

DEVELOPER'S AGREEMENT

This Agreement is entered into this ____ day of _____, 2014, by and between Neal Communities of Southwest Florida, LLC, a Limited Liability Company, organized under the laws of the State of Florida ("Developer") and the City of Venice ("City"), a municipal corporation organized under the laws of the State of Florida.

RECITALS

WHEREAS, Developer is the owner of the property now known as VICA, more particularly described in Exhibit "A" attached hereto (the "Property") and through its agent, seeks to rezone the Property to the Planned Unit Development Use ("PUD") zoning district; and,

WHEREAS, Developer plans to develop the Property; and,

WHEREAS, for PUD zoned property, Section 86-130(k) requires that all such agreements and evidence of unified control shall be examined by the city attorney, and no PUD shall be adopted without a certification by the city attorney that such agreements and evidence of unified control meet the requirements of this chapter.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Land Subject to the Agreement. The land subject to this Agreement, consisting of approximately three hundred sixty eight (368) acres, is commonly known as VICA and is more particularly described in Exhibit "A" of this Agreement.

2. Development According to Code. Developer agrees to proceed with the proposed development according to the provisions of Chapter 86, Article V, and all other provisions of the Venice Land Development Code, and such conditions as may be set forth as a condition of approval for the development.

3. Development Arising out of Master Plan. Developer agrees to provide agreements, contracts, deed restrictions and sureties, as necessary, acceptable to the City Council for completion of the development according to the binding master development plan approved at the time of acceptance of the area for PUD zoning and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense.

4. Traffic Concurrency. The VICA PUD Development is hereby deemed concurrent with regard to transportation facilities under the City of Venice Concurrency Management Ordinance, subject to the terms and conditions contained in this Agreement.

The Traffic Impact Study dated April 3, 2014, established total P.M. Peak Hour trips vested for this project at 605 net new trips (605 gross P.M. Peak Hour trips) and stipulates the required off-site and onsite transportation facilities needed to support the Property (see Exhibit “B” attached). The required Developer Roadway Improvement is as follows (unless otherwise indicated, the timing of the improvement will be determined to be required or not at each site and development plan review):

Roadway Improvement		
Improvement Location	Intersection	Improvement
A	Jacaranda Boulevard & Border Road Intersection	Restripe Northbound Approach to an exclusive left turn lane, a shared through/right lane, and a bike lane.

5. Impact Fee Credits. The City agrees that Developer shall have the right to seek impact fee credits, as allowed by law, for the Roadway Improvement(s) and for the payment described in paragraph 4, herein.

6. Failure to Comply with the Requirements.

- a) The parties shall have all rights available by law and equity to enforce this Agreement.
- b) Notice of any failure to comply with the requirements of this Agreement, or for any other purpose, shall be sent in writing via U.S. Mail, postage prepaid to:

Developer at: Neal Communities of
Southwest Florida, LLC c/o
Jeffery A. Boone, Esquire
1001 Avenida Del Circo
Post Office Box 1596
Venice, Florida 34284

City at: City of Venice
ATTN: City Manager
401 W. Venice Avenue
Venice, Florida 34285

With copy to: David P. Persson, Esquire
Persson & Cohen, P.A.
217 South Nassau Street
Venice, Florida 34285

- c) The parties hereto recognize and agree that this Developer's Agreement shall bind Neal Communities of Southwest Florida, LLC, its successors and assigns.
- d) The parties agree that suits or actions at law arising from the provisions, performance, or breach of this Agreement shall initially be brought, for State Court jurisdiction, in Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the appropriate Federal District Court, and no other jurisdictions. This Agreement shall be construed and interpreted under the laws of the State of Florida.
- e) By execution of this Agreement, the parties certify that they have authority to make the representations and agreements contained herein.
- f) This Agreement shall be construed as written by both parties and shall not be construed more strictly against either party.

7. Duration of Agreement. This Agreement shall be effective upon execution by the last party to this Agreement and shall continue in force until the completion of the development referenced herein.

8. Amendment of Agreement. This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the date first above written.

Witness: Neal Communities of
Southwest Florida, LLC,
a Florida Limited Liability Company

By: NCDG Management, LLC,
a Florida Limited Liability Company, As its
Manager

Print Name: _____
By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA COUNTY
OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____, for NCDG Management, LLC, as Manager, for Neal Communities of Southwest Florida, LLC, for and on behalf of whom this instrument was executed.

Notary Public State of Florida
Typed Name: _____
Commission Expires: _____
Commission No.: _____

Personally known _____
or Produced Identification Type
of Identification Produced

This Agreement is approved and adopted this _____ day of _____, 2014.

City of Venice

By: _____
John Holic, Mayor

ATTEST

Lori Stelzer, MMC, City Clerk

Approved as to form:

David P. Persson, City Attorney

F:14802/DevelopersAgreement060212

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THE WEST ONE-HALF OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST:
AND

ALSO: THE WEST 807 FEET OF THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST, LESS THE NORTH 830 FEET THEREOF;

LESS, HOWEVER, FROM EACH PARCEL ANY ROAD RIGHT-OF-WAY FOR BORDER ROAD (INCLUDING THOSE LANDS CONVEYED TO SARASOTA COUNTY IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2404, PAGE 2678, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA) AND FOR LAUREL ROAD.

ALSO LESS THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE N. 89° 17' 54" W ALONG THE NORTH LINE OF SECTION 35, A DISTANCE OF 2663.59 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 35 FOR A POINT OF BEGINNING; THENCE S 00° 33' 56" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 139.90 FEET; THENCE LEAVING SAID WEST LINE OF SECTION 35 S 62° 52' 34" W, A DISTANCE OF 100.94 FEET; THENCE S 42° 00' 05" W, A DISTANCE OF 94.62 FEET; THENCE S 22° 15' 48" W, A DISTANCE OF 183.78 FEET; THENCE S 11° 10' 11" W, A DISTANCE OF 81.98 FEET; THENCE WEST, A DISTANCE OF 162.42 FEET; THENCE NORTH, A DISTANCE OF 555.56 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE S 89° 10' 16" E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 486.26 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAT PORTION OF THE ABOVE DESCRIBED LANDS CONVEYED TO THE CITY OF VENICE IN THAT CERTAIN WARRANTY DEED RECORDED JANUARY 17, 2013 IN OFFICIAL RECORDS INSTRUMENT 2013007710, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

