

Structure No.: 1M9-1M10
Section 06, Township 37S, Range 39E :
Easement No.: C020a0190
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 _____ 2023 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) Official Record Book 768, at Page 927, 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 construction of Crosstown Parkway 2A Phase 1 and 2, including sidewalks, street lighting, drainage pipes, water main, fiber optic conduits, underground lighting, no lighting or landscaping over 14' is allowed within the FPL easement area (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:

COMPANY:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signature: _____
Print Name: _____

By: _____
Its: Project Director, Real Estate
Print Name: Samantha J. Saucier

Signature: _____
Print Name: _____

Witnesses:

LICENSEE:

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

Signature: _____
Print Name: _____

By: _____
Its: _____
Print Name: _____

Signature: _____
Print Name: _____

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 06, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF THE PLAT OF VERANO SOUTH - POD - G - PLAT NO. 5, AS RECORDED IN PLAT BOOK 101, PAGES 34 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORD BOOK 2186, PAGE 548, OF SAID PUBLIC RECORDS; AND BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22,918.00 FEET AND A RADIAL BEARING OF N.05°53'01"W., AT SAID POINT OF COMMENCEMENT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'12", A DISTANCE OF 81.33 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTHEASTERLY ALONG SAID ARC OF SAID CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 22,918.00 FEET, THROUGH A CENTRAL ANGLE OF 00°30'20", A DISTANCE OF 202.18 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE EASTERLY LIMITS OF A 200' FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 767, PAGE 2676 OF SAID PUBLIC RECORDS; THENCE S.14°45'22"E., ALONG SAID EASTERLY LIMITS OF THE 200' FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 312.84 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORD BOOK 2186, PAGE 548; THENCE N.89°58'45"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE WEST VIRGINIA EXTENSION, A DISTANCE OF 206.84 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LIMITS OF SAID 200' FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N.14°45'22"W., ALONG SAID WESTERLY LIMITS OF THE 200' FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 289.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 60,222 SQUARE FEET OR 1.382 ACRES, MORE OR LESS.

LEGEND

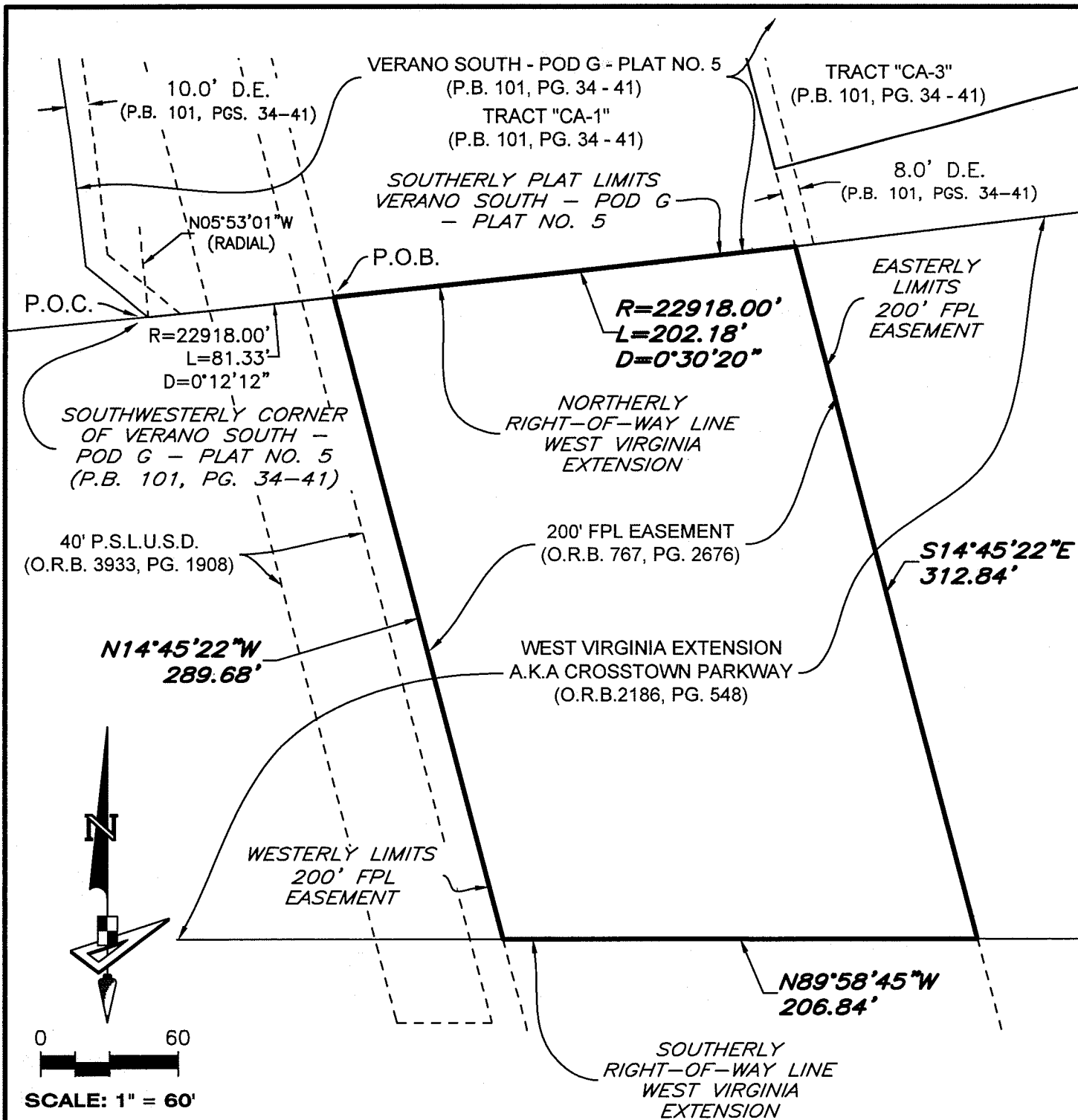
P.O.B. -- Point of Beginning
P.O.C. -- Point of Commencement
O.R.B. -- Official Records Book
P.B. -- Plat Book
PG(s). -- Page(s)
U.E. -- Utilities Easement
D.E. -- Drainage Easement
FPL -- Florida Power and Light
P.S.L.U.S.D. -- Port Saint Luice Utilities Service District
A.K.A. -- Also Know As

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENT OF RECORD.

CROSSTOWN PARKWAY FPL CONSENT AGREEMENT SKETCH AND DESCRIPTION

REVISIONS				Prepared For: FPL AND KOLTER HOMES, LLC.	
No.	Date	Description	Dwn.	Date: MARCH 31, 2022	
				SURVEYOR'S CERTIFICATE This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828	 GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business Number LB 7768
Sheet No. 01 of 02 Sheets				NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE & RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER Drawn: DJS Date: 03/31/22 Data File: - Check: GAR P.C.: - Field Book: - Section: 06 Twn. 37 S Rng. 39 E Job #: Crosstown_FPL_East	



CROSSTOWN PARKWAY FPL CONSENT AGREEMENT SKETCH AND DESCRIPTION

REVISIONS				Prepared For: FPL AND KOLTER HOMES, LLC.	
No.	Date	Description	Dwn.	Date: MARCH 31, 2022	

Sheet No. 02 of 02 Sheets

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

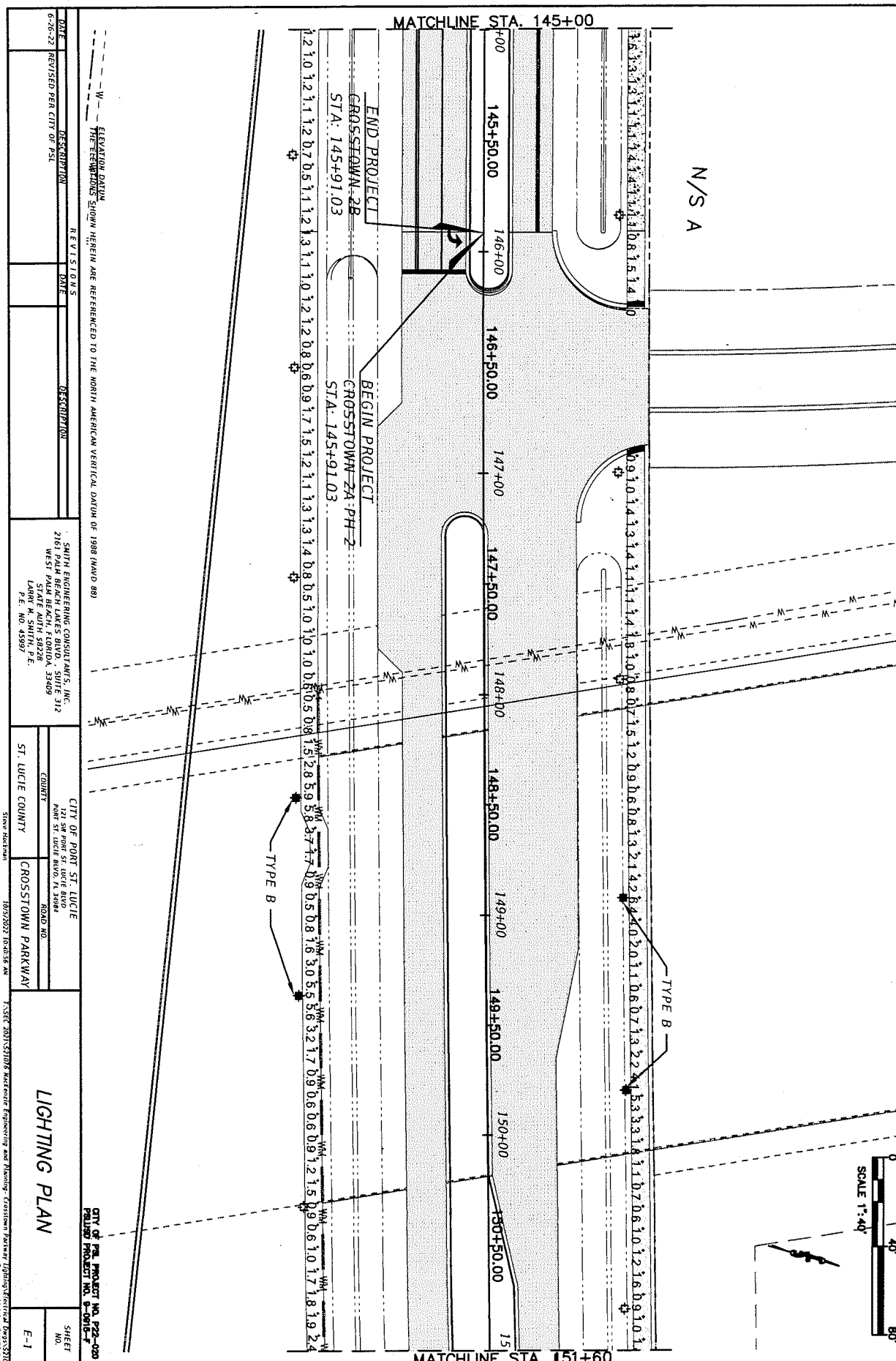
GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

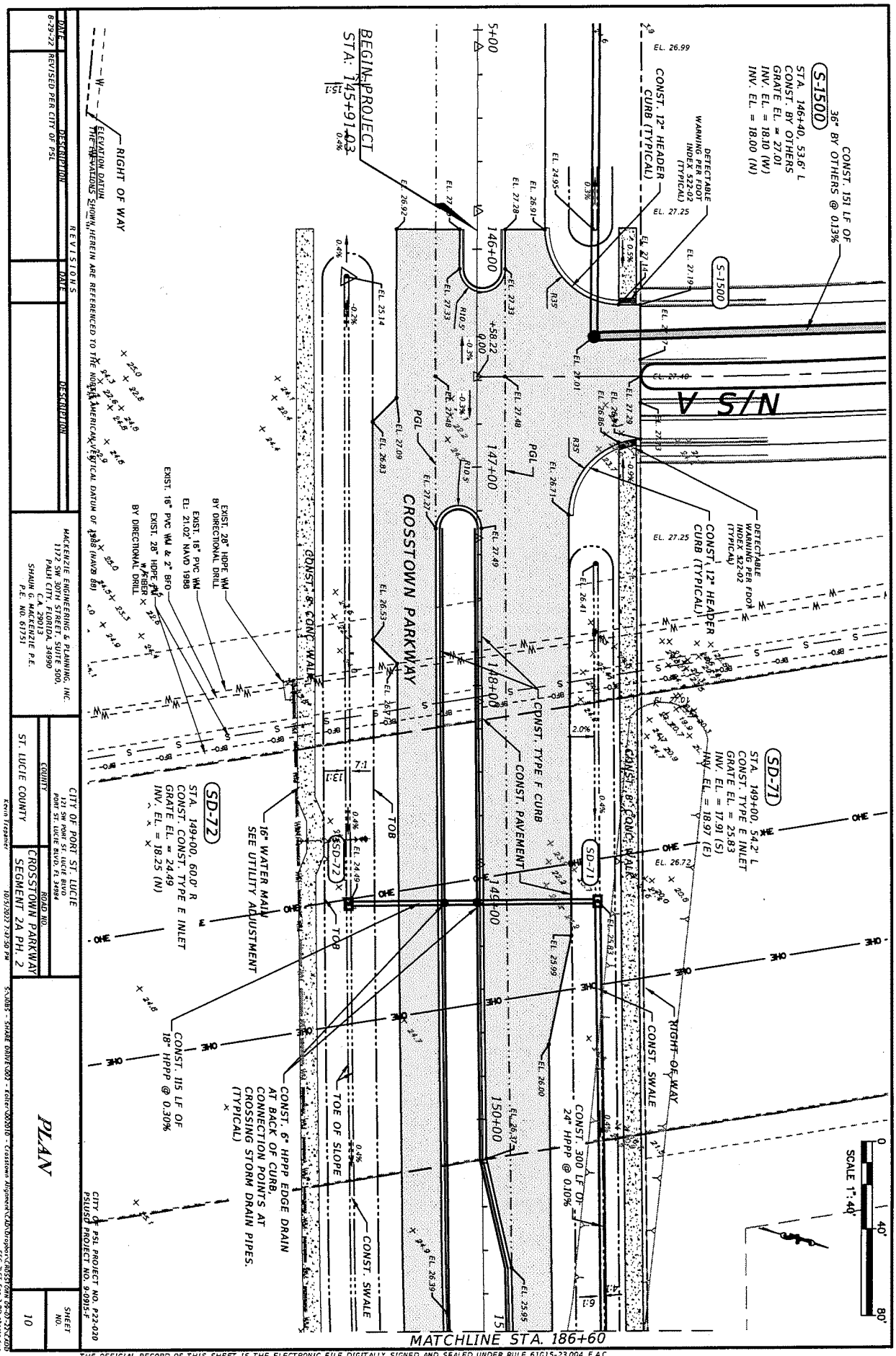
Drawn: DJS	Date: 03/31/22	Data File: -
Check: GAR	P.C.: -	Field Book: -
Section: 06 Twn. 37 S Rng. 39 E		Job #: Crosstown_FPL_East

DWG NAME: W\VERANO\SURVEY\VERANO FPL CONSENT AGREEMENT\CROSSTOWN PARKWAY_FPL CONSENT AGREEMENT_SKETCH AND DESCRIPTION.dwg PLOTTED BY: GARY RAGER ON: 4/6/2022 8:14 AM LAST SAVED BY: GARYR ON: 4/6/2022 8:10 AM



REVISIONS		DESCRIPTION	DATE	DATE
DATE	DESCRIPTION			
0-7-22	REVISED PER CITY OF PSC			
		SMITH ENGINEERING CONSULTANTS, INC. 2161 PALM BEACH LAKES BLVD., SUITE 312 WEST PALM BEACH, FLORIDA, 33409 LARRY M. SMITH, P.E. P.E. NO. 45997		
		CITY OF PORT ST. LUCIE 2161 PALM BEACH LAKES BLVD., SUITE 312 PORT ST. LUCIE BLVD. FL 34984	COUNTY	
		ST. LUCIE COUNTY	CROSS TOWN PARKWAY	
		Steve Kuchman	10/5/2022 10:45:58 AM	F:\3527-2021\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and Planning- Cross town Parkway Lighting Electrical Drawings\3527042-Workzone-Engineering and 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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
07-23-22	REVISED PER CITY OF PA			

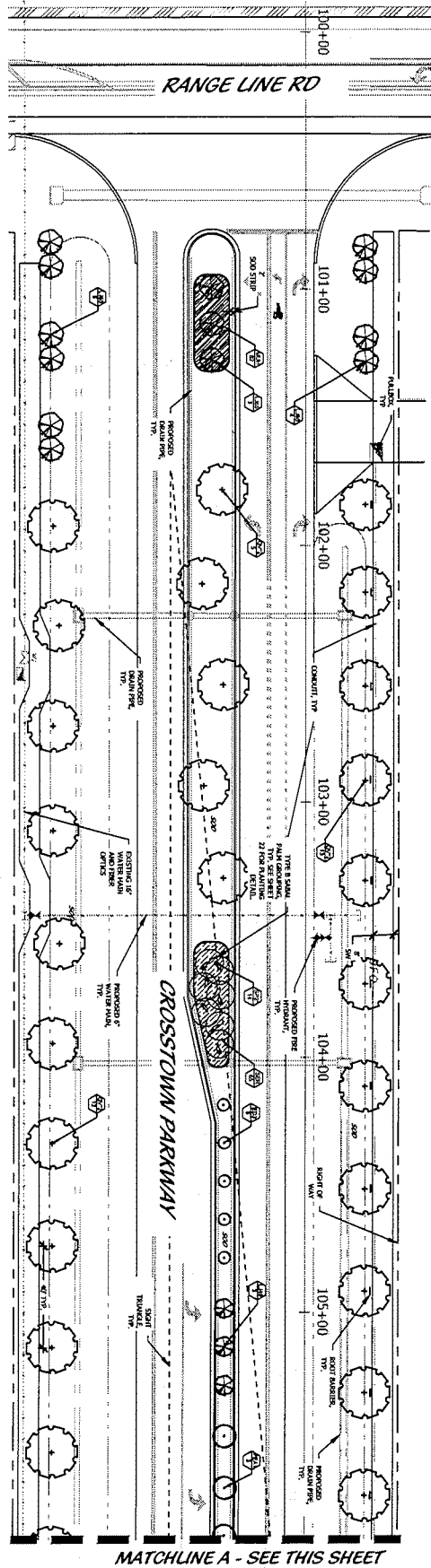
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1172 SW 30TH STREET, SUITE 500, PALM CITY, FLORIDA 34990	SEGMENT 24 PH. 2
SHAWN G. MACKENZIE P.E. P.E. NO. 61751	

CITY OF PORT ST. LUCIE	ST. LUCIE COUNTY
1172 SW 30TH STREET, SUITE 500, PALM CITY, FLORIDA 34990	SEGMENT 24 PH. 2
SHAWN G. MACKENZIE P.E. P.E. NO. 61751	

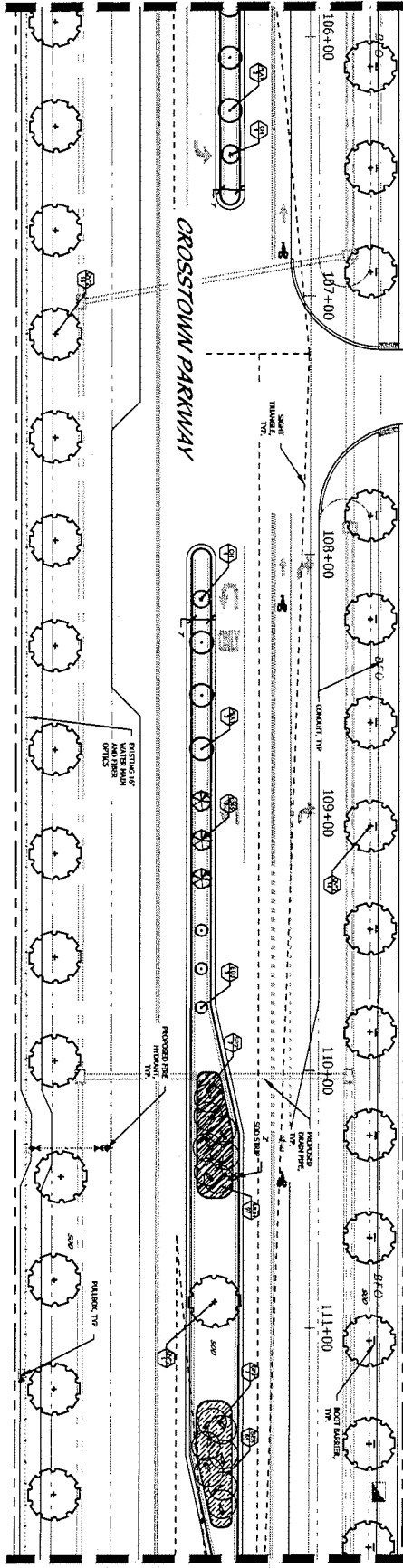
CITY OF PORT ST. LUCIE	ST. LUCIE COUNTY
1172 SW 30TH STREET, SUITE 500, PALM CITY, FLORIDA 34990	SEGMENT 24 PH. 2
SHAWN G. MACKENZIE P.E. P.E. NO. 61751	

SEGMENT 3

PROJECT: CROSSTOWN PKWY

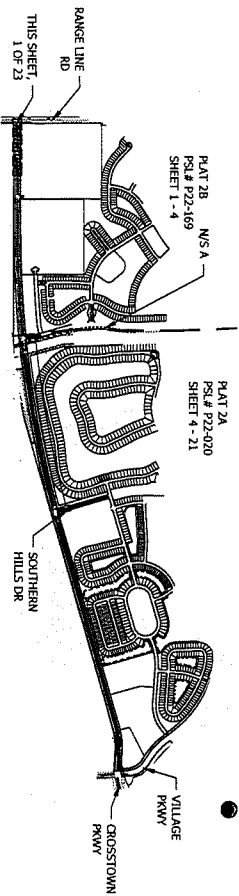


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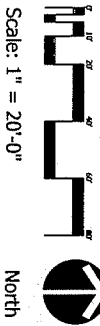


MATCHLINE B - SEE SHEET 2

KEYMAP



PSLUSD # 9-015-G
PSL# P22-169
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

North

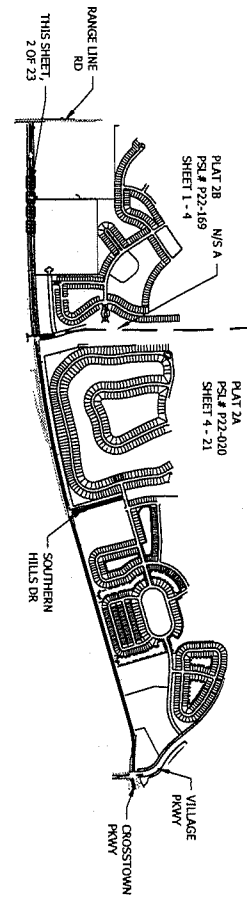
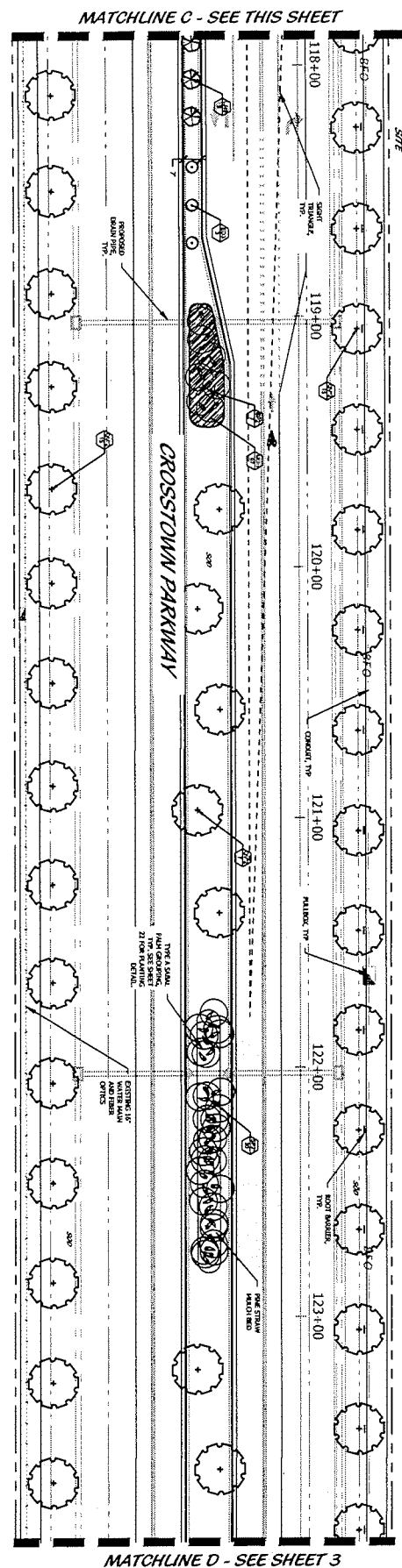
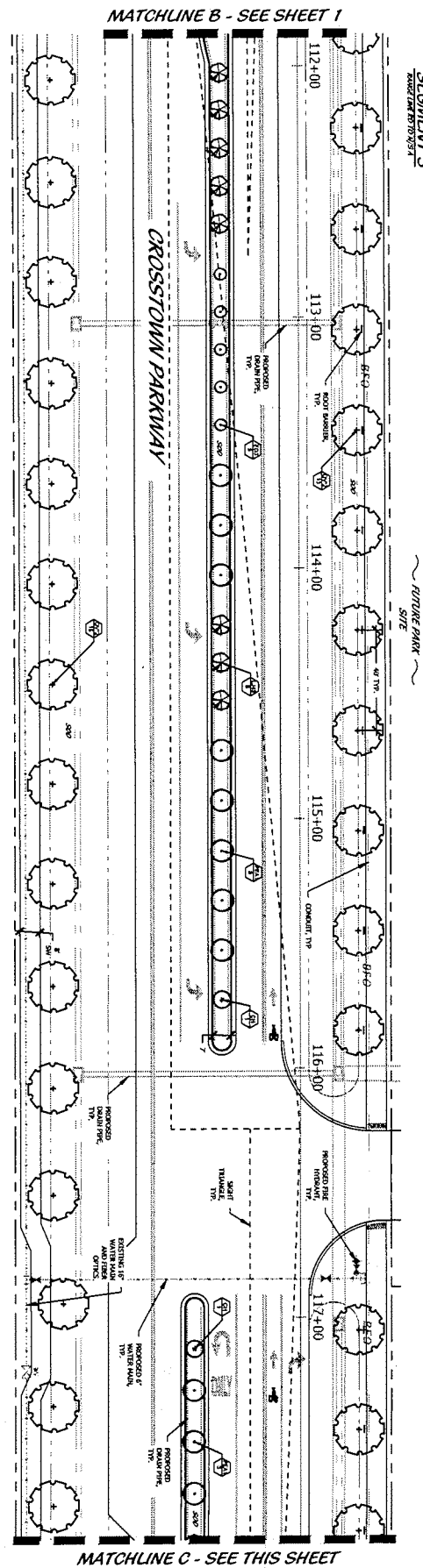
CROSSTOWN PARKWAY LANDSCAPE PLAN Port Saint Lucie, Florida



Colleur & Hearing
Landscape Architects
1534 Commerce Lane
Suite 1, Fort St. Lucie, FL 34945
www.colleurhearing.com
LSC-C-0000728

DESIGNED:	CJB
DRAWN:	CJB
CHECKED:	CJB
DATE:	3/1/02
BY:	03/05/02

SEGMENT 3
SHEET 20 OF 23



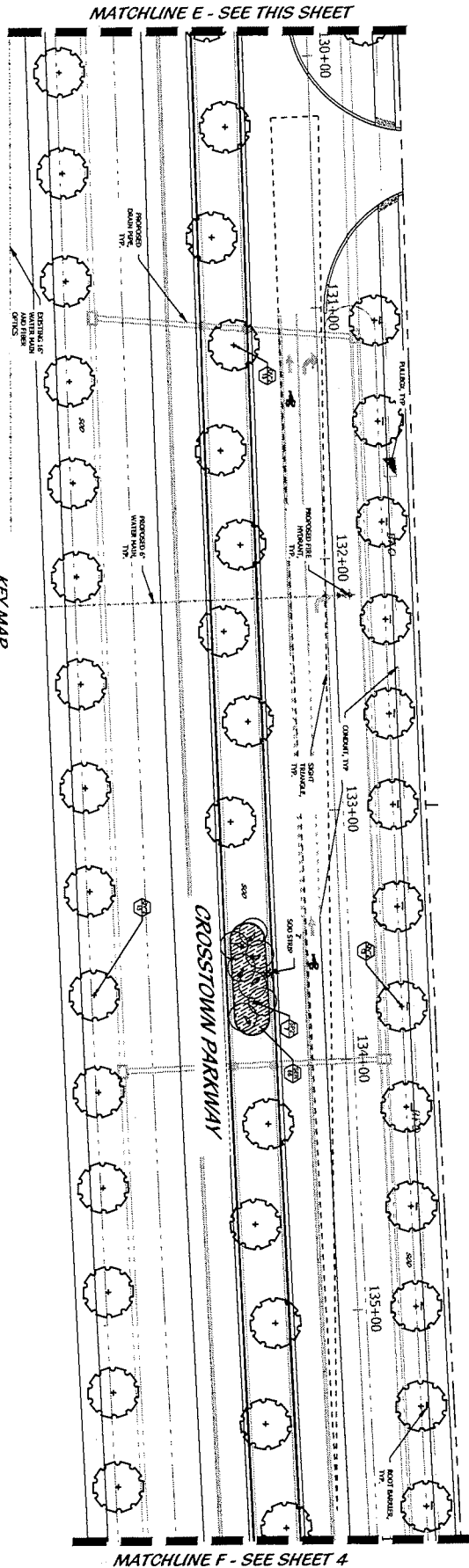
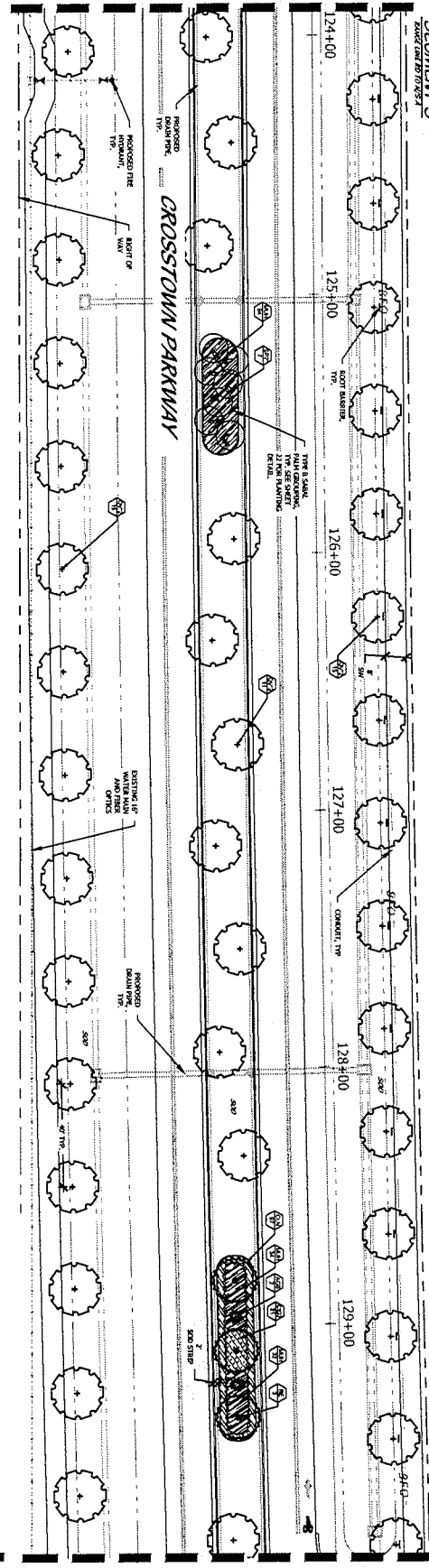
CROSSTOWN PARKWAY **LANDSCAPE PLAN** Port Saint Lucie, Florida

Coleur & Hearing
Landscape Architects
1854 Commercial Lane
Stuart, Florida 34954
www.coleurhearing.com
LIC. # 0000258

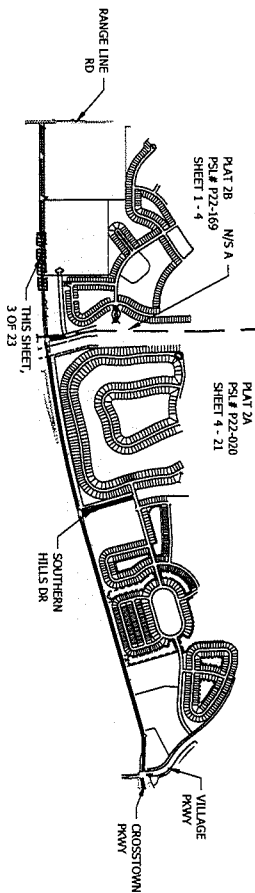
DESIGNED BY	DATE
APPROVED BY	DATE
JOHN MANNING	7/1/07
REVISIONS	01/07/07

SEGMENT 3

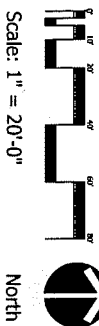
2024.04.05 TO 05.03.24



KEY MAP



PSLUSD #9-015-G
PSL# P22-169
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

MATCHLINE F - SEE SHEET 4

MATCHLINE E - SEE SHEET

CROSSTOWN PARKWAY LANDSCAPE PLAN Port Saint Lucie, Florida



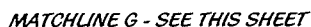
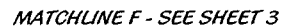
Colleur & Hearing
Landscape Architects
1504 Commerce Lane
Suite 1, Port Saint Lucie, Florida 34952
www.colleurhearing.com
L&L CC-000028

DESIGNED	SJB
DRAWN	SJB
CHECKED	21.02.22
INCHES	01.03.22

SHEET 3 OF 23

Port Saint Lucie, Florida 34952

EXACT LINE RD TO N/S A



PSLUSD # 9-015-F&G
PSL# P22-169 & P22-020
CROSTOWN PKWY
LANDSCAPE PLAN

Scale: 1" = 20'-0"



North

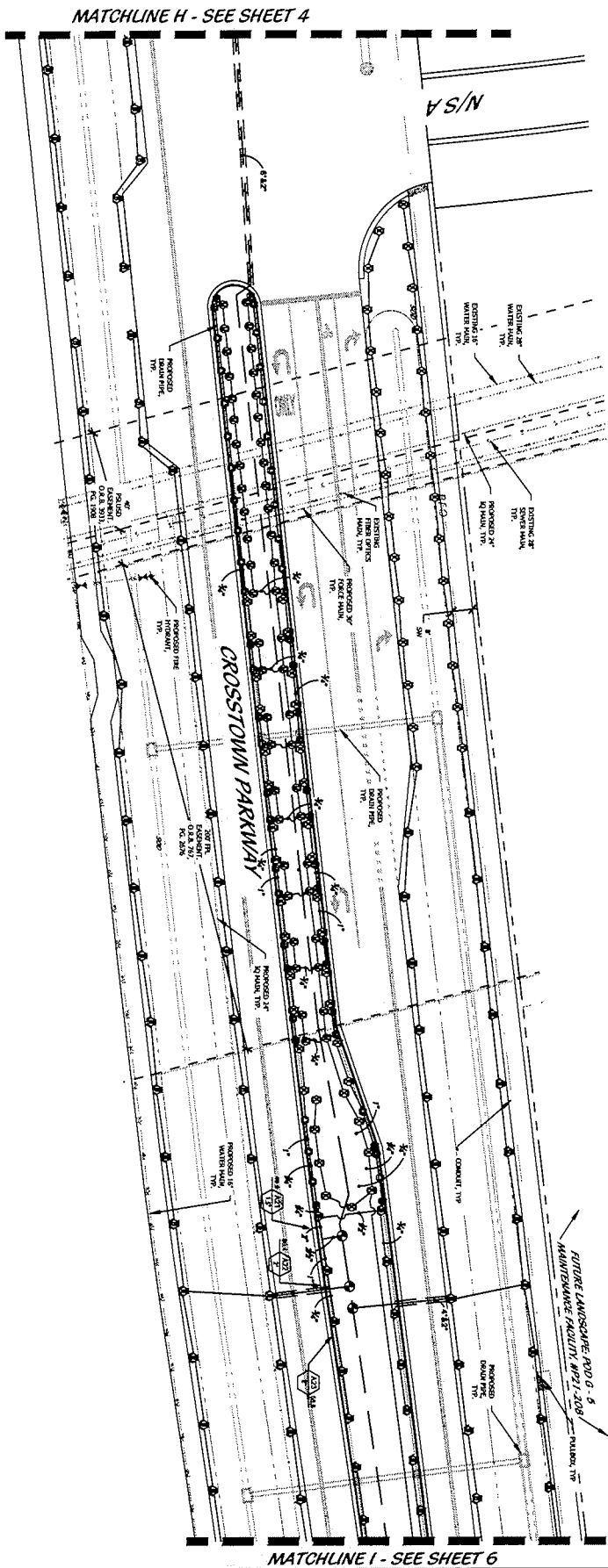
CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida

**Colleur &
Hearing**
Landscape Architects
Land Planners
Environmental Consultants
1834 Communion Lane
Suite 1
Jupiter, Florida 33458
www.colleurhearing.com
Tel: 561-744-2230

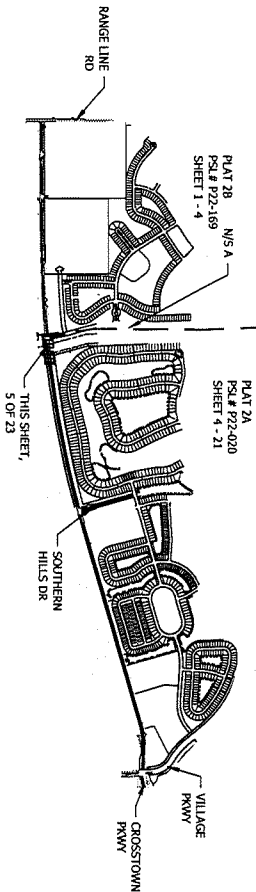
DESIGNED	CT
DRAWN	CT
APPROVED	DT
JOB NUMBER	21-072-2
DATE	01-04-97
REVISIONS	

SECRET 4 of 23

SEGMENT 2
N/S A TO SOUTHWEST HILLS DR



KEY MAP



PSLUSD # 9-015-F
PSL# P22-020
CROSTOWN PKWY
IRRIGATION PLAN



Scale: 1" = 20'-0"



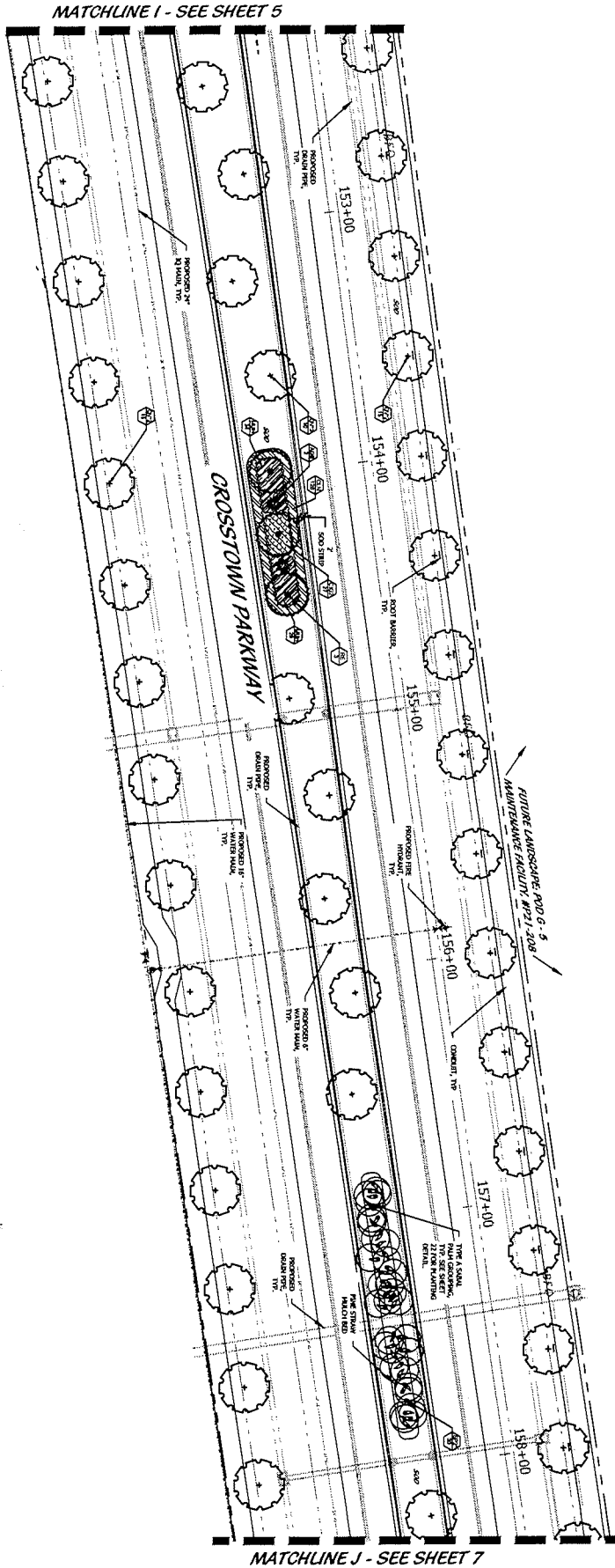
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CROSSTOWN PARKWAY
IRRIGATION PLAN
Port Saint Lucie, Florida

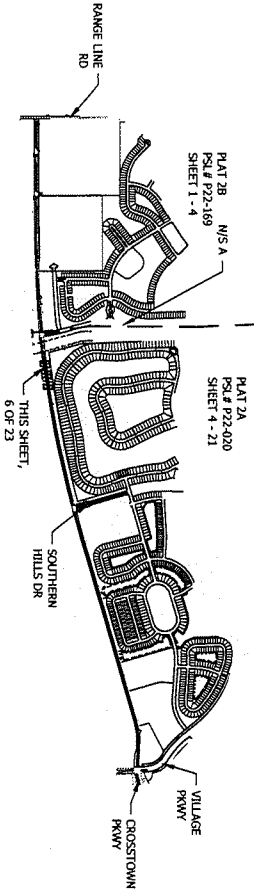
Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1804 Commercial Lane
Suite 1
Jupiter, Florida 33458
www.cotleurhearing.com
Lic# LC-C000239

DESIGNED _____ CTR _____
DRAWN _____ CTR _____
APPROVED _____ DTS _____
JOB NUMBER _____ 21-6722
DATE _____ 12-15-77
REVISED _____

SHEET 5 of 23



KEY MAP



PSLUSD #9-015-F
PSL# P22-020
**CROSSTOWN PKWY
LANDSCAPE PLAN**

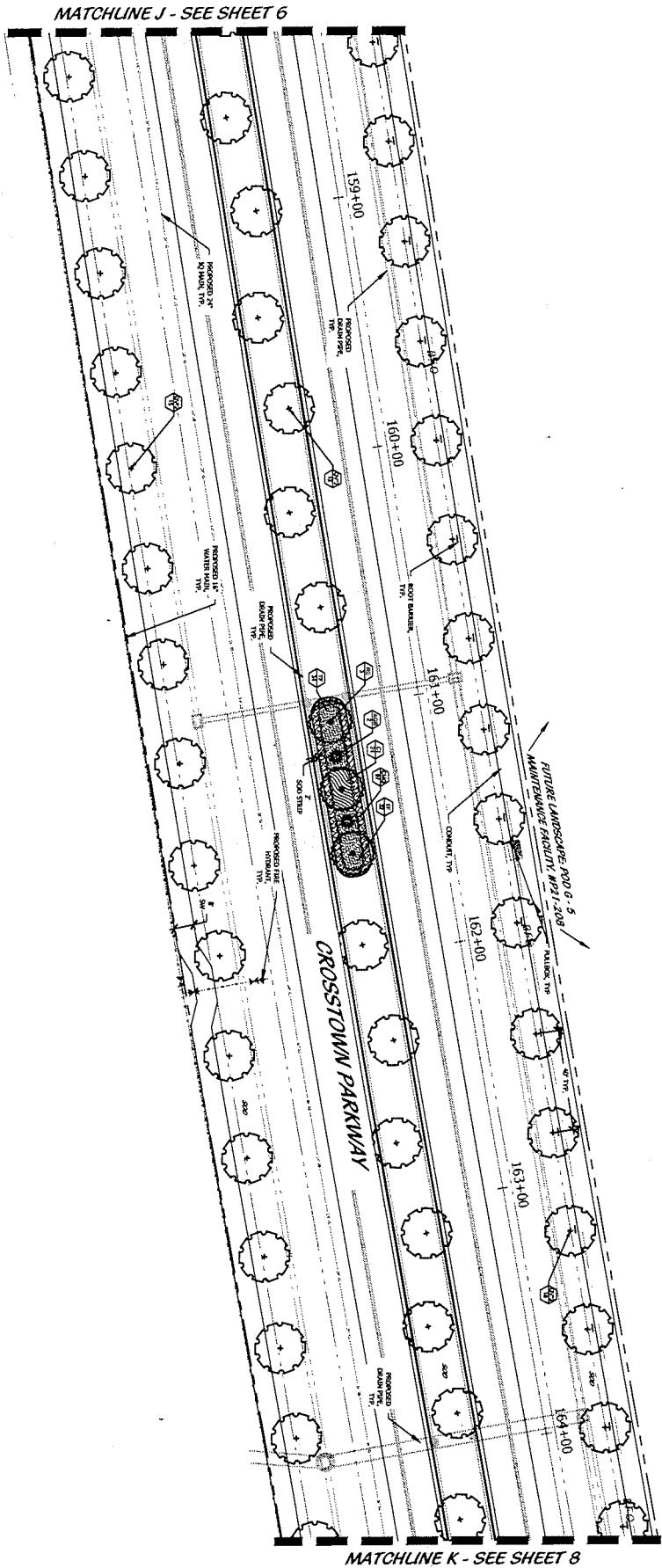


**CROSSTOWN PARKWAY
LANDSCAPE PLAN**
Port Saint Lucie, Florida

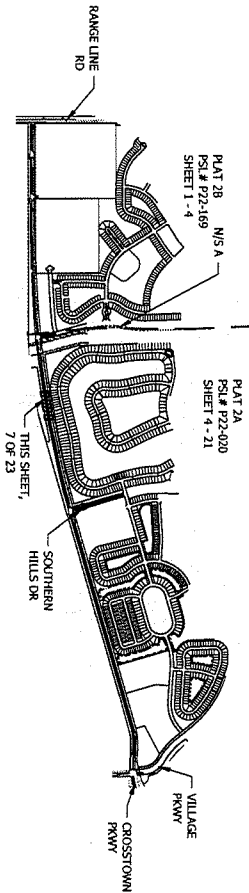
Coleur & Hearing
Landscape Architects
1004 Commercial Lane
Stuart, Florida 34958
www.coleurhearing.com
LSP LC-2000729

DESIGNED	DATE
APPROVED	DATE
REVISIONS	DATE

SEGMENT 2
75.31 TO SOUTHERN HILLS DR



KEY MAP



PSLUSD #9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

North

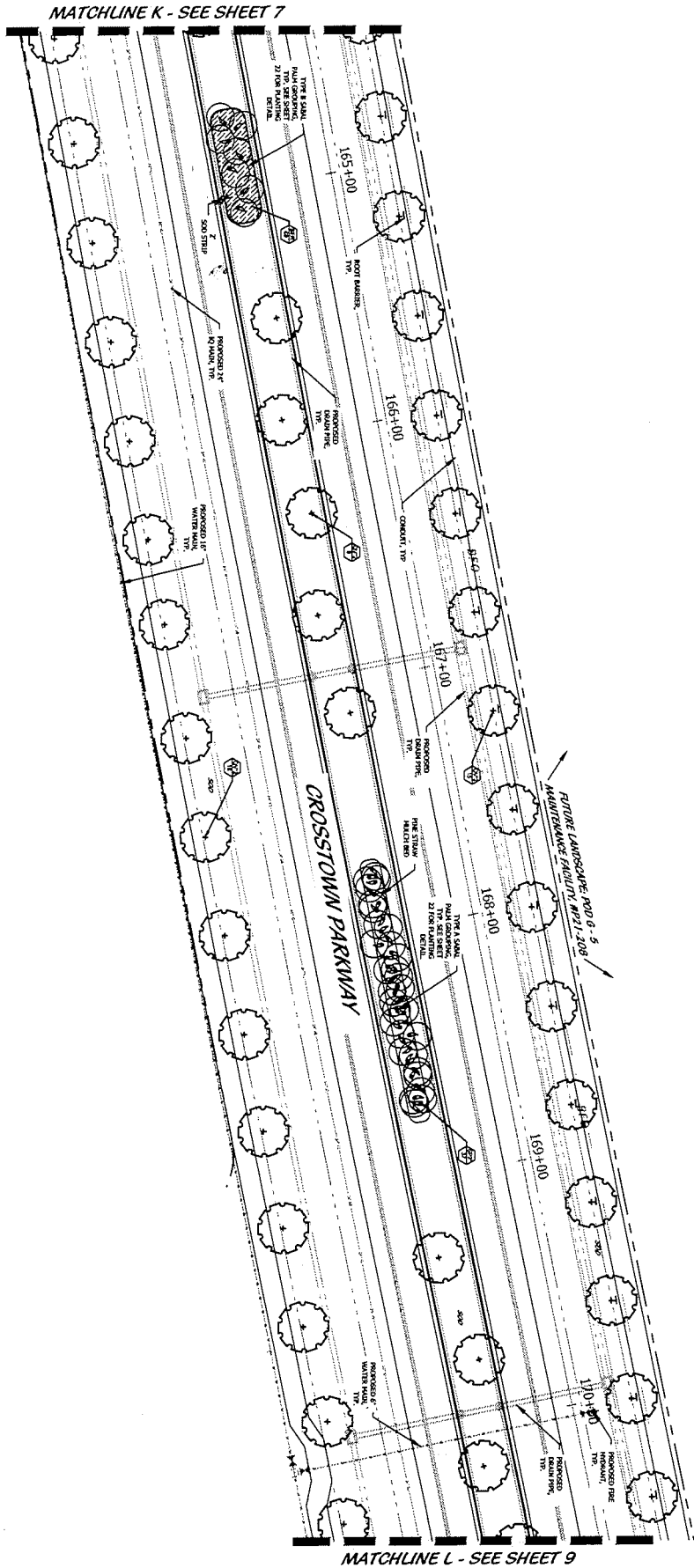
CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida



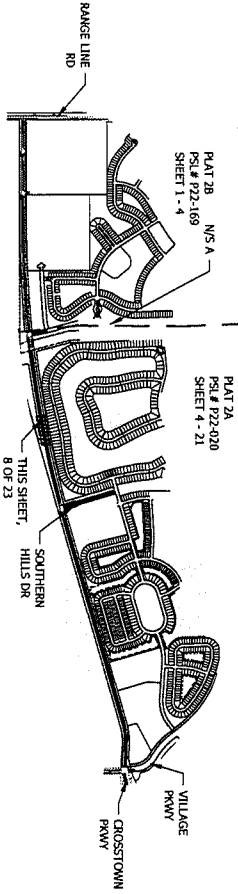
Coteleur & Hearing
Landscape Architects
1504 Commercial Lane
Port Saint Lucie, Florida 34956
www.coteleurhearing.com
Tel: 888-222-0078

DESIGNED	CJB
DRAWN	CJB
CHECKED	CJB
APPROVED	CJB
DATE	07/20/22
PROJECT	PSL# P22-020
SHEET	7 OF 23

SHEET 7 OF 23
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KEY MAP



PSL# 9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"



North

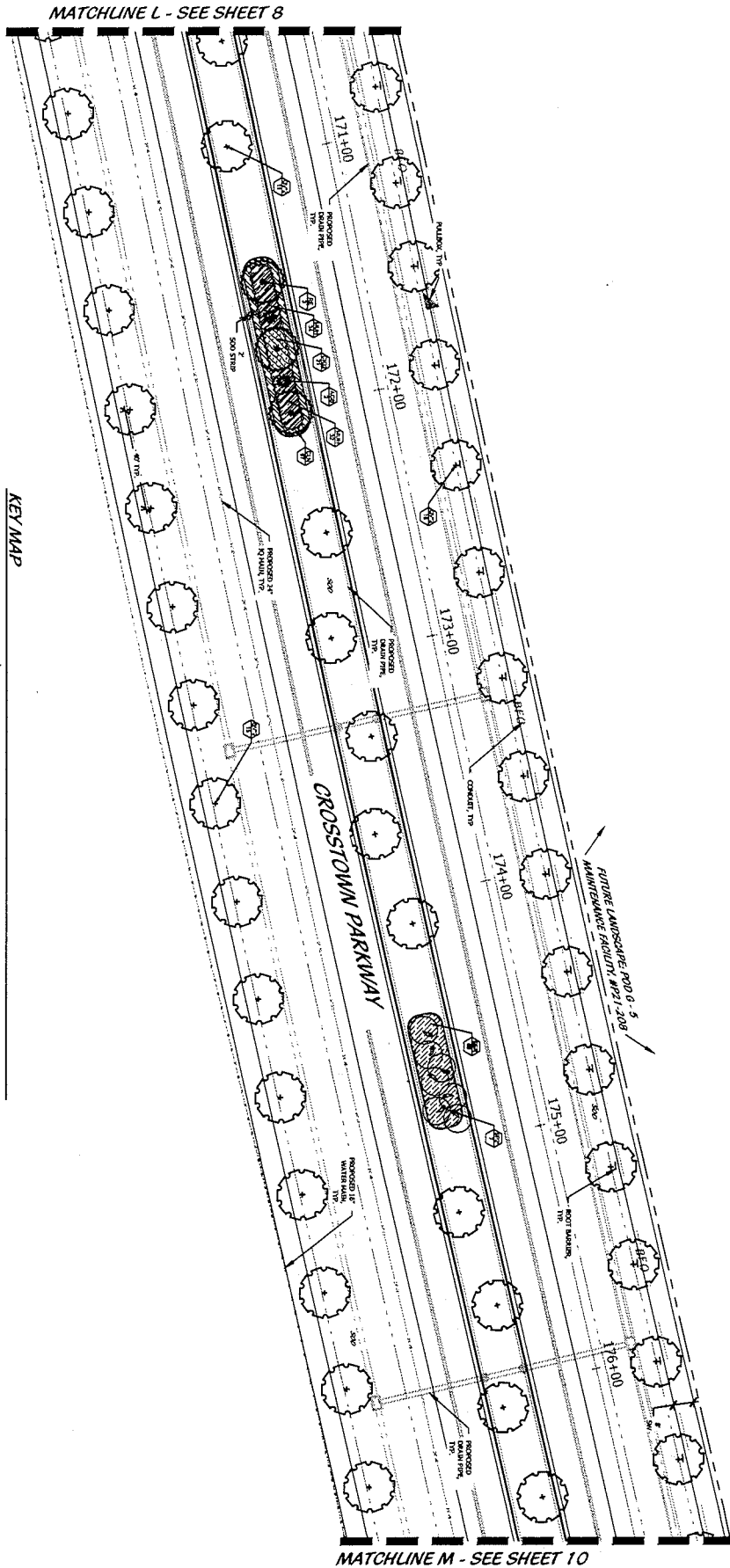
CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida



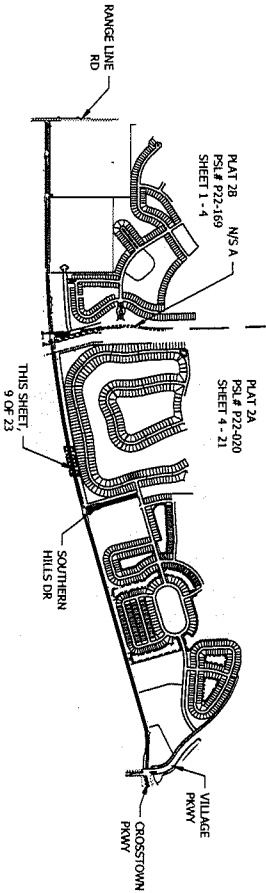
Cotleur & Hearing
Landscape Architects
1844 Commerce Lane
Suite 100
Port Saint Lucie, Florida 34958
www.cotleurandhearing.com
Tel: 888.280.0729

DESIGNED BY	CJB
DRAWN BY	WJS
CHECKED BY	WJS
DATE	01/20/22
PROJECT	CROSSTOWN PARKWAY
SHEET	8 OF 23

8 OF 23
COTLEUR & HEARING, INC.
1844 Commerce Lane
Suite 100
Port Saint Lucie, Florida 34958
Tel: 888.280.0729



KEY MAP



PSLUSD #9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

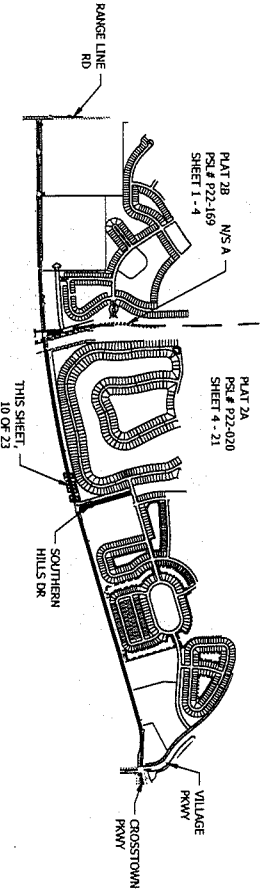
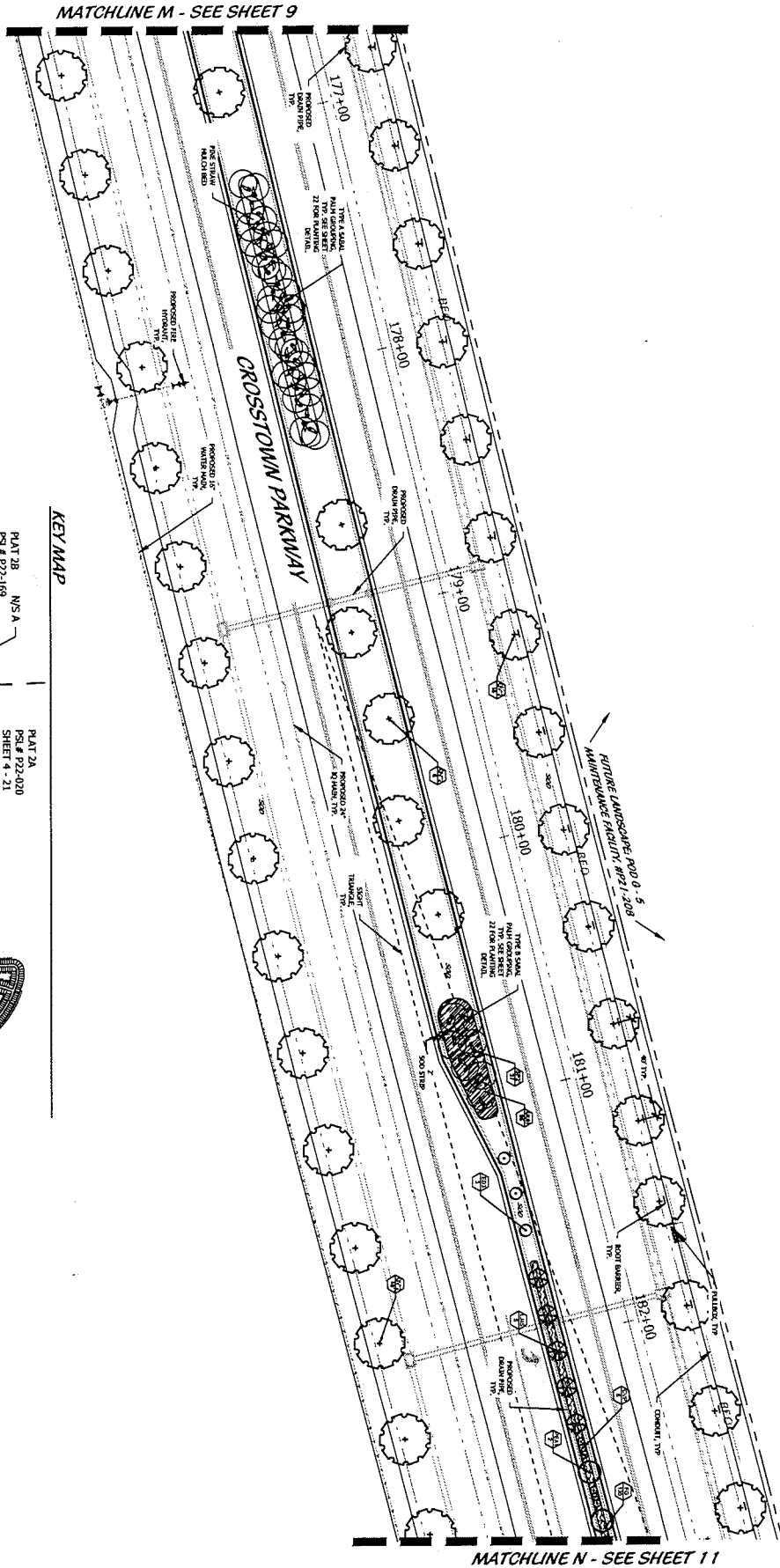
North

CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida



Colleur & Hearing
Landscape Architects
Land Planning Consultants
1834 Cornerstone Lane
Suite 1
Port Saint Lucie, Florida 34958
www.colleurhearing.com
LPA# LC-C000729

DESIGNED BY	C.H.B.
DRAWN BY	C.H.B.
CHECKED BY	C.H.B.
DATE	7/1/22
PROJECT	PSL# P22-020
SHEET	9 OF 23



Scale: 1" = 20'-0"

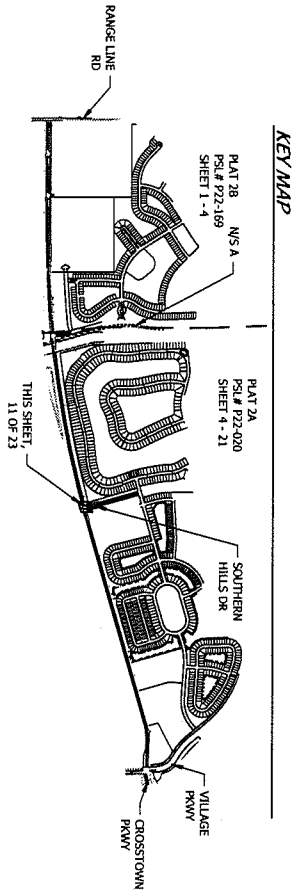
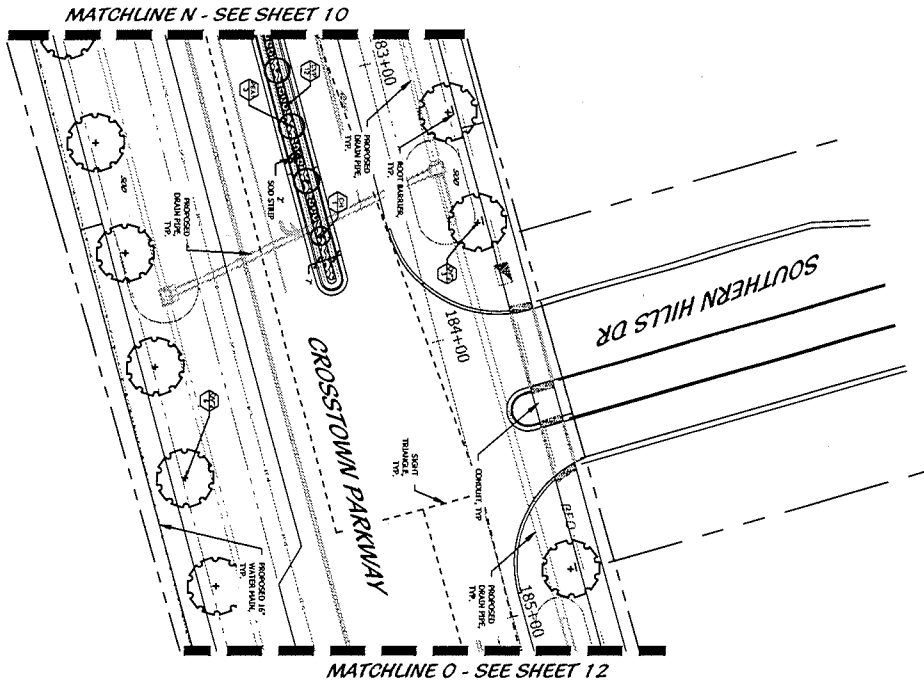
PSUSD #9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN

CROSSTOWN PARKWAY LANDSCAPE PLAN Port Saint Lucie, Florida

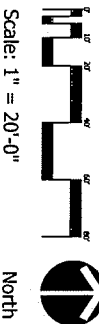


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Suite 1, Florida 33455
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LEP LC-000028

DESIGNED:	DATE:
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REVISION:	DATE:



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PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



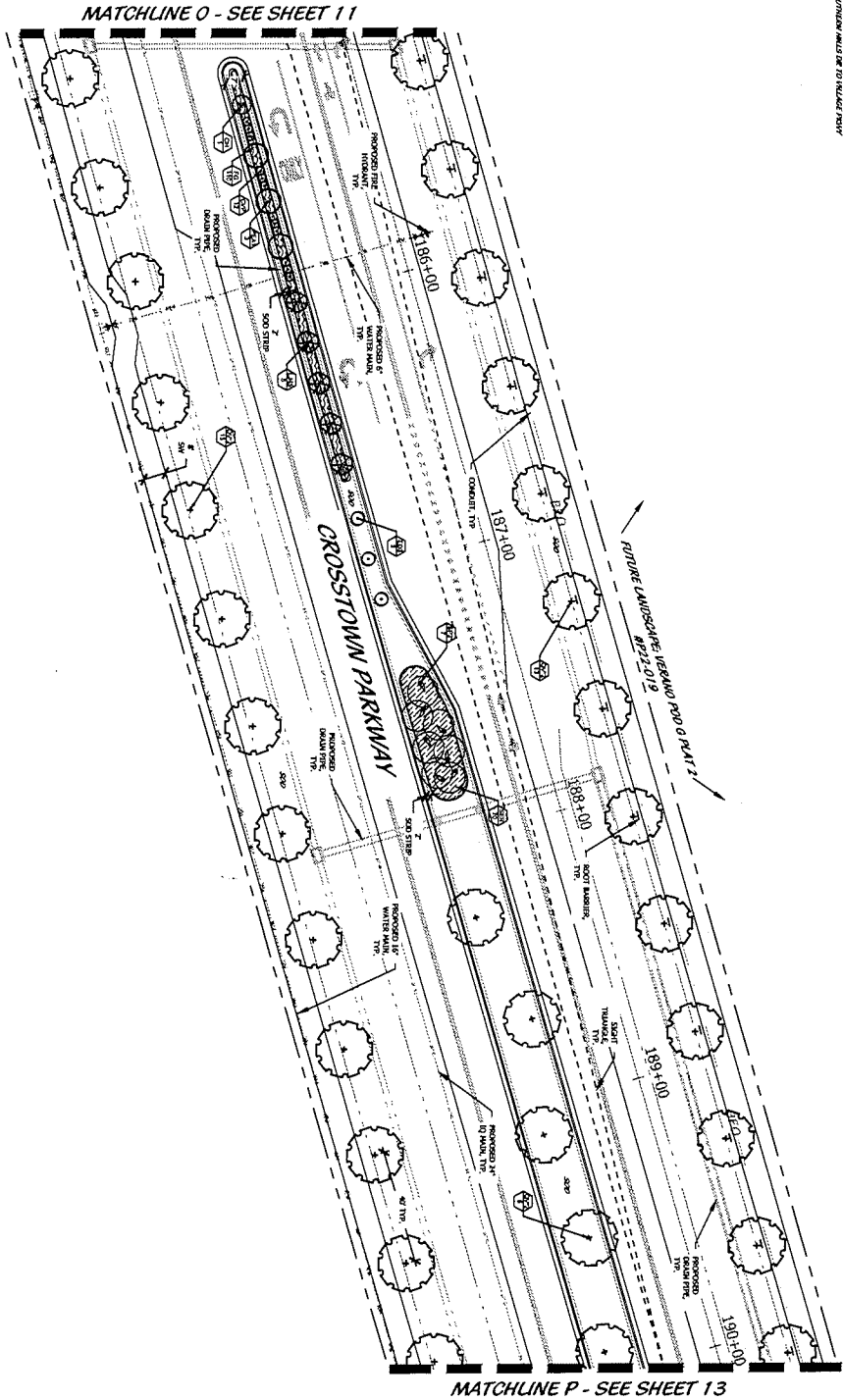
CROSSTOWN PARKWAY

LANDSCAPE PLAN

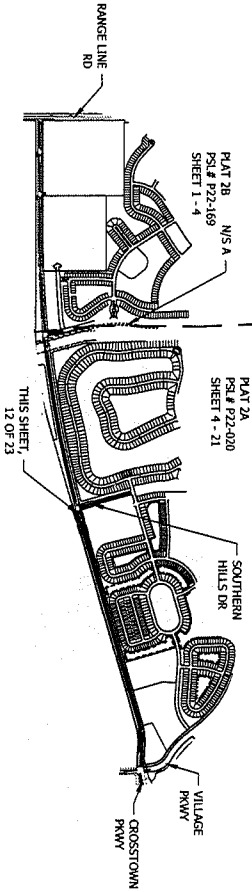
Port Saint Lucie, Florida

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Land Planning
Environmental Consultants
1804 Commerce Lane
Jupiter, Florida 33458
www.colleurheating.com
L&H LC-000028

DESIGNED	CTB
DRAWN	CTB
APPROVED	CTB
DATE	7/2/23
DATE	5/18/23
REVISION	
SHEET	11 OF 23



KEY MAP



PSLUSD #9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

North

CROSSTOWN PARKWAY

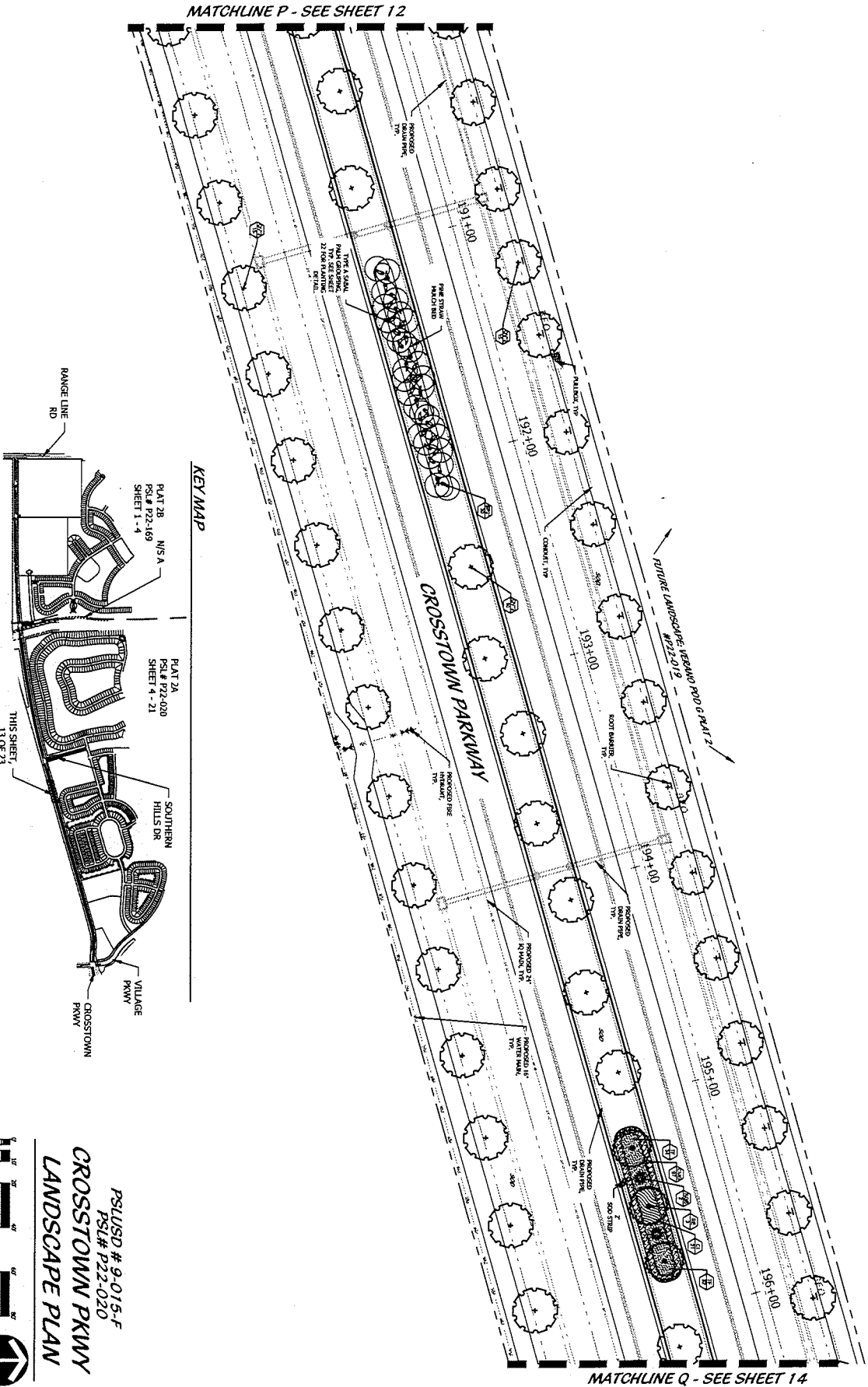
LANDSCAPE PLAN

Port Saint Lucie, Florida



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Landscape Architects
1034 Commercial Lane
Stuart, Florida 34955
www.colleurandhearing.com
Lic# LC-C000023

DESIGNED	CJB
CHECKED	CJB
DATE	7/1/22
BY	JOB NUMBER
DATE	07/01/22



PSLUSD # 9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



CROSSTOWN PARKWAY

LANDSCAPE PLAN

Port Saint Lucie, Florida

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Landscape Architects
Land Planning
Environmental Consultants
Soils & Geotechnical Engineering
Arlington, Florida 33405
www.coffeyhearing.com
LEED LC-0000239

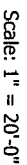
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CHECKED BY	CLB
DATE	7-1-2012
PROJECT	PSL# P22-020
SHEET	13 OF 23

Landscape Architects
 Land Planners
 Environmental Consultants
 1834 Commerce Lane
 Suite 1
 Jupiter, Florida 33458
 www.coffinhearing.com
 Lic# LC-0000239

L1657 LC-C0000723

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DRAWN _____	CIB/ED _____
APPROVED _____	DATE _____
JOB NUMBER _____	21-0722 _____
DATE _____	01/04/23 _____
REVISIONS _____	

SHEET 14 of 23



North



PLAT 2B N/S A
PSL # P22-169
SHEET 1 - 4

PSL # P22-020
SHEET 4 - 21

SOUTHERN
HILLS DR

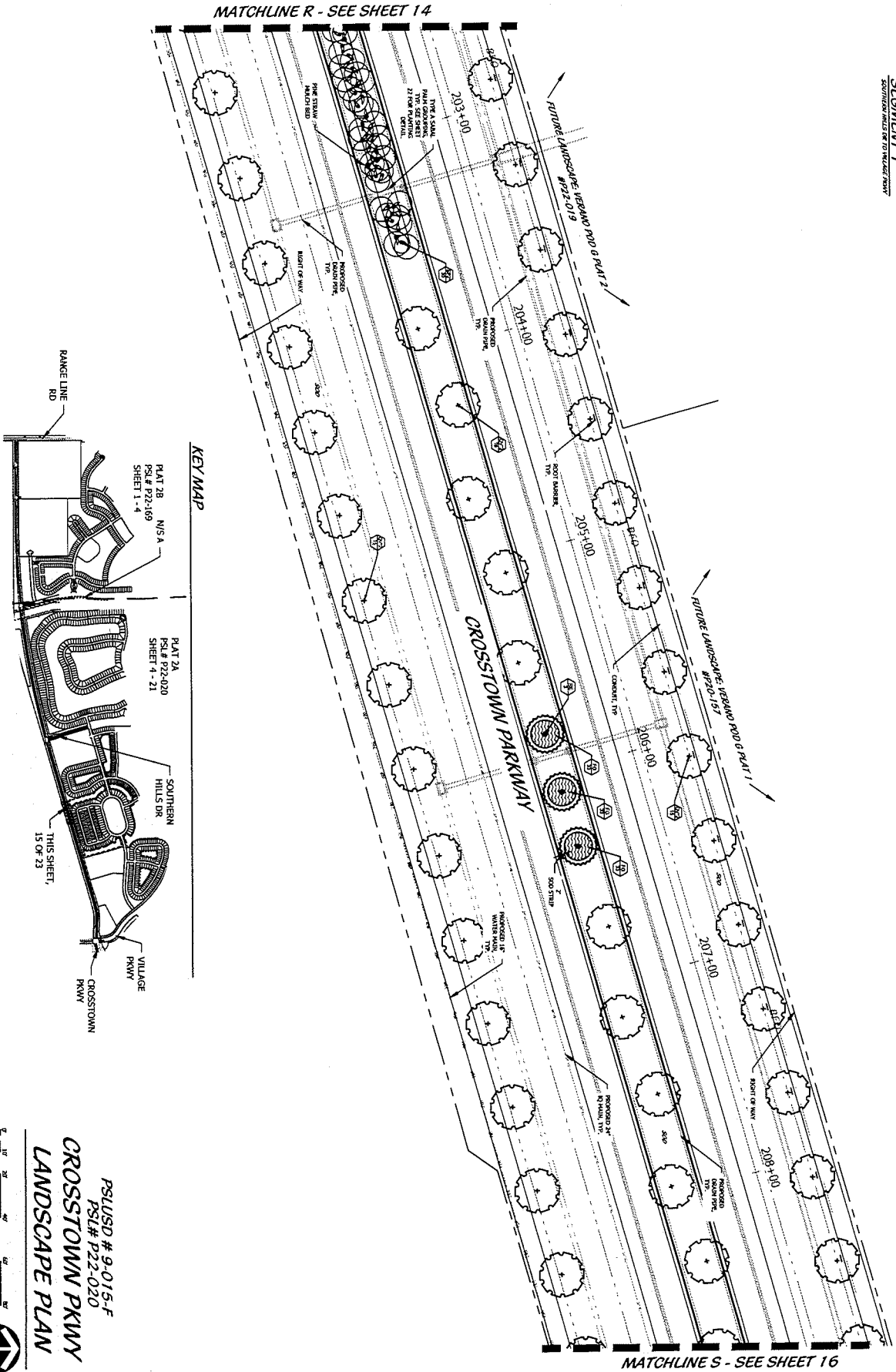
- CROSTOWN
 PKWY

PSLUSD # 9-015-F
PSL# P22-020
CROSTOWN PKWY
LANDSCAPE PLAN

MATCHLINE Q - SEE SHEET 13

MATCHLINE R - SEE SHEET 15

SEGMENT 1
SOUTHERN HILLS DR TO WILLOW



PSLUSD # 9-015-F
PSL# P22-020
CROSTOWN PKWY
LANDSCAPE PLAN

Scale: 1" = 20'-0"



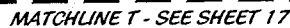
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CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida



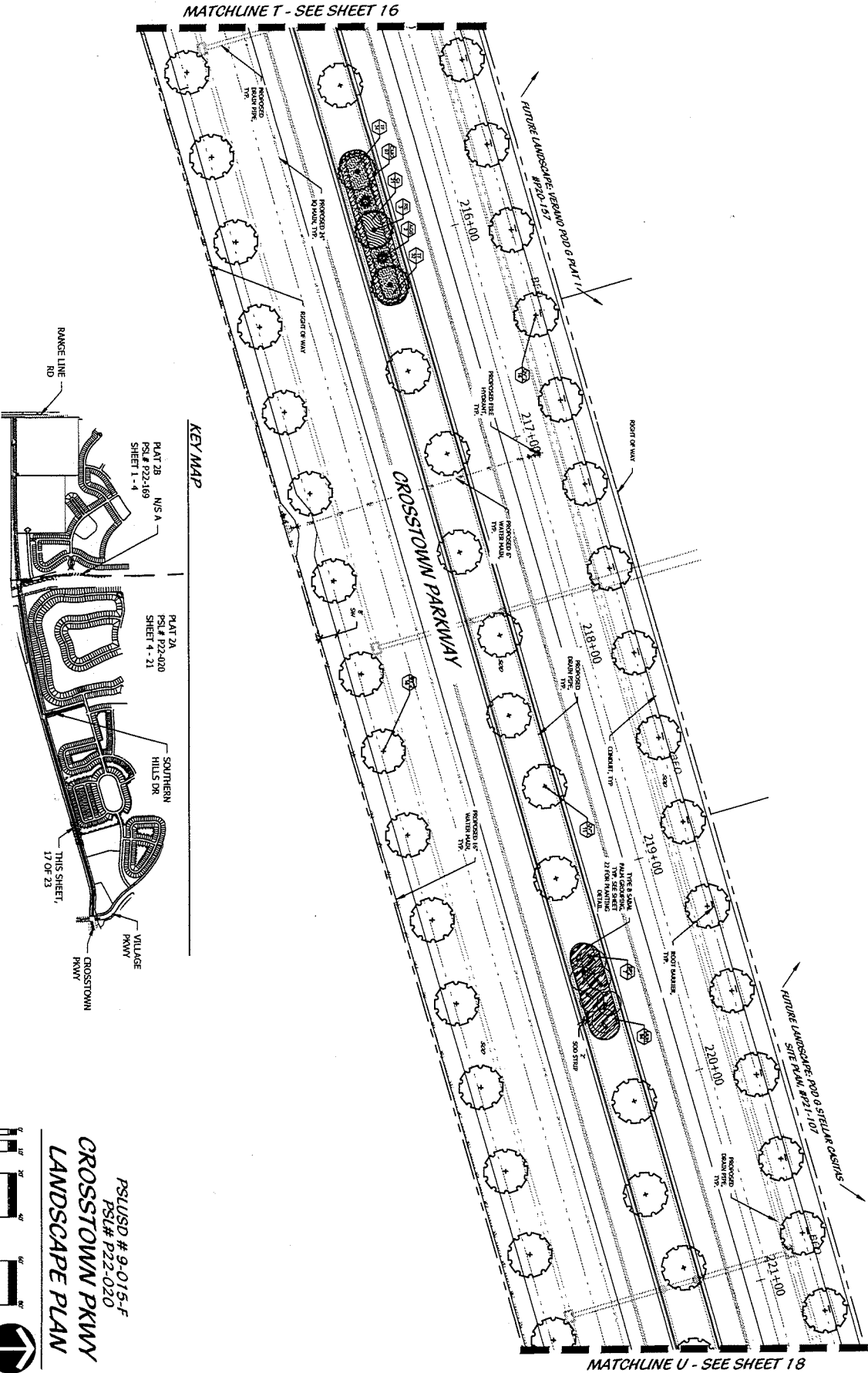
Colleur & Hearing
Landscape Architects
Land Planners
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1834 Commercial Lane
Suite 1
Apaltee, Florida 33458
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Lic# LC-C000239

15 of 23

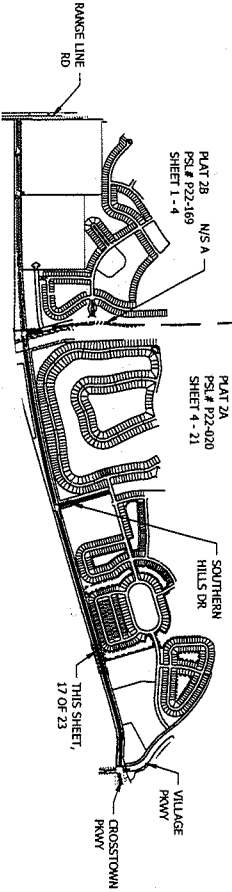


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North



KEY MAP



PSUSD # 9-015-F
PSU# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN

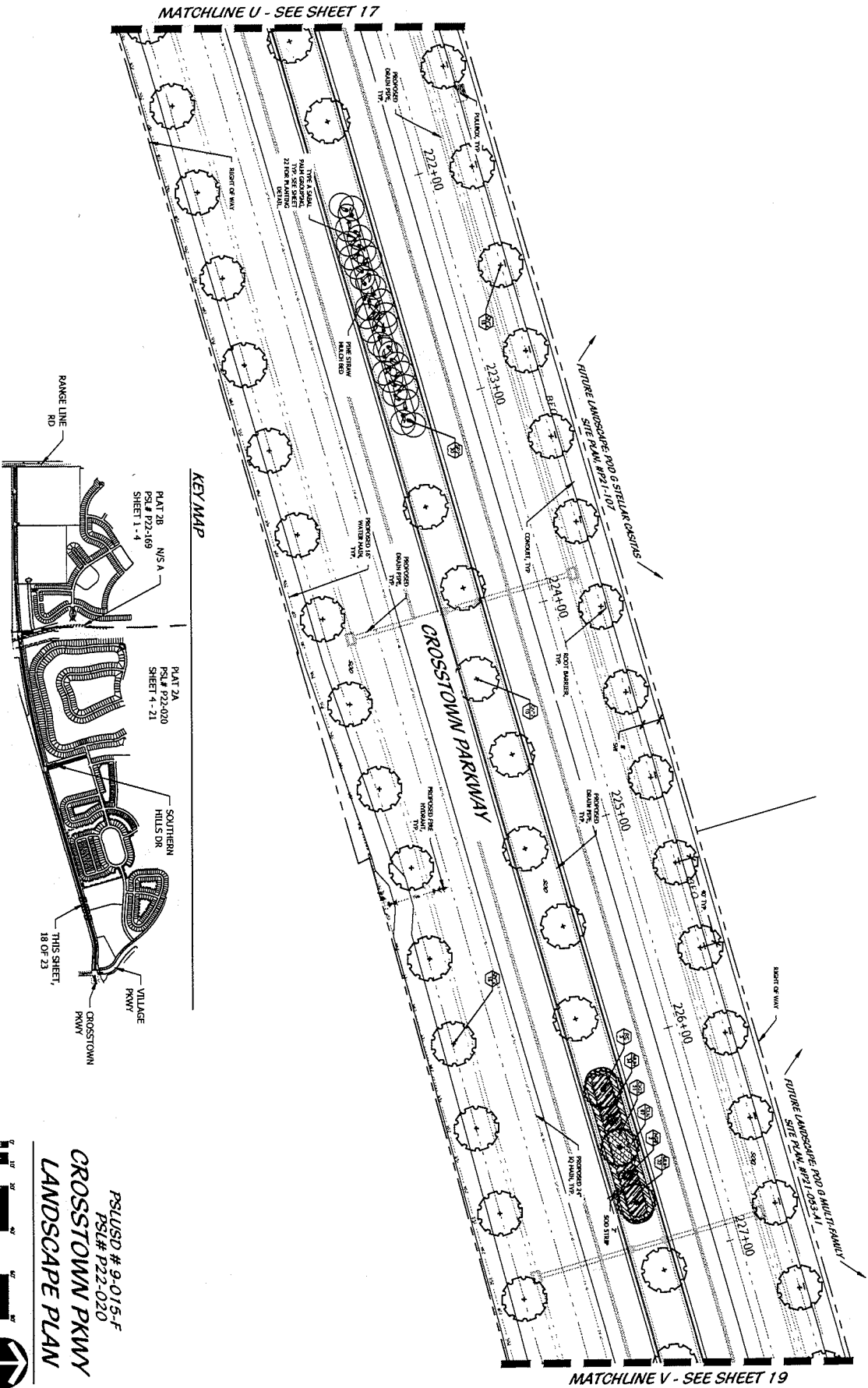


CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida

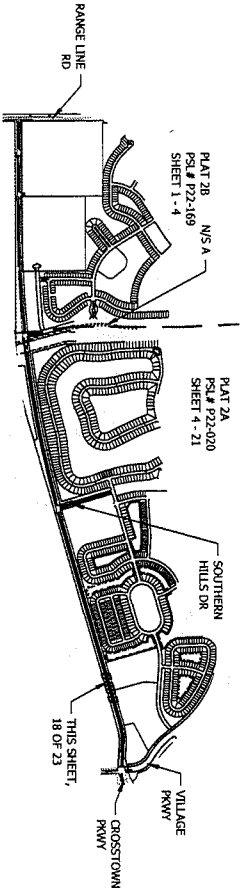


Colleur &
Hearing
Landscape Architects
1904 Cornerstone Lane
Jupiter, Florida 33458
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1-877-628-0023

DESIGNED BY	CSA
DRAWN BY	CSA
APPROVED BY	11-03-13
DATE	01-04-13
REVISIONS	01-04-13



KEY MAP



PSUSD # 9-015-F
PSL # P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"



CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida



**Cottier &
Hearing**

1834 Commerce Lane
Apopka, Florida 34688
www.cottierhearing.com
LSC# LC0000228

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
DATE	DATE
REVISIONS	DATE

MATCHLINE V - SEE SHEET 18

KEY MAP

PLAT 2B
PSL # P22-169

N/S A

PLAT 2A
PSL # P22-020
SHEET 4 - 21

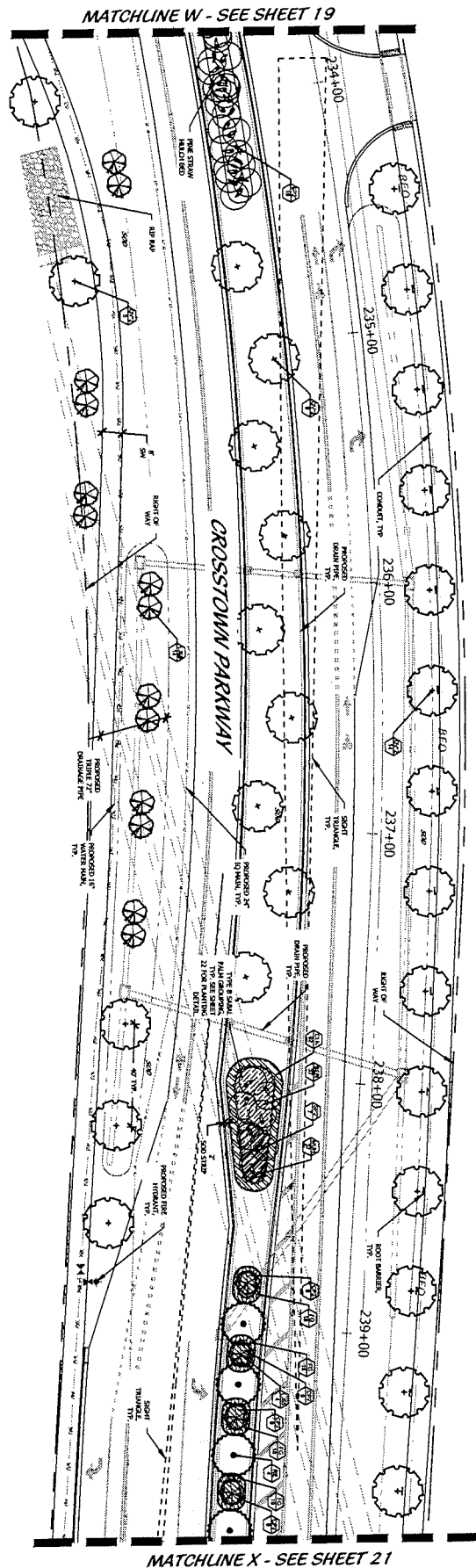
SOUTHERN
HILLS OK

CROSSSTOWN PARKWAY

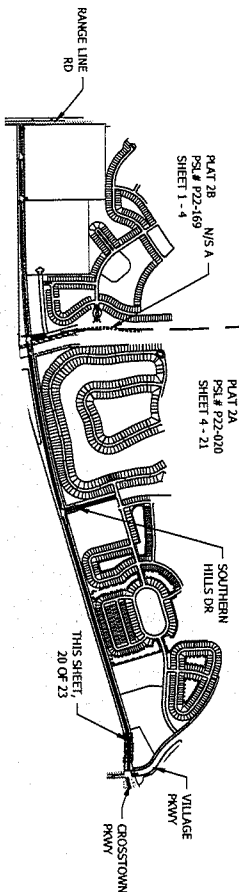
FUTURE LANDSCAPE POD 6 MULTI-FAMILY

MATCHLINE W - SEE SHEET 20

SEGMENT 1
SOUTHERN WILDLIFE TO INLAND PKWY



KEY MAP



CROSSTOWN PKWY
LANDSCAPE PLAN

PSUSD #9-015-F
PSL# P22-020

Scale: 1" = 20'-0"



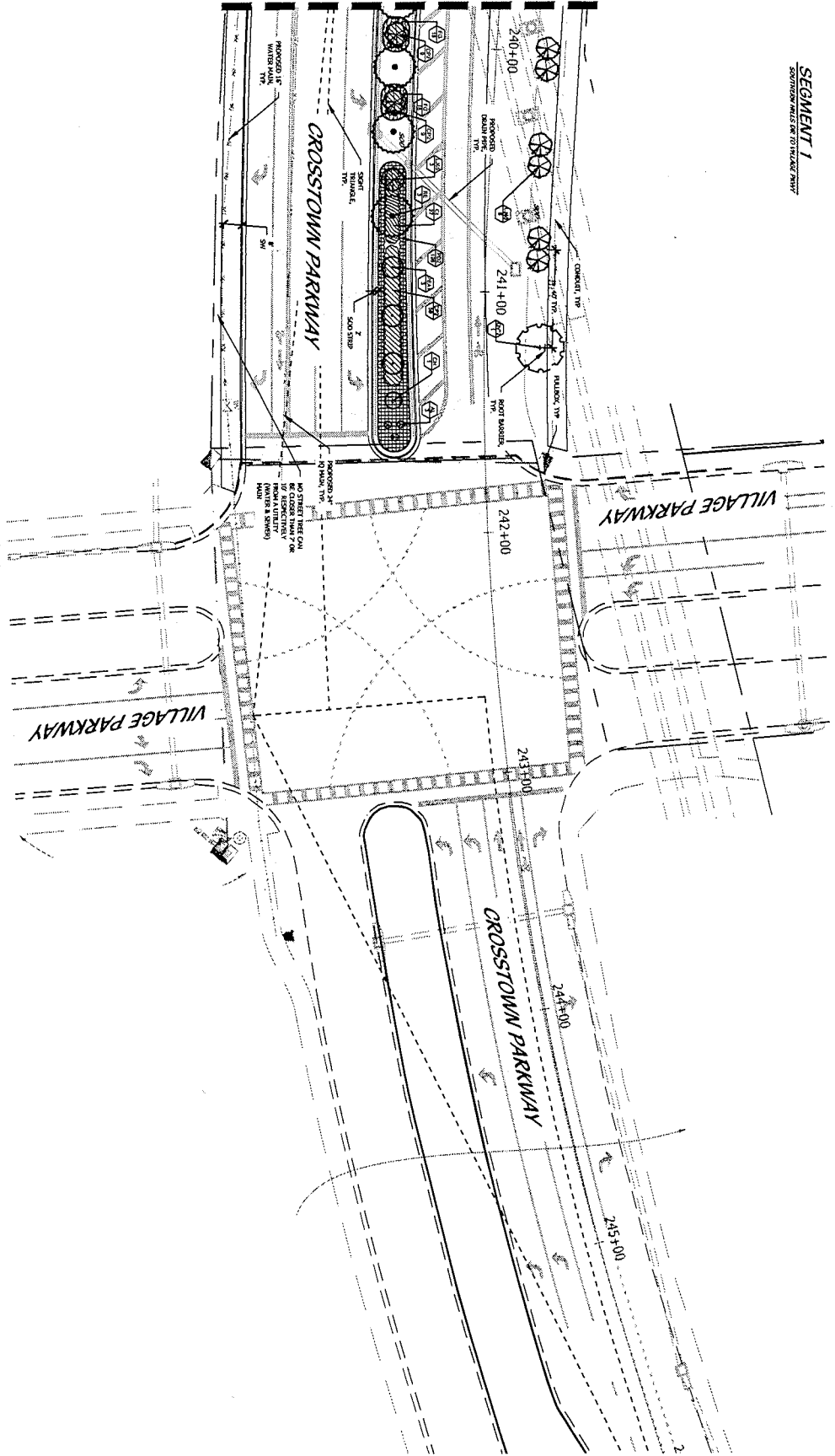
CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida

Colleur &
Heating
Landscape Architects
Land Planners
Environmental Consultants
1834 Crosstown Lane
Port Saint Lucie, Florida 34953
www.colleurheating.com
LSP L.C. CD000238

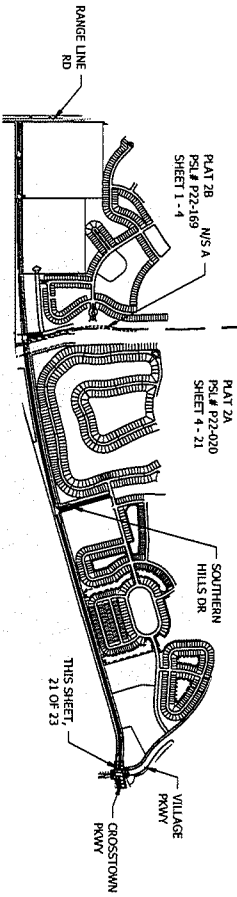
DATE	20 OF 23
DESIGNED BY	CD
CHECKED BY	CD
DATE	11/13/23
REVISIONS	
NO.	DESCRIPTION
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SEGMENT 1
SOUTHERN HILLS RD TO INLAND HWY

MATCHLINE X - SEE SHEET 20



KEY MAP



PSLUSD # 9-015-F
PSL# P22-020
CROSSTOWN PKWY
LANDSCAPE PLAN



Scale: 1" = 20'-0"

North

CROSSTOWN PARKWAY

LANDSCAPE PLAN

Port Saint Lucie, Florida



Colleur & Hearing
Landscape Architects
Land Planning
Environmental Consultants
Soils & Geomatics Lab
Apalachicola, Florida 32409
www.colleurhearing.com
LEP L/C-0000238

DESIGNED BY	CSB
DRAWN BY	CSB
CHECKED BY	CSB
DATE	11-01-12
SCALE	AS SHOWN
PROJECT NO.	510032

SHEET 21 OF 23

LANDSCAPE NOTES

PLANTING DETAILS

[illegible][illegible][illegible]

ALL THESE DISSENTS SHOULD BE LOCATED WITHIN ALCOHOL AND OR BANGS.

[illegible][illegible][illegible]

7. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED, EXCEPT WHERE SHOWN OTHERWISE, AND IS RELEASED TO THE PUBLIC BY THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION. DATE OF REVIEW: 01/11/2011 BY: 60322 UCBAW/BJP

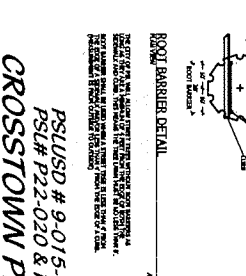
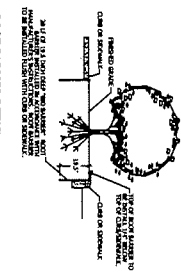
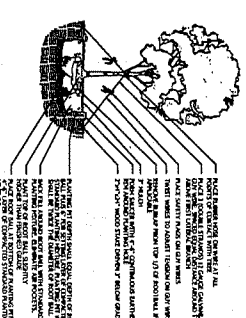
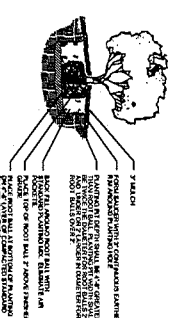
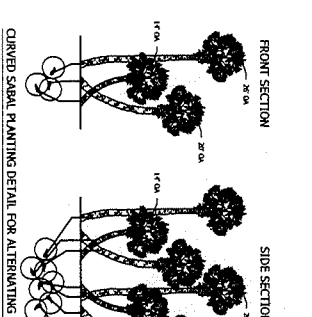
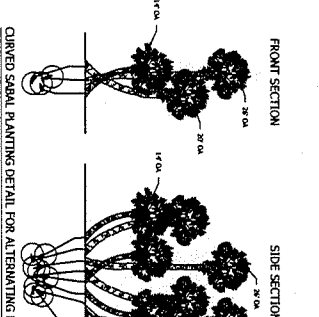
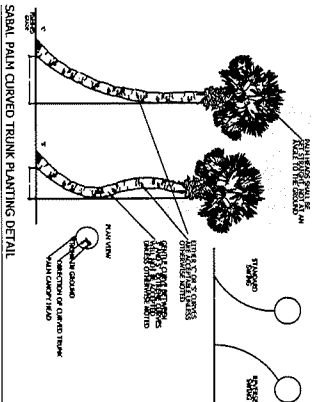
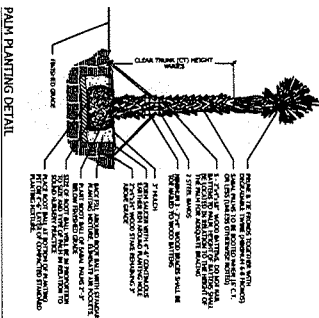
PLANT LIST - CROSTOWN CEI

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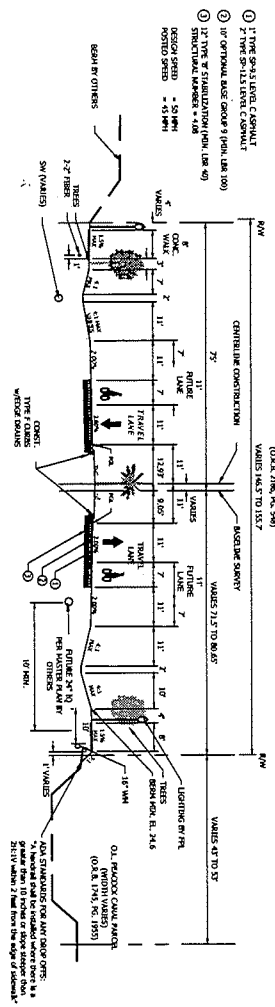
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PLANT LIST - CROSSTOWN SO.	DATE	TIME	LOCATION	STATUS	REMARKS
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1002	10/1/01	10:00	1002	1002	1002
1003	10/1/01	10:00	1003	1003	1003
1004	10/1/01	10:00	1004	1004	1004
1005	10/1/01	10:00	1005	1005	1005
1006	10/1/01	10:00	1006	1006	1006
1007	10/1/01	10:00	1007	1007	1007
1008	10/1/01	10:00	1008	1008	1008
1009	10/1/01	10:00	1009	1009	1009
1010	10/1/01	10:00	1010	1010	1010
1011	10/1/01	10:00	1011	1011	1011
1012	10/1/01	10:00	1012	1012	1012
1013	10/1/01	10:00	1013	1013	1013
1014	10/1/01	10:00	1014	1014	1014
1015	10/1/01	10:00	1015	1015	1015
1016	10/1/01	10:00	1016	1016	1016
1017	10/1/01	10:00	1017	1017	1017
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1019	10/1/01	10:00	1019	1019	1019
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1021	10/1/01	10:00	1021	1021	1021
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1057	10/1/01	10:00	1057		

[illegible]

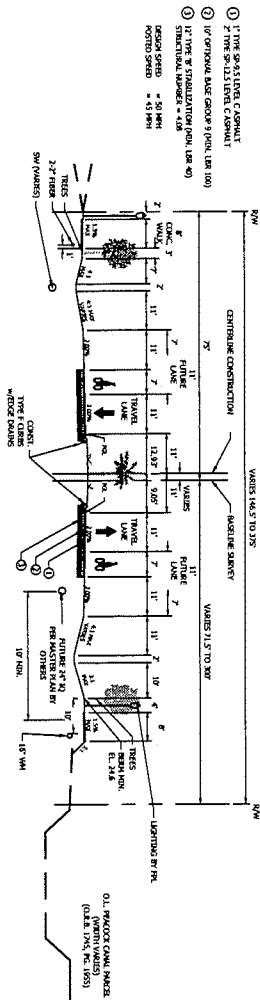
SEGMENT 1

PROPOSED CROSSTOWN PARKWAY EXTENSION
FROM STA. 218+00 TO STA. 242+00
(O.S. 218, P.C. 242)



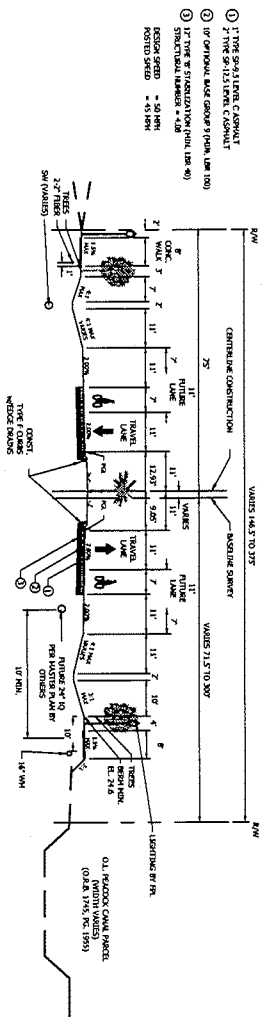
SEGMENT 2

PROPOSED CROSSTOWN PARKWAY EXTENSION
FROM STA. 242+00 TO STA. 268+00
(O.S. 242, P.C. 268)



SEGMENT 3

PROPOSED CROSSTOWN PARKWAY EXTENSION
FROM STA. 268+00 TO STA. 294+00
(O.S. 268, P.C. 294)



TYPICAL SECTION
CROSSTOWN SEGMENT 2B

PSLUS # 9-015-FRG
PSL# P22-020 & P22-169
CROSSTOWN PKWY
TYPICAL SECTIONS
N.T.S.



Colleur & Hearing
Landscape Architects
11111 Highway 1
Suite 1
Port Saint Lucie, Florida 34953
www.colleurhearing.com
Tel: 888-600-0238

CROSSTOWN PARKWAY
LANDSCAPE PLAN
Port Saint Lucie, Florida

DESIGNED	DATE
BY	2/10/22
APPROVED	DATE
BY	2/10/22
REVISION	DATE
1	2/10/22

SHEET 23 OF 23
CROSSTOWN PARKWAY, FL
2022-02-10
2022-02-10
2022-02-10



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. 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> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
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