

ADDENDUM 1

DATE: October 24, 1994

PROJECT: Joan M. Durante Community Park
Longboat Key, Florida

OWNER: Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, Florida 34220

ARCHITECT: Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, Florida 34236

The following items represent clarifications, additions, deletions, and/or modifications to the contract documents dated October 9, 1994 for the above referenced project. This addendum shall hereafter be regarded as a part of the contract documents. Items not referenced herein remain unchanged.

PERTAINING TO THE BID DOCUMENTS

1. REISSUE BID FORM (attached).
 - a. Include lines for Alternates L-4 and L-5.
2. REISSUE LANDSCAPE UNIT PRICE SCHEDULE PAGES UNITPR 1-4 (attached).
 - a. Item 1 - Container size shall be 10 gal. min.
 - b. Item 9 - Scaevola Frutescens (Beach Napaka) shall be changed to Scaevola plumieri - (Beach Berry) 24"x24"spr.
 - c. Item 12 - Change quantity to 6070
 - d. Item 35-38 Plant types are changed to fresh water system as indicated under littoral zone planting.
 - e. Item L4-1 - Container size shall be 10 gal. min.
 - f. Item L4-5 - Scaevola Frutescens (Beach Napaka) shall be changed to Scaevola plumieri -(Beach Berry) 24"x24"spr.
 - g. Item L5 - Bid alternate for 8 month maintenance period for all base bid items and alternates as specified on Sheet L3 under maintenance.

PERTAINING TO THE DRAWINGS

1. GENERAL NOTE FOR CIVIL DRAWINGS:
 - a. All references to "SOD" on civil drawings shall indicate Argentine Bahia. (Landscape Architect's drawings indicate areas of St. Augustine).
2. REVISE SHEET C-3 AS FOLLOWS:
 - a. Revise notes on Typical Roadway Section referencing "...EXISTING GRADE" to read "...PROPOSED GRADE".
 - b. Delete the words "...Public Works Department" from first note in box.
 - c. Add the words "...and removal of exotic species..." after the word "...encroachment..." in the second note in box.
3. REVISE SHEET C-5 AS FOLLOWS:
 - a. Remove all references to "PROPOSED FENCE". (No fencing included in bid other than enclosures around pump stations as indicated on Landscape drawings).
 - b. Revise Note 2 to read as follows:
"SHELL PATH TO BE CONSTRUCTED APPROX 4" ABOVE PROPOSED GRADE & BACKFILL EDGES ON 6:1 SLOPE TO MATCH PROPOSED GRADE."
 - c. Add Note 6 to read as follows:
"CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT OF ALL

**JOAN M. DURANTE COMMUNITY PARK
ADDENDUM #1 OCTOBER 24, 1994
PAGE 3**

IMPROVEMENTS, HOWEVER, ARCHITECT SHALL HAVE RIGHT TO DIRECT CONTRACTOR TO MAKE FIELD ADJUSTMENTS AS REQUIRED."

4. REVISE SHEET C-8 AS FOLLOWS:

- a. Revise dimension on left side of Detail 2 to read "3' OR MORE".
- b. Revise note 2 to change the word "after" to "before".
- c. Revise note 5 to change the word "preserved" to "jurisdictional".
- d. Revise note 8 to insert the words "...not suitable for fill"... after the word "refuse".
- e. Add note 16 to read:
"Protection of all upland trees, shrubs and ground cover are indicated on Landscape drawings".

5. REVISE SHEET L-2 AS FOLLOWS:

- a. Delete all reference to planting work illustrated outside the property line boundary within the D.O.T. Right of Way. This area is between existing Gulf of Mexico Drive pavement edge and the sidewalk edge.

6. REVISE SHEET L-3 AS FOLLOWS:

- a. Delete all reference to Scaevola Frutescens and replace with Scaevola plumerie - Beach Berry 24"x24"spr.

7. REVISE SHEET L-4 AS FOLLOWS:

- a. Delete all reference to irrigation work illustrated outside the property line boundary within the D.O.T. Right of Way. This area is between existing Gulf of Mexico Drive pavement edge and the sidewalk edge.

8. REISSUE SHEET L-6

9. REVISE SHEET L-7 AS FOLLOWS:

- a. Change Tree Protective Barrier Note 4 to read, "Barricades shall be placed around tree, or groups of trees, 2 feet beyond dripline of tree."

10. REVISE SHEET A-1 AS FOLLOWS:

- a. Ramp slope on Floor Plan 1/A-1 shall indicate a slope of 1:12.

11. REVISE SHEET A-3 AS FOLLOWS:

- a. Revise Detail 6/A-3 to indicate 1-1/2" anodized aluminum handrail as noted, on both sides of ramp.

PERTAINING TO THE SPECIFICATIONS

1. REVISE SECTION 01030 AS FOLLOWS:

- a. Add Alternate No. L-5: Landscape Maintenance.
 - 1. Contractor shall submit a bid alternate price for continuing the maintenance period for an additional 8 month period (total 12 months) after final acceptance. Maintenance shall be performed as specified on Sheet L3 under "Maintenance". This item shall be identified as Bid alternate L5 and shall include maintenance on all planting and irrigation base bid items and alternates.

2. REVISE SECTION 01700 - CONSTRUCTION PROCEDURES

- a. Revise paragraph 1.05.I.1. to read as follows:
"Use of noise-making tools or equipment shall comply with Longboat Key Ordinance Section 130.02.(A) (5) and (A) (6). Copy attached and incorporated in this Addendum.

3. REVISE SECTION 02700 - LANDSCAPE - GENERAL

- a. Delete reference to bidder qualifications in specification section 02700 - III.1 and 02700 III.2. The owner shall make a determination on the bidder qualifications during the bid review process.

4. REVISE SECTION 02820 - LAWNS

- a. Delete reference to bidder qualifications in specification section 02820-I.2. The owner shall make a determination on the bidder qualifications during the bid review process.

NOTICE TO OWNERS AND CONSTRUCTION PERSONNEL

TOWN OF LONGBOAT KEY CODE OF ORDINANCES

Chapter 130, *GENERAL OFFENSES*

Section 130.02, *LOUD AND UNNECESSARY NOISE*

(A) (5) Construction or repair of buildings.

The erection, including excavation, demolition, alteration, delivery of materials, or repair of any building within any area, other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Saturday inclusive is prohibited.

A copy of this subsection shall be given to each person who is issued a building permit pursuant to Chapter 150 of the Longboat Key Code.

(A) (6) Hydraulic suction dredges, pneumatic hammers, pile drivers, derricks, draglines, and hoists.

The operation between the hours of 5:00 p.m. and 8:00 a.m. Monday through Friday and all day on Saturday and Sunday of any hydraulic suction dredge, pneumatic hammer, pile driver, derrick, dragline, hoist, pump, bulldozer, earthmoving equipment, chain saw, air hammer, and any other type of heavy equipment, including repairs thereto, therewith and thereupon, and associated activities incident thereto, including but not being limited to the operation of tugboats, work barges, and the relocation of discharge pipelines is prohibited.

DURANTE PARK

LANDSCAPE UNIT PRICE SCHEDULE

Price bid for each item enumerated: Unit prices shall include cost of furnishing materials, labor, plants, excavation of planting beds, pits, planting, staking, spraying, pruning, clipping, watering, inspection, maintaining or other work incidental thereto, as per drawings and specifications. The contractor shall be responsible for supplying all materials as shown on the Site Development Plans and shall determine quantities according to said plans. The Summary of Materials is for the convenience of recording unit prices only. All Contractors are responsible for determining quantities and supplying all materials, labor, and permits necessary for the scope of work.

ITEM NO.	SECT.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1		Conocarpus erectus Green Buttonwood 4'x3'spr multi 10 gal min.	2	EA		
2		Conocarpus erectus 'sericea Silver Buttonwood 6'x4'spr std. 30 gal min.	6	EA		
3		Juniperus silicicola S. Red Cedar 6'-8'x2' spr 30 gal min.	13	EA		
4		Myrica cerifera S. Wax Myrtle 4'-5'x4'spr 10 gal min.	51	EA		
5		Sabal Palmetto Sabal Palm 12'-24'ct stagger hgts.	48	EA		
6		Quercus virginiana Live Oak 14'x6'spr 3"cal 65 gal stagger hgts.	6	EA		
7		Borrichia arborescens Sea Oxeye Daisy 15"oa 1 gal	70	EA		
8		Crinum asiaticum 'purpurea' Purple Leaf Crinum 3'x3'spr 10 gal	53	EA		

9		Scaevola frutescens Beach Napaka 24"x24"spr 3 gal	471	EA		
10		Spartina bakeri Cordgrass 30-36"oa 3 gal	142	EA		
11		Muhelbergia capillaris Muhly Grass 1 gallon full	435	EA		
12		Helianthus debilis Dune Sunflower 2" pots	6070	EA		
13		Zamia pumila Coontie 15"x15"spr 3 gal.	38	EA		
14		Finish grading/berming	1	LS		
15		Terrasorb/fertilizer in plant pits	1	LS		
16		Mulch- Installed from on site	230	CY		
17		Grade B Cypress Mulch installed (if quantity of on-site mulch is not sufficient)		CY		
18		Sod (St. Augustine FX-10)	10500	SF		
19		Sod (Sand grown Argentine Bahia as shown on Civil Drawings)		SF		
20		Irrigation System (provide unit price breakdown for additions/deletions)	1	LS		
21		Tree relocations/removal	1	LS		
22		Tree Protection	1	LS		
23		Chain link fence 4'gate pumpstation	12	LF		
24		Specialty Gates	2	LS		
25		Timber Wheel Stops	16	EA		
26		5' Wide Shell Walkway w/cut outs for furnishing	1500	LF		

27		Concrete/Shell Aggregate walkway	65	SY		
28		6" Concrete Curb	75	LF		
29		Picnic Tables	4	EA		
30		Benches	5	EA		
31		Trash receptacles	6	EA		
32		Bicycle racks	2	EA		
33		Drinking fountains	2	EA		
34		Establishment maintenance until acceptance & 90 day maintenance of all plant material upon acceptance.	1	LS		

LITTORAL ZONE PLANTING:

35		Sagittaria sublata Dwarf Arrowhead 2" plugs	750	EA		
36		Cana flaccida Yellow cana 4" pots	60	EA		
37		Sisyrinchium solstitiale Blue Flag Iris 4" pots	60	EA		
38		Nymphaea odorata White Water Lily 1 gal	33	EA		
39		Nuphar luteum macrophyllum Yellow Pond Lily 1 gal	33	EA		
40		2 YEAR MAINTENANCE AND MONITORING OF LITTORAL ZONE PLANTINGS	1	EA		
		TOTAL BASE BID:				

BID ALTERNATES:

L1		FOUNTAINS	1	LS		
L2		AREA LIGHTS	6	EA		
L3		UPLIGHTS	6	EA		

L4		BUFFER LANDSCAPE (SEE BELOW)				
L4-1		Conocarpus erectus Green Buttonwood 4'x3'spr multi 10 gal min.	32	EA		
L4-2		Myrica cerifera S. Wax Myrtle 4'-5'x4'spr 10 gal min.	160	EA		
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L-5		Bid alternate for 8 month maintenance for all base bid items and alternates as specified on Sheet L3 under maintenance.	1	LS		
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DRAFT

for Dave's approval

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*approved
by distribution
MA 10/24/94. 8:35 10/25/94*

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LITTORAL ZONE PLANTING:

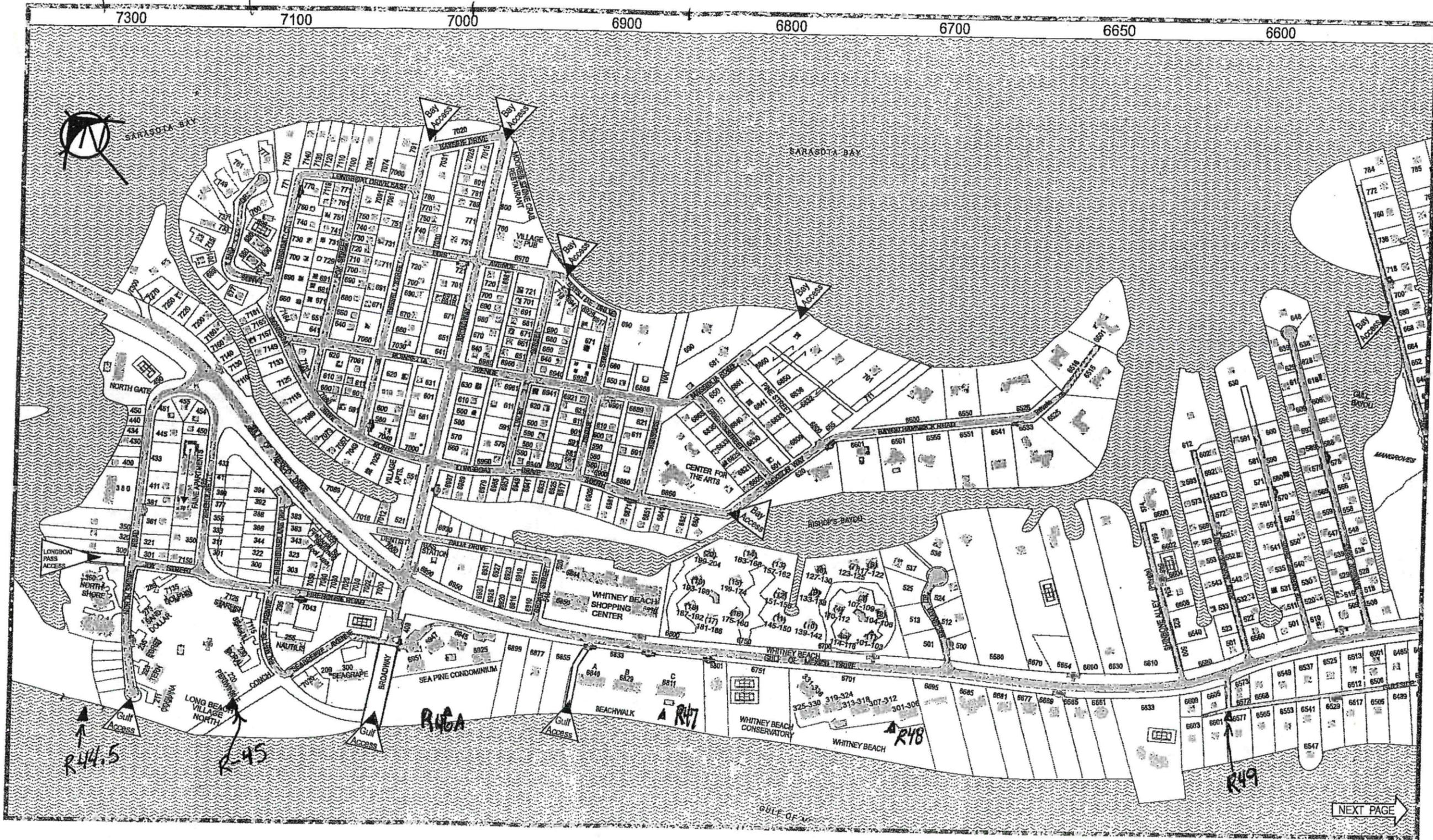
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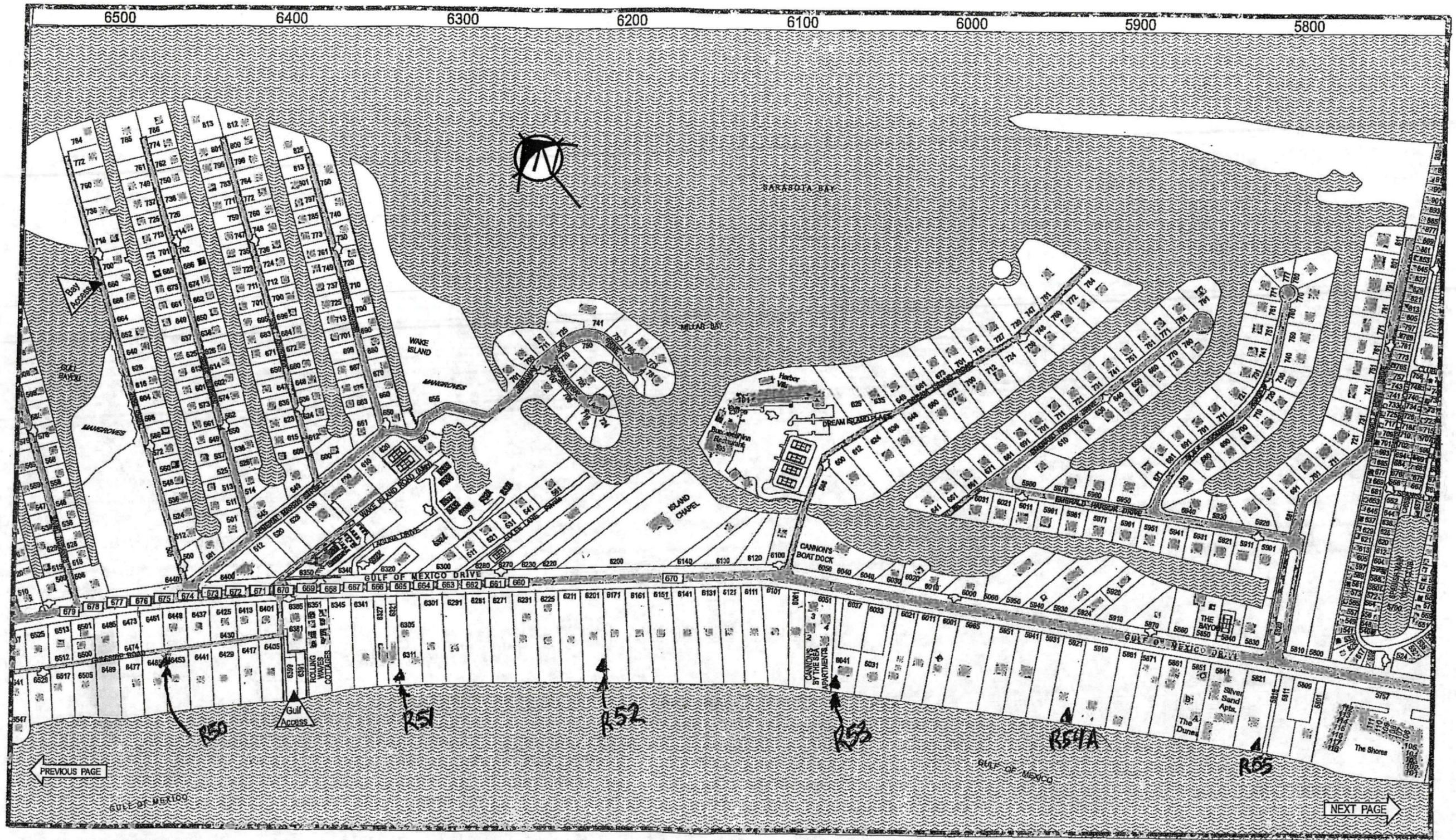
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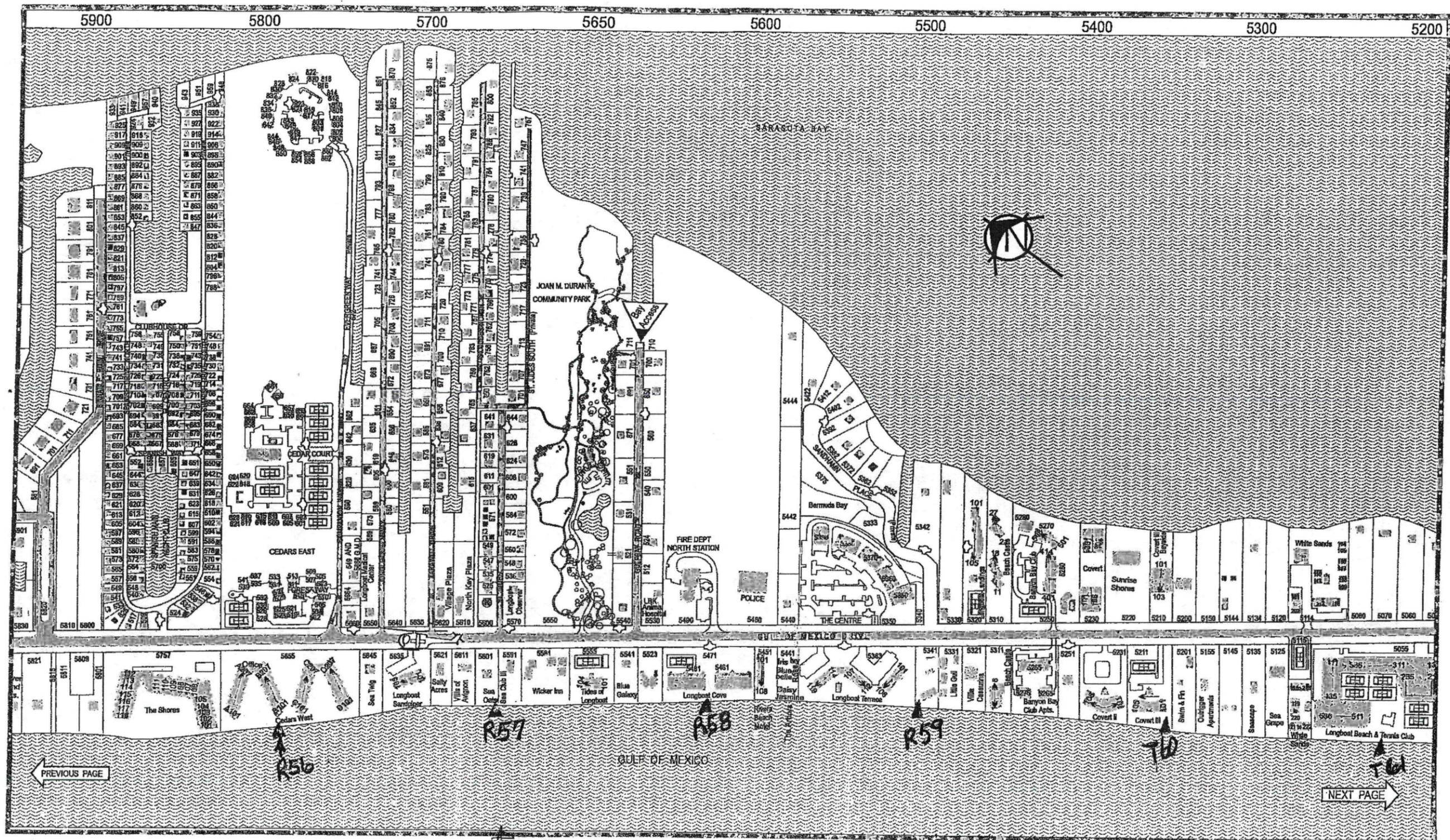
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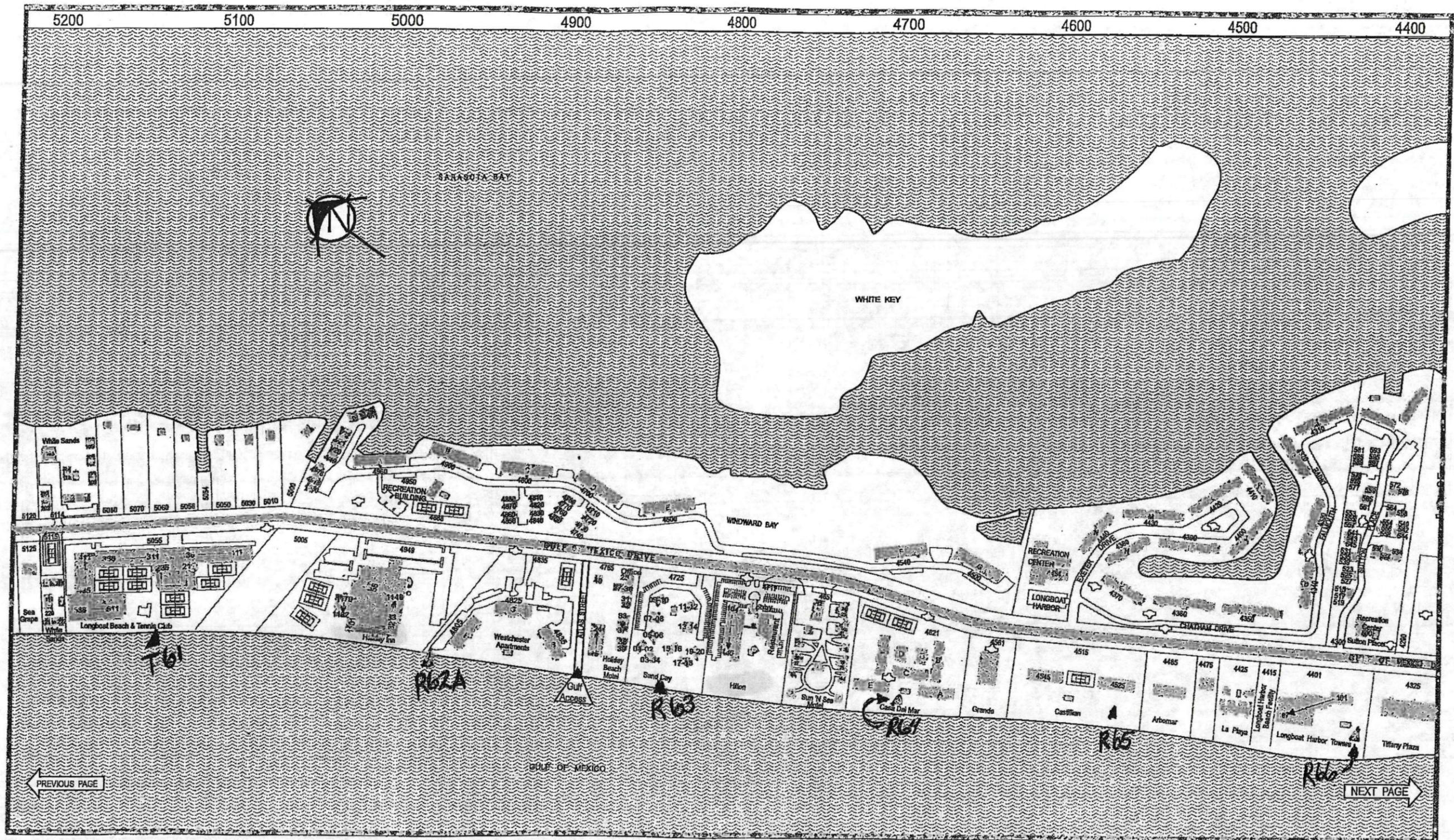
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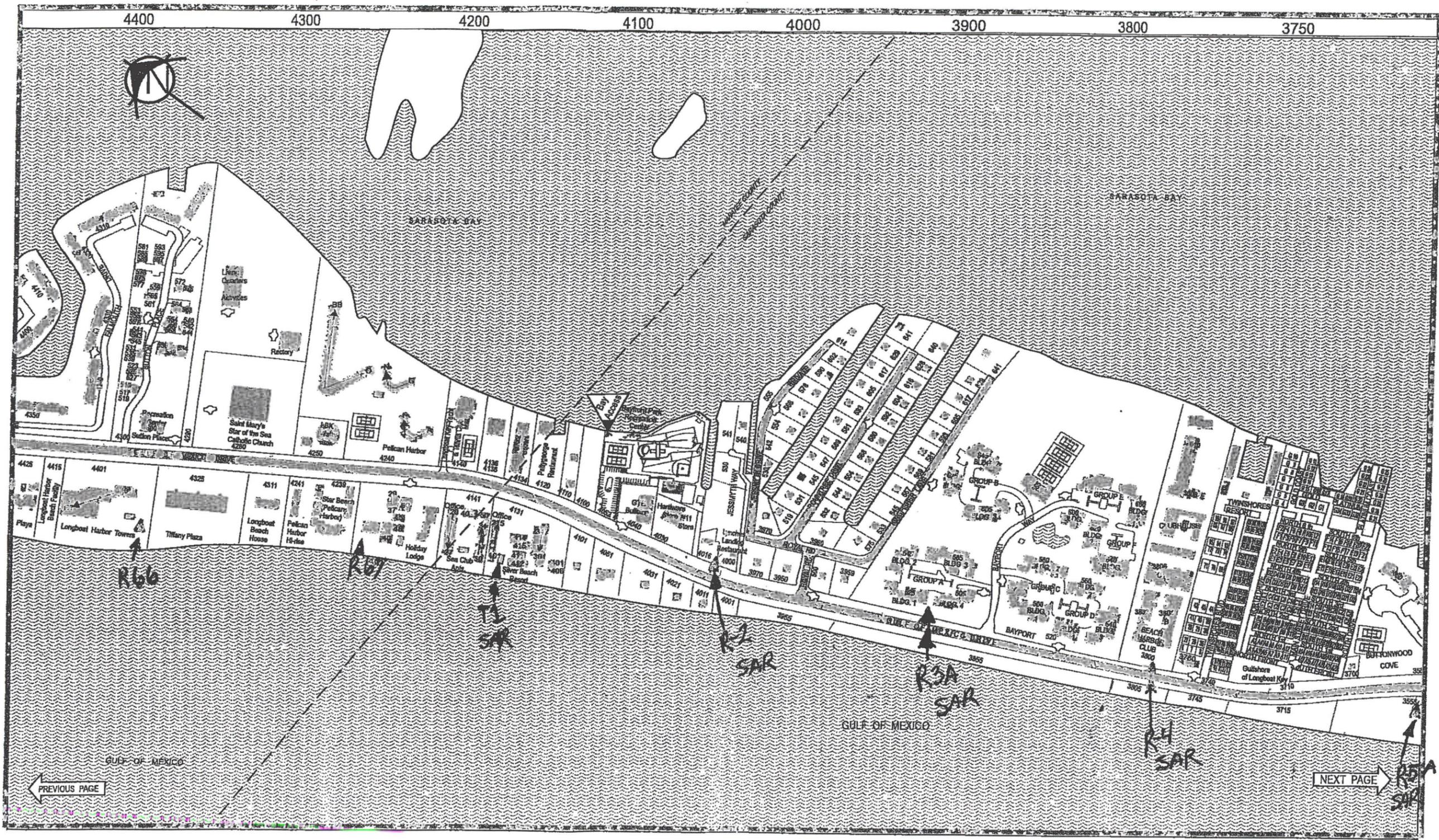
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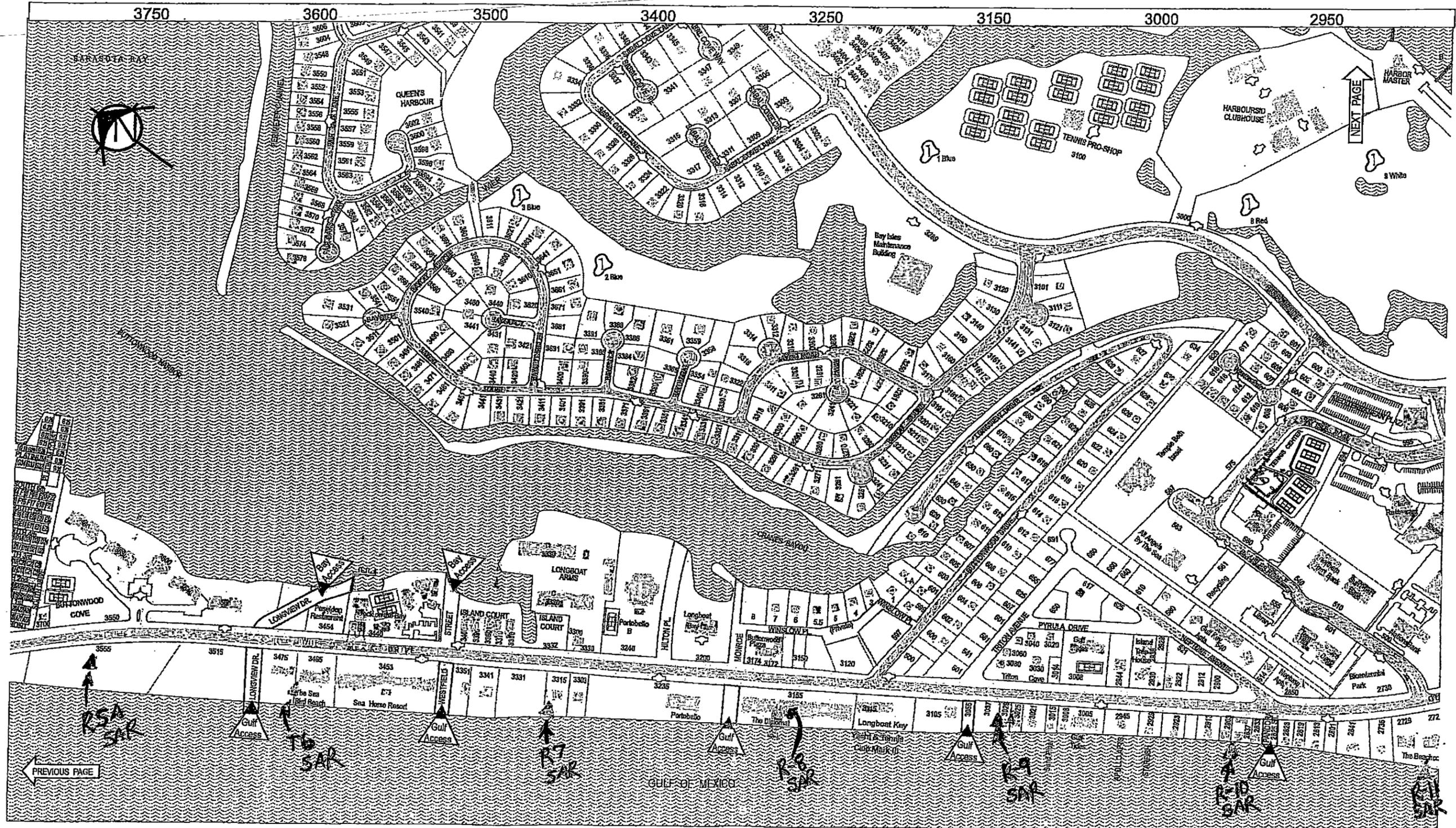


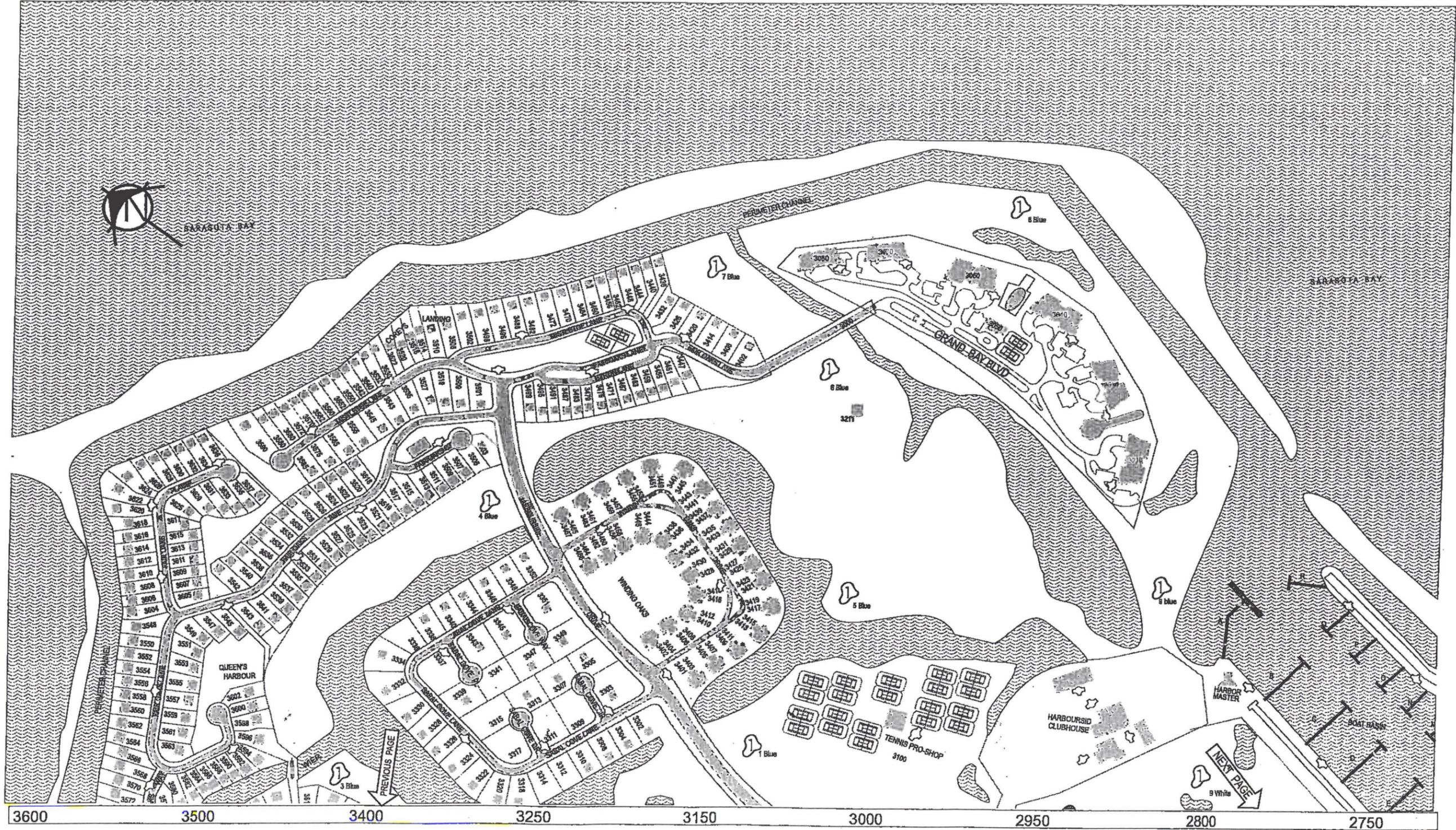


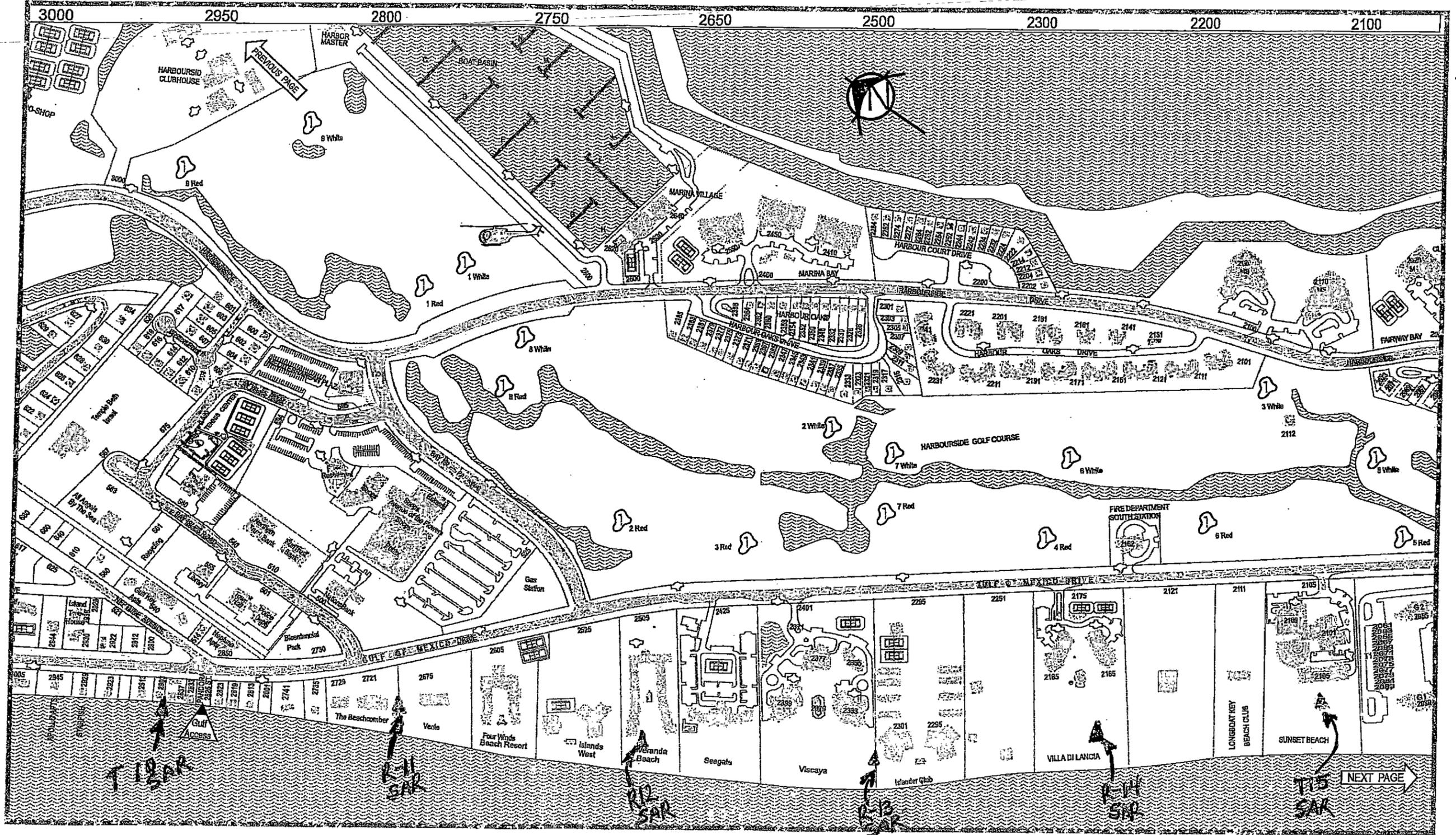




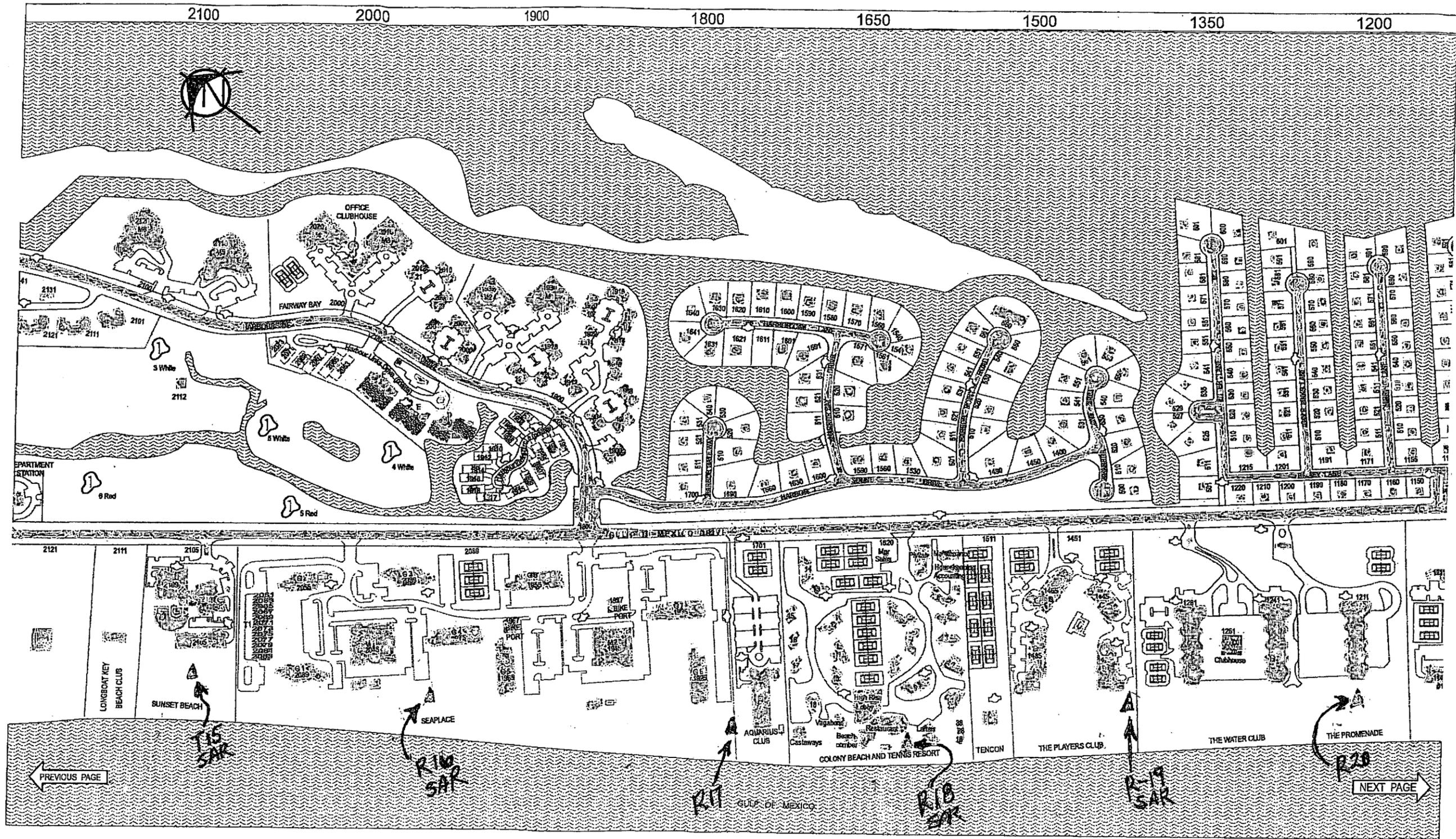








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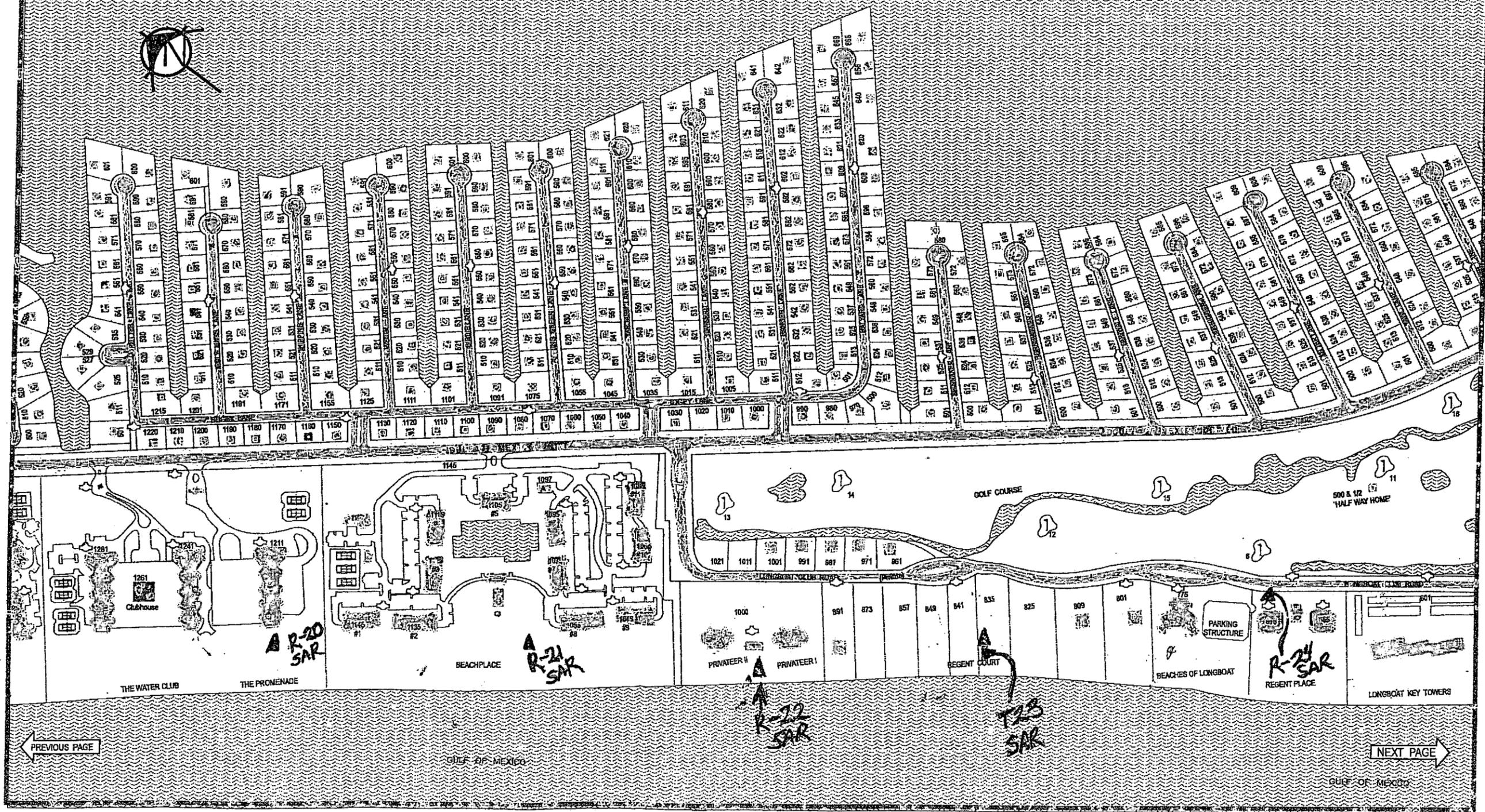
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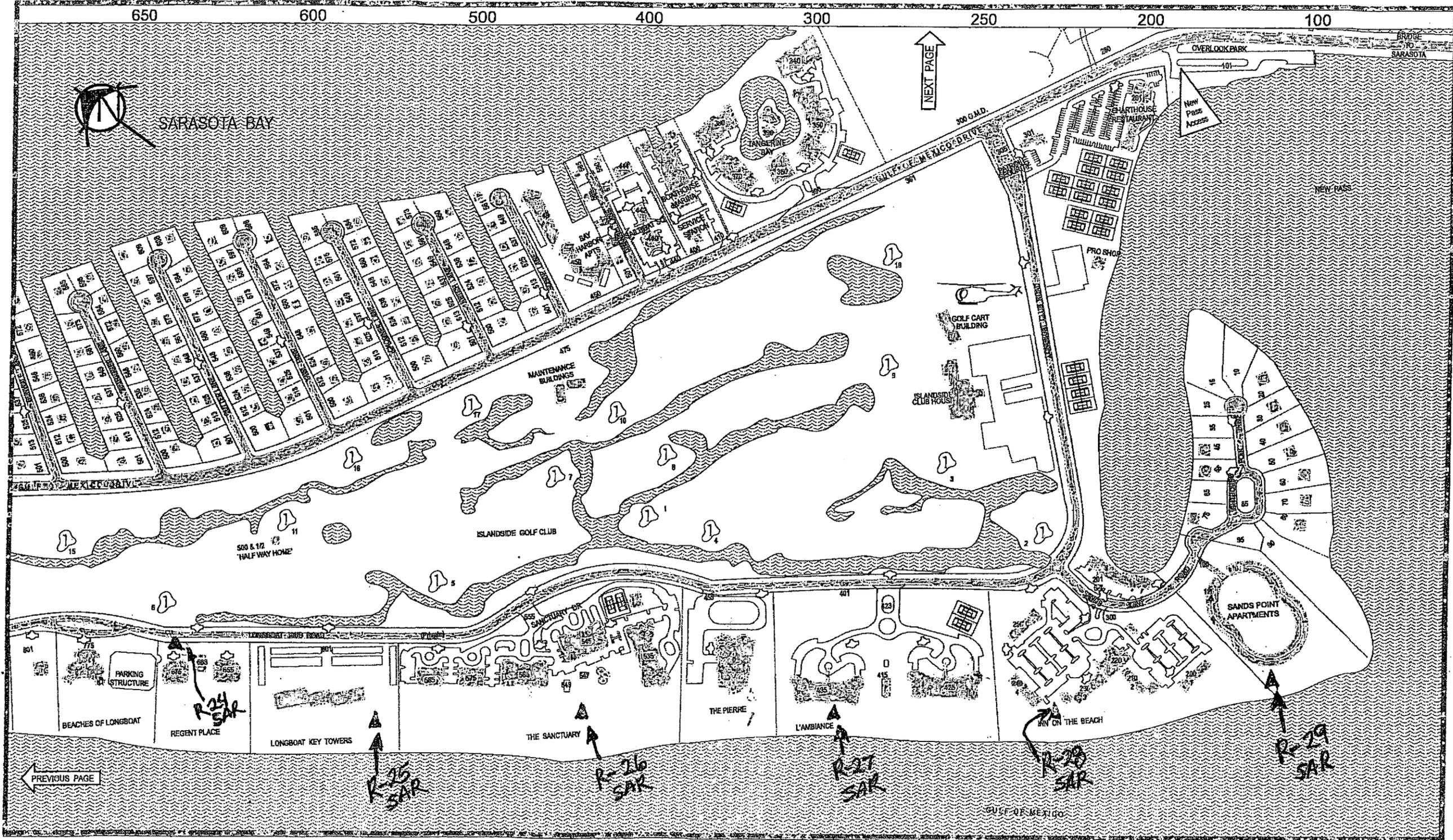
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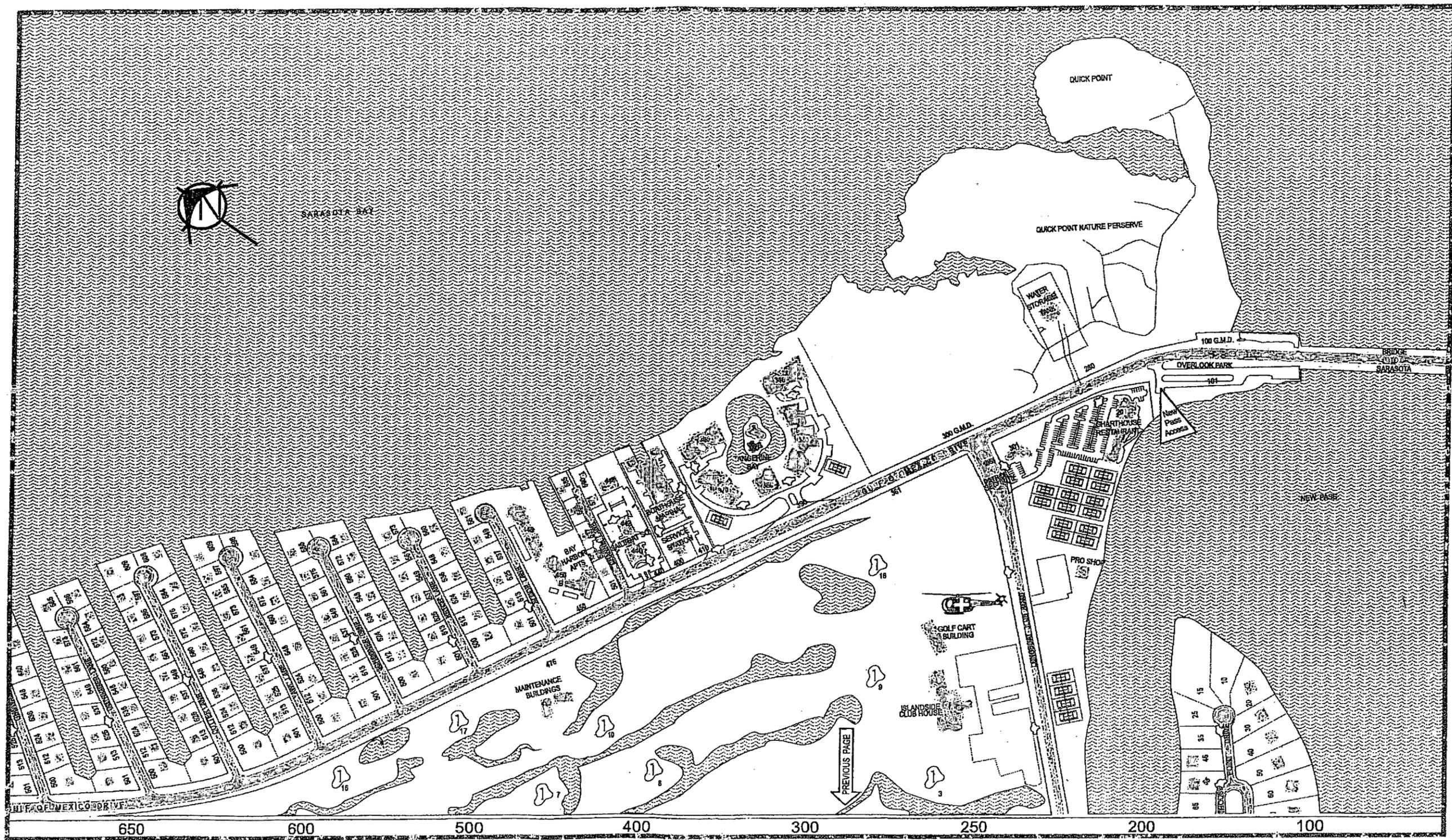
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PREVIOUS PAGE

NEXT PAGE





WILLIAMS PARKER
HARRISON DIETZ & GETZEN

ATTORNEYS AT LAW
200 SOUTH ORANGE AVENUE
SARASOTA, FLORIDA 34236
T: (941) 329-6607
F: (941) 366-5109

JOHN T. BERTEAU, BOARD CERTIFIED WILLS,
TRUSTS AND ESTATES ATTORNEY

June 21, 2007

RECEIVED

JUN 22 2007

VIA HAND DELIVERY

David P. Persson
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, Florida 34236

Re: Estate of James P. Durante

Dear David:

Enclosed is a check in the amount of \$200,000 for payment of the claim filed with the probate court and for satisfaction of the mortgage held against Mr. Durante's homestead in favor of The Town of Longboat Key. A Satisfaction of Claim and Satisfaction of Mortgage are enclosed for signature. Please return the signed documents to us for filing with the court and recording in the public records.

Please contact me if you have any questions.

Very truly yours,


John T. Berteau

JTB/cds- 775526_1.doc

Enclosures

cc: Northern Trust, NA



TOWN OF LONGBOAT KEY

Incorporated November 14, 1955

Town Hall
501 Bay Isles Road
Longboat Key, Florida 34228-3190
(941) 316-1999
SUNCOM 516-2760
Fax (941) 316-1656
www.longboatkey.org

July 9, 2007

Mr. John T. Berteau, Esq.
Williams Parker
200 South Orange Avenue
Sarasota, FL 34236

RE: James P. Durante Estate

Dear Mr. Berteau,

Enclosed are the following documents that have been executed by the
Town of Longboat Key Town Manager:

Satisfaction of Mortgage
Satisfaction and Release of Claim

Thank you for your attention to this matter.

Sincerely,

Jane M. O'Connor
Town Clerk / Director of Administrative Services

See
#617 017

CC: David Persson, Town Attorney

Record \$10.00

Prepared by and return to: John T. Berteau, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

SATISFACTION OF MORTGAGE

Know All Men By These Presents: That on this ____ day of _____, 2007, THE TOWN OF LONGBOAT KEY, a municipal corporation organized under the law of the State of Florida, hereinafter referred to as Mortgagee, whose post office address is 501 Bay Isles Road, Longboat Key, Florida 34228, the owner and holder of a mortgage and the indebtedness secured thereby made by JAMES P. DURANTE, whose post office address is 565 Sanctuary Drive #103, Longboat Key, Florida 34228, originally dated December 29, 1994, and recorded in Official Records Book 2699, Page 1153, of record in the Public Records of Sarasota County, Florida, upon the following described property situate in said county and state:

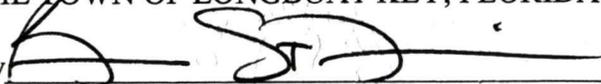
Unit A-103, SANCTUARY II AT LONGBOAT KEY CLUB, a Condominium according to the Declaration of Condominium recorded in Official Records Book 2175, Pages 336 through 387, inclusive and as per plat thereof recorded in Condominium Book 28, Pages 25, 25A through 25G, inclusive of the Public Records of Sarasota County, Florida.

has received full payment of said indebtedness, does hereby acknowledge satisfaction of said mortgage and directs the clerk of the circuit court of said county to cancel the same of record.

JAMES P. DURANTE died on February 8, 2007. John T. Berteau has been appointed as Personal Representative of the Estate of James P. Durante by Letters of Administration dated March 1, 2007, and of record in Sarasota County Circuit Court Probate Division case number 2007CP002089NC.

In Witness Whereof, Mortgagee has signed and sealed this Satisfaction of Mortgage the date first above written.

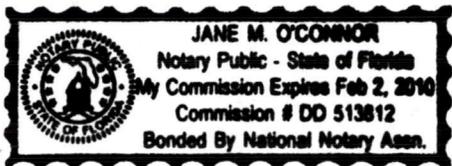
THE TOWN OF LONGBOAT KEY, FLORIDA

By: 

Bruce St. Denis, Town Manager
Claimant

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of JULY, 2007, by Bruce St. Denis, Town Manager, The Town of Longboat Key. The above-named person is personally known to me ~~or has produced _____ as identification.~~ If no type of identification is indicated, the above-named person is personally known to me.





Signature of Notary Public -
JANE M. O'CONNOR

Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on FEBRUARY 2, 2010

IN THE CIRCUIT COURT FOR SARASOTA COUNTY,
FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. 2007CP002089NC

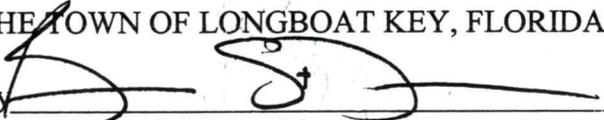
JAMES P. DURANTE,
Deceased.

SATISFACTION AND RELEASE OF CLAIM

The undersigned, Bruce F. St. Denis, Town Manager on behalf of THE TOWN OF LONGBOAT KEY, FLORIDA, has received full payment of the claim which was filed in this proceeding by the undersigned against the above estate on or about April 16, 2007, or has otherwise settled or compromised said claim, and this Satisfaction and Release of Claim is executed to acknowledge discharge of the claim and to release the estate and the Personal Representative of the estate from all further liability with respect thereto.

Signed on JULY 9, 2007.

THE TOWN OF LONGBOAT KEY, FLORIDA

By 
Bruce St. Denis, Town Manager
Claimant

FOURTH AMENDMENT

TO

AGREEMENT RE:

JOAN M. DURANTE COMMUNITY PARK

This Fourth Amendment to the Agreement regarding Joan M. Durante Community Park, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized under the laws of the State of Florida (the "Town"), and JAMES P. DURANTE (the "Benefactor"), in consideration of the mutual covenants and obligations contained herein, and for consideration duly received and exchanged, hereby amends the Agreement dated December 30, 1993, by changing the name of the Park from the JOAN M. DURANTE COMMUNITY PARK to the JOAN M. DURANTE PARK.

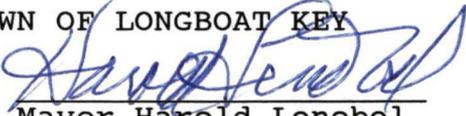
All other provisions of the Agreement, as amended, remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 14th day of June, 1999.

The "Town"

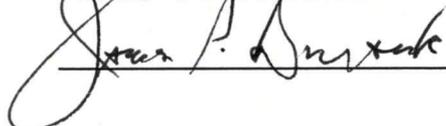
TOWN OF LONGBOAT KEY

By


Mayor Harold Lenobel

The "Benefactor"

JAMES P. DURANTE



Witnesses as to
the Benefactor

ATTEST:

Jo Ann Duray Mixon
(Sign Name)
Jo Ann Duray Mixon
(Print Name)

Deputy TOWN CLERK Carol Hill

Susan P. Ammons
(Sign Name)

Approved as to form:

Susan P. Ammons
(Print Name)

David P. Persson
David P. Persson
Town Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th
day June of, 1999 by JAMES P. DURANTE.

Donna H. Spencer
Notary Public State of Florida
Typed Name: DONNA H. SPENCER
Commission Expires: 1-16-2000
Commission No.: CC 525098

Personally Known _____
~~OR Produced Identification~~

Type of Identification Produced



THIRD AMENDMENT

TO

AGREEMENT RE:

JOAN M. DURANTE COMMUNITY PARK

This Third Amendment to the Agreement regarding Joan M. Durante Community Park, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized under the laws of the State of Florida (the "Town"), and JAMES P. DURANTE (the "Benefactor"), in consideration of the mutual covenants and obligations contained herein, and for consideration duly received and exchanged, hereby amends the Agreement dated December 30, 1993, as subsequently amended as follows:

A. Paragraphs 8 and 9 as amended by the First Amendment to Agreement are hereby modified by deleting the reference to \$750,000.00 and inserting instead \$1,000,000.00.

B. Paragraph 8(c) as amended by the First Amendment to Agreement is amended to delete ten (10) years and insert instead fifteen (15) years.

C. Paragraph 12 of the original Agreement is amended by deleting the reference to sixty (60) days and inserting instead one-hundred and twenty (120) days.

D. Notwithstanding anything to the contrary, the funds donated by Benefactor may be used for maintenance as well as capital improvements to the Joan M. Durante Community Park.

All other provisions of the Agreement, as amended, remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 6th day of July, 1998.

The "Town"

TOWN OF LONGBOAT KEY

By Harold Lenobel
Mayor Harold Lenobel

The "Benefactor"

JAMES P. DURANTE

James P. Durante

Witnesses as to
the Benefactor

Patrizia L. Arends
(Sign Name)

PATRIZIA L. ARENDS
(Print Name)

Donna H. Spencer
(Sign Name)

Donna H. Spencer
(Print Name)

ATTEST:

Patrizia L. Arends
Town Clerk

Approved as to form:

David P. Persson
David P. Persson
Town Attorney

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th
day July of, 1998, by JAMES P. DURANTE.

Carol Hill
Notary Public State of Florida
Typed Name: CAROL HILL
Commission Expires: 7-24-99
Commission No.: #CC 465728

Personally Known X
OR Produced Identification

Type of Identification Produced



C:\ALINE\LBK\DURANTEAMEND3

DURANTE TOWN
HARDING

MEMORANDUM

DATE: February 25, 1998

TO: Town Commission
FROM: Bruce St. Denis, Town Manager 
SUBJECT: Joan M. Durante Community Park Improvements

At the February 19th Workshop, the Town Commission was presented with the cost for implementation of four recommendations made by the Joan M Durante Community Park Use Advisory Committee. The improvements and cost to provide the improvements are as follows:

1. Restrooms
2. Overall Signage Systems and Brochure
3. Health Trail with Benches
4. Playground for 5 to 12 year olds

The Commission asked for copies of the committee's recommendations prior to making a final determination. A copy of that memorandum is attached.

Staff has prepared an ordinance that would fund all of these improvements in this fiscal year through the land acquisition fund. In the event the Town Commission wishes to proceed with some or all of the improvements immediately.

The Town Commission has the option to fund some or all of the improvements either in entirety or at a later date. In that case, the ordinance can be modified to reflect the amount of the remaining improvements. There will be another opportunity to reconsider this list at the second reading of Ordinance 98-11 at the Regular Meeting on April 6, 1998.

BSD/dhs

ORDINANCE 98-11

AN ORDINANCE AMENDING THE BUDGET OF THE TOWN OF LONGBOAT KEY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 1997, AND ENDING SEPTEMBER 30, 1998; APPROPRIATING \$ 52,000 FROM THE LAND ACQUISITION FUND TO CREATE A CAPITAL BUDGET FOR CONSTRUCTION OF PARKS IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined to construct certain parks improvements in Fiscal Year 1997/98; and

WHEREAS, there are funds available for a supplemental appropriation in the Land Acquisition Fund; and

WHEREAS, construction of parks improvements is a legal and consistent use of these funds;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The budget of the Town of Longboat Key for fiscal year beginning October 1, 1997, and ending September 30, 1998, as adopted pursuant to Ordinance 97-19, is hereby amended to create a parks capital improvement budget of Fifty-Two Thousand Dollars (\$52,000) from the Land Acquisition Fund.

Section 2. This Ordinance shall take effect upon second reading and approval in accordance with Law and the Charter of the Town of Longboat Key.

PASSED on first reading this ____ day of _____, 1998.

ADOPTED on second reading and Public Hearing this ____ day of _____, 1998.

ATTEST:

MAYOR

TOWN CLERK

M E M O R A N D U M

DATE: February 24, 1998

TO: Town Commission

FROM: Bruce St. Denis, Town Manager 

SUBJECT: Joan M. Durante Community Park - Improvement Funding

At the February 19, 1998 Workshop the Town Commission requested additional information during the deliberations of funding of improvements recommended at the Joan M. Durante Community Park Use Advisory Committee.

The original report by the committee, requested by the Town Commission, is attached along with their recommendations.

BSD/dhs

Attachments: Joan M. Durante Community Park Use Advisory Committee
Report
Joan M. Durante Community Park Use Advisory Committee
Recommendations

REGULAR WORKSHOP - FEBRUARY 19, 1998
AGENDA ITEM # 16

Agenda Item: Joan M. Durante Community Park Cost for Improvements

Presenter: Town Manager and Staff

Summary: At the January Workshop, the Joan M Durante Community Park Use Advisory Committee recommended that bathrooms, a playground, fitness trail and signage be constructed. Staff has provided a cost estimate for these items and identified funding sources.

Attachments: 02-10-98 Memo, Public Works Director to Town Manager.

Recommended

Action: Forward approval to 3-2-98 Regular Meeting

/dhs
2-12-98

M E M O R A N D U M

DATE: February 10, 1998

TO: Bruce St. Denis, Town Manager
FROM: Leonard Smally, Director of Public Works
SUBJECT: Joan M. Durante Park - Improvement Costs

The following are the costs of improvements recommended by the Joan M. Durante Community Park Use Advisory Committee:

- 1. Bathrooms:** Two handicapped accessible stalls (men/women). Located in the area near the Town sewer lift station which will allow us to buffer the facilities and save cost with a gravity sewer line as opposed to a lift station if located elsewhere.

Cost	Materials	\$ 7,500.00
	Labor (Town staff)	<u>\$ 4,500.00</u>
	Total	\$12,000.00

- 2. Overall Signage Systems and Brochure:** A signage system and brochure with environmental education similar to the one planned at Quick Point.

Cost	\$ 8,500.00
-------------	--------------------

- 3. Health Trail with Benches:** Adult oriented 8 station fitness trail and benches using existing pathways.

Cost	Materials	\$12,500.00
	Labor	<u>\$ 2,500.00</u>
	Total	\$15,000.00

- 4. Playground for 5 to 12 year olds:** Play structure and swing set for 5 to 12 year olds. Located near pavilion area next to open field.

Cost	Materials	\$15,000.00
	Labor	<u>\$ 1,500.00</u>
	Total	\$16,500.00

These improvements could be funded by open space funds, like Quick Point improvements, or funded from general revenue funds. No funds are budgeted in the 1997/98 budget.

SECOND AMENDMENT

TO

AGREEMENT RE:

JOAN M. DURANTE COMMUNITY PARK

This Second Amendment, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized under the laws of the State of Florida (the "Town"), and JAMES P. DURANTE (the "Benefactor"), is to memorialize the agreements and understandings concerning modifications to the Joan M. Durante Community Park as represented by the attached Exhibit "A" which includes a memorandum from Griff H. Roberts, Town Manager to the Town Commission dated May 6, 1996, a memorandum from Len Smally to Griff H. Roberts dated May 3, 1996, and a letter from Maddox & Associates to Griff H. Roberts dated May 1, 1996, with attachments.

The Benefactor has reviewed the attachments and expressly agrees to the modifications.

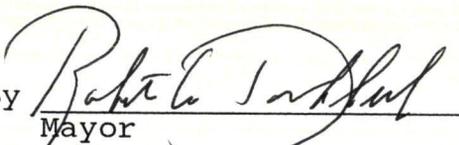
IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on the 16th day of MAY, 1996.

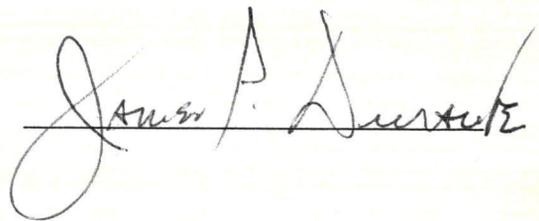
The "Town"

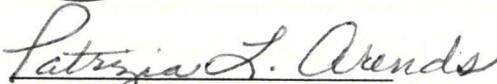
The "Benefactor"

TOWN OF LONGBOAT KEY

JAMES P. DURANTE

By 
Mayor



ATTEST: 
TOWN CLERK

M E M O R A N D U M

DATE: 05-06-96

TO: Town Commission
FROM: Griff Roberts, Town Manager
SUBJECT: Joan M. Durante Community Park Phase III Modifications

Attached please find a staff report and a proposal from our architect, Maddox & Associates, containing modifications to the original Phase III of the park.

These modifications to Phase III are brought about for two primary reasons: (1) to allow time to consider the possibility of locating the cultural community center on the Durante Park property; and, (2) to accommodate improvements being planned by the Department of Environmental Protection to develop tidal waters from the bay similar to what was done at Quick Point. In the latter case, the DEP has already pledged a \$50,000 grant to provide these improvements subject to the Town's approval and appropriate actions.

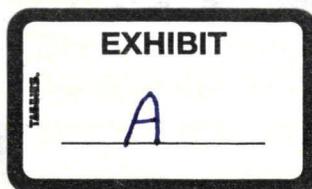
Regarding the deferral of a portion of Phase III to allow consideration for the community center, both Bill Maddox and I have talked with the benefactor, Mr. James Durante, who is in accord to modify Phase III based upon this plan with the provision that no building be constructed west of the pavilion.

Accordingly, being presented for your approval at this time is this modification to Phase III of Durante Park and your approval of the professional supplement to Maddox & Associates in the amount of \$13,000.



GHR/dhs

cc: Len Smally, P.E., Public Works Director
Bill Maddox, Maddox & Associates



MEMORANDUM

DATE: 05-03-96

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

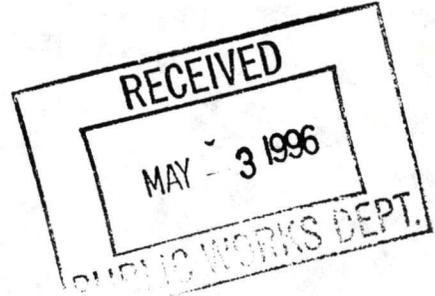
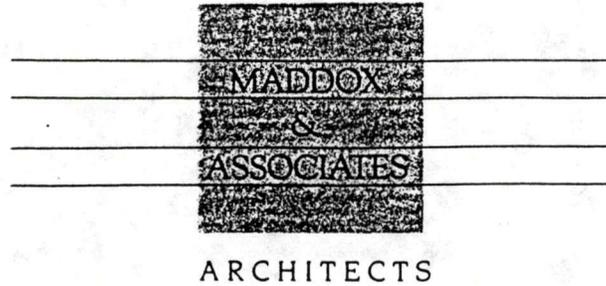
SUBJECT: SUPPLEMENTARY PROPOSAL - DURANTE PARK PHASE III

I have reviewed the attached proposal from Bill Maddox dated May 1st and discussed it with him.

I recommend approval of the plan and the Professional Services Supplement in the amount of \$13,000 (\$4200 - Maddox, \$7800 - Johnston, \$1000 - Reimbursables).

/cmg





May 1, 1996

Mr. Griff Roberts
Town Manager
Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Mr. Roberts:

As you know, we are under contract to complete Phase 3 of the Park, however, there are two issues that are causing a departure in the project design and schedule. 1) As I indicated to you in my letter dated 3/25/96, our work has been interrupted by the Department of Environmental Protection who has expressed an interest in enhancing the east end of the park with waterways and lagoons similar to Quick Point. 2) Also, recent discussions by the Town regarding the development of the Cultural Center on this site have caused us to reconsider the implementation of Phase 3 as identified in the Master Plan which was approved by the Commission.

Due to these issues regarding the future use and design of the Durante Park property, I would like to suggest that the Phase 3 work be split into 3 parts. The following course of action would keep all options open:

PHASE 3A - ENTRANCE ENHANCEMENTS

Step 1) Completed.

PHASE 3B - BOTANICAL GARDENS WEST OF PAVILION

Step 2) Proceed with landscaping and irrigation improvements for botanical gardens in areas identified as tracts A, B, C on the Master Plan (attached). Also, the area south of the entrance would be landscaped. This work has already been designed

Mr. Griff Roberts
Page 2
May 1, 1996

and is ready for bidding. Work in these areas would not interfere with portions of the site which are being considered for the Cultural Center (tracts D, E & F). Proceeding with this work would allow a large portion of the botanical gardens to be in place by the end of July. In order for this completion date to be met, bidding must proceed as soon as possible. The budget for this work is identified as Phase 3B on the attached budget worksheet.

PHASE 3C - WETLAND RESTORATION EAST OF PAVILION

- Step 3) Revise the Site Plan as previously submitted to the Town (According to Dan Gaffney a revision would be necessary due to the extensive design changes being proposed on the east end by D.E.P.). To obtain Commission approval before the summer hiatus, this application would have to be made as soon as possible.
- Step 4) Upon commission approval, withdraw current SWFWMD permit application and revise construction documents for D.E.P. (as permittee) to submit to SWFWMD.
- Step 5) Pursue other funding sources. Due to the interest in this wetlands restoration project, other funding sources such as the National Estuary Program (NEP), Surface Water Improvement & Management (SWIM) and Manatee Co. may be interested in contributing to the project. D.E.P. has already earmarked \$50,000 from the Pollution Recovery Trust Fund for this project pending Town approval.
- Step 6) Begin construction of the portion of Phase 3C which can be constructed with remaining Phase 3 Durante Funds and available grant money. The budget for this work is identified as Phase 3C on the attached budget worksheet.

Any work described above (with the possible exception of a portion of the waterways & lagoons funded by future grant money) will be completed within the Phase 3 budget of \$275,000. It will be necessary, however, to re-allocate a portion of those funds for redesign and for processing the revised Site Plan.

Based on the above scenario, a major portion of Mr. Durante's botanical gardens can be installed, a much improved wetland restoration project can be accomplished and possible sites for the Cultural Center can be maintained.

I have attached a Professional Services Supplement identifying the requested additional design fees. These fees are also identified on the attached budget worksheet as item 3.

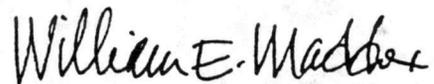
Mr. Griff Roberts

Page 3

May 1, 1996

If you have any questions, please do not hesitate to call.

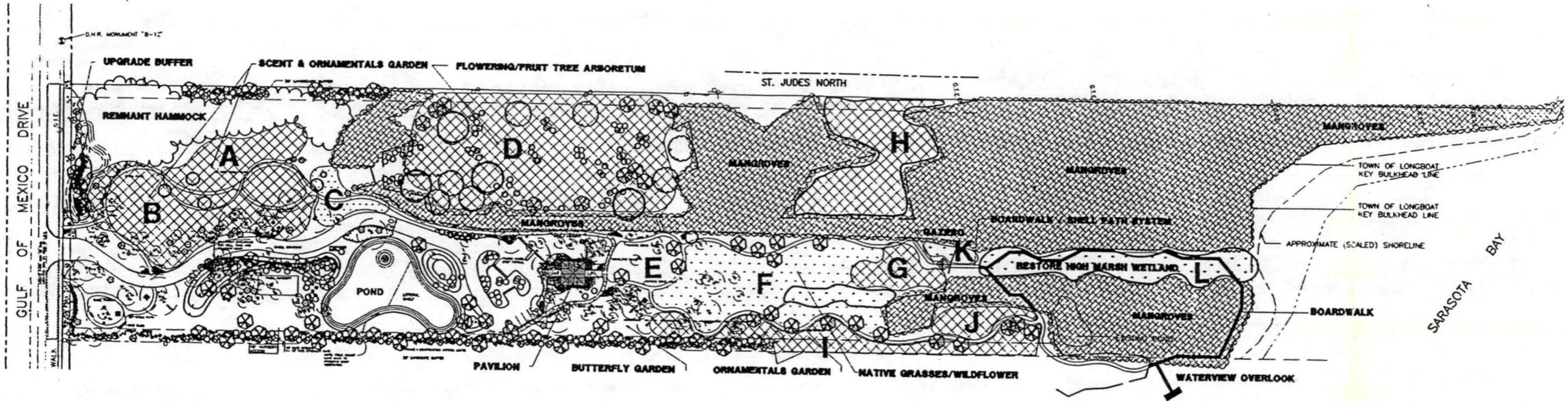
Sincerely,

A handwritten signature in cursive script that reads "William E. Maddox".

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Len Smally



PHASE III MASTER PLAN JOAN M. DURANTE COMMUNITY PARK

LONG RANGE MASTER PLAN

- MADDOX & ASSOCIATES - ARCHITECTS
- DAVID W JOHNSTON ASSOCIATES - LANDSCAPE ARCHITECTS
- LANDRY AND ESBER, CIVIL ENGINEERS



DAVID W JOHNSTON ASSOCIATES



FIRST AMENDMENT

TO

AGREEMENT RE:

JOAN M. DURANTE COMMUNITY PARK

This First Amendment, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as the "Town"), and JAMES P. DURANTE (hereinafter referred to as the "Benefactor"), hereby agree to amend the Agreement dated December 30, 1993, as follows:

W I T N E S S E T H

WHEREAS, the Benefactor wishes to increase his donation to the Town; and

WHEREAS, the Town wishes to accept the increased donation benefit; and

WHEREAS, the completion of the Joan M. Durante Community Park will occur prior to the donated funds being placed in the interest-bearing account as described within the Agreement, and the Town is desirous of obtaining security for its advancing funds necessary to complete the Joan M. Durante Community Park; and

WHEREAS, the Benefactor wishes the Town to advance certain funds to complete the Joan M. Durante Community Park as expeditiously as possible.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed to amend the Agreement dated December 30, 1993, as follows:

A. Paragraph 5, second sentence, shall be amended to read as follows: Such center shall provide information concerning the Joan M. Durante Community Park. An oil portrait of Joan M. Durante, when donated by the Benefactor, shall be placed in a prominent location at Town Hall.

B. Paragraphs 8 through 11 are amended to read as follows:

8. The Benefactor shall donate \$750,000 to the Town to be held in a special interest-bearing account to accomplish the purposes recited herein. The Town shall disburse those funds as it deems appropriate to accomplish the purposes described herein. Said donation shall be qualified under the Internal Revenue Code, Section 501(c), as amended. Appropriate written proof of same shall be delivered to the Benefactor. The Benefactor's donation shall be in conformance with the following schedule:

- a) \$100,000 by December 31, 1993;
- b) \$100,000 on or before December 31, 1994; and
- c) \$ 50,000 on or before December 31, 1995, and each December 31st thereafter for a period of ten years, resulting in a total donation of \$750,000 as recited herein.

9. If the Town has not received all of the donations as provided herein prior to the Benefactor's demise, then the balance of the donations (\$750,000 minus all payments made), shall become due and payable pursuant to Paragraph 12 of the Agreement and the Security Agreement attached hereto and incorporated herein by reference.

10. In advance of the installment payments by the Benefactor, the Town shall advance sufficient funds in anticipation of the donation of the Benefactor to complete the Joan M. Durante Community Park in accordance with the plans and specifications currently on file with the Town. The Town shall be entitled to reimburse itself from the funds described in Paragraph 8 above as the same are received.

11. Simultaneously with the execution of this First Amendment to Agreement the Benefactor shall execute a first mortgage on his condominium legally described as:

Unit A-103 Sanctuary II at Longboat Key Club, a condominium according to the Declaration of Condominium recorded in the Official Records, Books 2175, Pages 336 through 387, inclusive, and as per plat thereof recorded in Condominium Book 28, Pages 25, 25-A through 25-G, of the Public Records of Sarasota County, Florida.

securing the performance of his obligations under the Agreement dated December 30, 1993, and this First Amendment thereto.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the 29th day of December, 1994.

The "Town"
TOWN OF LONGBOAT KEY

The "Benefactor"
JAMES P. DURANTE

By Robert Harder
Mayor

James P. Durante

Witnesses as to the Town:

Norma Celentano
[Signature]

Witnesses as to
the Benefactor

Norma Celentano
[Signature]

ATTEST:

Patricia L. Arends
Town Clerk

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
94 DEC 30 PM 3:50
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

State of Florida

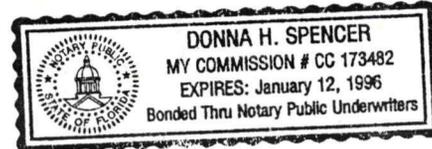
County of Sarasota

The foregoing instrument was acknowledged before me this 29th
day of December, 1994 by Robert J. Farber who is personally
known to me or ~~who has produced~~ _____, as
identification and who ~~did~~ (did not) take an oath and who
acknowledged before me that he executed the same for the purposes
therein expressed on behalf of the Town of Longboat Key.

Donna H. Spencer
NOTARY PUBLIC
Typed Name: Donna H. Spencer
Commission Expires: 1-12-96
Commission No.: CC 173482

State of Florida

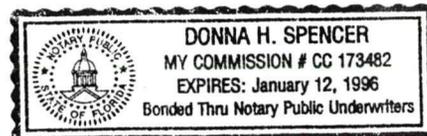
County of Sarasota



The foregoing instrument was acknowledged before me this 29th
day of December, 1994 by JAMES P. DURANTE, who is personally known
to me or ~~who has produced~~ _____, as identification
and who ~~did~~ (did not) take an oath.

Donna H. Spencer
NOTARY PUBLIC
Typed Name: Donna H. Spencer
Commission Expires: 1-12-96
Commission No.: CC 173482

CALBK\DURANTE.AME



AGREEMENT RE:

JOAN M. DURANTE COMMUNITY PARK

This Agreement, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as the "Town"), and JAMES P. DURANTE (hereinafter referred to as the "Benefactor"), hereby agree as follows:

W I T N E S S E T H:

WHEREAS, the Town is a residential community located along the Gulf of Mexico; and

WHEREAS, the Town wishes to afford its residents recreational and cultural opportunities; and

WHEREAS, the Benefactor is desirous of improving the quality of life for the Town's residents; and

WHEREAS, the Benefactor wishes to donate a sum of money for the enhancement of the quality of life for the Town's residents; and

WHEREAS, the Town wishes to accept with gratitude the sums offered by the Benefactor.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. The Town shall improve the real property it presently owns at 5450-5490 and 5550-5568, Gulf of Mexico Drive, known as the "Ansel" property, in accordance with the conceptual plan attached hereto and incorporated herein. The conceptual plan basically describes the development of a botanical park on the north property

located at 5550-5568 Gulf of Mexico Drive to be utilized for passive recreation, and the utilization of the rear section of the south property located at 5450-5490 Gulf of Mexico Drive for future development. The funds donated herein shall be utilized for improvements of the property for purposes of establishing the botanical park and its associated trails, and bayside piers and walkways, and other improvements as described herein, including a suitable building.

2. Additional uses of the south parcel will be determined by the Town.

3. Upon receipt of the first donation designated hereunder, the properties referenced in Paragraph 1 shall be known in perpetuity as the Joan M. Durante Community Park, provided all donations as described hereunder are made. Promptly, the Town shall place suitable plaques on the designated property reflecting it as the Joan M. Durante Community Park.

4. Any funds remaining from the improvements described above are to be held in trust by the Town for purposes of providing additional capital improvements to the park that shall include a welcome center and potentially a cultural community center.

5. The welcome center shall, at a minimum, be a facility designed and built to the general superior architectural standards of Longboat Key. Such center shall provide information concerning the Joan M. Durante Community Park and shall house an oil portrait of Joan M. Durante when donated by the benefactor. The Town shall

proceed with all deliberate speed in all respects in the development of the park and completion of the welcome center.

6. The Town shall conduct all studies it deems appropriate for purposes of determining what cultural community center might be constructed. If the Town develops a cultural community center, it shall be known as the Joan M. Durante Cultural Community Center.

7. A Cultural Community Center is herein defined as being a building for the purposes of enhancing the quality of life of the citizens of the Town of Longboat Key. Rather than to attempt to describe what sort of building would meet those needs with specificity as to use, size or height, it is recognized by the parties that it is impossible to precisely afford a structural definition of what that facility would be. This definition is intended to be very broad to meet the needs and wants of the community. It is the spirit of this document to recognize that the Joan M. Durante Community Park will include some structural facilities which will add to the recreational and cultural activities of the Town, as further described herein and will be of the highest quality architectural standards.

8. The Benefactor shall donate \$100,000 by December 31, 1993, to the Town to be held in a special interest-bearing account to accomplish the purposes recited herein. The Town shall dispense those funds as it deems it appropriate to accomplish the purposes described herein. Said donation shall be qualified under the Internal Revenue Code, Section 501(c). Appropriate written proof of same shall be delivered to the Benefactor.

RECORDER'S MEMO: Legibility of writing, typing, or
printing for reproductive purpose may be unsatisfactory in
this document when received.

** OFFICIAL RECORDS **
BOOK 2699
PAGE 1160

9. The Benefactor shall, on or before December 31, 1994, donate \$125,000 to the Town to be held in a special interest-bearing account to accomplish the purposes recited herein. The Town shall dispense those funds as it deems it appropriate to accomplish the purposes described herein. Said donation shall be qualified under the Internal Revenue Code, Section 501(c). Appropriate written proof of same shall be delivered to the Benefactor.

10. The Benefactor shall, on or before December 31, 1995, donate \$125,000 to the Town to be held in a special interest-bearing account to accomplish the purposes recited herein. The Town shall dispense those funds as it deems it appropriate to accomplish the purposes described herein. Said donation shall be qualified under the Internal Revenue Code, Section 501(c). Appropriate written proof of same shall be delivered to the Benefactor.

11. The Benefactor shall, on or before December 31, 1996, donate \$150,000 either to the Town or any designee of the Town which is a not-for-profit corporation qualified under the Internal Revenue Code, Section 501(c).

12. The obligations recited herein for the Benefactor shall bind his heirs and assigns and, should the Benefactor predecease the obligations recited herein, the total of said funds shall be the debt of his estate and shall be satisfied forthwith upon appointment of the personal representative and no later than 60 days from the appointment of the personal representative.

IN WITNESS WHEREOF, the parties have executed this Agreement
on the 30th day of DECEMBER, 1993.

The "Town"
TOWN OF LONGBOAT KEY

The "Benefactor"
JAMES P. DURANTE

By James P. Brown
Mayor JAMES P. BROWN

James P. Durante

Witnesses as to the Town:
Robert G. Drohlich Robert Drohlich
Albert Green Albert Green

Witnesses as to
the Benefactor
Robert Farber Robert Farber
Ralph Hunter Ralph Hunter

ATTEST:
Norma Celentano
Town Clerk (Deputy)
Norma Celentano

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 30th
day of DECEMBER 1993, by JAMES P. BROWN who is personally
known to me or who has produced _____, as
identification and who ~~did~~ (did not) take an oath and who
acknowledged before me that he executed the same for the purposes
therein expressed on behalf of the Town of Longboat Key.

Patrizia L. Arends
NOTARY PUBLIC
Typed Name: PATRIZIA L. ARENDS
Commission Expires: _____
Commission No.: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: March 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

State of Florida

County of Sarasota

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Patrizia L. Arends
NOTARY PUBLIC

Typed Name: PATRIZIA L. ARENDS

Commission Expires: _____

Commission No. _____

NOTARY PUBLIC, STATE OF FLORIDA.
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BONDED THRU NOTARY PUBLIC UNDERWRITERS.

** OFFICIAL RECORDS **
BOOK 2699
PAGE 1162

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IN WITNESS WHEREOF, the parties have executed this Agreement on the 30th day of DECEMBER, 1993.

The "Town"

The "Benefactor"

TOWN OF LONGBOAT KEY

JAMES P. DURANTE

By James P. Brown
Mayor JAMES P. BROWN

James P. Durante

Witnesses as to the Town:

Witnesses as to the Benefactor

Robert G. Drohlich Robert Drohlich
Albert Green Albert Green

Robert Farber Robert Farber
Ralph B. Hunter Ralph Hunter

ATTEST:

Norma Celentano
Town Clerk (Deputy)
Norma Celentano

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me this 30th day of DECEMBER 1993, by JAMES P. BROWN who is personally known to me or who has produced _____, as identification and who ~~did~~ (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of the Town of Longboat Key.

Patrizia L. Arends
NOTARY PUBLIC
Typed Name: PATRIZIA L. ARENDS
Commission Expires: _____
Commission No.: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: March 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me this 30th day of DECEMBER 1993, by JAMES P. DURANTE, who is personally known to me or who has produced _____, as identification and who did (did not) take an oath.

Patrizia L. Arends

NOTARY PUBLIC

Typed Name: PATRIZIA L. ARENDS

Commission Expires: _____

Commission No.: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: March 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Prepared By:
DAVID D. DAVIS, ESQUIRE
Davis, Persson, Smith & Darnell
2033 Main Street, Suite 406
Sarasota, FL 34237

6450
192500
110000

Receipt #: 000000340095-02
Doc Stamp-Mort : 1925.00
Intang. Tax : 1100.00
Karen E. Rushing, Sarasota Co.
By: *[Signature]* D.C.

** OFFICIAL RECORDS **
BOOK 2699
PAGE 1153

REAL ESTATE MORTGAGE

THIS MORTGAGE is made between **JAMES P. DURANTE**, (hereinafter "Borrower"), and **THE TOWN OF LONGBOAT KEY**, a municipal corporation organized under the laws of the State of Florida, (hereinafter "Lender"). The terms "Borrower" and "Lender" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns.

The Borrower to secure an obligation payable to the Lender evidenced by an "Agreement Re: Joan M. Durante Community Park" and "First Amendment to Agreement Re: Joan M. Durante Community Park", (hereinafter "AGREEMENT as amended"), in the principal amount of FIVE HUNDRED FIFTY THOUSAND AND NO/100 (\$550,000.00), a copy of which is attached hereto as Exhibit "A", hereby mortgages to Lender the following property in the County of Sarasota, State of Florida, described as:

Unit A-103 Sanctuary II at Longboat Key Club, a condominium according to the Declaration of Condominium recorded in Official Records Book 2175, Pages 336 through 387, inclusive and amendments thereto, and as per plat thereof recorded in Condominium Book 28, Pages 25, 25-A through 25-G, inclusive, of the Public Records of Sarasota County, Florida.

Borrower, as a material inducement to Lender, hereby represents, covenants and agrees:

1. The Borrower is in actual possession of and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is homestead; that said property is free from all liens and encumbrances; that Borrower fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.

2. To pay all money required by said AGREEMENT, as amended, promptly when due.

3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on the properties, this Mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Lender may pay it without waiving the option to foreclose this Mortgage or pursue any other right hereunder.

Return to: *[checkmark]* DAVID D. DAVIS, P.A.
2033 Main Street, #406
Sarasota, FL 34237
427

4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Lender because of any default by Borrower under this Mortgage and the AGREEMENT, as amended, or either.

5. To continue to keep the improvements now or hereafter on the properties insured against loss by USF&G Homeowners Policy #HOM306525440-04 with its current coverage limits and deductible. If any money becomes payable under such policy, Lender may apply the same to the payments last due on the debts secured hereby or may permit Borrower to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Borrower fails to obtain such policy, Lender may procure it and pay therefor without waiving the option to foreclose this Mortgage or any other right hereunder.

6. To permit, commit or suffer no waste, impairment or deterioration of the property or any part thereof.

7. That if the properties, or any parts thereof, are taken by eminent domain, Lender shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Borrower to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this Mortgage. If the remaining part of either properties is inadequate security for the unpaid balance of the debt, Lender may accelerate payment thereof.

8. That if Lender shall hold another mortgage or lien on the property, a default under such other mortgage or lien shall constitute a default under this Mortgage also. Any default under this Mortgage shall likewise constitute a default under such other Mortgage or lien. If foreclosure proceedings under any other mortgage or lien (whether held by Lender or another) affecting the property are instituted, this shall constitute a default under this Mortgage.

9. That Lender may forbear to enforce defaults under this Mortgage and the AGREEMENT, as amended, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of the property in all respects pertaining to this mortgage and AGREEMENT, as amended, or either, without notice to or the consent of any person liable under this mortgage and the note, or either, and without discharging or affecting the liability of any person liable under this Mortgage and the AGREEMENT, as amended, or either.

10. That the rents, profits, income, issues and revenues of the property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Lender to demand and receive and apply them upon the debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage, or to determine the validity or priority thereof, Lender shall be entitled to appointment of a receiver without notice for the property and all rents, income,

profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of the property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Lender without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Borrower.

11. That if any dispute arises involving the AGREEMENT, as amended, and this Mortgage, or either, wherein Lender incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Lender wherein Lender is made a party, all expenses incurred by Lender to prosecute or defend the rights created by this Mortgage and the AGREEMENT, as amended, or either, together with reasonable attorney's fees (including appellate proceedings) shall be paid by Borrower.

12. That if any money secured hereby is not fully paid within sixty (60) days of its due date pursuant to the terms of the AGREEMENT, as amended, or if any covenant or agreement of the AGREEMENT, as amended, and this Mortgage, or either, is breached, Lender shall have the option to accelerate payment of the entire principal without notice. Time is of the essence of this Mortgage. Any payment made by Lender under Paragraphs 3, 4, 5 or 11 shall bear interest at rate of 12% per annum from the date of payment and shall be secured by this Mortgage. No waiver of or failure to enforce any default or obligation under this Mortgage and the AGREEMENT, as amended, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this Mortgage and the AGREEMENT, as amended, the terms of this mortgage shall prevail.

13. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

IN WITNESS WHEREOF, Borrower has signed this Mortgage on the 29th day of December, 1994.

Norma Celentano
Name: Norma Celentano

James P. Durante
JAMES P. DURANTE
565 Longboat Key Club Road, #A-103
Longboat Key, Florida

Donald Franklin
Name: Donald Franklin

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing Mortgage was acknowledged before me, by **JAMES P. DURANTE**, this 29th day of December, 1994, who is personally known to me ~~or who has produced~~ _____ as identification.

Donna H. Spencer
Notary Public, State of Florida
Typed Name Donna H. Spencer
Commission No. CC 173482
Commission Expires: 1-12-96



FATIC 443



Policy No. FA-36- 043573

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its By-Laws.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY



The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments

for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured

the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured

First American Title Insurance Company

FATIC-431

SCHEDULE A

Agent's File No.: AA9412071

Policy No. FA-36-043573

Date of Policy: December 30, 1994 at 03:50 PM Amount of Insurance: \$550,000.00

1. Name of Insured:

TOWN OF LONGBOAT KEY FLORIDA, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

JAMES P. DURANTE

4. The insured mortgage and assignments thereof, if any, are described as follows:

Mortgage from JAMES P. DURANTE in favor of TOWN OF LONGBOAT KEY FLORIDA, A MUNICIPAL CORPORATION ORGANIZED dated December 29, 1994 and recorded December 30, 1994, in O.R. Book 2699, Page 1153, of the Public Records of SARASOTA County, Florida, securing the principal sum of \$550,000.00.

5. The land referred to in this Policy is in the State of Florida, County of SARASOTA, and described as follows:

UNIT A-103, SANCTUARY II AT LONGBOAT KEY CLUB, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2175, PAGES 336 THROUGH 387, INCLUSIVE, AND AMENDMENTS THERETO, AND AS PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 28, PAGES 25, 25A THROUGH 25G, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

DAVIS, PERSSON, SMITH & DARNELL

By: 

Authorized Signatory

First American Title Insurance Company

FATIC-432

SCHEDULE B

Agent's File No.: AA9412071

Policy No. FA-36-043573

Part I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: Exceptions Numbered 1 through 6 Above are Hereby Deleted

7. Subject to taxes for the year 1995, and subsequent years which are not yet due and payable. Tax ID#11-08-1003; 1994 gross amount \$6,534.67. 1994 taxes are paid.
8. Covenants Relating to Longboat Club Road recorded in O.R. Book 529, Page 716, as amended in O.R. Book 838, Page 32 and O.R. Book 1287, Page 183, Public Records of Sarasota County, Florida. Assignment of Developer's Rights recorded in O.R. Book 1974, Page 2908, of said records.
9. Non-exclusive perpetual easement granted to Florida Power and Light Company in O.R. Book 566, Page 222 of the Public Records of SARASOTA County, Florida.
10. Nonexclusive perpetual easements along Longboat Club Road and Sands Point Road given to Longboat Utility Co., Inc., to construct, operate and maintain underground facility for transmission and distribution of treated, potable water and for collection and transmission of sewerage in O. R. Book 572, Page 544 of the Public Records of SARASOTA County, Florida. These easements were assigned to the Town of Longboat Key by Assignment recorded in O.R. Book 933, Page 668, of said records.
11. Declaration of Restrictions and Covenants for Gulf Front Properties of Arvida Corporation, Jerome Ansel and Lou Flanzer located on Longboat Key, Sarasota County, Florida, recorded in O.R. Book 1254, Page 1328, Public Records of SARASOTA County, Florida, establishing Coastal Construction Control Line and restrictions applicable thereto. Assignment of Developer's Rights, recorded in O.R. Book 1974, Page 2908, of said records.

See Attached Schedule B Part 1 Continued

First American Title Insurance Company

Schedule B Part 1

12. Declaration of Maintenance Covenants and Restrictions on The Commons for Longboat Key Club recorded in O.R. Book 1314, Page 1834, Public Records of Sarasota County, Florida. Assignment of Developer's Rights recorded in O.R. Book 1974, Page 2908, of said records.
13. Declaration of Protective Covenants recorded in O.R. Book 816, Page 900, Public Records of Sarasota County, Florida. Agreement regarding restrictions recorded in O.R. Book 1649, Page 6, of said records.
14. Subject to any and all residual royalty rights of Coastal Petroleum Company or its assigns, resulting from any agreements with the Trustees of the Internal Improvement trust Fund of Florida.
15. Riparian and/or littoral rights are not guaranteed or insured. Title to no portion of the property lying below ordinary high water mark will be insured, nor accretion or fill.
16. Rights, if any, of the public to use as a public beach or recreational area any part of the land lying between the body of water abutting the insured premises and the natural line of vegetation, the most extreme high water line or other apparent boundary line, separating the publicly used area from the upland private area.
17. Coastal Construction Set-back line as set forth in O. R. Book 1258, Page 2048, amended in O.R. Book 2102, Page 2632.
18. Those restrictions as Exhibit "B" to that certain Special Warranty Deed recorded in O.R. Book 1640, Page 1306, Public Records of Sarasota County, Florida. Assignment of Reserved Rights Relating to Real Property recorded in O.R. Book 1974, Page 2911, of said records.
19. Memorandum of Covenants recorded in O.R. Book 1640, Page 1336, Public Records of Sarasota County, Florida.
20. Resolution No. 80-21, adopted by the Town of Longboat Key recorded in O.R. Book 1947, Page 1532, Public Records of Sarasota County, Florida.
21. Resolution No. 88-06, adopted by the Town of Longboat Key recorded in O.R. Book 2035, Page 1979, Public Records of Sarasota County, Florida.
22. Resolution No. 88-14, adopted by the Town of Longboat Key recorded in O.R. Book 2048, Page 1093, Public Records of Sarasota County, Florida.

See Attached Schedule B Part 1 Continued

First American Title Insurance Company

Schedule B Part 1

23. The following are appurtenant to the property described in Schedule A: Easement Deed and Agreement between ARVIDA/JMB PARTNERS, A FLORIDA GENERAL PARTNERSHIP AND MORRIS RICHTER, as Trustee under Deed recorded in O.R. Book 1913, Page 1356, Public Records of Sarasota County, Florida recorded in O.R. Book 2046, Page 1140, and Easement Deed and Agreement between ARVIDA/JMB PARTNERS, A FLORIDA GENERAL PARTNERSHIP, and MORRIS RICHTER, as Trustee under Deed recorded in O.R. Book 1913, Page 1356, Public Records of Sarasota County, Florida recorded in O.R. Book 2069, Page 935, of said records.
24. Declaration of Restrictions and Covenants recorded in O.R. Book 2155, Page 1018, of the Public Records of SARASOTA County, Florida.
25. Easement granted to Storer Cable TV of Florida, Inc. in O. R. Book 2131, Page 2261 of the Public Records of SARASOTA County, Florida.
26. Resolution 89-22 amending the outline development plan and land intensity schedule for Longboat Key Club gulf planned development (GPD) zoning district, The Sanctuary, recorded in O.R. Book 2131, Page 2679, Public Records of Sarasota County, Florida.
27. Covenants, conditions, restrictions, liens, easements, terms and other provisions, including assessments and approval of sale or lease, contained in Declaration of Condominium for Sanctuary II at Longboat Key Club recorded in O.R. Book 2175, Page 336, and amendments thereto, of the Public Records of SARASOTA County, Florida.
28. Temporary Easement Agreement for in favor of Sarasota County, Florida recorded in O.R. Book 2177, Page 2568, Public Records of Sarasota County, Florida. Consent and Agreement recorded in O.R. Book 2191, Page 2757, of said records.
29. Sewer Easement granted to Town of Longboat Key in O. R. Book 2174, Page 2552 of the Public Records of SARASOTA County, Florida.
30. Water Easement granted to Town of Longboat key in O. R. Book 2174, Page 2554 of the Public Records of SARASOTA County, Florida.
31. Declaration of Covenants and Restrictions for the Sanctuary at Longboat Key Club recorded in O.R. Book 2175, Page 286, Public Records of Sarasota County, Florida.

NOTE: ALL REFERENCES CITED ARE RECORDINGS IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

The following Florida approved Endorsements are incorporated into and made a part of this Policy:

CONDOMINIUM

(ALTA 4)

See Attached Schedule B Part 1 Continued

First American Title Insurance Company

Schedule B Part 1

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you.

A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints:
1-800-929-7186.

Office hours will be from 8:30 a.m. through 5:30 p.m., Monday through Friday.

No. 1
Issued by

First American Title Insurance Company

Agent's File No.: AA9412071

Attached to Policy No. FA- 36-043573

The Company insures the insured against loss or damage sustained by reason of:

- 1) The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
- 2) The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
- 3) Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 4) The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.
- 5) The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
- 6) Any obligation to remove any improvements which exist at Date of Policy because of any present encroachment or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
- 7) The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its By-Laws.

Dated this 30th day of December, 19 94.

First American Title Insurance Company

DAVIS, PERSSON, SMITH & DARNELL

(Insert above line name of Agent)

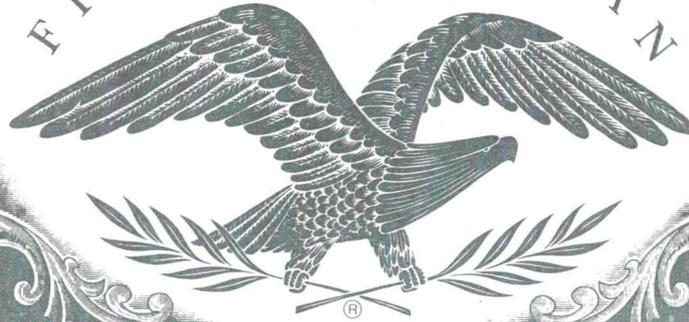
By: *[Signature]*
Authorized Signatory



By: *Parker S. Kennedy* President

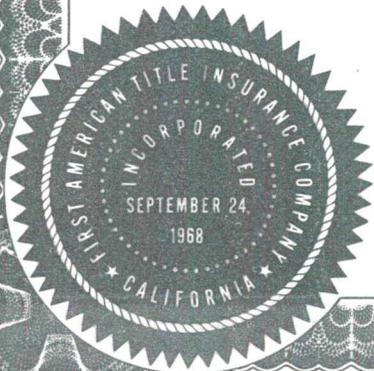
Attest: *William C. Ziegler* Secretary

FIRST AMERICAN



First American Title Insurance Company

**POLICY
OF
TITLE
INSURANCE**



corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) the Amount of Insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in

(v) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1 (a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1 (a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fee only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 114 East Fifth Street, Santa Ana, California 92701.

agt 017

FATIC-200 (6-89)



COMMITMENT FOR TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the Effective Date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B-I and B-II have been attached hereto.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date".

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Ameson* SECRETARY



agt 017

FATIC-200 (6-89)



COMMITMENT FOR TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the Effective Date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

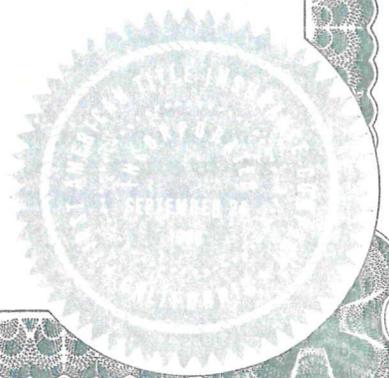
This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B-I and B-II have been attached hereto.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date".

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Amerson* SECRETARY



STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Item 4 of Schedule B-I hereof and to the following general exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B-I and Schedule B-II hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim, or other matter, the Company at its option may amend Schedule B-I and/or Schedule B-II of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B-II or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

First American Title Insurance Company

FATIC-201 (Rev. 9-78)

SCHEDULE A

Agent's File No.: AA9412071

Date Issued: December 13, 1994 at 02:00 PM

Date Effective: December 7, 1994 at 08:00 AM

2. Policy or Policies to be issued: Amount of Policy: \$ 0.00
(a) A.L.T.A. Owner's Policy (10/17/92) (with Florida Modifications)

Proposed Insured:

- (b) A.L.T.A. Loan Policy (10/17/92) Amount of Policy: \$ 550,000.00
(with Florida Modifications)

Proposed Insured: TOWN OF LONGBOAT KEY FLORIDA, A MUNICIPAL CORPORATION
ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

3. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate or interest designated as follows:

Fee Simple

4. Title to the estate or interest in the land described or referred to in this Commitment are covered herein (and designated as indicated in No. 3 above) is, at the effective date hereof, vested in:

JAMES P. DURANTE

5. The land referred to in this Commitment is in the State of Florida, County of SARASOTA and described as follows:

UNIT A-103, SANCTUARY II AT LONGBOAT KEY CLUB, A CONDOMINIUM
ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL
RECORDS BOOK 2175, PAGES 336 THROUGH 387, INCLUSIVE, AND
AMENDMENTS THERETO, AND AS PER PLAT THEREOF RECORDED IN
CONDOMINIUM BOOK 28, PAGES 25, 25A THROUGH 25G, INCLUSIVE, OF
THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

DAVIS, PERSSON, SMITH & DARNELL

By: 
Authorized Signatory

First American Title Insurance Company

FATIC-202 (Rev. 9-78)

SCHEDULE B-1 (Requirement)

Agent's File No.: AA9412071

The following are the requirements to be complied with:

1. Payment to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed, that contractor, subcontractor, labor and materialmen are all paid in full.
4. Instruments insurable form which must be properly executed, delivered and duly filed for record:
 - a. Mortgage from JAMES P. DURANTE, marital status or joined by spouse, if married, or non-homestead recital, in favor of TOWN OF LONGBOAT KEY FLORIDA, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, securing the principal amount of \$550,000.00, encumbering the property described herein.
 - b. Continuous Marriage Affidavit in recordable form stating that JAMES P. DURANTE and JOAN M. DURANTE were continuously married from December 31, 1990 through the date of death of JOAN M. DURANTE.
 - c. We will require written proof from the Homeowners/ Condo Association that all assessments as to the unit are paid current.

First American Title Insurance Company

FATIC-203 (Rev. 10/92)

SCHEDULE B-II (Exceptions)

Agent's File No.: AA9412071

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Subject to taxes for the year 1995, and subsequent years which are not yet due and payable. Tax ID#11-08-1003; 1994 gross amount \$6,534.67. 1994 taxes are paid.
9. Covenants Relating to Longboat Club Road recorded in O.R. Book 529, Page 716, as amended in O.R. Book 838, Page 32 and O.R. Book 1287, Page 183, Public Records of Sarasota County, Florida. Assignment of Developer's Rights recorded in O.R. Book 1974, Page 2908, of said records.
10. Non-exclusive perpetual easement granted to Florida Power and Light Company in O.R. Book 566, Page 222 of the Public Records of SARASOTA County, Florida.
11. Nonexclusive perpetual easements along Longboat Club Road and Sands Point Road given to Longboat Utility Co., Inc., to construct, operate and maintain underground facility for transmission and distribution of treated, potable water and for collection and transmission of sewerage in O. R. Book 572, Page 544 of the Public Records of SARASOTA County, Florida. These easements were assigned to the Town of Longboat Key by Assignment recorded in O.R. Book 933, Page 668, of said records.

See attached Schedule B Part 2 Continued

First American Title Insurance Company

Schedule B Part 2 Continued

12. Declaration of Restrictions and Covenants for Gulf Front Properties of Arvida Corporation, Jerome Ansel and Lou Flanzer located on Longboat Key, Sarasota County, Florida, recorded in O.R. Book 1254, Page 1328, Public Records of SARASOTA County, Florida, establishing Coastal Construction Control Line and restrictions applicable thereto. Assignment of Developer's Rights, recorded in O.R. Book 1974, Page 2908, of said records.
13. Declaration of Maintenance Covenants and Restrictions on The Commons for Longboat Key Club recorded in O.R. Book 1314, Page 1834, Public Records of Sarasota County, Florida. Assignment of Developer's Rights recorded in O.R. Book 1974, Page 2908, of said records.
14. Declaration of Protective Covenants recorded in O.R. Book 816, Page 900, Public Records of Sarasota County, Florida. Agreement regarding restrictions recorded in O.R. Book 1649, Page 6, of said records.
15. Subject to any and all residual royalty rights of Coastal Petroleum Company or its assigns, resulting from any agreements with the Trustees of the Internal Improvement trust Fund of Florida.
16. Riparian and/or littoral rights are not guaranteed or insured. Title to no portion of the property lying below ordinary high water mark will be insured, nor accretion or fill.
17. Rights, if any, of the public to use as a public beach or recreational area any part of the land lying between the body of water abutting the insured premises and the natural line of vegetation, the most extreme high water line or other apparent boundary line, separating the publicly used area from the upland private area.
18. Coastal Construction Set-back line as set forth in O. R. Book 1258, Page 2048, amended in O.R. Book 2102, Page 2632.
19. Those restrictions as Exhibit "B" to that certain Special Warranty Deed recorded in O.R. Book 1640, Page 1306, Public Records of Sarasota County, Florida. Assignment of Reserved Rights Relating to Real Property recorded in O.R. Book 1974, Page 2911, of said records.
20. Memorandum of Covenants recorded in O.R. Book 1640, Page 1336, Public Records of Sarasota County, Florida.
21. Resolution No. 80-21, adopted by the Town of Longboat Key recorded in O.R. Book 1947, Page 1532, Public Records of Sarasota County, Florida.
22. Resolution No. 88-06, adopted by the Town of Longboat Key recorded in O.R. Book 2035, Page 1979, Public Records of Sarasota County, Florida.
23. Resolution No. 88-14, adopted by the Town of Longboat Key recorded in O.R. Book 2048, Page 1093, Public Records of Sarasota County, Florida.

See attached Schedule B Part 2 Continued

First American Title Insurance Company

Schedule B Part 2 Continued

24. The following are appurtenant to the property described in Schedule A: Easement Deed and Agreement between ARVIDA/JMB PARTNERS, A FLORIDA GENERAL PARTNERSHIP AND MORRIS RICHTER, as Trustee under Deed recorded in O.R. Book 1913, Page 1356, Public Records of Sarasota County, Florida recorded in O.R. Book 2046, Page 1140, and Easement Deed and Agreement between ARVIDA/JMB PARTNERS, A FLORIDA GENERAL PARTNERSHIP, and MORRIS RICHTER, as Trustee under Deed recorded in O.R. Book 1913, Page 1356, Public Records of Sarasota County, Florida recorded in O.R. Book 2069, Page 935, of said records.
25. Declaration of Restrictions and Covenants recorded in O.R. Book 2155, Page 1018, of the Public Records of SARASOTA County, Florida.
26. Easement granted to Storer Cable TV of Florida, Inc. in O. R. Book 2131, Page 2261 of the Public Records of SARASOTA County, Florida.
27. Resolution 89-22 amending the outline development plan and land intensity schedule for Longboat Key Club gulf planned development (GPD) zoning district, The Sanctuary, recorded in O.R. Book 2131, Page 2679, Public Records of Sarasota County, Florida.
28. Covenants, conditions, restrictions, liens, easements, terms and other provisions, including assessments and approval of sale or lease, contained in Declaration of Condominium for Sanctuary II at Longboat Key Club recorded in O.R. Book 2175, Page 336, and amendments thereto, of the Public Records of SARASOTA County, Florida.
29. Temporary Easement Agreement for in favor of Sarasota County, Florida recorded in O.R. Book 2177, Page 2568, Public Records of Sarasota County, Florida. Consent and Agreement recorded in O.R. Book 2191, Page 2757, of said records.
30. Sewer Easement granted to Town of Longboat Key in O. R. Book 2174, Page 2552 of the Public Records of SARASOTA County, Florida.
31. Water Easement granted to Town of Longboat key in O. R. Book 2174, Page 2554 of the Public Records of SARASOTA County, Florida.
32. Declaration of Covenants and Restrictions for the Sanctuary at Longboat Key Club recorded in O.R. Book 2175, Page 286, Public Records of Sarasota County, Florida.

NOTE: ALL REFERENCES CITED ARE RECORDINGS IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

First American Title Insurance Company

FATIC-700
(REV. 8/87)

ENDORSEMENT

No. 1

ISSUED BY:

First American Title Insurance Company

Attached to and forming part
of Commitment

Agent's File No.: AA9412071
DURANTE/REFI

Note: Endorsement (s) 4.0 will be attached to the final policy.

ALL OTHER ITEMS REMAIN IN FULL FORCE AND EFFECT.

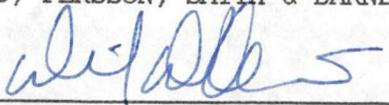
This endorsement is made a part of the commitment and is subject to all terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsements, nor does it extend the effective date of the commitment and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate seal to be hereunto affixed and these present to be signed in facsimile under authority of its By-Laws.

Dated this 19th day of December, 1994

DAVIS, PERSSON, SMITH & DARNELL

By: 
Authorized Signatory

STANDARD EXCEPTIONS FOR OWNER'S POLICY

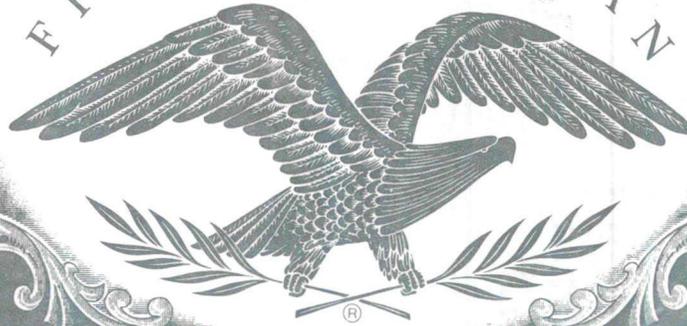
The owner's policy will be subject to the mortgage, if any, noted under item one of Item 4 of Schedule B-I hereof and to the following general exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

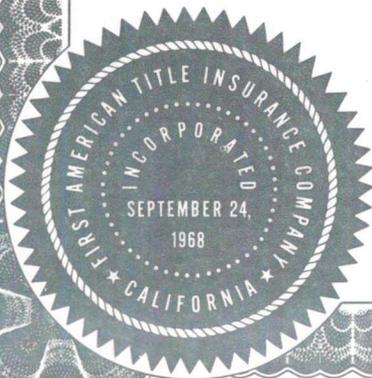
1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B-I and Schedule B-II hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim, or other matter, the Company at its option may amend Schedule B-I and/or Schedule B-II of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B-II or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

FIRST AMERICAN



First American Title Insurance Company

COMMITMENT
FOR
TITLE
INSURANCE



MEMORANDUM

JD

DATE: JANUARY 17, 2002

TO: BRUCE F. ST. DENIS, TOWN MANAGER
FROM: T.O. SULLIVAN, FINANCE DIRECTOR
SUBJECT: JAMES DURANTE DONATION SCHEDULE

We should all wish Mr. Durante a healthy, prosperous, and extended longevity.

In 1993 he offered to donate \$500,000 to the Town to create the Joan M. Durante Park; several years later he committed another \$250,000 as matching funding for an expanded project in the park; and most recently he added another \$250,000 toward a matching grant for an environmental project in the park.

Thus, his total commitment has risen to \$1,000,000 (which has been secured into the future). As of December 31, 2001, Mr. Durante has paid a total of \$550,000; the balance of \$450,000 will be paid in \$50,000 annual installments paid in December of each year. The final payment will be in December of 2010.

Mr. & Mrs. James P. Durante
565 Sanctuary Drive, A103
Longboat Key, FL 34228

December 28, 1993

Town Commission
Town of Longboat Key

cc: Town Commission
Town Manager
Town Clerk - file
Press
Other _____

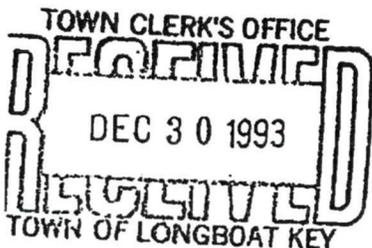
Madam: Sirs:

Upon completion of the Joan M. Durante Community Park building, I request that my oil painting of Joan be exhibited therein in perpetuity in a prominent place with suitable lighting.

At the time of such placement full title to said painting shall be deemed to be transferred to the Town of Longboat Key.

Very truly yours,

James P. Durante



James P. Durante
565 Longboat Club Road
Longboat Key, Florida 34228
(941) 383-5265

June 25, 2003

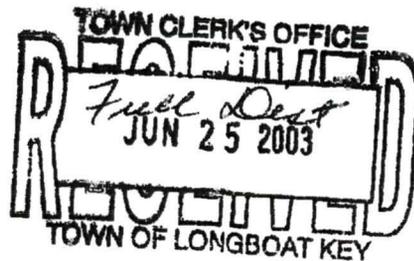
The too much discussed modified agreement with the Town Commission has resulted in no meeting of the minds in spite of the good faith efforts by both parties. Merely a difference of opinion exists. Consequently, the parties are in the posture that prevailed previously.

Perhaps in the future with another Commission and Park Representatives a clarification will be accomplished, if needed. In the meantime the parties will resume functioning in harmony.

And the love for the Joan M Durante Park residing in so many Longboat Key residents will continue. Enjoy!

Joan Durante

cc Com Hal Boudel, Jeremy Whatabrough, Ron Johnson, Ken Legler, Joan Webster and Tom Mgr Bruce St Denis and Town Atty David Perrow Esq.





TOWN OF
LONGBOAT KEY

Incorporated November 14, 1955

*Comm Park
chron*

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

January 5, 1994

Mr. James P. Durante
565 Sanctuary Drive, A103
Longboat Key, FL 34228

Re: Agreement re. Joan M. Durante Community Park

Dear Mr. Durante:

Enclosed herewith please find a copy of the fully executed agreement on the referenced subject being submitted to you for your personal file. Attached to the agreement is a copy of the Conceptual Plan prepared for the Joan M. Durante Community Park.

Again, Mr. Durante, on behalf of the Town Commission and citizens of Longboat Key, please accept our thanks for your very generous contribution to the community. We will coordinate with you periodically throughout the development of the park.

Yours truly,

Griff H. Roberts
Town Manager

GHR/dhs

cc: Town Commission
David Persson, Town Attorney
Dan Gaffney, Planning, Zoning & Building Director
Len Smally, Public Works Director
Steve Schield, Parks and Environmental Officer