

**CITY/COUNTY RIGHT-OF-WAY
AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 4787756)**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 20____ by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, (“**Local Government**”), a Florida municipal corporation or county with an address of 2401 S.E. Monterey Road, Stuart, FL 34996 and Florida Power & Light Company (“**FPL**”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “**Conversion**”):
____ Along S.E. Bridge Rd. from S.E. Hercules Ave. to S.E. Dixie Hwy. & S.E. Lars Ave. from S.E. Anstis Pl. to S.E. Mars St. WR # 4787757 (collectively, the “**Existing Overhead Facilities**”) to underground facilities, including transformers, switch cabinets and other appurtenant facilities some of which may be installed above ground (collectively, the “**Underground Facilities**”, WR # 4787756) and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (“**Local Government ROW**”) and/or certain road rights-of-way owned by or under the jurisdiction of other agencies (“**Other ROW**”). Local Government ROW and Other ROW may be referred to collectively as “**ROW**”; and

WHEREAS, the Local Government has agreed to pay FPL the cost of such Conversion as required by FPL’s electric tariff and Section 25-6.115 of the Florida Administrative Code and has or will enter into a separate Underground Facilities Conversion Agreement with FPL; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL’s electric tariff and Section 25-6.115 of the Florida Administrative Code, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

**2. Conditions Precedent to Placement of Underground Facilities in
ROW**

- (a) Local Government covenants, represents and warrants that:
 - (i) Local Government has full legal right and authority to enter into this Agreement;
 - (ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;
 - (iii) Local Government hereby authorizes the use of the ROW by FPL for the purposes stated herein.
- (b) All applicable permits for FPL to install, construct, or maintain Underground Facilities in ROW must be issued on a timely basis by the appropriate agency, subject to the timely filing for permits by FPL.
- (c) Local Government agrees to provide, at its expense, a legal description that is acceptable to FPL of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said legal description shall be made part of this Agreement and attached as Exhibit "A".
- (d) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".
- (e) FPL warrants that the design of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards. FPL and Local Government have mutually agreed upon the location of the facilities within the ROW as per the construction drawings. Said construction drawings shall be attached as Exhibit "C" to this agreement, are part of this agreement, and may be amended to reflect changes to location of facilities as required.

3. Relocation and Rearrangement of FPL Facilities. If the Local Government or other agency with control over the Local Government ROW or Other ROW, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Conversion, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW or Other ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. Local Government shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities, whether underground or above ground, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by Local Government or other agency with control over the Local Government

ROW or Other ROW Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW and, to the extent reasonably practicable, in Other ROW.

Local Government shall only be responsible for relocation costs associated with replacement facilities conforming to FPL standards in effect at the time of relocation. Any costs associated with the replacement facilities to provide increased capacity, improved reliability, future use facilities, or other such enhancements over and above the FPL standards in effect at the time of the relocation shall not be the responsibility of Local Government.

Nothing herein shall preclude Local Government from obtaining reimbursement for any and all costs requiring FPL to relocate or rearrange any of its Underground Facilities from that entity which initiated the requirement for the relocation or rearrangement of the facilities, excluding only other agencies which own or have jurisdiction over the ROW.

FPL shall be responsible for any and all costs of removal or relocation when such removal or relocation is initiated by FPL. Additionally, FPL agrees that when any portion of a street is excavated by FPL in the location, relocation or repair of any of its facilities when said location, relocation or repair is initiated by FPL, the portion of the street so excavated shall, within a reasonable time and as early as practical after such excavation, be replaced by FPL at its expense in a condition as good as it was at the time of such excavation.

Any future growth requiring new underground facilities will be addressed consistent with FPL's approved tariffs for new underground installations in place at that time. Facilities installed in the conversion area will always be underground - including any new facilities installed subsequent to the conversion. This is consistent with the intent of FPL's GAF tariff, which is to help support the conversion in large contiguous areas of all distribution facilities to underground service so that there will not be a need for restoration of overhead facilities in those areas following storms. Once a conversion area is identified by an agreement, FPL considers this designated area as underground from that point forward.

4. Abandonment or Sale of Local Government ROW. If the Local Government desires to subsequently abandon or discontinue use of the Local Government ROW, and ownership of the land is transferred to a private party, the Local Government, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the Local Government ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities.** Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Conversion Outside ROW.** In the event that the FPL Underground Facilities are not, for any reason other than the sole error of FPL or its contractors, constructed within the ROW, Local Government shall grant or secure, at Local Government's sole cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the Underground Facilities in these areas, and shall secure subordinations of any mortgages affecting these tracts to the interest of FPL. In the alternative, at the discretion of Local Government, Local Government shall reimburse FPL for all costs incurred to remove said facilities which were constructed outside the ROW and for reinstallation within the ROW. FPL shall be responsible at completion of construction for notifying Local Government in writing of FPL's approval and acceptance of the conversion as being constructed within the ROW. Upon acceptance there shall be no further responsibility on the Local Government for relocations referenced in this paragraph.

8. **Agreement Subject to FPL's Electric Tariff.** 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.

9. **Venue; Waiver of Jury Trial.** This Agreement shall be enforceable in Martin County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Martin County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The Local Government shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

13. **Conflict between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government and FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

Terry Rauth, Martin County Public Works Director
2401 SE Monterey RD
Stuart, FL 34996

With copies to:

As to FPL:

FPL
700 Universe Blvd.
Juno Beach, FL 33408
Attn.: Law Department

IN WITNESS WHEREOF, Florida Power & Light Company and Local Government have executed this Agreement on the date first set forth above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

For FLORIDA POWER & LIGHT COMPANY:

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Exhibit A

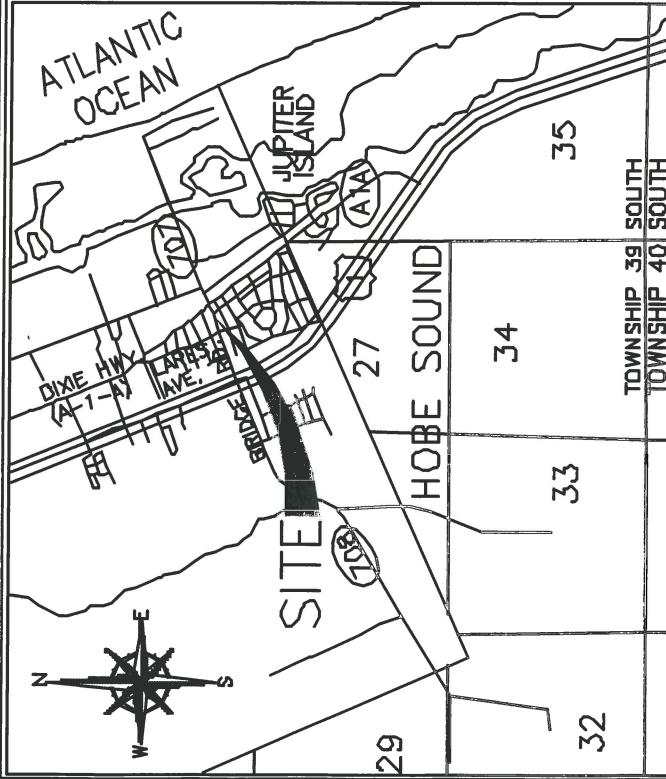
WR # 4787756

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF N68°12'48"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.E. BRIDGE ROAD, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 9.

4. THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback.



<u>ABBREVIATIONS</u>	
AKA	ALSO KNOWN AS
NO.	P.L.S. PROFESSIONAL LAND SURVEYOR
P.B.	P.Q.B. POINT OF BEGINNING
P.G.	P.Q.C. POINT OF COMMENCEMENT
O.R.B.	P.Q.T. POINT OF TERMINUS
	R/W RIGHT OF WAY

SURVEYOR'S CERTIFICATION

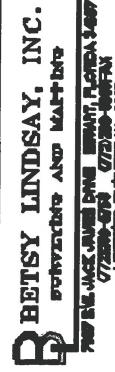
I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JULY 31, 2019, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

BRIDGE ROAD
IMPROVEMENT
PROJECT



DATE	07/31/2019
SCALE/NOT TO SCALE	NOT TO SCALE
SELLER	
DRAWING NO.	472-027
DRAWN BY	
SKETCH AND LEGAL DESCRIPTION	
FLORIDA POWER & LIGHT EASEMENT	

SKETCH NO. 1	DATE
OF 9 SHEETS	
PROPERTY NO.	88-88 H

LEGAL DESCRIPTION

FLORIDA POWER AND LIGHT EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE RIGHT OF WAY OF S.E. BRIDGE ROAD AND S.E. LARES AVENUE, BOTH BEING PUBLIC ROADS, LYING AND BEING IN MARTIN COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 25 OF THE PLAT OF OLYMPIA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 98 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT LYING AND BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID S.E. BRIDGE ROAD; THENCE SOUTH 68°12'48" WEST ALONG THE SOUTHWESTERLY EXTENSION OF SAID SOUTHERLY RIGHT OF WAY LINE, 95.46 FEET; THENCE SOUTH 21°47'12" EAST, 14.40 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF SAID S.E. BRIDGE ROAD PER OFFICIAL RECORDS BOOK 1188, PAGE 1299 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE NORTH 56°43'37" EAST, 97.41 FEET TO AN INTERSECTION WITH A LINE BEING 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID S.E. BRIDGE ROAD PER OFFICIAL RECORDS BOOK 1372, PAGE 1334 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND SAID PLAT OF OLYMPIA PLAT NO. 1; THENCE NORTH 68°12'48" EAST ALONG SAID PARALLEL LINE AND IT'S EASTERLY EXTENSION, 686.51 FEET TO POINT 'A' AND AN INTERSECTION WITH A LINE BEING 13.50' EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF BLOCK 24 PER SAID PLAT OF OLYMPIA PLAT NO. 1 AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.E. LARES STREET, AND 12.67' EASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF S.E. LARES STREET PER OFFICIAL RECORDS BOOK 3069, PAGE 1031 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 21°40'14" EAST ALONG SAID PARALLEL LINE, 10.67 FEET TO AN INTERSECTION WITH A LINE BEING 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID S.E. BRIDGE ROAD PER OFFICIAL RECORDS BOOK 3069, PAGE 1192 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 68°14'32" EAST ALONG SAID PARALLEL LINE AND ITS EASTERLY EXTENSION, 315.73 FEET; THENCE NORTH 21°40'14" WEST, 10.67 FEET TO AN INTERSECTION WITH A LINE BEING 20.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID S.E. BRIDGE ROAD PER OFFICIAL RECORDS BOOK 980, PAGE 578 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 68°12'48" EAST ALONG SAID PARALLEL LINE AND ITS EASTERLY EXTENSION, 426.63 FEET TO AN INTERSECTION WITH A LINE BEING 5.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF S.E. SIXIE HIGHWAY PER SAID PLAT OF OLYMPIA PLAT NO. 1; THENCE SOUTH 39°00'31" EAST ALONG SAID PARALLEL LINE, 41.85 FEET TO THE POINT OF TERMINUS NO. 1.

TOGETHER WITH:

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE RIGHT OF WAY OF S.E. BRIDGE ROAD AND S.E. LARES AVENUE, BOTH BEING PUBLIC ROADS, LYING AND BEING IN MARTIN COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT 'A'; THENCE NORTH 21°40'14" WEST ALONG A LINE BEING 12.67' EASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.E. LARES STREET PER OFFICIAL RECORDS BOOK 3069, PAGE 1031 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, 291.50 FEET TO AN INTERSECTION WITH A LINE BEING 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF S.E. ANSTIS PLACE PER OFFICIAL RECORDS BOOK 98, PAGE 159 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE BEGINNING OF THE CENTERLINE OF A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE AFOREMENTIONED S.E. LARES AVENUE AND ALSO WITHIN THE RIGHT OF WAY OF S.E. ANSTIS PLACE PER OFFICIAL RECORDS BOOK 98, PAGE 159 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 68°12'48" EAST ALONG SAID PARALLEL LINE, 134.99 FEET TO THE POINT OF TERMINUS NO. 2.

CONTAINING 22,960.6 SQUARE FEET OR 0.53 ACRES, MORE OR LESS.
BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

SECTION NO.	2	DATE	REVISION NO.
OR 6 EASEMENTS			

PROJECT NO.	BRIDGE ROAD IMPROVEMENT PROJECT
BB-BB 11	MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DRAWN BY	6/23/2014
SCALE NOT TO SCALE	
SWORN TO	
DRAWING BY	BB-BB 11
CREATED BY	

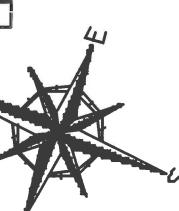
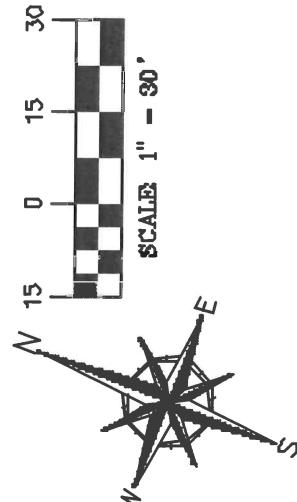
RECEIVED BY	BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS	
7001 JACK HARRIS DRIVE MARTIN, FLORIDA 34165 772-242-5500 772-242-5501 LICENSED SURVEYORS NO. 1002	

MATCH LINE
SHEET 4

LOT 87 OF GOMEZ GRANT
& JUPITER ISLAND
PLAT BOOK 1, PAGE 80
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID #
3L-33-42-029-025-05000-0

15' R/W
(O.R.B. 1212,
PG. 374)

8.5' R/W
(O.R.B. 1372,
PG. 1331)



S.E. BRIDGE ROAD
(PUBLIC)
(2ND ST. PER PLAT S&E 12' 48" W
BOOK 1, PAGE 80)
95.46'

S21°47'12"E
14.40'
S'LY RIGHT
OF WAY LINE
PARCEL ID #
3L-33-42-029-025-05000-0

8.5' R/W
(O.R.B. 1372, PG. 1334)
15' R/W
(O.R.B. 1188, PG. 1299)

LOT 86 OF GOMEZ GRANT
& JUPITER ISLAND
PLAT BOOK 1, PAGE 80
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA
VACANT
WOODED PINE SCRUB COMMUNITY

PARCEL ID #
3L-33-42-029-025-05000-0

N68°12'48"E
686.51'
17+00
P.O.C.
N.W. CORNER
OF BLOCK 25
PARCEL ID #
584

BLOCK 25
OLYMPIA PLAT NO. 1
PLAT BOOK 9, PAGE 68

PALM BEACH (NOW MARTIN) COUNTY

25' R/W
P.B. 9,
PG. 68
N'LY LINE BLOCK 25/
SLY RIGHT OF WAY LINE
(REFERENCE BEARING)
BLOCK 25
OLYMPIA PLAT NO. 1
PLAT BOOK 9, PAGE 68
PALM BEACH (NOW MARTIN) COUNTY
PARCEL ID #
3L-33-42-029-025-05000-0

CENTER LINE
OF 10' FPL
EASEMENT
N68°12'48"E
686.51'
17+00
33'
P.B.
PG.
16.5'
16+00
15+57.31
15+00
B.5' R/W
(O.R.B. 1372,
PG. 1334)
HERCULES AVE
P.O.C.
N.W. CORNER
OF BLOCK 25
PARCEL ID #
585
PALM BEACH (NOW MARTIN) COUNTY
PARCEL ID #
3L-33-42-029-025-05000-0

SHET NO.	3
OF 9 SHEETS	
PROJECT NO.	9B-EB H

DATE	12/31/2011
SCALE	1" = 5'
FIELD NO.	
DRAWING NO.	
DRAWING NO.	

BRIDGE ROAD IMPROVEMENT PROJECT
MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION

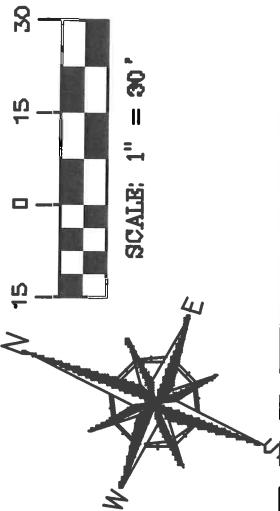
DATE	12/31/2011
SCALE	1" = 5'
FIELD NO.	
DRAWING NO.	
DRAWING NO.	

BETSY LINDSAY, INC.
Surveyors And Map Makers
1000 W. JACK DANIEL DR., MARTIN, FLORIDA 32355
OFFICE: 772-385-4000 FAX: 772-385-4007
LICENSED BUNDLES NO. 102

MATCH LINE
SHEET 5

LOT 87 OF GOMEZ GRANT
& JUPITER ISLAND
PLAT BOOK 1, PAGE 80
PALM BEACH (NOW MARTIN)
COUNTY, FLORIDA
PARCEL ID #
34-33-42-029-025-05700-6
15' R/W
(O.R.B. 1212,
PG. 374)

8.5' R/W
(O.R.B. 1372,
PG. 1331)



MATCH LINE
SHEET 3

S.E. BRIDGE ROAD (PUBLIC)

18+00
(2ND ST. PER PLAT BOOK 1, PAGE 80)

20'
N68°12'48"E
19+00 68E. 51'
33' R/W
P.B. 1.
PG. 80
16.5' 16.5'

CENTER LINE OF
10' FPL EASEMENT

5'

NLY LINE BLOCK 25/
S'L Y RIGHT OF WAY LINE
N68°12'48"E
(REFERENCE
BEARING)

BLOCK 25
OLYMPA PLAT NO. 1
PLAT BOOK 9, PAGE 6B,
PALM BEACH (NOW MARTIN) COUNTY
57B
PARCEL ID #

34-33-42-029-025-05700-6

579
PARCEL ID #

34-33-42-029-025-05700-6

25' R/W
P.B. 9,
PG. 68

25' (E. 1/2
LOT 580)
PARCEL ID #

34-33-42-029-025-05700-6
025-05700-6
34-33-42-029-025-05700-6

581
PARCEL ID #

34-33-42-029-025-05700-6
033-00020-6
34-33-42-029-025-05700-6

PARCEL ID #
34-33-42-029-025-05000-0

PARCEL ID #
34-33-42-029-025-05700-6

5' R/W
(O.R.B. 1372,
PG. 1334)

5'
NLY LINE BLOCK 25/
S'L Y RIGHT OF WAY LINE
N68°12'48"E
(REFERENCE
BEARING)

BLOCK 25
OLYMPA PLAT NO. 1
PLAT BOOK 9, PAGE 6B,
PALM BEACH (NOW MARTIN) COUNTY
57B
PARCEL ID #

34-33-42-029-025-05700-6
025-05700-6
34-33-42-029-025-05700-6

579
PARCEL ID #

34-33-42-029-025-05700-6
025-05700-6
34-33-42-029-025-05700-6

581
PARCEL ID #

34-33-42-029-025-05700-6
033-00020-6
34-33-42-029-025-05700-6

582
PARCEL ID #

34-33-42-029-025-05700-6
033-00020-6
34-33-42-029-025-05700-6

583
PARCEL ID #

34-33-42-029-025-05000-0

34-33-42-029-025-05000-0

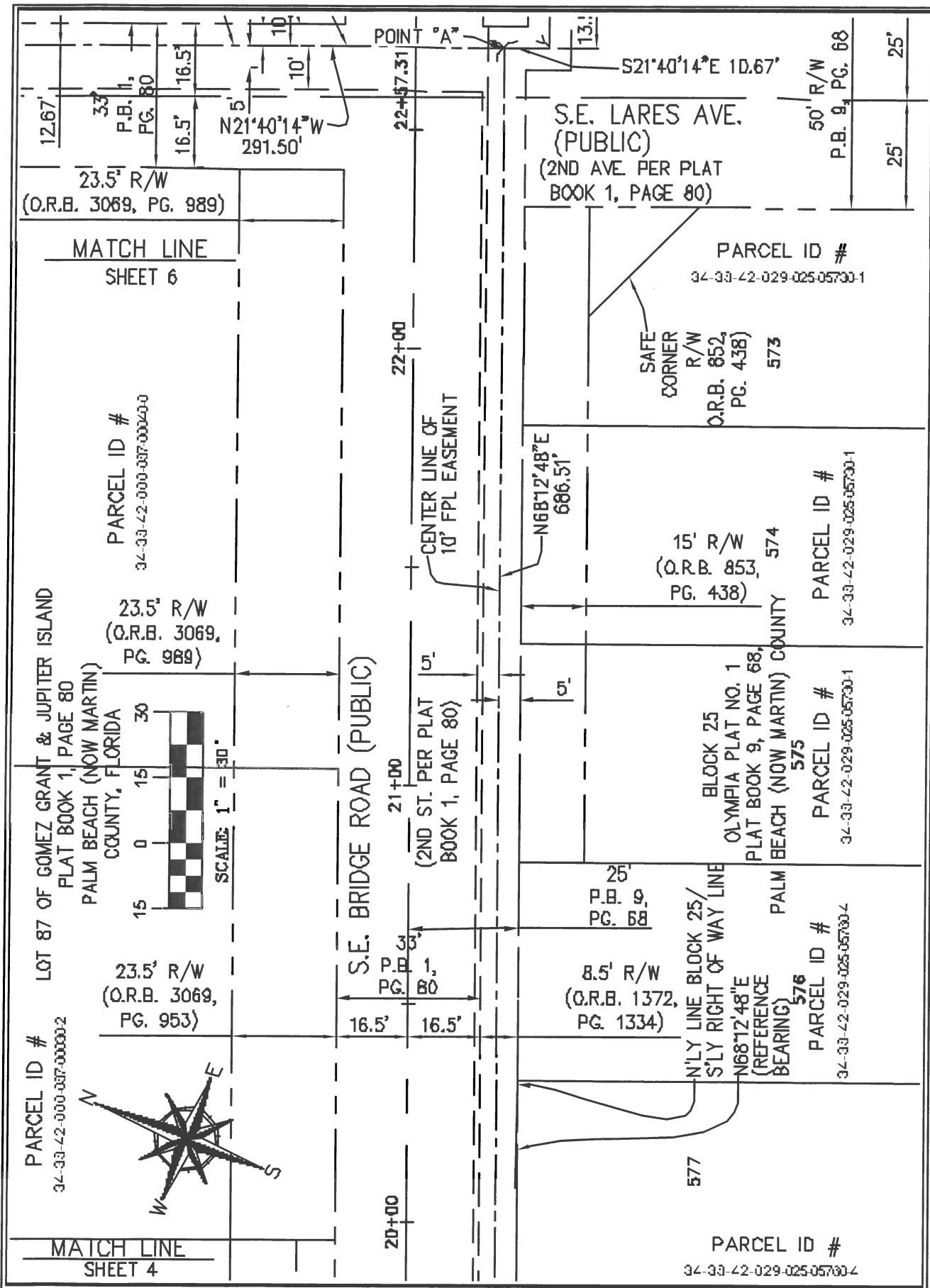
SKETCH NO. 4
OF 6 SHEETS
PROJECT NO.
98-88 H

DATE 02/23/2011
SCALE 1" - 30'
FIELD SK.
DRAWING BY DA
CHECKED BY EAL

BRIDGE ROAD IMPROVEMENT PROJECT
MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 02/23/2011
SCALE 1" - 30'
FIELD SK.
DRAWING BY DA
CHECKED BY EAL

BETSY LINDSAY, INC.
Surveyors And Platters
P.O. BOX 1400 DUNEDIN, FLORIDA 34697
OFFICES: DUNEDIN, FLORIDA 34697
TAMPA, FLORIDA 33607
LICENSED BUSINESS NO. 002



PROJECT NO.	H-88-000
STRUCTURE NO.	5
OR G ADDRESS	100 BROADWAY
DATE	1-15-1970

**BRIDGE ROAD IMPROVEMENT PROJECT
MARTIN COUNTY, FLORIDA**

**SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT**

BETSY LINDSAY, INC.
ENTERTAINERS AND MANAGEMENT
THEATRE • FILM • TELEVISION • MUSIC

DATE 07/31/2011
SCALE 1" = .33'
FIELD MR.
DRAWING BY AB
CHECKED BY EAL

PARCEL ID#
34-2842-000-C-04401C-2

PARCEL ID #

34-38-42-000-

MATCH LINE
SHEET 8

15' R/W
(O.R.B. 899,
PG. 1097)

3.17' R/W
(D.R.B. 3069,
PG. 1143)

18.17' R/W
(O.R.B. 3069,
PG. 1103)

15.92' R/W
(O.R.B. 3069,
PG. 1103)

18.17' R/W

MATCH LINE
SHEET 6

PARCEL ID #
34-38-42-029-024-05550-1

THE SONGS

H 88-88
NUMBER 104, 1988

**BRIDGE ROAD IMPROVEMENT PROJECT
MARTIN COUNTY, FLORIDA**

**SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT**

BETSY LINDSAY, INC.
PUBLISHER AND MANAGER
New York Journal-American

DATE 07/31/2014
SCALE 1" = 20'
FOLIO 64
DRAWING BY AB
CHECKED BY AB

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASMENT

PARCEL ID #
34-33-42-000-073-00090-3

PARCEL ID #
34-33-42-000-07300100

**MATCH LINE
SHEET 7**

BRKT NO. 9	OF 9	SHTR
		PRODUCT NO.
		35-552 M

**SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT**

RHETSY LINDSAY, INC.
DISTRIBUTERS AND MARKETERS
TOP FLICK JACK JUICE BOTTLE MINT LIQUOR
TOP FLICK JACK JUICE BOTTLE MINT LIQUOR

Exhibit B

WR # 4787756

Currently, there is no existing underground equipment within the road right-of-way.

Exhibit C

WR # 4787756

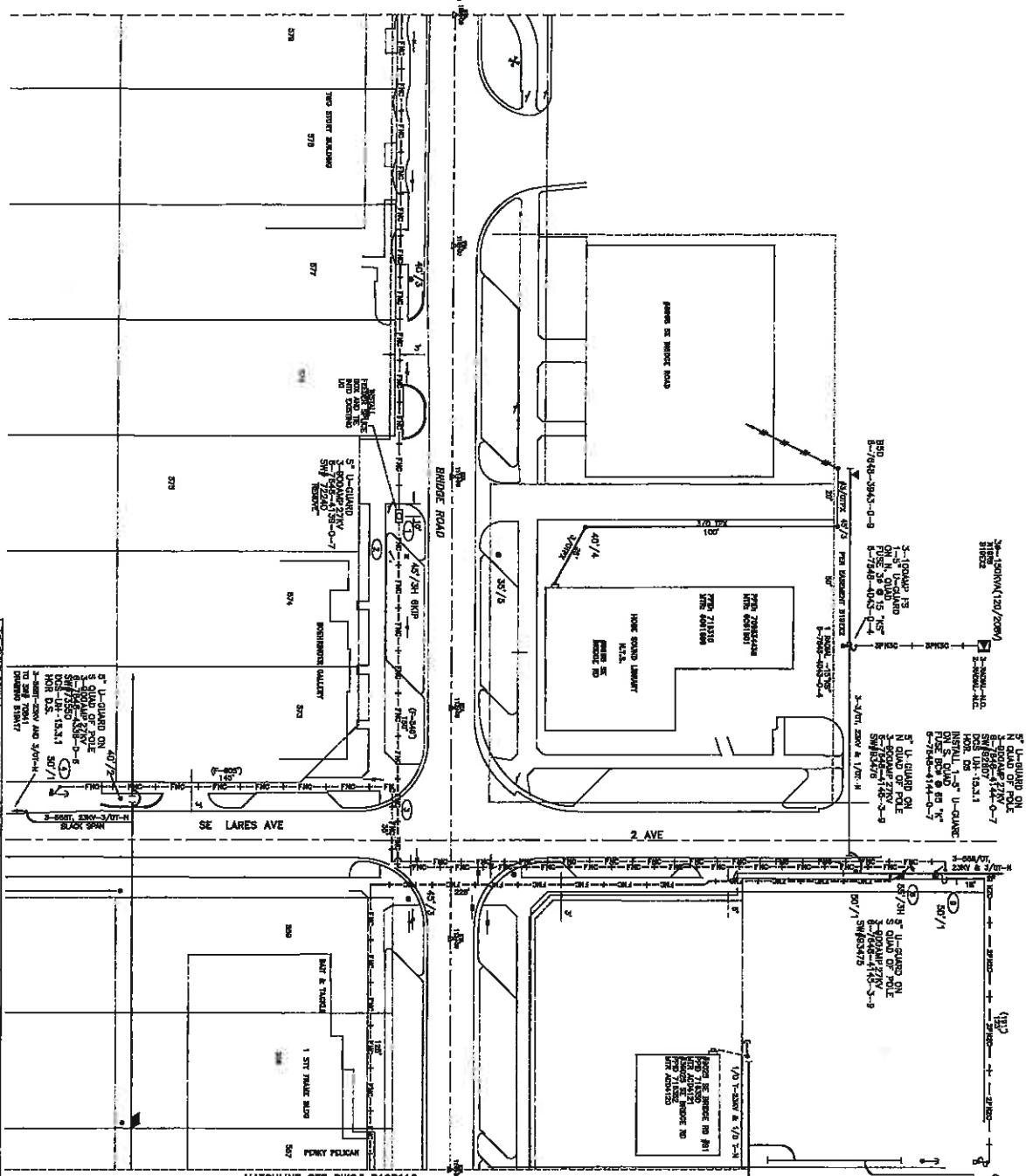
PLOT TIME: 11:02:02 AM CAD NAME: FER

MATCHLINE SEE DWG# B19R113

SECTION NOTES - NO. 47770

SECTION	SECTION NUMBER	SECTION LENGTH
1	1	10'-0"
2	2	15'-0"
3	3	10'-0"
4	4	15'-0"
5	5	10'-0"
6	6	15'-0"
7	7	10'-0"
8	8	15'-0"
9	9	10'-0"
10	10	15'-0"
11	11	10'-0"
12	12	15'-0"
13	13	10'-0"
14	14	15'-0"
15	15	10'-0"
16	16	15'-0"
17	17	10'-0"
18	18	15'-0"
19	19	10'-0"
20	20	15'-0"
21	21	10'-0"
22	22	15'-0"
23	23	10'-0"
24	24	15'-0"
25	25	10'-0"
26	26	15'-0"
27	27	10'-0"
28	28	15'-0"
29	29	10'-0"
30	30	15'-0"
31	31	10'-0"
32	32	15'-0"
33	33	10'-0"
34	34	15'-0"
35	35	10'-0"
36	36	15'-0"
37	37	10'-0"
38	38	15'-0"
39	39	10'-0"
40	40	15'-0"
41	41	10'-0"
42	42	15'-0"
43	43	10'-0"
44	44	15'-0"
45	45	10'-0"
46	46	15'-0"
47	47	10'-0"
48	48	15'-0"
49	49	10'-0"
50	50	15'-0"
51	51	10'-0"
52	52	15'-0"
53	53	10'-0"
54	54	15'-0"
55	55	10'-0"
56	56	15'-0"
57	57	10'-0"
58	58	15'-0"
59	59	10'-0"
60	60	15'-0"
61	61	10'-0"
62	62	15'-0"
63	63	10'-0"
64	64	15'-0"
65	65	10'-0"
66	66	15'-0"
67	67	10'-0"
68	68	15'-0"
69	69	10'-0"
70	70	15'-0"
71	71	10'-0"
72	72	15'-0"
73	73	10'-0"
74	74	15'-0"
75	75	10'-0"
76	76	15'-0"
77	77	10'-0"
78	78	15'-0"
79	79	10'-0"
80	80	15'-0"
81	81	10'-0"
82	82	15'-0"
83	83	10'-0"
84	84	15'-0"
85	85	10'-0"
86	86	15'-0"
87	87	10'-0"
88	88	15'-0"
89	89	10'-0"
90	90	15'-0"
91	91	10'-0"
92	92	15'-0"
93	93	10'-0"
94	94	15'-0"
95	95	10'-0"
96	96	15'-0"
97	97	10'-0"
98	98	15'-0"
99	99	10'-0"
100	100	15'-0"
101	101	10'-0"
102	102	15'-0"
103	103	10'-0"
104	104	15'-0"
105	105	10'-0"
106	106	15'-0"
107	107	10'-0"
108	108	15'-0"
109	109	10'-0"
110	110	15'-0"
111	111	10'-0"
112	112	15'-0"
113	113	10'-0"
114	114	15'-0"
115	115	10'-0"
116	116	15'-0"
117	117	10'-0"
118	118	15'-0"
119	119	10'-0"
120	120	15'-0"
121	121	10'-0"
122	122	15'-0"
123	123	10'-0"
124	124	15'-0"
125	125	10'-0"
126	126	15'-0"
127	127	10'-0"
128	128	15'-0"
129	129	10'-0"
130	130	15'-0"
131	131	10'-0"
132	132	15'-0"
133	133	10'-0"
134	134	15'-0"
135	135	10'-0"
136	136	15'-0"
137	137	10'-0"
138	138	15'-0"
139	139	10'-0"
140	140	15'-0"
141	141	10'-0"
142	142	15'-0"
143	143	10'-0"
144	144	15'-0"
145	145	10'-0"
146	146	15'-0"
147	147	10'-0"
148	148	15'-0"
149	149	10'-0"
150	150	15'-0"
151	151	10'-0"
152	152	15'-0"
153	153	10'-0"
154	154	15'-0"
155	155	10'-0"
156	156	15'-0"
157	157	10'-0"
158	158	15'-0"
159	159	10'-0"
160	160	15'-0"
161	161	10'-0"
162	162	15'-0"
163	163	10'-0"
164	164	15'-0"
165	165	10'-0"
166	166	15'-0"
167	167	10'-0"
168	168	15'-0"
169	169	10'-0"
170	170	15'-0"
171	171	10'-0"
172	172	15'-0"
173	173	10'-0"
174	174	15'-0"
175	175	10'-0"
176	176	15'-0"
177	177	10'-0"
178	178	15'-0"
179	179	10'-0"
180	180	15'-0"
181	181	10'-0"
182	182	15'-0"
183	183	10'-0"
184	184	15'-0"
185	185	10'-0"
186	186	15'-0"
187	187	10'-0"
188	188	15'-0"
189	189	10'-0"
190	190	15'-0"
191	191	10'-0"
192	192	15'-0"
193	193	10'-0"
194	194	15'-0"
195	195	10'-0"
196	196	15'-0"
197	197	10'-0"
198	198	15'-0"
199	199	10'-0"
200	200	15'-0"
201	201	10'-0"
202	202	15'-0"
203	203	10'-0"
204	204	15'-0"
205	205	10'-0"
206	206	15'-0"
207	207	10'-0"
208	208	15'-0"
209	209	10'-0"
210	210	15'-0"
211	211	10'-0"
212	212	15'-0"
213	213	10'-0"
214	214	15'-0"
215	215	10'-0"
216	216	15'-0"
217	217	10'-0"
218	218	15'-0"
219	219	10'-0"
220	220	15'-0"
221	221	10'-0"
222	222	15'-0"
223	223	10'-0"
224	224	15'-0"
225	225	10'-0"
226	226	15'-0"
227	227	10'-0"
228	228	15'-0"
229	229	10'-0"
230	230	15'-0"
231	231	10'-0"
232	232	15'-0"
233	233	10'-0"
234	234	15'-0"
235	235	10'-0"
236	236	15'-0"
237	237	10'-0"
238	238	15'-0"
239	239	10'-0"
240	240	15'-0"
241	241	10'-0"
242	242	15'-0"
243	243	10'-0"
244	244	15'-0"
245	245	10'-0"
246	246	15'-0"
247	247	10'-0"
248	248	15'-0"
249	249	10'-0"
250	250	15'-0"
251	251	10'-0"
252	252	15'-0"
253	253	10'-0"
254	254	15'-0"
255	255	10'-0"
256	256	15'-0"
257	257	10'-0"
258	258	15'-0"
259	259	10'-0"
260	260	15'-0"
261	261	10'-0"
262	262	15'-0"
263	263	10'-0"
264	264	15'-0"
265	265	10'-0"
266	266	15'-0"
267	267	10'-0"
268	268	15'-0"
269	269	10'-0"
270	270	15'-0"
271	271	10'-0"
272	272	15'-0"
273	273	10'-0"
274	274	15'-0"
275	275	10'-0"
276	276	15'-0"
277	277	10'-0"
278	278	15'-0"
279	279	10'-0"
280	280	15'-0"
281	281	10'-0"
282	282	15'-0"
283	283	10'-0"
284	284	15'-0"
285	285	10'-0"
286	286	15'-0"
287	287	10'-0"
288	288	15'-0"
289	289	10'-0"
290	290	15'-0"
291	291	10'-0"
292	292	15'-0"
293	293	10'-0"
294	294	15'-0"
295	295	10'-0"
296	296	15'-0"
297	297	10'-0"
298	298	15'-0"
299	299	10'-0"
300	300	15'-0"
301	301	10'-0"
302	302	15'-0"
303	303	10'-0"
304	304	15'-0"
305	305	10'-0"
306	306	15'-0"
307	307	10'-0"
308	308	15'-0"
309	309	10'-0"
310	310	15'-0"
311	311	10'-0"
312	312	15'-0"
313	313	10'-0"
314	314	15'-0"
315	315	10'-0"
316	316	15'-0"
317	317	10'-0"
318	318	15'-0"
319	319	10'-0"
320	320	15'-0"
321	321	10'-0"
322	322	15'-0"
323	323	10'-0"
324	324	15'-0"
325	325	10'-0"
326	326	15'-0"
327	327	10'-0"
328	328	15'-0"
329	329	10'-0"
330	330	15'-0"
331	331	10'-0"
332	332	15'-0"
333	333	10'-0"
334	334	15'-0"
335	335	10'-0"
336	336	15'-0"
337	337	10'-0"
338	338	15'-0"
339	339	10'-0"
340	340	15'-0"
341	341	10'-0"
342	342	15'-0"
343	343	10'-0"
344	344	15'-0"
345	345	10'-0"
346	346	15'-0"
347	347	10'-0"
348	348	15'-0"
349	349	10'-0"
350	350	15'-0"
351	351	10'-0"
352	352	15'-0"
353	353	10'-0"
354	354	15'-0"
355	355	10'-0"
356	356	15'-0"
357	357	10'-0"
358	358	15'-0"
359	359	10'-0"
360	360	15'-0"
361	361	10'-0"
362	362	15'-0"
363	363	10'-0"
364	364	15'-0"
365	365	10'-0"
366	366	15'-0"
367	367	10'-0"
368	368	15'-0"
369	369	10'-0"
370	370	15'-0"
371	371	10'-0"
372	372	15'-0"
373	373	10'-0"
374	374	15'-0"
375	375	10'-0"
376	376	15'-0"
377	377	10'-0"
378	378	15'-0"
379	379	10'-0"
380	380	15'-0"
381	381	10'-0"
382	382	15'-0"
383	383	10'-0"
384	384	15'-0"
385	385	10'-0"
386	386	15'-0"
387	387	10'-0"
388	388	15'-0"
389	389	10'-0"
390	390	15'-0"
391	391	10'-0"
392	392	15'-0"
393	393	10'-0

MATCHLINE SEE DWG# B19R114



ROW AGREEMENT

REFERENCE DWG'S

ROW AGREEMENT
ATTENTION == == ==

RECORDS:

ALL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND PROPERTY OF THE SELLER. IT IS FURNISHED TO THE BUYER FOR INFORMATION PURPOSES ONLY. IT IS NOT TO BE COPIED, REPRODUCED, OR DISCLOSED TO ANY OTHER PERSON, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE SELLER. THE BUYER AGREES THAT IT IS THE PROPERTY OF THE SELLER AND THAT IT IS TO BE RETURNED TO THE SELLER UPON DEMAND. THE BUYER AGREES THAT IT IS THE PROPERTY OF THE SELLER AND THAT IT IS TO BE RETURNED TO THE SELLER UPON DEMAND.

TERMINATION:

THE PURCHASE CONTRACT IS TERMINATED AS OF THE DATE OF THIS AGREEMENT. THE PURCHASE CONTRACT IS TERMINATED AS OF THE DATE OF THIS AGREEMENT.

AMENDMENT:

NO AMENDMENT, EXCEPT AS PROVIDED IN THE PURCHASE CONTRACT, SHALL BE MADE TO THIS AGREEMENT, EXCEPT AS PROVIDED IN THE PURCHASE CONTRACT.

NOTICE:

NOTICE TO THE SELLER OR BUYER SHALL BE IN WRITING AND SHALL BE MAILED OR DELIVERED TO THE ADDRESS STATED ON THE PURCHASE CONTRACT. NOTICE TO THE SELLER OR BUYER SHALL BE IN WRITING AND SHALL BE MAILED OR DELIVERED TO THE ADDRESS STATED ON THE PURCHASE CONTRACT.

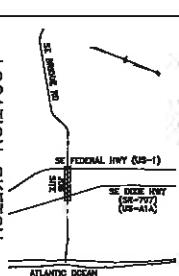
WITNESS:

WITNESS: *[Signature]* Date: *[Signature]* Date:

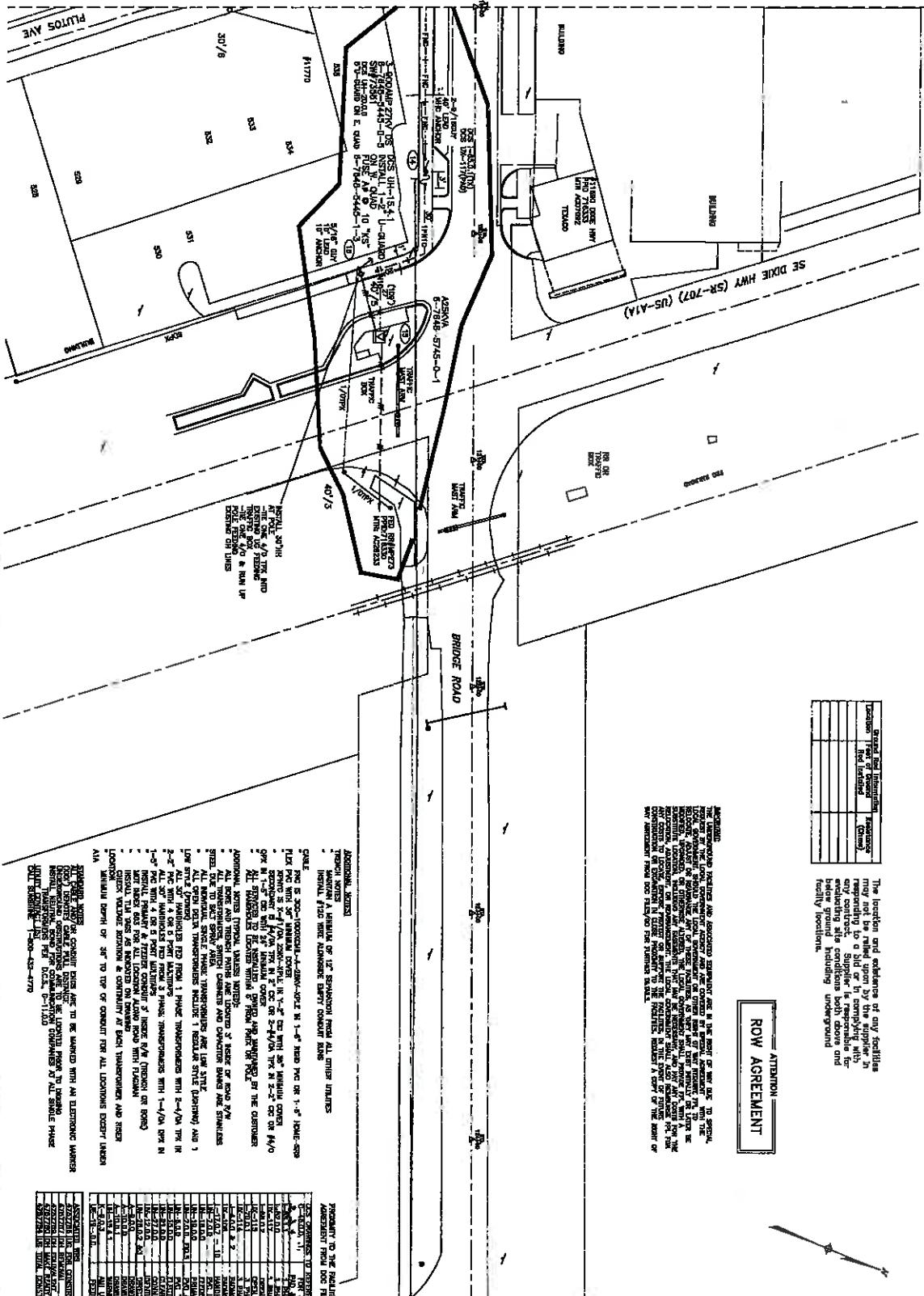
卷之三

Any document which specifies or limits any bid or offer may not be relied upon by the supplier in responding to a bid or in negotiating with any contractor. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

LOCATION SKETCH

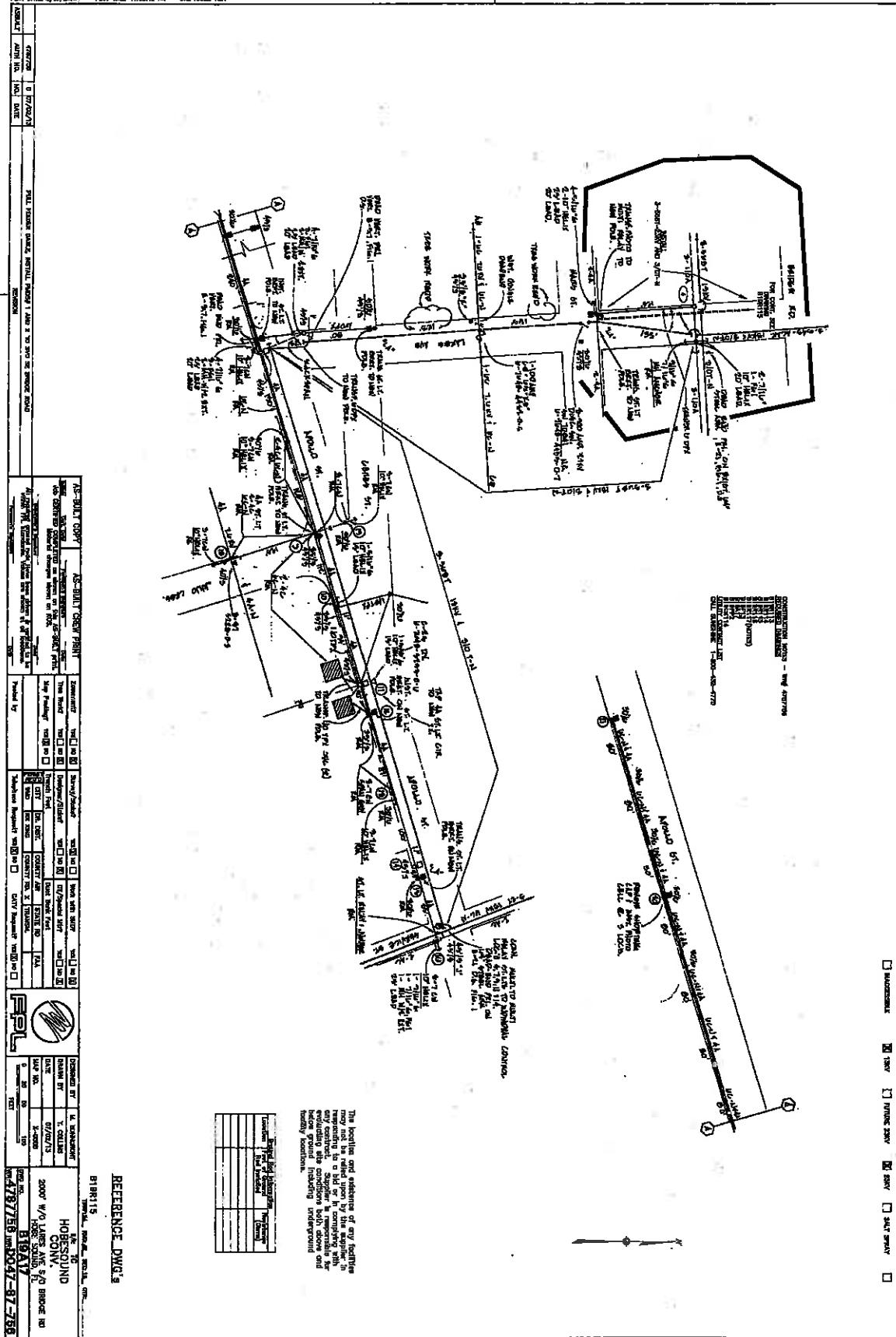


MATCHLINE SEE DWG# B19R116

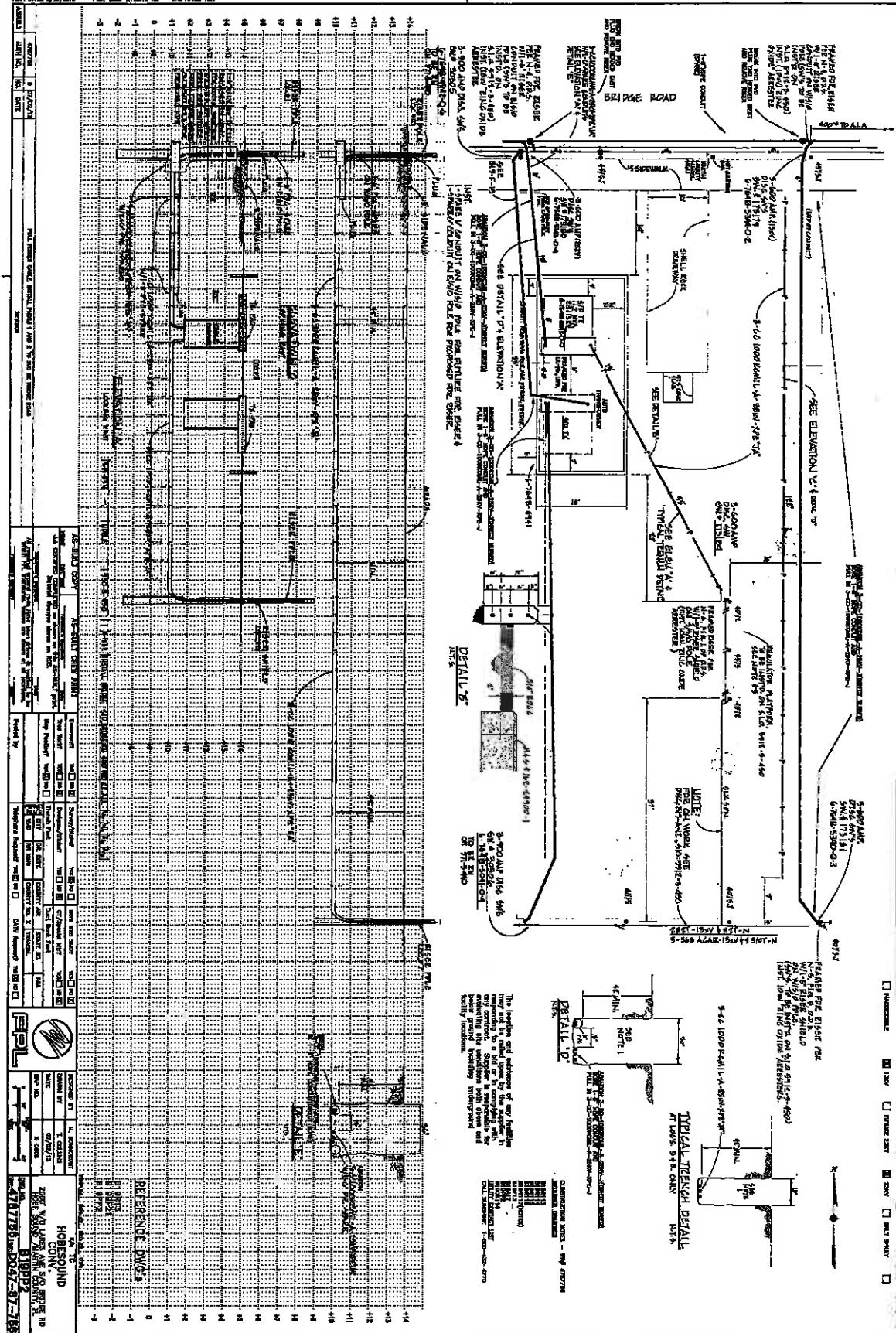


ATTENTION
ROW AGREEMENT

The location and existence of any facilities may not be relied upon by the supplier excepting at contract. Supplier is responsible for erecting all conditions both above and below ground including underground



PLAT DATE: 3/18/2013 PLAT TIME: 11:05:12 AM CAR NUMBER: 100



4787765 1 1/17/2013
4787766 D 1/17/2013

REFERENCE DWG'S

Digitized by srujanika@gmail.com

A location sketch map showing the site's position. The map includes a vertical line labeled "FEDERAL HIGHWAY (US-1)" and a horizontal line labeled "ATLANTIC OCEAN". A point on the highway line is labeled "SITES". An arrow points from the label "SITES" towards the ocean.

ROW AGREEMENT

ONE OF THE BIGGEST
PROBLEMS IN
OUR COUNTRY IS
THE LACK OF
EDUCATION.