



# MEMO

## City of Venice Engineering Department

---

**To:** Edward Lavalley, City Manager

**From:** Kathleen J. Weeden, PE, City Engineer

**Date:** 05/11/2017

**Subject:** **City Council Meeting 05/23/2017**  
Laurel Road Storage Proposed Pre-Annexation Agreement Amendment

---

**Background:** During the Site & Development Review of the Laurel Road Storage project it was discovered that a 5' section of right-of-way (ROW) that was required to be dedicated to the City as a condition of the Pre-annexation Agreement had not been completed. The applicant contended that since the property was not conveyed within 30 days as required by the Pre-annexation Agreement that the requirement was no longer valid. The City Attorney evaluated the agreement and determined that the applicant still had the obligation to convey the land.

The applicant and his agent were notified on 9/21/16 and 11/28/16 through the Technical Review process and again on 3/3/17 through the Construction Plan Review process that the City was requiring that they comply with the pre-annexation agreement terms that required them to convey a 5' section of ROW adjacent to the existing roadway. In addition to those formal written notifications, several conversations were also held with the applicant explaining the importance of obtaining the 5' conveyance. As part of the review process, the applicant was also requested to relocate the sidewalk shown on their plans to the 5' section of the ROW.

The adjacent property (formerly CVS) located on the east side of the access road was not only required to construct the sidewalk, they were required to install sidewalk, curb & gutter and construct the road to their property in accordance with the City Standard Details to upgrade the dirt road that previously existed. Planning Commission approved the Site Plan with the stipulations: 1) If City Council votes to not amend the pre-annexation agreement to remove the five foot strip conveyance, the property owner will convey the five foot strip to the city and the Development Services Director will have administrative authority to approve any relocation adjustments to the site and development plan including but not limited to sidewalks or signage, and 2) Approval of the subject site and development plan petition is contingent on approval of Rezone Petition No. 16-05RZ.

Given the small cross section of this existing access road, the need for public access to the sidewalks, and the potential for expanded utility or road improvements in this corridor, it is recommended that the request to waive the requirement be denied. The offer to provide a 10' easement along an irregular path where the sidewalk exists within the parcel would not address future utility line expansion as they would require a linear path adjacent to the road.

There are many pre-annexation agreements that require property conveyance as part of the pre-annexation anticipating future infrastructure, such as when the Jacaranda Extension was constructed, that were not waived. The conveyance of the property was a commitment at the time of pre-annexation and should be honored. If City Council were to decide to waive the conveyance, staff recommends that a public utility and improvement easement be granted to the City from two feet west of the western-most location of the sidewalk to the edge of pavement to allow for future services.

Staff recommends denial of the proposed Pre-Annexation Agreement Amendment.

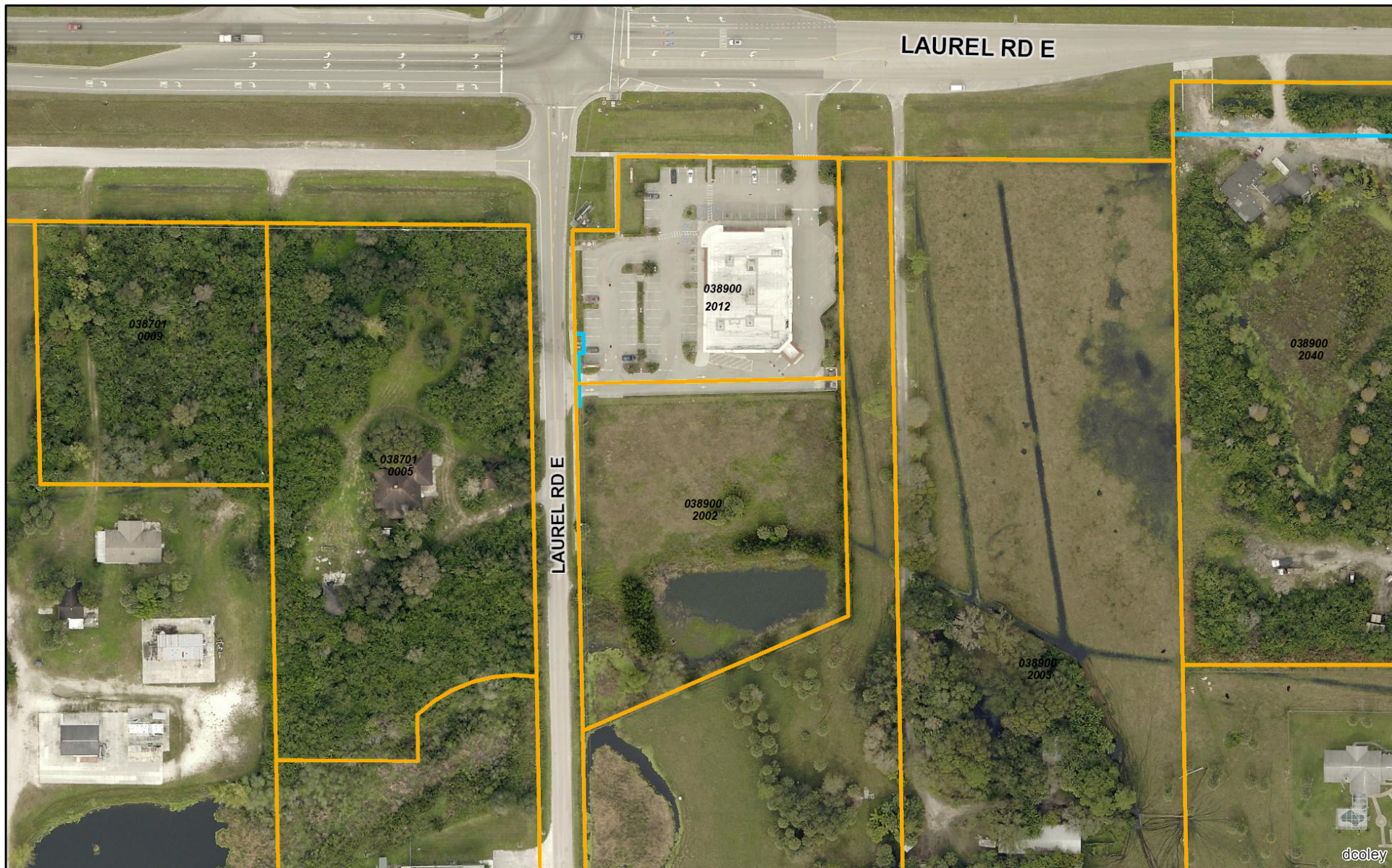




Google Earth







0 0.025 0.05 Miles

## Sarasota County Property Appraiser

**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*







0 0.025 0.05 Miles

## **Sarasota County Property Appraiser**

**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*







© 2017 Google  
© 2016 Google  
© 2016 INEGI  
US Dept of State Geographer

Google Earth

Google Earth

feet 20  
meters 6



00-BK7

00-4AN

**PRE-ANNEXATION AGREEMENT**

This agreement is made this 28<sup>th</sup> day of NOVEMBER, 2000, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and One Putt Associates, Ltd., (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately 3.98 acres (hereinafter referred to as the "Subject Property") located in Sarasota County, Florida which is more particularly described by the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Owner has filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, the Owner has agreed to certain terms and conditions required by the City in order to gain approval of said petition and to adopt an ordinance annexing the Subject Property into the City; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest to be annexed subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City, and Owner agrees as follows:

1. **CONDITION PRECEDENT**. This agreement shall not be binding or enforceable by any party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.

2. ZONING. The Subject Property is currently zoned by Sarasota County as OUE-1. The Owner shall petition the City to rezone the Subject Property to a district or districts under the Venice Zoning Code within one (1) year of the City's adoption of an ordinance annexing the property into the corporate limits of the City. No development orders shall be granted until the Subject Property is so rezoned. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.

3. CONCURRENCY EVALUATION NOT MADE; NO RELIANCE OR VESTED RIGHT. Nothing contained in this agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this pre-annexation agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owners acknowledge and agree that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owner may rely or upon which the Owner can assert that a vested property right has been created. It is specifically understood and agreed that a determination that adequate public facilities and services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.

4. EXTENSION OF WATER AND SEWER UTILITY LINES. The Owner shall construct and pay the cost of extending and sizing all offsite and onsite water and sewer utility lines adequate to serve the Subject Property as determined by the Director of Utilities and the City Engineer. All such work shall be performed in accordance with plans and specifications approved by the Director of Utilities and the City Engineer. Fire flows shall be determined by the Fire Chief



with the joint cooperation of the Utilities Director and City Engineer. Owner shall convey all such water and sewer utility lines to the City together with such easements as may be required for access to and maintenance of said lines and appurtenances. Utility lines conveyed to the City shall be accepted for maintenance in accordance with all applicable City codes and policies which shall be applied to both onsite and offsite utility improvements.

5. WATER AND SEWER UTILITY CHARGES. The Owner shall pay all water and sewer utility rates, fees, and charges, including any capital charges such as water plant capacity charges and sewer plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's water and sewer utility systems.

6. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay the City the sum of \$4,000.00 within thirty days of the City's adoption of an ordinance annexing the Subject Property into the corporate limits of the City.

7. ACCESS. The Owner has access to Laurel Road from the Subject Property by means of the driveway commonly referred to as the Eastside Plant Road.

8. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, and road impact fees within the City. Development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.

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.

10. ATTORNEY FEE REIMBURSEMENT. The Owner shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning this annexation and all related matters.

11. INDEMNITY. It is agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and save the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceedings.

The Owner further covenants and agrees to and with the City that if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply water, sewer and other utility services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City Council for comparable services outside the corporate limits. The Owner further covenants and agrees to waive any claim for a refund of ad valorem taxes levied by and paid to the City of Venice on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

12. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party,



then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.

13. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial or appellate proceedings.

14. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the parties to this agreement.

15. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.

16. INCORPORATION INTO ORDINANCE. This agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City of Venice.

17. SEVERABILITY. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

## EXHIBIT A

### PARCEL 1:

Begin at the N.E. corner of Sec. 33, Twp. 38 South, Rge. 19 East; thence S1°03'08"E along the East line of said Sec. 33, 553.93' to an iron pipe for a Point of Beginning (P.O.B.); thence continue S1°03'08"E, 135', more or less to the waterline of an existing lake; thence meandering westerly along the waterline of the aforementioned lake approximately 160' to an iron pipe; thence N1°03'08"E, 180' to an iron pipe; thence 89°33'28"E, 162.46' to a Point of Beginning (P.O.B.).

LESS the portion thereof conveyed to the City of Venice recorded in O.R. Book 2114, Page 1535, O.R. Book 2114, Page 1539 and O.R. Book 2114, Page 1541, of the Public Records of Sarasota County, Florida.

*Exhibit A*  
*Page 1 of 2*



PARCEL 2:

BEGIN AT THE N.E. CORNER OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 1 DEG. 03' 08" EAST ALONG THE EAST LINE OF SAID SECTION 33, 553.93 FEET; THENCE N 89 DEG. 33' 25" WEST, 162.46 FEET; THENCE S 1 DEG. 03' 08" EAST, 233.07 FEET; THENCE N 89 DEG. 33' 25" WEST, 162.47 FEET; THENCE N 1 DEG. 03' 08" EAST, 787.00 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 89 DEG. 33' 25" EAST ALONG SAID NORTH LINE 324.93 FEET TO THE P.O.B., LESS THE EASTERLY 25 FEET CONVEYED TO THE CITY OF VENICE, AND LESS THE NORTH 175.06 FEET AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2432, PAGE 1345, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

*Exhibit A*  
*Page 2 of 2*

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

CITY OF VENICE, FLORIDA

Dean Calamaras

Dean Calamaras, Mayor

ATTEST:

Lori Stelzer

Lori Stelzer, City Clerk

Approved By City Council

Date: November 28, 2000

WITNESSES

Gloria J. Stephani  
Steve Dore

OWNER: ONE PUTT ASSOCIATES, LTD.

Steve Dore, President

Two Putt, Inc., General Partner



## INVOICE

CITY OF VENICE  
401 W. Venice Ave  
Venice, FL 34285

(941) 486-2626

TO: STEPHEN W. DORE  
C/O JOEL J. FREEDMAN, AICP  
1290 N. PALM AVE., SUITE 108  
SARASOTA, FL 34236

INVOICE NO: 48783  
DATE: 1/16/01

CUSTOMER NO: 2630

CUSTOMER TYPE: GA/ 3238

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PRE-ANNEXATION FEES FEES TO MITIGATE THE IMPACTS OF PROPOSED DEVELOPMENT UPON THE CITY AS AGREED UPON IN ITEM 6 OF THE PRE- ANNEXATION AGREEMENT.	4,000.00	4,000.00

*Joe 1/01*

TOTAL DUE: \$4,000.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/16/01 DUE DATE: 1/16/01 DORE, STEPHEN W.

REMIT AND MAKE CHECK PAYABLE TO:  
City of Venice  
401 W. Venice Avenue  
Venice FL 34285

(941) 486-2626  
INVOICE NO: 48783

CUSTOMER NO: 2630

CUSTOMER TYPE: GA/ 3238

TERMS: NET 0 DAYS

AMOUNT: \$4,000.00



City Of Venice  
Growth Management Department

MEMORANDUM  
December 13, 2000

To: Gloria Pasik, Accounting Specialist  
From: Mary Holcombe, Development Review Specialist *MH*  
Thru: Nancy K. Woodley, P.E., Interim Director of Growth Management  
Re: Pre-Annexation Agreement Terms/Conditions

---

Please invoice Stephen W. Dore, President of One Putt Associates, Ltd., for the sum of \$4,000 as payment of fees to mitigate the impacts of the proposed development upon the City, as agreed upon in Item 6 of the Pre-Annexation agreement. Mitigation fees are due within thirty days of the City's adoption of the annexation ordinance, which occurred on December 12, 2000.

Please submit our invoice for \$4,000.00 to Mr. Dore at the following address:

Joel J. Freedman, AICP  
1290 N. Palm Avenue, Suite 108  
Sarasota, FL 34236

Please use account number 001-0000-369.97-25 (Pre-Annexation Fees).

Thank you!

Interim Director: Nancy K. Woodley, Ph.D., P.E.



## PRE-ANNEXATION AGREEMENT CONDITIONS AND TERMS

PROJECT NAME: ONE PUTT ASSOCIATES, LTD. (00-4AN)

PROJECT DESCRIPTION: 3.98 ACRES / 2500 EAST LAUREL ROAD

COUNCIL APPROVAL ACTION DATE(S): *PRE-ANNEXATION AGREEMENT APPROVED AND FIRST READING OF ORDINANCE NO. 2000-91 AT NOVEMBER 28, 2000 COUNCIL MEETING. SECOND READING AND *APPROVAL OF ORDINANCE NO. 2000-91 AT DECEMBER 12, 2000 COUNCIL MEETING.**

### PRE-ANNEXATION AGREEMENT TERMS:

- ZONING (ITEM 2): REZONE FROM OUE-1 WITHIN ONE YEAR (BY: 12/12/01).

### ACTION TAKEN:

- WATER/SEWER (ITEM 4): - NO SPECIAL REQUIREMENTS -
  - 1) OWNER PAYS ALL COSTS OF EXTENDING AND SIZING ALL OFFSITE AND ONSITE UTILITY LINES IN ACCORDANCE WITH PLANS/SPECS APPROVED BY THE CITY.
  - 2) OWNER SHALL CONVEY UTILITY LINES TO THE CITY WITH EASEMENTS FOR ACCESS AND MAINTENANCE.
- DEVELOPMENT MITIGATION (ITEM 6): \$4,000 MITIGATION FEES DUE WITHIN 30 DAYS OF ANNEXATION ORDINANCE ADOPTION (DUE 01/12/01).

### ACTION TAKEN:

- TRAFFIC CONCURRENCY (ITEM 9):  
OWNER AGREES TO PROVIDE A TRAFFIC STUDY AND PAY THE COST OF ALL NEEDED IMPROVEMENTS AS IDENTIFIED BY THE STUDY OR DETERMINED BY THE CITY.
- OWNER ACCESS TO LAUREL ROAD BY MEANS OF EASTSIDE PLANT ROAD.
- OWNER SHALL CONVEY BY WARRANTY DEED A 5' AREA ALONG THE WEST SIDE OF EAST SIDE PLANT ROAD WITHIN THIRTY DAYS OF ANNEXATION ORDINANCE ADOPTION (DUE 1/12/01).

MEMORANDUM  
Summary of Council Action  
November 29, 2000  
Page 2

6. Motion carried APPROVING ON FIRST READING Ordinance No. 2000-92, Annexing Metes and Bounds, Joseph R. and Maureen E. DeCiantis, 7 Cornwell on the Gulf; Ordinance No. 2000-94, Annexing Lot 2, Block 6, Golden Beach Unit 2, W. Bruce Tharpe, 604-606 S. Harbor Drive; Ordinance No. 2000-95, Annexing Lot 93 and Westerly 5 Feet Lot 94, Gulf Shores No. 1, Charles E. and M. Ruth Meeks, 327 Shore Road; Ordinance No. 2000-96, Annexing Lot 14, Gulf Shores No. 3, Rhoda Urquhart, 405 Sunset Drive; Ordinance No. 2000-97, Annexing Lot 14, Block 14, Golden Beach No. 2, Marie E. Gentile, 416 Spadaro Drive; and Ordinance No. 2000-98, Annexing Metes and Bounds, Anthony R. and Kathy E. Zumbano, 628 Hunter Drive.
7. Motion carried APPROVING the Pre-Annexation Agreement between the City of Venice and One Putt Associates, Ltd.
8. Motion carried APPROVING ON FIRST READING Ordinance No. 2000-91, Annexing Metes and Bounds as Petitioned by One Putt Associates, Ltd., 2500 E. Laurel Road.
9. Motion carried APPROVING the Pre-Annexation Agreement between the City of Venice and Commodore-Greenbriar Apartments.
10. Motion carried APPROVING ON FIRST READING Ordinance No. 2000-93, Annexing Metes and Bounds as Petitioned by Commodore-Greenbriar Apartments, Knights Trail Road.
11. Motion carried APPROVING engaging the services of Lyle Sumek to act as facilitator at the 2001 Strategic Planning Workshop and holding the Workshop at the Catholic Diocese Retreat Center, if available.
12. Motion carried APPROVING taking out a full-page ad in the Up With People booklet at a cost of \$250.
13. It was the consensus of Council to direct staff to investigate the use of temporary signs for Venice businesses during the U.S. Business 41 construction.
14. Motion carried AUTHORIZING Jim Myers to approach the Sarasota County Parks and Recreation Advisory Council seeking approval to make a presentation to the County Commissioners regarding engaging the services of a professional for Venice Community Center renovation plans at a cost of approximately \$30,000.
15. It was the consensus of Council to direct staff to investigate scheduling a Town Hall meeting in late January or early February, 2001.

# **CITY OF VENICE**

**City Clerk**

## **Interoffice Memorandum**

**TO:** City Council and Staff

**FROM:** Rita Whitley, Recording Secretary

**SUBJECT:** Summary of Action Taken at Regular Meeting of the Venice City Council, December 12, 2000

**DATE:** December 13, 2000

---

1. Motion carried to APPROVE the Mayor's reappointment to the Accessibility Advisory Board of David Ursel, Kathy Kurz and Jim Greenwood to serve three-year terms from December 31, 2000 until December 31, 2003.
2. Motion carried to APPROVE the Minutes of the Regular Meeting held November 28, 2000.
3. Motion carried APPROVING ON FIRST READING Ordinance No. 2000-90, Rezoning 5± Acres Located at 3508 E. Laurel Road from OUE-1 (Open Use, Estate) to ILW (Industrial, Light and Warehousing) (Rezoning Petition No. 00-4RZ).
4. Motion carried ADOPTING Ordinance No. 2000-91, Annexing Metes and Bounds as Petitioned by One Putt Associates, Ltd., 3500 E. Laurel Road.
5. Motion carried ADOPTING Ordinance No. 2000-93, Annexing Metes and Bounds as Petitioned by Commodore-Greenbriar Apartments, Knights Trail Road.
6. Motion carried ADOPTING Ordinance No. 2000-94, Annexing Lot 2, Block 6, Golden Beach Unit 2, W. Bruce Tharpe, 604-606 S. Harbor Drive; Ordinance No. 2000-95, Annexing Lot 93 and Westerly 5 Feet Lot 94, Gulf Shores No. 1, Charles E. and M. Ruth Meeks, 327 Shore Road; Ordinance No. 2000-96, Annexing Lot 14, Gulf Shores No. 3, Rhoda Urquhart, 405 Sunset Drive; Ordinance No. 2000-97, Annexing Lot 14, Block 14, Golden Beach No. 2, Marie E. Gentile, 416 Spadaro Drive; and Ordinance No. 2000-98, Annexing Metes and Bounds, Anthony R. and Kathy E. Zumbano, 628 Hunter Drive.
7. Motion carried APPROVING ON FIRST READING Ordinance No. 2001-13, Amending Code of Ordinances, Chapter 50, Division 2, Firefighters Pension Trust Fund, Benefit Amounts and Eligibility, Death Prior to Retirement.
8. Motion carried APPROVING ON FIRST READING Ordinance No. 2001-14, Amending



## Customer Master Balance Detail Display

Customer ID . . . . .	2630	Current balance . . .	.00
DORE, STEPHEN W.		Loan balance . . .	.00
Customer type code . .	*ALL	Total . . . . .	.00
		Pending balance . . .	.00
		Deposit balance . . .	.00

Trans Date Code	Description	Trans Amount	Open Amount
2/13/01	PAYMENT	4000.00	
2/08/01 stmnrn	Statements Processed		
1/16/01 ANNEX	PRE-ANNEXATION FEES	4000.00	

F12=Cancel                      \* = Pending activity

F3=Exit    F13=Search sequence    F17=Subset

*One Page*

**ORDINANCE NO. 2002-25**

AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF VENICE, FLORIDA, AS PART OF CITY OF VENICE ORDINANCE NO. 725-78; RELATING TO REZONING PETITION NO. 01-13RZ FOR THE REZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM OUE-1 (OPEN USE, ESTATE) TO CHI (COMMERCIAL, HIGHWAY INTERCHANGE); RELATING TO ZONING WITHIN THE INCORPORATED AREA OF THE CITY OF VENICE; PROVIDING FOR THE REZONING OF CERTAIN LANDS; AND PROVIDING AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:**

**SECTION 1. Findings.** The City Council, hereinafter referred to as the "Council", hereby makes the following findings:

A. The Council has received and considered the report of the Planning Commission concerning Rezoning Petition No. 01-13RZ requesting rezoning of the property described herein.

B. The Council has held a public hearing on the proposed rezoning of the property described herein, all in accordance with the requirement of City of Venice Ordinance No. 725-78, and has considered the information received at said public hearing.

C. The proposed rezoning of the property described herein is in accordance with the City of Venice Comprehensive Plan and said rezoning, as granted hereby, meets the requirements of City of Venice Ordinance No. 725-78, and any amendments thereto.

**SECTION 2. Amendment of Ordinance No. 725-78.** The Official Zoning Atlas, as part of the City of Venice Ordinance No. 725-78, is hereby amended by changing the zoning classification from OUE (Open use, Estate) to CHI (Commercial, Highway Interchange) for the following described property located in the City of Venice:

**DESCRIPTION OF PROPERTY:**

**Parcel 1:**

Begin at the NE corner of Sec. 33, Twp. 38 South, Rge. 19 East; thence S 1° 03' 08" E along the East line of said Sec. 33, 553.93' to an iron pipe for a Point of Beginning (P.O.B.); thence continue S 1° 03' 08" E. 135', more or less to the waterline of an existing lake; thence meandering westerly along the waterline of the aforementioned lake approximately 160' to an iron pipe; thence N 1° 03' 08" E, 180' to an iron pipe; thence S 89° 33' 25" E, 162.46' to a Point of Beginning (P.O.B.) LESS the portion thereof conveyed to the city of Venice recorded in O.R. Book 2114, Page 1535, O.R. Book 2114, Page 1539 and O.R. Book 2114, Page 1541, of the Public Records of Sarasota County, Florida.

**Parcel 2:**

Begin at the NE corner of Section 33, Township 38 South, Range 19 East, Sarasota County, Florida; thence S 1° 03' 08" E along the East line of said Section 33, 553.93 feet; thence N 89° 33' 25" W, 162.46 feet; thence S 1° 03' 08" E, 233.07 feet; thence N 89° 33' 25" W,

162.47 feet; thence N 1° 03' 08" E, 787.00 feet to the North line of said Section 33; thence S 89° 33' 25" E along said North line 324.93 feet to the P.O.B., LESS the Easterly 25 feet conveyed to the city of Venice, and LESS the North 175.06 feet as described in the Order of Taking recorded in Official Records Book 2432, Page 1345, Public Records of Sarasota County, Florida.

More commonly known as 3500 and 3508 E. Laurel Road, Nokomis, Florida.


**SECTION 3. Effective Date.** This ordinance shall take effect immediately upon its approval and adoption, as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 14TH DAY OF MAY, 2002.**

First Reading: April 23, 2002

Final Reading: May 14, 2002

Adoption: May 14, 2002

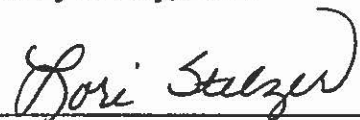
  
Dean Calamaras, Mayor

Attest:


  
Lori Stelzer, CMC, City Clerk

I, Lori Stelzer, CMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 14th day of May, 2002, a quorum being present.

WITNESS my hand and the official seal of said City this 15th day of May, 2002.

  
Lori Stelzer, CMC, City Clerk

Approved as to form:

  
City Attorney