

## **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.

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CITY OF VENICE, FLORIDA

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

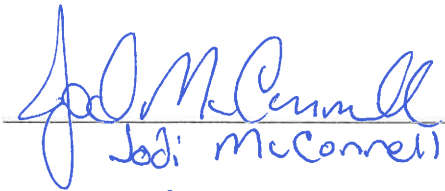
ATTEST:

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

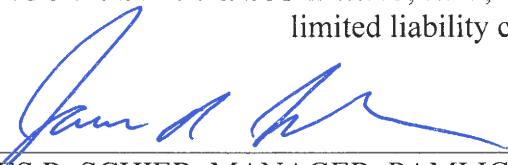
(SEAL)

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

PAMLICO POINT MANAGEMENT, LLC, a Florida  
limited liability company

  
\_\_\_\_\_  
Jodi McConnell

  
\_\_\_\_\_  
Ivory Crofoot

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

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of February, 2018, by James R. Schier 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

*Echo Sanders*

Printed name of notary:

**Echo Sanders**

Commission Number:

FF160545