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 DATE: 06/19/2003 02:11:28 PM
 JAMES C. WATKINS, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 9.00
 TRUST FUND 1.50
 DEED DOC 0.70

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 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric 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 Lake County, to wit

A 10 foot wide Easement Area defined as comprising the East 10 feet of the following described property.

The SW ¼ of the NW ¼ and the NW ¼ of the SW ¼ of Section 35, Township 21 South, Range 25 East, Lake County, Florida.

Tax Parcel Number: 35-21-25-0002-000-00200


The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** 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 purpose 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 unsafe 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

Hyponex Peat Mine - Temporary Line

This document prepared by Marva Taylor
 Return to Progress Energy Florida, Inc
 9250 Bonnet Creek Road, Post Office Box 10,000
 Lake Buena Vista, Florida 32820

SEC 35 TWP. 21 RGE 25 COUNTY LAKE GRANTOR GRANTOR
 PROJECT 1146099 J D EGGERBRECHT DEVELOPMENT LTD

 Return to:
 Florida Power Corp.
 3300 Exchange Place
 Lake Mary, FL 32746

*The quality of this image
 is equivalent to the quality
 of the original document.*

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GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons 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 easement.

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

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 thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 22 May, 2003

ATTEST:
Secretary N/A
Printed or Type Name N/A

GRANTOR:
J D Eggebrecht Development LTD
Name of Partnership
General Partner
JERRY D. EGGBRECHT
Printed or Type Name

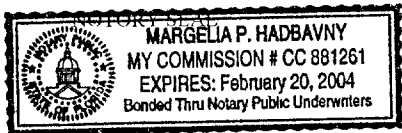
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Carol M Mitterbach
Signature of First Witness
Carol M. Mitterbach
Print or Type Name of First Witness
Laurie A. Concilio
Signature of Second Witness
Laurie A. Concilio
Print or Type Name of Second Witness

Grantor(s) mailing address:
6344 PINEY GLEN LAWE
ORLANDO, FL.
32819

State of Florida)
County of Orange) SS

The foregoing Easement was acknowledged before me this 22nd day of May, 2003, by Jerry D. Eggebrecht, its General Partner, respectively of J.D. Eggebrecht Development Ltd, a Florida limited partnership, on behalf of the Partnership who is personally known to me or who has produced personally known to me as identification and who did not take an oath

CORPORATE SEAL



Margelia P. Hadbavny
Name.
Notary Public MARGELIA P. HADBAVNY
Serial Number. CC 881261
My Commission Expires 20 February 2004