



E.G. (DAN) BOONE
JEFFERY A. BOONE
STEPHEN K. BOONE
JACKSON R. BOONE
STUART S. BOONE
ANNETTE M. BOONE

JAMES T. COLLINS, LAND PLANNER
(NOT A MEMBER OF THE FLORIDA BAR)

LAW OFFICES
BOONE, BOONE & BOONE, P.A.
P. O. BOX 1596
VENICE, FLORIDA 34284

ESTABLISHED 1956

STREET ADDRESS:
1001 AVENIDA DEL CIRCO 34285
TELEPHONE (941) 488-6716
FAX (941) 488-7079
e-mail: adm@boone-law.com

February 22, 2019

VIA ELECTRONIC MAIL ONLY

ssteady@burr.com

Scott Steady, Esq.
Burr & Forman
One Tampa City Center
Suite 3200
201 North Franklin Street
Tampa, Florida 33602

Re: Windham Development, Inc., and City of Venice;
Mediation per Section 70.51, Fla. Stat.

Dear Mr. Steady:

As you are aware, we represent Fox Lea Farm, Inc. ("Fox Lea Farm"), in connection with the Section 70.51, Fla. Stat., proceedings between Windham Development, Inc. ("Windham"), and the City of Venice concerning Rezoning Petition No. 17-16RZ.

We have represented Fox Lea Farm in relation to all of Windham's attempts to rezone the property at issue (the "Property"). The City of Venice granted Fox Lea Farm affected party status at all public hearings held before the Planning Commission and the City Council regarding the aforementioned matter.

Moreover, pursuant to Sec. 70.51(12), Fla. Stat., Fox Lea Farm qualifies as both an "owner of land contiguous to the owner's property" and a "substantially affected person" permitted to participate in proceedings thereunder. Fox Lea Farm submitted a timely request to participate via letter addressed to the City of Venice dated January 19, 2019.

Not only is Fox Lea Farm's property contiguous to the Property, but Fox Lea Farm's property interests and use have been at the forefront of these hearings. Consequently, the City of Venice governing bodies gave pause and concern when discerning compatibility and public welfare issues posed by the proposed development.

Operating since the early 1980's, Fox Lea Farm is a privately-owned, nationally-recognized horse show facility attracting national as well as international competitors. Fox Lea Farm is located along the Property's south border, separated only by Fox Lea Drive, an unpaved, dirt road. Fox Lea Farm hosts various horse shows at an average of forty-two (42) weeks per calendar year. For example, Fox Lea Farm held forty-two (42) shows in 2018, with a total of over one hundred and eighty (180) actual event days. Shows range from three (3) days to seven (7) days, which does not account for preparation, clean-up and maintenance. Fox Lea Farm's horse shows and the related operations emit much noise, light and dust, occurring both day and night, week and weekend. The horse trailers and RVs associated with the shows, along with all other participant and spectator traffic, must drive up Fox Lea Drive to enter Fox Lea Farm. Hundreds of spectators attend each show. Outside of its large-scale horse shows, Fox Lea Farm also regularly provides opportunities for training and riding lessons. Given the sensitive nature of equestrian activities, Fox Lea Farm takes all aspects of its business operations seriously, recognizing and providing utmost attention to horse, rider and spectator safety.

The intensity and quality of Fox Lea Farm's operations is evidenced through its economic impact in Sarasota County. Fox Lea Farm has remained a top economic generator for the County, and in fact, was the number-one economic generator for Sport Tourism in 2018, producing almost twenty million dollars (\$20,000,000) in direct spending and in excess of seventy-five million dollars (\$75,000,000) in total Economic Impact in Sarasota County. Furthermore, Fox Lea Farm partners with various City and County charitable organizations at most of its events, thereby helping to raise hundreds of thousands of dollars each year for numerous local organizations.

Being firmly rooted in its community for decades, Fox Lea Farm is not naïve to the direction of and policies toward growth in its neighborhood. Fox Lea Farm acknowledges that the Property will be developed in the future. Therefore, Fox Lea Farm does not contest development of the Property per se; development in of itself is not the issue from Fox Lea Farm's perspective. The issue, and Fox Lea Farm's resulting concerns, lies in the impacts that would result from Windham's proposed development of the Property—impacts that would directly impair Fox Lea Farm's own property rights and operations.

Although Fox Lea Farm would experience certain adverse impacts from the Property's development as proposed, it is important to note that the impacts of such development would not be singular in direction. Rather, the total impacts of Windham's development proposal would include those experienced by future residents of the Property resulting from Fox Lea Farm's established operations. Therefore, Fox Lea Farm's concerns are material to Windham as well. Residents living in extreme proximity to Fox Lea Farm would encounter the full impact of its daily and nightly operations. Consequently, Fox Lea Farm's position and involvement stems

from the necessity to ensure adequate mitigation and safeguards are employed when the Property is developed.

Fox Lea Farm has advocated to protect its property rights, business operations, duty of safety to clients and patrons, as well as current and future neighbors' expectations in regard to quality of life. Again, there is no argument in regard to development of the Property per se; however, there is a responsibility to guarantee compatibility, public safety and public welfare, and to protect property rights when determining the appropriateness of any proposed land use change. Fox Lea Farm is a unique operation with a lengthy history in its community, and therefore requires careful analysis and consideration of the nature and extent of adjacent development, in both the short and long term.

In addition to the content of Windham's development proposal, Fox Lea Farm took concern with Windham's conduct throughout the proceedings. An uncorrected error in Windham's application was especially disconcerting to Fox Lea Farm. This error involved the development planned along the Property's south border—the border shared by Fox Lea Farm. Windham's refusal to provide adequate buffering along this most sensitive portion of the Property was disturbing to Fox Lea Farm; however, what it found to be most alarming was the repeated discrepancy between Windham's Binding Master Plan ("BMP") and landscape plan. The BMP showed a fence located in one place along this south border, while the landscape plan displayed the same fence in a different location. The Planning Commission brought this error and discrepancy in plans to Windham's attention at the first of two public hearings. Windham did not correct that error before the public hearing held before City Council. Whether because of a lack of attention to detail or just reluctance to spend the time and money necessary, the bottom line is that Windham failed to rectify this known error. Given this behavior, Fox Lea Farm could not help but question the sufficiency by which Windham would comply with any requirements or additional stipulations related to the Property and its development. Further, the fact that this error related to a well-known matter of extreme importance to Fox Lea Farm prevents it from being characterized as "technical" in nature. The binding plans comprising an applicant's request for a land use change must be accurate and consistent for elected officials' consideration in a quasi-judicial proceeding; this is a fundamental requirement. Failure to meet this essential requirement was a critical error by Windham, the applicant.

An additional concern of Fox Lea Farm relates to the stipulations imposed upon and agreed to by Windham. The Planning Commission attached certain stipulations to Windham's development proposal, which were subsequently supported by the City Council Members. However, Windham's Petition pursuant to Sec. 70.51, Fla. Stat., made no mention of the stipulations nor Windham's intention to comply with any of the same should it be permitted to develop the Property.

A number of Fox Lea Farm's requests, many of which Windham refused, were not included in those stipulations the City prescribed. Of the requests made, two are of vital significance to Fox Lea Farm. First, is the request for a six (6) foot concrete wall positioned along the Property's south border, the border shared by Fox Lea Farm. A concrete wall, six (6) feet in height or greater, is necessary to provide adequate buffering between the Property and Fox Lea Farm. Only with adequate buffering can incompatibility and interference of property rights be alleviated. The reasonableness of this request (and unreasonableness of Windham's refusal) becomes even more compelling when noting that Windham voluntarily proposed to construct a six (6) foot concrete wall—on top of a seven (7) foot berm—along the Property's east border for purposes of buffering its residents from Interstate-75.

Fox Lea Farm's second request of absolute importance relate to landscaping. Several sub-issues involve the existing vegetation along Fox Lea Drive and Windham's minimal landscaping plans for this area. Substantial landscaping in this area is crucial for buffering. Merely planting low-lying palmetto bushes in an attempt to comply with minimum standards will not suffice. Further, some existing vegetation will not survive the land development activities and the minimal, new landscaping proposed by Windham must be considered in this light. Again, this issue involves the shared border between the properties. As the most sensitive area of the entire proposed development, these stipulations must be adequate and enforceable, for both the short and long term, in order to mitigate conflict produced by incompatibility.

Windham's approach and attitude toward stormwater plans was another concern of Fox Lea Farm. In Windham's first rezone attempt, its proposal included details relating to its stormwater ponds that greatly worried Fox Lea Farm, and became an item of much scrutiny in the proceeding. However, Windham's second attempt to rezone conveniently deferred any detail on stormwater plans to the Preliminary Plat stage of development approval. Fox Lea Farm's concerns relating to stormwater still remained, yet Windham refused to enter into any discussions before City Council and instead took the position that the City approve the rezone and worry about stormwater later.

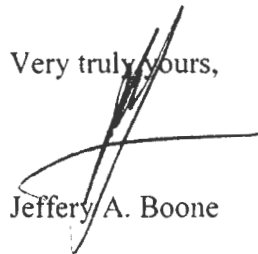
Compatibility defines the foundational issue of the proposed development; it permeates all of Fox Lea Farm's concerns. The City of Venice has compatibility standards within its Comprehensive Plan. Evidenced at both public hearings on Windham's request to rezone the property, the development proposal failed to meet these standards. The Comprehensive Plan places the burden upon the proposed development to prove and provide for compatibility with the surrounding properties. Fox Lea Farm has been in existence for more than thirty (30) years. Fox Lea Farm is not required to make itself compatible with a proposed development; rather, the onus is upon Windham to make its development proposal compatible with a large-scale, intense equestrian business operation immediately adjacent to its south border.

Finally, the density of Windham's development proposal was another key concern to Fox Lea Farm. More density means more residents in proximity to Fox Lea Farm and its daily operations. More residents means more individuals expecting comfort and peace in their homes. Increasing the density of a conflicting, adjacent land use only increases the likelihood and potential for problems. A property owner does not have a right to a specific density unit. Rather, a property owner's rights to density, as envisioned under the City's Comprehensive Plan, can only be determined after taking into consideration adjacent property uses, intensities, and most importantly, the public welfare and safety. In light of such considerations, a density that may be permissible and appropriate for one property may be inappropriate for another.

As detailed above, Fox Lea Farm is not opposed to the development of the Property—and it recognizes that the Property will indeed be developed at some point in the future. What Fox Lea Farm is opposed to, however, is an incompatible development plan for the property, by a developer whose conduct to date has caused grave concerns.

Kind regards.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffery A. Boone". The signature is stylized with a large, sweeping loop that extends to the right and then curves back down to the left, crossing over the text "Jeffery A. Boone".

Jeffery A. Boone

JAB/amb

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