

This Instrument Prepared By
 John B. Moss, Esquire
 P.O. Box 855
 Orange Park, FL 32073

**EASEMENT FOR INGRESS AND EGRESS, DRAINAGE
 AND UTILITIES AND AN AGREEMENT FOR CONTRIBUTIONS
 FOR MAINTENANCE AND OBTAINING DRIVEWAY AND CURB CUTS
COST REIMBURSEMENT**

THIS EASEMENT, is made this 21st day of May, 1998 by NEXT GENERATION, INC., a Florida corporation, (hereinafter referred to as "the Grantor") to LaBUENA FARMS, INC., a Florida corporation and as yet unknown third party Grantees as described in Paragraph II below, (collectively referred to as "the Grantees") in order to provide the Grantees an easement for ingress, egress, drainage and utilities to the Grantees' property located in Baker County, Florida.

I. WHEREAS, the Grantees, LaBUENA FARMS, INC., own an easement interest in the land more particularly described in Exhibit "A" attached hereto and made a part hereof or referred to as the "Easement Property"; and

II. WHEREAS, the Grantee anticipates conveying property to (as yet unknown) third party Grantees the property being more particularly described in Exhibit "B" attached hereto and made a part hereof and referred to also as the "Assigns Benefitted Lands"; and

III. WHEREAS, the grantor owns and interest in the land more particularly described in Exhibit "C" attached hereto and made a part hereof and referred to as the "Burdened Lands"; and

IV. WHEREAS, the Grantees will desire assurance of maintenance, access for ingress, egress, drainage and utilities over and across the "Easement Property"; and

V. WHEREAS, the Grantor and Grantee may at sometime in the future desire a driveway and/or curb cut permit that would allow access to all of the Benefitted Lands from a county or state maintained roadway (S.R. 121); and

FILE DATE: 05/21/1998 FILE TIME: 04:12
 BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS

PAGE #: 0001 OF 0008
 OR #: 1998 2593 **

VI. WHEREAS, the Grantor, NEXT GENERATION, INC., anticipate that they shall be the first of any of the parties to this agreement to develop their property; and

VII. WHEREAS, the Grantor, NEXT GENERATION, INC. anticipate that prior to obtaining a certificate of occupancy they will be required to (1) obtain a curb cut permit from State of Florida Department of Transportation and (2) obtain a driveway permit from State of Florida Department of Transportation; and

VIII. WHEREAS, in order to obtain the said permits, it may require NEXT GENERATION, INC. to donate to Baker County an acceleration and deceleration lane area adjacent to S.R. 121 at their expense, constructed pursuant to standards set forth by the Department of Transportation. It will also require NEXT GENERATION, INC. to construct curb cuts along S.R. 121 at their expense. Said curb cut and driveway shall benefit the Benefitted Lands; and

IX. WHEREAS, the Grantor hereby agrees that at the time the Grantor conveys to any third party an easement over the Burdened Lands for access to the Assigns Benefitted Lands, that the parties receiving the Exhibit "A" Easement Lands from the Grantor shall reimburse NEXT GENERATION, INC. a percentage (as listed below) of the total cost of obtaining the driveway, curb cut permits and other costs. Said costs shall include, but not be limited to, the costs of any improvements required to make on or off of any Benefitted Lands by the County or any other party, the value of donated land area used for acceleration/deceleration lanes, and improvement of county right of way incident to or required by permits, additional improvement of the Burdened Lands and any attorney's fees. In the event that NEXT GENERATION, INC. is not reimbursed within 30 days of Grantees obtaining title to the Property, or in the event the Grantee, LaBUENA FARMS, INC. elects to develop the property itself by making improvements on the property before conveying it to third parties, then the Grantee hereby agrees to contribute to NEXT GENERATION, INC. an equal amount no later than 60 days after NEXT GENERATION, INC. has notified it by certified mail of same; and

X. WHEREAS, all parties desire that those persons who have the use of this Easement shall all be obligated to contribute a percentage each to the overall maintenance of

FILE DATE: 05/21/1998 FILE TIME: 04:12
BAKER COUNTY, FL., AL FRASER - CO CLERK OF COURTS

PAGE #: 0002 OF 0008
OR #: 1998 2593

the Easement including the repaving of normal wear and tear.

NOW, THEREFORE, in consideration for TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the Grantor and Grantee hereby agree that:

1. The Grantor and the Grantee hereby warrant and represent that the above recitations are true and correct and incorporated by reference herein.

2. The Grantor hereby grants to the Grantee a perpetual non-exclusive Easement over and across the Lands for ingress, egress, drainage and utilities purposes, provided that all utility easements shall be underground along with any drainage easements to the Grantees.

3. The Grantor hereby agrees that at the time the Grantor conveys to any third party an easement over the Burdened Lands for access to the Assigns Benefitted Lands, that the parties receiving the Exhibit "A" Easement Lands from the Grantor shall reimburse NEXT GENERATION, INC. 100 ± % of the total cost of obtaining the driveway, curb cut permits and other costs. Said costs shall include, but not be limited to, the costs of any improvements required to make on or off of any Benefitted Lands by the County or any other party and improvement of county right of way incident to or required by permits or additional improvement of the Burdened Lands, and any attorney's fees. In the event that NEXT GENERATION, INC. is not reimbursed within 30 days of Grantees obtaining title to the Property, or in the event the Grantee, LaBUENA FARMS, INC. elects to develop the property itself by making improvements on the property before conveying it to third parties, then the Grantee hereby agrees to contribute to NEXT GENERATION, INC. an equal amount no later than 60 days after NEXT GENERATION, INC. has notified it by certified mail of same. If contribution is not made within the time period, a lien shall be filed against the non-contributing party's property. Said lien shall be foreclosed in the same manor as a mortgage; and

4. It is not the intent of this Easement to create parking spaces for contiguous parcels. Parking shall be available in the Easement Lands, but only to the extent that the parties using the parking are the guests, licenses, employees of the Grantor fee holder only.

5. If repairs are performed to resurface the easement paving because of normal

FILE DATE: 05/21/1998 FILE TIME: 04:12
BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS

PAGE #: 0003 OF 0008
OR #: 1998 2593

wear and tear, or any other maintenance reasonably requested by Grantor, then each shall be obligated to _____ % of the cost of said repair or maintenance to Grantor. This percentage may be adjusted semi-annually depending on "use" factors. In the event that any party refuses to pay their share, the party(ies) who have made their contribution toward the repairs shall be entitled to a lien on the uncontributing party(ies) fee parcel. However, written demand for payment must be mailed to the uncontributing party(ies) last known address(es) at least 30 days prior to recording said lien, notifying the uncontributing party that if the contribution is not made within the 30 days, that a lien shall be filed against its property. Said lien may be foreclosed in the same manner as a mortgage.

6. The Parties hereby acknowledge that the easement created herein may have to be modified to meet the reasonable needs of the adjoining subsequent landowners' respective site plans. The parties hereby acknowledge that the easement area as now described in Exhibit "A" and Exhibit "C", shall never be reduced in size, nor will the easement area in Exhibit "A" ever be increased in size, without the written consent of the respective fee owner(s).

7. Grantor shall have complete control in all areas of repairs or improvements to the Exhibit "A" property. Grantor is also to have complete decision making power in all aspects of the maintenance of the easement including costs of repairs. All percentage contributions as listed above shall also be subject to a 10% Administrative Fee.

8. Grantor further shall be able to regulate speed, which may include the installation of speed bumps, striping, etc.

9. This Easement shall be non-exclusive and shall run with the land, in perpetuity and inure for the benefit and burden of the Grantees, their heirs, successors, and assigns forever.

10. In the event of any litigation arising out of the provisions of this document, the prevailing party shall be entitled to attorneys fees.

FILE DATE: 05/21/1998 FILE TIME: 04:12
BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS

PAGE #: 0004 OF 0008
OR #: 1998 2593

IN WITNESS WHEREOF, this instrument has been executed by the Grantor the day and year first written above.

Debbie G. Moore
Print Name: DEBBIE G. MOORE

Print Name: _____

Judith A. Gallups
Print Name: JUDITH A. GALLUPS

Print Name: _____

Debbie G. Moore
Print Name: DEBBIE G. MOORE

Print Name: _____

Judith A. Gallups
Print Name: JUDITH A. GALLUPS

Print Name: _____

NEXT GENERATION, INC.

BY: *Charles E. Satterwhite*
Charles E. Satterwhite,
President

[CORPORATE SEAL]

GRANTORS

LABUENA FARMS, INC.

By: *George Knabb*
George Knabb, President

GRANTEES

STATE OF FLORIDA
COUNTY OF BAKER

The foregoing instrument was acknowledged before me this 21st day of May, 1998 by CHARLES E. SATTERWHITE, the President of NEXT GENERATION, INC., a Florida corporation, who is personally known to me or who produced Personally known as identification.

Judith A. Gallups
Notary Public, State of Florida
JUDITH A. GALLUPS

My Commission Expires:



Judith A. Gallups (SEAL)
MY COMMISSION # CC676667 EXPIRES
October 1, 2001
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF BAKER

The foregoing instrument was acknowledged before me this 21st day of May, 1998 by GEORGE KNABB, the President of LABUENA FARMS, INC., a Florida corporation, who is personally known to me or who produced Personally known as identification.

Judith A. Gallups
Notary Public, State of Florida
JUDITH A. GALLUPS

My Commission Expires:



Judith A. Gallups
MY COMMISSION # CC676667 EXPIRES
October 1, 2001
BONDED THRU TROY FARM INSURANCE, INC.

(SEAL)

EXHIBIT "A"

THE NORTH 50 FEET AND THE WEST 50.00 FEET OF THE FOLLOWING DESCRIBED LANDS:

Part of the South 1/2 of the SE 1/4 of Section 5, Township 3 South, Range 22 East, Baker County Florida, being more particularly described as follows:
BEGIN at the intersection of the North line of said South 1/2 of the SE 1/4 and the East right of way line of State Road 121 (a 120 foot wide right of way as presently established); thence N 88°00'30" E, along said North line 350.00 feet; thence S 00°21'52" W, parallel to said East right of way line, 225.03 feet; thence S 88°00'30" W, parallel to said North line, 350.00 feet to a point on the said East right of way line; thence N 00°21'52" E, along said line, 225.03 feet to the POINT OF BEGINNING.

FILE DATE: 05/21/1998 FILE TIME: 04:12
BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS

PAGE #: 0006 OF 0008
OR #: 1998 2593

EXHIBIT "B"

THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 22
EAST, BAKER COUNTY, FLORIDA.

FILE DATE: 05/21/1998 FILE TIME: 04:12 PAGE #: 0007 OF 0008
BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS OR #: 1998 2593

EXHIBIT "C"

Part of the South 1/2 of the SE 1/4 of Section 5, Township 3 South, Range 22 East, Baker County Florida, being more particularly described as follows:
BEGIN at the intersection of the North line of said South 1/2 of the SE 1/4 and the East right of way line of State Road 121 (a 120 foot wide right of way as presently established); thence N 88°00'30" E, along said North line 350.00 feet; thence S 00°21'52" W, parallel to said East right of way line, 225.03 feet; thence S 88°00'30" W, parallel to said North line, 350.00 feet to a point on the said East right of way line; thence N 00°21'52" E, along said line, 225.03 feet to the POINT OF BEGINNING.

FILE DATE: 05/21/1998 FILE TIME: 04:12
BAKER COUNTY, FL, AL FRASER - CO CLERK OF COURTS

PAGE #: 0008 OF 0008
OR #: 1998 2593