

PREPARED BY AND TO BE RETURNED TO:
Rachael L. Greenstein, Esquire
Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764
(727) 536-8003

AMENDMENT TO AGREEMENT CONCERNING EASEMENTS

THIS AMENDMENT TO AGREEMENT CONCERNING EASEMENTS (this "Amendment") is made by **DiVentures, LLC**, a Minnesota limited liability company authorized to do business in Florida ("DiVentures"), whose address is 410 Main Avenue East, Gaylord, Minnesota, 55334, **Bent Pine Community Association, Inc.**, a Florida not-for-profit corporation (the "Association"), whose address is 5770 Bent Pine Drive, Vero Beach, Florida 32967, and **Bent Pine Golf Club, Inc.**, a Florida not-for-profit corporation (the "Club"), whose address is 6001 Club House Drive, Vero Beach, Florida 32967, and joined and consented to by the **Bent Pine Preserve Homeowners Association, Inc.**, a Florida not for profit corporation ("**BPP Association**") as of the Amendment Effective Date (as defined in Section 3 below). DiVentures, the Association and the Club are sometimes together referred to herein as "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement Concerning Easements effective as of May 9, 2019, as recorded in Official Records Book 3207, Page 251, of the Public Records of Indian River County, Florida (the "**Agreement**"), and desire to amend certain provisions thereof as set forth herein;

NOW, THEREFORE, in consideration of the mutual proposes set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree and state as follows:

1. Section 12(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

Covenants Running with the Land; Assignment; Binding Effect. Subject to the terms of this Agreement, the rights and burdens created hereby shall constitute covenants running with the land, binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns as to the Easement Areas and the DiVentures Property, Association Property, BPCA Declaration Property (to the extent set forth herein), and Club Property, as applicable. For purposes of this Agreement, the Parties acknowledge that a portion of the Club's Property is undeveloped land which is subject to future development and sale (the "**Developable Land**"), and the Parties agree that the Club's successors and assigns expressly include, without limitation, any and all future residential developers that acquire all or a portion of the Developable Land for development (together with their successors and assigns, "**Future Developer**"), including, without limitation, any association(s) formed to govern such residential community developed within all or a portion of the Developable Land (together with its successors and assigns "**Developer Association**", and collectively with Future Developer (so long as such Future Developer owns any portion of the Developable Land), "**Future Developer Parties**", and individually a "**Future Developer Party**"), and any of their contractors,

subcontractors, guests, invitees, and prospective and actual purchasers and/or tenants, any individual lot owner, homeowner, or member of such residential community as well as any of their respective successors, assigns, agents, employees, contractors, members, guests and invitees (collectively with Future Developer and Developer Association, "**Future Users**"). Except as expressly set forth in this Agreement, the Parties shall not have the right to assign any of their rights or obligations under this Agreement without the prior written consent of the other Parties hereto. Notwithstanding the foregoing, no (i) member in the Community or member of the BPP Association, the Association, the Club or Developer Association, (ii) homebuilder acquiring title to any portion of the DiVentures' Property, Association Property, BPCA Declaration Property, or Club Property, including, without limitation, the Developable Land, or (iii) unaffiliated third-party purchaser of any lot, home, or unit, shall constitute a successor or assign as to DiVentures, the BPP Association, the Association, or the Club's obligations under this Agreement with respect to the construction, operation, maintenance, repair, or replacement of the Entranceway, Gatehouse, Bent Pine Drive, Club Sign, Irrigation, DiVentures Landscaping, and Easement Areas, unless such obligations are assigned and assumed pursuant to an amendment to this Agreement executed by the Parties and such named successor or assign, and recorded in the Public Records. Absent such a recorded amendment to this Agreement, such obligations of DiVentures, the BPP Association, the Association, or the Club do not encumber the interest of any party described in subsections (i), (ii), or (iii) above, in the DiVentures' Property, Association Property, or Club Property, including, without limitation, the Developable Land, as applicable, and such parties in subsections (i), (ii), or (iii) above shall not have any right to enforce such obligations against DiVentures, the BPP Association, the Association, or the Club. Notwithstanding anything herein to the contrary, (A) DiVentures, and any successor and assign permitted under this subsection (A), may assign this Agreement and all or some of its rights and obligations hereunder, without the other Parties' consent or their execution of an amendment to this Agreement, to (1) a successor in interest of DiVentures, as developer, to whom DiVentures conveys DiVentures' interest in the DiVentures Property or any portion thereof, or (2) a homeowners association governing the DiVentures Property or any portion thereof (the "**BPP Association**") pursuant to a Declaration of Covenants, Conditions and Restrictions for Bent Pine Preserve to be recorded in the Public Records (the "**BPP Declaration**"); and (B) the Club, and any successor and assign permitted under this subsection (B), may assign this Agreement and all or some of its rights and obligations hereunder, without the other Parties' consent or their execution of an amendment to this Agreement, to any Future Developer Parties; and (C) any and all assignees under subsections (A) and (B) hereto shall have the right to enforce any and all obligations under this Agreement assigned thereto. Without limiting any of the foregoing, the Parties acknowledge and agree that, as the Club's successors and assigns, and without the other Parties' consent or their execution of an amendment to this Agreement, the Future Users shall have those certain easement rights set forth in Section 4(a) (the New Bent Pine Drive Access Easement), Section 4(b) (the Club and DiVentures Access Easement), and Section 4(c) (the Entranceway Use Easement), and the Club shall grant Future Users those certain easement rights set forth in Section 4(k) (the Association and DiVentures Access Easement); provided, that, notwithstanding anything to the contrary set forth herein, any access rights granted to Future Developer Parties, including, without limitation, Future Developer Parties' agents, employees, contractors, subcontractors, guests, and invitees, shall exclude access by vehicles for purposes of the construction and development of any residential community on the Club Property, including, without limitation the Developable Land.

2. Section 12(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

No Third Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that Future Users shall be beneficiaries of the terms of this Agreement as specifically set forth in this Agreement; provided, that no Future User, other than any Future Developer Parties assigned enforcement rights pursuant to Section 12(a) shall have the right to enforce the terms of this Agreement, such enforcement rights being reserved to the Club, and its successors and assigns as the Club may expressly designate subject to and in accordance with Sections 8 and 12(a) of this Agreement. The New Easements granted herein and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

3. Capitalized terms used but not otherwise defined herein shall have the definition set forth in the Agreement. Except as expressly modified and amended hereby, all provisions, terms and conditions of the Agreement remain in full force and effect. This Amendment may be executed in as many counterparts as is deemed necessary or appropriate. Each such counterpart will constitute an original and all counterparts together will be deemed one agreement of the parties. Any copy of this Amendment executed or transmitted by electronic mail or facsimile shall be deemed an original for all purposes. The "**Amendment Effective Date**" shall be the date on which the last of the Parties execute this Amendment.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized officer as of this 24 day of July, 2019.

WITNESSES:

DiVentures, LLC, a Minnesota limited liability company authorized to do business in Florida

Name: [Signature]
Print Name: Jeanne Bacon

By: [Signature]
Name: Lincoln Langhorst
Title: President

Name: [Signature]
Print Name: Busta Sandmann

STATE OF Minnesota
COUNTY OF Sibley

The foregoing instrument was acknowledged before me this 24 day of July, 2019, by Lincoln Langhorst, as President of DiVentures, LLC, a Minnesota limited liability company authorized to do business in Florida. S/He is personally known to me or has provided _____ as identification.

My Commission Expires: 1/31/20
(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: Mona Jean Forst
(Legibly Printed or Typed)

Notary Public, State of Minnesota

(Commission Number, if any)

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized officer as of this 25th day of July, 2019

WITNESSES:

Bent Pine Community Association, Inc., a Florida not-for-profit corporation

Name: [Signature]
Print Name: Stacy O'Regan

By: [Signature]
Print Name: Bryan E. McKnight
Title: BPCA President

Name: [Signature]
Print Name: Cindy L Bass

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 25th day of July, 2019, by Bryan E. McKnight, as President of Bent Pine Community Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me or has provided _____ as identification.

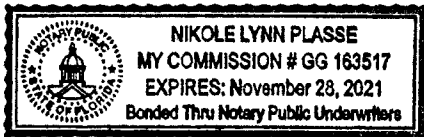
My Commission Expires:

[Signature]
(Signature)

(AFFIX NOTARY SEAL)

Name: Nikole Lynn Plasse
(Legibly Printed or Typed)
Notary Public, State of Florida

GG 163517
(Commission Number, if any)



IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized officer as of this 25th day of July, 2019.

WITNESSES:

Bent Pine Golf Club, Inc., a Florida not-for-profit corporation

Name: Tatiana Spallone
Print Name: TATIANA SPALLONE

By: Donald J Heeter
Print Name: Donald J Heeter
Title: President

Name: Phyllis Phillips
Print Name: PHYLLIS PHILLIPS

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 25 day of July, 2019, by Donald J Heeter, as President of Bent Pine Golf Club, Inc., a Florida not-for-profit corporation, a Florida not-for-profit corporation. He/She is personally known to me or has provided _____ as identification.

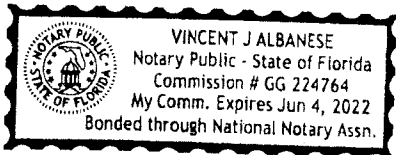
My Commission Expires: 6/4/2022

Vincent Albanese
(Signature)

(AFFIX NOTARY SEAL)

Name: Vincent J. Albanese
(Legibly Printed or Typed)
Notary Public, State of Florida

66 224 764
(Commission Number, if any)



JOINED AND CONSENTED TO BY:

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Lincoln Langhorst

[Signature]
Print Name: Janine Bacon

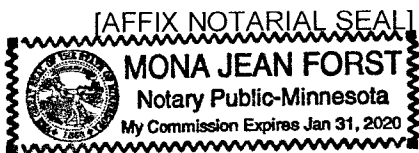
**Bent Pine Preserve Homeowners
Association, Inc.**, a Florida not for profit
corporation

By: [Signature]
Justin Sandmann, as its
Treasurer

STATE OF Minnesota
COUNTY OF Sibley

The foregoing instrument was acknowledged before me this 24 day of July, 2019,
by Justin Sandmann, as Treasurer of Bent Pine Preserve
Homeowners Association, Inc., a Florida not for profit corporation. He/She is personally known to
me or has provided _____ as identification.

Given under my hand and official seal this 24 day of July, 2019.



[Signature]
(Signature)

Print Name: Mona Jean Forst
Title: Notary Public, State of Florida
Commission Number (if any) _____
My commission expires: 1/31/20