

From: [Gary Scott](#)
To: [Planning Commission](#); [Kelly Fernandez](#); [Roger Clark](#)
Cc: [Kelly Michaels](#); [Mercedes Barcia](#); [Toni Cone](#); [Amanda Hawkins-Brown](#)
Subject: Application to Amend Cielo Preliminary Plat; Petition # 22-39PP
Date: Monday, August 28, 2023 5:55:04 PM
Attachments: [Staff comments- No. 22-39PP.pdf](#)
[Application-BJH"s responses to plat comments.pdf](#)
[Release-title opinion.pdf](#)
[Release-city attorney opinion.pdf](#)
[Release.pdf](#)
[Cielo Covenant 4.01.pdf](#)
[Release-florida case law.docx](#)
[Release- email regarding outside opinion.pdf](#)

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To Commission Members, Ms. Fernandez and Mr. Clark:

[I am offering this correspondence on behalf of North Venice Neighborhood Alliance as its president. I apologize for the length of the email, but ask that you please take the time to read it. For the reasons discussed, NVNA is simply requesting that the city obtain an outside independent legal opinion that addresses the accuracy of the title opinion submitted by the applicant in support of its application to amend the Cielo preliminary plat, and the Release that title opinion relies upon.]

At the hearing held before the planning commission on August 15 attorney Boone suggested that if his client was permitted to simply do a replat of the Cielo subdivision through the city engineer, time could be saved. The final plat could go directly from the city engineer to the city council. And according to LDR 86-231(b)(7) the city council "may approve or disapprove the plat." There would not have to be any public discussion at all. The city council could simply vote to approve the final plat. Frequently that is how final plats are approved. The applicant understands that.

Time would be saved if the applicant was allowed to do a replat through the city engineer. The time that would be saved is the time it would take to have the public session before the planning commission that is required by LDR 86-231(b)(3). Mr. Boone and his client are not as interested in saving time as they are in avoiding the scrutiny of its preliminary plat application by the planning commission. The applicant may want to avoid any questions from the commission about the title opinion it submitted in support of its application or the release it executed that is referenced in that opinion. For the reasons provided below, both the opinion and the release need the commission's scrutiny.

The title opinion submitted by the applicant Border and Jacaranda Holdings, LLC (BJH) references and relies upon a recorded release that may be void and unenforceable. That release, which was prepared by the same law firm that authored the title opinion and which was executed without the knowledge of the people on whose behalf it was purportedly executed, appears contrary to Florida law and against the state's public policy. On behalf of North Venice Neighborhood Alliance as its president, I urge the city attorney and members of the planning commission to retain the services of

an unbiased outside Florida attorney to opine on the accuracy of the applicant's title opinion and the validity of the release referenced in that opinion.

The project for which the applicant seeks approval, and which involves the construction of a commercial center on a 10.42 acre parcel of land located at the corner of Laurel Road and Jacaranda Boulevard, is opposed by thousands of Venice residents. Before any such project is approved there should be no doubt as to who has a legal interest in that parcel. Even though the applicant just recently responded to the comments of the planning staff that were issued over a year ago, it has requested that its application be heard by the commission immediately. But the city should not be hasty in reaching a decision on the applicant's petition. Mr. Boone at the hearing last month stated, "This project has been under immense scrutiny and everyone wants to be extremely cautious." The city should be cautious; it should take the time to obtain an independent outside title opinion. The residents of Venice deserve that much.

In response to the application to amend the preliminary plat that was filed in June of 2022, the planning staff asked the applicant BJH to address F.S. 177.081(2) "regarding the requirement for all property owners included in the recorded final plat for Cielo to execute the dedication on the proposed revised plat." (Attached) In response BJH recently stated that it is the sole owner of the 10.42 acre parcel. (Attached) The city followed by asking for a title opinion which BJH provided. (Attached) The city attorney, based upon that title opinion, now believes that the subject parcel is owned solely by BJH. (Attached)

It first needs to be noted that the title opinion submitted by BJH was prepared by the law firm of Vogler & Ashton. Attorney Ed Vogler testified as an expert witness on behalf of the applicant at the May 24 hearing before the city council on BJH's application to amend the Milano PUD. Mr. Vogler testified that he had represented Pat Neal and his family and his companies for over 40 years. It is suggested that someone who has served as an advocate for the applicant for that length of time should perhaps not be the author of what is to be an objective title opinion.

The title opinion states that the title to the parcel held by BJH is subject to the Cielo final plat as that plat is "affected by that certain Release and Termination of Cielo Easements & Restrictive Covenants". That release, according to the title opinion, releases and terminates all private easements held by the Cielo Neighborhood Association and removes the 10.42 acres from the Cielo Declaration of Covenants. (Release attached) But the Release may be void and unenforceable as it appears to be contrary to Florida statute and against state public policy. Any outside legal opinion sought by the city needs to specifically include an opinion as to the validity and enforceability of the Release upon which the Vogler title opinion relies.

It would not be expected that any attorney with Vogler & Ashton would opine that the Release is void and unenforceable since it is that same law firm that prepared the Release for Pat Neal approximately two months before it authored the title opinion. In what arguably has the appearance of a conflict of interest, Vogler & Ashton has impliedly provided its opinion that a document that that law firm prepared is valid and enforceable. And that law firm's client, the applicant, is asking that the city rely upon that opinion in considering its application.

The Release is an agreement among three parties: the applicant, the developer Neal Communities of Southwest Florida, and the Cielo Neighborhood Association. The Association is still controlled by Neal Communities, since the subdivision has not yet been turned over to the Cielo homeowners. It is worth noting that the Release was executed on October 1, 2022, more than three months after the application to amend the Cielo preliminary plat was first filed and two months after the planning staff asked BJH to address F.S. 177.081(2).

The Release states that the parties have agreed that “it is in the best interests of the landowners within the Cielo Subdivision” to release 10.42 acres from the terms of the Cielo Declaration of Covenants, Conditions and Restrictions. The Release further states that these 10.42 acres “shall no longer be deemed Common Property (open space) of the Association.”

Under the Cielo Covenants, all Common Property, including the 10.42 acres, is to be maintained and preserved by the Neighborhood Association. By the terms of the Covenants, that Common Property is for the common use of all the homeowners within Cielo. And under the Covenants all the Cielo homeowners are granted an easement “for the use and enjoyment of the Common Property.”

The Covenants provide that the developer can amend the development plan of the Common Property “provided such amendment does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property.” (Covenants, Section 4.01 (d), attached) It may be because of that protective provision that prohibits the applicant from doing what it wants to do, that the applicant attempted through the Release to remove the 10.42 acres from the Covenants.

When reviewing the Release, it is important to consider the following:

- The Release was prepared and executed exclusively by Neal owned or controlled entities and Neal employees. Pat Neal testified at the city council hearing on the application to amend the Milano PUD that he controls all three parties to the contract. The Release is a unilateral contract.
 - The Release was executed by Chris Clark as President of the Cielo Neighborhood Association who was then also Vice President of Operations, North Region, Neal Communities.
 - The Cielo Neighborhood Association then had three board members according to its filing with the Florida Department of State: Chris Clark (Neal VP); Tracy Hecht, Community Association Manager for Neal Communities; and Seth Thompson, a Cielo homeowner designated at the time as the resident HOA rep.
 - Mr. Thompson, the Cielo homeowner, did not sign this Release and was not even aware of its existence until it was shown to him months after its execution. Furthermore, none of the homeowners of the Cielo Subdivision were given notice of the Cielo Neighborhood Association’s intention to execute the Release. Mr. Thompson testified under oath to the above at the city council hearing.

- The standard procedure for association boards was not followed by the Association when Chris Clark signed the Release. Mr. Thompson was not aware of any Association board meeting where the Release was ever discussed.
- The two Association board members employed by Neal had a fiduciary duty to the Cielo homeowners. “The officers and directors of an association have a fiduciary relationship to the members who are served by the association.” (F.S. 720.303).”
- The Release states that removing the 10.42 acre parcel from the Covenants is “in the best interests of the landowners within the Cielo Subdivision.” The Release provides no explanation as to how the removal of open space serves the homeowners’ interests, especially when it was done without the homeowners’ knowledge.
- Through the Release, the applicant attempts to delete 10.42 acres of open space from the Cielo Covenants and convert it to a shopping center. It goes without saying that such an amendment to the Covenants would “materially and adversely change the nature, size and quality of the Common Property”.
- Most importantly, the Release may be void and unenforceable as contrary to law and against Florida state public policy.

Under Florida state statute it is against public policy for a developer, prior to the subdivision being turned over to a homeowners’ association, to amend the association’s governing documents in such a way that it prejudices the homeowners’ right to use and enjoy the common property. With the execution of the Release the developer, Neal Communities, effectively amended the Cielo Covenants, and attempts to do exactly what Florida statute clearly prohibits it from doing.

“It is declared the public policy of the state that prior to transition of control of a homeowners’ association in a community from the developer to the nondeveloper members, as set forth in s. [720.307](#), the right of the developer to amend the association’s governing documents is subject to a test of reasonableness, which prohibits the developer from unilaterally making amendments to the governing documents that are arbitrary, capricious, or in bad faith; destroy the general plan of development; prejudice the rights of existing nondeveloper members to use and enjoy the benefits of common property; or materially shift economic burdens from the developer to the existing nondeveloper members.” Florida Statute 720.3075(5)

The Florida Supreme Court has clearly stated that a contract that is against public policy is void and should not be enforced. “Florida’s law has long held that contracts which are determined to be against public policy and void should not be enforced.” *Cardegna v Buckeye Check Cashing*, No. SC02-2161, 2005. (Attached) The title opinion submitted by the applicant cannot be the basis for the city attorney’s opinion that the subject parcel is owned solely by the applicant.

In a recent email the city attorney stated that she was considering getting an outside opinion relating to the ownership issue. (Attached) Given the doubt as to the validity of the Release, given that the title opinion was authored by the same law firm that prepared the Release, given what is at stake, and given that, according to Mr. Boone, “everyone wants to be extremely cautious”, the city should obtain a legal opinion from an outside attorney. And it is imperative that such an outside legal opinion, which should include an opinion as to the validity and enforceability of the Release, be obtained before there is any further action taken upon BJH’s application. Thank you.

Gary Scott for North Venice Neighborhood Alliance



CITY OF VENICE

PLANNING AND ZONING DEPARTMENT

MEMORANDUM

TO: Rebecca Paul, Planning Coordinator

FROM: Nicole Tremblay, Senior Planner

DATE: August 1, 2022

SUBJECT: Petition No. 22-39PP – Milano Preliminary Plat Amendment – Village at Laurel and Jacaranda
(Initial Submittal)

Upon review of the above referenced application, staff provides the following review comments.

REQUIRED REVISIONS

Application Materials

1. Please complete a concurrency application that reflects the entire PUD rather than just this parcel.
2. Similarly, please provide stormwater calculations regarding impacts of the proposed development on the overall stormwater system approved through the PUD. The concurrency application says “See Drainage Narrative,” but none was provided.
3. The transportation analysis does not match the proposed site plan regarding proposed uses and should be revised. Further, the analysis is done for the commercial proposal only and should include analysis regarding the impact of the proposed development on the overall approved traffic study for the entire PUD, which was only approved for 673 PM Peak Hour trips.
4. Please provide a more descriptive narrative referencing the tracts being affected through this plat amendment.
5. Please address F.S. § 177.081(2) regarding the requirement for all property owners included in the recorded final plat for Cielo to execute the dedication on the proposed revised plat (or through separate instrument).

Preliminary Plat Plans

1. Please provide one sheet showing the approved final plat as recorded.
2. General Note #2 states that Cielo will be a commercial development; this is a replat and includes the residential area of the subdivision. Please revise to include all uses.
3. General Note #3 references “The Village at Laurel and Jacaranda;” please provide either documents confirming that this entity exists currently or an explanation of the process through which it will be created.
4. General Note #4 states that Cielo in its entirety is vacant. Please revise to reflect accurate conditions.
5. General Note #7 only addresses the site coverages for the commercial portion; Please revise to include all of Cielo. Site coverages are known based on the site and development plan application – please add.
6. General Note #8 does not include the known parking calculations for both the residential and nonresidential areas of Cielo.
7. General Note #9 does not reflect the setbacks that apply throughout Cielo.
8. General Note #10 does not list the maximum building height determined through the Binding Master Plan for the Milano PUD.
9. General Note A should reflect the open space for Cielo. Additionally, the notes were numbered and then switched to lettering; please correct.

10. Please update the land use table from the original Cielo preliminary plat, shown below:

	PUD REZONE		SUM OF PLATTED UNITS WITHIN MILANO PUD		PRELIMINARY PLAT ARIA		PRELIMINARY PLAT CIELO PHASE 1 & 2	
LAND USE	AREA (AC)	%	AREA (AC)	%	AREA (AC)	%	AREA (AC)	%
RESIDENTIAL	182	34.5%	66.08	28%	42.43	24%	22.61	18%
AMENITY AREA	4	0.8%	2.26	1.29%	2.61	1.5%	1.05	0.8%
ROAD ROW	50	9.5%	20.34	8%	12.07	6.82%	6.91	5.5%
WETLANDS	131		55.11		19.22		48.14	
CONSERVATION	9		14.14		4.34		9.31	
LAKES	94		33.29		62.26		13.35	
OTHER OPEN SPACE	57		22.37		56.48		24.13	
TOTAL OPEN SPACE	291	62%	125.41	69%	142.30	81%	94.93	76%
IMPERVIOUS	N/A		67.98	25%	35.18	20%	18.01	14%
TOTAL AREA	527.32	100%	225.43	100%	176.39	100%	125.50	100%
* % ARE BASED ON THE "TOTAL AREA" I.E. RESIDENTIAL AREA = 22.61/125.50AC = 18%								
LOT TYPE	#		#		#		#	
SINGLE FAMILY DETACHED A LOTS	N/A		239		0		0	
SINGLE FAMILY DETACHED B LOTS	N/A		99		0		126	
SINGLE FAMILY ATTACHED (PAIRED VILLA)	N/A		126		0		0	
MULTI FAMILY	N/A		0		0		0	
SINGLE FAMILY DETACHED D LOTS	N/A		0		107		0	
SINGLE FAMILY DETACHED E LOTS	N/A		0		73		0	
LOT TOTAL	1,350		646		180		126	
DU/AC	2.56		1.61		1.02		1.00	

For your convenience, the site data from the Fiore preliminary plat is also shown here:

	PUD REZONE		SUM OF PLATTED UNITS WITHIN MILANO PUD		PRELIMINARY PLAT CIELO PHASE 1		PRELIMINARY PLAT FIORE (AKA CIELO) PHASE 2	
LAND USE	AREA (AC.)	%	AREA (AC.)	%	AREA (AC.)	%	AREA (AC.)	%
RESIDENTIAL	182	34.5%	108.51	27.0%	15.63	17.4%	6.65	18.7%
AMENITY AREA	4	0.8%	4.87	1.2%	1.05	1.2%	0.52	1.5%
ROAD ROW	50	9.5%	32.41	8.1%	4.56	5.1%	2.35	6.6%
WETLANDS	131		74.33		39.58		8.56	
CONSERVATION	9		18.48		6.06		3.25	
LAKES	94		95.55		10.213		4.347	
OTHER OPEN SPACE	57		78.85		13.077		9.84	
TOTAL OPEN SPACE	291	55.2%	267.71	66.6%	68.93	76.6%	26.00	73.2%
IMPERVIOUS	N/A		103.16	25.7%	8.623	9.6%	10.597	29.8%
TOTAL AREA	527.32	100%	401.82	100%	89.98	100%	35.52	100%
LOT TYPE	#		#		#		#	
SINGLE FAMILY DETACHED A LOTS	N/A		239		0		0	
SINGLE FAMILY DETACHED B LOTS	N/A		99		71		0	
SINGLE FAMILY ATTACHED (PAIRED VILLAS)	N/A		126		0		0	
MULTI FAMILY	N/A		0		0		0	
SINGLE FAMILY DETACHED D LOTS	N/A		107		0		0	
SINGLE FAMILY DETACHED E LOTS	N/A		73		0		0	
SINGLE FAMILY ATTACHED (TOWNHOME)	N/A		0		0		126	
LOT TOTAL	1350		644		71		126	
DU/AC	2.56		1.63		0.79		3.55	

Responses to COV Technical Review Comments – Village at Laurel and Jacaranda Preliminary Plat Amendment

Planning

REQUIRED REVISIONS

Application Materials

1. Please complete a concurrency application that reflects the entire PUD rather than just this parcel.
See attached which was previously provided with the associated PUD Amendment application.
2. Similarly, please provide stormwater calculations regarding impacts of the proposed development on the overall stormwater system approved through the PUD. The concurrency application says “See Drainage Narrative,” but none was provided.
As confirmed with staff, this was provided with original application submittal.
3. The transportation analysis does not match the proposed site plan regarding proposed uses and should be revised. Further, the analysis is done for the commercial proposal only and should include analysis regarding the impact of the proposed development on the overall approved traffic study for the entire PUD, which was only approved for 673 PM Peak Hour trips.
The transportation analysis was updated through the associated PUD Amendment application. Please see attached.
4. Please provide a more descriptive narrative referencing the tracts being affected through this plat amendment.
The applicant believes the narrative is sufficiently descriptive and the proposed amendment is well understood.
5. Please address F.S. § 177.081(2) regarding the requirement for all property owners included in the recorded final plat for Cielo to execute the dedication on the proposed revised plat (or through separate instrument).
The sole fee simple title holder and owner of record of the parcel to be re-platted is Border and Jacaranda Holdings, LLC, a Florida limited liability company. Florida Statute 177.081 (2) requires that every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. This is confirmed by opinions of title provided by Vogler Ashton, PLLC. The only signature required to convey this property by deed is an authorized manager of Border and Jacaranda Holdings, LLC, a Florida limited liability company. Also, to provide additional, but statutorily unnecessary, support, the Declarant of the Cielo Subdivision [an affiliate of the owner of record] retained the right to re-plat a portion of the original plat at its sole option. No other person or entity, including any lot or homeowner in the Cielo Subdivision is required to consent to or join in such a re-plat. This procedure is consistent with the state law and the practice employed by the City of Venice in multiple re-plats, including plat immediately adjacent to Cielo and within the zoning planned unit development.

Preliminary Plat Plans

1. Please provide one sheet showing the approved final plat as recorded.
As discussed with staff, this submittal is limited to the 10.42 acre parcel and the applicant does not believe this is required, or necessary, and review of similar preliminary plat amendments approved by the City indicate this information was not required to be provided.
2. General Note #2 states that Cielo will be a commercial development; this is a replat and includes the residential area of the subdivision. Please revise to include all uses.
As discussed with staff, this submittal is limited to the 10.42 acre parcel which will be commercial in its entirety. Therefore, no revision is required.
3. General Note #3 references “The Village at Laurel and Jacaranda;” please provide either documents confirming that this entity exists currently or an explanation of the process through which it will be created.
The applicant anticipates creation of a Florida Limited Liability Company.
4. General Note #4 states that Cielo in its entirety is vacant. Please revise to reflect accurate conditions.
As discussed with staff, this submittal is limited to the 10.42 acre parcel which is vacant. Therefore, no revision is required.
5. General Note #7 only addresses the site coverages for the commercial portion; Please revise to include all of Cielo. Site coverages are known based on the site and development plan application – please add.
As discussed with staff, this submittal is limited to the 10.42 acre parcel. Site coverage will be determined at the time of S&D approval. Therefore, no revision is required.
6. General Note #8 does not include the known parking calculations for both the residential and nonresidential areas of Cielo.
Parking calculations are unknown and will be determined at the time of Site & Development Plan.
7. General Note #9 does not reflect the setbacks that apply throughout Cielo.
As discussed with staff, this submittal is limited to the 10.42 acre parcel for which the setbacks have been provided. Therefore, no revision is required.
8. General Note #10 does not list the maximum building height determined through the Binding Master Plan for the Milano PUD.
As discussed with staff, this submittal is limited to the 10.42 acre parcel and the applicant does not believe any revision is required. It is acknowledged building heights are controlled by the Binding Master Plan for the Milano PUD.
9. General Note A should reflect the open space for Cielo. Additionally, the notes were numbered and then switched to lettering; please correct.
As discussed with staff, this submittal is limited to the 10.42 acre parcel and the applicant does not believe this is required.
10. Please update the land use table from the original Cielo preliminary plat, shown below.
As discussed with staff, this submittal is limited to the 10.42 acre parcel and the applicant does not believe this is required.

Engineering

Required Revisions:

1. Modifications to the Cielo master stormwater system are proposed. Please provide stormwater calculations demonstrating that the modified master stormwater system will meet the requirement that the total post-construction runoff volume does not exceed the pre-construction runoff volume for the 25-year, 24 hour storm event (Sec. 86-233(n)(1)(b)).
As confirmed with staff, this information was provided with the original application submittal.

Utilities

1. Easements shall be provided around any City-Owned and maintained utilities, including meter and backflow.

Acknowledged.

VOGLER ♦ ASHTON

Edward Vogler II
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Kimberly Ashton
kimashton@voglerashton.com

December 6, 2022

City of Venice, Florida
and Border and Jacaranda Holdings, LLC

In Re: Plat – Cielo Replat (the “Property”):

Ladies and Gentlemen,

Our Firm examined matters of title for the plat entitled Cielo Replat, the legal description of which is attached hereto as **Exhibit “A,”** and incorporated herein, (the “Property”), and specifically that certain Title Commitment provided by Old Republic National Title Insurance Company, ORT File No. 2213405 CS, Effective October 25, 2022, at 8:00 AM, as further updated by our review of the Sarasota County Public Records through December 2, 2022, at 5:00 PM, (the “Title Report”). Based upon our review of the Title Report, we offer the following opinion of title:

In our opinion, the fee simple marketable title of the Property is vested in **Border and Jacaranda Holdings, LLC**, a Florida limited liability company, by virtue of those Special Warranty deeds, as recorded in Official Records Instrument Nos. 2013160948 and 2016154101, together with that certain Corrective Special Warranty Deed, as recorded in Official Records Instrument No. 2018046502, all of the Public Records of Sarasota County, Florida.

Ad valorem taxes and assessments up to and including the tax year of 2021 are paid.

Such title is subject to the following matters and exceptions, with all recording references to the Public Records of Sarasota County, Florida:

1. Right of Way Agreement granted to Florida Power & Light Company recorded in O.R. Book 931, Page 686.
2. Right of Way Agreement granted to Florida Power & Light Company recorded in O.R. Book 931, Page 684.
3. Temporary Slope Easement granted to The City of Venice recorded in O.R. Instrument No. 2013007711.
4. Developer's Agreement with the City of Venice recorded in O.R. Instrument No. 2014102555.
5. City of Venice Ordinance No. 2005-42 recorded in O.R. Instrument No. 2005236099.
6. Plat for Cielo as recorded in Plat Book 53, Page 288 as affected by that certain Release and Termination of Cielo Easements & Restrictive Covenant recorded in Official Records Instrument No. 2022165138 [This

instrument (i) releases and terminates all private easements held by Border and Jacaranda Holdings, LLC; Neal Communities of Southwest Florida, LLC; and the Cielo Neighborhood Association, Inc., established pursuant to that certain Plat for Cielo as recorded in Plat Book 53, Page 288; and, (ii) removes the Property from the control and jurisdiction of that certain Declaration of Covenants, Conditions and Restrictions for Cielo as recorded in Official Records Instrument No. 2019169159].

Respectfully submitted:

Vogler Ashton, PLLC

By:



Kimberly Ashton

KA/mas

Attachment: Exhibit "A" Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION OF CIELO REPLAT

DESCRIPTION:

TRACT 501 AND THAT PORTION OF TRACTS 306 AND 600 OF THE PLAT OF CIELO, AS RECORDED IN PLAT BOOK 53, PAGE 288, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AS CONTAINED IN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS, THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID RIGHT-OF-WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTHERLY 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40", TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTHERLY 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, 130.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET AND WHOSE CHORD BEARS NORTH 11°31'26" WEST, 26.97 FEET; THENCE NORTHERLY 27.18 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°43'15", TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 94.50 FEET AND WHOSE CHORD BEARS NORTH 11°58'28" WEST, 39.00 FEET; THENCE NORTHERLY 39.29 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 23°49'11 "; THENCE NORTH 00°03'52" WEST, 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING.

Kelly Fernandez

From: Kelly Fernandez
Sent: Wednesday, August 16, 2023 1:20 PM
To: Nicole Tremblay
Cc: Roger Clark
Subject: RE: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Thanks Nicole. This sufficiently confirms that the applicant for the preliminary plat is the sole owner of the property at issue. You can proceed with noticing the petition.

Kelly M. Fernandez, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
236 Pedro St.
Venice, FL 34285
Ph: (941) 306-4730 | Fax: (941) 306-4832
Board Certified by the Florida Bar in City, County and Local Government Law

A portion of the firm's practice includes the collection of debts. As such this electronic mail transmission may be an attempt to collect a debt, in which case any information which is obtained will be used for that purpose.

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From: Nicole Tremblay <NTremblay@venicefl.gov>
Sent: Wednesday, August 16, 2023 8:53 AM
To: Kelly Fernandez <kfernandez@flgovlaw.com>
Cc: Roger Clark <RClark@venicefl.gov>
Subject: FW: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Kelly,

Attached is the title opinion provided by the Boone Law Firm for this application. Please review and let us know your thoughts when you have a chance. Thanks.

Nicole Tremblay, AICP

Senior Planner
Planning and Zoning
City of Venice
401 W. Venice Avenue
Venice, FL 34285
Tel: 941-882-7449
Email: NTremblay@venicefl.gov
Web: www.venicegov.com



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From: Jim Collins <JCollins@boone-law.com>

Sent: Wednesday, August 16, 2023 8:51 AM

To: Nicole Tremblay <NTremblay@venicefl.gov>; Roger Clark <RClark@venicefl.gov>

Cc: Jeffery A. Boone <JBoone@boone-law.com>; Jackson Boone <jackson.boone@boone-law.com>; annette.boone@boone-law.com; Kelly Fernandez <kfernandez@flgovlaw.com>; Rebecca Paul <RPaul@Venicefl.gov>

Subject: RE: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Roger, Nicole:

As requested, attached is the Title Opinion Letter. Would you please confirm this will allow you to run the required ad to place this matter on the September 5th Planning Commission meeting. Thanks.

Jim

From: Nicole Tremblay <NTremblay@venicefl.gov>

Sent: Monday, August 14, 2023 12:07 PM

To: Jim Collins <JCollins@boone-law.com>; Rebecca Paul <RPaul@Venicefl.gov>; Annette Boone <Annette.Boone@boone-law.com>; Jackson Boone <Jackson.Boone@boone-law.com>; Jeffery A. Boone <JBoone@boone-law.com>; Lee Fosco <LFosco@boone-law.com>

Subject: RE: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Good afternoon,

Based on discussion with the City Attorney, we need the applicant to provide a title opinion for the proposed petition. Please provide as soon as possible so that the City Attorney may review it. We are trying to get the project on the September 5th Planning Commission meeting.

Nicole Tremblay, AICP

Senior Planner

Planning and Zoning

City of Venice

401 W. Venice Avenue

Venice, FL 34285

Tel: 941-882-7449

Email: NTremblay@venicefl.gov

Web: www.venicegov.com



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From: Nicole Tremblay

Sent: Friday, August 11, 2023 12:24 PM

To: Jim Collins <JCollins@boone-law.com>; Rebecca Paul <RPaul@Venicefl.gov>; annette.boone@boone-law.com;
Jackson Boone <jackson.boone@boone-law.com>; Jeffery A. Boone <JBoone@boone-law.com>; Lee Fosco
<LFosco@boone-law.com>

Subject: RE: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Hi Jim,

We have accepted the responses to all comments except #5 – we are awaiting a legal opinion on this one and will be able to provide that to you by Tuesday of next week.

Thanks,
Nicole Tremblay, AICP
Senior Planner
City of Venice
401 West Venice Ave
Venice, FL 34285
941-882-7449

From: Jim Collins <JCollins@boone-law.com>

Sent: Friday, August 11, 2023 11:53 AM

To: Rebecca Paul <RPaul@Venicefl.gov>; annette.boone@boone-law.com; Jackson Boone <jackson.boone@boone-law.com>; Jeffery A. Boone <JBoone@boone-law.com>; Lee Fosco <LFosco@boone-law.com>

Cc: Nicole Tremblay <NTremblay@venicefl.gov>

Subject: RE: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

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Rebecca- following up on this. Are there any review comments from Planning?

From: Rebecca Paul <RPaul@Venicefl.gov>

Sent: Thursday, August 3, 2023 11:23 AM

To: Annette Boone <Annette.Boone@boone-law.com>; Jackson Boone <Jackson.Boone@boone-law.com>; Jeffery A. Boone <JBoone@boone-law.com>; Jim Collins <JCollins@boone-law.com>; Lee Fosco <LFosco@boone-law.com>

Cc: Nicole Tremblay <NTremblay@venicefl.gov>

Subject: TRC Comments for 22-39PP Milano Amendment (resubmittal #1)

Good morning,

Please be advised we have not received any comments thus far for the subject petition. The Planning Department has requested an additional week for review.

I send a follow-up email with the remaining comments or confirmation of compliance.

Thank you,

Rebecca

Rebecca Paul
Planning Coordinator
City of Venice
401 W. Venice Ave.
Venice, FL 34285
(941) 882-7434
rpaul@venicefl.gov



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10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

This instrument prepared by and returned to:
Vogler Ashton, PLLC 705
10th Ave. W. #103
Palmetto, FL 34221

**RELEASE AND TERMINATION OF CIELO
EASEMENTS & RESTRICTIVE COVENANTS**

This **RELEASE AND TERMINATION OF CIELO EASEMENTS AND RESTRICTIVE COVENANTS** (the "Release") is made this 1st day of October 2022, by (i) **CIELO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5800 Lakewood Ranch, Blvd., Sarasota, Florida, 34240, ("Association"); and (ii) **BORDER AND JACARANDA HOLDINGS, LLC**, and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, both Florida limited liability companies, whose addresses are 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (collectively, "Neal").

WITNESSETH:

WHEREAS, the "Cielo Subdivision," per Plat thereof recorded in Plat Book 53, Page 288, of the Public Records of Sarasota County, Florida, (the "**Plat**") is a residential subdivision situate in the City of Venice, Florida; and,

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Cielo, as recorded in Official Records Instrument No. 2019169159, of the Public Records of Sarasota County, Florida, (the "**Declaration**") does encumber all property within the Plat; and,

WHEREAS, Neal is actively developing the Cielo Subdivision and is empowered under the Declaration to add and/or remove lands from the Plat and/or the Declaration; and,

WHEREAS, the Association is the Chapter 720, Florida Statutes homeowners association incorporated to operate and maintain the common property associated with the Cielo Subdivision; and,

WHEREAS, Neal and Association agree that it is in the best interests of the landowners within the Cielo Subdivision to release, terminate and remove the lands set forth on Exhibit "A." attached hereto and incorporated herein from (i) any and all easements and reservations held by Neal and/or Association pursuant to the Plat, and (ii) all terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration, such that the lands set forth on Exhibit "A" shall no longer be subject to the Declaration.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Release and Termination of Easements and other Restrictions.** As it affects and relates only to those specific lands set forth on Exhibit "A." attached hereto and incorporated herein (the "Released Lands"), Neal and Association do hereby forever, as a matter of title, cause, confirm, terminate, remise, release, remove and discharge all right, title, and interest of the aforementioned parties to the following:

A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

3. **Removal from Declaration.** Neal and Association do hereby remove the Released Lands from the Declaration, such that those Released Lands shall no longer be subject to the terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration; and the Released Lands shall no longer be deemed Common Property of the Association, as those terms are defined in the Declaration. The Association shall have no further obligation to operate and maintain the Released Lands, and Neal, and its successors and assigns, shall be obligated to operate and maintain the Released Lands at its sole cost and expense. Neal further covenants that it has engaged the project engineer for the Cielo Subdivision to review the Released Lands, and said project engineer determined that no Association drainage and/or flowage systems or facilities exist within the Released Lands nor are the Released Lands necessary for the engineered and proper operation of the Association's drainage and flowage systems and facilities. Neal further covenants that the removal of the Released Lands from the Common Property of the Association shall have no material or negative impact on the drainage and flowage of the remaining portions of the Cielo Subdivision.

WHEREFORE, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.

NEAL COMMUNITIES OF SOUTHWEST
FLORIDA, LLC, a Florida limited liability company

By: NCDG Management, LLC, a Florida limited
liability company, its Manager

By: *Pamela Curran*
Pamela Curran, its Manager

[Signature]
Witness

SEAN FINN
Print Name of Witness

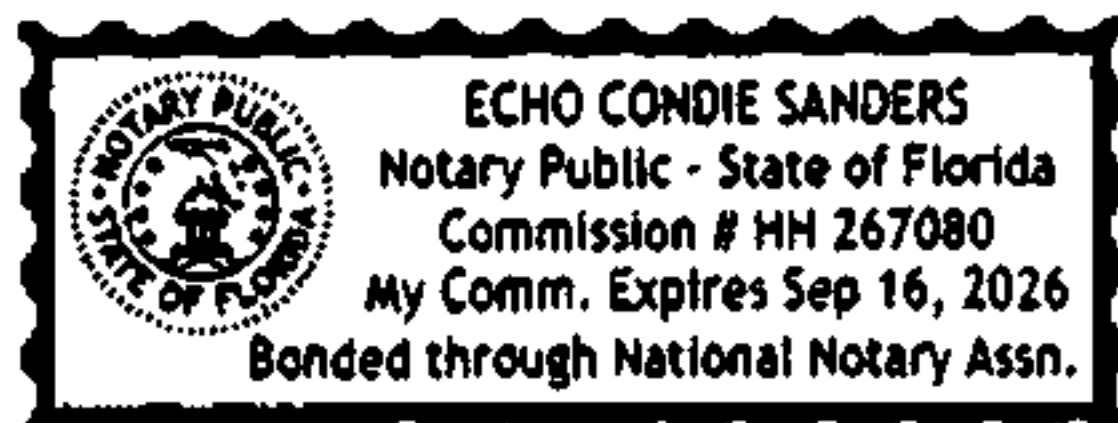
[Signature]
Witness

MARK EVANS
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization this 21 day of October 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or () who has produced _____ as identification.

(Affix Seal)



Echo Sanders
Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9-16-2026

BORDER AND JACARANDA HOLDINGS, LLC, a Florida
limited liability company

By: 
Pamela Curran, its Manager


Witness

SEAN FINOTTI
Print Name of Witness

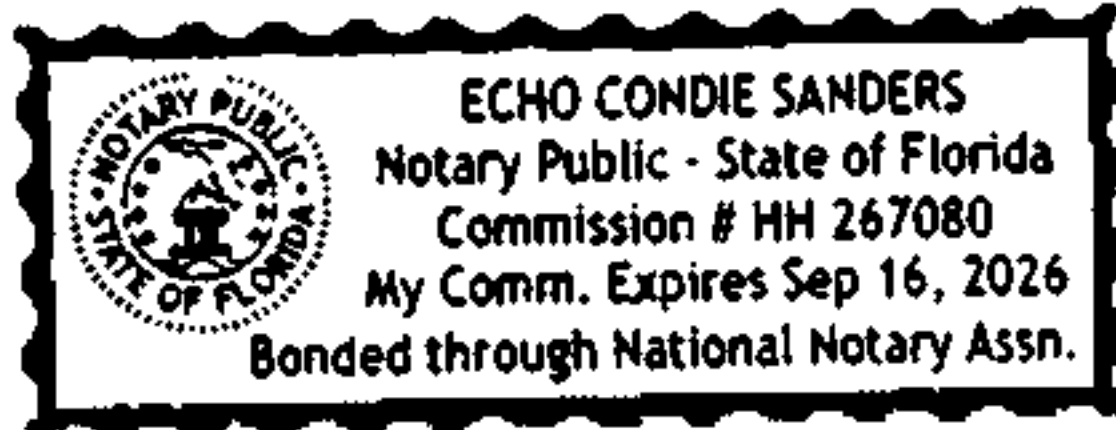

Witness


MARK EVANS
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online
notarization this 21 day of October 2022, by Pamela Curran, as Manager of Border and Jacaranda Holdings, LLC,
a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or (☐)
who has produced _____ as identification.

(Affix Seal)




Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9-16-2026

CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Chris Clark, its President

[Signature]
Witness

Haley Ballard
Print Name of Witness

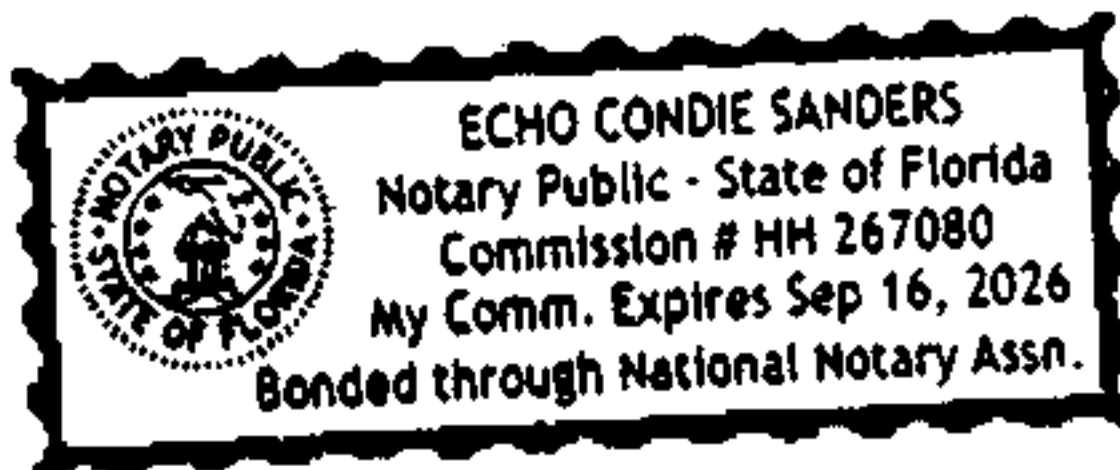
[Signature]
Witness

Maria Vasquez
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 21 day of October 2022, by Chris Clark, as President of Cielo Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation, (☒) who is personally known to me, or (☐) who has produced _____ as identification.

(Affix Seal)



[Signature]
Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9.16.2026

EXHIBIT "A"

LEGAL DESCRIPTION OF THE RELEASED LANDS:

(BY SURVEYOR) COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT OF WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE SAID RIGHT OF WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTH 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTH 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, A DISTANCE OF 130.16 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.19 FEET AND WHOSE CHORD BEARS NORTH 09°09'26" WEST, 13.66 FEET; THENCE NORTH 13.83 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'54"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.73 FEET AND WHOSE CHORD BEARS NORTH 12°28'38" WEST, 52.33 FEET; THENCE NORTH 52.74 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'31"; THENCE NORTH 00°03'52" WEST, A DISTANCE OF 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10.42 ACRES OR 453,769 SQUARE FEET, MORE OR LESS.

(c) Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located anywhere within the Common Property, but not any such signs located on public streets and right of ways.

(d) Such additional Common Property as Declarant may elect to add and other Common Property that may be acquired by the Association as hereinafter provided. Declarant reserves the right to amend and alter the development plan and/or scheme of development of the Common Property, in Declarant's sole and absolute discretion, provided such amendment does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property. Notwithstanding anything to the contrary herein, Declarant reserves the right to, and the Association, and all Owners by acceptance of a deed to any Lot, shall automatically be deemed to have consented to this reservation by Declarant to change the scheme of the development and general development plan of the Project, including but not limited to, additions to, and deletions of the Common Property, reconfiguration of Lots, change of uses, change of Lot types, and all other changes to the Subdivision and Subdivision Improvements so implemented by Declarant pursuant hereto.

4.02. Members Easement of Enjoyment. Every Member shall have a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member's Lot. Each Member's easement with respect to the Mailboxes (if same are designated as Common Areas) is restricted to the Mailbox specifically assigned to the Lot owned by such Member. The easement is subject to this Declaration and rules and regulations, including any standards, specifications, guidelines, or the like promulgated by the Board. Notwithstanding anything to the contrary herein, Declarant and Developer, and their successors, assigns, agents and invitees, hereby reserve and are granted an easement for ingress, egress, access and use on, over, under, through and across all gates, entranceways, roadways and all other Common Property within the Subdivision, which access and use easement shall continue until such time as Declarant and Developer no longer own or control any Lot within the Subdivision.

4.03. Delegation of Use. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration.

4.04. Waiver of Use. No Owner may exempt himself from personal liability for Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

4.05. Extent of Member's Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Board and its ARC to establish reasonable rules and regulations, including any standards, specifications, guidelines, or the like, governing the use of the Common Property.

(b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, district or authority, for such purposes and subject to such conditions as may be agreed to by Declarant or the Association. No such dedication or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3rds) of the votes of the membership after written notice of the proposed action is sent to every

We conclude that Florida public policy and contract law prohibit breathing life into a potentially illegal contract by enforcing the included arbitration clause of the void contract. Florida's law has long held that contracts which are determined to be against public policy and void should not be enforced. "A contract which violates a provision of the constitution or a statute is void and illegal and will not be enforced in our courts." *Harris v. Gonzalez*, 789 So.2d 405, 409 (Fla. 4th DCA 2001). This Court itself long ago declared:

The inherent and inalienable right of every man to enter into contracts or refuse so to contract is not only recognized but well established. Competent persons have the utmost liberty of contracting and when these agreements are shown to be voluntarily and freely made and entered into, then the courts usually will uphold and enforce them. The general right to contract is subject to the limitation that the agreement must not violate the Federal or State Constitutions or state statutes or ordinances of a city or town or some rule of the common law.

Wechsler v. Novak, 157 Fla. 703, 26 So.2d 884, 887 (1946). As others have also noted, "Contracts in violation of statutory prohibitions are void, and issues arising under such contracts are therefore not arbitrable." *R.P.T.*, 917 P.2d at 342 (citing 2 Martin Domke, *Commercial Arbitration* 8.06 (rev. ed.1995)).

Cardegna v Buckeye Check Cashing. No. SC02-2161 2005

RE: Milano Cielo Preliminary Plat

Roger Clark <RClark@venicefl.gov>

Mon 7/31/2023 2:23 PM

To: Kelly Fernandez <kfernandez@flgovlaw.com>

Cc: Nicole Tremblay <NTremblay@venicefl.gov>

Kelly,

If PC supports the zoning determination on 8/15, I am sure they will want to get on the PC agenda for 9/5 for the preliminary plat amendment. The ad deadline for that agenda is 8/17 at 10AM. Is it possible to have something by 8/11? Despite the legal opinion, I do not think they will waver from their position so we will probably just move forward to PC with the amendment. 8/11 would allow for a discussion if necessary prior to advertising.

If PC does not support the determination, then they will move forward with the replat. However, the same issue remains.

Thanks,

Roger

Roger Clark, AICP
Planning and Zoning Director

401 West Venice Avenue

Venice, FL 34285

Office: 941-882-7432

Cell: 941-468-0081

rclark@venicefl.gov



From: Kelly Fernandez <kfernandez@flgovlaw.com>

Sent: Monday, July 31, 2023 2:06 PM

To: Roger Clark <RClark@venicefl.gov>

Cc: Nicole Tremblay <NTremblay@venicefl.gov>

Subject: Re: Milano Cielo Preliminary Plat

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When do you need my opinion? I'm half thinking about securing a third-party opinion too.

Kelly M. Fernandez, Esq.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

236 Pedro St.

Venice, FL 34285

Ph: (941) 306-4730 | Fax: (941) 306-4832

Board Certified by the Florida Bar in City, County and Local Government Law

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at the listed email address. Thank You.

From: Roger Clark <RClark@venicefl.gov>
Sent: Monday, July 31, 2023 12:49 PM
To: Kelly Fernandez <kfernandez@flgovlaw.com>
Cc: Nicole Tremblay <NTremblay@venicefl.gov>
Subject: Milano Cielo Preliminary Plat

Kelly,

Below is the staff review comment and response from the applicant for the Milano Preliminary Plat Amendment regarding F.S. 177.081(2). Can you please provide some guidance regarding this response.

5. Please address F.S. § 177.081(2) regarding the requirement for all property owners included in the recorded final plat for Cielo to execute the dedication on the proposed revised plat (or through separate instrument).

The sole fee simple title holder and owner of record of the parcel to be re-platted is Border and Jacaranda Holdings, LLC, a Florida limited liability company. Florida Statute 177.081 (2) requires that every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. This is confirmed by opinions of title provided by Vogler Ashton, PLLC. The only signature required to convey this property by deed is an authorized manager of Border and Jacaranda Holdings, LLC, a Florida limited liability company. Also, to provide additional, but statutorily unnecessary, support, the Declarant of the Cielo Subdivision [an affiliate of the owner of record] retained the right to re-plat a portion of the original plat at its sole option. No other person or entity, including any lot or homeowner in the Cielo Subdivision is required to consent to or join in such a re-plat. This procedure is consistent with the state law and the practice employed by the City of Venice in multiple re-plats, including plat immediately adjacent to Cielo and within the zoning planned unit development.

They provided the same response to the same comment for the replat that was submitted directly to Engineering.

Thanks,

Roger

Roger Clark, AICP
Planning and Zoning Director
401 West Venice Avenue
Venice, FL 34285
Office: 941-882-7432
Cell: 941-468-0081
rclark@venicefl.gov



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