

ADDENDUM "A"

Structure No.: 136T6
Section 35, Township 48S, Range 41E:
Easement No.: S00200350
Parcel ID:
(Maintained by County Appraiser)

RIGHT-OF-WAY CONSENT AGREEMENT (Governmental Entity)

FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("**Company**"), with a mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereby consents to City of Margate ("**Licensee**"), whose mailing address is 5790 Margate Blvd., Margate, Florida 33063 using that certain area within Company's right-of-way granted by that certain agreement recorded in Official Record Book 4092, at Page 522, Public Records of Broward County, Florida, as more particularly described on Exhibit A attached hereto ("**Lands**"). Licensee's use of the Lands shall be solely for the purpose of ** See Attached as Exhibit D as shown on the plans and specifications submitted by Licensee, and attached to this Right-of-Way Consent Agreement (Governmental Entity) ("**Agreement**") as Exhibit B, and for no other purpose whatsoever.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

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

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

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or

stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

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

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

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

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of any construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein to the contrary, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "**FPL Entities**"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, and shall cause each of Licensee's contractors and subcontractors performing work in connection with the project during the period of this Agreement, to procure and maintain at Licensee's and such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of \$3,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by Licensee in indemnity provision set forth in Section 12 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee and, (iv) Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. Except for the Workers' Compensation Insurance, License shall name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon execution of this Agreement, License shall provide evidence of the required insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company by Licensee. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

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

Nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and sub-

contractors may not self- insure. This Section shall survive the expiration or earlier termination of this Agreement

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

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

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

17. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. In the event of any litigation arising out of enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, charges and expenses of enforcement, including reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels.

19. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Licensee and Company.

20. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

21. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

22. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensee and Company have contributed substantially and materially in the negotiation

and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

23. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of Company.

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

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

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

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

COMPANY:

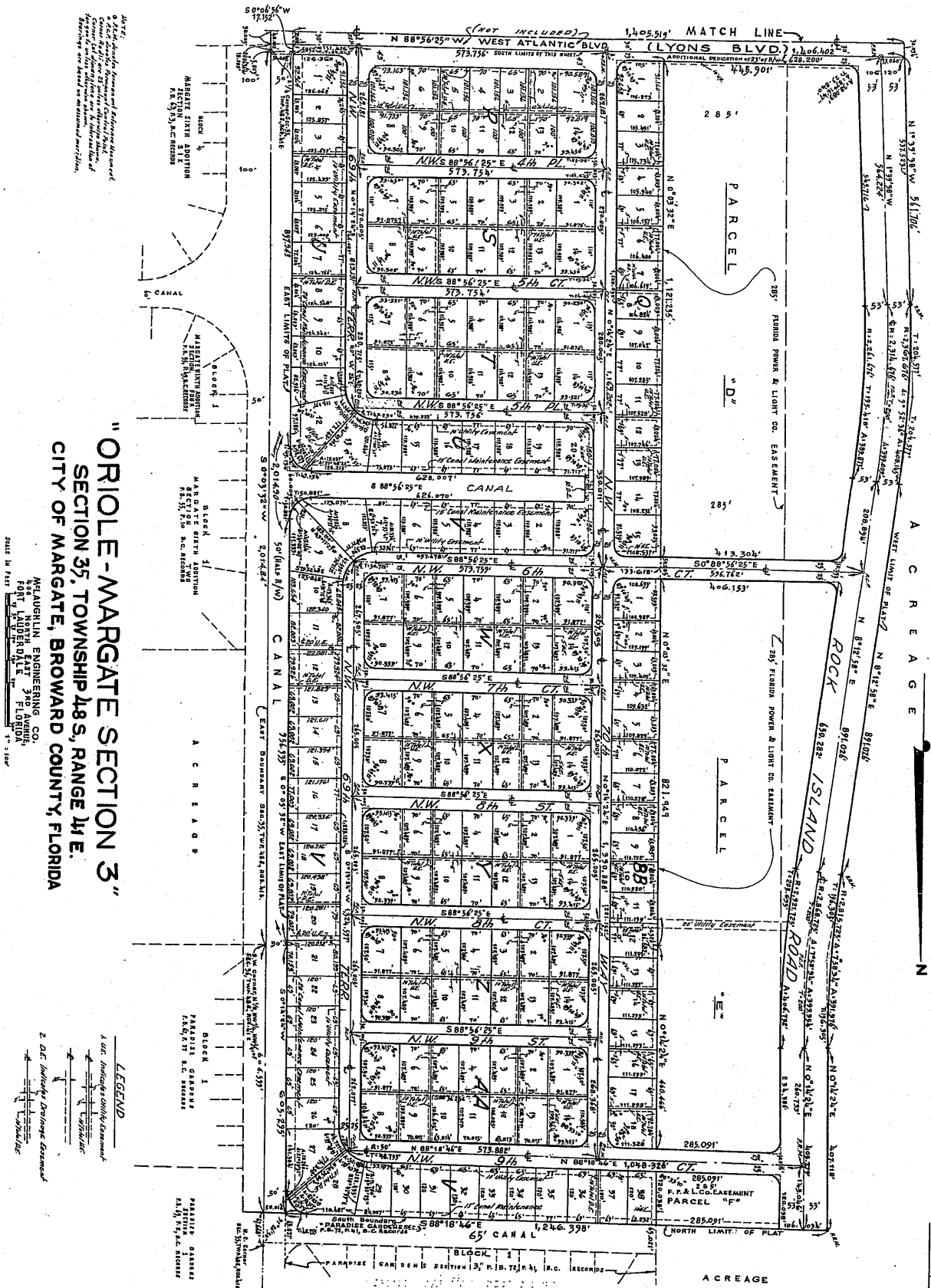
FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

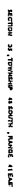
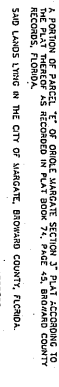
By: _____
Its: Corporate Real Estate Manager
Print Name: Samantha J. Saucier

LICENSEE: CITY OF MARGATE

By: _____
Its: _____
Print Name: _____

(Corporate Seal)





CONCRETE UNIT 2025

▲ **RUCCO LIGHT**

WIRE PULL BOX

WATER VALVE

WOOD POWER

2 **BACULUM PREVENTER**

TRANSFORM

Fig. 1. = **Figure 1**

- BOTTOM OF STRUCTURE

B. - PLAT 9228
 C. - PLAT

ALL MOON IN FEET

PAUL TAYLOR

FLCOD INSTRUCTIONS

COMMUNITY PRINT NO. 12

DIRECT FACILITY WAS NOT AS
PATIENTS. RIGHTS-OF-WAY, RESID

EVALUATION NOTE:

U OF IBBB (NAVOIS), ARE SH
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UNION PACIFIC SHORT LINE CO.

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MAY 28) USING THE FOLLOWING

BY ROBERT ORMEGAULT, M.D.
AND LOUISIANA OF THE F

COLLS ARE DEDUCTIBLE FOR A
 UCTED ON MAY 17TH 2017. IN
 SELECTING TECHNOLOGIES WERE US

ATIONS WITH CURRENT TECHNOLOGY
ALL UTILITIES WERE SUCCESSFUL

INSTRUCTIONS.

1. **WATER SUPPLY** 2011

AND MAPERS IN CHAPTER
PURSUANT TO SECTION 472

71621

STATE OF FLORIDA
NOT VALID WITHOUT THE
SIGNED RETURN OF A CANDIDATE

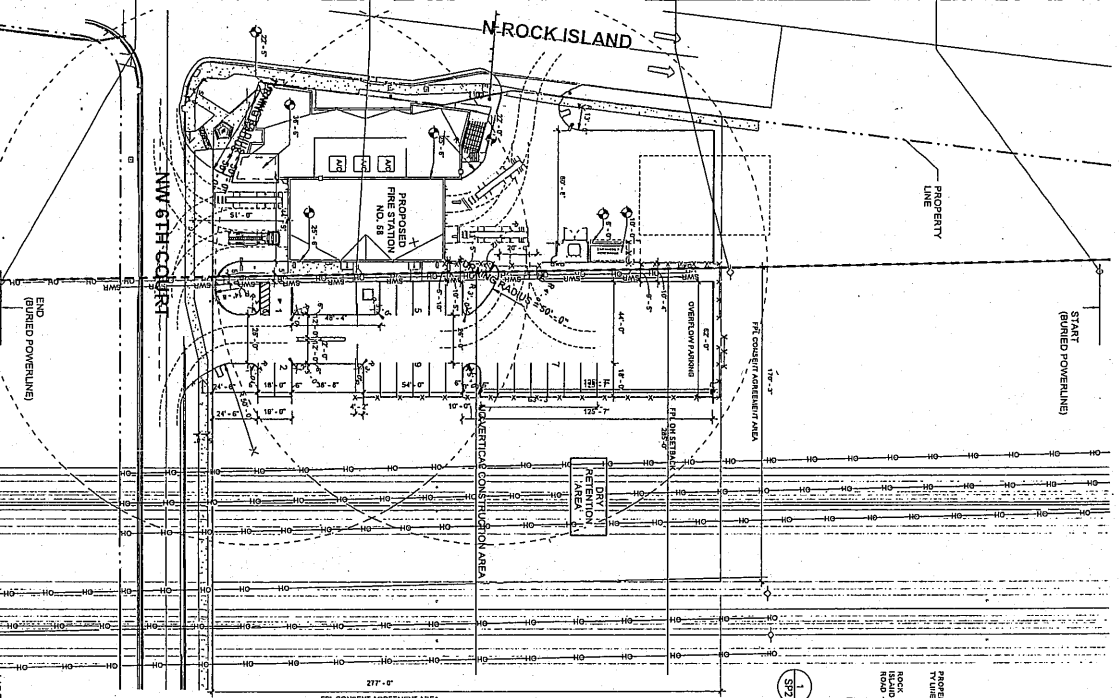
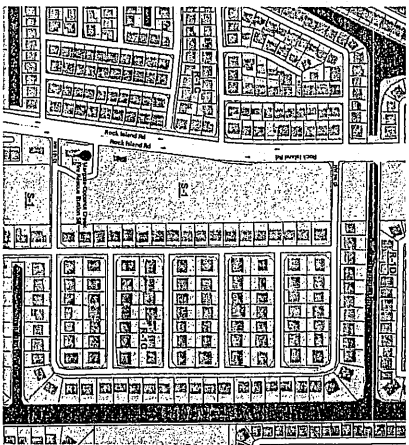
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2 SITE PLAN DIMENSIONAL
1" = 30'-0"

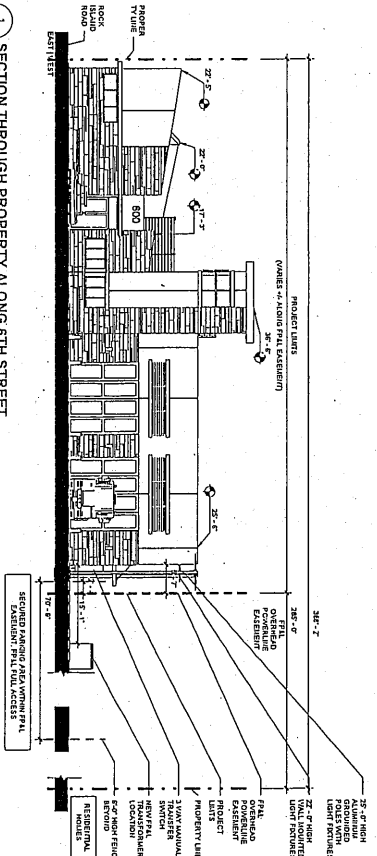
GRAPHIC SCALE: 1" = 30'-0"
NORTH

SEE CIVIL AND LANDSCAPE DRAWINGS FOR WORK SCOPE

3 LOCATION MAP
SP2 N.T.S.



1 SECTION THROUGH PROPERTY ALONG 6TH STREET
3/2" = 1'-0"



SP2

SITE PLAN FP&L COORDINATION

Project No.:	2017-105
Drawn By:	NS
Checked By:	01-10-2020
Revisions	

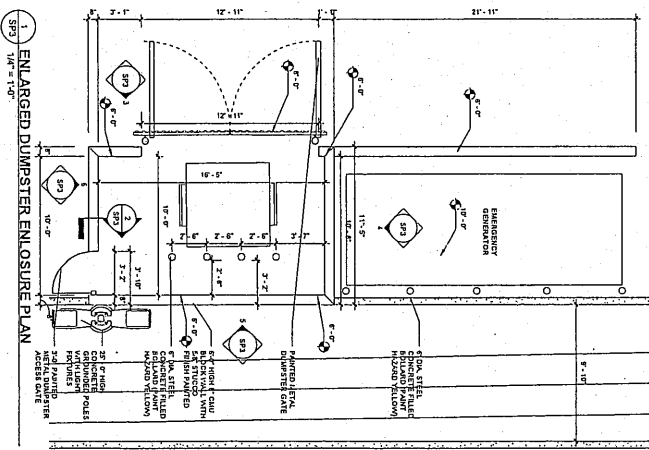
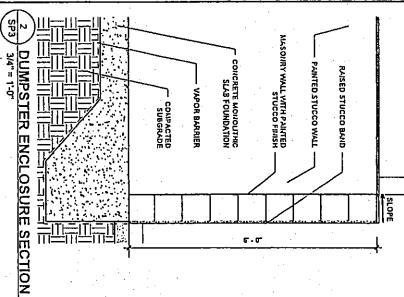
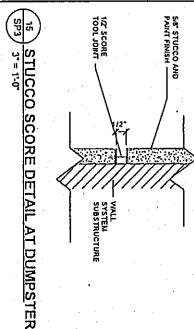
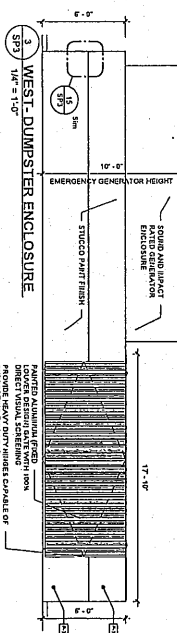
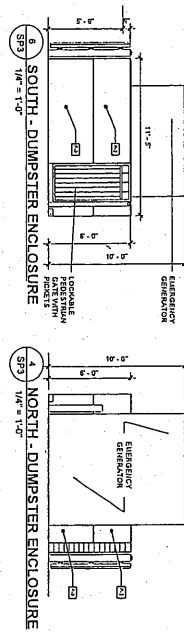
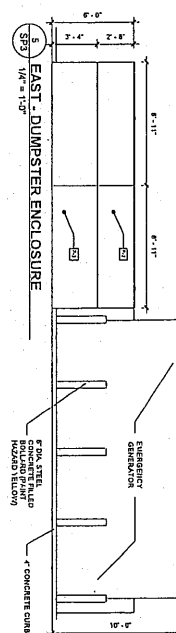
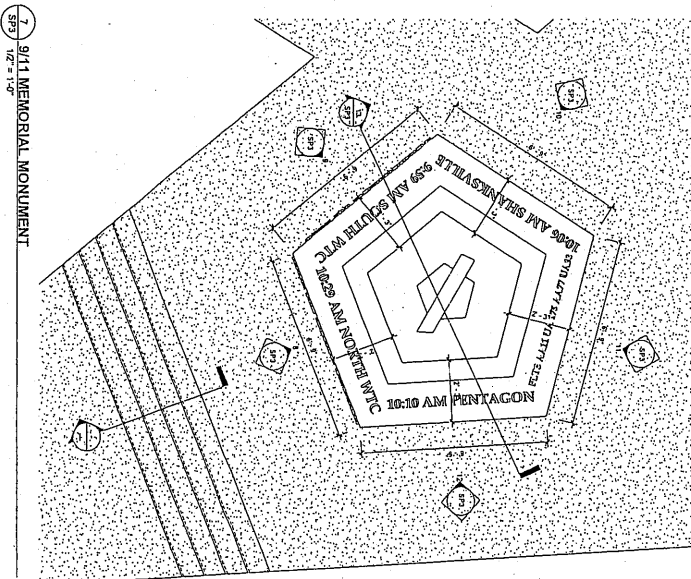
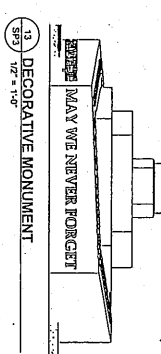
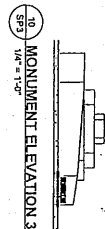
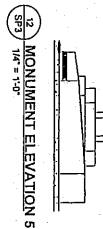
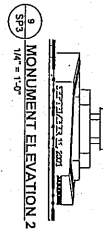
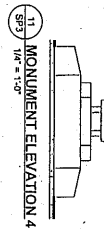
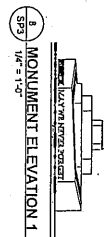
Charles Michelson ARCH003976

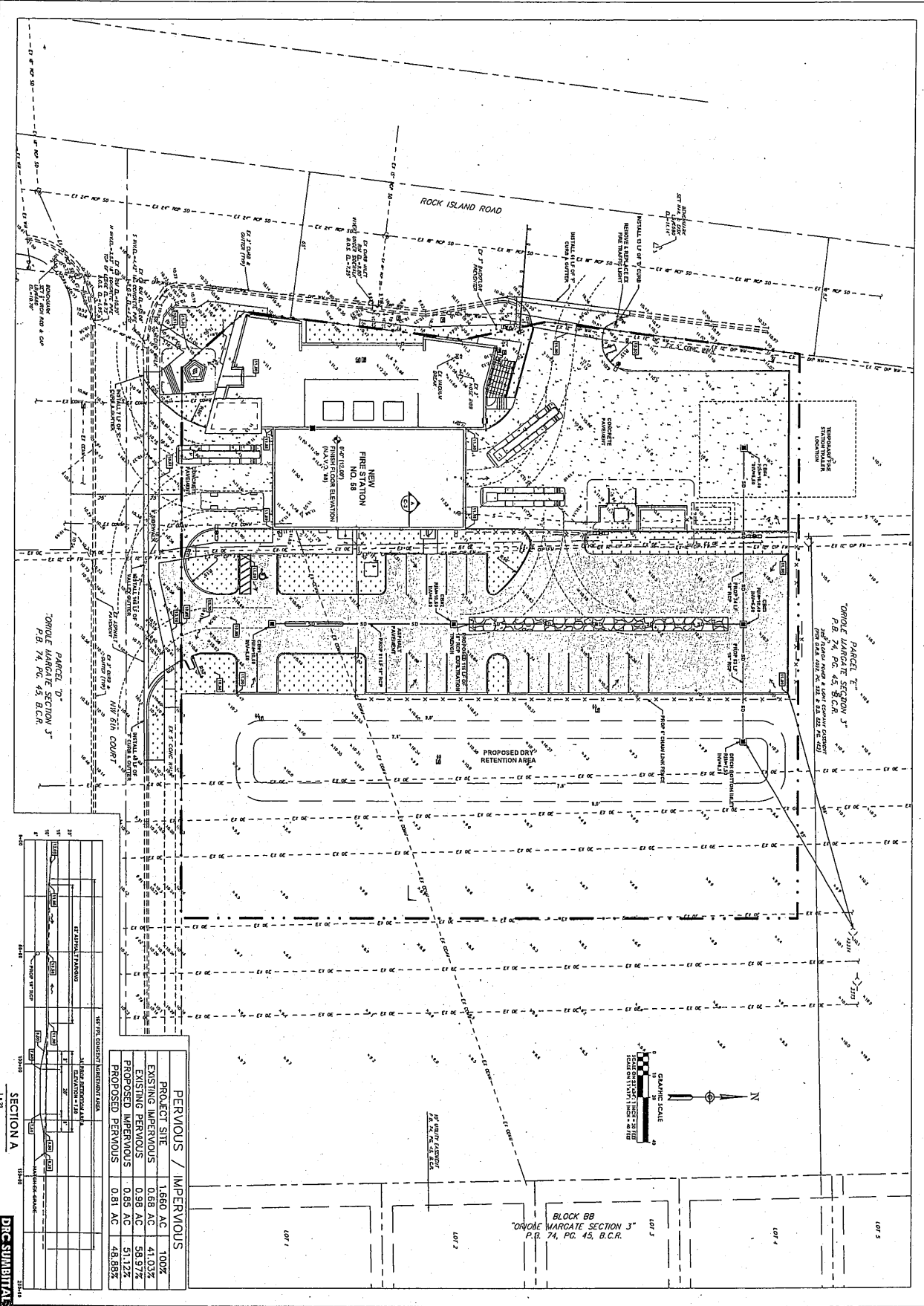
SALTZ MICHELSON ARCHITECTS

1501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 333-3333
info@saltzmichelson.com
AA-0002887

CITY OF MARGATE FIRE STATION 58

600 ROCK ISLAND ROAD
MARGATE, FL 33063





SECTION A

PERVIOUS / IMPERVIOUS
PROJECT SITE 1,560 AC 100%
EXISTING IMPERVIOUS 0.68 AC 41.03%
EXISTING PERVIOUS 0.98 AC 58.97%
PROPOSED IMPERVIOUS 0.85 AC 51.12%
PROPOSED PERVIOUS 0.81 AC 48.88%

DRC-SUBMITAL

CHEN-MOORE ASSOCIATES
 500 West Ogden Street
 Suite 100
 St. Louis, MO 63103
 Phone: 314.241.1100
 Fax: 314.241.1101
 Email: info@chen-moore.com
 Website: www.chen-moore.com

CLIENT
 MARGATE FIRE STATION 58

PROJECT INFORMATION
 PROJECT NUMBER: 19-178.011
 CLIENT PROJECT NUMBER: 19-178.011

DESIGNER
 DATE OF ISSUE: 1/10/2020
 DESIGNED BY: JB
 DRAWN BY: AHC
 CHECKED BY: DD

REVISIONS
 1. NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY

PERVIOUS / IMPERVIOUS

PROJECT SITE	1,560 AC	100%
EXISTING IMPERVIOUS	0.68 AC	41.03%
EXISTING PERVIOUS	0.98 AC	58.97%
PROPOSED IMPERVIOUS	0.85 AC	51.12%
PROPOSED PERVIOUS	0.81 AC	48.88%

DATE OF ISSUE
1/10/2020

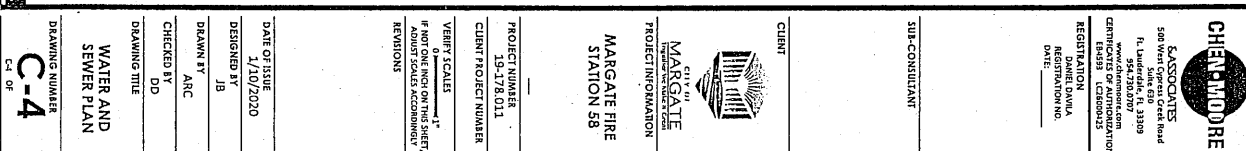
DESIGNED BY
JB

DRAWN BY
AHC

CHECKED BY
DD

DRAWING TITLE
PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER
C-3



CHIEN-MODRE

ASSOCIATES
500 West Cypress Creek Road
Suite 630

Fl. Lauderdale, FL 33309
954.730.0707
www.chenmoore.com

REGISTRATION
CERTIFICATES OF AUTHORIZATION
EB4593 IC26000425

REGISTRATION NO. _____
DATE: _____

SUB-CONSULTANT:

10



CLIENT



MARGATE
Incorporating the Public in Crime
PROJECT INFORMATION

MARGATE FIRE
STATION 58

PROJECT NUMBER
19-178.011

CLIENT PROJECT NUMBER

VERIFY SCALES

0 ~~1~~ 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
1/10/2020

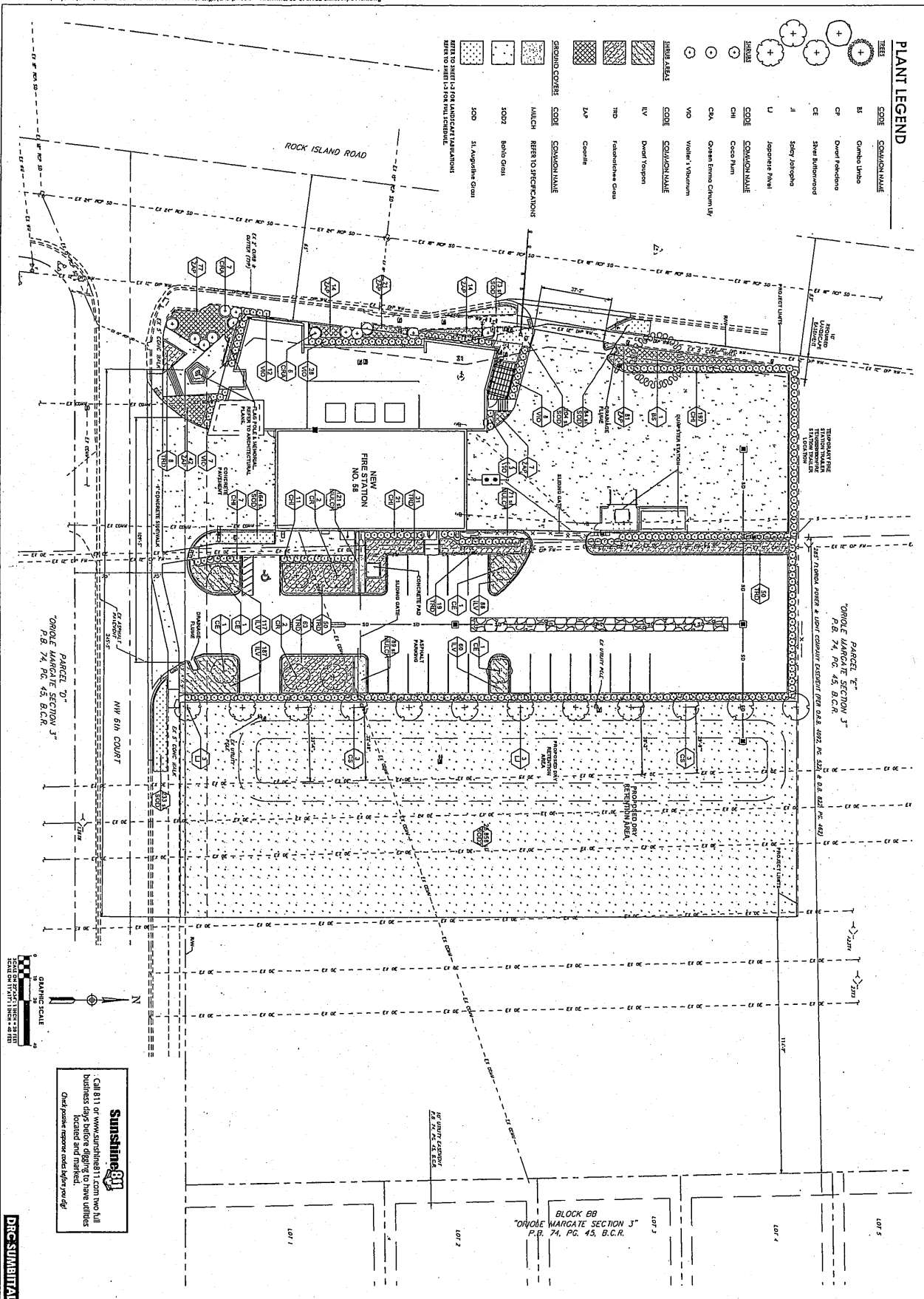
DESIGNED BY
JB

ARC
CHECKED BY
DD

DRAWING TITLE
WATER AND

SEWER PLAN
DRAWING NUMBER

C-4
C-1 OF



NATIVE PLANT TABULATIONS & MITIGATION REQUIREMENTS

TREES	Code	Quantity	Native Total	Non-Native Total	Drought Tolerance	Replacement Category	County Mitigation Standard	Mitigation (\$)
B.S.	1	1			High	1	Category 1 (500 SF)	1,500
C.R.	4	4			High	2	Category 2 (150 SF)	1,500
C.S.	5	5			High	2	Category 2 (150 SF)	1,500
C.S.	6	6			High	2	Category 2 (150 SF)	1,500
U	6	6			High	2	Category 2 (150 SF)	1,500
Percent Native								
SHRUBS								
C.H.	216	216			High			
C.H.A.	6	6			Moderate			
W.V.	58	58			High			
D.V.	452	452			High			
T.D.	221	221			High			
Z.P.	282	282			High			
Percent Native								
			391					
TOTAL NATIVE TREES								
			16					
TOTAL NON-NATIVE TREES								
			6					
TOTAL NATIVE SHRUBS								
			1,140					

MITIGATION TABULATIONS			
TREES	County Mitigation Standard	Mitigation (\$)	
Category 1 (500 SF)		1,500	
Category 2 (150 SF)		1,500	
TOTAL MITIGATION (\$)			
		3,000	
Proposed Tree Canopy Removal		1,574	
Net Difference		1,426	

LANDSCAPE TABULATIONS

Chapter 23 Article 21 LANDSCAPE REQUIREMENTS	Area/Length	Location	Required	Provided	Notes
C.R. 23 Art. 1 Sec. 23-1 (a)(1) Landscape Materials A minimum of fifty (50) percent of all required landscaping species. Note: The effective date of this article shall be twelve months after the date of adoption.	Project Limits	Project Limits	50% Native	73% Native Trees 29% Native Shrubs	The proposed site plan shows a minimum of 50% native species. The project limits are 100% native species.
C.R. 23 Art. 1 Sec. 23-1 (b)(1) Landscaping Shading ROW In non-residential districts a strip of land at least ten feet in width shall be planted with shade trees for every 40 linear feet of frontage. In addition, a hedge shall be planted.	393	Adjacent to ROW	10	1	
C.R. 23 Art. 1 Sec. 23-1 (d) Perimeter Landscaping The perimeter of the property shall be landscaped with a minimum of 50% native species. The perimeter landscaping strip shall be at least five feet in width along the property line. Requirements: 1 shade tree along the property line for every 75 linear feet.	273	Property Perimeter	4	4	
C.R. 23 Art. 1 Sec. 23-1 (e) Parking Area and Interior Landscaping (a) There shall be 1 shade tree and 5 shrubs per 700 square feet of interior landscaping.	2,871	Interior Landscaping	14	14	

FPL ROW TREE & SHRUB MATRIX

TREES		
Gumbo Limbo	25-50' Maturity Height: 25-50'	Installed at 12' Height. Spread
Pink Apple	25-50' Maturity Height: 15-25'	Installed at 12' Height. Spread
Silver Buttonwood	15-50' Maturity Height: 15-20'	Spread
Orange Cedgee	25-50' Maturity Height: 15-25'	Installed at 8' Height. Spread
Japanese Privet	8-12' Maturity Height: 15-25'	Installed at 12' Height. Spread
SHRUBS		
Coccoloba	6-15' Maturity Height: 10-15'	Installed at 2' Height x 3' Spread
Queen Emma Lily	3-5' Maturity Height: 3-5' Spread	Installed at 1' Height x 3' Spread
White Y. Yucca	6-25' Maturity Height: 6-10' Spread	Installed at 1' Height x 3' Spread
Dwarf Yucca	Installed at 2' Height x 3' Spread	Spread
Flamingo Grass	Installed at 12' Height x 3' Spread	Spread
Grass	3-5' Maturity Height: 3-5' Spread	Installed at 1' Height x 3' Spread
Grass	1-5' Maturity Height: 3-5' Spread	Installed at 12' Height x 3' Spread

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SCOT	REMARKS
Gumbo Limbo	B.S.	1	Gumbo Limbo	Besleria pinnata	8.1.8	12' Ht. 7" CAL.
Pink Apple	C.R.	4	Pink Apple	Quintinia	8.1.8	12' Ht. 7" CAL.
Silver Buttonwood	C.S.	4	Silver Buttonwood	Conocarpus erectus 'Silver'	8.1.8	10' OAH, 5' Ht. 7" CAL.
Orange Cedgee	C.S.	4	Orange Cedgee	Cordia alliodora	8.1.8	12' Ht. 7" CAL.
Japanese Privet	U	6	Japanese Privet	Ligustrum japonicum	8.1.8	8' Ht. 7" CAL.
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SCOT	REMARKS
Coccoloba	C.H.	216	Coccoloba	Chrysobalanus icaco	8.1.8	3' x 3'
Queen Emma Clematis	W.V.	58	Queen Emma Clematis	Chamaecrista nictitans	8.1.8	3' x 3'
Queen Emma Lily	D.V.	452	Queen Emma Lily	Yucca gloriosa	8.1.8	3' x 3'
White Y. Yucca	T.D.	221	White Y. Yucca	Yucca gloriosa	8.1.8	3' x 3'
Dwarf Yucca	Z.P.	282	Dwarf Yucca	Yucca gloriosa	8.1.8	3' x 3'
Flamingo Grass			Flamingo Grass	Stenotaphrum secundatum	8.1.8	3' x 3'
Grass			Grass	Stenotaphrum secundatum	8.1.8	3' x 3'

DRC SUBMITTAL

CLIENT

MARGATE
FIRE STATION 58

DATE OF ISSUE

1/10/2020

DESIGNED BY

J.B.

DRAWN BY

A.N.C.

CHECKED BY

D.D.

DRAWING TITLE

LANDSCAPE DETAILS

DRAWING NUMBER

L-3

PROJECT NUMBER

19-178.011

CLIENT PROJECT NUMBER

VARIETY

1"

REVISIONS

DATE OF ISSUE

1/10/2020

DESIGNED BY

J.B.

DRAWN BY

A.N.C.

CHECKED BY

D.D.

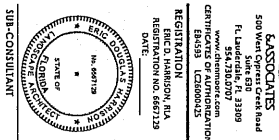
DRAWING TITLE

LANDSCAPE DETAILS

DRAWING NUMBER

L-3

CHEN-MOORE



**FPL**

EXHIBIT "C"

NOTIFICATION OF FPL FACILITIES

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

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

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

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

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

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

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

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

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

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

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

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

EXHIBIT D

City of Margate Fire Station # 58
Demolition and New Construction
Project Description
January 13, 2020

The City of Margate's Fire Station #58 is located within a portion of Parcel "E" of the Oriole-Margate Section 3 Plat (Broward County PB 74, PG 45), with a street address of 600 N. Rock Island Road, Margate, Florida. The Fire Station and associated parking is subject to an existing FPL Right of Way Consent Agreement dated June 1, 1994. As shown on the survey of the existing facility, a portion of the generator building structure together with a paved asphalt parking area, wheel stops, sidewalk, and light poles currently lie within a Florida Power & Light (FPL) right of way. This right of way was granted by an agreement recorded in O.R. Book 4092, at Page 522, Public Records of Broward County, Florida.

The City intends to demolish and replace Fire Station #58. The City of Margate is therefore requesting consent from FPL for the following:

1. Demolition of the Fire Station structure and generator building, lying both within and outside of the FPL right of way, together with demolition of all existing City improvements within the FPL right of way, including the asphalt parking areas, wheel stops, and light poles.
2. Removal of approximately +/- 680' L.F. of an overhead power line at the western edge of the right of way (running north and south) and adjacent to the existing building, to be replaced with underground lines and transformer within the FPL easement for service to the new building. It is anticipated that this work would be done in coordination with FPL engineers and the design team at the City's expense. The poles for this line are listed on the attached drawings which shows the pole locations and area in between where the line will be buried. The buried line would start roughly 130' +/- north of the building and running south to come back above ground 85' +/- south of NW 6th Court.
3. Installation of horizontal improvements associated with a new fire station structure, including a gated* asphalt parking area, limited landscaping, irrigation, lighting, and dry retention area. No vertical structures will be constructed within the 285' FPL right of way. As previously discussed and agreed to by FPL the secured staff only parking areas shall have (2) access points. The first from the south side shall be provided by a 6' high double gated (12' wide gate) 24' in total width and motorized. Access is from a center island mounted goose neck card reader. FPL shall have FULL access for use at their disposal. The north side shall be provided with a 6' high 16' wide manual gate that will also be secured and fully accessible by FPL. The secured gates and fencing for this parking area shall be 6' high vinyl coated galvanized chain-link fencing with top and bottom rails with posts every 8' o.c. This is shown on the site plans provided.

We anticipate that construction would commence as soon as possible after receipt of FPL consent and all required permits. Demolition is slated to begin by the fourth quarter of 2020, with construction of the new facility to be completed within 12 months after commencement. This schedule is subject to adjustment in the due course of reviews and approvals.

The existing Fire Station was originally constructed in 1974. Various additions and renovations were subsequently made throughout the 1990's and early 2000's, but the building is at the end of its useful life. It is a critical facility for the residents of Margate and surrounding areas and must be replaced. The station's staff and equipment will be housed temporarily during construction to the north of the existing building and outside of the FPL right of way.

The proposed Fire Station will be constructed by the City in accordance with all applicable codes and regulations. The proposed facility serves an essential public safety need and should not hinder the FPL's maintenance and operations procedures. Once completed, the new improvements will have less impact on the FPL right of way than what is currently in place.

The enclosed plan and survey depicts the proposed use and all FPL transmission facilities located on or adjacent to the site, including 16k and 20.5k overhead wires. No line work or other construction is being requested at or near the large overhead line towers. The only request is for the smaller single overhead line directly adjacent to the property be buried underground within the FPL easement.

There will be no significant regrading on the property, and new landscaping will be limited to the building area specifically with larger planting adjacent to the building and lower growing (no more than a 14' height) away from within the projects limited work scope area. All lighting poles shall be installed only outside of the FPL 285' right of way area (towards the west). Site lighting required along the building adjacent to the parking area shall be wall mounted on the building only. Only underground utilities planned for in the FPL easement area would be to support ground drainage only and would be designed as a dry retention area as required and approved by FPL. The majority of construction equipment for the building demolition and foundation and vertical construction, such as bulldozers, loaders, dump trucks, concrete trucks and rollers will be used outside the FPL right of way. Construction equipment to be used for the parking area in the right of way would include a front end loader/grader, compactor and ditch witch.

Property Description: ORIOLE-MARGATE SEC 3 74-45 B PARCEL E LESS RD R/W DESC IN OR 16476/756. Prior to finalizing the Consent Agreement, a legal description will be provided that defines the "FPL Consent Agreement Area" as proposed on the attached sketch.

Property Ownership: The City of Margate, 5790 Margate Blvd., Margate, FL 33063