

DEVELOPER'S AGREEMENT

This Agreement is entered into this ____ day of _____, 2018, by and between Windham Development, Inc., a Michigan corporation authorized to do business in Florida, and SSD Land Holdings, LLC, a Limited Liability Company, organized under the laws of the State of Florida (collectively referred to herein as "Developer") and the City of Venice ("City"), a municipal corporation organized under the laws of the State of Florida.

RECITALS

WHEREAS, SSD Land Holdings, LLC is the owner, and Windham Development, Inc. has a contract to purchase the property now known as Murphy Oaks, more particularly described in Exhibit "A" attached hereto (the "Property") and through its agent, seeks to rezone the Property to the Planned Unit Development Use ("PUD") zoning district; and,

WHEREAS, Developer plans to develop the Property; and,

WHEREAS, for PUD zoned property, Section 86-130(k) requires that all required agreements thereunder and evidence of unified control shall be examined by the city attorney, and no PUD shall be adopted without a certification by the city attorney that such agreements and evidence of unified control meet the requirements of this chapter.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Land Subject to the Agreement.** The Property subject to this Agreement consists of approximately forty (40) acres and is more particularly described in Exhibit "A" of this agreement
2. **Development According to Code.** Developer agrees to proceed with the proposed development according to the provisions of Chapter 86, Article V, and all other provisions of the Venice Land Development Code, and such conditions as may be set forth as a condition of approval for the development.
3. **Development Arising out of a Master Plan.** Developer agrees to provide agreements, contracts, deed restrictions, and sureties, as necessary, acceptable to the City Council for completion of development according to the binding master development plan approved at the time of acceptance of the area for PUD zoning and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense.
4. **Concurrency.** The Property is hereby deemed concurrent with regard to all respective categories, except for drainage under the City of Venice Concurrency Management Ordinance and public schools, subject to the terms and conditions contained in this Agreement and the Certificate of Concurrency attached hereto as Exhibit "B".

5. Failure to Comply with the Requirements

- a. The parties shall have all rights available by law and equity to enforce this Agreement.
- b. Notice of failure to comply with the requirements of this Agreement, or for any other purpose, shall be sent in writing via U.S. Mail, postage prepaid to:

Developer at:

Windham Development, Inc.,
and SSD Land Holdings, LLC,
c/o Herbert Lawson
36400 Woodward Ave. Suite 205
Bloomfield Hills, Michigan 48304

City at:

City of Venice
ATTN: City Manager
401 W. Venice Avenue
Venice, Florida 34285

- c. The parties hereto recognize and agree that this Developer's Agreement shall bind Windham Development, Inc., its successors and assigns, and SSD Land Holdings, LLC, its successors and assigns.
 - d. The parties agree that suits or actions at law arising from the provisions, performance, or breach of this Agreement shall initially be brought, for State Court jurisdiction, in Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the U.S. District Court for the Middle District of Florida, and no other jurisdictions. This Agreement shall be constructed and interpreted under the laws of the State of Florida.
 - e. By execution of this Agreement, the parties certify that they have authority to make the representations and agreements contained herein.
 - f. This Agreement shall be constructed as written by both parties and shall not be construed more strictly against either party
- 6. Duration of Agreement.** This Agreement shall be effective upon execution by the last party to this Agreement and shall continue in force until the completion of the development referenced herein.
- 7. Amendment of Agreement.** This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.
- 8. Successors and Assigns.** This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the date first above written.

Witness:

Windham Development, Inc.,
a Michigan company authorized
to do business in the State of Florida

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by
_____ as _____, for Windham Development,
Inc., for and on behalf of whom this instrument was executed.

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the date first above written.

Witness:

SSD Land Holdings, LLC,
A Florida Limited Liability Company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____, for SSD Land Holdings, LLC, for and on behalf of whom this instrument was executed.

Notary Public State of Florida

Typed Name: _____

Commission Expires: _____

Commission No.: _____

Personally known _____
or Produced Identification Type
of Identification Produced

This Agreement is approved and adopted this _____ day of _____, 2018.

City of Venice

By: _____
John Holic, Mayor

ATTEST

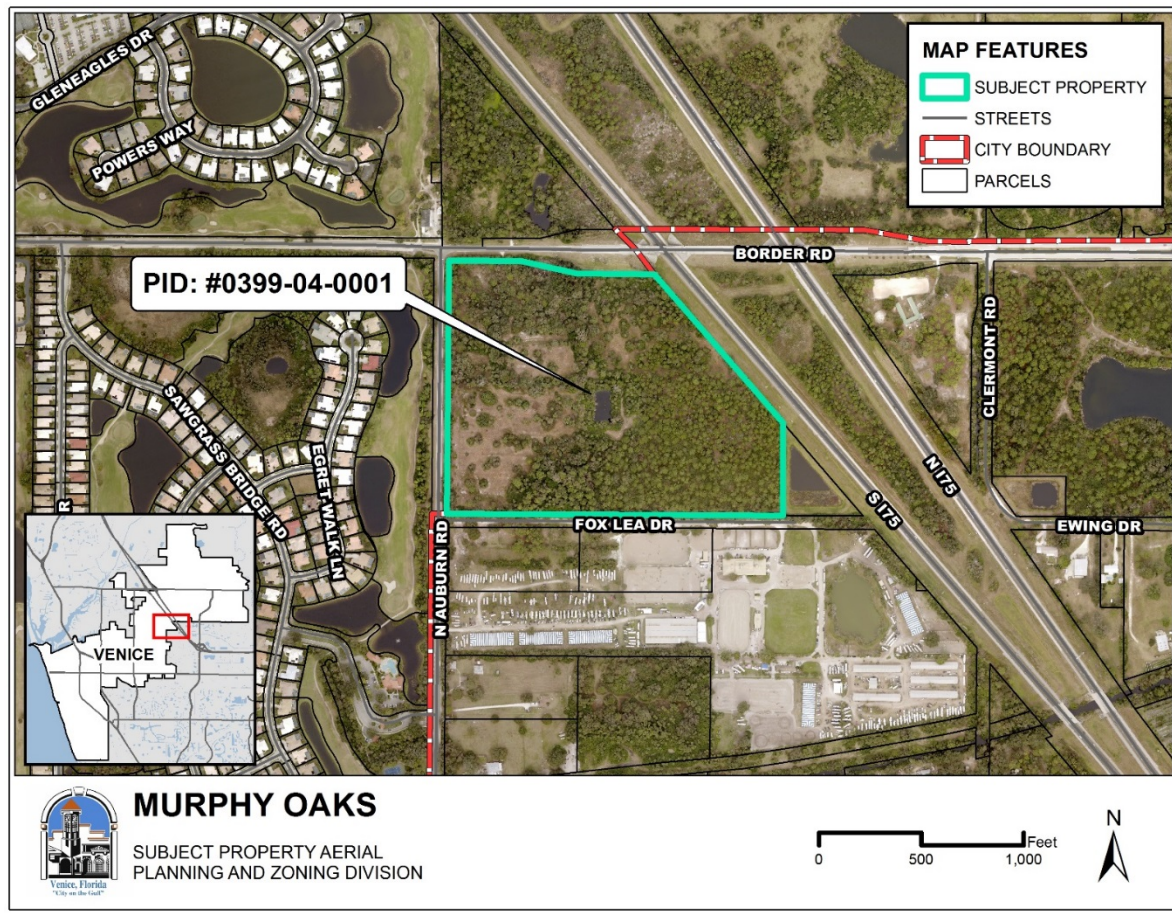
Lori Stelzer, MMC, City Clerk

Approved as to form:

Kelly M. Fernandez, City Attorney

EXHIBIT A LEGAL DESCRIPTION

TRACT 226, LESS AND EXCEPT THE NORTH 27 FEET OF THE WEST 167 FEET, AND TRACT 227, 228, 230, 231, 232, 233 AND TRACTS 267, 268, 269, 270, 271, 272, 273 AND 274, NORTH VENICE FARMS, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 203, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION ACQUIRED BY VENICE HIGH SCHOOL FOUNDATION, INC BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2574 PAGE 2898, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1202 PAGE 1127, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY SARASOTA COUNTY, FLORIDA BY INSTRUMENT RECORDED UNDER CN 2004242187 AND CN 2006186450, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER CN 2008036086, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER CN 2008036088, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



**EXHIBIT B
CITY OF VENICE
CERTIFICATE OF CONCURRENCY**



Certificate Number: 2018 – 223
Date: November 27, 2018
Development Permit: Rezoning PUD
Project Name: Murphy Oaks
Developer: Windham Development, Inc.
Project Buildout date: 2021
Location: SE Corner of Border Road and N. Auburn Road
Parcel I.D. Number: 0399-04-0001 consistent project boundary as per Petition 17-16RZ comprised of 39.6 +/- acres.
Owner: SSD Land Holdings, LLC
Project Impact: 105 residential units total, 179 population (105 ERU's).
Approving Authority: Zoning Administrator

Utilities: Water and Sanitary Sewer- Project Impact 105 ERU's Water and 105 ERU's Wastewater. **Staff – No indication of concurrency issue.**

Public Works: Solid waste: Project generation 1,089 lbs. per day. **Staff - No indication of concurrency issue.**
Open Space: Project generation 179 population equating to additional park demand of 1.25 acres of land. **Staff - No indication of concurrency issue.**

Engineering / Stormwater: **Concurrency is not being granted for this public facility.** Concurrency must be confirmed through subsequent development orders for the project.

Public Schools: **Concurrency is not being granted for this public facility.** Concurrency must be confirmed through subsequent development orders for the project.

Planning: All applicable information related to transportation is from the Transportation Impact Statement from TR Transportation Consultants, Inc. dated August 31, 2018 that is incorporated as background for this concurrency certificate.

Project Transportation Impact: 106 PM Peak Hour Trips Per Day.

The following roadway improvements have been identified and are eligible for application of mobility fees per interlocal agreement with Sarasota County:

- EB right turn lane from Border Road to N. Auburn Road
- NB right turn lane from N. Auburn Road to Border Road
- NB left turn lane from N. Auburn Road to Border Road

Minimum Adopted level of service is maintained.

The issuance of this concurrency certificate shall not be construed as establishing any right or entitlement to any additional concurrency certificate; as creating any vested rights concerning future development of the subject property; or as reserving to the owner any capacity for utility service.

Expiration (different from Developers Agreement): Consistent with Section 94-37 of the City's Code of Ordinances, this certificate shall expire simultaneously with the expiration of the Development Order for the Murphy Oaks PUD.