

**FIRST AMENDMENT TO SILVERLEAF
LOCAL DEVELOPMENT AGREEMENT**

This **FIRST AMENDMENT TO SILVERLEAF LOCAL DEVELOPMENT AGREEMENT** ("First Amendment") is made and entered into this ____ day of _____, 2012, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (the "County") and **MML I, LLC**, a Florida Limited Liability Company and **PGCI IV, LLC**, a Florida Limited Liability Company, whose address is 8210 Lakewood Ranch Blvd, Bradenton, Florida 34202, (the "Applicant").

WITNESSETH:

WHEREAS, County and Applicant are parties to that certain Silverleaf Local Development Agreement, dated June 3, 2010, as recorded in OR Book 2341, Page 5667, of the Public Records of Manatee County, Florida (the "LDA"), which LDA concerns a 264± acre parcel of real property located in Manatee County and generally bounded by Old Tampa Road to the south, Chin Road to the east, US 301 to the north, and an existing FPL Easement to the west (the "Project Site"), the complete legal description for which is attached hereto as Exhibit "A"; and

WHEREAS, the Applicant has applied for general development plan approval from Manatee County pursuant to Application No. PDR-11-14 (G), to allow single family detached residential units to be constructed on the Project Site (the "Project"), and

WHEREAS, the parties desire to amend the LDA to make certain that it remains consistent with the general development plan approved pursuant to Application No. PDR-11-14 (G), all as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants 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. **Description of Development Uses.** The Project shall be developed to include seven hundred thirty two (732) single family detached residential units.
3. **Change To General Development Plan.** All other references to "preliminary site plan" in the LDA shall be replaced with "general development plan", reflecting the replacement of PDR-05-06 (Z) (P) with PDR-11-14 (G) concurrently with the approval of this First Amendment.
4. **Description of Development Uses.** The first sentence of Paragraph 2 of the LDA is hereby amended in its entirety to read as follows:

“2. **Description of Development Uses.** The Project shall be developed including the following components:

* Seven hundred and thirty two (732) single family detached units.”

5. **Department Change.** All references in the LDA to the “Planning Department” of the County shall be replaced with “Building and Development Services Department”, reflecting organizational changes to the County.

6. **Extended CLOS.** Paragraph 8 of the LDA is amended in its entirety to read as follows:

A CLOS for the Project with an expiration date of eight (8) years from the date of issuance of the CLOS shall be issued for the public facilities and services covered by this Development Agreement, including exclusively transportation, recreation/open space, solid waste, and storm water. Said CLOS shall be conditioned upon the Applicant complying with the terms of this Development Agreement. Developer must apply for issuance of the CLOS prior to expiration of the approved general development plan for the Project. Provided, in no event however, shall the CLOS extend later than June 10, 2023. A CLOS for public school facilities, potable water and sanitary sewer facilities and services shall be issued separately with the Final Site Plan, subject to Applicant satisfying the requirements of the Comprehensive Plan.

7. **Recording of this First Amendment.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the “Clerk”) shall record this First Amendment in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution by all parties. Applicant shall bear the expense of recording this First Amendment.

8. **Conflict.** In the event of any conflict between the terms, provisions and conditions of this First Amendment or the LDA, the terms, provisions and conditions of this First Amendment shall control.

9. **Severability.** In the event any term or provision of this terms, provisions and conditions of this First Amendment shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this terms, provisions and conditions of this First Amendment; provided, however, if any term or provision of this terms, provisions and conditions of this First Amendment is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

10. **Integration.** This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this First Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no

modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document executed with the same formality and of equal dignity herewith.

11. **Parties Drafted Equally.** The County and Applicant agree that both parties have played an equal and a reciprocal part in drafting the terms, provisions and conditions of this First Amendment. Therefore no provision of this terms, provisions and conditions of this First Amendment shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

12. **Notices.** All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

To Applicant: PGC I IV, LLC
MML I, LLC
8210 Lakewood Ranch Blvd.
Bradenton, Florida 34202
Attn: Patrick K. Neal

With a Copy to: Edward Vogler II, Esq.
Vogler Ashton, PLLC
2411 - A Manatee Avenue West
Bradenton, Florida 34205

To County: Director, Planning Department
Manatee County
P.O. Box 1000
Bradenton, FL 34206

With Copies to: County Administrator
Manatee County
P.O. Box 1000
Bradenton, FL 34206

County Attorney
Manatee County
P.O. Box 1000
Bradenton, FL 34206

13. **Effective Date.** This First Amendment shall become effective immediately upon the occurrence of all the following:

(A) Adoption and approval of the general development plan by the Board of County Commissioners;

(B) The recordation of a fully executed original of this First Amendment in the public records of Manatee County, Florida, as provided in Paragraph 4 hereof;

(C) The expiration of any and all appeal periods for any challenge to the approval of the general development plan or this First Amendment; and

(D) Thirty (30) days have expired since a copy of this First Amendment has been received by the State Land Planning Agency as required pursuant to Section 163.3239, Florida Statutes, and Section 518 of the LDC and as evidenced by the notice recorded pursuant to Paragraph 18 hereof.

14. **Termination.** The LDA and this First Amendment shall automatically terminate and expire upon the occurrence of the first of the following:

(A) The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of the LDA and this First Amendment.

(B) The expiration of twenty (20) years from the effective date of this Agreement, as defined in Paragraph 9 above.

(C) The revocation of the LDA and this First Amendment by the Board in accordance with Section 163.3235, Florida Statutes, and Section 518 of the LDC.

(D) The execution of a written agreement by all parties, or their successors in interest, providing for the cancellation and termination of the LDA and this First Amendment.

15. **No Other Amendment.** All other provisions of the LDA shall be unaffected by this First Amendment, and shall remain in full force and effect.

WHEREFORE, the parties hereto have executed this Agreement as of the sate set forth above.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: J.R. Chappie
Chairman

Date: 3/13/12

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

By: R.B. Shore
Deputy Clerk



PGCI IV, LLC
a Florida Limited Liability Company

By: [Signature]
Name: Patrick K Neal
Title: Managing Member
Date: 1/12/2011

WITNESSES:
[Signature]
Signature
PRISCILLA G. HEIM

Print Name

[Signature]
Signature
SHERRY S. DODDEMA

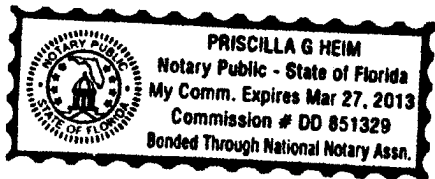
Print Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12th day of Jan, 2012, by Patrick K Neal as Managing Member of PGCI IV, LLC, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: PRISCILLA G. HEIM

(Seal)



MML I, LLC
a Florida Limited Liability Company

By: [Signature]

Name: PATRICK NEAL

Title: MANAGING MEMBER

Date: JAN 11 2012

WITNESSES:

[Signature: Priscilla G Heim]
Signature

PRISCILLA G. HEIM

Print Name

[Signature: Sherry S Doddema]
Signature

SHERRY S. DODDEMA

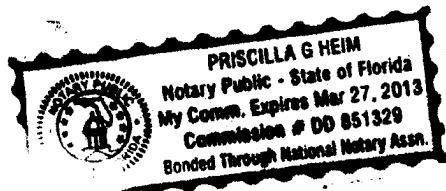
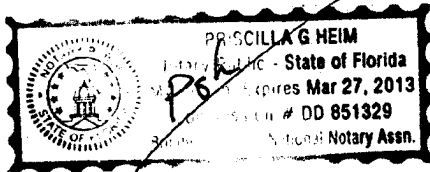
Print Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12th day of Jan, 2012, by PATRICK K NEAL as Managing Member of MML I, LLC, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

[Signature: Priscilla G Heim]
Notary Public, State of Florida
Print Name: PRISCILLA G. HEIM

(Seal)



DESCRIPTION (prepared by certifying surveyor):

A tract of land lying in Section 1, Township 34 South, Range 18 East, and Section 6, Township 34 South, Range 19 East, Manatee County, Florida and described as follows:

BEGIN at a 4-inch by 4-inch concrete monument found at the south 1/4 corner of said Section 1 and referenced in Florida Department of Environmental Protection Certified Corner Reference document #27800; thence N.00°02'09"E. along the east line of the west 1/2 of said Section 1, also along the east line of the 330-foot-wide Florida Power and Light easement recorded in Official Records Book 497, Pages 282-283 of the Public Records of Manatee County, Florida, a distance of 2,986.67 feet to the southwest corner of the tract of land recorded in Official Records Book 1656, Page 7239 of said Public Records; thence S.89°57'22"E. along the south line of said tract of land recorded in Official Records Book 1656, Page 7239, a distance of 399.98 feet; thence N.00°01'53"E. along the east line of said tract of land recorded in Official Records Book 1656, Page 7239, a distance of 556.32 feet; thence S.50°27'50"E., a distance of 241.80 feet; thence S.77°46'51"E., a distance of 135.54 feet; thence N.90°00'00"E., a distance of 47.05 feet; thence N.60°16'12"E., a distance of 216.79 feet; thence N.29°43'48"W., a distance of 175.00 feet; thence N.60°16'12"E., a distance of 234.61 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.30°24'09"E., a radial distance of 110.00 feet; thence easterly along the arc of said curve, through a central angle of 60°07'57", an arc length of 115.45 feet to the end of said curve; thence N.60°16'12"E., a distance of 175.40 feet to the point of curvature of a curve to the right having a radius of 85.00 feet and a central angle of 29°43'48"; thence easterly along the arc of said curve, an arc length of 44.11 feet to the end of said curve; thence N.90°00'00"E., a distance of 46.89 feet to the point of curvature of a curve to the right having a radius of 250.00 feet and a central angle of 02°47'04"; thence easterly along the arc of said curve, an arc length of 12.15 feet to the end of said curve; thence S.00°00'00"E., along a line not tangent to the previously described curve, a distance of 230.24 feet; thence S.45°00'00"E., a distance of 94.44 feet; thence S.90°00'00"E., a distance of 227.07 feet; thence N.00°00'00"E., a distance of 314.18 feet to the point of curvature of a curve to the left having a radius of 790.00 feet and a central angle of 29°43'48"; thence northerly along the arc of said curve, an arc length of 409.92 feet to the end of said curve; thence N.29°43'48"W., a distance of 25.00 feet; thence N.74°43'48"W., a distance of 141.42 feet; thence N.29°43'48"W., a distance of 25.00 feet to a point on the southeasterly right-of-way line of U.S. Highway 301, also known as State Road 43 (150-foot-wide public right-of-way as recorded in Florida State Road Department Right-of-Way Map Section No. 1302-(104) 202); thence N.60°16'12"E. along said southeasterly right-of-way line of U.S. Highway 301, a distance of 320.00 feet; thence S.29°43'48"E., a distance of 25.00 feet; thence S.15°16'12"W., a distance of 141.42 feet; thence S.29°43'48"E., a distance of 25.00 feet to the point of curvature of a curve to the right having a radius of 910.00 feet and a central angle of 29°43'48"; thence southeasterly along the arc of said curve, an arc length of 472.18 feet to the end of said curve; thence S.00°00'00"W., a distance of 72.34 feet; thence N.90°00'00"E., a distance of 262.60 feet; thence S.00°08'25"W., a distance of 229.48 feet; thence S.89°51'35"E., a distance of 408.86 feet; thence N.45°08'25"E., a distance of 212.19 feet to the west line of the northwest 1/4 of Section 6; thence N.00°08'25"E., along said west line of the northwest 1/4 of Section 6, also partially along the easterly line of the tract of land described in the Indenture recorded in Official Records Book 2073, Page 5905 of said Public Records, a distance of 1,316.44 feet to a point on the abovementioned southeasterly right-of-way line of U.S. Highway 301, also to the northeasterly corner of said tract of land recorded in Official Records

Book 2073, Page 5905 (the following ten calls are along the northerly line of said tract of land recorded in Official Records Book 2073, Page 5905); (1) thence N.60°16'12"E., along said southeasterly right-of-way line of U.S. Highway 301, a distance of 298.00 feet to the easterly corner of the tract of land described in the Quit Claim Deed recorded in Official Records Book 2199, Pages 2318-2320 of said Public Records (the following nine (a-i) calls are along the southerly line of said tract of land described in the Quit Claim Deed recorded in Official Records Book 2199, Pages 2318-2320); (2)(a) thence S.29°43'48"E., a distance of 325.00 feet; (3)(b) thence N.60°16'12"E., a distance of 77.00 feet; (4)(c) thence S.89°43'48"E., a distance of 132.79 feet; (5)(d) thence S.29°43'48"E., a distance of 80.00 feet; (6)(e) thence N.60°16'12"E., a distance of 20.00 feet; (7)(f) thence S.29°43'48"E., a distance of 50.00 feet to the point of curvature of a curve to the left having a radius of 100.00 feet and a central angle of 90°00'00"; (8)(g) thence easterly along the arc of said curve, an arc length of 157.08 feet to the end of said curve; (9)(h) thence N.60°16'12"E., a distance of 487.42 feet; (10)(i) thence N.89°42'04"E., a distance of 38.73 feet to the northeast corner of said tract of land recorded in Official Records Book 2073, Page 5905, also being a point on the west maintained right-of-way line of Chin Road (variable width public right-of-way) as recorded in Manatee County Road Plat Book 1, Page 105 and in accordance with the Boundary Line Agreement recorded in Official Records Book 1731, Page 1952 of said Public Records (the following two calls are along said west maintained right-of-way line of Chin Road); (1) thence S.00°17'37"E., along the easterly line of said tract of land recorded in Official Records Book 2073, Page 5905, a distance of 973.67 feet to the southeast corner of said tract of land recorded in Official Records Book 2073, Page 5905; (2) thence S.00°03'54"E., a distance of 1,899.42 feet to the intersection of said west maintained right-of-way line of Chin Road and the north right-of-way line of Old Tampa Road (84-foot-wide public right-of-way in this location) as recorded in Official Records Book 1190, Pages 1916-1920, also as recorded in Official Records Book 1947, Pages 5714-5716 both of the abovementioned Public Records; (the following two calls are along said north right-of-way of Old Tampa Road); (1) thence N.89°12'20"W., a distance of 206.60 feet to the point of curvature of a curve to the left having a radius of 442.00 feet and a central angle of 20°13'11"; (2) thence westerly along the arc of said curve, an arc length of 155.98 feet to the end of said curve; thence N.04°44'15"W., along a line not tangent to the previously described curve, a distance of 244.27 feet; thence S.82°56'36"W., a distance of 830.89 feet; thence S.45°07'06"W., a distance of 1,003.20 feet; thence S.06°46'03"E., a distance of 707.18 feet to the northwesterly maintained right-of-way of Old Tampa Road (variable width public right-of-way as recorded in Official Records Book 1947, Pages 5701-5704 of said Public Records); (the following 18 calls are along said northwesterly maintained right-of-way of Old Tampa Road); (1) thence S.49°47'07"W., a distance of 185.49 feet; (2) thence S.48°04'06"W., a distance of 36.86 feet; (3) thence S.49°16'09"W., a distance of 97.02 feet; (4) thence S.49°58'55"W., a distance of 111.82 feet; (5) thence S.50°02'28"W., a distance of 123.71 feet; (6) thence S.57°33'53"W., a distance of 77.56 feet; (7) thence S.58°21'24"W., a distance of 119.05 feet; (8) thence S.57°41'29"W., a distance of 73.83 feet; (9) thence S.56°39'17"W., a distance of 110.53 feet; (10) thence S.58°32'05"W., a distance of 90.70 feet; (11) thence S.62°21'39"W., a distance of 106.25 feet; (12) thence S.60°26'20"W., a distance of 99.45 feet; (13) thence S.65°24'13"W., a distance of 98.62 feet; (14) thence S.66°33'03"W., a distance of 75.14 feet; (15) thence S.73°21'31"W., a distance of 127.68 feet; (16) thence S.78°14'38"W., a distance of 100.56 feet; (17) thence S.80°40'02"W., a distance of 100.90 feet; (18) thence S.85°14'18"W., a distance of 83.46 feet to the south line of the southeast 1/4 of the abovementioned Section 1; thence N.89°24'21"W. along said south line of the southeast 1/4 of Section 1; thence

N.89°24'21"W., along said south line of the southeast 1/4 of Section 1, a distance of 585.80 feet to the POINT OF BEGINNING.

Said tract contains 11,471,526 square feet or 263.3500 acres, more or less.