

**From:** [Roger Clark](#)  
**To:** [BAILEY, DAN](#)  
**Subject:** RE: Sharon Hazeltine  
**Date:** Thursday, February 15, 2024 2:30:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)

---

Dan,

Regarding the cows, the LE district would not permit cattle grazing. I do not think the intent is to prevent any property from functioning as it exists so my thought is that details would need to be discussed to include as stipulations or conditions in a rezoning. Typically we would deal with existing uses at the point of annexation, but obviously we are beyond that point. You are correct in that vested rights could only come after rezoning.

At this point, I am gathering responses from the property owners. I appreciate your response indicating Mrs. Hazeltine's concerns. I have indicated to all that the rezoning may make the property more marketable. However, I have instructed all to seek the advice of a land use attorney as there may be negative impacts as well.

I will be reporting the responses back to Council in a future meeting and will seek further direction from them as to how they wish me to move forward.

Thanks,

**Roger Clark, AICP**  
Planning and Zoning Director  
Planning and Zoning  
City of Venice  
401 W. Venice Avenue  
Venice, FL 34285  
Tel: [941-882-7432](tel:941-882-7432)  
Cell: [941-468-0081](tel:941-468-0081)  
Email: [RClark@venicefl.gov](mailto:RClark@venicefl.gov)  
Web: [www.venicegov.com](http://www.venicegov.com)



Need to Report an Issue? SeeClickFix Venice Connect is available as an app for Android and iPhone. Select SeeClickFix from your app store on your device and choose Venice, Florida. There is also a link to the program on the city's website, [www.venicegov.com](http://www.venicegov.com), or go directly to SeeClickFix at <https://venice.seeclickfix.com/venice>

PLEASE NOTE: This agency is a public entity and is subject to Chapter 119, Florida Statutes,

concerning public records. Email communications are covered under such laws; therefore, email sent or received on this entity's computer system, including your email address, may be disclosed to the public and media upon request. If you do not want your email address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

---

**From:** BAILEY, DAN <dbailey@williamsparker.com>

**Sent:** Wednesday, February 14, 2024 3:57 PM

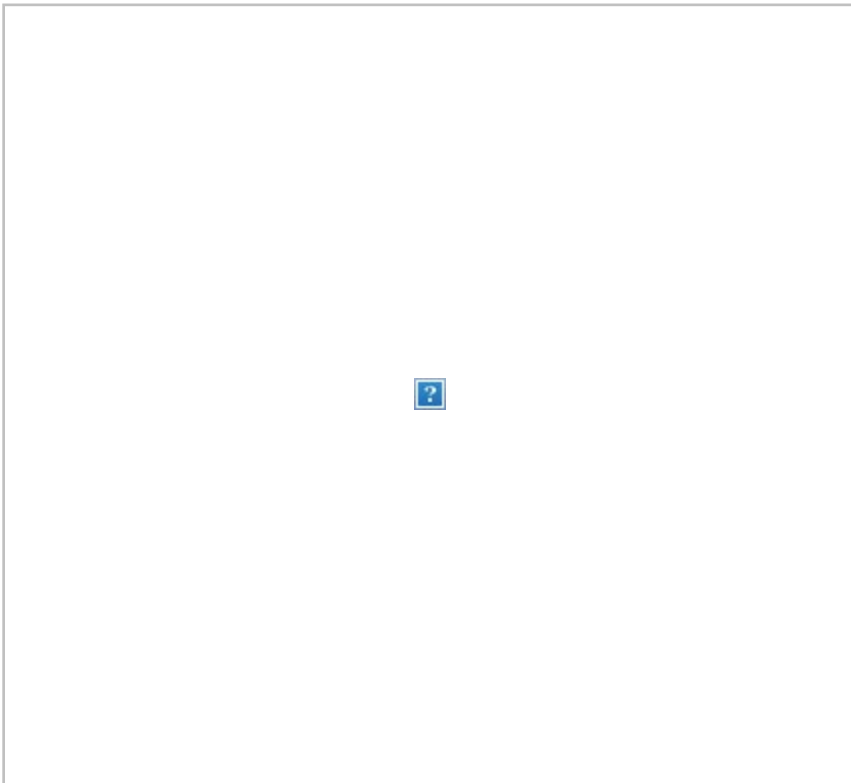
**To:** Roger Clark <RClark@venicefl.gov>

**Subject:** RE: Sharon Hazeltine

**Caution:** This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information**

One more issue: You can see from the image, below, that Mrs. Hazeltine maintains cows on the property. She also has a longstanding agricultural classification (“green belt”) which gives her significantly lower ad valorem tax bills. She wants to keep her cows on the site for the foreseeable future, as well as her agricultural assessment. I spoke with Tod Abrahamson in the Sarasota County Property Appraiser’s office. He indicated that a rezoning of the site from OUE to LE would not affect her agricultural classification as long as her cows remain on the site. I’m guessing that cattle may not be a permitted use in LE district, but the grazing of cattle would presumably constitute a legal non-conforming use that she could continue unless she discontinues the use for more than 12 consecutive months. Am I correct?

I am aware that the LDR Sec. 1.14 provides a method for confirming vested rights, but it appears to be a complicated process, and Ms. Hazeltine is not eager to have to undergo it. Moreover, I suppose there is a possibility that she won’t become eligible to seek a vested rights determination until her property is rezoned since, under current OUE zoning, her use is conforming. To employ an agricultural expression, it is sort of a chicken and egg situation. Might there be an easier process to help Ms. Hazeltine to stop worrying about losing her agricultural classification?



[Charles D. \(Dan\) Bailey, Jr.](#)

Attorney at Law

[\(941\) 329-6609](#)

[dbailey@williamsparker.com](mailto:dbailey@williamsparker.com)



**Downtown Sarasota**

50 Central Avenue Eighth Floor Sarasota, Florida 34236

**Lakewood Ranch**

7500 Island Cove Terrace Suite 200 Lakewood Ranch, Florida 34240

<https://www.williamsparker.com/locations>

PRIVACY: This email and any files transmitted with it are PRIVATE, meant only for the intended recipient, and may be subject to attorney-client privilege or attorney work product. If you have received this message in error, please notify the sender immediately and do not read, copy, print, or use it, and do not disclose it to others. Please note: If you are located outside the United States, please do not transmit personal information in response to this email or through other electronic communication to Williams Parker until you are in the United States and in a safe transmission manner. Thank you.

---

**From:** BAILEY, DAN

**Sent:** Wednesday, February 14, 2024 3:01 PM

**To:** Roger Clark <[RClark@venicefl.gov](mailto:RClark@venicefl.gov)>

**Subject:** Sharon Hazeltine

Roger,

A moment ago, I left you a voicemail advising that I've been contacted by Mrs. Sharon Hazeltine who owns approximately 15.63 acres south of Laurel Road,

just east of the Knight's Trail intersection PIDs 0389002003 and 0389002008). Ms. Hazeltine has furnished me with your correspondence regarding the City's plan to initiate a rezoning of her property to the Laurel East (LE) designation.

Would you please send me a copy of the Pre-Annexation Agreement covering those parcels? I would appreciate it.

Secondly, what would be the maximum residential density allowed on the parcels if rezoned to the LE district?



LAW OFFICES  
**BOONE, BOONE & BOONE, P.A.**

P. O. BOX 1596  
VENICE, FLORIDA 34284

ESTABLISHED 1956

E.G. (DAN) BOONE (1927-2019)  
JEFFERY A. BOONE  
STEPHEN K. BOONE  
JACKSON R. BOONE  
STUART S. BOONE  
ANNETTE M. BOONE

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

STREET ADDRESS:  
1001 AVENIDA DEL CIRCO 34285  
TELEPHONE (941) 488-6716  
FAX (941) 488-7079  
e-mail: adm@boone-law.com

February 15, 2024

**VIA ELECTRONIC MAIL**

Roger Clark  
Planning and Zoning Director  
[RClark@venicefl.gov](mailto:RClark@venicefl.gov)

Re: City Letter re: Intent to Initiate Rezoning of Property for PID Nos. 0404130001, 0404040003, and 0409040001.

Dear Mr. Clark:

As you are aware, we represent the property owner of the above referenced parcels. Our client received three letters, a letter for each respective parcel, dated January 8, 2023, providing notice of the City's intent to initiate a rezoning of the respective parcel to a specified City zoning designation (the "Letters").

The Letters instructed the property owner to contact the City Planning Department by February 16, 2024, should the property owner have any objections. Our client is interested in obtaining a complete understanding of how such proposed rezonings would impact its property rights and obligations in terms of use, financial burden, etc., before accepting the City's offer to rezone.

Therefore, we are writing this letter to request that the City suspend action toward initiating a rezone of our client's parcels until our client has sufficient time to become fully informed as to the consequences of the proposed rezonings and thereafter decide whether to accept the City's proposal.

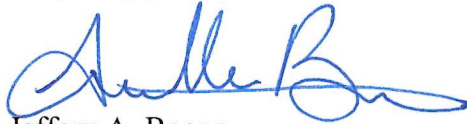
We are requesting on behalf of our client that the City provide all information it has on the impacts the proposed rezoning would have on the parcels in terms of use, financial obligations, and any other obligations or processes to which such a change would subject the property owner. Further, if our client decides to accept the City's offer to rezone any or all of the parcels, it would be on the basis that we work with the City to negotiate the terms of such proposed rezoning.

Page 2  
Roger Clark  
Planning and Zoning Director  
February 15, 2024

Please do not hesitate to contact us should you have questions or need additional information.

Kind regards.

Very truly yours,

  
for Jeffrey A. Boone

cc: Kelly Fernandez, City Attorney  
client  
(all via email)

f:\18012\ltrRClark021424



LAW OFFICES  
BOONE, BOONE & BOONE, P.A.  
P. O. BOX 1596  
VENICE, FLORIDA 34284

E.G. (DAN) BOONE (1927-2019)  
JEFFERY A. BOONE  
STEPHEN K. BOONE  
JACKSON R. BOONE  
STUART S. BOONE  
ANNETTE M. BOONE

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

ESTABLISHED 1956

STREET ADDRESS:  
1001 AVENIDA DEL CIRCO 34285  
TELEPHONE (941) 488-6716  
FAX (941) 488-7079  
e-mail: adm@boone-law.com

February 15, 2024

**VIA ELECTRONIC MAIL**

Roger Clark  
Planning and Zoning Director  
[RClark@venicefl.gov](mailto:RClark@venicefl.gov)

Re: City Letter re: Intent to Initiate Rezoning of Property for PID No. 0413120004.

Dear Mr. Clark:

As you are aware, we represent the property owner of the above referenced parcel. Our client received a letter dated January 8, 2023, providing notice of the City's intent to initiate a rezoning of the parcel to the City zoning designation of RMF-3 (the "Letter"). The Letter instructed the property owner to contact the City Planning Department by February 16, 2024, should the property owner have any objections.

We are writing this letter to respond on our client's behalf to (1) put the City on notice of our client's right to object to any involuntary rezoning; and, (2) request that complete information be provided to our client detailing the impact such proposed rezoning would have upon the parcel and property owner. Until our client has sufficient time to become fully informed as to the consequences of the proposed rezoning, our client cannot decide whether to accept or deny the City's proposal.

For purposes of clarifying our client's right to object to any involuntary land use changes and/or processes, it is necessary to understand that not only do we represent the property owner at present but we also represented the property owner at the time of this parcel's annexation into the City in 1999. As part of our earlier representation, we negotiated the terms of the Pre-Annexation Agreement, a copy of which is enclosed with this letter along with the corresponding Petition for Annexation and Ordinance.

Pursuant to Section 2. of the Pre-Annexation Agreement, the property owner has no obligation to rezone the parcel to a City zoning designation until such time that it may seek a development order. This language was intentional and of significance.

The property owner of this parcel only agreed to the annexation with the written assurance that it would not be required to rezone the parcel until development was proposed for the parcel. The

Page 2  
Roger Clark  
February 15, 2024

property owner engaged my representation to ensure that this intention would be made binding and be upheld, hence the language in Section 2. of the Pre-Annexation Agreement.

However, although our client maintains the right to object to the City's proposed rezoning, our client is interested in understanding the impacts that the proposed rezoning would have on its parcel in terms of use, financial obligations, and any other obligations or processes to which such a change would subject the property owner.

Following receipt of all requested information and sufficient time for review and consideration, should our client decide to accept the City's offer to rezone the parcel, it would be on the basis that we work with the City to negotiate the terms of such proposed rezoning.

Please do not hesitate to contact us should you have questions or need additional information.

Kind regards.

Very truly yours,



Jeffery A. Boone

cc: Kelly Fernandez, City Attorney  
client  
(all via email)

f:\GENERAL\JAB\Skaggs\trRClark021524



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1999133088 11 PGS  
1999 OCT 01 05:20 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
VBROTHER Receipt#141929

085  
Prepared by: City of Venice - 401 W. Venice Ave.  
Venice, Florida 34285  
Please return to: Same - Attn. Deputy City Clerk

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE**

**NO. 4-98**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **WILLIAM T. SKAGGS AND DONNA L. SKAGGS, HUSBAND AND WIFE**, owners of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Florida Statutes, entitled Municipal Annexation of Contraction Act, and the undersigned represents that the following information, including that contained in the attached exhibits, is true and correct to the best of their knowledge and belief.

1. Legal description of the property embraced in this request:

Tract 15, VENICE FARMS SUBDIVISION, as recorded in Plat Book 2, Page 179, in the Public Records of Sarasota County, Florida.

Commonly known as vacant land on Auburn Road, Venice, Florida.  
Parcel No. 0413-12-0004.

2. Said property is contiguous as provided in Florida Statutes 171.031 (11) to the now existing boundaries of the City of Venice as shown on attached map Exhibit "B".

3. All current and past County real estate taxes, as levied against said property are paid.

4. Title to the said property is vested in the undersigned.

5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successor and assigns, that if said lands be incorporated within said City, they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon, and in the event sewer services are not available at the time of annexation whenever an approved sanitary sewer is made available, any individual sewage disposal system device or equipment shall be abandoned and the sewage wastes discharged to a sanitary sewer through a properly constructed house sewer within one hundred and eighty (180) days thereafter.

6. It is further 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 of and from all costs, including reasonable attorney's 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 further legislation, if and to the extent that the City shall continue to supply water, sewer, and other utility services to the affected area, it shall be entitled to charge therefore at such rates as may be prescribed from time to time by the City Council for comparable services outside the City limits. The Owner further covenants and agrees to waive any claim for refund of taxes levied by and paid to the City of Venice on property contained in the affected area for any period 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.

Initials:

*W.T.S.*

*D.L.S.*



WHEREFORE, the undersigned requests that the City Council accept said proposed addition and annex all such lands and include same within the Corporate limits of the City of Venice, in accordance with the provisions for such action as set forth above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Lori Steyer  
Witness

William T. Skaggs  
William T. Skaggs

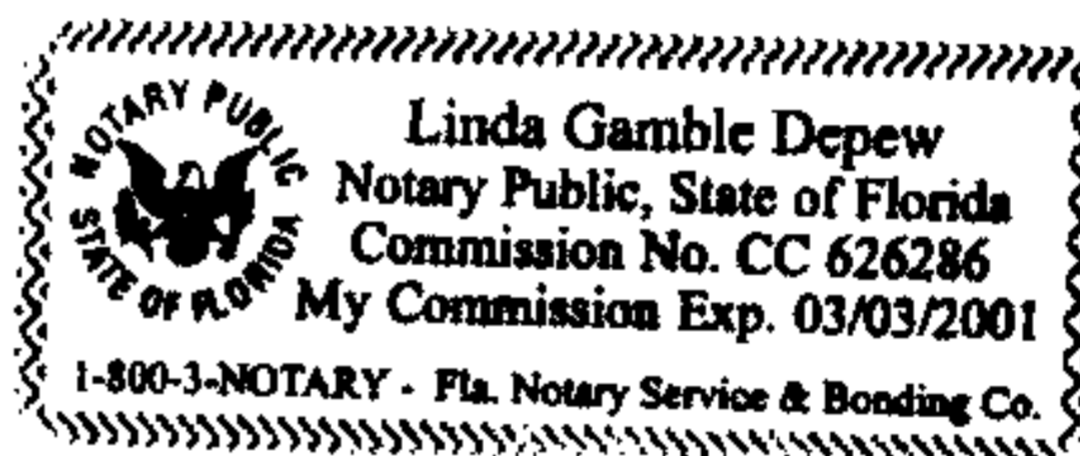
Linda Gamble Depew  
Witness

Donna L. Skaggs  
Donna L. Skaggs

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of January, 1998, by William T. Skaggs and Donna L. Skaggs, husband and wife who produced Florida Drivers' Licenses as identification.

Linda Gamble Depew  
Notary



\_\_\_\_\_  
Name of Notary typed, printed or stamped

( THIS LABEL FOR ENG. DEPT. USE ONLY )

**ANNEXATION**

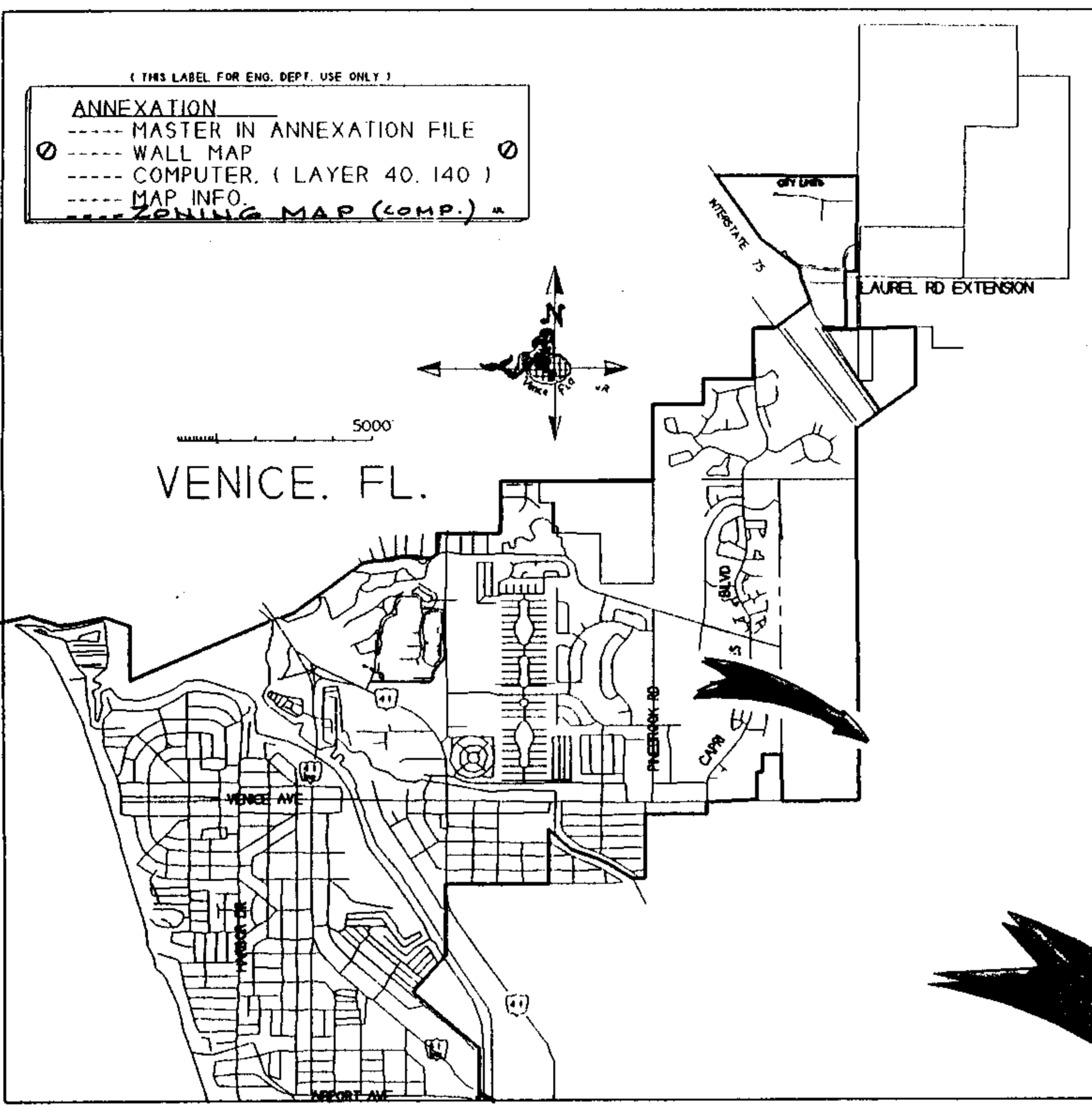
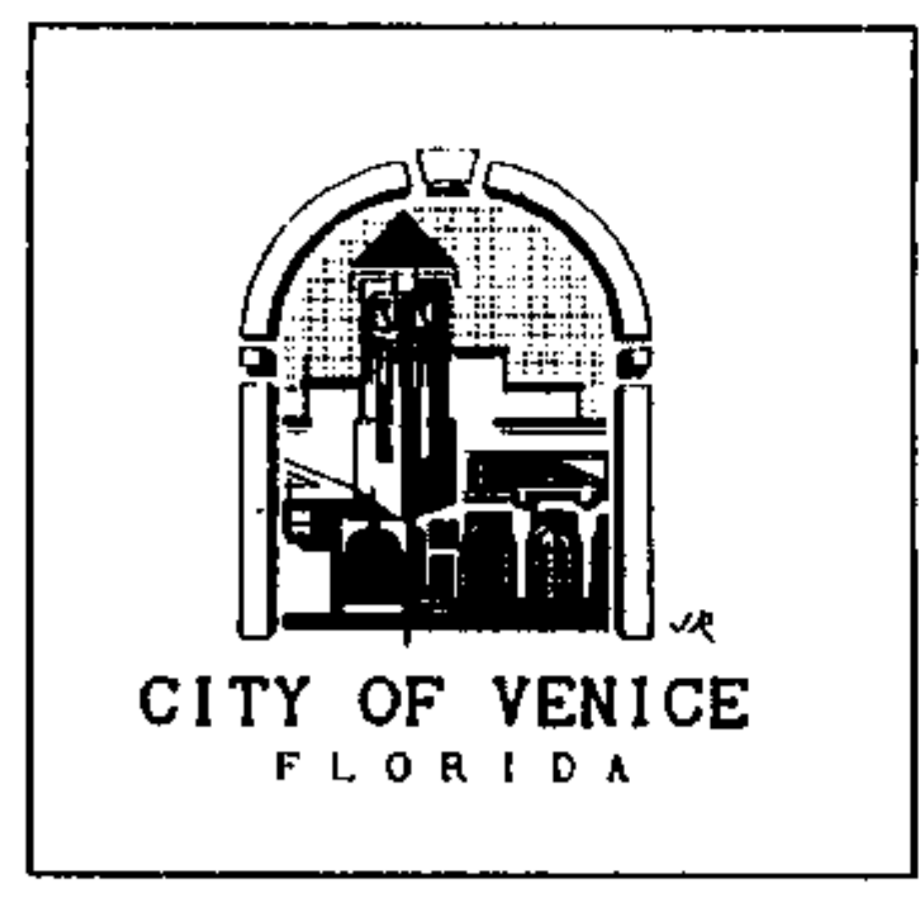
----- MASTER IN ANNEXATION FILE

⊙ ----- WALL MAP

----- COMPUTER. ( LAYER 40.140 )

----- MAP INFO.

----- ZONING MAP (COMP.) \*

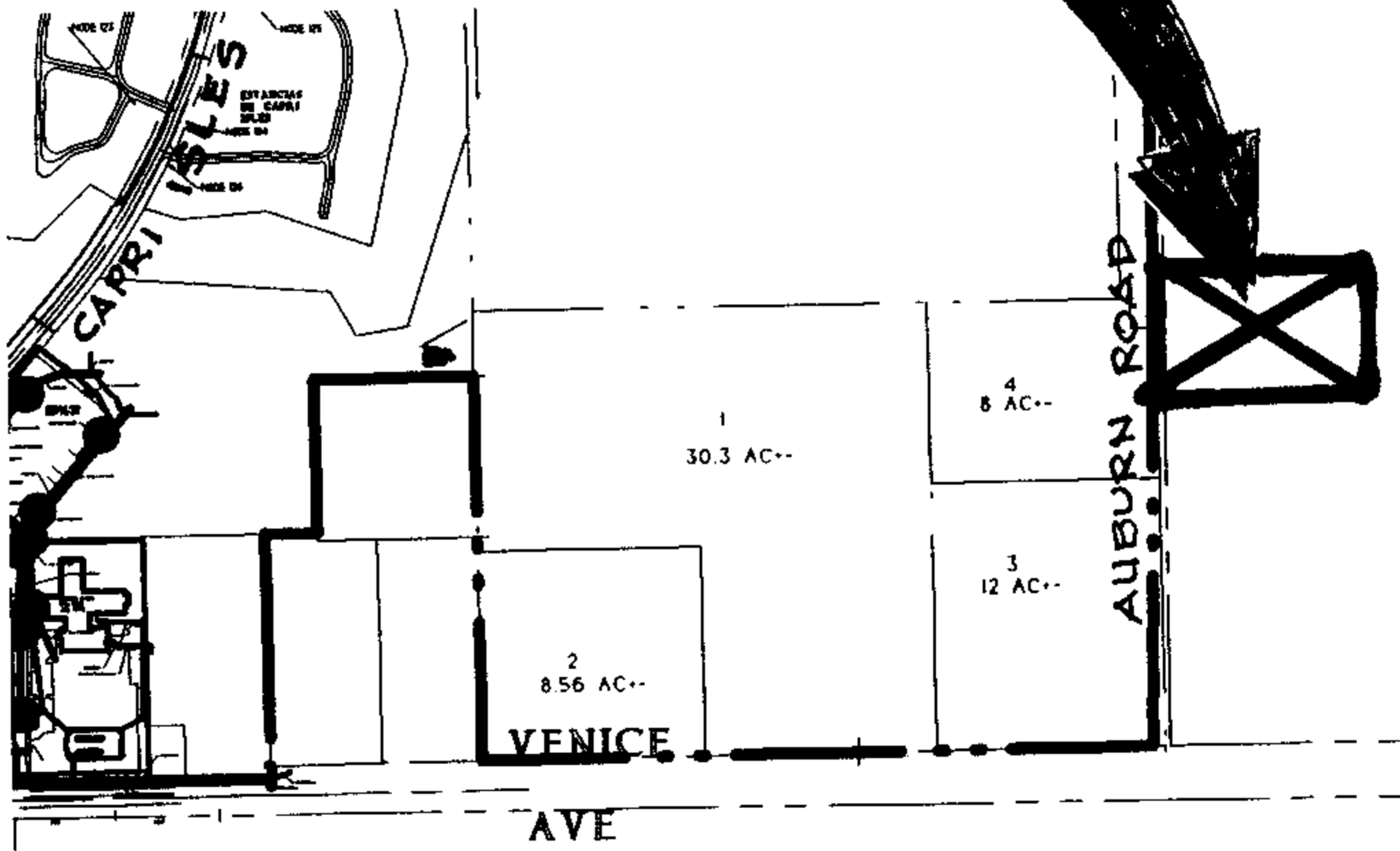


**PROPERTIES**

**ANNEXED TO THE**

**CITY OF**

**VENICE, FLORIDA**



Owner: William T. and Donna L. Skaggs  
 Property Address: Vacant land on Auburn Road, Venice, Florida 34292  
 Legal Description: Tract 15, Venice Farms Subdivision  
 Mailing Address: 2806 Hermitage Blvd., Venice, FL 34292  
 Ordinance No.: 99-27  
 File No.: 98-00000001  
 County Zoning: OUE-1  
 Date of First Reading: 09/14/99  
 Date of Final Reading: 09/28/99  
 Date Mailed: 09/29/99  
 DP#: 0413-12-0004  
 Flood Zone: XS



Prepared by: City of Venice, 401 W. Venice Avenue  
Venice, Florida 34285  
Return to: Same - Attn. Deputy City Clerk

**ORDINANCE NO. 99-27**

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, AS PETITIONED BY WILLIAM T. SKAGGS AND DONNA L. SKAGGS, HUSBAND AND WIFE, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS.

**WHEREAS**, The City Council of the City of Venice, Florida received a sworn Petition from William T. Skaggs and Donna L. Skaggs, husband and wife, dated January 7, 1998, requesting the City to annex certain parcels of real estate herein described, owned by William T. Skaggs and Donna L. Skaggs, husband and wife, into the corporate limits of the City of Venice, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1.** After its evaluation of all evidence presented, and in reliance upon representations made by William T. Skaggs and Donna L. Skaggs, husband and wife, in said petition, the City of Venice, acting by and through its City Council by the authority and under the provisions of the Municipal Charter of the City of Venice, and the laws of Florida, hereby annexes into the corporate limits of the City of Venice, Florida, and redefines the boundary lines of said City so as to include the following described parcels of real property in Sarasota County, Florida:

**Legal Description:**

Tract 15, VENICE FARMS SUBDIVISION, as recorded in Plat Book 2, Page 179, in the Public Records of Sarasota County, Florida.

Commonly known as vacant land on Auburn Road, Venice Florida. Parcel No. 0413-12-0004.

**SECTION 2.** The City Council hereby formally and according to law accepts the dedication of all easements, streets, parks, plazas, rights-of-way and other dedications to the public which have heretofore been made by plat, deed or user within the area so annexed.

**SECTION 3.** That the proper City officials of said City of Venice be, and they hereby are, authorized and directed to file with the Clerk of the Circuit Court of Sarasota County, Florida, a certified copy of this Ordinance, and to do and perform such other acts and things as may be necessary and proper to effectuate the true intent of this Ordinance. The pre-annexation agreement is incorporated into this Ordinance and is made a part thereof.

**SECTION 4.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 5.** This Ordinance shall take effect immediately upon its adoption as provided by law.

**PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 28TH DAY OF SEPTEMBER, 1999.**

First Reading: September 14, 1999  
Final Reading: September 28, 1999  
Adoption: September 28, 1999

  
\_\_\_\_\_  
Dean Calamaras, Mayor, City of Venice

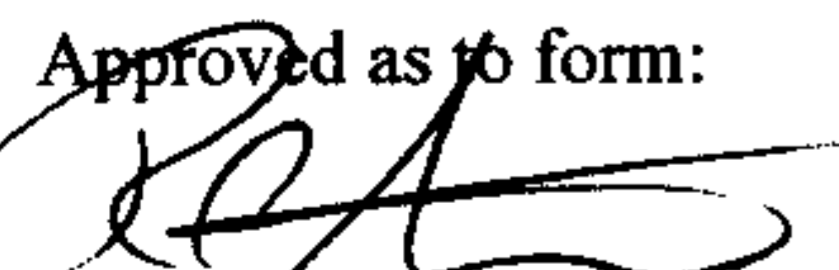
ATTEST:

  
\_\_\_\_\_  
Lori Stelzer, CMC/A&E, City Clerk

I, Lori Stelzer, CMC/A&E, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, at a meeting thereof duly convened and held on the 28<sup>th</sup> day of September, 1999, a quorum being present.

WITNESS my hand and the official seal of said City this 29<sup>th</sup> day of September, 1999.

  
\_\_\_\_\_  
Lori Stelzer, CMC/A&E, City Clerk

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

**PRE-ANNEXATION AGREEMENT**

This agreement is made this 14<sup>th</sup> day of SEPTEMBER, 1999, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and WILLIAM T. SKAGGS and DONNA L. SKAGGS (Hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately 5 acres (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, 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 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:

Approved By City Council

1

Date: 9-14-99

---

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.
2. **ZONING**. The Subject Property is currently zoned by Sarasota County as OUE-1. No development orders shall be granted until the Subject Property is rezoned to a district or districts under the Venice Zoning Code. 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 and appurtenances necessary to serve the Subject Property as determined by



the Director of Utilities and the City Engineer. 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 and appurtenances. 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.

Any water and sewer utility work required of owner will commence in connection with any building permit applications. Owner has the option to use the lift station located across the street from Subject property if adequate grade is possible for gravity installation.

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 pay the City the sum of \$2,500 within thirty (30) days of the issuance of the first development order concerning the subject property.
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. The traffic study shall be submitted to the City in connection with any development order.
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. The Owner shall be notified prior to any attorney services being rendered that Owner would be liable for.
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.

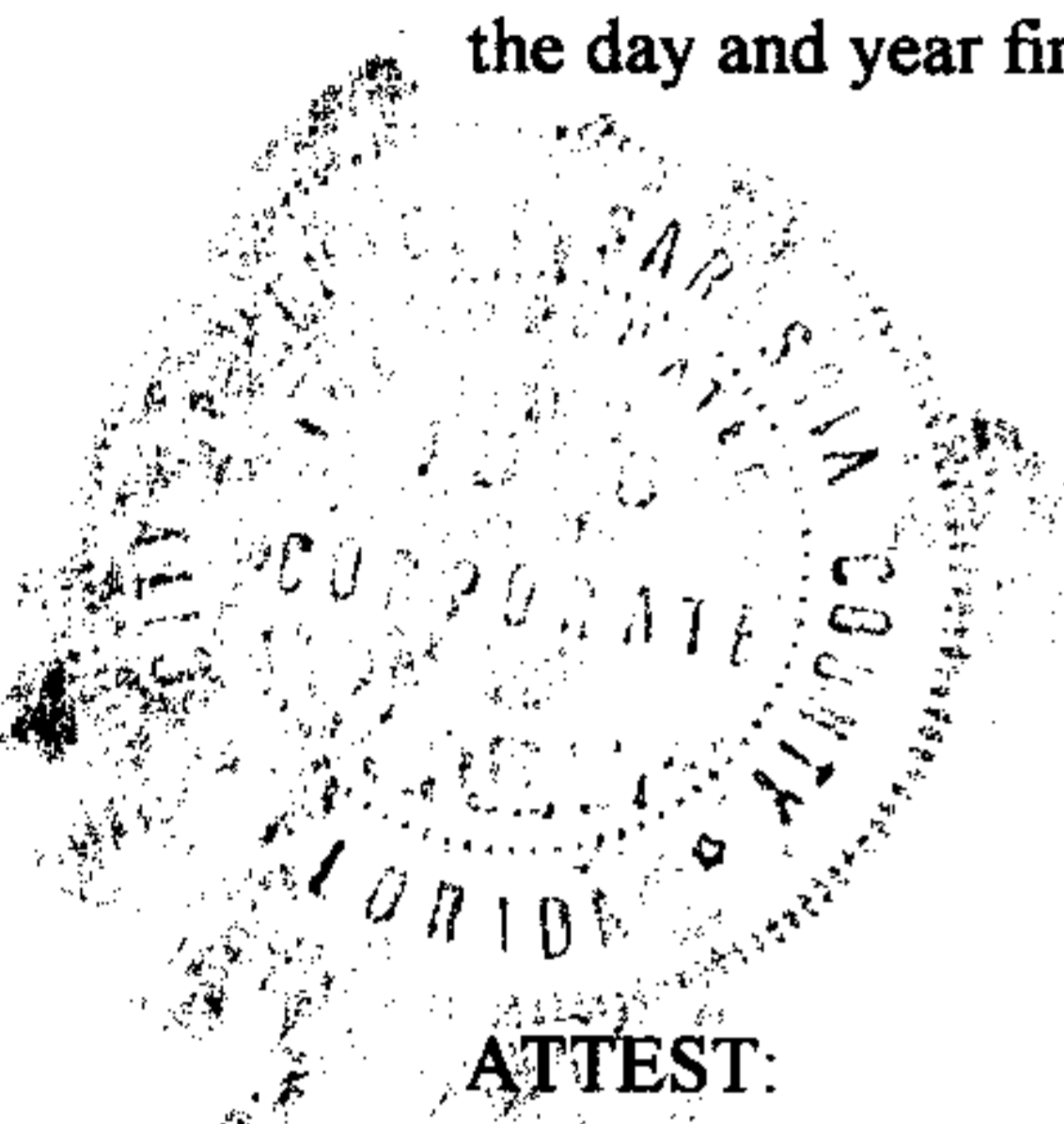
~~The Owner has the option of Contracting at any time prior to issuance of a building permit.~~ WC DLS WTS

11. **DEFAULT**. Upon the breach by either party of any terms or conditions 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.

**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: *Dean Calamaras*  
DEAN CALAMARAS, MAYOR

ATTEST:

*Lori Stelzer*  
LORI STELZER, City Clerk

OWNER

*William T. Skaggs*  
WILLIAM T. SKAGGS

*Donna L. Skaggs*  
DONNA L. SKAGGS

*Heidy Brittain*  
*Shanon Ebbrey*

*Heidy Brittain*  
*Shanon Ebbrey*

**EXHIBIT "A"**

Tract 15, VENICE FARMS SUBDIVISION, as  
recorded in Plat Book 2, Page 179, in the Public  
Records of Sarasota County, Florida.

---