

This instrument prepared by and return to:
William C. Robinson, Jr., Esquire
Blalock Walters, P.A.
802 11th St. W.
Bradenton, FL 34205



**FIRST AMENDMENT TO THE PERFORMANCE SECURITY AND SUBDIVISION
IMPROVEMENTS AGREEMENT**

**THIS FIRST AMENDMENT TO THE PERFORMANCE SECURITY AND
SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Amendment") is made and entered
into this 12th day of October, 2010 by and between **MANATEE COUNTY**, a
political subdivision of the State of Florida whose address is 1112 Manatee Avenue West,
Bradenton, Florida 34205, hereinafter referred to as ("**COUNTY**") and **PULTE HOME
CORPORATION**, a Michigan corporation, whose address is 3810 Northdale Blvd, Suite 100,
Tampa, Florida 33624 hereinafter referred to as ("**PULTE**").

WITNESSETH:

WHEREAS, on October 21, 2008 the County and Pulte entered into the Performance
Security and Subdivision Improvements Agreement (the "Performance Agreement"); and

WHEREAS, On April 27, 2010 the County and Pulte entered into the Agreement for
Payment in Lieu of Construction of Required Improvements (the "Payment in Lieu Agreement"),
which provided that Pulte would pay the County to complete the improvements for the
Northbound left turn lanes on Erie Road between Woodland Circle and 69th Street East, as
required per the Revised and Restated Development Agreement for Harrison Ranch (LDA-01-
03(R)) (the "Development Agreement"); and

WHEREAS, Pulte remitted the payment to the County as required per the Payment in Lieu Agreement; and

WHEREAS, Pulte and the County seek to amend certain deadlines provided in the Performance Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **Recitals True and Correct**: The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Amendment to Deadlines in Section 3 of the Performance Agreement**. The improvement deadlines provided for in sections 3.A and 3.C of the Performance Agreement are amended to reflect a deadline of April 17, 2011. As agreed between the County and Pulte in the Payment in Lieu Agreement and virtue of the payment by Pulte to the County, there is no further requirement for the completion of improvements by Pulte as provided for in section 3.B of the Performance Agreement.

3. **Amendment to the Legal Description of the Performance Agreement**. Exhibit "A" to the Agreement is hereby amended to reflect a new legal description, which is provided on Exhibit "1," which is attached hereto and incorporated herein.

4. **Development Agreement Unaffected**. Except as specifically provided for herein, this Amendment shall not be construed to modify the rights of either party nor revise any of the terms or conditions set forth in the Development Agreement.

5. **Modification**. Any modifications to this Amendment or the Agreement shall be in writing, duly executed by both parties.

6. **Successors in Interest**. This Amendment shall be binding upon and shall inure to the successors and assigns of the parties hereinabove named.

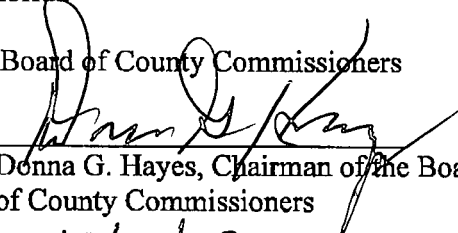
7. **Recordation and Release.** This Amendment shall be recorded in the official records of the County at in the expense of the Pulte, and shall run with the land as an encumbrance that is legally binding upon Pulte, its successors and assigns unless and until released pursuant to the Agreement.

8. **Amendment.** All other provisions of the Agreement non inconsistent herewith are ratified and confirmed. In the event that any of the terms of this Amendment are inconsistent with the terms of the Agreement, this Amendment shall control.

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

MANATEE COUNTY, FLORIDA,
a political subdivision of the State
of Florida

By: Board of County Commissioners

By: 
Donna G. Hayes, Chairman of the Board
of County Commissioners

Date: 10/12/10

ATTEST:

R.B. SHORE, Clerk of the Circuit Court

By: 
Deputy Clerk



WITNESSES:

Lester V
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PULTE HOME CORPORATION,
a Michigan corporation

By: *Matthew J. O'Brien*

Printed Name: Matthew J. O'Brien

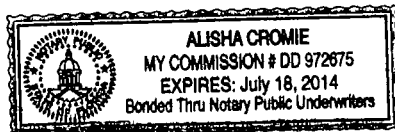
Title: Attorney-In-Fact

Date: 10-4-10

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of Oct, 2010, by [name of officer or agent] Matthew J. O'Brien, as Attorney-In-Fact [title] of **PULTE HOME CORPORATION**, a Michigan Corporation, on behalf of the Corporation. He/she is personally known to me or who has produced _____ as identification and did not take an oath.



(Seal)

Alisha Cromie

Notary Public, State of Florida

Print Name: Alisha Cromie

EXHIBIT "A"

Harrison Ranch, Phase IIA, as per plat recorded in Plat Book 51, Page 80 of the Public Records of Manatee County, Florida (Lots 477-495; 531-599; 600-609 and 1032-1113).

AND

Harrison Ranch, Phase IIB as per plat recorded in Plat Book 51, Page 123 of the Public Records of Manatee County, Florida (Lots 610-767; 769; 771-72; 774; 776; 778-783; 785-882; 884-885; 889-932 and 934-1031).

Clerk of the Circuit Court - Manatee County
R.B."Chips" Shore
P.O. Box 25400 Bradenton FL 34206
Visit our website: "www.manateeclerk.com"

RETURN TO QUANTANA - BOARD RECORDS

RECEIPT
#1 of #1

Thank You - Rec.# 420154219 -

420154219

Case No: 2010 RC 000010 - 2010 RC 000010

Blk./Pg./Doc.# 2356/6674/2050030

2356/6670/2050030

10/21/2010 15:52:43

CHE067

RECORDING CASH BOOK

CHECK/HONEY

10106

44.00

ORDER

Total

44.00

Receipt(s) Amount

44.00

Change

0.00

AR PAYOR: Book# Page#
DOC TYPE: AGR CALC AMOUNT: \$0.00
PAGES: 5 FILE#
Receipt: 420154219 10/21/10 3:26PM By: FGERNs

CODE	RECEIPT DESC.	FUND	ACCOUNT	QTY	FEES
R	RECORDING TRUST	199	000000341150	0	3.00
R	RECORDING FEES	001	000000341100	0	21.00
R	CLERK CT TECH FUND	199	000000341160	0	9.50
R	FL ASSOC COURT CLERK	001	000000208911	0	0.50
R	BD OF COUNTY COMM	001	000000208912	0	10.00



RECEIPT TOTAL: \$44.00

GRAND TOTAL: \$44.00

Receipt#

420154219 thru 420154219

OFFICE HOURS *****8:30 AM - 5:00 PM

"Pride in Service with a Vision to the Future"

THIS RECEIPT MUST BE VALIDATED BY CENTRAL CASHIERING

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

4

SUBJECT	Amendment to Performance Security and Subdivision Improvements Agreement for Harrison Ranch	TYPE AGENDA ITEM	Consent
DATE REQUESTED	October 12, 2010	DATE SUBMITTED/REVISED	October 4, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Expiration of Agreement and Project Security
DEPARTMENT/DIVISION	Public Works/Fiscal Services	AUTHORIZED BY TITLE	Ron Schulhofer Director, Public Works <i>for Sue Sandhoff</i>
CONTACT PERSON TELEPHONE/EXTENSION	Sue Sandhoff, ext. 7354	PRESENTER/TITLE TELEPHONE/EXTENSION	Sue Sandhoff, Fiscal Oper. Div. Mgr., ext. 7354
ADMINISTRATIVE APPROVAL 			
ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Approve and execute amendment to Performance Security and Subdivision Agreement for Harrison Ranch with Pulte Homes.			
ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Land Development Code Section 722.3			
BACKGROUND/DISCUSSION			
See Page 2			
COUNTY ATTORNEY REVIEW			
Check appropriate box			
<input checked="" type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Available from Attorney (Attorney's initials: <u>BC</u>)		
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Proposed Agreement Amendment		Please record and provide two signed, executed originals to Sue Sandhoff, Public Works Fiscal Services Division.	
COST:	N/A	SOURCE (ACCT # & NAME):	N/A
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

BACKGROUND/DISCUSSION:

- On October 21, 2008, the Board of County Commissioners approved and executed a Performance Security and Subdivision Improvements Agreement for Harrison Ranch with Pulte Homes. A seven-year extension in time was permitted to complete improvements for the project, subject to maintaining adequate performance security to secure the construction of the required improvements. In consideration of this request, Pulte Homes agreed to complete certain improvements by a time certain, which would result in the improvements being constructed earlier than required by the Development Agreement. These improvements are:
 1. Complete construction of Harrison Ranch Boulevard from the community park to the project entrance on Erie Road no later than October 21, 2010, which would complete Harrison Ranch Boulevard from US 301 to Erie Road.
 2. Complete the project entrance on Erie Road no later than October 21, 2010.
 3. Complete northbound left turn lanes on Erie Road between Woodland Circle and 69th Street East no later than April 21, 2010, subject to agency permitting.
- Pulte Homes provided a cash contribution in the amount of \$380,287.50, in May 2010, as payment in lieu of construction for item #3, completion of the northbound left turn lanes.
- Pulte Homes met with Public Works staff to discuss the status of the required improvements. Due to project delays, in part attributed to weather conditions, Pulte Homes requested an extension to the completion requirement for the construction of item #1, Harrison Ranch Boulevard and item #2, the project entrance. The Public Works Department recommends a six-month extension, requiring completion of said improvements by April 17, 2011.
- The construction effort for the required improvements has commenced, and Pulte Homes has indicated that the improvements to Harrison Ranch Boulevard are approximately 10% complete.
- Pulte Homes has been proactive in presenting and coordinating the proposed amendment to the agreement, and has provided adequate documentation to support the continuation of the performance security to secure the construction of the required improvements.