

## DEVELOPER'S AGREEMENT

This Agreement is entered into this 11<sup>th</sup> day of JUNE, 2019, by and between SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT, a body corporate pursuant to Ch. 2003-359, Laws of Florida, as amended, a/k/a Sarasota County Public Hospital Board (referred to herein as "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 property located south of Laurel Road, east of Pinebrook Road, and west of Interstate 75, Tax Parcel No. 0387030001, more particularly described in Exhibit "A" attached hereto (the "Property"), and through its agent, seeks to rezone the Property by amending the existing Planned Commercial Development District ("PCD") zoning district; and,

WHEREAS, Developer plans to develop the Property as a hospital and related health care uses; and,

WHEREAS, for PCD zoned property, Section 86-130(k) of the City of Venice Land Development Regulations requires that all required agreements thereunder and evidence of unified control shall be examined by the city attorney, and no PCD 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 Property subject to this Agreement consists of approximately 65.43 acres 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 a Master Plan.** Developer agrees to provide all applicable agreements, contracts, deed restrictions, and sureties, as necessary and required by the City Council for completion of development according to the binding master development plan approved at the time of acceptance of the area for PCD 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. The City shall supply water and sewer service to the Property. At the present time, a City water line is physically proximate to the Property, but a sewer force main is not. In the immediate future, however, the City plans to install a new sewer force main beneath Interstate 75, which shall be adequate to service the Property. In the meantime, the Developer shall be permitted to temporarily connect the Property to an existing Sarasota County force main located along the Property's northern boundary. To that end, the City shall adopt a resolution formally consenting to Sarasota County temporarily supplying sewer service to the Property; and the Developer shall enter into a temporary sewer service agreement with Sarasota County. Within 60 days after the City's new force main is installed and in operation, the Developer shall connect to said force main, and shall thereupon disconnect from the County's force main. If the Developer shall fail to timely make such connection, it shall pay the City a penalty equal to the charges Developer would have otherwise paid to the City for sewer service for each day beyond the 60- day period. The City shall acquire all off-site easements required for Developer to install the line extensions. The Developer shall bear the cost of all sewer line extensions, lift stations, appurtenances and other facilities required to accomplish the connection and disconnection, and shall convey said facilities to the City to the extent required by the City, together with such onsite easements as may be required for access to and maintenance of said facilities. The Developer shall also pay a proportionate share of the City's cost of design and construction of the new force main, and a proportionate share of the City's cost of the acquiring offsite easements. Such proportionate share calculations will take into consideration the Developer's hydraulic loading as compared to the overall capacity of the force main and other appurtenances. At such time as the scope of the City's new force main project is better defined, the parties shall enter into another agreement providing greater specificity as to their respective obligations hereunder.
5. **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 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:

President/Chief Executive Officer  
Sarasota Memorial Hospital  
1700 South Tamiami Trail  
Sarasota, Florida 34239-3509

City at:


City of Venice  
ATTN: City Manager  
401 W. Venice Avenue

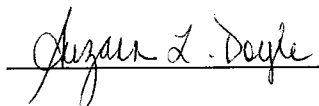
Venice, Florida 34285

- c. The parties hereto recognize and agree that this Developer's Agreement shall bind the Developer and 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 U.S. District Court for the Middle District of Florida, and no other jurisdictions. This Agreement shall be constructed 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 constructed as written by both parties and shall not be construed more strictly against either party.
6. **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.
7. **Amendment of Agreement.** This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.
8. **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:

  
Print Name: Jacquie Bitter

  
\_\_\_\_\_

SARASOTA COUNTY PUBLIC  
HOSPITAL DISTRICT  
A body corporate

By:  \_\_\_\_\_

Print Name: David Verinder

Title: President & Chief Executive Officer

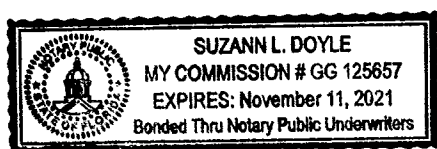
Reviewed and Approved for  
Signature by  
Carol Ann Kalish,  
Chief Legal Officer

Print Name: Suzann L. Doyle

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2019, by David Verinder as President/CEO for Sarasota County Public Hospital District, for and on behalf of whom this instrument was executed.

(SEAL)



Suzann L. Doyle  
Signature of Notary Public

Suzann L. Doyle  
Print Name of Notary Public

I am a Notary Public of the State of Florida  
and my commission expires on 11/11/2021

Personally known ✓  
or Produced Identification. Type  
of Identification Produced \_\_\_\_\_

This Agreement is approved and adopted this 11<sup>th</sup> day of June, 2019.

ATTEST

Lori Stelzer  
Lori Stelzer, MMC, City Clerk

CITY OF VENICE

By: John W. Holic  
John Holic, Mayor

Approved as to form:

Kelly M. Fernandez  
Kelly M. Fernandez, City Attorney

Approved By City Council

Date: 06/11/19

**EXHIBIT A**  
**LEGAL DESCRIPTION AND MAP**

4926472.v1

A tract of land, lying in Section 33, Township 38 South, Range 19 East, Sarasota County, Florida and being more particularly described as follows:

Commence at the northwest corner of said Section 33, being marked by a PK Nail and Disk labeled "LS #2670"; thence S00°39'03"W, along the west line of said Section 33, a distance of 100.00 feet; thence S89°19'54"E, a distance of 50.75 feet to the POINT OF BEGINNING, being marked by a 5/8" capped iron rod labeled "SAR CO R/W MARKER #5696", said point being the northeast corner of Parcel No. 111, according to the Order of Taking recorded in Official Records Book 2890, Page 2781, of the Public Records of Sarasota County, Florida, said point also being a point on the southerly line of Parcel No. 101, according to the Order of Taking, recorded in Official Records Book 2432, Page 338 of said public records; the following 6 calls are along the southerly line of said Parcel No. 101; thence S89°19'54"E, a distance of 775.53 feet (S89°19'54"E, a distance of 775.38 per adjoining description) to a 5/8 inch capped iron rod labeled "LS 4075"; thence S83°37'48"E, a distance of 704.86 feet (S83°37'16"E, a distance of 703.49 feet per adjoining description) to a 5/8" iron rod; thence S89°19'34"E, a distance of 165.03 feet (S89°19'54"E, a distance of 165.03 feet per adjoining description) to a 5/8" capped iron rod labeled "LB #043"; thence S48°17'54"E, a distance of 122.50 feet (S48°17'54"E, a distance of 122.50 feet) to a 5/8" capped iron rod labeled "LB #043"; thence S49°26'45"E, a distance of 209.35 feet (S49°29'33"E, a distance of 208.99 feet per adjoining description) to a 5/8" capped iron rod labeled "LS - 4075"; thence S53°29'53"E, along the southerly line of said Parcel 101 and the southerly line of Parcel 100, according to the Order of Taking recorded in Official Records Book 2432, Page 338, of said public records, a distance of 987.07 feet (S53°31'13"E, a distance of 987.52 feet per adjoining descriptions) to a 5/8" iron rod, being a point on the westerly line of Parcel 108 (westerly line of Interstate 75), according to the Order of Taking recorded in Official Records Book 1142, Page 529 of said public records, said point being a point on a curve to the left of which the radius point lies N54°03'37"E, a radial distance of 57,413.78 feet; thence southeasterly, along said westerly line of said Parcel 108, passing through a central angle of 00°30'43", an arc distance of 512.88 feet to the northeast corner of the plat of Waterford, as recorded in Plat Book 33, Page 15 of said public records, being marked by a 4" concrete monument labeled "RS - 2030"; thence N89°22'37"W, along the northerly line of said plat of Waterford, a distance of 439.68 feet (N89°48'48"W, a distance of 439.43 feet per plat) to a point on the east line of Lot 7 of the plat of Woodland Acres, as recorded in Plat Book 20, Page 3 of said public records be marked by a 5/8" capped iron rod labeled "RLS 4075"; thence N00°06'05"W, along the east line of said Lot 7, a distance of 49.78 feet (N00°10'06"W, a distance of 50.00 feet per plat) to the northeast corner of said plat of Woodland Acres, being marked by a 4" concrete monument; thence N89°42'16"W, along the north line of said plat of Woodland Acres, a distance of 2560.55 (N89°42'16"W, a distance of 2559.83 feet per plat) to the easterly line of Parcel No. 117A, according to the Order of Taking, recorded in Official Records Book 2890, Page 2781 of said public records being marked by a 4" concrete monument; thence N01°28'28"E, along the east line of said Parcel 117A, a distance of 13.60 feet to a 5/8" capped iron rod labeled "LB #043"; thence N89°23'31"W, along the north line of said Parcel 117A, a distance of 10.50 feet to the southeast corner of the aforementioned Parcel 111, according to the Order of Taking recorded in Official Records Book 2890, Page 2781 being marked by a 5/8" capped iron rod labeled "LB #043"; the following 2 calls are along the easterly line of said Parcel 111; thence N01°37'43"E, a distance of 504.87 feet (N01°37'52"E, a distance of 504.60 feet per adjoining description) to a 5/8" capped iron rod labeled "SAR CO R/W MARKER #5696"; thence N00°39'03"E, a distance of 721.74 feet (N00°37'52"E, a distance of 721.74 feet per adjoining description) to the POINT OF BEGINNING.

Containing 65.4284 Acres, more or less.

Subject property further described as Sarasota County Parcel ID # 0387-03-0001 as depicted on the location map below.

***Sarasota Memorial Hospital Property Location Map:***

