

After recording return to:

Florida Power & Light Company  
Corporate Real Estate Dept.  
700 Universe Boulevard  
Juno Beach, Florida 33408

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Easement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 ("**Effective Date**") by and between Florida Power & Light Company, a Florida corporation ("**Grantor**") and the City of Port St. Lucie, a Florida municipal corporation ("**Grantee**").

### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in St. Lucie County, Florida, being more particularly described and depicted on Exhibit A ("**Easement Premises**") attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive and perpetual easement over, upon, across, through, within and under the surface of the Easement Premises according to the terms conditions, provisions, covenants, promises, requirements, obligations and duties hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor does hereby sell, convey, bargain and grant unto Grantee, a non-exclusive and perpetual easement over, upon, across, through, within and under the surface of the Easement Premises for the sole purpose, of Grantee, and its agents, contractors and subcontractors for installing, constructing, operating, repairing, replacing and maintaining one (1) thirty inch (30") polyvinyl chloride pipe for raw water purposes ("**Utility Facilities**"), but not for any other purpose.

3. Reservation of Grantor Rights. Grantor hereby reserves all rights of ownership in and to the Easement Premises and keeps, saves, preserves, maintains, and reserves unto itself and to each and all of its successors and assigns, all of Grantor's rights and interests in and to the Easement Premises, including, without limitation, the right to grant further easements over, upon, across, through, within and under the surface of the Easement Premises and the right to use the Easement Premises for all uses whatsoever so long as those uses are consistent with this Easement and do not interfere with Grantee's Utility Facilities. Grantor, along with its successors, assigns, lessees, licensees and invitees may enter the Easement Premises at any time and for any reason and enjoy the full use of the Easement Premises and facilities thereon and therein without further notice to Grantee. Grantor may, at its sole discretion, construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises so long as those uses are consistent with this Easement and do not interfere with Grantee's Utility Facilities. Grantor may convey ownership, easement and lease rights and interests along with license agreements to one or more persons and entities to the Easement Premises and allow such persons and entities to construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises, so long as those uses are consistent with this Easement and do not interfere with Grantee's Utility Facilities. Grantee's easement rights and Grantee's use and maintenance of the Easement Premises are now and shall always be subject, subordinate and inferior to Grantor's rights in and to the Easement Premises and to each and all of Grantor's mortgages, liens, obligations, prior easements, prior lease agreements, prior license

agreements, and encumbrances applicable or related to the Easement Premises and Grantor's title to and ownership of the Easement Premises whether or not recorded in any public record. Grantee shall not interfere with Grantor's facilities, or with Grantor's use of the Easement Premises, or with the facilities of or use of the Easement Premises by or through any person or entity which has a right to use the Easement Premises. Grantor shall not unreasonably interfere with or prevent Grantee's use of the Easement Premises for the purpose described and authorized herein. Notwithstanding anything to the contrary contained in this paragraph, Grantor may not utilize Grantee's Utility Facilities without the consent of Grantee, or operate, use, maintain, repair, alter, modify, change, replace, modify or remove Grantee's Utility Facilities and improvements. Grantor shall not interfere with Grantee's Utility Facilities, or with Grantee's use of the Easement Premises.

4. Easement Relocation. At any time following the Effective Date, Grantor may at its sole discretion, relocate the Easement Premises upon delivering no less than thirty (30) days prior written notice to Grantee of such relocation. Grantor and Grantee shall cooperate and work together in good faith to agree upon an alternate location, footprint, design and construction plan for the new easement premises ("**New Easement Premises**") which shall be similar to the Easement Premises in area and appropriateness for the use of Grantee's purposes, in which event the New Easement Premises shall be deemed to be the Easement Premises for all purposes under this Easement. Grantor shall directly pay for all reasonable costs directly related to relocation of the Easement Premises, unless such relocation is due to or in any way caused by or related to an action of condemnation undertaken by any entity not directly controlled by or related to the Grantor. Grantee shall have one hundred eighty (180) days from the date the New Easement Premises is secured in which to relocate all Grantee Utility Facilities.

5. Condemnation. Grantee must cooperate in good faith with Grantor concerning each and every condemnation action exercised by each entity authorized by applicable law to exercise power of condemnation over and affecting the Easement Premises. Grantor shall be entitled to receive the entire award or payment in connection with any taking of the Easement Premises, or any portion thereof, without deduction therefrom for any estate vested in Grantee by this Easement and Grantee shall receive no part of such award or payment. Grantee may seek its own compensation and reimbursement for Grantee's damages and other costs from an entity which exercises a condemnation action, provided that such award does not decrease the size of any award Grantor may be entitled to in connection with any taking of the Easement Premises, or any portion thereof. Grantor has no duty or obligation to relocate the Easement Premises, modify this Easement, or otherwise compensate, reimburse Grantee, or make Grantee whole for any effect which occurs to Grantee as a result of or associated with a condemnation action.

6. Grantee Encumbrances. Grantee shall not, without express prior written agreement with and prior approval from Grantor, directly or indirectly create or cause any lien, mortgage, security pledge, or any form of encumbrance(s) to be applied to or affect the Easement Premises. Grantee shall permit no liens or claims of lien to be filed against the Easement Premises and shall promptly discharge or transfer to bond any lien that may be filed against the Easement Premises by reason of Grantee's activities thereon. It is understood and agreed by Grantee that it is not given any lien rights against the Easement Premises, and any such rights are hereby waived and released.

7. Restrictions. Grantee shall not use the Easement Premises in any manner which Grantor believes in its sole opinion will restrict, impair or interfere with Grantor's existing or future use of the Easement Premises or could cause a hazard or threat of injury to any person(s) or property. Grantee shall not construct or install anything within the Easement Premises that does or will exceed a height of fourteen (14) feet above the ground surface.

8. Compliance with Laws. Grantee shall at all times and at its sole expense, comply with each and every present and future law, ordinance and regulation of any state, municipal, federal, or other governmental, or lawful authority applicable to Grantee's use and maintenance of, and right to use, the Easement Premises.

9. Design, Construction and Maintenance. At all times during this Easement, in order to protect persons and property, Grantee, at its sole expense, shall provide all types of repair and maintenance

to the Easement Premises which are typical and customary according to the purpose for which this Easement is granted. Grantor shall have the right, but not obligation, to direct Grantee to perform maintenance as deemed reasonably necessary. Before commencing any type of digging, drilling, excavation or other work below the ground surface, Grantee shall, as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements within the Easement Premises shall adhere to Grantor's standard requirements attached hereto as Exhibit "B", Exhibit "C" and Exhibit "D".

To avoid interference with Grantor's use of the Easement Premises and/or by any other person or entity authorized to use the Easement Premises, and to ensure each proposed construction and maintenance activity is acceptable to Grantor, the Grantee shall not perform construction or maintenance within the Easement Premises until approved in writing by Grantor, which approval will not be unreasonably withheld or delayed. For all construction and maintenance within or directly affecting the Easement Premises, Grantee must adhere to Grantor's standard requirements attached hereto as Exhibit "B", Exhibit "C", and Exhibit "D".

If an emergency situation occurs which requires immediate repair of any facility within the Easement Premises to prevent injury to persons or property, then Grantee may at its discretion hire a licensed contractor to commence repair of the facility(ies) within the Easement Premises. In the case of an emergency situation, Grantee shall notify and consult with Grantor by telephone and/or electronic mail as soon as possible.

10. Indemnity. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Grantor, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "**FPL Entities**"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Grantee, its contractors, agents, or employees, unless solely caused by Grantor's gross negligence; and Grantee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Grantee shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, if applicable.

11. Insurance.

a. Grantee Insurance: Grantee is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the city (as it now is written as it may be amended by the legislature at future dates).

b. Grantee Contractor Insurance: Grantee shall cause each of Grantee's contractors and subcontractors performing work in connection with the project during the period of this Agreement, to procure and maintain at such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of \$1,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by Grantee in indemnity provision set forth in Paragraph 11 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Automobile Liability Insurance which shall

apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. Upon request, copies of Grantee's contractors' and subcontractors' policies will be furnished to Grantor by Grantee. Grantee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

c. Grantee and Grantee's contractor insurance shall be primary and include a waiver of subrogation in favor of Grantor. Grantor shall be listed as a name insured on required insurance policies (excluding Workers' Compensation). All must meet the same insurance requirements, with the exception of "when required by written contract", and must list the Grantor as an additional insured.

12. Default and Waiver. If Grantor or Grantee has failed and/or is failing to adequately perform, or comply with, any term, condition, provision, covenant, promise, requirement, obligation or duty contained in this Easement, then the non-defaulting party may send a written notice of default to the defaulting party describing the default. In which case, the defaulting party shall immediately commence all necessary action(s) to cure the default(s). A notice of default may also describe specific action(s) which the defaulting party must undertake to correct the default(s). **However, if Grantee fails at any time for any reason to comply with each and all of Grantee's covenants, promises, requirements, obligations and duties regarding the insurance policy as described and required by this Easement, then Grantor may elect to immediately terminate this Easement.** All defaults must be cured by the defaulting party no later than thirty (30) days immediately following a notice of default, and if any such default is not cured within the above prescribed thirty (30) day time period, then the non-defaulting party may pursue any remedy available at law or in equity, or available pursuant to the terms hereof, or otherwise available, including termination of this Easement. Either party may, but is not required to, also commence any other action to cure any default(s) if it believes in its sole discretion that such action is necessary and prudent. Either party may provide a notice of a default at any time regardless of the period of time which may have elapsed since the default first occurred or became known, and the passage of time shall not constitute a waiver of such default nor a waiver of any term, condition, provision, covenant, promise, requirement, obligation or duty to which the parties are bound or obligated to abide by, nor shall the waiver of any right occasioned by a default in any one or more instances constitute a waiver of any right occasioned by either a subsequent default of the same obligation or by any other default. This paragraph shall survive expiration or termination of this Easement coextensively with other surviving provisions of this Easement.

13. Termination. Grantor may terminate this Easement due to a default by Grantee as described herein, or if Grantee abandons use of the Easement Premises for a period of ninety (90) calendar days.

At the time this Easement becomes expired, terminated or extinguished, each party hereto shall be relieved of all terms, conditions, provisions, covenants, promises, requirements, obligations and duties contained herein except those specifically intended to survive the expiration, termination or extinguishment hereof which shall continue to be effective and in force as described herein.

After this Easement becomes expired, terminated or extinguished and within thirty (30) calendar days following Grantor's request, Grantee shall execute and return to Grantor, one or more written instrument(s) prepared by and in a form acceptable to Grantor for proper recording in the official public records of St. Lucie County, Florida for the purpose of providing constructive notice of such expiration, termination or extinguishment. Grantee's obligation to observe and perform this covenant shall survive the expiration, termination or extinguishment of this Easement. If Grantee fails to execute and return each such written instrument(s) to Grantor within the prescribed thirty (30) calendar-day time period, then Grantor may act alone and record any written instrument(s) into the official public record and perform any other action necessary to provide constructive notice regarding the expiration, termination or extinguishment of this Easement.

14. Surrender and Restoration. Grantee shall vacate and surrender the Easement Premises upon the expiration or earlier termination of this Easement. Additionally, on the expiration or earlier termination of this Easement, Grantor may require Grantee, at Grantee's sole cost, to remove any or all improvements and facilities constructed and installed by Grantee within the Easement Premises and to

restore the Easement Premises to a physical condition as near as possible to which the Easement Premises existed on the Effective Date. Grantee's obligation to observe and perform this covenant shall survive the expiration or earlier termination of this Easement.

15. Holding Over. If Grantee refuses and/or fails for any reason to vacate, surrender or restore all or any portion of the Easement Premises by the date upon which this Easement becomes expired or terminated for any reason, then no tenancy, ownership or other legal interest in the Easement Premises to the benefit of Grantee shall result therefrom, but such holding over shall be an unlawful detainer and Grantee and each and every other person and/or entity who utilizes the Easement Premises by, under, based upon, or related to this Easement shall be deemed to be a trespasser subject to immediate eviction, ejection and/or other method of removal, and Grantor shall immediately be entitled to pursue any remedy available at law or in equity, or available pursuant to the terms hereof, or otherwise available (including, without limitation self-help) to obtain possession of the Easement Premises. This paragraph shall survive expiration or termination of this Easement coextensively with other surviving provisions of this Easement.

16. Governing Law and Venue. All litigation, legal actions, and legal proceedings which arise or result from, and/or are in any way caused by, associated with, related to, or connected with this Easement are and shall be governed and interpreted according to the laws of the State of Florida (excluding its conflicts of laws provisions) and the federal laws of the United States of America and in the event of any litigation arising hereunder, the venue for any such litigation, shall be in any federal or state court having jurisdiction in St. Lucie County, Florida.

17. Jury Trial Waiver. GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE NOW AND FOREVERMORE, EACH AND ALL OF THEIR RIGHT(S) THAT EITHER PARTY HAS NOW OR MAY HAVE AT A FUTURE TIME TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION UNDER, BASED UPON, ARISING FROM, ASSOCIATED OR CONNECTED WITH, OR RELATED TO THIS EASEMENT AND/OR GRANTEE'S RIGHT OF EASEMENT CREATED AND GRANTED HEREIN, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF OR BY GRANTOR AND/OR GRANTEE. ANY PARTY HERETO MAY FILE A COPY OF THIS EASEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

18. Severability. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed to be in full force and effect.

19. Constructive Notice. All owners, mortgagees, creditors and other entities now having and/or who acquire any form of interest in or to this Easement or the Easement Premises by or through Grantee are hereby constructively notified that each and every right, privilege, term, condition, provision, covenant, promise, requirement, obligation and duty in this Easement is applicable to their respective interest and shall not be lessened, reduced, diminished, compromised, modified, or altered in any way, and that each and every form of legal right and/or interest in and to this Easement or the Easement Premises held by any such person and/or entity shall be subject to and governed by this Easement.

20. Actual Notice. Each notice pursuant to this Easement sent by either Grantor or Grantee to one another shall be in writing and sent by at least one of the following methods: (i) United States Postal Service ("USPS") certified mail with return receipt requested, or (iii) Federal Express, United Parcel Service ("UPS") or other national overnight delivery carrier with delivery confirmation. All notices shall be sent with all postage and related fees prepaid in advance by the sender sufficient to carry each notice without cost to the addressee to its destination as follows:

Upon Grantor: Florida Power & Light Company – B2A/JB

700 Universe Blvd.  
Juno Beach, FL 33408

Upon Grantee: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attention: City Manager

With Copy to: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attention: City Attorney

or to any other substitute address which Grantor and/or Grantee may subsequently designate per advance written notice. Each Notice shall be deemed given and served upon the addressee as of the date when it is actually delivered to the addressee's then designated address or as of the date when actual delivery is first attempted (whichever occurs first) by USPS, Federal Express, UPS or other national overnight delivery carrier.

21. Recording. Grantee shall, at its sole expense, provide constructive notice of the existence of this Easement by recording this instrument in the official public records of St. Lucie County, Florida on or before the fifth (5th) business day which immediately follows the Effective Date, and Grantee shall provide a copy of this instrument to each and every person or entity who has a legal ownership, collateral or other financial interest in and to Grantee's interest in the Easement Premises as of and after the Effective Date while the Term of this Easement remains effective and in force.

22. Headings and Gender. All headings in this Easement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Easement. In construing this Easement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

23. Construction. This Easement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being recognized that both Grantor and Grantee entered into it freely without duress, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits, schedules, addendums or amendments hereto.

24. Entire Agreement. This Easement contains and constitutes all of the rights, privileges, terms, conditions, provisions, covenants, promises, requirements, obligations and duties of the entire understanding and agreement between Grantor and Grantee and there are no other agreements, terms, conditions, provisions, covenants, promises, requirements, obligations or duties other than those set forth herein, and this Easement supersedes all prior discussions, negotiations, understandings and agreements between the parties, whether oral or written.

25. Amendments. This Easement may not be changed, modified, altered or amended, except by a subsequent written agreement mutually executed by and between Grantor and Grantee, or their respective successors or assigns.

26. No Third Party Beneficiary Rights. Unless expressly stated otherwise herein, this Easement shall not confer any right, benefit or remedy, either intended or incidental, upon any third party.

27. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed, acknowledged and delivered, all as of the Effective Date.

**Witnesses for Grantor:**

**Grantor:**

Florida Power & Light Company,  
a Florida corporation

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Post Office Address: 700 Universe Boulevard  
Juno Beach, Florida 33408

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
It's: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Post Office Address: 700 Universe Boulevard  
Juno Beach, Florida 33408

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Florida Power & Light Company, a Florida corporation, and who is duly authorized to execute this document and is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

**Witnesses for Grantee:**

**Grantee:**

City of Port St. Lucie, a Florida municipal corporation

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Post Office Address: 121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

By: \_\_\_\_\_  
Print Name: Jesus Merejo  
It's: City Manager

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Post Office Address: 121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

**ACKNOWLEDGEMENT**

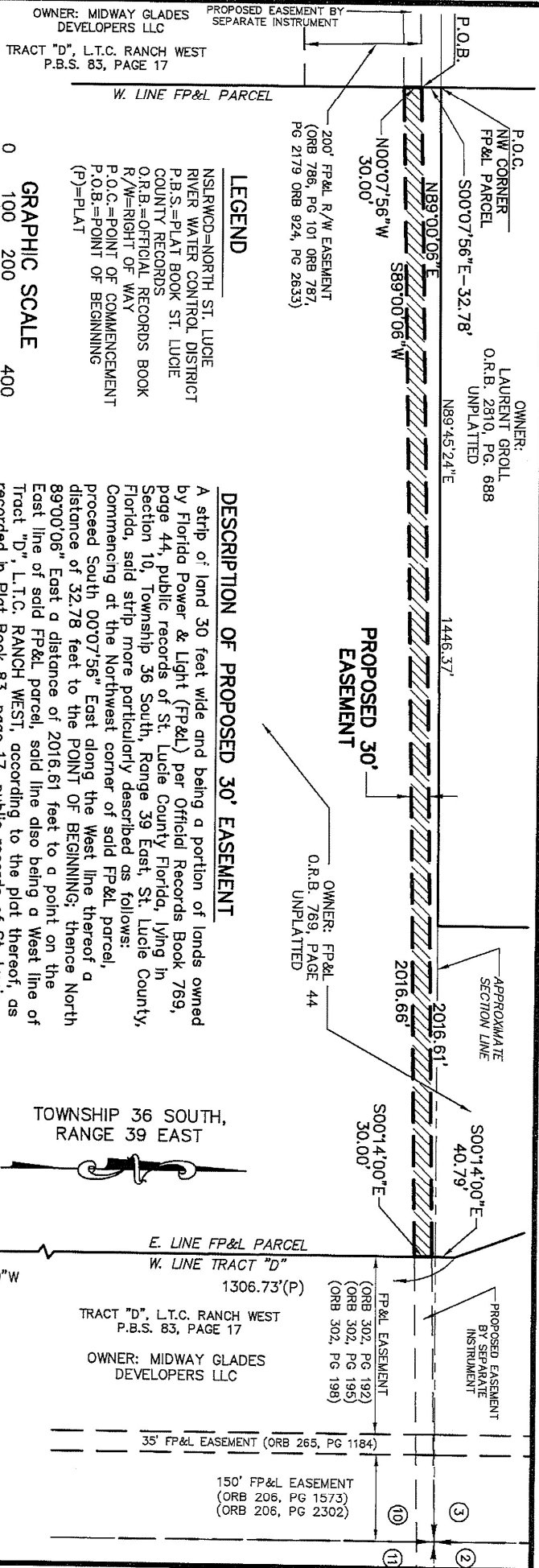
STATE OF FLORIDA            )  
  )  
COUNTY OF ST. LUCIE        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jesus Merejo, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, and who is duly authorized to execute this document and is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_





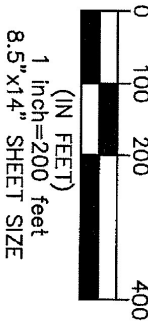
OWNER: MIDWAY GLADES DEVELOPERS LLC  
 TRACT "D", L.T.C. RANCH WEST  
 P.B.S. 83, PAGE 17

PROPOSED EASEMENT BY SEPARATE INSTRUMENT

**LEGEND**

- NSLRWCD=NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
- P.B.S.=PLAT BOOK ST. LUCIE COUNTY RECORDS
- O.R.B.=OFFICIAL RECORDS BOOK
- R/W=RIGHT OF WAY
- P.O.C.=POINT OF COMMENCEMENT
- P.O.B.=POINT OF BEGINNING
- (P)=PLAT

**GRAPHIC SCALE**

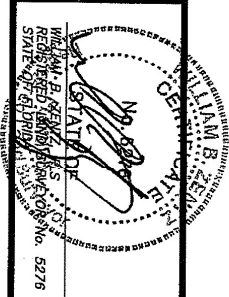


**NOTES:**

1. This sketch is not a survey.
2. Lands shown hereon were not abstracted for rights-of-way or easements of record.
3. Reproductions of this drawing are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
4. Description shown is originated hereon.
5. Owners shown are per current St. Lucie County Property appraisers information.

**DESCRIPTION OF PROPOSED 30' EASEMENT**

A strip of land 30 feet wide and being a portion of lands owned by Florida Power & Light (FP&L) per Official Records Book 769, page 44, public records of St. Lucie County Florida, lying in Section 10, Township 36 South, Range 39 East, St. Lucie County, Florida, said strip more particularly described as follows: Commencing at the Northwest corner of said FP&L parcel, proceed South 00°07'56" East along the West line thereof a distance of 32.78 feet to the POINT OF BEGINNING; thence North 89°00'06" East a distance of 2016.61 feet to a point on the East line of said FP&L parcel, said line also being a West line of Tract "D", L.T.C. RANCH WEST, according to the plat thereof, as recorded in Plat Book 83, page 17, public records of St. Lucie County Florida and said point being distant South 00°14'00" East, 40.79 feet from a bend point in the West line of said Tract "D" which is distant distant North 00°14'00" West, 1306.73 feet from the Southeast corner of said FP&L parcel; thence South 00°14'00" East along said East line a distance of 30.00 feet; thence South 89°00'06" West a distance of 2016.66 feet to a point on aforementioned West line of said FP&L parcel; thence North 00°07'56" West along said West line a distance of 30.00 feet to the POINT OF BEGINNING.



**William B. Zentz & Associates, Inc.**  
 Professional Surveying & Mapping  
 CERTIFICATE OF AUTHORIZATION (LD) No. 6840  
 684 Old Dixie Highway  
 Vero Beach, FL 32962  
 Phone: (772) 567-7552

**SKETCH OF DESCRIPTION**

JOB No.	119-046
DATE	1/14/22
SHEET OF	1

**EXHIBIT "B"  
(FORM 360)**



**NOTIFICATION OF FPL FACILITIES**

Customer/Agency \_\_\_\_\_ Date of Meeting/Contact: \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_ Project Number/Name: \_\_\_\_\_  
 Location of Project \_\_\_\_\_ City: \_\_\_\_\_  
 FPL Representative \_\_\_\_\_ Phone: \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_ FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> <small>(29 CFR 1910.333 and 1926.600)</small>	<u>Cranes and Derricks</u> <small>(29 CFR 1926.1407, 1408)</small>	<u>Travel under or near Power Lines (on construction sites, no load)</u> <small>(29 CFR 1926.600 - Equipment) (1926.1411 - Cranes and Derricks)</small>	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

**\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**  
**\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor \_\_\_\_\_

Address \_\_\_\_\_

FPL Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

Customer/Developer/Contractor Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "C"**  
**EASEMENT STANDARDS**

1. **Minimum Pipeline Depth.** Depth of cover over the Pipeline in other areas shall be no less than forty-eight (48) inches and shall comply with all applicable standards and cover requirements for Grantee's Pipeline.
2. **Pipeline Location.** Grantee shall insert markers designating the outer edges of its Pipeline at each location adjacent to an existing Grantor pole.
3. **FPL Distribution.** Grantor's underground or overhead distribution facilities may be located within the Easement Area. In the event that such facilities interfere with Grantee's ability to perform routine maintenance or emergency repairs that requires excavation to the Pipeline, Grantor will cooperate with Grantee to ensure Grantee can work safely around Grantor's facilities at Grantee's expense.
4. **FPL Facilities.** FPL Facilities (as used herein, the term "FPL Facility" or "FPL Facilities" shall mean FPL electrical transmission or distribution facilities, including anchors, guys and appurtenant equipment) may be located within the Pipeline Easement Area.
5. **Perpendicular Crossings.** Within the Pipeline Easement Area, Grantor may install distribution or transmission facilities which cross Grantee's Pipeline in an approximate perpendicular (90 degree) manner and twenty-four (24) inches of clearance.
6. **FPL Vehicular Traffic and Equipment.** Any plans, designs or specifications for the installation of Grantee's Pipeline within the Pipeline Easement Area shall be sufficient to accommodate vehicular traffic and equipment commonly used in the construction, operation and maintenance of FPL Facilities.
7. **Access to FPL Facilities.** At all times during exercise by Grantee of any rights granted pursuant to this Easement Agreement, Grantee must maintain reasonable access for Grantor to construct, maintain, repair or replace FPL Facilities.
8. **Spoil Areas.** Grantee shall not allow spoil areas to exceed a height anywhere within Grantor's property which has not been approved by Grantor following joint review to assure safety on and security of sites, and Grantee shall comply with all applicable clearance requirements and standards.
9. **Trench Box/Shores.** All trenches will require a trench box/shores with a maximum width of four (4) feet.
10. **AC Mitigation Study.** Grantor may require grantee to perform a study depending upon the facilities installed within the easement area.
11. **Miscellaneous.** Nothing herein shall be construed as affecting any of Grantor's rights or use of its property outside of the Easement Area, nor shall it be construed as imposing burdens on Grantor as to the Easement Area.

## SPECIFICATIONS AND INSTRUCTIONS FOR JOINT USE OF TRANSMISSION RIGHT-OF-WAY

### 1. OVERVIEW

When joint use of transmission line right-of-way is requested for pipelines (natural gas, oil, water, sewage, etc.), cables and other metallic buried facilities parallel to the overhead line facilities, an Electromagnetic Interference Study, a Safety Assessment and Mitigation Study should be conducted. Typically a mile or more of parallel with a proximity of less than 100 ft. will have electrical interaction. However, close proximity to structures with less than a mile of parallel should be evaluated also.

Occupancy of the right-of-way by an entirely non-metallic pipeline or other facility (example: all dielectric fiber optic cable, with no metallic strength members or metallic shielding) will have no electrical interaction with the transmission line. No electrical mitigation effects for such a pipeline or other non-metallic facility are required. Approval of the joint use for a non-metallic facilities need not consider electrical effects.

A metal pipeline (including plastic coated metal pipelines), metal reinforced concrete pipeline with the sections bonded together or other linear metallic facility will be exposed to several electrical effects which will have to be assessed and may have to be mitigated for.

### 2. FAULT PATH

#### A fault at a transmission structure in the area of mutual parallel occupancy

The fault current flows into the earth and arcs onto the metallic buried facility, raising its voltage, and the voltage of any apparatus in contact with it, creating potentially unsafe conditions. Also, this effect can cause damage to a pipeline where the arc enters and/or exits, which could be a serious safety concern for pipes carrying flammable materials.

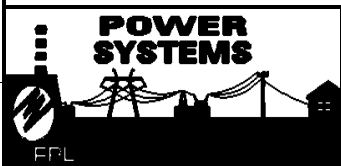
#### A fault at a transmission structure outside the area of mutual parallel occupancy

The fault current will flow through the part of the line of mutual parallel occupancy inducing a current in the metallic buried facility. This induced current can produce potentially high voltages on the buried facility and any apparatus connected to it.

#### Steady State full load conditions

Full load current could also cause unsafe voltages on all apparatus in contact with metallic buried facilities along the transmission right-of-way, especially if the parallel distance is long.

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### TRANSMISSION DESIGN GUIDE

DATE:

Approved:

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# SPECIFICATIONS AND INSTRUCTIONS FOR JOINT USE OF TRANSMISSION RIGHT-OF-WAY

## 3. MITIGATION STUDY

A mitigation study for the appropriate design of a mitigation system is required to reduce these effects to a safe level. The study must also consider any influence on the corrosion of both the pipeline and the transmission line grounding system. This type of mitigation study needs to be carried out by an engineering consultant particularly qualified and experienced in this specialty. The study's report should include sections for: Modeling & Analysis, Safety Assessment, Recommendations and Alternatives. The consultant listed below is qualified to perform these studies.

Safe Engineering Services & Technologies, Ltd.  
3055 Blvd. Des Oiseaux  
Laval, Quebec, Canada, H7L 6E8  
Contact Person: Dr. Farid Dawalibi  
1-800-668-3737

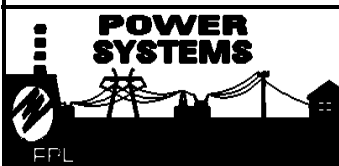
Ark Engineering & Technical Services, Inc.  
409 Pond Street, Suite 12  
Braintree, MA 02184  
Contact Person: Robert Allen  
781-849-3800

Integrity Engineering  
1108 H.L. Smith Road  
Haines City, FL 33844  
Contact Person: Eric Diamond  
508-346-3096

Typically the consultant will need plans and profiles of all the facilities involved, electrical characteristics of the facilities and soil resistivity readings along the route where facilities are parallel. FPL will supply the engineering consultant with the electrical characteristics, physical dimensions and location of the transmission line for use in conducting the study. The owner of the other facilities shall supply the consultant with electrical and dimensional details of their facilities, as well as being responsible for any soil resistivity survey required.

Where the facility is metallic the joint user should agree to have the study and mitigation design prepared and submitted to FPL for approval (Transmission Design & Transmission Engineering) prior to FPL's final approval of the joint use agreement.

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## TRANSMISSION DESIGN GUIDE

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