

FIRST 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, a Florida Limited Partnership, successor in title and interest to One Putt Associates, Ltd.

WHEREAS, the City and One Putt Associates, Ltd., a Florida Limited Partnership, are parties to a Pre-Annexation Agreement dated November 28, 2000; and

WHEREAS, Laurel Road Storage, LLC, has purchased the property subject to the Pre-Annexation Agreement; and

WHEREAS, Laurel Road Storage, LLC, requested the deletion of the obligation to deed a five (5) foot area along the west side of East Side Plant Road and offered to replace it with a ten (10) foot easement along the entire easterly border of the property, which is acceptable to the city; and

WHEREAS, the City and Laurel Road Storage, LLC, wish to amend certain terms and conditions of the November 28, 2000 Pre-Annexation Agreement; and

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

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The property subject to the Pre-Annexation Agreement owned by Laurel Road Storage, LLC, is shown on "Exhibit A" attached hereto.

SECTION 3. Section 9 of the November 28, 2000 Pre-Annexation Agreement is hereby amended as follows:

9. **TRAFFIC STUDY.** 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.~~ Simultaneously with this First Amendment, the Owner conveys to the City a ten (10) foot easement along the entire easterly border of the property, a copy of the easement is attached as Exhibit "B".

SECTION 4. The above-described amendments shall be effective as of September 12, 2017.

SECTION 5. 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 W. Holic, Mayor

ATTEST:

Lori Stelzer, MMC, City Clerk (SEAL)

David Persson, City Attorney

WITNESS

LAUREL ROAD STORAGE, LLC
Florida Limited Liability Company

_____ Gaylon Peters, Manager

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.

Notary Public Signature: _____

Printed name of notary: _____

Commission Number: _____ My Commission Expires: _____



Owner: Laurel Road Storage, LLC

Property Address: 3500 Laurel Rd. E Venice, Florida

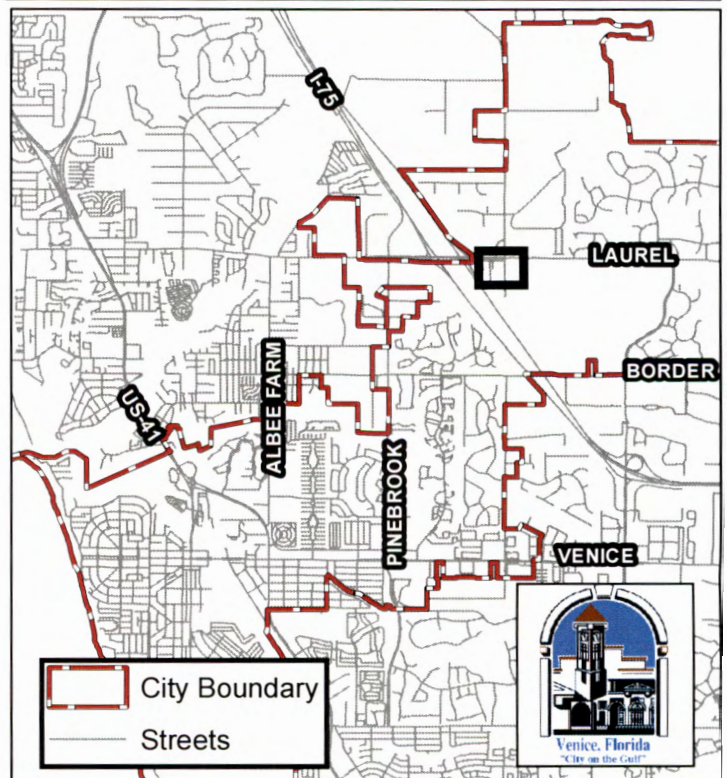
Legal Description: Metes and Bounds

Mailing Address: 409 Vanderkloot Dr. Osprey, FL 34229

Ordinance No.: 2017-35

Zoning: CI / CG

Parcel ID #: 0387-01-0005



This instrument prepared by
and return to:
City Clerk, City of Venice
401 W. Venice Ave., Venice, FL 34285

SIDEWALK AND UTILITY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, by and between Laurel Road Storage, LLC, a Limited Liability Corporation), whose mailing address is: 409 Vanderkloot Drive, Osprey, FL 34229 (hereinafter referred to as "Grantor"), and CITY OF VENICE, a Florida municipal corporation, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantee"):

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual easement for a public sidewalk and utilities, and the right to provide service to maintain, repair and replace and have access to City facilities or infrastructure on the property or said sidewalk and utilities, and all other public purposes related thereto, including lighting and landscaping, as Grantee may deem necessary over, along, through, in, above and under that certain parcel of land situated, lying and being in Venice, Sarasota County, Florida, said Easement Area being described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference,
Hereinafter, "Easement Area")

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the sidewalk, lines, mains, pipes, fixtures, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of the Easement Area in fee simple; that it has good, right, and lawful authority to sell and convey the Easement Area; and that the Easement Area is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Sidewalk and Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Print Name: Justin D. Bignall

Print Name: Dana Orlando

Corporation Name: LAUREL ROAD STORAGE LLC

By: Gaylon Peters

Print Name: GAYLON PETERS

President MANAGER

Attest: _____

Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1st day of Nov., 2017 by Gaylon Peters as President of manager, who is personally known to me or who produced _____ as identification.



Notary Public

Print Name: Dana Orlando

My Commission Expires: 9/27/2020

ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this _____ day of _____, 20____.

John Holic, Mayor

ATTEST:

Lori Stelzer, City Clerk

"NOT A SURVEY"**LEGAL DESCRIPTION OF:**

A 10.0' WDE PUBLIC SIDEWALK AND UTILITY EASEMENT LYING AND BEING IN SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; LYING OVER, UNDER AND ACROSS A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2016053849, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 33, N. 89°33'25" W., A DISTANCE OF 25.01 FEET; THENCE LEAVING SAID NORTH LINE OF SAID SECTION 33, ALONG THE EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF LAUREL ROAD EAST, S. 01°03'08" E., A DISTANCE OF 175.06 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2016053849, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF LAUREL ROAD EAST, S. 01°03'08" E., A DISTANCE OF 520.80 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2016053849, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2016053849, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, S. 74°51'31" W., A DISTANCE OF 25.31 FEET; THENCE LEAVING SAID SOUTH LINE, N. 01°03'08" W, A DISTANCE OF 523.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAUREL ROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LAUREL ROAD, S. 89°33'25" E, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

SAID SIDEWALK AND UTILITY EASEMENT ALL LYING AND BEING IN SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. EASEMENT CONTAINING 5,221.8 SQUARE FEET, 0.1 ACRES, MORE OR LESS.

SHEET 2 OF 2

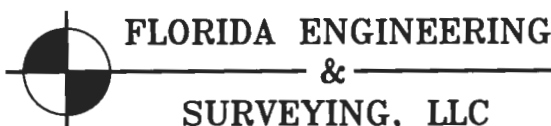
NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, BEING S 01°03'08" E.

THIS SKETCH AND DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

SEE SHEET 1 FOR SKETCH OF EASEMENT.

FILE # 15-09-030
CHECKED BY: JDG, 8/14/17
DRAWN BY: JDG, 8/14/17



**FLORIDA ENGINEERING
&
SURVEYING, LLC**

CA #30375 LB #8024

631 N. TAMiami TRAIL
NOKOMIS, FLORIDA 34275
TEL: (941) 485-3100
FAX: (941) 485-3107

www.flengineeringandsurveying.com

"NOT A SURVEY"



SCALE 1" = 80'

SECTION 34
TOWNSHIP 38 S.
RANGE 19 E.

LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
P.O.T. = POINT OF TERMINUS
C/L = CENTERLINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
O.R.I. = OFFICIAL RECORDS INSTRUMENT
P.I.D. = PROPERTY IDENTIFICATION
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
FES = FLORIDA ENGINEERING & SURVEYING, LLC

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE
EAST LINE OF SECTION 33, TOWNSHIP 38
SOUTH, RANGE 19 EAST, BEING S 01°03'08" E.

THIS SKETCH AND DESCRIPTION SHOWN
HEREON DOES NOT REPRESENT A BOUNDARY
SURVEY.

SEE SHEET 2 FOR LEGAL DESCRIPTION.

FILE #: 15-08-030
CHECKED BY: JDG, 8/14/17
DRAWN BY: JDG, 8/14/17

SKETCH & DESCRIPTION OF:

A 10.0' WIDE PUBLIC SIDEWALK
AND UTILITY EASEMENT
(SEE SHEET 2 FOR LEGAL DESCRIPTION)

SHEET 1 OF 2



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&
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JUSTIN D. GARNER DATE:
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6896

