DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION doing business as PROGRESS ENERGY FLORIDA, INC., a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such easements as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or anyone else, said easements being located in the following described "Easement Area" within GRANTOR’S premises in Osceola County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of Grantee’s facilities to be installed at mutually agreed upon locations over, across and through the following described property to accommodate present and future development.

See Exhibit “A” attached hereto and by this reference made a part hereof.

This easement will be replaced with a Descriptive Easement 5.0 feet on either side of all facilities installed by GRANTEE, as will be shown on a certified surveyed description of the land to be provided by GRANTOR within sixty (60) days after the installation of facilities by GRANTEE. If the description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.

Tax Parcel Number: 03-25-29-4575-0001-0010

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE’s safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE’s safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE’s facilities and provide a working space of not less than six feet (6’) on the opening side and one foot (1’) on the other three sides of any pad mounted transformer. If GRANTOR’s future orderly development of the premises is in physical conflict with GRANTEE’s facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTEE, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR’s premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

This document prepared by Marva Taylor
Return to Progress Energy Florida, Inc.
Attorney Services Center
3400 Exchange Place, Suite 200
Naples, Florida 34109

Progress Energy Florida
Real Estate Document Center
3400 Exchange Place, Suite 200
Naples, Florida 34109

Mary Louise

Cfn#2007154020
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GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 20th day of December 2005.

ATTEST:

Thomas R. Rood
Secretary

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MARTIN L. SEGURO
Signature of First Witness

MARGARITA GARDIN
Signature of Second Witness

Printed or Type Name of First Witness

Nereida Montalvo
Printed or Type Name of Second Witness

State of Florida

County of Osceola

The foregoing Easement was acknowledged before me this 20th day of December 2005 by John A. Doninger and Thomas R. Rood, respectively, as President and its Secretary, respectively of Dart Industries Inc., a Delaware (state) Corporation, on behalf of the Corporation who are personally known to me or who have produced identification and who did not make an oath.

CORPORATE SEAL

NOTARY SEAL

Nereida Montalvo
Notary Public
My Commission Expires: 12/26/07

DART INDUSTRIES INC.

Name of Corporation

John A. Doninger
Vice President

Printed or Type Name

Grantor(s) mailing address:

1901 S. Orange Blossom Trail
Orlando, FL 32839

Printed or Type Name
Full Legal Description

Parcel ID 032529457500010010
Owner Name DART INDUSTRIES INC
Owner Address % RICH LISEC TAX DEPT
14901 S ORANGE BLOSSOM TRAIL
ORLANDO, FL 32837--6600

OSCEOLA CORPORATE CENTER PB 6 PG 147-149 LOT 1 & LESS COM AT SW COR LOT 1, N 639.32 FT, E 45.71 FT TO E R/W HWY 441 & POB; N 105.40 FT, W 13.93 FT, N 29.60 FT, E 337.69 FT, N 286.46 FT, E 248.48 FT, S 58 DEG E 191.37 FT, S 78 DEG E 433.88 FT, S 67 DEG E 182.95 FT, S 2 DEG E 193.37 FT TO S/L LOT 1, S 61 DEG W 62.15 FT, S 37 DEG W 503.49 FT, S 50 DEG W 179.22 FT TO N/L WETLAND #31A, S 72 DEG W 27.45 FT, S 26 DEG W 24.93 FT TO S/L LOT 1, S 50 DEG W 41.13 FT TO N/L WETLAND #31A, W 316.46 FT, S 83 DEG W 23.29 FT TO S/L LOT 1, W 118.93 FT, N 635.44 FT, W 305.90 FT TO POB & LESS COM AT NE COR OF NW 1/4, W 1,283.67 FT TO ELY R/W OBT, S 6 DEG E 20.01 FT TO S/L TRACT B, TO POB; CONT S 6 DEG E 103.74 FT TO POC, CONC WLY, RAD 11,509.19 FT (CH BEARING S 3 DEG E) CENT ANG 6 DEG SLY ALONG CURVE 1,397.74 FT, S 1,440.42 FT TO S/L LOT 1, E 45.71 FT, N 744.22 FT, W 13.93 FT, N 695.70 FT TO POC, CONC WLY, RAD 11,540.96 FT (CH BEARING N 1 DEG W) CENT ANG 2 DEG, NLY ALONG CURVE 498.84 FT, N 87 DEG E 15.59 FT TO POC, CONC WLY, RAD 11,556.55 FT (CH BEARING N 3 DEG W) CENT ANG 2 DEG, NLY ALONG CURVE 525.57 FT, S 85 DEG W 13.42 FT, TO POC, CONC WLY, RAD 11,543.13 FT (CH BEARING N 5 DEG W) CENT ANG 1 DEG, NLY ALONG CURVE 377.97 FT, N 6 DEG W 99.56 FT TO S/L OF TRACT B, W 34.20 FT TO POB

Osceola County Property Appraiser
P.O Box 422366
350 North Beaumont Avenue
Kissimmee, Florida 34742 (407) 343-3700

http://ira.property-appraiser.org/legals.asp?property_id=34081

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12/19/2005

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