



TRANSFORMER PAD LOCATION AND SPECIFICATION

PROJECT: Emergency Control Operation Bldg. (EOC)
ADDRESS: V/O Veterans Way

DATE: February 4, 2009
FPL WR # 3299339

CUSTOMER AGREES TO:

Provide recorded easement for all FPL facilities on Customer's property. FPL will not start construction until these easements are cleared by the customer of all conflicts preventing construction. Should paving, grass, landscaping or sprinkler systems be installed prior to construction of the underground distribution facilities, the customer will bear the cost of restoring same to their original condition.

Provide location and depth information for all underground facilities and fill or cut to within 6 inches of final grade within the easement. (See attached referenced prints.)

Notify FPL representative two weeks in advance of paving schedule so that FPL can install ducts if required.

Make arrangements for location of FPL pads as shown on location sketch. Provide and install secondary service to padmount transformer. Use a maximum of 8 cables per leg. (See pad detail for entrance space availability for customer service cable) Terminate conduits 3 inches above final grade and provide 7 feet of cable per leg beyond the conduit ends for connection to transformer terminals.

Compact and level 3 inches below final grade an area sufficient for the concrete pad. Provide clear space of 8 feet at the front and 4 feet at sides and rear of the transformer pad to allow for a safe working area.

Keep area above transformer pad clear to allow setting transformer with a crane. If current transformers are required, which does not apply, provide and install 1 1/2 inch rigid conduit from CT's to meter location. Maximum horizontal distance from pad to meter is 10 feet.

Provide a clear space 36 inches in front of meters. If built up meter centers are to be used, provide FPL representative with shop drawings of centers and layout sketch of meter room for FPL approval prior to purchase

FPL AGREES TO:

Provide and install pad and padmount transformer.

Provide and install primary ducts and/or cable from FPL facilities to the padmounted transformer.

Provide and install ground rods at the transformer.

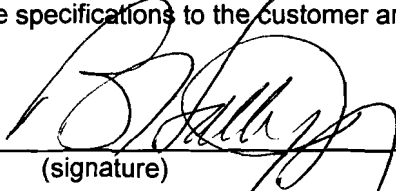
Connect customer's service cables to FPL facilities in transformer compartment.

Provide meter wiring when current transformers are required.

Provide 120/240 volt Single Phase service.

REPRESENTING CUSTOMER:

I hereby certify that I am authorized to accept these specifications on behalf of the customer and that I have delivered a copy of these specifications to the customer and all affected contractors.

NAME: 
(signature)

DATE: 2-18-09

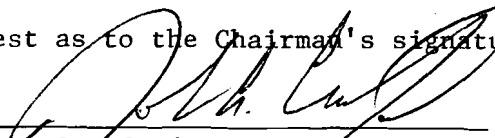
NAME: Barry V. Holloway
(print or type)

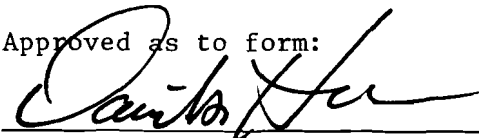
TITLE: Chairman, Nassau County Board of County Commissioners

TELEPHONE #: _____

Attest as to the Chairman's signature:

Approved as to form:






John A. Crawford, Ex-Officio Clerk

David A. Hallman, County Attorney

REPRESENTING FPL

I hereby certify that I am authorized to accept these specifications on behalf of Florida Power and Light Company.

NAME: 

DATE: 2/10/09

Witness _____ (Date) _____

Witness _____ (Date) _____



UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

This Agreement, made this 10th day of February, 2007, 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: Veterans Way / Nicholas Cutinha Rd.

Project Name Emergency Operations Control Building (EOC)

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 \$ \$100.00 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).

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 _____

NAME Barry V. Holloway
Chairman, Nassau County Board

TITLE of County Commissioners
Attest as to Chairman's signature:

John A. Crawford, Ex-Officio Clerk

FPL:
SIGNED _____

NAME Ryan A. Toaster

TITLE Engineer II
Approved as to form:

David A. Hallman, County Attorney



Date 2/10/09

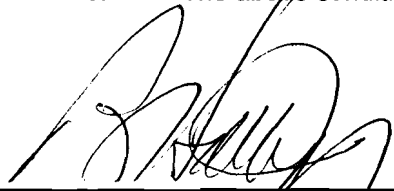
Florida Power & Light Company
700 Universe Blvd
Juno Beach, FL 33408

Re: Installation of Underground Electric Distribution Facilities
Project: Emergency Operations Control Building (EOC)
Florida Power & Light Company Work Request # 3299339

To Whom It May Concern:

This is to notify you that the site at the aforementioned project is ready for the installation of your underground electric distribution facilities:

1. The underground cable route has been cleared of trees, stumps and other obstructions.
2. The cable route has been filled or cut to within 6" of final grade.
3. Grade stakes have been set along the cable route marked to indicate final grade.
4. Lot lines and corners have been staked as you requested for reference to locate the cable route.
5. Any grade or reference stakes found missing will be replaced by our surveyors at your request.
6. All flooded areas have been drained.
7. All underground facilities have been staked within 2 feet of their location along the cable route. Stakes are marked with depth, size and type of facility.
8. The above conditions will be maintained throughout construction of FPL facilities.



Signed for Owner/Developer
Barry V. Holloway, Chairman
Nassau County Board of County Commissioners



UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 4th day of February, 2009, 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 Emergency Operations Control (EOC) Building 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 \$12,056.45 (the total 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 more particularly described on Exhibit A attached hereto.
2. That a credit of \$3,650.62 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit A, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$8405.83.
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 120/208 volt, Three phase 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 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 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 subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations 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 subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations 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:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer 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:
 - a) 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.
 - b) 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.
 - c) 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.
 - d) Provide sufficient and timely advance notice (30 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.
 - e) 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.
 - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. 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.
 - g) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

- 9. FPL shall:
 - a) 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.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - c) 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.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

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:

Quant Tost 2/18/09
 For FPL (Date)
 Attest as to Chairman's signature:

John A. Crawford, Ex-officio Clerk

Approved as to form:

David A. Hallman, County Attorney

Accepted:

[Signature]
 Customer Barry V. Holloway, Chairman
 Nassau County Board of County Commissioners

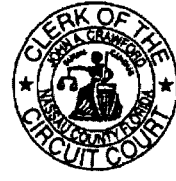
Witness

(Date)

Arnell A. [Signature] 2/18/09



JOHN A. CRAWFORD
Clerk of the Circuit Court / Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Nassau County



February 26, 2009

Ryan A. Toaston, Engineer II
Florida Power and Light
56905 Griffin Road
Callahan, FL 32011

RE: Emergency Operations Center
Construction Project

Dear Mr. Toaston:

During a regular session of the Nassau County Board of County Commissioners held February 18, 2009, the Board approved and authorized the Chairman to sign the referenced agreements. I have enclosed a certified copy of the executed documents for your records.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

Enclosure