

**COMMUNICATION SERVICES**  
**INSTALLATION AND SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made this 9th day of December 2023 ("Effective Date"), by and between Hotwire Communications, Ltd. a Pennsylvania Limited Partnership, with a principal address of 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309 (hereinafter "Operator"), and Venetia Community Association, Inc., a Florida not for profit corporation, with a principal address of 4401 Corso Venetia, Venice, FL 34293 (hereinafter "Association") (collectively the "Parties").

**WHEREAS**, Operator is the business of constructing, maintaining and operating communication systems for the delivery of telecommunications and entertainment Services as outlined herein, to Residents of condominiums, town homes, apartments, and single-family residential communities; and

**WHEREAS**, Association manages the business affairs of the Association for the benefit of the residents ("Residents") of the residential development commonly known as Venetia Community Association, Inc., with an address of 4401 Corso Venetia, Venice, FL 34293 (the "Property"), including executing agreements for telecommunications services to the Property, which currently contains a total of 637 residences plus any units added or constructed in the future (each a "Residence" or "Unit"), and which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, Operator desires to have, and Association desires to grant to Operator, the right to install, operate, upgrade and maintain on the Property a System (as defined herein), including but not limited to wiring, equipment and communication facilities, for the delivery of multi-channel video, audio, internet, telephone, enhanced alarm monitoring and other services (as further defined herein and hereinafter referred to as the "Services"), on a bulk and/or retail basis, to the Residents pursuant to this Agreement and the Grant of Easement dated of even date herewith; and

**WHEREAS**, Association desires to have, and Operator desires to offer, Services to Residents pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

**1. Grant of Rights.**

Association grants to Operator, who does hereby accept it, at Operator's sole cost and expense, the right to install, operate, inspect, alter, improve, rebuild, disconnect, replace, remove, market and maintain a state of the art fiber distribution system consisting of armored fiber distribution wiring or drop fiber installed in conduit, equipment and communication facilities (the "System"), as further defined below, to provide cable television, high-speed internet, telephone, alarm monitoring systems and other related services as detailed in Section 2 below, to the Property. Association shall not grant any rights or licenses which would prevent Operator from exercising to the fullest extent the rights granted hereunder.

**2. The Services.**

- a. The Services. The Services shall include multi-channel video (cable television, including but not limited to analog programming, digital programming, High-Definition programming, and IPTV, however delivered), audio, high speed internet and data programming, telephone service, alarm monitoring and home automation services, and other services as offered by Operator (the "Services"). The Services shall be subject to the Performance Specifications, which are attached hereto as Exhibit "D."
- b. The Bulk Services. Association has elected to have Operator provide certain Services on a bulk basis (the "Bulk Services") for each and every unit at the Property for a discounted price. These Bulk Services consist of video and Internet and are more fully described in the Bulk Services Addendum, which is attached hereto as Exhibit C.
- c. The Retail Services. In addition to the Bulk Services to be provided by Operator to each and every unit at the Property, Operator shall have the right to market and sell all Services not purchased as a Bulk Service directly to each Resident of the Property (the "Retail Services"). Operator shall bill each Resident individually for any Retail Service(s) purchased, and Association shall have no obligation to pay or collect payment for such Retail Services. A description of Operator's Retail Services and the prices for each shall be posted at [www.gethotwired.com](http://www.gethotwired.com).

**3. Consideration to Association.**

Operator will provide, at Operator's cost and expense, those Bulk Services set forth in the Bulk Services Addendum.

- a. Digital receivers are wireless. On request of the Residence owner at the time of activation of the Unit with Operator's Bulk Services for the first time, Operator will, at no cost to Association or the Resident, rewire existing coaxial outlets in each Residence with CAT6 wiring to each cable jack location where reception of signal requires a wired digital receiver (set-top box) and to one data outlet.  
  
Rewiring of outlets with CAT6 at locations either not associated with the complementary data outlet will be pursuant to a per drop fee negotiated by the Resident with Operator based on time and materials and paid to Operator by the Resident.  
  
Operator will install CAT6 wiring to the one location at which the wireless access point provided pursuant to this Agreement will be located.  
  
Multimedia over coaxial equipment shall not be utilized at this Property unless the Unit is wired with RG6 or better.
- b. Backup to power all equipment in the Communications Closet / Room including Air Conditioning.
- c. All wiring will be according to local and National Electric Code (NEC) applicable at the time of installation and all applicable permits to be secured by Operator.

- d. Operator shall promptly repair any damage to the Property and / or the Residences caused by Operator. In the event Operator fails to promptly repair damage to the Property or the Residence, Association shall provide Operator with one notice by certified mail of such failure and if not cured, Association will remediate the damage and deduct the cost of remediation from its payment for Bulk Services.
- e. Operator will build fiber to Association's existing or future security camera locations, to the extent that such locations are identified prior to Operator's commencement of construction, at no cost during fiber build. (This does not include security equipment or power/electricity).
- f. Operator shall install the Services to a common area at the Property as mutually decided by Association and Operator in advance of the installation to the property to show case the products offered by Operator.
- g. Operator will document that a quality control follow-up is provided upon completion of installation to every resident.
- h. For underground wiring, Operator agrees to use underground vaults instead of pedestals.

**4. The System.**

- a. The System shall mean all distribution wiring, equipment and communications facilities installed by Operator, as further defined below, which are located on and through the Property, as deemed necessary by Operator to provide the Services pursuant to this Agreement ("The System").
- b. The Wiring.
  - i. In-Unit Wiring. In-Unit Wiring is all copper and coaxial wiring located inside each individual Unit. In-Unit Wiring originates at each terminated jack and extends throughout the Unit to the Demarcation Point as defined below; provided, however, that any multimedia over coaxial equipment shall remain the exclusive property of Operator. Operator shall be granted the non-exclusive license to use the existing In-Unit Wiring, if necessary, to provide the Services to the Residents, subject to the Resident Owner's approval; however, refusal to allow Operator to utilize In-Unit Wiring to provide the Services shall not relieve the Association of the obligation to pay for the Bulk Services. Notwithstanding this provision or other provision of this Agreement, Unit Owners and/or Association shall maintain title and ownership of all In-Unit Wiring and outlets. During the installation period, and at no additional cost to the Resident or Association, Operator will install Cat6 wiring to the one location at which the wireless access point ("WAP") provided pursuant to this Agreement will be located. Installation of In-Unit Wiring to additional outlets, or relocation of any In-Unit Wiring subsequent to the installation period, shall be subject to additional fees and costs.
  - ii. Demarcation Point. The Demarcation Point is the point at which Operator's Distribution Wiring interconnects with the In-Unit Wiring. Operator shall have exclusive use of the Demarcation Points to provide the Services to the Residents. The Demarcation Point shall be the Optical Network Terminal

("ONT") installed in a location, as determined by Operator, within or outside of each Unit by the Operator. Should a Resident request an ONT to be installed in a location other than the location determined by Operator, such installation may be subject to additional fees and costs. Operator shall be granted the exclusive ownership and use of each ONT to interconnect the Distribution Wiring to the In-Unit Wiring to provide the Services to the Unit Residents. For so long as it provides Retail Services to the Property, Operator is responsible for the maintenance of the ONT.

- iii. Distribution Wiring. Distribution Wiring shall be armored fiber (installed at a depth of 24 inches where practical) or fiber installed in conduit and it includes the wiring, hubs, repeaters, amplifiers, termination boxes, and all other equipment necessary to transmit the Services. All underground installation of Distribution Wiring shall be installed according to industry standards so as to minimize the potential for future damage to the Distribution Wiring, such installations to be consistent with the requirements of the Florida One Call service. The Distribution Wiring originates at that certain point where Operator's facilities enter the Property through conduit connecting to the Headend Room (as defined herein) and interconnecting throughout the Property in underground vaults or splitter panels to the In-Residence Wiring at the Demarcation Point for each Residence. Association hereby grants to Operator the right to install the Distribution Wiring through such conduit as necessary to provide the Services. Operator shall have exclusive ownership of, and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair, market and maintain (collectively, "use rights"), the Distribution Wiring installed by Operator on the Property. To exercise these exclusive ownership, access and use rights, Operator shall be granted an easement, attached hereto as **Exhibit "B"**, for all Distribution Wiring and equipment.

- c. Equipment and Locations. Consistent with the installation plan approved by Association, Association shall permit Operator to install, assemble and construct all equipment, communication facilities and materials necessary to provide the Services to the Property (the "Equipment"). All Equipment installed at the Property to provide the Services shall be and remain at all times the personal property of Operator. Association hereby authorizes Operator to use such locations on the Property as necessary for the installation of antennas, cabling, Distributed Antennae Systems (DAS), small cells, wiring, fiber optics, transmitters, microwave equipment, computers, routers, switches, battery backup, hubs, concentrators, dishes, and any and all other equipment as required by Operator. Operator shall be given the use of a room on the Property of not less than 150 square feet in size or Operator shall construct a facility on the Property for the location of Operator's equipment as approved by the Association (the "Headend Room") plus necessary space within the telecommunication closets in each building as applicable (based on the system design for the Property), (the "Communications Closets"). Operator shall have the free and exclusive use of the Headend Room and Communication Closets on the Property and shall have the right to secure such locations. Association



shall not have the right of unsupervised access to Operator's Equipment in the Communications Room and Communication Closets, except in the case of emergency, in which case Association shall have the right to use such keys and to access Operator's Equipment without first notifying Operator and without Operator's personnel being present; *provided, however*, that Association's unsupervised access to Operator's Equipment shall be only for so long and to the extent necessitated by the emergency. Association shall notify Operator of the unsupervised access as soon as possible after gaining said access to Operator's Equipment under this section.

All construction, permits, property taxes if applicable, electrical charges and maintenance expenses associated with the operation of Operator's Equipment in the Communications Room and Communication Closets shall be Operator's responsibility. Operator will commence no construction until all required permits are obtained by Operator; a certificate of insurance is delivered to Association; and a Notice of Commencement is filed in the Official Records of Sarasota, County, Florida and posted on the Property.

Operator will apply for an account with FPL in its own name, billed to Operator, to provide the power needed to maintain the Communications Room / Closets. In the event a separate metered account is not available, the pro-rata share attributable to Operator's power use for the operation of its plant and its equipment will be deducted from the monthly services bill paid by Association to Operator.

- d. Installation. Operator shall, at Operator's expense, acquire and install all the Equipment, Distribution Wiring and communication facilities required to operate the System, which shall include cost of electricity to operate its equipment and air conditioning equipment and installation on the Property. The System will be installed so as not to preclude or interfere with other known, pre-existing services. Installation shall be performed in a diligent, safe, and professional manner and all materials used by Operator shall be of good and durable quality. Except for reasonable delay for Unit installation due to a seasonal Resident or the first installation by Operator at a Unit, a Residence owner shall pay Operator to install any portion of the System if such Residence owner prevents Operator from installing a portion of the System (including but not limited to distribution wiring to the Residence and the Structured Wiring Box) and that portion of the System is not installed as of the System Activation Date, and Operator shall not be in default under this Agreement for such uninstalled portion of the System and any affect it may have on the provision of Services.

If during installation of the System, Operator encounters asbestos containing materials ("ACMs") or presumed asbestos containing materials ("PACMs"), Operator will immediately stop work in the affected area, report the condition to Association in writing and not resume work in the affected area unless Operator receives written approval from Association and Operator is reasonably satisfied that such ACMs or PACMs are sufficiently removed or remedied. In such event, Operator shall not be liable for any delays or failure to complete installation of the System or arrange for the provision of Services as required under this Agreement, and any such delays shall not be a default of Operator under this Agreement.

- e. Maintenance. Operator shall, at Operator's own expense, operate, maintain and service the System and keep the same in good working order and repair in accordance with commonly accepted industry standards and practices.
- f. Applications. Operator will be fully responsible for filling out all applications and agreements for services, if required, at the Property. Operator will be responsible for all fees and charges related thereto.
- g. No Liens. Operator shall keep the Property and every part thereof and all buildings and other improvements located within the Property free and clear of any and all construction and mechanics liens for or arising out of Operator's installation of the System and provision of the Services. Operator shall indemnify and hold Association harmless against all such liens and any proceedings pertaining thereto, including reasonable attorney's fees. Operator shall bond over or discharge any liens within fifteen (15) days of notice of the existence thereof, failing which, Association may satisfy such lien and deduct any and all costs associated therewith from any sums due, or which become due to Operator hereunder.

**5. Rights of Access and Easement.**

- a. Association hereby grants to Operator the exclusive right to install, operate, market and maintain the System on the Property and, in furtherance thereof, hereby grants to Operator the right of access, easement, and right of way, including reasonable rights of ingress and egress, to, over, on, under, and through the Property controlled by Association and all buildings located thereon, to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, upgrade, relocate, remove and disconnect the System and the Equipment. To ensure Operator's easement rights, Association shall sign the Easement Agreement attached hereto as **Exhibit "B."** Operator may have the Easement Agreement recorded in the applicable local land registry.
- b. Association shall use its best efforts to ensure that any subsequent homeowners' or condominium association or other third-party to whom the Property may be conveyed approve, adopt, and ratify this Agreement, including the express Easement Agreement granted to Operator and all other exhibits and addenda attached hereto. Association shall file all necessary legal documents to effectuate the assignment of this Agreement and Operator's express Easement Agreement.
- c. Without limiting the generality of Section 5(a) above, Association acknowledges and agrees that Operator shall have the right of access to the Property controlled by Association for the purpose of exercising the rights granted to Operator under this Agreement and the Easement Agreement.
- d. Title. Association acknowledges and agrees that title in and to the System and all the Equipment and communication facilities installed by Operator during and after the Term shall at all times remain exclusively with Operator or Operator's successors or assignees, and no portion of the System or the Equipment will be deemed a fixture of the Property, notwithstanding any method of affixation to the Property or the buildings or Residences thereon or any applicable law or doctrine relating to fixtures. Association hereby expressly waives, as against Operator and

any lender of Operator, any landlord's lien, right of distraint or levy, claim, security interests or any other interests which Association may now or hereafter have in or relating to any of the System and Equipment now or hereafter located at the Property, including any of the foregoing which might otherwise arise or exist in Association's favor pursuant to agreement, common law, statute (including the federal Bankruptcy Code) or otherwise. Association shall not interfere with, remove, make alterations or modifications to attempt to repair, maintain, or service the System or any of the Equipment, or allow persons not authorized by Operator to do so. Association shall not create any security interest in the System, or any portion thereof, including without limitation, subjecting the System to any mortgage, deed of trust or lien that encumbers the System. Association hereby grants to Operator exclusive access to, ownership of, and right to use the Distribution Wiring and any and all Equipment and communication facilities installed by Operator during and after the expiration of the Term. However, notwithstanding this provision or other provision of this Agreement, Residence Owners and/or Association shall maintain title and ownership of all In-Residence Wiring and outlets.

- e. Covenants. The rights and obligations under this Agreement shall be binding upon and inuring to the benefit of all future Associations and owners of the Property or any interest in the Property for the term of this Agreement.
- f. Liens and Recordation. To evidence the fact that Operator has been granted an Easement and has retained exclusive ownership of the System and Equipment installed by Operator to the Demarcation Point, Association hereby agrees that Operator may cause this Agreement (or other documentation evidencing the foregoing as executed by Association and Operator), or any statement or other instrument relating to this Agreement showing Operator's ownership of the System and Equipment, including UCC-1 financing statements, to be filed or recorded and re-filed and re-recorded, among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement and the ownership of the System and Equipment. Operator's lenders may file a UCC-1 or any other instrument necessary to perfect a security interest in this Agreement and Operator may assign any of its rights under this Agreement to any of its lenders, provided, however, that no such assignment shall relieve an assigning Party of its obligations under this Agreement. Association agrees to execute and deliver any statement or instrument requested by Operator for such purpose. All costs associated with filing and recording of this Agreement or other forms and documentation shall be paid by Operator.
- g. Association's Support; Access to the System. Association shall use best efforts to assist Operator in getting access to all Residences and buildings and common areas of the Property as necessary to install, operate, maintain, audit, connect, and/or disconnect the System, to provide the Services, and to make service and repair calls. Without limiting the generality of the above, Association acknowledges and agrees that Operator shall have free and unrestricted right of access to the Property and the System, including all of Operator's wiring, equipment, and communication facilities, for the purpose of exercising the rights granted to Operator in this

Agreement and the Easement Agreement. Association, without assuming any liability, shall provide the same security for the System as it provides for the Property in general. Operator shall be given any keys necessary to access its Equipment and communication facilities to provide repairs and service to such Equipment and facilities on a 24x7x365 basis. Operator shall also be given reasonable parking for the vehicles of Operator's employees and contractors while they are on the property performing work on the System or making service and repair calls.

- h. Upgrades to System. From time to time, Operator may propose, or Association may request, upgrades to the System for the purpose of providing improved, faster Retail Services as technological developments permit. Operator shall have the right, in its sole discretion, to make such upgrades at its own cost and expense and to offer any improved, faster Retail Services made possible by such upgrades to Owners on an individual subscription basis, and to offer any improved, faster Retail Services made possible by such upgrades to Association by adjusting the fees for Retail Services. For upgrades made to provide additional Retail Services, Association is under no obligation to adjust fees for the Bulk Services.
- i. Association Installed Facilities (Condominium). Association grants to Operator an easement to access and use all of the following Association installed and/or owned facilities on the Property (together, the "Association Facilities"): (i) conduits and associated wiring and cable from each Unit to intermediary distribution facilities or communication closets on the Property ("Communication Closets"), (ii) conduits and associated wiring and cable from the Communication Closets to the Communication Room, (iii) any other conduit and associated wiring and cable in the buildings and on the Property as required for the delivery of Services to the Units, including without limitation conduit and associated wiring and cable in all riser systems and between buildings on the Property as applicable. For so long as Operator is providing Bulk Services to the Property, the easement granted in the prior sentence shall be exclusive to Operator, and thereafter shall be non-exclusive to Operator for so long as Operator is providing Retail Services to Residents.  
Association Installed Facilities (Single-Family Homes). Association grants to Operator an easement to access and use all of the following Association installed and/or owned facilities on the Property (together, the "Association Facilities"): (i) conduits and associated wiring and cable from each Unit to intermediary distribution facilities on the Property, (ii) conduits and associated wiring and cable from the intermediary distribution facilities to the Communication Room, (iii) any other conduit and associated wiring and cable in the buildings and on the Property as required for the delivery of Services to the Units, including without limitation conduit and associated wiring and cable systems and between buildings on the Property as applicable. For so long as Operator is providing Bulk Services to the Property, the easement granted in the prior sentence shall be exclusive to Operator, and thereafter shall be non-exclusive to Operator for so long as Operator is providing Retail Services to Residents.
- j. During the installation period, Resident may request Operator's assistance in connecting a printer and up to five (5) third-party auxiliary devices ("Third-Party

Devices”), including, but not limited to, Roku, Apple TV, Apple iPad, Amazon Fire Stick, and Alexa/Echo Dot, to Operator’s System. Connecting any additional third-party auxiliary devices shall be subject to additional fees and costs. Association and Resident understand and agree that this assistance is provided on an “as-is” basis, and is not a representation, endorsement, guarantee, warranty, or extended warranty that the Third-Party Devices are compatible with Operator’s System.

**6. Dates of Service.**

- a. System Activation Date. The target date for System Activation at the Property is on June 1, 2025, upon completion of System installation, provided that all necessary approvals, as outlined herein have been granted to Operator by Association and that all Association obligations as outlined herein have been fulfilled (“System Activation”). Operator will provide a letter certifying the completion of the System installation and the System Activation Date within thirty (30) days of the completion of the System installation.
- b. Operator shall make three attempts to schedule installation with a Unit using the contact information provided by Association under paragraph 11(e), the final attempt being a letter sent by certified mail. If, after the final attempt, the Unit does not set up a schedule, Operator shall bill and Association shall pay for bulk services for that Unit as if it is receiving services, and the Unit shall be deemed to be System Activated.
- c. Initial and Yearly Anniversary Dates. The Initial Anniversary Date (“Initial Anniversary Date”) for the Property is the first date that Operator receives from Association payment in full of Operator’s invoice for Bulk Services for all Units on the Property. Each subsequent 12-month period from the “Initial Anniversary Date” shall be considered the “Yearly Anniversary Date” of this Agreement.

**7. Term.**

The initial term of this Agreement will commence on the Effective Date and will continue for seven (7) years from the first date that Operator receives from the Association payment in full of Operator’s invoice for Bulk Services for all Units on the Property (the “Initial Term”). Upon expiration of the Initial Term, the Agreement shall automatically renew for an additional term of three (3) years (“First Renewal Term”), so long as Operator is not in material breach of this Agreement as set forth in Section 8(b), and additional terms of one (1) year each, upon the same terms and conditions. (The Initial Term and the renewal terms are collectively referred to as the “Term”).

Either party may opt out of the renewal term by providing at least ninety (90) days’ written notice to the other party prior to the expiration of the then-current term. If no notice is received or if notice is received less than ninety (90) days prior to the date the Bulk Services Addendum is set to expire, then the renewal term shall be deemed to have been approved. Notwithstanding any termination notice or other termination of this Agreement as provided herein, Operator will continue to have the exclusive right to operate its System and the non-exclusive right to provide Retail Services to the Property for so long as Operator elects, in its sole discretion, to provide Retail Services at the Property.



**8. Termination.**

This Agreement shall terminate upon expiration of the Term of this Agreement or earlier upon the first to occur of the following:

- a. Upon the mutual written consent of the Parties hereto.
- b. At the option of either Party, if the other Party materially breaches any of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party(or, if such default cannot be cured within such time period, should the breaching Party fail to commence to cure such default within said default period and pursue the same to completion with due diligence), and which notice shall describe the material breach(es) in reasonable detail and specify the non-breaching Party's intention to terminate this Agreement if such breach(es) are not cured.
- c. At the option of Operator, upon providing Association with at least ninety (90) days advance written notice, in the event that there is a change in law or regulation governing the provision of the Services or a portion thereof that, in the reasonable opinion of Operator, materially impacts the ability of Operator to provide the Services in a commercially reasonable manner, based upon but not limited to Operator's technical and financial requirements. Notwithstanding the foregoing, Operator may, at its option, elect to cease providing a portion of the Bulk Services in lieu of terminating the Agreement and Association and Operator agree that the Agreement shall be automatically amended to reflect the removal of such service following the ninety (90) day notice period.

**9. Insurance.**

Operator shall maintain, with an insurance company or companies lawfully authorized to do business in the State where the Property is located such insurance as will protect Operator and Association from claims which may arise out of or result from Operator's operations under the Agreement and for which Operator or Association may become legally liable, whether such operation be by Association, Operator or a subcontractor or anyone directly or indirectly employed by any of them. Prior to the commencement of the System installation, on request, Operator shall furnish Association with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders which limit any insurance policy coverage, for the following:

- a. Worker's Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.
- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each coverage form with Association listed as an additional insured.
- c. Commercial Automobile Liability coverage for all vehicles on the Property in the minimum limit amount of not less than \$1,000,000 per occurrence with Association listed as an additional insured.
- d. Contractual Liability Insurance fully covering Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with Association listed

as an additional insured.

- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$3,000,000 per occurrence with Association listed as an additional insured.

The policies issued in “b”, “c”, “d”, and “e” above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. The certificates shall be issued in the name of Association and all insurance shall be on a primary insurance policy of Operator and apply on a direct basis for all insured parties.

**10. Indemnification.**

Subject to the provisions of Section 13, each Party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (“Indemnified Party”) and Indemnified Party’s Affiliates, as well as the owners, partners, directors, officers and employees of the Indemnified Party and the Indemnified Party’s Affiliates, from and against any and all disputes, actions, damages, lawsuits, expenses and claims arising out of or in connection with this Agreement, which result in bodily injury to or death of any person, or damage to or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party’s Affiliates, or the owners, partners, directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party’s Affiliates, in connection with this Agreement.

**11. Marketing Rights.**

Association, pursuant to its governing documents, hereby grants to Operator the exclusive right to market the Services within the Property for so long as Operator is providing Bulk Services to the Property, and the non-exclusive right to market Retail Services to Residents. The exclusive right granted hereunder includes the right to have reasonable access to the Property to conduct marketing at such times and at such locations as are mutually agreeable between Association and Operator. Without limiting the generality of the foregoing, marketing activities shall take place during normal business hours on weekdays and weekends, with Association’s prior permission, not to be unreasonably withheld, conditioned, or delayed. Association may, with Operator’s prior consent, not to be unreasonably withheld, conditioned, or delayed, advertise, or promote the Services in connection with their efforts to market the Property to prospective purchasers.

- a. Operator shall have the right to advertise and promote the Services to the Residents by distributing promotional materials over the System, and/or by mail. Operator shall have the right at the Property to place any marketing materials, to be pre-approved by Association, not to be unreasonably withheld, conditioned, or delayed, concerning any Services provided by Operator. This right includes, with limitation, placing marketing materials in visible common areas or management offices, using available space to conduct open houses with Association’s consent, not to be unreasonably withheld, conditioned, or delayed, placing promotional materials in Association/Property publications, and marketing Operator’s Services on the Property’s website and community television channel(s). Operator shall provide

Association with appropriate promotional and informational material regarding the Services for the benefit of new Residents, and Association agrees to use its best efforts provide new Residents with same. Association shall have the right to review and approve all advertising and promotional materials relating to the Services prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned, or delayed.

- b. Operator shall have the right to review and approve all advertising and promotional materials relating to the Property to the extent such advertising and promotional materials refer to the Services; *provided, however*, that approval shall not be unreasonably withheld, conditioned, or delayed.
- c. With Association's permission, Operator shall have the right to refer to Association (and Association's successors-in-interest and assigns) as representative clients or projects in advertising and promotional materials related to the provision of services similar to the Services provided to the Property. Association shall have the right to review and approve all advertising and promotional materials relating to the Services provided to Association prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned, or delayed.
- d. Unless expressly stated in this Agreement, nothing in this Agreement shall be interpreted as granting one party any right or license in the trademarks, service marks, logos, or any other intellectual property owned by the other party, or in any goodwill associated therewith.
- e. Upon the signing of this contract, Association shall supply Operator with the contact information for the Residents and provide Operator with the names of future Residents as Residences are sold, including current addresses, email addresses, and phone numbers, which list will be kept confidential and will be used to enter Residents into Operator's customer relationship management database in order to install the Bulk Services, dispatch service calls and document activity on the account. Association will, upon request, periodically but not more than twice per year, provide Operator with a current list of Residents at the Property, which list will be kept confidential and may be used only to market the Services.

If Association refuses to provide email addresses to Operator, Association must assign sufficient management staff the task of communicating with residents and scheduling appointments.

- f. During the Term of this Agreement, and subject to applicable laws and regulations, Association shall not, and will not permit its Management Company, its employees, to: (i) promote, market, solicit for or sell services that compete with the Services provided by Operator; (ii) take any action (or make any omission), directly or indirectly, that is designed to or has the effect of encouraging Residents to choose another provider's services that compete with the Services provided by Operator; or (iii) install additional equipment or facilities or upgrade existing equipment or facilities to enable other service providers to provide services that compete with Services provided by Operator.

**12. Removal of System.**

- a. Upon expiration or termination of this Agreement for any reason, Operator shall have a period of six (6) months during which it shall be entitled, but not required, to remove the System. Operator shall promptly repair any damage to the Property and/or residences caused by the removal of the System.
- b. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12 (a) shall be tolled for as long as Operator is providing the Services and/or has the right under applicable law to continue to provide any or all of the Services on a Retail basis to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Operator shall have the exclusive right to continue to own and use the System and Equipment to provide the Services on a non-exclusive basis and shall have non-exclusive access to all In-Residence Wiring and the Property. This Section shall survive the termination of this Agreement.

**13. Limitation of Damages.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OPPORTUNITIES, LOSS OF GOODWILL, AND FUTURE PROFITS, OR FOR PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, AND EACH PARTY EXPRESSLY WAIVES AS AGAINST THE OTHER, TO THE FULLEST EXTENT OF THE LAW, THE RIGHT TO PURSUE ALL SUCH DAMAGES.

**14. Notices.**

All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service providing a signed receipt; or (iii) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. All notices shall be sent to the addressee at its address set forth following its name below:

To Operator:

Hotwire Communications, Ltd  
2100 West Cypress Creek Road  
Fort Lauderdale, FL 33309  
Attention: Kristin Johnson, Chief Executive Officer  
With a copy to: General Counsel

To Association:

Venetia Community Association, Inc.  
PO Box 18809  
Sarasota, FL 34276  
Attention: President  
With a Copy to: KONYK & LEMME PLLC

**15. Representations and Warranties of Association.**

Association represents and warrants that:

- a. Association has all necessary permissions, authorizations and other corporate or other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Association in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. Association is a not-for-profit corporation, duly organized and in good standing, and authorized to conduct business in the State of Florida; and
- c. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Association is currently a party conflicts with Association's obligations or Operator's rights under this Agreement, and Association's entry into and performance of this Agreement will not cause any default under any of the foregoing; and
- d. As of the Effective Date, except its current agreement for Bulk Services with Comcast, Association has not entered into any other agreement with any other third person or entity for the installation of a System, or the installation of any type of device or devices which is or are the equivalent of, to, or as Systems, or which perform or performs the same or similar functions as the System to be installed hereunder.
- e. Should this Agreement not be ratified in accordance with any provision of Florida law, Association shall have no liability to Operator, except for the reimbursement for all costs and expenses incurred by Operator in installing the System and all monies, if any, paid to the Association. This payment shall be made to Operator within sixty (60) days from the submission of invoices and statements of same to the Association.

**16. Representations and Warranties of Operator.**

Operator represents and warrants that:

- a. Operator has and shall maintain throughout the Term and any renewals all necessary permissions, permits, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Operator in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and



- b. Operator is a Pennsylvania limited partnership, duly organized and in good standing, and is, or will be as of the System Activation Date, authorized to conduct business in the State where the Property is located; and
- c. Operator has been granted, or will be granted as of the System Activation Date, by all applicable federal, state and local authorities, all applicable governmental approvals for Operator to perform and deliver the Services to the Property as contemplated hereby and Operator is in full compliance with and has incurred no default or other violation of any of the provisions of any such approvals or any applicable telecommunications laws, rules, regulations, ordinances and/or agreements with any telecommunications authorities; and
- d. Operator is the sole owner or has a valid lease or license to all of the Equipment; and
- e. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Operator is currently a party conflicts with Operator's obligations or Association's rights under this Agreement, and Operator's entry into and performance of this Agreement will not cause any default under any of the foregoing.

**17. Assignment.**

- a. Binding Effect and Assignment. This Agreement and all exhibits and addenda attached hereto shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns. Operator may assign this Agreement to any parent, affiliate, subsidiary, lender, entity that purchases the market or region, in which the Property is located, entity that purchases all or substantially all of an Operator's assets, or any entity into which Operator or its parent is merged or consolidated (collectively "Permitted Assigns"). Upon assignment, other than to a Permitted Assign, Association may require Operator to supply documentation showing that the assignee has sufficient and adequate resources to undertake the obligations, responsibilities, and liabilities, of the Operator, under this Agreement.
- b. Assignment by Association. If Association sells or otherwise conveys its ownership in the Property to any third-party (including a succeeding association or conversion to a condominium regime), then Association shall cause the purchaser, transferee and/or condominium or homeowners' association acquiring the Property to accept an assignment of all of Association's interest hereunder and assume all of Association's respective obligations and responsibilities under this Agreement, and all attachments and exhibits hereto, as part of such sale or other conveyance.
- c. Operator's Easement rights pursuant to this Agreement and all exhibits and addenda attached hereto, shall be incorporated in their entirety, and made a part of any sale or conveyance documents.

**18. Force Majeure.**

Neither party shall be liable for failure to perform all or part of this Agreement: by reason of Act of God, infectious disease (pandemics) war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third-party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to

operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or making prohibitively costly Operator's ability to provide the Services, or any other cause beyond their respective reasonable control.

**19. Confidentiality.**

This Agreement will remain confidential and shall not be disclosed to third parties, except as required by law. In the event that Association documents or state law requires disclosure of the Agreement to Association members upon request, Association shall have the right to make such disclosure, upon completion by the member of a non-disclosure agreement provided by Operator.

In the event that this Agreement is required by law to be filed or turned over to a governmental entity, contractor or other party, Operator shall be given reasonable prior notice of such disclosure and the right to include any accompanying documents necessary to protect the Agreement from becoming a public record or to require a redacted version used that removes non-essential information from the Agreement. This would include, but not be limited to, a cover letter and form indicating the Agreement is a trade secret.

**20. Severability.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If an arbitrator or court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Agreement on behalf of the party.

**22. Proprietary Information; Nondisclosure.**

During the term of this Agreement and for a period of two (2) years thereafter, each party will retain in confidence, and shall use its best efforts to require its managers, directors, officers, employees, consultants, representatives and agents to retain in confidence, any and all documents and information prominently labeled as "Confidential", "Proprietary Information" or similarly labeled (the "Proprietary Information"), except in the event that Association documents or state law requires disclosure of the Agreement to Association members upon request, Association shall have the right to make such disclosure.

**Neither party shall disclose the financial terms and conditions of this Agreement to any person or entity other than its employees, agents or representatives on a need-to-**

know basis, without the prior written consent of the other party unless ordered or required by law or federal, state or local authority; provided, however, that either party may disclose this Agreement for any bona fide business reason, including, without limitation, in connection with the sale, conveyance, financing, leasing or other disposition of the Property or any part thereof.

**23. Subcontractors.**

A Party may use a contractor of the Party, including, but not limited to an affiliate of the Party, to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release a Party from any duty or obligation to fulfill the Party's obligations under this Agreement.

Operator shall use reasonable efforts to ensure that in-home service personnel will be direct employees of Operator and not sub-contractors. Any and all subcontractors or employees entering the property must be uniformed shall be subject to approval by Association and shall display Operator picture ID with name and/or ID number easily visible.

**24. Intellectual Property.**

- a. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- b. Except as stated in section 10 above, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

**25. Headings.**

The headings used in this Agreement are inserted for convenience of reference only and are not intended to limit, expand, be a part of or otherwise affect the construction or meaning of the Principal Document.

**26. Non-exclusive Remedies.**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity, but no party shall be entitled to more than one recovery for the same damages.

**27. No Waivers.**

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies, or options.

**28. Dispute Resolution.**

The Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; or (ii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy, or claim to be resolved in accordance with this dispute resolution procedure. At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. If the negotiations do not resolve the Dispute within thirty (30) days of their commencement or such negotiations do not commence within ten (10) days of request by the other Party in writing, then either Party shall be free to pursue all rights and remedies available under this Agreement at law and/or in equity.

**29. Choice of Law and Jurisdiction.**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. The proper jurisdiction and venue for any litigation arising out of this Agreement shall be the Circuit Court in and for the County where the Property is located, and all parties hereunder waive any and all jurisdictional defenses.

**30. Survival.**

Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 19, 22, 24, 26, 27, 28, 29, 30, 31, and 34 of this Agreement shall survive the termination of this Agreement.

**31. No Jury Trial.**

THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**32. Exclusivity.**

The Parties understand, acknowledge, and agree that if, during the Term of this Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Association from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).

**33. Entire Agreement and Modifications.**

This Agreement contains the entire understanding of the parties, who each affirm and represent that the person executing this Agreement has the authority to do so. This Agreement shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

**34. Exhibits and Addenda.**

The Parties recognize, acknowledge, and agree that the exhibits and addenda to this Agreement ("Exhibits") are an integral part of this Agreement and the understanding of the Parties, and said Exhibits shall be binding upon and enforceable against each Party to the fullest extent of the law.

**35. Enforcement Costs**

In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party may recover from the other party, in addition to other relief, all costs and expenses, including without limitation reasonable legal fees, and court costs, incurred by the prevailing party.



IN WITNESS WHEREOF, the Parties have hereto caused this Communication Services Installation and Service Agreement to be executed as of the Effective Date written above.

**WITNESS/ATTEST:**

Lorraine Chimento  
Signature of Witness

Lorraine Chimento  
Print Witness Name

**ASSOCIATION:**

Venetia Community Association, Inc.

By: Cynthia Beckley  
Cynthia Beckley  
Title: President

Date: 12/13/2023

**WITNESS/ATTEST:**

Antonio Contarini  
Signature of Witness

ANTONIO CONTARINI  
Print Witness Name

**OPERATOR:**

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its  
General Partner

By: Kristin Johnson  
Kristin Johnson  
Title: Chief Executive Officer

Date: 12/18/2023

# **EXHIBIT A** **LEGAL DESCRIPTION OF PROPERTY**

## **PARCEL "A"**

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S 00° 19' 31" W, along the East line of said Section 34, a distance of 168.38 feet to the South Right of Way line of U.S. Highway No. 41 (State Road No. 45) as shown on Florida Department of Transportation Right of Way Map Section 17010-2508, for a POINT OF BEGINNING; thence S 36° 36' 40" W, a distance of 4498.78 feet to the South line of the North Three Quarters of said Section 34; thence N 89° 36' 20" W, along said South line of the North Three Quarters of Section 34, a distance of 1546.07 feet to the Easterly Right of Way line of State Road No. 776, as shown on Florida Department of Transportation Right of Way Map Section 17050-2505; thence along said Easterly Right of Way line, the following three courses and distances: (1) N 32° 48' 12" W, a distance of 107.98 feet; (2) thence N 19° 16' 44" W, a distance of 34.21 feet; (3) thence N 32° 48' 12" W, a distance of 624.84 feet to the Easterly Right of Way line of Jacaranda Boulevard, as recorded in Official Records Book 1828, Page 1181 and Official Records Book 1840, Page 901, Public Records of Sarasota County, Florida; thence along said Easterly Right of Way line of Jacaranda Boulevard the following four courses and distances: (1) N 57° 11' 46" E, a distance of 495.88 feet to the point of curvature of a curve to the left having a radius of 1010.00 feet, a central angle of 72° 12' 15", a chord bearing of N 21° 05' 38" E and a chord length of 1190.24 feet; (2) thence along the arc of said curve, an arc length of 1272.81 feet to the point of tangency of said curve; (3) thence N 15° 00' 30" W, a distance of 508.69 feet to the point of curvature of a curve to the right, having a radius of 1120.00 feet, a central angle of 18° 29' 43", a chord bearing of N 05° 45' 39" W and a chord length of 359.97 feet; (4) thence along the arc of said curve, an arc length of 361.54 feet to the end of said curve, to the South line of lands described in Official Record Book 2707, Page 1950, Public Records of Sarasota County, Florida; thence along said South line of lands described in Official Record Book 2707, Pages 1950, the following twenty courses and distances: (1) S 89° 36' 32" E, a distance of 260.02 feet; (2) thence S 00° 23' 28" W, a distance of 143.18 feet; (3) thence N 79° 55' 40" E, a distance of 62.52 feet; (4) thence S 54° 00' 59" E, a distance of 59.34 feet; (5) thence N 88° 42' 38" E, a distance of 34.10 feet; (6) thence S 84° 46' 26" E, a distance of 34.26 feet; (7) thence N 83° 06' 34" E, a distance of 45.60 feet; (8) thence N 57° 54' 02" E, a distance of 42.42 feet; (9) thence S 79° 57' 07" E, a distance of 37.84 feet; (10) thence S 42° 25' 26" E, a distance of 23.79 feet; (11) thence N 47° 46' 27" E, a distance of 88.62 feet; (12) thence S 76° 34' 50" E, a distance of 60.59 feet; (13) thence N 71° 38' 15" E, a distance of 31.43 feet; (14) thence S 23° 15' 27" E, a distance of 19.30 feet; (15) thence S 56° 42' 53" E, a distance of 120.42 feet; (16) thence S 35° 55' 53" E, a distance of 83.78 feet; (17) thence S 21° 32' 00" W, a distance of 227.35 feet; (18) thence S 89° 36' 32" E, a distance of

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174.54 feet; (19) thence N 00° 23' 28" E, a distance of 481.66 feet; (20) thence S 89° 36' 32" E, a distance of 120.00 feet to the Southeast corner of said lands described in Official Records Book 2707, Page 1950; thence continue S 89° 36' 32" E, a distance of 338.06 feet; thence N 00° 23' 28" E, a distance of 625.00 feet; thence S 89° 36' 32" E, a distance of 876.49 feet; thence N 00° 23' 28" E, a distance of 274.75 feet to said South Right of Way line of U.S. Highway No. 41; thence along said South Right of Way line the following five courses and distances: (1) S 89° 37' 04" E, a distance of 59.42 feet; (2) thence S 83° 54' 26" E, a distance of 100.50 feet; (3) thence S 89° 37' 04" E, a distance of 100.00 feet; (4) thence N 84° 40' 18" E, a distance of 100.50 feet; (5) thence S 89° 37' 04" E, a distance of 1401.71 feet to the POINT OF BEGINNING.

**PARCEL "B"**

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S 00° 19' 31" E, along the East line of said Section 34, a distance of 168.38 feet to the POINT OF BEGINNING; thence S 36° 36' 40" W, a distance of 4698.78 feet to the South line of the North Three Quarters of said Section 34; thence S 89° 36' 20" E along said South line of the North Three Quarters of Section 34, a distance of 2780.80 feet to said East line of Section 34; thence N 00° 19' 31" E, along said East line of Section 34, a distance of 3790.93 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION: VENETIA PHASE I A

A PARCEL OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST BOUNDARY CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°17'49" W, ALONG THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SECTION 34 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), FOR 2651.09 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID NORTHEAST 1/4 OF SECTION 34; THENCE S 00°17'43" W, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, FOR 1308.29 FEET TO THE NORTHEAST BOUNDARY CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTHEAST BOUNDARY CORNER OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2, AS RECORDED IN CONDOMINIUM PLAT BOOK 7, PAGE 18 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 89°38'32" W, ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTH BOUNDARY LINE OF SAID CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2 AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES, AS RECORDED IN PLAT BOOK 25, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 2657.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°38'32" W, ALONG SAID SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SECTION 34, SAME ALSO BEING SAID NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKES-PHASE TWO, AS RECORDED IN PLAT BOOK 20, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 1668.69 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD), ACCORDING TO OFFICIAL RECORDS BOOK 2593, PAGE 153 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD): (1) THENCE N 32°49'55" W, FOR 8.93 FEET; (2) THENCE N 19°18'27" W, FOR 34.21 FEET; (3) THENCE N 32°49'55" W, FOR 724.48 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 1840, PAGE 901 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD: (1) THENCE N 57°10'05" E, FOR 495.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 64°03'30", AN ARC LENGTH OF 1129.21 FEET AND A CHORD BEARING N 25°08'20" E, FOR 1071.31 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, S 89°38'14" E, FOR 103.81 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N 32°38'30" E, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 64°46'51", AN ARC LENGTH OF 181.69 FEET, AND A CHORD BEARING S 89°44'56" E, FOR 177.83 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 89°38'14" E, FOR 289.91 FEET; THENCE S 00°21'46" W, FOR 141.17 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 46°26'03" E, FOR 54.87 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 10°30'05" E, FOR 57.91 FEET; THENCE S 20°14'55" W, FOR 120.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 20°14'55" W, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 01°28'03", AN ARC LENGTH OF 11.39 FEET, AND A CHORD BEARING N 70°28'06" W, FOR 11.39 FEET TO THE POINT OF CUSP, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 57°03'03" E, FOR 38.24 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 33°24'57" W, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 02°24'40", AN ARC LENGTH OF 43.76 FEET, AND A CHORD BEARING S 53°22'45" E, FOR 43.78 FEET TO THE POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 44°07'37", AN ARC LENGTH OF 619.90 FEET, AND A CHORD BEARING S 30°06'35" E, FOR 604.77 FEET TO THE POINT OF WITH A NON-TANGENT LINE; THENCE N 81°57'14" E, FOR 25.82 FEET; THENCE S 34°34'47" E, FOR 93.89 FEET; THENCE S 22°30'31" W, FOR 184.84 FEET; THENCE S 08°02'46" E, FOR 37.53 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 24°12'17", AN ARC LENGTH OF 109.84 FEET AND A CHORD BEARING S 04°03'22" W, FOR 109.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 39°24'01" E, FOR 318.26 FEET; THENCE S 60°53'23" E, FOR 24.06 FEET; THENCE N 89°38'32" W, FOR 77.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 33°53'47", AN ARC LENGTH OF 165.65 FEET AND A CHORD BEARING N 72°41'39" W, FOR 163.24 FEET TO THE POINT OF TANGENCY; THENCE N 55°44'43" W, FOR 122.01 FEET; THENCE S 34°15'15" W, FOR 120.00 FEET; THENCE S 02°14'55" W, FOR 47.17 FEET; THENCE S 34°15'15" W, FOR 92.26 FEET; THENCE S 34°40'01" W, FOR 27.74 FEET; THENCE S 55°44'45" E, FOR 97.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 10°32'15", AN ARC LENGTH OF 181.18 FEET AND A CHORD BEARING S 65°00'53" E, FOR 180.39 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 00°21'28" W, FOR 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,687,433 SQUARE FEET OR 61.693 ACRES, MORE OR LESS.

## DESCRIPTION

## OFFICIAL RECORDS INSTRUMENT # 1998101160 66 PGS

A portion of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Exhibit "B"

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, thence S.00°17'49"W., along the West line of the Northeast Quarter of said Section 34, a distance of 168.06 feet to the South Right of Way line of U.S. Highway No. 41 (State Road No. 43), as shown on State of Florida, State Road Department, Right of Way Map, Section 10710-2503, for a POINT OF BEGINNING; thence N.89°38'30"W., along said South Right of Way Line, a distance of 887.07 feet; thence S.00°22'58"W., leaving said South Right of Way Line, a distance of 44.42 feet to the point of curvature of a curve to the left, having a radius of 150.00 feet, a central angle of 71°07'39", a chord bearing of S.35°10'54"E., and a chord length of 174.48 feet; thence along the arc of said curve, an arc length of 188.21 feet to the point of reverse curvature of a curve to the right, having a radius of 250.00 feet, a central angle of 29°27'58", a chord bearing of S.56°00'45"E., and a chord length of 127.16 feet; thence along the arc of said curve, an arc length of 128.57 feet to the point of tangency of said curve; thence S.41°15'46"E., a distance of 277.96 feet; thence S.48°43'14"W., a distance of 100.00 feet; thence N.41°18'48"W., a distance of 76.00 feet; thence S.48°43'14"W., a distance of 143.00 feet; thence S.80°43'33"W., a distance of 47.17 feet; thence S.48°43'14"W., a distance of 181.66 feet to the point of curvature of a curve to the left, having a radius of 355.00 feet, a central angle of 20°01'24", a chord bearing of S.38°42'32"W., and a chord length of 192.97 feet; thence along the arc of said curve, an arc length of 193.96 feet to the end of said curve; thence N.56°49'36"W., a distance of 208.55 feet; thence S.19°20'01"W., a distance of 87.92 feet; thence S.70°07'21"W., a distance of 1042.70 feet; thence N.89°38'14"W., a distance of 1097.73 feet to a point on the southerly boundary line of lands described in Official Records Book 2707, at Page 1950, Public Records of Sarasota County, Florida, thence along said southerly boundary line of lands described in Official Records Book 2707, at Page 1950, the following seventeen (17) courses and distances: (1) S.00°21'46"W., a distance of 213.87 feet; (2) N.89°38'14"W., a distance of 174.54 feet; (3) N.21°30'18"E., a distance of 227.35 feet; (4) N.35°57'35"W., a distance of 83.78 feet; (5) N.58°44'33"W., a distance of 120.42 feet; (6) N.23°17'09"W., a distance of 19.30 feet; (7) S.71°36'33"W., a distance of 31.43 feet; (8) N.76°36'32"W., a distance of 60.59 feet; (9) S.47°44'43"W., a distance of 88.62 feet; (10) N.42°27'08"W., a distance of 23.79 feet; (11) N.78°58'49"W., a distance of 37.84 feet; (12) S.57°52'20"W., a distance of 42.42 feet; (13) S.83°04'52"W., a distance of 45.60 feet; (14) N.84°48'08"W., a distance of 34.26 feet; (15) S.88°40'56"W., a distance of 34.10 feet; (16) N.54°02'41"W., a distance of 39.34 feet; (17) S.79°53'38"W., a distance of 62.52 feet; thence S.42°46'13"W., leaving said southerly boundary of lands described in Official Records Book, 2707, Page 1950, a distance of 319.66 feet to the Easterly Right of Way line of Jacaranda Boulevard, as per Official Records Book 1828, at Page 1181, and Official Records Book 1840, at Page 901, Public Records of Sarasota County, Florida, thence S.15°02'11"E., along said Easterly Right of Way line of Jacaranda Boulevard, a distance of 486.58 feet to the point of curvature of a curve to the right, having a radius of 1010.00 feet, a central angle of 06°08'46", a chord bearing of S.10°37'48"E., and a chord length of 143.48 feet; thence along said Easterly Right of Way line of Jacaranda Boulevard, same being the arc of said curve, an arc length of 143.60 feet to the end of said curve; thence leaving said Easterly Right of Way line of Jacaranda Boulevard, S.89°38'14"E., a distance of 105.81 feet to a point on a curve to the left, having a radius of 166.00 feet, a central angle of 64°46'51", a chord bearing of S.89°44'56"E., and a chord length of 177.85 feet; thence along the arc of said curve, an arc length of 187.69 feet to the end of said curve; thence S.89°38'14"E., a distance of 289.91 feet; thence S.00°21'46"W., a distance of 141.17 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.46°26'21"E., a distance of 54.87 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.10°30'03"E., a distance of 37.51 feet; thence S.20°14'55"W., a distance of 120.00 feet to a point on a curve to the left, having a radius of 455.00 feet, a central angle of 01°26'03", a chord bearing of N.70°28'06"W., and a chord length of 11.39 feet; thence along the arc of said curve, an arc length of 11.39 feet to the end of said curve; thence S.57°03'03"E., a distance of 38.24 feet to a point on a curve to the right, having a radius of 1040.00 feet, a central angle of 02°24'40", a chord bearing of S.53°22'43"E., and a chord length of 43.76 feet; thence along the arc of said curve, an arc length of 43.76 feet to the point of compound curvature of a curve to the right, having a radius of 805.00 feet, a central angle of 44°07'36", a chord bearing of S.30°06'33"E., and a chord length of 604.77 feet; thence along the arc of said curve, an arc length of 819.88 feet to the point of tangency of said curve; thence S.04°02'48"E., a distance of 261.29 feet to the point of curvature of a curve to the right, having a radius of 260.00 feet, a central angle of 24°12'11", a chord bearing of S.04°03'22"W., and a chord length of 109.02 feet; thence along the arc of said curve, an arc length of 109.84 feet to the end of said curve; thence S.39°24'01"E., a distance of 318.26 feet; thence S.60°53'23"E., a distance of 24.86 feet; thence N.89°38'32"W., a distance of 77.27 feet to the point of curvature of a curve to the right, having a radius of 280.00 feet, a central angle of 33°53'47", a chord bearing of N.72°41'39"W., and a chord length of 163.24 feet; thence along the arc of said curve, an arc length of 165.65 feet to the point of tangency of said curve; thence N.55°44'45"W., a distance of 122.01 feet; thence S.34°15'15"W., a distance of 120.00 feet; thence S.02°14'55"W., a distance of 47.17 feet; thence S.34°15'15"W., a distance of 92.26 feet; thence S.34°40'01"W., a distance of 27.74 feet; thence S.55°44'45"E., a distance of 97.21 feet to the point of curvature of a curve to the left, having a radius of 580.00 feet, a central angle of 18°32'15", a chord bearing of S.65°00'53"E., and a chord length of 180.39 feet; thence along the arc of said curve, an arc length of 181.18 feet to the end of said curve; thence S.01°21'28"W., a distance of 25.00 feet to the South line of the North Three Quarters of said Section 34, same being the North line of HOURGLASS ESTATES, recorded in Plat Book 25, Page 45, Public Records of Sarasota County, Florida, and CIRCLEWOODS OF VENICE CONDOMINIUM SECTION 2, recorded in Condominium Book 7, Page 18, Public Records of Sarasota County, Florida, thence S.89°38'32"E., along said South line of the North Three Quarters of said Section 34, a distance of 265.16 feet to the Southeast corner of said North Three Quarters of Section 34, same being the Northeast corner of Circlewoods of Venice Condominium Section 2, thence N.00°17'43"E., along the East line of the Southeast Quarter of said Section 34 a distance of 1308.29 feet to the East Quarter Corner of said Section 34; thence N.00°17'49"E., along the East line of the Northeast Quarter of said Section 34, a distance of 2482.68 feet to the POINT OF BEGINNING

Parcel contains 213.1741 acres more or less.



EXHIBIT "A"

LEGAL DESCRIPTION:

A REPLAT OF LOT 341 AND A PORTION OF TRACT 201, VENETIA - PHASE I A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF REVERSE CURVE IN THE CENTERLINE OF THE PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ACCORDING TO THE PLAT OF VENETIA - PHASE I A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING THAT POINT OF REVERSE CURVE LYING WEST OF LOT 341, SAID VENETIA - PHASE I A; THENCE N88°34'39"E, FOR 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PRIVATE RIGHT-OF-WAY OF SAID BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE WESTERLY, SAME ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, ALONG THE ARC OF SAID CURVE WITH A RADIAL BEARING OF S88°34'39"W, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 11°41'47", AN ARC LENGTH OF 21.44 FEET, AND A CHORD BEARING N07°16'14"W FOR 21.40 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAME ALSO BEING THE NORTHWEST CORNER OF AFORESAID LOT 341; THENCE LEAVING SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, N78°52'52"E, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 341, FOR 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 341; THENCE S13°07'08"E, FOR 35.19 FEET; THENCE S07°52'18"E, FOR 48.24 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 341; THENCE S77°29'20"W, ALONG SAID EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF LOT 341, AND THE SOUTH BOUNDARY LINE OF SAID LOT 341, RESPECTIVELY, FOR 124.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 341, SAME ALSO BEING A POINT ON AFORESAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N77°29'20"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 11°05'19", AN ARC LENGTH OF 58.08 FEET, AND A CHORD BEARING N06°58'00"W, FOR 57.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.839 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

# BEING A SUBDIVISION OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34,

## LEGAL DESCRIPTION:

EXHIBIT "A"

Being a subdivision of land lying within the North 3/4 of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida; thence  $800^{\circ}17'49''$ W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), for 1,608.67 feet to the POINT OF BEGINNING; Thence continue along said East boundary line of the Northeast 1/4,  $800^{\circ}17'49''$ W, for 1,041.42 feet to the Southeast corner of said Northeast 1/4 of Section 34; thence  $800^{\circ}17'43''$ W, along the East line of the Southeast 1/4 of said Section 34, a distance of 1308.29 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34, same also being the Northeast corner of Circle Woods of Venice a Condominium, Section 2, as recorded in Condominium Plat Book 7, page 18 of the public records of Sarasota County, Florida; thence  $N89^{\circ}28'32''$ W, along the South line of the North 3/4 of said Section 34, same also being the North line of said Circle Woods of Venice a Condominium, same also being the Easterly extension of the South line of Venetia - Phase 2, as recorded in Plat Book 40, page 46 of the public records of Sarasota County, Florida, a distance of 1367.47 feet to the Southeast corner of said Venetia - Phase 2; thence leaving said South line at the North 3/4 of said Section 34, along the Easterly line of said Venetia - Phase 2 the following feet: (1) thence  $N00^{\circ}21'28''$ E, for 145.00 feet; (2) thence  $N57^{\circ}23'17''$ E, for 73.87 feet; (3) thence  $N00^{\circ}21'28''$ E, for 120.00 feet; (4) thence  $N20^{\circ}41'08''$ E, for 285.58 feet; (5) thence  $N40^{\circ}18'38''$ W, for 120.00 feet; (6) thence  $N84^{\circ}47'41''$ W, for 58.27 feet; (7) thence  $N35^{\circ}53'31''$ W, for 120.00 feet to the point of intersection with a non-tangent curve, concave Northwesterly; (8) thence Northwesterly along the arc of said curve, from a radial bearing of  $S55^{\circ}53'31''$ E, having a radius of 410.00 feet, a central angle of  $21^{\circ}33'37''$ , an arc length of 154.28 feet, and a chord bearing  $N43^{\circ}19'40''$ E for 153.87 feet, to the point of tangency; (9) thence  $N32^{\circ}32'52''$ E, for 86.56 feet; (10) thence  $N57^{\circ}27'08''$ W, for 343.27 feet; thence leaving said Easterly line of said plot of Venetia - Phase 2,  $N41^{\circ}31'14''$ E, for 121.49 feet; thence  $N27^{\circ}09'32''$ E, for 40.18 feet; thence  $N32^{\circ}32'52''$ E, for 120.00 feet; thence  $S57^{\circ}27'08''$ E, for 327.63 feet to the point of intersection with a non-tangent curve, concave Westerly; thence Northerly along the arc of said curve, from a radial bearing of  $S61^{\circ}16'19''$ E, having a radius of 210.00 feet, a central angle of  $35^{\circ}31'42''$ , an arc length of 203.52 feet, and a chord bearing  $N00^{\circ}57'50''$ E for 193.65 feet, to the point of tangency; thence  $N26^{\circ}48'01''$ W, for 483.95 feet; thence  $N63^{\circ}11'59''$ E, for 282.75 feet to the point of curvature of a curve concave Northwesterly; thence Northwesterly along the arc of said curve, having a radius of 495.00 feet, a central angle of  $11^{\circ}55'38''$ , an arc length of 102.74 feet, and a chord bearing  $N57^{\circ}15'12''$ E for 102.56 feet to the point of intersection with a non-tangent line; thence  $N41^{\circ}55'05''$ W, for 33.64 feet; thence  $N37^{\circ}05'18''$ E, for 129.14 feet; thence  $N21^{\circ}52'05''$ E, for 45.82 feet; thence  $N48^{\circ}35'15''$ E, for 120.00 feet; thence  $N21^{\circ}52'05''$ E, for 308.21 feet to the POINT OF BEGINNING.

Containing 64.395 acres, more or less.

RECORDED FOR REFERENCE. Liability of owner, heirs or assigns for unrecorded property may be extinguished by the recording of this instrument.

OFFICIAL RECORDS INSTRUMENT # 202004265 5 PGS

LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 3/4 of Section 34, Township 20 South, Range 10 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 20 South, Range 10 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the base of bearings for this description), for 168.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), as recorded in Road Plat Book 1, Page 114K of the Public Records of Sarasota County, Florida, same also being the POINT OF BEGINNING, thence leaving said South Right-of-Way line of State Road 45 (US 41), continue S00°17'49"W, along said East line of the Northeast 1/4, for 1,441.26 feet; thence leaving said East line of the Northeast 1/4 of Section 34, S81°21'08"W, for 803.21 feet; thence S48°35'19"W, for 120.00 feet; thence S21°52'05"W, for 45.92 feet; thence S53°05'18"W, for 125.14 feet; thence S41°39'05"E, for 33.64 feet to the point of intersection with a non-tangent curve, concave Northwesterly; thence Southwesterly along the arc of said curve, from a radial bearing of S50°41'54"E, having a radius of 493.00 feet, a central angle of 11°55'32", an arc length of 182.74 feet, and a chord bearing S57°15'19"W for 100.56 feet, to the point of tangency; thence S63°11'50"W, for 282.75 feet; thence S26°48'01"E, for 485.93 feet to the point of curvature of a curve concave Westerly; thence Southwesterly along the arc of said curve, having a radius of 210.00 feet, a central angle of 23°31'42", an arc length of 203.57 feet, and a chord bearing S09°37'30"W for 195.43 feet to the point of intersection with a non-tangent line; thence N51°27'00"W, for 327.83 feet; thence S38°23'32"E, for 120.00 feet; thence S87°09'32"W, for 40.18 feet; thence S41°31'14"W, for 171.49 feet to the point of intersection with the Easly boundary of VENETIA - PHASE 2, as recorded in Plat Book 40, page 48 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly; thence along said Easterly boundary of VENETIA - PHASE 2 the following six (6) courses: (1) thence Southwesterly along the arc of said curve, from a radial bearing of S44°49'00"E, having a radius of 640.00 feet, a central angle of 08°48'13", an arc length of 76.00 feet, and a chord bearing S48°35'07"W for 75.95 feet, to the point of tangency; (2) thence S51°58'13"W, for 20.61 feet; (3) thence N38°00'47"W, for 120.00 feet; (4) thence N46°00'37"W, for 50.50 feet; (5) thence N38°00'47"W, for 120.00 feet; (6) thence N46°34'50"W, for 1,350.57 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 1B, as recorded in Plat Book 42, Page 5 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly; thence along said Easterly boundary of VENETIA - PHASE 1B the following seven (7) courses: (1) thence leaving said Easterly boundary of VENETIA - PHASE 2, Northwesterly along the arc of said curve, from a radial bearing of S57°36'05"E, having a radius of 166.00 feet, a central angle of 19°14'24", an arc length of 86.74 feet, and a chord bearing N22°45'43"E for 55.48 feet, to the point of intersection with a non-tangent line; (2) thence S43°41'32"E, for 14.38 feet; (3) thence N11°00'41"E, for 26.44 feet; (4) thence N04°31'24"E, for 12.50 feet; (5) thence N13°24'50"E, for 42.67 feet; (6) thence N28°18'58"E, for 22.91 feet; (7) thence N22°18'23"E, for 372.32 feet; thence leaving said Easterly line of VENETIA - PHASE 1B, S43°57'28"E, for 181.70 feet; thence S08°58'14"E, for 234.85 feet; thence S7°52'20"E, for 287.62 feet; thence S89°30'14"E, for 40.00 feet; thence S00°21'48"W, for 286.32 feet; thence S89°34'14"E, for 170.00 feet; thence N86°54'04"E, for 776.70 feet; thence S03°48'39"E, for 120.00 feet; thence N08°11'21"E, for 480.86 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 140.48 feet, and a chord bearing N27°27'10"E for 148.00 feet to the point of tangency; thence N48°45'14"E, for 315.64 feet; thence N22°08'20"E, for 55.90 feet; thence N48°45'14"E, for 124.88 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing N07°43'18"E for 14.54 feet to the point of tangency; thence N61°18'45"W, for 51.86 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 23°57'25", an arc length of 77.14 feet, and a chord bearing N56°00'43"W for 78.29 feet to the point of curvature of a curve concave Northwesterly; thence Northwesterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.55 feet, and a chord bearing N55°10'64"W for 290.80 feet, to the point of tangency; thence N00°22'56"E, for 34.57 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71 feet, and a chord bearing N44°37'47"W for 14.13 feet, to the point of tangency, same also being the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence along said South Right-of-Way line of State Road 45 (US 41), S00°34'30"E, for 797.08 feet to the POINT OF BEGINNING.

Containing 3,033,639 square feet or 69.647 acres, more or less

Exhibit "A"

RECORDING MEMO: Legality of writing, typing or printing for reproduction purpose may be questioned in this document when received.

INSTRUMENT 8 280303795

4 PGS

legal.txt

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34, for 168.41 feet to the point of intersection with the South Right-of-way line of State Road 45 (US 41), Florida Department of Transportation Right-of-way map, Section 17010-2508, as recorded in Road Plat Book 1, Page 114k, of the Public Records of Sarasota County, Florida, same also being the Northeast corner of Venetia - Phase 3, as recorded in Plat Book 43, Pages 12 through 12n of the Public Records of Sarasota County, Florida; thence N89°38'30"W, along said South Right-of-way line of State Road 45 (US 41) (being the basis of bearings for this description), same being a North line of said Venetia - Phase 3, for 797.08 feet to the point of cusp of a curve concave Southwesterly, same being a Northwest corner of said Venetia - Phase 3, same also being the POINT OF BEGINNING; thence leaving said South Right-of-way line of State Road 45 (US 41), along a Northerly line of said Venetia - Phase 3 the following fifteen (15) courses: (1) thence Southeasterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71', and a chord bearing S44°37'47"E for 14.15 feet to the point of tangent; (2) thence S00°22'56"W, for 34.37 feet to the point of curvature of a curve concave Northeasterly; (3) thence Southeasterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.35 feet, and a chord bearing S35°10'53"E for 290.80 feet to the point of reverse curvature of a curve concave Southwesterly; (4) thence Southeasterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing S56°00'45"E for 76.29 feet to the point of tangent; (5) thence S41°16'46"E, for 91.96 feet to the point of curvature of a curve concave Westerly; (6) thence Southerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing S03°43'14"W for 14.14 feet to the point of tangent; (7) thence S48°43'14"W, for 124.65 feet; (8) thence S22°09'20"W, for 55.90 feet; (9) thence S48°43'14"W, for 319.64 feet to the point of curvature of a curve concave Southeasterly; (10) thence Southwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 148.46 feet, and a chord bearing S27°27'18"W, for 145.08 feet to the point of tangent; (11) thence S06°11'21"W, for 480.86 feet; (12) thence N83°48'39"W, for 120.00 feet; (13) thence S89°34'04"W, for 776.70 feet; (14) thence N89°38'14"W, for 120.00 feet; (15) thence N00°21'46"E, for 282.32 feet; thence leaving said Northerly line of Venetia - Phase 3, N70°21'26"E, for 106.28 feet; thence N00°57'35"E, for 131.46 feet; thence N50°19'08"E, for 164.22 feet; thence N81°19'08"E, for 119.83 feet; thence N46°53'46"E, for 296.09 feet; thence N00°21'30"E, for 579.20 feet to the point of intersection with said South Right-of-way line of State Road 45 (US 41); thence N84°38'52"E, along said South Right-of-way line of State Road 45 (US 41) for 17.73 feet; thence continue along said South Right-of-way line of State Road 45 (US 41), S89°38'30"E, for 603.03 feet to the POINT OF BEGINNING.

Containing 1,158,054 square feet or 26.585 acres, more or less.

Exhibit "A"

Page 1

## EXHIBIT "A"

BEING A PARCEL OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S00°17'49"W, ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 34, FOR 168.41 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41), FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 17010-2508, AS RECORDED IN ROAD PLAT BOOK 1, PAGE 114K, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. SAME ALSO BEING THE NORTHEAST CORNER OF VENETIA - PHASE 3, AS RECORDED IN PLAT BOOK 43, PAGES 12 THROUGH 12N OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41) (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), THE FOLLOWING TWO (2) COURSES; (1) THENCE N89°38'30"W, FOR 1400.11 FEET; (2) THENCE S84°38'52"W, FOR 17.73 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41), S00°21'30"W, FOR 579.20 FEET; THENCE S46°53'46"W, FOR 296.09 FEET; THENCE S81°19'08"W, FOR 119.83 FEET; THENCE S50°19'08"W, FOR 164.22 FEET; THENCE S00°57'35"W, FOR 131.46 FEET; THENCE S70°21'26"W, FOR 106.28 FEET TO THE POINT OF INTERSECTION WITH A NORTHERLY LINE OF SAID VENETIA - PHASE 3; THENCE ALONG SAID NORTHERLY LINE OF VENETIA - PHASE 3 THE FOLLOWING SIX (6) COURSES; (1) THENCE N89°38'14"W, FOR 32.00 FEET; (2) THENCE N00°21'46"E, FOR 39.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 18°57'45", AN ARC LENGTH OF 20.85 FEET, AND A CHORD BEARING N09°07'07"W FOR 20.76 FEET TO THE POINT OF TANGENT; (4) THENCE N18°35'59"W, FOR 8.31 FEET; (5) THENCE N89°38'14"W, FOR 515.56 FEET; (6) THENCE N43°57'26"W, FOR 151.70 FEET TO THE NORTHWEST CORNER OF SAID VENETIA - PHASE 3, SAME ALSO BEING THE NORTHEAST CORNER OF VENETIA - PHASE 1B, AS RECORDED IN PLAT BOOK 42, PAGE 5 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAME ALSO BEING THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2913, PAGE 1787 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE LEAVING SAID NORTHERLY LINE OF VENETIA - PHASE 3, N00°21'46"E, ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2913, PAGE 1787, FOR 625.00 FEET; THENCE LEAVING SAID EASTERLY LINE OF OFFICIAL RECORDS BOOK 2913, PAGE 1787, S89°38'14"E, FOR 876.50 FEET; THENCE N00°21'46"E, FOR 275.20 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41) THE FOLLOWING FOUR (4) COURSES; (1) THENCE S89°38'30"E, FOR 60.96 FEET; (2) THENCE S83°55'52"E, FOR 100.50 FEET; (3) THENCE S89°38'30"E, FOR 100.00 FEET; (4) THENCE N84°38'52"E, FOR 82.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 874,140 SQUARE FEET OR 20.067 ACRES, MORE OR LESS



**EXHIBIT B**  
**TELECOMMUNICATIONS EASEMENT**

(ON FOLLOWING PAGE)

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**THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO:**

General Counsel  
Hotwire Communications, Ltd.  
2100 West Cypress Creek Road  
Fort Lauderdale, FL 33309

*This space reserved for Records use only*

### **GRANT OF TELECOMMUNICATIONS EASEMENT**

**THIS GRANT OF TELECOMMUNICATIONS EASEMENT**(the "Easement") is conveyed this 9th day of December 2023, by Venetia Community Association, Inc., a not-for-profit corporation, authorized to do business in Florida, its successors, and assigns (together "Grantor"), whose address is 4401 Corso Venetia, Venice, FL 34293, to **HOTWIRE COMMUNICATIONS, LTD**, its successors and assigns (together "Grantee"), whose address is 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309.

**WHEREAS**, Grantor is the owner of that certain real property located in Sarasota County, commonly known as Venetia Community Association, Inc., located at 4401 Corso Venetia, Venice, FL 34293, as more specifically described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, Grantor desires to grant, and Grantee desires to obtain, an easement (the "Easement") which shall, at all times and in all events, run with the Agreement, in order to provide certain Services to the Property, as defined and in accordance with that certain Communication Services Installation and Service Agreement dated December 9, 2023 (hereafter the "Agreement").

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00) paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, with advance notice and approval from Association, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon the Property from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance and operation of telecommunication facilities, such facilities to include, without limitation telephone, television, internet access on, about and within the Property, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for use as telecommunications, internet, cable television, and other such facilities Grantee deems desirable for providing telephone and cable television services and other telecommunication services in, over, across and under the Property (the "Facilities"). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, the Facilities; (b) the right for Grantee to change the quantity and type of the Facilities; (c) the right for Grantee to clear, with advance notice to and approval from

Association, the Easement area of trees, limbs, undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation and/or maintenance of the Facilities; (d) the reasonable right for the Grantee to enter upon the land of the Grantor adjacent to said Easement area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said Easement for the purposes described herein.

2. Grantor shall retain the right to move parts of Grantee's equipment in the case of an emergency, *provided, however*, Grantor shall have first attempted to notify Grantee of said emergency and Grantee cannot respond to said emergency within a reasonable time period as determined by the nature of the emergency, and shall cooperate with Grantee to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. Grantee shall not be deemed to be in breach or default of the Agreement or of this Easement if the relocation of Grantee's Equipment by Grantor results in Service or System Disruptions or Outages, as defined in the Agreement.

3. Grantor hereby covenants and agrees that no buildings, facilities, wiring, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement area physically occupied by the Facilities (the "Facilities Area"). If fences are installed, they shall be placed so as to allow ready access to the Facilities. If Grantor's future orderly development of the Property physically conflicts with the location of the Facilities or encroaches upon the Facilities Area, Grantee shall, within ninety (90) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon area on the Property, *provided, however*, that prior to the relocation of the Facilities (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities. Upon relocation of the Facilities, the Easement granted herein shall be deemed abandoned as to only that portion of Property formerly occupied by the Facilities.

4. Grantor shall not interfere with the Facilities or knowingly permit any third-party to interfere with the Facilities. Grantor hereby agrees to indemnify, defend, and hold harmless Grantee, its agents, successors, and assigns, from and against any and all claims, suits, demands, damages, losses, costs, or expenses, including without limitation, reasonable attorney's fees, of any nature arising out of or resulting from, directly or indirectly, any interference with the Facilities by Grantor or Grantor's agents, contractors, or employees.

5. Grantor hereby warrants and covenants that: (a) Grantor is the legal owner of the Property in fee simple; (b) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and (c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement free from interruption during the term of this Agreement.

6. This Easement is given solely in connection with the delivery of Services to the Property as set forth in the Agreement and is limited to Grantee's obligation to provide Services to Grantor during the Term and any renewal Terms. This Easement is and shall be exclusive as to Grantee for the provision of Bulk Telecommunications Service(s) to the Property for a period of ten (10) years or for so long as Grantee is and remains the provider of any Bulk Telecommunications Service(s) at the Property, including any renewal bulk terms, whichever is

longer. Grantee shall have the right to continue using and exercising to the fullest extent of the law all the rights and privileges granted in this Easement and the Facilities and Facilities Area to provide the Service(s) to the Property, on a non-exclusive basis, regardless of the expiration or termination of the Communication Services Installation and Service Agreement and/or Bulk Services Addendum and/or Bulk Services Agreement. The rights and privileges granted to Grantee by Grantor pursuant to this Easement shall remain in effect for so long as Grantee continues to provide any Service(s) to the Property.

7. A failure or delay of Grantee to enforce any provisions of this Easement, or any right or remedy available under this Easement or at law or in equity, or to require performance of any of the provisions of this Easement, or to exercise any option which is provided under this Easement, shall in no way be construed to be a waiver of such provisions, rights, remedies, or options.

8. Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal, or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

To GRANTEE:

Hotwire Communications, Ltd  
2100 West Cypress Creek Road  
Fort Lauderdale, FL 33309  
Attention: Kristin Johnson, Chief Executive Officer  
With a copy to: General Counsel

To GRANTOR:

Venetia Community Association, Inc.  
Po Box 18809  
Sarasota, FL 34276  
Attention: President

9. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors, heirs and assigns that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties and their successors, heirs and assigns, any rights, or remedies under or by reason of this Easement.

10. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Easement, except to the extent expressly provided herein, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in

lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement.

12. The Easement shall be recorded in the Official Records of Sarasota County.

13. The covenants, terms, provisions, and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to the Agreement. The covenants, terms, provisions, conditions, rights, and obligations of this Easement shall be covenants running with the Agreement.

14. This Easement shall be interpreted and enforced in accordance with the laws of the State where the Property is located.

15. This Easement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

16. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative, or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

17. If more than one person or entity is the owner of any Property subject to this Easement, then the liability of such persons or entities for compliance with and performance under this Easement with respect to such Property shall be joint and several.

18. Grantee shall repair all damage to the Property caused by Grantee's installation and maintenance activity and Grantee shall return the Property to its original condition prior to any such work at Grantee's sole cost and expense.

19. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

*[Signatures appear on the following page.]*



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, intending to be legally bound.

**WITNESS/ATTEST:**

[Signature]  
Signature of Witness

ORA J. SPEIGHT  
Print Witness Name

PO Box 18809 Sarasota FL 34226

Witness Address

[Signature]  
Signature of Witness

ALEX SARBURS  
Print Witness Name

4401 Corso Venetia, Venice FL 34293

Witness Address

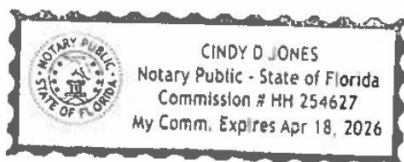
STATE OF FLORIDA )  
 ) ss  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me by [X] means of physical presence  
or [ ] online notarization this 13<sup>th</sup> day of December 2023 by

Cynthia Beckley the President  
(Name) (Title)  
of Venetia Community Association, Inc. on behalf of said entity. She is  
(Entity)  
(personally known to me) or (has presented Florida Drivers License  
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.

[Signature]  
Notary Signature Cindy D Jones



**WITNESS/ATTEST:**

*Antonio Contarini*  
Signature of Witness

ANTONIO CONTARINI  
Print Witness Name

**"GRANTEE":**

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its  
General Partner *KJ*

By: \_\_\_\_\_  
Kristin Johnson, Chief Executive Officer

Date: 12/18/2023

2100 WEST CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309  
Witness Address

*David Silberg*  
Signature of Witness

David Silberg  
Print Witness Name

2100 WEST CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309  
Witness Address

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

The foregoing instrument was acknowledged before me by [X] means of physical presence or

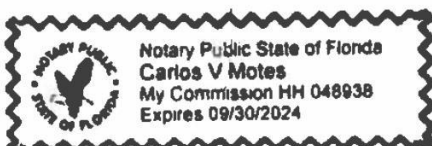
[ ] online notarization this 18 day of DECEMBER 2023 by

Kristin Johnson the Chief Executive Officer

Hotwire Communications, LLC, the General Partner of  
of Hotwire Communications, Ltd. on behalf of said entity. She is

(personally known to me) or (has presented  
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.



*[Signature]*  
Notary Signature

**EXHIBIT A TO GRANT OF TELECOMMUNICATIONS EASEMENT**  
**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL "A"**

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S 00° 19' 31" W, along the East line of said Section 34, a distance of 168.38 feet to the South Right of Way line of U.S. Highway No. 41 (State Road No. 45) as shown on Florida Department of Transportation Right of Way Map Section 17010-2508, for a POINT OF BEGINNING; thence S 36° 36' 40" W, a distance of 4698.78 feet to the South line of the North Three Quarters of said Section 34; thence N 89° 36' 20" W, along said South line of the North Three Quarters of Section 34, a distance of 1546.07 feet to the Easterly Right of Way line of State Road No. 776, as shown on Florida Department of Transportation Right of Way Map Section 17050-2505; thence along said Easterly Right of Way line, the following three courses and distances: (1) N 32° 48' 12" W, a distance of 107.98 feet; (2) thence N 19° 16' 44" W, a distance of 34.21 feet; (3) thence N 32° 48' 12" W, a distance of 624.84 feet to the Easterly Right of Way line of Jacaranda Boulevard, as recorded in Official Records Book 1828, Page 1181 and Official Records Book 1840, Page 901, Public Records of Sarasota County, Florida; thence along said Easterly Right of Way line of Jacaranda Boulevard the following four courses and distances: (1) N 57° 11' 46" E, a distance of 495.88 feet to the point of curvature of a curve to the left having a radius of 1010.00 feet, a central angle of 72° 12' 15", a chord bearing of N 21° 05' 38" E and a chord length of 1190.24 feet; (2) thence along the arc of said curve, an arc length of 1272.81 feet to the point of tangency of said curve; (3) thence N 15° 00' 30" W, a distance of 508.69 feet to the point of curvature of a curve to the right, having a radius of 1120.00 feet, a central angle of 18° 29' 43", a chord bearing of N 05° 45' 39" W and a chord length of 359.97 feet; (4) thence along the arc of said curve, an arc length of 361.54 feet to the end of said curve, to the South line of lands described in Official Record Book 2707, Page 1950, Public Records of Sarasota County, Florida; thence along said South line of lands described in Official Record Book 2707, Pages 1950, the following twenty courses and distances: (1) S 89° 36' 32" E, a distance of 260.02 feet; (2) thence S 00° 23' 28" W, a distance of 143.18 feet; (3) thence N 79° 55' 40" E, a distance of 62.52 feet; (4) thence S 54° 00' 59" E, a distance of 59.34 feet; (5) thence N 88° 42' 38" E, a distance of 34.10 feet; (6) thence S 84° 46' 26" E, a distance of 34.26 feet; (7) thence N 83° 06' 34" E, a distance of 45.60 feet; (8) thence N 57° 54' 02" E, a distance of 42.42 feet; (9) thence S 79° 57' 07" E, a distance of 37.84 feet; (10) thence S 42° 25' 26" E, a distance of 23.79 feet; (11) thence N 47° 46' 27" E, a distance of 88.62 feet; (12) thence S 76° 34' 50" E, a distance of 60.59 feet; (13) thence N 71° 38' 15" E, a distance of 31.43 feet; (14) thence S 23° 15' 27" E, a distance of 19.30 feet; (15) thence S 56° 42' 53" E, a distance of 120.42 feet; (16) thence S 35° 55' 53" E, a distance of 83.78 feet; (17) thence S 21° 32' 00" W, a distance of 227.35 feet; (18) thence S 89° 36' 32" E, a distance of

.. OFFICIAL RECORDS ..  
BOOK 3886 PAGE 1569

174.54 feet; (19) thence N 00° 23' 28" E, a distance of 481.66 feet; (20) thence S 89° 36' 32" E, a distance of 120.00 feet to the Southeast corner of said lands described in Official Records Book 2707, Page 1950; thence continue S 89° 36' 32" E, a distance of 338.06 feet; thence N 00° 23' 28" E, a distance of 625.00 feet; thence S 89° 36' 32" E, a distance of 876.49 feet; thence N 00° 23' 28" E, a distance of 274.75 feet to said South Right of Way line of U.S. Highway No. 41; thence along said South Right of Way line the following five courses and distances: (1) S 89° 37' 04" E, a distance of 59.42 feet; (2) thence S 83° 54' 26" E, a distance of 100.50 feet; (3) thence S 89° 37' 04" E, a distance of 100.00 feet; (4) thence N 84° 40' 18" E, a distance of 100.50 feet; (5) thence S 89° 37' 04" E, a distance of 1401.71 feet to the POINT OF BEGINNING.

**PARCEL "B"**

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S 00° 19' 31" E, along the East line of said Section 34, a distance of 168.38 feet to the POINT OF BEGINNING; thence S 36° 36' 40" W, a distance of 4698.78 feet to the South line of the North Three Quarters of said Section 34; thence S 89° 36' 20" E along said South line of the North Three Quarters of Section 34, a distance of 2780.80 feet to said East line of Section 34; thence N 00° 19' 31" E, along said East line of Section 34, a distance of 3790.93 feet to the POINT OF BEGINNING.

# OFFICIAL RECORDS INSTRUMENT # 20120149340 3 1995

## LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 3/4 of Section 34, Township 30 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 30 South, Range 18 East, Sarasota County, Florida; thence 800°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the South of bearings for this description), for 188.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), as recorded in Road Plat Book 1, Page 114K of the Public Records of Sarasota County, Florida, same also being the POINT OF BEGINNING; thence leaving said South Right-of-Way line of State Road 45 (US 41), continue 800°17'49"W, along said East line of the Northeast 1/4, for 1,441.26 feet; thence leaving said East line of the Northeast 1/4 of Section 34, 831°21'04"W, for 403.21 feet; thence 348°35'19"W for 120.00 feet; thence 821°02'05"W, for 45.32 feet; thence 853°05'16"W, for 129.14 feet; thence 841°09'05"E, for 33.64 feet to the point of intersection with a non-tangent curve, concave Northwesterly; thence Southwesterly along the arc of said curve, from a radial bearing of 330°41'34"E, having a radius of 499.00 feet, a central angle of 11°53'32", an arc length of 102.74 feet, and a chord bearing 887°15'13"W for 102.35 feet, to the point of tangency; thence 363°11'00"W, for 202.75 feet; thence 326°40'01"E, for 403.93 feet to the point of curvature of a curve, concave Northerly; thence Southwesterly along the arc of said curve, having a radius of 210.00 feet, a central angle of 85°31'42", an arc length of 203.57 feet, and a chord bearing 300°57'50"W for 193.63 feet to the point of intersection with a non-tangent line; thence N57°27'09"W, for 327.63 feet; thence 330°32'02"W, for 120.00 feet; thence 327°09'34"W, for 40.18 feet; thence 841°31'14"W, for 191.49 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 2, as recorded in Plat Book 40, page 48 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly; thence along said Easterly boundary of VENETIA - PHASE 2 the following six (6) courses: (1) thence Southwesterly along the arc of said curve, from a radial bearing of 844°48'00"E, having a radius of 640.00 feet, a central angle of 08°40'13", an arc length of 75.00 feet, and a chord bearing 548°35'07"W for 75.93 feet, to the point of tangency; (2) thence S51°08'15"W, for 20.61 feet; (3) thence N38°00'47"W, for 120.00 feet; (4) thence N48°00'31"W, for 40.30 feet; (5) thence N38°00'47"W, for 120.00 feet; (6) thence N48°36'50"W, for 1,350.57 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 1B, as recorded in Plat Book 42, Page 3 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly; thence along said Easterly boundary of VENETIA - PHASE 1B the following seven (7) courses: (1) thence leaving said Easterly boundary of VENETIA - PHASE 1B, Northwesterly along the arc of said curve, from a radial bearing of 857°36'05"E, having a radius of 108.00 feet, a central angle of 19°14'24", an arc length of 66.74 feet, and a chord bearing N22°46'43"E for 33.48 feet, to the point of intersection with a non-tangent line; (2) thence S43°41'32"E, for 14.38 feet; (3) thence N11°00'41"E, for 26.48 feet; (4) thence N04°31'24"E, for 12.90 feet; (5) thence N13°24'50"E, for 42.67 feet; (6) thence N80°10'58"E, for 22.91 feet; (7) thence N12°18'23"E, for 572.32 feet; thence leaving said Easterly line of VENETIA - PHASE 1B, S43°57'26"E, for 181.70 feet; thence S08°58'14"E, for 234.89 feet; thence S74°32'20"E, for 207.62 feet; thence S89°30'14"E, for 40.00 feet; thence S00°21'48"W, for 286.32 feet; thence S89°30'14"E, for 170.00 feet; thence N88°54'04"E, for 775.70 feet; thence S03°48'39"E, for 120.00 feet; thence N08°11'21"E, for 480.86 feet to the point of curvature of a curve, concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°51'03", an arc length of 148.48 feet, and a chord bearing N27°27'10"E for 148.00 feet to the point of tangency; thence N48°45'14"E, for 315.64 feet; thence N22°08'20"E, for 58.90 feet; thence N48°45'14"E, for 124.88 feet to the point of curvature of a curve, concave Northerly; thence Northerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing N03°43'14"E for 14.14 feet to the point of tangency; thence N41°18'45"W, for 31.86 feet to the point of curvature of a curve, concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing N06°00'43"W for 76.29 feet to a point of reverse curvature of a curve, concave Northwesterly; thence Northwesterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'30", an arc length of 310.55 feet, and a chord bearing N55°10'54"W for 270.80 feet, to the point of tangency; thence N00°22'06"E, for 34.37 feet to the point of curvature of a curve, concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71 feet, and a chord bearing N44°37'47"W for 14.13 feet, to the point of cusp; same also being the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence along said South Right-of-Way line of State Road 45 (US 41), for 737.08 feet to the POINT OF BEGINNING.

Containing 3,093,938 square feet or 83.647 acres, more or less

Exhibit "A"

RECORDERS REMO: Legibility of writing, typing or printing for reproductive purposes may be unimpaired in this document when received.



LEGAL DESCRIPTION: VENETIA PHASE I A

A PARCEL OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST BOUNDARY CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°17'49" W, ALONG THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SECTION 34 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), FOR 2651.09 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID NORTHEAST 1/4 OF SECTION 34; THENCE S 00°17'43" W, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, FOR 1308.29 FEET TO THE NORTHEAST BOUNDARY CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTHEAST BOUNDARY CORNER OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2, AS RECORDED IN CONDOMINIUM ~~PLAT~~ BOOK 7, PAGE 18 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 89°38'32" W, ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTH BOUNDARY LINE OF SAID CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2 AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES, AS RECORDED IN PLAT BOOK 25, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 2657.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°38'32" W, ALONG SAID SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SECTION 34, SAME ALSO BEING SAID NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKES-PHASE TWO, AS RECORDED IN PLAT BOOK 28, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 1668.69 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD), ACCORDING TO OFFICIAL RECORDS BOOK 2595, PAGE 153 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD): (1) THENCE N 32°49'55" W, FOR 8.93 FEET; (2) THENCE N 19°48'27" W, FOR 34.21 FEET; (3) THENCE N 32°49'55" W, FOR 724.48 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 1840, PAGE 901 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD: (1) THENCE N 57°10'05" E, FOR 495.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 64°03'30", AN ARC LENGTH OF 1129.21 FEET AND A CHORD BEARING N 25°08'20" E, FOR 1071.31 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, S 89°38'14" E, FOR 103.81 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N 32°38'30" E, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 64°46'51", AN ARC LENGTH OF 187.69 FEET, AND A CHORD BEARING S 89°44'36" E, FOR 177.85 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 89°38'14" E, FOR 289.91 FEET; THENCE S 00°21'46" W, FOR 141.17 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 46°26'03" E, FOR 34.87 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 10°30'05" E, FOR 37.31 FEET; THENCE S 20°14'55" W, FOR 120.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 20°14'55" W, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 01°28'03", AN ARC LENGTH OF 11.39 FEET, AND A CHORD BEARING N 70°28'06" W, FOR 11.39 FEET TO THE POINT OF CUSP, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 57°03'03" E, FOR 38.24 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 35°24'57" W, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 02°24'40", AN ARC LENGTH OF 43.78 FEET, AND A CHORD BEARING S 53°22'43" E, FOR 43.78 FEET TO THE POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 44°07'37", AN ARC LENGTH OF 619.98 FEET, AND A CHORD BEARING S 30°06'35" E, FOR 604.77 FEET TO THE POINT OF WITH A NON-TANGENT LINE; THENCE N 81°37'14" E, FOR 25.82 FEET; THENCE S 54°34'47" E, FOR 93.89 FEET; THENCE S 22°30'31" W, FOR 184.84 FEET; THENCE S 08°02'48" E, FOR 37.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 24°12'17", AN ARC LENGTH OF 109.84 FEET AND A CHORD BEARING S 04°03'22" W, FOR 109.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 39°24'01" E, FOR 318.26 FEET; THENCE S 60°53'23" E, FOR 24.06 FEET; THENCE N 89°38'32" W, FOR 77.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 33°53'47", AN ARC LENGTH OF 169.65 FEET AND A CHORD BEARING N 72°41'39" W, FOR 163.24 FEET TO THE POINT OF TANGENCY; THENCE N 55°44'45" W, FOR 122.01 FEET; THENCE S 34°15'15" W, FOR 120.00 FEET; THENCE S 02°14'55" W, FOR 47.17 FEET; THENCE S 34°15'15" W, FOR 92.26 FEET; THENCE S 34°40'01" W, FOR 27.74 FEET; THENCE S 55°44'45" E, FOR 97.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 18°32'15", AN ARC LENGTH OF 181.18 FEET AND A CHORD BEARING S 65°00'53" E, FOR 180.39 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 00°21'28" W, FOR 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,607,433 SQUARE FEET OR 61.695 ACRES, MORE OR LESS.

## DESCRIPTION.

## OFFICIAL RECORDS INSTRUMENT # 1998101160 66 PGS

A portion of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Exhibit "B"

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, thence S.00°17'49"W., along the West line of the Northeast Quarter of said Section 34, a distance of 168.06 feet to the South Right of Way line of U.S. Highway No. 41 (State Road No. 43), as shown on State of Florida, State Road Department, Right of Way Map, Section 10710-250, for a POINT OF BEGINNING; thence N.89°38'30"W., along said South Right of Way Line, a distance of 687.07 feet; thence S.00°22'58"W., leaving said South Right of Way Line, a distance of 44.42 feet to the point of curvature of a curve to the left, having a radius of 150.00 feet, a central angle of 71°07'39", a chord bearing of S.35°10'54"E. and a chord length of 174.48 feet; thence along the arc of said curve, an arc length of 188.21 feet to the point of reverse curvature of a curve to the right, having a radius of 250.00 feet, a central angle of 28°27'58", a chord bearing of S.56°00'45"E. and a chord length of 127.16 feet; thence along the arc of said curve, an arc length of 128.57 feet to the point of tangency of said curve; thence S.41°16'46"E., a distance of 277.96 feet; thence S.48°43'14"W., a distance of 100.00 feet; thence N.41°16'48"W., a distance of 76.00 feet; thence S.48°43'14"W., a distance of 143.00 feet; thence S.80°43'33"W., a distance of 47.17 feet; thence S.48°43'14"W., a distance of 161.66 feet to the point of curvature of a curve to the left, having a radius of 355.00 feet, a central angle of 20°01'24", a chord bearing of S.38°42'32"W. and a chord length of 192.97 feet; thence along the arc of said curve, an arc length of 193.98 feet to the end of said curve; thence N.58°49'56"W., a distance of 208.55 feet; thence S.19°20'01"W., a distance of 87.92 feet; thence S.70°07'21"W., a distance of 1042.70 feet; thence N.89°38'14"W., a distance of 1097.73 feet to a point on the southerly boundary line of lands described in Official Records Book 2707, at Page 1950, Public Records of Sarasota County, Florida; thence along said southerly boundary line of lands described in Official Records Book 2707, at Page 1950, the following seventeen (17) courses and distances: (1) S.00°21'46"W., a distance of 213.87 feet; (2) N.89°38'14"W., a distance of 174.54 feet; (3) N.21°30'18"E., a distance of 227.35 feet; (4) N.35°57'35"W., a distance of 83.78 feet; (5) N.58°44'35"W., a distance of 120.42 feet; (6) N.21°17'09"W., a distance of 19.30 feet; (7) S.71°36'33"W., a distance of 31.43 feet; (8) N.76°36'32"W., a distance of 60.59 feet; (9) S.47°44'43"W., a distance of 88.62 feet; (10) N.42°27'08"W., a distance of 23.79 feet; (11) N.78°58'49"W., a distance of 37.86 feet; (12) S.57°52'20"W., a distance of 42.42 feet; (13) S.83°04'52"W., a distance of 45.60 feet; (14) N.84°48'08"W., a distance of 34.26 feet; (15) S.88°40'56"W., a distance of 34.10 feet; (16) N.54°02'41"W., a distance of 59.34 feet; (17) S.79°33'58"W., a distance of 62.32 feet; thence S.42°46'13"W., leaving said southerly boundary of lands described in Official Records Book, 2707, Page 1950, a distance of 319.66 feet to the Easterly Right of Way line of Jacaranda Boulevard, as per Official Records Book 1828, at Page 1181, and Official Records Book 1840, at Page 901, Public Records of Sarasota County, Florida; thence S.15°07'11"E., along said Easterly Right of Way line of Jacaranda Boulevard, a distance of 486.58 feet to the point of curvature of a curve to the right, having a radius of 1010.00 feet, a central angle of 08°08'48", a chord bearing of S.10°37'48"E. and a chord length of 143.48 feet; thence along said Easterly Right of Way line of Jacaranda Boulevard, same being the arc of said curve, an arc length of 143.60 feet to the end of said curve; thence leaving said Easterly Right of Way line of Jacaranda Boulevard, S.89°38'14"E., a distance of 105.81 feet to a point on a curve to the left, having a radius of 166.00 feet, a central angle of 64°46'51", a chord bearing of S.89°44'56"E. and a chord length of 177.85 feet; thence along the arc of said curve, an arc length of 187.69 feet to the end of said curve; thence S.89°38'14"E., a distance of 289.91 feet; thence S.00°21'46"W., a distance of 141.17 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.46°26'21"E., a distance of 54.87 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.10°30'05"E., a distance of 37.51 feet; thence S.20°14'55"W., a distance of 120.00 feet to a point on a curve to the left, having a radius of 455.00 feet, a central angle of 01°26'03", a chord bearing of N.70°28'08"W. and a chord length of 11.39 feet; thence along the arc of said curve, an arc length of 11.39 feet to the end of said curve; thence S.57°03'03"E., a distance of 38.24 feet to a point on a curve to the right, having a radius of 1040.00 feet, a central angle of 02°24'40", a chord bearing of S.53°22'43"E. and a chord length of 43.76 feet; thence along the arc of said curve, an arc length of 43.76 feet to the point of compound curvature of a curve to the right, having a radius of 805.00 feet, a central angle of 44°07'36", a chord bearing of S.30°06'35"E. and a chord length of 604.77 feet; thence along the arc of said curve, an arc length of 819.88 feet to the point of tangency of said curve; thence S.08°02'46"E., a distance of 261.29 feet to the point of curvature of a curve to the right, having a radius of 260.00 feet, a central angle of 24°12'12", a chord bearing of S.04°03'22"W. and a chord length of 109.02 feet; thence along the arc of said curve, an arc length of 109.84 feet to the end of said curve; thence S.39°24'01"E., a distance of 318.26 feet; thence S.60°53'23"E., a distance of 24.66 feet; thence N.89°38'32"W., a distance of 77.27 feet to the point of curvature of a curve to the right, having a radius of 280.00 feet, a central angle of 33°53'47", a chord bearing of N.72°41'39"W. and a chord length of 163.24 feet; thence along the arc of said curve, an arc length of 165.65 feet to the point of tangency of said curve; thence N.55°44'45"W., a distance of 122.01 feet; thence S.34°15'15"W., a distance of 120.00 feet; thence S.02°14'55"W., a distance of 47.17 feet; thence S.34°15'15"W., a distance of 92.26 feet; thence S.34°40'01"W., a distance of 27.34 feet; thence S.55°44'45"E., a distance of 97.21 feet to the point of curvature of a curve to the left, having a radius of 560.00 feet, a central angle of 18°32'15", a chord bearing of S.65°00'53"E. and a chord length of 180.39 feet; thence along the arc of said curve, an arc length of 181.18 feet to the end of said curve; thence S.00°21'28"W., a distance of 25.00 feet to the South line of the North Three Quarters of said Section 34, same being the North line of: HOURGLASS ESTATES, recorded in Plat Book 25, Page 45, Public Records of Sarasota County, Florida, and CIRCLEWOODS OF VENICE CONDOMINIUM SECTION 2, recorded in Condominium Book 7, Page 18, Public Records of Sarasota County, Florida; thence S.89°38'32"E., along said South line of the North Three Quarters of said Section 34, a distance of 2651.67 feet to the Southeast corner of said North Three Quarters of Section 34, same being the Northeast corner of Circlewoods of Venice Condominium Section 2; thence N.00°17'43"E., along the East line of the Southeast Quarter of said Section 34 a distance of 1308.29 feet to the East Quarter Corner of said Section 34; thence N.00°17'49"E., along the East line of the Northeast Quarter of said Section 34, a distance of 2482.68 feet to the POINT OF BEGINNING.

Parcel contains 213.3741 acres more or less.

EXHIBIT "A"

LEGAL DESCRIPTION:

A REPLAT OF LOT 341 AND A PORTION OF TRACT 201, VENETIA - PHASE I A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF REVERSE CURVE IN THE CENTERLINE OF THE PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ACCORDING TO THE PLAT OF VENETIA - PHASE I A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING THAT POINT OF REVERSE CURVE LYING WEST OF LOT 341, SAID VENETIA - PHASE I A; THENCE N88°34'39"E, FOR 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PRIVATE RIGHT-OF-WAY OF SAID BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE WESTERLY, SAME ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, ALONG THE ARC OF SAID CURVE WITH A RADIAL BEARING OF S86°34'38"W, HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 11°41'47", AN ARC LENGTH OF 21.44 FEET, AND A CHORD BEARING N07°16'14"W FOR 21.40 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAME ALSO BEING THE NORTHWEST CORNER OF AFORESAID LOT 341; THENCE LEAVING SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, N76°52'52"E, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 341, FOR 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 341; THENCE S13°07'08"E, FOR 35.19 FEET; THENCE S07°52'18"E, FOR 48.24 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 341; THENCE S77°29'20"W, ALONG SAID EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF LOT 341, AND THE SOUTH BOUNDARY LINE OF SAID LOT 341, RESPECTIVELY, FOR 124.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 341, SAME ALSO BEING A POINT ON AFORESAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N77°29'20"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 11°05'19", AN ARC LENGTH OF 58.08 FEET, AND A CHORD BEARING N06°58'00"W, FOR 57.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.639 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION:**

TABLE "A"

RECORDEDERS NOTICE: Legality of stamp, binding or  
posting for reproductive purposes may be uncertain  
in this document which received

OFFICIAL RECORDS INSTRUMENT # 202274345 5 PGS

more or less, more or less.

# OFFICIAL RECORDS INSTRUMENT # 2002014343 J P95

## LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 1/4 of Section 34, Township 30 South, Range 10 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 30 South, Range 10 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the base of bearings for this description), for 166.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), as recorded in Road Plat Book 1, Page 114K of the Public Records of Sarasota County, Florida, same also being the POINT OF BEGINNING; thence leaving said South Right-of-Way line of State Road 45 (US 41), continue S00°17'49"W, along said East line of the Northeast 1/4, for 1,441.26 feet; thence leaving said East line of the Northeast 1/4 of Section 34, S81°21'04"W, for 605.21 feet; thence S48°35'19"W for 120.00 feet; thence S21°52'05"W, for 45.92 feet; thence S55°05'16"W, for 129.14 feet; thence S41°09'05"E, for 33.54 feet to the point of intersection with a non-tangent curve, concave Northeast; thence Southwesterly along the arc of said curve, from a radial bearing of S58°41'34"E, having a radius of 493.00 feet, a central angle of 11°55'32", an arc length of 102.79 feet, and a chord bearing S57°18'19"W for 102.35 feet, to the point of tangency; thence S63°11'00"W, for 282.75 feet; thence S26°40'01"E, for 483.93 feet to the point of curvature of a curve concave Westerly; thence Southwesterly along the arc of said curve, having a radius of 210.00 feet, a central angle of 55°31'42", an arc length of 203.57 feet, and a chord bearing S00°57'50"W for 195.43 feet to the point of intersection with a non-tangent line; thence N57°27'08"W, for 327.63 feet; thence S38°32'32"W, for 120.00 feet; thence S27°09'34"W, for 40.18 feet; thence S41°31'14"W, for 171.49 feet to the point of intersection with the Easement boundary of VENETIA - PHASE 2, as recorded in Plat Book 40, page 48 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northeast; thence along said Easterly boundary of VENETIA - PHASE 2 the following six (6) courses: (1) thence Southwesterly along the arc of said curve, from a radial bearing of S44°49'00"E, having a radius of 940.00 feet, a central angle of 0°48'13", an arc length of 76.00 feet, and a chord bearing S48°35'07"W for 75.35 feet, to the point of tangency; (2) thence S51°08'13"W, for 20.61 feet; (3) thence N38°00'47"W, for 120.00 feet; (4) thence N48°00'37"W, for 30.50 feet; (5) thence N58°00'47"W, for 120.00 feet; (6) thence N48°34'30"W, for 1,350.57 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 1B, as recorded in Plat Book 42, Page 3 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northeast; thence along said Easterly boundary of VENETIA - PHASE 1B the following seven (7) courses: (1) thence leaving said Easterly boundary of VENETIA - PHASE 1B, Northwesterly along the arc of said curve, from a radial bearing of S57°38'05"E, having a radius of 106.00 feet, a central angle of 1°14'24", an arc length of 66.74 feet, and a chord bearing N22°46'43"E for 33.48 feet, to the point of intersection with a non-tangent line; (2) thence S43°41'32"E, for 14.35 feet; (3) thence N11°00'41"E, for 26.46 feet; (4) thence N04°31'24"E, for 12.90 feet; (5) thence N13°24'50"E, for 42.67 feet; (6) thence N08°18'38"E, for 22.91 feet; (7) thence N21°15'23"E, for 572.32 feet; thence leaving said Easterly line of VENETIA - PHASE 1B, S43°57'26"E, for 181.70 feet; thence S08°58'14"E, for 234.09 feet; thence S74°32'20"E, for 207.64 feet; thence S09°38'14"E, for 40.00 feet; thence S00°21'48"W, for 388.32 feet; thence S59°34'14"E, for 120.00 feet; thence N08°54'04"E, for 176.70 feet; thence S03°45'39"E, for 120.00 feet; thence N08°11'21"E, for 480.06 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'03", an arc length of 140.45 feet, and a chord bearing N27°27'10"E for 148.00 feet to the point of tangency; thence N48°45'14"E, for 315.64 feet; thence N28°08'20"E, for 58.90 feet; thence N48°43'14"E, for 124.68 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 30°00'00", an arc length of 15.71 feet, and a chord bearing N03°43'14"E for 14.14 feet to the point of tangency; thence N18°18'45"W, for 91.06 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 23°57'28", an arc length of 77.14 feet, and a chord bearing N06°00'43"W for 76.28 feet to the point of curvature of a curve concave Northwesterly; thence Northwesterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.35 feet, and a chord bearing N55°10'64"W for 290.80 feet, to the point of tangency; thence N00°22'56"E, for 34.37 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 30°01'26", an arc length of 15.71 feet, and a chord bearing N44°37'47"W for 14.15 feet, to the point of tangency; same also being the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence along said South Right-of-Way line of State Road 45 (US 41), for 797.00 feet to the POINT OF BEGINNING.

Containing 3,033,579 square feet or 69.647 acres, more or less

Exhibit "A"

RECORDING MEMO: Legibility of writing, typing or printing for reproduction purposes may be unstable in this document when received.



INSTRUMENT # 2003033755

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Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34, for 168.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), Florida Department of Transportation Right-of-Way map, Section 17010-2508, as recorded in Road Plat Book 1, Page 114k, of the Public Records of Sarasota County, Florida, same also being the Northeast corner of Venetia - Phase 3, as recorded in Plat Book 43, Pages 12 through 12n of the Public Records of Sarasota County, Florida; thence N89°38'30"W, along said South Right-of-Way line of State Road 45 (US 41) (being the basis of bearings for this description), same being a North line of said Venetia - Phase 3, for 797.08 feet to the point of cusp of a curve concave Southwesterly, same being a Northwest corner of said Venetia - Phase 3, same also being the POINT OF BEGINNING; thence leaving said South Right-of-Way line of State Road 45 (US 41), along a Northerly line of said Venetia - Phase 3 the following fifteen (15) courses; (1) thence Southeasterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71', and a chord bearing S44°37'47"E for 14.15 feet to the point of tangent; (2) thence S00°22'56"W, for 34.37 feet to the point of curvature of a curve concave Northeasterly; (3) thence Southeasterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 330.35 feet, and a chord bearing S35°10'53"E for 290.80 feet to the point of reverse curvature of a curve concave Southwesterly; (4) thence Southeasterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing S56°00'45"E for 76.29 feet to the point of tangent; (5) thence S41°16'46"E, for 91.96 feet to the point of curvature of a curve concave Westerly; (6) thence Southerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing S03°43'14"W for 14.14 feet to the point of tangent; (7) thence S48°43'14"W, for 124.65 feet; (8) thence S22°09'20"W, for 55.90 feet; (9) thence S48°43'14"W, for 319.64 feet to the point of curvature of a curve concave Southeasterly; (10) thence Southwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 148.46 feet, and a chord bearing S27°27'18"W, for 145.08 feet to the point of tangent; (11) thence S06°11'21"W, for 480.86 feet; (12) thence N83°48'39"W, for 120.00 feet; (13) thence S89°34'04"W, for 776.70 feet; (14) thence N89°38'14"W, for 120.00 feet; (15) thence N00°21'46"E, for 282.32 feet; thence leaving said Northerly line of Venetia - Phase 3, N70°21'26"E, for 106.28 feet; thence N00°57'35"E, for 131.46 feet; thence N50°19'08"E, for 164.22 feet; thence N81°19'08"E, for 119.83 feet; thence N46°53'46"E, for 296.09 feet; thence N00°21'30"E, for 579.20 feet to the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence N84°38'52"E, along said South Right-of-Way line of State Road 45 (US 41) for 17.73 feet; thence continue along said South Right-of-Way line of State Road 45 (US 41), S89°38'30"E, for 603.03 feet to the POINT OF BEGINNING.

Containing 1,158,054 square feet or 26.585 acres, more or less.

Exhibit "A"

**EXHIBIT C**  
**Bulk Services Addendum**

**THIS BULK SERVICES ADDENDUM** (this "Addendum") is made this 9th day of December 2023, by and between Hotwire Communications, Ltd., a Pennsylvania Limited Liability Company, with a principal address of 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309 (hereinafter "Operator"), and Venetia Community Association, Inc., a Florida not for profit corporation, with a principal address of 4401 Corso Venetia, Venice, FL 34293 (hereinafter "Association") (collectively "the Parties").

**WHEREAS**, Association and Operator have entered into the Communication Services Installation and Service Agreement (the "Agreement") to which this Addendum is attached, which grants Operator certain rights, on the terms and conditions contained in the Agreement, to install, operate, upgrade, and maintain a System on the Property to deliver certain bulk and retail services to Residents on the Property; and

**WHEREAS**, Association and Operator intend that this Addendum, which shall exist as an exhibit to the Agreement and independent thereof as a separately executed and binding agreement between the Parties, sets forth a description of the bulk services (the "Bulk Services") offered by Operator, as well as the terms and conditions pursuant to which those Bulk Services will be provided.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

- 1. Bulk Services to be Provided by Operator.** Association shall purchase for, and Operator shall provide to, all Units located at the Property a bulk telecommunications service consisting of the bulk services (hereinafter the "Bulk Services") as follows:

- a. High Speed Internet Service.**

Internet service will be provided at speeds of 300 Mbps download and 300 Mbps upload. Operator will provide up to two (2) wireless access point(s) ("WAP") per Unit. Additional wireless mesh access points will be made available for purchase as Retail Services, unless otherwise specified in this Addendum.

After the third anniversary of System Activation, upon written request of the Association, Operator shall increase Internet service speeds within 90 days to at least twice the speed of Florida's Ookla average (found at <https://www.speedtest.net/reports/united-states/>).

- b. Bulk Video Service.**

- i. Broadcast Channels.** For the term of the Bulk Services Addendum, Operator agrees to provide the available local broadcast channels for the Property's Designated Marketing Area ("Broadcast Tier"), as part of the bulk video package to the Property. In the event that there is no Bulk Video Package and after the term of the Bulk Services Addendum, Operator will provide, for a term that may be ended at Operator's sole discretion with thirty (30) days' notice, the Broadcast Tier to the Property on a bulk basis for a fee of One Dollar (\$1.00) per month. Additionally, Operator may, with thirty (30) days' notice, convert

the delivery of the Broadcast Tier to a Master Antenna distribution system, provide the Property with an option to purchase the antenna, and provide the Broadcast Tier at no charge to the Property. At all times, this Section shall be governed by Section 1(b)(iii) *Channel Changes* of the Bulk Services at all times.

- ii. Operator will provide Bulk Video Digital Favorites channel lineup (the “Bulk Video Services”) with HD Programming and HD Service which shall be delivered using Operator’s Fision® TV+ system, which requires a set top box. The Bulk Video Service will include at no additional charge two (2) High-Definition wireless digital set top converter boxes with Fision TV+ Cloud multi-room DVR service which will include 50 hours of recording space and two (2) Backlit Voice Recognition Remotes (“VRR”).
- iii. Additional High-Definition converter boxes shall be available for rent by Unit Owners. The current Digital Favorites lineup and additional lineups available for purchase may be found at Operator’s designated website for the property. These packages shall be the same package sold on a retail basis to Operator’s non-bulk customers. Residents shall have the option to purchase additional video packages, which will include premium channels, directly from Operator for additional fees.
- iv. Channel Changes. Association understands, acknowledges, and agrees that Operator does not control the specific availability, content and quality of individual television channels that make up the bulk video channel lineup. Operator has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Operator may, in its discretion, add, delete, modify, or replace individual channels with alternate channels without liability to Association or anyone claiming through Association. Operator shall not be liable for failure to deliver any programming which is caused by the failure or unreasonable demands of the programmer to deliver or make such programming available to Operator or any other reason beyond the reasonable control of Operator.
- v. Association acknowledges that video services are provided by third-party programming and content sources. All Services are subject and subordinate to the terms of any and all underlying rights and agreements with underlying third-party providers including, without limitation, all restrictions, requirements, rules, and regulations relating thereto.
- vi. Operator will provide, at no additional charge, Operator’s one (1) “community app.” This community app shall be updated by Association personnel and will at all times have the ability to display textual information such as meeting times or any other information specific to the Property at the Association’s discretion. Operator will provide to the Association staff (such staff to be selected by the Association in its discretion), two hours of free training with respect to the use and operation of such app, thereafter training shall be at the rate of \$50 per hour.

Association shall be responsible for all content on the community app and shall indemnify Operator for any and all claims related to such content.

**2. Payment for Bulk Service.**

- a. The Bulk Fee. Association shall pay to Operator:
  - i. Year One: \$60.00 per Unit per month which does not include the Video Content Surcharge ("VCS") of \$3.99 (the "Bulk Fee"), plus all applicable local, state, federal and regulatory taxes and governmental fees and surcharges, for each and every Unit at the Property.
  - ii. Year Two: \$65.00 per Unit per month which does not include the Video Content Surcharge ("VCS") of \$3.99 (the "Bulk Fee"), plus all applicable local, state, federal and regulatory taxes and governmental fees and surcharges, for each and every Unit at the Property.
  - iii. Year Three: \$70.00 per Unit per month which does not include the Video Content Surcharge ("VCS") of \$3.99 (the "Bulk Fee"), plus all applicable local, state, federal and regulatory taxes and governmental fees and surcharges, for each and every Unit at the Property.
  - iv. On each and every Yearly Anniversary Date after Year Three, during the Term, including all applicable renewal periods, the Bulk Services pricing including the Video Content Surcharge shall be adjusted annually by an amount equal to three percent (3%) of the previous year's rate.
- b. It is the intent and understanding of the Parties hereto that the fee for the Bulk Services shall be included as part of whatever periodic fees may be charged by Association to the Residents for such common services as maintenance, management, insurance, and the like.

Regardless, however, of whether Association includes a charge for the Bulk Services in whatever periodic fee it may charge to the Residents, and regardless of whether any individual Resident pays or does not pay such periodic fee when due, Association shall be obligated to pay the full amount of the Bulk Service Fee to Operator each month for so long as Operator is providing Bulk Services under this Addendum. Taxes, franchise, or other fees shall not be deemed to be included in the aggregate service fee or limited by the foregoing provision, and such taxes, and government fees may be passed on to Association at the time such increases are imposed on Operator. Operator shall provide documentation justifying such increases upon request of Association.
- c. Association shall remit payment in full in advance to Operator by ACH direct debit transfer from Association's bank account to Operator's account on or before the 1st day of each month for the Bulk Services to be provided during that month. If payment for the Bulk Services is not received by the 15th day of the month, Association shall pay a penalty of 1.5% per month for every month on which any unpaid balance remains. Operator may, with respect to late payment for Bulk Services, suspend the provision of Bulk Services until such time as the payment default is cured, and charge reasonable disconnect and reconnect fees.

- d. In order to induce Operator to make the capital investment necessary to provide the Bulk Services to be provided hereunder during the Term, Association hereby agrees that:
  - i. Operator will be Association's sole supplier of telecommunications service and information services (specifically including the Bulk Services) to the Property during the Term; and
  - ii. Association will not, during the Term, provide any marketing support or assistance to any competing provider of Bulk or Retail Services.
- e. Exclusivity. The Parties understand, acknowledge, and agree that if, during the Term of this Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Association from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).

**3. Consideration to Association and or Unit.**

- a. Operator will provide, at no charge to Association, a television connection with Bulk Video Service in the following common, non-commercial locations at the Property:

Clubhouse

Fitness Center

The consideration listed in this section is contingent upon Association providing Operator with the locations for the television connection, as well as Association delivering power to each location.

- b. Operator will provide, at no charge to Association, free bulk high-speed Internet service to the clubhouse communication room, two (2) entry gates located at the Property. Association shall be responsible for delivering power to each location. The interconnection from this location to the Property's local area network or to individual computers shall be the responsibility of Association's IT staff or designated personnel.

- c. Operator will provide Wi-Fi "hotspots" in the following common, non-commercial areas of the Property:

Pool Villa Vivaci

Pool Casa Di Amici

Clubhouse

Fitness Center

Clubhouse Pool

The consideration listed in this section is contingent upon Association delivering power to each Wi-Fi "hotspot". The Wi-Fi "hotspots" shall be available for use by Operator's Bulk and Retail data subscribers at 100 Mbps and for guests and non-subscribers at 5 Mbps, and the networks shall be in Operator's name.

- d. No Data Caps will be placed on the Internet Service for as long as Association is subscribing to video and data bulk packages.



- e. Operator will not interfere with or obstruct signals from any streaming video service for as long as Association is subscribing to video and data Bulk packages.
- f. Association shall have the option to terminate the Bulk Video Services after Year five (5) of this Agreement upon sixty (60) days advance written notice; provided, however, that: (a) the bulk Internet service shall extend for two (2) additional years should the Association terminate the Bulk Video Services; (b) Operator shall have a right of first refusal to provide to the Association any bulk video services subsequent to the Association's termination of the Bulk Video Services; and (c) Association will be prohibited from obtaining bulk video services from any other service provider. Upon termination of the Bulk Video Services, the Association's monthly Bulk Fee for Internet only shall be reduced by 30%.
- g. Operator will provide a dedicated account manager for the term of the contract that will be available to assist residents. The dedicated account representative will be identified via the communities dedicated website and available via chat, email, and telephone.
- h. **Quality of Services.** The technical quality provided by Operator shall be equivalent to the transmission and reception of cable and/or satellite-transmitted programming within the market without pixilation. Operator agrees to support new technologies as they become commercially available by programmers to subscribers. The costs of any system upgrades are the sole responsibility and shall be paid for by Operator. The television programming offered must at all times be comparable to that being offered by other local franchise cable television programming to Comparable Properties, provided, however, it is understood that the bulk fee may be adjusted accordingly for upgraded service and if a resident upgrades to additional services under the bulk plan there may be fees for the installation of equipment within the unit. As used herein, "Comparable Properties" means high end single-family residence Properties in the South West Florida area that includes the Property. Operator shall, at all times during the term hereof and during the term of Agreement, use reasonable efforts to meet the highest quality standards of the industry while providing the Services to the Residents. Association may from time-to-time request that Operator provide one or more telecommunication or video services not then currently being offered by Operator to Residents but that are then being offered by other telecommunications providers in the South West Florida area in which Association is located. During the term, hereof Operator shall at its own cost, operate, maintain, repair, replace and periodically upgrade the System to be comparable to other Operator Systems. Further, Operator shall make commercially reasonable, good faith efforts to maintain modern and effective high-speed Internet connections and other improvements related to the scope, nature, and quality of the Services as technology is improved, and to maintain access speeds that are competitive with the South West Florida market for Internet service.
- i. For any residence that is not installed by May 31, 2025, that permitted Operator timely access under the provisions of this Agreement, Operator shall compensate Resident for the difference between the Bulk Rate and the retail rate charged by Comcast with a service credit until such installation is completed by Operator, provided Resident complies with Operators request to install in a timely manner.



- j. Operator will provide a one-time payment to Association of \$400 per 642 units (\$256,800.00) within 30 days of full execution.
- k. Beginning with the initiation of service installation and activation at Property, and continuing through the Initial Term of the Agreement, Operator shall host educational seminars at Property as mutually agreed between Operator and Association, to educate residents on the operation, features, and functions of the services.
- l. Residents may opt-in to one year of voice service at no charge except for pass-thru fees Operator is required to pay or collect, such as taxes, fees, and surcharges applicable to voice services (approximately \$8.00 per month, billed to the resident).

Free Voice service shall include:

- 1. A single phone number for each Unit at the Property.
- 2. The following features shall be activated for each phone number:
  - i. Call waiting
  - ii. Caller ID
  - iii. Three way calling
  - iv. Call Forwarding
  - v. Other features that are added from time to time by Operator.

In Year Two of the Agreement, voice service will be \$14.99 per month plus taxes and fees; thereafter voice service will be \$24.99 per month plus taxes and fees.

4. **Term.**

The Term of this Addendum shall be concurrent with the Term of the Agreement.

5. **Suspension of Bulk Services.**

**5.1. By Association.** Association may request that Operator disconnect and suspend Bulk Services to up to ten (10) Units on the Property at any one time for Units for which Association has provided to Operator reasonable documentation that each Unit is in foreclosure or delinquent on payment of assessments to Association, such disconnection and suspension to be without liability to Operator and without reduction in the Bulk Fee for a disconnected Unit during the period of disconnection and suspension. Disconnection is at no charge to Association. Operator may charge Association a reconnection fee of Fifty Dollars (\$50.00) for each Unit that has been disconnected at the request of Association. With respect to any disconnection and suspension request by Association under this Section, Association shall comply with the following:

- a. Association will notify the Unit owners of the pending disconnection and suspension of Bulk Services in writing at least 10 days in advance of the scheduled suspension of the services (or such other notice period required by law) and will provide a copy of such notice to Operator.
- b. Association will provide Operator with a list of the Units whose owners failed to respond to Association notice prior to any suspension of Bulk Services, and Association will identify which Units are to have Bulk Services suspended.
- c. Bulk Service will resume for a suspended Unit at such time as Association notifies Operator that suspended services may be reconnected and payment by Association to

Operator of the reconnection fee.

d. Association shall indemnify, defend, protect and hold Operator, and its officers, directors, customers, shareholders, attorneys, affiliates, employees, representatives and agents, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable legal fees) (collectively, "Claims") arising out of, relating to or resulting from suspension of Bulk Services in response to Association's request.

e. Operator is not obligated to suspend Bulk Services upon Association request and may determine not to suspend Bulk Services under some circumstances, including, without limitation, in the event that such suspension of service will affect delivery of other subscription services provided to that Unit.

**5.2 By Operator.** Operator may disconnect and suspend Bulk Services to any Unit on the Property at any time the owner of that Unit (or the Resident of that Unit, if not owner occupied) fails to pay Operator for Retail Services subscribed to by the Resident of that Unit, such disconnection and suspension to be without liability to Association and without reduction in the Bulk Fee for a disconnected Unit during the period of disconnection and suspension. Disconnection and reconnection is at no charge to Association. With respect to any disconnection or suspension by Operator under this Section, Operator shall comply with the following:

a. Operator will notify the Unit owners of the pending disconnection and suspension of Bulk Services in writing at least 10 days in advance of the scheduled suspension of the services (or such other notice period required by law).

b. Bulk Service will resume for a suspended Unit at such time as Operator has been paid the amounts due and owing for Retail Services provided by Operator to that Unit and payment by the Resident or Unit owner of Operator's reasonable and then-current reconnection fee.

c. Operator shall indemnify, defend, protect and hold Association, and its officers, directors, shareholders, attorneys, affiliates, employees, representatives and agents, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable legal fees) (collectively, "Claims") arising out of, relating to or resulting from Operator's suspension of Bulk Services under this Section.

d. Operator is not obligated to suspend Bulk Services under this Section and may determine not to suspend Bulk Services under some circumstances.

**6. Entire Addendum and Modifications.**

This Addendum contains the entire understanding of the parties, who each affirm and represent that the person executing this Addendum has the authority to do so. This Addendum shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Addendum shall be binding unless executed in writing by both Parties.

**IN WITNESS WHEREOF**, the Parties have hereto caused this Bulk Services Addendum to be executed as of the Effective Date written above.

**ASSOCIATION: Venetia Community Association, Inc.**

By: Cynthia Beckley  
Cynthia Beckley

Title: President

Date: 12/13/2023

**OPERATOR: Hotwire Communications, Ltd:**

By: Hotwire Communications, LLC

By: Kristin Johnson  
Kristin Johnson, Chief Executive Officer

Date: 12/18/2023

## EXHIBIT D

### Customer Service Level and Performance Standards

Operator's Video Services, Internet Services and Telephone Services, including both Bulk Services and Retail Services, will comply with the following Customer Service Level and Performance Standards (the "Standards"). Initially capitalized terms used in this Exhibit have the meanings ascribed to those terms in the Installation Agreement. Any credits set forth herein must be requested by Association within thirty (30) days of the event upon which the credit is based. In no event shall the aggregate of any credits issued hereunder for a particular calendar month exceed the amount of the Bulk Service Fee otherwise owing to Operator for the month in which the credits are issued.

#### 1. Service Availability.

Service Availability is calculated separately for the Video Services, the Data Services and the Telephone Services, and any Additional Services.

For each of the Services, "Service Availability" is calculated by dividing the difference of total number of seconds in each calendar quarter less the total number of seconds an Outage is uncured for a Service at the Property by the total number of seconds in each calendar quarter and multiplying by 100.

Operator's Data Service and Telephone Service will achieve at least 99.5% Service Availability each month.

Operator's Video Service will achieve at least 97% monthly, 98% quarterly and 99% Service Availability annually.

Calculation of Service Availability under this Section does not include time during which any of the Services is not available due to a Force Majeure event (as defined in the Installation Agreement), or regularly scheduled or scheduled *ad hoc* maintenance activities, provided that Operator has used its commercially reasonable efforts to notify Association of the maintenance window at least 24 hours prior to the Service(s) becoming unavailable, and no scheduled maintenance window may exceed 8 hours per month without Association's prior consent. All scheduled maintenance work will be performed during off-peak hours (*i.e.*, between midnight and 6 a.m. Eastern Standard Time, when maintenance activities will affect the fewest number of individual users). Operator's obligation to provide Association with advance notice of maintenance activities is waived to the extent that the maintenance work is required to respond to an emergency or otherwise to prevent an Outage (as defined herein), in which case Operator will notify Association of the nature of the emergency, the nature of the maintenance activity undertaken, and its result as soon as practicably possible thereafter. Operator will work with Association or its designated representative to ensure that any service interruption is minimized.

#### 2. Timely Response to and Cure of Trouble Reports.

A "Trouble Report" is any Service-related report, whether written or oral, made by Association (or its on-site Manager) or a Resident relating to any of the Services, for which a trouble ticket is opened, provided that: (a) Operator will open a trouble ticket for each Service-related report received by Operator's Customer Service Center (as defined herein); and (b) any report of a Service-related issue that is caused by Association error, a defect in Association-owned equipment, a Resident error, a defect in Resident-owned equipment, or a Force Majeure event is not considered

a Trouble Report. Trouble Reports must be placed in a manner consistent with Operator's Customer Service procedures, which consist of calling Operator's Customer Call Center at 800-355-5668 (or successor number) or via email at cs@hotwiremail.com.

A "Minor Service Problem" is the same Service-related problem affecting: (a) 10 or fewer individual Residences or (b) Services provided to Common Areas of the Property.

A "Major Service Problem" is the same Service-related problem affecting more than 10 but fewer than 75% of the individual Residences.

An "Outage" is a Service-related problem affecting at least 75% of the Residences at the Property.

Operator will respond to any Trouble Report relating to a **Minor Service Problem** by 7 p.m. Eastern Standard Time on the calendar day (excluding Sundays and Holidays) following the day on which the Trouble Report is received. Operator will cure the issue(s) identified in the Trouble Report no later than 7 p.m. Eastern Standard Time on the second calendar day (excluding Sundays and Holidays) after the day on which the Trouble Report is received, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to a **Major Service Problem** within 4 hours after initial receipt of the Trouble Report. Operator will cure the issue(s) identified in the Trouble Report within 24 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to an **Outage** within 2 hours after initial receipt of the Trouble Report. Operator will cure the issue(s) identified in the Trouble Report within 12 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Any Trouble Report relating to a Minor Service Problem or a Major Service Problem that is received after 5:00 pm will be considered as being received at 8:00 AM on the following day. A Trouble Report relating to an Outage is considered as being received at the time it is actually received.

A Trouble Report is timely cured ("Timely Cured") if it is cured within the applicable timeframe as set forth above for Minor Service Problems, Major Service Problems and Outages.

"Trouble Reports Timely Cured" is calculated by dividing (a) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems within a calendar quarter that are cured by Operator within the deadlines set forth above by (b) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems received by Operator during the calendar quarter and (c) multiplying by 100.

Operator will achieve at least 90% Trouble Reports Timely Cured during each calendar quarter.

In addition to other remedies available to the Property, Association will receive a Service Credit based on the percent each calendar quarter that Operator fails to meet the 90% Trouble Reports Timely Cured level. For each percentage point below the 90% Trouble Reports Timely Cured, Association will receive a Service Credit in an amount equal to the same number of percentage points multiplied by the monthly Bulk Service Fee. By way of example, if Operator has an 87%



Trouble Reports Timely Cured for a quarter, then Association will receive a Service Credit in an amount equal to 3% multiplied by the applicable quarterly Bulk Service Fee.

A Service Problem or Outage caused by Force Majeure conditions outside of Operator control or by Association or Resident error or by a defect in Association-owned or Resident-owned equipment will not be counted in the calculation of Trouble Reports or Outages for purposes of this SLA or for Service Credit consideration.

### 3. Outage Credits.

In addition to other remedies available to Association under the Installation Agreement, Association will receive an outage credit ("Outage Credit") applied to Association's Bulk Service account based on Operator's failure to Timely Cure Outages as specified in Section 2. Outage Credits are applied to the then-current Bulk Service Fee charged to Association for the affected Service for any month as set forth in the applicable Bulk Services Addendum or Agreement, and are prorated, based on a 30-day month, depending upon the length of the Outage, measured from Operator's receipt of the Trouble Report reporting the Outage. For example, if the Monthly Bulk Services Fee for Bulk Video Services is \$39.99 per unit, or \$9,997.50 for 250 units, a one-day Service Credit would be \$9,997.50/30 or \$333.25.

<u>Length of Outage</u>	<u>Amount of Outage Credit</u>
Less than 12 hours	None
13 to 24 hours	One (1) Day
24 to 48 hours	Three (3) Days
Over 48 hours	Seven (7) Days

Multiple Outage Credits are available in the event multiple Outages occur within the same calendar month. However, Association will receive no more than one Outage Credit for any forty-eight (48) hour period beginning with Operator's receipt of the relevant Trouble Report, even if more than one Outage occurs during that period. The maximum Outage Credit to be granted for all Outages during any month is limited to the amount of the Bulk Service Fee otherwise owing to Operator for the Services suffering the outage for the month in which the Outage Credit is awarded.

### 4. Customer Service Orders.

A "Service Order" is an order received by Operator from a Resident at the Property for new Services or to make a change in existing Services.

Operator will contact a Resident to schedule a Service Order appointment within 24 hours after receipt of a Service Order and will complete all work associated with a Service Order install or change within 48 hours after the date and time the Resident was contacted to schedule an appointment time (the "Service Order Commitment Date") unless the Resident requests a date beyond the applicable deadline. The deadlines set forth above exclude Sundays and Holidays.

"Holiday" means New Year's Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, President's Day, Good Friday, Yom Kippur, and Veteran's Day.

"Compliance with Customer Service Order Commitment Date" is calculated by dividing (a) the total number of Service Orders completed within the deadlines set forth above by (b) the total number of Customer Service Orders received during each calendar quarter and (c) multiplying by 100.



Operator will achieve at least 90% Compliance with Customer Service Order Commitment Date during each calendar quarter (excluding those Service Orders for which resident requests a date beyond the applicable deadline).

Without limiting the generality of the foregoing, however, Operator shall, at all times during the Term of the Installation Agreement, (i) meet and comply with the "customer service standards" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.309 (as such term is used therein), as amended and/or restated from time to time, and the customer service standards and provisions and credit terms set forth in any applicable telecommunications ordinances and other applicable legal requirements.

#### 5. Customer Hold Time.

Operator will maintain and provide Residents with instructions on how to contact a Customer Service Center, which will include a Call Center located within the geographical borders of the United States, and which will be available by means of a toll-free number (currently, 800-355-5668) 24 hours per day, 7 days per week, 365 days per year to receive customer service calls and provide customer support as requested. Operator will at all times maintain adequate competent staff at such Call Center to ensure compliance with the Customer Service and Performance Standards set forth herein.

"Customer Hold Time Compliance" is calculated by dividing (a) the number of customer calls to Operator's call center during any calendar quarter in which the customer is put on hold for more than 30 seconds by (b) the total number of customer calls during that calendar quarter and (c) multiplying by 100.

Operator will achieve at least 90% Customer Hold Time Compliance under normal operating conditions during each calendar quarter.

#### 6. Customer Service Records.

Operator will maintain a written or electronic record ("Customer Service Records") of customer calls, and such Customer Service Records will at all times be sufficiently detailed to demonstrate Operator's compliance or non-compliance with each material Customer Service Level and Performance Standard included herein. Specifically, Operator's Customer Service Records will at a minimum identify: (a) the date and time when any Trouble Report is received, (b) the nature of the complaint, (c) the action taken by Operator in response to the call, (d) the results of the action taken, (e) a summary of Trouble Reports that were cured (and the time required for such cure) and that were not cured, and (f) the period of time during which any Service was unavailable due to a Force Majeure event. With respect to Service Orders, the Customer Service Records will identify: (g) the date and time when the Service Order is received, (h) the nature of the Service Order, (k) the time and date on which the Service install, or change is completed. Operator will make summary versions of the Customer Service Records (with Resident names and addresses removed) available for inspection by Association (or its representative) at any time during regular business hours upon request by Association to schedule a mutually convenient date within five business days of the requested date unless otherwise mutually agreed.

Operator will make available to the Property on a quarterly and annual basis or upon request by the Property on a historical basis, network statistics with regard to the bandwidth being delivered to the Property, Major and Minor Service Problem reporting, Outage reporting, maintenance issues and Trouble Reports. These statistics will be provided in an agreed-upon raw data format such as

CSV, tab delimited, or other database file structure.

7. Emergency 911 Telephone Service Standards.

Operator will ensure that Emergency 911 service (hereinafter, "E-911" or successor requirement) will meet or exceed all local, state, and federal requirements, including all FCC regulations. Association understands, acknowledges, and agrees that it shall be responsible for ensuring that all Property Residents and guests are notified of, familiar with, and understand the limitations of Operator's Voice Over Internet Protocol (VoIP) telephone services. This responsibility includes, but is not limited to, Association using its best efforts to ensure that all Property Residents subscribing to VoIP telephone services sign and submit to Operator a VoIP 911 Waiver Form, in accordance with state and federal regulations.

Association acknowledges and agrees that Operator may disconnect Voice Services, or refuse to connect such Voice Services, to any Resident if that Resident refuses to sign the FCC required VoIP E-911 waiver, as these state and federal regulations may be amended from time to time. At activation of an individual Resident's telephone service and upon written request of the individual Resident, Operator will provide documentation that E-911 emergency call address and information has been input correctly so that an E-911 call will be routed properly.

8. Video Programming Service Standards.

The technical quality of the video signal provided by Operator shall be at least equivalent to the transmission and reception of cable and/or satellite-transmitted programming, and in all events, will meet or exceed the technical standards for performance of a "cable television system" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.605 (as such term is used therein), as amended and/or restated from time to time.

9. Spam Management.

Operator will employ a SPAM management system to reduce to a reasonable minimum SPAM traffic, and Operator is authorized to block any SPAM traffic emanating from the Property, Association's facilities, or an individual Resident. Operator may disconnect any Service to Association or a Resident who repeatedly distributes SPAM traffic until the Resident or Association demonstrates to Operator's reasonable satisfaction that the SPAM activity has ceased. If Service to a Resident or Association is disconnected for SPAM traffic on more than one occasion, Operator may charge the Resident or Association a reasonable fee for reactivation. No disconnection by Operator due to SPAM management shall be counted when computing the service time percentages.

10. Virus Protection.

Operator must be capable of maintaining the network during inside or outside virus attacks and will maintain a "plan of action" for management of virus and denial of service attacks and recovery there from.

Operator may disconnect Services to a Resident and/or Association whose computer(s) are infected with viruses until the Resident and/or Association demonstrates to Operator's reasonable satisfaction that the viruses have been eliminated. If a Resident and/or Association is disconnected from Services due to virus-related issues on more than one occasion, Operator must approve reactivation of the Resident's and/or Association's Service, and Operator may charge the Resident and/or Association (for their respective infected computer(s)) a reasonable reactivation fee not to

exceed \$75.00. No disconnection by Operator due to viruses shall be counted when computing the service time percentages.

#### 11. Internet Bandwidth and Service Availability.

Operator will be responsible for issues of latency (as that term is generally used in the industry) and packet delivery to each single-unit port. Operator will use its best efforts to minimize latencies through the use of properly configured networks and routes to ensure that minimum hops are maintained. Latency within the core network will not exceed 110 milliseconds. Packet delivery will be achieved at a ratio of 95% or greater.

Operator's High-Speed Guaranty is a guaranty of speed between the individual Internet user's computer and the last device on Operator's network before such data packet enters the "Internet cloud", which consists of equipment and a network beyond the control of Operator. Association acknowledges that data packets enter the "Internet cloud", which is beyond the control of Operator. Association accepts and acknowledges that conditions and circumstances outside of Operator's control can affect the connectivity speed of an individual user or users; such conditions and circumstances include without limitation: the speed, age and components of the computer being used to access the Internet; Internet viruses which may infect the computer attempting to access the Internet; and, Internet slowdowns within the computer or server which is being accessed by the individual user's computer at the Property.

Operator will provide sufficient Internet connectivity to ensure that average WLAN utilization for the Property does not exceed 70% during peak periods. Operator reserves the right to cap or throttle the Internet Service provided to a user for a violation of Operator's Acceptable Use Policies (as specified in Section 15 of these Standards) or these Standards by such user.

Any Internet user using Operator's high-speed Internet service must maintain certain minimum equipment and software to receive the high-speed Internet service. Association will refer all Residents to Operator's web site, [www.gethotwired.com/terms](http://www.gethotwired.com/terms) (or the applicable successor URL), for the current specifications. Operator shall not warranty or maintain other devices installed by a Resident, including routers, wireless hubs, and other such devices, unless provided by Operator.

Each Internet user shall be responsible for security with respect to his or her own equipment that interfaces with the Internet Service. Operator may communicate security issues to Association and Resident users from time to time when abuse or misuse is observed or reported. While the computer industry may provide blocking and filtering software that empowers the users to monitor and restrict access to their computer(s) and data, Operator is not the publisher of this software and disclaims any responsibility or liability, therefore. Operator strongly recommends that all users employ a "firewall" or other security software to protect their computer(s) and data.

#### 12. Damage, Loss, or Destruction of Software Files and/or Data.

Operator assumes no liability or responsibility whatsoever for any damage to or loss or destruction of any of the property of Association or Residents (including but not limited to hardware, software, files, data or peripherals), which may result from the use of the Internet Service by Association or individual Resident users, except as (i) a result of Operator's installation or maintenance of the Internet Service or Operator's Equipment, and (ii) a result of Operator's gross negligence or willful misconduct. Operator does not warrant that any data or files sent by or to Association or the individual Resident users will be transmitted in uncorrupted form within a reasonable period of time, except to the extent that such data or files are sent by Operator.

### 13. No Liability for Purchases.

Through use of the Internet Service, Association and/or the Resident users may access certain information, products, and services of others, for which there is a charge. Association and the Resident users shall, respectively, be solely liable and responsible for all fees or charges for such online services, products, or information. Operator shall have no responsibility to resolve disputes with other vendors or third parties.

### 14. Monitoring the Internet Services and Privacy.

Operator is concerned with issues of privacy and treats private communications on and through its network as confidential. Operator has no obligation to monitor Internet content. However, Association understands and agrees that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. In addition, and as a condition to any obligation of Operator to provide or continue to provide the Internet Service to Association and Resident users, each user must agree when requested in writing by Operator that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. A copy of Operator's Privacy Policy can be found on Operator's website at [www.gethotwired.com](http://www.gethotwired.com) (or the applicable successor URL).

### 15. Operator's Right to Terminate.

Operator may terminate the Internet Service to Association and to any or all Residences immediately without notice in order to prevent a breach of network security. Association expressly warrants that Association has read and agrees to be bound by Operator's Acceptable Use Policy. As a condition to any obligation of Operator to provide or continue to provide the Internet Service to users at the Property, each user must when requested in writing by e-mail by Operator to user (i) acknowledge that he or she has read and (ii) agrees to be bound by Operator's Acceptable Use Policy, which can be found on Operator's website at [www.gethotwired.com](http://www.gethotwired.com) (or the applicable successor URL). Operator will inform the users that the Acceptable Use Policy may be updated or modified from time to time by Operator, with or without notice to the users. Any such update or modification to the Acceptable Use Policy shall be posted to the above listed website. The users should consult the Acceptable Use Policy on a regular basis to ensure compliance. Operator may suspend the Internet Service to Association or to any individual user at the Property immediately for violation of Operator's Acceptable Use Policy.

### 16. Customer Shut Off.

Operator will provide upon request notification to the Resident who had his or her Service disabled and the reason(s) for the disabling.

### 17. Alarm Monitoring Services.

Association understands and agrees, and will inform Residents, that the customer service and performance standards that will apply to any alarm monitoring services provided by or through Operator to Association and/or Residents of the Property shall be as set forth in Operator's required alarm monitoring service agreement, which is required to be signed by all users of the alarm monitoring service and which outlines the alarm monitoring service provided, the emergency contact information required, and specific terms and conditions that relate to the provision of the alarm monitoring service.

**EXHIBIT “E”**  
**SYSTEM DESIGN**  
**[TO BE ADDED BASED ON PROPERTY DESIGN]**