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 (NOT A MEMBER OF THE FLORIDA BAR)

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April 12, 2017

VIA HAND-DELIVERY

Mayor John Holic
 City of Venice
 401 West Venice Ave
 Venice, Florida 34285

Re: Laurel Road Storage, LLC – Proposed Pre-Annexation Agreement Amendment

Dear Mayor Holic:

We represent Laurel Road Storage, LLC, property owner of PID 0387-01-0005, which has a proposed Site and Development Plan for a storage facility pending before the Planning Commission for approval. The location of the proposed storage facility is on the East Side (Sewer) Plant Road, directly north of the Abbott’s Backhoe property

We are writing to you because the November 28, 2000, Pre-Annexation Agreement for our client’s PID 0387-01-0005 property (the Pre-Annexation Agreement is between the City and a predecessor in interest to our client) contains a requirement to convey to the City by Warranty Deed a five (5) foot strip along the west side of East Side Plant Road within thirty (30) days of the City’s adoption of an ordinance annexing the Subject Property. It is important to note that the City has not required dedication of the strip during the 17 years since the Pre-Annexation Agreement was entered into.

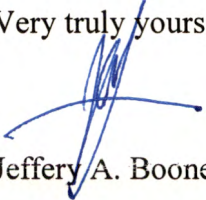
It is our client’s proposal to amend the Pre-Annexation Agreement to remove this requirement. We believe there is no reason to remove this strip of property from the City’s tax rolls.

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We are enclosing with this letter a proposed amendment to the above-described Pre-Annexation Agreement, which would effectuate our client's request. We would respectfully request that the Amendment be placed on the next City Council agenda for consideration and approval.

Kind regards.

Very truly yours,



Jeffery A. Boone

jab

Attachment

cc: Ed Lavalley, City Manager (with enclosure)
David P. Persson, Esquire, City Attorney (with enclosure / via email only)
Jeff Shrum, City Planning Department Director, AICP (with enclosure / via email only)
Kathleen Weeden, City Engineer, PE, CFM, LEED AP (with enclosure / via email only)
Lori Stelzer, City Clerk (with enclosure / via email only)

P122-15330\PAAMendmentLtrMayorHolic

AMENDMENT TO PRE-ANNEXATION AGREEMENT

THIS AMENDMENT is made this ____ day of _____, 2017 by and between THE CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as “City”), and LAUREL ROAD STORAGE, LLC, (hereinafter referred to as “Owner”), successor in title and interest to ONE PUT ASSOCIATES, LTD.

WHEREAS, the City and ONE PUT ASSOCIATES, LTD. are parties to a Pre-Annexation Agreement dated November 28, 2000.

WHEREAS, LAUREL ROAD STORAGE, LLC, has purchased the property subject to the Pre-Annexation Agreement.

WHEREAS, the City and LAUREL ROAD STORAGE, LLC, wish to amend certain terms and conditions of the November 28, 2000 Pre-Annexation Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the November 28, 2000 Pre-Annexation Agreement, the City and the LAUREL ROAD STORAGE, LLC, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The property subject to the Pre-Annexation Agreement owned by LAUREL ROAD STORAGE, LLC, is shown on Exhibit “A” attached hereto.
3. Delete a portion of Section 9 of the November 28, 2000 Pre-Annexation Agreement as follows:

“The property is subject to the city’s concurrency management ordinance and a traffic study is required. The Owner shall pay the cost of any needed improvements identified by the traffic study or as reasonably determined by the City. ~~The Owner shall convey to the City by Warranty Deed a five (5) foot area along the west side of East Side Plant Road within thirty (30) days of the City’s adoption of an ordinance annexing the Subject Property.”~~

SECTION 1. The above-described amendments shall be effective as of _____.

SECTION 2. All other terms and conditions of the November 28, 2000 Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the City and the LAUREL ROAD STORAGE, LLC, 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

LAUREL ROAD STORAGE, LLC, Florida limited liability company

BY: _____
GAYLON PETERS, MANAGER, LAUREL ROAD STORAGE, LLC.

STATE OF FLORIDA

COUNTY OF SARASOTA

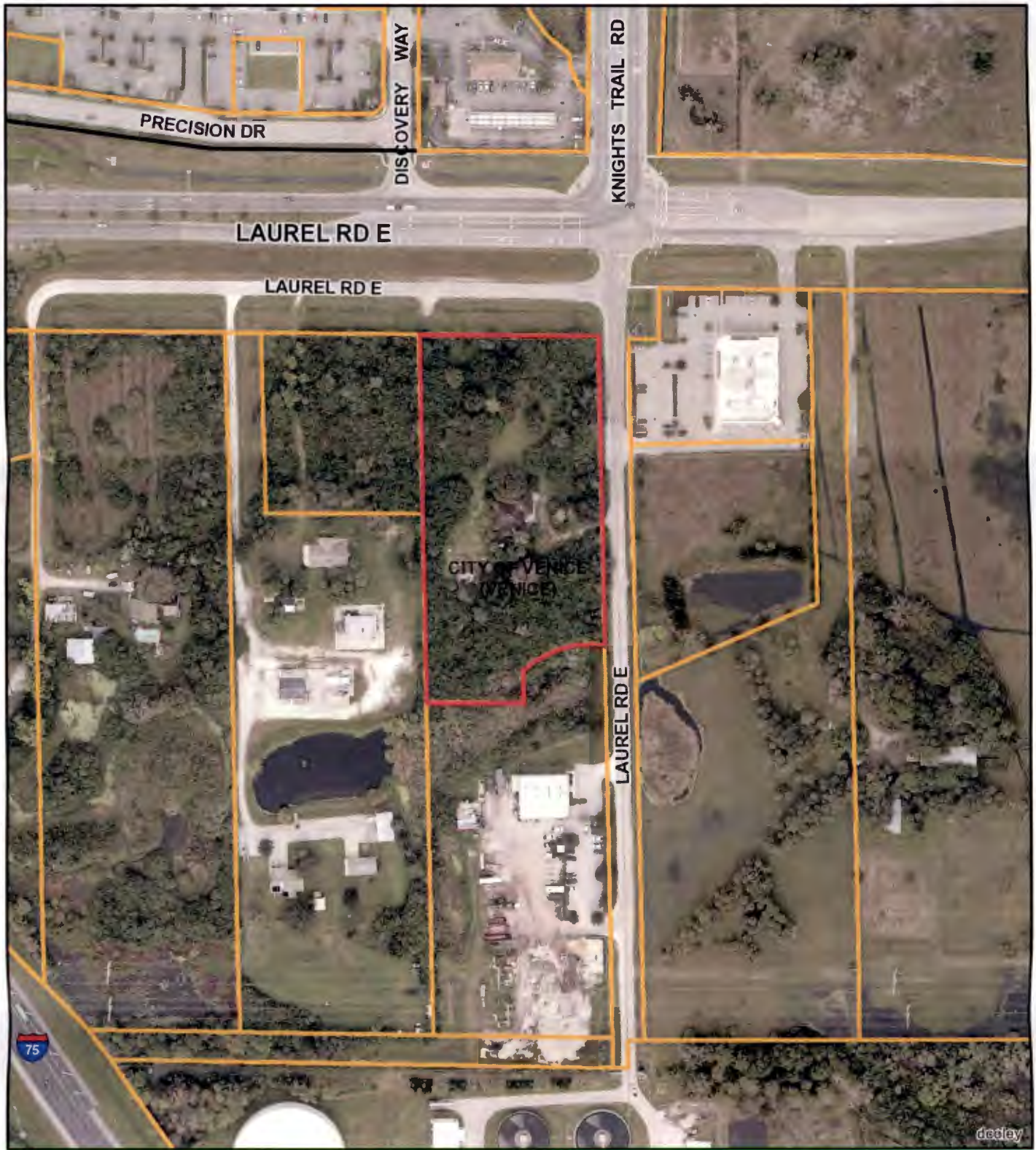
The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary

Commission Number:



EXHIBIT

A



Bill Furst

Sarasota County Property Appraiser



This map is a product of, and prepared for use by the Sarasota County Property Appraiser's Office

No warranties are expressed or implied