

ITEM #17

**ADDITIONAL MATERIAL
REGULAR MEETING**

APRIL 16, 2024

**SUBMITTED AT THE REQUEST OF
PORT EVERGLADES**



Office of the CEO and Port Director
1850 Eller Drive, Fort Lauderdale, Florida 33316
954-468-3504 • FAX 954-523-8713 • PortEverglades.net

MEMORANDUM

DATE: April 11, 2024

TO: Mayor and Members
Broward County Board of County Commissioners

FROM: Glenn A. Wiltshire, Acting Port Director
Port Everglades Department 

RE: Additional Material – Agenda Item No. 17 – April 16, 2024 – Exclusive
Underground Cable Easement between Broward County and Florida Power
and Light

Attached is the final Exclusive Underground Cable Easement with Florida Power and Light (FPL) to be included as Exhibit 1 to the referenced agenda item. FPL is still internally processing the Easement document for final execution, and confirmation of receipt of the signature pages from FPL will be included in the Monday Night Memo.

Attachment

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Robert W. Melton, County Auditor
Andrew J. Meyers, County Attorney



Prepared by and Return to:

Eleanor W. Taft
Florida Power & Light Company
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408

Parcel ID# To be added by Grantor prior to recording

EXCLUSIVE UNDERGROUND CABLE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Broward County**, a political subdivision of the State of Florida, whose post office address is 1850 Eller Drive, Fort Lauderdale, Florida 33316 (“**Grantor**”), in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants to **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) (“**Grantee**”), an exclusive easement forever for the installation, operation, and maintenance of underground electric utility facilities (including cables and conduits, appurtenant utility equipment, equipment for utility communication purposes and above-ground equipment, all to be installed from time to time), hereinafter referred to as “**Grantee’s Facilities**,” within the duct bank proposed to be constructed by Grantor, with the right to improve, add to, enlarge, change the voltage as well as the size of, and remove such Grantee’s Facilities or any of them, all within an easement area described on Exhibit “A” attached hereto and made a part hereof (“**Exclusive Underground Easement Area**”).

Together with: (a) the nonexclusive right of ingress and egress, at all times, to the (i) adjacent lands of Grantor and (ii) surface above the Exclusive Underground Easement Area; (b) the nonexclusive right, at all times, to excavate the surface above the Exclusive Underground Easement Area for the purpose of maintaining, replacing, or repairing damage to Grantee’s Facilities and/or duct bank (if constructed by Grantor) housing Grantee’s Facilities; and (c) the nonexclusive right to clear the land and keep it cleared of all trees and other obstructions within the surface of the Exclusive Underground Easement Area that might interfere with Grantee’s Facilities or systems of communications for power transmission or distribution. To the fullest extent the undersigned has the power to grant, if at all, the rights granted in this paragraph shall extend over, along, under, and across the roads, streets, and/or highways adjoining or through said Exclusive Underground Easement Area.

Grantee shall promptly repair any damage to the Exclusive Underground Easement Area, caused solely and directly by Grantee in performing any activities under the terms of this easement, to a similar or better condition as existed prior to such damage.

Notwithstanding the foregoing, if Grantor proceeds with the construction of the duct bank within the Exclusive Underground Easement Area, which shall be at its sole cost if constructed, and forever long as Grantee installs, operates, and maintains Grantee's Facilities within the Exclusive Underground Easement Area, Grantor shall be responsible at all times, and at its sole cost, to repair, replace, and/or maintain the duct bank within the Exclusive Underground Easement Area in a manner and method that does not materially interfere with Grantee's use, occupation, maintenance, and/or enjoyment of the Exclusive Underground Easement Area, or as might cause a hazardous condition. If Grantor fails to maintain, replace, and/or repair the duct bank within thirty (30) calendar days after written notice from Grantee, except such notice is not required in the event of an emergency (where "emergency" means that Grantee's Facilities are partially or completely inoperable), Grantee may undertake such maintenance, replacement, and/or repair work and invoice Grantor for the costs thereof, including, but not limited to, restoration of the Exclusive Underground Easement Area to like or better condition as it was in immediately before Grantee began the maintenance, replacement, and/or repair work on the duct bank. Grantor shall pay such invoice within thirty (30) calendar days after receipt of such invoice.

Notwithstanding anything to the contrary herein, if Grantor fails to commence construction of the duct bank within one (1) year after the date the last party executes this easement (which deadline can be extended up to one (1) additional year upon letter agreement by the parties, with Grantor acting through its Port Director), Grantor, upon written notice to Grantee, shall have the option to terminate this easement. Upon termination, all rights and interests granted under this easement shall cease and be of no further effect. If this easement is terminated, Grantee shall provide Grantor, within thirty (30) days following Grantor's request, with a duly executed release of easement for proper recording in the Official Records of Broward County, Florida, for the purpose of providing constructive notice of such termination.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, the parties hereto have made and executed this easement: GRANTOR through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2024.

GRANTOR

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

IN WITNESS WHEREOF, Grantee has signed and sealed this easement on the ____ day of _____, 20__.

GRANTEE

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signature
Print Name: _____
Print Address: _____

By: _____
Name: _____
Title: _____

Signature
Print Name: _____
Print Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

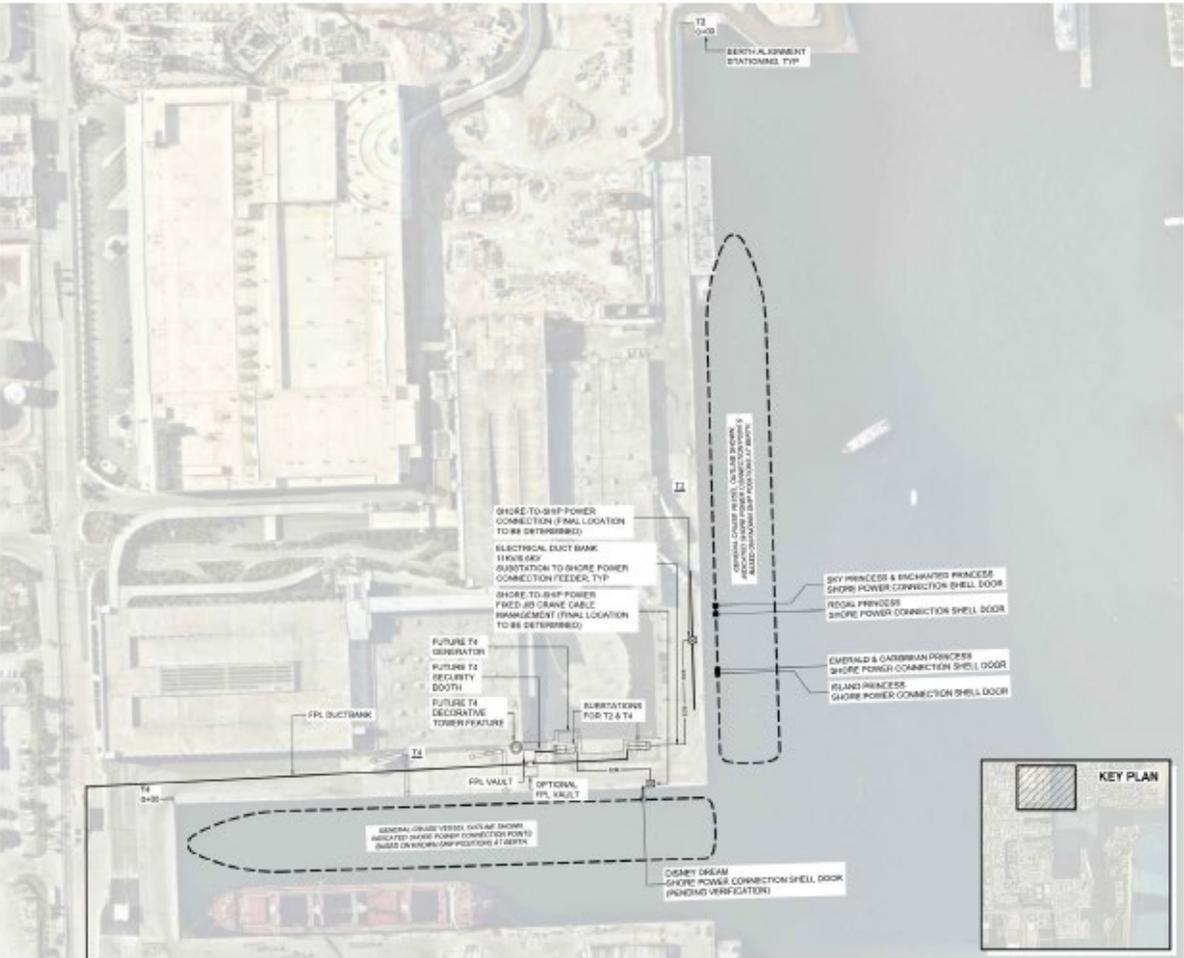
Personally Known **OR** Produced Identification
Type of Identification Produced _____

Exhibit "A"

Exclusive Underground Easement Area

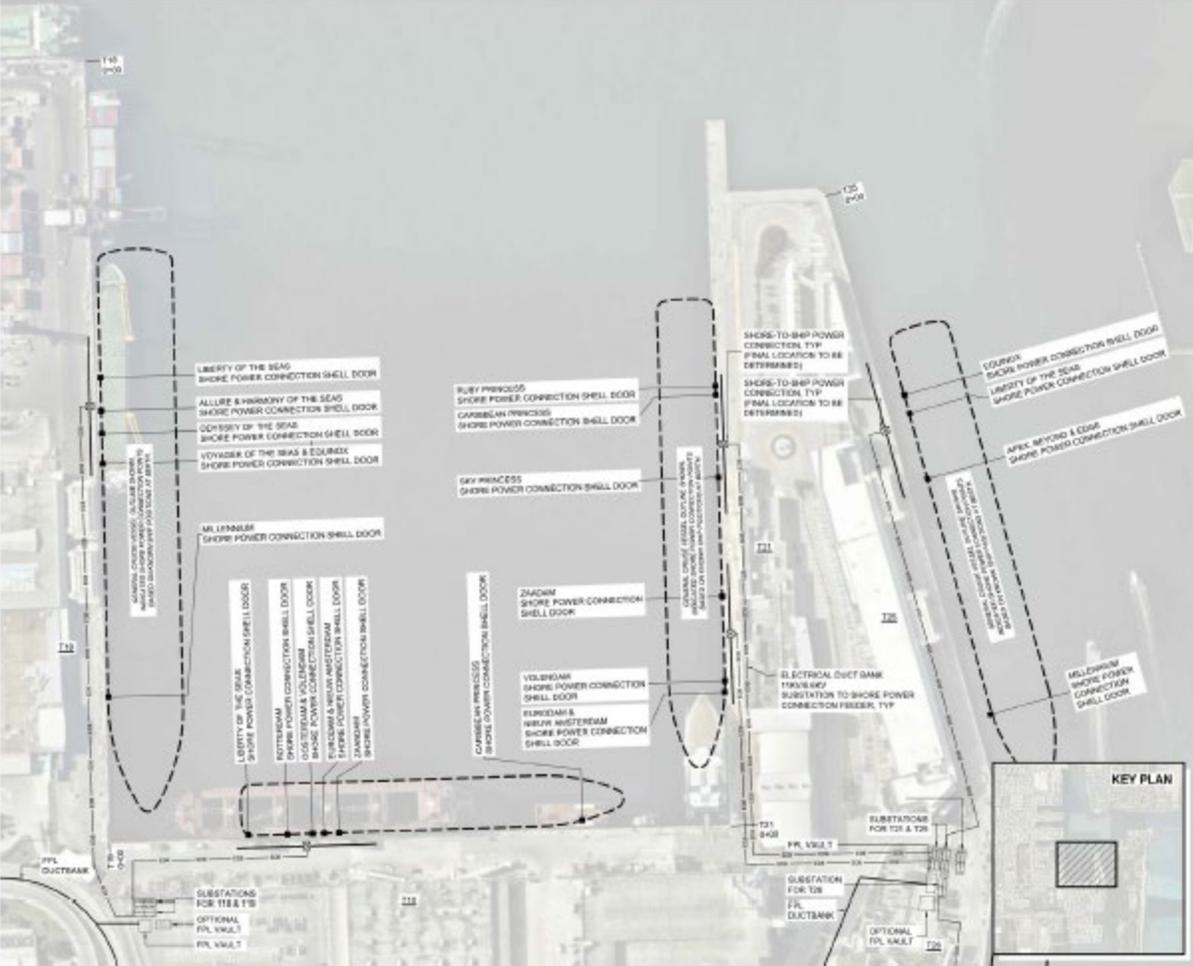
Upon Grantor's completion of the duct bank, and before recording of the easement, Exhibit A will be deleted in its entirety and replaced with a sketch and metes and bounds legal description provided by Grantor, acting through its Port Director, based on "as-built" drawings of the duct bank.

Figure 5-2. CT2 and CT4 Enlarged Electrical Site Plan (Sheet E111)



Source: M&N, 2022

Figure 5-3. CT18, CT19, CT21, and CT25 Enlarged Electrical Site Plan (Sheet E112)



Source: M&N, 2022

Figure 5-4. CT26 Enlarged Electrical Site Plan (Sheet E113)



Source: M&N, 2022

Figure 5-5. CT29 Enlarged Electrical Site Plan (Sheet E114)



Source: M&N, 2022

Figure 5-6. Enlarged Electrical Site Plan for FPL New Substation (Sheet E115)



Source: M&N, 2022