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Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: Same - Attn. Deputy City Clerk

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004126864 59 PGS
2004 JUN 30 09:42 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MILLER Receipt#494283

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 2003-29-A**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **APAC-FLORIDA, INC. N/K/A APAC-SOUTHEAST, INC., a Delaware corporation**, owner(s) of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the city of Venice, pursuant to Chapter 171, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information, including that contained in the attached exhibits, is true and correct to the best of their knowledge and belief.

1. The legal description of the property embraced in this request is:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida. **ALSO:** The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida. **ALSO:** The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; **LESS** the South 60 feet of the West half of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$. **ALSO:** The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; **LESS** the South 60 feet thereof.

Commonly known as 520 Gene Green Road, North Venice, Florida, as shown on Exhibit A, attached hereto and made a part hereof. Totaling 184 \pm acres.

2. Said property is contiguous as provided in Florida Statutes 171.031 (11) to the now existing boundaries of the City of Venice as shown on said Exhibit A.
3. All current and past County real estate taxes, as levied against said property are paid.
4. Title to the said property is vested in the undersigned.
5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successor and assigns, that if said lands be incorporated within said City, they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon, and in the event sewer services are not available at the time of annexation whenever an approved sanitary sewer is made available, any individual sewage disposal system device or equipment shall be abandoned and the sewage wastes discharged to a sanitary sewer through a properly constructed sewer within three hundred and sixty-five (365) days thereafter.
6. It is further 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 of and from all costs, including reasonable attorney's 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 further legislation, if and to the extent that the City shall continue to supply water, sewer, and other utility services to the affected area, it shall be entitled to charge therefore at such rates as may be prescribed from time to time by the City Council for comparable services outside the City limits. The Owner further covenants and agrees to waive any claim for refund of taxes levied by and paid to the City of Venice on property contained in the affected area for any period 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.

WHEREFORE, the undersigned requests that the City Council accept said proposed addition and annex all such lands and include same within the Corporate limits of the City of Venice, in accordance with the provisions for such action as set forth above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

APAC-Florida, Inc. n/k/a APAC
Southeast, Inc., a Delaware
corporation

Rachel Shuck
Witness

By: David A. Donofrio
Title: Vice - Pres.

Heather Rollins
Witness

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17th day of MAY 2004, by DAVID A. DONOFRIO, of APAC-Southeast, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Susan E. Tharp
Notary Public

(SEAL)



Susan E. Tharp
Commission #DD251133
Expires: Oct 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

1

Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: Same - Attn. Deputy City Clerk ✓

INSTRUMENT # 2004126864
59 PGS

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 2003-29-B**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **MIAMI VALLEY READY MIX, INC., a Florida corporation**, owner(s) of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the city of Venice, pursuant to Chapter 171, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information, including that contained in the attached exhibits, is true and correct to the best of their knowledge and belief.

1. The legal description of the property embraced in this request is:

A parcel of land lying in the E ½ of the SE ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East half a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

Commonly known as 500 Gene Green Road, North Venice, Florida, as shown on Exhibit A, attached hereto and made a part hereof. Totaling 5 ± acres.


2. Said property is contiguous as provided in Florida Statutes 171.031 (11) to the now existing boundaries of the City of Venice as shown on said Exhibit A.
3. All current and past County real estate taxes, as levied against said property are paid.
4. Title to the said property is vested in the undersigned.
5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successor and assigns, that if said lands be incorporated within said City, they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon, and in the event sewer services are not available at the time of annexation whenever an approved sanitary sewer is made available, any individual sewage disposal system device or equipment shall be abandoned and the sewage wastes discharged to a sanitary sewer through a properly constructed sewer within three hundred and sixty-five (365) days thereafter.

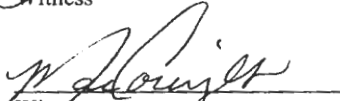
6. It is further agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the Petition for Annexation, the Owner shall and will indemnify and save the City harmless of and from all costs, including reasonable attorney's fees, that may be 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 further legislation, if and to the extent that the City shall continue to supply water, sewer, and other utility services to the affected area, it shall be entitled to charge therefore at such rates as may be prescribed from time to time by the City Council for comparable services outside the City limits. The Owner further covenants and agrees to waive any claim for refund of taxes levied by and paid to the City of Venice on property contained in the affected area for any period 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.

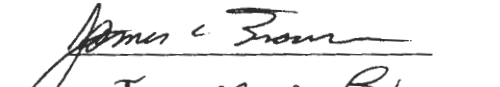
WHEREFORE, the undersigned requests that the City Council accept said proposed addition and annex all such lands and include same within the Corporate limits of the City of Venice, in accordance with the provisions for such action as set forth above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Miami Valley Ready Mix, Inc., a
Florida corporation


Witness


Witness


By: James C. Brown
Title: President

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 12th day of May
2004, by James C. Brown, of Miami Valley Ready Mix, Inc., a Florida
corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ as identification.


Notary Public

(SEAL)



Carolyn C. Shustock
My Commission DD140481
Expires October 18, 2006

Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: Same - Attn. Deputy City Clerk

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 2003-29-C**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **R. GENE SMITH**, owner(s) of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the city of Venice, pursuant to Chapter 171, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information, including that contained in the attached exhibits, is true and correct to the best of their knowledge and belief.

1. The legal description of the property embraced in this request is:

POINT OF BEGINNING, SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East; thence N $01^{\circ} 04' 13''$ W, along the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1338.46 feet; thence N $01^{\circ} 04' 13''$ W, along the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1338.57 feet; thence N $89^{\circ} 24' 53''$ W along the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, a distance of 1327.78 feet; thence N $00^{\circ} 44' 08''$ W along the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, a distance of 1309.28 feet to a line 30 feet South of and parallel to the North line of Section 22; thence S $89^{\circ} 22' 29''$ E along said line 30 feet South of and parallel to the North line of Section 22, a distance of 1410.20 feet to a point on a curve to the right having a radius of 650.00 feet, a central angle of $79^{\circ} 24' 06''$, a tangent length of 539.66 feet, a chord bearing of S $87^{\circ} 26' 01''$ E and a chord length of 830.41 feet; thence along the arc of said curve, an arc length of 900.78 feet to the point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of $32^{\circ} 05' 54''$, a tangent length of 115.07 feet, a chord bearing of S $63^{\circ} 46' 55''$ E and a chord length of 221.17 feet; thence along the arc of said curve, an arc length of 224.09 feet to the end of said curve; thence S $87^{\circ} 42' 39''$ E a distance of 113.14 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of $18^{\circ} 04' 29''$, a tangent length of 63.62 feet, a chord bearing of N $83^{\circ} 15' 06''$ E and a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of $29^{\circ} 51' 47''$, a tangent length of 146.67 feet, a chord bearing of N $89^{\circ} 08' 45''$ E and a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence S $80^{\circ} 52' 01''$ E a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of $35^{\circ} 04' 07''$, a tangent length of 157.98 feet, a chord bearing of N $81^{\circ} 35' 56''$ E and a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 306.03 feet to the point of tangency of said curve; thence N $64^{\circ} 03' 53''$ E, a distance of 411.53 feet to a point on a curve to the right, having a radius of 675.00 feet, a central angle of $20^{\circ} 28' 26''$, a tangent length of

121.90 feet, a chord bearing of N 73° 08' 10" E and a chord length of 239.92 feet; thence along the arc of said curve, an arc length of 241.20 feet to the end of said curve; thence North a distance of 700.00 feet; thence East a distance of 1490.35 feet; thence S 58° 14' 26" E a distance of 1234.91 feet to the West line of the Florida Power and Light electric power transmission easement recorded in O.R. Book 935, Page 547; thence South along the West line of said Florida Power & Light easement, a distance of 5576.72 feet; thence N 89° 03' 59" W along the South line of the SW ¼ of the SE ¼ of Section 23, a distance of 1214.74 feet; thence N 89° 05' 20" W, along the South line of the SW ¼ of Section 23, a distance of 2674.97 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22, a distance of 1351.19 feet to the POINT OF BEGINNING.

EXCEPT:

POINT OF BEGINNING; SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the West line of the SE ¼ of the SE ¼ of Section 22, a distance of 1338.46 feet; thence S 89° 29' 19" E along the North line of the SE ¼ of the SE ¼ of Section 22, a distance of 30.01 feet; thence S 01° 04' 13" E a distance of 1338.44 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22 a distance of 30.01 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East ½ a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Parcel of land lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Point of commencement, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the west line of the SE ¼ of the SE ¼ of Section 22 a distance of 1398.48 feet to the Point of Beginning; thence N 01° 04' 13" W, along the west line of the NE ¼ of the SE ¼ of Section 22 a distance of 1278.44 feet; thence N 01° 04' 13" W, along the west line of the SE ¼ of the NE ¼ of Section 22, a distance of 1338.57 feet; thence N 89° 24' 53" W, along the south line of the NW ¼ of the NE ¼ of Section 22 a distance of 1327.78 feet; thence N 00° 44' 08" W, along the west line of the NW ¼ of the NE ¼ of Section 22 distance of 1309.28 feet; thence S 89° 22' 29" E, a distance of 1120.07 feet; thence S 01° 04' 13" E, a distance of 1108.61 feet; thence S 89° 24' 53" E, a distance of 400.17 feet; thence S 01° 04' 13" E, a distance of 650.27 feet; thence S 89° 24' 53" E, a distance of 500.21 feet; thence S 01° 04' 13" E, a distance of 1765.76 feet; thence S 59° 15' 45" W, a distance of 771.08 feet; thence N 89° 29' 19" W, a distance of 30.01 feet to the Point of Beginning. Parcel contains 3,023,111 square feet or 69.40 acres, more or less.

TOGETHER WITH:

The right to use the Non-Exclusive Easement described in Official Records Book 1084, Page 1584, Public Records of Sarasota County, Florida.

Commonly known as 500 Gene Green Road, North Venice, Florida, as shown on Exhibit A, attached hereto and made a part hereof. Totaling 718 ± acres.

2. Said property is contiguous as provided in Florida Statutes 171.031 (11) to the now existing boundaries of the City of Venice as shown on said Exhibit A.
3. All current and past County real estate taxes, as levied against said property are paid.
4. Title to the said property is vested in the undersigned.
5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successor and assigns, that if said lands be incorporated within said City, they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon, and in the event sewer services are not available at the time of annexation whenever an approved sanitary sewer is made available, any individual sewage disposal system device or equipment shall be abandoned and the sewage wastes discharged to a sanitary sewer through a properly constructed sewer within three hundred and sixty-five (365) days thereafter.
6. It is further 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 of and from all costs, including reasonable attorney's 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 further legislation, if and to the extent that the City shall continue to supply water, sewer, and other utility services to the affected area, it shall be entitled to charge therefore at such rates as may be prescribed from time to time by the City Council for comparable services outside the City limits. The Owner further covenants and agrees to waive any claim for refund of taxes levied by and paid to the City of Venice on property contained in the affected area for any period 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.

WHEREFORE, the undersigned requests that the City Council accept said proposed addition and annex all such lands and include same within the Corporate limits of the City of Venice, in accordance with the provisions for such action as set forth above.

INSTRUMENT # 2004126864
59 PGS

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

R. Gene Smith

Witness

STATE OF Kentucky
COUNTY OF Jefferson

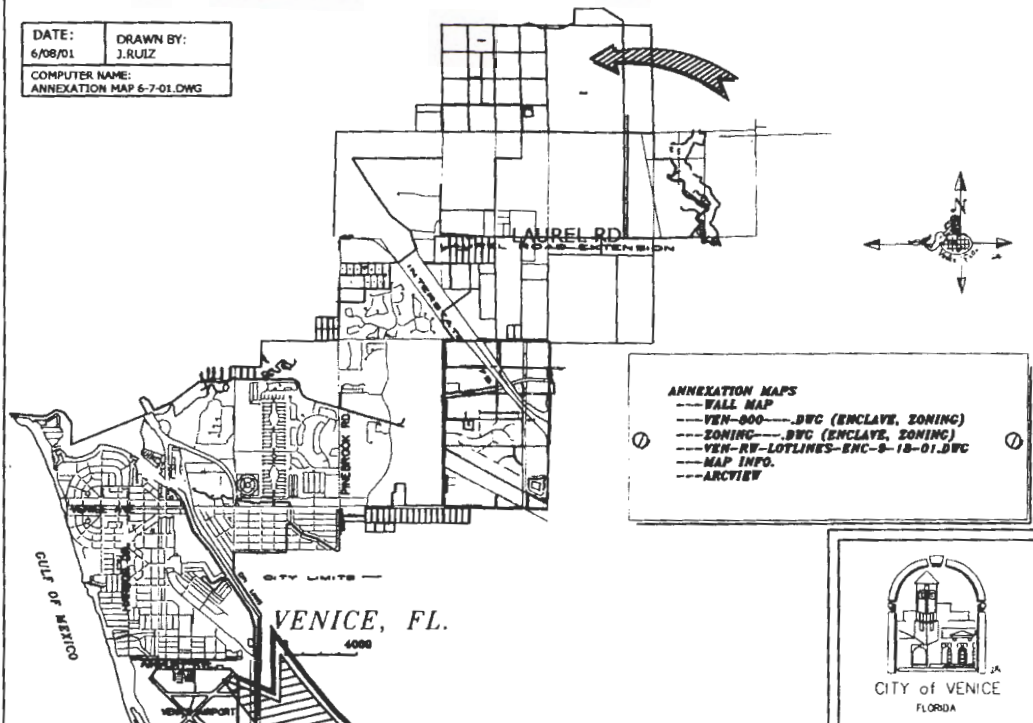
The foregoing instrument was acknowledged before me this 12th day of May,
2004, by R. Gene Smith. He/she is personally known to me or has produced
_____ as identification.

Notary Public

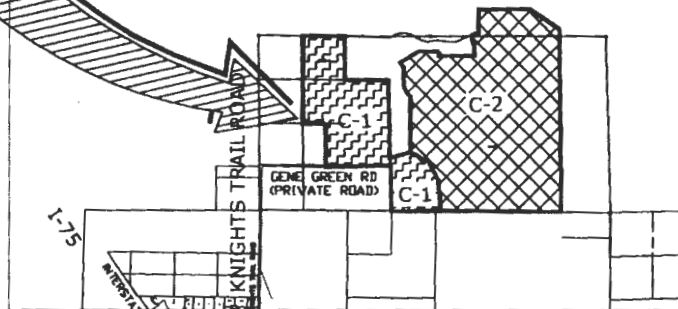
Comm. Expires: 9/24/05



DATE:	DRAWN BY:
6/08/01	J.RUIZ
COMPUTER NAME:	
ANNEXATION MAP 6-7-01.DWG	



PROPERTIES
ANNEXED TO THE
CITY OF
VENICE, FLORIDA



Owner: APAC-Southeast Inc., R. Gene Smith, Miami Valley Ready Mix of FL
Property Address: 500 & 520 Gene Green Road, North Venice, Florida
Legal Description: Metes and Bounds, S22-T38S-R19E
Mailing Address: 240 S. Pineapple Avenue, Sarasota, FL 34236
Ordinance No.: 2004-26
File No.: 2003-29
County Zoning: OUE-1
Date of First Reading: 06/08/04
Date of Final Reading: 06/22/04
Date Mailed: 06/23/04
Parcel ID#: 0350-00-3010, 0352-00-4020, 0365-00-1040, 0365-00-1010, 0365-00-2001,
portions of 0365-00-1030 and 0367-00-1010

PRE-ANNEXATION AGREEMENT

INSTRUMENT # 2004126864
59 PGS

This agreement is made this 8th day of June, 2004, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and MIAMI VALLEY READY MIX OF FLORIDA, INCORPORATED, a Florida Corporation (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately five (5) 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 agree as follows:

- I. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either 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 with a Sarasota County Future Land Use designation of Rural. The Owner (either individually or in conjunction with adjacent landowners whose properties are also within the corporate limits of the City) shall petition the City to amend the City's Comprehensive Plan and rezone the Subject Property to a district or districts under the adopted City of Venice Comprehensive Plan and 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. 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 Owner acknowledges and agrees 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 acknowledges that the City is unable to provide the Subject Property with water and sewer service at this time and hereby waives any entitlement to such service. In the event that the City, at

its sole discretion, decided to extend its water and sewer utility lines adjacent to the Subject Property, and as and when the Owner wishes to commence development of the Subject Property beyond its present uses, 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. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement. 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 and lift stations to the City together with such easements as may be required for access to and maintenance of said lines and appurtenances. Utilities 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. As and when the Owner establishes a connection to the City's water and sewer system, 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. CURRENT USE OF SUBJECT PROPERTY: APPLICABLE STANDARDS AND CONDITIONS.

A. STANDARDS: The Subject Property is currently being utilized as and for

earthmoving; sorting, processing and loading; a concrete batch plant, concrete/cement production and related products; asphalt recycling and other components of asphalt production; temporary and permanent stockpiling; concrete/cement and related products and processing and production; water resource storage and production; stormwater management; and accessory uses. Upon the annexation of the Subject Property into the corporate limits of the City, such uses shall be deemed to be permitted uses for the Subject Property as such term is defined in the City Code of Ordinances.

The Subject Property shall comply with the following standards during any period in which it is being utilized for the permitted uses specified above:

- (i) At the time water and sewer lines becomes available within 100 feet of the Subject Property, the Owner/operator of the concrete batch plant shall connect to the water and sewer lines and install a fire hydrant on site.
- (ii) A three (3) foot hedge and/or wall shall be maintained atop the berm along the length of the western property line. The hedge material shall either be *Eleagnus pungens* (Silverthorn) or *Viburnum odoratissimum* (Sweet Viburnum).
- (iii) Above ground storage tanks shall comply with the requirements of DEP Chapter 62-762, Florida Administrative Code, as may be amended. In addition, storage tanks and piping design should comply with the latest, appropriate American Petroleum Institute (API) design and construction specifications, and sound engineering practices.

B. CONDITIONS:

The Subject Property shall comply with the following condition during any period

in which it is being utilized for the permitted uses specified above:

- (i) The permitted hours of on-site operations and hauling off-site shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday, unless the City grants approval for alternative hours of operation. Annexed hereto as Exhibit "B" is a list of events/circumstances which may necessitate an exception to the required hours of operation. If any of such events/circumstances shall occur or shall be contemplated (i.e., the Owner intends to submit a bid for a project meeting the criteria), Owner may make written application to the City Manager specifying the event/circumstance giving rise to the request, the exception being requested and the probable duration of the exception. Such applications shall not be unreasonably denied or delayed.
- (ii) Emissions of unconfined particulate matter beyond the property boundaries is not permissible, pursuant to Florida Administrative Code Rule No. 17-2.610(3). Control measures shall be employed as necessary to prevent these emissions from every potential source of particulate matter, including unpaved haul roads and grinding/crushing equipment.

7. EXTRAORDINARY MITIGATION FEE EXTRACTION. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of each issuance of a Certificate of Occupancy or each connection to City utility services an extraordinary mitigation fee, in the amount of \$1,662.00 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 "C" 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.

8. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, school, 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. If any new development is contemplated for the Subject Property, the Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement.
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 for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, 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.

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

Approved By City Council

Date: 06-08-04

BY:

Dean Calamaras

Dean Calamaras, Mayor

ATTEST:

Lori Stelzer
Lori Stelzer, City Clerk

APPROVED AS TO FORM:

Robert C. Anderson
Robert C. Anderson, City Attorney



MIAMI VALLEY READY MIX, INC.,
a Florida Corporation, OWNER

BY:

James E. Brown

WITNESSES

John R. McHenry Jr.
W. J. [unclear]

INSTRUMENT # 2004126864
59 PGS

EXHIBIT A

INSTRUMENT # 2004126864
59 PGS

SUBJECT PROPERTY LEGAL DESCRIPTION

A parcel of land lying in the E ½ of the SE ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East half a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

EXHIBIT B

EXCEPTION EVENT/CIRCUMSTANCES

1. Any proposed road construction, road paving or road resurfacing project sponsored by or mandated by any federal, state or local governmental agency, which would be facilitated by or the specifications for which require, work to be performed in other than normal business hours.
2. Any construction project located in southwest Florida of demonstrable public or economic significance.

EXHIBIT C

EXTRAORDINARY MITIGATION FEE EXTRACTION

The extraordinary mitigation fee payments provided for in paragraph 7 above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

14

PRE-ANNEXATION AGREEMENT

This agreement is made this 8th day of June, 2004, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as the "City") and APAC-SOUTHEAST, INCORPORATED, a Florida Corporation (hereinafter referred to as the "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately 182 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 agree as follows:

1. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either 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 with a Sarasota County Future Land Use designation of Rural. The Owner (either individually or in conjunction with adjacent landowners whose properties are also within the corporate limits of the City) shall petition the City to amend the City's Comprehensive Plan and rezone the Subject Property to a district or districts under the adopted City of Venice Comprehensive Plan and 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. 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 Owner acknowledges and agrees 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 acknowledges that the City is unable to provide the Subject Property with water and sewer service at this time and hereby waives any entitlement to such service. In the event that the City, at

its sole discretion, decided to extend its water and sewer utility lines adjacent to the Subject Property, and as and when the Owner wishes to commence development of the Subject Property beyond its present uses, 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. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement. 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 and lift stations to the City together with such easements as may be required for access to and maintenance of said lines and appurtenances. Utilities 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. As and when the Owner establishes a connection to the City's water and sewer system, 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. CURRENT USE OF SUBJECT PROPERTY: APPLICABLE STANDARDS AND CONDITIONS.

A. STANDARDS: The Subject Property is currently being utilized as and for the

production and manufacture of asphalt and related products; earthmoving; including mining, material extraction, sorting, processing and loading; asphalt recycling and other components of asphalt production; temporary and permanent stockpiling of components of asphalt production; concrete/cement and related products production and processing; water resource storage and production; stormwater management; native habitat preservation/mitigation; and accessory uses. Upon the annexation of the Subject Property into the corporate limits of the City, such uses shall be deemed to be permitted uses for the Subject Property as such term is defined in the City Code of Ordinances.

The Subject Property shall comply with the following standards during any period in which it is being utilized for the permitted uses specified above:

- (i) Recycling facilities and activities shall be limited to those materials needed for the purpose of manufacturing asphalt.
- (ii) A 50 foot vegetative buffer shall be retained between Gene Green Road and the asphalt plant and supplemented as necessary with oaks and wax myrtles.
- (iii) Above ground storage tanks shall comply with the requirements of DEP Chapter 62-762, Florida Administrative Code, as may be amended. In addition, storage tanks and piping design should comply with the latest, appropriate American Petroleum Institute (API) design and construction specifications, and sound engineering practices.

B. CONDITIONS: The Subject Property shall comply with the following conditions during any period in which it is being utilized for the permitted uses specified above:

- (i) No organic material shall be buried or stockpiled on-site unless specifically approved by the City.
- (ii) The permitted hours of on-site operations and hauling off-site shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday, unless the City grants approval for alternative hours of operation. Annexed hereto as Exhibit "B" is a list of events/circumstances which may necessitate an exception to the required hours of operation. If any of such events/circumstances shall occur or shall be contemplated (i.e., the Owner intends to submit a bid for a project meeting the criteria), Owner may make written application to the City Manager specifying the event/circumstance giving rise to the request, the exception being requested and the probable duration of the exception. Such applications shall not be unreasonably denied or delayed.
- (iii) No earthmoving shall encroach into the setbacks shown on the master excavation plan, including a minimum fifty-foot setback from the Cow Pen Slough Canal.
- (iv) The pine flatwoods covered by the preservation easement shall be managed in accordance with the existing resource management plan, attached as Exhibit "C" to this agreement.
- (v) All dewatering shall be done in an approved manner (settling basin, filter screen, hay bales) to prevent transport of sediment off site. Receiving waters shall not exceed a turbidity level of 29 NTS's above background. Water from processing and dewatering operations shall not be discharged directly into wetlands, unless approved by the appropriate State and

Federal Agencies.

- (vi) Disturbed ground surfaces shall be stabilized with vegetation upon completion of excavation.
- (vii) Emissions of unconfined particulate matter beyond the property boundaries is not permissible, pursuant to Florida Administrative Code Rule No. 17-2.610(3). Control measures shall be employed as necessary to prevent these emissions from every potential source of particulate matter, including unpaved haul roads, active excavation area, and grinding/crushing equipment.
- (viii) A road performance and maintenance bond, in the amount of \$10,000.00 issued for the benefit of Sarasota County shall remain in effect for the duration of the earthmoving activities associated with the current operation. The existing asphalt apron on Gene Green Road at the intersection of Knight's Trail Road shall be maintained by the Owner and other parties having easement rights to such parcel. Sarasota County shall have the sole discretion of using the road performance and maintenance bond provided by the Owner and held by Sarasota County, to repair damage arising from Owner's hauling activities should the Owner fail to mitigate impacts.
- (x) Upon the completion of excavation activities on the Subject Property, all side slopes shall be stabilized with vegetation and shall be no steeper than 4:1, to a depth of 2 feet below the control water level.

7. EXTRAORDINARY MITIGATION FEE EXTRACTION. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of

each issuance of a Certificate of Occupancy or each connection to City utility services an extraordinary mitigation fee, in the amount of \$1,662.00 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 "D" 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.

8. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, school, 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. If any new development is contemplated for the Subject Property, the Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement.
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 for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, 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.
18. 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.

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

Approved By City Council

Date: 06-08-04

CITY OF VENICE, FLORIDA

BY: Dean Calamaras
Dean Calamaras, Mayor

ATTEST:

Lori Stelzer
Lori Stelzer, City Clerk

APPROVED AS TO FORM:

Robert C. Anderson
Robert C. Anderson, City Attorney



APAC-FLORIDA, INC. n/k/a APAC
Southeast, Inc., a Delaware corporation,
OWNER

WITNESSES

Rachel Smith
Heather Rollins

BY: David A. Donofrio

EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida.

Also:

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida.

Also:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; LESS the South 60 feet of the West half of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Also:

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; LESS the South 60 feet thereof.

EXHIBIT B

EXCEPTION EVENT/CIRCUMSTANCES

1. Any proposed road construction, road paving or road resurfacing project sponsored by or mandated by any federal, state or local governmental agency, which would be facilitated by or the specifications for which require, work to be performed in other than normal business hours.
2. Any construction project located in southwest Florida of demonstrable public or economic significance.

EXHIBIT C

APAC UPLAND HABITAT PRESERVE RESOURCE MANAGEMENT PLAN

This proposed ±9.0 acre upland habitat preserve was established by APAC as part of the County's requirement for littoral zone habitat pursuant to Section 4.G. of Ordinance No. 81-60 as amended. The function of this preserved habitat is to maintain, protect and enhance the native community and wildlife resources on the development site. Access to the preserved area will be limited as a result of the isolated location of this parcel. Signage will be posted around the perimeter of this preserve habitat identifying the area as a preserve. Hunting will be strictly prohibited in this preserve.

APAC will use controlled burns or mechanical clearing (i.e., roller chopping or mowing) scheduled every five years as the land management tool to maintain the pine flatwoods habitat in the preserve. The surrounding borrow pit operations should not be affected by these activities given the small size of the preserve area. By burning this habitat under selected weather conditions little or no negative effect is expected on surrounding properties. Fire is a frequent event that occurs naturally throughout Florida. Burns stimulate growth and reproduction of some species and aid in the control of nuisance and exotic species. Mechanical clearing provides many of the same benefits.

The preserve are has existing trails to the north and east that are sufficiently wide enough to act as fire breaks. The timing of the burns will be coordinated by a qualified burn scientist and all burns will be supervised by the Division of Forestry. Summer burns will be utilized whenever possible, however the timing of the burns will be left to the discretion of the authority managing the preserve. The summer burns tend to be less intense and the adjacent wetlands would be hydrated which would help to contain the fire in the forested uplands.

EXHIBIT D

EXTRAORDINARY MITIGATION FEE EXTRACTION

The extraordinary mitigation fee payments provided for in paragraph 7 above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

17

PRE-ANNEXATION AGREEMENT

This agreement is made this 24th day of June, 2004, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as the "City") and R. GENE SMITH (hereinafter referred to as the "Owner").

WHEREAS, the Owner owns two parcels of land comprising approximately 648 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 agree as follows:

1. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either 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 with a Sarasota County Future Land Use designation of Rural. The Owner (either individually

or in conjunction with adjacent landowners whose properties are also within the corporate limits of the City) shall petition the City to amend the City's Comprehensive Plan and rezone the Subject Property to a district or districts under the adopted City of Venice Comprehensive Plan and 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. 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 Owner acknowledges and agrees 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 acknowledges that the City is unable to provide the Subject Property with water and sewer service at this time and hereby waives any entitlement to such service. In the event that the City, at its sole discretion, decided to extend its water and sewer utility lines adjacent to the

Subject Property, and as and when the Owner wishes to commence development of the Subject Property beyond its present uses, the Owner shall, if the City requires connection of such additional development to central water and sewer services, 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. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement. 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 and lift stations to the City together with such easements as may be required for access to and maintenance of said lines and appurtenances. Utilities 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. As and when the Owner establishes a connection to the City's water and sewer system, 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. CURRENT USE OF SUBJECT PROPERTY: APPLICABLE STANDARDS AND CONDITIONS.

A. STANDARDS: The Subject Property is currently being utilized as and for earthmoving; including mining, material extraction, sorting, processing and loading; asphalt recycling and other components of asphalt production; temporary and permanent stockpiling; concrete/cement and related products production and processing; water resource storage and production; stormwater management; native habitat preservation/mitigation; and accessory uses. Upon the annexation of the Subject Property into the corporate limits of the City, such uses shall be deemed to be permitted uses for the Subject Property as such term is defined in the City Code of Ordinances. The Subject Property shall comply with the following standards during any period in which it is being utilized for the permitted uses specified above:

- (i) Site structures, utilities, petroleum-based product storage tanks, and material storage areas shall be designed and constructed with consideration of a 100-year Myakka River Flood elevation of 15.5 foot NGVD to prevent potential damages from flooding, and to prevent potential pollution of flood waters and ground water resources.
- (ii) Above ground storage tanks shall comply with the requirements of DEP Chapter 62-762, Florida Administrative Code, as may be amended. In addition, storage tanks and piping design should comply with the latest, appropriate American Petroleum Institute (API) design and construction specifications, and sound engineering practices.

B. CONDITIONS: The Subject Property shall comply with the following standards during any period in which it is being utilized for the permitted uses specified above:

- (i) The stockpiling and recycling on the subject parcel shall be limited to

concrete, asphalt, vegetative landscaping material and other aggregate products produced on the Subject Property.

- (ii) No organic material shall be buried on-site unless specifically approved by the City.
- (iii) The permitted hours of on-site operations and hauling off-site shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday, unless the City grants approval for alternative hours of operation. Annexed hereto as Exhibit "B" is a list of events/circumstances which may necessitate an exception to the required hours of operation. If any of such events/circumstances shall occur or shall be contemplated (i.e., the Owner intends to submit a bid for a project meeting the criteria), Owner may make written application to the City Manager specifying the event/circumstance giving rise to the request, the exception being requested and the probable duration of the exception. Such applications shall not be unreasonably denied or delayed.
- (iv) All dewatering shall be done in an approved manner (settling basin, filter screen, hay bales) to prevent transport of sediment off site. Receiving waters shall not exceed a turbidity level of 29 NTS's above background. Water from processing and dewatering operations shall not be discharged directly into wetlands, unless approved by the appropriate State and Federal Agencies.
- (v) Disturbed ground surfaces shall be stabilized with vegetation upon completion of excavation.

- (vi) Emissions of unconfined particulate matter beyond the commercial pit property boundaries is not permissible, pursuant to Florida Administrative Code Rule No. 17-2.610(3). Control measures shall be employed as necessary to prevent these emissions from every potential source of particulate matter, including unpaved haul roads, active excavation area, and grinding/crushing equipment.
- (vii) No overburden shall be placed on an easement held by Mrs. Alexander B. King or her successors to ensure continued vehicular access.
- (xiii) A road performance and maintenance bond, in the amount of \$10,000.00 issued for the benefit of Sarasota County shall remain in effect for the duration of the earthmoving activities associated with the commercial borrow pit operation. The existing asphalt apron on Gene Green Road at the intersection of Knight's Trail Road shall be maintained by the Owner and other parties having easement rights to such parcel. Sarasota County shall have the sole discretion of using the road performance and maintenance bond provided by the Owner and held by Sarasota County, to repair damage arising from Owner's hauling activities should the Owner fail to mitigate impacts.
- (x) Upon the completion of excavation activities on the Subject Property, all side slopes shall be stabilized with vegetation and shall be no steeper than 4:1, to a depth of 2 feet below the control water level.

7. EXTRAORDINARY MITIGATION FEE EXTRACTION. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of

each issuance of a Certificate of Occupancy or each connection to City utility services an extraordinary mitigation fee, in the amount of \$1,662.00 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 "C" 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.

8. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, school, 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. If any new development is contemplated for the Subject Property, the Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City. Any development which equates to a utility demand of 1 equivalent dwelling unit or less shall not be subject to the foregoing requirement.
10. LAND DEDICATION. The Owner agrees, on or before _____, 2011, or at such earlier time as the Owner has terminated its excavation activities on all of the Subject Property, to transfer and convey to the City a 5 acre parcel of land at the general location and in the general configuration shown on Exhibit "D" hereof. Exhibit "D" describes a 10 acre parcel and it is agreed that the property to be conveyed to the City shall (a) be contained within the confines of the 10 acre parcel described on Exhibit "D"

and (ii) shall be as regularly shaped as possible. Conveyance shall be by warranty deed, free and clear of all liens and encumbrances. At the time of dedication, the Owner shall grant to the City a perpetual, non-exclusive, 25 foot vehicular easement from Gene Green Road over and through the Subject Property to the City's parcel. At any time subsequent to the conveyance of the City's parcel, the Owner shall have the right to relocate the granted easement to facilitate the Owner's use and development of the property surrounding the City's parcel. Any such relocation shall be subject to the City's approval which shall be granted so long as the substitute easement shall provide the City with reasonably direct access from Gene Green Road to the City's parcel. The dedicated parcel will be used by the City solely for water storage and related uses. At such time as the dedicated parcel is conveyed to the City, it shall contain, within the confines of the 5 acre parcel: (i) a minimum of 4 acres of excavation to a depth of not less than 10 feet below natural grade; (ii) perimeter berms with a minimum elevation of 15.0 NGVD; and (iii) a side slope of not less than 4:1.

11. 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.
12. INDEMNITY. It is agreed that if the City shall accept and include the Subject Property 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 for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, 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.

13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.

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

Approved By City Council

Date: 6-5-04

CITY OF VENICE, FLORIDA

BY: Dean Calamaras
Dean Calamaras, Mayor

ATTEST:

Gori Stelzer
Lori Stelzer, City Clerk

APPROVED AS TO FORM:

Robert C. Anderson
Robert C. Anderson, City Attorney

WITNESSES

Angela Criscillis
[Signature]

R, Gene Smith, OWNER

[Signature]



EXHIBIT A**INSTRUMENT # 2004126864**
59 PGS**LEGAL DESCRIPTION**

POINT OF BEGINNING, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the West line of the SE ¼ of the SE ¼ of Section 22, a distance of 1338.46 feet; thence N 01° 04' 13" W, along the West line of the NE ¼ of the SE ¼ of Section 22, a distance of 1338.57 feet; thence N 89° 24' 53" W along the South line of the NW ¼ of the NE ¼ of Section 22, a distance of 1327.78 feet; thence N 00° 44' 08" W along the West line of the NW ¼ of the NE ¼ of Section 22, a distance of 1309.28 feet to a line 30 feet South of and parallel to the North line of Section 22; thence S 89° 22' 29" E along said line 30 feet South of and parallel to the North line of Section 22, a distance of 1410.20 feet to a point on a curve to the right having a radius of 650.00 feet, a central angle of 79° 24' 06", a tangent length of 539.66 feet, a chord bearing of S 87° 26' 01" E and a chord length of 830.41 feet; thence along the arc of said curve, an arc length of 900.78 feet to the point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 32° 05' 54", a tangent length of 115.07 feet, a chord bearing of S 63° 46' 55" E and a chord length of 221.17 feet; thence along the arc of said curve, an arc length of 224.09 feet to the end of said curve; thence S 87° 42' 39" E a distance of 113.14 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 18° 04' 29", a tangent length of 63.62 feet, a chord bearing of N 83° 15' 06" E and a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of 29° 51' 47", a tangent length of 146.67 feet, a chord bearing of N 89° 08' 45" E and a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence S 80° 52' 01" E a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 35° 04' 07", a tangent length of 157.98 feet, a chord bearing of N 81° 35' 56" E and a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 306.03 feet to the point of tangency of said curve; thence N 64° 03' 53" E, a distance of 411.53 feet to a point on a curve to the right, having a radius of 675.00 feet, a central angle of 20° 28' 26", a tangent length of 121.90 feet, a chord bearing of N 73° 08' 10" E and a chord length of 239.92 feet; thence along the arc of said curve, an arc length of 241.20 feet to the end of said curve; thence North a distance of 700.00 feet; thence East a distance of 1490.35 feet; thence S 58° 14' 26" E a distance of 1234.91 feet to the West line of the Florida Power and Light electric power transmission easement recorded in O.R. Book 935, Page 547; thence South along the West line of said Florida Power & Light easement, a distance of 5576.72 feet; thence N 89° 03' 59" W along the South line of the SW ¼ of the SE ¼ of Section 23, a distance of 1214.74 feet; thence N 89° 05' 20" W, along the South line of the SW ¼ of Section 23, a distance of 2674.97 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22, a distance of 1351.19 feet to the POINT OF BEGINNING.

EXCEPT:

POINT OF BEGINNING; SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the West line of the SE ¼ of the SE ¼

of Section 22, a distance of 1338.46 feet; thence S 89° 29' 19" E along the North line of the SE ¼ of the SE ¼ of Section 22, a distance of 30.01 feet; thence S 01° 04' 13" E a distance of 1338.44 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22 a distance of 30.01 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East ½ a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Parcel of land lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Point of commencement, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the west line of the SE ¼ of the SE ¼ of Section 22 a distance of 1398.48 feet to the Point of Beginning; thence N 01° 04' 13" W, along the west line of the NE ¼ of the SE ¼ of Section 22 a distance of 1278.44 feet; thence N 01° 04' 13" W, along the west line of the SE ¼ of the NE ¼ of Section 22, a distance of 1338.57 feet; thence N 89° 24' 53" W, along the south line of the NW ¼ of the NE ¼ of Section 22 a distance of 1327.78 feet; thence N 00° 44' 08" W, along the west line of the NW ¼ of the NE ¼ of Section 22 distance of 1309.28 feet; thence S 89° 22' 29" E, a distance of 1120.07 feet; thence S 01° 04' 13" E, a distance of 1108.61 feet; thence S 89° 24' 53" E, a distance of 400.17 feet; thence S 01° 04' 13" E, a distance of 650.27 feet; thence S 89° 24' 53" E, a distance of 500.21 feet; thence S 01° 04' 13" E, a distance of 1765.76 feet; thence S 59° 15' 45" W, a distance of 771.08 feet; thence N 89° 29' 19" W, a distance of 30.01 feet to the Point of Beginning. Parcel contains 3,023,111 square feet or 69.40 acres, more or less.

TOGETHER WITH:

The right to use the Non-Exclusive Easement described in Official Records Book 1084, Page 1584, Public Records of Sarasota County, Florida.

EXHIBIT B

EXCEPTION EVENT/CIRCUMSTANCES

1. Any proposed road construction, road paving or road resurfacing project sponsored by or mandated by any federal, state or local governmental agency, which would be facilitated by or the specifications for which require, work to be performed in other than normal business hours.
2. Any construction project located in southwest Florida of demonstrable public or economic significance.

EXHIBIT C**EXTRAORDINARY MITIGATION FEE EXTRACTION**

The extraordinary mitigation fee payments provided for in paragraph 7 above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

INSTRUMENT # 2004126864
59 PGS

EXHIBIT D

IDENTIFICATION OF DEDICATION PARCEL/ EASEMENT

SKETCH OF DESCRIPTION
**VENICE MINERALS ANNEXATION
 PARCEL "E"**

SHEET 1 OF 2

INSTRUMENT # 2004126864
 59 PGS

DESCRIPTION:

A part of Sections 22 and 23, Township 38 South, Range 19 East, Sarasota County, Florida, described as follows:

BEGIN at the Southeast corner of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; thence N.89°49'49"W., along the South line of said Section 22, a distance of 793.25 feet; thence N.00°10'11"E., perpendicular to said South line of Section 22, a distance of 435.60 feet; thence S.89°49'49"E., parallel with said South line of Section 22, a distance of 794.96 feet; thence S.89°22'51"E., parallel with the South line of Section 23, Township 38 South, Range 19 East, Sarasota County, Florida, a distance of 205.05 feet; thence S.00°10'11"W., a distance of 435.61 feet to the South line of said Section 23; thence N.89°22'51"W., along said South line of Section 23, a distance of 206.76 feet to the POINT OF BEGINNING.

Parcel contains 10.0001 Acres more or less.

Together with a non-exclusive access easement over and across the following described lands:


The West 55 feet of the South 60 feet of the Northwest Quarter of the Southwest Quarter of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida.

ALSO

The East 25 feet of the West 55 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida.

AND ALSO

The South 25 feet of the East 525 feet of the West 535 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida.


 Randall E. Britt, Professional Land Surveyor
 Florida Certification Number 3979
 Note: Not Valid Unless Imprinted With Embossed Seal

PREPARED FOR:
 VENICE MINERALS

DATE: 5/4/04
 JOB NUMBER: 02-10-31 B



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6838
 606 Cypress Avenue Venice Florida 34285
 Telephone: (941) 493-1396 Fax: (941) 484-5768
 Email: bsi@brittsurveying.com

INSTRUMENT # 2004126864
59 PGS

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. The description shown hereon, has been prepared for this sketch.
3. The information shown hereon has been derived from information shown on overall boundary survey prepared by Britt Surveying, Inc.
4. The bearings shown hereon are based on an assumed meridian. The South line of Section 22 as having a bearing of S.89°49'49"E.

DATE: 5/4/04
JOB NUMBER: 02-10-31 B



LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 606 Cypress Avenue Venice Florida 34285
 Telephone: (941) 493-1396 Fax: (941) 484-5766
 Email: bsi@brittsurveying.com

Prepared by: City of Venice, 401 W. Venice Ave.
Venice, Florida 34285
Return to: Same - Attn Deputy City Clerk

INSTRUMENT # 2004126864
59 PGS

ORDINANCE NO. 2004-26

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, AS PETITIONED BY APAC-FLORIDA, INC. N/K/A APAC-SOUTHEAST, INC., A DELAWARE CORPORATION, MIAMI VALLEY READY MIX OF FLORIDA INC., A FLORIDA CORPORATION, AND R. GENE SMITH, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS.

WHEREAS, The City Council of the City of Venice, Florida received sworn Petitions from APAC-Florida, Inc. N/K/A APAC-Southeast, Inc. a Delaware corporation, dated May 17, 2004, Miami Valley Ready Mix of Florida, Inc., a Florida corporation, dated May 12, 2004 and R. Gene Smith, dated May 12, 2004, requesting the city to annex a certain parcel of real estate herein described, owned by APAC-Florida, Inc. N/K/A APAC-Southeast, Inc. a Delaware corporation, Miami Valley Ready Mix of Florida, Inc., a Florida corporation and R. Gene Smith, into the corporate limits of the City of Venice, Florida.

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

SECTION 1. After its evaluation of all evidence presented, and in reliance upon representations made by APAC-Florida, Inc. N/K/A APAC-Southeast, Inc. a Delaware corporation, Miami Valley Ready Mix of Florida, Inc., a Florida corporation and R. Gene Smith, in said petitions, the City of Venice, acting by and through its City Council by the authority and under the provisions of the Municipal Charter of the city of Venice, and the laws of Florida, hereby annexes into the corporate limits of the City of Venice, Florida, and redefines the boundary lines of said city so as to include the following described parcels of real property in Sarasota County, Florida:

The legal description of the properties embraced in this request are:

Parcel A: The NW ¼ of the SE ¼ and the SW ¼ of the NE ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida. **ALSO:** The NE ¼ of the NW ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida. **ALSO:** The SE ¼ of the NW ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; **LESS** the South 60 feet of the West half of said SE ¼ of the NW ¼. **ALSO:** The E ½ of the NE ¼ of the SW ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; **LESS** the South 60 feet thereof.

Commonly known as 520 Gene Green Road, North Venice, Florida. Totaling 184 ± acres.

Parcel B: A parcel of land lying in the E ½ of the SE ¼ of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East half a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet;

thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

Commonly known as 500 Gene Green Road, North Venice, Florida. Totaling 5 ± acres.

Parcel C: POINT OF BEGINNING, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the West line of the SE ¼ of the SE ¼ of Section 22, a distance of 1338.46 feet; thence N 01° 04' 13" W, along the West line of the NE ¼ of the SE ¼ of Section 22, a distance of 1338.46 feet; thence N 01° 04' 13" W along the West line of the SE ¼ of Section 22 a distance of 1338.57 feet; thence N 89° 24' 53" W along the South line of the NW ¼ of the NE ¼ of Section 22, a distance of 1327.78 feet; thence N 00° 44' 08" W along the West line of the NW ¼ of the NE ¼ of Section 22, a distance of 1309.28 feet to a line 30 feet South of and parallel to the North line of Section 22; thence S 89° 22' 29" E along said line 30 feet South of and parallel to the North line of Section 22, a distance of 1410.20 feet to a point on a curve to the right having a radius of 650.00 feet, a central angle of 79° 24' 06", a tangent length of 539.66 feet, a chord bearing of S 87° 26' 01" E and a chord length of 830.41 feet; thence along the arc of said curve, an arc length of 900.78 feet to the point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 32° 05' 54", a tangent length of 115.07 feet, a chord bearing of S 63° 46' 55" E and a chord length of 221.17 feet; thence along the arc of said curve, an arc length of 224.09 feet to the end of said curve; thence S 87° 42' 39" E a distance of 113.14 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 18° 04' 29", a tangent length of 63.62 feet, a chord bearing of N 83° 15' 06" E and a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of 29° 51' 47", a tangent length of 146.67 feet, a chord bearing of N 89° 08' 45" E and a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence S 80° 52' 01" E a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 35° 04' 07", a tangent length of 157.98 feet, a chord bearing of N 81° 35' 56" E and a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 306.03 feet to the point of tangency of said curve; thence N 64° 03' 53" E, a distance of 411.53 feet to a point on a curve to the right, having a radius of 675.00 feet, a central angle of 20° 28' 26", a tangent length of 121.90 feet, a chord bearing of N 73° 08' 10" E and a chord length of 239.92 feet; thence along the arc of said curve, an arc length of 241.20 feet to the end of said curve; thence North a distance of 700.00 feet; thence East a distance of 1490.35 feet; thence S 58° 14' 26" E a distance of 1234.91 feet to the West line of the Florida Power and Light electric power transmission easement recorded in O.R. Book 935, Page 547; thence South along the West line of said Florida Power & Light easement, a distance of 5576.72 feet; thence N 89° 03' 59" W along the South line of the SW ¼ of the SE ¼ of Section 23, a distance of 1214.74 feet; thence N 89° 05' 20" W, along the South line of the SW ¼ of Section 23, a distance of 2674.97 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22, a distance of 1351.19 feet to the POINT OF BEGINNING.

EXCEPT:

POINT OF BEGINNING; SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the West line of the SE ¼ of the SE ¼ of Section 22, a distance of 1338.46 feet; thence S 89° 29' 19" E along the North line of the SE ¼ of the SE ¼ of Section 22, a distance of 30.01 feet; thence S 01° 04' 13" E a distance of 1338.44 feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22 a distance of 30.01 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East ½ a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Parcel of land lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Point of commencement, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the west line of the SE ¼ of the SE ¼ of Section 22 a distance of 1398.48 feet to the Point of Beginning; thence N 01° 04' 13" W, along the west line of the NE ¼ of the SE ¼ of Section 22 a distance of 1278.44 feet; thence N 01° 04' 13" W, along the west line of the SE ¼ of the NE ¼ of Section 22, a distance of 1338.57 feet; thence N 89° 24' 53" W, along the south line of the NW ¼ of the NE ¼ of Section 22 a distance of 1327.78 feet; thence N 00° 44' 08" W, along the west line of the NW ¼ of the NE ¼ of Section 22 distance of 1309.28 feet; thence S 89° 22' 29" E, a distance of 1120.07 feet; thence S 01° 04' 13" E, a distance of 1108.61 feet; thence S 89° 24' 53" E, a distance of 400.17 feet; thence S 01° 04' 13" E, a distance of 650.27 feet; thence S 89° 24' 53" E, a distance of 500.21 feet; thence S 01° 04' 13" E, a distance of 1765.76 feet; thence S 59° 15' 45" W, a distance of 771.08 feet; thence N 89° 29' 19" W, a distance of 30.01 feet to the Point of Beginning. Parcel contains 3,023,111 square feet or 69.40 acres, more or less.

TOGETHER WITH:

The right to use the Non-Exclusive Easement described in Official Records Book 1084, Page 1584, Public Records of Sarasota County, Florida.

Commonly known as 500 Gene Green Road, North Venice, Florida. Totaling 718 ± acres.

SECTION 2. The City Council hereby formally and according to law accepts the dedication of all easements, streets, parks, plazas, rights-of-way and other dedications to the public which have heretofore been made by plat, deed or user within the area so annexed.

SECTION 3. That the proper city officials of said City of Venice be, and they hereby are, authorized and directed to file with the Clerk of the Circuit Court of Sarasota County, Florida, a certified copy of this Ordinance, and to do and perform such other acts and things as may be necessary and proper to effectuate the true intent of this Ordinance. The pre-annexation agreements are incorporated into this Ordinance and are made a part thereof.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall take effect immediately upon its adoption as provided by law, except that as to Parcel C this Ordinance shall take effect as hereinafter provided. Sarasota County and the Owner of the Parcel C are engaged in negotiations that may result in a portion of the Parcel C, comprised of approximately 554 acres, being acquired by Sarasota County. For purposes of this section of the Ordinance Parcel C has been divided into Parcel C-1 and Parcel C-2. Together Parcel C-1 and Parcel C-2 comprise the

entire Parcel C that is the subject of the annexation Ordinance.

(1) Parcel C-1, as described in the attached Exhibit "A" hereto, is not the subject of acquisition negotiations. The effective date of the annexation of Parcel C-1 shall be the date of adoption of this Ordinance.

(2) Parcel C-2, as described in the attached Exhibit "B" hereto, is the subject of acquisition negotiations between the Owner of Parcel C and Sarasota County. The effective date of the annexation of Parcel C-2 shall be November 1, 2004 or upon such earlier date that the County notifies the City that (a) negotiations to acquire Parcel C-2 have terminated, or (b) the County has terminated any contract with the owner of Parcel C prior to closing. In the event that Parcel C-2 is acquired by Sarasota County prior to November 1, 2004, unless the notice specified above is given, then Parcel C-2 shall remain in unincorporated Sarasota County without further action by the Venice City Council and Parcel C-2 shall not be deemed to have been annexed into the municipal boundaries of the City of Venice.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 22ND DAY OF JUNE, 2004.

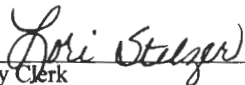
First Reading: June 8, 2004

Final Reading: June 22, 2004

ADOPTION: June 22, 2004


Dean Calamaras, Mayor

ATTEST:


City Clerk

I, LORI STELZER, 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 Venice City Council, at a meeting thereof duly convened and held on the 22nd day of June, 2004, a quorum being present.

WITNESS my hand and the official seal of said City this 23rd day of June, 2004.


Lori Stelzer, CMC, City Clerk

Approved as to form:

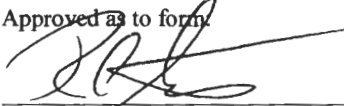

City Attorney



Exhibit A
Legal Description of Parcel C-1

POINT OF BEGINNING, SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East; thence N $01^{\circ} 04' 13''$ W, along the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1338.46 feet; thence N $01^{\circ} 04' 13''$ W, along the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1338.57 feet; thence N $89^{\circ} 24' 53''$ W along the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, a distance of 1327.78 feet; thence N $00^{\circ} 44' 08''$ W along the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, a distance of 1309.28 feet to a line 30 feet South of and parallel to the North line of Section 22; thence S $89^{\circ} 22' 29''$ E along said line 30 feet South of and parallel to the North line of Section 22, a distance of 1410.20 feet to a point on a curve to the right having a radius of 650.00 feet, a central angle of $79^{\circ} 24' 06''$, a tangent length of 539.66 feet, a chord bearing of S $87^{\circ} 26' 01''$ E and a chord length of 830.41 feet; thence along the arc of said curve, an arc length of 900.78 feet to the point of reverse curvature of a curve to the left, having a radius of 400.00 feet, a central angle of $32^{\circ} 05' 54''$, a tangent length of 115.07 feet, a chord bearing of S $63^{\circ} 46' 55''$ E and a chord length of 221.17 feet; thence along the arc of said curve, an arc length of 224.09 feet to the end of said curve; thence S $87^{\circ} 42' 39''$ E a distance of 113.14 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of $18^{\circ} 04' 29''$, a tangent length of 63.62 feet, a chord bearing of N $83^{\circ} 15' 06''$ E and a chord length of 125.66 feet; thence along the arc of said curve an arc length of 126.18 feet to the point of reverse curvature of a curve to the right, having a radius of 550.00 feet, a central angle of $29^{\circ} 51' 47''$, a tangent length of 146.67 feet, a chord bearing of N $89^{\circ} 08' 45''$ E and a chord length of 283.43 feet; thence along the arc of said curve, an arc length of 286.66 feet to the end of said curve; thence S $80^{\circ} 52' 01''$ E a distance of 265.81 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of $35^{\circ} 04' 07''$, a tangent length of 157.98 feet, a chord bearing of N $81^{\circ} 35' 56''$ E and a chord length of 301.28 feet; thence along the arc of said curve, an arc length of 306.03 feet to the point of tangency of said curve; thence N $64^{\circ} 03' 53''$ E, a distance of 411.53 feet to a point on a curve to the right, having a radius of 675.00 feet, a central angle of $20^{\circ} 28' 26''$, a tangent length of 121.90 feet, a chord bearing of N $73^{\circ} 08' 10''$ E and a chord length of 239.92 feet; thence along the arc of said curve, an arc length of 241.20 feet to the end of said curve; thence North a distance of 700.00 feet; thence East a distance of 1490.35 feet; thence S $58^{\circ} 14' 26''$ E a distance of 1234.91 feet to the West line of the Florida Power and Light electric power transmission easement recorded in O.R. Book 935, Page 547; thence South along the West line of said Florida Power & Light easement, a distance of 5576.72 feet; thence N $89^{\circ} 03' 59''$ W along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, a distance of 1214.74 feet; thence N $89^{\circ} 05' 20''$ W, along the South line of the SW $\frac{1}{4}$ of Section 23, a distance of 2674.97 feet; thence N $89^{\circ} 31' 21''$ W along the South line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1351.19 feet to the POINT OF BEGINNING.

EXCEPT:

POINT OF BEGINNING; SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 38 South, Range 19 East; thence N $01^{\circ} 04' 13''$ W, along the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 1338.46 feet; thence S $89^{\circ} 29' 19''$ E along the North line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, a distance of 30.01 feet; thence S $01^{\circ} 04' 13''$ E a distance of 1338.44

feet; thence N 89° 31' 21" W along the South line of the SE ¼ of the SE ¼ of Section 22 a distance of 30.01 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Commence at the SW corner of the E ½ of the SE ¼ of Section 22; thence N 01° 04' 13" W along the West line of said East ½ a distance of 748.95 feet; thence N 88° 55' 47" E a distance of 177.35 feet for a POINT OF BEGINNING of the herein described parcel of land; thence N 05° 34' 02" W a distance of 545.10 feet; thence N 84° 26' 17" E a distance of 400.00 feet; thence S 05° 34' 02" E a distance of 545.10 feet; thence S 84° 26' 17" W a distance of 400.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT:

Parcel of land lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

Point of commencement, SW corner of the SE ¼ of the SE ¼ of Section 22, Township 38 South, Range 19 East; thence N 01° 04' 13" W, along the west line of the SE ¼ of the SE ¼ of Section 22 a distance of 1398.48 feet to the Point of Beginning; thence N 01° 04' 13" W, along the west line of the NE ¼ of the SE ¼ of Section 22 a distance of 1278.44 feet; thence N 01° 04' 13" W, along the west line of the SE ¼ of the NE ¼ of Section 22, a distance of 1338.57 feet; thence N 89° 24' 53" W, along the south line of the NW ¼ of the NE ¼ of Section 22 a distance of 1327.78 feet; thence N 00° 44' 08" W, along the west line of the NW ¼ of the NE ¼ of Section 22 a distance of 1309.28 feet; thence S 89° 22' 29" E, a distance of 1120.07 feet; thence S 01° 04' 13" E, a distance of 1108.61 feet; thence S 89° 24' 53" E, a distance of 400.17 feet; thence S 01° 04' 13" E, a distance of 650.27 feet; thence S 89° 24' 53" E, a distance of 500.21 feet; thence S 01° 04' 13" E, a distance of 1765.76 feet; thence S 59° 15' 45" W, a distance of 771.08 feet; thence N 89° 29' 19" W, a distance of 30.01 feet to the Point of Beginning. Parcel contains 3,023,111 square feet or 69.40 acres, more or less.

TOGETHER WITH:

The right to use the Non-Exclusive Easement described in Official Records Book 1084, Page 1584, Public Records of Sarasota County, Florida.

Commonly known as 500 Gene Green Road, North Venice, Florida. Totaling 718 ± acres.

LESS AND EXCEPT:

A portion of those lands described in official records book 2856, page 1663, of the public records of Sarasota County, Florida, more particularly described as follows:

Commence at the southwest corner of section 23, township 38 south, range 19 east; thence s.89°05'20"e., along the south line of the southwest quarter of said section 23, a distance of 204.79 feet for a point of beginning; thence n.01°40'51"e., 94.57 feet; thence n.07°44'54"w., 905.97 feet; thence n.25°06'15"w., 471.53 feet; thence n.05°58'50"e., 182.64 feet; thence n.12°24'41"w., 22.40 feet; thence n.83°46'01"w., 252.53 feet; thence n.38°03'39"w., 109.73 feet; thence n.71°02'08"w., 227.79 feet; thence n.01°04'13"w., 1762.71 feet; to the point of curvature of a curve to the left having: a radius of 50.00 feet, a central angle of 62°19'35", a

chord bearing of $n.32^{\circ}14'00''w.$, and a chord length of 51.75 feet; thence along the arc of said curve 54.39 feet, to the point of tangency; thence $n.63^{\circ}23'48''w.$, 111.67 feet; thence $n.49^{\circ}50'33''w.$, 111.81 feet; thence $n.38^{\circ}22'39''w.$, 115.21 feet; thence $n.06^{\circ}05'47''w.$, 397.41 feet; thence $n.14^{\circ}55'49''w.$, 91.55 feet; thence $n.17^{\circ}44'59''w.$, 64.81 feet; thence $n.33^{\circ}21'57''w.$, 50.94 feet; thence $n.26^{\circ}50'27''e.$, 115.98 feet; thence $n.44^{\circ}41'32''e.$, 441.21 feet; thence $s.78^{\circ}23'24''e.$, 297.17 feet; thence $n.87^{\circ}37'08''e.$, 537.16 feet; thence $s.04^{\circ}34'34''w.$, 147.30 feet; thence $s.88^{\circ}38'55''e.$, 1016.57 feet; thence $n.07^{\circ}04'11''e.$, 253.37 feet; thence $n.09^{\circ}50'08''w.$, 385.64 feet; thence $n.13^{\circ}06'38''w.$, 118.81 feet, to the north line of said lands described in official records book 2856, page 1663; thence along the northerly, easterly and southerly lines of said lands the following eight (8) courses: $n.64^{\circ}03'53''e.$, 57.14 feet, to the point of curvature of a non-tangent curve turning to the right having: a radius of 675.00 feet, a central angle of $20^{\circ}28'26''$, a chord bearing of $n.73^{\circ}08'10''e.$, and a chord length of 239.92 feet; thence along the arc of said curve 241.20 feet, thence north, 700.00 feet; thence east, 1490.35 feet; thence $s.58^{\circ}14'26''e.$, 1234.91 feet, to the west line of a Florida Power & Light electric power transmission easement recorded at o.r. Book 935, page 547, public records of Sarasota County, Florida; thence south along the west line of said Florida Power & Light easement, a distance of 5576.72 feet; thence $n.89^{\circ}03'59''w.$, along the south line of the southwest quarter of the southeast quarter of section 23, a distance of 1214.74 feet; thence $n.89^{\circ}05'20''w.$, along the south line of the southwest quarter of section 23, a distance of 2470.18 feet; to the point of beginning.

Said parcel lying and being in sections 14, 22 and 23, township 38 south, range 19 east, and containing 24,129,879 square feet, or 553.9 acres, more or less.

Exhibit B
Legal Description of Parcel C-2

A portion of those lands described in official records book 2856, page 1663, of the public records of Sarasota County, Florida, more particularly described as follows:

Commence at the southwest corner of section 23, township 38 south, range 19 east; thence s.89°05'20"e., along the south line of the southwest quarter of said section 23, a distance of 204.79 feet for a point of beginning; thence n.01°40'51"e., 94.57 feet; thence n.07°44'54"w., 905.97 feet; thence n.25°06'15"w., 471.53 feet; thence n.05°58'50"e., 182.64 feet; thence n.12°24'41"w., 22.40 feet; thence n.83°46'01"w., 252.53 feet; thence n.38°03'39"w., 109.73 feet; thence n.71°02'08"w., 227.79 feet; thence n.01°04'13"w., 1762.71 feet; to the point of curvature of a curve to the left having: a radius of 50.00 feet, a central angle of 62°19'35", a chord bearing of n.32°14'00"w., and a chord length of 51.75 feet; thence along the arc of said curve 54.39 feet, to the point of tangency; thence n.63°23'48"w., 111.67 feet; thence n.49°50'33"w., 111.81 feet; thence n.38°22'39"w., 115.21 feet; thence n.06°05'47"w., 397.41 feet; thence n.14°55'49"w., 91.55 feet; thence n.17°44'59"w., 64.81 feet; thence n.33°21'57"w., 50.94 feet; thence n.26°50'27"e., 115.98 feet; thence n.44°41'32"e., 441.21 feet; thence s.78°23'24"e., 297.17 feet; thence n.87°37'08"e., 537.16 feet; thence s.04°34'34"w., 147.30 feet; thence s.88°38'55"e., 1016.57 feet; thence n.07°04'11"e., 253.37 feet; thence n.09°50'08"w., 385.64 feet; thence n.13°06'38"w., 118.81 feet, to the north line of said lands described in official records book 2856, page 1663; thence along the northerly, easterly and southerly lines of said lands the following eight (8) courses: n.64°03'53"e., 57.14 feet, to the point of curvature of a non-tangent curve turning to the right having: a radius of 675.00 feet, a central angle of 20°28'26", a chord bearing of n.73°08'10"e., and a chord length of 239.92 feet; thence along the arc of said curve 241.20 feet, thence north, 700.00 feet; thence east, 1490.35 feet; thence s.58°14'26"e., 1234.91 feet, to the west line of a Florida Power & Light electric power transmission easement recorded at o.r. Book 935, page 547, public records of Sarasota County, Florida; thence south along the west line of said Florida Power & Light easement, a distance of 5576.72 feet; thence n.89°03'59"w., along the south line of the southwest quarter of the southeast quarter of section 23, a distance of 1214.74 feet; thence n.89°05'20"w., along the south line of the southwest quarter of section 23, a distance of 2470.18 feet; to the point of beginning.

Said parcel lying and being in sections 14, 22 and 23, township 38 south, range 19 east, and containing 24,129,879 square feet, or 553.9 acres, more or less.