



UNDERGROUND CONDUIT INSTALLATION AGREEMENT

This Agreement, made this 12th day of Feb., 2001, by and between NASSAU COUNTY (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS; the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located in a described FPL easement provided by the Customer.

WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The customer shall:

- a) install conduit, cable markers and associated materials provided by FPL in accordance with the instructions and specifications attached to this Agreement;
- b) be solely responsible for the installation of conduit at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;
- c) provide reasonable notification of the conduit installation dates;
- d) at the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies;
- e) provide survey points for FPL to stake the cable route;
- f) notify FPL when the conduit installation is complete;
- g) provide "as built" prints within two (2) weeks of final installation;
- h) provide for pick-up of materials;
- i) assume liability for materials lost, stolen or damaged once the customer receives material;
- j) assume liability for any delays and/or additional costs to FPL caused by a conduit installation that is not consistent with the instructions and specifications attached to this agreement.

2. FPL shall:

- a) provide written instructions and specifications for the installation of FPL provided conduit;
- b) provide required material to the Customer for the installation of underground facilities within the specified cable route;
- d) provide staking for the Customer along the specified cable route;

- d) apply a credit in the amount of \$4.039, in the event that the customer has made or has agreed to make a Contribution in Aid of Construction for the underground distribution facilities associated with this Agreement (if the credit exceeds the contribution, or if no contribution is required, a payment shall be made to the customer);
 - e) assume no liability for materials lost, stolen or damaged once received by the customer;
 - f) furnish any additional material at the current cost plus applicable loading and delivery charges;
 - g) assume no liability for delays caused by material delivery deficiency, including insufficient, lost, stolen or damaged material;
 - h) assume no liability for delays because of misunderstanding of installation drawings or specifications;
 - i) assume no liability for delays or additional cost caused by an inadequacy of the conduit system installation;
 - j) assume no liability for special incidental or consequential damages of any nature.
3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.
4. Customer agrees to protect, defend, indemnify and hold FPL, its officers, directors, employees, and agents (FPL Entities) free and unharmed from and against any and all claims, liabilities, loss, costs, or damages whatsoever, related to any claim made by tenants, invites, licensees, quests, any other or third parties, including court costs and attorney's fees, whether or not due to or caused in whole or part by the negligence of FPL Entities, resulting from or in connection with the performance of this Agreement by either party hereto

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed to be effective as of the day and year written above.

APPLICANT:

FPL:

SIGNED Marianne Marshall

SIGNED Robert Haddock

NAME Marianne Marshall

NAME ROBERT HADDOCK


TITLE Chairman

TITLE DESIGNER

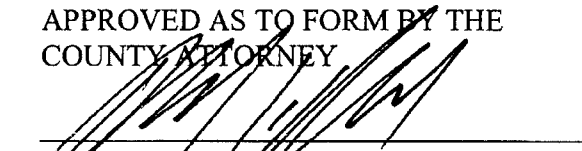
OWNER:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL, CHAIRMAN

ATTEST:


J.M. "CHIP" OXLEY, JR.
ITS: EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
COUNTY ATTORNEY


MICHAEL S. MELIN, ESQUIRE