

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 6/26/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Cook 7-18-06
 OFMB
 7-18-06
 11/18/06
 AM
 7/18/06

Jim J. Sawicki 7/19/06
 Contract Dev. and Control
 6/20/06 7/1/06

B. Approved as to Form and Legal Sufficiency:

Paul F. J. 7/20/06
 Assistant County Attorney

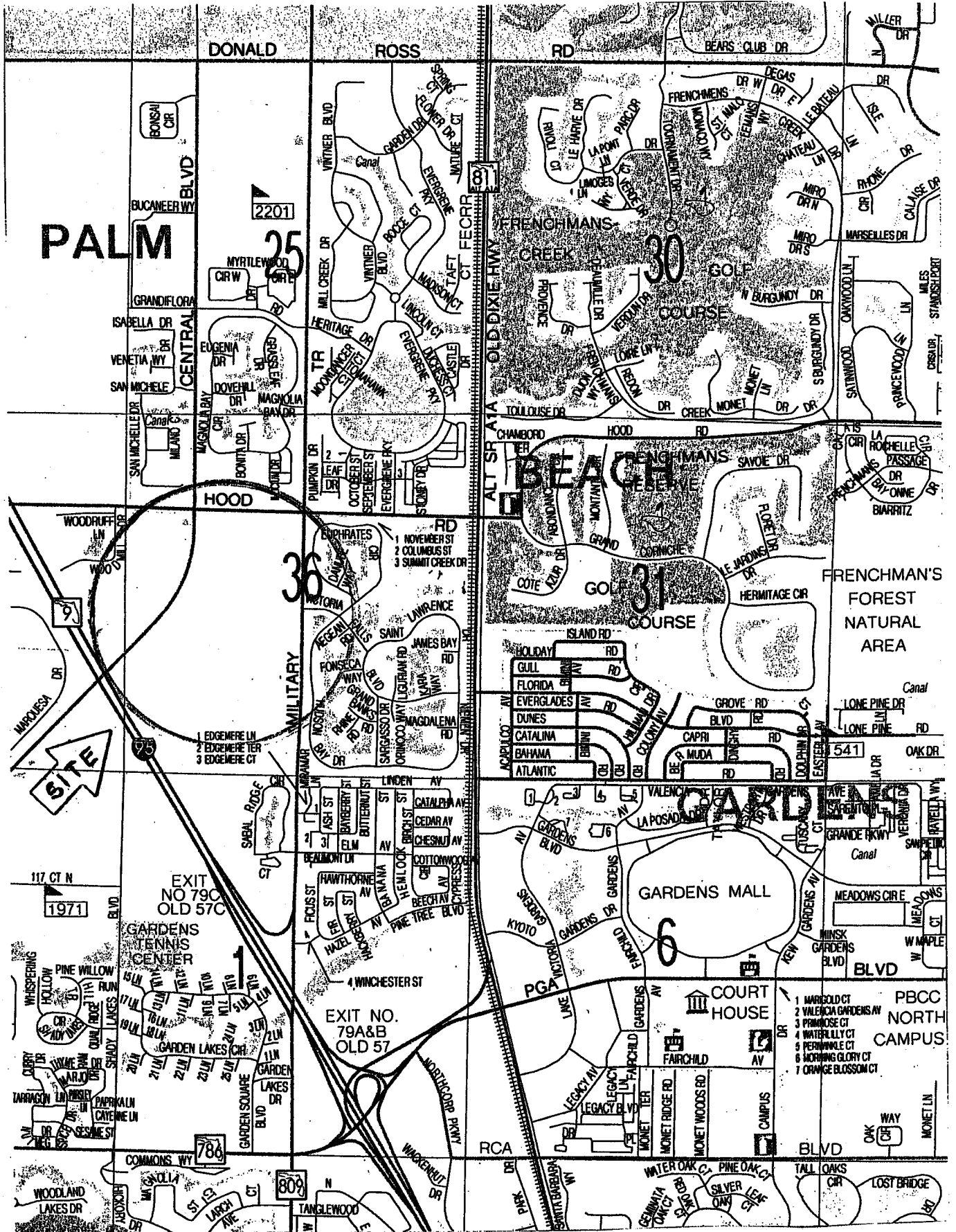
This item complies with current County policies.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP



RETURN TO: PALM BEACH COUNTY
NAME: R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: JIM DROSAKIS
ACCT. NO.: 1010 W/C BOX 1066

RELEASE OF EASEMENT

Whereas, on March 5, 2004, a Drainage Easement was recorded in Official Record Book 16629, Pages 1851-1854, Public Records of Palm Beach County, Florida, and

Whereas, Palm Beach County was granted said easement in conjunction with County Roadway Project No. 2001607 (Hood Rd., West of Central Blvd. to Alternate A1A), and

Whereas, a proposed new subdivision, Paloma, is to be constructed at the southwest corner of Military Trail and Hood Road in the City of Palm Beach Gardens, Florida, and the developer of said subdivision, M/I Homes of West Palm Beach, LLC has requested that Palm Beach County release said Drainage Easement, and

Whereas, M/I Homes of West Palm Beach, LLC, as a condition of this Release of Easement, has granted a new Drainage Easement to Palm Beach County and has agreed to other terms and conditions.

NOW, THEREFORE, Palm Beach County does hereby release the Drainage Easement recorded in Official Record Book, 16629, Pages 1851-1854, in Public Records of Palm Beach County, Florida; and

IN WITNESS WHEREOF, the County has caused this Release of Easement Rights to be executed on this _____ day of _____, 2006.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA , BY
ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
County Attorney

Return to:
Name: Right-of-way Acquisition Section
Palm Beach County Engineering
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn:
Acct. No.: 1010 W/C BOX 1066

NEW DRAINAGE EASEMENT

This Instrument Prepared by:
Name: Paul F. King, Assistant County Attorney
Palm Beach County
Address: Post Office Box 21229
West Palm Beach, Florida 33416

*NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE
SPACE ABOVE THIS LINE FOR PROCESSING DATA

P.C. No.: 52124136000003040

PROJECT NO. 1993900
ROAD NAME: MILITARY / HOODS ROAD
PARCEL NO. N/A

DRAINAGE EASEMENT

THIS EASEMENT, made this 16th day of May, 2006, between M/I Homes of West Palm Beach, LLC, a Florida limited liability company, as the party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida, as the party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant(s) unto the party of the second part, its successors and assigns, for the purpose of a perpetual drainage easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

This drainage easement shall be used to permanently install and maintain, when necessary, a pipe or pipes underground for the purposes of carrying water to, and or from, water retention areas. This drainage easement shall be non-exclusive, provided, however, that the grantors and their successors and assigns, shall be permanently prohibited from removing or interfering with the operation, functioning, maintenance, when necessary, or repair of any underground pipe or pipes installed by the grantee in the drainage easement area. To the extent that the grantors and their successors and assigns hinder or obstruct the operation, functioning, maintenance, or repair of any underground pipe or pipes installed in the drainage easement area, the grantee shall not be liable or responsible for the cost of restoration of the obstruction. The installation of the pipe or pipes under the land shall not extend beyond the limits outlined in the attached legal description.

The party of the second part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the easement area.

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party has hereto set its hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

M/I HOMES OF WEST PALM BEACH, LLC, a
Florida limited liability company.

(CORPORATE SEAL)

[Signature]
WITNESS Signature (Required)

BY: [Signature]
SIGNATURE OF VICE PRESIDENT

Jusan Sommers
TYPED OR PRINTED NAME OF WITNESS

Mark E. Welch
TYPED OR PRINTED NAME OF VICE PRESIDENT

[Signature]
WITNESS SIGNATURE (Required)

ATTEST: [Signature]
SIGNATURE OF SECRETARY

Allison C. Ellis
TYPED OR PRINTED NAME OF WITNESS

GLEN TROTTA
TYPED OR PRINTED NAME OF SECRETARY

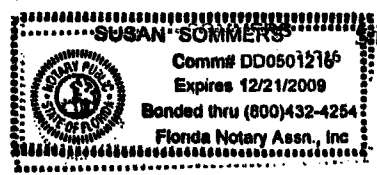
4 Harvard Circle, Suite 950
West Palm Beach, Florida 33409

MAILING ADDRESS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Mark Welch, as Vice President of M/I Homes of West Palm Beach, LLC, a Florida limited liability company who is personally known to me or who has produced N/A as identification, executed the foregoing instrument as such Officer(s) on behalf of the said Company for the uses and purposes therein expressed.

WITNESS my hand and official seal this 16 day of May, 2006.



Signed: [Signature]
Notary Public in and for
the County and State aforementioned

EXHIBIT "A"



951 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-0988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

PALOMA - DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THE WEST ONE-HALF OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE HALF OF SAID SECTION 36; THENCE NORTH 88° 34'50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 107.00 FEET; THENCE NORTH 01° 43'40" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH 88° 34'50" WEST, ALONG A LINE 35.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 685.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 34'50" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01° 25'10" EAST, A DISTANCE OF 26.63 FEET; THENCE NORTH 20° 53'48" EAST, A DISTANCE OF 149.89 FEET; THENCE NORTH 42° 21'10" EAST, A DISTANCE OF 83.18 FEET; THENCE NORTH 26° 44'11" EAST, A DISTANCE OF 158.33 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 78° 38'39" WEST;

NOTES


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 36-41-42, HAVING A BEARING OF NORTH 88° 34'50" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.

ABBREVIATIONS

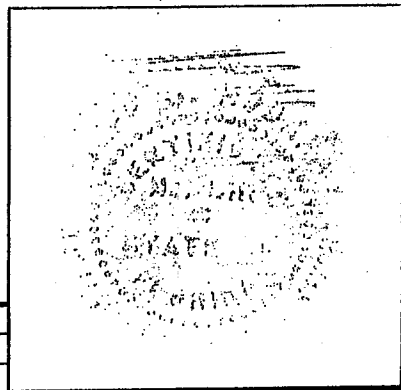
- L ARLENGTH
- CONC. CONCRETE
- COR. CORNER
- D DELTA (CENTRAL ANGLE)
- D.E. DRAINAGE EASEMENT
- I.R. IRON ROD
- I.R.C. IRON ROD AND CAP
- L.B. LICENSED BUSINESS
- L.S. LICENSED SURVEYOR
- MON. MONUMENT
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- PG. PAGE
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- R/W RIGHT-OF-WAY
- U.E. UTILITY EASEMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

LAST DATE OF FIELD WORK : NOT A SURVEY



Project Name:	PALOMA	DRAINAGE EASEMENT	DATE:	4/06/2006
JOB NO.	03112	DWG BY:	JSH	4/20/06 CORRECT PER PBC
		CK'D By:	JS	SHEET 1 OF 8

**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)**

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 702.54 FEET AND A CENTRAL ANGLE OF 02° 00'17", A DISTANCE OF 24.58 FEET; THENCE NORTH 26° 44'11" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 35.92 FEET; THENCE NORTH 00° 00'00" EAST, A DISTANCE OF 728.47 FEET; THENCE NORTH 28° 52'46" EAST, A DISTANCE OF 126.15 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 46° 26'17" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.62 FEET AND A CENTRAL ANGLE OF 12° 00'30", A DISTANCE OF 15.85 FEET; THENCE NORTH 26° 40'30" EAST, A DISTANCE OF 23.94 FEET; THENCE NORTH 03° 37'06" EAST, A DISTANCE OF 85.93 FEET; THENCE NORTH 19° 32'43" WEST, A DISTANCE OF 23.64 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 27° 09'24" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.50 FEET AND A CENTRAL ANGLE OF 12° 19'03", A DISTANCE OF 16.23 FEET; THENCE NORTH 22° 05'23" WEST, A DISTANCE OF 153.30 FEET; THENCE NORTH 14° 08'27" EAST, A DISTANCE OF 444.42 FEET; THENCE NORTH 21° 54'16" WEST, A DISTANCE OF 84.98 FEET; THENCE NORTH 01° 13'52" EAST, A DISTANCE OF 157.00 FEET; THENCE NORTH 00° 24'14" EAST, A DISTANCE OF 56.01 FEET; THENCE NORTH 01° 13'52" EAST, A DISTANCE OF 180.50 FEET; THENCE NORTH 01° 42'11" EAST, A DISTANCE OF 89.00 FEET; THENCE NORTH 01° 13'52" EAST, A DISTANCE OF 228.79 FEET; THENCE NORTH 88° 37'38" WEST, A DISTANCE OF 13.13 FEET; THENCE NORTH 01° 22'22" EAST, A DISTANCE OF 207.95 FEET; THENCE SOUTH 90° 00'00" WEST, A DISTANCE OF 57.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET AND A CENTRAL ANGLE OF 112° 02'37", A DISTANCE OF 74.31 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1471.10 FEET AND A CENTRAL ANGLE OF 03° 36'35", A DISTANCE OF 92.68 FEET; THENCE NORTH 32° 58'58" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 37.99 FEET TO A POINT ON THE ARC OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 72° 59'19" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1481.10 FEET AND A CENTRAL ANGLE OF 08° 37'58", A DISTANCE OF 223.16 FEET TO A POINT OF REVERSE CURVATURE ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.00 FEET AND A CENTRAL ANGLE OF 83° 29'16", A DISTANCE OF 55.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88° 08'02" EAST, A DISTANCE OF 51.34 FEET; THENCE NORTH 36° 40'18" EAST, A DISTANCE OF 34.10 FEET; THENCE SOUTH 88° 08'02" EAST, A DISTANCE OF 28.43 FEET; THENCE NORTH 01° 18'38" EAST, A DISTANCE OF 164.26 FEET; THENCE SOUTH 74° 59'19" EAST, A DISTANCE OF 43.79 FEET; THENCE NORTH 27° 56'42" EAST, A DISTANCE OF 11.77 FEET; THENCE NORTH 01° 51'58" EAST, A DISTANCE OF 166.50 FEET; THENCE NORTH 57° 41'57" WEST, A DISTANCE OF 29.56 FEET; THENCE NORTH 01° 52'03" EAST, A DISTANCE OF 77.22 FEET; THENCE SOUTH 88° 08'02" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HOOD ROAD, AS RECORDED IN OFFICIAL

JOB NO.	03112	Project Name:	PALOMA	DWG BY:	JSH	SCALE:	N/A	4/20/06 CORRECT PER PBC
			DRAINAGE EASEMENT	CK'D By:	JS	DATE:	4/06/2006	SHEET 2 OF 8

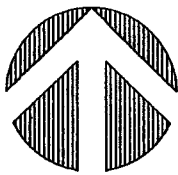
**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)**

RECORDS BOOK 15713, AT PAGE 630 OF SAID PUBLIC RECORDS, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01° 52'03" WEST, A DISTANCE OF 65.78 FEET; THENCE SOUTH 57° 41'57" EAST, A DISTANCE OF 29.56 FEET; THENCE SOUTH 01° 51'58" WEST, A DISTANCE OF 182.58 FEET; THENCE SOUTH 27° 56'42" WEST, A DISTANCE OF 32.33 FEET; THENCE NORTH 74° 59'19" WEST, A DISTANCE OF 29.11 FEET; THENCE SOUTH 01° 18'38" WEST, A DISTANCE OF 174.33 FEET; THENCE SOUTH 36° 40'18" WEST, A DISTANCE OF 48.38 FEET; THENCE SOUTH 01° 18'38" WEST, A DISTANCE OF 34.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 40° 09'53", A DISTANCE OF 33.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 39° 55'11", A DISTANCE OF 33.44 FEET; THENCE SOUTH 01° 33'20" WEST, A DISTANCE OF 237.36 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 38.00 FEET AND A CENTRAL ANGLE OF 87° 51'38", A DISTANCE OF 58.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 24'58" WEST, A DISTANCE OF 9.66 FEET; THENCE SOUTH 01° 22'22" WEST, A DISTANCE OF 209.41 FEET; THENCE NORTH 88° 28'06" WEST, A DISTANCE OF 26.87 FEET; THENCE SOUTH 01° 13'52" WEST, A DISTANCE OF 228.80 FEET; THENCE SOUTH 01° 42'11" WEST, A DISTANCE OF 89.00 FEET; THENCE SOUTH 01° 13'52" WEST, A DISTANCE OF 180.50 FEET; THENCE SOUTH 00° 24'14" WEST, A DISTANCE OF 56.01 FEET; THENCE SOUTH 01° 13'52" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 88° 46'08" EAST, A DISTANCE OF 29.87 FEET; THENCE SOUTH 21° 54'16" EAST, A DISTANCE OF 118.59 FEET; THENCE SOUTH 14° 08'27" WEST, A DISTANCE OF 444.31 FEET; THENCE SOUTH 22° 05'23" EAST, A DISTANCE OF 124.14 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 50° 56'37" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 35° 59'30", A DISTANCE OF 30.15 FEET; THENCE SOUTH 19° 32'43" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 27.78 FEET; THENCE SOUTH 03° 37'06" WEST, A DISTANCE OF 94.05 FEET; THENCE SOUTH 26° 36'10" WEST, A DISTANCE OF 28.13 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 19° 13'19" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.62 FEET AND A CENTRAL ANGLE OF 13° 06'12", A DISTANCE OF 17.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 21° 45'38", A DISTANCE OF 13.29 FEET; THENCE SOUTH 28° 52'46" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 114.50 FEET; THENCE SOUTH 00° 00'00" WEST, A DISTANCE OF 727.18 FEET; THENCE SOUTH 26° 44'11" WEST, A DISTANCE OF 97.08 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 20° 35'24" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 AND A CENTRAL ANGLE OF 36° 38'41", A DISTANCE OF 30.70 FEET; THENCE SOUTH 26° 44'11" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 140.80 FEET; THENCE SOUTH 42° 21'10" WEST, A DISTANCE OF 82.14 FEET; THENCE SOUTH 20° 53'48" WEST, A DISTANCE OF 142.67 FEET; THENCE SOUTH 01° 25'10" WEST, A DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING.

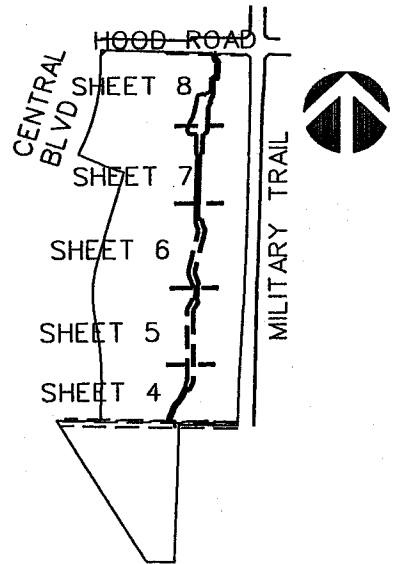
SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA AND CONTAIN 5.189 ACRES MORE OR LESS.

JOB NO.	03112	Project Name:	PALOMA	DWG BY:	JSH	SCALE:	N/A	4/20/06 CORRECT PER PBC
			DRAINAGE EASEMENT	CK'D By:	JS	DATE:	4/06/2006	SHEET 3 OF 8

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

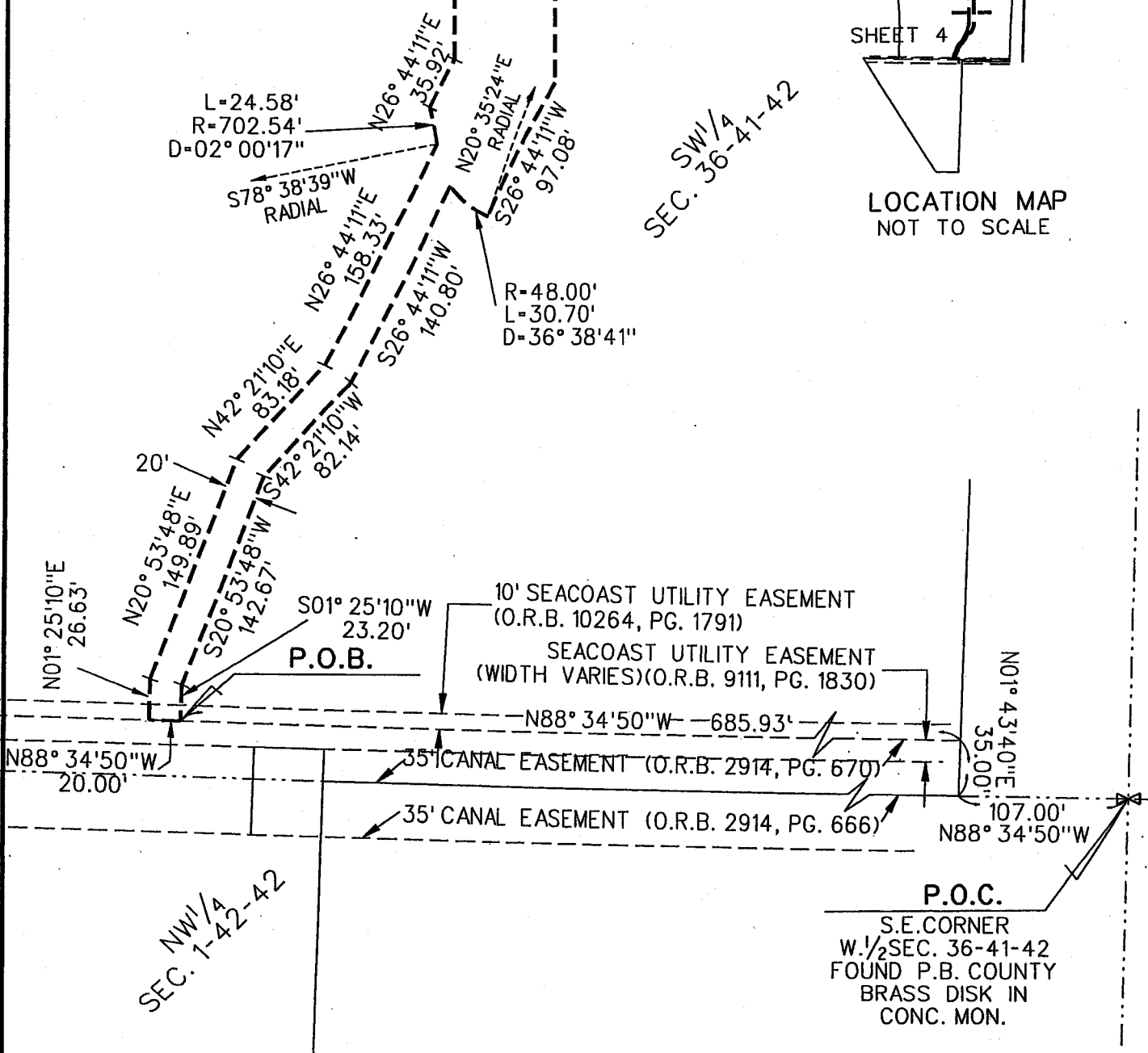


SEE SHEET 5
MATCH LINE



SW 1/4
SEC. 36-41-42

LOCATION MAP
NOT TO SCALE

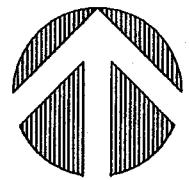
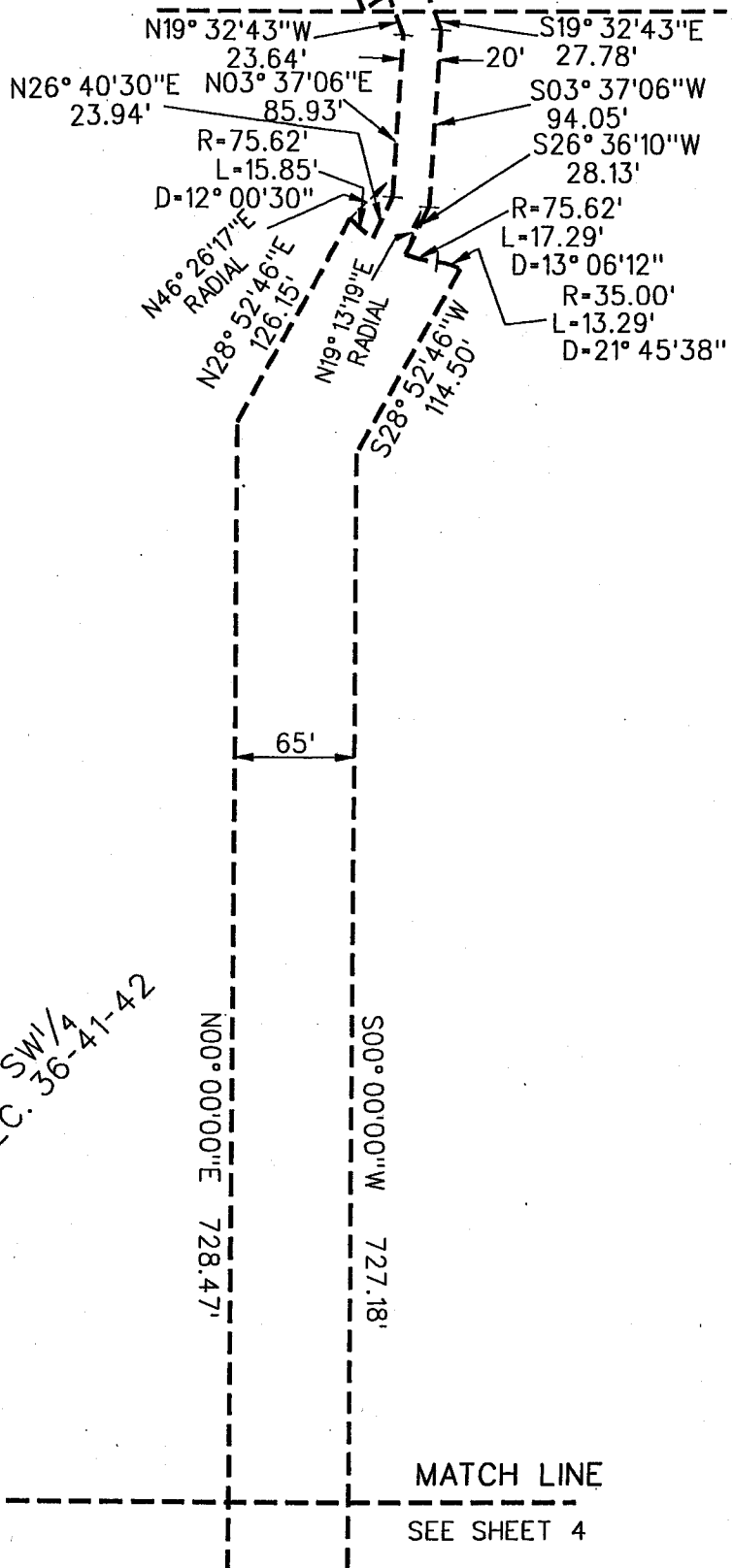


JOB NO. 03112	Project Name: PALOMA	DWG BY: JSH	SCALE: 1"=100'	DATE: 4/06/2006
	DRAINAGE EASEMENT	CK'D By: JS		SHEET 4 OF 8

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

SEE SHEET 6

MATCH LINE



SEC. 36-41-42
SW 1/4

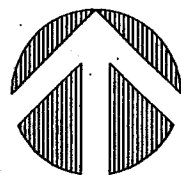
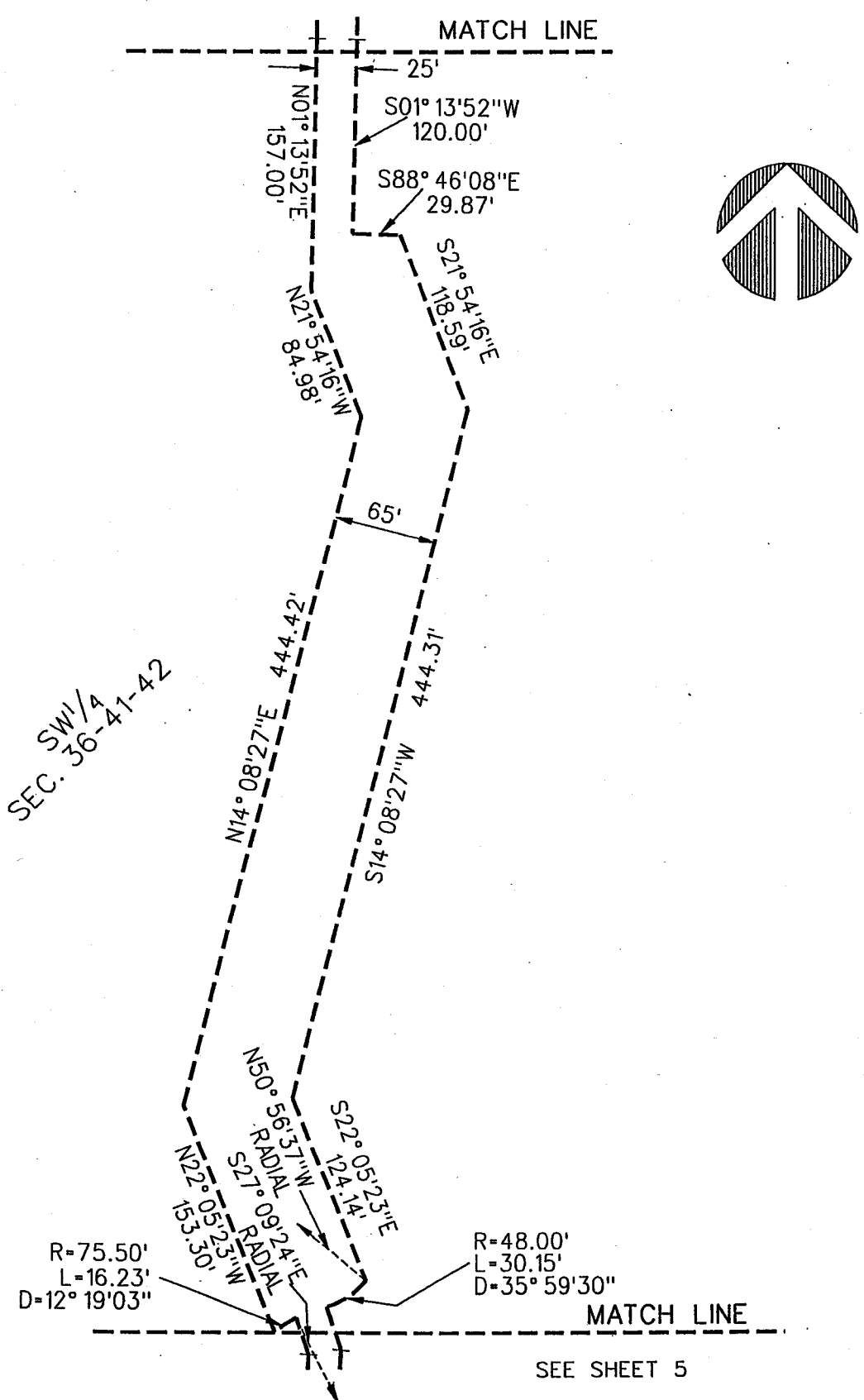
MATCH LINE

SEE SHEET 4

JOB NO. 03112	Project Name: PALOMA	DWG BY: JSH	SCALE: 1"=100'	DATE: 4/06/2006
	DRAINAGE EASEMENT	CK'D By: JS		SHEET 5 OF 8

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

SEE SHEET 7



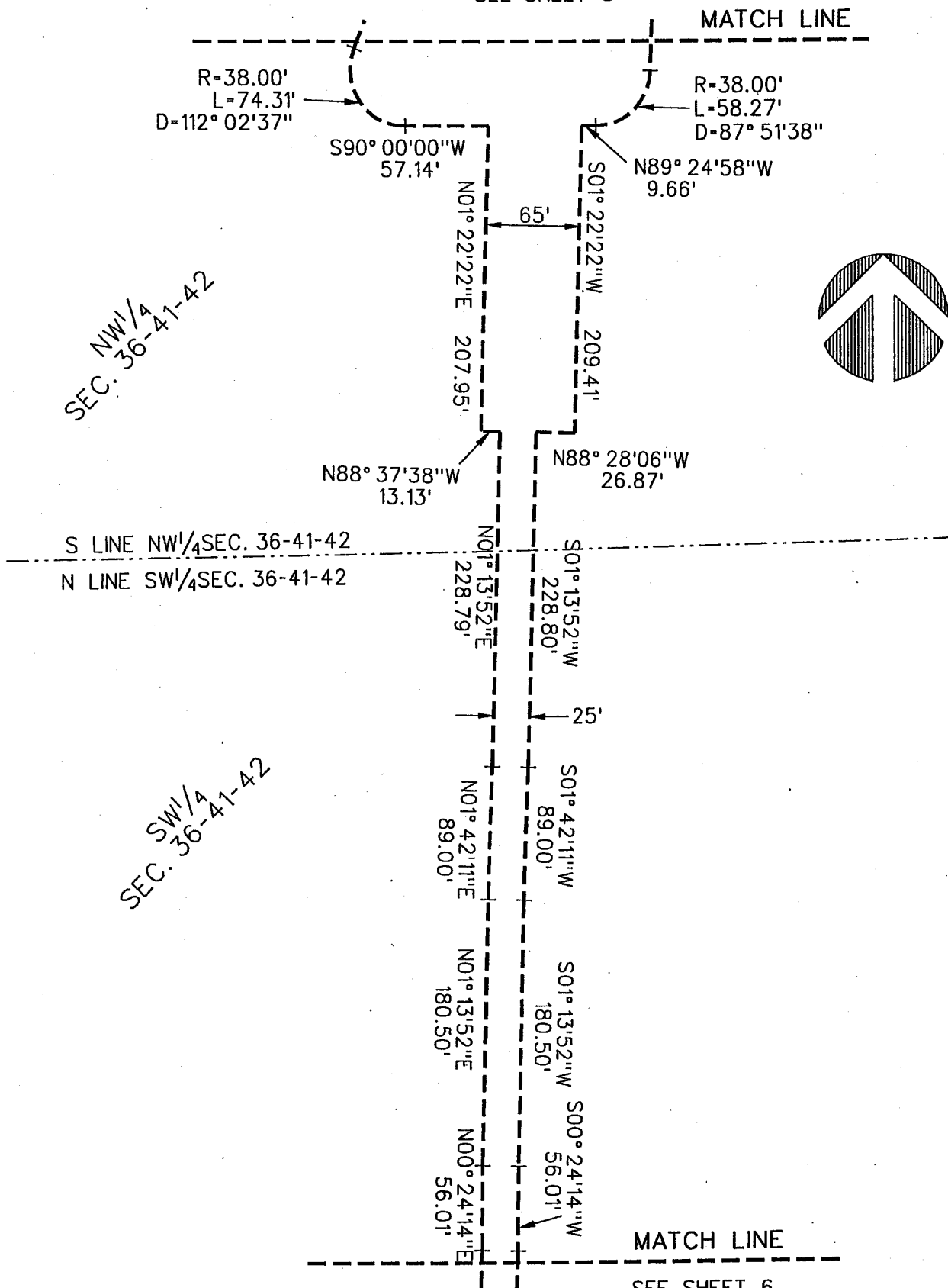
SEC. 36-41-42
SW1/4

SEE SHEET 5

JOB NO.	03112	Project Name:	PALOMA	DWG BY:	JSH	SCALE:	1"=100'
			DRAINAGE EASEMENT	CK'D By:	JS	DATE:	4/06/2006
							SHEET 6 OF 8

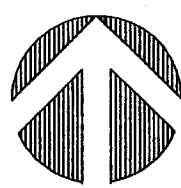
SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

SEE SHEET 8



NW 1/4
SEC. 36-41-42

SW 1/4
SEC. 36-41-42



JOB NO. 03112	Project Name: PALOMA	DWG BY: JSH	SCALE: 1"=100'	DATE: 4/06/2006
	DRAINAGE EASEMENT	CK'D By: JS		SHEET 7 OF 8

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

HOOD ROAD
125' RIGHT-OF-WAY
(D.B. 1083, PG. 141)



20' U.E. (O.R.B. 2605, PG. 326)

RIGHT-OF-WAY
(O.R.B. 15713, PG. 630)

N01° 52'03"E
77.22'

S01° 52'03"W
65.78'

S57° 41'57"E
29.56'

N57° 41'57"W
29.56'

20'

N27° 56'42"E
11.77'

S74° 59'19"E
43.79'

N01° 51'58"E
166.50'

S01° 51'58"W
182.58'

DRAINAGE EASEMENT
(O.R.B. 16629, PG. 1851)

N01° 18'38"E
164.26'

S27° 56'42"W
32.33'

N74° 59'19"W
29.11'

S88° 08'02"E
28.43'

N36° 40'18"E
34.10'

R=38.00'
L=55.37'
D=83° 29'16"

S88° 08'02"E
51.34'

S01° 18'38"W
174.35'

S36° 40'18"W
48.38'

S01° 18'38"W
34.23'

R=48.00'
L=33.65'

D=40° 09'53"

R=48.00'
L=33.44'
D=39° 55'11"

S01° 33'20"W
237.36'

N72° 59'19"W
RADIAL

N32° 58'58"E
37.99'
NON-TANGENT

R=1471.10'
L=92.68'
D=03° 36'35"

MATCH LINE

SEE SHEET 7

JOB NO.	03112	Project Name:	PALOMA	DWG BY:	JSH	SCALE:	1"=100'	4/20/06 CORRECT PER PBC
			DRAINAGE EASEMENT	CK'D By:	JS	DATE:	4/06/2006	SHEET 8 OF 8

**EXISTING DRAINAGE EASEMENT
WITH EXHIBIT "A"**



Return to:
 Name: Right-of-way Acquisition Section
 Palm Beach County Engineering
 Post Office Box 21229
 Address: West Palm Beach, Florida 33416
 Attn: **JOYCE BOYER**
 Acct. No.: 1010 W/C BOX 1066

This Instrument Prepared by:
 Name: Paul F. King, Assistant County Attorney
 Palm Beach County
 Address: Post Office Box 21229
 West Palm Beach, Florida 33416
 P.C. No.: 52-42-41-36-00-000-3040

03/05/P004 10:02:59 20040122221
 OR BK 16629 PG 1851
 Palm Beach County, Florida
 Dorothy H Wilken, Clerk of Court

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE
 SPACE ABOVE THIS LINE FOR PROCESSING DATA

(Corporate) PROJECT NO. ~~201607~~ 2001607
 BOARD OF COUNTY COMMISSIONERS ROAD NAME: HOOD ROAD
 DATE 02/26/04 PARCEL NO. 201
DRAINAGE EASEMENT

THIS EASEMENT, made this 5th day of DEC., 2003, between GARDENS 207, LLC, a Florida limited liability company, as the party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida, as the party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant(s) unto the party of the second part, its successors and assigns, for the purpose of a perpetual drainage easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

This drainage easement shall be used to permanently install and maintain, when necessary, a pipe or pipes underground for the purposes of carrying water to, and or from, water retention areas. This drainage easement shall be non-exclusive, provided, however, that the grantors and their successors and assigns, shall be permanently prohibited from removing or interfering with the operation, functioning, maintenance, when necessary, or repair of any underground pipe or pipes installed by the grantee in the drainage easement area. To the extent that the grantors and their successors and assigns hinder or obstruct the operation, functioning, maintenance, or repair of any underground pipe or pipes installed in the drainage easement area, the grantee shall not be liable or responsible for the cost of restoration of the obstruction. The installation of the pipe or pipes under the land shall not extend beyond the limits outlined in the attached legal description.

The party of the second part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the easement area.

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party has hereunto set its hand(s) and seal(s) the day and year first above written.

~~(CORPORATE SEAL)~~

Signed, sealed and delivered in the presence of:
 (Signature of two witnesses required by Florida Law)

[Signature]
 WITNESS Signature (Required)

John P. Schvenzel
 TYPED OR PRINTED NAME OF WITNESS

[Signature]
 WITNESS SIGNATURE (Required)

Lawrence T. Duddy
 TYPED OR PRINTED NAME OF WITNESS

GARDENS 207, LLC, a Florida limited liability company

BY: [Signature]
 CORPORATION NAME - TYPED OR PRINTED

Michael S. Nevel
 SIGNATURE OF PRESIDENT/Manager

Michael S. Nevel
 TYPED OR PRINTED NAME OF PRESIDENT/Manager

ATTEST: [Signature]
 SIGNATURE OF SECRETARY

[Signature]
 TYPED OR PRINTED NAME OF SECRETARY
 6401 S.W. 87th Avenue, suite 107
 Miami, Florida 33173

MAILING ADDRESS

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Michael S. Nevel the Manager of Gardens 207, LLC, a Florida limited liability company, who is / are personally known to me or who has produced [Signature] as identification and who did/did not take an oath, executed the foregoing instrument as such officer(s) on behalf of the said Company for the uses and purposes therein expressed.

WITNESS my hand and official seal this 5th day of December, 2003.

Signed: Myrna Butron
 Notary Public in and for
 the County and State aforementioned

NOTARIAL SEAL



DESCRIPTION & SKETCH

PREPARED FOR:
WCI

**DRAINAGE EASEMENT
NO. 201
HOOD ROAD**

EXHIBIT "A" PAGE 1 OF 3

LEGAL DESCRIPTION:

A PORTION OF LAND SITUATED IN SECTION 36, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HOOD ROAD, AS RECORDED IN DEED BOOK 1083, PAGE 141, AND THE WEST RIGHT-OF-WAY OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGES 581-582, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°08'02" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 322.26 FEET; THENCE SOUTH 01°51'58" WEST, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°52'03" WEST, A DISTANCE OF 131.50 FEET; THENCE SOUTH 88°08'02" EAST, A DISTANCE OF 184.92 FEET; THENCE SOUTH 01°51'58" WEST, A DISTANCE OF 30.97 FEET; THENCE NORTH 71°52'20" EAST, A DISTANCE OF 143.27 FEET TO A POINT ON THE WEST LINE OF ADDITIONAL RIGHT-OF-WAY FOR MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 7483, PAGES 1746-1776, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 01°51'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 21.20 FEET; THENCE SOUTH 71°52'20" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 143.52 FEET; THENCE SOUTH 01°51'58" WEST, A DISTANCE OF 355.74 FEET; THENCE NORTH 88°08'02" WEST, A DISTANCE OF 231.00 FEET; THENCE NORTH 01°51'58" EAST, A DISTANCE OF 408.00 FEET; THENCE SOUTH 88°08'02" EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 01°52'03" EAST, A DISTANCE OF 131.50 FEET; THENCE SOUTH 88°08'02" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 99,745 SQUARE FEET OR 2.290 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. BEARING BASED ON THE SOUTH RIGHT-OF-WAY LINE OF HOOD ROAD, AS RECORDED IN DEED BOOK 1083, PAGE 141, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING N88°08'02"W.
5. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC.
6. DATE OF LEGAL DESCRIPTION: MARCH 27, 2003

WANTMAN GROUP, INC.

[Signature]

ROBIN B. PETZOLD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 4567



Wantman Group, Inc.

Engineering ♦ Surveying ♦ Mapping

901 NORTHPOINT PARKWAY, SUITE 204
WEST PALM BEACH, FL 33407
(561) 687-2220 phone
(561) 687-1110 fax
CERT No. 6091 - LB No. 7055

CAD K:\WCI\HOODROAD\DWG\2432SK19

REF K:\WCI\HOODROAD\DWG\2432MG01

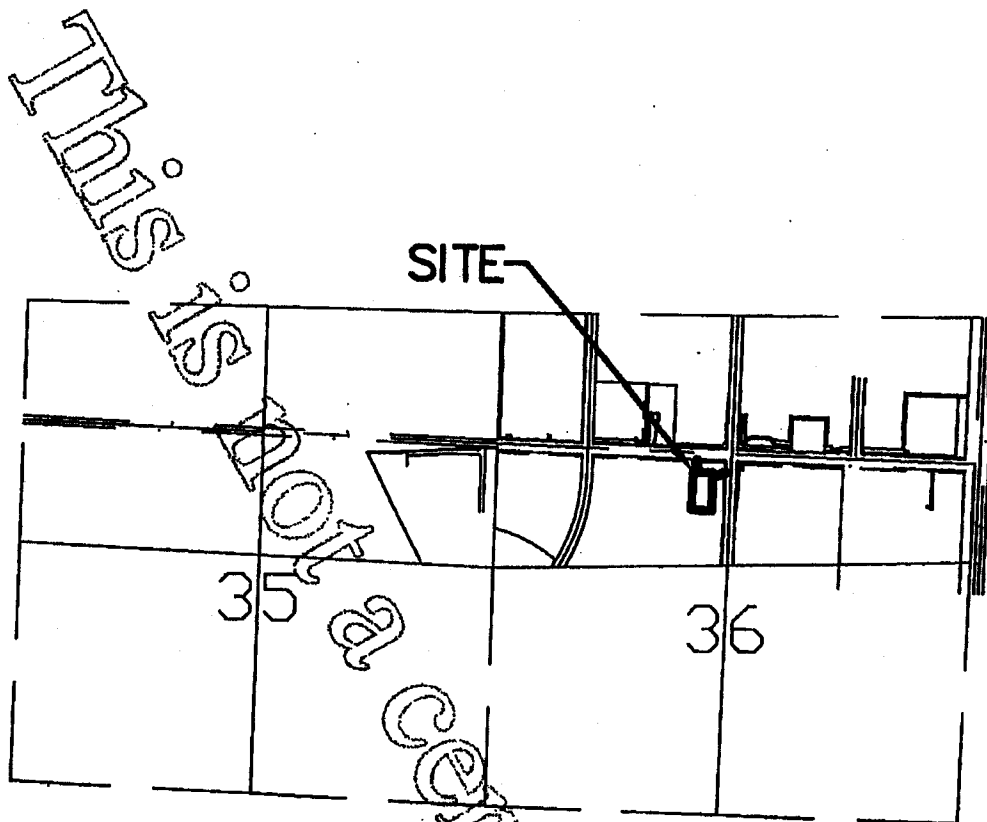
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CKD RBP	SHEET 1 OF 3		REVISED: 3/27/03

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DESCRIPTION & SKETCH
PREPARED FOR:
WCI

DRAINAGE EASEMENT
NO. 201
HOOD ROAD

EXHIBIT "A" PAGE 2 OF 3



LOCATION MAP
NOT TO SCALE



Wantman Group, Inc.

Engineering ♦ Surveying ♦ Mapping

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WEST PALM BEACH, FL 33407
(561) 687-2220 phone
(581) 887-1110 fax
CERT No. 6091 - LB No. 7055

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OFF	MRJ		DATE 10/08/02
CKD	RBP	SHEET 2 OF 3	REVISED: 03/27/03

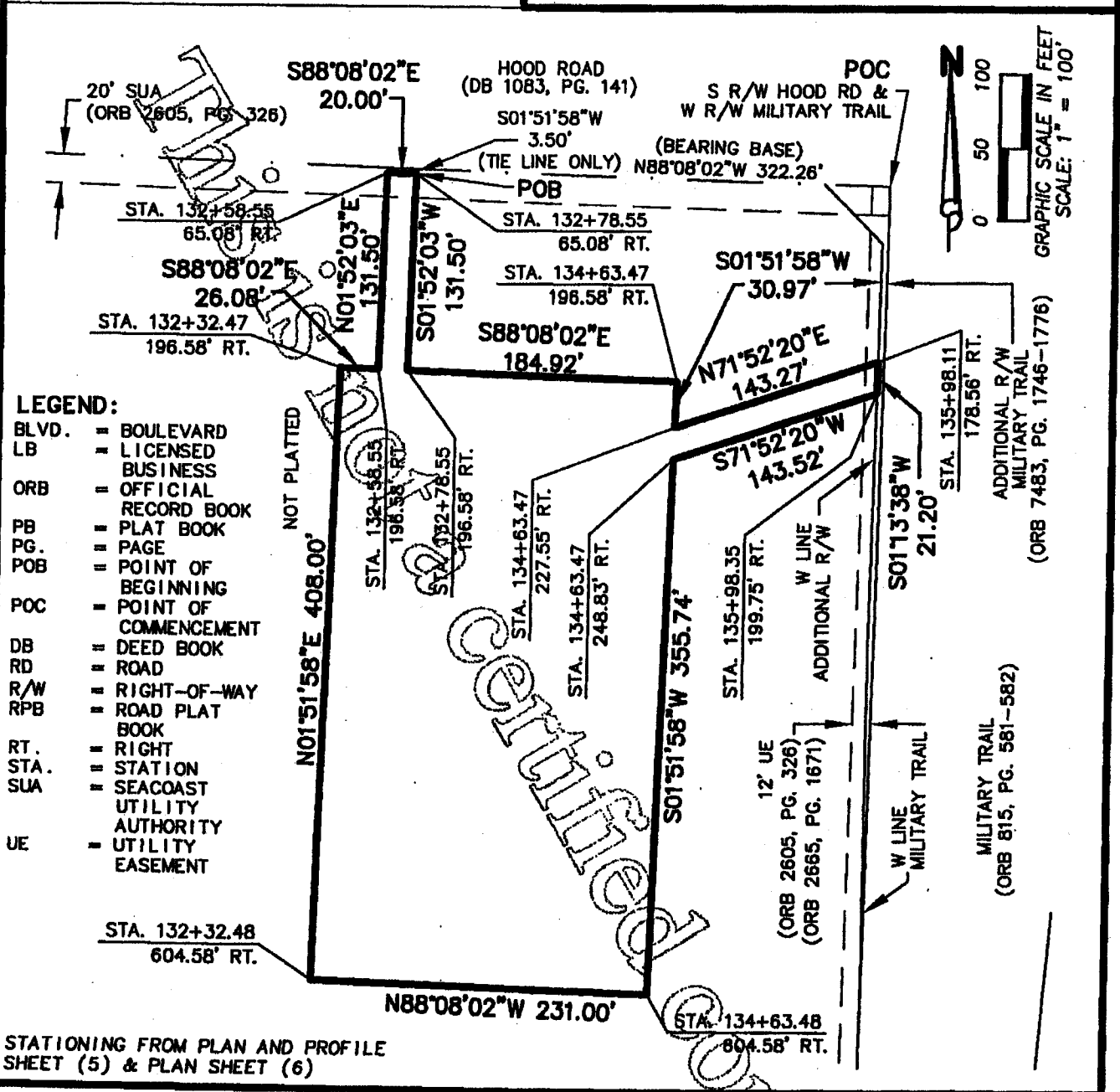
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DESCRIPTION & SKETCH

PREPARED FOR:
WCI

**DRAINAGE EASEMENT
NO. 201
HOOD ROAD**

EXHIBIT "A" PAGE 3 OF 3



STATIONING FROM PLAN AND PROFILE
SHEET (5) & PLAN SHEET (6)

W **Wantman Group, Inc.**
 Engineering ♦ Surveying ♦ Mapping
 901 NORTHPOINT PARKWAY, SUITE 204
 WEST PALM BEACH, FL 33407
 (561) 887-2220 phone
 (561) 887-1110 fax
 CERT No. 6091 - LB No. 7055

CAD	K:\WCI\HOODROAD\DWG\2432SK19		
REF	K:\WCI\HOODROAD\DWG\2432MG01		
FLD	FE	PG..	JOB 201243.02
OFF	MRJ		DATE 10/08/02
CKD	RBP	SHEET 3 OF 3	REVISED: 03/27/03

PERFORMANCE BOND

Bond No.: 8826074

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **M/I HOMES OF WEST PALM BEACH, LLC**, hereinafter called Principal, and **Fidelity and Deposit Company of Maryland**, a surety company authorized to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto Palm Beach County, a political subdivision of the State of Florida, hereinafter called County, in the full and just sum of **Seven Hundred Twenty Five Thousand U.S. Dollars (\$725,000.00)** lawful money of the United States of America, to be paid to the Board of County Commissioners of Palm Beach County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal is developing a subdivision at the southwesterly corner of Military Trail and Hood Road, in the City of Palm Beach Gardens known as Paloma and in connection with the development of such subdivision, the County has agreed to release that certain Drainage Easement in favor of County recorded in Official Records Book 16629, Page 1851, of the Public Records of Palm Beach County, Florida (the "Easement"); and

WHEREAS, as a condition of the release of such Easement, Principal has agreed to dedicate a new drainage easement to County on the Plat of Paloma and to connect the existing drainage into the proposed Paloma drainage system and as a condition of the release of such Easement, Principal has agreed not to disturb the existing retention area or outfall to Military Trail until the tie in to Paloma has been completed and upon completion, Principal shall furnish lake bank "as built" and catch basins/pipe as built to the County (collectively the "Drainage Requirements"); and

WHEREAS, it is a condition of such release that this Bond be executed:

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all respects comply with the terms and condition of the Drainage Requirements, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Upon completion of such Drainage Requirements, this Bond shall be returned by County to Surety.

THE SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the Principal fails to perform any of the Drainage Requirements, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the default, will forthwith perform and complete the Drainage Requirements and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the Drainage Requirements, County, in view of the public interest, health, safety, and welfare factors involved and the inducement in releasing the Easement, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in

equity including specifically specific performance, to which the Principal and Surety unconditionally agree.

THE PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that County, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed and satisfy the Drainage Requirements in case the Principal shall fail or refuse to do so. In the event County should exercise and give effect to such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse County the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the obligations for construction and satisfaction of the Drainage Requirements.

IN WITNESS WHEREOF, the Principal and Surety have executed these presents this 25th day of April, 2006.

PRINCIPAL:

M/I HOMES OF WEST PALM BEACH,
LLC, a Florida limited liability company

By: Phillip G. Creek
Name: Phillip G. Creek
Title: Chief Financial Officer

Address:
3 Easton Oval, Suite 500
Columbus, Ohio 43219

SURETY:

Fidelity and Deposit Company of Maryland, a
Maryland corporation

By: Christine Marotta
Name: Christine Marotta
Title: Attorney-in-Fact

Address: Lockton Companies
525 W. Monroe, Suite 600
Chicago, IL 60601

SCHNARS ENGINEERING CORPORATION

951 Broken Sound Parkway, Suite 320 - Boca Raton, Florida 33487 Tel: (561) 241-6455 Fax: (561) 241-5182

Permit No. Schnars Job No.: 03112 Prepared by: Gary Dunmyer
Control No.: Lender: Developer: MI Homes

Paloma **Engineer's Opinion of Costs**
Palm Beach Gardens, Florida Hood Road Outfall Connection

Original Cost Estimate

DESCRIPTION	QUANTITY	UNITS	ORIGINAL UNIT PRICE	TOTAL
I. Drainage				
36" HDPE	139	LF	\$92.00	\$12,788.00
36" RCP	94	LF	\$94.00	\$8,836.00
42" HDPE	367	LF	\$130.00	\$47,710.00
42" RCP	349	LF	\$136.00	\$47,464.00
48" RCP	814	LF	\$162.00	\$131,868.00
54" RCP	193	LF	\$167.00	\$32,231.00
Drainage Structure	16	EA	\$6,600.00	\$105,600.00
48" CAP Outfall Assembly w/Concrete Collar	2	EA	\$4,100.00	\$8,200.00
54" CAP Outfall Assembly w/Concrete Collar	1	EA	\$5,400.00	\$5,400.00
Concrete Endwall 42" RCP	1	EA	\$9,055.00	\$9,055.00
Tie Into Existing 42" Stub	1	EA	\$3,000.00	\$3,000.00
Remove Existing 42" RCP	300	LF	\$51.50	\$15,450.00
Remove Existing Inlet	1	EA	\$700.00	\$700.00
Excavate Drainage Ditch	8,700	CY	\$6.85	\$59,595.00
Excavate Retention Area	8,200	CY	\$6.85	\$56,170.00
SUBTOTAL				\$631,279.00
CEI and Contingencies (14%)				\$74,379.06
Mobilization (10%)				\$63,127.90
Unit price for pipe installation includes trench safety procedures in accordance with current O.S.H.A. standards.				
TOTAL				\$658,785.96
Bond Amount 110%				\$724,664.56
Round up to the nearest thousand				\$725,000.00

Gary R. Dunmyer, P.E.
Florida Registration No. 54790
Civil Engineer
(For the Firm)

Date

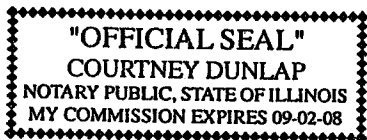
ACKNOWLEDGMENT OF SURETY

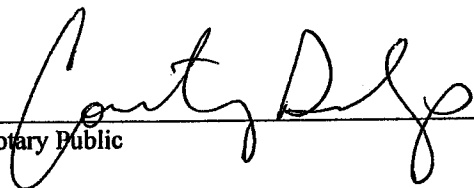
STATE OF ILLINOIS

COUNTY OF COOK

On APR 25 2006, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Maryland that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.





Notary Public

(SEAL)

COOK County, ILLINOIS

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Christine MAROTTA, Mark G. RUSTEMEYER, Craig B. BROWN and Debra KOHLMAN, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney in Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.** This power of attorney revokes that issued on behalf of Christine MAROTTA, Mark G. RUSTEMEYER, Craig B. BROWN, dated October 24, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of October, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

By:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of October, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of APR 25 2006, _____.

Gerald F. Halcy
Assistant Secretary