

PROJECT NARRATIVE

City of Venice Fire Station #2 Relocation

The City is voluntarily requesting annexation of Parcel ID 0412060001 in order to construct a replacement for the existing Fire Station #2. The proposed Zoning is Government and the Proposed FLUM Designation is Government. The proposed fire station is in conformance with the proposed City zoning and future land use designations.

Neighborhood Workshop

Summary of Neighborhood Workshop

January 25, 2023

Annexation, Comprehensive Plan Amendment and Rezone – Fire Station #2

Meeting called to order at 5:01 by Kathleen Weeden, City Engineer

Exhibits:

1. Aerial showing subject site
2. Existing and Proposed Future Land Use Map
3. Existing and Proposed Zoning Map
4. FEMA Firm Map

Handout: Informational Handout with general information regarding location of parcel and necessary land use applications.

Introductions:

Kathleen Weeden, City Engineer
Roger Clark, Planning & Zoning Director
Fire Chief Frank Giddens

Summary of the Applications: Annexation of property, comprehensive plan amendment and rezone from Sarasota County Zoning District OUE to City of Venice Government.

The meeting started at 5:01 p.m. Ms. Weeden introduced members of staff and Mr. Clark discussed the future land use of the subject property. The property will be annexed, rezoned, and the future land use changed. The subject property will be rezone to government use and the comprehensive plan amendment will change the land use to government use. There will also be a site & development plan petition. Chief Giddens described the project for the fire department and emergency operations support center. Fire station 2 is currently too close to fire station 1, and it is in flood zone AE. There will be barriers and buffers for the lights and sirens. Mr. Clinch discussed the process of choosing the subject property.

Questions:

1. How many EMS units are going to be at the station?

Mr. Giddens said there will be two ambulances, one fire engine and one battalion.

2. Will there be the ability to add additional engines?

Mr. Giddens said the station will be able to hold additional engines. Mr. Clinch discussed the need for a modern fire station and headquarters.

3. Do the engines pull out of the station without sirens and lights?

Mr. Giddens said there is not a requirement to always use the sirens, but safety is the priority.

4. Will the new station have an impact on insurance rates?

Mr. Giddens said that we have an ISO rating of 2, so it should lower the premium on insurance rates.

5. Why didn't the city find a different location?

Mr. Giddens said several different parcels were looked at and that many factors were considered such as the cost of the land. There was an increase in calls from approximately 3200 to over 9000. There were not a lot of parcels available.

6. Does the fire house need 5 acres of land?

Mr. Giddens said the fire station 2 will also support the EOC next door and will be able to maintain continuity of operations.

7. Can there be a joint use pond between the fire station and the church?

Mr. Clinch said sharing resources is something the City will consider. The project is in the infant stage, design will take approximately one year, and the project is the number one project for City Council. Mr. Lavalley discussed the site, population density and response time. The police station budget was reduced and it affected the EOC center. The fire station will support the EOC.

8. What is the time table?

Mr. Lavalley said it will possibly be two years.

9. Does the fire station operate outside of the city limits?

Mr. Giddens said there are mutual agreements with the county to assist with the county.

10. Were there any other potential locations?

Mr. Giddens said there was not any other location. Mr. Clinch said there was residential everywhere and this was the only viable site.

The meeting ended at 5:51 p.m.



PHOTO PROVIDED BY VENICE THEATRE

DC's Reflecting Fools, the reincarnation of the old Capitol Steps, will perform at the Venice performing Arts Center Sunday and Monday.

Former members of Capitol Steps return

Concert series brings back political humor

By LAURIE COLTON
GUEST WRITER

VENICE — After Hurricane Ian severely damaged its main stage Jervy Theatre and wreaked havoc on its concert schedule, Venice Theatre is delighted to announce its next concert.

A popular favorite with a new name will perform for two shows only at 2 p.m. on Sunday, and at 7:30 p.m. Monday, at the Venice Performing Arts Center, located on Venice High School's campus.

What happens when Washington, D.C.'s premiere, political satire group — The Capitol Steps — calls it quits after nearly 40 years? Most folks would agree that it was a great run, and the story would end there.

But an intrepid group of cast members and a co-writer would not go quietly into that good night. This band of fools reflected on a world without musical, political satire, and didn't like what they saw.

And just like that, D.C.'s Reflecting Fools was born.

While foolish enough to embark on this new journey, they were smart enough to not reinvent the wheel.

Fast-paced, laugh out loud show ... check.

Equal opportunity offenders ... check.

Skewering both sides of the aisle ... check.

The Reflecting Fools cast has a combined 60-plus years of experience on stages across the nation and are every bit the show professionals audiences have come to expect. They promise to "give you a memory that will last a lunch time."

The Capitol Steps have closed their doors forever. But their spirit, irreverence and D.N.A. lives on with D.C.'s Reflecting Fools.

Cast members include Jon Bell, Kevin Corbett, Nancy Dolliver, Tara Gesling and Jack Rowles. The musical director is Howard Breitbart. The executive producers are Michael Pauken and Jack Rowles.

Tickets are \$60-\$65 and are available online at VeniceTheatre.org or by calling Venice Theatre's box office at 941-488-1115.

Orlando Museum displays pictures of Ukrainian courage

FROM ORLANDO MUSEUM OF ART

ORLANDO — From the frontlines of the war in Ukraine, "Relentless Courage," a collection of images from world-class photographers, captures the humanity, perseverance, and determination of Ukraine's fight for freedom and independence against all odds.

"'Relentless Courage' vividly documents what has become the most consequential war in Europe since 1945. It records the epic struggle and terrible sacrifice of a free people who are resisting tyranny at any cost," said Hansen Mulford, chief curator for the Orlando Museum of Art.

This is the second time the exhibition will be displayed, previously shown at the Ukraine House, a nonprofit arts and cultural center in Washington, DC.

The exhibition is presented by the Ginsburg Family Foundation, a first-time partnership between the foundation and the Orlando Museum of Art.

"We are honored to be a part of bringing this powerful exhibit to the Orlando community," said Alan H. Ginsburg, chairman of the foundation. "It is a sobering reminder of our shared humanity when freedom and human rights are under siege by a tyrannical government.

"We stand with the Ukrainian people and are grateful to these brave photojournalists documenting the truth as a witness to the world."

The exhibition includes the work of five award-winning women photojournalists who are also featured in the photographic essay book of the same name. Published by Blue Star Press, sales of the book help support the work of combat photojournalists in Ukraine.

Blue Star Press also contributed books to the Ukraine House.

"This is an incredible opportunity for the Orlando Museum of Art to have a global impact," said interim chief operating officer Joann Walfish. "Millions of people's lives have been torn apart by terror and destruction. We must stand with them and show them they have not been forgotten."

The exhibition will open with a VIP reception on Jan. 20. All proceeds



PHOTO PROVIDED BY ORLANDO MUSEUM OF ART

Just one image from the many images of the ongoing war in Ukraine and its devastating effects on the people of that country. Images like this will be displayed at the Orlando Museum of Art beginning on Jan. 21.

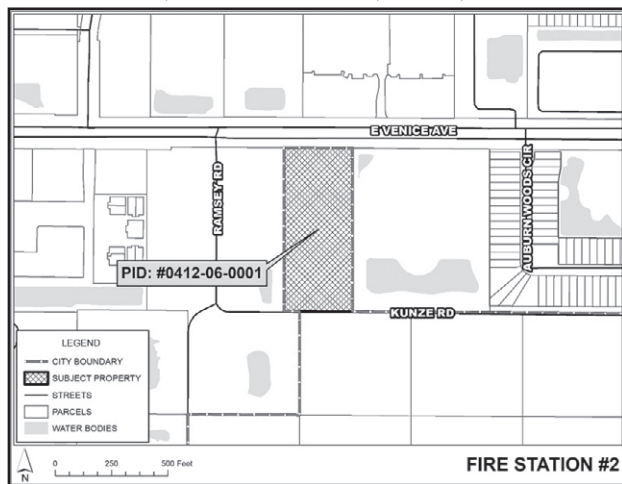
from the opening reception will be donated to Ukrainian charities. The exhibition opens to the public on Jan. 21, and will be installed through March 26.

The Orlando Museum of Art is open Tuesday through Sunday. For hours and admission information, visit: omart.org/visit/tickets

CITY OF VENICE Public Notice

A public workshop will be held to discuss a proposed Annexation, Zoning Amendment and Comprehensive Plan Amendment for the Relocation of Fire Station 2. Subject property consists of one 5.07 +/- acre parcel (Parcel ID #0412-06-0001) owned by the City of Venice and located on the south side of E. Venice Avenue between Ramsey Road and Auburn Cove Road in Venice, FL 34285. This is not a public hearing. The purpose of the workshop is to inform the neighboring residents of the nature of the project and to solicit suggestions and comments.

The workshop will be held on Wednesday, January 25th, 2023, at 5:01 PM, at Venice City Hall, Council Chambers, 401 W. Venice Ave, Venice, FL 34285.



Publish: January 7, 2023

adno=3873464-1

SEMINARS – ALL ABOUT ANNUITIES

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Thursday, January 12th • 11:00 AM
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Tuesday, February 7th • 11:00 AM

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13131 Tamiami Trail, Port Charlotte



Wednesday, January 11th • 11:00 AM
Tuesday, January 24th • 11:00 AM
Wednesday, February 8th • 11:00 AM

HOTEL VENEZIA
425 US 41 ByPass N, Venice

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Complimentary Meal to follow the Seminar



Here are some of the topics we will be covering:

- Understanding the advantages & disadvantages of the different types of annuities and which ones may be right for you.
- Learn how insurance companies calculate the returns of Equity Index Annuities; Caps, Spreads, Margins and Participation Rates. Beware of moving parts!
- What is the 59 1/2 penalty rule and the 60 day rule regarding distributions?
- How to obtain guaranteed future income without annuitizing, while potentially locking in market gains. Subject to claims paying ability of insurance company and certain fees may apply.
- Who should be the beneficiary of an annuity?
- Annuities and estate planning implications. How to maximize value to your heirs.

"If you are considering purchasing an annuity or currently own an annuity, this is a beneficial presentation."

Attend This Comprehensive Seminar for a Review of Annuities, especially with fixed rates so high.

Investors should carefully consider the investment objectives, risks, charges and expenses of variable annuities and the underlying funds before investing. This and other information can be found in the prospectus for the variable annuity and the prospectuses for the underlying funds, which can be obtained by calling 941-412-1199. Please read them carefully before you invest.



**PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF SARASOTA**

Before the undersigned authority personally appeared Melinda Prescott, who on oath says that she is the Legal Advertising Representative of the Sun Newspapers, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

01/07/23

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said Venice Gondolier Sun is a newspaper published at Venice, in said Sarasota County, Florida, and that the said newspaper has theretofore been continuously published in said Sarasota County, Florida, each Wednesday & Saturday and has been entered as Second-Class mail matter at the Post Office in Venice, in said Sarasota County, Florida, for a period of 1-year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

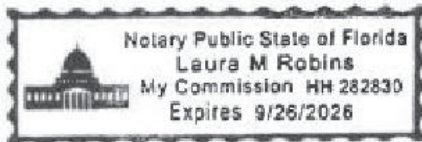
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this 22nd day of February, 2023

Laura M Robins

(Signature of Notary Public)



Personally known OR Produced Identification




CERTIFICATION

I, Kelly Michaels, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that a first-class mailing was made to the parties listed herein, being **182** in number, and which postcards were deposited in the Venice Post Office, Venice, Florida, by the City Clerk or her appointed designee, on this date. This mailing is relative to **Public Workshop Notice, 1545 E Venice Avenue.**

WITNESS my hand and the official seal of said city this **4th** day of **January 2023.**

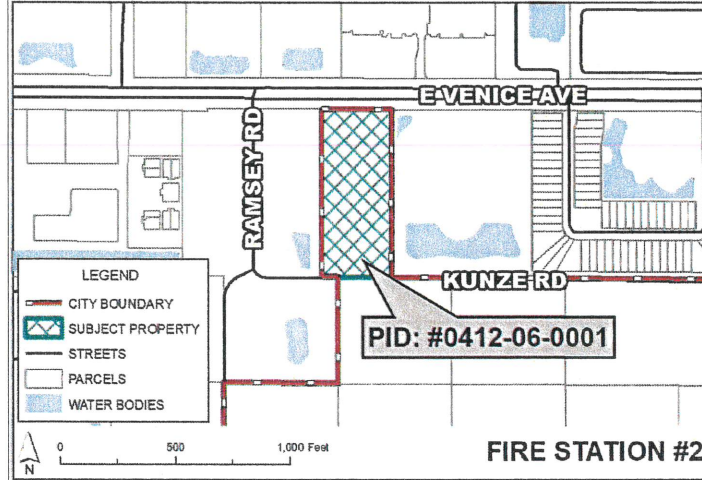




Kelly Michaels, City Clerk

CITY OF VENICE PUBLIC WORKSHOP NOTICE

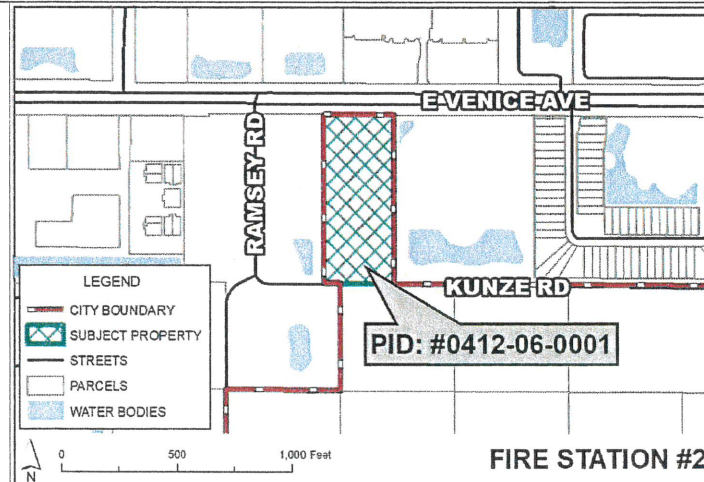
A public workshop will be held at 5:01 PM on January 25, 2023, in Council Chambers at Venice City Hall for public input related to the proposed Annexation, Comprehensive Plan Amendment, and Zoning Map Amendment for the property located at 1545 E. Venice Avenue. This property was purchased by the City of Venice to construct a Fire Station. Subject property consists of one 5.07 +/- acre parcel (Parcel ID #0412-06-0001) and is located on the south side of E. Venice Avenue between Ramsey Road and Auburn Cove Road in Venice, FL 34285. This is not a public hearing. The purpose of the workshop is to inform the neighboring residents of the nature of the project and to solicit suggestions and comments.



All interested persons are invited to participate and be heard. Public comment may be provided as follows: (1) in person; (2) via email at kweeden@venicefl.gov; (3) by regular mail to the City Engineer, 401 W. Venice Avenue, Venice FL, 34285.. If you are disabled and need assistance, please contact the City Clerk's office at least 24 hours prior to the meeting.

CITY OF VENICE PUBLIC WORKSHOP NOTICE

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FIRE STATION 2 PUBLIC WORKSHOP MAILING LIST

TOTAL: 182

GAB

ID	NAME1	NAME_ADD2	NAME_ADD3	NAME_ADD4	CITY	STATE	ZIP	COUNTRY
412021054	AICHEM HEINRICH J (E LIFE EST)	AICHEM ELKE F (E LIFE EST)		5 RIDGE RD	HACKETTSTOWN	NY	07840	
412021011	ALDOUS JAMES D			2103 L PAVIA BLVD # 2103	VENICE	FL	34292-5328	
412021049	ALFINI JOSEPH JR			7101 L PAVIA BLVD	VENICE	FL	34292-5333	
411151016	ALLEN DANICA SUSANNE	KROLL JAROD SCOTT		3179 SOUTH 25TH ST	MILWAUKEE	WI	53215	
412021014	ANTONELLI JOSEPH F	ANTONELLI ELIZABETH A		19 TAYLOR AVE APT 15	CLINTON	NY	13323	
412021020	ANULARE DANIEL A	ANULARE LINDA A		907 BALL DR	NOKOMIS	FL	34275-4134	
412021022	ATTI GARY M	ATTI LUCRETIA A		205 TUDOR BLVD	BUFFALO	NY	14220-2871	
412021010	ATTIANESE JR SALVATORE A			595 SUMMIT DR	ORANGE	CT	06477-2661	
412070082	AUBURN WOODS OWNERS ASSOC INC		C/O ARGUS MANAGEMENT OF VENICE INC	181 CENTER RD	VENICE	FL	34285-5572	
412021004	AUXIER DAVID A			1104 L PAVIA BLVD UNIT 1104	VENICE	FL	34292-5327	
412041002	B & L VENICE INVESTMENTS LLC			1500 E VENICE AVE	VENICE	FL	34292	
412041003	B & L VENICE INVESTMENTS LLC			1500 E VENICE AVE	VENICE	FL	34292	
412041017	B & L VENICE INVESTMENTS LLC			1500 E VENICE AVE STE 103	VENICE	FL	34292	
412041015	B & L VENICE INVESTMENTS LLC			332 TURTLEBACK CROSSING	VENICE	FL	34292	
412021041	BAKER LISA LYNN			6101 L PAVIA BLVD	VENICE	FL	34292	
412070065	BAKER REX G	BAKER JANICE A		114 AUBURN WOODS CIR	VENICE	FL	34292-3085	
412070050	BARBARA R CALDER REVOCABLE LIVING TRUST			1537 JASPER CT	VENICE	FL	34292	
412021045	BASILI A TZANKIS & KALLIOPI Y TZANKIS TRUST			312 BAYSHORE DR	VENICE	FL	34285	
412021067	BAUMANN ERIC C	BAUMANN NIKKI M		400 LONG RIDGE LN	OWENTON	KY	40359	
412041007	BCE REALTY LLC			1500 E VENICE AVE #204	VENICE	FL	34292	
411151021	BELL JOHN M	BELL CATHERINE C		5100 JESSIE HARBOR DR UNIT 503	OSPREY	FL	34229	
412070060	BERRY BILLY STEVEN			104 AUBURN WOODS CIR	VENICE	FL	34292	
412021076	BERRYMAN DENNIS J TTEE	BERRYMAN ALICE A TTEE		19295 ELM SUGAR RD	GROVER HILL	OH	45849-9720	
412070047	BINDER REVOC LIVING TRUST			910 ROSEBUD AVE	TWIN LAKES	WI	53181-9219	
411151027	BLAZE HOLDING LLC			1105 FERN HOLLOW DR	LIVERPOOL	NY	13088-5486	
411151005	BLOCK DENNIS C	BLOCK DIANE R		201 CASA DEL LAGO WAY	VENICE	FL	34292	
412070041	BOOKER JAMES THOMAS	MURRAY REBECCA LYNN		201 AUBURN WOODS CIR	VENICE	FL	34292	
412021070	BOTKINS-BUDD NANCY	CHECCHIO-TROIANO JUNE		9202 L PAVIA BLVD	VENICE	FL	34292	
411150089	BROADSTONE EHA FLORIDA LLC			800 CLINTON SQUARE	ROCHESTER	NY	14604	
412021033	BURGEN NONI J	BELL JUDITH L		5101 PAVIA BLVD # 5101	VENICE	FL	34292	
412021080	BURGESS ROBERT R			1011 TOBEY ST	NEW BEDFORD	MA	02745	
412021021	CABRERA LEONARDO M	CABRERA CAROLIN ANGELINE		3201 L PAVIA BLVD BLDG 3	VENICE	FL	34292	
412070053	CANDIDO GAETANO A (E LIFE EST)	CANDIDO TERESA A (E LIFE EST)		109 AUBURN WOODS CIR	VENICE	FL	34292-3086	
412021051	CAPONE BARBARA A			7103 L PAVIA BLVD	VENICE	FL	34292-5333	
412021069	CARLUCCI ANTHONY R	CARLUCCI FRANCES D		63 ACADIA DR	MARSTONS MILLS	MA	02648-1772	
8243	CDL CONDOMINIUM ASSOCIATION INC			810 PINEBROOK RD STE B	VENICE	FL	34285-7120	
412021057	CERRATO SALVATORE	CERRATO JOYCE D		4890 LUSTER LEAF LN	SARASOTA	FL	34241-8305	






15

✓ 411151023	GIBBS JOSEPH THOMAS	SCAVUZZO CATHERINE MARIA		34 KNOLL DR	TORONTO	ON	M9A 4G8	CANADA
✓ 411151003	GOLBERG REVOCABLE TRUST			6 BOURNE RD	FOXBOROUGH	MA	02035	
✓ 411151018	GOLDTHWAITE FRANCES E (TTEE)			1 MONIAS DR	NASHUA	NH	03062-2314	
✓ 412021052	GRANADOS JOSEPH R	GRANADOS LOUISE E		1216 YAWL WAY	VENICE	FL	34285-6450	
✓ 411151019	GRENOBLE CLARK MICHAEL ELLIOT	BAKER DIANE DAWN		503 CASA DEL LAGO WAY UNIT 503	VENICE	FL	34292	
✓ 411151002	HAINES CURTIS	HAINES BARBARA		1543 SALEM RD	WEST DECATUR	PA	16878	
✓ 412070046	HALL FAMILY REVOCABLE TRUST	HALL JAMES G JR (TTEE)	HALL KAREN E (TTEE)	123 AUBURN WOODS CIR	VENICE	FL	34292	
✓ 412070039	HARRIS ROBERT W	HARRIS HOPE A		205 AUBURN WOODS CIR	VENICE	FL	34292-3088	
✓ 411151001	HAWKINS THOMAS GLENN	HAWKINS YALIN		101 CASA DEL LAGO WAY UNIT 101	VENICE	FL	34292-5386	
✓ 412021003	HAYES HAROLD E	HAYES SARA J		1103 L PAVIA BLVD	VENICE	FL	34292	
✓ 412070038	HOTTON DONALD J	HOTTON LINDA S		59432 GLACIER CLUB DR	WASHINGTON	MI	48094-4320	
✓ 412110001	HUSKEY JUDITH D (E LIFE EST)			259 KUNZE RD	VENICE	FL	34292-3036	
✓ 411151036	JENEI SANDOR	JENEI EDIT BERNADETT	LOVEI SANDOR	904 CASA DEL LAGO WAY UNIT 9	VENICE	FL	34292	
✓ 412021079	JOHNSTON RUBY	BERRY JAMES L		10203 L PAVIA BLVD UNIT 10203	VENICE	FL	34292	
✓ 412041008	JOYNER FAMILY INSURANCE INC			1500 E VENICE AVE UNIT 206	VENICE	FL	34292-1664	
✓ 412041009	JOYNER FAMILY INSURANCE INC			1500 E VENICE AVE UNIT 206	VENICE	FL	34292-1664	
✓ 412041004	JOYNER FAMILY INSURANCE INC			1500 E VENICE AVE UNIT 206	VENICE	FL	34292-1664	
✓ 411151028	KALDY PAUL	KALDY STACIE		704 CASA DEL LAGO WAY	VENICE	FL	34292	
✓ 412070044	KELLY TIMOTHY M	KELLY WILDA N		127 AUBURN WOODS CIR	VENICE	FL	34292-3086	
✓ 412021016	KENARY PAUL M			2204 L PAVIA BLVD UNIT 2204	VENICE	FL	34292	
✓ 412021006	KENNEDY-ABRAMSON DIANE			1202 L PAVIA BLVD # 1202	VENICE	FL	34292	
✓ 411151034	KISSANE TRUST			W140N9974 SEVEN PINES WAY UNIT B	GERMANTOWN	WI	53022	
✓ 412070063	KLEIN ELIZABETH S	KLEIN RONALD D		25 CONCORD DR	PITTSFORD	NY	14534-4011	
✓ 412041013	KRZYSZTOF CIERNIAK LLC			1267 WATERSIDE LN	VENICE	FL	34285-2952	
✓ 8233	L PAVIA CONDO ASSN INC			530 US HWY 41 BYP S STE 18B	VENICE	FL	34285	
✓ 411151012	LANDANTE DELLA J			304 CASA DEL LAGO WAY	VENICE	FL	34292-5388	
✓ 412021002	LARCOM MICHAEL G	LARCOM LISA A		4 RESERVOIR DR	DANVERS	MA	01923-1217	
✓ 412070040	LARR KAREN S			203 AUBURN WOODS CIR	VENICE	FL	34292	
✓ 412021061	LLOYD DAVID B	LLOYD REBECCA J		329 INDIGO ST	MYSTIC	CT	06355	
✓ 412021060	LONG GARY	HICKMAN-LONG LYNN		1311 CANARY CT	BEAVER CREEK	OH	45434	
✓ 411151026	LORETTA A HERM LIVING TRUST		C/O LORETTA A HERM TTEE	11532 AUTOBAHN DR E	PALOS PARK	IL	60464-3020	
✓ 412070049	MALISH EDMUND G	MALISH SANDRA		117 AUBURN WOODS CIR	VENICE	FL	34292-3086	
✓ 412021015	MANTA FAMILY LIVING TRUST		C/O MANTA VINCENT J (TTEE)	507 BURR OAK DR	ANN ARBOR	MI	48103-2080	
✓ 411151035	MARSHALL HELEN B	LETT EDWIN DION		903 CASA DEL LAGO WAY	VENICE	FL	34292	
✓ 411151010	MARY S HEITZ REVOCABLE TRUST			1185 FREDERICK RD	ROCKINGHAM	VA	22801	
✓ 411151008	MC GUIRE CHARLES B	MC GUIRE DONNA M		3380 ELMWOOD BEACH RD	MIDDLEVILLE	MI	49333-8771	
✓ 412021009	MCFARLAND STEVEN J	MCFARLAND SUSAN R		1218 CEMETERY RD	PEEBLES	OH	45660	
✓ 412021027	MCKEOWN LINDA ANN			18360 WHITBY ST	LIVONIA	MI	48152	
✓ 411151015	MERRILL RAYMOND E			403 CASA DEL LAGO WAY	VENICE	FL	34292-1649	

✓ 411151009	STRUBLE GEORGE P			301 CASA DEL DAGO WAY	VENICE	FL	34292	
✓ 412021048	SWEIKATA ADAM	SWEIKATA DANIELA		6204 L PAVIA BLVD # 6204 BLDG 6	VENICE	FL	34292	
✓ 411151017	SWISHER LEMERT E (E LIFE EST)	SWISHER KAREN E (E LIFE EST)		209 BENT PINES CT	BELLEFONTAINE	OH	43311-9270	
✓ 411151031	SZNAJDER STANISLAW			2041 N RIDGE AVE	ARLINGTON HEIGHTS	IL	60004	
✓ 411151033	THERESA M MOFFA REVOCABLE TRUST	MOFF THERESA M (TTEE)		901 CASA DEL LAGO WAY	VENICE	FL	34292	
✓ 412070054	TIMKE LAVONDA L			107 AUBURN WOODS CIR	VENICE	FL	34292-3086	
✓ 412041019	TRUST # 1500 E VENICE AVE # 4F			4501 E COLUMBUS DR	TAMPA	FL	33605	
✓ 411151032	TRUST U/A/D 02/07/2011	VOLMERING CAROLYN S (CO-TTEE)		804 CASA DEL LAGO WAY	VENICE	FL	34292-5393	
✓ 412070061	TRUST U/A/D 05/03/2005	PACKARD DONNA L (CO-TTEE)		106 AUBURN WOODS CIR	VENICE	FL	34292-3085	
✓ 412021008	TUDISCO GAETANO			1204 L PAVIA BLVD # 1204	VENICE	FL	34292	
✓ 412070066	TURLENKO ANATOLE	TURLENKO JUDITH S		116 AUBURN WOODS CIR	VENICE	FL	34292-3085	
✓ 412021042	TZANKIS ANGELO	TZANKIS KALLIOPI		312 BAYSHORE DR	VENICE	FL	34285	
✓ 412021077	TZANKIS ANGELO B	TZANKIS KALLIOPI		312 BAYSHORE DR	VENICE	FL	34285	
✓ 412021073	UZZI JUSTIN M			10101 L PAVIA BLVD	VENICE	FL	34292	
✓ 412021055	VENEZIA JOHN R (E LIFE EST)	VENEZIA BARBARA J (E LIFE EST)		7203 L PAVIA BLVD	VENICE	FL	34292	
✓ 412060002	VENICE CHURCH OF THE NAZARENE INC			1535 E VENICE AVE	VENICE	FL	34292-3108	
✓ 412070004	VENICE CITY OF			401 W VENICE AVE	VENICE	FL	34285	
✓ 412041011	VENICE FUND I LLC			7321 MERCHANT CT	SARASOTA	FL	34240	
✓ 412041012	VENICE FUND I LLC			7321 MERCHANT CT	SARASOTA	FL	34240	
✓ 412041014	VENICE FUND I LLC			7321 MERCHANT CT	SARASOTA	FL	34240	
✓ 412021059	VERNA M ALT REVOCABLE LIVING TRUST	ALT VERNA M (TTEE)		8103 L PAVIA BLVD	VENICE	FL	34292-5334	
✓ 412070052	VILCONE LESLIE R	VILCONE DOLORES D		111 AUBURN WOODS CIR	VENICE	FL	34292-3086	
✓ 412070056	WALLACE CHRISTOPHER M			2105 TALL GRASS CIR	MOUNT PLEASANT	SC	29466	
✓ 412041016	WEINBERGER ANNETTE			861 PINTO CIR	NOKOMIS	FL	34275	
✓ 412030003	WELL PM PROPERTIES LLC		C/O HCR MANORCARE INC ATTN: TAX-5	PO BOX 10086	TOLEDO	OH	43699-0086	
✓ 412070058	WHITE ELIZABETH A (TTEE)			100 AUBURN WOODS CIR	VENICE	FL	34292-3085	
✓ 411151013	WHITNEY LORETTA A TTEE	WHITNEY DAVID D TTEE	(LORETTA A WHITNEY LVG TR)	16 LAUGHRY LN	PALOS PARK	IL	60464	
✓ 412021064	WOLCOTT FRANK A	WOLCOTT SANDRA T		8204 L PAVIA BLVD UNIT 8204	VENICE	FL	34292	
✓	ATTN: TOM JONES	VG&RC COMMUNITY ASSOCIATION, INC.		338 MONTELLUNA DRIVE	NORTH VENICE	FL	34275	
✓	ATTN: ROB KING, VP SALES	WCI COMMUNITIES, INC.		4700 TIDEWATER PRESERVE BLVD.	BRADENTON	FL	34208	
✓	ATTN: GENE HINES	SORRENTO RANCHES HOMEOWNERS ASSOC., INC.		221 SORRENTO RANCHES DRIVE	NORTH VENICE	FL	34275	
✓	ATTN: JOHN SINGER	WILLOW CHASE HOMEOWNERS ASSOC.		1182 CIELO COURT	VENICE	FL	34275	
✓	ATTN: STEPHANIE BURTWELL	ASSOCIA GULF COAST FBO WILLOW CHASE		5216 PAYLOR LANE	SARASOTA	FL	34240	
✓	ATTN: JOHN A. TANAKA	WATERFORD MASTER OWNERS ASSOC.		1631 ASHLAND PLACE	VENICE	FL	34292	
✓	ATTN: HOLLY LAIRD	PINEBROOK SOUTH HOA		1343 FEATHERBED LANE	VENICE	FL	34285	
✓	ATTN: LESLIE VILCONE	AUBURN WOODS HOA		111 AUBURN WOODS CIRCLE	VENICE	FL	34292	
✓	ATTN: STEVE CARR	WINDWOOD NEIGHBORHOOD ASSOC		149 AVENS DRIVE	VENICE	FL	34275	
✓	ATTN: DICK LONGO	SAWGRASS COMMUNITY ASSOCIATION		295 MARSH CREEK ROAD	VENICE	FL	34292	

29 34

LEGEND

-  CITY BOUNDARY
-  SUBJECT PROPERTY
-  STREETS
-  PARCELS
-  WATER BODIES

CAPRI ISLES BLVD

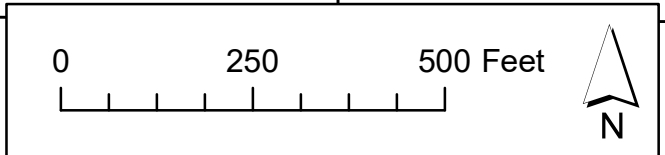
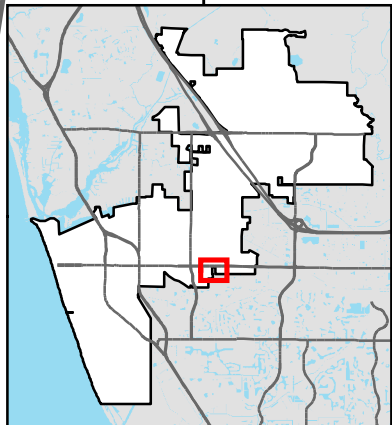
E VENICE AVE

PID: #0412-06-0001

RAMSEY RD

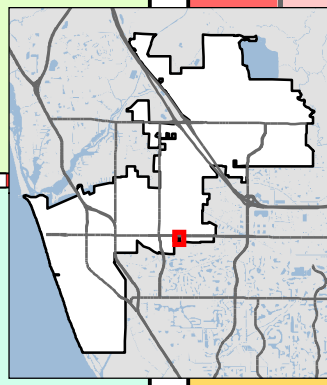
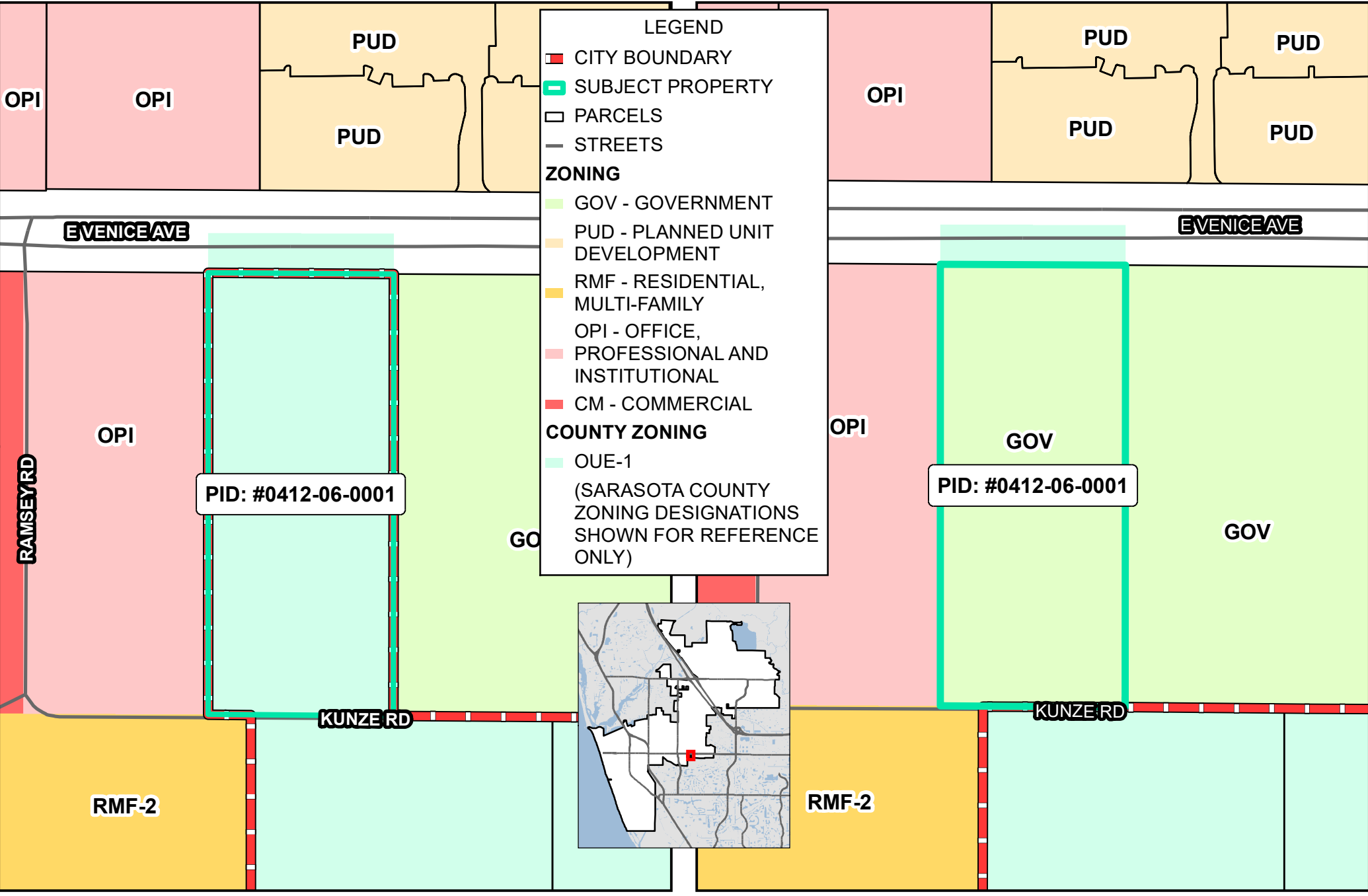
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KUNZE RD

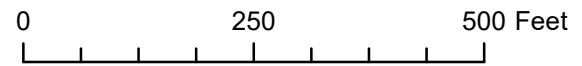


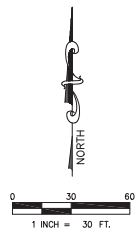
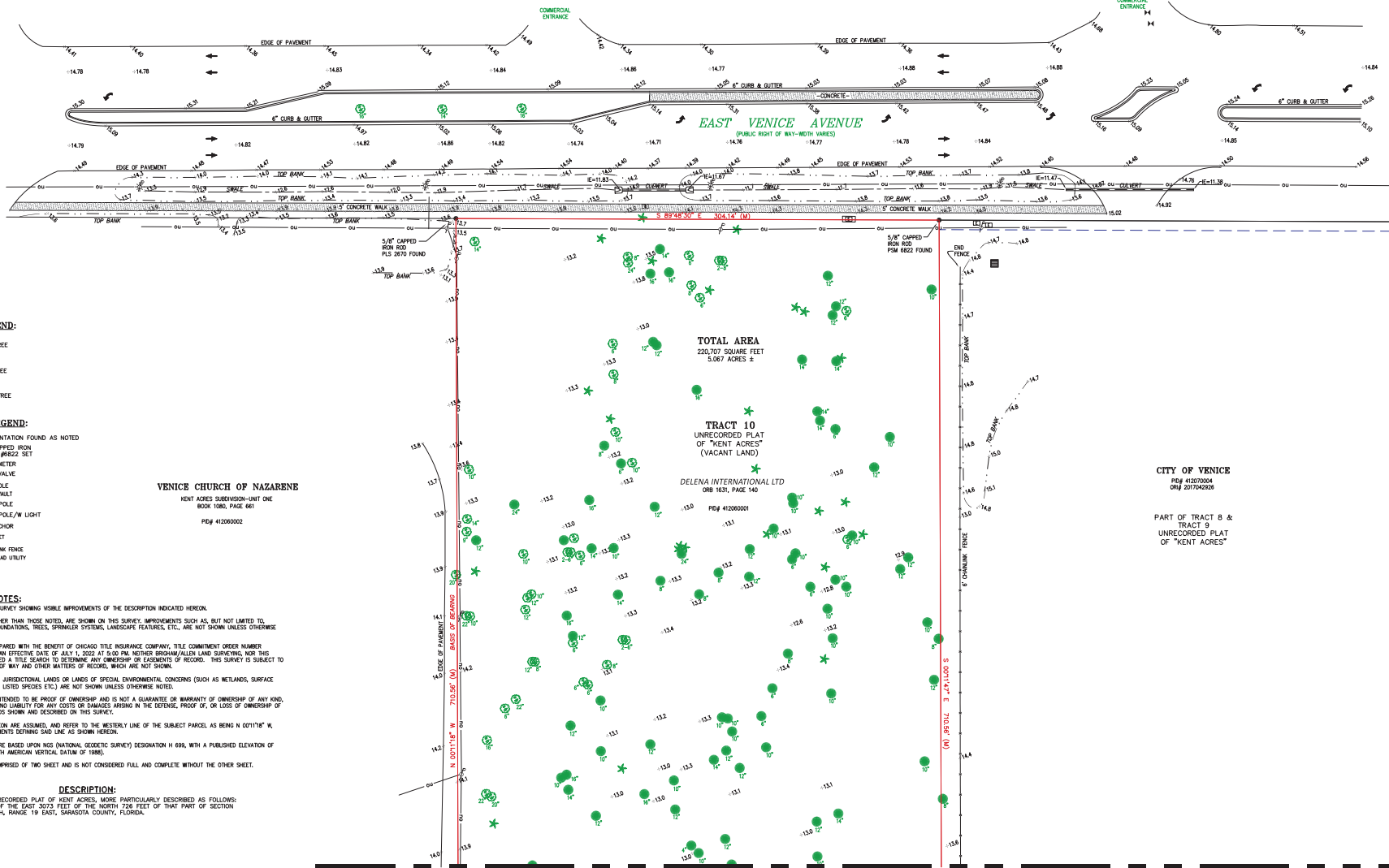
EXISTING

PROPOSED



FIRE STATION 2
ZONING DESIGNATION





- TREE LEGEND:**
- = PINE TREE
 - = OAK TREE
 - = PALM TREE
- SYMBOL LEGEND:**
- = MONUMENTATION FOUND AS NOTED
 - = 1/2" CAPPED IRON ROD PSM#822 SET
 - = WATER METER
 - = WATER VALVE
 - = LIGHT POLE
 - = ELECTRIC WVAULT
 - = UTILITY POLE
 - = UTILITY POLE/W/ LIGHT
 - = GUY ANCHOR
 - = STORM INLET
 - = CHAINLINK FENCE
 - = OVERHEAD UTILITY

VENICE CHURCH OF NAZARENE
 KENT ACRES SUBDIVISION-UNIT ONE
 BOOK 1080, PAGE 661
 PD# 412060002

TOTAL AREA
 220,707 SQUARE FEET
 5.067 ACRES ±

TRACT 10
 UNRECORDED PLAT
 OF "KENT ACRES"
 (VACANT LAND)

DELEENA INTERNATIONAL LTD
 OMB 1631, PAGE 140
 PD# 412060001

CITY OF VENICE
 PD# 412070004
 DR# 207040008

PART OF TRACT 8 &
 TRACT 9
 UNRECORDED PLAT
 OF "KENT ACRES"

- SURVEYOR'S NOTES:**
1. THIS IS A BOUNDARY SURVEY SHOWING VISIBLE IMPROVEMENTS OF THE DESCRIPTION INDICATED HEREON.
 2. NO IMPROVEMENTS, OTHER THAN THOSE NOTED, ARE SHOWN ON THIS SURVEY. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, SUBSURFACE UTILITIES, FOUNDATIONS, TREES, SPRINKLER SYSTEMS, LANDSCAPE FEATURES, ETC. ARE NOT SHOWN UNLESS OTHERWISE NOTED.
 3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT ORDER NUMBER 10624179 13736-S WITH AN EFFECTIVE DATE OF JULY 1, 2022 AT 5:00 PM. NETHER BRIGHAM/ALLEN LAND SURVEYING, NOR THIS SURVEYOR, HAS PERFORMED A TITLE SEARCH TO DETERMINE ANY OWNERSHIP OR EASEMENTS OF RECORD. THIS SURVEY IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD, WHICH ARE NOT SHOWN.
 4. GOVERNMENTAL LANDS, JURISDICTIONAL LANDS OR LANDS OF SPECIAL ENVIRONMENTAL CONCERNS (SUCH AS WETLANDS, SURFACE WATER PROTECTION AREA, LISTED SPECIES ETC.) ARE NOT SHOWN UNLESS OTHERWISE NOTED.
 5. THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KIND, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OF, OR LOSS OF OWNERSHIP OF ANY OR ALL OF THE LANDS SHOWN AND DESCRIBED ON THIS SURVEY.
 6. BEARING(S) SHOWN HEREON ARE ASSIGNED, AND REFER TO THE MERIDIAN LINE OF THE SUBJECT PARCEL AS BEING N 001°16' W, BETWEEN THE TWO MONUMENTS DEFINING SAID LINE AS SHOWN HEREON.
 7. ELEVATIONS HEREON ARE BASED UPON NGS (NATIONAL GEODETIC SURVEY) DESIGNATION H 699, WITH A PUBLISHED ELEVATION OF 13.81 FEET NAVD83 (NORTH AMERICAN VERTICAL DATUM OF 1988).
 8. THIS SKETCH IS COMPRISED OF TWO SHEET AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT THE OTHER SHEET.

DESCRIPTION:
 TRACT 10 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE WEST 304 FEET OF THE EAST 3073 FEET OF THE NORTH 728 FEET OF THAT PART OF SECTION
 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

- ABBREVIATIONS:**
- (P) = PLATTED DISTANCE, BEARING OR INFORMATION
 - (M) = MEASURED DISTANCE, BEARING OR ANGLE
 - (C) = CALCULATED DISTANCE, BEARING OR ANGLE
 - (C) = CURVE NUMBER (REFER TO CURVE TABLE)
 - P.S. = PROFESSIONAL LAND SURVEYOR
 - LB = LICENSED BUSINESS
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - PCP = PERMANENT CONTROL POINT
 - PRM = PERMANENT RESIDENCE MONUMENT
 - PK = NAIL MANUFACTURED BY PARKER-KALLON
 - R/W = RIGHT-OF-WAY
 - C/L = CENTER LINE
 - CON = CONCRETE
 - B.M. = BENCH MARK
 - PD = PROPERTY IDENTIFICATION NUMBER
 - E = INVERT ELEVATION

MATCH LINE - SEE SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A SURVEY WAS MADE THIS DAY OF THE PROPERTY AS DESCRIBED AND SHOWN HEREON, AND THAT THIS SURVEY, WITH THESE NOTES, IS ACCURATE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE, AND PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

DATE OF SURVEY: 8/25/2022

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: MICHAEL P. ALLEN, P.S.M., P.S. # 822
 STATE OF FLORIDA

TITLE: BOUNDARY-TOPOGRAPHIC SURVEY

PREPARED FOR: CITY OF VENICE

CERTIFIED TO: CITY OF VENICE

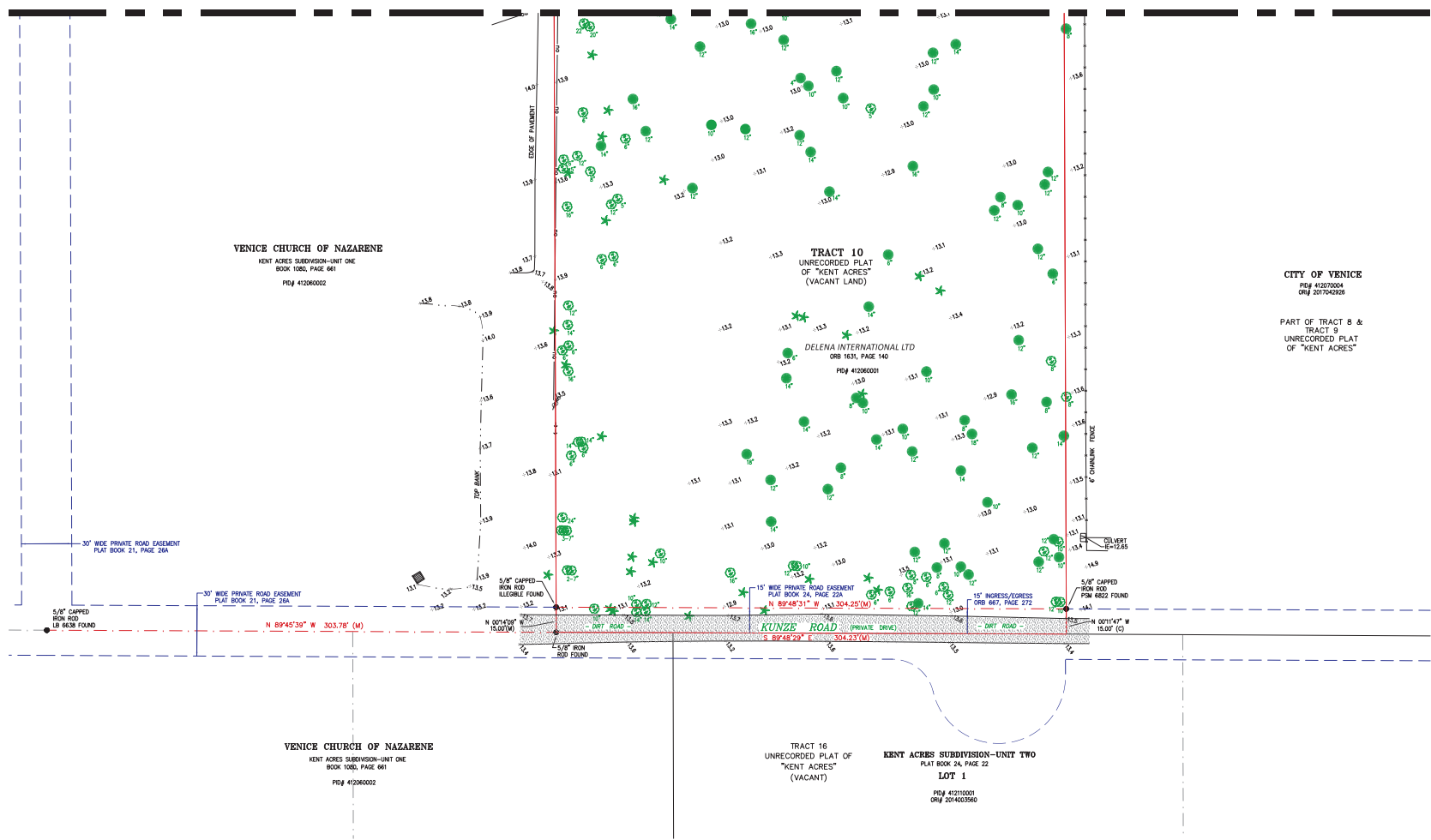
SKETCH NO.: 683540 SCALE: 1"=30'

DRAWN BY: PJA CHECKED BY: MPA

Brigham/Allen Land Surveying
 L.B. Number 7898
 303 S. TAMiami TRAIL
 Suite E - Nokomis, Florida 34275
 Phone: (941) 493-4430
 Fax: (800) 447-7402
 EMAIL: BrighamAllenSurveying@gmail.com



MATCH LINE - SEE SHEET 1 OF 2



- TREE LEGEND:**
- = PINE TREE
 - = OAK TREE
 - = PALM TREE

- SYMBOL LEGEND:**
- = MONUMENTATION FOUND AS NOTED
 - = 1/2" CAPPED IRON ROD PERMANENT SET
 - = WATER METER
 - = WATER VALVE
 - = LIGHT POLE
 - = ELECTRIC MOUNT
 - = UTILITY POLE
 - = UTILITY POLE/W LIGHT
 - = GUY ANCHOR
 - = STORM INLET
 - = CHAINING FENCE
 - = OVERHEAD UTILITY

- ABBREVIATIONS:**
- (P) = PLATTED DISTANCE, BEARING OR INFORMATION
 - (M) = MEASURED DISTANCE, BEARING OR ANGLE
 - (C) = CALCULATED DISTANCE, BEARING OR ANGLE
 - (S) = CURVE NUMBER (REFER TO CURVE TABLE)
 - PLS = PROFESSIONAL LAND SURVEYOR
 - LS = LICENSED BUSINESS
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - POP = POSITIVE CONTROL POINT
 - PRM = PERMANENT REFERENCE MONUMENT
 - PK = INAL. MANUFACTURED BY PARKER-KALON
 - R/W = RIGHT-OF-WAY
 - C/L = CENTER LINE
 - CON = CONCRETE
 - S.M. = SMOOTH IRON
 - PI = PROPERTY IDENTIFICATION NUMBER
 - E = INVERT ELEVATION

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A SURVEY WAS MADE THIS DAY OF THE PROPERTY AS DESCRIBED AND SHOWN HEREON, AND THAT THIS SURVEY WAS MADE ACCURATE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH THE ADMINISTRATIVE CODE, AND PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

DATE OF SURVEY: 8/26/2022

BY: MICHAEL P. ALLEN, PROFESSIONAL SURVEYOR, LICENSE NO. 6822

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

TITLE: BOUNDARY-TOPOGRAPHIC SURVEY

PREPARED FOR: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

CERTIFIED TO: (SEE ABOVE)

SKETCH NO.: 683540 SCALE: 1"=30'

DRAWN BY: PLA CHECKED BY: MPA

Brigham/Allen Land Surveying

L.B. Number 7898

303 S. TAMiami TRAIL

Suite E - Nokomis, Florida 34275

Phone: (941) 493-4430

Fax: (800) 447-7402

EMAIL: BrighamAllenSurveying@gmail.com

LEGAL DESCRIPTION:

TRACT 10 OF THE UNRECORDED PLAT OF KENT ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE WEST 304 FEET OF THE EAST 3073 FEET OF THE NORTH 726 FEET OF THAT PART OF SECTION
9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

Prepared By: Michael T. Hankin, Esq.
Hankin & Hankin
100 Wallace Avenue, Suite 100
Sarasota, Florida 34237
File Number: 13736-S
Parcel ID #: 0412060001
Sales Price: \$1,750,000.00

11/10/2022 9:57 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 2938113

Doc Stamp-Deed: \$12,250.00

WARRANTY DEED

THIS WARRANTY DEED dated November 9, 2022 by DELENA INTERNATIONAL LIMITED also known as DELENA INTERNATIONAL LIMITED COMPANY, a Liberian corporation, whose post office address is 3136 Tropicair Boulevard, North Port, Florida 34286, hereinafter called the GRANTOR, to CITY OF VENICE, whose post office address is 401 West Venice Avenue, Venice, Florida 34285, hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Sarasota County, Florida, viz:

Tract 10 of the unrecorded Plat of KENT ACRES, more particularly described as follows:

The West 304 feet of the East 3073 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing right-of-way of Venice Avenue East.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2023 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

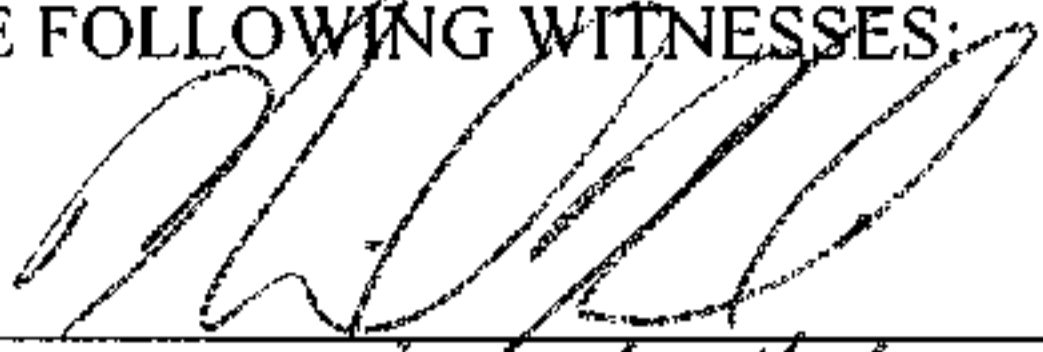
TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

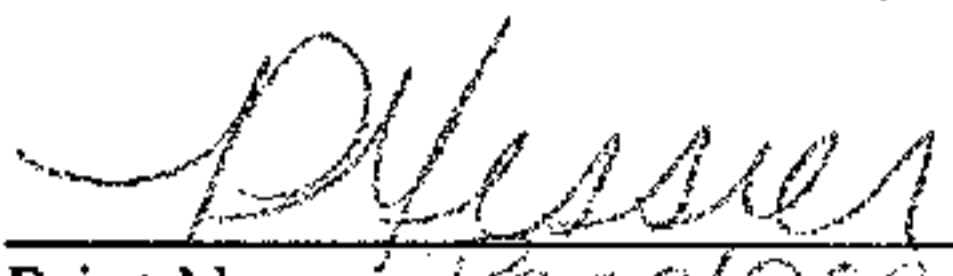
IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

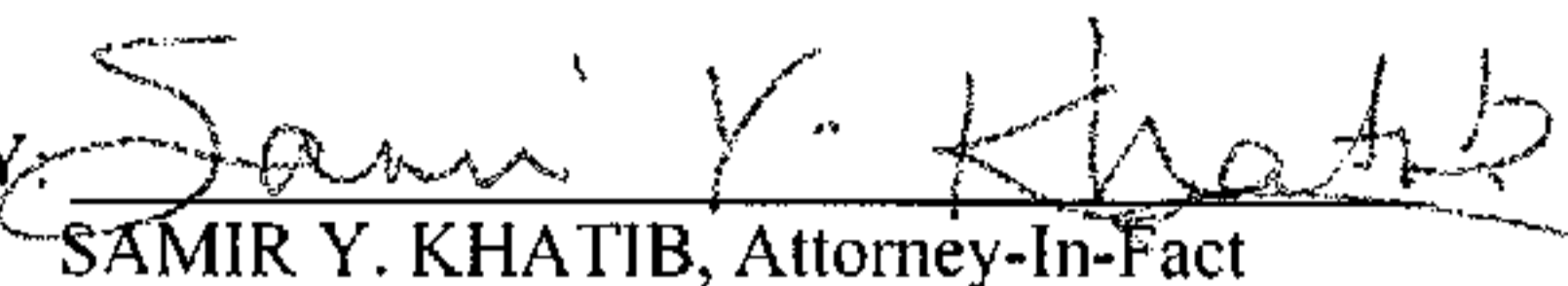
{signature pages follows}

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:


Print Name: Michael Hankin

DELENA INTERNATIONAL LIMITED also
known as DELENA INTERNATIONAL LIMITED
COMPANY, a Liberian corporation

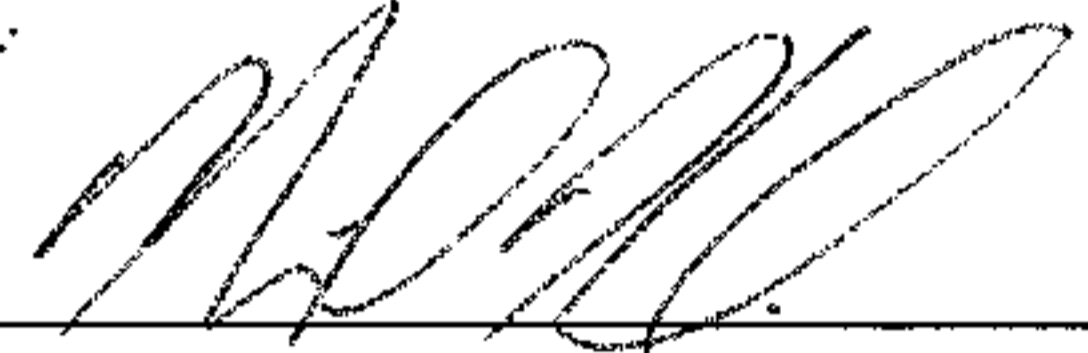

Print Name: Penelope Messier

BY: 
SAMIR Y. KHATIB, Attorney-In-Fact

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT was acknowledged before me, by means of physical
presence: or online notarization: , this 9th day of November, 2022, by SAMIR Y. KHATIB,
Attorney-In-Fact of DELENA INTERNATIONAL LIMITED also known as DELENA
INTERNATIONAL LIMITED COMPANY, a Liberian corporation, who is personally known to me:
or who has produced a driver's license as identification: .

(NOTARY SEAL)



(Type, Print, or Stamp Name)



MICHAEL T. HANKIN
Commission # HH 288024
Expires October 24, 2026

I am a Notary Public in and for the State of
Florida and my commission expires on: _____.

EXISTING

PROPOSED

LEGEND

- CITY BOUNDARY
- SUBJECT PROPERTY
- PARCELS
- STREETS
- POTENTIAL ANNEXATION AREAS JPA/ILSBA

FUTURE LAND USE

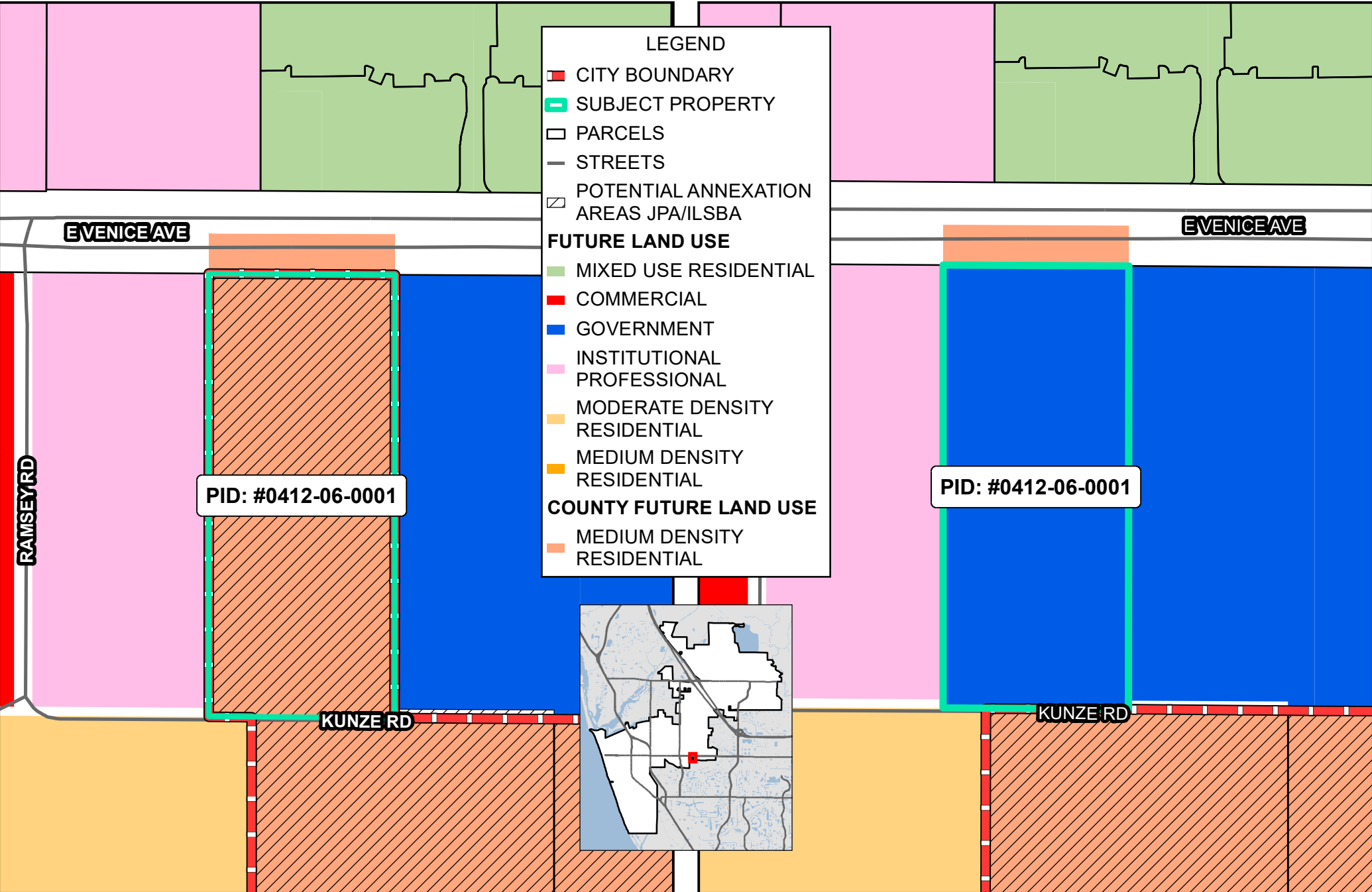
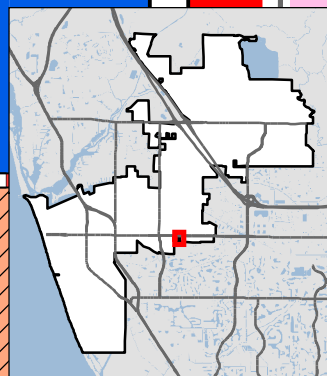
- MIXED USE RESIDENTIAL
- COMMERCIAL
- GOVERNMENT
- INSTITUTIONAL PROFESSIONAL
- MODERATE DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

COUNTY FUTURE LAND USE

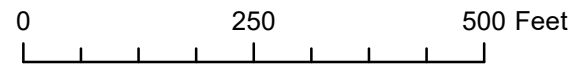
- MEDIUM DENSITY RESIDENTIAL

PID: #0412-06-0001

PID: #0412-06-0001



FIRE STATION 2
 FUTURE LAND USE DESIGNATION



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 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 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 with 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 of 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

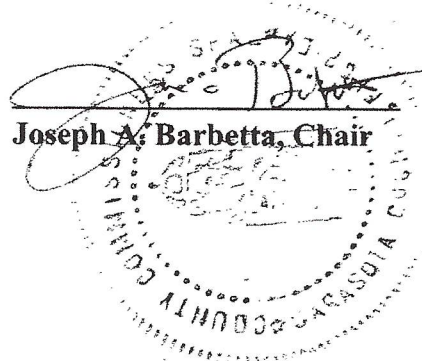
Approved as to form and Execution:

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

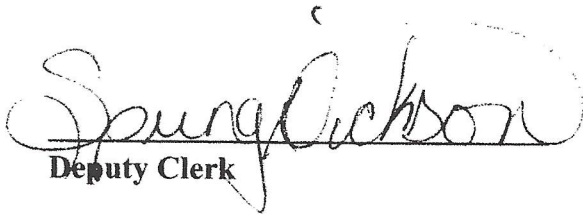
**Board of County Commissioners
Sarasota County, Florida**

By:


Joseph A. Barbetta, Chair

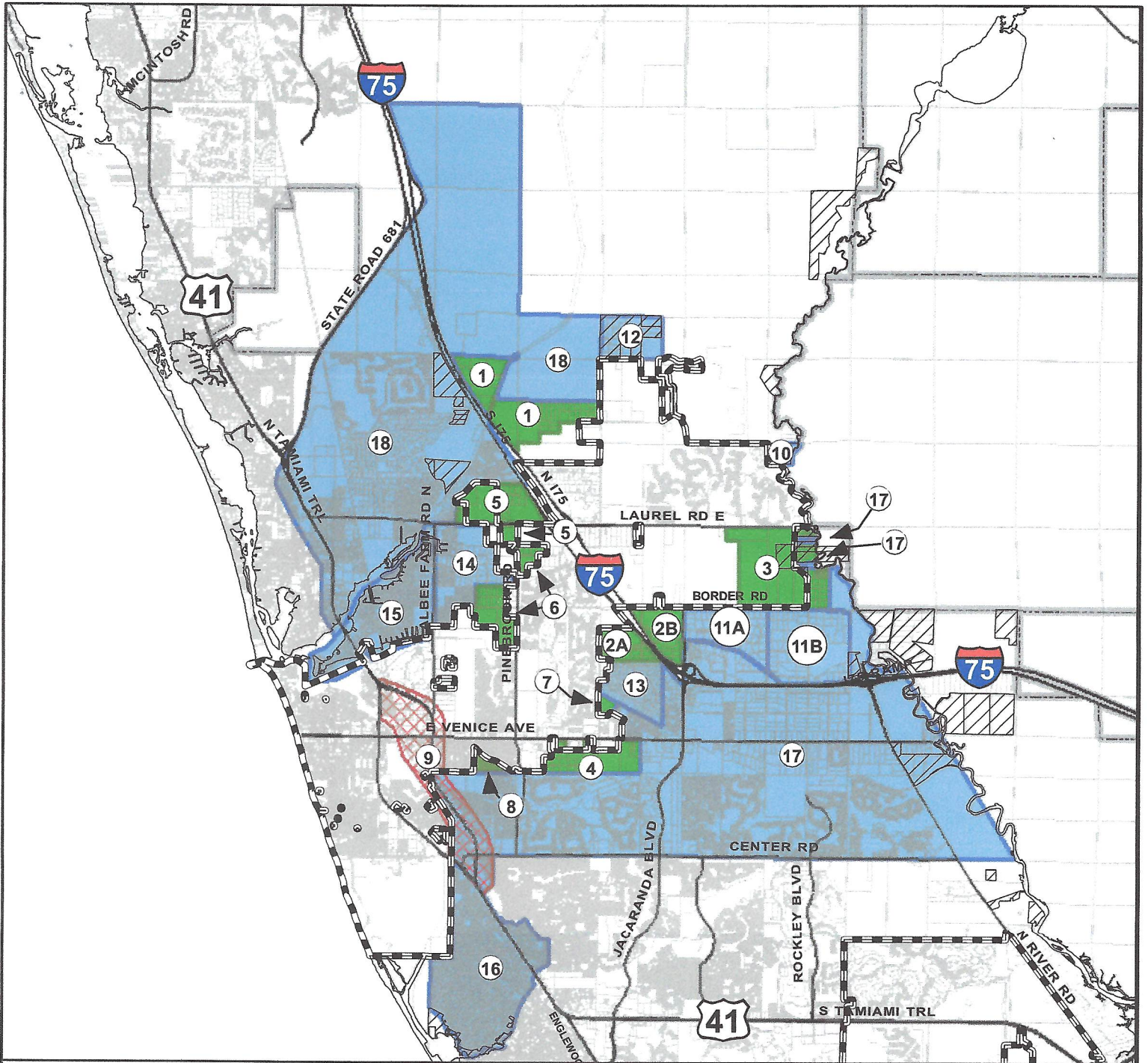


ATTEST:


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]).

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.	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	3 d.u./ac.	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	Timing of Infrastructure Availability (Years)
#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	1 - 15
#7 (Auburn Road)	25	County Moderate Density Residential	5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified	1 - 5
#8 (Gulf Coast Boulevard)	33	County Moderate Density Residential	3.5 d.u./ac.	No Issues Identified	City Water and Sewer	No Issues Identified	N/A (existing)

A-29

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	Timing of Infrastructure Availability (Years)
#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	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	Forecast 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.