

**TO THE CITY OF VENICE, FLORIDA**  
**PETITION FOR RELIEF PURSUANT TO SECTION 70.51, FLA. STAT.**

Windham Development, Inc., by and through its undersigned counsel, hereby petitions the City of Venice, Florida, for relief pursuant to § 70.51, et seq, Florida Statutes, the Florida Land Use and Environmental Dispute Resolution Act (the “Act”), and states:

1. Windham Development, Inc. (“Windham”) is the contract purchaser for approximately 39.6 acres of land (the “Property”) located within the City of Venice, Florida (the “City”). Windham is an “owner” of the Property, as defined in the Act, with standing to petition for relief. The City is a “government entity” as defined in the Act.

2. On November 28, 2018, the City Commission denied Petition 17-16RZ. The Commission’s action is officially established in City Council Order No 17-16RZ (the Denial”). The Denial is a development order, as that term is defined in the Act. A copy of the Denial is attached to this Petition as Exhibit 1.

3. The Property is zoned Open Use, Estate 1, or OUE-1, a Sarasota County zoning designation that does not exist under the City’s comprehensive plan and land development code. For land in Sarasota County, OUE-1 is a rural zone district that permits many agricultural uses as well as low density residential uses at one unit per five acres. The City has no equivalent zone district, and no district that allows the types of agricultural uses permitted by the OUE-1 district.

4. Petition 17-16RZ (the “Rezoning”) was filed by Windham to rezone the Property to RSF-2/PUD. The Rezoning proposed development of the Property with 105 single family homes, pursuant to a proposed master development plan (attached as Exhibit 2), master plan layout (attached as Exhibit 3), master landscape plan (attached as Exhibit 4), and a signage plan (attached as Exhibit 5) (together, the “Project”). The Project constitutes Windham’s Proposed Use of the Property, as that term is defined in the Act.

5. The City Commission Denial was unreasonable and unfairly burdens the Property. The Denial prevents Windham from developing the Project. In fact, under the comprehensive plan provisions and annexation ordinance that govern the Property, no development whatsoever may occur on the Property due to the Denial.

6. The Property was annexed into the City in 2008 by Ordinance 2008-04 (the “Annexation Ordinance”) (attached as Exhibit 6). Prior to the annexation, the owner of the Property and the City entered an agreement governing the terms of the annexation (the “Pre-Annexation Agreement”) (attached as Exhibit 7). Under the Pre-Annexation Agreement (which the City deems enforceable), the City will not issue any development orders for the Property until it is rezoned to a City zone district.

7. When the City adopted its 2017 Comprehensive Plan, it designated the Property “Low Density Residential.” That designation allows up a minimum of one and a maximum of five dwelling units per acre for residential development. Pursuant to Future Land Use Strategy LU 1.2.3.a, the “Low Density Residential” designation “supports single family detached residential and limited attached residential” uses and “establishes and maintains single family areas within the neighborhoods.” The 2017 Comprehensive Plan also places the Property in the “Pinebrook” neighborhood for the purpose of applying neighborhood planning policies.

8. In addition to the Pre-Annexation Agreement, the annexation was subject to a Joint Planning Agreement between the City and Sarasota County (the “JPA”) (attached as Exhibit 8). The JPA identified a number of areas in Sarasota County that might be annexed into the City, and established agreed-upon policies that would apply after annexation to each area.

9. The Property is in an area designated JPA-2a; and comprises “sub-area 1” within JPA-2a. Density in JPA-2a is limited to 3 units per acre. Since at least 2010, the

City has treated the JPA as a “planning overlay.” Pursuant to Strategy LU 5.1.1, the City interprets the 3 unit per acre JPA density as a limit on the 5 unit per acre density otherwise permitted in the Low Density Residential land use designation. The City’s 2010 comprehensive plan anticipated development of 119 dwelling units on the Property, along with potential non-residential uses and greater heights than were permitted in other parts of JPA 2.

10. The OUE-1 zone district that currently applies to the Property is inconsistent with the Comprehensive Plan. The OUE-1 zone district is not included in the zone districts specifically identified by Strategy LU 1.2.3 of the comprehensive plan as implementing zone districts for the Low Density Residential land use designation. The 1 unit per five acre density allowed by the OUE-1 district is lower than the 1 unit per acre minimum density in the Low Density Residential designation. In addition, the OUE-1 zone district permits agricultural uses and activities that are inconsistent with the single family residential uses contemplated by the comprehensive plan, and by any of the residential zone districts that implement the “Low Density Residential” designation. Under Strategy LU 1.2.4.c, the only land use designation in the City that allows agricultural uses is “Industrial.”

11. The Project is no more dense than the other residential PUDs in the area. The Sawgrass development to the west is a PUD of similar density that is buffered from the Project by golf course open space, as well as Auburn Road. The Waterford development to the northwest is a PUD of similar density and also has natural buffers along Border/Edmondson Road.

12. To the south, in Sarasota County across Fox Lea Drive, is Fox Lea Farm, which is not a “farm” but a nonconforming commercial indoor and outdoor entertainment venue that has multiple rings for horse events, multiple stables, outdoor parking for

hundreds of vehicles, and facilities for up to 125 RVs. The owners of Fox Lea Farm maintain a residence there, and there is another private residence just to the south. Fox Lea Farm's assertion that the long-planned residential development of the Property would damage the operation and viability of their business is entirely unreasonable and contrary to any proper planning principles. Indeed, the position of Fox Lea Farm and many of the visible opponents of the Project seemed to be that the Property should remain undeveloped and undevelopable so that Fox Lea Farm could buy it for expansion.

13. Windham had every reasonable expectation that the City would approve the Project. Windham submitted Petition 17-16RZ as a PUD at the prior direction of the City Council. The City Council, in fact, granted Windham a vested right to proceed with the Project as a PUD after it amended the comprehensive plan and the Future Land Use designation in a manner that would otherwise preclude a PUD application. Windham configured the Project to address every valid concern raised by the Council, staff and other property owners in the vicinity, and even made concessions to address unreasonable demands raised by Fox Lea Farm. The staff determined the Project could be found consistent with the applicable zoning regulations and the comprehensive plan. The City's Planning Commission voted to recommend approval, and specifically found the Project was consistent with the zoning regulations, the comprehensive plan and the City's adopted standards for approving rezonings. Contrary to statements in the Denial, the Project is entirely consistent with Future Land Use Strategy 4.1.1, including Transitional Policy 8.2, and all of the criteria set forth in Land Development Code § 86-47(f)(1).

14. At the quasi-judicial hearing to consider the Petition, opponents to the Project presented unsupported and unsupportable objections, and presented no competent substantial evidence that the Project, as proposed and conditions, did not meet the required standards. The Council members' stated reasons for the Denial were not proper under the



City's adopted standards for rezoning property, and were not supported by the competent substantial evidence in the record, but simply bent to the outcry of the crowd of opponents.

15. The Denial is unreasonable and unfairly burdens the Property because it leaves the Property without any development uses and an invalid zone district that violates the comprehensive plan. The City's failure to provide valid zoning, in violation of core principles of Florida law. The Denial is also unreasonable and unfairly burdens the Property because the Project is consistent with the current and historic development planned for the Property. The City Council Denial was without legal merit or competent substantial evidence in the record, and based entirely on blind opposition and blatant misrepresentation by "NIMBY" interests in the surrounding area.

WHEREFORE, Windham invokes its right under the Act, and demands the City commence the required proceedings.

Respectfully submitted, December 20, 2018,

/s/ Robert K. Lincoln

**ROBERT K. LINCOLN**

Florida Bar No.: 0006122

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Secondary Email: [Amra.Dillard-Rickwa@flalandlaw.com](mailto:Amra.Dillard-Rickwa@flalandlaw.com)

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Sarasota, FL 34237

T: (941) 681-8700 / F: (941) 363-7930

Attorneys for Petitioner Windham development, Inc.

**CERTIFICATE OF SERVICE AND FILING**

I hereby certify that a true and correct copy of the foregoing Petition has been filed with Hon. John Holic, Mayor of the City of Venice, by electronic mail to [jholic@venicegov.com](mailto:jholic@venicegov.com) and overnight UPS delivery to 401 West Venice Avenue, Venice, Florida 34285 on December 20, 2018.

/s/ Robert K. Lincoln  
**ROBERT K. LINCOLN**  
Florida Bar No.: 0006122

cc: Kelly Fernandez, City Attorney, [kfernandez@swflgovlaw.com](mailto:kfernandez@swflgovlaw.com)

# **EXHIBIT - 1**

**CITY OF VENICE, FLORIDA  
CITY COUNCIL  
ORDER NO. 17-16RZ**

AN ORDER OF THE VENICE CITY COUNCIL DENYING REZONING PETITION NO. 17-16RZ FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF N. AUBURN ROAD AND BORDER ROAD OWNED BY SSD LAND HOLDINGS, LLC.

WHEREAS, on November 28, 2017, Windham Development, Inc. (hereinafter referred to as "Windham"), contract purchaser of the subject property owned by SSD Land Holdings, LLC, filed Rezoning Petition No. 17-16RZ ("Petition") to rezone the approximately 39.6 acre property (described in Exhibit "A") from Sarasota County Open Use Estate-1 (OUE-1) to City of Venice Planned Unit Development (PUD); and,

WHEREAS, the PUD would allow a single-family development of 105 units; and,

WHEREAS, the subject property is designated Low Density Residential on the City's Future Land Use Map in the 2017 Comprehensive Plan; and,

WHEREAS, the Petition was filed the day of, but prior to, the adoption of the City's 2017 Comprehensive Plan; and,

WHEREAS, on April 10, 2018, the City Council granted Windham's Petition for Vested Rights Determination, vesting Windham with the right to apply for a rezoning of the subject property to PUD, which is otherwise not an implementing zoning district for the Low Density Residential Future Land Use designation in the 2017 Comprehensive Plan; and,

WHEREAS, the Planning Commission held a noticed public hearing on October 16, 2018 regarding the Petition and based upon the testimony and evidence received the Planning Commission voted to recommend approval of the Petition; and,

WHEREAS, the City Council held an approximately 8-hour public hearing on November 27-28, 2018, on the Petition in accordance with the requirements of the city's Code of Ordinances and has considered the testimony and evidence received at said public hearing; and,

WHEREAS, affected party status was granted to Fox Lea Farm, Inc., Richard Longo, and the Central Venice Coalition; and,

WHEREAS, if approved, Ordinance No. 2018-41 would have granted the Petition; and,

WHEREAS, on a vote of 7-0, the City Council denied the approval of Ordinance No. 2018-41 on first reading.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL THAT:

Section 1. The above whereas clauses are ratified and confirmed as true and correct.

Section 2. Based on the testimony and evidence presented, Rezone Petition No. 17-16RZ is hereby DENIED based on the following findings:

- a. The Petition is inconsistent with Land Use Strategy 4.1.1 of the City of Venice 2017 Comprehensive Plan, which contains Transitional Policy 8.2, as it is incompatible with

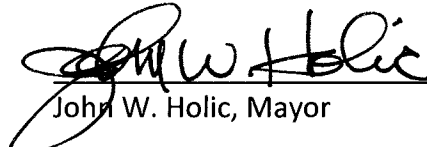
existing neighborhoods, including Fox Lea Farm, Inc., a nationally recognized horse show facility.

- b. The Petition does not meet the considerations of Section 86-47(f)(1) of the Land Development Code.

Section 3. This Order constitutes the written notice of the denial of the Petition required by Section 166.033(2), Florida Statutes.

Section 4. This Order shall become effective immediately.

ORDERED at a meeting of the Venice City Council on the 28<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
John W. Holic, Mayor

Attest:

  
\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

Approved as to form:

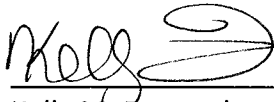
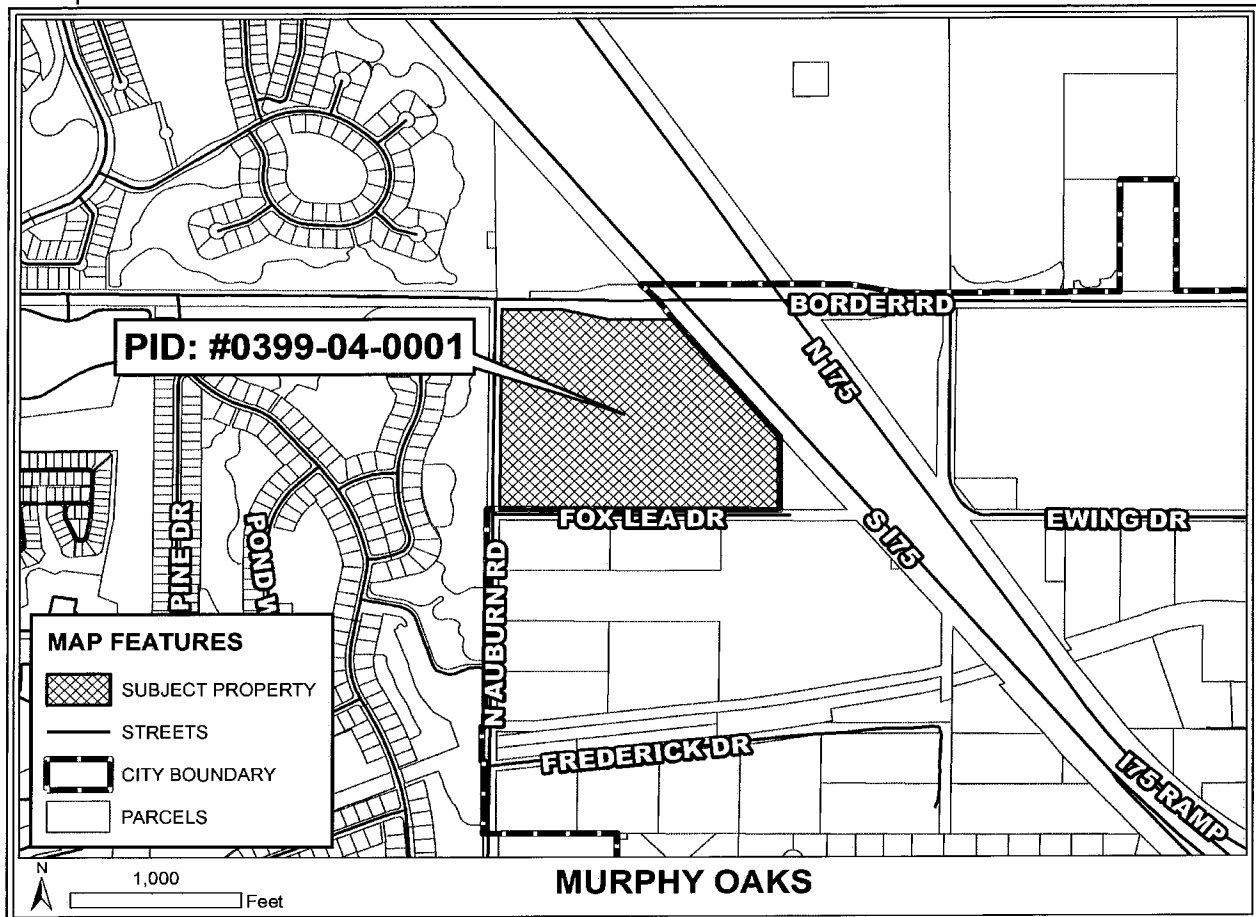
  
\_\_\_\_\_  
Kelly M. Fernandez, City Attorney

Exhibit "A"

DESCRIPTION OF PROPERTY:

TRACT 226, LESS AND EXCEPT THE NORTH 27 FEET OF THE WEST 167 FEET, AND TRACT 227, 228, 230, 231, 232, 233 AND TRACTS 267, 268, 269, 270, 271, 272, 273 AND 274, NORTH VENICE FARMS, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 203, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION ACQUIRED BY VENICE HIGH SCHOOL FOUNDATION, INC BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2574 PAGE 2898, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1202 PAGE 1127, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY SARASOTA COUNTY, FLORIDA BY INSTRUMENT RECORDED UNDER CN 2004242187 AND CN 2006186450, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER CN 2008036086, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER CN 2008036088, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

As depicted below:



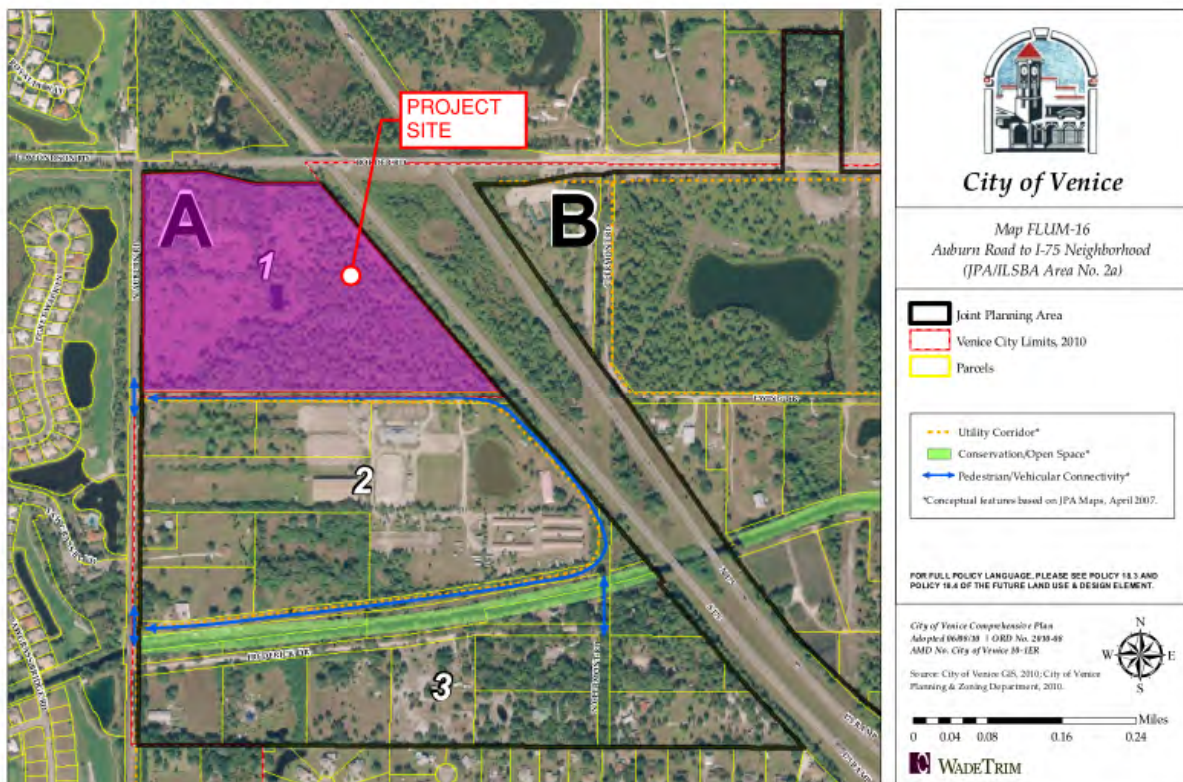
# EXHIBIT - 2

## MURPHY OAKS PLANNED UNIT DEVELOPMENT BINDING MASTER PLAN

### Introduction

The applicant is seeking approval of a Planned Unit Development (PUD), to be located on approximately 39.6 acres located on the southeastern corner of North Auburn Road and Border Road in the City of Venice. Previously known as the Preserves of Venice, the project will now be referred to as Murphy Oaks. The PUD proposes the development of a single family residential community with up to 105 dwelling units.

The subject property has a City of Venice Future Land Use designation low density residential. The site is also governed by the Auburn Road to I-75 Neighborhood (JP/ILSBA Area No. 2a) and falls within Sub-Area 1 of the JPA area. Sub-Area 1 allows for residential uses at a maximum density of three units per acre. The proposed 105-unit development reflects a density of 2.66 units per acre, well within the allowable density.



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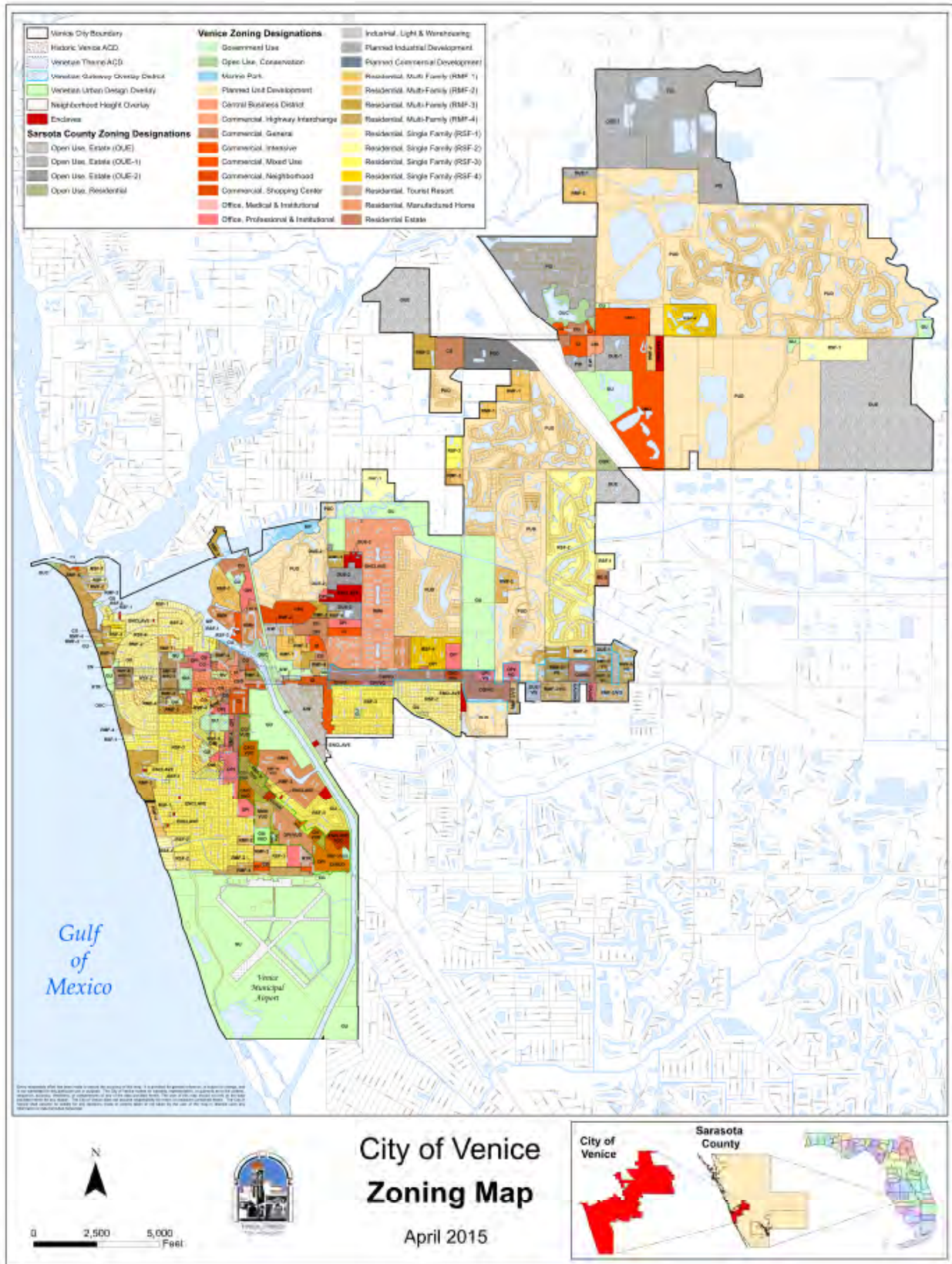
### Existing Land Use Pattern

Historically, the subject property has been used for agricultural purposes. Today, the property is vacant but does contain three, one-story wood structures that are proposed for demolition prior to development. Table 1 below, identifies surrounding property data.

Table 1

<b>Direction</b>	<b>Existing Land Use(s)</b>	<b>Existing Zoning District(s)</b>	<b>Future Land Use Map Designation(s)</b>
<b>North</b>	Vacant Land and Waterford Subdivision and Golf Course Maintenance Area	Sarasota County Open Use Rural (OUR) and City of Venice (PUD)	Mixed Use Residential
<b>West</b>	Sawgrass Subdivision	Sarasota County (RSF-2)	Mixed Use Residential
<b>South</b>	Single Family Home and the Fox Lea Farm Equestrian Facility	Sarasota County (OUR)	Auburn Road to I-75 Neighborhood (JPA Area No. 2a, Sub-Area 2) or Sarasota County Moderate Density Residential
<b>East</b>	Interstate 75	NA	NA







### Concept Plan

The applicant is proposing a residential development consisting of 105 single family homes. The Concept Plan reflects private streets with access to the site provided from North Auburn Road through a gated entrance located at the north end of the development site. Other improvements include a stormwater management system, water and sewer facilities and a future amenity area for the enjoyment of the community. All items proposed for the community are to be private except for the project's water and sanitary sewer service.

### Permitted and Accessory Land Uses

Land Use will be in accordance with the Auburn Road to I-75 Neighborhood (JPA Area No. 2a, Sub-Area 1), although no non-residential uses are proposed.

Maximum residential density of 3 units per acre

Single family dwellings, attached / detached

Parks and playgrounds

Essential services

Community spaces/areas

Clubhouses

Permitted Accessory Uses and Structures which:

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

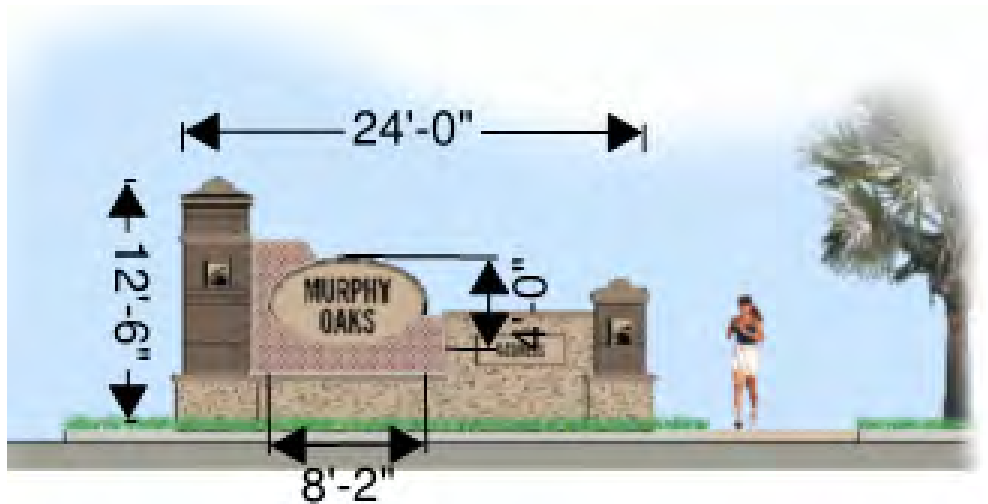
### Circulation

The Concept Plan reflects private streets with access to the site provided from North Auburn Road through a gated entrance located at the north end of the development site. We are proposing a southbound left turn lane into our project entrance on North Auburn Road to ensure existing traffic patterns at the intersection of North Auburn Road and Border Road are not compromised. The project design incorporates a looped roadway with minimal distance cul-de-sacs to provide adequate circulation for emergency management vehicles. An emergency access is also proposed as a second means of access to ensure the public safety and welfare of the citizens within the community are protected.

The roadways will consist of a 50' Right-of-Way that encompasses 20' of asphalt, 2' curbs and 5' sidewalks on either side as shown in the typical section below.



The site entry feature will consist of a gated entrance with details provided via the image below and included as large printouts in the rear of this PUD document. This section specifically requests that the community be a gated community.



Furthermore, this application is proposing to construct the required sidewalk along N. Auburn Road within the 50' buffer area set aside along the properties frontage. This will allow the sidewalk to be built without the need to modify the existing major drainage conveyance ditch or remove any beneficial vegetation from this existing buffer. This sidewalk will also be within public access easement with maintenance responsibilities belonging to the Murphy Oaks HOA. The City will always have the right to maintain such sidewalk within the easement if need be.

### **Offered Circulation Development Standards**

As part of this PUD Rezone Application, the Applicant proffers the following circulation Development Standards:

1. There shall be no vehicular or pedestrian access connecting the subdivision to Fox Lea Drive.

### Landscaping, Buffers and Open Space

The Concept Plan has been compactly designed to maximize buffers and open space to minimize impacts and preserve natural vegetation. The Concept Plan reflects approximately 20.09 acres of open space, representative of just over 50% of the site. Approximately 50% of

the proposed open space is represented by lakes (±10.13 acres) which represents the functional conservation. The remaining 9.96 acres of open space would be considered the conservation kind which represents the minimum of 10% per the City's comprehensive. The provided landscape plans (LA 01 – LA-08) document these proposed enhanced buffers and are included as part the binding master plan for the development.

Table 2

	Buffer Width
North	46.9 feet (Border Road)
West	50 feet (N. Auburn Road)
South	40 feet (Fox Lea Drive)
East	124.8 feet (I-75)

As reflected in Table 2, a substantial buffer is proposed adjacent to the existing Fox Lea Farm equestrian facility in order to minimize impacts to this neighbor. The purpose of these provisions are to assure compliance with City of Venice buffering objectives as identified in the City of Venice 2010 Comprehensive Plan. The concept plan design has been specifically laid out to place like-units adjoining to like-units where neighboring residential developments have been approved and/or constructed. The PUD Concept Plan provides for low density, single family residential units adjoining the nearby properties.

The following buffer and landscape design standards shall apply within the Murphy Oaks PUD:

- 1) Dimensions. Required landscape buffers are depicted on the following graphics along property perimeter boundaries and between differing land uses within the Murphy Oaks PUD. Four (4) typical buffer cross sections are established to match the buffer plan. The following establishes the minimum requirements for each of the four (4) buffers and the single-family land use compatibility area:
  - a. Border Road Buffer: The landscaped buffer area shall be forty-six (46) feet in width measured at right angles to property lines and shall be established along the entire length of and contiguous to the designated property lines and includes a six-foot-high (6') tan PVC fence within the forty-six-foot-wide landscaped buffer area. The 6' high PVC fence extends just to cover the sides of the lots designated as 1 and 6 on the binding concept plan. The rest of the buffer will be landscaped per the landscape plans provided as part of this binding plan.
  - b. N. Auburn Road Buffer: The landscaped buffer area shall be fifty (50) feet in width measured at right angles to property lines and shall be established along the entire length of and contiguous to the designated property lines and includes a six-foot-high (6') tan PVC fence within the fifty-foot-wide landscaped buffer area. The 6' fence will be buffered from the public ROW by a continuous hedge to block the public from the fence. Existing vegetation within this buffer will be kept as much as possible with exotics being cleaned out and supplemented with plantings per the proffered Landscape Plans.
  - c. Fox Lea Drive Buffer: The landscaped buffer area shall be fifty (40) feet in width measured at right angles to property lines and shall be established along the entire length of and contiguous to the designated property lines and includes a six-foot-high (6') tan PVC fence within the forty-six-foot-wide landscaped buffer area. The 6' fence will be buffered from the public ROW by a continuous hedge to block the public from the fence.

Existing vegetation within this buffer will be kept as much as possible with exotics being cleaned out and supplemented with plantings per the proffered Landscape Plans.

- d. Interstate 75 Buffer: The landscaped buffer area shall be a minimum of fifty (50) feet in width measured at right angles to property lines and shall be established along the entire length of and contiguous to the designated property lines and includes a six-foot-high (6') solid wall on top of a 7' berm. The 6' solid wall will be buffered from the public ROW by a continuous hedge to block the public from the wall. Also, within this buffer will consists of additional landscaping in front of the wall and on top of the berm to further block the residence from I-75 per the proffered Landscape Plans.
- 2) All buffer areas shall be covered by grass, vegetative ground coverings, or mulch in areas not utilized for tree and shrub plantings and include at least eight (8) canopy trees per each one hundred (100) linear feet of buffer. Trees shall have a trunk diameter of at least three inches (measured at six inches above the ground) and be a minimum of 25-gallon container size or have a minimum two-foot root ball if field grown. Trees shall be Florida #1 or better quality as per Grades and Standards for Nursery Plants (Florida Department of Agriculture and Consumer Services). All shrubs shall be a minimum of 7-gallon container size or have a minimum height of 48 inches at time of installation.
- 3) Proposed development may utilize existing non-invasive vegetation to count toward buffer yard requirements.
- 4) Additional Enhanced Buffering. As shown on the proposed landscape plan, the following additional criteria are established:
  - i. Along the boundary of Murphy Oaks and Fox Lea Drive, upon completion of the removal of invasive exotic species of plants additional plantings, specifically Saw Palmetto, shall be planted in open areas.
  - ii. Along the boundary of Murphy Oaks and N. Auburn Road, the public sidewalk shall be included within the fifty (50) foot wide buffer area. The sidewalk shall meander to avoid existing preserved trees wherever possible and be included within a public access easement. The maintenance responsibility of the sidewalk will be by the Murphy Oaks HOA.

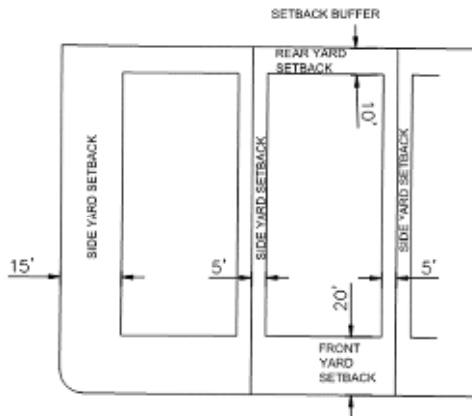
#### Offered Landscaping Development Standards

As part of this PUD Rezone Application, the Applicant proposes the following landscaping Development Standards:

1. The project will achieve 90% opacity when viewed from N. Auburn Road to a height to shield the view up to the soffit level within three years of the start of construction.
2. The buffers surrounding the site shall be as shown on the PUD Concept Plan and be landscaped per the provided landscape plans.

#### Yard/Bulk Standards

The applicant desires to develop a more compact residential community in order to increase the ability to buffer from the adjacent higher intensity uses of I-75 and Fox Lea Farm. The substantial buffers and open space proposed require smaller lot sizes and setbacks. Table 3 reflects the proposed development standards for the PUD.



### **TYPICAL LOT DETAIL (50'x121')**

#### **LOT CRITERIA**

1. SETBACKS  
FRONT - 20'  
SIDE - 5'  
REAR - 10'  
CORNER - 10'
2. MINIMUM LOT WIDTH - 50'
3. LOT COVERAGE - 60%  
(BASED ON ALLOWABLE SETBACKS)
4. BUILDING HEIGHT - 35'  
\* HOMES RESTRICTED TO BE SINGLE STORY
5. MIN. LOT SQ FT - 6,050 SF

Table 3

	Dimensions
Lot Size	Min. 6,050 Sq. Ft.
Lot Width	Min. 50'
Front Setback	20'
Side Setback	Min. 5 Ft.
Rear Setback	10'
Building Height	Max. 35 Ft. – 2-Story*
Lot Coverage	60% (Only items under roof, so does not include pool)
Accessory Structures	1) Accessory structures that are not water dependent shall not be located in the required front or side yards, but may be located in the required rear yards, not less than five (5) feet from the rear lot line.
*	Lots 1 – 67 will all be required to be 1-story per the PUD Binding Development Concept Plan

### **Offered Development Standards Development Standards**

As part of this PUD Rezone Application, the Applicant proffers the following development standards stipulation:

1. The maximum height of structures on all boundaries that back up to Fox Lea Drive and North Auburn Road (Lots 1-7 & 8-67 as identified with a \* on the site concept plan) shall be limited to one (1) story or twenty-five (25) feet. The maximum height of all structures shall not exceed two stories in height with a maximum of 35'.

### **Environmental**

See Environmental Report prepared by ECO Consultants, Inc. dated April 10, 2017 for the environmental components of the site.

### **Offered Environmental Development Standards**

As part of this PUD Rezone Application, the Applicant proffers the following environmental Development Standards:

1. An updated listed species survey must be conducted prior to any construction.

2. The applicant must provide the city with the results of the updated listed species survey, and any correspondence with the United States Fish and Wildlife Service (USFWS) or the Fish and Wildlife Conservation Commission (FWC).
3. The applicant must comply with FWC regulations regarding the survey and relocation of any gopher tortoises and associated commensal species prior to construction. Specifically, a 100% gopher tortoise survey is required according to FWC survey protocols and the gopher tortoise and commensals must be relocated from all areas of impacts.
4. The applicant must obtain all applicable state and federal environmental permits prior to construction.
5. It is required that any nuisance species observed within project area wetland and uplands be removed and replanted with native Florida species before or during construction.
6. The applicant is required to develop an eastern indigo snake protection plan for utilization during construction.

### **Stormwater Management**

The site design will include a master storm water management system to provide treatment and attenuation of generated storm water runoff. The proposed lakes will be constructed in phases, to ensure minimal disturbance to the surrounding area. The phases will consist of constructing the southern pond along the Fox Lea Drive boundary first and then dewatering the large middle pond into the southern pond to effectively balance the groundwater levels of the nearby adjacent land. The proposed development will not create a drainage problem as it the responsibility of the engineer of record to ensure that this project will not negatively affect offsite properties to both the City of Venice and the Southwest Florida Water Management District.

The sites' soil characteristics, as defined within the geotechnical report, are suitable for structural fill such that all proposed excavation/cut within the stormwater ponds can be used to fill the required portions of the site. The groundwater table is close (within 2') of the existing grade which is typical for this portion of Florida and the design will incorporate this high-water table into the design to ensure no adverse impact to the current groundwater levels in and around the project site. Furthermore, we are limiting the depth of our two pond systems to 14' for the central pond and 10' for the southern pond from the sites' seasonal high water table of 11.0' to ensure groundwater flow regimes within the area are not compromised during construction and eventually into stormwater management operation.

### **Offered Stormwater Development Standards**

As part of this PUD Rezone Application, the Applicant proffers the following water management Development Standards:

1. No storm water or other drainage from the subdivision site shall be discharged into the existing ditch that runs east-west within the northern portion of the Fox Lea Drive right-of-way.



2. The Master Surface Water Management Plan shall be consistent with the Curry Creek Basin Master plans.
3. All stormwater treatment shall be open and above ground.

#### Additional Development Standards

1. The applicant shall record a Notice of Proximity in the Official Records of Sarasota County in the chain of title prior to the Final Plat approval, notifying all future purchasers of lots or homes within the subdivision of the proximity of their property to Interstate I-75; and notifying them of the proximity of their property to the adjacent Fox Lea Farms as an equestrian stable and riding academy which conducts national horse show events. Said Notice of Proximity shall also be delivered to potential purchasers prior to their entering into a binding contract, as part of the presale written materials, and it shall be included in the homeowner association documents.
2. The applicants shall record an express prohibition on the use of fireworks in the Official Records of Sarasota County in the chain of title of the subdivision, prior to the Final Plat approval, notifying all future purchasers of lots or homes of the prohibition, and noting the danger the noise of fireworks poses to the health and temperament of animals and humans and the risk of danger to nearby equestrians.
3. Neither the applicant nor its contractors shall burn any trash or waste materials on the subject property in the course of construction; nor shall the City or County issue any permits authorizing same. The applicants shall record an express prohibition on the burning of trash or waste materials in the Official Records of Sarasota County in the chain of title of the subdivision, prior to the Final Plat approval, notifying all future purchasers of lots or homes of the prohibition, and noting the danger that smoke poses to the health and temperament of animals and humans. This restriction shall not preclude homeowners from using outdoor barbeques for cooking.
4. The applicant shall incorporate into the homeowner documents an express prohibition on the use of outdoor sound speakers applicable to the lots on the southern boundary. This prohibition shall not apply to fire and burglar alarms; however, the speakers for such alarms shall be oriented toward the north unless otherwise required for health and safety reasons.
5. The developer shall incorporate into the homeowner association documents an express prohibition on the launching of drones or radio-controlled aircraft from within the development which would fly over Fox Lea Farm, unless permission is received in writing from Fox Lea Farm.
6. The applicant shall commence construction of the amenity area within twelve (12) months after issuance of the first certificate of occupancy for the first residence, or upon the closing on twenty five (25) percent of lots to the end users, whichever shall first occur.



7. Developer shall use its best efforts to limit Horizontal construction and roofing construction along the southern boundary on the weekends during the months of January, February, March, July, and August.

### **Proposed Code Modifications**

1. Per Code Section 86-520(c), we request that the sidewalks along Fox Lea Drive and Border Road be removed from the project requirements. In lieu of sidewalk on Border, we propose to expand the existing bicycle lane up to its intersection with N Border Road.
2. Per Code Section 86-423(b), we request that driveways be constructed no closer than 5' from the edge of property line with the center of the driveway located no closer than 13' from the edge of property line. On corner lots, the driveway shall be located no closer than 35' from the closest edge of pavement and still be no closer than 5' from the property line.

### **Conclusion**

In conclusion, the proposed project is consistent with the City of Venice Comprehensive Plan. Furthermore, the rezoning is consistent based upon the location of this parcel near the interstate and adjacent residential communities. The parcel size is adequate to accommodate the density of 105 single family homes as a unified development. This project adheres to the safeguards already contained in the adopted Comprehensive Plan.

The Zoning administrator shall have authority to administratively approve minor modification of standards contained within the Murphy Oaks PUD, 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 of the requested adjustment of standards.

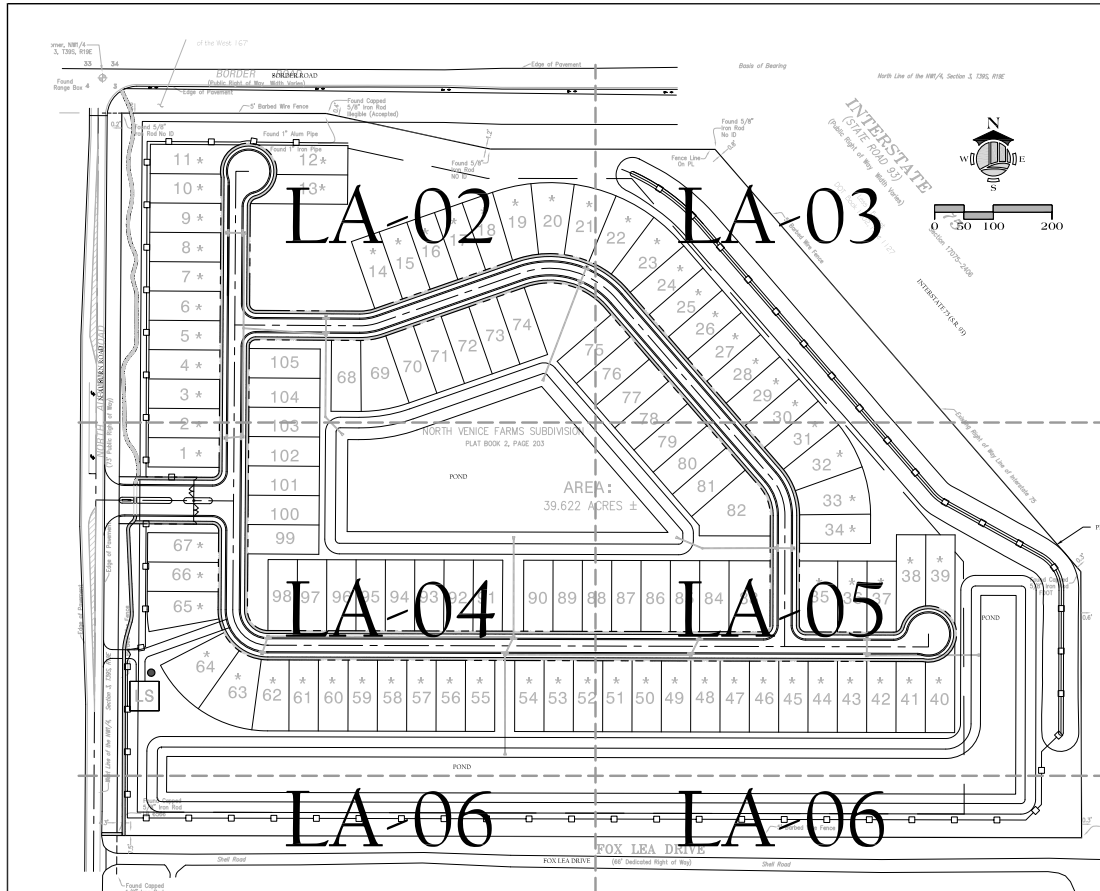
Please review this package for completeness. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
WRA

Clint R. Cuffle, P.E, Project Agent  
W/Attachments



# EXHIBIT - 4

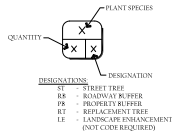


## MASTER PLANT SCHEDULE

ITEM	QTY	NATIVE	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
QV	94	Y	QUERCUS VIRGINIANA	CATHEDRAL LIVE OAK	14 HT. 4" SPK. 3" CAL.
PP	186	Y	PINUS PALUSTRIS	LONG LEAF PINE	14 HT. 4" SPK. 3" CAL.
SP	329	Y	SARAL PALMETTO	SARAL PALM	STG. HTS. 8' - 14' 18" CT.
MG	175	Y	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	14 HT. 4" SPK. 3" CAL.
VB	348	N	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	MIN. 15 GAL. FULL
MYC	1281	Y	MYRICA CRIPPERA	WAX MYRTLE	MIN. 15 GAL. FULL
NA	196	Y	SERENOA REPENS	SAW PALMETTO	MIN. 7 GAL. FULL

## NOTE:

- STREET TREES SHALL BE 1 PER 30 LF. WITH ROOM FOR ADJUSTMENT FOR DRIVEWAY LOCATION AND SHALL MEET MINIMUM SPECIFIED FROM LAND DEVELOPMENT CODE.
- THERE IS AN INADEQUATE PLANTING AREA BETWEEN BACK OF CURB AND SIDEWALK FOR INSTALLATION OF THE STREET TREES. PROPOSED UTILITIES ARE NOT WITHIN THIS PLANTING AREA.



## PLANT LABEL LEGEND

## TREE REMOVAL / REPLACEMENT

THE PROVISIONS OF THE COUNTY TREE PROTECTION ORDINANCE REGARDING TREE PROTECTION DURING THE DEVELOPMENT OF LAND AND TREE RELOCATION OR REPLACEMENT DURING THE DEVELOPMENT OF LAND SHALL BE APPLICABLE WITHIN THE CITY.

1. TREE PER 2,000 S.F. OF SITE.

SITE AREA 1726,387 S.F.

1726,387 / 2,000 = 863 TREES REQUIRED

863 TREES PROVIDED

642 EXISTING TREES PROVIDED\*

221 TREES PROVIDED

\*EXISTING NATIVE TREES (IN HEALTHY CONDITION) WHICH REMAIN ON SITE, COUNT TOWARDS TOTAL NUMBER REQUIRED.

## PERIMETER ROADWAY BUFFERS

THE FOLLOWING BUFFER AND LANDSCAPE DESIGN STANDARDS SHALL APPLY WITHIN THE MURPHY OAKS PUD.

- DIMENSIONS REQUIRED LANDSCAPE BUFFERS ARE DEPICTED ON THE FOLLOWING GRAPHICS ALONG PROPERTY PERIMETER BOUNDARIES AND BETWEEN DIFFERING LAND USES WITHIN THE MURPHY OAKS PUD. FOUR (4) TYPICAL BUFFER CROSS SECTIONS ARE ESTABLISHED TO MATCH THE BUFFER PLAN. THE FOLLOWING ESTABLISHES THE MINIMUM REQUIREMENTS FOR EACH OF THE FOUR (4) BUFFERS AND THE SINGLE-FAMILY LAND USE COMPATIBILITY AREA.

a. BORDER ROAD BUFFER. THE LANDSCAPED BUFFER AREA SHALL BE FORTY-SIX (46) FEET IN WIDTH MEASURED AT RIGHT ANGLES TO PROPERTY LINES AND SHALL BE ESTABLISHED ALONG THE ENTIRE LENGTH OF AND CONTIGUOUS TO THE DESIGNATED PROPERTY LINES AND INCLUDES A SIX-FOOT HIGH (6') TAN PVC FENCE WITHIN THE FORTY-SIX-FOOT-WIDE LANDSCAPED BUFFER AREA. THE 6' HIGH PVC FENCE EXTENDS JUST TO COVER THE SPICES OF THE LOTS DESIGNATED AS1 AND AS2 ON THE BINDING CONCEPT PLAN. THE REST OF THE BUFFER WILL BE LANDSCAPED PER THE LANDSCAPE PLANS PROVIDED AS PART OF THIS BINDING PLAN.

b. N. ALBURN ROAD BUFFER. THE LANDSCAPED BUFFER AREA SHALL BE FIFTY (50) FEET IN WIDTH MEASURED AT RIGHT ANGLES TO PROPERTY LINES AND SHALL BE ESTABLISHED ALONG THE ENTIRE LENGTH OF AND CONTIGUOUS TO THE DESIGNATED PROPERTY LINES AND INCLUDES A SIX-FOOT HIGH (6') TAN PVC FENCE WITHIN THE FIFTY-FOOT-WIDE LANDSCAPED BUFFER AREA. THE 6' FENCE WILL BE BUFFERED FROM THE PUBLIC ROW BY A CONTINUOUS HEDGE TO BLOCK THE PUBLIC FROM THE FENCE. EXISTING VEGETATION WITHIN THE BUFFER WILL BE KEPT AS MUCH AS POSSIBLE WITH EXOTICS BEING CLEANED OUT AND SUPPLEMENTED WITH PLANTINGS PER THE PROFFERED LANDSCAPE PLANS.

c. FOX LEA DRIVE BUFFER. THE LANDSCAPED BUFFER AREA SHALL BE FIFTY (50) FEET IN WIDTH MEASURED AT RIGHT ANGLES TO PROPERTY LINES AND SHALL BE ESTABLISHED ALONG THE ENTIRE LENGTH OF AND CONTIGUOUS TO THE DESIGNATED PROPERTY LINES AND INCLUDES A SIX-FOOT HIGH (6') TAN PVC FENCE WITHIN THE FORTY-SIX-FOOT-WIDE LANDSCAPED BUFFER AREA. THE 6' FENCE WILL BE BUFFERED FROM THE PUBLIC ROW BY A CONTINUOUS HEDGE TO BLOCK THE PUBLIC FROM THE FENCE. EXISTING VEGETATION WITHIN THE BUFFER WILL BE KEPT AS MUCH AS POSSIBLE WITH EXOTICS BEING CLEANED OUT AND SUPPLEMENTED WITH PLANTINGS PER THE PROFFERED LANDSCAPE PLANS.

d. INTERSTATE 75 BUFFER. THE LANDSCAPED BUFFER AREA SHALL BE FIFTY (50) FEET IN WIDTH MEASURED AT RIGHT ANGLES TO PROPERTY LINES AND SHALL BE ESTABLISHED ALONG THE ENTIRE LENGTH OF AND CONTIGUOUS TO THE DESIGNATED PROPERTY LINES AND INCLUDES A SIX-FOOT HIGH (6') CONCRETE WALL WITHIN THE LANDSCAPED BUFFER AREA. THE 6' WALL WILL BE BUFFERED FROM THE PUBLIC ROW BY A CONTINUOUS HEDGE TO BLOCK THE PUBLIC FROM THE WALL. ALSO, WITHIN THIS BUFFER WILL CONSIST OF A REMAIN TO FURTHER BLOCK THE RESIDENCE FROM I-75 AND LANDSCAPED PER THE PROFFERED LANDSCAPE PLANS.

- ALL BUFFER AREAS SHALL BE COVERED BY GRASS, VEGETATIVE GROUND COVERINGS OR MULCH IN AREAS NOT UTILIZED FOR TREE AND SHRUB PLANTINGS AND INCLUDE AT LEAST EIGHT (8) CANOPY TREES PER EACH ONE HUNDRED (100) LINEAR FEET OF BUFFER. TREES SHALL HAVE A TRUNK DIAMETER OF AT LEAST THREE INCHES (MEASURED AT SIX INCHES ABOVE THE GROUND) AND BE A MINIMUM OF 25-GALLON CONTAINER SIZE OR HAVE A MINIMUM TWO-FOOT ROOT BALL IF FIELD-GROWN. TREES SHALL BE FLORIDA #1 OR BETTER QUALITY AS PER GRASSES AND STANDARDS FOR NURSERY PLANTS (FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES). ALL SHRUBS SHALL BE A MINIMUM OF 7-GALLON CONTAINER SIZE OR HAVE A MINIMUM HEIGHT OF 48 INCHES AT TIME OF INSTALLATION.

- PROPOSED DEVELOPMENT MAY UTILIZE EXISTING NON-INVASIVE VEGETATION TO COUNT TOWARD BUFFER YARD REQUIREMENTS.

- ADDITIONAL ENHANCED BUFFERING, AS SHOWN ON THE PROPOSED LANDSCAPE PLAN, THE FOLLOWING ADDITIONAL CRITERIA ARE ESTABLISHED:

i. ALONG THE BOUNDARY OF MURPHY OAKS AND FOX LEA DRIVE, UPON COMPLETION OF THE REMOVAL OF INVASIVE EXOTIC SPECIES OF PLANTS ADDITIONAL PLANTINGS, SPECIFICALLY SAW PALMETTO, SHALL BE PLANTED IN OPEN AREAS.

ii. ALONG THE BOUNDARY OF MURPHY OAKS AND N. ALBURN ROAD, THE PUBLIC SIDEWALK SHALL BE INCLUDED WITHIN THE FIFTY (50) FOOT WIDE BUFFER AREA. THE SIDEWALK SHALL MEASURE TO AVOID EXISTING PRESERVED TREES WHEREVER POSSIBLE AND BE INCLUDED WITHIN A PUBLIC ACCESS EASEMENT. THE MAINTENANCE RESPONSIBILITY OF THE SIDEWALK WILL BE BY THE MURPHY OAKS HOA.

## CITY OF VENICE LANDSCAPING NOTES:

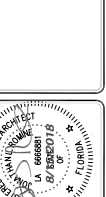
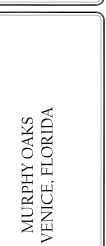
## NUISANCE TREES AND SHRUBS EXCLUDED:

HARMFUL NUISANCE TREES AND SHRUBS SHALL BE EXCLUDED FROM ANY LANDSCAPING PLAN AND SHALL BE REMOVED FROM THE PROPERTY. LIST INCLUDES MELALEUCA QUINQUEFLOREA (PINK TREE CAJUPUT), SCINUS TERRESTRIS (RED HOT CHILI), FLORIDA HOLLY, CASAHUANA SPECIES (AUSTRALIAN PINE), CLAPAROSIA ANACARDIODES (CARROTWOOD), SCAEVOLA TACCADEA AND SCAEVOLA SERICEA (BEACH NAPPA) AND ANY ADDITIONAL SPECIES REFERENCED IN CHAPTER 58.57, RULES OF THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.

## GENERAL INSTALLATION NOTES:

- INSTALLATION SHALL BE COMPLETE AT THE TIME OF FINAL INSPECTION, EXCEPT AS PROVIDED OTHERWISE.
- PROPERTY OWNER SHALL MAINTAIN LANDSCAPING AND SCREENING FOR THE LIFE OF THE PROJECT.
- REQUIRED PLANT MATERIALS WHICH ARE REMOVED OR DIE SHALL BE REPLACED WITHIN THIRTY (30) DAYS.
- UNDERSTORY GROWTH AND THE NATURAL FUNCTION OF THE AREA SHALL BE MAINTAINED.
- INSTALLATION SHALL BE IN A SECOND PROFESSIONAL MANNER.
- REQUIRED LANDSCAPING SHALL BE MAINTAINED AND PRUNED IN A MANNER THAT PRESERVES THE NATURAL SHAPE AND GROWTH CHARACTERISTICS OF THE SPECIES. PRUNING THAT HARKENS OR LOLLIPS. CANOPY TREES IS PROHIBITED WITHOUT THE PRIOR APPROVAL OF THE PLANNING DIRECTOR.
- TREE LOCATIONS MAY VARY BASED ON FIELD CONDITIONS.

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PLANNING & ZONING  
8/23/18

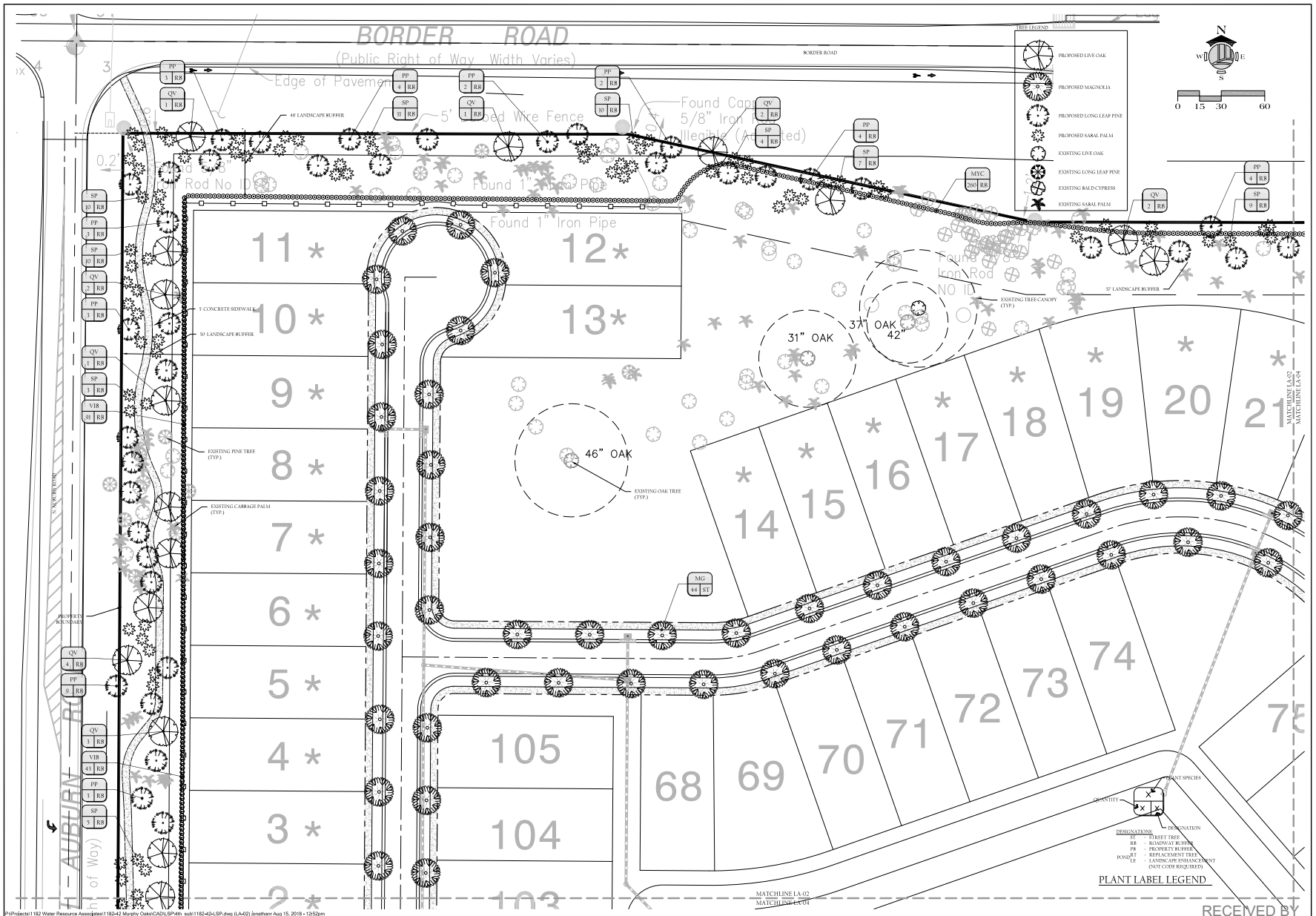


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03	REVISIONS	8/23/18
04	REVISIONS	8/23/18
05	REVISIONS	8/23/18
06	REVISIONS	8/23/18
07	REVISIONS	8/23/18
08	REVISIONS	8/23/18
09	REVISIONS	8/23/18
10	REVISIONS	8/23/18

DATE	8/23/18
PROJECT NO.	1802-42
FILE NO.	1802-42 LSP.dwg
SCALE	AS SHOWN

LANDSCAPE  
KEY MAP,  
CALCULATIONS  
& NOTES

LA-01



P:\Projects\1102 Water Resource Associates\1102-02 Murphy Oaks\CAD\SP\LA-02.dwg (LA-02) [Jonathan Aug 15, 2018 - 12:52pm]

1401 FIRST AVENUE, SUITE 200  
 TAMPA, FLORIDA 33604  
 PH: (813) 240-0004 FX: (813) 240-0004  
 EMAIL: SALES@ENSEITE.COM

WINDHAM  
 EST. 1967

MURPHY OAKS,  
 VENICE, FLORIDA

PROJECT NO. 1102-02  
 DATE 8/15/2018  
 DRAWN BY JONATHAN

REVISIONS

NO.	DATE	DESCRIPTION
01	8/15/2018	ISSUED FOR COMMENTS AND SETTING
02	8/15/2018	ISSUED FOR COMMENTS AND SETTING
03	8/15/2018	ISSUED FOR COMMENTS AND SETTING
04	8/15/2018	ISSUED FOR COMMENTS AND SETTING
05	8/15/2018	ISSUED FOR COMMENTS AND SETTING

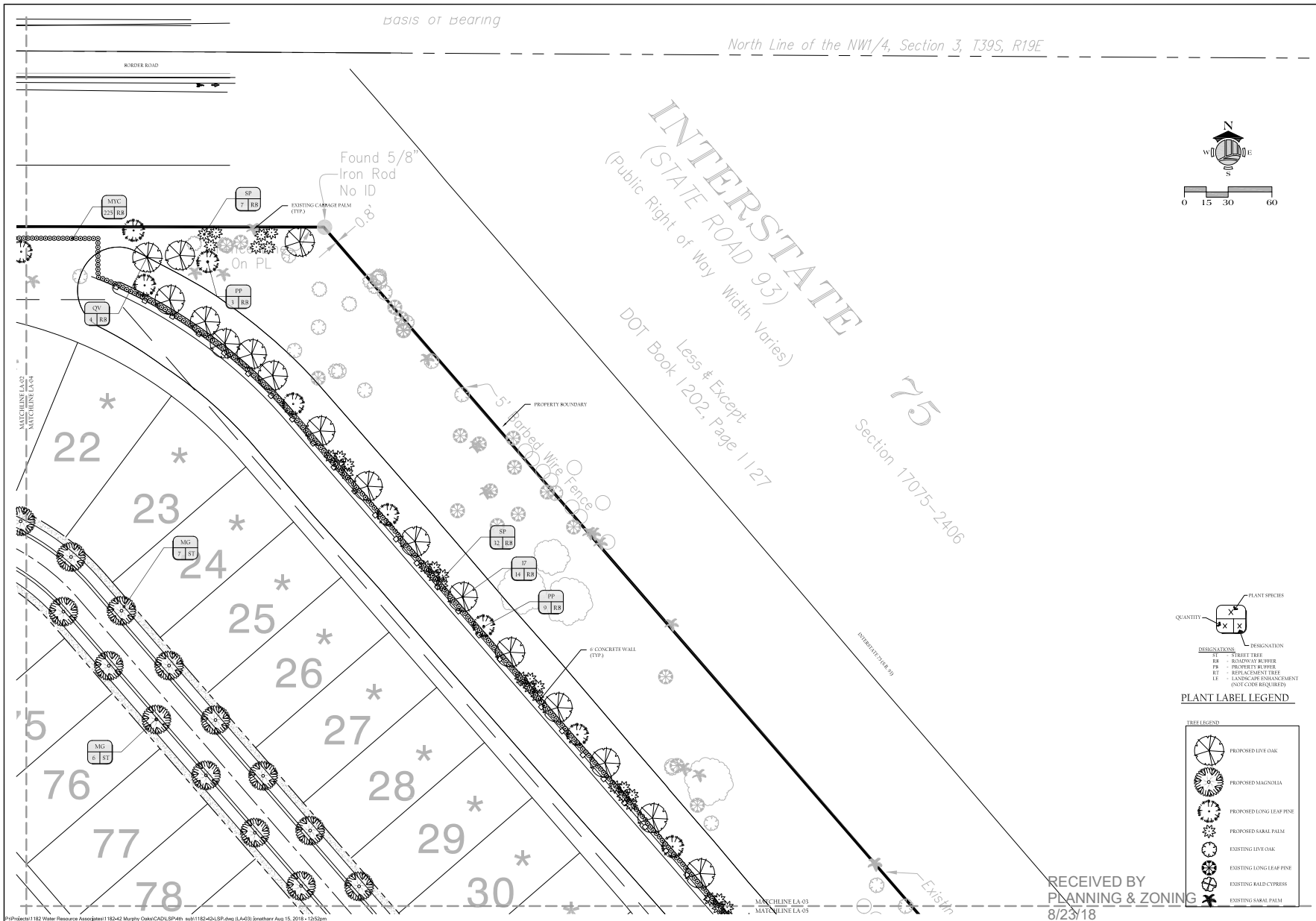
LANDSCAPE PLAN

PROJECT NO. 1102-02  
 DATE 8/15/2018  
 DRAWN BY JONATHAN

LANDSCAPE PLAN

PROJECT NO. 1102-02  
 DATE 8/15/2018  
 DRAWN BY JONATHAN

RECEIVED BY  
 PLANNING & ZONING  
 8/23/18



MURPHY OAKS,  
VENICE, FLORIDA



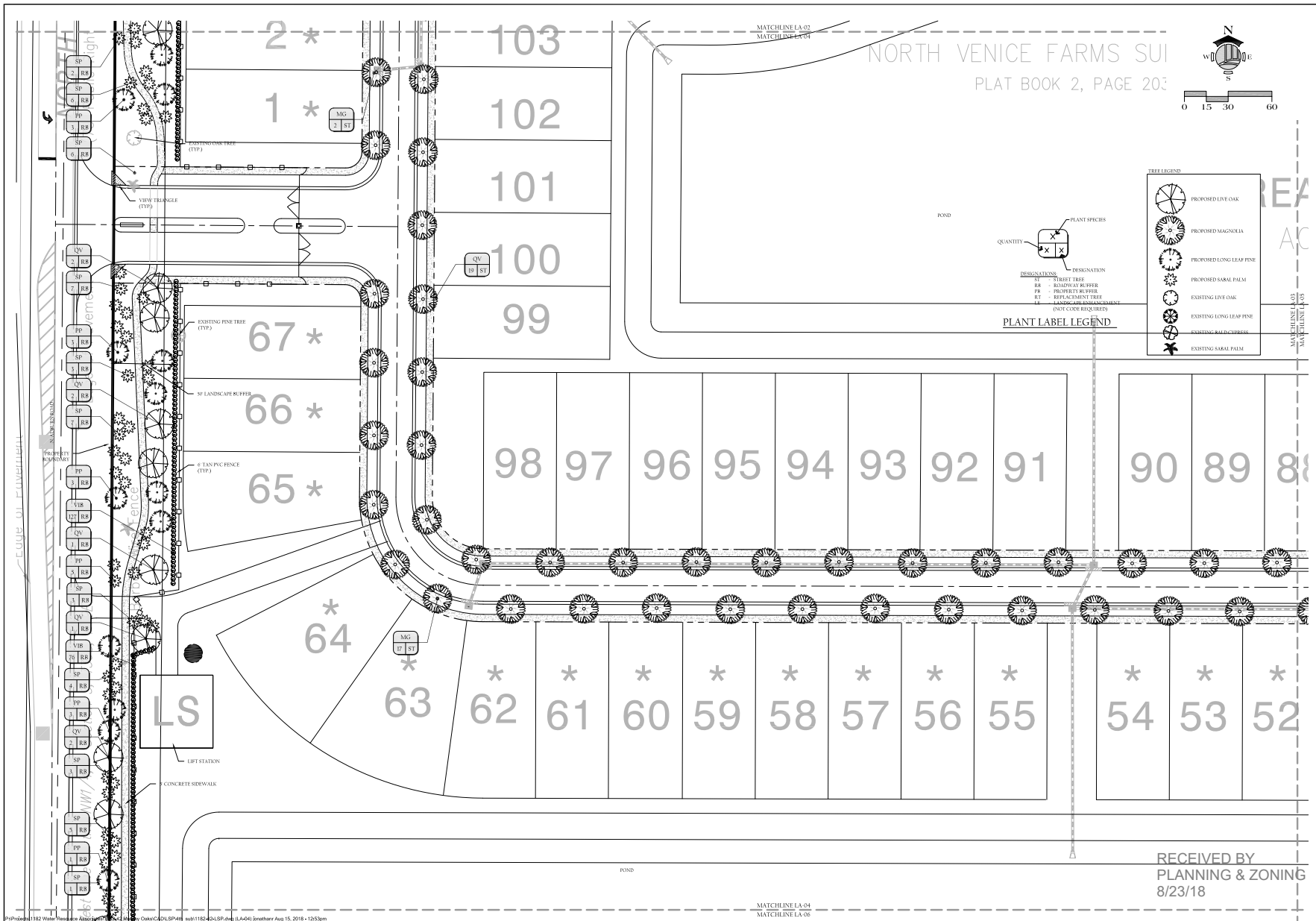
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2	7-28-17	REVISIONS
3	7-28-17	REVISIONS
4	7-28-17	REVISIONS
5	7-28-17	REVISIONS

DATE	11-16-17
PROJECT NO.	102-42
FILE NO.	102-42 LSP.dwg
SCALE	AS SHOWN

LANDSCAPE  
PLAN

LA-03

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PLANNING & ZONING  
8/23/18



P:\Projects\1102 Venice Farms SUI\1102 Venice Farms SUI.dwg (LA-04) (Jr) 8/15/2018 1:25:30pm

MATCHLINE LA-04  
MATCHLINE LA-06

ensite

4401 FIRST AVENUE, SUITE 200  
FORT MYERS, FLORIDA 33901  
PH: (813) 239-0004 FAX: (813) 239-0004  
E: info@ensite.com CALL: (813) 239-0007

WINDHAM

EST. 1967

MURPHY OAKS,  
VENICE, FLORIDA

Professional Engineer  
State of Florida  
No. 12500  
Exp. 12/31/2018  
J. R. Murphy

DATE	BY
1-18-18	
7-2-18	
7-2-18	

DATE	11-16-17
PROJECT NO.	1102-42
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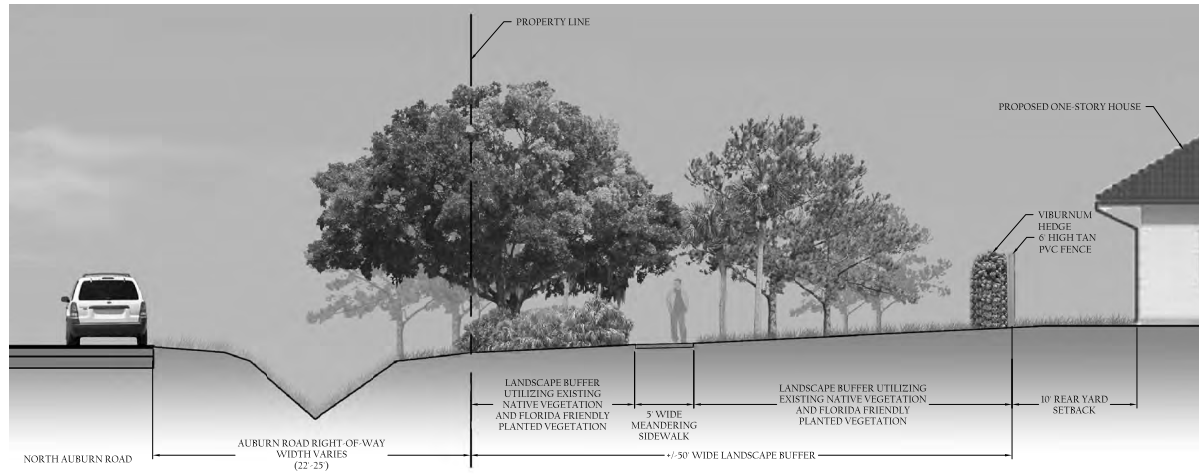
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PLAN

LA-04



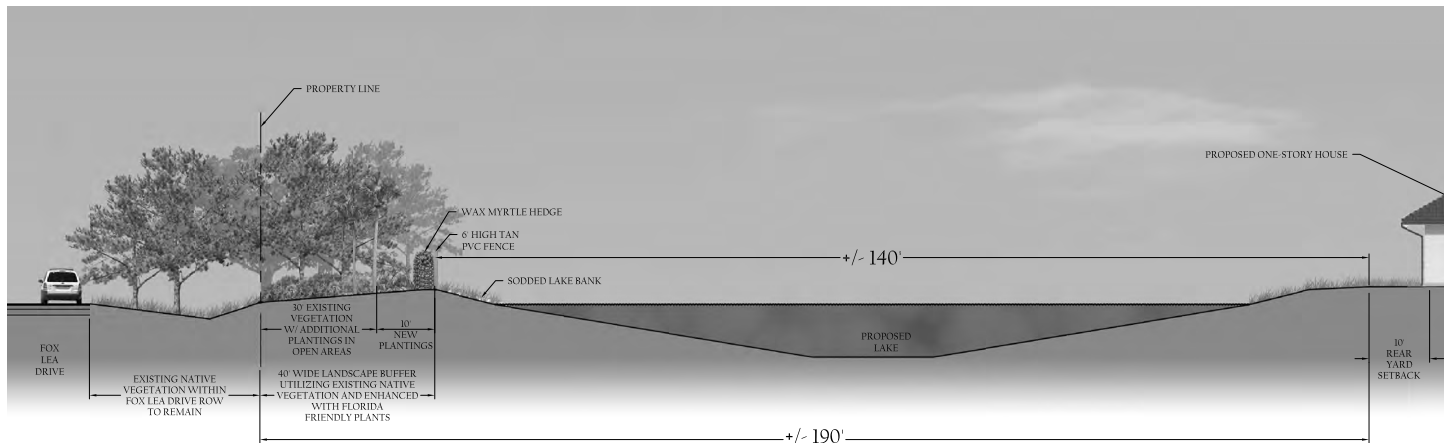






NORTH AUBURN ROAD LANDSCAPE BUFFER SECTION

NOT TO SCALE



FOX LEA DRIVE LANDSCAPE BUFFER SECTION

NOT TO SCALE



MURPHY OAKS,  
VENICE, FLORIDA

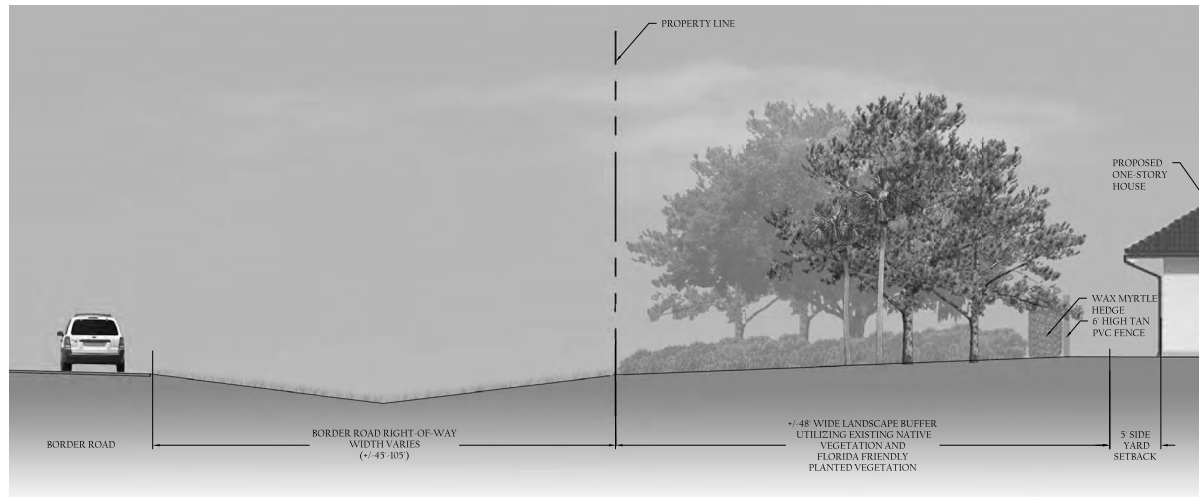


REVISIONS		DATE	DESCRIPTION
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02	BA	7-24-18	REVISION PER CITY COMMENTS
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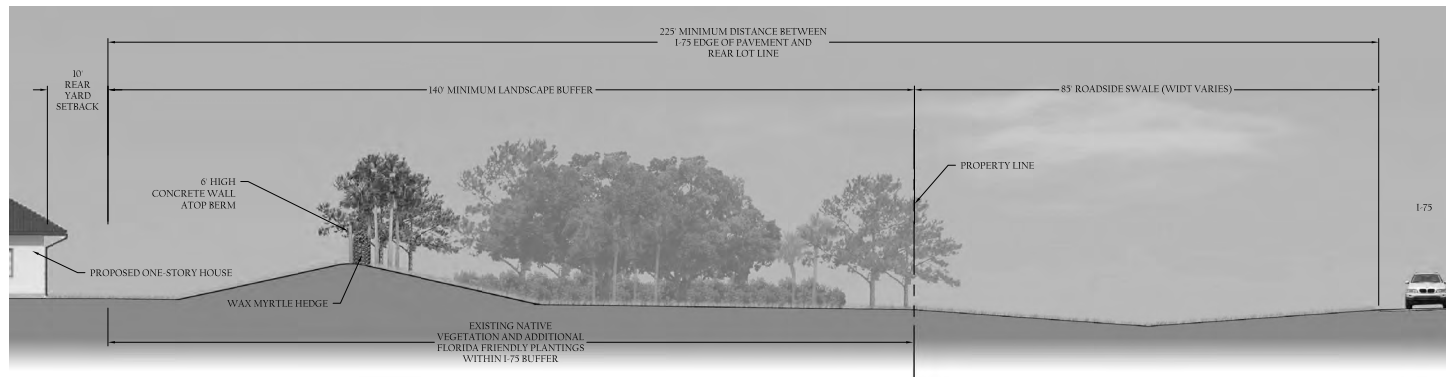
DATE:	01-16-17
PROJECT NO:	082-42
FILE NO:	082-42 LSP.dwg
SCALE:	AS SHOWN

LANDSCAPE  
BUFFER  
EXHIBITS

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PLANNING & ZONING  
8/23/18  
LA-07



BORDER ROAD LANDSCAPE BUFFER SECTION



INTERSTATE 75 LANDSCAPE BUFFER SECTION



MURPHY OAKS,  
VENICE, FLORIDA



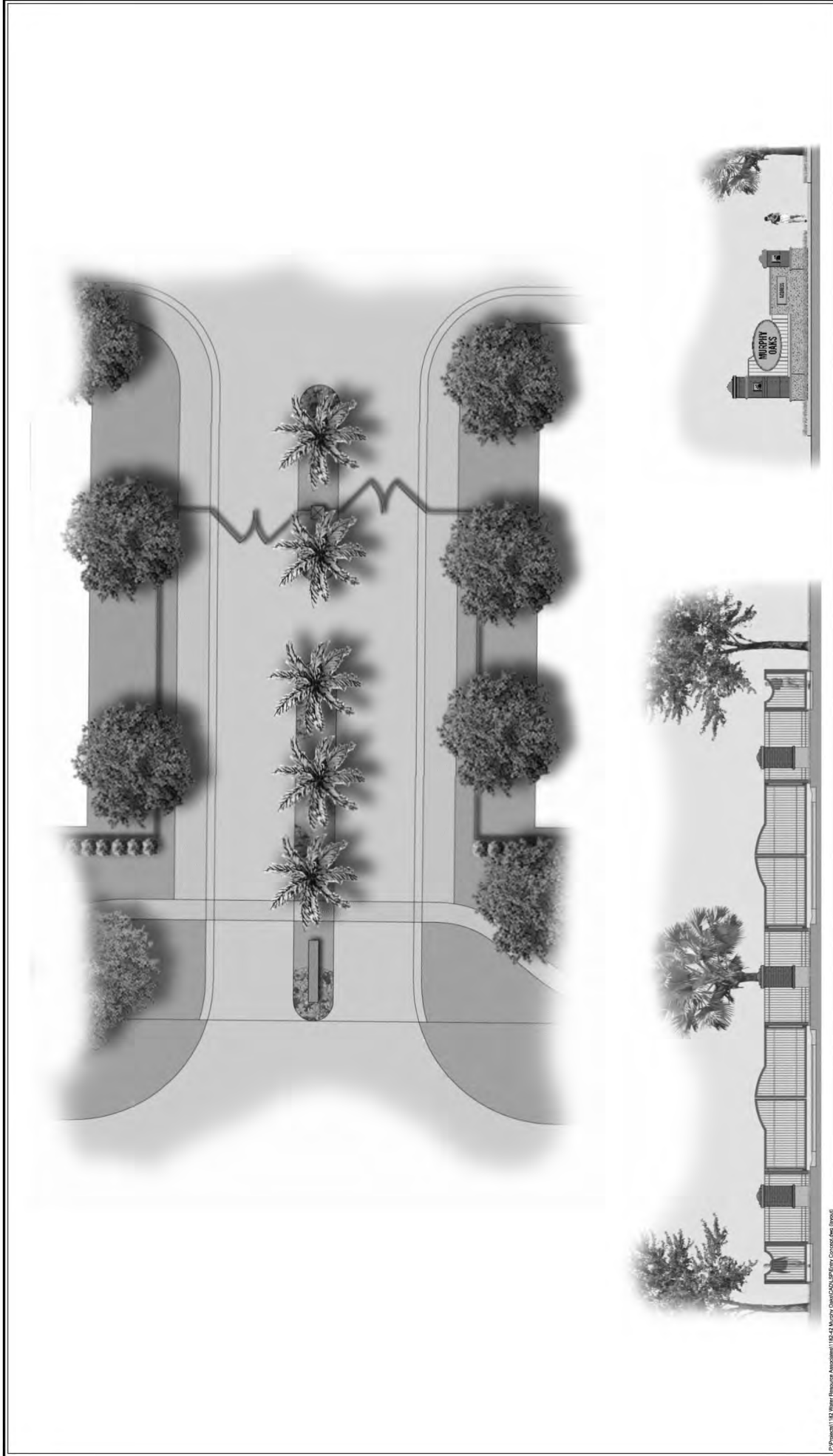
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6	7-24-18

DATE	01-16-17
PROJECT NO.	082-42
FILE NO.	082-42 LSP.dwg
SCALE	AS SHOWN

LANDSCAPE  
BUFFER  
EXHIBITS

LA-08

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8/23/18



P:\Projects\182 Water Resource Associates\182-43 Murphy Oaks\CAD\SPRINT Concept.dwg (Thymel)

**MURPHY OAKS**



WATER RESOURCE ASSOCIATES

**CONCEPTUAL ENTRY/SIGNAGE**

RECEIVED BY

01-15-2018 - Project 1182-42

PLANNING & ZONING

7/5/18

# Previously Approved Documents

**ORDINANCE NO. 2008-04**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, AS PETITIONED BY CALDWELL TRUST COMPANY, AS TRUSTEE, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS.

**WHEREAS**, The City Council of the City of Venice, Florida received a sworn Petition from Caldwell Trust Company, dated June 8, 2007 requesting the city to annex a certain parcel of real estate herein described, owned by Caldwell Trust Company, as Trustee, into the corporate limits of the City of Venice, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1.** After its evaluation of all evidence presented, and in reliance upon representations made by Caldwell Trust Company, in said petition, the City of Venice, acting by and through its City Council by the authority and under the provisions of the Municipal Charter of the City of Venice, and the laws of Florida, hereby annexes into the corporate limits of the City of Venice, Florida, and redefines the boundary lines of said city so as to include the following described parcel of real property in Sarasota County, Florida:

All that portion of Tracts 226, 227, 228, 230, 231, 232 and 233, North Venice Farms, as per the Plat thereof recorded in Plat Book 2, Page 203, of the Public Records of Sarasota County, Florida, lying southerly and westerly of the westerly right-of-way line of Interstate 75 as recorded in Official Records Book 1202, Page 1127 of the Public Records of Sarasota County, Florida. Less the North 27 feet of the West 167 feet to the county for public right-of-way.

Commonly known as the Murphy property located on the southeast corner of the intersection of Border and Auburn Roads, containing  $\pm 41.66$  acres

**SECTION 2.** The City Council hereby formally and according to law accepts the dedication of all easements, streets, parks, plazas, rights-of-way and other dedications to the public which have heretofore been made by plat, deed or user within the area so annexed.

**SECTION 3.** That the proper city officials of said City of Venice be, and they hereby are, authorized and directed to file with the Clerk of the Circuit Court of Sarasota County, Florida, a certified copy of this Ordinance, and to do and perform such other acts and things as may be necessary and proper to effectuate the true intent of this Ordinance. The pre-annexation agreement is incorporated into this Ordinance and is made a part thereof.

**SECTION 4.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

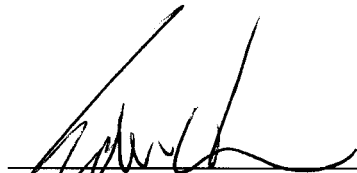
**SECTION 5.** This Ordinance shall take effect immediately upon its adoption as provided by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF FEBRUARY 2008.**

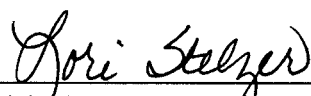
First Reading: February 12, 2008

Final Reading: February 26, 2008

ADOPTION: February 26, 2008

  
\_\_\_\_\_  
Ed Martin, Mayor

**Attest:**


  
\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 26th day of February 2008, a quorum being present.

**WITNESS** my hand and the official seal of said City this 27th day of February 2008.

  
\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

**Approved as to form:**

  
\_\_\_\_\_  
City Attorney

**PRE-ANNEXATION AGREEMENT**

This agreement is made this 12th day of February, 2008, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and CALDWELL TRUST COMPANY, TRUSTEE OF THE DOUGLAS R. MURPHY REVOCABLE TRUST under Agreement dated May 19, 1983, as amended (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately forty-two (42) acres (hereinafter referred to as the "Subject Property") located in Sarasota County, Florida which is more particularly described by the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Owner has filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, the Owner has agreed to certain terms and conditions required by the City in order to gain approval of said petition and to adopt an ordinance annexing the Subject Property into the City; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest to be annexed subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and Owner agree as follows:

1. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.
2. LAND USE DESIGNATION. The Subject Property is designated Moderate Density Residential on Sarasota County's Future Land Use Map. The Owner shall petition the City, within one year of the City's adoption of an ordinance annexing the Subject Property into the corporate limits of the City, for an amendment to the City's Comprehensive Plan to include the Subject Property in the Plan and to assign the Subject Property an appropriate land use designation. Within one year of completion of the above required Comprehensive Plan amendment, the Owner shall petition the City to rezone the Subject Property to a district or districts under the Venice Zoning Code. No development orders shall be granted until the Subject Property is so rezoned. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances and regulations in force within the City.
3. CONCURRENCY EVALUATION NOT MADE; NO RELIANCE OR VESTED RIGHT. Nothing contained in this agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this pre-annexation agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owner acknowledges and agrees that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owner may rely or upon which the Owner can assert that a vested property right has been created. It is



specifically understood and agreed that a determination that adequate public facilities and services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.

4. EXTENSION OF WATER AND WASTEWATER UTILITY LINES. The Owner shall construct and pay the cost of extending and sizing all offsite and onsite potable water, reclaimed water, and wastewater utility pipelines adequate to serve the Subject Property as determined by the Utility Director and the City Engineer. All such work shall be performed in accordance with plans and specifications which have been approved through the City's construction permitting process. Fire flows shall be determined by the Fire Chief with the joint cooperation of the Utility Director and the City Engineer. Owner shall convey all such potable water, reclaimed water and wastewater pipelines and lift stations to the City together with such easements as may be required for access to and maintenance of said pipelines and appurtenances. Utilities conveyed to the City shall be accepted for maintenance in accordance with all applicable State and City codes and policies which shall be applied to both offsite and onsite utility improvements.
5. WATER AND WASTEWATER UTILITY CHARGES. The Owner shall pay all potable water, reclaimed water, and wastewater utility rates, fees, and charges, including any capital charges such as water plant capacity charges and wastewater plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's potable water, reclaimed water and wastewater utility systems.

6. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT.

A. The Owner shall convey to the City one 25' x 25' potable water well site located on the Subject Property. The location of the well site shall be mutually agreed upon and shall be depicted on the Subject Property's site and development plan. The Owner shall not require the City to pay for the land used for said well site or charge the City for the water withdrawn from the well. The City shall be responsible for all costs associated with the installation of the well and related raw water transmission mains. The Owner shall convey to the City all easements necessary to access, construct and maintain the well site and transmission mains.

B. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of \$1,829.00 per equivalent dwelling unit ("EDU"). The extraordinary mitigation fee shall be adjusted each fiscal year by an amount based on the fluctuations of the Consumer Price Index, subject to certain limitations and requirements as set forth in Exhibit "B" to this agreement. For purposes of this agreement, the definition of equivalent dwelling unit is the same as the definition contained within the City Comprehensive Plan.

7. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, school, and road impact fees within the City. Development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.

8. TRAFFIC STUDY. The Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City.
9. ATTORNEY FEE REIMBURSEMENT. The Owner shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning this annexation and all related matters.
10. INDEMNITY. It is agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and save the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceedings.

The Owner further covenants and agrees to and with the City that if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply water, sewer and other utility services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, to waive any claim for a refund of ad valorem taxes levied by and paid to the City of Venice on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

11. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.
12. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial or appellate proceedings.
13. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the parties to this agreement.
14. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.
15. INCORPORATION INTO ORDINANCE. This agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City of Venice.
16. SEVERABILITY. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

1094.P

IN WITNESS WHEREOF, the City and the Owner set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

BY: 

ED MARTIN, MAYOR

ATTEST:



LORI STELZER, CITY CLERK

APPROVED AS TO FORM: 

ROBERT C. ANDERSON, CITY ATTORNEY

Approved By City Council

Date: 3/12/2005

WITNESSES:

Catharine A. Galle  
Cedric H. Siemer

OWNER: CALDWELL TRUST COMPANY,  
As TRUSTEEBY: TITLE: Roland G. Caldwell, Jr.  
President

STATE OF FLORIDA

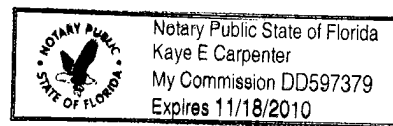
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me this 18<sup>th</sup> day of December, 2007,  
 by ROLAND G. CALDWELL, JR., who is personally known to me or who has  
 produced \_\_\_\_\_ (type of identification) as identification and  
 who did take an oath.

NOTARY PUBLIC

Sign Print KAYE E CARPENTER

State of Florida at Large  
 My Commission Expires



**EXHIBIT A****SUBJECT PROPERTY LEGAL DESCRIPTION**

All that portion of Tracts 226, 227, 228, 230, 231, 232 and 233, North Venice Farms, as per the Plat thereof recorded in Plat Book 2, Page 203, of the Public Records of Sarasota County, Florida, lying southerly and westerly of the westerly right-of-way line of Interstate 75 as recorded in Official Records Book 1202, Page 1127 of the Public Records of Sarasota County, Florida. Less the North 27 feet of the West 167 feet to the county for public right-of-way.



**EXHIBIT B****EXTRAORDINARY MITIGATION FEE EXTRACTION**

The extraordinary mitigation fee payments provided for in paragraph 6-B above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

# Previously Approved Documents

## PRE-ANNEXATION AGREEMENT

This agreement is made this 12th day of February, 2008, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and CALDWELL TRUST COMPANY, TRUSTEE OF THE DOUGLAS R. MURPHY REVOCABLE TRUST under Agreement dated May 19, 1983, as amended (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately forty-two (42) acres (hereinafter referred to as the "Subject Property") located in Sarasota County, Florida which is more particularly described by the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Owner has filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, the Owner has agreed to certain terms and conditions required by the City in order to gain approval of said petition and to adopt an ordinance annexing the Subject Property into the City; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest to be annexed subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and Owner agree as follows:

1. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.
2. LAND USE DESIGNATION. The Subject Property is designated Moderate Density Residential on Sarasota County's Future Land Use Map. The Owner shall petition the City, within one year of the City's adoption of an ordinance annexing the Subject Property into the corporate limits of the City, for an amendment to the City's Comprehensive Plan to include the Subject Property in the Plan and to assign the Subject Property an appropriate land use designation. Within one year of completion of the above required Comprehensive Plan amendment, the Owner shall petition the City to rezone the Subject Property to a district or districts under the Venice Zoning Code. No development orders shall be granted until the Subject Property is so rezoned. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances and regulations in force within the City.
3. CONCURRENCY EVALUATION NOT MADE; NO RELIANCE OR VESTED RIGHT. Nothing contained in this agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this pre-annexation agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owner acknowledges and agrees that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owner may rely or upon which the Owner can assert that a vested property right has been created. It is

specifically understood and agreed that a determination that adequate public facilities and services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.

4. EXTENSION OF WATER AND WASTEWATER UTILITY LINES. The Owner shall construct and pay the cost of extending and sizing all offsite and onsite potable water, reclaimed water, and wastewater utility pipelines adequate to serve the Subject Property as determined by the Utility Director and the City Engineer. All such work shall be performed in accordance with plans and specifications which have been approved through the City's construction permitting process. Fire flows shall be determined by the Fire Chief with the joint cooperation of the Utility Director and the City Engineer. Owner shall convey all such potable water, reclaimed water and wastewater pipelines and lift stations to the City together with such easements as may be required for access to and maintenance of said pipelines and appurtenances. Utilities conveyed to the City shall be accepted for maintenance in accordance with all applicable State and City codes and policies which shall be applied to both offsite and onsite utility improvements.
5. WATER AND WASTEWATER UTILITY CHARGES. The Owner shall pay all potable water, reclaimed water, and wastewater utility rates, fees, and charges, including any capital charges such as water plant capacity charges and wastewater plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's potable water, reclaimed water and wastewater utility systems.

6. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT.

- A. The Owner shall convey to the City one 25' x 25' potable water well site located on the Subject Property. The location of the well site shall be mutually agreed upon and shall be depicted on the Subject Property's site and development plan. The Owner shall not require the City to pay for the land used for said well site or charge the City for the water withdrawn from the well. The City shall be responsible for all costs associated with the installation of the well and related raw water transmission mains. The Owner shall convey to the City all easements necessary to access, construct and maintain the well site and transmission mains.
- B. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of \$1,829.00 per equivalent dwelling unit ("EDU"). The extraordinary mitigation fee shall be adjusted each fiscal year by an amount based on the fluctuations of the Consumer Price Index, subject to certain limitations and requirements as set forth in Exhibit "B" to this agreement. For purposes of this agreement, the definition of equivalent dwelling unit is the same as the definition contained within the City Comprehensive Plan.

7. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, school, and road impact fees within the City. Development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.



8. TRAFFIC STUDY. The Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City.
9. ATTORNEY FEE REIMBURSEMENT. The Owner shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning this annexation and all related matters.
10. INDEMNITY. It is agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and save the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceedings.

The Owner further covenants and agrees to and with the City that if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply water, sewer and other utility services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, to waive any claim for a refund of ad valorem taxes levied by and paid to the City of Venice on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.



11. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.
12. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial or appellate proceedings.
13. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the parties to this agreement.
14. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.
15. INCORPORATION INTO ORDINANCE. This agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City of Venice.
16. SEVERABILITY. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

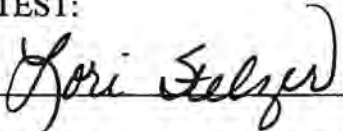
IN WITNESS WHEREOF, the City and the Owner set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

BY: 

ED MARTIN, MAYOR

ATTEST:



LORI STELZER, CITY CLERK

APPROVED AS TO FORM:



ROBERT C. ANDERSON, CITY ATTORNEY

Approved By City Council

Date: 2/12/2008

WITNESSES:

Catherine A. Galle  
Edmund A. Siemers

OWNER: CALDWELL TRUST COMPANY,  
As TRUSTEE

BY: [Signature]

TITLE: Roland G. Caldwell, Jr  
President

STATE OF FLORIDA

COUNTY OF SARASOTA

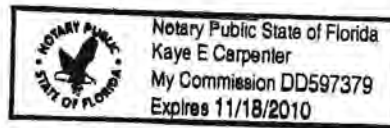
Sworn to (or affirmed) and subscribed before me this 18<sup>th</sup> day of December, 2007,  
by ROLAND G. CALDWELL, JR, who is personally known to me or who has  
produced \_\_\_\_\_ (type of identification) as identification and  
who did take an oath.

NOTARY PUBLIC

Sign Kaye E Carpenter

Print KAYE E CARPENTER

State of Florida at Large  
My Commission Expires



## **EXHIBIT A**

### **SUBJECT PROPERTY LEGAL DESCRIPTION**

All that portion of Tracts 226, 227, 228, 230, 231, 232 and 233, North Venice Farms, as per the Plat thereof recorded in Plat Book 2, Page 203, of the Public Records of Sarasota County, Florida, lying southerly and westerly of the westerly right-of-way line of Interstate 75 as recorded in Official Records Book 1202, Page 1127 of the Public Records of Sarasota County, Florida. Less the North 27 feet of the West 167 feet to the county for public right-of-way.

## **EXHIBIT B**

### **EXTRAORDINARY MITIGATION FEE EXTRACTION**

The extraordinary mitigation fee payments provided for in paragraph 6-B above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

**EXHIBIT - 8**

**Appendix A**



**AMENDED AND RESTATED**  
**JOINT PLANNING AND**  
**INTERLOCAL SERVICE BOUNDARY AGREEMENT**  
**BETWEEN**  
**THE CITY OF VENICE AND**  
**SARASOTA COUNTY**

This Amended and Restated Joint Planning and Interlocal Service Boundary Agreement (the "Agreement") is made and entered into this 26<sup>th</sup> day of October, 2010, by and between the City of Venice, a municipal corporation organized and existing under the laws of the State of Florida (the "City") and Sarasota County, a charter county and political subdivision of the State of Florida (the "County").

WHEREAS, in January 2007, the City and the County entered into a Joint Planning and Interlocal Service Boundary Agreement; and

WHEREAS, in December 2008, the Joint Planning and Interlocal Service Boundary Agreement was amended by the City and the County; and

WHEREAS, the City and the County desire to amend and restate the Joint Planning and Interlocal Service Boundary Agreement to eliminate certain Potential Annexation Areas, update the maximum densities in the Potential Annexation Areas in a manner consistent with the City's EAR-based amendments to its comprehensive plan, limit the City's ability to annex in a manner that creates enclaves, and to require that annexed areas be compact; and

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution. and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article



VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation Or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint, planning areas, especially for the purpose of annexation; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources and to agree on certain procedures for the timely

review and processing of development proposals within those areas; and

WHEREAS, the City and the County wish to identify lands within the existing City limits which will be subject to certain procedures and substantive standards during the development review process undertaken by the City; and

WHEREAS, the City and the County wish to identify lands within the unincorporated area of the County which will be subject to certain procedures and substantive standards during the development review process undertaken by the County; and

WHEREAS, the extension of City and County facilities and services can only be provided in prioritized phases if the process and timing of annexation and development review processes for certain designated areas of the City and County are clearly identified and jointly agreed upon in advance of the City and County capital planning, commitment, and expenditure; and

WHEREAS, Subsection 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act; and

WHEREAS, the agreement of the County to waive its rights to contest future annexations within a defined geographic area, pursuant to the conditions provided herein, and refrain from proposing or promoting any Charter amendment that negates the terms and conditions of this Agreement is a material inducement to the City to enter into this Agreement; and

WHEREAS, the agreement of the City to undertake annexation and joint planning efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, the City Council of the City, after consultation with its staff, has determined

that the lands included in the Joint Planning Area described herein may be necessary to reasonably accommodate urban growth projected in the City during the term of this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties, as evidenced by numerous existing Interlocal Agreements; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues relating to annexation and joint planning and wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution, the Sarasota County Home Rule Charter, the City of Venice Charter, and Chapters, 125, 163, 166 and 171, Florida Statutes (2009).

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.
2. Establishment of Joint Planning Area. To establish the means and process by which future annexations and planning activities will be accomplished, the City and the County (the "Parties") hereby establish a Joint Planning Area (JPA), depicted in Exhibit "A," attached hereto and incorporated herein by this reference. All areas specifically delineated, mapped and referenced in the legend on Exhibit A are within the JPA.
3. Limitation on Future Annexations by the City.

- A. The City will not annex any lands other than those designated as Potential Annexation Areas on Exhibit A hereto during the term of this Agreement. Potential Annexation Areas consist of land likely to be developed for urban purposes under the term of this Agreement and which are therefore appropriate for annexation by the City. Notwithstanding this provision, the County agrees that the City may annex enclaves, as defined in Chapter 171, Florida Statutes, in existence on the date of this Agreement.
- B. The City and County agree that the City shall provide notice to the County within twenty (20) days of receipt of any petition to annex properties within the JPA and include a report confirming consistency of the City's planned service delivery with the terms of this Agreement.
4. County Consent to Annexations by the City. If the annexation ordinances of the City are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any annexations by the City that annex lands within the Potential Annexation Areas unless the annexed property is not contiguous, as defined in Chapter 171, Florida Statutes, to a City boundary, not compact, or cannot be adequately and reasonably served by police and fire services, or is inconsistent with this Agreement.
5. Annexation of Lands Within the JPA: The City may annex lands within the JPA set forth in Exhibit A in accordance with this Agreement upon adoption of the comprehensive plan amendments required to implement this Agreement and upon the City's receipt of a petition for annexation from the persons who own the property proposed to be annexed and the property is contiguous, as defined in Chapter 171, Florida Statutes, to the

municipal boundaries of the city and the area to be annexed is compact. In addition, the City agrees that it will not create new or expanded enclaves within Potential Annexation Areas.

6. Land Use, Infrastructure and Environmental Agreements for Potential Annexation Areas.

A. Process for Incorporating Potential Annexation Areas into City Comprehensive Plan. Future land uses are identified herein and agreed to by the City and County

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for each of the areas within the Potential Annexation Areas set forth on Exhibit A.

These future land uses were examined during the City's comprehensive plan update pursuant to the Evaluation and Appraisal Report. During the process to update the comprehensive plan, the City and County agreed on future land use categories for the specific lands in each of the joint planning areas identified below as Potential Annexation Areas. The City adopted the future land uses as an overlay to its comprehensive plan. Specific policies addressing allocations of acreage, density, and intensity of development have been included for each future land use category set forth in Exhibit B. Once in effect, the overlay will serve to govern any future land use map amendments occurring after annexation. Prior to annexation, the County will not revise its future land uses to redesignate any Potential Annexation Area parcels to a use incompatible with the designations set forth in this Agreement or the overlay. The County is under no obligation to change the land use designations for any parcel designated as a Potential Annexation Area and in the event of a change in the land use will apply the land use category which most closely meets the requirements set forth in Paragraph B, below.

B. Agreements on parcels. The matrix set forth as Exhibit B and the following provisions are applicable to the land uses, water and sewer provider, timing of likely infrastructure availability, transportation improvements and environmental considerations of the areas within the JPA whether they are annexed by the City or are developed within the unincorporated area of the County:

- (1) Area 1 — Rustic Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (area abutting I-75 and extending approximately 0.73 mile northward and approximately 0.60 mile eastward of the intersection of I-75 and Cow Pen Slough) is 5 to 9 units per acre, calculated on a gross area basis. The land use adopted for Subarea 2 (area abutting Knights Trail Road and extending approximately 0.75 mile westward of Knights Trail Road) is up to 5 units per acre. Up to 50% of the acreage in Area 1 will be allowable for nonresidential (retail, office space, industrial and manufacturing) uses. The total square footage of non-residential uses allowed in this area shall not exceed a floor area ratio (FAR) of 2.0. Development shall be served by City water and sewer. The Party with jurisdiction over the development application will require transportation improvements to the intersection of Knight's Trail and Rustic Lane to meet County standards and to be provided by the developer.
- (2) Area 2A: - Auburn Road to I-75 Neighborhood: The land use adopted in the Venice Comprehensive Plan for this area is a maximum of 3 units per acre, calculated on a gross acreage basis. Up to 10% of the acreage in Area 2 will be allowable for accessory nonresidential (retail, office, and commercial) uses.

The square footage of the accessory nonresidential uses allowed in this Area shall not exceed a 0.25 FAR. Development shall be served by City water and sewer.

- (3) Area 2B- 1-75 to Jacaranda Boulevard: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (north of Ewing Drive) is a maximum of 9 units per acre, calculated on a gross acreage basis. The land use adopted for Subarea 2 (south of Ewing Drive and north of Curry Creek) is 13 units per acre, calculated on a gross acreage basis. The land use adopted for Subarea 3 (south of Curry Creek) is 18 units per acre, calculated on a gross acreage basis. Up to 50% of the acreage in this sector will be allowable for nonresidential (retail, office space, industrial and manufacturing) uses. The total square footage of nonresidential uses allowed in this Area shall not exceed a 2.0 FAR. Development shall be served by City water and County sewer. The Party with jurisdiction over the development application shall require that right of way be dedicated by the developer for improvements to Jacaranda Boulevard and be completed with appropriate contributions from the developer consistent with the standards in the County's land development regulations.

- (4) Area 3 — Border Road to Myakka River Neighborhood: The land use adopted in the Venice Comprehensive Plan for Subarea 1 (west of North Jackson Road) is a maximum of 5 units per acre, calculated on a gross area basis. The land use adopted for Subarea 2 (east of North Jackson Road) is a maximum of 3 units per acre, calculated on a gross area basis. Development shall be served by City

water and County sewer. The Party with jurisdiction over the development application shall require that transportation improvements including the extension of Jackson Road from Border Road to Laurel Road as a two-lane facility will be required to be provided by the developer consistent with the standards in the County's land development regulations. The City will support the acquisition of conservation interests in properties along the Myakka River, or where they are not acquired, require a Conservation Easement for annexed properties along the Myakka River.

- (5) Area 4 — South Venice Avenue Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 7 units per acre, calculated on a gross acreage basis. Up to 33% of the acreage will be allowable for nonresidential (retail, office and commercial) uses. The square footage of nonresidential uses allowed in this Area shall not exceed a 1.5 FAR. Development shall be served by City water and sewer. Interconnections between City and County water and sewer facilities shall be evaluated. The Party with jurisdiction over the development application shall require necessary transportation improvements including a neighborhood roadway interconnection to Hatchett Creek Boulevard to be provided by the developer.

- (6) Area 5 — Laurel Road Mixed Use Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 8 units per acre, calculated on a gross acreage basis. For Subarea 1 (north of the proposed connection between Laurel Road and the proposed Honore Avenue extension),



up to 33% nonresidential acreage shall be allowed.. For Subarea 2 (south of the proposed connection between Laurel Road and the proposed Honore Avenue extension), up to 50% nonresidential acreage shall be allowed. For Subarea 3 (south of Laurel Road), up to 100% nonresidential acreage is allowed. The square footage of nonresidential uses allowed for each subarea shall not exceed a 2.0 FAR. Development shall be served by County water and sewer. The Party with jurisdiction over the development application shall require that transportation improvements shall be consistent with the proposed Pinebrook/ Honore Road Extension alignment as depicted on the County thoroughfare plan and be constructed with appropriate contributions from the developer consistent with the County's land development regulations.

- (7) Area 6 — Pinebrook Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 3 units per acre, calculated on a gross acreage basis. Nonresidential uses shall not be permitted in this Area. Development shall be served by City water and sewer. The Party with jurisdiction over the development application shall require dedication of right of way for future four-laning of Pinebrook Road if the City and County agree that such an improvement is necessary. The improvement shall be constructed, with appropriate contributions from the developer, consistent with the standards in the County land development regulations.
- (8) Area 7 — Auburn Road Neighborhood: The land use adopted in the Venice Comprehensive Plan for this Area is a maximum of 5 units per acre.

Nonresidential uses shall not be permitted in this Area. Development shall be served by City water and sewer.

- (9) Area 8 — Gulf Coast Boulevard Neighborhood: The maximum residential density adopted in the Venice Comprehensive Plan for this Area shall not exceed 3.5 units per acre, calculated on a gross acreage basis. Development shall be served by City water and sewer.

7. Intergovernmental Review and Coordination.

- A. Coordination of Developments of Extrajurisdictional Impacts. The City and County agree that the impacts of certain development, herein referred to as Developments of Extrajurisdictional Impacts, in close proximity to the municipal boundaries of the City, whether within the City limits or in the unincorporated area of the County, require close coordination between the Parties in order to assure the orderly and efficient provision of public facilities and services and compatibility of land uses.
- B. Developments of Extrajurisdictional Impact, defined. "Development of Extrajurisdictional Impact" shall have the following meaning: any development within the Joint Planning Area set forth on Exhibit A hereto that either results in the creation of more than-twenty-five (25) dwelling units or 25,000 square feet of non-residential building area or the consumption of five percent (5%) of the remaining, available capacity of an affected roadway.
- C. Coordination of County Planning Activity. The County will give the City Planning Director, or designee, written notice of the following matters or applications that relate to Developments of Extrajurisdictional Impacts, as defined above, located

within the unincorporated area of the County depicted on Exhibit A hereto:

- (1) Comprehensive Plan Amendments;
- (2) Rezoning; or
- (3) Special exceptions.

D. Development Proposals within the City's Jurisdiction. The City will give the

County Planning Director, or designee, written notice of the following matters or applications that relate to Developments of Extrajurisdictional Impacts, as defined above, located within the municipal boundaries of the City depicted on Exhibit A hereto:

- (1) Comprehensive Plan Amendments;
- (2) Rezoning; or
- (3) Special exceptions.

E. Process for Coordination of Developments of Extrajurisdictional Impacts. The Parties will adhere to the following process in order to facilitate intergovernmental coordination regarding Developments of Extrajurisdictional Impact:

- (1) Not later than thirty (30) days after receiving the application, and in no event less than thirty (30) days prior to any public hearing on a proposed Development of Extrajurisdictional Impact, the Party with approval authority (the "Approving Party") will transmit the application packet for the proposed development, including all back-up material, to the other Party (the "Reviewing Party").
  - a. The Approving Party will transmit any substantive changes to the application packet made during the review process to the Reviewing

Party within five (5) business days of its receipt by the Approving Party.

- b. The Reviewing Party will transmit comments within twenty (20) working days of receipt of the item(s) listed in subparagraphs C. 1, 2, and 3, and D.1, 2, and 3, above. If the Reviewing Party does not respond in writing within twenty (20) working days, then it is deemed to have no recommended conditions for inclusion in the comprehensive plan amendment, rezoning, or special exception.
- c. The Parties agree to take reasonable steps to facilitate the review process set forth herein.

(2) Agreement to Incorporate Conditions.

- a. The City's recommendation to the City Planning Commission and City Council to approve, approve with conditions, or deny a proposed Development of Extrajurisdictional Impact will set forth all County-proposed stipulations that are based on adopted County standards, neighborhood and community plans, industry standards, or common agreement between the City and County.
- b. The County's recommendation to the County Planning Commission and County Commission to approve, approve with conditions, or deny a proposed Development of Extrajurisdictional Impact will set forth all City-proposed stipulations that are based on adopted City standards, neighborhood and community plans, industry standards, or common agreement between the City and

County.

F. Approval of Reviewing Party Not Required.

Notwithstanding the provisions set forth in Section 7. E. (2) hereof, unless otherwise specified herein in Paragraphs 6 and 10, the Parties will not construe any provision of this Agreement to require:

- (1) City approval of the County's planning activities or of Developments of Extrajurisdictional Impact within the unincorporated area of the County; or
- (2) County approval of the City's planning activities, or of Developments of Extrajurisdictional Impact within municipal boundaries of the City.

8. Areas of Infrastructure Coordination: Within the JPA as designated on Exhibit A hereto, the Parties agree to coordinate and cooperate with each other to ensure the efficient provision of infrastructure within these areas and will endeavor to achieve parity in the location of public facilities and services. The Parties will investigate possible system interconnections, co-location of facilities and joint financing and construction of regional infrastructure.

9. Alternative Dispute Resolution.

- A. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.
- B. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary

injunction, or otherwise to preserve a legal or equitable right, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- C. After transmittal and receipt of a notice specifying the areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.
- D. If discussions between the Parties fail to resolve the dispute within sixty (60) days of the notice describe in subparagraph A, above, the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, the City Shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sarasota County, Florida. The mediation contemplated by this Section is intended to be an informal and non- adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.
- E. If the Parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either Party may terminate the settlement discussions

by written notice to the other Party.

F. Either Party must initiate litigation or move to end the abatement specified in Paragraph B, above, within thirty (30) days of the notice terminating the settlement discussions or such action is barred. Resolution by failure to initiate litigation shall not be considered to be acceptance of the interpretation, position or performance of the other Party in any future dispute.

G. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

10. Agreement on Additional Substantive Standards and Issues:

In addition to the matters set forth above, the Parties agree to the following additional substantive standards and issues:

A. Each party agrees that as a part of its review of development applications within the Joint Planning Areas set forth in Exhibit A it will apply its own comprehensive plan policies, land development regulations and methodologies to assess the impacts on the public facilities for which it is financially responsible. In addition, the application will be provided to the other party which will conduct a concurrency review based on its comprehensive plan policies, land development regulations and methodologies to address impacts to public facilities which are its financial responsibility. Any concurrency approval will incorporate the results of both reviews.

B. Right of way for roadways that are designated as future thoroughfares shall be dedicated to the City or the County or their respective designees, as applicable, and construction and maintenance responsibilities for the roadways will be assigned to development interests unless otherwise mutually agreed by the Parties.

- C. Any development authorized by the County within an enclave shall be conditioned upon a requirement that development shall connect to City utilities as they become available.
- D. The Parties will evaluate regional water supply sources, interconnections and joint storage facility locations.
- E. The Parties will support protection of the Myakka River corridor through the implementation of the Myakka Wild and Scenic River Management Plan and will prohibit new or increased access of motorized watercraft to the River within the Joint Planning Areas set forth in Exhibit A. Buffers for new developments within the Myakka River Protection Zone shall be a minimum of two hundred twenty (220) feet.
- F. The City commits to continue to participate in development and implementation of the Habitat Conservation Plan with the County.
- G. The Parties agree that the County's Manatee Protection Plan requirements shall apply to the areas of the Myakka River located within the Joint Planning Areas set forth in Exhibit A.
- H. The City agrees to enforce any lawful conditions imposed by the County in conjunction with the issuance of land use and development permits within an annexation area unless and until such conditions are modified, changed and/or deleted through the City's comprehensive plan and land development regulations. The County will serve a consultative role to provide assistance in enforcement action if requested by the City.
- I. The City agrees to use the County land use compatibility principles during the review of each zoning petition for any parcel located within the Joint Planning



Areas set forth on Exhibit A and on properties within the City adjoining such areas.

Within the Coordination and Cooperation Areas set forth on Exhibit A, the County agrees not to revise its future land uses prior to confirmation of compatibility by the City. The land use compatibility reviews referenced above shall include an evaluation of land use density, intensity, character or type of use proposed, and an evaluation of site and architectural mitigation design techniques. Potential incompatibility shall be mitigated through techniques including, but not limited to: (i) providing open space, perimeter buffers, landscaping and berms; (ii) screening of sources of light, noise, mechanical equipment, refuse areas, delivery areas and storage areas; (iii) locating road access to minimize adverse impacts, increased building setbacks, step-down in building heights; and (iv) increasing lot sizes and lower density or intensity of land use.

- J. The Parties agree to undertake a review and evaluation of operational and maintenance responsibilities of transportation facilities located within City limits.
- K. The Parties agree to cooperate on the preparation and implementation of any neighborhood or community plans within the areas subject to this Agreement.
- L. The Parties agree to establish and maintain wildlife corridors and coordinate with the state and federal wildlife agencies when reviewing development proposals within the Joint Planning Areas set forth in Exhibit A.
- M. In the event that any modifications to permits of the Southwest Florida Water Management District are necessary to reflect changes in the entity responsible for managing surface water under such permits as a result of annexation, the Parties agree to jointly pursue such amendment within thirty (30) days of the annexation.

N. For purposes of this Agreement, "Conservation" includes, but is not limited to, wetland and upland habitat protection and management, establishing and maintaining habitat and wildlife corridors, establishing and maintaining environmental buffers, and providing for limited improvements to facilitate passive recreation. Conservation areas shall be designated on master, preliminary and final plans (or their equivalent), and site development plans, and shall be protected in perpetuity.

11. Other Rights and Agreements.

A. Other Rights. Nothing in this Agreement precludes either the City or the County from exercising its rights pursuant to Chapters 380, Florida Statutes, to challenge any regional impact development order.

B. Other Contemporaneous Agreements. The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the City and County in effect as of January 9, 2007.

12. Notice to Parties.

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sarasota County  
Attn: County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

If to the City:

City of Venice  
Attn: City Manager  
401 West Venice Avenue  
Venice, FL 34285

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

13. Discharge.

This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

14. Validity of Agreement.

The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right or defense based on a claim of illegality, invalidity, or unenforceability of any nature. The City hereby represents, warrants and covenants to and with the County that this Agreement has been validly approved by the Venice City Council at a public hearing of the Venice City Council held pursuant to the provisions of Section 163.3171(3), Florida Statutes, and Chapter 171, Part II, Florida Statutes, that it has been fully executed and delivered by the City, that it constitutes a legal, valid and binding

contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The County hereby represents, warrants and covenants to and with the City that this Agreement has been validly approved by the Sarasota County Board of County Commissioners at a public hearing of the Board held pursuant to the provisions of Section 163.3171(3), Florida Statutes, that it has been duly executed and delivered by the County, that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

15. Enforcement.

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.

16. Covenant to Enforce.

If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

17. Term and Review.

A. Original Term. This Agreement shall take effect upon its filing with the Clerk of the Circuit Court of Sarasota County and, unless amended or extended in accordance with

its terms, shall expire on June 30, 2032.

B. Extension: This Agreement shall be automatically extended past the original term for one additional ten (10) year term unless either the City or the County, as the case may be, delivers a notice of non-renewal to the other Party at least one hundred eighty (180) days prior to the expiration of the original term of this Agreement. If it is extended for an additional ten (10) year term, this Agreement shall be automatically extended for one additional five (5) year term unless either the City or the County, as the case may be, delivers a notice of non-renewal to the other Party at least one hundred eighty (180) days prior to the expiration of the ten (10) year extension. A Party delivering such a notice of non-renewal as aforesaid may, in such Party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the original term or any extended term of this Agreement.

C. Review. During the comprehensive plan Evaluation and Appraisal Report review process required by Chapter 163, Florida Statutes, each Party will review the terms of this Agreement and consider amendments, as necessary.

D. If the law does not allow this Agreement to have the term set forth above, then the term shall be twenty (20) years or the maximum term of years allowed by law, whichever is greater, and at least eighteen (18) months before the expiration of the twenty (20) year term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement.

18. 19. Amendment. Amendments may be proffered by either Party at any time.

Proposed amendments shall be in writing and must be approved by a majority of the boards of both Parties or shall be considered not adopted.

19. Future Charter Amendments: The Parties agree that in the event the Sarasota County Charter is amended to require a joint planning agreement or similar agreement as a condition for future annexations or to otherwise provide restrictions or conditions on planning, design or regulatory functions and prerogatives currently within the authority of municipalities located in Sarasota County, that this Agreement shall constitute full compliance with such a requirement. The County agrees to provide the City with notice and an opportunity to provide charter amendment language sufficient to accomplish this purpose. During the term of this Agreement, Sarasota County shall not propose or adopt any charter amendment that negates the terms and conditions of this Agreement.
20. Subsequent Legislative Enactments. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature.
20. Miscellaneous.
- A. Entire Agreement. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
- B. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida.

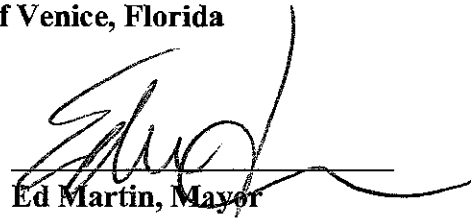
C. Compliance with Chapter 171, Part H, Florida Statutes. The Parties agree that this Agreement also meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties agree that pursuant to Section 171.204, Florida Statutes, the restrictions on the character of land that may be annexed pursuant to Chapter 171, Part I, Florida Statutes, shall not be restrictions on land that may be annexed in accordance with this Agreement provided that such land is contiguous, urban in character, and compact and otherwise meets the terms and conditions of this Agreement.

21. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**IN WITNESS WHEREOF**, the CITY OF VENICE, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Venice City Council, and SARASOTA COUNTY, FLORIDA has caused this Agreement to be executed by its Chair and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

**City Council  
City of Venice, Florida**

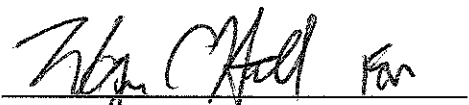
**By:**

  
Ed Martin, Mayor

**ATTEST:**

  
Lori Stelzer, City Clerk

**Approved as to form and Execution:**

**By:**   
Robert C. Anderson, Attorney for  
the City of Venice, Florida



**Board of County Commissioners  
Sarasota County, Florida**

By:


  
**Joseph A. Barbetta, Chair**

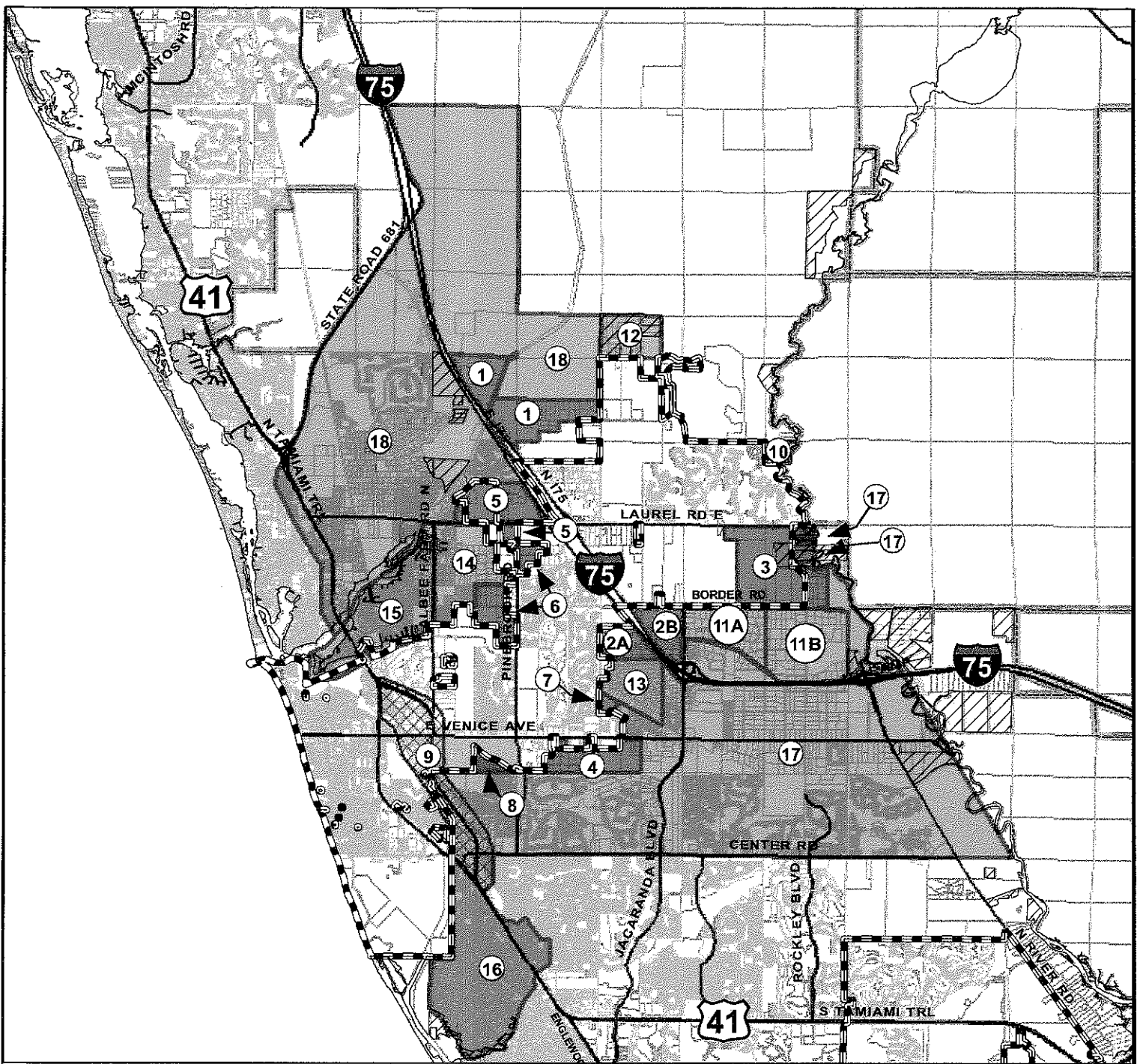
**ATTEST:**

  
**Deputy Clerk**

**Approved as to form and Execution:**





By:

  
**County Attorney**



## JOINT PLANNING AREA

### Legend

-  POTENTIAL ANNEXATION AREAS
-  POTENTIAL COORDINATION/COOPERATION AREA (NO ANNEXATION)
-  EXISTING JOINT PLANNING STUDY
-  ESLPP PROTECTION PRIORITY SITE

NOTE: Area 6 clarification arrow added 5/20/08; additional clarifications made October 2010: four areas (former areas 4, 9A, 9B and 10 deleted from Potential Annexation Area (Green Areas) and added to Potential Coordination/Cooperation (Blue Areas as areas 10, 11A, 11B and 12 [all other areas renumbered accordingly]).

October 7, 2010 N:\Growth Management\USER\rbush\ANNEXATION\Ph2010\VENICE\_PlanningAreaAmended10-2010.mxd

A-27

### EXHIBIT A

(to the Agreement)

PREPARED BY SARASOTA COUNTY  
PLANNING AND DEVELOPMENT SERVICES  
PLANNING SERVICES - GIS  
OCTOBER 2010



**Exhibit B**

**City of Venice -Sarasota County  
Joint Planning Agreement Matrix**

POTENTIAL ANNEXATION AREAS (Green Areas on Exhibit A)							
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#1 (Rustic Road)	489	County Semi-Rural	Subarea 1: 5 to 9 d.u./ac. Subarea 2: 5 d.u./ac. 3 d.u./ac.	Intersection Improvements on Knight's Trail	City Water and Sewer	No Issues Identified	6 - 15
#2A (Auburn Road to I-75)	176	County Moderate Density Residential		No Issues Identified	West of I-75, City Water and Sewer	No Issues Identified	1 - 10
#2B (I-75 to Jacaranda Boulevard)	175	County Semi-Rural, Commercial	Subarea 1: 9 d.u./ac. Subarea 2: 13 d.u./ac. Subarea 3: 18 d.u./ac.	Require ROW Dedication for Jacaranda Blvd.	East of I-75, City Water and County Sewer	No Issues Identified	1 - 10
#3 (Border Road to Myakka River)	629	County Semi-Rural	Subarea 1: 5 d.u./ac. Subarea 2: 3 d.u./ac.	Extend Jackson Road from Border Road to Laurel Road as two-lane facility	City Water and County Sewer	City will support purchase or require conservation easement along River	6 - 20
#4 (South Venice Avenue)	239	Commercial, Medium Density Residential	7 d.u./ac.	Potential Neighborhood Roadway Interconnection to Hatchett Creek Road	City Water and Sewer, Evaluate interconnections	No Issues Identified	1 - 10
#5 (Laurel Road Mixed Use)	296	County Moderate Density Residential, Medium Density Residential, Mixed Use	8 d.u./ac.	Maintain Consistency with Pinebrook / Honore Road Extension	County Water and Sewer	No Issues Identified	1 - 15

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.

POTENTIAL ANNEXATION AREAS (Green Areas on Exhibit A)						
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental
#6 (Pinebrook Road)	232	County Moderate Density Residential	3 d.u./ac.	ROW for future four-laning of Pinebrook. Note: environmental and FCT funding issues with going in after the fact and running road further south. However, there is not a need for improvement given current traffic volumes.	City Water and Sewer	No Issues Identified
#7 (Auburn Road)	25	County Moderate Density Residential	5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified
#8 (Gulf Coast Boulevard)	33	County Moderate Density Residential	3.5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified
						Timing of Infrastructure Availability (Years)
						1 - 15
						1 - 5
						N/A (existing)

EXISTING JOINT PLANNING STUDY (Red Hatched Areas on Exhibit A)						
Location	Approx. Acreage	Existing County Future Land Use	Maximum Allowable Density per City of Venice Comprehensive Plan (Adopted 2010)	Transportation	Water and Sewer	Environmental
#9 (US 41 Bypass)	732	N/A	N/A	City and County support US 41 Bypass widening	City and County Water and Sewer within each respective jurisdiction	N/A within this JPA
						Timing of Infrastructure Availability (Years)
						N/A within this JPA

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.

POTENTIAL COORDINATION / COOPERATION AREA (NO ANNEXATION - Blue Areas on Exhibit A)							
Location	Acreage	Existing County Future Land Use	Expected Continuing County Future Land Uses	Transportation	Water and Sewer	Environmental	Timing of Infrastructure Availability (Years)
#10 (Venice Myakka River)	52	County Rural	Rural	No Issues	County Water and Sewer	City will support conservation easement along River	1 - 5
#11A (Border/Jacaranda Boulevard)	307	County Major Employment Center, Rural	County Major Employment Center, Rural	Maintain Interconnections with Grid Network	County Water and Sewer	No Issues identified	10 - 25
#11B (Border Road/Curry Creek)	551	Rural	Rural	Maintain Interconnections with Grid Network; Include the extension of Jackson Road	County Water and Sewer	No Issues identified	10 - 25
#12 (Laurel Oaks Road)	250	County Rural	Rural	No Issues identified	County Water and Sewer	City will support	6 - 15
#13 (Venice Acres)	274	Low Density Residential, Medium Density Residential	Low Density Residential, Medium Density Residential	No Issues identified	County Water and Sewer	No Issues identified	6 - 10
#14 (Albee Farm East)	468	Low Density Residential, Moderate Density Residential	Low Density Residential, Moderate Density Residential	No Issues identified	County Water and Sewer	No Issues identified	1 - 10 water, 10 - 20 sewer
#15 (Albee Farm West)	803	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	No Issues identified	County Water and Sewer	No Issues identified	1 - 10 water, 10 - 20 sewer
#16 (South Venice)	1241	Moderate Density Residential, Commercial	Moderate Density Residential, Commercial	No Issues identified	County Water and Sewer	Alligator Creek is an impaired water body requiring a basin management action plan.	1 - 10
#17 (East Venice)	7417	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial, Major Employment Center, Office - Multi-Family, Government Use	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial, Major Employment Center, Office - Multi-Family, Government Use	No Issues identified	County Water and Sewer	No Issues identified	unable to determine
#18 (2050 Village)	7518	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	Low Density Residential, Moderate Density Residential, Medium Density Residential, Commercial	No Issues identified	County Water and Sewer	No Issues identified	unable to determine

Note: Area 5 and 6 size clarifications made Nov. 12, 2008; additional clarifications made October 2010 include: (1) four areas (former areas 4, 9A, 9B and 10) deleted from Potential Annexation (Green Areas on Exhibit A) and added to Potential Coordination/Cooperation (Blue Areas on Exhibit A) as areas 10, 11A, 11B and 12 with revised utility and environmental commitments; (2) name changes to reflect City of Venice Comprehensive Plan; and (3) revised acreages to reflect approximations.