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Public Records of  
St. Johns County, FL  
Clerk# 02-040118  
O.R. 1782 PG 1746  
04:18PM 07/10/2002  
REC \$45.00 SUR \$6.00

**RESOLUTION NO. 2002- 116**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN IRREVOCABLE LICENSE TO FLORIDA POWER & LIGHT COMPANY TO INSTALL A UNDERGROUND UTILITY LINE TO THE ST. JOHNS COUNTY FAIRGROUNDS.**

**WHEREAS**, Florida Power & Light Company (hereinafter "FPL") has requested an easement in order to install, maintain and provide a underground utility line to the St. Johns County Fairgrounds (hereinafter "County Fairground"). In place of the requested easement, the County hereby grants FPL an Irrevocable License to use the requested property for such purpose. That property is described as "Florida Power & Light Company 15' Easement" on the map attached hereto as Exhibit "A", incorporated by reference and made a part hereof and shall hereinafter be described as "Licensed Premises"; and

**WHEREAS**, this license will, in part, allow FPL to install a underground utility line to the County Fairground; and

**WHEREAS**, the FPL Tariff, Sheet No. 6.020, Paragraphs 2.8 and 2.9, requires that a customer desiring electric service must provide FPL with access and rights-of-way which in the opinion of FPL are necessary for the rendering of service to the customer and the County has authority to grant such rights, easements, permits and privileges and it is found that it is necessary for protection of the County and the public for the County to grant FPL a license to efficiently provide electrical service to the County Fairgrounds and to satisfy the FPL Tariff requirements.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of St. Johns County, Florida, that St. Johns County, the Licensor, hereby grants to FPL a non-exclusive irrevocable license to use the " Licensed Premises" for purposes mentioned above.

1. The above referenced recitals are found to be true and correct and are incorporated herein by reference.
2. The requested use of the License Premises License is granted subject to the following conditions and limitations:
  - a. The grant of this License shall in no way restrict the right and interest of the Licensor (County) in the use and maintenance of the

*P. Dequade*  
BCC Secretary

“Licensed Premises” to the extent that such use does not interfere with the rights granted herein.

- b. The Licensee (FPL) and its agents shall have the duty to not create any obstructions or conditions of the public property or right-of-way adjoining the “ Licensed Premises” which are or may become unreasonably dangerous to the public, County or its agents or employees.
  - c. The Licensee (FPL) shall be liable for the personal injuries and damages to real or personal property that may result from its use of the “Licensed Premises” and shall defend, hold harmless and indemnify the Licensor, its officers, employees and agents for and from any damages, claims, liability or costs resulting from the exercise of the privileges granted.
  - d. In the event of widening, repair or reconstruction of any County road right-of-way, the Licensor may cause the movement of FPL improvements in or on the Licensed Premises or the reasonable relocation of the Licensed Premises and FPL improvements thereon, at Licensor’s cost.
  - e. The Licensee shall promptly repair any damage or injury to any County property by reason of the exercise of the privileges granted by this License including but not limited to repair of the road or highway, restoring such to a condition at least equal to that which existed prior to the infliction of such damage or injury.
3. Licensee shall have the right to clear and keep the “ Licensed Premises” clear of all trees, undergrowth or other obstructions and to trim and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs in the vicinity of the “Premises” on lands owned by the Licensor which might interfere with Licensee’s use of the “Premises”. Provided however that this provision is subject to compliance with the applicable St. Johns County Tree Ordinances.
  4. The License shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns in perpetuity so long as the electrical service is provided to County via the “Licensed Premises”. Notwithstanding the foregoing, in the event the County desires to sell the subject property to a private landowner or to abandon, vacate or discontinue use of the subject property, the County or private purchaser, to the extent allowed by law, grant FPL an easement reasonably acceptable to FPL as a condition of and prior to or contemporaneous with any sale, abandonment, vacation or discontinuance

of the subject County property served by FPL using this License and which will continue to be served by FPL.

- 5. This License is not intended to confer with any rights not specifically stated herein or not required by the FPL Tariff.
- 6. This License shall be deemed as coupled with an interest once FPL has made substantial expenditures to provide the underground utility line to the County Fairgrounds. As such the parties agree that this License is an irrevocable License except as provided by its terms shall include the right of the County to terminate this License if the Licensee does not correct any of its violation of the provisions hereof within a reasonable time after reasonable notice.
- 7. The County Administrator is hereby authorized to execute the FPL forms attached to this Resolution.
- 8. The Clerk is instructed to record this Resolution together with the original FPL forms in the Official Records of St. Johns County, Florida.

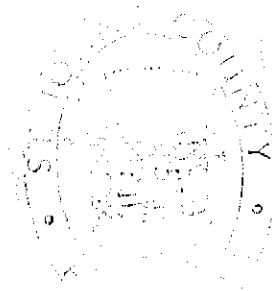
**PASSED AND ADOPTED** this 25 day of June, 2002, by the Board of County Commissioners of St. Johns County, Florida.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant  
James E. Bryant, Chairman

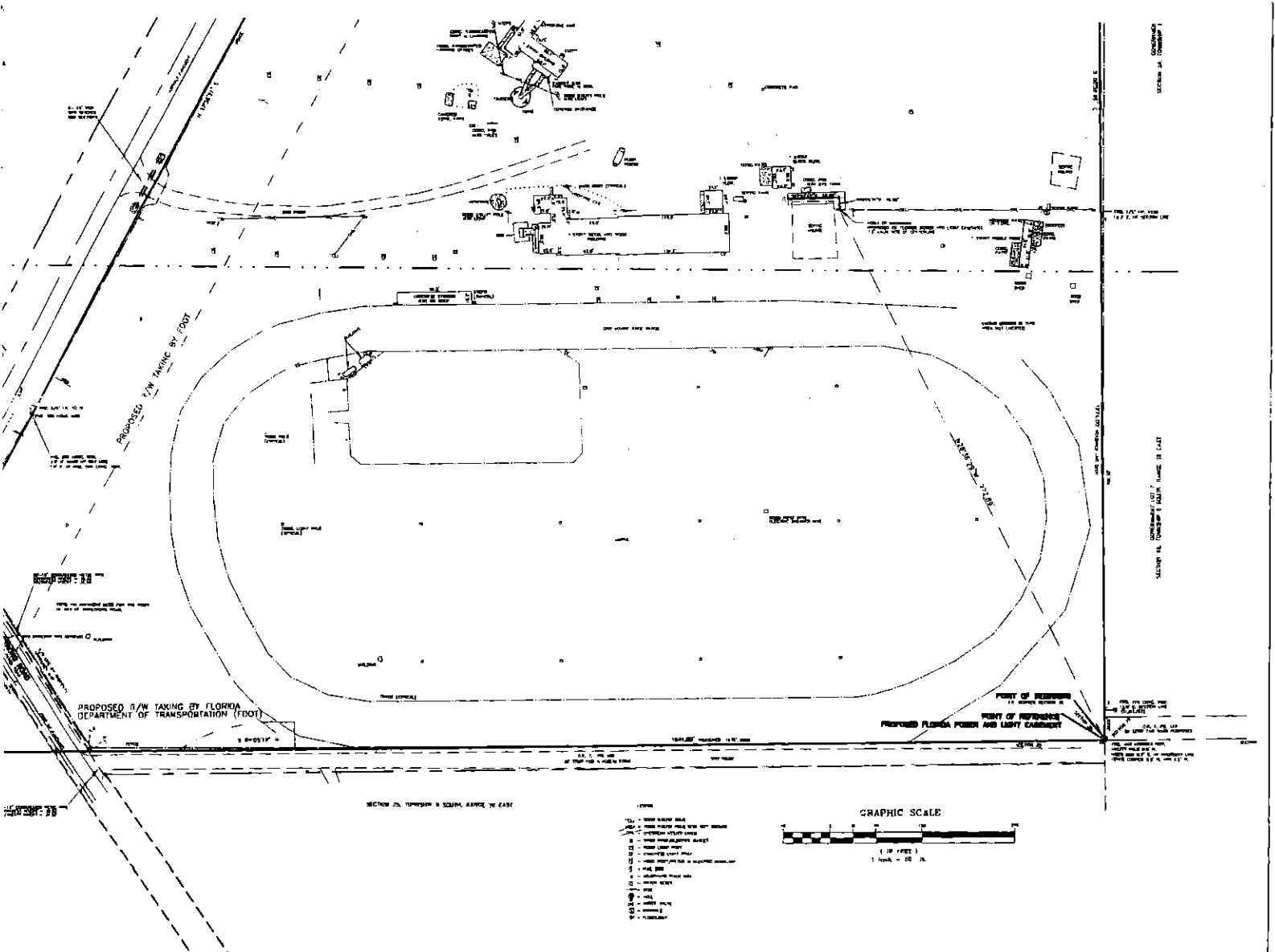
**ATTEST:** Cheryl Strickland, Clerk  
By: Patricia A. Grande  
Deputy Clerk

RENDITION DATE 06-28-02



MAP SHOWING PROPOSED FLORIDA POWER AND LIGHT EASEMENT

A 15 FOOT EASEMENT, LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF THE BARTOLA SOLANA DONATION, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 38; THENCE NORTH 26°36'29" WEST FOR A DISTANCE OF 772.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°06'11" WEST FOR A DISTANCE OF 16.50 FEET; THENCE SOUTH 87°53'49" WEST FOR A DISTANCE OF 66.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE. SAID PARCEL CONTAINING 1238 SQUARE FEET.



AMENDED JUNE 13, 2002 TO SHOW PROPOSED FLORIDA POWER AND LIGHT EASEMENT (ATTACHED SEPARATELY)  
CORRECTED TO SHOW PROPERTY CORNERS  
CORRECTED 11/12/03 TO SHOW SECTIONAL APPROXIMATIONS

200	1/8" = 100 FEET	DRAWN BY: P.H.G.	SUPERVISOR'S CERTIFICATION: I HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARD PRACTICES SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 403.022, FLORIDA STATUTES, AND THAT THE SURVEY PERSON IS A PROFESSIONAL SURVEYOR AND MAPPING ENGINEER TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO REVIEW AND APPROVAL UNDER SECTION 403.022, FLORIDA STATUTES.	<b>ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT</b> <b>SURVEYING AND MAPPING/GIS DIVISION</b> 4080 LEWIS SPEEDWAY - P.O. DRAWER 340 ST. AUGUSTINE, FLORIDA 32084 Phone (904) 822 - 2450	<b>ST. JOHNS COUNTY FAIRGROUNDS</b> <b>BOUNDARY SURVEY</b>
100	1/4" = 100 FEET	SCALE: 1" = 50'			
50	1/2" = 100 FEET	SCALE NAME: FAIRGROUNDS	PROJECT NO.: 11-0001	FIELD SURVEY DATE: 11/13/99 PATRICK GUY, SURVEYOR, P.L.S., 1101 EAST PROFESSIONAL SUITEWAY AND SUITES	SHEET 1 OF 3 FILE NUMBER: C-182
25	3/4" = 100 FEET	FIELD BOOK: 18 PG. 1-300	TITLE FILE NAME: SFA & F&M		

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



OR 1782 PG 1750

Date 7-1-02

Florida Power & Light Company  
303 Hastings Road  
St. Augustine, FL 32084

Re: Installation of Underground Electric Distribution Facilities  
Project: St. Johns County Fairgrounds  
Florida Power & Light Company Job #: 2738-07-121

Dear Linda Clark:

This is to notify you that the site at the aforementioned project is ready for the installation of your underground electric distribution facilities:

1. The underground cable route has been cleared of trees, stumps and other obstructions.
2. The cable route has been filled or cut to within 6" of final grade.
3. Grade stakes have been set along the cable route marked to indicate final grade.
4. Lot lines and corners have been staked as you requested for reference to locate the cable route.
5. Any grade or reference stakes found missing will be replaced by your surveyors at our request.
6. All flooded areas have been drained.
7. All underground facilities have been staked within 2 feet of their location along the cable route. Stakes are marked with depth, size and type of facility.
8. The above conditions will be maintained throughout construction of FPL facilities.

  
Signed for Owner/Developer

BEN W. ADAMS, JR.  
COUNTY ADMINISTRATOR

**UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

This Agreement, made this 6 day of June, 2002, by and between Chuck Alherton/St. Johns 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 St. Johns County Fairgrounds located in Elkton, Florida.

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 \$4947 (the 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 broken down as follows Non-Standard Voltage Underground vs Overhead Differential.
2. That a credit of \$165 shall be provided to the Customer for trenching, backfilling and the installation of Company provided conduit, if applicable, and approved by FPL.
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 120/208 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 installed by FPL 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.

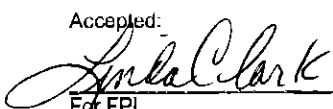
Title to and ownership of the facilities installed by FPL, as a result of this agreement shall at all time remain the property of FPL.

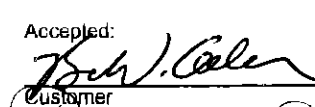

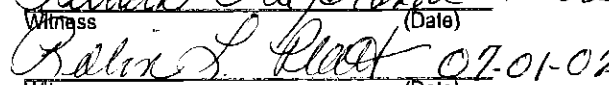
6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordination's required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, at no cost to FPL, prior to FPL's trenching, installation and/or construction of its facilities. FPL may require mortgage subordination's 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 subordination's to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordination's 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.

\*The word "easement" and "easements" as set forth in this agreement shall be hereinafter defined as "license".

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 Copies of the customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL must be either recorded by their 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
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL 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 facility type 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 and installation of Company provided conduit in accordance with FPL specifications.
  
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.

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:  
  
 For FPL (Date) 7/8/02  
 Linda Clark  
 (Print Name)

Accepted: BEN W. ADAMS, ID  
 COUNTY ADMINISTRATOR  
  
 Customer (Date) 7-1-02  
  
 Witness (Date) 07-01-02  
  
 Witness (Date)

\*The word "easement" and "easements" as set forth in this agreement shall be hereinafter defined as "license".



## TRANSFORMER PAD LOCATION AND SPECIFICATION

PROJECT: St. Johns County Fairgrounds  
ADDRESS: 5840 STATE ROAD 207

DATE: June 6, 2002  
FPL JOB # 2738-07-121

### CUSTOMER AGREES TO:

Provide recorded easement for all FPL facilities on Customer's property. FPL will not start construction until these easements are cleared by the customer of all conflicts preventing construction. Should paving, grass, landscaping or sprinkler systems be installed prior to construction of the underground distribution facilities, the customer will bear the cost of restoring it to their original condition.

Provide location and depth information for all underground facilities and fill or cut to within 6 inches of final grade within the easement. (See attached referenced prints.)

Notify FPL representative two weeks in advance of paving schedule so that FPL can install ducts if required.

Make arrangements for location of FPL pads as shown on location sketch. Provide and install secondary service to padmount transformer. Use a maximum of 8 cables per leg. (See pad detail for entrance space availability for customer service cable) Terminate conduits 3 inches above final grade and provide 7 feet of cable per leg beyond the conduit ends for connection to transformer terminals.

Compact and level 3 inches below final grade an area sufficient for the concrete pad. Provide clear space of 8 feet at the front and 4 feet at sides and rear of the transformer pad to allow for a safe working area.

Keep area above transformer pad clear to allow setting transformer with a crane. If current transformers are required, provide and install 1 1/4-inch rigid conduit from CT's to meter location. Maximum horizontal distance from pad to meter is 20 feet.

Provide a clear space 36 inches in front of meters. If built up meter centers are to be used, provide FPL representative with shop drawings of centers and layout sketch of meter room for FPL approval prior to purchase

### FPL AGREES TO:

Provide and install pad and padmount transformer.

Provide and install primary ducts and/or cable from FPL facilities to the padmount transformer.

Provide and install ground rods at the transformer.

Connect customer's service cables to FPL facilities in transformer compartment.

Provide meter wiring when current transformers are required.

Provide 120/208 volt 3 phase service.

\*The word "easement" and "easements" as set forth in this agreement shall be hereinafter defined as "license".



**REPRESENTING CUSTOMER:**

I hereby certify that I am authorized to accept these specifications on behalf of the customer and that I have delivered a copy of these specifications to the customer and all affected contractors.

NAME: *Ben W. Adams*  
(signature)

DATE: 07-01-02

NAME: BEN W. ADAMS, JR.  
(print or type) COUNTY ADMINISTRATOR

TITLE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

**REPRESENTING FPL:**

I hereby certify that I am authorized to accept these specifications on behalf of Florida Power and Light Company.

NAME: *Linda Clark*

DATE: 7/8/02

**UNDERGROUND CONDUIT INSTALLATION AGREEMENT**

This Agreement, made this 6 day of June, 2002, by and between Chuck Atherton/St. Johns 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).

WHEREAS; the 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 the Customer.

**WITNESSETH**

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:

- a) install conduit, cable markers and associated materials provided by FPL in accordance with the instructions and specifications attached to this Agreement;
- b) be solely responsible for the installation of conduit at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;
- c) provide reasonable notification of the conduit installation dates;
- d) 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;
- e) provide survey points for FPL to stake the cable route;
- f) notify FPL when the conduit installation is complete;
- g) provide "as built" prints within two (2) weeks of final installation;
- h) provide for pick-up of materials;
- i) assume liability for materials lost, stolen or damaged once the customer receives material;
- j) assume liability for any 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.


2. FPL shall:

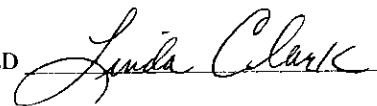
- a) provide written instructions and specifications for the installation of FPL provided conduit;
- b) provide required material to the Customer for the installation of underground facilities within the specified cable route;
- c) provide staking for the Customer along the specified cable route;

- d) apply a credit in the amount of \$165, in the event that the customer has made or has agreed to make a Contribution in Aid of Construction for the underground distribution facilities associated with this Agreement (if the credit exceeds the contribution, or if no contribution is required, a payment shall be made to the customer);
  - e) assume no liability for materials lost, stolen or damaged once received by the customer;
  - f) furnish any additional material at the current 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;
  - j) assume no liability for special incidental or consequential damages of any nature.
3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.
4. Customer agrees to protect, defend, indemnify and hold FPL, its officers, directors, employees, and agents (FPL Entities) free and unharmed from and against any and all claims, liabilities, loss, costs, or damages whatsoever, related to any claim made by tenants, invites, licensees, guests, any other or third parties, including court costs and attorney's fees, whether or not due to or caused in whole or part by the negligence of FPL Entities, resulting from or in connection with the performance of this Agreement by either party hereto to the extent permitted by Florida law.
- IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed to be effective as of the day and year written above.

**APPLICANT:**

**FPL:**

SIGNED   
 NAME BEN W. ADAMS, JR.  
COUNTY ADMINISTRATOR  
 TITLE \_\_\_\_\_

SIGNED   
 NAME Linda Clark  
 TITLE Cust. Proj. Mgr.