

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Utility Easement Agreement (R2001-0748) in favor of Florida Power & Light (FPL) for electrical service to the expanded Royal Palm Beach Library.

Summary: The Royal Palm Beach Library, located near the southwest corner of Royal Palm Beach Boulevard and Okeechobee Boulevard, is currently being expanded from 7,955 to 20,485 square feet. Electrical service from a Florida Power & Light (FPL) conduit line is required to be relocated as a result of the library expansion. This First Amendment to Utility Easement Agreement will replace the existing legal description with this new legal description and sketch. All other terms and conditions of the Utility Easement Agreement remain unmodified. The easement area varies from 10' to 15' wide, is approximately 590' long, and covers an area of approximately 6,040 square feet (.14 acre). This is a perpetual non-exclusive easement and is being granted to FPL at no charge, as it will provide electrical services to County facilities. (PREM) District 6 (HJF)

Background and Justification: The County acquired 2.15 acres for the original library in 1993 (R92-988) and then an additional 1.38 acres in 2006 (R2005-2399) from the Village of Royal Palm Beach. The County is currently expanding the Royal Palm Beach Library from 7,955 square feet to 20,485 square feet. The library expansion requires that the existing FPL power lines be relocated to provide new underground power lines connecting to pad mounted transformers which service the library and the County's Midwestern Communities Service Center. Construction is expected to be completed in October 2009. FPL is exempt from providing a Disclosure of Beneficial Interest since it is a publicly traded corporation. The original Utility Easement (R2001-0748) is recorded in ORB 12658, Pg 783.

Attachments:

- 1. Location Map
- 2. First Amendment to Utility Easement Agreement

Recommended By: [Signature] Armeny Wolf 9/27/09
Department Director Date

Approved By: [Signature] 10/13/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0* See below</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/12/09
 OFMB 10/8/09
 10/10/09
 10/06/09

[Signature] 10/8/09
 Contract Development and Control

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature] 10/13/09
 Assistant County Attorney

C. Other Department Review:

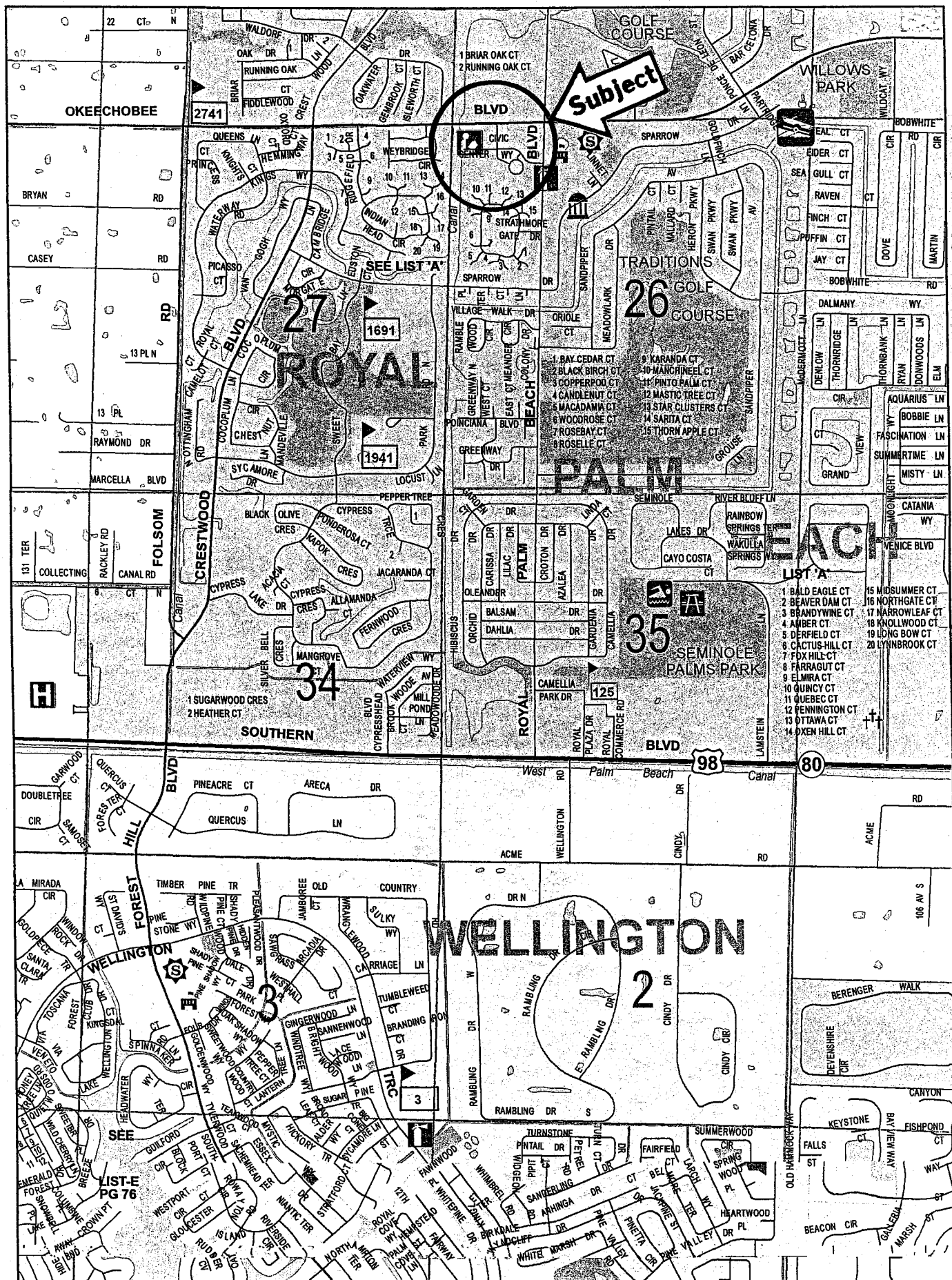
 Department Director

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

T43

T4

T44



Prepared by and return to:
Peter Banting
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Property Control Numbers: 72-41-43-26-26-000-0010
72-41-43-26-26-000-0031

FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT (the "First Amendment"), granted this _____, by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter referred to as "County" or "Grantor" and **FLORIDA POWER AND LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, hereinafter referred to as "Grantee".

RECITALS:

WHEREAS, County granted Grantee a Utility Easement Agreement recorded in the public records of Palm Beach County in Official Record Book 12658 page 783 (the "Utility Easement"); and

WHEREAS, the parties wish to change and expand the location of the Easement Premises; and

WHEREAS, County and Grantee wish to amend the Utility Easement to replace the legal description contained in Exhibit "A" to the Utility Easement.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Utility Easement.
2. Exhibit "A" to the Utility Easement (the "Easement Premises") is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and made a part hereof.
3. Except as modified by this First Amendment, the Utility Easement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Utility Easement, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in its name, by their proper officers thereunto duly authorized the day and year first above written.

COUNTY:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

Michelle M. Kahmann
Witness Signature

Michelle M. Kahmann
Print Witness Name

Deborah C. Patterson
Witness Signature

Deborah C. Patterson
Print Witness Name

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

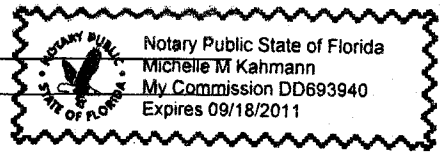
By: J. T. Corson
J. T. Corson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of Sept, 2009, by J. T. Corson, as Corp. Rep. Est. project mgr. for said corporation, who is personally known to me OR who produced _____ as identification and who did () did not () take an oath.

Michelle M. Kahmann
NOTARY PUBLIC, STATE OF FLORIDA

Print Notary Name
Commission Number:
My Commission Expires:



DESCRIPTION & SKETCH

**FPL EASEMENT, LOTS 1 AND 3,
PLAT OF TRACT ONE-FIFTEEN
REPLAT OF LOTS 1-5
P.B. 71, PGS. 14-15**

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF LOT 1, AS SHOWN ON THE PLAT OF TRACT ONE-FIFTEEN, REPLAT OF LOTS 1 AND 5, RECORDED IN PLAT BOOK 71, PAGES 14 AND 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 89° 17' 51" EAST, A DISTANCE OF 10.01 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02° 01' 13" WEST, 10 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 157.65 FEET; THENCE SOUTH 09° 10' 53" EAST, A DISTANCE OF 7.16 FEET; THENCE NORTH 89° 26' 47" EAST, A DISTANCE OF 4.89 FEET; THENCE SOUTH 00° 01' 21" EAST, A DISTANCE OF 16.61 FEET; THENCE NORTH 89° 30' 18" WEST, A DISTANCE OF 7.77 FEET, THENCE SOUTH 33° 14' 38" WEST, A DISTANCE OF 17.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG SAID WEST LINE, NORTH 02° 01' 13" EAST, A DISTANCE OF 19.29 FEET; THENCE DEPARTING SAID WEST LINE NORTH 33° 14' 38" EAST, A DISTANCE OF 5.28 FEET; THENCE NORTH 09° 10' 53" WEST, A DISTANCE OF 14.10 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG SAID WEST LINE, NORTH 02° 01' 13" EAST, A DISTANCE OF 158.16 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. BEARINGS ARE ASSUMED WITH EAST LINE OF M-1 CANAL
6. DATE OF LEGAL DESCRIPTION: JUNE 15, 2009

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:

- P.B. - PLAT BOOK
- PGS. - PAGES
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- ORB - OFFICIAL RECORD BOOK



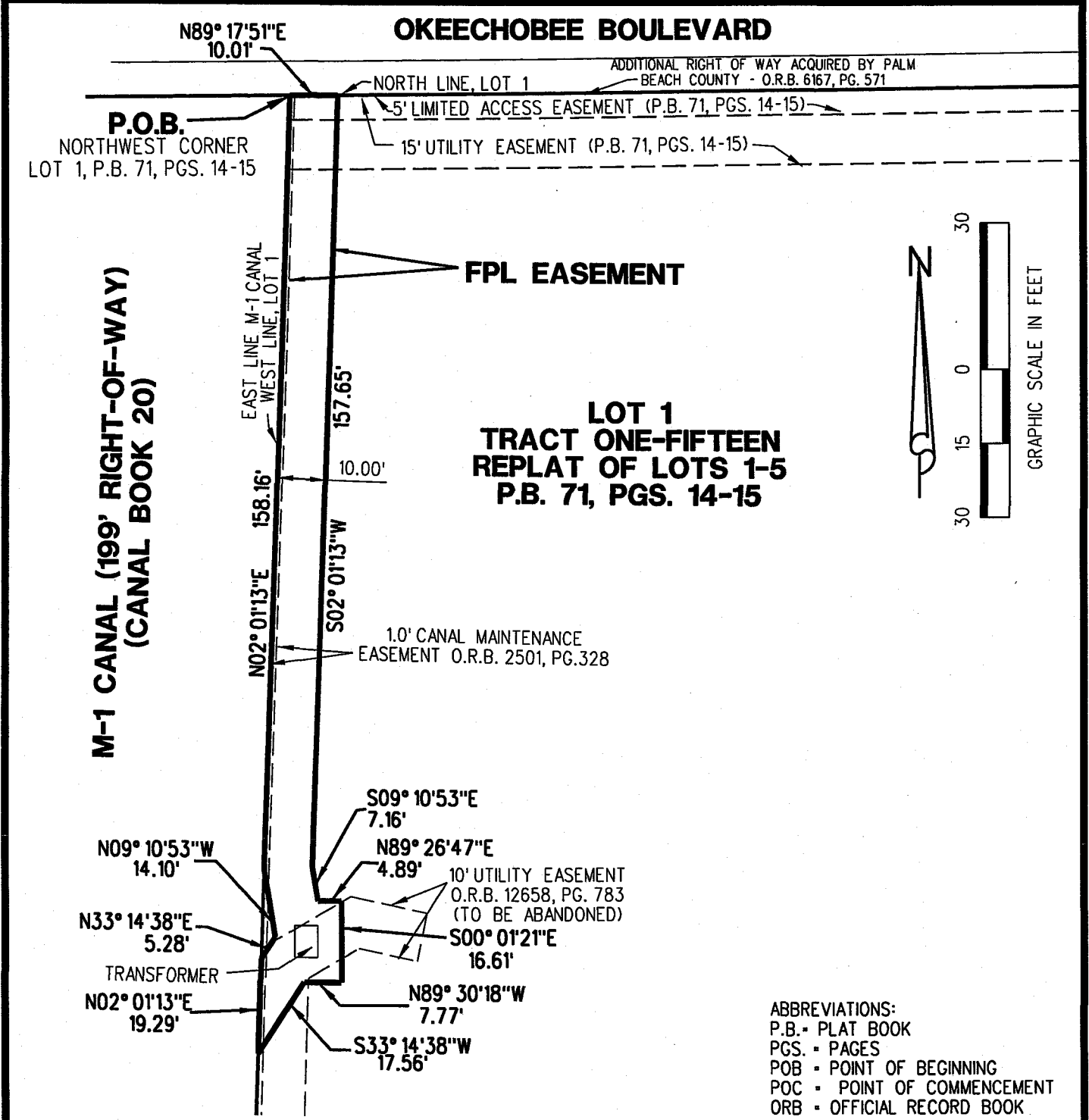
LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 264341 \ 71-14 \ 08-066-303 \ 08-066-303.DGN			
REF.			
FLD.	J.P.	FB.	PG.
OFF.	L.J.C.	562	65
CKD.	D.C.L.	SHEET 1 OF 4	DWG. A08-066
		JOB	08-066-303
		DATE	01/19/09

DESCRIPTION & SKETCH

**FPL EASEMENT, LOTS 1 AND 3,
PLAT OF TRACT ONE-FIFTEEN
REPLAT OF LOTS 1-5
P.B. 71, PGS. 14-15**



LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 264341 \ 71-14 \ 08-066-303 \ 08-066-303.DGN			
REF.			
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OFF.	L.J.C.	562	65
CKD.	D.C.L.	SHEET 2 OF 4	DWG. A08-066
JOB		08-066-303	
DATE		01/19/09	

DESCRIPTION & SKETCH

**FPL EASEMENT, LOTS 1 AND 3,
PLAT OF TRACT ONE-FIFTEEN
REPLAT OF LOTS 1-5
P.B. 71, PGS. 14-15**

LEGAL DESCRIPTION

A 10 FOOT AND 15 FOOT WIDE PARCEL OF LAND LYING IN PORTIONS OF LOTS 1 AND 3, AS SHOWN ON THE PLAT OF TRACT ONE-FIFTEEN, REPLAT OF LOTS 1 AND 5, RECORDED IN PLAT BOOK 71, PAGES 14 AND 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 02° 01' 13" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 319.35 FEET; THENCE DEPARTING THE WEST LINE OF SAID LOT 3, NORTH 89° 17' 51" EAST, TO A POINT 5.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOTS 1 AND 3, A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED CENTERLINE; THENCE SOUTH 02° 01' 13" WEST, 5.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOTS 1 AND 3, A DISTANCE OF 195.42 FEET; THENCE NORTH 89° 38' 04" EAST, A DISTANCE OF 181.15 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 7.93 FEET; THENCE TO THE FOLLOWING DESCRIBED CENTERLINE OF A 15 FOOT WIDE PARCEL, LYING 7.5 FEET ON EACH SIDE, CONTINUE NORTH 00° 00' 00" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE LENGTHENED AND/OR SHORTENED TO BEGIN AT A BEARING OF NORTH 89° 17' 51" EAST AND TERMINATE PERPENDICULAR.

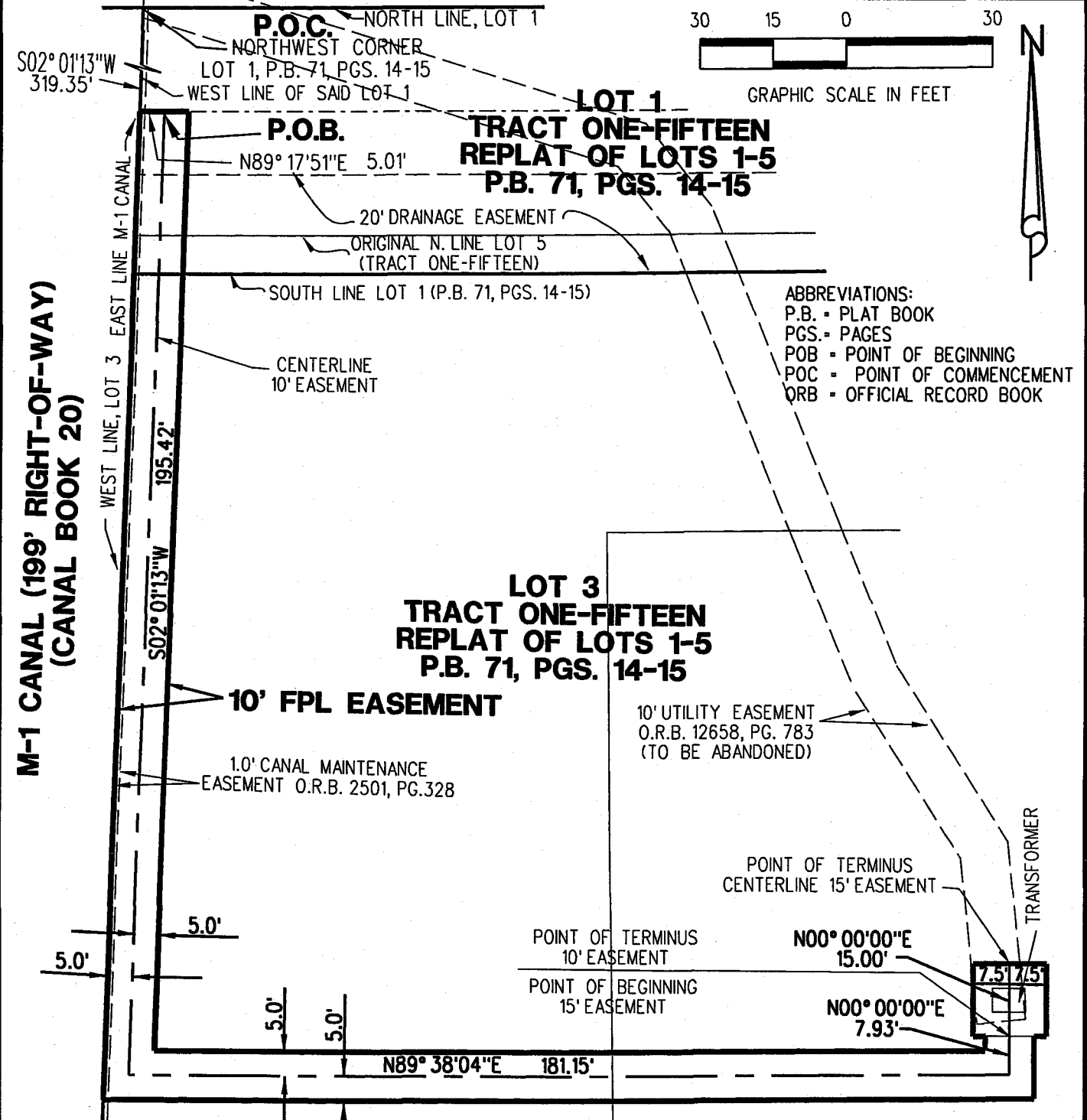


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FLD.	J.P.	FB.	PG.	JOB	08-066-303
OFF.	L.J.C.	562	65	DATE	01/19/09
CKD.	D.C.L.	SHEET	3 OF 4	DWG.	A08-066

DESCRIPTION & SKETCH

**FPL EASEMENT, LOTS 1 AND 3,
PLAT OF TRACT ONE-FIFTEEN
REPLAT OF LOTS 1-5
P.B. 71, PGS. 14-15**



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REF.			
FLD. J.P.	FB.	PG.	JOB 08-066-303
OFF. L.J.C.	562	65	DATE 01/19/09
CKD. D.C.L.	SHEET 4	OF 4	DWG. A08-066

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF OFFICER

The undersigned, Vice President & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appear below is a duly appointed, qualified and acting officer of the Company and holds on the date hereof the office set forth opposite his name and that the signature set forth opposite his name is a genuine facsimile signature of such officer:

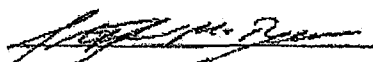
Name

Title

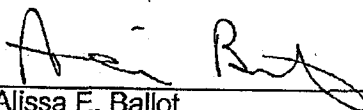
Signature

Stephen M. Reuwer

Sr. Director Corporate Real Estate



IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Company on this 29th day of March, 2007.



Alissa E. Ballot
Vice President & Corporate Secretary



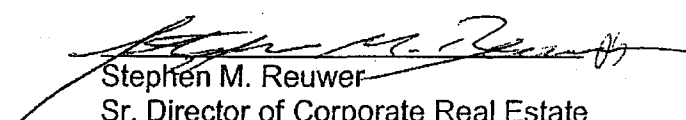
MEMO

TO: Mark Byers, CRE/AOW DATE: May 11, 2007
Tim Corson, CRE/JB
Roger Dice, CRE/CSN
Dina Guenther, CRE/JB

FROM: Stephen M. Reuwer LOCATION: CRE/JB

RE: Authorization to Execute Documents

Please accept this directive (as authority granted to me by FPL Resolution dated 5/31/06) to Mark Byers, Tim Corson and Roger Dice as FPL Corporate Real Estate Area Managers, to act as my delegated representatives with respect to execution of Leases and Licenses of FPL property with an appraised value no greater than \$250,000, Right-of-Way Consent Agreements, Easements, Releases of Easements, Non-Disturbance Agreements and/or Subordination Agreements, as may be deemed appropriate and necessary in the course of business for FPL.


Stephen M. Reuwer
Sr. Director of Corporate Real Estate

FLORIDA POWER & LIGHT COMPANY
UNANIMOUS CONSENT OF DIRECTORS
IN LIEU OF MEETING

The undersigned, being all of the Directors of Florida Power & Light Company, a Florida corporation (the "Corporation"), hereby consent to and adopt the following resolutions, effective on and as of the date set forth below.

WHEREAS, the Corporation from time to time seeks to acquire or to dispose of interests in real property for the needs of the Corporation, which acquisitions or sales are made pursuant to and in compliance with the Acquisition Fee/Easement Real Estate Procedures of the Corporate Real Estate Department (the "Department") effective January 2002 as revised in February 2006 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Acquisition Procedures") or the Department's sale procedures (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Sale Procedures"), as the case may be; and

WHEREAS, the Corporation from time to time receives requests from interested parties to sell to such parties Mitigation Bank Credits which are owned by the Corporation's Mitigation Bank and the Corporation recognizes the need from time to time in the ordinary course of its business to sell Mitigation Bank Credits in accordance with the Department's Procedures for such sales effective April 2006 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Mitigation Bank Procedures"); and

WHEREAS, the Corporation from time to time receives requests from third parties seeking a lease or license to use Corporation property for purposes such as agriculture, parking, signage, landscaping, special events and the like and, pursuant to such requests, the Corporation recognizes the need in the ordinary course of its business to grant leases or licenses to such third parties, provided that the requested use does not have a material adverse effect on the value of the Corporation's affected property and does not adversely affect the Corporation's use of its property or property rights and provided that the Department, in granting the lease or license on behalf of the Corporation, does so in compliance with the Lease or License of FPL Property Procedures effective July 1, 1995, as revised in March 2006 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Lease and License Procedures"); and

WHEREAS, the Corporation is requested to and recognizes the need from time to time in the ordinary course of its business to grant right of way consent agreements to third party property owners that own property upon which the Corporation has an easement, which agreements grant the right to such third parties to utilize the Corporation's easement, provided such use does not have a material adverse effect on the value of the Corporation's affected property and

does not adversely affect the Corporation's use of its property or property rights and provided that the Department, in granting the right of way consent agreement on behalf of the Corporation, does so in compliance with the Department's Consent Agreements Procedures effective January 1, 1994, as revised in February 2006 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Consent Agreement Procedures"); and

WHEREAS, the Corporation is requested to and recognizes the need from time to time in the ordinary course of its business to grant easements to governmental agencies or bodies and others, which easements are either for the benefit of the Corporation or are required for incidental use by such governmental agencies or bodies and others, generally with respect to ingress and egress rights for utilities such as water, sewer, gas, telephone, and fiber, and in order to construct sidewalks and the like on the Corporation's property provided such rights do not have a material adverse effect on the value of the Corporation's affected property and do not adversely affect the Corporation's use of its property or property rights and provided that the granting of the easement is complies with the Department's Easement Grants of FPL Property Procedures effective April 12, 2006 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Easement Procedures"); and

WHEREAS, the Corporation receives requests from time to time from third party property owners requesting a release of easement due to an encroachment by such property owners into the Corporation's easements, and the Corporation may be willing to grant such a release of easement, provided said release does not have a material adverse effect on the value of the Corporation's affected property and does not adversely affect the Corporation's use of its property or property rights, and provided that any such release of easement is prepared and executed in the ordinary course of the Corporation's business and in compliance with the Department's Release of Easement Procedure, effective January 1, 1994, as revised in February 2006 (such procedure as in effect on the date hereof and as revised from time to time after the date hereof; the "Release of Easement Procedures") and

WHEREAS, the Corporation receives requests from time to time from third party property owners to release an easement due to an encroachment by such property owners into the Corporation's easements, to which requests the Corporation does not wish to accede, but in connection with which the Corporation may be willing to execute a Non-Disturbance Agreement (which is a recordable document by which the property owner agrees not to further encroach into the easement and the Corporation acknowledges the encroachment without releasing any easement rights), provided said encroachment does not have a material adverse effect on the value of the Corporation's affected property and does not adversely affect the Corporation's use of its property or property rights, and provided that a Non-Disturbance Agreement or subordination agreement is prepared and executed in the ordinary course of the Corporation's business in compliance with the Department's Non-Disturbance Agreement Procedure effective January 1, 1994, as revised in February 2006 (such procedure as in effect on the date hereof and as revised from time to time after the date hereof; the "Non-Disturbance Agreement Procedure"); and

WHEREAS, the Corporation receives requests from time to time from third party property owners and others to subordinate the Corporation's existing easement rights to such property owners' and others' rights pursuant to a subordination agreement, and the Corporation may be willing to do so, provided said subordination does not have a material adverse effect on the value of the Corporation's affected property and does not adversely affect the Corporation's use of its property or property rights, and provided that a subordination agreement is prepared in the ordinary course of the Corporation's business in compliance with the Department's Subordination of Easement Procedure effective May 1995, as revised in February 2006 (such procedure as in effect on the date hereof and as revised from time to time after the date hereof, the "Subordination of Easement Procedures"); and

WHEREAS, the Director of Corporate Real Estate's authority to execute and deliver agreements and to otherwise bind the Corporation with respect to the real estate transactions described above is expressly subject to and limited by the Department's Approval Levels for Real Estate Transactions (as in effect on the date hereof and as revised from time to time after the date hereof, the "Director's Approval Levels"); and

WHEREAS, subject to the limitations set forth in the resolutions below, the Board deems it appropriate to authorize the Department to negotiate, execute and perform under written agreements on behalf of the Corporation with respect to those real estate transactions described herein that have been executed in compliance with the Acquisition Procedures, Sale Procedures, Mitigation Bank Procedures, Lease and License Procedures, Consent Agreement Procedures, Easement Procedures, Release of Easement Procedures, Non-Disturbance Agreement Procedures and Subordination of Easement Procedures (collectively, the "Department Procedures") and the Director's Approval Levels.

NOW THEREFORE, be it

RESOLVED, that each of the officers of the Corporation (other than the Corporate Secretary or any Assistant Secretary or Assistant Treasurer) and the Corporation's Director of Corporate Real Estate be, and each such person, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Corporation and subject to compliance with the Department Procedures and the Director's Approval Levels, to negotiate the terms of, execute and deliver from time to time (i) definitive agreements to purchase or sell real property, or lease or license Corporation property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such authorized person may approve, such approval (and compliance with the Department Procedures) to be evidenced conclusively by the execution and delivery by such person of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be (a) purchased or sold, or (b) leased or licensed, in each case as determined in compliance with the Department Procedures, does not exceed One Million Dollars (\$1,000,000) in the aggregate, (ii) agreements to sell Mitigation Bank Credits from the Corporation's Mitigation Bank, in such form and with such amendments, additions, modifications and

corrections as such person may approve, such approval (and compliance with the Department Procedures) to be evidenced conclusively by the execution and delivery by such person of any such agreement provided that (in each case) the total fair market value of the applicable sale of the Credits that are the subject of any such agreement as determined in compliance with the Department Procedures does not exceed One Million Dollars (\$1,000,000) in the aggregate, (iii) definitive right of way consent agreements to third party land owners that own property upon which the Corporation has an easement, which agreements grant the right to such landowners to utilize the Corporation's easement in a manner that does not have a material adverse effect on the value of the Corporation's affected property and does not adversely affect the Corporation's use of its property or property rights, in such form as, and with such amendments, additions, modifications and corrections as, the Director of Corporate Real Estate may approve, such approval (and compliance with the Department Procedures) to be evidenced conclusively by the execution and delivery by such person of any such agreement, (iv) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Corporation or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Corporation's properties, (v) definitive releases of easement, provided said releases of easement do not have a material adverse effect on the value of the Corporation's affected property and do not adversely affect the Corporation's use of its property or property rights, (vi) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Corporation's easement and the Corporation acknowledges the encroachment without releasing any easement rights, and (vii) definitive subordination agreements; and

FURTHER RESOLVED, that the authority granted to the Director of Corporate Real Estate in the immediately preceding resolution with respect to leases and licenses of FPL property with an appraised value no greater than \$250,000, right of way consent agreements, easements, releases of easements, Non-Disturbance Agreements and/or subordination agreements may be delegated by the Director of Corporate Real Estate by a written delegation to the Corporate Real Estate Area Manager; and

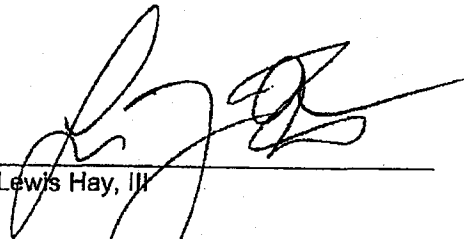
FURTHER RESOLVED, that each of the officers of the Corporation and the Corporation's Director of Corporate Real Estate, be, and each such officer and the Director of Corporate Real Estate, acting singly, hereby is, authorized, directed and empowered to take, or cause to be taken, for and in the name and on behalf of the Corporation, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Corporation, all such instruments and documents as such person may deem appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person), and all actions heretofore taken by the Director of Corporate Real Estate, the Corporate Real Estate Area Manager or any officer of the Corporation in connection with the subject of the foregoing resolutions be, and all such

actions hereby are, approved, ratified and confirmed in all respects as the act and deed of the Corporation; and

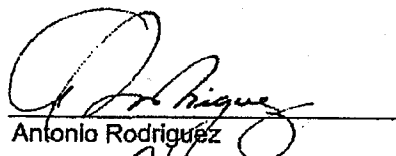
FURTHER RESOLVED, that the foregoing resolutions supersede the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of July 21, 2003 with respect to the authority of Nancy Swaiwell to execute any documents conveying or accepting any kind of interest in real property on behalf of the Corporation.

This Unanimous Written Consent may be executed in one or more counterparts, a complete set of which shall constitute one original.

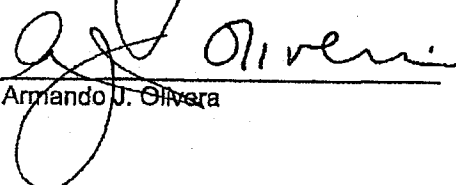
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent this 31st day of May, 2006.



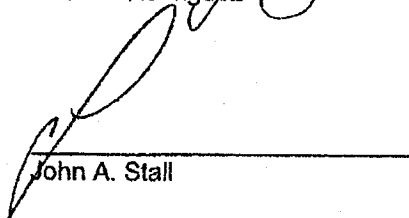
Lewis Hay, III



Antonio Rodriguez



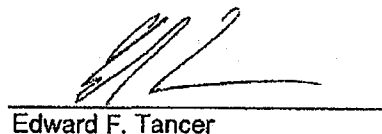
Armando J. Olivera



John A. Stall



Moray P. Dewhurst



Edward F. Tancer



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FLORIDA POWER & LIGHT CO CIK#: 0000037634 (see all company filings)

SIC: 4911 - ELECTRIC SERVICES
State location: FL | State of Inc.: FL | Fiscal Year End: 1231
(Assistant Director Office No 2)

Business Address
700 UNIVERSE BLVD
JUNO BEACH FL
33408
5616943715

Mailing Address
P O BOX 14000
JUNO BEACH FL
33408

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Items 1 - 40

Filings Format	Description	Filing Date	File/Film Number
S-3ASR Documents	Automatic shelf registration statement of securities of well-known seasoned issuers Acc-no: 0001047469-09-007116 (33 Act)	2009-08-03	333-160987-07 09980426
10-Q Documents Interactive Data	Quarterly report [Sections 13 or 15(d)] Acc-no: 0000753308-09-000086 (34 Act)	2009-07-31	002-27612 09976890
8-K Documents	Current report, items 2.02 and 9.01 Acc-no: 0000753308-09-000075 (34 Act)	2009-07-28	002-27612 09965866
8-K Documents	Current report, item 2.03 Acc-no: 0000753308-09-000071 (34 Act)	2009-07-22	002-27612 09956805
ARS Documents	[Paper] Annual Report to Security Holders Acc-no: 9999999997-09-019534 (34 Act)	2009-05-07	002-27612 09011231
10-Q Documents	Quarterly report [Sections 13 or 15(d)] Acc-no: 0000753308-09-000043 (34 Act)	2009-05-06	002-27612 09799081
8-K Documents	Current report, items 2.02 and 9.01 Acc-no: 0000753308-09-000038 (34 Act)	2009-04-28	002-27612 09774058
8-K Documents	Current report, items 8.01 and 9.01 Acc-no: 0000753308-09-000035 (34 Act)	2009-03-19	002-27612 09693577
8-K Documents	Current report, item 8.01 Acc-no: 0000753308-09-000033 (34 Act)	2009-03-18	002-27612 09691700
424B2 Documents	Prospectus [Rule 424(b)(2)] Acc-no: 0001047469-09-002558 (33 Act)	2009-03-12	333-137120-07 09675605
FWP Documents	Filing under Securities Act Rules 163/433 of free writing prospectuses Acc-no: 0001104659-09-016382 (34 Act)	2009-03-11	333-137120-07 09672320
424B5 Documents	Prospectus [Rule 424(b)(5)] Acc-no: 0001047469-09-002466 (33 Act)	2009-03-11	333-137120-07 09671891
10-K Documents	Annual report [Section 13 and 15(d), not S-K Item 405] Acc-no: 0000753308-09-000025 (34 Act)	2009-02-27	002-27612 09639306
8-K Documents	Current report, items 2.03, 8.01, and 9.01 Acc-no: 0000753308-09-000017 (34 Act)	2009-01-27	002-27612 09546703