

DEVELOPER'S AGREEMENT

This Agreement is entered into this ____ day of _____, 2017, by and between Neal Communities of Southwest Florida, LLC, a Limited Liability Company, and Border and Jacaranda Holdings, LLC, a Limited Liability Company, both organized under the laws of the State of Florida ("Developer") and the City of Venice ("City"), a municipal corporation organized under the laws of the State of Florida.

RECITALS

WHEREAS, Developer is the owner of the property now known as Milano PUD, more particularly described in Exhibit "A" attached hereto (the "Property") and through its agent, seeks to rezone the Property to the Planned Unit Development Use ("PUD") zoning district; and,

WHEREAS, Developer plans to develop the Property; and,

WHEREAS, for PUD zoned property, Section 86-130(k) requires that all such agreements and evidence of unified control shall be examined by the city attorney, and no PUD shall be adopted without a certification by the city attorney that such agreements and evidence of unified control meet the requirements of this chapter.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Land Subject to the Agreement. The land subject to this Agreement, consisting of approximately five hundred twenty eight (528) acres, is commonly known as Milano PUD and is more particularly described in Exhibit "A" of this Agreement.

2. Development According to Code. Developer agrees to proceed with the proposed development according to the provisions of Chapter 86, Article V, and all other provisions of the Venice Land Development Code, and such conditions as may be set forth as a condition of approval for the development.

3. Development Arising out of Master Plan. Developer agrees to provide agreements, contracts, deed restrictions and sureties, as necessary, acceptable to the City Council for completion of the development according to the binding master development plan approved at the time of acceptance of the area for PUD zoning and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense.

4. Concurrency. The Milano PUD Development is hereby deemed concurrent with regard to all respective categories, except for drainage under the City of Venice Concurrency Management Ordinance and public schools, subject to the terms and conditions contained in this Agreement and the Certificate of Concurrency attached hereto as Exhibit "B".

5. Impact Fee Credits. The City agrees that Developer shall have the right to seek impact fee credits, as allowed by law, for the roadway improvement(s) described in the Certificate of Concurrency (see Exhibit "B" attached).

6. Failure to Comply with the Requirements.

- a) The parties shall have all rights available by law and equity to enforce this Agreement.
- b) Notice of any failure to comply with the requirements of this Agreement, or for any other purpose, shall be sent in writing via U.S. Mail, postage prepaid to:

Developer at: Neal Communities of
Southwest Florida, LLC, and
Border and Jacaranda
Holdings, LLC, c/o
Jeffery A. Boone, Esquire
1001 Avenida Del Circo
Post Office Box 1596
Venice, Florida 34284

City at: City of Venice
ATTN: City Manager
401 W. Venice Avenue
Venice, Florida 34285

With copy to: David P. Persson, Esquire
Persson & Cohen, P.A.
217 South Nassau Street
Venice, Florida 34285

- c) The parties hereto recognize and agree that this Developer's Agreement shall bind Neal Communities of Southwest Florida, LLC, its successors and assigns, and Border and Jacaranda Holdings, LLC, its successors and assigns.
- d) The parties agree that suits or actions at law arising from the

provisions, performance, or breach of this Agreement shall initially be brought, for State Court jurisdiction, in Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the appropriate Federal District Court, and no other jurisdictions. This Agreement shall be construed and interpreted under the laws of the State of Florida.

- e) By execution of this Agreement, the parties certify that they have authority to make the representations and agreements contained herein.
- f) This Agreement shall be construed as written by both parties and shall not be construed more strictly against either party.

7. Duration of Agreement. This Agreement shall be effective upon execution by the last party to this Agreement and shall continue in force until the completion of the development referenced herein.

8. Amendment of Agreement. This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the

date first above written.

Witness:

Neal Communities of
Southwest Florida, LLC,
a Florida Limited Liability Company

By: NCDG Management, LLC,
a Florida Limited Liability Company, As its
Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____ 2017,
by _____ as _____, for NCDG Management,
LLC, as Manager, for Neal Communities of Southwest Florida, LLC, for and on behalf of whom
this instrument was executed.

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the date first above written.

Witness: Border and Jacaranda Holdings, LLC,
A Florida Limited Liability Company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____ as _____, for Neal Communities of
Southwest Florida, LLC, for and on behalf of whom this instrument was executed.

Notary Public State of Florida

Typed Name: _____

Commission Expires: _____

Commission No.: _____

Personally known _____
or Produced Identification Type
of Identification Produced

This Agreement is approved and adopted this _____ day of _____, 2017.

City of Venice

By: _____
John Holic, Mayor

ATTEST

Lori Stelzer, MMC, City Clerk

Approved as to form:

David P. Persson, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Property Description:

As depicted on the zoning map shown below consisting of approximately 527 acres and as further described:

A Parcel of land located in Section 34 and 35, Township 38 South Range 19 East more particularly described as follows; Commencing at the North 1/4 Corner of said Section 35 and considering the North line of the Northeast 1/4 of said Section 35 to bear South 89°28'20" East with all bearings contained herein relative thereto; thence South 00°23'03" West a distance of 139.90 feet along the West line of the Northeast 1/4 of said Section 35 to the true point of beginning; thence continuing along the West line of the Northeast 1/4 of said Section 35 South 00°23'03" West, a distance of 690.17 feet; thence South 89°28'25" East, a distance of 807.08 feet; thence South 00°23'38" West, along the East line of the West 807 feet of the East 1/2 of said Section 35 a distance of 4337.87 feet to a point on the North Right-of-Way of Border Road as described in Official Records Book 2404 at Page 2678, Sarasota County, Florida; Thence along the North Right-of-Way of Border Road as described in Official Records Book 2404 at Page 2678, Sarasota County, Florida the next 5 calls; thence North 89°49'49" West, a distance of 1524.84 feet; thence North 00°10'11" East, a distance of 10.00 feet; thence North 89°49'49" West, a distance of 793.07 feet; thence South 00°10'11" West, a distance of 10.00 feet; thence North 89°49'49" West, to the easterly Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida a distance of 1034.63 feet; thence North 84°06'47" West, to the Westerly Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida a distance of 201.57 feet; thence South 89°40'40" West, along the North Right-of-Way of Border Road as recorded in Official Records Instrument 2004242187, Sarasota County, Florida a distance of 1251.79 feet; thence North 00°08'51" West, along the West line of the E1/2 of the E1/2 of said Section 34 a distance of 5193.31 feet; thence South 89°32'09" East, along the North line of the NE1/4 of the NE1/4 of said Section 34 a distance of 1359.82 feet; thence South 89°20'49" East, along the North line of the NW1/4 of said Section 35 a distance of 2055.54 feet to a point on the West Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida; thence South 44°45'27" East, along said West Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida a distance of 35.69 feet; thence South 00°10'09" East, along said West Right-of-Way of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida a distance of 532.10 feet; thence North 89°50'40" East, leaving said West Right-of-Way a distance of 282.32 feet; thence North 11°00'51" East, a distance of 81.98 feet; thence North 22°08'01" East, a distance of 183.81 feet; thence North 41°46'18" East, a distance of 94.62 feet; thence North 63°21'42" East, a distance of 93.59 feet; thence North 62°42'21" East, a distance of 101.00 feet to the Point of Beginning. Containing 553.39 Acres, more or less. Less and accept that portion of Jacaranda Boulevard as recorded in Official Records Instrument Number 2013007710, Sarasota County, Florida and a parcel as described in Official Records Book 2043 Page 2352 Sarasota County, Florida.

EXHIBIT B
CERTIFICATE OF CONCURRENCY

City of Venice
Certificate of Concurrency



Certificate Number: 2017 - 222

Development Permit: **Rezoning PUD**

Project Name: **Milano** (Neal Communities)

Location: **NE Venice**

Parcel I.D. Number: **0392-00-1000, 0389-00-1001, 0389-00-1000, 0390-00-4020, 0390-00-4010, 0391-03-0157, 0392-06-1000 and multiple platted parcels consistent project boundary as per Petition 16-07RZ comprised of 527 +/- acres.**

Owner: **Neal Communities of SW FL, LLC and Border and Jacaranda Holdings, LLC**

Project Impact: **1,350 residential units total, 2,295 population.**

Approving Authority: **Zoning Administrator**

Date: **December 1, 2017**

Utilities: Project Impact 2295 ERUs Water and 2295 ERUs Wastewater.
Staff – No indication of concurrency issue.

Public Works: **Solid waste concurrency:** Project generation 14,000 lbs. per day.
Staff - No indication of concurrency issue.
Parks concurrency: Project generation 2,295 population equating to additional park demand of 16.1 acres of land.
Staff - No indication of concurrency issue.

Engineering / Stormwater: **Concurrency is not being granted for this public facility.**
Concurrency must be confirmed through subsequent development orders for the project.

Public Schools: **Concurrency is not being granted for this public facility.** Concurrency must be confirmed through subsequent development orders for the project.

Planning: **All applicable information related to transportation is from the Traffic Study from Stantec dated April 2017 that is incorporated as background for this concurrency certificate. It is further noted that transportation concurrency analysis only evaluated the impact of the additional development potential (above that which was evaluated for the VICA PUD and Developer's Agreement). As such, the VICA Developer's (dated July 29, 2014) is incorporated by reference.**

Project Transportation Impact:

New Milano: 673 PM Peak Hour Trips Per Day.

Previous VICA: 380 PM Peak Hour Trips Per Day (455 units east of Jacaranda)

Total Milano (VICA/Laurel Lakes): 1,053 PM Peak Hour Trips Per Day.

The following roadway improvements have been identified but are not the responsibility of the developer:

- ☐ I-75 SB Ramps/Laurel Road Intersection.
- ☐ Add a second southbound left-turn lane Jacaranda Boulevard/Laurel Road Intersection.
- ☐ Add an eastbound right-turn lane Jacaranda Boulevard/Border Road Intersection.
- ☐ Signalize and restripe the southbound approach Jacaranda Boulevard/I-75 SB Ramps Intersection.
- ☐ Add a southbound left-turn protected plus permitted phase.

The following roadway improvements have been identified and are the responsibility of the developer:

Laurel Road Driveway 1:

- ☐ Construct a 235-foot westbound left-turn lane.

Jacaranda Boulevard/Driveway 2:

- ☐ Construct a 145-foot southbound right-turn lane.
- ☐ Construct a 220-foot northbound left-turn lane.

Jacaranda Boulevard/Driveway 3:

- ☐ Construct a 145-foot southbound right-turn lane.
- ☐ Construct a 245-foot northbound left-turn lane.

Jacaranda Boulevard and Border Road Intersection (From VICA Developer's Agreement):

- ☐ Restripe Northbound Approach to an exclusive left turn lane, a shared through/right lane, and a bike lane.

Minimum Adopted level of service is maintained

The issuance of this concurrency certificate shall not be construed as establishing any right or entitlement to any additional concurrency certificate; as creating any vested rights concerning future development of the subject property; or as reserving to the owner any capacity for utility service.

Consistent with Section 94-37 of the City's Code of Ordinances, this certificate shall expire simultaneously with the expiration of the Development Order for the Milano PUD.