

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 18<sup>th</sup> day of September, 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 Jail Freezer/Warehouse Project located in Palmetto / 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 \$0.00 (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 \$0.00 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 \$0.00.
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 120/240 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private 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.

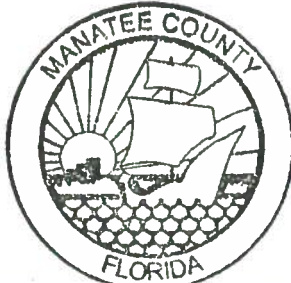
The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Leonardo Rojas 08/21/17  
 For FPL (Date)

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: [Signature]  
 Chairperson

Date: 9/18/2017

ATTEST: ANGELINA COLONNESO  
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Rubin Nath, DC  
 Deputy Clerk

# Exhibit A

UCD TARIFF ESTIMATE (UCD Tariff Effective: **10/13/2016**)      WR # **7738959**      DATE: **8/18/2017**

PROJECT: **COUNTY JAIL FREEZERS**      LOCATION: **14470 HARLEE RD**

DESIGNER: **LEONARDO ROJAS**

Exhibit "A"      Exhibit "B"

(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.

	# OF UNITS			# OF UNITS		CHARGES	CREDITS
	From Overhead Termination Point			From Existing Underground Termination Point			
(13.2.12.a.1) Single Phase Radial	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.2) Two Phase Radial	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.3) Three Phase Radial - 150KVA	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.4) Three Phase Radial - 300 KVA	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.5) Single Phase Loop	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.6) Two Phase Loop	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.7) Three Phase Loop - 150 KVA	\$0.00	X		\$0.00	X	\$ -	
(13.2.12.a.7) Three Phase Loop - 300 KVA	\$0.00	X		\$0.00	X	\$ -	

(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	\$552.55	X		per riser	\$ -
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	\$1,025.92	X		per riser	\$ -
(13.2.12.b.3) Small Three Phase 4/0 QPX or smaller	\$801.92	X		per riser	\$ -
(13.2.12.b.4) Large Three Phase larger than 4/0 QPX	\$1,530.59	X		per riser	\$ -

(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per SPO 21010.4)

(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	\$474.23	X		per service	\$ -
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	\$434.80	X		per service	\$ -
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	\$545.29	X		per service	\$ -
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	\$493.51	X		per service	\$ -
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	\$526.63	X		per service	\$ -
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	\$487.19	X		per service	\$ -

(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.

<b>(13.2.12.d.1) Handholes</b>					
(13.2.12.d.1.a) Small 24" handhole	\$203.40	X		per HH	\$ -
(13.2.12.d.1.b) Intermediate 30" handhole	\$241.53	X		per HH	\$ -
(13.2.12.d.1.c) Large 48" handhole	\$817.30	X		per HH	\$ -
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #161-40000-7)	\$2,567.29	X		per box	\$ -
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #161-40100-3)	\$10,992.18	X		per cabinet	\$ -
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	\$79.20	X		per set	\$ -

(13.2.12.e) Primary Splice Box including splices and cable pulling set-up

(13.2.12.e.1) Single Phase per box	\$1,349.64	X		per box	\$ -
(13.2.12.e.2) Two Phase per box	\$1,859.16	X		per box	\$ -
(13.2.12.e.3) Three Phase per box	\$2,070.15	X		per box	\$ -

(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.

(13.2.12.f.1) Single Phase per foot	\$0.71	X		per ft.	\$ -
(13.2.12.f.2) Two Phase per foot	\$2.72	X	70	per ft.	\$ 190.40
(13.2.12.f.3) Three Phase per foot	\$2.48	X		per ft.	\$ -

(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.

(13.2.12.g.1) Single Phase per foot	\$8.74	X		per ft.	\$ -
(13.2.12.g.2) Two Phase per foot	\$13.03	X		per ft.	\$ -
(13.2.12.g.3) Three Phase per foot	\$15.26	X		per ft.	\$ -

(13.2.12.h) UG Feeder

(13.2.12.h) 1000 KCMIL (not including switch package)	\$9.02	X		per ft.	\$ -
(13.2.12.h) Switch package (6/6 or 9/3 per package)	\$27,200.43	X		each	\$ -
(13.2.12.h) Switch package (4/4 per package)	\$27,200.43	X		each	\$ -

(13.2.13.a) Trench and backfilling credits

(13.2.13.a.1) Credit per foot of primary trench	\$3.48	X	220	per ft.	\$ 765.60
(13.2.13.a.2) Credit per foot of secondary trench	\$2.76	X		per ft.	\$ -

(13.2.13.b) Conduit installation credits

(13.2.13.b.1) Credit per foot of 2" PVC	\$0.60	X	220	per ft.	\$ 132.00
(13.2.13.b.2) Credit per foot of >2" PVC	\$0.84	X		per ft.	\$ -

(13.2.13.c) Handhole / primary splice box installation credits

(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	\$232.78	X		HH(s)	\$ -
(13.2.13.c.2) Credit per small / intermediate HH (30" or less)	\$61.19	X		HH(s)	\$ -

(13.2.13.d) Transformer / cap bank pad installation credits

(13.2.13.d.1) Credit per pad	\$60.00	X		pad(s)	\$ -
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Feeder Splice Box Credit      \$664.74      X      each      \$ -

Padmount Switch Chamber Credit      \$565.15      X      each      \$ -

Additional Charges (e.g. non-rapid trenching, restoration, etc.)

TOTAL CONTRIBUTION:	\$ 190.40
LESS TOTAL CREDITS:	\$ 190.40
TOTAL CASH PAYMENT:	\$ -
TOTAL CUSTOMER PAYMENT (CONTRIBUTION MAT + LABOR)	\$ 190.40
(CONTRIBUTION MAT + LABOR)	\$ 190.40
(CONTRIBUTION CASH)	\$ -

## **“EXHIBIT B”**

### **FPL PVC INSTALLATION INFORMATION SHEET**

**Project: jail Freezer / warehouse**

**Location: 14470 Harlee Rd. Palmetto**

FPL supplies all material which must be picked up at the designated FPL facility if arrangements for delivery have not been made. Pickup can be arranged with 10 days notice by calling Leonardo Rojas (941) 723-4421

1. Provided conduit to be installed at a minimum cover depth of 36”, but not to exceed 48 inches to meet the National Electric Safety Code, Exception: In cases where an obstruction requires a change in cover depth, i.e. where it is required to go below an obstruction that has a similar cover depth, 6 inches minimum separation must be provided, and in cases where less than 30” cover depth is provided, the conduit must be covered with 4 inches of concrete to the extent that 36 inch cover is once again achieved.
2. Only FPL provided PVC bends or sweeps are to be used. Field bending (heating) of PVC is prohibited. Special attention must be paid to the drawings provided as various bends (with differing radius) are utilized.
3. Backfill operations are to be done carefully with special attention given to keep rocks or other material from crushing conduit or moving markers.
4. Plugs and electronic markers are to be installed at the end of the conduit (when ended in the ground) and not turned up using provided bends. Marker are to be placed at a maximum depth of 24” below grade and directly above the end of the conduit. FPL supplies either the Full Range (Toilet Seat) which must be placed flat (horizontally) for proper performance or the sphere which requires no specific directional placement. Hand cover markers with 4” of firm fill to prevent movement during remaining backfill.
5. 1#12C insulated tracing wire is to be installed in the trench with and on top of the conduit(s) (Not in the conduit), and brought up above ground for connection to locating devices.
6. Cap all conduit ends with approved end caps provided by FPL.
7. Glue all joints securely with FPL supplied glue.
8. Install a Pull Sting in all conduits to insure continuity.

**REFUNDS ARE CONTINGENT UPON THE STRICT  
ADHERENCE TO THESE SPECIFICATIONS**

**EASEMENT  
(BUSINESS)**

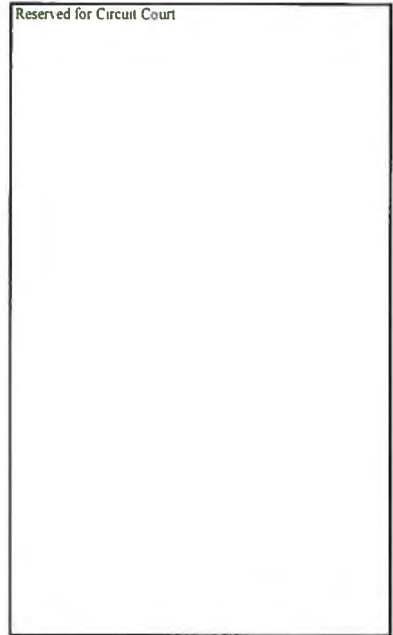
This Instrument Prepared on behalf of

Name: Leonardo Rojas

Sec. 06, Twp. 33 S, Range. 18 E. Co. Name: Florida Power and Light

Address: 1253 12<sup>th</sup> Avenue East  
Palmetto, Florida 34221

Parcel I.D. 593105000  
(Maintained by County Appraiser)

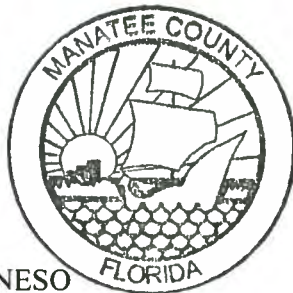


The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns (FPL), a non-exclusive easement forever 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 or within 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; 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 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 18<sup>th</sup> day of September, 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 AND COMPTROLLER

By: [Signature]  
Deputy Clerk

THIS IS NOT A SURVEY

# EXHIBIT "A"

### POINT OF COMMENCEMENT

NW CORNER OF NE 1/4 OF SECTION 06-33-18

HARLEE ROAD  
WEST LINE OF NE 1/4 OF SECTION 06-33-18  
RIGHT-OF-WAY

S00°35'22"W 1222.37'

NE CORNER OF LANDS IN O.R.B. 656, PG 336

S89°24'38"E  
865.00'

(O.R.B. 656, PG 336)

S00°35'22"W 525.19'

S89°24'38"E  
53.72'

P.O.B.

EAST LINE OF LANDS IN O.R.B. 913, PG 604

(O.R.B. 913, PG 604)

50'

NOW OR FORMERLY  
PIN: 593105000

P.O.B.

N55°25'06"E  
10.00'

S34°34'54"E 209.40'  
N34°34'54"W 209.40'

DETAIL  
SCALE: 1" = 100'

S55°25'06"W  
10.00'

140.0'

PARCEL B  
(O.R.B. 1325, PG 3360)

SEABOARD COASTLINE RAILROAD

10' WIDE FLORIDA POWER & LIGHT EASEMENT  
(CONTAINING 0.05± ACRES)  
(2,094.02± SQUARE FEET)

### LEGEND

- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- PIN: = PARCEL IDENTIFICATION NUMBER
- #-#-# = SECTION-TOWNSHIP-RANGE
- R/W = RIGHT-OF-WAY

THIS SHEET IS NOT VALID WITH ACCOMPANYING SHEET 1.



0 150 300  
SCALE: 1" = 300'

### SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/11/17		06-33-18	1" = 300'	2 OF 2

## DESCRIPTION

A 10.00 FEET WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT LYING WITHIN "PARCEL B", AS DESCRIBED IN OFFICIAL RECORDS BOOK 1325, PAGE 3360 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, IN SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE S.00°35'22"W., ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (1/4), A DISTANCE OF 1222.37 FEET; THENCE S.89°24'38"E., A DISTANCE OF 865.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 656, PAGE 336; THENCE S.00°35'22"W., ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 913, PAGE 604, A DISTANCE OF 525.19 FEET; THENCE S.89°24'38"E., A DISTANCE OF 53.72 TO THE **POINT OF BEGINNING**; THENCE N.55°25'06"E., A DISTANCE OF 10.00 FEET; THENCE S.34°34'54"E., A DISTANCE OF 209.40 FEET; THENCE S.55°25'06"W., A DISTANCE OF 10.00 FEET; THENCE N.34°34'54"W., A DISTANCE OF 209.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2,094.02 SQUARE FEET), MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD, IF ANY.

# EXHIBIT "A"

### NOTES:

1. THIS SHEET IS NOT VALID WITHOUT ACCOMPANYING SHEET 2.
2. THIS SKETCH & ACCOMPANYING DESCRIPTION IS BASED IN PART ON A BOUNDARY SURVEY PREPARED BY ZOLLER, NAJJAR & SHROYER, INC., DATED 12/5/90, JOB NO. 00-12139.

THIS IS NOT A SURVEY

**JEFFERY B. MORROW**  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6296  
DATE SIGNED: 8/15/17  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

### DESCRIPTION TO ACCOMPANY SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/11/17		06-33-18	N/A	1 OF 2

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

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**Receipt#:** 900084983      **Payee Name:** MANATEE COUNTY PROPERTY MGMT DEPT AR700003  
**Receipt Date:** 09/20/2017      1112 MANATEE AVE WEST 8TH FL  
BRADENTON, FL 34205  
**Escrow Balance:**  
**Escrow Customer:**

**Instrument:** 201741088968 - BK2693/PG871 EASEMENT

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACCC \$.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

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**Instrument Total:** \$27.00

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**Receipt Total:** \$27.00

**Amount Tendered:** \$0.00

**Overage:** \$0.00

**Amount Paid:**



Work Request No. 7738959

**EASEMENT  
(BUSINESS)**

This Instrument Prepared on behalf of

Name: Leonardo Rojas

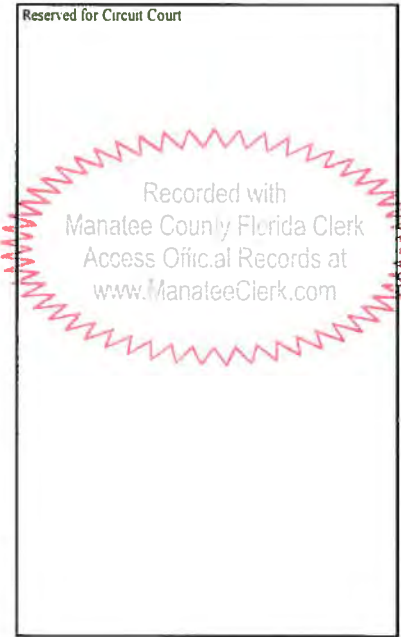
Sec. 06, Twp. 33 S, Range. 18 E.

Co. Name: Florida Power and Light

Address: 1253 12<sup>th</sup> Avenue East  
Palmetto, Florida 34221

Parcel I.D. 593105000

(Maintained by County Appraiser)



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 or within 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; 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 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 18<sup>th</sup> day of September, 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 AND COMPTROLLER

By: [Signature]  
Deputy Clerk

APPROVED IN OPEN SESSION 9/18/2017  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

THIS IS NOT A SURVEY

# EXHIBIT "A"

**POINT OF COMMENCEMENT**  
NW CORNER OF NE 1/4 OF  
SECTION 06-33-18

S00°35'22"W 1222.37'

HARLEE ROAD

WEST LINE OF NE 1/4 OF SECTION 06-33-18

RIGHT-OF-WAY

NE CORNER OF LANDS  
IN O.R.B. 656, PG 336

S89°24'38"E  
865.00'

(O.R.B. 656,  
PG 336)

S00°35'22"W 525.19'

S89°24'38"E  
53.72'

P.O.B.

EAST LINE OF LANDS IN  
O.R.B. 913, PG 604

(O.R.B. 913,  
PG 604)

50'

NOW OR FORMERLY  
PIN: 593105000

P.O.B.

N55°25'06"E  
10.00'

S34°34'54"E 209.40'  
N34°34'54"W 209.40'

DETAIL  
SCALE: 1" = 100'

S55°25'06"W  
10.00'

140.0'

PARCEL B  
(O.R.B. 1325, PG 3360)

SEABOARD COASTLINE RAILROAD

**10' WIDE FLORIDA POWER  
& LIGHT EASEMENT**  
(CONTAINING 0.05± ACRES)  
(2,094.02± SQUARE FEET)

### LEGEND

- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- PIN: = PARCEL IDENTIFICATION NUMBER
- #-#-# = SECTION-TOWNSHIP-RANGE
- R/W = RIGHT-OF-WAY

THIS SHEET IS NOT VALID WITH ACCOMPANYING SHEET 1.



0 150 300  
SCALE: 1" = 300'

### SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/11/17		06-33-18	1" = 300'	2 OF 2

## DESCRIPTION

A 10.00 FEET WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT LYING WITHIN "PARCEL B", AS DESCRIBED IN OFFICIAL RECORDS BOOK 1325, PAGE 3360 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, IN SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE S.00°35'22"W., ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (1/4), A DISTANCE OF 1222.37 FEET; THENCE S.89°24'38"E., A DISTANCE OF 865.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 656, PAGE 336; THENCE S.00°35'22"W., ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 913, PAGE 604, A DISTANCE OF 525.19 FEET; THENCE S.89°24'38"E., A DISTANCE OF 53.72 TO THE **POINT OF BEGINNING**; THENCE N.55°25'06"E., A DISTANCE OF 10.00 FEET; THENCE S.34°34'54"E., A DISTANCE OF 209.40 FEET; THENCE S.55°25'06"W., A DISTANCE OF 10.00 FEET; THENCE N.34°34'54"W., A DISTANCE OF 209.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2,094.02 SQUARE FEET), MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD, IF ANY.

# EXHIBIT "A"

### NOTES:

1. THIS SHEET IS NOT VALID WITHOUT ACCOMPANYING SHEET 2.
2. THIS SKETCH & ACCOMPANYING DESCRIPTION IS BASED IN PART ON A BOUNDARY SURVEY PREPARED BY ZOLLER, NAJJAR & SHROYER, INC., DATED 12/5/90, JOB NO. 00-12139.

THIS IS NOT A SURVEY

JEFFERY B. MORROW  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6296

DATE SIGNED: 8/15/17

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

### DESCRIPTION TO ACCOMPANY SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/11/17		06-33-18	N/A	1 OF 2

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - September 14, 2017

September 14, 2017 - Regular Meeting  
Agenda Item #25

Approved in Open Session 9/18/17,  
Manatee County  
Board of County Commissioners

Subject

Florida Power and Light Underground Distribution Facilities Installation Agreement for the new freezer facility at the Manatee County Jail located at 14470 Harlee Road, Palmetto, Florida

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, 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

- In February 2017, the Board of County Commissioners approved a Guaranteed Maximum Price (GMP) of \$1,900,000.00 for Halfacre Construction to build a 12,250 square foot pre-engineered metal building that will be utilized for food storage at the Port Manatee Jail.
- Construction began in May 2017 and is scheduled to be completed in November 2017.
- The required easement area needed for the new building is 2,094 square feet. This easement will provide power to the new building/freezer.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

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, Florida 34205.

Please notify Charles Meador at [Charles.meador@mymanatee.org](mailto:Charles.meador@mymanatee.org) and Charles Frazier at [Charles.frazier@mymanatee.org](mailto:Charles.frazier@mymanatee.org) of recording information.

CCC: AR700003

**Distributed by email & original executed Agmt sent to C. Meador by courier mail, 9/20/17, RT**

Cost and Funds Source Account Number and Name  
\$27.00 recording fee. 001-0020505 Property Acquisition Core Fund.

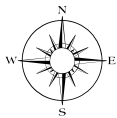
Amount and Frequency of Recurring Costs

N/A

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

Attachment: [FPL Easement.pdf](#)

Attachment: [Location Map.pdf](#)



1 inch equals 650 feet

**MANATEE COUNTY JAIL FREEZER  
10' WIDE FLORIDA POWER & LIGHT EASEMENT**

**District 1 - COMMISSIONER PRISCILLA WHISENANT TRACE**

