

RETURN TO:
Palm Beach County R/W Acq. Section
P.O. Box 21229
West Palm Beach, FL 33416
Attention: Ed Handy
Account No. 1010
w/c 1066

THIS INSTRUMENT PREPARED

BY:

Alys N. Daniels, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
North Palm Beach, FL 33408

Parcel ID #: 74424320000005030

SECOND AMENDMENT TO DRAINAGE EASEMENT AGREEMENT

THIS SECOND AMENDMENT to that certain DRAINAGE EASEMENT AGREEMENT ("Second Amendment") is made this ____ day of _____, 2012, by and between Schickedanz Oakton Building Group, LLLP, a Florida limited liability limited partnership, with an address of 7711 North Military Trail, Suite 212, Palm Beach Gardens, Florida 33410 (the "Grantor") and Oakton Preserve Residential Property Owners Association, Inc., with an address of 7711 North Military Trail, Suite 212, Palm Beach Gardens, Florida 33410 (the "Additional Grantor"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration – 11th Floor, West Palm Beach, Florida 33401 ("Successor Grantee").

WHEREAS, Fillmore Property, Ltd. and William G. Lassiter, Jr. entered into that certain Drainage Easement Agreement dated February 4, 2005 with Yamato Court LLC, a Florida limited liability company, as recorded in Official Records Book 18774 at Page 1367, which easement was modified by virtue of that certain First Amendment to Drainage Easement Agreement, recorded in Official Record Book 21881 at Page 705, both of the Public Records of Palm Beach County, Florida (collectively "Drainage Easement Agreement"); and

WHEREAS, Yamato Court LLC, a Florida limited liability company, assigned all of its right, title and interest in and under the Drainage Easement Agreement by Assignment of Drainage Easement dated February 4, 2005 to Palm Beach County, a political subdivision of the State of Florida, with such Assignment recorded in Official Records Book 18774 at Page 1381, Public Records of Palm Beach County, Florida; and

WHEREAS, Grantor and Additional Grantor are successors in interest to Fillmore Property, Ltd. and William G. Lassiter, Jr. of the Drainage Easement by virtue of that certain Special Warranty Deed recorded in Official Record Book 22363, Page 1817, and that certain Plat of Oakton Preserve, recorded in Plat Book 113, Page 168, both of the Public Records of Palm Beach County, Florida;

WHEREAS, Grantor, Additional Grantor and Successor Grantee have agreed to certain legal description and land area calculation revisions for Drainage Easement 1 as contained in the Drainage Easement and to revisions of usage and desire to revise the Drainage Easement accordingly by this Second Amendment to Drainage Easement Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Revision to Grant of Drainage Easement. The exact legal description and area calculation of Drainage Easement 1 provided in Exhibit "A" ("Drainage Easement 1") to the Drainage Easement Agreement is hereby revised by the legal description and area calculation provided in Exhibit "A" attached hereto and incorporated herein.

2. Grant of Drainage Easement. The second paragraph of section 1 of the Drainage Easement Agreement is modified to read as follows:

Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the Drainage Easement for any use which does not impair the purpose for which this Drainage Easement was granted. Grantor has granted this Easement to Grantee for the specific purpose and use as a storm water drainage facility and for C-51 Basin compensating storage purposes. Grantor specifically reserves the right to construct parking lots, brick paver patios, lighting, landscaping, irrigation, fencing and other uses or facilities typically associated with an operation of residential and recreational uses, but not including as to such other uses and facilities above the ground building or structural improvements within the Drainage Easement 1 area. Grantor and Grantee understand and agree that Grantee has the right to install underground drainage pipes and that the inflow and outflow drainage pipes can be located within Drainage Easement 1. Grantor further reserves the right to utilize the Drainage Easement 2 area for both storm water drainage and compensating storage requirements associated with Grantor's development of the Fillmore Parcel, a contiguous eighteen (18) acre \pm parcel known as the Oakton Commons Parcel and a contiguous five (5) acre \pm parcel known as the Lassiter Parcel.

3. Grantor's Right to Relocate Easement. Section 5 of the Drainage Easement Agreement entitled "Grantor's Right to Relocate Easement" provides the authority for Grantor to alter and/or relocate the Easement Area and Drainage Facilities at Grantor's sole cost and expense provided the altered and/or relocated Easement Area and Drainage Facilities (a) provide equal or greater drainage capacity, (b) continue to meet South Florida Water Management District permit requirements and (c) Grantee's drainage is not interrupted at any time. Grantor and Successor Grantee hereby agree that the subject Second Amendment to Drainage Easement Agreement complies with this provision and Grantor shall be responsible for any additional costs and expenses to Successor Grantee related to same. Grantor shall remit to Successor Grantee payment for all such costs and expenses incurred by Successor Grantee within thirty (30) days of Grantor's receipt from Successor Grantee of such costs and expenses certified by Successor Grantee's project engineer. In addition, Grantor shall be responsible for all costs and expenses

associated with the preparation and recordation of the subject Second Amendment to the Drainage Easement Agreement.

4. All Provisions of Drainage Easement Agreement Not modified or Revised Remain in Full Force and Effect. All provisions of the Drainage Easement Agreement and First Amendment to Drainage Easement Agreement not revised or modified by this Second Amendment to Drainage Easement Agreement shall remain in full force and effect and be binding upon the parties and their successors and assigns.

5. Notice. All notices given pursuant to this Drainage Easement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the properties are located. All notices shall be sent to the person and address set forth below.

As to Grantor: Attn: Mike J. Smolak
Schickedanz Oakton Building Group, LLLP
7711 North Military Trail, Suite 212
Palm Beach Gardens, FL 33410
Telephone: 561-845-8797

With a copy to:
Alys N. Daniels, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
Palm Beach Gardens, FL 33408
Telephone: 561-844-3700
Facsimile: 561-844-2388

As to Additional
Grantor: Attn: Gerhard H. Schickedanz
Oakton Preserve Residential Property
Owners Association, Inc.
7711 North Military Trail, Suite 212
Palm Beach Gardens, FL 33410
Telephone: 561-845-8797

With a copy to:
Alys N. Daniels, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
Palm Beach Gardens, FL 33408
Telephone: 561-844-3700
Facsimile: 561-844-2388

As to Successor

Grantee:

Palm Beach County
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 N. Jog Road
3rd Floor, East
West Palm Beach, Florida 33411
Telephone: 561-684-4019
Facsimile: 561-684-4167


With a copy to:

Marlene R. Everitt, Assistant County Attorney
Palm Beach County Attorney's Office
301 N. Olive Ave.
Suite 601
West Palm Beach, Florida 33411
Telephone: 561-355-2225
Facsimile: 561-355-4398

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

IN WITNESS WHEREOF, Grantor has executed this Second Amendment to Drainage Easement Agreement the date first above written.

WITNESSES:



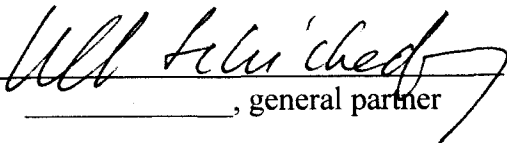
Print Name: Mike Smelak



Print Name: Linda Adamari

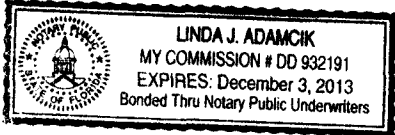
GRANTOR:

SCHICKEDANZ OAKTON BUILDING
GROUP, LLLP, a Florida limited liability
limited partnership

By:  G.P.
_____, general partner

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12 day of Jan, 2012 by Waldemar K Schickedanz, as general partner of SCHICKEDANZ OAKTON BUILDING GROUP, LLLP, a Florida limited liability limited partnership, who is personally known or has produced _____ (type of identification) as identification.



Linda J Adamcik
Notary Public, State of Florida
Print Name: Linda J Adamcik
Commission No.: DD 932191
My Commission Expires: 12/3/13

WITNESSES:

[Signature]
Print Name: MSundak
Linda Adamcik
Print Name: Linda Adamcik

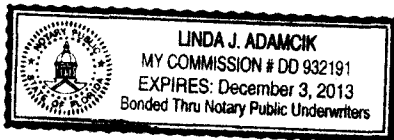
ADDITIONAL GRANTOR:

OAKTON PRESERVE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation

By: G. H. Schickedanz Pres
Gerhard H. Schickedanz, as Pres.

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13 day of JAN, 2012, by Gerhard H. Schickedanz, as President of Oakton Preserve Residential Property Owners Association, Inc., who is personally known or has produced _____ (type of identification) as identification.



Linda J Adamcik
Notary Public, State of Florida
Print Name: Linda J Adamcik
Commission No.: DD 932191
My Commission Expires: 12/3/13

SUCCESSOR GRANTEE'S ACCEPTANCE

SUCCESSOR GRANTEE HEREBY accepts and agrees to all terms and conditions of this Second Amendment to Drainage Easement in consideration of the grant thereof.

ATTEST:
Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk


By: _____
Shelley Vana, Chair

Date of Execution by County:
_____, 2012

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney


By: _____
Department Director

SCHEDULE OF EXHIBITS

Exhibit "A" - Revised Legal Description of Drainage Easement 1

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL ALSO LYING IN LOT 73, AND TRACTS "A", "L" AND "R", OAKTON PRESERVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 168, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, AS SHOWN ON STATE ROAD DEPARTMENT R/W MAP, SECTION NO. 93280-2513 AND THE EASTERLY BOUNDARY OF ANDROS ISLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 87, SAID PUBLIC RECORDS; SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF SAID PLAT OF OAKTON PRESERVE; THENCE, SOUTH 88°45'53" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, AND THE SOUTH LINE OF SAID PLAT OF OAKTON PRESERVE, A DISTANCE OF 545.40 FEET TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THAT CERTAIN 40 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 18774, PAGE 1367, SAID PUBLIC RECORDS; THENCE, NORTH 04°31'37" EAST, DEPARTING SAID LINE, AND ALONG SAID WEST DRAINAGE EASEMENT LINE, A DISTANCE OF 355.66 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUE NORTH 04°31'37" EAST, ALONG SAID WEST DRAINAGE EASEMENT LINE, A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF SAID 40 FOOT WIDE DRAINAGE EASEMENT; THENCE, NORTH 88°45'53" WEST, DEPARTING SAID 40 FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 6.24 FEET; THENCE, NORTH 01°20'29" EAST, A DISTANCE OF 124.71 FEET; THENCE, NORTH 80°29'59" EAST, A DISTANCE OF 34.47 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "R"; SAID POINT BEING ON A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 73.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 16°50'05" WEST; THENCE, SOUTHEASTERLY, ALONG SAID CURVE AND SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 14°16'07", A DISTANCE OF 18.18 FEET TO THE END OF SAID CURVE; THENCE, NORTH 80°29'59" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 31.02 FEET; THENCE, NORTH 09°30'01" WEST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 80°29'59" WEST, A DISTANCE OF 116.17 FEET; THENCE, SOUTH 01°20'29" WEST, A DISTANCE OF 25.11 FEET; THENCE, NORTH 43°01'08" WEST, A DISTANCE OF 56.01 FEET; THENCE, SOUTH 46°58'52" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 43°01'08" EAST, A DISTANCE OF 87.50 FEET; THENCE, SOUTH 01°20'29" WEST, A DISTANCE OF 100.44 FEET; THENCE, SOUTH 60°32'33" EAST, A DISTANCE OF 49.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 12,456 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

BY: Stephen L. Shirley DATE: 11-30-2011
STEPHEN L SHIRLEY, P.S.M. 3918

NOTE: THIS IS NOT A SURVEY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION OF:

OAKTON PRESERVE

REVISED ADDITIONAL OKEECHOBEE DRAINAGE EASEMENT



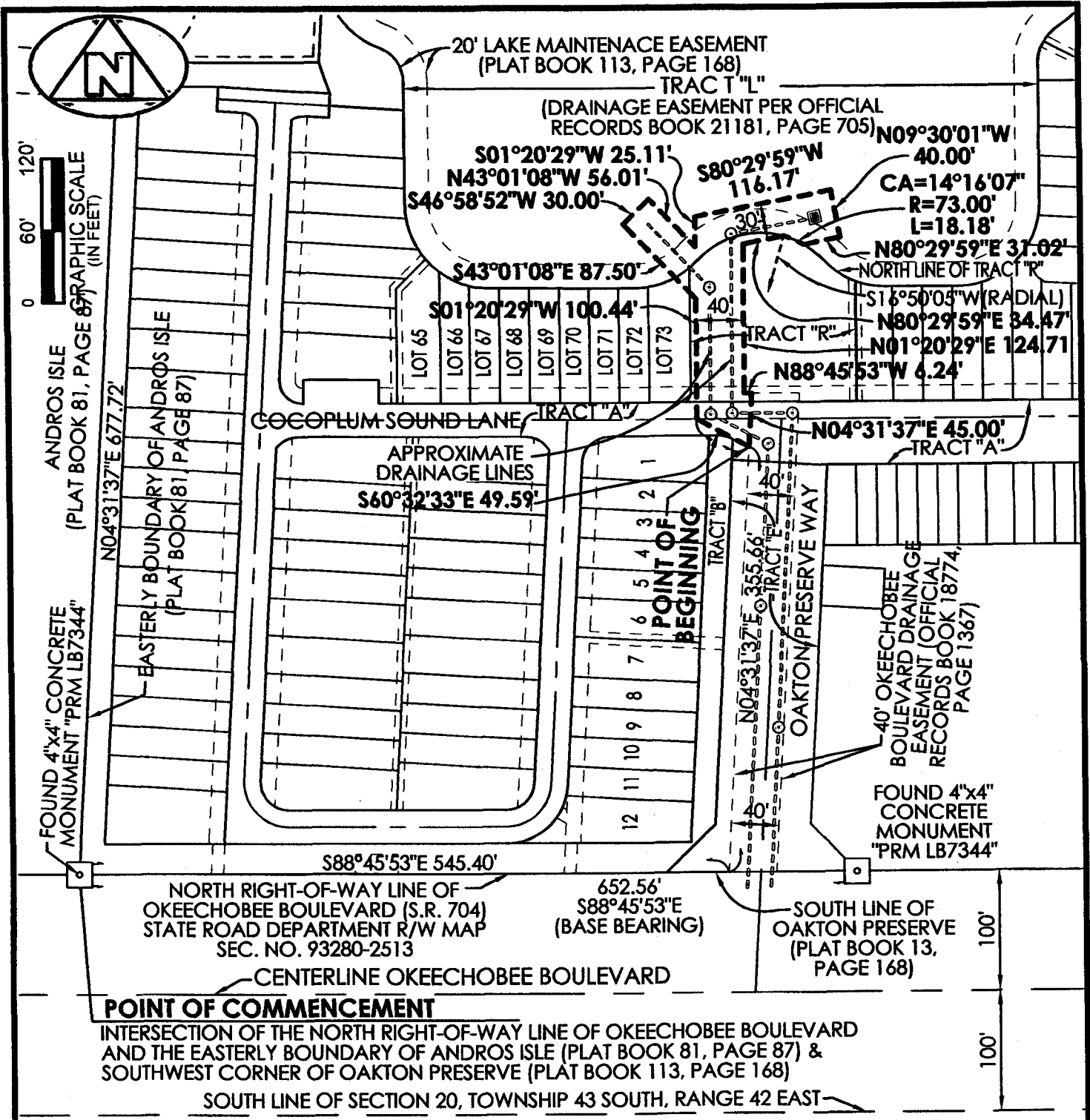
ASSOCIATED LAND SURVEYORS, INC.

4152 W. BLUE HERON BLVD. SUITE 121
RIVIERA BEACH, FLORIDA 33404

PHONE: (561) 848-2102 FAX: (561) 844-9659 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P226-DE-REVISED2 | DATE: 11/30/2011 | BY: BLS | CKD: | W.O.NO.: P226.SCH | SHEET: 1 OF 2

EXHIBIT "A"



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SKETCH OF:

OAKTON PRESERVE

REVISED ADDITIONAL OKEECHOBEE DRAINAGE EASEMENT

ASSOCIATED LAND SURVEYORS, INC.

4152 W. BLUE HERON BLVD. SUITE 121
 RIVIERA BEACH, FLORIDA 33404

PHONE: (561) 848-2102 FAX: (561) 844-9659 LB NO. 7344 EMAIL: als@alssurvey.net



ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT
AGREEMENT
10511



WILL CALL BOX 1066

THIS INSTRUMENT PREPARED
BY:
Robert L. Crane, Esquire
Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, Suite 1900
West Palm Beach, FL 33401

RETURN TO:
Palm Beach County R/W Acq. Section
P.O. Box 21229
West Palm Beach, FL 33416
Attention: Ed Handy
Account No. 1010

CFN 20070312123
OR BK 21881 PG 0705
RECORDED 06/27/2007 15:28:34
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0705 - 715; (11pgs)

74424320000005030

R2007 0924

FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT

THIS FIRST AMENDMENT to that certain DRAINAGE EASEMENT AGREEMENT dated February 4, 2005 ("First Amendment") is made this ___ day of JUN 19 2007 2007, by and between FILLMORE PROPERTY, LTD., a Florida limited partnership with an address of 2101 South Congress Avenue, Delray Beach, Florida 33445 (the "Grantor") and WILLIAM G. LASSITER, JR., with an address of 505 South Flagler Drive, Suite 1300, West Palm Beach, Florida 33401 (the "Additional Grantor"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration - 11th Floor, West Palm Beach, Florida 33401 ("Successor Grantee").

WITNESSETH:

WHEREAS, Grantor entered into that certain Drainage Easement Agreement dated February 4, 2005 with Yamato Court LLC, a Florida limited liability company, as recorded in Official Records Book 18774 at Page 1367, Public Records of Palm Beach County, Florida ("Drainage Easement"); and

WHEREAS, Yamato Court LLC, a Florida limited liability company, assigned all of its right, title and interest in and under the Drainage Easement Agreement by Assignment of Drainage Easement dated February 4, 2005 to Palm Beach County, a political subdivision of the State of Florida, with such Assignment recorded in Official Records Book 18774 at Page 1381, Public Records of Palm Beach County, Florida; and

WHEREAS, Grantor, Additional Grantor and Successor Grantee have agreed to certain legal description and land area calculation revisions for Drainage Easement 1 and Drainage Easement 2 as contained in the Drainage Easement and desire to revise the Drainage Easement accordingly by this First Amendment to Drainage Easement Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Revision to Grant of Drainage Easement. The exact legal description and area calculation of Drainage Easement 1 provided in Exhibit "B" ("Drainage Easement 1") to the Drainage Easement Agreement is hereby revised by the legal description and area calculation provided in Exhibit "A"

ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT AGREEMENT
3 of 11

Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, Suite 1800
West Palm Beach, Florida 33401
Telephone: 561-832-5900
Facsimile: 561-820-0389

As to Additional
Grantor

William G. Lassiter, Jr.
505 South Flagler Drive, Suite 1300
West Palm Beach, Florida 33401
Telephone: 561-659-4422
Facsimile: 561-659-2235

With a copy to:

Robert L. Crane, Esquire
Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, Suite 1800
West Palm Beach, Florida 33401
Telephone: 561-832-5900
Facsimile: 561-820-0389

As to Successor
Grantee:

Palm Beach County
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 No. Jog Road
3rd Floor, East
West Palm Beach, Florida 33411
Telephone: 561-684-4019
Facsimile: 561-684-4167

With a copy to:

Paul F. King, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Facsimile: 561-355-4398

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT AGREEMENT
5 of 11

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of May, 2007
by William G. Lassiter, Jr. who is personally known or has produced _____
(type of identification) as identification.

Lisa Lyda
Notary Public, State of Florida

Print Name: Lisa Lyda
Commission No. DD217974
My Commission Expires: 8/30/07



ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT AGREEMENT
6 of 11

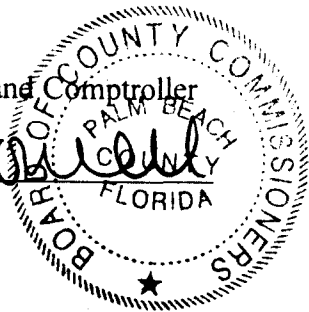
SUCCESSOR GRANTEE'S ACCEPTANCE

SUCCESSOR GRANTEE HEREBY accepts and agrees to all terms and conditions of this First Amendment to Drainage Easement in consideration of the grant thereof.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: *Sharon R. Bock*
Deputy Clerk



R2007 0924

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: *Addie L. Greene*
Addie Greene, Chairperson

Date of Execution by County:

JUN 19 2007, 2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *Paul F. J.*
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: *Omaha A. Fanning*
Department Director

ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT AGREEMENT
7 of 11

SCHEDULE OF EXHIBITS

- Exhibit "A" - Revised Legal Description of Drainage Easement 1
Exhibit "B" - Revised Legal Description of Drainage Easement 2

EXHIBIT "A"

**OAKTON COMMONS
ADDITIONAL OKEECHOBEE DRAINAGE EASEMENT**

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, AS SHOWN ON STATE ROAD DEPARTMENT RW MAP, SECTION NO. 93280-2513 AND THE EAST BOUNDARY OF ANDROS ISLES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 87, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 88°45'53" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 545.40 FEET TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THAT CERTAIN 40 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 18774, PAGE 1367, SAID PUBLIC RECORDS; THENCE, NORTH 04°31'37" EAST, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST DRAINAGE EASEMENT LINE, A DISTANCE OF 355.66 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUE NORTH 04°31'37" EAST, CONTINUING ALONG SAID WEST DRAINAGE EASEMENT LINE, A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF SAID 40 FOOT WIDE DRAINAGE EASEMENT; THENCE, NORTH 88°45'53" WEST, DEPARTING SAID 40 FOOT WIDE DRAINAGE EASEMENT, A DISTANCE OF 6.24 FEET; THENCE, NORTH 01°20'29" EAST, A DISTANCE OF 114.53 FEET; THENCE, NORTH 80°29'59" EAST, A DISTANCE OF 82.53 FEET; THENCE, NORTH 09°30'01" WEST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 80°29'59" WEST, A DISTANCE OF 116.17 FEET; THENCE, SOUTH 01°20'29" WEST, A DISTANCE OF 29.05 FEET; THENCE, NORTH 88°38'15" WEST, A DISTANCE OF 153.38 FEET; THENCE, NORTH 01°23'18" EAST, A DISTANCE OF 10.02 FEET; THENCE, NORTH 88°36'42" WEST, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 01°23'18" WEST, A DISTANCE OF 50.04 FEET; THENCE, SOUTH 88°38'15" EAST, A DISTANCE OF 193.97 FEET; THENCE, SOUTH 01°20'29" WEST, A DISTANCE OF 99.99 FEET; THENCE, SOUTH 60°32'33" EAST, A DISTANCE OF 49.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 18892 SQUARE FEET OR 0.434 ACRE, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION: I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON AND THE DESCRIPTION SKETCH ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY:  DATE: 2-16-2007
STEPHEN L. SHIRLEY, P.S.M. 3918

SEE SHEET 2 OF 2 FOR SKETCH

DESCRIPTION OF:
ADDITIONAL OKEECHOBEE DRAINAGE EASEMENT AT OAKTON COMMONS

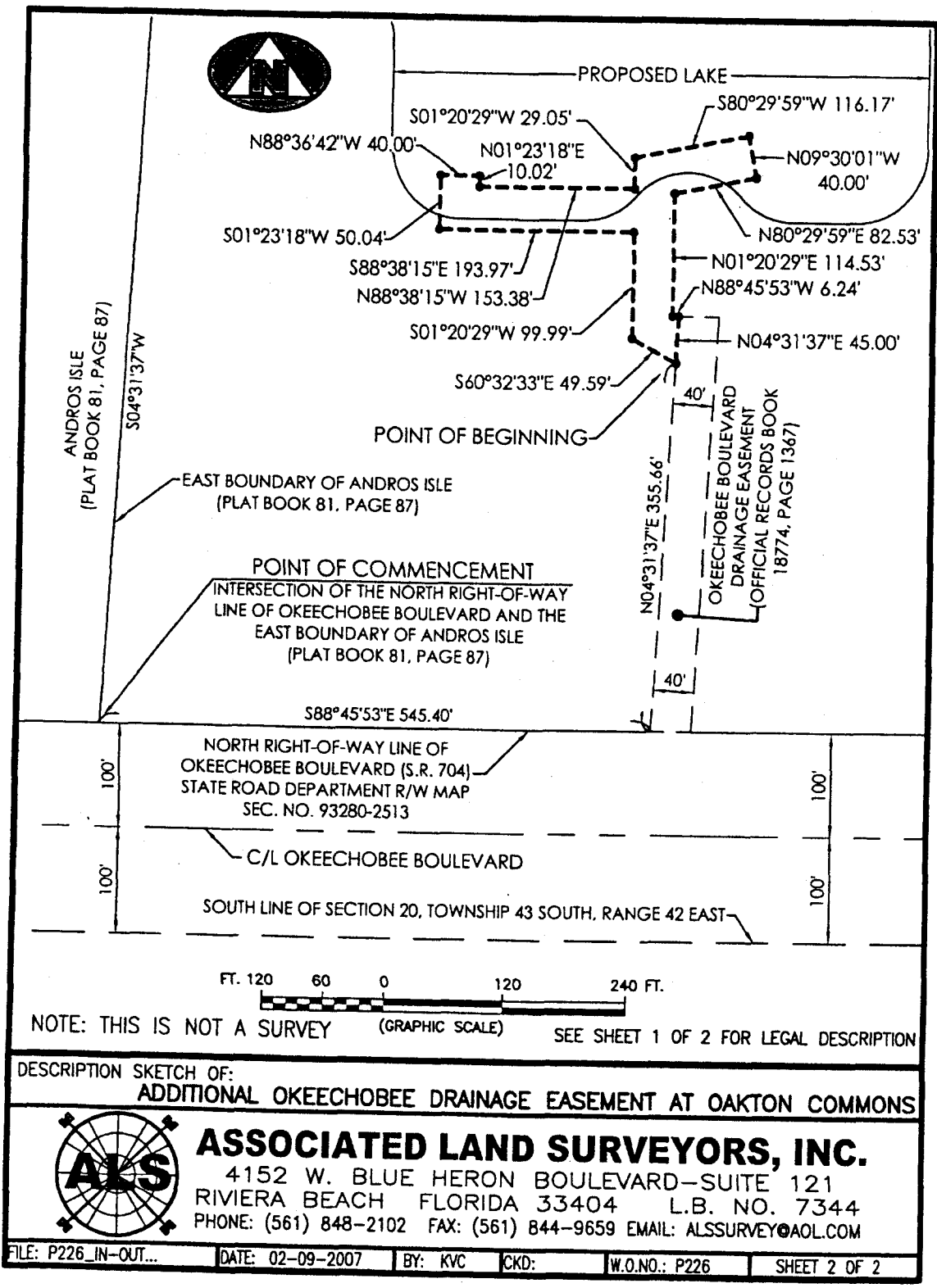


ASSOCIATED LAND SURVEYORS, INC.

4152 W. BLUE HERON BOULEVARD—SUITE 121
RIVIERA BEACH FLORIDA 33404 L.B. NO. 7344
PHONE: (561) 848-2102 FAX: (561) 844-9659 EMAIL: ALSSURVEY@AOL.COM

FILE: P226_IN-OUT... DATE: 02-09-2007 BY: KVC CKD: W.O.NO.: P226 SHEET 1 OF 2

ATTACHMENT 3
 FIRST AMENDMENT TO
 DRAINAGE EASEMENT AGREEMENT
 9 of 11



DESCRIPTION SKETCH OF:
ADDITIONAL OKEECHOBEE DRAINAGE EASEMENT AT OAKTON COMMONS



ASSOCIATED LAND SURVEYORS, INC.
 4152 W. BLUE HERON BOULEVARD—SUITE 121
 RIVIERA BEACH FLORIDA 33404 L.B. NO. 7344
 PHONE: (561) 848-2102 FAX: (561) 844-9659 EMAIL: ALLSURVEY@AOL.COM

FILE: P226_IN-OUT...	DATE: 02-09-2007	BY: KVC	CKD:	W.O.NO.: P226	SHEET 2 OF 2
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EXHIBIT "B"

**OAKTON COMMONS
 LEGAL DESCRIPTION OF LAKE EASEMENT**

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ANDROS ISLES PARCEL "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 99, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 04°35'27" EAST, ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 82.38 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 04°35'27" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 575.92 FEET; THENCE, SOUTH 88°32'34" EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 410.68 FEET; THENCE, SOUTH 51°53'11" EAST, DEPARTING SAID BOUNDARY, A DISTANCE OF 124.11 FEET; THENCE, SOUTH 35°57'11" EAST, A DISTANCE OF 101.53 FEET; THENCE, SOUTH 46°23'11" EAST, A DISTANCE OF 91.74 FEET; THENCE, SOUTH 04°50'51" WEST, A DISTANCE OF 355.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET; THENCE, SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°07'11", A DISTANCE OF 68.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE, SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°36'17", A DISTANCE OF 36.41 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 01°21'45" WEST, A DISTANCE OF 116.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET; THENCE, SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 108.38 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 88°38'15" WEST, A DISTANCE OF 62.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 66.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°23'25", A DISTANCE OF 54.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 73.00 FEET; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°24'27", A DISTANCE OF 120.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°00'39", A DISTANCE OF 57.43 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 88°38'38" WEST, A DISTANCE OF 123.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'24", A DISTANCE OF 109.96 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 01°21'45" EAST, A DISTANCE OF 101.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°31'53", A DISTANCE OF 36.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 70.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°45'35", A DISTANCE OF 90.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11.30 ACRES, MORE OR LESS.

CERTIFICATION: I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON AND THE DESCRIPTION SKETCH ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Wm. R. Van Campen DATE: 1-08-2007
 WM. R. VAN CAMPEN, P.S.M. 2404

SEE SHEETS 2 OF 2 FOR SKETCH

DESCRIPTION OF: **OAKTON COMMONS LAKE EASEMENT**



ASSOCIATED LAND SURVEYORS, INC.

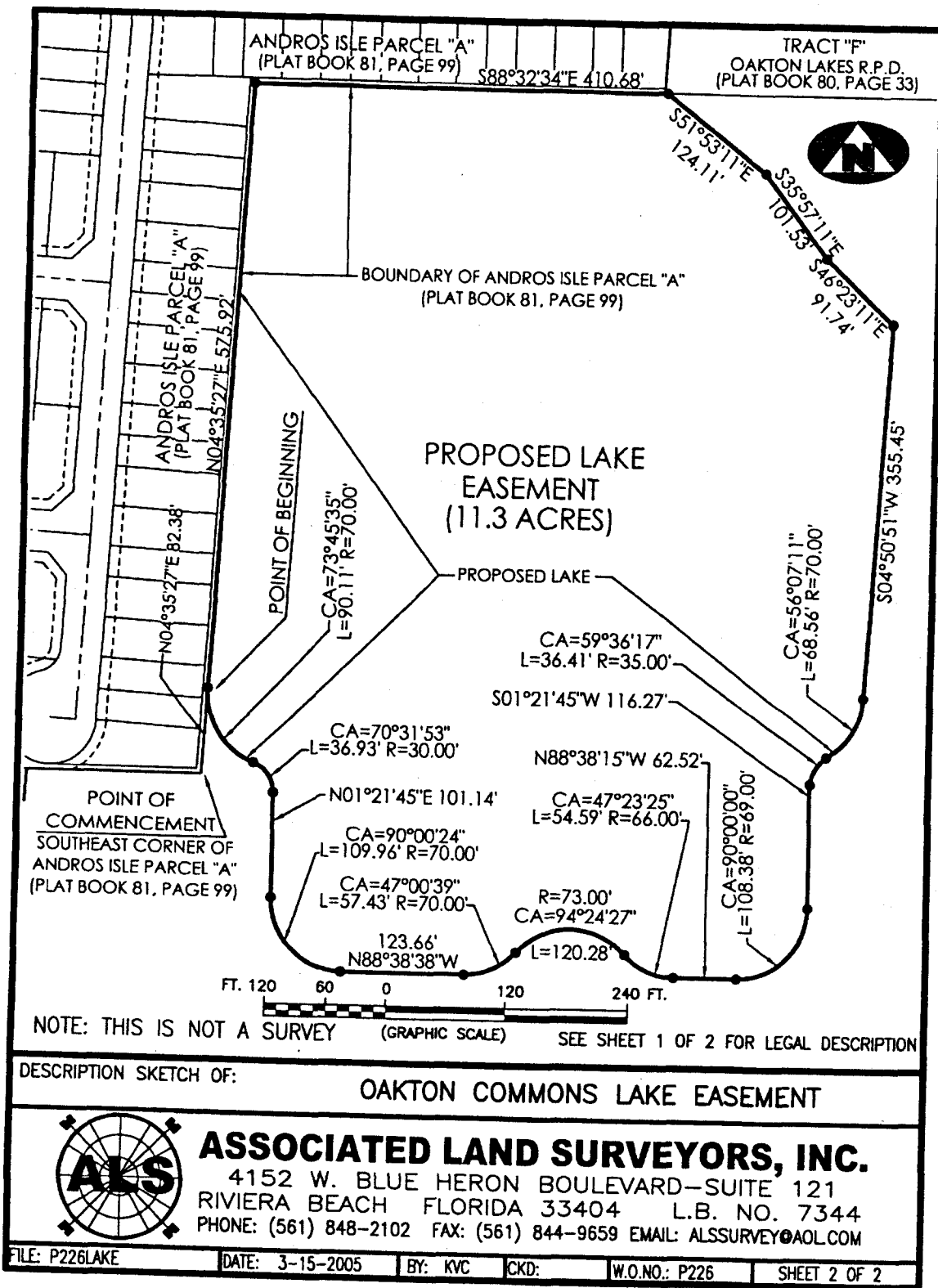
4152 W. BLUE HERON BOULEVARD—SUITE 121
 RIVIERA BEACH FLORIDA 33404 L.B. NO. 7344
 PHONE: (561) 848-2102 FAX: (561) 844-9659 EMAIL: ALLSURVEY@AOL.COM

FILE: P226LAKE	DATE: 3-15-2005	BY: KVC	CKD:	W.O.NO.: P226	SHEET 1 OF 2
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**ATTACHMENT 3
FIRST AMENDMENT TO
DRAINAGE EASEMENT AGREEMENT**

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ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
10814



CFN 20050380135
OR BK 18774 PG 1367
RECORDED 06/20/2005 15:39:30
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1367 - 1380; (14pgs)

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
William R. Boose, III, Esquire
Boose Casey, Ciklin, et al.
515 North Flagler Drive, Suite 1900
West Palm Beach, FL 33401
WILL CALL BOX #69

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT 1 AND DRAINAGE EASEMENT 2 ("Drainage Easement") is made this 4th day of February, 2005, by and between FILLMORE PROPERTY, LTD., a Florida limited partnership with an address of 2101 South Congress Avenue, Delray Beach, Florida 33445 (the "Grantor"), and YAMATO COURT LLC, a Florida limited liability company, with an address of 1601 Forum Place, Suite 603, West Palm Beach, Florida 33401 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Palm Beach County, Florida located contiguous north of Okeechobee Boulevard consisting of 20.86 acres ± with an existing lake located on the northerly 16.6 acres ±. The exact legal description of the 20.86 acre parcel is attached hereto and incorporated herein as Exhibit "A" ("Fillmore Parcel"); and

WHEREAS, Palm Beach County is in the process of widening Okeechobee Boulevard from its present six-lane section to an eight-lane section and desires to utilize the Fillmore Parcel for storm water drainage and C-51 Basin compensating storage purposes associated with this road project; and

WHEREAS, Grantor has agreed to provide Grantee with a Drainage Easement over, upon, under, through and across the Fillmore Parcel in accordance with the provisions of this Drainage Easement for Grantee's subsequent assignment of the Drainage Easement to Palm Beach County.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Grant of Drainage Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns the non-exclusive and perpetual right, privilege and easement for the drainage of storm water runoff and maintenance thereof and access, from Okeechobee Boulevard over, upon and through the Fillmore Parcel through Drainage Easement 1 from the north right-of-way line of Okeechobee Boulevard on the south to the southerly edge of the existing lake parcel through Drainage Easement 2 on the north and over the existing lake area parcel and as such lake may be expanded, located within the northerly 16.6 acres ± of the Fillmore Parcel. Drainage Easement 1 shall be forty feet (40') in width and shall be located contiguous to the west property line of the southerly 4.26 acres ± of the Fillmore Parcel. The exact legal description of Drainage Easement 1 is attached hereto and

ATTACHMENT 4
DRAINAGE EASEMENT
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made a part hereof as Exhibit "B" ("Drainage Easement 1"). The exact legal description of Drainage Easement 2 is attached hereto and made a part hereof as Exhibit "C" ("Drainage Easement 2").

Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the Drainage Easement for any use which does not impair the purpose for which this Drainage Easement was granted. Grantor has granted this Easement to Grantee for the specific purpose and use as a storm water drainage facility and for C-51 Basin compensating storage purposes. Grantor specifically reserves the right to construct parking lots, lighting, landscaping, irrigation, fencing and other uses or facilities typically associated with an operation of a retail commercial use but not including above-the-ground building or structural improvements within the Drainage Easement 1 area. Grantor and Grantee understand and agree that Grantee has the right to install underground drainage pipes and that the inflow and outflow drainage pipes can be located within Drainage Easement 1. Grantor further reserves the right to utilize the Drainage Easement 2 area for both storm water drainage and compensating storage requirements associated with Grantor's development of the Fillmore Parcel, a contiguous eighteen (18) acre ± parcel known as the Oakton Commons Parcel and a contiguous five (5) acre ± parcel known as the Lassiter Parcel.

2. Grantor's Drainage and Flowage Obligations. Grantor is providing to Grantee a perpetual easement for water flowage and drainage rights. Grantor agrees to accommodate and maintain the following in its drainage facilities:

a). a design capacity of 6.62 cfs from the Grantee's facility during a 10 year, 3 day storm event or the design capacity as permitted by the SFWMD through the Permit Modifications of Permit Numbers 50-01686-S and 50-04151-P.

b). a design volume of 13.15 ac-ft. from the Grantee's facility for the required water quality volume or the required water quality volume as permitted by the SFWMD through the Permit Modifications of Permit Numbers 50-01686-S and 50-04151-P.

c). maintain the drainage facilities which receive the Grantee's runoff at a maximum tail water of 17.28 ft. NGVD for a 3 year, 1 day event and at 18.40 ft. NGVD for a 10 year, 3 day event. This is based on maintenance of the weir elevation at 18.50 ft. NGVD or as permitted by the SFWMD through the Permit Modifications of Permit Numbers 50-01686-S and 50-04151-P.

d). provide and maintain a capacity no less than that required by SFWMD through the Permit Modifications of Permit Numbers 50-01686-S and 50-04151-P.

The operation and maintenance of the drainage facilities, which receive the Grantee's runoff, will be the sole responsibility of the Grantor.

3. Design, Permit, Installation and Maintenance of the Drainage Easement. Grantee shall be responsible for all costs and expenses for the design, permitting and installation of Grantee's Drainage Facilities. The construction of Grantee's drainage facilities shall be in accordance with generally accepted engineering principles in accordance with the plans and specifications to be prepared by Grantee, at Grantee's sole cost and expense, and to be submitted to Grantor for review and comment relative to the use of concrete pipe and debris removal structures only by Grantor in accordance with generally accepted engineering practices and government regulatory requirements. Grantor shall provide such approval with requested revisions, if any, within thirty (30) days of receipt of such plans and specifications from Grantee. Grantor's approval of such plans and specifications shall not be unreasonably withheld. The plans and specifications for Grantee's improvements within the Drainage Easement shall, among other requirements, require concrete

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DRAINAGE EASEMENT
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pipes and debris removal structures to prevent trash and debris from Grantee's roadway project from entering the Drainage Easement system.

After completion of installation of the improvements within the Drainage Easement areas by Grantee, Grantor shall be responsible for maintenance of the Drainage Easement area including the drainage pipe located within Drainage Easement 1. In the event the Grantor fails to maintain the drainage facilities or an emergency arises, the Grantee may, but is not obligated to, enter the easement area to perform any necessary maintenance work or repair the drainage facilities and charge the cost to the Grantor. Grantor agrees to Grantee's right to perform such activities and agrees to reimburse Grantee within thirty (30) days of receipt of an invoice for costs incurred. As circumstances permit, Grantee will provide Grantor advance notice prior to performing any such maintenance activities. It is understood that certain maintenance or repair may necessitate the disruption or removal of improvements or facilities within the easement area.

4. Grantee's Right to Assign. Grantee is specifically authorized to assign or transfer its rights and obligations under this Drainage Easement to Palm Beach County, Florida and Palm Beach County, Florida is specifically authorized to assign or transfer its rights and obligations under this Drainage Easement to the State of Florida Department of Transportation.

5. Grantor's Right to Relocate Easement. Upon prior notice to Grantee, Grantor may alter and/or relocate the Easement Area and Drainage Facilities at Grantor's sole cost and expense, provided the altered and/or relocated Easement Area and Drainage Facilities a). provide equal or greater drainage capacity, b). continue to meet South Florida Water Management District permit requirements and c). Grantee's drainage is not interrupted at any time. If the easement area is altered or relocated, Grantor will provide Grantee appropriate easement rights to the new easement area.

6. Grantee Responsibility Under State Law. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such Statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

7. Governing Law and Venue. This Drainage Easement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation shall be exclusively in Palm Beach County, Florida.

8. Binding Effect. All provisions of this instrument shall run with the land and shall be binding upon and inure to Grantor's and Grantee's successors and assigns. All of the benefits derived from this Drainage Easement shall accrue to the benefit of all persons or entities having or hereafter acquiring any right, title or interest in all or any portion of the Fillmore Parcel.

9. Grantor's Authority. Grantor has full power and authority to grant this Drainage Easement without the consent and joinder of any other party.

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DRAINAGE EASEMENT
AGREEMENT
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10. Perpetual Term Unless Termination. The term of this Drainage Easement shall be perpetual; provided, however, that this Drainage Easement may be terminated at any time hereafter with the consent of the parties by written instrument duly executed and acknowledged by all of the parties and duly recorded in the Public Records of Palm Beach County, Florida.

11. Status of Drainage Easement. Anything in this Drainage Easement to the contrary notwithstanding, no breach of this Drainage Easement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Drainage Easement shall be binding upon, and be effective against, any party whose title is acquired by foreclosure, trustee's sale or otherwise.

12. Amendment. This Drainage Easement may not be modified in any respect whatsoever except with the consent of the parties by written instrument duly executed and acknowledged by all of the parties and duly recorded in the Public Records of Palm Beach County, Florida. No modification or termination of this Drainage Easement shall affect the rights of any lien holder unless the lien holder consents in writing to the modification or termination.

13. Notice. All notices given pursuant to this Drainage Easement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the properties are located. All notices shall be sent to the person and address set forth below.

As to Grantor: Fillmore Property, Ltd., a Florida limited partnership
In care of: Fillmore Property Company, Inc., a Florida corporation
Its General Partner
Attention: George T. Fillmore, President
2101 South Congress Avenue
Delray Beach, Florida 33445
Telephone: 561-278-0456
Facsimile: 561-278-2147

With a copy to:

William R. Boose III, Esquire
Boose Casey Ciklin Lubitz Martens McBane & O'Connell
515 North Flagler Drive, Suite 1906
West Palm Beach, Florida 33401
Telephone: 561-832-5900
Facsimile: 561-833-4209

As to Grantee: Yamato Court LLC, a Florida limited liability company
Attention: Robert A. Levy and/or Harvey Geller, Managers
1601 Forum Place, Suite 603
West Palm Beach, FL 33401

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
5 of 14

Telephone: 561-616-3330
Facsimile: 561-616-3338

With a copy to:

William R. Boose III, Esquire
Boose Casey Ciklin Lubitz Martens McBane & O'Connell
515 North Flagler Drive, Suite 1900
West Palm Beach, Florida 33401
Telephone: 561-832-5900
Facsimile: 561-833-4209

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Drainage Easement shall be deemed given upon receipt.

For the purpose of this Drainage Easement, the term "receipt" shall mean the earlier of any of the following: (1) the date of delivery of the notice or other document as shown on the return receipt, (2) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (3) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

14. Force Majeure. In the event any party shall be delayed or hindered in or prevented from the performance of any act (other than the payment of money) required to be performed by such party by reason of "Acts of God", strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay; provided, however, the party seeking to excuse performance must within five (5) days of the occurrence leading to the request for such delay, advise the other party of such occurrence. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

15. Severability. If any term or provision of this Drainage Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Drainage Easement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Drainage Easement shall be valid and shall be enforced to the extent permitted by law.

16. Not a Partnership. The provision of this Drainage Easement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
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17. Captions and Headings. The captions and headings in this Drainage Easement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

18. Entire Agreement. This Drainage Easement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Drainage Easement shall be construed as a whole and not strictly for or against any party.

19. Construction. In construing the provisions of this Drainage Easement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

21. Recordation. This Drainage Easement shall be recorded in the public records of Palm Beach County, Florida. Grantee shall pay for the cost of recording the Drainage Easement.

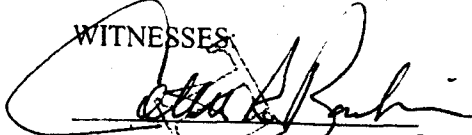
22. Assignment. This Agreement may be assigned by either party without the prior approval of the other party.

[PLEASE GO TO NEXT PAGE FOR SIGNATORIES]

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
7 of 14

IN WITNESS WHEREOF, Grantor has executed this Drainage Easement the date first above written.

WITNESSES:

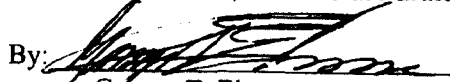

Print Name: Cottle E. Rankin


Print Name: KELLIE HUNT

GRANTOR:

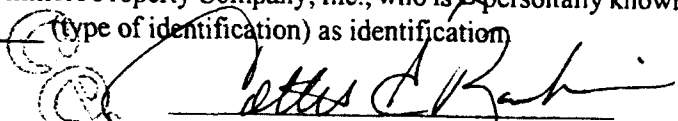
FILLMORE PROPERTY, LTD., a Florida limited partnership

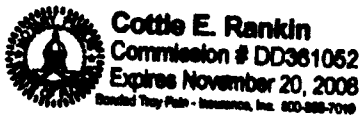
By: Fillmore Property Company, Inc., a Florida corporation, its General Partner

By: 
George T. Elmore, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of Feb., 2005 by George T. Elmore, as President of Fillmore Property Company, Inc., who is personally known or has produced _____ (type of identification) as identification


Notary Public, State of Florida



Print Name: _____
Commission No. _____
My Commission Expires: _____

GRANTEE'S ACCEPTANCE

GRANTEE HEREBY accepts and agrees to all terms and conditions of this Drainage Easement in consideration of the grant thereof.

WITNESSES:

[Signature]
Print Name: Leslie J. Campbell
[Signature]
Print Name: Cottle E. Rankin

GRANTEE:

YAMATO COURT LLC, a Florida limited liability company

By: [Signature]
Harvey Geller, Co-Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of February 2005 by Harvey Geller as Co-Manager of Yamato Court LLC, who is personally known or has produced _____ (type of identification) as identification.

[Signature]
Notary Public, State of Florida

Print Name: _____
Commission No. _____

My Commission Expires: _____



Cottle E. Rankin
Commission # DD361052
Expires November 20, 2008
Notary Public - Insurance, Inc. 800-999-7019

SCHEDULE OF EXHIBITS

- Exhibit "A" - Legal Description of Fillmore Parcel
- Exhibit "B" - Legal Description of Drainage Easement 1
- Exhibit "C" - Legal Description of Drainage Easement 2

This is not a certified copy

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT

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EXHIBIT "A"

THE SOUTH ONE-THIRD (S. 1/3) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THE SOUTH TWO-THIRDS (S. 2/3) OF THE WEST ONE-QUARTER (W. 1/4) OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST (SE 1/4); THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THE SOUTH TWO-THIRDS (S. 2/3) OF THE EAST ONE-QUARTER (E. 1/4) OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), LESS THE NORTH 400 FEET OF THE SOUTH 600 FEET OF THE WEST 544.5 FEET AND THE SOUTH 200 FEET FOR S.R. 704 RIGHT-OF-WAY, ALL BEING IN SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

CONTAINING: 20.85 ACRES, MORE OR LESS.

Not a Certified Copy

EXHIBIT 'B'

AN EASEMENT IN THE SOUTHEAST QUARTER OF SECTION 20,
 TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA,
 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE PLAT OF ANDROS ISLE,
 RECORDED IN PLAT BOOK 81, PAGE 87 OF THE PUBLIC RECORDS OF
 PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG THE NORTH RIGHT-OF-WAY OF OKEECHOBEE BOULEVARD,
 RECORDED IN OFFICIAL RECORD BOOK 4864, PAGE 1561 OF SAID PUBLIC
 RECORDS, S88°45'29"E FOR 545.40 FEET TO THE EAST LINE OF A
 PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 6509 PAGE 678,
 AND THE POINT OF BEGINNING;
 THENCE ALONG THE EAST LINE OF SAID PARCEL, N04°32'01"E FOR
 400.66 FEET TO THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE
 SAID SOUTHEAST QUARTER;
 THENCE ALONG SAID NORTH LINE, S88°45'29"E FOR 40.07 FEET TO A
 LINE LYING 40.00 FEET EAST OF, AND PARALLEL WITH, THE SAID EAST
 LINE OF THE PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 6509
 PAGE 678;
 THENCE ALONG SAID PARALLEL LINE, S04°32'01"W FOR 400.66 FEET TO
 THE SAID NORTH RIGHT-OF-WAY OF OKEECHOBEE BOULEVARD;
 THENCE ALONG SAID NORTH RIGHT-OF-WAY, N88°45'29"W FOR 40.07
 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,026 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S88°45'29"E ALONG THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SECTION 20/43/42.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
 COMPRISE THE COMPLETE LEGAL DESCRIPTION.
 THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
 ACCOMPANY EACH OTHER.
 REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
 WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
 MAPPER NOTED HEREON.

John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: MAR 24 2005

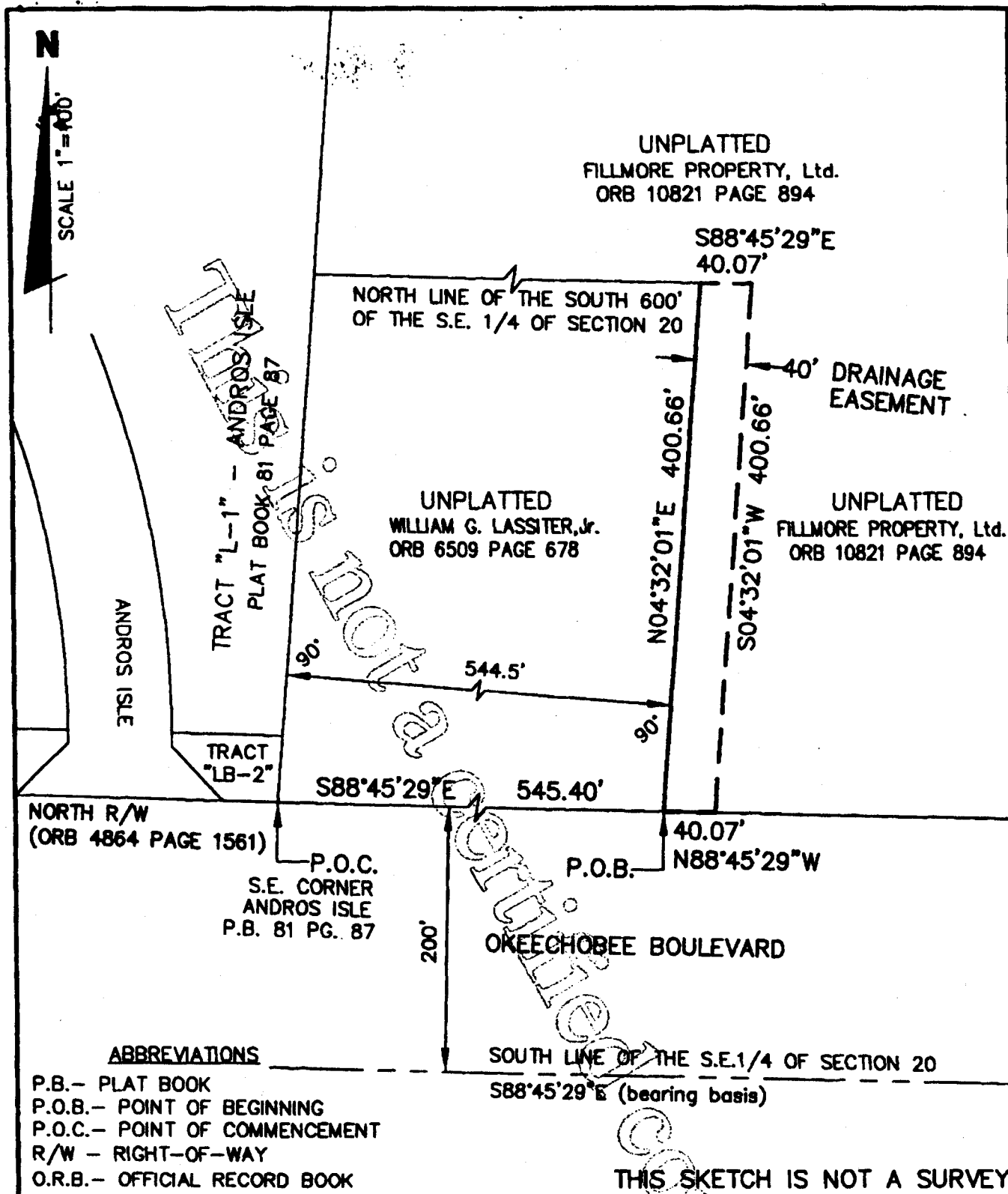
BP
BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
 (561) 775-9337, (561) 626-7866 FAX

LEGAL DESCRIPTION

DRAWN: MOB	PROJ. No. 02-018
CHECKED: JEP	SCALE: NONE
OKEECHOBEE BLVD	DATE: 7/19/04
DRAINAGE EASEMENT	SHEET 1 OF 2

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
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B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
 (561) 775-9337, (561) 626-7866 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 02-018
CHECKED: JEP	SCALE: 1"=100'
OKEECHOBEE BLVD.	DATE: 7/19/04
DRAINAGE EASEMENT	SHEET 2 OF 2

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
13 of 14

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE PLAT OF ANDROS ISLE, RECORDED IN PLAT BOOK 81, PAGE 87 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID PLAT, AND THE NORTHERLY EXTENSION THEREOF ALONG THE BOUNDARY OF THE PLAT OF ANDROS ISLE PARCEL A, RECORDED IN PLAT BOOK 81, PAGE 99 OF SAID PUBLIC RECORDS, N04°32'01"E FOR 677.72 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PLAT OF ANDROS ISLE PARCEL A, S88°37'51"E FOR 111.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°37'51"E FOR 57.36 FEET; THENCE CONTINUE ALONG SAID PLAT BOUNDARY, N04°35'51"E FOR 658.30 FEET; THENCE CONTINUE ALONG SAID PLAT BOUNDARY, AND THE EASTERLY EXTENSION THEREOF ALONG THE BOUNDARY OF THE PLAT OF OAKTON LAKES, R.P.D., RECORDED IN PLAT BOOK 80, PAGE 33 OF SAID PUBLIC RECORDS, S88°32'10"E FOR 410.30 FEET; THENCE S51°53'11"E FOR 126.99 FEET; THENCE S35°09'57"E FOR 96.95 FEET; THENCE S46°03'09"E FOR 94.70 FEET TO A LINE LYING 25.00 FEET WEST OF, AND PARALLEL WITH, SAID BOUNDARY OF THE PLAT OF OAKTON LAKES R.P.D.; THENCE ALONG SAID PARALLEL LINE, S04°51'15"W FOR 464.50 FEET TO A LINE LYING 25.00 FEET SOUTH OF, AND PARALLEL WITH, SAID BOUNDARY OF THE PLAT OF OAKTON LAKES R.P.D.; THENCE ALONG SAID PARALLEL LINE, S88°37'51"E FOR 168.70 FEET TO A LINE LYING 25.00 FEET WEST OF, AND PARALLEL WITH, SAID BOUNDARY OF THE PLAT OF OAKTON LAKES R.P.D.; THENCE ALONG SAID PARALLEL LINE, S04°55'06"W FOR 249.93 FEET TO THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE SAID SOUTHEAST QUARTER OF SECTION 20; THENCE ALONG SAID NORTH LINE, N88°45'29"W FOR 709.50 FEET; THENCE N27°03'33"W FOR 313.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.16 ACRES, MORE OR LESS.

BEARING BASIS: N88°45'29"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20/43/42.

EXHIBIT "C"

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

John E. Phillips III

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: MAR 21 2005

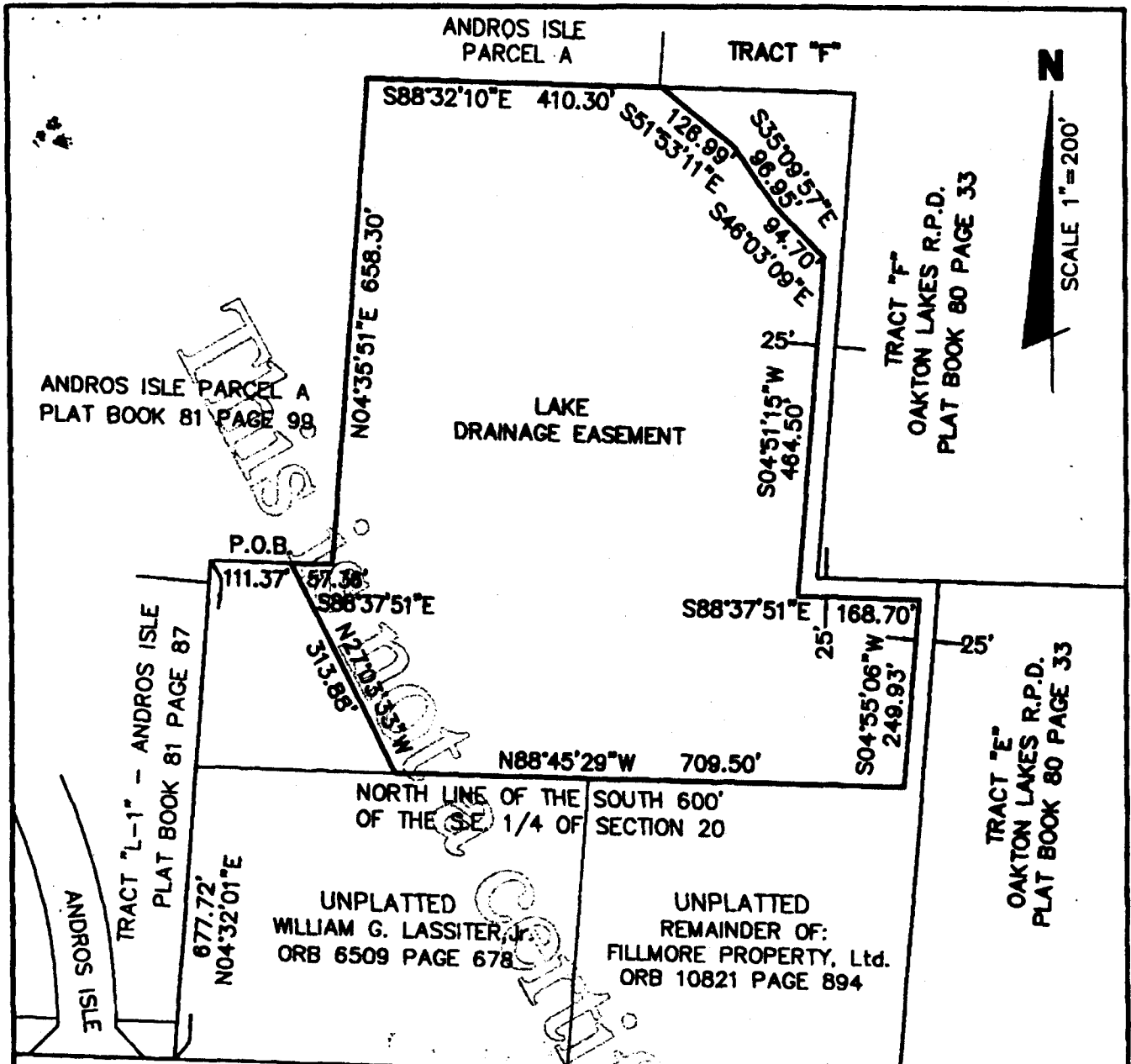
BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
(561) 775-9337, (561) 626-7866 FAX

LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 02-018
CHECKED: JEP	SCALE: NONE
OKEECHOBEE BLVD	DATE: 7/19/04
DRAINAGE EASEMENT	SHEET 1 OF 2

ATTACHMENT 4
DRAINAGE EASEMENT
AGREEMENT
14 of 14



ANDROS ISLE PARCEL A
PLAT BOOK 81 PAGE 98

TRACT "L-1" - ANDROS ISLE
PLAT BOOK 81 PAGE 87

UNPLATTED
WILLIAM G. LASSITER, JR.
ORB 6509 PAGE 678

UNPLATTED
REMAINDER OF:
FILLMORE PROPERTY, Ltd.
ORB 10821 PAGE 894

P.O.C. - S.E. CORNER
ANDROS ISLE
PLAT BOOK 81 PAGE 87

NORTH R/W (ORB 4864 PAGE 1561)
OKEECHOBEE BOULEVARD

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK

SOUTH LINE OF THE S.E. 1/4 OF SECTION 20
N88°45'29"W (bearing basis)

THIS SKETCH IS NOT A SURVEY

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
(561) 775-9337, (561) 626-7866 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 02-018
CHECKED: JEP	SCALE: 1"=200'
OKEECHOBEE BLVD DRAINAGE EASEMENT	DATE: 7/19/04
	SHEET 2 OF 2

ATTACHMENT 5
ASSIGNMENT OF DRAINAGE EASEMENT

1 of 2



CFN 20050380136
OR BK 18774 PG 1381
RECORDED 06/20/2005 15:39:30
Palm Beach County, Florida
AMT 250,000.00
Doc Stamp 1,750.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1381 - 1382; (2pgs)

Prepared by and Return to:
WILL CALL #69
WILLIAM R. BOOSE, III, ESQ./ljc
Boose Casey Ciklin et al
18th Floor - Northbridge Tower I
515 North Flagler Drive
West Palm Beach, Florida 33401

ASSIGNMENT OF DRAINAGE EASEMENT

THIS ASSIGNMENT, made this 4th date of February, 2005, by YAMATO COURT LLC, a Florida limited liability company (hereinafter called "Assignor"), to PALM BEACH COUNTY, a Political Subdivision of the State of Florida (hereinafter called "Assignee");

WITNESSETH:

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers, conveys and assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and under the following:

That certain Drainage Easement Agreement, dated that 4th of February 2005, as recorded in Official Record Book 18774 Page 1381, Public Records of Palm Beach County, Florida, executed by and between FILLMORE PROPERTY, LTD., a Florida limited partnership, as "Grantor" and YAMATO COURT LLC, a Florida limited liability company, as "Grantee" for the real property described in Exhibit "A" to the Drainage Easement Agreement and by this reference made a part hereof (hereinafter called the "Drainage Easement Agreement").

This Assignment is given for the purpose of assigning all of Assignor's right, title and interest, in and to the said Drainage Easement Agreement to Assignee. All terms and conditions of

CER: H:\WPDOCS\Fillmore\Assign\DrainEasement.doc12/3/05M:32 PM

APPROVED BY THE PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ON 2/15/05 R2005-0371
[Signature]
County Attorney or Designee

ATTACHMENT 5
ASSIGNMENT OF DRAINAGE EASEMENT
2 of 2

the Drainage Easement Agreement shall remain in full force and effect and binding upon Grantor and Grantee, their successors and/or assigns.

WITNESSES:

"ASSIGNOR"

YAMATO COURT LLC, a Florida limited liability company

By: [Signature]
Harvey Geller, Manager

[Signature]
Sign
Leslie J. Campbell
Print Name

[Signature]
Sign
Cottie E. Rankin
Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of January 2005, by Harvey Geller, as Manager of YAMATO COURT LLC, a Florida limited liability company, who is personally known to me or who has produced [Signature] (indicate form of identification) (if left blank personal knowledge existed) as identification.

[Signature]
Notary Public State of
Notary Print Name:
NOTARY SEAL

My Commission Expires:

Leslie J. Campbell
MY COMMISSION # DD146414 EXPIRES
December 14, 2006
BONDED BY TROY FAY INSURANCE, INC

CER: H:\WPDOCS\Filmore\AssignDrainEasement.doc2/3/064:32 PM