

Structure No.: A105W1-105W4  
Section 34, Township 27S, Range 36E:  
Easement No.: N00400250  
Parcel ID:  
(Maintained by County Appraiser)

**RIGHT-OF-WAY CONSENT AGREEMENT  
(Governmental Entity)**

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, hereby consents to St. Johns River Water Management District, ("Licensee"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 using that certain area within Company's right-of-way granted by that certain agreement recorded in Deed Book 50, at Page 359, and Official Record Book 730, at Page 867 Public Records of Brevard County, Florida, as more particularly described on Exhibit A attached hereto ("Lands"). Licensee's use of the Lands shall be solely for the purpose of Crane Creek M-1 Canal Flow Restoration as shown on the plans and specifications submitted by Licensee, and attached to this Right-of-Way Consent Agreement (Governmental Entity) ("Agreement") as Exhibit B, and for no other purpose whatsoever.

In consideration for Company's consent 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, the parties hereto agree as follows:

1. 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.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to 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. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may 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, in its opinion, 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 thirty (30) days of 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; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to immediately reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. 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 the provisions of this Agreement.

4. 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 existing grade 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.

5. 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.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade 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 one (1) foot below existing road grade.

8. 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 and required execution of Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of any construction within the Lands.

9. 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.

10. 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 purposes.

11. Notwithstanding any provision contained herein to the contrary, 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.

12. 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; 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.

13. Licensee shall maintain a program of insurance covering its liabilities as prescribed by section 768.28, Florida Statutes. Licensee shall maintain Worker's Compensation Insurance for statutory obligations imposed by applicable laws. Licensee shall furnish Company with a evidence of such insurance coverage before undertaking any activities authorized herein, and Licensee shall provide Company with thirty (30) days written notice before cancellation or non-renewal of the policy.

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 \$3,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by contractors and subcontractors in the indemnity provision set forth in Section 12 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 Licensee shall cause each contractor and subcontractor to name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon Licensee's execution of an agreement with a contractor, Licensee shall provide evidence of the contractors' and subcontractors' 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 interest of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of 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 and Licensee's contractors and subcontractors, respectively, shall each be responsible for managing and administering its own insurance policies as 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 shall fail to perform these responsibilities Company may take such action as it determines appropriate under the circumstances. In the event Licensee collects 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 proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

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 sub-contractor may not self-insure. This section shall survive the expiration or earlier termination of this Agreement.

14. 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 Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit B shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" means the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Section 14 above for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. 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.

17. In the event any term or provision of this Agreement 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 Agreement shall be construed to be in full force and effect.

18. In the event of any litigation arising out of enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, charges and expenses of enforcement, including reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels.

19. 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.

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

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

22. 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.

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

24. 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.

25. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this 19<sup>th</sup> day of August, 2020.

Witnesses:

COMPANY:

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation

Patricia A. Mulligan  
Signature:  
Print Name: Patricia A. Mulligan  
Pearny M. Schwahl  
Signature:  
Print Name: Pearny M. Schwahl

By: Meier G. Wise  
Its: Corporate Real Estate Manager  
Print Name: Meier G. Wise

Witnesses:

LICENSEE: ST. JOHNS RIVER  
WATER MANAGEMENT DISTRICT

Marjorie F. Hightower  
Signature:  
Print Name: Marjorie F. Hightower  
Andrea Dzioba  
Signature:  
Print Name: Andrea Dzioba

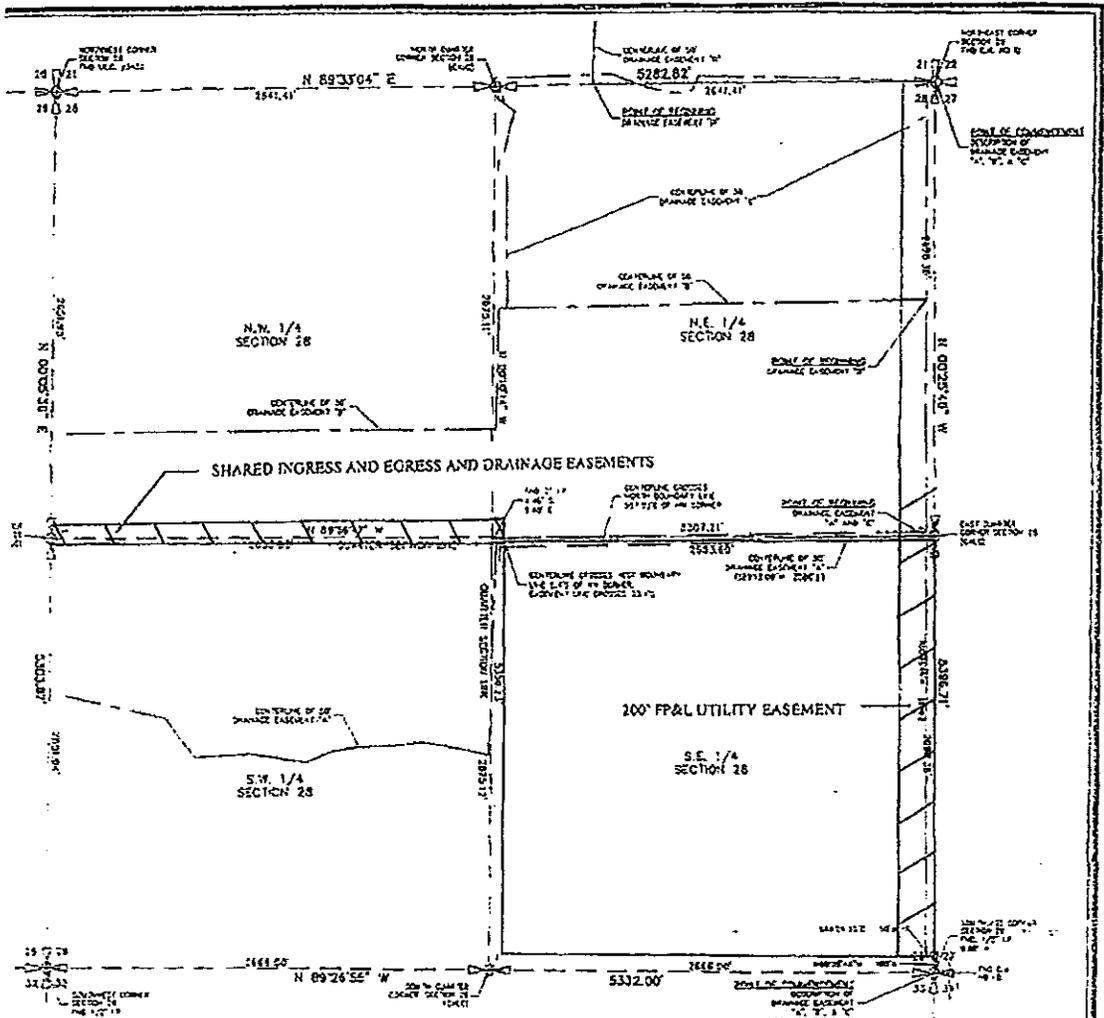
By: Ann B. Shortelle, PhD  
Its: Executive Director  
Print Name: Ann B. Shortelle, PhD

(Corporate Seal)

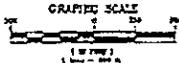
**EXHIBIT "A"**

**CRANE CREEK M-1 CANAL FLOW RESTORATION PROJECT**

**Per the FPL Consent Application Agreement Information for this segment of the project, this letter requests the consent of FPL to cross the existing 60' FPL Transmission Line Easement (ORB 730, PG 867) and the existing 110' FPL Transmission Line Easement (DB 50, PG 359), located west and adjacent to I-95, approximately 2,290' north of Highway 192. The proposed crossing utility will consist of a directional bore 24" DR-11 DIP HDPE HDD stormwater force main constructed within the existing 20' right-of-way. The proposed use is to convey stormwater from the proposed storm water pump station, east of I-95, to a proposed stormwater treatment area west of I-95. Please refer to the enclosed plans for proposed utility location.**



# SECTIONAL BREAKDOWN



1  
Rod w/Plastic Cap  
one Cap

**DESCRIPTION**  
The Southeast 1/4 of Section 28, Township 28 South, Range 38 East, St. Johns County, Florida.  
1565 1/2 1/2 1/2 1/2

## EASEMENTS

Exhibit "B"

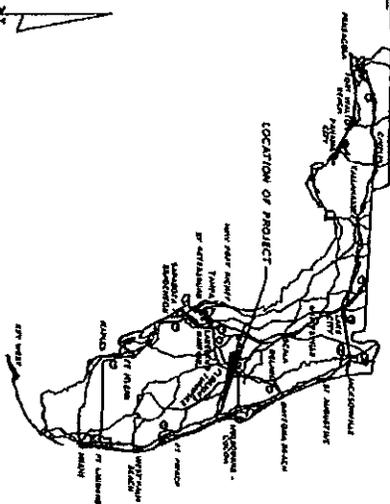
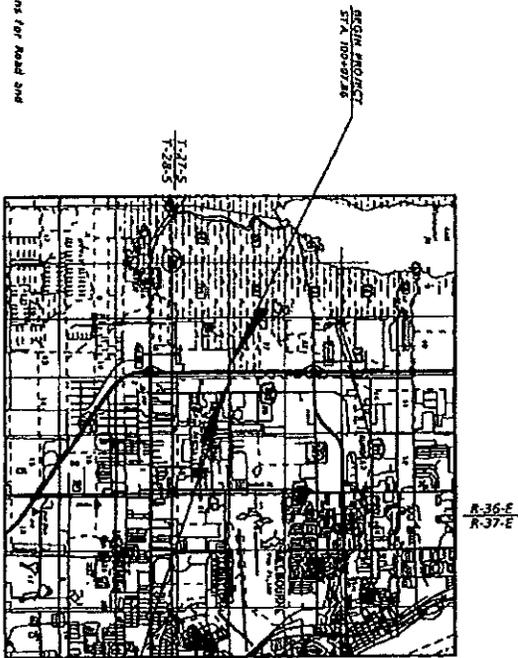
**SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT**

**UTILITY PLANS**

**CRANE CREEK M-1 CANAL  
FLOW RESTORATION**

**INDEX OF UTILITY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3-6	UTILITY PLAN
7-10	UTILITY PROFILE
11	SUMMARY OF VERIFIED UTILITIES



**GOVERNING STANDARD PLANS:**  
 Florida Department of Transportation, FDOT's Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
 Standard Plans for Road Construction and associated IRs are available at the following website: <http://www/fdot.gov/design/standardplans>  
**APPLICABLE IAS:**  
 Standard Plans for Bridge Construction are included in the Structures Plans Component.

**GOVERNING STANDARD SPECIFICATIONS:**  
 Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction at the following website: <http://www.dot.gov/programmanagement/implementation/SpecBooks>

**UTILITY PLANS**  
**ENGINEER OF RECORD:**  
 CLINTON C. SMITH, P.E. NO. 6771  
 HANSON PROFESSIONAL SERVICES INC.  
 8015 GATE PARKWAY WEST, SUITE 204  
 JACKSONVILLE, FL 32216-3685  
 (904) 737-0590

Digitally signed  
 by Clinton C  
 Smith  
 Date: 2019.12.12  
 16:01:53 -05'00'

SHEET NO.	1
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GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED V, Vn, Vn1 AND Vn2) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS MADE NOT BEEN VERIFIED.
3. UTILITY/AGENCY OWNERS:

COVERAGE

BREVARD COUNTY PUBLIC WORKS - TRAFFIC SIGNALS & FIBER  
 BREVARD COUNTY GAS - GAS  
 FLORIDA CITY GAS - GAS  
 FLORIDA GAS TRANS. - MELBOURNE - GAS PIPELINE  
 FLORIDA POWER & LIGHT - BREVARD - ELECTRIC  
 LEVEL 3 COMMUNICATIONS - FIBER OPTIC  
 CITY OF MELBOURNE UTILITIES ADMINISTRATION - WATER DISTRIBUTION  
 CITY OF MELBOURNE UTILITIES ADMINISTRATION - WASTEWATER REUSE  
 CITY OF MELBOURNE UTILITIES ADMINISTRATION - SEWAGE COLLECTION  
 CENTURILINK (FORMERLY WEST COMMUNICATIONS) - FIBER OPTIC  
 AT&T DISTRIBUTION - TELEPHONE  
 UNIFI FIBER LLC - FIBER OPTIC  
 BRIGHT HOUSE NETWORKS, LLC BREVARD - FIBER OPTIC  
 CITY OF WEST MELBOURNE - WATER  
 CITY OF WEST MELBOURNE - SEWER  
 CROWN CASTLE FIBER

TELEPHONE NUMBERS

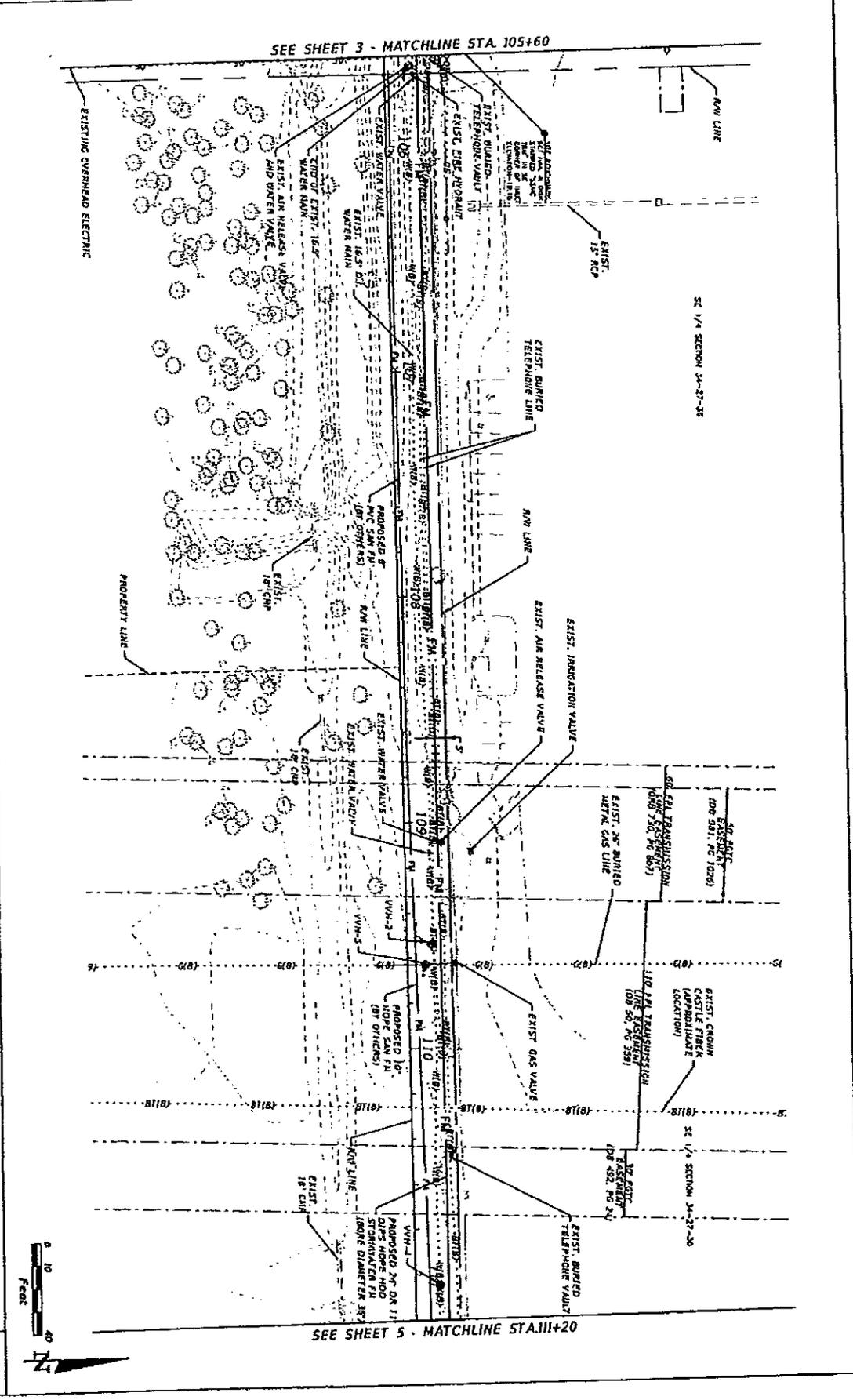
(321) 633-2077  
 (321) 638-2424  
 (407) 838-2711  
 (386) 396-6403  
 (877) 366-8344 x3  
 (321) 608-3106  
 (321) 608-3106  
 (302) 992-9831  
 (941) 997-0240  
 (321) 355-0807  
 (321) 757-6485  
 (321) 837-7771  
 (321) 884-0885  
 (786) 910-7059

4. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE: TBD

DATE	REVISION	DESCRIPTION	BY	CHECKED
02/28/2021	001	CLINTON C. SMITH, JR. P.E. LICENSE NUMBER 6711 HANSON PROFESSIONAL SERVICES INC. 4015 CAME PARWAY WEST, SUITE 204 JACKSONVILLE, FL 32218-3843 CERTIFICATE OF AUTHORIZATION 0000004		
		PROJECT	BREVARD	
<b>GENERAL NOTES</b>				
				SHEET NO.
				2

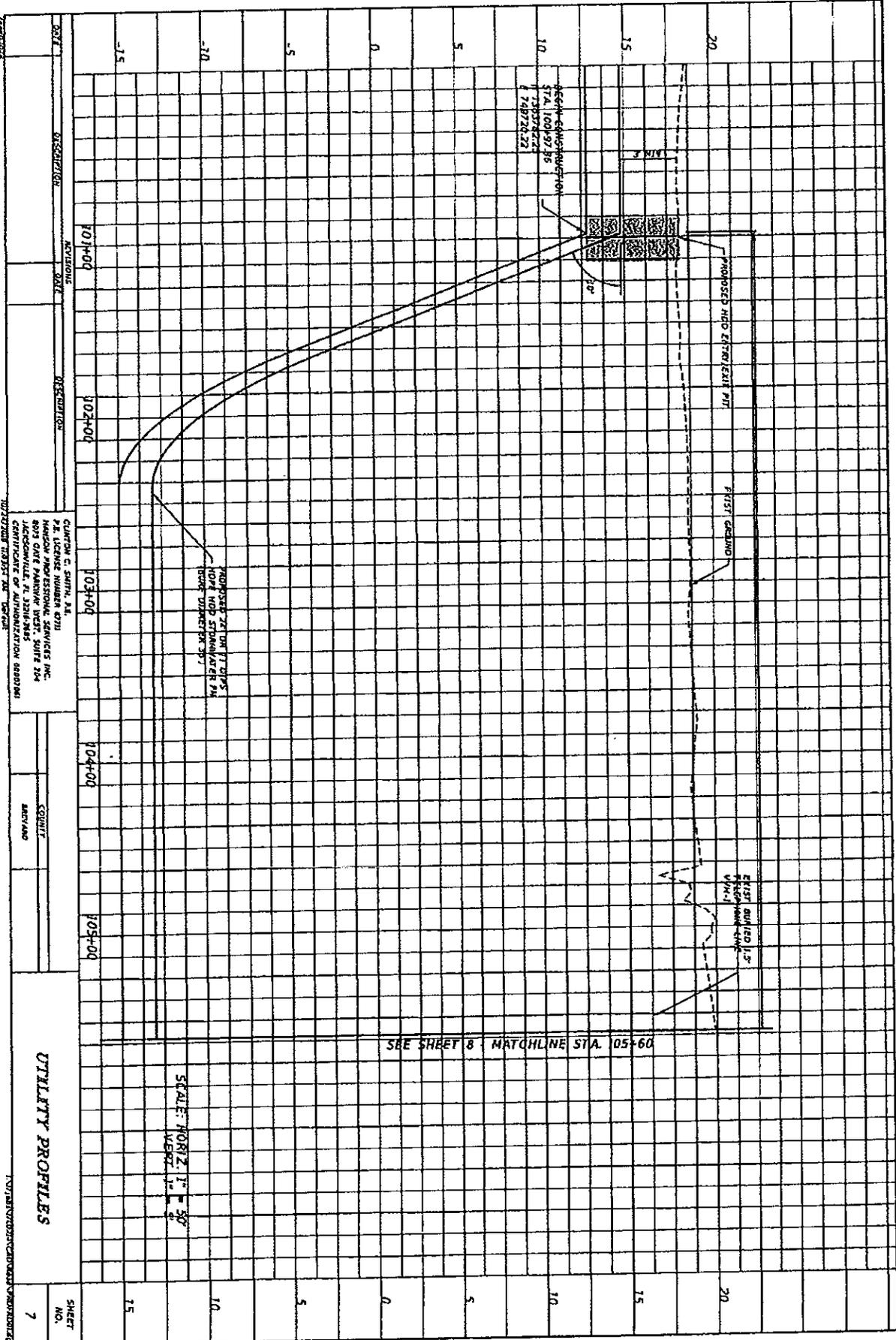


DATE	REVISION	DESCRIPTION	DRAWN BY	CHECKED BY	DATE
CLIENT: <b>DAUGHTON G. SMITH, JR.</b> PROJECT: <b>WATER MAIN AND GAS MAIN</b> ADDRESS: <b>1000 W. PARKWAY WEST, SUITE 204</b> CITY: <b>MEMPHIS, TN 38103-5848</b> CONTRACT: <b>NO. 2318-5848</b>			CONTRACTOR: <b>DAUGHTON G. SMITH, JR.</b> ADDRESS: <b>1000 W. PARKWAY WEST, SUITE 204</b> CITY: <b>MEMPHIS, TN 38103-5848</b> CONTRACT: <b>NO. 2318-5848</b>		
<b>UTILITY PLAN</b>			SHEET NO. <b>4</b>		









SECTION ELEVATION  
 STA. 100+97.86  
 1.2897422  
 6.74872022

PROPOSED 24" OR 18" CIP'S  
 HOPE HOD STAINLESS STEEL  
 (DOWEL DIAMETER EX. 30")

SEE SHEET 8 MATCHLINE STA. 05+60

SCALE: HORIZ. 1" = 30'  
 VERT. 1" = 5'

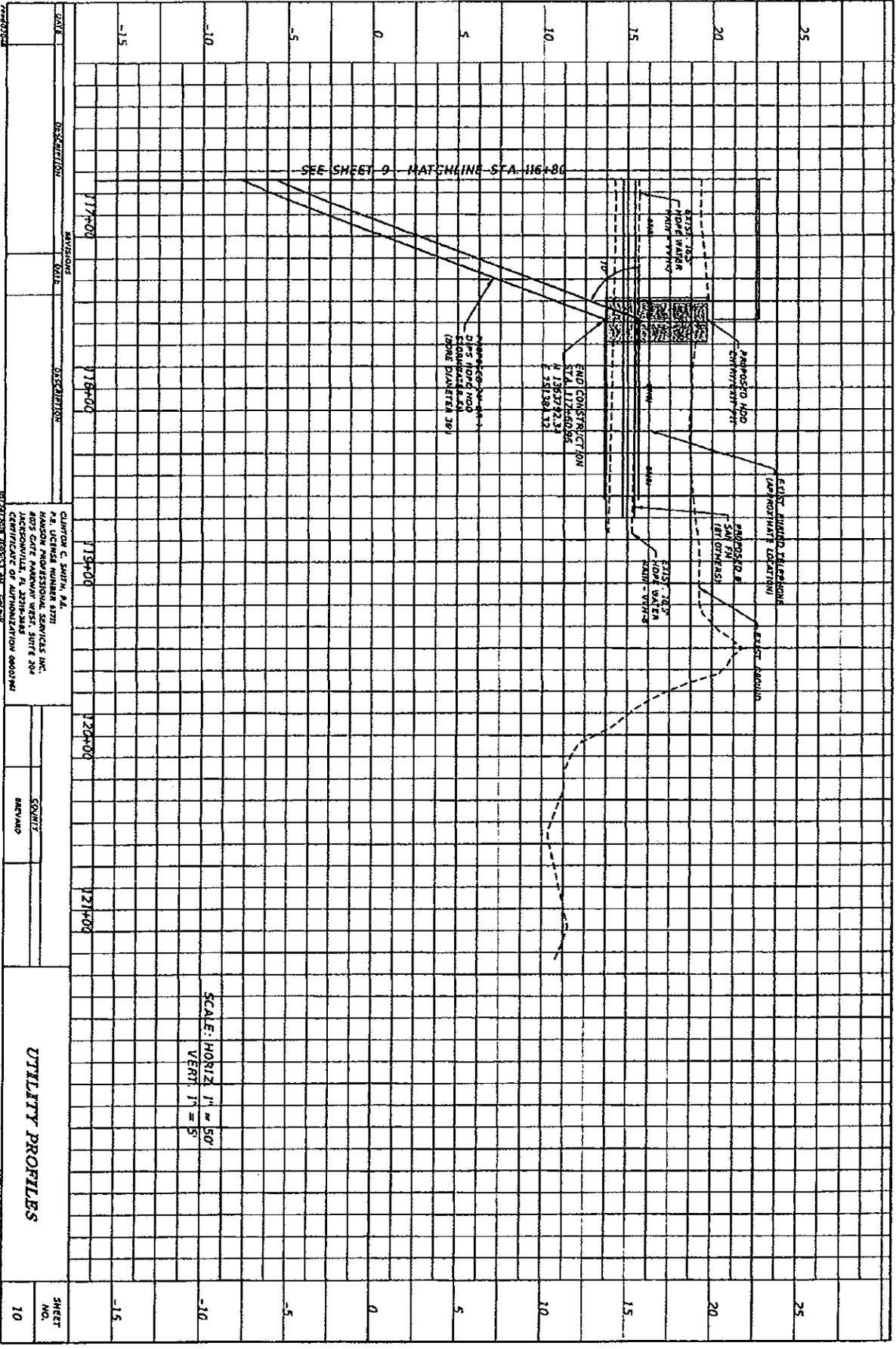
DATE	DESCRIPTION	NO.	REVISION

QUINCY C. SMITH, P.E. P.E. LICENSE NUMBER 6711 HANSON PROFESSIONAL SERVICES INC. 805 ONE PARKWAY WEST, SUITE 204 JACKSONVILLE, FL 32209-3882 PHONE: 904-731-1111 FAX: 904-731-1112 WWW: WWW.HANSONPROFESSIONALSERVICES.COM	SHEET NO. 7
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SEE SHEET 9 MATCHING STA. 116+80

SCALE: HORIZ 1" = 50'  
 VERT 1" = 5'

DATE	DESIGNER	CHECKER	DATE	PROJECT NO.	SHEET NO.
	AMVISIONS				10
GEORGE G. SMITH, P.E. P.E. LICENSE NUMBER 1771 HANSON PROFESSIONAL SERVICES, INC. 4025 GATE PARKWAY WEST, SUITE 204 JACKSONVILLE, FL 32216-2845 CERTIFICATE OF AUTHORIZATION 0000704			SCOTT BARNARD		
UTILITY PROFILES					

NO. 252 UTILITY CONTRACT V. 10/10/04

SUMMARY OF VERIFIED UTILITIES

VW#	UTILITY DESCRIPTION (Owner, Type)	SIZE	MATERIALS	STATION	Offset &	LT/RT	EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
VW#-1	RM, BREVARD COUNTY BT, AT&T	1.5"	DGC	105+50.00	11.07	LT	18.89	16.44	
VW#-2	GM, ENERGY TRANSFER	16.5"	D/G	109+54.26	11.13	LT	18.89	15.82	
VW#-3	RM, BREVARD COUNTY	6.5"	NET	112+46.92	12.62	LT	19.01	12.76	
VW#-4	RM, BREVARD COUNTY	16.5"	NET	111+04.71	10.96	LT	18.88	8.13	
VW#-5	GM, ENERGY TRANSFER	7.5"	NET	109+63.32	8.05	LT	18.86	12.61	
VW#-6	RM, BREVARD COUNTY	16.5"	HDPE	116+24.59	3.59	LT	18.38	14.88	
VW#-7	RM, BREVARD COUNTY	16.5"	HDPE	116+40.02	3.35	LT	18.72	15.68	
VW#-8	RM, BREVARD COUNTY	16.5"	HDPE	116+43.45	7.15	LT	18.01	15.78	
VW#-9	BT, AT&T	1"	DGC	112+67.20	25.38	LT	19.00	16.25	
VW#-10	RM, BREVARD COUNTY	16.5"	HDPE	118+24.68	27.09	LT	19.02	14.85	

DATE	REVISIONS	DESCRIPTION	BY	CHKD

CIVIL & ENVIRONMENTAL 225 NORTH AVENUE, SUITE 111 JACKSONVILLE, FL 32209-2885 CERTIFICATES OF AUTHORIZATION 00000000	CONSULTING ENGINEER BREVARD	SUMMARY OF VERIFIED UTILITIES	SHEET NO. 11
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11/28/2018 11:28:13 AM (N:\2018\11\28\112813\112813.dwg) 11/28/2018

# EXHIBIT "C"



FPL

## 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 ("NEC") 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 NEC 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):

Power Line Voltages	Personnel and Equipment (29 CFR 1910.333 and 1925.600)	Cranes and Derricks (29 CFR 1926.1407, 1409)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1925.600 - 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 555 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 \_\_\_\_\_