

THIRD AMENDMENT TO COMPREHENSIVE SERVICE AGREEMENT

THIS THIRD AMENDMENT TO COMPREHENSIVE SERVICE AGREEMENT (this "Third Amendment") is made and entered into this 10th of July, 2008, by and between **LELY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District") and **LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association").

WITNESSETH THAT:

WHEREAS, the District is a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended, and established pursuant to a rule, adopted under Chapter 120, Florida Statutes, by the Florida Land and Water Adjudicatory Commission; and

WHEREAS, the District was established for purposes that include, without limitation, the delivery of certain community services within its jurisdiction; and

WHEREAS, the Master Association is a homeowners' association formed and existing pursuant to Chapters 617 and 720, Florida Statutes; and

WHEREAS, the Master Association is homeowners' association in control and governing all of Lely Resort pursuant Declaration of General Covenants, Conditions and Restrictions for Lely Resort dated March 13, 1990 and recorded March 16, 1990 in Official Records Book 1513, Page 835 of the Public Records of Collier County, Florida, as amended, together with the Articles of Incorporation and By-laws of the Master Association; and

WHEREAS, the Master Association and District previously entered into that certain Comprehensive Service Agreement dated December 28, 2005 as amended by that certain Amendment to Comprehensive Service Agreement and that certain Second Amendment to Comprehensive Service Agreement dated as of June 20, 2007 (collectively, the "Agreement") through which the District, for compensation, would provide to properties within Lely Resort but situated outside the boundaries of the District, certain services that the District currently provides to the properties situated within the District; and

WHEREAS, the District has the authority under Chapter 190, Florida Statutes to provide the services described in the Agreement; and

WHEREAS, the Master Association and the District desire to amend the Agreement with respect to the specific real property described herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby declare and agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.
2. **Services Provided to Lutheran Life Property**. Luther Village of Naples, an Illinois not-for-profit corporation ("Lutheran Life") is the owner of or may become the owner of that certain real property within Lely Resort legally described on Exhibit "A" attached hereto and made a part hereof (the

“Lutheran Life Property”). Lutheran Life purchased or intends to purchase the property from Stock Development, LLC, a Florida limited liability company (“Stock”) for the intended purpose of developing a continuing care retirement community. Notwithstanding anything in the Agreement to the contrary, the following terms shall apply to the services provided by the District to the Lutheran Life Property:

(a) Except as agreed in writing by the owner of the Lutheran Life Property, the District shall only provide the Lutheran Life Property, and the owner of the Lutheran Life Property shall only be responsible for paying for, services relating to the following: (i) irrigation water, (ii) stormwater management, and (iii) street lighting on Lely Cultural Parkway, together with the standard administrative fee paid pursuant to the Agreement. The owner of the Lutheran Life Property shall pay for the foregoing services based upon the actual number of units actually constructed on the Lutheran Life Property. For purposes of illustration and calculation of the annual operation and maintenance fees, an example calculation is attached as Exhibit “B” at the 2007-2008 expense rates.

(b) Payment of the annual operation and maintenance fees for the Lutheran Life Property shall not commence for any unit until such unit has been constructed and received a Certificate of Occupancy or its equivalent from Collier County. The District will begin providing the aforescribed services from and after the date such Certificate of Occupancy is issued.

(c) In the event that the Lutheran Life Property is developed or converted into a condominium-type project wherein individual dwelling units are offered for sale or sold to the general public and said units are not a component of a continuing care retirement community on the Lutheran Life Property, the District shall have the sole authority to terminate this Third Amendment upon written notice to the Master Association and the owner of the Lutheran Life Property. However, in the event that this Third Amendment is terminated due to the changes in the Lutheran Life Property as set out in this paragraph, and in the sole discretion of the District, the District may establish a new charge for the services to be received by the Lutheran Life Property, which charge for services shall reflect the actual services provided by the District to the Lutheran Life Property. Any termination of this Third Amendment by the District shall not affect or otherwise serve to terminate the initial Comprehensive Service Agreement, as amended by the Amendment to Comprehensive Service Agreement.

(d) The terms of this Third Amendment shall only apply to the Lutheran Life Property and no other property shall be affected by this Third Amendment.

3. **Conflict/Amendment.** The terms of this Third Amendment form a part of the Agreement and shall control and take precedence over any and all terms, provisions and conditions of the Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of the Agreement, except as expressly amended and modified by this Third Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts/Facsimile.** This Third Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile transmission of this Third Amendment shall be acceptable and binding upon both parties.

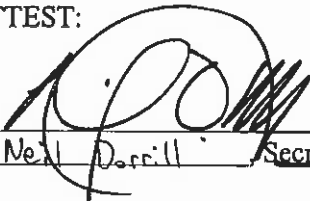
(Remainder of Page Intentionally Left Blank- Signatures Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


DISTRICT:

LELY COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

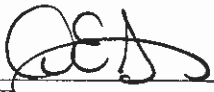


Neal Darrill, Secretary

By: 

Ronald Moore, Chairman

Approved as to form and legal sufficiency:



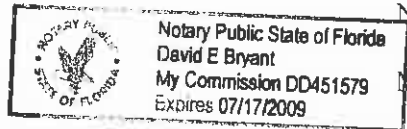
David Bryant
District Counsel

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 10th of July, 2008, by Ronald Moore as CHAIRMAN, of the Lely Community Development District, on behalf of the district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires: _____



THE MASTER ASSOCIATION:

LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Signed, sealed and delivered
in our presence:

[Signature]
Signature
Printed Name: Keith Gelder

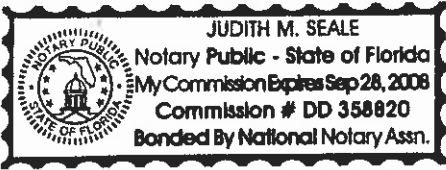
By: [Signature]
Name: SAUNDY HOLDSWORTH
Title: VICE PRESIDENT

[Signature]
Signature
Printed Name: Michael DeSmitt

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 10th of July, 2008, by Sandy Holdsworth as Vice Pres Lely Master Lely Resort Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or () has produced _____ as evidence of identification..

(SEAL)



[Signature]
NOTARY PUBLIC
Name: Judith M Seale
(Type or Print)
My Commission Expires: 9/28/2008

CONSENT

Luther Village of Naples, an Illinois not-for-profit corporation hereby joins into this Agreement for the purpose of acknowledging its consent to the foregoing Third Amendment to the Comprehensive Service Agreement.

LUTHER VILLAGE OF NAPLES,
an Illinois not-for-profit corporation

Signed, sealed and delivered
in our presence:

Marie D. Carlson
Signature
Printed Name: MARIE D. CARLSON

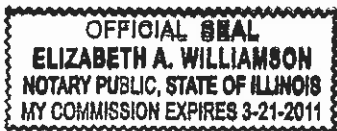
By: [Signature]
Name: Roger W. Paulsberg
Title: President

Carl Moellenkamp
Signature
Printed Name: CARL MOELLENKAMP

STATE OF IL)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me, this 10th of July, 2008, by Roger W. Paulsberg as President of Luther Village of Naples, an Illinois not-for-profit corporation, on behalf of the company, who is personally known to me or () has produced _____ as evidence of identification.

(SEAL)



Elizabeth A. Williamson
NOTARY PUBLIC
Name: Elizabeth A. Williamson
(Type or Print)
My Commission Expires: 3/21/2011

EXHIBIT A

LEGAL DESCRIPTION – LUTHERAN LIFE PROPERTY

Being a portion of Tract "D", Lely Resort Phase Two, according to the plat thereof as recorded in Plat Book 18 at Pages 43 through 45 (inclusive) of the public records of Collier County, Florida, together with a portion of Section 22, Township 50 South, Range 26 East, said Collier County, Florida, being more particularly described as follows:

BEGINNING at the southwest corner of Tract "D", Lely Resort Phase Two, according to the plat thereof as recorded in Plat Book 18 at Pages 43 through 45 (inclusive) of the public records of Collier County, Florida; thence run the following Two (2) courses along the boundary of said Tract "D"; Course No. 1: North 38°47'00" West, of 45.10 feet to a point on the southerly right-of-way line of Lely Cultural Parkway (a 120 foot right-of-way); Course No. 2: North 55°03'03" East, along said southerly right-of-way line, a distance of 100.00; thence departing from said southerly right-of-way line, South 34°56'57" East, a distance of 20.00 feet; thence North 55°03'03" East, a distance of 20.00 feet; thence North 34°56'57" West, a distance of 20.00 feet to a point on the southerly right-of-way line of said Lely Cultural Parkway, the same being a point on the boundary of said Tract "D"; thence run the following Two (2) courses along said southerly right-of-way line and along the boundary of said Tract "D"; Course No. 1: North 55°03'03" East, 798.38 feet to a point of curvature; Course No. 2: northeasterly, 440.12 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,354.86 feet, through a central angle of 18°36'45" and being subtended by a chord which bears North 64°21'25" East, 438.19; thence departing from said southerly right-of-way line, South 40°47'11" East, a distance of 651.40 feet to a point on the boundary of those lands described as Conservation Easement Area 16 and recorded in Official Records Book 3946 at Pages 1978 through 1985 (inclusive) of the public records of said Collier County, Florida; thence run the following Thirteen (13) courses along the boundary said Conservation Easement Area 16; Course No. 1: South 15°52'00" East, 113.02 feet; Course No. 2: North 74°08'00" East, 290.95 feet; Course No. 3: South 07°57'00" West, 345.18 feet; Course No. 4: South 31°19'00" East, 292.90 feet; Course No. 5: South 43°22'00" West, 211.06 feet; Course No. 6: South 22°37'00" East, 68.53 feet; Course No. 7: North 76°14'00" East, 61.18 feet; Course No. 8: South 01°15'00" West, 74.55 feet; Course No. 9: South 53°53'00" West, 186.21 feet; Course No. 10: South 02°54'00" East, 160.77 feet; Course No. 11: North 70°41'00" West, 215.22 feet; Course No. 12: North 15°48'00" West, 249.70 feet; Course No. 13: South 84°21'00" West, 182.15 feet to a point on the boundary of Tract GC-5, Lely Resort Phase Four, according to the plat thereof as recorded in Plat Book 38 at Pages 58 through 66 (inclusive) of the public records of said Collier County, Florida; thence run the following Thirteen (13) courses along the boundary of said Tract GC-5; Course No. 1: North 23°20'00" West, 30.69 feet; Course No. 2: North 28°11'00" West, 360.69 feet; Course No. 3: North 75°35'00" West, 140.00 feet; Course No. 4: South 57°30'00" West, 216.00 feet; Course No. 5: South 31°00'00" West, 30.91 feet; Course No. 6: South 81°43'00" West, 74.05 feet to a point of curvature; Course No. 7: southwesterly, 220.13 feet along the arc of a circular curve, concave southeasterly, having a radius of 250.00 feet, through a central angle of 50°27'00" and being subtended by a chord which bears South 56°29'30" West, 213.09 feet; Course No. 8: South 31°16'00" West, 49.35 feet to a point of curvature; Course No. 9: southwesterly, 53.84 feet along the arc of a circular curve, concave northwesterly, having a radius of 100.00 feet, through a central angle of 30°51'00" and being subtended by a chord which bears South 46°41'30" West, 53.20 feet; Course No. 10: South 62°07'00" West, 56.94 feet to a point of curvature;

Course No. 11: northwesterly, 461.83 feet along the arc of a circular curve, concave northeasterly, having a radius of 180.00 feet, through a central angle of 147°00'13" and being subtended by a chord which bears North 44°22'54" West, 345.18 feet to a point of reverse curvature; Course No. 12: northerly, 165.92 feet along the arc of a circular curve, concave westerly, having a radius of 140.00 feet, through a central angle of 67°54'13" and being subtended by a chord which bears North 04°49'54" West, 156.38 feet; Course No. 13: North 38°47'00" West, 269.01 feet to the POINT OF BEGINNING.

Containing 1,687,635 square feet or 38.743 acres, more or less.

Bearings are based on the southerly right-of-way line of Lely Cultural Parkway as being North 55°03'03" E. (assumed per plat).

EXHIBIT B
EXAMPLE CALCULATION

Expense Totals

**FY2009 (BASED UPON PROPOSED
BUDGET NUMBERS PRIOR TO
FINAL BUDGET ADOPTION
HEARING)**

Water Management		\$ 77,000
Irrigation		<u>\$211,000</u>
	Subtotal	\$288,000
Administrative Charge		<u>\$ 28,800</u>
	Total	<u>\$316,800</u>
Total Assessable Units		3136
Per Unit Cost		\$101.02/Unit