

GRANT OF EASEMENT

THIS INDENTURE made and entered into on this 29th day of January, 1999, by and between LOXAHATCHEE INVESTORS, INC., ("Grantor"), located at 801 Maplewood Drive, Suite 17, Jupiter, Florida 33458, and LOXAHATCHEE BUSINESS PARK CONDOMINIUM ASSOCIATION, INC. ("Grantee"), located at 801 Maplewood Drive, Suite 17, Jupiter, Florida 33458.

WITNESSETH:

WHEREAS, Grantor is seized in fee simple of that parcel of real property located in Palm Beach County, Florida, and described as follows ("Unit 23"):

Unit 23, of Loxahatchee Business Park, a Commercial Condominium, according to The Declaration of Condominium and all exhibits attached thereto, recorded in Official Record Book 9629, Page 310; as amended in Official Record Book 9666, Page 943; and as further amended in Official Record Book 10595, Page 1976, all of the public records of Palm Beach County, Florida; together with an undivided interest in all common elements appurtenant thereto.

WHEREAS, Berrocal & Wilkins, P.A. owns the condominium unit which is contiguous to, and west of, Unit 23, which unit ("Unit 22A") is more particularly described as follows:

Unit 22A, of Loxahatchee Business Park, a Commercial Condominium, according to The Declaration of Condominium and all exhibits attached thereto, recorded in Official Record Book 9629, Page 310; as amended in Official Record Book 9666, Page 943; and as further amended in Official Record Book 10595, Page 1976, all of the public records of Palm Beach County, Florida; together with an undivided interest in all common elements appurtenant thereto.

WHEREAS, Grantee is the condominium association (the "Association") which governs the Loxahatchee Business Park, a Commercial Condominium, and has the power and obligation to maintain the common elements located on the Condominium Property pursuant to that certain Declaration of Condominium (the "Declaration") recorded in Official Record Book 9629, Page 310; as amended in Official Record Book 9666, Page 943; and as further amended in Official Record Book 10595, Page 1976, all of the public records of Palm Beach County, Florida; and,

WHEREAS, Grantor intends to grant to Grantee an easement for ingress and egress over and across Unit 23 for the inspection, installation, repair, maintenance and replacement of the conduit located in the northeast corner of Unit 23, which conduit houses electrical, telephone and utility wires servicing Unit 22A and all of which constitute a common element of the Condominium; and,

WHEREAS, all of the benefits, covenants and agreements herein shall accrue to the benefit of the owner(s) of Unit 22A, their respective successors in interest, assigns, heirs and personal representatives, and shall bind the owner(s) of Unit 23, their respective successors in interest, assigns, heirs and personal representatives.

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, Grantor does hereby grant an easement to Grantee as follows:

1. Grantor and Grantee acknowledge that the recitals of facts set forth above are true and correct and incorporate the same herein by reference.

2. Grantor does hereby grant, bargain and transfer unto Grantee, its contractors, designees, agents, servants, officers and employees, a perpetual easement for ingress and egress over, under and across Unit 23 for the purpose of inspecting, installing, repairing, maintaining, and replacing the conduit located in the northeast corner of Unit 23, as well as the electrical, telephone and utility wires servicing Unit 22A contained therein.

3. Grantee's right of access to Unit 23 for the purposes described herein shall be governed by the terms of the Declaration, specifically including but not limited to, the provisions of Paragraph 10.2 thereof which provides to the Board of Directors of the Association, its designee, agents and servants, a right of access to Unit 23 to inspect the same, to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and common elements contained in Unit 23, or elsewhere in the condominium property, and to remove any matters interfering with, or impairing the services within, or the purpose of, said easement therein reserved; provided such right of access, except in the event of any emergency, shall be made on no less than one (1) day's prior notice."

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

LOXAHATCHEE INVESTORS, INC.,
a Florida Corporation

D.R. Girvin
(print witness name)

By: Rosmarie Spitznagel
Rosmarie Spitznagel, President

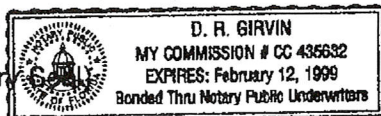
Kara E. Ertle
(print witness name)

(SEAL)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by Rosmarie Spitznagel, as President of LOXAHATCHEE INVESTORS, INC., who did not take an oath.

(Notary



D.R. Girvin
Notary Public (D.R. Girvin)
Commission No. CC 435632
My Commission Expires: 02/12/99

Personally Known X or Produced Identification _____
Type of Identification Produced _____