

**UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

This Agreement, made this 12th day of Feb., 2006, 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).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as NASSAU COUNTY JUDICIAL COMPLEX, NASSAU COUNTY JAIL, 24100 WILLIAM BURGESS RD located in YULEE/ NASSAU COUNTY, Florida.

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 pay FPL a Contribution in Aid of Construction of \$4,039.00 (the Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is broken down as follows 277/480V 3 PHASE TO NASSAU COUNTY JAIL & 277/480V TO SEWER LIFT STATION, \$4,039.00 PER TARIFF 13.2.12.A.6 & 13.2.12.E.3 FOR SERVICE TO SEWER LIFT STATION ALONG WITH 400 ADDITIONAL FEET OF PRIMARY CABLE TO REACH LOCATION OF SEWER LIFT STATION,
2. That a credit of \$4,039.00 shall be provided to the Customer for trenching, backfilling and the installation of Company provided conduit, if applicable, and approved by FPL. \$4,039.00 CREDIT IS FOR INSTALLING APPROXIMATELY 1570 FEET OF TRENCH AND INSTALLING 2020 FEET OF 5" FPL PROVIDED PVC IN PHASE 1. THIS IS FOR SERVICE TO JAIL COMPLEX, SEWER LIFT STATION, AND 800 FEET 5" PVC & 1 - 48" HANDHOLE FROM ENTRANCE INTO PROJECT ALONG NORTH SIDE OF ENTRANCE ROAD TO PROVIDE SERVICE TO PHASE 2. COPY OF MASTER PLAN ATTACHED SHOWING LOCATION.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service secondary, and primary conductors installed by FPL are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed by FPL as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordination's required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, at no cost to FPL, prior to FPL's trenching, installation and/or construction of its facilities. FPL may require mortgage subordination's when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordination's to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordination's will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
- Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - A construction schedule,
 - An estimate of when electric service will be required, and Copies of the customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor
 - Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
- Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - Provide applicable trenching, backfilling and installation of Company provided conduit in accordance with FPL specifications.
9. FPL shall:
- Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Robert Haddock 12/13/00
 For FPL (Date)
ROBERT HADDOCK
 (Print Name)

Accepted:

Maraine Marshall 2/12/01
 Customer (Date)
Brenda Kinnille 2/12/01
 Witness (Date)


 Witness (Date)

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