

THIS IS THE BEST

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 1000 N. W. 10th St
 Suite 1000
 Ft. Lauderdale, FL 33304

EXHIBIT "B-1"
 Revised Phasing Schedule
 Page 1 of 2

Improvement Description	Completion Date
A. Staff Recommendation 13) Construct one (1) bus pullout bay on Lyons Road, commencing 80-feet south of the north plat limits, with a 60-foot entrance taper, 60 feet of storage and a 36-foot exit taper.	Prior to issuance of any Certificates of Occupancy within Phase 1 as illustrated on Exhibit A-1.
B. Staff Recommendation 15) – Partial – The removal of all existing driveways adjacent to Phase 1 that are in locations which are not consistent with the approved openings in the non-vehicular access line and the construction of curb, gutter and sidewalk in these openings when necessary to complete the required improvement.	Prior to issuance of any Certificates of Occupancy within Phase 1 as illustrated on Exhibit A-1.
C. Staff Recommendation 15) – Partial – The removal of all existing driveways adjacent to Phase 2 that are in locations which are not consistent with the approved openings in the non-vehicular access line and the construction of curb, gutter and sidewalk in these openings when necessary to complete the required improvement.	Prior to issuance of any Certificates of Occupancy within Phase 2 as illustrated on Exhibit A-1.
D. Staff Recommendation 16) A southbound right turn lane on Lyons Road at the 100-foot opening with 150 feet of storage* and 100 feet of transition. At North of Entrance	Prior to issuance of any Certificates of Occupancy within Phase 1 as illustrated on Exhibit A-1.
E. Staff Recommendation 17) A southbound right turn lane on Lyons Road at Wiles Road with 300 feet of storage* and 200 feet of transition.	Prior to issuance of any Certificates of Occupancy within Phase 2 as illustrated on Exhibit A-1.
F. Staff Recommendation 18) – Partial – Sidewalk construction along Lyons Road north of the project entrance.	Prior to Issuance of any Certificates of Occupancy within Phase 1 as illustrated on Exhibit A-1.
G. Staff Recommendation 18) – Partial – Sidewalk construction along Lyons Road south of the project entrance.	Prior to issuance of any Certificates of Occupancy within Phase 2 as illustrated on Exhibit A-1, or within 90 days of written notice from County that the sidewalk is required for a school walk route, whichever first occurs.

EXHIBIT "B-1"
 Revised Phasing Schedule
 Page 2 of 2

Improvement Description	Completion Date
H. Staff Recommendation 19) An 8-foot wide by 60-foot long expanded sidewalk for the bus landing pad on Lyons Road commencing 140 feet south of the north plat limits, along the 60-foot storage portion of the bus bay.	Prior to issuance of any Certificates of Occupancy within Phase 1 as illustrated on Exhibit A-1.
I. Staff Recommendation 20) An 8-foot wide by 60-foot long expanded sidewalk for the bus landing pad on Wiles Road commencing 100 feet west of the east plat limits.	Prior to issuance of any Certificates of Occupancy within Phase 2 as illustrated on Exhibit A-1.
J. Staff Recommendation 23) Any necessary modifications to the existing traffic signal at the intersection of Wiles Road and Lyons Road to provide for the required improvements.	Prior to issuance of any Certificates of Occupancy within Phase 2 as illustrated on Exhibit A-1.
K. Staff Recommendation 24) The developer shall be responsible for the cost of relocating or replacing existing communication conduit/interconnect on Lyons Road and Wiles Road that may be damaged by the construction of driveways, sidewalks, turn lanes, or other improvements.	As required for installation of the above improvements
L. Staff Recommendation 26) All pavement markings shall be THERMOPLASTIC. Pavement markings and signing materials shall be fully reflectorized with high intensity materials.	As required for installation of the above improvements

Return recorded copy to:

Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:
Brooke Tully
Lennar Homes, LLC % Land Division
730 NW 107th Ave. 4th floor
Miami, FL 33172

INSTR # 108143823
OR BK 45883 Pages 1752 - 1763
RECORDED 08/16/08 11:38:04
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1025
#1, 12 Pages

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AMENDMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

**AMENDMENT TO
REQUIRED IMPROVEMENTS AGREEMENT**

This is an Amendment to an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

ABC Times Three, LLC and Lennar Homes, LLC, hereinafter referred to as "DEVELOPER," its successors and assigns.

WHEREAS, DEVELOPER's Project, hereinafter referred to as the "Project," was approved by the COUNTY on September 12, 2008, Development Management Division File No. 070-MP-04, and is described in EXHIBIT "A" attached hereto and incorporated herein; and

WHEREAS, the parties subsequently entered into a Required Improvements Agreement which is recorded in Official Records Book 43781, Page 121, of the Public Records of Broward County, Florida, hereinafter referred to as "AGREEMENT"; and

WHEREAS, on August 12, 2008, COUNTY approved a request by the DEVELOPER to amend the property areas within the map and/or the required improvements as described in EXHIBIT "A-1" and EXHIBIT "B-1"; NOW, THEREFORE,

CAF#451
03/30/06 Revised

Approved EOC 8/12/08 #2
Submitted By HCED
RETURN TO DOCUMENT CONTROL



IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. PLEASE CHECK THE APPROPRIATE SECTION(S) BELOW.

[✓] Exhibit "A" of the existing AGREEMENT is hereby amended to include a revised map attached hereto as EXHIBIT "A-1."

[✓] Exhibit "B" of the existing AGREEMENT is hereby deleted in its entirety and replaced by an amended required improvements attached hereto as EXHIBIT "B-1."

[] The amount in Paragraph _____ of the existing AGREEMENT is hereby amended to read: \$ _____.

3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

Lennar Homes, LLC C/o Broward Land

730 NW 107th Ave. 4th floor

Miami, FL 33172

4. RECORDATION. DEVELOPER agrees that this Amendment to Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.

5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights



hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.

6. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Amendment to Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
7. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
8. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
9. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
10. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Amendment and the existing Agreement.
11. **ASSIGNMENT AND ASSUMPTION.** DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
12. Except as amended herein, all other terms and conditions of the existing AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the 12th day of August, 2008 and DEVELOPER, through its duly authorized representative to execute same.

COUNTY

ATTEST:

R.H. Bissard
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida



BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By [Signature]
Mayor

13 day of August, 2008

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney

2 day of June, 2008



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses:

Bulley
(Signature)
Print name: Bulley
Juan Ponce
(Signature)
Print name: JUAN DOMINGUEZ

Lennar Homes, LLC

Name of Developer (corporation/partnership)

By: [Signature]
(Signature)
Print name: Ray Melendi
Title: Vice President
Address: 730 NW 107th Ave 4th floor
Miami, FL 33172

8 day of April, 2008

ATTEST (if corporation):

[Signature]
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Sandy Chen



ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

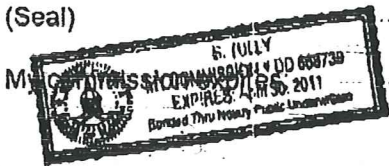
STATE OF Florida)
) SS.
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 8th day of April, 2008 by Ray Melendi, as Vice President of Lennar Homes, LLC, a Florida corporation/partnership, on behalf of the

corporation/ partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____

(Seal)



NOTARY PUBLIC:

Bulley
Print name:



MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

[Signature]
(Signature)
Print name: Myrtha Becker
[Signature]
(Signature)
Print name: Paula J. Musso

Wachovia Bank, N.A., a National Banking Association
Name of Mortgagee (corporation/partnership)

By [Signature]
(Signature)
Print name: Philip Lyew
Title: Director
Address: 1 East Broadway Blvd 3rd floor
Fort Lauderdale, FL 33301

10 day of Apr. 1, 2008

ATTEST (If corporation):

[Signature] (CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: D. Bruce Naertman



ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 10 day of April, 2008 by Philip Lyew as Director of Wachovia National, a National corporation/partnership, on behalf of the corporation/partnership. He or she is:

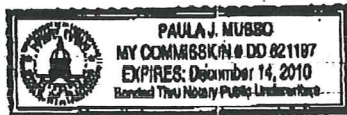
personally known to me, or
 produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

My commission expires:

[Signature]
Print name: Paula J. Musso



CAF#451
03/30/08 Revised

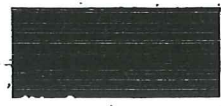


EXHIBIT "A"
(Legal Description)

Tracts 1, 13 and 14 in Block 89, Palm Beach Farms Company Plat No. 3, according to the Plat thereof, as recorded in Plat Book 2, Pages 45 through 54, of the public records of Palm Beach County, Florida, less and except the east 25 feet of said Tracts 1 and 14.

Also Now Known As:

PALOMA LAKES PLAT according to the plat thereof as recorded in Plat Book 176, Page 171 of the public records of Broward County, FL.

