

over all such maintenance and repairs. Such maintenance and upkeep obligations of NSHE shall be limited, however, to the performance of those actions which NSHE, in its sole discretion, deems necessary to preserve and maintain the roadway. In the event that, subsequent to the date hereof, Treasure Coast (or any of its successors or assigns) begins to use the Easement Area, Treasure Coast, its successors and assigns, shall reimburse NSHE for fifty percent (50%) of the total reasonable maintenance costs incurred by NSHE in the performance of such obligations from that time forward. Treasure Coast's reimbursement of such reasonable maintenance and upkeep costs shall be made within thirty (30) days after delivery of written invoice from NSHE setting forth with particularity the total costs of labor and materials incurred by NSHE in the maintenance of the roadway.

In the event Treasure Coast, its successors or assigns, shall fail to timely pay the reimbursement of maintenance upkeep costs as provided herein, Treasure Coast's rights and privileges arising under the Easement granted herein, including the right to access and use of the Easement Area, shall be suspended until such time as Treasure Coast delivers payment of its reimbursement amount to NSHE.

2. Security Gates. NSHE and its successors and assigns, shall have the right and privilege, at such party's sole cost and expense, to construct, erect, place, install, operate, and maintain security gates located on and along those portions of the Benefited Land, described in Exhibits "C" and "D" adjacent to and abutting the Easement Area respectively to police ingress and egress to and from the Benefited Land over the Easement Area as applicable and to prevent public use of the Easement Area.

3. Grantor's Reservation. The Easement granted hereby is and shall be non-exclusive, and grantors hereby reserve for themselves and their successors and assigns, the right to use and cross under, over, along and across the Easement Area.

4. Limited Conveyance. It is expressly understood and agreed that this instrument constitutes a non-exclusive easement only in and to the Easement Area as provided herein and that nothing contained herein shall be construed as to create a conveyance of fee title to the Easement Area or the Benefited Land or any portion thereof to each grantee.

5. Term of Easement. The term of the Easement granted herein shall be perpetual unless terminated by a recorded termination agreement signed by all then-existing record title owners of the Benefited Land.

6. Covenants Running With Land. The Easement and rights of each grantee hereunder, and all of the terms, provisions, and obligations contained herein relating to such Easement, shall be covenants running the land and burdening title to the Easement Area, and each portion thereof, and shall be covenants running with, appurtenant and benefiting the fee title of the Benefited Land, and each portion thereof.

7. No Dedication. Nothing herein contained shall be deemed to be a gift of dedication of any portion of the Easement Area to or for the use of the general public or for any

public purpose, it being the intention of the parties hereto that this Easement shall be strictly limited to and for the purposes herein expressed.

8. Relationship of Parties. Neither anything contained in this grant of Easement nor any prior act of NSHE or Treasure Coast shall be deemed or construed by them or by any other party to create a relationship of principle and agent, partnership, joint venture, or any association by or among NSHE and Treasure Coast.

9. Notice. All notices and demands to be given or served hereunder shall be made in writing and shall be given or served by hand delivery or by depositing such notice in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, at the following addresses:

If to Treasure Coast at:

Treasure Coast Realty Investments, Ltd.
411 N. US #1
Fort Pierce, Florida 34950
Attn: Hoyt C. Murphy, Jr.

If to NSHE at:

NSHE Hardinsburg, LLC,
C/O Karen A. Church
Investment Property Exchange Services Inc.
2390 East Camelback Road
Phoenix, AZ 85016

Or to such other address as either party may designate to the other in writing from time to time. The day upon which such notice is delivered or is mailed shall be treated as the date of service.

10. Partial Invalidity. If any term or provision of this Cross Use Easement, or the application thereof, to any person or circumstance shall, to any extent, be deemed by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Cross Use Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Cross Use Easement shall be valid and be enforced to the fullest extent permitted by law.

11. Timeliness of Performance. Notwithstanding anything contained herein to the contrary, time is of the essence in the performance of each party's obligations under this Cross Use Easement.

12. Non-Waiver. Notwithstanding anything contained herein to the contrary, failure on the part of NSHE or Treasure Coast to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by NSHE or Treasure Coast of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by NSHE or Treasure Coast shall be construed as a waiver of any of the other provisions hereof and that waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by NSHE or Treasure Coast to or of any action by the other party requiring NSHE's or Treasure Coast's respective consent or approval shall not be deemed to waive or render unnecessary NSHE's or Treasure Coast's consent or approval to or of any subsequent similar act by such requesting party.

13. Breach by Party. In the event NSHE or Treasure Coast fails or refuses to honor or perform any of its respective covenants or obligations provided herein including, without limitation, those covenants and obligations set forth in Paragraph 1 above, NSHE and Treasure Coast shall each be entitled to enforce specific performance thereof and such other relief, at law or equity, to which NSHE or Treasure Coast, as applicable, may show itself to be justly entitled.

It is further understood that NSHE shall design and construct, at NSHE's sole expense, a hard surfaced roadway, the center line of which shall be the center line of the combined easements herein, for the entire length of the easement within twenty-four (24) months of the date hereof. NSHE shall be solely responsible for the maintenance of said roadway until Treasure Coast, its successors or assigns, or any other owner of all or part of Tract C begins using any portion of the Easement or the property of Treasure Coast described as Tract C, at which time NSHE, its successors and/or assigns, and Treasure Coast, its successors and/or assigns, shall split equally all maintenance costs for the roadway thereafter.

It is further understood that neither party, nor their licensees, agents, successors or assigns, assume any liability or responsibility to any other parties, their licensees, agents, successors or assigns, or to any person using the cross easement with or without invitation, whether expressed or implied, or by reason of any business conducted with the other party, its licensees, agents, successors or assigns or otherwise; provided however, that each party shall remain responsible for an equal share of the cost of maintaining the roadway after such time as Treasure Coast becomes liable for one-half thereof under the terms hereof.

COPY

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
 Witness J. STEPHEN TIERNEY

[Signature]
 Witness Sean A. Windle

TREASURE COAST REALTY INVESTORS, LTD.

BY: [Signature]
 Name: Hoyt C. Murphy Jr.
 Title: General Partner

[Signature]
 Witness Ferris Weaver

[Signature]
 Witness Bonnie L. Jackson

NSHE HARDINSBURG, LLC
 By: National Safe Harbor Exchanges, a California Corporation
 Its: Side member

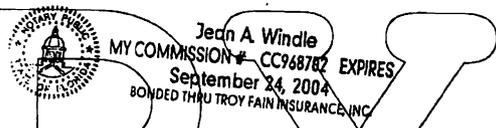
BY: [Signature]
 Name: Dana R. Sobrado
 Title: Assistant Vice President

STATE OF Florida §
 COUNTY OF St. Lucie §

The foregoing instrument was acknowledged before me this 21st day of April, 2004 by Hoyt C. Murphy Jr., General Partner of TREASURE COAST REALTY INVESTORS, LTD., a Florida limited partnership, who is personally known to me or has produced _____ as identification and did not take an oath.

[Signature]
 Notary Public

STATE OF Arizona §
 COUNTY OF Maricopa §



The foregoing instrument was acknowledged before me this 22nd day of April, 2004 by Dana R. Sobrado, Assistant Vice President of National Safe Harbor Exchanges, side member of NSHE Hardinsburg, LLC, an Arizona limited liability company, who is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public State of Arizona
 Maricopa County
 Shannon McGimsey
 Expires April 30, 2005

[Signature]
 Notary Public

OR BOOK 1954 PAGE 1054

LEGAL DESCRIPTION

BUILDER'S FIRST SOURCE ~ ST. LUCIE

INGRESS/EGRESS EASEMENT NO. 2

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE N89°32'37"W FOR 25.00 FEET TO THE WESTERLY RIGHT OF WAY OF KINGS HIGHWAY (S.R. 713); THENCE ALONG SAID WESTERLY RIGHT OF WAY N00°13'52"W FOR 635.92 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT OF WAY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A DELTA ANGLE OF 49°38'01", A RADIUS OF 50.28 FEET, AN ARC LENGTH OF 43.56 FEET AND A CHORD BEARING AND DISTANCE OF N65°11'00"W, 42.21 FEET; THENCE WEST FOR 434.92 FEET; THENCE N00°08'06"W FOR 26.00 FEET; THENCE EAST FOR 473.11 FEET TO THE SAID WESTERLY RIGHT OF WAY OF KINGS HIGHWAY (S.R. 713); THENCE ALONG SAID WESTERLY RIGHT OF WAY S00°13'52"E FOR 43.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.2872 ACRES, MORE OR LESS.

GULFCOAST SURVEY ASSOCIATES, INC. LB 6711

WILLIAM C. WARD
PROFESSIONAL LAND SURVEYOR NO. 4815
STATE OF FLORIDA

DATE

COPY COPY

Exhibit "A"

OR BOOK 1954 PAGE 1055

LEGAL DESCRIPTION

BUILDER'S FIRST SOURCE ~ ST. LUCIE

INGRESS/EGRESS EASEMENT NO. 3

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE N89°32'37"W FOR 25.00 FEET TO THE WESTERLY RIGHT OF WAY OF KINGS HIGHWAY (S.R. 713); THENCE ALONG SAID WESTERLY RIGHT OF WAY N00°13'52"W FOR 679.64 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY WEST FOR 473.11 FEET; THENCE N00°08'06"W FOR 26.00 FEET; THENCE EAST FOR 435.04 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A DELTA ANGLE OF 49°38'01", A RADIUS OF 50.28 FEET, AN ARC LENGTH OF 43.56 FEET AND A CHORD BEARING AND DISTANCE OF N65°11'00"W, 42.21 FEET TO THE SAID WESTERLY RIGHT OF WAY OF KINGS HIGHWAY (S.R. 713); THENCE ALONG SAID WESTERLY RIGHT OF WAY S00°13'52"E FOR 43.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.2872 ACRES, MORE OR LESS.

GULFCOAST SURVEY ASSOCIATES, INC. LB 6711

WILLIAM C. WARD
PROFESSIONAL LAND SURVEYOR NO. 4815
STATE OF FLORIDA

DATE _____

COPY COPY
Exhibit "B"
COPY COPY