

GRIMES GOEBEL

Grimes Hawkins Gladfelter & Galvano, P.L.

Attorneys at Law Est. 1922

Caleb J. Grimes
John D. Hawkins
Leslie Horton Gladfelter
Bill Galvano
Derin Parks
Sacha Ross

February 15, 2017

Reply to: Bradenton

Via U.S. Mail and Email to:
kfernandez@swflgovlaw.com
Persson & Cohen, P.A.
Kelly M. Fernandez
6853 Energy Court
Lakewood Ranch, FL 34240

Re: 700 Gene Green Road, Nokomis, FL 34275

Dear Ms. Fernandez:

I am writing at this time in response to your letter dated February 2, 2017. For your records, my clients, 700 Gene Green LLC and McLeod Land Services, Inc., have been granted the following permits (Copies of which are attached hereto):

- A. Site Prep Permit
- B. FDEP Air Permit
- C. FDEP NOI Stormwater Permit
- D. FPL Installation Agreement

Mr. McLeod and MLS's engineer of record, Mike Shannon, PE, requested a preliminary meeting with City of Venice to discuss necessary permit requirements and met on November 10, 2016. At this meeting, my clients were informed that an existing stockpile of material was in violation and subject to Venice Code Enforcement. However, my clients were advised that issuance of a Site Prep Permit would bring them into compliance. Upon learning of the Site Prep Permit requirement, Mr. McLeod applied for and was granted said permit on December 5, 2016.

The above referenced Site Prep Permit which was granted December 5, 2016, states the Scope of Improvements as follows:

- Install gravel truck maneuvering area
- Stockpile recycled concrete
- Minor Grading
- Install Silt Fence

To date, my clients have limited their activities to the above stated scope. Furthermore, my clients have applied for and been granted by the FDEP both Air Permit and Stormwater Permit which are effective immediately, according to verbal conversation with Jonathon Holton, Tallahassee Division FDEP. Only the City of Venice insisted upon enforcing a 30 day waiting

period contrary to the requirements of both Sarasota County and FDEP, thereby becoming an active permit on February 18, 2017.

My clients have been unable to submit the necessary site development plan without first conducting the Public Workshop required by the City of Venice. The lengthy disclosure process experienced delays. Finally, the Public Workshop was held on February 13, 2017 and my clients are proceeding with the submittal process by February 17, 2017.

In regards to conduit installation, the attached FPL Installation Agreement confirms that my client was a joint venture with FPL to direct bury FPL conduit and splice boxes, specifically for a "primary" installation, per FPL plans and specifications to the subject property. It was determined at another City of Venice meeting between Jim McLeod and Paul Iannelli (City Code Enforcement), Gary Snyder (City building official) and a representative of Jeff Schrum, that no additional permit was required for this "off-site" work.

Finally, my client has received the following permits as they pertain to a portable concrete crushing operation:

- FDEP Air General Permit Dated January 18, 2017
- FDEP NOI Construct Generic Permit Dated February 8, 2017
- “No Permit Required” verbal verification from both John Hickey, Sarasota County, 941-861-0814 and Jonathon Holton, FDEP, 850-717-90

Once you have had an opportunity to review this letter and its enclosures, please let me know when you are available to discuss. Thank you very much for your assistance with this matter. I look forward to speaking with you.

Sincerely,

**GRIMES GOEBEL GRIMES HAWKINS
GLADFELTER & GALVANO, P.L.**

/s/ Derin Parks
Derin Parks, Esq.

cc client

L:\McLeod Land Services\City of Venice Cease and Desist\Letter to K Fernandez.docx

GRIMES GOEBEL GRIMES HAWKINS GLADFELTER & GALVANO, P.L.



EXHIBIT A

City of Venice
401 West Venice Ave., Venice, FL 34285
941-486-2626

DEVELOPMENT SERVICES - ENGINEERING/STORMWATER PERMIT APPLICATION

nshannon@
crestfl.com

Date _____

Property Owner 700 Gene Green, LLC Phone (941) 922-1861

Project Name McLeod Recycling Yard Building Permit # _____

Project Address 700 Gene Green Rd. Nokomis, FL 34275

Contractor McLeod Land Services License # _____ Phone _____

Engineer Crest Engineering Phone (941) 377-8811

Surveyor Point Break Surveying On-site Phone (941) 378-4797

superintendent Monte A. Lengacher Phone (941) 922-1861

Fax (941) 926-2432 Mobile or Construction Site Phone N/A

Agent /Owner Jim McLeod Phone 922-1861

Agent Address 7405 28th Street Ct. East, Sarasota, FL 34243

Individual responsible for maintenance of erosion controls Monte Lengacher

Phone (941) 922-1861 Mobile _____ Fax (941) 926-2432

Total Impervious Area 0 SF Lot size 662,541 SF Acres 15.2

Scope of improvements

Install gravel truck maneuvering area, stockpile recycled concrete, minor grading and install silt fence

Commencement Date 11/16 Completion Date 11/17 Not valid after _____

PERMIT TYPE:	Account #	Fees payable at Cashier's Counter	Extension
Construction Permit (review)	001-0000-329.11-01	\$200.00	
Construction Permit (modification)	001-0000-329.11-02	\$50.00	
Site Prep Permit Minor	001-0000-329.11-03	\$25.00	
Site Prep Permit Other	001-0000-329.11-03	\$100.00	\$ 100.00
Property Addition		No charge	
Right of Way Use Minor	001-0000-329.11-04	\$50.00	
Right of Way Use Other	001-0000-329.11-04	\$200.00	
Right of Way Use Building Permit	001-0000-329.11-04	\$20.00	
License Application Required	001-0000-329.11-05	\$150.00	
		TOTAL	\$ 100.00

☐ Acknowledgement of paver guideline (if applicable)

I certify that the foregoing information is accurate and that all work will be done in accordance with all applicable laws including Section 74 of the Venice City Ordinances, Municipal Code Sec. 62-1 through 62-126, 86-423 and all other applicable City Ordinances. I understand that the City of Venice must be kept in accordance with applicable City Standard Details and that I am responsible for the maintenance and replacement of all improvements that are installed in the City of Venice ROW.

Applicant Signature

Permit Approved Date

Authorized by City Rep.

SEE REVERSE SIDE FOR REQUIREMENTS

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Trace date: 11/15/16

Time: 13:05:39

REQUIREMENTS

CONSTRUCTION PERMIT (review/modification)

In accordance with Municipal Code: "A Florida registered professional engineer shall be employed to design and inspect the installation of all required improvements such as streets, sidewalks, drainage structures, bridges, bulkheads, and water and sewerage (waste water and reclaimed water) facilities. All plans for improvements shall be prepared by such engineer and approved by the city engineer prior to construction. All survey monuments shall be installed as required in F.S. ch177."

Complete cover sheet and submit with all plans, specifications, information and data necessary to determine the character of the improvements; including but not limited to:

- Construction plans in accordance with City Standard Details
- Construction schedule

Copies of all applicable permits and approved plans from agencies, such as SWFWMD, FDEP, NPDES NOI Letter & SWPPP, County or FDOT must be submitted to the City Engineer prior to commencement of any construction activities.

A representative of the City Engineer's Office will inspect/verify installation of items that will be turned over to the City for operation and maintenance. The Owner/ Developer will be billed for inspection services. The City Utilities Department will TV sanitary sewer lines and report to the City Engineer. The Owner/ Developer will be billed for the TV inspection.

SITE PREP PERMIT

Municipal Code Section 74-264 Best Management Practices for Construction Sites, specifies that before any activity such as removal of vegetation, site grading, delivery of fill, or ground breaking, the property owner or his agent will meet certain requirements. These requirements apply to all construction sites, regardless of size.

1. In all cases, an erosion and sediment control plan is required. The plan must include a description of controls that will be used at the site, e.g., erosion/sediment controls and vehicle tracking controls; a description of maintenance and inspection procedures; contact person and phone #. (Single family residences are exempt from this item)
2. Copies of all applicable permits and approved plans from agencies, such as SWFWMD, FDEP, NPDES NOI Letter & SWPPP, County or FDOT must be submitted to the City Engineer prior to commencement of any construction activities.
3. Per City Code Sec. 74-265 a completed Certificate of Construction must be provided to the Engineering Dept. prior to receiving a certificate of occupancy.

Locates are required per Florida statutes. Copy of County tree permit required.

PROPERTY ADDITIONS

1. A topographic survey with improvements signed and sealed by a Florida licensed professional land surveyor is required. The required topographic survey shall include the proposed finished floor of the addition, the elevations of the adjacent lots, and the finished floor elevation of any existing structures located on the subject parcel and adjacent lots.
2. A site and drainage plan signed and sealed by a Florida licensed professional engineer must be submitted for review and approval by the city engineering department if the elevation of the building pad or site fill will be higher than adjoining properties.
3. Any single lot, not covered under Southwest Florida Water Management District rules, exceeding 45 percent in impervious coverage (including buildings, drives, sidewalks, patios, pools, pavers, etc.) shall require stormwater retention facilities to be designed by a Florida licensed professional engineer. The design shall meet the city EPANPDES permit requirements for quantity and quality of treatment.

RIGHT OF WAY USE RIGHT OF WAY USE AUTHORIZATION (minor/other)

The following affected utilities will be notified (required by Florida Statutes):

1. SUNSHINE ONE CALL: 1-800-432-4770 2. CITY OF VENICE PUBLIC WORKS: (941) 486-2422 or (941) 486-2626

MINIMUM 24 HOURS NOTICE REQUIRED FOR INSPECTION REQUESTS

Inspection of concrete forms is required prior to concrete pour.

Minor: Single Family Residential: curb cuts, landscaping (homeowner), driveways.

LICENSE APPLICATION REQUIRED

License agreement cannot be processed without the following:

- ♦ Completed Right-of-Way Application – (additional fee required)
 - ♦ Completed License Agreement Section
 - The city easement / right-of-way being encroached upon must be specifically described.
 - The improvements to be constructed within the easement / right-of-way must be specifically described (for example, a four foot high masonry wall twenty-two feet in length).
 - The property owner(s) as stated on the deed must sign the agreement.
- Property owner should provide:
- ♦ 3 copies of each of the following for both residential and commercial projects:
 - Deed
 - Construction Plans
 - Certificate of Insurance showing liability coverage –
Insurance Accord for:
 - Residential: \$100,000
 - Commercial: \$1 million and name City of Venice as additional insured
 - ♦ 2 copies of the As-built / record drawings (signed and sealed by a Florida licensed professional engineer, landscape architect or land surveyor) of the improvements (within 30 days of completion of the construction)

EXHIBIT B



Florida Department of
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Electronic Submission

Air General Permit Registration

You have successfully submitted an Air General Permit Registration to operate a **Nonmetallic Mineral Processing Plant (Crusher)** Facility under the authority of **Rule 62-210.310, F.A.C.**. Your registration was received on **January 18, 2017**. Unless you are notified by the Department of ineligibility to use the air general permit, you may use the air general permit thirty (30) days after giving notice to the Department.

Below is a copy of the details of your registration for your records.

Facility Information

Facility ID: 7775936
Facility or Business Name: McLeod Land Services
Site Name: McLeod Land Services
Address Line 1: 700 Gene Green Rd.
Address Line 2:
City/State/Zip Code: Nokomis, FL 34275

Mailing Address

Address Line 1: 7405 28th Street Ct E
Address Line 2:
City/State/Zip Code: Sarasota, FL 34243 3350

Owner

Name: McLeod Land Services
Address Line 1: 7405 28th Street Ct E
Address Line 2:
City/State/Zip Code: Sarasota, FL 34243 3350

Facility Contact(s)

Name: Rob Abbass
Address Line 1: 7405 28th Street Ct E
Address Line 2:
City/State/Zip Code: Sarasota, FL 34243 3350
Phone Number: (941) 922-1861
Extension:
Cell Number:
Fax Number:
E-mail Address: robabbass@mcicodlandservices.com

Correspondence Contact(s)

Name: DANIEL BEATTY
Address Line 1: 315 SE 20th Pl
Address Line 2:
City/State/Zip Code: Cape Coral, FL 33990 2739
Phone Number: (239) 246-3646
Extension:
Cell Number:
Fax Number:
E-mail Address: beattyenvironmental12@gmail.com

Notification Submitted By

Name: Daniel Beatty
Phone Number: (239) 246-3646
E-mail Address: beattyenvironmental12@gmail.com

All information submitted was certified true, accurate, and correct to the best of the knowledge of the person whose name appears above.

If you have any questions or concerns about the information contained in this report, please contact the Small Business Environmental Assistance Program at (800) 722-7457 or by e-mail at FL.AGP@dep.state.fl.us.

Facility Information¹

Estimated Start-up Date: 02/01/2017

Type of Facility:

	Stationary Facility
X	Relocatable Facility

Co-Location:

The facility is not co-located with another concrete batch plant, nonmetallic mineral processing plant that is operating under a different air general permit.

Crusher Details:

Component Description	Manufacturer	Date of Manufacture	Model #	Serial #	Machine Rated Capacity	Subject to Subpart 000
Primary Crusher	KPI	01/01/2012	FT4240CC	unknown	400	Yes
Reciprocating Internal Combustion Engine (RICE)	CAT	01/01/2012	C-11	unknown	385	No

Facility Description:

Facility is a portable non-metallic crusher used to crush concrete for recycling or RAP (recycled asphalt product) for re-sale. Facility consists of crusher, stacking conveyors and stock piles. Dust will be kept under control by maintaining yard and using water to suppress dust.

Precautions (Management of roads/parking areas, stock piles, and yards):

X	Maintain Roads/Parking/Yards
	Remove Particulate Matter
	Pave Parking Areas
X	Use Water Application
	Reduce Stock Pile Height
	Use Dust Suppressant
	Install Wind Breaks

Spray Bar Locations:

	Feeders
	Classifier Screens
X	Entrance to Crusher
X	Conveyor Drop Points
X	Exit of Crusher

¹Items appearing in RED indicate a value or response that may cause your Air General Permit to be out of compliance.

EXHIBIT C



Florida Department of
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

February 08, 2017

Jeannie Webster
James McLeod
7405 28th Street Ct E
Sarasota, FL 34243 3350

RE: Facility ID: FLR20BE22-001
McLeod Recycling Yard
County: Sarasota

Dear Permittee:

The Florida Department of Environmental Protection has received and processed your *Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations* (NOI) and the accompanying processing fee. This letter acknowledges that:

- your NOI is complete;
- your processing fee is paid-in-full; and
- you are covered under the *Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations from non-contaminated sites* (CGD), DEP Document No. 62-621.300(4)(a).

Your project identification number is **FLR20BE22-001**. Please include this number on all future correspondence to the Department regarding this permit.

This letter is **not** your permit; however, this letter does serve as **verification of permit coverage**. A copy of the permit language is available online at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04265> or by contacting the NPDES Stormwater Notices Center.

Your permit coverage becomes effective **February 11, 2017** and will expire **February 10, 2022**. To terminate your coverage prior to this expiration date, you must file a *National Pollutant Discharge Elimination System (NPDES) Stormwater Notice of Termination*, DEP Form 62-621.300(6) (NOT). An NOT must be filed within 14 days of either (a) your final stabilization of the site or (b) your relinquishment of control of the construction activities to a new operator. Terminating coverage under the CGP will also

terminate your dewatering operations. You may not exclusively terminate dewatering operation under this form.

To renew your coverage beyond the expiration date, you must submit a new NOI and processing fee to the Department no later than two days before coverage expires.

Until your permit coverage is terminated, modified, or revoked, you are authorized to discharge stormwater from the construction site referenced in your NOI to surface waters in accordance with the terms and conditions of the CGP. Some key conditions of the CGP are:

- implementation of your stormwater pollution prevention plan (SWPPP);
- implementation of appropriate construction and dewatering best management practices (BMPs);
- conducting and documenting routine inspections; and
- retaining all records required by the permit (including your SWPPP) at the construction site or the alternate location specified in your NOI.

Projects that discharge stormwater associated with construction activity to a municipal separate stormwater system (MS4) shall submit a copy of the NOI or the Acknowledgement Letter within 7 days of receipt to the operator of the MS4.

If you have any questions concerning this Acknowledgment Letter, please contact the NPDES Stormwater Notices Center at (866) 336-6312 (toll-free).

Sincerely,

NPDES Stormwater Program



EXHIBIT D

Florida Power & Light Company

October 19, 2016

Monte A. Lengacher
McLeod Land Services Inc.
700 Gene Green Rd
North Venice, Florida 34275

Re: 700 Gene Green Rd

Dear Mr. Lengacher:

Pursuant to your request in your letter dated 10/19/16 for a binding cost estimate, and your payment of \$720 for the non-refundable engineering deposit, our engineering cost estimates have been completed. The amount required by FPL for 3 phase underground line extension to 277/480 3ph padmount, customer installs FPL pvc & splice boxes as described in your letter:

This binding cost estimate is valid for 180 days, providing there is no work scope change. Should you request FPL to proceed with the work, please acknowledge thru email. If you do not request the work to be performed, or if the agreement is not executed and its terms and conditions complied with within the 180 day time period, your \$720 engineering deposit will be forfeited and the estimate withdrawn. If the agreement is executed and its terms and conditions complied with within that time period, FPL will apply the deposit toward the amount you would owe for the work. The remaining amount of _____ must be paid prior to commencement of construction by FPL.

Attached is the proposed route of the underground 3 phase line extension. Entire new route will require 10' wide easement for all facilities along the entire route

I look forward to hearing from you. Please contact me at (941) 927-4236 if you have any questions.
Sincerely,

A handwritten signature in cursive script that reads "Pam Durham".

Pamela Durham
Power Systems

Attachment (11 pages)

1-D

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 11th day of Nov., 2014, by and between 700 GENE GREEN LLC (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 700 GENE GREEN RD located in NOKOMIS, Florida.
(City/County)

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 \$ _____ } (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$ _____ } shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be _____.
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 120/240 volt, 3 phase (120/240 volt, ~~single phase~~ ^{three phase for UFD 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 are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.
If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.
Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.
6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (____ days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
9. FPL shall:
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Pam Durkane
For FPL (Date)

Accepted

[Signature] 11-17-16
Customer (Date)
[Signature] 11-17-16
Witness (Date)
Debbie Van der Horst 11/17/16
Witness (Date)