



E.G. (DAN) BOONE
JEFFERY A. BOONE
STEPHEN K. BOONE
JOHN S. KODA

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

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

P. O. BOX 1596
VENICE, FLORIDA 34284

ESTABLISHED 1956

STREET ADDRESS:
1001 AVENIDA DEL CIRCO 34285
TELEPHONE (941) 488-6718
FAX (941) 488-7079
e-mail: adm@boone-law.com

December 7, 2015

VIA HAND-DELIVERY

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

Re: Amendments to Hurt and Caithness Pre-Annexation Agreements

Dear Mr. Lavallee:

As you are aware, we represent Border Road Investments, LLC, owners of certain property subject to the two above-referenced Pre-Annexation Agreements. The property is commonly known as The Woods at Venice PUD development.

Please accept this letter as a formal request by our client that the two Pre-Annexation Agreements be amended to be consistent with the City Council approved stipulations of the rezoning ordinance for the property. We have enclosed herewith copies of the two existing Agreements with the amendments indicated thereon (Please see paragraph 7C of both Agreements, which is shown as struck-through).

The purpose of the two identical amendments is to eliminate the requirement that Jackson Road be improved and extended from Border Road to Laurel Road as a County/Public Road. While there are numerous factors which support the proposed amendments, among the key ones are:

- First and foremost, none of the area residents or other members of the public want Jackson Road improved and extended. Indeed, it may be more accurate to say that they are adamantly opposed to Jackson Road being improved and extended. This position was evidenced by the 30+ hours of public hearing testimony/input during The Woods rezoning process;
- The Transportation study that was required to be performed for The Woods rezoning showed that there was no need to improve and extend Jackson Road in order to

Edward F. Lavalley
City Manager
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accommodate the additional traffic from The Woods development at its 1.7 dwelling units per acre approved development plan;

- The density contemplated for the property at the time the Agreements were approved was three times greater than the actual density approved for the property. Moreover, the densities for the properties in the larger geographic area which have had current development plans approved have been substantially less than contemplated at the time the Agreements were approved. As a result, the less intense road network now required for the lower density developments is substantially different than contemplated earlier.

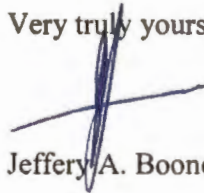
Please note that the enclosed copies of the two existing Agreements, with the above-described language being shown as struck through is for illustrative purposes only. Any approved amendments to the Agreements would require new amended Agreements, with re-numbered paragraphs, new signature blocks for the City and Property Owner, and other similar matters.

We would appreciate very much the proposed amendments to the two Agreements be placed upon an up-coming City Council agenda for approval.

If you have any questions, require additional information or wish to discuss this matter further, please do not hesitate to contact us.

Kind regards,

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jeffery A. Boone". The signature is stylized with a large, sweeping "J" and "B".

Jeffery A. Boone

JAB

cc: Jeff Shrum, Community Development Director (with enclosures / via hand-delivery)
David P. Persson, City Attorney (with enclosures / via email)

Enclosures

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7. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT.

A. EXTRAORDINARY MITIGATION FEE EXTRACTION. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of \$1,829.00 per equivalent dwelling unit ("EDU"). The extraordinary mitigation fee shall be adjusted each fiscal year by an amount based on the fluctuations of the Consumer Price Index, subject to certain limitations and requirements as set forth in Exhibit "B" to this agreement. For purposes of this agreement, the definition of equivalent dwelling unit is the same as the definition contained within the City Comprehensive Plan.

B. WATER WELL SITES: Subject to the approval of Owner as to location, Owner shall provide the City two (2) 40' x 40' potable water well sites on the Subject Property. Prior to the installation of the wells, the Owner and City shall mutually agree on the location of the well sites. The Owner shall not require the City to pay for the land used for said well sites or charge the City for the water withdrawn from the wells. The City shall be responsible for all costs associated with the installation of the wells and raw water transmission mains. The Owner shall convey to the City all easements reasonably necessary to access, construct and maintain said well sites and transmission lines.

~~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.~~

C. DEDICATION OF HAVANA ROAD RIGHT-OF-WAY: Sarasota County intends to extend Havana 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

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