

Prepared by & Return to:

Caleb J. Grimes, Attorney
Grimes Goebel Grimes Hawkins
& Gladfelter, P.A.
1023 Manatee Avenue West
Bradenton, Florida 34205

**SECOND AMENDMENT TO
DECLARATION OF EASEMENTS FOR RIVIERA DUNES**

This SECOND AMENDMENT is made this 14th day of May, 2002, by W.C. RIVIERA PARTNERS, L.C., a Florida limited liability company ("Developer"), whose address is 590 Haben Boulevard, Palmetto, Florida 34221.

RECITALS

A. Developer is the "Declarant" under that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes dated November 23, 1999, and recorded in Official Records Book 1616, Page 4557, of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (the "Master Declaration").

B. By virtue of Developer's authority under the Master Declaration, and by virtue of that certain Special Warranty Deed dated September 5, 2000, and recorded in Official Records Book 1647, Page 6622; and that certain Special Warranty Deed dated October 12, 2000, and recorded in Official Records Book 1652, Page 2365, all of the Public Records of Manatee County, Florida, the Developer has created certain easements and has reserved rights to create, establish, deed, grant, reserve or assign any portion or all of such easements as set forth in the Declaration and the referenced Special Warranty Deeds.

C. By virtue of that certain Special Warranty Deed dated October 12, 2000, and recorded in Official Records Book 1652, Page 2365, of the Public Records of Manatee County, Florida, Developer has reserved unto itself, its heirs, successors and assigns the right to create and convey certain easements including without limitation, an easement for purposes of ingress, egress, drainage and utilities through the Property described therein to a Flushing Channel at the southeastern boundary of the Property, as more fully described in Section (2) of the said Special Warranty Deed.

D. By virtue of that certain Declaration of Easements for Riviera Dunes dated April 23, 2001, and recorded in Official Records Book 1677, Page 1381 of the Public Records of Manatee

County, Florida (the "Declaration of Easements"), as amended by First Amendment to Declaration of Easements for Riviera Dunes dated June 26, 2001, and recorded in Official Records Book 1688, Page 4362, Developer has granted, declared and created certain easements, restrictions and reservations as set forth therein.

E. Developer desires to amend the Declaration of Easements to include an easement for ingress/egress, drainage and utilities over and across the entire width and length of that certain Flushing Channel Bridge lying adjacent to the west end of Tract A of the plat of the Island at Riviera Dunes as recorded in Plat Book 39, at Page 111, Public Records of Manatee County, Florida.

NOW THEREFORE, the Declaration of Easements is amended as follows:

1. Paragraph 1, Declaration of Easements is hereby amended to include the addition of subparagraphs 1(o) and 1(p) and the addition of Exhibit "P" and Exhibit "Q" as if they had been included in the original Declaration, as follows:

- (o) A permanent, non-exclusive easement over, across and upon the real property legally described and depicted on **Exhibit "P"** attached hereto and incorporated herein (hereinafter the "**Flushing Channel Bridge Access and Utility Easement**"). The **Flushing Channel Bridge Access and Utility Easement** is for the benefit of the Property and shall be used for pedestrian and vehicular ingress and egress, and for the construction, installation, maintenance, use, repair and replacement of drainage, utility and roadway facilities through the Property from the westerly boundary of the Flushing Channel Bridge over across and under the Flushing Channel Bridge from to the easterly boundary of the Flushing Channel Bridge for access to that certain roadway known as Island Drive. Developer has constructed roadways and utilities within the **Flushing Channel Bridge Access and Utility Easement**. No other roadway or structures shall be built or placed on any portion of the **Flushing Channel Bridge Access and Utility Easement** unless first approved by Developer. Developer hereby specifically reserves the right to assign or grant rights to use any portion or all of the **Flushing Channel Bridge Access and Utility Easement** to any one or more persons, firm, corporation or governmental entity including but not limited to its successor developer or the Master Association.

The **Flushing Channel Bridge Access and Utility Easement** shall automatically terminate upon the platting of the land encumbered by the **Flushing Channel Bridge Access and Utility Easement** and the dedication to and acceptance by, the City of Palmetto of the **Flushing Channel Bridge Access and Utility Easement** or other transfer of title to the **Flushing Channel Bridge Access and Utility Easement** to the City of Palmetto for

a public right-of-way serving the Property. Although not necessary to effect the automatic termination of the **Flushing Channel Bridge Access and Utility Easement**, at the request of Developer (or Developer's successor in title), the Parcel owner of the burdened Property shall, upon satisfaction of the above stated conditions to automatic termination as set forth for the **Flushing Channel Bridge Access and Utility Easement**, join in any such plat and in the dedication to the City of Palmetto, and cause its mortgagee, if any, to do the same.

- (p) A permanent, non-exclusive easement over, across and upon the real property legally described and depicted on **Exhibit "Q"** attached hereto and incorporated herein (hereinafter the "**North-South Easement to Island**") for the purpose of furnishing ingress and egress for pedestrian and vehicular traffic, and for the construction, installation, maintenance, use, repair, and replacement of drainage facilities and utility facilities from the approximate center of the northern boundary of the Property to a "Flushing Channel" at the southeastern boundary of the property. Developer has constructed roadways and utilities within the **North-South Easement to Island**. No other roadway or structures shall be built or placed on any portion of the **North-South Easement to Island** unless first approved by Developer. Developer hereby specifically reserves the right to assign or grant rights to use any portion or all of the **North-South Easement to Island** to any one or more persons, firm, corporation or governmental entity including but not limited to its successor developer or the Master Association.

The **North-South Easement to Island** shall automatically terminate upon the platting of the land encumbered by the **North-South Easement to Island** and the dedication to and acceptance by, the City of Palmetto of the **North-South Easement to Island** or other transfer of title to the **North-South Easement to Island** to the City of Palmetto for a public right-of-way serving the Property. Although not necessary to effect the automatic termination of the **North-South Easement to Island**, at the request of Developer (or Developer's successor in title), the Parcel owner of the burdened Property shall, upon satisfaction of the above stated conditions to automatic termination as set forth for the **North-South Easement to Island**, join in any such plat and in the dedication to the City of Palmetto, and cause its mortgagee, if any, to do the same.

2. Paragraph 2, Surface Water/Storm Water Management System, is hereby amended to read as follows:

2. Surface Water/Storm Water Management System. The

easements described and reserved herein at Paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), 1(f), 1(g), 1(h), 1(i), 1(k), and 1(l), 1(o), and 1(p) are, in part, fundamental components of the proposed surface water/stormwater management system within the project known as Riviera Dunes and are reserved for the purposes of construction of stormwater drainage facilities therein, use of such facilities for stormwater drainage, and ingress and egress for access to and from such facilities for the purposes of construction and maintenance of surface and underground drainage.

3. Paragraphs 1(o) and 1(p) as set forth herein are subject to all provisions of the Declaration of Easements for Riviera Dunes, as amended, including without limitation all conditions and restrictions as set forth therein, as if such Paragraphs 1(o) and 1(p) had been originally set forth and included in said Declaration of Easements.

**STRIKEOUTS SIGNIFY DELETIONS AND
UNDERLINE SIGNIFIES ADDITIONS.**

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IN WITNESS WHEREOF, the Developer has executed this instrument as of the day and year first above written. Second Amendment to the Declaration of Easements for Riviera Dunes as of this 14th day of MAY, 2002.

Signed, sealed and delivered in the presence

of:

[Signature]
Print Name: JANET U. DANZIGER

[Signature]
Print Name: BJORN SVENSON

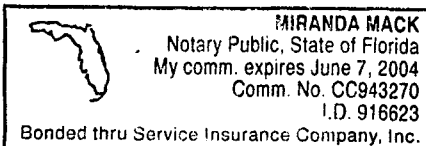
W.C. Riviera Partners, L.C., a
Florida
limited liability company, by its
manager, Riviera Dunes Resorts
Management Company, a Florida
corporation

By: [Signature]
Linda J. Svenson
As its President

STATE OF FLORIDA :
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 14th day of MAY, 2002, by Linda J. Svenson, as President of Riviera Dunes Resorts, Inc., a Florida corporation, Manager of W.C. Riviera Partners, L.C. a Florida limited liability company, on behalf of the company. She is personally known to me or has produced for identification.

[Signature]
Notary Public
(MIRANDA MACK)
Printed Signature of Notary
My Commission Expires: JUNE 7, 2004



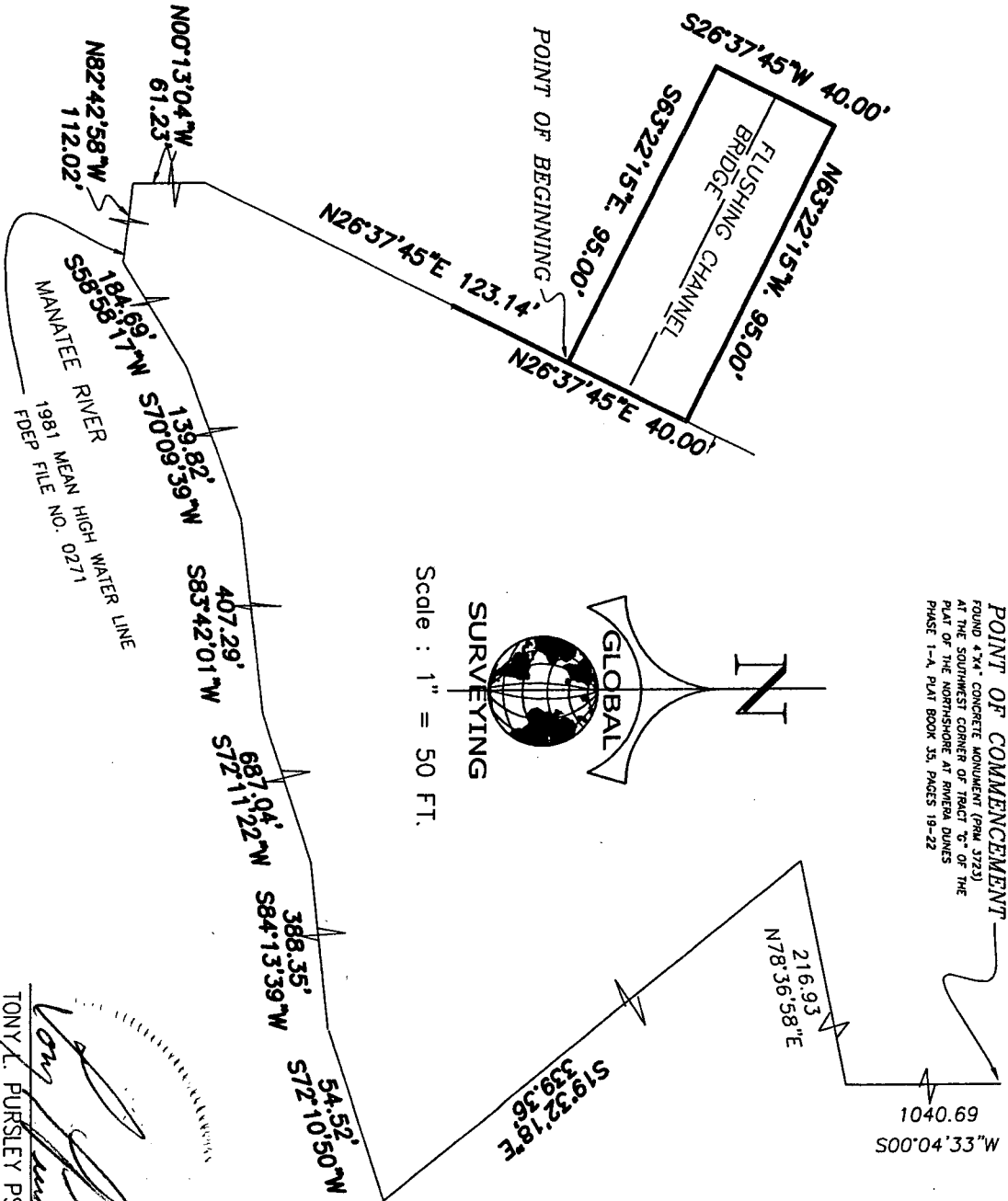
DESCRIPTION: FLUSHING CHANNEL BRIDGE

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "G" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 19 THROUGH 22, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND RUN S.00°04'33"W. FOR A DISTANCE OF 1040.69 FEET; THENCE S.78°36'58"W. FOR A DISTANCE OF 216.93 FEET; THENCE S.19°32'18"E., FOR A DISTANCE OF 339.36 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE MANATEE RIVER, AS IT WAS DELINEATED ON THE APPROVED MEAN HIGH WATER LINE SURVEY (STATE OF FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION FILE #0271). ON OCTOBER 23, 1981; THENCE ALONG THE SAID MEAN HIGH WATER LINE, THE FOLLWING SEVEN (7) COURSES; S.72°10'50"W., FOR A DISTANCE OF 54.52 FEET; S.84°13'39"W. FOR A DISTANCE OF 388.35 FEET; S.72°11'22"W. FOR A DISTANCE OF 687.04 FEET; S.83°42'01"W., FOR A DISTANCE OF 407.29 FEET; S.70°09'39"W., FOR A DISTANCE OF 139.82 FEET; S.58°58'17"W., FOR A DISTANCE OF 184.69 FEET; N.82°42'58"W., FOR A DISTANCE OF 112.02 FEET; THENCE LEAVING SAID MEAN HIGH WATER LINE, N.00°13'04"W. FOR A DISTANCE OF 61.23 FEET; THENCE N.26°37'45"E., FOR A DISTANCE OF 123.14 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.26°37'45"E. A DISTANCE OF 40.00 FEET; THENCE N.63°22'15"W., A DISTANCE OF 95.00 FEET; THENCE S.26°37'45"W., A DISTANCE OF 40.00 FEET; THENCE S.63°22'15"E., A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3800 SQUARE FEET.

"EXHIBIT P"

(Sketch and legal description of
Flushing Channel Bridge Easement)



TONY L. PURSLEY PSM 4451
 MAY 2, 2002

GLOBAL SURVEYING, P.A.

CERTIFICATE OF AUTHORIZATION LB 0006432



BRADENTON

5004 STATE ROAD 64
 P.O. BOX 20755 BRADENTON, FLORIDA 34204
 (941) 748-1512 (941) 747-2450 FAX

BROOKSVILLE

20178 CORTEZ BOULEVARD, CROSSROADS PLAZE, SUITE 3
 P.O. BOX 12182 BROOKSVILLE, FLORIDA, 34603
 (352) 799-1681 (352) 799-1682 FAX

VENICE

395 COMMERCIAL COURT, SUITE C
 VENICE, FLORIDA 34292
 (941) 483-1949 (941) 483-3439 FAX



2 OF 2

Scale: 1" = 50'

Drawn by: TP

FB/PG: NONE

DATE: 05/02/02

JOB: NONE

"EXHIBIT Q"(Sketch and legal description of
North-South Easement to Island)July 27, 2000
Revised August 31, 2000Project #S-RD(13-14)75
Parcel 13-14 Ingress-Egress Easement Description

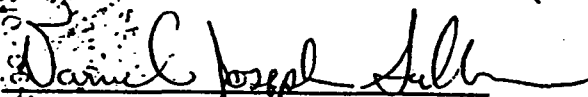
Description:

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore at Riviera Dunes Phase 1-A, according to the map or plat thereof, as recorded in Plat Book 35, Page 19, of the Public Records of Manatee County, Florida, and run SOUTH for a distance of 98.69 feet; thence S26°33'54"E for a distance of 30.66 feet to the start of a tangent curve to the right; thence along the arc of said curve to the right, having a radius of 44.00 feet, a central angle of 26°33'54", a chord of 20.22 feet which bears S13°16'57"E, for a distance of 20.40 feet; thence SOUTH for a distance of 232.00 feet to the start of a tangent curve to the right; thence along the arc of said curve to the right, having a radius of 166.00 feet, a central angle of 90°01'28", a chord of 234.81 feet which bears S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 454.75 feet; thence S03°37'07"E for a distance of 715.16 feet; thence S26°37'45"W for a distance of 115.72 feet to the Point of Beginning; thence, continuing S26°37'45"W for a distance of 40.00 feet; thence N63°22'15"W for a distance of 11.16 feet to the start of a tangent curve to the right; thence, along the arc of said curve to the right, having a radius of 90.00 feet, a central angle of 39°01'47", a chord of 60.13 feet which bears N43°51'21"W, for a distance of 61.31 feet; thence N24°20'28"W for a distance of 210.19 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 175.00 feet, a central angle of 28°30'22", a chord of 86.17 feet which bears N38°35'39"W, for a distance of 87.07 feet; thence N52°50'50"W for a distance of 133.07 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 175.00 feet, a central angle of 13°07'04", a chord of 39.98 feet which bears N59°24'22"W, for a distance of 40.07 feet; thence N65°57'54"W for a distance of 71.99 feet to the start of a tangent curve to the right; thence, along the arc of said curve to the right, having a radius of 230.00 feet, a central angle of 65°44'50", a chord of 249.68 feet which bears N33°05'29"W, for a distance of 263.93 feet; thence N00°13'04"W for a distance of 174.37 feet; thence N89°46'56"E for a distance of 60.00 feet; thence S00°13'04"E for a distance of 185.34 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 170.00 feet, a central angle of 65°44'50", a chord of 184.55 feet which bears S33°05'29"E, for a distance of 195.08 feet; thence S65°57'54"E for a distance of 67.48 feet to the start of a tangent curve to the right; thence, along the arc of said curve to the right, having a radius of 225.00 feet, a central angle of 13°07'04", a chord of 51.40 feet which bears S59°24'22"E, for a distance of 51.51 feet; thence S52°50'50"E for a distance of 133.07 feet to the start of a tangent curve to the right; thence, along the arc of said curve to the right, having a radius of 225.00 feet, a central angle of 28°30'22", a chord of 110.79 feet which bears S38°35'39"E, for a distance of 111.94 feet; thence S24°20'28"E for a distance of 227.84 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a

radius of 35.00 feet, a central angle of $39^{\circ}01'47''$, a chord of 23.38 feet which bears $S43^{\circ}51'21''E$, for a distance of 23.84 feet; thence $S63^{\circ}22'15''E$ for a distance of 0.59 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

The above described Parcel contains 1.234 acres, more or less.

Prepared by:
Red Man Consultants, Inc.
308 East 7th Avenue
Tampa, FL 33602


Daniel Joseph Sullivan
Florida P.S.M. No. 5640

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200 0 200



Scale 1" = 200'

BASIS OF BEARING

BEARINGS ARE BASED ON THE
NORTH RIGHT OF WAY OF 3RD
STREET EAST WHICH IS
ASSUMED TO BEAR S89°58'32"E

POINT OF COMMENCEMENT

SCIR SOUTHWEST
CORNER OF TRACT "H"

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S26°37'45"W	40.00'
L2	N63°22'15"W	11.16'
L3	N24°20'28"W	210.19'
L4	N52°50'50"W	133.07'
L5	N65°57'54"W	71.99'
L6	N00°13'04"W	174.37'
L7	N89°46'56"E	60.00'
L8	S00°13'04"E	185.34'
L9	S85°57'54"E	67.48'
L10	S52°50'50"E	133.07'
L11	S24°20'28"E	227.84'
L12	S63°22'15"E	0.59'

Number	C9	C10
Delta'	26°33'54"	90°01'28"
Radius'	44.00'	166.00'
Chord'	20.22'	234.81'
Chord Bearing	S13°16'57"E	S45°00'44"W
Arc'	20.40'	260.82'

N89°58'32"W 549.45'

S00°13'04"E
454.75'**COMMERCIAL
AREA**

N89°46'56"E 549.56'

N89°46'56"E 500.00'

N00°13'04"W 30.00'

**PARCEL
13****PARCEL
14**

INGRESS EGRESS EASEMENT

10' CONSERVATION EASEMENT

CURVE TABLE

NUMBER	Delta	Radius	Chord	Chord Bearing	Arc
C1	38°01'47"	90.00	60.13	N43°51'21"W	61.31
C2	28°30'22"	175.00	86.17	N38°35'39"W	87.07
C3	13°07'04"	175.00	39.98	N59°24'22"W	40.07
C4	65°44'50"	230.00	249.88	N33°05'29"W	263.93
C6	65°44'50"	170.00	184.55	S33°05'29"E	195.08
C6	13°07'04"	225.00	51.40	S59°24'22"E	51.51
C7	28°30'22"	225.00	110.79	S38°35'39"E	111.94
C8	38°01'47"	35.00	23.38	S43°51'21"E	23.84

POINT OF BEGINNING

THIS IS NOT A BOUNDARY SUR

REVISED: 08-31-00

PROJ. NO. RD(13-14)75

DRAWN BY: AN

CHECKED BY: RJC

DATE: 07-26-2000

RED MAN CONSULTANTS, INC.
306 E. SEVENTH AVE., TAMPA, FLORIDA
PHONE (813) 229-8016
FAX (813) 223-1397

PREPARED FOR:

**HSA ENGINEERS
AND SCIENTISTS**

TITLE:

**DESCRIPTION SKETCH
OF INGRESS AND
EGRESS EASEMENT**

P13-1EA:

SHEET

3 of 3

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.