

**PERSSON & COHEN, P.A.**  
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson  
Andrew H. Cohen  
Kelly M. Fernandez\*  
Maggie D. Mooney-Portale\*  
R. David Jackson  
Regina A. Kardash\*

\* Board Certified City, County and Local Government Law

Telephone (941) 375-3565  
Facsimile (941) 451-8375  
Email: dpersson@swflgovlaw.com

Reply to: Venice

January 16, 2018

The Honorable John W. Holic, Mayor  
and Members of the City Council  
401 West Venice Avenue  
Venice, Florida 34285

Re: Second Amendment to Pre-Annexation Agreement Formerly Entered into Among  
the City of Venice and SJMR Limited Partnership, a Florida Limited Partnership, and  
Sandra Hurt, as Trustee of the Carlton J. Hurt Trust

Dear Mayor Holic and Council Members:

An affiliate or entity controlled by Neal Communities (Pamlico Point Management, LLC) has acquired the SJMR and Hurt properties referenced above. SJMR and Hurt signed a Pre-Annexation Agreement with the City in 2008. The City subsequently annexed the property.

The new property owner now wishes to develop the property in a manner that does not comply with the existing Pre-Annexation Agreement. After several meetings with staff and attorneys, it was agreed that the property owner would seek City Council approval to amend the existing Pre-Annexation Agreement prior to any public hearing on the property owner's proposed plan in order to avoid conflicts between the proposed use and existing agreements.

In order to help focus on what is being proposed to be changed, I have attached Exhibit "A" which is Section 7 of the governing April 22, 2008, Pre-Annexation Agreement. Please note that prior to the current litigation over the validity of the Extraordinary Mitigation Fee (EMF) in Section 7A, the City and property owner agreed to delete Section 7C relative to the construction of Jackson Road.

Originally, the property owner requested that all of Section 7 be deleted. During the meeting with staff and attorneys, the property owner limited its request to items Section 7D (the

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Lakewood Ranch  
6853 Energy Court  
Lakewood Ranch, Florida 34240

St. Petersburg  
111 Second Avenue NE, Suite 536  
St. Petersburg, Florida 33701

Venice  
217 Nassau Street S.  
Venice, Florida 34285

The Honorable John W. Holic, Mayor  
and Members of the City Council  
January 16, 2018  
Page | 2

requirement for Havana Road) and Section 7E (dedication of Laurel Road right-of-way). The property owner has reaffirmed its prior commitment to the water well sites in Section 7B as well as a willingness to provide a conservation easement in Section 7F.

Exhibit "B" is the underlined and strike-through response to the version of the Second Pre-Annexation Agreement as proposed by the property owner. Exhibit "C" is a clean version of that draft. These drafts delete the dedication requirement for Havana Road but substitute a requirement that the owner agree ". . . to develop a road on the Property (public or private) that provides direct connection from Laurel Road and Border Road and such road shall be constructed to City standards and, at a minimum, include sidewalks on both sides and bike lanes."

Exhibit "D" is a self explanatory letter received today from Attorney Jeffery Boone representing the property owner as well as a version of the Second Amended Pre-Annexation Agreement that his client will sign.

The determination of whether to amend the existing Pre-Annexation Agreement rests with the City Council. If the City Council decides to agree to amend the existing Pre-Annexation Agreement, what that amendment states also rests with the City Council subject to agreement by the property owner (the ability to change a contract requires both parties to agree).

Please call me if you would like to discuss any aspect of this.

Respectfully,



David P. Persson

DPP/dgb  
Attachments

cc: Edward Lavalley, City Manager (w/attachment)  
Jeff Shrum, Development Services Director (w/attachment)  
Kathleen Weeden, City Engineer  
Len Bramble, Assistant City Manager  
Javier Vargas, Utilities Director  
Jeffery Boone, Esquire  
William Moore, Esquire  
John Shubin, Esquire  
Ian DeMello, Esquire

Exhibit "A"

7. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT

A. 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 issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of \$1,829.00 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 "B" 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.

B. WATER WELL SITES: Subject to the approval of Owner as to location, Owner shall provide the City two (2) 40' x 40' potable water well sites on the Subject Property. Prior to the installation of the wells, the Owner and City shall mutually agree on the location of the well sites. The Owner shall not require the City to pay for the land used for said well sites or charge the City for the water withdrawn from the wells. The City shall be responsible for all costs associated with the installation of the wells and raw water transmission mains. The Owner shall convey to the City all easements reasonably necessary to access, construct and maintain said well sites and transmission lines.

C. DEDICATION OF JACKSON ROAD RIGHT-OF-WAY: Sarasota County intends to extend Jackson Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right-of-

way corridor over and across the Subject Property. Said right-of-way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two-lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right-of-way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees.

- D. DEDICATION OF HAVANA ROAD RIGHT-OF-WAY: Sarasota County intends to extend Havana Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right-of-way corridor over and across the Subject Property. Said right-of-way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two-lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right-of-way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This

stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees.

E. DEDICATION OF LAUREL ROAD RIGHT-OF-WAY: In order to facilitate improvements to Laurel Road, the Owner agrees to convey to the City or its designee an 80 foot wide right-of-way adjacent to the Subject Property's northern boundary line. Dedication shall not be required until site and development plan approval or preliminary plat approval, whichever occurs first. Said conveyance shall be accomplished by a warranty deed executed and delivered to the City or its designee within 120 days of notice from the City.

F. CONSERVATION EASEMENT: Owner agrees to convey to the City or its designee a conservation easement over pre-identified wetland areas within the Subject Property. It is the intent of said conservation easement to ensure the preservation of Subject Property wetland areas to retain existing natural conditions and prevent any use of the property that will impair or interfere with the environmental value. Wetland identification shall be required at site and development plan approval or preliminary plat approval, whichever comes first. The conservation easement shall be executed and delivered to the City or its designee within 120 days of notice from the City.

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.

## Exhibit "B"

### SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT

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THIS SECOND AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between the CITY of VENICE, FLORIDA, a municipal corporation (hereinafter referred  
to as "City") and PAMLICO POINT MANAGEMENT, LLC, a Florida limited partnership  
(hereinafter referred to as "Owner" and Owner and City collectively referred to hereinafter as the  
"Parties");

~~successor-in-title-and-interest-to SJMR LIMITED PARTNERSHIP, a Florida limited partnership,  
and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Hurt Trust.~~

WHEREAS, the City and SJMR LIMITED PARTNERSHIP, a Florida limited  
partnership, and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Trust, are parties to a Pre-  
Annexation Agreement dated April 22, 2008 (the "Pre-Annexation Agreement"); and

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WHEREAS, ~~PAMLICO~~Owner POINT MANAGEMENT, LLC, has purchased the  
property subject to the ~~April 22, 2008~~ Pre-Annexation Agreement and is the successor in title  
and interest to SJMR LIMITED PARTNERSHIP and SANDRA S. HURT, AS TRUSTEE of the  
Carlton J. Hurt Trust; and

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WHEREAS, ~~Insert reference to previous amendment of the Pre-Annexation~~  
~~Agreement?~~the City and Border Road Investments, LLC are parties to a First Amendment to the  
Pre-Annexation Agreement dated \_\_\_\_\_ May 24, 2016 (the "Amended Pre-Annexation  
Agreement"); and

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WHEREAS, the City and ~~PAMLICO~~Owner POINT MANAGEMENT, LLC, wish to  
amend certain terms and conditions of the ~~April 22, 2008~~ Pre-Annexation Agreement; and

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**NOW, THEREFORE,** in consideration of the covenants, stipulations and promises contained herein and in the ~~April 22, 2008 Pre-Annexation Agreement and Amended Pre-Annexation Agreement~~, the City and ~~PAMLICO Parties~~ POINT MANAGEMENT, LLC, agree as follows:

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**PARAGRAPH 1.** ———The above recitals are true and correct and are incorporated herein. ←

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**PARAGRAPH 2.** ———The property subject to the Pre-Annexation Agreement owned by ~~PAMLICO Owner~~ POINT MANAGEMENT, LLC, is shown as Exhibit "A" attached hereto (the "Property").

**PARAGRAPH 3.** ———The Parties agree to ~~Aamend the Pre-Annexation Agreement by striking Section 7 D "DEDICATION OF HAVANA ROAD RIGHT-OF-WAY" of the April 22, 2008 Pre-Annexation Agreement in its entirety~~ as follows:

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"7. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT.

D. DEDICATION OF HAVANA ROAD RIGHT-OF-WAY: Sarasota County intends to extend Havana Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right-of-way corridor over and across the Subject Property. Said right-of-way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two-lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross-section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right-of-way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees."

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PARAGRAPH 4. Owner agrees to develop a road on the Property (public or private) that provides direct connection from Laurel Road and Border Road and such road shall be constructed to City standards and, at a minimum, include sidewalks on both sides and bike lanes.

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PARAGRAPH 5. ~~PARAGRAPH 1.~~ The above-described amendments shall be effective as of \_\_\_\_\_.



**PARAGRAPH 6.** ~~PARAGRAPH 2.~~ The Parties to this Second Amended Pre-Annexation Agreement have agreed that the intention of Section 7 E "DEDICATION OF LAUREL ROAD RIGHT-OF-WAY" of the ~~April 22, 2008~~ Pre-Annexation Agreement will be effectuated by a depiction of reservation of said right-of-way on the accompanying PUD Zoning Ordinance for the property subject to this Second Amended Pre-Annexation Agreement. Compensation, if any, to ~~PAMLICO Owner~~ for the ultimate conveyance to the City of said right of way, if required by the City, shall be subject to the outcome of on-going litigation in the action styled City of Venice v. Neal Communities of SW FL, LLC, Windwood Neighborhood Association, Inc., Border and Jacaranda Holdings, LLC, and Woodlands at Venice, LLC, Case No. 2017-CA-003532 (the "Litigation")~~City of Venice v. Neal Communities of SW FL, LLC, et al.,~~ Case No. 2017-CA-003532.

**PARAGRAPH 7.** ~~PARAGRAPH 3.~~ The Parties to this Second Amended Pre-Annexation Agreement stipulate that this Agreement, as well as any discussions or negotiations pertaining thereto, shall not be used by either Party, attorney, or witness for either Party, ~~or Neal Communities of SW FL, LLC ("Neal") (or any of Neal's corporate entities)~~, in any manner whatsoever in the ~~on-going litigation between the City and Neal Communities ("NEAL Neal") (or any of Neal's corporate entities)~~, styled City of Venice v. Neal Communities of SW FL, LLC, Windwood Neighborhood Association, Inc., Border and Jacaranda Holdings, LLC, and Woodlands at Venice, LLC, Case No. 2017-CA-003532. Specifically, Sections 7 A-F of the Pre-Annexation Agreement, and any modifications thereto, shall be encompassed by the stipulation in this Paragraph. The terms of Paragraph ~~478~~, below shall not be construed as an admission or ratification of any issue, by either Party, in the above-styled ~~litigation~~.

**PARAGRAPH 8.** ~~PARAGRAPH 4.~~ All other terms and conditions of the April 22, 2008  
Pre-Annexation Agreement and Amended Pre-Annexation Agreement, as ~~previously amended~~  
~~on \_\_\_\_\_~~, not specifically amended herein remain in full force and effect.

**IN WITNESS WHEREOF**, the City and ~~PAMLICO~~ Owner ~~POINT MANAGEMENT, LLC~~, set  
their hands and seals hereto on the day and year first above written.

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CITY OF VENICE, FLORIDA

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

\_\_\_\_\_  
LORI STELZER, CITY CLERK

(SEAL)

\_\_\_\_\_  
DAVID PERSSON, CITY ATTORNEY

PAMLICO POINT MANAGEMENT, LLC, a Florida  
limited liability company

\_\_\_\_\_  
BY: \_\_\_\_\_  
JAMES R. SCHIER, MANAGER, PAMLICO  
POINT MANAGEMENT, LLC.  
  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary:

Commission Number:

B192-16035\PAAMendment1.5.18

Exhibit "C"

**SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS SECOND AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY of VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and PAMLICO POINT MANAGEMENT, LLC, a Florida limited partnership (hereinafter referred to as "Owner" and Owner and City collectively referred to hereinafter as the "Parties").

**WHEREAS**, the City and SJMR LIMITED PARTNERSHIP, a Florida limited partnership, and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Hurt Trust, are parties to a Pre-Annexation Agreement dated April 22, 2008 (the "Pre-Annexation Agreement"); and

**WHEREAS**, Owner purchased the property subject to the Pre-Annexation Agreement and is the successor in title and interest to SJMR LIMITED PARTNERSHIP and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Hurt Trust; and

**WHEREAS**, the City and Border Road Investments, LLC are parties to a First Amendment to the Pre-Annexation Agreement dated May 24, 2016 (the "Amended Pre-Annexation Agreement"); and

**WHEREAS**, the City and Owner wish to amend certain terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the covenants, stipulations and promises contained herein and in the Pre-Annexation Agreement and Amended Pre-Annexation Agreement, the Parties agree as follows:

**PARAGRAPH 1.** The above recitals are true and correct and are incorporated herein.

**PARAGRAPH 2.** The property subject to the Pre-Annexation Agreement owned by Owner is shown as Exhibit "A" attached hereto (the "Property").

**PARAGRAPH 3.** The Parties agree to amend the Pre-Annexation Agreement by striking Section 7 D "DEDICATION OF HAVANA ROAD RIGHT-OF-WAY" in its entirety as follows:

~~D. DEDICATION OF HAVANA ROAD RIGHT-OF-WAY: Sarasota County intends to extend Havana Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right-of-way corridor over and across the Subject Property. Said right-of-way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two-lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross-section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right-of-way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees."~~

**PARAGRAPH 4.** Owner agrees to develop a road on the Property (public or private) that provides direct connection from Laurel Road and Border Road and such road shall be constructed to City standards and, at a minimum, include sidewalks on both sides and bike lanes.

**PARAGRAPH 5.** The above-described amendments shall be effective as of

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**PARAGRAPH 6.** The Parties to this Second Amended Pre-Annexation Agreement have agreed that the intention of Section 7 E “DEDICATION OF LAUREL ROAD RIGHT-OF-WAY” of the Pre-Annexation Agreement will be effectuated by a depiction of reservation of said right-of-way on the accompanying PUD Zoning Ordinance for the property subject to this Second Amended Pre-Annexation Agreement. Compensation, if any, to Owner for the ultimate conveyance to the City of said right of way, if required by the City, shall be subject to the outcome of on-going litigation in the action styled *City of Venice v. Neal Communities of SW FL, LLC, Windwood Neighborhood Association, Inc., Border and Jacaranda Holdings, LLC, and Woodlands at Venice, LLC*, Case No. 2017-CA-003532 (the “Litigation”).

**PARAGRAPH 7.** The Parties to this Second Amended Pre-Annexation Agreement stipulate that this Agreement, as well as any discussions or negotiations pertaining thereto, shall not be used by either Party, attorney, or witness for either Party, or Neal Communities of SW FL, LLC (“Neal”) (or any of Neal’s corporate entities), in any manner whatsoever in the Litigation. Specifically, Sections 7 A-F of the Pre-Annexation Agreement, and any modifications thereto, shall be encompassed by the stipulation in this Paragraph. The terms of Paragraph 8, below shall not be construed as an admission or ratification of any issue, by either Party, in the Litigation.

**PARAGRAPH 8.** All other terms and conditions of the Pre-Annexation Agreement and Amended Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

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



CITY OF VENICE, FLORIDA

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

\_\_\_\_\_  
LORI STELZER, CITY CLERK

(SEAL)

\_\_\_\_\_  
DAVID PERSSON, CITY ATTORNEY

PAMLICO POINT MANAGEMENT, LLC, a Florida  
limited liability company

\_\_\_\_\_  
BY: \_\_\_\_\_  
JAMES R. SCHIER, MANAGER, PAMLICO  
POINT MANAGEMENT, LLC.

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary:

Commission Number:



## Exhibit "D"

LAW OFFICES

BOONE, BOONE, BOONE & KODA, P.A.

P. O. BOX 1596

VENICE, FLORIDA 34284

ESTABLISHED 1956

E.G. (DAN) BOONE  
JEFFERY A. BOONE  
STEPHEN K. BOONE  
JOHN S. KODA  
JACKSON R. BOONE  
STUART S. BOONE

JAMES T. COLLINS, LAND PLANNER  
(NOT A MEMBER OF THE FLORIDA BARI)

STREET ADDRESS:

1001 AVENIDA DEL CIRCO 34285

TELEPHONE (941) 488-6716

FAX (941) 488-7079

e-mail: adm@boone-law.com

January 16, 2018

### SENT VIA HAND-DELIVERY AND ELECTRONIC MAIL

David P. Persson  
Persson & Cohen, P.A.  
217 Nassau Street South  
Venice, FL 34285

Re: Second Amendment to PAA; SJMR Property

Dear Dave:

As you are aware, we represent Pamlico Point Management, LLC, owner of the property subject to the Pre-Annexation Agreement at issue. Enclosed please the above-referenced Second Amendment in a form which our client is requesting be approved by the Venice City Council.

As we have discussed, our client has agreed to the substantial re-writing by the City of our initial draft of the Second Amendment (although we are puzzled as to why time was taken by the City to perform the extent of the re-writing, as the substance of our initial draft appears unchanged). However, and as we have also discussed, our client is not in agreement to the proposed new Paragraph 4, which was proposed by the City in the latest draft of the Second Amendment. Moreover, and similar to the substantial re-writing by the City, we are further puzzled by why time was taken to include that Paragraph, which was clearly unnecessary for the proposed rezoning of the property.

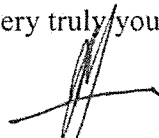
We look forward to presenting the Second Amendment to the City Council at the January 23<sup>rd</sup> City Council meeting.

David P. Persson  
January 16, 2018  
Page 2

If you have any questions or wish to further discuss any aspect of this matter, please do not hesitate to contact us.

Kind regards.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeffery A. Boone', written over the closing 'yours,'.

Jeffery A. Boone

jab

Enclosure

B192-16035/ltrPersson01.16.18

## **SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT**

THIS SECOND AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY of VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and PAMLICO POINT MANAGEMENT, LLC, a Florida limited partnership (hereinafter referred to as "Owner" and Owner and City collectively referred to hereinafter as the "Parties").

**WHEREAS**, the City and SJMR LIMITED PARTNERSHIP, a Florida limited partnership, and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Trust, are parties to a Pre-Annexation Agreement dated April 22, 2008 (the "Pre-Annexation Agreement"); and

**WHEREAS**, Owner purchased the property subject to the Pre-Annexation Agreement and is the successor in title and interest to SJMR LIMITED PARTNERSHIP and SANDRA S. HURT, AS TRUSTEE of the Carlton J. Hurt Trust; and

**WHEREAS**, the City and Border Road Investments, LLC are parties to a First Amendment to the Pre-Annexation Agreement dated May 24, 2016 (the "Amended Pre-Annexation Agreement"); and

**WHEREAS**, the City and Owner wish to amend certain terms and conditions of the Pre-Annexation Agreement; and

**NOW, THEREFORE**, in consideration of the covenants, stipulations and promises contained herein and in the Pre-Annexation Agreement and Amended Pre-Annexation Agreement, the Parties agree as follows:

**PARAGRAPH 1.** The above recitals are true and correct and are incorporated herein.

**PARAGRAPH 2.** The property subject to the Pre-Annexation Agreement owned by Owner is shown as Exhibit "A" attached hereto (the "Property").

**PARAGRAPH 3.** The Parties agree to amend the Pre-Annexation Agreement by striking Section 7 D "DEDICATION OF HAVANA ROAD RIGHT-OF-WAY" in its entirety as follows:

~~D. DEDICATION OF HAVANA ROAD RIGHT-OF-WAY: Sarasota County intends to extend Havana Road over and across the Subject Property. In order to facilitate the road extension, the Owner agrees to convey to the City or its designee a right-of-way corridor over and across the Subject Property. Said right-of-way corridor shall be at least 54 feet in width and not exceed 68 feet in width as a two-lane collector or boulevard. In any event, the ultimate width of the corridor may vary based upon the design criteria for the road cross-section. Engineering and design work for the road extension have not been completed and therefore the final alignment has not been determined. Final alignment shall be determined at the time of site and development plan approval or preliminary plat approval, whichever comes first. Once the final alignment is determined, the Owner shall convey the right-of-way corridor to the City or its designee by warranty deed within 120 days of notice from the City. This stipulation does not supersede any Sarasota County requirements for the assessment, collection or crediting of transportation impact fees."~~

**PARAGRAPH 4.** The above-described amendments shall be effective as of \_\_\_\_\_.

**PARAGRAPH 5.** The Parties to this Second Amended Pre-Annexation Agreement have agreed that the intention of Section 7 E "DEDICATION OF LAUREL ROAD RIGHT-OF-WAY" of

the Pre-Annexation Agreement will be effectuated by a depiction of reservation of said right-of-way on the accompanying PUD Zoning Ordinance for the property subject to this Second Amended Pre-Annexation Agreement. Compensation, if any, to Owner for the ultimate conveyance to the City of said right of way, if required by the City, shall be subject to the outcome of on-going litigation in the action styled *City of Venice v. Neal Communities of SW FL, LLC, Windwood Neighborhood Association, Inc., Border and Jacaranda Holdings, LLC, and Woodlands at Venice, LLC*, Case No. 2017-CA-003532 (the "Litigation").

**PARAGRAPH 6.** The Parties to this Second Amended Pre-Annexation Agreement stipulate that this Agreement, as well as any discussions or negotiations pertaining thereto, shall not be used by either Party, attorney, or witness for either Party, or Neal Communities of SW FL, LLC ("Neal") (or any of Neal's corporate entities), in any manner whatsoever in the Litigation. Specifically, Sections 7 A-F of the Pre-Annexation Agreement, and any modifications thereto, shall be encompassed by the stipulation in this Paragraph. The terms of Paragraph 7, below shall not be construed as an admission or ratification of any issue, by either Party, in the Litigation.

**PARAGRAPH 7.** All other terms and conditions of the Pre-Annexation Agreement and Amended Pre-Annexation Agreement not specifically amended herein remain in full force and effect.

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

CITY OF VENICE, FLORIDA

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

\_\_\_\_\_  
LORI STELZER, CITY CLERK

(SEAL)

\_\_\_\_\_  
DAVID PERSSON, CITY ATTORNEY

PAMLICO POINT MANAGEMENT, LLC, a Florida  
limited liability company

\_\_\_\_\_  
BY: \_\_\_\_\_  
JAMES R. SCHIER, MANAGER, PAMLICO  
POINT MANAGEMENT, LLC.

\_\_\_\_\_



STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary:

Commission Number: