

Structure No.: 42W4
Section 26&35, Township 17S, Range 37S:
Easement No.: C01900210
Parcel ID:
(Maintained by County Appraiser)

RIGHT-OF-WAY CONSENT AGREEMENT
(Governmental Entity)

This Right-of-Way Consent Agreement (“**Agreement**”) is dated this ___ day of _____20___, by and between Florida Power & Light Company, a Florida corporation (“**Company**”), with a mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, and the City of Port St. Lucie, a political subdivision of the State of Florida (“**Licensee**”), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

In consideration for Company’s consent hereunder and for the other mutual covenants set forth below, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Company is the current holder of that certain right-of-way granted under that certain instrument recorded in (i) Deed Book 234, at Page 102, and Official Record Book 97 at Page 505 in the Public Records of St. Lucie County, Florida (“**Easement**”).

2. Company hereby consents to Licensee using those certain portions of the real property located within the Easement as more particularly depicted and described on attached Exhibit A (“**Lands**”) solely for the purpose of maintaining extension of Becker Road to include pipe crossings, access driveway, and modification to drainage ditch (the “**Project**”) in accordance with the approved plans and specifications attached hereto as Exhibit B.

3. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

4. Licensee understands that Company has a right and interest in and to these Lands under the Easement. Licensee understands that Company may maintain its facilities located on these Lands; make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company’s business or operations; and the right to enter upon the Lands at all times for such purposes. Company, however, shall not unreasonably or unnecessarily interfere with Licensee’s granted use of the Lands hereunder.

5. Licensee and Company shall coordinate any activities that may from time-to-time require Licensee to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within a reasonable period of time after receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company. Company shall be obligated to make all efforts to minimize any activities that would involve such interference with Licensee’s use of the area.

6. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act (“**CERCLA**”) (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with this provision.

7. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B, and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy-five (75) feet on each side of the centerline of Company's existing and planned facilities.

8. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

9. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B and metallic luminaries will be allowed by Company, as long as the poles are concrete and the standard supporting light fixtures are grounded.

10. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be set so the spray height does not exceed fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads, and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of three (3) feet below existing road grade.

11. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt of the required execution of Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of construction within the Lands.

12. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

13. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purpose.

14. Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

15. Licensee 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 Company, 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 Licensee, its contractors, agents, or employees, unless solely caused by Company's gross negligence; and Licensee 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 Licensee 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.

16. Licensee shall cause each of Licensee'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 Licensee in indemnity provision set forth in Section 15 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee 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. Except for the Workers' Compensation Insurance, Company shall be designated as an additional insured on Licensee's contractors' and subcontractors' insurance policies required to be maintained under this Agreement. Licensee shall require its contractors and subcontractors to name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon Company's request, Licensee shall provide evidence of the required insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of Licensee's contractors' and subcontractors' policies will be furnished to Company by Licensee. Licensee 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.

Licensee shall be responsible for causing Licensee's contractors and subcontractors to manage and administer all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps

to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee's contractors or subcontractors shall fail to perform these responsibilities, Company may take such action as it determines appropriate under the circumstances. In the event Licensee's contractors or subcontractors collect proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceeds to such party forthwith and prior thereto, hold the same in trust for the recipient.

Nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and subcontractors may not self-insure. This Section shall survive the expiration or earlier termination of this Agreement.

17. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by either Company or Licensee, or at the option of either Company or Licensee, immediately upon either party failing to comply with or to abide by any or all of the provisions contained herein.

18. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

19. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

20. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Licensee and Company.

21. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

22. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

23. This Agreement 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 counsel for one of the parties, it being recognized that both Licensee and Company have contributed substantially and materially in the negotiation and preparation of this Agreement, 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 Agreement or any exhibits, schedules, addendums or amendments hereto.

24. COMPANY AND LICENSEE 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 AGREEMENT 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 COMPANY AND/OR LICENSEE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT 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.

25. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of Company.

26. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as Exhibit B, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Agreement, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on Exhibit B to this Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electrical Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

[Signatures appear on following page.]

The parties have executed this Agreement this _____ day of _____, 20__.

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

COMPANY:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____
Its: Corporate Real Estate Manager
Print Name: Samantha J. Saucier

LICENSEE:

CITY OF PORT ST. LUCIE,
a political subdivision of the State of Florida

By: _____
Its: _____
Print Name: _____



EXHIBIT "A"
SKETCH AND DESCRIPTION
FPL CONSENT AGREEMENT

NOTES:

1. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR A CERTIFIED DIGITAL SIGNATURE OF A REGISTERED FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THE PLAT "BECKER ROAD WEST", PLAT BOOK 87, PAGES 20-22, ST. LUCIE COUNTY PUBLIC RECORDS, WHICH BEARS NORTH 72°19'20" WEST, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. LAND DESCRIPTION SHOWN HEREON IS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
6. THIS IS NOT A SURVEY.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LANDON M. CROSS, USING A DIGITAL SIGNATURE. THIS SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH AS SHOWN HEREON CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Lm Cross
 LANDON M. CROSS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS3348

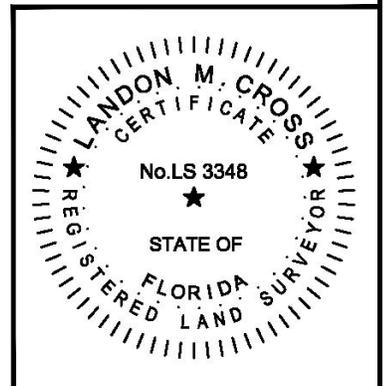




EXHIBIT "A"
SKETCH AND DESCRIPTION
FPL CONSENT AGREEMENT

DESCRIPTION:

A PORTION OF THE PLAT "**BECKER ROAD WEST**", AS RECORDED IN PLAT BOOK 87, PAGES 20-22, AND A PORTION OF THAT 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN DEED BOOK 234, PAGE 102 AND DEED BOOK 238, PAGE 134, AND A PORTION OF THAT 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN OFFICIAL RECORDS BOOK 97, PAGE 505, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

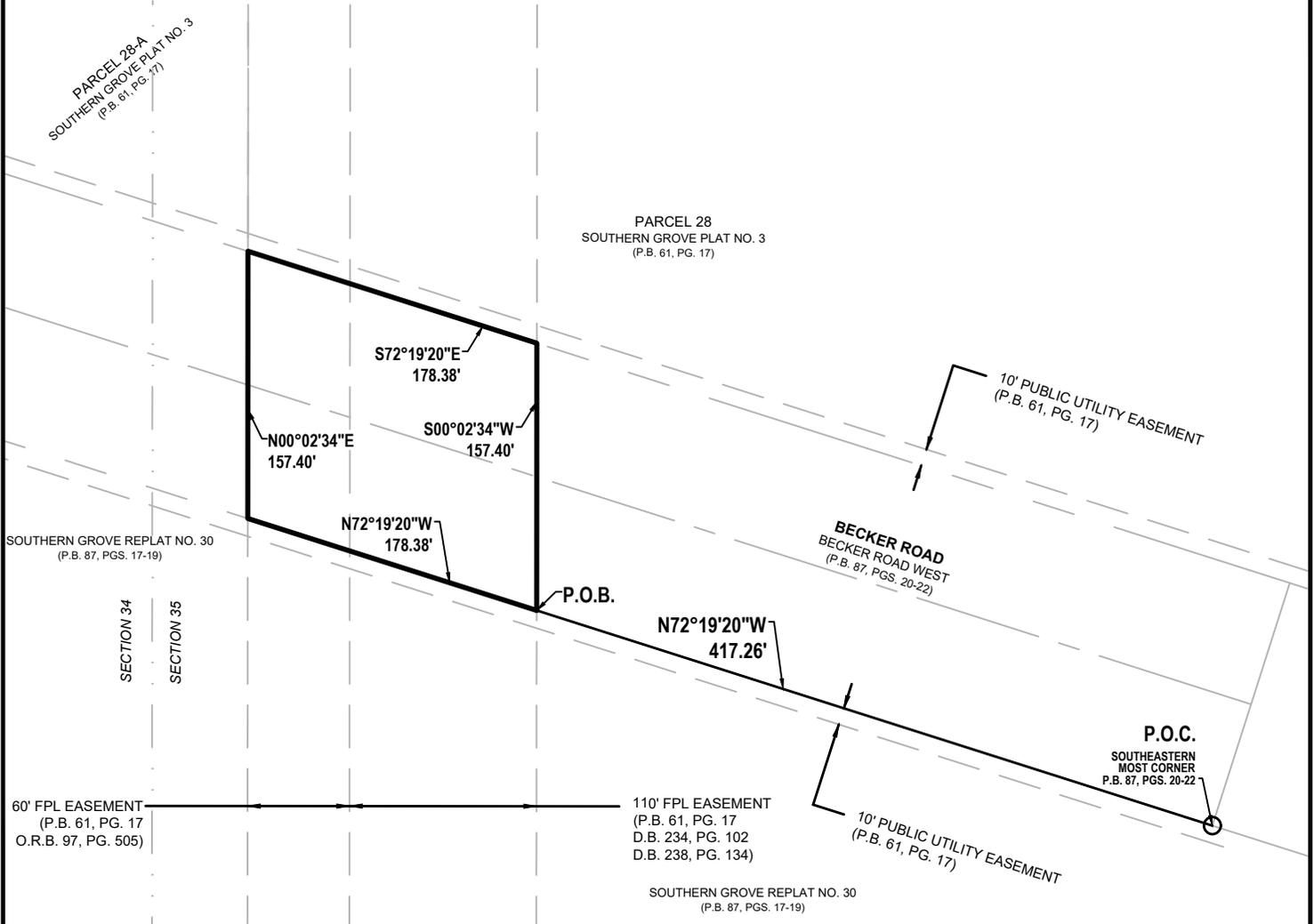
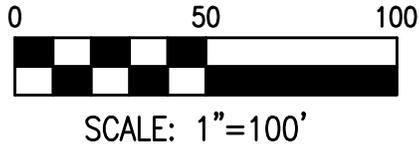
COMMENCING AT THE SOUTHEASTERN MOST CORNER OF SAID PLAT OF 'BECKER ROAD WEST', THENCE NORTH 72°19'20" WEST, ALONG THE SOUTHERN LINE OF SAID PLAT, FOR 417.26 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 72°19'20" WEST, ALONG SAID SOUTHERN PLAT LINE, FOR A DISTANCE OF 178.38 FEET; THENCE NORTH 00°02'34" EAST, ALONG THE WESTERLY LINE OF SAID 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 157.40 FEET; THENCE SOUTH 72°19'20" EAST, ALONG THE NORTHERN LINE OF SAID PLAT, A DISTANCE OF 178.38 FEET; THENCE SOUTH 00°02'34" WEST, ALONG THE EASTERLY LINE OF SAID 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 157.40 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND CONTAINS 26,757 SQUARE FEET, OR 0.614 ACRES, MORE OR LESS.

EXHIBIT "A"

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ABBREVIATION:

- S.L.C.R. = ST. LUCIE COUNTY RECORDS
- N.T.C. = NOT TO SCALE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B = POINT OF BEGINNING
- P.O.C = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY

PROJECT NO. 190214-AGREEMENT	SCALE: 1" = 100'
FPL CONSENT AGREEMENT	DATE: 12/18/2020
DWG. BY: RF	SKETCH AND DESCRIPTION
CH'D BY: LMC	SHEET 3 OF 3 SHEETS





CERTIFICATE OF AUTHORIZATION NO. LB 2936

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442
PHONE: (954) 972-3959 FAX: (954) 972-4178
www.carnahan-proctor.com

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NOTES:

1. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR A CERTIFIED DIGITAL SIGNATURE OF A REGISTERED FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF TRACT "F" OF THE PLAT "SOUTHERN GROVE REPLAT NO. 30", PLAT BOOK 87, PAGES 17-19, ST. LUCIE COUNTY PUBLIC RECORDS, WHICH BEARS SOUTH 00°02'34" WEST, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. LAND DESCRIPTION SHOWN HEREON IS PREPARED BY THE SURVEYOR.
5. THIS SKETCH IS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
6. THIS IS NOT A SURVEY.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LANDON M. CROSS, USING A DIGITAL SIGNATURE. THIS SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH AS SHOWN HEREON CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

 LANDON M. CROSS *Lm Cross*
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS3348

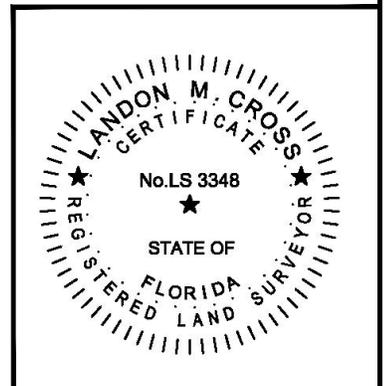




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DESCRIPTION:

A PORTION OF TRACT "F" OF THE PLAT "**SOUTHERN GROVE REPLAT NO. 30**", AS RECORDED IN PLAT BOOK 87, PAGES 17-19, AND A PORTION OF THAT 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN DEED BOOK 234, PAGE 102 AND DEED BOOK 238, PAGE 134, AND A PORTION OF THAT 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN OFFICIAL RECORDS BOOK 97, PAGE 505, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

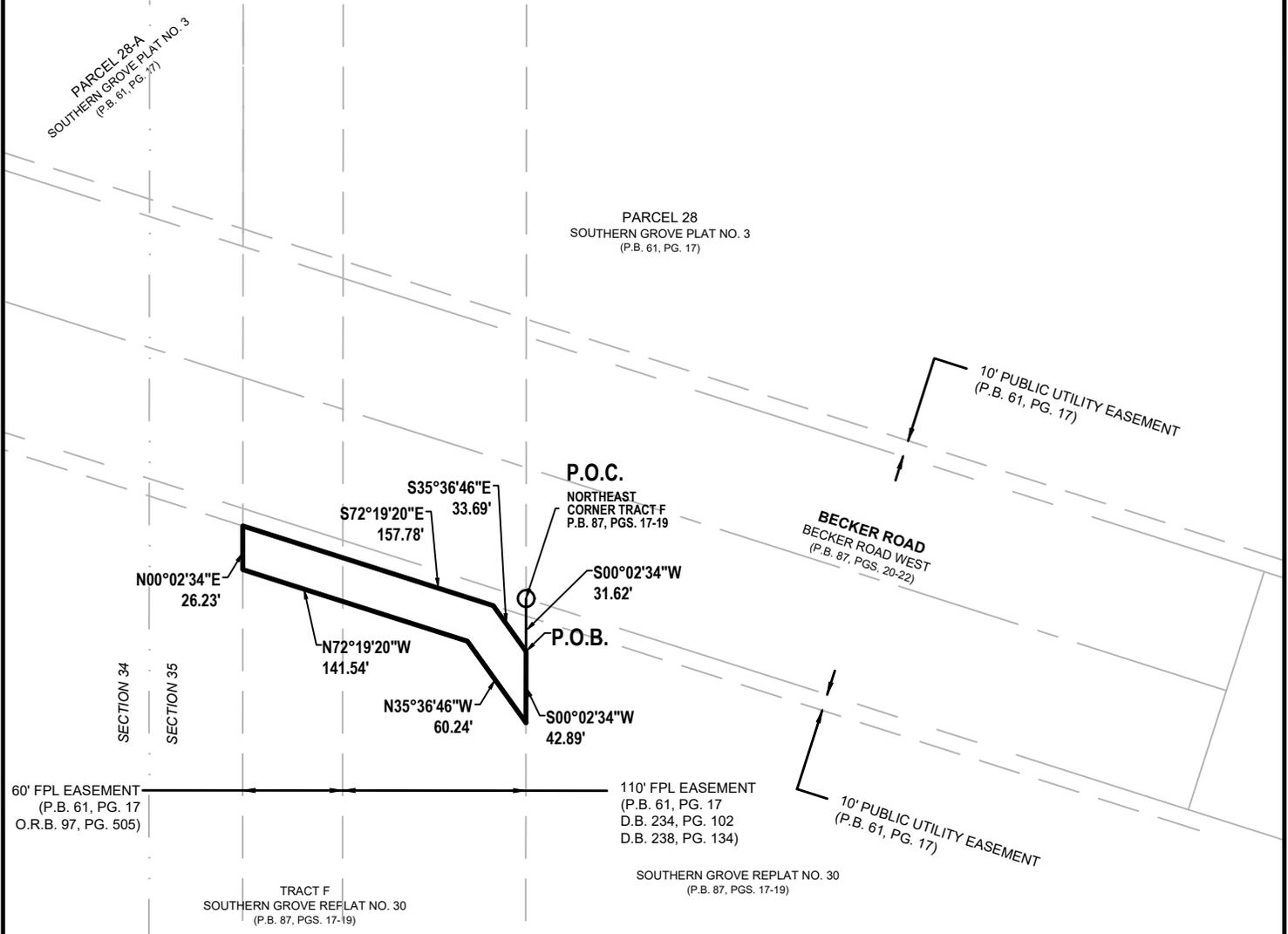
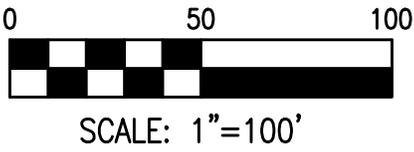
COMMENCING AT THE NORTHEAST CORNER OF TRACT "F" OF THE SAID PLAT OF 'SOUTHERN GROVE REPLAT NO. 30", THENCE SOUTH 00°02'34" WEST, ALONG THE EAST LINE OF SAID TRACT "F" AND THE EAST LINE OF SAID 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, FOR 31.62 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°02'34" WEST, ALONG SAID EAST TRACT LINE AND EAST LINE OF 110' FOOT EASEMENT, FOR A DISTANCE OF 42.89 FEET; THENCE NORTH 35°36'46" WEST, A DISTANCE OF 60.24 FEET; THENCE NORTH 72°19'20" WEST, A DISTANCE OF 141.54 FEET; THENCE NORTH 00°02'34" EAST, ALONG THE WEST LINE OF SAID 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 26.23 FEET; THENCE SOUTH 72°19'20" EAST, A DISTANCE OF 157.78 FEET; THENCE SOUTH 35°36'46" EAST, A DISTANCE OF 33.69 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND CONTAINS 4916 SQUARE FEET, OR 0.113 ACRES, MORE OR LESS.

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Lm Cross
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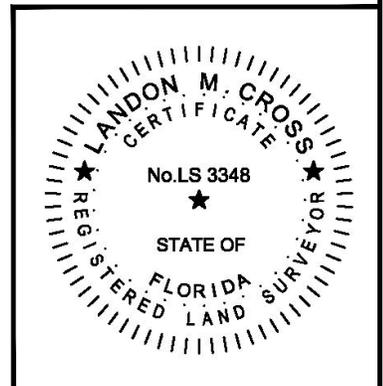




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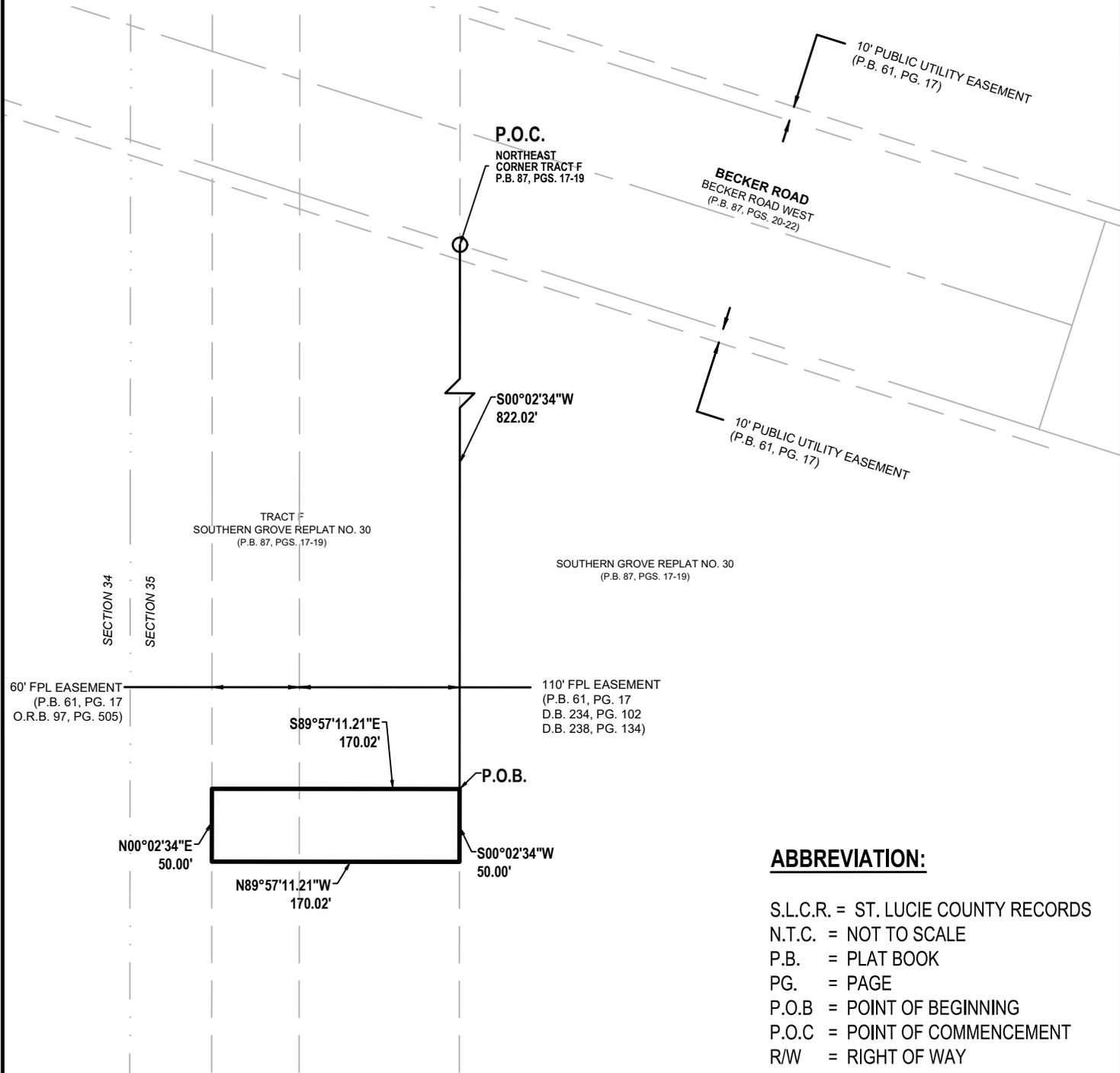
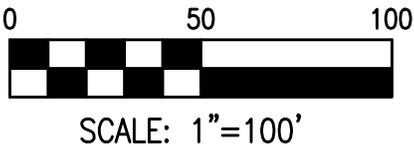
DESCRIPTION:

A PORTION OF TRACT "F" OF THE PLAT "**SOUTHERN GROVE REPLAT NO. 30**", AS RECORDED IN PLAT BOOK 87, PAGES 17-19, AND A PORTION OF THAT 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN DEED BOOK 234, PAGE 102 AND DEED BOOK 238, PAGE 134, AND A PORTION OF THAT 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, IN OFFICIAL RECORDS BOOK 97, PAGE 505, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "F" OF THE SAID PLAT OF 'SOUTHERN GROVE REPLAT NO. 30', THENCE SOUTH 00°02'34" WEST, ALONG THE EAST LINE OF SAID TRACT "F" AND THE EAST LINE OF SAID 110' FOOT FLORIDA POWER AND LIGHT EASEMENT, FOR 822.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°02'34" WEST, ALONG SAID EAST TRACT LINE AND EAST LINE OF 110' FOOT EASEMENT, FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 89°57'11" WEST, A DISTANCE OF 170.02 FEET; THENCE NORTH 00°02'34" EAST, ALONG THE WEST LINE OF SAID 60' FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°57'11" EAST, , A DISTANCE OF 170.02 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND CONTAINS 8501 SQUARE FEET, OR 0.195 ACRES, MORE OR LESS.

EXHIBIT "A" SKETCH AND DESCRIPTION FPL CONSENT AGREEMENT

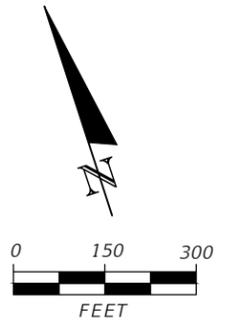
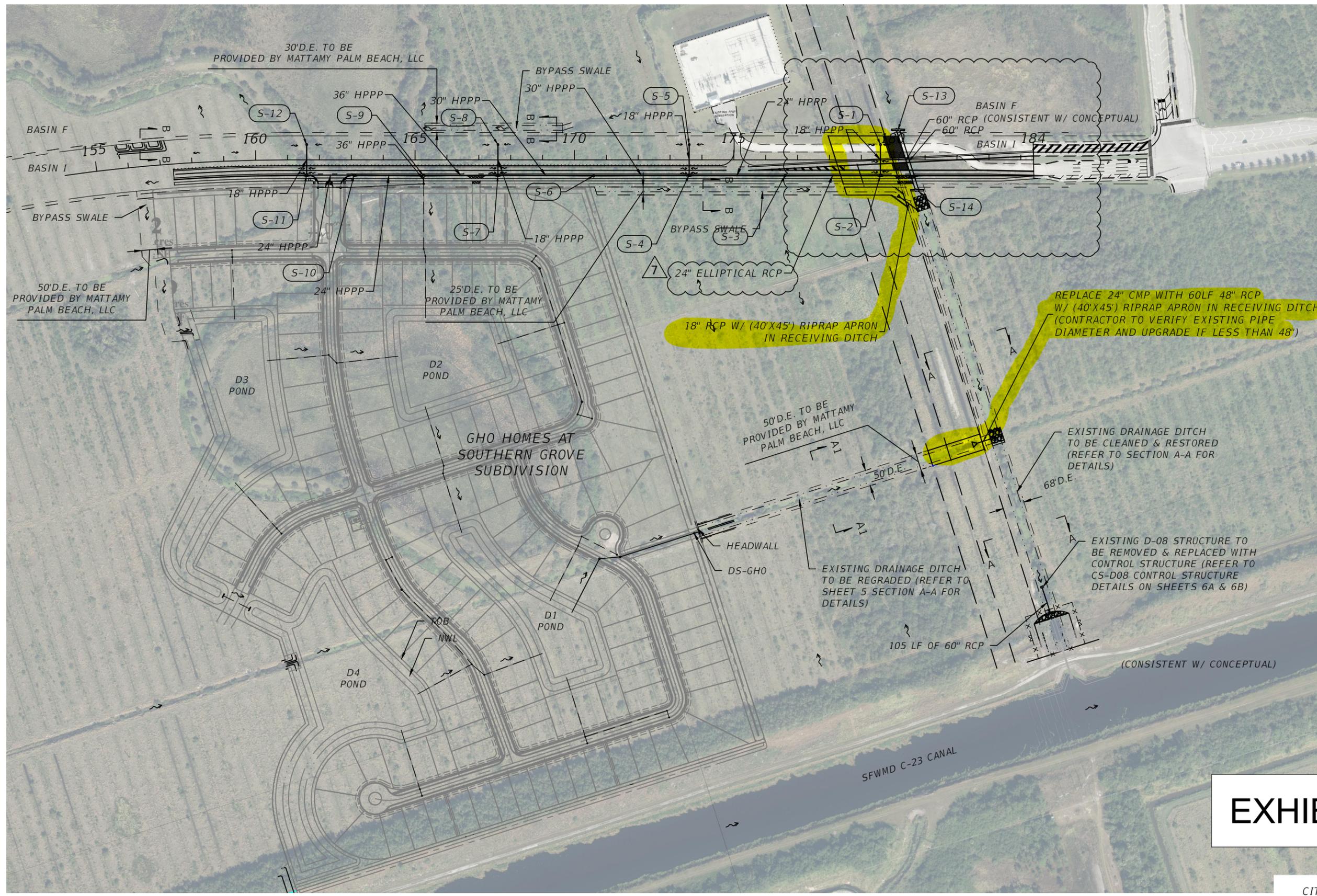


ABBREVIATION:

- S.L.C.R. = ST. LUCIE COUNTY RECORDS
- N.T.C. = NOT TO SCALE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B = POINT OF BEGINNING
- P.O.C = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY

PROJECT NO. 190214-AGREEMENT	SCALE: 1" = 100'
FPL CONSENT AGREEMENT	DATE: 12/22/2020
DWG. BY: RF	SKETCH AND DESCRIPTION
CH'D BY: LMC	SHEET 3 OF 3 SHEETS





LEGEND:
 — PROPOSED IN BECKER ROAD
 - - - PROPOSED IN SUBDIVISION

18\"/>

REPLACE 24\"/>

EXHIBIT B

PSLUSD NO: 5346
 CITY PROJECT NO. P19-192

REVISIONS	
DATE	DESCRIPTION
11/05/20	4. REVISIONS PER PSL COMMENTS
12/07/20	5. REVISIONS PER FP&L COMMENTS
12/08/20	6. REVISIONS PER PSL COMMENTS
12/18/20	7. REVISIONS PER FP&L COMMENTS

CPS
 CARRAHAN PROCTORS & CROSS
 WILLIAM R. BARBARO, P.E.
 P.E. NO.: 64761
 814 S. MILITARY TRAIL
 DEERFIELD BEACH, FL 33442

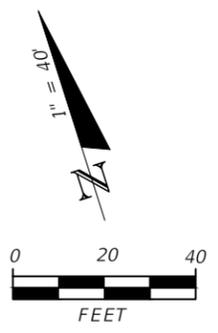


CITY OF PORT ST. LUCIE
 121 SW PORT ST. LUCIE BLV
 PORT ST. LUCIE, FL 34984
 ROAD: BECKER ROAD COUNTY: ST. LUCIE

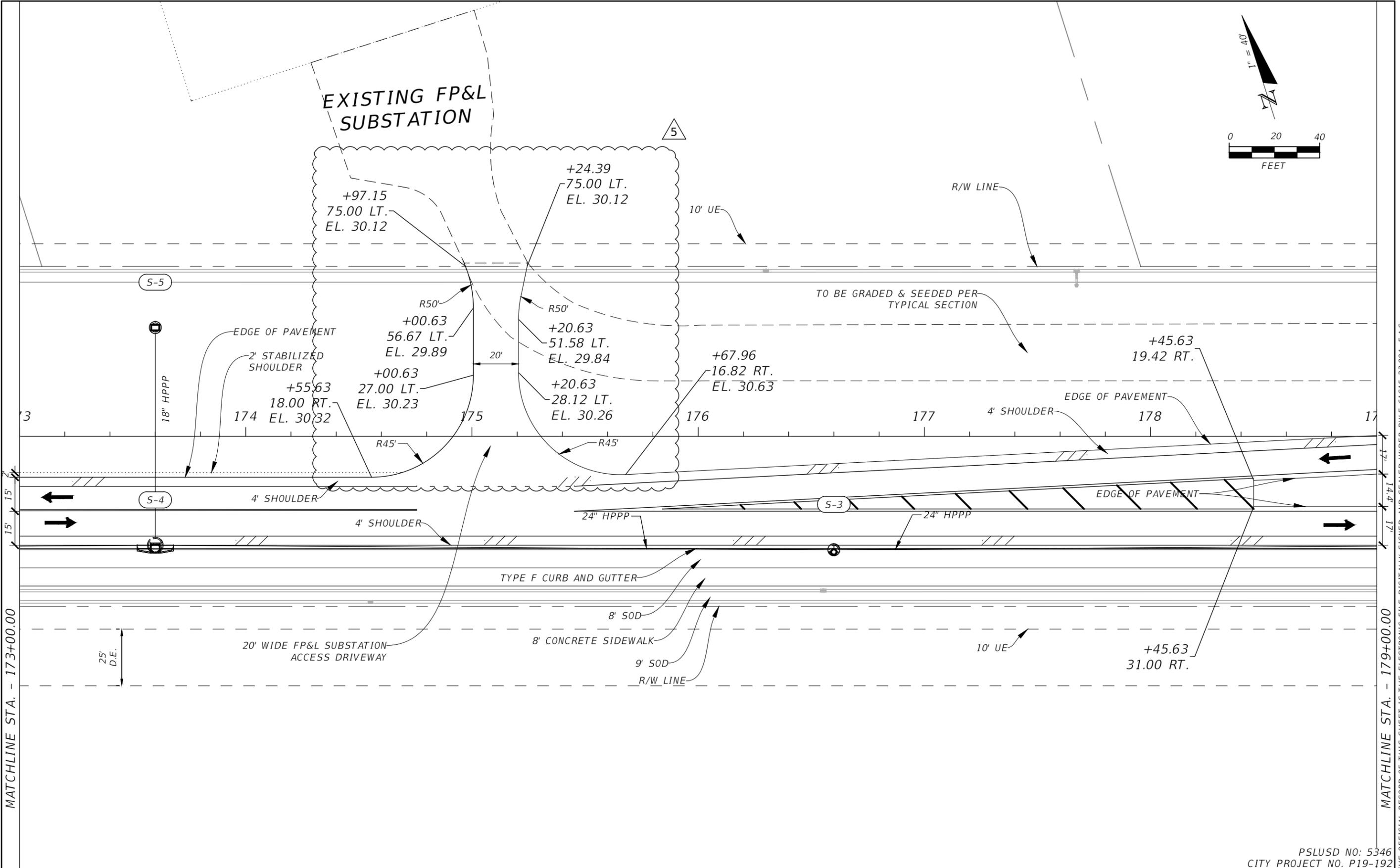
OUTFALL DISCHARGE PLAN

SHEET NO.
4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



EXISTING FP&L SUBSTATION



MATCHLINE STA. - 173+00.00

MATCHLINE STA. - 179+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PSLUSD NO: 5346
CITY PROJECT NO. P19-192

REVISIONS	
DATE	DESCRIPTION
12/04/19	1. REVISIONS PER PSL COMMENTS
01/29/20	2. REVISIONS PER PSL COMMENTS
06/09/20	3. REVISIONS PER PSL COMMENTS
11/05/20	4. REVISIONS PER PSL COMMENTS
12/07/20	5. REVISIONS PER FP&L COMMENTS

CPS
CARNAHAN PROCTOR & CROSS
WILLIAM R. BARBARO, P.E.
P.E. NO.: 64761
814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442

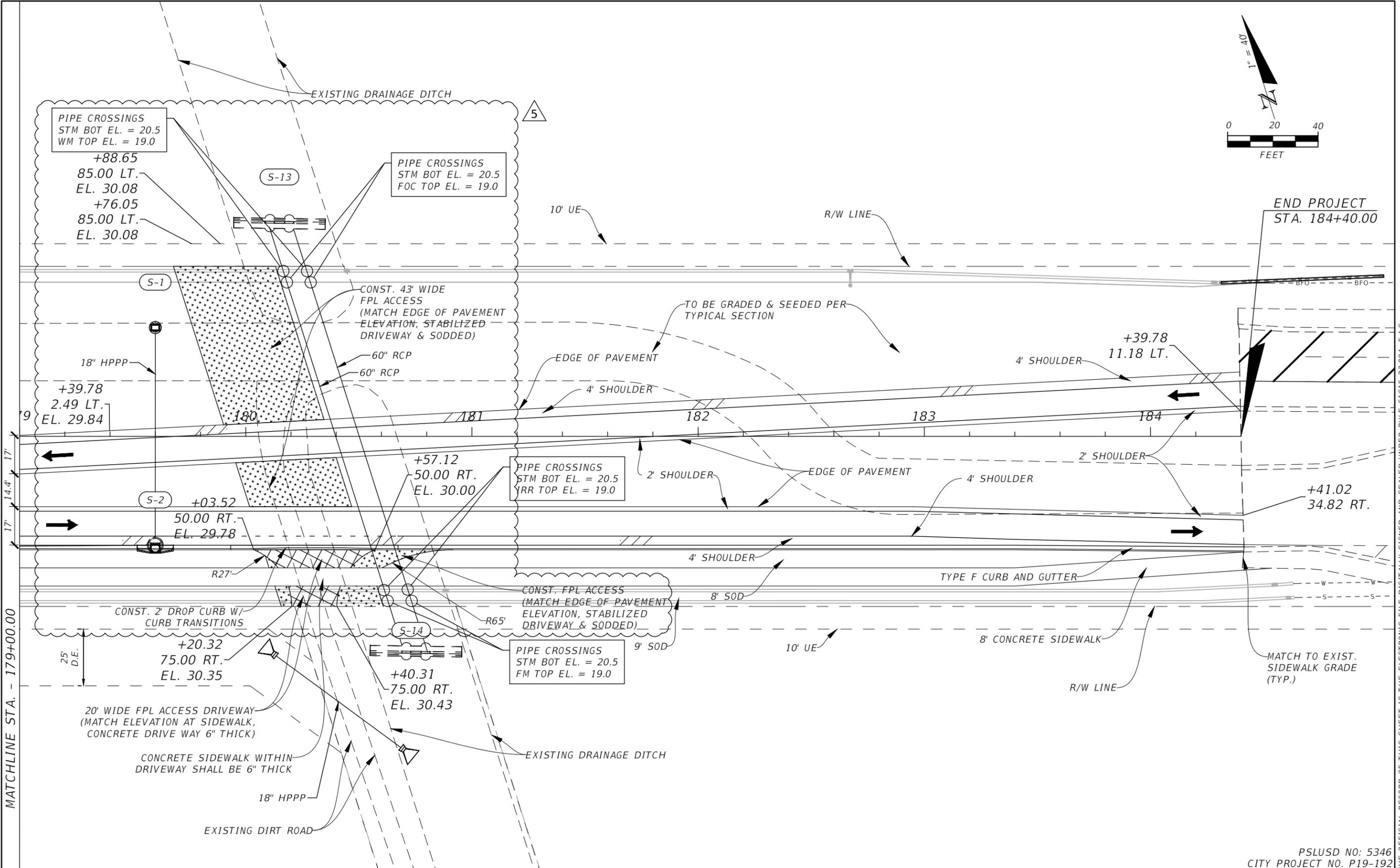
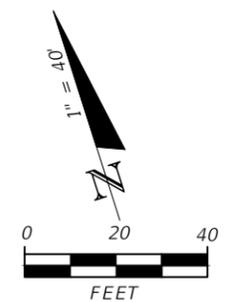


CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLV
PORT ST. LUCIE, FL 34984

ROAD	COUNTY
BECKER ROAD	ST. LUCIE

ROADWAY PLAN

SHEET NO.
14



MATCHLINE STA. - 179+00.00

PSLUSD NO: 5346
CITY PROJECT NO. P19-192

REVISIONS	
DATE	DESCRIPTION
12/04/19	1. REVISIONS PER PSL COMMENTS
01/29/20	2. REVISIONS PER PSL COMMENTS
06/09/20	3. REVISIONS PER PSL COMMENTS
11/05/20	4. REVISIONS PER PSL COMMENTS
12/07/20	5. REVISIONS PER FP&L COMMENTS

CPS
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WILLIAM R. BARBARO, P.E.
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DEERFIELD BEACH, FL 33442



CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLV
PORT ST. LUCIE, FL 34984

ROAD	COUNTY
BECKER ROAD	ST. LUCIE

ROADWAY PLAN

SHEET NO.
15

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



EXHIBIT "C"

NOTIFICATION OF FPL FACILITIES

Customer/Agency
Developer/Contractor Name
Location of Project
FPL Representative
Developer/Contractor Representative

Date of Meeting/Contact:
Project Number/Name:
City:
Phone:
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.

The National Electrical Safety Code ("NESEC") 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.

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):

Table with 5 columns: Power Line Voltages, Personnel and Equipment, Cranes and Derricks, Travel under or near Power Lines (on construction sites, no load) - Equipment, and Travel under or near Power Lines (on construction sites, no load) - Cranes and Derricks. Rows include voltage levels from 0-750 volts to 500,000 volts.

*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