

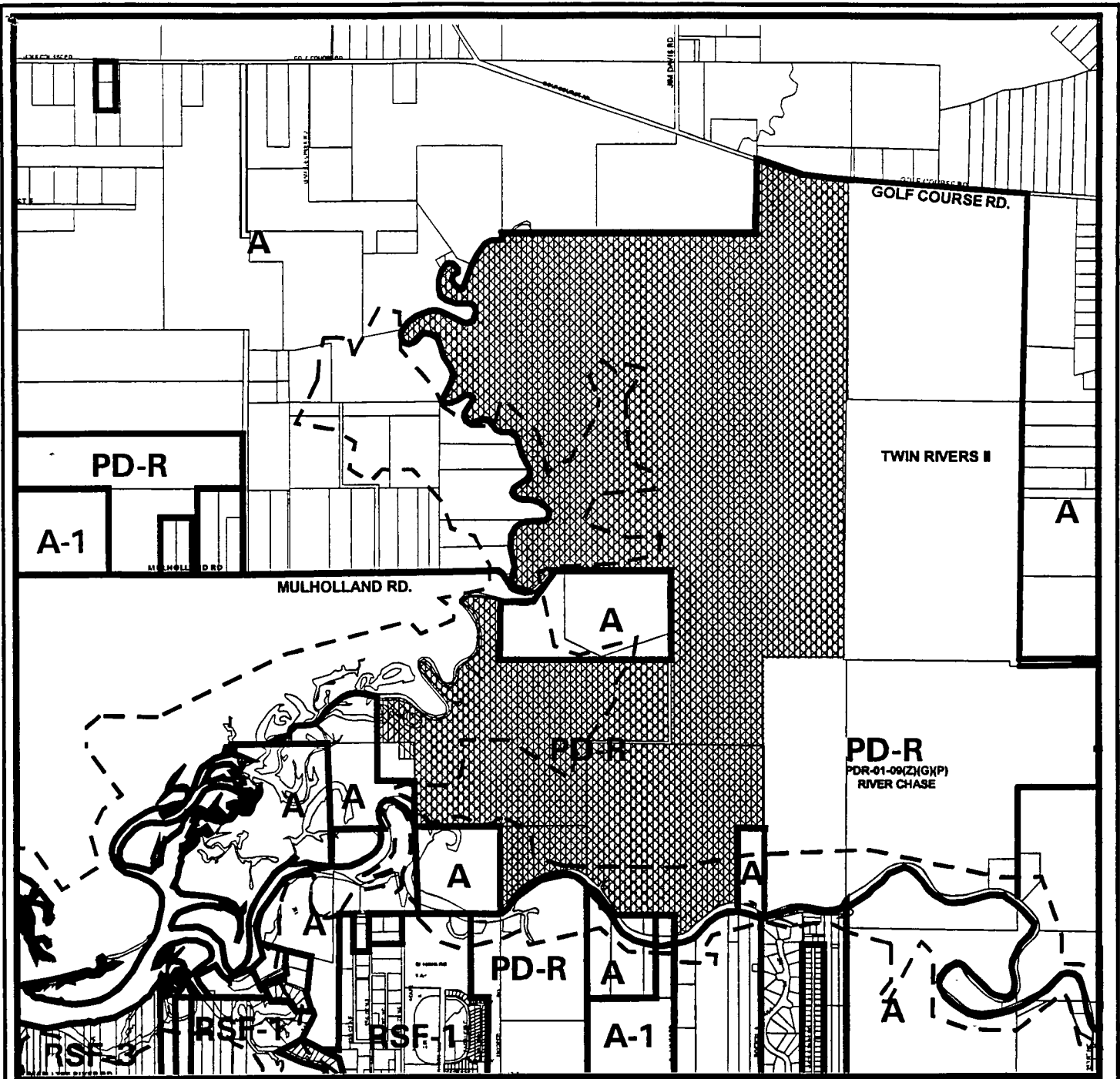
LDA-99-01(R) - TWIN RIVER/GAMBLE CREEK L.C.

Request: Approval of a Revised Local Development Agreement to provide for upsizing of the sewer transmission lines for the Twin Rivers and seeking to extend the Certificate of Level of Service for the project. The original LDA-99-01 for Twin Rivers, provided for certain development rights and mitigated the drainage (Gamble Creek cleaning), transportation (reconstruction of Golf Course Road Bridge and transportation improvements), and infrastructure (sewer connection and upsizing) impacts. The Project was approved for 550 residential lots at a density of 0.48 units per acre, a daycare, and a church. The Twin Rivers project is located on the south side of Golf Course Road, east of the Gamble Creek, west of Rye Road, and north of the Manatee River (±1,224 acres).

<u>App Received:</u>	6/24/2002	<u>D.R.C.:</u>	N/A
<u>P.C.:</u>	9/12/02	<u>B.O.C.C.:</u>	09/24/02

RECOMMENDED MOTION:

Based upon the staff report, evidence presented, and comments made at the Public Hearing, and finding the request to be CONSISTENT with the Manatee County Land Development Code, I move to recommend APPROVAL of the amendment to Local Development Agreement No. LDA-99-01(R), as recommended by Staff.



Project Number: LDA-99-01(R)
Proposed Use: APPROVAL OF LDA
Proposed Zoning: N/A
Existing Zoning: PD-R, PD-R/CH
Existing FLUC: UF-3
Flood Zone: AE,X,X5
Floodway: YES
Acreage: 1224
Drainage Basin: GAMBLE CREEK, MANATEE RIVER W
Commissioner: Amy Stein, Jonathan Bruce
Map Prepared: November 13, 2001
Requested By: TWIN RIVERS/GAMBLE CREEK L.C.
Section: 3,4,9,10,15,16 Township: 34 Range: 19

Tax I.D.: 49770010 (PART OF)
 54132500
 52570000
 52510000
 53704000 (PART OF)

**Manatee County
 Zoning
 Staff Report Map**
1 inch = 2100'

Overlays:
 ST,AI,HA,WR,RV: NONE
 Watershed: NONE
 Coastal Hazard: Not Available

Coastal High Hazard Line

CASE SUMMARY

CASE NO.: LDA-99-01(R)

APPLICANT: Twin River/Gamble Creek L.C.

REQUEST: Approval of a Revised Local Development Agreement to provide for upsizing of the sewer transmission lines for Twin River and extending the Certificate of Level of Service for the project.

Twin River project is located on the south side of Golf Course Road, east of the Gamble Creek, west of Rye Road, and north of the Manatee River (±1,224 acres).

Present Zoning: PDR (Planned Development Residential) and and PDR/CH (Coastal High Hazard Overlay).

STAFF RECOMMENDS: Approval with Limited Issues.

BACKGROUND (AS)

Twin River was first approved by BOCC on May 2, 2000 for 550 residential lots at a density of 0.48 units per acre, a daycare, and a church. The PDR was amended on June 5, 2001 (PDR-99-02(G)(R)) and April 23, 2002 (PDR-01-19(G)(R2)) with the following modifications:

PDR-99-02(G)(R): a) Minor re-orientation of entrance roads; b) Relocation of Road B; and c) Minor reconfiguration of lots.

PDR-01-19(G)(R2): a) A reconfiguration of lots, stormwater facilities, and interconnecting neighborhood streets along the common boundary with the adjoining, and recently approved Twin River II project (PDR-01-19(Z)(G); b) Deletion of the 15' perimeter buffer along the common property line with the Twin River II project; and c) Elimination of one access point to Golf Course Road.

The original Local Development Agreement (LDA) was approved May 2, 2000. It includes provisions for Gamble Creek cleaning, reconstruction of the Golf Course Road Bridge, other transportation improvements, and sewer connection and upsizing requirements.

Since the original LDA approval, Manatee County has determined that it is desirable to upsize the sewer lines even further than originally anticipated. This LDA revision increases the size of the sewer lines to be installed and provides for the apportionment of the cost between the County and developer.

The original LDA also provides for a six-year Certificate of Level of Service to be issued upon approval of the first preliminary plat. The CLOS may not extend beyond May 2, 2007. The applicant has requested that this date be changed to May 2, 2009, to reflect the time spent by the County in determining the appropriate sewer sizing.

DETAILED ANALYSIS

SEWER INFRASTRUCTURE PROJECT:

Sanitary sewer service is not currently available to the site. In order to connect to the proposed development to the Manatee County Sewer Service, the developer will be required to install a force main from the on-site (Twin River Development site) lift station to and along Golf Course Road, Fort Hamer Road, and U.S. 301.

The LDA currently required the project sewer line be upsized from 6" diameter to 8" diameter through a Manatee County participation project. This additional capacity was to accommodate additional flows in the area.

With the approval of Twin River II (400 single family lots) to the east of Twin River, and other projects in the area, it has been determined by staff that further upsizing in the area is needed. The Twin River and Twin River II projects will require an 8" line to handle their needs alone.

Therefore, it is proposed that the developer will install the larger oversized line and the County will participate on the costs of the line over and above the costs of an 8" line. The size of the Project Sewer Line to be constructed by the developer will be: a 12" in diameter from the Project to Fort Hamer Road, and a 16" in diameter from the Golf Course Road at Fort Hamer Road to U.S. 301 and then from Fort Hamer Road at U.S. 301 to its terminus at the existing force main at the Gardens Mobile Home Park entrance road on U.S. 301.

The Agreement maintains the current language requiring the County to construct any additional lift stations, expansions of existing lift stations and expansions of lines from the Project Sewer Line to the North County Regional Sewer Station. The County agreement to augment the flow of wastewater through the Project Sewer Line, as needed to ensure that sufficient flow is available in the Project Sewer Line remains unchanged.

Staff is proposing to add additional language requiring the developer to add after stating that the size of the pipelines to be installed in the agreement (under Section C), to include new language: "or such other line sizes and location as agreed to by the parties". This will give the County some flexibility, even though plans appear well set. The applicant

concur and the language has been modified.

Staff believes that additional detail must be worked out in a separate participation agreement. However, staff is in support of moving forward to preserve the pricing from the contractor. The construction plans for the revised pipe size have been approved by the County and the developer is prepared to enter into a contract for the installation. Unfortunately, the costs of PVC are rapidly escalating and the need to enter into the construction contracts to lock in the prices is urgent. Any delay could adversely effect both the developer and the County. Therefore, it could cost both the applicant and developer a lot more if we lose the current pricing for the required improvement.

Recommendation

Staff recommends approval.

Certificate of Level of Service

Applicant Proposed

The developer originally requested an extension of the expiration of the CLOS (Certificate of Level of Service) for two years. In the previous agreement under Section 11.0 the agreement required the said CLOS could not extend beyond May 2, 2007. Therefore, the developer sought to extend the Certificate of Level of Service for the project.

Staff Analysis and Recommendation

A CLOS was issued in May, 2001, with an expiration date of May 2, 2007 in accordance with the Local Development Agreement. As there has been delay due to determining the need for upsizing, staff recommends an extension of the CLOS for one year, until May, 2008. The applicant concurs and the language in the amendment has been modified.

Recommendation

Staff and applicant recommend that Section 11 of the LDA be amended to change "6 years from date of issuance" to "7 years from date of issuance", and to change "May 2, 2007" to "May 2, 2008".

Attachments:

1. Proposed Local Development Agreement by applicant
2. LDA-99-01

Twin River Amendment to Development Agreement

This Amendment to Development Agreement ("Amendment") is made and entered into between Gamble Creek, L.C., a Florida limited liability company, whose address is 9115 58th Drive East, Suite A, Bradenton, FL 34202 ("Company") and Manatee County, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton FL 34205 ("County").

WITNESSETH

WHEREAS, Company and County entered into a Development Agreement on the 30th day of May, 2000 ("Agreement") relative to a project known as Twin River (the "Project"); and

WHEREAS, the County has redesigned the plans for the infrastructure for the sewer lines from the Project to the County sewer treatment facilities; and

WHEREAS, the work on these changes has resulted in Company holding off on the development of the Project for approximately one year; and

WHEREAS, due to such changes in the planned design of the County sewer infrastructure, coupled with additional development planned or approved in the area of the Project, the parties wish to amend the Agreement relative to the Sewer Infrastructure Project and to extend the date of the expiration of the CLOS;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1.0 **WHEREAS Clauses.** The parties find the WHEREAS clauses contained above to be true and accurate and hereby adopt them as findings of fact and conclusions of law as appropriate.

2.0 **Definitions.** The definitions contained in the Agreement shall have the same meaning in this Amendment.

3.0 **Legal Description and Legal and Equitable Interests.** The legal description of the land subject to this Development Agreement is the same property as attached **Exhibit "A"** in the Agreement and the list of names of all persons with a legal or equitable interest in such land is the same as attached as **Exhibit "B"** in the Agreement.

4.0 **Sewer Infrastructure Project: Paragraph C of Section 9** of the Agreement is deleted and replaced in its entirety with the following:

C. SEWER INFRASTRUCTURE PROJECT: The parties agree that the Project shall be connected to the Manatee County central sewer system. Prior to platting the first phase of the Project, Company shall construct a sewer force main from the Project to the existing force main at the Gardens Mobile Home Park entrance road on U. S. 301 within County right-of-way along Golf Course Road, Fort Hamer Road and U.S. 301 (the "Project Sewer Line").

County agrees to construct any additional lift stations, expansions of existing lift stations and expansions of lines from the Project Sewer Line to the North County Regional Sewer Station. County further agrees to augment the flow of wastewater through the Project Sewer Line, as needed to ensure that sufficient flow is available in the Project Sewer Line.

The size of the Project Sewer Line to be constructed by Company shall be: i) 12" in diameter from the Project to Fort Hamer Road; ii) 16" in diameter from the Golf Course Road at Fort Hamer Road to U.S. 301 and then from Fort Hamer Road at U.S. 301 to its terminus at the existing force main at the Gardens Mobile Home Park entrance road on U.S. 301, or such other line sizes and locations as agreed to by the parties.

County shall participate in the costs by i) paying the costs necessary to up-size the line from 8" to the sizes enumerated above. County shall reimburse to Company, all costs of construction and installation of the Project Sewer Line to be paid by County pursuant to a separate Participation Agreement between Company and County.

Pursuant to County approval, the Project is now being developed in coordination with the adjacent Twin River II development. The portion of the Project Sewer Line paid for by Company, i.e. the initial 8" size, is designed to serve both the Project and Twin River II and therefore, no further contribution by the Project or Twin River II will be required for the Project Sewer Line.

5.0 Additional Conditions: Section 11 of the Agreement is hereby amended to change "May 2, 2007" to "May 2, 2008" and to change "six years" to "seven years".

6.0 Continuation of Agreement. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

7.0 Effective Date. This Amendment shall not become effective until i) it has been executed by all parties, ii) it has been recorded in the Public Records of Manatee County, Florida, at the expense of Company, and iii) thirty (30) days after having been received by the Florida Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year shown below, and the signatories do hereby confirm that the governing or managing body of

each party has approved the content, form and manner of execution of this Agreement.

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

By: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

Print Name: _____

Print Name: _____

GAMBLE CREEK, L.C., a Florida limited
liability company

By: COUNTREE WIDE REALTY,
INC, a Florida corporation, its
managing member

By: _____

Larry J. D'Urso, President

Date: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this the ___ day of _____
2002, by Larry J. D'Urso, as President of CountreeWide Realty, Inc., a Florida corporation managing
member of Gamble Creek L.C., a Florida limited liability company, on behalf of the corporation, who
is personally know to me or who has produced _____ as identification.

Notary Public

Printed Name of Notary

Commission Number

My Commission Expires:

D:\MyFiles\9-9-02 twin river lda amendment.wpdSeptember 9, 2002 (10:54AM)

Twin River Development Agreement

This Agreement is made and entered into between Gamble Creek, L.C., a Florida limited liability company, whose address is 9115 58th Drive East, Suite A, Bradenton, FL 34202 ("Company") and Manatee County, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton FL 34205 ("County").

WITNESSETH

WHEREAS, Company is the owner of a project currently known as Twin River (the "Project"), which is proposed for approval pursuant to Manatee County Ordinance PDR-99-02(Z)(G), (the "Development Order"); and

WHEREAS, the Comprehensive Plan and the County's Land Development Code ("LDC") state that development agreements may be entered into by a developer and the Board of County Commissioners to guarantee that the requirements of the Florida Local Comprehensive Planning Act and the Florida Local Government Development Agreement Act are followed; and

WHEREAS, it has been determined by Manatee County that, without entering into this Development Agreement, the impacts caused by the development of the Project will not be adequately addressed; and

WHEREAS, with the commitment by Company to undertake various improvement projects contained herein, and the expenditures of funds therefore, Company shall be entitled to an extended Certificate of Level of Service ("CLOS"); and

WHEREAS, Company has agreed to construct, cause to be constructed or participate in the Gamble Creek Drainage Project, the Sewer Infrastructure Project, the Bridge Project and certain Transportation Improvements, as each is hereinafter defined, within the time periods set forth herein; and

WHEREAS, certain of the above stated projects create additional capacity above that required by the Project and are therefore eligible for impact fee credits; and

WHEREAS, the County has agreed to grant to Company transportation impact fee credits (excluding water and wastewater Facility Investment Fees) equal to certain amounts which it expends to design, permit and construct said projects, with said impact fee credits to be processed in accordance with County policy, the parties desire to enter into this Development Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1.0 **WHEREAS Clauses.** The parties find the WHEREAS clauses contained above to be true and accurate and hereby adopt them as findings of fact and conclusions of law as appropriate.

2.0 **Legal Description and Legal and Equitable Interests.** The legal description of the land subject to this Development Agreement is attached as **Exhibit "A"** and incorporated herein by reference. The list of names of all persons with a legal or equitable interest in such land is attached as **Exhibit "B"** and incorporated herein by reference.

3.0 **Listing and Relationship of Parties.** The parties are listed in the preamble above. Their relationships are described in the Recitals above.

4.0 **Duration.** The duration of this Agreement shall be for a period of ten (10) years from the effective date hereof. The effective date shall begin upon the full execution of this Development Agreement by all parties and the expiration of all time periods for appeals.

5.0 **Means of Relief.** The sole means of relief from this Development Agreement shall be by an action for injunctive relief filed in the Circuit Court of Manatee County and any appropriate appeal thereof. However, enforcement of other zoning and land use permits and approvals shall be as provided by Chapter 12 of the Land Development Code.

6.0 **Maximum Permitted Development.** The development uses permitted on the land, including population and unit densities, and building intensities and height, shall be as set forth in Ordinance No. PDR-99-02(Z)(G).

7.0 **Required Dedication of Land.** Necessary reservation, dedication, and acquisition of the right of way for the various projects are as outlined in the development approval for the project.

8.0 **Required Development Permits and Approvals.** A general development plan is pending for the development of the land. Company shall obtain the following required permits or approvals from Manatee County; once approved by the Board of County Commissioners.

- a. Preliminary Site Plan (for each phase or subphase);
- b. Preliminary Subdivision Plat;
- c. Final Site Plan;
- d. Final Subdivision Plat;

- e. Construction Drawing Approval;
- f. Building Permits;
- g. Certificates of Occupancy;

9.0 **Construction Projects.** In order to successfully mitigate the impacts of the Project and to assist the County in providing better public facilities to the citizens of Manatee County, the parties agree to the completion of the following projects:

A. GAMBLE CREEK DRAINAGE PROJECT: To facilitate the maintenance cleaning of Gamble Creek in the area described immediately below, the parties agree to pursue a permit from the Southwest Florida Water Management District ("SWFWMD") to allow Company, with the assistance of County, to clean the debris and vegetation currently impeding the free flow of water within Gamble Creek. This area, which shall be described as the "Gamble Creek Improvement Area," shall be from the north property line of the Project adjacent to Gamble Creek, thence southerly following the bed of Gamble Creek to a location approximately at the Mulholland Road Bridge, the exact southerly point to be determined by County.

This Gamble Creek Improvement Area covers a portion of Gamble Creek that is bordered by large wetlands and wooded areas. The normal procedure to clear such a creek is for the County to provide the manpower and machinery to cut and pull the debris and place it on the adjacent bank for removal. In this instance, and due to the adjacent wetlands and wooded areas, the debris will need to be placed in specific areas that can be reasonably accessible for removal.

Both parties are concerned as to whether or not the ultimate permit from SWFWMD will allow the removal and placement of the debris in such a manner that costs to the County of placing the debris is reasonable and that costs to Company for hauling the debris is reasonable. Therefore, Company shall include in its first application to SWFWMD for the stormwater system for the Project, a request for approval of the right to clean the Gamble Creek Improvement Area.

The request shall not include any dredging of the channel, but only the removal of debris and vegetation. The application shall request approval to provide a sample cross section with an environmentalist on site daily during the cleaning, in lieu of multiple cross sections and detailed cleaning plans. Company shall cause its engineer to prepare the required engineering for the request in conformance with such criteria.

Upon approval of a satisfactory permit to clean Gamble Creek, County shall supply the machinery and manpower to undertake the actual cleaning as permitted by the permit and continue same to completion under the direction of the environmentalists to be supplied by Company. County agrees to deposit all debris on the south (or east) bank of Gamble Creek at the sites set forth in the permit application in the Company's property, which sites are designed to be those reasonably accessible from the Project. If the sites permitted by SWFWMD are such that the County feels, in the County's sole discretion, that the costs to meet this requirement are unreasonable, County may cause the withdrawal of the Permit Application.

Company shall hire the Environmentalist to supervise the cleaning. The parties agree to use their best efforts to limit the amount of time necessary for the supervision. In the event the projected costs of the supervision will exceed \$25,000.00, the Company may withdraw the Permit Application, unless County agrees to pay all costs in excess of said \$25,000.00.

Company agrees to haul the debris from the banks of Gamble Creek and dispose of same. The parties recognize that, to the extent permitted by SWFWMD, said hauling shall be commensurate with the land cleaning for the Project.

Company shall receive no impact fee credits for costs associated with the Gamble Creek Drainage Project. Failure of SWFWMD to grant the permission to clean the Gamble Creek Improvement Area as set forth in this section shall not adversely effect Company's right to continue development of the Project as the Project is not dependent on cleaning Gamble Creek.

B. GOLF COURSE ROAD BRIDGE OR APPROACH PROJECT: The Golf Course Road Bridge or Roadway Approach Project ("Bridge Project") shall be the reconstruction of the bridge or roadway approaches over Gamble Creek on Golf Course Road to raise the level of the travelway above the 100-year flood elevation, as designed and determined by County. The Company agrees to contribute to the Bridge or Roadway Approach Project as set forth below if County chooses, at its sole option, to undertake the Bridge or Roadway Approach Project. Company shall contribute one-half (½) of the first \$200,000.00 and one-fourth (1/4) of the next \$300,000.00 of the costs of the Bridge or Roadway Approach Project for a total maximum contribution of \$175,000.

Said payment shall be made upon completion of construction and proof of costs by the County delivered to Company. In order to secure such contribution, Company shall deliver to County a bond or letter of credit, in a form reasonably acceptable to County, prior to the approval of a Preliminary Plan/Plat for the 101st dwelling unit, in the amount of \$175,000.00 and shall keep said bond or letter of credit in full force and effect until payment by Company of Company's share of the Bridge or Roadway Approach Project. In the event County does not begin design of the Bridge or Roadway Approach Project within seven years from the date hereof and continue in good faith toward completion of the Bridge or Roadway Approach Project said agreement to contribute shall cease and the bond or letter of credit shall terminate.

In the event Company fails to pay Company's share of the costs, County may call the bond or letter of credit. Company shall be eligible for transportation impact fee credits for all amounts paid by Company toward the Bridge or Roadway Approach Project. All transportation impact fees paid by homes within the Project prior to the funding of the Bridge or Roadway Approach Project shall be a credit against the Company's contribution and shall reduce the amount to be paid by Company at the time of construction.

C. SEWER INFRASTRUCTURE PROJECT: The parties agree that the Project shall be connected to the Manatee County central sewer system. Prior to platting the first phase of the Project, Company shall construct a sewer force main from the Project to the existing force main at the Gardens Mobile Home Park entrance road on U. S. 301 within County right-of-way along Golf Course Road, Fort Hamer Road and U.S. 301 (the "Project Sewer Line").

County agrees to construct any additional lift stations, expansions of existing lift stations and expansions of lines from the Project Sewer Line to the North County Regional Sewer Station. County further agrees to augment the flow of wastewater through the Project Sewer Line, as needed to ensure that sufficient flow is available in the Project Sewer Line.

The size of the Project Sewer Line to be constructed by Company shall be 8" in diameter, with County participating in the construction material and installation costs by i) paying the costs necessary to up-size the project sewer line from 6" to 8" in diameter, and/or ii) reimbursing Company that portion of the costs of the Project Sewer Line to be used by others. The new participation policy will resolve this issue of reimbursement. County shall reimburse to Company, within sixty (60) days of completion of the Project Sewer Line, all upsizing costs of construction and installation of the Project Sewer Line to be paid by County as set forth immediately above. Notwithstanding the above, the parties recognize that County is currently reviewing a new participation policy for the installation of such extensions to water and sewer lines and that Company may elect to adjust the terms of this paragraph to meet the new participation policy, as such policy would apply to the Project Sewer Line.

D. TRANSPORTATION IMPROVEMENTS: In order to mitigate the impacts of the Project on the transportation system in Manatee County, Company shall construct the following roadway intersection improvements at the stated level of development of the Project:

- i. Signalization of the intersection of Fort Hamer Road and U.S. 301 prior to the approval of a Preliminary Site Plan for the 270th lot in the Project, unless same is not warranted by the Florida Department of Transportation, in which event, when warranted (This improvement is not eligible for transportation impact fee credits);
- ii. Eastbound right turn lane at Fort Hamer Road and U.S. 301 prior to the approval of a Preliminary Site Plan for the 270th lot in the Project. Company shall be eligible for transportation impact fee credits for all amounts paid by Company toward such turn lane;
- iii. An eastbound right turn lane at each Project entrance off of Golf Course Road with the construction of each such entrance. Clear distances will be observed by Company at these driveways for a distance of 540' left and 340' right from an offset of 17' from the edge of the Golf Course Road pavement (This improvement is not eligible for transportation impact fee credits); and
- iv. Prior to the approval of a Preliminary Site Plan for the 270th lot in

the project, at the intersection of US 301 and Fort Hamer Road, provide a northbound left-turn lane; and the developer shall be eligible for any transportation impact fee credit for this required improvement.

Any turn lane to be constructed will be designed to meet the current applicable standards of the agency that will have jurisdiction over the road.

10.0 **Consistency.** The County hereby finds that the Project, as proposed, is consistent with the Manatee County Comprehensive Plan and the Land Development Code.

11.0 **Additional Conditions.** In light of the completion and commitment to complete the Required Improvements, a CLOS for the Project shall be issued with the first Preliminary Site Plan, in accordance with the Land Development Code and the terms of this agreement, with an expiration date of 6 years from the date of issuance. Said CLOS shall not extend beyond May 2, 2007 and shall be conditioned upon Company complying with the provisions of this Agreement.

12.0 **Omission from Agreement.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Company or any of its affiliates or successors and assigns of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

13.0 **Agreement Runs with the Land and Binding Effect.** This Agreement shall run with the land and the burdens and benefits of this Development Agreement shall be binding upon, and shall inure to all successors in interest, including all mortgagees, to the parties of this Development Agreement.

14.0 **Notice.** Notices required to be given by this Development Agreement shall be in writing sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice, and shall be designated by written notice in the manner provided above:

FOR MANATEE COUNTY: Chairman, Board of County Commissioners
 1112 Manatee Avenue West
 P.O. Box 1000
 Bradenton, Florida 34206

With Copies to: Manatee County Attorney
 1112 Manatee Avenue West
 P.O. Box 1000
 Bradenton, Florida 34206

Director, Planning Department
ATTENTION: Carol Clarke
1112 Manatee Avenue West
P. O. Box 1000
Bradenton, Florida 34206

FOR COMPANY:

Managing Member
CountreeWide Realty, Inc.
ATTENTION: Larry J. D'Urso, Jr.
9115 58th Drive East
Bradenton, Florida 34202

With Copies to:

Steve Walker
701 5th Avenue
4650 Columbia Center
Seattle, Washington 98104

Heidi J. Marling
5728 Major Boulevard
Suite 309
Orlando, Florida 32819

Grimes Goebel Grimes Hawkins
& Gladfelter, P. A.
ATTENTION: Caleb J. Grimes, Esquire
1023 Manatee Avenue West
P.O. Box 1550
Bradenton, Florida 34206

15.0 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing, signed by both parties, and executed in the same manner as this Development Agreement.

16.0 Parties Drafted Equally. The County and Company agree that both parties have played an equal and reciprocal part in drafting of this Development agreement. Therefore, no provisions of this Development Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

17.0 Severability. In the event any term or provision of the Development Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or

provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Development Agreement; provided, however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

18.0 **Applicable Laws and Venue.** This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida, unless prohibited by law.

19.0 **Effective Date.** This Development Agreement shall not become effective until i) the Ordinance has become final, ii) it has been recorded in the Public Records of Manatee County, Florida, at the expense of Company, and iii) the appeal period has expired.

20.0 **Default.** In the event of a default hereunder by Company of its obligations, County's sole remedy shall be to withhold further development approvals for the Project. In the event of a default hereunder by County, Company's shall be entitled to damages or specific performance in the event damages cannot be ascertained.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year shown below, and the signatories do hereby confirm that the governing or managing body of each party has approved the content, form and manner of execution of this Agreement.

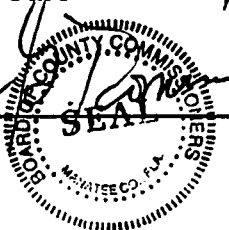
ADOPTED AND APPROVED with a quorum present and voting the 2nd day of May, 2000.

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

Eitan Seigman

Chairman

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

R. B. Shore




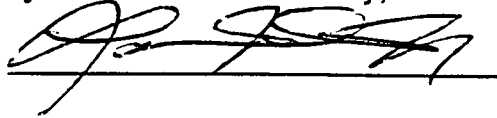
STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.

Witness my hand and official seal this 1ST day of JUNE, 2000

R. B. SHORE
Clerk of Circuit Court
By: *R. B. Shore* a.c.

WITNESS:

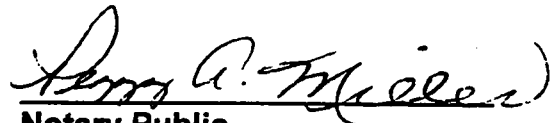
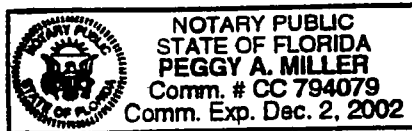
Gamble Creek, L.C. a Florida limited liability company
By CountreeWide Realty, Inc.



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this the 30TH day of MAY 2000, by LARRY J. DUNSC JA, as PRESIDENT of CountreeWide Realty, Inc., managing member of Gamble Creek L.C., a Florida limited liability company, who is personally know to me or who has produced The Drivers License as identification.

D620-530-48-226-0



Notary Public

PEGGY A. MILLER
Printed Name of Notary

Commission Number

My Commission Expires:

Exhibit "A"

Legal Description

PARCEL A

(BRODERICK/ABC)

DESCRIPTION: AS FURNISHED

COMMENCE AT THE S.E. CORNER OF SECTION 10, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N 01°10'52" W, ALONG THE EAST LINE OF SAID SECTION 10, 1317.73 FEET TO A CONCRETE MONUMENT, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10, FOR A POINT OF BEGINNING; THENCE CONTINUE N 01°10'52" W, ALONG THE EAST LINE OF SAID SECTION 10, 3953.20 FEET TO A CONCRETE MONUMENT, MARKING THE N.E. CORNER OF SAID SECTION 10, SAID POINT ALSO BEING THE S.E. CORNER OF SECTION 3, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N 00°13'44" E, ALONG THE EAST LINE OF SAID SECTION 3, 3518.82 FEET TO A CONCRETE MONUMENT, MARKING THE INTERSECTION WITH THE MAINTAINED SOUTH RIGHT OF WAY OF "GOLF COURSE ROAD"; THENCE N 86°10'24" W, ALONG SAID MAINTAINED SOUTH RIGHT OF WAY, 718.17 FEET TO A CONCRETE MONUMENT; THENCE N 71°13'34" W, ALONG SAID MAINTAINED SOUTH RIGHT OF WAY, 869.58 FEET TO A CONCRETE MONUMENT, MARKING THE INTERSECTION WITH THE WEST LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 3; THENCE S 00°04'28" E, ALONG THE WEST LINE OF SAID S.E. 1/4 OF THE N.E. 1/4, 1132.58 FEET TO A CONCRETE MONUMENT MARKING THE S.W. CORNER THEREOF; THENCE N 89°20'48" W, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3, 4037.83 FEET TO A LITER-WOOD POST, MARKING THE N.W. CORNER OF THE SOUTH 1/2 OF SAID SECTION 3; THENCE S 00°28'48" E, ALONG THE WEST LINE OF SAID SECTION 3, 112.58 FEET TO AN IRON PIPE ON THE NORTHERLY SIDE OF "GAMBLE CREEK"; THENCE CONTINUE S 00°28'48" E, ALONG SAID WEST SECTION LINE, 310 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE CENTERLINE OF SAID "GAMBLE CREEK"; THENCE SOUTHERLY, ALONG THE SINUOSITIES OF THE CENTERLINE OF SAID "GAMBLE CREEK" AND RUNNING THROUGH SECTIONS 4, 9 AND 10, TOWNSHIP 34 SOUTH, RANGE 19 EAST, 11,200 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE N 89°58'18" E, ALONG THE NORTH LINE OF THE NORTH 1/2 OF SAID S.W. 1/4, 820.0 FEET, MORE OR LESS, TO A CONCRETE MONUMENT ON THE EASTERLY SIDE OF AN EXISTING MARSH; THENCE CONTINUE N 89°58'18" E, ALONG SAID NORTH LINE, 1980.80 FEET TO A CONCRETE MONUMENT, MARKING THE N.E. CORNER OF THE NORTH 1/2 OF SAID S.W. 1/4; THENCE S 00°34'18" E, ALONG THE EAST LINE OF THE NORTH 1/2 OF SAID S.W. 1/4, 1328.14 FEET TO A CONCRETE MONUMENT, MARKING THE S.E. CORNER THEREOF; THENCE S 89°47'20" W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID S.W. 1/4, 2707.67 FEET TO A CONCRETE MONUMENT, MARKING THE S.W. CORNER THEREOF; THENCE N 00°37'48" W, ALONG THE WEST LINE OF SAID SECTION 10, 849.10 FEET TO A CONCRETE MONUMENT ON THE SOUTH SIDE OF SAID "GAMBLE CREEK"; THENCE CONTINUE N 00°37'48" W, ALONG SAID WEST SECTION LINE, 58.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE CENTERLINE OF SAID "GAMBLE CREEK"; THENCE SOUTHWESTERLY ALONG THE SINUOSITIES OF THE CENTERLINE OF SAID "GAMBLE CREEK" AND RUNNING THROUGH SECTIONS 8, 16 AND 17, TOWNSHIP 34 SOUTH, RANGE 19 EAST, 12,200 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WATERS OF THE NORTHERLY SIDE OF THE "MANATEE RIVER"; THENCE NORTHWESTERLY, ALONG THE SINUOSITIES OF THE WATERS ALONG THE NORTHERLY SIDE OF SAID "MANATEE RIVER", 4,100 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EAST LINE OF THE N.W. 1/4 OF SAID SECTION 16; THENCE N 00°20'32" W, ALONG THE EAST LINE OF SAID N.W. 1/4, 1317 FEET, MORE OR LESS, TO A CONCRETE MONUMENT ON THE NORTHERLY SIDE OF AN EXISTING POND; THENCE CONTINUE N 00°20'32" W, ALONG THE EAST LINE OF SAID N.W. 1/4, 852.87 FEET TO AN OLD IRON ROD, MARKING THE N.E. CORNER OF SAID N.W. 1/4; THENCE S 88°49'13" E, ALONG THE NORTH LINE OF SAID SECTION 16, 1340.85 FEET TO A CONCRETE MONUMENT, MARKING THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 16; THENCE S 00°17'39" E, ALONG THE WEST LINE OF SAID N.E. 1/4 OF THE N.E. 1/4, 1034.70 FEET TO A CONCRETE MONUMENT ON THE NORTH SIDE OF SAID "MANATEE RIVER"; THENCE CONTINUE S 00°17'39" E, ALONG SAID WEST LINE, 16.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WATERS OF THE NORTHERLY SIDE OF SAID "MANATEE RIVER"; THENCE SOUTHEASTERLY ALONG THE SINUOSITIES OF SAID WATER, 340 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SOUTH LINE OF SAID N.E. 1/4 OF THE N.E. 1/4; THENCE SAID N.E. 1/4 OF THE N.E. 1/4; THENCE S 89°18'35" E, ALONG THE SOUTH LINE OF SAID N.E. 1/4 OF THE N.E. 1/4, 14.0 FEET, MORE OR LESS, TO A CONCRETE MONUMENT; THENCE CONTINUE S 89°18'35" E, ALONG SAID SOUTH LINE, 1158.22 FEET TO A CONCRETE MONUMENT, MARKING THE S.E. CORNER THEREOF, SAID POINT ALSO BEING THE S.W. CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N 89°41'50" E, ALONG THE SOUTH LINE OF SAID N.W. 1/4 OF THE N.W. 1/4, 1348.25 FEET TO A CONCRETE MONUMENT, MARKING THE S.E. CORNER THEREOF; THENCE N 00°07'48" E, ALONG THE EAST LINE OF SAID N.W. 1/4 OF THE N.W. 1/4, 1320.58 FEET TO A CONCRETE MONUMENT, MARKING THE N.E. CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N 89°36'28" E, ALONG THE SOUTH LINE OF SAID SECTION 10, 2700.84 FEET TO A CONCRETE MONUMENT, MARKING THE S.W. CORNER OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE N 01°02'34" W, ALONG THE WEST LINE OF SAID S.E. 1/4 OF THE S.E. 1/4, 1321.93 FEET TO A CONCRETE MONUMENT, MARKING THE N.W. CORNER THEREOF; THENCE N 88°47'20" E, ALONG THE NORTH LINE OF SAID S.E. 1/4 OF THE S.E. 1/4, 1340.82 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 3, 4, 8, 10, 15, 16 AND 17, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1222.0 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

Exhibit "A" (continued)

LESS THE FOLLOWING DESCRIBED PROPERTY:

PARCEL OF LAND
ALONG GAMBLE CREEK

DESCRIPTION:

PARCEL OF LAND LYING NORTHERLY OF THE WATER OF "MANATEE RIVER" AND SOUTHERLY OF THE CENTERLINE OF "GAMBLE CREEK", LYING IN SECTIONS 9, 16 AND 17, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 9, RUN N 88°49'13" W, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1734.42 FEET; THENCE N 00°00'00" E, A DISTANCE OF 343 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE CENTERLINE OF "GAMBLE CREEK"; THENCE WESTERLY AND SOUTHERLY, ALONG THE SINUSITIES OF THE CENTERLINE OF SAID "GAMBLE CREEK" AND RUNNING THROUGH SAID SECTIONS 9, 16 AND 17, A DISTANCE OF 7300 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WATERS OF THE NORTHERLY SIDE OF THE "MANATEE RIVER"; THENCE EASTERLY AND NORTHERLY, ALONG THE SINUSITIES OF THE WATERS ALONG THE NORTHERLY SIDE OF SAID "MANATEE RIVER", A DISTANCE OF 8700 FEET, MORE OR LESS; THENCE LEAVING SAID WATERS OF "MANATEE RIVER" RUN N 00°00'00" E, A DISTANCE OF 707 FEET, MORE OR LESS; THENCE N 90°00'00" W, A DISTANCE OF 587.56 FEET; THENCE N 00°00'00" E, A DISTANCE OF 632.74 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 215.2 ACRES, MORE OR LESS.

Exhibit "A" (continued)

LESS THE FOLLOWING DESCRIBED PROPERTY:

PARCEL OF LAND
ALONG GAMBLE CREEK

DESCRIPTION: (AS FURNISHED)

BEGINNING AT THE CENTER OF SECTION 10, TOWNSHIP 34 SOUTH, RANGE 19 EAST. THENCE RUN S 89°38'18" W, ALONG THE NORTH LINE OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 34 SOUTH RANGE 19 EAST, A DISTANCE OF 1760.90; THENCE NORTH, A DISTANCE OF 71.89 FEET; THENCE S 88°21'53" E, A DISTANCE OF 1778.24 FEET; THENCE S 00°09'40" E, A DISTANCE OF 945.64 FEET; THENCE S 70°31'38" W, A DISTANCE OF 4.90 FEET TO THE EAST LINE OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE N 00°34'18" W, ALONG THE SAID EAST LINE, A DISTANCE OF 927.29 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 2.10 ACRES, MORE OR LESS.

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

PARCEL D:
(BEL)

DESCRIPTION: AS FURNISHED

PARCEL A: THE S.E. 1/4 OF THE N.W. 1/4 LYING NORTH OF THE MANATEE RIVER IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

PARCEL B: THAT PART OF THE WEST 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 AND THE WEST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4, LYING NORTH OF THE MANATEE RIVER, IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

PARCEL C: THAT PART OF THE EAST 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 LYING NORTH OF THE MANATEE RIVER IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LESS THE EASTERLY 425 FEET OF THE EAST 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING NORTH OF THE MANATEE RIVER.

PARCEL D: THE N.W. 1/4 OF THE N.E. 1/4 AND THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION: BY THE UNDERSIGNED

FROM THE N.W. CORNER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, RUN N 89°38'28" E, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1356.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°38'28" E, ALONG SAID NORTH LINE, A DISTANCE OF 2700.84 FEET TO THE N.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15; THENCE S 00°41'14" W, ALONG EAST LINE OF N.W. 1/4 OF THE N.E. 1/4, A DISTANCE OF 1324.72 FEET TO THE S.E. CORNER OF SAID N.W. 1/4 OF THE N.E. 1/4; THENCE S 89°41'50" W, ALONG SOUTH LINE OF SAID N.W. 1/4 OF THE N.E. 1/4, A DISTANCE OF 625.00 FEET; THENCE S 00°41'14" W, A DISTANCE OF 1170 FEET, MORE OR LESS, TO THE NORTH BANK OF THE MANATEE RIVER; THENCE SOUTHWESTERLY ALONG THE SINUOSITIES OF THE SAID NORTHERLY BANK, A DISTANCE OF 1080 FEET, MORE OR LESS, TO THE EAST LINE OF THE S.W. 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N 00°30'10" E, ALONG SAID EAST LINE, A DISTANCE OF 341 FEET, MORE OR LESS, TO THE N.E. CORNER OF SAID S.W. 1/4; THENCE S 89°47'06" W, ALONG THE NORTH LINE OF SAID S.W. 1/4, A DISTANCE OF 834 FEET, MORE OR LESS TO THE NORTHERLY BANK OF THE MANATEE RIVER; THENCE NORTHWESTERLY ALONG THE SINUOSITIES OF SAID BANK, A DISTANCE OF 680 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 1/2 OF THE N.W. 1/4; THENCE N 00°07'48" E, ALONG SAID WEST LINE, A TOTAL DISTANCE OF 2093.82 FEET, MORE OR LESS, TO THE N.W. CORNER OF THE N.E. 1/4 OF THE N.W. 1/4 AND THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 151.3 ACRES, MORE OR LESS.

Exhibit "A" (continued)

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

PARCEL B
(LOVELAND)

DESCRIPTION: BY THE UNDERSIGNED

FROM A BLAZED CABBAGE PALM MARKING THE N.E. CORNER OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, RUN N 88°49'13" W, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2687.89 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID SECTION 18; THENCE S 00°20'32" E, ALONG WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 1341.39 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF SAID N.E. 1/4, A POINT OF BEGINNING; THENCE S 89°18'35" E, ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE N.E. 1/4, A DISTANCE OF 730 FEET, MORE OR LESS, TO NORTHERLY BANK OF THE MANATEE RIVER; THENCE MEANDERING IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY BANK, A DISTANCE OF 1100 FEET, MORE OR LESS, TO SAID WEST LINE OF THE S.W. 1/4 OF THE N.E. 1/4; THENCE N 00°20'32" W, A DISTANCE OF 830 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 8.7 ACRES, MORE OR LESS.

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY.

PARCEL C:
(WALDMAN)

DESCRIPTION: (AS FURNISHED)

THE S.W. 1/4 OF N.W. 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LYING NORTH OF MANATEE RIVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION: (BY THE UNDERSIGNED)

FROM THE N.W. CORNER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, RUNS 00°14'43" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1318.44 FEET TO THE N.W. CORNER OF S.W. 1/4 OF N.W. 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE CONTINUING S 00°14'43" E, ALONG SAID WEST SECTION LINE TO THE NORTH BANK OF MANATEE RIVER, A DISTANCE OF 1260 FEET, MORE OR LESS; THENCE NORTHEASTERLY ALONG SAID NORTH BANK, A DISTANCE OF 1580 FEET, MORE OR LESS TO THE EAST LINE OF SAID S.W. 1/4 OF N.W. 1/4; THENCE N 00°07'48" E, ALONG SAID EAST LINE, A TOTAL DISTANCE OF 772.98 FEET, MORE OR LESS, TO THE N.E. CORNER OF SAID S.W. 1/4 OF N.W. 1/4; THENCE S 89°41'50" W, ALONG NORTH LINE OF SAID S.W. 1/4 OF N.W. 1/4, A DISTANCE OF 1348.25 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 24.6 ACRES, MORE OR LESS.

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

PARCEL E:
(BOYD)

DESCRIPTION: (AS FURNISHED)

BEGIN AT THE N.E. CORNER OF SECTION 16, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S 89°45'15" W, A DISTANCE OF 1318.05 FEET TO THE N.E. CORNER OF THE N.W. 1/4 OF N.E. 1/4 OF SECTION 16 FOR THE POINT OF BEGINNING; THENCE CONTINUE S 89°45'15" W, A DISTANCE OF 1318.05 FEET TO THE N.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 16; THENCE S 00°18'27" E, A DISTANCE OF 1332.42 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 16; THENCE N 89°49'28" E, A DISTANCE OF 1322.45 FEET TO THE S.E. CORNER OF THE N.W. 1/4 OF THE 1/4 OF SECTION 16; THENCE N 00°27'45" W, A DISTANCE OF 1334.04 FEET TO THE POINT OF BEGINNING, MORE OR LESS, LESS LAND DESCRIBED IN O.R. BOOK 443, PAGE 810 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE N.E. CORNER OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, RUN N 88°49'13" W, A DISTANCE OF 1340.84 FEET TO THE N.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE POINT OF BEGINNING; THENCE CONTINUING N 88°49'13" W, ALONG NORTH LINE OF SAID SECTION, A DISTANCE OF 1340.85 FEET TO THE N.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4; THENCE S 00°20'32" E, A DISTANCE OF 1341.39 FEET TO THE S.W. CORNER OF SAID N.W. 1/4 OF THE N.E. 1/4; THENCE S 89°18'35" E, A DISTANCE OF 730 FEET, MORE OR LESS TO THE BANK OF THE MANATEE RIVER; THENCE NORTHERLY AND EASTERLY ALONG SAID BANK; A DISTANCE OF 1050 FEET, MORE OR LESS TO THE EAST LINE OF SAID N.W. 1/4 OF THE N.E. 1/4; THENCE N 00°17'38" W, A TOTAL DISTANCE OF 1050.70± FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 34.3 ACRES, MORE OR LESS.

Exhibit "B"

Legal and Equitable Interests

Gamble Creek, L. C., by
 CountreeWide Realty, Inc.
 9115 58th Dr. East, Suite A
 Bradenton, Florida 34202

and

10.0000 FBO Alfred J. Alvarez IRA Rollover 70582330 Raymond James & Associates, Inc., Custodian 880 Carillon Pkwy. P.O. Box 12749 St. Petersburg	FL	33733	50.0000 American Council on Education James J. Caputo, Chief Financial Officer, V.P. Business Office, 8th Fl. One Du Pont Circle NW Washington	DC	20008
15.0000 Michael A. Atkins 10267 Kingston Pike Knoxville	TN	37922	24.0000 FBO Carol Bentley IRA 617-60818-1-5-516 Smith Barney Attn: Richard W. Johnson P.O. Box Drawer 2598 Lakeland	FL	33806
10.0000 Berger Hardware, Inc. Craig A. Robertson, President 3972 30th Street San Diego	CA	92104	20.0000 Mitchell L. Block 243 N. Deere Park Dr. Highland Park	IL	60035
20.0000 Mitchell L. & Grace W. Block 243 N. Deere Park Drive Highland Park	IL	60035	10.0000 Leslie B. Berum Highway 49 P.O. Box 155 Ashland City	TN	37015
6.0000 Robert Bray & Joan Bray 134 Woodhaven Drive Avon	CT	06001	10.0000 Robert A. Brown IRA Rollover A/C OPL-R25481-77 Prudential Securities, Trustee 525 University Ave. 5th Floor Palo Alto	CA	94301
5.0000 William D. Buel Living Trust William D. Buel, Trustee 19248 Bount Road Lutz	FL	33549	10.0000 James E. Bullock & Anne Thatcher Bullock 41 West Brook Road West Hartford	CT	06107

Exhibit "B" (continued)

10.0000 C.D. Ericson Company, Inc. C. Duane Ericson, President 146 Crest View Drive Orinda CA 94563	5.0000 Gloria Joy Cantor 4725 Lucerne Lakes Blvd. #302 Lake Worth FL 33467
10.0000 John Carroll University c/o Jonathan C. Ivoc, VP University Heights Cleveland OH 44118	5.0000 The Chaso 1992 Family Trust Dated July 27, 1992 and successor Trustee of John L. Chaso and Susan G. Chaso, Trustees 1409 Santa Fe Berkeley CA 94702
10.0000 The Chaso 1992 Family Trust Dated July 27, 1992 and successor Trustee of John L. Chaso and Susan G. Chaso, Trustees 1409 Santa Fe Berkeley CA 94702	10.0000 Christian Community In Action, Inc. Noel Christoff, President 1460 Buttrick Av. SE Ada MI 49301
10.0000 Lewis A. and Arleen M. Citren 21234-A Clubside Drive Boca Raton FL 33434	10.0000 The Clausen Family Revocable Trust Dated December 3, 1990 Emil Junior and Ardis Y. Clausen, Trustees 62 Rampart Place Box 6335 Battlement Mesa CO 81888
10.0000 Jeanna Cleary P.O. Box 1329 Cullowhee NC 28723	10.0000 Consolidated Carpet Trade Workroom, Inc. MPPP & Emp. PSPT Arne D. Meberg, Trustee 614 May Street Rivervale NJ 07675
5.0000 Corporate Continuity, Inc. Profit Sharing Plan FBO Peter M. Williams Peter M. Williams, Trustee 401 W. Colonial Drive Suite 802 Orlando FL 32804	10.0000 Crane Rental Company, Inc. Roy Daniel Knuffman, President 1601 W. Street, N.E. Washington DC 20018
5.0000 D'Arcy A. Tong, M.D. Profit Sharing Plan D'Arcy A. Tong, M.D., Trustee 4138 N. Van Ness Blvd. Fresno CA 93704	5.0000 Julian Hubert Dean 1691 Magnolia Avenue Orangeburg SC 29115
20.0000 Kristine Deiron 532 Old Tavern Circle Knoxville TN 37922	5.0000 Joe F. Duncan 3575 Earhart Road Mt. Juliet TN 37122

Exhibit "B" (continued)

10.0000 Dustin Construction, Inc. Profit Sharing Plan & Trust Daniel A. Dustin, Plan Administrator 7881-A Beechcraft Avenue Gaithersburg MD 20879	10.0000 James Henry Escott, Jr. IRA Rollover Delaware Charter Guaranty & Trust, Trustee P.O. Box 8963 Wilmington DE 19899
10.0000 Earle Industries, Inc. Employee Profit Sharing Plan Peter S. Felsenthal, Trustee PO Box 28 Highway 64 Earle AR 72331	30.0000 East Tennessee Heart Consultants, P.C. MPPP First Tennessee Bank National Association, Trustee Trust Division Attn: Vicki Riggs Knoxville TN 37995
25.0000 East Tennessee Cardiovascular Surgery Group Money Purchase Pension Plan The Pennsylvania Trust Company, Trustee Five Radnor Corp. Center Suite 452 Radnor PA 19087	5.0000 - Eggen & Eggen, Inc. Money Purchase Pension & Profit Sharing Plan Norman J. Eggen, Trustee 3979 Cowan Road LaFayette CA 94549
20.0000 Equity Resource Fund XIV 14 Story Street Cambridge MA 02138	10.0000 Foundation Systems Engineering, P.C. Money Purchase Pension Plan & Tr. M. Frank Castleberry, Trustee 5042 Country Drive Kingsport TN 37664
5.0000 Foundation Systems Engineering, P.C. Money Purchase Pension Plan & Tr. M. Frank Castleberry, Trustee 5042 Country Drive Kingsport TN 37664	5.0000 FBO William M. Fuller, Jr. Acct. #985638 Retirement Accounts & Co. P.O. Box 173785 Denver CO 80217
5.0000 FBO W. Jerry Gillis Lincoln Trust Company, Custodian 6312 S. Fiddlers Green Cr Suite 400 E Englewood CO 80111	10.0000 Global Printing, Inc. Profit Sharing Plan Gerhard Dreo, Trustee 3670 Wheeler Avenue Alexandria VA 22304
10.0000 John B. Gover Money Purchase Pension Plan John B. Gover, Trustee 7907 Vineyard Lake Rd. N. Jacksonville FL 32256	5.0000 Ronald K. Grossman, M.D. IRA Account Boatmen's Bank of Tennessee, Custodian, FBO 6060 Poplar Ave. Ste 276 Memphis TN 38119



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E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

EXHIBIT "A"
Page 1 of 2

MARCH 6, 2000

CONSERVATION EASEMENT
McKENZIE PEST CONTROL

DESCRIPTION:

FROM THE SOUTHWEST CORNER OF LOT 16 OF ELLENTON ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 54 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 86°41'50" E, ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 102.30 FEET TO THE POINT OF BEGINNING; THENCE N 16°32'00" W, A DISTANCE OF 54.82 FEET; THENCE N 07°35'00" W, A DISTANCE OF 55.78 FEET; THENCE N 16°25'00" E, A DISTANCE OF 16.30 FEET; THENCE N 25°31'00" E, A DISTANCE OF 46.59 FEET; THENCE N 08°08'00" E, A DISTANCE OF 39.69 FEET; THENCE N 17°08'00" E, A DISTANCE OF 22.77 FEET; THENCE N 27°52'00" E, A DISTANCE OF 47.34 FEET; THENCE N 32°54'00" E, A DISTANCE OF 26.73 FEET; THENCE N 46°06'00" E, A DISTANCE OF 36.43 FEET; THENCE N 25°23'00" E, A DISTANCE OF 20.45 FEET; THENCE S 86°13'30" E, A DISTANCE OF 19.26 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID LOT 16; THENCE S 01°48'00" W, ALONG SAID LOT 16, A DISTANCE OF 45 FEET, MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF A NON-NAVIGABLE CREEK; THENCE SOUTHERLY, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 319 FEET, MORE OR LESS TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 16; THENCE N 86°41'50" W, ALONG SAID SOUTH LINE, A DISTANCE OF 41 FEET, MORE OR LESS TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

DK 1635 PG 4970 2 of 3

Exhibit "B" (continued)

10.0000 Grout Enterprises, Ltd. Defined Benefit Pension Plan & Trust Harold P. Grout, Trustee P.O. Box 851 Goshen	NY	10924	10.0000 B.L. Harroun & Son, Inc. Profit Sharing Plan Willard S. Harroun, Trustee 1315 Healy Street Kalamazoo	MI	49001
10.0000 Nancy K. Harwood 415 - 44 Hill Drive Aurora	OH	44202	5.0000 FBO Daniel L. Herr, M.D. A/C #440-11W74 Merrill Lynch Pierce Fenner & Smith Inc. Custodian P.O. Box 3695 New York__	NY	10008
5.0000 Institute for Organizational Research & Development, Inc Profit Sharing Plan & Trust H. Vance Johnson, Jr., Trustee 1520 Farsta Court Suite 500 Reston	VA	22090	6.0000 William E. James, IRA Acct. # INTERNAL 399260 First Trust Corporation, Trustee P.O. Box 173301 Denver	CO	80217
10.0000 Joseph L. & Ethel M. Jensen POB 1778, FAS Mail Ctr-74 Dickinson College Carlisle	PA	17013	10.0000 Johnson Hydro Seeding Corp. Profit Sharing Retirement Plan Milton O. Johnson, Trustee 13751 Travilah Road Rockville	MD	20850
5.0000 FBO Richard B. Johnson, M.D. IRA #D594369-0001 Dated 4/9/92 First Trust Corporation, TTEE P.O. Box 173301 Denver	CO	80217	20.0000 Samuel H. Jones, Jr. P.O. Box 91 Woodstown	NJ	08098
10.0000 Thomas A. Kane & Peggy V. Kane 132 Adrienne Lane Wynnewood	PA	19096	10.0000 Jack T. Kennecbeck IRA DTD 10/8/82 #1499342084 Resources Trust Co., Trustee P.O. Box 5900 Denver	CO	80217
6.0000 Robert T. Love, Jr., M.D. 312 North Gamwyn Drive Greenville	MS	38701	10.0000 Deanna Lubin & Charles Radin Trust Maury S. Radin, Trustee c/o Sanford J. Blockman Ulberall, Leib, Blockman 6584 Poplar Ave., #470 Memphis	TN	38138

Exhibit "B" (continued)

16.0000 L. Elizabeth Maxcy Revocable Trust DTD 4/16/91 L. Elizabeth Maxcy P.O. Box 81 Sebring FL 33870	10.0000 Joseph L. McCracken 607 East 3rd Street Pana IL 62557
10.0000 McDonald Custom Molding, Inc. Retirement Trust Georgena McDonald, Trustee c/o Wespac, Tr. Acct. Dpt 2030 Franklin St., 3rd Fl Oakland CA 94612	10.0000 Harry R. McDonald 1293 Sanderling Island Point Richmond CA 94801
10.0000 James L. & Georgena L. McDonald 1293 Sanderling Island Point Richmond CA 94801	5.0000 Paul E. Merscreau IRA Rollover Connecticut National Bank, Trustee MSN 731/IRA Services Dept 235 Main Street New Britain CT 06061
5.0000 Metzger Family 1989 Trust David J. & Gladys I. Metzger, Trustees 1691 Ladd Road Modesto CA 95356	5.0000 Metzger Family 1989 Trust David J. & Gladys I. Metzger, Trustees 1691 Ladd Road Modesto CA 95356
10.0000 The Jack Mitchell & Elsie Mitchell Trust Jack R. Mitchell, Trustee 1913 Kenitz Avenue Modesto CA 95355	5.0000 Newport Harbor Radiology Associates Profit Sharing Plan Sanwa Bank, Trustee 601 S. Figuero St. W10-1 Los Angeles CA 90017
10.0000 Pace Press Profit Sharing Trust David Savitt and John Vitale, Trustee Merrill Lynch, Custodian 123 Maple Ave. Cedarhurst NY 11516	20.0000 Parking Management, Inc. Profit Sharing Plan Stephen J. Yetso, Plan Administrator 1725 DeSales Street N.W. Suite #201 Washington DC 20036
20.0000 Pennyrile Radiology PSC Pension Plan W. Lawrence Long, M.D., Trustee P.O. Box 595 Hopkinsville KY 42240	5.0000 Pennyrile Radiology PSC Profit Sharing Plan W. Lawrence Long, M.D., Trustee P.O. Box 595 Hopkinsville KY 42240

Exhibit "B" (continued)

5.0000 Plastic Surgery Consultants, P.A. Profit Sharing Plan & Trust Edwynne J. Love 1703 Hospital Street Greenville	MS	38701	10.0000 Ralph M. Radin Residuary Trust Maury S. Radin, Trustee P.O. Box 772299 Memphis	TN	38177
10.0000 Radiological Consultants, Inc. Retirement Trust John A. Hicks, Trustee c/o WESPAC, Tr. Acct. Dpt 2030 Franklin St., 3rd Fl Oakland	CA	94612	15.0000 FBO Norman L. Rasch IRA BankFirst, Custodian 625 Market Street P.O. Box 10 Knoxville	TN	37901
5.0000 Carroll R. Reagan 7408 Lunaria Road Knoxville	TN	37920	6.0000 Mariam M. Reagan 7408 Lunaria Road Knoxville	TN	37920
2.5000 James E. Rees A/C #IRC-7339-OT Transcorp c/f Transcorp Pension Service P.O. Box 6535 Englewood	CO	80155	2.5000 c/f Nelwyn Rees IRZ-7212-OR Transcorp Pension Services c/f P.O. Box 6535 Englewood	CO	80155
5.0000 Judith Ann Rees IRA Transcorp Pension Services, Custodian P.O. Box 6535 Englewood	CO	80165	10.0000 Romak Iron Works Profit Sharing Plan Christopher W. Romak, Trustee c/o WESPAC, Tr. Acct. Dpt 2030 Franklin St., 3rd Fl Oakland	CA	94612
10.0000 Sherri Wolf Rosen IRA A.G. Edwards & Sons, c/f One North Jefferson St. Louis	MO	63103	10.0000 J.H. Routh Packing Company Union Pension Thomas M. Routh, Trustee P.O. Box 2253 Sandusky	OH	44871
10.0000 The Max B. Rubin, M.D., Ltd. PSP & T U/A DTD 1-1-74 Max B. Rubin, M.D., Trustee 6731 Whittier Avenue McLean	VA	22101	20.0000 St. Louis County OB-GYN, Inc. Pension Plan Dr. Joseph O'Keefe, Trustee 634 Sherwood Drive St. Louis	MO	63119

Exhibit "B" (continued)

William L. Shannon 1120 West Main Street Shelbyville	KY	40065	Summit Venture LP Barry Zemel P.O. Box 47638 Phoenix	AZ	85068
5.0000 Summit Ventures LP Barry Zemel P.O. Box 47638 Phoenix	AZ	85068	10.0000 Clarence J. Thurston IRA Resources Trust Company, Trustee P.O. Box 5900 Denver	CO	80271
21.0000 Jayne C. Tilley IRA Smith Barney, Custodian 1111 Northshore Drive Suite P 190 Knoxville	TN	37919	10.0000 Mary Helen Tolman Trust Estate DTD 12/7/87 Mary Helen Tolman, Trustee 6630 Hoover Avenue Whittier	CA	90601
10.0000 David Edward Tomaszek, M.D. 3307 Quanaferry Dr. Wilson	NC	27896	10.0000 Wagner-Hobbs-Ingia, Inc. ESOP Donald J. Cummings, Trustee 100 High Street Mount Holly	NJ	08060
10.0000 Wilcoxon Construction, Inc. Employees Profit Sharing Plan & Trust James W. Wilcoxon, Trustee 15120A Southlawn Lane Rockville	MD	20850	5.0000 FBO Gordon Woodward #61122283 P.O. Box 5813 Denver	CO	80217
10.0000 John J. Zazzaro, DMD, P.C. Pension Plan John J. Zazzaro, Jr., Trustee P.O. Box 990 Deep River	CT	06417	All of the above doing Business as: Heartland Manatee Riverfront Limited Partnership, a Washington limited partnership - 80% interest executed by Stephen P. Walker III Managing Director of Heartland Group, Inc., its general partner. 4650 Columbia Center 701 Fifth Avenue Seattle, WA 98104		

NOTICE OF ZONING CHANGES IN UNINCORPORATED MANATEE COUNTY

NOTICE IS HEREBY GIVEN, that the Planning Commission of Manatee County will conduct a Public Hearing on Thursday, September 12, 2002, at 9:00 A.M. at the Manatee County Government Administrative Center, 4th Floor Chambers, to consider, act upon, and forward a recommendation to the Board of County Commissioners on the following matters:

LDA-99-01 (R) - TWIN RIVER

Approval of a Revised Local Development Agreement to provide for upsizing of the sewer transmission lines for the Twin Rivers and seeking to extend the Certificate of Level of Service for the project. The original LDA-99-01 for Twin Rivers provided for certain development rights and mitigated the drainage (Gamble Creek cleaning), transportation (reconstruction of Golf Course Road Bridge and transportation improvements) and infrastructure (sewer connection and upsizing) impacts. The Project was approved for 550 residential lots at a density of 0.48 units per acre, a daycare, and a church. The Twin Rivers project is located on the south side of Golf Course Road, east of the Gamble Creek, west of Rye Road, and north of the Manatee River (±1,224 acres). The revised Local Government Development Agreement may be obtained from the Manatee County Planning Department 4th Floor, 1112 Manatee Avenue West Bradenton, FL.

LDA-02-05 TWIN RIVER II

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Rules of Procedure for this public hearing are in effect pursuant to Resolution 94-104(PC). Copies of this Resolution are available for review or purchase at cost, from the Planning Department.

All interested parties are invited to appear at this Hearing and be heard, subject to proper rules of conduct. Additionally, any written comments filed with the Director of the Planning Department will be heard and considered by the Planning Commission and entered into the record.

It is important that all parties present their concerns to the Planning Commission in as much detail as possible. The issues identified at the Planning Commission hearing will be the primary basis for the final decision by the Board of County Commissioners. Interested parties may examine the Official Zoning Atlas, the application, and related documents, and may obtain assistance regarding these matters from the Manatee County Planning Department, 1112 Manatee Avenue West, 4th Floor, Bradenton, Florida, telephone number (941) 749-3070; e-mail to: planning.agenda@co.manatee.fl.us

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SAID HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING ADJOURNMENTS.

MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County, Florida
8/30/02

COPY OF NEWSPAPER ADVERTISING

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MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County, Florida
Published: August 30, 2002

BRADENTON HERALD

affidavit _____ bill _____

SARASOTA HERALD-TRIBUNE

affidavit _____ bill _____

SARASOTA HERALD TRIBUNE
PUBLISHED DAILY
SARASOTA, SARASOTA COUNTY, FLORIDA

MANATEE CO. PLANNING DEPT.
ATTN: KIM SPARKS
1112 MANATEE AVENUE W, 4TH FLOOR
BRADENTON, FL 34205

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED MOYA NEVILLE, WHO ON OATH SAYS SHE IS THE ADVERTISING DIRECTOR OF THE SARASOTA HERALD-TRIBUNE, A DAILY NEWSPAPER PUBLISHED AT SARASOTA, IN SARASOTA COUNTY, FLORIDA; AND CIRCULATED IN SARASOTA COUNTY DAILY; THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A NOTICE IN THE MATTER OF:

NOTICE OF ZONING CHANGES

IN THE COURT, WAS PUBLISHED IN SARASOTA EDITION OF SAID NEWSPAPER IN THE ISSUES OF:

AUGUST 30, 2002

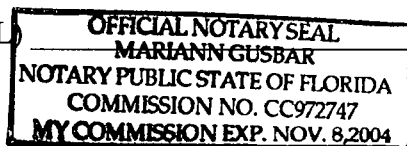
AFFIANT FURTHER SAYS THAT THE SAID SARASOTA HERALD-TRIBUNE IS A NEWSPAPER PUBLISHED AT SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS THERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID SARASOTA COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MAIL MATTER AT THE POST OFFICE IN SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTH 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.

SIGNED

Moya Neville

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30TH DAY OF AUGUST A.D., 2002 BY MOYA NEVILLE WHO IS PERSONALLY KNOWN TO ME.

(SEAL)



Marian Gust
NOTARY PUBLIC

NOTICE OF ZONING CHANGES IN UNINCORPORATED MANATEE COUNTY

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MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County, Florida
Published: August 30, 2002

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

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 ZONING CHANGES IN UNINCORPORATED MANATEE COUNTY in the Court, was published in said newspaper in the issues of, 8/30,'02

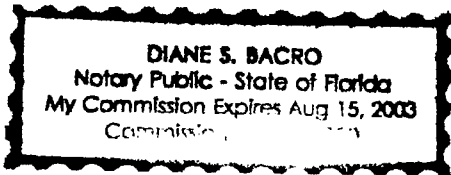
Affiant further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in 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

4th Day of September 2002



Diane S. Bacro

SEAL & Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

RECEIVED SEP 06 2002

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MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County

AFFIDAVIT OF POSTING OF PUBLIC NOTICE SIGN, AND
NOTIFICATION BY U.S. MAIL TO CONTIGUOUS PROPERTY OWNERS

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, personally appeared Darenda Marvin, who, after having first been duly sworn and put upon oath, says as follows:

1. That he/she is the agent for owner (owner, agent for owner, attorney in fact for owner, etc.) of the property identified in the application for LDA-99-01(R) - Twin River, to be heard before the Manatee County Planning Commission at a public hearing to be held on September 12, 2002 and to be heard before the Manatee County Board of County Commissioners at a public hearing to be held on September 24, 2002 and as such, is authorized to execute and make this Affidavit and is familiar with the matters set forth herein, and they are true to the best of his/her knowledge, information and belief.

2. That the Affiant has caused the required public notice sign to be posted pursuant to Manatee County Ordinance No. 90-01, on the property identified in said application, and said sign was conspicuously posted 5 feet from the front property line on the 30th day of August, 2002.

3. That the Affiant has caused the mailing of the required letter of notification to property owners within 500 feet of the project boundary pursuant to Manatee County Ordinance No. 90-01, as amended, by U.S. Mail, on the 30th day of August, 2002, and attaches hereto, as a part of and incorporated herein, a complete list of the names and addresses of the persons entitled to notice.

4. That Affiant is aware of and understands that failure to adhere to the provisions of Manatee County Ordinance No. 90-01, as it relates to the required public notice, may cause the above identified hearing to be postponed and rescheduled only upon compliance with the public notice requirements.

FURTHER YOUR AFFIANT SAITH NOT. Darenda Marvin
Property Owner/Agent Signature

SIGNED AND SWORN TO before me on AUGUST 30, 2002 (date) by DARENDA D MARVIN (name of affiant). He/she is (personally known to me) or has produced _____ (type of identification) as identification and who did take an oath.

Virginia L. Davall
Signature of Person Taking Acknowledgment

SEAL

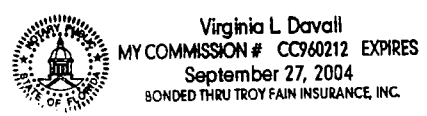
VIRGINIA L. DAVALL
Type Name

Title or Rank

My Commission Expires:

Serial Number, if any

Commission No.:



Parcel Owners In 500 Foot Buffer Around a Parcel

I

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
1 494920002	15600 GOLF COURSE RD	HIGGINBOTHAM, JAMES F	P O BOX 238		PARRISH FL 34219 0238
2 494945009	15802 GOLF COURSE RD	BELCULFINE, RICHARD	4412 MARLIN LN		PALMETTO FL 34221
3 495701005	NO ASSIGNED ADDRESS	LIDDELL, NORMAN J	18741 S RIVER RD		ALVA FL 33920
4 496200007	15150 GOLF COURSE RD	CANNON, HARRY H	15450 GOLF COURSE RD		PARRISH FL 34219
5 496400003	15250 GOLF COURSE RD	CANNON, H H	15450 GOLF COURSE RD		PARRISH FL 34219
6 496600008	NO ASSIGNED ADDRESS	CANNON, H H	15450 GOLF COURSE RD		PARRISH FL 34219
7 496800053	14855 GOLF COURSE RD	PARRISH, DANA SHARON	P O BOX 215		PARRISH FL 34219
8 497000000	14950 GOLF COURSE RD	BELKNAP, STEVE L	14950 GOLF COURSE RD		PARRISH FL 34219
9 497300004	14355 GOLF COURSE RD	PALMETTO PINES GOLF COURSE INC	P O DRAWER 9768		BRADENTON FL 34206 9768
10 497700104	NO ASSIGNED ADDRESS	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
11 497900001	15450 GOLF COURSE RD	CANNON, H H	15450 GOLF COURSE RD		PARRISH FL 34219
12 498720002	12901 GOLF COURSE RD	RAWLS, MARY GAYLE	12901 GOLF COURSE RD		PARRISH FL 34219
13 499000109	3780 GAMBLE CREEK RD	GREBE, ROBERT A	3780 GAMBLE CREEK RD		PARRISH FL 34219
14 499011005	4250 GAMBLE CREEK RD	GREBE, ROBERT A	3780 GAMBEL CREEK RD		PARRISH FL 34219
15 499015009	3929 GAMBLE CREEK RD	KEENE, GENE L	3940 GAMBLE CREEK ROAD		PARRISH FL 34219
16 499400000	3940 GAMBLE CREEK RD	KEENE, GENE L T	3940 GAMBLE CREEK RD		PARRISH FL 34219
17 500015009	3939 GAMBLE CREEK RD	GREBE, THOMAS E	3939 GAMBLE CREEK ROAD		PARRISH FL 34219
18 505410100	12451 MULHOLLAND RD	MANATEE RIVER LAND PARTNERSHIP	P O BOX 480		ELLENTON FL 34222

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
19 510210057	NO ASSIGNED ADDRESS	RAWLS, MARY GAYLE	12901 GOLF COURSE RD		PARRISH FL 34219
20 510210107	NO ASSIGNED ADDRESS	RAWLS, MARY G	12901 GOLD COURSE RD		PARRISH FL 34219
21 510210156	13950 MULHOLLAND RD	RAWLS, DUANE S	13900 MULHOLLAND RD		PARRISH FL 34219
22 510210255	NO ASSIGNED ADDRESS	RAWLS, MARY GAYLE	12901 GOLF COURSE RD		PARRISH FL 34219
23 510210404	13530 MULHOLLAND RD	RAWLS, MARY GAYLE	12901 GOLF COURSE RD		PARRISH FL 34219
24 510210552	13900 MULHOLLAND RD	RAWLS, DUANE S	13900 MULHOLLAND RD		PARRISH FL 34219
25 511300055	14301 MULHOLLAND RD	IMG ENTERPRISES INC	7836 CHERRY LAKE RD		GROVELAND FL 34736
26 511310054	14501 MULHOLLAND RD	JACKSON, MARTHA S	4202 GLEN HAVEN LN		TAMPA FL 33624
27 512000001	NO ASSIGNED ADDRESS	YORT LLC	2510 118TH AVE N		SAINT PETERSBURG FL 33716
28 513000059	2101 NORTH RYE RD	LIDDELL, NORMAN J	18741 S RIVER RD		ALVA FL 33920
29 524800000	NO ASSIGNED ADDRESS	YORT LLC	2510 118TH AVE N		SAINT PETERSBURG FL 33716
30 525100004	14421 MULHOLLAND RD	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
31 525700001	NO ASSIGNED ADDRESS	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
32 525800009	1220 WILLIAMS RD	BOWMAN, BETTE ANN	1220 WILLIAMS RD		BRADENTON FL 34212 9050
33 526000005	1111 HOOPER RD	HOOPER, WILLIAM J JR	1315 HOOPER RD NE		BRADENTON FL 34212 9558
34 526010004	1315 HOOPER RD	HOOPER, WILLIAM J JR	1315 HOOPER RD		BRADENTON FL 34212 9558
35 526300009	1171 WILLIAMS RD	BUTLER, C E	1324 17TH AVE W		BRADENTON FL 34205
36 526310008	1141 WILLIAMS RD	BUZZELL, PORTIA	49 W 12TH STREET APT 5G		NEW YORK NY 10011 8531

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
37 526400007	1131 WILLIAMS RD	NARCISCO, ROBERT C	PO BOX 669		MILLWOOD NY 10546
38 534901459	1212 154TH ST NE	LANGE, OLIVIER M	OYSTER POND STREET	ST MARTIN	
39 535500003	1250 BOSTON LN	BALL, JUDITH LYNN PASCUAL	1432 50TH AVE NE		ST PETERSBURG FL 33703
40 535510002	15051 UPPER MANATEE RIV	KAY, LEO J II	15051 UPPER MANATEE RIVER RD		BRADENTON FL 34212 9506
41 535520001	1270 BOSTON LN	HARTER, DONNA PASCUAL	1270 BOSTON LN		BRADENTON FL 34212 9562
42 535530000	15215 UPPER MANATEE RIV	PASCUAL, FRANK G JR	1250 BOSTON LN		BRADENTON FL 34212 9562
43 535800205	14855 UPPER MANATEE RIV	KAY, LEO J II	15051 UPPER MANATEE RIVER RD		BRADENTON FL 34212 9506
44 536100001	NO ASSIGNED ADDRESS	GOSPEL CRUSADE INC	1200 GLORY WAY BLVD		BRADENTON FL 34212 3006
45 537000002	NO ASSIGNED ADDRESS	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
46 538300005	1245 MILL CREEK RD	ROESEL, JOHN F JR	1245 MILL CREEK RD		BRADENTON FL 34212 9158
47 541310009	1312 136TH ST NE	HUNT, GARY DEWAYNE	1312 136TH ST NE		BRADENTON FL 34212 9522
48 541320008	1455 136TH ST NE	LOVELAND, CAROL S	1455 136TH ST NE		BRADENTON FL 34212 9151
49 541325007	NO ASSIGNED ADDRESS	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
50 541500054	1352 136TH ST NE	HUNT, MELBA L	1352 136TH ST NE		BRADENTON FL 34212 9522
51 542100003	1316 HOOPER RD	LUCAS, MICHAEL P	1316 HOOPER RD		BRADENTON FL 34212 9558
52 542110002	1110 HOOPER RD	HOOPER, ADDIE M	1315 HOOPER RD		BRADENTON FL 34212 9558
53 542200001	1200 GLORY WAY BLVD	GOSPEL CRUSADE INC	1200 GLORY WAY BLVD		BRADENTON FL 34212 3006

Kent Cudney

To: kim.sparks@co.manatee.fl.us
Subject: Item 6, Planning Commission Agenda - 9/12/02

FYI: I noticed that page 1 of 2 of Exhibit "A", a Conservation Easement, is between pages 3 and 4 of Exhibit "B", Legal and Equitable Interests. (?)