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3300 Exchange Place, NP3A
Lake Mary, FL 32746

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Doc. Marcia Johnson, FRANKLIN County B:944 P:205

ETS #20060675
Doris E. Allard, John H. Allard, Jay H. Allard
JA-762
Property Tax ID #31-08S-06W-0000-0960-0000

For County Use Only

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, issued this 21st day of December, 2006, by and between **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation, whose mailing address is 3300 Exchange Place, Lake Mary, FL 32746, ("PEF" herein), and **DORIS E. ALLARD**, a widow, John H. Allard, her son, and Jay H. Allard, her son, whose mailing address is 26 School Road, Eastpoint, FL 32328, ("APPLICANT" herein);

WITNESSETH

WHEREAS, PEF is owner, possessor and user of a easement recorded in Deed Book J. J. at Page 135, of the public records of Franklin County, Florida, being generally located in the East ½ of the Northeast ¼ of Section 31, Township 8 South, Range 6 West, said easement giving PEF the right by appropriate legal means, to restrict any occupancy or utilization of the established easement which would be or could become inconsistent with the safe and efficient operation and maintenance of PEF's existing and future high voltage electric transmission lines and related facilities located thereon; and

WHEREAS, APPLICANT and APPLICANT's representatives and agents now have or will have some right, title or interest in the lands encumbered by the aforementioned easement and desires to occupy and utilize a portion of said lands limited to purposes of locating a mobile home 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") provided that such use does not interfere with or adversely affect the continued safe and efficient operation and maintenance of PEF'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, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- A. That PEF shall interpose no objection to APPLICANT's utilization of the designated portion of the aforementioned lands on the basis of any other rights or restriction pursuant to PEF's easement for so long as APPLICANT's utilization strictly complies with and conforms to the locations specified on Exhibit "A" and the conditions and requirements set forth in Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof.

- B. That compliance with said location and conditions specified on said Exhibits "A" and "B" is necessary and essential to render APPLICANT's utilization of PEF's easement consistent with safe and efficient operation and maintenance of PEF's 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 PEF pursuant to the said easement.
- C. That all of APPLICANT's operations, activities and equipment used within PEF's 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" herein) and the Occupational Safety and Health Act of 1971 (OSHA). APPLICANT is further notified and hereby agree to so notify any of APPLICANT's employees, agents, contractors, representatives, or other persons engaging in APPLICANT's activities upon said 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 (corporate telephone 800/700-8744).
- D. That the validity of this Encroachment 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 required. If such zoning, authority, approval is not secured, this Encroachment Agreement will be null and void.
- E. That PEF shall not be liable for any damages to APPLICANT's utilization whatsoever resulting from PEF's continued use and occupancy of its easement.
- F. That APPLICANT shall provide and maintain an unobstructed and easily passable thirty foot (30') wide accessway (patrol road) along the length of PEF's easement and to all transmission structures and related facilities for use by PEF for emergency access, normal maintenance and patrol purposes.
- G. That APPLICANT shall not use a dragline or cable type crane within PEF's easement.
- H. That APPLICANT shall adhere to provisions in NESC regarding clearances between ground level and electric conductors. Ground elevation must not be increased more than two feet (2').
- I. That if the utilization area is fenced or enclosed by a wall, APPLICANT shall install a sixteen foot (16') wide gate along each fenced or walled boundary within PEF's easement making that portion of PEF's easement accessible to PEF. APPLICANT shall ground each gate and fence in accordance with the NESC. APPLICANT may secure each gate with a chain and lock and PEF shall install an additional lock creating an interlocking padlock system.
- J. That APPLICANT shall assume the sole duty, responsibility and obligation of mowing and otherwise maintaining the surface of the portion of PEF's easement upon and across APPLICANT's land (or the land involved) in a condition compatible with the surrounding area.

- K. That APPLICANT shall restore the entire disturbed area within PEF's easement, including PEF's patrol road, to a condition at least as good as that which existed prior to construction.
- L. That APPLICANT shall furnish to PEF's Northern Florida Transmission Area Encroachment Agent (Progress Energy Florida, Inc., Attn: Michael K. Johnson, Encroachment Agent, 1295 East Rocky Branch Road, MO16, Monticello, FL 32344) with a set of as-built drawings of the utilization area, sealed by a registered surveyor, noting the location of APPLICANT's improvements within PEF's easement and PEF's nearest structures. The location of APPLICANT's improvements must conform to the location shown on the sketch attached as Exhibit "A".
- M. That PEF does not guarantee that APPLICANT's utilization will be completely compatible with the safe and efficient operation and maintenance of PEF's existing and future high voltage electric transmission lines within PEF's easement and any remedial action required to resolve subsequent conflict will be at APPLICANT's sole expense. In the event that PEF exercises its rights to install additional electrical facilities within the land that is the subject of this Encroachment Agreement, PEF shall not be obligated to repair, replace or reimburse the costs of any of APPLICANT's improvements placed upon the property.
- N. That APPLICANT hereby expressly understands, covenants and agrees (a) that nothing contained in this Encroachment Agreement or contemplated is intended to or shall increase PEF's liability for personal injury or death or for any property damage, (b) that PEF does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of PEF's easement by APPLICANT and 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 PEF's satisfaction any and all complaints relative to APPLICANT's utilization of PEF's easement, (e) that APPLICANT shall protect, defend, hold harmless, and indemnify PEF, its directors, officers, employees, contractors, agents, representatives 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 PEF's easement arising in any manner whatsoever, directly or indirectly, by reason of this Encroachment Agreement for APPLICANT's utilization thereof, and (f) that APPLICANT covenants not to interfere with PEF's existing and future high voltage electric transmission lines and related facilities in any manner whatsoever and shall fully indemnify PEF from any and all losses as in Section "(e)" above resulting from such interference.
- O. That APPLICANT shall be responsible for clean-up of any and all APPLICANT's spills which may occur within PEF's easement. If a spill occurs, APPLICANT shall immediately report the nature and extent of the spill PEF's nearest local office (corporate telephone 800/700-8744).
- P. That APPLICANT shall not plant any trees or shrubbery within PEF's easement. APPLICANT may plant only sod within PEF's easement.
- Q. That APPLICANT agrees that PEF's easement shall not be used to satisfy wetland mitigation requirements.

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JOHN H. ALLARD

(as APPLICANT)

John H. Allard
John H. Allard

WITNESSES:

x *Jaune O'ris*
Signature of First Witness

Jaune O'ris
Print or Type Name of First Witness

x *Pamela Thomas*
Signature of Second Witness

Pamela Thomas
Print or Type Name of Second Witness

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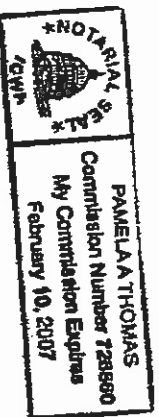
State of Idaho)
County of Washington) ss

The foregoing Encroachment Agreement was acknowledged before me this 8th day of January, 2007, by John H. Allard, who is personally known to me or who has produced LAOL, as identification, and who did (did not) take an oath.

Pamela Thomas

Name: _____
Notary Public
Serial Number: _____
My Commission Expires: _____

NOTARY SEAL



JAY H. ALLARD
(as APPLICANT)

X Jay H. Allard
M. A. Wood

WITNESSES:

X Debra Latta Polans
Signature of First Witness

Charlotte Polans

Print or Type Name of First Witness

X Christine W. Holmes

Signature of Second Witness

Christine W. Holmes

Print or Type Name of Second Witness

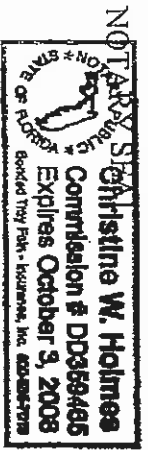
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State of Florida)
Franklin) ss
County of Franklin)

The foregoing Encroachment Agreement was acknowledged before me this 27 day of December, 2006, by Jay H. Allard, who is personally known to me or who has produced THDL as identification, and who did (did not) take an oath.

Christine W. Holmes

Name: _____
Notary Public
Serial Number: _____
My Commission Expires: _____



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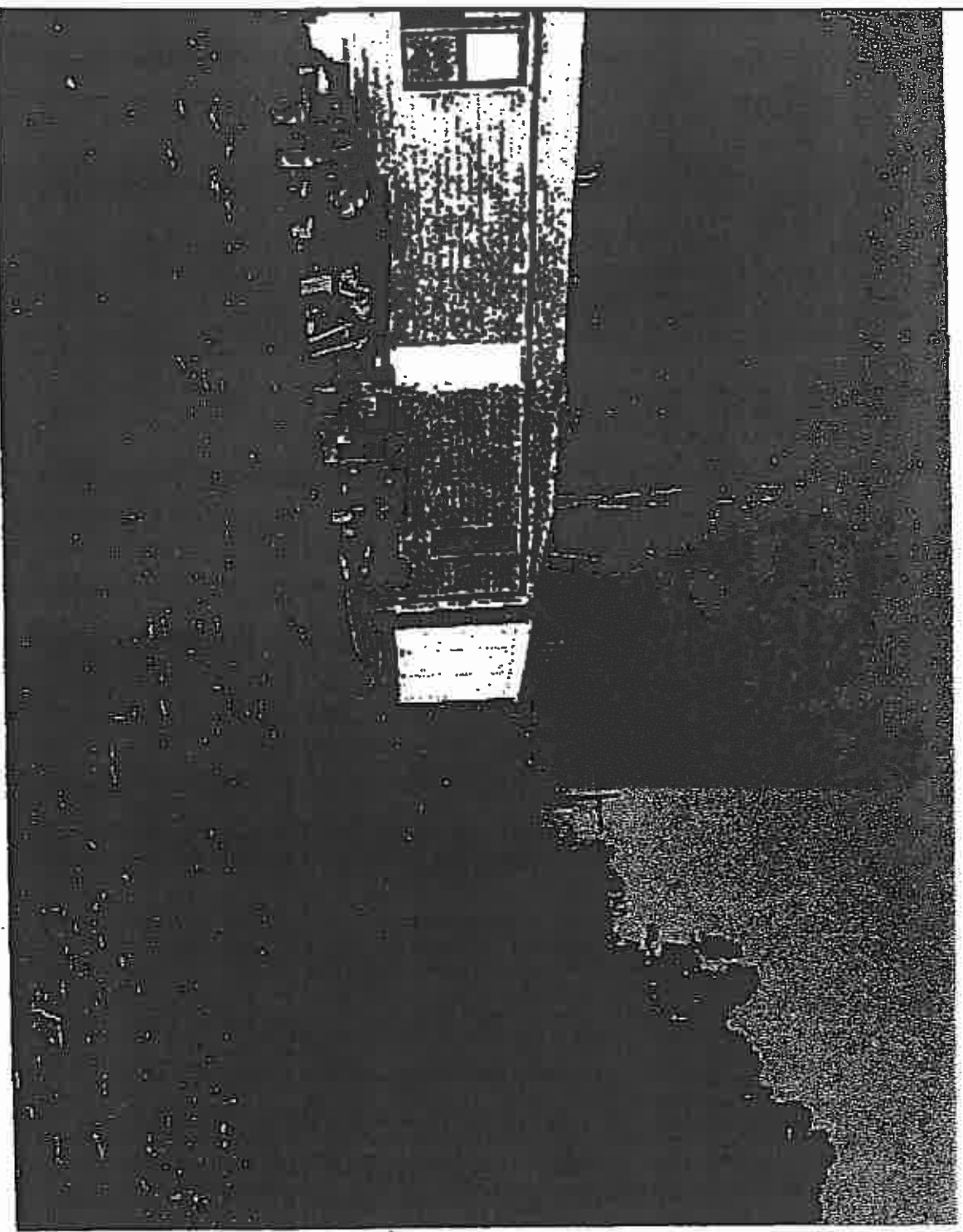


EXHIBIT "B"

SPECIFIC REQUIREMENTS

for
locating a mobile home and a shed

1. That other than PEF's facilities and APPLICANT's one mobile home and one shed, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, antennas, structures or obstacles shall be located, constructed or installed within PEF's easement without PEF's prior written approval.
2. This area contains high voltage power lines. Extreme caution must be used when working within the utilization area.
3. That a clear, level and easily passable thirty-foot (30') wide maintenance road shall be provided with no shrubs or trees planted in maintenance roadway.
4. That APPLICANT acknowledges that PEF has not approved or permitted any conservation easements to be granted or dedicated within PEF's easement and PEF shall not be bound by the dedication of any conservation easements within said easement pursuant to the recording of any such conservation easements in the public records of Franklin County.
5. PEF's easement shall not be used to satisfy wetland mitigation requirements.
6. That all sidewalks, parking lots, driveways and roadways placed within PEF's easement shall be designed to be driven over and constructed to Florida Department of Transportation Roadway Design Standards for vehicles weighing in excess of one-hundred (100) tons.
7. That all excavations for APPLICANT's utilization shall be a minimum of fifty feet (50') from the nearest edge of PEF's transmission structure and a minimum of thirty feet (30') from guying.
8. That no landscaping, other than sod, shall be planted within PEF's easement.
9. That PEF shall not be liable for any damages resulting from operations necessary to maintain PEF's facilities.
10. That any sprinkling system which may be installed by APPLICANT within PEF's easement shall spray no closer than twenty-five feet (25') from the nearest edge of PEF's structures or guying and to a maximum height of ten feet (10').
11. That any and all piping and/or culverts (cables) installed by APPLICANT within PEF's easement shall have sufficient earth cover to prevent breakage due to the operation of PEF's vehicles and heavy equipment within PEF's easement.

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EXHIBIT "B"

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12. That no below ground grade drainage or facilities shall be installed by APPLICANT within PEF's easement without PEF's prior written approval.
13. That APPLICANT agrees to furnish, install and maintain permanent markers showing the location of the underground facilities within PEF's easement. Said markers shall be the APPLICANT's responsibility.
14. That APPLICANT agrees that no storage or refueling operations shall take place within PEF's easement.
15. That no parking shall occur within fifty feet (50') of PEF's structures.
16. That all parked vehicles within PEF's easement shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
17. That should the mobile home dwelling and/or the shed require substantial structural maintenance, become uninhabitable or be demolished, the structure(s) must be removed from PEF's easement immediately and solely at APPLICANT's expense.
18. That as a condition precedent to the exercise of any further rights within PEF's easement APPLICANT will obtain from PEF [800/700-8744, www.pfjnpjprojectsolutions.com, or 3300 Exchange Place, Lake Mary, FL 32746, Attention: Encroachment Agent (currently Michael K Johnson 850/342-22960)] a prior written determination that the exercise of such right(s) is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communication systems or with the foregoing guidelines or laws.

APPROVED BY
TRANSMISSION/LINE ENGINEERING

Signature: 
Name: MARK HARTZEL
Date: 6/26/07

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