

Memorandum of Understanding
(Port Everglades - Eller Substation)

This Memorandum of Understanding ("**MOU**") is made this ____ day of _____, 2018, by and between Florida Power & Light Company, a Florida corporation ("**FPL**"), having its principal office at 700 Universe Boulevard, Juno Beach, Florida 33408, and Broward County, a political subdivision of the State of Florida ("**County**"), having an office at 1850 Eller Drive, Fort Lauderdale, Florida 33316-4201 (individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

RECITALS

A. County anticipates a need for FPL to construct, install, operate, replace, and maintain an electrical utility substation facility and appurtenant equipment and electric transmission and distribution lines and appurtenant equipment, including, but not limited to, breakers, bus, above ground and underground wires, relay vault, poles, "H" frame structures, towers, cables, conduits, anchors, guys, transformers, buildings, fences, roads and trails, one or more pipelines and pipeline equipment for potable and sewer water and drainage purposes, one or more conduits with fiber optic cable and appurtenant equipment for communication purposes, equipment for the transmission and distribution of electricity and for communication purposes, and other uses consistent with the operation of an electrical utility substation (all of the foregoing hereinafter referred to as "**Facilities**"), and an access road ("**Access Drive**") to access the Facilities, over, under, in, on, upon, and across that certain County owned property located in Broward County, Florida, and more particularly described on attached Exhibit 1 ("**Easement Area**") to accommodate County's future Port Everglades electrical utility needs.

B. The Parties desire to work together to meet the collaborative needs of both County and FPL with regard to engineering the Facilities to meet County's future Port Everglades' electrical utility needs and FPL's easement requirements associated with such Facilities.

C. County desires for FPL to construct the Facilities and Access Drive, all within the Easement Area;

D. County desires to grant an easement to FPL ("**Easement**") to access, construct, install, operate, replace, and maintain the Facilities and Access Drive within the Easement Area.

E. FPL desires to construct the Facilities and Access Drive within the Easement Area pursuant to the terms and conditions of this MOU.

F. The purpose of this MOU is to memorialize the terms and conditions for County to grant the Easement to FPL and for FPL to construct the Facilities and Access Drive.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Responsibilities of County.** County shall (i) grant or cause to be granted to FPL the Easement on the form attached hereto as Exhibit 2; and (ii) pay for its share of the costs incurred by FPL in connection with construction and installation of the Facilities and Access Drive in accordance with the terms and conditions of the Facilities and Access Drive Construction Agreement attached hereto as Exhibit 3.

3. **Responsibilities of FPL.** FPL shall construct and install the Facilities and Access Drive within the Easement Area in accordance with the terms and conditions of the Facilities and Access Drive Construction Agreement. FPL shall operate and maintain the Facilities and Access Drive, in accordance with the terms and conditions of the Easement. County acknowledges and understands that FPL's responsibilities hereunder are contingent upon County's satisfaction of Section 2, items (i) and (ii) above, together with County entering into a separate Underground Duct Bank & Manhole Installation Agreement on FPL's form attached hereto as Exhibit 4.

4. **Counterparts.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

5. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and, except with regard to the documents attached hereto as exhibits, there are no other agreements, representations, or warranties regarding the matter addressed herein other than as set forth herein, and supersedes all prior discussions, negotiations, and agreements between the Parties, whether oral or written.

6. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This MOU shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this MOU, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this MOU shall be exclusively in such state courts, forsaking any other jurisdiction that either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS MOU, FPL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MOU AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

7. **Severability.** If any provision or portion of this MOU is for any reason held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (i) such portion or provision will be deemed separate and independent, (ii) the Parties agree to negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this MOU will remain in full force and effect.

8. **Exhibits.** The attached Exhibits 1, 2, 3, and 4 are incorporated into and made a part of this MOU.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, the Parties have made and executed this MOU: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and Florida Power & Light Company, a Florida corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through its Board of
County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

By: _____
_____, Mayor
____ day of _____, 20____.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Al A DiCalvo (Date)
Assistant County Attorney

By: _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

FPL

Witnesses

Florida Power & Light Company,
a Florida corporation

Signature: _____
Print Name: _____

By: _____
Name: _____
Title: _____

Signature: _____
Print Name: _____

Date: _____

Exhibit 1
To Memorandum of Understanding

Legal Description of Easement Area

CONSISTING OF THE FOLLOWING FACILITIES AREA:

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel A, said point also being the Northwest corner of Lot 2, Block 1, SOUTH FLORIDA MACK TRUCK, according to the plat thereof, as recorded in Plat Book 112, Page 26, of the Public Records of Broward County, Florida; THENCE S 02°03'40" E along the East line of said Parcel A and the Southerly extension thereof, a distance of 1045.99 feet; THENCE S 88°05'32" W a distance of 128.98 feet to a line being 230.00 feet East of and parallel with the East line of the 260 foot FPL Easement as recorded in Official Records Book 938, Page 194 and Official Records Book 1823, Page 180, all of the Public Records of Broward County, Florida, said point being the POINT OF BEGINNING; THENCE continue S 88°05'32" W a distance of 230.00 feet to the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said East line of the 260 foot FPL Easement a distance of 350.01 feet; THENCE N 88°05'32" E a distance of 230.00 feet to a line being 230.00 feet East of and parallel with the said East line of the 260 foot FPL Easement; THENCE S 01°34'42" E along the said parallel line a distance of 350.01 feet to the POINT OF BEGINNING.

Said land situated within the City of Hollywood, Florida, containing 1.85 acres, more or less;

TOGETHER WITH THE FOLLOWING ACCESS DRIVE AREA:

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof, as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel A; THENCE on an assumed bearing of N 88°05'32" E along the North line of said Parcel A, a distance of 175.00 feet to the POINT OF BEGINNING; THENCE continue N 88°05'32" E continuing along the North line of said Parcel A, a distance of 85.00 feet to the East line of the 260 foot FPL Easement as described in Official Records Book 938, Page 194, Public Records of Broward County, Florida; THENCE S 01°34'42" E along the said East line of the 260 foot FPL Easement a distance of 1048.02 feet; THENCE S 88°05'32" W a distance of 40.00 feet to a line being 40.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along said parallel line a distance of 958.02 feet to a line being 90.00 feet South of and parallel with the said North line of Parcel A; THENCE S 88°05'32" W along the said parallel line a distance of 45.00 feet to a line being 85.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said parallel line a distance of 90.00 feet to the POINT OF BEGINNING;

Said land situated within Broward County, Florida, containing 45,970 square feet, more or less.

Exhibit 2
To Memorandum of Understanding

Form of Easement

Document prepared by and
after recording return to:

Seth S. Sheitelman, Esq.
Florida Power & Light Company
Office of the General Counsel
700 Universe Boulevard (LAW/JB)
Juno Beach, Florida 33408

EASEMENT

THIS EASEMENT ("Easement") is made and entered into this ____ day of _____, 20____, by and between **BROWARD COUNTY**, a political subdivision of the State of Florida ("**Grantor**"), whose address is Governmental Center, 115 South Andrews Avenue, Ft. Lauderdale, Florida 33301-1801, and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, its successors and assigns ("**Grantee**"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408 (individually referred to as a "Party" and collectively referred to as the "**Parties**").

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, give, and convey to Grantee: (i) a perpetual exclusive easement for the construction, installation, operation, and maintenance of an electrical utility substation facility and appurtenant equipment and electric transmission and distribution lines and appurtenant equipment, including, but not limited to, breakers, bus, above ground and underground wires, relay vault, poles, "H" frame structures, towers, cables, conduits, anchors, guys, transformers, buildings, fences, roads and trails, one or more pipelines and pipeline equipment for potable and sewer water and drainage purposes, one or more conduits with fiber optic cable and appurtenant equipment for communication purposes, equipment for the transmission and distribution of electricity and for communication purposes, and other uses consistent with the operation of an electrical utility substation (all of the foregoing hereinafter referred to as "**Facilities**"), upon, on, over, across, and under that certain piece or parcel of property located in Broward County, Florida, and more particularly described as part of Exhibit A, attached hereto and incorporated herein, for as long as, after the initial installation of the Facilities, Grantee operates the Facilities as an electrical utility substation; and (ii) a perpetual nonexclusive easement for an access road to access the Facilities ("**Access Drive Area**"), upon, on, over, across, and under that certain piece or parcel of property located in Broward County, Florida, and more particularly described as part of Exhibit B, attached hereto and incorporated herein, together with the right to construct, install, operate, and maintain underground utilities within the Access Drive Area, including water and sewer lines, and the right to attach wires to any Facilities hereunder and lay cable and conduit within the Access Drive Area and to operate the same for Grantee communications purposes, for as long as, after the initial installation of the Facilities, Grantee operates the Facilities as an electrical utility substation; with the combined Facilities and Access Drive Area hereinafter referred to as "**Easement Area**."

TOGETHER WITH the right and privilege, from time to time, to reconstruct, inspect, alter, maintain, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristic

of, replace, remove, or relocate such Facilities or any part thereof upon, on, over, across, and under the Easement Area, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein.

TOGETHER WITH the right and privilege, from time to time, to drain the stormwater from the Easement Area into the adjacent permitted stormwater system, subject to permit conditions, requirements, and limitations of jurisdictional government entities and regulatory agencies.

TOGETHER WITH the right to attach wires to or within any Facilities within the Easement Area and lay cable and conduit within the Easement Area and to operate the same for Grantee communications purposes; the right of access (ingress and egress) to and from the Facilities and the Easement Area at all times; the right to clear the Easement Area and keep it cleared of all trees, undergrowth, and other obstructions; the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the Facilities; the right to mark the location of any underground Facilities by above-ground and other suitable markers; and Grantor further grants to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, upon, over, along, under, and across the roads, streets, or highways adjoining or through the Easement Area.

GRANTOR AND GRANTEE covenant and agree that this Easement grant is subject to the following terms and conditions:

1. Except for the Access Drive Area portion of the Easement Area, which shall be nonexclusive, the remainder of the Easement Area is for Grantee's sole and exclusive use which shall exclude any use by Grantor or any other party. Other than the Access Drive Area, Grantor shall not grant use of the Easement Area to any other party.
2. Grantor hereby grants access to Grantee, its licensees, agents, successors, and assigns, over adjoining lands of Grantor at all times for the purposes of exercising the rights granted to Grantee under this Easement.
3. Grantor agrees that, as to the Access Drive Area, if no road presently exists or if an existing road is too narrow or not otherwise suitable for use by Grantee for its uses as granted in this Easement, Grantee may, at Grantee's sole option, construct, improve, alter, expand, repair, and maintain a new road; provided, however, Grantee shall not be responsible for repair or maintenance costs not associated with Grantee's use of the Easement Area. Any existing road to be modified or new road to be constructed by Grantee hereunder may be modified or constructed to meet Grantee's specifications required to support its heavy equipment and Broward County Minimum Standards set forth in Exhibit 25.A, Chapter 25 of the Broward County Administrative Code, as may be amended from time to time. Grantor, at no expense to Grantor, agrees to cooperate with Grantee with any permitting or governmental applications required or associated with such road.
4. Grantee shall, in exercising its rights under this Easement, fully comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations, including site plan regulations, if any.
5. Grantee shall provide and maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury and property damage; (ii) automobile liability policy with limits of One Million Dollars (\$1,000,000) combined single limit for all owned, nonowned, leased, and hired automobiles; (iii) umbrella

liability policy with limits of Four Million Dollars (\$4,000,000) per occurrence, and (iv) Workers' Compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability coverage with limits of One Million Dollars (\$1,000,000) per accident, by disease and per policy and per employee. Grantee may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. Except for Workers' Compensation insurance, Grantee shall specifically protect Grantor and the Broward County Board of County Commissioners by naming Grantor and the Broward County Board of County Commissioners as additional insureds under the above insurance policies. Within fifteen (15) business days of execution of this Easement and thereafter upon request, Grantee shall provide Grantor with certificates of insurance, or in the event Grantee self-insures any of the above required insurance coverages, Grantee will provide Grantor with a letter of self-insurance evidencing proof of the required insurance coverages and limits.

6. Grantor expressly agrees that Grantee shall have no liability whatsoever to Grantor for any pre-existing environmental impairments, liabilities, or conditions found on or associated with the Easement Area. Grantee has performed a Phase I Environmental Site Assessment and a Limited Phase II Environmental Site Assessment of the Easement Area, with reports dated February 29, 2016, and March 24, 2016, respectively, which said reports are incorporated herein by reference.

7. Grantee, at Grantee's expense, shall repair any damage to Grantor's property, including the Easement Area, caused by Grantee, its contractors, employees, agents, or invitees; to the extent such damage is not caused by Grantor's negligence.

8. Grantee shall not dispose of any contaminants, including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals, or other agents produced or used in Grantee's use of this Easement, on the Easement Area or adjacent lands, or in any manner not permitted by law. Grantor shall not be liable for any costs associated with any clean-up of the Easement Area that is a result of Grantee's operations and use of the Easement Area, except if such costs are a direct result of Grantor's negligence or misconduct.

9. Grantee shall ensure that all improvements that it constructs or installs in the Easement Area are kept in a good, clean, and safe condition at all times and Grantee shall promptly make all necessary repairs, maintenance, and replacements thereto.

10. Grantee agrees to provide and pay for, at its own cost and expense, the ongoing operation, maintenance, and repair of the Facilities. It shall be the responsibility of Grantee to keep the Facilities portion of the Easement Area clean and free from trash and debris. The operation, maintenance, and repair of the Facilities shall be borne by Grantee, and Grantee agrees to maintain the same in accordance and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. Except as otherwise provided herein, this Easement shall not be assigned, in whole or in part, without the prior written consent of Grantor, which consent may not be unreasonably withheld or delayed. Any assignment made, either in whole or in part, without the prior written consent of Grantor shall be void and without legal effect.

12. This Easement shall not be released or amended without the consent of the Parties as evidenced by a document recorded in the Public Records of Broward County, Florida.

13. This Easement shall be governed by and interpreted according to the laws of the State of Florida.

14. Grantor or its duly authorized agents, representatives, or employees shall have the right at any and all times to inspect the Access Drive area of the Easement Area.

15. Grantee agrees that this Easement is contingent upon and subject to Grantee obtaining all applicable permits and complying with all applicable regulations, ordinances, rules, and laws. All permitting costs related to the operation and maintenance of the Facilities, including any future improvements to the Facilities undertaken by Grantee after the initial installation of the Facilities, but excluding any specialty equipment required by Grantor, are to be at Grantee's sole cost and expense.

16. Grantee, at its own cost and expense, shall record this fully executed Easement in its entirety in the Public Records of Broward County, Florida.

17. Except as specifically stated herein otherwise, this Easement is granted to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability of the Easement Area for Grantee's purposes or otherwise. Grantee acknowledges that the Easement granted herein is subject to all easements, restrictions, reservations, and other matters of record as of the effective date of this Easement.

18. A Party shall be in default under this Easement if such Party fails to perform any obligation required under this Easement and such failure continues for more than ninety (90) calendar days after written notice, provided that if the failure to perform is of such a nature that it cannot be cured within ninety (90) calendar days, then such Party shall not be in default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion. Upon the occurrence of a default, the nondefaulting party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default; provided however, Grantor may exercise any other remedy available at law or in equity except for ejectment, termination, rescission of this Easement, or any other remedy that would give Grantor the right to access the portion of the Easement Area housing the Facilities or to construct, install, operate, and maintain, repair, or replace any of the Facilities, all of which are expressly excluded. Except as set forth to the contrary herein, any right or remedy of Grantor or Grantee shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not. Neither Grantor nor Grantee shall be liable to the other Party for any incidental, special, punitive, or consequential damages hereunder.

19. This instrument contains the entire agreement between the Parties relating to the rights granted and obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the Party to be charged therewith.

20. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

21. Grantee shall pay all real property taxes levied on the Easement Area, and improvements thereon, directly resulting from Grantee's use of or activities on the Easement Area. As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, ad valorem, special, ordinary, or extraordinary, and any improvement bond or bonds, levy, or tax imposed on Grantee's easement interest, the Easement Area, or improvements thereon, as a direct result of Grantee's use of or activities on the Easement Area, by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, as against any legal or equitable interest of Grantee in the Easement Area.

22. Grantee shall be permitted to have one or more signs on the Facilities site that identify the Facilities as an FPL electrical utility substation without Grantor's consent, except that any and all signs shall be installed and maintained by Grantee in conformance with all applicable federal, state, and local laws and codes, including, but not limited to, provisions of Grantor's sign ordinance.

23. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR GRANTEE:

Florida Power & Light Company
Post Office Box 14000
Juno Beach, Florida 33408
Attn: Corporate Real Estate Department

FOR GRANTOR:

Broward County Port Everglades Department
1850 Eller Drive, Suite 602
Fort Lauderdale, FL 33316
Attn: Port Director

24. Grantor represents and warrants that it is lawfully seized and possessed of Easement Area, that it has a good and lawful right to convey this Easement, and that the Easement and Easement Area is free from all encumbrances.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have made and executed this Easement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, signing by and through its Director of Corporate Real Estate, duly authorized to execute same.

Grantor

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____
_____, Mayor
____ day of _____, 20____.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

Grantee

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Witness: _____
Print Name: _____

By: _____
Name: Dean J. Girard
Title: Director of Corporate Real Estate

Witness: _____
Print Name: _____

____ day of _____, 20____.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this ____ day of _____, 20____, before me, the undersigned notary public,
personally appeared Dean J. Girard, Director of Corporate Real Estate, who is personally known to me to
be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on
behalf of said corporation and that he was duly authorized so to do

IN WITNESS WHEREOF, I hereto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name:

Exhibit A
To Easement

Facilities Area

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel A, said point also being the Northwest corner of Lot 2, Block 1, SOUTH FLORIDA MACK TRUCK, according to the plat thereof, as recorded in Plat Book 112, Page 26, of the Public Records of Broward County, Florida; THENCE S 02°03'40" E along the East line of said Parcel A and the Southerly extension thereof, a distance of 1045.99 feet; THENCE S 88°05'32" W a distance of 128.98 feet to a line being 230.00 feet East of and parallel with the East line of the 260 foot FPL Easement as recorded in Official Records Book 938, Page 194 and Official Records Book 1823, Page 180, all of the Public Records of Broward County, Florida, said point being the POINT OF BEGINNING; THENCE continue S 88°05'32" W a distance of 230.00 feet to the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said East line of the 260 foot FPL Easement a distance of 350.01 feet; THENCE N 88°05'32" E a distance of 230.00 feet to a line being 230.00 feet East of and parallel with the said East line of the 260 foot FPL Easement; THENCE S 01°34'42" E along the said parallel line a distance of 350.01 feet to the POINT OF BEGINNING.

Said land situated within the City of Hollywood, Florida, containing 1.85 acres, more or less.

Exhibit A To Easement (Continued)

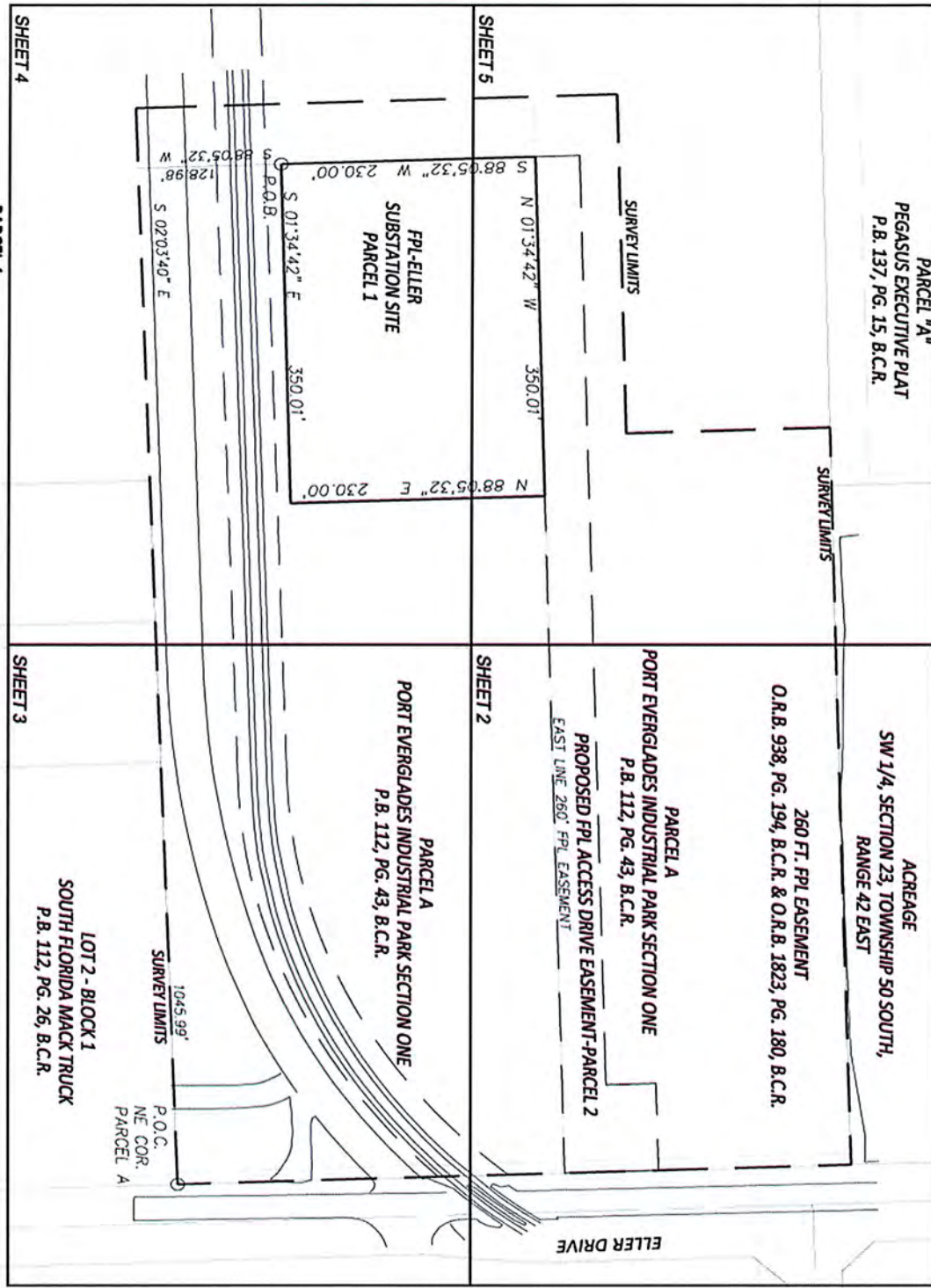


Exhibit B
To Easement

Access Drive Area

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof, as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel A; THENCE on an assumed bearing of N 88°05'32" E along the North line of said Parcel A, a distance of 175.00 feet to the POINT OF BEGINNING; THENCE continue N 88°05'32" E continuing along the North line of said Parcel A, a distance of 85.00 feet to the East line of the 260 foot FPL Easement as described in Official Records Book 938, Page 194, Public Records of Broward County, Florida; THENCE S 01°34'42" E along the said East line of the 260 foot FPL Easement a distance of 1048.02 feet; THENCE S 88°05'32" W a distance of 40.00 feet to a line being 40.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along said parallel line a distance of 958.02 feet to a line being 90.00 feet South of and parallel with the said North line of Parcel A; THENCE S 88°05'32" W along the said parallel line a distance of 45.00 feet to a line being 85.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said parallel line a distance of 90.00 feet to the POINT OF BEGINNING;

Said land situated within Broward County, Florida, containing 45,970 square feet, more or less.

Exhibit B To Easement (Continued)

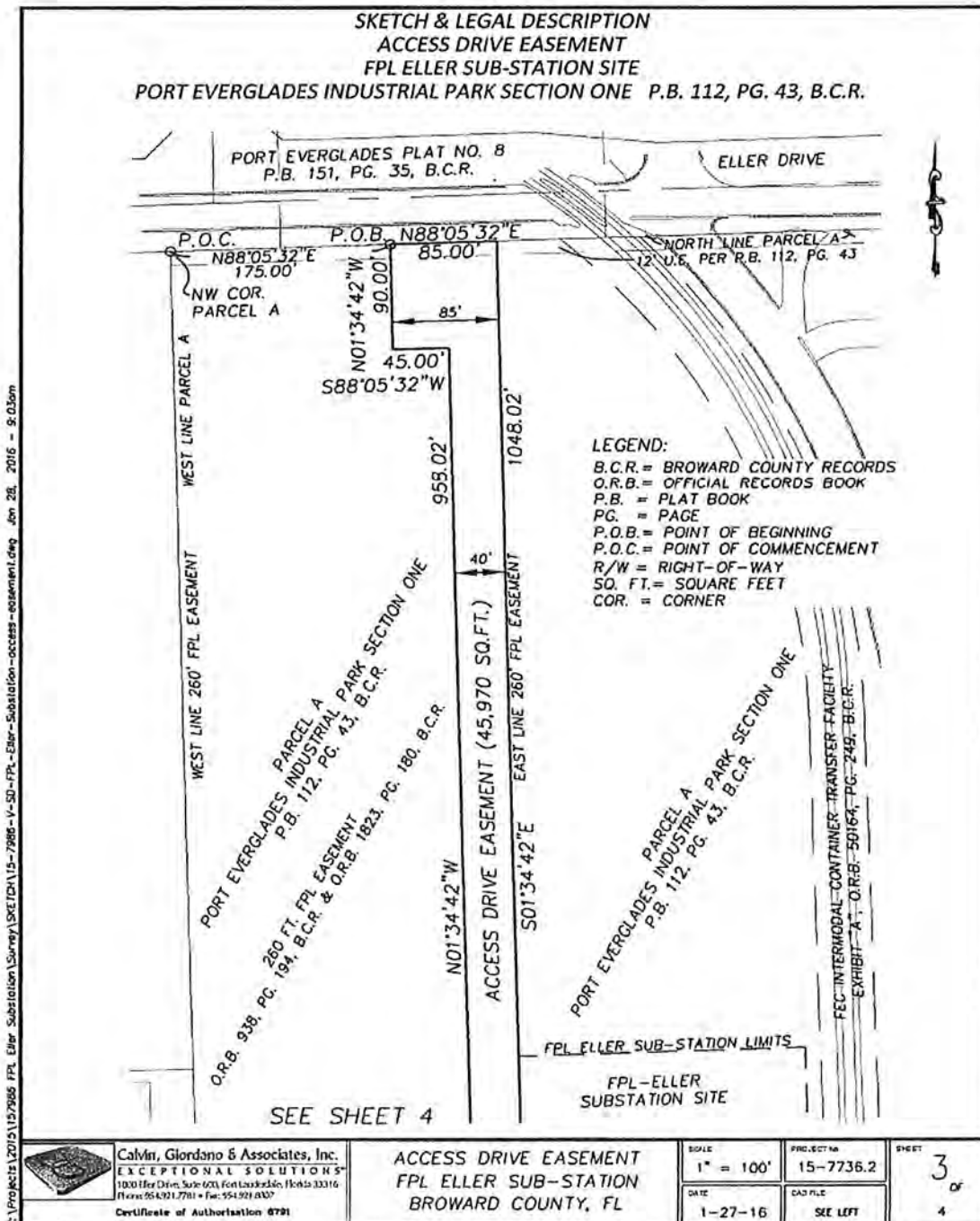


Exhibit B To Easement (Continued)

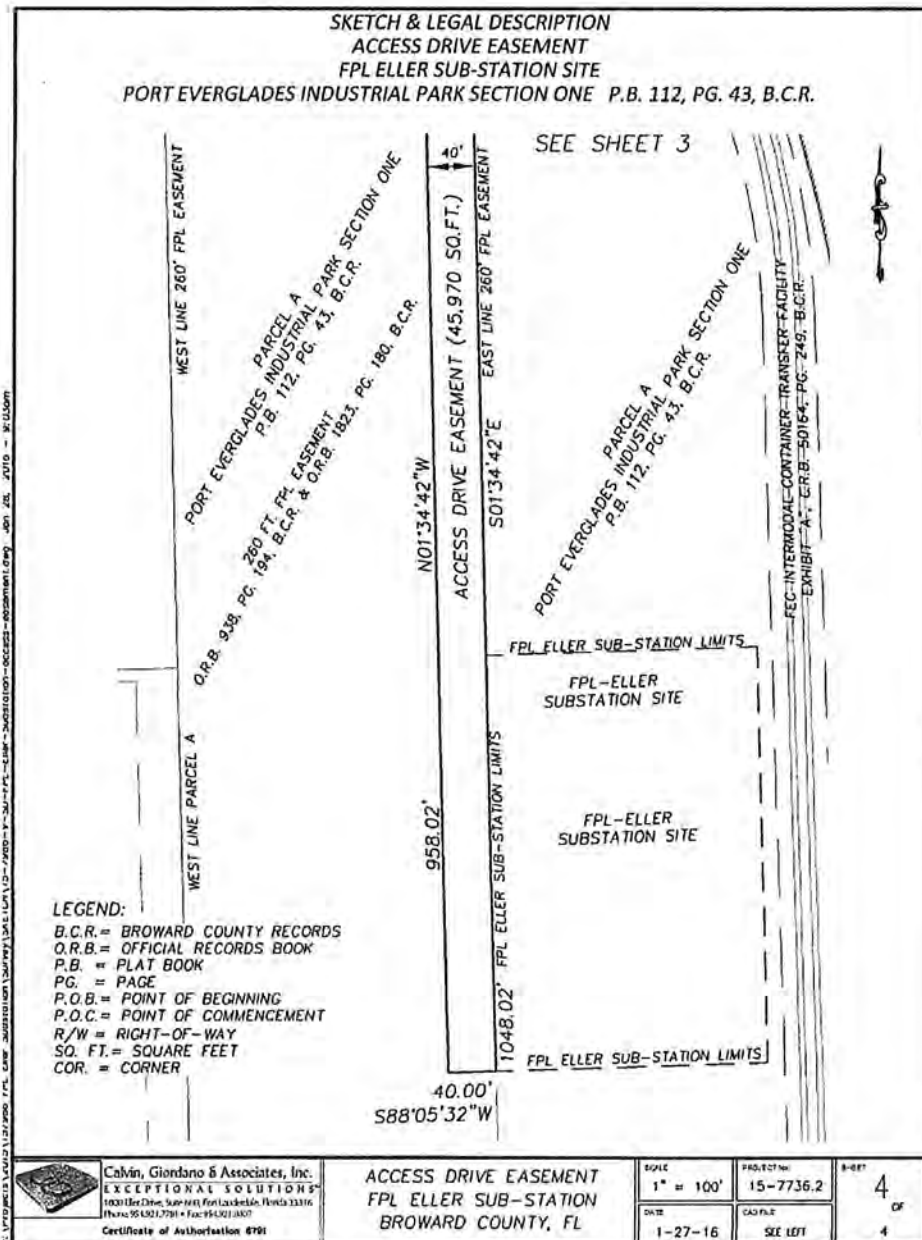


Exhibit 3
To Memorandum of Understanding

Form of Facilities and Access Drive Construction Agreement

FACILITIES AND ACCESS DRIVE CONSTRUCTION AGREEMENT

THIS FACILITIES AND ACCESS DRIVE CONSTRUCTION AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 20____, by and between Broward County, a political subdivision of the State of Florida ("**Applicant**"), with an address of 1850 Eller Drive, Fort Lauderdale, Florida 33316-4201, and Florida Power & Light Company, a Florida corporation ("**FPL**"), with an address of 700 Universe Boulevard, Juno Beach, Florida 33408 (individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

RECITALS:

- A. Applicant requests FPL to construct certain Facilities (as defined below in Article II), which includes an electrical utility substation, and an access road ("**Access Drive**") to access the Facilities.
- B. FPL will incur costs in the construction of the Facilities and Access Drive, which costs would not have occurred but for Applicant's request for the construction of the Facilities and Access Drive.
- C. FPL will also benefit from the use of the electrical utility substation to meet its power generating needs outside of Port Everglades.

NOW THEREFORE, in consideration of the mutual promises of Applicant and FPL and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that FPL shall construct the Facilities and Access Drive and Applicant shall reimburse FPL for its share of the actual cost of such construction as follows:

ARTICLE I – DEFINITIONS

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with initial capitalization:

- 1.1 Facilities shall mean, an electrical utility substation facility and appurtenant equipment and electric transmission and distribution lines and appurtenant equipment, including, but not limited to, breakers, bus, above ground and underground wires, relay vault, poles, "H" frame structures, towers, cables, conduits, anchors, guys, transformers, buildings, fences, roads and trails, one or more pipelines and pipeline equipment for potable and sewer water and drainage purposes, one or more conduits with fiber optic cable and appurtenant equipment for communication purposes, equipment for the transmission and distribution of electricity and for communication purposes, and other uses consistent with the operation of an electrical utility substation.
- 1.2 Construction or Construct shall mean the work performed by FPL under this Agreement. Construction shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment, or reconstruction of the Facilities and Access Drive and all other work required to provide continuity of service to Applicant and FPL's customers.
- 1.3 Project: The Construction of the Facilities and Access Drive located on the Property.

- 1.4 Property: The location of the Facilities and Access Drive, as more particularly described in Exhibit A, attached hereto and incorporated herein.

ARTICLE II – DESIGN AND CONSTRUCTION OF THE FACILITIES AND ACCESS DRIVE

FPL agrees to design and construct the Facilities and Access Drive to consist of two (2) transformers and its supporting transmission and distribution network as outlined in the approved preliminary construction plan attached hereto as Exhibit B. One transformer will be dedicated to serve Applicant's area loads and crane loads (high impedance grounding with two feeders), and the other transformer will be shared (with an impedance switching option available to back-stand loss of the first transformer, and the high impedance grounding can be manually switched in or out). Initially, two feeders will serve Applicant's area load and will be integrated into the FPL distribution system. Future feeders and a third transformer may be installed by FPL, as needed and at its own cost. Applicant agrees to pay FPL, as set out in Article IV, for its portion of the shared cost of the Project.

- 2.1 Design Standards. Engineering design standards and material specified shall meet FPL's current design standards, and shall be in conformity with all applicable federal, state, and local laws, codes, and regulations.
- 2.2 Construction Standards. Materials and construction procedures shall meet FPL's current construction standards, and shall be in conformity with all applicable federal, state, and local laws, codes, and regulations.
- 2.3 Applicant Permits. Applicant will support and facilitate permit review and issuance for permits provided by Applicant's locality (i.e. Right-of-Way use permits, Broward County environmental permits, etc.). Delay of issuance of Applicant permits that affect FPL's ability to commence and complete the Project will be subject to the provisions for Re-estimates as provided in Section 4.4.1 herein, provided such delay was not caused in whole or in part by FPL or any of its subcontractors.

ARTICLE III – EASEMENT

- 3.1 Easement. Applicant has granted, in conjunction with this Agreement, an easement to FPL to permit FPL to accomplish Construction of the Facilities and Access Drive, and to access, operate, and maintain the Facilities and Access Drive in accordance with FPL's customary practices. Such grant of easement shall be accomplished at no cost to FPL.
- 3.2 Location of Easement. The location of the aforesaid easement is set forth in Exhibit A attached hereto.

ARTICLE IV – COST ESTIMATES, CREDITS, AND BILLING

- 4.1 Cost. Applicant shall pay FPL for its portion of the shared cost of the Project, consistent with the estimate in Section 4.2, below. The work to be performed by FPL will be in accordance with the approved preliminary construction plan attached hereto as Exhibit B.
- 4.2 Cost Estimate. Applicant shall be responsible for Applicant's portion of the shared cost of the Project. Applicant's estimated portion of the shared cost to Construct the Facilities and Access Drive is set forth below:

- a. Construction: \$7,800,000. This cost estimate is set out in detail in Exhibit C attached hereto.
- b. Engineering deposit received: \$500,000.
- c. Balance due: \$7,300,000. Applicant to send check for this amount to FPL along with two (2) original signed copies of this Agreement.

Applicant understands and agrees that the amount set forth in Exhibit C is a cost estimate only. Applicant's portion of the shared cost shall not exceed one hundred twenty percent (120%) of the cost estimate based upon an actual labor bid, except as provided herein.

4.3 Duration of Cost Estimate. The cost estimate in Section 4.2 above is valid only for the time period which is ninety (90) calendar days from the date set forth on the estimate attached as Exhibit C, subject to the terms and conditions set forth below in Section 4.4.

4.4 Re-estimates, Scope of Work Changes.

4.4.1 Pre-Construction. If the Construction of the Facilities and Access Drive have not commenced within one hundred eighty (180) calendar days of the date that the latest cost estimate is received by Applicant as a result of causes beyond the reasonable control of and without the fault or negligence of FPL, including, but not limited to, acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts, or strikes), flood, hurricane, storm, earthquake, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires or cables, epidemic, war, revolution, riot, civil disturbance, acts of terror, or sabotage, lack of materials or raw materials, delayed manufacture or shortage of cable, parts or equipment, or unknown or unforeseen physical conditions at the site, which differ materially from those originally encountered, or if Applicant requests a change in the Construction scope of work on any individual work order prior to any Construction, the estimate is invalid and a re-estimate is required. FPL shall provide a re-estimate of the work prior to commencement of the Construction by FPL. Applicant shall agree in writing to pay for its portion of the shared cost of Construction based on the re-estimated cost, not to exceed one hundred twenty percent (120%) of the previous estimate.

4.4.2 After start of Construction. If after the start of Construction any of the following occurs: (a) Applicant requests a change in the Construction scope of work of the Facilities and Access Drive; (b) FPL determines that there is a need for a change in the Construction scope of work and such change causes the reimbursable cost of the Project to change by more than twenty percent (20%); or (c) there is an increase in costs due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered; FPL shall provide Applicant with a new cost estimate as soon as practicable and Applicant shall pay the increased costs, not to exceed twenty percent (20%), in the revised cost estimate to FPL within ninety (90) calendar days after receipt of the revised cost estimate. Any increase in the cost estimate above twenty (20%) from the original cost estimate set forth in Section 4.2 requires prior review and acceptance by Applicant.

4.5 Credits.

4.5.1 Applicant shall receive a credit for the payment of any nonrefundable deposit required for the design, engineering, and estimating of the Construction of the Facilities and Access Drive (as shown in Section 4.2).

4.5.2 Applicant shall receive a credit for payment made to FPL for a detailed cost estimate, if payment is received by FPL prior to issuing such estimate and if the Agreement has been entered into

within one hundred twenty (120) calendar days of the date that estimate was received by Applicant and the Construction performed.

- 4.5.3 Applicant shall receive no credit for payment for a detailed cost estimate, and such payment shall not be refunded: (a) if Applicant has not executed this Agreement within one hundred twenty (120) calendar days of the date that the estimate was received by Applicant; (b) if a subsequent estimate is required and the cost for the estimate is not paid within ninety (90) calendar days of the date Applicant receives the estimate; or (c) if Applicant terminates this Agreement.
- 4.5.4 Any re-estimate provided to Applicant under Section 4.4 shall be done at additional cost and expense to Applicant. Applicant's payment for estimates shall be credited or retained by FPL as provided above.
- 4.6 Advance Payment. Prior to the commencement of any Construction of the Facilities and Access Drive under this Agreement, Applicant shall pay in advance its estimated portion of the shared cost to Construct the Facilities and Access Drive per Sections 4.2 and 4.4.1 above.
- 4.7 Final Bill. Upon completion of the Construction, FPL shall at the earliest date practicable furnish to Applicant a final billing of all outstanding costs, including any overhead costs, incurred in connection with performance of Construction of the Facilities and Access Drive less any prepaid credits for additional cost estimates. Applicant shall have ninety (90) calendar days from the date of an invoice to approve and pay the invoice.
- 4.8 Refund and Effect of Termination.
- 4.8.1 Consistent with the terms of this Agreement, FPL shall refund to Applicant any amounts that Applicant has paid to FPL that exceeds the final billing under Section 4.7. FPL shall have ninety (90) calendar days from the date of final billing to refund to Applicant the amount due.
- 4.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work at the direction of Applicant, Applicant shall be responsible for its portion of the shared costs of Construction already incurred, including, but not limited to, engineering, design, equipment, and materials cost, labor costs, overhead costs, removal costs, restocking fees, and depreciation of assets. FPL shall remove all related Construction improvements and Facilities, and leave the affected areas in a safe condition. Nothing in this section shall be construed to modify or abrogate FPL's legal duty to mitigate damages.
- 4.8.3 Notwithstanding 4.8.2 above, provided Applicant is not in default of this Agreement, FPL may not, by or at its own direction, cancel or indefinitely suspend the Project.

ARTICLE V – AUDIT RIGHT AND RETENTION OF RECORDS

Applicant shall have the right to audit the books, records, and accounts of FPL that are directly related to the work performed under this Agreement. FPL shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance hereunder for a period of one (1) year from the completion date of all work performed under this Agreement. All books, records, and accounts of FPL shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, FPL shall make same available to Applicant in written form. Applicant shall bear any costs associated with any audit inspections, including FPL costs, if any.

FPL shall preserve and make available, at reasonable times during normal business hours, Monday through Friday, within Broward County for examination and audit by Applicant, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of one (1) year after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Applicant may request only information reasonably required by it concerning Construction and such request for information shall be in writing and shall include the purpose of the inspection. Applicant audits and inspections pursuant to this article may be performed by any Applicant representative (including any outside representative engaged by Applicant). Applicant reserves the right to conduct such audit or review at FPL's place of business, if deemed appropriate by Applicant, with fifteen (15) business days' advance written notice to FPL. Information available under this Agreement shall not be used in violation of any law or regulation.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Applicant's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this article discloses overpricing or overcharges to Applicant of any nature by FPL in excess of five percent (5%) of the total contract billings reviewed by Applicant, the reasonable actual cost of Applicant's audit shall be reimbursed to Applicant by FPL in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from FPL's approval of the presentation of Applicant's findings to FPL.

FPL shall cause the requirements of this article to be included in all agreements with its subcontractor(s).

ARTICLE VI – MISCELLANEOUS

- 6.1 Third Party Beneficiaries. Neither FPL nor Applicant intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 6.2 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by FPL without the prior written consent of Applicant. If FPL violates this provision, Applicant shall have the right to terminate this Agreement. FPL represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. FPL agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
- 6.3 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 6.4 Limitations of Liability. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use or underutilization of

the Party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either Party's performance, nonperformance, or delay in performance of its obligations under this Agreement.

- 6.5 Indemnification of Applicant by FPL. FPL shall indemnify and hold harmless Applicant, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of FPL and persons employed or utilized by FPL in the performance of this Agreement. These indemnifications shall survive the term of this Agreement.

In the event that FPL contracts with a third party to perform any of FPL's obligations under this Agreement, any contract with such third party shall include the following provisions:

- (a) Indemnification: FPL's contractor shall indemnify and hold harmless Applicant, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of FPL's contractor, and other persons employed or utilized by FPL's contractor in the performance of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against Applicant by reason of any such claim or demand, FPL's contractor shall, upon written notice from Applicant, resist and defend such action or proceeding by counsel satisfactory to Applicant. These indemnifications shall survive the term of this Agreement.
 - (b) To the extent permitted by law, the indemnification provided above shall obligate FPL's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at Applicant's option, any and all claims of liability and all suits and actions of every name and description covered by subsection (a) above which may be brought against Applicant, whether services were performed by FPL's contractor or persons employed or utilized by FPL's contractor.
- 6.6 Governmental Immunity. To the extent permitted by Florida law, Applicant shall indemnify and hold harmless FPL, its parent, officers, and employees, from liabilities, damages, losses, and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Applicant and persons employed or utilized by Applicant in the performance of this Agreement, in accordance with Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Applicant nor shall anything included herein be construed as consent by Applicant to be sued by third parties in any matter arising out of this Agreement.

6.7 Insurance.

6.7.1. FPL shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverage set forth in this section, in accordance with the terms and conditions required by this article.

6.7.2. Such policy shall be issued by companies authorized to do business in the state of Florida, with an A.M. Best financial rating of A- or better. FPL shall specifically protect Applicant and the Broward County Board of County Commissioners (the "**Board**") by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy described below.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate with a combined single limit for bodily injury and property damage. Coverage must be afforded on

a form no more restrictive than the latest edition of the Commercial General Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- (a) Premises and/or Operations.
- (b) Contractual Liability
- (c) Broad Form Property Damage
- (d) Independent Contractors
- (e) Personal Injury
- (f) Explosion/Collapse/Underground Hazard

6.7.3. FPL shall provide to Applicant proof of insurance in the form of certificates of insurance and endorsements, declarations pages or policies as required by this article upon execution of this Agreement. Broward County shall be named certificate holder. Proof of coverage renewal shall be provided upon expiration of any insurance policy/ies evidencing coverage in continuous force throughout the term of this Agreement.

6.7.4. In the event that FPL contracts with a third party to perform any of FPL's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

- (a) Commercial General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and per aggregate with a combined single limit for bodily injury and property damage.
- (b) Business Automobile Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of Five Hundred Thousand Dollars (\$500,000).
- (d) Employer's Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident.
- (e) Contractors Pollution Legal Liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence; and Two Million Dollars (\$2,000,000) per aggregate.
- (f) FPL's contractor shall list "Broward County" and FPL as additional insureds on the Commercial General Liability policy and, upon request, shall furnish to Applicant, certificates of insurance and endorsements evidencing the insurance coverage specified above.
- (g) Coverage is not to cease and is to remain in full force and effect until all performance required of FPL's contractor is completed.

- 6.8 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the Parties authorized and executed with the same formality as this Agreement.
- 6.9 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 6.10 Notices. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following as the respective places for giving of notice:
- To Applicant: Broward County Port Everglades Department
 1850 Eller Drive, Suite 602
 Fort Lauderdale, FL 33316
 Attention: Steve Cernak, Port Director
- With a copy to: Broward County Administrator
 115 S. Andrews Avenue, Suite 409
 Fort Lauderdale, FL 33301
- To FPL: Florida Power & Light Company
 700 Universe Boulevard
 Juno Beach, Florida 33408
 Attention: Neelesh Shah
- With a copy to: Florida Power & Light Company
 700 Universe Boulevard (LAW/JB)
 Juno Beach, Florida 33408
 Attention: Seth Sheitelman
- 6.11 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
- 6.12 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such

cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) calendar days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This article shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

- 6.13 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement shall remain in full force and effect.
- 6.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, FPL AND APPLICANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 6.15 Effective Date. This Agreement shall become effective upon execution by the Parties and shall continue in effect until completion of all Construction work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.
- 6.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 6.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 6.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

[Signatures Appear on Following Pages.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first shown above: BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and FLORIDA POWER & LIGHT COMPANY, signing by and through its _____, duly authorized to execute same.

Applicant

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

BROWARD COUNTY, by and through its Board
of County Commissioners

By: _____
_____, Mayor

_____ day of _____, 20____.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

FACILITIES AND ACCESS DRIVE CONSTRUCTION AGREEMENT BETWEEN BROWARD
COUNTY AND FLORIDA POWER & LIGHT COMPANY

FPL

Witnesses

Florida Power & Light Company,
a Florida corporation

Signature: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Signature: _____

Print Name: _____

Exhibit A
To Facilities and Access Drive Construction Agreement

The Property

CONSISTING OF THE FOLLOWING FACILITIES AREA:

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel A, said point also being the Northwest corner of Lot 2, Block 1, SOUTH FLORIDA MACK TRUCK, according to the plat thereof, as recorded in Plat Book 112, Page 26, of the Public Records of Broward County, Florida; THENCE S 02°03'40" E along the East line of said Parcel A and the Southerly extension thereof, a distance of 1045.99 feet; THENCE S 88°05'32" W a distance of 128.98 feet to a line being 230.00 feet East of and parallel with the East line of the 260 foot FPL Easement as recorded in Official Records Book 938, Page 194 and Official Records Book 1823, Page 180, all of the Public Records of Broward County, Florida, said point being the POINT OF BEGINNING; THENCE continue S 88°05'32" W a distance of 230.00 feet to the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said East line of the 260 foot FPL Easement a distance of 350.01 feet; THENCE N 88°05'32" E a distance of 230.00 feet to a line being 230.00 feet East of and parallel with the said East line of the 260 foot FPL Easement; THENCE S 01°34'42" E along the said parallel line a distance of 350.01 feet to the POINT OF BEGINNING.

Said land situated within the City of Hollywood, Florida, containing 1.85 acres, more or less.

TOGETHER WITH THE FOLLOWING ACCESS DRIVE AREA:

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof, as recorded in Plat Book 112, Page 43, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel A; THENCE on an assumed bearing of N 88°05'32" E along the North line of said Parcel A, a distance of 175.00 feet to the POINT OF BEGINNING; THENCE continue N 88°05'32" E continuing along the North line of said Parcel A, a distance of 85.00 feet to the East line of the 260 foot FPL Easement as described in Official Records Book 938, Page 194, Public Records of Broward County, Florida; THENCE S 01°34'42" E along the said East line of the 260 foot FPL Easement a distance of 1048.02 feet; THENCE S 88°05'32" W a distance of 40.00 feet to a line being 40.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along said parallel line a distance of 958.02 feet to a line being 90.00 feet South of and parallel with the said North line of Parcel A; THENCE S 88°05'32" W along the said parallel line a distance of 45.00 feet to a line being 85.00 feet West of and parallel with the said East line of the 260 foot FPL Easement; THENCE N 01°34'42" W along the said parallel line a distance of 90.00 feet to the POINT OF BEGINNING;

Said land situated within Broward County, Florida, containing 45,970 square feet, more or less.

Exhibit B

Facilities



Exhibit C To Facilities and Access Drive Construction Agreement

Cost Estimate

Estimate Valid Through: Sep 21, 2018

Florida Power & Light Company

Estimate Printed On: Mar 21, 2018 12:19:57

Project Description

RBL Eler Sub Port Everglades Add 16 MVar Cap
Bank Pulloffs

Summary Estimate of Cost

Project Level
Work Order T00000014678
List (max 6)

Project Name: Port of Ft Lauderdale
New Eler Substation

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$843,159.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$843,159.00	\$843,159.00
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$148,980.72	
26			* Additives of Labor		
27			Transportation Expenses	\$73,890.84	
28			Material	\$3,410,187.71	
29			* Stores Loading	\$341,806.69	
30			Contractor & Misc. Expenses	\$2,005,844.04	
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$5,980,710.00	\$5,980,710.00
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs	\$976,143.51	
46			Sub-total	\$976,143.51	\$976,143.51
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$7,800,012.51	\$7,800,012.51
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$7,800,012.51
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE (I) LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$7,800,012.51
53	CREDIT ###% (FROM AGREEMENT)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$7,800,012.51

* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: _____

Submitted By: _____

George J. Beck

Exhibit 4
To Memorandum of Understanding

Underground Duct Bank & Manhole Installation Agreement



FPL Work Request No.

6330165/7410518/7212912

Project Name: Port Everglades GantryCranes

UNDERGROUND DUCT BANK & MANHOLE INSTALLATION AGREEMENT

This Agreement, made this _____ day of _____ 2018 by and between Broward County, a political subdivision of the State of Florida (hereinafter called "Customer") and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called "FPL") (collectively referred as the "Parties").

WHEREAS; Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located in a described FPL easement provided by Customer.

WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Customer shall:

- a) furnish all necessary labor, equipment, material including concrete (except materials listed herein) and AS-BUILT Survey, to install approx. 8.2K feet of 6" concrete encased duct bank with a minimum of 36" cover, 15 MH to be installed - MH type (13-4 way and 2-2 way), Panel size (6'10" and 8'2" respectively) panel concrete manhole(s) with grounding, conduit spacers, electronic markers and associated materials provided by FPL in accordance with the instructions and specifications shown on FPL drawing, UN-2.0.0 fig. 1, 2 & 3, G-4.0.1, G-6.0.0, UV- 12.0.0, UN-15.0.0, Z-17.0.0, UX-222, UX-227, and UX-520 attached hereto as Exhibit B;
- b) be solely responsible for the installation of concrete encased conduit and manhole at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;
- c) provide concrete for encasement of PVC conduits; hauling & setting of manhole with crane (approx. weight of manhole is 4-way 6'10" weight 48,500 lbs and 2 way 8'2" weight is 35,000 lbs.);
- d) choose an installer not on the approved list but mutually agreeable to FPL and:
 - 1) pay \$2,905,706.98 CIAC including labor credit up front,
 - 2) correct any discrepancies found in the installation that are inconsistent with the instructions and specifications on FPL Drawing UN-2.0.0 attached to this agreement within seven (7) business days, **or** FPL will retain portions of the labor credit as reimbursement for repairing said discrepancies;
- e) provide survey points for FPL to stake the duct bank route;

- f) notify FPL when the conduit is placed prior to pouring concrete for inspection;
 - g) provide for pick-up of materials (FPL to deliver PVC & PVC materials to the job site);
 - h) assume liability for materials lost, stolen, or damaged once Customer receives and accepts material;
 - i) assume liability for delays and/or additional costs to FPL caused by a conduit installation that is not consistent with the instructions and specifications attached to this agreement; and
 - j) Customer is responsible for and shall perform any/all demolition/restoration work that is required on Customer's job site.
2. FPL shall:
- a) provide written instructions and specifications for the installation of FPL provided manhole and PVC conduit;
 - b) provide 13-4 way 6'10" and 2-2 way 8'2" Manholes Panel size (6'10" and 8'2" respectively) panel manhole, manhole cover & frame, 6" PVC conduit & PVC cement, conduit spacers, electronic markers, material for manhole grounding, to Customer for the installation of underground facilities within the specified duct bank route;
 - c) provide staking for Customer along the specified duct bank route;
 - d) apply a labor credit in the amount of \$1,409,676.07, in the event that Customer has made or has agreed to make a Contribution in Aid of Construction for the underground distribution facilities associated with this Agreement on section 1.d)1);
 - e) assume no liability for materials lost, stolen, or damaged once received and accepted by Customer;
 - f) furnish any additional material at the actual cost plus applicable loading and delivery charges;
 - g) assume no liability for delays caused by material delivery deficiency, including insufficient, lost, stolen or damaged material;
 - h) assume no liability for delays because of misunderstanding of installation drawings or specifications;
 - i) assume no liability for delays or additional cost caused by an inadequacy of the conduit system installation; and
 - j) assume no liability for special incidental or consequential damages of any nature.
3. This agreement is subject to FPL's General Rules and Tariff and the Rules of the Florida Public Service Commission.
4. To the extent permitted by Florida law, Customer shall indemnify and hold harmless FPL, its officers, directors, and employees, from liabilities, damages, losses, and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Customer and persons employed or utilized by Customer in the performance of this Agreement, and in accordance with Section 768.28, Florida Statutes. FPL shall indemnify and hold harmless Customer, from liabilities, damages, losses, and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FPL and persons employed or utilized by FPL in the performance of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by Customer nor shall anything included herein be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement.
5. Customer shall grant to FPL, an easement satisfactory to FPL, on FPL's standard Tariff form of easement

attached hereto as Exhibit A.

Addendum:

1. Materials for Jack and Bore installation including 36" Stainless Steel Casing and Spacers to be furnished by the installing contractor.
2. Areas where an exfiltration trench needs to be impacted as part of the duct route shall be approved and permitted by the local jurisdictional agency. The installing contractor shall adhere to any permitting and restoration requirements.
3. Customer is responsible for applying and obtaining required permits.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first shown above: BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and FLORIDA POWER & LIGHT COMPANY, signing by and through its engineering leader, duly authorized to execute same.

Accepted by FPL:

(date)
Melanie Syed
Engineering Leader
FPL Central Broward Service Center

Customer

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

BROWARD COUNTY, by and through its Board of
County Commissioners

By: _____
_____, Mayor
____ day of _____, 20____.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

Exhibit A To Underground Duct Bank & Manhole Installation Agreement

Work Request No. 6330165/7410518

**UNDERGROUND EASEMENT
(BUSINESS)**

Sec. __, Twp __ S, Rge __ E

Parcel I.D. ____
(Maintained by County Appraiser)

This Instrument Prepared By
Name: Melanie Syed
Co. Name: Florida Power & Light
Address: 3020 NW 19th St
Ft Lauderdale, 33111

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See legal description, attached hereto and incorporated herein as Attachment "A" ("Easement Area")

Together with the right to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth, and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

ATTEST:

BROWARD COUNTY, by and through its Board of
County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

By: _____
_____, Mayor
____ day of _____, 20__.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, Mayor, who is personally known to me or who has produced _____
as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

**LEGAL DESCRIPTION
FPL EASEMENT - FPL DUCT BANK
FPL ELLER SUB-STATION SITE \ PORT EVERGLADES
BROWARD COUNTY, FLORIDA**

A parcel of land being a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, according to the plat thereof, as recorded in Plat Book 112, Page 43, a portion of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION THREE, according to the plat thereof, as recorded in Plat Book 148, Page 2, a portion of Parcel A, PORT EVERGLADES PLAT NO 11, according to the plat thereof, as recorded in Plat Book 144, Page 4, of the Public Records of Broward County, Florida, and a portion of the right-of-way for Mc Intosh Road, said parcel of land being more particularly describes as follows:

COMMENCE at the Southwest of said Parcel A of PORT EVERGLADES INDUSTRIAL PARK SECTION ONE;

THENCE on an assumed bearing of N 88°07'55" E along the South line of said Parcel A, a distance of 607.28 feet;

THENCE N 01°53'54" W a distance of 186.19 feet to the POINT OF BEGINNING;

THENCE continue N 01°53'54" W a distance of 131.20 feet;

THENCE S 88°06'06" W a distance of 115.51 feet to the East line of the FPL-Eller Substation Site;

THENCE N 01°34'42" W along the said East line a distance of 25.00 feet;

THENCE N 88°06'06" E a distance of 125.15 feet;

THENCE N 01°53'54" W a distance of 14.45 feet;

THENCE N 88°06'06" E a distance of 15.99 feet;

THENCE S 01°53'54" E a distance of 160.98 feet;

THENCE S 46°37'31" E a distance of 18.40 feet;

THENCE N 87°56'22" E a distance of 499.31 feet to a point of curvature of a tangent curve concave to the North;

THENCE Easterly along the arc of said curve to the left, having a central angle of 22°30'00" and a radius of 7.50 feet for an arc distance of 2.95 feet to a point of tangency;

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CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
February 3, 2017
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Sheet 1 of 14

THENCE N 65°26'22" E a distance of 53.22 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve to the right, having a central angle of 22°30'00" and a radius of 12.50 feet for an arc distance of 4.91 feet to a point of tangency;

THENCE N 87°56'22" E a distance of 59.93 feet to a point to be referred to later in this description as Point "A";

THENCE N 01°53'40" W a distance of 14.33 feet;

THENCE N 88°06'20" E a distance of 15.00 feet;

THENCE S 01°53'40" E a distance of 207.60 feet;

THENCE S 88°06'06" W a distance of 64.28 feet;

THENCE S 02°40'31" E a distance of 13.48 feet to the South line of said Parcel A;

THENCE S 88°07'55" W along the said South line of Parcel A, a distance of 15.00 feet;

THENCE N 02°40'31" W a distance of 146.61 feet;

THENCE N 25°10'31" W a distance of 13.07 feet;

THENCE N 02°40'31" W a distance of 16.04 feet;

THENCE S 88°06'06" W a distance of 12.96 feet;

THENCE S 65°36'06" W a distance of 26.40 feet;

THENCE S 87°56'22" W a distance of 522.44 feet;

THENCE N 46°53'54" W a distance of 33.16 feet to the POINT OF BEGINNING.

LESS the following described parcel:

COMMENCE at previously described Point "A"

THENCE S 01°53'40" E a distance of 15.00 feet to the POINT OF BEGINNING;

THENCE continue S 01°53'40" E a distance of 163.26 feet;

THENCE S 88°06'06" W a distance of 49.49 feet;

THENCE N 02°40'31" W a distance of 121.33 feet;

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THENCE N 25°10'31" W a distance of 13.07 feet;

THENCE N 02°40'31" W a distance of 29.79 feet;

THENCE N 87°56'22" E a distance of 56.71 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

COMMENCE at previously described Point "B"

THENCE S 87°56'22" W a distance of 7.50 feet to the POINT OF BEGINNING;

THENCE continue S 87°56'22" W a distance of 25.00 feet;

THENCE S 02°23'04" E a distance of 40.00 feet;

THENCE N 87°56'22" E a distance of 25.00 feet to a point to be referred to later in this description as Point "C";

THENCE N 02°23'04" W a distance of 40.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

COMMENCE at previously described Point "C";

THENCE S 86°18'16" E a distance of 15.08 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of S 55°53'26" W, said point being the POINT OF BEGINNING;

THENCE Southeasterly and Easterly along the arc of said curve to the left, having a central angle of 57°47'20" and a radius of 20.00 feet for an arc distance of 20.17 feet to a point of tangency;

THENCE N 88°06'06" E a distance of 26.55 feet;

THENCE N 01°53'54" W a distance of 15.00 feet;

THENCE S 88°06'06" W a distance of 20.90 feet;

THENCE N 02°10'37" W a distance of 9.10 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Northerly, Northwesterly and Westerly along the arc of said curve to the right, having a central angle of 97°44'36" and a radius of 20.00 feet for an arc distance of 34.12 feet to a point on a non-tangent line;

THENCE S 02°23'04" E a distance of 34.47 feet to the POINT OF BEGINNING.

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TOGETHER WITH a 15-foot strip of land, the centerline of said 15-foot strip being more particularly described as follows:

COMMENCE at the Southwest of said Parcel A of PORT EVERGLADES INDUSTRIAL PARK SECTION ONE;

THENCE on an assumed bearing of N 88°07'55" E along the South line of said Parcel A, a distance of 1205.39 feet to the POINT OF BEGINNING;

THENCE S 02°40'31" E a distance of 143.83 feet;

THENCE S 02°33'48" W a distance of 142.75 feet;

THENCE S 02°23'04" E a distance of 70.16 feet to a point to be referred to later in this description as Point "B";

THENCE continue S 02°23'04" E a distance of 523.87 feet;

THENCE S 02°33'10" W a distance of 51.07 feet;

THENCE S 02°31'00" E a distance of 250.73 feet;

THENCE S 20°04'42" W a distance of 14.68 feet;

THENCE S 02°25'18" E a distance of 59.34 feet;

THENCE S 24°55'18" E a distance of 39.09 feet;

THENCE S 02°25'18" E a distance of 542.08 feet;

THENCE S 20°04'42" W a distance of 16.85 feet;

THENCE S 02°25'18" E a distance of 62.52 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southerly and Southeasterly along the arc of said curve to the left, having a central angle of 45°00'00" and a radius of 12.50 feet for an arc distance of 9.82 feet to a point of tangency;

THENCE S 47°25'18" E a distance of 49.97 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly and Southerly along the arc of said curve to the right, having a central angle of 44°59'15" and a radius of 14.00 feet for an arc distance of 10.99 feet to a point of tangency;

THENCE S 02°26'03" E a distance of 198.00 feet to a point of curvature of a tangent curve concave to the Northeast;

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THENCE Southerly, Southeasterly and Easterly along the arc of said curve to the left, having a central of $87^{\circ}36'20''$ and a radius of 12.50 feet for an arc distance of 19.11 feet to a point of tangency;

THENCE N $89^{\circ}57'37''$ E a distance of 8.85 feet to a point to be referred to later in this description as Point "D";

THENCE continue N $89^{\circ}57'37''$ E a distance of 289.39 feet;

THENCE N $89^{\circ}17'45''$ E a distance of 212.13 feet;

THENCE N $89^{\circ}57'37''$ E a distance of 321.78 feet;

THENCE S $89^{\circ}44'55''$ E a distance of 178.12 feet;

THENCE N $86^{\circ}34'37''$ E a distance of 149.43 feet;

THENCE N $88^{\circ}43'52''$ E a distance of 633.18 feet;

THENCE N $66^{\circ}29'06''$ E a distance of 51.88 feet;

THENCE N $89^{\circ}04'32''$ E a distance of 657.50 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Easterly and Southeasterly along the arc of said curve to the right, having a central angle of $45^{\circ}32'08''$ and a radius of 12.50 feet for an arc distance of 9.93 feet to a point of tangency;

THENCE S $45^{\circ}23'20''$ E a distance of 208.90 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly and Southerly along the arc of said curve to the right, having a central angle of $45^{\circ}25'31''$ and a radius of 12.50 feet for an arc distance of 9.91 feet to a point of tangency;

THENCE S $02^{\circ}23'20''$ W a distance of 358.99 feet;

THENCE S $23^{\circ}14'50''$ W a distance of 10.68 feet;

THENCE S $00^{\circ}45'20''$ W a distance of 111.83 feet;

THENCE S $03^{\circ}38'30''$ W a distance of 93.22 feet;

THENCE S $00^{\circ}14'35''$ W a distance of 152.98 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southerly, Southwesterly and Westerly along the arc of said curve to the right, having a central angle of $90^{\circ}21'58''$ and a radius of 12.50 feet for an arc distance of 19.72 feet to a point of tangency;

THENCE N $89^{\circ}23'27''$ W a distance of 161.29 feet to the POINT OF TERMINATION.

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February 3, 2017
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TOGETHER WITH:

BEGIN at previously described Point "D";

THENCE S 00°02'23" E a distance of 14.55 feet to a point of curvature of a tangent curve concave to the East;

THENCE Southerly and Southeasterly along the arc of said curve to the left, having a central angle of 22°30'00" and a radius of 12.50 feet for an arc distance of 4.91 feet to a point of tangency;

THENCE S 22°32'23" E a distance of 6.82 feet to a point of curvature of a tangent curve concave to the West;

THENCE Southeasterly and Southerly along the arc of said curve to the left, having a central angle of 20°08'45" and a radius of 12.50 feet for an arc distance of 4.40 feet to a point of tangency;

THENCE S 02°23'38" E a distance of 24.89 feet;

THENCE S 89°23'05" W a distance of 36.89 feet; to the POINT OF TERMINATION.

Said lands situate in Broward County, Florida, containing 2.83 acres, more or less.

NOTES

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are assumed and referenced to the South line of Parcel A, PORT EVERGLADES INDUSTRIAL PARK SECTION ONE, as recorded in Plat Book 112, Page 43, B.C.R., having a referenced bearing of N88°07'55"E.
4. The description contained herein and the attached sketch, do not represent a Boundary Survey.

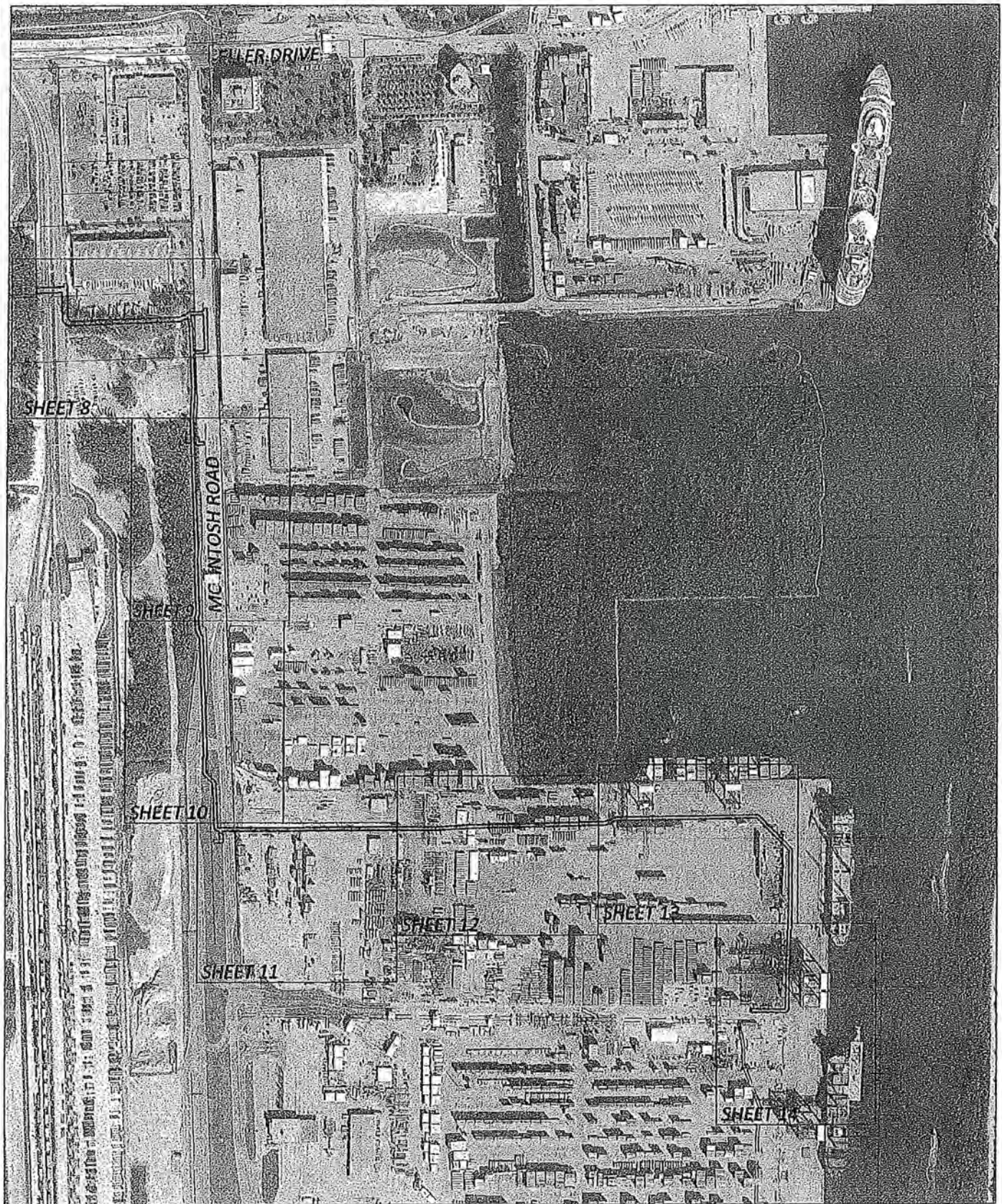
CALVIN, GIORDANO AND ASSOCIATES, INC.



Date: 3/9/2017

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
February 3, 2017
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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONSSM
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7701 • Fax: 954.921.0807
Certificate of Authorization 0701

**FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES**

SCALE	PROJECT No.	SHEET 7 14
N.T.S.	15-7986.1	
DATE	CAD FILE	
3/08/2017		

LINE & CURVE TABLE

1	N01°53'54"W	131.20'
2	S88°06'06"W	115.51'
3	N01°34'42"W	25.00'
4	N88°06'06"E	125.15'
5	N01°53'54"W	14.45'
6	N88°06'06"E	15.99'
7	S01°53'54"E	160.98'
8	S46°37'31"E	18.40'
9	N87°56'22"E	499.31'
10	R=7.50' Δ=22°30'00"	L=2.95'
11	N65°26'22"E	53.22'
12	R=12.50' Δ=22°30'00"	L=4.91'
13	N87°56'22"E	59.93'
14	N01°53'40"W	14.33'
15	N88°06'20"E	15.00'
16	S01°53'40"E	207.60'
17	S88°06'06"W	64.28'
18	S02°40'31"E	13.48'
19	S88°07'55"W	15.00'
20	N02°40'31"W	146.61'
21	N25°10'31"W	13.07'
22	N02°40'31"W	16.04'
23	S88°06'06"W	12.96'
24	S65°36'06"W	26.40'
25	S87°56'22"W	522.44'
26	N46°53'54"W	33.16'
27	S01°53'40"E	163.26'
28	S88°06'06"W	49.49'
29	N02°40'31"W	121.33'
30	N25°10'31"W	13.07'
31	N02°40'31"W	29.79'
32	N87°56'22"E	56.71'

PARCEL ID#: 5042-25-05-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
O.R.B. 27190, PG. 642, B.C.R.

PARCEL ID#: 5042-26-00-0150
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
O.R.B. 3365, PG. 609, B.C.R.

PARCEL ID#: 5042-23-00-0730
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
O.R.B. 3365, PG. 609, B.C.R.

P.O.C.
SW CORNER PARCEL A
P.B. 112, PG. 43, B.C.R.

FEC INTERMODAL CONTAINER TRANSFER FACILITY
EXHIBIT "A", O.R.B. 50164, PG. 249, B.C.R.

SCALE 1"=100'

FPL-ELLER SUBSTATION
SITE (PARCEL 1)

EAST LINE
FPL SUBSTATION

PARCEL ID#: 5042-23-16-0010
OWNER: BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS

P.B. 112, PG. 43, B.C.R.

PORT EVERGLADES INDUSTRIAL PARK SECTION ONE

PARCEL A

LEASE PARCEL - O.R.B. 36166, PG. 484, B.C.R.

12' FPL EASEMENT OR 32230-1981, B.C.R.

EAST LINE PARCEL A

12' UTILITY EASEMENT
PER P.B. 112, PG. 43, B.C.R.

FPL EASEMENT

PARCEL A
PORT EVERGLADES INDUSTRIAL PARK SECTION ONE
P.B. 112, PG. 43, B.C.R.

PARCEL ID#: 5042-23-16-0010
OWNER: BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS

PARCEL A
PORT EVERGLADES INDUSTRIAL PARK SECTION THREE
P.B. 148, PG. 2, B.C.R.

P.O.B.

15' STRIP

15'

15'

15'

15'

15'

15'

15'

MATCH LINE - SEE SHEET 6

WEST LINE, NE 1/4, NE 1/4, SEC. 26-50-42

EAST LINE, SW 1/4, SE 1/4, SECTION 23-50-42



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EXCEPTIONAL SOLUTIONS
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Phone: 954.921.7781 • Fax: 954.921.8007

Certificate of Authorization 0791

FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES

SCALE

1"=100'

DATE

3/08/2017

PROJECT No.

15-7986.1

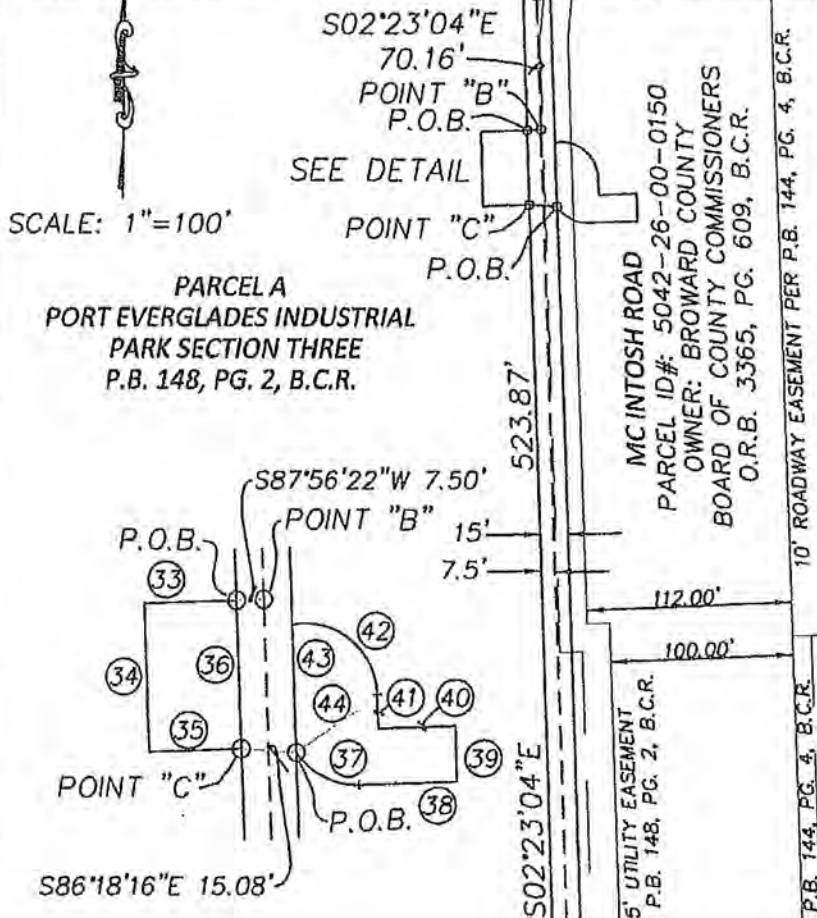
CAD FILE

SHEET

8

14

MATCH LINE - SEE SHEET 8



MATCH LINE - SEE SHEET 9

LEGEND:

FP&L	FLORIDA POWER & LIGHT
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
B.C.R.	BROWARD COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION



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**FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES**

SCALE	PROJECT No.	SHEET
1"=100'	15-7986.1	9
DATE	CAD FILE	14
3/08/2017		

MATCH LINE - SEE SHEET 9

LEGEND:

FP&L FLORIDA POWER & LIGHT
LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

PARCEL A
PORT EVERGLADES INDUSTRIAL
PARK SECTION THREE
P.B. 148, PG. 2, B.C.R.

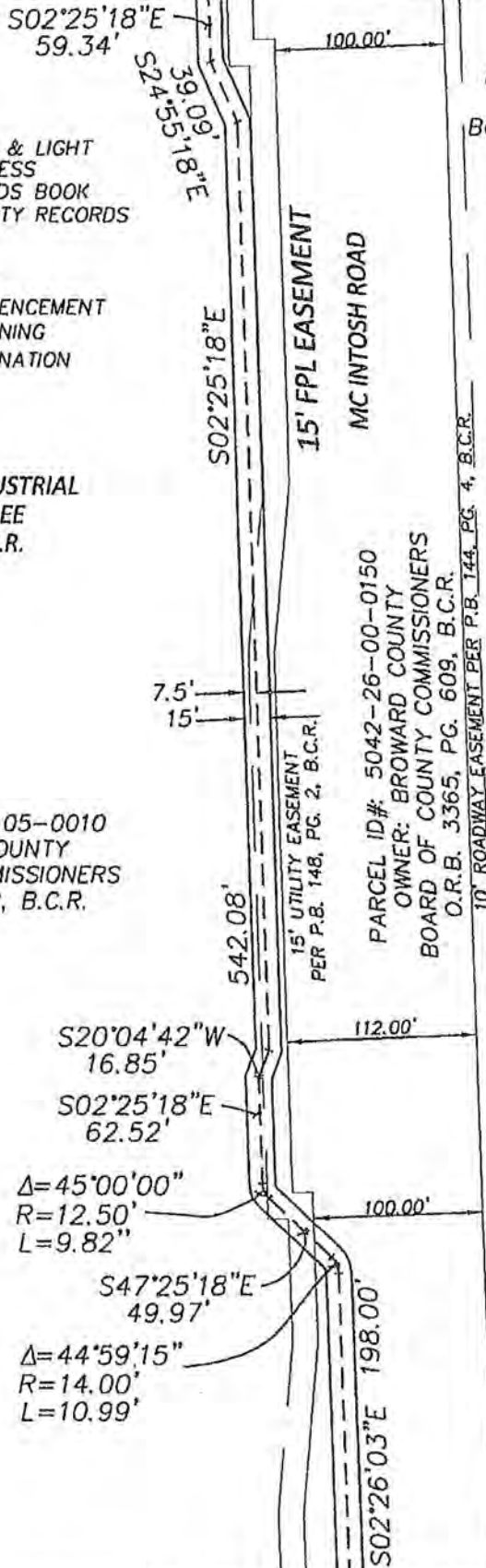
PARCEL ID#: 5042-25-05-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
O.R.B. 27190, PG. 642, B.C.R.

PARCEL ID#: 5042-26-08-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS

PARCEL "A"
PORT EVERGLADES PLAT NO 11
P.B. 144, PG. 4, B.C.R.



SCALE: 1"=100'



MATCH LINE - SEE SHEET 11



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FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES

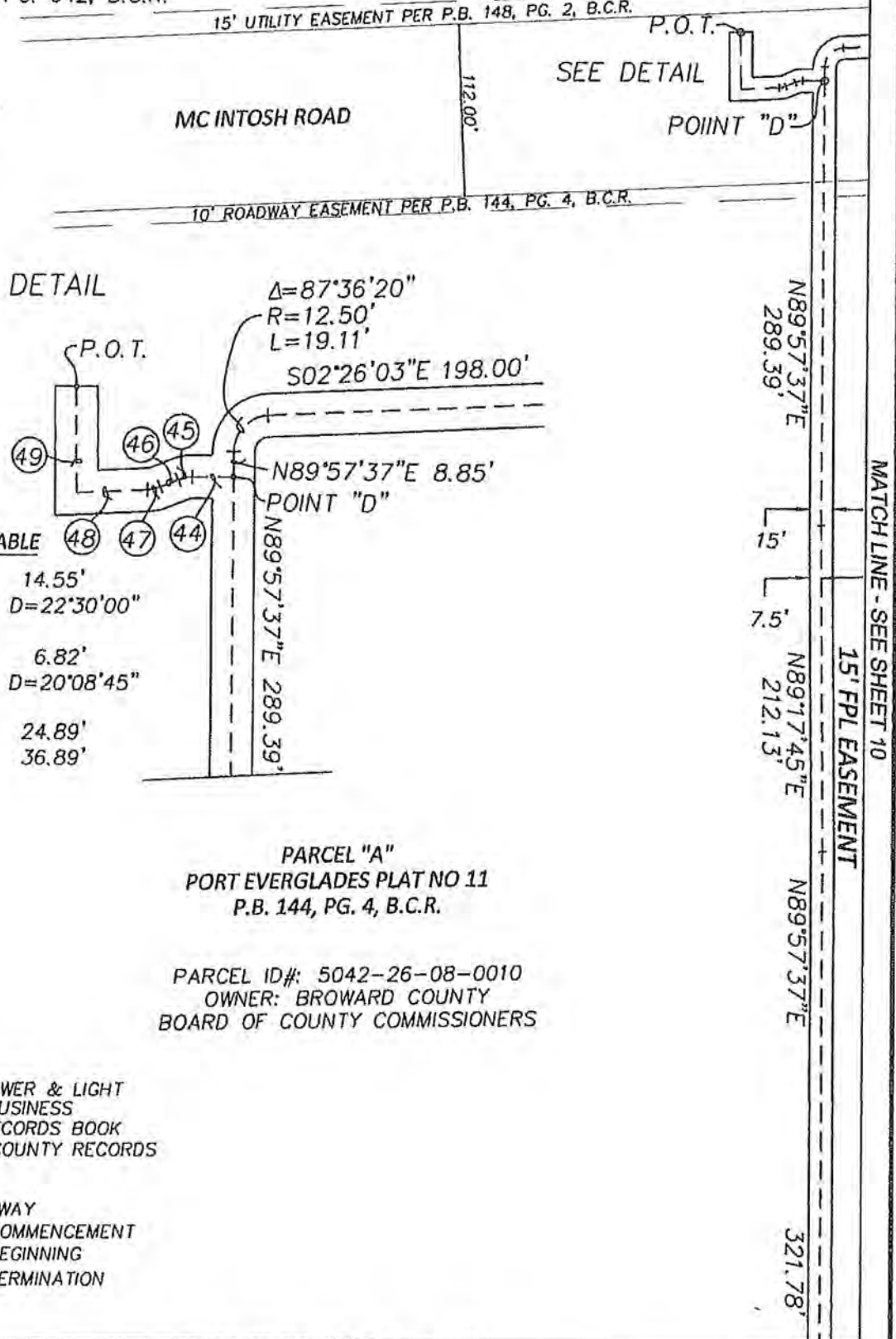
SCALE 1"=100'	PROJECT No. 15-7986.1
DATE 3/08/2017	CAD FILE

SHEET 10
14

PARCEL ID#: 5042-25-05-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
O.R.B. 27190, PG. 642, B.C.R.

PARCEL A
PORT EVERGLADES INDUSTRIAL PARK SECTION THREE
P.B. 148, PG. 2, B.C.R.

SCALE: 1"=100'



LEGEND:

FP&L FLORIDA POWER & LIGHT
LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

MATCH LINE - SEE SHEET 12



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**FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES**

SCALE 1"=100'	PROJECT No. 15-7986.1
DATE 3/08/2017	CAD FILE

SHEET
11
14

MATCH LINE - SEE SHEET 11

SCALE: 1"=100'

LEGEND:

FP&L FLORIDA POWER & LIGHT
LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

PARCEL "A"
PORT EVERGLADES PLAT NO 11
P.B. 144, PG. 4, B.C.R.

PARCEL ID#: 5042-26-08-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS

S89°44'55"E 178.12'
N86°34'37"E 149.43'
15'
7.5'
N88°43'52"E
15' FPL EASEMENT
633.18'

THE LAKE MABEL SECTION OF HOLLYWOOD
P.B. 9, PG. 39, B.C.R.
NORTH LINE PARCEL "A", P.B. 144, PG. 4, B.C.R.

MATCH LINE - SEE SHEET 13



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**FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES**

SCALE
1"=100'
DATE
3/08/2017

PROJECT No.
15-7986.1
CAD FILE

SHEET
12
14

MATCH LINE - SEE SHEET 12

SCALE: 1"=100'

LEGEND:

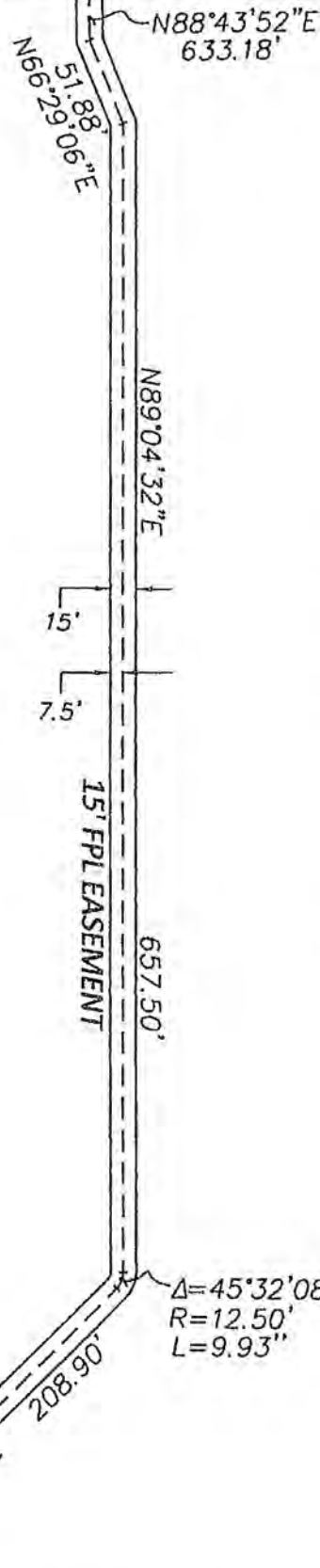
FP&L FLORIDA POWER & LIGHT
LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

PARCEL "A"
PORT EVERGLADES PLAT NO 11
P.B. 144, PG. 4, B.C.R.

PARCEL ID#: 5042-26-08-0010
OWNER: BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS

THE LAKE MABEL SECTION OF HOLLYWOOD
P.B. 9, PG. 39, B.C.R.

MATCH LINE - SEE SHEET 14



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Certificate of Authorization 0701

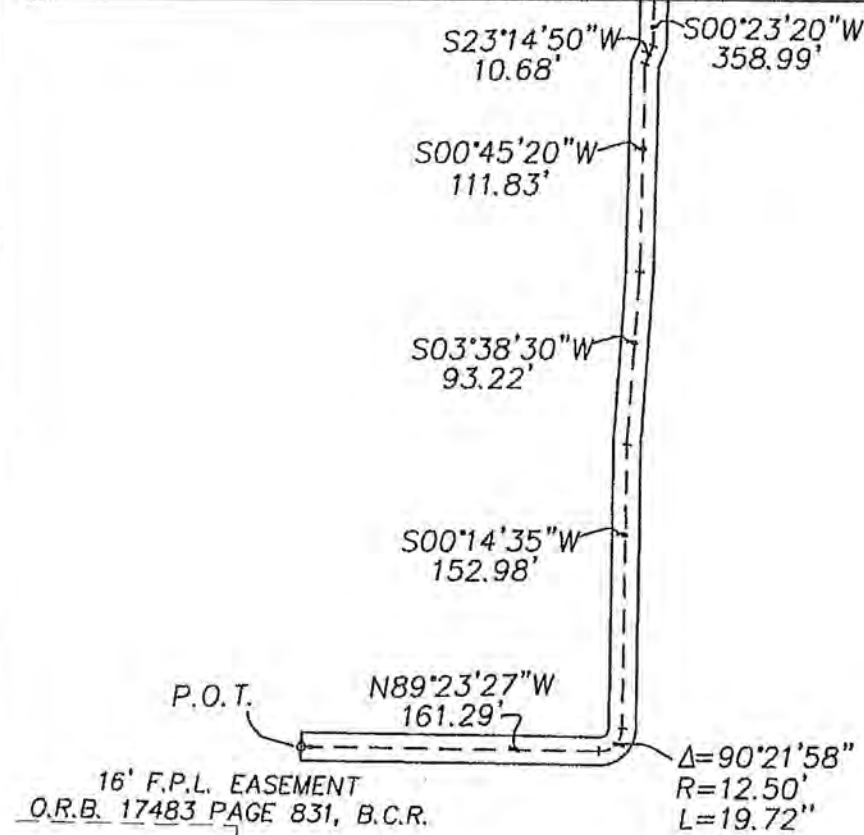
FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES

SCALE
1"=100'
DATE
3/08/2017

PROJECT NO.
15-7986.1
CAD FILE

SHEET
13
14

MATCH LINE - SEE SHEET 13



PARCEL "A"
PORT EVERGLADES PLAT NO 11
P.B. 144, PG. 4, B.C.R.

SCALE: 1"=100'

LEGEND:

FP&L FLORIDA POWER & LIGHT
LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
B.C.R. BROWARD COUNTY RECORDS
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

INTRACOASTAL WATERWAY



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**15' FPL EASEMENT
ELLER SUBSTATION
PORT EVERGLADES**

SCALE 1"=100'	PROJECT No. 15-7986.1
DATE 3/08/2017	CAD FILE

SHEET
14
14

Exhibit B
To Underground Duct Bank & Manhole Agreement

Consisting of FPL drawings UN-2.0.0, G-4.0.1, G-6.0.0, UV-12.0.0, UN 15.0.0, Z-17.0.0, UX-222, UX-227, and UX520 (9 pages total)

UN-2.0.0

DUCT BANK CONSTRUCTION

UN-2.0.0

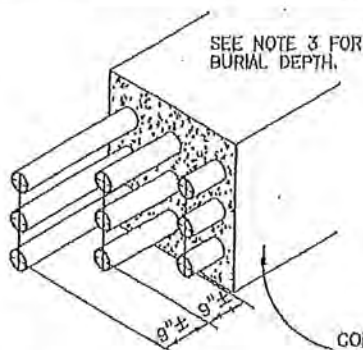


FIGURE 1
HORIZONTAL STAGGERING
OF ROWS

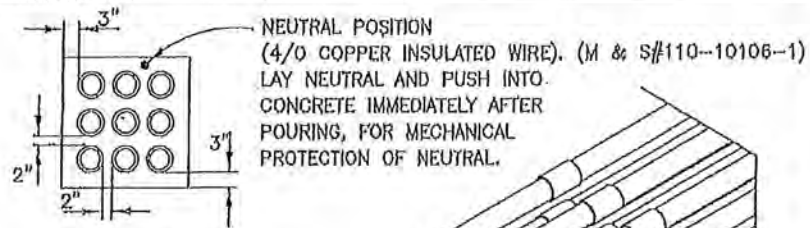


FIGURE 2
CONCRETE ENVELOPE
DETAILS

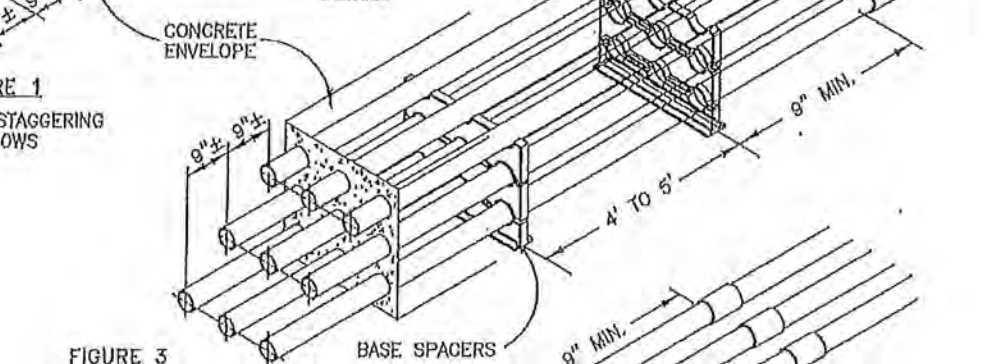


FIGURE 3
VERTICAL STAGGERING
OF TIERS

CONCRETE SPECIFICATIONS
AMOUNT OF CEMENT IN MIX SHALL NOT BE LESS THAN 6 BAGS PER CU. YD. AND SHALL DEVELOP 3000 LBS. PER SQ. IN. AFTER 28 DAYS. COARSE AGGREGATE SHALL HAVE A MAXIMUM SIZE OF 1/2".

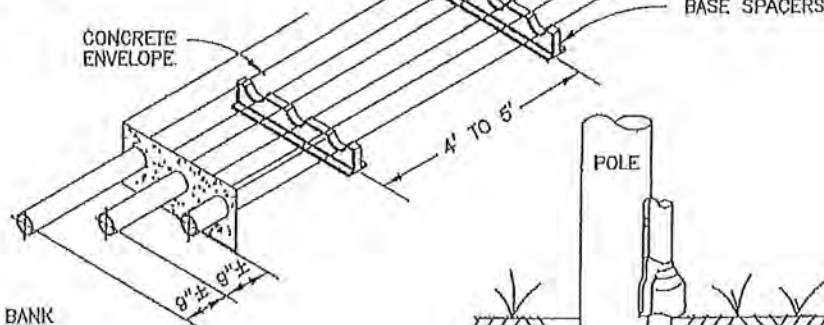


FIGURE 4
SINGLE TIER DUCT BANK

NOTES:

1. DUCTS MUST BE SECURELY BOUND IN POSITION BEFORE CONCRETE IS POURED.
2. THE JOINTS IN MULTIPLE TIER DUCT BANKS MUST BE STAGGERED EITHER HORIZONTALLY OR VERTICALLY AS SHOWN BUT NEED NOT BE STAGGERED IN BOTH PLACES.
3. A 36" DEPTH COVER TO TOP OF CONCRETE ENVELOPE IS REQUIRED ON DUCT BANKS. A LESSER DEPTH MAY BE ACCEPTABLE WITH THE PROPER APPROVAL FROM THE MANAGER OF DESIGN AND STANDARDS.
4. ON DUCT BANK INSTALLATIONS USE,
M&S #184-338-001 -- 6" PVC CONDUIT, 20 FT. LENGTHS
M&S #184-340-005 -- 6" PVC CONDUIT, 20 FT. LENGTHS
5. 4/0 CU GROUND IN THE DUCT BANKS AND MANHOLES WITH URD CABLES AND PILO CABLES, PROVIDES NOT ONLY A FAULT CURRENT RETURN FOR PILC CABLES, BUT ALSO A SAFE GROUNDING SYSTEM FOR THE PERSONNEL INSTALLING AND SPLICING CABLES INSIDE THE MANHOLES. THE USE OF 4/0 CU GROUND PROVIDES A MORE RELIABLE GROUNDING THAN THE CONCENTRIC NEUTRALS OF THE URD CABLES.

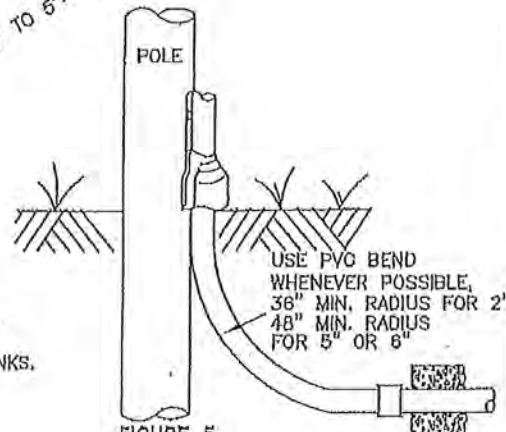


FIGURE 5
PVC U-GUARD ENTRANCE DETAIL

4	3/18/17	UPDATE NOTE 3	ARR	ELS	RDH
3	3/6/17	ADD NOTE 5	JGV	ELS	RDH
2	1/29/10	UPDATE DRAWING	ARR	ELS	RDH
1	7/13/01	UPDATE DRAWING (TEXT)	RAP	JES	JJM
0	8/09/98	REVISED CONCRETE SPECIFICATIONS & ADDED COVER REQUIREMENTS	BLM	RAS	JJM
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: BLM DRAWN BY: RAS

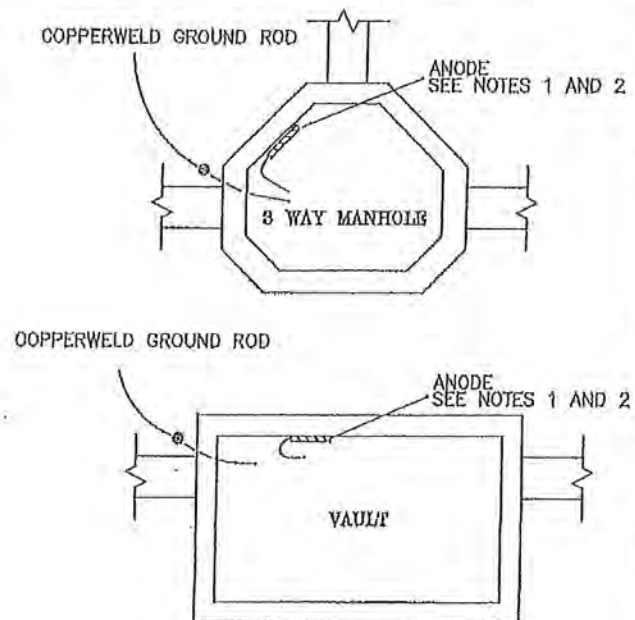
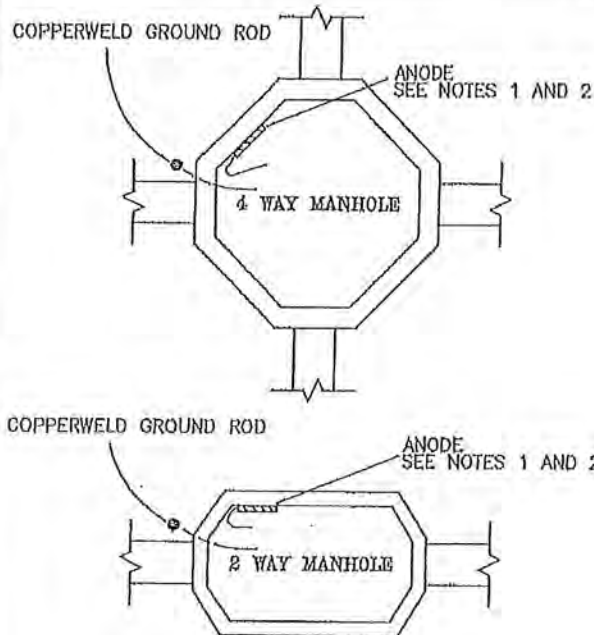
DATE: 8-8-96 APPROVED: J.J. McVOY No SCALE

SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES

G-4.0.1

MANHOLE & VAULT GROUNDING TYPE 1

G-4.0.1



PLAN VIEW OF TYPICAL GROUND ROD LOCATIONS

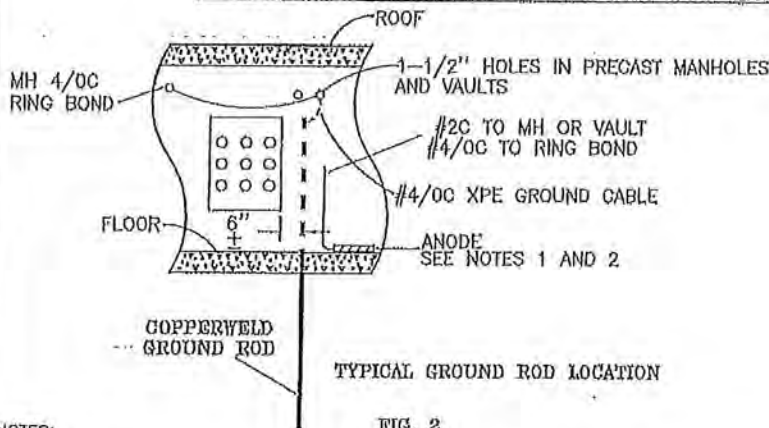


FIG. 2

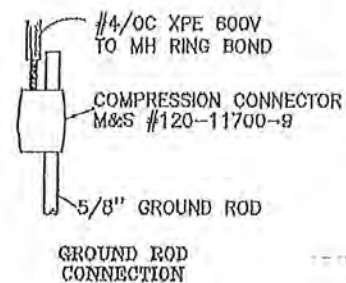


FIG. 1

NOTES:

1. INSTALL ANODE ONLY IN MANHOLES AND BELOW GRADE VAULTS WITH PILC CABLES.
2. SEE G-7.0.1 FOR TYPE OF ANODE.
3. 5/8" COPPERWELD GROUND ROD(S) ARE TO BE INSTALLED AS SHOWN ON FIG.1, WITH AN IMPEDANCE OF NOT MORE THAN 25 OHMS. (10 OHMS PREFERRED)
4. TOP OF GROUND ROD TO BE TERMINATED NO LESS THAN 6" BELOW TOP SURFACE OF GRADE.
5. 4/0C XPE 800V INSULATED CABLE IS TO BE INSTALLED FROM THE GROUND ROD INTO THE MANHOLE CHIMNEY AND CONNECTED TO THE MANHOLE 4/0C RING BOND.
6. #20 ANODE PIGTAIL IS TO BE EXTENDED AND CONNECTED TO THE 4/0C MANHOLE RING BOND.
7. ALL INCOMING AND OUTGOING "PILC" AND/OR "GC" CABLES IN THE MANHOLE ARE TO BE BONDED TO THE MANHOLE RING BOND. THE 4/0C DUCT BANK NEUTRAL ENTERING THE MANHOLE, WHERE IT EXISTS, NEEDS TO BE BONDED AS WELL.
8. 4/0 CU GROUND IN THE DUCT BANKS AND MANHOLES WITH URD CABLES AND PILC CABLES, PROVIDES NOT ONLY A FAULT CURRENT RETURN FOR PILC CABLES, BUT ALSO A SAFE GROUNDING SYSTEM FOR THE PERSONNEL INSTALLING AND SPLICING CABLES INSIDE THE MANHOLES. THE USE OF 4/0 CU GROUND PROVIDES A MORE RELIABLE GROUNDING THAN THE CONCENTRIC NEUTRALS OF THE URD CABLES.

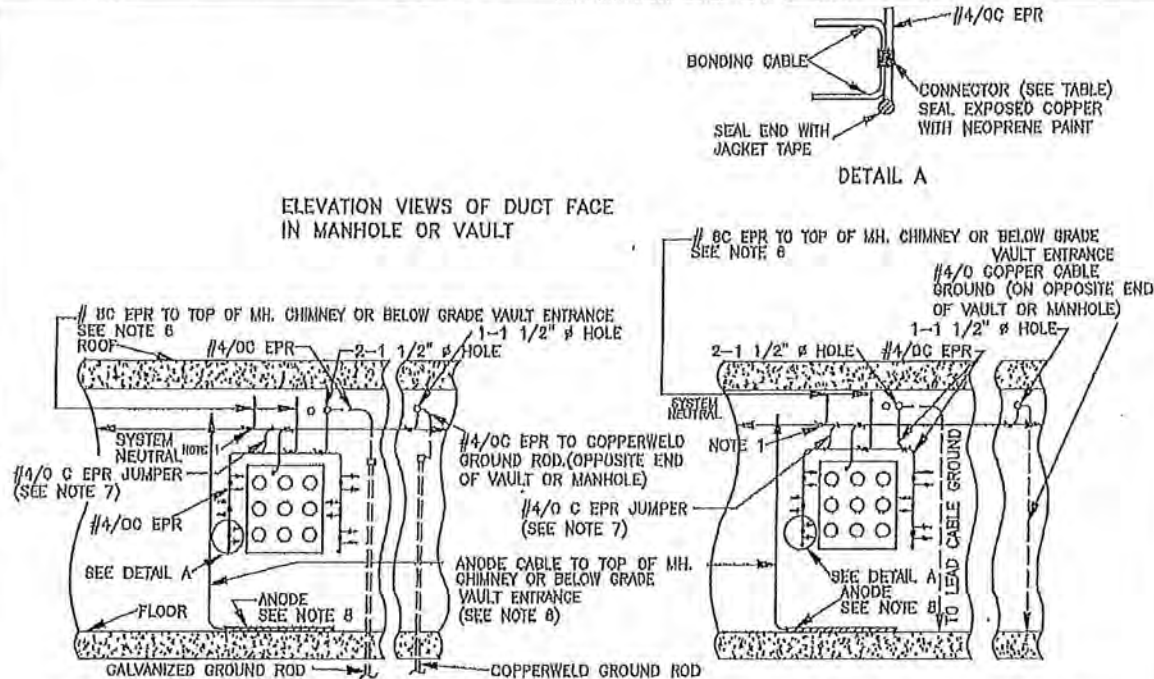
4	3/8/17	ADD NOTE B	JGV	ELS	RDH
3	4/1/10	ADD NOTES 3-7	ARR	ELS	JRD
2	11/17/08	TYPE OF ANODE	JGV	ELS	JRD
1	9/15/99	ADDED ZINC ANODE	LIV	JES	JJM
0	7/01/86	ORIGINAL DRAWING	RJO	F	RKC
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS
ORIGINATOR: RJO
DATE: 7/01/86
APPROVED: R.K. CIELO
DIRECTOR, DISTRIBUTION ENGINEERING
AND SERVICE PLANNING
DRAWN BY: FILARDO
NO SCALE

G-6.0.0

ISOLATED BONDING IN MANHOLES & VAULTS WITH GROUNDING TYPE II AND TYPE III (FOR MAINTENANCE ONLY)

G-6.0.0



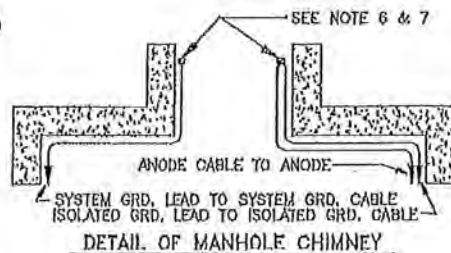
ISOLATED BONDING WITH TYPE II GROUNDING

ISOLATED BONDING WITH TYPE III GROUNDING

CABLE TO BE BONDED			BONDING CABLE SIZE M&S	CONNECTOR & M&S
PRIMARY	SECONDARY	STREET LIGHT		
3/C - #4/0 & LARGER			#3/0 110-170-004	KEARNEY 120-117-009 BURNDY 120-142-003
1/C - #3 & LARGER	250 MCM OR LARGER		#2 110-187-003	KEARNEY 120-118-006 BURNDY 120-140-001
1/C - SMALLER THAN #3	#4/0 OR SMALLER	ALL	#6 110-165-001	KEARNEY 120-119-001 BURNDY 120-140-001

NOTES:

1. INSTALL COMPRESSION CONNECTORS AND INSULATE WITH NEOPRENE PAINT.
2. SEE STDS. G-12.0.1 AND G-12.0.2 FOR CONNECTION OF BONDING CABLE TO LEAD SHEATH.
3. EQUIPMENT SUCH AS SWITCHES AND TRANSFORMERS SHALL BE EITHER BONDED TO SYSTEM NEUTRAL OR ISOLATED GROUND AS SPECIFIED BY JOB INSTRUCTIONS. STENCIL ON EQUIPMENT BONDED TO SYSTEM NEUTRAL AND IF BONDED TO ISOLATED GROUND, FOR INSTALLATION OF GROUND RODS AND ANODES, SEE GROUNDING INSTRUCTIONS, STDS. G-4.0.2 AND G-4.0.3.
4. DOTTED LINES INDICATE CABLE AND RODS OUTSIDE OF MANHOLE OR VAULT.
5. THE ANODE CBL. AND ISOLATED AND SYSTEM GRD. LEADS SHALL BE BROUGHT UP TO THE TOP OF THE M.H. CHIMNEY OR BELOW GRADE VAULT ENTRANCE SUPPORTED AND IDENTIFIED.
6. THE ANODE CBL. SHALL BE CONNECTED TO THE ISOLATED GRD. LEAD AND THE CONNECTION SEALED WITH NEOPRENE PAINT AT THE TOP OF THE M.H. CHIMNEY OR BELOW GRADE VAULT ENTRANCE.
7. INSTALL A BARRIER CONNECTOR AT THE END OF THE SYSTEM GRD. LEAD AND SEAL WITH JACKET TAPE AT THE TOP OF THE CHIMNEY, OR BELOW GRADE VAULT ENTRANCE.
8. CONNECT ISOLATED AND SYSTEM GRD. CABLES WITH #4/0 C EPR JUMPER, (EXCEPT WHEN AN ISOLATED GROUND IS REQUIRED, IN THIS CASE INSTALL ONE ADDITIONAL ISOLATED GRD LEAD TO THE TOP OF THE M.H. CHIMNEY OR BELOW GRADE VAULT ENTRANCE).
9. SEE G-7.0.1 FOR TYPE OF ANODE.



SUPERSEDES G-6.0.0 LAST REVISED ON 2-23-95

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
3	11/17/08	TYPE OF ANODE	JGV	ELS	JRD
2	0/14/09	CHANGED NOTES 8 AND 7 AND CONNECTED ISOLATED GRD. TO SYS. GRD.	LFV	JES	JJM
1	8/6/08	CHANGED PAGE FORMAT	JGV	RAS	JJM
0	2/23/05	ORIGINAL DRAWING	JGV	RAS	JRD

ORIGINATOR: JGV

DRAWN BY: RAS

DATE: 2/23/05

APPROVED: JOSE R. DIAZ

NO SCALE

RELIABILITY ENGINEERING MANAGER

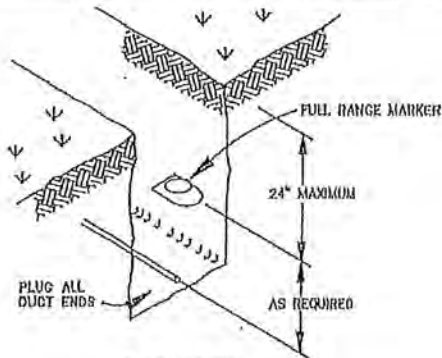
UV-12.0.0

55

UN-15.0.0

LOCATION OF DUCT OR CABLE ENDS USING ELECTRONIC MARKER SYSTEM TYPICAL INSTALLATION

UN-15.0.0



FPL EMS MARKERS	
M&S #	DESCRIPTION
590-01601-5	FULL RANGE, "TOILET SEAT"
590-01610-4	PEG MARKER, EXISTING HANDHOLES
590-01600-7	4" SPHERICAL MARKER



4" SPHERICAL MARKER

DUCT ENDS FOR CABLE IN CONDUIT

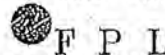
NOTES:

1. THE ELECTRONIC MARKER SYSTEM (EMS) IS AN ELECTRONIC ELEMENT TUNED TO A SPECIFIC FREQUENCY FOR FPL CO.
2. A TYPICAL INSTALLATION IS SHOWN ABOVE. OTHERS MAY BE:
 - A. ENDS OF CONDUIT PLACED ACROSS AREAS (PAVED, LANDSCAPED, ETC.) IN ADVANCE OF CABLE INSTALLATION. CABLE WILL BE INSTALLED IN THE CONDUIT ON SUBSEQUENT JOB.
 - B. TEMPORARY END OF UNDERGROUND CABLES OR CONDUITS.
 - C. TEMPORARY END OF CUSTOMER CONDUITS THAT FPL WILL EXPOSE AND CONNECT TO.
 - D. FEEDER CABLE OR DUCT BANK TURNING POINTS NOT EASILY LOCATED FROM ABOVE GROUND REFERENCES.
 - E. FUTURE HANDHOLE LOCATIONS.
 - F. AT BOTH ENDS OF A ROAD CROSSING NOT OTHERWISE INDICATED ABOVE.

THEY ARE NOT GENERALLY USED FOR:

- A. MARKING THE ROUTE OF DUCT OR CABLE.
 - B. MARKING THE ENDS OF SPARE CONDUITS PLACED ALONGSIDE OF EXISTING SECONDARY CABLE.
3. CARE SHOULD BE TAKEN IN REMOVAL, AS THE EMS IS A REUSABLE ITEM.
 4. FULL RANGE MARKERS SHOULD BE SET LEVELED HORIZONTALLY ABOVE CONDUIT OR CABLE TO BE MARKED. SPHERICAL MARKERS CAN BE INSTALLED IN ANY ORIENTATION. PEG MARKERS MUST BE INSTALLED VERTICALLY.
 5. MARKER SHOULD BE COVERED WITH 4" OF FIRM SOIL TO PREVENT MOVEMENT DURING BACKFILL.
 6. NOTE SHOULD BE MADE ON WORK SKETCH THAT CABLE OR CONDUIT ENDS ARE TO BE MARKED WITH EMS.

SUPERSEDES UN-15.0.0 LAST REVISED ON 1-29-92



OH & UG DISTRIBUTION SYSTEM STANDARDS

UN

4	8/16/05	UPDATE NOTES	RJO	ELS	JJM
3	11/10/03	UPDATE NOTES	RJO	ELS	JJM
2	7/18/01	UPDATE DRAWING (NOTES)	RAP	JES	JJM
1	8/28/99	UPDATE DRAWING (TEXT & CHART)	RAP	JES	JJM
0	8/08/95	ORIGINAL DRAWING	BLM	RAS	JJM
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR: BLM

DRAWN BY: RAS

DATE: 8/09/98

APPROVED: J.J. MCEVOY

SUPERVISOR, OH/UG PRODUCT
SUPPORT SERVICES

NO SCALE

Z-17.0.0

CONCRETE AND ASSOCIATED
COMMODITIES PHYSICAL DATA

Z-17.0.0

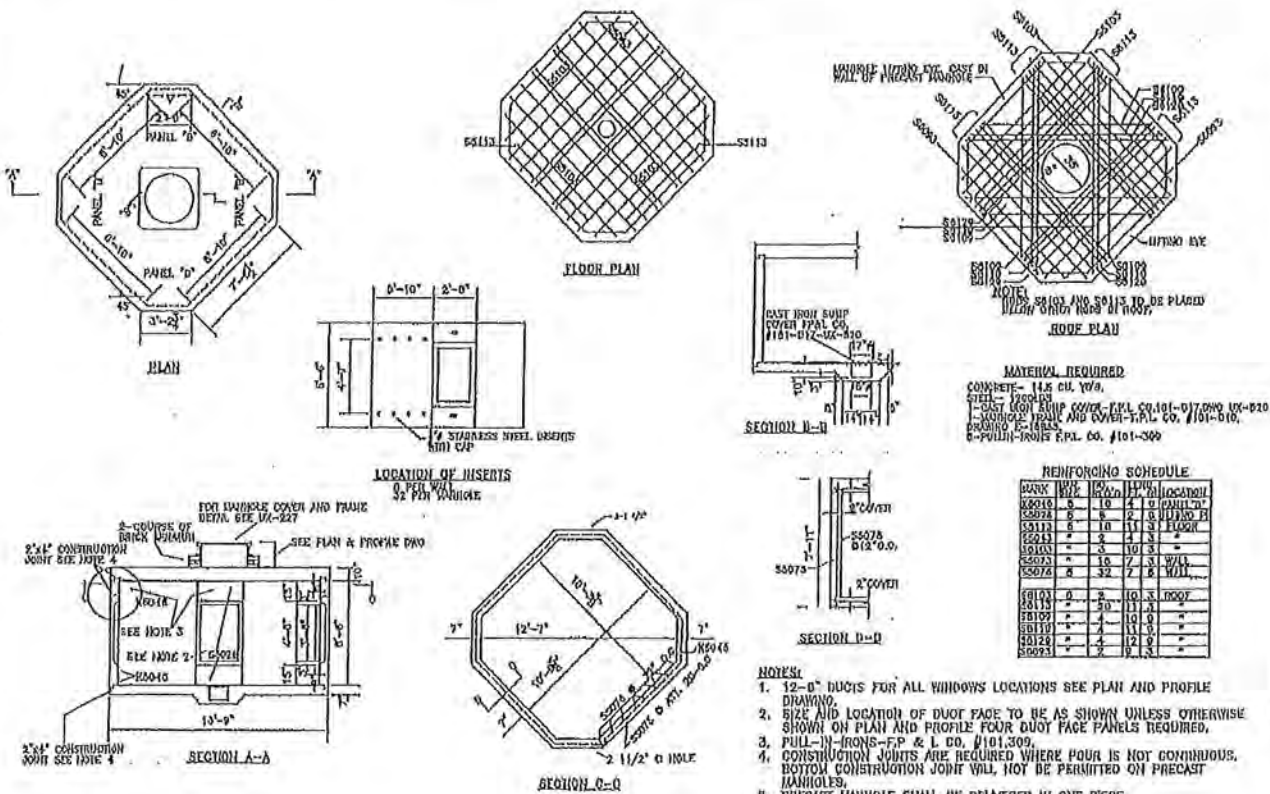
M & S NUMBER	MATERIAL DESCRIPTION	APPROXIMATE WEIGHT IN POUNDS	REFERENCE DRAWING
161-039-002	34-1/8" MANHOLE COVER, CAST IRON, 32-1/2" OPENING WITH 38" SQUARE FRAME	FRAME: 240 COVER: 280	UX-229
161-040-001	37" MANHOLE COVER, CAST IRON, 36" OPENING WITH 45" FRAME	FRAME: 425 COVER: 460	UX-227
162-140-009	COVER, PRECAST CONCRETE FOR 20" DIAMETER HANDHOLE, M&S #162-119-000, FOR (MAINTENANCE ONLY)	80	UX-201
162-122-892	PRECAST HANDHOLE, (32" X 50" X 36" DEEP) DRIVEWAY LOADING	2863	UX-202.0.0
162-120-008	POLYMER CONCRETE HANDHOLE, 13" X 24" X 18" DEEP	COVER: 19 BODY: 32	L-17.0.7
162-121-004	POLYMER CONCRETE HANDHOLE, 30" X 48" X 36" DEEP	COVER: 125 BODY: 175	UN-19.0.0
162-304-001	POLYMER CONCRETE STREET- LIGHT/SECONDARY HANDHOLE, 10-1/8" X 15-3/8" X 18" DEEP	COVER: 12 BODY: 28	L-17.0.7
162-100-007	POLYMER CONCRETE HANDHOLE, 17" X 30" X 18" DEEP	COVER: 47 BODY: 58	L-17.0.7
162-240-003	PRECAST CONCRETE FEEDER SPLICE BOX	2 COVERS: 1440 EACH BODY: 6700	UX-233.0.1, UX-233.0.2, UX-233.0.3
162-234-003	MANHOLE, PRECAST, 4 WAY 6'-10" PANELS	48,500	UX-222
162-236-006	MANHOLE, PRECAST, 2 WAY 8'-2" PANELS	35,000	UX-223
162-235-000	MANHOLE, PRECAST, 2 WAY 7'-8" PANELS	32,200	UX-219
162-231-004	MANHOLE, PRECAST, SQUARE 5' X 5' X 5'	15,200	UX-210
162-216-005	PRECAST PAD AND CHAMBER FOR S&C 15KV SWITCH	8670 (2 PIECES)	UX-121.0.1, UX-121.0.2
162-217-001	PRECAST PAD AND CHAMBER FOR S&C 25KV SWITCH	7940 (2 PIECES)	UX-121.0.1, UX-121.0.2
162-248-004	PRECAST CONCRETE PAD FOR 1Ø TRANSFORMER	1180	UX-117
162-247-008	PRECAST CONCRETE PAD FOR 3Ø TRANSFORMER (FOR RADIALS)	1930	UX-116.1.4
162-246-001	PRECAST CONCRETE PAD FOR OPEN WYE-OPEN DELTA, 1Ø PADMOUNTED TRANSFORMER	1950	UX-115.0.0
162-246-800	PRECAST CONCRETE PAD FOR 3Ø PADMOUNTED TRANSFORMER	2100	UX-114.0.0
162-249-001	PRECAST CONCRETE PAD FOR 3Ø AUTO TRANSFORMER	10,040	UX-110
162-250-025	PRECAST CONCRETE PAD FOR 3 PHASE 2500 KVA TRANSFORMER	5,500	UX-116.1.1
162-150-200	PRECAST CONCRETE PAD FOR 3 PHASE 1500-2000 KVA TRANSFORMER	4,400	UX-116.1.1
162-100-000	PRECAST CONCRETE PAD FOR 3 PHASE 1000KVA TRANSFORMER	3,700	UX-116.1.1
162-750-120	PRECAST CONCRETE PAD FOR 3 PHASE 750 KVA TRANSFORMER; 120/208V	3,000	UX-116.1.1
162-750-277	PRECAST CONCRETE PAD FOR 3 PHASE 750KVA TRANSFORMER 277/480V	3,000	UX-116.1.1

2	9/19/05	UPDATE DRAWING (CHART)	RJO	ELS	JJM	F P L OH & UG DISTRIBUTION SYSTEM STANDARDS ORIGINATOR: RJO DRAWN BY: BAQ DATE: 6/30/03 APPROVED: R.J. SALESIKY DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES NO SCALE
1	9/10/99	UPDATE DRAWING (CHART)	RAP	JES	JJM	
0	6/30/93	ORIGINAL DRAWING	RJO	BAQ	RJS	
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.	

UX-222.0.0

MANHOLE, 4 WAY, 6'10" PANEL
M&S #162-234-003

UX-222.0.0



7	7/21/17	ADD NOTE 0	ARR	ELS	(RD)
6	3/4/10	ADD NOTE 0	ARR	ELS	(RD)
5	0/21/15	ADD NOTE 0	ARR	ELS	(RD)
4	3/4/15	UPDATE TITLE	ARR	ELS	(RD)
3	1/31/11	UPDATE NOTES	ARR	ELS	(RD)
2	3/26/08	UPDATE DRAWING AND DIMENSIONS AND ADD NOTE 0	OAP	ELS	JJM
1	2/26/08	VECTORIZE DRAWING	OAP	ELS	JJM
NO	DATE	REVISION	CHG.	DR.	APP.

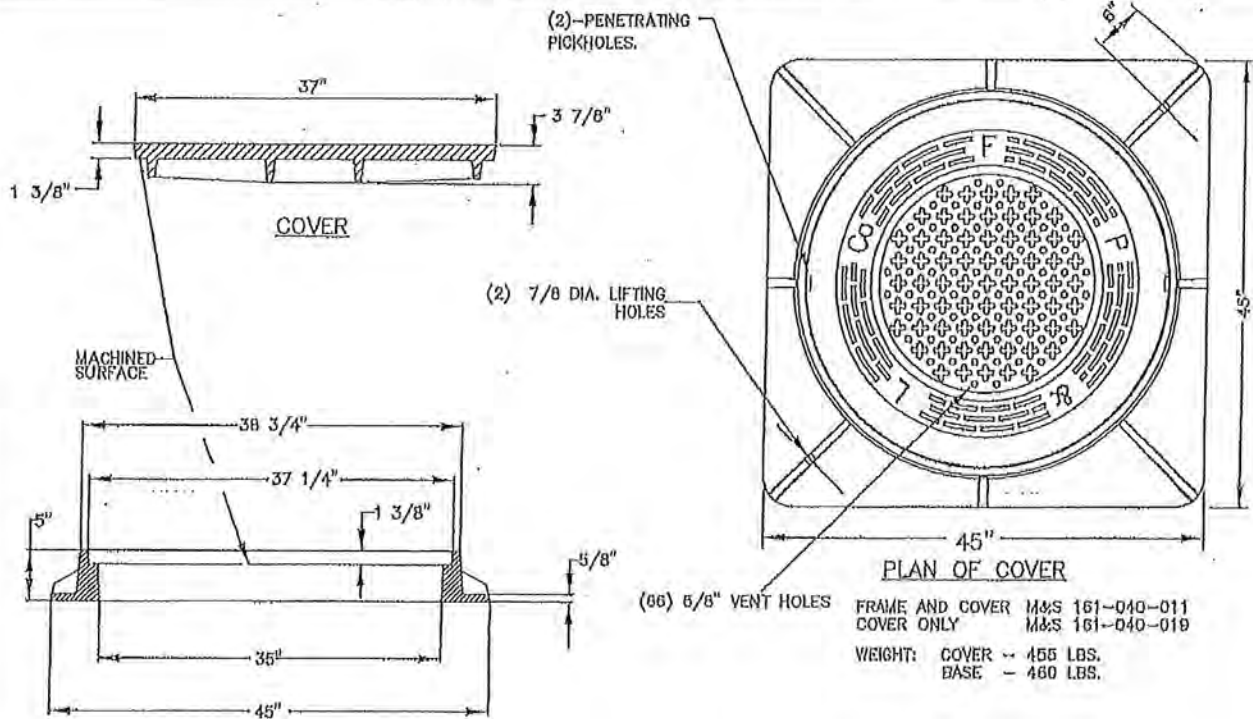
FLORIDA POWER & LIGHT COMPANY

NO SCALE
DATE: _____
APPROVED
DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES

UX-227.0.0

35" MANHOLE FRAME AND COVER M&S #161-040-011 AND M&S #161-040-019

UX-227.0.0



M&S #161-513-008 - 1 1/2" HEIGHT
M&S #161-512-000 - 1" HEIGHT

* USE M&S #161-511-542 FOR SPECIAL ADJUSTING RING

SPECIFICATIONS FOR FRAME AND COVER CASTING:

CASTINGS SHALL BE OF UNIFORM QUALITY, FREE FROM BLOWHOLES, POROSITY, HARDSPOTS, SHRINKAGE DISTORTION, CRACKS, OR OTHER DEFECTS. THEY SHALL BE SMOOTH, WELL CLEANED BY SHOT BLASTING AND PAINTED WITH A PROTECTIVE COAT OF ASPHALT BASED PAINT THAT WILL BE DRY TO THE TOUCH AND WILL NOT CRACK OR BE TACKY TO WEATHER CONDITIONS. THE MATERIAL USED SHALL CONFORM TO ASTM A48 FOR CLASS 35B GRAY IRON. MINIMUM TENSILE STRENGTH OF 40,000 LBS. PER SQ. INCH IS REQUIRED. ALL CASTINGS SHALL BE MANUFACTURED TRUE TO PATTERN. COVERS AND FRAMES SHALL FIT TOGETHER IN A SATISFACTORY MANNER. ALL BEARING SURFACES SHALL BE MACHINED TO PREVENT ROCKING AND RATTLING IN TRAFFIC CONDITIONS RATED AT H20 - FOR HEAVY TRAFFIC CONDITIONS.

FLORIDA POWER & LIGHT COMPANY

NO SCALE APPROVED

DRAWN: J.R. GARCIA

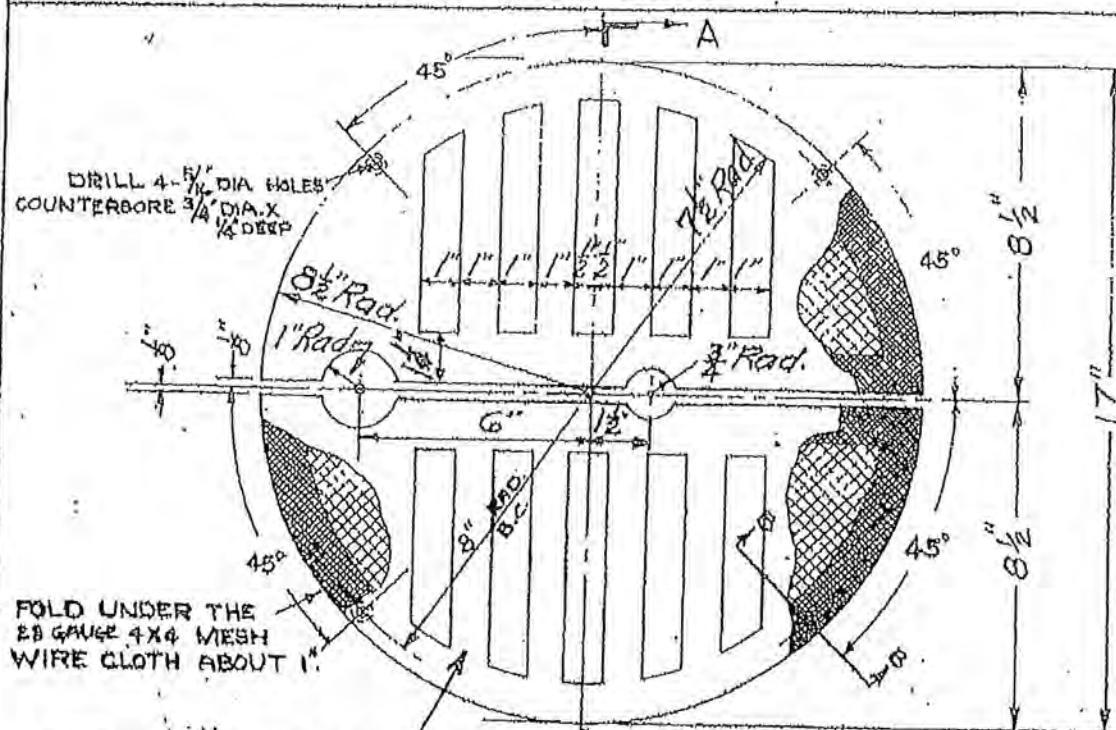
DATE:

SUPERVISOR, ON/UP PRODUCT
SUPPORT SERVICES

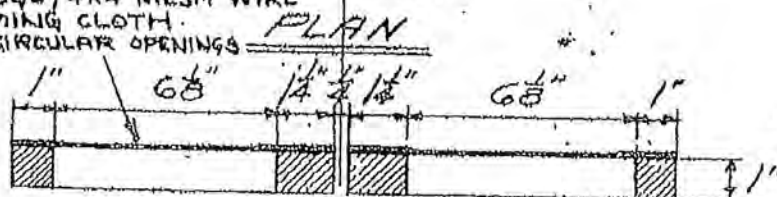
No.	DATE	REVISION	ORIG.	DR.	APP.
6	4/18/17	UPDATE DRAWING	ARR	ELS	NOH
4	1/12/16	UPDATE DRAWING	ARR	ELS	NOH
3	5/12/15	UPDATE TITLE	ARR	ELS	NOH
2	3/3/15	UPDATE NOTE	ARR	ELS	NOH
1	5/23/08	VECTORIZE DRAWING	GAP	ELS	JUH

UX-520

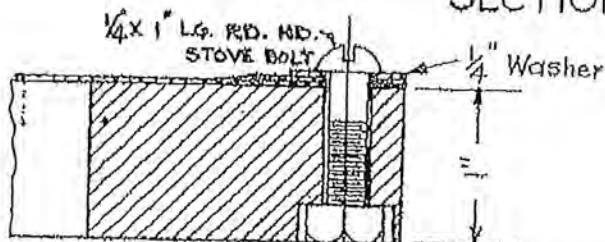
CAST IRON SUMP COVER WITH SCREEN



COVER EACH HALF OF GRATE
WITH 28 GAUGE 4X4 MESH WIRE
CLOTH, TRIMMING CLOTH
AROUND SEMI-CIRCULAR OPENINGS



SECTION A-A



SECTION B-B

COUNTERBORE 3/4" DIA.
X 1/4" + 1/16" DEEP.
DRILL 5/16" HOLES

Note:
Screen Not Required
Where No Pump Is
Installed.

STANDARDS

UNDERGROUND DISTRIBUTION SYSTEM
FLORIDA POWER & LIGHT COMPANY
DATE 5-26-67 NO SCALE

NO.	DATE	REVISION	BY	CH	COR	APP