

2412571 OR: 2495 PG: 1430

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
12/20/98 at 12:05PM DWIGHT B. BROCK, CLERK

Prepared by:
Robert Rogers, Esq.
98 Vineyards Blvd.
Naples, FL 34119

REC FEE	42.00
DOC-.70	.70
COPIES	9.00
MISC	1.00

Retn:
ROBERT P ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This Roadway Easement and Maintenance Agreement ("Easement Agreement") is entered into this 21st day of ~~December~~, 1998 by and between Atraban Homes, Inc., a Florida corporation ("Grantor") and Michael Procacci and Joseph Procacci (together, "Grantee").

RECITALS

WHEREAS, Grantor represents and warrants that it is the sole record owner of certain real property (the "Grantor's Parcel") located in Collier County, Florida, more particularly described on EXHIBIT A.

WHEREAS, Grantee represents and warrants that it is the sole record owner of certain real property (the "Grantee's Parcel") located in Collier County, Florida, more particularly described on EXHIBIT B.

WHEREAS, Grantee will construct a street (the "Access Street") to provide access, ingress and egress for the Grantor's Parcel and Grantee's Parcel at substantial expense to Grantee.

WHEREAS, in exchange for Grantee constructing the Access Street, Grantor will allow the Access Street to be located on the portion of the Grantor's Parcel described on EXHIBIT C (the "Easement Area").

WHEREAS, Grantee will be responsible for the maintenance and operation of the Easement Area.

WHEREAS, Grantor and Grantee desire to enter into this Easement Agreement with respect to access, ingress and egress in, to and over the Easement Area and maintenance of the Easement Area.

NOW, THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Easement.** Grantor recognizes that Grantee will pay substantial sums to improve the Easement Area. As such, Grantor, its successors and assigns, hereby grant to Grantee, its successors and assigns, a nonexclusive easement of access, ingress, egress, maintenance, utilities and repairs in, to and over the Easement Area as described on **EXHIBIT C** which is hereby incorporated by reference. Such non-exclusive easement shall be appurtenant to and shall pass with title to the Grantee's Parcel and any portion thereof or interest therein, and Grantor's Parcel shall be subject to said easement.

The aforesaid grant of easement is subject to a reverter so that the easement granted herein to the Grantee shall revert to the Grantor in the event the Grantee fails to begin construction of the roadway improvements described in Paragraph 3 within a three year period from the date written in the opening paragraph of this instrument or fails to substantially complete said construction within a four year period from the date written in the opening paragraph of this instrument. In the event construction of the aforesaid improvements has not commenced within said three year period and been substantially completed within said four year period, the easement shall automatically revert to the Grantor, and the Grantee shall have no further right or interest hereunder unless the Grantee has made a good faith effort to begin construction of the improvements and has been prevented from doing so by forces outside of the Grantee's control in which event the time-line of this reverter will be extended by an amount of time equal to the amount of the unforeseen delay but in no event more than one year.

2. **Use of the Access Street.** The Access Street shall be used for pedestrian and vehicular access to the Grantor's Parcel and Grantee's Parcel. Neither Grantor nor Grantee shall use or commit any act upon the Easement Area in such a manner as to unreasonably interfere with or obstruct the other's reasonable use thereof.
3. **Improvement of the Easement Area.** Grantee will develop, pay for and improve, in Grantee's sole discretion, the improvements in the Easement Area, including, but not limited to, the Access Street and landscaping, in accordance with plans and specifications drafted by Grantee, in Grantee's sole discretion, and submitted to and approved by Collier County (the "Improvements"). The landscaping delineated in said plans and specification will be similar to that presently found in the Vineyards of Naples located in Collier County, Florida and will include a landscaped and irrigated median and landscaped and irrigated embankments. Said median and embankments will be similar in size to those at the entrance of the Vineyards of Naples. Grantor will not interfere in Grantee's construction and completion of the Improvements.
4. **Curb Cut and Utilities.** Grantor will provide one curb cut in the Access Street at a location selected by Grantor, but at least three hundred feet from the southern edge of

Grantee's Parcel. Said curb cut will be used to access Grantor's Parcel. Grantee will construct the street at the curb cut to the edge of the Easement Area and Grantor will have sole responsibility to extend said street onto Grantor's parcel.

Grantee will advise Grantor what utilities, if any, will be placed in the Easement Area. Grantor, after receiving said advisement, shall have thirty days to inform Grantee if he wishes the utilities to be increased in size. If possible, Grantee will have said utilities increased in size pursuant to Grantor's request and Grantor shall pay all cost relating to said increase in size for the purpose of utilizing said utilities to serve Grantor's Parcel. Grantor shall have the right to tap into said utilities provided said tap is made in a reasonable manner, at the Grantor's sole expense and with no material adverse impact to the Grantee.

5. **Maintenance of the Easement Area.** Grantee shall maintain the Easement Area and the Improvements thereon in good order and repair. Grantee, its successors and assigns, shall be responsible for all costs with respect to the maintenance and repair of the Easement Area and the Improvements. Grantor will not interfere with Grantee's maintenance of the Easement Area or the Improvements.
6. **Encumbrances.** Neither party will place any mortgage, lien, restriction or other encumbrance of any type whatsoever on the Easement Area without the express written consent of the other party, their successors or assigns. Neither party shall refuse to consent to the granting of a mortgage on the Easement Area by the other party if required by the mortgagee provided said mortgage does not in any way interfere with the either parties rights and interests in the Easement Area. Notwithstanding the above, Grantee shall have the right to place reasonable restrictions on the Easement Area relating to any Homeowners or Condominium Associations located on Grantee's Parcel. Said restrictions will not unreasonable interfere with Grantor's use of the Access Street.
7. **Enforcement.** Breach of any of the covenants, conditions, restrictions or easements contained in this Easement Agreement, and the continuation of any such breach, may be enjoined, abated or remedied by appropriate legal or equitable proceedings brought by either of the parties or their respective successors and assigns. If an action, suit or other legal proceeding is instituted by a party hereto to enforce the provisions hereof, the prevailing party in such proceeding shall be entitled to recover from the non-prevailing party its costs and expenses in connection therewith, including reasonable attorneys' fees and the costs and expenses of litigation, both at trial and on appeal.
8. **Binding Effect.** All of the covenants, conditions, restrictions and easements of this Easement Agreement shall be binding upon and for the benefit of, and shall run with, the Grantor's Parcel and Grantee's Parcel, and any portion thereof or interest therein, and shall be binding upon and shall inure to the benefit of any person having or acquiring any right, title or interest in the Grantor's Parcel and Grantee's Parcels or any portion thereof, and their successors and assigns, including, but not limited to, any homeowners or condominium associations.

OR: 2495 PG: 1433

9. **Term of Easement.** This Easement Agreement shall continue in perpetuity unless modified by a written document executed by the parties hereto, or their respective successors or assigns or unless the reverter provisions of paragraph 1 have caused the easement to terminate.

10. **Governing Law.** This Easement Agreement will be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first written above.

Witnesses: Thomas E Maloney

Print Name: Thomas E Maloney

Katherine M Peppers

Print Name: Katherine M Peppers

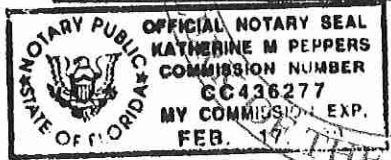
ATRABAN HOMES, INC.

By: Lawrence J Tibbitts

Its: President

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of December, 1998 by Lawrence J Tibbitts President of ATRABAN HOMES, INC. a FL corporation, who is personally known to me or has produced as identification.



Katherine M Peppers
NOTARY PUBLIC

Witnesses:

Print Name: _____

Michael Procacci

Print Name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998 by _____, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

- 9. **Term of Agreement.** This Easement Agreement shall continue in perpetuity unless modified by a written document executed by the parties hereto, or their respective successors or assigns or unless the reverse provisions of paragraph 1 have caused the easement to terminate.
- 10. **Governing Law.** This Easement Agreement will be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first written above.

Witness:
Thomas & Maloney
 Firm Name: Thomas & Maloney
Katherine M. Peppers
 Print Name: Katherine M. Peppers

ATREBAN HOMES, INC.

Lawrence J. Tibstira
 By: LAURENCE J TIBSTIRA
 Is: PRESIDENT

State of Florida
 County of Collier



The foregoing instrument was acknowledged before me this 18th day of December, 1998 by Lawrence J Tibstira President of ATREBAN HOMES, INC. a FL. corporation, who is personally known to me or has produced _____ as identification.



Katherine M. Peppers
 NOTARY PUBLIC

Witness:
Evelyn McConney
 Print Name: Evelyn McConney
Elizabeth Becht
 Print Name: Elizabeth Becht

Michael Procacci
 Michael Procacci

State of _____
 County of _____

The foregoing instrument was acknowledged before me this 21st day of December, 1998 by Michael Procacci, who is personally known to me or has produced _____ as identification.



ROBERT ROGERS
 My Commission CC841184
 Expires Mar. 18, 2000

Robert Rogers
 NOTARY PUBLIC

Witness:
Eveline Mc Carthy
Print Name: Eveline Mc Carthy
Elizabeth Necht
Print Name: Elizabeth Necht

Joseph Procacci
Joseph Procacci

State of _____
County of _____

The foregoing instrument was acknowledged before me this 11th day of September, 1998 by Joseph Procacci, who is personally known to me or has produced _____ as identification.

June Marie Trigo
NOTARY PUBLIC

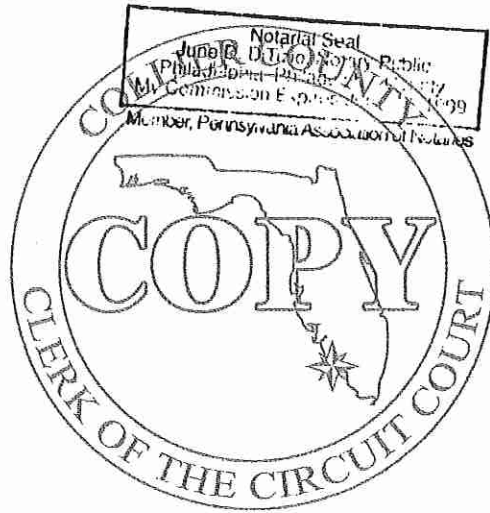


EXHIBIT A

Part of the west 1/2 of Section 12, Township 51S, range 26E, lying north of US-41, known as Naples Isles, a condominium, and 21 acres in the northeast 1/4 of Section 12, Township 51S, Range 26E, making a total of 203.93 acres.

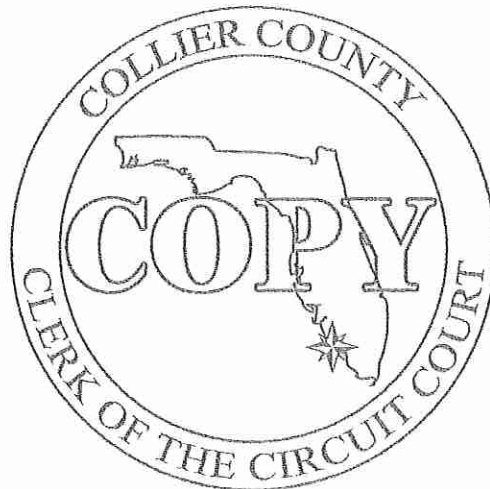
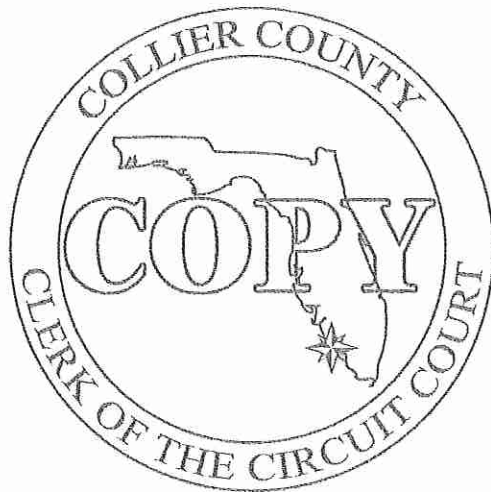


EXHIBIT B

**Section 1, Township 51 South, Range 26 East,
Collier County, Florida.**

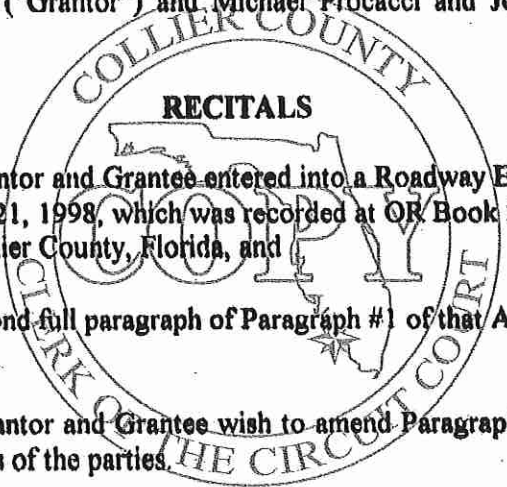


Prepared By & Return To:
Thomas E. Maloney, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North, Suite 300
Naples, FL 34103

Retn:
QUARLES & BRADY
4501 TAMIAMT TR N 0300
NAPLES FL 34103 3060

AMENDMENT TO ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This Amendment To Roadway Easement and Maintenance Agreement ("Amendment") is entered into this 9th day of MARCH, 1999, by and between Atraban Homes, Inc., a Florida corporation ("Grantor") and Michael Procacci and Joseph Procacci (together, "Grantee").



RECITALS

WHEREAS, the Grantor and Grantee entered into a Roadway Easement and Maintenance Agreement dated December 21, 1998, which was recorded at OR Book 2495, pages 1430 through 1438, Public Records of Collier County, Florida, and

WHEREAS, the second full paragraph of Paragraph #1 of that Agreement contained terms that were incorrect, and

WHEREAS, the Grantor and Grantee wish to amend Paragraph #1 of said agreement to reflect the agreed upon terms of the parties.

NOW, THEREFORE, Paragraph #1 is amended to read as follows:

1. **Easement.** Grantor recognizes that Grantee will pay substantial sums to improve the Easement Area. As such, Grantor, its successors and assigns, hereby grant to Grantee, its successors and assigns, a nonexclusive easement of access, ingress, egress, maintenance, utilities and repairs in, to and over the Easement Area as described on Exhibit C which is hereby incorporated by reference. Such non-exclusive easement shall be appurtenant to and shall pass with title to the Grantee's Parcel and any portion thereof or interest therein, and Grantor's Parcel shall be subject to said easement.

The aforesaid grant of easement is subject to a reverter so that the easement granted herein to the Grantee shall revert to the Grantor in the event the Grantee fails to begin

construction of the roadway improvements described in Paragraph 3 within an eighteen (18) month period from December 21, 1998 or fails to substantially complete said construction within a two (2) year period from December 21, 1998. In the event the construction of the aforesaid improvements has not commenced within said eighteen (18) month period and been substantially completed within said two year period, the easement shall automatically revert to the Grantor, and the Grantee shall have no further right or interest hereunder unless the Grantee has made a good faith effort to begin construction of the improvements and has been prevented from doing so by forces outside of the Grantee's control in which event the time-line of this reverter will be extended by an amount of time equal to the amount of the unforeseen delay but in no event more than one year.

In all other respects, the Roadway Easement and Maintenance Agreement of December 21, 1998 is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement Agreement on the date first written above.

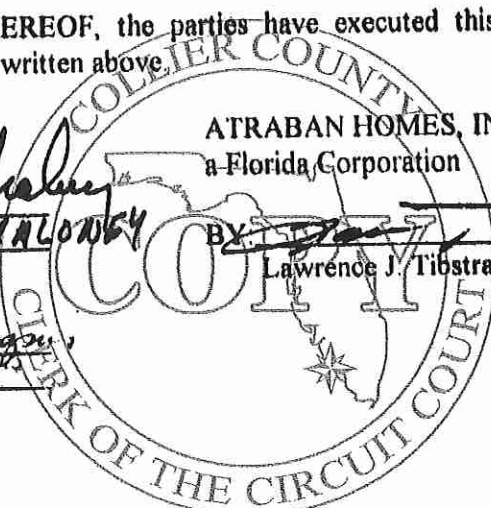
Witnesses:

Thomas E. Maloney
THOMAS E. MALONEY
Print Name of Witness #1

ATRABAN HOMES, INC.
a Florida Corporation

BY: Lawrence J. Tibstra
Lawrence J. Tibstra, President

Katherine M. Pappas
KATHERINE M. PAPPAS
Print Name of Witness #2



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 9 day of MARCH 1999, by Lawrence J. Tibstra as President of Atraban Homes, Inc., a Florida corporation, who is personally known to me, or has produced _____ as identification.

Thomas E. Maloney
Notary Public
THOMAS E. MALONEY
Print Name of Notary Public



Thomas E. Maloney
MY COMMISSION # CC468888 EXPIRES
November 21, 1999
BONDED THROUGH TROY FAIR INSURANCE, INC.


Robert Rogers
Print Name of Witness #1

Michael Procacci
Michael Procacci

Linda S. Laers
LINDA S. LAERS
Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day of February 1999, by Michael Procacci, who (X) is personally known to me, or has produced n/a as identification.

 Sandra A. Walsh
Notary Public, State of Florida
Commission No. CC 506,477
My Commission Expires 12/31/2000
Bonded Through Fla. Notary Service, Inc.

Sandra A. Walsh
Notary Public
SANDRA A. WALSH
Print Name of Notary Public

COPY

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

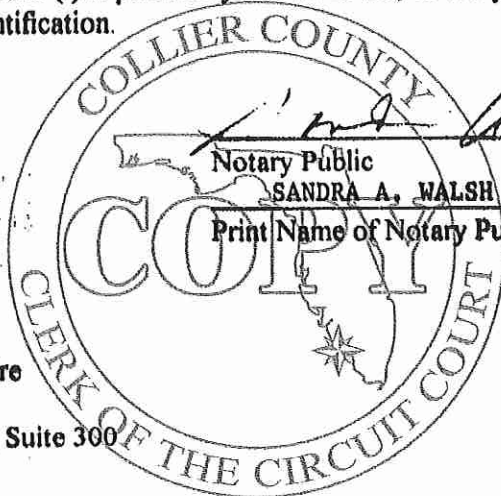
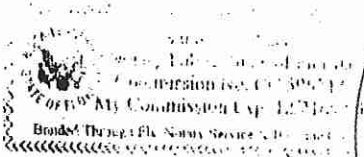
Robert Rogers
Print Name of Witness #1

Joseph Procacci
Joseph Procacci

Linda S. Lark
LINDA S. LARKS
Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF COLLIER

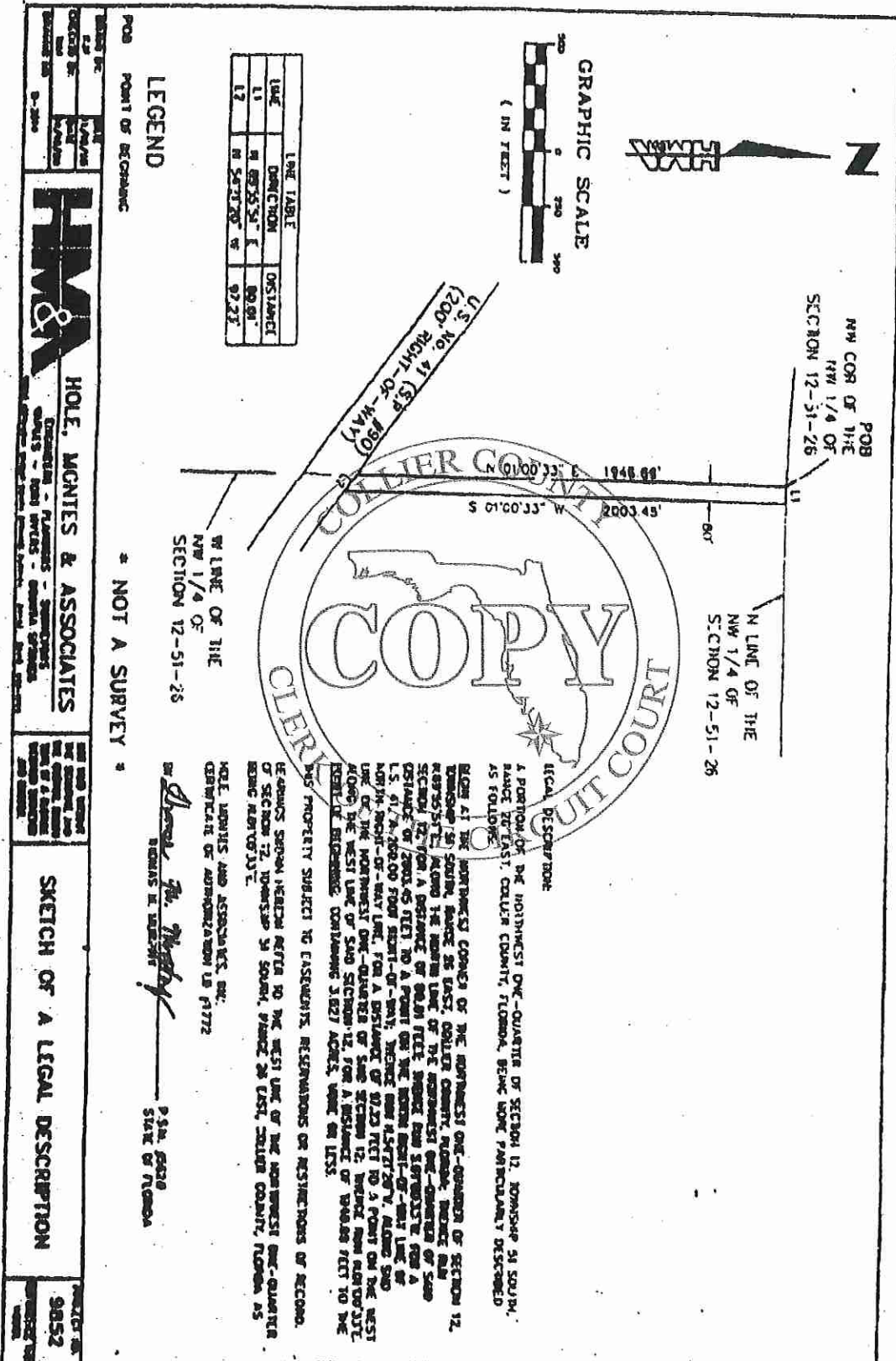
The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by Joseph Procacci, who (x) is personally known to me, or has produced _____ n/a as identification.



Sandra A. Walsh
Notary Public
SANDRA A. WALSH
Print Name of Notary Public

Prepared by:
Thomas E. Maloney, Esquire
Quarles & Brady
4501 Tamiami Trail North, Suite 300
Naples, FL 34103

EXHIBIT C



2746477 OR: 2773 PG: 2118

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
02/05/2001 at 02:04PM DWIGHT B. BROCK, CLERK

RDC FEE	15.00
COPIES	3.00
MISC	1.00

Re: **ROBERT F. ROGERS**
98 VINEYARDS BLVD
NAPLES FL 34119

Prepared By and Return to:
Robert F. Rogers, Esquire
98 Vineyards Boulevard
Naples, FL 34119

SECOND AMENDMENT TO ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This Second Amendment To Roadway Easement and Maintenance Agreement ("Amendment") is entered into this 2 day of FEBRUARY, 2001, by and between Atraban Homes, Inc., a Florida corporation ("Grantor") and Michael Procacci and Joseph Procacci (together, "Grantee").

WHEREAS, the Grantor and Grantee entered into a Roadway Easement and Maintenance Agreement dated December 21, 1998, which was recorded at OR-Book 2495, pages 1430 through 1438, Public Records of Collier County, Florida, as amended, and

WHEREAS, the prior Amendment established a required substantial completion date of December 21, 2000; and

WHEREAS, the Grantor and Grantee wish to change said date to December 31, 2001.

NOW, THEREFORE, the parties agree as follows:

1. The date for substantial completion is hereby changed to December 31, 2001.
2. All other terms and conditions in the Agreement as amended are in full force and effect.

In all other respects, the Roadway Easement and Maintenance Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment to Roadway Easement and Maintenance Agreement on the date first written above.

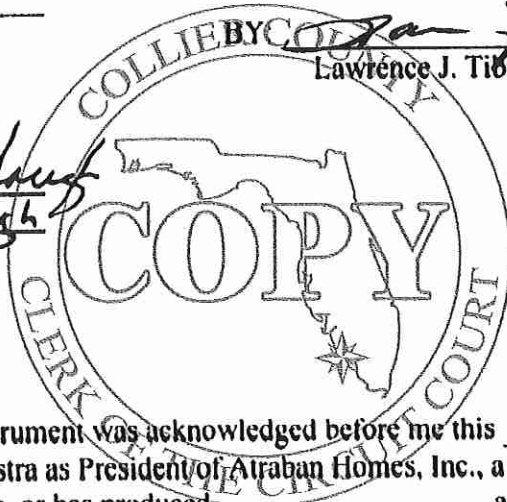
Witnesses:

ATRABAN HOMES, INC.
a Florida Corporation

Katherine M. Peppers
Katherine M. Peppers
Print Name of Witness #1

Lawrence J. Tibstra
Lawrence J. Tibstra, President

Donald S. Haugh
Pamela S. Haugh
Print Name of Witness #2



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of Feb., 2001, by Lawrence J. Tibstra as President of Atraban Homes, Inc., a Florida corporation, who is personally known to me, or has produced _____ as identification.

Katherine M. Peppers
Notary Public

Katherine M. Peppers
Print Name of Notary Public
MY COMMISSION EXPIRES 17, 2003
E-COATED THRU TROY FARM INSURANCE, INC.

Witnesses:

Linda S. Harris

Linda S. HARRIS
Print Name of Witness #1

Deborah Farris

DEBORAH FARRIS
Print Name of Witness #2

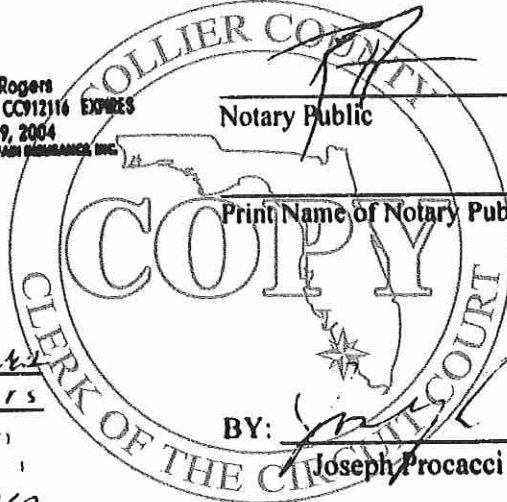
BY: Michael Procacci
Michael Procacci

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 26th day of January 2001, by Michael Procacci, who () is personally known to me, or has produced _____ as identification.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FAIR INSURANCE, INC.



Notary Public

Print Name of Notary Public

Witnesses:

Linda S. Harris

Linda S. HARRIS
Print Name of Witness #1

Deborah Farris

DEBORAH FARRIS
Print Name of Witness #2

BY: Joseph Procacci
Joseph Procacci

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 26th day of January 2001, by Joseph Procacci, who () is personally known to me, or has produced _____ as identification.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public

Print Name of Notary Public

Prepared by:
Robert Rogers, Esq.
98 Vineyards Blvd.
Naples, FL 34119

2811347 OR: 2842 PG: 0565

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/13/2001 at 02:07PM DWIGHT B. BROCK, CLERK

REC FEE	33.00
COPIES	7.00
MISC	1.00

Retn:
ROBERT P ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

THIRD AMENDMENT TO ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This Third Amendment to Roadway Easement and Maintenance Agreement ("Amendment") is entered into this 8th day of JUNE, 2001 by and between Atraban Homes, Inc., a Florida corporation ("Grantor") and Michael Procacci and Joseph Procacci (together, "Grantee").

RECITALS

WHEREAS, Grantor previously granted to Grantee an easement on the real property described on EXHIBIT A in an Roadway Easement and Maintenance Agreement recorded in O.R. Book 2495, Page 1430, amended in O.R. Book 2525, Page 0300, and further amended O.R. Book 2773, Page 2118, Public Records of Collier County, Florida;

WHEREAS, Grantor and Grantee wish to amend the Easement Agreement by adding the 30 foot parcel described on attached EXHIBIT C (the "Additional Easement Area") to said easement;

WHEREAS, Grantor represents and warrants that it is the sole record owner of the Additional Easement Area located in Collier County, Florida;

WHEREAS, Grantee represents and warrants that it is the sole record owner of certain real property (the "Grantee's Parcel") located in Collier County, Florida, more particularly described on EXHIBIT B;

WHEREAS, in exchange for Grantee constructing the Access Street as defined in the Roadway Easement and Maintenance Agreement and being responsible for the maintenance and operation of the Additional Easement Area, Grantor will grant Grantee the easement across the Additional Easement Area:

NOW, THEREFORE, in consideration for the mutual promises contained herein and

OR: 2842 PG: 0566

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

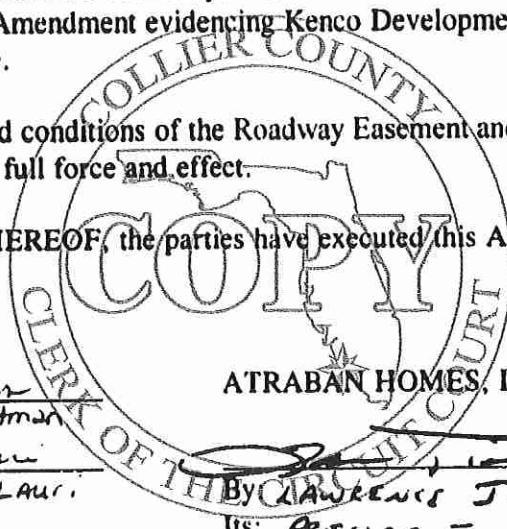
1. **Additional Easement Area.** The Roadway Easement and Maintenance Agreement is hereby amended such that the Easement Area referenced therein includes the real property described in attached **EXHIBIT C**. As such, Grantor, its successors and assigns, hereby grant to Grantee, its successors and assigns, a nonexclusive easement of access, ingress, egress, maintenance, utilities and repairs in, to and over the Easement Area as described on **EXHIBIT C** which is hereby incorporated by reference. Such non-exclusive easement shall be appurtenant to and shall pass with title to the Grantee's Parcel and any portion thereof or interest therein, and Grantor's Parcel shall be subject to said easement.
2. Kenco Development, Inc. is under contract to purchase Grantor's property referenced herein; as such, Kenneth P. Saundry, Jr., Vice President of Kenco Development, Inc., has executed this Amendment evidencing Kenco Development's understanding and agreement to same.
3. All other terms and conditions of the Roadway Easement and Maintenance Agreement as amended are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

Witnesses:

Jill Christmas
Print Name: Jill Christmas

Cynthia A. Lauri
Print Name: Cynthia A. Lauri



ATRABAN HOMES, INC.

Lawrence J. Tibstra
Its: PRESIDENT

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 8th day of June, 2001 by Lawrence J. Tibstra President of ATRABAN HOMES, INC. a Florida corporation, who is personally known to me or has produced _____ as identification.



Joan B. Clark
MY COMMISSION # CC057432 EXPIRES
October 23, 2003
BONDED TRU TYCO FARM INSURANCE, INC

Joan B. Clark
NOTARY PUBLIC

Witnesses:

Robert Rogers
Print Name: Robert Rogers

Linda S. Harris
Print Name: Linda S. Harris

Michael Procacci
Michael Procacci

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 11 day of June, 2001 by Michael Procacci, who is personally known to me or has produced _____ as identification.



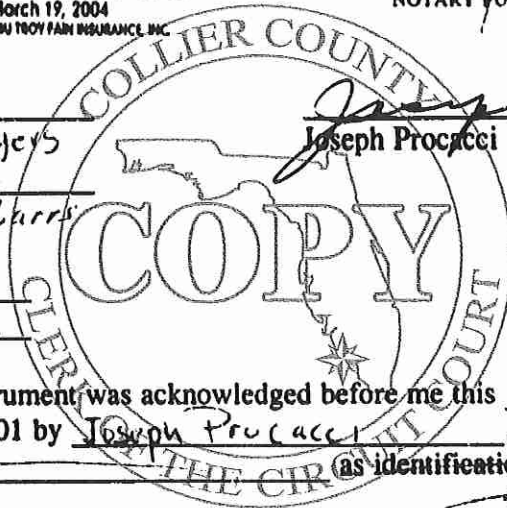
Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FARM INSURANCE, INC.

Michael Procacci
NOTARY PUBLIC

Witnesses:

Robert Rogers
Print Name: Robert Rogers

Linda S. Harris
Print Name: Linda S. Harris



Joseph Procacci
Joseph Procacci

State of FLORIDA
County of COLLIER

The foregoing instrument was acknowledged before me this 11 day of June, 2001 by Joseph Procacci, who is personally known to me or has produced _____ as identification.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FARM INSURANCE, INC.

Joseph Procacci
NOTARY PUBLIC

OR: 2842 PG: 0567

Acknowledged and accepted:

Witnesses:

Cindy A. Penney
Print Name: Cindy A. Penney
Jennifer C. Castillo
Print Name: Jennifer C. Castillo

Kenco Development, Inc.

Kenneth P. Saundry, Jr.
Kenneth P. Saundry, Jr.
Its: Vice President



Cindy A. Penney
MY COMMISSION # CC791381 EXPIRES
December 4, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

State of FLORIDA
County of COLLIER

The foregoing instrument was acknowledged before me this 7th day of June, 2001 by Kenneth P. Saundry, Jr. who is personally known to me or has produced _____ as identification.

Cindy A. Penney

OR: 2842 PG: 0568



EXHIBIT A

Part of the west 1/2 of Section 12, Township 51S,
range 26E, lying north of US-41, known as Naples Isles,
a condominium, and 21 acres in the northeast 1/4 of
Section 12, Township 51S, Range 26E, making a total
of 203.93 acres.

OR: 2842 PG: 0569

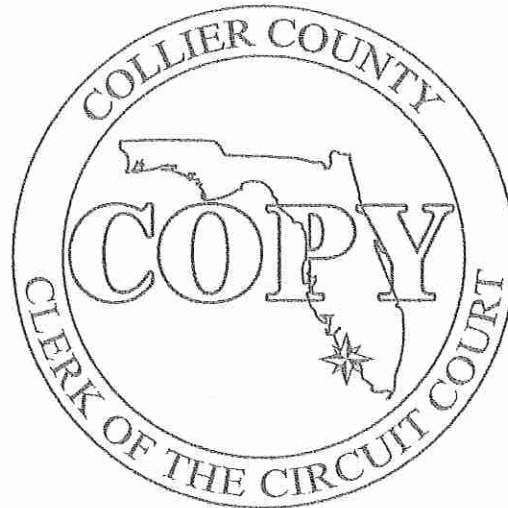
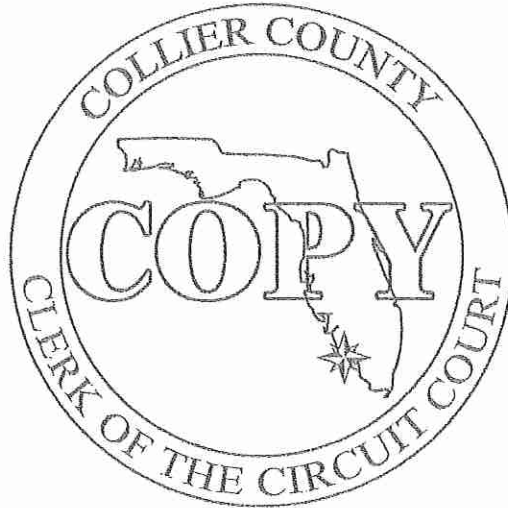


EXHIBIT B

Section 1, Township 51 South, Range 26 East,
Collier County, Florida.

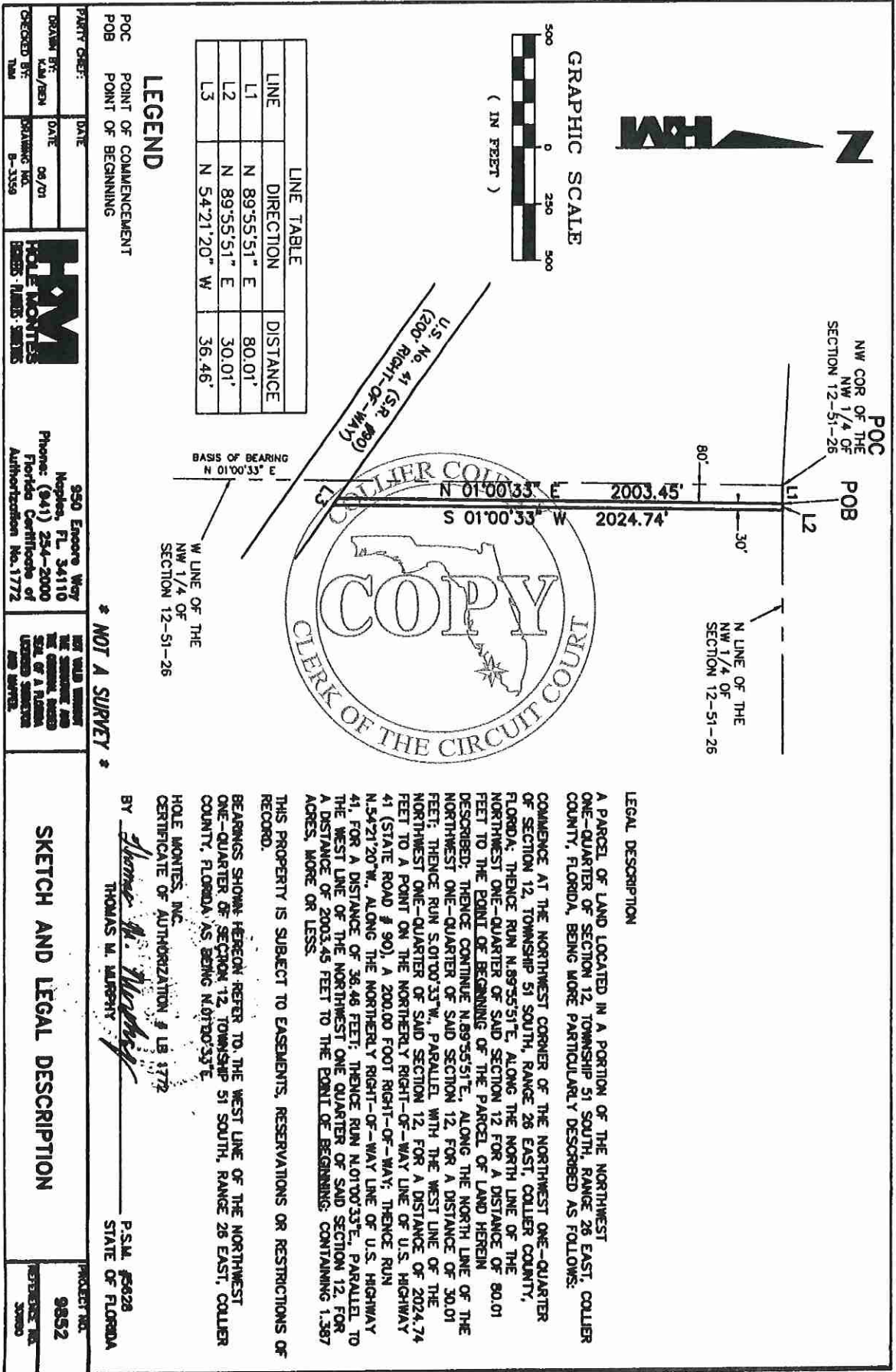
OR: 2842 PG: 0570



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Exhibit C

*** OR: 2842 PG: 0571 ***



LINE	DIRECTION	DISTANCE
L1	N 89°55'51" E	80.01'
L2	N 89°55'51" E	30.01'
L3	N 54°21'20" W	36.46'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

PREPARED BY:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
DATE:	DATE:



950 Englewood Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1772

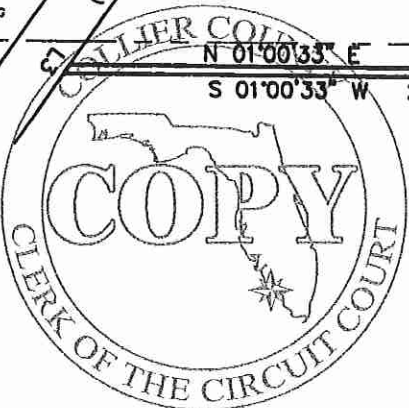
WE HOLD WARRANT
THE SURVEY AND
THE GENERAL, BOUND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

SKETCH AND LEGAL DESCRIPTION

BY *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

PROJECT NO.	9852
REFERENCE NO.	3000



* NOT A SURVEY *

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN N.89°55'51"E, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 FOR A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°55'51"E, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, FOR A DISTANCE OF 30.01 FEET; THENCE RUN S.01°00'33"W, PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, FOR A DISTANCE OF 2024.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD # 90), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN N.54°21'20"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, FOR A DISTANCE OF 36.46 FEET; THENCE RUN N.01°00'33"E, PARALLEL TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, FOR A DISTANCE OF 2003.45 FEET TO THE POINT OF BEGINNING; CONTAINING 1.387 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 51 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, AS BEING N.01°00'33"E.

Retn:
GARLICK STETLER ET AL
PICK UP

Prepared by and return to:
Adam P. Chenell, Esq.
Garlick, Stetler & Peeples, LLP
5551 Ridgewood Drive, Suite 101
Naples, Florida 34108

FOURTH AMENDMENT TO ROADWAY AND EASEMENT AGREEMENT

THIS FOURTH AMENDMENT TO ROADWAY AND EASEMENT AGREEMENT is made this 18 day of May, 2006 by and between TOUSA Homes, Inc., a Florida corporation ("TOUSA") and Naples Reserve Golf Club, Inc., a Florida corporation ("Naples Reserve").

WHEREAS, Atraban Homes, Inc., a dissolved Florida corporation ("Atraban"), as Grantor, and Michael Procacci and Joseph Procacci (collectively "the Procacci's"), as Grantee, entered into the certain Roadway Easement and Maintenance Agreement recorded in O.R. Book 2495, Page 1430 as amended in O.R. Book 2525, Page 300, O.R. Book 2773, Page 2118 and O.R. Book 2842, Page 565, all of the Public Records of Collier County, Florida (the Easement Documents").

WHEREAS, TOUSA is the successor in title to Atraban to the lands described in the Easement Documents and more particularly described on the attached Exhibit "A";

WHEREAS, Naples Reserve is the successor in title to the Procacci's to the lands described in the Easement Documents and more particularly described in the attached Exhibit "B";

WHEREAS, the Easement Documents required that construction of roadway improvements over the easement area be started and completed within a certain time period;

WHEREAS, the Easement Documents provided that should the time frames for starting and completing the roadway improvements not be met, the easement area described within the Easement Documents shall revert back to Atraban;

WHEREAS, TOUSA and Naples Reserve hereby wish to clearly state that the right of reverter contained within the Easement Documents has been extinguished;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUSA and Naples Reserve hereby amend the Easement Documents as follows:

1. The right of reverter contained within the Easement Documents is hereby extinguished and of no further force and effect.

ALL OTHER TERMS AND CONDITIONS of the Easement Documents are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day set forth above.

Witnesses:

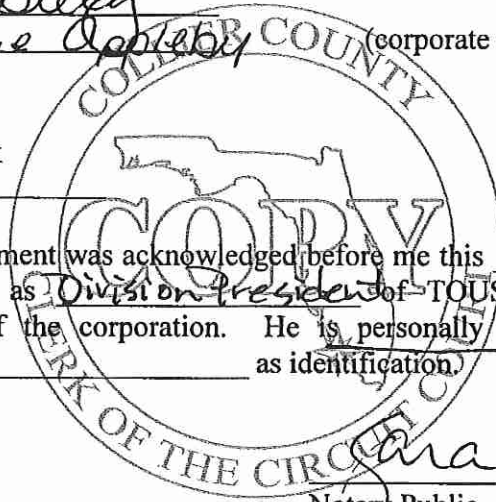
TOUSA Homes, Inc. a Florida corporation

Judith A. Fisher
Printed Name: Judith A. Fisher

By: [Signature]
Printed Name: David A. Cobb
Title: Division President

Laurie Appleby
Printed Name: Laurie Appleby (corporate seal)

STATE OF Florida
COUNTY OF Lee



The foregoing instrument was acknowledged before me this 18 day of May, 2006, by David A. Cobb as Division President of TOUSA Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced as identification.

(Seal)

Sara Maliva
Notary Public
Printed Name: SARA MALIVA
Commission Expires: July 5, 2007



Witnesses:

Naples Reserve Golf Club, Inc. a Florida corporation

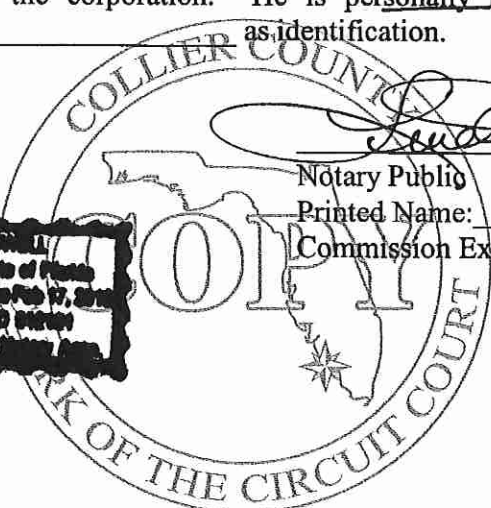
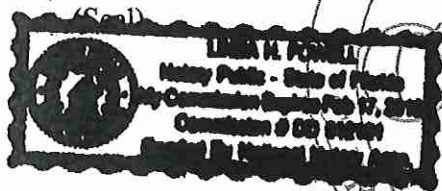
[Signature]
Printed Name: Robert Rogers
Catherine J. Walsh
Printed Name: Catherine J. Walsh

By: [Signature]
Printed Name: Michel Saadeh
Title: President

(corporate seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by MICHEL SAADAH as PRESIDENT of Naples Reserve Golf Club, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced N/A as identification.



[Signature]
Notary Public
Printed Name: _____
Commission Expires: _____