

Dear Planning Commissioners:

This firm represents the North Venice Neighborhood Alliance (NVNA) and its members and Directors, as well as Suzanne Metzger, a homeowner resident of the Cielo Subdivision in the Milano Planned Unit Development (PUD), in opposition to the above referenced amendment to that PUD and its Binding Master Plan, before you for public hearing on Tuesday, January 17. Professional planner Jan Norsoph and I will appear for them then, under a timely filed Request for Affected Person Status.

The reasons to recommend denial of the petition before you are strong and several.

Please take the time to review our analysis before the hearing, long though it is, for a better understanding of the issues.

We simply ask the City to follow the law.

What Is Sought By the PUD Amendment

The PUD amendment would change the designation of 10.47 acres at the northwest portion of the Cielo Subdivision from "Open Space" to "Commercial".

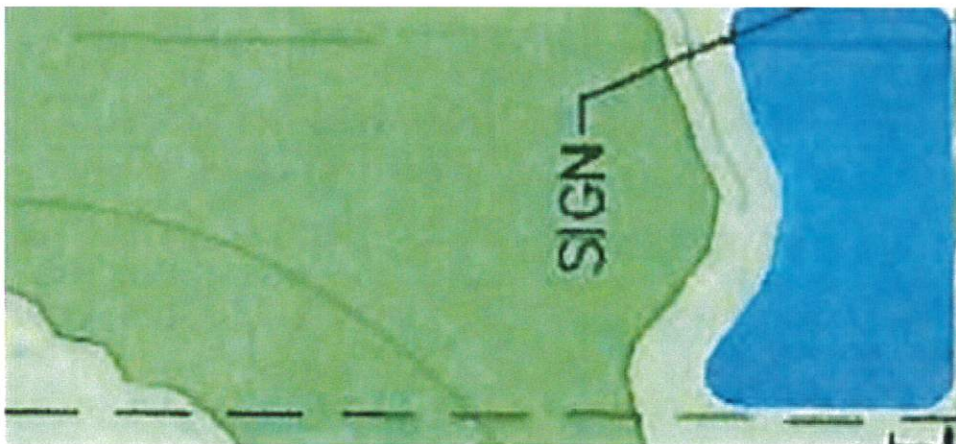
This is an aerial photograph of the property, from materials filed with the City by the applicant's environmental consultant.

The table shows the site as 6.6 acres of "Freshwater Marshes", 2.24 acres of "Reservoirs" and 1.56 acres of "Open Land".



Below is that site, as shown on the current Milano PUD Binding Master Plan.

The Legend shows the dark green as Wetlands, the light green as Open Space and the blue as Lakes.



The proposed amendment to the Milano PUD Binding Master Plan would change the entire area to “Commercial”.

The applicant has proposed to pave over the entire site with buildings and parking.

That, in essence, is what is before the Planning Commission on Tuesday. The City’s Land Development Regulations (LDR’s) and Comprehensive Plan determine whether it may lawfully be approved.

The City is applying the Land Development Regulations in effect prior to their revision on December 12, 2022, and that is what is cited herein, principally in Section 86-130, governing PUD's.

The Applicant Lacks Authority to Change the Site's Land Use

Section 86-130(k) of the LDR's includes the following:

All land in a PUD shall be under the control of the applicant, whether that applicant is an individual, partnership or corporation or a group of individuals, partnerships or corporations. The applicant shall present firm evidence of the unified control of the entire area within the proposed PUD.

Also, Section 86-130(t)(3)a of the LDR's requires that any application for a PUD zoning shall include "Evidence of unified control". Further, LDR Section 86-23(m)(1) requires that the Planning Commission include among the factors it considers in this application the "Sufficiency of statements on ownership and control of the development ...".

Section 86-130(v) requires that any amendment to a PUD must comply with the Land Development Regulations governing the PUD. That includes Sections 86-130(k), 86-130(t)(3)a, and 86-23(m)(1), requiring a showing of unified control over the property.

Although when the PUD is originally approved, this would apply to the entire PUD, when the PUD Binding Master Plan is proposed to be amended, the evidence of control must logically be provided for the entire area of the Plan which is sought to be amended.

Otherwise, an applicant could seek to amend the Plan for a part of the PUD which has fallen under the control of others. Indeed, that is the case here under section 177.081(2), Florida Statutes, in that the subject property has already been platted, as presented below.

The only thing that the applicant has presented to the City in response to the City's request for evidence of unified control is a December 13, 2016 deed from the PUD Developer, Neal Communities of Southwest Florida, LLC, conveying the subject property "subject to any restrictions of record and subject to governmental regulations."

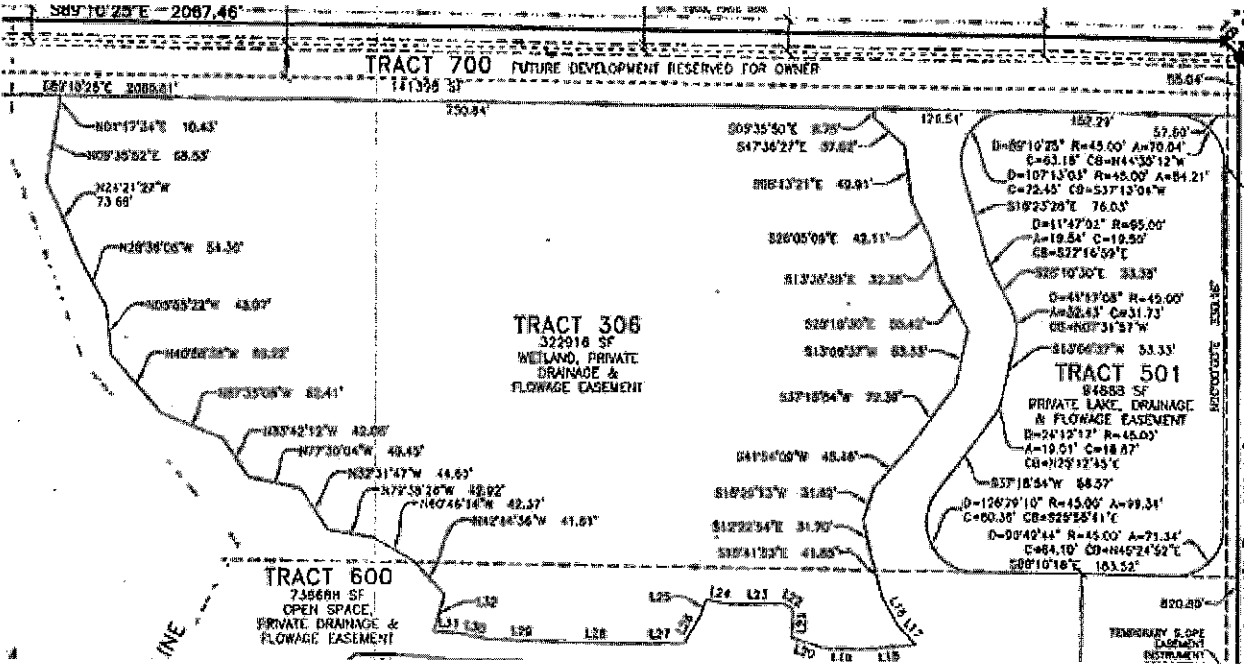
Even if this was not a requirement of the LDR's, one would think that the City would not approve a land use change in the PUD Binding Master Plan which it is beyond the authority of the applicant to seek and obtain. Again, that is it is here, in light of the approved and recorded final Plat for the subject property.

Very importantly and fundamentally, on December 10, 2019 the applicant recorded a final Plat for the Cielo Subdivision, reciting that it was approved by the Venice City Council on

November 12, 2019. The minutes of that meeting refer to it as the "final Plat" and the City continues to acknowledge that it is the Cielo final Plat.

The Plat is attached hereto.

Here's a portion of that Plat which includes the site which the applicant now proposes to designate for Commercial development:



You can see that the proposed "Commercial" property is designated in the Plat for Wetland, Drainage & Flowage, Open Space and Lake.

Specifically, the Tracts which would be taken for the commercial development include all or a part of the following, upon which the Plat – on page 3 of 9 – places the following designations and easements:

- Tract 306: Wetland, Private Drainage & Flowage Easement
- Tract 501: Private Lake, Drainage & Flowage Easement
- Tract 600: Open Space, Private Drainage & Flowage Easement

The only area that the Cielo Plat designates as "Future Development Reserved for Owner" is Tract 700, a narrow strip at the north edge of the Subdivision. It is to the north of the 10.47 acres the applicant now seeks to designate as Commercial and is not within it.

If you will look at the full Plat attached, you will see that the Cielo homesites were platted to the southwest of this site.

This is how the applicant chose to plat and develop Cielo.

Initially, the applicant sought approval of a Plat amendment and a Site and Development Plan at the same time as the proposed amendment to the PUD Binding Site Plan, for the Commercial designation.

Then on July 13, 2022, I emailed objections to the City for NVNA that included the following:

Written Consent of All Cielo Owners Is Required to Amend the Plat

Section 177.051(2), Florida Statutes provides that once a Plat for a subdivision is recorded, any amendment is deemed to be a "Replat" and is subject to the same requirement as for a Plat in the statutes.

That includes not only approval by the City under section 177.071, Florida Statutes, but also the following, under section 177.081(2), Florida Statutes:

Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

Accordingly, the Cielo homeowners cannot have their open space stolen from them by the developer for commercial development without their written consent. That has not been obtained. The statutes prohibit the City from approving the replat until that consent has been obtained.

From what we have learned is a finding by staff in consultation with the City Attorney that this conclusion is correct, on August 1, 2022, City Senior Planner Nicole Tremblay included the following in a letter to the applicant requiring responses to deficiencies found in the applications:

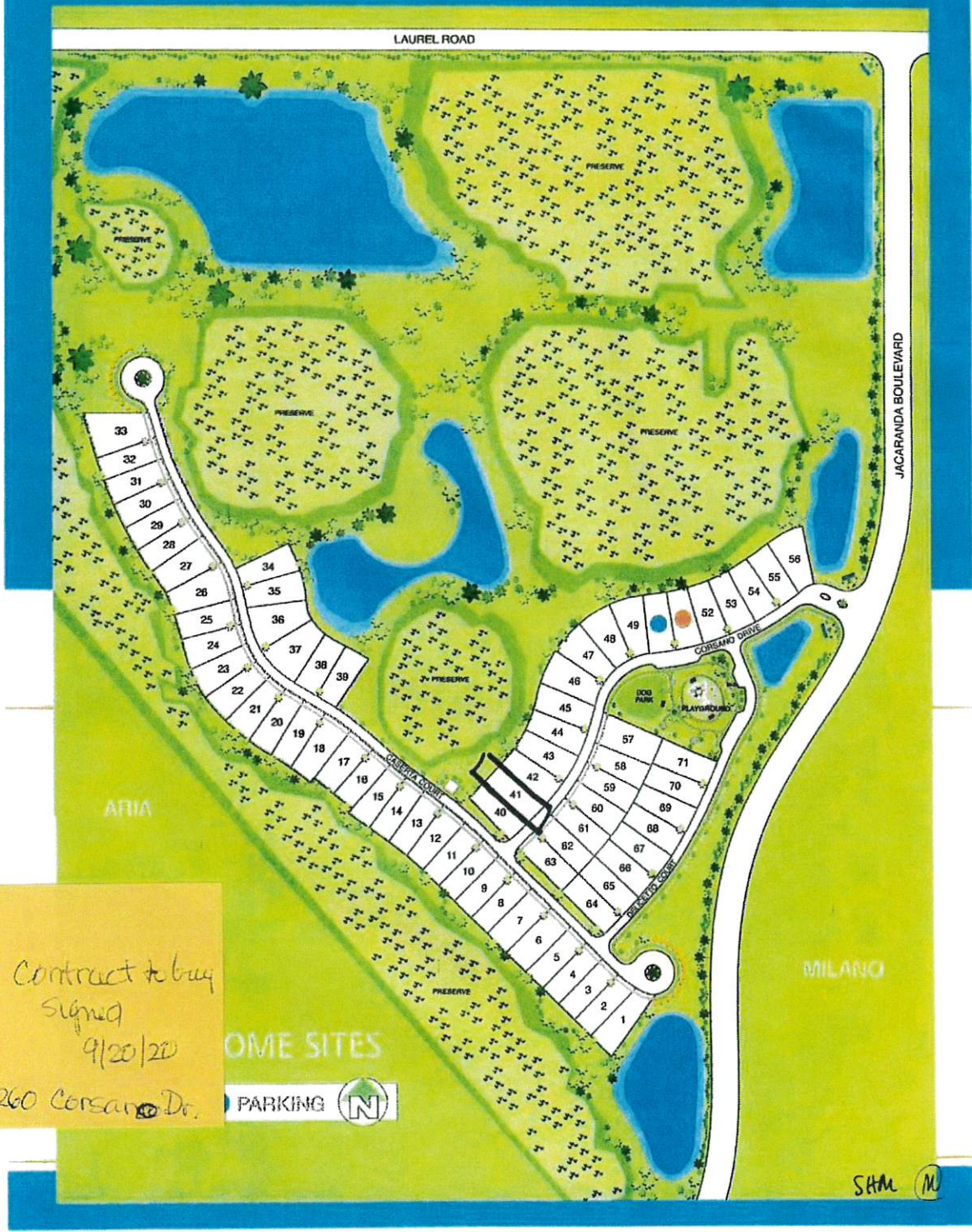
Please address F.S. § 177.081(2) regarding the requirement for all property owners included in the recorded final plat for Cielo to execute the dedication on the proposed revised plat (or through separate instrument).

After receiving that letter, the applicant chose not to respond and still to this day has not done so. Instead, it decided to put off its proposed Plat Amendment, as well as its Site and Development Plan, and instead seek approval only of its proposed amendment to the PUD

Master Plan. In doing so, the applicant evidently hopes that the City will overlook the applicant's lack of authority to seek and obtain the change. The applicant wants the City to say, "OK we'll give you this change in Milano PUD even though it is against what is now binding on the property and violates what is committed to the Cielo homeowners in their Plat."

It is also worth considering that after the applicant recorded the Cielo Plat, it sold most of the lots created by the Plat, with representations that the subject site would be preserved Open Space, as provided in the Plat and the PUD Binding Master Plan. (The applicant only stopped doing that very recently, in marketing the remaining platted homesites).

An example is this graphic of the Cielo property given before closing by the developer to Suzanne Metzger in her purchase of 260 Corsano Drive in Cielo. Again, Ms. Metzger is among the Affected Persons we are representing in this matter. You will recognize the proposed Commercial site, designated as "Preserve", open space and a lake. Ms. Metzger is among the Cielo homeowners who were understandably shocked and aggrieved upon finding that the developer now proposes to change that property to a Commercial center.



Contract to buy
signed
9/20/20
260 Corsano Dr.

To Protect Residents, the LDR's Require That Any Commercial in a PUD Be Vetted at the Time the PUD is Approved – Not Later by Amendment

Section 86-130(b)(8) of the Venice Land Development Regulations allows a PUD to designate commercial development at the time when the PUD is approved. That disallows the proposed PUD amendment, now many years after the PUD was approved with no commercial development. (As such, it also renders the proposed Site and Development Plan and Plat amendment inconsistent with the PUD).

The regulation is as follows (emphasis added):

DIVISION 8. - PLANNED DEVELOPMENT ZONING DISTRICTS

Sec. 86-130. - PUD planned unit development district.

(b) *Permitted principal uses and structures*. **Permitted principal uses and structures in PUD districts are:**

- (1) Single-family dwellings, cluster housing and patio houses.
- (2) Townhouses.
- (3) Multiple-family dwellings.
- (4) Private clubs, community centers, and civic and social organization facilities.
- (5) Parks, playgrounds, putting greens and golf courses.
- (6) Essential services.
- (7) Houses of worship, schools, nursing homes and child care centers.
- (8) **Neighborhood commercial uses which are determined at the time of approval for the PUD to be compatible with the existing and future development of adjacent and nearby lands outside the PUD.**
- (9) Other uses of a nature similar to those listed, after determination and recommendation by the planning commission, and determination by the city council at the time of rezoning that such uses are appropriate to the PUD development.

The Milano PUD included no commercial uses at the time it was originally approved as the VICA PUD in 2014 and when it was merged into the Milano PUD by Pat Neal's companies in 2017. When the developer sought that PUD merger in 2017, and kept the PUD free of commercial development, the City Planning staff recommended approval, noting that the land use of the PUD was residential and that the adjacent land use was residential, and as such they were compatible. Staff also found that the PUD protected single family neighborhoods from the intrusion of incompatible uses, thus was consistent with the City's Comprehensive Plan.

The evident purpose of this timing element is so that persons buying into and around the PUD will know the whole package of what will be built, and will not be subject to a bait-and switch, such as is being now proposed, to find that designated open space is to be removed and replaced with the adverse impacts of commercial development.

Open Space Dedication is Required

A similar protection against a bait-and-switch to develop designated open space in a Planned Unit Development is provided in Section 86-130(j)(3) of the LDR's, as follows:

Land in a PUD designated as open space will be restricted by appropriate legal instrument satisfactory to the city attorney as open space perpetually, or for a period of not less than 99 years. Such instrument shall be binding upon the developer, his successor and assigns and shall constitute a covenant running with the land, and be in recordable form.

Section 86-570 of the LDR's defines "Open Space" as that term is used in the LDR's as follows:

Open space means property which is unoccupied or predominantly unoccupied by buildings or other impervious surfaces and which is used for parks, recreation, conservation, preservation of native habitat and other natural resources, or historic or scenic purposes. It is intended that this space be park-like in use. The term "unoccupied or predominantly unoccupied by buildings or other impervious surfaces," as used in this definition, shall mean that not more than five percent of the area of any required open space, when calculated by each area shall be occupied by such surfaces. Such open space shall be held in common ownership by all owners within the development for which the open space is required. Any property within 20 feet of any structure (except accessory structures within the designated open space) or any proposed open space area having any dimension of less than 15 feet, shall not be considered open space in meeting the requirements of this chapter. Where areas within a development are identified as native habitat, such areas shall be utilized to fulfill the open space requirements of this chapter.

The land within Cielo that Neal proposes to use for a shopping center includes land identified on the final plat as open space. (Tract 600). That same land is designated in the PUD Binding Master Plan as "Open Space" (as graphically shown above), with the remainder of the site labeled "Wetland" and "Lake", which are other forms of Open Space under the LDR definition just recited.

The subject land was "designated as open space" when the Milano PUD Binding Master Plan was adopted in 2017, if not before in the preceding PUD in 2014.

As such, it is required by LDR Section 86-130(j)(3) (as recited above) to be restricted as open space perpetually by a recorded legal instrument. Not commercial development. Open Space.

Additionally, Section 86-231(c)(2)(n) of the Land Development Regulations provides that a final plat is to include a dedication to public use "of all streets, alleys, parks or other open spaces

shown thereon ..." (emphasis added). "Final plat" is defined in Section 86-230 as the final map of all or a portion of a subdivision which is presented for final approval.

The intention of the LDR's is clear. When a final plat is prepared, any open space shown on that plat is to be protected in the plat for that purpose. The fact that it was not done in regard to the Cielo Subdivision final plat should not result in the open space shown on the plat being allowed to be converted to asphalt and concrete. That open space instead should immediately be dedicated to the city by separate legal instrument as should have been done two and a half years ago.

The staff report states:

The City's position has historically been that this dedication should take place at the final plat of the last phase of a PUD. While a recent policy change has been made to begin requiring this at the final plat of each phase of a PUD, this procedure has not been in place throughout the lifetime of the Milano PUD.

That previous practice of delaying the open space dedication until the final plat in the PUD is not supported by the wording of the applicable LDR's.

Even so, the final plat of the last phase of the Milano PUD has in fact been approved and recorded! As such, the Open Space dedication is due or overdue, and as such is protected by the LDR's from a change of Open Space to Commercial.

Milano PUD is made up of the Milano, Cielo, Aria and Fiore subdivisions. The last final plat within that PUD to be approved by the city was that of the Fiore subdivision on July 13, 2021.

At the Planning Commission meeting of July 5 that related to the transfer of 24 acres of open space within Milano, city attorney Kelly Fernandez spoke of the city's practice, saying, "Our LDR require open space at the time of the final plat to be dedicated for 99 years... At the time of the final plat is when we have on the plat itself the language that protects the open space for 99 years."

The legal instrument required by 86-130(j) and by the stated practice of the department should have been executed and submitted to the city for approval and recording at the time the Cielo final plat was approved, thereby protecting the open space within that subdivision for 99 years. That is what was done with the Fiore subdivision, the last final plat in the PUD, when it was recorded on July 13, 2021. Why it was not also done on the Cielo Plat is unknown. However, any way you look at it the Open Space dedication for Cielo is overdue and is required now.

The requirement of the LDR's for the recorded Open Space protection precludes amending the PUD Binding Master Plan to convert the Open Space in Cielo to Commercial development.

The staff report states:

The Binding Master Plan shows a development area of residential lots that have not yet been memorialized through a preliminary or final plat. Therefore, the final recording of the dedication of open space for the entire PUD has not taken place.

Staff has confirmed that this is the position being taken by the applicant and that it refers to an area shown by two rectangles on the Binding Master Plan within what became the Cielo subdivision.

Below are those two rectangles with the proposed Commercial area added to their right (east), for illustration purposes.

The Cielo developer did not choose to include this area of potential residential development in the Cielo Plat, which restricts the uses of that land. Why the developer left out that residential development is unknown. One logical conclusion, however, is that if the proposed PUD amendment is approved, the developer will next seek to convert what is now protected Open Space in this area on the Cielo Plat to a westward extension of that Commercial area.



Again, the applicant determined not to include that area for homesites in the Cielo Plat. Therefore, those homesites cannot be added to the site without the joinder of all homeowners in the Subdivision as required by s. 177.081(2), Florida Statutes. There is no “memorializing” of such homesites to be done, whatever that means, through a future amendment of the Cielo Plat for which the applicant lacks the required legal authority.

In any event, City staff acknowledges that a final Plat has been approved and recorded for the entirety of the Milano PUD. As such, even under staff's excessively liberal interpretation of when the Open Space dedication is due, it is clearly due – past due – today and an inconsistent amendment of the Binding Master Plan is not allowed.

If the Open Space dedication was not due for reason of a potential future amendment of the Cielo Plat to add more homes, it may never be due if the developer sought not to pursue that change. Clearly that cannot be the case, and under the LDR's the Open Space dedication was due at the time of the Cielo plat, and even with staff's previous historic delay until the final plat for the subdivision is approved, it is due because that final plat has occurred.

Additionally, Section 86-570 of the LDR contains a definition of "open space", which includes the statement, "**Such open space shall be held in common ownership by all owners within the development for which the open space is required.**" For any meaning to be given to that requirement, the Open Space in Cielo as provided not only in the Binding Master Plan but certainly as provided in the approved and recorded final Plat of the Cielo subdivision must be deemed to be held in common ownership by all owners in the Cielo development.

Cielo Declaration and State Law Also Protects the Open Space

City staff has indicated that it's not considered appropriate to look to the Cielo Declaration of Covenants, Conditions and Restrictions for any prohibition on what the applicant seeks to do, in converting designated Open Space to Commercial.

However, because the Declaration operates as a covenant binding the property, and together with the Plat protects the property rights of the Cielo homeowners, it is relevant. It further shows that the applicant does not have the authority to obtain the requested change in the Milano PUD Binding Master Plan as to the subject Cielo property.

Under Section 4.01(a) of the Cielo Declaration of Covenants, Conditions and Restrictions, the Common Property includes the following property listed by reference in Exhibit "E" of the Declaration, as follows:

As set forth on the Plat for Cielo

Tract 100: Private Roadway, Ingress, Egress, Utility, Drainage, Landscape & Hardscape Easement

Tract 200: Amenity Center

Tracts 300-306: Wetland, Private Drainage & Flowage Easement

Tracts 500-504: Private Lake, Drainage and Flowage Easement

Tracts 600-603: Open Space, Private Drainage & Flowage Easement

Operation and Maintenance Responsibilities for Above-Referenced Tracts

Tracts 100 through 603 shall be privately operated and maintained as Common Areas, Common Property and/or Common Elements by the Cielo Neighborhood Association, Inc., in accordance with the Declaration.

(Section 1.11 of the Declaration provides that the terms Common Area, Common Property and Common Elements as they appear are interchangeable).

Exhibit "E" then provides:

Reservation for Owner:

Tract 700: Future Development Has Been Reserved for Owner – Owner has been defined on the Plat at Border and Jacaranda Holdings, LLC and Neal Communities of Southwest Florida, LLC

Again, Tract 700 is the narrow strip of land at the north edge of Cielo, which the applicant is not including in the proposed PUD amendment for commercial development.

Section 4.01(d) of that Declaration provides that the Declarant, Neal Communities of Southwest Florida, LLC, may amend "the development plan and/or scheme of development of the Common Property", provided that such an amendment "does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property." Clearly, the proposed deletion of Open Space through a PUD Master Plan amendment and its replacement with Commercial development would violate that standard.

There are provisions in the Declaration which purport to grant authority to the Declaration to amend the Plat, but they are subject to limits in the Declaration which would prevent what the applicant seeks, such as requiring that any removed Common Area be replaced with comparable new Common Area and others which provide that a Common Area may not be deleted if that would "materially and adversely change the nature, size and quality of the Common Property". The rules of construction require that they be read together to give effect to all where possible and that ambiguities be construed against the drafter, so the limits will prevail.

More important, the Declaration is subject to state statutes in effect at the time. That includes 177.081(2), Florida Statutes, which requires that every property owner in the subdivision execute any replat, before witnesses and a notary the same as for a deed. Neal seeks to address that by including in the Declaration that each owner must sign such an instrument and if an owner does not, it is not needed. It is highly unlikely that a court would order lot owners to sign the replat sought by the applicant and it would violate the statute to replat without it.

And even better, the Declaration is subject to 720.3075, Florida Statutes, which limits Developer amendments. Subsection (5) of that statute provides:

It is declared the public policy of the state that prior to transition of control of a homeowners' association in a community from the developer to the nondeveloper members, as set forth in s. 720.307, the right of the developer to amend the association's governing documents is subject to a test of reasonableness, which prohibits the developer from unilaterally making amendments to the governing documents that are arbitrary, capricious, or in bad faith; destroy the general plan of development; prejudice the rights of existing nondeveloper members to use and enjoy the benefits of common property; or materially shift economic burdens from the developer to the existing nondeveloper members.

The statutory definition of "governing documents" includes the Declaration and its exhibits, which includes Exhibit E listing the Common Properties.

Traffic is a Major Issue and the Applicant Has Refused to Submit an Acceptable Traffic Study

Under Sec. 86-47(f)(1) of the LDR's, the Planning Commission will be required to report to the City Council for this proposed rezoning (such as a PUD amendment) that it "has studied and considered the proposed change in relation to several factors, including:

- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

As you will hear from affected residents at the public hearing, an excessive increase in traffic congestion and traffic safety is one major reason for residents' opposition to the proposed PUD amendment.

A certain traffic study is required from the applicant under Chapter 94 of the LDR's, including specifically Section 94-31. Section 94-34 requires that the applicant's traffic study comply with a certain Methodology adopted and enforced by the City.

The City, upon review and comment by its expert consultants, has identified numerous deficiencies in the traffic study submitted by the applicant for its proposed amendment of the PUD Binding Master Plan. The staff report so notes, touching briefly on one deficiency, and states that the applicant has decided to proceed to the Planning Commission anyway.

Without a valid traffic study, the Planning Commission cannot recommend approval of the PUD amendment.

The staff report states that although the City cannot deny the amendment under state law solely for failure to meet “concurrency”, that is exceeding the adopted level of service on affected roads and intersections, the City can validly deny based on factors which include the effect of excessive traffic on compatibility. The functional safety of affected road segments and intersections would be another, including notably the intersection that the commercial entrance and exit would share with Venetian Golf & River Club, on the other side of Laurel Road.

In addition to the deficiencies in the traffic study noted by the City’s experts, there is the fact that it only analyzes traffic from the Site and Development Plan which is not before the Planning Commission, rather than from the proposed amendment to the PUD Binding Master Plan, which is the only proposal actually at issue.

The PUD amendment, with its very sparse limits on the 10.47 acres, allows much more commercial development than the 70,240 square feet on the Site and Development Plan which will not be before the Planning Commission – being sufficient for up to 227,000 square feet of commercial buildings under the .5 FAR provided.

The traffic from the large commercial development depicted in the Site and Development Plan is itself very large even by the traffic study in which the applicant seeks to lowball traffic by its violations of the required Methodology – an increase of 945 PM peak vehicle trips on affected road segments and intersections. It can only be imagined what would be shown by a proper and lawful traffic study – particularly if it includes the traffic allowed by the maximum potential development if the proposed PUD amendment is approved.

Due to the applicant’s failure to submit a compliant traffic study, the proposed PUD amendment should be rejected on that basis alone.

The PUD Amendment Allows Too Much Commercial Development Under Legal Limits

Attention has been focused to date on the Site and Development Plan which the applicant submitted but has pulled from consideration while it seeks approval only for its amendment to the amendment to the PUD Binding Master Plan.

Even the commercial development under that Site and Development Plan exceeds the allowed scope, including the requirement of Section 86-130(r) of the LDR’s that it serve the needs of the PUD residents , not the needs of the residents in the “surrounding area.”

It includes a grocery store of 47,240 square feet, a restaurant of 18,000 square feet and other commercial development of 5,000 square feet, and a parking lot that takes all the rest of the site.

That’s no small development. Here is a rendering of the “elevation” of the grocery store frontage from the application. Note that it is so massive that it runs off the page to include the segment below.



Moreover, the PUD amendment only restricts commercial development on the 10.47 acres to a broad list of uses, a maximum size of any single use building to 65,000 square feet and a Floor Area Ratio (FAR) of .5, which would allow up to 227,000 square feet of commercial development.

There is no way to credibly argue that the PUD amendment as proposed, with its large acreage and sparse limits, complies with the City’s Land Development Regulations and Comprehensive Plan.

Section 86-130 (r) of the Venice Land Development Regulations governing PUD’s provides as follows (emphasis added):

Commercial uses. Commercial uses located in a PUD are intended to serve the needs of the PUD and not the general needs of the surrounding area. Areas designated for commercial activities normally shall not front on exterior or perimeter streets, but shall be centrally located within the project to serve the residents of the PUD.

This is consistent with Policy LU 1.2.16.7(b) of the Venice Comprehensive Plan for this area, which provides in pertinent part as follows:

The intent of the non-residential portion of the MUR is to provide for neighborhood scale and serving uses; not for regional purposes.

The staff report seems to suggest that all the Comprehensive Plan requires is that the commercial development not be “regional” in scope, by somehow construing that term to mean so vast as to have a “multi-jurisdictional” market area – that is reaching beyond the borders of the City of Venice. That of course is inconsistent with the other part of the

Comprehensive Plan policy that nonresidential development in a PUD is limited to a "neighborhood scale."

Again, though, there is the very clear and restrictive requirement of Section 86-130(r).

The staff report concludes, with respect to the proposed amendment to the PUD Binding Master Plan, "The character of the use would be commercial development intended to serve the surrounding area"

Because Section 86-130 (r) of the LDR's limit commercial in a PUD to that which is "intended to serve the needs of the PUD and not the general needs of the surrounding area," that observation in the staff report alone condemns the application to denial.

But there's more.

The applicant actually has made much of the appeal of the shopping center shown in the shelved Site and Development Plan, particularly the large Publix store, to an extremely large surrounding area.

The applicant's PowerPoint presentation at its required Public Workshop boasts that the proposed commercial development "is significant for the communities east and north of I-75," claiming that it will serve 6,943 homes in subdivisions spread on a map over many miles, only 837 of which are shown in the Milano PUD (Milano 464, Aria 182, Cielo 71 and Fiore 120). "Will be the only grocery store east of I-75 within 11 miles" the Powerpoint claims, and the only one within 2.5 and 2.8 miles in two opposite directions, both of which "require driving through an I-75 interchange." In a January 15, 2022 article in the *Sarasota Herald-Tribune*, Pat Neal is quoted as saying "Six thousand homes demand a store and three different Publix developers have been trying to buy the property."

There are not 6,000 homes within the Milano PUD. The Milano PUD Binding Master Plan approved in 2017 states that it was planned for 1,350 units, and the developer decided to plat it for fewer, with a total in the fully platted PUD of Clearly it is intended that any supermarket constructed on the property will be designed to serve the needs of the surrounding areas and not simply the needs of those living within the Milano PUD. Additionally, the proposed shopping center is not centrally located within the Milano PUD, and as proposed it would front Laurel Road, an exterior street.

And of course, the proposed commercial center will front on two exterior, perimeter streets rather than be centrally located within the project, even though the LDR's state that "normally" is not allowed. There is no circumstance here which allows an exception to that norm.

The staff report observes that a majority of other PUD's have commercial development fronting on exterior, perimeter streets. There is however an important distinction.

Those earlier commercial uses were part of the annexation agreements relating to those lands, and those uses were grandfathered at the time the lands were rezoned as PUDs in accordance with existing land development regulations. The law was followed in those earlier cases.

Each of those earlier cases is easily distinguished from the applicant's proposal and should not be used as precedent for its approval. There is no precedent for the city approving a substantial commercial development designed to serve several thousands of people to be built at a location surrounded by residential neighborhoods, and at the very edge of an already existing PUD, the approved binding master plan for which stated that there would be no commercial property.

In none of those earlier cases did the developer of a previously approved PUD containing no commercial property ask to develop commercial property at a location surrounded by existing residential homes. In none of those earlier cases was there an approved binding master plan that stated there would be no commercial development within the PUD. In all of those earlier cases the commercial property that existed within the PUDs was identified as commercial prior to the time that the land was zoned as PUD. That land had previously been designated for commercial development by the time the PUD was created. Each of those earlier cases is easily distinguished from the Neal proposal, as follows:

CAPRI ISLES. On February 22, 1971, the Venice City Council approved the original "Master Land Use Plan" for Capri Isles. That plan included some proposed commercial development within the subject area. But at that time that land was not part of a PUD. The land was not rezoned as a PUD until 1978 at which time the original plan became part the PUD master plan in accordance with the then existing provisions of Section 20-9.20 of the City's Zoning Code. That provision states if on the date of the adoption of the Code there exists an annexation agreement that establishes the right for certain development and the subject property thereafter is classified as PUD then the sections of the agreement relating to the development of the property shall be construed as meeting the requirements for an application for PUD zoning. Again, when the City approved the Master Land Use Plan in 1971, which included some commercial property, the land was not a PUD.

BIRD BAY. Prior to 1978 Bird Bay was not a PUD. Prior to 1978 the area that had been annexed into the City and which was to be developed as Bird Bay included residential as well as a proposed small commercial development. In January of 1978 the earlier Annexation Agreement was amended to state that the owner was to develop the lands in a "planned residential community" substantially in accordance with an attached drawing that shows only residential development, no commercial. The amendment also refers to "the Planned Unit Development portion of said lands..." The commercial property that was part of the annexed land was not included within the later created PUD. Additionally, even if the commercial portion of the property was included in the PUD it would appear that Section 20-9.20 of the City's Zoning Code has application to

Bird Bay. The commercial property could be developed since it was commercial at the time the land was first annexed.

PINEBROOK SOUTH. Concerning the Pinebrook South development, the annexation agreement of March 8, 1961, required that the land being annexed be developed as per a master plan contained in engineering drawings of February 12, 1959. Those drawings cannot be located by the City's Planning Department but presumably include and reference six acres of land for future commercial development. On May 24, 1974, the then developer applied for rezoning of the subject lands to a PUD, which application was granted by the City. That document references that six acres may be developed as commercial. Those six acres of proposed commercial property were created and were allowed as per the annexation agreement and existed prior to the Pinebrook South PUD being approved. Further, no retail commercial was ever created on the property. Instead, in 1983 the City approved the construction of a nursing home on the subject six acres. Again, Zoning Code, Section 20-9.20 has application to Pinebrook South.

TOSCANA ISLES. The preliminary plat for Toscana Isles relating to its petition to be rezoned PUD was filed in 2011. That property had been annexed in 2003 as an existing 598 space RV park. At that time the property received a "commercial" future land use designation. In 2006 the property was rezoned to "Commercial General" with the intention of developing a project that proposed residential and commercial uses. That plan was never executed, and the property remained vacant and zoned as commercial general until the time of the filing of the petition in 2011. That petition included 10 acres for future commercial use. In 2012 the developer asked that the master plan of the PUD be amended to include approximately 20 additional acres adjacent and to the south of the PUD. That land was zoned commercial and had existed as commercial at the time the Toscana Isles PUD was created next door. The small areas within the Toscana Isles PUD that were approved for future commercial use had previously been zoned commercial general. It does not appear that either of those two areas have actually been developed as commercial to this date. Additionally, at the time the PUD was approved the adjacent land use was as follows: North-Agriculture and Industrial; West-Agriculture and Industrial; South-Vacant; East-Residential and Industrial. See Toscana Isles Staff Report.

In a letter dated August 1, 2022, relating to Petition No. 22-38RZ, Senior Planner Nicole Tremblay requested that the applicant provide "justification for the proposed amendment as it relates to Sec. 86-130(r) regarding commercial uses intended to serve the neighborhood and not the surrounding area. In addition, address the proposed location of the proposed project in relation to this section" The applicant gave the following as its response:

The proposed commercial uses which are limited in type and scale are intended to serve the needs of the PUD and not the surrounding area. While areas designated for

commercial activities normally shall not front on exterior or perimeter streets, in this instance, and similar to several other PUD's in the City of Venice, the location is the best for the residents of the PUD, for a number of reasons.

For the applicant to state that the commercial development which would be allowed by the PUD amendment is "intended to serve the needs of the PUD and not the surrounding area" is disproven by the scale and character of that development and by the applicant's own public pronouncements, as well as the conclusion of City staff that the amendment would create commercial development to serve the surrounding area.

The adverse neighborhood impacts of a large commercial area replacing Open Space also violate the compatibility requirements of Policy LU 8.2 of the Comprehensive Plan. It provides that consideration for determining a proposed use's compatibility shall include, "Protection of single-family neighborhoods from the intrusion of incompatible uses "as well as, "Prevention of the location of commercial or industrial uses in areas where such uses are incompatible with existing uses."

Paving Over the Wetlands Violates the Comprehensive Plan

The subject site was left as open space in the proposed and approved Milano PUD Binding Master Plan for an obvious reason. It is among the extensive system of wetlands and wetland buffers throughout the northern part of the Cielo subdivision.

The applicant's environmental consultant shows the environmental features of the site in the filed materials as follows:



The “Open Land” includes wetland buffers. Even the path around what are elsewhere referred to as “Ponds” includes many trees. The developer proposes to clear the site of trees, as well as the extensive existing heavily treed buffer area to the north of it.

And then there are the wetlands, shown as Freshwater Marshes on this exhibit, 6.6 of the 10.42 acres comprising the site.

The developer explicitly seeks permission from the City to pave over all of it.

Although the developer’s environmental consultant sees no problem with paving the wetlands, another environmental evaluation of the site filed with the application, dated June 13, 2022 by Florida Natural Areas Inventory, rates them a full 7 out of 10 for water environment and wetland plants.

That evaluation also concludes that the “Wetland provides some habitat for wading birds and other wetland dependent species” and “Wading birds have been observed foraging in the wetland.” Even the developer’s consultant acknowledges that the use of the wetlands by wood storks, an endangered species, is “likely” and that there is a “potential” for sandhill cranes and other listed species. If any are observed during construction, the developer’s consultant promises (wink wink) that the developer will respond appropriately.

Further, there is nothing in the developer’s environmental reports which evaluates the impact of paving over the site on adjacent wetlands, which from observation appear to have high

environmental value. For example, this is a recent photograph of a wetland area directly to the south of the site. Wading birds, which include listed species, observed the day of the photo include roseate spoonbill, wood stork, great egret, snowy egret, glossy ibis, white ibis, great blue heron, little blue heron and blue-winged teal.



Policy OS 1.3.1 of the Venice Comprehensive Plan mandates “Requiring development to first avoid impacts to wetlands” and then to minimize impacts and then only mitigate for impacts when impacts to wetlands “are unavoidable.”

In direct violation of this policy, the developer seeks City approval to go right to destruction of the wetlands and “mitigation” by purchasing four “mitigation credits” from the Myakka Mitigation Bank, to improve wetlands elsewhere.

The developer’s environmental consultant seeks to justify the total wetland destruction by stating that “there are limited alternatives that allow an economically viable project on the subject property.”

How about scaling down the project to the truly neighborhood-serving scope that the LDR’s and Comprehensive Plan can allow in a PUD? How about not building a commercial development there at all, as required for the other reasons we have provided?

The environmental sensitivity of this area is also evidenced by the fact that it is within the protection zone of an identified eagle’s nest just to the south, active when the Neal companies purchased the property in 2014 but now claimed by them to have no eagles.

The wanton destruction of native habitat and foraging (and possible nesting) by listed species also violates Policies OS 1.4.2 and 1.4.3 of the Venice Comprehensive Plan.

It is significant that the 2016 staff report for the Milano PUD (Rezone Petition No. 16-07RZ) stated that "The proposed site plan preserves more than 98% of wetland systems and associated upland buffers creating a significant wildlife corridor system throughout the project area."

That would be substantially impaired by the proposed PUD amendment if it is approved

Following our initial presentation of the above observations, the City obtained an independent analysis by its environmental and planning consultants.

They found numerous violations of the City's Comprehensive Plan, concluding among other observations that the applicant's environmental report "does not consider all wetland impacts and is not first avoiding, minimizing, or mitigating for all impacts or otherwise limiting activities of adverse impact or restoring wetlands in connection with the new development."

On the basis of its consultants' objections, the City informed the applicant on October 26, 2022 as follows:

There were 5 Comprehensive Plan strategies identified with which the proposed project would conflict:

- OS 1.2.2 – Environmental Impact Mitigation
 - o Does not account for impacts from offsite drainage and road improvements; does not account for all potential listed species
- OS 1.3.1 – Wetland and Aquifer Recharge Areas Protection
 - o Does not account for impacts from offsite drainage and road improvements; does not document maintenance of natural flow or maintenance of existing vegetation, and more
- OS 1.3.2 – Wetland Encroachments
 - o Does not account for impacts from offsite drainage and road improvements; does not identify and delineate all wetland boundaries
- OS 1.4.2 – Protection of Native Habitats and Natural Resources
 - o Does not account for all potential listed species; does not document preservation or protection of significant habitat; does not demonstrate lower quality habitats were considered for impact before higher quality habitats and resources
- OS 1.4.3 – Endangered or Threatened Species

- o Does not account for all potential listed species; does not identify the habitat of listed species; does not document that habitat fragmentation will be minimized

Further issues identified were the discrepancy in size from the SWFWMD permit and the Kimley- Horn report (8.79AC vs. 6.6AC) and the justifications provided for wetland impacts, which the authors of the report note are not expected to be valid justifications per the applicable state and federal rules.

The applicant responded and the City's consultant on January 11, 2023 replied with numerous changes required by the applicant, at least some of which are unlikely to be performed in time for the January 17, 2023 Planning Commission hearing. Because the applicant has chosen to proceed with that hearing before addressing these environmental concerns by the City, the Planning Commission has no choice but to recommend denial on this basis as well.

Even if the applicant is able to make the specific adjustments required by the City, it will remain in violation of Policy OS 1.3.1 of the Venice Comprehensive Plan, which mandates "Requiring development to first avoid impacts to wetlands" and then to minimize impacts and then only mitigate for impacts when impacts to wetlands "are unavoidable."

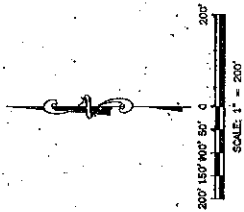
No Valid Choice But to Recommend Denial

Based on the existing law, Land Development Regulations and Comprehensive Plan of the City of Venice, the Planning Commission has no valid choice to but to recommend denial of the proposed amendment to the Milano PUD Binding Master Plan.

Thank you very much for your considerations.

Dan Lobeck, Esq.
Florida Bar Board Certified in
Condominium and Planned Development Law
Law Offices of Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, FL 34237

Telephone: (941) 955-5622
Facsimile: (941) 951-1469
www.lobekhanson.com



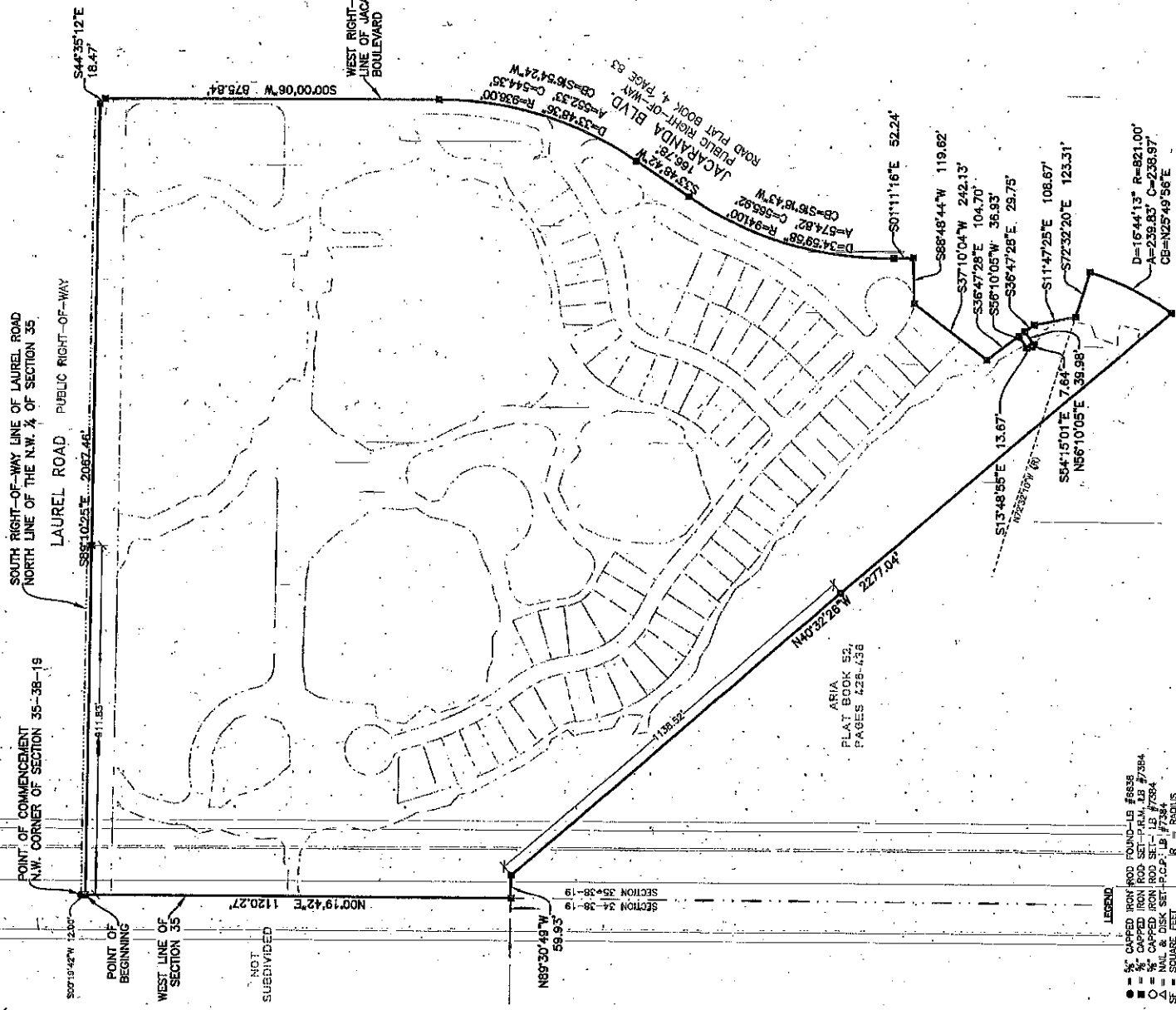
DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE S.00°19'42"W, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 12.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAUREL ROAD, AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NO. 2019041853 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE S.89°10'25"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALSO LYING 12.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 2,087.46 FEET TO THE WEST RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, AS DESCRIBED IN ROAD PLAT BOOK PAGE 83 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING SEVENTEEN (17) COURSES: (1) THENCE S.44°35'12"E, A DISTANCE OF 18.47 FEET; (2) THENCE S.07°00'06"W, A DISTANCE OF 875.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 956.00 FEET AND A CENTRAL ANGLE OF 33°48'59"; (3) THENCE S.35°48'42"W, A DISTANCE OF 166.78 FEET; (4) THENCE S.35°48'42"W, A DISTANCE OF 941.00 FEET AND TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 941.00 FEET AND A CENTRAL ANGLE OF 34°59'58"; (5) THENCE S.01°11'16"E, A DISTANCE OF 52.24 FEET; (6) THENCE S.88°48'44"W, A DISTANCE OF 119.62 FEET; (7) THENCE S.72°32'20"E, A DISTANCE OF 123.31 FEET; (8) THENCE S.37°10'04"W, A DISTANCE OF 104.70 FEET; (9) THENCE S.36°47'28"E, A DISTANCE OF 104.70 FEET; (10) THENCE S.56°10'05"W, A DISTANCE OF 36.83 FEET; (11) THENCE S.13°48'55"E, A DISTANCE OF 13.67 FEET; (12) THENCE S.54°15'01"E, A DISTANCE OF 7.64 FEET; (13) THENCE N.56°10'05"E, A DISTANCE OF 39.98 FEET; (14) THENCE S.36°47'28"E, A DISTANCE OF 29.75 FEET; (15) THENCE S.11°47'25"E, A DISTANCE OF 108.67 FEET; (16) THENCE S.72°32'20"E, A DISTANCE OF 123.31 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.72°32'20"W, A RADIAL DISTANCE OF 821.00 FEET; (17) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°44'13", A DISTANCE OF 239.83 FEET TO THE NORTHERLY LINE OF ARIAL AS RECORDED IN PLAT BOOK 52, PAGES 428 - 438, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.40°32'26"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 2277.04 FEET; THENCE N.89°30'49"W, CONTINUING ALONG SAID NORTHERLY LINE OF ARIAL, A DISTANCE OF 59.93 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE N.00°19'42"E, ALONG SAID WEST LINE, A DISTANCE OF 1120.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,877,716.72 SQUARE FEET OR 89.0201 ACRES, MORE OR LESS.

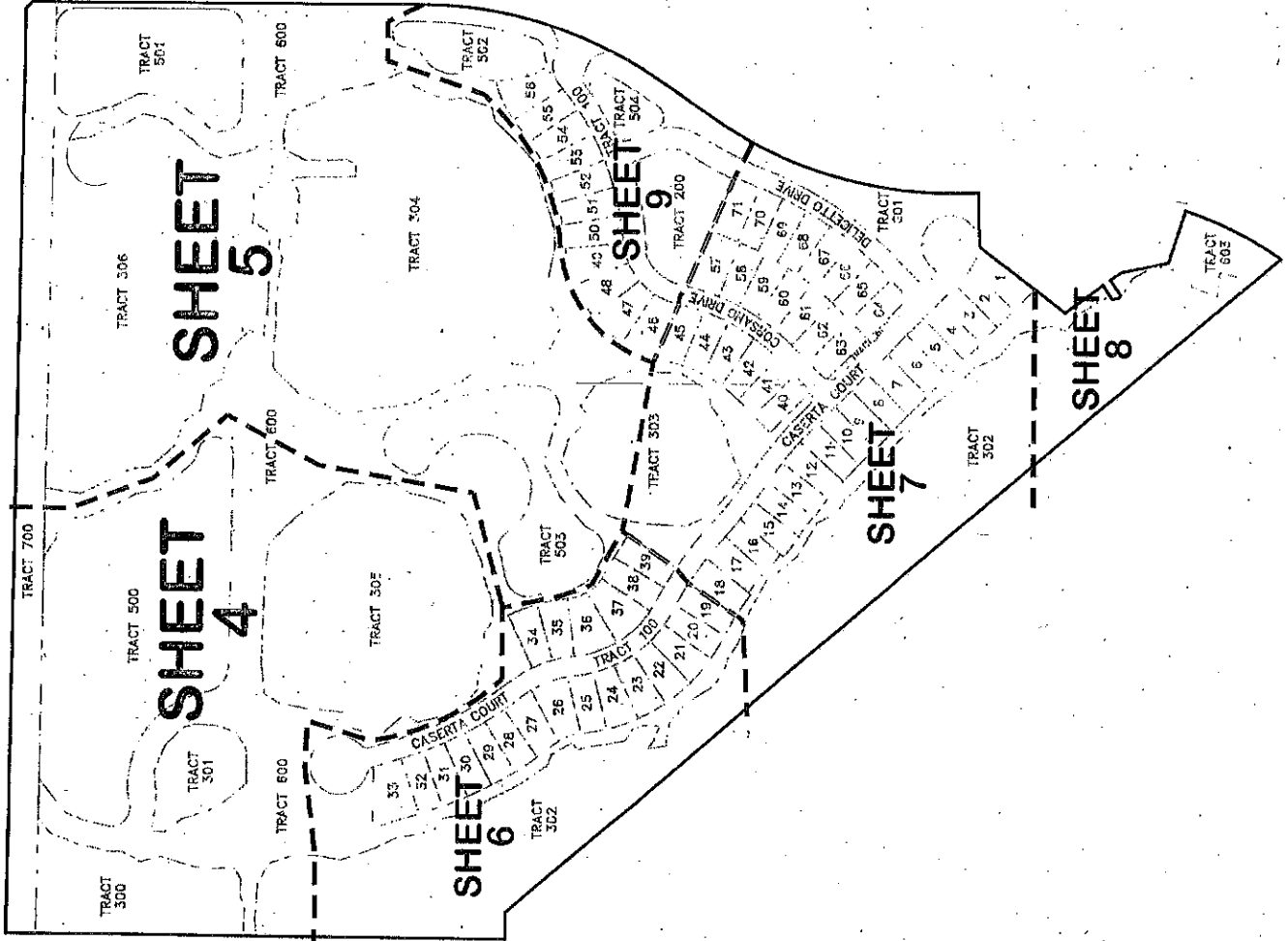
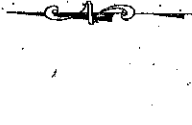
OVERALL BOUNDARY
POINT BREAK SURVEYING, LLC
 CERTIFICATE OF AUTHORIZATION LB #7384
 8141 BLAKE COURT, SUITE E
 SARASOTA, FL 34230
 PHONE: (841) 378-4737
 FAX: (841) 378-0058



- LEGEND**
- = CAPPED IRON ROD FOUND - LB #6838
 - = CAPPED IRON ROD SET - FROM LB #7384
 - = CAPPED IRON ROD SET - FROM LB #7384
 - △ = NAIL & DISK SET - FROM LB #7384
 - = SQUARE FEET
 - = DELTA (TRIANGULAR) CHORD
 - = ARC
 - = RADIAL LINE
 - P.B.M. = PERMANENT BENCHMARK
 - = BREAK POINT

CIELO

A SUBDIVISION
IN SECTION 35, TOWNSHIP 38
SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA
COUNTY, FLORIDA



KEY MAP

POINT BREAK SURVEYING, LLC

CERTIFICATE OF AUTHORIZATION LB 7384

8111 BLAIRIE COURT, SUITE E

SARASOTA, FL 34240

PHONE: (941) 878-4797

FAX: (941) 878-0059

PL

- TRACT 100: PRIVATE ROADWAY, INGRESS, EGRESS, UTILITY, DRAINAGE, LANDSCAPE & HARDSCAPE EASEMENT
- TRACT 200: AMENITY CENTER
- TRACT 300-306: WETLAND, PRIVATE DRAINAGE & FLOWAGE EASEMENT
- TRACT 500-504: PRIVATE LAKE, DRAINAGE & FLOWAGE EASEMENT
- TRACT 600-603: OPEN SPACE, PRIVATE DRAINAGE & FLOWAGE EASEMENT
- TRACT 700: FUTURE DEVELOPMENT RESERVED FOR OWNER

CIELO

A SUBDIVISION
IN SECTION 35, TOWNSHIP 38
SOUTH, RANGE 18 EAST,
CITY OF VENICE, SARASOTA
COUNTY, FLORIDA

30' NON-EXCLUSIVE TEMPORARY EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

30' NON-EXCLUSIVE TEMPORARY EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

LAUREL ROAD
PUBLIC RIGHT-OF-WAY

30' NON-EXCLUSIVE PERMANENT EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

30' NON-EXCLUSIVE PERMANENT EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

IRACI 700 FUTURE DEVELOPMENT RESERVED FOR WINDS

30' NON-EXCLUSIVE PERMANENT EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

30' NON-EXCLUSIVE PERMANENT EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

IRACI 300 FUTURE DEVELOPMENT RESERVED FOR WINDS

30' NON-EXCLUSIVE PERMANENT EASEMENT
O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

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IRACI 301 FUTURE DEVELOPMENT RESERVED FOR WINDS

30' NON-EXCLUSIVE PERMANENT EASEMENT
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30' NON-EXCLUSIVE PERMANENT EASEMENT
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IRACI 302 FUTURE DEVELOPMENT RESERVED FOR WINDS

30' NON-EXCLUSIVE PERMANENT EASEMENT
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30' NON-EXCLUSIVE PERMANENT EASEMENT
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IRACI 305 FUTURE DEVELOPMENT RESERVED FOR WINDS

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IRACI 600 FUTURE DEVELOPMENT RESERVED FOR WINDS

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IRACI 500 FUTURE DEVELOPMENT RESERVED FOR WINDS

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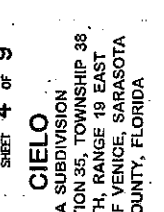
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O.R. BOOK 2833, PAGE 1175 & O.R. BOOK 2833, PAGE 1200 (SUBSEQUENT P.)

IRACI 500 FUTURE DEVELOPMENT RESERVED FOR WINDS

SEE SHEET 5

SEE SHEET 6



LINE #	BEARING	DISTANCE
L1	N070910°E	29.24
L2	S86°48'27"E	37.42
L3	N66°35'41"E	29.49
L4	S33°08'10"W	35.75
L5	N89°31'28"W	27.54
L6	S55°01'18"E	34.47
L7	N07°21'03"E	40.26
L8	N70°16'03"E	50.23
L9	N63°28'01"W	45.89
L10	S37°29'15"E	48.38
L11	S35°31'45"E	47.47
L12	N88°54'29"E	72.89
L13	N18°04'05"E	48.27
L14	N82°27'47"W	27.38
L15	N87°08'58"W	61.37

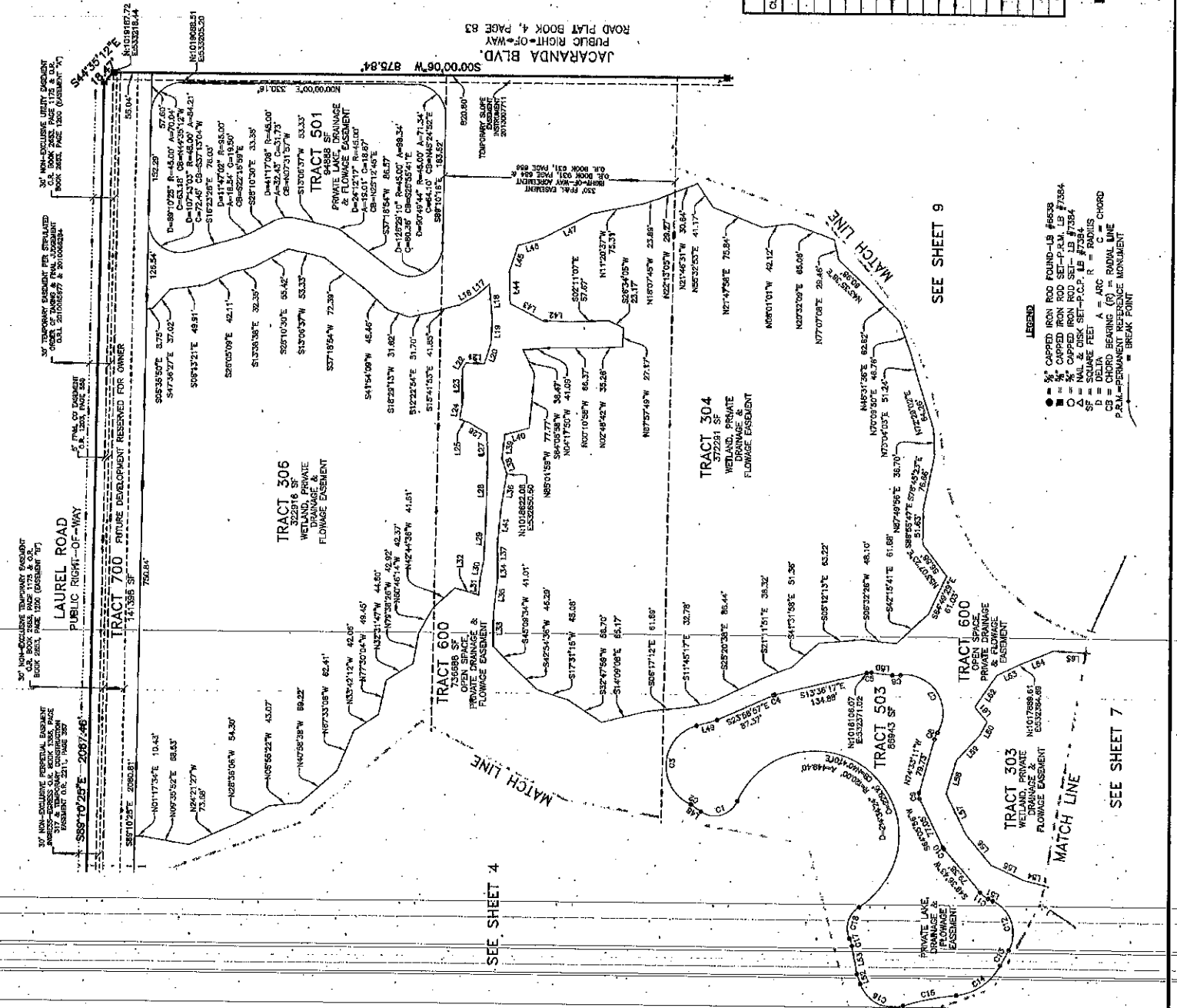
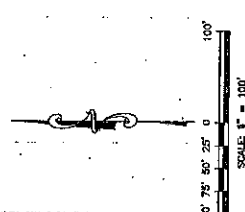
LEGEND

- = 1/2" CAPPED IRON ROD ROUND-LB #6038
- = 1/2" CAPPED IRON ROD ROUND-LB #7384
- = 1/2" CAPPED IRON ROD ROUND-LB #7384
- △ = NAIL & DISK SET-PC.P. LB #7384
- SF = SQUARE FEET
- D = DELTA BEARING (S)
- A = ARC
- R = RADIUS
- C = CHORD
- P.M. = PERMANENT REFERENCE MONUMENT
- = BREAK POINT

POINT BREAK SURVEYING, LLC.
CERTIFICATE OF AUTHORIZATION LB7384
8111 W. GOLF COURSE, SUITE E
SARASOTA, FLORIDA 34231
PHONE: (841) 378-4797
FAX: (841) 378-6058

PL

CIELO
 A SUBDIVISION
 IN SECTION 35, TOWNSHIP 38
 SOUTH, RANGE 19 EAST
 CITY OF VENICE, SARASOTA
 COUNTY, FLORIDA



LINE TABLE

LINE #	BEARING	DISTANCE
L16	S89°34'16"E	27.36
L17	S42°16'11"E	24.77
L18	S80°35'42"W	50.08
L19	N67°40'25"W	34.81
L20	N72°33'25"W	30.73
L21	N01°37'45"E	26.03
L22	S59°12'07"W	19.93
L23	S88°49'02"W	47.66
L24	N80°10'29"W	20.05
L25	N17°30'27"W	14.49
L26	S11°05'57"W	29.86
L27	S88°39'57"W	44.43
L28	N87°35'02"W	61.42
L29	N85°11'45"W	75.02
L30	N78°03'02"W	26.87
L31	N85°43'58"W	33.51
L32	N15°25'58"E	34.77
L33	N83°38'19"W	50.81
L34	S89°11'46"W	22.09
L35	N83°23'25"W	46.49
L36	N81°07'25"W	48.57
L37	S88°14'58"W	26.43
L38	S71°41'00"W	22.88
L39	N83°55'57"W	24.52
L40	N16°50'19"W	58.20
L41	S89°21'05"W	51.00
L42	S02°05'32"W	37.52
L43	S27°27'02"W	51.63
L44	S86°05'44"W	46.82
L45	N22°30'35"W	38.06
L46	N16°48'18"W	37.82
L47	N87°17'43"W	78.79
L48	N54°17'31"E	77.03
L49	S16°05'44"E	30.06
L50	S08°32'25"W	29.44
L51	S45°43'53"W	61.70
L52	N70°16'03"E	46.80
L53	N79°29'48"E	40.46
L54	S14°27'07"W	41.26
L55	S24°34'53"W	60.37
L56	S48°36'30"W	56.85
L57	S84°05'36"W	84.23
L58	N73°42'44"W	50.57
L59	N47°20'28"W	48.69
L60	N81°22'19"W	21.86
L61	S48°22'39"W	27.42
L62	N81°02'53"W	54.66
L63	N82°15'11"W	35.27
L64	N21°07'18"W	25.43
L65	N03°00'24"E	25.14

CURVE DATA

CURVE #	DELTA	RADIUS	ARC	CHORD	CB
C1	100°33'22"	35.00	61.63	53.97	81°09'26"E
C2	107°28'52"	8.00	3.45	1.46	N28°03'44"E
C3	140°02'58"	69.56	145.60	111.96	N88°07'43"W
C4	102°22'40"	12.00	2.17	1.19	N19°47'37"W
C5	20°08'43"	20.00	7.03	7.00	N31°18'57"W
C6	84°40'43"	45.00	11.53	11.50	S08°47'05"E
C7	128°42'03"	63.76	121.67	97.31	N88°49'45"E
C8	16°08'57"	35.00	9.54	9.51	N68°29'42"W
C9	41°20'43"	12.00	8.86	8.47	S84°48'43"W
C10	14°29'14"	12.00	3.03	3.03	S89°11'19"W
C11	28°01'49"	35.00	15.29	15.17	S77°07'46"W
C12	84°31'40"	50.00	32.67	33.45	N71°50'43"E
C13	17°36'02"	888.00	24.23	24.23	N87°55'28"W
C14	8°43'05"	450.00	77.11	77.02	N17°30'25"W
C15	85°41'02"	50.00	75.65	68.64	S26°55'20"W
C16	140°7'35"	45.00	14.10	11.07	N22°28'51"E
C17	82°36'19"	35.00	50.46	46.20	N75°19'57"W

PPOINT BREAK SURVEYING, LLC
 CERTIFICATE OF AUTHORIZATION LB 7384
 8111 BLAINE COURT, SUITE E
 SARASOTA, FL 34240
 PHONE: (841) 378-4787
 FAX: (841) 378-0068

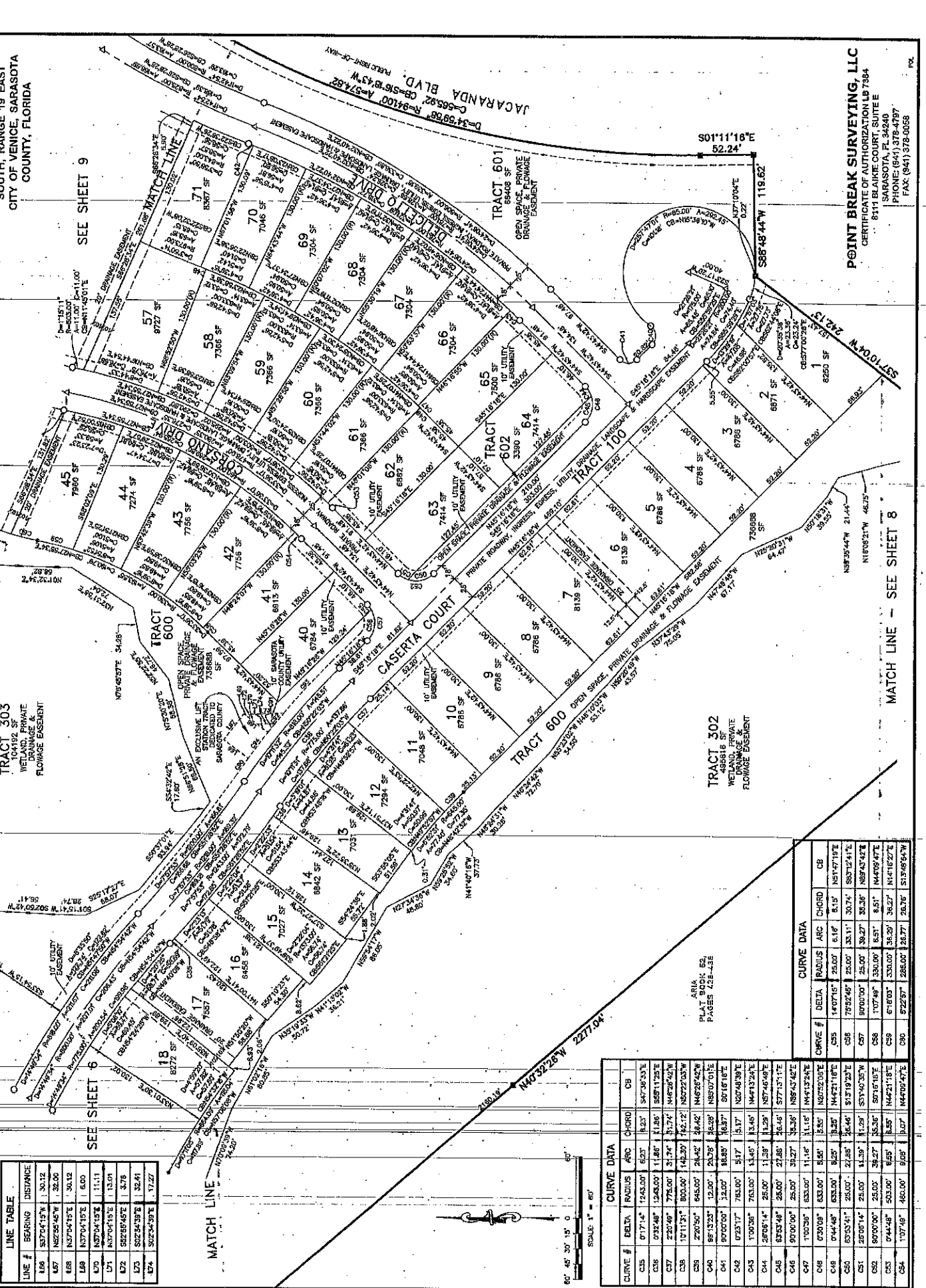
SEE SHEET 4
 SEE SHEET 6
 SEE SHEET 7
 SEE SHEET 9

CIELO
A SUBDIVISION
IN SECTION 35, TOWNSHIP 38
SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA
COUNTY, FLORIDA

SEE SHEET 5
MATCH LINE

SEE SHEET 9
MATCH LINE

SEE SHEET 6
MATCH LINE



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S67°04'15"W	1.3012
L2	N82°55'45"W	32.80
L3	N87°04'15"E	30.12
L4	N87°04'15"E	6.00
L5	N87°04'15"E	11.11
L6	N87°04'15"E	13.01
L7	S82°55'45"E	3.78
L8	S82°55'45"E	32.41
L9	S82°55'45"E	17.27

CURVE DATA

CURVE #	DELTA	RADIUS	ARC	CHORD	CB
C80	1°23'33"	828.00'	20.62'	20.82'	N84°45'00"W
C81	0°45'08"	828.00'	10.87'	10.87'	N81°26'45"W
C82	4°56'20"	828.00'	13.61'	13.61'	N84°03'58"W
C83	4°51'24"	828.00'	10.18'	10.18'	N87°41'58"W
C84	2°12'52"	828.00'	32.00'	32.00'	N82°55'45"W

CURVE DATA

CURVE #	DELTA	RADIUS	ARC	CHORD	CB
C85	0°17'14"	1443.00'	6.93'	6.93'	S47°30'33"
C86	0°22'48"	1443.00'	11.86'	11.86'	S58°11'25"W
C87	2°20'48"	776.00'	31.74'	31.74'	N46°26'32"W
C88	1°11'13"	800.00'	146.30'	146.12'	N52°22'03"W
C89	2°20'36"	646.00'	28.48'	28.48'	N62°52'42"W
C90	8°13'23"	12.00'	20.78'	20.78'	N63°07'01"E
C91	9°07'00"	13.00'	18.83'	18.83'	S81°16'37"W
C92	0°23'17"	783.00'	5.17'	5.17'	N20°48'30"E
C93	1°00'38"	763.00'	11.40'	11.40'	N41°12'28"E
C94	2°05'14"	25.00'	1.29'	1.29'	N29°49'48"E
C95	8°33'48"	25.00'	27.80'	26.46'	S77°13'11"E
C96	0°00'00"	25.00'	35.27'	35.27'	N88°45'42"E
C97	1°00'38"	633.00'	11.16'	11.16'	N41°12'28"E
C98	0°44'48"	633.00'	8.25'	8.25'	N27°52'03"E
C99	0°53'51"	25.00'	21.88'	21.88'	S15°19'23"E
C100	0°53'51"	25.00'	11.39'	11.39'	S71°40'37"W
C101	0°00'00"	25.00'	26.27'	26.27'	S81°16'16"E
C102	0°44'48"	503.00'	8.85'	8.85'	N47°21'11"E
C103	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E

CURVE DATA

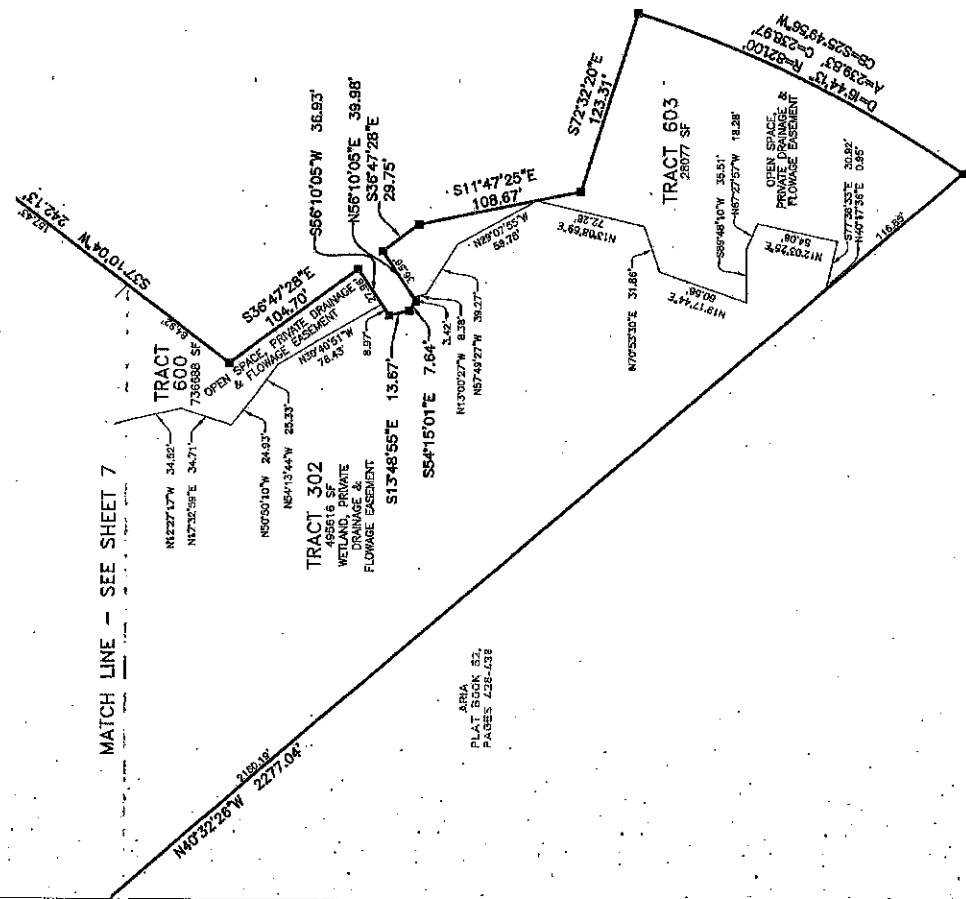
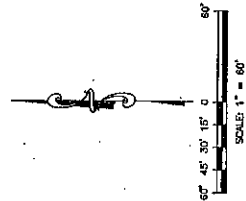
CURVE #	DELTA	RADIUS	ARC	CHORD	CB
C104	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C105	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C106	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C107	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C108	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C109	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C110	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C111	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C112	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C113	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C114	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C115	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C116	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C117	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C118	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C119	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E
C120	1°07'16"	460.00'	9.05'	9.05'	N44°09'47"E

POINT BREAK SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION LB 7384
8111 BLAINE COURT, SUITE E
SARASOTA, FL 34240
PHONE: (841) 378-4797
FAX: (841) 378-0058

SEE SHEET 8
MATCH LINE

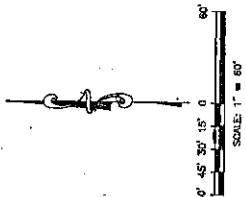
SEE SHEET 9
MATCH LINE

SEE SHEET 6
MATCH LINE

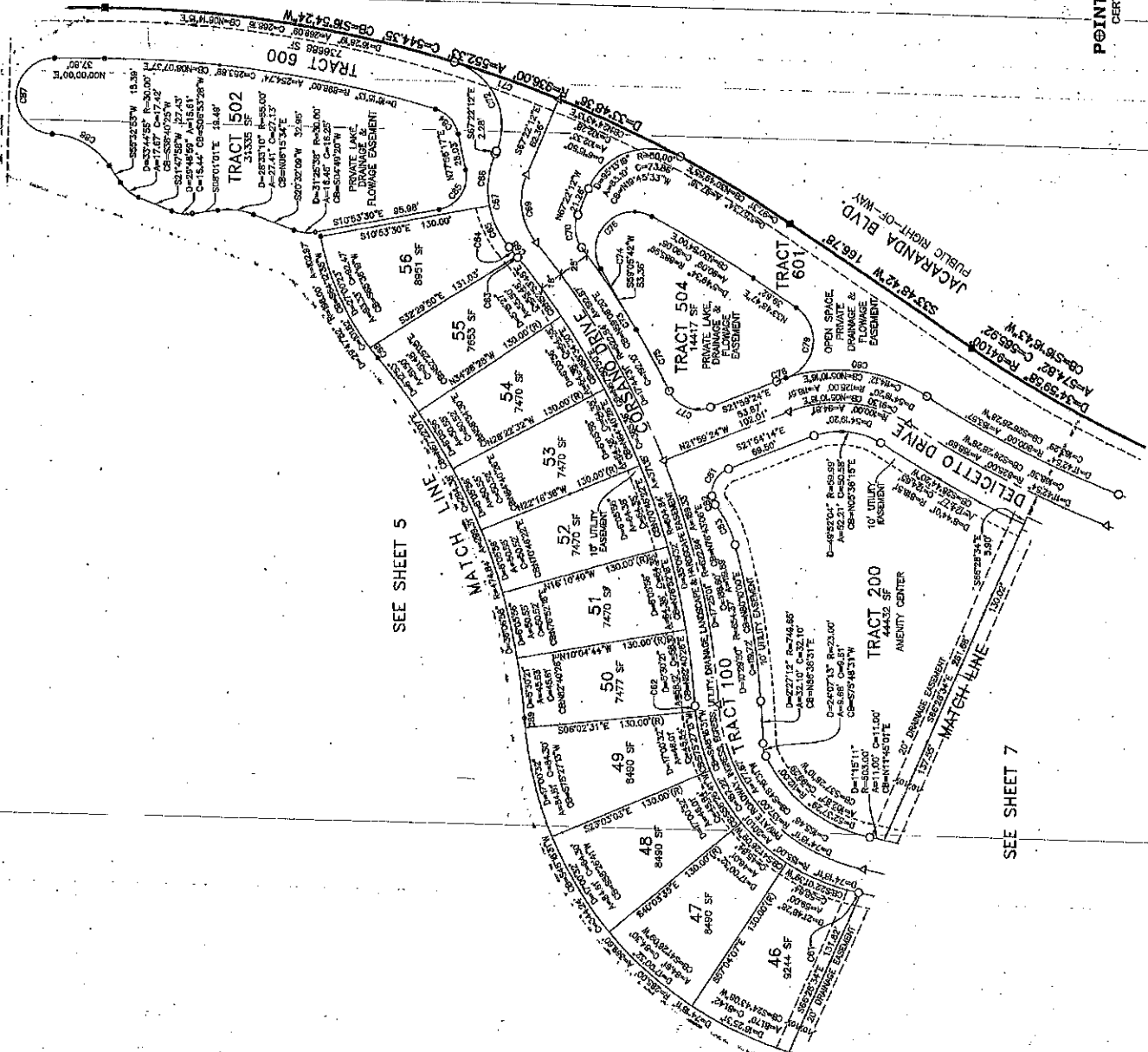


- LEGEND**
- = CAPPED IRON ROD FOUND—LB #6638
 - = CAPPED IRON ROD SET—FIRM LB #7354
 - = NAIL & DISK SET—FIRM LB #7354
 - △ = NAIL & DISK SET—FIRM LB #7354
 - = SQUARE FEET
 - D = DELTA
 - ⊙ = CHORD BEARING (R) = RADIAL LINE
 - ⊖ = PERMANENT MONUMENT
 - = BREAK POINT

CIELO
A SUBDIVISION
IN SECTION 35, TOWNSHIP 38
SOUTH, RANGE 19 EAST
CITY OF VENICE, SARASOTA
COUNTY, FLORIDA



- LEGEND**
- CURVED IRON ROD FOUND-LS #6533
 - CURVED IRON ROD SET-LS #7384
 - CAPPED IRON ROD SET-LS #7384
 - NAIL & WAX SET-P.C.P. LB #7384
 - SF = SQUARE FEET
 - A = ARC
 - B = BEARING
 - C = CHORD
 - D = DATA
 - P.M. = PERMANENT REFERENCE MONUMENT
 - = BREAK POINT



SEE SHEET 5

SEE SHEET 7

CURVE #	BEGIN	END	ARC	CHORD	CB
C61	071°43'	460.00'	1.57'	1.57'	N1°15'18"E
C62	128°00'	156.00'	3.97'	3.97'	S84°41'33"W
C63	070°06'	604.44'	1.07'	1.07'	N50°13'01"E
C64	251°19'	504.44'	11.03'	9.03'	N49°44'18"E
C65	297°52'	64.00'	36.36'	34.97'	S84°12'35"W
C66	323°11'17"	64.00'	36.36'	39.22'	N84°07'51"W
C67	67°19'08"	84.00'	76.14'	71.38'	S65°58'13"W
C68	327°26'	64.84'	33.10'	10.12'	N49°47'21"E
C69	62°17'43"	50.00'	54.42'	51.77'	S81°28'56"W
C70	60°09'41"	23.00'	36.25'	26.08'	S82°32'50"W
C71	59°05'57"	23.00'	36.25'	26.08'	N10°15'17"E
C72	60°09'23"	50.00'	54.42'	51.77'	N84°33'06"E
C73	111°16'48"	647.84'	127.33'	74.86'	S89°08'30"E
C74	63°17'24"	647.84'	24.82'	24.86'	S85°45'54"E
C75	439°12'	647.84'	35.81'	35.83'	N17°25'18"E
C76	149°53'31"	26.88'	76.08'	55.87'	N42°27'33"W
C77	85°44'18"	26.00'	37.41'	34.02'	S20°55'46"W
C78	327°20'	125.00'	7.65'	7.64'	N20°16'39"W
C79	127°39'19"	35.00'	10.87'	107.36'	N65°40'17"E
C80	150°51'50"	22.00'	16.84'	53.85'	S82°21'34"E
C81	172°25'28"	20.00'	26.83'	23.81'	N85°37'02"W
C82	131°15'28"	12.00'	6.87'	5.87'	S85°02'27"W
C83	233°02'21"	83.00'	14.05'	13.87'	N83°09'59"E
C84	81°41'03"	25.00'	26.91'	25.87'	N47°09'43"E
C85	97°10'14"	25.00'	26.76'	25.71'	S50°28'57"E
C86	85°18'24"	55.00'	51.77'	49.24'	N25°55'47"E
C87	177°45'31"	25.70'	89.04'	57.39'	N85°20'46"W
C88	2°47'28"	188.00'	9.81'	9.64'	S20°42'23"W
C89	120°07'	288.00'	7.30'	7.80'	S84°41'33"W





LEGEND -
 A approximate Project Boundary
 B approximate FLUCCS Habitat Lines

FLUCCS Code	Descriptions	± Acreage
190	Open Land	1.58
534	Reservoirs less than 10 Acres	2.24
641	Freshwater Marshes	6.60
Total Project Acreage		10.42

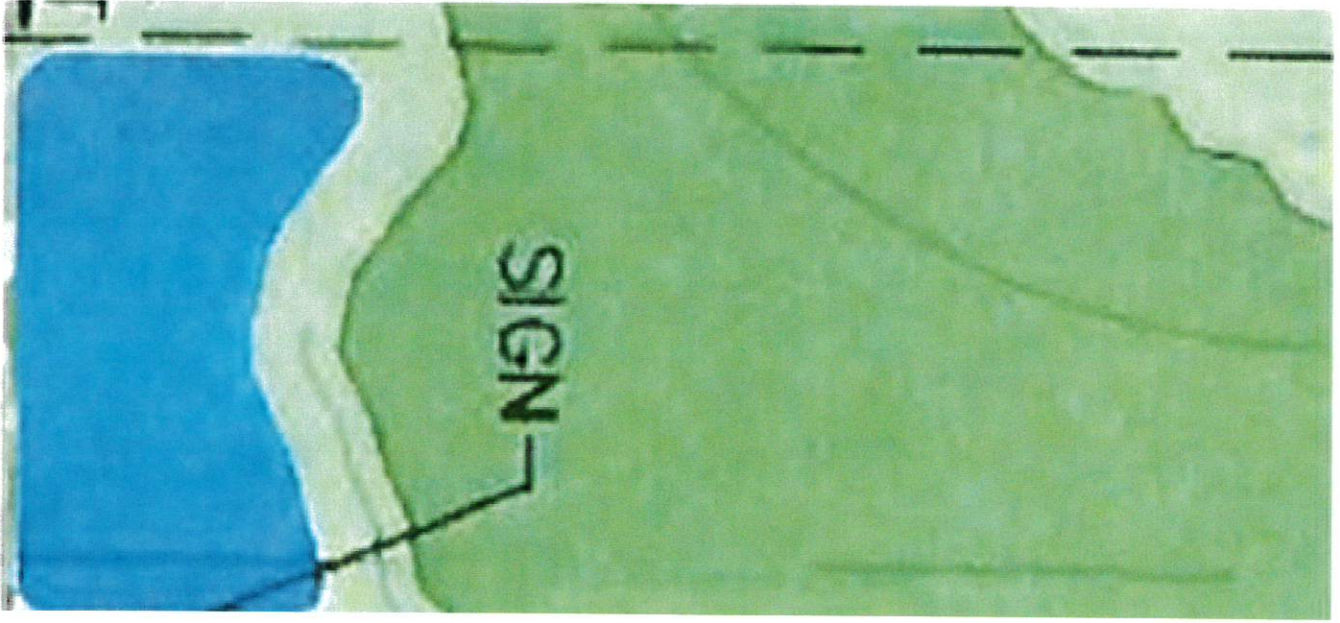


Client: Next Communities
Project: The Village at Laurel & Jacobsville
Location: Sevier County, Florida
Tax ID: See 35 Hwy 355 Map 19E
FLUCCS Habitat Map:
Sevier County Inogeny (2021)

Drawn By: KS
Date: 6/7/2023
Sheet: 1



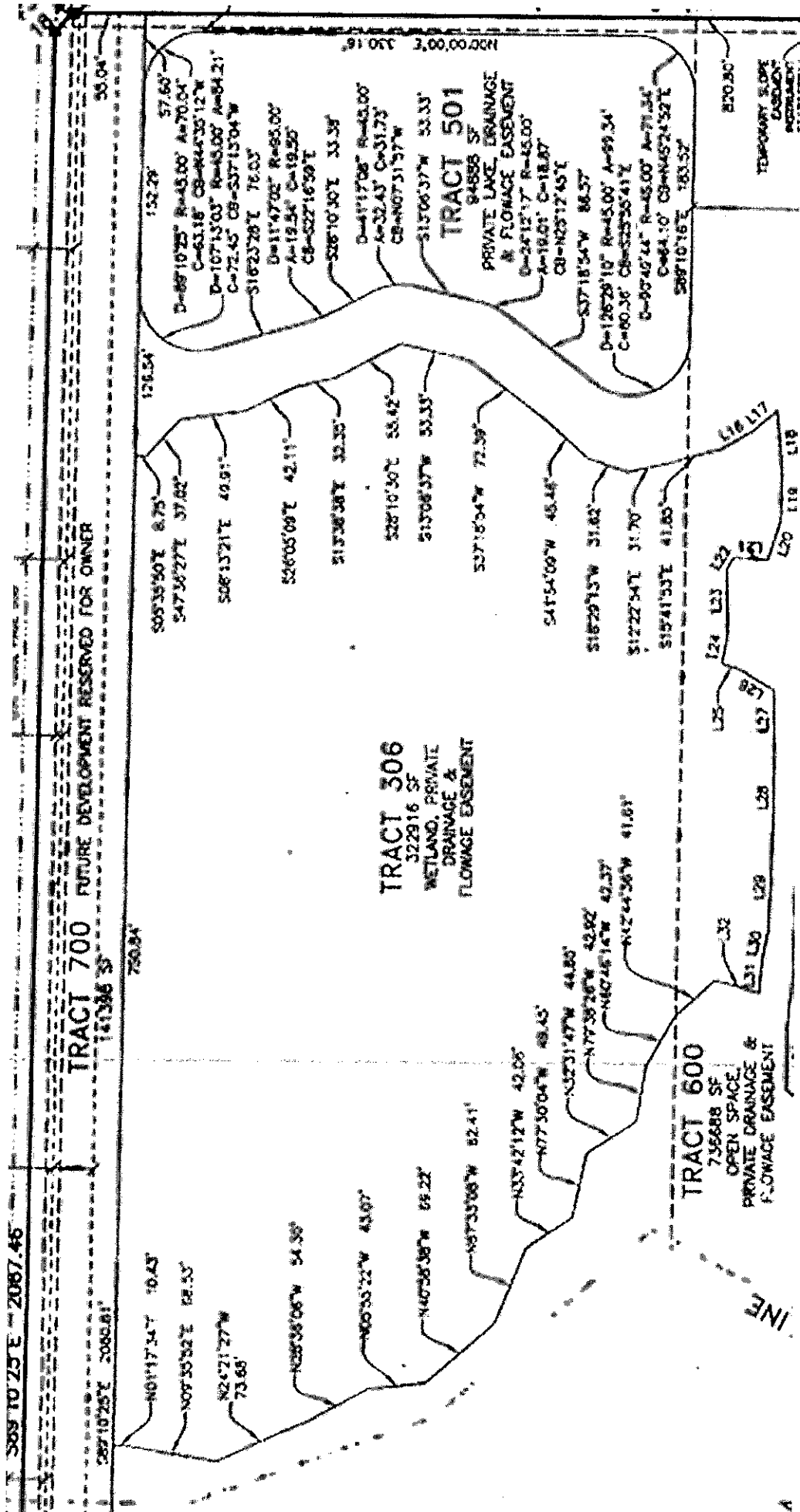
Current PUD Designations Of Proposed Commercial Site



Green: Wetland

Light Green: Open Space

Blue: Lake



LAUREL ROAD

JACARANDA BOULEVARD

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CORSANO DRIVE

CASERIA COURT

DE LUETO COURT

ARIA

MILANO

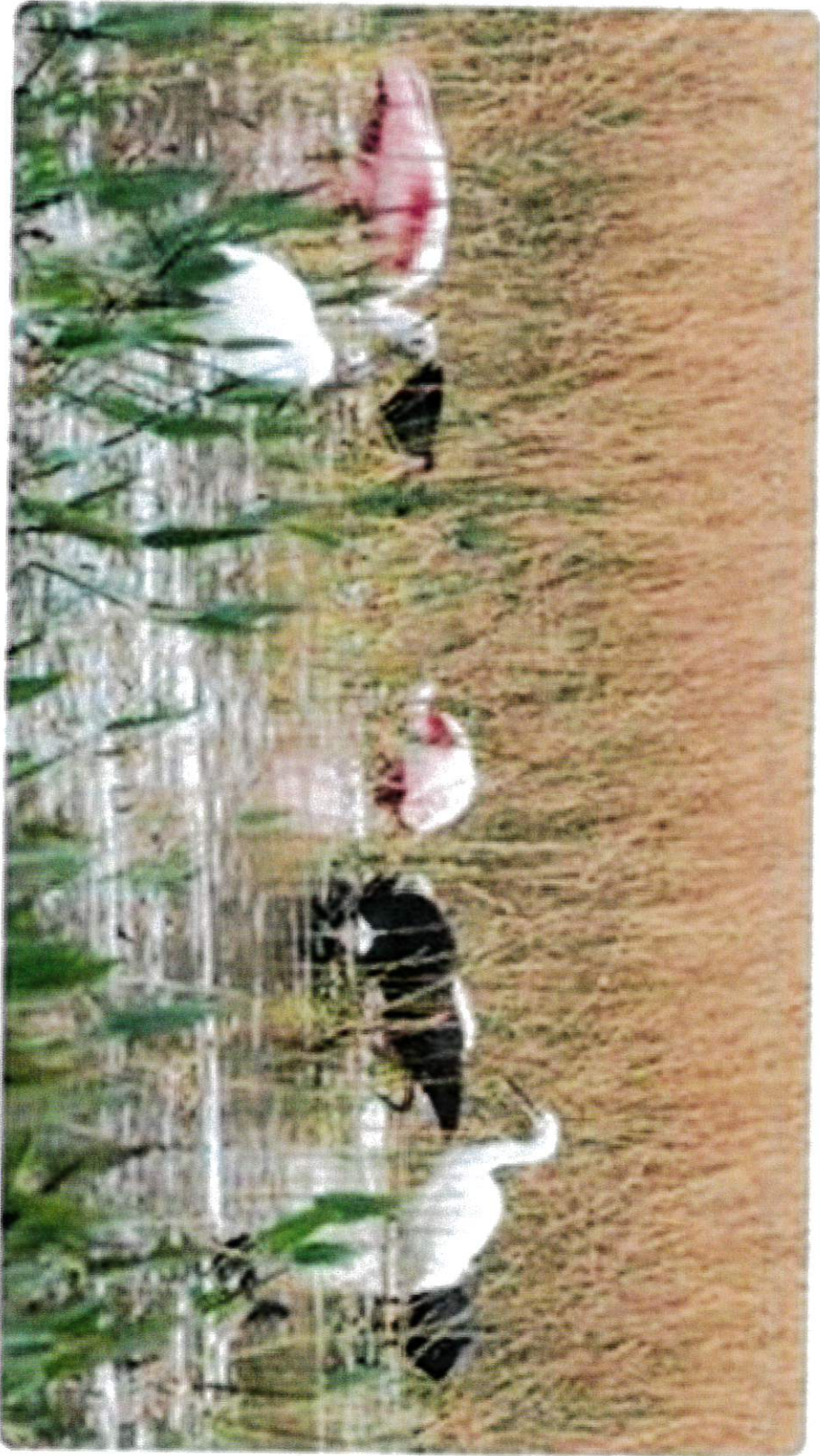
HOME SITES

PARKING



Contract to buy
signed
9/20/20
260 Corsano Dr.

SHM (M)



Proposed Publix reaction mixed

Shopping center may come to Jacaranda Boulevard, Laurel Road

Earle Kimel Sarasota Herald-Tribune USA TODAY NETWORK

VENICE – Neal Communities plans to bring a Publix-anchored shopping center to 11.8 acres of its **Milano** planned unit development, at the southwest corner of Jacaranda Boulevard and Laurel Road.

“It’s really the only place it can go” in the development, and planned unit developments (PUDs) in Venice allow

for up to 5% of it to be commercial, Pat Neal, president of Neal Communities, said in an interview. “And we’ve never asked for any commercial from the **Milano PUD**. But it’s expressly provided for up to 5% in the city code.”

Neal Communities hosted a Zoom Neighborhood Workshop on Jan. 6, mostly for residents of the Venetian Golf & River Club, which is directly across Laurel Road from the proposed shopping site.

About 202 people joined the workshop, including several who took to social media platforms such as Facebook and NextDoor to air their concerns.

Comments, which were

supplied to the Herald-Tribune by one of the Next-Door participants, Ruth Cordner, ranged from surprise that the intersection was zoned for commercial development and concern about a nearby eagle’s nest that developers say had been abandoned, to pledges to stop the project and insistence the development was not needed.

Several also noted that previously they were told that a Sprouts Farmers Market would be located there.

Cordner and her husband Richard had a previous commitment and couldn’t make the Zoom workshop. The couple had bought a house in Venice in 2019 and decided

to extend a COVID-19 getaway stay in 2020 to living here full-time.

“Just with the recent developments that are going on now, we’ve seen an increase in traffic,” said Cordner, who has concerns about having a Publix entrance opposite the main access to the Venetian Golf & River Club and whether enough analysis went into putting a Publix at that intersection.

See PUBLIX, Page 6A

Publix

Continued from Page 1A

“It just seems a little bit overkill,” she said.

Venice Planning & Zoning Director Roger Clark said that there has been no application filed by Neal Communities, but since the Jan. 6 meeting, he has been getting comments.

“We are getting a lot of input, emails, and we’re stocking them away so it will be part of the application when it does go forward,” he added.

Because up to 5% of the land in planned unit developments can be dedicated to commercial development, no change in zoning is needed to establish the 11.8-acre commercial site.

Because the development affect an established wetland, Neal would have to offset that impact with a contribution to a “mitigation bank” that preserves wetlands elsewhere.

Residents can voice their opinion on that change at public hearings hosted by both the Venice Planning Commission and City Council.

Neal noted that most of the grocery store related traffic would be local.

“Why would you drive by a Publix to go to a Publix?” he said.

The closest Publix to the site is 2.5 miles away, at the intersection of Pinebrook and Laurel roads.

The Publix at Jacaranda Boulevard and Venice Avenue is 2.8 miles away.

“We think we’ll reduce total traffic by 27% by drive by capture and diversion and we think we’ll provide a way for walk and bicycle and golf cart trips from the Venetian Golf & River Clubs and the 2,200 homes we’re building in **Milano** and Vistera and 1,500 homes that others are building,” Neal added.

Add that to existing homes and the number will easily approach 6,000 residences by the year 2030.

An earlier site plan that had been showcased in 2017 to Venetian Golf & River Club residents did indicate a Publix or Sprouts supermarket located on the parcel and technically there has been no firm commitment from Publix to locate a store there, but Neal admitted that is likely to happen.

with the Economic Stimulus Working Group are tasked with widening the 1.5-mile stretch of Laurel Road from Jacaranda Boulevard west to Knights Trail Road.

He noted that a traffic study by consultant Frank Domingo of Stantec, a former Sarasota County traffic engineer, showed that the intersections at Laurel Road and Jacaranda Boulevard and Veneto Boulevard – the main entrance to Venetian Golf & River Club – would still operate at less than 60% of capacity and “at the top service level.”

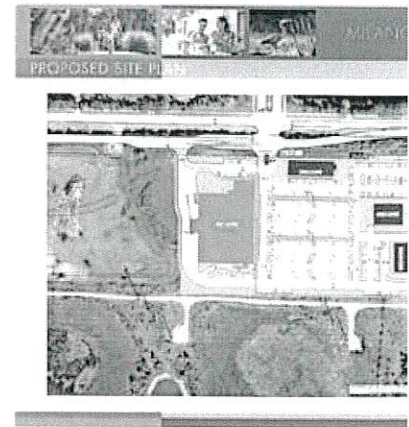
He said a planned traffic light at Jacaranda Boulevard and Laurel Road should help space out traffic and make things better for those entering Laurel Road on Veneto Boulevard.

Frustrated residents in the NextDoor thread noted that it is already problematic to cross eastbound traffic and make a left out of the Venetian Golf & River Club.

The workshop is an early stage of the process. Feedback from it will be incorporated and in-person meetings are planned.

traffic on Laurel Road and make Venice an even more beautiful place to be,” Neal said. “We think Publix is part of the amenities of living.”

Earle Kimel primarily covers south Sarasota County for the Herald-Tribune and can be reached at earle.kimel@heraldtribune.com.



This map shows the proposed location of a shopping center at the southwest corner of Laurel Road and Jacaranda Boulevard and was used during a Jan. 6 Zoom public workshop hosted by Neal Communities. A formal site plan has not yet been submitted to the city of Venice. There would be two entrances to the parcel off of Jacaranda Boulevard and two

The site development plan requires approval from the Planning Commission only.

Concerns about traffic

The primary concern voiced in both the NextDoor thread and at the Zoom meeting was traffic.

“Like most neighborhood meetings it was pretty nice but there were lots of concerns about traffic,” Neal said.

“Six thousand homes demand a store and three different Publix developers have been trying to buy the property,” Neal said.

The plan showcased on Jan. 6 called for a 47,240 square-foot supermarket and another 16,000 square feet of stores and a casual, eat-in restaurant that Neal said would be “like a Carabba’s.”

Neal and his associates

“After the COVID pandemic is over, we’ll have meetings with the Venetian Golf & River Club and make sure that everyone feels good about what we’re talking about,” Neal said.

He added that the proposed site, across Jacaranda Boulevard from Venice Fire Department Station 3, is the only site along two collector roads available east of Interstate 75.

“We’re going to delete

off of Laurel Road, including one opposite Veneto Boulevard, which is the main entrance for the Venetian Golf & River Club.
MAP PROVIDED BY NEAL COMMUNITIES