

1195

**MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT
INTEROFFICE MEMORANDUM**

MEMORANDUM

DATE: July 5, 2001

RECEIVED

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

JUL 06 2001

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

BOARD RECORDS

SUBJECT: **LAKEWOOD RANCH VILLAGE,
SUBPHASE G (a/k/a WESTCHESTER)
PDMU-92-01/99-S-06 (F)
ACCEPT REQUIRED IMPROVEMENTS AGREEMENT
ACCEPT AGREEMENT FOR FINAL WEARING COURSE**

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

RELEASED IN OPEN SESSION
7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

- **Authorization to release and return** the following Required Improvements Agreement to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;
- **Authorization to release and return** the following Agreement for Final Wearing Course of Asphalt on Roadways to: Suzanne Fugate, Project Coordinator with SMR Communities located at 6215 Lorraine Road, Bradenton, FL 34202;

* **PLEASE DO NOT RELEASE SURETY BOND NO. 137466.** This Surety Bond will be used to secure the 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.**

ACCEPTED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

BC20010724DOC006

Susan Romine - Lakewood Rch, Subph G
July 5, 2001
Page 2

- **Surety Bond** No. 137466 issued by Frontier Insurance Company
- **Amount** of Performance Bond \$31,096.91;
- **Acceptance of**, and authorization for Chairman to execute the following Agreement for Final Wearing Course of Asphalt on Roadways.

/jom

ACCEPTED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

cc: Records Management
Don Stillwell, Hwy Div Mgr, Transportation Dept.
Ken MacIntyre, Plan Implementation
Suzanne Fugate, SMR Communities
Frontier Insurance Company

Attachments

For: Lakewood Ranch Country Club Village
Subphase G aka Westchester
(Name of Project)

REQUIRED IMPROVEMENTS AGREEMENT

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

01/95
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 G a/k/a Westchester, (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.

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 Thirty One Thousand Ninety Six and 91/100's Dollars (\$31,096.91), and the Developer herewith tenders to the County a Surety Bond, No. 137466, dated April 9, 1999, with Frontier Insurance Company, a New York Corporation, in the amount of Thirty One Thousand Ninety Six and 91/100's Dollars (\$31,096.91). Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been accepted by the County.

RELEASED IN OPEN SESSION 7/24/01 Page 1 of 3
BOARD OF COUNTY COMMISSIONERS, MANATEE 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 9th day of September, 2001, 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 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.

Page 2 of 3

RELEASED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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ACCEPTED IN OPEN SESSION 5/18/99
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

SIGNED AND SEALED this 13th day of April, 1999.

WITNESSES:

DEVELOPER:

SMR COMMUNITIES JOINT VENTURE,
a Florida general partnership

BY: SCHROEDER-MANATEE RANCH, INC.,
a Delaware corporation

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

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

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

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

ADDRESS:

6215 LORRAINE ROAD
BRADENTON, FLORIDA 34202

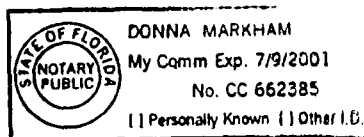
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13th day of April, 1999, by C. John A. Clarke, President of Schroeder-Manatee Ranch, Inc., C. John A. Clarke, Vice President of SMR-1 Development Corp., and C. John A. Clarke, President of SMR-2, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, who are personally known to me, who produced _____ as identification, 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.

My Commission Expires:

Donna Markham
Signature



Donna Markham
Print Name

Commission No. _____

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA,
THIS 18 DAY OF MAY, 1999.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

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

BY: Stan Stephens
CHAIRMAN

RELEASED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

For: Lakewood Ranch Country Club Village
Subphase G aka Westchester
(Name of Project)

**AGREEMENT FOR FINAL WEARING COURSE
OF ASPHALT ON ROADWAYS**

THIS AGREEMENT is made and entered into by and between Manatee County, a political subdivision of the State of Florida (County), and SMR Communities Joint Venture, a Florida general partnership (Developer), concerning the placement of the final wearing course of asphalt on roadways.

RECITALS

WHEREAS, Developer has posted payment and performance bonds with the County for the installation of certain subdivision improvements within the final subdivision plat known as Lakewood Ranch Country Club Village Subphase G a/k/a Westchester. All such improvements are hereinafter referred to as the "Required Improvements"; and

WHEREAS, Developer has completed said Required Improvements to the County's satisfaction with the exception of the placement of the final wearing course of asphalt on the roadways; and

WHEREAS, both the County and Developer are desirous of delaying the installation of the final wearing course of asphalt so that it is not marred by construction traffic.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to Paragraphs 1 through 4 as follows:

1. Developer will post one or more new payment and performance bonds for the final wearing course of asphalt which is to be installed by the Developer within eighteen months of the date of the new payment and performance bonds unless otherwise extended by mutual consent of the County and Developer.
2. The County agrees to release the existing Subdivision Completion Bonds, simultaneously with the acceptance of the new payment and performance bonds for the final wearing course of asphalt.

546-2104

3. Developer agrees to be responsible for the maintenance of the roadways until such time as the final wearing course of asphalt is installed by the Developer and accepted for maintenance by Lakewood Ranch Community Development District 2.
4. County agrees to accept these measures as adequate security necessary to insure the installation, guarantees, and maintenance of said improvements and to issue Final Certificates of Occupancy for any units or other building that have been conditioned upon completion of the Required Improvements.

RELEASED IN OPEN SESSION

7/24/01

BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

ACCEPTED IN OPEN SESSION 5/18/09
BOARD OF COUNTY COMMISSIONERS, FL.

SIGNED AND SEALED this 15th day of April, 1999.

WITNESSES:

DEVELOPER:

SMR COMMUNITIES JOINT VENTURE,
a Florida general partnership

BY: SCHROEDER-MANATEE RANCH, INC.,
a Delaware corporation

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

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

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

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

Suzanne L. Fugate
Print Name: Suzanne L. Fugate
Donna Markham
Print Name: Donna Markham

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

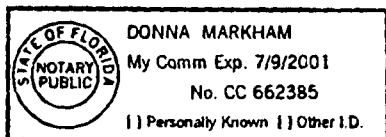
The foregoing instrument was acknowledged before me this 15th day of April, 1999, by C. John A. Clarke, President of Schroeder-Manatee Ranch, Inc., C. John A. Clarke, Vice President of SMR-1 Development Corp., and C. John A. Clarke, President of SMR-2, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, who are personally known to me, who produced as identification, 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.

My Commission Expires:

Donna Markham
Signature

Donna Markham
Print Name

Commission No. _____



APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA,
THIS 18 DAY OF May, 1999.

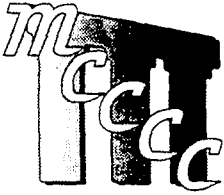
BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST

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

BY: Stan Stephens
CHAIRMAN

RELEASED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.clerkofcourts.com

BOND RELEASE

STATE OF FLORIDA
COUNTY OF MANATEE

July 25, 2001

This is to certify that the Board of County Commissioners of Manatee County, Florida, in Regular Session on the 24TH day of July, 2001, did approve the release of the following bond:

SUBDIVISION: Lakewood Ranch Country Club Village
Subphase G

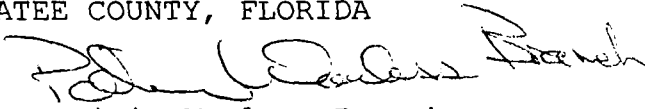
RELEASE: Agreement with SMR Communities Joint
Venture Guaranteeing Completion of
Required Improvements and Agreement
for Final Wearing Course of Asphalt on
Roadways

ACCEPTED: May 18, 1999

RELEASED TO: Suzanne Fugate, Project Coordinator
SMR Communities Joint Venture
6215 Lorraine Road
Bradenton, FL 34202

R. B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY:


Patricia Wanless Branch
Board Records

RBS:SGR:PWB
Enclosures

1145
(1 Yr. Ext.)

For: Lakewood Ranch Country Club Village
Subphase G a/k/a Westchester
Name of Project

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 G a/k/a Westchester (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.

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 Thirty One Thousand Ninety Six and 91/100's Dollars (\$ 31,096.91), and the Developer herewith tenders to the County a Surety Bond, No. 137466, dated April 9, 1999, with Frontier Insurance Company, a New York corporation, in the amount of Thirty One Thousand Ninety Six and 91/100's Dollars (\$31,096.91). Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been accepted by the County.

1195
(1 Yr. Ext.)

For: Lakewood Ranch Country Club Village
Subphase G a/k/a Westchester
Name of Project

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 September 9, 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 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.

1195
(1 Yr. Ext.)

For: Lakewood Ranch Country Club Village
Subphase G a/k/a Westchester
Name of Project

SIGNED AND SEALED this 12th day of June, 2001.

WITNESSES:

[Signature]
Print Name: Sarah Stewart

Sarah Stewart
Print Name: Sarah Stewart

[Signature]
Print Name: Sarah Stewart

Sarah Stewart
Print Name: Sarah Stewart

[Signature]
Print Name: Sarah Stewart

Sarah Stewart
Print Name: Sarah Stewart

DEVELOPER:

SMR COMMUNITIES JOINT VENTURE,
a Florida general partnership

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

By: [Signature]
Thomas J. Danahy, President

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

By: [Signature]
Thomas J. Danahy, Vice President

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

By: [Signature]
Thomas J. Danahy, Vice President

ADDRESS:

6215 LORRAINE ROAD
BRADENTON, FLORIDA 34202

(1 Yr. Ext.)

For: Lakewood Ranch Country Club Village
Subphase G a/k/a Westchester
Name of Project

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17th day of June, 2001, by Thomas J. Danahy, as President of SMR-1 Development Corp., Vice President of SMR-2, Inc. and as Vice President of SMR-4, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, Thomas J. Danahy is personally known to me.

NOTARY SEAL:



Commission No. CC 931457

Sarah Stewart

Notary Public

Sarah Stewart

Print Name of Notary

My Commission Expires 4/25/04

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY,
FLORIDA, THIS 24 DAY OF July, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST:

By: Susan Komine
R. G. SHORE
CLERK OF THE CIRCUIT COURT



BY: Amy E. Stein
FIRST VICE CHAIRMAN

1195
For: Lakewood Ranch Country Club Village, Subphase G a/k/a Westchester

(Name of Project)

**AGREEMENT FOR FINAL WEARING COURSE
OF ASPHALT ON ROADWAYS**

THIS AGREEMENT is made and entered into by and between Manatee County, a political subdivision of the State of Florida (County), and SMR Communities Joint Venture, a Florida general partnership (Developer), concerning the placement of the final wearing course of asphalt on roadways.

RECITALS

WHEREAS, Developer has posted payment and performance bonds with the County for the installation of certain subdivision improvements within the final plat known as Lakewood Ranch Country Club Village, Subphase G a/k/a Westchester. All such improvements are hereinafter referred to as the "Required Improvements"; and

WHEREAS, Developer has completed said Required Improvements to the County's satisfaction with the exception of the placement of the final wearing course of asphalt on the roadways; and

WHEREAS, both the County and Developer are desirous of delaying the installation of the final wearing course of asphalt so that it is not marred by construction traffic.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to Paragraphs 1 through 4 as follows:

ACCEPTED IN OPEN SESSION 7/24/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

195
For: Lakewood Ranch Country Club Village, Subphase G a/k/a Westchester

(Name of Project)

1. Developer will post one or more payment and performance bonds for the final wearing course of asphalt which is to be installed by the Developer within eighteen months of the date of the new payment and performance bonds unless otherwise extended by mutual consent of the County and Developer.
2. The County agrees to release any existing Subdivision Completion Bonds, simultaneously with the acceptance of the payment and performance bond for the final wearing course of asphalt.
3. Developer agrees to be responsible for the maintenance of the roadways until such time as the final wearing course of asphalt is installed by the Developer and accepted for maintenance by Lakewood Ranch Community Development District 2.
4. County agrees to accept these measures as adequate security necessary to insure the installation, guarantees, and maintenance of said improvements and to issue Final Certificates of Occupancy for any units or other building that have been conditioned upon completion of the Required Improvements.

For: Lakewood Ranch Country Club Village, Subphase G a/k/a Westchester

(Name of Project)

SIGNED AND SEALED this 28th day of June, 2001.

WITNESSES:

Sarah R Stewart
 Print Name: Sarah R Stewart
Sarah R Stewart
 Print Name: Sarah R Stewart

Sarah R Stewart
 Print Name: Sarah R Stewart
Sarah R Stewart
 Print Name: Sarah R Stewart

Sarah R Stewart
 Print Name: Sarah R Stewart
Sarah R Stewart
 Print Name: Sarah R. Stewart

DEVELOPER:

SMR COMMUNITIES JOINT VENTURE,
 a Florida general partnership

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

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

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

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

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

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

ADDRESS:

6215 LORRAINE ROAD
 BRADENTON, FLORIDA 34202

1195

For: Lakewood Ranch Country Club Village, Subphase G a/k/a Westchester

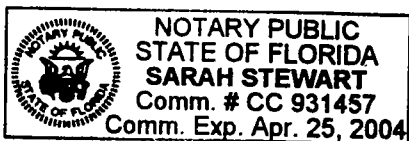
(Name of Project)

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of June, 2001, by Thomas, J. Danahy, President of SMR-1 Development Corp., as Vice President of SMR-2, Inc. and as Vice President of SMR-4, Inc., as the sole general partners of SMR Communities Joint Venture, a Florida general partnership, who is personally known to me, who produced _____ as identification, and who acknowledged before me that he 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:



Sarah Stewart

Notary Public

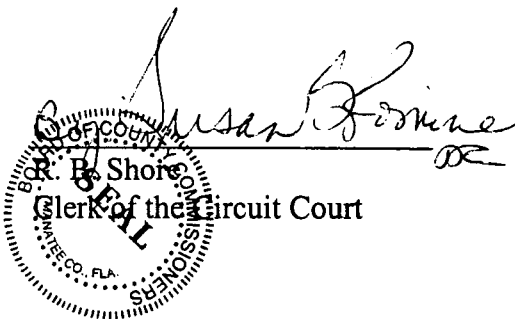
Sarah Stewart

Print Name of Notary

APPROVED AND ACCEPTED FOR AND BEHALF OF MANATEE COUNTY,
FLORIDA, THIS 24 DAY OF July, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST:



BY: Aug E. Steu
FIRST VICE Chairman