

RESOLUTION NO. 2002- 58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN IRREVOCABLE LICENSE TO FLORIDA POWER & LIGHT COMPANY TO PROVIDE ELECTRICAL SERVICE TO THE ST. JOHNS COUNTY CENTRAL RECEIVING/MAIL TRAILER.

WHEREAS, Florida Power & Light Company (hereinafter "FPL") has requested an easement in order to install, maintain and provide electrical power to the St. Johns County (hereinafter "County") Central Receiving/Mail Trailer. 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 10' 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 single phase underground facility and single phase transformer to provide electrical power to the County's Central Receiving/Mail Trailer; 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 Central Receiving Mail/Trailer 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:

Jack - P. Dequade
- Bill Co -

- 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 "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 electrical service to the Central Receiving/Mail Trailer. 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 9th day of April, 2002, by the Board of County Commissioners of St. Johns County, Florida.

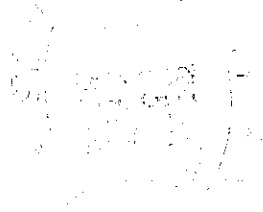
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia Lopez
Deputy Clerk

RENDITION DATE 4-11-02



MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF: Exhibit "A"

10' FLORIDA POWER & LIGHT EASEMENT:

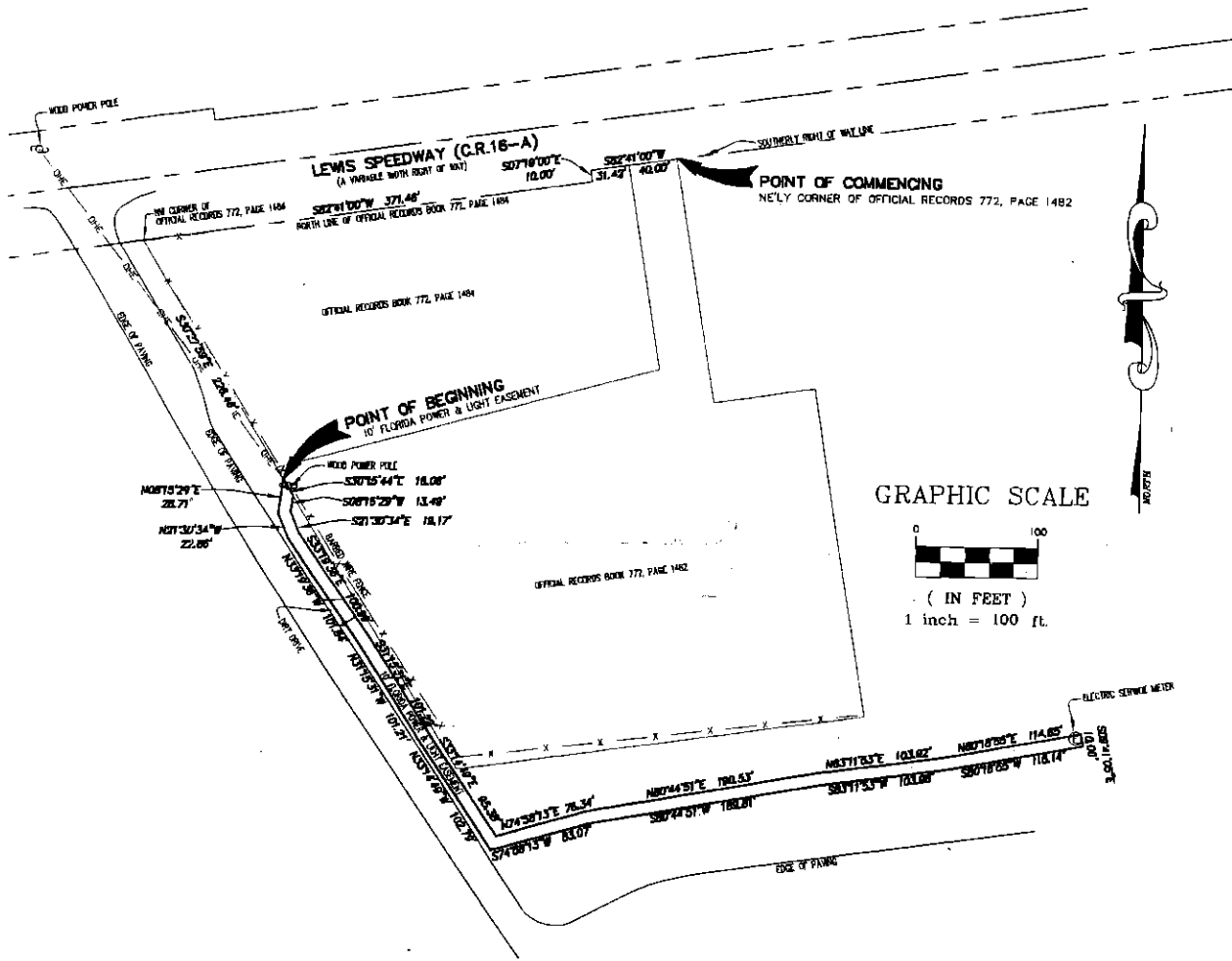
A PORTION OF LAND LYING IN SECTIONS 36 AND 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, BEGIN AT A POINT AT THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 772, PAGE 1482 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY (COUNTY ROAD 16-A), A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 82°41'00" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1482 A DISTANCE OF 40.00 FEET TO THE NORTHEASTERLY CORNER OF OFFICIAL RECORDS BOOK 772, PAGE 1484; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE AND THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1484 THE FOLLOWING THREE (3) COURSES: 1) THENCE CONTINUE SOUTH 82°41'00" WEST, A DISTANCE OF 31.42 FEET; 2) THENCE SOUTH 07°19'00" EAST, A DISTANCE OF 10.00 FEET; 3) THENCE SOUTH 82°41'00" WEST, A DISTANCE OF 371.46 FEET TO THE NORTHWESTERLY CORNER OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1484; THENCE SOUTH 30°22'59" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1484 AND ALONG THE WESTERLY LINE OF OFFICIAL RECORDS BOOK 772, PAGE 1482, A DISTANCE OF 226.46 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°15'44" EAST, ALONG THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1482, A DISTANCE OF 16.06 FEET; THENCE SOUTH 08°15'29" WEST, A DISTANCE OF 13.49 FEET; THENCE SOUTH 21°30'34" EAST, A DISTANCE OF 19.17 FEET; THENCE SOUTH 33°19'36" EAST, A DISTANCE OF 100.99 FEET; THENCE SOUTH 31°15'31" EAST, A DISTANCE OF 101.22 FEET; THENCE SOUTH 33°14'49" EAST, A DISTANCE OF 95.38 FEET; THENCE NORTH 74°58'13" EAST, A DISTANCE OF 76.34 FEET; THENCE NORTH 80°44'51" EAST, A DISTANCE OF 190.53 FEET; THENCE NORTH 83°11'53" EAST, A DISTANCE OF 103.92 FEET; THENCE NORTH 80°18'55" EAST, A DISTANCE OF 114.85 FEET; THENCE SOUTH 09°41'05" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 80°18'55" WEST, A DISTANCE OF 115.14 FEET; THENCE SOUTH 83°11'53" WEST, A DISTANCE OF 103.96 FEET; THENCE SOUTH 80°44'51" WEST, A DISTANCE OF 189.81 FEET; THENCE SOUTH 74°58'13" WEST, A DISTANCE OF 83.07 FEET; THENCE NORTH 33°14'49" WEST, A DISTANCE OF 102.79 FEET; THENCE NORTH 31°15'31" WEST, A DISTANCE OF 101.21 FEET; THENCE NORTH 33°19'36" WEST, A DISTANCE OF 101.84 FEET; THENCE NORTH 21°30'34" WEST, A DISTANCE OF 22.86 FEET; THENCE NORTH 08°15'29" EAST, A DISTANCE OF 28.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 772, PAGE 1482 AND THE POINT OF BEGINNING.

PARCEL CONTAINING 8,326 SQ. FT. OR 0.19 ACRES MORE OR LESS.

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- GENERAL NOTES:
1. BEARINGS ARE BASED ON THE SOUTHERLY LINE OF LEWIS SPEEDWAY AS BEING SOUTH 82°41' EAST, PER OFFICIAL RECORDS BOOK 772 PAGE 1482 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
 2. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY.
 3. OHE=OVERHEAD ELECTRIC

I HEREBY CERTIFY that this map complies with the latest Minimum Technical Standards for Surveys as set forth by the Florida State Board of Professional Surveyors and Mappers, Chapter 61g17-6, Florida Administrative Code; pursuant to Section 472.027, Florida Statutes.

12 MARCH 2002
DATE OF SIGNATURE

Albert D. Bradshaw

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

PRIVETT-NILES and ASSOCIATES, INC.
LAND SURVEYORS - PLANNERS
LICENSED BUSINESS # 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"
ST. AUGUSTINE, FLORIDA 32084
(904) 829-2591 FAX: (904) 829-5070

DRAWN BY: D.M. LARSON
CHECKED: A.D. BRADSHAW
SCALE: 1" = 100'
PROJECT NUMBER 101-094
DRAWING No.: 101-094.dwg
SHEET No. <u>1</u> OF <u>1</u>



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Date 4-9-02

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

Re: Installation of Underground Electric Distribution Facilities
Project: ST. JOHNS COUNTY MODULAR MAIL OFFICE
Florida Power & Light Company Job # 7517-07-136

Dear Priscilla Ejimofor:

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



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Work Order 7517-07-136

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 5th day of December, 2001, by and between St. Johns County, Florida (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 MODULAR MAIL OFFICE located in St Augustine, St. Johns County, 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 \$0 (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 Commerical Tariff for single phase transformer, \$658 plus an additional installation charge for underground primary, \$1783 minus a credit of \$1784 for installation of FPL conduit.
2. That a credit of \$1,784 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 120/240 volt, Single 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.

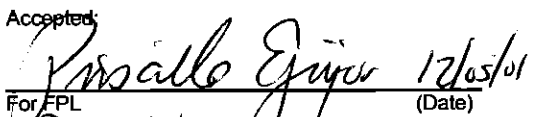
- 7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate 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 Customers final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL 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.


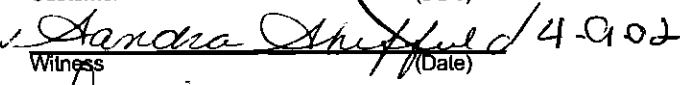

- 8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for 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 (45 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) 12/05/01
 Priscilla Ejimofe
 (Print Name)

Accepted:

 Customer (Date) 4-9-02

 Witness (Date) 4-9-02

 Witness (Date) 4-9-02



UNDERGROUND CONDUIT INSTALLATION AGREEMENT **OR1746PG 343**

This Agreement, made this 5th day of December, 2001, by and between St. Johns County, Florida (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 \$1,784, 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);

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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

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.

TITLE COUNTY ADMINISTRATOR

SIGNED 

NAME Priscilla Ejimofe

TITLE Project Manager



OR1746PG 345

TRANSFORMER PAD LOCATION AND SPECIFICATION

PROJECT: ST. JOHNS COUNTY MODULAR MAIL OFFICE
ADDRESS: 3955 Lewis Speedway

DATE: 12/05/01
FPL JOB # 7517-07-136

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 padmounted transformer.

Provide and install ground rods at the transformer.

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

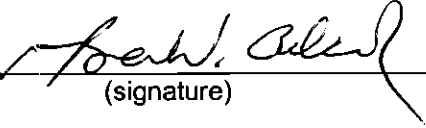
Provide meter wiring when current transformers are required.

Provide 120/240 volt Single Phase service.

REPRESENTING CUSTOMER:

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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: 
(signature)

DATE: 4-9-02

NAME: BEN W. ADAMS, JR.
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: 

DATE: 12/5/01