EASEMENT
(WATER, SEWER AND RECLAIMED WATER - BATT'S STREET)

THIS INDENTURE made and entered into this 10th day of February, 2010, by and between parties of the first part, DEERFIELD LAND CORPORATION, a Delaware corporation, (hereinafter "Grantor") whose address is 4901 South Orange Blossom Trail, Orlando, Florida 32837, and TOHOPEKALIGA WATER AUTHORITY, an independent "Special District" created pursuant to Chapter 189, laws of the State of Florida, party of the second part, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and/or assigns (hereinafter the "Authority" or "Grantee").

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar, receipt whereof is hereby acknowledged, and the benefits they may derive therefrom and other good and valuable considerations, Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive utility easement (the "Easement") over and across the following described property located in Osceola County, Florida, which is the private road right of way for Batts Street to-wit, (the "Utility Easement Area"):

LEGAL DESCRIPTION

See Exhibit A attached hereto and incorporated by reference

Such Easement is to be used for utility purposes, over, under and across the Utility Easement Area for the purpose of maintaining and keeping in repair piping and related facilities for potable water, reclaimed water and sewer utility service, including without limitation the right of ingress and egress thereto, in such manner as Grantee may deem advisable in its reasonable discretion; provided, however, the Grantor hereby retains, reserves and shall continue to enjoy and exercise any and all rights of use of the surface of the Utility Easement Area for vehicular use as a private road and for any and all other purposes which do not interfere with Grantee's use of the subject easement granted hereunder. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Utility Easement Area (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted. The reservation includes, but is not limited to, the right of vehicular and pedestrian ingress and egress over and across the Utility Easement Area; provided, however, such right does not unreasonably interfere with Grantee's permitted use of the Utility Easement Area to repair or replace any of the facilities permitted pursuant to the terms hereof and as shall be reasonably necessary in order to maintain continued water, reclaimed water, and sewer utility services to the Grantor. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

ORL 297,582,701v2 006118.020400
(a) landscape; construct fences; provide for drainage; construct driveways and fencing abutting the Utility Easement Area and install utility lines, equipment and cables upon, above or under the Utility Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted; and

(b) plat, replat or dedicate the Utility Easement Area to the public, subject to this Easement.

Notwithstanding the foregoing, no rights reserved by Grantor herein shall materially or adversely affect Grantee's permitted use of the Utility Easement Area in cases of emergency, natural disaster, or other circumstances affecting the public health, safety or welfare. The Utility Easement Area is further described as shown on that certain sketch attached hereto as Exhibit "B" and incorporated by reference.

Grantor shall not alter the ground elevation more than one (1) foot without prior written approval from the Grantee, which shall not be unreasonably withheld.

Grantor shall not place any permanent structures upon the surface of the Utility Easement Area;

Grantor shall not place any obstacles which prohibit the Grantee from repairing, replacing or maintaining the utility service; except Grantor may construct, install, maintain, repair and replace any landscaping and irrigation improvements that may be located in any median in the private roadway constructed on the surface of the Utility Easement Area. Grantee shall restore the property to its original condition or better after construction and after any repairs.

Parcel Tax Identification Number:

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the date first above written.

Signed, sealed and delivered in the presence of:
(Signature of TWO witnesses required by Florida Law)

[Signature]

"GRANTOR"

DEERFIELD LAND CORPORATION, a Delaware corporation

By: [Signature]

Name: THOMAS M. ROEHLK

Its: VICE PRESIDENT & SECRETARY

Witness

[Signature]

Witness

[Signature]

printed or typed name

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing easement instrument was acknowledged before me this 10TH day of February, 2010, by THOMAS M. ROEHLK, as Vice President & Secretary, of DEERFIELD LAND CORPORATION, a Delaware corporation. He is personally known to me or produced ___________________ as identification.

WITNESS my hand and seal this 10TH day of February, 2010

[Signature]

printed or typed name

Document Prepared By:
Tohopekaliga Water Authority 101 North Church Street Kissimmee, FL 34741 407.518.2160 ORL. 297,562,701v1 006118.020400

Notary Public in and for the County and State aforesaid
My Commission Expires: April 19, 2011
EXHIBIT "A"

Legal Description

PARCEL 1:

TRACT "A", BATTS STREET, OSCEOLA CORPORATE CENTER - REPLAT TWENTY, according to the plat thereof as recorded in Plat Book 21, Page 135-137, of the Public Records of Osceola County, Florida.