

E. Grantor is willing to grant additional easements on and over the Lots for purposes of allowing the construction and maintenance of a fence upon the Lots, as proposed by Centex, upon certain terms and conditions.

F. The parties hereto desire to enter into this Easement Agreement for purposes of providing for the construction, maintenance, repair, reconstruction, and removal of such fence.

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

1. **Grant of Easement.** Subject to the terms and conditions hereof, Grantor, for itself, its successors and assigns, and all subsequent owners of the Lots, hereby grants to Centex, and to the Neighborhood Association and the Neighborhood Association's successors and assigns, the following perpetual, nonexclusive easements over and across each of the Lots:

- (a) A perpetual, nonexclusive easement over, under, and across the westerly three feet of each of the Lots (the "Fence Easement Area") for purposes of allowing (i) Centex to construct, keep, maintain, repair, reconstruct, and/or remove a fence in the Fence Easement Area, and (ii) the Neighborhood Association to keep, maintain, repair, reconstruct, and/or remove such fence from the Fence Easement Area, after such fence has been constructed by Centex; and
- (b) A perpetual, nonexclusive easement over and across the Drainage Easements, for purposes of allowing Centex and the Neighborhood Association access to the Fence Easement Area to perform their respective rights and obligations described in Paragraph 1(a) above.

The easements created hereby shall continue in effect notwithstanding the termination or modification of the Drainage Easements.

2. **Rights of Master Association.** Notwithstanding anything herein to the contrary, the easements created hereunder and the terms of this Agreement are subject to the rights of the Master Association, its successors and assigns, under the Plat and under the Declaration of Protective Covenants and Restrictions for Fountain Lakes dated August 11, 1987, and recorded in Official Record Book 1938 at Page 4601, Public Records of Lee County, Florida, as amended.

3. Initial Construction Obligations. Centex shall not construct any fence in the Fence Easement Area unless and until Grantor has first approved in writing the plans and specifications for such fence. If Centex elects to construct a fence on any portion of the Fence Easement Area as permitted hereunder, then Centex shall, at Centex's sole cost and expense:

- (a) Construct the fence in a good and workmanlike manner, according to the plans and specifications approved by Grantor, including, but not limited to, the exact location approved by Grantor;
- (b) Construct the entire fence along the entire west line of the Plat, at the same time; and
- (c) Proceed diligently to complete the construction of the entire fence, after commencement of such construction.

4. Maintenance and Repair Obligations. After the initial construction of the fence by Centex pursuant to the terms of Paragraph 3 hereof, the fence shall thereafter be maintained, repaired, and/or reconstructed, to keep such fence in good order, condition, and repair, as follows:

- (a) Until Turnover (hereinafter defined), Centex shall, at Centex's sole cost and expense, perform such maintenance, repairs, and reconstruction.
- (b) After Turnover, the Neighborhood Association agrees to and shall perform such maintenance, repairs, and reconstruction, at the sole cost and expense of the Neighborhood Association. Notwithstanding the foregoing, after Turnover, the Neighborhood Association shall have the right to remove the fence, at the Neighborhood Association's sole cost and expense; provided, however, that (i) the Neighborhood Association shall first obtain the prior written consent of the fee title owners of each of the Lots, and the respective mortgagees, if any, of each of the Lots, and (ii) if Grantor still then owns any of the Lots, then the Neighborhood Association shall not remove the fence without first obtaining Grantor's prior written consent. If the Neighborhood Association removes the fence pursuant to this provision, then the Neighborhood Association shall promptly restore any damage to the Lots that is caused by such removal.

For purposes of this Agreement, "Turnover" shall occur at such time as Grantor executes and records in the Public Records of Lee County, Florida, a written Supplement to Easement Agreement,

whereby Grantor states that Centex's maintenance and repair obligations have been turned over to the Neighborhood Association. Upon the recording of such Supplement to Easement Agreement, and the assumption pursuant to this Agreement of the maintenance and repair obligations by the Neighborhood Association, Centex shall have no further maintenance or repair obligations with respect to the fence, but Centex shall remain liable for its indemnification obligations under Paragraph 5 hereof.

5. Indemnity.

- (a) Centex shall indemnify, defend, and hold Grantor harmless from and against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising out of or related to (i) the exercise or performance by Centex of any of Centex's rights and obligations under this Agreement, and (ii) Centex's failure to construct a fence (if any) under this Agreement, in a good and workmanlike manner.
- (b) The Neighborhood Association shall indemnify, defend, and hold Grantor harmless from and against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to the Neighborhood Association's exercise or performance of any of the Neighborhood Association's rights and obligations under this Agreement.

6. Insurance. Centex and the Neighborhood Association shall each procure and maintain a policy or policies of liability insurance, at their own respective cost and expense, insuring Grantor from all claims, demands, or actions for injuries, death, or damage to property sustained by one or more persons as a result of any one occurrence in the amount of \$1,000,000 made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with their respective entry upon one or more of the Lots and/or their respective construction, repair, maintenance, reconstruction, and/or removal of any fence upon the Lots under this Agreement. Such insurance shall not be subject to cancellation except after at least 10 days' prior written notice to Grantor, and the policy or policies, or a duly executed certificate or certificates for the same, shall be deposited with Grantor before Centex or the Neighborhood Association, as applicable, first enters the Lots and at least 10 days before the expiration of any such policy. Centex agrees to provide the foregoing insurance before Centex first enters upon the Lots pursuant to this Agreement, and shall keep such insurance in force until Turnover. The Neighborhood Association shall provide such insurance before the Neighborhood Association first enters upon the Lots pursuant to this Agreement,

and shall keep such insurance in force until Grantor no longer owns any of the Lots.

7. **Default.** Notwithstanding anything in this Agreement to the contrary, if Centex and/or the Neighborhood Association default in the performance of any of their obligations under this Agreement, then Grantor shall have the right (but not the obligation), after at least 15 days' prior written notice to the defaulting party, to cure any such defaults, and all reasonable costs incurred by Grantor in curing such default, shall be paid by the defaulting party to Grantor within 10 days after written demand from Grantor. All sums which the defaulting party may owe Grantor under this Agreement shall bear interest from the date due until paid at the rate of twelve percent (12%) per year. If Grantor incurs any attorneys' fees or other legal expenses in connection with the enforcement of this Agreement, then the defaulting party shall also be liable to Grantor for the reasonable amount of such fees and expenses.

8. **Assignment.** No party hereto may assign its rights under this Agreement to any other person, except that (i) Grantor shall have the right to assign its interest hereunder to any person which then owns three or more of the Lots, and (ii) the Neighborhood Association shall have the right to assign its interest hereunder to any successor homeowner's association for Forest Ridge Shores. In the event of any such assignment by Grantor, Grantor shall retain the rights to indemnification set forth in Paragraph 5 hereof.

9. **Termination of Rights and Obligations.** Grantor may terminate this Agreement by recording a written Notice of Termination in the Public Records of Lee County, Florida, if Centex has not commenced construction of the fence in the Fence Easement Area by December 31, 2000. Grantor's rights under this Agreement shall automatically terminate at such time as Grantor no longer owns any of the Lots, except that Grantor's rights to indemnification under Paragraph 5 hereof shall specifically survive such termination.

10. **Binding Effect.** This Agreement constitutes the full and final agreement of the parties hereto with respect to the subject matter hereof, and may not be amended except by written instrument duly executed by all parties hereto. The terms of this Agreement shall bind and benefit the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed and delivered in the presence of:

Janet E. Waltz
1st Witness

JANET E. WALTZ
Printed Name

Wendy A. McLaughlin
2nd Witness

WENDY A. McLAUGHLIN
Printed Name

Signed and delivered in the presence of:

Michelle M. Morgan
1st Witness

Michelle M. Morgan
Printed Name

Sharon L. Flear
2nd Witness

Sharon L. Flear
Printed Name

Signed and delivered in the presence of:

Michelle M. Morgan
1st Witness

Michelle M. Morgan
Printed Name

Sharon L. Flear
2nd Witness

Sharon L. Flear
Printed Name

CENTEX HOMES, a Nevada partnership

By: [Signature]

Its: Division President

FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC., a nonprofit Florida corporation

By: [Signature]

Its: Pres

KRAUS-ANDERSON, INCORPORATED, a Minnesota corporation

By: [Signature]

Its: ex Vice Pres

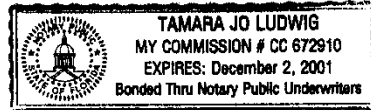
[Notary Acknowledgments Follow]

STATE OF Florida)
) ss.
COUNTY OF Collier)

BEFORE ME, the undersigned authority, personally appeared Tim Ruemler, the President of **CENTEX HOMES**, a Nevada partnership, to me known to be the person described in and who executed the foregoing instrument on behalf of said partnership.

WITNESS my hand and official seal this 14 day of December, 1999.

Tamara J. Ludwig
Notary Public

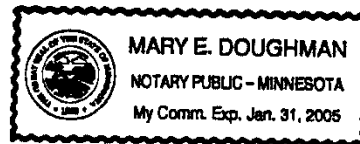


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

BEFORE ME, the undersigned authority, personally appeared Daniel W. Engelsma, the President of **FOREST RIDGE SHORES AT FOUNTAIN LAKES NEIGHBORHOOD ASSOCIATION, INC.**, a nonprofit Florida corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said nonprofit corporation.

WITNESS my hand and official seal this 7th day of February, 2000.

Mary E. Doughman
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

BEFORE ME, the undersigned authority, personally appeared Daniel W. Engelsma, the Executive Vice President of **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal this 7th day of February, 2000.

Mary E. Doughman
Notary Public

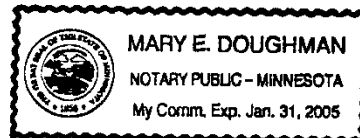


EXHIBIT A

Legal Description

Lots 1 and 2, and Lots 4 through 15, inclusive, Forest Ridge Shores, a subdivision according to the plat thereof, as recorded in Plat Book 64, Pages 83 through 87, inclusive, of the Public records of Lee County, Florida.