TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Cheryl Dolin, R.A., Project Manager, Capital Projects, (954) 797-1191

SUBJECT: Ordinance

Project Name and Location: Fleet Maintenance Garage, 6911 Orange Drive

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A UTILITY EASEMENT TO FLORIDA POWER AND LIGHT FOR THE NEW "FLEET MAINTENANCE GARAGE"; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town is in need of electric services for the new "Fleet Maintenance Garage" building. Florida Power and Light requires a recorded easement prior to the installation of the underground electrical service line. This ordinance conveys the easement to accomplish this task.

PREVIOUS ACTIONS: None

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? No cost.

If yes, expected cost: N/A

Account Name: N/A

If no, amount needed: N/A

What account will funds be appropriated from: N/A

RECOMMENDATION(S):
Motion to Approve Ordinance

Attachment(s): Ordinance
Underground Distribution Facilities Installation Agreement
Underground Road / Pavement Crossing Agreement
Underground Conduit Installation Agreement
Transformer Pad Location and Specification
Easement
Sketch and Description of Easement

ORDINANCE _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A UTILITY EASEMENT TO FLORIDA POWER AND LIGHT FOR THE NEW "FLEET MAINTENANCE GARAGE"; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Power and Light is in need of a utility easement from the Town of Davie for the construction, operation, and maintenance of electric facilities for the new "Fleet Maintenance Garage"; and

WHEREAS, in furtherance thereof, the Town of Davie desires to grant said easement to Florida Power and Light.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the appropriate Town officials to execute easement to Florida Power and Light, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This section, subsection, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF_____ , 2003.

PASSED ON SECOND READING THIS _____ DAY OF_____ , 2003.

_____
MAYOR/COUNCIL MEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

FPL

Work Order 1355-43-727

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this _____ day of _____, 2003, by and between TOWN OF DAVIE (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 DAVIE FLEET MAINTENANCE GARAGE.
located in DAVIE/BROWARD 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 $767.20 (the Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is broken down as follows 2-PHASE RADIAL TO PM TXS = $1,121.00. Customer credits: 160' X $1.80/trn ft + 320' of 2" PVC X $0.32 = $353.80cr. $1,121.00 - $353.80cr = $767.20 due FPL..

2. That a credit of $353.80 shall be provided to the Customer for trenching, backfilling and the installation of Company provided conduit, if applicable, and approved by FPL.

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 120/240V volt, Three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service secondary, and primary conductors installed by FPL are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

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

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

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordination's required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, at no cost to FPL, prior to FPL's trenching, installation and/or construction of its facilities. FPL may require mortgage subordination's when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

   c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordination's to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordination's will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

   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 Copies of the customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL plats provided by the customer must be either recorded by thre 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

   d) Copies of the Customers final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL 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 and installation of Company provided conduit in accordance with FPL specifications.

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.

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:

Wayne Holloway 11/7/03
For FPL (Date)

Wayne J. Holloway
(Print Name)

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)

FPL

UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT FPL WO # 1355-43-727

This Agreement, made this ____ day of_____, 20___, by and between TOWN OF DAVIE (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: ORANGE DR & SW 67TH AVE

Project Name DAVIE FLEET MAINTENANCE GARAGE Phase .

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 $ $353.80 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:	**FPL:**
SIGNED_____	SIGNED Wayne J. Holloway
NAME_____	NAME WAYNE J. Holloway
TITLE_____	TITLE Customer Project Mgr

FPL

UNDERGROUND CONDUIT INSTALLATION AGREEMENT FPL WO# 1355-43-727

This Agreement, made this _____ day of_____, 2003, by and between TOWN OF DAVIE (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 in a described FPL easement provided by the Customer.

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, cable markers and associated materials provided by FPL in accordance with the instructions and specifications attached to this Agreement;

   b) be solely responsible for the installation of conduit at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;

   c) provide reasonable notification of the conduit installation dates;

   d) 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;

   e) provide survey points for FPL to stake the cable route;

   f) notify FPL when the conduit installation is complete;

   g) provide "as built" prints within two (2) weeks of final installation;

   h) provide for pick-up of materials;

   i) assume liability for materials lost, stolen or damaged once the customer receives material;

   j) assume liability for any delays and/or additional costs to FPL caused by a conduit installation that is not consistent with the instructions and specifications attached to this agreement.

2. FPL shall:

   a) provide written instructions and specifications for the installation of FPL provided conduit;

   b) provide required material to the Customer for the installation of underground facilities within the specified cable route;

   c) provide staking for the Customer along the specified cable route;

d) apply a credit in the amount of $353.80, in the event that the customer has made or has agreed to make a Contribution in Aid of Construction for the 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);

e) assume no liability for materials lost, stolen or damaged once received by the customer;

f) furnish any additional material at the current cost plus applicable loading and delivery charges;

g) assume no liability for delays caused by material delivery deficiency, including insufficient, lost, stolen or damaged material;

h) assume no liability for delays because of misunderstanding of installation drawings or specifications;

i) assume no liability for delays or additional cost caused by an inadequacy of the conduit system installation;

j) assume no liability for special incidental or consequential damages of any nature.

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

Agree: 4. Customer agrees to protect, defend, indemnify and hold FPL, its officers, directors, employees, and agents (FPL Entities) free and unharmed from and against any and all claims, liabilities, loss, costs, or damages whatsoever, related to any claim made by tenants, invites, licensees, quests, any other or third parties, including court costs and attorney's fees, ~~whether or not~~ due to or caused ~~in whole or part~~ by the negligence of the customer and resulting from or in connection with the performance of this Agreement, all in accordance with the laws of the State of Florida.

TOD

FPL

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

APPLICANT:	**FPL:**
SIGNED _____	SIGNED Wayne J. Holloway
NAME _____	NAME Wayne J. Holloway
TITLE _____	TITLE Customer Project Mgr

FPL

TRANSFORMER PAD LOCATION AND SPECIFICATION

PROJECT: DAVIE FLEET MAINTENANCE GARAGE
ADDRESS: 6591 ORANGE DR

DATE: 11/6/03
FPL JOB # 1355-43-727

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 pad-mount 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, provide and install 1 1/4 inch rigid conduit from CT's to meter location. Maximum horizontal distance from pad to meter is 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-mount transformer.
Provide and install primary ducts and/or cable from FPL facilities to the pad-mounted 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 120/240V volt Three 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:_____ DATE:_____
(signature)

NAME:_____
(print or type)

TITLE:_____ TELEPHONE #:_____

REPRESENTING FPL:

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

NAME:_____ DATE:_____

Work Order No. 1355-43-727

Sec.27 , Twp 50 S, Rge 41 E

Parcel I.D. # 504127230010
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Wayne J. Holloway

Co. Name: FPL Co.

Address 4000 Davie Road Extension

Hollywood, FL 33024

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See attached sketch and description.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and cond within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and k trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered
in the presence of:

Town of Davie
(Corporate's name)

By:

(Witness' Signature)

Print Name: Tom Truex, Mayor

Print Name

(Witness)

Print Address:

(Witness' Signature)

Attest:

(Secretary's signature)

Print Name

(Witness)

Print Name:

Print Address:

(Corporate Seal)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me th
____ day of _____, _____, by _____, an
respectively the _____ President and _____ Secretary of _____,
___ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and wh
did (did not) take an oath.

(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name

DESCRIPTION: (10' UTILITY EASEMENT)

A PORTION OF TRACT 'A' OF "DAVIE COMMUNITY FACILITIES II" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A" ON AN ASSUMED BEARING OF SOUTH 01°55'52" EAST 485.09 FEET; THENCE NORTH 88°04'08" EAST 140.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°52'36" EAST 10.00 FEET; THENCE SOUTH 20°46'13" EAST 39.04 FEET; THENCE NORTH 89°53'10" EAST 29.53 FEET; THENCE PARALLEL WITH AND 138.83 FEET WEST OF THE EAST LINE OF SAID TRACT "A", SOUTH 01°53'52" EAST 86.58 FEET; THENCE SOUTH 88°06'08" WEST 10.00 FEET; THENCE NORTH 01°53'52" WEST 76.88 FEET; THENCE SOUTH 89°53'10" WEST 26.76 FEET; THENCE NORTH 20°46'13" WEST 45.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

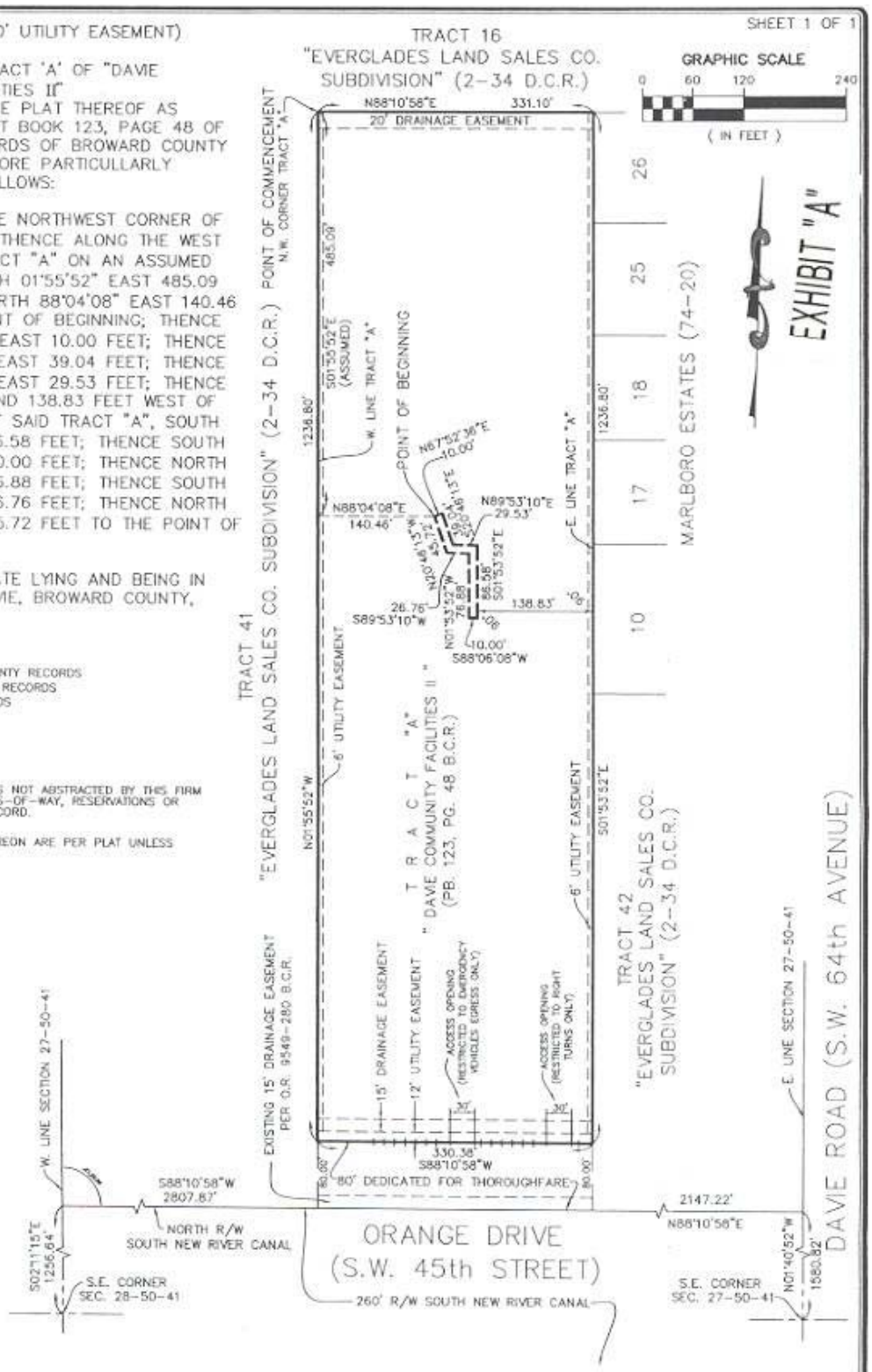
ABBREVIATIONS

B.C.R. = BROWARD COUNTY RECORDS
D.C.R. = DADE COUNTY RECORDS
O.R. = OFFICIAL RECORDS
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.

EASEMENTS SHOWN HEREON ARE PER PLAT UNLESS OTHERWISE SHOWN.



SKETCH AND DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

DATE	REVISIONS	DWN	CHK
11-14-03	REVISED EASEMENT LOCATION	MR	

DRAWN BY: MR CHECKED BY:

CERTIFIED TO:

TOWN OF DAVIE

MILLER LEGG & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL PROFESSIONALS
1800 N. DOUGLAS ROAD, SUITE 200
PEMBROKE PINES, FLORIDA 33024
(954)438-7000 FAX: (954)437-2958
CERT. OF AUTHORIZATION L.B. 6680

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS 29th DAY OF OCTOBER , 2003 A.D.

Martin P. Rossi

MARTIN P. ROSSI
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO. 03-00151.305 FILE NO. 11-1B-790

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