

**AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY of VENICE, FLORIDA, a municipal corporation (hereinafter referred to as “City”) and BORDER ROAD INVESTMENTS, LLC, a Florida limited liability company; MYARRA PROPERTY JOINT VENTURES, LLC, a Florida limited liability company; WOOLRIDGE INVESTMENT-FLORIDA, LLC, a Florida limited liability company; and PAMLICO POINT MANAGEMENT, LLC, a Florida limited liability company (hereinafter referred to as “Owner” and Owner and City collectively referred to hereinafter as the “Parties”).

**WHEREAS**, the City and GULF COAST STRATEGIC INVESTMENTS, INC., are parties to a Pre-Annexation Agreement dated April 11, 2006 (the “Pre-Annexation Agreement”); and

**WHEREAS**, Owner purchased the property subject to the Pre-Annexation Agreement and are the successors in title and interest to GULF COAST STRATEGIC INVESTMENTS, INC.; and

**WHEREAS**, under existing zoning and the City’s comprehensive plan, Owner’s property could have been developed at a density of 6 – 7.5 dwelling units per acre but Owner anticipate developing approximately 3 units per acre, significantly reducing density and impacts of the development.

**WHEREAS**, in light of the significant reduction in density, the City and Owner wish to amend certain terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the covenants, stipulations and promises contained herein and in the Pre-Annexation Agreement, the Parties agree as follows:

**PARAGRAPH 1.** The above recitals are true and correct and are incorporated herein.

**PARAGRAPH 2.** The property subject to the Pre-Annexation Agreement owned by Owner is shown as Exhibit “A” attached hereto (the “Property”).

**PARAGRAPH 3.** The Parties agree to strike Section 6 B in its entirety as follows:

~~The Owner shall design, permit and construct a two-lane road segment adjacent to and running along the entire length of the Subject Property’s boundary abutting Laurel Road. This road segment shall be designed and constructed in accordance with City road standards and specification. No Certificates of Occupancy shall be issued for any structures constructed on the Subject Property prior to the final completion of this road segment.~~

**PARAGRAPH 4.** The Parties agree to amend Section 6 C as follows:

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 ~~\$1,760.00~~ \$1,650.00 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. For every extraordinary mitigation fee paid to the City, the Owner shall receive a credit towards any existing or future impact fee adopted and collected by the City (excluding any impact fees collected by the City for Sarasota County), but such

credit shall not exceed \$1,650.00. The obligation to pay extraordinary mitigation fees related to the Property shall terminate on April 30, 2021.

**PARAGRAPH 5.** Owner agrees that they shall be responsible for all infrastructure necessitated by its development of the Property. If there is an agreement by the Parties to construct infrastructure that increases capacity beyond that necessitated by the development, Owner shall be entitled to be either reimbursed by the City or shall be entitled to an impact fee credit.

**PARAGRAPH 6.** The above-described amendments shall be effective as of July 1, 2018.

**PARAGRAPH 7.** All other terms and conditions of the Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

**IN WITNESS WHEREOF,** the City and Owner, set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

\_\_\_\_\_  
LORI STELZER, CITY CLERK

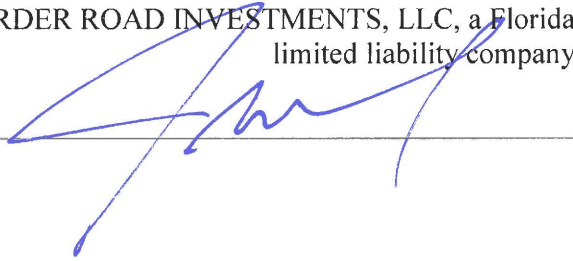
(SEAL)

\_\_\_\_\_  
DAVID PERSSON, CITY ATTORNEY

  
Veronica McGuire

  
Amy R. Mailon

BORDER ROAD INVESTMENTS, LLC, a Florida  
limited liability company

BY: 


STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of June, 2018, by John Neal who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public





Printed name of notary:

**Veronica McGuire**

Commission Number:

Veronica McGuire  
Veronica McGuire

MYARRA PROPERTY JOINT VENTURES, LLC,  
a Florida limited liability company

BY: James R. Schier  
James R. Schier

Amy R. Mallon  
Amy R. Mallon

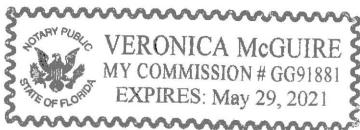
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of June, 2018, by James R. Schier who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public Veronica McGuire



Printed name of notary: **Veronica McGuire**

Commission Number:

Veronica McGuire  
Veronica McGuire

PAMLICO POINT MANAGEMENT, LLC, a  
Florida limited liability company

BY: James R. Schier

Amy R. Mallon  
Amy R. Mallon

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of June, 2018, by James R. Schier who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public



Printed name of notary: **Veronica McGuire**

Commission Number:

WOOLRIDGE INVESTMENT-FLORIDA,  
LLC, a Florida limited liability company

Veronica McGuire  
Veronica McGuire

BY: James R. Schier  
James R. Schier

Amy R. Mallon  
Amy R. Mallon

STATE OF FLORIDA

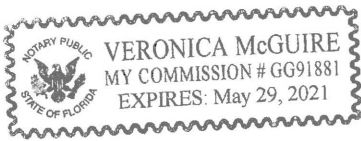
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of June, 2018, by James R. Schier who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Veronica McGuire



Printed name of notary:

Veronica McGuire

Commission Number:

## EXHIBIT "A"

### SUBJECT PROPERTY LEGAL DESCRIPTION

Parcel 1 (0390-00-3040):

A parcel of land lying and being in the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 34; thence, along the West line of the Northwest  $\frac{1}{4}$  of said Section 34, South  $0^{\circ} 50' 33''$  East, a distance of 1,342.18 feet to the Southwest corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 34; thence, along the South line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 34, South  $89^{\circ} 29' 17''$  East, a distance of 1,470.24 feet for a point of beginning, said point being the Northeast corner of those lands as described in Official Records Book 2359, Pages 2069 and 2070, Public Records of Sarasota County, Florida; thence continue along said line, South  $89^{\circ} 29' 17''$  East, a distance of 425.54 feet, to the Northwest corner of those lands as described in Official Records Book 3024, Page 558, Public Records of Sarasota County, Florida; thence South  $0^{\circ} 15' 55''$  East, along the Westerly boundary line of said lands, a distance of 539.73 feet to the Southwest corner of said lands; thence South  $89^{\circ} 29' 01''$  East, along the Southerly boundary line of said lands, a distance of 292.83 feet; thence South  $0^{\circ} 15' 55''$  East, a distance of 524.13 feet; thence South  $89^{\circ} 29' 01''$  East, a distance of 517.24 feet to the East line of said Northwest  $\frac{1}{4}$  of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida; thence South  $0^{\circ} 15' 55''$  East, along said East line, a distance of 2,833.07 feet to the Northerly right-of-way line of Border Road; thence North  $89^{\circ} 40' 23''$  West, along said right-of-way line, a distance of 84.80 feet; thence North  $0^{\circ} 19' 37''$  East, along said right-of-way line, a distance of 17.00 feet; thence North  $89^{\circ} 40' 23''$  West, along said right-of-way line, a distance of 200.00 feet; thence North  $80^{\circ} 23' 38''$  West, along said right-of-way line, a distance of 303.93 feet; thence North  $89^{\circ} 28' 33''$  West, along said right-of-way line, a distance of 326.51 feet to the Northeasterly right-of-way line of State Road 93 (I-75), Florida Department of Transportation right-of-way map, Section 17075-2406; thence North  $35^{\circ} 01' 47''$  West, along said right-of-way line, a distance of 2,115.71 feet to the most Southerly corner of those lands as described in Official Records Book 2359, Pages 2069 and 2070, Public Records of Sarasota County, Florida; thence North  $54^{\circ} 58' 13''$  East, along the Southeasterly boundary line of said lands, a distance of 1,091.03 feet to the Southeast corner of said lands; thence North  $0^{\circ} 50' 28''$  West, along the Easterly boundary line of said lands, a distance of 138.24 feet; thence North  $0^{\circ} 50' 33''$  West, along the Easterly boundary line of said lands, a distance of 1,338.73 feet to the point of beginning.

Less those lands conveyed to Andrea Moorman by Warranty Deed recorded as Official Records Instrument #2000114495, Public Records of Sarasota County, Florida.

And less those lands described in a certain unrecorded Warranty Deed dated June 3, 2004 wherein Sarasota County, Florida is grantee.



## EXHIBIT "A"

### Parcel 2 (0389-00-2031):

Commence at the Southeast corner of the Southwest  $\frac{1}{4}$  of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida; thence North  $0^{\circ} 17' 55''$  West, 3,390.20 feet for a point of beginning, thence continue North  $0^{\circ} 17' 55''$  West, 537.81 feet; thence North  $89^{\circ} 31' 01''$  West, 810.03 feet; thence South  $0^{\circ} 17' 55''$  East, 537.81 feet; thence South  $89^{\circ} 31' 01''$  East, 810.03 feet to the point of beginning, all lying and being in Section 34, Township 38 South, Range 19 East, Sarasota County, Florida.

Together with a 30 foot easement for ingress and egress lying on the West of the East line of the Southwest quarter of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida, and lying between the South line of above described parcel and the North line of Border Road.

### Parcel 3 (0389-00-2006):

Commence at the Northwest corner of Section 34, Township 38 South, Range 19 East, thence South  $89^{\circ} 34' 05''$  East 1,690.65 feet along the North line of said Section 34, for the point of beginning; thence continue South  $89^{\circ} 34' 05''$  East 325.69 feet along said North line; thence South  $1^{\circ} 03' 08''$  East 1,337.54 feet along a line parallel with the West line of said Section 34 to the South line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 34; thence North  $89^{\circ} 42' 00''$  West 325.67 feet along said South line; thence North  $1^{\circ} 03' 08''$  West 1,338.29 feet along a line parallel with the West line of said Section 34 to the point of beginning.

### Parcel 4 (0389-00-2005):

Commence at the Northwest corner of Section 34, Township 38 South, Range 19 East, thence South  $89^{\circ} 34' 05''$  East, a distance of 1,365.14 feet along the North line of said Section 34, for the point of beginning; thence continue South  $89^{\circ} 34' 05''$  East, a distance of 325.51 feet along the North line; thence south  $1^{\circ} 03' 08''$  East, a distance of 1,338.29 feet along a line parallel with the West line of said Section 34 to the South line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34; thence North  $89^{\circ} 42' 00''$  West, a distance of 325.49 feet along said South line; thence North  $1^{\circ} 03' 08''$  West, a distance of 1,339.04 feet along a line parallel with the West line of said Section 34, to the point of beginning.

### Parcel 5 (0389-00-2030):

Commence at the Northwest corner of Section 34, Township 38 South, Range 19 East, thence South  $0^{\circ} 50' 33''$  East, 1,342.18 feet; thence South  $89^{\circ} 29' 17''$  East, 1,470.24 feet; thence South  $89^{\circ} 29' 17''$  East, 425.54 feet; thence South  $0^{\circ} 15' 55''$  East, 539.73 feet; thence South  $89^{\circ} 29' 01''$  East, 292.83 feet for a point of beginning; thence South  $0^{\circ} 15' 55''$  East, 524.13 feet; thence South  $89^{\circ} 29' 01''$  East, 517.24 feet; thence North  $0^{\circ} 17' 55''$  West, 524.13 feet; thence N  $89^{\circ} 31' 01''$  West, 517.20 feet to the point of beginning.