

## **AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY of VENICE, FLORIDA, a municipal corporation (hereinafter referred to as “City”) and BORDER AND JACARANDA HOLDINGS, LLC, a Florida limited liability company (hereinafter referred to as “Owner” and Owner and City collectively referred to hereinafter as the “Parties”).

**WHEREAS**, the City and E. E. VAN PELT and JOYCE E. VAN PELT, are parties to a Pre-Annexation Agreement dated June 24, 2003 (the “Pre-Annexation Agreement”); and

**WHEREAS**, Owner purchased the property subject to the Pre-Annexation Agreement and are the successor in title and interest to E. E. VAN PELT and JOYCE E. VAN PELT; and

**WHEREAS**, under the City’s comprehensive plan, Owner’s property could have been developed at a density of six (6) dwelling units per acre but Owner sought to develop 2.5 units per acre, significantly reducing density and impacts of the development.

**WHEREAS**, in light of the significant reduction in density, the City and Owner wish to amend certain terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the covenants, stipulations and promises contained herein and in the Pre-Annexation Agreement, the Parties agree as follows:

**PARAGRAPH 1.** The above recitals are true and correct and are incorporated herein.

**PARAGRAPH 2.** The property subject to the Pre-Annexation Agreement owned by Owner is shown as Exhibit “A” attached hereto (the “Property”).

**PARAGRAPH 3.** The Parties agree to amend Section 7 “EXTRAORDINARY MITIGATION FEE EXTRACTION,” as follows:

In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of ~~\$1,629.00~~ \$1,650.00 per equivalent dwelling unit (“EDU”). ~~The extraordinary mitigation fee shall be adjusted each fiscal year by an amount based on the fluctuations of the Consumer Price Index, subject to certain limitations and requirements as set forth in Exhibit “B” to this agreement.~~ For purposes of this agreement, the definition of equivalent dwelling unit is the same as the definition contained within the City Comprehensive Plan. For every extraordinary impact fee paid to the City, the Owner shall receive a credit towards any existing or future impact fee adopted and collected by the City (excluding any impact fees collected by the City for Sarasota County), but such credit shall not exceed \$1,650.00. The obligation to pay extraordinary impact fees related to the Property shall terminate on April 30, 2021.

**PARAGRAPH 4.** Owner agrees that it shall be responsible for all infrastructure necessitated by its development of the Property. If there is an agreement by the Parties to construct infrastructure that increases capacity beyond that necessitated by the development, Owner shall be entitled to be either reimbursed by the City or shall be entitled to an impact fee credit.

**PARAGRAPH 5.** The above-described amendments shall be effective as of July 1, 2018.

**PARAGRAPH 6.** All other terms and conditions of the Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

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

CITY OF VENICE, FLORIDA

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

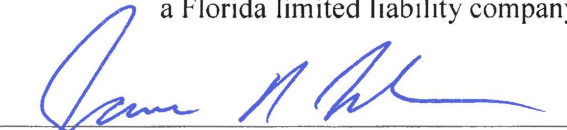
\_\_\_\_\_  
LORI STELZER, CITY CLERK


(SEAL)

\_\_\_\_\_  
DAVID PERSSON, CITY ATTORNEY

BORDER AND JACARANDA HOLDINGS, LLC  
a Florida limited liability company

  
Veronica McGuire

BY:   
James R. Schier

  
Amy R. Mallon

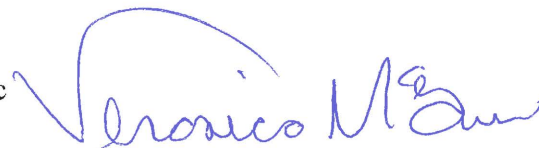
STATE OF FLORIDA

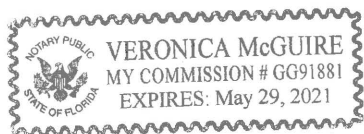
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of June, 2018, by James R. Schier who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public





Printed name of notary:

Veronica McGuire

Commission Number:

## **EXHIBIT "A"**

### **SUBJECT PROPERTY LEGAL DESCRIPTION**

The West 615.5 feet, LESS the South 170 feet, of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida; being the lands of Jones described in O. R. 1088/1038 and O. R. 1120/1417. SUBJECT to an easement for FPL described in O. R. 1203/599, SUBJECT to an unwritten private ingress and egress easement per verbal agreement over the North 30 feet of the above described lands of Jones for Laurel Road. TOGETHER with Grantors' interest, if any, in an unwritten non-exclusive ingress and egress easement per verbal agreement over the North 30 feet of Section 37 and the North 30 feet of Section 34, being Laurel Road, as recited on survey prepared by Richard C. Thomas for Wm. Hebb & Associates, dated November 21, 1999, Job #593. TOGETHER with an ingress and egress easement described in O. R. 1088/1036; being the South 170 feet of the Northeast 1/4 of the Northeast 1/4; also the East 170 feet of the Southeast 1/4 of the Northeast 1/4; also the East 170 feet of the Northeast 1/4 of the Southeast 1/4; also the East 170 feet Less the South 100 feet of the Southeast 1/4 of the Southeast 1/4; also the West 50 feet of the East 220 feet of the South 203 feet of the Southeast 1/4 of the Southeast 1/4; all being in Section 34, Township 38 South, Range 19 East, Sarasota County, Florida. Parcel No. 0389-00-1001