

P.C. 9/12/02

LDA-02-05 - Twin River II

Request: Approval of a Local Development Agreement to provide for upsizing of the sewer transmission lines, transportation improvements including right of way dedication and seeking an extended Certificate of Level of Service for the Twin Rivers II project. The project was approved for 400 single family detached homes at a density of 0.99 units per acre. The Twin Rivers II project is located on the south side of Golf Course Road, east of Twin Rivers, 2,500' west of Rye Road(± 449.45 acres).

App Received: 8/20/2002

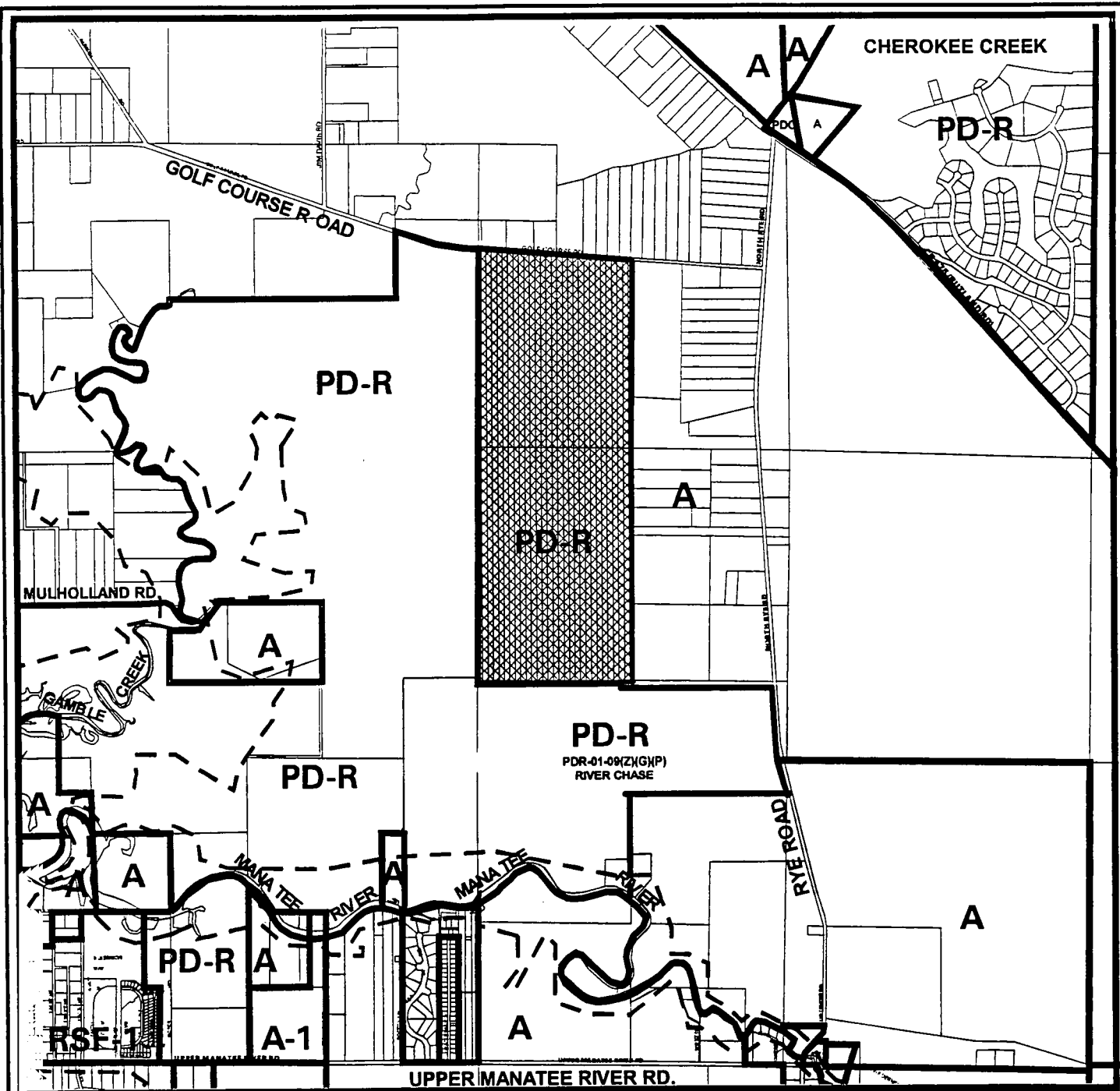
D.R.C.: 8/30/02

P.C.: 9/12/02

B.O.C.C.: 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 Local Development Agreement No. LDA-02-05, as recommended by Staff.



Project Number: LDA-02-05
Proposed Use: APPROVAL OF LDA
Proposed Zoning: N/A
Existing Zoning: PDR
Existing FLUC: UF-3
Flood Zone: X,X5
Floodway: NO
Acreage: 449.45
Drainage Basin: GAMBLE CREEK, MANATEE RIVER W
Commissioner: Amy Stein
Map Prepared: September 11, 2001
Requested By: KIMBERLEY & NORMAN LIDDEL/TWIN RIVERS II
Section: 2,3,10,11 Township: 34 Range: 19

Tax I.D.: 51300005 (PART OF)
 49570100

**Manatee County
 Zoning
 Staff Report Map
 1 Inch = 2360'**

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

 Coastal
 High Hazard
 Line

CASE SUMMARY

CASE NO.: LDA-02-05

APPLICANT: Twin River II

REQUEST: Approval of a Local Development Agreement providing for sewer connection for Twin River II, dedication of Right-of-Way and seeking an extended Certificate of Level of Service for the project. Twin River II is located on the south side of Golf Course Road, east of Twin River, 2,500' west of Rye Road (+449.5 acres).

Present Zoning: PDR (Planned Development Residential).

STAFF RECOMMENDS: Approval with Limited Issues

BACKGROUND

Twin River II was approved by BOCC on May 2, 2002 for 400 residential lots at density of 0.99 units per acre.

Twin River I undertook a number of obligations with its development approval. Local Development Agreement LDA-99-01 provided the details of implementation for several of these, including Gamble Creek clearing, reconstruction of Golf Course Bridge and extension of public sewer service to the area. LDA-99-01 required upsizing of lines to 8" in the area.

Subsequently, the approval of Twin River II and more advanced hydraulic analysis has led staff to conclude that greater upsizing is advisable. As a result, the applicant proposed a revision to LDA-99-01. This revision clarifies the requirements for line extension and the County's obligations for participation.

Twin River and Twin River II are being developed as companion projects. This has been specifically recognized in the development approvals. The applicant is requesting a Local Development Agreement for Twin River II to memorialize the agreement for sewer extension. Also included is dedication of Right-of-Way required by stipulation #9 of the Twin River II approval. In exchange, the applicant is requesting an extended Certificate of Level of Service.

REQUEST (AS)

The proposed LDA memorializes the requirements for extending sewer service to the area. The agreement identifies the applicant's responsibilities for construction and agreement to assist the County in "upsizing" the sewer line. The apportionment of costs between the County and applicant are outlined in the agreement.

Applicant Proposals

A. 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 join in the construction of 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").

Staff Analysis and Recommendation

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 join in the construction.

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. It could cost both the applicant and developer a lot more if we lose the current pricing for the required improvement.

Recommendation

Approval.

CLOS

Applicant Proposal

The applicant is requesting a five year Certificate of Level of Service, be issued with the first preliminary plat for the project. Regardless of when the CLOS is issued, the expiration date will be no later than May 2, 2008.

Staff Analysis and Recommendation

This mirrors the approach taken in the Twin River Development Agreement.

Recommendation

Staff recommends approval.

Attachments:

1. Proposed Local Development Agreement

*Approved by
Included
Document*

**Twin Rivers II
Local Government Development Agreement
LDA-02-05**

This Agreement is made and entered into between Twin Rivers II, 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 Rivers II (the "Project"), which was approved under Manatee County Ordinance PDR-01-19(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, pursuant to Section 163.3221, Florida Statutes, local governments may enter into Local Government Development Agreements to assure services and infrastructure exist at the time development occurs; and

WHEREAS, with the commitments by Company contained herein, and the expenditures of funds therefor, Company shall be entitled to an extended Certificate of Level of Service ("CLOS"); and

WHEREAS, Section 510.4.2.2 of the Manatee County Land Development Code allows the County to consider extended Certificates of Level of Service through the Local Government Development Agreement process; and

WHEREAS, without this Development Agreement, it would be unlawful for Manatee County to issue a conditioned Certificate of Level of Service for the Project; and

WHEREAS, Company has agreed to construct, cause to be constructed or participate in the Sewer Infrastructure Project and certain Transportation Improvements and to dedicate the Mulholland Road Extension Right of Way, 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;

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-01-19(Z)(G).
- 7.0 **Required Dedication of Land.** Necessary reservation, dedication, and acquisition of the right of way for the Sewer Infrastructure Project has been completed. Developer shall dedicate to Manatee County a strip of land set forth on **Exhibit "C"** attached hereto, which strip of land is $\pm 84'$ in width and extends from the southeastern corner of the Project in an easterly direction to Rye Road and which is referred to as the Mulholland Road Extension Tract. This dedication shall be made with the approval of the first plat for the Project, or as required by the Development Order.
- 8.0 **Required Development Permits and Approvals.** A general development plan

has been approved for the development of the land. Company shall obtain the following required permits or approvals from Manatee County:

- 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 **Developer Commitments.** 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:

A. 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 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 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 and is also a requirement of Twin River pursuant to that Local Development agreement dated May 30, 2000 by and between Manatee County and Gamble Creek, L.C. The obligations

of this section are not intended to duplicate efforts of the County and the developer of Twin River, which may satisfy this section, but are a recognition that the obligation to construct the Project Sewer Line is joint and several between the two projects.

- 10.0 **Consistency.** The County hereby finds that the Project, permitted or proposed, is consistent with the Manatee County Comprehensive Plan and the Land Development Code.
- 11.0 **Additional Conditions.** In consideration of the commitments set forth in this agreement and a recognition that this project and the adjacent project known as Twin River PDR-99-02(G)(R) are being developed under a joint relationship, a CLOS for the Project (except for potable water) shall be issued with the first Preliminary Site Plan for a period of five years. Regardless of the date of issuance of the CLOS, the expiration date shall be no later than May 2, 2008. Said CLOS shall be conditioned upon Company complying with the provisions of this Agreement and with all transportation improvements as are identified as required with said CLOS approval.
- 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
ATTENTION: Tedd N. Williams
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
Gamble Creek, L.C.
ATTENTION: Larry J. D'Urso, Jr.
9115 58th Drive East
Bradenton, Florida 34202

With Copies to:

Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, 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, 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 Agreement is fully executed by both parties and all time for appeals of the Agreement have expired ii) the Agreement has been recorded in the Public Records of Manatee County, Florida, at the expense of Company within fourteen (14) days of its execution 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.

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

By: _____
Print Name: _____
Title: _____
Date: _____

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

By: _____
Dated: _____

WITNESS:

Twin Rivers II, L.C. a Florida limited
liability company

By Gamble Creek, L.C., a Florida
limited liability company, its
Managing Member of Twin Rivers,
II, L.C.

By CounTreeWide Realty, Inc., a Florida corporation, Managing Member of Gamble Creek, L.C.

Print Name: _____

By: _____
Larry J. D'Urso, President of CounTreeWide Realty, Inc.

Print Name: _____

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., Managing Member of Gamble Creek L.C., a Florida limited liability company, as Managing Member of Twin Rivers, II, L.C., a Florida limited liability company, who is personally know to me or who has produced _____ as identification, and who did (did not) take an oath.

Notary Public

Printed Name of Notary

Commission Number

My Commission Expires:

S:\AGENDA\Staff Reports\LDA0205revision3.wpdSeptember 10, 2002 (11:08AM)

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, 1st 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 amend 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

Approval of a Local Development Agreement to provide for upsizing of the sewer transmission lines, transportation improvements including right of way dedication and seeking an extended Certificate of Level of Service for the Twin Rivers II project. The project was approved for 400 single family detached homes at a density of 0.99 units per acre. The Twin Rivers II project is located on the south side of Golf Course Road, east of Twin Rivers, 2,500' west of Rye Road (± 449.45 acres). The revised Local Government Development Agreement may be obtained from the Manatee County Planning Department 4th Floor, 1112 Manatee Avenue West Bradenton, FL.

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

BRADENTON HERALD

affidavit _____ bill _____

COPY OF NEWSPAPER ADVERTISING

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

SARASOTA HERALD-TRIBUNE

affidavit _____ bill _____

BRADENTON HERALD

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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

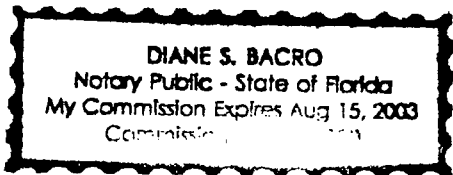
Affiant further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in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

original with LDA-99-01(R)

RECEIVED SEP 06 2002

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

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:

*original with
LDA 99-01*

NOTICE OF ZONING CHANGES

NOTICE OF ZONING CHANGES IN UNINCORPORATED
MANATEE COUNTY

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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

Approval of a Local Development Agreement to provide for upsizing of the sewer transmission lines, transportation improvements including right of way dedication and seeking an extended Certificate of Level of Service for the Twin Rivers II project. The project was approved for 400 single family detached homes at a density of 0.99 units per acre. The Twin Rivers II project is located on the south side of Golf Course Road, east of Twin Rivers, 2,500' west of Rye Road (± 449.45 acres). The revised Local Government Development Agreement may be obtained from the Manatee County Planning Department 4th Floor, 1112 Manatee Avenue West Bradenton, FL.

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

Americans With Disabilities: The Board of County Commissioners of Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the ADA, should contact Kaycee Ellis at 742-5800; TDD ONLY 742-5802 and wait 60 seconds, or FAX 745-3790.

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

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

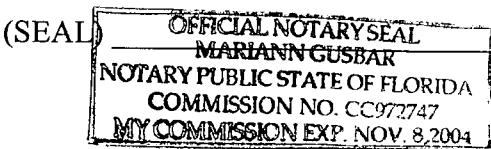
IN THE COURT, WAS PUBLISHED IN SARASOTA EDITION OF SAID NEWSPAPER IN THE ISSUES OF:

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 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.

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.



Marian Gustafson
NOTARY PUBLIC

**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 Maruin, 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-02-05 - Twin River II**, 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 Maruin
Property Owner/Agent Signature

SIGNED AND SWORN TO before me on AUGUST 30, 2002 (date) by DARENDA D. MARUIN (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

VIRGINIA L. DAVALL
Type Name

Title or Rank

Serial Number, if any

My Commission Expires:

Commission No.:



SEAL

Virginia L. Davall
MY COMMISSION # CC960212 EXPIRES
September 27, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Parcel Owners In 500 Foot Buffer Around a Parcel

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 494925001	16010 GOLF COURSE RD	SCHULTZ, SUSAN L	224 64TH ST N		ST PETERSBURG FL 33710
3 494930001	15902 GOLF COURSE RD	MURRAY, ROBIN G	15902 GOLF COURSE RD		PARRISH FL 34219
4 494935109	16120 GOLF COURSE RD	HARRIS, WILLARD S	16120 GOLF COURSE RD		PARRISH FL 34219
5 494945009	15802 GOLF COURSE RD	BELCULFINE, RICHARD	4412 MARLIN LN		PALMETTO FL 34221
6 494950009	16130 GOLF COURSE RD	GAINES, CRAWFORD T JR	16130 GOLF COURSE RD		PARRISH FL 34219
7 494951007	16406 GOLF COURSE RD	HAYMORE, LARRY M II	507 59TH AVENUE DR W		BRADENTON FL 34207
8 494952005	16314 GOLF COURSE RD	SHEWBRIDGE, RICHARD A	16314 GOLF COURSE RD		PARRISH FL 34219
9 494954001	16304 GOLF COURSE RD	AIOSA, THOMAS J	324 EASTWOOD TERR		BOCA RATON FL 33431
10 494959000	16212 GOLF COURSE RD	LIGAS, ALEX S	16212 GOLF COURSE RD		PARRISH FL 34219
11 494962004	16202 GOLF COURSE RD	TROMPKE, STEVEN MARK	2073 PINELLAS POINT DR S		ST PETERSBURG FL 33712
12 495701005	NO ASSIGNED ADDRESS	LIDDELL, NORMAN J	18741 S RIVER RD		ALVA FL 33920
13 495900052	16401 GOLF COURSE RD	SOUTHERLAND, SONNY	4508 18TH AVE W		BRADENTON FL 34209
14 495900755	3303 NORTH RYE RD	MCADAM, EDMUND J	3303 NORTH RYE RD		PARRISH FL 34219
15 497700104	NO ASSIGNED ADDRESS	GAMBLE CREEK L C	9115 58TH DR E	SUITE A	BRADENTON FL 34202
16 497900001	15450 GOLF COURSE RD	CANNON, H H	15450 GOLF COURSE RD		PARRISH FL 34219
17 512000001	NO ASSIGNED ADDRESS	YORT LLC	2510 118TH AVE N		SAINT PETERSBURG FL 33716
18 512400003	2905 NORTH RYE RD	HINE, GILBERT CHARLES	PO BOX 831		PARRISH FL 34219
19 512500000	3145 NORTH RYE RD	GRINDLER, DORIS R	3538 CLARINDA ST		SARASOTA FL 34239

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
20 512600008	3125 NORTH RYE RD	SHROCK, LYNETTE	2310 36TH ST W		BRADENTON FL 34205
21 512700006	3135 NORTH RYE RD	HINE, CLYDE W	3135 NORTH RYE ROAD		PARRISH FL 34219
22 512800004	NO ASSIGNED ADDRESS	HINE, GILBERT C	P O BOX 831		PARRISH FL 34219
23 512915000	2505 NORTH RYE RD	HINE, GILBERT CHARLES	P O BOX 831		PARRISH FL 34219
24 512920000	2405 NORTH RYE RD	MCDOWELL, LESTER C	P O BOX 58		PARRISH FL 34219
25 513000059	2101 NORTH RYE RD	LIDDELL, NORMAN J	18741 S RIVER RD		ALVA FL 33920
26 513100057	2351 NORTH RYE RD	KNOWLES, JAMES WILLIAM	7403 16TH AVE NW		BRADENTON FL 34209
27 513101006	2350 NORTH RYE RD	VOLE, PETER	PO BOX 557		ELLENTON FL 34222
28 513300004	1700 NORTH RYE RD	RUTLAND RANCH LTD	P O BOX 1498		TAMPA FL 33601

Twin Rivers II
Local Government Development Agreement
LDA-02-05

This Agreement is made and entered into between Twin Rivers II, 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 Rivers II (the "Project"), which was approved under Manatee County Ordinance PDR-01-19(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, pursuant to Section 163.3221, Florida Statutes, local governments may enter into Local Government Development Agreements to assure services and infrastructure exist at the time development occurs; and

WHEREAS, Section 510.4.2.2 of the Manatee County Land Development Code allows the County to consider extended Certificates of Level of Service through the Local Government Development Agreement process; and

WHEREAS, with the commitments by Company contained herein, and the expenditures of funds therefor, Company shall be entitled to an extended Certificate of Level of Service ("CLOS"); and

WHEREAS, without this Development Agreement, it would be unlawful for Manatee County to issue an extended Certificate of Level of Service for the Project; and

WHEREAS, Company has agreed to construct, cause to be constructed or participate in the Sewer Infrastructure Project and certain Transportation Improvements and to dedicate the Mulholland Road Extension Right of Way, 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;

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-01-19(Z)(G).
- 7.0 **Required Dedication of Land.** Necessary reservation, dedication, and acquisition of the right of way for the Sewer Infrastructure Project has been completed. Developer shall dedicate to Manatee County a strip of land set forth on **Exhibit "C"** attached hereto, which strip of land is $\pm 84'$ in width and extends from the southeastern corner of the Project in an easterly direction to Rye Road and which is referred to as the Mulholland Road Extension Tract. This dedication shall be made with the approval of the first plat for the Project, or as required by the County.

8.0 **Required Development Permits and Approvals.** A general development plan has been approved for the development of the land. Company shall obtain the following required permits or approvals from Manatee County:

- 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 **Developer Commitments.** 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:

A. 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 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 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 and is also a requirement of Twin River pursuant to that Local Development agreement dated May 30, 2000 by and between Manatee County and Gamble Creek, L.C. The obligations of this section are not intended to duplicate efforts of the County and the developer of Twin River, which may satisfy this section, but are a recognition that the obligation to construct the Project Sewer Line is joint and several between the two projects.

- 10.0 **Consistency.** The County hereby finds that the Project, permitted or proposed, is consistent with the Manatee County Comprehensive Plan and the Land Development Code.
- 11.0 **Additional Conditions.** In consideration of the commitments set forth in this agreement and a recognition that this project and the adjacent project known as Twin River PDR-99-02(G)(R) are being developed under a joint relationship, a CLOS for the Project (except for potable water) shall be issued with the first Preliminary Site Plan for a period of five years. Regardless of the date of issuance of the CLOS, the expiration date shall be no later than May 2, 2008. Said CLOS shall be conditioned upon Company complying with the provisions of this Agreement and with all transportation improvements as are identified as required with said CLOS approval.
- 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
ATTENTION: Tedd N. Williams
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
Gamble Creek, L.C.
ATTENTION: Larry J. D'Urso, Jr.
9115 58th Drive East
Bradenton, Florida 34202

With Copies to:

Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, 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, this shall not include the Participation Agreement reference in Paragraph 9.0 of this 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, 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 Agreement is fully executed by both parties and all time for appeals of the Agreement have expired ii) the Agreement has been recorded in the Public Records of Manatee County, Florida, at the expense of Company within fourteen (14) days of its execution 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.

**B O A R D O F C O U N T Y
C O M M I S S I O N E R S O F M A N A T E E
C O U N T Y, F L O R I D A**

By: _____
 Print Name: _____
 Title: _____
 Date: _____

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

By: _____
 Dated: _____

WITNESS:

Twin Rivers II, L.C. a Florida limited liability company

By Gamble Creek, L.C., a Florida limited liability company, its Managing Member of Twin Rivers, II, L.C.

By CounTreeWide Realty, Inc., a Florida corporation, Managing Member of Gamble Creek, L.C.

Print Name: _____

By: _____
Larry J. D'Urso, President
of CounTreeWide Realty,
Inc.

Date: _____

Print Name: _____

**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., Managing Member of Gamble Creek L.C., a Florida limited liability company, as Managing Member of Twin Rivers, II, L.C., a Florida limited liability company, who is personally know to me or who has produced _____ as identification, and who did (did not) take an oath.

Notary Public

Printed Name of Notary

Commission Number

My Commission Expires:

S:\AGENDA\Staff Reports\LDA0205revision3.wpdSeptember 12, 2002 (7:09AM)

