

PRE-ANNEXATION AGREEMENT

This Agreement is made this _____ day of _____, 2026 by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City"), and iHEARTMEDIA + ENTERTAINMENT, INC. (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately 10.12 +/- acres located in Sarasota County, Florida, which is more particularly described by the legal description and map attached hereto as Exhibit "A" (hereinafter referred to as the "Subject Property"); and

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

WHEREAS, the City has determined it will receive certain benefits from the development of the Subject Property under the jurisdiction of the City that it would otherwise forego should the Subject Property develop in unincorporated Sarasota County; and

WHEREAS, the Amended and Restated Joint Planning and Interlocal Service Boundary Agreement (IPA/ILSBA) between the City and County identifies the Subject Property as a potential area for future annexation in the City; and,

WHEREAS, this Agreement is a contract between the parties and is not meant as nor shall it be construed as a development order or any form of development approval; and

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

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

1. INTRODUCTORY CLAUSES. The above Whereas clauses are ratified and confirmed as true and correct.
2. CONDITION PRECEDENT. This Agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.
3. COMPREHENSIVE PLAN AND ZONING. The Subject Property currently has a Sarasota County Future Land Use designation of Moderate Density Residential, a Sarasota County zoning designation of Open Use Estate, and is located within Area 7 of the JPA/ILSBA. The

Owner shall petition the City to redesignate the Subject Property to a City Future Land Use designation and rezone the Subject Property to a district or districts under the City Zoning Code concurrent with the City's consideration and adoption of an ordinance annexing the property into the corporate limits of the City. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.

- 4. CONCURRENCY EVALUATION NOT MADE: NO RELIANCE OR. VESTED RIGHT. Nothing contained in this Agreement, nor any review of the impacts of the proposed development of the Subject Property upon public facilities and services that has occurred during the process of reviewing or negotiating this Agreement, shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property.
- 5. EXPANSION OF WATER AND SEWER UTILITY INFRASTRUCTURE. At the time of development of the Subject Property, the Owner, or its successors and assigns, shall design, construct, and pay for installing, extending, sizing, and upsizing all offsite and onsite potable water and wastewater systems necessary to serve the full buildout of the project with connections to existing systems. Typical components of these systems may include, but are not limited to, the following:

Utility System	Components
Potable Water	Piping, valve assemblies, hydrants, service lines, blow-offs, backflow assemblies.
Sewer Collection	Piping, manholes, manhole covers, linings, laterals, force mains, valve assemblies, lift stations, vacuum sewer components.
Reclaimed Water	Piping, valve assemblies, service lines.

If utility system components serve needs beyond the full buildout of the project, then the costs associated with the design, construction, installation, extension, sizing, and upsizing of such components shall be equitably shared by the City. The specific terms of any such share in costs shall be negotiated between the Owner, or its successors and assigns, and the City through a subsequent agreement.

All such work shall be performed in accordance with plans and specifications approved through the City's construction permitting process and in accordance with the versions of the City Code, State Rules and Regulations, Recommended Standards for Wastewater

Facilities (Great Lakes Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers Standards), and Utilities Standard Details then in effect.

6. ADDITIONAL REOUIREMENTS.

- A. The Owner is required to provide, at its cost, all necessary access to the site.
- B. Internal roadways and stormwater facilities shall be designed and constructed at the expense of Owner. Internal roadways and stormwater facilities shall be privately owned and maintained.
- C. The Owner shall comply with all applicable requirements of the JPA/ILSBA, as amended.

7. WATER UTILITY CHARGES. The Owner, or its successors and assigns, shall pay all water utility rates, fees, and charges. including any capital charges such as water plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's water utility systems.

8. IMPACT FEES. The City collects certain impacts fees as well as certain impact fees enacted by Sarasota County within the City. Development of the Subject Property shall be subject to such impact fees and any additional impact fees adopted by Sarasota County or the City in the future.

9. PERMITTED USE OF SUBJECT PROPERTY. Bonafide agricultural uses are currently permitted on the Subject Property under the Sarasota County OUE zoning district. Upon the annexation of the Subject Property, such uses not otherwise permitted by the City Zoning Code shall be deemed to be permitted uses for the Subject Property, as such term is defined in the City Code of Ordinances, until the property is developed/redeveloped under the City Zoning Code.

10. ATTORNEY FEE REIMBURSEMENT. The Owners shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning the annexation and in accordance with Ch. 87, Section 1.2.B of the City Code.

11. INDEMNITY. It is agreed that if the City shall accept and include the Subject Property for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and hold the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceeding.

The Owner further covenants and agrees that, if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits. Moreover, the Owner further covenants and agrees to waive any claim for a refund of ad valorem taxes levied by and paid to the City on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

12. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce performance of the same or to perform any such term or condition and recover the costs of same from the defaulting party.
13. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial, or appellate proceedings.
14. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives, and assigns of the parties to this Agreement.
14. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.
15. CONSTRUCTION OF AGREEMENT. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.
16. INCORPORATION INTO ORDINANCE. This Agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City.
17. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

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

CITY OF VENICE, FLORIDA

ATTEST:

Nick Pachota, Mayor

Approved by City Council

Date: _____

APPROVED AS TO FORM:

City Attorney

iHEARTMEDIA + ENTERTAINMENT, INC.

By: Molly Winkler
Its: SVP, Real Estate

STATE OF NY

COUNTY OF NY

I HEREBY CERTIFY that the foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence () or () online notarization, on this 21st day of January, 2026, by Molly Winkler, as SVP Real Estate for iHEARTMEDIA + ENTERTAINMENT, INC., who is personally known to me () or produced _____ as identification.



NOTARY PUBLIC

Sign Michael J. Correia
Print Michael Correia

(SEAL)
My Commission Expires:

EXHIBIT "A"

A parcel of land lying in Section 10, Township 39 South, Range 19 East, Sarasota County, Florida described as follows: COMMENCE at the Northwest Corner of Tract 14, VENICE FARMS, as shown in Plat Book 2, Page 179, of the Public Records of Sarasota County, Florida; thence N.00°03'07"E., along the East Right of Way line of N. Auburn Road (73.00 feet wide), a distance of 224.24 feet to a certain 5/8" diameter iron rod & cap found (BRITT LB 6638), which is the POINT OF BEGINNING; thence continue N.00°03'07"E., along said East Right of Way line, a distance of 670.42 feet to the centerline of Blackburn Canal; thence S.61°41'22"E., along said centerline of Blackburn Canal, same being the southerly line of VENICE ACRES, UNIT 1, as recorded in Plat Book 24, Page 10, of the Public Records of Sarasota County, Florida, and the southerly line of VENICE ACRES, UNIT 2, as recorded in Plat Book 25, Page 20, of the Public Records of Sarasota County, Florida, a distance of 1212.58 feet to the Northwest corner of lands of Sarasota County, described in Official Records Instrument #1998077259, of the Public Records of Sarasota County, Florida; thence S.27°51'36"W., along the West line of said lands described in Official Records Instrument #1998077259, and the West line of VENICE PALMS, PHASE 1, recorded in Plat Book 40, Page 7, Public Records of Sarasota County, Florida, a distance of 128.20 feet to a certain 5/8" diameter iron rod & cap set (BRITT LB 8601); thence S.62°15'49"E., a distance of 70.02 feet, returning to said West line of VENICE PALMS, PHASE 1 at the location of a certain 5/8" diameter iron rod & cap set (BRITT LB 8601); thence S.27°53'18"W., along said West line of VENICE PALMS, PHASE 1, a distance of 191.56 feet to a certain 5/8" diameter iron rod & cap found (BRITT LB 6638); thence N.62°08'22"W., leaving said West line of VENICE PALMS, PHASE 1, a distance of 721.35 feet to a certain 5/8" diameter iron rod & cap found (BRITT LB 6638); thence S.46°43'18"W., a distance of 142.04 feet to a certain 5/8" diameter iron rod & cap found (BRITT LB 6638) located on a point on a curve to the left having a radius of 20.00 feet, a central angle of 138°17'42", a chord bearing of S.67°33'51"W., and a chord length of 37.38 feet; thence along the arc of said curve, an arc length of 48.27 feet to a certain 5/8" diameter iron rod & cap found (BRITT LB 6638); thence S.88°26'08"W., a distance of 204.96 feet to the POINT OF BEGINNING.