PIG LAUNCHER AND RECEIVER FACILITIES EASEMENT

TRACT NO. 18" ST. PETE LATERAL
FGT Proj # 05.149

STATE OF FLORIDA

COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENTS:

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 5444 Westheimer, Room 1002, Houston, Texas 77056, 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 launchers, 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 launcher and 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 being identified as the “Permanent Easement” and depicted on the sketch attached hereto as Exhibit “A-1”, hereafter referred to as the “Pig Launcher and Receiver Facilities Easement,” together with the right to utilize portions of the Lands 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 maintain and repair existing access roads 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.

For the same consideration, Grantor and Grantee further agree to the Facilities, the Pig Launcher and Receiver Facilities Easement, the Temporary Construction 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 Launcher and Receiver Facilities Easement, and Temporary Construction 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 Launcher and Receiver Facilities, 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 Launcher and Receiver Facilities Easement, the Temporary Construction Easement that will be removed by Grantee from the Pig Launcher and Receiver Facilities Easement, the Temporary Construction 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 Launcher and Receiver Facilities Easement, the Temporary Construction 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 reclear the Pig Launcher and Receiver Facilities 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 Launcher and Receiver Facilities Easement and Facilities by Grantee.

4. Grantee will restore the surface of all disturbed areas on the Lands, the Pig Launcher and Receiver Facilities Easement, the Temporary Construction 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 Launcher and 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 Launcher and Receiver Facilities Easement and Grantor will not increase the grade or contour of the Lands over or near the Facilities that would cause the Pig Launcher and Receiver Facilities Easement to become a water impoundment or retention area.

7. Grantor has conveyed the Pig Launcher and Receiver Facilities 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 Launcher and Receiver Facilities Easement and upon such abandonment, Grantee will remove the Facilities and restore the Pig Launcher and Receiver Facilities 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 Launcher and Receiver Facilities 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 Launcher and Receiver Facilities Easement and the Temporary Construction 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
12. Exhibit "A-1" depicts the boundaries of the Pig Launcher and Receiver Facilities Easement and the Temporary Construction. 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 Launcher and Receiver Facilities Easement and the Temporary Construction Easement, and no representations or statements, verbal or written, have been made, modifying, adding to or changing the terms of this agreement.

EXECUTED THIS 19th day of DECEMBER, 2005.

WITNESSES:

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

[Signature]
Name: Roy E. Mackechnie
Address: 1090 Kiley St.
Saint Cloud Fl. 34771

GRANTOR:

[Signature]
DEERFIELD LAND CORPORATION
By: [Signature]
Name: THOMAS M ROCHUK
Title: VICE PRESIDENT & SECRETARY
Address: 14901 S. ORANGE BLOSSOM TR.
ORLANDO FL 32837
ACKNOWLEDGEMENT

STATE OF Florida  )
COUNTY OF Osceola  )

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by Thomas M. Rochik, as VP and 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.

Nereida Montalvo
Notary Public
Name (Printed): Nereida Montalvo
Address: 19901 S. Orange Ave.
Orlando, FL 32837


Nereida Montalvo
Notary Public - State of Florida
Commission # DD245282
Bonded By National Notary Assn.
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 SAD SOUTHWEST 1/4; THENCE N 02°13'35" W. ALONG THE WEST BOUNDARY OF SAD SOUTHWEST 1/4, 321.21 FEET; THENCE N 70°22'13" E 75.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 70°22'13" E 98.20 FEET; THENCE N 19°54'57" W 12.21 FEET; THENCE N 68°08'21" E 122.65 FEET; THENCE S 21°58'21" E 59.71 FEET; THENCE N 68°58'54" E 281.56 FEET; THENCE N 24°33'06" W 125.10 FEET; THENCE S 67°10'08" W 264.07 FEET; THENCE S 40°58'55" W 13.70 FEET; THENCE S 21°58'21" E 41.73 FEET; THENCE S 77°31'09" W 18.44 FEET; THENCE S 69°30'57" W 30.31 FEET; THENCE S 69°26'38" W 72.40 FEET; THENCE N 19°54'57" W 6.29 FEET; THENCE S 69°14'54" W 13.90 FEET; THENCE N 27°49' 18" W 6.37 FEET; THENCE S 08°10'44" W 38.66 FEET; THENCE S 02°13'38" E 41.40 FEET; TO THE POINT OF BEGINNING, LESS THOSE AREAS PREVIOUSLY RELEASED AND SHOWN AS PERMANENT EASEMENT AND PERMANENT ACCESS EASEMENT AS DESCRIBED IN EXHIBIT B OF OFFICIAL RECORDS BOOK 7007, PAGE 1686, PUBLIC RECORDS OF SAID COUNTY. CONTAINING 0.80 ACRE (34,072 SQUARE FEET) OF NEW EASEMENT, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NUMBER 1

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 SAD SOUTHWEST 1/4; THENCE N 02°13'38" W. ALONG THE WEST BOUNDARY OF SAD SOUTHWEST 1/4, 256.74 FEET; THENCE N 68°58'54" E 271.48 FEET TO THE POINT OF BEGINNING, THENCE N 27°27'48" W 60.68 FEET; THENCE N 68°08'21" E 48.81 FEET; THENCE S 21°58' 21" E 59.31 FEET; THENCE S 69°58'54" W 47.34 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRE (2,897 SQUARE FEET), MORE OR LESS.