



**UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT**

This Agreement, made this 12<sup>th</sup> 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 under a dedicated roadbed described as follows: 24100 WILLIAM BURGESS RD. ROADS WITHIN NASSAU COUNTY JUDICIAL COMPLEX  
Project Name NASSAU COUNTY JUDICIAL COMPLEX, NASSAU COUNTY JAIL Phase NASSAU COUNTY JAIL.

**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 and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,
- b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,
- c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and
- d) provide survey control points for FPL to stake the road/pavement crossing.

**2. FPL shall:**

- a) provide instructions and specifications for the installation of FPL-provided conduit,
- b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,
- c) provide staking for the Customer at the specified road/pavement crossing,
- d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and
- e) apply a credit in the amount of \$ \$4,039.00 in the event that the Customer has made or has agreed to make a contribution in aid of construction for other 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). \$4,039.00 CREDIT IS FOR INSTALLATION OF ALL CONDUIT IN PHASE 1. ALONG WITH ROAD CROSSINGS FOR FUTURE USE.

3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

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

APPLICANT:  
 SIGNED Marianne Marshall  
 NAME Marianne Marshall  
 TITLE Chairman

FPL:  
 SIGNED Robert E Haddock 12-13-00  
 NAME ROBERT HADDOCK  
 TITLE DESIGNER

OWNER:  
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



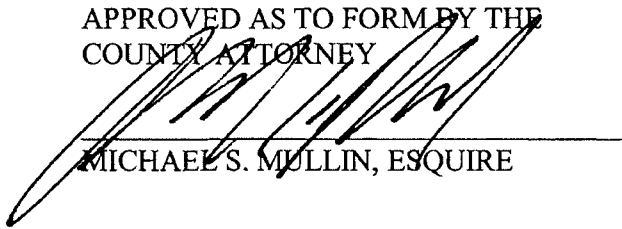
MARIANNE MARSHALL, CHAIRMAN

ATTEST:



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

APPROVED AS TO FORM BY THE  
COUNTY ATTORNEY



MICHAEL S. MULLIN, ESQUIRE