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Prepared by and Return to:
Winfield A. Gartner, Esq.
Gartner, Brock and Simon
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207

GRANT OF EASEMENT FOR INGRESS AND EGRESS AND PARKING

DATE: FEBRUARY 5th, 2007
GRANTOR: GERALD S. ROBERTS AND GAIL W. ROBERTS, his wife
GRANTEE: ORANGE PARK COMMERCE CENTER II, LLLP, a Florida limited liability limited partnership

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land located in Clay County, Florida, more particularly described in Exhibit A attached hereto (the "Easement"), over which it desires to grant an easement to Grantee, and Grantee desires to receive from Grantor an easement for ingress or egress and parking.

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NOW, THEREFORE, in consideration of the matters set forth herein and the mutual covenants of the parties hereto, Grantor and Grantee agree as follows:

1. Easement. The Grantor hereby conveys, grants and assigns to Grantee, its successors and assigns, a non-exclusive easement in common with the Grantor, to the use of the property described in Exhibit A attached, for ingress and egress to and from the Grantee's land as described in Exhibit B (the Grantee's Land) and for parking. The Easement is located on part of the "Grantor's Land" (the "Grantor's Land") described in Exhibit C. The Grantee shall use the Easement only for vehicular and pedestrian traffic and parking and in such a manner as not to interfere with Grantor's use thereof and shall have the right to construct a roadway and parking area thereon. The design of any such roadway and parking area shall be subject to the reasonable approval of the Grantor. The Grantee's right to use the Easement for parking may be terminated at any time by the Grantor filing a unilateral termination notice terminating parking rights only. The said termination notice will not require joinder by the Grantee.

2. Maintenance of Roadway Parking Easement. The Grantee shall at all times keep the Easement paved and in a good state of repair. The cost of any repairs or maintenance performed by the Grantee and the cost to construct "speed bumps",

curbing or other improvements deemed necessary by Grantee or required by any governmental authority shall be paid by the Grantee. The Easement shall be maintained so as to provide the Grantee with unobstructed paved access to Grantee's Land and parking for employees, agents, customers, tenant's, invitees, and licenses of Grantee.

3. Easement Running with Land. The Easement and rights herein granted are and shall be an appurtenance to the Grantee's Land, shall run with and bind the Grantor's Land burdened thereby, and shall be binding upon the parties hereto and their respective successors and assigns.

4. Mortgages. It is understood and agreed that this Easement shall be effective after the execution hereof by Grantor and Grantee. Any encumbrances now or hereafter placed upon the Easement shall be subrogated to the rights of the parties hereunder.

5. Maintenance Cost. The costs for maintaining, repairing and replacing the improvements in, on and to the Easement shall be allocated among the Grantor and Grantee when the Grantor shall construct building improvements on the Grantor's Land. Until such time such costs shall be the sole obligation of the Grantor.

6. Reimbursable Expenses. Should either party fail to perform the maintenance requirements placed upon it under this Easement, the other party may, upon reasonable notice, perform such maintenance and be reimbursed for same. All expenses required to be reimbursed between the parties hereto shall bear interest at the rate of eighteen percent (18%) per annum from and after ten (10) days after the same have been submitted for payment until the same have been paid in full. All billings shall be accompanied by paid invoices evidencing the nature of the work performed and itemizing the cost thereof. The parties agree to cooperate with each other in making any required repairs and to agree in writing in advance of the expenditure of funds as to the nature and extent of the maintenance and repairs required, except as to emergency repairs which the Grantor or Grantee determine must be performed immediately to avoid damages to their lands or the use thereof. All such repairs and maintenance must be proximately related to the Easement and the use being made of same by the Grantee.

7. Non-Exclusive. This Easement is a non-exclusive easement and the Easement may be used by Grantor and Grantee or their respective partners, employees, tenants, agents, representative, invitees, contractors and by other parties to whom Grantor may have granted, or may in the future grant rights to use the Easement; provided that no such rights shall prevent or unreasonably interfere with the rights of the Grantee to use the Easement for ingress and egress to and from the Grantee's Land and related parking.

8. Relocation. Grantor shall have the right to relocated alter or otherwise change the Easement (including, the location or configuration thereof) as Grantor shall deem necessary or appropriate, in Grantors sole and absolute discretion, in order to accommodated further development of the Grantor's Land; provided however, that (i) such relocation by Grantor shall not unreasonably impair the use of the Easement by the Grantee; (ii) the cost of any such relocation shall be borne by Grantor; (iii) Grantor shall obtain any necessary consents or approvals relating to the relocation of the Easement; (iv) the roadway will be constructed in accordance with the same standards applicable to the construction of the initial roadway; and (v) an equal number of readily accessible parking space are provided to the Grantee

9. No Lien. The Grantee shall not permit any lien to attach to or stand against the Roadway on the Grantor's Land, the Easement or any improvements thereon or portion thereof for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement or the Grantor's Land. In the event of any such lien attaching to the Easement or the Grantor's Land, or any portion thereof or improvements thereon, Grantee shall, within thirty (30) days of notice from any Grantor, have such lien released and failure by such Grantee to do so shall constitute a breach of this Easement; provided, however, that Grantee shall have the right to contest such lien so long as it provides a title indemnity, bond or other security reasonably acceptable to Grantor.


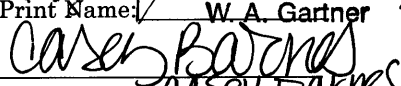
10. Indemnity The Grantor and Grantee as the case may be shall indemnify, defend and hold each other, and their respective partners, members, officers, agents, employees, and representatives harmless from and against any and all claims, losses, damages, costs (including court costs and reasonably attorneys fees), liabilities or causes of action arising out of or in any way relating to the exercise of such indemnifying party's rights hereunder or to the improvements, including, but not limited to, personal injury, property damage, and mechanic's liens, materialmen's liens or other liens or claims relating to the improvements.

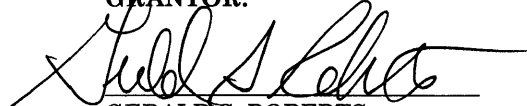
11. No Public Easement. The Easement and rights created, granted and established in this document do not, are not intended to, and shall not be construed to created any easement, right or privilege for the benefit of the general public. Grantor may suspend the Easement granted herein for such reasonable period of time as may be legally necessary in the reasonable opinion of its counsel to prevent the acquisition of prescriptive rights by the general public or by third parties.

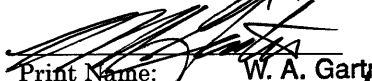
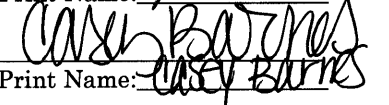
IN WITNESS WHEREOF, the Grantor and Grantee have caused this Grant of Easement to be executed, the day and year first above written.

Signed, Sealed and
Delivered in the Presence of:

GRANTOR:


Print Name: W. A. Gartner

Print Name: CASEY BARNES


GERALD S. ROBERTS


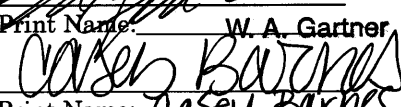

Print Name: W. A. Gartner

Print Name: CASEY BARNES

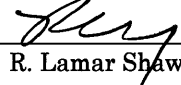

GAIL W. ROBERTS

GRANTEE:

ORANGE PARK COMMERCE CENTER
II, LLLP, a Florida limited liability
limited partnership


By: SKYLINE REALTY SERVICES,
INC., a Florida corporation, its
general partner

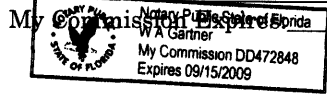

Print Name: W. A. Gartner

Print Name: CASEY BARNES

By: 
R. Lamar Shaw, Jr., President

COUNTY OF FLORIDA
STATE OF DUVAL


This instrument was acknowledged before me this 5th day of February, 2007, by GERALD S. ROBERTS, who is either () personally known to me or () has produced _____ identification.

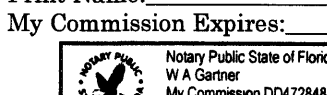

Notary Public
Print Name: _____



COUNTY OF FLORIDA
STATE OF DUVAL

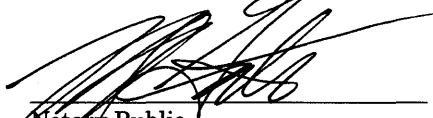
This instrument was acknowledged before me this 5th day of February, 2007, by GAIL W. ROBERTS, who is either () personally known to me or () has produced _____ identification.

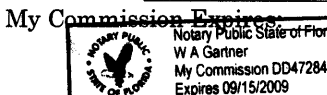

Notary Public
Print Name: _____



COUNTY OF FLORIDA
STATE OF DUVAL

This instrument was acknowledged before me this 5th day of February, 2007, by R. Lamar Shaw, Jr., the President of Skyline Realty Services, Inc., the general partner of Orange Park Commerce Center II, LLLP, a Florida limited liability limited partnership, who is either () personally known to me or () has produced _____ identification.


Notary Public
Print Name: _____



EXHIBITS

- A Easement
- B Grantee's Land
- C Grantor's Land

EXHIBIT 'A'

EASEMENT

A PORTION OF LOT 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANY'S LAND, ORANGE PARK, CLAY COUNTY, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 56°56'16" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE, 14.14 FEET TO A LINE LYING 10.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD; THENCE NORTH 11°56'16" WEST, ALONG SAID PARALLEL LINE, 241.10 FEET; THENCE NORTH 78°26'40" EAST, 34.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 78°26'40" EAST, 228.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 78°26'40" EAST, 120.78 FEET; THENCE SOUTH 30°40'51" EAST, 22.23 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID ELDRIDGE AVENUE AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 116.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°21'02" WEST, 116.59 FEET; THENCE NORTH 40°57'49" WEST, 42.41 FEET; THENCE NORTH 11°33'20" WEST, 29.79 FEET TO THE POINT OF BEGINNING;

EXHIBIT 'B'

A PORTION OF LOTS 6 AND 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANYS LAND, ORANGE PARK, CLAY COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDRIDGE AVENUE (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°56'16" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELLS ROAD, 231.16 FEET; THENCE NORTH 78°26'40" EAST, 44.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY, THENCE SOUTHEASTERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS 42.00 FEET, AN ARC DISTANCE OF 26.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°34'49" EAST, 25.92 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 78°26'40" EAST, 54.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°33'20" WEST, 257.83 FEET; THENCE NORTH 78°26'40" EAST, 147.16 FEET; THENCE SOUTH 41°23'16" EAST, 40.93 FEET; THENCE NORTH 57°21'33" EAST, 30.75 FEET; THENCE SOUTH 34°45'40" EAST, 232.94 FEET; THENCE SOUTH 30°40'51" EAST, 20.42 FEET; THENCE SOUTH 78°26'40" WEST, 294.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.40 ACRES, MORE OR LESS.

EXHIBIT 'C'

A PORTION OF LOT 7, SECTION 3, AS SHOWN ON THE MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANYS LAND, ORANGE PARK, CLAY COUNTY, RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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