

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into this 27th day of October 2008, by and between **CENTEX HOMES**, a Nevada general partnership, whose address is 12740 Gran Bay Parkway, Suite 2300, Jacksonville, Florida 32258 (hereinafter referred to as the "Grantor"), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** a political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as the "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Clay County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a perpetual nonexclusive access easement over, upon, and across the Easement Property for the specific and limited purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to Grantee an easement for the location of a driveway upon the Easement Property (the "Easement"), all subject to the terms, conditions and limitations set forth herein. The Grantee shall have full authority to enter upon, excavate, construct, operate, repair, and

maintain, as the Grantee or its assigns may deem necessary, the driveway upon the Easement Property.

Section 3. Grantor hereby warrants to Grantee that Grantor has fee title to the Easement Property subject to easements, reservations, restrictions and rights-of-way of record, if any, and that Grantor has full power and authority to grant this Easement as to the Easement Property.

Section 4. Subject to the terms, conditions and limitations hereinafter set forth, the Grantee, its employees, agents, contractors, consultants and assigns shall have the right of ingress and egress over, upon, and across the Easement Property at all times for the purpose of excavating, constructing, operating, repairing, and maintaining the driveway. The Grantee, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the driveway, out of and away from the Easement Property, and the Grantor agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Property that may interfere with the use of the Easement Property for the purposes set forth herein or with the normal operation or maintenance of the driveway.

Section 5. Except as expressly set forth herein, the Grantor reserves the right to utilize the Easement Property for any purpose which does not interfere with the use of the Easement Property by Grantee for the purposes set forth herein.

Section 6. To the extent permitted by law and without expanding the limits of liability set forth in F.S. 768.28, the Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or upon any appellate level), arising from the Grantee's use of the Easement Property or from the exercise by the Grantee of any rights by this Easement Agreement.

Section 7. The Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Property.

Section 8. This Easement Agreement may be modified or amended only upon the mutual written consent of Grantee and Grantor, or their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Access Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of **GRANTOR:**

Sarah Wicker
Print Name: Sarah Wicker

Eric Phillips
Print Name: Eric Phillips

CENTEX HOMES, a Nevada general partnership

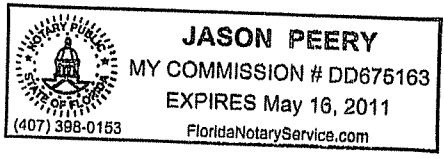
By: **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, its managing partner

By: *[Signature]*
Name: Houston Todd
Title: Division Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 27th day of OCTOBER 2008, by Houston Todd as Division President of Centex Real Estate Corporate managing general partner of Centex Homes. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of OCTOBER 2008.



[Signature]
Notary Public
Print Name _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of **GRANTEE:**

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Attest: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 200__, by _____, as _____ He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____ 200__.

Notary Public

Print Name
My Commission Expires:

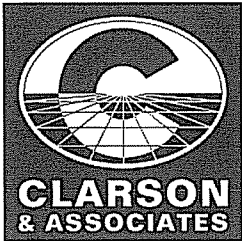


EXHIBIT A

CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

SEPTEMBER 30, 2008

ACCESS EASEMENT FROM OLD HARD ROAD TO THUNDERBOLT
ELEMENTARY SCHOOL, FLEMING ISLAND PLANTATION

FOR: CENTEX HOMES

A PORTION OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE
CENTERLINE OF TOWN CENTER BOULEVARD (A 100 FOOT RIGHT OF WAY) WITH THE
CENTERLINE OF OLD HARD ROAD (AN 80 FOOT RIGHT OF WAY AT THIS POINT) AND
RUN NORTH 57° 35' 21" WEST, ALONG SAID CENTERLINE OF OLD HARD ROAD, 365.31
FEET; THENCE SOUTH 32° 24' 39" WEST, DEPARTING LAST SAID CENTERLINE, 40.00
FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID OLD HARD
ROAD FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 57° 35' 21" WEST,
ALONG LAST SAID SOUTHWESTERLY RIGHT OF WAY LINE, 114.66 FEET; THENCE
SOUTH 32° 24' 39" EAST, DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE,
80.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF "THUNDERBOLT
ELEMENTARY SCHOOL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1769, PAGE 118
OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 57° 35' 21" EAST, ALONG
SAID NORTHEASTERLY LINE OF OFFICIAL RECORDS BOOK 1769, PAGE 118, A
DISTANCE OF 114.66 FEET; THENCE NORTH 32° 24' 39" EAST, A DISTANCE OF 80.00
FEET TO THE POINT OF BEGINNING.