

Prepared by
Philip C. Beverly, Jr.

Record & return to:
Miriam Cruz-Bustillo
P.O. Box 850
Gainesville, FL 32602

CORRECTIVE ROAD GRADE CROSSING EASEMENT

THIS AGREEMENT, made this 2 day of June, 1994, by and between CSX TRANSPORTATION, INC., a Virginia Corporation, (or its undersigned subsidiary), whose mailing address is 500 Water Street, Jacksonville, Florida, 32202, hereinafter called "Grantor," party of the first part, and WATERMELON TRIANGLE CORPORATION, a Florida not-for-profit corporation, whose mailing address is 6510 N.W. 9th Blvd., Suite 1, Gainesville, Florida 32605, hereinafter called "Grantee," party of the second part, WITNESSETH:

THIS IS A CORRECTIVE DOCUMENT WHICH CORRECTS AN ERROR IN THE LEGAL DESCRIPTION OF AN EASEMENT BETWEEN GRANTOR AND GRANTEE RECORDED IN THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA, ON SEPTEMBER 16, 1993, AT OFFICIAL RECORDS BOOK 1925, PAGE 2584 THROUGH PAGE 2591.

Subject to the limitations herein, for and in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) and the fee(s) paid by Grantee as provided for herein, and further in consideration of the covenants, terms, conditions and agreements herein to be kept and performed by Grantee, Grantor does hereby grant, bargain, sell and convey to Grantee a perpetual private road grade easement, together with the right to use and maintain an existing private road at grade, over and across the track(s), right-of-way, and property of Grantor, at or near Archer, Florida, being described as:

See attached Exhibit "A"

hereinafter called "Crossing".

Doc. St. Ant. \$0.70
J.K. "Buddy" Irby, Clerk of Circuit Court
Alachua County - By *James J. Irby*

Grantor's Federal Employer ID No.: 54-6000720

1. DEFINITIONS:

1.1 The term "Grantee" herein shall include the above-named corporation, members of the corporation, and any related association, partnership, governmental body or individual, as the case may be. For Articles 2, 8, 10, and 14 of this Easement, the term "Grantee" shall also include Grantee's successors, assigns, members, agents, employees, servants, and invitees. Membership in Grantee corporation and the associated benefits of this Easement shall be established upon a person's or entity's execution and recording of a declaration or agreement, in the Alachua County Public Records, submitting that person or entity, and the land described, as more specifically set forth in the Articles of Incorporation of the said Corporation, to the assessment power of the Corporation. All words herein referring to Grantee shall be taken to be of such number and gender as the context may reasonably require.

1.2 The term "Grantor", as used herein, shall include CSX Transportation, Inc., and any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Grantor. Said term shall also include any parent, subsidiary or affiliated system companies of Grantor. For Articles 8, 9, 14 of this Easement, the term "Grantor" shall also include the servants, agents or employees of the undersigned Grantor (Railroad) and of said parent, subsidiary or affiliated company.

1.3 The term "satisfactory" or "satisfaction" as used herein, shall mean approval by Grantor's Chief Engineer or his designated representative, usually the local Division Engineer.

1.4 The term "Crossing", as used herein, includes track crossings, approaches, roadways, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Easement covers more than one crossing or more than one track, the terms "Crossing" and "track", as hereinafter used, shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.

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1.6 "Maintenance" shall include keeping all vegetation within the area(s) outlined in red on attached print and identified thereon as "sight clearance area(s)" cut to a height not exceeding two feet (2') above ground level, and keeping said "sight clearance area(s)" free of parked vehicles and other obstructions.

1.7 The "effective date" of this Easement shall be the date of execution hereof by Grantor.

2. USE, LIMITATIONS:

2.1 This Easement is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Grantor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing, and all instruments, easements, agreements and rights therefor, recorded or not; and (c) compliance by Grantee with the terms and conditions herein.

2.2 The Crossing shall be used solely as a private road for the purpose of vehicular or pedestrian access to/from adjacent land owned or occupied by or on behalf of any member of Grantee corporation.

2.3 Grantee, at its sole cost and expense, shall erect and permanently maintain two (2) "PRIVATE ROAD -- NO TRESPASSING RESTRICTED USE" signs or other signs indicating the private nature and limited use of the Crossing, one such sign on either side of the Crossing, or as otherwise designated by Grantor. So long as Grantee maintains the sign as required herein, Grantee shall be held harmless for any liability for use of the Crossing by third parties beyond the extent of insurance coverage provided for in paragraph 15 hereof.

2.4 Grantor consents and agrees that Grantee may seek public dedication of the Crossing and adjacent road as a public roadway and crossing. Grantor shall fully cooperate with the Grantee in seeking a designation as a public crossing.

2.5 Grantor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Grantor shall not be obligated to make cuts in its trains for the Crossing.

2.6 Grantee shall operate or use said Crossing in accordance with all rules and regulations of Grantor and any public authority having jurisdiction, so as not to interfere with or endanger, in the judgment of Grantor, any property, traffic, operation, maintenance, employee or patrons of Grantor.

2.7 Unless expressly provided herein, no expressed or implied means of ingress and egress or way of necessity is granted by this Easement upon, across or over remaining or adjacent lands of Grantor. Grantee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

3. FEES:

3.1 Grantee has paid to Grantor a one-time lump sum payment of THREE THOUSAND ONE HUNDRED TWENTY FIVE U.S. DOLLARS (\$3,125.00) as a maintenance fee, which shall be in lieu of an annual maintenance fee. Thereafter, no other or further routine maintenance fee shall be due or owing Grantor from Grantee. Provided however, this paragraph shall not be deemed to supersede the provisions for additional fees that maybe required hereunder for reconstruction of the Easement, or arising under Articles 7, 8 and 11 of this Easement.

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4. CONSTRUCTION, MAINTENANCE:

4.1 Except as is provided for in Article 11, the Crossing (including the necessary appurtenances, approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be maintained at the sole cost and expense of Grantee.

4.2 Except as is provided for in Article 11, and in recognition of Grantor's labor agreements, all construction and maintenance work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') on the outside of each rail thereof, and all work on Grantor's signal and communication facilities deemed necessary by Grantor to permit Grantee's use of Crossing, must be performed by Grantor, at the sole cost and expense of Grantee.

4.3 Grantee has deposited with Grantor the sum of **SEVEN HUNDRED FIFTY DOLLARS (\$750.00)**, in full satisfaction of all claims by Grantor for its cost and expense of prior maintenance of the Crossing.

4.4 Grantee, at its sole cost and expense, in a manner and of materials satisfactory to Grantor, shall furnish labor and materials required for all necessary grading of the approaches to the Crossing.

4.5 Grantee, at its sole cost and expense, shall maintain all approachways, and shall keep the Crossing at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions (including parked-vehicles).

4.6 Grantee shall perform or cause all Grantee's Crossing work under this Easement to be accomplished in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Grantor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Grantor's trains. In the event Grantee contracts for the performance of any Crossing work, Grantee shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Easement, at the sole risk of Grantee.

4.7 In the event Grantee shall fail to comply with any construction or maintenance requirement of this Easement, Grantor, without waiving any other provision of this Easement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Grantee, or terminate this Easement in accordance with Article 12 hereof.

4.8 Grantee shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to any construction or reconstruction of the Crossing undertaken by Grantee.

5. DRAINAGE:

5.1 Grantee shall maintain, at Grantee's sole expense and in a manner satisfactory to Grantor, necessary drainage pipe within the approachways and underneath said crossing, on each side of said track(s) to take care of drainage from the roadbed and keep same from the track(s) and right-of-way of Grantor.

6. PERMITS:

6.1 Before any work is performed hereunder, Grantee, at its sole cost and expense, shall obtain all necessary permits or Easements from any Federal, State or local public authorities having jurisdiction over the Crossing or Grantor's property or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

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6.2 Grantee shall defend, protect and hold Grantor harmless for failure to obtain permits and Easements required for work hereunder by Grantee, and Grantee will further hold Grantor harmless for any violation thereof, including costs or expenses of compliance.

7. BARRICADES, GATES:

7.1 Grantee, at its sole cost and expense, shall furnish, construct and maintain any gate(s), barricade(s), sign(s) and/or crossing warning device(s) or provide protective services, deemed necessary by Grantor or by any public authority having jurisdiction as shall from time to time be deemed necessary by Grantor or by such public authority. The design and placement of signs, barriers, gates and warning devices shall be subject to the approval of Grantor. The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the requirements of Grantor and any such public authority.

7.2 Grantor, at its election, may furnish any materials and install such gates, barricades signs or automatic or other crossing warning devices, or provide protective services, at the sole cost and expense of Grantee. Grantor may require advance deposit of estimated cost and expense of such work and materials. Upon completion of construction, Grantor will promptly refund any portion of the deposit in excess of Grantor's costs and expenses. Should Grantor's costs and expenses exceed said deposit, Grantee shall promptly pay such excess upon receipt from Grantor of bill therefor.

8. OPERATIONAL SAFETY:

8.1 Grantee and its members shall use and shall cause its agents, employees, servants, and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with the operations of Grantor.

8.2 Grantor shall erect at Grantee's cost, and thereafter Grantee shall maintain, reflectorized "Railroad Crossing" Crossbuck signs or reflecting triangular highway "Yield" signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side, and advising of the number of track(s) to be crossed, and Grantee shall be solely responsible to periodically inspect such signs to insure that same are in place and visible.

8.3 In the event that any governmental authority requires flashing light signals, gates, or permanent watchmen or flagmen to be present for operation or use of the Crossing, for public safety purposes, Grantor shall not be called upon or required to bear any cost of installing and maintaining and/or furnishing such additional crossing protection, which shall be installed and maintained and/or furnished solely by Grantee. After any Crossing signals have been placed in service, Grantor will operate and maintain said signals, at the sole expense of Grantee. Costs of such signal maintenance and operation (including electric current) will be reviewed periodically, and the amount billed will be revised accordingly. In addition to said signal maintenance and operation expense, Grantee shall reimburse Grantor, within sixty (60) days after receipt of itemized bill from Grantor, (a) the cost of upgrading said signals to prevent obsolescence and (b) the cost of repairing, or replacing, said signals as a result of damages thereto, howsoever resulting. If Grantee fails or refuses to so install, maintain and/or provide or pay costs thereof, Grantor may terminate this Easement as provided for in Article 12.

9. FLAGGING, CONSTRUCTION:

9.1 During any period of construction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, if Grantor deems it advisable to place watchmen, flagmen, inspectors or supervisors for protection of operations of Grantor or others on Grantor's property at the Crossing, Grantor shall have the right to do so, at the expense of Grantee, but Grantor shall not be liable for its failure to do so.

9.2 For purposes of liability under Article 14 only, such watchmen, flagmen, etc., shall be deemed to be Grantee's employees.

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10. EXPLOSIVES:

10.1 Neither Grantee nor Grantee's members, contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across the railway track(s) of Grantor without separate prior written consent of Grantor.

10.2 Restrictions of this Article shall not apply to gasoline or diesel fuel in the vehicular fuel supply tanks of any vehicle passing over Crossing, nor shall the restrictions of this Article apply to the transportation of fertilizer, chemicals or pesticides over or across the Crossing which are incident to agricultural operations.

11. ALTERATIONS; TRACK CHANGES:

11.1 Other than as is set forth in Articles 4.1, 4.2, 4.4, 4.5, 4.8, 5.1, 7.1, 7.2, 8.2 and 8.3, whenever any repairs or changes are made to Grantor's land or track at the site of the Crossing, or if new or additional tracks are laid at the site of the Crossing, whether on land now used or on land hereafter acquired by Grantor for the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, each party shall furnish labor and materials to make such repairs to, alterations of, or relocation of their respectively maintained portions of the Crossing, (i.e., the Grantee, its crossing and the Grantor, its track and facilities).

11.2 If Grantor shall need or desire to make any change, relocation or improvement in its right-of-way, structures, roadbed or other rail or communication facilities (including fiber optic) at said Crossing, or make any changes whatever-in, to, upon, over or under its right-of-way or property at the Crossing other than the laying of new or additional track, Grantor shall make such change(s), at Grantor's sole cost and expense. Grantee shall make necessary changes in grading, drainage and approachways occasioned by Grantor's changes, relocation or improvements, in accordance with plans satisfactory to Grantor, within thirty (30) days of written approval notice from Grantor.

11.3 If Grantee desires to revise, relocate or change in all or any part of said Crossing, or if Grantee is required to change or alter the Crossing, drainage or approachways, plans therefor shall be submitted to Grantor for approval before any such change is made, and after change or alteration the terms and conditions of this Easement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 Unless otherwise specifically provided for in this Paragraph 12, this Easement shall be and remain perpetual.

12.2 Upon failure of Grantee to perform or comply with any material term, covenant, clause, or condition herein contained ("default"), this Easement may be terminated upon forty-five (45) days notice by Grantor to Grantee. During the said forty-five (45) day period Grantee will have the right to cure any such default, and if so cured then Grantor may not terminate this Easement. In the event of termination, then within thirty (30) days after such termination, unless the parties hereto otherwise agree, said Crossing shall be removed, and all approaches barricaded, and the property of Grantor restored in a manner satisfactory to Grantor, with the cost and expense thereof to be paid by Grantee. All removal and restoration work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Grantor at Grantee's expense, but which in no event shall exceed THREE THOUSAND DOLLARS (\$3,000.00).

12.3 If Grantee fails to participate in making removal as provided for in Section 12.2, then Grantor may remove same by employee or contract forces ("labor"), at Grantee's sole risk, cost and expense, but which in no event shall exceed THREE THOUSAND DOLLARS (\$3,000.00).

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12.4 All rights which Grantee may have hereunder shall cease and end only upon termination as specified herein; provided, however, that termination of this Easement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE-ACCOUNT COSTS:

13.1 Grantor's expense for wages of Grantor employees (force account) and materials for any work performed at the expense of Grantee pursuant to this Easement shall be paid by Grantee within thirty (30) days after receipt of a bill therefor.

13.2 Such expense shall include, but not be limited to: cost of supervision, traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Grantor's fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 Grantee, recognizing that Grantor's operations and any use of Grantor's property, tracks and right-of-way at the Crossing involves increased risks, hereby assumes all liability for, and waives any right to ask or demand damages for, or on account of, any loss or damage to property of Grantee or any part thereof, at the Crossing location, including loss of or interference with the use of service thereof, regardless of cause, including:

- (A) any fault, failure or negligence of Grantor in the operation or maintenance of the Crossing; in rail operations on or over the Crossing; and/or
- (B) any fire, regardless of the source or origin thereof.

14.2 Grantee, with the recognition above, and further in consideration of the grant of this Easement, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Grantor harmless from and against all loss of or damage to any other property, including property in the care, custody, or control of Grantor and of third parties, arising from or connected with the use of the Crossing, and the loss of or interference with any use or services thereof other than that which is caused by a defect in Grantor's train and which is beyond the control of Grantee.

14.3 Grantee, with the recognition above, and further in consideration of the grant of this Easement, hereby further agrees that Grantor shall not be liable for any loss, damage or injury of any kind or character on account of injury to or death of any and all persons (including but not limited to employees, invitees and patrons of the parties hereto) arising from or connected with any use of the Crossing by Grantee, or caused by any defect in or on the Crossing occasioned by the failure of Grantee to maintain the Crossing as herein provided other than that which is caused by a defect in Grantor's train and which is beyond the control of Grantee. Further, Grantee waives all claims and demands on its behalf against Grantor for any such loss, damage or injury and agrees to indemnify and hold Grantor entirely free and harmless from all liability for any such loss, damage, costs or injury of other persons, and from all costs and expenses arising from any such claims or demands of other persons concerning any loss, damage or injury, other than that which is caused by a defect in Grantor's train and which is beyond the control of Grantee.

15. INSURANCE:

15.1 Grantee shall procure and shall thereafter maintain during continuance of this Easement, at its sole cost and expense, Public Liability Insurance or Commercial General Liability Insurance covering liability assumed by Grantee under this Easement. If coverage is written on a public liability insurance form, insurance services office endorsement GL-99-18 must be added to the policy to extend the definition of "Incidental contract" to include any easement or Easement agreement in connection with vehicle or pedestrian railroad crossings at grade. A coverage of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** Combined Single Limit per occurrence, for bodily injury and property damage, is recommended as a prudent minimum to Grantee's assumed obligation hereunder. If said policy is written on a "Claims Made" basis rather

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than "per occurrence" basis, Grantee shall arrange for adequate time for reporting losses. Failure to arrange adequate reporting time shall be Grantee's sole risk.

15.2 Provided however, that in the event Grantee shall procure and maintain in full force and effect Public Liability Insurance or Commercial General Liability Insurance covering liability assumed by Grantee under this Easement, with coverage of THREE MILLION DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence, for bodily injury and property damage, then during any such period of coverage any other provision to the contrary herein notwithstanding, Grantor shall release Grantee from any claim Grantor may have against Grantee in excess of the \$3,000,000.00 limit.

15.3. The policy of insurance shall be endorsed to provide for thirty (30) days' notice in writing to Grantor's Director-Casualty Insurance J270, at the address above, prior to termination of or change in the coverage provided. Grantor may at any time request evidence of insurance purchased by Grantee to comply with this Article. Failure of Grantee to obtain and maintain such liability insurance shall be an event of default subject to the termination provisions set forth in Article 12.

15.4 Except as provided for above, furnishing of insurance by Grantee shall not limit Grantee's liability under this Easement, but shall be additional security therefor.

16. NOTICE(S):

16.1 Before doing any work hereunder on Grantor's property, Grantee shall give Grantor's Division Manager (1590 Marietta Blvd., N.E., Atlanta, Georgia 30318) at least five (5) days' written notice, except that in cases of emergency repairs shorter notice may be given.

16.2 All other notices and communications concerning this Easement shall be addressed to Grantee at the address above and to Grantor at the address above, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

16.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, and shall be effective upon actual receipt or upon date of refusal of delivery.

17. BREACH, WAIVER:

17.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

17.2 Neither the failure of Grantor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Grantor, shall be construed as an admission of liability or responsibility by Grantor, or as a waiver by Grantor of any of the obligations, liability and/or responsibility of Grantee.

18. THIRD PARTIES, ASSIGNMENTS:

18.1 Neither this Easement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person other than "Grantee" as is defined in Article 1.1.

18.2 This Easement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Grantor, and the heirs, legal representatives, successors or assigns of Grantee, as the case may be.

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19. TOTAL AGREEMENT:

19.1 This Easement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

20. FORM, SEVERABILITY:

20.1 Neither the form nor any language of this Easement shall be interpreted or construed in favor of or against either party hereto.

20.2 This Easement is executed by all parties under current interpretation of any and all applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof, unless the unenforceable provision denies either party the benefit of the bargain, in which case this easement shall terminate.

21. RIDERS:

21.1 Rider(s) No. _____ attached hereto, is (are) incorporated herein by reference.

21.2 There are no Rider(s).

22. VENUE AND GOVERNING LAW:

This Easement shall be construed in accordance with Florida law.

In any action brought under this Easement, venue shall be in Alachua County, Florida.

23. RECORDING:

This agreement may be recorded by either party.

IN WITNESS WHEREOF, the Grantor hereto has caused these presents to be executed in duplicate, in its name by its President and its corporate seal to be affixed by its Attest. Secretary, the day and year first above written.

Witnesses for Grantor:

Mary Anne Soderlin

Robert L. Heathton

Attest: Jane A. Ollan
Assistant, Secretary

CSX TRANSPORTATION, INC.

By: Donald L. Dill
its Senior Vice President

(SEAL)

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STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerald L. Nichols, who:

(is personally known to me;
produced _____ as identification;
(took an oath;
(did not take an oath;
and who executed the foregoing and he / she acknowledged before me that he / she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, 1994.

Kathryn Barnwell
NOTARY PUBLIC, State of Florida
My Commission Expires: KATHRYN BARNWELL
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug, 24, 1994
Commission No. C C 0 276 19
Bonded thru Patterson - Becht Agency

IN WITNESS WHEREOF, the Grantee hereto has caused these presents to be executed in duplicate, in its name by its President, and its corporate seal to be affixed by its Secretary, the day and year first above written.

Witnesses for Grantee:

Wm A Kahan
C James Bolton

Attest: James E. Clayton
James E. Clayton, Secretary

WATERMELON TRIANGLE
CORPORATION:

By Joseph Cauthen
Its President
(SEAL)

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joseph C. Cauthen, M.D., who:

(is personally known to me;
(produced _____ as identification;

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() took an oath;
did not take an oath;
and who executed the foregoing and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day
of June, 1994.

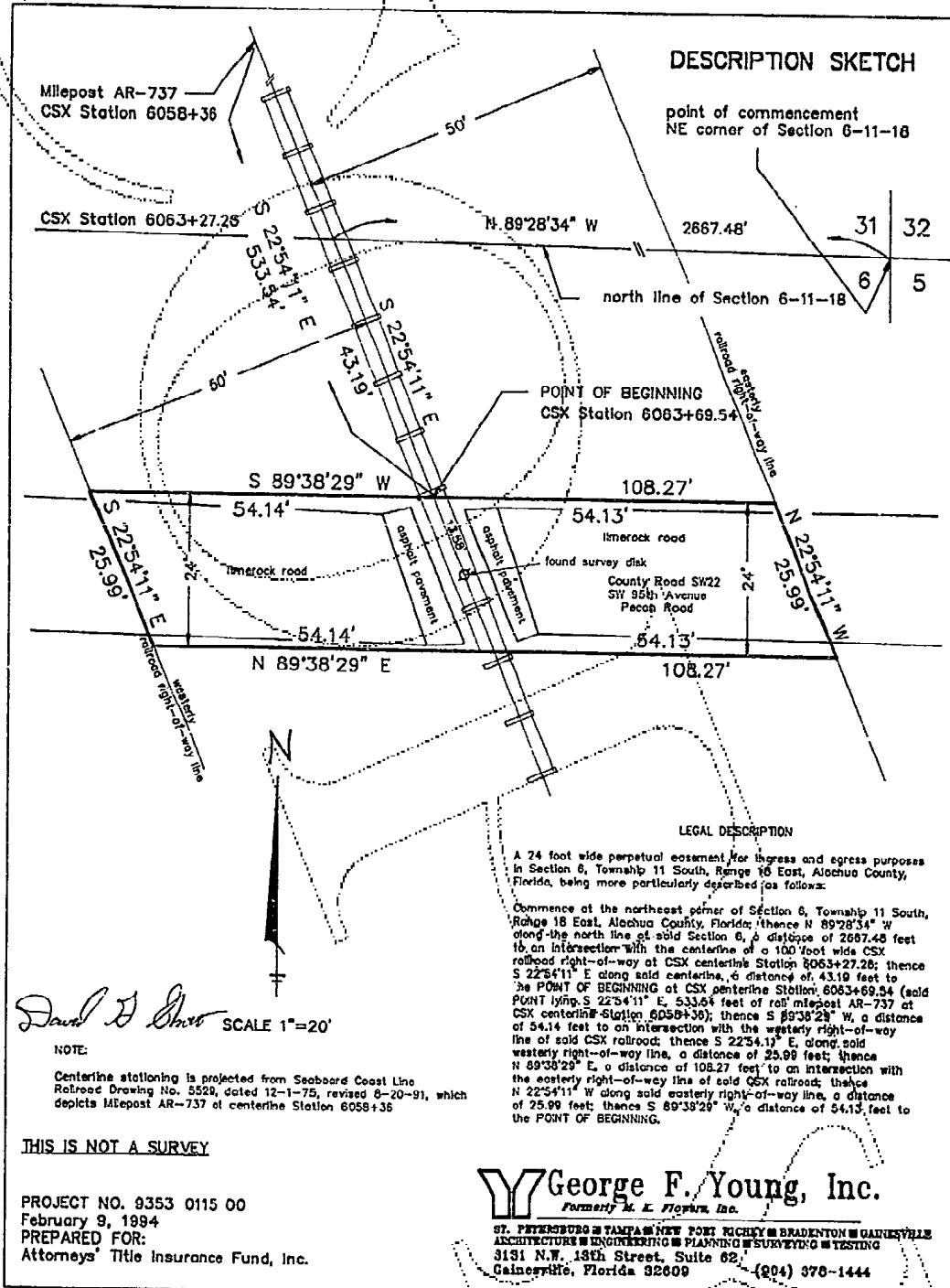


OFFICIAL SEAL
C. DARREN COLTON
My Commission Expires
Nov. 4, 1996
Comm. No. CC 240539

D. Darren Colton
NOTARY PUBLIC, State of Florida
My Commission Expires: 11-4-96

This instrument prepared by:
Phil G. Beverly, Jr.
Fla. Bar No.: 374555
912 N.E. 2nd Street
Gainesville, FL 32601

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THIS IS NOT A SURVEY

PROJECT NO. 9353 0115.00

PROJECT NO. 935
February 9, 1984

February 9, 1994
PREPARED FOR:
Attorneys' Title Insurance Fund, Inc.

YGeorge F. Young, Inc.
Formerly M. E. Young, Inc.
ST. PETERSBURG ■ TAMPA ■ NEW PORT RICHEY ■ BRADENTON ■ GAINESVILLE
ARCHITECTURE ■ ENGINEERING ■ PLANNING ■ SURVEYING ■ TESTING
3131 N.W. 13th Street, Suite 62
Gainesville, Florida 32606 (304) 376-1444

LEGAL DESCRIPTION

A 24 foot wide perpetual easement for ingress and egress purposes in Section 6, Township 11 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 6, Township 11 South, Range 18 East, Alachua County, Florida; thence N 89° 28' 34" W along the north line of said Section 6, a distance of 2667.48 feet to an intersection with the centerline of a 100 foot wide CSX railroad right-of-way at CSX centerline Station 6063+27.26; thence S 22° 54' 11" E along said centerline, a distance of 43.19 feet to the POINT OF BEGINNING at CSX centerline Station 6063+69.54 (said POINT lying S 22° 54' 11" E, 533.54 feet of rail milepost AR-737 at CSX centerline Station 6058+36); thence S 89° 38' 29" W, a distance of 54.14 feet to an intersection with the westerly right-of-way line of said CSX railroad; thence S 22° 54.11" E, along said westerly right-of-way line, a distance of 25.99 feet; thence N 89° 38' 29" E, a distance of 108.27 feet to an intersection with the easterly right-of-way line of said CSX railroad; thence N 22° 54' 11" W along said easterly right-of-way line, a distance of 25.99 feet; thence S 89° 38' 29" W, a distance of 54.13 feet to the POINT OF BEGINNING.

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