

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 25th day of July, 2017 by and between Manatee County (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as 4530 66th St. W located in Bradenton/Manatee, Florida.
(City/County)

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

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$9,932.14 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$1,723.20 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$8,208.94.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private FPL property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

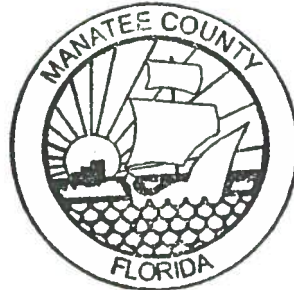
Jarrah Lawrence 06/19/17
 For FPL (Date)

**MANATEE COUNTY, a political
 subdivision of the State of Florida**

By: its Board of County Commissioners

By: [Signature]
 Chairperson

Date: July 25, 2017



ATTEST: ANGELINA COLONNESO
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
 Deputy Clerk



Exhibit "A"

COMMERCIAL TARIFF* QUICK REFERENCE SHEET (reference only - NOT to be used for tariff interpretation)

Application	Cash Contribution		Remarks / Tariff Section References	See SPO 21455.1 Exam.
	From OH	From UG		
Radial to Pad Mounted Transformer (from OH termination pt)			Limited to designated pt of delivery and within 150' of riser pole	
1 Phase Radial	\$0.00	\$0.00	13.2.12.a.1 100 KVA TX or smaller	
2 Phase Radial	\$0.00	\$0.00	13.2.12.a.2 100 KVA TX's or smaller	
3 Phase Radial (150 KVA)	\$0.00	\$0.00	13.2.12.a.3 150 KVA	
3 Phase Radial (300 KVA)	\$0.00	\$0.00	13.2.12.a.3 300 KVA	4, 4a
Loop to Pad Mounted Transformer(s)			Limited to designated point of delivery, up to 300' total	
1 Phase Loop	\$0.00	\$0.00	13.2.12.a.4 100 KVA TX or smaller	
2 Phase Loop	\$0.00	\$0.00	13.2.12.a.5 100 KVA TX's or smaller	
3 Phase Loop (150KVA TX)	\$0.00	\$0.00	13.2.12.a.6 150 KVA TX	
3 Phase Loop (300 KVA TX)	\$0.00	\$0.00	13.2.12.a.6 300 KVA TX	
Secondary Riser and Lateral (excluding HH or junction box)			Limited to 20 feet from riser pole (includes connections)	
Small 1 Phase	\$552.55		13.2.12.b.1 #4/0 TPX or smaller	
Large 1 Phase	\$1,025.92		13.2.12.b.2 larger than #4/0 TPX	
Small 3 Phase	\$801.92		13.2.12.b.3 #4/0 QPX or smaller	
Large 3 Phase	\$1,530.59		13.2.12.b.4 larger than #4/0 QPX	
Small UG Commercial Services			Limited to 60A, 2 wire or 125A, 3 wire - from 5 to 100 ft from pole 13.2.12.c.1.a 60 amp / 2 wire service	
2 wire, accessible wood pole	\$474.23		13.2.12.c.1.b 125 amp / 3 wire service	
3 wire, accessible wood pole	\$434.80		13.2.12.c.2.a 60 amp / 2 wire service	
2 wire, inaccessible wood pole	\$545.29		13.2.12.c.2.b 125 amp / 3 wire service	
3 wire, inaccessible wood pole	\$493.51		13.2.12.c.3.a 60 amp / 3 wire service	
2 wire, accessible concrete pole	\$526.63		13.2.12.c.3.b 125 amp / 3 wire service	
3 wire, accessible concrete pole	\$487.19			
Handhole/Junction Box (excluding connections)				
Small Handhole - per handhole	\$203.40		13.2.12.d.1 a 24" or smaller	
Intermediate Handhole - per handhole	\$241.53		13.2.12.d.1 b/c 30" handhole	
Large Handhole - per handhole	\$817.30		13.2.12.d.1 b 48" handhole	
Padmounted Secondary Junction Box - per box	\$2,567.29		13.2.12.d.2 Padmounted "dummy" cabinet	
Padmounted Secondary Junction Cabinet - per cabinet	\$10,992.18		13.2.12.d.3 a Padmounted 3 phase 22 port cabinet	
Tapping sets of customer cables in excess of 12 sets - per set	\$79.20		13.2.12.d.3 b Per set of conductors	
Primary Splice Box (including splices & cable pulling set-up)				
1 Phase - per box	\$1,349.64		13.2.12.e.1	
2 Phase - per box	\$1,859.16		13.2.12.e.2	
3 Phase - per box	\$2,070.15		13.2.12.e.3	
Additional Charge for UG Primary Laterals including trench and Cable-in-Conduit exceeding the limits in 13.2.12.a			Footage exceeds 13.2.12.a limits but not beyond designated point of delivery (designated point of delivery >150 ft radial, >300 ft loop)	
1 Phase - per foot	\$0.71		13.2.12.f.1	
2 Phase - per foot	\$2.72		13.2.12.f.2	
3 Phase - per foot	\$2.48		13.2.12.f.3	4a
Additional Charge for UG Primary Laterals including trench and Cable-in-Conduit extended beyond designated point of delivery			Applies to any footage beyond designated point of delivery. Also for non-tariff, non-residential, direct buried cable-in-conduit use.	
1 Phase - per foot	\$8.74		13.2.12.g.1	
2 Phase - per foot	\$13.03		13.2.12.g.2	
3 Phase - per foot	\$15.26		13.2.12.g.3	4
UG Feeder				
1000 KCML (trench, conduit, splice boxes, & cable) - Per Foot	\$9.02		13.2.12.h	
Switch Package (4 X 4, 6 X 6 or 9 X 3) - Each	\$27,200.43		13.2.12.h	
Credits				
Customer Trenching & Backfilling				
Primary trench credit - per foot	\$3.48		13.2.13.a.1	
Secondary trench credit - per foot	\$2.76		13.2.13.a.2	
Customer Installed, FPL Provided Conduit				
2" PVC conduit installation credit - per foot	\$0.60		13.2.13.b.1	
>2" PVC conduit installation credit - per foot	\$0.84		13.2.13.b.2	
Customer Installed FPL HH, Splice Box, Pads				
Small Handhole - per handhole	\$61.19		13.2.13.c.2 30" or smaller	
Large Handhole / Primary Splice Box - per HH / Box	\$232.78		13.2.13.c.1 larger than 30"	
Concrete Pad for Padmounted TX - per pad	\$60.00		13.2.13.d	
Feeder Splice Box	\$664.74		13.3.13.e	
Feeder Pad Chambers	\$565.15		13.3.13.f	

*Based on FPL's UCD Tariff as found in Section 13 of FPL's Electric Tariff, Effective October 13, 2016.



RESIDENTIAL TARIFF QUICK REFERENCE SHEET (maximum 4/0A TPX Service size)
(For reference only - NOT to be used for tariff interpretation)

New Subdivision Application	Customer Cash Contribution per lot	Backbone Trench credit per lot	Service Trench credit per lot	Backbone Conduit credit per lot	Service Conduit credit per lot	Remarks
High Density – 300 or more lots High Density – 100 to 299 lots High Density – 1 to 99 lots	\$0.00 \$0.00 \$57.97	\$149.16	\$156.59	\$62.07	\$48.00	10.3.2., 10.3.3. (See note 1)
Low Density – 200 or more lots Low Density – 85 to 199 lots Low Density – 1 to 84 lots	\$0.00 \$183.35 \$266.35	\$247.06	\$219.22	\$99.47	\$58.80	10.3.2., 10.3.3. (See note 1)
Mobile Home – 300 or more lots Mobile Home – 100 to 299 lots Mobile Home – 1 to 99 lots	\$0.00 \$0.00 \$0.00	\$123.35	N/A	\$50.61	N/A	10.3.2., 10.3.3. (See note 1)

Application	CIAC	Trench Credits	Conduit Credits	Remarks
New UG Svc from OH Including Riser Served from existing HH	\$683.84 \$348.83	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.4.3.a/b 10.4.2.a.1.a 10.4.2.a.1.b
Riser to HH @ base of pole only	\$705.46	N/A	N/A	10.4.2.a.2
OH to UG Svc Conversion FPL UG SVC [1E] Riser to HH @ base pole (customer owned svc) [1F]	\$651.49 \$930.13	(See note 2)	(See note 2)	10.5.4(a), 10.5.3
Replace FPL owned UG Svc from OH source from UG source	\$643.46 \$555.22	(See note 2)	(See note 2)	10.5.4(b).1/2, 10.5.3
Replace customer UG Svc from pole with FPL UG Svc	\$426.82	(See note 2)	(See note 2)	10.5.4(c), 10.5.3.
Replace customer UG Svc with FPL Svc in existing URD	\$91.81	(See note 2)	(See note 2)	10.5.4(d)
UG Svc - Existing Backbone High Density Low Density	\$258.34 \$348.83	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	(See note 1) 10.3.2(d) Services not prepaid
Svc to Remote Meter Location FPL Trench Utilize Exist Trench Customer Trench	\$7.20/ft \$2.78/ft \$2.02/ft	(See note 3) N/A	N/A	10.2.11.
UG Feeder 1000 KCMIL Switch Cabinet (each)	\$9.02/ft \$27,200.43	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(b), 10.3.3.
UG Excess Primary 1 phase 2 phases 3 phases	\$0.71/ft \$2.72/ft \$4.38/ft	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(c), 10.3.3. Golf Course, etc.
Road crossing, Customer installed	-	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.3(c)., 10.3.3.d.
TUG Credit	-		\$60.00 / svc lateral	10.2.8.1

Based on FPL's URD Tariff as found in Section 10 of FPL's Electric Tariff, Effective October 13, 2016.

*Services other than 1/0A or 4/0A TPX, or when density is less than 0.5 units/acre require individual cost estimates.

- Total credit is limited to the total charges applicable
- Customer provides trench/backfill AND installs FPL provided conduit
- In addition to per service lateral charges

High Density = 6 units or more/acre. Low Density = 0.5 to less than 6 units/acre.

NOTE: If the customer is charged by the lot, then the customer is credited by the lot.
If the customer is charged by the foot, then the customer is credited by the foot.

NON-STANDARD VOLTAGE CALCULATION WORKSHEET

WR # 6879896
 PROJECT Manatee Utility

This program calculates CIAC for customers requesting Non-Standard Voltage to a WYE PMTX.

Example: Customer requests a Wye padmount tx but customers load justifies OH single phase tx primary with a svc drop.

ENTER DATA IN YELLOW SQUARES
 ENTER LOAD SIZE, SML, MED or LRG LRG

Enter UG PRI trench footage 385
 Number of Splice Boxes 0
 Enter EAR (1 Year) 9584

Enter OH SVC footage 60
 Service pole needed? Y/N Y
 Enter OH PRI footage 420

Credits Trench 2" PVC 5" PVC Pad Splice Boxes
 Enter footage or # 385 385 1

SML = DEMAND LOAD OF 7.5 KVAD TO 30 KVAD
 MED = DEMAND LOAD OF 31 KVAD TO 85 KVAD
 LRG = DEMAND LOAD OF 86 KVAD TO 149 KVAD

Intermediate poles 1

OH CIAC \$0.00

WHAT CUSTOMER WANTS

WHAT CUSTOMER JUSTIFIES

LARGE LOAD

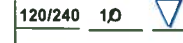
150 KVA
 WYE VOLTAGE (RADIAL)



\$18,767

- VS -

A-100 KVA



1ØT-13KV & 1ØT-N
 420

DIFFERENTIAL COST \$8,208.94

TOTAL DUE \$8,208.94

CUSTOMER CASH CONTRIBUTION	\$8,208.94
LABOR & MATERIAL CREDIT	\$1,733.20
TOTAL CUSTOMER CONTRIBUTION	\$9,932.14

NOTE: CREDITS ARE AUTOMATICALLY CALCULATED IN CUSTOMER CASH CONTRIBUTION DO NOT DEDUCT THEM !!!

Work Request No. 6879896

**EASEMENT
(BUSINESS)**

This Instrument Prepared on behalf of

Name: Sarah Lawrence

Sec. 08, Twp. 35 S, Rge. 17 E

Co. Name: Florida Power and Light

Address: 1253 12th Avenue East
Palmetto, Florida 34221

Parcel I.D. 5182410109
(Maintained by County Appraiser)

Form 3722 (stocked) Rev. 7/94

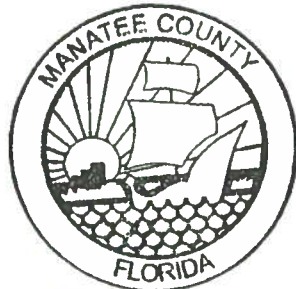


The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns (FPL), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and 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 as follows:

**See Exhibit "A" (Easement Area),
Attached hereto and made a part hereof.**

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for 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; 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 heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument on the 25th day of July, 2017, in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson of said Board.



**MANATEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT

By: [Signature]
Deputy Clerk

SKETCH & DESCRIPTION

LYING IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST,
MANATEE COUNTY, FLORIDA.

SHEET NO. 1 of 2

EXHIBIT "A"

EASEMENT DESCRIPTION

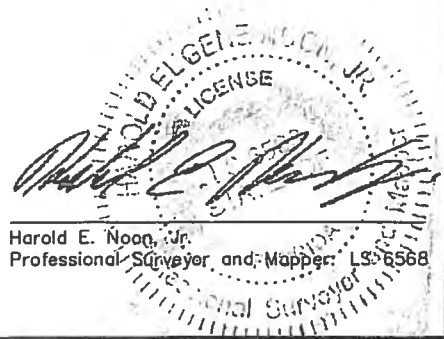
An Easement lying in Section 8, Township 35 South, Range 17 East, Manatee County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of Section 8, Township 35 South, Range 17 East, Manatee County, Florida; thence S.00°25'41"W., along the West line of said Section 8, a distance of 65.00 feet to the intersection with the Right-of-Way line of Cortez Road (State Road No. 684), a 100' Public Right-of-Way, per Florida Department of Transportation Right-of-Way Map Section 13040-2504; thence continue S.00°25'41"W., along the West line of said Section 8, a distance of 914.38 feet; thence S.89°34'19"E., a distance of 173.83 feet to the POINT OF BEGINNING; thence S.02°42'29"E., a distance of 168.67 feet; thence S.00°39'35"W., a distance of 60.67 feet to a point on a curve to the left, having a radius of 21.27 feet, a central angle of 81°13'13", a chord bearing of S.39°57'01"E., and a chord length of 27.69 feet; thence along the arc of said curve an arc length of 30.15 feet; thence S.82°50'07"E., a distance of 124.21 feet; thence S.88°36'58"E., a distance of 108.22 feet; thence N.01°23'02"E., a distance of 10.00 feet; thence N.88°36'58"W., a distance of 107.71 feet; thence N.82°50'07"W., a distance of 123.47 feet to a point on a curve to the right, having a radius of 11.27 feet, a central angle of 80°22'12", a chord bearing of N.39°31'31"W., and a chord length of 14.55 feet; thence along the arc of said curve an arc length of 15.81 feet; thence N.00°39'35"E., a distance of 60.96 feet; thence N.02°42'29"W., a distance of 168.96 feet; thence S.87°17'31"W., a distance of 10.00 feet to the POINT OF BEGINNING.

Easement contains 4,844 Square Feet, or 0.1112 Acres more or less.

June 13, 2017

Date



Harold E. Noog, Jr.
Professional Surveyor and Mapper, License No. 1506568

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 2 OF 2 FOR SKETCH

GEOSURV
SURVEYING & MAPPING

5707 19th Street W.
Bradenton, FL 34207
Tel. 877.407.3734

www.geosurveygroup.com L.B. 7731 Fax 866.624.5163

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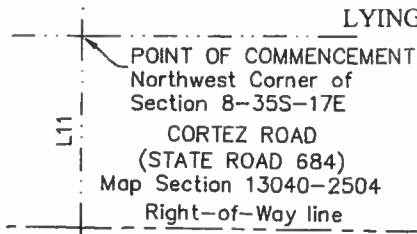
FLORIDA POWER & LIGHT COMPANY EASEMENT		FIELD: DC
DATE: 6/13/17	FB: -- PG: --	DRAWN BY: DC
PROJECT NO. 160028	SEC. 8 TWP. 35S. RNG. 17E	CHECK BY: HN
DRAWING 160028_SD FPL EASE.DWG	COUNTY MANATEE	
	PARCEL AREA 4,844 Sq. Ft.±	

SKETCH & DESCRIPTION

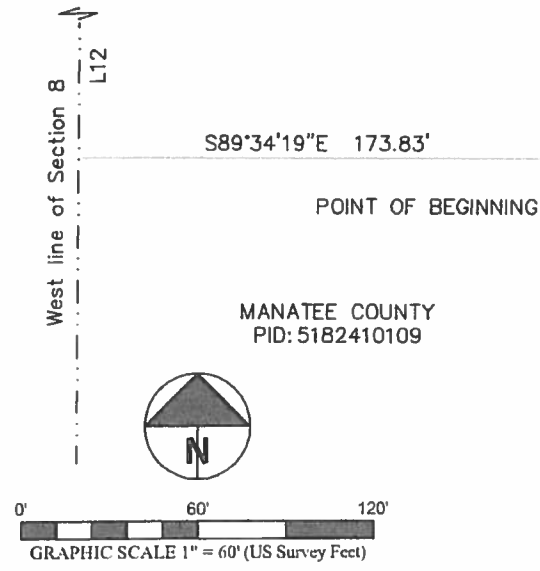
LYING IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST,
MANATEE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY

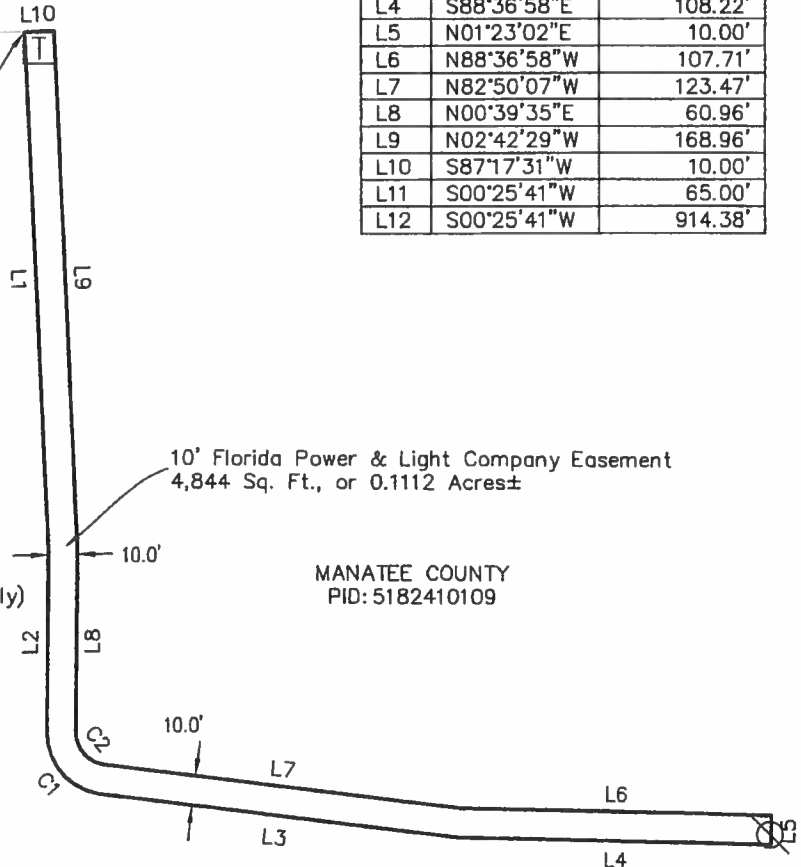
SHEET NO. 2 of 2



CURVE	RADIUS	ARC	CHORD	CH BEARING	DELTA
C1	21.27'	30.15'	27.69'	S39°57'01"E	81°13'13"
C2	11.27'	15.81'	14.55'	N39°31'31"W	80°22'12"



LINE	BEARING	DISTANCE
L1	S02°42'29"E	168.67'
L2	S00°39'35"W	60.67'
L3	S82°50'07"E	124.21'
L4	S88°36'58"E	108.22'
L5	N01°23'02"E	10.00'
L6	N88°36'58"W	107.71'
L7	N82°50'07"W	123.47'
L8	N00°39'35"E	60.96'
L9	N02°42'29"W	168.96'
L10	S87°17'31"W	10.00'
L11	S00°25'41"W	65.00'
L12	S00°25'41"W	914.38'



LEGEND
 These standard symbols and abbreviations can be found herein.

FAC Florida Administrative Code.
 MTS Minimum Technical Standards
 PID Parcel Identification Number (Now, or Formerly)
 ORB Official Records Book.
 ORI Official Records Instrument.
 PG Page.
 FB Field Book.
 PB Plat Book.
 DB Deed Book.
 LS Licensed Surveyor
 LB Licensed Business

Proposed Power Transformer pad
 Existing Wood Power Pole

SKETCH NOTES

1. NOT A BOUNDARY SURVEY. Sketch provides graphic depiction of description on SHEET 1 of 2.
2. Sketch prepared without benefit of a title report or opinion. Subject to Easements of record.
3. Not valid without all sheets.

EXHIBIT "A"

GEOSURV
 SURVEYING & MAPPING
 www.geosurveygroup.com L.B. 7731 Fax 866.624.5163
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FLORIDA POWER & LIGHT COMPANY EASEMENT		FIELD: DC
DATE: 5/31/17	FB: -- PG: --	DRAWN BY: DC
PROJECT NO. 160028	SEC. 8 TWP. 35S RNG. 17E	CHECK BY: HN
DRAWING 160028_SD_FPL_EASE.DWG	COUNTY MANATEE	PARCEL AREA 4,844 Sq. Ft.±

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: FGERS

Changed By: FGERS

Receipt#: 900076429 **Payee Name:** MANATEE COUNTY PROPERTY MGMT DEPT AR700003
Receipt Date: 07/28/2017 1112 MANATEE AVE WEST 8TH FL
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201741072044 - BK2685/PG5361 EASEMENT

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000208901	DEED DOC STAMPS \$.70	\$0.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$27.00

Receipt Total: \$27.00

Amount Tendered: \$0.00

Overage: \$0.00

Amount Paid:

July 25, 2017 - Regular Meeting
Agenda Item #38

Approved in Open Session 7/25/17,
Manatee County
Board of County Commissioners

Subject

Florida Power and Light Underground Distribution Facilities Installation Agreement for a new transformer at the Manatee County Utilities Building for Property located at 66th Street West and Cortez Road West, Bradenton, Florida

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Acquisition Division, Property Management Department, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6289

Action Requested

- Execution of Underground Distribution Facilities Installation Agreement between Manatee County and Florida Power and Light Company; and
- Execution and Recording of Easement to Florida Power and Light Company.

Enabling/Regulating Authority

Florida Statutes Chapter 125, County Government.

Background Discussion

- A new 7,200 square foot detached building was constructed at the Utilities Department located at Cortez Road West and 66th Street West, Bradenton, FL.
- A new FPL transformer was installed and this Florida Power and Light (FPL) Easement is required for where the conduit is installed.
- Mike DiPinto, Project Manager, Property Management, has reviewed and approved the terms stated in the Underground Distribution Facilities Installation Agreement.
- The required easement area is 4,844 square feet.
- The Underground Distribution Facilities Installation Agreement is required by Florida Power and Light (FPL) for differential costs.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

This Agreement was reviewed by the CAO on April 13, 2015, via RLS 15-092. The document and format has not changed since the RLS 15-092 review.

Reviewing Attorney

Palmer

Instructions to Board Records

Please return the original executed Underground Distribution Facilities Installation Agreement along with the original executed and recorded Florida Power and Light Easement to Charles Meador, 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205. Please notify Charles Meador of recording information at Charles.meador@mymanatee.org.

CCC: AR700003

Executed Agmt & Recorded Easement picked up by
Charles Meador, to deliver to FPL. 7/28/17, RT

Cost and Funds Source Account Number and Name

\$27.00 recording fee. 001-0020505 Property Acquisition Core Fund.

Amount and Frequency of Recurring Costs

N/A

Attachment: [Underground Distribution Facilities Installation Agreement.pdf](#)

Attachment: [FPL Easement.pdf](#)

Attachment: [RLS 15-092.pdf](#)

Attachment: [Location Map.pdf](#)



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
James A. Minix, Chief Assistant County Attorney
Maureen S. Sikora, Assistant County Attorney**
Robert M. Eschenfelder, Assistant County Attorney
William E. Clague, Assistant County Attorney
James R. Cooney, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Andrea A. Adibe, Assistant County Attorney

MEMORANDUM

DATE: April 13, 2015

TO: John Agostinelli, Manager, Property Acquisition Division

FROM: Mitchell O. Palmer, County Attorney *MOP 4-13-15*

RE: **Underground Distribution Facilities Installation Agreement with FPL; Southeast Water Reclamation Facility Building; RLS 15-092, received April 3, 2015; CAO File No. 8003-180.**

Issue Presented:

In this "urgent" Request for Legal Services, you have solicited this Office's review of and commentary regarding a proposed Underground Distribution Facilities Installation Agreement with Florida Power & Light Company (FPL) relative to the County's forthcoming construction of a new Southeast Water Reclamation Facility Building. The upshot of agreements of this nature is that the FPL customer, when desirous of installing underground distribution facilities as opposed to overhead facilities, must not only provide FPL with an appropriate easement but must also pay the cost differential between construction of an underground system and construction of an overhead system.

Discussion:

The Contract Terms

The text of the Agreement document is acceptable, except that the letters SWERF (appearing in the fourth line of text) are foreign to me and thus would be foreign to any independent reader. I assume that these letters are intended to be a reference to the County's Southeast Water Reclamation Facility. In any event, FPL should dispense with the acronym and spell it out.

The Missing Exhibits

The Agreement document makes reference to an attached Exhibit A and an attached Exhibit B. Neither of these exhibits is attached to the document or otherwise present within your RLS packet. Please secure these exhibits and attach them. I have a word of caution, however. If

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

John Agostinelli, Manager, Property Acquisition Division

April 13, 2015

Page 2

anything within either of these exhibits is potentially at odds with the main agreement document, then further review by this Office may be necessary.

The Signature Problem

You have inquired as to the necessity for signatures on an agreement document such as this to be notarized. I am unaware of any such legal requirement.

I am disturbed, however, by the suggestion of Mr. Bernard, on behalf of FPL, that FPL need not execute the Agreement document. This is a two-party undertaking in which each party has obligations to the other. The suggestion that no one on behalf of FPL will sign the document is most unorthodox. In my 33 years of law practice, I do not recall encountering a situation where a party to a contractual undertaking propounded a contract document and then took the position that he or she was not obligated to sign the document.

For a thorough discussion of the legal niceties involved in determining who is bound by and the enforceability of a partially executed contract document, see *Skinner v. Haugseth*, 426 So. 2d 1127 (Fla. 2d DCA 1983). So as to avoid the legal quagmire experienced by the parties in that case, and regardless of how remote the possibility of FPL's non-performance might appear, signature blocks for both parties must be incorporated and both parties must sign this Agreement document.

The Outdated Payment Coupon; Advance Payment

I also note that the Payment Coupon appearing in the RLS packet is outdated. FPL needs to revise the Payment Coupon to reflect a date that is in line with the date of this undertaking.

It is apparent (and not surprising) that FPL is requesting advance payment by the County of the differential sum of \$4,658.25. While the County generally resists paying in advance for any service or product, the realities of undertakings such as this (wherein the provider utility will not "play ball" without advance payment) are typically recognized and understood by the Clerk of Court, such that paying in advance should not be problematic.

The Easement Instrument

Although you have not sought my input as to the easement instrument, I feel compelled to express the following concern. The language of the easement expressly recites that the, ". . . construction, operation and maintenance of overhead . . ." facilities is a possibility. Since the very essence of this undertaking is the County's desire for the lines to be buried, it is incongruous that the accompanying easement instrument would allow for the possibility of overhead distribution lines. I suggest that the easement instrument be modified to eliminate any reference to the possibility that overhead lines, wires, poles, guys or cables might be installed by FPL.

John Agostinelli, Manager, Property Acquisition Division
April 13, 2015
Page 3

Conclusion:

Upon your Division adequately addressing the above concerns, this Agreement may be presented to the Board of County Commissioners for approval and execution.

This concludes my response to the referenced "urgent" RLS.

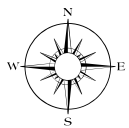
Copies to:

Ed Hunzeker, County Administrator

Charles Bishop, Director, Property Management Department

Tom Yarger, Construction Services Project Manager, Property Management Department

Todd Boyle, Registered Surveyor, Property Management Department



1 inch equals 200 feet

**CORTEZ ROAD WEST - S.R. 684 & 66TH STREET WEST
FLORIDA POWER & LIGHT COMPANY EASEMENT
(MANATEE COUNTY)**

District 3 - COMMISSIONER STEVEN R. JONSSON

