FOR AND IN CONSIDERATION of the sum of Five Dollars ($5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to One Dollar ($1.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, the undersigned, REXALL DRUG COMPANY, a corporation, by __________, who declared that he is the __________ President, and that he appears and acts herein and on behalf of said corporation, being duly authorized hereeto under and by virtue of a resolution of the Board of Directors, said appearer, acting in his capacity aforesaid, declared that Grantor does by these presents hereby grant and convey unto HOUSTON TEXAS GAS AND OIL CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove pipelines, as shown on grantee's drawing, hereto attached and made a part hereof, and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants it is the owner in fee simple, situated in Osceola and Orange Counties, State of Florida, to-wit:

ALL that portion of Lots 9, 24 and 25 of R. C. Sligh's Subdivision of the North half (N\(^1\)) and the Re-Subdivision of Boyce's Subdivision of the North half (N\(^1\)) of the Southeast Quarter (SE\(^1\)) of Section 2, Township 25 South, Range 29 East, according to official plat of said Subdivision filed and recorded among the public records of Osceola County, Florida, that are situated West of the Atlantic Coast Line Railroad Company,

ALSO: The North half (N\(^1\)) of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, and the South 1800 feet Section 31, Township 24 South, Range 29 East, Orange County, Florida.
The routes of said pipelines shall be strictly in accordance with said attached drawing. The width of said rights-of-way shall be 75 feet throughout during the construction of said pipelines, except at major highway crossings where extra working space may be used; and after the construction of said pipelines the rights-of-way shall revert to 30 feet in width as a permanent easement.

Grantee agrees to bury said pipelines in such a manner as not to interfere with the planned extension of grantor's lagoon. A profile of the excavation for such planned extension of grantor's lagoon is attached hereto and made a part hereof being that plan prepared by Johnston's Engineers & Surveyors, Kissimmee, Florida, dated November 28, 1958, and headed "Profile of Existing Ground and Proposed Cuts for Lagoon Across Propose Natural Gas Pipe Line Across Tupper Lands."

TO HAVE AND TO HOLD said rights-of-way and easements unto said Grantee, its successors and assigns forever.

It is agreed that the pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted rights-of-way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted rights-of-way that will interfere with the normal operation and maintenance of the said lines.

Grantee shall dispose of trees and timber not needed for construction of the pipelines by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right-of-way, and
all brush, trimmings, and stumps removed from the ditch lines shall be burned or disposed of in a manner acceptable to the Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights, may be further assigned in connection with the enforcement of any such deed of trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is expressly understood and agreed by and between the parties hereto that should Grantee, its successors and assigns, discontinue the use of and/or abandon the pipelines which are the subject of this easement grant for a period of one year, title to the real property hereinabove described and possession of same shall immediately thereafter revert to Grantor, its successors and assigns, in fee simple.
The terms and conditions hereof shall be binding upon and inure to the benefit of the successors, trustees and assigns of the parties hereto.

WITNESS the signature and seal of Grantor, by its proper officers, this 12th day of December, 1958.

REXALL DRUG COMPANY

By

President

STATE OF CALIFORNIA
COUNTY OF Los Angeles, ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared R. F. Hallott and Ben W. Verrier, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Vice Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of December, 1958.

Notary Public, State of California.
My commission expires: 3-30-60