

AGENDA ITEM #

6-B-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008

{ } Consent { X } Regular
{ } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: County Engineer

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board direction: regarding the use of Palm Beach County (County) road rights-of-way (ROW) by Florida Power and Light Company (FPL) to provide underground electric utility service (Underground Facilities) to communities on a case-by-case basis, when the community will be responsible for any future relocation costs, if and when, relocation is requested by the County.

If the Board supports the above:

Staff recommends motion to approve: A Right-of-Way Agreement for Underground Extensions with FPL and Frenchman's Creek, Inc. (Frenchman's) regarding: 1) the use of County ROW for the purposes of installing and operating Underground Facilities without the usual obligation for FPL to pay for any future relocation costs, if and when, the County requests the relocation of the Underground Facilities and 2) reimbursement by Frenchman's for relocating the Underground Facilities, if and when, requested by the County.

SUMMARY: Staff is requesting direction regarding this matter because it is a departure from County policy. Under current practice, public utilities permitted to locate in County ROW are responsible to pay for any relocation costs. In what Staff anticipates is the first of its kind in unincorporated Palm Beach County, Frenchman's has requested and will pay FPL to provide Underground Facilities to serve their community. This will require locating the Underground Facilities within County ROW, with the FPL requirement that they would not be responsible for relocation costs if the County ever requires FPL to relocate some or all of the Underground Facilities. Instead, Palm Beach County would be responsible for those costs. As part of this agreement, Frenchman's has agreed to reimburse the County for costs associated with relocating the Underground Facilities, if the County ever directs FPL to do so. Countywide (MRE)

Background and Justification: FPL's policy regarding the installation of Underground Facilities for communities include a provision that releases FPL from any costs resulting from future relocation of the Underground Facilities when requested to relocate by another entity, including the County. However, Frenchman's has agreed to cover all such relocation costs when requested to do so by the County. Frenchman's is planning to pay FPL to install and operate Underground Facilities to service their community. The Underground Facilities are planned to be located within County ROW along Prosperity Farms Road from Country Oaks Lane to Hood Road and then west along Hood Road to Frenchman's property. Both roads currently utilize a 2/3 lane undivided cross section with associated turn lanes. The 2030 Metropolitan Planning Organization long-range plan, which assumes complete area buildout, and the Future 2020 Roadway System Map in the Comprehensive Plan support a 2/3 lane cross section. It is not anticipated that the County would ever need to widen the two affected roads enough to require relocation of the Underground Facilities. Use of this ROW for this purpose improves the area's utility infrastructure and, has the potential to minimize disruption during and after hurricane caused widespread power outages.

Attachments:

1. Location Map
2. Right-of-Way Agreement for Underground Extensions (3)

Recommended by: _____

Division Director

Date

Approved By: _____

County Engineer

Date

Sy T. Wehl

7/14/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: See Comment Section B.

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	* \$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget?

Yes

No. _____

Budget Acct No.: Fund____ **Dept.**____ **Unit**____ **Object**____
Program

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. J. Ward 7/2/08

III. REVIEW COMMENTS

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

A. OMB Fiscal and/or Contract Dev. and Control Comments:
Any costs incurred would be reimbursed by development.

Atwillite 7-17-08
OFMB
50 7/17/08 CN 1/17/08

Dr. J. Swartz 7/18/08
Contract Dev. and Control

Contract Dev. and Control

This Agreement would
put restoration obligations
on the County.

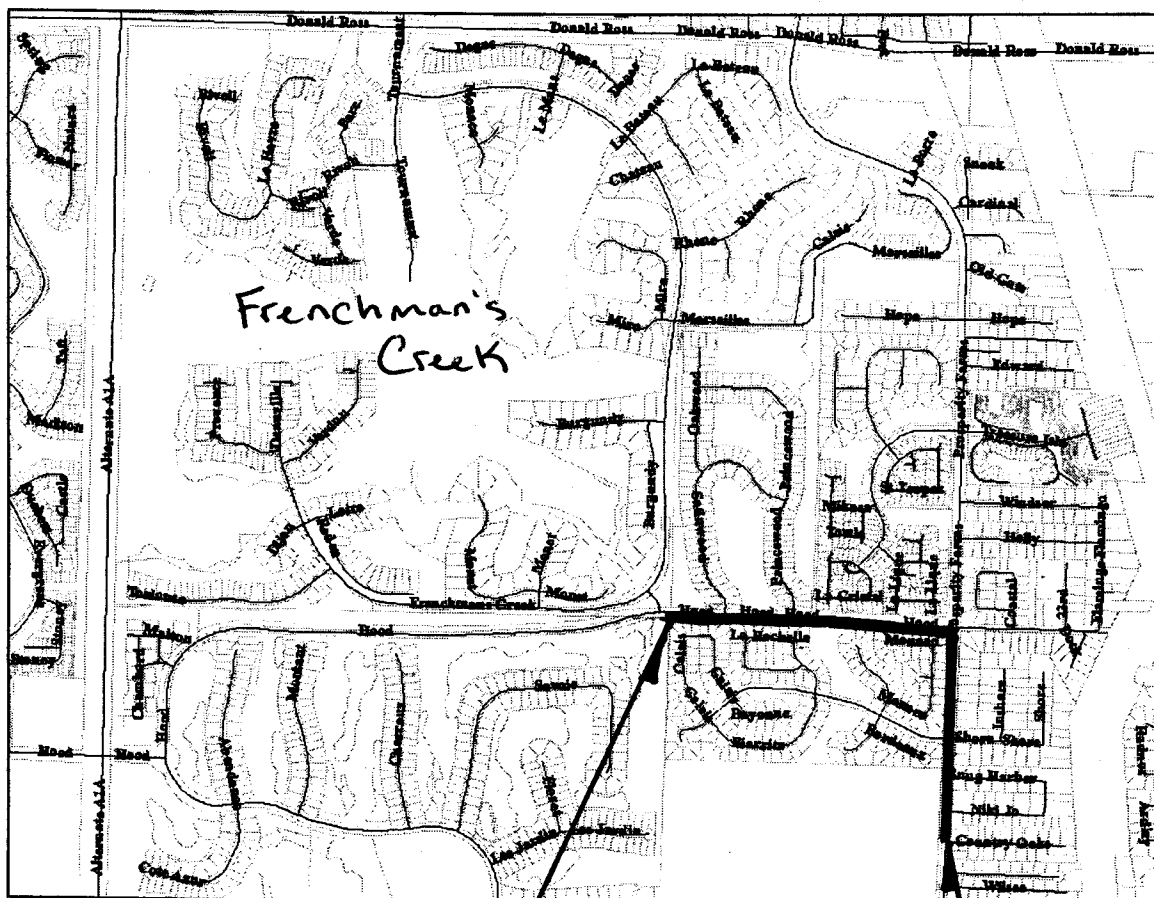
**B. Approved as to Form
and Legal Sufficiency**

Marlene R. Platt 7/19/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



END
UNDERGROUND
FACILITIES
Location Sketch

BEGIN
UNDERGROUND
FACILITIES

**RIGHT-OF-WAY AGREEMENT
FOR UNDERGROUND EXTENSIONS**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2008 by and between **BOARD OF PALM BEACH COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (the "COUNTY"), with an address of 301 N. Olive Avenue, West Palm Beach, FL 33401; **FRENCHMAN'S CREEK, INC.**, a Florida not-for-profit corporation ("**FRENCHMAN'S**") with an address of 13495 Tournament Drive, Palm Beach Gardens, FL 33410; and **FLORIDA POWER & LIGHT COMPANY ("FPL")**, a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the County, at the request of **FRENCHMAN'S** has made a determination that installing certain underground electric utility facilities within its rights of way will provide more reliable electrical service to the community.

WHEREAS, the County will allow, on behalf of and in order to benefit **FRENCHMAN'S** and the community, that FPL install the underground distribution facilities extension within the following boundaries (the "Extension");

Along Prosperity Farms Road from Country Oaks Lane North to Hood Road and then along Hood Road from Prosperity Farms Road West to the **FRENCHMAN'S** Creek Community North of Hood Road, including but not limited to, transformers, and switch cabinets (collectively, the "**Underground Facilities**") and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (hereinafter, "**County ROW**" or "**ROW**") (the Underground Facilities and the ROW are more fully described in the legal description and feeder route survey attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, **FRENCHMAN'S** has agreed to pay FPL the cost of such Extension as required by FPL's electric tariff and has further agreed to pay COUNTY the costs of future relocation or rearrangement of the Extension; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement and FPL's electric tariff, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

2. **Conditions Precedent to Placement of Underground Facilities in ROW.**

(a) County and **FRENCHMAN'S** covenant, represent and warrant that:

- (i) County and FRENCHMAN'S has full legal right and authority to enter into this Agreement;
 - (ii) County and FRENCHMAN'S has full legal right and authority to take all actions and measures necessary to fulfill their respective obligations under this Agreement;
 - (iii) County hereby authorizes the use of the ROW identified in Exhibit "A" by FPL for the purposes stated herein.
- (b) All applicable County permits for FPL to install, construct, or maintain the Underground Facilities in the ROW will be reviewed, approved and issued by the County on a timely basis after receipt of acceptable design plans and complete permit application package.
 - (c) The County has reviewed and approved the design as it relates solely to the permitting process and the location of the Underground Facilities in the ROW and agrees that said documents are in compliance with the County's operational and safety guidelines, codes and standards, if any. See drawings made part of this Agreement and attached as Exhibit "C".
 - (d) FRENCHMAN'S agrees to provide, at its expense, a legal description that is acceptable to FPL and County of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities, as well as, and an as-built survey certified to FPL. Said legal description and feeder route survey shall be made part of this Agreement and attached as **Exhibit "A."**
 - (e) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. FRENCHMAN'S shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as **Exhibit "B."**

3. Relocation and Rearrangement of FPL Facilities.

- (a) If the County or other governmental agency which subsequently gains control over ROW described in Exhibit A, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Extension, or as they may later be modified, upgraded, or otherwise altered by prior COUNTY or agency permit) from or within the ROW, the County, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall

provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. County shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities depicted on Exhibit A, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by County or other governmental agency which subsequently gains control over the ROW. County shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in the ROW and, to the extent reasonably practicable, in Other ROW.

- (b) FRENCHMAN'S acknowledges and agrees that it will benefit from the Extension and the use of County ROW and that as a result of entering into this Agreement, the COUNTY will be responsible for the obligations set forth in the Agreement. Therefore, FRENCHMAN'S is willing to reimburse the COUNTY any costs incurred as a result of the existence of the Extension, including, but not limited to the cost associated with the County compliance with Paragraph 3.A (hereinafter "Extension Relocation") and Paragraph 4. FRENCHMAN'S acknowledge that it is the authorized representative and governing body of the FRENCHMAN'S Creek Community pursuant to the Declaration of Covenants, Bylaws and Restrictions for the FRENCHMAN'S Creek Community (hereinafter "Documents") and that nothing in the Documents or at law that prevents FRENCHMAN'S from funding the Extension Relocation from assets on hand or from the levy of assessments to raise the necessary funds.
- (c) Should Extension Relocation be required, County will provide written notice, together with supporting documentation addressed to FRENCHMAN'S at the address set forth above. Such notice shall be provided by COUNTY to FRENCHMAN'S via hand delivery, telecopy, Federal Express or comparable overnight service, or by U.S. Registered or Certified Mail with Return Receipt Requested and postage prepaid. FRENCHMAN'S will, within 60 days, provide the County with the total funding for the Extension Relocation in a form acceptable to the County.
- (d) FRENCHMAN'S agrees to protect, defend, save, indemnify and hold the COUNTY, its successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of this Agreement and whether directly or indirectly caused,

occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the County or anyone acting under the County's direction or control.

4. **Abandonment or Sale of County ROW.** If the County desires to subsequently abandon or discontinue use of the ROW, and ownership of the land is transferred to a private party, the County, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities.** Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Title and Ownership of ROW.** Title and ownership of the ROW shall at all times remain the property of COUNTY, unless transferred, sold or abandoned.

8. **Agreement Subject to FPL's Electric Tariff.** 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 may be revised, amended or supplemented from time to time.

9. **Venue; Waiver of Jury Trial.** This Agreement shall be enforceable in Palm Beach County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Palm Beach County, Florida. By entering into this Agreement, FPL, FRENCHMAN'S and the County expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for any party to this Agreement to institute or defend legal proceedings as a result of the failure of any party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The County and FRENCHMAN'S shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the County and FRENCHMAN'S and maintained in the official records of Palm Beach County for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of Palm Beach County.

13. **Conflict Between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any other agreement, permit or franchise agreement entered into by County, FRENCHMAN'S and/or FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to County:

Steve Carrier, P.E.
Assistant County Engineer
Engineering & Public Works Department
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

With a copy to:

Marlene R. Everitt, Esquire
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to FPL:

Florida Power and Light Company
700 Universe Blvd.
Juno Beach, FL 33408
Attn.: Law Department/JB

As to FRENCHMAN'S:

Kyle Hatakeyama, POA Director
Frenchman's Creek, Inc.
13495 Tournament Drive
Palm Beach Gardens, FL 33410
(561) 868-6375 (Direct Dial)
(561) 868-6377 (Fax)

With a copy to:

Stephen S. Mathison, P.A.
PGA Concourse Bldg.
5606 PGA Blvd., Ste. 211
Palm Beach Gardens, FL 33418

15. **Restoration.** FRENCHMAN'S shall be responsible for restoring the ROW to its original condition following FPL's installation of the Underground Facilities.

16. **Limit of Obligations.** The County's obligations shall be strictly limited to those expressly set forth in this Agreement. The County shall have no obligations to any other entity, contractor, or person who is in anyway associated with or might benefit from the terms of this Agreement.

17. **Agency.** Nothing contained in this Agreement shall create an agency relationship between the County and FPL or between County and FRENCHMAN'S contractor.

18. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

19. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

20. **Entirety of Contract and Modifications.** The County and FPL and FRENCHMAN'S agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

21. **Sovereign Immunity and Beneficiaries.** Nothing contained in this Agreement shall be construed as a waiver of the County's or FPL and FRENCHMAN'S sovereign immunity as set forth in Section 768.28, Florida Statutes. Moreover, this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County, FPL and FRENCHMAN'S. Nothing herein shall be deemed to constitute an imposition or acceptance by County, of any obligation or liability, not otherwise imposed by the express and unequivocal language of this Agreement.

22. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the County are subject to annual budgetary funding and should COUNTY involuntarily fail to fund any of their respective obligations pursuant to this Agreement, relocation will be delayed. However, once Extension Relocation commences, performance under this Agreement shall no longer be contingent upon availability of funds for same.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, Florida, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

BY: _____
ADDIE L. GREENE, CHAIR PERSON

_____ day of _____, 2008


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
ASST. COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

BY:  _____

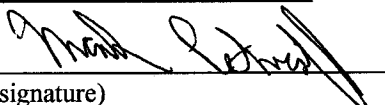
For Florida Power & Light Company

By:  _____
(signature)

Name: Barbara S. Quinones
(print or type)

Title: Manager - Design & Planning
(print or type)

For Frenchman's Creek Inc.

By:  _____
(signature)

Name: MARK PETRICOFF
(print or type)

Title: PRESIDENT
(print or type)

Exhibit A

WR # 2321102

Description Sketch For: **FRENCHMAN'S CREEK H.O.A.**

DESCRIPTION: PROSPERITY FARMS ROAD RIGHT-OF-WAY AGREEMENT PARCEL

A strip of land being a portion of the right-of way for Prosperity Farms Road lying in Section 32, Township 41 South, Range 43 East, Palm Beach County, Florida, said strip being more particularly described as follows:

The West 18 feet of the East 68 feet of the South 1290 feet of the North 1320 feet of the Northwest quarter (NW 1/4) of said Section 32;

TOGETHER WITH:

The West 15 feet of the East 65 feet of the South 697 feet of the North 2017 feet of the Northwest quarter (NW 1/4) of said Section 32;

DESCRIPTION: PORTION OF HOOD ROAD RIGHT-OF-WAY AGREEMENT PARCEL

A strip of land, 20 feet in width, being a portion of the right-of way for Flamingo Road (also known as "Hood Road") lying in Sections 29 and 30, Township 41 South, Range 43 East, Palm Beach County, Florida, said 20 foot wide strip being more particularly described as follows:

The North 20 feet of the South 93 feet of the Southwest quarter (SW 1/4) of said Section 29; **LESS** the East 50 feet thereof;

TOGETHER WITH:

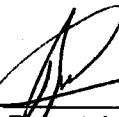
A strip of land, 20 feet in width, being a portion of the East 239.69 feet of the Southeast quarter (SE 1/4) of said Section 30, the North line of said strip being common and contiguous with the South line of Tract "L" as shown on Plat of Frenchman's Creek Parcel E2, according to the plat thereof, recorded in Plat Book 58, Page 157, Public Records of Palm Beach County, Florida.

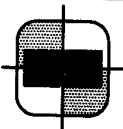
NOTES:

- 1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
- 2. This sketch is not valid unless sealed with an embossed surveyor's seal and accompanied by Sheet No. 2 of 2.
- 3. This sketch cannot be transferred or assigned without the specific written permission of **Wallace Surveying Corporation**.
- 4. This is not a survey!

CERTIFICATION:

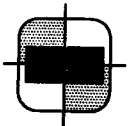
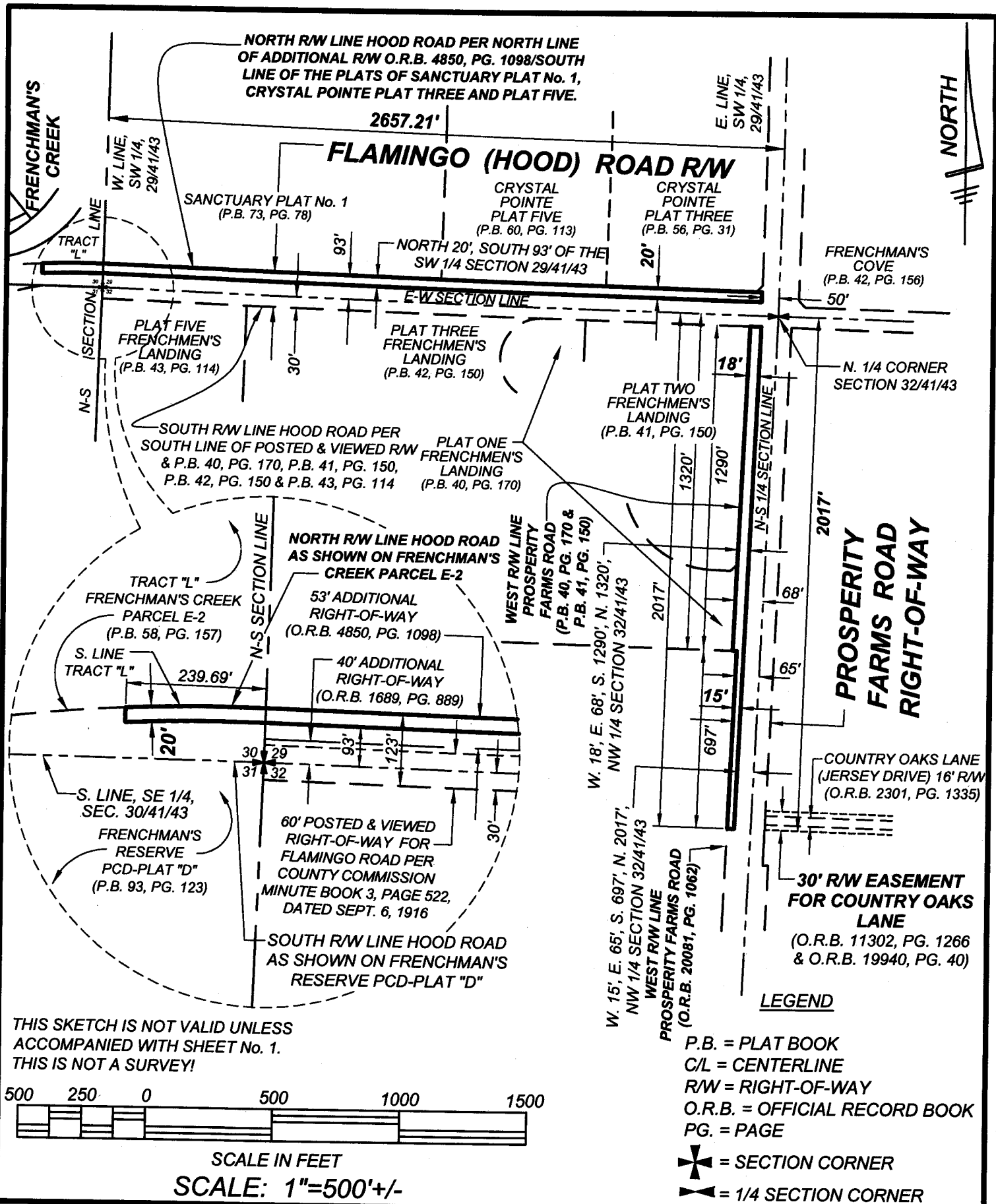
I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors and Mappers pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.


Robert J. Cajal
Professional Surveyor and Mapper
Florida Certificate No. 6266



WALLACE SURVEYING
CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 7/13/08	DWG. No.: 98-1041-11
OFFICE: R.C.	SHEET: 1 OF 2
C'K'D.: R.C.	REF.: 98-1041-11.DWG



WALLACE

SURVEYING
CORP. LICENSED BUSINESS # 4569

5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 7/13/08

DWG. No.: 98-1041-11

OFFICE: R.C.

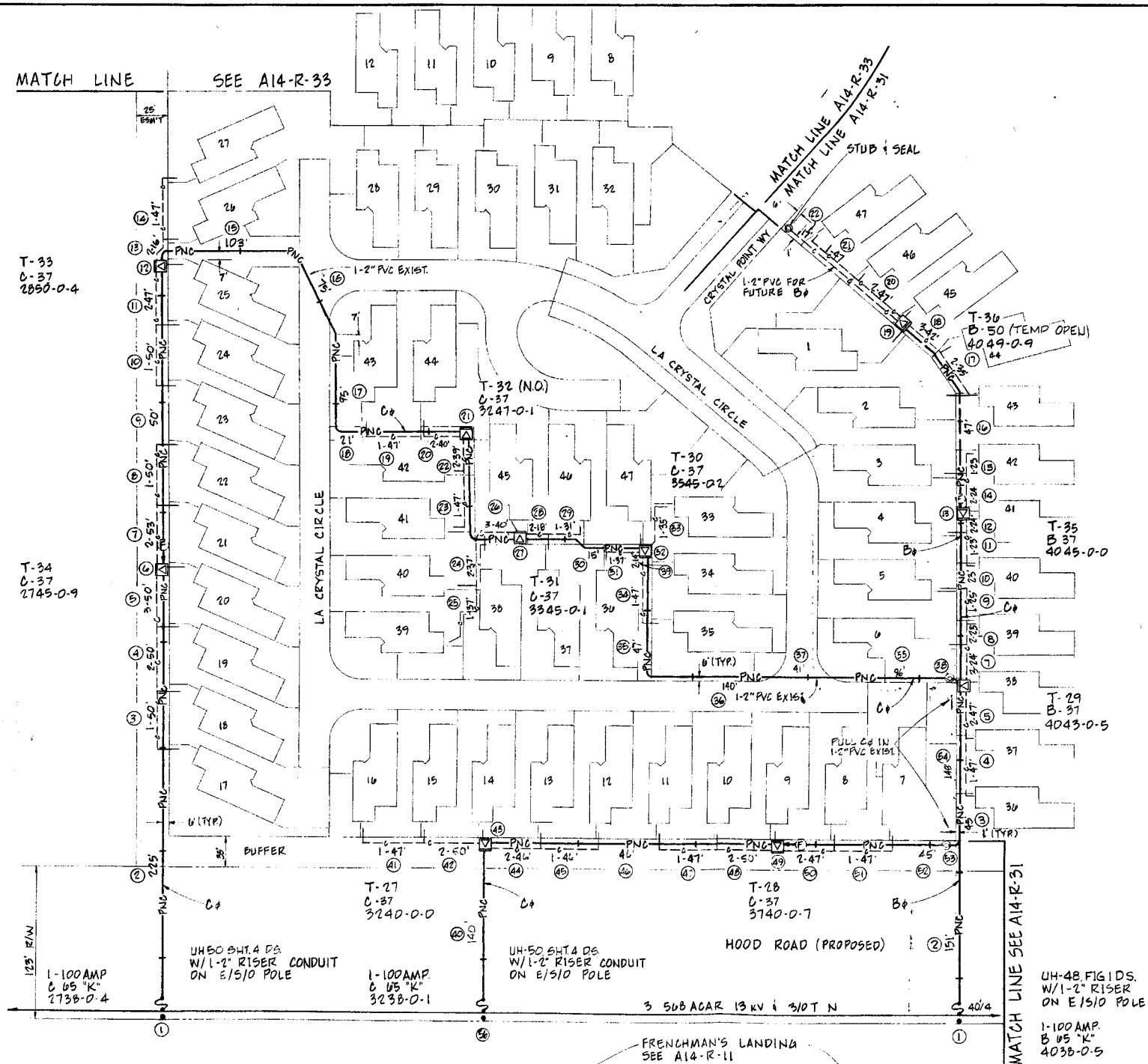
SHEET: 2 OF 2

C'K'D.: R.C.

REF.: 98-1041-11.DWG

Exhibit B

WR # 2321102



CONSTRUCTION NOTES:

- 7548-7-450
1. TRENCH: 36" MIN. COVER DEPTH, MEASURED TO TOP OF CONDUIT AFTER SITE IS WITHIN 6" OF FINAL GRADE.
 2. CABLE:
PRI. 66 1/0A 15KV XPE "JA"
IN 1-2" PVC PER ϕ
 3. ALL SERVICES TO BE INST ON INDIVIDUAL SMC'S.
 4. 12' ESMT. EXISTS WITH CENTER ALONG REAR PROPERTY LINE OF LOTS.

"AS BUILT" RECORD

WORK ORDERS WITH A DATE IN THE AS BUILT COLUMN ARE BUILT EFFECTIVE THAT DATE. FIELD ENGINEERED CHANGES HAVE BEEN MADE TO THE TRACING BUT PROPOSED SYMBOLS HAVE NOT BEEN CHANGED TO EXISTING AND NOTES AND LOCATION NUMBERS HAVE NOT BEEN REMOVED

REFERENCE DWG'S:

A14-R-31 & 33
A14-CKT-19
A14-R-29

UH-48, FIG 1 DS.
W/1-2" RISER
ON E/S/O POLE

1-100AMP
B 65 "K"
4038-0-5

AS BUILT TRENCH FT				ENGR. BY				AUTH				NO DATE				REVISION				BY CH COR APP AS BUILT MODEL NO.				ENGR. BY				AUTH				NO DATE				REVISION				BY CH COR APP			
7-2-21				DAN OZ				CARRI/POOLE				8858-7-450				2-4-2007				SVC TO 19 LOTS SET T-29, T-35 & T-36				1-9-2-86				SVC TO 36 LOTS SET T-27, 28 & 30 THRU T-33				JAP JAP				JAP JAP				JAP JAP			
0-26-86				DUNK/POOLE				7548-7-450				7548-7-450				1-9-2-86				SVC TO 36 LOTS SET T-27, 28 & 30 THRU T-33				JAP JAP				JAP JAP				JAP JAP				JAP JAP				JAP JAP			
0-26-86				DUNK/POOLE				7548-7-450				7548-7-450				1-9-2-86				SVC TO 36 LOTS SET T-27, 28 & 30 THRU T-33				JAP JAP				JAP JAP				JAP JAP				JAP JAP				JAP JAP			

DATE: 9-3-06 SCALE: 1"=40'

FPL FLORIDA POWER & LIGHT COMPANY

DR. FLORES CH. JAP

ENGR. SEE REVISION COR. BJC WSP

APPROVED: D.T.D.

MAJOR GRID: 6-8034

WB-001-LAKE PARK CRYSTAL POINTE TRACT "D" PLAT 5 W/S/O PROSPERITY FARMS ROAD N/S/O HOOD ROAD (PROPOSED)

7548-7-450

MAP NO. A1420440

A14-R-32

REV. NO. 1

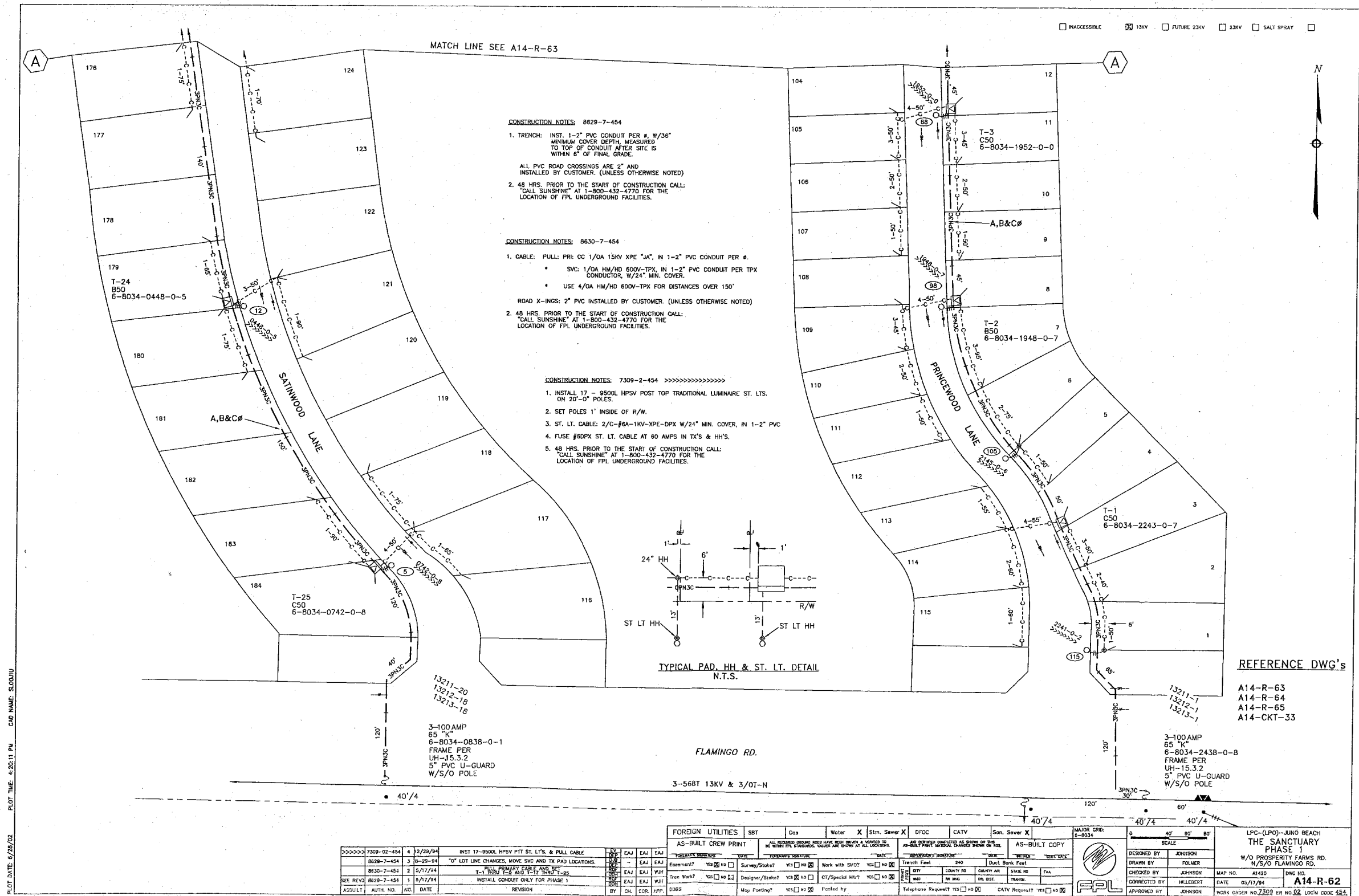


Exhibit C

WR # 2321102

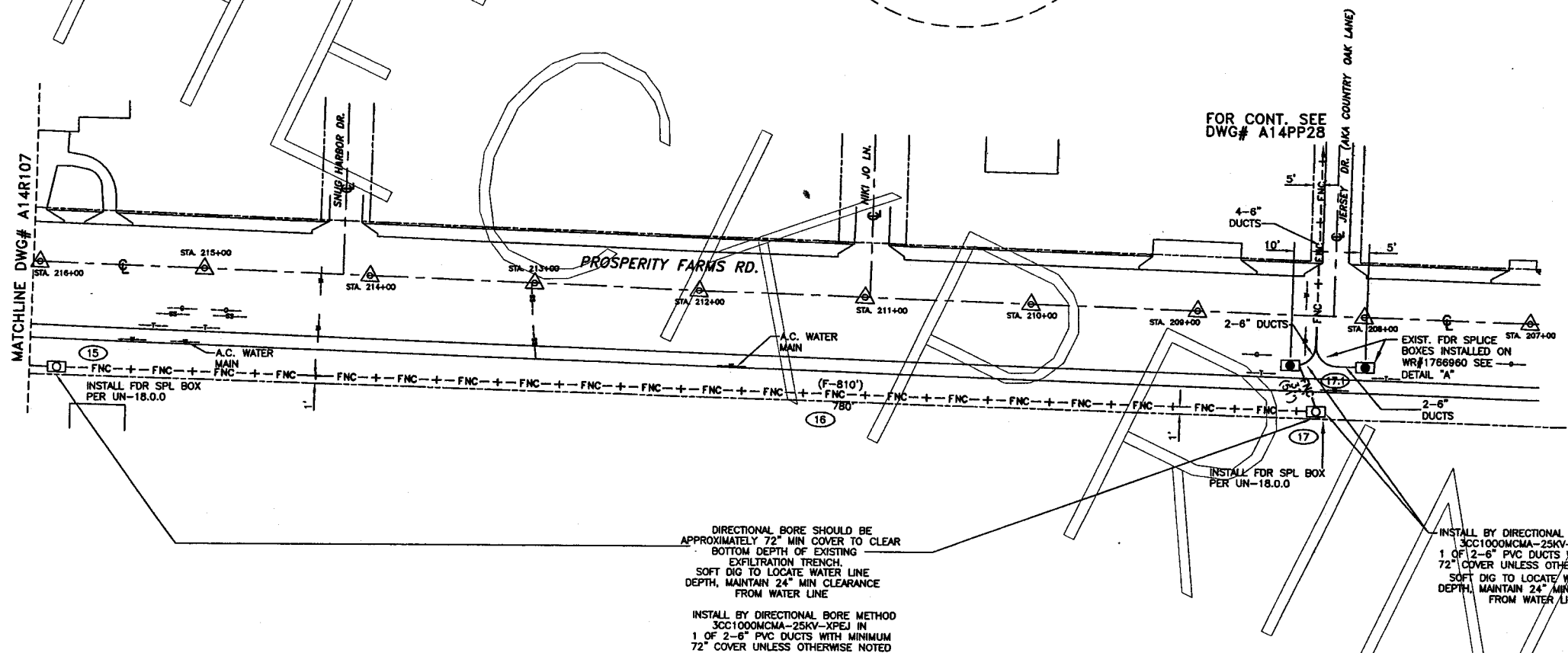
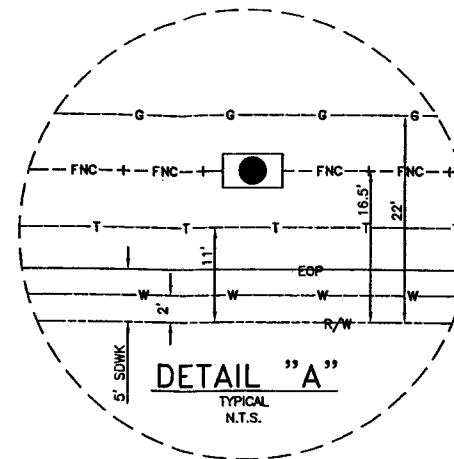
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

CONSTRUCTION NOTES - WR# 2321102

REQUIRED DRAWINGS
B14R47 B14R50 B14CK244
B14R49 B14R54 B14R40
B14R39 B14R38 B14CK10
B14R20 B14R50 B14CK5
B14R51 B14CK16 B14R39
A14R34 A14CK21 B14CK12
A14R104 A14R105 A14R106
A14R107 A14R108 B14R45 (NOTES)
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770
PHONE
GAS
CATV
WATER
SEWER

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

☐ INACCESSIBLE ☐ 1.3KV ☐ FUTURE 23KV ☒



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

CONSTRUCTION NOTES - WR# 2321102

REQUIRED DRAWINGS

B14R47 B14R50 B14CK244
B14R49 B14R54 B14R40
B14R39 B14R38 B14CK10
B14R20 A14R50 B14CK5
B14R51 B14CK16 A14R35
A14R34 A14CK21 B14CK72
A14R104 A14R105 A14R106
A14R107 A14R108 B14R46 (NOTES)

UTILITY CONTACT LIST

CALL SUNSHINE 1-800-432-4770
PHONE
GAS
CATV
WATER
SEWER

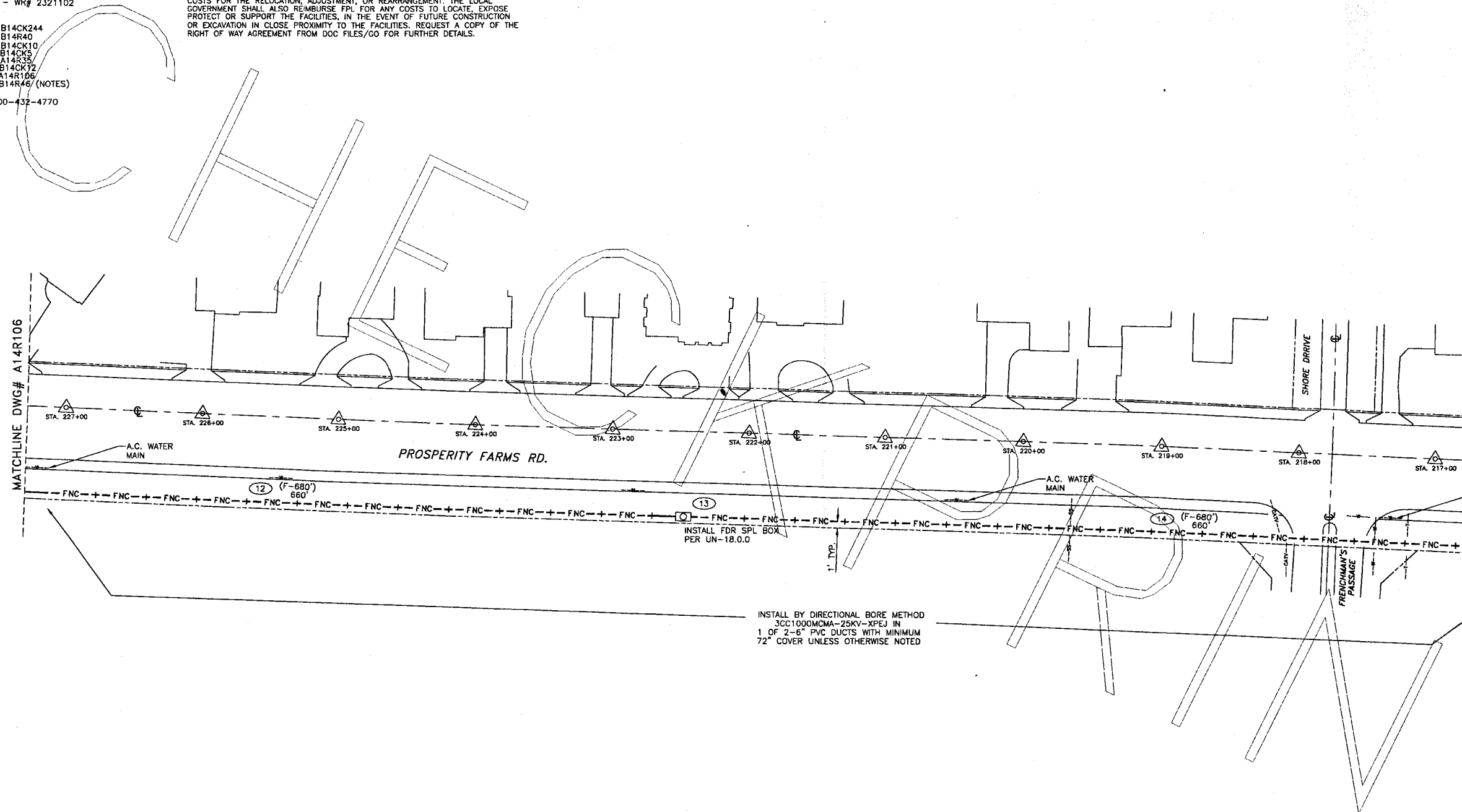
IMPORTANT:

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☐ INACCESSIBLE

☐ 13KV

☐ FUTURE



INSTALL BY DIRECTIONAL BORE METHOD
3CC1000MCMA-25KV-XPEJ IN
1 OF 2-6" PVC DUCTS WITH MINIMUM
72" COVER UNLESS OTHERWISE NOTED

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

CONSTRUCTION NOTES - WR# 2321102

REQUIRED DRAWINGS

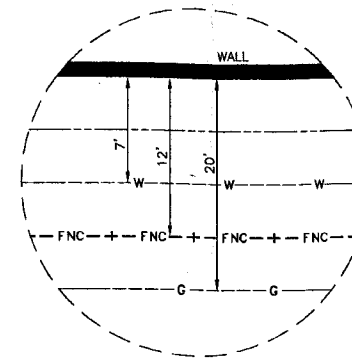
B14R47 B14R50 B14CK244
B14R49 B14R54 B14R40
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B14R20 B14R50 B14CK5
B14R51 B14CK16 B14R35
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A14R107 A14R108 B14R46 (NOTES)

UTILITY CONTACT LIST

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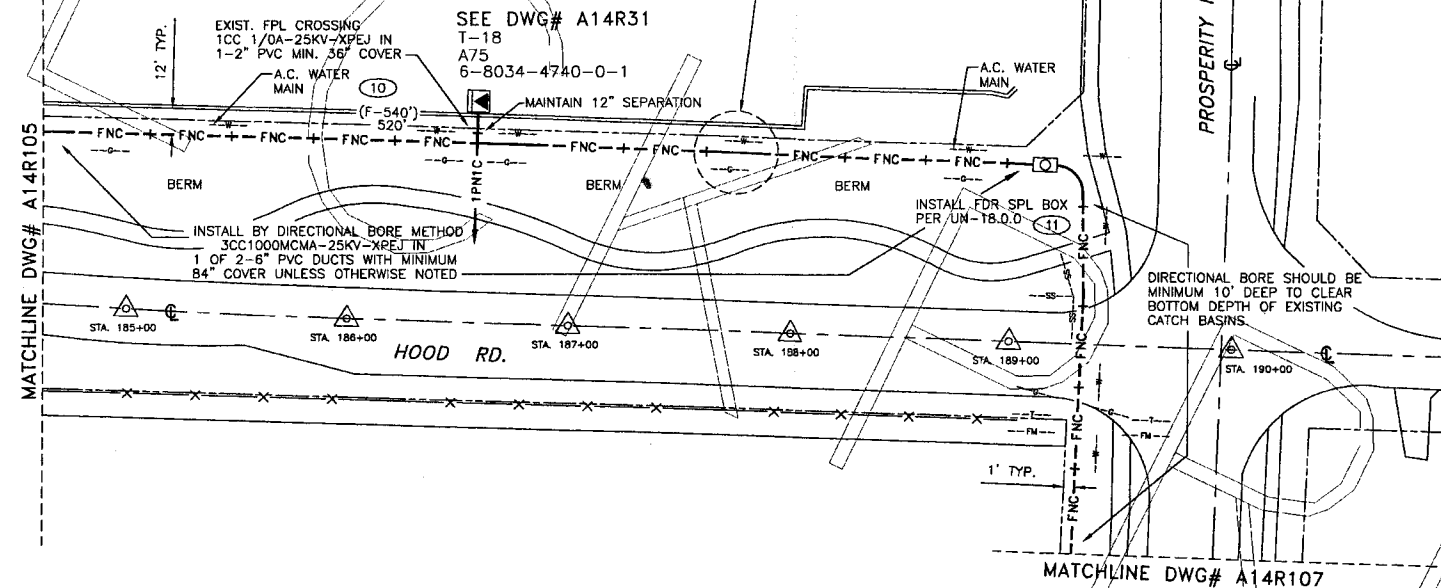
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DETAIL "A" TYP.

N.T.S.



☐ INACCESSIBLE

☐ 13KV

☐ FUTURE

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CONSTRUCTION NOTES - WR# 2321102

REQUIRED DRAWINGS

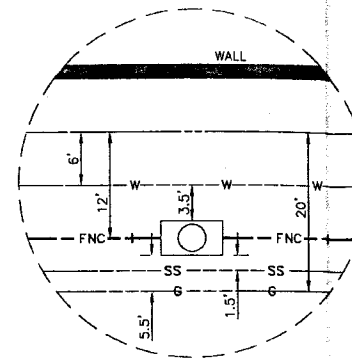
B14R47 B14R50 B14CK244
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B14R51 B14CK16 A14R35
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A14R104 A14R105 A14R106
A14R107 A14R108 B14R46 (NOTES)

UTILITY CONTACT LIST

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SEWER

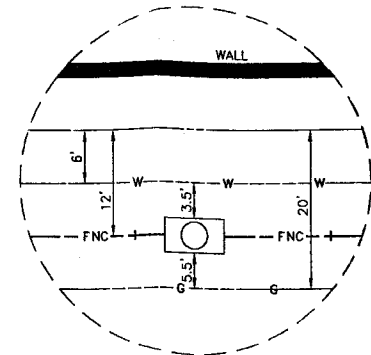
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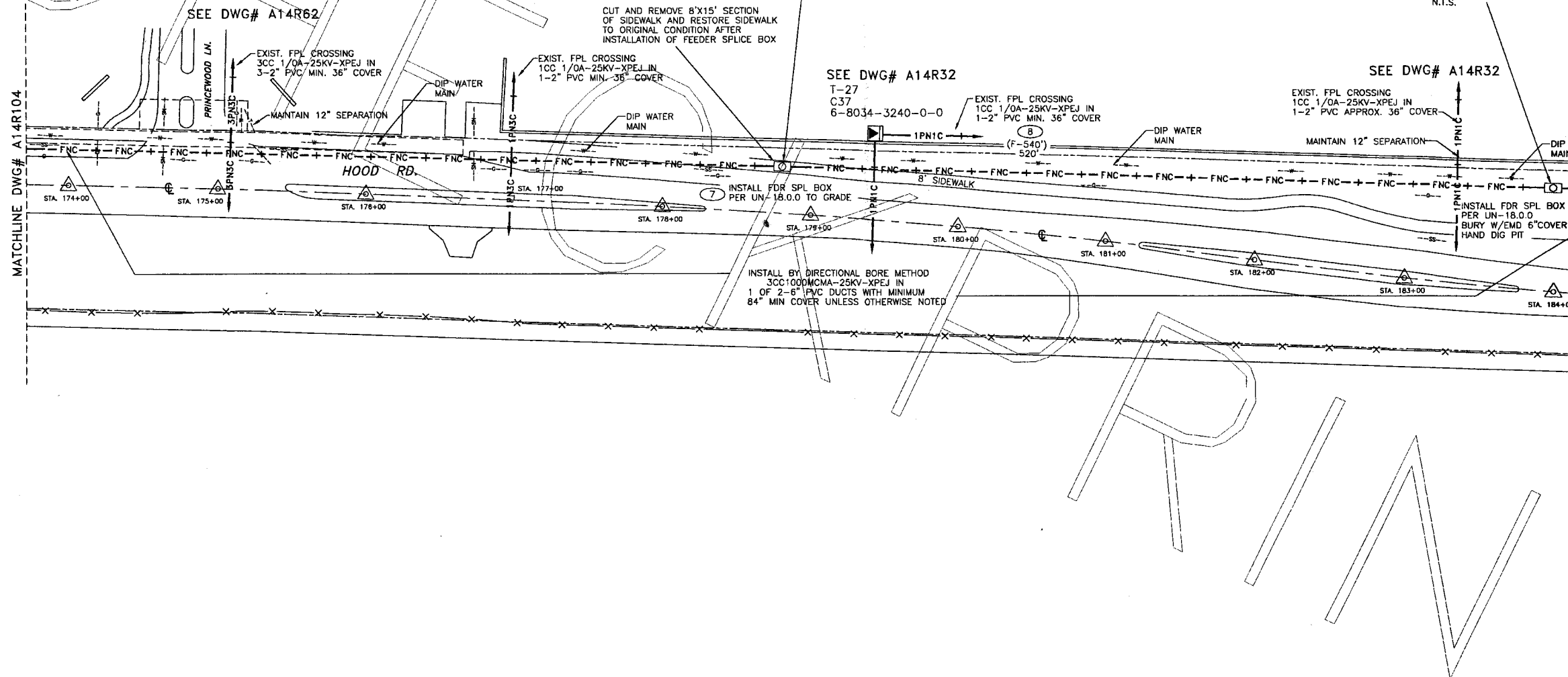


DETAIL "B"
N.T.S.

☐ INACCESSIBLE ☐ 13KV ☐ FUTURE



DETAIL "A"
N.T.S.



IMPORTANT:

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A14R104	A14R105	A14R106
A14R107	A14R108	B14R46 (NOTES)

UTILITY CONTACT LIST

CALL SUNSHINE	1-800-432-4770
PHONE	
GAS	
CATV	
WATER	
SEWER	

[illegible]

DETAIL "B" TYP.
N.T.S.

P.M. DISC. SW# 11	
GRID# 6-8034-0142-5-6	
COMPARTMENT 2	COMPARTMENT 3
SW.# 6-8034-0142-2-1 EAST TO P.H. POLE SW.#30830	B5447-18 C5448-1 FUSE B&C @ 5 "E" 6-8034-0142-3-0
COMPARTMENT 1	COMPARTMENT 4
SW.# 6-8034-0142-1-3 SOUTHEAST TO PMSDs#10 COMP.# 2 SW.#36242	SW.# 6-8034-0142-4-8 NORTH TO PMSDs # 5 COMP.# 1 SW.#30549

INSTALL BY DIRECTIONAL BORE METHOD
3CC1000MCMA-25KV-XPEJ IN
1 OF 2-6" PVC DUCTS WITH MINIMUM
84" MIN COVER UNLESS OTHERWISE NOTED