DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION doing business as PROGRESS ENERGY FLORIDA, INC., a Florida corporation ("GRANTEE"), Post Office Box 14442, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, appoinissees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electrical energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Orange County, to wit:

A 20 foot wide Easement Area defined as comprising the Westerly 20 feet of the following described property lying East of and abutting State Road 500 (U.S. 441).

See Exhibit "A" attached hereto and by this reference made a part hereof.

Tax Parcel Number: 34-24-29-0009-06-004

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to install, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTOR hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purposes of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create and maintain condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities, upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.
GRANTOR covenants not to interfere with GRANTEE's facilities within the Ensement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to person or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described estate.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Ensement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this estate to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this estate.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereto duly authorized and its official corporate seal to be heretofore affixed and attested this 1st day of April, 2003.

ATTEST:

[Signature]

Secretary

Thomas M. Roehlkin

Printed or Type Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Virgo Reynolds Dix

Print or Type Name of First Witness

[Signature]

Josephine M. Stege

Print or Type Name of Second Witness

[Signature]

Josephine M. Stege

Print or Type Name of Second Witness

State of Florida )

County of Orange ) ss

The foregoing Ensement was acknowledged before me this 1st day of April, 2003, by Edward R. Davis III and Thomas M. Roehlkin, respectively of Deerfield Land Corporation, a Florida (state) Corporation, on behalf of the Corporation who are personally known to me or who have produced CORP. SEAL.

[Signature]

Vickie S. Ware

Notary Public

Serial Number:

My Commission:

VICKIE S. WARE
MY COMMISSION # CC/045106
EXPIRES: September 5, 2004
Notary Public in and for the State of Florida
Notary Public Underwriters
LEGAL DESCRIPTION

The South 1800 feet of Section 34, Township 24 South, Range 29 East, Orange County, Florida, LESS From the Southwest corner of Section 34, run East 1308.72 to the Easterly Right-of-Way of U.S. 441, thence East 45.34 feet; thence North 6° West 841.41 feet; thence North 40° West 23.03 feet for the Point of Beginning; Thence run South 3.21 feet; thence West 10.40 feet; thence North 8.02 feet; thence East 10.40 feet; thence South 4.77 feet to Point of Beginning; AND From the Southwest corner of Section 34; run East 1308.72 feet to the Easterly Right-of-Way of U.S. 441; thence East 45.34 feet; thence North 6° West 841.41 feet; thence North 40° West 29.95 feet for the Point of Beginning; Thence run West 3.49 feet; thence North 5.90 feet; thence East 7.53 feet; thence South 5.96 feet; thence West 4.06 feet to the Point of beginning. AND LESS, part lying East of Orange Avenue AND LESS that part taken for Right-of-Way per 6489/530 AND That part of the South 1800 feet of Section 35, Township 24 South, Range 29 East, lying West of Orange Avenue 4046/2384.