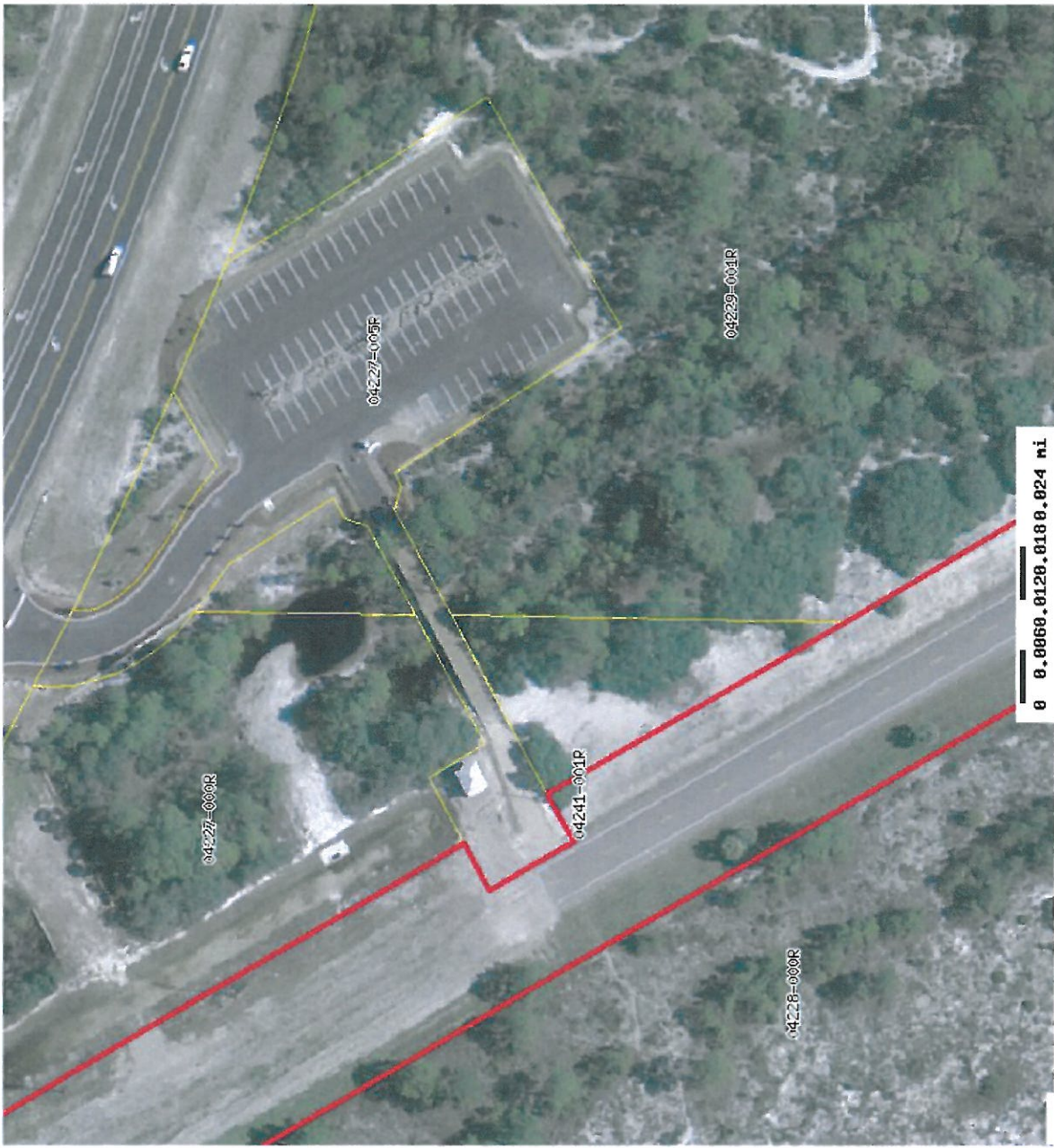




Gulf County Property Appraiser

Parcel: 04241-001R Acres: 20.49

Name:	ST JOE TIMBERLAND COMPANY	Land Value	184,374
Site:		Building Value	0
Sale:	\$100 on 12-2008 Vacant=Y Qual=U	Misc Value	0
	ATTN: DENIECE HUTCHISON	Just Value	184,374
	133 S WATERSOUND PRWY	Assessed Value	184,374
	WATERSOUND, FL 32413	Exempt Value	0
		Taxable Value	184,374



The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GULF COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--

Date printed: 01/28/13 : 07:53:56

AFTER RECORDING PLEASE RETURN TO:

Melissa V. Hornsby, Esquire
The St. Joe Company
3800 Esplanade Way, Suite 100
Tallahassee, Florida 32311

Inst: 200823005407 Date: 12/17/2008 Time: 2:18 PM
Doc Stamp-Deed: 0.70
TX DC, Rebecca L. Norris, Gulf County B: 468 P: 686

NON-EXCLUSIVE ACCESS EASEMENT
(Access Easement)

THIS NON-EXCLUSIVE ACCESS EASEMENT (this "Easement") is executed and given effective as of the 31st day of December, 2008, by **ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC**, a Delaware limited liability company ("Grantor"), to **GULF COUNTY**, a Florida municipality ("Grantees").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and, by its acceptance hereof Grantees, do hereby agree as follows:

1. Grantor grants unto Grantees a non-exclusive easement for pedestrian and vehicular ingress and egress (the "Easement"), over, across and upon those lands owned by Grantor situated in Gulf County, Florida, more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein.

2. The Easement shall be used for the sole purpose of accessing the tract of land owned by Grantees described as North Public Access and Parking, WindMark Beach, Gulf County, Florida, Parcel B (the "Land") as depicted on **Exhibit "A"**, for the benefit of Grantees, their guest and invitees. The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, and ad valorem taxes and assessments required to be paid subsequent to December 31, 2008 and the following:

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Area for any purpose which does not interfere with the rights herein granted to Grantees.

(b) The Easement Area may be relocated at any time upon Grantor's request, provided that the location provides reasonably equivalent access to the Land, is acceptable to Grantees, and Grantor bears the cost of such relocation. At Grantor's request, and upon relocation of the Easement Area at Grantor's expense, Grantees and Grantor shall execute an instrument in

recordable form evidencing the relocation of the Easement hereby granted to the new Easement Area designated by and in the title of Grantor.

(c) Grantees shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

(d) Grantees shall exercise the easement rights conveyed herein in a manner which will not interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

(e) Grantor shall have no liability to Grantees or its employees, licensees, guests, invitees, lessees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantees or any such third parties on or about the Easement Area, and by its acceptance hereof, Grantees hereby agrees to indemnify, defend and hold harmless Grantor from and against any claim, demand, loss, cost, damage, expense, liability, cause of action, judgment or attorneys' fees asserted against or incurred by Grantor, its successors and assigns as the owner of the Easement Area, arising out of or in connection with the use of the Easement Area by Grantees or such third parties.

(f) Grantees are expressly prohibited from constructing any improvements within the Easement Area.

3. This Grant of Easement shall inure to the benefit of and be binding upon Grantees and its successors and assigns.

4. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

(SIGNATURES SET FORTH ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Mary Veronica Hornsby
 (Print Name)
 Daniel Caldwell
 (Print Name)

**ST. JOE TIMBERLAND COMPANY OF
DELAWARE, LLC,**
a Delaware limited liability company

By: 
Clay Smallwood, President of Timberland and
Land Sales

Print Name _____
Date 12/8/08

STATE OF FLORIDA
COUNTY OF Gulf

The foregoing instrument was acknowledged before me this 12th day of December, 2008, by Clay Smallwood, President of Timberland and Land Sales of The St. Joe Company, a Florida corporation. He is personally known to me.

Jamie M. Tankersley
Notary Public, State of Florida at Large



Signed, sealed and delivered
in the presence of:

Amanda Addison
(Print Name)

Lynn Lanier
(Print Name)



STATE OF FLORIDA
COUNTY OF Gulf

GULF COUNTY,
a Florida municipality

Billy E. Taylor
Signature

Billy E. Taylor
Print Name

12/16/08
Date

The foregoing instrument was acknowledged before me this 16th day of December,
2008, by Amanda Addison and Lynn Lanier. They are personally
known to me.

Ladonna Shay Price
Notary Public, State of Florida at Large

