

## FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT

**THIS AMENDMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between THE CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City"), and BORDER ROAD INVESTMENTS, LLC, successor in title and interest to Caithness Construction, Inc., a Florida corporation.

**WHEREAS**, the City and Caithness Construction, Inc., a Florida corporation, are parties to a Pre-Annexation Agreement dated April 22, 2008; and

**WHEREAS**, Border Road Investments, LLC, has purchased the property subject to the Pre-Annexation Agreement; and

**WHEREAS**, the City and Border Road Investments, LLC, wish to amend certain terms and conditions of the April 22, 2008 Pre-Annexation Agreement, as it applies to that portion of the property owned by Border Road Investments, LLC; and

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein and in the April 22, 2008 Pre-Annexation Agreement, the City and Border Road Investments, LLC, agree as follows:

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

**SECTION 2.** The property subject to the Pre-Annexation Agreement owned by Border Road Investments, LLC, is shown on "Exhibit A" attached hereto. This First Amendment applies to the property shown on Exhibit A only.

**SECTION 3.** Section 7C of the April 22, 2008 Pre-Annexation Agreement is hereby deleted in its entirety as follows:

~~7. C. **DEDICATION OF JACKSON ROAD RIGHT OF WAY:** Sarasota County intends to extend Jackson Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right of way corridor over and across the Subject Property. Said right of way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right of way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees.~~

**SECTION 4.** The above-described amendments shall be effective as of May 24, 2016.

**SECTION 5.** All other terms and conditions of the April 22, 2008 Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

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

**CITY OF VENICE, FLORIDA**

BY: \_\_\_\_\_  
John W. Holic, Mayor

**ATTEST:**

\_\_\_\_\_  
Lori Stelzer, MMC, City Clerk

(SEAL)

\_\_\_\_\_  
David Persson, City Attorney

**BORDER ROAD INVESTMENTS, LLC**  
**Florida Limited Liability Company**

\_\_\_\_\_  
John Neal, Manager

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

Notary Public Signature: \_\_\_\_\_

Printed name of notary: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# LAUREL ROAD

POINT OF COMMENCEMENT  
NW CORNER SECTION 36-38-19

26 25  
35 36

N88°33'15"E 1854.05'

S02°30'45"W 1153.55'

N88°57'13"E 1197.48'

POINT OF BEGINNING

S02°30'45"W 163.21'

S88°31'19"W 57.35'

40' PRIVATE ROAD  
DB 311, PG. 161

N00°40'40"W 1536.19'

PARCEL  
"A"

S00°40'40"E 1313.72'

N88°29'25"E 220.89'

S11°00'46"E 25.83'

S45°48'52"E 34.27'

.05

S88°29'25"W 1380.9'

PARCEL  
"B"

E 1/2 OF THE SW 1/4  
W 1/2 OF THE SW 1/4

W 1/2 OF THE W 1/2 OF THE SW 1/4  
E 1/2 OF THE SW 1/4

SCALE: 1"=700'



35 36

# BORDER ROAD

2 1

LESS ORB  
2404/2658

This is NOT a Survey and Not valid without all sheets.

FOR: NEAL COMMUNITIES OF SOUTHWEST FLORIDA

SKETCH & DESCRIPTION OF  
PARCELS "A" & "B"  
SECTION 36, TOWNSHIP 38 S., RANGE 19 E.,  
SARASOTA COUNTY, FLORIDA



## Stantec

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Licensed Business Number 7626

TASK CODE: 200	DRAWN BY: RRC	CHKD BY: RRC	CAD FILE: 12903v-sk01	PROJECT NO: 215612903	SHEET 1 OF 2	DRAWING INDEX NO: B215612903*	REV:
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**EXHIBIT "A"**  
**SUBJECT PROPERTY LEGAL DESCRIPTION**

Parcel A: Commence at the NW corner of Section 36, Township 38 South, Range 19 East, Sarasota County, Florida; thence N88°33'15"E, 1854.05 feet along the North line of said Section 36, to the East line of existing 40 foot private road; thence S02°30'45"W, 1153.53 feet along the East line of said road for the Point of Beginning; thence continue S02°30'45"W, 163.21 feet along said road to the South line of the NE 1/4 of the NW 1/4 of said Section 36; thence S88°31'19"W, 57.35 feet along said South line; thence S00°40'40"E, 1313.72 feet parallel with the East line of the NW 1/4 of said Section 36, to the South line of the NW 1/4 of said Section 36; thence N88°29'25"E, 220.89 feet along said South line to the West line of said 40 foot private road; thence S11°00'46"E, 25.83 feet along said road; thence S45°48'52"E, along said road 34.27 feet; thence S88°29'75"W, 1380.97 parallel with the South line of the NW 1/4 of said Section 36; thence N00°40'40"W, 1536.19 feet parallel with the East line of the NW 1/4 of said Section 36; thence N88°57'13"E, 1197.48 feet to the Point of Beginning.

Together with and subject to an easement for road right-of-way purposes (ingress and egress) over that certain private road as appears in plat attached to deed recorded in Deed Book 311, Page 161, of the Public Records of Sarasota County, Florida, and marked "Relocation of Private Road".

AND

Parcel B: The East 1/2 of the West 1/2 of the SW 1/4; and the West 1/2 of the West 1/2 of the East 1/2 of the SW 1/4, of Section 36, Township 38 South, Range 19 East, Less the North 50 feet thereof and less the South 33 feet thereof and Less that portion of the herein described property to Sarasota County recorded in Official Records Book 2404, Page 2658, Public Records of Sarasota County, Florida.

**NOTES:**

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 36, BEING N.88°33'15"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

ORB = OFFICIAL RECORD  
(R) = RADIAL  
PG = PAGE  
DB = DEED BOOK

Prepared by:  
STANTEC CONSULTING SERVICES INC.  
Licensed Business No. LB6678  
State of Florida

*[Signature]*  
Robert R. Cunningham, P.S.M.  
Florida Registration No. 3924

5/17/2016  
Date of Signature

May 06, 2016 - 10:17:53 BCUNNINGHAM\2156\active\215612903\survey\drawing\SKETCH AND DESCRIPTION\215612903v-sk01.dwg

**This is NOT a Survey and Not valid without all sheets.**

FOR: NEAL COMMUNITIES OF SOUTHWEST FLORIDA

SKETCH & DESCRIPTION OF  
PARCELS "A" & "B"  
SECTION 36, TOWNSHIP 38 S., RANGE 19 E.,  
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