

THIS DOCUMENT PREPARED BY:
Steven B. Greenhut, Esq.

AFTER RECORDING, RETURN TO:
Glenna Thompson, Paralegal
PAPPAS METCALF JENKS & MILLER, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202

PARTIAL ASSIGNMENT OF SANITARY SEWER EASEMENT RIGHTS

This Partial Assignment of Sanitary Sewer Easement Rights (this "Agreement") is made and entered into this 15th day of October, 2004 by and between **OAKLEAF PLANTATION, LLC**, a Florida limited liability company, whose address is 3020 Hartley Road, Suite 100, Jacksonville, Florida 32257 (the "Grantor") and **COTTAGES AT OAKLEAF, LTD.**, a Florida limited partnership, whose address is 3020 Hartley Road, Suite 300, Jacksonville, Florida 32257 (the "Grantee").

WITNESSETH:

Whereas, in Official Records Book 2098, Page 450, Official Records Book 2098, Page 489, Official Records Book 2120, Page 2054 and Official Records Book 2120, Page 2153, of the Public Records of Clay County, Florida (the "Existing Easement"), Grantor has retained a non-exclusive easement to construct, operate, use, maintain, repair and replace a sewer line over Lift Station Sewer Line Easement (as more particularly described in the Existing Easement); and

Whereas, Grantee is the legal owner of the real property described on Exhibit A attached hereto and specifically incorporated by reference herein ("Grantee's Parcel"); and

Whereas, Grantor has agreed to partially assign its rights in the Existing Easement to Grantee, for the benefit of Grantee's Parcel, subject to the terms conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Partial Assignment of Easement. Grantor also does hereby partially assign its rights in the Existing Easement for the purpose of allowing Grantee to enjoy the Existing Easement as provided in the Existing Easement for the benefit of the Grantee's Parcel.
2. Reservation of Rights. Grantor reserves the rights to use the Existing Easement in conjunction with Grantee, and further reserves the right to make further assignments of the Existing Easement without the consent of Grantee. The easements described herein are for sanitary sewer utility services only and do not convey any right to install other utilities such as cable television service lines.

3. Exercise of Easement Rights. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with the use and occupancy of improvements constructed upon the parcel of land in which the Existing Easement is located.
4. Indemnification. Grantee, with respect to the easements granted hereunder, shall indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of Grantee, its contractors, employees, agents or others acting on behalf of such party.
5. Successors and Assigns. This Agreement and the easements, covenants and agreements herein contained shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, devisees, successors and assigns.
6. Governing Law. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Florida.

[Signatures appear on the following pages]

In Witness Whereof, the parties have caused this Agreement to be executed on the date first above written.

GRANTOR:

Signed, seal and delivered
in the presence of

Deborah H. Dunbar
Name: DEBORAH H. DUNBAR

Adrienne T. Watson
Name: ADRIENNE T. WATSON

OAKLEAF PLANTATION, LLC,
a Florida limited liability company

By: Erik H. Wilson
Erik H. Wilson
Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of October, 2004, by Erik H. Wilson, as Vice President of OakLeaf Plantation, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced a current Florida driver's license as identification or produced _____ as identification.

Deborah H. Dunbar
Notary Public
My Commission # _____
My Commission Expires: _____

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

GRANTEE:

COTTAGES AT OAKLEAF, LTD,
a Florida limited partnership

By: **COTTAGES AT OAKLEAF, LLC,**
a Florida limited liability company,
its general partner

By: **VESTCOR, INC.,** a Florida
corporation, its manager

By: William L. Morgan
William L. Morgan
Its Vice President

Wanda McReynolds

Print Name: **WANDA MCREYNOLDS**

Cheryl A Hill

Print Name: Cheryl A Hill

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of October, 2004, by William L. Morgan, as Vice President of Vestcor, Inc., the manager of Cottages at OakLeaf, LLC, a Florida limited liability company, the general partner of COTTAGES AT OAKLEAF, LTD, a Florida limited partnership, on behalf of the partnership, who is personally known to me or produced a current Florida driver's license as identification or produced _____ as identification.

Wanda McReynolds

Notary Public **WANDA MCREYNOLDS**

My Commission # _____

My Commission Expires: _____

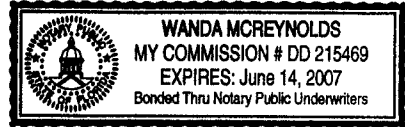


Exhibit A
("Grantee's Parcel")

EXHIBIT "A"
THE COTTAGES AT OAKLEAF
CONDOMINIUMS
PARCEL "B"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING DUVAL COUNTY AND CLAY COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 3227.59 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 3038.42 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 785.06 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 46 DEGREES 00 MINUTES 03 SECONDS EAST, 99.95 FEET; THENCE, SOUTH 31 DEGREES 03 MINUTES 49 SECONDS WEST, 14.35 FEET; THENCE, SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, 48.50 FEET; THENCE, NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST, 80.46 FEET; THENCE, SOUTH 85 DEGREES 35 MINUTES 09 SECONDS EAST, 30.56 FEET; THENCE, SOUTH 37 DEGREES 57 MINUTES 47 SECONDS EAST, 171.81 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4.50 FEET AND A CENTRAL ANGLE OF 90 DEGREES 13 MINUTES 37 SECONDS, AN ARC DISTANCE OF 7.09 FEET (SOUTH 07 DEGREES 09 MINUTES 02 SECONDS WEST, 6.38 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 52 DEGREES 15 MINUTES 50 SECONDS WEST, 22.58 FEET; THENCE, SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, 109.14 FEET; THENCE, SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 83.02 FEET; THENCE, SOUTH 46 DEGREES 34 MINUTES 17 SECONDS EAST, 49.68 FEET; THENCE, NORTH 56 DEGREES 08 MINUTES 05 SECONDS EAST, 14.54 FEET; THENCE, SOUTH 48 DEGREES 53 MINUTES 08 SECONDS EAST, 119.25 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 15 MINUTES 15 SECONDS, AN ARC DISTANCE OF 250.35 FEET (SOUTH 38 DEGREES 31 MINUTES 38 SECONDS WEST, 250.08 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 33 DEGREES 54 MINUTES 00 SECONDS WEST, 303.07 FEET; THENCE, NORTH 69 DEGREES 11 MINUTES 07 SECONDS WEST, 175.20 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 402.69 FEET AND A CENTRAL ANGLE OF 86 DEGREES 26 MINUTES 11 SECONDS, AN ARC DISTANCE OF 607.50 FEET (NORTH 25 DEGREES 58 MINUTES 02 SECONDS WEST, 551.51 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 72.00 FEET AND A CENTRAL ANGLE OF 36 DEGREES 40 MINUTES 51 SECONDS, AN ARC DISTANCE OF 46.09 FEET (NORTH 01 DEGREES 05 MINUTES 22 SECONDS WEST, 45.31 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 19 DEGREES 25 MINUTES 47 SECONDS WEST, 65.07 FEET; THENCE, NORTH 36 DEGREES 14 MINUTES 18 SECONDS WEST, 16.03 FEET; THENCE, SOUTH 88 DEGREES 56 MINUTES 05 SECONDS EAST, 111.16 FEET; THENCE, NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST, 315.66 FEET TO THE POINT OF BEGINNING.