

**FIRST ADDENDUM
VILLAGE OF ROYAL PALM BEACH
COUNCIL REGULAR MEETING
VILLAGE MEETING HALL
THURSDAY, JUNE 18, 2020
6:30 P.M.**

CONSENT AGENDA

3. Approval and authorization for the Mayor to enter into a Right of Way Consent Agreement between the Village of Royal Palm Beach and Florida Power & Light Company. (Village Manager)

If a person decides to appeal any decision made by this group with respect to any matter considered at this meeting or hearing, he or she will need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based. The Village of Royal Palm Beach does not provide such a record. In accordance with the provisions of the American With Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting by contacting the Village Clerk's office, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411. 561-790-5100.

Hearing Assistance: If any person wishes to use a ListenAid hearing device, please contact the Village Clerk prior to any meeting held in the Council Chambers.



Agenda Item # C- 3

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

AGENDA ITEM:

APPROVAL AND AUTHORIZATION FOR THE MAYOR TO ENTER INTO A RIGHT OF WAY CONSENT AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM BEACH AND FLORIDA POWER & LIGHT COMPANY.

ISSUE:

The proposed agreement between the Village of Royal Palm Beach and Florida Power & Light would give the Village the right to construct Pedestrian and Bicycle Pathway Lighting (Capital Improvement Project Number EN1901) and Dry Detention Ponds (Capital Improvement Project Number EN1904) under the Florida Power & Light transmission lines. The project extents are from Lamstein Lane to the North end of the Village within the FPL transmission line corridor.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:
Village Manager		6/18/20	

Structure No.: A1W6 – A5W3; 1W6 – 5W3; B56T7 – B59T9A1; A56T7 – A59TT9A1; 56T7 – 59T9A
Sections 14, 23, 26, 35, Township 43 South, Range 41 East

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "**Company**", hereby consents to **THE VILLAGE OF ROYAL PALM BEACH**, a political subdivision of the State of Florida, whose mailing address is 1050 Royal Palm Beach Blvd, Royal Palm Beach, Florida 33411 hereinafter referred to as "**Licensee**", using an area within Company's right-of-way granted by those certain agreements recorded in Official Records Book 28 at Pages 383-384, Official Records Book 369 at Pages 374-375, and Official Records Book 1023 at Pages 676-679, all in the Public Records of Palm Beach County, Florida (collectively, the "**Easements**"). The said area within Company's right-of-way, hereinafter referred to as "**Lands**", is more particularly described on **Exhibit "A"** attached hereto. The use of the Lands by Licensee shall be solely for the purposes of pathway lighting and dry detention ponds as depicted on the plans and specifications submitted by Licensee, attached hereto as **Exhibit "B"**. Any and all other proposed uses on the attached **Exhibit "B"** are not approved.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right, to the extent permitted by the Easements, to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities, equipment, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, and other improvements and Licensee hereby agrees to immediately reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon written notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement. The foregoing indemnification and hold harmless shall not be construed as a waiver of sovereign immunity by the Licensee beyond the limits set forth in Section 768.28, Florida Statutes.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from allowing any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade to exceed fourteen (14) feet above existing grade at all times while on the Lands (except as set forth in Paragraph 6 below and for tools, equipment, or machinery used for maintenance on light poles which may have the capability of extending up to thirty (30) feet in height, but will be prohibited from extending more than twenty (20) feet in height), and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain its facilities in accordance with and at the dimensions identified in the plans and specifications attached hereto as **Exhibit "B"**, and further agrees that it shall not construct any facilities in Company's structure island areas identified in **Exhibit "A"**.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of eighteen (18) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact

that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360 as provided in **Exhibit "C"** prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided in **Exhibit "B"**, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes (other than the use of the existing pedestrian pathway), hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. Subject to the sovereign immunity limitations contained in Paragraph 12, the use of the Lands by Licensee shall be at the sole risk and expense of Licensee. Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons or property resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's negligent, willful or intentional acts or omissions up to and in an amount not to exceed Three Million Dollars (\$3,000,000) per occurrence. Licensee shall reimburse Company through insurance coverage or directly if insurance coverage is not available in whole or in part upon a determination that Licensee's negligent, willful or intentional acts or omissions have resulted in damage to Company's facilities. Nothing herein shall be construed as a waiver of sovereign immunity by Licensee for damage to Company's facilities beyond the limits set forth in this paragraph. Further, nothing herein shall be construed as a waiver of sovereign immunity by Licensee beyond the limits set forth in Section 768.28, Florida Statutes, for any other acts or omissions by Licensee not involving damage to Company's facilities.

12. Each party hereto agrees that it shall be responsible for its own negligent, willful or intentional acts or omissions. Licensee agrees it will exercise its privileges hereunder at its own sole risk and expense and further agrees subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively "**FPL Entities**"), all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise or result from, and/or are in any way caused by, the construction, condition, use, repair and/or maintenance of the Lands by Licensee and/or by Licensee's officers, directors, employees, agents, contractors, subcontractors, vendors, tenants, licensees, grantees, members, invitees, visitors, or other persons or entities; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Nothing contained herein shall be construed as a waiver of sovereign immunity by the Licensee beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement.

This section shall survive revocation, termination and extinguishment of this Agreement coextensively with other surviving provisions of this Agreement.

13. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated in accordance with the terms hereof. Except in the event of a material default by Licensee, if Licensee fails to perform any of its obligations under the terms of this Agreement in a timely manner as set forth herein, and such failure continues for fifteen (15) days after delivery of notice thereof from Company, Company may terminate this Agreement upon ninety (90) days written notice by Company to Licensee. Notwithstanding the foregoing, in the event of a material default by Licensee, Company at its sole option, may immediately terminate this Agreement. For purposes of this Agreement, "material default" shall mean any use of the Land by Licensee which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto, including anything that would interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, operating and maintaining its facilities.

14. The use granted herein as shown on **Exhibit "B"** shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Licenser ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Section 13 herein for failing to comply with the provisions contained herein unless Licenser grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the use to be under construction.

15. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

16. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

17. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

18. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit "B"**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for Licensee's benefit, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit "B"** to the Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

19. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 2020.

Witnesses:

Signature
Print Name: _____

Signature
Print Name: _____

Witnesses:

Signature
Print Name: _____

Signature
Print Name: _____

COMPANY:
FLORIDA POWER & LIGHT COMPANY

By: _____
Its: Corporate Real Estate Manager
Print Name: Samantha J. Saucier

LICENSEE:
**THE VILLAGE OF ROYAL PALM
BEACH**

By: _____
Its: _____
Print Name: _____

(Corporate Seal)

ADDENDUM TO RIGHT OF WAY CONSENT AGREEMENT

1. Insurance.

A. Licensee shall procure and maintain or cause to be procured and maintained during the construction and for the term of this agreement, the following minimum insurance with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide that are licensed to do business in the State of Florida:

Workers' Compensation Insurance for statutory obligations imposed by applicable laws where the Work is to be performed and is performed, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Maritime Coverage and the Jones Act;

Employers' Liability Insurance, including Occupational Disease, shall be provided with a limit of One Million Dollars (\$1,000,000) for bodily injury by accident, with a limit of One Million Dollars (\$1,000,000) for bodily injury by disease/policy and with a limit of One Million Dollars (\$1,000,000) for bodily injury by disease/employee;

Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles of Licensee in an amount with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage per accident; and

General Liability Insurance, written on Insurances Services Office form GC 00 01 1204 (or equivalent) covering liability arising out of premises, operations, bodily injury, property damage, products completed and liability insured under and insured contract (sometimes referred to broad form contractual liability), with minimum limits of Three Million Dollars (\$3,000,000) combined single limit per occurrence, which shall insure the performance of the contractual obligations assumed by Licensee.

Licensee agrees to list Company as an Additional Insured for the above General Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Company, which certificate of insurance shall be maintained on a continuing basis so long as this Agreement remains in effect.

B. Licensee further agrees that any contractor hired by Licensee to construct, remove, alter or replace the improvements identified on **Exhibit "B"** shall maintain the following minimum insurance coverage at all times that said contractor is performing the work:

MINIMUM INSURANCE COVERAGE

Below is shown the MINIMUM acceptable insurance to be carried by any contractor hired by Licensee to perform work relating to the construction, removal, alteration or replacement of Licensee's improvements on the Lands:

I. Commercial General Liability:

(A) Bodily Injury Limit:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

Property Damage Limit:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

(B) or a Combined Single Limit of Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

II. Automobile Liability (Any Auto)

(A) Bodily Injury:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

(B) Property Damage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

III. Workers Compensation

(A) State: Statutory

(B) Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

(C) Employer's Liability: \$ 1,000,000

Any contractor hired by Licensee to perform work relating to the construction, removal or replacement of Licensee's improvements on the Lands shall list Company as an Additional Named Insured for the above Commercial and Automobile Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Company, which certificate of insurance shall be maintained on a continuing basis so long as the work is being performed.

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

C. All policies of insurance required to be maintained by Licensee hereunder shall provide and Licensee shall cause the insurers of Licensee's insurance to include, either in its printed text

or by endorsement: (i) a severability of interests clause; (ii) an endorsement that Licensee's insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of Company; and (iii) a waiver of subrogation against Company in the Automobile Liability Insurance and General Liability Insurance Policies, but not in the Worker's Compensation Insurance and Employers' Liability Insurance Policies.

D. In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of the ROW Consent, or such other date, as to protect the interest of Company. Furthermore, for all policies furnished on a "claims made" basis, Licensee's providing of such coverage shall survive the termination of the Contract and the expiration of any applicable warranty period, until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. If coverage is on "occurrence" basis, Licensee shall maintain such insurance during the entire term of the ROW Consent.

E. Licensee shall promptly provide evidence of the minimum insurance coverage required in the form of an ACORD certificate or other certificate of insurance acceptable to Company. Upon Company's request, Licensee shall provide Company with complete copies of all required insurance policies. If any of the required insurance is cancelled or non-renewed, Licensee shall file a new Certificate of Insurance or binder with Company demonstrating to Company's satisfaction that the required insurance coverages to be maintained hereunder have been extended or replaced. Neither Licensee's failure to provide evidence of minimum coverage of insurance following Company's request, nor Company's decision to not make such request, shall release Licensee from its obligation to maintain the minimum coverage provided for in this Section.

F. Licensee shall be responsible for managing and administering all insurance policies required to be held by Licensee hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee shall fail to perform these responsibilities, Company may take such action as it determines appropriate under the circumstances. In the event Licensee collects proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

Exhibit "A"
Lands

East 380 feet Sections 14, 23, 26, 35 Township 43 South, Range 41 East, Palm Beach County.

Exhibit "B"
Plans and Specifications

See attached

THE VILLAGE OF ROYAL PALM BEACH

FPL CONSENT AGREEMENT 2019

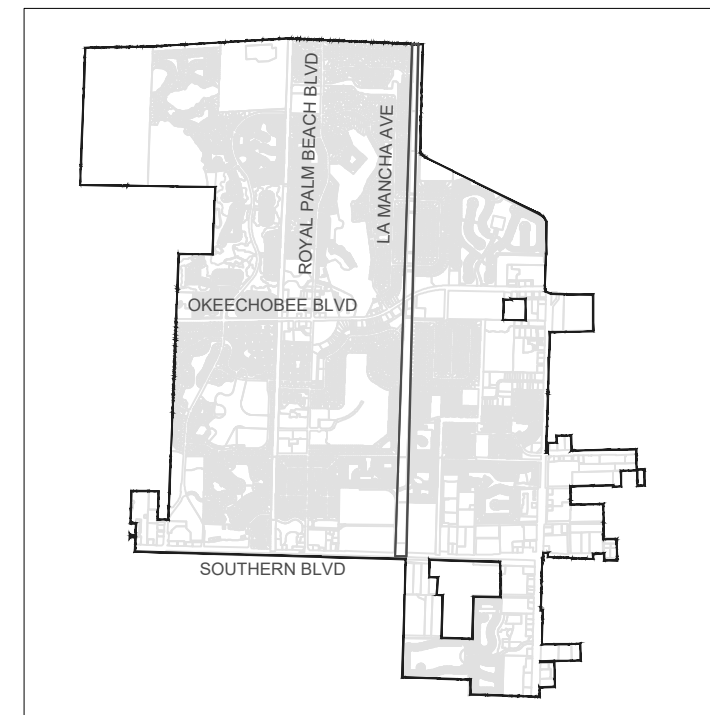
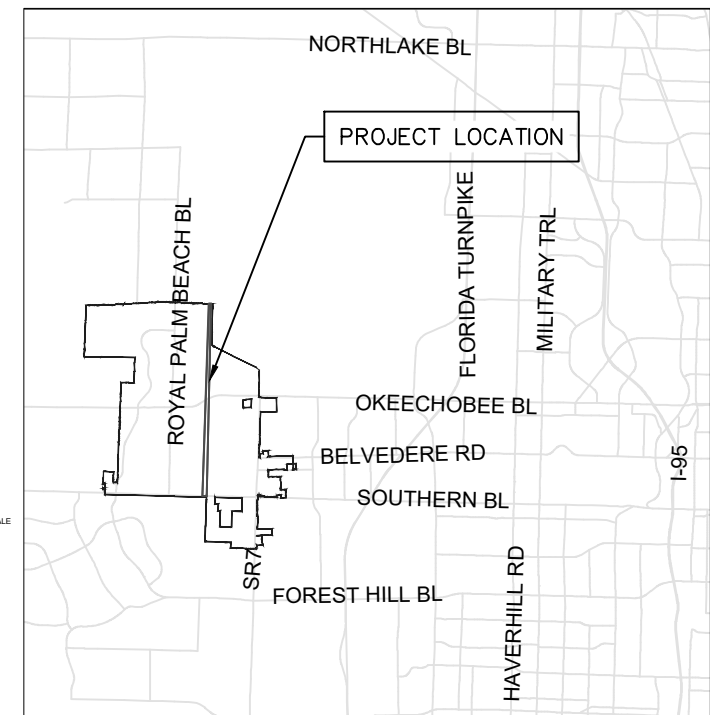
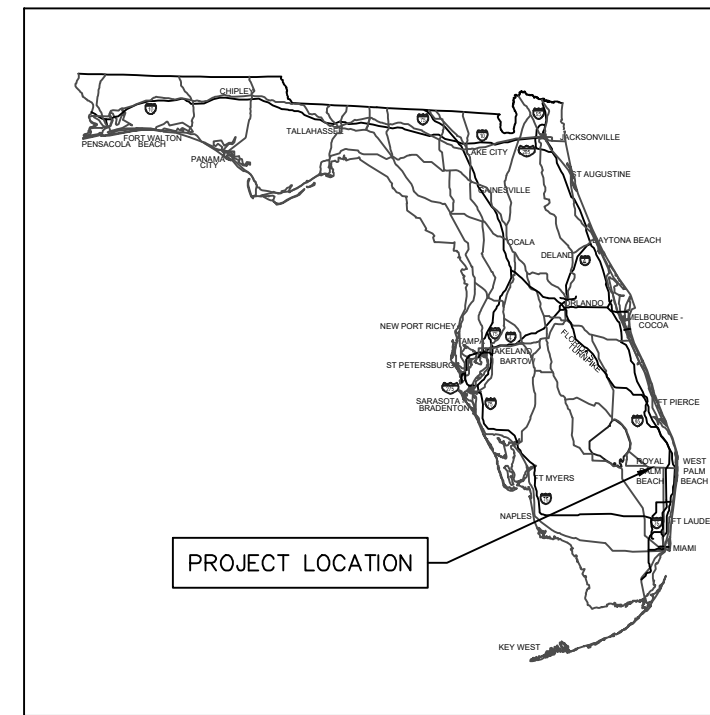
EN1901, EN1904

Sheet List Table	
Sheet Number	Sheet Title
1	KEY SHEET
2	PROPOSED PROJECTS OVERVIEW_SHEET 1
3	PROPOSED PROJECTS OVERVIEW_SHEET 2
4	PROPOSED PROJECTS OVERVIEW_SHEET 3
5	PROPOSED PROJECTS OVERVIEW_SHEET 4
6	TYPICAL SECTIONS SHEET 1
7	TYPICAL SECTIONS SHEET 2
8	TYPICAL SECTIONS SHEET 3
9	TYPICAL SECTIONS SHEET 4



FPL REVIEW SUBMITTAL PLANS

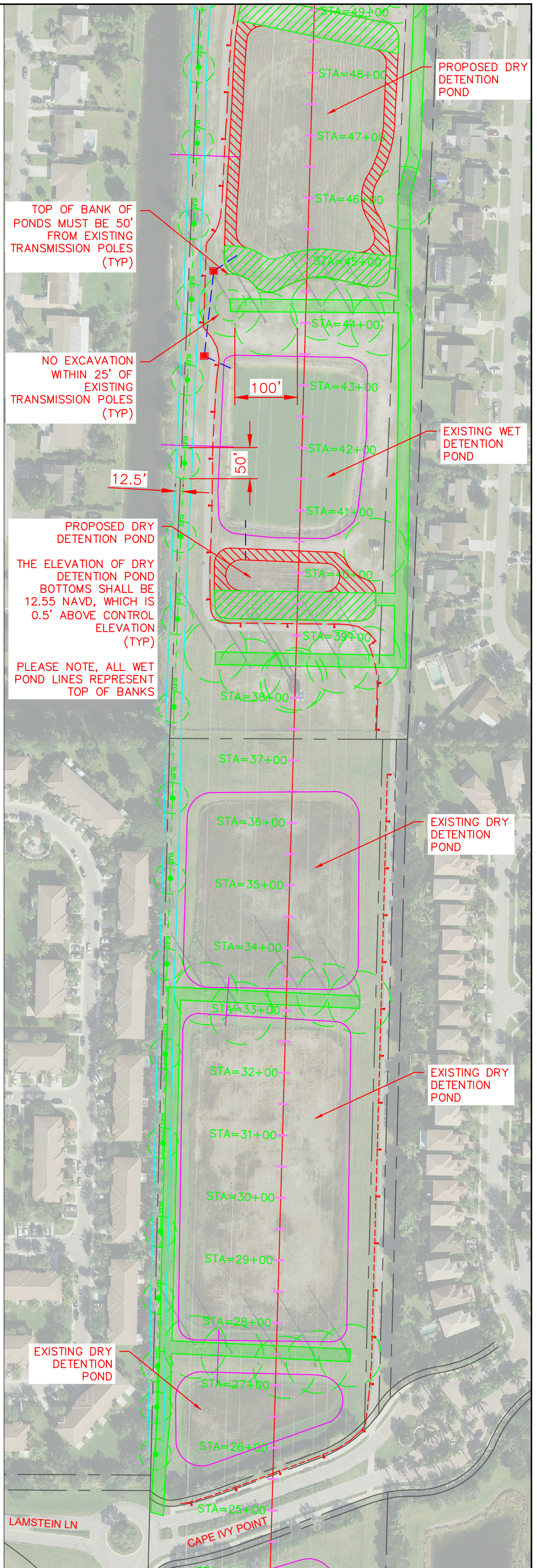
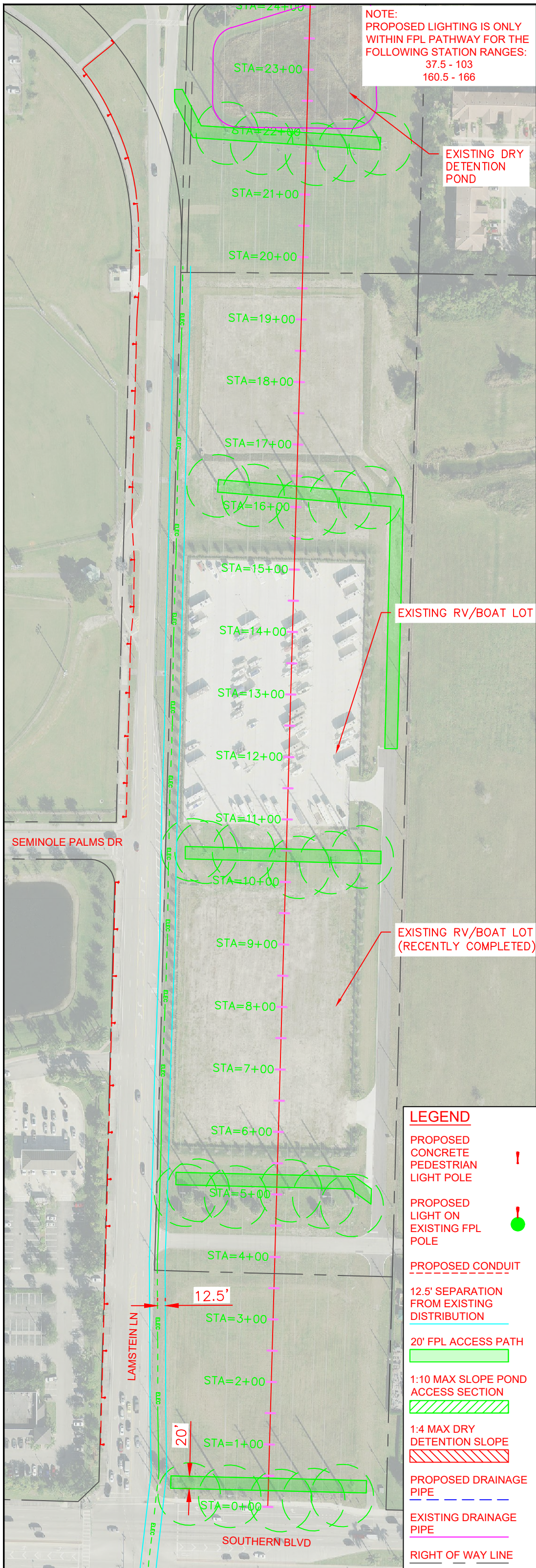
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|------------------|---------------|
| Fred Pinto | Mayor |
| Jeff Hmara | Vice Mayor |
| Selena Samois | Councilmember |
| Jan Rodusky | Councilmember |
| Richard Valuntas | Councilmember |



GOVERNING STANDARDS AND SPECIFICATIONS:
 FLORIDA DEPARTMENT OF TRANSPORTATION
 STANDARD PLANS DATED 2020 AND STANDARD
 SPECIFICATIONS FOR ROAD & BRIDGE
 CONSTRUCTION DATED JULY 2020, AS AMENDED
 BY CONTRACT DOCUMENTS.

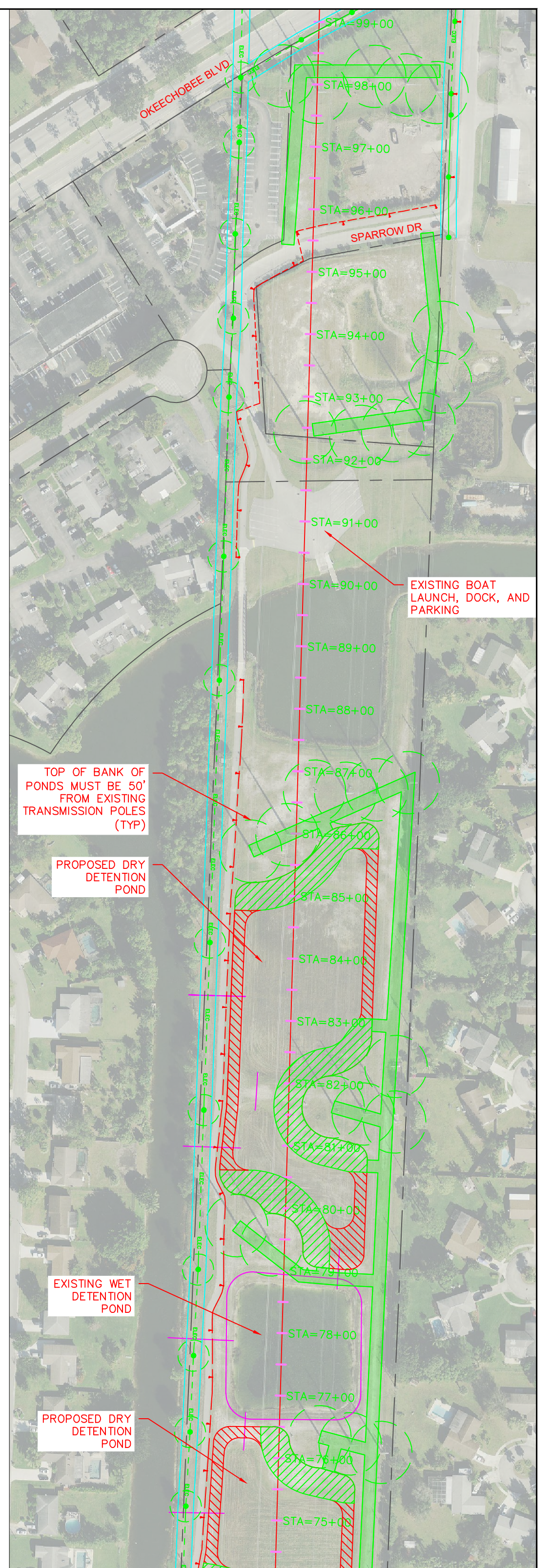
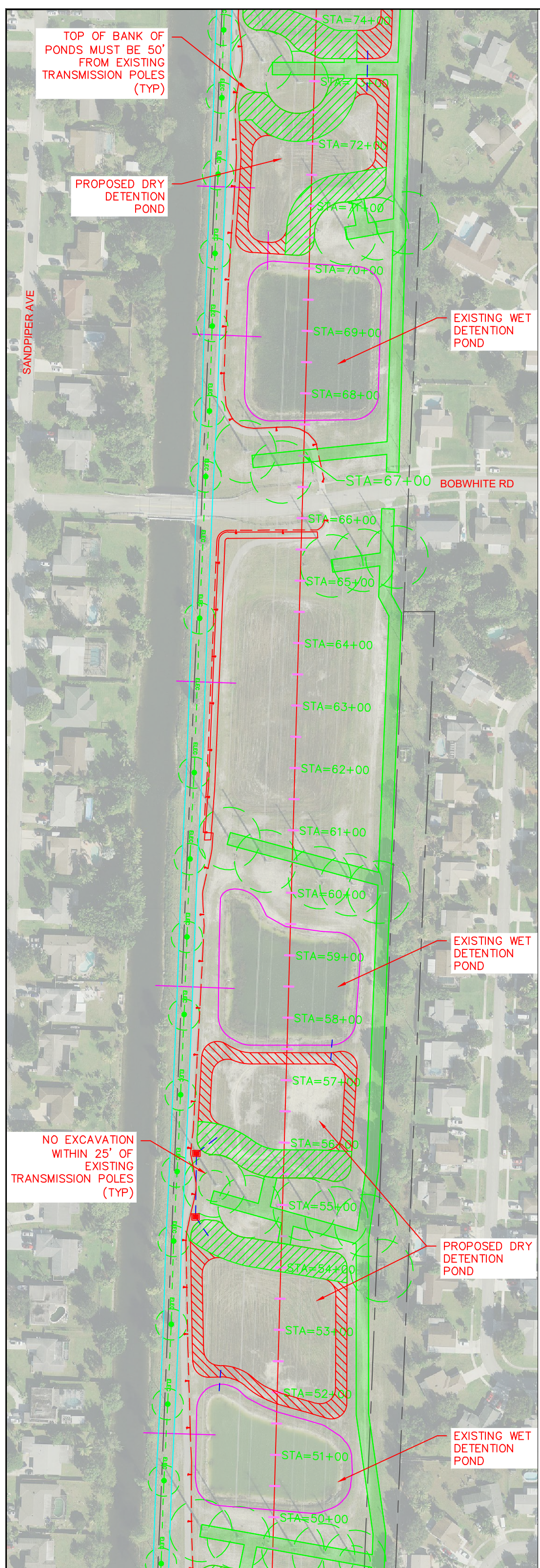
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	DRAWN BY: AD	SHEET: 01 OF 09
REVIEWED BY: CM		
Revision Description	By	Date
FPL CONSENT AGREEMENT 2019 EN1700B, EN1904, EN2101 KEY SHEET		
Village of Royal Palm Beach Planning & Engineering 3090 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411 Phone: (561) 750-3331 Fax: (561) 750-7095		
SEAL		

Exhibit B



X:\FLORIDA POWER & LIGHT\FPL CONSENT AGREEMENT 2019\20_0617_FUTURE PROJECTS REMOVED_PROPOSED PROJECTS OVERVIEW PLAN_FPL CONSENT AGREEMENT 2019.DWG 6/17/2020

Exhibit B



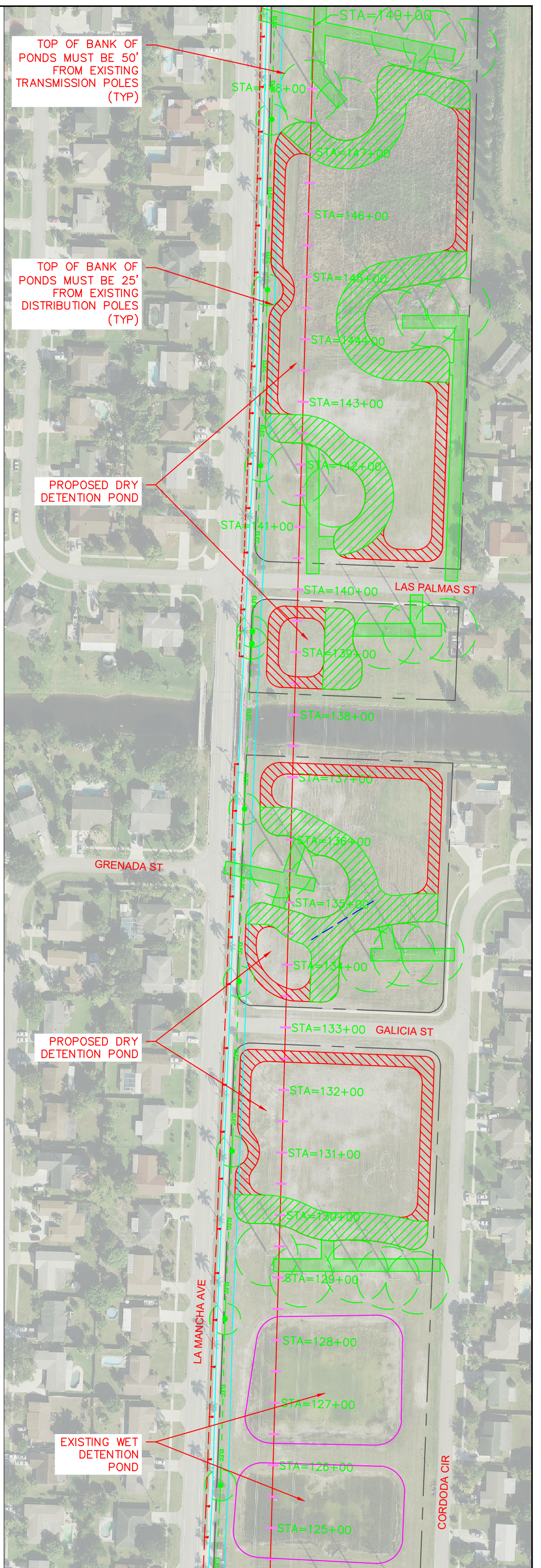
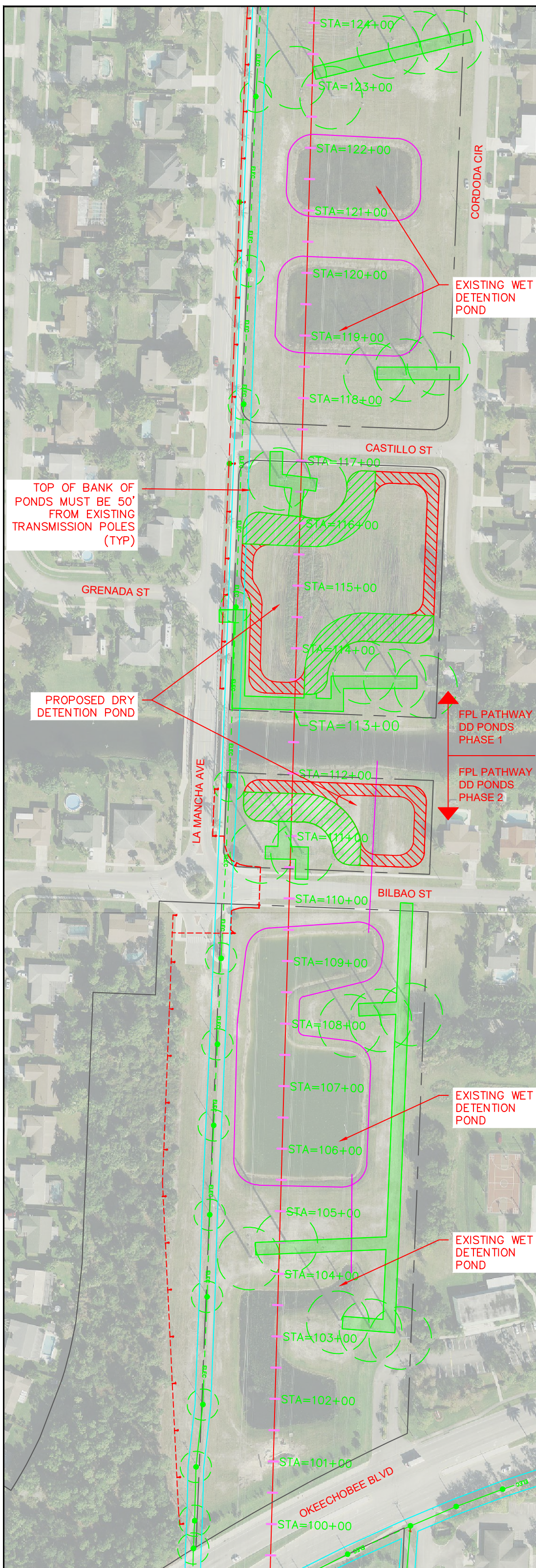
SEAL
 Village of Royal Palm Beach
 Planning & Engineering
 Christopher A. Marsh, P.E., 62560
 1050 Royal Palm Beach Boulevard
 Royal Palm Beach, FL 33411
 Phone (561) 790-5131 Fax (561) 791-7095

FPL CONSENT AGREEMENT 2019
 EN1700B, EN1904, EN2101
 PROPOSED PROJECTS OVERVIEW_SHEET 2

By	Date	Revision Description

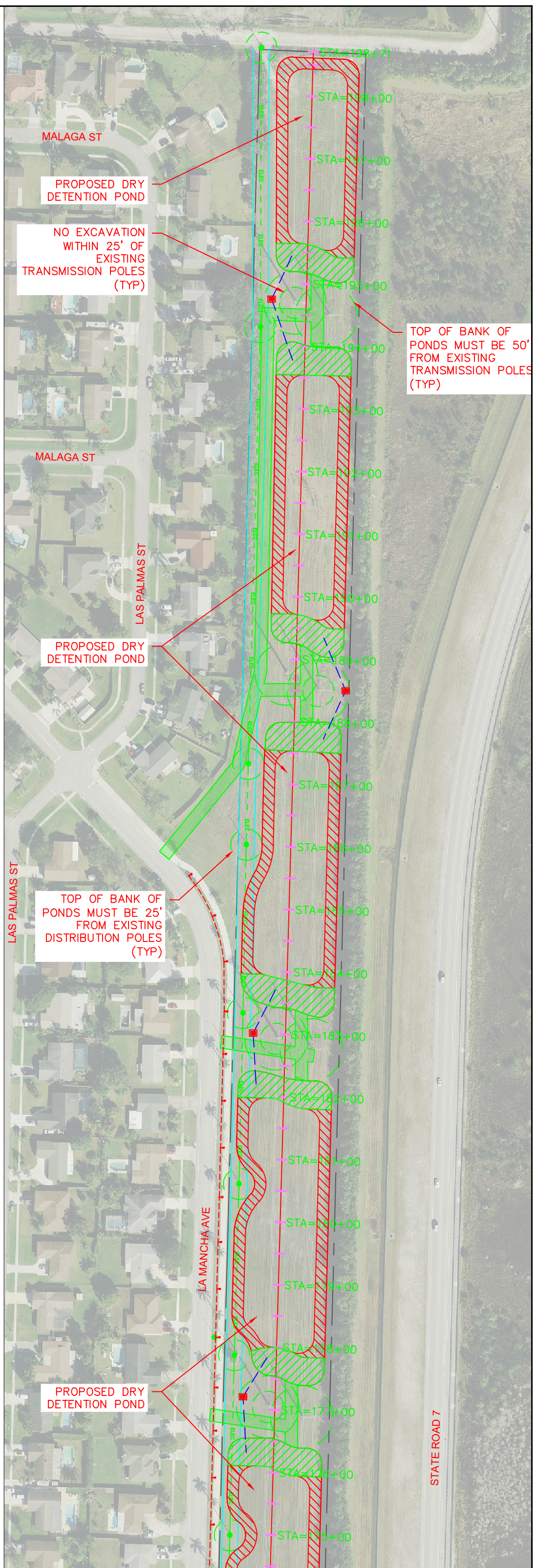
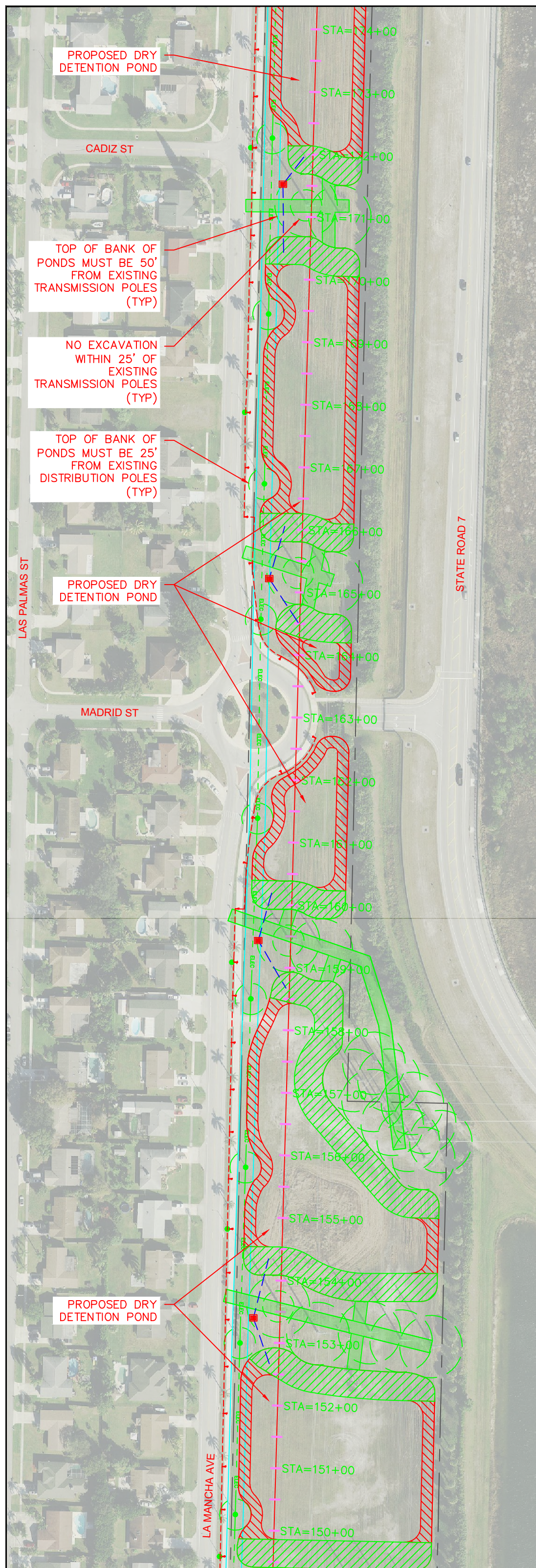
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DRAWN BY: AD				DATE: OCT 2019
REVIEWED BY: CM				SHEET: 03 OF 09

Exhibit B



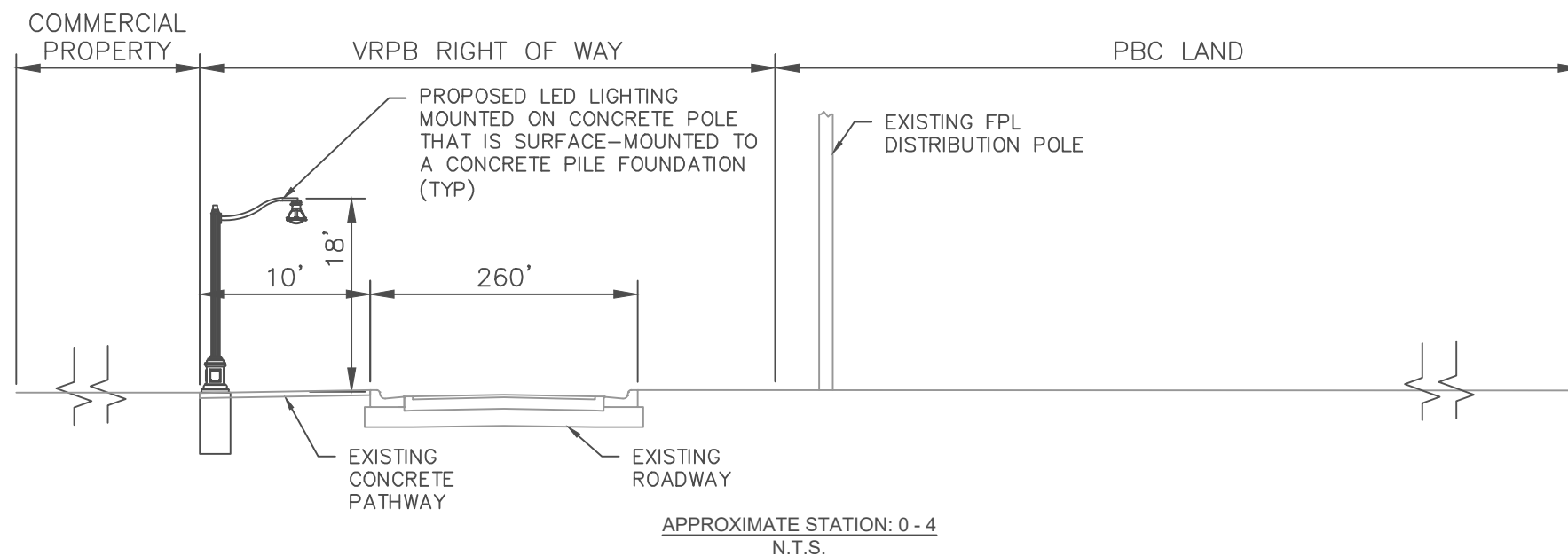
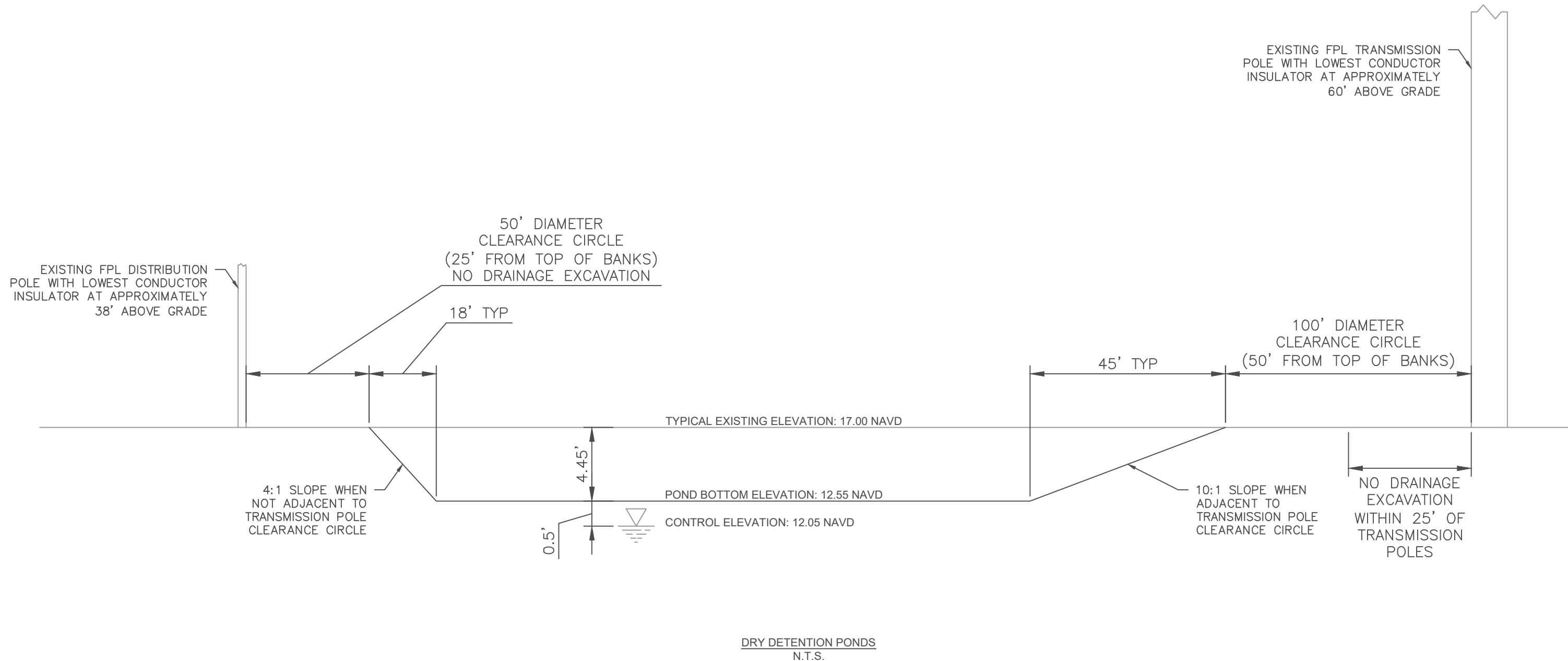
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Exhibit B



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Exhibit B



DESIGNED BY: AD
DRAWN BY: AD
REVIEWED BY: CM

DATE: OCT 2019
SHEET: 06 OF 09

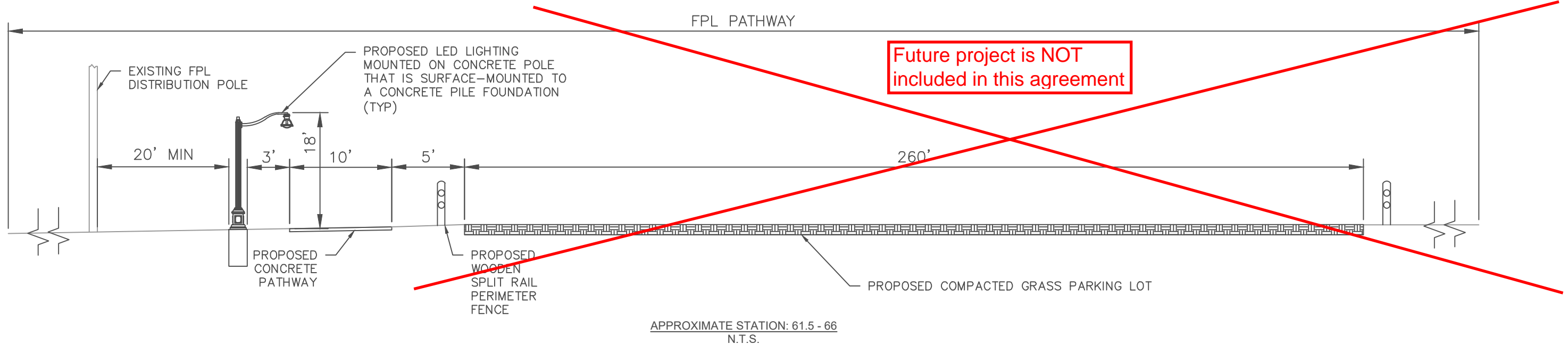
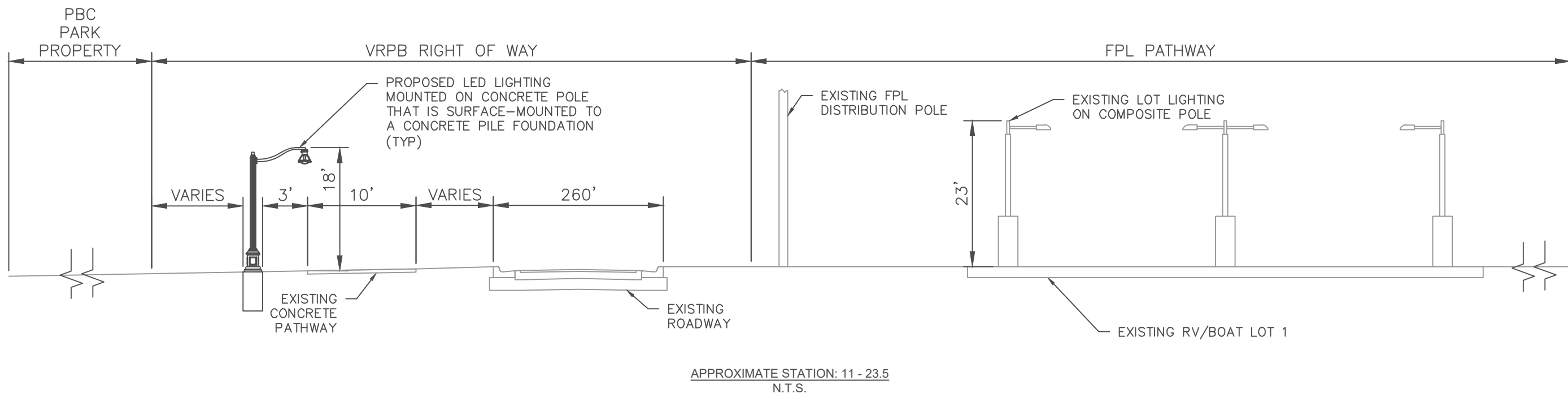
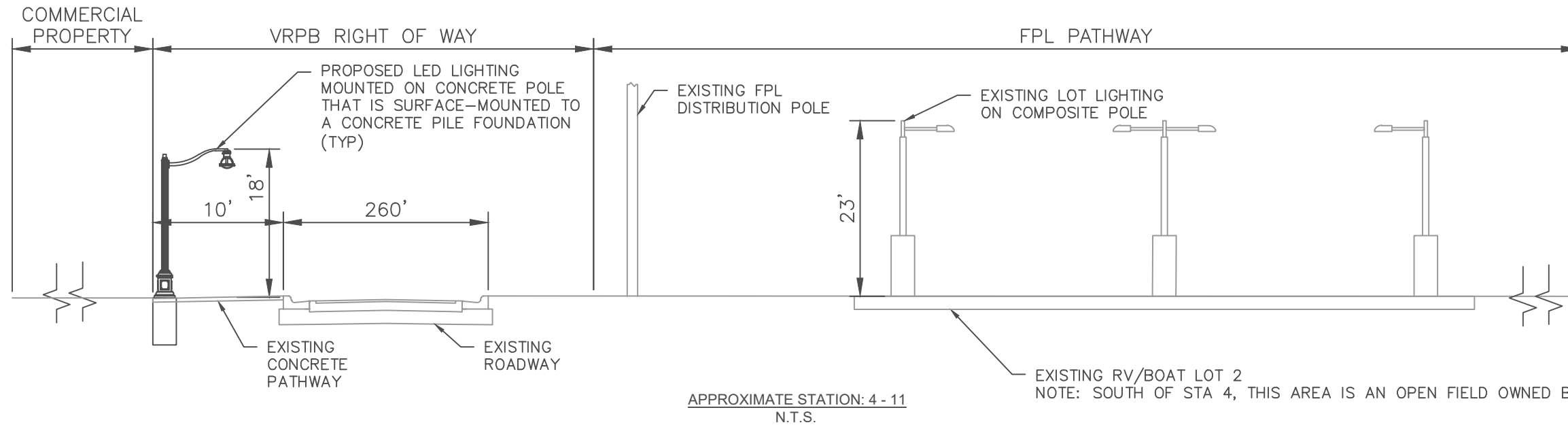
By	Date	Revision Description


FPL CONSENT AGREEMENT 2019
EN1700B, EN1904, EN2101
TYPICAL SECTIONS SHEET 1

Village of Royal Palm Beach
Planning & Engineering
10900 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411-7295
Phone: (561) 754-1333
Fax: (561) 754-1334

SEAL

Exhibit B




 DATE: OCT 2019
 SHEET: 07 OF 09

DESIGNED BY: AD	REVISION DESCRIPTION
DRAWN BY: AD	
REVIEWED BY: CM	
By	Date

FPL CONSENT AGREEMENT 2019
 EN1700B, EN1904, EN2101
 TYPICAL SECTIONS SHEET 2
 VILLAGE OF ROYAL PALM BEACH PLANNING & ENGINEERING
 14000 Royal Palm Beach Boulevard
 Royal Palm Beach, FL 33411-7295
 Phone: (561) 353-1333 Fax: (561) 353-7295
 FPL CONSENT AGREEMENT 2019-04-TYPSECT_FPL CONSENT AGREEMENT 2019.DWG 6/17/2020

SEAL

Exhibit B

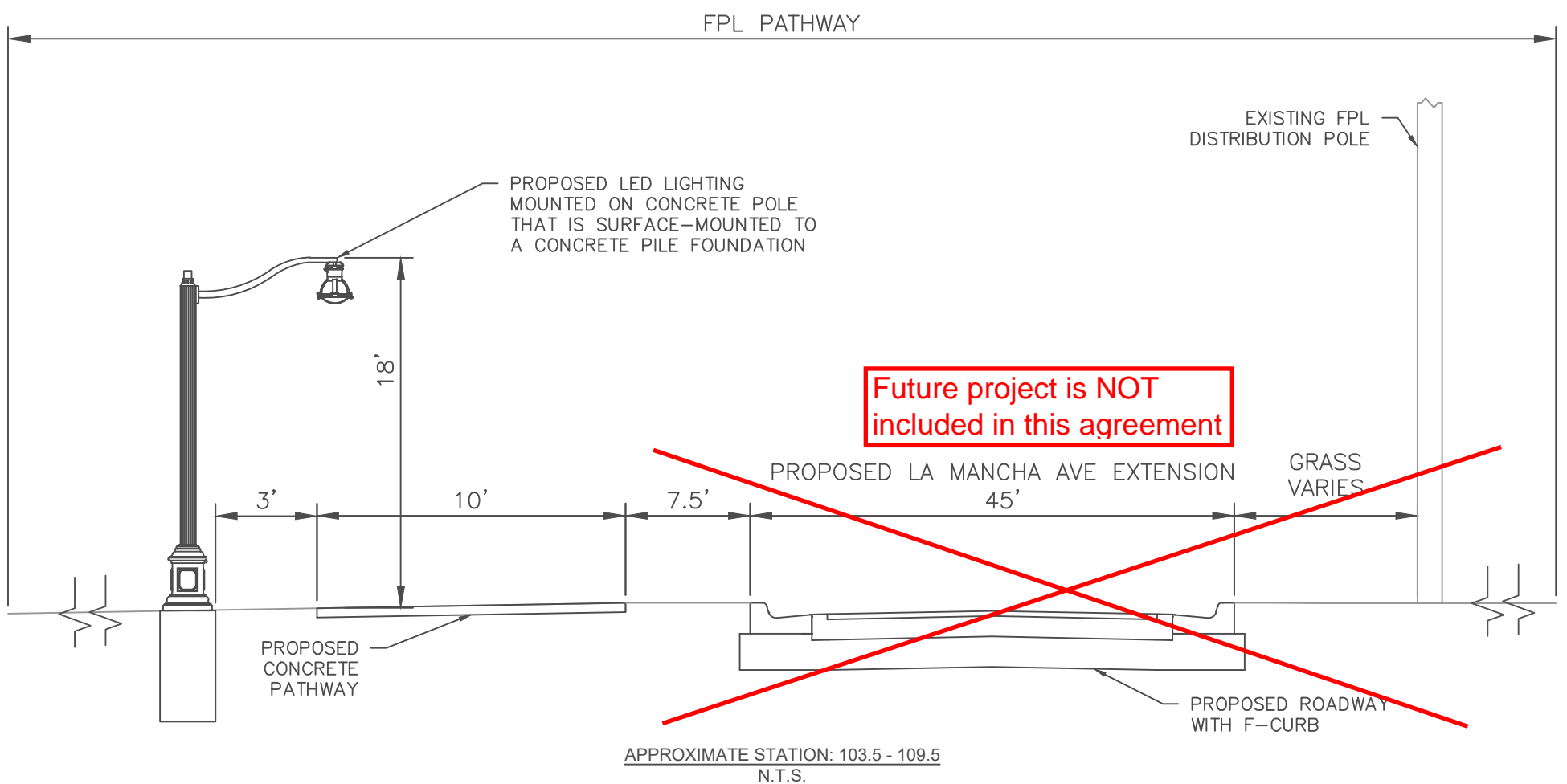
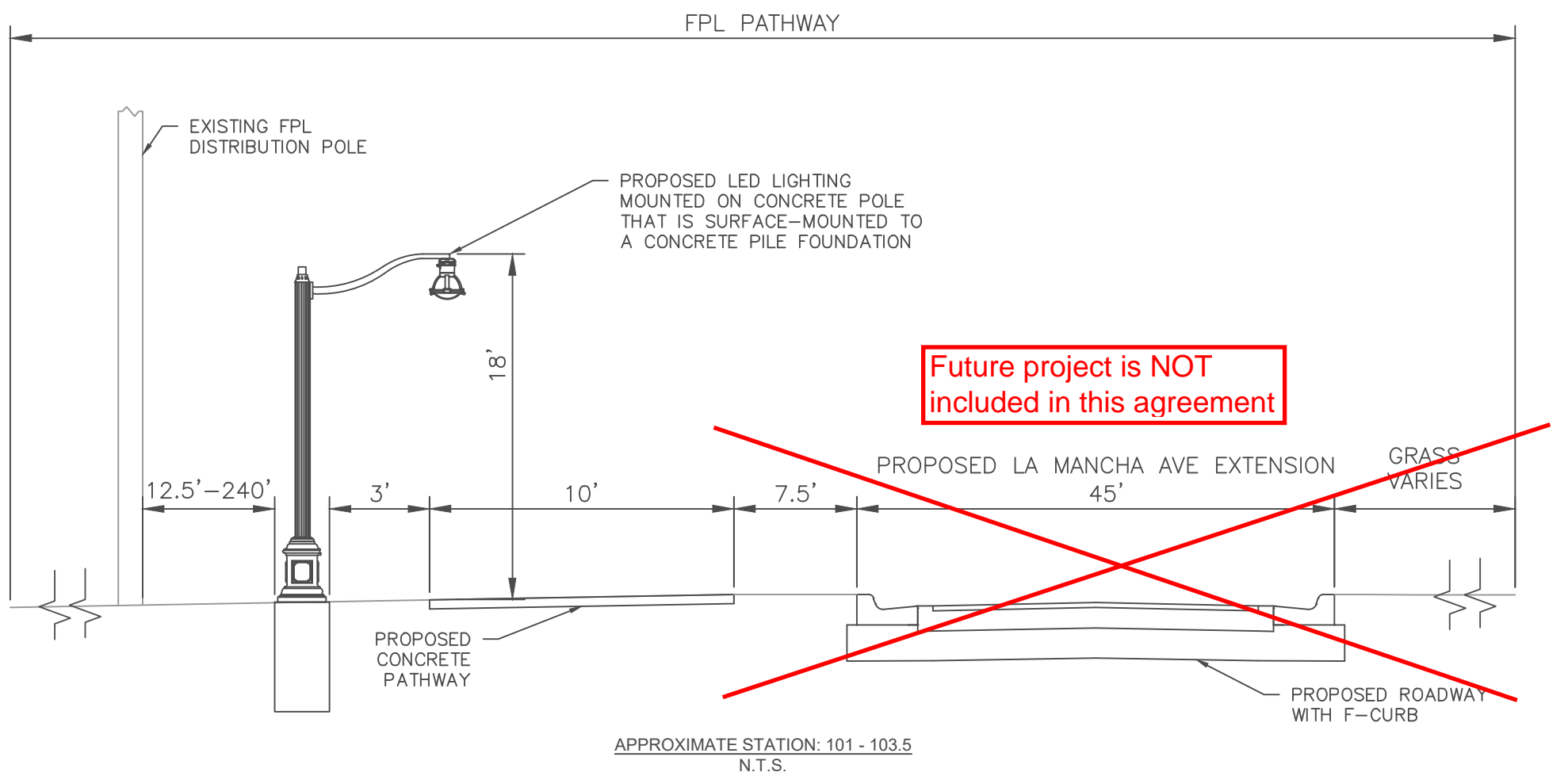
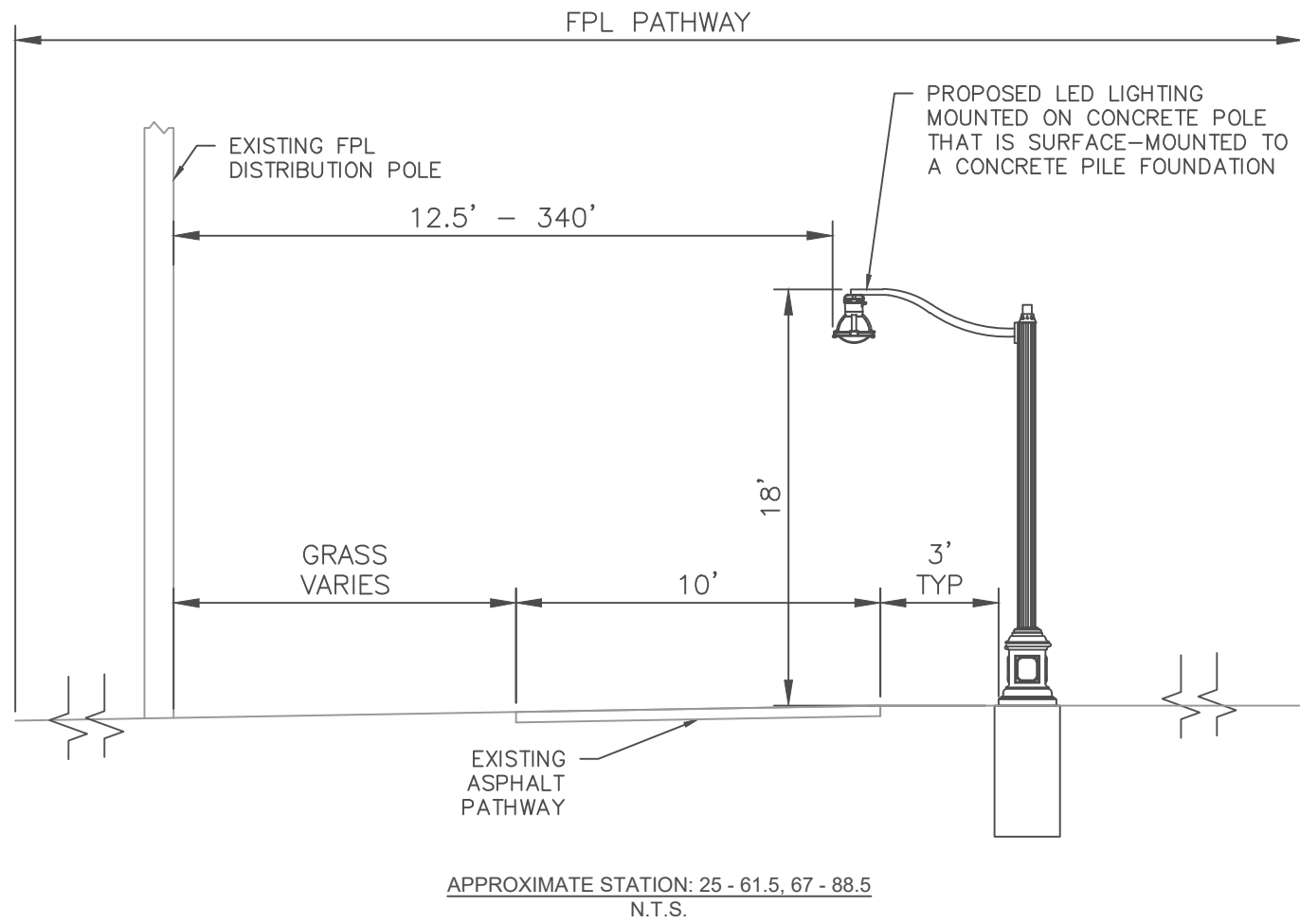


Exhibit B

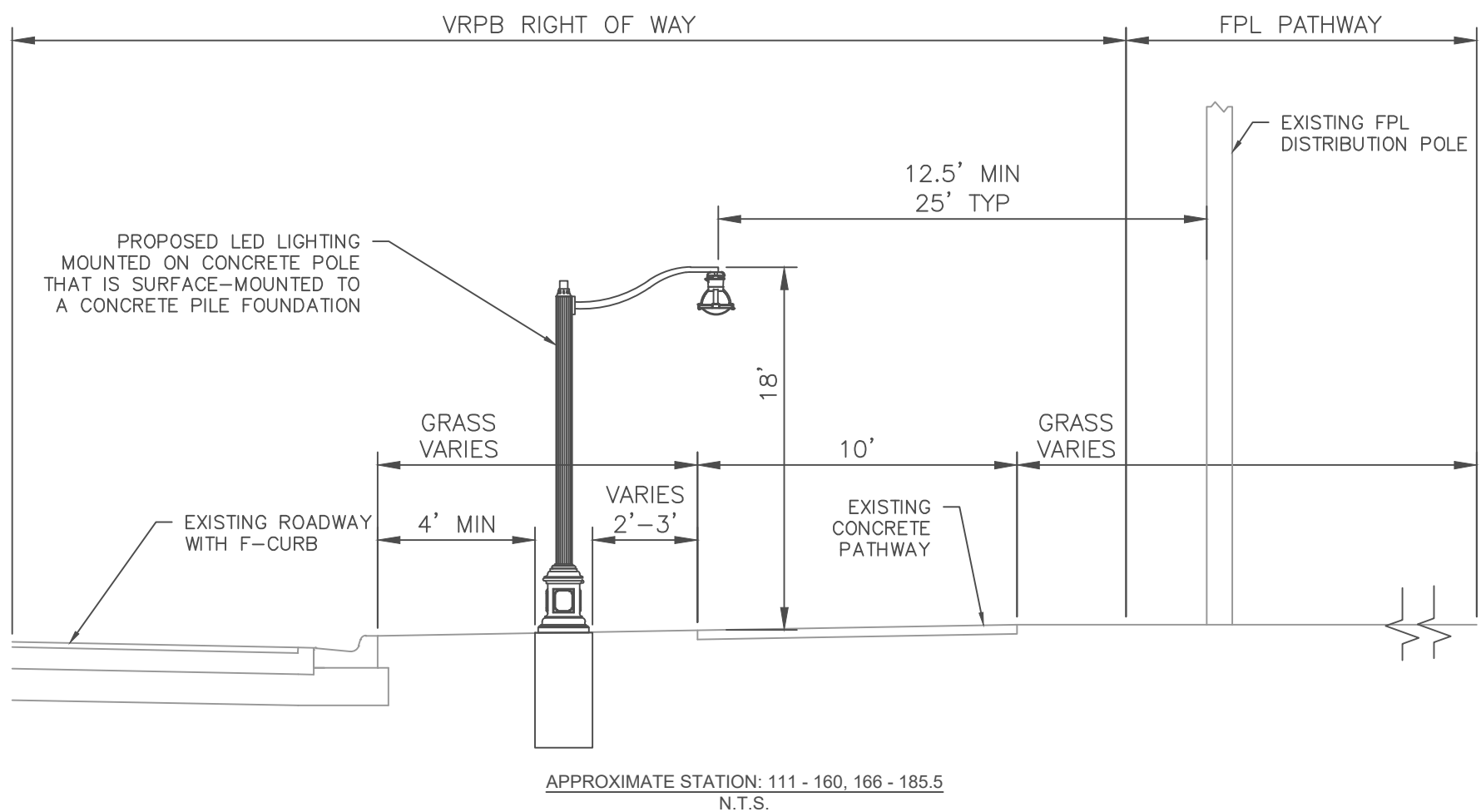
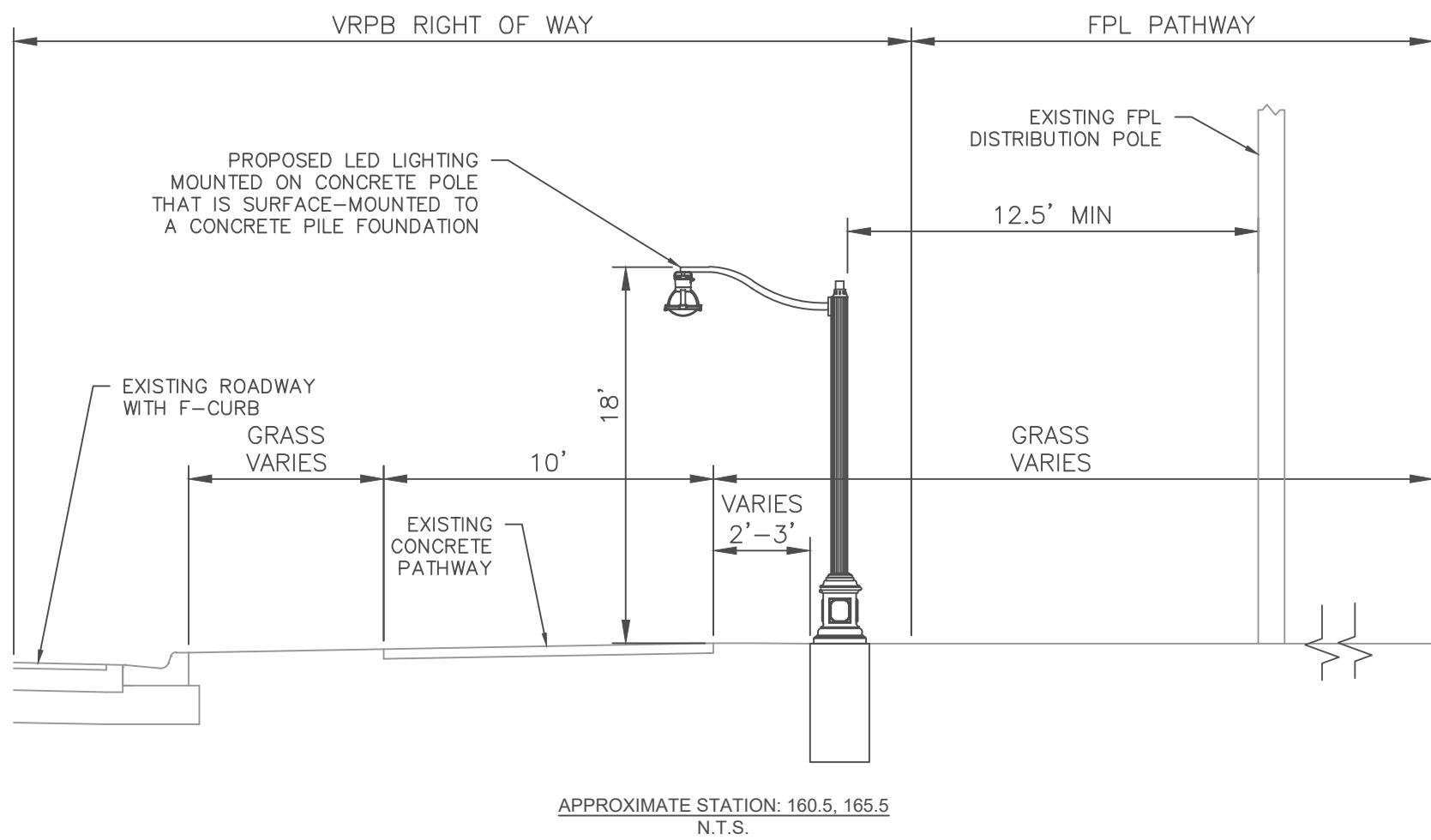
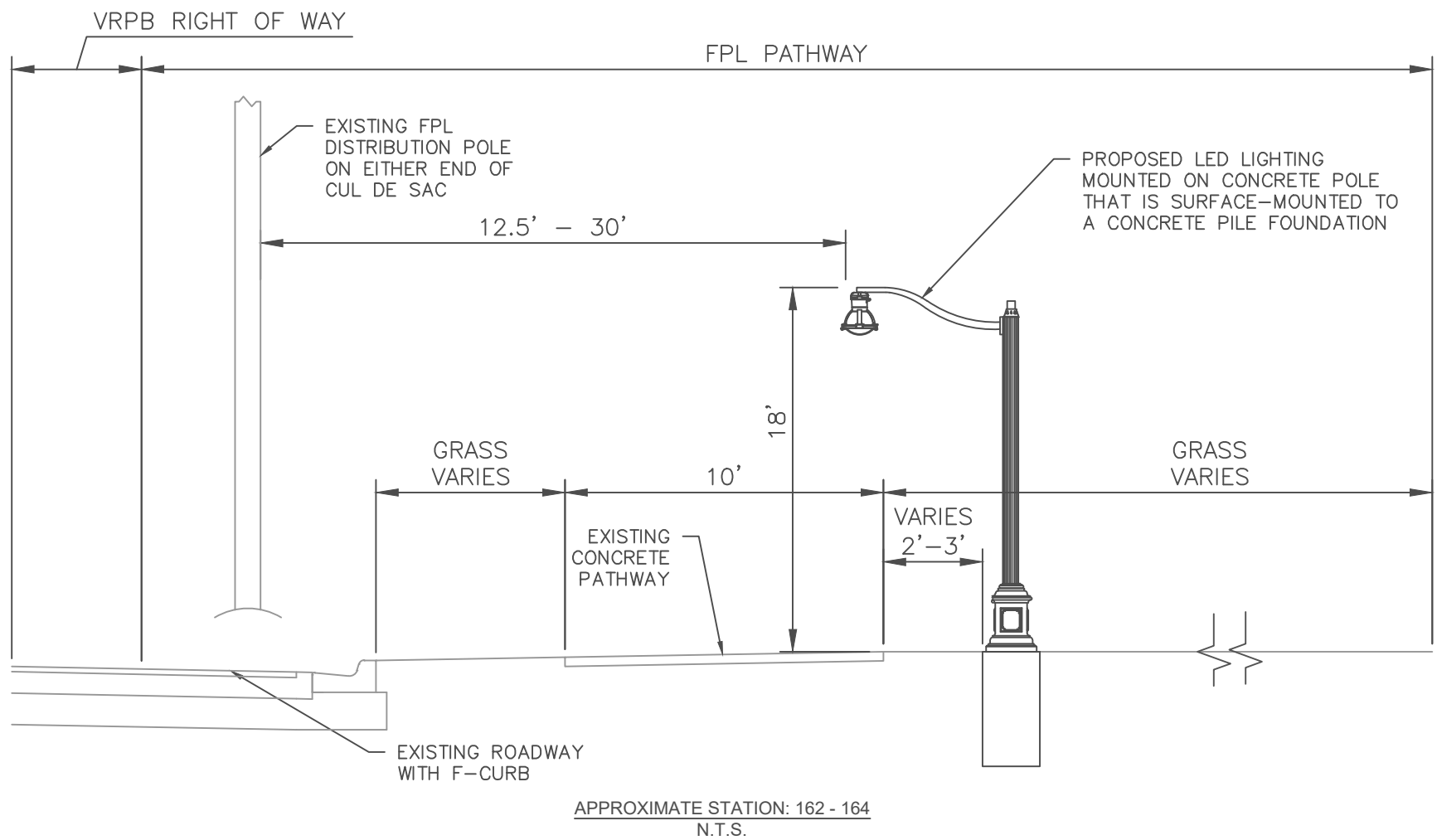


Exhibit "C"
Form 360



NOTIFICATION OF FPL FACILITIES

Customer/Agency _____
 Developer/Contractor Name _____
 Location of Project _____
 FPL Representative _____
 Developer/Contractor Representative _____

Date of Meeting/Contact: _____
 Project Number/Name: _____
 City: _____
 Phone: _____
 FPL Work Request #/Work Order #: _____

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
 **For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

 Means by which this notification was provided to customer and/or contractor

 Address

 FPL Representative Signature

 Date

 Customer/Developer/Contractor Representative Signature

 Date