WHEREAS, the GRANTOR is the owner in fee of a tract of land in the County of ORANGE & OSCCEOLA and State of Florida, described on GRANTEE's Drawing No. 71S16-AE (hereinafter referred to as "drawing") dated 7-9-71; attached hereto, incorporated herein and by this reference made a part hereto; and

A. WHEREAS, GRANTEE is engaged in the business of manufacturing, transmitting and distributing electric energy to the public; and

B. WHEREAS, GRANTEE is constructing buildings to be known as TUPPERWARE UNDERGROUND EXTENSION FOR LIFT STATION AND NORTH BUILDING stated buildings being constructed in part or wholly on that portion of land described on said drawing (said buildings) and land hereinafter referred to as "PREMISES". In connection therewith GRANTOR has requested GRANTEE to provide such facilities as are necessary to extend electric service to said PREMISES; and

D. WHEREAS, GRANTEE will construct, install, operate and maintain all facilities hereinafter referred to as "FACILITIES" necessary to provide electric service to the PREMISES and to the general public. The type, ownership and location of said FACILITIES are shown on said drawing and

E. WHEREAS, GRANTEE is desirous of obtaining an easement covering the location, construction and maintenance of said FACILITIES, all in accordance with existing local codes and the National Electrical Safety Code.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder and all mutual covenants and conditions contained herein, GRANTOR does hereby grant and convey to GRANTEE, for such period of time as it may require the use of the PREMISES or until the use thereof is abandoned by GRANTEE, the right, privilege and easement to (1) locate its FACILITIES on, over, across, through and under said PREMISES within the easement area shown on said drawing; (2) construct, operate, maintain, repair and remove its FACILITIES and (3) attain ingress and egress to and from the PREMISES for the purpose of exercising rights and privileges herein granted.

The Parties hereto agree as follows:

1. GRANTEE shall have the right to operate, inspect, alter, improve, repair, remove and rebuild its FACILITIES together with the rights and privileges necessary and convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize the areas in which the FACILITIES are located in any way or manner which would create a dangerous condition with respect to said FACILITIES or create any interference with the construction, restoration, removal, repair or safe operation and safe maintenance thereof, without written notification to GRANTEE and submission of written plans of such utilization of the easement area and GRANTOR agrees to reimburse GRANTEE for any relocation of the FACILITIES necessitated by GRANTOR's planned utilization of said easement area, and GRANTOR covenants to indemnify and hold GRANTEE harmless from any and all damages, injuries, or loss to persons or property, arising from interference with the FACILITIES by GRANTOR, its agents or employees.

3. Should GRANTEE remove or abandon the use of its FACILITIES, or fail for any reasonable period of time to exercise the right herein granted, then in that event all rights and privileges hereunder shall cease and the easement, privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR covenants that it has the right to convey this easement and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall be to the benefit of and be binding upon the Parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name by its

Vice President, and its official seal to be affixed, attested by its Secretary, the day and year first above mentioned

[Signature]

Attorn: [Signature]
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I HEREBY CERTIFY that on this 24 day of September 1971, before me personally appeared Gary G. Cowan and E. O. Thedens, respectively Vice President and Secretary of DART INDUSTRIES, INC., a corporation of the State of Delaware, to me known to be the persons described in and who executed the foregoing instrument to the FLORIDA POWER CORPORATION and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

(Notarial Seal)

My Commission Expires:

[Seal]

LUZ M. ESTRADA

Notary Public

STATE OF FLORIDA

DEPT. OF REVENUE

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