

Gary Scott

### DISTANCES

156 PESARO: 0.23 MILES  
AVILINO WAY: 0.05 MILES  
TREVISO COURT: 0.10 MILES

Legend



156 PESARO  
(0.23 MI) 156 Pesaro Dr

TREVISO CT (0.10 MI)

AVALINI WAY  
(0.05 MI)

850' to shopping center corner.  
Vegetation is 15-18' high.

SCALE

800 ft

Google Earth



# Lanai view 156 Pesaro Drive

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- At night, my view is of stars
- The vegetation is 15-20 feet high. Distance to the corner of the proposed shopping center from the vegetation is 850 feet.
- My view of stars will be replaced with commercial lighting at the base of the view and loss of the night sky.





Gary Scott

adjacent residential density provided by Policy 13.1. Potential incompatibilities created by the proposed Milano PUD are mitigated by site design and 30 foot-wide landscape buffers located along Border Road and Laurel Road. Land use compatibility will be further evaluated when subsequent land development applications are submitted to implement the Milano PUD.

***Finding of Fact (Comprehensive Plan):*** *The proposed Milano PUD is consistent with the South Laurel Neighborhood future land use designation and can be found to be compatible with existing adjacent uses. Land use compatibility will be further evaluated when subsequent land development applications are submitted to implement the Milano PUD. Overall, the proposed Milano PUD can be found consistent with the comprehensive plan.*

f) Compliance with the Land Development Code:

The subject zoning map amendment has been processed consistent with the procedural requirements contain in Section 86-47. In addition, the subject petition has been reviewed by the Technical Review Committee and no issues regarding compliance with the Land Development Code were identified.

In addition, staff confirms compliance with the following PUD district development standards.

Maximum Residential Density. Section 86-130(g) specifies the maximum residential density in the PUD district is 4.5 dwelling units per acre. The Milano PUD residential density is 2.56 dwelling units per acre.

Minimum Open Space. Section 86-130(j)(1) requires that a minimum of 50 percent of the PUD shall be open spaces. The Milano PUD site plan shows that 55.2% of the property is designated as open space.

Open Space Restriction. Section 86-130(j)(3) specifies that land in a PUD designated as open space will be restricted by appropriate legal instrument satisfactory to the city attorney as open space perpetually, or for a period of not less than 99 years. Such instrument shall be binding upon the developer, his successor and assigns and shall constitute a covenant running with the land, and be in recordable form.

\* Staff will work with the applicant in the preparation of the development agreement to include a provision on this subject to achieve compliance with the above referenced code section.

Evidence of Unified Control; Development Agreements. Section 86-130(k) requires the applicant provide evidence of unified control of the subject property. The applicant has submitted information documenting unified control of the property. The subsection also requires development agreements in which the applicant agrees to the following:

- The proposed development will proceed in accordance with the Land Development Code and any conditions of approval for the development,
- Completion of the development in accordance with the provisions and plans of the approved PUD and sureties for the continuing operation and maintenance of private functions and facilities, and
- Successors in title are bound to the above two matters.

Code further specifies that no PUD shall be adopted without provision of the above requirements. Staff will continue to work with the applicant to ensure the development agreement is in place prior to the final approval of the Milano PUD.

Milano PUD Amendment 2017 - Staff report

**From:** [Kathleen Weeden](#)  
**To:** [Roger Clark](#); [Kelsey Mahoney](#)  
**Cc:** [Nicole Tremblay](#); [Amy Nelson](#); [Jonathan Kramer](#); [Donald Hubbard](#); [Christina Rimes](#)  
**Subject:** Open Space Dedication Required  
**Date:** Friday, May 27, 2022 3:27:27 PM  
**Attachments:** [Forestar Open Space Restriction and Covenant.pdf](#)  
[Open Space Restriction and Covenant.pdf](#)  
[Toscana Isles Open Space Restriction & Covenant.pdf](#)  
[Milano Phase 2 Open Space Restriction Agreement red.pdf](#)  
[Open Space Restriction and Covenant Vicenza Phase 1 red.pr.pdf](#)

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Attached is an exhibit related to the parcels in northeast Venice that either need to or have dedicated open space. Not sure who is maintaining this layer in GIS and we need to make sure we are getting the proper open space dedications. I couldn't find one for Venice Woodlands so I think they may still need to dedicate.

Thank you,

Kathleen

Kathleen J. Weeden, PE, CFM, LEED AP  
City Engineer  
City of Venice  
401 W. Venice Avenue  
Venice, FL 34285  
941-882-7409 office  
941-441-7285 cell  
[kweeden@venicefl.gov](mailto:kweeden@venicefl.gov) (note new email address)



## Compliance with the Land Development Code

- **Sec. 86-130(r) - Commercial Uses.** “Commercial uses located in a PUD are intended to serve the needs of the PUD and not the general needs of the surrounding area. Areas designated for commercial activities normally shall not front on exterior or perimeter streets, but shall be centrally located within the project to serve the residents of the PUD.”
  - The city’s existing PUDs with commercial uses have these uses along their perimeter
  - Planning Commission and City Council must determine the appropriate interpretation to make on this language
- **Sec. 86-130(j)(3)** requires that land in a PUD designated as open space be restricted for no less than 99 years, recorded as a legal instrument
  - City’s position has historically been that this dedication should take place at the final plat of the last phase of a PUD
  - Recent policy change requiring this at the final plat of each phase of a PUD has not been in place throughout the lifetime of the Milano PUD
  - Binding Master Plan shows a development area of residential lots that have not yet been memorialized through a preliminary or final plat
  - Therefore, final recording of the dedication of open space for the entire PUD has not taken place



# Fiore final plat was dedicated in 2021

**FIORE**  
A SUBDIVISION LYING IN SECTION 34, TOWNSHIP 38  
SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA  
COUNTY, FLORIDA.

PLAT BOOK 56 PAGE 219  
SHEET 1 OF 9 SHEETS

**LEGAL DESCRIPTION** (PREPARED BY ARDURA GROUP, INC.)

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS RECORDED 20 PARCELS OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, THENCE SOUTH 80°12'57" WEST, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1,130 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 34, ALONG SAID BOUNDARY TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 27°12'57" WEST, A DISTANCE OF 1,130.11 FEET TO THE NORTH LINE OF ANA ACCORDING TO PLAT BOOK 52, PAGE 436 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 80°12'57" WEST, A DISTANCE OF 264.84 FEET; (2) SOUTH 20°04'44" WEST, A DISTANCE OF 26.40 FEET; (3) NORTH 80°12'57" WEST, A DISTANCE OF 843.87 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF SAID SECTION 34, THENCE NORTH 30°37'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,130.18 FEET TO WYOMING SOUTH BOUNDARY OF JAMES POUND TRACT SOUTH 80°12'57" WEST, ALONG SAID WEST LINE, THENCE SOUTH 80°12'57" WEST, A DISTANCE OF 1,130.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.519 ACRES.

**CERTIFICATE OF APPROVAL OF COUNTY CLERK**  
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I, KAREN E. RUSING, COUNTY CLERK OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 56, PAGE 219, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 22 DAY OF JULY, A.D. 2021.

KAREN E. RUSING  
CLERK OF THE COUNTY CLERK OF  
SARASOTA COUNTY, FLORIDA

**CERTIFICATE OF APPROVAL OF CITY COUNCIL**  
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

**CERTIFICATE OF REVIEWING SURVEYOR AND MAPPER**  
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I, ROBERT E. GIBSON, HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMANCE WITH CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THAT I AM UNDER CONTRACT WITH THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT OF THE CITY OF VENICE. THIS LIMITED CERTIFICATION IS TO FACILITATE CONFORMANCE WITH CHAPTER 177, PART 1, OF THE FLORIDA STATUTES. IT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING AND MAPPING REFLECTED ON THIS PLAT.

ROBERT E. GIBSON  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 3587

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I, JAMES K. BECKER, AS MANAGER OF HOOD MANAGEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS MANAGER OF HOOD MANAGEMENT OF SOUTHWEST FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ALL COMPANIES LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, HEREBY CERTIFY OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED "FIORE" TO BE MADE AND HAS HERETO DELEGATED THE FOLLOWING:

- TO THE CITY OF VENICE, ITS SUCCESSORS AND/OR AGENTS.
- A NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT ACROSS OVER AND UNDER THE ROAD AND RIGHT-OF-WAY SHOWN HEREON AS TRACT 120 FOR HORSES AND OTHERS OF EMERGENCY VEHICLES AND FOR AUTHORIZED GOVERNMENTAL SERVICES.
- ALL POTABLE WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES, ABOVE GROUND SURFACE AND UNDERGROUND (PULVED ALONG AND ADJACENT TO TRACT 120).
- ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT.
- TO SARASOTA COUNTY, ITS SUCCESSORS AND/OR AGENTS.
- AN EXCLUSIVE LIFT EASEMENT AS SHOWN AND SPECIFIED ON THIS PLAT AS "TOWNSHIP EXCLUSIVE LIFT EASEMENT DEDICATED TO SARASOTA COUNTY" FOR THE PURPOSE OF INSTALLATION, MAINTENANCE, AND REPAIRS OF A FORMAL LIFT TRUSS AND RELATED FACILITIES.
- DEDICATES AND SETS APART TRACTS 320-321, 520-522 & 620-621, AS SHOWN AND DESCRIBED ON THIS PLAT FOR A PERIOD OF 99 YEARS FROM THE RECORDING OF THIS PLAT IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR OPEN SPACE PURPOSES ONLY PURSUANT TO SECTION 86-130(J) OF THE CITY OF VENICE LAND DEVELOPMENT REGULATIONS AND ORDINANCE NO. 2017-25. SUCH OPEN SPACE USE, CONSISTENT WITH THE CURRENT DEFINITION IN THE CITY OF VENICE LAND DEVELOPMENT REGULATIONS, SHALL BE DEEMED TO MEAN THAT THE PROPERTY MUST BE UNOCCUPIED OR PREDOMINATELY UNOCCUPIED BY BUILDINGS OR OTHER IMPERVIOUS SURFACES, AND USED FOR STORMWATER MANAGEMENT, PARKS, RECREATION, CONSERVATION, PRESERVATION OF NATIVE HABITAT AND OTHER NATURAL RESOURCES, OR HISTORIC OR SCENIC PURPOSES. UNOCCUPIED OR PREDOMINATELY UNOCCUPIED BY BUILDINGS OR OTHER IMPERVIOUS SURFACES SHALL MEAN THAT NOT MORE THAN 5% OF THE AREA OF ANY REQUIRED OPEN SPACE, WHEN CALCULATED BY EACH AREA SHALL BE OCCUPIED BY IMPERVIOUS SURFACES.

WILL COMUNITES OF SOUTHWEST FLORIDA, LLC  
A FLORIDA LIMITED LIABILITY COMPANY  
BY JAMES K. BECKER, MANAGER

**LOCATION MAP**  
(NOT TO SCALE)

**SHEET INDEX**  
1 COVER SHEET  
2 KEY SHEET  
3-8 FINAL SHEETS

3) DEDICATES AND SETS APART TRACTS 320-321, 520-522 & 620-621, AS SHOWN AND DESCRIBED ON THIS PLAT FOR A PERIOD OF 99 YEARS FROM THE RECORDING OF THIS PLAT IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR OPEN SPACE PURPOSES ONLY PURSUANT TO SECTION 86-130(J) OF THE CITY OF VENICE LAND DEVELOPMENT REGULATIONS AND ORDINANCE NO. 2017-25, SUCH OPEN SPACE USE, CONSISTENT WITH THE CURRENT DEFINITION IN THE CITY OF VENICE LAND DEVELOPMENT REGULATIONS, SHALL BE DEEMED TO MEAN THAT THE PROPERTY MUST BE UNOCCUPIED OR PREDOMINATELY UNOCCUPIED BY BUILDINGS OR OTHER IMPERVIOUS SURFACES, AND USED FOR STORMWATER MANAGEMENT, PARKS, RECREATION, CONSERVATION, PRESERVATION OF NATIVE HABITAT AND OTHER NATURAL RESOURCES, OR HISTORIC OR SCENIC PURPOSES. UNOCCUPIED OR PREDOMINATELY UNOCCUPIED BY BUILDINGS OR OTHER IMPERVIOUS SURFACES SHALL MEAN THAT NOT MORE THAN 5% OF THE AREA OF ANY REQUIRED OPEN SPACE, WHEN CALCULATED BY EACH AREA SHALL BE OCCUPIED BY IMPERVIOUS SURFACES.

**CERTIFICATE OF REVIEWING SURVEYOR AND MAPPER**  
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I, ROBERT E. GIBSON, HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMANCE WITH CHAPTER 177, PART 1, OF THE FLORIDA STATUTES, AND THAT I AM UNDER CONTRACT WITH THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT OF THE CITY OF VENICE. THIS LIMITED CERTIFICATION IS TO FACILITATE CONFORMANCE WITH CHAPTER 177, PART 1, OF THE FLORIDA STATUTES. IT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING AND MAPPING REFLECTED ON THIS PLAT.

ROBERT E. GIBSON  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 3587

**SURVEYOR'S NOTES**

\* REVISIONS ARE MADE ON A BEARING OF 180°17'10"E, FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST AND JUST AS SHOWN HEREON.

\* THIS PLAT WAS PREPARED BASED ON A RECONNAISSANCE SURVEY BY ARDURA GROUP, INC. JOB NUMBER 17-039-001 DATED ON 2017-11-28 BY CLEVELAND F. BAKER, PE, AND FORWARDED TO ME ENGINEERING, LLC.

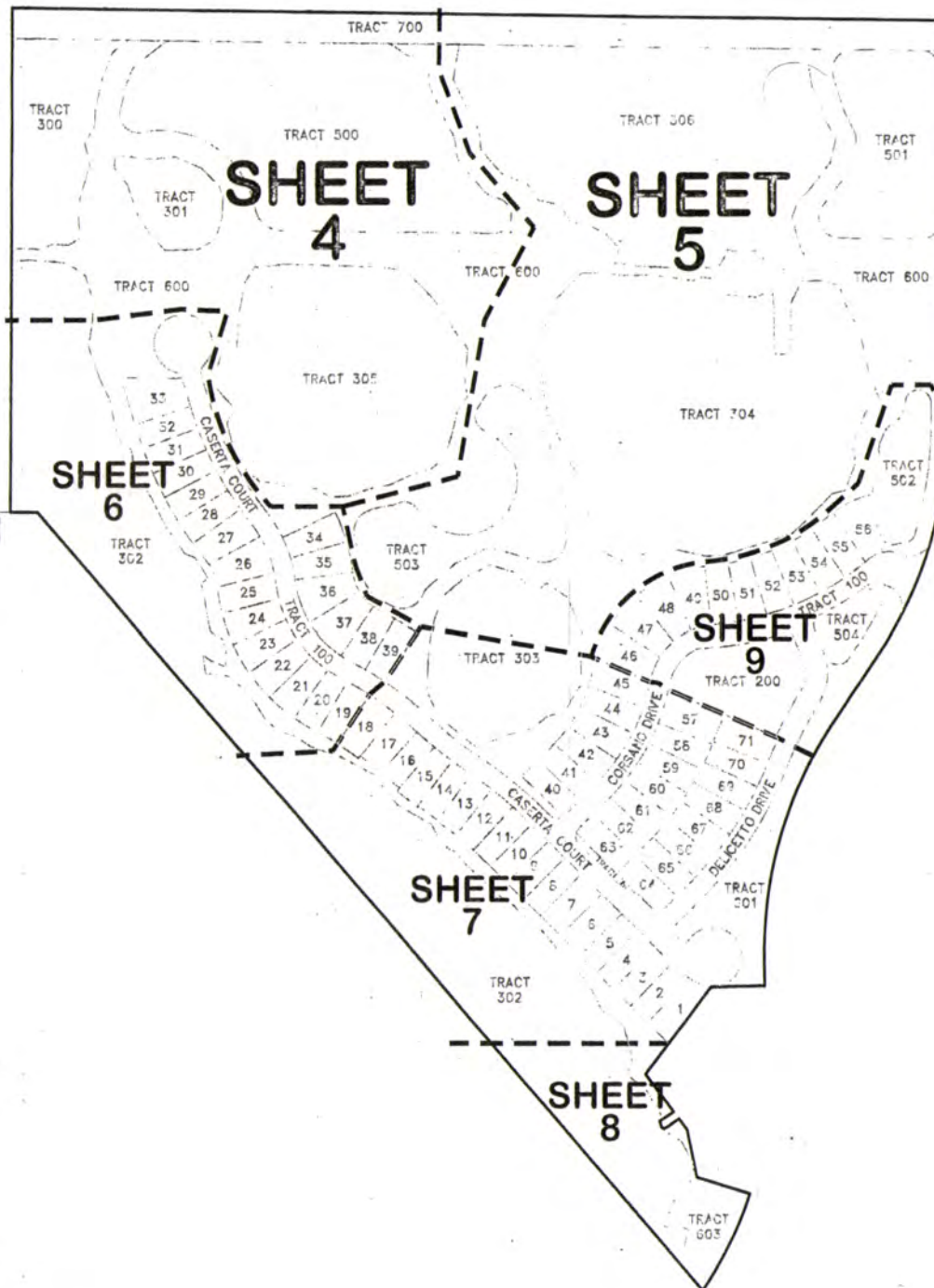
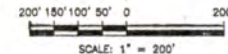
**SURVEYOR'S CERTIFICATE**  
PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, HOLDING LICENSE NO. 3587, I, ROBERT E. GIBSON, HEREBY CERTIFY THAT I AM ACTING AS AGENT OF A PROFESSIONAL ENGINEERING, LLC, A LIMITED LIABILITY COMPANY AUTHORIZED TO OFFER SERVICES OF REGISTERED SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA, HOLDING L.S. NO. 4234. THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES, AND THAT THE PERMANENT IDENTIFICATION MARKERS WERE SET AS OF APRIL 22, 2021 AND THE PERMANENT CONTROL POINTS (CPTS) AND THE LIFT CONCRETS WILL BE INSTALLED WITHIN 7 YEAR FROM DATE OF RECORDING AND WILL BE CONFIRMED BY SURVEYING RETIQUAT.

ROBERT E. GIBSON  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NUMBER 3587

**ENGINEERING, LLC.**  
CONSULTING ENGINEERS  
& SURVEYORS, L.S. 4234  
1440 TOWNSHIP CIRCLE  
VENICE, FLORIDA 34242  
PHONE: 941.222.2746  
FAX: 239-378-1768



**CIELO**  
A SUBDIVISION  
IN SECTION 35, TOWNSHIP 38  
SOUTH, RANGE 19 EAST  
CITY OF VENICE, SARASOTA  
COUNTY, FLORIDA



TRACT 100  
PRIVATE ROADWAY, INGRESS, EGRESS, UTILITY, DRAINAGE,  
LANDSCAPE & HARDSCAPE EASEMENT

TRACT 200  
AMENITY CENTER

TRACT 300 - 306  
WETLAND, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 500-504  
PRIVATE LAKE, DRAINAGE & FLOWAGE EASEMENT

TRACT 600-603  
OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 700  
FUTURE DEVELOPMENT RESERVED FOR OWNER

KEY MAP

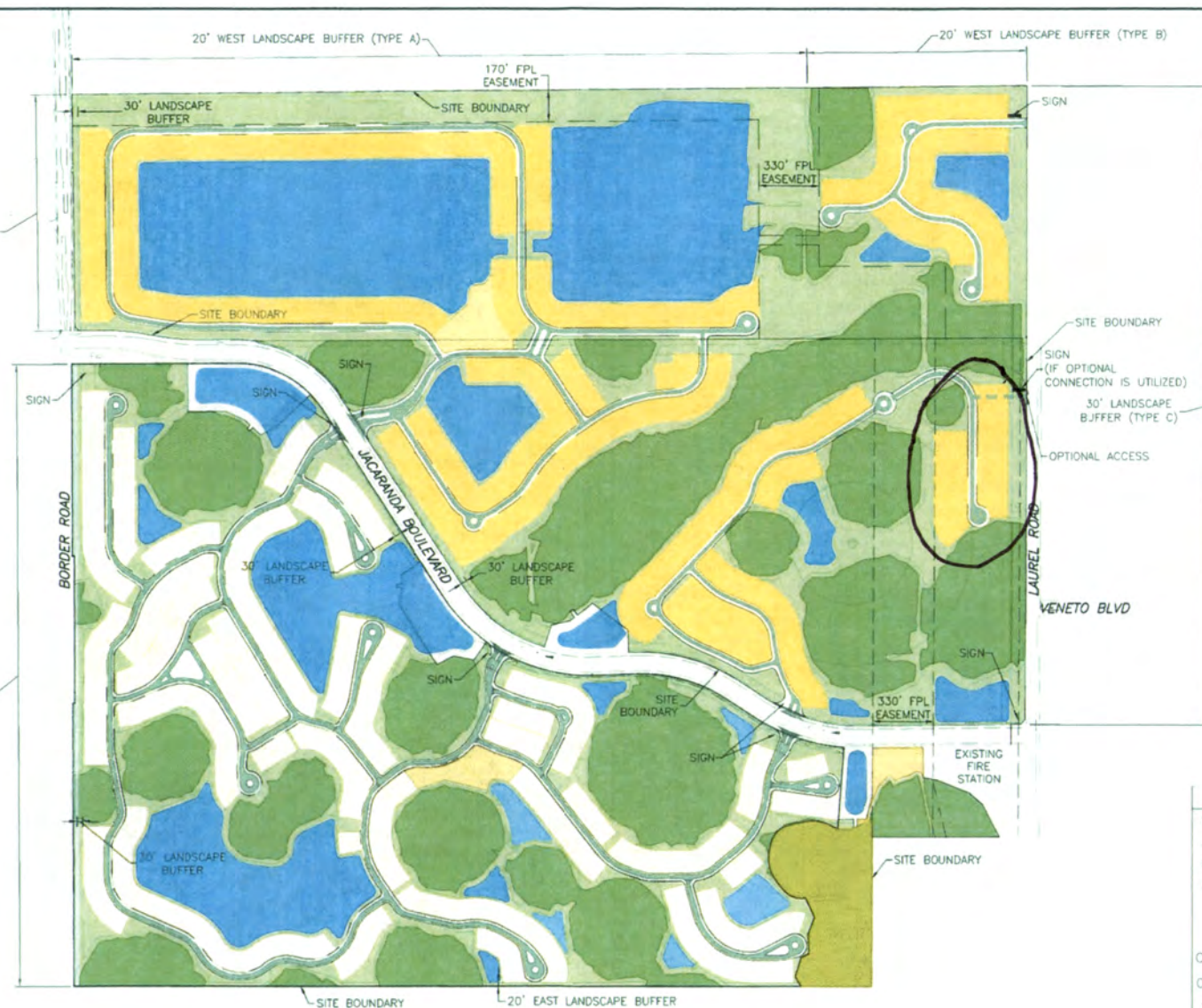
**POINT BREAK SURVEYING, LLC**

CERTIFICATE OF AUTHORIZATION LB 7384  
8111 BLAIKIE COURT, SUITE E  
SARASOTA, FL 34240  
PHONE: (941) 378-4797



30' LANDSCAPE BUFFER (TYPE C)

**SITE DATA**  
 ZONING: PLANNED UNIT DEVELOPMENT (PUD)  
 TOTAL PROJECT ACREAGE: 527.32  
 TOTAL RESIDENTIAL DWELLING UNITS: 1,350  
 RESIDENTIAL DENSITY/ACRE: 2.56



- OPEN SPACE
- WETLANDS
- AMENITY SITE
- PROPOSED LAKES
- PAVEMENT
- OPTIONAL CONNECTION
- CONSERVATION AREA
- SINGLE FAMILY LOTS, PAIRED VILLAS, OR MULTI-FAMILY SITES
- SINGLE FAMILY LOTS, PAIRED VILLAS
- SIGNS (GENERALIZED LOCATIONS)

LAND USE	ACRES	%
RESIDENTIAL	182	34.5%
AMENITY AREA	4	0.8%
ROAD ROW	50	9.5%
OPEN SPACE		
WETLANDS	131	
LAKES	94	
CONSERVATION AREA	9	
OTHER OPEN SPACE	57	
TOTAL OPEN SPACE	291	55.2%
TOTAL ACREAGE	527	100%

RECEIVED

MAY 04 2017



	maximum height will not exceed the maximum building height previously approved through such rezoning.	architectural design style will be consistent with designs previously approved through such rezoning.
Shakett Creek Neighborhood (Planning Area J)	42'	Northern Italian Renaissance or Northern Mediterranean
Knights Trail Neighborhood (Planning Area K)	SubAreas 1, 2, 3: 42' SubArea 4: 45'	Northern Italian Renaissance or Northern Mediterranean
Gene Green Neighborhood (Planning Area L)	N/A	N/A

**Note: See Appendix for Planning Area Maps. The 2010 Future Land Use Map is provided for the identification and location of the Planning Areas only.**

- Policy 8.2 Land Use Compatibility Review Procedures. Ensure that the character and design of infill and new development are compatible with existing neighborhoods. Compatibility review shall include the evaluation of the following items with regard to annexation, rezoning, conditional use, special exception, and site and development plan petitions:
- A. Land use density and intensity.
  - B. Building heights and setbacks.
  - C. Character or type of use proposed.
  - D. Site and architectural mitigation design techniques.



Considerations for determining compatibility shall include, but are not limited to, the following:

- E. Protection of single-family neighborhoods from the intrusion of incompatible uses.
- F. Prevention of the location of commercial or industrial uses in areas where such uses are incompatible with existing uses.
- G. The degree to which the development phases out nonconforming uses in order to resolve incompatibilities resulting from development inconsistent with the current Comprehensive Plan.
- H. Densities and intensities of proposed uses as compared to the densities and intensities of existing uses.

Potential incompatibility shall be mitigated through techniques including, but not limited to:

- I. Providing open space, perimeter buffers, landscaping and berms.
- J. Screening of sources of light, noise, mechanical equipment, refuse areas, delivery and storage areas.
- K. Locating road access to minimize adverse impacts.
- L. Adjusting building setbacks to transition between different uses.
- M. Applying step-down or tiered building heights to transition between different uses.
- N. Lowering density or intensity of land uses to transition between different uses.

- Policy 8.5 Site Plan Design and Architectural Review Procedures. Implement the City's architectural and design standards by working with the applicant to ensure that community architectural standards have been addressed. The site plans are





**From:** [Giacherio, Aimee](#)  
**To:** [Rebecca Paul](#); [Roger Clark](#)  
**Subject:** RE: Milano PUD Amendment Transportation  
**Date:** Tuesday, February 28, 2023 10:52:31 AM  
**Attachments:** [image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)  
[image015.jpg](#)  
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[image023.png](#)  
[image024.jpg](#)

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Good morning Roger,

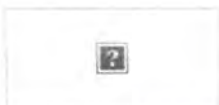
I have reviewed the response to comments and updated analysis for the Milano PUD Amendment project. All our comments were addressed and updated in the report.

The traffic impact statement submitted was a very generalized traffic assessment that conducted a road segment analysis only to determine if the adjacent road segments could accommodate the proposed amended plan. This type of study does not look at intersection operations or site access. A detailed traffic impact analysis would be prepared when the applicant is ready to submit the site and development plan application for the commercial development.

The results of this generalized traffic statement indicate that the addition of the proposed PUD Amendment traffic does not create any additional roadway deficiencies when using the latest FDOT 2023 Multimodal Quality/Level of Service Handbook. This statement/results are based on the Laurel Road widening project, which will increase the service volume of Laurel Road, and is also based on the updated FDOT 2023 Multimodal Quality/Level of Service Handbook, which results in a different service volume for Jacaranda Boulevard between Laurel Road and Border Road. The project is anticipated to create a deficiency on Jacaranda Boulevard from Laurel Road to Border Road by exceeding its generalized service volume according to the Sarasota County 2021 Generalized LOS Volumes. However, when applying the updated FDOT 2023 service volumes to this segment, the project traffic does not result in a deficiency for this segment.

Please let me know if you have any questions or need anything further.

Thanks,  
Aimée



Aimée L. Giacherio, PE, Senior Project Manager, Vice President







May 17, 2023

Laurel Road Investments, LLC

Page 10 of 10

Reference: **Milano PUD Supplemental Transportation Analysis**

## Conclusion

The O-D analysis indicates that the percentage of traffic from the residential study area to the two closest grocery/shopping centers ranges from 10 to 14 percent of the daily traffic and 12 to 16 percent of the PM peak-period. The percentage of traffic is dependent on the weekday versus weekend. It should be noted that 84% to 90% of traffic generated from the study area is not shopping related and will continue to be on the roadway network.

The land use/development research/analysis for the areas at Pinebrook Road/Laurel Road and Jacaranda Boulevard/Venice Avenue indicates that there will be significant growth in those areas in terms of residential dwelling units in the next five years and beyond. The traffic conditions west and south of I-75 will change significantly in the near future in the consumption of roadway capacity and number of patrons to the existing grocery/shopping centers. From a policy standpoint, reducing the amount of traffic crossing I-75 and impacting Pinebrook Road/Laurel Road and Jacaranda Boulevard/Venice Avenue is a desired outcome.

Stantec Consulting Services Inc.



Digitally signed by Domingo,  
Frank  
DN: CN="Domingo, Frank",  
OU=Internal, OU=users,  
OU=stantec, DC=corp, DC=ads  
Reason: I am approving this  
document  
Date: 2023.05.17 11:25:34-04'00'

Francisco B. Domingo, PE

Principal, Smart(ER) Mobility-Florida Practice Lead

Phone: 941-907-6900

Frank.Domingo@Stantec.com



The definition of “open space” contained in the LDR includes the statement:

“Such open space shall be held in common ownership by all owners within the development for which the open space is required.” (LDR 86-570, Definition of Open Space)



*Navigation channel* means any channel between two land masses, fingers or landfills designed for use by watercraft of any type, any project channel marked and maintained by the federal government, a natural channel marked either by the federal government or a state, regional or local governmental agency, or private entities, or any natural or artificial channel which is neither marked, nor maintained by any governmental authority.

*NGVD or National Geodetic Vertical Datum*, is a vertical control datum representing a determination of the mean sea level datum that has been used as a standard for surveying heights and elevations.

*Nonconforming uses, structures or lots* means uses, structures or lots which were lawful prior to the adoption of this chapter or amendment hereto, but which would be prohibited, regulated or restricted under the terms of this chapter or amendments hereto.

*Nursery, plant* means any lot, structure or premises used as a commercial enterprise for the purpose of growing or keeping of plants for sale or resale.

*Nursery school*. See Child care center.

*Nursing home* means any institution, building, residence, private home, or other place, whether operated for profit or not, including a place operated by a county or municipality, which undertakes through its ownership or management to provide for a period exceeding 24-hour nursing care, personal care, or custodial care for three or more persons not related to the owner or manager by blood or marriage, who by reason of illness, physical infirmity, or advanced age require such services, but does not include any place providing care and treatment primarily for the acutely ill. A facility offering services for fewer than three persons is within the meaning of this definition if it holds itself out to the public to be an establishment which regularly provides such services.

*Occupied* includes arranged, designed, built, altered, converted to, or intended to be used or occupied.

*Office, business* means an office for such activities as real estate agencies, advertising agencies (but not sign shops), insurance agencies, travel agencies and ticket sales, chambers of commerce, credit bureaus (but not finance companies), abstract and title agencies or insurance companies, stockbrokers and the like. It is characteristic of a business office that retail or wholesale goods are not shown to or delivered from the premises to a customer. A barbershop or beauty shop is not a business office.

*Office, professional* means an office for the use of persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, veterinarians, psychiatrists, psychologists and the like.

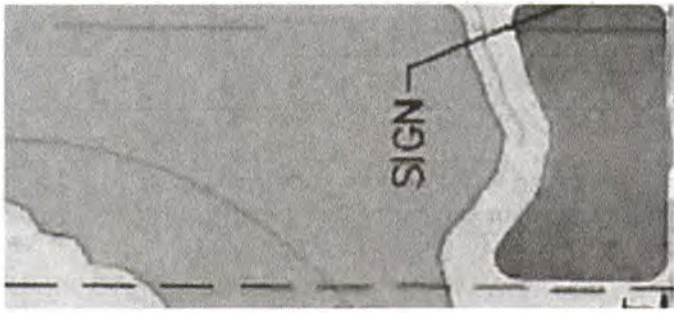
*Open space* means property which is unoccupied or predominantly unoccupied by buildings or other impervious surfaces and which is used for parks, recreation, conservation, preservation of native habitat and other natural resources, or historic or scenic purposes. It is intended that this space be park-like in use. The term "unoccupied or predominantly unoccupied by buildings or other impervious surfaces," as used in this definition, shall mean that not more than five percent of the area of any required open space, when calculated by each area shall be occupied by such surfaces. Such open space shall be held in common ownership by all owners within the development for which the open space is required. Any property within 20 feet of any structure (except accessory structures within the designated open space) or any proposed open space area having any dimension of less than 15 feet, shall not be considered open space in meeting the requirements of this chapter. Where areas within a development are identified as native habitat, such areas shall be utilized to fulfill the open space requirements of this chapter.

*Open space ratio (OSR)* means the ratio of open space (see Open space) to the total area of a parcel. OSR is expressed as a decimal number to the nearest hundredth; i.e., a 10,000-square-foot parcel having 2,370 square feet of open space would have an OSR of 0.24 ( $2,370 \div 10,000 = 0.237$ , rounded to 0.24).



Below is that site, as shown on the current Milano PUD Binding Master Plan.

The Legend shows the dark green as Wetlands, the light green as Open Space and the blue as Lakes.



The proposed amendment to the Milano PUD Binding Master Plan would change the entire area to "Commercial".

The applicant has proposed to pave over the entire site with buildings and parking.

That, in essence, is what is before the Planning Commission on Tuesday. The City's Land Development Regulations (LDR's) and Comprehensive Plan determine whether it may lawfully be approved.

The City is applying the Land Development Regulations in effect prior to their revision on December 12, 2022, and that is what is cited herein, principally in Section 86-130, governing PUD's.

### **The Applicant Lacks Authority to Change the Site's Land Use**

Section 86-130(k) of the LDR's includes the following:

All land in a PUD shall be under the control of the applicant, whether that applicant is an individual, partnership or corporation or a group of individuals, partnerships or corporations. The applicant shall present firm evidence of the unified control of the entire area within the proposed PUD.

Section 86-130(k) requires that any amendment to a PUD must comply with the Land Development Regulations governing the PUD. That includes s. 86-130(k), above. Although when the PUD is originally approved, this would apply to the entire PUD, when the PUD Binding Master Plan is proposed to be amended, the evidence of control must logically be provided for the entire area of the Plan which is sought to be amended. Otherwise an applicant could seek to amend the Plan for a part of the PUD which has fallen into the control of others. As is the case here under section 177.081(2), Florida Statutes, as presented below.

The only thing that the applicant has presented to the City is a December 13, 2016 deed from the PUD Developer, Neal Communities of Southwest Florida, LLC, conveying the subject property "subject to any restrictions of record and subject to governmental regulations."

Even if this was not a requirement of the LDR's, one would think that the City would not approve a land use change in the PUD Binding Master Plan which it is beyond the authority of the applicant to seek and obtain. As it is here, in light of the approved and recorded final Plat for the subject property.

Very importantly and fundamentally, on December 10, 2019 the applicant recorded a final Plat for the Cielo Subdivision, reciting that it was approved by the Venice City Council on November 12, 2019. The minutes of that meeting refer to it as the "final Plat" and the City continues to acknowledge that it is the Cielo final Plat.

The Plat is attached hereto.

Here's a portion of that Plat which includes the site which the applicant now proposes to designate for Commercial development:



**ARIA**  
 A SUBDIVISION  
 IN SECTIONS 34 & 35, TOWNSHIP  
 38 SOUTH, RANGE 19 EAST  
 CITY OF VENICE, SARASOTA  
 COUNTY, FLORIDA



TRACT 100  
 PRIVATE ROADWAY, INGRESS, EGRESS, UTILITY, DRAINAGE,  
 LANDSCAPE & HARDSCAPE EASEMENT.

TRACT 200  
 AMENITY CENTER

TRACT 300  
 WETLAND "A", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 301  
 WETLAND "C", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 302  
 WETLAND "D", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 303  
 WETLAND "E", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 304  
 WETLAND "T", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 305  
 WETLAND "U", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 306  
 WETLAND "C", PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 500  
 PRIVATE LAKE, DRAINAGE & FLOWAGE EASEMENT

TRACT 501  
 PRIVATE LAKE, DRAINAGE & FLOWAGE EASEMENT

TRACT 502  
 PRIVATE LAKE, DRAINAGE & FLOWAGE EASEMENT

TRACT 600  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 601  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 602  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 603  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 604  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

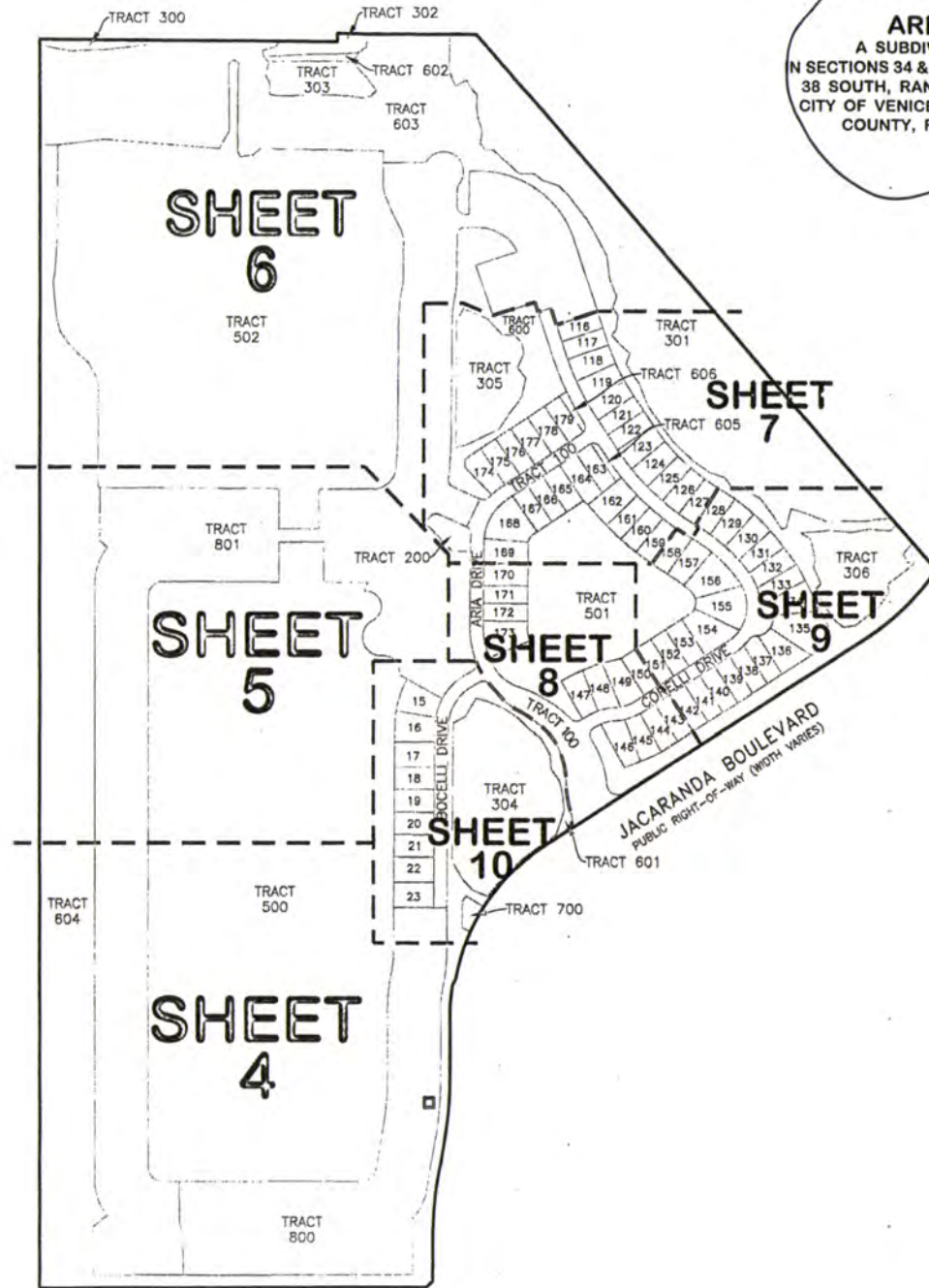
TRACT 605  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 606  
 OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT

TRACT 700  
 SARASOTA COUNTY UTILITY EASEMENT

TRACT 800  
 FUTURE DEVELOPMENT

TRACT 801  
 FUTURE DEVELOPMENT



BORDER ROAD  
 PUBLIC RIGHT-OF-WAY

KEY MAP





# MILANO PUD PROPOSAL

## RESPONSE TO TESTIMONY PROVIDED BY AFFECTED PARTY CONT.

**4.01 (d) Notwithstanding anything to the contrary herein, Declarant reserves the right to, and the Association, and all Owners by acceptance of a deed to any Lot, shall automatically be deemed to have consented to this reservation by Declarant to change the scheme of the development and general development plan of the Project, including but not limited to, additions to, and deletions of the Common Property, reconfiguration of Lots, change of uses, change of Lot types, and all other changes to the Subdivision and Subdivision Improvements so implemented by Declarant pursuant hereto. (Emphasis Added)**

**10.1 Notwithstanding anything to the contrary herein, nothing contained herein shall limit or impair, in anyway whatsoever, Declarant's rights to develop the Subdivision, including re-platting and reconfiguring Lots and Common Property as well as developing adjacent parcels and incorporating some into this Subdivision as a new plat, re-plat and/or new phase of the Subdivision.**

Prepared By and Return To:  
Vagler Ashion, PLLC  
705 107 Ave. West, Ste 103  
Palmetto, Florida, 34221

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2019-09159 04 PGS  
December 10 2019 04:19:04 PM  
KAREN E RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY FL



**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CIELO**

This Declaration (the "Declaration") is made as of the 3rd day of October, 2019, by NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company, (the "Declarant" or "Developer"), whose mailing address is 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of and/or is developing that certain real property within the City of Venice, Florida, described on **Exhibit "A"**, attached hereto and made a part hereof (the "Initial Property" or "Property"); and

**WHEREAS**, the Initial Property has or will be platted as an initial phase of "Cielo," and Declarant desires to establish thereon a planned community of both residential and commercial uses, which community shall be subject to the terms of this Declaration as hereinafter provided; and,

**WHEREAS**, this Declaration does not and is not intended to create a condominium within the meaning of The Florida Condominium Act, Florida Statutes Section 718.01, et seq., and none of the Property falls within or under The Florida Condominium Act.

**NOW, THEREFORE**, Declarant declares that the above recitals are true and correct and shall be incorporated herein; and the Property, and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, reservations, restrictions, conditions, easements, limitations, terms, obligations, charges and liens hereinafter set forth herein this Declaration, as same may be amended from time to time, all of which shall run with the land and be binding upon the land and all owners and transferees acquiring any interest therein.

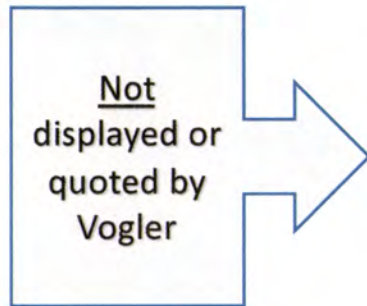


# Cielo final plat and relevant Declaration language

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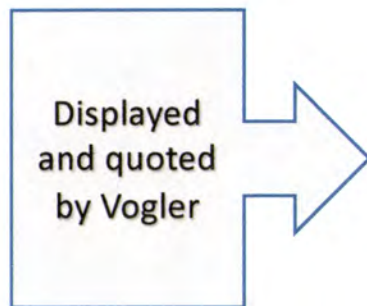
## 4.01 of Declaration of Covenants for Cielo

Not  
displayed or  
quoted by  
Vogler



(c) Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located anywhere within the Common Property, but not any such signs located on public streets and right of ways.

Displayed  
and quoted  
by Vogler



(d) Such additional Common Property as Declarant may elect to add and other Common Property that may be acquired by the Association as hereinafter provided. Declarant reserves the right to amend and alter the development plan and/or scheme of development of the Common Property, in Declarant's sole and absolute discretion, provided such amendment does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property. Notwithstanding anything to the contrary herein, Declarant reserves the right to, and the Association, and all Owners by acceptance of a deed to any Lot, shall automatically be deemed to have consented to this reservation by Declarant to change the scheme of the development and general development plan of the Project, including but not limited to, additions to, and deletions of the Common Property reconfiguration of Lots, change of uses, change of Lot types, and all other changes to the Subdivision and Subdivision Improvements so implemented by Declarant pursuant hereto.



10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

*This instrument prepared by and returned to:*  
Vogler Ashton, PLLC 705  
10<sup>th</sup> Ave. W. #103  
Palmetto, FL 34221

**RELEASE AND TERMINATION OF CIELO  
EASEMENTS & RESTRICTIVE COVENANTS**

\* This **RELEASE AND TERMINATION OF CIELO EASEMENTS AND RESTRICTIVE COVENANTS** (the "Release") is made this 1<sup>st</sup> day of October 2022, by (i) **CIELO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5800 Lakewood Ranch, Blvd., Sarasota, Florida, 34240, ("**Association**"); and (ii) **BORDER AND JACARANDA HOLDINGS, LLC**, and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, both Florida limited liability companies, whose addresses are 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (collectively, "**Neal**").

**WITNESSETH:**

**WHEREAS**, the "Cielo Subdivision," per Plat thereof recorded in Plat Book 53, Page 288, of the Public Records of Sarasota County, Florida, (the "**Plat**") is a residential subdivision situate in the City of Venice, Florida; and,

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions for Cielo, as recorded in Official Records Instrument No. 2019169159, of the Public Records of Sarasota County, Florida, (the "**Declaration**") does encumber all property within the Plat; and,

**WHEREAS**, Neal is actively developing the Cielo Subdivision and is empowered under the Declaration to add and/or remove lands from the Plat and/or the Declaration; and,

**WHEREAS**, the Association is the Chapter 720, Florida Statutes homeowners association incorporated to operate and maintain the common property associated with the Cielo Subdivision; and,

\* **WHEREAS**, Neal and Association agree that it is in the best interests of the landowners within the Cielo Subdivision to release, terminate and remove the lands set forth on Exhibit "A." attached hereto and incorporated herein from (i) any and all easements and reservations held by Neal and/or Association pursuant to the Plat, and (ii) all terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration, such that the lands set forth on Exhibit "A" shall no longer be subject to the Declaration.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Release and Termination of Easements and other Restrictions.** As it affects and relates *only to* those specific lands set forth on Exhibit "A." attached hereto and incorporated herein (the "Released Lands"), Neal and Association do hereby forever, as a matter of title, cause, confirm, terminate, remise, release, remove and discharge all right, title, and interest of the aforementioned parties to the following:



.....

.....

.....

.....

.....

.....

.....

A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

\* 3. **Removal from Declaration.** Neal and Association do hereby remove the Released Lands from the Declaration, such that those Released Lands shall no longer be subject to the terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration; and the Released Lands shall no longer be deemed Common Property of the Association, as those terms are defined in the Declaration. The Association shall have no further obligation to operate and maintain the Released Lands, and Neal, and its successors and assigns, shall be obligated to operate and maintain the Released Lands at its sole cost and expense. Neal further covenants that it has engaged the project engineer for the Cielo Subdivision to review the Released Lands, and said project engineer determined that no Association drainage and/or flowage systems or facilities exist within the Released Lands nor are the Released Lands necessary for the engineered and proper operation of the Association's drainage and flowage systems and facilities. Neal further covenants that the removal of the Released Lands from the Common Property of the Association shall have no material or negative impact on the drainage and flowage of the remaining portions of the Cielo Subdivision.

**WHEREFORE**, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.



10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

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A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

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**WHEREFORE**, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.



**NEAL COMMUNITIES OF SOUTHWEST  
FLORIDA, LLC, a Florida limited liability company**

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: *P. Curran*  
Pamela Curran, its Manager

*[Signature]*  
Witness

SEAN FINN  
Print Name of Witness

*[Signature]*  
Witness

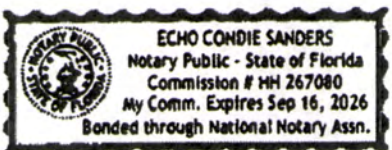
MARK EVANS  
Print Name of Witness

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of () physical presence or ( ) online notarization this 21 day of October 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me, or ( ) who has produced \_\_\_\_\_ as identification.

*Echo Sanders*  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HH 267080  
Expiration Date: 9-16-2026

(Affix Seal)



BORDER AND JACARANDA HOLDINGS, LLC, a Florida limited liability company

By: *Pamela Curran*  
Pamela Curran, its Manager

*[Signature]*  
Witness

SEAN FIOROTTI  
Print Name of Witness

*[Signature]*  
Witness

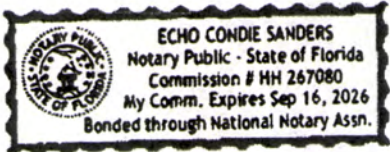
MARK EVANS  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Pamela Curran, as Manager of Border and Jacaranda Holdings, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me, or () who has produced \_\_\_\_\_ as identification.

*Echo Sanders*  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HH 267080  
Expiration Date: 9-16-2026

(Affix Seal)





CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]  
Chris Clark, its President

[Signature]  
Witness

Haley Ballard  
Print Name of Witness

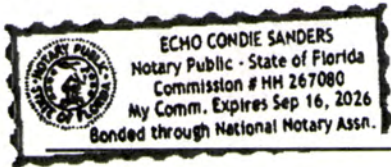
[Signature]  
Witness

Mania Vasquez  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 21 day of October 2022, by Chris Clark, as President of Cielo Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification.

(Affix Seal)



[Signature]  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HH 267080  
Expiration Date: 1.16.2024

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE RELEASED LANDS:**

(BY SURVEYOR) COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT OF WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE SAID RIGHT OF WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTH 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTH 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, A DISTANCE OF 130.16 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.19 FEET AND WHOSE CHORD BEARS NORTH 09°09'26" WEST, 13.66 FEET; THENCE NORTH 13.83 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'54"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.73 FEET AND WHOSE CHORD BEARS NORTH 12°28'38" WEST, 52.33 FEET; THENCE NORTH 52.74 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'31"; THENCE NORTH 00°03'52" WEST, A DISTANCE OF 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10.42 ACRES OR 453,769 SQUARE FEET, MORE OR LESS.



1 exercise all these rights without the consent or  
2 joiner of any lot owner, the Association, or any  
3 mortgagee.

4 I picked out some testimony from Mr. Lobeck in  
5 the first hearing, and I won't read it to you, other  
6 than to say, the first paragraph is what he said to  
7 you and the second paragraph is the actual  
8 paragraph. And when he quotes those words there,  
9 they are not in 4.01(d). Honest mistake? Maybe.  
10 But I think intending to leave a wrongful message  
11 with you.

12 If he was referring to another section, he  
13 fails again to provide the entire provision -- which  
14 I won't repeat it all -- but it's the preservation,  
15 all of those rights that I have been mentioning.

16 Next slide. And who is it that makes this  
17 decision? The declarant reserves the right to these  
18 changes, in its sole and absolute discretion. And  
19 while others will testify about other subject  
20 matters, I would like to talk for a minute about  
21 open space. This commercial property is not  
22 required to satisfy open space requirements. We  
23 have done all of the calculations. My office has  
24 prepared the open space restrictive covenants that  
25 apply to the 50-plus acres of land that have to be



1 dedicated in perpetuity for 99 years. And, to the  
2 best of my knowledge, they have all been recorded.  
3 And I can testify to you, because I was very  
4 involved in this, the calculation by our engineer,  
5 which is here, the analysis of open space in all of  
6 our four communities, the open space that is  
7 dedicated by other plats and those that we have  
8 prepared restrictive covenants to provide, that we  
9 meet the criteria and we do not need any of the open  
10 space in this commercial piece.

11 Thank you very much.

12 MR. BOONE: Thank you, Mr. Vogler. As Mr.  
13 Alec Hoffner, our Environmental Consultant, is  
14 coming up, I just want to make a couple of quick  
15 follow-up points to what Mr. Hoffner said.

16 First of all, a little common sense and logic  
17 here, where you get maybe lost in all of the  
18 terminology and the jargon, well, I would suggest to  
19 you that you have been told that, you know, the  
20 replat cannot be approved, you cannot replat this,  
21 you cannot replat this. If that is true, why are we  
22 here? It wouldn't matter if the PUD gets amended,  
23 if they can't -- if replat can't get approved, then  
24 you can't build the commercial center. So, think  
25 about that for a minute. Why are we here if they



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20. Previously Approved Developments. Where, on the effective date of this zoning code, there exists an annexation agreement between a property owner and the City establishing the right for certain development, and where the property which is the subject of said agreement is thereafter classified PUD, then the sections of said agreement delineating the physical development of the property shall be construed as meeting the requirements for an application for PUD zoning. Final development plans in accordance with subsection 17 above and applicable sub-division regulations, shall be required for all phases not approved for construction prior to the effective date of this zoning code.



# Proximity of homes nearest to applicant's proposed commercial site

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Treviso Ct: 497'

Avalini Way:  
190'

Corsano Dr: 567'

Alento Ct: 574'



species or species of special concern without appropriate permitting and/or mitigation.

## Wetlands

### Intent OS 1.3 - Wetlands

The City shall implement strategies to protect its wetlands, wetland buffers, and aquifer recharge areas.

### Strategy OS 1.3.1 - Wetland and Aquifer Recharge Areas Protection

The City shall protect its groundwater sources, particularly in wetland and aquifer recharge areas, through its Land Development Code and review processes by:

1. Establishing site plan requirements to ensure developments evaluate natural drainage features, man-made drainage structures, and impact to wetland and aquifer recharge areas
2. Requiring development to first avoid impact to wetlands and aquifer recharge areas
3. Requiring development to minimize impact and then mitigate for impacts to wetlands and aquifer recharge areas when impacts to wetlands and aquifer recharge areas are unavoidable
4. Limiting activities/uses that are known to adversely impact such areas
5. Restoring/mitigating wetlands in connection with new development
6. Maintaining the natural flow of water within and through contiguous wetlands and water bodies
7. Maintaining existing vegetation to serve as buffers to protect the function and values of the wetlands from the adverse impacts of adjacent development
8. Requiring any wetland mitigation be based upon the most current state-approved methodology
9. Prohibiting the dredging, filling, or disturbing of wetlands and wetland habitats in any manner that diminishes their natural functions, unless appropriate mitigation practices are established in coordination with and approved by local, regional, state, and federal agencies
10. Coordinating with Sarasota County, Federal, and State review agencies on wetland designation, mitigation policies, and regulations

### Strategy OS 1.3.2 - Wetland Encroachments

The City shall require development to identify and delineate wetland boundaries with final wetland delineations to be reviewed and approved by the applicable federal and state review agencies.

Wetlands of 20 acres or more shall require structures to be located outside of wetlands and wetland buffers except as provided below. Such exceptions are applicable only when the land use designation on the property permits the development of a land use activity listed below; site characteristics are such that wetland impacts cannot be avoided; the impacts are limited to the minimum necessary to allow the permitted use of the property; and the site development or use complies with federal and state review agencies for permitting and mitigation:

1. Residential lots of record existing on or before the adoption of the Comprehensive



1 through the wetland area historically by Florida  
2 Power and Light so they could access their --  
3 their transmission line. So that's an  
4 additional disturbance, and you can see that the  
5 farmer historically excavated a pond in the  
6 middle of this wetland, and that was probably  
7 for watering their livestock.

8 So there's been a lot of -- a lot of  
9 historical disturbance out here. The wetland is  
10 much smaller than it was in the past, and so I  
11 want to go on to talk about why it's not  
12 possible or desirable to avoid impacts to this  
13 wetland. So as you can see, the majority of  
14 this site is -- does contain this herbacious or  
15 freshwater marsh. Any development that occurs  
16 here will have to impact this system.

17 The problem that we have here is that this  
18 wetland exists at a busy intersection. It's  
19 completely surrounded by other development, and  
20 we have concerns over its long-term viability.  
21 Over time wetlands like this tend to degrade  
22 and, you know, at some point they lose a  
23 majority of their function, and so we feel that  
24 the function that this wetland currently  
25 provides can be offset in the Myakka Mitigation



**PART II – Quantification of Assessment Area (Impact or mitigation)**  
 (See Rules 62-345.500 and .600, F.A.C.)

Site/Project Name The Village at Laurel and Jacaranda	Application Number	Assessment Area Name or Number Project Wetland - 6.6 Acres
Impact or Mitigation Impact	Assessment conducted by: Alec D. Hoffner, Senior Scientist	Assessment date: Jun-22

Scoring Guidance The scoring of each Indicator is based on what would be suitable for the type of wetland or surface water assessed	Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support  w/o pres or current 4	with 0	The project wetland is located at the intersection of Laurel and Jacaranda. It is bordered to the north by Laurel Road, to the south by an FPL patrol road, and to the east by a stormwater pond.
.500(6)(b) Water Environment (n/a for uplands)  w/o pres or current 7	with 0	The wetland's hydroperiod has been affected by historical filling activities and the installation of the elevated FPL patrol road.
.500(6)(c) Community structure  1. Vegetation and/or Community 2. Benthic  w/o pres or current 7	with 0	This marsh contains a mix of native and non-native wetland plants including sand cordgrass ( <i>Spartina bakeri</i> ), maidencane ( <i>Panicum hemitomon</i> ), torpedo grass ( <i>Panicum repens</i> ), arrowhead ( <i>Sagittaria lancifolia</i> ), pickeretweed ( <i>Pontederia cordata</i> ), spikerush ( <i>Eleocharis</i> spp.), primrose willow ( <i>Ludwigia peruviana</i> ), floating heart ( <i>Nymphoides</i> sp.), and other grasses and sedges.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres 0.6	with 0

If preservation as mitigation, Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas  FL = delta x acres = 0.6 x 6.6 = 3.96
--

Delta = [with-current]
-0.6

If mitigation Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
---------------------------------

consistency  
with the  
comprehensive  
plan

### **Open Space Element**

- Applicant's environmental report reviewed by the City's consultant
- Consultant identified non-compliance with the Comprehensive Plan on five Open Space Strategies: OS 1.2.2, OS 1.3.1, OS 1.3.2, OS 1.4.2, OS 1.4.3
- Responses have not yet been received from the applicant

#### **Strategy OS 1.2.2 – Environmental Impact Mitigation**

- City will use the Code and review processes to ensure the applicant evaluates environmental impact and provides any necessary mitigation

#### **Strategy OS 1.3.1 – Wetland and Aquifer Recharge Areas Protection**

- City shall use the review processes to limit activities and uses in wetland areas, require development to first avoid impacts and then to mitigate what cannot be avoided, and to maintain the natural flow of water and existing vegetation. The applicant has proposed to fill 6.6 acres of wetland and provide mitigation by buying marsh credits from the Myakka Mitigation Bank.

#### **Strategy OS 1.3.2 – Wetland Encroachments**

- Wetland delineations must be reviewed and approved by applicable federal and state agencies, and wetlands of twenty acres or more must not have buildings located in the wetland boundary. The subject property is 10.42 acres.

#### **Strategy OS 1.4.2 – Protection of Native Habitats and Natural Resources**

- City is required to protect native habitats by using the review process to preserve existing native vegetation and require development to "first impact lower quality habitats and resources before impacts to higher quality habitats and resources are considered and used."

#### **Strategy OS 1.4.3 – Endangered or Threatened Species**

- Requires minimization of habitat fragmentation and appropriate documentation of listed species

#### **Strategy OS 1.11.1 Mixed Use Residential District Requirements**

- Compliant with the requirement for a minimum of 50% open space at 50.9%



Scott

Prepared by: City of Venice  
401 W. Venice Ave.  
Venice, Florida 34285  
Return to: Same-Attn City Clerk

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2016143526 6 PG(S)  
November 18, 2016 12:23:18 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**AGREEMENT REGARDING OPEN SPACE RESTRICTION AND COVENANT  
PURSUANT TO CITY OF VENICE LAND DEVELOPMENT REGULATIONS**

This Agreement Regarding Open Space Restriction and Covenant Pursuant to City of Venice Land Development Regulations (this "Agreement") is made and entered this 05 day of October, 2016, by NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company ("Owner") and the CITY OF VENICE, a municipal corporation organized under the laws of the State of Florida ("City").

**RECITALS:**

- A. Owner is the fee simple owner of lands to be platted within the City of Venice, Sarasota County, Florida, described in Exhibit "A".
- B. At the Owner's request, the City approved Ordinance No. 2014-16 rezoning the lands described in Exhibit "A" and adopting a Binding Master Plan as required by the City Land Development Regulations.
- C. The Plats to be currently recorded are identified as MILANO - PHASE 2 and TRACT 200 and are a portion of the lands described in Exhibit "A".
- D. The Binding Master Plan approved by Ordinance 2014-16 and Section 86-130(j)(1), *Venice Land Development Regulations*, require lands zoned PUD planned unit development district to contain a minimum of fifty percent (50%) of "open space" (the "Minimum Requirement").
- E. Section 86-130(j)(3), *Venice Land Development Regulations*, requires such open space to be restricted by appropriate legal instrument satisfactory to the City Attorney (the "Restrictive Covenant").
- F. In order to respond to market conditions, Owner has requested that the City accept the Restrictive Covenant on or before City approval of the final plat within the land described in Exhibit "A".
- G. Consistent with the Binding Master Plan and *Venice Land Development Regulations*, Owner agrees to provide the Restrictive Covenant which satisfies the Minimum Requirement, all as more fully set forth herein.



NOW THEREFORE, in compliance with Ordinance 2014-16 and the *Venice Land Development Regulations*, and for other good and valuable consideration, Owner does hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Open Space Restriction. The Owner shall deliver to the City a fully executed Restrictive Covenant in a form satisfactory to the City Attorney that meets the Minimum Requirements of the *Venice Land Development Regulations* and sufficiently provides for the restriction of open space on all then existing, approved and recorded plats, prior to or at the time of final plat approval for the last plat, platting substantially all of the remaining residential property, filed in connection with the land development project identified as VICA PUD (a/k/a Villages of Milano), Ordinance No. 2014-16, as amended from time to time.



3. Agreement Running with the Land. This Agreement shall be recorded in the public records of Sarasota County, Florida, and shall constitute the agreement of Owner running with the land and shall be binding upon the Owner, its successors and assigns.

4. Governing Law; Enforcement; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida and may be enforced by the City Council for the City of Venice by filing an action for injunctive relief in the Circuit Court. Venue for any such enforcement proceeding shall be Sarasota County, Florida.

5. No Third Party Rights. This Agreement is solely for the benefit of the City of Venice and is provided by Owner solely for the purpose of complying with applicable zoning requirements of the *Venice Land Development Regulations*. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party.

In witness whereof, Owner and City have caused this Agreement to be executed in its names the date first above written.

[Signature of Owner on following page]



SIGNATURE PAGE TO AGREEMENT REGARDING OPEN SPACE RESTRICTION AND COVENANT PURSUANT TO CITY OF VENICE LAND DEVELOPMENT REGULATIONS

OWNER:

NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company

By: NCDG Management, LLC, a Florida limited liability company, its Manager

Sherry J Doddema  
Witness

SHERRY S. DODDEMA

Print Name of Witness  
Priscilla G. Heim  
Witness Priscilla G. Heim

Print Name of Witness

By: James R. Schier  
Name: James R. Schier  
Its: Manager

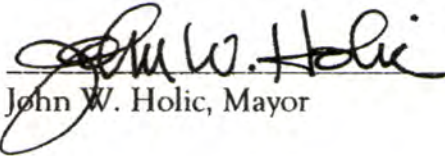
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2016, by James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me or () who has produced \_\_\_\_\_ as identification.



Sherry J Doddema  
Notary Public  
My Commission Expires: \_\_\_\_\_


CITY OF VENICE, a municipal corporation  
organized under the laws of the State of Florida

  
John W. Holic, Mayor

ATTEST

  
Lori Stelzer, MMC, City Clerk

Approved as to form:

  
David Persson, City Attorney



# SKETCH AND DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

Exhibit A  
(page 1 of 2)

A Parcel of land located in Section 35, Township 38 South Range 19 East more particularly described as follows; Commencing at the North 1/4 corner of said Section 35 and considering the North line of the Northeast 1/4 of said Section 35 to bear South 89°28'20" East with all bearings contained herein relative thereto; thence South 00°23'03" West a distance of 139.90 feet along the West line of the Northeast 1/4 of said Section 35 to the true point of beginning; thence continuing along the West line of the Northeast 1/4 of said Section 35 South 00°23'03" West, a distance of 690.17 feet; thence South 89°28'25" East, a distance of 807.08 feet; thence South 00°23'38" West, along the East line of the West 807' of the East 1/2 of said Section 35 a distance of 4337.87 feet to a point on the North Right-of-Way of Border Road as described in Official Records Book 2404 at Page 2678; Thence along the North Right-of-Way of Border Road as described in Official Records Book 2404 at Page 2678 the next 5 calls; thence North 89°49'49" West, a distance of 1524.84 feet; thence North 00°10'11" East, a distance of 10.00 feet; thence North 89°49'49" West, a distance of 793.07 feet; thence South 00°10'11" West, a distance of 10.00 feet; thence North 89°49'49" West, to the easterly Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710 a distance of 1034.63 feet; thence along the easterly Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710 the next 38 calls; thence North 00°09'50" East, a distance of 627.25 feet; thence South 89°50'24" East, a distance of 257.97 feet; thence North 00°09'36" East, a distance of 211.07 feet; thence North 25°43'46" East, a distance of 108.15 feet; thence North 43°46'12" East, a distance of 38.87 feet; thence South 45°27'20" East, a distance of 25.00 feet; thence North 43°46'12" East, a distance of 20.00 feet; thence North 45°27'20" West, a distance of 25.00 feet; thence North 43°46'12" East, a distance of 58.19 feet; thence North 27°42'46" West, a distance of 108.86 feet; thence North 43°25'29" West, a distance of 241.92 feet to the beginning of a curve radial to said line; thence northeasterly a distance of 100.94 feet along the curve concave to the southeast, having a radius of 540.00 feet and a central angle of 10°42'36"; thence North 57°17'07" East tangent to said curve, a distance of 982.42 feet; thence South 32°42'53" East, a distance of 129.56 feet; thence North 70°30'21" East, a distance of 23.48 feet; thence South 83°27'15" East, a distance of 26.57 feet; thence South 03°47'48" West, a distance of 25.03 feet; thence South 83°27'15" East, a distance of 20.02 feet; thence North 03°47'48" East, a distance of 25.03 feet; thence South 83°27'15" East, a distance of 94.24 feet; thence North 57°45'39" East, a distance of 381.52 feet; thence North 26°59'02" West, a distance of 98.54 feet; thence North 11°05'43" East, a distance of 109.71 feet; thence North 53°31'33" West, a distance of 119.17 feet to the beginning of a curve radial to said line; thence northeasterly and northerly a distance of 621.35 feet along the curve concave to the west, having a radius of 941.00 feet and a central angle of 37°49'58"; thence North 01°21'30" West tangent to said curve, a distance of 251.43 feet to the beginning of a curve tangent to said line; thence northerly and northeasterly a distance of 501.51 feet along the curve concave to the east, having a radius of 821.00 feet and a central angle of 34°59'58"; thence North 33°38'28" East tangent to said curve, a distance of 166.78 feet to the beginning of a curve tangent to said line; thence northeasterly and northerly a distance of 534.73 feet along the curve concave to the west, having a radius of 1056.00 feet and a central angle of 29°00'47"; thence South 85°22'34" East, a distance of 388.89 feet; thence North 00°14'28" West, a distance of 80.71 feet; thence North 89°31'38" East, a distance of 45.40 feet; thence North 21°30'33" West, a distance of 21.36 feet; thence South 89°45'58" West, a distance of 37.50 feet; thence North 00°18'13" West, a distance of 51.11 feet; thence North 74°57'15" West, a distance of 130.19 feet; thence North 89°20'05" West, a distance of 258.15 feet; thence North 00°09'56" West, a distance of 274.68 feet; thence North 89°50'40" East, a distance of 162.32 feet; thence North 11°00'51" East, a distance of 81.98 feet; thence North 22°08'01" East, a distance of 183.81 feet; thence North 41°46'18" East, a distance of 94.62 feet; thence North 63°21'42" East, a distance of 93.59 feet; thence North 62°42'21" East, a distance of 101.00 feet to the Point of Beginning. Containing 225.48 Acres more or less

BRIGHAM/ALLEN LAND SURVEYING

LB 7898

807 U.S. HIGHWAY 41 BYPASS SOUTH

SUITE E

Venice, Florida 34286

ph. (941) 493-4430

brighamallenlandsurveying@gmail.com

BY:

Michael P. Allen

Professional Surveyor and Mapper PSM 6822 State of Florida

DATE 10-14-16

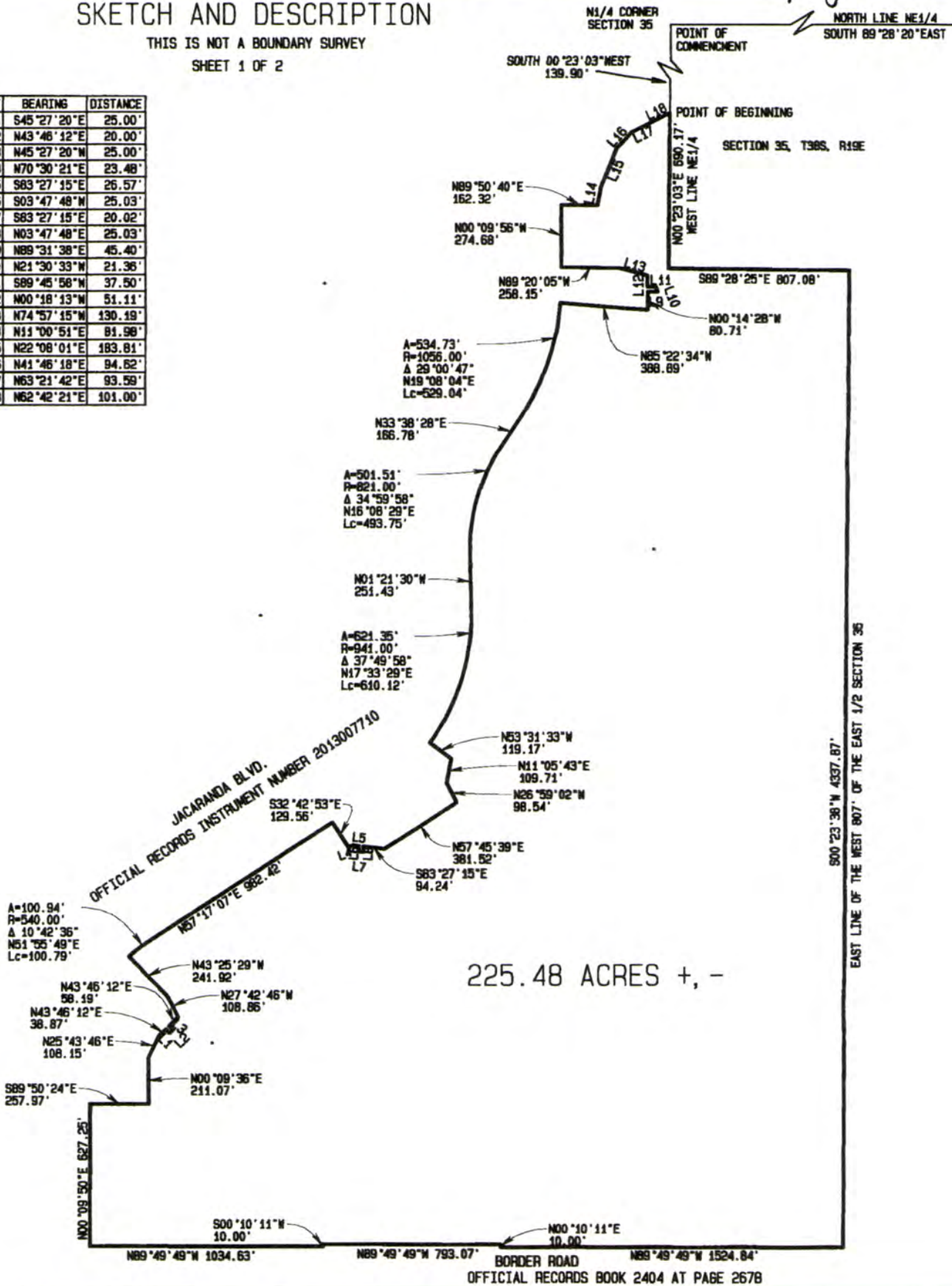


SKETCH AND DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

LINE	BEARING	DISTANCE
L1	S45°27'20"E	25.00'
L2	N43°46'12"E	20.00'
L3	N45°27'20"W	25.00'
L4	N70°30'21"E	23.48'
L5	S83°27'15"E	26.57'
L6	S03°47'48"W	25.03'
L7	S83°27'15"E	20.02'
L8	N03°47'48"E	25.03'
L9	N89°31'38"E	45.40'
L10	N21°30'33"W	21.36'
L11	S89°45'58"W	37.50'
L12	N00°18'13"W	51.11'
L13	N74°57'15"W	130.19'
L14	N11°00'51"E	81.98'
L15	N22°08'01"E	183.81'
L16	N41°46'18"E	94.82'
L17	N63°21'42"E	93.59'
L18	N62°42'21"E	101.00'



225.48 ACRES +/-

OFFICIAL RECORDS BOOK 2404 AT PAGE 267B

BRIGHAM/ALLEN LAND SURVEYING  
 LB 7898  
 807 U.S. HIGHWAY 41 BYPASS SOUTH  
 SUITE E  
 Venice, Florida 34285  
 ph. (941) 493-4430

BY: *[Signature]*  
 Michael P. Allen  
 Professional Surveyor and Mapper, P.S.M., State of Florida  
 DATE 10-14-16



## Public Workshop Notice

DATE: Thursday, January 6, 2022  
TIME: 5:00 PM  
LOCATION: Virtual ZOOM Meeting- See Attendance Instructions below  
RE: Milano PUD Amendment and GCCF PUD Amendment  
Contact: Boone Law Firm – (941) 488-6716

---

A virtual public workshop will be held to discuss proposed amendments to the Milano PUD and GCCF PUD located between Laurel Road and Border Road, North Venice, FL, 34275. This is not a public hearing. The purpose of the workshop is to inform the neighboring residents of the nature of the proposal, to solicit suggestions and comments, and discuss the proposed plan.

The virtual workshop will be held on Thursday, January 6, 2022 at 5:00 PM. You can attend the meeting by following the below instructions.

### **Join Zoom Meeting**

<https://us02web.zoom.us/j/81005876063?pwd=cTcyckZ2OXNVVWNBRVo5d29MSnk3QT09>

**Meeting ID: 810 0587 6063**

**Passcode: 708612**

One tap mobile

+13126266799,,81005876063#,,,,\*708612# US (Chicago)  
+16465588656,,81005876063#,,,,\*708612# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)

**Meeting ID: 810 0587 6063**

**Passcode: 708612**

Find your local number: <https://us02web.zoom.us/j/kcQm7tUwcv>

## HOME PURCHASE AGREEMENT

THIS AGREEMENT, (the "Agreement"), dated 2/7/2022, (the "Effective Date"), is made by Neal Communities of Southwest Florida, LLC, a Florida limited liability company, ("Neal"), and Timothy Patrick Kenny and Hettie Ann Kenny ("Buyer"), whose address is 13707 Poppleton Ct Charlotte, North Carolina, 28273, whose phone/facsimile numbers are / / (704) 421-8213, and whose E-mail address is tpkenny@bellsouth.net.

1. Lot and Home. As described: Lot number 048, and address 232 Corsano Drive Nokomis, FL, 34275, in Cielo - 40, (the "Lot").

Neal agrees to sell and Buyer agrees to purchase, on the terms set forth herein this Agreement, the above described Lot, together with the home constructed thereon; or if the home is not yet constructed, or if construction has commenced but is not yet completed, then Buyer hereby agrees Neal shall construct and/or complete construction of the following described home on the Lot for Buyer, (Home Model Meadow Brook), (the "Home"). The Lot and Home together are referred to herein as the "Property."

2. Property Purchase Price. The total purchase price of the Property is \$668,407.00, which is determined as follows:

Base Price of Home: <u>Meadow Brook</u>	<u>\$462,990.00</u>
Minus, Credit (if applicable):	<u>(\$ 0.00)</u>
Plus, Lot Site Premium:	<u>\$55,900.00</u>
Plus, Personal Selections, Plan Enhancements, Elevation Fees (if applicable):	<u>\$149,517.00</u>
<b>Total Purchase Price of Property:</b>	<b><u>\$668,407.00</u></b>

The purchase price of the Property shall be paid in U.S. funds as follows:

- a) \$66,840.00 as an initial earnest money deposit shall be paid on or before the Effective Date of this Agreement, as set forth in the "Earnest Money Deposits" Paragraph. (If applicable, an additional twenty percent (20%) of the Personal Selections costs shall be due at the Design Session as provided for in the Personal Selections Paragraph.)
- b) \$ 0.00 as an additional earnest money deposit shall be paid as set forth in "Earnest Money Deposits" Paragraph on or before .
- c) \$601,567.00 representing the balance of the purchase price of the Property shall be paid by wire transfer payable to the trust account of the closing agent, (to be determined by Neal), at the time and place of closing, and subject to the proration's and adjustments, as provided for in the "Closing" Paragraph.

3. Earnest Money Deposits. Pursuant to the terms of this Agreement, Buyer is paying the earnest money deposits, in the amounts indicated above, directly to Neal. The earnest money deposits shall be applied against the purchase price of the Property at the time of closing. If this transaction does not close, the earnest money deposits will be retained by Neal or delivered to Buyer as provided for in the "Default" Paragraph.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED BY THE BUYER IN WRITING. BY EXECUTION OF THIS AGREEMENT, BUYER WAIVES THIS RIGHT.

4. Home Construction Completed. If the construction of the Home has been completed as of the Effective Date hereof, then Buyer hereby acknowledges, agrees and covenants that: (i) Buyer has inspected the Property, including the Lot, Lot layout, Lot configuration and specifications, and the Home, (ii) the Home construction is complete, (iii) Buyer is purchasing the Property as it actually and currently exists, and that Buyer has not relied upon any architectural plans or specifications that may be on file with any applicable governmental authorities or in the offices of Neal, and (iv) the issuance of a certificate of occupancy for the Home shall be and is hereby deemed to be conclusive evidence that the Home was constructed in compliance with all applicable zoning and building codes, ordinances and regulations. If Buyer does not inspect the Property prior to closing, Buyer shall have forever waived Buyer's right to such inspection. Thereafter, upon acceptance of the deed by Buyer, Buyer shall be deemed to have released Neal from any and all liability for any incomplete work or visible defects associated with the Property not specifically noted in writing by Buyer prior to closing of the Property.

5. Construction of Home. If construction of the Home has not commenced or been completed as of the Effective Date, then Buyer agrees that Neal shall construct, or complete

TPK



LAUREL ROAD

JACARANDA BOULEVARD

MILANO

ARIA




  
 MODEL
  PARKING

104 111L





# HOME SITES

# CIELO

JANUARY 2020



● MODEL ● PENDING



220 Corsano Drive, North Venice, Florida 34275  
 CieloFL.com / 941-242-8674

2015 Professional Builder  
**BUILDER OF THE YEAR**

This site plan is not intended as a legal description of the property or to constitute an undertaking by any party to develop the subject property exactly as shown herein. Rather, it is for general reference only and the actual details shown herein may vary depending upon actual field conditions and other factors. Plans to build this project as proposed are subject to change without notice.



## LAND USE AND DEVELOPMENT STANDARDS

The following identifies the proposed development standards for the Milano Planned Unit Development. In furtherance of the interpretation authority granted by the City of Venice Comprehensive Plan and Land Development Code, the Zoning Administrator shall have authority to administratively approve minor modifications of standards contained with the Milano Planned Unit Development, excluding standards related to density, building height, buffer widths, and the addition of permitted uses. Reasonable mitigation measures may be imposed by the Zoning Administrator to limit impacts from the requested adjustment of standards. Where the PUD master plan identifies areas for residential uses, the developer shall have the option to convert such residential use areas to open space uses.

Any standard not stated or otherwise addressed in the binding master plan is subject to Section 86-130, City of Venice PUD standards.

### A. Land Uses

#### 1) Permitted Principal Uses and Structures

- Residential single-family dwellings (detached)
- Residential single-family dwellings (attached)
- Multi-family dwellings
- Private club, community centers and civic and social organization facilities
- Recreational areas
- Open Space

#### 2) Permitted accessory uses and structures

- Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.
- Are located on the same lot as the permitted or permissible use or structure or on a contiguous lot in the same ownership.
- Do not involve operations or structures not in keeping with the character of the district.
- Do not involve the conduct of business on residential premises, provided that accessory home occupations shall be allowed as accessory to residential uses.

### B. Density/ Intensity

- 1) Residential- Up to 1,350 residential units
- 2) Commercial- None
- 3) Open Space- Minimum 50%

### C. Maximum Height of Structures- 3 stories up to 42' including parking.





COMMUNITY LOCATION

# *Close to Everything*

Life in Venice features upscale shopping, elegant dining and pristine beaches. Aria is centrally located east of I-75, which makes your commute to nearby businesses or the beaches very convenient. Enjoy the unique Southwest Florida lifestyle, ideal year-round weather and endless activities from the comfort of your new home.



## ARIA

In Perfect Harmony

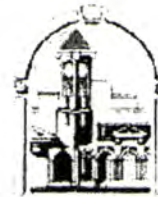
Visit [LiveAtAria.com](http://LiveAtAria.com) for more details about this community!

Call us: 941-241-0604



**EXHIBIT B  
CERTIFICATE OF CONCURRENCY**

**City of Venice  
Certificate of Concurrency**



Certificate Number: 2017 - 277

Development Permit: **Rezoning PUD**

Project Name: **Milano (Neal Communities)**

Location: **NE Venice**

Parcel I.D. Number: **0392-00-1000, 0389-00-1001, 0389-00-1000, 0390-00-4020, 0390-00-4010, 0391-03-0157, 0392-06-1000 and multiple platted parcels consistent project boundary as per Petition 16-07RZ, comprised of 527 acres.**

Owner: **Neal Communities of SW FL, LLC and Border and Jacaranda Holdings, LLC**

Project Impact: **1,350 residential units total, 2,295 population.**

Approving Authority: **Zoning Administrator**

Date: **December 1, 2017**

Utilities: Project Impact 2295 ERUs Water and 2295 ERUs Wastewater.  
Staff - **No indication of concurrency issue.**

Public Works: **Solid waste concurrency:** Project generation 14,000 lbs. per day.  
Staff - **No indication of concurrency issue.**  
**Parks concurrency:** Project generation 2,295 population equating to additional park demand of 16.1 acres of land.  
Staff - **No indication of concurrency issue.**

Engineering / Stormwater: **Concurrency is not being granted for this public facility.**  
Concurrency must be confirmed through subsequent development orders for the project.

Public Schools: **Concurrency is not being granted for this public facility.** Concurrency must be confirmed through subsequent development orders for the project.

Planning: **All applicable information related to transportation is from the Traffic Study from Stantec dated April 2017 that is incorporated as background for this concurrency certificate. It is further noted that transportation concurrency analysis only evaluated the impact of the additional development potential (above that which was evaluated for the VICA PUD and Developer's Agreement). As such, the VICA Developer's (dated July 29, 2014) is incorporated by reference.**

Project Transportation Impact:

**New Milano: 673 PM Peak Hour Trips Per Day.**

10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

*This instrument prepared by and returned to:*  
Vogler Ashton, PLLC 705  
10<sup>th</sup> Ave. W. #103  
Palmetto, FL 34221

**RELEASE AND TERMINATION OF CIELO  
EASEMENTS & RESTRICTIVE COVENANTS**

This **RELEASE AND TERMINATION OF CIELO EASEMENTS AND RESTRICTIVE COVENANTS** (the "Release") is made this 1<sup>st</sup> day of October 2022, by (i) **CIELO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5800 Lakewood Ranch, Blvd., Sarasota, Florida, 34240, ("**Association**"); and (ii) **BORDER AND JACARANDA HOLDINGS, LLC**, and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, both Florida limited liability companies, whose addresses are 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (collectively, "**Neal**").

**WITNESSETH:**

**WHEREAS**, the "Cielo Subdivision," per Plat thereof recorded in Plat Book 53, Page 288, of the Public Records of Sarasota County, Florida, (the "**Plat**") is a residential subdivision situate in the City of Venice, Florida; and,

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions for Cielo, as recorded in Official Records Instrument No. 2019169159, of the Public Records of Sarasota County, Florida, (the "**Declaration**") does encumber all property within the Plat; and,

**WHEREAS**, Neal is actively developing the Cielo Subdivision and is empowered under the Declaration to add and/or remove lands from the Plat and/or the Declaration; and,

**WHEREAS**, the Association is the Chapter 720, Florida Statutes homeowners association incorporated to operate and maintain the common property associated with the Cielo Subdivision; and,

**WHEREAS**, Neal and Association agree that it is in the best interests of the landowners within the Cielo Subdivision to release, terminate and remove the lands set forth on Exhibit "A." attached hereto and incorporated herein from (i) any and all easements and reservations held by Neal and/or Association pursuant to the Plat, and (ii) all terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration, such that the lands set forth on Exhibit "A." shall no longer be subject to the Declaration.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Release and Termination of Easements and other Restrictions.** As it affects and relates *only to* those specific lands set forth on Exhibit "A." attached hereto and incorporated herein (the "Released Lands"), Neal and Association do hereby forever, as a matter of title, cause, confirm, terminate, remise, release, remove and discharge all right, title, and interest of the aforementioned parties to the following:





A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

3. **Removal from Declaration.** Neal and Association do hereby remove the Released Lands from the Declaration, such that those Released Lands shall no longer be subject to the terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration; and the Released Lands shall no longer be deemed Common Property of the Association, as those terms are defined in the Declaration. The Association shall have no further obligation to operate and maintain the Released Lands, and Neal, and its successors and assigns, shall be obligated to operate and maintain the Released Lands at its sole cost and expense. Neal further covenants that it has engaged the project engineer for the Cielo Subdivision to review the Released Lands, and said project engineer determined that no Association drainage and/or flowage systems or facilities exist within the Released Lands nor are the Released Lands necessary for the engineered and proper operation of the Association's drainage and flowage systems and facilities. Neal further covenants that the removal of the Released Lands from the Common Property of the Association shall have no material or negative impact on the drainage and flowage of the remaining portions of the Cielo Subdivision.

**WHEREFORE**, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.



**NEAL COMMUNITIES OF SOUTHWEST  
FLORIDA, LLC, a Florida limited liability company**

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: *P. Curran*  
Pamela Curran, its Manager

*[Signature]*  
Witness

SEAN FINNERTY  
Print Name of Witness

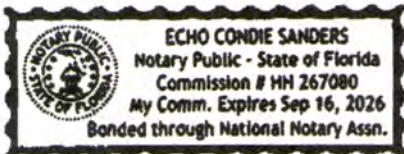
*[Signature]*  
Witness

MARK CURRAN  
Print Name of Witness

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of (  ) physical presence or (  ) online notarization this 21 day of October 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, (  ) who is personally known to me, or (  ) who has produced \_\_\_\_\_ as identification.

(Affix Seal)



*Echo Sanders*  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HH 267080  
Expiration Date: 9-16-2026

**BORDER AND JACARANDA HOLDINGS, LLC, a Florida limited liability company**

By: *Pamela Curran*  
Pamela Curran, its Manager

*[Signature]*  
Witness

SEAN FINOTTI  
Print Name of Witness

*[Signature]*  
Witness

MARK EDWARDS  
Print Name of Witness

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Pamela Curran, as Manager of Border and Jacaranda Holdings, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me, or () who has produced \_\_\_\_\_ as identification.

(Affix Seal)



*Echo Sanders*  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HH 267080  
Expiration Date: 9-16-2026



CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]  
Chris Clark, its President

[Signature]  
Witness

Haley Ballard  
Print Name of Witness

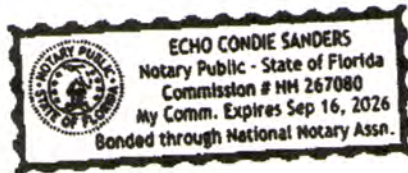
[Signature]  
Witness

Maria Vasquez  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Chris Clark, as President of Cielo Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation, () who is personally known to me, or () who has produced \_\_\_\_\_ as identification.

(Affix Seal)



[Signature]  
Signature of Notary Public  
Print Notary Name: Echo Sanders  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. HM 267080  
Expiration Date: 1-16-2024





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE RELEASED LANDS:**

(BY SURVEYOR) COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT OF WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE SAID RIGHT OF WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTH 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTH 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, A DISTANCE OF 130.16 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.19 FEET AND WHOSE CHORD BEARS NORTH 09°09'26" WEST, 13.66 FEET; THENCE NORTH 13.83 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'54"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.73 FEET AND WHOSE CHORD BEARS NORTH 12°28'38" WEST, 52.33 FEET; THENCE NORTH 52.74 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'31"; THENCE NORTH 00°03'52" WEST, A DISTANCE OF 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10.42 ACRES OR 453,769 SQUARE FEET, MORE OR LESS.





**ARTICLE 4**  
**COMMON PROPERTY / COMMON AREAS**

**4.01. Description of Common Property / Common Areas.** The Common Property (also referred to herein as the Common Areas or Common Elements) shall consist of the following, provided however, Common Property shall not include any portion of the Subdivision that Declarant has conveyed and/or dedicated to any other governmental authority:

(a) The Common Property owned by or granted or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereto, as same may be described herein this Declaration and/or designated on the recorded Plat of the Initial Property or on the Plat of any other Property added to this Subdivision. Such Common Property for which the Association shall have the power, authority and responsibility to operate and maintain, all as subject to this Declaration, shall include (i) the private, neighborhood streets and roadways set forth on the Plat, including the areas identified as a private roadway easement or other private easements thereon, including but not limited to, private drainage and utility easements and facilities, conservation or preservation easements, tracts and facilities designated on the Plat or herein as under the control of the Association; (ii) the entrance and other private roadway medians installed within such private streets and roadways, including improvements therein and thereon, such as landscaping, access gates, walls, fences, and appurtenances, signage and lighting, (but not including any public water, public sewer, public reclaimed water, public roads or similar facilities dedicated to the City and/or general public); (iii) any areas identified as Common Areas under control of the Association as designated on the Plat and/or within this Declaration, including its List of Holdings as set forth on Exhibit "E," attached hereto and incorporated herein, including common landscaped areas, open space areas, recreational areas (which may include recreational centers, tot lots, pools, spas and any other recreational amenities and facilities that may be provided for the Subdivision as same are identified on the Plat), any linear parks, trails, walkways, and open space amenity areas created by Declarant (if any); and (iv) the right to use the private Common Areas and the private amenities constructed therein. Common Areas shall not include tracts, improvements or facilities dedicated to the public, unless the Declarant has otherwise specifically identified those areas as private "Common Areas" or areas to be maintained by the Association. The Association shall adopt separate rules and regulations, which may be amended from time to time, regulating all Owners' (and their permitted guests) use of the Common Areas/Common Property, and all Owners shall be required to strictly adhere to such rules and regulations, including requiring their permitted guests to strictly adhere to such rules and regulations, or be subject to having their use of and access to the Common Property restricted or prohibited by the Association. The Association may implement additional and more restrictive rules and regulations regarding the use and maintenance of the Common Property; and in particular, the use of any recreational centers and pools.

(b) Individual mailboxes or clustered mailboxes in a mail station or center, attached to free-standing posts or located within a common mail station, which serve two or more Lots (the "Mailboxes"), if same are described as Common Areas by Declarant. The Mailboxes shall be located at such places throughout the Subdivision as may be designated by Declarant prior to the Turnover Date, and thereafter by the Board, which location shall be as set forth on approved site plans for the Subdivision and is subject to approval by the United States Postmaster General.



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Continued from Page 1A

"It just seems a little bit overkill," she said.

Venice Planning & Zoning Director Roger Clark said that there has been no application filed by Neal Communities, but since the Jan. 6 meeting, he has been getting comments.

"We are getting a lot of input, emails, and we're stocking them away so it will be part of the application when it does go forward," he added.

Because up to 5% of the land in planned unit developments can be dedicated to commercial development, no change in zoning is needed to establish the 11.8-acre commercial site.

Because the development affect an established wetland, Neal would have to offset that impact with a contribution to a "mitigation bank" that preserves wetlands elsewhere.

Residents can voice their opinion on that change at public hearings hosted by both the Venice Planning Commission and City Council.

The site development plan requires approval from the Planning Commission only.

Concerns about traffic

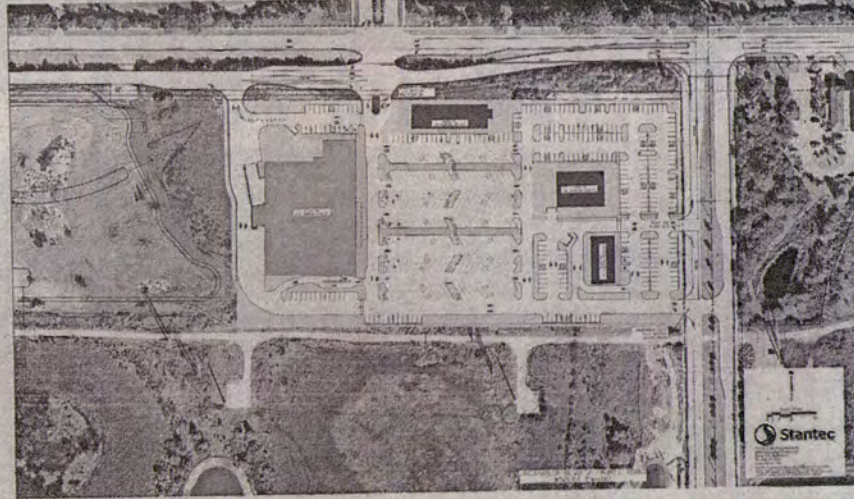
The primary concern voiced in both the NextDoor thread and at the Zoom meeting was traffic.

"Like most neighborhood meetings it was pretty nice but there were lots of concerns about traffic," Neal said.

Neal noted that most of the grocery store related traffic would be local.

"Why would you drive by a Publix to go to a Publix?" he said.

The closest Publix to the site is 2.5 miles away, at the intersection of Pine-



This map shows the proposed location of a shopping center at the southwest corner of Laurel Road and Jacaranda Boulevard and was used during a Jan. 6 Zoom public workshop hosted by Neal Communities. A formal site plan has not yet been submitted to the city of Venice. There would be two entrances to the parcel off of Jacaranda Boulevard and two off of Laurel Road, including one opposite Veneto Boulevard, which is the main entrance for the Venetian Golf & River Club. MAP PROVIDED BY NEAL COMMUNITIES

brook and Laurel roads.

The Publix at Jacaranda Boulevard and Venice Avenue is 2.8 miles away.

"We think we'll reduce total traffic by 27% by drive by capture and diversion and we think we'll provide a way for walk and bicycle and golf cart trips from the Venetian Golf & River Clubs and the 2,200 homes we're building in Milano and Vistera and 1,500 homes that others are building," Neal added.

Add that to existing homes and the number will easily approach 6,000 residences by the year 2030.

An earlier site plan that had been

showcased in 2017 to Venetian Golf & River Club residents did indicate a Publix or Sprouts supermarket located on the parcel and technically there has been no firm commitment from Publix to locate a store there, but Neal admitted that is likely to happen.

"Six thousand homes demand a store and three different Publix developers have been trying to buy the property," Neal said.

The plan showcased on Jan. 6 called for a 47,240 square-foot supermarket and another 16,000 square feet of stores and a casual, eat-in restaurant that Neal

said would be "like a Carabba's."

Neal and his associates with the Economic Stimulus Working Group are tasked with widening the 1.5-mile stretch of Laurel Road from Jacaranda Boulevard west to Knights Trail Road.

He noted that a traffic study by consultant Frank Domingo of Stantec, a former Sarasota County traffic engineer, showed that the intersections at Laurel Road and Jacaranda Boulevard and Veneto Boulevard – the main entrance to Venetian Golf & River Club – would still operate at less than 60% of capacity and "at the top service level."

He said a planned traffic light at Jacaranda Boulevard and Laurel Road should help space out traffic and make things better for those entering Laurel Road on Veneto Boulevard.

Frustrated residents in the NextDoor thread noted that it is already problematic to cross eastbound traffic and make a left out of the Venetian Golf & River Club.

The workshop is an early stage of the process. Feedback from it will be incorporated and in-person meetings are planned.

"After the COVID pandemic is over, we'll have meetings with the Venetian Golf & River Club and make sure that everyone feels good about what we're talking about," Neal said.

He added that the proposed site, across Jacaranda Boulevard from Venice Fire Department Station 3, is the only site along two collector roads available east of Interstate 75.

"We're going to delete traffic on Laurel Road and make Venice an even more beautiful place to be," Neal said. "We think Publix is part of the amenities of living."

Earle Kimel primarily covers south Sarasota County for the Herald-Tribune and can be reached at earle.kimel@heraldtribune.com.