THIS INSTRUMENT PREPARED BY:
Edward Priester
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P.O. Drawer 1549
Kissimmee, FL 34741

P A S S E M E N T

THIS INDENTURE, made the 19th day of December, 1977, by
and between DART INDUSTRIES, INC., a Delaware corporation, for its
Tupperware Home Parties division, ("Dart"), and the CITY OF KISSIMMEE,
a municipal corporation, ("Kissimmee"), in Osceola County, Florida.

WITNESSETH: For and in consideration of the sum of One Dollar and
other valuable considerations, in hand paid to Dart by Kissimmee,
receipt whereof is hereby acknowledged, Dart does hereby grant, bargain,
sell, convey and warrant to Kissimmee, its successors and assigns
forever, a right of way and easement of 120 feet in width with the
right, privileges and authority over the same, to erect, construct, operate and maintain a line or lines for the
transmission of electric energy thereover for any and all purposes for
which electric energy is now or may hereafter be used, with all necessary
poles, towers, wires, cables, fixtures, and appliances, including
guywires, stubs, towers and brace poles, and permitted telephone wire
connections, through, over and upon the lands of Dart in Orange and
Osceola Counties, Florida, described as follows, to wit:

From the Southwest corner of Section 35, T 24 S., R 29 E., Orange
County, Florida, run N 89° 49' 22" E., along the South line of
Section 35, 635.75 ft. to the Point of Beginning; continue N 89°
49' 22" E., 122.78 ft. run thence N 22° 01' 13" E., parallel to the
centerline of Seaboard Coastline Railroad, 1034.68 ft.; run thence
N 38° 25' 43" E., 1254.66 ft.; run thence S 89° 46' 05" W., along the
North line of Section 18, 1800.2 ft. of Section 35, 183.88 ft.; run
thence S 38° 25' 17" W., 957.81 ft.; run thence S 12° 01' 43" W.,
1087.15 ft. to the Point of Beginning. Contains 5.65 acres.

All that portion of Lot 7 of R. C. Sligh's Subdivision, as recorded
in Plat Book 1, Page 88 of the Public Records of Osceola County,
Florida, lying North and West of Seaboard Coastline Railroad Right
of Way. Contains 0.086 acres.

From the Northwest corner of Lot 9 of R. C. Sligh's Subdivision,
as recorded in Plat Book 1, Page 88 of the Public Records of
Osceola County, Florida, run N 89° 47' 15" E., along the North line
of Lot 9, 441.76 ft. to the Point of Beginning; continue N 89°
47' 15" E., 122.78 ft.; run thence N 12° 01' 13" W., along Seaboard
Coastline Railroad Right of Way line, 204.65 ft., to the South
line of Lot 25; run thence S 89° 45' 05" W., along said South line,
102.91 ft. to the Northwest corner of Lot 35; run thence N 00° 17'
20" W., along the West line of Lot 25, 21.12 ft.; run thence N 12°
01' 13" E., 1931.42 ft. to the Point of Beginning. Contains 5.57 acres.

Beginning at the Southeast corner of the SE 1/4 of NE 1/4 of
Section 3, T 25 S., R 29 E., Osceola County, Florida, run N 00° 17'
20" W., along the East line of said SE 1/4 of NE 1/4, 22.43 ft.; run
thence S 12° 01' W, 1,354.56 ft. to the South line of the NE 1/4 of SE 1/4 of Section 1; run thence N 89° 57' 07" E, along said South line, 132.71 ft.; run thence N 12° 31' E, parallel to and 100.0 ft. Northwesterly of the Centerline of Seaboard Coastline Railroad, 794.39 ft., to the East line of NE 1/4 of SE 1/4; run thence N 00° 38' 32' W, 525.46 ft. to the Point of Beginning. Contains 2.96 acres.

together with the right of Kissimmee, its successors and assigns, to cut and remove from said right of way 120 feet wide as above described, any trees, overhanging branches, or other obstructions which may endanger the safety and interfere with the operation and maintenance of said transmission line and such fixtures and appliances, poles, anchors and other appurtenances thereto, or any structure on said right of way, and to use the privilege and right of ingress, egress and regress in and over the above described right of way 120 feet wide at any and all times for the purpose of patrolling the said transmission line, or repairing, building, tenement or adding poles or other fixtures and equipment to said line, and the doing of anything necessary, useful or convenient for the full enjoyment of the easement herein granted.

It is distinctly understood and agreed, however, between the parties hereto, their heirs, legal representatives, successors, or assigns, that when and if Kissimmee discontinues the transmission of power through the lines erected pursuant to this exercise of rights granted by this agreement for a continuous period of 180 days such discontinuance shall constitute an abandonment and an automatic termination of the easement herein granted with the same effect as if this grant and conveyance had never been made. Within 60 days after any termination of the easement heretofore granted Kissimmee agrees to remove all equipment, installations and erections of whatever nature which it caused to be placed upon Dart's property under this agreement and shall restore the property to a condition as nearly as possible to its present condition taking into consideration Kissimmee's exercise of the rights granted by this agreement. Dart's rights under this paragraph, as well as all other paragraphs, shall not be waived by failure to insist promptly on performance.

Kissimmee shall be allowed during initial construction of the herein referred to electric line to deviate from the said right of way, if the same cannot be avoided. If any damage is caused by reason of this deviation, then Kissimmee shall either repair or pay Dart for the repairs caused by such deviation. This right to deviate by Kissimmee shall cease after the construction phase of the hereinbefore referred to electric line.

A minimum overhead clearance of not less than thirty-six (36) feet measured vertically above ground elevation, shall be observed for wires on, over or across Dart's property subject to the within easement.

As an integral part of the construction and subsequent maintenance and repair of the lines and related structures, Kissimmee shall restore after construction and maintain the property in a condition similar to the present state of the property, taking into consideration Kissimmee's exercise of the rights granted by this agreement. Existing fencing which shall be disturbed by construction or maintenance of the line shall be restored and fencing shall be of a kind to blend appropriately with the present appearance of the site as it exists on the date of this agreement.

Kissimmee agrees to defend, indemnify and hold Dart harmless from any and all liabilities, claims, demands, suits, actions, losses, damages, recoveries, judgments, costs, fees and expenses incurred in connection with all injuries or deaths to persons and losses or damages to property, however the same shall occur or be caused, which arise out
of or result from this agreement or the exercise of rights or privileges granted to Kissimmee herein whether such injuries or damages shall occur or be caused on Dart's property.

It is understood that Dart shall have the continuing right to make or authorize to be made such lawful use of the surface and subsurface portions of its property subject to this easement as it seems appropriate, provided it does not interfere unreasonably with exercise of the easement herein granted, including, without limitation the right to construct roads, railroad tracks and structures. No construction shall be undertaken within said easement without the prior written consent of Kissimmee. Kissimmee agrees that in exercising the easement herein granted it will not cause to be erected any fences or other structure or conduct any operations on Dart's property subject to this easement which will interfere unreasonably with any lawful use of such property by or under the authority of Dart.

Should Dart's future development after 1964 of its property so require, Kissimmee shall replace overhead transmission lines and supporting structures with underground cables. Dart shall reimburse Kissimmee for such work at the actual engineering and construction costs. This obligation subject to the following limitations: (1) the state of the art; (2) reliability of service; (3) safety.

The right of ingress, egress, and regress granted by this agreement does not grant to Kissimmee any easement on, over, across or through or right to use, clear, or construct any road, structure or other thing on any property of Dart, except such portion thereof as is the subject of the easement described above.

To the greatest extent possible all replacement or additional poles caused to be erected by Kissimmee in the future after installation of the poles shown on Exhibit "A" attached hereto shall be installed as close as reasonably possible to the respective then existing poles and in such a manner as to cause the axis connecting the existing and new poles to form and approximate 90 degree angle with the power lines.

IN WITNESS WHEREOF, said party(s) of the first part have caused these presents to be signed in its name by its Executive Vice President, and its corporate seal to be affixed, attested by its Counsel the day and year above written.

DART INDUSTRIES, INC., a Delaware corporation

[Corporate Seal]

Signed, sealed and delivered in the presence of:

STATE OF Florida
COUNTY OF Osceola
Before me personally appeared

Homer P. Wilson
and
Keith Van Houtt,
EXECUTIVE VICE PRESIDENT and
Counsel respectively of Dart Industries, Inc., a Delaware corporation, under the laws of the State of Delaware, to me known to be the persons described in and who to
Municipal 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 hand and seal this 18th day of December, 1977.

[Signature]
Notary Public in and for the County
and State aforesaid.

Office of the Notary Public
State of [State Name]
My Commission Expires: [Expiration Date]

[Notary Seal]
Attachment A

Exhibit between Dart Industries and City of Kissimmee

STORM GUY

10'-6"

10'-6"

CONDUCTOR ATTACHED HERE

TYPICAL H-FRAME STRUCTURE

EXHIBIT I