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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015095823 10 PG(S)
August 03, 2015 09:58:36 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

This Instrument Prepared by
and after Recording, Return to:

Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240



**MAINTENANCE AGREEMENT BETWEEN THE VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AND THE ARTISTI AT VENETIAN GOLF & RIVER
CLUB PROPERTY OWNERS ASSOCIATION, INC.**

This Agreement is made and entered into this 2nd day of July, 2015, by and between:

Venetian Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Venice, Sarasota County, Florida, whose address is Venetian Community Development District, 9530 Marketplace Rd Suite 206, Ft Myers, FL, 33912 (the "District" or "CDD"), and

Artisti at Venetian Golf & River Club Property Owners Association, Inc., a Florida not-for-profit corporation, whose address is c/o Castle Group, 102 Pesaro Drive, North Venice, FL 34275 (the "HOA").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by ordinance of the City of Venice, Florida, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, water and wastewater facilities, recreation and other infrastructure improvements; and

WHEREAS, the HOA is a private not-for-profit corporation created under Chapter 720, Florida Statutes, and that certain Declaration of Covenants and Restrictions for Artisti at Venetian Golf & River Club recorded July 16, 2012 in Instrument Number 2012091104 of the Public Records of Sarasota County, Florida, as amended from time to time, (the "Declaration") serving as an association of certain homeowners within the Venetian Community Development District with a purpose of managing association owned common property, amenities and performing certain other functions benefitting the HOA's members; and

WHEREAS, the District and the HOA have a mutual interest for their respective residents/owners in insuring that the District owned and HOA properties and facilities are managed and maintained to the highest standards; and

WHEREAS, the District and the HOA agree that it is in the best interest of the Venetian Golf & River Club ("Community") to have the HOA perform certain maintenance tasks within the Community to ensure efficiency, consistency and continuity of the maintenance tasks; and

WHEREAS, the HOA is willing and able to perform the daily routine maintenance of certain grounds and facilities; is willing and able to provide maintenance reports for CDD owned properties and facilities to the CDD Field Manager for the CDD; and is willing to perform these tasks within the guidelines coordinated with the District staff; and

WHEREAS, the HOA is willing to contract with vendors that meet the requirements for insurance that are mandated by the CDD for work on CDD owned property; is willing to seek out the most qualified and cost effective vendors performing such work; and is willing to coordinate with District Management and the CDD regarding the contracts for landscape and irrigation, and other operations.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. Scope of Work. The HOA will perform the tasks listed in the Scope of Work at Exhibit "A" to the standards as set forth in Exhibit "A" on the property set forth in Exhibit "B". In addition to any other requirements outlined in the Scope attached hereto, the HOA agrees that the contract for CDD landscape irrigation and maintenance will be competitively bid if required by Chapter 720, Florida Statutes, or the Declaration, and the CDD will be provided with an opportunity to provide input before a vendor is chosen to perform such work. The HOA will be the ultimate arbiter, however, for choosing the landscape/irrigation vendor to perform the work which is the responsibility of the HOA pursuant to this Agreement. The CDD grants a license to the HOA and its contractor and subcontractors to enter the CDD property to perform the work stated herein.

3. Reporting. The HOA shall promptly report any incidents, accidents, damages, repairs, contract modifications, changes in maintenance requirements or other useful information to the CDD in a format as agreed upon between the management for the respective parties.

4. Funding. The HOA will provide the funding for services as provided in the Scope of Work. Repairs required for District owned property will be reported to the District Manager by the HOA and coordinated by and funded by the CDD as long as not caused by the negligent, reckless, and/or intentional wrongful misconduct of the HOA or its agents and/or contractors.

5. Term and Renewal. This Agreement shall take effect upon signature by all parties hereto and shall run for a term that is twenty-five (25) years therefrom, unless sooner terminated as provided herein. The CDD shall have the right to terminate this Agreement for any reason in its sole and absolute discretion, with or without cause, with thirty (30) days written notice.

6. Insurance. Before performing any services related to this Agreement, the HOA shall assure that all contractors and sub-contractors performing work on District properties or facilities

(hereinafter collectively referred to as "Contractors") have secured insurance for the performance of their services with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000
Vehicle Insurance	\$500,000 per claim with annual aggregate of not less than \$1,000,000

The District shall be a certificate holder and the District, its Supervisors, Officers, Agents, Employees and Volunteers shall be named as additional insureds. At no time shall a Contractor be without insurance in the above amounts. Any Contractor's agreement to perform services shall further provide that no policy may be canceled without written notice to the District and the HOA. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the District. If at any time a Contractor fails to adhere to the referenced insurance requirements, the CDD has the authority to terminate this Agreement immediately.

7. Indemnification. The HOA does hereby indemnify and hold harmless the District, its officers, agents, and employees from liabilities, damages, losses and costs of every kind (including, but not limited to, reasonable attorney's fees and punitive damages) incurred by the District as a result of the HOA performing the services referenced herein including but not limited to all damages sustained by the District to the extent caused by the negligence, recklessness and/or intentional wrongful misconduct of the HOA and/or its Contractors and persons or entities employed or utilized by the Contractors in the performance of this Agreement.

8. District Representative. The District designates its Field Manager to act as the District's representative with respect to this Agreement. The Field Manager shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to this Agreement.

9. Assignment. The HOA may not assign this Agreement without the prior written approval of the CDD. Any purported assignment without such written approval shall be void. The HOA binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.

10. Attorney's Fees. If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred for expert witnesses and attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.

11. Agreement. This instrument and its exhibits shall constitute the final and complete expression of this Agreement between the District and the HOA relating to the subject matter of this Agreement.

12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the HOA.

13. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the HOA, both the District and the HOA have complied with all the requirements of law, and both the District and the HOA have full power and authority to comply with the terms and provisions of this instrument.

14. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Venetian Community Development District
9530 Marketplace Rd Suite 206,
Ft Myers, FL, 33912
Attn: District Manager

With a copy to: Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240

If to the HOA: Artisti at Venetian Golf & River Club
Property Owners Association, Inc.
c/o Castle Group,
102 Pesaro Drive,
North Venice, FL 34275

With a copy to:

Christopher J. Thornton, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, FL 34109

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the HOA may deliver Notice on behalf of the District and the HOA, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the HOA and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the HOA any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the HOA and their respective representatives, successors, and assigns.

16. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be Sarasota County, Florida.

17. Effective Date and Recording. This Agreement shall be effective after execution by both the District and the HOA and shall remain in effect for the term as referenced above. Either party may record this Agreement in the Official Records of Sarasota County, Florida.

18. Public Records. The HOA understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

19. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

20. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the HOA as an arm's length transaction. The District and the HOA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year referenced below.

WITNESSES:

Kareen Richard
Signature

KAREEN RICHARD
(Type or Print Name)

[Signature]
Signature

Michelle [Signature]
(Type of Print Name)

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Chairman, Board of Supervisors

Date: 07/02/2015

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of July, 2015 by Jerry Juspa as Chair of the Board of Supervisors of Venetian Community Development District, who is personally known to me or who has produced _____ (type of identification) as identification.

Kareen Richard
Notary Public
Printed or Typed Name: KAREEN RICHARD
My Commission Expires: Feb. 19, 2019



WITNESSES:

ARTISTI AT VENETIAN GOLF & RIVER
CLUB PROPERTY OWNERS ASSOCIATION,
INC.

Karen Richard
Signature

KAREEN RICHARD
(Type or Print Name)

Thomas Lum
Its: SEC TREAS

Date: 7/2/2015

[Signature]
Signature

Michelle Dejean
(Type of Print Name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of July
2015 by Thomas Lum as SEC TREAS of the Artisti at Venetian Golf & River Club Property
Owners Association, Inc., who is personally known to me or who has produced
_____ (type of identification) as identification.

Karen Richard
Notary Public
Printed or Typed Name: KAREEN RICHARD
My Commission Expires: Feb. 19, 2019



EXHIBIT A
Scope of Work

**MAINTENANCE AGREEMENT BETWEEN THE VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AND THE ARTISTI AT VENETIAN GOLF & RIVER
CLUB PROPERTY OWNERS ASSOCIATION, INC.**

- I. The following represents a listing of maintenance areas within the Community. Unless stated otherwise, responsibility implies maintenance and funding for maintenance as well as capital repairs when such capital repairs are less than \$5,000 individually.
 1. Landscape Mowing, Edging, Trimming, Weed Control, Pest Control, Fertilization and Irrigation:
 - A. The HOA will comply with the terms of this Agreement regarding the hiring of a landscape/irrigation vendor. The HOA shall then enter into a maintenance agreement with a qualified landscape company for the purpose of maintaining certain common area landscaping and irrigation within the Community as referenced in the attached Exhibit "B" (the "Maintained Property"). The maintenance will be performed to the same specification governing the work of the landscape company under contract with the CDD to maintain the District's common areas. This specification may change from time to time and any changes will be provided to the HOA by the CDD.
 - B. The CDD will maintain any shrubbery located on the Maintained Property.
 - C. The CDD will retain the right to change any landscaping and/or use related to the Maintained Property in accordance with applicable local and Community restrictions.
 - D. Repairs and renovations to the turf will be a responsibility of the HOA but must be approved by the CDD in writing prior to any work being performed.
 - E. The CDD will have the right to remedy any maintenance not meeting the CDD's reasonable requirements, but only after giving the HOA at least 30 days written notice, and such reasonable costs will be borne by the HOA.
 - F. Repairs and renovations to the irrigation system serving the sodded areas on the Maintained Property, including spray heads, controllers, valves and valve boxes, to a point upstream of the valve boxes connecting the irrigation system to the CDD owned main irrigation line will be a responsibility of the HOA.
- II. The District and the HOA mutually understand that both must comply with Public Records Laws of the State of Florida for those areas where the HOA is maintaining a District owned parcel or facility.
- III. The HOA and the District will identify an individual who will be designated as the liaison for their respective Boards for the purposes of this Agreement.

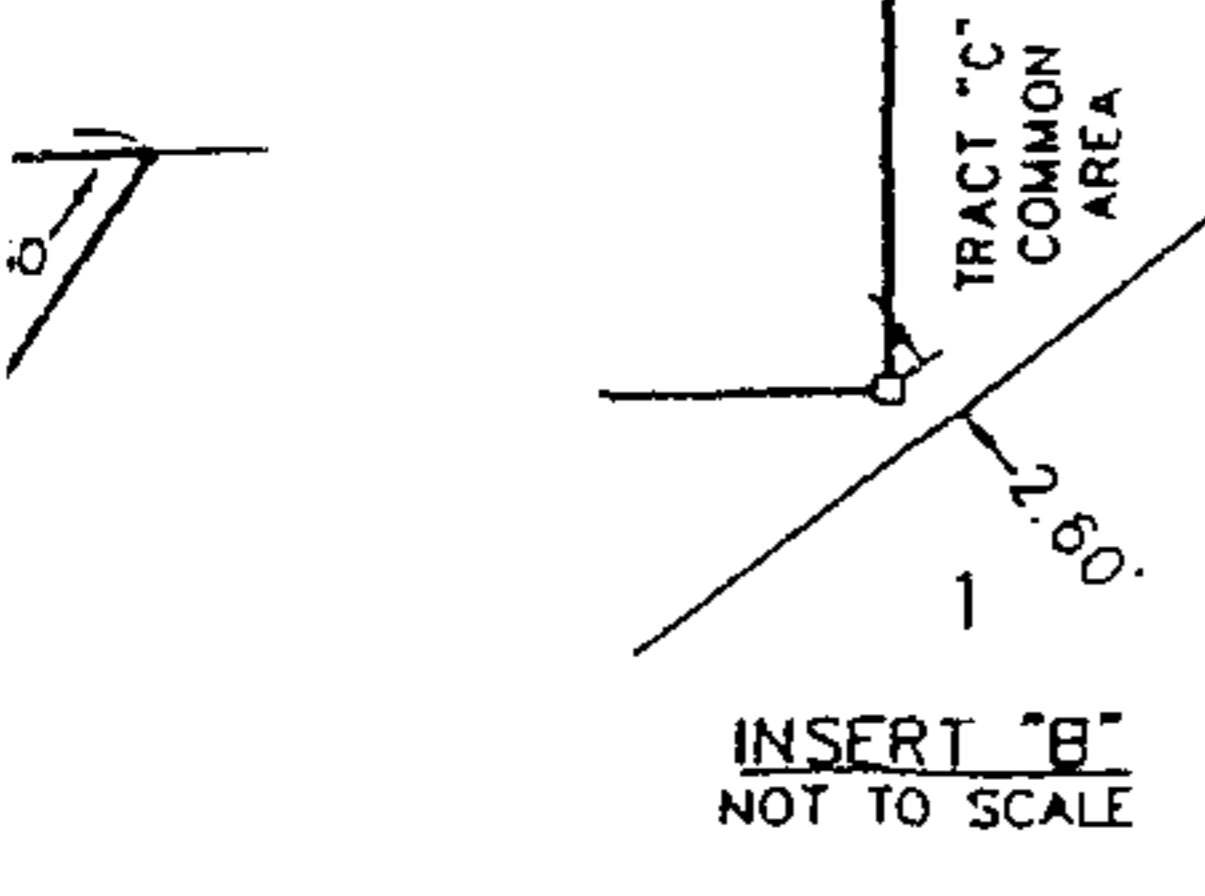
EXHIBIT B
Property to be Maintained

Tract "A" (Avalini Way), Tracts "B" & "C" (Common Areas), Tract "D" (Landscape, Drainage & Utility Easement tract), the plat of **VENETIAN GOLF & RIVER CLUB, PHASE 6**, recorded at Plat Book 48, page 12, the Public Records of Sarasota County, Florida.

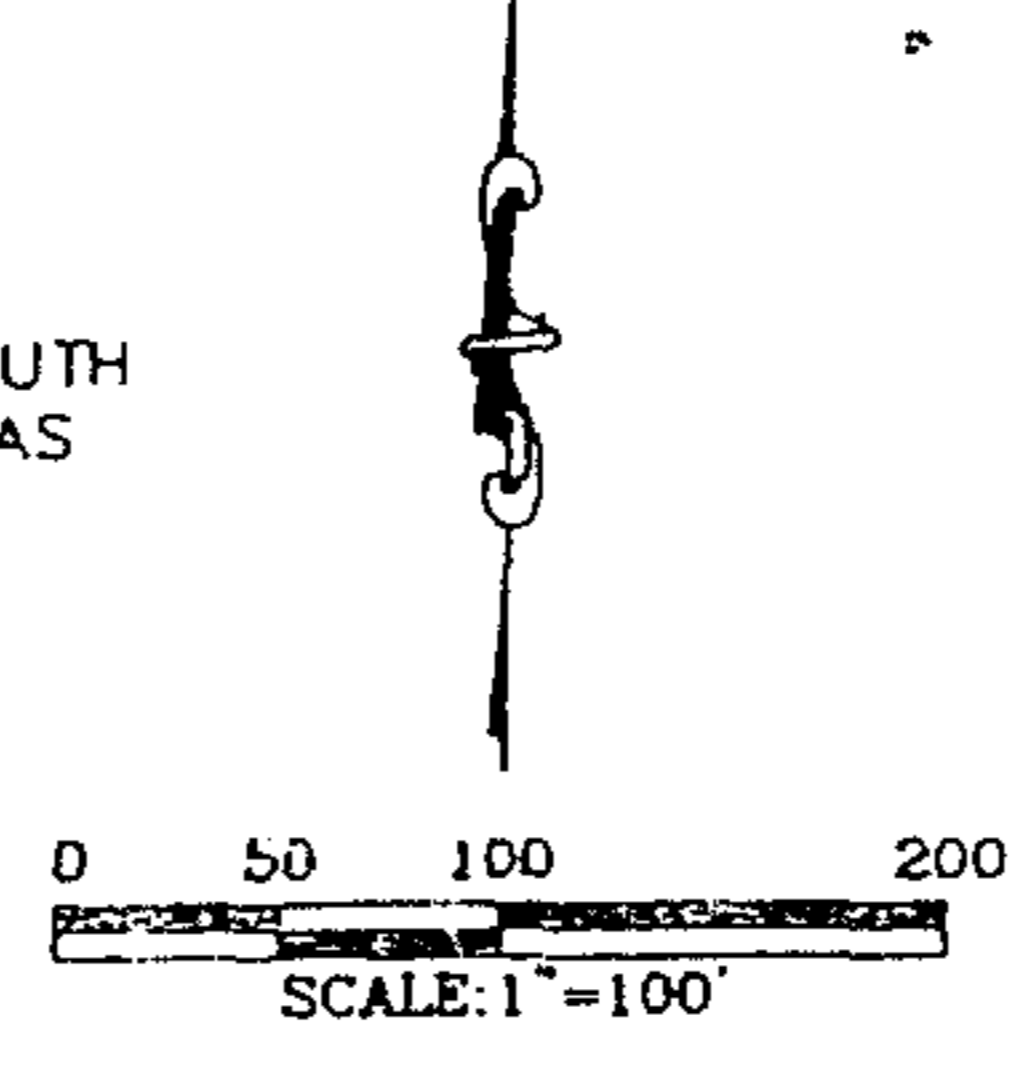
VENETIAN GOLF & RIVER CLUB, PHASE 6

A SUBDIVISION IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

PLAT BOO
9

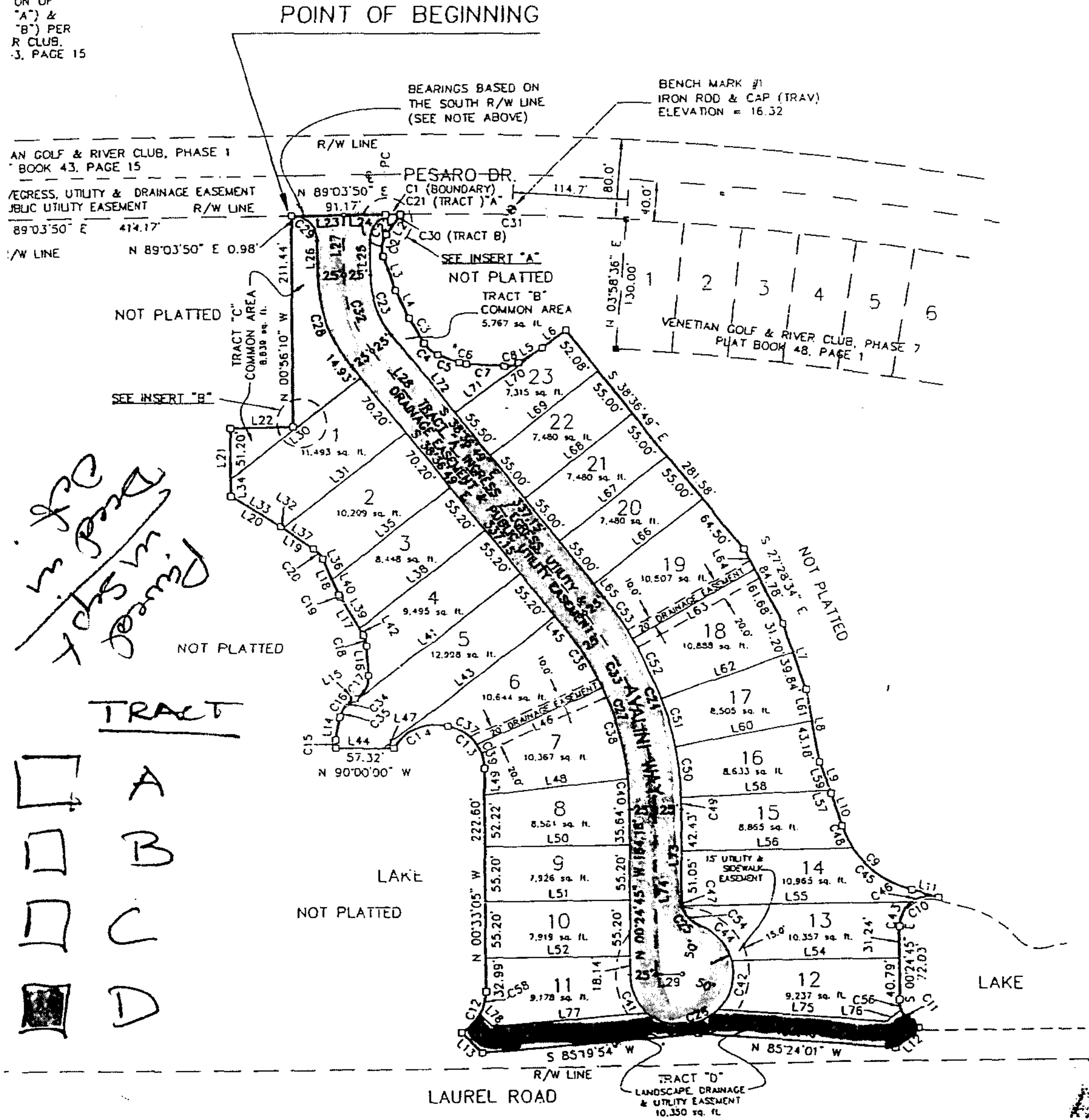


NOTE:
BEARINGS ARE BASED ON AN ASSUMED MERIDIAN OF N 89°03'50" E ON THE SOUTH RIGHT OF WAY LINE OF PESARO DRIVE AS SHOWN HEREON.



- LEGEND**
- 4"x4" CONCRETE MONUMENT FOUND - PRM
 - 4"x4" CONCRETE MONUMENT SET - PRM LB
 - NAIL & DISK SET ALONG CENTERLINE - PCP
 - S.F. SQUARE FEET
 - (R) RADIAL
 - (NR) NON-RADIAL
 - R/W RIGHT OF WAY
 - PRM PERMANENT REFERENCE MONUMENT
 - PCP PERMANENT CONTROL POINT
 - LB LICENSED BUSINESS
 - PDE PRIVATE DRAINAGE EASEMENT
 - PC POINT OF CURVATURE
 - PRC POINT OF REVERSE CURVE
 - PCC POINT OF COMPOUND CURVE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - D DELTA
 - P RADIUS
 - L ARC LENGTH
 - Ch CHORD
 - C CENTERLINE
 - ⊗ BENCH MARK BASED ON SARASOTA COUNTY LOCATED AT THE N.W. CORNER OF KNIGHTS (REFERENCED TO THE NATIONAL GEODETIC

CEMENT
ON OF
"A") &
"B") PER
R CLUB,
3, PAGE 15



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°16'59"	2970.00'	14.68'	14.68'	N 89°12'20" E
C2	53°00'35"	24.73'	22.88'	22.07'	S 07°11'44" W
C3	0°51'15"	1946.81'	29.02'	29.02'	S 29°30'20" E
C4	41°00'06"	24.50'	17.33'	17.16'	S 49°34'45" E
C5	0°51'15"	1557.00'	23.20'	23.20'	S 69°39'12" E
C6	17°17'17"	23.86'	7.32'	7.29'	S 78°02'12" E
C7	0°51'15"	2440.47'	36.38'	36.38'	S 86°25'13" E
C8	35°45'20"	24.42'	15.24'	14.99'	N 76°07'45" E
C9	56°21'11"	100.00'	38.35'	34.44'	S 46°28'40" E
C10	105°44'30"	30.00'	35.37'	47.84'	S 47°27'30" W
C11	67°37'56"	30.00'	35.41'	33.39'	S 34°17'43" E
C12	61°33'40"	45.00'	48.35'	46.06'	N 30°13'45" E
C13	77°59'39"	45.00'	61.26'	56.84'	N 39°33'04" W
C14	77°59'39"	45.00'	61.26'	56.84'	S 66°23'09" W
C15	191°13'59"	25.00'	8.36'	8.36'	N 01°03'52" W
C16	52°54'12"	25.00'	23.08'	22.72'	N 35°00'14" E
C17	65°15'08"	25.00'	28.47'	26.96'	N 28°49'46" E
C18	28°12'22"	25.00'	11.52'	11.41'	N 16°58'31" W
C19	5°49'23"	25.00'	2.54'	2.54'	N 27°16'33" W
C20	31°50'08"	24.98'	13.85'	13.70'	N 40°16'04" W
C21	0°11'42"	2970.00'	4.79'	4.79'	S 89°18'03" W
C22	90°11'27"	25.00'	39.35'	35.41'	S 44°09'34" W
C23	37°40'39"	100.00'	85.76'	64.58'	S 19°46'29" E
C24	38°12'04"	350.00'	233.35'	278.06'	N 19°30'47" W
C25	70°31'44"	25.00'	30.77'	28.87'	S 35°40'37" E
C26	250°31'44"	50.00'	218.63'	81.63'	N 54°19'23" E
C27	367°20'4"	300.00'	200.02'	196.34'	N 19°30'47" W
C28	57°40'39"	150.00'	98.64'	96.87'	S 19°46'29" E
C29	90°00'00"	25.00'	39.27'	35.36'	N 45°56'10" W
C30	0°05'33"	2970.00'	4.79'	4.79'	S 89°18'03" W
C31	47°17'39"	2970.00'	272.54'	272.54'	N 88°30'21" W
C32	37°40'39"	125.00'	82.70'	80.73'	S 19°46'29" E
C33	38°12'04"	325.00'	216.69'	212.29'	N 19°30'47" W
C34	37°25'55"	25.00'	16.33'	16.04'	S 47°44'23" W
C35	15°28'17"	25.00'	6.75'	6.73'	S 16°17'17" W
C36	13°33'36"	300.00'	71.00'	70.85'	N 31°50'01" W
C37	44°45'39"	45.00'	35.16'	34.27'	N 56°10'14" W
C38	18°34'37"	300.00'	97.30'	96.87'	N 54°45'45" W
C39	331°42'0"	45.00'	26.11'	25.74'	N 17°10'15" W
C40	6°53'05"	300.00'	31.72'	31.21'	N 03°28'31" E
C41	48°45'05"	50.00'	42.54'	41.27'	S 24°47'17" E
C42	59°04'34"	50.00'	51.45'	49.30'	N 15°11'34" E
C43	52°21'55"	30.00'	27.42'	26.47'	S 25°46'12" W
C44	56°55'47"	50.00'	49.68'	47.56'	N 42°28'36" W
C45	41°46'56"	100.00'	72.92'	71.32'	S 53°46'47" E
C46	53°22'35"	30.00'	27.95'	26.93'	S 28°38'27" W
C47	93°08'03"	25.00'	3.97'	3.97'	S 04°57'47" E
C48	14°34'14"	100.00'	25.43'	25.26'	S 25°36'12" E
C49	1°56'50"	350.00'	11.90'	11.89'	N 01°23'11" W
C50	8°31'29"	350.00'	32.08'	32.03'	N 06°17'20" W
C51	8°31'29"	350.00'	32.08'	32.03'	N 15°08'50" W
C52	10°45'31"	350.00'	46.77'	46.67'	N 24°52'30" W
C53	8°16'25"	350.00'	30.54'	30.49'	N 34°28'37" W
C54	81°25'41"	25.00'	26.80'	25.54'	S 40°13'39" E
C55	85°46'19"	50.00'	74.85'	68.05'	N 87°57'01" E
C56	18°20'13"	30.00'	9.80'	9.56'	S 02°34'51" E
C57	49°17'43"	30.00'	25.81'	25.02'	S 45°23'42" E
C58	29°18'20"	45.00'	21.02'	22.77'	N 14°06'05" E
C59	32°15'20"	45.00'	25.33'	25.00'	N 44°52'55" E