

## RIGHT-OF-WAY UTILIZATION AGREEMENT

THIS AGREEMENT, Made and entered into this 8th day of August, 1986, by and between FLORIDA POWER CORPORATION a corporation of the State of Florida, Party of the First Part ("FPC" herein), and SOUTHLAND EQUITY INVESTMENTS, INC., a corporation of the State of Florida, P.O. Box 1562, Altamonte Springs, Florida 32715-1562, Party of the Second Part ("APPLICANT" herein);

W I T N E S S E T H:

WHEREAS, FPC is the owner, possessor and user of 2 right-of-way easement recorded in Deed Book 157 at Page 63 as Clerk's Instrument No. 99963 and O.R. Book 1309 at Page 1265 as Clerk's Instrument No. 080130 of the Public Records of Seminole County, Florida, said easements giving FPC the right by appropriate legal means, to restrict any occupancy or utilization of the established right-of-way easement strip which would be or could become inconsistent with the safe and efficient operation and maintenance of FPC's existing and future high voltage electric transmission lines and related facilities located thereon; and

WHEREAS, APPLICANT now has or will have some right, title or interest in the lands encumbered by the aforementioned right-of-way easements and desires to occupy and utilize a portion of said lands limited to purposes as shown on sketch attached as Exhibit "A" and as indicated in Specific Requirements attached as Exhibit "B" (sometimes referred to as "APPLICANT'S utilization") and involving said right-of-way easement strip in only such manner as will insure the continued safe and efficient operation and maintenance of FPC's existing and future high voltage electric transmission lines and related facilities located thereon.

NOW, THEREFORE, for and in consideration of the benefits herein provided and the terms and conditions set forth below, the Parties hereto mutually agree as follows:

1. That FPC shall interpose no objection to APPLICANT's utilization of designated portion of the aforementioned lands on the basis of any other rights or restrictions pursuant to FPC's easements for so long as APPLICANT's utilization strictly complies with and conforms to the locations and conditions specified on Exhibit "A" and Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof.
2. That APPLICANT's utilization of FPC's right-of-way easement strip, and APPLICANT so covenants, shall at all times comply with and conform to said locations and conditions specified on said Exhibits "A" and "B".
3. That compliance with said locations and conditions specified on said Exhibits "A" and "B" is necessary and essential to render APPLICANT's utilization of FPC's right-of-way easement strip consistent with the safe and efficient operation and maintenance of the existing and future high voltage electric transmission lines located thereon, and, therefore, APPLICANT's failure to comply with any of said locations and conditions shall constitute an infringement upon the rights and restrictions secured to FPC pursuant to the said easements.
4. That FPC's Transmission Rights-of-Way Inspector (i.e., Mr. Joseph G. Brown, Jr. or his designated alternate, telephone (813) 866-5109, St. Petersburg) shall be notified by APPLICANT at least 48 hours prior to APPLICANT's commencing initial activities within FPC's right-of-way easement strip.
5. That APPLICANT shall obtain a legally sufficient easement or license from the present owner (s) of the fee simple title to the lands underlying FPC's right-of-way easement strip signifying the permission of such owner (s) for APPLICANT's utilization of said lands, and APPLICANT shall furnish to FPC's Real Estate Department a copy of each such easement or license prior to APPLICANT's commencing initial activities within FPC's right-of-way easement strip.
6. That FPC shall not be liable for any damages to APPLICANT's utilization howsoever resulting from FPC's continued use and occupancy of the right-of-way easement strip; FPC, howsoever, shall not willfully cause undue damage to APPLICANT's utilization.

7. That APPLICANT hereby expressly understands, covenants and agrees (a) that nothing contained in this Agreement or contemplated is intended to or shall increase FPC's liability for personal injury or death or for any property damage, (b) that FPC does not assume any such additional liability (c) that liability arising out of the utilization and occupancy of FPC's right-of-way easement strip by APPLICANT & APPLICANT's employees, agents, contractors, invitees or any representative, is hereby assumed by APPLICANT and shall be at the sole and exclusive risk of APPLICANT, (d) that APPLICANT shall answer and satisfy to FPC's satisfaction any and all complaints relative to APPLICANT's utilization of FPC's right-of-way easement strip, (e) that APPLICANT shall protect, defend, hold harmless and indemnify FPC from and against any and all actions, claims, damages and/or loss, including costs and attorney's fees, occasioned by or growing out of any actual or claimed usage or condition of FPC's right-of-way easement strip arising in any manner whatsoever, directly or indirectly, by reason of this Agreement for APPLICANT's utilization thereof, and (f) that APPLICANT covenants not to therein interfere with FPC's existing and future high voltage electric transmission lines and related facilities in any manner whatsoever and shall fully indemnify FPC from any and all losses as in Section "(e)" above resulting from such interference.

8. That FPC does not guarantee that APPLICANT's utilization will be completely compatible with the safe and efficient operation and maintenance of FPC's existing and future high voltage electric transmission lines within the right-of-way easement strip and any remedial action required to resolve subsequent conflict will be at APPLICANT's sole expense.

9. That the validity of this Agreement is contingent upon APPLICANT first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority, approval and/or permit is not secured, this Agreement will be considered null and void.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

WITNESSES:

Rene Lee Butler  
Janet L. Seichelderfer

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

FLORIDA POWER CORPORATION ("FPC")

By: [Signature]  
Ron Solanes  
Property Manager  
Real Estate Department

SOUTHLAND EQUITY INVESTMENTS, INC.  
("APPLICANT")

By: [Signature]  
President

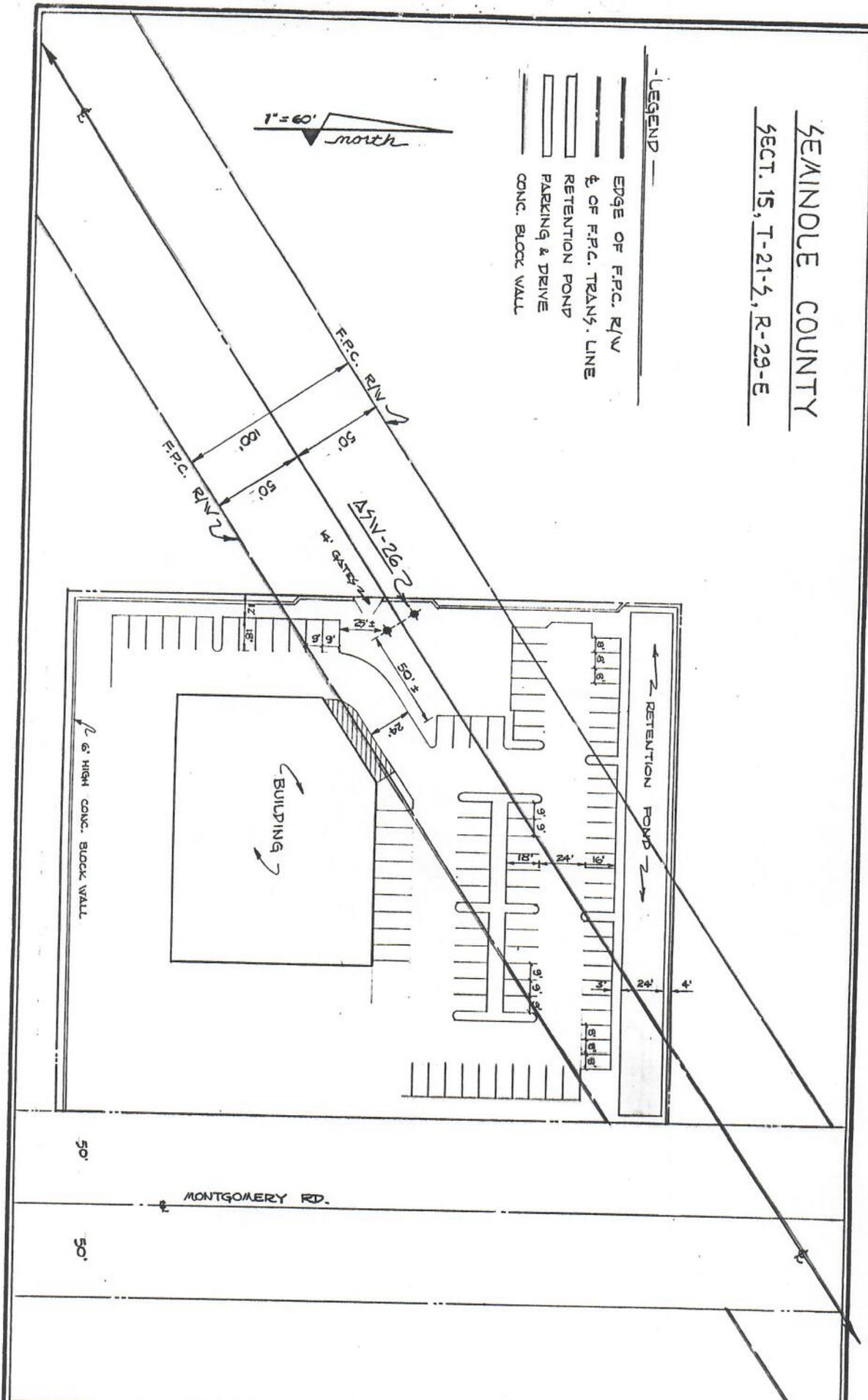
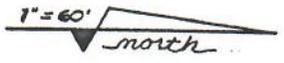
ATTEST: [Signature]  
Secretary

(Corp.  
Seal)



SEMINOLE COUNTY  
 SECT. 15, T-21-4, R-29-E

- LEGEND-
- EDGE OF F.P.C. R/W
  - & OF F.P.C. TRANS. LINE
  - ▭ RETENTION POND
  - ▭ PARKING & DRIVE
  - ▭ CONC. BLOCK WALL



Florida Power Corp. Real Estate Dept.	SOUTHLAND EQUITY INVESTMENTS, INC. PARKING, RETN., WALL (E-16-861)	8-6-86	RE-905 L
		Drawn by: M. ANDERSON	