

# AUCTION!

## PROPERTY INFORMATION PACKAGE

### SR 54 COMMERCIAL DEVELOPMENT TRACT 7800 SR 54, New Port Richey, FL



**ONLINE ONLY  
AUCTION**



**Ends – 3:00 P.M. • Monday • February 13**

**To Be Sold Above a Minimum Bid of \$750,000!**

16.54± Acre development tract with 634±' frontage on SR 54 and Anclote River frontage. 5± acres zoned C-2, remaining 11 acres are zoned Agricultural.

44,000 AADT traffic counts.

**Previews: 11:00 A.M. – 2:00 P.M. Saturday, February 4  
11:00 A.M. – 2:00 P.M. Wednesday, February 8**

**TERMS: \$1,000 CC authorization to bid. \$25,000 Escrow deposit due within 24 hours.  
Remaining Balance due at closing on or before 45 days. 10% Buyer's Premium.**



A Licensed Real Estate Broker

**HIGGENBOTHAM.COM  
800-257-4161**

M.E. Higgenbotham, CAI, CES, AARE FL Lic. #AU305 AB158

# ONLINE AUCTION

## February 1 thru 3pm, Monday Feb. 13

### New Port Richey, FL

### 16.54± Acre Development Tract

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***TO BE SOLD ABOVE A MINIMUM BID OF \$750,000!***

- LOCATION:** 7800 SR 54, New Port Richey, FL, Pasco County
- DESCRIPTION:** 16.54± acre commercial development tract with the Anclote River running thru the rear of the property.
- PROPERTY ID#** 22-26-16-0000-00200-0022
- TAXES:** \$11,064.09 (2016)  
\*\*BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- UTILITIES:** Pasco County; Water line is along the N property line; see map
- ZONING:** C-2 for mini-warehouse specifically  
& Agricultural; Land Use Res-6 & Res-9
- FRONTAGE:** 634±' frontage on SR 54
- TRAFFIC:** 44,000 AADT
- TERMS:** \$1,000 Credit Card Authorization to bid. A \$25,000 Earnest Money Deposit is due to closing agent's office within 24 hours of close of auction. Remaining Balance due at closing on or before 45 days. 10% Buyer's Premium.

#### **Information Disclaimer**

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

# How an Auction Works

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## **THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID**

**Step 1:** Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

**Step 2:** Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

**Step 3:** As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

**Step 4:** If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

## **WHAT DOES THE TERM "RESERVE" MEAN?**

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

## **DO I NEED TO PRE-QUALIFY?**

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

## **WHAT IS A BUYER'S PREMIUM?**

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

## **WHAT IF I AM A BROKER?**

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

**You're only going to pay one bid more than someone else was willing to pay!**



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SECTION SIX	PURCHASE AND SALE AGREEMENT

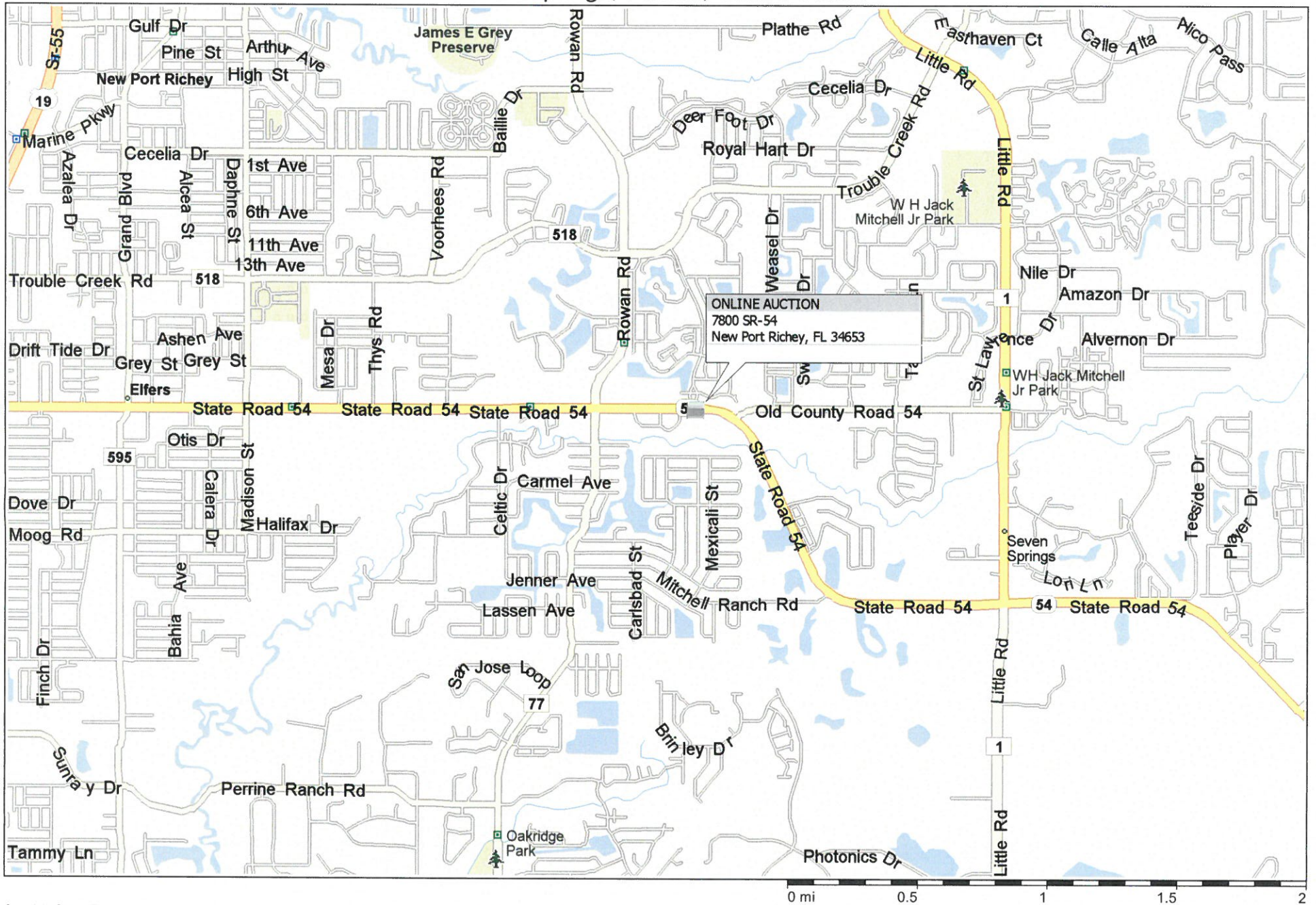
## Information Disclaimer

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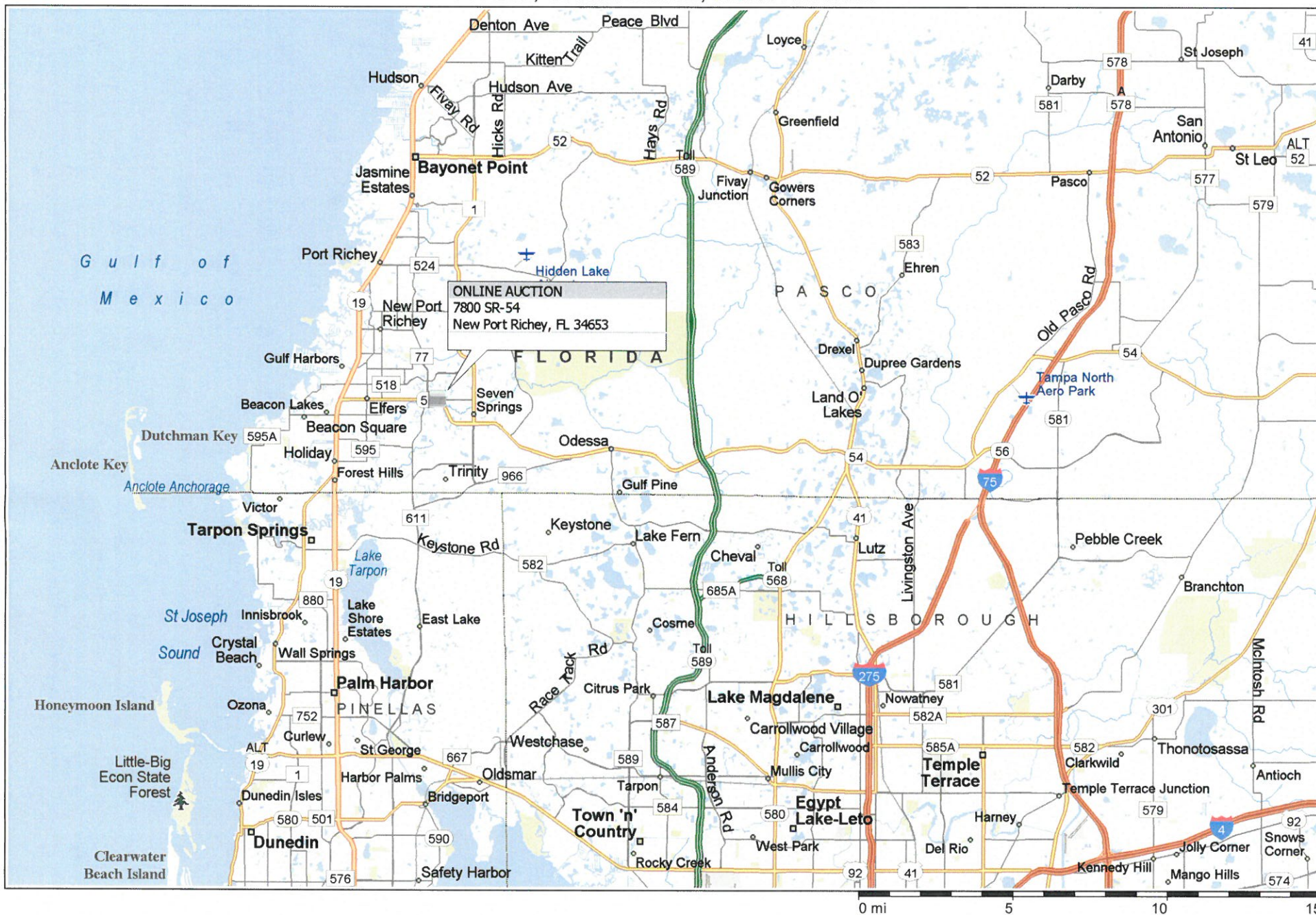
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# Seven Springs, Florida, United States

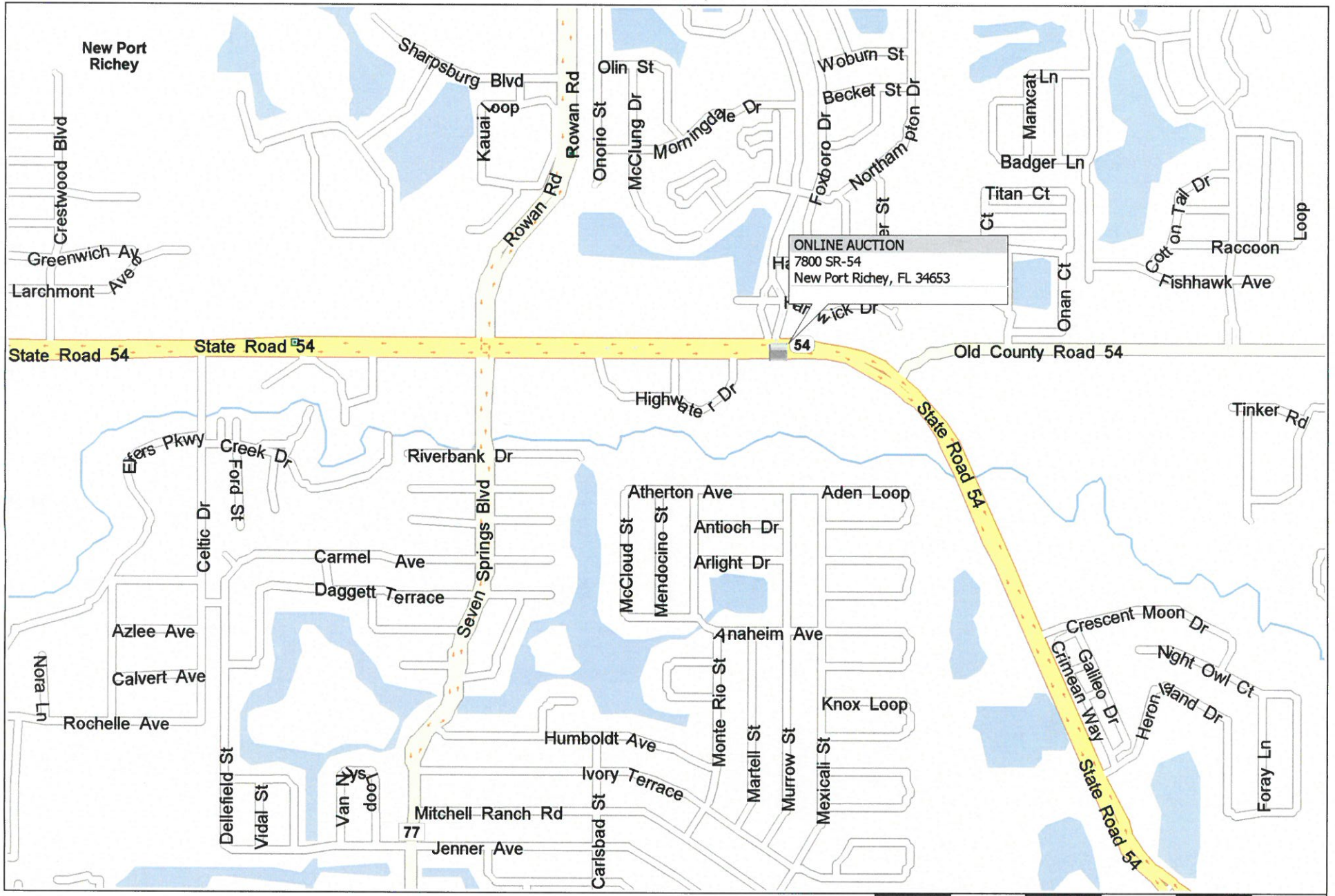


# Florida, United States, North America



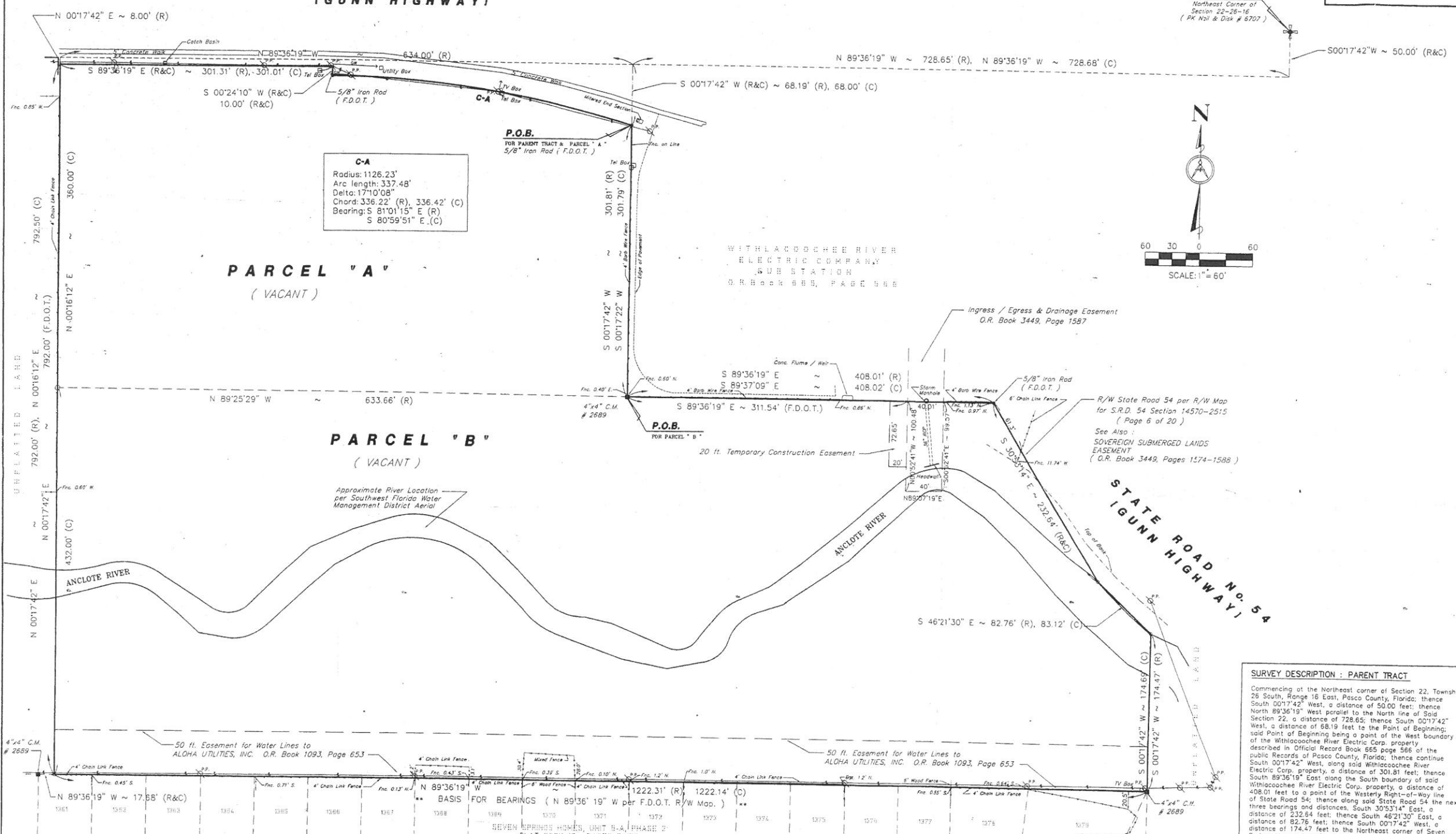
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# Florida, United States, North America



# MAP OF SURVEY, BOUNDARY SURVEY

**STATE ROAD No. 54  
IGUNN HIGHWAY**

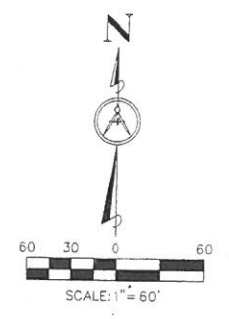


**C-A**  
Radius: 1126.23'  
Arc length: 337.48'  
Delta: 17°10'08"  
Chord: 336.22' (R), 336.42' (C)  
Bearing: S 81°01'15" E (R)  
S 80°59'51" E (C)

**PARCEL "A"**  
(VACANT)

**PARCEL "B"**  
(VACANT)

**P.O.C.**  
Northeast Corner of  
Section 22-26-16  
(PK Nail & Disk # 6707)



**ABBREVIATIONS LEGEND**

AC	Air Conditioner	PL	Property Line
AGP	Above Ground Pool	PLTR	Pile
ALUM	Aluminum	PCB	Point of Beginning
ASNS	Aluminum Shed No Slab	PCC	Point of Commencement
ASOS	Aluminum Shed on Slab	POL	Point on Line
BM	Benchmark	PP	Power Pole
CA	Calculated	PPF	Power Pole & Filter
CI	Curve #1	PRC	Point of Reverse Curve
CL	Calculated from field measurements	PRM	Permanent Reference Monument
CB	Catch Basin	PS	Power Stub
CC	Concrete Block Structure	PT	Point of Tangency
CCS	Concrete Curb	R	Record Plot or Deed
CDS	Cul-De-Sac	RAD	Radius
CE	Concrete Entry	RCP	Reinforced Concrete Pipe
CH	Chord Bearing & Distance	RES	Residence
CHL	Chain Link Fence	RNS	Roof No Slab
CM	Concrete Monument	RDW	Roof over Window
CMP	Corrugated Metal Pipe	RWS	Roof No Slab
CONC	Concrete	R/W	Right of Way
CP	Carport	RNG	Ridge
CPM	Concrete Post & Deck	RSC	Screened Covered Entry
CR	County Road	SEC	Section
C/S	Concrete Slab	SECP	Screened Enclosed Concrete Pool
CW	Concrete Walk	SEFP	Screened Enclosed Fiberglass Pool
D	Delta or Central Angle	SEC	Screened Enclosed Slab
DA	Decorative Ledge	SEVP	Screened Enclosed Vinyl Pool
DOT	Department of Transportation	SEW	Sewer
DRA	Drainage Retention Area	SFP	Stack Over Frame Residence
DROW	Drainage Right-of-Way	SIS	Sewer in Street
EL	Elevation	SP	Screen Pile
EP	Edge of pavement	SR	State Road
DAL	Decorative Wall	SRBS	Suspended Roof Over Slab
FB	Field Book	STA	Station
FF	Finished Floor	STY	Sty
FM	Field Measurement	TAN	Tangent
FRM	Fiberglass Pool & Deck	TBM	Temporary Bench Mark
FR	Flange Room	TOP	Top of Bank
GP	Guy Pole	TR	Tract
GW	Guy Wire	TRANS	Transformer
HWF	Hog Wire Fence	TV	Television
IGV	Irrigation Valve box	TVB	Television Business
L-1	Line #1	ULPS	Underground Power Service
LS	Land Surveyor	UP	Underground Power
LLP	Lump Post	VPAD	Vinyl Pool & Deck
LL	Land Surveyor	WC	Wellness Corner
MES	Mixed End Section	W	Wood
MH	Manhole	WF	Wire Fence
MOL	More or Less	WM	Water Meter
MP	Water Pole	WO	Work order
MSL	Mean Sea Level	WPF	Wood Post Wire Fence
NAD	Nail & Disk	WV	Wood Rail Fence
NGVD	National Geodetic Vertical Datum	WV	Water Valve
NTS	Not to Scale	WV	Water Valve
OE	Overhead Electric Wire	WV	Water Valve
OR	Official Record	WV	Water Valve
OTW	Overhead Telephone Wire	WV	Water Valve
OTV	Overhead Television Wire	WV	Water Valve
PE	Point Error	WV	Water Valve
PC	Point of Curvature	WV	Water Valve
PCP	Point of Compound Curve	WV	Water Valve
PE	Point Error	WV	Water Valve
P	Point of Intersection	WV	Water Valve
PK	Parker Kalam Nail	WV	Water Valve

- SURVEYORS NOTES**
- Survey based on the description furnished by the client and without benefit of a title search.
  - Bearings shown hereon are assumed by this Surveyor and Mapper in accordance with the Record Plot or Deed and the location of the line used for the "BASIS FOR BEARINGS" is depicted by \*\* next to the bearing.
  - Underground utilities and improvements not located or shown.
  - There are no visible encroachments unless shown hereon.
  - The ownership of fences, if any, which exist on or near property lines is not known by this Surveyor and Mapper.
  - Fences located near the property line are not to scale. The distances shown as ties to solid fences are correct.
  - The distances shown hereon as ties to existing occupation are at right angles to subject property line.
  - Gutters, overhangs, underground foundations and irrigation systems are not located unless shown hereon.
  - The property shown hereon may be subject to the Rules, Regulations, Ordinances and/or jurisdictions of Local, State, and/or Federal Agencies. The requirements of said Rules, Regulations, Ordinances and/or the limits of said jurisdictions are not shown hereon, unless stated otherwise.
  - Prior to construction and/or reliance on Flood Zone Note, the County Building Department should be contacted for verification of Flood Zone.
  - All easements shown hereon are for drainage and/or utilities unless shown otherwise.
  - The property shown hereon is subject to Reservations, Restrictions, and Easements of Record and not of Record.

**SURVEY DESCRIPTION : PARENT TRACT**  
Commencing at the Northeast corner of Section 22, Township 26 South, Range 16 East, Pasco County, Florida; thence South 00°17'42" West, a distance of 50.00 feet; thence North 89°36'19" West parallel to the North line of Said Section 22, a distance of 726.65; thence South 00°17'42" West, a distance of 68.19 feet to the Point of Beginning; said Point of Beginning being a point of the West boundary of the Withlacoochee River Electric Corp. property described in Official Record Book 665 page 566 of the Public Records of Pasco County, Florida; thence continue South 00°17'42" West, along said Withlacoochee River Electric Corp. property, a distance of 301.81 feet; thence South 89°36'19" East along the South boundary of said Withlacoochee River Electric Corp. property, a distance of 408.01 feet to a point of the Westerly Right-of-Way line of State Road 54; thence along said State Road 54 the next three bearings and distances, South 30°53'14" East, a distance of 174.47 feet to the Northeast corner of Seven Springs Homes Unit 5A Phase 2 as recorded in Plat Book 18 pages 73 through 75 inclusive of the Public Records of Pasco County, Florida; thence North 89°36'19" West along the North boundary of said Seven Springs Homes Unit 5A Phase 2, a distance of 1222.31 feet; thence North 00°17'42" East a distance of 792.00 feet to the South Right-of-way line of State Road 54; thence South 89°36'19" East, a distance of 301.31 feet; thence South 00°24'10" West, a distance of 10.00 feet to the Point of curve for a curve concave to the South and having the following elements: Central angle, 17°10'08", Radius, 1126.23 feet, Chord South 81°01'15" East, 336.22 feet, thence 337.48 feet along the arc of said curve to the Point of Beginning.  
Containing 16.55 Acres More or Less.

**SURVEY DESCRIPTION : FOR PARCEL "A"**  
Commencing at the Northeast corner of Section 22, Township 26 South, Range 16 East, Pasco County, Florida; thence South 00°17'42" West, a distance of 50.00 feet; thence North 89°36'19" West parallel to the North line of Said Section 22, a distance of 726.65; thence South 00°17'42" West, a distance of 68.19 feet to the Point of Beginning; said Point of Beginning being a point of the West boundary of the Withlacoochee River Electric Corp. property described in Official Record Book 665 page 566 of the Public Records of Pasco County, Florida; thence continue South 00°17'42" West, along said Withlacoochee River Electric Corp. property, a distance of 301.81 feet to the Point of Beginning; thence South 89°36'19" East along the South boundary of said Withlacoochee River Electric Corp. property, a distance of 408.01 feet to a point of the Westerly Right-of-Way line of State Road 54; thence along said State Road 54 the next three bearings and distances, South 30°53'14" East, a distance of 174.47 feet to the Northeast corner of Seven Springs Homes Unit 5A Phase 2, as recorded in Plat Book 18 pages 73 through 75 inclusive of the Public Records of Pasco County, Florida; thence North 89°36'19" West along the North boundary of said Seven Springs Homes Unit 5A Phase 2, a distance of 1222.31 feet; thence North 00°17'42" East a distance of 432.00 feet; thence South 89°25'29" East, a distance of 633.66 feet to the Point of Beginning.  
Containing 5.047 Acres More or Less.

**SURVEY DESCRIPTION : FOR PARCEL "B"**  
Commencing at the Northeast corner of Section 22, Township 26 South, Range 16 East, Pasco County, Florida; thence South 00°17'42" West, a distance of 50.00 feet; thence North 89°36'19" West parallel to the North line of Said Section 22, a distance of 726.65; thence South 00°17'42" West, a distance of 68.19 feet to a point on the Withlacoochee River Electric Corp. property described in Official Record Book 665 page 566 of the Public Records of Pasco County, Florida; thence continue South 00°17'42" West, along said Withlacoochee River Electric Corp. property, a distance of 301.81 feet to the Point of Beginning; thence South 89°36'19" East along the South boundary of said Withlacoochee River Electric Corp. property, a distance of 408.01 feet to a point of the Westerly Right-of-Way line of State Road 54; thence along said State Road 54 the next three bearings and distances, South 30°53'14" East, a distance of 174.47 feet to the Northeast corner of Seven Springs Homes Unit 5A Phase 2, as recorded in Plat Book 18 pages 73 through 75 inclusive of the Public Records of Pasco County, Florida; thence North 89°36'19" West along the North boundary of said Seven Springs Homes Unit 5A Phase 2, a distance of 1222.31 feet; thence North 00°17'42" East a distance of 432.00 feet; thence South 89°25'29" East, a distance of 633.66 feet to the Point of Beginning.  
Containing 11.503 Acres More or Less.

SHEET 1 of 1

**COFFIN & McLEAN ASSOC., INC.**  
Professional Land Surveying  
3701 Commercial Way  
P.O. Box 5145  
Spring Hill, FL 34611-0145  
(352) 683-5993 FAX (352) 683-9156

CERTIFIED TO THE FOLLOWING ONLY:  
JOHN MUICH  
JOHNSTON & SASSER, P.A./  
ATTORNEY'S TITLE INSURANCE FUND, INC.  
SEASIDE REALTY

DESCRIPTION:  
(SEE LEGAL DESCRIPTION ABOVE)

This certifies that a survey of the property described hereon was made under my supervision and that the survey meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And that the map to the best of my knowledge and belief.

*James W. Coffin*  
JAMES W. COFFIN  
Professional Surveyor and Mapper  
Florida Registration # 3882  
Coffin & McLean Associates, Inc. LB #5232

5-17-04  
Date of last Field Work

**CONTROL & CORNER LEGEND**

● Found	Iron Rod	■ Found	CM
○ Found	Iron Rod	□ Found	CM
○ Set	1/2" Iron Rod LB# 5232	□ Set	4"x4" CM LB# 5232
○ Found	Iron Pipe	△ Set	N&D

Elevations shown refer to:  NGVD or  Assumed Datum

Flood Zone Certification:  
According to the F.I.R.M.  
Map Community Panel  
120230-0360B Dated: 9-30-99  
The property appears to be  
Flood Zone(s) AE and  
the Base Flood Elevation is  
NGVD

REVISIONS	DATE
Added Top	01-05-04
Split into two	01-05-04
Parcel(s)	05-17-04

Party Chief: D. WILLIAMS  
Drawn By: C. CARINCI  
Checked By: J. COFFIN
































W.O. 03-18-37  
DATE OF MAP: 12-23-03  
F.B. 619 PG. 69-74

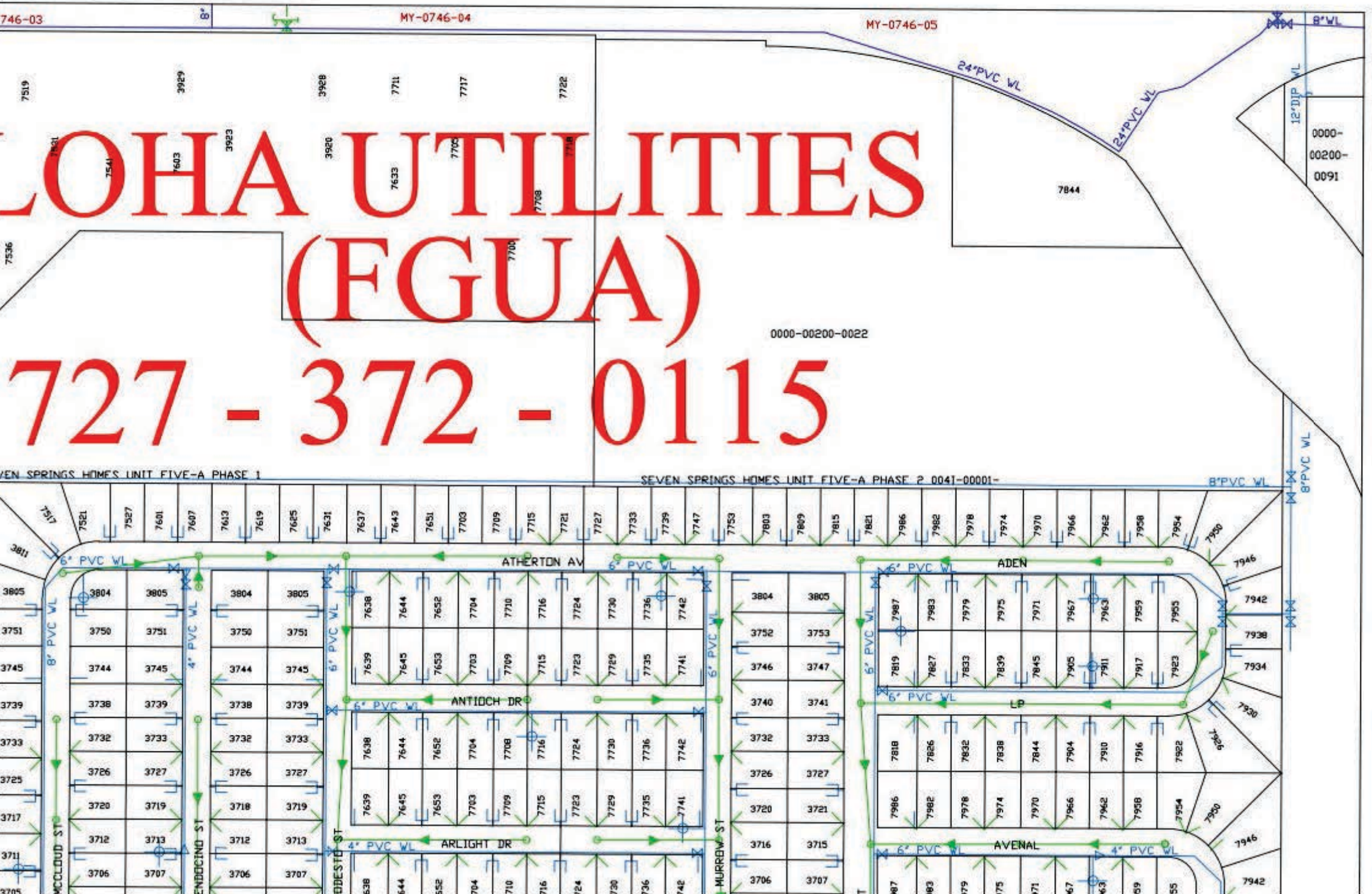
SECTION: 22 TWP. 16 S. RANGE: 16 E

Disk : A-258



# L E G E N D

	WATER MAIN (WM)		SEWER GRAVITY MAIN (SM)		RECLAIMED MAIN (RM)
	WELL		FORCE MAIN (FM)		DOUBLE RECLAIMED SERVICE LATERAL
	FIRE HYDRANT		SEWER MANHOLE		SINGLE RECLAIMED SERVICE LATERAL
	FIRE HYDRANT NUMBER		SEWER MANHOLE NUMBER		BACK FLOW PREVENTER OR CHECK VALVE
	DOUBLE SERVICE WATER LATERAL		SEWER GRAVITY FLOW DIRECTION		BLOW-OFF OR CLEAN OUT
	SINGLE SERVICE LATERAL		SEWER GRAVITY SERVICE LATERAL		AIR RELEASE VALVE
	REDUCER		LIFT/PUMP STATION NUMBER		AIR RELEASE VALVE NUMBER
	GATE VALVE		LIFT/PUMP STATION (LS/PS)		VALVE NUMBER
	METER		PRIVATE UTILITY SERVICE AREA		PRIVATE UTILITY RECLAIMED MAIN
	ABANDONNED MAIN WM, SM, FM, RM		PRIVATE UTILITY SEWER GRAVITY MAIN		
	PRIVATE UTILITY WATER MAIN		PRIVATE UTILITY FORCE MAIN		
P.S.R. = PRIVATE SITE RESTORATION				NOTE: ALL SEWER GRAVITY MAIN, 8" PVC UNLESS NOTED OTHERWISE.	
N.C.M. = NOT COUNTY MAINTAINED					



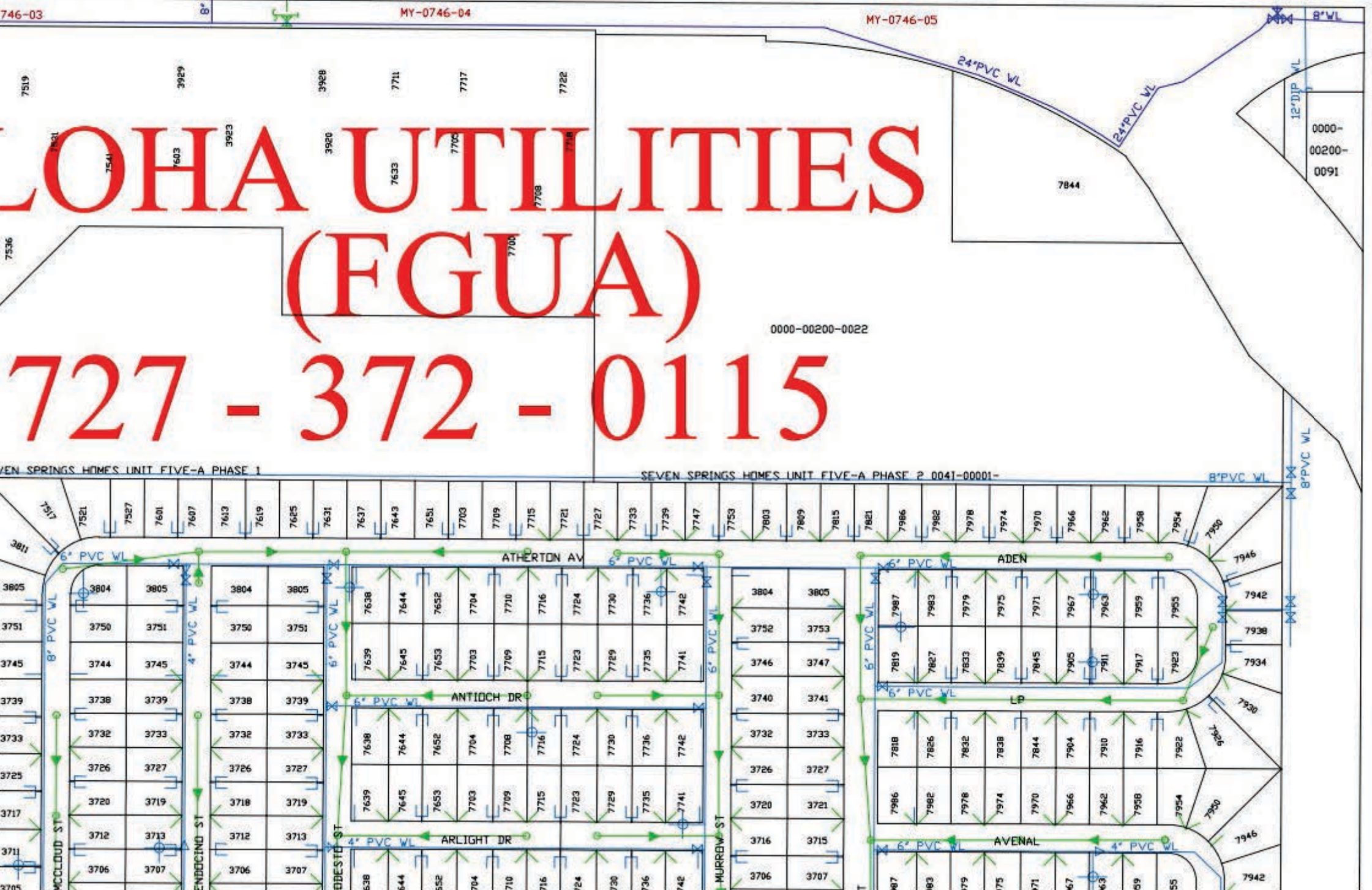
# LOHA UTILITIES (FGUA) 727 - 372 - 0115

SEVEN SPRINGS HOMES UNIT FIVE-A PHASE 1

SEVEN SPRINGS HOMES UNIT FIVE-A PHASE 2 0041-00001-

0000-00200-0091

0000-00200-0022





PASCO COUNTY  
ZONING ADMINISTRATION  
DISPLAY PETITIONS

DATE: 01/28/2017  
TIME: 08:28

PETITION NO.: RZ 06160

APPLICANT: TAYLOR, CHARLES S.

DATE: 04/14/2004

FROM	TO	ACREAGE	UM	PARCEL I.D NUMBER	ACTN	ACTN-DATE
A-C	C-2	00004.8	AC	22-26-16-0000-00200-0022	AP	04/14/2004

----- CONDITIONS -----

APPROVE REZONING FROM AC TO C2 SPEC. USE FOR MINIWAREHOUSE STORAGE FOR A DEPTH OF 360'.

CONDITIONS: 1.THIS APPROVAL IS FOR C2 SPEC. USE FOR MINIWAREHOUSE STORAGE FOR A DEPTH OF 360'. 2.THE O/A SHALL SUBMIT A REVISED SURVEY DEPICTING A DEPTH OF 360'. 3.ZCC 4.ZCE 5.ZCQ 6.ZCL 7.ZCO

NEXT FUNCTION: DP

## CHAPTER 500. ZONING STANDARDS

### SECTION 526. C-2 GENERAL COMMERCIAL

#### 526.1. Purpose

The purpose of the C-2 General Commercial District is to provide for the orderly development of those uses necessary to meet the community and regional needs for general goods and services, as well as those of a social, cultural, and civic nature, and to exclude uses not compatible with such activities.

#### 526.2. Permitted Uses

##### A. Principal Uses

1. Unless otherwise provided in this Code, all permitted and special exception uses in the C-1 Neighborhood Commercial District.
2. Automobile parts. New or secondhand, from enclosed buildings only, and provided there is no outside display of parts or tires.
3. New or preowned passenger and commercial vehicle, truck, trailer, motorcycle, boat, and recreational vehicle sales and leasing, and incidental displays and/or storage and/or service departments where such service work is carried on altogether within the building, shall be Permitted Uses within the C-2 General Commercial District only if the property is designated as Commercial (COM), Mixed Use (MU) or Retail/Office/Residential (ROR), or Planned Development (PD) on the County Comprehensive Plan Future Land Use Map and the standards of this Code, Section 1101, are met.
4. Automobile washing, body, and painting, including steam cleaning in enclosed buildings only.
5. Bakery stores, retail only. Baking allowed on the premises.
6. Barbecue stands and pits.
7. Bicycle stores and repair shops. All repairs, storage, and displays shall be inside the building.
8. Amusement facilities.
9. Bowling alleys within a building shall not be located closer than 1,500 feet to any residential district unless such building is so constructed as to prevent the emission of odors, sounds, and/or vibrations.
10. Cabinet and carpentry shops. All storage and work shall be inside the building.

11. Dancing halls or dancing academies, provided no alcoholic beverages of any type are served. Shall not be located within 500 feet of any residential district unless such building is so constructed as to prevent the emission of odors, sound, and/or vibrations.
12. Dressed poultry and seafood stores. Retail sales shall be done inside the building.
13. Dry cleaning.
14. Electrical appliances and fixture stores and repair shops. All repairs, storage, and displays to be done inside the building.
15. Exterminating products. Where the materials or ingredients are stored, mixed, or packaged, but not manufactured.
16. Food distribution, wholesale, provided no outside storage.
17. Garage or mechanical service. All work shall be performed inside the building.
18. Hat cleaning and blocking.
19. Hotels, motels, and condotels.
20. Kennels.
21. Laundries, hand and self-service.
22. Lawn mowers, rental, sales, and service. All repairs, storage, and displays to be done inside the building.
23. Lumber yards.
24. Model home centers.
25. Mortuaries or funeral homes, including crematoriums.
26. Music, radio, and television stores and repair shops. All repairs, storage, and displays shall be inside the building.
27. Nurseries, plant.
28. Pawn shops.
29. Pet shops.
30. Plumber shops. Materials to be stored in properly sight-screened areas.

31. Pottery and statues. Designed for yard ornaments, retail sales only.
32. Propane sales. Retail only, not exceeding 20,000-gallon storage.
33. Secondhand stores. All sales and displays shall be inside the building.
34. Septic tank sales and installation business.
35. Shooting and archery ranges, indoors only.
36. Single-family unit which is accessory to a permitted commercial use and located on the same lot.
37. Sign painting shops. All work shall be inside the building.
38. Sod sales.
39. Warehousing and general storage, including sales and office.
40. Printing shops and publishing plants. Newspapers, periodicals, books, and related uses.
41. Residential treatment and care facilities.
42. Other uses which are similar or compatible to the principal uses.

B. Accessory Uses

1. Accessory uses customarily incidental to an allowed principal use.
2. Signs in accordance with this Code.

526.3. Conditional Uses

- A. The sale or consumption of alcoholic beverages within alcoholic beverage business establishments are defined in this Code and as permitted under County, State, and Federal regulations provided:
1. No such sale or consumption of alcoholic beverages may occur or be conducted within 1,000 feet of any school, church, place of worship, or park as measured from the structure uses as a proprietor's place of business to the nearest property line of the school, church, place of worship, or park.
  2. The sale or consumption of alcoholic beverages complies with conditional use standards set forth in this Code and has been approved by the Board of County Commissioners (BCC) in accordance with the said section.

3. The premises or building in which the alcoholic beverage sales or consumption are to be conducted or occur shall not be used as an adult entertainment establishment.
- B. Automobile towing services and connected storage of vehicles. All storage shall be located to the rear of the building and must be adequately buffered or fenced from adjoining properties and the street or right-of-way, pursuant to this Code. There shall be no outside display or sale of parts or tires.
- C. Transfer stations and recycling operations as defined in this Code, Chapter 200, provided:
1. Transfer of petroleum products or similar materials is specifically prohibited.
  2. Cardboard may be compressed, cans and glass may be crushed, and aluminum and copper may be cut. Batteries; however, shall be kept intact.
  3. All machines, except hydraulic balers, shall be enclosed within a building.
  4. All operations shall comply with requirements of this Code regarding buffering of commercial and industrial districts. Any materials stored on the property must be baled, or in a container, and shall not exceed the required buffer height.
- D. Pain management clinics as defined in Chapter 50, County Code of Ordinances, provided that:
1. The hours of operation are limited to 8:00 a.m. to 5:00 p.m., Monday through Saturday.
  2. No pain management clinic shall be located within 1,000 feet from a day care, church, place of worship, park, university, alcohol or drug abuse treatment facility, or school. This distance requirement shall be measured from the structure where a pain management clinic would be located to the nearest property line of the uses referenced above.
  3. There shall be a one-quarter mile separation between each pain management clinic, and a pain management clinic may not be located within one-quarter mile where a conditional use for the same has been previously denied.
  4. A security plan must be submitted with the application illustrating what security devices are to be utilized, including at a minimum unobstructed windows and lighting, and information reflecting the management of patients or clients to ensure the public safety of individuals patronizing or working at any adjacent businesses or individuals residing in the area.



5. No pain management clinic shall be located closer than 500 feet from the boundary of any residentially zoned property and in no event shall said use abut residential property or be across the street or alley from a lot which is zoned for residential use.
  6. Clinics shall provide sufficient waiting and seating areas for all patients and business invitees expected to be in the clinic at the same time. Outdoor seating, queues, or waiting areas are prohibited. The use shall be entirely within a completely enclosed building. The clinic shall post conspicuous signs that no loitering is allowed on the property.
  7. No pain management clinic shall be collocated in the same office or building with a pharmacy or be located within 500 feet of a pharmacy.
  8. Parking shall be at a ratio of one (1) space per 300 square feet of the clinic. The County Administrator or designee may require the applicant to submit a parking analysis if the County has concerns as to safety, sufficiency, or configuration of available vehicle parking based on the unique circumstances of the site.
  9. The pain management clinic complies with Chapter 50 of the Code of Ordinances, as amended.
  10. The BCC may apply more stringent standards than those hereinabove based upon the location and unique characteristics of the subject site.
  11. A minimum distance of three (3) miles shall be required from any off or on ramp to I-75.
- E. Amusement parks.
  - F. Automobile racetracks.
  - G. Medical waste disposal facilities.
  - H. Auction houses.
  - I. Flea markets.
  - J. Drive-in theaters.
  - K. Construction and demolition debris disposal facilities subject to all local, State, and Federal regulations.
  - L. Yard trash disposal facilities.
  - M. Wastewater treatment plants, except when accessory to a development.

- N. Helipad, provided that no such helipad is located closer than 1,000 feet from the closest property line of a school that provides a curriculum of elementary or secondary academic instruction, including kindergarten, elementary, middle, or high schools.
- O. Commercial marinas subject to the marina-siting criteria set forth in the County Comprehensive Plan.
- P. Multiple-family dwellings.
- Q. Mining and/or reclamation including, but not limited to, the mining or extraction of limestone, clay, sand, natural gas, oil, and organic soils subject to all local, State, and Federal regulations.

526.4. **Special Exception Uses**

- A. Travel-trailer parks subject to the requirements set forth in the Supplemental Regulations in this Code, Chapter 500.
- B. Public and private utility facilities to include the following:  
  
County, State, or Federal structures and uses; water pumping plants; transmission lines for gas, electric, and telephones, or broadcasting or communication towers and facilities; and other conforming uses, which do not cause an undue nuisance or adversely affect existing structures, uses, and residents.
- C. Private schools

526.5. **Performance Standards**

All activities shall be in conformance with standards established by the County, State, and Federal government.

526.6. **Area and Lot Width Regulations**

General Commercial Stores

- A. Minimum lot area: 15,000 square feet.
- B. Minimum lot width: Ninety (90) feet.

526.7. **Coverage Regulations**

Lot Coverage: All buildings, including accessory buildings, shall not cover more than fifty (50) percent of the lot.

526.8. **Yard Regulations**

The following minimum building line setbacks measured from property lines are required in yard areas listed below unless otherwise specified:

- A. Front: Twenty-five (25) feet.
- B. Side: A side yard depth of thirty (30) feet per side from residential districts, no side yard shall be required where two (2) or more commercial districts or an industrial and commercial district adjoin side to side; however, in no case shall common walls be permitted between properties of separate ownership. In the case of such a series of adjoining structures on lots of single and separate ownership abutting and paralleling a public right-of-way, a passage of at least twenty (20) feet in width shall be provided at grade level at intervals not more than 400 feet apart where required for public access from adjacent residential areas or for the safety of the public.
- C. Rear: Thirty (30) feet, when adjacent to residential districts. Adjacent to commercial or industrial districts, no rear yard shall be required.

526.9. **Height Regulations**

The maximum building height for commercial uses shall be sixty (60) feet. For exceptions, see this Code, Chapter 500, Supplemental Regulations.

526.10. **On-site Parking Regulations**

On-site parking shall be provided in accordance with this Code, Section 907.1.

526.11. **Development Plan**

Development plans shall be submitted in accordance with this Code, Chapter 400.

## CHAPTER 500. ZONING STANDARDS

### SECTION 525. C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

#### 525.1. Purpose

The purpose of the C-1 Neighborhood Commercial District is to provide and require a unified and organized arrangement of buildings, service, and parking areas together with adequate circulation and open space in a manner so as to provide and constitute an efficient, safe, convenient, and attractive shopping area to serve neighborhood shopping needs.

#### 525.2. Permitted Uses

##### A. Principal Uses

1. Retail sales for local or neighborhood needs, to the following limited extent, and when such business is conducted entirely within a building:
  - a. The sale of baked goods and pastries, candy and confectioneries, dairy and ice cream, groceries and meats, fruit and vegetables.
  - b. The sale of books, magazines, newspapers, tobacco, drugs, gifts, and stationery.
  - c. Eating places, lunchrooms, restaurants, cafeterias, and places for the sale and consumption of soft drinks, juices, and ice cream, but excluding places providing dancing or entertainment.
  - d. Service establishments, including barber and beauty shops, custom tailor shops, laundry agencies, self-service laundries, shoe repair, dry cleaning, pressing or tailoring shops, and florist retail outlets in which only nonexplosive and nonflammable solvents and materials are used and where no work is done on the premises for retail outlets elsewhere.
2. Day-care centers.
3. Financial institutions and professional offices.
4. Public service facilities, such as police and fire stations.
5. Essential service installations that are essential to the adequate distribution of service, provided it shall not include a business facility, repair facility, storage of materials outside a structure, storage of a vehicle, or housing or quarters for an installation or repair crew. The

installation shall be subject to approval with respect to use, design, yard area, setback, and height.

6. Parking lots and parking garages.
7. Medical, dental, photographic, or similar laboratories and clinics or hospitals.
8. Radio and television broadcasting studios.
9. Other uses which are similar or compatible to the permitted uses.
10. Residential treatment and care facilities.
11. One (1) single-family unit which is accessory to a permitted commercial use and located on the same lot.
12. Public buildings and public utility facilities to include the following: government structures and uses, churches, civic organizations, day nurseries, and public schools. However, any public school located within 1,000 feet of a pre-existing, alcoholic beverage business establishment shall not object to the proximity of such business to the school.

B. Accessory Uses

1. Accessory uses customarily incidental to an allowed principal use.
2. Signs in accordance with this Code.

525.3. Conditional Uses

- A. The sale or consumption of alcoholic beverages within alcoholic beverage business establishments as defined in this Code and as permitted under County, State, and Federal regulations provided:
1. No such sale or consumption of alcoholic beverages may occur or be conducted within 1,000 feet of any school, church, place of worship, or park as measured from the structure used as a proprietor's place of business to the nearest property line of the school, church, place of worship, or park.
  2. The sale or consumption of alcoholic beverages complies with conditional use standards set forth in this Code and has been approved by the Board of County Commissioners in accordance with this section.
  3. The premises or building in which the alcoholic beverage sales or consumption are to be conducted or occur shall not be used as an adult entertainment establishment.

- B. Medical waste disposal facilities subject to the following performance standards: all activities shall be in conformance with standards established by the County, State, and Federal government. Activities shall emit no obnoxious, toxic, or corrosive dust, dirt, fly ash, fumes, vapors, or gases which can cause any damage to human health, to animals or vegetation, or to other forms of property, or which can cause any soiling or staining of persons or property at any point beyond the lot line of the use creating the emission; discharge no smoke of a consistency which will restrict the passage of sunlight beyond the property line; emit any obnoxious odor perceptible beyond the lot boundaries; produce no heat or glare perceptible beyond the lot boundary; produce no electromagnetic radiation or radioactive emission injurious to human beings, animals, or vegetation (electromagnetic radiation or radioactive emissions shall not be of any intensity that interferes with the use of any other property); discharge of any untreated potentially dangerous effluent from operations into local surface or subsurface drainage courses.
- C. Helicopter landing pads, provided that no such landing pad be located closer than 1,000 feet from the closest property line of a school that provides a curriculum of elementary or secondary academic instruction, including kindergarten, elementary, middle, or high schools.

525.4. **Special Exception Uses**

- A. Vehicle service station, repair garages, and washing uses provided:
  - 1. No principal structure or accessory structure is located closer than thirty (30) feet to a residential district.
  - 2. No street entrance or exit for vehicles and no portion or equipment of such service station or other drive-in uses shall be located:
    - a. Within 200 feet of a street entrance or exit of any school, park, or playground conducted for and attended by children.
    - b. Within 100 feet of any hospital, church, or library.
    - c. Within seventy-five (75) feet of a lot in a residential district as established in this chapter.
  - 3. No canopy shall be closer than fifteen (15) feet of the right-of-way of any road or street subject to this Code.
  - 4. No pump island shall be closer than twenty-five (25) feet of the right-of-way of any road or street subject to this Code.
- B. Establishments providing dancing or entertainment.
- C. Animal hospital or veterinary clinic provided that any such use shall be conducted wholly within a completely enclosed building, except for fenced

kennel areas, and further provided that no such fenced kennel area shall be located closer than 1,500 feet to a residential district.

- D. Public and private utility facilities, to include the following: County, State, or Federal structures and uses; water pumping plants; transmission lines for gas, electric, and telephones, or broadcasting or communication towers and facilities; and other conforming uses which do not cause an undue nuisance or adversely affect existing structures, uses, and residents.
- E. Miniwarehousing and storage units:
  - 1. The development shall be limited to dead storage only and excludes sales and offices.
  - 2. A landscaped strip, twenty (20) feet in width, shall be provided along all street frontages and along borders where subject property abuts any residential zoning district.
  - 3. Fencing shall be required around the perimeter of the project, a minimum six (6) feet in height, either decorative concrete block or chain-link fence with slats or similar material.
  - 4. All outdoor storage yards shall be screened from view of surrounding properties.
  - 5. One (1) office space and living quarters for a manager shall be permitted.
- F. Private schools

525.5. **Area and Lot Width Regulations**

Neighborhood commercial stores:

- A. Minimum lot area: 10,000 square feet.
- B. Minimum lot width: Eighty (80) feet.

525.6. **Coverage Regulations**

Lot Coverage: All buildings, including accessory buildings, shall not cover more than fifty (50) percent of the lot.

525.7. **Yard Regulations**

The following minimum building line setbacks measured from the property lines are required in yard areas listed below unless otherwise specified:

- A. Front: Twenty-five (25) feet.
- B. Side: a side depth of thirty (30) feet per side from residential districts; no side yard shall be required where two or more commercial districts or an industrial

and commercial district adjoin side by side; however, in no case shall common walls be permitted between properties of separate ownership. In the case of such a series of adjoining structures on lots of single and separate ownership abutting and paralleling a public right-of-way, a passage of at least twenty (20) feet in width shall be provided at grade levels at intervals not more than 400 feet apart where required for public access from adjacent residential areas or for the safety of the public.

- C. Rear: thirty (30) feet, when adjacent to residential districts; adjacent to commercial or industrial districts, no rear yard shall be required.

525.8. **Height Regulations**

The maximum building height for commercial uses shall be thirty-five (35) feet. For exceptions, see this Code, Chapter 500, Supplemental Regulations.

525.9. **On-Site Parking**

On-site parking shall be supplied in accordance with this Code, Section 907.1.

525.10. **Performance Standards for Conditional Uses and Special Exceptions**

All activities shall be in conformance with standards established by the County, State, and Federal government.

525.11. **Development Plan**

Development plans shall be submitted in accordance with this Code, Chapter 400.



## CHAPTER 500. ZONING STANDARDS

### SECTION 503. A-C AGRICULTURAL DISTRICT

#### 503.1. Purpose

The purpose of the A-C Agricultural District is to preserve the rural and open character of various lands within the County. These lands are agricultural lands; sites of vital, natural water resource functions; areas with highly productive, natural plant and animal communities; and areas with valuable topographic and/or subsurface features, all of which are necessary to sustain and enhance the quality of life in the County.

Those uses will be allowed which are compatible with these overall objectives.

#### 503.2. Permitted Uses

##### A. Principal Uses

1. Agriculture, general farming, and horticulture to include animal feedlots; the commercial hatching or raising of poultry; the production of eggs; the raising of hogs; pasturage of animals, such as cattle and horses; citrus groves (as well as other fruits); forestry; plant nurseries; sheds; stables; barns; truck farms; fish hatcheries; fish pools, and other structures devoted to the on-site farm uses.
2. Dwellings. Single-family detached dwellings on individual lots and single-family mobile homes on individual lots, where they are securely anchored as required by the County Building Code.
3. Temporary roadside stands used on a seasonal basis for the sale of fruits, vegetables, and other agriculturally related products.
4. Public and private parks and playgrounds.
5. Noncommercial boat slips and piers or private docking facilities with the approval of the various State and/or Federal agencies where mandatory.
6. Noncommercial recreation facilities including parks, playgrounds, and camps for youths and adults.
7. Public and semipublic buildings and facilities to include the following: County, State, or Federal structures and uses; churches; civic organizations; and schools.
8. Residential treatment and care facilities, subject to a minimum site area of ten (10) acres.

B. Accessory Uses

1. Minor home occupations (unless a special exception per Section 530.21.1.D.5).
2. Private garages and parking areas.
3. Private swimming pools and cabanas in accordance with this Code.
4. Signs in accordance with this Code.
5. Other accessory uses customarily incidental to an allowed principal use.

503.3. Conditional Uses

- A. Gun and archery range clubs and indoor or outdoor firing and archery ranges, subject to a minimum site area of ten (10) acres.
- B. Aircraft and helicopter landing fields, subject to approval by the Federal Aviation Administration and compliance with appropriate State and local laws, provided that no aircraft landing field or helicopter pad be located closer than 1,000 feet from the closest property line of a school that provides a curriculum of elementary or secondary academic instruction, including kindergarten, elementary, middle, or high schools.
- C. Parachute drops.
- D. Amusement parks.
- E. Automobile race tracks.
- F. Medical waste disposal facilities.
- G. Auction houses.
- H. Flea markets.
- I. Drive-in theaters.
- J. Construction and demolition debris dumps, subject to all local, State, and Federal regulations.
- K. Sanitary landfills, subject to all local, State, and Federal regulations.
- L. Yard trash disposal facilities.
- M. Mining and/or reclamation including, but not limited to, mining or extraction of limestone, clay, sand, natural gas, oil, and organic soils, subject to all local, State, and Federal regulations.

- N. Sludge, septage, and other waste disposal sites.
- O. Wastewater treatment plants, except when accessory to a development.
- P. Fertilizer manufacturing.
- Q. Saw mills.

503.4. **Performance Standards for Conditional and Special Exception Uses**

All activities shall be in conformance with standards established by the County, State, and Federal government.

503.5. **Special Exception Uses**

- A. Bed and breakfast, tourist homes.
- B. Major Home Occupations.
- C. Country clubs and golf courses.
- D. Day-care centers.
- E. Public and private utility facilities to include the following:
  - 1. County, State, or Federal structures and uses.
  - 2. Water pumping plants; transmission lines for gas, electric, and telephones or for broadcasting or communication towers and facilities.
  - 3. Other conforming uses which do not cause an undue nuisance or adversely affect existing structures, uses, and residents.
- F. Storage and repair facilities for essential public services.
- G. Cemeteries, mausoleums, and crematoriums.
- H. Animal hospitals or veterinarian clinics and dog kennels.
- I. Accessory uses customarily incidental to an allowed special exception use.
- J. **Farm Feed and Supplies Establishments**

The following criteria and requirements shall apply to all farm feed and supplies establishments:

- 1. Feed—livestock, poultry, and pets.
- 2. Animal health products.

3. Lawn and garden supplies.
4. Fertilizer, insecticides, and pesticides.
5. Leather goods and tack.
6. Fence posts and supplies to be enclosed in an opaque buffer.
7. No equipment, such as lawn mowers, tractors, and accessories, shall be stored or repaired on this site.
8. There shall be a minimum fifty (50) foot setback from all property lines for the building and storage areas, except as incidental to the above uses.

K. Duplexes.

L. Private schools.

503.6. **Area, Density, and Lot Width Requirements**

A. **Single-Family Detached Dwellings and Mobile Homes**

1. Minimum lot area: ten (10) acres.
2. Maximum possible gross density: 0.10 (nonfarm) dwelling units per acre, subject to compliance with the Comprehensive Land Use Map Classification.
3. Minimum lot width: 250 feet.
4. Single-family detached dwellings and mobile homes in the A-C Agricultural District are required to meet all of the standards above, except when such units are developed in a CS-MPUD Conservation Subdivision Master Planned Unit Development in accordance with this Code, the minimum lot area requirements and lot width requirements shall not apply.

B. **All Other Uses**

No minimum lot areas are required, subject to meeting minimum yard and coverage regulations.

503.7. **Coverage Regulations**

All buildings, including accessory buildings, shall not cover more than fifteen (15) percent of the total lot area.

503.8. **Yard Regulations**

The following minimum building line setbacks measured from the right-of-way or edge of ingress/egress easement (where there is no right-of-way) are required in front yard areas. All other yard areas shall be measured from the property line.

- A. Front: Fifty (50) Feet
- B. Side: Twenty-five (25) Feet
- C. Rear: Fifty (50) Feet
- D. Single-family detached dwellings and mobile homes in the A-C Agricultural District are required to meet all of the standards above, except when such units are developed in a CS-MPUD in accordance with this Code, the minimum lot area requirements and lot width requirements shall not apply.

503.9. **Height Regulations**

Building height. Thirty-five (35) feet maximum; however, no dwelling shall be less than ten (10) feet in height. For exceptions, see this Code, Chapter 500, Supplemental Regulations.

503.10. **On-Site Parking Regulations**

On-site parking shall be provided in accordance with this Code.

503.11. **Development Plan**

A development plan shall be submitted in accordance with this Code.

## **CHAPTER 800. NATURAL AND CULTURAL RESOURCES PROTECTION**

### **SECTION 806. RIVERS AND SURFACE WATERS**

#### **806.1. Intent and Purpose**

It is the intent and purpose of this section to protect, maintain, and enhance the quality of riverine and surface waters by requiring mandatory setback areas , containing vegetation, from certain rivers and surface waters and to regulate the uses within those areas consistent with the intent and purpose of Policy CON 1.6.1 of the Comprehensive Plan.

#### **806.2. Applicability**

This section shall apply to all new development adjacent to the Anclote, Hillsborough, Pithlachascotee, and Withlacoochee Rivers; Outstanding Florida Waters (Rule 62-302.700, Florida Administrative Code); and Shellfish Harvesting Areas as classified by the Florida Department of Agriculture and Consumer Services.

#### **806.3. Identification and Delineation of Rivers and Protected Water Bodies**

All applications for land use amendments, development of regional impact, zoning amendments, and all site development shall include and identify the presence, as applicable, of the Anclote, Hillsborough, Pithlachascotee, and Withlacoochee Rivers; Outstanding Florida Waters; and Shellfish Harvesting Areas. The precise delineation of the mean annual flood line, wetland jurisdictional line, ordinary high water or mean high water, shall be determined through site specific studies and field determinations by the applicant and the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection, and/or the Army Corps of Engineers, as applicable, prior to construction plan approval.

#### **806.4. Mandatory Setback Areas**

- A. A fifty (50) foot wide area from the mean annual flood line as identified and delineated pursuant to Section 806.3 is required adjacent to the Anclote, Hillsborough, Pithlachascotee, and Withlacoochee Rivers.
- B. A fifty (50) foot wide area from the landwardmost, wetland jurisdictional line or the ordinary high water, or mean high water of Outstanding Florida Waters and Shellfish Harvesting Areas.

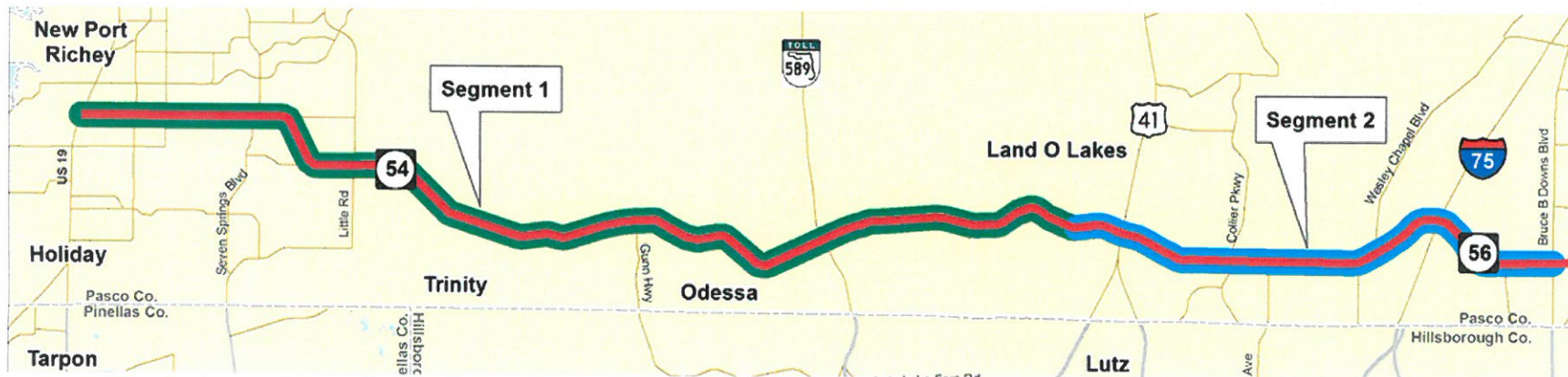
#### **806.5. Restriction on Uses within River and Protected Water Body Setback Areas**

- A. Where setback areas are not platted as a separate tract, the setback areas shall not be included in the minimum lot size.
- B. The setback areas shall remain in native vegetation except where provided for below.

- C. Impervious surfaces are prohibited within the setback areas, except where appropriate to accommodate the following:
  - 1. Bona fide agricultural activities;
  - 2. Storm management facilities;
  - 3. Water access facilities, seawalls, and docks; or
  - 4. Other impervious surfaces as provided for in the Comprehensive Plan.
- D. Other activities and structures not requiring the use of impervious surfaces shall be allowed.

[\(index.html\)](#)[Home \(index.html\)](#)[Project Info \(projectinfo.html\)](#)[Task Forces \(taskforces.html\)](#)[Documents \(documents.html\)](#)[Calendar \(calendar.html\)](#)[Questions/Comments \(questions.html\)](#)[Contact \(contact.html\)](#)

## Project Information



## WELCOME TO VISION 54/56!

MOBILITY 2040: A Vision for the SR 54/56 Corridor, also known as Vision 54/56, is a study designed to define a transportation vision for the future of the SR 54/56 corridor, from Us 19 in eastern Pasco County to Bruce B. Downs Boulevard. The corridor is being evaluated in two segments:

- Segment 1: US 19 to West of US 41
- Segment 2: West of US 41 to Bruce B. Downs Boulevard

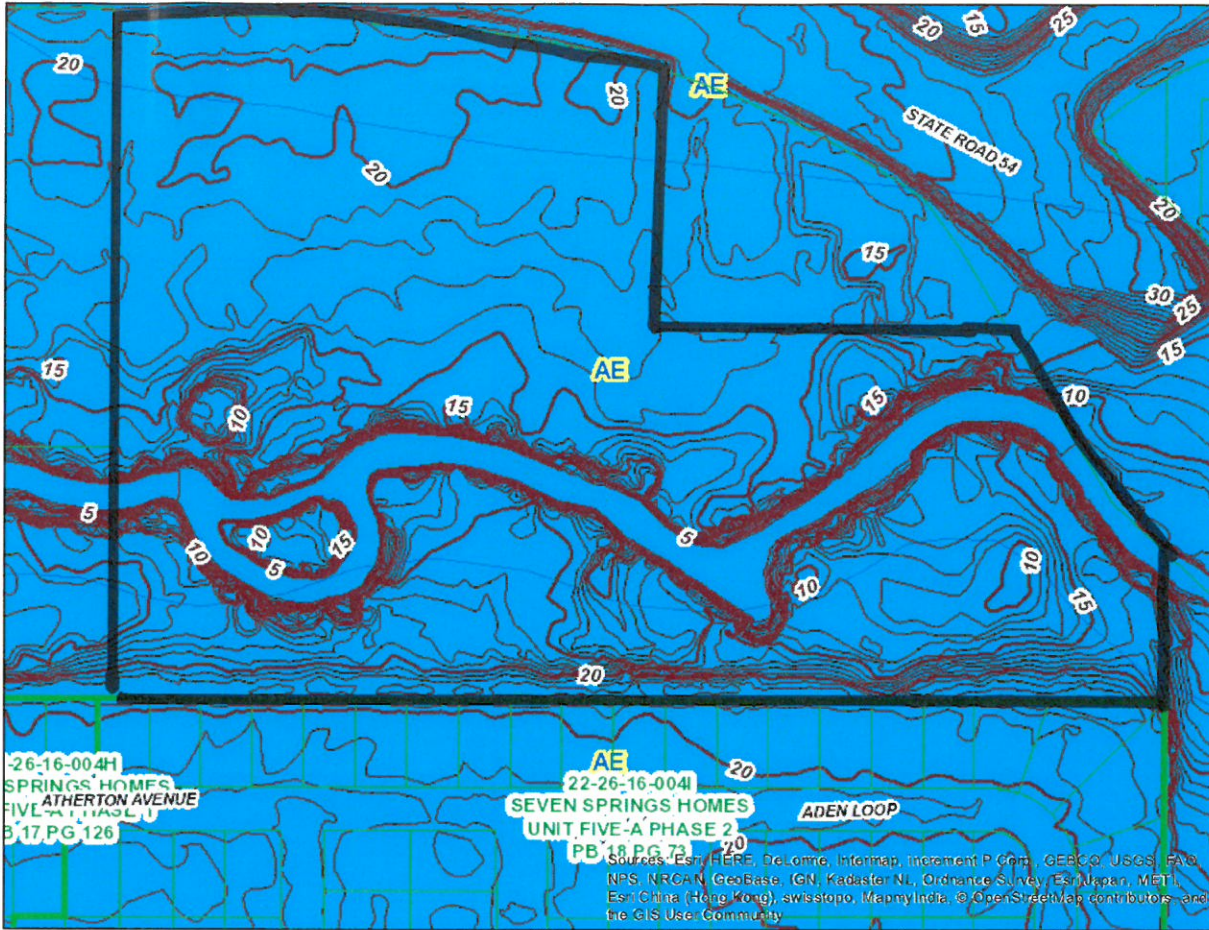
The main objective of this study is to develop consensus on the best solutions for addressing congestion, safety, and mobility within the SR 54/56 corridor. The study is being carried out in two phases:

- Phase 1: Defining the Alternatives – The purpose of Phase 1 is to:
  - Facilitate education and discussion of possible solutions for the corridor.
  - Identify, discuss, and reduce the universe of alternatives to 5 or 6.
  - Document the Phase 1 efforts, present the results to the MPO Board, and obtain a decision as to whether to move forward to Phase 2.
- Phase 2: Evaluating the Alternatives and Selecting a Preferred Alternative – The purpose of Phase 2 is to:
  - Evaluate the 5 to 6 alternatives resulting from Phase 1.
  - Facilitate extensive public engagement and outreach.
  - Select and refine a preferred alternative.
  - Develop an implementation plan.











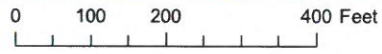


**Legend**

-  Parcel (Lines)
-  Subdivision (Boundaries and Labels)
-  Blocks (Boundaries and Labels)
-  1' Topo, 5' Interval, Auto on @ 1" = 200'



**Mike Wells**  
Pasco County Property Appraiser



November 10, 2016

**Topo**

Pasco County Property Appraiser



# Executive Summary

7800 SR-54, New Port Richey, Florida, 34653  
Rings: 1, 3, 5 mile radii

Prepared by Esri  
Latitude: 28.21701  
Longitude: -82.68621

	1 mile	3 miles	5 miles
<b>Population</b>			
2000 Population	8,716	59,319	124,181
2010 Population	9,733	67,320	138,765
2016 Population	9,756	68,197	142,328
2021 Population	9,970	70,212	148,010
2000-2010 Annual Rate	1.11%	1.27%	1.12%
2010-2016 Annual Rate	0.04%	0.21%	0.41%
2016-2021 Annual Rate	0.43%	0.58%	0.79%
2016 Male Population	48.0%	47.8%	48.2%
2016 Female Population	52.0%	52.2%	51.8%
2016 Median Age	42.8	46.6	47.7

In the identified area, the current year population is 142,328. In 2010, the Census count in the area was 138,765. The rate of change since 2010 was 0.41% annually. The five-year projection for the population in the area is 148,010 representing a change of 0.79% annually from 2016 to 2021. Currently, the population is 48.2% male and 51.8% female.

### Median Age

The median age in this area is 42.8, compared to U.S. median age of 38.0.

### Race and Ethnicity

2016 White Alone	90.8%	89.8%	89.3%
2016 Black Alone	2.4%	2.9%	3.2%
2016 American Indian/Alaska Native Alone	0.2%	0.3%	0.4%
2016 Asian Alone	2.5%	2.3%	2.1%
2016 Pacific Islander Alone	0.1%	0.0%	0.0%
2016 Other Race	1.8%	2.3%	2.4%
2016 Two or More Races	2.3%	2.5%	2.5%
2016 Hispanic Origin (Any Race)	11.3%	10.7%	11.0%

Persons of Hispanic origin represent 11.0% of the population in the identified area compared to 17.9% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 35.8 in the identified area, compared to 63.5 for the U.S. as a whole.

### Households

2000 Households	3,762	25,695	55,739
2010 Households	4,110	28,787	60,388
2016 Total Households	4,071	28,705	61,053
2021 Total Households	4,138	29,319	63,018
2000-2010 Annual Rate	0.89%	1.14%	0.80%
2010-2016 Annual Rate	-0.15%	-0.05%	0.18%
2016-2021 Annual Rate	0.33%	0.42%	0.64%
2016 Average Household Size	2.37	2.35	2.31

The household count in this area has changed from 60,388 in 2010 to 61,053 in the current year, a change of 0.18% annually. The five-year projection of households is 63,018, a change of 0.64% annually from the current year total. Average household size is currently 2.31, compared to 2.28 in the year 2010. The number of families in the current year is 37,492 in the specified area.

**Data Note:** Income is expressed in current dollars

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021. Esri converted Census 2000 data into 2010 geography.



# Executive Summary

7800 SR-54, New Port Richey, Florida, 34653  
Rings: 1, 3, 5 mile radii

Prepared by Esri  
Latitude: 28.21701  
Longitude: -82.68621

	1 mile	3 miles	5 miles
<b>Median Household Income</b>			
2016 Median Household Income	\$41,203	\$40,691	\$39,432
2021 Median Household Income	\$43,034	\$44,366	\$42,020
2016-2021 Annual Rate	0.87%	1.74%	1.28%
<b>Average Household Income</b>			
2016 Average Household Income	\$52,205	\$55,735	\$56,237
2021 Average Household Income	\$55,402	\$60,362	\$60,927
2016-2021 Annual Rate	1.20%	1.61%	1.61%
<b>Per Capita Income</b>			
2016 Per Capita Income	\$22,092	\$24,010	\$24,451
2021 Per Capita Income	\$23,287	\$25,770	\$26,252
2016-2021 Annual Rate	1.06%	1.42%	1.43%

Current median household income is \$39,432 in the area, compared to \$54,149 for all U.S. households. Median household income is projected to be \$42,020 in five years, compared to \$59,476 for all U.S. households

Current average household income is \$56,237 in this area, compared to \$77,008 for all U.S. households. Average household income is projected to be \$60,927 in five years, compared to \$84,021 for all U.S. households

Current per capita income is \$24,451 in the area, compared to the U.S. per capita income of \$29,472. The per capita income is projected to be \$26,252 in five years, compared to \$32,025 for all U.S. households

<b>Housing</b>			
2000 Total Housing Units	4,230	28,573	64,390
2000 Owner Occupied Housing Units	3,093	21,418	44,823
2000 Renter Occupied Housing Units	669	4,277	10,915
2000 Vacant Housing Units	468	2,878	8,652
2010 Total Housing Units	5,165	33,742	72,758
2010 Owner Occupied Housing Units	3,142	21,477	44,093
2010 Renter Occupied Housing Units	968	7,310	16,295
2010 Vacant Housing Units	1,055	4,955	12,370
2016 Total Housing Units	5,178	34,257	74,493
2016 Owner Occupied Housing Units	2,926	20,091	41,753
2016 Renter Occupied Housing Units	1,145	8,614	19,300
2016 Vacant Housing Units	1,107	5,552	13,440
2021 Total Housing Units	5,234	35,022	76,963
2021 Owner Occupied Housing Units	2,939	20,427	42,854
2021 Renter Occupied Housing Units	1,199	8,892	20,165
2021 Vacant Housing Units	1,096	5,703	13,945

Currently, 56.0% of the 74,493 housing units in the area are owner occupied; 25.9%, renter occupied; and 18.0% are vacant. Currently, in the U.S., 55.4% of the housing units in the area are owner occupied; 32.9% are renter occupied; and 11.7% are vacant. In 2010, there were 72,758 housing units in the area - 60.6% owner occupied, 22.4% renter occupied, and 17.0% vacant. The annual rate of change in housing units since 2010 is 1.05%. Median home value in the area is \$125,809, compared to a median home value of \$198,891 for the U.S. In five years, median value is projected to change by 4.10% annually to \$153,797.

**Data Note:** Income is expressed in current dollars

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021. Esri converted Census 2000 data into 2010 geography.

# Old Republic National Title Insurance Company

## COMMITMENT Schedule A

Effective Date:  
December 7, 2016 @ 08:00 AM

Agent's File Reference:  
16-P-0784

Premium  
\$ TBD

1. Policy or Policies to be issued: Proposed Amount of Insurance:
- OWNER'S: ALTA Owner's Policy (6/17/06). (With Florida Modifications) \$1.00
- Proposed Insured: TBD
- MORTGAGEE: ALTA Loan Policy (6/17/06). (With Florida Modifications) \$
- Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Charles S. Taylor as Trustee(s) of the Charles S. Taylor Living Trust dated March 1, 2011

4. The land referred to in this Commitment is described as follows:

Commencing at the Northeast corner of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, thence South 00° 22' 07" West along the East line of said Section 22, 50.00 feet to the South Right-of-Way line of State Road 54; thence North 89° 31' 33" West along said Right-of-Way line 728.65 feet to the O.B.; thence continue North 89° 31' 33" West 634 feet; thence South 00° 20' 39" West 800 feet; thence South 89° 31' 33" East 1222.31 feet; thence North 00° 22' 07" East 430 feet; thence North 89° 31' 33" West 588.65 feet; thence North 00° 22' 07" East 370 feet to the Point of Beginning.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Issuing Agent:

Putnam, Creighton & Airth, P.A.  
500 S. Florida Avenue  
Suite 300  
Lakeland, FL 33801

Agent No.: B09288

**DRAFT**

Agent's Signature  
Abel A. Putnam  
Attorney at Law

# Old Republic National Title Insurance Company

## *COMMITMENT*

### **Schedule B-I**

Agent's File Reference:  
16-P-0784

- I. The following are the requirements to be complied with:
  1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
  2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
    - A. Warranty Deed from Charles S. Taylor as Trustee(s) of the Charles S. Taylor Living Trust dated March 1, 2011, to TBD.
    - B. Affidavit or other evidence of the identity and authority of the current trustee of the Charles S. Taylor Living Trust dated March 1, 2011 (the Closing Agent is to be provided with a true and correct copy of the Trust and all amendments thereto).
  3. Note: 2016 Property Tax in the gross amount of \$11,525.09 are PAID on PIN: 22-26-16-0000-00200-0022

# Old Republic National Title Insurance Company

## *COMMITMENT* **Schedule B-II**

Agent's File Reference:  
16-P-0784

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
  2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
  3. Rights or claims of parties in possession.
  4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
  5. Easements or claims of easements not shown by the Public Records.
  6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
  7. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.
  8. Easement in favor of Florida Power Corporation recorded in Deed Book 132 Page 454, and Subordination recorded in O.R. Book 162 Page 217.
  9. Right of Way Deed for State Road 54 recorded in O.R. Book 178 Page 590.
  10. Easement in favor of Florida Power Corporation recorded in O.R. Book 627 Page 743, and Partial Release recorded in O.R. Book 977 Page 156.
  11. Easement Agreement recorded in O.R. Book 805 Page 703.
  12. Utility Easement recorded in O.R. Book 747 Page 115, and Subordination of Interest recorded in O.R. Book 3428 Page 515 and in O.R. Book 3428 Page 523, and Assignment of Easement recorded in O.R. Book 8031 Page 1854.
  13. Agreement recorded in O.R. Book 773 Page 57.
  14. Agreement recorded in O.R. Book 992, Page 1488.
  15. Order of Taking recorded in O.R. Book 3488 Page 1246.
  16. Underground Pipeline Right-Of-Way Utilization Agreement recorded in O.R. Book 4107 Page 556 and Amendment recorded in O.R. Book 6807 Page 216 and Second Amendment recorded in O.R. Book 8893 Page 1064.
  17. Resolution by the Board of County Commissioners of Pasco County recorded in O.R. Book 8225 Page 1173.





8  
9th Subland of Eminent in RR. Book 162 Page 217

ANCLORE MARK, INC. DO. FLORIDA I.O.E. CONF.

EASEMENT

WITNESSETH THAT the undersigned in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, a corporation organized and existing under the laws of the State of Florida, and to its successors, assigns and lessees, the right, privilege and easement forever, to construct, operate and maintain a pole and/or tower line for the transmission and distribution of electricity, including necessary communication and other wires, towers, poles, guy and brace poles, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith, over, upon and across the following described tract of land in Insko County, State of Florida, to-wit:

West Quarter (W<sup>1</sup>) of Section Fourteen (14), Township Twenty-six (26) South, Range Sixteen (16) East; East Half (E<sup>1</sup>) of the Southeast Quarter (SE<sup>1</sup>) of Section Fifteen (15), Township Twenty-six (26) South, Range Sixteen (16) East; East Quarter (E<sup>1</sup>) of Section Twenty-two (22), Township Twenty-six (26) South, Range Sixteen (16) East; East Half (E<sup>1</sup>) of Northeast Quarter (NE<sup>1</sup>) of Section Twenty-seven (27) Township Twenty-six (26) South, Range Sixteen (16) East; the Southwest Quarter (SW<sup>1</sup>) of Southeast Quarter (SE<sup>1</sup>) and North Half (N<sup>1</sup>) of Southeast Quarter (SE<sup>1</sup>) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Sixteen (16) East; Southeast Quarter (SE<sup>1</sup>) of Section Thirty-three (33), Township Twenty-six (26) South, Range Sixteen (16) East,

which tracts contain.....acres, more or less, and over, upon, across and along the roads, streets and highways adjoining said tract; together with the right to patrol, inspect, alter, improve, repair and rebuild the same and to remove such lines, wires, towers, poles, attachments, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in anyway, endanger the proper operation of the same, including also, the right to enter over adjoining lands of the grantors for the purpose of exercising the rights and privileges therein granted.

The grantor covenants that it has the right to convey the said easement, that the grantee, its successors and assigns, shall have quiet and peaceable possession, use and enjoyment of said easement, and that the grantor will execute such further assurances of said easement as may be required.

IN WITNESS WHEREOF the grantor has caused this easement to be executed in its name and on its behalf by its President, attested by its Secretary and its corporate seal hereunto affixed, this the 7th day of July, A. D. 1927.

(CORPORATE SEAL) ANCLORE MARK, INC., (SEAL)  
BY Leroy Brandon, President.

ATTEST:  
Mary A. Plumb, secretary.

Signed, sealed and delivered in the presence of:

DOUGLAS EDWARDS  
LORRIS E. LIVINGSTON  
SEAL OF FLORIDA )  
COUNTY OF INDIANAS )

Before me, the undersigned authority, personally appeared LEROY BRANDON to me well known and known to me to be the person authorized to and who executed the foregoing easement,

and he as such officer and individual stated and acknowledged before me that he was authorized to and executed the same in his official capacity as President of, and for, and on behalf of the Anclote Park, Inc., a corporation, as the free act and deed of said corporation, for the uses and purposes therein expressed.

I, JAMES W. BRADY, have hereunto set my hand and official seal, at Clearwater, in the said Pinellas County, and State of Florida, this 7th day of July, A. L. 1927.

(NOTARIAL SEAL)  
My Commission expires: Dec. 7, 1930

Dorothy Douglas  
Notary Public, State of Florida.

Filed For Record July 23, 1940, at 3:23 P.M.

A. J. WATKINS, CLERK

By: Bartholomew Ansel Hammett D.C.

ARIPEKA SAW MILLS, TO FLORIDA POWER CORPORATION,

EASEMENT

BEFORE ME, JAMES W. BRADY, Notary Public, State of Florida, that Aripeka Saw Mills, a corporation organized and existing under the laws of the State of Georgia, for and in consideration of the sum of One Dollar, and other valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, does grant and convey to the Florida Power Corporation, a corporation organized and existing under the laws of the State of Florida, with its principal place of business in St. Petersburg, its legal representatives, successors, assigns and lessees, the right, privileges, and easement, with the full use and enjoyment thereof, to construct, operate and maintain its transmission lines, towers, wires, poles, equipment and fixtures, including necessary communications and other accessories in connection therewith, over, along and upon the following described tracts of land in Pinellas County, State of Florida, to-wit:

East One-half (E½) of Northeast Quarter (NE¼);  
North Half (N½) of Southeast Quarter (SE¼);  
Southwest Quarter (SW¼) of Southeast Quarter (SE¼);  
and Southeast Quarter (SE¼) of Southwest Quarter (SW¼) of Section 6;  
North half (N½) of Northwest Quarter (NW¼) and Southwest Quarter (SW¼) of Northwest Quarter (NW¼), of Section 7;  
Northwest Quarter (NW¼) of Northwest Quarter (NW¼), of Section 8;  
All in Township 25 South, Range 17 East.

Said routing over and across said property to be in accordance with the survey and lines as now constructed and being operated, said easement for right-of-way being granted over a strip of land one hundred feet (100 ft.) wide, extending fifty feet (50ft.) on each side of center line of said transmission line as now constructed and being operated through the hereinabove described property in a north and south direction, together with all necessary equipment, attachments and other fixtures as above recited, together with the right of ingress and egress to and from said transmission lines; the right to inspect, repair, rebuild, replace and remove said transmission lines or any part or accessory thereof, and to increase or decrease the number of wires or voltages thereof; also the right to cut and remove and to keep cut and removed all trees, underbrush and obstructions within the limits of the said easement for right-of-way which may interfere with, or be likely to interfere with, the safe use of the hereinabove rights and privileges and the proper and efficient operation of said lines.

It is further covenanted and agreed that in the event the Company, its successors, assigns, or lessees, should abandon or discontinue the said transmission lines and/or cease to

INDEXED	FILED

FORM 104 REVISED

SRD NO. 93  
SECTION NO. 14570-2151  
STATE ROAD NO. S-54  
Pasco COUNTY

Corporation

**SUBORDINATION OF ENCUMBRANCE TO PROPERTY RIGHTS TO STATE OF FLORIDA**

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by the STATE OF FLORIDA, by and through its component agency, The State Road Department of Florida, to locate, construct, maintain and/or improve a portion of State Road 88-54, Section 14570 in Passco County, Florida, in accordance with survey and plans on file in the office of the State Road Department of Florida; and,

WHEREAS, A portion of the lands involved and necessary to said section of road is subject to an    held by the undersigned; and,

WHEREAS, On behalf of the State of Florida a request has been made for the undersigned to subordinate said encumbrance to the property rights of the State of Florida in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and one dollar and other good and valuable considerations, paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrance to the property rights of the State of Florida, to locate, construct, maintain and/or improve said section of road over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Passco County, Florida, to-wit: That part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East;

Lying within 50 feet of the Survey Line of State Road 88-54, Section 14570, said Survey Line being described as follows:

Begin at the Northwest corner of Section 22, Township 26 South; Range 16 East; run thence South 89° 30' 31" East 5317.71 feet to the Northeast corner of said Section 22, LESS existing Right of Way.

Containing 1.65 acres more or less.

STATE ROAD DEPARTMENT OF FLORIDA  
DIVISION OF RIGHTS OF WAY  
DESCRIPTION APPROVED  
SEP 19 1960 BY MJB

Ed W. Kennel 1300  
 101 1st 4 + 3  
 1000000

162 PAGE 218

FILED FOR RECORD  
 PASCO COUNTY, FLA.  
 1961 JAN -6 AM 11:22

Stanley Burnside  
 CLERK CIRCUIT COURT

87891

FLORIDA  
 COUNTY OF PINELLAS  
 I, Stanley Burnside, Clerk of the Circuit Court  
 of Pasco County, Florida, at the date  
 of this instrument, have checked and  
 recorded the same in Book and  
 Page noted within. Record verified  
 STANLEY C. BURNSIDE, Clerk Circuit Court  
 Pasco County, Florida, D.C.

inscribed on and recorded are affected by the following described encumbrance now held by the under-  
 signed:

Nature of Encumbrance	Date	From or Against	In Favor of	Recorded Book Page
Easement	July 7, 1927	Anclote Park, Inc.	Florida Power Corporation	D. B. 132 Page 454

PROVIDED, ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrance insofar as same affects the rights and privileges of the State of Florida in its use of the land specifically above described, for highway purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize or diminish the effect of said encumbrance or the remedies at law or in equity for recovering thereout, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by the State and cease to be used for highway construction and maintenance purposes that in such event the subordination of said encumbrance shall terminate in and to such portion abandoned and no longer used as aforesaid, and the encumbrance become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF the said holder of said encumbrance has duly executed this instrument this 8th day of December, A. D. 1960

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
 (Corporate Seal)

FLORIDA POWER CORPORATION  
 By: [Signature]  
 Its Senior Vice - President  
 ATTEST: [Signature]  
 Its Assistant Secretary

STATE OF FLORIDA  
 COUNTY OF PINELLAS

Before me, the undersigned authority, this day personally appeared H. K. McKean and A. B. Shaver to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Assistant Secretary respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 8th day of December, A. D. 1960  
 My Commission Expires: \_\_\_\_\_  
 Notary Public, State of Florida at Large.  
 My Commission Expires December 26, 1962

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

#9

178 590

(CORP. SW)

SRD NO. 112-Revised  
SECTION 14570-2151  
STATE ROAD S-54  
COUNTY Pasco

SPECIAL WARRANTY DEED

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_, between Mitchell Ranches, Inc.

a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the city of St. Petersburg, County of Pinellas, State of Florida, as party of the first part, and the STATE OF FLORIDA, for the use and benefit of the State Road Dept. of Florida, Holland Building, Tallahassee, Florida, as party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey to the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Pasco, State of Florida, to-wit:

That part of:

Section 14, Township 26 South, Range 16 East, less the E½ of the SE½, of the SE½; the NE½ of Section 22, Township 26 South, Range 16 East, the E½ and the SW½ of the SW½ of Section 24, Township 26 South, Range 16 East; Section 25, Township 26 South, Range 16 East; Section 28, Township 26 South, Range 17 East, South of Gunn Highway and North of the Railroad; the South ¾ of Section 29, Township 26 South, Range 17 East, North of the Railroad; and the NW½ of the NW½ South of Gunn Highway and the South ¾ less the E½ of the NE½ of the SE½ of Section 30, Township 26 South, Range 17 East;

Lying within 50 feet of the Survey Line of State Road S-54, Section 14570 West of Station 225+00.00; lying within 40 feet of said Survey Line between Station 225+00.00 and Station 228+00.00, lying within 50 feet of said Survey Line between Station 228+00.00 and Station 272+00.00, lying within 60 feet of said Survey Line between Station 272+00.00 and Station 288+00.00, lying within 50 feet of said Survey Line between Station 288+00.00 and Station 346+00, lying within 60 feet left and 50 feet right of said survey line between Station 346+00 to Station 358+00, lying within 50 feet both sides of said Survey Line between Station 358+00 and Station 490+00.00, lying within 60 feet Left of and 50 feet Right of said Survey Line East of Station 490+00.00, said Survey Line and Stations being described and located as follows:

Begin at the Northwest corner of Section 22, Township 26 South, Range 16 East, run thence South 89°30'31" East 5103.88 feet to Station 225+00.00; continue thence South 89°30'31" East 213.83 feet to the corners common to Sections 15, 14, 22 and 23, Township 26 South, Range 16 East, thence South 89°32'31" East 86.17 feet to Station 228+00.00; continue thence South 89°32'31" East 4400.00 feet to Station 272+00.00; continue thence South 89°32'31" East 177.05 feet to the beginning of a curve concave to the Southwesterly having a radius of 603.11 feet; thence Southwesterly along said curve 943.16 feet through a central angle of 89°36' to

the end of said curve on the East boundary of said Section 23 (West boundary of Section 24, Township 26 South, Range 16 East), thence South  $0^{\circ}03'29''$  West 479.79 feet to Station 288+00.00; continue thence South  $0^{\circ}03'29''$  West 2177.21 feet to the beginning of a curve concave to the Northeasterly having a radius of 716.20 feet; thence South-easterly along said curve 1122.08 feet through a Central Angle of  $89^{\circ}46'$  to the end of said curve; thence South  $89^{\circ}42'31''$  East 2683.39 feet to Station 346+00, continue thence South  $89^{\circ}42'31''$  East 38.28 feet to the beginning of a curve concave to the Southwesterly having a radius of 1145.92 feet; thence Easterly along said curve 906.0 feet through a Central Angle of  $45^{\circ}18'$  to the end of said curve; thence South  $44^{\circ}24'31''$  East 205.72 feet to Station 358+00, continue thence South  $44^{\circ}24'31''$  East 1178.23 feet to the South boundary of said Section 24 (North boundary of Section 25, Township 26 South, Range 16 East); continue thence South  $44^{\circ}24'31''$  East 2.35 feet to the East boundary of said Section 25 (West boundary of Section 30, Township 26 South, Range 17 East); continue thence South  $44^{\circ}24'31''$  East 3459.96 feet to the beginning of a curve concave to the Northeasterly having a radius of 1145.92 feet; thence Southeasterly along said curve 551 feet through a Central Angle of  $27^{\circ}33'$  to the end of said curve; thence South  $71^{\circ}57'31''$  East 2490.46 feet to the approximate East boundary line of Section 30, Township 26 South, Range 17 East (approximate West boundary line of Section 29, Township 26 South, Range 17 East); continue thence South  $71^{\circ}57'31''$  East 3359.04 feet to the beginning of a curve concave to the Northerly having a radius of 1145.92 feet; thence Northeasterly along said curve 535.33 feet through a Central Angle of  $26^{\circ}46'$  to the end of said curve; thence North  $81^{\circ}16'29''$  East 1526.12 feet to the approximate East boundary line of Section 29, Township 26 South, Range 17 East (approximate West boundary line of Section 28, Township 26 South, Range 17 East); continue thence North  $81^{\circ}16'29''$  East 95.51 feet to Station 490+00.00; continue thence North  $81^{\circ}16'29''$  East 21.44 feet to the beginning of a curve concave to the Southerly having a radius of 1145.92 feet; thence Southeasterly along said curve 520 feet through a Central Angle of  $26^{\circ}00'$  to the end of said curve; thence South  $72^{\circ}43'31''$  East 768.22 feet to the beginning of a curve concave to the Northerly having a radius of 1145.92 feet; thence Easterly along said curve 661.67 feet through a Central Angle of  $33^{\circ}05'$  to the end of said curve; thence North  $74^{\circ}11'29''$  East 3295.20 feet to the beginning of a curve concave to the Southerly having a radius of 5729.58 feet; thence Easterly along said curve 136.67 feet through a Central Angle of  $1^{\circ}22'00''$  to the approximate East boundary of said Section 28 (approximate West boundary of Section 27, Township 26 South, Range 17 East); continue thence Easterly along said curve 139.22 feet through a Central Angle of  $1^{\circ}23'32''$  to the end of said curve; thence North  $76^{\circ}57'01''$  East 1349.90 feet to the beginning of a curve concave to the Southerly having a radius of 1637.02 feet; thence Easterly along said curve 211.65 feet through a Central Angle of  $7^{\circ}24'28''$  to the end of said curve; thence North  $86^{\circ}21'29''$  East 986.12 feet to the East boundary of the SE  $\frac{1}{4}$  of said Section 27 at a point 335.11 feet South of the Northeast corner thereof;

LESS existing rights of way.

Containing 17.33 acre, more or less.

178 592

IN WITNESS WHEREOF the first party has caused these presents to be duly executed in its name by its \_\_\_\_\_ President, and its corporate seal to be hereto affixed, attested by its \_\_\_\_\_ Secretary, on the date first above written.

Signed, sealed and delivered in the presence of:

Mitchell's Ranches, Inc.

BY [Signature]  
Its President

ATTEST [Signature]  
Its Secretary

(CORPORATE SEAL)



b



STATE OF Florida

COUNTY OF Pine Hills

Before me, the undersigned authority, this day personally appeared W. H. Mitchell and William B. Mitchell to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively, of the Corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

My Commission expires:

\_\_\_\_\_

Notary Public in and for the County and State aforesaid.

NOTARY PUBLIC  
 STATE OF FLORIDA  
 My Comm. Expires \_\_\_\_\_

# 10

600  
R31695

SPC-VCS-20900-04126  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, single pole, H-frame and/or tower lines for the transmission and/or distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith and the further privilege and easement to construct, operate, maintain and utilize an access road and bridge for the purpose of ingress and egress to GRANTEE's proposed substation and power lines within the following described Easement Area in Pasco County, State of Florida, to-wit:

The East 140 feet of Section 22, Township 26 South, Range 16 East less the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  and less road rights-of-way of record.

GRANTEE shall have the right to patrol, inspect, alter, improve, re-locate, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear such trees, limbs and undergrowth along said lines, and all trees adjacent thereto that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

Right-of-way clearing is hereby restricted to the Easement Area together with the right to remove trees located outside of said right-of-way clearing area which could endanger said lines.

GRANTEE, in the construction of its road, bridge and/or structures within said Easement Area shall have the right to excavate, where necessary, within said Easement Area to obtain road and structure island fill dirt and to remove muck, or any other unsuitable soil from the roadbed and structure sites and the further right to deposit any unsuitable soil removed within the said Easement Area.

GRANTEE shall have the further right, if desirable, to deposit within said Easement Area suitable road and structure site fill secured from sources other than on GRANTORS' property.

GRANTORS hereby agree that no trees, other than citrus trees, and no buildings, structures, or obstacles, other than fences, will be located or constructed within the Easement Area by the GRANTORS herein, their heirs and assigns. The GRANTORS, however, reserve the right to use said Easement Area for general farming, pasture purposes and also the right to use said bridge and roadway with the additional right to construct roadways across said Easement Area under the following conditions:

1. Said roadways shall not materially increase existing ground elevation.
2. Said roadways shall be located so that the travel portion is not closer than twenty-five (25) feet from any of GRANTEE'S structures.

This instrument is subject to the provisions of the Florida Power Corporation By-Laws, Chapter 10, Article 1, Section 10.1.



BOOK 627 PAGE 743

The GRANTORS covenant that they have the right to convey the said easement and the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this 24<sup>th</sup> day of August A.D. 1972.

Signed, sealed and delivered in the presence of:

Joseph H. Long  
W. H. Mitchell

W. H. Mitchell (L.S.)  
W. H. Mitchell

Patty C. Mitchell (L.S.)

STATE OF Florida ) ss.  
COUNTY OF Pinellas )

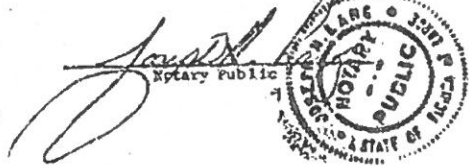
I HEREBY CERTIFY that on this 24<sup>th</sup> day of August A.D. 1972, before me the undersigned authority, personally appeared

W. H. MITCHELL and PATTY C. MITCHELL  
to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

(NOTARIAL SEAL)

My Commission Expires: 6-27-73



August 27, 1973

318165

FILED FOR RECORD  
Pinellas County, FLA

SEP 14 11 22 AM '72

REC 627 MAR 74

PARTIAL RELEASE OF EASEMENT

WHEREAS, under date of August 24, 1972, W. H. MITCHELL and PATTY C. MITCHELL, his wife, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation, a right-of-way easement subsequently recorded September 14, 1972, in O.R. Book 627 at Page 763 as Clerk's Instrument No. 319155 of the Public Records of Pasco County, Florida, covering the following described lands in Pasco County, Florida, to wit:

The East 145 feet of Section 22, Township 26 South, Range 10 East less the SE 1/4 of SE 1/4 of SE 1/4 and less road rights-of-way of record;

and

WHEREAS, FLORIDA POWER CORPORATION has been requested to release a certain portion of the granting clause from the above-described right-of-way easement and FLORIDA POWER CORPORATION is willing to release said portion;

NOW, THEREFORE, WITNESSETH, That FLORIDA POWER CORPORATION, for and in consideration of the sum of One Dollar and other valuable considerations, receipt of which is hereby acknowledged, has released and discharged and by these presents does release and discharge all of the right, title, interest, claim and demand which said FLORIDA POWER CORPORATION has under and by virtue of the above-described easement in and to, but only in and to, the following recited portion of the granting clause, to wit:

"...and the further privilege and easement to construct, operate, maintain and utilize an access road and bridge for the purpose of ingress and egress to GRANITE's proposed substation and power lines..."  
ONLY INSOFAR as said portion of granting clause pertains to that certain segment of the existing north-south access road defined as lying north of the north boundary of the east-west 18-foot wide easement area as described in EXHIBIT "B" attached as an integral part of a later right-of-way easement document dated July 8, 1974, and subsequently recorded August 26, 1974, in O.R. Book 763 at Page 1591 as Clerk's Instrument No. 40991P of the Public Records of Pasco County, Florida.

Provided, always, nevertheless, that nothing herein contained shall in anywise or manner impair, alter or diminish the rights, purpose, effect, encumbrance or provisions of the remainder of the aforesaid easement not hereby being released therefrom.

IN WITNESS WHEREOF, said FLORIDA POWER CORPORATION has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested this 27 day of September, A.D. 1978.

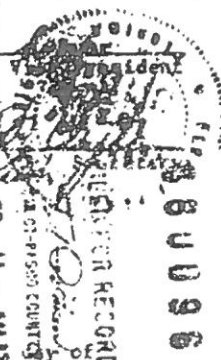
Signed, sealed and delivered in the presence of:

FLORIDA POWER CORPORATION

Patricia Sawyer  
Christopher Lee



By: Tim B. Soaks  
Attest: Betty J. Clayton



\*\*\*\*\*

STATE OF FLORIDA )  
                          )ss.  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 27 day of September, 1978, by Tim B. Soaks as Vice President and Betty J. Clayton as Secretary, respectively, of FLORIDA POWER CORPORATION, Florida corporation, on behalf of the corporation.



416-80

Christopher Lee  
Notary Public

This document prepared by BLAIR W. CLAIR  
RETURNS TO: Blair W. Clair, Fla. Power Corp.  
P. O. Box 18042, St. Petersburg, Fla. 33713

D2

# 11

R-22-90-9  
22-85

6472 RN  
457068

FILED FOR RECORD

GRANT OF EASEMENT

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
00.30

Aug 8 4 22 PM '75

THIS INDENTURE, made and entered into on this 30<sup>th</sup> day of July, 1975, by and among JAMES W. MITCHELL and DOROTHY S. MITCHELL, his wife, hereinafter referred to as "JAMES W. MITCHELL"; WILLIAM H. MITCHELL, JR. and MARCELLA A. MITCHELL, his wife, hereinafter referred to as "WILLIAM H. MITCHELL, JR."; TAHITIAN DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as "TAHITIAN"; P-W INVESTMENTS, INC., an Illinois Corporation, hereinafter referred to as "P-W"; and PASCO LAND AND DEVELOPMENT CO., a Florida Corporation, hereinafter referred to as "PASCO".

WHEREAS, there is currently in existence and partially developed a drainage system utilizing principally the natural flow of water in the area concerned, providing for the southerly flow of surface water from Section 21 <sup>and Section 22</sup> southerly through the East 1/2 of Section 28 and into Section 33, all in Township 26 South, Range 16 East, Pasco County, Florida, and

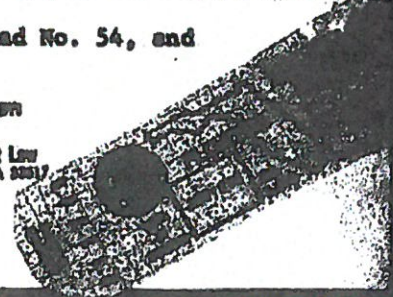
WHEREAS, there is presently pending a sale to PASCO (as Assignee of the contract vendee, BOYWELL DEVELOPMENT CORPORATION, a Florida Corporation) of a portion of Sections 27, 28 and 33, and all of Section 34, in Township 26 South, Range 16 East, Pasco County, Florida, containing 1,730.677 acres MOL, from JAMES W. MITCHELL, WILLIAM H. MITCHELL, JR., WILLIAM H. MITCHELL, III, and LINDA LOU CHAPMAN, and

WHEREAS, it is the mutual desire of the parties to assure adequate access from said 1,730.677 acres MOL northerly through said Sections 27 and 22 to the existing dedicated right-of-way of Seven Springs Boulevard, as shown on the plat of Seven Springs Homes, Unit Two, as recorded in Plat Book 12, pages 46, 47, 48 and 49, of the Public Records of Pasco County, Florida, and thereby to State Road No. 54, and

RETURN TO:  
ROY M. SPEER  
ATTORNEY AT LAW  
8403 ALORA PLACE  
SUITE C  
MOLTA, FLORIDA 33000

THIS INSTRUMENT WAS PREPARED BY  
FRED J. WILDER of  
WILDER & THACKER, Attorneys at Law  
P. O. BOX 1808, CLEARWATER, FLORIDA 33617

III. 005 PAGE 703



WHEREAS, it is the mutual desire of all parties in interest to assure the continuance of said drainage easement, and

WHEREAS, JAMES W. MITCHELL, WILLIAM H. MITCHELL, JR., P-W, TAHITIAN and PASCO have present interests in the affected land over which the access and drainage easement hereinafter more fully described will lie, either as fee simple owner, mortgagor, mortgagee, optionor or optionee. Now, therefore,

In consideration of the premises and of the mutual advantages derived and to be derived by the parties hereto herefrom, the parties do hereby establish the following:

Drainage Easement:

1. There is hereby established a 100 foot wide drainage easement through the <sup>South East 1/4 of Section 21 and</sup> East 1/2 of Section 28, and extending into the Northeast 1/4 of Section 33, in Township 26 South, Range 16 East, Pasco County, Florida, the north portion of which is more fully described on Exhibit A hereto, and the south portion of which is more fully described on Exhibit B hereto. *JWM, CW, W.H.M., W.L.E.*

2. The entire portion of said 100 foot wide drainage easement shall be deemed to be a drainage easement appurtenant to the drainage areas presently served in Sections 21, and 22, Township 26 South, Range 16 East, Pasco County, Florida, in which the parties hereto or any of them presently have interest, and to their heirs, successors and assigns.

*W.H.M., J.W.M., DSM, W.L.E.*  
3. The south portion of said 100 foot wide drainage easement shall <sup>also</sup> be deemed to be an easement appurtenant to those portions of the North 1/2 of Section 27 and the North 1/2 of Section 28, Township 26 South, Range 16 East, Pasco County, Florida, lying north of the land being acquired by PASCO, and in which the parties hereto or any of them presently hold interest, and to their heirs, successors and assigns.

4. This easement shall be perpetual unless abandoned or formally vacated by all parties in interest.

5. This drainage easement includes the right of all parties in interest to improve and maintain the same, provided that the party desiring and effecting such improvement or maintenance shall bear the cost thereof, and provided that any such work shall be in accordance with accepted and approved good engineering practices, and upon the completion thereof shall leave the premises in a neat and presentable condition, aesthetically compatible with contiguous developments.

The parties hereto do hereby establish the following:

Access Easement:

a. There is hereby established a 100 foot wide access parcel through a portion of the West 1/2 of Sections 22 and 27, Township 26 South, Range 16 East, Pasco County, Florida, being a southerly extension of the existing platted right-of-way for Seven Springs Boulevard, southerly to the north line of the lands being acquired by PASCO, as more fully described on Exhibit C hereto.

b. Said access easement shall be for the purpose of constructing and maintaining a roadway and utility easement, and shall be deemed to be a right-of-way easement appurtenant to lands in Sections 22, 27, 28, 33 and 34, in which the parties hereto or any of them presently have interest, and to their heirs, successors and assigns.

c. Upon the subsequent request or demand of any party hereto, their heirs, successors and assigns, any party holding any interest in said 100 foot wide access parcel, his heirs, successors or assigns, will join in any plat or grant of right-of-way easement to Pasco County, Florida, or other governmental entity required, for the dedication of said access parcel as a public right-of-way.

d. This access easement shall be perpetual unless abandoned or formally vacated by all parties in interest prior to any dedication thereof as a public right-of-way.

e. This access easement includes the right of all parties in interest to improve and maintain the same, provided that, unless otherwise established by separate agreement, the party desiring and effecting such improvement or maintenance, shall bear the cost thereof, and provided that any such work shall be in accordance with accepted and approved engineering practices, and specifications established by Pasco County, Florida, or other Governmental entity having jurisdiction thereof, and upon the completion thereof, shall leave the premises in a neat, presentable condition, aesthetically compatible with contiguous developments.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands and seals and the corporate parties have caused these presents to be executed by due corporate authority the day and year set opposite their respective signatures.

In the presence of:

Frank W. Sed  
Barbara Bunting

Frank W. Sed  
Barbara Bunting

Sandra Lee Werner  
L. J. Werner

James W. Mitchell (SEAL)  
JAMES W. MITCHELL  
Dorothy S. Mitchell (SEAL)  
DOROTHY S. MITCHELL  
July 21, 1975.

William H. Mitchell, Jr. (SEAL)  
WILLIAM H. MITCHELL, JR.  
Marcella A. Mitchell (SEAL)  
MARCELLA A. MITCHELL  
July 31, 1975.

TAHITIAN DEVELOPMENT, INC.

By: William Evans  
WILLIAM EVANS, PE  
(Corporate Seal)  
July 31, 1975





*[Signature]*  
*[Signature]*  

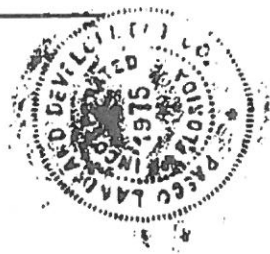

*[Signature]*  
*[Signature]*

P-W INVESTMENTS, INC.

By: *[Signature]*  
~~RAYMOND J. MUNRO~~  
RAYMOND J. MUNRO  
Vice-President  
(Corporate Seal)  
July 31, 1975.

PASCO LAND AND DEVELOPMENT CO.

By: *[Signature]*  
GARY BLACKWELL,  
President  
(Corporate Seal)  
July 30, 1975.




STATE OF FLORIDA  
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMES W. MITCHELL and DOROTHY S. MITCHELL, his wife, to me well known, and known to me to be the individuals described in and who executed the foregoing GRANT OF EASEMENT, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in New Port Richey, County of Pasco, and State of Florida, this 31st day of July, 1975.

My Commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JULY 6, 1978  
Bonded Thru General Insurance Underwriters.


*[Signature]*  
NOTARY PUBLIC, State of Florida  
at Large.  
(SEAL)  


STATE OF FLORIDA  
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, WILLIAM H. MITCHELL, JR., and MARCELLA A. MITCHELL, his wife, to me well known, and known to me to be the individuals described in and who executed the foregoing GRANT OF EASEMENT, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in New Port Richey, County of Pasco, and State of Florida, this 31st day of July, A.D., 1975.

My Commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JULY 6, 1978  
Bonded Thru General Insurance Underwriters.

*[Signature]*  
NOTARY PUBLIC, State of Florida  
at Large.  
(SEAL)  


7/6/76

-5-

REC. 805 PAGE 707

RETURN TO AND  
THIS INSTRUMENT WAS PREPARED BY  
FRED J. WILDER of  
WILDER & THACKER, Attorneys at Law  
P. O. BOX 1809, CLEARWATER, FLORIDA 33517



WITNESS my hand and official seal at New Port Richey,  
in the County of Pasco, and State of Florida, this 30th day of  
July, A.D., 1975.

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES AUGUST 18, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS.

8/18/78

Sandra Lee Werner  
NOTARY PUBLIC, State of Florida  
at Large.  
(Notarial Seal)



DESCRIPTION OF

NORTH PORTION OF 100 FOOT WIDE DRAINAGE EASEMENT

An easement 100 feet in width over a portion of Section 28, Township 26 South, Range 16 East, Pasco County, Florida, the centerline of said 100 foot wide drainage easement being further described as follows:

Commence at the Northeast corner of said Section 28; thence run along the North boundary line of the Northeast 1/4 of said Section 28, North 89° 33' 30" West, a distance of 2,072.32 feet for a Point of Beginning of easement centerline; said Point of Beginning being on the approximate centerline of the existing drainage canal; thence run along the centerline of the 100 foot wide drainage easement, a distance of 375.42 feet along the arc of a curve to the left, said curve having a radius of 1,000.00 feet and a chord of 373.22 feet which bears South 3° 55' 29" West; thence a distance of 537.34 feet along the arc of a curve to the left, said curve having a radius of 650.00 feet and a chord of 522.17 feet which bears South 30° 30' 46" East; thence a distance of 1,385.49 feet along the arc of a curve to the right for a Point of Ending of easement centerline; said curve having a radius of 1,450.00 feet and a chord of 1,333.38 feet which bears South 26° 49' 20" East; said Point of Ending of easement centerline being on the approximate centerline of the existing drainage canal; said Point of Ending also being on the Westerly extension of the South boundary line of the Tahitian Development, Inc. parcel, as described in Official Record Book 679, page 469 of the Public Records of Pasco County, Florida; said Point of Ending also being a distance of 1,209.82 feet West of the East boundary line of the Northeast 1/4 of said Section 28; said 1,209.82 feet being measured on a line bearing North 89° 31' 33" West.

TOGETHER WITH and including, in addition to the foregoing an easement 100 feet in width over a portion of the Section 21, Township 26 South, Range 16 East, Pasco County, Florida the centerline of which easement shall commence at the point of beginning of the easement above described and continuing Northerly and easterly along the centerline of the existing drainage ditch or canal located in said Section 21 to the lake or pond thereon; and

TOGETHER WITH an easement for the unrestricted flow of water and drainage from Section 22, Township 26 South, Range 16 East, Pasco County, Florida to and upon and over said Section 21 and to the above described easements.

SEE 805 PAGE 710

EXHIBIT "A"

*Walter J. King*  
7-28-75

DESCRIPTION OF

SOUTH PORTION OF 100 FOOT WIDE DRAINAGE EASEMENT

An easement 100 feet in width over a portion of Sections 28 and 33, Township 26 South, Range 16 East, Pasco County, Florida; the centerline of said 100 foot wide drainage easement being further described as follows:

Commence at the Northeast corner of said Section 28; thence run along the East boundary line of the Northeast 1/4 of said Section 28, South 0° 36' 25" West, a distance of 2,006.28 feet to a point on the Westerly extension of the South boundary line of the Tahitian Development, Inc. parcel as described in Official Record Book 679, page 469 of the Public Records of Pasco County, Florida; thence run along the Westerly extension of the South boundary line of the said parcel described in Official Record Book 679, page 469, North 89° 31' 33" West, a distance of 1,209.82 feet for a Point of Beginning of easement centerline; said Point of Beginning being on the approximate centerline of the existing drainage canal; thence run along the centerline of the 100 foot wide drainage easement, a distance of 575.63 feet along the arc of a curve to the right, said curve having a radius of 1,450.00 feet and a chord of 571.86 feet which bears South 11° 55' 26" West; thence a distance of 132.40 feet along the arc of a curve to the left, said curve having a radius of 276.85 feet and a chord of 131.14 feet which bears South 9° 35' 49" West; thence South 4° 06' 11" East, a distance of 329.69 feet; thence a distance of 153.92 feet along the arc of a curve to the right, said curve having a radius of 1,450.00 feet and a chord of 153.84 feet which bears South 1° 03' 44" East; thence South 1° 58' 43" West, a distance of 1,036.88 feet; thence a distance of 211.75 feet along the arc of a curve to the right, said curve having a radius of 1,000.00 feet and a chord of 211.36 feet which bears South 8° 02' 42" West; thence a distance of 171.36 feet along the arc of a curve to the left, said curve having a radius of 1,000.00 feet and a chord of 171.15 feet which bears South 9° 12' 07" West; thence South 4° 17' 34" West, a distance of 699.66 feet to a point on the South boundary line of the Southeast 1/4 of said Section 28, the same being the North boundary line of the Northeast 1/4 of said Section 33, said point being North 89° 34' 45" West, a distance of 1,433.47 feet from the Southeast corner of said Section 28; thence continue along said easement centerline, South 4° 17' 34" West, a distance of 184.99 feet; thence a distance of 80.73 feet along the arc of a curve to the right, said curve having a radius of 250.00 feet and a chord of 80.38 feet which bears South 13° 32' 39" West; thence South 22° 47' 45" West, a distance of 165.00 feet to the centerline of Duck Slough, a tributary of the Anclote River, for a Point of Ending of easement centerline; said Point of Ending being South 75° 12' 06" West, a distance of 1,582.52 feet from the Northeast corner of said Section 33.

REC. 805 PAGE 711

EXHIBIT "B"

DESCRIPTION OF

100 FOOT WIDE ACCESS PARCEL

A parcel 100.00 feet in width over a portion of Sections 22 and 27, Township 26 South, Range 16 East, Pasco County, Florida, the centerline of said 100.00 foot wide parcel being further described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 22; thence run along the East boundary line of the Northwest 1/4 of said Section 22, South 0° 20' 39" West, a distance of 2,351.23 feet; thence North 89° 31' 33" West, a distance of 162.85 feet; thence a distance of 337.72 feet along the arc of a curve to the left, said curve having a radius of 215.00 feet and a chord of 304.06 feet which bears South 45° 28' 27" West; thence South 0° 28' 27" West, a distance of 35.00 feet; thence North 89° 31' 33" West, a distance of 489.11 feet; thence a distance of 160.25 feet along the arc of a curve to the left, said curve having a radius of 514.71 feet and a chord of 159.61 feet which bears North 25° 10' 36" East; thence North 89° 31' 33" West, a distance of 67.94 feet to the centerline of Seven Springs Boulevard as shown on the Plat of Seven Springs Homes Unit Two recorded in Plat Book 12, pages 46, 47, 48 and 49 of the Public Records of Pasco County, Florida, for a Point of Beginning of 100.00 foot wide access parcel centerline; thence a distance of 239.34 feet along the arc of a curve to the right, said curve having a radius of 449.71 feet and a chord of 236.53 feet which bears South 33° 51' 32" West; thence a distance of 381.71 feet along the arc of a curve to the left, said curve having a radius of 449.71 feet and a chord of 370.35 feet which bears South 24° 47' 24" West; thence South 0° 28' 27" West, a distance of 1,602.00 feet; thence a distance of 124.09 feet along the arc of a curve to the left, said curve having a radius of 437.01 feet and a chord of 123.67 feet which bears South 7° 39' 38" East; thence a distance of 124.09 feet along the arc of a curve to the right, said curve having a radius of 437.01 feet and a chord of 123.67 feet which bears South 7° 39' 38" East; thence South 0° 28' 27" West, a distance of 50.00 feet; thence a distance of 485.89 feet along the arc of a curve to the right, said curve having a radius of 765.68 feet and a chord of 477.78 feet which bears South 18° 39' 14" West; thence South 36° 50' 00" West, a distance of 1,688.44 feet; thence a distance of 661.73 feet along the arc of a curve to the left for a Point of Ending of the 100.00 foot wide access parcel centerline, said curve having a radius of 2,000.00 feet and a chord of 658.72 feet which bears South 27° 21' 17" West, said Point of Ending being on the Westerly extension of the South boundary line of the Tahitian Development, Inc. parcel as described in Official Record Book 679, page 469 of the Public Records of Pasco County, Florida, said Point of Ending also being a distance of 90.16 feet East of the West boundary line of the Northwest 1/4 of said Section 27; said 90.16 feet being measured on a line bearing South 89° 31' 33" East; the Northerly boundary line of said 100.00 foot wide access parcel is deemed to be the same as the Southerly boundary line of Seven Springs Boulevard as shown on the said Plat of Seven Springs Homes Unit Two, and the South line of the said 100.00 foot wide access parcel is deemed to be the same as the Westerly extension of the South line of the said Tahitian Development, Inc. parcel.

REC. 805 PAGE 712

EXHIBIT "C"

*Walter J. [Signature]*  
7-28-75

# 12

Prepared by: Minnie L. Younts of  
Roy M. Spaer, Attorney Office  
5403 Aloha Pl., Holiday, Fla. 33589

1440

Return to

R

Louise Boze

Sun First National Bank of Dunedin  
P. O. Box 70  
Dunedin, Florida, 33528

GRANT OF EASEMENT

STATE OF FLORIDA )  
                          )  
COUNTY OF PASCO )

THIS INDENTURE made and entered into this 16 day of April,  
1974, by and between JAMES W. MITCHELL and DOROTHY S. MITCHELL, his wife,  
and WILLIAM H. MITCHELL, JR., of the County of Pasco and State of Florida,  
Grantors; and ALOHA UTILITIES, INC., a Florida Corporation, 5403 Aloha  
Place, County of Pasco, and State of Florida, Grantee;

WHEREAS, the Grantors are seized in fee simple and in possession  
of lands lying in PASCO County, Florida, and that particular portion of  
it described below, and,

WHEREAS, Grantee is seized in fee simple of a parcel of land con-  
tiguous to the land of Grantors, and,

WHEREAS, Grantors have agreed in consideration of the sum of Ten  
Dollars and other good and valuable consideration to grant to Grantee,  
its successors and assigns, as easement of right of way over the land  
described below, for the purposes and in the manner expressed below;

NOW, THIS INDENTURE WITNESSETH:

That, in pursuance of this agreement and in consideration of the  
sum of Ten Dollars and other good and valuable consideration, receipt  
of which is acknowledged, Grantors grants unto Grantee, its successors  
and assigns, the right, privilege and easement to install, repair, main-  
tain, alter, and operate water and sewer mains and accessories as GRANTEE  
shall from time to time elect for operating its water and sewer service  
system, into, upon, over, across, and under the land described as follows:

A strip of land twenty feet in width, lying ten feet on each  
side of the following described centerline:  
Commence at the Northeast corner of the West one half of Section  
22, Township 26 South, Range 16 East, Pasco County, Florida;  
thence run S 00°20'39" W, a distance of 850.00', thence run  
N 89°31'33" W, a distance of 32.40' to the Point of Beginning;  
From said Point of Beginning thence run N 45°28'27" E, a distance  
of 91.03', thence run S 89°31'33" E, a distance of 124.31',  
thence run S 44°31'53" E, a distance of 91.03', thence run  
S 89°31'33" E, along a line 850.00' South of and parallel to,  
the North line of said Section 22, a distance of 2297.28',  
more or less, to a point which lies 5.00' East of the West  
R/W line of the Florida Power Corp. easement in said Section  
22, thence in a Southerly direction 5.00' East of and parallel  
to said West R/W line, a distance of 3157.80', more or less to  
a point lying 5.00' East of said West R/W line, and 42.00' South  
of the North line of the Southeast one quarter of the Southeast  
one quarter of said Section 22, thence run East 162' more or less  
to a point on the East line of said Section 22, which lies 42',

747 PAGE 115

more or less, South of the Northwest corner of the Southwest one quarter of the Southwest one quarter of Section 23, Township 26 South, Range 16 East, thence in said Section 23, run S 89°28' E, a distance of 5295.73', more or less, to a point on the West line of Section 24, said point lying 42', more or less, South of the Northwest corner of the Southwest one quarter of the Southwest one quarter of Section 24, Township 26 South, Range 16 East, thence run Easterly a distance of 713', more or less, to a point which lies 42.00' South of the P.T. at Station 320+99.28 on S.R. #54 thence continue Easterly and Southeasterly on a line 42.00' Southerly from the centerline of S.R. #54 to approximate Station 396+69, thence run across S. R. #54 at right angles to the centerline of S.R. #54 to a point lying 42.00' Northeasterly of the centerline of S. R. #54, thence run Southeasterly on a line which is 8.00' inside the Northeasterly R/W of S. R. #54 a distance of 3693', more or less, thence run on a 45° deflection to the left, a distance of 18.40' to a point which lies 5.00' outside of said Northeasterly R/W of S. R. #54, thence run Southeasterly on a line 5.00' outside of said Northeasterly R/W line to approximate S. R. #54 Station 421+22.54, thence run Northeasterly at right angles to S. R. #54, a distance of 1127' more or less to an existing wellhead, and the Point of Termination of this description.

Exception from the above description that portion of this easement that lies within the R/W of S. R. #54.

GRANTORS further grants the reasonable right to enter upon adjoining lands of the GRANTOR for the purpose of exercising the rights herein granted.

The GRANTORS covenant that it has the right to convey the said easement and that the GRANTEE, its successors and assigns, shall have quiet and peaceful possession, use and enjoyment of said easement.

GRANTEE'S rights hereunder are subject to the following conditions:

(1) Should it become necessary for GRANTEE to excavate, break, damage, mar, or impair, or cause the area granted in this easement or the surrounding area thereof to become unsightly, dangerous, or impassable, GRANTEE shall, at his own expense, repair, reconstruct, or otherwise restore said area and the surrounding area thereof to a safe, passable, sightly, and normal condition, subject to the approval of GRANTORS.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed the day and year first above written.

*James W. Mitchell*  
James W. Mitchell

*Dorothy S. Mitchell*  
Dorothy S. Mitchell

*William H. Mitchell, Jr.*  
WILLIAM H. MITCHELL, Jr.

SEE 747 PAGE 116



3 9 0 8 3 7

FILED FOR RECORD

APR 24 3 34 PM '74

Signed, sealed and delivered

In the presence of:

*Marie E. Blumfeld*

*Linda Y. [unclear]*

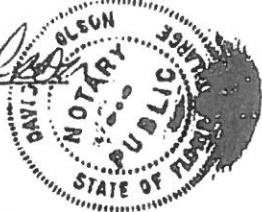
STATE OF FLORIDA )

COUNTY OF PASCO )

I HEREBY CERTIFY that on this 16 day of April, A. D., 1974, before me personally appeared JAMES W. MITCHELL, DOROTHY S. MITCHELL and WILLIAM H. MITCHELL, JR., to me known to be the persons described in and who executed the foregoing instrument to ALCHA UTILITIES, INC., and severally acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and the said instrument is the act and deed of said persons.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

*David E. Olson*  
Notary Public  
State of Florida at Large



My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 13, 1977  
RENDED THRU GENERAL INSURANCE UNDERWRITERS

11-12-77

REC 747 PAGE 117

chg  
dot 115 103

This instrument prepared by,  
or under the direction of  
Kenneth G. Wing  
Assistant General Counsel  
Department of Transportation  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612



93261737

Rprt: 5114 Rec: 19.50  
DS: 0.00 IT: 0.00  
05/19/95 Dpty Clerk  
JED PITTMAN, PASCO COUNTY CLERK  
05/19/95 12:16pm 1 of 4  
DR BK 3428 H6 515

PARCEL : 114.02  
WPI NO. : 7115970  
S.R. NO.: 54  
COUNTY : PASCO  
SECTION : 14570-2515

Legal Description Approved:  
Date: 08/23/94 By: Dianne M. Collins

UTL 01

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 11<sup>th</sup> day of Nov, 1995, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and FLORIDA POWER CORPORATION, a FLORIDA corporation, hereinafter called Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

PART "A"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 1,995.03 feet to the POINT OF BEGINNING; thence N 59°42'13" W a distance of 75.95 feet to a point on a curve concave to the Southwest and having a radius of 1,126.23 feet; thence Northwesterly along the arc of said curve 48.09 feet through a central angle of 2°26'47", a chord distance of 45.08 feet and a chord bearing of N 29°43'03" W; thence N 0°17'42" E a distance of 298.55 feet to a point on a curve concave to the

PARCEL 114.02

RETURN  
to →

FLORIDA DEPT. OF TRANSPORTATION  
RIGHT OF WAY, MS 7.50  
JIM POTTER, R/W SPECIALIST  
11201 N. MALCOLM MCKINLEY DR.  
TAMPA, FLORIDA 33612-6403

PAGE 1

This instrument prepared by  
or under the direction of  
Kenneth C. Wing  
Assistant General Counsel  
Department of Transportation

Southwest and having a radius of 1,305.23 feet; thence Southeasterly along the arc of said curve 158.93 feet through a central angle of 6°58'17", a chord distance of 158.83 feet and a chord bearing of S 38°43'28" E to the East boundary of the Northeast 1/4 of said section; thence along said East boundary S 0°17'42" W a distance of 216.76 feet to the POINT OF BEGINNING.

Containing 0.634 acres, more or less.

AND

PART "B"

West part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 1,995.03 feet; thence S 89°42'18" E a distance of 75.95 feet to a point on a curve concave to the Southwest and having a radius of 1,126.23 feet and being the POINT OF BEGINNING; thence Northwesterly along the arc of said curve 48.09 feet through a central angle of 2°26'47", a chord distance of 48.08 feet and a chord bearing of N 29°43'03" W; thence S 0°17'42" W a distance of 41.64 feet; thence S 89°42'18" E a distance of 24.05 feet to the POINT OF BEGINNING.

Containing 569 square feet, more or less.

Parts "A" and "B" containing a total of 0.645 acres, more or less.

RECORDED

NATURE OF ENCUMBRANCE	DATE	FROM	TO	O.R. BOOK/PAGE
EASEMENT	08/24/12	W.P. MITCHELL AND PATTY C. MITCHELL	FLORIDA POWER CORPORATION	627/743

PROVIDED that the utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate

PROVIDED, it is expressly understood and agreed that the rights of the undersigned to obtain compensation and/or reimbursement for any utility adjustment and/or relocation required now or at any time in the future shall in no way be impaired or diminished by anything herein contained.

This instrument prepared by, or under the direction of, Kenneth G. Wing, Assistant General Counsel, Department of Transportation

INITIAL  
KAW

OR BK 3428 PG 517  
3 of 4

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.
4. UTILITY shall be held FDOT harmless for, from and against any and all losses, claims or damages incurred by FDOT arising directly from UTILITY'S negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of UTILITY'S facilities located on the above described easement.
- IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

INITIAL  
KAW

INITIAL  
KAW

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

WITNESS  
PRINT NAME Sharon J. Tidwell  
WITNESS  
PRINT NAME Sharon J. Tidwell

By: Kenneth A. Hartmann  
Director of Production for District VII  
PRINT NAME Kenneth A. Hartmann  
ADDRESS: 11201 N. Malcolm McKinley Dr.  
Tampa, Florida 33612

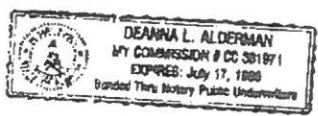
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 199 5, by Kenneth A. Hartmann, DIRECTOR OF PRODUCTION for District VII, who is personally known to me or who has produced an identification.

Deanna L. Alderman

PRINT NAME Deanna L. Alderman  
Notary Public in and for the County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

PARCEL 114.02



PAGE 3

This instrument prepared by,  
or under the direction of  
Kenneth G. Wing  
Assistant General Counsel  
Department of Transportation

OR PR 3428 PB 518

4 of 4

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name,  
and its corporate seal to be hereunto affixed, by its proper officers thereunto duly  
authorized, the day and year first above written.

ATTEST: Kathleen M. Hane  
its Assistant Secretary

FLORIDA POWER CORPORATION

By: Philip C. Henry  
Its Senior Vice President

Signed, sealed and delivered in the  
presence of:

PRINT NAME PHILIP C. HENRY  
ADDRESS \_\_\_\_\_


Stacie Lyle  
WITNESS  
PRINT NAME Linda Lyle

Scott D. Kelly  
WITNESS  
PRINT NAME Scott D. Kelly



STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11th day of October, 1904, by Philip C. Henry of FLORIDA POWER CORPORATION, a FLORIDA Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

 LINDA LYLE  
My Com. Exp. 5/17/98  
Bonded By Service Ins  
No. CC372744  
Notary Public, State of Florida

Stacie Lyle  
PRINT NAME \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

Chg  
Dot  
115 003

This instrument prepared by,  
or under the direction of  
Kenneth G. Wing  
Assistant General Counsel  
Department of Transportation  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612



93261739  
Rpts: 3116 Rec: 24.00  
DB: 0.00 IT: 0.00  
05/19/95 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
05/19/95 12:18pm 1 of 5  
OR BK 3423 PG 523

PARCEL : 115.02  
WPI NO. : 7115970  
S.R. NO.: 54  
COUNTY : PASCO  
SECTION : 14570-2515

Legal Description Approved:  
Date: 05/23/94 By: Dianne M. Collins

HTL.C1

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 11th day of July, 1995, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and FLORIDA POWER CORPORATION, a FLORIDA corporation, hereinafter called Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

PART "A"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 or said section, a distance of 2,595.03 feet to the existing South right-of-way line of S.R. 54 and the POINT OF BEGINNING; thence N 89°36'19" W a distance of 140.00 feet; thence S 0°17'42" W a distance of 77.70 feet to a point on a curve concave to the Southeast and having a radius of 423.22 feet; thence Northeasterly along the arc of said curve 148.60 feet through a central angle of 20°07'02", a chord distance of 147.84 feet and a chord bearing of

PARCEL 115.02

RETURN  
To →  
8

FLORIDA DEPT. OF TRANSPORTATION  
RIGHT OF WAY, M.S. 7-900  
JIM POTTER, R/W SPECIALIST  
11201 N. MALCOLM MCKINLEY DR.  
TAMPA, FLORIDA 33612-6403

PAGE 1

N 71°33'22" E to the East boundary of the Northeast 1/4 of said section;  
thence along said East boundary N 0°17'42" E a distance of 29.96 feet to the  
POINT OF BEGINNING.

Containing 6,894 square feet, more or less.

AND

PART "B"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16  
East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said  
Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4  
of said section, a distance of 2,595.03 feet to the South right-of-way line  
of S.R. 54; thence N 89°36'19" W, along said South right-of-way line, a  
distance of 140.00 feet; thence S 0°17'42" W along a line 140.00 feet from and  
parallel with the East boundary of the Northeast 1/4 of said section, a  
distance of 218.31 feet to the POINT OF BEGINNING; thence continuing  
S 0°17'42" W a distance of 278.94 feet to a point on a curve concave to the  
Southwest and having a radius of 1,126.23 feet; thence Southeasterly along the  
arc of said curve 73.26 feet through a central angle of 1°43'37", a chord  
distance of 73.25 feet and a chord bearing of S 32°48'15" E; thence  
N 0°17'42" E a distance of 298.53 feet to a point on a curve concave to the  
Southwest and having a radius of 1,306.23 feet; thence Northwesterly along the  
arc of said curve 57.82 feet through a central angle of 2°32'11", a chord  
distance of 57.82 feet and a chord bearing of N 43°28'42" W to the POINT OF  
BEGINNING.

Containing 11,533 square feet, more or less.

AND

PART "C"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East,  
Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said  
Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4  
of said section, a distance of 1,995.03 feet to the POINT OF BEGINNING; thence  
N 89°42'18" W a distance of 75.95 feet to a point on a curve concave to the  
Southwest and having a radius of 1,126.23 feet; thence Southeasterly along the  
arc of said curve 88.41 feet through a central angle of 4°29'52", a chord  
distance of 88.39 feet and a chord bearing of S 26°14'44" E; thence  
S 23°59'48" E a distance of 86.62 feet to the East boundary of the Northeast  
1/4 of said section; thence along said East boundary N 0°17'42" E a distance  
of 159.85 feet to the POINT OF BEGINNING.

Containing 5,865 square feet, more or less.

AND

PART "D"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16

This instrument prepared by,  
 or under the direction of  
 Kenneth G. Wing  
 Assistant General Counsel  
 Department of Transportation

OR BK 3428 PB 325

3 of 5

East, Pasco County, Florida, being described as follows:

Commence at a 6" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 2,595.03 feet to the South right-of-way line of S.R. 54; thence N 89°36'19" W, along said South right-of-way line, a distance of 140.00 feet; thence S 0°17'42" W along a line 140.00 feet from and parallel with the East boundary of the Northeast 1/4 of said section, a distance of 497.25 feet to a point on a curve concave to the Southwest and having a radius of 1,126.31 feet and being the POINT OF BEGINNING; thence Southeasterly along the arc of said curve 13.26 feet through a central angle of 3°43'37", a chord distance of 73.21 feet and a chord bearing of S 32°48'15" E; thence S 0°17'42" W a distance of 41.54 feet; thence S 89°42'18" E a distance of 24.05 feet to a point on a curve concave to the Southwest and having a radius of 1,126.23 feet; thence Southeasterly along the arc of said curve 88.41 feet through a central angle of 4°29'52", a chord distance of 80.39 feet and a chord bearing of S 26°14'44" E; thence S 23°59'48" E a distance of 88.62 feet to the East boundary of the Northeast 1/4 of said section; thence along said East boundary S 0°17'42" W a distance of 48.62 feet; thence N 23°59'48" W a distance of 97.55 feet; thence N 46°21'30" W a distance of 137.33 feet; thence N 0°17'42" E a distance of 128.28 feet to the POINT OF BEGINNING.

Containing 10,870 square feet, more or less.

Parts "A", "B", "C" and "D" containing a total of 0.807 acres more or less.

RECORDED

NATURE OF ENCUMBRANCE	DATE	FROM	TO	O.R. BOOK/PAGE
EASEMENT	08/24/72	W.H. MITCHELL AND PATTY C. MITCHELL	FLORIDA POWER CORPORATION	627/743

PROVIDED that the utility has the following rights:

- The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

PARCEL 115.02

PAGE 3





This instrument prepared by,  
or under the direction of  
Kenneth G. Wing  
Assistant General Counsel  
Department of Transportation

OR BK 3428 PG 527  
5 of 5

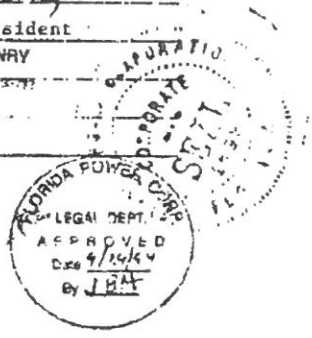
IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name,  
and its corporate seal to be hereunto affixed, by its proper officers thereunto duly  
authorized, the day and year first above written.

ATTEST: Kathleen M. Haley  
KATHLEEN M. HALEY  
Its Assistant Secretary

Signed, sealed and delivered in the  
presence of:

WITNESS  
PRINT NAME Linda Lyle  
WITNESS  
PRINT NAME Betty S. Riley

FLORIDA POWER CORPORATION  
By: Philip C. Henry  
Its Senior Vice President  
PRINT NAME PHILIP HENRY  
ADDRESS \_\_\_\_\_



STATE OF Florida  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 17th day of  
October, 1994, by Philip C. Henry of  
FLORIDA POWER CORPORATION, a FLORIDA Corporation, on behalf of the Corporation, who  
is personally known to me or who has produced \_\_\_\_\_  
identification. -as-

LINDA LYLE  
My Comm Exp. 5/17/98  
Bounded By Service Inc  
No. CC372744  
Notary Public  
State of Florida

Linda Lyle  
PRINT NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

31  
400  
R  
e



Prepared by and return to:  
Robert C. Brannan, Esq.  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

Rept: 1229845 Rec: 265.00  
DS: 0.00 IT: 0.00  
03/03/09 Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
03/03/09 09:37am 1 of 31  
OR BK 8031 PG 1854

### ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is made this 27 day of February, 2009, by ALOHA UTILITIES, INC., a Florida corporation ("Assignor") to FLORIDA GOVERNMENTAL UTILITY AUTHORITY, a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes ("Assignee"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Agreement of Purchase and Sale of Water and Wastewater Assets, dated October 8, 2008, and in the First Addendum to Agreement of Purchase and Sale, dated December 16, 2008 (collectively, the "Purchase Agreement").

WHEREAS, among the Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, are the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership and operation of the System, as described and set forth in the Purchase Agreement (the "Easements"); and

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the System or the Assets; provided however that, other than as contained in the Purchase Agreement, Assignor makes no additional representation or warranty herein regarding the Easements.

2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Easements as of the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Easements shall cease and terminate. Except as otherwise set forth in the Purchase Agreement, Assignor shall have no liability or obligation with respect to the Easements after the date hereof, other than that attributable to the period prior to the date of the Assignment. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Easements prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses arising in connection with the Easements upon and after the date hereof to the extent permitted by law without waiver of sovereign immunity.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment. Further, Assignor hereby irrevocably constitutes and appoints Assignee and its successors and assigns the true and lawful attorneys for Assignor to do all acts and things necessary under and pursuant to the Easements in Assignee with like power and as fully as Assignor could or might have done.

4. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under applicable Florida law.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

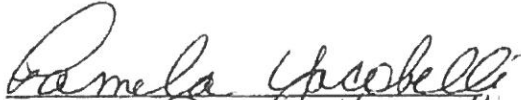
7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

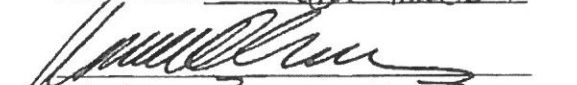
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.


Executed as of the day and year first above written.

WITNESS:

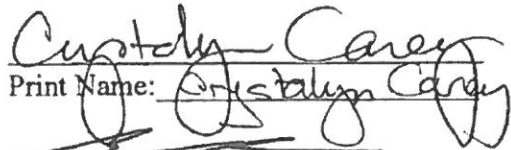
ALOHA UTILITIES, INC., a Florida corporation

  
Print Name: Pamela Jacobelli

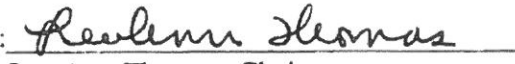
  
Print Name: ROBERT C. BRANNAN

By:   
Stephen G. Watford, President

FLORIDA GOVERNMENTAL UTILITY AUTHORITY, a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes

  
Print Name: Crystalyn Carey

Print Name: Robert Sloan

By:   
Lea Ann Thomas, Chair

STATE OF FLORIDA

COUNTY OF Hillsborough

This instrument was acknowledged before me this 25<sup>th</sup> day of February, 2009, by Stephen G. Watford, as President of Aloha Utilities, Inc., a Florida corporation, on its behalf.

Mary Beth Wilkinson  
Notary Public State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this 25<sup>th</sup> day of February, 2009, by Lea Ann Thomas, Chair of the Florida Governmental Utility Authority, a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes, on its behalf.

Mary Beth Wilkinson  
Notary Public State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



EXHIBIT "A"  
THE EASEMENTS

[ATTACHED]

G:\ALOHAS6 -- Sale to Pasco County\Closing Documents\Assignment of Easements (Final).DOC

Easement Book/Page	Developer	Date
800 / 1318	Lake Conley Mobile Home Park	3/19/75
803 / 602	Lake Conley Mobile Home Park	7/22/75
737 / 314	Tahitian Homes Inc.	1/31/74
750 / 1066	Tahitian Homes Inc.	4/30/74
885 / 1425	P-W Investments Inc.	3/15/77
1018 / 1110	William H. Mitchell, Jr	7/13/79
1044 / 903	William H. Mitchell, Jr	11/30/79
747 / 115	Mitchells	4/16/74
4296 / 557	Mitchells - Reuse facilities	12/14/99
4295 / 1899	AIG Baker Seven Springs LLC	12/9/99
4464 / 618	Genises Development Corp	10/17/00
871 / 126	P-W Investments Inc.	10/15/76
445 / 312	Tahitian Homes Inc.	5/2/69
643 / 782	Tahitian Development Inc.	11/29/72
607 / 265	Tahitian Development Inc.	5/29/72
588 / 748	Tahitian Development Inc.	5/4/70
671 / 506	Tahitian Development Inc.	4/24/73
607 / 263	Tahitian Development Inc.	5/29/72
671 / 508	Tahitian Development Inc.	4/4/73
513 / 67	Tahitian Development Inc.	10/5/70
495 / 409	Tahitian Homes Inc.	5/4/70
1023 / 1484	P-W Investments Inc.	8/2/79
4420 / 304	Tahitian Development Inc.	5/15/00
4696 / 653	Aloha Utilities Inc.	8/15/01
	Tahitian Development Inc.	12/21/92
949 / 1605	Epstein, Beck, Kimpton	5/2/78
904 / 156	P-W Investments Inc.	6/14/77
904 / 154	P-W Investments Inc.	6/14/77
	Veterans Village Inc.	6/14/78
	Veterans Village Inc.	8/28/78
963 / 966	Veterans Village Inc.	8/28/78
1805 / 0058	1350 Partners of Clearwater	3/20/89
907 / 1936	Interphase Inc.	8/31/77
950 / 234	Hills of San Jose	3/3/78
965 / 1591	Woodbend	8/31/78
978 / 1889	Edmar Industries Inc.	9/26/78
991 / 116	A.C. & R. Inc.	2/9/79
1102 / 1446	Interphase Inc.	4/16/79
1004 / 447	Tahitian Gardens Condo Assn	3/1/79
1020 / 416	Interphase Inc.	7/24/79
980 / 1065	Phase I Homes Inc.	12/7/78
883 / 993	Interphase Inc.	3/17/77
849 / 1225	A.C. & R. Inc.	7/23/76
788 / 1358	Tahitian Development Inc.	3/20/75



# 13

FILED FOR RECORD

CLERK OF CIR - PASCO COUNTY, FLA

Nov 13 2 59 PM '74

AGREEMENT

*J. W. R. Kelly*

*R. McC. Smith*

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 1974, between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as HILLSBOROUGH; PASCO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as PASCO; PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as PINELLAS; CITY OF ST. PETERSBURG, a municipal corporation, hereinafter referred to as ST. PETERSBURG; and CITY OF TAMPA, a municipal corporation, hereinafter referred to as TAMPA.

WITNESSETH:

WHEREAS, the parties hereto, pursuant to the provisions of Section 7 of Chapter 74-114, Laws of Florida, 1974, and to the provisions of Section 163.01, Florida Statutes, wish to set forth certain agreements among themselves respecting the creation of a regional water supply authority; and

WHEREAS, it is recognized by the parties hereto that the water needs of their citizens can best be met by vesting water supply functions in such an authority whose prime function shall be to supply water; and

WHEREAS, it is the intent of the parties hereto that the cost of the water and services to be provided by the authority shall be financed insofar as possible through revenues derived from the sale of water; and

WHEREAS, it is further the intent of the parties hereto that, during the course of implementation and performance of the functions, duties and responsibilities of the authority, the rights of the property owners and inhabitants of the area of origin to the water reasonably required to supply adequately their reasonable needs shall be preserved and promoted; and

!!! 773 PAGE 057

WHEREAS, it is the intent of the parties hereto that nothing herein shall be construed to preclude the various municipalities and counties from continuing to operate water production and transmission facilities for the purpose of meeting their respective needs for dependable and adequate supplies of water; and

WHEREAS, it is the finding of the parties hereto that cooperative efforts are mandatory in order to meet the water needs of the rapidly urbanizing areas in a manner which will provide adequate and dependable supplies of water where needed without resulting in adverse effects upon the areas from which the water is withdrawn. Such efforts should utilize all practical means of obtaining water, including but not limited to withdrawals of surface water and ground water, recycling of waste water and desalinization and will necessitate not only cooperation but also well coordinated activities; and

WHEREAS, it is the intent of the parties that the authority shall design, construct, operate and maintain facilities in the locations and at the times necessary to insure that an adequate water supply will be available to all citizens within the authority.

NOW THEREFORE, the parties hereto agree as follows:

1. The parties hereto do hereby create (and incorporate) a regional water supply authority pursuant to the provisions of Chapter 74-114, Laws of Florida, 1974, to be known as the WEST COAST REGIONAL WATER SUPPLY AUTHORITY, hereinafter referred to as AUTHORITY, to be comprised of the area described and shown in Exhibit A, for the purpose of developing regional water supplies and supplying water at wholesale to counties and municipalities, which shall constitute a special district under the laws of the State of Florida, and as such, a separate independent governmental entity.

III 773 PAGE 058

2. The AUTHORITY shall have the following powers and duties:

a. To have perpetual succession;

b. To adopt a corporate seal and alter it at pleasure;

c. To take by grant, purchase, bequest, eminent domain as authorized, devise or lease, and to hold, enjoy, lease, sell or otherwise dispose of, any and all real and personal property necessary or convenient to the full exercise of its powers; also to acquire, construct or operate, control and use any and all works, facilities and means necessary or convenient to the full exercise of its powers, and to do and perform any and all things necessary or convenient to the full exercise of the powers herein granted;

d. To maintain an office at such place or places within the territorial boundaries of the AUTHORITY as it may designate;

e. To employ and to compensate such personnel, consultants, and technical and professional assistants as it shall deem necessary to exercise the powers and perform the duties set forth in this agreement;

f. To accept and receive, utilize or expend, in furtherance of its functions, funds, grants, and services from the federal government or its agencies, from departments, agencies and instrumentalities of state, municipal, county, or other local governments, or from private or civic sources;

g. To invest any surplus money in the AUTHORITY treasury, including such money in any sinking or other fund established for the purpose of providing for the payment of the principal or interest of any bonded or other indebtedness or for any other purpose, not required for the immediate necessities of the district, in its own bonds, or in treasury notes, or bonds, of the United States, or of this state, and

!!! 773 PAGE 059

such investment may be made by direct purchase of any issue of such bonds or treasury notes, or part thereof, at the original sale of the same, or by the subsequent purchase of such bonds or treasury notes. Any bonds or treasury notes thus purchased and held may from time to time, be sold and the proceeds reinvested in bonds or treasury notes, as above provided. Sales of any bonds or treasury notes thus purchased and held shall, from time to time, be made in season so that the proceeds may be applied to the purposes for which the money, with which the bonds or treasury notes were originally purchased, were placed in the treasury of the AUTHORITY. The functions and duties authorized by this paragraph shall be performed by joint action of the Comptroller and Treasurer, with the approval of the attorney, under such rules and regulations as shall be prescribed by the board of directors of the AUTHORITY.

h. To adopt rules of procedure for the regulation of its affairs and the conduct of its business.

i. To receive and use such technical assistance as shall be from time to time made available for its use by any county or municipality in the AUTHORITY.

j. To have and exercise such powers as are reasonably implied herefrom and necessary and proper to carry out the objectives and purposes of the AUTHORITY.

k. Without in any way limiting the foregoing, to exercise and perform all powers and duties set forth in Section 7 of Chapter 74-114, Laws of Florida, 1974, as fully as though set forth herein.

3. All powers, privileges and duties vested in or imposed upon the AUTHORITY shall be exercised and performed by and through a board of directors; provided, however, that the exercise of any and all executive, administrative and minis-

!!! 773 PAGE 060

terial power: may be by said board of directors delegated and redelegated to any of the offices created hereby or by the board of directors acting hereunder.

The board of directors shall consist of one representative of each party hereto. Such representatives shall serve without compensation from the AUTHORITY, except that they may be reimbursed their reasonable expenses incurred in performing their duties hereunder. One representative shall be designated and appointed by the governing body of each of the parties to this Agreement and shall serve at the pleasure of his or her respective governing body. As a member of the board of directors, each representative shall be entitled to one vote on all questions, orders, and resolutions coming before the board. The affirmative votes of members representing more than fifty (50) percent of the total number of votes of all the members shall be necessary and, except as otherwise herein provided, shall be sufficient to carry any question, order or resolution coming before the board of directors. Members of the first board of directors so constituted shall convene within thirty (30) days of the date of the full execution of this Agreement by all of the parties hereto, and immediately upon convening, such board of directors shall elect from its membership a chairman and a vice chairman, each of whom shall serve for a term of one year, or until their respective successors shall be elected and qualified. Such offices shall be filled by an election annually thereafter. The board of directors shall have power:

- a. To fix the time and place or places at which its regular meetings shall be held, and shall provide for the calling and holding of special meetings.
- b. To make and pass rules, regulations, resolutions and orders not repugnant to the Constitution of the United States or of the State of Florida, or to the provisions of

773 PAGE 061

Chapter 74-114, Laws of Florida, 1974, or this agreement, necessary for the government and management of the affairs of the AUTHORITY, for the execution of the powers vested in the AUTHORITY and for carrying into effect the provisions of this agreement and for providing terms and conditions under which additional parties may join the AUTHORITY pursuant to Section 7(6) of Chapter 74-114, Laws of Florida, 1974.

c. To fix the location of the principal place of business of the AUTHORITY and the location of all offices and departments maintained hereunder.

d. To prescribe by resolution a system of business administration and to create any and all necessary offices which shall include the offices of Comptroller, Secretary and Treasurer and to establish and re-establish the powers and duties and compensation of all officers and employees and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the AUTHORITY.

e. To delegate and re-delegate by resolution to officers of the AUTHORITY power to employ clerical, legal and engineering assistants and labor; under such conditions and restrictions as shall be fixed by the directors.

f. To prescribe a method of auditing and allowing or rejecting claims and demands; also to prescribe methods for the construction of works and for the letting of contracts or furnishings of labor, materials or supplies, required for the carrying out of any of the purposes of this act; provided that in cases where work is not to be done by the AUTHORITY, itself and the amount involved shall be five thousand dollars (\$5,000.00), or more, the board of directors shall provide for the letting of contracts to the lowest and best responsible bidder, after publication of notices inviting bids, subject to the right of said board to reject any and all proposals; provided further, that contracts in writing or otherwise, may be let without ad-

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vertising for or inviting bids, when any repairs, alterations or other work, or the purchase of materials, supplies, equipment or other property, shall be deemed by the board of directors to be of urgent necessity, and shall be authorized by a two-thirds vote thereof.

g. To fix the rate or rates at which water shall be sold in accordance with Section 7(2)(b) of Chapter 74-114, Laws of Florida, 1974. Such rates shall be uniform for like classes of service throughout the AUTHORITY.

4. Budget.

a. The fiscal year of the AUTHORITY shall extend from October 1 of each year through September 30 of the following year. Except as hereinafter provided in paragraph 5 b., the board of directors shall during the month of July of each year complete the preparation of a tentative budget for the AUTHORITY covering its proposed operation and requirements for the ensuing fiscal year.

b. During the month of July and following the preparation of a tentative budget the board of directors shall publish a notice of its intention to adopt the budget. Additionally, the board of directors shall provide copies of the tentative budget to the parties and said tentative budget shall be accompanied by the estimated annual contribution of each of the counties, as provided in paragraph 5 below. The notice shall set forth the tentative budget in full, and shall be notice to all owners of property subject to the AUTHORITY taxes that on a date and at a place appearing in the notice, opportunity will be afforded to such owners, their attorneys or agents, to appear before the board and show their objections to the budget. The notice shall be published once a week for two consecutive weeks, in any newspaper qualified to accept legal advertisements, in each county in the AUTHORITY, the last insertion of which shall appear not less than one week prior to the date set by the board for the hearing on the budget.

!!! 773 PAGE 063

c. The hearing will be by and before the board of directors. The board of directors shall give consideration to objections filed against the budget and in its discretion may amend, modify or change the tentative budget. The board shall by August 15 following adopt a final budget for the AUTHORITY which shall thereupon be the operating and fiscal guide for the AUTHORITY for the ensuing year.

5. Funding.

a. For a period not to exceed five (5) fiscal years from the date of this Agreement each county which is a party hereto agrees to contribute annually to the AUTHORITY; provided that the annual contribution of any county shall not exceed Two Hundred Thousand Dollars (\$200,000) without the consent of such contributing county. The annual contribution shall be determined by the following formula:

A = Amount of County Taxable Value as shown on the Final Recapitulation of the Ad Valorem Rolls for the previous year as filed with the Florida Department of Revenue

B = Total of County Taxable Value of all Counties which are parties to the Agreement

C = Amount of funds designated by the Board of Directors to be derived from counties

$$\text{Contribution} = \frac{A}{B} \times C$$

b. The parties hereto adopt the budget, attached as Exhibit B, in the amount of Two Hundred Twenty-Eight Thousand Nine Hundred Sixty Dollars (\$228,960.00) as its final budget for fiscal year 1974-75.

6. HILLSBOROUGH hereby affirms that, at a duly constituted meeting of the Board of County Commissioners on the 18th day of September, 1974, it approved the terms of this Agreement and the execution thereof by HILLSBOROUGH.

7. PASCO hereby affirms that, at a duly constituted meeting of the Board of County Commissioners on the 1st day of October, 1974, it approved the terms of this Agreement and the execution thereof by PASCO.

!!! 773 PAGE 064



8. PINELLAS hereby affirms that, at a duly constituted meeting of the Board of County Commissioners on the 1st day of October, 1974, it approved the terms of this Agreement and the execution thereof by PINELLAS.

9. ST. PETERSBURG hereby affirms that, at a duly constituted meeting of the City Council on the 19<sup>th</sup> day of September, 1974, it approved the terms of this Agreement and the execution thereof by ST. PETERSBURG.

10. TAMPA hereby affirms that, at a duly constituted meeting of the City Council on the 15<sup>th</sup> day of October, 1974, it approved the terms of this Agreement and the execution thereof by TAMPA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

HILLSBOROUGH COUNTY

[Signature]  
[Signature]  
As to Hillsborough

By [Signature]  
Chairman, Board of  
County Commissioners  
Attest [Signature]  
Clerk of the Circuit Court



PASCO COUNTY

[Signature]  
[Signature]  
As to Pasco

By [Signature]  
Chairman, Board of  
County Commissioners  
Attest [Signature]  
Clerk of the Circuit Court

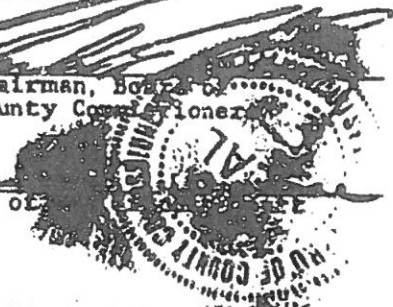


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PINELLAS COUNTY

*Raymond J. ...*  
*Noodin G. ...*  
As to Pinellas

Chairman, Board of  
County Commissioners  
By \_\_\_\_\_  
Clerk of \_\_\_\_\_



CITY OF ST. PETERSBURG

*Raymond J. ...*  
*Paul R. ...*  
As to St. Petersburg

By *William Adams*  
Mayor  
By *Neil ...*  
City Manager

Attest *Ann B. ...*  
City Clerk



CITY OF TAMPA

*Thelma D. Opp*  
*James D. Vain*  
As to Tampa

By *William ...*

Attest *Henry ...*



REC 773 PAGE 066

EXHIBIT A

AREA OF THE WEST COAST REGIONAL WATER  
SUPPLY AUTHORITY

The area of the authority shall consist of all of Hillsborough County, Pasco County and Pinellas County, and is more particularly described as follows:

Beginning at the southeast corner of Section 36, Township 32 South, Range 22 East, for a Point of Beginning (P.O.B.). Said P.O.B. is the intersection of the range line between Range 22 East and Range 23 East and the township line between Township 32 South and Township 33 South and also is the southeast corner of Hillsborough County, Florida.

1. From the P.O.B. run westerly on the township line between Township 32 South and Township 33 South to the south bank of Tampa Bay;
2. Thence in a direct line to a point midway between Egmont and Passage Keys in the Gulf of Mexico;
3. Thence westerly to the western boundary of the jurisdictional waters of the State of Florida;
4. Thence northerly on the western boundary of the jurisdictional waters of the State of Florida to the point where the township line dividing Township 23 South and Township 24 South intersects with said western boundary;
5. Thence easterly along the township line dividing Township 23 South and Township 24 South to the range line dividing Range 20 East and Range 21 East;
6. Thence northerly along the range line dividing Range 20 East and Range 21 East to the Northwest corner of Section 10, Township 23 South, Range 21 East;
7. Thence easterly along the section line dividing Section 19 and Section 18 of Township 23 South, Range 21 East to the range line dividing Range 22 East and Range 23 East;

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8. Thence southerly along the range line dividing Range 22 East and Range 23 East to the township line dividing Township 25 South and Township 26 South;
9. Thence westerly along the township line dividing Township 25 South and Township 26 South to the Northwest corner of Section 3, Township 26 South, Range 22 East;
10. Thence southerly along the western section line of Section 3, Township 26 South, Range 22 East, to the township line dividing Township 26 South and Township 27 South;
11. Thence easterly along the township line dividing Township 26 South and Township 27 South to the range line dividing Range 22 East and Range 23 East;
12. Thence southerly along the range line dividing Range 22 East and Range 23 East to the P.O.B.

SEE 773 FOR 622

EXHIBIT B

WEST COAST REGIONAL WATER SUPPLY AUTHORITY

BUDGET

FISCAL YEAR 1974-75

Salaries

Executive Director	\$25,000
Secretary	10,000
Technician	15,000
Fringes (22%)	11,000
Legal Fees	30,000
Office Furnishings	5,000
Office Rent (1000 sq. ft.)	7,000
Telephones	1,200
Office Supplies	2,500
Office Equipment	1,500
Copy Machine	1,200
Travel Expenses	1,500
Auto - Transportation (Rental)	2,100
Gas, Oil, etc.	800
Audit	2,000
Engineering Study	50,000
Financial Advisers	5,000
Technical Liaison for Referendum	20,000
Reserve (20%)	38,160
<b>TOTAL</b>	<b>\$ 228,960</b>

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20.00

AGREEMENT

THIS AGREEMENT made and entered into this First day of October, by and between W. H. MITCHELL, JR., joined by his wife, JAMES W. MITCHELL, joined by his wife, W. H. M. RANCH, INC., and SEVEN SPRINGS NURSERY, INC., as owners, hereinafter referred to as the "Owner" and ALOHA UTILITIES, INC., a Florida corporation, hereinafter referred to as the "Utility";

W I T N E S S E T H:

THAT WHEREAS, the Utility is a utility company and desires to assure itself of an adequate water supply for distribution and sale; and

WHEREAS, the Owner desires to sell and the Utility desires to purchase water;

NOW THEREFORE, in consideration of the premises and further in consideration of the terms, covenants, and conditions herein contained, the Owners agree to sell and the Utility agrees to purchase, exclusive water withdrawal rights to be derived from property owned by the Owners. The land from which said water is to be taken or extracted is described as follows:

(See attached Exhibit "A")

This sale of exclusive water rights on or from the above-described property is upon the following terms and conditions:

I

The Utility will, at its own expense, dig wells in the perimeter of the above-described property at areas mutually agreed upon by the parties.

II

The Utility, at its own cost and expense, shall furnish and install at the point or points where its water system connects with the distribution system, all necessary valves, including such valves as may be necessary to permit the metering of water taken from the land of the Owners.

III

The Utility agrees to pay to the Owners, and the Owners agree to accept from the Utility, the sum of Ten Cents (\$.10) per thousand gallons of

*performed by and for the*  
ALPHA OILCO  
21 FRENCH BLVD.  
SEVEN SPRINGS, FLA.  
ATTORNEYS AT LAW  
AND REAL ESTATE BROKERS  
CORPORATION, ORLANDO

992 481488

water extracted from the land of the Owners, as measured by meters or valves at the well sites or at the distribution plant. Payment for the water extracted from the land shall be made to the Owners monthly by the twenty-fifth (25th) day of the second (2nd) month following the close of the month in which water was taken.

IV

The Owners grant to the Utility the right to construct and erect a water distribution and/or processing plant to be located on the Westerly ten (10) acres of that portion of Section 30, Township 36 South, Range 17 East that lies North of State Road 54. The cost of such plant, exclusive of land by including pumps, motors, controls, electrical circuits, water lines and building construction shall be the obligation of the Utility. In the event another site proves to be more desirable by mutual agreement, a ten (10) acre site mutually acceptable may be substituted by the parties.

V

The Utility agrees to keep and maintain the properties installed by the Utility hereunder in good condition and repair, and further agrees that all costs and expenses incurred with the maintenance, repair, or operation of said well field and/or distribution systems shall be paid by the Utility.

VI

This Agreement shall not be assignable by either party without the consent of the other and shall be binding on and inure to the benefit of the heirs, executors, successors and assigns of the parties hereto.

VII

In the event the Utility shall cease or abandon its water extraction and distribution operations for a period of six (6) months, this Agreement shall be void and of no further force or effect. Any buildings, equipment or portions of the wells or well field remaining on the property at the time of abandonment or cessation of operations shall become the property of the Owners. This provision shall not apply during any period that the Utility shall be contesting the validity of any government, statutory, or regulatory proceeding or action. This Agreement shall be perpetual in term.

-2-

OFFICE, OLSON  
IN FLORIDA, FLA.  
AGREEMENT OF LAND  
AND OILS PLACE  
MILWAUKEE, WISCONSIN

992 1489

VIII

Anything herein to the contrary notwithstanding, the Owners shall not be liable in any respect whatsoever for failure, suspension or diminution in water supply, service or pressure hereunder.

IX

This Agreement extends solely and only to water and water rights; and the Owners specifically retain all other surface and mineral rights to the property covered by this Agreement without limitation as to use or enjoyment, provided only that the use and enjoyment of such other rights by the Owners shall not interfere with the extraction of water; drilling of wells; or installation of pipelines from the wells to the distribution or processing facility, It is agreed, however, that the Owners may use those amounts required for the furtherance of their agricultural business and agricultural use. That these rights shall be included in, but superior to, any use or withdrawal designated by any governmental body. That the Owners will cooperate in every manner with the Utility, and the Southwest Florida Water Management District.

X

The Utility covenants and agrees that in the event there is any proceeding or action brought by any governmental or regulatory agency or by any surrounding land owner with respect to the manner or degree of the extraction of water from the land covered hereby or as to the use of the land by the Utility hereunder, that the Utility will defend the same and save the Owners harmless from any such action.

XI

The parties hereto agree to execute such other documents as may be necessary from time to time to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

SPEER, OLSON & RUBIN, P.A.  
ATTORNEYS AT LAW  
5800 ALMA PLACE  
HOLIDAY, FLORIDA  
33060

[Signature]  
[Signature]  
As to "Owners"

[Signature] (SEAL)  
F. H. MITCHELL, JR.  
[Signature] (SEAL)  
MARCELLA A. MITCHELL

992 MAY 1 1990  
1496



Signed, sealed and delivered  
in the presence of:

Cheryl A. [Signature] James W. Mitchell (SEAL)  
JAMES W. MITCHELL  
Cheryl A. [Signature] Dorothy S. Mitchell (SEAL)  
DOROTHY S. MITCHELL  
As to "Owners"

Signed, sealed and delivered  
in the presence of:

Cheryl A. [Signature]  
David E. Olson  
As to "Owners"  
W. H. M. RANCH, INC., a Florida corporation  
By: W. H. Mitchell, Jr. (SEAL)  
W. H. MITCHELL, JR., President  
ATTEST: David E. Olson (SEAL)  
DAVID E. OLSON, Secretary/Treasurer

Signed, sealed and delivered  
in the presence of:

Cheryl A. [Signature]  
Marcella A. Mitchell  
As to "Owners"  
SEVEN SPRINGS NURSERY, INC., a Florida corporation  
By: W. H. Mitchell, Jr. (SEAL)  
W. H. MITCHELL, JR., President  
ATTEST: Marcella A. Mitchell (SEAL)  
MARCELLA A. MITCHELL,  
Secretary/Treasurer

Signed, sealed and delivered  
in the presence of:

Kathy Hall  
John [Signature]  
As to "Utility"  
ALPHA UTILITIES, INC., a Florida corporation  
[Signature] (SEAL)  
President  
ATTEST: [Signature] (SEAL)  
Secretary

STATE OF FLORIDA:  
COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared W. H. MITCHELL, JR. and MARCELLA A. MITCHELL, his wife, to me well known, who being first duly sworn, acknowledged the execution of the foregoing Agreement for the purposes therein expressed.

WITNESS my hand and official seal this 1<sup>st</sup> day of October 1975.

Miriam S. Younts  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 31, 1976  
BONDING TRUST GENERAL INSURANCE CO.



DAVID E. OLSON  
NOTARY PUBLIC  
1000 W. ALMA BLVD  
TALLAHASSEE, FLORIDA

992 and 494

STATE OF FLORIDA:

COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared JAMES W. MITCHELL AND DOROTHY S. MITCHELL, his wife, to me well known, who being first duly sworn, acknowledged the execution of the foregoing Agreement for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of October 1975

*Miriam S. Yount*  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 31, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA:

COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared W. H. MITCHELL, JR. and DAVID E. OLSON, the President and Secretary/Treasurer, respectively, of W. H. M. RANCH, INC., a Florida corporation, who being first duly sworn, acknowledged the execution of the foregoing Agreement in said capacity on behalf of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of October 1975

*Miriam S. Yount*  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 31, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA:

COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared W. H. MITCHELL, JR., and MARCELLA A. MITCHELL, the President and Secretary/Treasurer respectively, of SEVEN SPRINGS NURSERY, INC., a Florida corporation, who being first duly sworn, acknowledged the execution of the foregoing Agreement in said capacity on behalf of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of October 1975

*Miriam S. Yount*  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 31, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

SPEDR. OLSON  
& RUBIN, P.A.  
ATTORNEYS AT LAW  
2000 ALOMA PLACE  
WALDAY, FLORIDA  
32090

992 no 1492

STATE OF FLORIDA:

COUNTY OF PASCO :

Before me, the undersigned authority, personally appeared Roy M. Speer, and Jo Ann Pippin, the President and Secretary/Treasurer respectively, of ALOHA UTILITIES, INC., a Florida corporation, who being first duly sworn, acknowledged the execution of the foregoing Agreement in said capacity on behalf of said corporation, for the purposes therein expressed.

WITNESS my hand and official seal this First day of October 1975.

*Theresa L. ...*  
NOTARY PUBLIC  
3-14-72



SPRINKLER CLEAN  
IN FLORIDA, P.A.  
PROFESSIONAL SERVICE  
1000 10TH AVENUE  
TAMPA, FLORIDA 33604

992 01488

<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACREAGE</u>
14	26S	16E	610
13	26S	16E	530
24	26S	16E	28
23	26S	16E	190
26 w $\frac{1}{2}$	26S	16E	320
27	26S	16E	100
35 w $\frac{1}{2}$	26S	16E	320
22	26S	16E	150
28	26S	16E	200
21	26S	16E	75

South 3/4 of Section 29 and 30 Township 26S, Range 17E  
 North of State Road 54 - Acreage 337 and 246.5

Total Acreage 3,106.5

13	26	16	80
25	26	16	628
26	26	16	320
35	26	16	300
36	26	16	420
28	26	17	100
30	26	17	433
31	26	17	212
32	26	17	461
33	26	17	630
29	26	17	10

Total Acreage 3,594

FILED FOR RECORD  
 CLERK OF DISTRICT COURT  
 FEB 21 12 05 PM '79  
 678913

EXHIBIT "A"

80% net 1/3/94

# 15

PROCEEDINGS SEE BODY FOR SPECIFIC PARTIES

N/C

IN THE SIXTH JUDICIAL CIRCUIT COURT IN THE STATE OF FLORIDA  
IN AND FOR THE COUNTY OF PASCO

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION,  
Petitioner,

v.

CHARLES TAYLOR A/K/A CHARLES S.  
TAYLOR, et. al.,  
Defendants,

CASE NO : 95-4200  
DIVISION : G  
PARCEL : 105/700/005

FILED  
10/23/95 03:41pm  
DR BR 3488  
95314880

JED PITTMAN, PASCO COUNTY CLERK  
10/23/95 03:41pm 1 of 7  
DR BR 3488 PS 1 246

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, it appearing that proper notice was first given to CHARLES TAYLOR A/K/A CHARLES S. TAYLOR, the defendant, and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the petition, that the Petitioner would apply to this Court on the OCTOBER 15, 1995 for an Order of Taking, and the Court otherwise being fully advised in the premises, upon consideration, it is, therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of the subject matter and of the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.
3. That the Estimate of Value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.
4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein (legal description on page 2 of this order) shall vest in the petitioner.

1 of 6

RFM NPA

SECTION 14570-2515 STATE ROAD 54 PASCO COUNTY DESCRIPTION

PARCEL 105

FEE SIMPLE RIGHT OF WAY

PART "A"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 5/8" diameter iron rod (cap #3935) marking the Center of Section 15 of said Township; thence S 0°08'53" W, along the Westerly boundary of the Southeast 1/4 of Section 15, a distance of 2,649.61 feet to a railroad spike marking the North 1/4 Corner of Section 22 of said Township; thence S 89°36'19" E, along the North boundary of the Northeast 1/4 of Section 22, a distance of 1,290.35 feet; thence S 0°15'54" W a distance of 50.00 feet to the existing South right-of-way line of S.R. 54 and the POINT OF BEGINNING; thence S 89°36'19" E, along said right-of-way line a distance of 634.08 feet; thence S 0°17'42" W a distance of 68.19 feet to a point on a curve concave to the South and having a radius of 1,126.23 feet; thence Westerly along the arc of said curve 127.48 feet through a central angle of 17°10'08", a chord distance of 336.22 feet and a chord bearing of N 81°01'15" W; thence N 0°24'10" E a distance of 10.00 feet; thence N 89°36'19" W a distance of 301.73 feet; thence N 0°15'54" E a distance of 8.00 feet to the POINT OF BEGINNING.

Containing 13,905 square feet, more or less.

AND

PART "B"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 2,595.03 feet to the South right-of-way line of S.R. 54; thence N 89°36'19" W, along said right-of-way line, a distance of 140.00 feet; thence S 0°17'42" W, along a line 140.00 feet from and parallel with the East boundary of the Northeast 1/4 of said section, a distance of 370.00 feet to the POINT OF BEGINNING; thence N 89°36'19" W a distance of 103.73 feet to a point on a curve concave to the Southwest and having a radius of 1,126.23

DR BK 3488 PG 1247 2 of 7

SECTION 14570-2515 STATE ROAD 54 PASCO COUNTY DESCRIPTION

DR BK 3488 PG 1248

PARCEL 105, CONTINUED

feet; thence Southeasterly along the arc of said curve 164.45 feet through a central angle of 8°21'59", a chord distance of 164.31 feet and a chord bearing of S 38°51'03" E; thence N 0°17'42" E a distance of 127.25 feet to the POINT OF BEGINNING.

3 of 7

Containing 6,271 square feet, more or less.

AND

PART "C"

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 2,595.03 feet to the South right-of-way line of S.R. 54; thence N 89°36'19" W, along said right-of-way line, a distance of 140.00 feet; thence S 0°17'42" W, along a line 140.00 feet from and parallel with the East boundary of the Northeast 1/4 of said section, a distance of 370.00 feet; thence N 89°36'19" W a distance of 103.73 feet to a point on a curve concave to the Southwest and having a radius of 1,126.23 feet and being the POINT OF BEGINNING; thence Southeasterly along the arc of said curve 164.45 feet through a central angle of 8°21'59", a chord distance of 164.31 feet and a chord bearing of S 38°51'03" E; thence S 0°17'42" W a distance of 127.25 feet; thence N 46°21'30" W a distance of 82.76 feet; thence N 30°51'14" W a distance of 232.64 feet; thence S 89°36'19" E a distance of 76.91 feet to the POINT OF BEGINNING.

Containing 19,377 square feet, more or less.

Parts "A" "B" and "C" containing a total of 0.908 acres, more or less.

SECTION 14570-2515 STATE ROAD 54 PASCO COUNTY DESCRIPTION

PARCEL 700

TEMPORARY CONSTRUCTION EASEMENT

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 2,595.03 feet to the existing South right-of-way line of S.R. 54; thence N 89°36'19" W, along said South right-of-way line, a distance of 140.00 feet; thence S 0°17'42" W, along a line 140.00 feet from and parallel with the East boundary of the Northeast 1/4 of said section, a distance of 370.00 feet; thence N 89°36'19" W a distance of 277.11 feet to the POINT OF BEGINNING; thence S 0°52'41" E a distance of 72.20 feet; thence S 89°07'19" W a distance of 20.00 feet; thence N 0°52'41" W a distance of 72.65 feet; thence S 89°36'19" E a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 1,449 square feet, more or less.

For the purpose of EPA permitting thereon with the construction to be undertaken by the Department in State Road 54 adjacent thereto.

This easement shall expire upon the completion of this transportation project but not later than January 31, 1998.

4 of 6

OR BK 3488  
4 of 7  
PG 1249



SECTION 14579-2515 STATE ROAD 54 PASCO COUNTY DESCRIPTION

PARCEL 805

PERPETUAL EASEMENT

That part of the Northeast 1/4 of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, being described as follows:

Commence at a 3" x 3" concrete monument marking the East 1/4 Corner of said Section 22; thence N 0°17'42" E, along the East boundary of the Northeast 1/4 of said section, a distance of 2,595.03 feet to the existing South right-of-way line of S.R. 54; thence N 89°36'19" W, along said South right-of-way line, a distance of 140.00 feet; thence S 0°17'42" W, along a line 140.00 feet from and parallel with the East boundary of the Northeast 1/4 of said section, a distance of 370.00 feet; thence N 89°36'19" W a distance of 237.10 feet to the POINT OF BEGINNING; thence S 0°52'41" E a distance of 99.59 feet; thence S 89°07'19" W a distance of 40.00 feet; thence N 0°52'41" W a distance of 100.48 feet; thence S 89°36'19" E a distance of 40.01 feet to the POINT OF BEGINNING.

Containing 4,001 square feet, more or less.

A perpetual drainage easement and right of way for the purpose of clearing, excavating, constructing and maintaining outfall, drainage ditches, drains and water retention areas and a perpetual and exclusive easement for right of way or public road purposes over, upon, under and across the above described land, together with the right to enter upon said land and construct and maintain a public road thereon, with all such fills, cuts, drains, ditches and other incidentals necessary or convenient in connection therewith.

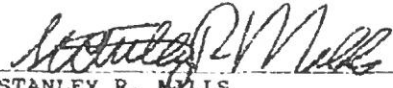
OR BK 3488 PG 1250  
5 of 7

5. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days <sup>thousand</sup> of the entry of this Order shall be in the amount of <sup>Ninety thousand dollars and eight hundred</sup> ~~EIGHTEEN THOUSAND NINE HUNDRED~~ <sup>19,065.00</sup> ~~NO/HUNDREDS~~ (~~\$18,900.00~~) DOLLARS. *SR*

7. That on deposit as set forth above and without further notice or Order of this Court the Petitioner shall be entitled to possession of the property described in the Petition.

DONE AND ORDERED this 16<sup>th</sup> day of October, 1995 in the State of Florida, County of Pasco.

  
STANLEY R. MILLS  
CIRCUIT JUDGE

OR # 3488  
6 of 7  
PG 1251

Department of Transportation v. Charles Taylor  
a/k/a Charles S. Taylor, et al.

SERVICE LIST

DR BK 3488

PG 1252

PARCEL 105/700/805

7 of 7

- D** CHARLES TAYLOR, A/K/A CHARLES S. TAYLOR  
SERVE: S. Cary Gaylord, Esq. as attorney  
777 Harbour Island Blvd., Suite 900  
Tampa, Florida 33602
- D** ALDRA UTILITIES, INC., A FLORIDA CORPORATION  
SERVE: Richard W. Baker, as registered agent  
1503 US Hwy 19  
Holiday, Florida 34691
- D** BAY GULF FEDERAL CREDIT UNION  
SERVE: John Simmonds, president  
1101 W. Busch Blvd.  
Tampa, Florida 33618
- D** TED WILLIAMS  
Pasco County Property Appraiser  
SERVE: Ted Williams  
705 E. Live Oak Street  
Dade City, Florida 33525
- D** MIKE OLSON  
Pasco County Tax Collector  
SERVE: Mike Olson  
705 E. Live Oak Street  
Dade City, Florida 33525



FPC property including the Pipeline Utilization Area prior to and after the installation of the Pipeline, which approval shall not be unreasonably withheld. FGT specifically acknowledges that FPC conditions this approval upon the completion by FGT and approval by FPC of an alternating current interference mitigation study to insure compatibility between FGT's Pipeline and FPC's existing facilities. FGT further agrees to perform a similar study when FPC constructs additional electric transmission facilities within the FPC properties associated with this Agreement. FGT will bear all costs associated with these studies. FGT will construct its facilities in accordance with the results of such studies to FPC's reasonable satisfaction.

The permission to use the Pipeline Utilization Area includes permission to use adjacent portions of the FPC easement and fee properties identified by FPC as temporary workspace and for ingress and egress to the Pipeline Utilization Area as necessary for construction, maintenance, repair and replacement of the Pipeline during the term of this Agreement. (the "Approved Temporary Workspace")

In exchange for this permission, FGT agrees to strictly comply with all the terms and conditions of this Agreement and its attachments (as may be amended), which includes the Florida Power Corporation Pipeline Collocation Guidelines dated November 26, 1997, incorporated herein as EXHIBIT "B".

FGT acknowledges that the use of the FPC properties herein granted by FPC is non-exclusive. FPC and others so authorized by FPC may occupy, traverse or otherwise utilize any portion of the FPC properties, including that portion designated herein as the Pipeline Utilization Area, provided that FPC and/or others authorized by FPC to utilize such FPC properties will comply with all applicable laws, rules and regulations and will not unreasonably interfere with FGT's occupation and utilization of the Pipeline Utilization Area.

2. **TERM AND CONSIDERATION.** This Agreement will become effective upon its execution by the parties, delivery of a fully executed copy to FGT, and approval by FPC of FGT's alternating current interference mitigation studies. All fees or reimbursements due under the terms of this Agreement will be due within thirty (30) days of receipt of invoice by the responsible Party. Unless terminated in accordance with any of the terms of this Agreement, this Agreement will continue in effect in perpetuity.

FGT agrees to install such reasonable alternating current interference mitigation equipment as FPC deems necessary if FPC later installs additional facilities on the properties which are the subject of this agreement. FGT agrees to reimburse FPC for all expenses associated with 1) the relocation of any FPC facilities necessitated by FGT's utilization of the FPC properties which are the subject of this Agreement, and 2) all costs associated with any FPC safety inspectors or crews FPC deems reasonably necessary during the construction, operation or maintenance of the Pipeline

In further consideration of FPC's permission to use this Pipeline Utilization Area, FGT agrees to give preferential favorable consideration to any proposed FPC use of FGT's existing or future right of way where required by FPC to best fulfill FPC's own service requirements. Any such permission by FGT to FPC will be granted under substantially similar terms and conditions as are provided herein or otherwise as mutually agreed.

3. **REQUIRED PERMITS LICENSES OR EASEMENTS.** FGT acknowledges that the FPC transmission line easements and fee owned properties contain property or lands in which persons other than FPC may own or control an interest over which FPC may not have lawful authority to permit the construction and maintenance of the Pipeline insofar as the rights of such persons are concerned. FGT will secure and maintain legally sufficient easements, permits or licenses from all owners of property upon which the Pipeline Utilization Area or Approved Temporary Construction Area may be located as necessary to construct, operate and maintain the Pipeline. Upon reasonable request by FPC, FGT will provide to FPC copies of any and all such easements, permits or licenses authorizing FGT's use of the Pipeline Utilization Area.

FGT will comply with all applicable federal, state and local laws, rules and regulations with respect to the use of any FPC owned properties. FGT will secure and maintain all permits, licenses and/or approvals from all federal, state and local entities or agencies necessary to the construction, operation and maintenance of the Pipeline. FPC agrees to cooperate with FGT in any application process for such necessary permits licenses and/or approvals

4. **DAMAGE AND REPORTS.** Each party will exercise all reasonable precautions to avoid damage to the FPC easements and fee owned properties, the Pipeline and the facilities of FPC and of others located on the FPC easements and fee owned properties. FGT or FPC, will make an immediate report to other Party's nearest local office of the occurrence of any such damage to FPC's or FGT's facilities. FGT hereby agrees to reimburse FPC for all expenses incurred in making repairs to FPC facilities or properties for any and all loss on account of any such damage arising out of or resulting from the construction, operation, inspection, maintenance, repair removal, and replacement of the Pipeline, except when caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other persons engaged in FPC's activities. FPC hereby agrees to reimburse FGT for all expenses incurred in making repairs to FGT facilities or properties for any and all loss on account of any such damage arising out of or resulting from the construction, operation, inspection, maintenance, repair, removal, and replacement of the FPC facilities located on the FPC owned properties described by this Agreement, except when caused by the sole negligence of FGT, its employees, agents, contractors, representatives or other persons engaged in FGT's activities.

FGT will assume the sole duty, responsibility and obligation to restore the entire disturbed area within the FPC easements and fee owned properties used by FGT, including FPC's patrol roads and the berms existing on the FPC fee owned properties, to a condition reasonably as good as that which existed prior to FGT's disturbance of the area. FGT specifically agrees to restore any of the said bridges on the FPC fee owned properties to a condition reasonably as good as that which existed prior to FGT's uses of said bridges. Nothing herein contained will be construed to compel FPC to maintain the FPC Right of Way except as needed for its own service requirements.

5. **LIMITATIONS OF LIABILITY.** FPC reserves to itself, its successors and assigns, the right to construct, maintain, renew and operate its facilities over, under and upon all properties or easements held by FPC in such manner as to enable it to fulfill its own service requirements. However, FPC will accomplish such activities in a manner that will not interfere with the safe operation of the Pipeline. Similarly, FGT will not interfere with the safe operation of the FPC facilities. Neither FGT or FPC will be liable to the other Party for any temporary interruption of services which may be caused by the presence, operation, maintenance, breakdown or alterations of, or additions to, the lines and facilities of either FPC or FGT. FPC and FGT specifically release any claims against the other Party for any consequential damages which result from FGT's or FPC's use of the FPC fee owned properties or easements

6. **INDEMNIFICATION AND INSURANCE.**

A. As to any claims arising on the FPC fee owned properties or easements occasioned or caused by any third party damaging the Pipeline or any FGT operations thereon, FGT hereby expressly and specifically assumes all risks and agrees to indemnify and hold FPC harmless from and against any and all claims, costs, expenses, damages, actions and causes of action, including without limitation reasonable attorney fees, resulting directly or indirectly, in whole or in part, from such third party's act or claim, except when directly caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other persons engaged in FPC's activities up to a total limit of five million dollars (\$5,000,000). FGT agrees to immediately report such incidents to FPC. As part of the above indemnity, FGT will further indemnify, protect and save harmless FPC from and against any and all claims and demands for damages to property, and injury or death to persons, including payments made under any Worker's Compensation law or under any plan for employee's disability or death benefits, which may arise out of or be caused by third party actions affecting the construction, maintenance, presence, use, removal or abandonment of the Pipeline or by the proximity of the Pipeline to facilities of FPC or of others using the FPC properties, or caused by any act or acts of FGT or its agents on or in the vicinity of FPC's facilities, and for any and all costs or expenses (including without limitation reasonable attorney's fees) incurred by FPC by reason of any such claim or demand, except when directly caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other person engaged in FPC's activities up to the same five million dollar (\$5,000,000) limit

B. Other than the above stated indemnification, FGT and FPC, will each be responsible for their respective operations on the FPC properties and will each indemnify and hold the other harmless from such respective operations, except to the extent of the negligence attributable to either in a court of law or as may be agreed upon between the Parties. In no event shall FPC or FGT be responsible or liable for any consequential damages arising from the other's operations on the FPC owned properties or easements.

C. FGT will secure and maintain all insurance required by Exhibit "B" to this agreement in a form and amount acceptable to FPC in FPC's sole discretion. FGT may satisfy this requirement by providing to FPC a Certificate of Self Insurance in a form and amount acceptable to FPC in FPC's sole discretion or other form of security mutually agreed to by FGT and FPC.

7. **TERMINATION.** If FGT materially fails to comply with any of the provisions of this Agreement or defaults in any of its obligations hereunder, and fails within sixty (60) days after written notice from FPC to correct such default or non-compliance, FPC may at its option correct any such defective performance hereunder and invoice FGT for all expenses incurred by FPC in such correction, or terminate this Agreement. In the event that FGT has notified FPC in writing that correction of such default or non-compliance cannot reasonably be accomplished within such sixty (60) day period, and FGT demonstrates to FPC's reasonable satisfaction that FGT is diligently completing correction of such default or non-compliance, FPC shall extend such sixty (60) day period.

Upon termination of this Agreement, and after approval authority to abandon the Pipeline and related facilities has been granted by all regulatory agencies, FGT, at FGT's sole expense, will cease use of and remove the Pipeline from the FPC easements and fee owned properties in a manner consistent with all applicable federal, state and local laws and regulations. Concurrently with said removal FGT, at FGT's sole expense, will restore the affected portion of the FPC properties to a condition reasonably identical to that which existed prior to FGT's utilization of FPC owned properties. If FGT fails to remove the Pipeline and/or restore the FPC properties then FPC will have the right to remove all or portions of such Pipeline and/or restore the FPC Right-of-Way at FGT's expense and without any liability for such removal or restoration. In the event that FPC terminates this Agreement under this Section, FGT will not be entitled to any refund of any amounts paid or due to FPC by FGT pursuant to this Agreement.

8. **NON-WAIVER OF TERMS.** Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect.



9. **OTHER PERMITEES.** Nothing herein will be construed to affect in any manner any rights or privileges previously conferred by FPC, by contract or otherwise, to others to use the FPC owned properties described by this Agreement, and FPC will have the right to continue and extend such rights and privileges. Upon request by FGT, FPC will provide copies of all such contracts and arrangements. The privileges herein granted will at all times be subject to such existing contracts and arrangements, including any renewals or extension thereof. The privileges herein granted will be non-exclusive, and FPC shall have the right in its sole discretion to grant privileges of any sort to any person, firm or corporation, provided such grant will not unreasonably interfere with FGT's utilization of the FPC properties or FGT's safe operation and maintenance of the Pipeline under this Agreement.
10. **ASSIGNABILITY.** FGT will not assign, transfer or sublet the privileges hereby granted without the prior consent in writing from FPC, which consent will not be unreasonably withheld. Transfer of this Agreement to any FGT affiliate with the financial and legal ability to satisfy the terms and conditions of this Agreement will not be deemed an assignment hereunder. Any FGT affiliate or partnership receiving such a transfer of rights must accept all terms and conditions of the Agreement and notify FPC of such transfer and acceptance in writing.
11. **SUCCESSORS AND ASSIGNS.** Subject to the provision of Section 10 hereof, the Agreement will extend to and bind the successors and assigns of the parties hereto.
12. **GOVERNING LAW.** This Agreement and each of its provisions shall be governed by and construed in accordance with the laws of the State of Florida.
13. **SEVERABILITY.** The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any provision will in no manner effect the validity or enforceability of any other provision.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same Agreement.
15. **ACKNOWLEDGMENT OF ENCUMBRANCE.** Uses allowed herein constitute an encumbrance on FPC's easements and fee owned properties, and the stated consideration compensates for that encumbrance, as well as for additional benefits realized by FGT in occupying said properties.

16. **NOTICES:** Any notice or demand required under this Agreement or by law, will be in writing and will be deemed to have been delivered upon hand delivery or five (5) days following the mailing of such notice by Certified Mail Return Receipt Requested, and addressed to the following:

**FPC:** Florida Power Corporation  
Attention: Property, Records, & Data Mgmt  
2600 Lake Lucien Drive, Suite 400  
Maitland, Florida 32751

**FGT:** Florida Gas Transmission Company  
Attn: Right of Way Director  
601 South Lake Destiny Drive, Suite 450  
Maitland, Florida 32751



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on the dates indicated below:

FLORIDA POWER CORPORATION

Doyle McHenry  
Witness Suzanne S. McHenry  
Carl Morrison  
Witness CARLA R. MORRISON

By: [Signature]  
Title: Vice President



Dated this 14<sup>th</sup> day of January, 1999.

FLORIDA GAS TRANSMISSION COMPANY

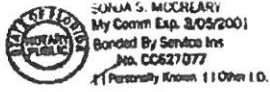
[Signature]  
Witness Suzanne Fikac  
Debbie Barden  
Witness Debbie Barden

By: [Signature]  
Johnny W. McGee  
Title: AGENT & ATTORNEY IN FACT

Dated this 28<sup>th</sup> day of January, 1999.

STATE OF FLORIDA )  
 )ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by P. Dagojino as Vice President, Bulk Power Delivery, of **FLORIDA POWER CORPORATION**, a Florida private corporation, on behalf of the corporation. He personally appeared before me at the time of notarization, and is personally known to me.

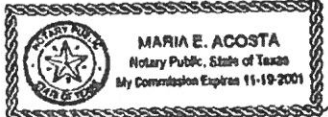


*Soha S. McCreary*  
Notary Public

My Commission Expires: 3-31-2001

STATE OF ~~FLORIDA~~ Texas )  
 )ss.  
COUNTY OF ~~ORANGE~~ Harris )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 1999, by Johnny W. Mcbee as Vice President of **FLORIDA GAS TRANSMISSION COMPANY**, a Delaware Corporation, on behalf of the corporation. He personally appeared before me at the time of notarization, and is personally known to me.



*Maria E. Acosta*  
Notary Public

My Commission Expires 11-19-2001

**FLORIDA GAS TRANSMISSION COMPANY  
ANCLOTE PLANT GAS LATERAL  
12" AND 16" PIPELINE**

**FPC Structures Involved:**

ANL-1 thru ANL-42, ANS-1 thru ANS-7, LTS-4 thru LTS-17, CC-206 thru CC-247, and CLT-205 thru CLT-246

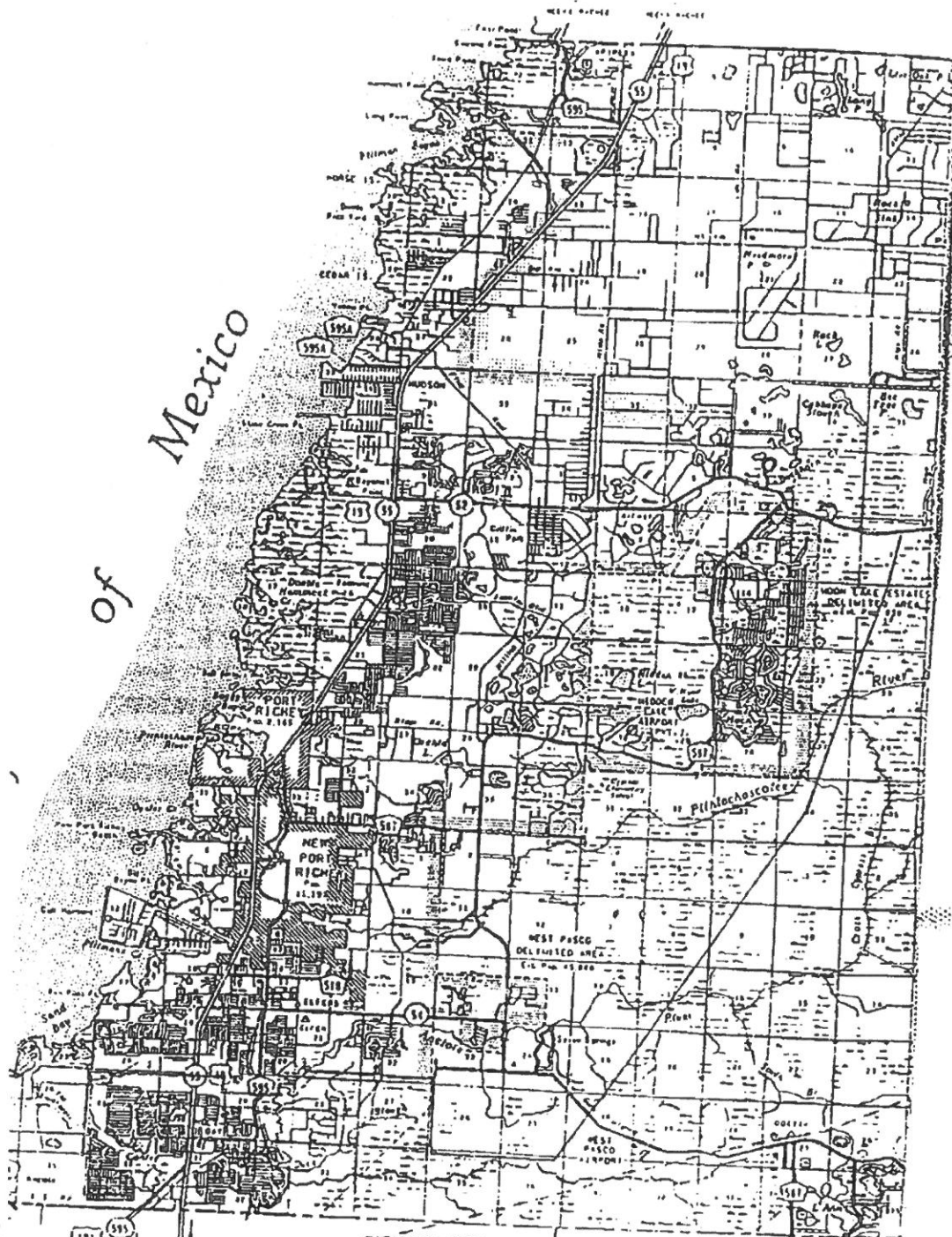
**Located in the following sections of Pasco County:**

Sections 11, 14, 22, 23, 27, and 34, Township 25 South, Range 17 East,  
Sections 3, 4, 8, 9, 17, 19, 20, and 30, Township 26 South, Range 17  
East, 21, 22, 23, 25, 26, 29, 30, Township 26 South, Range 16 East, and  
Sections 25, 26, 34, and 35, Township 26 South, Range 15 East

**Easements and Deed Recording information as follows:**

OR 286 at PG 34	OR 278 at PG 460	OR 276 at PG 184
OR 278 at PG 231	OR 357 at PG 609	OR 657 at PG 73
OR 657 at PG 70	OR 657 at PG 73	OR 357 at PG 609
OR 649 at PG 399	OR 627 at PG 748	OR 649 at PG 399
OR 278 at PG 231	OR 2085 at PG 1193	OR 627 at PG 748
OR 728 at PG 144	OR 742 at PG 1567	OR 742 at PG 1569
OR 713 at PG 563	OR 713 at PG 559	OR 713 at PG 557
OR 713 at PG 561	OR 721 at PG 823	OR 724 at PG 36
OR 672 at PG 356	OR 672 at PG 360	OR 531 at PG 31
OR 498 at PG 624	OR 672 at PG 357	OR 721 at PG 823
OR 777 at PG 1327		

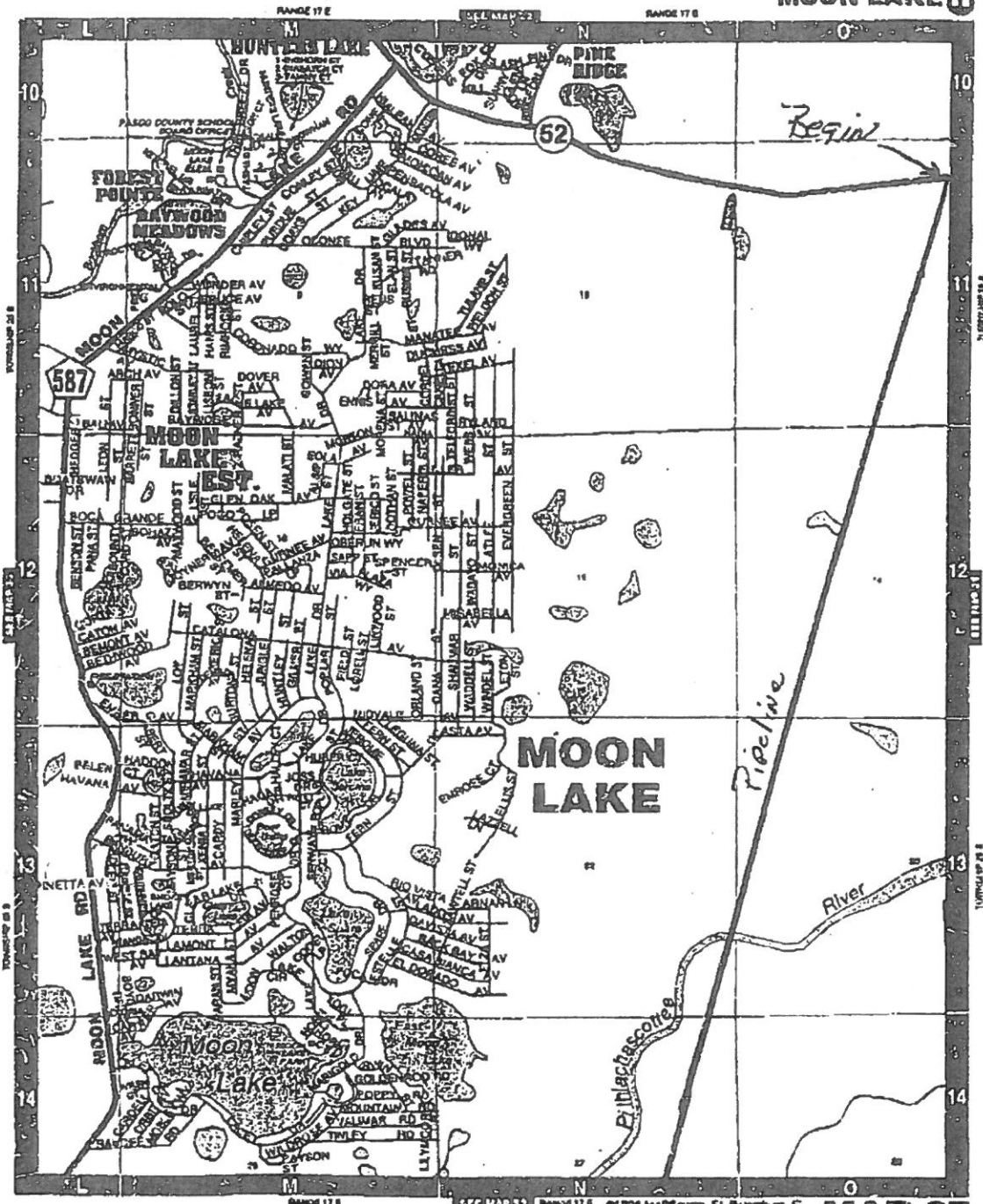
**EXHIBIT "A"**  
**Page 1 of 9 Pages**



of Mexico

COUNTY EXHIBIT "A"  
 OR BK 4107 PG 565  
 10 of 25

# MOON LAKE



OR BK 4107 PG 566

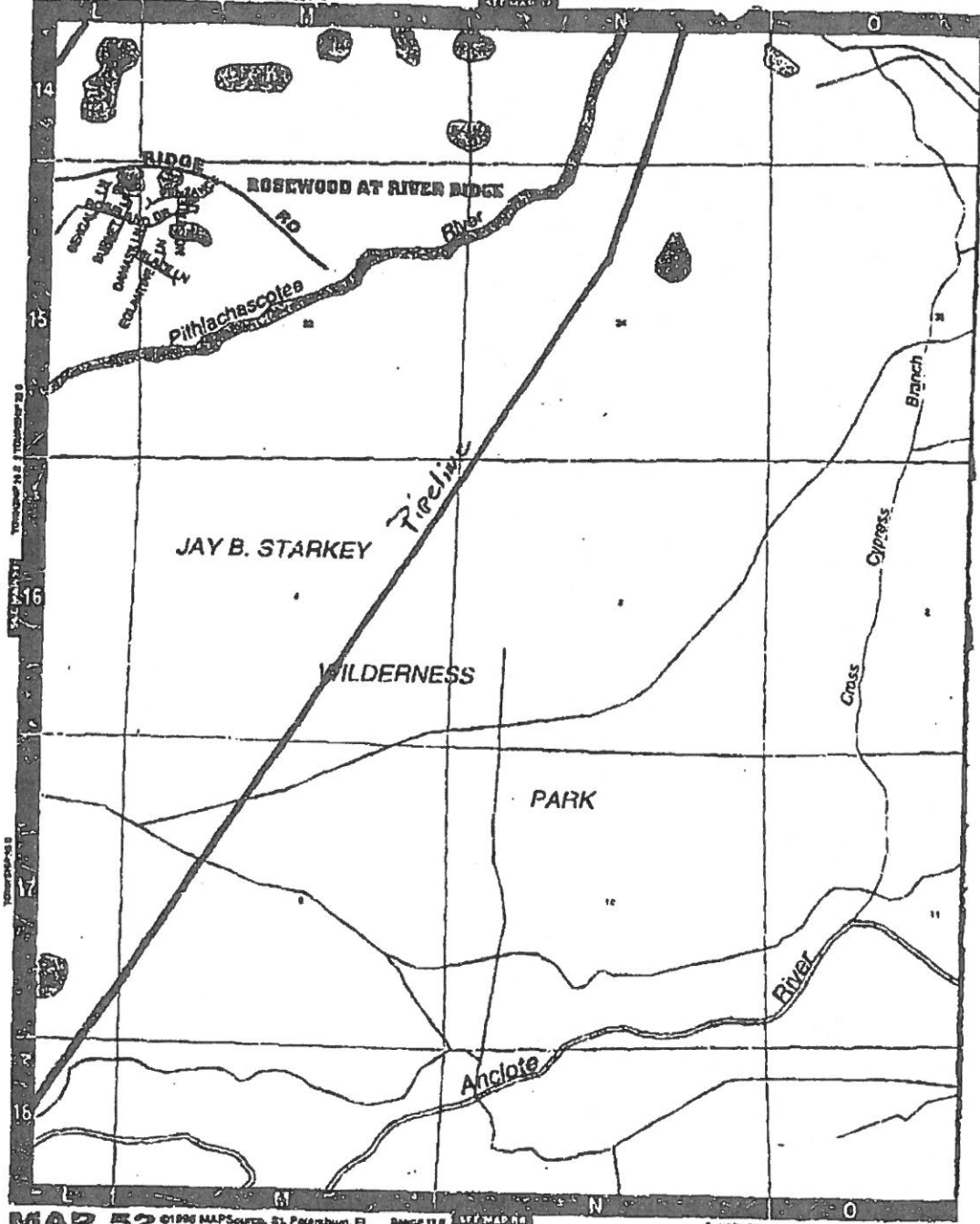
Page 3 of 9 Pages

MAP 37

11 of 25

**EXHIBIT A**

# RIVER RIDGE, STARKEY WILDERNESS PARK



MAP 52 ©1996 MAPSource, St. Petersburg, FL RANGE 17E STATEMAP 08

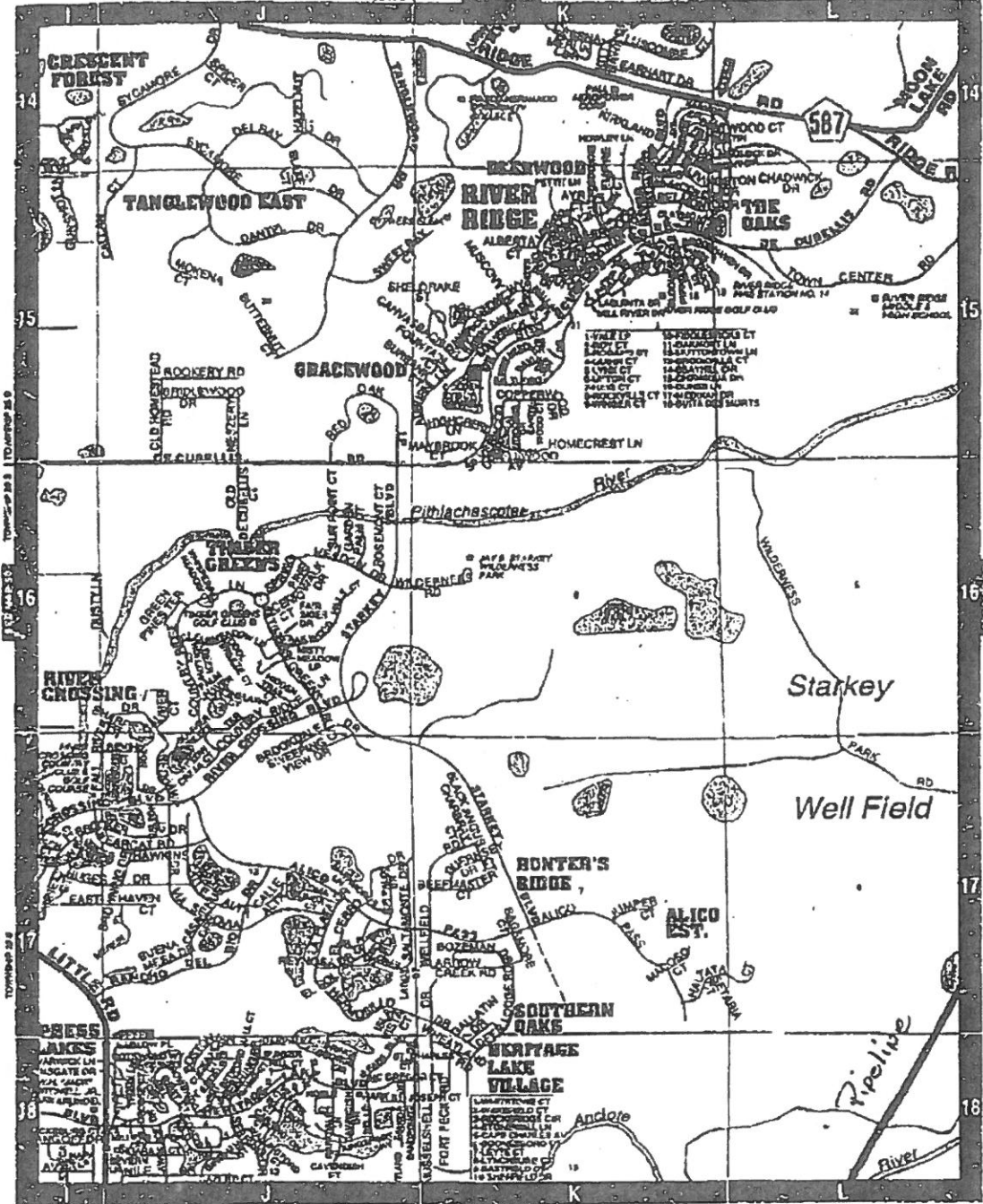
OR BK 4107 PG 567

Page 4 of 7 Pages

EXHIBIT "A"

12 of 25

# RIVER RIDGE, RIVER CROSSING, HUNTER'S RIDGE, HERITAGE LAKE

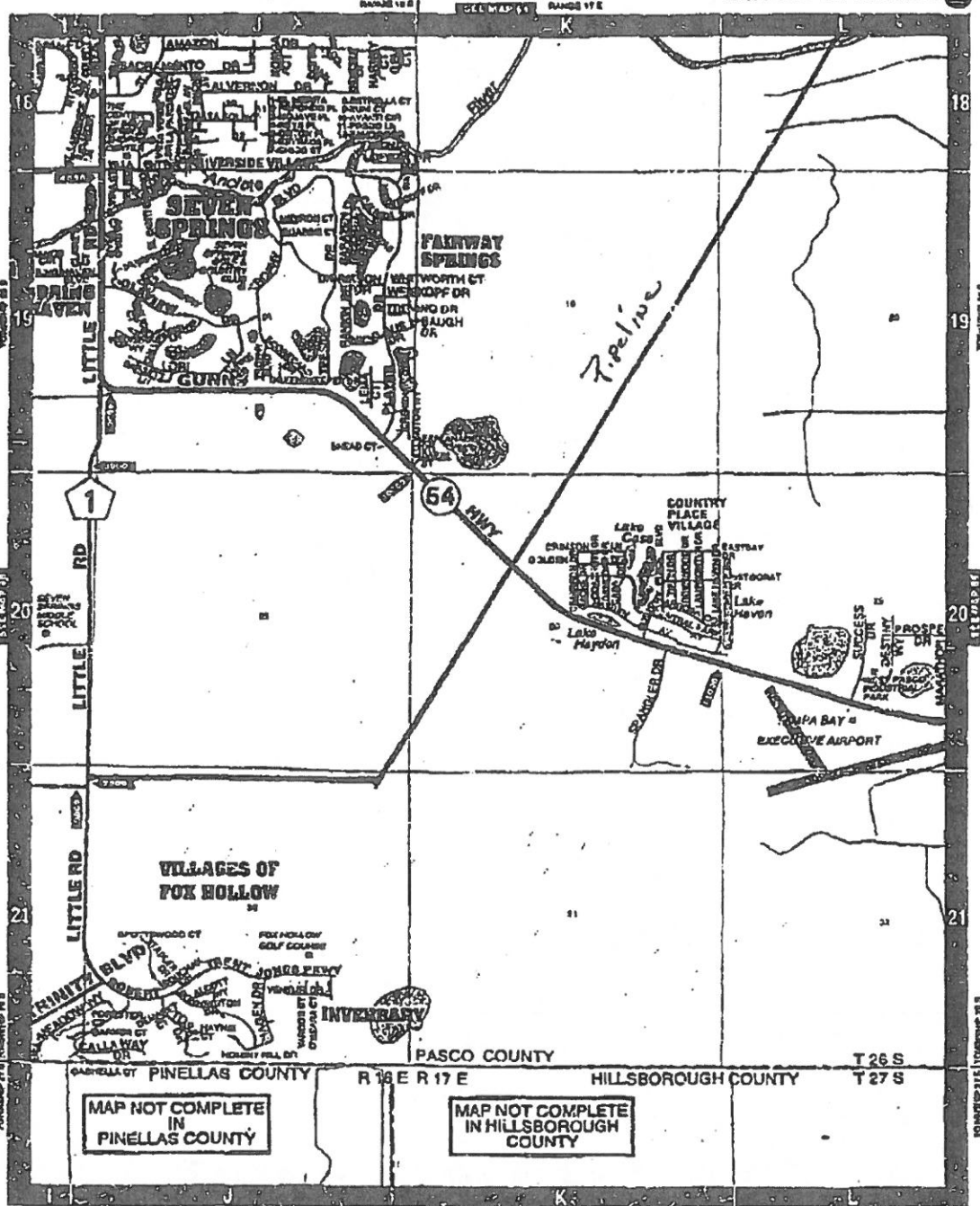


DR BK 4107 PG 568 5 of 9 Pages EXHIBIT "A" MAP 51

13 of 25



SEVEN SPRINGS 1



MAP NOT COMPLETE IN PINELLAS COUNTY

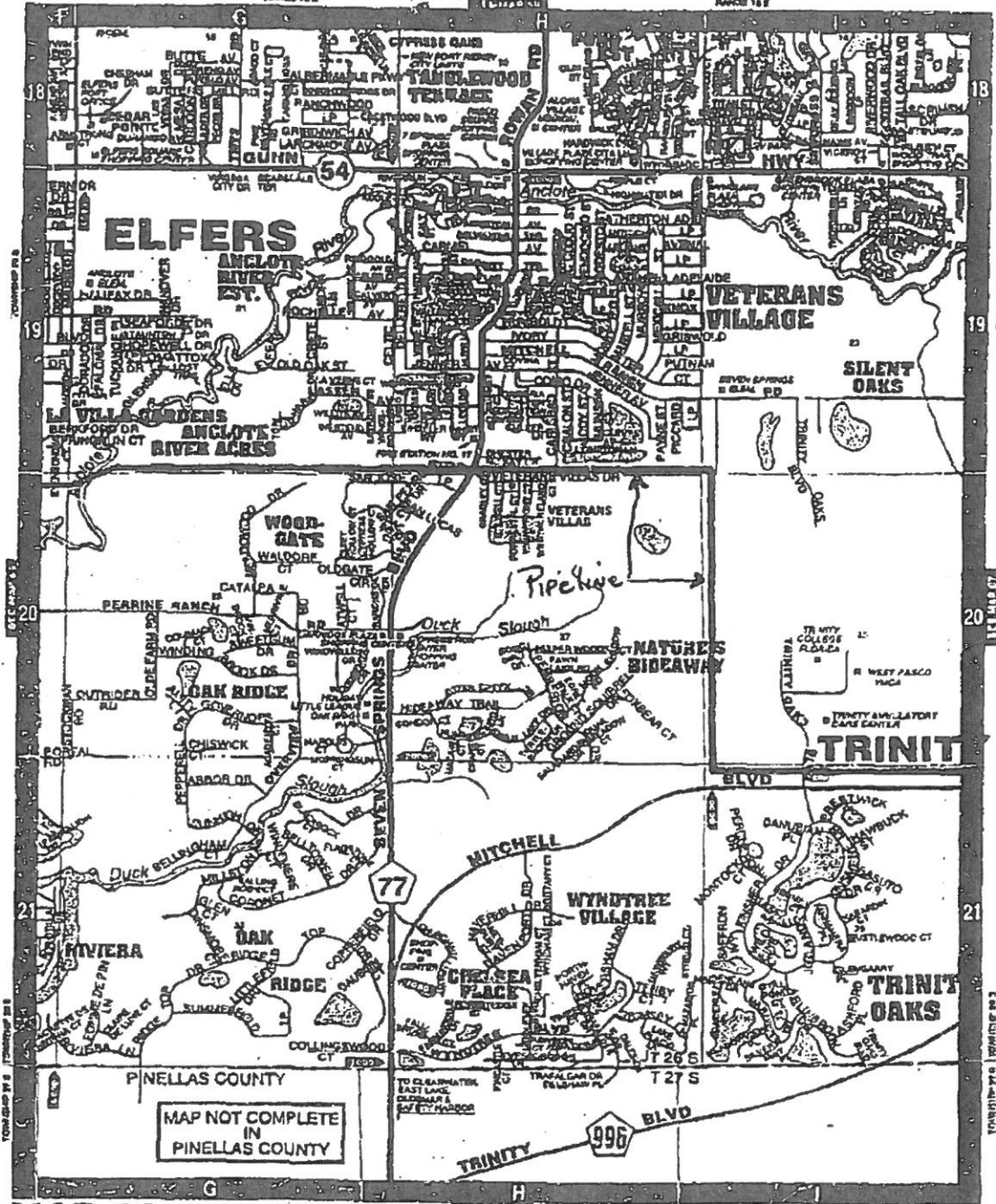
MAP NOT COMPLETE IN HILLSBOROUGH COUNTY

DR BK 4107 PG 569

Page 6 of 9 Pages

EXHIBIT "A" MAP 67

# ELFERS, VETERANS VILLAGE, TRINITY



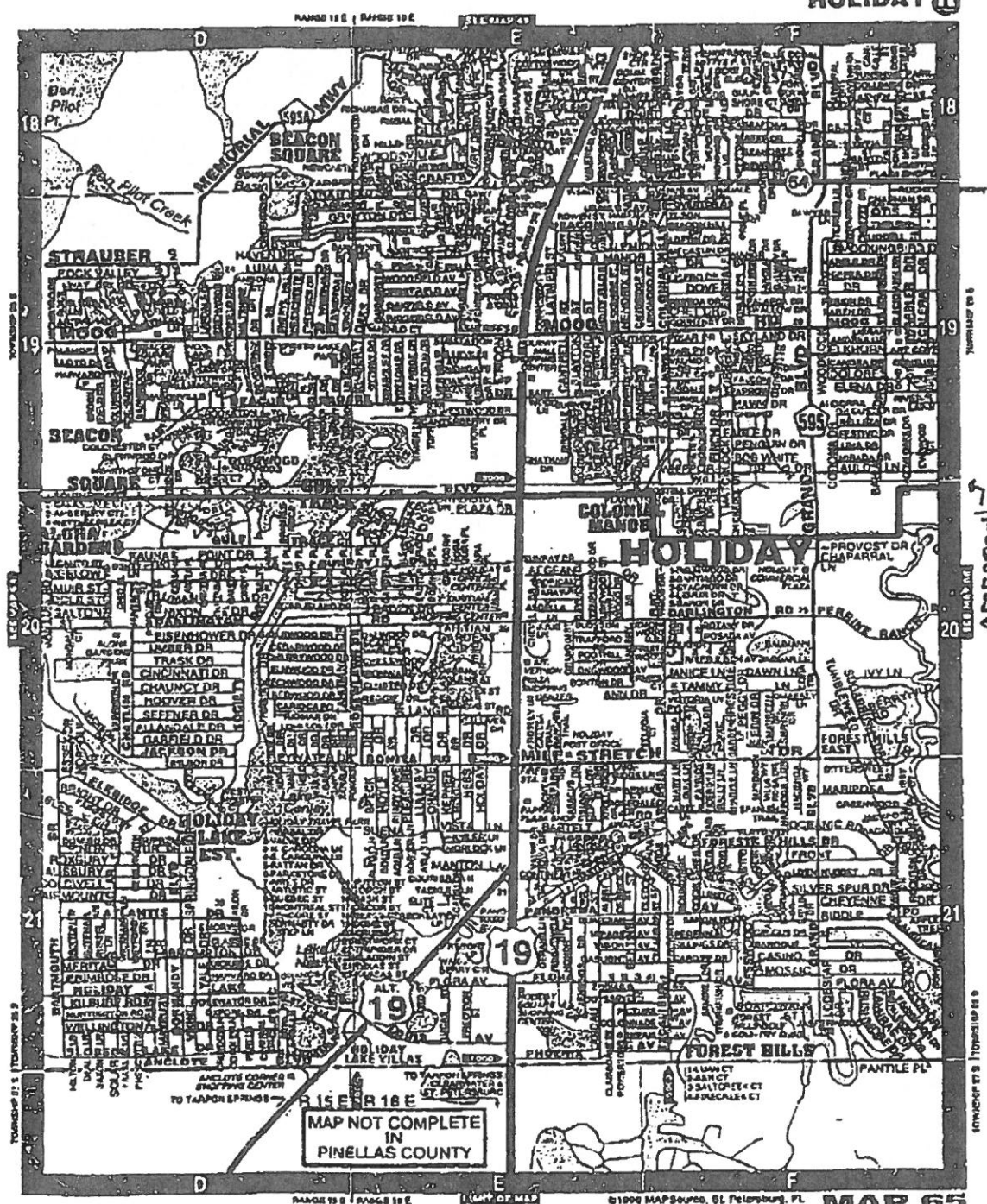
MAP 66 ©1996 MAPSOURCE, Ft. Pierce, FL. PAGE 16 S (LIMIT OF 1987)

OR BK 4107 PG 570

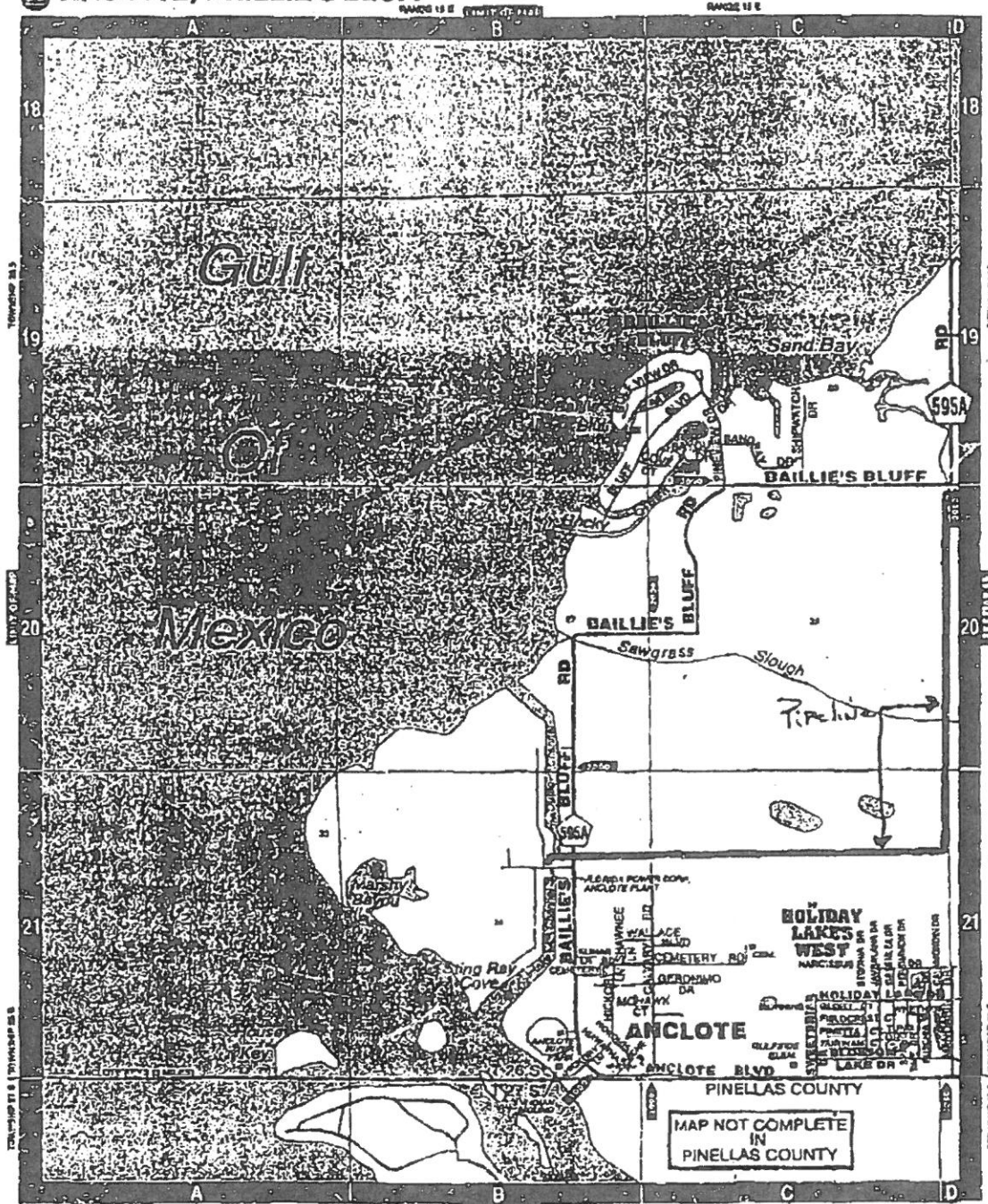
Page 7 of 9 Pages

## EXHIBIT "A"

HOLIDAY II



# 1 ANCLOTE, BAILLIE'S BLUFF



MAP 64 ©1998 MAPSource, St. Petersburg, FL RANGE 15E LIMIT OF MAP

DR BK 4107 PB 572

Page 9 of 9 Pages

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EXHIBIT "D"

**FLORIDA POWER CORPORATION  
PIPELINE COLLOCATION GUIDELINES  
NOVEMBER 26, 1997**

**1. OBJECTIVE**

The purpose of these guidelines is to identify minimum requirements for potential collocation of pipeline facilities, safely within Florida Power Corporation's Right-of-Way. The National Standard of Canada CAN/CSA-C22.3 No. 6-M91 (under part III of the Canadian Electrical Code) principles and practices of electrical coordination between pipelines and electric supply lines, September, 1991 has been adopted by Florida Power Corporation for the collocation of pipeline facilities and electrical transmission facilities. All design and construction approval must be secured through the Right-Of-Way Utilization Committee

**2. LOCATION GUIDELINES**

- A. No excavation within twenty-five (25) feet of transmission structures or foundations to prevent undermining of structure or foundation. Exceptions possible with approval, if proper support of structure is maintained through use of sheet piling or other appropriate support methods. This includes structures and all attachments such as guy wires, anchors, etc.. Florida Power Corporation requires that the Canadian Electrical Code be met in all cases. The requirement for 10 meters separation between pipeline structures is practical and exceptions are possible with approval, if appropriate mitigation has been studied by the pipeline company, and then reviewed and accepted by Florida Power Corporation.
- B. No parallel installation under conductors. Maintain a minimum of twenty (20') feet from any conductor.
- C. Avoid locating the pipe between any transmission lines. (Circuits)
- D. No conflicts with future Florida Power Corporation system expansion plans on the right-of-way.
- E. No above ground appurtenances near structures.
- F. Transitions from one side to the other of right-of-way with pipelines is prohibited without prior review and approval by Florida Power Corporation.

- G. To be installed with centerline of pipeline at five (5') feet from edge of right-of-way. Exception possible with review and approval by Florida Power Corporation.
- H. Venting valves, blow off valves should be vented away from any potential ignition sources. Above ground height to be no greater than ten (10') feet.
- I. Pipeline Company should also adequately mark pipe location. Design the pipeline such that FLORIDA POWER CORPORATION can drive over and work over it with equipment without damaging pipe. Gross vehicle weights of 200,000 pounds and more are commonly used.
- J. Permanent heavy equipment access across pipelines will be established by the pipeline companies by either burying the pipe deeper or by using upgraded steel to withstand weights of exceptionally heavy construction equipment.
- K. Future modifications by the pipeline company must be processed through the Right of Way Utilization Committee at Florida Power Corporation.
- L. A minimum thirty (30') feet wide access shall remain the entire length of the collocation. No fences are allowed without prior consent by Florida Power Corporation.

### 3. DESIGN GUIDELINES

Each pipeline company to furnish Florida Power Corporation a study showing that they meet certain criteria prior to construction. This study must account for existing facilities as well as future facilities. Future facilities will be studied per today's design criteria and must be re-studied when the system design is finalized.

A. Cathodic protection and interference mitigation system designs must account for all facilities in the right-of-way. In general, it is desirable to avoid over design of the mitigation system, as this results in greater line losses (due to the flow of magnetically induced currents) and higher DC stray currents from the pipeline's Cathodic Protection System (and therefore, corrosion of electric supply line structure foundations), particularly if it is an impressed current system. On the other hand, under design of the mitigation system results in a safety concerns with respect to electric shocks, an increased risk of damage to the pipeline (or even failure), and therefore a possible increase in maintenance activity in the right-of-way with an accompanying increased risk of accidents.

- I. The study shall include stray DC current analysis of all existing and future structures, foundations and anchors on right-of-way (including pipelines and power line structure foundations and guy wire anchors, etc.) Sacrificial anodes are the

preferred means of cathodic protection to minimize stray currents.

2. The study shall include AC corrosion analysis of the pipe.

B. Above ground appurtenances such as valves, pig launchers, receivers, etc. should have appropriate gradient control grids designed for each site.

1. Dead front construction of test stations will be required.

2. Make measurements at every exposed pipeline appurtenances at regular intervals.

3. At above ground appurtenances during worst case fault conditions, touch and step voltages shall not exceed values determined in accordance with ANSI/IEEE Standard 80.

4. The NESC 5 M.A. rule will not be exceeded.

5. All above ground appurtenances will be fenced and the fence appropriately bonded to the gradient control system (if any) to ensure that excessive touch voltages do not occur along the fence.

C. The worst case steady state conditions, including consideration of future growth, load unbalance, and voltage peaks occurring near phase transpositions, pipeline/electric supply line deviations, and pipeline insulating flanges/joints: Not to exceed 15 volts step and touch voltage.

D. Consider combined conductive and inductive voltages during the worst case fault conditions. Mitigation on the pipeline needs to be such that during the worst case fault conditions, the resulting stress voltages will not exceed values that damage the coating, pipeline wall or insulating flanges/joints.

E. In calculating conductive and inductive voltages, the following parameters must be accounted for:

1. Current division between the overhead grounds and tower ground.

2. The effect of the overhead ground in the cancellation of a portion of the magnetic field.

3. Adequate soil resistivity measurements to develop an accurate two (2) layer soil model or multi-layer model.

4. For electric supply line design considerations minimizing interference levels in nearby pipelines. Note, however, that the standards recommendation to install or increase the number of buried counterpoises should not be taken to hold unconditionally. Counterpoises can both improve and worsen conductive interference effects, depending primarily on the soil structure, the extent of the exposure zone and the disposition of the counterpoises.

5. Maximum acceptable step and touch voltages according to ANSI/IEEE Standard #80. Note that a fault at the nearest structure is typically, but not always, the worst case.

F. Florida Power Corporation's right-of-way shall not be used to satisfy wetland mitigation requirements.

G. Perform electric load loss study to determine additional line power losses due to parallelism.

H. Require EMF study to assure proposed pipeline does not diminish utilities use of right-of-way by increasing EMF at the edge of Rights-of-Way.

4. **CONSTRUCTION GUIDELINES**

A. Pipeline company must meet the following and any other applicable:

National Electrical Safety Code - NESC  
 National Association of Corrosion Engineers - NACE - Standard RP-01-77  
 Occupational Safety and Health Administration - OSHA  
 Federal State and Local Requirements -  
 US D.O.T. Pipeline Safety Regulations - Part 192 or 195 as applicable.

B. Schedule and notify Florida Power Corporation for pre-arranged electrical outage of the transmission line.

C. At above ground appurtenances during normal operating conditions step and touch voltages will not exceed 15V. All personnel working on right-of-way need to be aware that under fault conditions this voltage will be greatly exceeded.

D. Pipe company shall secure all necessary permits or licenses from Federal, State or Local Government and must provide copies to Florida Power Corporation prior to construction.



- E. Notify Florida Power Corporation Right-of-Way Inspector at (813) 865-5109 seven (7) days prior to construction.
- F. A pipeline company electrical safety inspector is required on each spread until installation is complete. A full safety program is required to inform and train workers concerning work near electrical facilities.
- G. During construction, if 15V is exceeded adequate protection or procedures will be utilized. Temporary gradient control mats or grids must extend beyond the work area.
- H. Any existing stray buried and above ground metallic materials located or excavated between an electric supply line and a pipeline will need to be removed to prevent excessive pipeline coating stress voltages or arcing from supply line supporting structures to the pipeline during a fault on the supply line.
- I. All metallic structures must be grounded and rubber tire vehicles will be grounded by straps and by rod, if stationary. Must bond vehicles before and during fueling.
- J. Must cease work during high winds, storms and pre-arranged switching and rubber protection will be worn where required. Gradient control wires/mats will be installed, as needed. Bonding is required across pipe sections.
- K. Lift equipment to comply with NESC clearances.
- L. Pipeline company shall not use, store, dispose, treat or generate any hazardous substances in Florida Power Corporation's utilization area.
- M. Ground elevation must not be changed more than two (2') feet from existing grade. Pipe company is responsible for restoration of the utilization area to equal or better condition as prior to construction as nearly as practical.
- N. Notification of completion of construction on the designated utilization area must be made to the transmission right-of-way inspector at (407) 475-2223 within thirty (30) days. Following completion, a complete set of as-built drawings, locating and describing pipelines sealed by a registered surveyor will be submitted to Florida Power Corporation within one hundred eighty (180) days.
- O. Florida Power Corporation's Right-Of-Way inspector shall be notified when any pipeline is charged or pressure tested. Also a Florida Power Corporation's construction inspector will be assigned to verify terms of the agreement and to

coordinate requirements by Florida Power Corporation to adjust and modify facilities to allow construction of the pipeline. All costs are to be paid by the pipeline company. The construction manager (or designated representative) will make reports to the Transmission Right-of-Way inspector, Jim Talbot at (407) 475-2223 regarding any damages to Florida Power Corporations' property, private or public facilities. Pipeline company agrees to pay all expenses incurred while repairing such damages.

P. As a safeguard in respect of the above, the Pipeline Company shall carry **Workers' Compensation Insurance** in the minimum amounts required by statute and shall carry policies of insurance acceptable to FPC with respect to (a) General Liability not less than \$5,000,000 combined single limit and (b) Pollution Liability not less than \$5,000,000 combined single limit and (c) Automobile Liability not less than \$1,000,000 combined single limit. The Pipeline Company shall have the insurance policies mentioned in (a), (b) and (c) above, respectively, endorsed by its insurance carrier to provide blanket contractual coverage, expressly with respect to this section, to the full limits of and for the liabilities insured under said policies; and prior to the commencement of any construction of its Facilities hereunder, the Pipeline Company shall furnish Florida Power Corporation with a certificate on Florida Power Corporation's Form 908-404(s) or equivalent acceptable to Florida Power Corporation, completed by the Pipeline Company's insurance carrier showing it carries the requisite insurance and that the specified policies insure the liability assumed by the Pipeline Company under this section. Effective January 1, 1995, and in five (5) year increments thereafter, the aforementioned insurance coverages shall be adjusted by adding to the coverage amounts of the previous five (5) year period, the increase (if any) of the CPI - All Urban Consumers as reported by the Bureau of Labor Statistics for the previous five (5) year period (or in the event the Index is discontinued, an equivalent cost of living index of some other appropriate governmental agency elected by Florida Power Corporation.

#### 5. OPERATION/POST CONSTRUCTION

A. In addition to the foregoing requirements, the Pipeline Company shall comply with the requirements of "Subpart B - Reporting Accidents and Safety-Related Conditions" of the United States Department of Transportation Pipeline Safety Regulations Part 192/195 - Transportation of Hazardous Liquids by Pipeline, 49 CFR), as appropriate and shall promptly provide to Florida Power Corporation a duplicate copy of all correspondence or other notification made to the US DOT pursuant to incidents as they may occur on lands utilized by this agreement.

B. The Pipeline Company further hereby agrees that if any member of the public, or any employee of the Pipeline Company or the Pipeline Company's agents, contractors, representatives or other persons engaging in the Pipeline Company's

activities upon the Right-of-Way, or if any property including Florida Power Corporation's or the public is damaged in the course of work being performed under the provisions of this Agreement, the Pipeline Company shall first notify Jim Talbot at (407) 475-2223 and if unable to reach, contact Florida Power Corporation's Claims Department at (815) 866-4372 during regular business hours from 8 a.m. to 5 p.m., Monday through Friday, or (813) 866-4539 at night, weekends or holidays. Such notification shall be made immediately upon knowledge, in person or by telephone and promptly confirmed in writing within twenty-four (24) hours and shall include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, disposition of injured or deceased person.

C. 14. REMOVAL AND RELOCATION FACILITIES, the Pipeline Company may at any time remove any or all of its Pipeline from the Florida Power Corporation's right-of-way, provided that the Pipeline Company give Florida Power Corporation written notice a minimum of thirty (30) days advance of planned removal. No refund of any amounts paid. Should it be necessary, in the sole judgment of Florida Power Corporation, for the Pipeline of the Pipeline Company to be relocated or removed, Florida Power Corporation shall notify the Pipeline Company of the changes which Florida Power Corporation deems necessary, and the Pipeline Company agrees to make such changes, at the Pipeline Company's expense. Florida Power Corporation shall exercise its best efforts to identify alternative space on the right-of-way for the equipment and facilities of the Pipeline Company that will comply with clearance and separation standards and satisfy safety requirements of applicable codes and government regulations, and that will reasonably accommodate the Pipeline Company's purposes under this Agreement. The Pipeline Company agrees to complete any partial relocation of any of its Pipeline permitted within thirty (30) days of notification from Florida Power Corporation, unless the Pipeline Company determines that such partial relocation cannot reasonably be accomplished within thirty (30) days, in which case the Pipeline Company shall provide for Florida Power Corporation approval a schedule for the timely accomplishment of such partial relocation, consistent with any necessary permitting, right of way acquisition and/or mobilization of resources to make such partial relocation, within fifteen (15) days of notice by Florida Power Corporation of the need for partial relocation. The Pipeline Company further agrees to complete any major relocation or removal of the Pipeline or portions thereof permitted within ninety (90) days of notification from Florida Power Corporation, unless the Pipeline Company determines that such major relocation cannot reasonably be accomplished within ninety (90) days, in which case the Pipeline Company shall provide for Florida Power Corporation approval a schedule for the timely accomplishment of such major relocation, consistent with any necessary permitting, right of way acquisition and/or mobilization of resources to make such major relocation, within thirty (30) days of notice by Florida Power Corporation of the need for the major relocation. In the event it should be necessary for the Pipeline Company to remove or relocate the Pipeline from the Florida Power Corporation

right-of-way as required by Florida Power Corporation, the parties agree to exercise their best efforts to resolve the conflict in a timely manner, such removal or relocation not to exceed one-hundred and eighty (180) days.

D. A twenty-five (25') foot separation for future pipeline facilities is required and coordination with Florida Power Corporation and the Pipeline Company will be necessary. A ten (10') foot minimum separation is possible with prior notification to the Florida Power Corporation's Right-of-Way Utilization Committee. The Committee will review and coordinate any such request with the Pipeline Company.

E. Within one hundred eighty (180) days of completion of pipeline construction, Florida Power Corporation will require the Pipeline Company to furnish three (3) sets of As-Built drawings.

2006014091



This document prepared by: Marva Taylor  
Return to: Progress Energy Florida, Inc.  
Attn: Real Estate Document Center  
3300 Exchange Place, NP3A  
Lake Mary, FL 32746

Rept: 962536 Rec: 256.50  
DS: 0.70 IT: 0.00  
01/23/06 *KS* Dpty Clerk

Florida Gas Transmission Company  
ETS #20050312  
CLT 204 to CLT 205

JED PITTMAN, PASCO COUNTY CLERK  
01/23/06 03:49pm 1 of 30  
OR BK 6807 PG 216

## AMENDMENT TO UNDERGROUND PIPELINE RIGHT-OF-WAY UTILIZATION AGREEMENT

This Amendment to Underground Pipeline Right-of-Way Utilization Agreement (hereinafter referred to as the "Amendment"), made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida Corporation (hereinafter sometimes referred to as "PEF"); and Florida Gas Transmission Company, a Delaware Corporation, (hereinafter referred to as "APPLICANT"), herein;

### WITNESSETH

WHEREAS, PEF and APPLICANT have heretofore entered into that certain Encroachment Agreement dated January 28<sup>th</sup>, 1999 Recorded in Official Record Book 4107 Page 556 of the Public Records of Pasco County, Florida (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto as a composite "EXHIBIT A" and is, by this reference, made a part hereof, which Agreement established the terms and conditions pursuant to which PEF agreed to allow APPLICANT the privilege to occupy and utilize a portion of Section 11, Township 25 South, Range 17 East, Pasco County, Florida, being hereinafter referred to as the "APPLICANT's Utilization" and with the location and extent of said APPLICANT's Utilization being substantially as depicted on print of sketch attached hereto within "EXHIBIT A"; and

WHEREAS, APPLICANT has been granted the limited privilege to occupy and utilize that portion of the APPLICANT Utilization to construct, operate and maintain an underground natural pipeline;

WHEREAS, the parties to the Agreement are willing to make such Amendment to the Encroachment Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Agreement and this Amendment, it is hereby covenanted and agreed by and between the parties as follows:

1. The Agreement is hereby amended and modified as follows: relocation of Gas Valve due to the widening of SR 52, being substantially as depicted on print of sketch attached hereto within "Exhibit B"

2. Except as herein amended or modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Agreement are and shall remain in full force and effect.
3. In addition to the above stated APPLICANT's Utilization use, PEF herein grants the additional use subject to all the specific requirements included in the original agreement.
4. PEF, by its execution hereof, hereby represents, warrants and certifies that, to the best of its information and belief, APPLICANT has fully performed all of its duties and obligations under the Agreement and that, to the best of PEF's information and belief, the Agreement is not in default as of the date hereof.
5. APPLICANT, by its execution hereof, hereby represents, warrants, and certifies that, to the best of its information and belief, PEF has fully performed all of its duties and obligations under the Agreement and that, to the best of APPLICANT's information and belief, the Agreement is not in default as of the date hereof.

IN WITNESS WHEREOF, the said PEF and APPLICANT have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written:

FLORIDA POWER CORPORATION d/b/a  
PROGRESS ENERGY FLORIDA, INC.  
(as PEF)

WITNESSES:

Sign Timothy L. Mumford  
Printed Name: TIMOTHY L. MUMFORD

Howard Gugel  
Howard Gugel  
Coastal Area Transmission Maintenance Manager

Sign William McChine  
Printed Name: William McChine

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2007, by Howard Gugel of Progress Energy, a Florida Corporation, organized and existing under the laws of the State of FL, on behalf of the Corporation. He personally appeared before me at the time of notarization, and is personally known to me.

Mary Lou Iannucci  
Notary Public

Notary Commission Expires 12/2/2008

MARY LOU IANNUCCI  
Notary Public, State of Florida  
My Comm. Expires Dec. 2, 2008  
No. DD376266



# EXHIBIT A

OR BK 6807 PG 219  
4 of 30  
**ORIGINAL**

99027652

## UNDERGROUND PIPELINE RIGHT-OF-WAY UTILIZATION AGREEMENT

THIS AGREEMENT, between FLORIDA POWER CORPORATION, a Florida corporation, with its principal office located at 2600 Lake Lucien Drive, Suite 400, Maitland, Florida 32751, ("FPC") and FLORIDA GAS TRANSMISSION COMPANY, a Delaware Corporation, organized and existing under laws of the State of Delaware, and duly authorized to transact business in the State of Florida and maintaining its principal office for the conduct of business in the State of Florida at 601 South Lake Destiny Drive, Suite 450, Maitland, Florida 32751 ("FGT").

### WITNESSETH

WHEREAS, FPC owns, operates and maintains electric transmission lines in Florida on both easements and fee owned properties held by FPC; and

WHEREAS, FGT intends to construct, operate and maintain an underground natural gas pipeline ("Pipeline") in Pasco, Florida and desires to construct, operate and maintain a portion of such pipeline facilities for a single sixteen inch (16") and twelve inch (12") diameter Pipeline from FGT's 30" West leg lateral to FPC's Anclote Power Plant on electric transmission line easements and fee owned properties held by FPC as more specifically described in Exhibit "A"; and

WHEREAS, the Pipeline includes, but is not limited to, line pipe, valves, valve boxes, fence enclosures, cathodic protection system, above ground items necessary for operating, maintaining and identifying the location of the Pipeline, pipeline markers and other appurtenances necessary for a for a single sixteen inch (16") and twelve inch (12") diameter Pipeline from FGT's 30" West leg lateral to FPC's Anclote Power Plant; and

WHEREAS, FPC is willing to permit, to the extent that it may do so lawfully, FGT to construct, operate, inspect, maintain, repair, remove and replace the Pipeline in the area described in attached Exhibit "A" (The "Pipeline Utilization Area");

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, FPC and FGT do hereby agree as follows:

1. PERMISSION TO USE RIGHT OF WAY, FPC, to the extent that it may do so lawfully, hereby grants to FGT permission to access, construct, operate, inspect, maintain, repair, remove, and replace the Pipeline in the Pipeline Utilization Area shown on the attached Exhibit "A". FPC will have the reasonable right to review for compatibility with FPC's use of its properties FGT's proposed use of the Pipeline Utilization Area or other adjacent FPC properties and approve any and all parts, installations or facilities of the Pipeline located on

Page 1 of 8

Rcpt: 309369 Reg: 114.00  
DSr: 0.00 IT: 0.00  
03/05/99 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
03/05/99 03:19pm 1 of 25  
OR BK 4107 PG 556

ID: \_\_\_\_\_  
Tit: 79561



FPC property including the Pipeline Utilization Area prior to and after the installation of the Pipeline, which approval shall not be unreasonably withheld. FGT specifically acknowledges that FPC conditions this approval upon the completion by FGT and approval by FPC of an alternating current interference mitigation study to insure compatibility between FGT's Pipeline and FPC's existing facilities. FGT further agrees to perform a similar study when FPC constructs additional electric transmission facilities within the FPC properties associated with this Agreement. FGT will bear all costs associated with these studies. FGT will construct its facilities in accordance with the results of such studies to FPC's reasonable satisfaction.

The permission to use the Pipeline Utilization Area includes permission to use adjacent portions of the FPC easement and fee properties identified by FPC as temporary workspace and for ingress and egress to the Pipeline Utilization Area as necessary for construction, maintenance, repair and replacement of the Pipeline during the term of this Agreement, (the "Approved Temporary Workspace")

In exchange for this permission, FGT agrees to strictly comply with all the terms and conditions of this Agreement and its attachments (as may be amended), which includes the Florida Power Corporation Pipeline Collocation Guidelines dated November 26, 1997, incorporated herein as EXHIBIT "B".

FGT acknowledges that the use of the FPC properties herein granted by FPC is non-exclusive. FPC and others so authorized by FPC may occupy, traverse or otherwise utilize any portion of the FPC properties, including that portion designated herein as the Pipeline Utilization Area, provided that FPC and/or others authorized by FPC to utilize such FPC properties will comply with all applicable laws, rules and regulations and will not unreasonably interfere with FGT's occupation and utilization of the Pipeline Utilization Area.

2. **TERM AND CONSIDERATION.** This Agreement will become effective upon its execution by the parties, delivery of a fully executed copy to FGT, and approval by FPC of FGT's alternating current interference mitigation studies. All fees or reimbursements due under the terms of this Agreement will be due within thirty (30) days of receipt of invoice by the responsible Party. Unless terminated in accordance with any of the terms of this Agreement, this Agreement will continue in effect in perpetuity.

FGT agrees to install such reasonable alternating current interference mitigation equipment as FPC deems necessary if FPC later installs additional facilities on the properties which are the subject of this agreement. FGT agrees to reimburse FPC for all expenses associated with 1) the relocation of any FPC facilities necessitated by FGT's utilization of the FPC properties which are the subject of this Agreement, and 2) all costs associated with any FPC safety inspectors or crews FPC deems reasonably necessary during the construction, operation or maintenance of the Pipeline.

In further consideration of FPC's permission to use this Pipeline Utilization Area, FGT agrees to give preferential favorable consideration to any proposed FPC use of FGT's existing or future right of way where required by FPC to best fulfill FPC's own service requirements. Any such permission by FGT to FPC will be granted under substantially similar terms and conditions as are provided herein or otherwise as mutually agreed.

3. **REQUIRED PERMITS LICENSES OR EASEMENTS**, FGT acknowledges that the FPC transmission line easements and fee owned properties contain property or lands in which persons other than FPC may own or control an interest over which FPC may not have lawful authority to permit the construction and maintenance of the Pipeline insofar as the rights of such persons are concerned. FGT will secure and maintain legally sufficient easements, permits or licenses from all owners of property upon which the Pipeline Utilization Area or Approved Temporary Construction Area may be located as necessary to construct, operate and maintain the Pipeline. Upon reasonable request by FPC, FGT will provide to FPC copies of any and all such easements, permits or licenses authorizing FGT's use of the Pipeline Utilization Area.

FGT will comply with all applicable federal, state and local laws, rules and regulations with respect to the use of any FPC owned properties. FGT will secure and maintain all permits, licenses and/or approvals from all federal, state and local entities or agencies necessary to the construction, operation and maintenance of the Pipeline. FPC agrees to cooperate with FGT in any application process for such necessary permits licenses and/or approvals.

4. **DAMAGE AND REPORTS**, Each party will exercise all reasonable precautions to avoid damage to the FPC easements and fee owned properties, the Pipeline and the facilities of FPC and of others located on the FPC easements and fee owned properties. FGT or FPC, will make an immediate report to other Party's nearest local office of the occurrence of any such damage to FPC's or FGT's facilities. FGT hereby agrees to reimburse FPC for all expenses incurred in making repairs to FPC facilities or properties for any and all loss on account of any such damage arising out of or resulting from the construction, operation, inspection, maintenance, repair removal, and replacement of the Pipeline, except when caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other persons engaged in FPC's activities. FPC hereby agrees to reimburse FGT for all expenses incurred in making repairs to FGT facilities or properties for any and all loss on account of any such damage arising out of or resulting from the construction, operation, inspection, maintenance, repair, removal, and replacement of the FPC facilities located on the FPC owned properties described by this Agreement, except when caused by the sole negligence of FGT, its employees, agents, contractors, representatives or other persons engaged in FGT's activities.

FGT will assume the sole duty, responsibility and obligation to restore the entire disturbed area within the FPC easements and fee owned properties used by FGT, including FPC's patrol roads and the berms existing on the FPC fee owned properties, to a condition reasonably as good as that which existed prior to FGT's disturbance of the area. FGT specifically agrees to restore any of the said bridges on the FPC fee owned properties to a condition reasonably as good as that which existed prior to FGT's uses of said bridges. Nothing herein contained will be construed to compel FPC to maintain the FPC Right of Way except as needed for its own service requirements.

5. **LIMITATIONS OF LIABILITY.** FPC reserves to itself, its successors and assigns, the right to construct, maintain, renew and operate its facilities over, under and upon all properties or easements held by FPC in such manner as to enable it to fulfill its own service requirements. However, FPC will accomplish such activities in a manner that will not interfere with the safe operation of the Pipeline. Similarly, FGT will not interfere with the safe operation of the FPC facilities. Neither FGT or FPC will be liable to the other Party for any temporary interruption of services which may be caused by the presence, operation, maintenance, breakdown or alterations of, or additions to, the lines and facilities of either FPC or FGT. FPC and FGT specifically release any claims against the other Party for any consequential damages which result from FGT's or FPC's use of the FPC fee owned properties or easements.

6. **INDEMNIFICATION AND INSURANCE.**

A. As to any claims arising on the FPC fee owned properties or easements occasioned or caused by any third party damaging the Pipeline or any FGT operations thereon, FGT hereby expressly and specifically assumes all risks and agrees to indemnify and hold FPC harmless from and against any and all claims, costs, expenses, damages, actions and causes of action, including without limitation reasonable attorney fees, resulting directly or indirectly, in whole or in part, from such third party's act or claim, except when directly caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other persons engaged in FPC's activities up to a total limit of five million dollars (\$5,000,000). FGT agrees to immediately report such incidents to FPC. As part of the above indemnity, FGT will further indemnify, protect and save harmless FPC from and against any and all claims and demands for damages to property, and injury or death to persons, including payments made under any Worker's Compensation law or under any plan for employee's disability or death benefits, which may arise out of or be caused by third party actions affecting the construction, maintenance, presence, use, removal or abandonment of the Pipeline or by the proximity of the Pipeline to facilities of FPC or of others using the FPC properties, or caused by any act or acts of FGT or its agents on or in the vicinity of FPC's facilities, and for any and all costs or expenses (including without limitation reasonable attorney's fees) incurred by FPC by reason of any such claim or demand, except when directly caused by the sole negligence of FPC, its employees, agents, contractors, representatives or other person engaged in FPC's activities up to the same five million dollar (\$5,000,000) limit.

B. Other than the above stated indemnification, FGT and FPC, will each be responsible for their respective operations on the FPC properties and will each indemnify and hold the other harmless from such respective operations, except to the extent of the negligence attributable to either in a court of law or as may be agreed upon between the Parties. In no event shall FPC or FGT be responsible or liable for any consequential damages arising from the other's operations on the FPC owned properties or easements.

C. FGT will secure and maintain all insurance required by Exhibit "B" to this agreement in a form and amount acceptable to FPC in FPC's sole discretion. FGT may satisfy this requirement by providing to FPC a Certificate of Self Insurance in a form and amount acceptable to FPC in FPC's sole discretion or other form of security mutually agreed to by FGT and FPC.

7. **TERMINATION.** If FGT materially fails to comply with any of the provisions of this Agreement or defaults in any of its obligations hereunder, and fails within sixty (60) days after written notice from FPC to correct such default or non-compliance, FPC may at its option correct any such defective performance hereunder and invoice FGT for all expenses incurred by FPC in such correction, or terminate this Agreement. In the event that FGT has notified FPC in writing that correction of such default or non-compliance cannot reasonably be accomplished within such sixty (60) day period, and FGT demonstrates to FPC's reasonable satisfaction that FGT is diligently completing correction of such default or non-compliance, FPC shall extend such sixty (60) day period.

Upon termination of this Agreement, and after approval authority to abandon the Pipeline and related facilities has been granted by all regulatory agencies, FGT, at FGT's sole expense, will cease use of and remove the Pipeline from the FPC easements and fee owned properties in a manner consistent with all applicable federal, state and local laws and regulations. Concurrently with said removal FGT, at FGT's sole expense, will restore the affected portion of the FPC properties to a condition reasonably identical to that which existed prior to FGT's utilization of FPC owned properties. If FGT fails to remove the Pipeline and/or restore the FPC properties then FPC will have the right to remove all or portions of such Pipeline and/or restore the FPC Right-of-Way at FGT's expense and without any liability for such removal or restoration. In the event that FPC terminates this Agreement under this Section, FGT will not be entitled to any refund of any amounts paid or due to FPC by FGT pursuant to this Agreement.

8. **NON-WAIVER OF TERMS.** Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect.

9. **OTHER PERMITEES.** Nothing herein will be construed to affect in any manner any rights or privileges previously conferred by FPC, by contract or otherwise, to others to use the FPC owned properties described by this Agreement, and FPC will have the right to continue and extend such rights and privileges. Upon request by FGT, FPC will provide copies of all such contracts and arrangements. The privileges herein granted will at all times be subject to such existing contracts and arrangements, including any renewals or extension thereof. The privileges herein granted will be non-exclusive, and FPC shall have the right in its sole discretion to grant privileges of any sort to any person, firm or corporation, provided such grant will not unreasonably interfere with FGT's utilization of the FPC properties or FGT's safe operation and maintenance of the Pipeline under this Agreement.
10. **ASSIGNABILITY.** FGT will not assign, transfer or sublet the privileges hereby granted without the prior consent in writing from FPC, which consent will not be unreasonably withheld. Transfer of this Agreement to any FGT affiliate with the financial and legal ability to satisfy the terms and conditions of this Agreement will not be deemed an assignment hereunder. Any FGT affiliate or partnership receiving such a transfer of rights must accept all terms and conditions of the Agreement and notify FPC of such transfer and acceptance in writing.
11. **SUCCESSORS AND ASSIGNS.** Subject to the provision of Section 10 hereof, the Agreement will extend to and bind the successors and assigns of the parties hereto.
12. **GOVERNING LAW.** This Agreement and each of its provisions shall be governed by and construed in accordance with the laws of the State of Florida.
13. **SEVERABILITY.** The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any provision will in no manner effect the validity or enforceability of any other provision.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same Agreement.
15. **ACKNOWLEDGMENT OF ENCUMBRANCE.** Uses allowed herein constitute an encumbrance on FPC's easements and fee owned properties, and the stated consideration compensates for that encumbrance, as well as for additional benefits realized by FGT in occupying said properties.

16. **NOTICES:** Any notice or demand required under this Agreement or by law, will be in writing and will be deemed to have been delivered upon hand delivery or five (5) days following the mailing of such notice by Certified Mail Return Receipt Requested, and addressed to the following:

**FPC:** Florida Power Corporation  
Attention: Property, Records, & Data Mgmt  
2600 Lake Lucien Drive, Suite 400  
Maitland, Florida 32751

**FGT:** Florida Gas Transmission Company  
Attn: Right of Way Director  
601 South Lake Destiny Drive, Suite 450  
Maitland, Florida 32751

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on the dates indicated below:

Donna J. McCreary  
Witness Suzanne S. McCrory  
Carl R. Morrison  
Witness CARLA R. MORRISON

FLORIDA POWER CORPORATION

By: [Signature]

Title: Vice President



Dated this 14<sup>th</sup> day of January, 1999.

[Signature]  
Witness Suzanne Filice  
Debbie Boulder  
Witness Debbie Boulder

FLORIDA GAS TRANSMISSION COMPANY

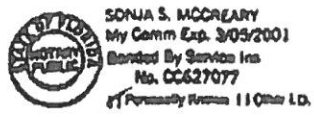
By: [Signature]

Title: AGENT & ATTORNEY IN FACT

Dated this 28<sup>th</sup> day of January, 1999.

STATE OF FLORIDA )  
 )ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by P. Dagostino as Vice President, Bulk Power Delivery, of **FLORIDA POWER CORPORATION**, a Florida private corporation, on behalf of the corporation. He personally appeared before me at the time of notarization, and is personally known to me.



Sonia S. McCreary  
Notary Public

My Commission Expires: 3-5-2001

STATE OF ~~FLORIDA~~ Texas )  
 )ss.  
COUNTY OF ~~ORANGE~~ Harris)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 1999, by Johnny W. McGee ~~Vice President~~ Accountant in Fact of **FLORIDA GAS TRANSMISSION COMPANY**, a Delaware Corporation, on behalf of the corporation. He personally appeared before me at the time of notarization, and is personally known to me.



Maria E. Acosta  
Notary Public

My Commission Expires: 11-19-2001

FLORIDA GAS TRANSMISSION COMPANY  
ANCLOTE PLANT GAS LATERAL  
12" AND 16" PIPELINE

FPC Structures involved:

ANL-1 thru ANL-42, ANS-1 thru ANS-7, LTS-4 thru LTS-17, CC-206 thru  
CC-247, and CLT-205 thru CLT-246

Located in the following sections of Pasco County:

Sections 11, 14, 22, 23, 27, and 34, Township 25 South, Range 17 East,  
Sections 3, 4, 8, 9, 17, 19, 20, and 30, Township 26 South, Range 17  
East, 21, 22, 23, 25, 26, 29, 30, Township 26 South, Range 16 East, and  
Sections 25, 26, 34, and 35, Township 26 South, Range 15 East

Easements and Deed Recording information as follows:

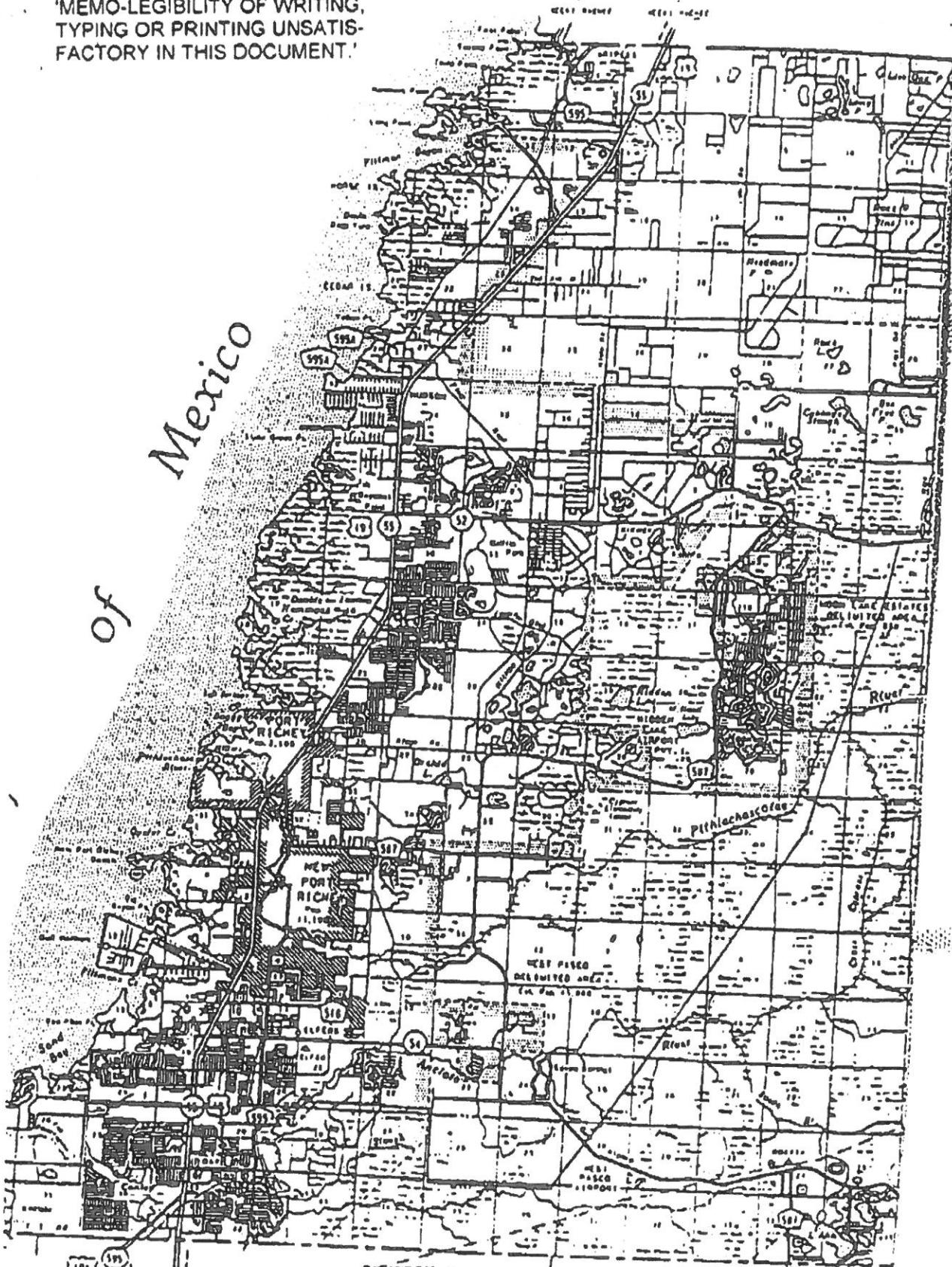
OR 286 at PG 34	OR 278 at PG 460	OR 276 at PG 184
OR 278 at PG 231	OR 357 at PG 609	<del>OR 657 at PG 73</del>
OR 657 at PG 70	OR 657 at PG 73	<del>OR 357 at PG 609</del>
OR 649 at PG 399	OR 627 at PG 748	<del>OR 649 at PG 399</del>
<del>OR 278 at PG 231</del>	OR 2085 at PG 1193	<del>OR 627 at PG 748</del>
OR 728 at PG 144	OR 742 at PG 1567	OR 742 at PG 1569
OR 713 at PG 563	OR 713 at PG 559	OR 713 at PG 557
OR 713 at PG 561	OR 721 at PG 823	OR 724 at PG 36
OR 672 at PG 356	OR 672 at PG 360	OR 531 at PG 31
OR 498 at PG 624	OR 672 at PG 357	<del>OR 721 at PG 823</del>
OR 777 at PG 1327		

EXHIBIT "A"  
Page 1 of 9 Pages



'MEMO-LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATIS-  
FACTORY IN THIS DOCUMENT.'

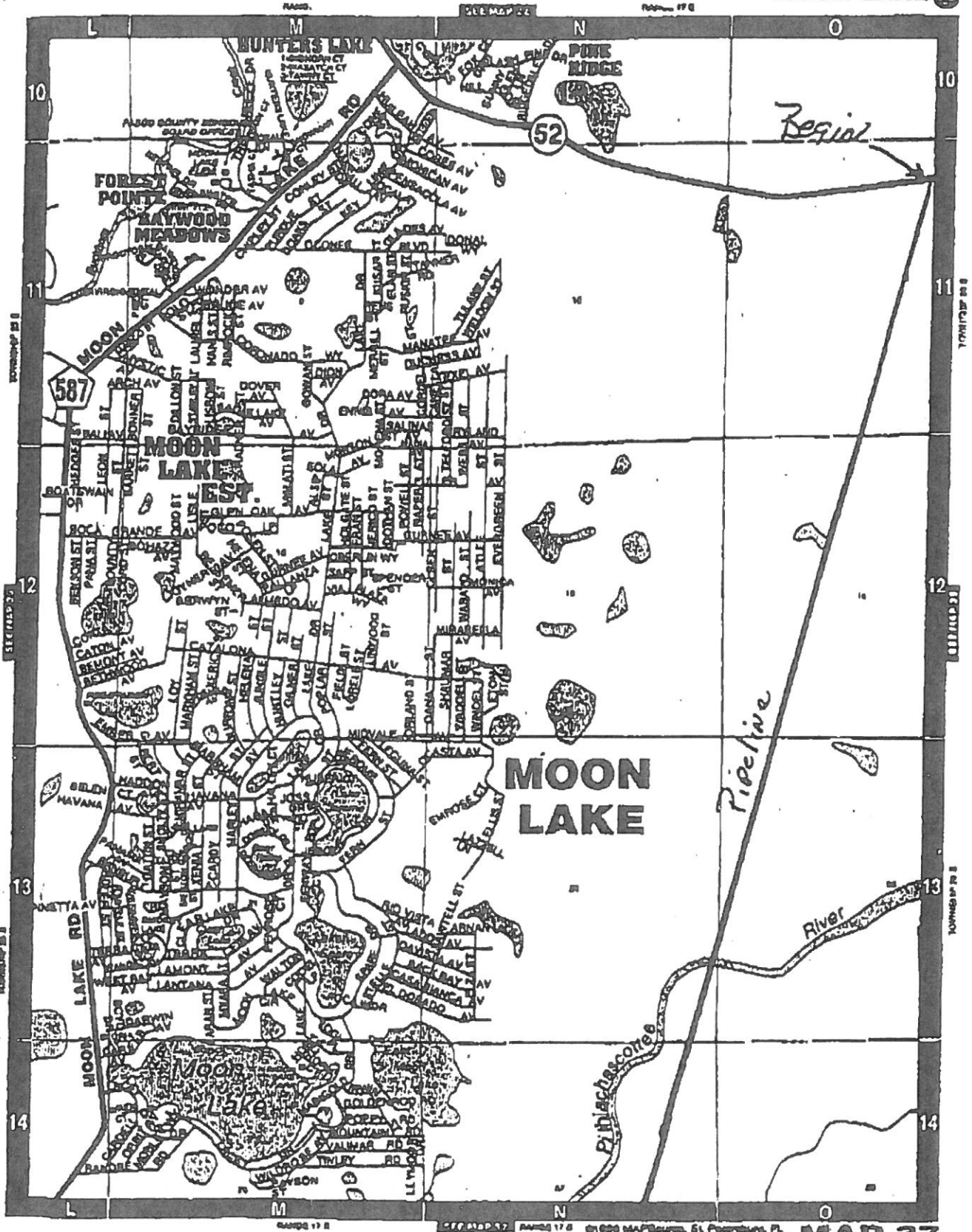
of Mexico



COUNTY -EXHIBIT "A"  
Page 2 of 7 Pages

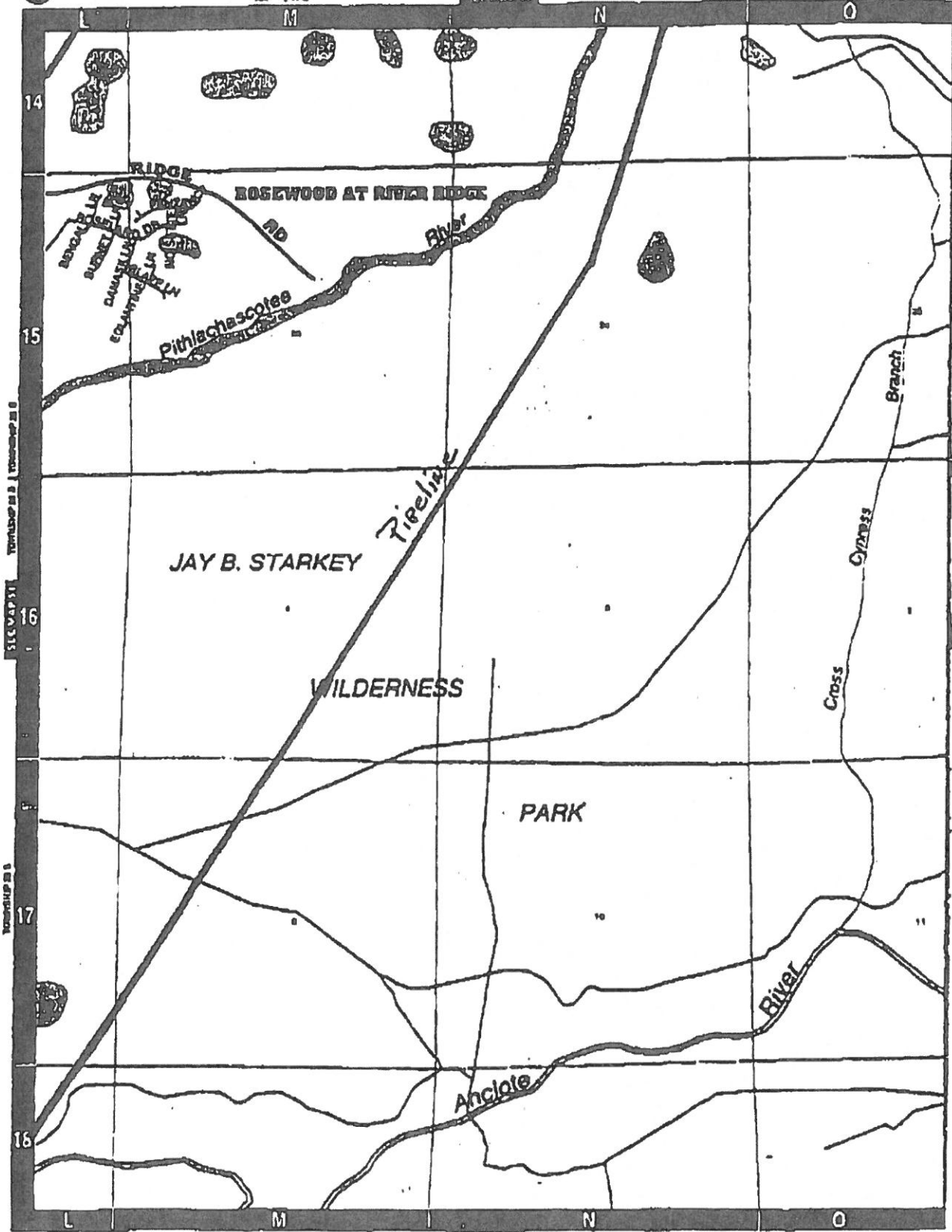
MOON LAKE

OR BK 6807 PG 229  
14 of 30



Page 3 of 9 Pages  
EXHIBIT A

# RIVER RIDGE, STARKEY WILDERNESS PARK



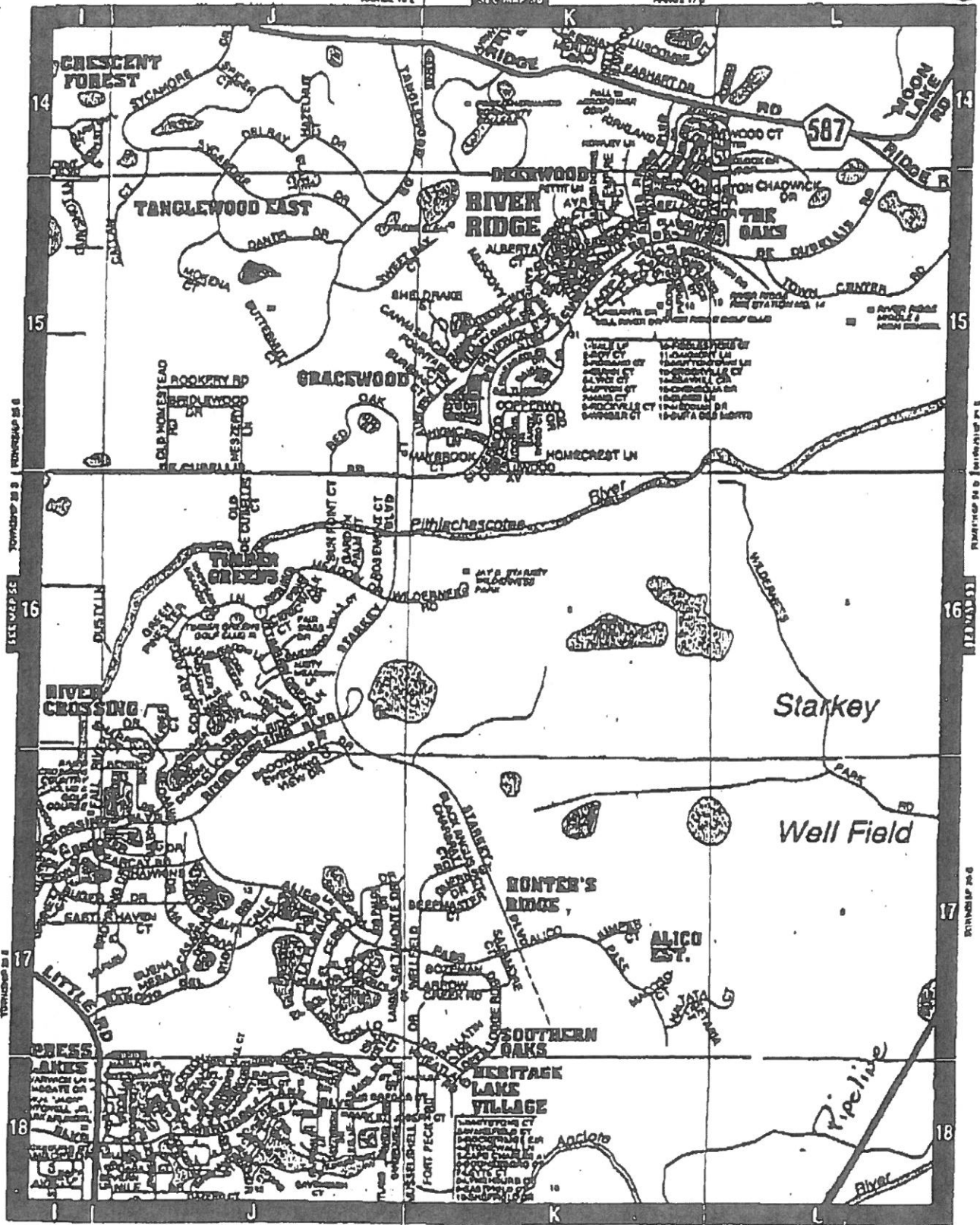
OR BK 680 / PG 230  
15 of 30

MAP 52 ©1998 MAPSource, St. Petersburg, FL, Range 17E, 15E MADAN, Range 17E

EXHIBIT "A"

# RIVER RIDGE, RIVER CROSSING, HUNTER'S RIDGE, HERITAGE LAKE

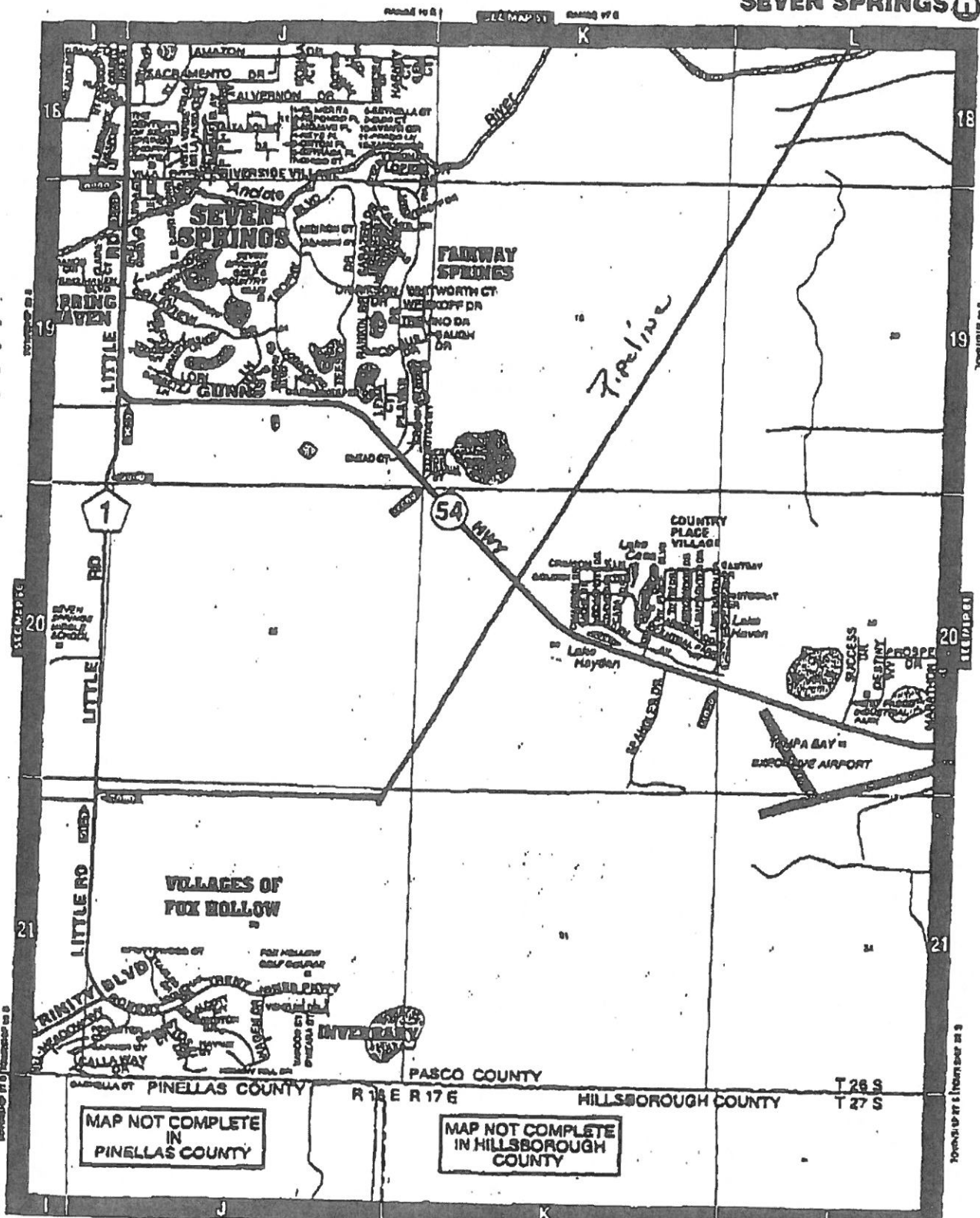
OR BK 6807 PG 231  
16 of 30



MAP 51

# SEVEN SPRINGS

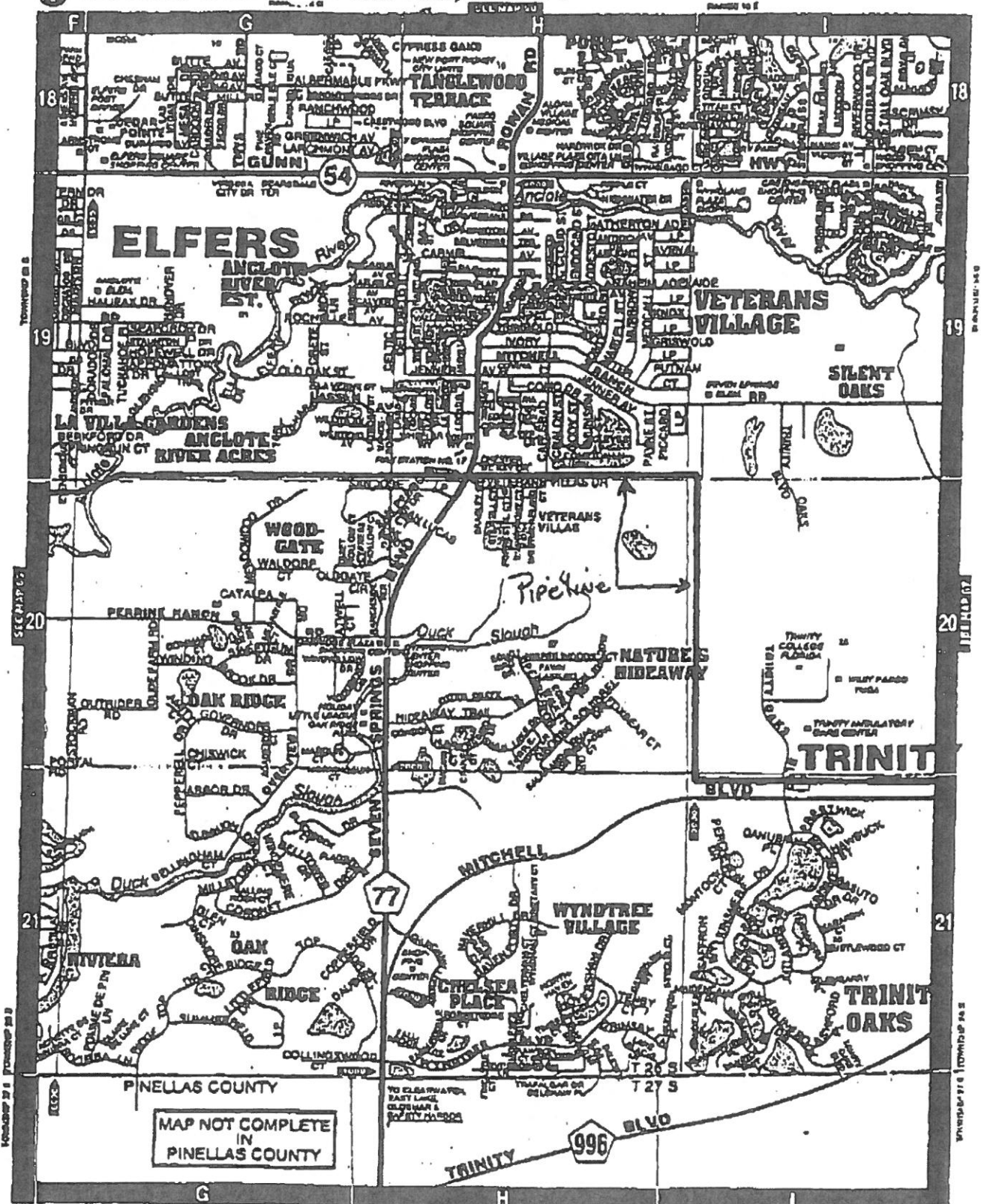
OR BK 6807 pg 232  
17 of 30



MAP NOT COMPLETE  
IN  
PINELLAS COUNTY

MAP NOT COMPLETE  
IN  
HILLSBOROUGH COUNTY

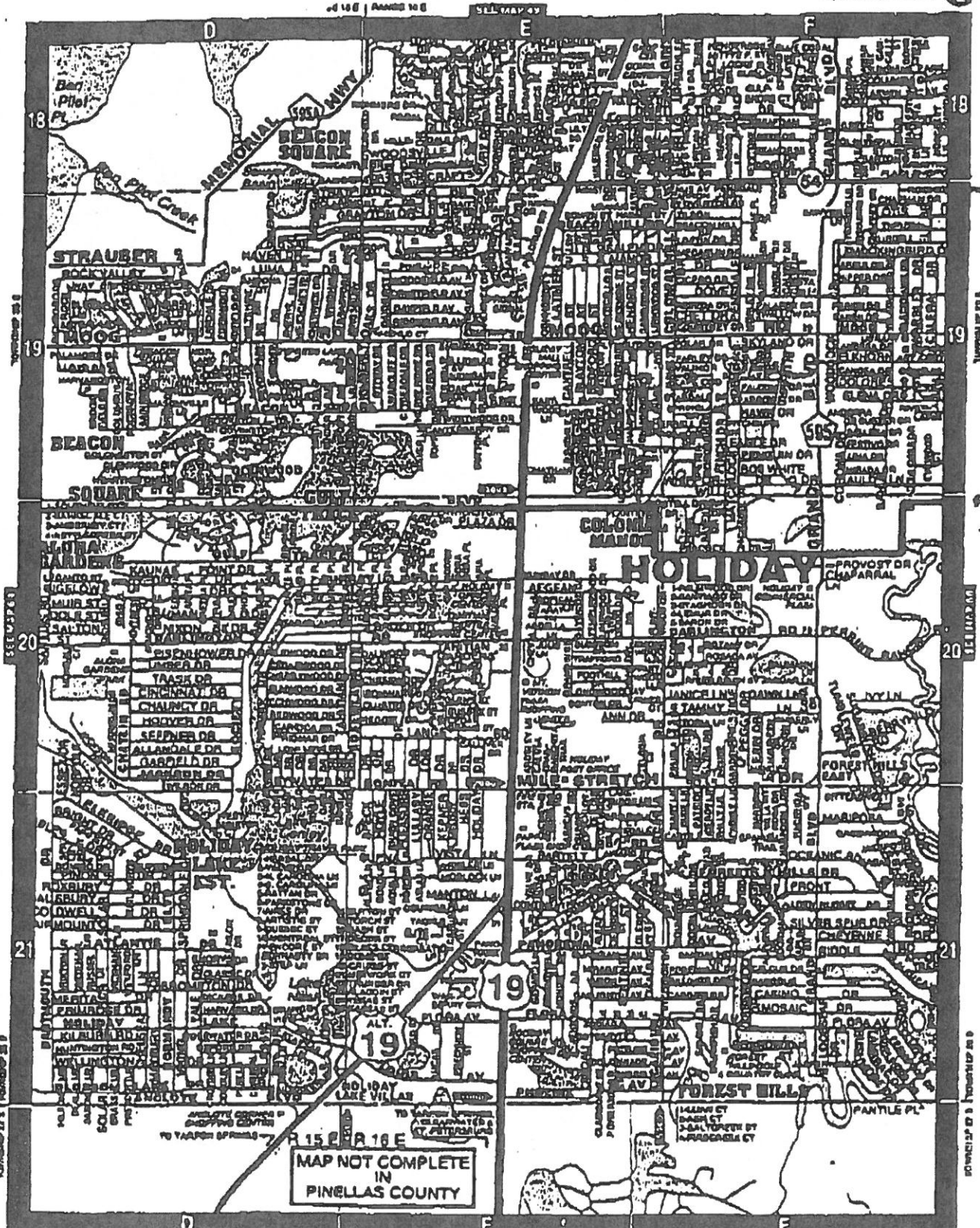
**ELFERS, VETERANS VILLAGE, TRINITY**



MAP 66 ©1986 MAPSource, St. Petersburg, FL. SCALE 1:60,000

EXHIBIT "A"

HOLIDAY

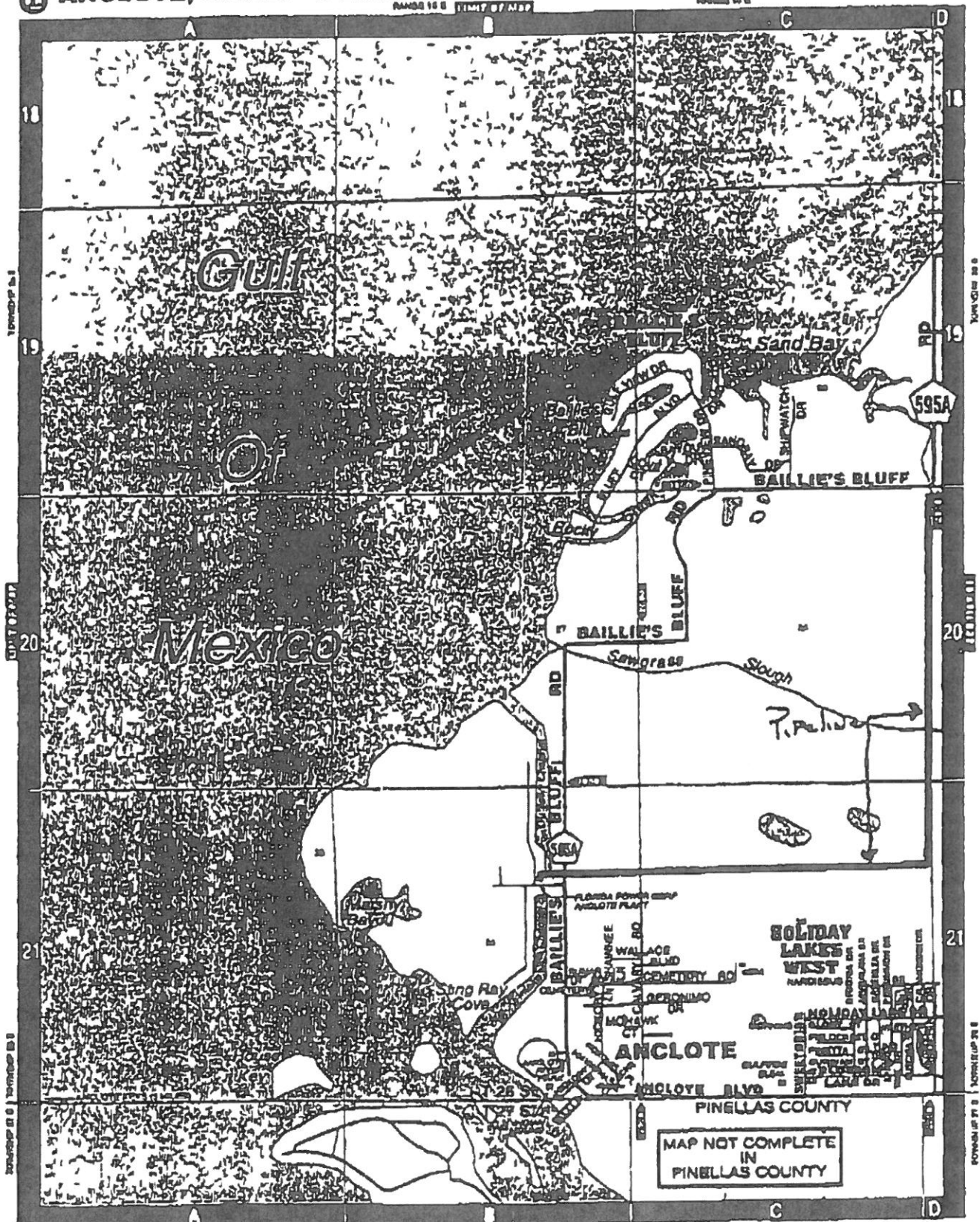


MAP NOT COMPLETE  
IN  
PINELLAS COUNTY

OR BK 680 / pg 2, 14  
19 of 30

5-11-01-20

# ANCLOTE, BAILLI'S BLUFF



MAP 64 01984 MAP Source St. Petersburg FL. number 16 6 LIMIT OF MAP



EXHIBIT "B"

**FLORIDA POWER CORPORATION  
PIPELINE COLLOCATION GUIDELINES  
NOVEMBER 26, 1997**

1. OBJECTIVE

The purpose of these guidelines is to identify minimum requirements for potential collocation of pipeline facilities, safely within Florida Power Corporation's Right-of-Way. The National Standard of Canada CAN/CSA-C22.3 No. 6-M91 (under part III of the Canadian Electrical Code) principles and practices of electrical coordination between pipelines and electric supply lines, September, 1991 has been adopted by Florida Power Corporation for the collocation of pipeline facilities and electrical transmission facilities. All design and construction approval must be secured through the Right-Of-Way Utilization Committee.

2. LOCATION GUIDELINES

A. No excavation within twenty-five (25) feet of transmission structures or foundations to prevent undermining of structure or foundation. Exceptions possible with approval, if proper support of structure is maintained through use of sheet piling or other appropriate support methods. This includes structures and all attachments such as guy wires, anchors, etc.. Florida Power Corporation requires that the Canadian Electrical Code be met in all cases. The requirement for 10 meters separation between pipeline structures is practical and exceptions are possible with approval, if appropriate mitigation has been studied by the pipeline company, and then reviewed and accepted by Florida Power Corporation.

B. No parallel installation under conductors. Maintain a minimum of twenty (20') feet from any conductor.

C. Avoid locating the pipe between any transmission lines. (Circuits)

D. No conflicts with future Florida Power Corporation system expansion plans on the right-of-way.

E. No above ground appurtenances near structures.

F. Transitions from one side to the other of right-of-way with pipelines is prohibited without prior review and approval by Florida Power Corporation.

G. To be installed with centerline of pipeline at five (5') feet from edge of right-of-way. Exception possible with review and approval by Florida Power Corporation.

H. Venting valves, blow off valves should be vented away from any potential ignition sources. Above ground height to be no greater than ten (10') feet.

I. Pipeline Company should also adequately mark pipe location. Design the pipeline such that FLORIDA POWER CORPORATION can drive over and work over it with equipment without damaging pipe. Gross vehicle weights of 200,000 pounds and more are commonly used.

J. Permanent heavy equipment access across pipelines will be established by the pipeline companies by either burying the pipe deeper or by using upgraded steel to withstand weights of exceptionally heavy construction equipment.

K. Future modifications by the pipeline company must be processed through the Right of Way Utilization Committee at Florida Power Corporation.

L. A minimum thirty (30') feet wide access shall remain the entire length of the collocation. No fences are allowed without prior consent by Florida Power Corporation.

### 3. DESIGN GUIDELINES

Each pipeline company to furnish Florida Power Corporation a study showing that they meet certain criteria prior to construction. This study must account for existing facilities as well as future facilities. Future facilities will be studied per today's design criteria and must be re-studied when the system design is finalized.

A. Cathodic protection and interference mitigation system designs must account for all facilities in the right-of-way. In general, it is desirable to avoid over design of the mitigation system, as this results in greater line losses (due to the flow of magnetically induced currents) and higher DC stray currents from the pipeline's Cathodic Protection System (and therefore, corrosion of electric supply line structure foundations), particularly if it is an impressed current system. On the other hand, under design of the mitigation system results in safety concerns with respect to electric shocks, an increased risk of damage to the pipeline (or even failure), and therefore a possible increase in maintenance activity in the right-of-way with an accompanying increased risk of accidents.

1. The study shall include stray DC current analysis of all existing and future structures, foundations and anchors on right-of-way (including pipelines and power line structure foundations and guy wire anchors, etc.). Sacrificial anodes are the

preferred means of cathodic protection to minimize stray currents.

2. The study shall include AC corrosion analysis of the pipe.

B. Above ground appurtenances such as valves, pig launchers, receivers, etc., should have appropriate gradient control grids designed for each site.

1. Dead front construction of test stations will be required.

2. Make measurements at every exposed pipeline appurtenances at regular intervals.

3. At above ground appurtenances during worst case fault conditions, touch and step voltages shall not exceed values determined in accordance with ANSI/IEEE Standard 80.

4. The NESC 5 M.A. rule will not be exceeded.

5. All above ground appurtenances will be fenced and the fence appropriately bonded to the gradient control system (if any) to ensure that excessive touch voltages do not occur along the fence.

C. The worst case steady state conditions, including consideration of future growth, load unbalance, and voltage peaks occurring near phase transpositions, pipeline/electric supply line deviations, and pipeline insulating flanges/joints: Not to exceed 15 volts step and touch voltage.

D. Consider combined conductive and inductive voltages during the worst case fault conditions. Mitigation on the pipeline needs to be such that during the worse case fault conditions, the resulting stress voltages will not exceed values that damage the coating, pipeline wall or insulating flanges/joints.

E. In calculating conductive and inductive voltages, the following parameters must be accounted for:.

1. Current division between the overhead grounds and tower ground.

2. The effect of the overhead ground in the cancellation of a portion of the magnetic field.

3. Adequate soil resistivity measurements to develop an accurate two (2) layer soil model or multi-layer model.

4. For electric supply line design considerations minimizing interference levels in nearby pipelines. Note, however, that the standards recommendation to install or increase the number of buried counterpoises should not be taken to hold unconditionally: Counterpoises can both improve and worsen conductive interference effects, depending primarily on the soil structure, the extent of the exposure zone and the disposition of the counterpoises.

5. Maximum acceptable step and touch voltages according to ANSI/IEEE Standard #80. Note that a fault at the nearest structure is typically, but not always, the worst case.

F. Florida Power Corporation's right-of-way shall not be used to satisfy wetland mitigation requirements.

G. Perform electric load loss study to determine additional line power losses due to parallelism.

H. Require EMF study to assure proposed pipeline does not diminish utilities use of right-of-way by increasing EMF at the edge of Rights-of-Way.

4. CONSTRUCTION GUIDELINES

A. Pipeline company must meet the following and any other applicable:

National Electrical Safety Code - NESC  
National Association of Corrosion Engineers - NACE - Standard RP-01-77  
Occupational Safety and Health Administration - OSHA  
Federal State and Local Requirements -  
US D.O.T. Pipeline Safety Regulations - Part 192 or 195 as applicable.

B. Schedule and notify Florida Power Corporation for pre-arranged electrical outage of the transmission line.

C. At above ground appurtenances during normal operating conditions step and touch voltages will not exceed 15V. All personnel working on right-of-way need to be aware that under fault conditions this voltage will be greatly exceeded.

D. Pipe company shall secure all necessary permits or licenses from Federal, State or Local Government and must provide copies to Florida Power Corporation prior to construction.

- E. Notify Florida Power Corporation Right-of-Way Inspector at (813) 866-5109 seven (7) days prior to construction.
- F. A pipeline company electrical safety inspector is required on each spread until installation is complete. A full safety program is required to inform and train workers concerning work near electrical facilities.
- G. During construction, if 15V is exceeded adequate protection or procedures will be utilized. Temporary gradient control mats or grids must extend beyond the work area.
- H. Any existing stray buried and above ground metallic materials located or excavated between an electric supply line and a pipeline will need to be removed to prevent excessive pipeline coating stress voltages or arcing from supply line supporting structures to the pipeline during a fault on the supply line.
- I. All metallic structures must be grounded and rubber tire vehicles will be grounded by straps and by rod, if stationary. Must bond vehicles before and during fueling.
- J. Must cease work during high winds, storms and pre-arranged switching and rubber protection will be worn where required. Gradient control wires/mats will be installed, as needed. Bonding is required across pipe sections.
- K. Lift equipment to comply with NESC clearances.
- L. Pipeline company shall not use, store, dispose, treat or generate any hazardous substances in Florida Power Corporation's utilization area.
- M. Ground elevation must not be changed more than two (2') feet from existing grade. Pipe company is responsible for restoration of the utilization area to equal or better condition as prior to construction as nearly as practical.
- N. Notification of completion of construction on the designated utilization area must be made to the transmission right-of-way inspector at (407) 475-2223 within thirty (30) days. Following completion, a complete set of as-built drawings, locating and describing pipelines sealed by a registered surveyor will be submitted to Florida Power Corporation within one hundred eighty (180) days.
- O. Florida Power Corporation's Right-Of-Way inspector shall be notified when any pipeline is charged or pressure tested. Also a Florida Power Corporation's construction inspector will be assigned to verify terms of the agreement and to

coordinate requirements by Florida Power Corporation to adjust and modify facilities to allow construction of the pipeline. All costs are to be paid by the pipeline company. The construction manager (or designated representative) will make reports to the Transmission Right-of-Way inspector, Jim Talbot at (407) 475-2223 regarding any damages to Florida Power Corporations' property, private or public facilities. Pipeline company agrees to pay all expenses incurred while repairing such damages.

P. As a safeguard in respect of the above, the Pipeline Company shall carry Workers' Compensation Insurance in the minimum amounts required by statute and shall carry policies of insurance acceptable to FPC with respect to (a) General Liability not less than \$5,000,000 combined single limit and (b) Pollution Liability not less than \$5,000,000 combined single limit and (c) Automobile Liability not less than \$1,000,000 combined single limit. The Pipeline Company shall have the insurance policies mentioned in (a), (b) and (c) above, respectively, endorsed by its insurance carrier to provide blanket contractual coverage, expressly with respect to this section, to the full limits of and for the liabilities insured under said policies; and prior to the commencement of any construction of its Facilities hereunder, the Pipeline Company shall furnish Florida Power Corporation with a certificate on Florida Power Corporation's Form 908-404(s) or equivalent acceptable to Florida Power Corporation, completed by the Pipeline Company's insurance carrier showing it carries the requisite insurance and that the specified policies insure the liability assumed by the Pipeline Company under this section. Effective January 1, 1995, and in five (5) year increments thereafter, the aforementioned insurance coverages shall be adjusted by adding to the coverage amounts of the previous five (5) year period, the increase (if any) of the CPI - All Urban Consumers as reported by the Bureau of Labor Statistics for the previous five (5) year period (or in the event the Index is discontinued, an equivalent cost of living index of some other appropriate governmental agency elected by Florida Power Corporation.

5. OPERATION/POST CONSTRUCTION

A. In addition to the foregoing requirements, the Pipeline Company shall comply with the requirements of "Subpart B - Reporting Accidents and Safety-Related Conditions" of the United States Department of Transportation Pipeline Safety Regulations Part 192/195 - Transportation of Hazardous Liquids by Pipeline, 49 CFR), as appropriate and shall promptly provide to Florida Power Corporation a duplicate copy of all correspondence or other notification made to the US DOT pursuant to incidents as they may occur on lands utilized by this agreement.

B. The Pipeline Company further hereby agrees that if any member of the public, or any employee of the Pipeline Company or the Pipeline Company's agents, contractors, representatives or other persons engaging in the Pipeline Company's

activities upon the Right-of-Way, or if any property including Florida Power Corporation's or the public is damaged in the course of work being performed under the provisions of this Agreement, the Pipeline Company shall first notify Jim Talbot at (407) 475-2223 and if unable to reach, contact Florida Power Corporation's Claims Department at (813) 866-4372 during regular business hours from 8 a.m. to 5 p.m., Monday through Friday, or (813) 866-4539 at night, weekends or holidays. Such notification shall be made immediately upon knowledge, in person or by telephone and promptly confirmed in writing within twenty-four (24) hours and shall include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, disposition of injured or deceased person.

C. 14. REMOVAL AND RELOCATION FACILITIES. the Pipeline Company may at any time remove any or all of its Pipeline from the Florida Power Corporation's right-of-way, provided that the Pipeline Company give Florida Power Corporation written notice a minimum of thirty (30) days advance of planned removal. No refund of any amounts paid. Should it be necessary, in the sole judgment of Florida Power Corporation, for the Pipeline of the Pipeline Company to be relocated or removed, Florida Power Corporation shall notify the Pipeline Company of the changes which Florida Power Corporation deems necessary, and the Pipeline Company agrees to make such changes, at the Pipeline Company's expense. Florida Power Corporation shall exercise its best efforts to identify alternative space on the right-of-way for the equipment and facilities of the Pipeline Company that will comply with clearance and separation standards and satisfy safety requirements of applicable codes and government regulations, and that will reasonably accommodate the Pipeline Company's purposes under this Agreement. The Pipeline Company agrees to complete any partial relocation of any of its Pipeline permitted within thirty (30) days of notification from Florida Power Corporation, unless the Pipeline Company determines that such partial relocation cannot reasonably be accomplished within thirty (30) days, in which case the Pipeline Company shall provide for Florida Power Corporation approval a schedule for the timely accomplishment of such partial relocation, consistent with any necessary permitting, right of way acquisition and/or mobilization of resources to make such partial relocation, within fifteen (15) days of notice by Florida Power Corporation of the need for partial relocation. The Pipeline Company further agrees to complete any major relocation or removal of the Pipeline or portions thereof permitted within ninety (90) days of notification from Florida Power Corporation, unless the Pipeline Company determines that such major relocation cannot reasonably be accomplished within ninety (90) days, in which case the Pipeline Company shall provide for Florida Power Corporation approval a schedule for the timely accomplishment of such major relocation, consistent with any necessary permitting, right of way acquisition and/or mobilization of resources to make such major relocation, within thirty (30) days of notice by Florida Power Corporation of the need for the major relocation. In the event it should be necessary for the Pipeline Company to remove or relocate the Pipeline from the Florida Power Corporation

OR #107/580  
25 of 25

right-of-way as required by Florida Power Corporation, the parties agree to exercise their best efforts to resolve the conflict in a timely manner, such removal or relocation not to exceed one-hundred and eighty (180) days.

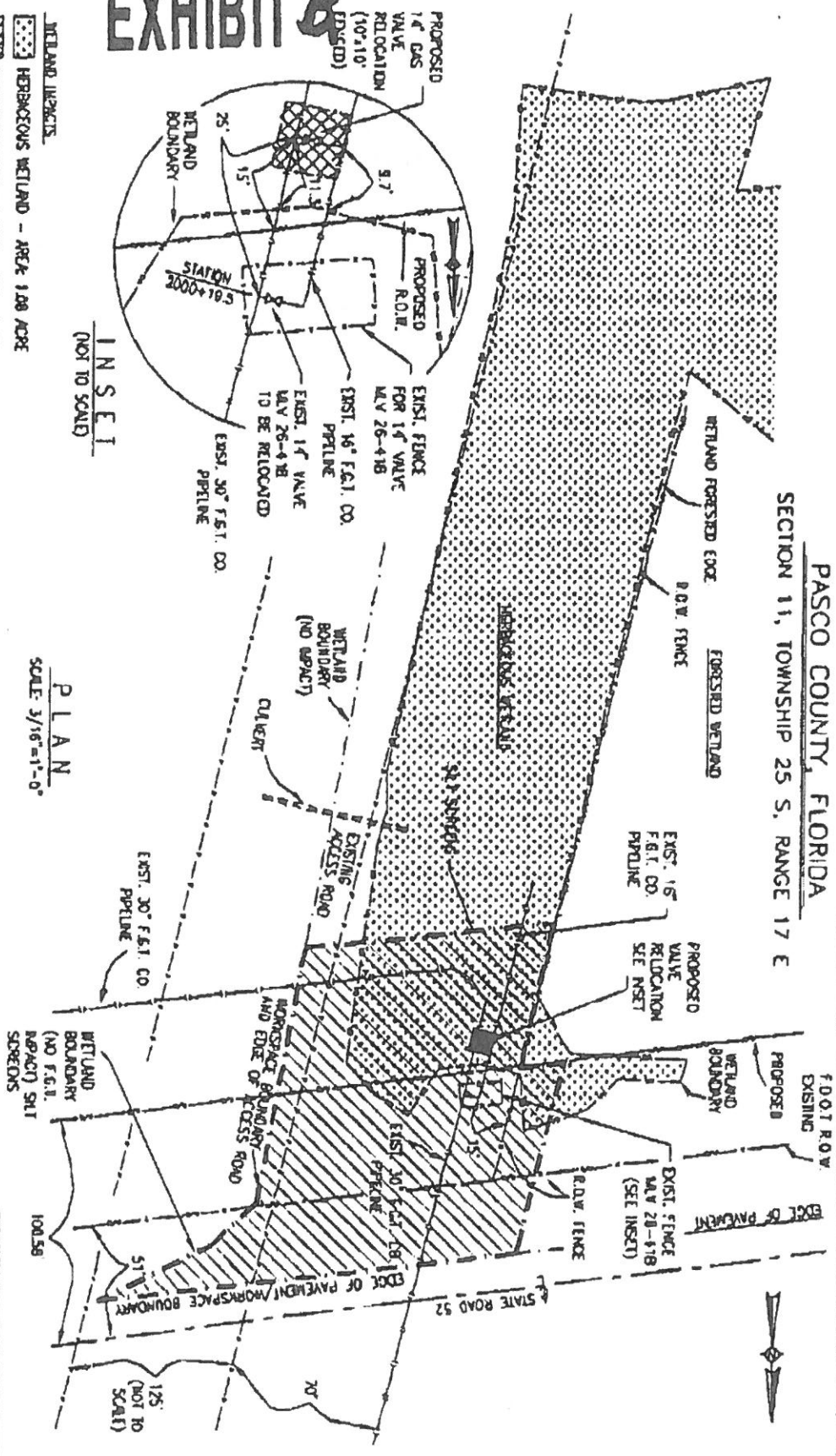
D. A twenty-five (25') foot separation for future pipeline facilities is required and coordination with Florida Power Corporation and the Pipeline Company will be necessary. A ten (10') foot minimum separation is possible with prior notification to the Florida Power Corporation's Right-of-Way Utilization Committee. The Committee will review and coordinate any such request with the Pipeline Company.

E. Within one hundred eighty (180) days of completion of pipeline construction, Florida Power Corporation will require the Pipeline Company to furnish three (3) sets of As-Built drawings.



# EXHIBIT B

PASCO COUNTY, FLORIDA  
SECTION 11, TOWNSHIP 25 S, RANGE 17 E



INSET  
(NOT TO SCALE)

PLAN  
SCALE: 3/16"=1'-0"

- WETLAND LEGENDS:**
- HERBACEOUS WETLAND - AREA 1.00 ACRE
  - HERBACEOUS WETLAND PERMANENT IMPACT - AREA 1.0024 ACRE
  - TEMPORARY WORKSPACE - AREA .429 ACRE

**NOTES:**

- TEMPORARY IMPACTS TO BE GRADED TO ORIGINAL CONTOURS.
- HERBACEOUS AREAS WILL BE ALLOWED TO COLONIZE WITH HERBACEOUS SPECIES.
- TOP SOIL SEPARATION TECHNIQUES WILL BE USED IN WETLAND AREAS.
- BUFFER ZONE OUTSIDE OF THE APPROVED WORK AREAS TO BE CONTROLLED USING APPROPRIATE BARRIERS AS PER PERMIT.
- WETLAND LIMITS ARE BASED ON A SITE INSPECTION ON 04/13/05 IN ACCORDANCE WITH CHAPTER 62-340, FAC & USCOC 15.02 WETLAND Delineation Manual by Environmental Consulting Group, Inc.

Dr. By	Date	Scale	Contract	
RDH	5/17/05	2005	Contract	
Drawn	By	Date	App. By	Date
RDH	5/17/05	2005	RDH	5/17/05
Checked	By	Date	App. By	Date
RDH	5/17/05	2005	RDH	5/17/05
Consolidated	By	Date	App. By	Date
RDH	5/17/05	2005	RDH	5/17/05

**RTR Technical Services**  
Maitland, Florida

PROPOSED 16" ANCHOTE LATERAL  
MLV 26-41B REPLACEMENT  
WETLAND PERMIT DRAWING

PASCO COUNTY, FLORIDA

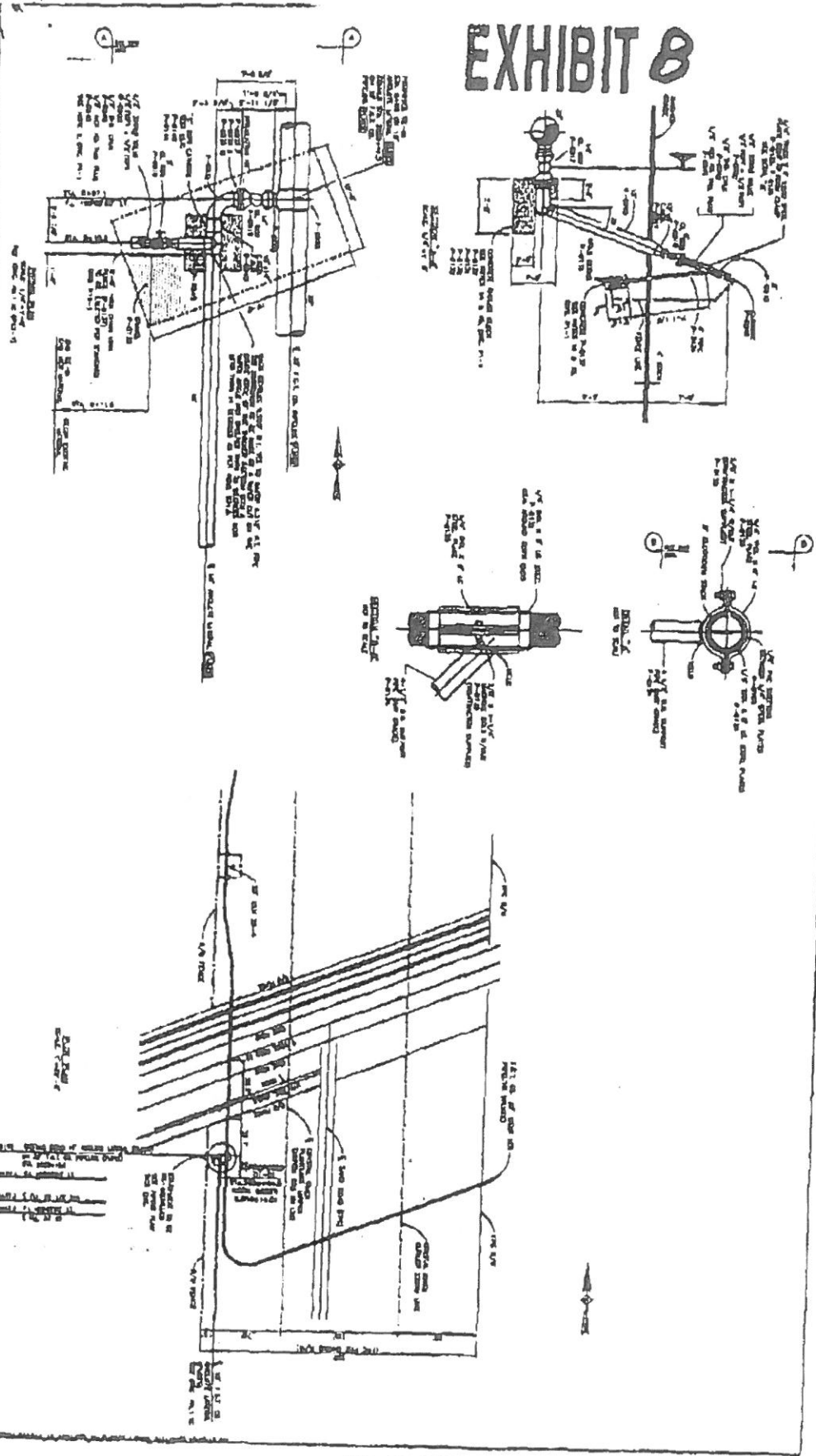
**Florida Gas Transmission Company**

NAME: DAVID PERNA P.E. No. 5014  
ADDRESS: 801 S. LANT ROAD DR.  
SUITE 400  
MAITLAND, FLORIDA 32751

DWG. NO. P8-100

OR BK 6807 PG 245  
30 of 30

# EXHIBIT B



REV	DATE	DESCRIPTION	BY	CHKD
1				
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3				
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20				

16" MILLION LITERS  
IN 25-518 1/2" RIBBONS  
BEEN USE SINCE 2007-10-5  
RE-21 DETAILS

002

RIGHT OF WAY

08/15/2005 MON 11:35 FAX 4076387052

R  
E  
HARRIS HARRIS BAUER SHARMA P.A.  
1201 E. ROBINSON ST.  
ORLANDO, FL. 32801

This document prepared by and return to:  
Progress Energy Florida, Inc.  
Attn: Real Estate Document Center  
3300 Exchange Place, NP1R  
Lake Mary, FL 32746

Florida Gas Transmission, LLC  
Parcel Id # 34-26-15-0000-00400-0000  
ETS # 20120245A



Rcpt: 1530608 Rec: 103.50  
DS: 0.00 IT: 0.00  
06/25/13 S. Shultz, Dpty Clerk

PAULA S O'NEIL, PH.D. PASCO CLERK & COMPTROLLER  
06/25/13 09:55am 1 of 12  
OR BK 8893 PG 1064

## SECOND AMENDMENT TO UNDERGROUND PIPELINE RIGHT-OF-WAY UTILIZATION AGREEMENT

This Second Amendment to Underground Pipeline Right-of-Way Utilization Agreement (hereinafter referred to as the "Second Amendment"), made and entered into on this 15th day of April, 2013, by and between FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida Corporation, 3300 Exchange Place, Lake Mary, FL. 32746 (hereinafter sometimes referred to as "PEF"); and Florida Gas Transmission Company, LLC a Delaware limited liability company, 2405 Lucien Way, Suite 200, Maitland, FL 32751 (hereinafter referred to as "APPLICANT"), herein;

### WITNESSETH

WHEREAS, PEF and APPLICANT have heretofore entered into that certain Underground Pipeline Right-of-Way Utilization Agreement dated January 28th, 1999 and recorded in Official Record Book 4107 Page 556 of the Public Records of Pasco County, Florida (hereinafter referred to as the "AGREEMENT"), and is, by this reference, made a part hereof, which Agreement established the terms and conditions pursuant to which PEF agreed to allow APPLICANT the privilege to occupy and utilize a portion of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being hereinafter referred to as the "APPLICANT's Utilization" and with the location and extent of said APPLICANT's Utilization being substantially as depicted on the sketch attached thereto; and

WHEREAS, APPLICANT has been granted the limited privilege to occupy and utilize that portion of the APPLICANT's Utilization to construct, operate, and maintain an underground 12" natural gas pipeline and a metering station and a twenty foot wide access to said metering station on PEF's Fee owned property as referenced in the above mentioned Utilization Agreement.

WHEREAS, APPLICANT requests the right to: reroute a portion of the existing 12" natural gas pipeline and install a second stage regulator station on PEF's Fee owned property and access thereto.

WHEREAS, the parties to the Agreement are willing to make such Second Amendment to the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Agreement and this Amendment, it is hereby covenanted, and agreed by and between the parties as follows:

1. The Agreement is hereby amended and modified as follows: **reroute a portion of the existing 12" natural gas pipeline and install a second stage regulator station on PEF's Fee owned property as depicted on "Exhibit A" and access thereto.**
2. Except as herein amended or modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Agreement are and shall remain in full force and effect.
3. In addition to the above stated APPLICANT's Utilization use, PEF herein grants the additional use subject to all the specific requirements included in the original agreement and any amendments thereto.
4. All of APPLICANT's operations, activities and equipment used within PEF's fee owned property and/or easement beneath or in proximity to any of PEF's electrical facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. APPLICANT is further notified and hereby agrees to so notify any of APPLICANT's employees, agents, contractors, representatives, or other persons engaging in APPLICANT's activities upon said fee owned and/or easement with APPLICANT's knowledge and under APPLICANT's supervision or control, that extreme caution is necessary around all of PEF's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, APPLICANT shall immediately report the nature and extent thereof to PEF's nearest local office.

IN WITNESS WHEREOF, PEF and APPLICANT have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written:

THIS SPACE LEFT BLANK INTENTIONALLY

WITNESSES:

FLORIDA POWER CORPORATION  
d/b/a PROGRESS ENERGY FLORIDA,  
INC. (PEF)

Sign Helen M. Kyriakou  
Printed Name: HELEN M. KYRIAKOU

Dave Maxon  
Dave Maxon, Vice President

Sign Penelope A. Waters  
Printed Name: PENELOPE A. WATERS



STATE OF FLORIDA )  
                                  ) ss  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2013 by Dave Maxon, as Vice President of Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida Corporation, organized and existing under the laws of the State of Florida, on behalf of the Corporation. He/She personally appeared before me at the time of notarization, and is personally known to me.

Helen M. Kyriakou  
Notary Public

Notary Commission Expires



WITNESSES:

FLORIDA GAS TRANSMISSION  
COMPANY, LLC (APPLICANT)

Sign *Denise Gonzalez*  
Printed Name: Denise Gonzalez

*D Shellhouse*  
Dave Shellhouse, Vice President of  
Operations

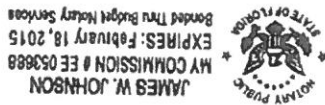
Sign *Jim Johnson*  
Printed Name: Jim Johnson

STATE OF FLORIDA     )  
                                  ) ss  
COUNTY OF Orange )

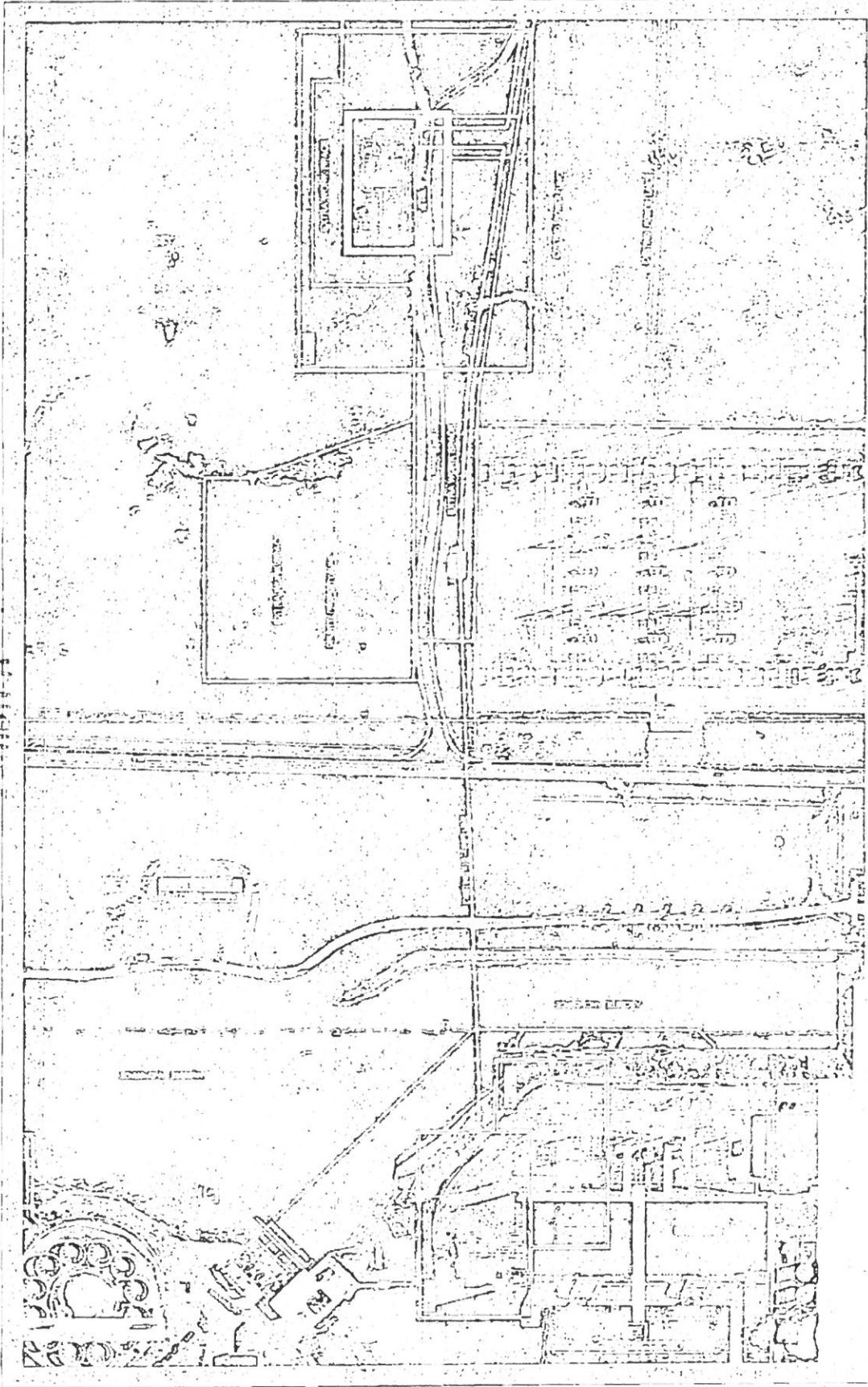
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
Feb., 2013 by Dave Shellhouse, as Vice President of Florida Gas  
Transmission Company, LLC, a Delaware limited liability company, organized and existing  
under the laws of the State of Florida, on behalf of the Corporation. He/She personally  
appeared before me at the time of notarization, and is personally known to me.

*James W. Johnson*  
Notary Public

Notary Commission Expires

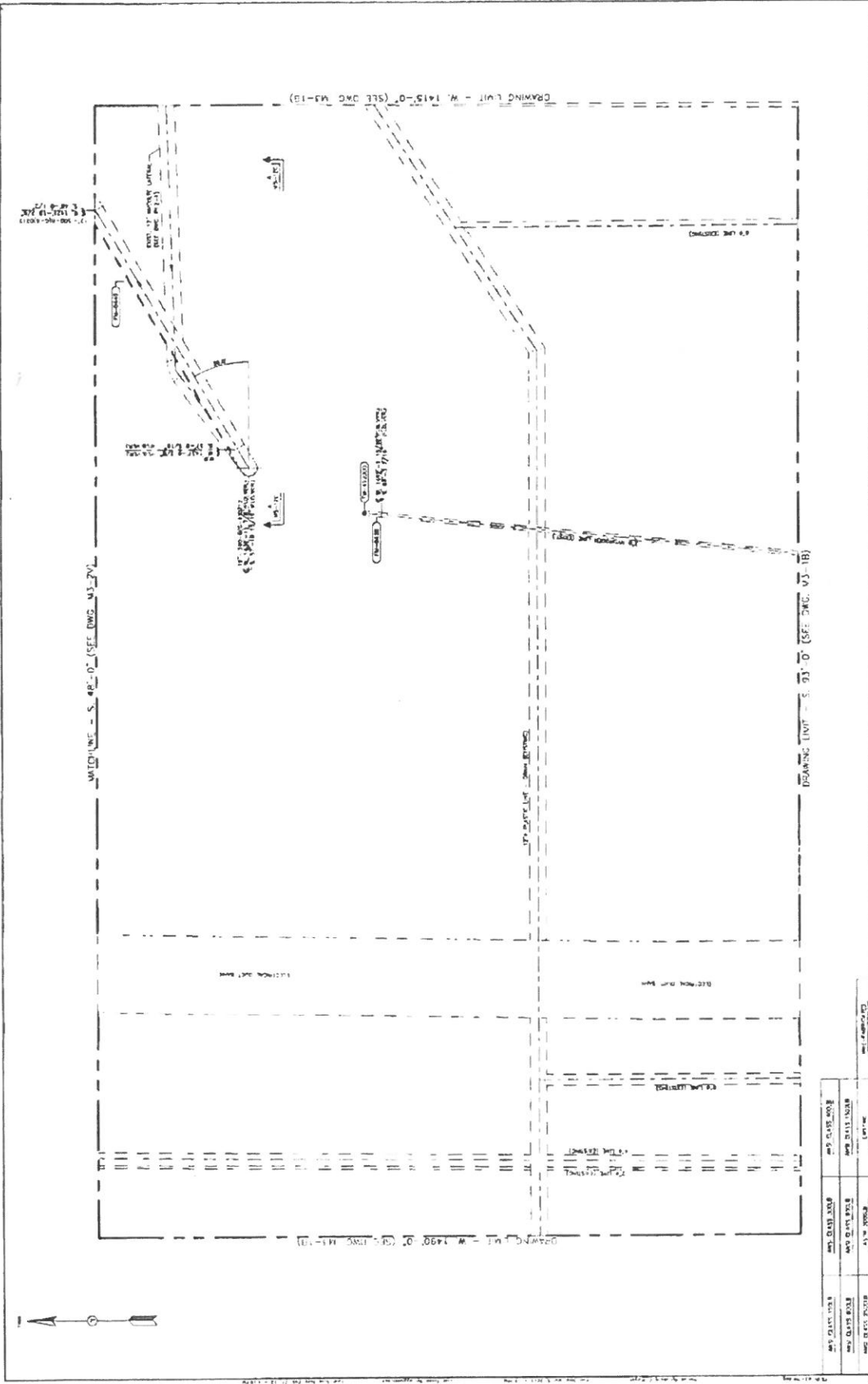


Florida Gas  
Transmission  
Company



WINDY

<b>FLORIDA GAS TRANSMISSION COMPANY</b> AN/CLOUT - 2 <sup>nd</sup> STAGE REGULATION PROJECT NO. 1069 PROJECT COUNTY: FLORIDA	
<b>Florida Gas Transmission Company</b> Project No. 1069	
DATE: 3/5/2013 TIME: 12:01:59 PM	PROJECT NO.: 1069 PROJECT COUNTY: FLORIDA
DRAWING NO.: AN/CLOUT - 2 <sup>nd</sup> STAGE REGULATION DRAWING TITLE: AN/CLOUT - 2 <sup>nd</sup> STAGE REGULATION	PROJECT NO.: 1069 PROJECT COUNTY: FLORIDA



2 of 8

EXHIBIT A

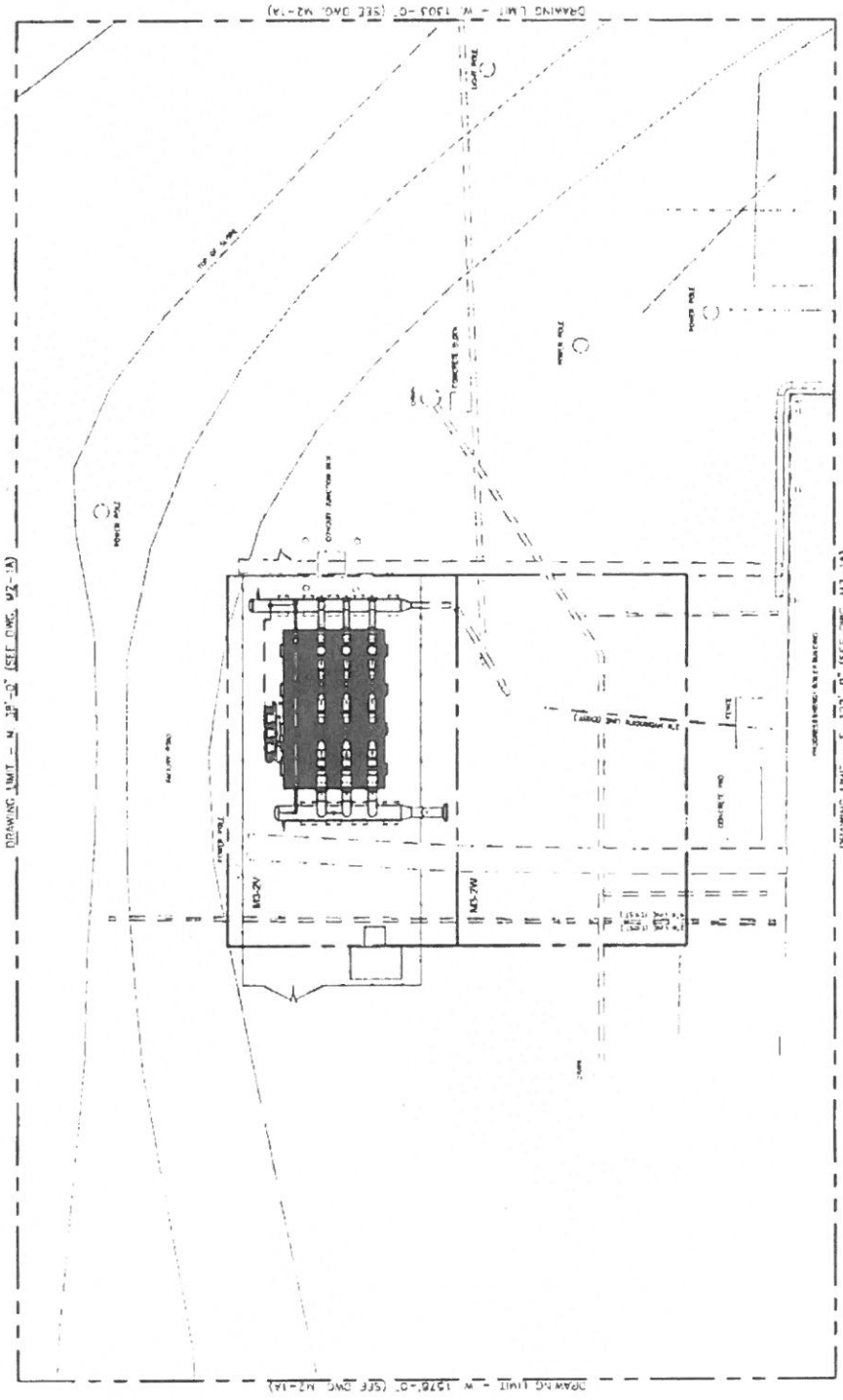




OR BK 8893 PG 1071  
8 of 12

EXHIBIT A

4 of 8



REV. 01/15/10	REV. 01/15/10	REV. 01/15/10
REV. 01/15/10	REV. 01/15/10	REV. 01/15/10
REV. 01/15/10	REV. 01/15/10	REV. 01/15/10

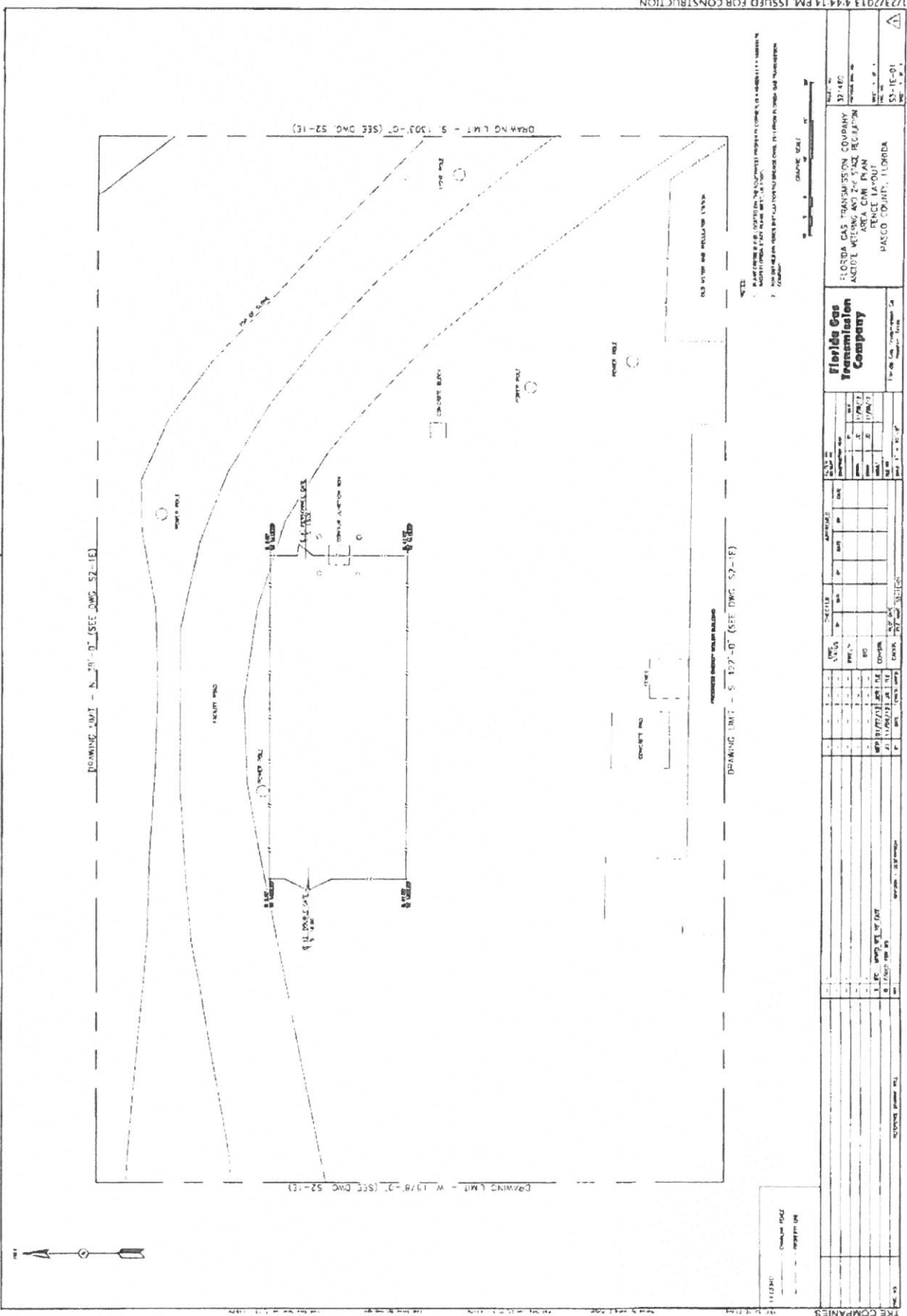
REV. 01/15/10	REV. 01/15/10	REV. 01/15/10
REV. 01/15/10	REV. 01/15/10	REV. 01/15/10
REV. 01/15/10	REV. 01/15/10	REV. 01/15/10

THE COMPANIES

FLORIDA GAS TRANSMISSION COMPANY  
 INCLUDE 2nd STAGE REGULATION  
 GENERAL PIPING PLAN  
 AREA DRAWING NO. 8893-1071  
 PASCO COUNTY, FLORIDA



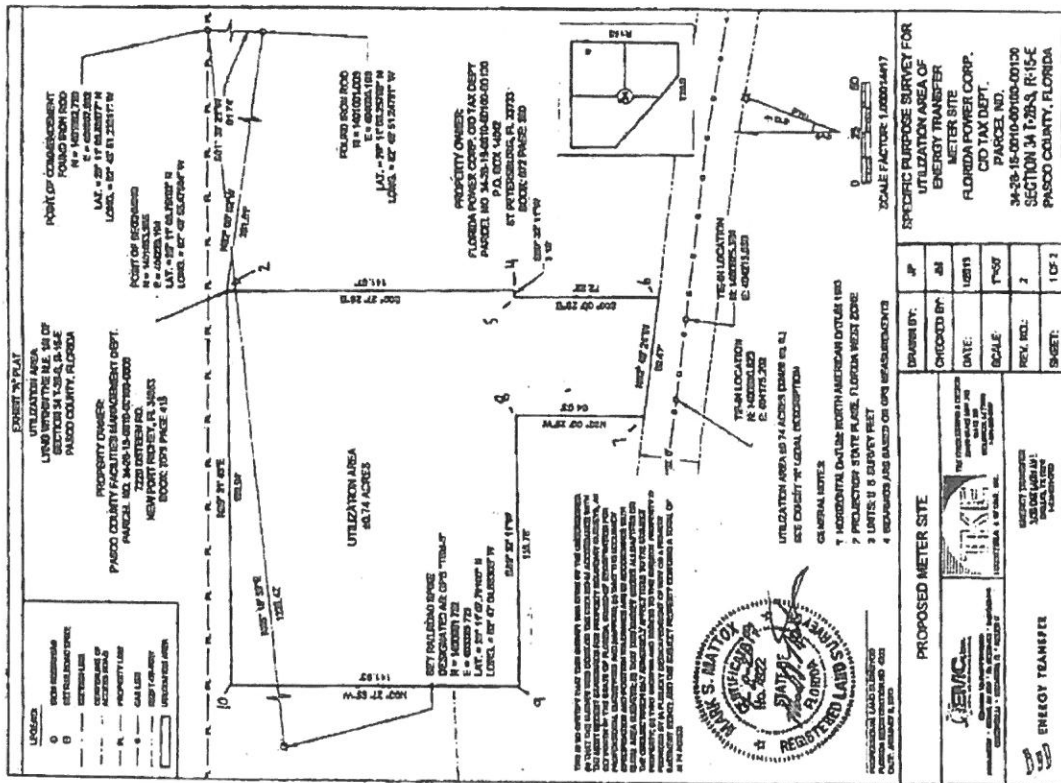
WADDA  
6088



FLORIDA GAS TRANSMISSION COMPANY		PROJECT INFORMATION		DRAWING INFORMATION		REVISIONS	
PROJECT NO.	DATE	DRAWING NO.	SCALE	DATE	BY	DESCRIPTION	APPROVED
001487	10/13/13	52-1E	AS SHOWN				
PROJECT NAME		PROJECT LOCATION		PROJECT NUMBER		PROJECT STATUS	
FLORIDA GAS TRANSMISSION COMPANY		FLORIDA GAS TRANSMISSION COMPANY		FLORIDA GAS TRANSMISSION COMPANY		FLORIDA GAS TRANSMISSION COMPANY	
PROJECT NO.		PROJECT LOCATION		PROJECT NUMBER		PROJECT STATUS	
001487		FLORIDA GAS TRANSMISSION COMPANY		FLORIDA GAS TRANSMISSION COMPANY		FLORIDA GAS TRANSMISSION COMPANY	

1/23/2013 4:44 PM ISSUED FOR CONSTRUCTION

EXHIBIT A 7 of 8



<b>PROPOSED METER SITE</b>		<b>SPECIFIC PURPOSE SURVEY FOR UTILIZATION AREA OF ENERGY TRANSFER</b>	
DRAWN BY:	AS	METER SITE	FLORIDA POWER CORP.
CHECKED BY:	AS	CD: JAC DEPT.	
DATE:	10/27/11	FACE NO.	34-38-15-000-000100
SCALE:	1"=50'	SECTION:	34-38-15-000-000100
REV. NO.:	2	SECTION:	SECTION 34-38-15-000-000100
SHEET:	1 OF 1	COUNTY:	PASCO COUNTY, FLORIDA



# 17



COMMISSIONER \_\_\_\_\_ RESOLUTION NO. 10-92

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, CANCELLING TAXES ON CERTAIN PROPERTY ACQUIRED BY THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY FOR THE PROVISION OF WATER AND WASTEWATER UTILITY SERVICE TO CERTAIN CITIZENS OF PASCO COUNTY; DECLARING SUCH PROPERTY EXEMPT FROM TAXATION.

Rcpt: 1276501 Rec: 18.50  
DS: 0.00 IT: 0.00  
12/04/09 Dpty Clerk

WHEREAS, Section 196.28, Florida Statutes, authorizes the Board of County Commissioners of each County in the State to cancel and discharge any and all liens for taxes, either delinquent or current, on property held or owned by a governmental agency for public use; and,

WHEREAS, the property described in Exhibit "A", attached hereto and incorporated herein by reference, was previously acquired by Florida Governmental Utility Authority (FGUA) from the former Aloha Utilities, Inc., containing water and wastewater utility facilities within Pasco County, Florida; and,

WHEREAS, FGUA is a legal entity and public body created by the First Amended and Restated Interlocal Agreement Relating to Establishment of the Florida Governmental Utility Authority, dated as of December 1, 2000, as amended (the "Interlocal Agreement"), pursuant to section 163.01(7), Florida Statutes, and the Interlocal Agreement and section 163.01(7), Florida Statutes, grants the FGUA the power to acquire, own, operate, maintain, improve, contract for management and operational services, and dispose of water and wastewater utility facilities; and

WHEREAS, the aforementioned property was acquired by FGUA for the provision of water and wastewater utility service to certain citizens of Pasco County; and,

WHEREAS, Pasco County is a party to the Interlocal Agreement and approved the FGUA purchase of the Aloha facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled, that the liens for all taxes on the property described in Exhibit "A", both delinquent and current, are hereby cancelled, and said property shall remain exempt from ad valorem taxation for as long as the same shall be continued to be used for public purposes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Pasco County Tax Collector and the Pasco County Property Appraiser for their action in accordance with said resolution.



BE IT FURTHER RESOLVED AND RESOLVED this 1<sup>st</sup> day of December, 2009

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
12/04/09 10:02am 1 of 2  
OR BK 8225 PG 1173

ATTEST:

BY: Paula S. O'Neil  
PAULA S. O'NEIL  
CLERK AND COMPTROLLER

BY: Pat Milleri  
PAT MILLERI, FID, CHAIRMAN

APPROVED

DEC 01 2009

ROCC

Requested By: darlenejones. Printed 12/9/2016 2:20 PM

Exhibit A

PARCEL #	DESCRIPTION(Short)
13-26-16-0000-00100-0040	COM SW COR OF NW1/4 SEC 13TH
22-26-16-0000-00200-0030	COM SW COR OF SE1/4 SEC 22
22-26-16-0000-00200-0031	SEVEN SPRINGS HOMES WATER
22-26-16-0000-00200-0090	EAST 140 FT OF SEC EXC THAT
22-26-16-0000-00200-0093	COM AT E1/4 COR OF SEC TH
22-26-16-0000-00200-0100	COM AT SE COR OF SEC TH N89DEG
25-26-15-0010-04400-0000	TAMP-TARPON SPRINGS LAND
25-26-15-0010-05300-0010	TAMPA TARPON SPRINGS LAND
25-26-15-0010-05400-0010	TAMPA TARPON SPRINGS LAND
25-26-15-0010-05600-0010	TAMPA TARPON SPRINGS LAND
25-26-15-0020-00000-090A	TAHITIAN HOMES NO 2 MB 9
25-26-15-0040-00000-00A0	ALOHA GARDENS UNIT 3 PB 19
25-26-15-006B-00000-00A0	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-721B	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-7320	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-7330	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-7340	ALOHA GARDENS UNIT 7 PB 10
25-26-15006B-00000-7730	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-7740	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006B-00000-7750	ALOHA GARDENS UNIT 7 PB 10
25-26-15-006D-00000-00A0	ALOHA GARDENS UNIT 9 PB 11
27-26-16-0000-00100-0062	COM AT NW COR OF SEC 27 TH ALG
27-26-16-0000-00100-0070	COM N1/4 COR SEC FOR POB TH
27-26-160000-00200-0000	COM CENTER OF SEC 27 TH N00DEG
28-26-16-0000-00100-0070	COM NE COR OF SE1/4 TH N00DEG
29-26-17-0000-00200-0100	COM AT SE COR OF SECTION 29 TH
30-26-16-0010-05400-0010	TAMPA TARPON SPRINGS LAND CO
30-26-16-0220-00000-00A0	TAHITIAN HOMES UNIT 1 PB 8
30-26-16-0260-00000-00B0	TAHITIAN HOMES UNIT 3 PB 9
30-26-16-0270-00000-0600	ALOHA GARDENS UNIT 1 PB 9
34-26-16-0000-00100-0100	COM AT SW COR OF SEC 34 TH
34-26-16-0000-00100-0110	COM AT NE COR OF NM1/4 OF SEC 34
34-26-16-0000-00400-0100	COM AT SW COR OF SEC TH ALG W
A-00300-005	2009 Tangible Personal Property
A-00300-000	2009 Tangible Personal Property





**Contract For Sale and Purchase**

5900 Imperial Lakes Blvd  
 Mulberry, Florida 33860  
 (863) 644-6681

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 PASCO COUNTY, FLORIDA STATE, FEBRUARY 13 MONTH/DATE, 2017 YEAR

Buyer: Address: City: State: Zip: Phone: (H) (B)	Seller: Address: City: State: Zip: Phone: (H) (B)
---	--

Buyer hereby offers to purchase the following described property based upon the following terms:

Pasco County property #22-26-16-0000-00200-0022, See attached "Exhibit A" for legal description

TOTAL PURCHASE PRICE of said property is \$ _____	Balance payable as follows: (B) _____
Shall be paid as follows, to-wit:	
Earnest Money Deposit	<u>Remaining balance due in cash at closing.</u>
Held by: \$ _____ 25,000.00	
Putnam, Creighton & Airth PA 500 S. Fla Ave, Lakeland, FL 33801 863-682-1178	
Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ _____	

- Title Insurance:** At the closing of this transaction, Seller shall have issued by Putnam, Creighton & Airth PA, a commitment for title insurance agreeing to insure title to said property and upon closing, Seller shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.
- Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of ninety (90) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before: MARCH 30, 2017. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.
- Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by WARRANTY Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.
- Costs:** The cost of recording the deed and the required documentary stamps thereon shall be paid by BUYER. Buyer will pay a reasonable closing fee to the closing agent. Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.
- Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before MONDAY, FEB. 13, 2017 any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.
- Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto ) (none attached ). If not understood, seek competent advice prior to signing.
- Special Agreement(s):** \_\_\_\_\_

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Buyer(s)** \_\_\_\_\_ **Seller(s)** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Higgenbotham Auctioneers International, Ltd., Inc.,  
 A licensed Real Estate Broker (Agent for the Seller) BY: \_\_\_\_\_

8) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**

9) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.

10) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.

11) **Assignment:** This Contract may be assigned, however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

12) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.

13) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.

14) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

15) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

16) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

17) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

19) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

20) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing.

# Exhibit "A"

Commencing at the NE corner of Section 22, Township 26 South, Range 16 East, Pasco County, Florida, thence S.  $0^{\circ} 22' 07''$  W, along the East line of said Section 22, 50.00 feet to the South Right-of-Way line of State Road 54; thence N  $89^{\circ} 31' 33''$  W, along said Right-of-Way line 728.65 feet to the .O.B., thence continue N  $89^{\circ} 31' 33''$  W, 634 feet; thence S  $0^{\circ} 20' 39''$  W, 800 feet; thence S  $89^{\circ} 31' 33''$  E, 1222.31 feet, thence N  $0^{\circ} 22' 07''$  E, 430 feet; then N  $89^{\circ} 31' 33''$  W, 588.65 feet, thence N  $0^{\circ} 22' 07''$  E, 370 feet to the P.O.B.

This Deed is given to correct errors in the legal descriptions of this parcel in deeds dated July 8, 2003, recorded at O.R. Book 5437 , Page 1429, and March 14, 2011, recorded at O.R. Book 8557, Page 2557, Public Records, Pasco County, Florida in which the first call of " $S. 0^{\circ} 22' 07'' 2$ " should be S.  $0^{\circ} 22' 07''$  W; and the distance in the call " $N. 0^{\circ} 22' 07''$  E., 530 feet should read of N.  $0^{\circ} 22' 07''$  E., 430 feet.

Subject to easement for water line to Aloha Utilities, Inc., along the South 50 feet of the above-described property. Subject to covenants, restrictions, and easements of record and taxes for the current year.