

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 12, 2006 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department:
 Submitted By: Engineering & Public Works
 Submitted For: Roadway Production Division

PROJECT #1994513B2

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

An additional payment to the AT&T Company (AT&T), not to exceed \$7,119, for the relocation of existing underground telecommunication facilities, as required for the construction of Jog Road/Roebuck Road from south of Roebuck Road to east of Haverhill Road (Project).

Summary: This additional payment to AT&T of up to \$7,119 is required for the relocation of its existing underground facilities, which was necessary for the construction of the Project. Payment to AT&T is required because the facilities were located in an existing recorded perpetual right of way and easement.

District: 2 (M.R.E.)

Background and Justification: This Project was included in the Palm Beach County Five-Year Road Program. Construction of the Project required the relocation of AT&T's underground facilities to a new location outside the existing area of the roadway construction. The existing underground telecommunication facilities were located within an existing 14 foot wide recorded perpetual right of way and easement stated in the Right Of Way Agreement - Florida State Turnpike Authority and American Telephone And Telegraph Company (Official Record Book [ORB] 1197, Pages 143 through 150). Due to these facilities being located inside the existing recorded perpetual right of way and easement within the existing area of roadway improvements, the County is required to compensate AT&T for relocating their facilities. The Palm Beach County Board of County Commissioners (BCC) approved the original payment to AT&T, not-to-exceed \$18,751, on May 6, 2003. As AT&T has submitted a final invoice, payment is now required. Staff has reviewed the invoice and recommends that it be approved.

Attachments:

1. Location Sketch
2. Correspondence of October 26, 2004 from AT&T
3. Palm Beach County BCC Agenda Item No. 3 - C - 3, approved by BCC on May 6, 2003

Recommended by: Ornela G. Fernandez 8/17/06 Jalle
C.T.H. Division Director Date

Approved By: Dy T. W. M. 8/21/06
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$25,870	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	<\$18,751>	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 7,119	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No ____
Budget Acct No.: Fund 3503 Dept. 361 Unit 0493 Object 6551
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 3
Jog Rd/Roebuck Rd=S of Roebuck to E of Haverhill

AT & T Final Invoice - 10/24/2004	\$25,869.41
Estimate - Approved BCC May 6, 2003	\$18,751.00
Fiscal Impact	\$ 7,118.41

C. Departmental Fiscal Review: R. D. Ward 8/8/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Dunt 8.22.06
OFMB
atw 8.22.06
WD 8/22/06
08/22/06

Jim J. J... 8/24/06
Contract Dev. and Control
6 Jan 8/23/06

B. Approved as to Form and Legal Sufficiency:

Paul V. 8/28/06
Assistant County Attorney

This item complies with current
County policies.

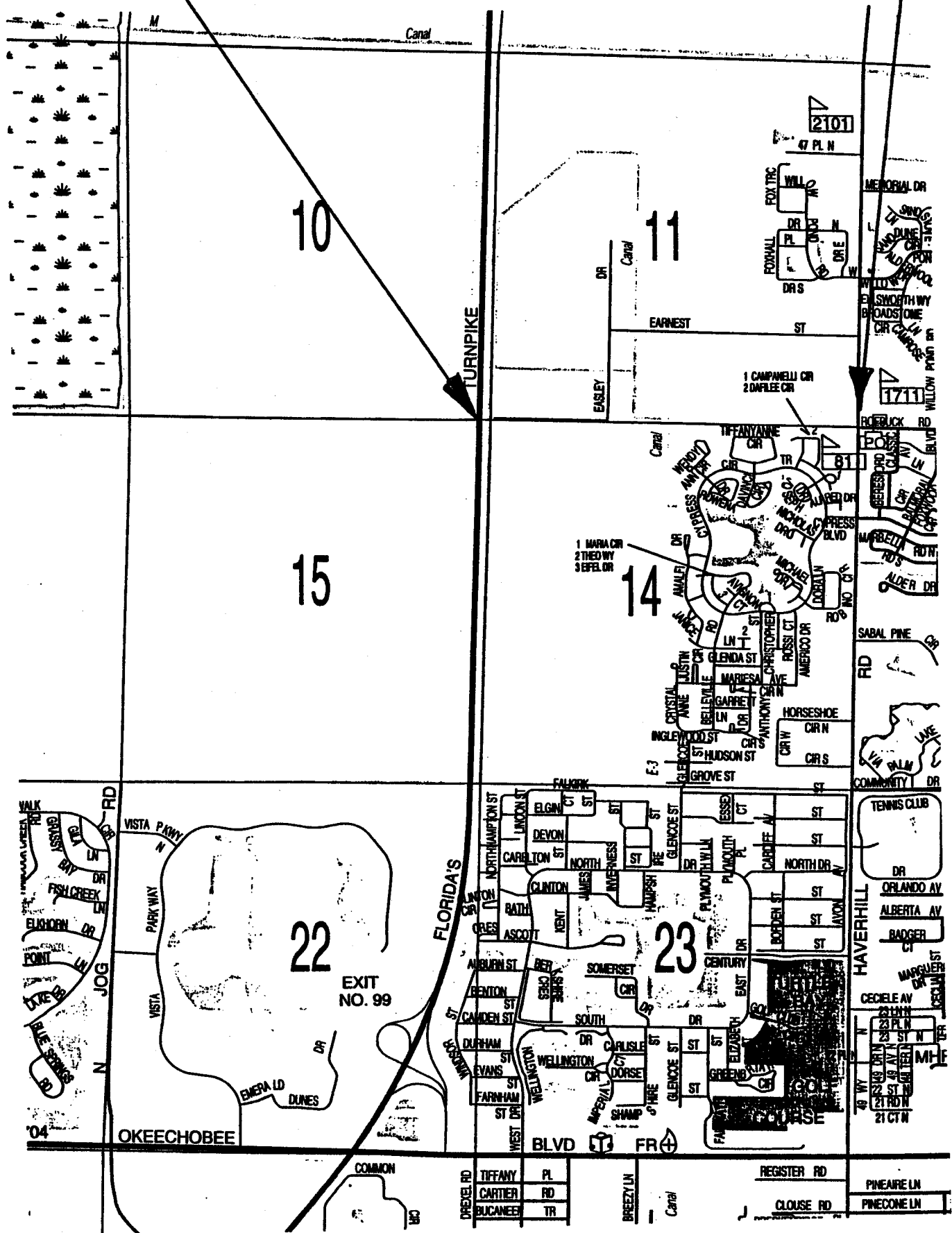
C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

PROJECT LOCATION

PROJECT #94513B2 - JOG ROAD/ ROEBUCK ROAD
S/O ROEBUCK ROAD TO E/O HAVERHILL ROAD
ROADWAY IMPROVEMENTS
(AT&T COMPANY UNDERGROUND FACILITIES RELOCATION)



LOCATION SKETCH

RECEIVED JUN 01 2005

Miscellaneous Billing Services

CITY OF PALM BEACH COUNTY
ATTN: CARL HUSSEY
160 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33406

Invoice Number: MC04100062
Customer Number: A467
Invoice Date: 10/26/2004

Payment Due Date:	11/27/2004
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Total Bill Amount	25,869.41
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Thank you for using AT&T

For Billing Inquiries:

AT&T
OPUS Billing Dept.
Mail Stop: B-G11-103
3033 Chain Bridge Rd.
Oakton, VA 22124-2542

AT&T Tax Id: 134924710

Telephone: 1-800-262-3589

Amounts Over \$100,000.00 must be wired to:
Deutsche Bank Trust Company Americas
ABA #: 021001033
Acct #: 00-436-090; Swift Address: BKTRUS33
Acct Name: AT&T - Online Premier Universal System

**Use wire addendum area to list invoices paid.*

Detach and return this portion with your remittance

CITY OF PALM BEACH COUNTY
ATTN: CARL HUSSEY
160 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33406

Remit Checks To: AT&T - OPUS PO BOX 13132 Newark, NJ 07101-5632
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Invoice Number: MC04100062
Customer Number: A467

Total Bill Amount	25,869.41
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RECEIVED JUN 01 2006

CITY OF PALM BEACH COUNTY
ATTN: CARL HUSSEY

Invoice Number: MC04100062
Customer Number: A467
Invoice Date: 10/26/2004

Description of Charges

Amount

CITY OF PALM BEACH COUNTY ARE PROPOSING TO BUILD A BRIDGE OVER FLORIDA'S TURNPIKE TO CONNECT JOG AND ROEBUCK ROADS (PROJECT # 94513B2) PLANT ADJUSTMENT VIA HORIZONTAL SHIFT 2-2 PVC CONDUIT HOUSING LIVE FIBER & SPLIT STEEL ENCASE. PROJECT #: 69302	0.00
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LABOR	\$	400.00	25,869.41
CONTRACT	\$	25,469.41	
SUBTOTAL	\$	25,869.41	
TOTAL	\$	25,869.41	

PLEASE REFER QUESTIONS TO ANDREA PUCKETT (912) 884-5930 OR
NANCY SPENCE (770) 918-5424

Total			25,869.41
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Agenda Item #: 3 - C - 3

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

*A/G 5-0
Mc/Mc abs.*

Meeting Date: May 6, 2003 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

PROJECT #94513B2

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A payment to the AT&T Company (AT&T) not to exceed \$18,751 for the relocation of existing underground telecommunication facilities as required for the construction of Jog Road/ Roebuck Road from South of Roebuck Road to East of Haverhill Road.

Summary: This payment to AT&T of up to \$18,751 is required for the relocation of the existing underground facilities to allow for the construction of Jog Road/ Roebuck Road from south of Roebuck Road to east of Haverhill Road. Payment to AT&T is required because the facilities are covered by an existing recorded perpetual right of way and easement.

District: 2 (M.R.E.)

Background and Justification: This project (Jog Road/ Roebuck Road - south of Roebuck Road to east of Haverhill Road) is included in the Five Year Road Program. Construction of Jog Road/ Roebuck Road from south of Roebuck Road to east of Haverhill Road requires the relocation of AT&T's underground facilities to a new location outside the existing area of the roadway construction. The existing underground telecommunication facilities are located within an existing 14 foot wide recorded perpetual right of way and easement stated in the Right Of Way Agreement - Florida State Turnpike Authority and American Telephone And Telegraph Company (Official Record Book [ORB] 1197, Pages 143 through 150). Due to these facilities being located inside the existing recorded perpetual right of way and easement within the existing area of roadway improvements, payment is required as a result of construction.

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF MAY 06 2003

Linda C. Hoffman
MINUTES & RECORDS SECTION

Attachments:

1. Location Sketch
2. Letter of February 12, 2003 from AT&T
3. Easement: Florida State Turnpike Authority to AT&T - ORB 1197, Pages 143 thru 150

Recommended by:

Division Director

Date

Approved By:

A. J. T. Williams
County Engineer

4/7/03
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2003	2004	2005	2006	2007
Capital Expenditures	<u>18,751</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>18,751</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____

Budget Acct No.: Fund 393 Agency 361 Org. 0493 Object 6551

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 3 Fund

Jog Rd/Roebuck Rd - Montclair Lakes to Haverhill Rd

Estimate \$17,046.30

Contingency \$ 1,704.63

Fiscal Impact \$18,750.93

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB

Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

LOCATION SKETCH

This is a detailed street map of a residential area in Broward County, Florida, centered around Exit No. 99 of the Turnpike. The map is divided into several numbered sections: 10, 11, 14, 15, 22, and 23. A large diagonal arrow points from the top left towards the center, labeled "TURNPIKE". To the right of the turnpike, there are numerous streets including Memorial Dr, Easley St, Earnest St, and Florida's Blvd. Several houses are shown with their addresses, such as 2101, 1711, 1 MARIA CIR, 2 THEO WY, 3 EFEL DR, and many others. There are also labels for "CANAL" in several places. In the bottom left corner, there is a section labeled "OKEECHOBEE" and "DUNES". In the bottom right corner, there is a "TENNIS CLUB" and a "GOLF COURSE". The map also shows various other streets like VISTA PKWY, PARKWAY, JOG RD, and HAVENHILL. The overall layout is typical of a suburban development with a central thoroughfare and surrounding residential lots.

FEB 11 2003



P.E.A., Inc. - Engineering Field Office, Orlando

5422 Carrier Drive
Orlando, FL 32819
(407) 248-3445 office
(407) 248-3447 fax
Email: bham@pea-inc.net

February 12, 2003

Mr. Carl L. Hussey
Utility Coordinator
Roadway Production Division
Palm Beach County Dept. of Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

RE: **AT&T Re-submittal for 2003 Revised Relocation Schedule:**
Jog Rd / Roebuck Rd. - South of Roebuck Rd. to East of Haverhill Rd.
Palm Beach County Project # 94513B2

Dear Mr. Hussey,

I have transferred the previously submitted relocation schedule documentation onto your revised form. As previously stated, AT&T has an exclusive easement within the Turnpike right-of-way and thus would require reimbursement for work performed. My past transmittal to you included an estimated \$17,000 construction / engineering cost as well as a copy of the easement agreement which should satisfy line 16 of the relocation schedule.

Any questions may be directed to myself or Robert Wadley @ (770) 335-8259

Cordially,

A handwritten signature in black ink, appearing to read "Bill Ham", is written over the typed name and title.

Bill Ham
Senior Project Manager
AT&T Maintenance

Enclosures

CC: Robert Wadley (AT&T)
Gwen Frisk (AT&T)
R. Miller (AT&T)

(file #00-01-018)

1 of 4

3153

3 C 3

Prepared by P.E.A. of Florida

Itemization of AT&T Construction Cost Estimate for :

Jog Rd. / Roebuck Rd. - South of Roebuck Rd. to East of Haverhill Rd.
Palm Beach County Project # 94513B2

PEA # 00-01-018

Item No	Description	Unit	Est. Qty.	Unit Price	Amount
1	Mobilize	Each	1	\$1,200.00	\$ 1,200.00
2	Horizontal shift exist. 2-2" conduit to 3'	LnFt	115	\$ 12.00	\$ 1,380.00
3	Furnish & Install split steel to exist. 2-2" conduit	LnFt	100	\$ 21.00	\$ 2,100.00
4	Coax/Copper cable removal	LnFt	115	\$ 8.10	\$ 931.50
5	Well point	Each	3	\$ 825.00	\$ 2,475.00
6	Compaction test	Each	2	\$ 150.00	\$ 300.00
7	Pavement removal and replacement	SqYd.	70	\$ 52.00	\$ 3,640.00
				Subtotal	\$ 12,026.50

Sheet 2

Itemization of AT&T Contract Engineering Cost Estimate for :
Jog Rd. / Roebuck Rd. - South of Roebuck Rd. to East of Haverhill Rd. PEA # 00-01-018
Palm Beach County Project # 94513B2

1	Contract Engineering / Asbuilt Project Engineer	Hrs	50	\$ 55.00	\$	2,750.00
	Engineering / Design	LnFt	115	\$ 0.45	\$	51.75
	Utility / Right-of-way Research	LnFt	0	\$ 0.12	\$	-
	Route Survey	LnFt	0	\$ 0.58	\$	-
	Control Survey (GPS)	LnFt	115	\$ 0.25	\$	28.75
	CAD Construction dwgs	LnFt	115	\$ 0.32	\$	36.80
	Asbuilt Cable Records	LnFt	115	\$ 0.35	\$	40.25
2	Permit Acquisition	Hrs	20	\$ 40.00	\$	800.00
3	Construction Staking	LnFt	115	\$ 0.15	\$	17.25
4	Asbuilt Inspection	Hrs	35	\$ 37.00	\$	1,295.00
5	Per Diem & travel cost	Ea	1	\$ 250.00	\$	<u>250.00</u>
	Subtotal				\$	5,019.80

Sheet 3

Itemization of AT&T Project Cost Estimate for :
Jog Rd. / Roebuck Rd. - South of Roebuck Rd. to East of Haverhill Rd.
Palm Beach County Project # 94513B2

PEA # 00-01-018

1	Contract Engineering	\$	5,019.80
2	Construction	\$	12,026.50
<hr/>			
total		\$	17,046.30

4707 PAGE 5523
BOOK 283 PAGE 77
LAKE COUNTY

67 PAGE 590 S
LAKE COUNTY

1197 PAGE 143 PALM BEACH COUNTY

17470 RECORDED
JUN 11 9 49 AM 1965
ORANGE COUNTY

65- 67427
APR 30 11 43 AM '65
130
3944
10

RIGHT OF WAY AGREEMENT
BROWARD COUNTY
FLORIDA STATE TURNPIKE AUTHORITY

and,

AMERICAN TELEPHONE AND TELEGRAPH COMPANY
OKEECHOBEE COUNTY
BOOK 89 PAGE 549

9041

This Agreement, made and entered into this 14th day of April, 1965, by and between FLORIDA STATE TURNPIKE AUTHORITY, a statutory organization of the State of Florida, hereinafter called Grantor, and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, having an office at 100 Edgewood Avenue, N.E., Atlanta, Georgia 30308, hereinafter called Grantee:

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate and premises located in the Counties of Sumter, Lake, Orange, Osceola, Indian River, Okeechobee, Saint Lucie, Martin, Palm Beach, Broward, and Dade, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as "Sunshine State Parkway"; and

WHEREAS, Grantor, as owner of the real property in connection with said Highway, has the full right and power to grant easements and rights of way in, upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement and right of way in connection with the installation, maintenance and operation of underground communications system for the transmission of intelligence; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement and right of way for such purposes, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the money hereinafter specified, the parties do agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, a perpetual right of way and easement to construct, operate, maintain, modify, enlarge, replace and remove an underground communications system consisting of one main cable and such auxiliary and appurtenant cables as shall be required, with wire, surface cabling, terminals, manholes, markers and other appurtenances, through lands of Grantor on the "Sunshine State Parkway", situated in the Counties of Sumter, Lake, Orange, Osceola, Indian River, Okeechobee, Saint Lucie, Martin, Palm Beach,

- 1 -

ART. VAN B. HULSH & CALL

OFFICIAL RECORD

BOOK 214 PAGE 908

1 of 8

3157

3 C 3

65 JUN 4 AM 10:42
LAKE COUNTY
65 JUL 30 AM 10:12
LAKE COUNTY

BOOK 258 PAGE 88
LAKE COUNTY

67 PAGE 591 SUMMIT COUNTY

P.R. 1450 PC 316
ORANGE COUNTY

BOOK 1197 PAGE 144 PALM BEACH COUNTY

Broward and Dude, State of Florida, said right of way and easement and lands traversed described as follows:

OFF REC 3057 PAGE 763 BROWARD COUNTY

Beginning at a point on the East boundary of said Sunshine State Parkway, approximately 500 feet south of the Wildwood Toll Plaza, in Section 18, Township 19 South, Range 28 East, in Sumter County, Florida, then to a point in the Median Strip of said Parkway, then in a Southerly direction within the Median Strip to a point near the beginning of said Parkway, then in an Easterly direction to the East boundary of said Parkway in Section 84, Township 52 South, Range 41 East, Dade County, Florida. In the Wildwood-Pt. Pierce section of the Parkway to Mile Post 110 where said Median Strip is 40 feet wide, said right of way and easement shall be twenty (20) feet wide, adjacent and parallel to the northbound, inside traffic lane, and in the Pt. Pierce to North Miami section, Mile Post 110 to beginning of said Parkway where said Median Strip is 20 feet wide, said right of way and easement shall be fourteen (14) feet wide, adjacent and parallel to the northbound, inside traffic lane. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the Median Strip as aforesaid, it shall be placed in such locations as shall be agreed upon between Grantee and Grantor's Chief Engineer.

It is the intent of the Grantor and Grantee that no more than one main cable shall be installed on the easement hereinabove granted; that auxiliary and appurtenant cables are those short sections of cable between the main cable and repeater stations or other points off the easement; that the right to replace does not include the right to substitute the main cable or any major segment thereof with a new and different cable but relates generally to replacement of equipment and facilities for maintenance purposes; that the right to enlarge the system refers to the installation of additional equipment at existing repeater station points and at repeater station points which may be added on the easement to increase the capacity of the existing facilities; further, that any major maintenance, replacement, modification or removal of said communications system will be done only in a reasonable manner mutually acceptable to Grantor and Grantee.

2. Grantee shall pay Grantor for said right of way and easement the sum of One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000).

3. The rights herein granted include, without limitation, (1) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said communications system, at such points as shall be necessary and desirable in the opinion of Grantee, provided that the rights granted above shall not apply to vehicles which shall enter and leave only at toll plazas, and; (2) except under conditions covered by Paragraph 8, Changes or Improvements in the Parkway, there shall be no structures or encroachments placed or permitted on Grantee's twenty (20) foot and fourteen (14) foot right of way and easement without the written consent of Grantee. It is further understood and agreed that no parallel paving shall be placed on Grantee's said right of way and easement.

4. Special Conditions.

In connection with the construction, operation and maintenance of the said communications system, the Grantee agrees to:

- Construct crossings of access roads, fills, underpasses or other structures in

— 2 —

ST. LUCIE BOOK 123 8

BOOK 4707 PAGE 554

67 PAGE 592 SU 1R COUNTY

BOOK 1450 PAGE 317
ORANGE COUNTYBOOK 288 PAGE 189
LAKE COUNTYBOOK 1197 PAGE 145 PALM BEACH
COUNTY

the manner and at such locations as shall be agreed upon by Grantee and Grantor's Chief Engineer.

- b. Secure all required permits for State and County Road crossings and ditch, stream, canal and railroad crossings, from the respective state, county, railroad, drainage district or other authority, and construct such crossings in strict accordance with such permits.
- c. Maintain, including seeding, all backfill and other areas affected by construction until they are restored as nearly as reasonably possible to the condition existing prior to construction and to the satisfaction of Grantor's Chief Engineer.
- d. Reimburse Grantor for costs incurred for maintenance crews doing immediate repair and restoration work on the Parkway during construction of the communications system.
- e. Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices required by either Grantor or Grantee during construction or maintenance work.
- f. Reimburse Grantor for all costs incurred in furnishing Police Officers assigned to traffic control duty during construction of the communications system.
- g. Abide by all reasonable regulations for traffic control as promulgated by the Turnpike Police.
- h. Release and hold harmless the Grantor for any damage to telephone lines or cables, water, electric, sewer, or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said communications system.
- i. Reimburse Grantor for all costs incurred for one inspector on the job during construction.
- j. Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.
- k. Pay all lawful taxes legally due and owing on said communications system.

5. Grantee assumes full responsibility for all injuries to, or death of, any persons and for damages to property and for all claims, losses or expenses which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all claims, losses, expenses or suits for such injuries, death or damages and may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of Grantor any suit brought against Grantor for any such damage, injury or death.

6. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the Grantor in the land to

OFFICIAL RECORD
BOOK 214 PAGE 911
Orange County

288 PAGE 150
LAKA COUNTY

REF. 67 PAGE 593 SUMT COUNTY

REF. 1197 PAGE 146 PALM BEACH COUNTY

be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said "Sunshine State Parkway" except approximately one mile of land through the Seminole Indian Reservation near the City of Dania, in the County of Broward, State of Florida; and except certain State and County road crossings and ditch, stream, canal and railroad crossings as set forth in paragraph 4b above. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.

7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from Grantor, to immediately perform any repair work on said Sunshine State Parkway, its access roads, or other improvements, or other property of Grantor which may be affected by Grantee in the exercise of the rights granted hereunder, Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.

In the event it shall become necessary to rearrange or relocate said communications system to accommodate changes or improvements on the Sunshine State Parkway and such rearrangements or relocations are reasonably required for such purposes, they will be made by Grantee at its expense upon receipt of written notice from Grantor to do so; provided however, that if Grantee shall fail to do such work, and within thirty (30) days of receipt of such notice, fail to inform Grantor of its intention to do so and furnish Grantor with a reasonable schedule for doing such work, Grantor shall have the right, at its option, to perform said work, at the risk and expense of the Grantee. The provisions of this section are for the exclusive protection of the Grantor, nearby municipalities and counties through which the Sunshine State Parkway is located and shall not apply to any conflict of Grantee's facilities with improvements contemplated or requested by any other parties. Notices to Grantee shall be sent to American Telephone and Telegraph Company, Area Chief Engineer, 100 Edgewood Avenue, N.E., Atlanta, Georgia 30303. In construing this Paragraph, it is understood Grantor will fully cooperate with Grantee to the end that such changes and relocations of Grantee's communications system may be held to the minimum necessary to accomplish Grantor's purposes; and when an alternative method or methods are possible, and in the judgment of the Grantor are substantially equal in cost and feasibility, and such judgment is reasonable, such alternative method or methods will be adopted and Grantee's communications system permitted to remain in place or with a minimum of disturbance.

9. In the event that the said Sunshine State Parkway or any portion or part thereof should ever be designated as part of the Public Highway System, including but not limited to the Federal Interstate System of Highways, and be taken under the control of some authority other than Grantor, or pursuant to which Grantor should be under the jurisdiction of others, and under such circumstances as to bring any removal or relocation of the communications system to be constructed hereunder within the coverage of the provisions of any law which provides for or authorizes the payment, repayment or reimbursement of costs of such removal or relocation from Public Funds, including but not by way of limitation, Section III of Federal Aid Highway Act of 1956, being Public

- 4 -

ST. LUCIE H.R. BOOK 123 10

OFFICIAL RECORD
BOOK 214 PAGE 912
Orange County

OFF REC 4707 PAGE 1008
 D.R. BOOK 288 PAGE 191
 LAKE COUNTY

OFF REC 67 PAGE 594
 D.R. BOOK 288 PAGE 191
 LAKE COUNTY

OFF REC 1450 PAGE 319
 D.R. BOOK 288 PAGE 191
 LAKE COUNTY

OFF REC 1197 PAGE 147
 D.R. BOOK 288 PAGE 191
 LAKE COUNTY

OFF REC 3057 PAGE 766
 D.R. BOOK 288 PAGE 191
 LAKE COUNTY

Law 627 of the 84th Congress, any amendment or reenactment thereof, then, in such event, Grantee or its assigns, upon complying with all terms and conditions of the law and rules and regulations adopted pursuant thereto, shall be entitled to receive reimbursement of the cost of such removal or relocation of such communications system to the extent such payment is provided for under such law.

10. The rights herein granted to Grantee may be assigned or transferred in whole or in part to any company allied or associated with Grantee; provided however, that such assignment or transfer shall not relieve Grantee of any of the duties, obligations or liabilities imposed upon Grantee by this instrument.

11. Grantee will, if requested by Grantor, file with Grantor and its Trustee copies of all contractor's performance bonds affecting any work or service in connection with the construction of the communications system on the easement herein granted.

12. The actual physical work of constructing and installing the communications system cable in the trench and backfilling the trench, upon and within the easement hereby granted, shall be carried out within the period of April 10 through November 20 in either the year 1966 or the year 1967, or partly in both of said years, subject to the following conditions and restrictions:

(a) For the purpose of this Agreement said communications system shall be considered completed when the trench has been backfilled and the grading and seeding work completed to the extent that conditions permit and as agreed upon by Grantee and Grantor's Chief Engineer.

(b) That if such construction and installation work shall be commenced between April 10 and November 20, 1966, and not completed during said period, the time for completion of said system in 1967 shall be limited to the number of days computed by deducting the number of days elapsed between the starting and stopping of work from the total number of days in said period of April 10 to November 20, 1966, plus 20 days.

(c) If Grantee does any such construction and installation work after November 20, 1966, and before April 10, 1967, or after November 20, 1967, or in any days in the year 1967 in excess of those computed for the limitation set forth in 2. above, Grantee shall pay Grantor a penalty of \$2500 per day for each full day of such work; provided however, that in the Ft. Pierce Interchange to Miami section, under no circumstances shall Grantee carry out such construction and installation work, as above defined, after November 20 or before April 10. The time in which work may be done without such penalty shall be extended for the number of days that delay in completion of the work is caused by Acts of God, war (declared or undeclared), national emergency, the public

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OFFICIAL RECORD
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LAKE COUNTY

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PALM BEACH COUNTY

404 581 0213
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ORANGE COUNTY

enemy insurrections, strikes, acts or requests of Grantor, or other causes not within the control of Grantee.

DATED the day and year first above written.

OKEECHOBEE COUNTY
C.R. BOOK 89 PAGE 554

ATTEST:

By:

FLORIDA STATE
TURNPIKE AUTHORITY

J. Charles Gray, Chairman

GRANTOR

Dan Byrd
Dan Byrd, Secretary

Witnesses:

Nancy L. Cooper
E. W. Warrumbach

ATTEST:

H. A. Fisher
Assistant Secretary

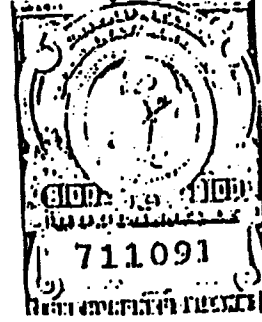
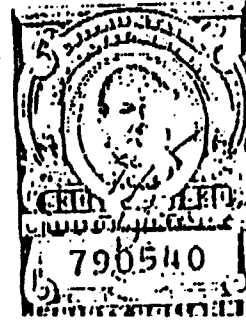
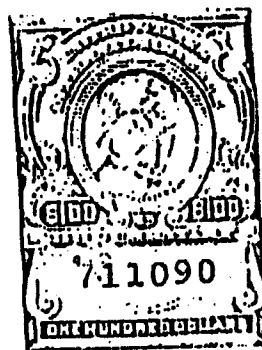
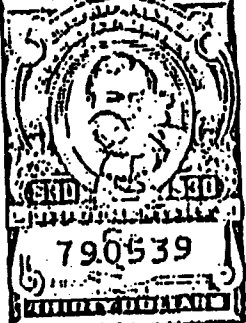
Witnesses:

Nancy L. Cooper
E. W. Warrumbach

AMERICAN TELEPHONE AND
TELEGRAPH COMPANY

By:

G. C. Bill, General Manager



ST. LUCIE D.R. BOOK 123 12

FILED & RECORDED IN THE
RECORDS OF ORANGE COUNTY
FLORIDA, RECORD BOOK 288

1985 MAY -5 PM 3:31

Robert M. March
CLERK OF ORANGE COUNTY

OFFICIAL RECORD
BOOK 214 PAGE 914

REC. 4707 PA 558
BOOK 288 PAGE 133
LAKE COUNTY

REC. 67 PAGE 596 SUMTER COUNTY

C.R. 1450 PG 321
ORANGE COUNTY

REC. 3057 PAGE 768 BROWARD COUNTY

REC. 1197 PAGE 149 PALM BEACH COUNTY

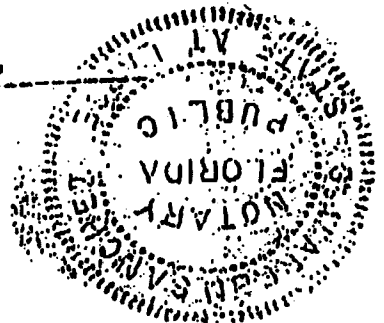
STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. CHARLES GRAY, to me known to be the person described in and who executed the foregoing instrument as the Chairman of the Florida State Turnpike Authority, and acknowledged before me that he executed the same as such officer in the name and on behalf of said Florida State Turnpike Authority.

WITNESS my hand and official seal in the County and State last aforesaid this
14 day of April, 1965.

E. W. ...
Notary Public

Notary Public, State of Florida at Leon
My Commission Expires July 27, 1966
Bonded By American Fire & Casualty Co.
7-27-66



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R. 89 PAGE 555
BOOK ...

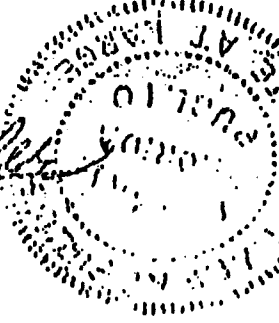
STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DAN BYRD, to me known and known to be the person described in and who executed the foregoing instrument as the Secretary of the Florida State Turnpike Authority, and acknowledged before me that he executed the same as such officer in the name and on behalf of said Florida State Turnpike Authority.

WITNESS my hand and official seal in the County and State last aforesaid this
14th day of April, 1965.

Mary A. Fuller
Notary Public

7-27-66
Notary Public, State of Florida at Leon
My Commission Expires July 27, 1966
Bonded By American Fire & Casualty Co.



O.R. 122 12

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REC 288 PALM BEACH COUNTY

REC 67 PALM BEACH COUNTY

ORANGE COUNTY

REC 3057 PAGE 769 BROWARD COUNTY

REC 1197 PAGE 150 PALM BEACH COUNTY

STATE OF FLORIDA
COUNTY OF ~~LAKE~~

OFFICIAL BOOK 214 PAGE 916

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared G. C. BILL, to me known and known to be the person described in and who executed the foregoing instrument as General Manager of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this

14 day of April, 1965.

Edward Sereb
Notary Public

OKEECHOBEE COUNTY
D.R. BOOK 89 PAGE 556

Notary Public, State of Florida at Large
My Commission Expires July 27, 1966
Bonded By American Fire & Casualty Co.
7-27-66



STATE OF NEW YORK
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. A. FISHER, to me known and known to be the person described in and who executed the foregoing instrument as Assistant Secretary of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

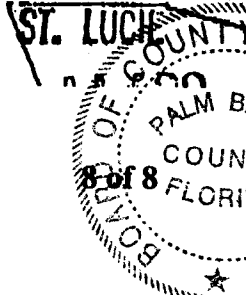
WITNESS my hand and official seal in the County and State last aforesaid this

16 day of April, 1965.

Robert M. Barry
Notary Public

ROBERT M. BARRY
Notary Public, State of New York
No. 60-0170975

Qualified in Westchester County
Duplicate Filed in New York County
STATE OF FLORIDA, COUNTY OF PALM BEACH
SHARON R. BOCK, Clerk & Comptroller certify
this to be a true and correct copy of the original
filed in my office on May 6, 2003
dated at West Palm Beach, FL on 3/29/06
By *Diane Brouse*
Deputy Clerk



BOOK 160 PAGE 630
RECORDED

1965 JUN 30 10:32
CENTRAL

RALPH HARRIS
CLERK CIRCUIT COURT
By *Phillips*
Palm Beach County
Fla.

FILED FOR RECORD
OKEECHOBEE COUNTY, FLA.

1965 JUL 13 AM 13:17
HAYNESE E. WILLIAMS
CLERK OF CIRCUIT COURT

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