

IN AND BEFORE A SPECIAL MAGISTRATE
PURSUANT TO LAND USE AND ENVIRONMENTAL DISPUTE
RESOLUTION ACT, SECTION 70.51, FLORIDA STATUTES

Border Road Investments, LLC, and
Vistera Associates, LLC

Petitioner,

v.

City of Venice,

Respondent.

**MEDIATED SETTLEMENT AGREEMENT &
RECOMMENDATION OF THE SPECIAL MAGISTRATE**

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioner, Border Road Investments, LLC and Vistera Associates, LLC (collectively the “Petitioner”); and the Respondent, City of Venice (“City”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually “Party”), have entered into this Agreement following a mediation held on April 2, 2025, pursuant to Section 70.51, *Florida Statutes*. In accordance with Section 70.51, *Florida Statutes*, the mediation session was noticed and no members of the public requested to participate.

BACKGROUND

Petitioner submitted an application to the City on September 6, 2023 (Petition No. 23-63RZ) seeking to amend the approved zoning for a 323.56-acre property located South of Laurel Road E, North of Border Road and East of Interstate-75 (the “Property”). The subject Property is

zoned GCCF Planned Unit Development (“GCCF PUD”) and the Petitioner’s application requested to amend the GCCF PUD Master Plan to increase the maximum density from 4.3 dwelling units per acre, which would allow 1,300 dwelling units, to 5.0 dwelling units per acre, which would allow 1,617 dwelling units. According to the Petitioner, the purpose of the request was to enable a greater variety of housing types to be provided, such as multifamily units and/or smaller, more affordable single-family units.

On March 5, 2024, the City Planning Commission voted 7-0 to recommend that the City Council approve the rezoning of the Property as requested by Petitioner. On April 9, 2024, the City Council denied the rezoning application and issued Order No. 23-63RZ (the “Order of Denial”), a copy of which is attached hereto as **Exhibit “A”**. On May 9, 2024, Petitioner submitted a Request for Relief (“Request”) under the Florida Land Use and Environmental Dispute Resolution Act (“FLUEDRA”), a copy of which is attached hereto as **Exhibit “B”**.

The purpose of the FLUEDRA process is to “facilitate a resolution of the conflict between the owner and governmental entities” by negotiating an adjustment of the development to create a mutually acceptable solution. § 70.51(17)(a), *Florida Statutes*. Such solutions and settlement agreements shall not be deemed an admission of any fact, issue or liability in this case. The Parties agree that this Agreement is intended as a comprehensive settlement of all outstanding issues raised in Petitioner’s Request for Relief, including but not limited to a potential appeal by petition for writ of certiorari and potential state and federal litigation claims.

SETTLEMENT PROPOSAL

The Parties agree to the following:

1. The proposed resolution to be presented to the City Council includes an amended GCCF PUD Binding Master Plan with a recommendation of approval, a copy of which is attached hereto as **Exhibit “C,”** contingent on City Council’s approval of the Petitioner’s application for height exceptions for Assisted Living, Independent Living and Memory Care, and Multi-Family uses.
2. The amendments to the GCCF PUD Binding Master Plan are as follows:
 - a. Increase maximum density from 4.3 dwelling units per acre (1,300 dwelling units) to 5.0 dwelling units per acre (1,617 dwelling units).
 - b. Permit optional interconnection with the property to the east of the 17.46-acre parcel designated for Medical Office/Multi-Family, House of Worship, Assisted Living/Independent Living/Memory Care use.
 - c. Limit 370 of the 1,617 dwelling units to the 17.46-acre parcel designated for Medical Office/Multi-Family, House of Worship, Assisted Living/Independent Living/Memory Care use.
 - d. Add Assisted Living, Independent Living and Memory Care uses as permitted principal uses and structures.
 - e. Delete Assisted Living as a special exception use.

- f. Identify the maximum height for Assisted Living, Independent Living and Memory Care uses as 65' (inclusive of parking) and requiring height exception approval for heights above 35'.
 - g. Identify the maximum height for Multi-Family uses as 55' (inclusive of parking). and requiring height exception approval for heights above 35'.
 - h. Add lot detail standards for Independent Living and Memory Care uses consistent with the existing Assisted Living use lot detail standards.
 - i. Add signage standards for Independent Living and Memory Care uses consistent with the existing Assisted Living use signage standards.
- 3. This Agreement shall be considered and either: (a) preliminarily approved; or, (b) rejected by the City Council. If preliminarily approved by the City Council, such preliminary approval is contingent upon the City Council's subsequent and final approval of the Petitioner's height exceptions for the Assisted Living, Independent Living and Memory Care, and Multi-Family uses, as further detailed herein.
- 4. If preliminarily approved by the City Council, within 90 days of the effective date of this Agreement the Petitioner shall apply for the height exceptions, per the terms of the amended Binding Master Plan, for Assisted Living, Independent Living and Memory Care, and Multi-Family uses.

5. The City Council shall consider the height exceptions as applied for by the Petitioner and either approve or reject the same. Unless agreed to by the Petitioner, the City Council shall not place stipulations, conditions, or other limitations or requirements on the height exception proposals nor shall the City Council approve the height exceptions at heights lower than applied for by the Petitioner; any stipulations, conditions, or other requirements or modifications attached to the height exception applications and not agreed to by the Petitioner shall cause the same to be deemed a denial of the applications by the City Council for purposes of this Agreement.

a. An approval of the height exceptions by the City Council shall have the effect of ratifying the preliminary approval and cause this Agreement to be deemed approved pursuant to Section 70.51, *Florida Statutes*.

b. A rejection of the height exceptions by the City Council shall have the effect of rejecting the preliminary approval and cause this Agreement to be deemed rejected pursuant to Section 70.51, *Florida Statutes*.

6. **Extension of Time**. The parties agreed to extend any deadlines which may have passed under Section 70.51, *Florida Statutes*.

7. **Entire Agreement**. Subject to approval by the City Council, this Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties

set forth below. This Agreement may not be modified by oral discussions prior to or after its execution.

8. **No Admissions.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.
9. **Consideration by the City Council.** This Agreement shall be considered by the City Council at a public hearing held within 90 days of execution of this Agreement. The public hearing shall be advertised in compliance with all Section 1.2.E. of City Land Development Code. Subject to the contingency previously stated herein, approval of this Agreement by the City Council shall serve as final disposition of all potential claims arising from the denial of the rezoning application for the Property and the parties shall be bound by its terms. Approval of this Agreement shall also serve as final approval of the amended GCCF PUD Binding Master Plan attached hereto as **Exhibit "C"**, subject to the contingency previously stated herein.
10. **Reservation of Rights.** In the event the City Council should reject this settlement proposal, either by way of rejecting it upon initial consideration, or upon rejecting it following a preliminary approval, the Petitioner reserves the right to request a hearing in accordance with Section 70.51(17), *Florida Statutes*, and/or initiate all legal remedies that

may be available to Petitioner. The request for hearing shall be made within 30 days of the City Council's rejection.

11. **Counterparts.** This Agreement may be executed by two (2) or more original, photocopy and/or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

CONCLUSION AND RECOMMENDATION

Pursuant to Section 70.51, *Florida Statutes*, the first responsibility of the Special Magistrate is to facilitate the resolution of matters in disagreement. To that end, the mediation session was informal in nature and directed towards both a full and complete discussion of the issues and concerns raised by the City Council and members of the public during the rezoning public hearing. The mutually acceptable settlement proposal has been agreed to by City staff and Petitioner and satisfies the requirements of Section 70.51, *Florida Statutes*.

The Special Magistrate recommends the City Council approve this mediated settlement proposal and adopt an order approving Petitioner's request to amend the Property's GCCF PUD zoning to resolve all potential claims arising from the prior denial of the rezoning, including, but not limited to, an appeal by petition for writ of certiorari and potential state and federal claims. It is in the Parties interest to resolve this matter.

RESPECTFULLY SUBMITTED this 16th day of June, 2025.

/s/ Mark Bentley

MARK BENTLEY

Johnson Pope Bokor Ruppel & Burns, LLP

400 North Ashley Drive, Suite 3100

Tampa, Florida 33602

Tel: (813) 225-2500

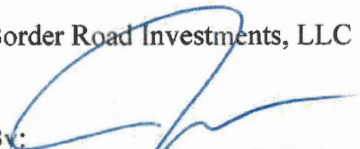
E-mail Address:

markb@jpfirm.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on this ____ day of _____, 2025.

PETITIONER

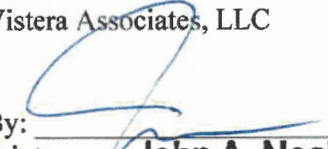
Border Road Investments, LLC

By: 

Print: John A. Neal

Its: Manager

Visterra Associates, LLC

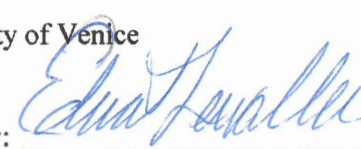
By: 

Print: John A. Neal

Its: Manager

RESPONDENT

City of Venice

By: 

Ed Lavallee, City Manager

THIS MEDIATED SETTLEMENT AGREEMENT WAS APPROVED BY THE VENICE CITY COUNCIL ON THE ____ DAY OF _____ 2025.

Nick Pachota, Mayor

ATTEST

Kelly Michaels, MMC, City Clerk