

This Instrument Prepared By  
 Daniel J. Perka, Esquire  
 Return to University Title Services  
 14400 Covenant Way  
 Lakewood Ranch, FL 34202

### **FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT**

This FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (this "**Amendment**") is made as of the 13<sup>th</sup> day of OCTOBER, 2015, by and among **PULTE HOME CORPORATION**, a Michigan corporation ("**Pulte**"), and **SLV II CCE VENTURE, LP**, a Delaware limited partnership ("**SLV**").

### **WITNESSETH:**

A. Pulte and SLV entered into that certain Reciprocal Easement Agreement (the "**Agreement**") dated December 1, 2014 that was recorded in Book 2548 at Page 2907 of the Official Records of Manatee County, Florida.

B. SLV and Pulte wish to amend the Agreement as set forth below.

C. Lakewood Ranch Golf Company, LLC ("**Golf Company**") joins in this Amendment for the limited purpose of consenting to the execution of this Amendment by Pulte and SLV.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Modification**. The Agreement is amended by adding the following text as new Section 22:

"22. **Partial Termination**. Pulte intends to construct an access point from the Pulte Property to The Masters Avenue. When said access point is operational for vehicular traffic, the SLV Access Easement for residents of the SLV Property to transit the Pulte Property shall terminate and the Pulte Access Easement for residents of the Pulte Property to transit the SLV Property shall be reduced so that access shall only be provided to Pulte Property residents who are members of the Club."

2. **Terminology**. Any capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

3. **No Other Changes; Counterparts**. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement remain in full force and effect as written. This Amendment may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first set forth above.

**WITNESSES:**

Naomi Robertson  
 Print Name: Naomi Robertson  
Jeff Holman  
 Print Name: JEFF HOLMAN

**PULTE HOME CORPORATION,**  
 a Michigan corporation

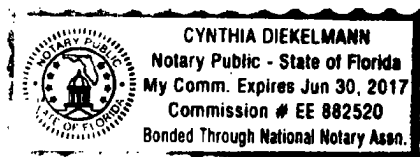
By: [Signature]  
 Name: Brian Vaneley  
 Title: VP Finance

THE STATE OF FLORIDA §  
 COUNTY OF Lee §


The foregoing instrument was acknowledged before me on the 9 day of October, 2015, by Brian Vaneley as VP Finance of Pulte Home Corporation, a Michigan corporation, on behalf of such corporation. He is personally known to me or has provided a current driver's license as identification.

[Signature]  
 Notary Public

My commission expires: 6-30-17




**WITNESSES:**

  
 Print Name: Lori E. Joyce

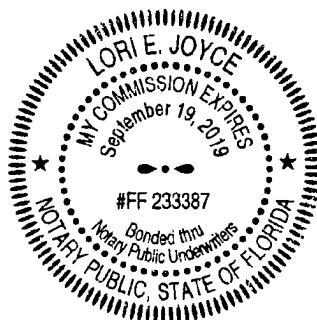
  
 Print Name: Tracy Griffith

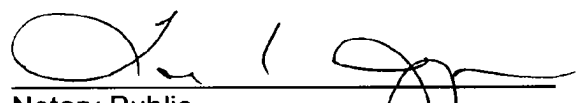
**SLV II CCE VENTURE, LP,**  
 a Delaware limited partnership

By:   
 Name: Michael Maser  
 Title: Authorized Signatory

THE STATE OF FLORIDA      §  
    §  
 COUNTY OF Manatee      §

The foregoing instrument was acknowledged before me on the 13 day of October, 2015, by Michael Maser as Authorized Signatory of SLV II CCE Venture, LP, a Delaware limited partnership on behalf of such limited partnership. (S)He is personally known to me or has provided a current driver's license as identification.



  
 Notary Public  
 My commission expires: 9/19/19

CONSENT

Lakewood Ranch Golf Company, LLC hereby consents to the execution of this Amendment by SLV and Pulte.

Witnesses:

*[Signature]*  
Name: DANIEL J. PERKA

*[Signature]*  
Name: Deborah S. Byrd

LAKEWOOD RANCH GOLF COMPANY, LLC  
By its sole Member  
SMR Recreation Properties, LLC  
By its sole Member  
Schroeder-Manatee Ranch, Inc

By: *[Signature]*  
Anthony Chiofalo, Vice President

THE STATE OF FLORIDA      §  
   §  
COUNTY OF MANATEE      §

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of OCTOBER, 2015, by ANTHONY CHIOFALO as VICE PRESIDENT of Schroeder-Manatee Ranch, Inc., as Member of SMR Recreation Properties, LLC, as sole Member of Lakewood Ranch Golf Company, LLC, on behalf of the company. (S)He is personally known to me or has provided a current driver's license as identification.

*[Signature]*  
Notary Public      **Deborah A. Cooper**

My commission expires: \_\_\_\_\_



CONSENT OF MORTGAGEE

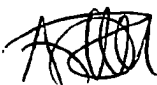
THE NORTHERN TRUST COMPANY, an Illinois banking corporation, successor by merger to NORTHERN TRUST, NA is the Mortgagee under that certain Mortgage and Security Agreement recorded in Official Record Book 2094, Page 2194 as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents recorded in Official Record Book 2290, Page 1651, as modified by that certain Modification and Bifurcation of Promissory Note, Mortgage and Loan Documents, recorded in Official Record Book 2301, Page 2595, as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents recorded in Official Record Book 2373, Page 5099, as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents recorded in Official Record Book 2398, Page 2475, as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents and Spreader Agreement recorded in Official Record Book 2425, Page 1269, and as modified by that certain Modification of Promissory Note, Mortgage and Loan Documents recorded in Official Record Book 2436, Page 4426, as subsequently modified by that certain Modification of Promissory Note, Mortgage and Loan Documents recorded in Official Record Book 2484, Page 79, all being recorded in the Public Records of Manatee County, Florida; and described therein.

For good and valuable consideration in hand paid by the record owner of said real property, receipt and sufficiency of which is hereby acknowledged, said Mortgagee hereby consents to the execution and recording of the foregoing First Amendment Reciprocal Easement Agreement.

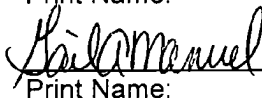
DATED, THIS 13th DAY OF October, 2015.

WITNESSES:

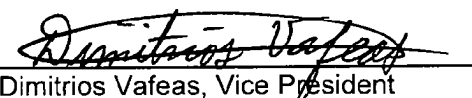
THE NORTHERN TRUST COMPANY, an  
Illinois banking corporation, successor by merger to  
NORTHERN TRUST, NA



Print Name: ANGELA O'DONNELL

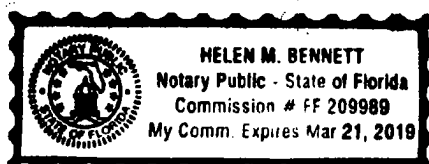
 Gail A. Manuel


Print Name:

By:   
Dimitrios Vafeas, Vice President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13th day of October, 2015, by Dimitrios Vafeas as Vice President of The Northern Trust Company, an Illinois banking corporation, successor by merger to Northern Trust, NA, on behalf of the bank, he/she is personally known to me or has provided a current driver's license as identification.



  
NOTARY PUBLIC  
Print Name: Helen M. Bennett  
Commission Exp. March 21, 2019  
Commission No.: 209989