PIG RECEIVER FACILITIES AND ACCESS EASEMENT

TRACT NO. 18" ST. PETE LATERAL

STATE OF FLORIDA   \( )\ \( )\ \( )\ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ORANGE   \( )\ \( )\ \( )\

THAT the Undersigned, DEERFIELD LAND CORPORATION, a Delaware Corporation, whether one or more, hereafter referred to as "Grantor", being the owners of or having an interest in, that certain tract of land situated in Section 34, Township 24 South, Range 29 East, Orange County, Florida, hereafter referred to as the "Lands", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey to FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation with principal offices at 1331 Lamar Street, Suite 650, Houston, Texas 77010, hereafter referred to as "Grantee", its successors and assigns, the perpetual and exclusive right, privilege and easement to construct, maintain, operate, inspect, repair, replace, change the size of or remove one or more pig receivers and appurtenances thereto, including, but not limited to, markers, regulators, meters, cathodic protection, apparatus, electronic and communications equipment and utilities for use in connection with the receiver facilities, piping and fittings, fencing and pads, hereafter collectively referred to as the "Facilities", for use in connection with the natural gas pipeline system of Grantor, on, under, above, across and through a part and strip of the Lands twenty-five feet (25') in width and eight-five feet (85') in length, being identified as the "Permanent Easement" and depicted on the sketch attached hereto as Exhibit "A-1", hereafter referred to as the "Pig Receiver Facilities Easement," together with the right to utilize portions of the Lands approximately one hundred seven feet (107') in width and one hundred thirty-one feet (131') in length for the purpose of temporary work space during the initial construction and installation of the Facilities as depicted on the sketch attached hereto as Exhibit "A-1", hereafter referred to as the "Temporary Construction Easement", together with the right, privilege and
easement to utilize existing roads and/or construct, maintain and repair a 
permanent access road for the purpose of the movement of personnel, materials 
and equipment in connection with the construction, maintenance, operation, 
inspection, repair, replacement, resizing or removal of the Facilities, being 
identified as the "Permanent Access Easement" and depicted on the sketch 
attached hereto as Exhibit "A-1", hereafter referred to as the "Access Easement".

For the same consideration, Grantor and Grantee further agree to the Facilities, 
the Pig Receiver Facilities Easement, the Temporary Construction Easement and 
the Access Easement that:

1. Grantee shall have the right to use the existing roads located on the Lands 
and adjacent easements owned or held, in whole or part, by Grantee as means 
of ingress to, and egress from, the Pig Receiver Facilities Easement, Temporary 
Construction Easement and Access Easement for the purpose of the movement 
of personnel, materials and equipment in connection with the construction, 
maintenance, operation, inspection, repair, replacement, resizing or removal of 
the Facilities.

2. The Temporary Construction Easement shall expire for construction 
purposes eighteen (18) months from the date of this Pig Receiver Facilities and 
Access Easement, or upon completion of the initial installation and construction of 
the Facilities, whichever occurs first.

3. The consideration paid to Grantor includes the total agreed settlement 
compensation amount for all natural and decorative trees, grasses, shrubbery, 
landscaping, growing crops, fences or other property lying inside the boundaries 
of the Pig Receiver Facilities Easement, the Temporary Construction Easement and/or the Access Easement that will be removed by Grantee from the Pig Receiver Facilities Easement, the Temporary Construction Easement and/or the Access Easement and Grantor does hereby release Grantee from all claims for, 
or arising out of, the removal by Grantee of such natural and decorative trees, 
grasses, shrubbery, landscaping, growing crops, fences or other property. 
Grantee will pay for any damages to the growing crops, grasses, shrubbery, 
landscaping, fences, or other property of Grantor lying outside of the boundaries 
of the Pig Receiver Facilities Easement, the Temporary Construction Easement and/or the Access Easement to the extent caused by Grantee in the construction, 
maintenance, operation, inspection, repair, replacement, resizing or removal of 
the Facilities. It is expressly provided that Grantee shall have the right (without 
liability for damages) from time to time after initial construction of the Facilities to 
reclaw the Pig Receiver Facilities Easement and Access Easement by cutting and 
removing therefrom trees, brush and other obstructions that may, in the 
judgment of Grantee or pursuant to regulatory requirements, interfere with the 
use of the Pig Receiver Facilities Easement, the Access Easement and/or 
Facilities by Grantee.
4. Grantee will restore the surface of all disturbed areas on the Lands, the Pig Receiver Facilities Easement, the Temporary Construction Easement and/or the Access Easement to its original contour, as nearly as practicable and taking into consideration such changes in contour as are necessitated by the installation of the Facilities, the damage to which shall have been occasioned by the construction, maintenance, operation, inspection, repair, replacement, resizing or removal of the Facilities.

5. Grantee shall have the right to erect a fence around the Pig Receiver Facilities Easement and maintenance of the fence shall be sole cost and expense of Grantee.

6. Grantor reserves the right to the use and enjoyment of the Lands except for the purposes herein granted, provided that such use shall not hinder, conflict or interfere with Grantee’s rights hereunder or disturb the Facilities. No reservoir, excavation, obstruction or structure shall be constructed, created or maintained by Grantor on, over or within the Pig Receiver Facilities Easement or Access Easement and Grantor will not increase the grade or contour of the Lands over or near the Facilities that would cause the Pig Receiver Facilities Easement or Access Easement to become a water impoundment or retention area.

7. Grantor has conveyed the Pig Receiver Facilities Easement and Access Easement to Grantee with all rights necessary to operate, protect and maintain the Facilities. Grantee may assign the rights and easements herein granted, in whole or in part, subject to terms of this Agreement. Such rights and easements shall be covenants running with the Lands, and shall be binding upon Grantor and the heirs, executors, personal representatives, successors and assigns of Grantor and upon Grantee and the successors and assigns of Grantee.

8. Grantee may at any time permanently abandon the Pig Receiver Facilities Easement and/or Access Easement and upon such abandonment, Grantee will remove the Facilities and restore the Pig Receiver Facilities Easement and/or Access Easement to its original condition, as near as is reasonably practicable. Grantee will thereafter execute and record a reconveyance and release of the rights granted by this Pig Receiver Facilities Easement and/or Access Easement, whereupon this agreement and all rights and privileges be fully cancelled and terminated. Any assignment of Grantee’s interests acquired herein shall not constitute an abandonment.

9. Grantor does hereby fully warrant the title to the Pig Receiver Facilities Easement, the Temporary Construction Easement and Access Easement and will defend the same against the lawful claims and demands of all persons whomsoever, including, without limitation, tenants on the Lands, whether identified or not. Grantor shall receive payment hereunder in such proportion as the interest of Grantor bears to the full fee simple title.
10. This instrument may be executed in any number of counterparts, all of
which together shall constitute a single instrument.

11. Grantee shall indemnify and save Grantor harmless from and against all
claims, demands, actions or suits in law or in equity (including reasonable costs
and expenses incident thereto) for or on account of injury, damage or loss to the
person or property of others, including Grantor, to the extent caused by the
negligence of Grantee while constructing, maintaining, operating, inspecting,
repairing, replacing, resizing or removing the Facilities or to the extent that may
otherwise be caused by the negligence Grantee in the exercise of the rights
herein granted.

12. Exhibit "A-1" depicts the boundaries of the Pig Receiver Facilities
Easement, the Temporary Construction Easement and Access Easement. Exhibit "A-1" is attached hereto and made a part hereof for all purposes.

13. This instrument covers all of the agreements between the parties with
respect to the Pig Receiver Facilities Easement, the Temporary Construction
Easement and Access Easement and no representations or statements, verbal
or written, have been made, modifying, adding to or changing the terms of this
agreement.

EXECUTED THIS 25th day of February, 2005.

WITNESSES:

[Signature]
Name: Roy E. MacLachlan
Address: 14901 S. Orange Blossom
Orlando Fl.

[Signature]
Name: William Dabney
Address: 260 Crooked Tree Tr
Deland, Fl 32724

GRANTOR:
DEERFIELD LAND CORPORATION

By: [Signature]
Name: Thomas M. Steele
Title: Vice President & Secretary
Address: 14901 S. Orange Blossom
Orlando Fl.
WITNESSES:  

Name: 
Address: 

Name: 
Address: 

Name: 
Address: 

GRANTOR: 
DEERFIELD LAND CORPORATION  

By: 
Name: 
Title: 
Address: 

ACKNOWLEDGEMENT  

STATE OF FLORIDA )
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 25th day of February, 2005, by Thomas M. Roehl, Vice President/Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification.

Susan R. Cauernes  
Notary Public  
Name (Printed): Susan R. Cauernes  
Address: 14901 S Orange Blossom Trl  
Orlando, FL 32837  

My Commission Expires: April 19, 2007
ACKNOWLEDGEMENT

STATE OF ____________________
COUNTY OF ____________________

The foregoing instrument was acknowledged before me this ___ day of ________, 2005, by ____________________ of DEERFIELD LAND CORPORATION a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced ____________________ (type of identification) as identification.

________________________________________
Notary Public

Name (Printed): ____________________
Address: ____________________

My Commission Expires:
WEST BOUNDARY OF THE SW 1/4
OF SEC. 34, TWP. 24 S, RNG. 29 E

EXHIBIT A-1
1 OF 2

ORANGE COUNTY
SECTION 34, TWP.

TRACT FL-KJ-ORAN-1-X
DEERFIELD LAND CORPORATION
O.R. 4044, PG. 2384

REGIONAL WETLAND 17C
O.R. 5938, PG. 3526

25' WIDE BUFFER
NOT SHOWN

WETLAND LINE

SEE DETAIL
SHEET 2 OF 2

PORTION OF MITICIA
AREAS 1, 6 & 5
O.R. 5938, PG. 36

40' WIDE EASEMENT
O.R. 1301, PG
OSCEOLA COUNTY RI

PORTION OF REGIONAL WETLAND 17B
O.R. 5938, PG. 3483

P.O.C.
SW CORNER OF THE SW 1/4
OF SEC. 34, TWP. 24 S, RNG. 29 E

SOUTH BOUNDARY OF THE SW 1/4
OF SEC. 34, TWP. 24 S, RNG. 29 E

LEGEND

@ = BASELINE
C = CENTERLINE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
F.G.T. = FLORIDA GAS TRANSMISSION COMPANY
O.R. = OFFICIAL RECORDS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
R/W = RIGHT OF WAY
N.T.S. = NOT TO SCALE
= PERMANENT EASEMENT
= TEMPORARY CONSTRUCTION EASEMENT

SAM J. COOPER III
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4900
NOT VALID WITHOUT SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Sheet 1
DESCRIPTION

PERMANENT EASEMENT

A PARCEL OF LAND LYING IN AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N 02°13'38" W, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 332.87 FEET TO THE SOUTHERLY SIDELINE OF A 30 FOOT WIDE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 486, PAGE 439, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 66°10'44" E, ALONG SAID SIDELINE, 73.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 66°10'44" E, ALONG SAID SIDELINE, 85.00 FEET; THENCE N 23°49'16" W 25.00 FEET; THENCE S 66°10'44" W 85.00 FEET; THENCE S 23°49'16" E 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRE (2,125 SQUARE FEET), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

BEING AN ADDITIONAL PARCEL DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N 02°13'38" W, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 275.48 FEET; THENCE N 67°19'45" E 58.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 67°19'45" E 129.97 FEET; THENCE N 22°40'15" W 106.11 FEET; THENCE S 60°32'17" W 130.88 FEET; THENCE S 22°40'15" E 90.84 FEET TO THE POINT OF BEGINNING, LESS THE PREVIOUSLY DESCRIBED PERMANENT EASEMENT.

CONTAINING 0.24 ACRE (10,660 SQUARE FEET) NET, MORE OR LESS.

PERMANENT ACCESS EASEMENT

A 12 FOOT WIDE STRIP OF LAND LYING IN AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N 02°13'38" W, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 330.33 FEET; THENCE N 66°48'27" E 73.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 66°48'27" E 315.97 FEET; THENCE N 79°48'27" E 86.16 FEET; THENCE N 66°48'27" E 53.56 FEET TO THE TERMINUS OF CENTERLINE. THE SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS.

CONTAINING 0.13 ACRE (5,468 SQUARE FEET), MORE OR LESS.

NOTES:

1. Bearings shown herein are based on the south boundary of the sw 1/4 of section 34, township 24 south, range 29 east, having a bearing of S 89°54'21" E.
2. This is not a boundary survey; it is a sketch of description.

PREPARED BY

UNIVERSAL ENSCO, INC.

4848 LOOP CENTRAL DRIVE - HOUSTON, TEXAS 77080
PHONE: (713) 977-7770
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6160

SKETCH OF DESCRIPTION OF EASEMENTS CROSSING THE PROPERTY OF DEERFIELD LAND CORPORATION ORANGE COUNTY, FLORIDA

FL-OR-001.000
REGIONAL WETLAND 17C
O.R. 5938, PG. 3526

PERMANENT EASEMENT

P.O.B. 12' WIDE ACCESS EASEMENT

P.O.B. TEMPORARY CONSTRUCTION EASEMENT

WETLAND LINE

P.O.C.
SW CORNER OF THE SW 1/4 OF SEC. 34, TWP. 24 S, RNG. 29 E