

CLERK OF CIRCUIT COURT
CONSENT CALENDAR
JANUARY 23, 2001

BONDS

Accept:

Mill Creek, Phase ~~IV~~ ^{VI}

1. Agreement with Manatee Joint Venture warranting required improvements (\$63,716.46).
2. Defect Security: \$63,716.46 (Letter of Credit S00-32, Republic Bank).

River Wood, Phase II

1. Agreement with Lennar Homes, Inc. guaranteeing completion of required sidewalks and bikeways, one-year extension (\$17,690.40).
2. Performance Bond: \$17,690.40 (Surety Bond 929173340, American Casualty Company).

Carlyle at the Villages of Palm Aire Unit 2

1. Agreement with Taylor Woodrow Communities warranting required improvements (\$20,737.33).
2. Defect Security: \$20,737.33 (Surety Bond 20-84-47, American Home Assurance Company).

Lakewood Ranch Country Club Village, Subphase D, Unit 3A
aka Gleneagles

Agreement with SMR Communities Joint Venture guaranteeing completion of required improvements, one-year extension (\$10,326.33).

Riverwalk Village, Subphase E

Agreement with SMR Communities Joint Venture guaranteeing completion of required improvements, one-year extension (\$14,787.50).

Release:

Summerfield Village, Subphase C, Units 6-B and 7-B

1. Agreement with SMR Communities Joint Venture warranting required improvements (\$21,857.91).
2. Defect Security: \$21,857.91 (Surety Bond 109765, Frontier Insurance Company).

Hammock Place, Phase I

1. Agreement with Copeman Builders, Inc. warranting required improvements (\$29,169.26).
2. Defect Security: \$29,169.26 (Surety Bond 79-0120-52144-97-1, Fidelity and Guaranty Insurance Company).

Mill Creek, Phase VI

1. Agreement with Manatee Joint Venture guaranteeing completion of required improvements (\$85,824.38).
2. Performance Bond: \$85,824.38 (Letter of Credit S00-02, Republic Bank).
3. Agreement with Manatee Joint Venture guaranteeing completion of required improvements and temporary construction easement for private improvements (\$56,028.00).
4. Performance Bond: \$56,028.00 (Letter of Credit S00-04, Republic Bank).

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

River Wood, Phase II

1. Agreement with Edmar Industries, Inc. and Sawair Enterprises, Inc. guaranteeing completion of required sidewalks and bikeways (\$17,690.40).
2. Performance Bond: \$17,690.40 (Letter of Credit S97-24, Republic Bank).
3. Agreement with Edmar Industries, Inc. and Sawair Enterprises, Inc. warranting required improvements (\$51,579.79).
4. Defect Security: \$51,579.79 (Letter of Credit S97-23, Republic Bank).

Carlyle at the Villages of Palm Aire, Unit 2

1. Agreement with Taylor Woodrow Communities guaranteeing completion of required improvements (\$277,287.73).
2. Performance Bond: \$277,287.73 (Surety Bond 20-82-95, American Home Assurance Company).

**Lakewood Ranch Country Club Village, Subphase D, Unit 3A
aka Gleneagles**

Agreement with SMR Communities Joint Venture guaranteeing required improvements (\$10,326.33).

Riverwalk Rillage, Subphase E

Agreement with SMR Communities Joint Venture guaranteeing completion of required improvements (\$14,787.50).

REFUNDS

Florida Gulf Coast Amateur Radio - Refund (Overpayment) \$2,382.31
CBSA - Refund (Deposits/Account error) \$5,322.97

WARRANT LIST

Approve: January 19, 2001 through January 22, 2001
Authorize: January 23, 2001 through February 6, 2001

MINUTES FOR APPROVAL

September 19, 2000 - Special
September 26, October 3, 17, and 24, 2000 - Regular

AUTHORIZE CHAIRMAN TO SIGN

Satisfactions of Judgments:

Cecilia Gates - Case 99-2431JD
Brian Baker - Case 97-2109M

ACCEPT

Lakewood Ranch Community Development District 3 - Approved minutes of the Board of Supervisors held on October 5, 2000.

*cc: Finance
1/24/01
C. J. Oliver - MASB*

1000 1000

Susan Romine-Mill Creek, Ph VI
January 17, 2001
Page 2

- **Authorization to release and return** the Required Improvements Agreement and Temporary Construction Easement for Private Improvements to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
- **Authorization to release and return** the Letter of Credit in conjunction with the above Agreement to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
 - **Letter of Credit No. S00-04** issued by Republic Bank;
 - **Amount of Performance Bond \$56,028.00;**
- **Acceptance of,** and authorization for Chairman to execute the Agreement Warranting Required Improvements (Required with a Letter of Credit as Defect Security Warranting Required Improvements, Form No. 8418);
- **Acceptance of,** and authorization for Chairman to execute the Letter of Credit in conjunction with the above Agreement;
 - **Letter of Credit No. S00-32** issued by Republic Bank;
 - **Amount of Defect Security \$63,716.46**

/jom

cc: Records Management
 Mickey Lutz, Superintendent, Transportation Dept.
 Mark Jones, Transportation Dept.
 Robin Tardiff, Property Appraiser's Office
 Ken MacIntyre, Plan Implementation
 Larry D'Urso, Manatee Joint Venture
 Republic Bank

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
 MANATEE COUNTY, FLORIDA**

Attachments

agenda copy

AGREEMENT WARRANTING REQUIRED IMPROVEMENTS

(Required with a Letter of credit as Defect Security
Warranting Required Improvements, Form No. 8418)

WHEREAS, Manatee Joint Venture (Developer) has constructed certain Required Improvements as a condition of approval of a subdivision or final site plan identified as Mill Creek, Phase VI (Project); and

WHEREAS, in connection with the Project the Developer has submitted "as built" construction drawings for the Required Improvements which are on file with and have been approved by Manatee County, Florida (County); and

WHEREAS, the Developer is requesting the County to accept for maintenance certain of these Required Improvements; and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that the Security identified below, which represents an amount equal to ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance, be executed prior to their acceptance by the County; and

WHEREAS, the Developer herewith tenders to the County a Letter of Credit, Number S00-32, dated August 10, 2000, with Republic Bank (Financial Institution), in the amount of Sixty-Three Thousand Seven Hundred Sixteen and 46/100 Dollars \$63,716.46, expiring on the 10th day of August, 2003.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. This Letter of Credit is posted for the purpose of correcting any construction, design or material defects or failures of or in those Required Improvements which the Developer is presently requesting the County to accept for maintenance (Defects), which appear within thirty-six (36) months from the date of the County's approval and acceptance of those Required Improvements as evidenced by the County's execution of this document.

Agreement Warranting Required Improvements

For: Mill Creek, Phase VI
(Name of Project)

2. After identifying any such Defects, the County may withdraw funds under the terms of the Letter of Credit identified above and incorporated herein by reference, for the purpose of correcting Defects or paying the costs incidental to the County's enforcement of its rights hereunder. The County may also withdraw funds prior to the termination of Letter of Credit No. S00-32 if sufficient security is not posted to complete the 36 month duration of security required by Ordinance 90-01. At least ten (10) days in advance of any such withdrawal of funds, the County shall have sent to the Developer, by Certified Mail, return Receipt Requested, notice of the County's intention to draw funds under the Letter of Credit. Expiration of Defect Security for this project shall at no time be terminated during the thirty-six months following the County's approval and acceptance of the Required Improvements.

Alternatively, the Developer, with the concurrence and at the option of the County, may undertake to correct such Defects itself upon posting additional security acceptable to the County.

3. Developer warrants the Required Improvements to be free from defects, and agrees to indemnify and pay to the County the full cost of correcting any such Defects appearing within thirty-six (36) months of the date hereof without regard to the amount of the Letter of Credit identified above. Developer agrees to the use of the funds by the County as provided herein.
4. This agreement shall be binding upon the Developer, his assigns or successors in interest in Mill Creek, Phase VI (Project).

JAN 23 2001

Page 2 of 3

Accepted in open session.....
Board of County Commissioners, Manatee County

(Rev. Form No. 8423c: Where Developer is not an individual or corporation)

FOR: Mill Creek Subdivision Phase VI

SIGNED AND SEALED this 14th day of August, 2000.

9115 58th Drive E
Postal Address
Bradenton, Florida 34202
City State Zip

Manatee Joint Venture
Developer
Florida General Partnership
Type of Entity

By: River Club Properties, Inc., a Florida corporation, as General Partner

Lilli S. Powers
Witness Signature
Lilli S. Powers
Type or Print Name

By: [Signature]
Signature
Phillip D. Leckey
Type or Print Name
President
Title (If attorney-in-fact attach Power of Attorney)

J. Ellen Phillips
Witness
J. Ellen Phillips
Type or Print Name

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14TH day of AUGUST, 2000, by Phillip D. Leckey, as President of River Club Properties, Inc., a Florida corporation, as General Partner of Manatee Joint Venture, a Florida general partnership, on behalf of the partnership identified herein as Developer and who is personally known to me or who has produced as identification

Lilli S. Powers
Notary Public
Printed Name: Lilli S. Powers
Commission No. _____
My Commission Expires _____



Approved and accepted for and on behalf of Manatee County, Florida, this 23rd day of January, 2000.
ATTEST: [Signature]
R. B. Shore
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA
BY: [Signature]
Chairman

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee Cou



LETTER OF CREDIT AS
DEFECT SECURITY WARRANTING REQUIRED IMPROVEMENTS

August 10, 2000

Board of County Commissioners
Manatee County, Florida
Bradenton, FL 33505

Re: Our Clean Irrevocable Credit No. S00-32
For: Mill Creek, Phase VI PDR-98-13

Dear Commissioners:

By order of Manatee Joint Venture ("Developer"), we hereby open our Clean Irrevocable Credit No. S00-32 in favor of Manatee County, Florida ("County"), in the amount of Sixty-Three Thousand Seven Hundred Sixteen and 46/100 Dollars (\$63,716.46), effective as of the date this Credit is accepted and approved, and expiring at our office at the close of business on August 10, 2003, which is at least fourteen (14) months later.

We are informed that the Developer has completed certain Required Improvements associated with the subdivision or final site plan identified as Mill Creek, Phase VI, as shown on the as-built drawings for the Project which are on file with the County, and Developer has requested the County to accept these Required Improvements for maintenance.

We are further informed that the Manatee County Land Development Code, Ordinance 90-01, requires that this Security in the amount of ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance be posted for the purpose of correcting any construction, design or material defects or failures of or in the Required Improvements (Defects).

Funds under this Credit are available and will be paid promptly to the County hereunder not exceeding in the aggregate the amount of this Credit, against the County's sight draft on us mentioning this Letter of Credit, accompanied by a statement purporting to be signed by a County Engineer to the effect that such funds are required to exercise the County's right to correct the Defects and to pay costs incidental thereto, and that at least 10 days in advance of the presentation of the sight draft for payment, the County has provided to the Developer by certified Mail, return receipt requested, notice of the County's intention to draw funds on this Letter of Credit.

Funds will also be available to the County if an extension of this Letter of Credit or substitution of security is not posted to complete the three year period of time for the posting of a defect security

JAN 23 2001
Accepted in open session
Board of County Commissioners, Manatee County

as required by Ordinance 90-01. Notice will be given in the same manner as to remedy defects, but the statement of the County's Engineer shall not be necessary. The amount of any draft under this Letter of credit shall be endorsed on the reverse side hereof.

This Letter of Credit is subject to the Uniform Commercial code Article 5 as governed by the laws of the State of Florida.

Sincerely,

REPUBLIC BANK

By: [Signature]
Name: James J. McGarry
Title: Executive Vice President

ATTEST/WITNESS:

[Signature]
Name: Faye Davis-Packer
Title: Assistant Vice President

* * * * *

Approved and accepted for and on behalf of Manatee County, Florida,
this 23rd day of January, 2001.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST: [Signature]
R.B. Shore
Clerk of Circuit Court

F:\Republic\mjv\mill creek v\ltr credit defect sec.wpd

Accepted in open session JAN 23 2001
Board of County Commissioners, Manatee County

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 17, 2001
TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court
FROM: Jane Oliver, Bond Coordinator
Plan Implementation Div., Planning Dept.

RECEIVED
JAN 18 2001
BOARD RECORDS

SUBJECT: **RIVER WOOD, PHASE II
PDR-89-01/97-S-10 (F)
RELEASE OF SIDEWALK PERFORMANCE BOND/
ACCEPTANCE OF SIDEWALK BOND EXTENSION**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Authorization to release and return** the Agreement in Conjunction with Letter of Credit as Security Guaranteeing Completion of Required Sidewalks and Bikeways to: Mr. Stan Salzer with Sawair Industries, Incorporated located at One Beach Drive, S.E., Apt #2302, St. Petersburg, FL 33701;
- **Authorization to release and return** the Letter of Credit in conjunction with the above Agreement to: Mr. Stan Salzer with Sawair Industries, Incorporated located at One Beach Drive, S.E., Apt #2302, St. Petersburg, FL 33701;
 - **Letter of Credit No. S97-24** issued by Republic Bank;
 - **Amount of Performance Bond \$17,690.40;**
- **Acceptance of,** and authorization for Chairman to execute the Agreement in Conjunction with Surety Bond as Security Guaranteeing Completion of Required Sidewalks and Bikeways. *This Agreement is a one (1) year extension to complete the required sidewalks and bikeways.*

agenda copy

Susan Romine-River Woods, Ph II
January 17, 2001
Page 2

- **Acceptance of, and authorization for Chairman to execute the Surety Bond in conjunction with the above Agreement;**
- **Surety Bond No. 929173340 issued by American Casualty Company of Reading, Pennsylvania;**
- **Amount of Performance Bond \$17,690.40;**

/mjo

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Mark Jones, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
Andrea Daniele, Lennar Homes
American Casualty Co of PA

Attachments

**AGREEMENT IN CONJUNCTION WITH SURETY BOND
AS SECURITY GUARANTEEING COMPLETION OF
REQUIRED SIDEWALKS AND BIKEWAYS**

WHEREAS, Henna Thomas, Inc ("Developer") has made application to Manatee County, Florida ("County"), for approval of a proposed subdivision or final site plan identified as River Woods Subdwn Phase II ("Project"); and
(Phase 2)

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until Sidewalks and/or Bikeways required by the Land Development Code or required as a condition of approval of the plat or site plan ("Sidewalks") have been duly constructed, completed and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Sidewalks which are on file with and have been approved by the County; and

WHEREAS, the Developer desires to obtain approval of the Project prior to installation of the Sidewalks; and

WHEREAS, the Developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Sidewalks, and the Developer herewith tenders to the County a Surety Bond which is in an amount which represents at least 130% of that estimated cost.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Sidewalks and to otherwise comply fully with the Land Development Code, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.

2. That the Developer and American Casualty Co. of Reading, Pennsylvania, a Surety Company duly authorized to transact business in the State of Florida ("Surety"), are held and firmly bound unto the County as Obligee/Owner in the amount of Seventeen Thousand Six Hundred ninety 49/100 Dollars (Words) \$ 17,690.40 (Numbers), and the Developer herewith tenders to the County a Surety Bond, No. 929 173340, dated 12/7, 2000, with American Casualty Co, in the amount of 17,690.40 which is already ~~on file with the Clerk of the Circuit Court.~~ Said Bond shall not expire until the required improvements guaranteed by this Bond have been accepted by the County.

JAN 23 2001

Accepted in open session
Board of County Commissioners, Manatee County

Injcc vnt EV.0147

- 3. (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all required Sidewalks in accordance with the construction drawings or any amendments thereto approved by the County within one (1) year from County approval, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety, upon thirty (30) days written notice of the default from the County will cause to be completed the Sidewalks and will pay all costs thereof, including without limitation all engineering, legal and contingent costs.
- (b) Alternatively, if the Developer should fail or refuse to complete all Sidewalks in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Sidewalks. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury or loss, either direct or consequential, including without limitation all engineering, legal and contingent costs, which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Sidewalks shall be at the sole discretion of the County.
- 4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Sidewalks, without regard to the amount of this Bond.
- 5. Should the Developer fail or refuse to complete the Sidewalks, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby unconditionally agrees.
- 6. This Agreement shall become effective upon the execution hereof by both parties hereto.

Accepted by
Board of County Commissioners, Manatee County

JAN 23 2001

Accepted in open session
Board of County Commissioners, Manatee County

SIGNED AND SEALED this 12 day of December, 2000

WITNESSES:

Sharon A. Girard

Witness

Sharon A. Girard

Type or Print Name

Frances Lamrover

Witness

Frances Lamrover

Type or Print Name

Henry Thomas, Inc

Developer

BY: Andrea Daniele

Signature

Andrea Daniele Asst

Type or Print Name Secretary/

Title (If attorney-in-fact Attach Power of Attorney) Authorized Agent

438 Interstate Court

Postal Address

Sarasota FL 34240

City

State

Zip

NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 12th day of December, by Andrea Daniele, as Secretary/Treasurer, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Brenda J. Hughes
Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 23rd day of January, 2001

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Joe M'Clash
Chairman



ATTEST: R. B. Shore
R. B. Shore, Clerk of the Circuit Court

JAN 23 2001

Accepted: _____
Board of County Commissioners, Manatee County

SURETY BOND FOR PERFORMANCE OF SIDEWALKS
ATTACHMENT "B"

BOND. NO. 929173340

KNOW ALL MEN BY THESE PRESENTS:

That Lennar Homes, Inc. as Principal, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA as Surety are held and firmly bound unto the County of Manatee, State of Florida, as obligee, in the sum of Seventeen Thousand, Six Hundred Ninety and 40/100 (\$17,690.40) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ with the obligation to do and perform certain work relating to construction of sidewalks.

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached Agreement in Conjunction with Surety Bond as Security Guaranteeing Completion of Required Improvements", the obligee shall be entitled to collection of this surety bond.

Means of notification of intent to collect shall be by certified mail to the Surety at the address listed below. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

JAN 23 2001
Accepted in open session.....
Board of County Commissioners, Manatee County

(rev. Form No. 8423b:
Where Developer is a
Corporation)

FOR: River Woods Subdivision Ph. II

SIGNED AND SEALED this 7TH day of December, 2000.

WITNESSES:

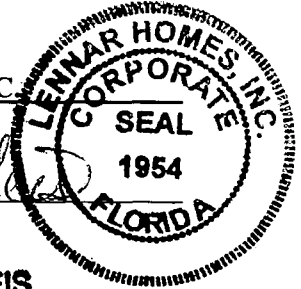
Mayra Bajo
Witness
Mayra Bajo
Type or Print Name

[Signature]
Witness

MIRELA HERNANDEZ
Type or Print Name

LENNAR HOMES, INC.
Developer

BY: Rhonda Geis
Signature



RHONDA GEIS
Type or Print Name

AUTHORIZED AGENT

Title (If attorney-in-fact, attach
Power of Attorney)

700 N.W. 107th Avenue

Postal Address

MIAMI, FL 33182
City State Zip

OR CORPORATE SEAL:

Accepted in open session.....
Board of County Commissioners, Manatee County
JAN 23 2001

NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 3th day of December 2000, by RHONDA GEIS, as AUTHORIZED AGENT (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (PERSONALLY KNOWN) (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:



[Signature]
Notary Public
SAYURI ABREU
Print Name of Notary

Commission No. _____

My Commission Expires _____

WITNESSES:

[Signature]
Witness

Oga Iglesias
Type or Print Name

[Signature]
Witness

Martha Menendez
Type or Print Name

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA
Surety

BY: [Signature]
Signature

William L. Parker
Type or Print Name

Attorney-In-Fact/Fla. Res. Agent
Title (If attorney-in-fact, attach Power of Attorney)

2600 Lucien Way, #130
Postal Address

Maitland, Florida 32751
City State Zip

OR CORPORATE SEAL:

Accepted in open session..... **JAN 23 2001**
Board of County Commissioners, Manatee County

(rev. Form No. 8423b:
Where Developer is a
Corporation)

FOR: River Woods Subdivision Ph. II

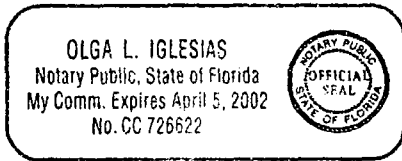
NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 7th day of December
2000, by William L. Parker, as Attorney-In-Fact (Title), on behalf of the
corporation identified herein as ~~Developer~~ ^{Surety} and who is personally known to me or who has
produced (Personally Known) (Type of Identification) as identification and who
did/did not take an oath.

NOTARY SEAL:



Olga Iglesias
Notary Public

Olga Iglesias
Print Name of Notary

Commission No. _____

My Commission Expires _____

Approved and accepted for and on behalf of Manatee County, Florida, this 23rd day of
January, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



Jim Clash
Chairman

BY:

ATTEST: *R.B. Shore*
R.B. Shore
Clerk of the Circuit Court

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Joseph M. Pietrangelo, William L. Parker, Olga L. Iglesias, E. B. Blondell, Jr., Mercy Pamparatto, Gladys M. Ogden, Juan Beltran, Individually

of Miami, Florida

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 6th day of August, 1999.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Handwritten signature of Marvin J. Cashion

Marvin J. Cashion Group Vice President

State of Illinois, County of Cook, ss:

On this 6th day of August, 1999

before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Handwritten signature of Diane Faulkner

My Commission Expires September 17, 2001

Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force. and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 7th day of December, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Handwritten signature of Mary A. Ribikawskis

Mary A. Ribikawskis Assistant Secretary

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 17, 2001

TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit CourtFROM: Jane Oliver, Bond Coordinator
Plan Implementation Div., Planning Dept.

RECEIVED

JAN 18 2001

BOARD RECORDS

SUBJECT: **CARLYLE AT THE VILLAGES OF PALM AIRE
UNIT 2 (PDR-97-04/99-S-63 (F))
RELEASE OF PERFORMANCE BOND AND
ACCEPTANCE OF DEFECT SECURITY**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Authorization to release and return** the Required Improvements Agreement (In conjunction with Surety Bond as security guaranteeing completion of Required Improvements) to: Mr. John Peshkin with Taylor Woodrow Communities located at 7120 South Beneva Road, Sarasota, FL 34238;
- **Authorization to release and return** the Surety Bond in conjunction with the above Agreement to: Mr. John Peshkin with Taylor Woodrow Communities located at 7120 South Beneva Road, Sarasota, FL 34238;
 - **Surety Bond** No. 20-82-95 issued by American Home Assurance Company;
 - **Amount** of Performance Bond \$277,287.73;
- **Acceptance of** and authorization for Chairman to execute the Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Warranting Required Improvements.

Agenda copy

Susan Romine - Carlyle, Unit 2
January 17, 2001
Page 2

- **Acceptance of,** and authorization for Chairman to execute the surety bond in conjunction with the above Agreement;
 - **Surety Bond No. 20-84-47** issued by American Home Assurance Company;
 - **Amount of Defect Security \$20,737.33**

/jom

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept..
Mark Jones, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
John Peshkin, Taylor Woodrow Communities
American Home Assurance Co.

Attachments

For: Carlyle at the Villages of Palm-Aire, Unit 2
(Project Name)

**AGREEMENT IN CONJUNCTION WITH
SURETY BOND (Attachment "A") AS DEFECT SECURITY
WARRANTING REQUIRED IMPROVEMENTS**

WHEREAS, TAYLOR WOODROW COMMUNITIES A FLORIDA GENERAL PARTNERSHIP (Developer) has constructed certain Required Improvements as a condition of approval of a subdivision or final site plan identified as CARLYLE AT THE VILLAGES OF PALM-AIRE, UNIT 2 (Project); and,

WHEREAS, in connection with the Project the Developer has submitted "as-built" construction drawings for the Required Improvements which are on file with and have been approved by Manatee County, Florida; and,

WHEREAS, the Developer is requesting the County to accept for maintenance certain of these Required Improvements; and,

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that this Security, which represents an amount equal to ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance, be executed prior to their acceptance by the County.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

1. That the Developer herewith tenders unto the County a Surety Bond No. 20-84-47 in the amount of TWENTY THOUSAND SEVEN HUNDRED THIRTY SEVEN AND 33/100 (Numbers), \$20,737.33 (Words), dated JUNE 12, 2000, appended hereto and made a part hereof as **Attachment "A"** guaranteeing that the AMERICAN HOME ASSURANCE COMPANY (Surety Company), as Surety on the bond, shall pay this sum to Manatee County in accordance set forth herein.

CONDITIONS OF THE DEFECT SECURITY FOR THE BENEFIT OF THE COUNTY:

- A. This security is posted for the purpose of correcting any construction, design, or material defects or failures of or in the Required Improvements which the Developer is presently requesting the County to accept for maintenance, (Defects) which appear within thirty-six (36) months from the date of the County's approval and acceptance of those required Improvements as evidenced by County's execution of this document.

Accepted in open session.....JAN. 23. 2001.....

Board of County Commissioners, Manatee County

B. After identifying any such Defects, the County, after providing at least ten (10) days written notice to the Developer by certified mail, return receipt requested, may exercise its right to liquidate the Security for the purpose of correcting or causing the correction of the Defects and paying all costs thereof as provided herein. The costs of correcting shall include all costs of correcting Defects including without limitation all engineering, legal, and contingent costs, together with any and all claims, costs, expenses, and damages, either direct or consequential, which the County may sustain on account of the Defects and correction thereof. Any portion of the Security not used by the County may be released to the Surety upon a binding by a County Engineer that no further defects have been discovered.

Alternatively, the Developer, with the concurrence and at the option of the County, may undertake to correct such Defects itself upon posting additional security acceptable to the County.

2. Developer warrants the Required Improvements to be free from Defects, and agrees to indemnify and pay to the County the full cost of correction any such Defects appearing within thirty-six (36) months of the date of the County's acceptance of the improvements without regard to the amount of this Security. Developer agrees to the use of the funds by the County as provided herein.

(Page 3 is the Signature page Form No. 8423, either (a) an individual, (b) a corporation, or (c) not an individual or corporation).

Accepted in open session.....JAN 23 2001.....
Board of County Commissioners, Manatee County

(Defect Security - Developer)

FOR: Carlyle at The Villages of Palm-Aire, Unit 2

SIGNED AND SEALED this 5 day of December, 2000

TAYLOR WOODROW COMMUNITIES, a Florida general partnership

WITNESSES:

Candice M. Pierce
Witness
CANDICE MARIE PIERCE

BY: MONARCH HOMES OF FLORIDA, INC., a Florida corporation, a general partner

Type or Print Name
Patricia Saviano
Witness

By: *[Signature]*
John R. Peshkin
Its: President

PATRICIA SAVIANO
Type or Print Name
Candice M. Pierce
Witness
CANDICE MARIE PIERCE

BY: TAYLOR WOODROW HOMES FLORIDA, INC., a Florida corporation, a general partner

Type or Print Name
Patricia Saviano
Witness

By: *[Signature]*
John R. Peshkin
Its: President

PATRICIA SAVIANO
Type or Print Name

7120 South Beneva Road
Postal Address
Sarasota FL 34238
City State Zip

Accepted in open session..... JAN 23 2001
Board of County Commissioners, Manatee County

DEVELOPER SIGNATURE FORM (cont.)

FOR: Carlyle at The Villages of Palm-Aire, Unit 2

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of December, 2000, by John R. Peshkin, as President (Title) of Monarch Homes of Florida, Inc., a Florida corporation, and as President (Title) of Taylor Woodrow Homes Florida, Inc., a Florida corporation, the general partners of Taylor Woodrow Communities, a Florida general partnership, on behalf of the partnership identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



Laurie J. Wood-Peters
Notary Public
Laurie J. Wood-Peters
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 23rd day of January, 2001.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Joe McClash
Chairman

ATTEST: R.B. Shore
R.B. Shore, Clerk of the Circuit Court

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. 20-84-47

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, Taylor Woodrow Communities, a Florida general partnership, as Principal, and American Home Assurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of twenty thousand seven hundred thirty seven and 33/100 Dollars (\$20,737.33) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement in Conjunction with the Surety Bond as Defect Security Warranting Required Improvements".

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ with the obligation to warrant those Required Improvements which the Principal is presently requesting the Obligee to accept for maintenance to be free from defects or failures involving construction, design, or materials.

NOW THEREFORE, if the Obligee's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Obligee's approval and acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the attached "**Agreement**", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2. Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

JAN 23 2001
Accepted in open session.....
Board of County Commissioners, Manatee County

SURETY

SIGNED AND SEALED this 12th day of JUNE, 2000

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

P.O. Box 25477, 100 North Tampa
Street, Suite 2550
Address

Tampa FL 33603
City State Zip

AMERICAN HOME ASSURANCE COMPANY
Surety

By: *Swan Lee*
Signature

SWAN LEE, ATTORNEY-IN-FACT
Type or Print Name & Title

WITNESS OR CORPORATE SEAL

Susan Exline
Signature

SUSAN EXLINE
Type or Print Name

Cynthia L. Lewis
Signature

Cynthia L. Lewis
Type or Print Name

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000 by _____ as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:

Notary Public

Print Name of Notary

Commission No. _____

My Commission Expires _____

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On **June 12, 2000** before me, **Janet C. Rojo, Notary Public**

personally appeared *******Swan Lee*******

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Janet C. Rojo

Signature of Notary

Accepted in open session **JAN 23 2001**
Board of County Commissioners, Manatee County

FOR: Carlyle at The Villages of Palm Aire, Unit 2

SIGNED AND SEALED this 12 day of June, 2000

WITNESSES:

Candice Marie Pierce
Witness

CANDICE MARIE PIERCE
Type or Print Name

M White
Witness

Tina Hilliard-White
Type or Print Name

Candice Marie Pierce
Witness

CANDICE MARIE PIERCE
Type or Print Name

M White
Witness

Tina Hilliard-White
Type or Print Name

OR CORPORATE SEAL:

TAYLOR WOODROW COMMUNITIES, a Florida general partnership

BY: MONARCH HOMES OF FLORIDA, INC., a Florida corporation, a general partner

By: John R. Peshkin
Its: President

BY: TAYLOR WOODROW HOMES FLORIDA, INC., a Florida corporation, a general partner

By: John R. Peshkin
Its: President

7120 South Beneva Road
Postal Address

Sarasota FL 34238
City State Zip

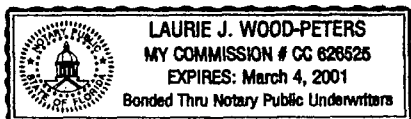
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of June, 2000, by John R. Peshkin, as President of Monarch Homes of Florida, Inc., a Florida corporation, and President of Taylor Woodrow Homes Florida, Inc., a Florida corporation, the general partners of Taylor Woodrow Communities, a Florida general partnership, on behalf of the partnership identified herein as Developer and who is personally known to me ~~or who has produced~~ (Type of Identification) as identification and who ~~did~~/did not take an oath.

NOTARY SEAL:



Laurie J. Wood-Peters
Notary Public
Laurie J. Wood-Peters
Print Name of Notary

Commission No. _____ My Commission Expires _____

Approved and accepted for and on behalf of Manatee County, Florida, this 23rd day of January, 2000.



BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: Jem Clash
Chairman

ATTEST: R. B. Shore
R. B. Shore
Clerk of the Circuit Court

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Terry J. Moughan, Jack M. Woodruff, Cynthia L. Lewis, Donna M. Gergurich, Susan Gannuscio, Janet C. Rojo,
Thomas J. Gallagher, Swan Lee: of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 3rd day of February, 2000.

Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, PA.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 3rd day of February, 2000 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 2003

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 12th day of JUNE, 2000


Elizabeth M. Tuck, Secretary

Accepted in open session JAN 20 2001
Board of County Commissioners, Manatee County

For: Carlyle at the Villages
of Palm-Aire, Unit 2
Bond No. 20-84-47

AFFIRMATION AND ACCEPTANCE OF LOCAL ADDRESS

By signature below, I hereby affirm and accept the designation of the Tampa office of the American International Companies, parent company of The American Home Assurance Company, located at P.O. Box 25477, 100 North Tampa Street, Suite 2550, Tampa, Florida 33603, to accept any correspondence or other matters concerning this Bond.

Witness

Maria Broadrap
Signature

By Emmy Clough
Signature

Maria Broadrap
(Type or Print Name)

Emmy Clough, Administrative
(Type or Print Name & Title) Coordinator

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 2000, by _____ as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:



Sharon K. Moore
MY COMMISSION # CC888211 EXPIRES
November 15, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Sharon K. Moore
Notary Public

Sharon K. Moore
Print Name of Notary

Commission No. _____

My Commission Expires: 11-15-03

c:\word\plmaire\affirmation10.doc

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

#1160

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 18, 2001

TO: Susan Romine, Board Records Supv.
Clerk of the Circuit Court

FROM: Jane Oliver, Bond Coordinator *Jane Oliver*
Plan Implementation Div., Planning Dept.

SUBJECT: **LAKWOOD RANCH COUNTRY CLUB VILLAGE, SUBPH D,
UNIT 3A a/k/a GLENEAGLES (PDMU-92-01/FSP-96-49)
ACCEPT REQUIRED IMPROVEMENTS AGREEMENT
(EXTENSION AGREEMENT FOR FINAL LIFT OF ASPHALT)**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Authorization to release and return** the following Required Improvements Agreement in the amount of \$10,326.23 to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;

PLEASE DO NOT RELEASE SURETY BOND NO. 118424 ISSUED BY FRONTIER INSURANCE COMPANY. This Surety Bond will be used to secure the following Required Improvements Agreement on a one (1) year extension for final lift of asphalt, (see below).

- ~~Acceptance~~ and authorization for Chairman to execute the following Required Improvements Agreement. **This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners on July 28, 1998;**

- **Surety Bond No. 118424** issued by Frontier Insurance Company;
- **Amount of Performance Bond \$10,326.23**

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Ken MacIntyre, Plan Implementation
Suzanne Fugate, SMR Communities
Frontier Insurance Company

Agenda copy

REQUIRED IMPROVEMENTS AGREEMENT

(In conjunction with a Surety Bond as security guaranteeing completion of Required Improvements)

WHEREAS, SMR Communities Joint Venture, a Florida general partnership, (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as Lakewood Ranch Country Club Village Subphase D, Unit 3A, a/k/a Gleneagles (Project); and

WHEREAS, the Manatee County Land Development Code (LDC), Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

WHEREAS, the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Developer herewith tenders to the County a Surety Bond which is in an amount representing at least 130% of that estimated cost.

Accepted in open session JAN 23 2001
Board of County Commissioners, Manatee County

WITNESSETH:

1. The Developer, in consideration for the mutual covenants and conditions contained herein, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the LDC, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. Developer and Frontier Insurance Company, a New York Corporation, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of Ten Thousand Three Hundred Twenty Six and 23/100's Dollars (\$10,326.23), and the Developer herewith tenders to the County a Surety Bond, No. 118424, dated February 27, 1998, with Frontier Insurance Company, a New York Corporation, in the amount of Ten Thousand Three Hundred Twenty Six and 23/100's Dollars (\$10,326.23) which is already on file with the Clerk of the Circuit Court. Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been accepted by the County.
3. **CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:**
 - (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 27th day of February, 2002, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements and will pay all costs

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

thereof, including and without limitation all engineering, legal, and contingent costs.

(b) Alternatively, if the Developer should fail or refuse to complete all Required Improvements in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Required Improvements shall be at the sole discretion of the County.

4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements without regard to the amount of this Bond.
5. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby agrees.
6. This Agreement shall become effective upon the execution hereof by both parties hereto.

JAN 23 2001

Accepted in open session.....
Board of County Commissioners, Manatee County

SIGNED AND SEALED this 4th day of January, 2001.

WITNESSES:

DEVELOPER:

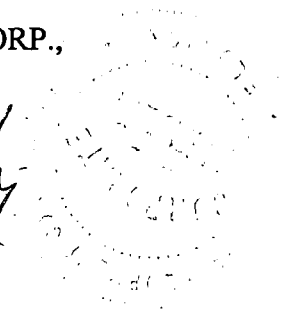
SMR COMMUNITIES JOINT VENTURE,
a Florida general partnership

BY: SMR-1 DEVELOPMENT CORP.,
a Florida corporation

Irene Jewitt
Print Name: IRENE JEWITT

Camela J. Banks
Print Name: Camela J. Banks

By: Thomas J. Danahy
Thomas J. Danahy, President

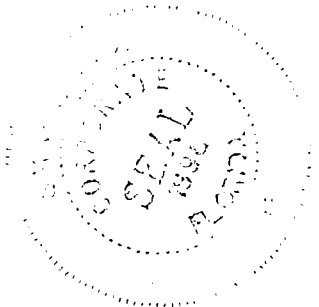


Irene Jewitt
Print Name: IRENE JEWITT

Camela J. Banks
Print Name: Camela J. Banks

BY: SMR-2, INC.,
a Florida corporation

By: C. John A. Clarke
C. John A. Clarke, President

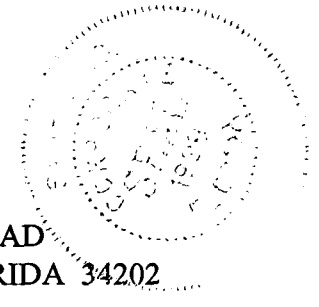


Irene Jewitt
Print Name: IRENE JEWITT

Camela J. Banks
Print Name: Camela J. Banks

BY: SMR-4, INC.,
a Florida corporation

By: C. John A. Clarke
C. John A. Clarke, President



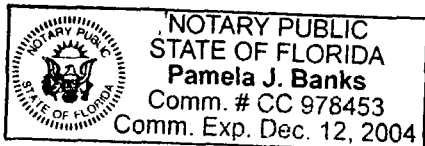
ADDRESS:
6215 LORRAINE ROAD
BRADENTON, FLORIDA 34202

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of January, 2001, by Thomas J. Danahy, President of SMR-1 Development Corp., and C. John A. Clarke, President of SMR-2, Inc. and C. John A. Clarke, President of SMR-4, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, Thomas J. Danahy and C. John A. Clarke are personally known to me and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said corporations and said general partnership.

NOTARY SEAL:



Pamela J. Banks
Notary Public

Pamela J. Banks
Print Name of Notary

Commission No. CC978453

My Commission Expires 12-12-04

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA, THIS 23rd DAY OF January, 2001.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST

R. B. Shore
R. B. SHORE
CLERK OF THE CIRCUIT COURT

BY: J. M. Clark
CHAIRMAN

1192

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 18, 2001

TO: Susan Romine, Board Records Supv.
Clerk of the Circuit Court

FROM: Jane Oliver, Bond Coordinator *Jane Oliver*
Plan Implementation Div., Planning Dept.

SUBJECT: **RIVERWALK VILLAGE, SUBPHASE E
PDMU-92-01
ACCEPT REQUIRED IMPROVEMENTS AGREEMENT
(EXTENSION AGREEMENT FOR FINAL LIFT OF ASPHALT)**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Authorization to release and return** the following Required Improvements Agreement in the amount of \$14,787.50 to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;

PLEASE DO NOT RELEASE SURETY BOND NO. 151025 ISSUED BY FRONTIER INSURANCE COMPANY. This Surety Bond will be used to secure the following Required Improvements Agreement on a one (1) year extension for final lift of asphalt, (see below).

- ~~Acceptance of~~ and authorization for Chairman to execute the following Required Improvements Agreement. **This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners on May 16, 2000;**
 - **Surety Bond** No. 151025 issued by Frontier Insurance Company;
 - **Amount** of Performance Bond \$14,787.50

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Ken MacIntyre, Plan Implementation
Suzanne Fugate, SMR Communities
Frontier Insurance Company

Agenda Copy

REQUIRED IMPROVEMENTS AGREEMENT

(In conjunction with a Surety Bond as security guaranteeing completion of Required Improvements)

WHEREAS, SMR Communities Joint Venture, a Florida general partnership, (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as Riverwalk Village Subphase E (Project); and

WHEREAS, the Manatee County Land Development Code (LDC), Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

WHEREAS, the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Developer herewith tenders to the County a Surety Bond which is in an amount representing at least 130% of that estimated cost.

JAN 23 2001

Accepted in open session
Board of County Commissioners, Manatee County

WITNESSETH:

1. The Developer, in consideration for the mutual covenants and conditions contained herein, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the LDC, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. Developer and Frontier Insurance Company, a New York Corporation, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of Fourteen Thousand Seven Hundred Eighty Seven and 50/100's Dollars (\$14,787.50), and the Developer herewith tenders to the County a Surety Bond, No. 151025, dated January 10, 2000, with Frontier Insurance Company, a New York Corporation, in the amount of Fourteen Thousand Seven Hundred Eighty Seven and 50/100's Dollars (\$14,787.50) which is already on file with the Clerk of the Circuit Court. Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been accepted by the County.
3. **CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:**
 - (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 10th day of January, 2002, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements and will pay all costs thereof, including

JAN 23 2001

and without limitation all engineering, legal, and contingent costs.

(b) Alternatively, if the Developer should fail or refuse to complete all Required Improvements in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Required Improvements shall be at the sole discretion of the County.

4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements without regard to the amount of this Bond.
5. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby agrees.
6. This Agreement shall become effective upon the execution hereof by both parties hereto.

JAN 23 2001

Accepted In open session.....
Board of County Commissioners, Manatee County

SIGNED AND SEALED this 4th day of JANUARY, 2001.
~~December~~

WITNESSES:

DEVELOPER:

SMR COMMUNITIES JOINT VENTURE,
a Florida general partnership

BY: SMR-1 DEVELOPMENT CORP.,
a Florida corporation

Irene Jewitt
Print Name: Irene Jewitt

Pamela J. Banks
Print Name: Pamela J. Banks

By: Thomas J. Danahy
Thomas J. Danahy, President

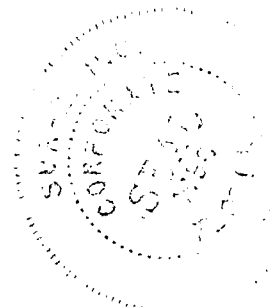


Irene Jewitt
Print Name: IRENE JEWITT

Pamela J. Banks
Print Name: Pamela J. Banks

BY: SMR-2, INC.,
a Florida corporation

By: C. John A. Clarke
C. John A. Clarke, President

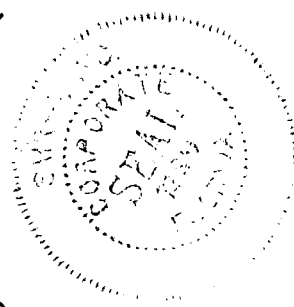


Irene Jewitt
Print Name: IRENE JEWITT

Pamela J. Banks
Print Name: Pamela J. Banks

BY: SMR-4, INC.,
a Florida corporation

By: C. John A. Clarke
C. John A. Clarke, President



ADDRESS:

6215 LORRAINE ROAD
BRADENTON, FLORIDA 34202

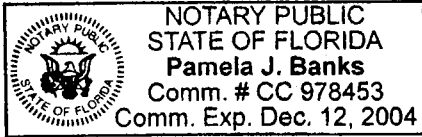
JAN 23 2001

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of January, 2001, by Thomas J. Danahy, President of SMR-1 Development Corp., and C. John A. Clarke, President of SMR-2, Inc. and C. John A. Clarke, President of SMR-4, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, Thomas J. Danahy and C. John A. Clarke are personally known to me and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said corporations and said general partnership.

NOTARY SEAL:



Pamela J. Banks
Notary Public

Pamela J. Banks
Print Name of Notary

Commission No. CC978453

My Commission Expires 12/12/04

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA, THIS 23rd DAY OF January, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



ATTEST:
R. B. Shore
R. B. SHORE
CLERK OF THE CIRCUIT COURT

BY: Joe McClash
CHAIRMAN

1130

#1130

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

RECEIVED

DATE: January 17, 2001

JAN 18 2001

TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court

BOARD RECORDS

FROM: Jane Oliver-Mason, Bond Coordinator
Plan Implementation Div., Planning Dept.



SUBJECT: **SUMMERFIELD VILLAGE, SUBPHASE C
UNITS 6-B AND 7-B
PDR-91-17/95-S-17 (F)
DEFECT SECURITY RELEASE**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return the~~ Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Warranting Required Improvements to: C. John Clarke, President of SMR-2, Incorporated located at 6215 Lorraine Road, Bradenton, FL 34202;
- ~~Authorization to release and return the~~ Surety Bond in conjunction with the above Agreement to: C. John Clarke, President of SMR-2, Incorporated located at 6215 Lorraine Road, Bradenton, FL 34202;
 - **Surety Bond** No. 109765 issued by Frontier Insurance Company;
 - **Amount** of Defect Security Bond \$21,857.91;

/jom

cc: Records Management
Mark Jones, Transportation Dept.
Mickey Lutz, Superintendent, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
Pam Banks, SMR Communities, Inc.
Frontier Insurance Company

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

RECEIVED

DATE: January 17, 2001

JAN 18 2001

TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court

BOARD RECORDS

FROM: Jane Oliver-Mason, Bond Coordinator
Plan Implementation Div., Planning Dept.



SUBJECT: **HAMMOCK PLACE, PHASE I
95-2-23 (F)
DEFECT SECURITY RELEASE**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Warranting Required Improvements to: Larry Copeman, President of Copeman Builders, Incorporated located at 5410 14th Street West, Bradenton, FL 34207;
- ~~Authorization to release and return~~ the Surety Bond in conjunction with the above Agreement to: Larry Copeman, President of Copeman Builders, Incorporated located at 5410 14th Street West, Bradenton, FL 34207;
- **Surety Bond** No. 79-0120-52144-97-1 issued by Fidelity & Guaranty Insurance Company;
- **Amount** of Defect Security Bond \$29,169.26

/mjo

cc: Records Management
Mark Jones, Transportation Dept.
Mickey Lutz, Superintendent, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
Larry Copeman, Copeman Builders
Fidelity & Guaranty Insurance Co.

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

RECEIVED

DATE: January 17, 2001

JAN 18 2001

TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court

BOARD RECORDS

FROM: Jane Oliver-Mason, Bond Coordinator
Plan Implementation Div., Planning Dept.



SUBJECT: **MILL CREEK, PHASE VI
PDR-98-13/99-S-64 (F)
RELEASE OF PERFORMANCE BOND/
RELEASE OF PRIVATE IMPROVEMENTS PERFORMANCE BOND/
ACCEPTANCE OF DEFECT SECURITY BOND**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the Required Improvements Agreement (In conjunction with a Letter of Credit as security guaranteeing completion of Required Improvements, Form No. 8417) to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
- ~~Authorization to release and return~~ the Letter of Credit in conjunction with the above Agreement to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
 - Letter of Credit No. S00-02 issued by Republic Bank;
 - Amount of Performance Bond \$85,824.38;

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Susan Romine-Mill Creek, Ph VI
January 17, 2001
Page 2

- **Authorization to release and return** the Required Improvements Agreement and Temporary Construction Easement for Private Improvements to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
- **Authorization to release and return** the Letter of Credit in conjunction with the above Agreement to: Manatee Joint Venture located at 9115 58th Drive East, Suite A, Bradenton, FL 34202;
 - **Letter of Credit No. S00-04** issued by Republic Bank;
 - **Amount of Performance Bond \$56,028.00;**
- **Acceptance of,** and authorization for Chairman to execute the Agreement Warranting Required Improvements (Required with a Letter of Credit as Defect Security Warranting Required Improvements, Form No. 8418);
- **Acceptance of,** and authorization for Chairman to execute the Letter of Credit in conjunction with the above Agreement;
 - **Letter of Credit No. S00-32** issued by Republic Bank;
 - **Amount of Defect Security \$63,716.46**

/jom

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Mark Jones, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
Larry D'Urso, Manatee Joint Venture
Republic Bank

Attachments

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 17, 2001
TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court
FROM: Jane Oliver, Bond Coordinator
Plan Implementation Div., Planning Dept.



RECEIVED
JAN 18 2001
BOARD RECORDS

SUBJECT: **RIVER WOOD, PHASE II
PDR-89-01/97-S-10 (F)
RELEASE OF SIDEWALK PERFORMANCE BOND/
ACCEPTANCE OF SIDEWALK BOND EXTENSION**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the Agreement in Conjunction with Letter of Credit as Security Guaranteeing Completion of Required Sidewalks and Bikeways to: Mr. Stan Salzer with Sawair Industries, Incorporated located at One Beach Drive, S.E., Apt #2302, St. Petersburg, FL 33701;
- ~~Authorization to release and return~~ the Letter of Credit in conjunction with the above Agreement to: Mr. Stan Salzer with Sawair Industries, Incorporated located at One Beach Drive, S.E., Apt #2302, St. Petersburg, FL 33701;
- Letter of Credit No. S97-24 issued by Republic Bank;
- Amount of Performance Bond \$17,690.40;
- Acceptance of, and authorization for Chairman to execute the Agreement in Conjunction with Surety Bond as Security Guaranteeing Completion of Required Sidewalks and Bikeways. *This Agreement is a one (1) year extension to complete the required sidewalks and bikeways.*

APPROVED IN OPEN SESSION

JAN 23 2001

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 18, 2001
TO: Susan Romine, Board Records Supv.
Clerk of the Circuit Court
FROM: Jane Oliver-Mason, Board Coordinator
Plan Implementation Div., Planning Dept.
Jane Oliver-Mason
**SUBJECT: RIVER WOOD, PHASE II
PDR-89-01/97-S-10 (F)
DEFECT SECURITY RELEASE**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the following Agreement Warranting Required Improvements (Required with a Letter of Credit as Defect Security Warranting Required Improvements, Form 8418) to: Edward Mariani, President of Edmar Industries, Incorporated, please send to Post Office Box 10489, St. Petersburg, FL 33733;
- ~~Authorization to release and return~~ the following Letter of Credit and ALL amendments associated with the above Agreement to: Edward Mariani, President of Edmar Industries, Incorporated, please send to Post Office Box 10489, St. Petersburg, FL 33733
 - **Letter of Credit** No. S97-23 issued by Republic Bank;
 - **Amount** of Defect Security \$51,579.79;

/jom

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Mark Jones, Transportation Dept.
Robin Tardiff, Property Appraiser's Office
Ken MacIntyre, Plan Implementation
Edward Mariani, Edmar Industries, Inc.
Republic Bank

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 17, 2001

TO: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court

RECEIVED

JAN 18 2001

FROM: Jane Oliver, Bond Coordinator *Jane Oliver*
Plan Implementation Div., Planning Dept.

BOARD RECORDS

SUBJECT: **CARLYLE AT THE VILLAGES OF PALM AIRE
UNIT 2 (PDR-97-04/99-S-63 (F))
RELEASE OF PERFORMANCE BOND AND
ACCEPTANCE OF DEFECT SECURITY**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the Required Improvements Agreement (In conjunction with Surety Bond as security guaranteeing completion of Required Improvements) to: Mr. John Peshkin with Taylor Woodrow Communities located at 7120 South Beneva Road, Sarasota, FL 34238;
- ~~Authorization to release and return the~~ Surety Bond in conjunction with the above Agreement to: Mr. John Peshkin with Taylor Woodrow Communities located at 7120 South Beneva Road, Sarasota, FL 34238;

APPROVED IN OPEN SESSION

Surety Bond No. 20-82-95 issued by American Home Assurance Company;

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

Amount of Performance Bond \$277,287.73;

- **Acceptance of**, and authorization for Chairman to execute the Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Warranting Required Improvements.

#1160

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 18, 2001
TO: Susan Romine, Board Records Supv.
Clerk of the Circuit Court
FROM: Jane Oliver, Bond Coordinator *Jane Oliver*
Plan Implementation Div., Planning Dept.

SUBJECT: **LAKWOOD RANCH COUNTRY CLUB VILLAGE, SUBPH D,
UNIT 3A a/k/a GLENEAGLES (PDMU-92-01/FSP-96-49)
ACCEPT REQUIRED IMPROVEMENTS AGREEMENT
(EXTENSION AGREEMENT FOR FINAL LIFT OF ASPHALT)**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the following Required Improvements Agreement in the amount of \$10,326.23 to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;

PLEASE DO NOT RELEASE SURETY BOND NO. 118424 ISSUED BY FRONTIER INSURANCE COMPANY. This Surety Bond will be used to secure the following Required Improvements Agreement on a one (1) year extension for final lift of asphalt, (see below).

- **Acceptance of, and authorization for Chairman to execute the following Required Improvements Agreement. This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners on July 28, 1998;**
 - **Surety Bond No. 118424 issued by Frontier Insurance Company;**
 - **Amount of Performance Bond \$10,326.23**

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Ken MacIntyre, Plan Implementation
Suzanne Fugate, SMR Communities
Frontier Insurance Company

**APPROVED IN OPEN SESSION
JAN 23 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

1192

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: January 18, 2001

TO: Susan Romine, Board Records Supv.
Clerk of the Circuit Court

FROM: Jane Oliver, Bond Coordinator *Jane Oliver*
Plan Implementation Div., Planning Dept.

SUBJECT: **RIVERWALK VILLAGE, SUBPHASE E
PDMU-92-01
ACCEPT REQUIRED IMPROVEMENTS AGREEMENT
(EXTENSION AGREEMENT FOR FINAL LIFT OF ASPHALT)**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- ~~Authorization to release and return~~ the following Required Improvements Agreement in the amount of \$14,787.50 to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;

PLEASE DO NOT RELEASE SURETY BOND NO. 151025 ISSUED BY FRONTIER INSURANCE COMPANY. This Surety Bond will be used to secure the following Required Improvements Agreement on a one (1) year extension for final lift of asphalt, (see below).

- **Acceptance of, and authorization for Chairman to execute the following Required Improvements Agreement. This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners on May 16, 2000;**
 - **Surety Bond No. 151025 issued by Frontier Insurance Company;**
 - **Amount of Performance Bond \$14,787.50**

cc: Records Management
Mickey Lutz, Superintendent, Transportation Dept.
Ken MacIntyre, Plan Implementation
Suzanne Fugate, SMR Communities
Frontier Insurance Company

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

RECEIVED

JAN 18 2001

RECEIVED

AUDIT SLIP NUMBER

BOARD RECORDS

FL Gulf Coast Anatomical Radio

Vendor Name

P.O. Box 55142

Address

St. Petersburg, Fl. 33732

City State Zip Code

Phone number

Manatee County
Board of County Commissioners
Audit Slip

JAN 08 2001
FINANCE DEPT.

Payment Authorized by: Carly W. Jeter

Rec
Dep/Div

Contact Person

5913 x 228
Phone

I hereby certify that the materials or services have been received, inspected and found satisfactory for the purpose for which they were purchased.
(ONLY COMPLETE IF ITEMS HAVE BEEN RECEIVED)

Received by

Date

EASON FOR PURCHASE Radio Snow Expo 12.13.00

TEM	GENERIC DESCRIPTION	QTY	UNIT	AMOUNT	ACCT KEY	OBJ	JL NUMBER	ACTIVITY
1	Refund Due			3382.31 455 0000000	115001			
				3382.31				
TOTAL AMOUNT				\$ 3382.31				
				3382.31				

FINANCE USE ONLY

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

JAN 23 2001

APPROVED IN OPEN SESSION

ESC Refund PURPMT

IV NUMBER AR005473

UE DATE

TERMS

DISCOUNT

SEP CK

INV AMT \$ 2382.31

INV DATE 1/18/01

PEID P000517

PO

ELATE CODES

SEC REF

DIVISION

AR

P000517

MCC

ENDOR ACCT#



N₂

Manatee Convention Center
 One Haben Boulevard, Palmetto, Florida 34221
 (941) 722-3244 • FAX (941) 729-1820

Contract # 20-021

DATE January 5, 2001
 TO Florida Gulf Coast Amateur Radio
Po Box 55142
St. Petersburg, FL 33732
Attn: Bill Durkin

INVOICE

Tax Exempt Number _____

ID Number _____

Radio Show
December 1-3, 2000

Charges

Rent- Center Hall Move In (12/1/00)	1 @	\$600.00 /day	600.00	
Conference Wing (12/2/00)	1 @	\$700.00 /day	700.00	
Terra Ceia (12/3/00)	1 @	\$125.00 /day	125.00	
Anna Maria (12/3/00)	1 @	\$175.00 /day	175.00	
Palma Soia (12/3/00)	1 @	\$175.00 /day	175.00	
Center Hall Event Days (12/2-3/00)	2 @	\$1,200.00 /day	2,400.00	
20% Multi Day Discount	@		(835.00)	
Total Rent	@		0.00	3,340.00
8' Tables	189 @	\$5.50 ros	1,039.50	
6' Tables	1 @	\$4.00 ros	4.00	
Classroom Tables	6 @	\$2.75 ros	16.50	
Chairs	168 @	\$1.00 ros	168.00	
Pipe and Drape	180 @	\$2.00 ros	360.00	
Table Skirts	29 @	\$1.50 ros	43.50	
Table Skirts	16 @	\$1.50 ros	24.00	
8' Tables (LBK 12/2/00 ONLY)	2 @	\$4.00 /each	8.00	
Chairs (LBK 12/2/00 ONLY)	200 @	\$0.75 /each	150.00	
20% Discount (LBK 12/2/00 ONLY)	@		(31.60)	
Total Rent	@		0.00	1,781.90
Utilities Use Over 4 Hours	2 @	\$500.00 /day	1,000.00	1,000.00
Electric (20 amp service)	19 @	\$32.00 ros	608.00	608.00
Electrician	4 @	\$18.50 /hr	74.00	74.00

CREDIT- Dep Rec 2/1/00 CK# 422 (933.33)

Dep Rec 10/3/00 CK# 501 (1,000.00)

Dep Rec 11/30/00 CK# 507 (2,679.67)

Credit from Ticket Sales (711 tickets @ \$7) (4,977.00)

Subtotal (2,786.10)

MCC Representative

Jay Carriker/Event Coordinator

Tax * 403.79

Licensee

Florida Amateur Radio Council/Bill Durkin

TOTAL (\$2,382.31)

Payment Due

Refund Due

THIS INVOICE VOIDS #2845 DATED 12/8/00

RECEIVED

JAN 18 2001

Manatee County
Board of County Commissioners
Audit Slip

RECEIVED

JAN 16 2001

FINANCE DEPT.

1128996

AUDIT SLIP NUMBER

CBSA

Vendor Name

Address, MIN 55480-9129

City State Zip Code

Phone number

Refunds - Error Deposit

Received by

Date

Phone

PAID BY Authorized by:

DRAG Div

Contact Person

REASON FOR PURCHASE

ITEM	GENERIC DESCRIPTION	QTY	UNIT	AMOUNT	ACCT KEY	OBJ	JL NUMBER	ACTIVITY
1	Refunds that were deposited into Manatee's Insurance Funded Account in error by CBSA - See attached detail			\$5,322.97	506004100	549102		
								APPROVED IN OPEN SESSION
								JAN 23 2001
TOTAL AMOUNT				\$ 5,322.97				

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

FINANCE USE ONLY

ESC *Recurring Deposits Account Error*

INV NUMBER *AS028996* INV AMT \$ _____

INV DATE _____ INV DATE *1/10*

PE ID *10040210 AP* PO _____

TERMS _____ DISCOUNT _____

SEC REF _____ DIVISION _____

ENDOR ACCT# _____

Refunds Deposit into Manatee Claims in Error

Deposit Date	From	Check #	Amount	Correct Group
21-Jun-00	Bradenton Surgery	4850	72.00	777 Cedar Hammock
	Manatee Memorial	76385	59.40	777 Cedar Hammock
	Manatee Memorial	76387	46.54	778 Southern Fire
	Manatee Memorial	76383	59.40	777 Cedar Hammock
	Manatee Memorial	76389	153.00	778 Southern Fire
	Manatee Memorial	76386	59.40	778 Southern Fire
	Manatee Memorial	76384	59.40	777 Cedar Hammock
	Manatee Memorial	76390	125.50	778 Southern Fire
	Children's Therapy	3207	48.00	778 Southern Fire
	Memorial Health U	112921	628.81	777 Cedar Hammock
8-Aug-00	Cortez Foot Surgery	10138	175.52	777 Cedar Hammock
	Manatee Memorial	79947	843.07	778 Southern Fire
	Manatee Memorial	77768	73.55	778 Southern Fire
7-Sep-00	Dr. Dale Burroughs	51727	68.00	778 Southern Fire
	Dr. Dale Burroughs	51726	748.00	778 Southern Fire
	Manatee Memorial	80782	1,669.58	778 Southern Fire
	Family Health Ctr	27611	6.80	759 City of Holmes Beach
	Blake Med Center	3651022	375.00	777 Cedar Hammock
	Eye Center Inc	1115	52.00	777 Cedar Hammock
TOTAL			<u><u>5,322.97</u></u>	

BANK OF AMERICA

Robey Barber/CBSA Manatee County Benefits

Acct# 0034-4216-3023

Date: JUNE 21, 2000

#	CHECK #	AMOUNT	
1	4850	72.00	777
2	76385	59.40	777
3	76387	46.54	778
4	76383	59.40	777
5	76389	153.00	778
6	76386	59.40	778
7	76384	59.40	777
8	76390	125.50	778
9	3207	48.00	778
10	112921	628.81	777
11	2688	70.00	
12	2108814	40.40	
13	74521	80.92	
14	73836	15.00	
15	73837	34.72	
16	3000625	45.28	
17	88794	165.40	
18	2097977	50.38	
19	2097981	8.00	
20	2097982	75.30	
21	2097983	50.38	
22	2097974	31.00	
23	5758	153.19	
24	75631	27.33	
25	75632	31.06	
26	75634	443.41	
27	75635	380.96	
28	3329581	1,060.00	
29	10084	33.48	
30	75636	147.45	
31	76392	363.40	
32	76388	34.72	
33	2079923	65.35	
34	74915	8,938.04	
35	74917	165.76	
36	5663	6.40	
37	75956	207.25	
38	2136546	5.72	
39	14954	92.42	
	TOTAL	14,134.17	

4

RECEIVED

JAN 17 2001

BOARD RECORDS

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

ROUTING SLIP

Date: January 12, 2001

Mrs. Glass *Amj*

Minutes of the **Manatee County Board of Commissioners** meeting for your review and comment:

September 19, 2000 Special
September 26, 2000 Regular
October 3, 2000

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

RECEIVED
JAN 16 2001
BOARD RECORDS

ROUTING SLIP

Date: January 12, 2001

Mr. Bruce



Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

September 19, 2000 Special
September 26, 2000 Regular
October 3, 2000 Regular

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

ROUTING SLIP

Date: January 12, 2001

Mr. McClash

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

September 19, 2000	Special
September 26, 2000	Regular
October 3, 2000	Special

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA



RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

H. Y. B.

ROUTING SLIP

Date: January 12, 2001

RECEIVED
JAN 18 2001
BOARD RECORDS

Ms. Brown

Minutes of the **Manatee County Board of Commissioners** meeting for your review and comment:

September 19, 2000 Special
September 26, 2000 Regular
October 2, 2000 Regular

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY



ROUTING SLIP

Date: January 12, 2001

Mrs. Von Hahmann

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

September 19, 2000	Special
September 26, 2000	Regular
October 3, 2000	Regular

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

ROUTING SLIP

Date: January 12, 2001

Mrs. Stein



Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

September 19, 2000	Special
September 26, 2000	Regular
October 3, 2000	Regular

January 23, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

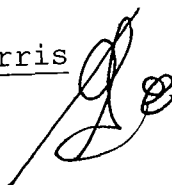
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 12 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY

ROUTING SLIP

Date: January 12, 2001

Mr. Harris



Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

September 19, 2000	Special
September 26, 2000	Regular
October 3, 2000	Regular

January 23, 2001
Date to be submitted
for approval

RECEIVED
JAN 25 2001
BOARD RECORDS

RECEIVED

JAN 16 2001

Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 19, 2000

Mr. McClash

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

February 6, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA



2

RECEIVED

JAN 16 2001

Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 16, 2001

Mrs. Glass



Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

February 6, 2000
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 16 2001
Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 19, 2001



Mrs. Von Hahmann

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

February 6, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED
JAN 23 2001
BOARD RECORDS

RECEIVED
JAN 16 2001
Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 13, 2001

Mrs. Stein



Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

February 6, 2001
Date to be submitted
for approval

RECEIVED

JAN 16 2001

Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 18, 2001

Mr. Bruce

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

Febraury 6, 2001
Date to be submitted
for approval

APPROVED IN OPEN SESSION

JAN 23 2001

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED

JAN 16 2001

Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 18, 2001

M.Y.B.

Ms. Brown

Minutes of the **Manatee County Board of Commissioners** meeting for
your review and comment:

October 17, 2000
October 24, 2000

1/23/01

February 6, 2001

Date to be submitted
for approval

RECEIVED
FEB 05 2001
BOARD RECORDS

RECEIVED

JAN 16 2001

Board of County Commissioners
Manatee County

ROUTING SLIP

Date: January 12, 2001

Mr. Harris



Minutes of the Manatee County Board of Commissioners meeting for
your review and comment:

October 17, 2000
October 24, 2000

1/23/01

~~February 6, 2001~~
Date to be submitted
for approval

RECEIVED

FEB 05 2001

BOARD RECORDS

RECEIVED

JAN 25 2001

BOARD RECORDS

SATISFACTION OF JUDGMENT

The COUNTY OF MANATEE, FLORIDA, the owner and holder of that certain lien pursuant to the provisions of Section 27.56 of the Florida statues created in and by that certain Judgment in Case Number 99-2431JD , against the Parent(s) or Guardian(s): Cecilia Gates , and recorded in Official Records Book 245 Page 469 of the Public Records of Dixie County, Florida, hereby acknowledges full payment and complete satisfaction thereof and directs the Clerk of the Circuit Court of said County to cancel same of record.

Executed on January 23, 2001.

COUNTY OF MANATEE, FLORIDA,
by and through its Board of
County Commissioners

By: J. McIlash
Chairman



ATTEST: R. B. Shore
Clerk of the Circuit Court

R. B. Shore

IN THE INTEREST OF:

JG
A Child

CASE NO: 99-2431 JD

MOTION TO ASSESS ATTORNEY'S FEE AND COSTS

Having represented the Child in this cause and having incurred the costs listed below, the undersigned Assistant Public Defender, pursuant to the requirements of F.S. 27.52(2)(d) and F. S. 39.041, hereby states that the following is a reasonable attorney's fee, and the costs incurred, are:

- 1. SUGGESTED ATTORNEY'S FEE \$ 100
- 2. COURT COSTS (F.S. 27.56):
 - *Deposition and Transcription Costs ... \$ _____
 - *Expert Witness fees and expenses \$ _____
 - *Other: _____ \$ _____
 - *As shown on Attached Exhibit \$ _____
- TOTAL COURT COSTS \$ _____
- 3. PUBLIC DEFENDER APPLICATION FEE (\$40.00) (F.S. 27.52) \$ 40
- 4. TOTAL ATTORNEY'S FEE AND COSTS \$ 140

ELLIOTT C. METCALFE, JR.
PUBLIC DEFENDER

By: [Signature]
Assistant Public Defender

FINAL JUDGMENT ASSESSING ATTORNEY'S FEE AND COSTS

The Court finds that the following persons:

- 1. JG, above child, DOB 12/2/82 SSN: 594762637
Address: H C 1 Box 625 Riverview Rd Old Town, FL 32680
- 2. Cecilia Dates, the Parent, DOB / / SSN: _____
Address: H C 1 Box 625 Riverview Rd Old Town, FL 32680
- 3. _____, the Parent, DOB / / SSN: _____
Address: _____
- 4. _____, the Legal Guardian, DOB / / SSN: _____
Address: _____

have received the assistance of the Public Defender, Twelfth Judicial Circuit, appointed pursuant to the requirements of F.S. 27.52(2)(d) and F.S. 39.041, and said Child having been sentenced in the above-styled cause(s), it is hereby,

ORDERED AND ADJUDGED as follows:

- 1. That the sum of \$ 140.00 is determined to be a reasonable attorney's fee and Court costs for the services rendered Child up to the date of this Judgment, and Manatee County does have, receive and recover from the above-named Parents(s) or Legal Guardian said sum, for which let execution issue.
- 2. That and the above-named Parents or Legal Guardian shall pay said fee and costs to the Clerk of Court, Manatee County, Florida.
- 3. That the Clerk of Court shall record a certified copy of the Final Judgment in the Public Records of Manatee County, Florida, and mail a copy to the office of the attorney for said County.

DONE AND ORDERED this 7 day of Feb, 2000, in Manatee County, Florida.

[Signature]
CLERK

Address of Lienholder
Manatee County
1115 Manatee Avenue West
Bradenton, FL 34205

COPIES PROVIDED BY CLERK TO:
DJJ/SAO/PARENT/CRIMINAL FINES
AND RECORDING DEPARTMENT OF
COUNTY OF RESIDENCE THIS
10TH DAY OF FEBRUARY 2000

Clerk of the Circuit Court - Manatee County

R. B. 'Chips' Shore

P.O. Box 25400 Bradenton, FL 34206

J.G.

PAYOR/MEMO: RT MAIL MO 85778762365

Page 1 of 1

ID NO: 99-2431JD

CR PJ 22019011 01/18/2001 09:17

PDL	PUBLIC DEFEND LIENS	001000000-209026	100.00
ICD	INDG CRIM DEF STATE	001000000-209090	40.00

Total 140.00

Office Hours *****8:30 AM - 5:00 PM
Prompt and Courteous Service is Our Goal

This Receipt Must Be Validated
By Central Cashiering
*** DUPLICATE ***

SATISFACTION OF JUDGMENT

The COUNTY OF MANATEE, FLORIDA, the owner and holder of that certain lien pursuant to the **FINAL JUDGMENT** created in and by that certain Judgment in Case Number 97-2109M in the County Court in and for Manatee County, Florida, entered 8-20-98 against the Defendant BRIAN BAKER, and recorded in Official Records Book 1565 Page 5601 of the Public Records of Manatee County, Florida, hereby acknowledges full payment and complete satisfaction thereof and directs the Clerk of the Circuit Court of said County to cancel same of record.

Executed on January 23, 2001.

COUNTY OF MANATEE, FLORIDA,
by and through its Board of
County Commissioners

By: J. M. Clark
Chairman



ATTEST: R. B. Shore
Clerk of the Circuit Court

R. B. Shore

Barnes Walker Title Inc./Escrow

Clerk of Court
1820.032.01.07/C G

1/17/2001

38782

100.00

Case No. 97-21094

Bryan Baker

County House
Criminal Fines

BWT Escrow Account

Judgment Payoff

100.00

STATE OF FLORIDA
Plaintiff

vs
Bryan Baker
Defendant. Bryan Baker

CASE NO. 97-2109M

MOTION TO ASSESS ATTORNEY'S FEE AND COSTS

Having represented the Defendant in this cause and having incurred the costs listed below, the undersigned Assistant Public Defender (or Special Assistant Public Defender), pursuant to the requirements of F.S. 27.56(1)(a), hereby states that the following is a reasonable attorney's fee, and the costs incurred, are:

- 1. SUGGESTED ATTORNEY'S FEE \$ 100
- 2. COURT COSTS (F.S. 27.56):
 - *Deposition and Transcription Costs..... \$ _____
 - *Expert Witness fees and expenses..... \$ _____
 - *Other: _____ \$ _____
 - *As Shown on Attached Exhibit \$ _____
 - Less Clerk's cost: (\$50 Misd. or \$200 Fel.) \$ _____
 - TOTAL COURT COSTS \$ _____
- 3. PUBLIC DEFENDER APPLICATION FEE (\$40.00) (F.S. 27.52) \$ _____
- 4. TOTAL ATTORNEY'S FEE AND COSTS \$ 100

ELLIOTT C. METCALFE, JR.
PUBLIC DEFENDER

Special Assistant Public Defender

Assistant Public Defender

FINAL JUDGMENT ASSESSING ATTORNEY'S FEE AND COSTS

The above named Defendant, whose date of birth is: 10/29/73 and whose address is:

605 80th Ave E Bradenton FL
having been declared indigent, and having received the assistance of the Public Defender (or Special Public Defender), Twelfth Judicial Circuit, appointed pursuant to the Florida Statutes or Florida Rules of Criminal Procedure, and said Defendant having been sentenced in the above-styled cause(s), it is hereby,

ORDERED AND ADJUDGED as follows:

- 1. That the sum of \$ 100 is determined to be a reasonable attorney's fee and Court costs for the services rendered Defendant up to the date of this Judgment, and Manatee County does have, receive and recover from the above-named Defendant said sum, for which let execution issue.
- 2. That Defendant shall pay said fee and costs to the Clerk of Court, Manatee County, Florida.
- 3. That the Clerk of Court shall record a certified copy of this Final Judgment in the Public Records of Manatee County, Florida, and mail a copy to the office of the attorney for said County.

DONE AND ORDERED this 12 day of Aug, 19 98, in Manatee County, Florida.

JUDGE

Address of Lienholder:
Manatee County
1115 Manatee Avenue West
Bradenton, FL 34205

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
Witness my hand and official seal this 12 day

August 19 98 Official
H. B. SHURE
Clerk of Circuit Court

BY [Signature] DC

EX 1565 PG 5001 1157460
FILED AND RECORDED 08/24/98 1:04PM 1 of 1
H.B. SHURE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

RECEIVED
CIRCUIT COURT
MANATEE COUNTY
FLORIDA
AUG 24 1998

**PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: January 11, 2001

TO: Susan Romine, Board Records
Clerk of the Circuit Court

FROM: Kim Sparks
Planning Department

SUBJECT: Minutes of Meetings of the Board of Supervisors
Lakewood Ranch Community Development District 3

**RECEIVED
JAN 16 2001
BOARD RECORDS**

Enclosed is a copy of the approved minutes of the Board of Supervisors of the Lakewood Ranch Community Development Districts 3 meeting held on October 5, 2000.

Please arrange to have these placed on a future Board of County Commissioners agenda for the purpose of having them entered into the record.

Thank you for your assistance.

Kim Sparks

ks

Attachment

cc: Janete Lawson

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

**MINUTES OF MEETING
LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT 3**

The regular meeting of the Board of Supervisors of the Lakewood Ranch Community Development District 3 was held Thursday, October 5, 2000, at 12:10 p.m. in the offices of Lakewood Ranch Community Services Office, 6310 Lakewood Ranch Boulevard, Bradenton, Florida.

Present and constituting a quorum were:

C. John Clarke	Vice Chairman
Anthony Chiofalo	Supervisor
Mary Fran Carroll	Supervisor
Roger Hill	Supervisor

Also present were:

Gary Moyer	Manager
Jerree Amodio	Home Owners Association
JoAnne Dain	Summerfield Board of Directors
Tom Danahy	SMR Communities
Mike Elfers	Environmental Affairs Consultants
Michael Kennedy	Wilson, Miller & Barton
Erin Larrinaga	Fowler White et al.
Louis Lawman	District Maintenance Manager
Tim Martin	SMR Communities
Gary Montin	Environmental Affairs Consultants
Bob Weber	SMR Communities
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Clarke called the meeting to order at 12:10 p.m.

Mr. Moyer called the roll and stated that there was a quorum for the meeting.

SECOND ORDER OF BUSINESS

Approval of the Minutes

Mr. Clarke asked are there any questions or comments on the minutes from the September 7, 2000, meeting?

On MOTION by Ms. Carroll, seconded by Mr. Hill, with all in favor, minutes of the September 7, 2000, meeting were approved.

THIRD ORDER OF BUSINESS

Construction Status Report

There being nothing to report, the next item followed.

FOURTH ORDER OF BUSINESS

**Consideration of Engagement
Letter with Berger, Toombs, Elam
& Frank to Perform the Audit for
Fiscal Year Ending September 30,
2000**

Mr. Moyer stated this is the standard form of engagement letter with our auditing firm. The fee that is proposed is \$4,800, and staff recommends approval.

On MOTION by Mr. Hill, seconded by Mr. Chiofalo, with all in favor, approval was given to the engagement letter with Berger, Toombs, Elam & Frank to perform the audit for fiscal year 2000 in the amount of \$4,800.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being nothing to report, the next item followed.

B. Engineer

1. Specific Authorization No. 10 with Wilson Miller for General Engineering Services for Fiscal Year 2001 in the Amount of \$12,000.

Mr. Kennedy stated this is the standard authorization for services for the next year in the amount of \$12,000, which has been included in the budget. We will be utilizing that money as the Board directs.

On MOTION by Mr. Hill, seconded by Ms. Carroll, with all in favor, approval was given to specific authorization no. 10 with Wilson Miller for general engineering services for fiscal year 2001 in the amount of \$12,000.

2. Consideration of Contract Award for Landscape and Irrigation Maintenance

Mr. Weber stated attached to the handout I provided yesterday is a bid summary from TruGreen LandCare for the landscape and irrigation maintenance for District. The annual amount is \$106,626, which is less than the amount we are currently paying to Lakewood Ranch Property Maintenance, which is \$121,000. Mr. Lawman and I recommend that you award a contract to TruGreen LandCare for the period November 1, 2000, through September 30, 2001, which is 11 months, in the amount of \$105,409.

On MOTION by Ms. Carroll, seconded by Mr. Hill, with all in favor, approval was given to award a contract to TruGreen LandCare for landscape and irrigation maintenance in the amount of \$105,409.

Mr. Clarke stated I would like Mr. Danahy to do a letter to Colonial Properties to establish a fair share from their new development towards the Town Center landscaping.

Mr. Danahy asked did you have a meeting with them yesterday?

Mr. Clarke stated it got contentious, so we did not get into that. We were not getting very far with the subject at hand, and I did not think it appropriate to bring this up.

C. Treasurer—Approval of Invoices, Funding Request, and Requisitions

Mr. Chiofalo stated the invoices for the operation and maintenance of the District total \$27,672.32. These are the standard monthly items.

On MOTION by Mr. Hill, seconded by Ms. Carroll, with all in favor, the invoices totaling \$27,672.32 were approved.

Mr. Chiofalo stated the general fund statement is included in the report, which is as of August 31, 2000, showing the operations and maintenance costs of the District through that date. The total expenditures are \$278,912, which is \$52,700 below budget. We expect that amount to carry forward through September.

D. Community Association

There being nothing to report, the next item followed.

E. Manager

There being nothing to report, the next item followed.

FIFTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Audience Comments

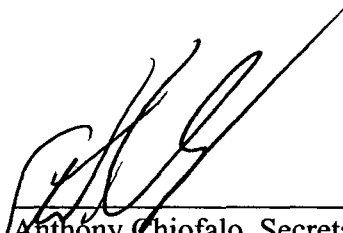
Mr. Don O'Leary asked from University Parkway going to Publix onto Market Street, is the red brick on the street going to be repainted? Who does that? Another item is the stop sign at Publix. A palm tree is covering the stop sign.

Mr. Clarke stated I saw that.

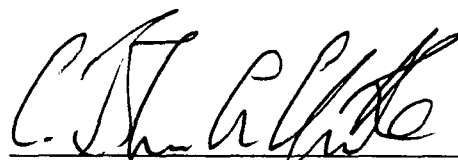
Ms. Amodio stated these should go on a special request.

SEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Hill, seconded by Mr. Chiofalo, with all in favor, the meeting adjourned at 12:15 p.m.



Anthony Chiofalo, Secretary



C. John Clarke, Vice Chairman

AGENDA

LAKWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT 3

Thursday
October 5, 2000
10:00 A.M.

Lakewood Ranch Community Services Office
6310 Lakewood Ranch Boulevard
Bradenton, Florida 34202

1. Roll Call
2. Approval of the Minutes of the September 7, 2000 Meeting
3. Construction Status Report
4. Consideration of Engagement Letter with Berger, Toombs, Elam & Frank to Perform the Audit for Fiscal Year Ending September 30, 2000
5. Staff Reports
 - A. Attorney
 - B. Engineer
 1. Specific Authorization No. 10 for General District Services for Fiscal Year 2000-1001
 - C. Treasurer's Report - Approval of Invoices, Funding Request and Requisitions
 - D. Community Association Report
 - E. Manager
6. Supervisor's Requests
7. Audience Comments
8. Adjournment

BRADENTON HERALD

www.bradenton.com
P.O. Box 921
Bradenton, FL 34206-0921
102 Manatee Avenue West
Bradenton, FL 34205-8894
941/748-0411 ext. 7065

Bradenton Herald
Published Daily
Bradenton, Manatee, Florida

RECEIVED
OCT 4 2000

STATE OF FLORIDA
COUNTY OF MANATEE;

Before the undersigned authority personally appeared Sandy Riley, who on oath says that she is a Legal Advertising Representative of the Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of NOTICE OF MEETING-LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT 3 in the Court, was published in said newspaper in the issues of 9/28,'00.

Affiant further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sandy Riley
(Signature of Affiant)

Sworn to and subscribed before me this
28th Day of Sept, 2000

DIANE S. BACRO
Notary Public - State of Florida
My Commission Expires Aug 15, 2003
Commission # CC863180

Diane S. Bacro

SEAL & Notary Public
Personally Known OR Produced Identification
Type of Identification Produced _____

DISTRICT 3
A public meeting of the Board of Supervisors of the Lakewood Ranch Community Development District 3 will be held on Thursday, October 15, 2000, at the Lakewood Ranch Community Services Office, 16310 Lakewood Ranch Blvd., Bradenton, Florida 34206, at 10:00 AM. A sign will be posted as soon as possible, immediately following the Lakewood Ranch Community Development District 3 meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Statute 177.04 for Community Development Districts.
There may be occasions when other work items will be discussed. As the above meeting time will be present, a speaker for those so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person wanting special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (941) 755-8880 at least 10 business days prior to the meeting.
E-mail: info@lakewoodranch.com
or call the District Office at (941) 755-8880.
and a witness upon which such record is to be based.
Notary Public
Diane S. Bacro



Berger, Toombs, Elam & Frank

Certified Public Accountants Chartered

Sun Bank Building
Suite 300
111 Orange Avenue
Fort Pierce, Florida 34950

561/461-6120
FAX: 561/468-9278

AUG 21 2000

August 11, 2000

Lakewood Ranch Community Development District 3
10300 NW 11th Manor
Coral Springs, Florida 33071

Board of Supervisors:

We are pleased to confirm our understanding of the services we are to provide Lakewood Ranch Community Development District 3 for the year ended September 30, 2000. We will audit the general-purpose financial statements of Lakewood Ranch Community Development District 3 as of and for the year ended September 30, 2000.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your general-purpose financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will be in compliance with the specifications set forth in Chapter 10.550, "Rules of the Auditor General-Local Governmental Entity Audits," and Section 11.45 of the Florida Statutes, and will include tests of the accounting records of Lakewood Ranch Community Development District 3 and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the general-purpose financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide reports (that do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgements by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles.



Lakewood Ranch Community Development District 3
August 11, 2000

Page two

Management Responsibilities (Continued)

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgement about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that errors, frauds, or other illegal acts may exist and not be detected by us. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the financial statements. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Lakewood Ranch Community Development District 3 complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we will perform tests of Lakewood Ranch Community Development District 3's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.



Lakewood Ranch Community Development District 3
August 11, 2000

Page three

Audit Procedures – Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Lakewood Ranch Community Development District 3's general-purpose financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgement, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

The workpapers for this engagement are the property of Berger, Toombs, Elam & Frank and constitute confidential information. However, we may be requested to make certain workpapers available to a Cognizant or Grantor Agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Berger, Toombs, Elam & Frank personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to a Cognizant or Grantor Agency. The Cognizant or Grantor Agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Our billings for the services set forth in this letter, which will be based upon our rates for this type of work, will be rendered during each month on an estimated basis and are payable upon receipt. It is our expectation that our fee for this engagement will be \$4,800. This estimate is based on anticipated cooperation from management and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Such billings will also include out-of-pocket expenses. This engagement includes only those services specifically described in this letter and appearances before judicial proceedings or government organizations or other regulatory bodies arising out of this engagement will be billed to you separately.



Lakewood Ranch Community Development District 3
August 11, 2000

Page four

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 1998 peer review report accompanies this letter.

We appreciate the opportunity to continue to be of service to Lakewood Ranch Community Development District 3 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BERGER, TOOMBS, ELAM & FRANK



David F. Haughton, Director

This letter correctly sets forth the understanding of Lakewood Ranch Community Development District 3.



Chairman, Board of Supervisors

10/30/00

Date



Rhonda K. Archer, Finance Director

11-7-00

Date



CPA
ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

James L. Hammer, C.P.A.
William H. Hawthorne, C.P.A.
Dale R. Hoffner, C.P.A.
Jeffrey L. King, C.P.A.
Jerry D. Marlar, C.P.A.
Gina L. Mascio, C.P.A.
M. Dennis Modrak, C.P.A.
Burdette R. Parent, Jr., C.P.A.
Stam W. Stathis, C.P.A.
Kenneth L. Thomas, C.P.A.
N. Donald Varnadore, C.P.A.

To the Owners
Berger, Toombs, Elam & Frank

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam & Frank (the firm) in effect for the year ended May 31, 1998. Our review was conducted in conformity with standards established by the Peer Review Board of the American Institute of Certified Public Accountants (AICPA). We tested compliance with the firm's system of quality control to the extent we considered appropriate. These tests included a review of selected accounting and auditing engagements.

In performing our review, we have given consideration to the quality control standards for an accounting and auditing practice issued by the AICPA. Those standards indicate that a firm's quality control policies and procedures should be appropriately comprehensive and suitably designed in relation to the firm's size, organizational structure, operating policies, and the nature of its practice. They state that variance in an individual's performance and understanding of professional requirements or the firm's quality control policies and procedures can affect the degree of compliance with a firm's prescribed quality control policies and procedures and, therefore, the effectiveness of the system.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam & Frank in effect for the year ended May 31, 1998, has been designed in accordance with the quality control standards for an accounting and auditing practice established by the AICPA and was being complied with for the year then ended to provide the firm with reasonable assurance of conforming with professional standards in the conduct of that practice.

CPA Associates, P.A.
CPA ASSOCIATES, P.A.

September 3, 1998
Bradenton, Florida

REPLY TO:

1301 SIXTH AVENUE WEST, SUITE 600
BRADENTON, FLORIDA 34205-7440
(941) 747-4483 ■ FAX: (941) 748-4868

40 S. PINEAPPLE AVENUE, SUITE 200
SARASOTA, FLORIDA 34236
(941) 955-1095 ■ FAX: (941) 955-1097

WilsonMiller
New Directions In Planning, Design & Engineering

September 25, 2000

Mr. Rex Jensen, Chairman
Lakewood Ranch Community Development District 3
6215 Lorraine Road
Bradenton, FL 34202

Subject: **Specific Authorization No. 10,
General District Services (Fiscal Year 2000-2001)**

Dear Mr. Jensen:

Enclosed is Exhibit A10 for services described above. These are general services (funding previously approved by the Board) such as preparation for and attending Board meetings, reviewing project budgets relating to the bond issue, assisting in preparation of District procedures (i.e. bidding), and other services deemed necessary by the Board.

Should you have any questions regarding this matter, please contact our office.

Sincerely,

WilsonMiller, Inc.


Michael A. Kennedy, P.E.
Senior Vice President

Enclosure

cc: Mr. Gary Moyer, District Manager
Erin Larrinaga, Esq., Fowler White
Mr. Tim Martin, SMR Communities
Ms. Darleen Chalker, SMR Communities

Naples Fort Myers Sarasota Bradenton Tampa

6900 Professional Parkway East, Suite 100 Sarasota, Florida 34240-8414 941-907-6900 941-907-6910

9/25/00-7555 Ver: 011-TPicard
GARAS
Z5555-555-555 (S2859-300-00E)

www.wilsonmiller.com

WilsonMiller

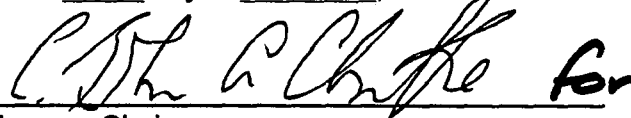
**Exhibit A10 to General Provisions Attached
to Agreement for Services between Owner
and Engineer, dated November 7, 1996**

**Preliminary Specific Authorization No. 10:
General District Services (Fiscal Year 2000-2001)**

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to and made a part of the General Provisions attached to Agreement made on November 7, 1996, between Lakewood Ranch Community Development District 3 (Owner) and WilsonMiller, Inc. (Engineer), providing for professional services. The Basic Services of Engineer as described in Section 1 of said General Provisions are amended or supplemented as indicated below.
2. Engineer shall:
 - a. Prepare for and attend Board meetings.
 - b. Assist in preparation of District procedures as directed by the Board.
 - c. Perform additional services as requested by the Board.
3. Fee Summary
 - a. Engineering (T/M/E) \$12,000

Accepted this 5th day of Oct, 2000



Mr. Rex Jensen, Chairman
Lakewood Ranch Community Development District 3
6215 Lorraine Road
Bradenton, FL 34202

**LAKWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT 3**

Funding Request #49
October 5, 2000

Payee	Total
1 Severn Trent Environmental Services, Inc. Management Contract \$1,000.00 Recording Secretary \$333.33 Office Rent \$200.00 Accounting/Budgeting \$625.00 (September, 2000)	\$2,158.33
2 Bradenton Herald Inv. #130457972	\$78.16
3 Braden River Utilities Inc. Inv. #651	\$877.65
4 Environmental Affairs Consultants Inv. #00-962 Aquatic Maint. Aug-00	\$1,006.00
5 Florida Municipal Insurance Trust Inv. #809- 1st installment	\$1,250.00
6 Florida Power & Light August 2000 - Services	\$2,628.14
7 Fowler White Inv. #320074	\$339.50
8 Lakewood Ranch CDD #2 Reimburse Payroll	\$1,015.39
9 Lakewood Ranch Property Maintenance Inv. #1220 - Dumpster Lease \$75.00 Inv. #1221 - Other Maintenance \$9,608.56 Inv. #1222 - Lighting Sep-00 \$151.67 Inv. #1244 -Other Maintenance \$617.06 Inv. #1165 - Other Maintenance \$1,448.38	\$11,900.67
10 Turner Tree and Landscaping Inv# 218-011	\$3,093.00

**LAKWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT 3**

Funding Request #49
October 5, 2000

Payee	Total
11 SMR Communities Joint Venture Reimbursable Expenses	\$47.57✓
12 WisonMiller Inv# 34213 Engineering Fee	\$75.00✓
Total	\$24,469.41
Less: Available Funds	\$21,870.96
Add: Operating Capital	\$3,500.00
Amount Due from Developer	\$6,098.45

*TO NEXT
PASC*

Breakout of Operating Capital

Utilities	\$2,500.00
Contingency	\$1,000.00
	\$3,500.00

LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT 3

FUNDING REQUEST #49
10-05-00

<u>ITEM#</u>	<u>PAYEE</u>		<u>GENERAL</u>
13	LWRPM		
	INV# 1252 - RETAINAGE	\$2,931.16	
	INV# 1256 - OTHER MAINT	\$131.75	\$3,062.91
14	MIKE ARMSTRONG LANDSCAPING		
	INV# 7765 - MISC LANDSCAPING	\$140.00	\$140.00
	TOTAL ADDITIONS THIS PAGE		\$3,202.91
	TOTAL FROM DIST 3 SUMMARY		\$24,469.41
TOTAL REQUISITIONS SEPT 2000			\$27,672.32
	LESS: AVAILABLE FUNDS		(\$21,870.96)
	ADD: OPERATING CAPITAL		\$3,500.00
TOTAL FUNDING REQUEST# 49			\$9,301.36

Lakewood Ranch

Community Development District #3

General Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	General Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Revenues:				
Developer Contributions	\$267,573	\$245,275	\$202,117	(\$43,158)
Maintenance Assessments	\$103,317	\$94,707	\$98,080	\$3,373
Miscellaneous Income	\$0	\$0	\$1,029	\$1,029
Total Revenues	\$370,890	\$339,983	\$301,227	(\$38,755)
Expenditures:				
<u>Administrative</u>				
Engineering	\$12,000	\$11,000	\$7,462	\$3,538
Arbitrage Rebate	\$1,200	\$1,200	\$1,200	\$0
Attorneys Fees	\$15,000	\$13,750	\$11,443	\$2,307
Accounting/Budgeting	\$7,500	\$6,875	\$6,875	\$0
Annual Audit	\$4,500	\$4,500	\$4,901	(\$401)
Trustee Fees	\$4,000	\$4,000	\$3,190	\$810
Recording Fees	\$4,000	\$3,667	\$3,667	\$0
Management Fees	\$12,000	\$11,000	\$11,000	\$0
Computer Time	\$500	\$500	\$500	\$0
Travel & Per Diem	\$250	\$229	\$0	\$229
Telephone	\$300	\$275	\$17	\$258
Postage	\$1,000	\$917	\$191	\$726
Printing & Binding	\$600	\$550	\$445	\$105
Rentals & Leases	\$2,400	\$2,200	\$2,200	\$0
Insurance	\$1,500	\$1,500	\$2,750	(\$1,250)
Legal Advertising	\$2,000	\$1,667	\$1,104	\$563
Other Current Charge	\$100	\$83	\$8	\$75
Real Estate Taxes	\$500	\$500	\$42	\$458
Office Supplies	\$500	\$417	\$407	\$9
Dues & Licenses	\$175	\$175	\$175	\$0
Capital Outlay	\$500	\$458	\$0	\$458
Total Administrative	\$70,525	\$65,463	\$57,575	\$7,887
<u>Field</u>				
UP I-75 LR Blvd	\$8,014	\$7,346	\$0	\$7,346
LR Blvd UP Entrance	\$2,026	\$1,857	\$0	\$1,857
LR Blvd RCSA to U Pkwy	\$32,826	\$30,091	\$22,632	\$7,459
LR River to RCSA	\$8,966	\$8,219	\$0	\$8,219
Market Street	\$10,000	\$9,167	\$14,431	(\$5,264)
Town Center Pkwy	\$40,000	\$36,667	\$38,118	(\$1,451)
Main Street	\$5,811	\$5,327	\$0	\$5,327
Natures Way	\$15,000	\$13,750	\$18,039	(\$4,289)
Lake Osprey	\$15,000	\$12,500	\$20,662	(\$8,162)
Office Village	\$6,000	\$5,000	\$5,700	(\$700)
Lake Bank Mowing 11 Lakes	\$15,000	\$12,500	\$20,336	(\$7,836)
Extras Per Month	\$10,000	\$8,333	\$708	\$7,626
Lake Maintenance	\$11,800	\$9,833	\$10,724	(\$890)
Exchange Way	\$12,000	\$10,000	\$4,265	\$5,735
General Consulting	\$4,000	\$3,333	\$0	\$3,333
Plant Replacement	\$5,000	\$4,583	\$2,061	\$2,523

Lakewood Ranch

Community Development District #3

General Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	General Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Surface Water Weekly Monitor Conservation	\$6,150	\$5,638	\$477	\$5,161
Irrigation	\$12,600	\$11,550	\$1,420	\$10,131
Utilities	\$12,948	\$11,869	\$10,903	\$966
Other Maintenance Items	\$24,000	\$22,000	\$24,963	(\$2,963)
Other Maint. - Street Lights	\$25,000	\$22,917	\$0	\$22,917
Other Maint. - Earthworks	\$0	\$0	\$1,619	(\$1,619)
Other Maint. - Landscape	\$0	\$0	\$784	(\$784)
Other Maint. - Signs	\$0	\$0	\$3,099	(\$3,099)
Other Maint. - Irrigation Repair	\$0	\$0	\$1,385	(\$1,385)
Other Maint. - Conservation	\$0	\$0	\$3,518	(\$3,518)
Other Maint. - Miscellaneous	\$0	\$0	\$832	(\$832)
Other Maint. - Wetlands	\$0	\$0	\$509	(\$509)
Other Maint. - Other Utilities	\$0	\$0	\$105	(\$105)
Other Maint. - Manager	\$0	\$0	\$225	(\$225)
Other Maint. - Gatehouse & Structure	\$15,000	\$13,750	\$13,075	\$675
	\$0	\$0	\$750	(\$750)
Total Field	\$297,141	\$266,229	\$221,337	\$44,892
Total Expenditures	\$367,666	\$331,692	\$278,912	\$52,779
Excess Revenues (Expenditures)	\$3,224		\$22,315	
Fund Balance - Beginning	\$0		\$0	
Fund Balance - Ending	\$3,224		\$22,315	

Lakewood Ranch

Community Development District #3

Financial Reporting

October 5, 2000

Board of Supervisors Meeting

Table of Contents

- I. Financial Statements - Period Ending August 31, 2000

- II. Special Assessment Receipts - Fiscal Year 2000

- III. Funding Request #49 - October 5, 2000

- IV. Bank Statement - August 31, 2000

- V.

LAKWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT #3

Balance Sheet - All Fund Types and Accounts Groups

August 31, 2000

	Governmental Fund Types			Account Groups		Totals 2000
	General Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets	General Long-Term Debt	
ASSETS						
<u>Cash</u>	\$10,579	--	--	--	--	\$10,579
Operating Account	--	--	--	--	--	--
<u>Investments</u>						
Reserve	--	\$631,188	--	--	--	\$631,188
Redemption Account	--	\$283,058	--	--	--	\$283,058
Revenue Account	--	\$13,575	--	--	--	\$13,575
State Board - General Account	\$5,243	--	--	--	--	\$5,243
Due From Developer	\$35,000	--	--	--	--	\$35,000
Due From Debt Service	\$412	--	--	--	--	\$412
<u>Fixed Assets</u>						
Amount Availabe for Debt Service	--	--	--	--	\$927,822	\$927,822
Amount to be provided long-term debt	--	--	--	--	\$5,122,178	\$5,122,178
Land	--	--	--	--	--	--
Construction in Progress	--	--	--	\$6,601,290	--	\$6,601,290
Total Assets	\$51,235	\$927,822		\$6,601,290	\$6,050,000	\$13,630,347
LIABILITIES						
Bonds Payable	--	--	--	\$6,050,000	--	\$6,050,000
Accounts Payable	\$28,436	--	--	--	--	\$28,436
Retainage Payable	\$485	--	--	--	--	\$485
Due to General Fund	--	\$412	--	--	--	\$412
FUND EQUITY AND OTHER CREDITS:						
Investment in General	--	--	--	--	--	--
Fixed Assets	--	--	--	\$6,601,290	--	\$6,601,290
<u>Fund Balance</u>						
Reserved for debt service	--	\$927,409	--	--	--	\$927,409
Reserved for capital projects	--	--	--	--	--	--
Unreserved	\$22,315	--	--	--	--	\$22,315
Total Liabilities and Fund Equity & Other Credits	\$51,235	\$927,822		\$6,601,290	\$6,050,000	\$13,630,347

Lakewood Ranch

Community Development District #3

General Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	General Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Revenues:				
Developer Contributions	\$267,573	\$245,275	\$202,117	(\$43,158)
Maintenance Assessments	\$103,317	\$94,707	\$98,080	\$3,373
Miscellaneous Income	\$0	\$0	\$1,029	\$1,029
Total Revenues	\$370,890	\$339,983	\$301,227	(\$38,755)

Expenditures:

Administrative

Engineering	\$12,000	\$11,000	\$7,462	\$3,538
Arbitrage Rebate	\$1,200	\$1,200	\$1,200	\$0
Attorneys Fees	\$15,000	\$13,750	\$11,443	\$2,307
Accounting/Budgeting	\$7,500	\$6,875	\$6,875	\$0
Annual Audit	\$4,500	\$4,500	\$4,901	(\$401)
Trustee Fees	\$4,000	\$4,000	\$3,190	\$810
Recording Fees	\$4,000	\$3,667	\$3,667	\$0
Management Fees	\$12,000	\$11,000	\$11,000	\$0
Computer Time	\$500	\$500	\$500	\$0
Travel & Per Diem	\$250	\$229	\$0	\$229
Telephone	\$300	\$275	\$17	\$258
Postage	\$1,000	\$917	\$191	\$726
Printing & Binding	\$600	\$550	\$445	\$105
Rentals & Leases	\$2,400	\$2,200	\$2,200	\$0
Insurance	\$1,500	\$1,500	\$2,750	(\$1,250)
Legal Advertising	\$2,000	\$1,667	\$1,104	\$563
Other Current Charge	\$100	\$83	\$8	\$75
Real Estate Taxes	\$500	\$500	\$42	\$458
Office Supplies	\$500	\$417	\$407	\$9
Dues & Licenses	\$175	\$175	\$175	\$0
Capital Outlay	\$500	\$458	\$0	\$458

Total Administrative

\$70,525	\$65,463	\$57,575	\$7,887
-----------------	-----------------	-----------------	----------------

Field

UP I-75 LR Blvd	\$8,014	\$7,346	\$0	\$7,346
LR Blvd UP Entrance	\$2,026	\$1,857	\$0	\$1,857
LR Blvd RCSA to U Pkwy	\$32,826	\$30,091	\$22,632	\$7,459
LR River to RCSA	\$8,966	\$8,219	\$0	\$8,219
Market Street	\$10,000	\$9,167	\$14,431	(\$5,264)
Town Center Pkwy	\$40,000	\$36,667	\$38,118	(\$1,451)
Main Street	\$5,811	\$5,327	\$0	\$5,327
Natures Way	\$15,000	\$13,750	\$18,039	(\$4,289)
Lake Osprey	\$15,000	\$12,500	\$20,662	(\$8,162)
Office Village	\$6,000	\$5,000	\$5,700	(\$700)
Lake Bank Mowing 11 Lakes	\$15,000	\$12,500	\$20,336	(\$7,836)
Extras Per Month	\$10,000	\$8,333	\$708	\$7,626
Lake Maintenance	\$11,800	\$9,833	\$10,724	(\$890)
Exchange Way	\$12,000	\$10,000	\$4,265	\$5,735
General Consulting	\$4,000	\$3,333	\$0	\$3,333
Plant Replacement	\$5,000	\$4,583	\$2,061	\$2,523

Lakewood Ranch

Community Development District #3

General Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	General Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Surface Water Weekly Monitor	\$6,150	\$5,638	\$477	\$5,161
Conservation	\$12,600	\$11,550	\$1,420	\$10,131
Irrigation	\$12,948	\$11,869	\$10,903	\$966
Utilities	\$24,000	\$22,000	\$24,963	(\$2,963)
Other Maintenance Items	\$25,000	\$22,917	\$0	\$22,917
Other Maint. - Street Lights	\$0	\$0	\$1,619	(\$1,619)
Other Maint. - Earthworks	\$0	\$0	\$784	(\$784)
Other Maint. - Landscape	\$0	\$0	\$3,099	(\$3,099)
Other Maint. - Signs	\$0	\$0	\$1,385	(\$1,385)
Other Maint. - Irrigation Repair	\$0	\$0	\$3,518	(\$3,518)
Other Maint. - Conservation	\$0	\$0	\$832	(\$832)
Other Maint. - Miscellaneous	\$0	\$0	\$509	(\$509)
Other Maint. - Wetlands	\$0	\$0	\$105	(\$105)
Other Maint. - Other Utilities	\$0	\$0	\$225	(\$225)
Other Maint. - Manager	\$15,000	\$13,750	\$13,075	\$675
Other Maint. - Gatehouse & Structure	\$0	\$0	\$750	(\$750)
Total Field	\$297,141	\$266,229	\$221,337	\$44,892
Total Expenditures	\$367,666	\$331,692	\$278,912	\$52,779
Excess Revenues (Expenditures)	\$3,224		\$22,315	
Fund Balance - Beginning	\$0		\$0	
Fund Balance - Ending	\$3,224		\$22,315	

Lakewood Ranch
Community Development District #3

Debt Service Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	Debt Service Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Revenues:				
Interest Income				
Reserve Account	\$42,700	\$39,142	\$17,865	(\$21,276)
Cap. Interest	\$500	\$458	\$0	(\$458)
Redemption	\$0	\$0	\$2,508	\$2,508
Revenue Account	\$6,000	\$5,500	\$7,013	\$1,513
Special Assessments - Developer	\$734,027	\$672,858	\$158,184	(\$514,674)
Special Assessments - Direct	\$21,993	\$20,160	\$20,871	\$0
Total Revenues	\$805,220	\$738,118	\$206,442	(\$532,387)
Expenditures:				
Principal Expense	\$245,000	\$245,000	\$245,000	\$0
Interest Due 11/01	\$241,522	\$241,522	\$235,613	\$5,910
Special Call	\$35,000	\$35,000	\$40,000	(\$5,000)
Interest Due 05/01	\$241,522	\$241,522	\$230,656	\$10,866
Total Expenditures	\$763,044	\$763,044	\$751,269	\$11,775
Other Financing Sources (Uses)				
Interfund Transfer In	\$3,609	\$3,609	\$286,636	\$283,027
Total Other Financing Sources (Uses)	\$3,609	\$3,609	\$286,636	\$283,027
Excess (Deficiency) of Revenues and other Financing Sources Over (Under) Expenditure	\$45,785		(\$258,191)	
Fund Balance - Beginning	\$186,396		\$1,185,600	
Fund Balance - Ending	\$232,181		\$927,409	

Lakewood Ranch
Community Development District #3

Capital Projects Fund
Statement of Revenues & Expenditures
For Period Ending August 31, 2000

	Debt Service Fund Budget	Prorated Budget Thru 08/31/00	Actual Thru 08/31/00	Variance
Revenues:				
Interest Income	\$3,609	\$3,609	\$3,998	\$389
Total Revenues	\$3,609	\$3,609	\$3,998	\$389
Expenditures:				
Capital Outlay	\$303,168	\$303,168	\$150,101	\$153,067
Total Expenditures	\$303,168	\$303,168	\$150,101	\$153,067
Other Financing Sources (Uses)				
Interfund Transfer Out	\$3,609	\$3,609	\$286,636	\$283,027
Total Other Financing Sources (Uses)	\$3,609	\$3,609	\$286,636	\$283,027
Excess (Deficiency) of Revenues and other Financing Sources Over (Under) Expenditure			(\$432,739)	
Fund Balance - Beginning			\$432,739	
Fund Balance - Ending			\$0	

**LAKEWOOD RANCH
COMMUNITY DEVELOPMENT DISTRICT #3**
Special Assessment Receipts
Fiscal Year 1999/00

DATE	DESCRIPTION	AMOUNT	COLLECTION @ 3%	INTEREST	NET RECEIPTS
10/18/99	Wire Transfer	\$0.00	\$0.00	\$2.93	\$2.93
10/18/99	Wire Transfer	\$0.00	\$0.00	\$42.06	\$42.06
11/24/99	Wire Transfer	\$2,461.31	\$0.00	\$0.00	\$2,461.31
11/24/99	Wire Transfer	\$4,965.98	\$164.59	\$0.00	\$4,801.39
12/03/99	Wire Transfer	\$34,938.26	\$1,048.01	\$0.00	\$33,890.25
12/14/99	Wire Transfer	\$48,845.73	\$1,465.68	\$0.00	\$47,380.05
01/13/00	Wire Transfer	\$4,521.57	\$135.67	\$0.00	\$4,385.90
01/25/00	Wire Transfer	\$0.00	\$0.00	\$74.99	\$74.99
01/25/00	Wire Transfer	\$0.00	\$0.00	\$15.96	\$15.96
04/24/00	Wire Transfer	\$0.00	\$0.00	\$70.25	\$70.25
04/24/00	Wire Transfer	\$0.00	\$0.00	\$14.95	\$14.95
06/23/00	Wire Transfer	\$6,343.94	\$190.30	\$0.00	\$6,153.64
06/23/00	Wire Transfer	\$22,652.38	\$679.60	\$0.00	\$21,972.78
06/30/00	Check to MCLR Partners	(\$2,349.92)	\$0.00	\$0.00	(\$2,349.92)
TOTAL		\$122,379.25	\$3,683.85	\$221.14	\$118,916.54

ADJUSTED TOTAL TO DATE: \$118,916.54

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
DEBT SERVICE	\$21,993.00	17.55%	\$20,870.89	(\$21,283.32)	(\$412.43)
O & M	\$103,317.00	82.45%	\$98,045.65	(\$98,045.65)	\$0.00
TOTAL	\$125,310.00	100.00%	\$118,916.54	(\$119,328.97)	(\$412.43)

TRANSFER TO DEBT SERVICE:

DATE	CHECK NO.	AMOUNT
1/4/00	57	\$15,114.23
2/9/00	73	\$785.73
5/15/00	110	\$446.93
7/12/00	139	\$4,936.43

TOTAL \$21,283.32

DEBT SERVICE O & M

\$21,283.32 \$98,045.65

\$21,283.32 \$98,045.65

LAKWOOD RANCH #3
Community Development District

Month Ending Aug-00

Balance Per Bank Statement	\$17,396.85
Add: Transfers/Deposits in Transit	\$0.00
Less: Outstanding Checks	(\$8,975.69)
Balance Per Bank	\$8,421.16
Beginning Bank Balance Per Books	\$10,362.54
Cash Receipts	\$16,000.00
Cash Disbursements	(\$18,056.75)
Adjustments	\$115.37 Interest
Balance Per Books	\$8,421.16

Check No.	Amount	Check No.	Amount
<u>30</u>	<u>1,797.59</u>	<u> </u>	<u> </u>
<u>148</u>	<u>1,006.00</u>	<u> </u>	<u> </u>
<u>154</u>	<u>2,158.33</u>	<u> </u>	<u> </u>
<u>159</u>	<u>289.51</u>	<u> </u>	<u> </u>
<u>160</u>	<u>1,483.00</u>	<u> </u>	<u> </u>
<u>161</u>	<u>17.94</u>	<u> </u>	<u> </u>
<u>165</u>	<u>2,170.33</u>	<u> </u>	<u> </u>
<u>166</u>	<u>52.99</u>	<u> </u>	<u> </u>