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

August 22, 2013

VIA HAND DELIVERY

Edward F. Lavallee
City Manager
City of Venice
401 West Venice Avenue
Venice, Florida 34285

Re: Pre-Annexation Agreement Amendment

Dear Mr. Lavallee:

We represent LALP LOTS OB LLC, owner of the property within the Toscana Isles PUD, which is located in the City of Venice.

Our client's property was annexed into the City of Venice pursuant to Annexation Ordinance No. 98-29. That Annexation was also subject to a Pre-Annexation Agreement dated July 28, 1998, commonly referred to as the "Morse-Deans" Pre-Annexation Agreement. We have enclosed a copy of the Pre-Annexation Agreement. Our client now desires to amend that Pre-Annexation Agreement in connection with a Preliminary Plat Application that is currently under review for approval by the City of Venice.

Please accept this letter as a formal request to amend said Pre-Annexation Agreement, as more specifically described below.

Paragraph nineteen of the Pre-Annexation currently states as follows:

19. FIRE PROTECTION. All structures constructed upon the Subject Property shall be equipped with automatic fire sprinklers designed and installed in accordance with NFPA standards. Required fire flows for the Subject Property shall be determined by the Fire Chief, City Engineer and Director of Utilities.

We wish to remove this paragraph in its entirety, due to changed circumstances affecting our client's property and the surrounding area. (We have enclosed a strike-through version of Paragraph 19). Those changed circumstances include, but are not limited to, the fact that there is now a City Fire Station nearby (and greater County fire/safety coverage), which was not the case

Edward F. Lavallee
City Manager
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at the time the Pre-Annexation Agreement was approved; the Proposed Pre-Plat calls for residential development, in contrast to the proposed industrial/commercial development at the time the Pre-Annexation Agreement was approved; Laurel Road is now paved across the entire frontage of the former Morse-Deans property; and, additional factors not mentioned herein.

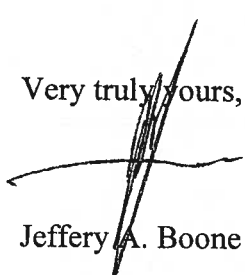
As with all the other residential developments in the area (Venice Golf and River Club, Willow Chase, etc.) fire sprinklers are not typically installed in homes, as such significantly increases the cost of housing. It is also important to understand that for all structures built on the property subject to the Pre-Annexation Agreement, if the Building Code requires sprinklers to be installed, the proposed removal of Paragraph 19 will not have any affect thereon. (i.e., the Building Code would control).

Thank you for your consideration of this request. We understand that the requested Amendment requires approval by the Venice City Council. Please advise if you require any additional information in order for the proposed Amendment to be processed.

If you have any questions, please do not hesitate to contact me.

Kind regards.

Very truly yours,



Jeffery A. Boone

JAB/cbm

Enclosures

V67-14319/ltrLavallee081913

17. LAUREL ROAD. Owner shall convey to Sarasota County all right of way necessary to accommodate improvements to Laurel Road provided that Owner receives a road impact fee credit from Sarasota County for said conveyance. Said conveyance shall be completed within thirty days following the Owner's receipt of a written notice from Sarasota County confirming the Owner's entitlement to such a credit.

18. MISCELLANEOUS. Subject to Owner's approval as to location, the City may construct up to two operating wells on the Subject Property. Owner shall not require the City to pay for any such well sites or for the water withdrawn. City shall be responsible for all costs associated with the construction of the wells and all related mains. Owner shall convey to the City all easements necessary to access, construct, and maintain said well sites.

~~19. FIRE PROTECTION. All structures constructed upon the Subject Property shall be equipped with automatic fire sprinklers designed and installed in accordance with NFPA standards. Required fire flows for the Subject Property shall be determined by the Fire Chief, City Engineer and Director of Utilities.~~

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

BY: _____

MERLE L. GRASER, MAYOR

ATTEST:

LORI STELZER, City Clerk

PRE-ANNEXATION AGREEMENT

This agreement is made this 28th day of July, 1998, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and BILL J. MORSE (hereinafter referred to as "Owner").

WHEREAS, the Owner is the contract purchaser of a 77.10 acre parcel of property currently owned by STEPHEN T. and MARY ANN DEANS (hereinafter referred to as the "Subject Property") located in Sarasota County, Florida which is more particularly described by the legal description attached hereto as Exhibit "A"; and

WHEREAS, an annexation petition has been filed by the contract sellers, STEPHEN T. and MARY ANN DEANS (97-2AN), 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 Owner has agreed to certain terms and conditions required by the City in order to gain approval of said petition and to adopt an ordinance annexing the Subject Property into the City; 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 to 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 Owner agree as follows:

1. 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. In addition, if the Owner fails to close upon its purchase and take title to the Subject Property within thirty days of the City's adoption of an ordinance annexing the Subject Property into the corporate limits of the City, then the City may rescind the ordinance and repeal the annexation.

2. ZONING. The Subject Property is currently zoned by Sarasota County as OUR. The Owner shall petition the City to rezone the Subject Property to a district or districts under the Venice Zoning Code within 1 year of the City's adoption of an ordinance annexing the property into the corporate limits of the City. No development orders shall be granted until the Subject Property is so rezoned. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.

3. CONCURRENCY EVALUATION NOT MADE; NO RELIANCE OR VESTED RIGHT. Nothing contained in this agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this pre-annexation agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owner acknowledges and agrees that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owner may rely or upon which the Owner can assert that a vested property right has been created. It is specifically understood and agreed that a determination that adequate public facilities and

services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.

4. EXTENSION OF WATER AND SEWER UTILITY LINES. The Owner shall construct and pay the cost of extending and sizing all offsite and onsite water and sewer utility lines adequate to serve the Subject Property as determined by the Director of Utilities and the City Engineer. Said improvements may include the construction of one or more sanitary sewer pump stations. All such work shall be performed in accordance with plans and specifications approved by the Director of Utilities and the City Engineer. Owner shall convey all such water and sewer utility lines to the City together with such easements as may be required for access to and maintenance of said lines. Utility lines conveyed to the City shall be accepted for maintenance in accordance with all applicable City codes and policies which shall be applied to both onsite and offsite utility improvements.

5. WATER AND SEWER UTILITY CHARGES. The Owner shall pay all water and sewer utility rates, fees, and charges, including any capital charges such as water plant capacity charges and sewer 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 and sewer utility system.

6. PAYMENT NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT. In order to mitigate the impacts of the proposed development upon the City, the Owner shall convey to the City a 2 acre parcel of property located at the northwest corner of the Subject Property which parcel is more particularly described by the legal description attached hereto as Exhibit "B". Said

conveyance shall be made within thirty days of the City's adoption of an ordinance annexing the Subject Property into the corporate limits of the City.

7. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, and road impact fees within the City. Development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.

8. TRAFFIC STUDY. The Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City.

9. ATTORNEY FEE REIMBURSEMENT. The Owner shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning this annexation and all related matters.

10. INDEMNITY. It is agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and save 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 proceedings.

The Owner further covenants and agrees to and with the City 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 water, sewer and other utility 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 Council for comparable services outside the corporate

limits. The Owner further covenants and agrees, jointly and severally, to waive any claim for refund of ad valorem taxes levied by and paid to the City of Venice 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.

11. 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 same or to perform any such term or condition and recover the costs of same from the defaulting party.

12. 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.

13. 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. INCORPORATION INTO ORDINANCE. This agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City of Venice.

16. 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.

17. LAUREL ROAD. Owner shall convey to Sarasota County all right of way necessary to accommodate improvements to Laurel Road provided that Owner receives a road impact fee credit from Sarasota County for said conveyance. Said conveyance shall be completed within thirty days following the Owner's receipt of a written notice from Sarasota County confirming the Owner's entitlement to such a credit.

18. MISCELLANEOUS. Subject to Owner's approval as to location, the City may construct up to two operating wells on the Subject Property. Owner shall not require the City to pay for any such well sites or for the water withdrawn. City shall be responsible for all costs associated with the construction of the wells and all related mains. Owner shall convey to the City all easements necessary to access, construct, and maintain said well sites.

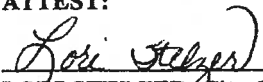
19. FIRE PROTECTION. All structures constructed upon the Subject Property shall be equipped with automatic fire sprinklers designed and installed in accordance with NFPA standards. Required fire flows for the Subject Property shall be determined by the Fire Chief, City Engineer and Director of Utilities.

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

BY 
MERLE L. GRASER, MAYOR

ATTEST:


LORI STELZER, City Clerk

OWNER

George A. Tadala
James A. Fink

Bill J. Morse
BILL J. MORSE

As the petitioners for annexation and the contract sellers of the Subject Property, we agree to be bound only by Section 1 of this Pre-Annexation Agreement and the City's right to rescind the ordinance and repeal the annexation if the anticipated sale and purchase does not close within the time specified in said section.

Carl Haddad
Carl Haddad

Stephen T. Deans
STEPHEN T. DEANS

Carl Haddad
Carl Haddad

Mary Ann Deans
MARY ANN DEANS

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27,
TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS;

COMMENCE AT THE SW CORNER OF SAID SECTION 27; THENCE ALONG THE
SOUTH LINE OF SAID SECTION 27, S.89D15'44"W., 1733.75 FEET TO THE END OF
F.D.O.T. RIGHT OF WAY SECTION 17075-2434, STATION 167+00 FOR A POINT OF
BEGINNING OF LAND BEING DESCRIBED; THENCE ALONG THE F.D.O.T. LIMITED
ACCESS RIGHT OF WAY LINE (SECTION 17075-2434) THE FOLLOWING COURSES;
N.00D44'16"W., 80.00 FEET; THENCE S.89D15'44"W., 200.00 FEET; THENCE
N.87D35'23"W., 1001.51 FEET; THENCE S.89D15'44"W., 493.61 FEET TO THE
EASTERLY RIGHT OF WAY LINE OF KNIGHTS TRAIL ROAD, BEING A LINE 40.00
FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27;
THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.00D40'45"W., 1188.44 FEET TO
THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION
27; THENCE ALONG SAID NORTH LINE, N.89D09'01"E., 2673.18 FEET TO A 4"X4"
CONCRETE MONUMENT WITH DISK STAMPED RLS 2030 FOUND AT THE NE
CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE
ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27,
S.00D55'45"E., 1328.67 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 27;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, S.89D15'44"W., 985.21 FEET
TO THE POINT OF BEGINNING AND CONTAINING 77.10 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, AND/OR RIGHTS OF WAY OF RECORD,
IF ANY.

EXHIBIT A