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Prepared by: Charles F. Wheeler Esq
For: The City of Venice
401 W. Venice Ave.
Venice, Florida 33595

AMENDMENT TO ANNEXATION AGREEMENT

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THIS AMENDMENT TO ANNEXATION AGREEMENT made and entered into this 21st day of December, 1977, by and between BIRD BAY ASSOCIATES, a Florida general partnership comprised of Robert A. Morris, Jr. and Jaime S. Carrion, hereinafter referred to as "Owner," and CITY OF VENICE, a municipal corporation in the County of Sarasota, State of Florida, hereinafter referred to as "City."

W I T N E S S E T H :

WHEREAS, City and Amalgamated Transit Union, Trustees, and Valencia Development Corporation entered into an Agreement dated August 21, 1972, recorded in Official Records Book 977 at page 1373 of the Public Records of Sarasota County, Florida, in which certain properties more particularly described therein were annexed to the City of Venice pursuant to the terms and provisions of that Agreement; and

WHEREAS, City and Charles F. Schiear, Jr. as Trustee U/A dated October 24, 1966, entered into an Agreement dated February 15, 1973, recorded in Official Records Book 997, page 1510 of the Public Records of Sarasota County, Florida, in which land contiguous to the above described lands were annexed to the City of Venice pursuant to the terms and provisions of that Agreement; and

WHEREAS, City and Valencia Development Corporation entered into an Amendment to the above Agreement dated April 24, 1973, recorded in Official Records Book 999, page 2130 of the Public Records of Sarasota County, Florida; and

WHEREAS, a portion of said lands have heretofore been developed by Valencia Development Corporation and submitted to condominium ownership as portions of Bird Bay Village Unit One; and

WHEREAS, the remainder of the annexed lands have been conveyed by Valencia Development Corporation to Venice Properties, Inc. a Florida corporation hereinafter called "Properties;" and

WHEREAS, Properties has conveyed a portion of the remaining undeveloped lands to Owner by warranty deed dated June 14, 1977, recorded in

Official Records Book 1177, page 1912 of the Public Records of Sarasota County, Florida; and

WHEREAS, Properties has granted to Owner and Jaime S. Carrion and Robert A. Morris, Jr. options to purchase the remainder of the undeveloped lands as evidenced by various Memorandum and Notice of Option to Purchase dated June 14, 1977, and recorded respectively in Official Records Book 1218, beginning at pages 689, 694 and 697

Public Records of Sarasota County, Florida; and

WHEREAS, Properties has leased with an option to purchase the golf course portion of said lands to Bird Bay Golf Club, Inc., a Florida corporation owned and controlled by Robert A. Morris, Jr. and Jaime S. Carrion, as is more particularly described in the Memorandum and Notice of Lease Agreement with Option to Purchase dated March 2, 1977, recorded in Official Records Book 1177, page 1935 of the Public Records of Sarasota County, Florida; and

WHEREAS, Properties has leased with an option to purchase the Administration Building and Model Center site to Bird Bay Realty Company, a Florida corporation owned and controlled by Robert A. Morris, Jr. and Jaime S. Carrion, as is more particularly described in the Memorandum and Notice of Lease Agreement with Option to Purchase dated June 14, 1977, recorded in Official Records Book 1177, page of the Public Records of Sarasota County, Florida; and

WHEREAS, Properties, Bird Bay Golf Club, Inc. and Bird Bay Realty Company are executing this Agreement for the purpose of evidencing their consent hereto; and

WHEREAS, Owner desires to modify the original Annexation Agreements as Amended, altering the land use plan for the Planned Residential Community and City desires to modify the Agreement by providing for the application of certain provisions from the Code of the City of Venice to the future development of said undeveloped lands.

NOW THEREFORE, in consideration of the mutual agreements herein undertaken, the parties hereto agree that the above described Annexation Agreement be amended and modified as follows:

1. Paragraph 1 is hereby amended to read as follows:

1. LAND USE:

Owner will develop the lands in a planned residential community substantially in accordance with the land use Master Plan thereof prepared by Robert A. Morris, Jr., AIA, initialed by Owner and City and attached hereto as Exhibit "A" and by this reference made a part hereof providing for a maximum density of 998 units in addition to the existing units in Bird Bay Village Unit One. The Planned Unit Development portion of said lands shall be developed in accordance with the portions of Chapter 20A of the Code of the City of Venice which are applicable to existing Planned Unit Developments. No building or occupancy permit shall be issued by the City with respect to any portion of said lands unless the same shall be embraced within the intent of said Master Plan or such modification or substitution thereof as may hereafter be approved by the City Council.

2. Paragraph 3 a) is hereby amended to read as follows:

a) A preliminary subdivision plat or condominium plat, as appropriate, has been submitted to and approved by the City Council.

3. Paragraph 11(d) is hereby amended to read as follows:

(d) The Subdivision Regulations of the City of Venice shall apply where such regulations are appropriate and applicable and are not inconsistent with the Annexation Agreements as amended hereby. The maximum density for the development of the remaining undeveloped lands shall be reduced to 998 units as shown on the Master Plan attached.

This Agreement shall run with the land as described above and shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Owner has executed this Agreement by its duly authorized general partner and City has executed this Agreement by its duly authorized officials and its corporate seal affixed hereto effective the day and year first above written.

Witnesses:

Norma J. Dillon
Dianna L. Reid

BIRD BAY ASSOCIATES

By: Robert A. Morris, Jr.
Robert A. Morris, Jr.,
A General Partner

CITY OF VENICE

By: Harry E. Caci
Mayor

ATTEST:

By: [Signature]
City Clerk



C O N S E N T

The undersigned hereby consent to the foregoing Amendment to Annexation Agreement effective the day and year first above written.

Witnesses:

Norma J. Dillon
Dianna L. Reid

BIRD BAY GOLF CLUB, INC.

By: Robert A. Morris, Jr.
Robert A. Morris, Jr.
As its Vice President

BIRD BAY REALTY COMPANY

Norma J. Dillon
Dianna L. Reid

By: Robert A. Morris, Jr.
Robert A. Morris, Jr.
As its Vice President

VENICE PROPERTIES, INC.

Helen G. Reed
Georgia K. Shaver

By: James V. Wade
James V. Wade
As its President

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 1st day of January, 1974, by ROBERT A. MORRIS, JR., a general partner of BIRD BAY ASSOCIATES, a Florida General Partnership, on behalf of the

partnership, and as Vice President of BIRD HAY GOLF CLUB, INC. and BIRD HAY REALTY COMPANY, a Florida corporations, on behalf of the corporations.

Thomas J. Dillon
Notary Public
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 8, 1979
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 8th day of February, 1978, by HARRY E. CASE, Mayor of the CITY OF VENICE, and by STEVE ALBEE, JR., City Clerk of the City of Venice, a municipal corporation in the County of Sarasota, State of Florida, on behalf of the corporation.

Thomas J. Dillon
Notary Public
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires July 10, 1981
Bonded by USF & G

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 31st day of January, 1978, by JAMES U. WADE, President of VENICE PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Helen A. Reed
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 2 1981
BONDED THRU GENERAL INS. UNDERWRITERS

