

PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement is between:

PORT EVERGLADES AUTHORITY, a public corporation and an independent Special District exercising its statutory duties in Broward County, Florida hereinafter called the "Port";

and

COASTAL FUELS MARKETING, INC., a Florida corporation, hereinafter called the "Company";

W I T N E S S E T H, that in consideration of the mutual promises and covenants herein contained it is agreed as follows:

1. PREAMBLE.

The Port owns and operates a deep-water port located in Broward County, Florida having facilities for the importation and handling of bulk petroleum products, including lands suitable for accommodating rights of way for the installation, maintenance and use of pipelines by port users.

The Company is a bulk petroleum terminal operator and operates a business at Port Everglades involving the storage and transportation of bulk petroleum products arriving at Port Everglades by water-borne commerce. The Company is in need of and has requested the Port to provide rights of way over land owned by the Port for the installation and maintenance of pipelines to transport such petroleum products from dockside at Port Everglades to the Company's terminal facilities. The Port is willing to provide such rights of way under the terms and conditions of this Agreement.

The parties acknowledge that the Company has pipes and appurtenances within the rights of way described in Exhibit 1 and is currently using and for many years has used and occupied said rights of way for purposes similar to the purposes provided for in this Agreement.

2. GRANT, RESERVATION OF RIGHT TO RELOCATE.

The Port hereby grants to the Company the privilege and right to install, maintain, operate, repair, replace and remove a pipeline or pipelines and necessary appurtenances thereto for the transportation of bulk petroleum products under the lands owned by the Port and more particularly described on EXHIBIT I attached

hereto subject to the terms and conditions hereof. Notwithstanding the terms hereof, the Port reserves the right to relocate any easement granted and provided for herein when such relocation is determined by the Port to be necessary to accommodate other Port activities, including construction. In such case the relocation of the easement, installation of substitute pipeline facilities and deactivation of replaced pipeline shall be at no expense to the Company if such relocation arises at the instance of the Port.

3. TITLE/RESERVATION OF TITLE.

This indenture shall vest in Company no right, title nor interest in and to the above described land, other than the privilege of using the same for pipeline purposes, on the terms and conditions herein set forth. It is expressly understood that the fee to said strip or strips of land shall remain in the Port for such use and occupation as the Port, its successors or assigns may desire to make of the lands, subject only to the easement rights hereby given to the Company to install, maintain, operate, repair, replace and remove said pipe.

4. TERM.

The term of this Agreement shall commence June 16, 1994 and continue for a period of thirty (30) years thereafter.

5. PIPELINE INSTALLATIONS/RESERVATION OF RIGHT TO USE SURFACE

The existing pipeline or lines and any new or replacement lines shall be laid underground and thereafter maintained in a good state of repair and at a sufficient depth so that there will be not less than thirty-six (36) covered inches between the top of the pipe and the bottom of any railroad ties, and not less than thirty (30) inches between the top of the pipe and the surface of the land where there are no railroad ties. Such installation shall be in accordance with all laws, ordinances and regulations now or hereafter imposed by all governmental bodies, agencies or regulatory entities having jurisdiction over such activities, including the reasonable requirements of the Port and the operator of the railroad facilities at Port Everglades.

The minimum depth requirements are intended to regulate existing lines. New construction will be undertaken and installed (including depth requirements) in accordance with all applicable laws or other regulations in effect at the time of such construction, notwithstanding the initial depth requirements agreed to in this paragraph.

At the end of the term or any extension thereof or if this Agreement is sooner terminated, the Company shall at its expense remove any pipeline within the rights of way hereby granted or deactivate said pipeline in accordance with specifications approved in writing by the Port. Such removal or deactivation shall be undertaken and completed at the expense of the Company within sixty (60) days from the end of the term or extension, or sooner termination.

Should any pavement, railroad trackage, or other improvement be damaged or taken up in the installation, maintenance, repair, replacement or removal of the pipeline or its appurtenances herein provided for, or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation done by the Company or its use of the pipeline facilities, it shall at its own expense replace or repair such pavement, railroad trackage or other improvement and restore the same to its former condition.

The right of the Company to use this easement for underground pipeline purposes shall in no way impair the right of the Port to utilize the surface of the easement for any purpose. If at any time during the construction, maintenance, or operation of the pipeline the work of the Company shall temporarily, as a matter of necessity, conflict with the Port's use of the surface, the Company shall pay all expenses arising from such conflict, provided however, that the Port shall not build any permanent buildings upon the surface of any easement.

By way of illustration, and not as a limitation, the Company shall pay the expenses of the moving and replacing any cargo stored

upon the surface of any easement if required by the Port; or such expenses for removal and replacement of trackage, paving, or other improvements (excepting permanent buildings which are prohibited) if such removal and replacement arises from the circumstances described in this paragraph.

6. COMPANY TO CONFORM TO RULES AND REGULATIONS OF THE PORT

Company agrees to conform to and abide by such rules, regulations, and policies as may from time to time be adopted and imposed by the Port with reference to installing, maintaining, operating, repairing, replacing or removing of said pipeline; provided however, that such rules, regulations and policies shall operate in a substantially uniform way with respect to all persons and corporations engaged at the Port in the same or a similar class of business and handling the same commodities, products or materials, as that agreed to be conducted or handled by the Company herein. Such rules, regulations and policies shall be reasonable.

7. NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Port: PORT EVERGLADES AUTHORITY
Attn: Port Director
1850 Eller Drive
Fort Lauderdale, Florida 33316

Company: COASTAL FUELS MARKETING, INC.
2401 Eisenhower Boulevard
Port Everglades, Florida 33316
and
COASTAL FUELS MARKETING, INC.
8700 W. Flagler Street
Miami, Florida 33174; or to

such other persons or such other addresses as shall be furnished in writing to the other party by the party seeking to change the content of the information provided above.

8. NON-EXCLUSIVE.

The granting of the privilege to the Company provided in this Agreement shall not be construed as precluding the Port from granting like or similar privileges to others, including the right of the Port, its grantees or assignees in implementing the use of

any such additional easements, to cross over or under the pipes installed by the Company hereunder provided that no such grant interferes with the rights granted to the Company hereunder.

9. TIME OF ESSENCE - PORT'S RIGHTS CUMULATIVE

Time of performance by the Company of each and every provision, covenant and term hereof is and shall be forever construed to be as of the very essence of this Agreement. The rights of the Port hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the State of Florida. Failure on the part of the Port to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

10. TERMS BINDING ON SUCCESSORS AND ASSIGNS.

The provisions and terms hereof shall extend to and be binding upon the successors in office of the Port, (including Broward County beginning November 22, 1994 when it succeeds to the rights, powers and duties of the Port and becomes vested with the administration of affairs at Port Everglades, Florida) and such provisions and terms shall likewise extend to and be binding upon the successors and assigns of the Company.

11. INDEMNIFICATION

The Company agrees to indemnify, compensate and hold the Port harmless from any loss, damage, expense or liability (including damage to its property) the Port may sustain by reason of any act or thing arising out of, or from, the installation, maintenance, operation, repair, replacement or removal of the pipelines permitted hereunder resulting from or occasioned, caused, or done by the Company, its servants, agents or employees, but not for any such loss, damage, expense, or liability caused by the negligence or willful misconduct of the Port or a third party.

In the event the Company shall violate any of the provisions of this Indenture or default in its required performance hereunder the Company agrees to indemnify and hold harmless the Port for all costs, damages and expenses incurred or sustained by the Port by reason thereof.

In the event litigation shall be entered into by the parties regarding matters arising from this Agreement, whether said litigation arises from or out of the rights or duties of either party, the prevailing party in such litigation shall have the right to recover its counsel fees and costs, the amount of which shall be reasonable and may be determined by the Court.

12. COMPANY'S RIGHT TO ENTER UPON EASEMENT PROPERTY; REQUIRED CONSTRUCTION PERMITS

It is expressly understood and agreed between the parties hereto that the Company shall have the right to enter upon, and, it is hereby given the right to enter upon the easement property (as well as the Port's adjacent property, as reasonably required) at all reasonable times, for the purpose of installing, maintaining, operating, repairing, replacing and removing the pipelines constructed pursuant to the rights provided for by this Agreement.

The parties agree that no work will be undertaken involving installing, maintaining, operating, repairing, replacing or removal of any pipes or pipeline at Port Everglades without and until the written approval of the Port for such planned work has been given.

13. WHARFAGE AND OTHER PORT CHARGES PER TARIFF; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF

The Company shall pay or cause to be paid for wharfage on the petroleum products off-loaded by it from ships or loaded by it on ships at Port Everglades and transported through the pipelines of the Company within the rights of way provided for herein and for its use of other available services, facilities or equipment at Port Everglades the charges provided for in Port Everglades Tariff No. 10, any amendments thereto or re-issues thereof.

No wharfage charges shall be assessed on petroleum products passing through pipelines within the Easements provided for herein where such products have arrived at the Port by water and upon which wharfage charges have already been paid to the Port, except for products passing through any pipeline from Company's terminal after such products have been processed, manufactured or changed.

All wharfage charges imposed by the Port and paid or to be paid by the Company shall be determined by shore tank measurements

taken before and after delivery, corrected to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged), as amended or revised at the time the gauge is taken. Representatives of the Port may be present when said measurements are taken. The Company agrees to furnish the Port, each time bulk petroleum products are discharged at Port Everglades, a sworn statement which will disclose the volume in barrels and type of product discharged by the Company. The Company agrees to furnish the Port with a copy of the Ship's Manifest and related gauger report for each cargo unloaded or loaded over the wharves of the Port and such other records and data as might reasonable be requested by the Port. The Company also hereby gives the Port the right, upon not less than 3 business days prior notice and during normal business hours, to inspect the Company's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. The wharfage charges to be paid by the Company to the Port shall be promptly paid and be subject to the account receivable policies of the Port, uniformly imposed.

In making use of port facilities, equipment or services, Company agrees to be bound by the terms and provisions of Port Everglades Tariff No. 10, any amendments thereto or reissues thereof.

14. COVENANTS OF PARTIES.

(1) The Port covenants and agrees with Company that throughout the term hereof, it will provide, maintain and make available for use by the Company, deep-water port facilities that will provide efficient and useable means for Company's importation of bulk petroleum products by water and appropriate easements for the transfer of such products to Company's terminal at Port Everglades. Any delay or failure to provide such facilities that

results from the unavailability of required permits shall not be considered a violation nor breach by the Port of its obligations hereunder.

Facilities having specifications substantially the same as those which exist at the time of the execution of this Agreement are acknowledged as fulfilling the Port's obligation with regard to the terms of this paragraph.

(2) In consideration of the foregoing, the Company covenants and agrees with the Port that during the term of this Agreement or any extension thereof:

- (A) Company, its parent, and affiliated or related companies will not import bulk petroleum products into any Port Everglades terminal or to any other location within Broward County, Florida by any means other than by water.
- (B) The incidental transporting of petroleum products or of additives by truck or rail car into its Port Everglades terminal or directly to Company's customers in the normal course of its operation of its storage facilities as well as the importation of crude oil to its Port Everglades terminal, is permitted and shall not be considered in violation of the terms hereof.
- (C) In the event that Company brings into its Port Everglades terminal, or into any other storage facility within Broward County, Florida, bulk petroleum products by land rather than by water, other than the exception involving the transporting by truck or rail car as provided for in subparagraph (B) above, the Port shall assess and company shall pay to the Port, a charge on such products equal in amount to the tariff wharfage charge and the tariff-imposed fire protection service fees at the rates in effect at the time such charge is incurred.

15. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

The Company agrees that it will at all times comply with and abide by all laws, ordinances, rules and regulations of all governmental entities and agencies having jurisdiction over the easement property, expressly including those dealing with environmental protection.

It is expressly understood and agreed that the Company acknowledges and assumes responsibility for the present condition of the property accommodating the easements provided for herein with respect to environmental compliance. (This is agreed to because the easement property has for many years and is now being used by the Company, (or its predecessor) for pipeline purposes. This acknowledgment and assumption however, does not extend to conditions created by third parties other than Company's immediate predecessors, (Belcher Oil Company).

16. INSURANCE REQUIREMENTS

The Company agrees that throughout the term hereof that it will keep in full force and effect all risk Commercial General Liability Insurance with the Port as an additional named insured with limits of not less than \$1,000,000.00 per occurrence.

The Company has been informed that the Port periodically reviews and revises its minimum insurance limits required of users of Port property or services. Such revised requirements are published in the Port Tariff and apply with like effect to all Port users similarly situated.

The Company agrees that it will be bound by any such tariff amendments and that the same shall supersede the obligations provided for in this paragraph.

Written evidence in the form of a certificate of insurance, or a copy of the policy, shall be furnished the Port, so as to demonstrate continuous coverage during the term hereof.

17. LICENSES, PERMITS, TAXES

The Company agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by the Company at its Port Everglades terminal.

The Company agrees that it will pay any taxes that may be levied on rights or interests granted to it hereunder and on its improvements.

18. ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred nor sub-let except to an affiliated company without the prior written consent of the Port, which consent shall not be unreasonably withheld. No assignment, transfer or sublease shall become effective until an executed copy thereof has been furnished to the Port but any such assignment, transfer, or sublease shall not relieve the Company of its obligations hereunder.

19. CHOICE OF LAW; VENUE OF LITIGATION; WAIVER OF JURY TRIAL

Any interpretation of the terms hereof and any litigation arising out of its interpretation or the assertion of rights hereunder shall be governed by Florida law and be prosecuted in the State Courts of Broward County, Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any right it may have to a trial by jury.

20. DEFAULT - REMEDIES

In the event that the Company should default in the performance of its obligations hereunder and such default shall continue to exist 15 days after written notice of such default is given Company by the Port (as provided for in Paragraph 7 hereof), the Port at its option may terminate this Agreement.

In the event that the Company should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the Port, the Port may pursue appropriate remedies arising from the default as are provided for by its tariff, accounts receivable policy or by law.

21. FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fire, floods, governmental action, acts of war, strikes or any other cause beyond its control, such failure shall not be deemed to be a breach of this agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

IN WITNESS WHEREOF, the parties hereto has caused this Agreement to be executed on the dated indicated.

As to Company

Russell Duque
Virginia Napolitano
As to Port

Approved as to form:
Linwood Cabot
Linwood Cabot, Port Attorney

COASTAL FUELS MARKETING, INC.

By: Shawn H. Schneider
Senior Vice President
Attest: Kathleen J. Carter
Date: June 16, 1994

PORT EVERGLADES AUTHORITY

By: Mary Anne Gray
Mary Anne Gray, Chair
Attest: James A. Buent
Port Director
Date: 6-16-94

H:\WPDOCS\AGREES\COASTAL.A01
Revision #4 - June 10, 1994

16

REGISTERED
LAND SURVEYORS

C. C. WINNINGHAM CORPORATION

REGISTERED
ENGINEER

Charlie C. Winningham II
Arnold J. Waldsmith
Richard P. Zettlemoyer
Charles E. Goldsmith



Tom G. Lively

Land Surveyors - Land Development Consultants - Plat Expeditors

Francis J. Sousa

1040 N.E. 45th STREET • OAKLAND PARK, FLORIDA 33334

PHONE: 772-2640
FAX: 938-9072

July 29, 1993

EASEMENT DESCRIPTION NO. 1 DESCRIPTION OF THE PIPE LINE EASEMENTS AT PORT EVERGLADES FOR COASTAL FUELS

Two Parcels of land lying in Sections 13, 14, 23 and 24, Township 50 South, Range 42 East, said parcels including a portion of Belcher Subdivision, as recorded in Plat Book 26 at Page 3, a portion of Parcel A, according to Port Everglades Plat No. 2, as recorded in Plat Book 108 at Page 31, portions of Parcels 4, 5, 6, 7, 8, 9, 10, 11 and 12 according to Port Everglades Subdivision No 1, as recorded in Plat Book 26 at Page 6, a portion of Parcel A, Port Everglades Plat No. 9, as recorded in Plat Book 144 at Page 24, a portion of Tract A, Port Everglades Plat No. 6, as recorded in Plat Book 133 at Page 13, and a portion of Tract A, Port Everglades Plat No. 10, as recorded in Plat Book 149 at Page 26, all of the Public Records of Broward County, Florida, said parcels being more particularly described as follows:

PARCEL NO. 1

Bunker lines berth 5 1-3 4 running back to Coastal Terminal

Commencing at the Southeast corner of said Parcel A, according to Port Everglades Plat No. 2; thence run North 1°40'26" West (on a plat bearing) 830.44 feet along the East boundary of said Parcel A; thence run South 88°45'30" West 347.72 feet, to the Point Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North 1°19'32" West 78.34 feet, to a point hereinafter referred to as Point A; thence continue North 1°19'32" West 252.99 feet; thence run North 87°54'38" East 264.70 feet, to a point hereinafter referred to as Point B; thence run North 1°35'57" West 360.45 feet, to a point hereinafter referred to as Point C; thence run North 1°38'20" West 303.72 feet to a point hereinafter referred to as Point D; thence continue North 1°38'20" West 274.38 feet; thence run North 88°56' East 80.19 feet, to an intersection with said East boundary of Parcel A, and the terminus of said centerline; and beginning at said Point A, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 88°17'10" West 513.95 feet; thence run North 3°44'39" West 14.19 feet; thence run North 16°16'34" East 27.45 feet; thence run North 2°15'06" West 202.16 feet, to a point hereinafter referred to as Point E and the terminus of said centerline; and beginning at said Point B, being the Point of

EXHIBIT I

PIPELINE EASEMENT
PEA to COASTAL FUELS

16

July 29, 1993
PIPE LINE EASEMENTS

Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South $6^{\circ}45'54''$ East 2.80 feet; thence run North $87^{\circ}58'16''$ East 80.76 feet, to an intersection with said East boundary of Parcel A, Port Everglades Plat No. 2, and the terminus of said centerline; and beginning at said Point C, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North $89^{\circ}44'32''$ East 80.56 feet, to an intersection with said East boundary of Parcel A, and the terminus of said centerline; and beginning at said Point D, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North $89^{\circ}41'24''$ East 80.37 feet, to an intersection with said East boundary of Parcel A, and the terminus of said centerline; and beginning at said Point E, being the Point of Beginning of a strip of land 32 feet in width, lying 16 feet on each side of the following described centerline; thence run South $87^{\circ}38'50''$ West 85.09 feet; thence run South $88^{\circ}59'29''$ West 282.84 feet; thence run South $87^{\circ}20'40''$ West 133.47 feet to a point hereinafter referred to as Point F; thence continue South $87^{\circ}20'40''$ West 7 feet, to the terminus of said centerline; and beginning at said Point F, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South $1^{\circ}24'59''$ East 199.18 feet; thence run South $47^{\circ}09'33''$ West 93.07 feet; thence run South $1^{\circ}24'56''$ East 177.91 feet; thence run South $36^{\circ}38'$ West 24.03 feet; thence run South $43^{\circ}20'58''$ West 26.69 feet, to an intersection with the Northerly boundary of the plat of Belcher Subdivision, as recorded in Plat Book 26 at Page 3 of the Public Records of Broward County, Florida, and the terminus of said centerline.

PARCEL NO. 2

Commencing at said Southeast corner of Parcel A, Port Everglades Plat No. 2; thence run South $89^{\circ}35'20''$ West 7.37 feet along the South boundary of said Parcel A; thence run North $2^{\circ}12'59''$ West 170.92 feet, to a point hereinafter referred to as Point G, and the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South $88^{\circ}19'18''$ West 338.45 feet, to a point hereinafter referred to as Point H; thence continue South $88^{\circ}19'18''$ West 98.79 feet, to a point hereinafter referred to as Point HH; thence continue South $88^{\circ}19'18''$ West 449.42 feet, to a point hereinafter referred to as Point I; thence continue South $88^{\circ}19'18''$ West 392.86 feet, to a point hereinafter referred to as Point J; thence run North $2^{\circ}00'49''$ West 213.88 feet to the terminus of said centerline; and beginning at said Point G, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline;

July 29, 1993
PIPE LINE EASEMENTS

thence run North 2°12'59" West 180.71 feet; thence run North 52°25'48" West 64.37 feet; thence run South 88°21'27" West 223.95 feet, to the terminus of said centerline and the Point of Beginning of the following described parcel; thence run North 1°38'33" West 143.86 feet; thence run South 88°21'27" West 111.12 feet; thence run South 0°53'01" West 91.07 feet; thence run South 88°23'58" West 725.84 feet; thence run North 48°28'13" West 365.84 feet; thence run South 36°38' West 6.84 feet; thence run South 43°20'58" West 20.11 feet, to an intersection with said Northerly boundary of Belcher Subdivision; thence run North 88°42'29" East 24.81 feet to the Northeast corner of said Plat of Belcher Subdivision; thence run South 1°07'30" East 5.51 feet along the East boundary of said Belcher Subdivision; thence run South 48°28'13" East 396.97 feet; thence run South 88°21'27" West 144.71 feet; thence run North 2°00'49" West 70 feet; thence run South 88°21'27" West 269.02 feet to an intersection with said East boundary of Belcher Subdivision; thence run South 1°07'30" East 84 feet along said East boundary; thence run North 88°21'27" East 651.05 feet; thence run South 1°24'16" East 13.0 feet; thence run North 88°21'27" East 503.19 feet; thence run North 1°40'42" West 13.0 feet; thence run North 88°21'27" East 114.01 feet; thence run North 1°38'33" West 7 feet, to the Point of Beginning; and beginning at said Point H, being the Point of Beginning of a strip of land 120 feet in width, lying 60 feet on each side of the following described centerline; thence run North 0°12'25" West 221.61 feet to the terminus of said centerline; and beginning at said Point HH, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North 0°12'25" West 207.74 feet to the terminus of said centerline; and beginning at said Point I, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North 1°24'16" West 207.95 feet, to the terminus of said centerline; and beginning at said Point J, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 88°19'18" West 500 feet to the terminus of said centerline and beginning at said Point J, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 2°00'49" East 343.03 feet; thence run South 57°25'40" East 88.66 feet; thence run South 1°32'00" East 21.93 feet to a point hereinafter referred to as Point X; thence run North 89°01'33" East 296.21 feet to a point hereinafter referred to as Point KK; thence continue North 89°01'33" East 494.41 feet; thence run North 44°01'33" East 70.0 feet; thence run North 89°01'33" East 351.0 feet; thence run South 1°22'40" East 237 feet to the terminus of said centerline; and beginning at said Point KK; being the Point of Beginning of a strip of land 14 feet

July 29, 1993
PIPE LINE EASEMENTS

in width, lying 7 feet on each side of the following described centerline; thence run South 2°04'19" East 271.09 feet to a point hereinafter referred to as Point L; thence run North 89°40'40" East 642.65 feet; thence run South 0°24'04" West 111.90 feet to an intersection with the Northerly bulkhead line of Slip No. 3, and the terminus of said centerline; and beginning at said Point L, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 2°04'31" East 126.76 feet to an intersection with said Northerly bulkhead line of Slip No. 3 and the terminus of said centerline; and beginning at said Point L, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 86°57'35" West 20.68 feet; thence run South 87°41'28" West 203.04 feet; thence run South 89°15'39" West 75.06 feet, to the terminus of said centerline; and beginning at said Point X, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 1°32'00" East 276.90 feet; thence run South 42°08'50" West 122.85 feet; thence run South 5°19'54" West 51.25 feet; thence run South 2°19'29" East 295.33 feet; thence run South 54°28'06" East 26.61 feet; thence run North 88°12'49" East 402.90 feet to a point hereinafter referred to as Point M; thence continue North 88°42'49" East 171.97 feet; thence run North 65°29'04" East 45.91 feet; thence run North 88°19'25" East 641.35 feet; thence run South 47°40'42" East 11.95 feet; thence run South 0°29'58" West 33.25 feet, to a point hereinafter referred to as Point N; thence run South 1°37'06" East 1537.19 feet; thence run South 45°12'42" West 26.31 feet; thence run South 1°21'42" East 76.76 feet; thence run North 89°23'55" East 122.76 feet; thence run North 44°32'52" East 38.23 feet; thence run North 89°02'12" East 1196.66 feet, to a point hereinafter referred to as Point O; thence continue North 89°02'12" East 380.98 feet; thence run North 45°57'25" East 176.41 feet to a point hereinafter referred to as Point P; thence run North 15°55' West 1092.78 feet; thence run South 88°10'55" West 253.0 feet to a point hereinafter referred to as Point PP and the terminus of said centerline; and beginning at said Point M, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North 4°45'34" West 24.90 feet to an intersection with the Southerly bulkhead line of slip No. 3 and the terminus of said centerline; and beginning at said Point N, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 87°07'54" West 101.72 feet; thence run South 1°15'28" East 34.72 feet, to the terminus of said centerline and the Point of Beginning of a strip of land 24.10 feet in width, lying 14.60 feet Easterly of and 9.50 feet Westerly of the following

July 29, 1993
PIPE LINE EASEMENTS

described line; thence continue South 1°15'28" East 21.50 feet to the terminus of said line; and beginning at said Point O, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run North 2°07'42" West 1172.76 feet to aforesaid Point PP and the terminus of said centerline; and beginning at said Point P, being the Point of Beginning of a strip of land 14 feet in width, lying 7 feet on each side of the following described centerline; thence run South 15°55' East 116.16 feet; thence run South 7°46'11" West 1163.40 feet to the terminus of said centerline.

Said lands situate in the Cities of Fort Lauderdale and Hollywood, Broward County, Florida.

EASEMENT DESCRIPTION NO. 2
DESCRIPTION OF 4 ADDITIONAL PIPELINE EASEMENTS AT PORT EVERGLADES
FOR COASTAL FUELS

That portion of Parcel A, according to Port Everglades Plat No.2 as recorded in Plat Book 108 at Page 31 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of Parcel A, according to the plat of BELCHER SUBDIVISION, as recorded in Plat Book 26 at Page 3 in the Public Records of Broward County, Florida; thence run South 88°42'29" West (on an assumed bearing) 336.96 feet along the North line of said Parcel A, BELCHER SUBDIVISION, to a point hereinafter referred to as Point A; thence continue South 88°42'29" West 248.64 feet along said North boundary of Parcel A, to a point hereinafter referred to as Point B; thence continue South 88°42'29" West 197.35 feet along said North boundary of Parcel A, to a point hereinafter referred to as Point C; thence continue South 88°42'29" West 340.67 feet along said North boundary to a point hereinafter referred to as Point D, and the terminus of said line used for descriptive purposes, and; beginning at said Point A; being the Point of Beginning of a strip of land 50 feet in width lying 25 feet on each side of the following described centerline; thence run North 1°52'59" West 111 feet, to the terminus of said centerline and; beginning at said Point B; being the Point of Beginning of a strip of land 50 feet in width lying 25 feet on each side of the following described centerline; thence run North 1°52'59" West 111 feet to the terminus of said centerline and; beginning at said Point C; being the Point of Beginning of a strip of land 50 feet in width lying 25 feet on each side of the following described centerline; thence run North 1°52'59" West 111 feet, to the terminus of said centerline and; beginning at said Point D; being the Point of Beginning of a strip of land 50 feet in width lying 25 feet on each side of the following described centerline; thence run North

July 29, 1993
PIPE LINE EASEMENTS

1°52'59" West 120 feet to the terminus of said centerline.
Excepting therefrom any portion thereof lying beneath existing
buildings.

Said lands situate in Broward County, Florida.

REGISTERED
LAND SURVEYORS

Charlie C. Winningham II
Arnold J. Waldsmith
Richard P. Zettlemoyer
Charles E. Goldsmith

Francis J. Sousa

C. C. WINNINGHAM CORPORATION



Land Surveyors - Land Development Consultants - Plat Expeditors

1040 N.E. 45th STREET • OAKLAND PARK, FLORIDA 33334

PHONE: 772-2640

FAX: 938-9072

REGISTERED
ENGINEER

Tom G. Lively

March 21, 1994

EASEMENT DESCRIPTION NO. 3
DESCRIPTION OF AN ADDITIONAL PIPELINE EASEMENT AT PORT EVERGLADES
FOR COASTAL FUELS

That portion of Parcel A, according to Port Everglades Plat No. 2, as recorded in Plat Book 108 at Page 31 of the Public records of Broward County, Florida, described as follows:

Beginning at the Northeast corner of Parcel C, as shown on the plat of Belcher Subdivision, as recorded in Plat Book 26 at Page 3 of the Public Records of Broward County, Florida; thence run South $1^{\circ}24'49''$ East (on a plat bearing) 70 feet along the West boundary of said Parcel A; thence run North $88^{\circ}22'59''$ East 137.61 feet to the Southwest corner of the Belcher Lease Parcel; thence run North $1^{\circ}09'20''$ West 70 feet along the West boundary of said Belcher Lease Parcel to an intersection with the Easterly projection of the Northerly boundary of aforesaid Parcel C, Belcher Subdivision; thence run South $88^{\circ}22'59''$ West 137.93 feet along said Easterly projection, to the Point of Beginning.

Said lands situate in Broward County, Florida.

16