

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
RUSSELL W, DIVINE, ESQUIRE
Divine & Estes, P.A.
P.O. Box 3629
Orlando, FL 32802

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of September, 1996 by and between AVALON CITRUS ASSOCIATES, INC, a Florida corporation, ("Grantor") and ROBERT E. SUTTON and CATHERINE P. SUTTON, husband and wife, whose post office address is 1800 North Orange Blossom Trail., Orlando, FL 32804 ("Grantee")

RECITALS

Grantee has purchased certain real property more particularly described as follows ("Grantee Property"):

The Southeast Quarter of the Southwest Quarter of Section 13,
Township 20 South, Range 27 East, Orange County, Florida.

Grantor owns of certain real property located immediately to the west of Grantee Property, which property includes the following described property ("Easement Area"):

The North 30 feet of the Southwest Quarter of the Southwest
Quarter of Section 13, Township 20 South, Range 27 East,
Orange County, Florida.

Grantor desires to convey to Grantees and Grantees desire to acquire from Grantor an easement for vehicular and pedestrian access over the Easement Area.

NOW THEREFORE, in consideration of the foregoing recitals, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. The Grantor does hereby grant, convey and transfer to Grantees an easement over the Easement Area for the purpose of pedestrian and vehicular access and ingress and egress to Grantees' property for its present uses from the right-of-way of Golden Gem Road, to have and to hold said easement unto Grantee, its successors and assigns.

3. Grantor shall maintain the Easement Area in the same manner that it maintains property it owns adjacent to the Easement Area. Beyond the maintenance to be done by the Grantor, the Grantee shall be responsible for maintaining the Easement Area in such a manner and to such an extent as is required for Grantee to exercise its rights hereunder. The Grantee shall be entitled to improve the Easement Area in order to exercise the rights granted herein, but shall do so at its sole cost and expense, and only with the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall indemnify and hold harmless Grantor from and against any and all liability arising from the use of the Easement Area by the Grantee, its guests, invitees and licensees.

4. Grantor may make any use of the Easement Area that it desires so long as such use does not interfere with Grantee's rights hereunder.

5. In the event of a dispute regarding this Easement Agreement, the prevailing party shall be entitled to collect all costs and attorneys' fees, whether incurred prior to trial, at trial, on appeal or in bankruptcy proceedings, from the losing party.

6. This Easement Agreement shall be governed by the laws of Florida and shall be binding on the parties hereto, their successors, assigns and personal representatives. This Easement Agreement is intended to run with the land and shall be appurtenant to Grantee Property as well as a burden against the Grantor's property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
In the presence of:

"GRANTOR"

AVALON CITRUS ASSOCIATES, INC.
a Florida corporation

Sharon K. Linderberry
Print Name: SHARON K. LINDERBERRY

By: *x Dorothy Dent Park*
DOROTHY DENT PARK
President

Lois Jean Overstrom
Print Name: LOIS JEAN OVERSTROM

"GRANTEE"

David E. Black
Print Name: DAVID E. BLACK

Robert E. Sutton
ROBERT E. SUTTON

David L. Evans
Print Name: David L. Evans

David E. Black
Print Name: DAVID E. BLACK

Catherine P. Sutton
CATHERINE P. SUTTON
Real Estate Attorney in Fla.

David L. Evans
Print Name: David L. Evans

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, this 17th day of September, 1996, personally appeared ROBERT E. SUTTON and CATHERINE P. SUTTON, husband and wife, who are personally known to me or who has produced FLORIDA DRIVER'S LICENSE as identification.

Janis M. Casoria
NOTARY PUBLIC
PRINT NAME:
Commission No.:
My commission expires:



JANIS M. CASORIA
MY COMMISSION # CC306901 EXPIRES
May 13, 1998
BONDED THRU TROY FARM INSURANCE, INC.

Recorded - Martha O. Haynie

STATE OF NEW YORK
COUNTY OF Tompkins

BEFORE ME, this 18th day of September, 1996, personally appeared DOROTHY DENT PARK as PRESIDENT of AVALON CITRUS ASSOCIATES, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

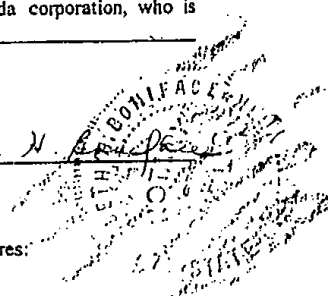
Elizabeth H. Boniface

NOTARY PUBLIC

PRINT NAME:

Commission No.:

My commission expires:



ELIZABETH H. BONIFACE
Notary Public, State of New York
No. 4790623
Qualified in Tompkins County
Term Expires July 31, 1997