

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY
Form 8

THIS AGREEMENT made and entered into this ____ day of _____, 19____, by and between GULF POWER COMPANY, hereinafter called the Utility, and _____, hereinafter called the Applicant:

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in _____ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has chosen Option 1 for underground electrical distribution facilities in a new residential subdivision as described in the Utility's Tariff (Section IV, Rules & Regulations) and requests the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".
2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.
3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.
5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement.

The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B".

ISSUED BY: Travis Bowden

EFFECTIVE: January 13, 1999

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is \$_____ and which has this day been paid by the Applicant to the Utility.

10. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT:

By: _____
Title: _____
Print Name: _____

WITNESS:

Date: _____

GULF POWER COMPANY:

By: _____
Marketing General Manager

ATTEST:

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ISSUED BY: Travis Bowden

EFFECTIVE: January 4, 2000