

DEVELOPER'S AGREEMENT

This Agreement is entered into this ____ day of _____, 2018, by and between Pamlico Point Management, LLC, a Limited Liability Company, 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 SJMR 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 two hundred ninety two (292) acres, is commonly known as the SJMR 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 SJMR PUD Development is hereby deemed concurrent with regard to all respective categories, except for drainage under the City of Venice Concurrency Management Ordinance, public schools, and sanitary sewer, 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, including, but not limited to, "mobility fee" credits.

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: Pamlico Point Management,
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 Pamlico Point Management, 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:

Pamlico Point Management, LLC,
a Florida Limited Liability Company

By: James R. Schier, 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 _____ 2018,
by _____ as _____, for James R. Schier, as
Manager, for Pamlico Point Management, 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 _____, 2018.

City of Venice

By: _____
John Holic, Mayor

ATTEST

Lori Stelzer, MMC, City Clerk

Approved as to form:

David P. Persson, City Attorney

B192-15688/DevelopersAgreementRedlineJRB

EXHIBIT A
LEGAL DESCRIPTION

Property Description:

As depicted on the zoning map shown below consisting of approximately 292 acres and as further described:

DESCRIPTION: (PREPARED BY THE SIGNING SURVEYOR & MAPPEER)

- (1) The East one-half of Section 35, Township 38 South, Range 19 East, LESS therefrom the North 830 feet thereof, and also LESS the West 807 feet thereof.
- (2) The West one-half of Section 36, Township 38 South, Range 19 East, LESS therefrom the following six parcels:
 - (a) Commencing at the SE corner of the SW1/4 of said Section 36 for a Point of Beginning: thence run Northerly along the Easterly boundary of said SW1/4 of Section 36 a distance of 1973.23 feet; thence turn an angle of 90° to the West and run a distance of 33 feet to a point; thence turn an angle of 90° to the South and run a distance of 1973.23 feet and parallel to the Easterly boundary of the said SW1/4 of Section 36 to a point on the Southerly boundary of said SW1/4 of Section 36; thence Easterly along the Southerly boundary of the said SW1/4 of Section 36 a distance of 33 feet to the Point of Beginning;
 - (b) Beginning at the SE corner of the NW1/4 of said Section 36 for a Point of Beginning; thence S89°37'32"W along the 1/4 Section line a distance of 673.2 feet to a point; thence S10°42'46"E a distance of 47.67 feet to a point; thence S45°30'46"E a distance of 922.26 feet to a point on the 1/4 Section line; thence N0°32'14"E along the 1/4 Section line a distance of 685.48 feet to the Point of Beginning;
 - (c) The East 890 feet of the south one-half of the NW 1/4 of said Section 36;
 - (d) That part of the NE 1/4 of the NW 1/4 of said Section 36 lying East of that certain private road as shown on that certain plat attached to the Deed recorded in Deed Book 311, page 161, Public Records of Sarasota County, Florida (said road being indicated in said plat as "Relocation of Private Road") LESS therefrom the North 30 feet of the NE 1/4 of the NW 1/4 of Section 36 lying between said Private Road and the West bank of the Myakka River; and
 - (e) Commence at the Northwest corner of Section 36, Township 38 South, Range 19 East, Sarasota County, Florida; thence N88°33'15"E, 1854.05' along the North line of said Section 36, to the East line of existing 40' private road; thence S2°30'45"W, 1153.53' along the East line of said road for the Point of Beginning; thence continue S2°30'45"W, 163.21' along said road to the South line of the Northeast 1/4 of the NW 1/4 of said Section 36; thence S88°31'19"W, 57.35' along said South line; thence S0°40'40"E, 1313.72' parallel with the East line of the Northwest 1/4 of said Section 36, to the South line of the Northwest 1/4 of said Section 36; thence N 88° 29' 25" E, 220.89 feet along said South line to the West line of said 40' private road; thence S11°00'46"E. 25.83' along said road; thence S45°48'52"E. along said road 34.27; thence S88°29'25"W, 1380.97'; parallel with the South line of the Northwest 1/4 of said Section 36; thence N0°40'40"W,

1536.19' parallel with the East line of the Northwest 1/4 of said Section 36; thence N88°57'13"E, 1197.48' to the Point of Beginning.

- (f) That certain private road as shown on that certain plat attached to the Deed recorded in Deed Book 311, page 161, Public Records of Sarasota County, Florida (said road being indicated in said plat as "Relocation of Private Road"), lying in the NE1/4 of the NW1/4 of said Section 36.

Together with and subject to an easement for road right-of-way purposes (ingress and egress) over that certain private road as appears in plat attached to deed recorded in Deed Book 311, page 161, of the Public Records of Sarasota County, Florida, and marked "Relocation of Private Road."

Together with all riparian rights thereunto belonging and in anywise appertaining.

Subject to that certain right-of-way agreement with the FLORIDA POWER & LIGHT COMPANY, its successors and assigns, for an easement in, over, upon and across the South 170 feet of the North 830 feet of the NW 1/4 of Section 36 as recorded in Official Records Book 931, pages 684 and 686, of the Public Records of Sarasota County, Florida.

Less:

Lands conveyed to Sarasota County and recorded in Official Records, Book 2404, Page 2706; and Lands conveyed to Sarasota County and recorded in Official Records, Book 2404, Page 2700 Public Records, Sarasota County, Florida.

Less:

Lands conveyed to Jo-Anne Hurt and recorded in Official Records Book 2282-1280 Public Records, Sarasota County, Florida.

Less:

Lands conveyed to Sarasota County and recorded in Official Records Book 1325-1936 Public Records, Sarasota County, Florida.

Less:

The North 30 feet of the NE 1/4 of the NW 1/4 of Section 36 lying between said Private Road and the West bank of the Myakka River;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Parcel I

That part of the Southwest 1/4 of Section 36, Township 38 South, Range 19 East, lying southerly and easterly of lands described in Official Records Instrument Number 2013080858, Public Records of Sarasota County, Florida, LESS therefrom the following parcels:

- (a) Beginning at the SE corner of the NW 1/4 of said Section 36 for a Point of Beginning; thence S89°37'32"W, along the 1/4 Section line a distance of 673.2 feet to a point; thence S10°42'46"E, a distance of 47.67 feet to a point; thence S45°30'46"E, a distance of 922.26 feet to a point on the 1/4 Section line; thence N0°32'14"E, along the 1/4 Section line a distance of 685.48 feet to the Point of Beginning; and

- (b) Lands conveyed to Sarasota County and recorded in Official Records Book 2404, Page 2700 of the Public Records of Sarasota County, Florida;
- (c) (c) Lands conveyed to Sarasota County and recorded in Official Records Book 1325, Page 1936 of the Public Records of Sarasota County, Florida;

Parcel 2: (Easement Parcel)

An Easement for road right-of-way purposes (ingress and egress) over that certain private road as appears in the plat attached to deed recorded in Deed Book 311, page 161, of the Public Records of Sarasota County, Florida, and marked "Relocation of Private Road"

SAID PARCEL I ALSO DESCRIBED AS FOLLOWS:

A parcel of land lying in the Southwest 1/4 of Section 36, Township 38 South, Range 19 East, Sarasota County, Florida and described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 36; thence N.89°40'40"W., along the south line of said Southwest 1/4, a distance of 999.58 feet; thence N.00°27'56"E., a distance of 61.80 feet to a point on the north right-of-way line of Border Road (variable width public right-of-way) as recorded in Official Records Book 2404, Page 2700, Public Records of Sarasota County, Florida for a POINT OF BEGINNING ; thence N.00°27'56"E., along the easterly line of "Parcel 2" as described in Official Record Instrument Number 2013080858 in said Public Records, a distance of 2,520.64 feet to a point 50.00 feet south of the north line of said Southwest 1/4, also being a point on the southerly line of "Parcel 1" as described in said Official Records Instrument Number 2013080858; thence N.88°40'46"E., along said southerly line and on a line 50.00 feet southerly of and parallel with said north line of the Southwest 1/4, a distance of 358.70 feet to a point on the westerly line of a 40.00 foot wide private road; thence S.45°22'16"E., along said westerly easement line, a distance of 886.83 feet to a point on the north right-of-way line of Jackson Road (66.00 foot wide public right-of-way) as recorded in Official Records Book 1325, Page 1936, said Public Records; thence N.89°34'38"W., along said north right-of-way line a distance of 29.60 feet to a point on the west right-of-way line of said Jackson Road; thence S.00°25'22"W., along said west right-of-way line, a distance of 1,829.39 feet to a point on the above mentioned additional right-of-way parcel recorded in Official Records Book 2404, Page 2700; thence along said additional right-of-way line for the following three calls; (1) thence N.89° 34'38"W., a distance of 20.00 feet; (2) thence S.00°25'22"W., a distance of 87.52 feet; (3) thence N.89°21'13"W., a distance of 946.54 feet to the POINT OF BEGINNING.

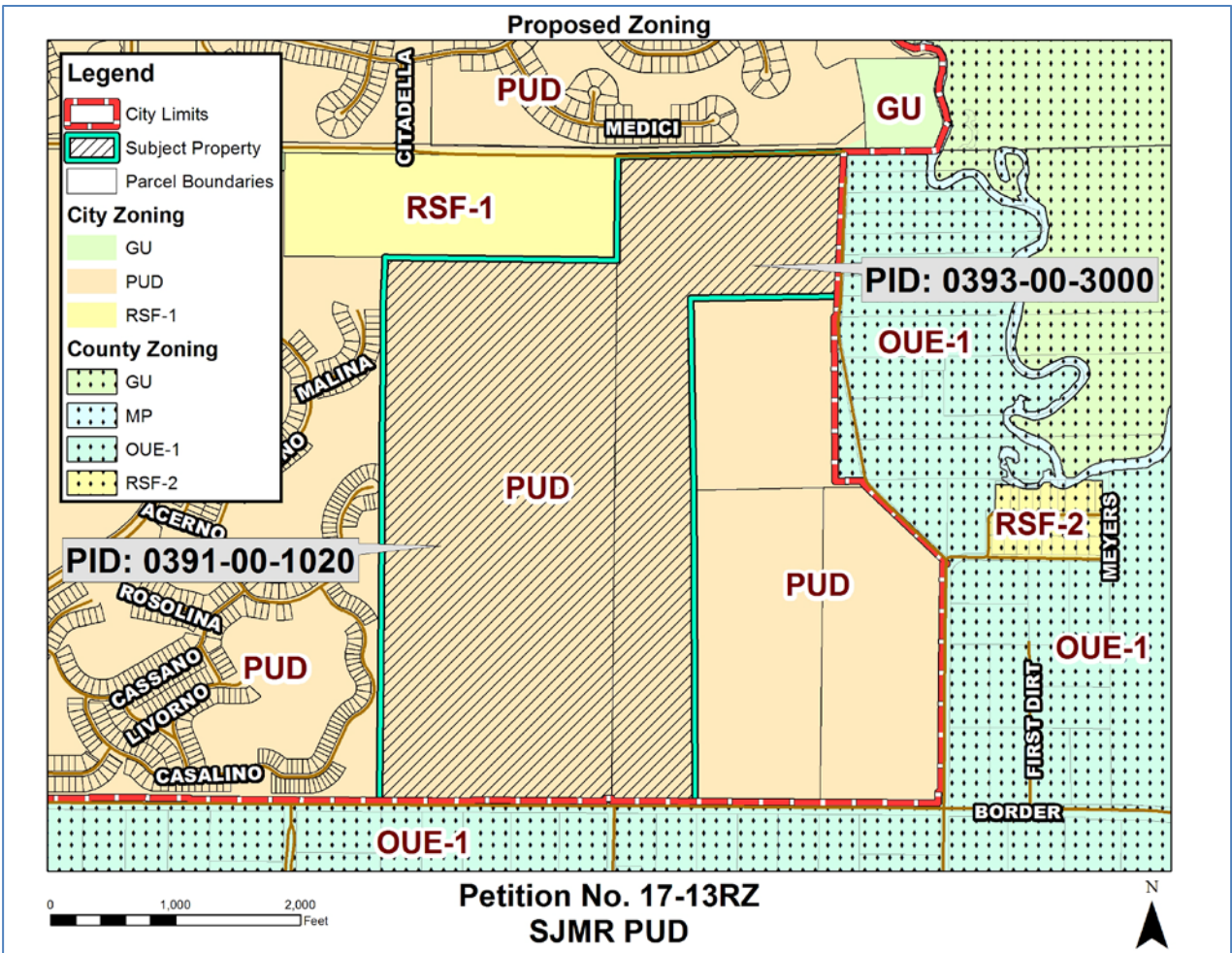


EXHIBIT B
CERTIFICATE OF CONCURRENCY

City of Venice
Certificate of Concurrency



Certificate Number: **2018 – 223**
Date: **February 16, 2018**
Development Permit: **Rezoning PUD**
Project Name: **SJMR (Pamlico Point Management, LLC)**
Project Buildout date: **2024**
Location: **NE Venice**
Parcel I.D. Number: **0391-00-1020 and 0393-00-3000 consistent project boundary as per Petition 17-13RZ comprised of 292 +/- acres.**
Owner: **Pamlico Point Management, LLC**
Project Impact: **539 residential units total, 916 population (916 ERU's).**
Approving Authority: **Zoning Administrator**

Utilities: Water - Project Impact 916 ERUs Water and 916 ERUs Wastewater.
Staff – No indication of concurrency issue.
Sanitary Sewer – **Concurrency is not being granted for this public facility** (Sarasota County).

Public Works: Solid waste: Project generation 5,589 lbs. per day.
Staff - No indication of concurrency issue.
Open Space: Project generation 916 population equating to additional park demand of 6.41 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 Transportation Impact Analysis from Stantec dated November, 2017 that is incorporated as background for this concurrency certificate.

Project Transportation Impact: 433 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

- ☐ Increase the cycle length from 80 second to 110 seconds.
- ☐ Add a second southbound left-turn lane to accommodate the projected 550 vehicles.

I-75 NB Ramps/Laurel Road Intersection

- ☐ Increase the cycle length from 80 second to 110 seconds.

Knights Trail Road/Laurel Road Intersection

- ☐ Increase the cycle length from 80 second to 110 seconds.

Jacaranda Boulevard/Laurel Road Intersection

- ☐ Add an eastbound right-turn lane

Jacaranda Boulevard/Border Road Intersection

- ☐ Signalize and restripe the southbound approach.

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

Driveway 1/Laurel Road

- ☐ none

Driveway 2/Border Road

- ☐ Construct a 260-foot eastbound left-turn 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.

Expiration (different from Developers Agreement): 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 SJMR PUD.