

APPENDIX 10.12

LEASES, EASEMENTS, TITLE, AGENCY WORKS

ATTACHMENT 10.12-1

NOTE: Organized by date and Official Record Book (O.R.B.) Citation

ORB 507-409

I/D EASEMENT – March 15, 1945

275497

DEED 507 PAGE 309

THIS INDENTURE, made this 15 day of March, 1945, between BROWARD COUNTY PORT AUTHORITY, a public corporation existing under the laws of the State of Florida, having its principal place of business in the county of Broward and state of Florida, and lawfully authorized to transact business in the State of Florida, and the governing authority of the Broward County Port District, party of the first part and FLORIDA POWER & LIGHT COMPANY, a corporation existing under the laws of the state of Florida, having its principal place of business in the county of Dade and state of Florida, and lawfully authorized to transact business in the state of Florida, party of the second part, (P.O. Box 3100, Miami, Florida)

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the county of Broward and state of Florida, to-wit:

Beginning at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 25, Township 50 South, Range 42 East, of the Tallahassee Meridian, as a point of reference; thence along the North boundary of said Section 25, N 88° 20' 49" E, 1320.39 feet to the Northwest corner of Government Lot 1 of said Section 25; thence S 0° 45' 51" E along the West line of said Government Lot 1, 1450.19 feet; thence N 88° 20' 49" E, 34.63 feet to the point of beginning of the land to be described;

From the point of beginning continue N 88° 20' 49" E, 978.7 feet more or less to a point which is 400 feet west of the East pierhead line of Pier 3, Port

Everglades, Florida; thence S 00° 43' 51" E, 1047 feet; thence S 88° 20' 49" W, 978.7 feet, more or less to a point 34.83 feet East of the West line of said Government Lot 1; thence N 00° 43' 51" W, parallel to and 34.83 feet East of the West line of said Government Lot 1, 1047 feet to the point of beginning, all as marked in green on "Exhibit A" attached hereto and made a part hereof.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

And the said party of the first part does hereby agree with the party of the second part that the party of the first part at its sole cost and expense and at no cost and expense to the party of the second part will fill or cause to be filled all of the land herein conveyed to the party of the second part and hereinabove described to an average elevation of approximately seven (7) feet above mean low water, which fill will be deposited as evenly in height as practicable on all said land, which land will be so filled by the party of the first part at such time as may be required by the party of the second part and in no event later than five (5) years from the date of this indenture.

And the party of the first part for and in consideration of the further sum of Twenty-five dollars (\$25.00) per year for each easement, which annual sum or sums shall not be payable by the party of the second part to the party of the first part until the easement or easements are actually exercised by the party of the second part, does hereby grant and give unto the party of the second part and its successors and assigns, (A) and easement for the purpose of the party of the second part locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the party of the second part a water intake duct outlet, through, and within the following described land, situated in Broward County, Florida:

A strip of land 100 feet in width to be used for a subgrade water intake duct, the center line of which is described as follows:

Beginning at a point on the sliphead line of Slip No. 1, Port Everglades, Florida, at a point 100 feet South of the North line of Government Lot 1 of Section 23, Township 50 South, Range 42 East; thence S 88° 20' 49" W to a point 84.83 feet East of the West line of Government Lot 1 of Section 23, Township 50 South, Range 42 East; Thence S 00° 43' 51" E parallel to the west line of said Government Lot 1, a distance of 1350.19 feet. Also, beginning at a point on the sliphead line 50 feet north of the southwest corner of Slip No. 3, Port Everglades, Florida, thence S 88° 20' 49" W to intersect with the northerly and southerly center line described above, all as marked in red on "Exhibit A" attached hereto and made a part hereof;

and (B) an easement for the purpose of the party of the second part locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the party of the second part a water Discharge Canal over, upon and across the following described land situated in Broward County, Florida:

A strip of land 100 feet in width to be used for an open and underground duct water discharge canal, the center line of which is described as follows:

Beginning at a point 50 feet South of the Southwest corner of a tract of land conveyed to Florida Power & Light Company in this indenture; and which point is 2547.19 feet South of the North line of Government Lot 1 of Section 23, Township 50 South, Range 42 East; thence North 88° 20' 49" East to intersect with the Westerly right of way line of the Intracoastal Waterway, all as marked in blue on "Exhibit A" attached hereto and made a part hereof;

which easements are granted and shall be held and exercised subject to the following conditions:

(1) That failure of the party of the second part to exercise the above easements and the rights granted hereunder with respect to the same shall not cause such easements and

rights to revert to the party of the first part because of non-use or otherwise, or to become inoperative or non-effective for any reasons whatsoever, because it is understood and agreed between the parties hereto that the party of the second part's use of said easements and rights may be exercised at some now unpredictable and indefinite time in the future;

(2) That in the event the party of the second part grants, bargains, conveys and sells the property marked in green on "Exhibit A" attached hereto and made a part hereof to any person, firm or corporation and does not convey to such person, firm or corporation by the same instrument of conveyance or by a separate instrument of conveyance the easements hereinabove described and granted herein, then such easements and the rights and privileges evidenced by same shall terminate and immediately revert fully and unimpaired to the party of the first part, its successors and assigns;

(3) The party of the first part and persons, firms and corporations holding by, through or under the party of the first part, may exercise any rights and privileges over, upon and across the lands covered by the aforesaid easements and hereinabove described in (A) and (B) which would not conflict with, lessen, impair, or interfere with the party of the second part's use or proposed use of the said easements and rights granted herein, and which could not cause the party of the second part to be put to any expense whatsoever at the time of the exercise of such rights and privileges or at any time thereafter by reason

of the exercise of such rights and privileges by the party of the first part and those holding by, through or under the party of the first part; provided, however, that the party of the second part shall never be required by the party of the first part or any other person, firm or corporation, to bear any cost or expense incurred by it or them in relocating, reconstructing or repairing these facilities to conform to the installation, operation and maintenance of the said Water Intake Duct and Water Discharge Canal and the party of the first part and any other person, firm or corporation shall relocate, reconstruct and repair their facilities located in, under, on, over and through said easements and easement area so as to conform to party of the second part's installation, operation and maintenance of said Water Intake Duct and Water Discharge Canal; provided further, that any easement or right to any person, firm or corporation shall refer specifically to this indenture and its terms and conditions and contain an obligation or covenant by such person, firm or corporation to abide by the provisions of this indenture and particularly this sub-section (3). Such buildings as may be on, under or across the easements as at the date of this instrument and such railroads, pipe lines, conduits which may be on, under or across the easements before work begins on the construction of the water intake duct and/or water discharge canal shall be protected, relocated and/or reconstructed to the satisfaction of the owners and of the Port Authority at the sole cost of the party of the second part. The second party shall protect and save harmless

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the first party from all damages and suits for damages arising out of construction and operation of the duct and canal and/or alterations of structures within or adjacent to the easements by reason of construction and alterations;

(4) That in the event the party of the second part's exercise of said easements does not require the use of the entire strip of land or lands above described, then the party of the second part, upon the written request of the party of the first part, will convey, release and quit-claim unto the party of the first part the portion or portions of said strips of land not required by the party of the second part;

(5) That the party of the second part will so install, operate and maintain the said Water Discharge Canal described in the easement set forth in (2) above as not to flood land or lands adjacent to or in the vicinities of said Water Discharge Canal and the party of the second part shall protect and save harmless the party of the first part from damages and suits for damages by reason of lands being flooded through use and operation of said duct and canal. No effluent other than water used in condensation of steam or ^{from} other power-plant operations shall be discharged into the discharge canal.

(6) That the party of the first part shall have the right to construct, reconstruct and repair at its cost and expense bridges, viaducts, culverts and other structures over and under the Water Discharge Canal and the strip of land described in (2) so long as such structures do not interfere with the installation, operation and maintenance of said Water Discharge Canal. Before its actual construction the party of the first part has the right to relocate that portion of the Discharge Canal lying East of the property herein deeded,

except that the length of the canal shall not be materially increased (not over ten percent), and if increased beyond said ten percent, then the cost beyond that increase shall be paid by the party of the first part. That it is understood and agreed between the parties that if the party of the first part changes location of said Discharge Canal after its location has been once determined, that the cost of changing other structures on, over or across said Discharge Canal shall be at the cost of the party of the first part. That in the construction and operation of the Discharge Canal the party of the second part shall so construct it and its walls and operate the canal in such manner that waters conveyed through the canal shall be confined within its banks and/or walls until said waters are discharged into the Intracoastal Waterway or in such other stream or area as may later be permitted by the party of the first part.

(7) That the party of the second part shall install, operate and maintain its said Water Intake Duct in accordance with standard engineering practice and at no point higher than elevation plus 2.0 feet as referred to present Bench Marks in use at Port Everglades by the party of the first part and by the United States Engineers Department and so as to withstand any superimposed load which might be placed on it through activities of the party of the first part and persons, firms or corporations engaging in activities and operations at Port Everglades and over and across the easement area in which said Water Intake Duct is installed and that all excavated material not required by the party of the second part shall be disposed of by it on the lands of the party of the first part and accessible by truck roads within four thousand (4,000) feet of the place where the material is excavated;

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(8) That the term of said easements shall be the maximum term now or hereinafter permitted or authorized under the present or future laws governing the party of the first part, provided, however, that in any event the minimum term of said easements or either of them shall be for a period of thirty (30) years from the date of this indenture;

(9) That the said easements shall not be exclusive;

(10) The party of the second part has no right to place any structure on the surface of the ground area covered by the easement for the above subgrade water intake duct, and

(11) The party of the second part by the acceptance and recordation of this indenture among the public records of Broward County, Florida, consents and agrees to the conditions above setforth in paragraphs one to ten inclusive.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

Signed, sealed and
delivered in the presence
of:

Charles B. Quinn
P. S. Quinn

BROWARD COUNTY PORT AUTHORITY

By *James A. Quinn*
Chairman

Attest:

James A. Quinn
Secretary

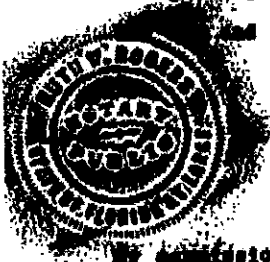


STATE OF FLORIDA }
COUNTY OF BROWARD } ss.

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I HEREBY CERTIFY that on this *27th* day of *November* 1945, before me personally appeared George W. Kelly and Fred J. Stewart, Chairman and Acting Secretary, respectively, of BROWARD COUNTY PORT AUTHORITY, a public corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort
Everglades, in the county of Broward and state of Florida,
and year last aforesaid.



Ruth V. Roger
NOTARY PUBLIC STATE OF
FLORIDA AT LARGE.

My commission expires: Before 1946, State of Florida at Large.
My commission expires April 1, 1946.
Backed by American Surety Co. of N. Y.

BOOK 507-18

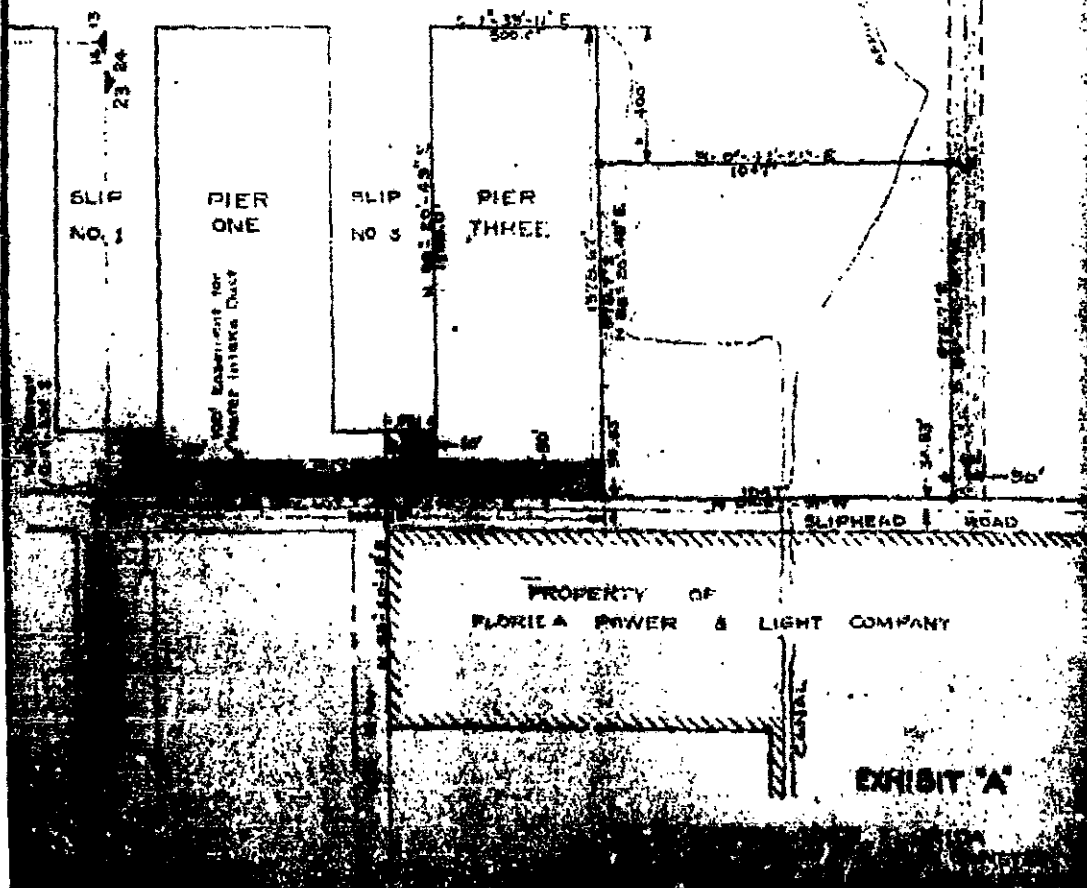
FILE NO.	DATE	REVISION	BY	CHK	COM	APP.

TWR 50 S R. 42 E
BROWARD COUNTY

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record at Tallahassee
at Nov. 1946 and recorded in book 512
at Tallahassee on page 202 RECORD VERIFIED.
TED CABOT, Clerk of the Circuit Court

By Dorothy Adams D.C.



ORB 1033-327

I/D EASEMENT – SEPTEMBER 30, 1957

Broward County Port Authority, a public corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, and the governing authority of the Broward County Port District, hereafter called Authority

and

Florida Power & Light Company, a Florida corporation, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, hereafter called Company, P. O. Box 3100, Miami, Florida

Easement
Clerk's File No. 862303

O. R. Book #1033, page 327
Broward County Records

Dated September 30, 1957
Filed October 1, 1957

This Easement Indenture, Made this 30th day of September, 1957, between Broward County Port Authority, a public corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, and the governing authority of the Broward County Port District, hereafter called Authority and Florida Power & Light Company, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, hereafter called Company, P. O. Box 3100, Miami, Florida.

Witnesseth:

That the said Authority, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by the said Company, the receipt whereof is hereby acknowledged, does hereby grant to said Company, its successors and assigns,

(A) easements for the purpose of the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority, Water Intake and Discharge Ducts under, through, and within the following described land owned by the Authority and situated in Broward County, Florida:

(a) A strip of land 100 feet in width over the following described parcel of land to be used for Subgrade Intake Duct, the center line of which is described as follows:

Begin at a point on the sliphead line 50 feet North of the Southwest corner of Slip No. 3, Port Everglades, Florida, thence run S 88°21'40" West to the East line of Lot 14, Port Everglades Subdivision No. 1 as recorded in Plat Book 26 at Page 6 of the Public Records of Broward County, Florida; and

(b) Also a strip of land 100 feet in width to be used for Subgrade Intake Duct, which strip of land is more particularly described as follows:

Also begin; at a point which is the intersection of the proposed North-South and the proposed East-West Bulkhead line, lying in Government Lot 3, of Section 24, Township 50 South, Range 42 East, which point is 100 feet South of the Southeast corner of Lot 11, Port Everglades Subdivision No. 1, as recorded in the Public Records of Broward County, Florida, in Plat Book 26 at Page 6, measured along the East line of Lot 11 extended South; from said point run Southwesterly along Course "A" to a point which is 281.19 feet West of and 120 feet South of the Northeast corner of Lot 18 of Port Everglades Subdivision No. 1 as recorded in the Public Records of Broward County, Florida in Plat Book 26 at Page 6; thence run Northerly parallel to and 281.19 feet West of the East line of said Lot 18 to a point, said point being a location which is 100 feet from Course "A" as measured at right angles thereto; thence run Northeasterly parallel to and 100 feet Northwesterly from Course "A" to a point in the proposed North-South bulkhead line; thence South along the proposed North-South bulkhead line to the point of beginning; and

(c) Also a strip of land 100 feet in width to be used for a Subgrade Discharge Duct, which strip of land is more particularly described as follows:

Begin at the Southeast corner of Lot 18 of Port Everglades Subdivision No. 1 as recorded in the Public Records of Broward County, Florida, in Plat Book 26 at Page 6, run Northwesterly at an angle of $23^{\circ} 35'$ to the left of East line of said Lot 18, 272.8 feet more or less to a point in said Lot 18, which point is 250 feet North of South line, and 109.1 feet West of the East line of said Lot 18; thence Easterly, 250 feet North of and parallel to the South line of said Lot 18, 109.1 feet to the East line of said Lot 18; thence turn an angle of $66^{\circ} 25'$ from the last mentioned course and run Southeasterly 272.8 feet more or less to the North line of the Southwest $1/4$ of the Southwest $1/4$ of Section 24, Township 50 South, Range 42 East; thence Westerly along the North line of said Southwest $1/4$ of Southwest $1/4$, 109.1 feet more or less to the point of beginning.

Said easements are shown in red on Exhibit "A" attached hereto and made a part hereof.

And

(B) an easement for the purpose of the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority a Water Discharge Canal over, upon and across the following described land owned by the Authority and situated in Broward County, Florida:

A strip of land 125 feet in width to be used for an open Water Discharge Canal which strip of land is more particularly described as follows:

The West 125 feet and the South 125 feet of the $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 24, Twp. 50 South, Range 42 East, the turn in said canal in the SW corner of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 24 to be curved with a radius of 125 feet; and the South 125 feet of Govt. Lot 4 ($SE\frac{1}{4}$ of $SW\frac{1}{4}$ of said Section 24) of said Section 24 lying West of the West right of way line of the Intra-coastal Waterway, Broward County, Florida.

Said easement is marked in blue on Exhibit "A" attached hereto and made a part hereof.

~~CONFIDENTIAL~~

In the event the Authority acquires property to the south of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 50 South, Range 42 East, Broward County, Florida, and advises the Company in writing that the Authority deems it advisable that the portion of the Water Discharge Canal along the south line of the aforesaid SW $\frac{1}{4}$ of SW $\frac{1}{4}$ be relocated, then Company agrees to such relocation in the event the Authority furnishes to the Company without cost to the Company a new location for such portion which will not impair or adversely affect the Company's operations or the use of water therefor and in the further event the Authority constructs at its sole cost and expense and at no cost and expense to the Company such relocated portion of the Water Discharge Canal. The Authority shall release to the Company the portion of the Water Discharge Canal which covers the abandoned Water Discharge Canal and the portion of the Water Discharge Canal which covers the abandoned Water Discharge Canal shall be the property of the Authority and at no cost and expense to the Company.

And

(C) an easement for the purpose of the Company constructing, operating and maintaining of one or more overhead electric transmission and distribution lines over, upon and across the following described property:

The South 250 feet of the East 260 feet of the West 347.08 feet of Lot 17 of Port Everglades Sub. No. 1 as recorded in Plat Book 26 at Page 6 of the Public Records of Broward County, Florida,

which easement is shown in yellow on Exhibit "A" attached hereto and made a part hereof. The Authority reserves the right and privilege to use the property described in this item (C) for any and all purposes that will not interfere with Company's use, occupation and enjoyment thereof, provided, however, that no buildings, poles or other structures will be erected on above property by the Company, it being understood that the aforesaid easement is limited to the right to extend one or more overhead electric transmission and distribution lines across the property described in this item (C).

And

(D) Within 60 days after written request made by the Company, the Port Authority agrees to grant over lands it now owns, or hereafter acquires, an easement for the purpose of the Company (which term "Company", for the purposes of this section and the provisions of any other applicable section of this Indenture, shall mean not only Florida Power & Light Company but shall include any person, firm or corporation furnishing or under contract to furnish oil, gas, coal or other slurry to Florida Power & Light Company, its successors and assigns) constructing, operating and maintaining an oil, gas, coal or other slurry (solids temporarily reduced to flowing form) pipe line and its appurtenances, including an attendant steam line, either (a) along the East and South boundary of its Port Railroad right-of-way running from North property line of Lot 14, Port Everglades, Subdivision No. 1 to the Seaboard Air Line Railroad right-of-way and at a location within said right-of-way approved in writing by the Authority or (b) from the point designated A on the print attached hereto and marked Exhibit "B" easterly to aforesaid Lot 17, the course of this alternative route being designated by the dotted line shown on Exhibit "B". Upon the selection by the Company of one of the above authorized routes or easements the Company shall release to the Authority by appropriate executed written instrument the route or easement not used. Any fuels or materials of any kind moving through land or

Ex. 1 (Continued)

water into any part of this easement shall be subject to the same wharfage charge as set forth in that certain pipe line easement agreement between Broward County Port Authority and Florida Power & Light Company dated October 21, 1955.

All of said easements are expressly granted and shall be held and exercised subject to the following conditions:

(1) That failure of the Company to exercise the above easements and the rights granted hereunder with respect to the same or any one or more of the easements and rights shall not cause such easements and rights or any of them to revert to the Authority because of the non-use or otherwise, or to be terminated or otherwise for any reasons whatsoever, because it is hereby agreed between the parties hereto that the Company's use of said easements and rights or any one or more of the easements and rights may be exercised at some indefinite time in the future and that the same or any of them (although not exercised by the Company) shall extend for the hereinafter specified full term of their grant;

(2) The Authority and persons, firms and corporations holding by, through or under the Authority, may exercise any rights and privileges over, upon and across the lands covered by the aforesaid easements hereinabove described in (A) and (B) which would not conflict with, lessen, impair, or interfere with the Company's use or proposed use of the said easements and rights granted herein, and which would not cause the Company to be put to any expense whatsoever at the time of the exercise of such rights and privileges by the Company or at any time thereafter by reason of the exercise of such rights and privileges by the Authority and those holding by, through or under the Authority; provided, however, that the Company shall never be required by the Authority or any other person, firm or corporation, to bear any cost or expense incurred by it or them in relocating, reconstructing or repairing these facilities to conform to the installation, operation and maintenance of the said Water Intake and Discharge Ducts and Water Discharge Canal and the Authority and any other person, firm or corporation shall relocate, reconstruct and repair at its and their own cost and expense and at no cost and expense whatsoever to the Company its and their facilities located in, under, on, over and through said easements and easement area so as to conform to Company's installation, operation and maintenance of said Water Intake and Discharge Ducts and Water Discharge Canal; provided further, that any easement or right hereinafter granted by the Authority to any person, firm or corporation shall refer specifically to this Indenture and its terms and conditions and contain an obligation or covenant by such person, firm or corporation to abide by the provisions of this Indenture and particularly this section (2). Such buildings as may be on, under or across the easements as at the date of this instrument and such railroads, pipe lines and conduits which may be on, under or across the easements before work by the Company begins on the construction of the Water Intake and Discharge Ducts and/or Water Discharge Canal shall be protected, relocated and/or reconstructed to the satisfaction of the owners and of the Authority at the sole cost and expense of the Company and at no cost and expense whatsoever of such owners or the Authority. The Company shall protect and save harmless the Authority from all damages and suits for damages arising out of construction, operation and maintenance of the Water Intake and Discharge Ducts and Water Discharge Canal and/or alterations of structures within or adjacent to the easements by reason of construction and alterations;

(3) That in the event the Company's exercise of said easement does not require the use of the entire strip of land or lands above described, then

the Company upon the written request of the Authority, will forthwith convey, release and quit-claim unto the Authority the portion or portions of said strips of land not required by the Company;

(4) That the Company will so install, operate and maintain at its cost and expense and at no cost and expense whatsoever to the Authority the said Water Discharge Canal described in the easement set forth in (B) above as not to flood land or lands adjacent to or in the vicinities of said Water Discharge Canal and the Company shall protect, indemnify and save harmless the Authority from damages and suits for damages by reason of lands being flooded through use and operation of said duct and canal by the Company. No effluvium other than water used in condensation of steam or from other power-plant operations shall be discharged by the Company into the Water Discharge Canal;

(5) That the Authority shall have the right to construct, re-construct and repair at its cost and expense and at no cost and expense whatsoever to the Company bridges, viaducts, culverts and other structures over and under the Water Discharge Canal and the strip of land described in (B) above so long as such structures do not interfere with the installation, operation, maintenance or use of said Water Discharge Canal by the Company;

(6) That the Company shall install, operate and maintain at its sole cost and expense and at no cost and expense whatsoever to the Authority its said Water Intake and Discharge Ducts in accordance with standard engineering practice and at no point higher than elevation plus 2.0 feet (except at bulkhead lines at which points the water intake shall be at least 10 feet below mean low water) as referred to present Bench Marks in use at Port Everglades by the Authority and by the United States Engineers Department and so as to withstand any superimposed load which might be placed on it through activities of the Authority and persons, firms or corporations engaging in activities and operations at Port Everglades and over and across the easement areas in which said Water Intake and Discharge Ducts are installed;

(7) The Company has no right to place and shall not place any structure on the surface of the ground area covered by the easements for the above Subgrade Water Intake and Discharge Ducts:

(8) That the term of said easements shall be the maximum term now or hereinafter permitted or authorized under the present or future laws governing the Authority, provided, however, that in any event the minimum term of said easements or either of them shall be for a period of 30 years from the date of this Indenture;

(9) The Company shall have the right within sixty days after the termination of this Indenture to remove at the Company's cost and expense any facilities and appurtenances placed by the Company on the lands of the said Authority under the provisions of this Indenture, but upon such removal the surfaces of said land shall be restored to a sound and level condition; however, the Company shall not be required to fill in the canal constructed by the Company under this Indenture;

(10) This Indenture shall vest in Company no right, title or interest in and to the above described parcels of land and railroad right of way, other than the privilege of using the same for the easement purposes stated in this Indenture and on the terms and conditions herein set forth.

It is expressly understood that the fee to said parcels of land and right of way shall remain in the Authority for such use as the said Authority may desire to make of it, subject only to the easements hereby granted to the Company;

(11) All facilities constructed hereunder by the Company shall be constructed, operated, maintained and repaired in a good and workmanlike manner and in accordance with recognized standards;

(12) All facilities constructed hereunder by the Company shall be constructed, operated, repaired, maintained, replaced and removed at the expense of the Company and at no cost and expense whatsoever to the Authority;

(13) The easements hereby granted unto the Company may be terminated in any one or more of the following manners:

(a) By mutual consent of the parties hereto;

(b) In the event the Company shall violate any one or more of the provisions and terms of this instrument with respect to an easement or easements and such default shall continue for a period of 60 days from the date the Authority notifies the Company in writing of the existence of a default, the Authority shall have the right to terminate said privilege only as to the particular easement or easements in default by giving to the Company a second notice in writing, advising the Company of the continuance of such default for said sixty-day period. Such termination as to the particular easement or easements in default shall become effective as of the date of the giving of said second notice; however, such termination shall not affect the other easements not in default;

(14) Any notice required or intended to be sent to the Authority under this Indenture shall be sufficient if posted by registered mail addressed to Broward County Port Authority, Port Everglades Station, Fort Lauderdale, Florida. Any notice required or intended to be sent to the Company hereunder shall be sufficient if posted by registered mail addressed to Florida Power & Light Company, Ingraham Building, Miami, Florida, or at such other address of the Company as the Company may designate to the Authority in writing;

(15) The granting of this privilege to the Company shall not be construed as precluding the Authority from granting like or similar privileges to others, provided, however, that no other grant shall be made of the right of ways herein granted to the Company by the Authority. The Authority nevertheless reserves the right to cross or to permit others to cross said right of ways with other facilities, provided the right and privileges granted to the Company are not interfered with and provided that no such right shall be granted with respect to the aforesaid canal right of way in the event such right and its exercise would impair, prevent or jeopardize the use of the canal by the Company or those using the canal for the benefit of the Company;

(16) Time of performance by the Company of each and every provision and covenant herein contained is and shall be forever construed as of the very essence of the contract;

(17) The provisions and terms hereof shall extend to and be binding upon the successors in office of the Authority, and to such political subdivisions or corporate bodies as may by law succeed to the rights, powers and duties of the Authority or become in any manner vested with the administration

of affairs at Port Everglades, and shall extend to and be binding upon the successors and assigns of the Company. The term "Authority" shall mean and include such successors, political subdivisions or corporate bodies. The term "Company" shall mean and include the Company's successors and assigns whenever and wherever applicable to any person, firm or corporation described in (D) above.

(18) The Authority and/or Company shall not be liable for the violation and breach of any provisions hereof caused by an Act of God, rebellion, invasion, insurrection, conflagration and/or explosion or any other cause over which they have no control, except that the provisions of paragraph 19 hereof shall be fully binding upon the Company, anything to the contrary in this paragraph notwithstanding;

(19) The Company agrees to indemnify and compensate the Authority for any loss, damage or liability the Authority may sustain by reason of any act or thing arising out of or from the installation, maintenance, operation, repair, replacement or removal of Company's facilities, including the aforesaid canal, and occasioned, caused or done by the Company herein, its servants, agents or employees. The Company agrees to indemnify and compensate the Authority for any loss, damage, injury or liability which the Authority may sustain to any of its property, real, personal or mixed, by reason of any act or thing arising out of or from the installation, maintenance, operation, repair, replacement or removal of the Company's facilities and occasioned, caused or done by the Company, its servants, agents or employees. In the event the Company shall violate any of the provisions of this Indenture the said Company agrees to indemnify and pay the Authority all costs, damages and expenses incurred and sustained by it by reason of said default;

(20) In the event litigation shall be entered into by the Authority against the Company by reason of any violation by the Company of the terms hereof, in which litigation the Authority shall be successful, there shall also be entered therein a judgment for such reasonable counsel fees as may be allowed by the court to the Authority in such litigation, all of which the Company by the acceptance hereof promises and agrees to pay;

(21) It is expressly understood and agreed between the parties that the Company shall have the right to enter upon, and it is hereby given the right to enter upon, said parcels of property and right of way at all reasonable times, for the purpose of constructing, maintaining, operating, removing, replacing and repairing the facilities constructed by virtue of this Indenture.

In Witness Whereof, the respective parties hereto have caused this Indenture to be executed, as provided by law, as of the day and year first above written.

(Seal of Broward County
Port Authority)

To witnesses as to Authority

(Corporate Seal)

Two witnesses as to Company

Broward County Port Authority
By Wellington T. Hartman (Seal)
Chairman

Attest: J. H. Ferris, Jr. R. T. Spangler
Secretary - Port Manager

Florida Power & Light Company
By Ben H. Fuqua
Vice President
Attest: W. F. Blaylock
Secretary

Acknowledged on October 1, 1957 by Wellington P. Hartman, J. H. Ferris, Jr. and R. T. Spangler, Chairman and Secretary and Manager respectively of Broward County Port Authority, a public corporation under the laws of the State of Florida, before Ruth W. Rogers, a Notary Public in Broward County, Florida, with official seal affixed; commission expires April 9, 1960.

Acknowledged on September 30, 1957 by Ben H. Fuqua and W. F. Blaylock, Vice-President and Secretary respectively of Florida Power & Light Company, a Florida corporation, before Fred L. McQuaig, a Notary Public in Dade County, Florida, with official seal affixed; commission expires Sept. 27, 1961.

(Attached hereto is Exhibit "A" as hereinabove referred to)

(Attached hereto is Exhibit "B" as hereinabove referred to)

*

*

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*

DRAWN BY	2	0-19-57	GENERAL REVISIONS	ACJ			
TRACED	1	0-19-57	CHG. LOCATION OF NO. 12 IN ITEM C	ACJ	24		
CHECKED			FOUNDED 1-2-58				
CONNECT	NO.	DATE	REVISION	BY	CH.	COAR.	APP.

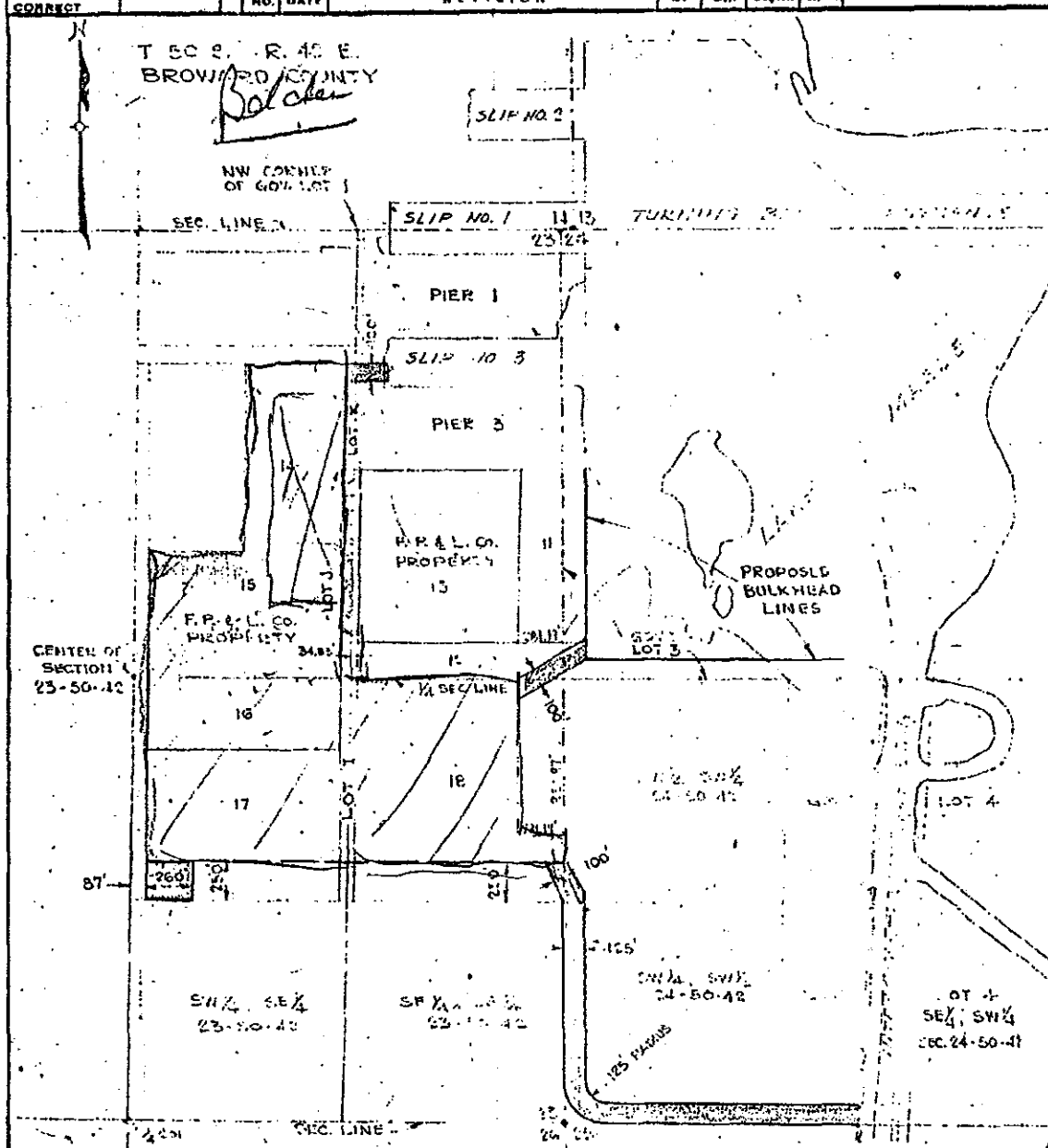


EXHIBIT A

FORT MYER, FLA.
ESTIMATES TO BE ACQUIRED

APPROVED

FLORIDA POWER & LIGHT COMPANY

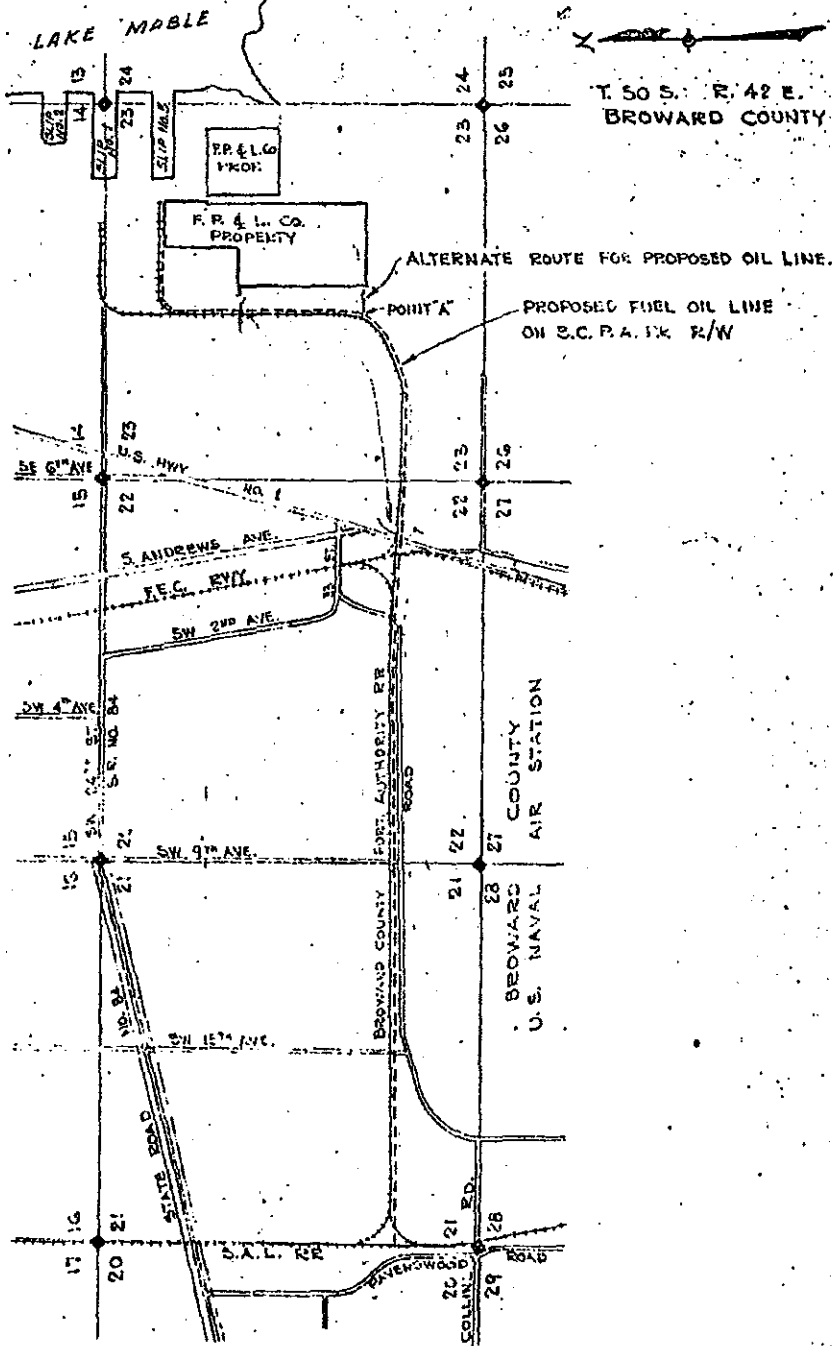
DATE: OCT. 29, 1956 SCALE: 1" = 500'

CHIEF ENGINEER

L-19765-2

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CHECKED	5/2/52
CORRECT	

NO.	DATE	REVISION	BY	CH.	CORR.	APP.
1	4-9-51	ADDED ALTERNATE ROUTE FOR OIL LINE	KCU			



RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

PORT EVERGLADES, FLORIDA
PROPOSED FUEL OIL LINE ON R/W
OF BROWARD COUNTY PORT AUTHORITY RR
FLORIDA POWER & LIGHT COMPANY

DATE: FEB. 19, 1951

SCALE: 1" = 2000'

L-20680-1

APPROVED

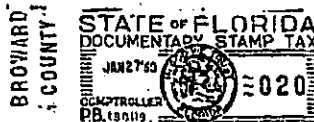
[Signature]
CHIEF ENGINEER

ORB 1812-447

I/D EASEMENT – JANUARY 15, 1960

70 60- 10415

OFF. REC. 1812 PAGE 447



THIS AMENDATORY EASEMENT INDENTURE, made this 15th day of January, 1960, between BROWARD COUNTY PORT AUTHORITY, a public corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, and the governing authority of the Broward County Port District, hereafter called "AUTHORITY;" and FLORIDA POWER & LIGHT COMPANY, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, hereafter called "COMPANY;" P. O. Box 3100, Miami, Florida.

WHEREAS, by Easement Indenture made the 30th day of September, 1957, the said BROWARD COUNTY PORT AUTHORITY granted to said FLORIDA POWER & LIGHT COMPANY (P. O. Box 3100, Miami, Florida), certain easements, subject to the terms and conditions therein specified; and

WHEREAS, said Company has determined that the economical and proper construction and operation of its Port Everglades Power Plant require that the width of two of the granted easements be increased by twenty-five (25) additional feet; and

WHEREAS, the original Easement Indenture described above contained certain limitations as to elevation of construction, and Authority and Company have determined that such limitations should be modified; and

60 JAN 27 PM 2:17

WHEREAS, Company has requested that the width of two of the granted easements be so increased, and has requested that certain limitations upon elevation of construction be modified, and Authority is agreeable to the granting of such request, subject to all the applicable terms, conditions and limitations and term of the Easement Indenture described above;

NOW THEREFORE, in consideration of the mutual covenants made and the mutual benefits to them, the parties hereto have entered into the following amendment to that certain Easement Indenture dated the 30th day of September, 1957, between the parties:

1. The legal description contained in Paragraph (a) of Paragraph (A) is hereby deleted, and the following legal description is hereby substituted as the new Paragraph (a) of Paragraph (A):

" (a) A strip of land 125 feet in width over the following described parcel of land to be used for Subgrade Intake Duct, the center-line of which is described as follows:

Commence at the Southwest corner of Slip 3 as shown and recorded in Port Everglades Subdivision No. 1, Plat Book 26, page 6 of the public records of Broward County, Florida; thence Northerly along the West line of Slip 3 a distance of 62.50 feet; thence South 88°21'40" West, a distance of 20 feet to the POINT OF BEGINNING of this easement, thence continuing on the previously described course to the East line of Lot 14 of Port Everglades Subdivision No. 1 and the end of this easement."

The easement as amended in this paragraph is as shown on Exhibit A-A, which is attached hereto and by this reference made a part hereof.

2. The legal description contained in Paragraph (c) of Paragraph (A) is hereby deleted, and the following legal description is hereby substituted

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REC.

as the new Paragraph (c) of Paragraph (A):

"(c) Also a strip of land 125 feet in width to be used for a subgrade Discharge Duct, which strip of land is more particularly described as follows:

Begin at a point on the East line of Lot 18 of Port Everglades Subdivision No. 1, as shown and recorded in Plat Book 26, page 6 of the public records of Broward County, Florida; which point is 312.5 feet more or less North of the Southeast corner of said Lot 18; thence turn an angle Southeast from the East line of Lot 18 of $23^{\circ}34'37''$ and run Southeasterly a distance of 312.5 feet to a point; thence turn a deflection angle to the right of $23^{\circ}34'37''$ and run Southerly a distance of 27.8 feet more or less to a point in the South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 50 South, Range 42 East, which point is 125 feet Easterly of the Southeast corner of aforesaid Lot 18; thence Westerly along the South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, a distance of 125.0 feet more or less to a point which is the Southeast corner of Lot 18; thence turn a deflection angle to the right of $65^{\circ}34'52''$ and run Northwesterly a distance of 273.89 feet more or less to a point; thence deflecting $114^{\circ}25'08''$ to the right, measure Eastwardly 109.59 feet more or less to a point in the East line of Lot 18; thence deflecting $90^{\circ}34'29''$ to the left, measure Northwardly 62.49 feet along the East line of Lot 18 to the Point of Beginning."

The easement as amended in this paragraph is as shown on Exhibit A-A, which is attached hereto and by this reference made a part hereof.

3. Paragraph 6 of the original Easement Indenture of September 30, 1957, is hereby deleted and shall be of no further force and effect, and the following paragraph shall be inserted as the new Paragraph 6:

"(6) That the Company shall install, operate and maintain at its sole cost and expense and at no cost and expense whatsoever to Authority its said Water Intake and Discharge Ducts in accordance

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"with standard engineering practice and at no point higher than elevation plus 4.0 feet (except at bulkhead lines at which points the water intake shall be at least 10 feet below mean low water) as referred to present Bench Marks in use at Port Everglades by the Authority and by the United States Engineers Department and so as to withstand any superimposed load which might be placed on it through activities of the Authority and persons, firms or corporations engaging in activities and operations at Port Everglades and over and across the easement areas in which said Water Intake and Discharge Ducts are installed; "

4. Paragraph 7 of the original Easement Indenture of September 30, 1957, is hereby deleted and shall be of no further force and effect, and the following paragraph shall be inserted as the new Paragraph 7:

"(7) The Company has no right to place, and shall not place any structure on the surface of the ground area covered by the easements for the above Subgrade Water Intake and Discharge Ducts; except that Company is hereby granted permission to construct a concrete parapet wall to an elevation of plus 9.0 feet along the Easterly extremity of the Subgrade Intake structure which shall be constructed within the Easterly 30 feet of the easement described in Paragraph (a) of Paragraph (A) above;"

5. Notwithstanding any limitations upon elevation of construction contained in the original Easement Indenture, Authority hereby grants to Company permission to construct certain items as follows:

- (a) A stop log structure may be constructed within the Easterly 30 feet of the easement described in

OFF. 1812 PAGE 451
REC.

Paragraph (a) of Paragraph (A) above, such structure not to exceed an East-West lateral dimension of 8.0 feet, and may be constructed to an elevation of approximately plus 8.0 feet or to the established level of the ground surface.

- (b) A series of cluster greenheart timber pile dolphins approximately 16.0 feet on centers, shall be installed and maintained by Company on the new West bulkhead line, for the full width of the 125 foot easement granted in Paragraph (a) of Paragraph (A) above, at such time as the respective sections of the Intake Structure are constructed.

6. Company agrees to do all work required within the boundaries of the easement described in Paragraph (a) of Paragraph (A) above, to extend Slip 3 twenty (20) feet Westerly of its present location. This work shall include all excavation, construction of bulkheads, and any other facilities necessary for connection from slip bulkhead walls to the Intake Structure, and all such work shall be at no cost to Authority. Pursuant to the present plans of construction of the Intake Chamber, which have been approved by Authority, Company has commenced its construction at the Northern edge of the easement described in Paragraph (a) of Paragraph (A), and such construction shall proceed in a Southerly direction. As such construction proceeds, Company shall comply with the requirements of this paragraph relative to the extension of Slip 3 twenty (20) feet Westerly. In the event that at some future date during the term of this easement agreement, Company has not constructed its Intake Chamber across the entire width of the 125 foot easement and therefore has not extended Slip 3 twenty (20) feet Westerly across the entire width of

the 125 foot easement, Authority reserves the right to complete at the expense of Authority, the extension of Slip 3 twenty (20) feet Westerly over the entire width of the 125 foot easement.

7. At such time as Company has completed construction of the Southerlymost section of the Subgrade Intake Duct, Company shall remove the temporary bulkhead wall on the South line of Slip 3 and construct a new and permanent bulkhead wall within the 20 foot Westerly extension of Slip 3, the title of which by this indenture shall be granted and given to Authority at no expense to Authority.

8. Authority hereby reserves the right to approve all construction plans and specifications for any structure built within the easements granted in the original Easement Indenture dated September 30, 1957, or this Amendment thereto.

9. Company through its contractor has previously submitted plans and specifications to Authority and Authority hereby acknowledges its approval of such plans and specifications which are attached hereto and made a part of this agreement, and which are identified as follows:

(a) Design Criteria for Circulating Water Intake Culvert,
Units 1 and 2, April, 1959, Revised May 15, 1959,
Revision 0 May 22, 1959.

(b) Plans and Specifications prepared by Bechtel Corporation, being Sheets:

2698-C-850-G
2698-C-851-G
2698-C-852-G
2698-C-853-G
2698-C-854-G

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10. All provisions of the original Easement Indenture dated September 30, 1957, as amended and supplemented herein, shall continue in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have caused this Indenture to be executed, as provided by law, as of the day and year first above written.

BROWARD COUNTY PORT AUTHORITY

APPROVED AS TO FORM AND
CORRECTNESS THEREOF:

By Fred J. Stevens (SEAL)
Chairman

Attest: R. F. Spang (SEAL)
Port Manager-Acting Secretary-Treasurer

James C. Cabot
Port Attorney
Signed, sealed and delivered
in the presence of:

J. N. Ferris Jr.
Paul M. Schuch
As to Authority

FLORIDA POWER & LIGHT COMPANY

By Bert H. Ferguson (SEAL)
Vice President

Attest: W. F. Blaylock (SEAL)
Secretary

Signed, sealed and delivered
in the presence of:

Diane Scanlon
Chloe Schuch
As to Company

Approved as to form and correctness

James C. Cabot
Port Attorney

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REC.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

I HEREBY CERTIFY, that on this ____ day of October, 1959, before me personally appeared E. J. CROWELL and R. T. SPANGLER, Chairman and Port Manager-Acting Secretary-Treasurer, respectively, of BROWARD COUNTY PORT AUTHORITY, a public corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, in the County of Broward and State of Florida, the day and year last aforesaid.

NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY, that on this 15th day of January, 1960, before me personally appeared BEN H. FUQUA and W. F. BLAYLOCK, Vice President and Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, in the County of Dade, and State of Florida, the day and year last aforesaid.

Diana B. McElroy
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 27, 1963
Issued by American Fidelity & Guaranty Co.



OFF. 1812 PAGE 455
REC. 1812

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

I HEREBY CERTIFY, that on this 20th. day of
January, 1960, before me personally appeared FRED J. STEVENS
and R. T. SPANGLER, Chairman and Port Manager-Acting Secretary-
Treasurer, respectively, of BROWARD COUNTY PORT AUTHORITY,
a public corporation under the laws of the State of Florida, to me
known to be the persons who signed the foregoing instrument as such
officers, and severally acknowledged the execution thereof to be their
free act and deed as such officers for the uses and purposes therein
mentioned, and that they affixed thereto the official seal of said
corporation, and that the said instrument is the act and deed of said
corporation.

WITNESS my hand and official seal at Fort Lauderdale, in
the County of Broward and State of Florida, the day and year last afore-
said.

John H. Morris
NOTARY PUBLIC

My commission expires :

Notary Public, State of Florida at Large
My Commission Expires Sept. 15, 1964
Bonded by American Surety Co. of N. Y.



OFF. 1812 PAGE 456
REC. 1812

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4	WASCHER	CH. 10	STRIP 11	ITEM A AND ITEM C	BY	CH.	CORR.	APP.
3	3/21/54	CORR.	100	STRIP 11	ITEM A AND ITEM C	BY	CH.	CORR.
2	1/25/54	GENERAL	REVISION		BY	CH.	CORR.	APP.
1	1/25/54	CORR.	100	STRIP 11	ITEM A AND ITEM C	BY	CH.	CORR.
NO.	DATE	REVISION	BY	CH.	CORR.	APP.		

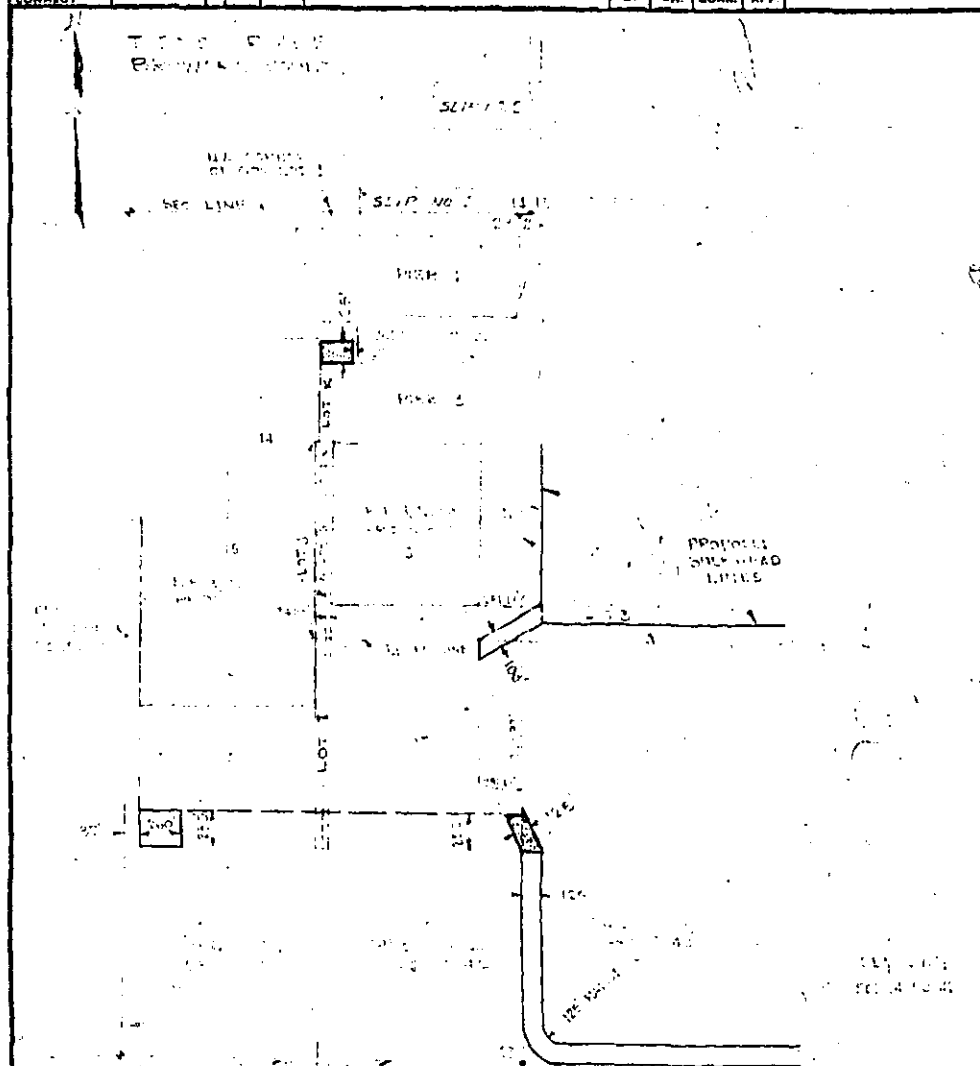


EXHIBIT A-A

FORT PINE BLADES, FLORIDA.
EARTHWORKS TO BE ACCOMPLISHED

FLORIDA POWER & LIGHT COMPANY

DATE: OCT. 2, 1954 SCALE: 1" = 100'

APPROVED

CHIEF ENGINEER

L-19965-4

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this document, when introduced

OFF 1812 PAGE 457
REC

DESIGN CRITERIA
FOR
CIRCULATING WATER INTAKE CULVERT
UNITS NO. 1 AND NO. 2

PORT EVERGLADES PLANT

FLORIDA POWER & LIGHT CO.
MIAMI, FLORIDA

PREPARED BY

PERKINS CORPORATION, POWER DIVISION
BENTLEY & CONSTRUCTORS, SAN FRANCISCO, CALIFORNIA

APRIL 1959

Revised May 15, 1959
Revision 0 May 22, 1959

GENERAL DESCRIPTION

A. Location and Site

The culvert is to be located in the easement extending to the West from the alignhead and to the North of the South bulkhead line of Slip No. 3, Port Everglades, Florida.

B. Scope

The two cell structure is to be a composite of pile supported deck slab and precast, reinforced concrete pipe, with a flow capacity of 320,000 gpm. Marine growth on the wetted perimeter will be controlled by periodic cleaning.

Top of pipe and top of concrete deck slab will be at Elevations 0'-0" (M.S.L.) and plus 8'-0" respectively. Earth fill to Elevation plus 8'-0", plus or minus, to serve as pipe way along entire width of easement, except for areas occupied by stop log guides and East retaining wall.

Construction features will be built into the South sides of key walls and deck slab to facilitate future extensions of the structure.

C. Arrangement

See sketches, pages 2, 3, and 4.

D. Design Codes and Criteria

The following minimum codes, specifications and standards will govern design.

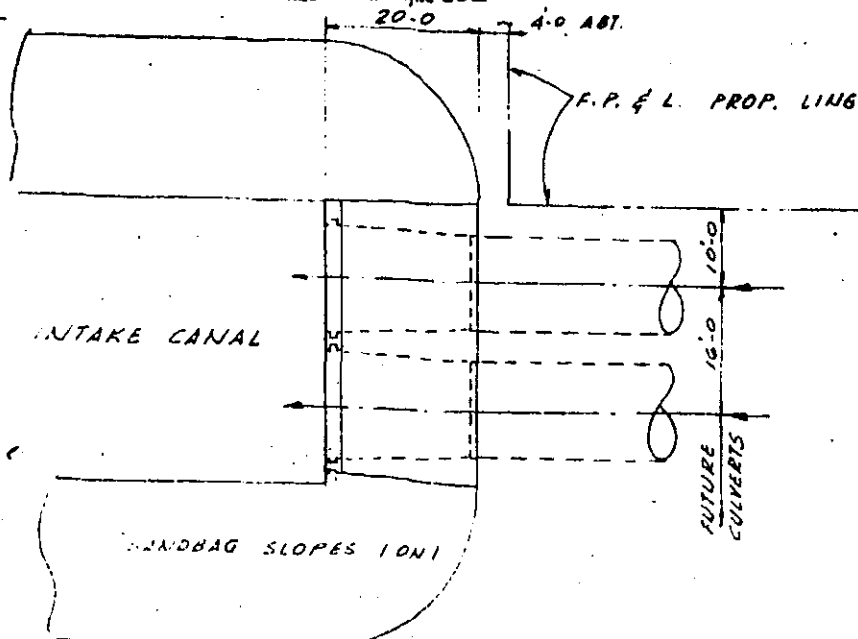
1. AASHTO - Standard specifications for highway bridges.
2. A.C.I. (318-56) Building code requirements for reinforced concrete.
3. Florida State Road Department. Standard specifications for road and bridge construction.
4. A.S.T.M. Designation 476 - 57R. Specifications for reinforced concrete culvert, storm drain and sewer pipe.
5. City of Miami. (Uniform building code.)
6. City of Hollywood, Florida. Building code.

E. Loads

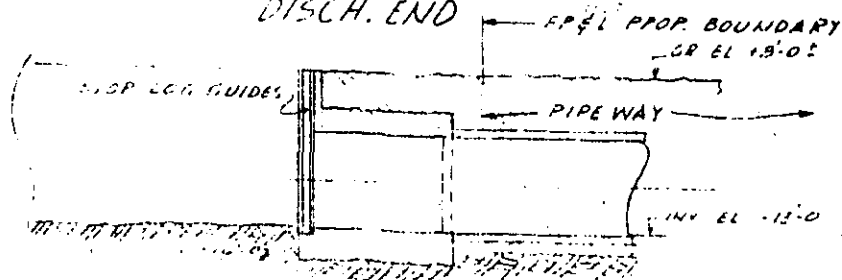
Moving loads - Cooper E-60.

Static (storage) loads - Cooper E-60 equivalent.

OFF. REC. 1812 PAGE 461



PARTIAL PLAN
DISCH. END



LONGITUDINAL SECTION

G. 231-E S. 24-36	BECHTEL CORPORATION  POWER DIVISION ENGINEERING	FLORIDA POWER & LIGHT CO. PORT EVERGLADES PLANT DESIGN CRITERIA FOR PROPOSED INTAKE STRUCTURE & CULVERT	JOB No. 2698 DWG NO.	SCALE REV.
				page 4 0

WOOD FRAME
WAREHOUSE

SPUR TRACK

MOBILE

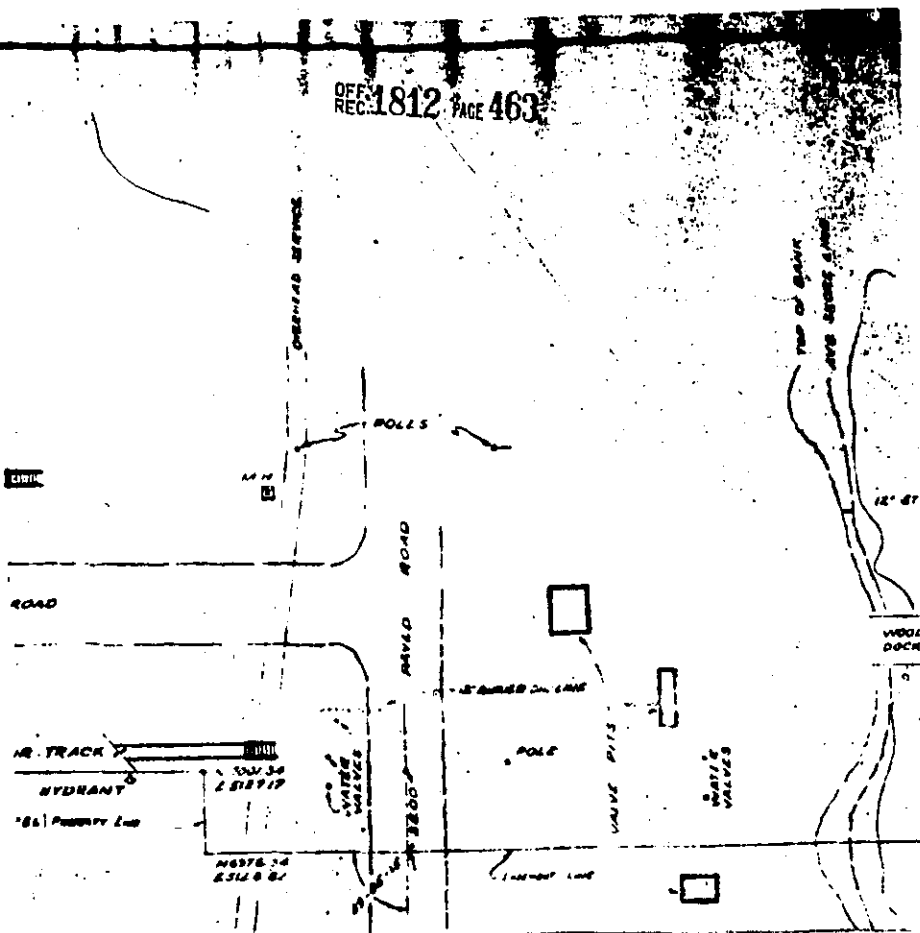
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METER PIT

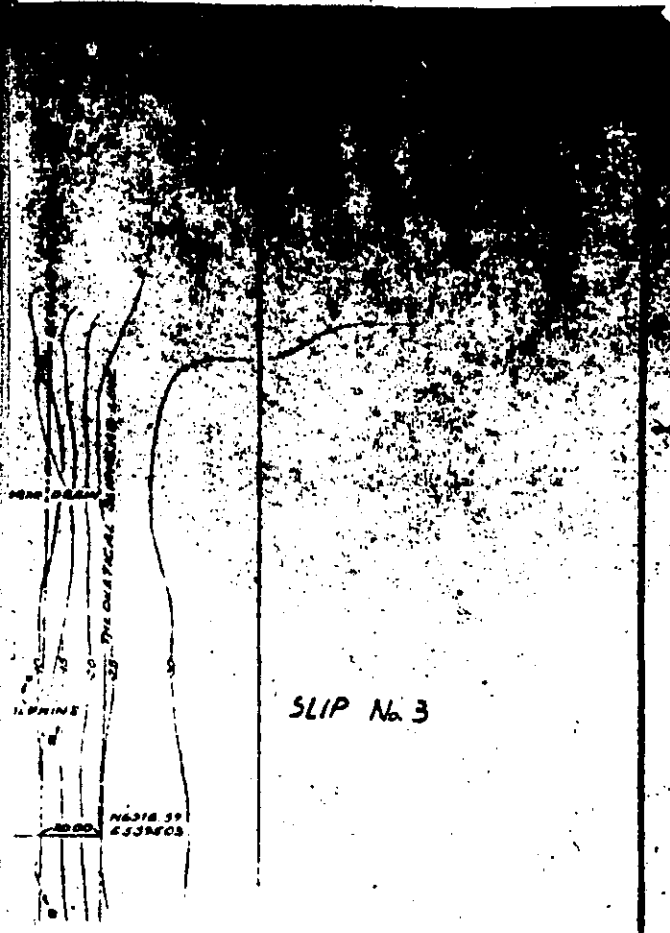
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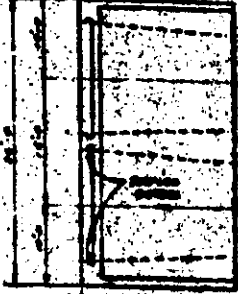
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SUBJECT	
SOCIAL CORPORATION	
FLORIDA POWER & LIGHT COMPANY	
PORT BARRHEAD PLANT	
PLOT PLAN	
DATE	
BY	
APPROVED	
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STATE OF FLORIDA
COUNTY OF BARRHEAD
RECORDED
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PROPERTY LINE



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PLAN

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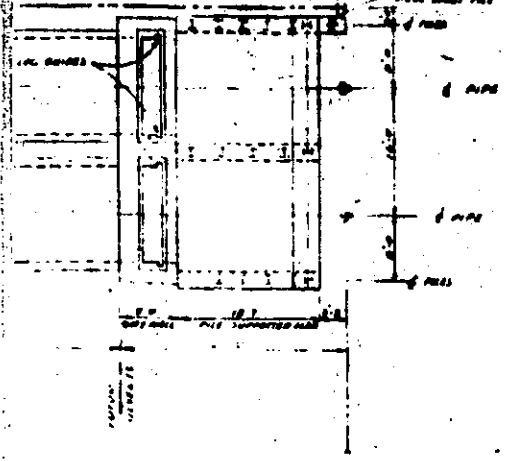
REC 1812 PAGE 470

END OF PYLON S.C.B.
STEEL SHEET PILES
GROUND BELIEVED TO BE
(FACE OF QUAY WALL END)

INCORPORATED
11/1/1918

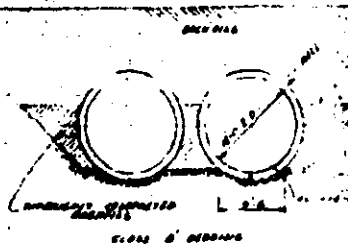
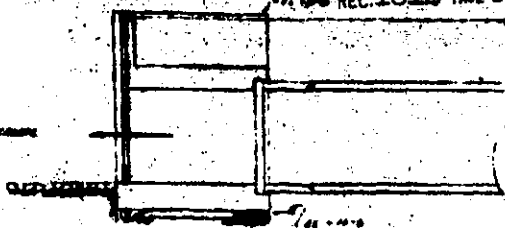
SLIP No. 3

PROVISION FOR PILING S.C.B.
STEEL SHEET PILE FOR AND FOR



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FIGURE 10-10
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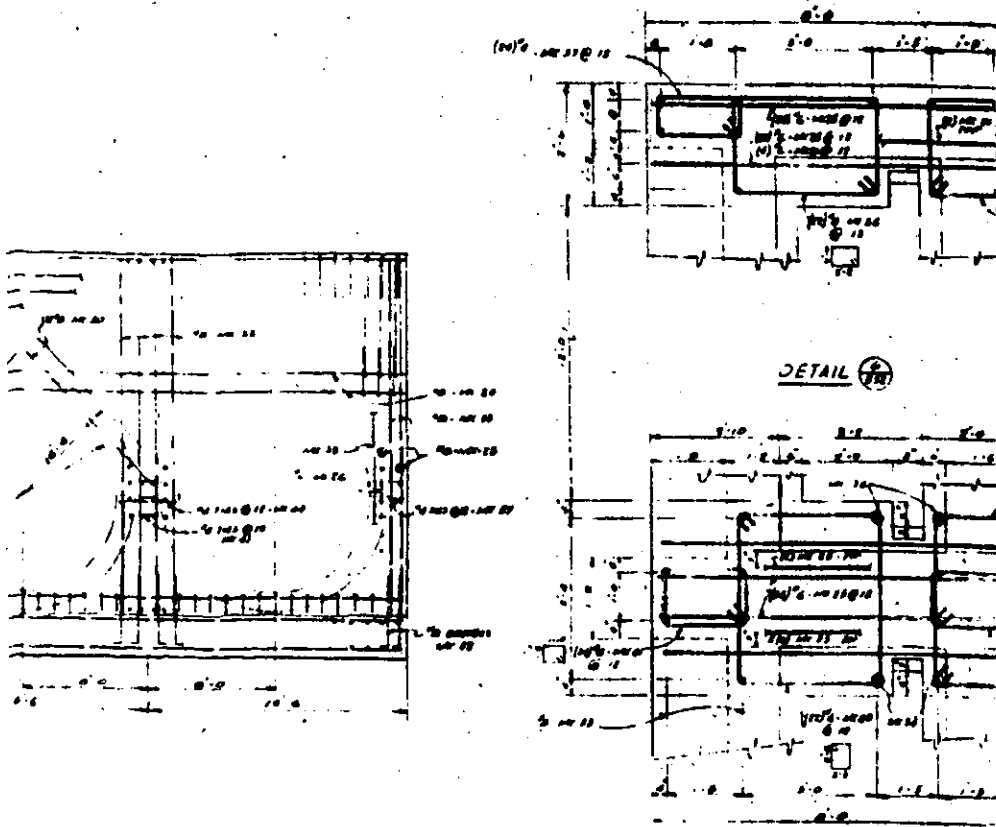
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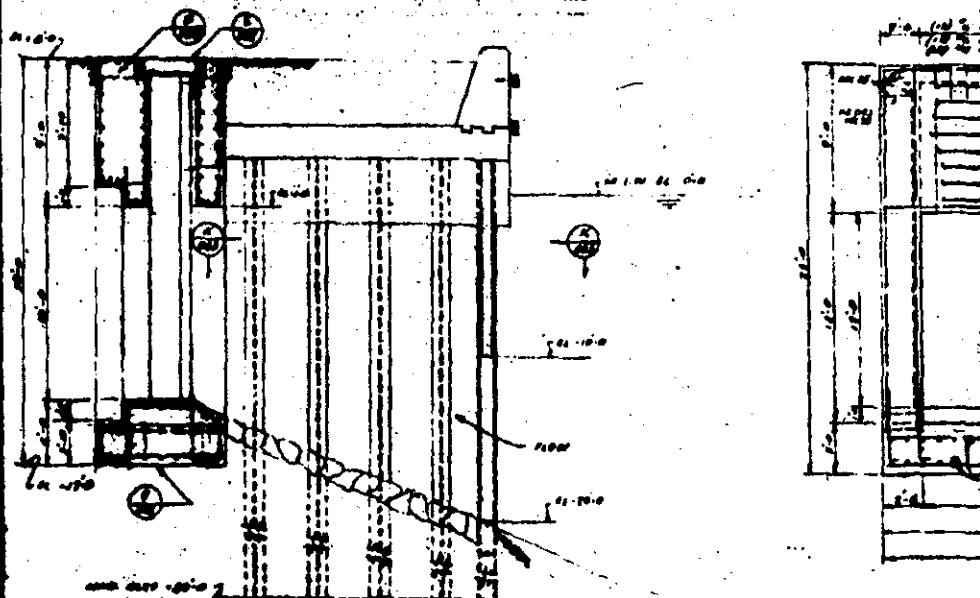
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PLAN

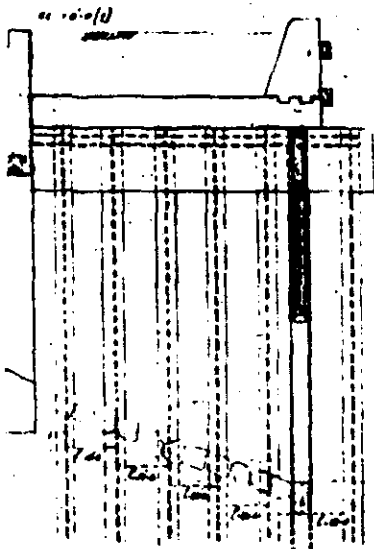
REF: 1812 PAGE 477



SECTION A-A

MEMO: Legality of writing
copying or printing unsatisfactory
documents when microfilm

OFF REC: 1812 PAGE 481

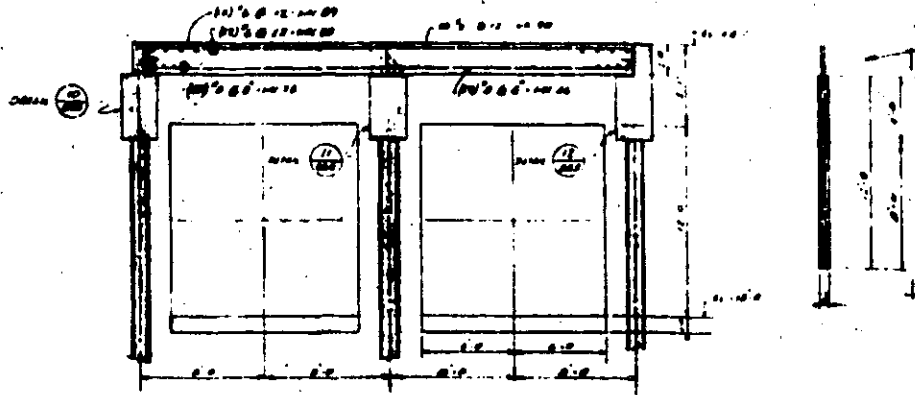


RECEIVED FOR THE DUFF

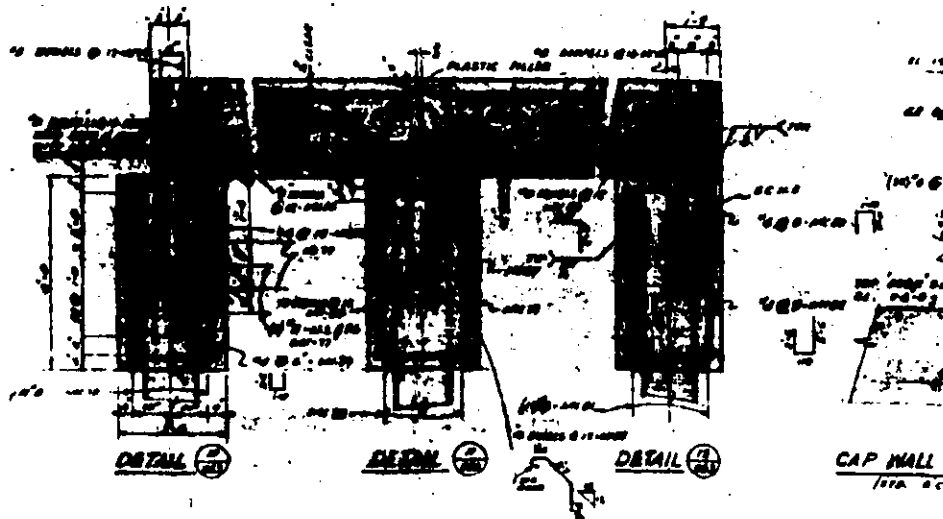
MEMO: Legibility of writing
copying of printing unsatisfactory
this document when reprinted

SECTION ②

OFF. 1812 PAGE 483
REC. 1812



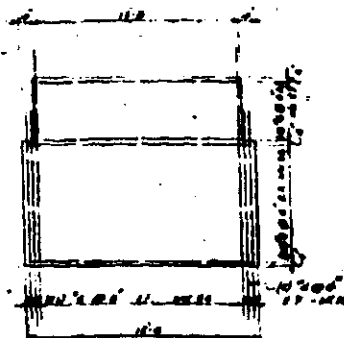
SECTION ③



MEMO: Liability of
typing or printing unsatisfactory
documents when not indicated

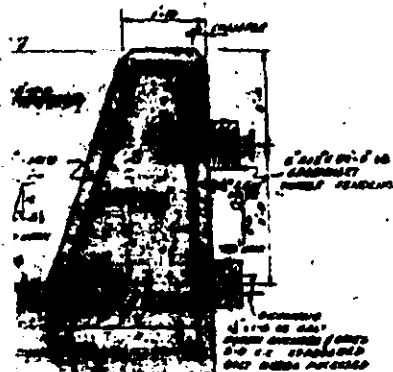
SECTION 6

OFF. REC. 1812 PAGE 484



(HEIGHT: 17'-0" EA.)

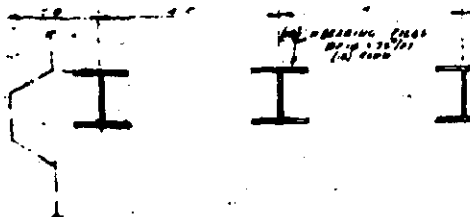
CAST CURTAIN WALL
(1) AS SHOWN



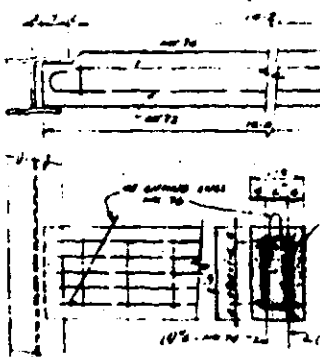
FENDER DETAIL

(1) AS SHOWN

SECTION



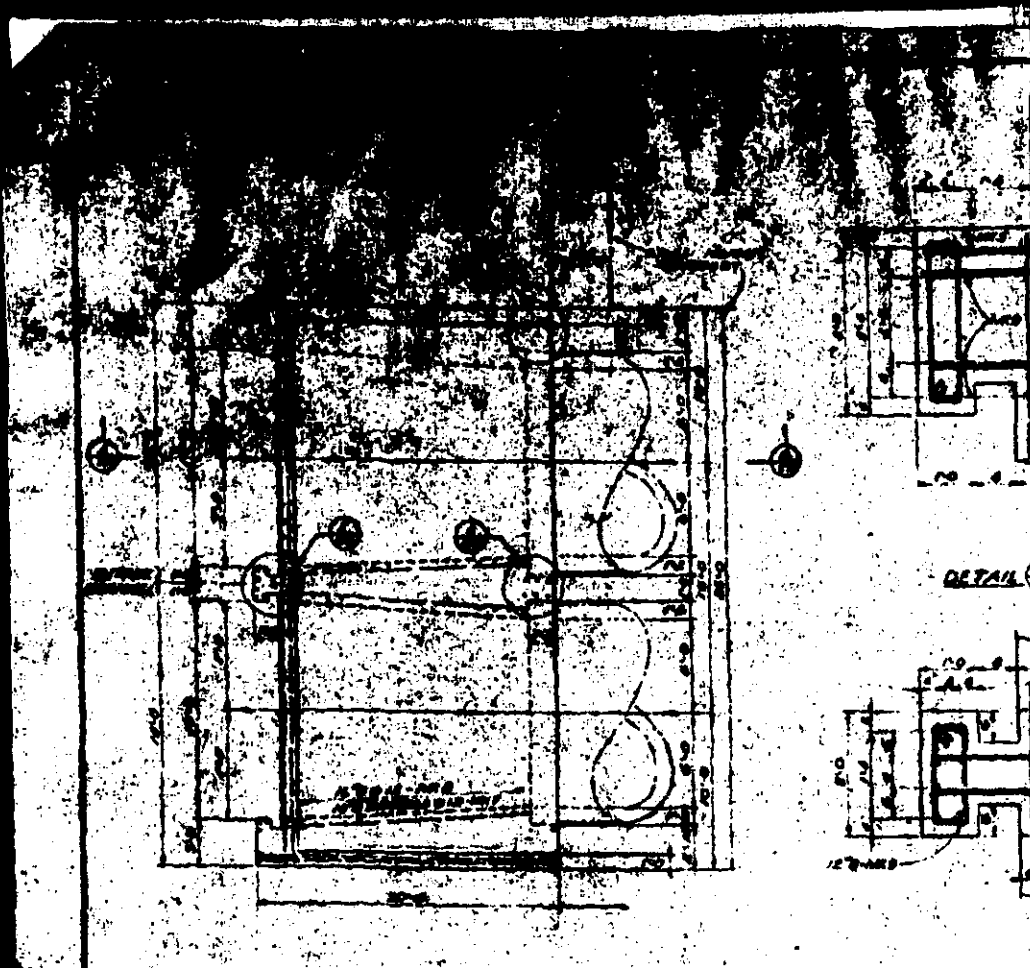
SECTION



(HEIGHT: 17'-0" EA.)

PRECAST BEA.

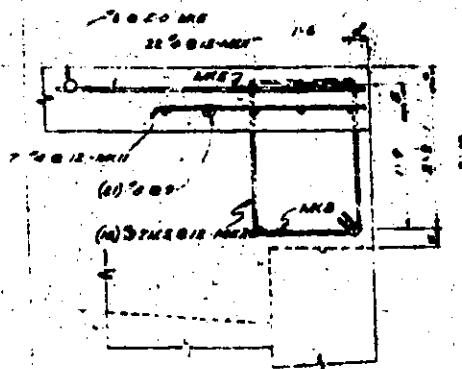
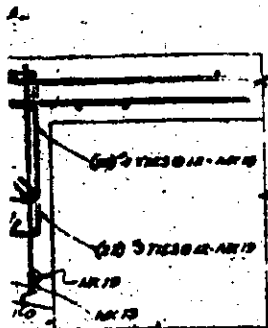
(1) AS SHOWN



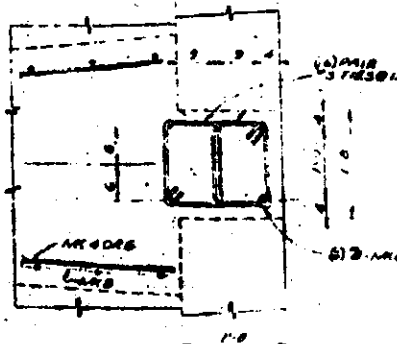
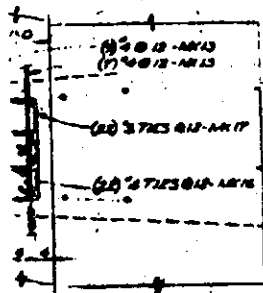
DETAIL

MEMO: Usability of "draft" type of printing installation in this document when indicated.

OFF 1812 PAGE 487
REC 1812



DETAIL (3)



MEMO: Legibility of writing
typing or printing unsatisfactory
in documents when microfilm

OFF. REC. 181 PAGE 488

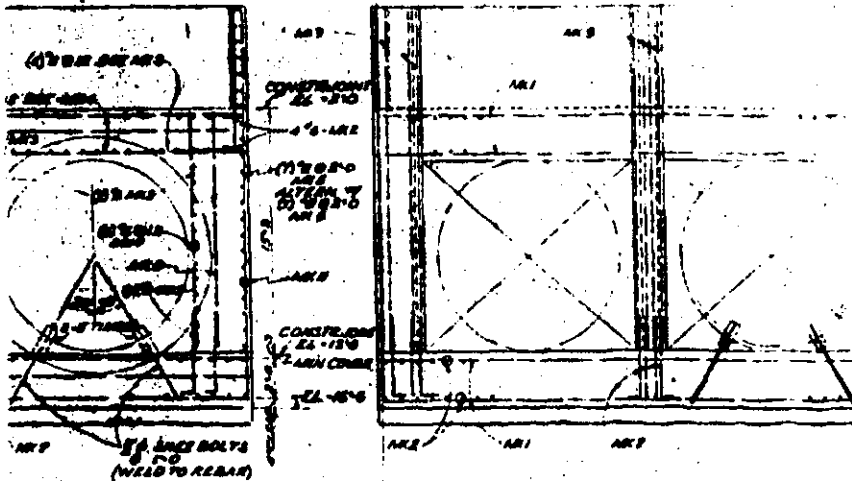


MP 21

MEMO: Legality of making
typing or printing reproduction of
this document when microfilm.

OFF REC 1812 PRE 490

DETAIL 1/2



NOTION

WEST ELEVATION

MEMO: Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed

ORB 47738-1518

EASEMENT MODIFICATION – FEBRUARY 24, 2011

After Recording Please Return to:

Joshua Escoto, Esq.
Florida Power & Light Company
700 Universe Blvd. LAW / JB
Juno Beach, FL 33408

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("**Amendment**") is entered into between Florida Power & Light Company, a Florida corporation, whose address is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**FPL**") and Broward County, a political subdivision of the state of Florida, successor in interest to the Port Everglades Authority, whose address is 1850 Eller Drive, Fort Lauderdale, FL ("**COUNTY**"), FPL and the COUNTY shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, on September 30, 1957, the Port Everglades Authority and FPL entered into that certain Easement Indenture, recorded in Official Record Book 1033 Page 327 in the public records of Broward County, Florida ("**Easement**"); and

WHEREAS, on January 15, 1960, Port Everglades Authority and FPL entered into that certain Amendatory Easement Indenture, recorded in Official Record Book 1812 Page 447 in the public records of Broward County, Florida ("**1960 Amendment**") and Second Amendment to Easement dated August 17, 1965 ("**1965 Amendment**"); and

WHEREAS, the Parties hereto desire to further amend certain provisions of the Easement;

NOW, THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree to amend the Easement as follows:

1. **Capitalized Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Easement.
2. **Deletion of Second Subgrade Intake Duct.** Easement Paragraph A(b), located at Official Record Book 1033 Pages 327-328, is hereby deleted in its entirety.
3. **Deletion of Pipeline Easement.** Easement Paragraph D, located at Official Record Book 1033 Page 330, is hereby deleted in its entirety.

Approved BCC 2/8/11 #5
Submitted By Port Everglades
RETURN TO DOCUMENT CONTROL

IN WITNESS WHEREOF, the undersigned has signed and executed this Amendment to Easement on the respective date under its signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 8th day of February, 2011.

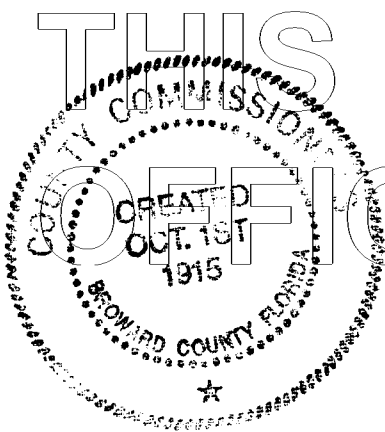
ATTEST:

[Signature]
Broward County Administrator, as
Ex-Officio Clerk of the Broward
County Board of County
Commissioners

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mayor

8th day of February, 2011

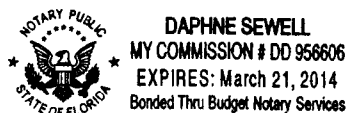


Approved as to form by
Office of County Attorney
Broward County, Florida
ANDREW J. MEYERS, Interim County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: [Signature]
Russell J. Morrison (Date) 1/26/11
Sr. Assistant County Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of February, 2011, by Suzanne Gray Mayor or Vice-Mayor, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public
Print Name: _____
County and State last aforesaid.
My Commission Expires: _____
Serial No., If any: _____

862303

RECEIVED 1033 MAR 327

OCT 1 11 31 AM '57

THIS EASEMENT INDENTURE, Made this 30th day of September, 1957, Between BROWARD COUNTY PORT AUTHORITY, a public corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, and lawfully authorized to transact business in the State of Florida, and the governing authority of the Broward County Port District, hereafter called Authority and FLORIDA POWER & LIGHT COMPANY, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida, and lawfully authorized to transact business in the State of Florida, hereafter called Company, P. O. Box 3100, Miami, Florida.

W I T N E S S E T H:

That the said Authority, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand

paid by the said Company, the receipt whereof is hereby acknowl-

edged, does hereby grant to said Company, its successors and assigns,

(A) easements for the purpose of the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority, Water Intake and Discharge Ducts under, through, and within the following described land owned by the Authority and situated in Broward County, Florida:

- (a) A strip of land 100 feet in width over the following described parcel of land to be used for Subgrade Intake Duct, the center line of which is described as follows:

Begin at a point on the sliphead line 50 feet North of the Southwest corner of Slip No. 3, Port Everglades, Florida, thence run S 88°21'40" West to the East line of Lot 14, Port Everglades Subdivision No. 1 as recorded in Plat Book 26 at Page 6 of the Public Records of Broward County, Florida; and

- (b) Also a strip of land 100 feet in width to be used for Subgrade Intake Duct, which strip of land is more or less

Easement
being deleted

OFF REC. 1033 MAR 328

Also begin at a point which is the intersection of the proposed North-South and the proposed East-West Bulkhead line, lying in Government Lot 3, of Section 24, Township 50 South, Range 42 East, which point is 100 feet South of the Southeast corner of Lot 11, Port Everglades Subdivision No. 1, as recorded in the Public Records of Broward County, Florida, in Plat Book 26 at Page 6, measured along the East line of Lot 11 extended South; from said point run Southwesterly along Course "A" to a point which is 281.19 feet West of and 120 feet South of the Northeast corner of Lot 18 of Port Everglades Subdivision No. 1 as recorded in the Public Records of Broward County, Florida, in Plat Book 26 at Page 6; thence run Northerly parallel to and 281.19 feet West of the East line of said Lot 18 to a point, said point being a location which is 100 feet from Course "A" as measured at right angles thereto; thence run Northeasterly parallel to and 100 feet Northwesterly from Course "A" to a point in the proposed North-South bulkhead line; thence South along the proposed North-South bulkhead line to the point of beginning; and

(c) Also a strip of land 100 feet in width to be used for a Subgrade Discharge Duct, which strip of land is more particularly described as follows:

Begin at the Southeast corner of Lot 18 of Port Everglades Subdivision No. 1 as recorded in the Public Records of Broward County, Florida, in Plat Book 26 at Page 6, run Northwesterly at an angle of $23^{\circ} 35'$ to the left of East line of said Lot 18, 272.8 feet more or less to a point in said Lot 18, which point is 250 feet North of South line, and 109.1 feet West of the East line of said Lot 18; thence Easterly, 250 feet North of and parallel to the South line of said Lot 18, 109.1 feet to the East line of said Lot 18; thence turn an angle of $66^{\circ} 25'$ from the last mentioned course and run Southeasterly 272.8 feet more or less to the North line of the Southwest $1/4$ of the Southwest $1/4$ of Section 24, Township 50 South, Range 42 East; thence Westerly along the North line of said Southwest $1/4$ of Southwest $1/4$, 109.1 feet more or less to the point of beginning.

Said easements are shown in red on Exhibit "A" attached hereto and made a part hereof.

AND

(B) an easement for the purpose of, the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority a Water Discharge Canal over, upon and across

Broward County, Florida:

REC-1033 PAGE 330

made a part hereof. The Authority reserves the right and privilege to use the property described in this item (C) for any and all purposes that will not interfere with Company's use, occupation and enjoyment thereof, provided, however, that no buildings, poles or other structures will be erected on above property by the Company, it being understood that the aforesaid easement is limited to the right to extend one or more overhead electric transmission and distribution lines across the property described in this item (C).

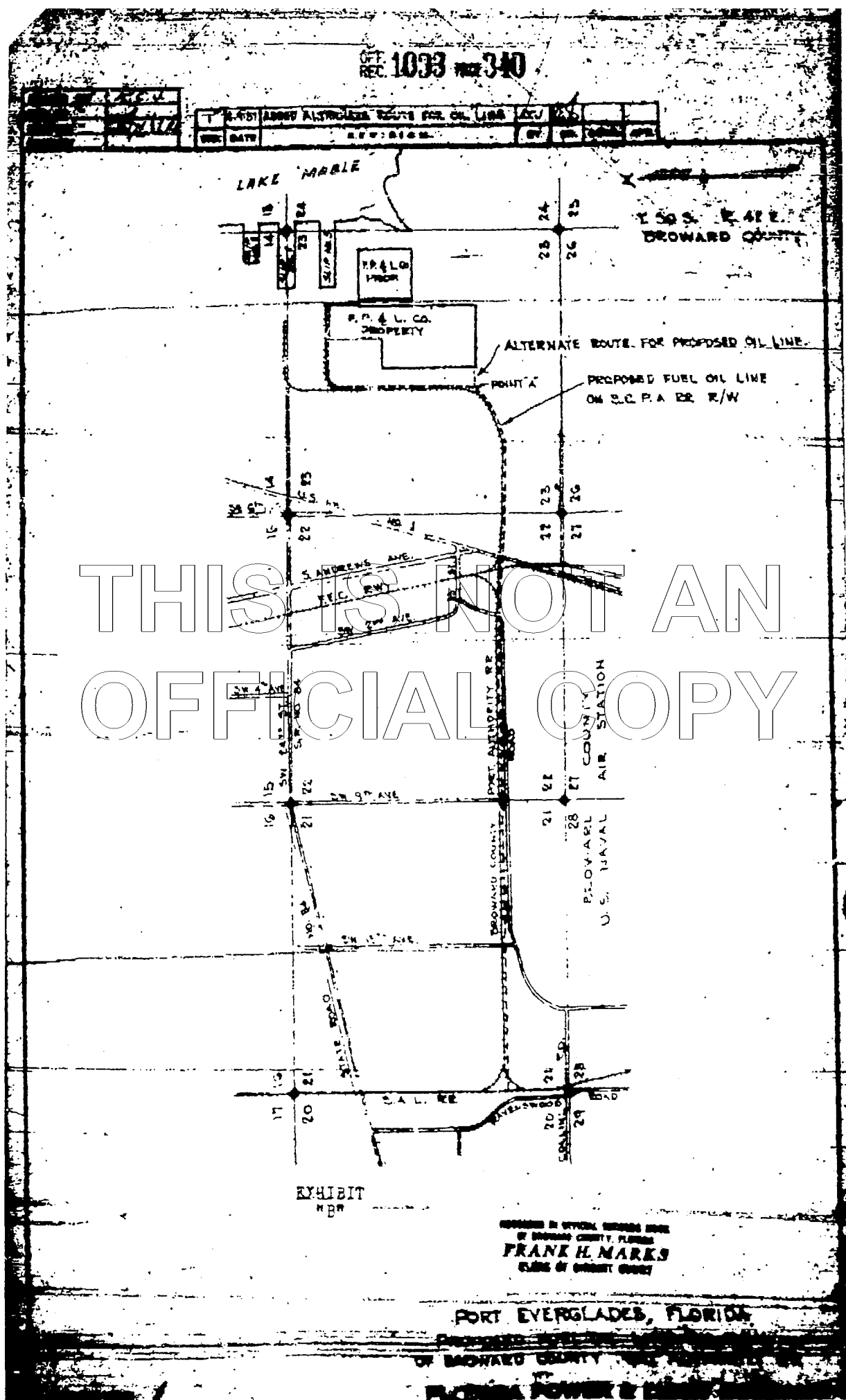
AND

~~(D) Within sixty (60) days after written request made by the Com-~~
pany, the Port Authority agrees to grant over lands it now owns, or hereafter acquires, an easement for the purpose of the Company (which term "Company", for the purposes of this section and the provisions of any other applicable section of this Indenture, shall mean not only Florida Power & Light Company but shall include any person, firm or corporation furnishing or under contract to furnish

oil, gas, coal or other slurry to Florida Power & Light Company, its successors and assigns) constructing, operating and maintaining an oil, gas, coal or other slurry (solids temporarily reduced to flowing form) pipe line and its appurtenances, including an attendant steam line, either (a) along the East and South boundary of its Port Railroad right-of-way running from North property line of Lot 14, Port Everglades, Subdivision No. 1 to the Seaboard Air Line Railroad right-of-way and at a location within said right-of-way approved in writing by the Authority or (b) from the point designated A on the print attached hereto and marked Exhibit "B" easterly to aforesaid Lot 17, the course of this alternative route being designated by the dotted line shown on Exhibit "B". Upon the selection by the Company of one of the above authorized routes or easements the Company shall release to the Authority by appropriate executed written instrument the route or easement not used. Any fuels or materials of any kind moving through land or water into any part of this easement shall be subject to the same wharfage charge as set forth in that certain pipe line

~~Easement Agreement between Broward County Port Authority and Florida~~

~~Power & Light Company, dated October 21, 1955.~~



PIPELINE SURVEY

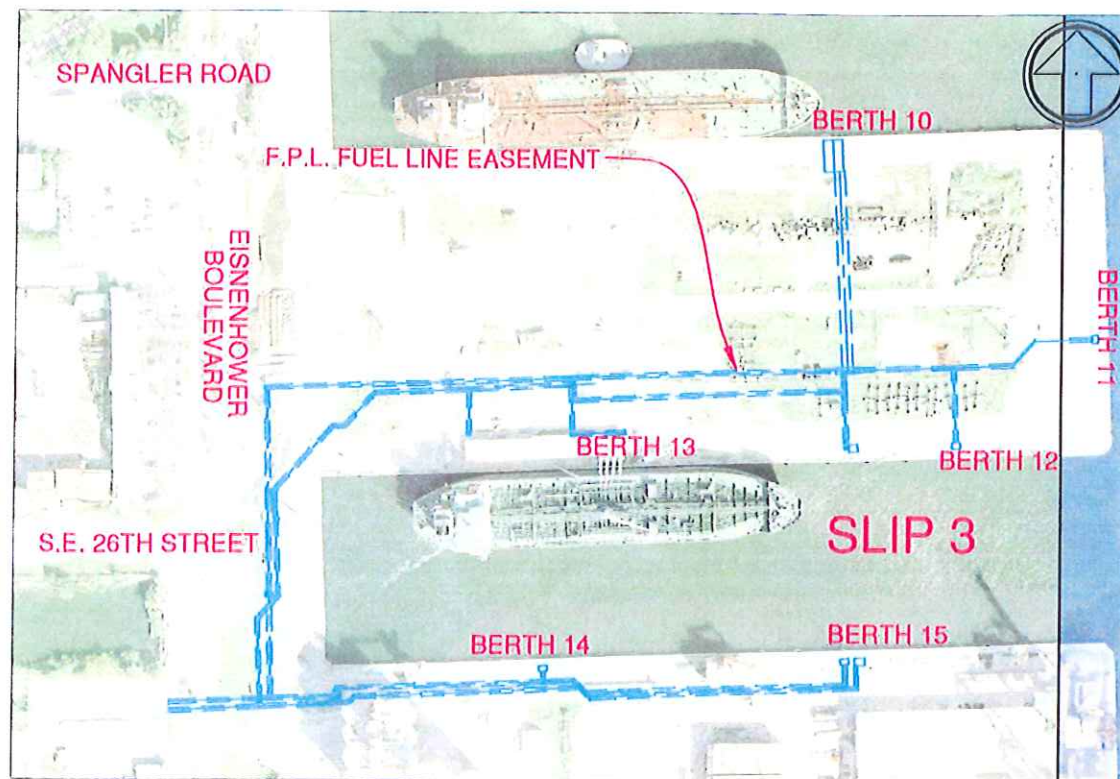


ATTACHMENT 10.12-2

PIPELINE SURVEY

FLORIDA POWER & LIGHT EASEMENT SURVEY

CITY OF HOLLYWOOD & CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL



INDEX OF SHEETS

SH 1.....COVER SHEET
SH 2.....KEY MAP
SH 3-18.....EASEMENT SURVEY

DISCLAIMER

This plan depicts the horizontal and vertical location of underground pipelines only at the points where soft dig verifications are indicated. This plan depicts approximate horizontal locations of pipelines from GPR scanning results only at the GPR scanning locations indicated. All other pipelines shown are interpolations between these points and have not been verified. Depiction of underground pipelines and utilities is accurate only to the extent that these features are visible with the detection methods utilized and is limited to the accuracy of said detection methods. Other pipelines and utilities which are not shown may be present. This plan cannot be relied upon for conducting excavations in the area of the easements.

SDA SHAH
DROTOS
& ASSOCIATES

ENGINEERING • SURVEYING • PLANNING

3410 N. Andrews Ave. Ext. Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

FOR THE FIRM, BY:

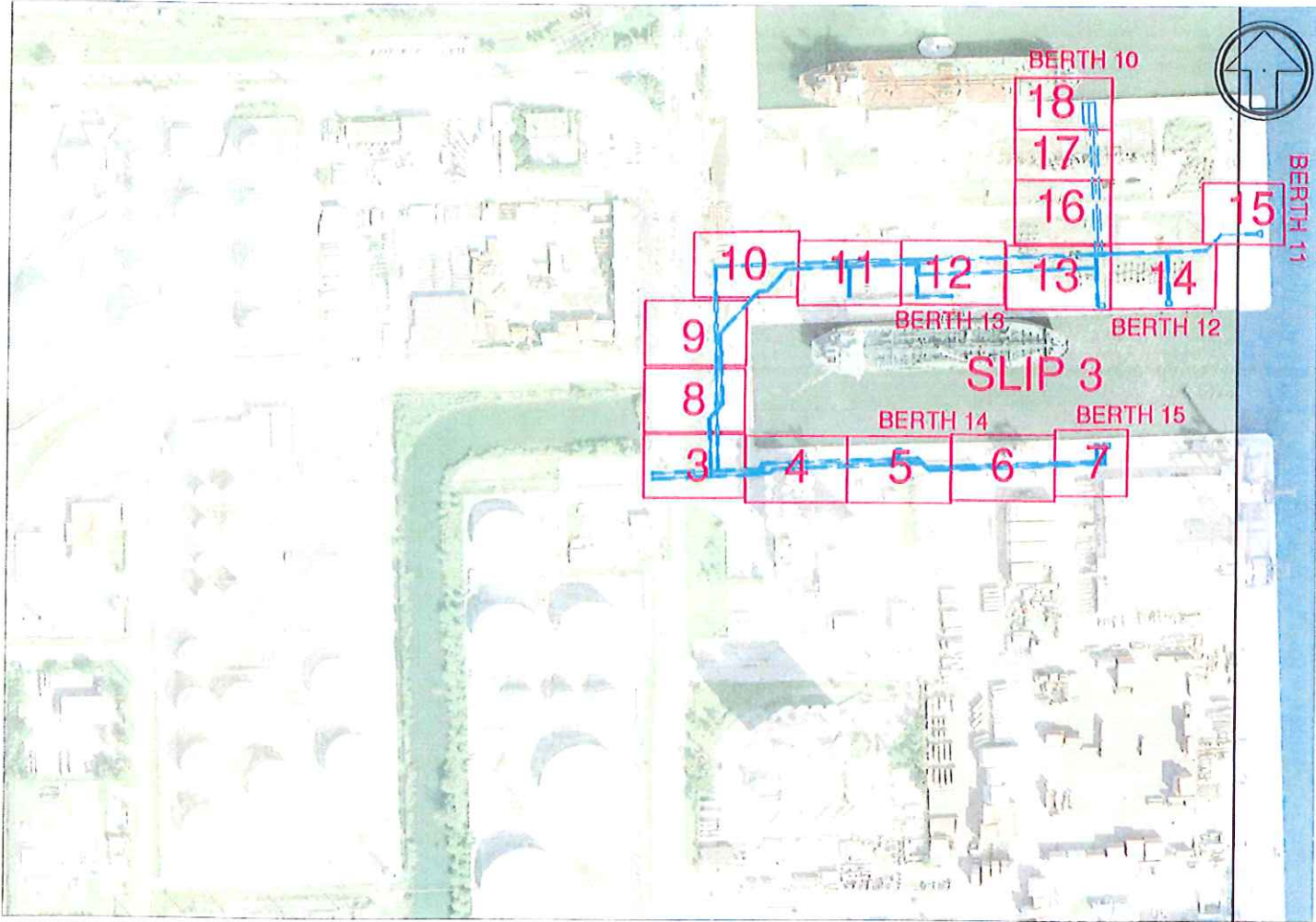
Michael D. Rose
11/18/2010

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG No. 3998

FOR THE FIRM, BY:

JAMES DROTOS P.E.
CIVIL ENGINEER
FLA. P.E. No. 35505

F.P.L. FUEL LINE EASEMENT KEY MAP



REVISIONS	
DATE	BY

SDA **SHAH**
& ASSOCIATES
ENGINEERING
SURVEYING
PLANNING

ENGINEERING AUTH. NO. 5634 SURVEYING LIC. NO. 1B-6456
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

DRAWN BY: M/G
CHECKED BY: MDR
DESIGNED BY:
APPROVED BY: S.D.A.
SCALE=1"=400'

PORT EVERGLADES TERMINAL F.P.L. EASEMENT / PIPELINE SKETCH CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA	KEY MAP
---	---------

SEAL
FOR THE FIRM, BY:
MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REG NO. 3998
DATE: JULY 2010
JOB NO. 0911A.00
SHEET 2 OF 18



INTERPOLATED APPROX. LOCATION OF F.P.L. PIPES
BASED ON G.P.R. DATA

15" STEEL
ELEV.=0.00
H.=9000000.0000
L.=60000000.0000

F.P.L. PIPE LOCATION & DEPTH
OBTAINED BY SOFT DIG LOCATIONS

SURFACE PAINTMARKS SHOWING APPROX. LOCATIONS
OF OTHER UNDERGROUND PIPES & UTILITIES

EX 12" WM EX 12" WM

SURVEY DATE: 9/10/10
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR
INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

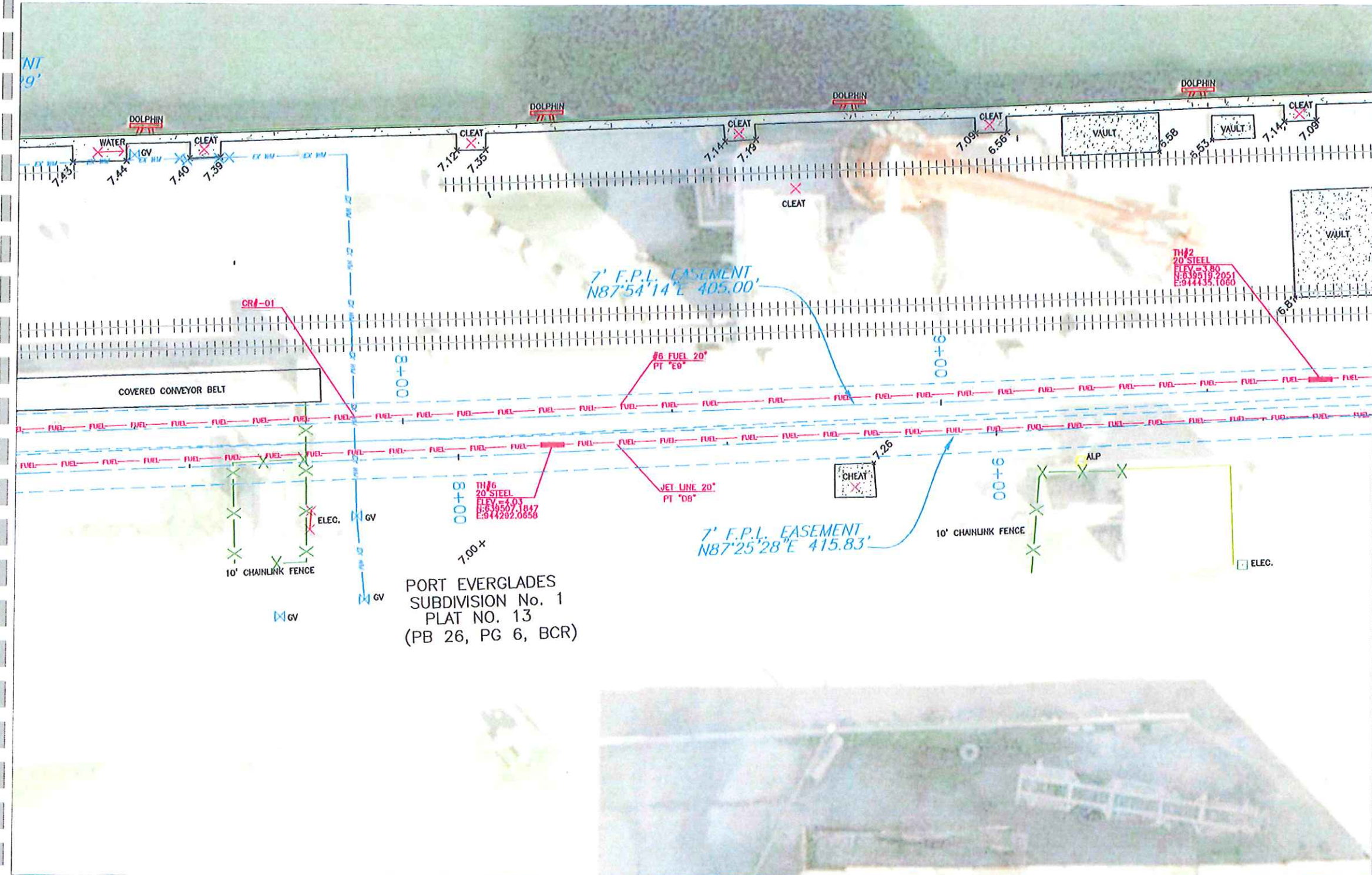
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	REVISIONS		
	DATE	BY	DESCRIPTION
 ENGINEERING SURVEYING PLANNING ENGINEERING AUTH. NO. 5634 SURVEYING LIC. NO. LB-6456 3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064			
DRAWN BY: MG			
CHECKED BY: MOR			
DESIGNED BY:			
APPROVED BY: S.D.A.			
SCALE = 1" = 20'			
PORT EVERGLADES TERMINAL F.P.L EASEMENT / PIPELINE SKETCH CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA			
S E A L			
FOR THE FIRM, BY:			
MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REG NO. 39890			
DATE: OCTOBER 2010			
JOB NO. 0911A.00			
SHEET 5 OF 18			



MATCHLINE "SEE SHEET 6 OF 18 SHEETS"

MATCHLINE "SEE SHEET 7 OF 18 SHEETS"



LEGEND

- | | | |
|-------------------------------|--------------------------|---------------------------|
| ● NAIL & DISK SET (N&D SET) | ⊞ WATER METER (WM) | ⊞ EXISTING SPOT ELEVATION |
| ● NAIL & DISK FOUND (N&D FND) | ⊞ CLEAN OUT COVER | ⊞ CONCRETE |
| ● IRON PIPE SET (IP SET) | ⊞ GAS VALVE | ⊞ MONITORING WELL |
| ● IRON PIPE FOUND (IP FND) | ⊞ ELECTRIC SERVICE BOX | ⊞ BOLLARD |
| ⊞ LIGHT POLE | ⊞ FIRE HYDRANT | ⊞ CONCRETE UTILITY POLE |
| ⊞ POWER POLE | ⊞ SANITARY SEWER MANHOLE | ⊞ TEST WELL |
| ⊞ CATCH BASIN (CB) | ⊞ DRAINAGE MANHOLE | |
| ⊞ WATER GATE VALVE (GV) | | |

INTERPOLATED APPROX. LOCATION OF F.P.L. PIPES
BASED ON G.P.R. DATA

15" STEEL
ELEV. = 0.00
N = 9000000.0000
E = 6000000.0000

F.P.L. PIPE LOCATION & DEPTH
OBTAINED BY SOFT DIG LOCATIONS

SURFACE PAINTMARKS SHOWING APPROX. LOCATIONS
OF OTHER UNDERGROUND PIPES & UTILITIES

EX 12" WM EX 12" WV

SURVEY DATE: 9/10/10
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR
INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DISCLAIMER

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REVISIONS	
DATE	DESCRIPTION
DRAWN BY: MQ	
CHECKED BY: MDR	
DESIGNED BY:	
APPROVED BY: S.D.A.	
SCALE=1"=20'	
PORT EVERGLADES TERMINAL F.P.L. EASEMENT / PIPELINE SKETCH CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA	
SEAL	
FOR THE FIRM, BY:	
MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REG NO. 3998	
DATE:	OCTOBER 2010
JOB NO.	0911A.00
SHEET	6 OF 18

LEGEND

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> ⊗ NAL & DISK SET (N&D SET) ⊗ NAL & DISK FOUND (N&D FND) ○ IRON PIPE SET (IP SET) ○ IRON PIPE FOUND (IP FND) ◇_{IP} LIGHT POLE ◇_{PP} POWER POLE ▣ CATCH BASIN (CB) ▷_W WATER GATE VALVE (GV) | <ul style="list-style-type: none"> ⊞ WATER METER (WM) ∞ CLEAN OUT COVER ▷_G GAS VALVE □_E ELECTRIC SERVICE BOX ○_{FI} FIRE HYDRANT Ⓢ SANITARY SEWER MANHOLE
SW-MH ① DRAINAGE MANHOLE
DM | <ul style="list-style-type: none"> * 15.0' EXISTING SPOT ELEVATION ▣ CONCRETE ○_{MW} MONITORING WELL ○ BOLLARD ⊞ CONCRETE UTILITY POLE ⊞_{OP} OPEN ○_W TEST WELL |
|---|--|---|

INTERPOLATED APPROX. LOCATION OF F.P.L. PIPES
BASED ON G.P.R. DATA

— FUEL — FUEL — FUEL — FUEL —
— EX 12" WM — EX 12" WM —
SURFACE PAINTMARKS SHOWING APPROX. LOCATIONS
OF OTHER UNDERGROUND PIPES & UTILITIES

SURVEY DATE: 9/10/10
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
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[illegible]

SDA SHAH
DROTOS
& ASSOCIATES

ENGINEERING
SURVEYING
PLANNING

RING AUTH. NO. 5634 SURVEYING LIC. NO. LB-6456
Andrews Avenue Ext. • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

DRAWN BY: MG
CHECKED BY: MD
DESIGNED BY:
APPROVED BY:
SCALE=1"=20'

PORT EVERGLADES TERMINAL
F.P.L. EASEMENT / PIPELINE SKETCH
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

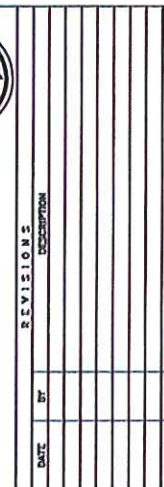
SEAL

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG No. 3988

DATE: OCTOBER 2010

JOB NO.
0911A.00

SHEET
7 OF 1



SDA SHAH DROTOS & ASSOCIATES
ENGINEERING SURVEYING PLANNING
ENGINEERING AUTH. NO. 5534 SURVEYING LIC. NO. 1B-6456
5410 N. Andrews Avenue, E. Ft. 33064
Pompano Beach, FL 33064

DRAWN BY: MG
CHECKED BY: MDR
DESIGNED BY:
APPROVED BY: S.D.A.

SCALE=1"=20'

PORT EVERGLADES TERMINAL
F.P.L. EASEMENT / PIPELINE SKETCH
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

0	
S E A L	
FOR THE FBI, BY:	

FOR THE YEAR, BY

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG No. 3998

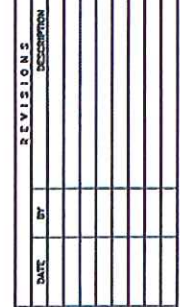
DATE:
OCTOBER 2010

JOB NO.
0911A.00

SHEET
8 18

Ⓐ NUL & DISK SET (N&D SET) Ⓑ NUL & DISK FOUND (N&D FND) Ⓒ IRON PIPE SET (IP SET) Ⓓ IRON PIPE FOUND (IP FND) Ⓔ LIGHT POLE Ⓕ POWER POLE Ⓖ CATCH BASIN (CB) Ⓗ WATER GATE VALVE (GV)	Ⓗ WATER METER (WM) ∞ CLEAN OUT COVER Ⓓ GAS VALVE Ⓗ ELECTRIC SERVICE BOX Ⓒ FIRE HYDRANT Ⓖ SANITARY SEWER MANHOLE SW-M Ⓓ DRAINAGE MANHOLE DM	15.8' EXISTING SPOT ELEVATION - CONCRETE Ⓒ MONITORING WELL Ⓓ BOLLARD Ⓒ CONCRETE UTILITY POLE Ⓒ CUP Ⓒ TEST WELL
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This plan depicts the horizontal and vertical location of underground pipelines only at the points where soft dig verifications are indicated. This plan depicts approximate horizontal locations of pipelines from GPR scanning results only at the GPR scanning locations indicated. All other pipelines shown are interpolations between these points and have not been verified. Depiction of underground pipelines and utilities is accurate only to the extent that these features are visible with the detection methods utilized and is limited to the accuracy of said detection methods. Other pipelines and utilities which are not shown may be present. This plan cannot be relied upon for conducting excavations in the area of the easements.



DRAWN BY: MIO
CHECKED BY: MDR
DESIGNED BY:
APPROVED BY: S.D.A.
SCALE=1"=20'

SEAL	
FOR THE FIRM, BY:	

MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REG No. 3988	
DATE:	OCTOBER 2010
JOB NO.	0911A.00
SHEET	9 OF 18

15.81
EXISTING SPOT ELEVATION
CONCRETE
MONITORING WELL
BOLLARD
CONCRETE UTILITY POLE
CUP
TEST WELL

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MATCHLINE

[illegible]

MATCHLINE
SEE THE TOP OF THE SECTION



**SHAH
SIDA
DROTOS**
& ASSOCIATES

ENGINEERING
SURVEYING
PLANNING

ENGINEERING AUTH. NO. 5634 SURVEYING LIC. NO. LB-6456
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

PORT EVERGLADES TERMINAL
F.P.L EASEMENT / PIPELINE SKETCH
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG No. 3998

DATE:
OCTOBER 2010

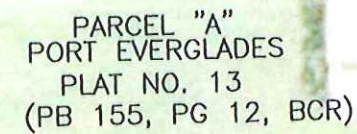
JOB NO.
0911A.00

SHEET
14 OF 18

- 15.8
* EXISTING SPOT ELEVATION
[Patterned Box] CONCRETE
[Circle with MW] MONITORING WELL
[Circle with B] BOLLARD
[Circle with CUP] CONCRETE UTILITY POLE
[Circle with X and TW] TEST WELL

SURVEY DATE: 9/10/10
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR
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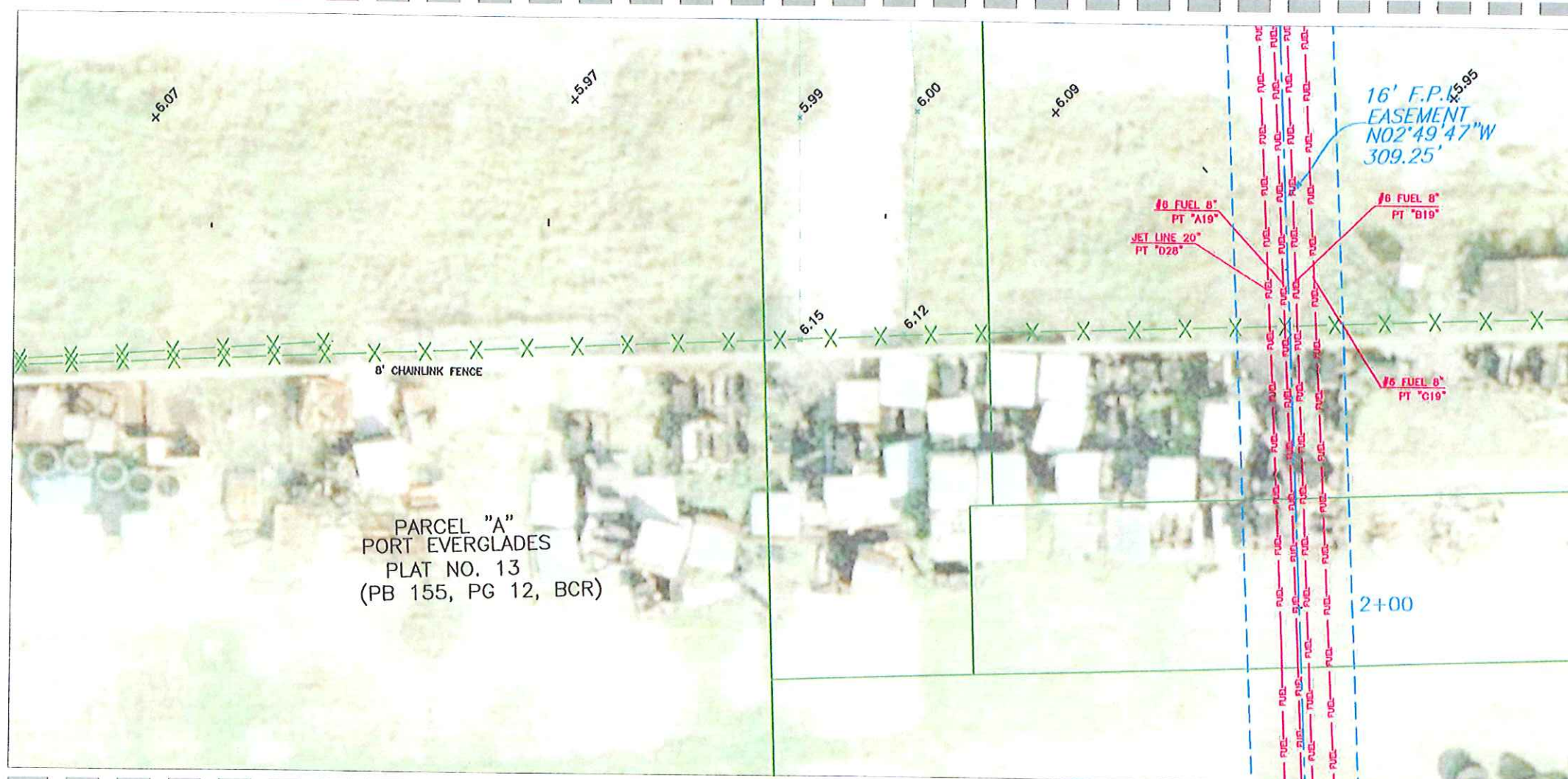
⊗ NUL & DISK SET (N&D SET) ⊗ NUL & DISK FOUND (N&D FND) ○ IRON PIPE SET (IP SET) ○ IRON PIPE FOUND (IP FND) ○ LIGHT POLE ○ POWER POLE ■ CATCH BASIN (CB) ▷v WATER GATE VALVE (GV)	■ WATER METER (WM) ∞ CLEAN OUT COVER ▷g GAS VALVE □E ELECTRIC SERVICE BOX ○n FIRE HYDRANT ○S SANITARY SEWER MANHOLE ○D DRAINAGE MANHOLE	15.8' EXISTING SPOT ELEVATION CONCRETE ○_{MW} MONITORING WELL ○ BOLLARD ○_{CUP} CONCRETE UTILITY POLE ○_{MW} TEST WELL
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[illegible]



MATCHLINE "SEE SHEET 18 OF 18 SHEETS"



MATCHLINE "SEE SHEET 17 OF 18 SHEETS"

LEGEND

- | | | |
|-------------------------------|--------------------------|-------------------------------|
| ⊙ NAIL & DISK SET (N&D SET) | ⊙ WATER METER (WM) | 15.81 EXISTING SPOT ELEVATION |
| ⊙ NAIL & DISK FOUND (N&D FND) | ⊙ CLEAN OUT COVER | CONCRETE |
| ⊙ IRON PIPE SET (IP SET) | ⊙ GAS VALVE | ⊙ MONITORING WELL |
| ⊙ IRON PIPE FOUND (IP FND) | ⊙ ELECTRIC SERVICE BOX | ⊙ BOLLARD |
| ⊙ LIGHT POLE | ⊙ FIRE HYDRANT | ⊙ CONCRETE UTILITY POLE |
| ⊙ POWER POLE | ⊙ SANITARY SEWER MANHOLE | ⊙ TEST WELL |
| ⊙ CATCH BASIN (CB) | ⊙ SANITARY SEWER MANHOLE | |
| ⊙ WATER GATE VALVE (GV) | ⊙ DRAINAGE MANHOLE | |

INTERPOLATED APPROX. LOCATION OF F.P.L. PIPES
BASED ON G.P.R. DATA

15" STEEL
ELEV. = 0.00
N = 9000000.0000
E = 6000000.0000

F.P.L. PIPE LOCATION & DEPTH
OBTAINED BY SOFT DIG LOCATIONS

SURFACE PAINTMARKS SHOWING APPROX. LOCATIONS
OF OTHER UNDERGROUND PIPES & UTILITIES

SURVEY DATE: 9/10/10
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ENGINEERING
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PLANNING

SDA SHAH & ASSOCIATES

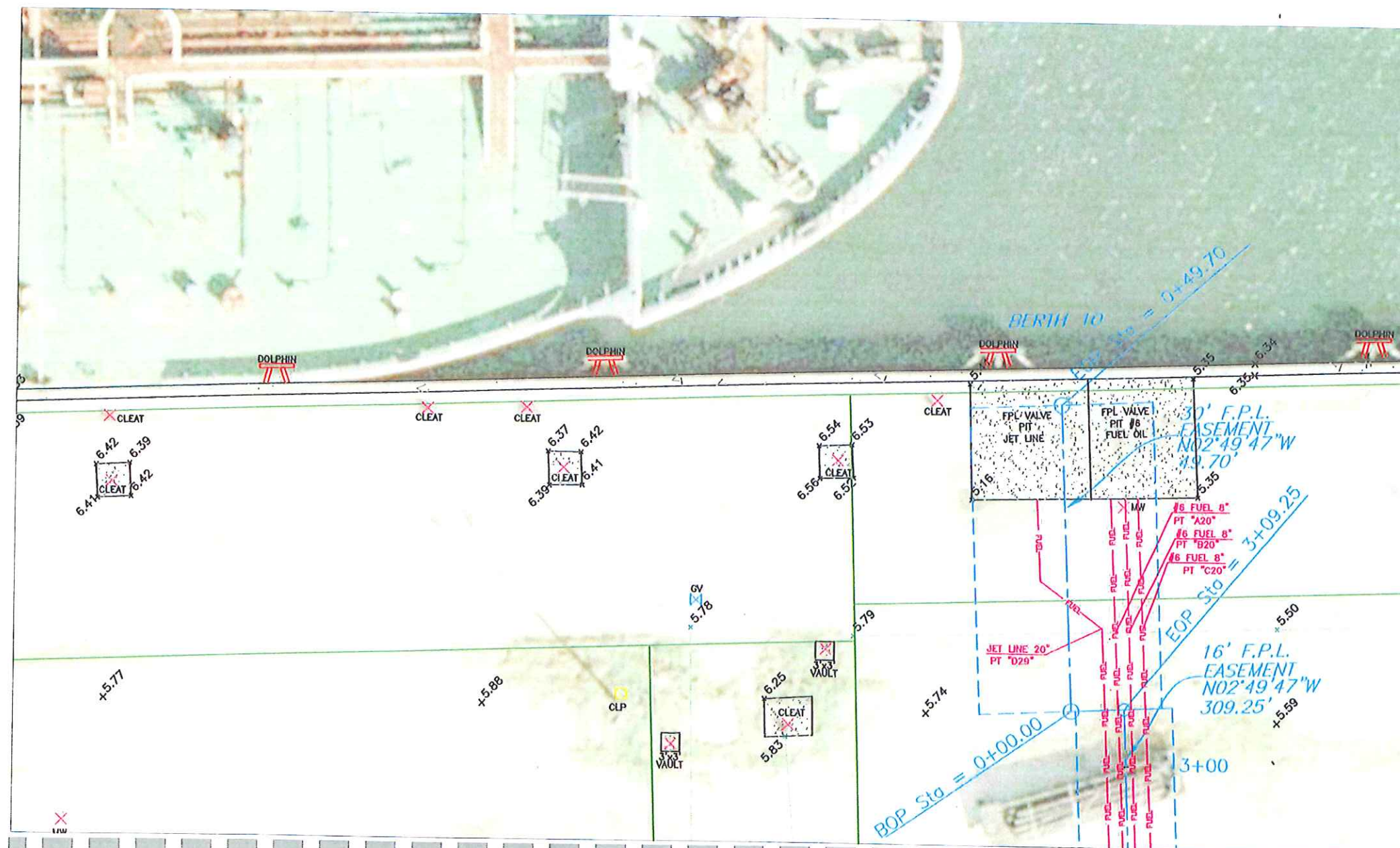
ENGINEERING AUTH. NO. 5634 SURVEYING LIC. NO. 13-6456
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

DRAWN BY: MIO
CHECKED BY: MOR
DESIGNED BY:
APPROVED BY: S.D.A.
SCALE=1"=20'

PORT EVERGLADES TERMINAL
F.P.L. EASEMENT / PIPELINE SKETCH
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

SEAL
FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG. NO. 3998
DATE: OCTOBER 2010
JOB NO. 0911A.00
SHEET 17 OF 18



MATCHLINE "SEE SHEET 17 OF 18 SHEETS"

LEGEND

- | | | |
|------------------------------|--------------------------|-------------------------------|
| ● NUL & DISK SET (H&D SET) | □ WATER METER (WM) | 15.81 EXISTING SPOT ELEVATION |
| ● NUL & DISK FOUND (H&D FND) | ○ CLEAN OUT COVER | CONCRETE |
| ● IRON PIPE SET (IP SET) | ○ GAS VALVE | ○ MONITORING WELL |
| ● IRON PIPE FOUND (IP FND) | □ ELECTRIC SERVICE BOX | ○ BOLLARD |
| ○ LIGHT POLE | ○ FIRE HYDRANT | ○ CONCRETE UTILITY POLE |
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— FUEL — FUEL — FUEL — FUEL — INTERPOLATED APPROX. LOCATION OF F.P.L. PIPES
BASED ON G.P.R. DATA

15" STEEL
ELEV. = 0.00
N = 9000000.0000
E = 6000000.0000

— FUEL — FUEL — FUEL — FUEL — F.P.L. PIPE LOCATION & DEPTH
OBTAINED BY SOFT DIG LOCATIONS

— FUEL — FUEL — FUEL — FUEL — SURFACE PAINTMARKS SHOWING APPROX. LOCATIONS
OF OTHER UNDERGROUND PIPES & UTILITIES

EX 12" WM — EX 12" WM

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REVISIONS	
DATE	DESCRIPTION

ENGINEERING
SURVEYING
PLANNING

S.D.A. SHAH DROTOS & ASSOCIATES

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3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
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DRAWN BY: MG
CHECKED BY: MDR
DESIGNED BY:
APPROVED BY: S.D.A.
SCALE = 1" = 20'

PORT EVERGLADES TERMINAL
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CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

SEAL
FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR
AND MAPPER
FLORIDA REG. NO. 3980
DATE:
OCTOBER 2010
JOB NO.
0911A.00
SHEET
18 OF 18