



Gulf Power®

Michael G. Spoor
Vice President, Power Delivery

January 7, 2020

Mr. Brian Camposano
Assistant Bureau Chief
Forest Management Bureau, Florida Forest Service
Florida Department of Agriculture and Consumer Services
The Conner Building
3125 Conner Boulevard, I-255
Tallahassee, Florida 32399-1650
Transmitted via electronic submittal

RE: North Florida Resiliency Connection Project Easement Request

Dear Mr. Camposano:

Pursuant to your telephone conversation with Michael Harrington on November 14, 2019, Gulf Power Company (GPC) is pleased to provide the following written commitments and enclosed documents regarding your Agency's review and consideration of GPC's request for easement rights within Lake Talquin State Forest, Wakulla State Forest and Plank Road State Forest (all together Forest Lands) for the North Florida Resiliency Connection (NFRC) Project.

Upon approval of the project by the Acquisition and Restoration Council, GPC offers commitments to the following:

1. GPC agrees to pay for all required appraisals and provide the Florida Forest Service the appraised value of each property where easements are being requested on Forest Lands. The appraised value paid to the Florida Forest Service will be the Division of State Lands approved value, once the appraisal is complete.
2. GPC agrees to provide the Florida Forest Service appropriate mitigation lands, that at a minimum, contain equivalent acreages to the acreages where easements are being requested on Forest Lands. The lands acquired must be approved by the Florida Forest Service.
3. GPC agrees to secure a qualified forester to conduct merchantable timber assessments and agrees to compensate the Florida Forest Service the assessed value of merchantable timber where easements on Forest Lands are being requested. The timber removed from the easement will be compensated at 2x the merchantable value (based on Timber Mart South quarterly prices and product class).
4. GPC agrees to install Corten (weathering steel) poles for the all new structures along Geddie Road at the locations shown in Attachment A.



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5. GPC agrees to provide the Florida Forest Service a Restoration and Management Plan for those areas requiring land disturbance, clearing, or long term vegetation management. The Plan will include the following: (a) Revegetation details including seeding in native ground cover; (b) Mowing schedule/treatment plan; and (c) Post-construction monitoring and nuisance/exotic control details.

Included as attachments, are the below listed items:

1. Attachment A. Map depicting locations of Proposed Corten Poles
2. Attachment B. Table Summarizing Easement Acreages
3. Attachment C. Sketch and Descriptions for each Easement
4. Attachment D. City of Tallahassee Agreement

We trust the above commitments and enclosed attachments are sufficient for the Florida Forest Service to issue a Letter of Concurrence for the NFRC Project. Upon receipt of your letter, GPC will send it to DEP's Division of State Lands for them to continue processing our Application for the Use of State Owned Uplands. The project team at Gulf Power Company appreciates your time and consideration in this matter and looks forward to continuing to work with your Agency during the review process.

Sincerely,

Michael Spoor
Vice President, Power Delivery

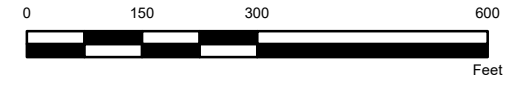
Enclosures

ATTACHMENT A
CORTEN POLE LOCATIONS



PATH: G:\PROJECTS\FPL\North_Transmission_Line\09_PROJECTS\19119943_North_Transmission_Line\A_State_Managed_Lands\19119943_A003_Lake_Talquin_ContentPublications.mxd

- LEGEND**
- Proposed Concrete Pole
 - Proposed Corten Pole
 - Permanent Easement Limits
 - Florida Counties
 - State Managed Lands



REFERENCE(S)

- COUNTY BOUNDARY: FDOT 2018
- PERMANENT EASEMENT LIMITS: GULF POWER 2019
- STATE MANAGED LANDS: FLMA 2018

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA NORTH FIPS 0903 FEET
 PROJECTION: LAMBERT CONFORMAL CONIC
 DATUM: NORTH AMERICAN 1983
 SERVICE LAYER CREDITS: SOURCE: ESRI, DIGITALGLOBE, GEOEYE, EARTHSTAR GEOGRAPHICS, CNES/AIRBUS DS, USDA, USGS, AEROGRIID, IGN, AND THE GIS USER

CLIENT
GULF POWER

PROJECT
NORTH FLORIDA RESILIENCY CONNECTION



YYYY-MM-DD	2019-12-02
DESIGNED	JGW
PREPARED	JGW
REVIEWED	MEH
APPROVED	MEH

TITLE
**LAKE TALQUIN STATE FOREST
PROPOSED CORTEN POLE LOCATIONS**

PROJECT NO. 19119943	CONTROL A003	REV. 0	FIGURE 1
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1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANS I B



- LEGEND**
- Proposed Concrete Pole
 - Proposed Corten Pole
 - Permanent Easement Limits
 - Florida Counties
 - State Managed Lands



REFERENCE(S)

1. COUNTY BOUNDARY: FDOT 2018
2. PERMANENT EASEMENT LIMITS: GULF POWER 2019
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 GULF POWER

PROJECT
 NORTH FLORIDA RESILIENCY CONNECTION



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**LAKE TALQUIN STATE FOREST
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PROJECT NO. 19119943	CONTROL A003	REV. 0	FIGURE 1
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ATTACHMENT B
EASEMENT ACREAGE TABLE

Gulf Power/NFRC State Forest Proposed Easement Acreages

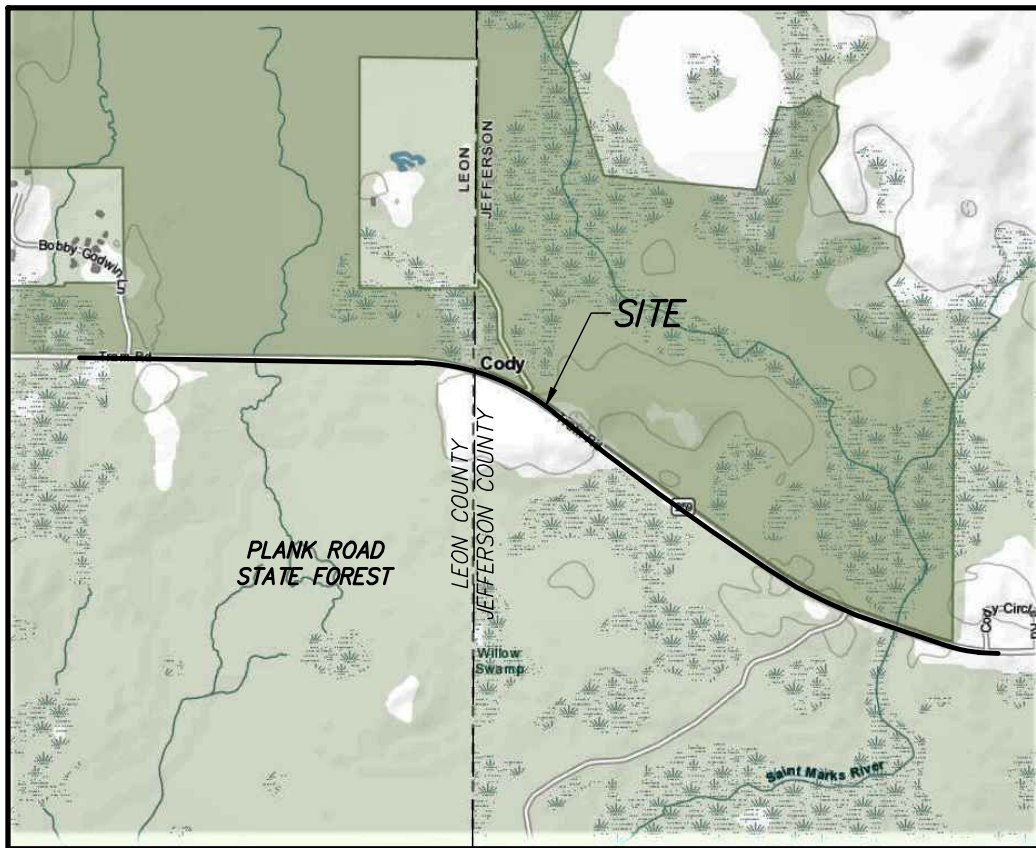
State Forest	Tract/Part	Acreage
Plank Road	Part A	2.13
	Part B	12.56
	Total	14.69
Wakulla	Total	1.58
Lake Talquin	Tract LE-117.000	3.59
	LE-117.000 Easement A	0.02
	LE-117.000 Easement B	0.02
	Tract LE-118.000	2.70
	Tract LE-119.000	0.43
	Total	6.76

ATTACHMENT C
EASMENT LEGAL DESCRIPTIONS AND SKETCHES

Drawing name: S:\Employee\Mike Phillips\Autosave\AcPublish\8924\FPL_202 - St. Marks Upland Easements State Lands south side\5V11.dwg SHEET 1 Jun 27, 2019 9:16am by: mphilips

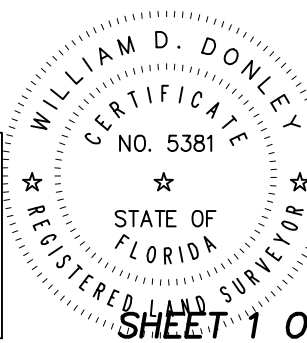
VICINITY MAP

(NOT TO SCALE)



SHEET INDEX:

- SHEET 1: VICINITY MAP
- SHEET 2: NOTES AND LEGEND
- SHEET 3-4: KEY SHEETS
- SHEET 5: LEGAL DESCRIPTION
- SHEET 6-10: EASEMENT DETAILS



William D. Donley

06/27/19
DATE

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 10

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

—OF—
**PLANK ROAD STATE
FOREST LANDS UPLAND
EASEMENTS**

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR & CERTIFIED TO:


**GULF POWER
—and—
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
SCALE N/A

PROJ: 50111200
DRAWN BY: MT
CHECKED BY: WDD
FPL 035224

20210015-EI

LEGEND:

	LINE BREAK
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
AC	ACRES
R/W	RIGHT OF WAY

SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET. DERIVING A BEARING OF S89°27'16"W ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 30, T-1-S, R-3-W.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052 FLORIDA ADMINISTRATIVE CODE.

SHEET 2 OF 10

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AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



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PHONE: 321.354.9826 FAX: 407.648.9104
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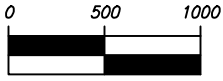
GULF POWER
—and—
**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
SCALE N/A

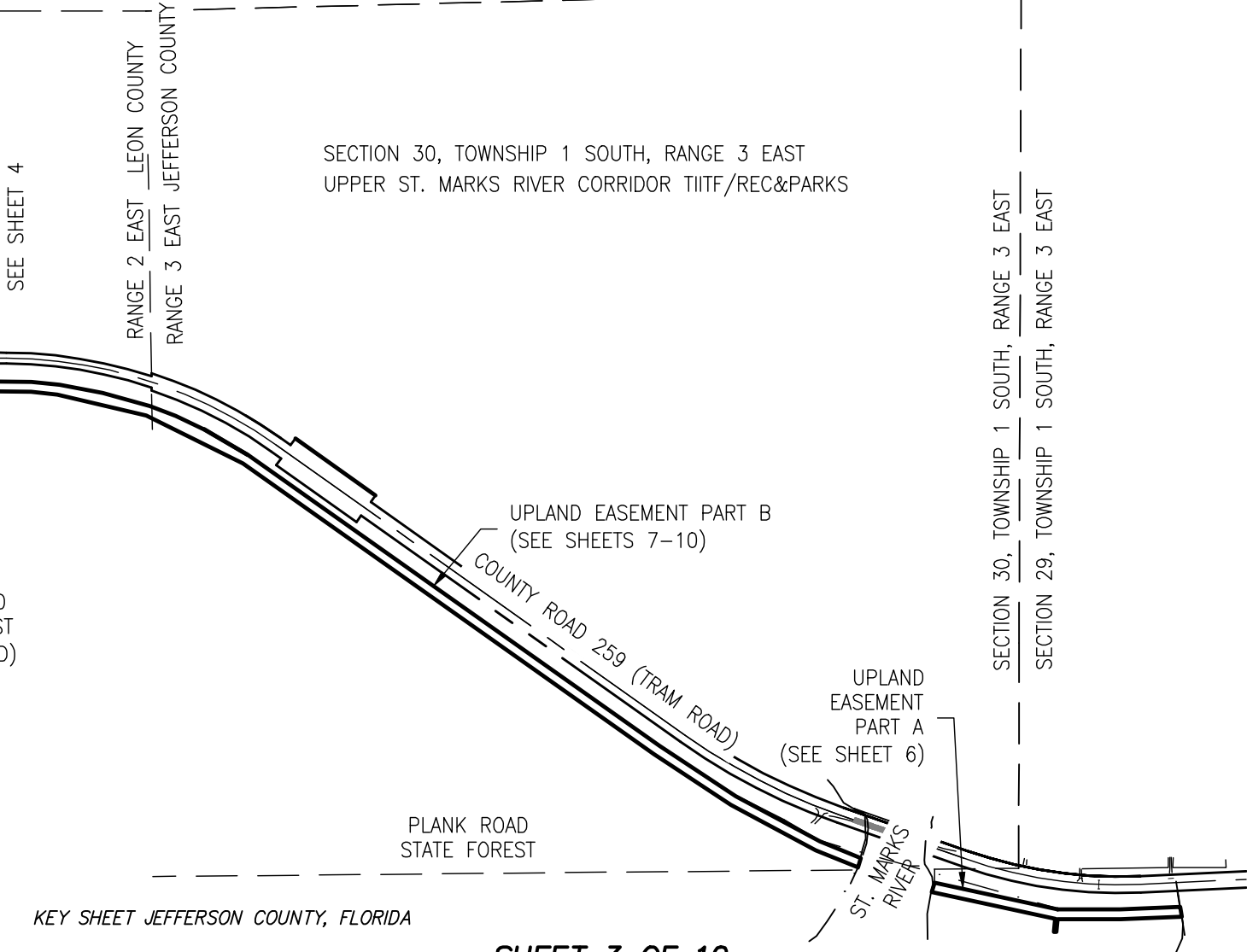
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FPL 035225

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1 INCH = 1000 FEET



SHEET 3 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

-OF-

PLANK ROAD STATE FOREST LANDS UPLAND EASEMENTS

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



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PREPARED FOR & CERTIFIED TO:

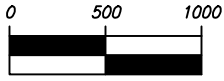
GULF POWER
-and-
THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

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REV DATE:
SCALE 1" = 1000'

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FPL 035226

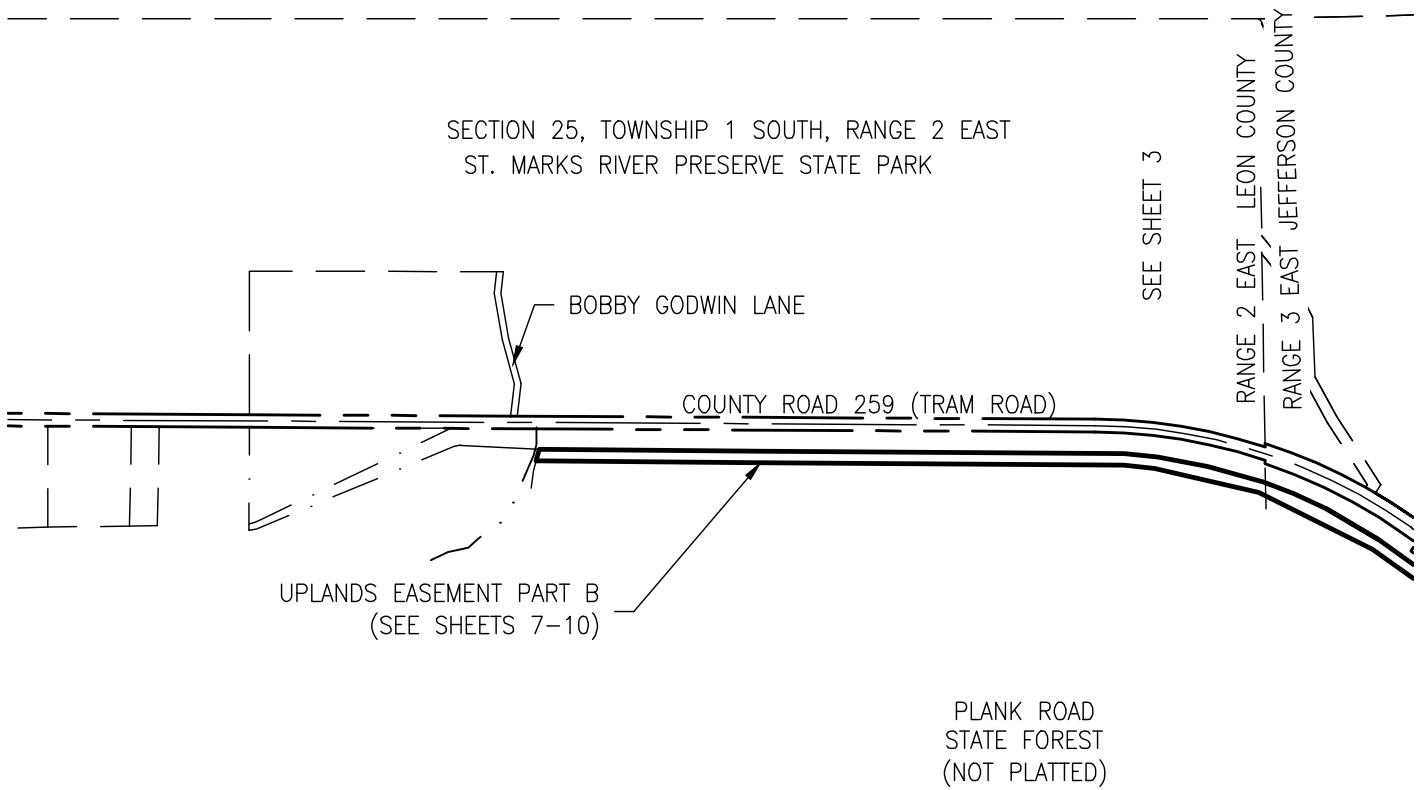
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1 INCH = 1000 FEET

SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST
ST. MARKS RIVER PRESERVE STATE PARK



KEY SHEET LEON COUNTY, FLORIDA

SHEET 4 OF 10

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SPECIFIC PURPOSE SURVEY

-OF-
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SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



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REV DATE:
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PROJ: 50111200
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CHECKED BY: WDD
FPL 035227

20210015-EI

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LEGAL DESCRIPTION: UPLAND EASEMENT PART A

A PARCEL OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST, JEFFERSON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST, JEFFERSON COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SAID SECTION S89°27'16" W A DISTANCE OF 513.07 FEET; THENCE RUN S00°32'44" E A DISTANCE OF 82.48 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE EASTERLY SAFE UPLAND LINE OF THE ST. MARKS RIVER; THENCE RUN S77°47'30" E A DISTANCE OF 765.40 FEET; THENCE RUN S 89°56'50" E A DISTANCE OF 383.13 FEET; THENCE RUN N87°45'28" E A DISTANCE OF 364.86 FEET TO THE EASTERLY BOUNDARY OF STATE OWNED LANDS; THENCE RUN S08°53'23" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 60.42 FEET; THENCE RUN S87°45'35" W A DISTANCE OF 373.06 FEET; THENCE RUN N89°56'50" W A DISTANCE OF 383.19 FEET; THENCE S05°08'54" W, A DISTANCE OF 80.17 FEET; THENCE N84°51'06" W, A DISTANCE OF 15.00 FEET; THENCE N05°08'54" E, A DISTANCE OF 79.91 FEET; THENCE RUN N77°47'30" W A DISTANCE OF 767.50 FEET; THENCE RUN N71°34'07" W ALONG SAID EAST LINE, A DISTANCE OF 3.26 FEET TO SAID EASTERLY SAFE UPLAND LINE; THENCE RUN N18°25'55" E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; CONTAINING 91,666.84 SQUARE FEET OR 2.104 ACRES.

CONTAINS: 92,869.92 SQUARE FEET OR 2.132 ACRES MORE OR LESS.

LEGAL DESCRIPTION: UPLAND EASEMENT PART B

A PARCEL OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST, AND SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST, JEFFERSON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST, JEFFERSON COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE SOUTH EAST QUARTER OF SAID SECTION S89°27'16"W, A DISTANCE OF 981.77 FEET TO THE; THENCE RUN N00°32'44"W, A DISTANCE OF 15.25 FEET; TO THE POINT OF BEGINNING; SAID POINT LYING ON THE WESTERLY SAFE UPLAND LINE OF THE ST. MARK RIVER; THENCE RUN N71°34'08"W, A DISTANCE OF 2.53 FEET; THENCE RUN N67°53'34"W, A DISTANCE OF 274.40 FEET; THENCE RUN N61°46'40"W, A DISTANCE OF 587.49 FEET; THENCE RUN N56°29'32"W, A DISTANCE OF 562.26 FEET; THENCE RUN N54°43'06"W, A DISTANCE OF 3066.73 FEET; THENCE RUN N63°32'34"W, A DISTANCE OF 659.10 FEET; THENCE RUN N76°47'40"W, A DISTANCE OF 557.34 FEET; THENCE RUN N83°57'17"W, A DISTANCE OF 161.75 FEET; THENCE RUN N89°38'43"W, A DISTANCE OF 1892.98 FEET; THENCE RUN N89°31'12"W, A DISTANCE OF 1166.22 FEET TO THE WEST BOUNDARY OF STATE OWNED LANDS; THENCE RUN N15°43'51"E ALONG SAID WEST LINE, A DISTANCE OF 62.19 FEET; THENCE RUN S89°31'12"E, A DISTANCE OF 1149.79 FEET; THENCE RUN S89°38'43"E, A DISTANCE OF 1895.90 FEET; THENCE RUN S83°57'17"E, A DISTANCE OF 172.28 FEET; THENCE RUN S79°04'36"E, A DISTANCE OF 268.08 FEET; THENCE RUN S74°33'14"E, A DISTANCE OF 297.19 FEET; THENCE RUN S69°11'15"E, A DISTANCE OF 170.16 FEET; THENCE RUN S64°55'27"E, A DISTANCE OF 190.06 FEET; THENCE RUN S59°43'53"E, A DISTANCE OF 308.24 FEET; THENCE RUN S54°43'06"E, A DISTANCE OF 3073.64 FEET; THENCE RUN S56°29'32"E, A DISTANCE OF 558.56 FEET; THENCE RUN S61°46'40"E, A DISTANCE OF 581.51 FEET; THENCE RUN S67°53'34"E, A DISTANCE OF 269.88 FEET TO SAID WESTERLY SAFE UPLAND LINE; THENCE RUN S18°25'52"W ALONG SAID WEST LINE, A DISTANCE OF 59.96 FEET; TO THE POINT OF BEGINNING. CONTAINING 547,281.03 SQUARE FEET OR 12.564 ACRES MORE OR LESS.

SHEET 5 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

—OF—
**PLANK ROAD STATE
FOREST LANDS UPLAND
EASEMENTS**

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



131 WEST KALEY STREET
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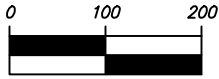
PREPARED FOR & CERTIFIED TO:

GULF POWER
—and—
**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
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CHECKED BY: WDD
FPL 035228
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1 INCH = 200 FEET

NOT PLATTED

EAST BOUNDARY LINE OF SECTION 30, T-1-S, R-3-E

POINT OF BEGINNING FOR PART A

POINT OF COMMENCEMENT FOR PART A, AND PART B
SOUTHEAST CORNER OF SECTION 30, T-1-S, R-3-E

SOUTH LINE SE 1/4 OF SECTION 30, T-1-S, R-3-E

S89°27'16"W 513.07'

S00°32'44"E 82.48'

COUNTY ROAD 259 (TRAM ROAD - 100' R/W)

S77°47'30"E 765.40'

EAST SAFE UPLAND LINE

FGT PIPELINE EASEMENT OR 649, PG 411

S89°56'50"E 383.13'

FGT EASEMENT (309, PG 258)

N87°45'28"E 364.86'

N77°47'30"W 767.50'

N18°25'55"E 60.00'

N71°34'07"W 3.26'

UPLAND EASEMENT PART "A" (CONTAINS: ±2.132 AC)

SEC. 30-T1S-R3E
SEC. 29-T1S-R3E

N05°08'54"E 79.91'

N89°56'50"W 383.19'

S05°08'54"W 80.17'

N84°51'06"W 15.00'

S87°45'35"W 373.06'

S08°53'23"E 60.42'

EASTERLY LINE OF OLD PLANK ROAD STATE FOREST

PLANK ROAD STATE FOREST

UPLAND EASEMENT PART A (SEE SHEET 5 FOR DESCRIPTION)

SHEET 6 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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—OF—
PLANK ROAD STATE FOREST LANDS UPLAND EASEMENTS

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



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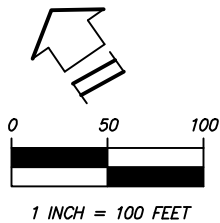
GULF POWER
—and—
THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

DATE: 06/21/19
REV DATE:
SCALE 1" = 200'

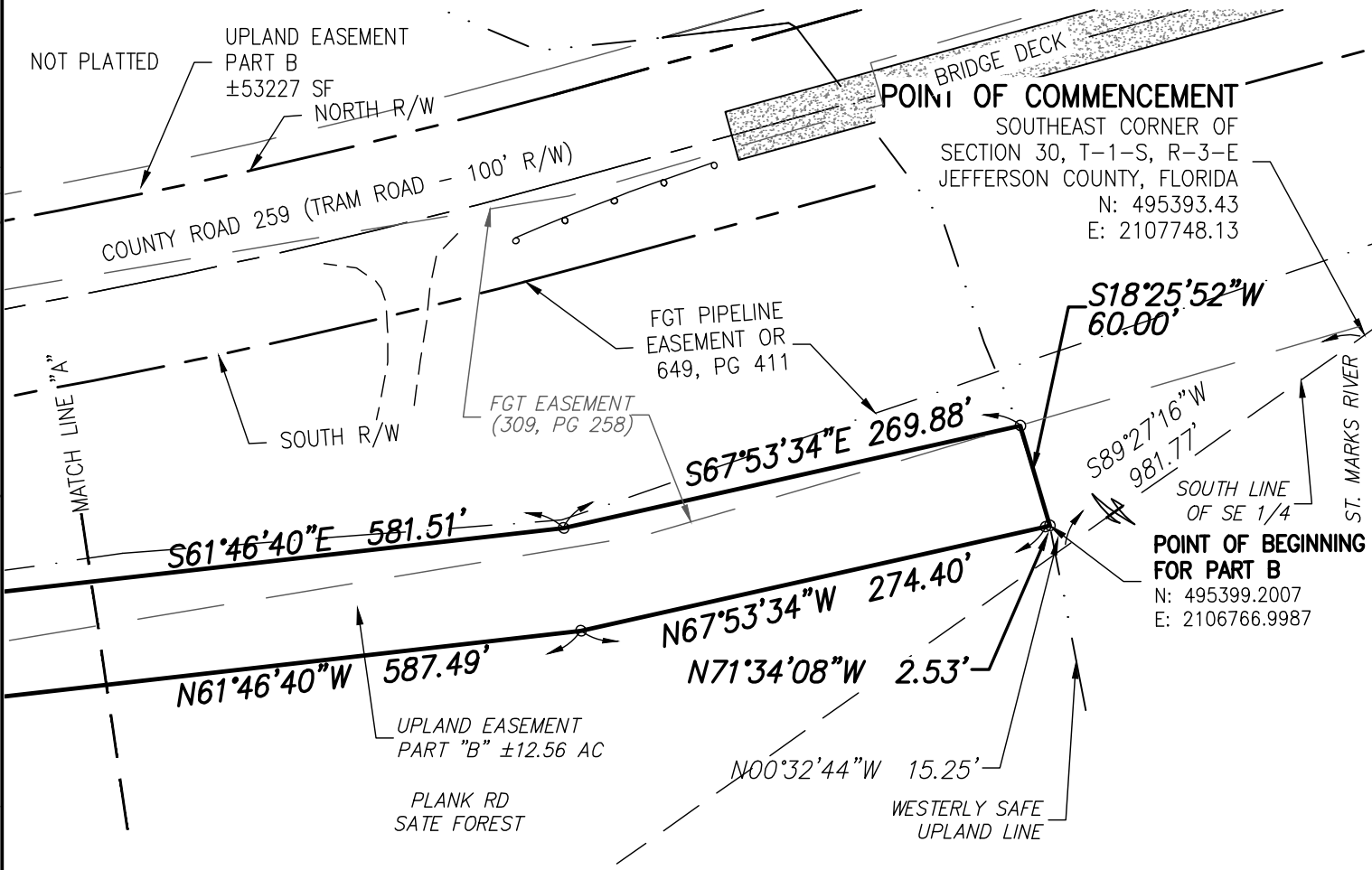
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FPL 035229

20210015-EI

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Drawing name: S:\Employee\Mike Phillips\Autosave\AcPublish\AcPublish_8924\FPL_202 - St. Marks Upland Easements State Lands south side8.5111.dwg SHEET 7 of 10 Jun 27, 2019 9:16am by: mphilips




UPLAND EASEMENT PART B
(SEE SHEET 5 FOR DESCRIPTION)

SHEET 7 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

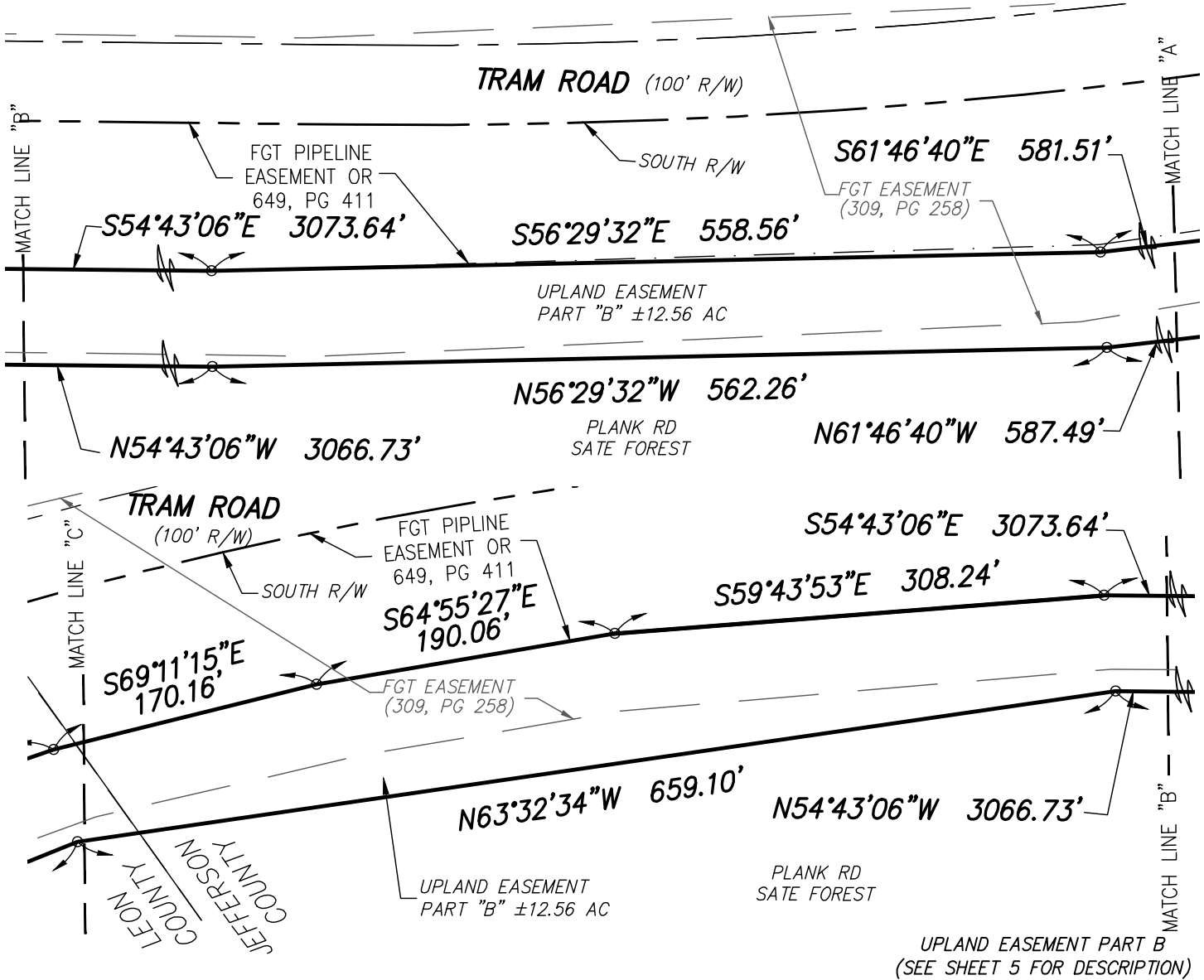
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 -and-
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 DATE: 06/21/19
 REV DATE:
 SCALE 1" = 100'
 PROJ: 50111200
 DRAWN BY: MT
 CHECKED BY: WDD
 FPL 035230
 20210015-EI



1 INCH = 100 FEET



SHEET 8 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

—OF—
**PLANK ROAD STATE
FOREST LANDS UPLAND
EASEMENTS**

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR & CERTIFIED TO:

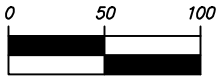
GULF POWER
—and—
**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
SCALE 1" = 100'

PROJ: 50111200
DRAWN BY: MT
CHECKED BY: WDD
FPL 035231

20210015-EI

Drawing name: S:\Employee\Mike Phillips\Autosave\AcPublish\8924\FPL_202_Sketch\Upland Easements State Lands south side\5111.dwg SHEET 8 Jun 27, 2019 9:16am by: mphilips



1 INCH = 100 FEET

SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST
ST. MARKS RIVER STATE PARK

EAST BOUNDARY SECTION 25

NOT PLATTED

NORTH R/W

SOUTH R/W

FGT EASEMENT
(309, PG 258)

FGT PIPELINE
EASEMENT OR
649, PG 411

COUNTY ROAD 259
(TRAM ROAD - 66' R/W)
S89°38'43"E 1895.90'

S83°57'17"E 172.28'

S79°04'36"E 268.08'

S74°33'14"E 297.19'

N76°47'40"W 557.34'

N83°57'17"W 161.75'

N89°38'43"W 1892.98'

UPLAND EASEMENT
PART "B" ±12.56 AC

PLANK ROAD
STATE FOREST

UPLAND EASEMENT PART B
(SEE SHEET 5 FOR DESCRIPTION)

SHEET 9 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

-OF-

**PLANK ROAD STATE
FOREST LANDS UPLAND
EASEMENTS**

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR & CERTIFIED TO:

GULF POWER
-and-
**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
SCALE 1" = 100'

PROJ: 50111200
DRAWN BY: MT
CHECKED BY: WDD
FPL 035232

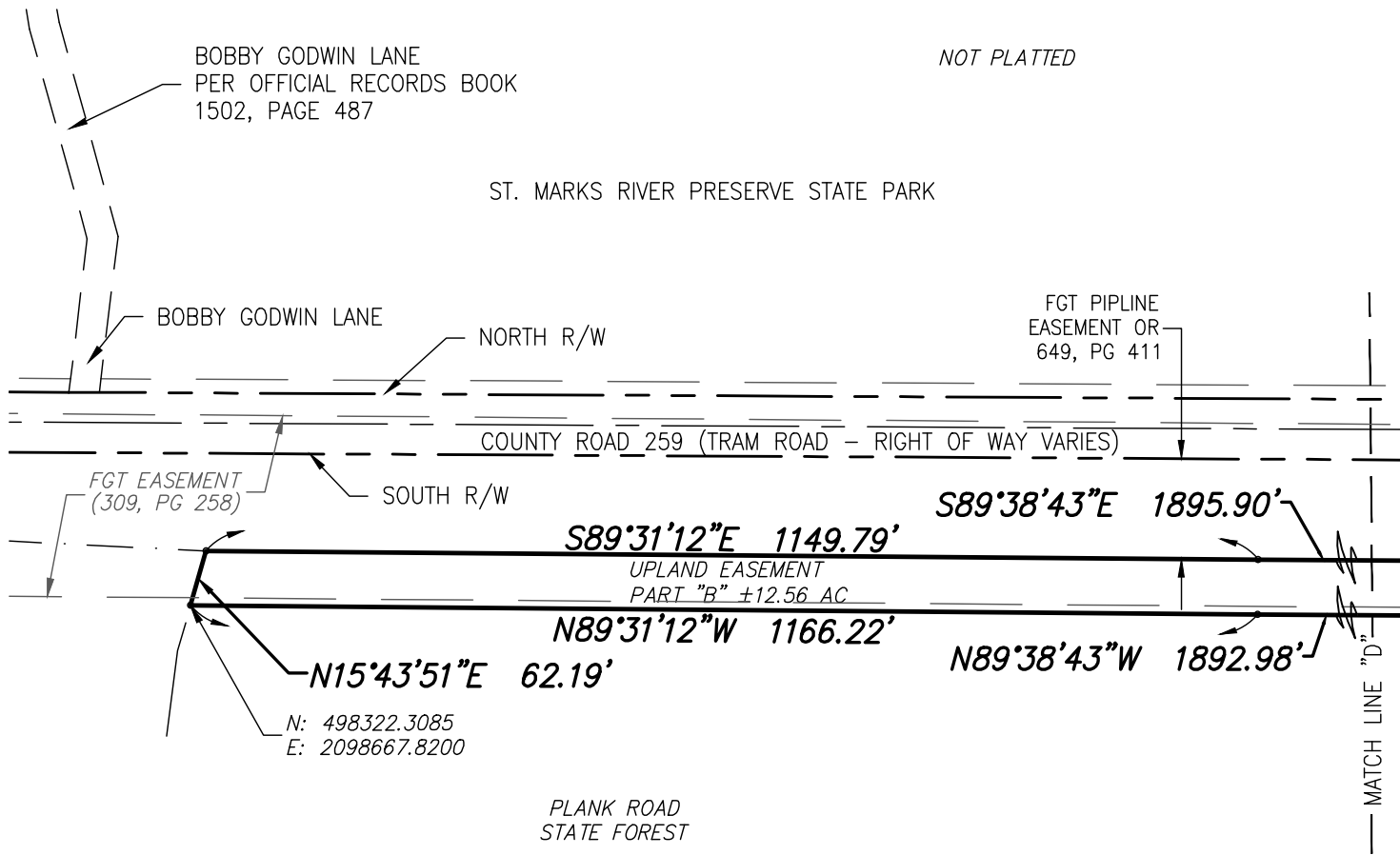
20210015-EI

Drawing name: S:\Employee\Mike Phillips\Autosave\AcPublish\8924\FPL_2021\St Marks Upland Easements State Lands south side\5111.dwg SHEET 9 Jun 27, 2019 9:16am by: mphilips

Drawing name: S:\Employee\Mike Phillips\Autosave\AcPublish_8924\FPL_202_-_St. Marks Upland Easements State Lands south side&5X11.dwg SHEET 10 Jun 27, 2019 9:16am by: mphilips



1 INCH = 200 FEET



UPLAND EASEMENT PART B
(SEE SHEET 5 FOR DESCRIPTION)

SHEET 10 OF 10

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SPECIFIC PURPOSE SURVEY

—OF—
**PLANK ROAD STATE
FOREST LANDS UPLAND
EASEMENTS**

SECTION 30, TOWNSHIP 1 SOUTH, RANGE 3 EAST
AND
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 EAST

JEFFERSON AND LEON COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
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PREPARED FOR & CERTIFIED TO:

GULF POWER
—and—
**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/21/19
REV DATE:
SCALE 1" = 200'

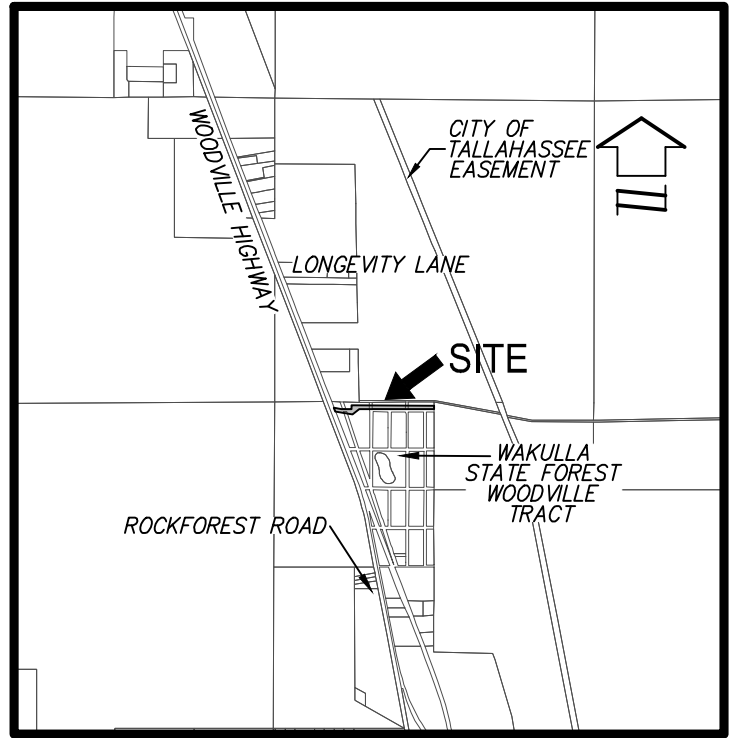
PROJ: 50111200
DRAWN BY: MT
CHECKED BY: WDD
FPL 035233

20210015-EI

Drawing name: S:\Employee\Mike Phillips\Autosave\Wakulla SLE_sursketch_rev 10-31-19.dwg SHEET 1 Oct 31, 2019 3:09pm by: mphilips

SURVEY NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NORTH ZONE RELATIVE TO THE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING S89°49'27WW ALONG THE NORTH LINE OF WOODVILE TERRACE PER PLAT BOOK 2, PAGE 24 PER PUBLIC RECORDS OF LEON COUNTY FLORIDA..
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.



VICINITY MAP
(NOT TO SCALE)

WILLIAM D. DONLEY DATE
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE NUMBER LS 5381
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
**STATE LANDS EASEMENT
WITHIN WAKULLA STATE
FOREST WOODVILLE TRACT**

SECTION 05, TOWNSHIP 02 SOUTH, RANGE 01 EAST

LEON COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**GULF POWER
&
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/24/19
REV DATE: 10/31/19 MRP
SCALE: N/A

PROJ: 50111203
DRAWN BY: MRP
CHECKED BY: WDD

Drawing name: S:\Employee\Mike Phillips\Autosave\MapPublish\2076\FPL 202-Wakulla SLE-surbatch_rev 10-31-19.dwg SHEET 2 Oct 31, 2019 3:09pm by: mphillips

LEGAL DESCRIPTION:

A PORTION OF LOT 1, BLOCK 17; LOT 1, BLOCK 18; LOT 4, BLOCK 22; LOTS 3 THROUGH 8, BLOCK 23; LOTS 1 THROUGH 11, BLOCK 24; LOTS 1 THROUGH 8, BLOCK 25 AND A PORTION OF THOSE CERTAIN 50.00 FOOT PLATTED RIGHT OF WAYS LYING BETWEEN SAID BLOCKS, WOODVILLE TERRACE PER THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 24 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ALL LYING IN SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 8, BLOCK 25; THENCE S00°10'33"W ALONG THE EAST LINE OF SAID LOT 8, BLOCK 25, A DISTANCE OF 28.97 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°37'44"W, A DISTANCE OF 1244.11 FEET; THENCE S33°12'11"W, A DISTANCE OF 215.96 FEET; THENCE N80°33'15"W, A DISTANCE OF 285.60 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WOODVILLE HIGHWAY (SR 363) (66.00 FOOT RIGHT OF WAY PER FDOT MAP PROJECT NO. 728); THENCE N20°59'27"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.59 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S80°33'15"E, A DISTANCE OF 131.06 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WASHINGTON STREET (50 FOOT PLATTED RIGHT OF WAY); THENCE S89°49'27"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 164.45 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°10'33"E ALONG THE WEST LINE OF THE AFORESAID SAID LOT 3, BLOCK 23, A DISTANCE OF 116.00 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID WOODVILLE TERRACE PLAT; THENCE S89°49'27"E ALONG SAID NORTH LINE, A DISTANCE OF 1375.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.58 ACRES MORE OR LESS.

SHEET 2 OF 4

(SEE SHEETS 3-4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**STATE LANDS EASEMENT
WITHIN WAKULLA STATE
FOREST WOODVILLE TRACT**

SECTION 05, TOWNSHIP 02 SOUTH, RANGE 01 EAST

LEON COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

GULF POWER

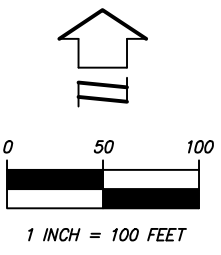
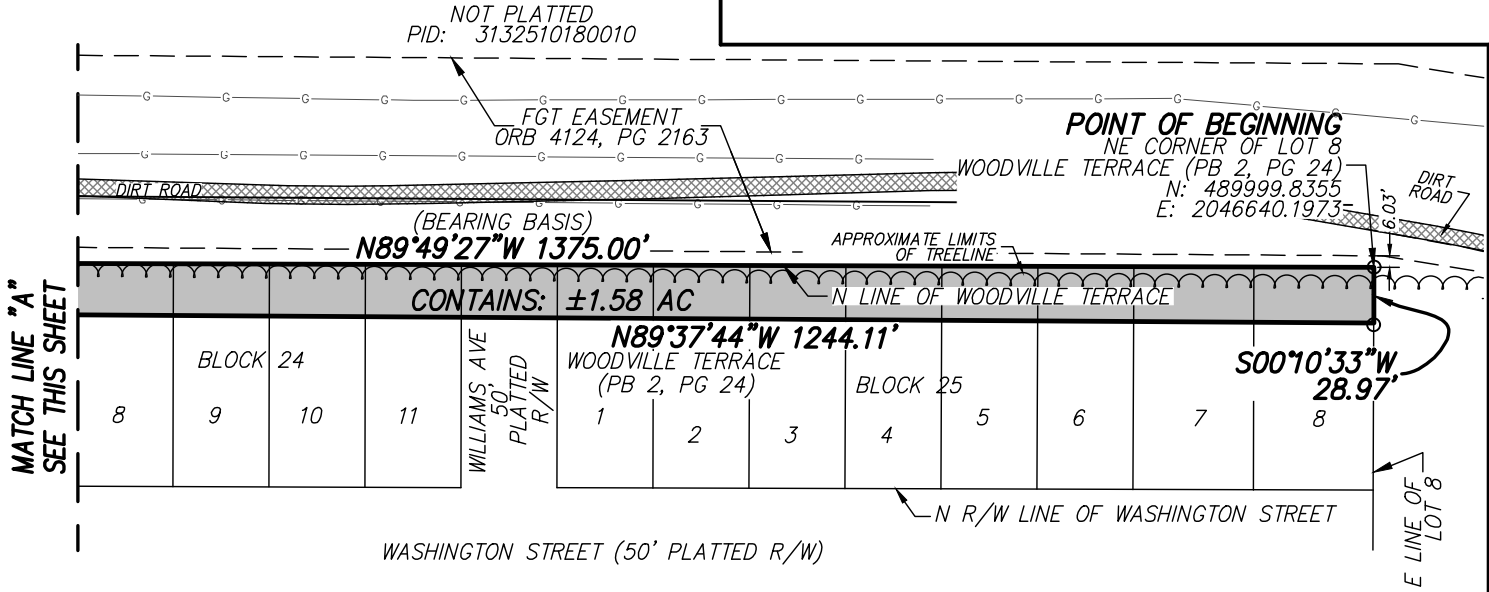
&

**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/24/19
REV DATE: 10/31/19 MRP
SCALE: N/A

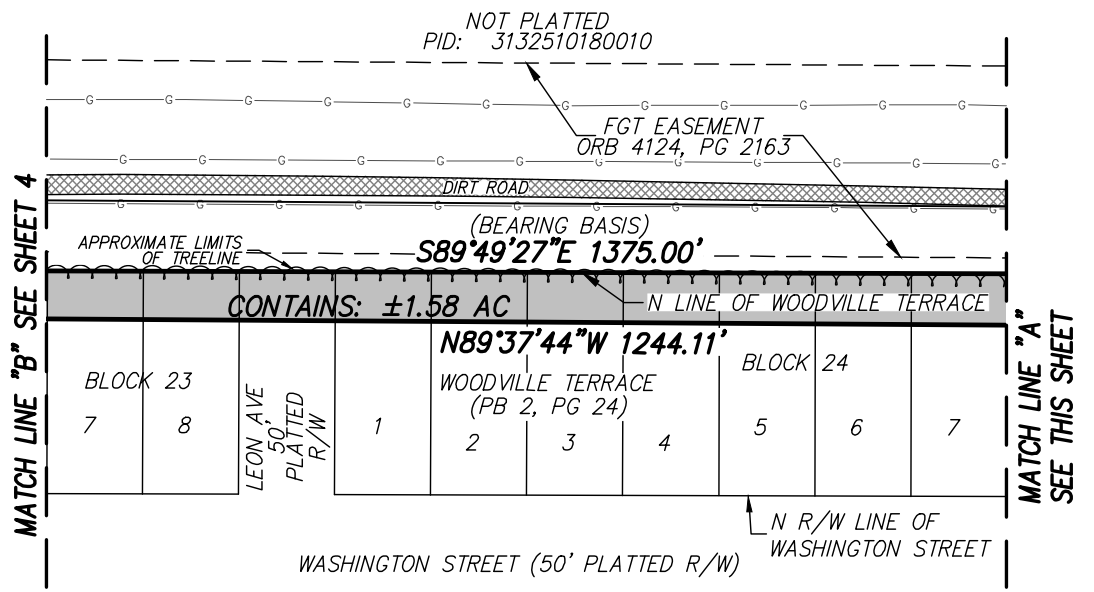
PROJ: 50111203
DRAWN BY: MRP
CHECKED BY: WDD

Drawing name: S:\Employee\Mike Phillips\Autosave\MapPublish\2076\FPL 202-Wakulla SLE-sursketch_rev 10-31-19.dwg SHEET 3 Oct 31, 2019 3:09pm by: mphilips



LEGEND:

—	LINE BREAK
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
O	CHANGE IN DIRECTION
FGT	FLORIDA GAS TRANSMISSION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION



SHEET 3 OF 4

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**STATE LANDS EASEMENT
WITHIN WAKULLA STATE
FOREST WOODVILLE TRACT**

SECTION 05, TOWNSHIP 02 SOUTH, RANGE 01 EAST

LEON COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

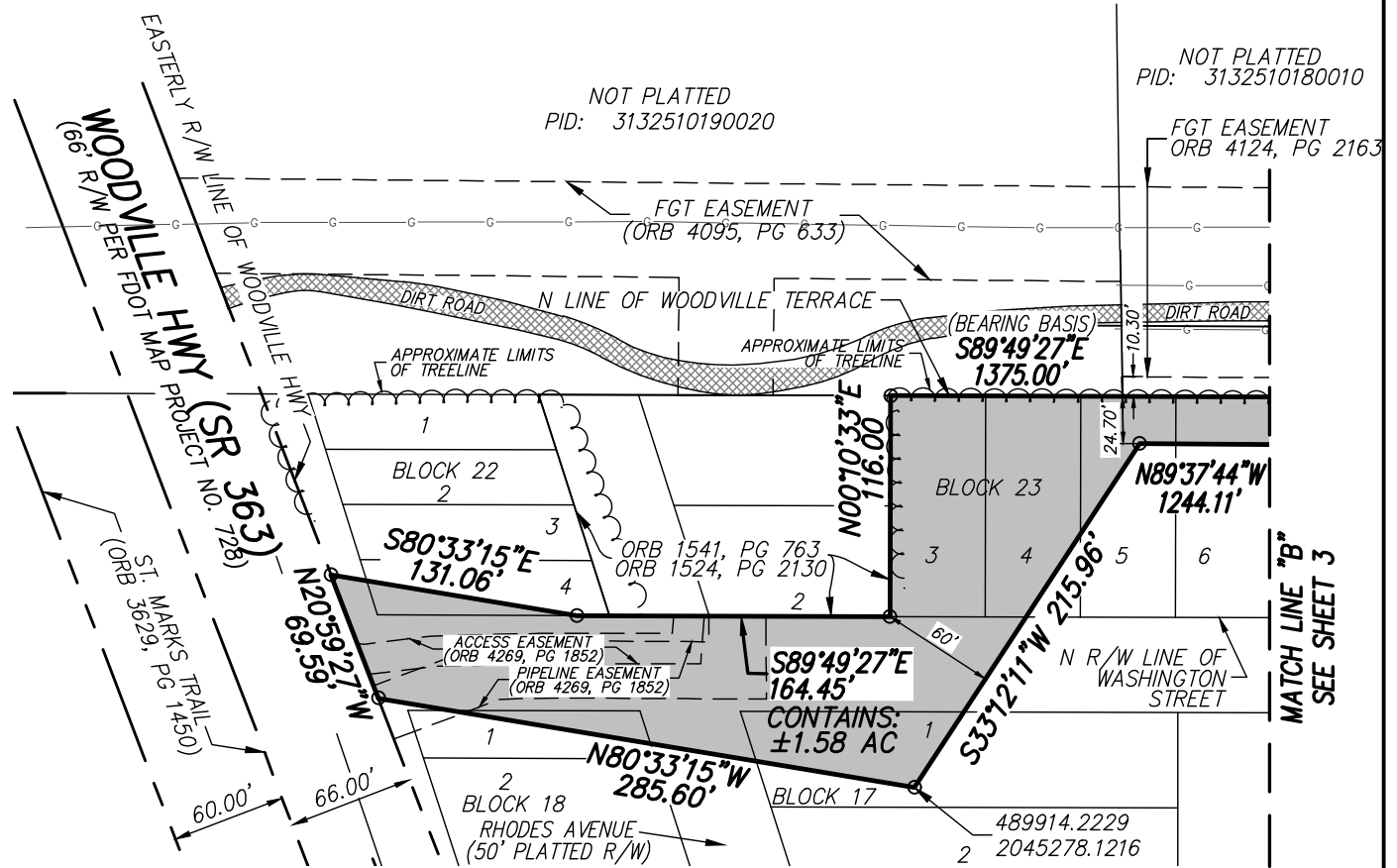
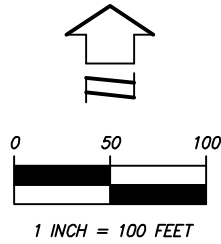
**GULF POWER
&
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/24/19
REV DATE: 10/31/19 MRP
SCALE 1" = 100'

PROJ: 50111203
DRAWN BY: MRP
CHECKED BY: WDD

LEGEND:

- LINE BREAK
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- SEC SECTION
- CHANGE IN DIRECTION
- FGT FLORIDA GAS TRANSMISSION
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION



SHEET 4 OF 4

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**STATE LANDS EASEMENT
WITHIN WAKULLA STATE
FOREST WOODVILLE TRACT**

SECTION 05, TOWNSHIP 02 SOUTH, RANGE 01 EAST

LEON COUNTY

FLORIDA



131 WEST KALEY STREET
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

GULF POWER

&

**THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

DATE: 06/24/19
REV DATE: 10/31/19 MRP
SCALE 1" = 100'

PROJ: 50111203
DRAWN BY: MRP
CHECKED BY: WDD

EXHIBIT 'A'

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST, DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1348 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA, HENCEFORTH REFERRED TO AS TRACT NUMBER LE-117.000, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4-INCH SQUARE CONCRETE MONUMENT WITH CAP STAMPED "LS1254" MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST, LEON COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 29 MINUTES 04 SECONDS EAST, WITH THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1926.54 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET ON THE NORTHWESTERLY RIGHT-OF-WAY OF THE CITY OF TALLAHASSEE 120-FOOT ELECTRIC TRANSMISSION EASEMENT IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 764, PAGE 156 OF SAID OFFICIAL RECORDS FOR THE **POINT OF BEGINNING**, SAID POINT LYING SOUTH 89 DEGREES 26 MINUTES 04 SECONDS WEST, A DISTANCE OF 3397.96 FEET, OF THE NORTHEAST CORNER OF SAID SECTION 35, AS SHOWN ON THE PLAT OF ARVAH B. HOPKINS PLANT, RECORDED IN PLAT BOOK 11, PAGE 23 OF SAID OFFICIAL RECORDS, LYING NORTH 27 DEGREES 28 MINUTES 43 SECONDS EAST 13.97 FEET OF A 6-INCH SQUARE ST. JOE PAPER COMPANY MONUMENT ON THE SOUTH LINE OF SAID PLAT;

THENCE CONTINUE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST WITH SAID SECTION LINE, A DISTANCE OF 101.61 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID CITY OF TALLAHASSEE EASEMENT;

THENCE SOUTH 53 DEGREES 14 MINUTES 27 SECONDS WEST WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 1869.13 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET;

THENCE SOUTH 01 DEGREE 16 MINUTES 25 SECONDS EAST WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 743.71 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF STATE ROAD 20 (BLOUNTSTOWN HIGHWAY) AS DEPICTED IN ROAD PLAT BOOK 2, PAGE 142 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 85 DEGREES 55 MINUTES 15 SECONDS WEST WITH SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 19.79 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET;

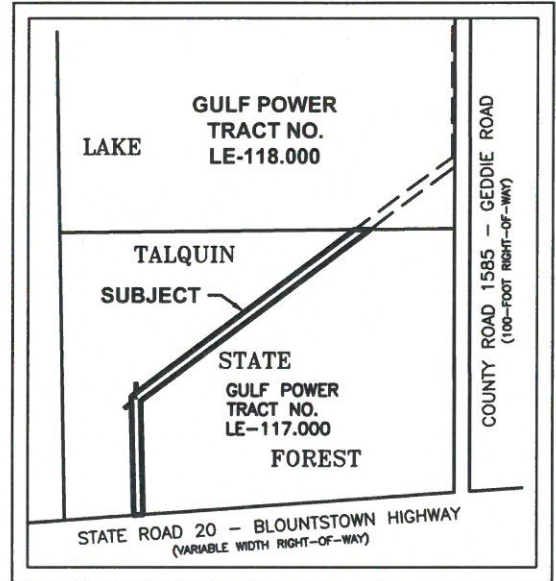
THENCE SOUTH 86 DEGREES 06 MINUTES 42 SECONDS WEST WITH SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 40.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET ON THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID CITY OF TALLAHASSEE EASEMENT;

THENCE NORTH 01 DEGREES 16 MINUTES 25 SECONDS WEST WITH SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 777.43 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET FOR POINT OF REFERENCE "A";

THENCE NORTH 53 DEGREES 14 MINUTES 27 SECONDS EAST WITH THE NORTHWESTERLY RIGHT-OF-WAY OF SAID EASEMENT, A DISTANCE OF 1818.04 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 156,253 SQUARE FEET, OR 3.587 ACRES, MORE OR LESS.

(LEGAL DESCRIPTION CONTINUED ON SHEET 02)



LOCATION MAP

SURVEYOR CERTIFICATION TO:

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

GULF POWER

M. Kevin Mears 06/21/2019

M. KEVIN MEARS DATE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 5459
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER

*SEE SHEET 02 FOR SURVEY NOTES,
ENCUMBRANCES / RESTRICTIONS, AND LINE
TABLE*

SEE SHEETS 03 AND 04 FOR EXHIBIT DRAWING



*THIS BOUNDARY SURVEY IS NOT CONSIDERED
COMPLETE IF SHEETS 01 THRU 04 ARE NOT
BOUND TOGETHER*

SHEET 01 OF 04

47322 - BOUNDARY SURVEY - LE-117.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: NONE
TRACT ID: LE-117.000
DRAWN BY: JSD

BOUNDARY SURVEY
GULF POWER
TRACT NO. LE-117.000
PARCEL ID NO. 2235209020000
SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA

SAM SURVEYING AND MAPPING, LLC
8529 SOUTH PARK CIRCLE, BLDG 100, STE 150
ORLANDO, FLORIDA 32819
Ph: (407) 484-9345
EMAIL: INFO@SAM.BIZ
LICENSED BUSINESS NO. 7908
FPL 035238
20210015-EI

EXHIBIT 'A'

(LEGAL DESCRIPTION CONTINUED FROM SHEET 01)

TOGETHER WITH EASEMENT 'A' DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE 120-FOOT ELECTRIC TRANSMISSION EASEMENT IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 764, PAGE 156 OF SAID OFFICIAL RECORDS, WHICH BEARS SOUTH 01 DEGREE 16 MINUTES 25 SECONDS EAST, A DISTANCE OF 27.68 FEET FROM POINT OF REFERENCE "A" DESCRIBED HEREIN, THENCE SOUTH 01 DEGREE 16 MINUTES 25 SECONDS EAST WITH SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 19.61 FEET;

THENCE SOUTH 48 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 52.95 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 48 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 889 SQUARE FEET, OR 0.020 OF AN ACRE, MORE OR LESS.

ALSO TOGETHER WITH EASEMENT 'B' DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF THE 120-FOOT ELECTRIC TRANSMISSION EASEMENT IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 764, PAGE 156 OF SAID OFFICIAL RECORDS, WHICH BEARS NORTH 53 DEGREES 14 MINUTES 27 SECONDS EAST, A DISTANCE OF 28.44 FEET FROM POINT OF REFERENCE "A" DESCRIBED HEREIN, THENCE NORTH 00 DEGREES 48 MINUTES 35 SECONDS WEST A DISTANCE OF 68.01 FEET;

THENCE NORTH 89 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 57.14 FEET TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY;

THENCE SOUTH 53 DEGREES 14 MINUTES 27 SECONDS WEST WITH SAID RIGHT-OF-WAY, A DISTANCE OF 18.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 939 SQUARE FEET, OR 0.022 OF AN ACRE, MORE OR LESS.

ENCUMBRANCES AND RESTRICTIONS (SEE SURVEYORS NOTES # 3 BELOW)

ORB. - PG.	AFFECT/NOT AFFECT	EASEMENT	DESCRIPTION
299 - 311	AFFECT	PLOTTED	FLORIDA GAS TRANSMISSION COMPANY EASEMENT
764 - 156	AFFECT	PLOTTED	CITY OF TALLAHASSEE ELECTRIC TRANSMISSION EASEMENT
764 - 182	AFFECT	PLOTTED	CITY OF TALLAHASSEE GUY EASEMENTS
1721 - 509	AFFECT	PLOTTED	FLORIDA GAS TRANSMISSION COMPANY EASEMENT
4100 - 215	AFFECT	PLOTTED	FLORIDA GAS TRANSMISSION COMPANY EASEMENT

SURVEYORS NOTES:

- BEARINGS ARE GRID BEARINGS DERIVED FROM STATE PLANE COORDINATES, FLORIDA NORTH ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE AVERAGE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999969028. HORIZONTAL RELATIONSHIPS AND THEIR DERIVATIVES SHOWN HEREON ARE GRID VALUES.
- THIS SURVEY DOES NOT REFLECT ANY UNDERGROUND UTILITIES THAT MAY AFFECT THE SUBJECT TRACT.
- ENCUMBRANCES SHOWN OR NOTED ON THIS SURVEY ARE BASED UPON DOCUMENTS PROVIDED BY THE CLIENT.
- THIS IS A BOUNDARY SURVEY OF A PROPOSED UTILITY EASEMENT FOR GULF POWER. ONLY TOPOGRAPHIC FEATURES LYING WITHIN AND NEAR THE PROPOSED UTILITY EASEMENT WERE LOCATED AND ARE SHOWN HEREON.
- FIELDWORK PERFORMED FOR THE COMPLETION OF THIS SURVEY MAP WAS SUPERVISED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND COMPLETED ON JUNE 2019.
- ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°26'04"E	101.61'
L2	S53°14'27"W	1869.13'
L3	S01°16'25"E	743.71'
L4	S85°55'15"W	19.79'
L5	S86°06'42"W	40.28'
L6	N01°16'25"W	777.43'
L7	N53°14'27"E	1818.04'
L8	S01°16'25"E	27.68'
L9	S01°16'25"E	19.61'
L10	S48°37'15"W	52.95'
L11	N41°22'45"W	15.00'
L12	N48°37'15"E	65.58'
L13	N53°14'27"E	28.44'
L14	N00°48'35"W	68.01'
L15	N89°11'25"E	15.00'
L16	S00°48'35"E	57.14'
L17	S53°14'27"W	18.53'
L18	S86°06'42"W	98.43'
L19	S85°38'03"W	98.41'
L20	S85°55'15"W	98.45'
L21	S85°55'15"W	77.63'
L22	S85°55'15"W	24.03'

SEE SHEET 01 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATION.

SEE SHEETS 03 AND 04 FOR EXHIBIT DRAWING

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER


SHEET 02 OF 04

47322 - BOUNDARY SURVEY - LE-117.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: NONE
TRACT ID: LE-117.000
DRAWN BY: JSD

**BOUNDARY SURVEY
GULF POWER
TRACT NO. LE-117.000
PARCEL ID NO. 2235209020000**

SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA



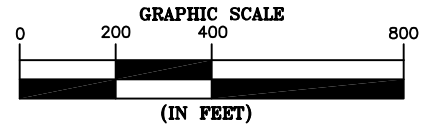

SAM SURVEYING AND MAPPING, LLC
8529 SOUTH PARK CIRCLE, BLDG 100, STE 150
ORLANDO, FLORIDA 32819
Ph: (407) 484-9345
EMAIL: INFO@SAM.BIZ
LICENSED BUSINESS NO. 7908

FPL 035239
20210015-EI

LEGEND

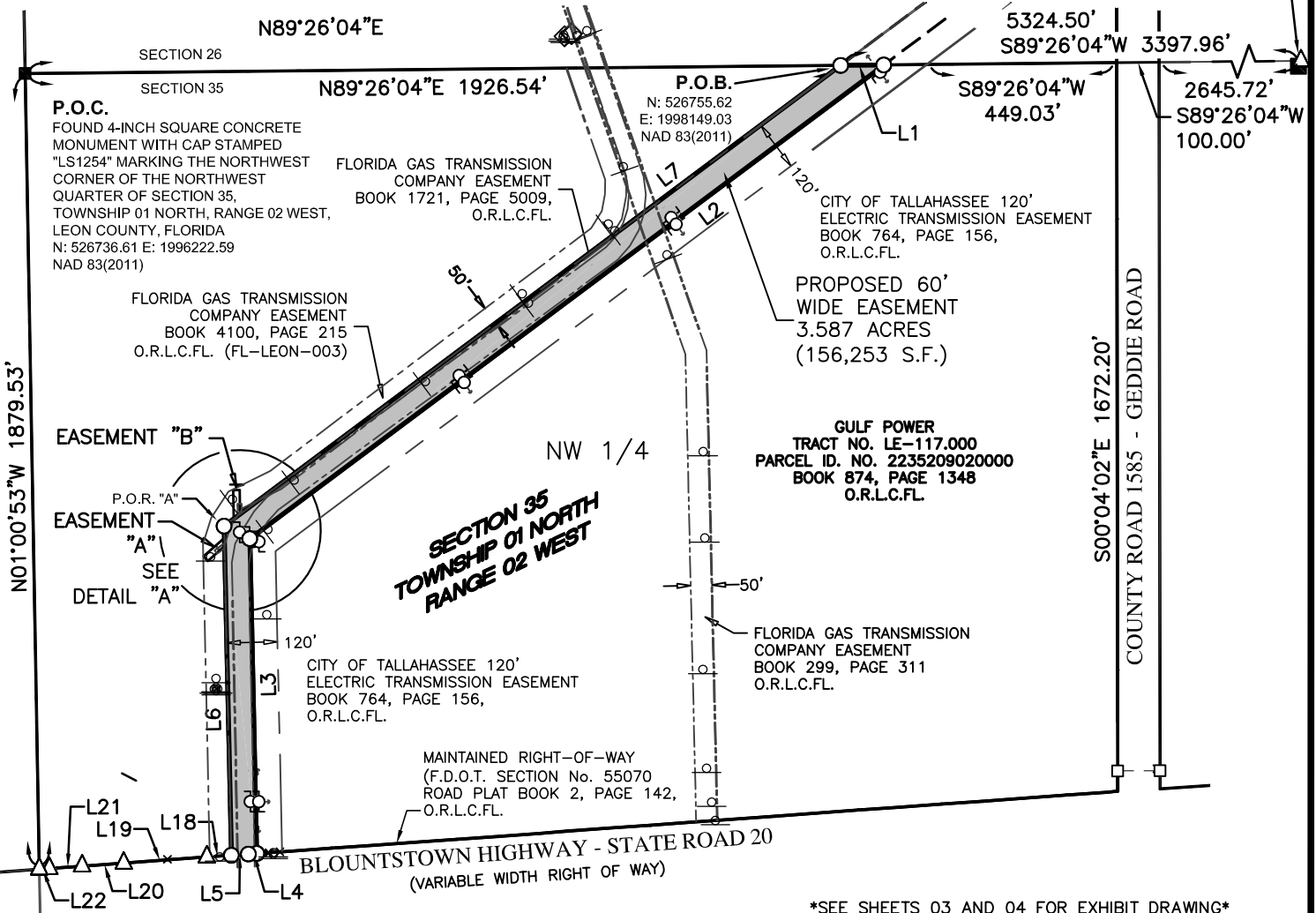
EXHIBIT 'A'

- O.R.L.C.F.L. OFFICIAL RECORDS LEON COUNTY, FLORIDA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R. OFFICIAL RECORDS
- P.O.R. POINT OF REFERENCE
- △ CALCULATED POINT
- FOUND CONCRETE MONUMENT AS NOTED
- 5/8" IRON ROD WITH CAP STAMPED "LB7908" SET
- FOUND 6-INCH SQUARE "S.R.D." MONUMENT
- NATURAL GAS LINE MARKER
- GUY ANCHOR
- TRACT LINE
- PROPERTY / RIGHT-OF-WAY LINE
- RIGHT-OF-WAY LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - SECTION LINE
- SUBJECT EASEMENT



GULF POWER TRACT NO. LE-118.000
 PARCEL ID. NO. 2226209010000
 BOOK 874, PAGE 1348
 O.R.L.C.F.L.

NORTHEAST CORNER OF SECTION 35, TOWNSHIP 01N,
 RANGE 02W, AS SHOWN ON PLAT OF ARVAH B. HOPKINS
 PLANT, RECORDED IN PLAT BOOK 11, PAGE 23, O.R.L.C.F.L.,
 N27°28'43"E 13.97' OF 6-INCH SQUARE S.J.P.C. CONCRETE
 MONUMENT ON THE BOUNDARY OF THE PLAT.



SEE SHEETS 01 AND 02 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATION.
 SEE SHEET 02 FOR SURVEY NOTES, ENCUMBRANCES / RESTRICTIONS, AND LINE TABLE

SEE SHEETS 03 AND 04 FOR EXHIBIT DRAWING
 *THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE
 IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER*

SHEET 03 OF 04

47322 - BOUNDARY SURVEY - LE-117.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: 1"=400'
TRACT ID: LE-117.000
DRAWN BY: JSD

BOUNDARY SURVEY
GULF POWER
 TRACT NO. LE-117.000
PARCEL ID NO. 2235209020000
 SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST
 LEON COUNTY, FLORIDA

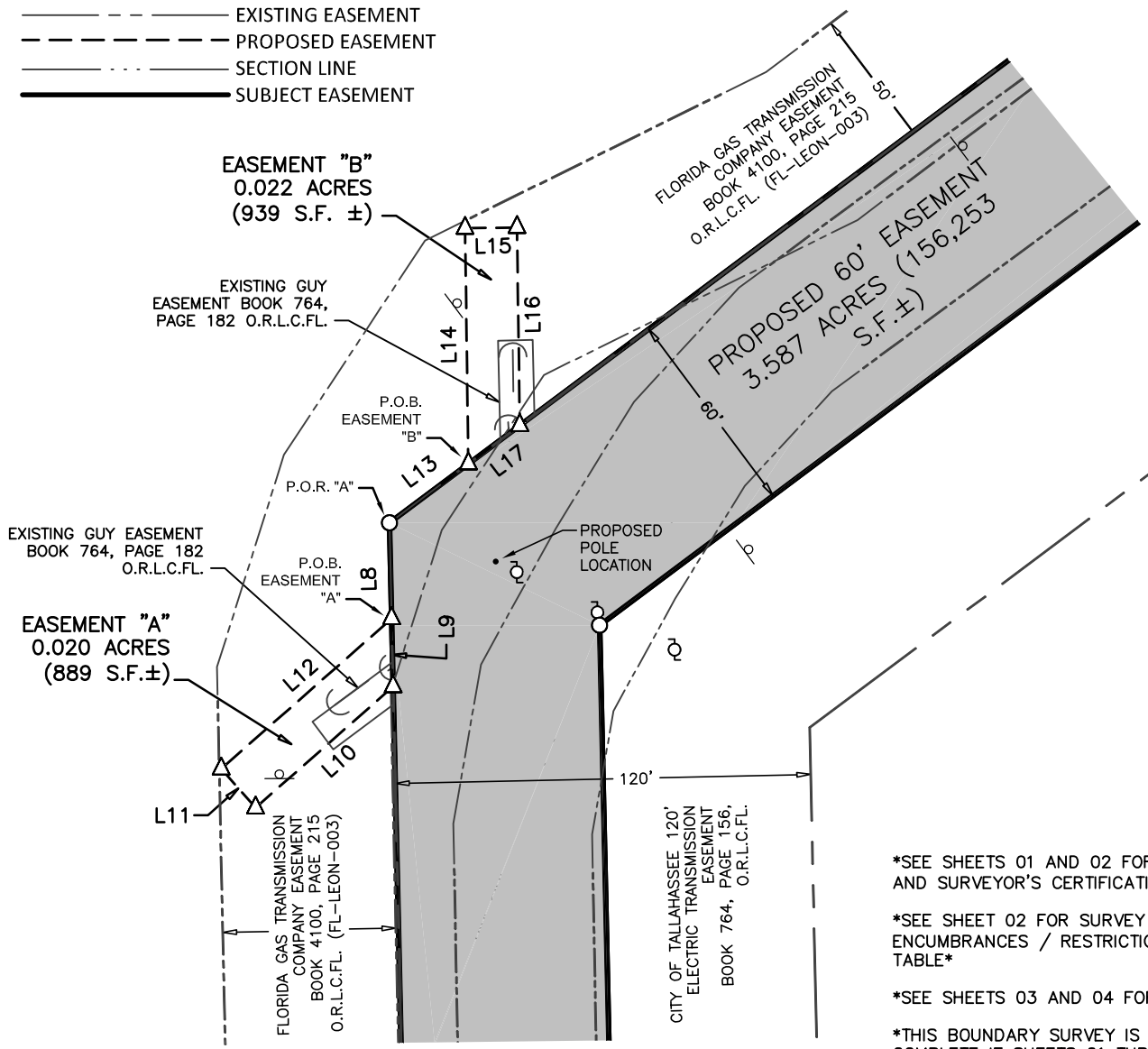
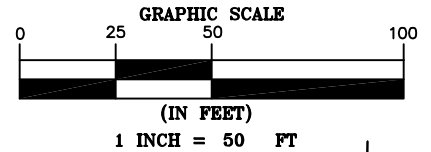
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 FPL 035240
 20210015-EI

EXHIBIT 'A'

LEGEND

- O.R.L.C.F.L. OFFICIAL RECORDS LEON COUNTY, FLORIDA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
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- FOUND CONCRETE MONUMENT AS NOTED
- 5/8" IRON ROD WITH CAP STAMPED "LB7908" SET
- FOUND 6-INCH SQUARE "S.R.D." MONUMENT
- ⊥ NATURAL GAS LINE MARKER
- ← GUY ANCHOR

- TRACT LINE
- PROPERTY / RIGHT-OF-WAY LINE
- RIGHT-OF-WAY LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- . - SECTION LINE
- SUBJECT EASEMENT



DETAIL "A"

SEE SHEETS 01 AND 02 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATION.

SEE SHEET 02 FOR SURVEY NOTES, ENCUMBRANCES / RESTRICTIONS, AND LINE TABLE

SEE SHEETS 03 AND 04 FOR EXHIBIT DRAWING

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER

SHEET 04 OF 04

47322 - BOUNDARY SURVEY - LE-117.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: 1" = 50'
TRACT ID: LE-117.000
DRAWN BY: JSD

BOUNDARY SURVEY
GULF POWER
TRACT NO. LE-117.000
PARCEL ID NO. 2235209020000
 SECTION 35, TOWNSHIP 01 NORTH, RANGE 02 WEST
 LEON COUNTY, FLORIDA

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EXHIBIT 'A'

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER, THE SOUTH-HALF OF THE NORTHWEST QUARTER, AND THE NORTH-HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST, DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1348 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA, HENCEFORTH REFERRED TO AS GULF POWER TRACT NUMBER LE-118.000, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4-INCH SQUARE CONCRETE MONUMENT WITH CAP STAMPED "LS1254" MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST, LEON COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, WITH THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1926.54 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET, ON THE NORTHWESTERLY RIGHT-OF-WAY OF THE CITY OF TALLAHASSEE 120 FOOT ELECTRIC TRANSMISSION EASEMENT IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 764, PAGE 156, OF SAID OFFICIAL RECORDS, FOR THE **POINT OF BEGINNING**, SAID POINT OF BEGINNING LYING SOUTH 89 DEGREES 26 MINUTES 04 SECONDS WEST, A DISTANCE OF 3397.96 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 26, AS SHOWN ON THE PLAT OF ARVAH B. HOPKINS PLANT, RECORDED IN PLAT BOOK 11, PAGE 23 OF SAID OFFICIAL RECORDS, LYING NORTH 27 DEGREES 28 MINUTES 43 SECONDS EAST 13.97 FEET OF A 6-INCH SQUARE ST. JOE PAPER COMPANY MONUMENT ON THE SOUTH LINE OF SAID PLAT;

THENCE NORTH 53 DEGREES 14 MINUTES 28 SECONDS EAST, OVER AND ACROSS SAID TRACT NUMBER LE-118.000, WITH SAID NORTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 794.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET, 15 FEET WEST OF THE WEST RIGHT-OF-WAY OF COUNTY ROAD 1585 (GEDDIE ROAD - 100 FOOT RIGHT-OF-WAY);

THENCE NORTH 00 DEGREES 04 MINUTES 02 SECONDS WEST, OVER AND ACROSS SAID TRACT NUMBER LE-118.000, 15 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2194.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET, ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE CONTINUE NORTH 00 DEGREES 04 MINUTES 02 SECONDS WEST, OVER AND ACROSS SAID TRACT NUMBER LE-118.000, 15 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2663.41 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 89 DEGREES 12 MINUTES 44 SECONDS EAST WITH SAID NORTH LINE, OVER AND ACROSS SAID TRACT NUMBER LE-118.000, A DISTANCE OF 15.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET ON SAID WEST RIGHT-OF-WAY, SAID POINT LYING SOUTH 89 DEGREES 12 MINUTES 44 SECONDS WEST, A DISTANCE OF 2742.19 FEET FROM A FOUND 4-INCH SQUARE CONCRETE MONUMENT WITH CAP STAMPED "LS1254", MARKING THE NORTHEAST CORNER OF SAID SECTION 26;

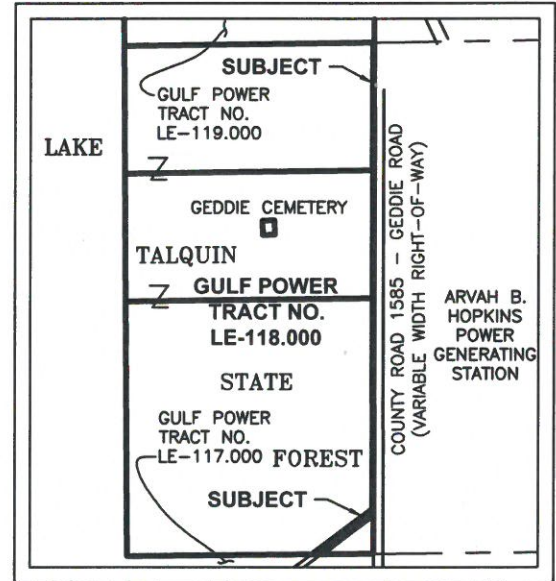
THENCE SOUTH 00 DEGREES 04 MINUTES 02 SECONDS EAST, WITH SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2663.44 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET, ON THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26;

THENCE CONTINUE SOUTH 00 DEGREES 04 MINUTES 02 SECONDS EAST, WITH SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2257.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET, AT THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF THE AFORESAID CITY OF TALLAHASSEE ELECTRIC TRANSMISSION EASEMENT;

THENCE SOUTH 53 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 686.67 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET ON THE AFORESAID SOUTH LINE OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 26 MINUTES 04 SECONDS WEST, WITH SAID SOUTH LINE, A DISTANCE OF 101.61 FEET, TO THE POINT OF BEGINNING.

CONTAINING 117,786 SQUARE FEET, OR 2.704 ACRES, MORE OR LESS.



LOCATION MAP

SURVEYOR CERTIFICATION TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

GULF POWER

M. Kevin Mears 06/21/2019
 M. KEVIN MEARS DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER LS 5459

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 02 OF 04, FOR SURVEY NOTES, AND ENCUMBRANCES / RESTRICTIONS.

SEE SHEETS 03 AND 04 OF 04 FOR EXHIBIT DRAWING

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER

SHEET 01 OF 04

47322 - BOUNDARY SURVEY - LE-118.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: NONE
TRACT ID: LE-118.000
DRAWN BY: JSD

BOUNDARY SURVEY
GULF POWER
TRACT NO. LE-118.000
 PARCEL ID. NO. 2226209010000
 SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST
 LEON COUNTY, FLORIDA



SAM SURVEYING AND MAPPING, LLC
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 ORLANDO, FLORIDA 32819
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 LICENSED BUSINESS NO. 7908

FPL 035242
 20210015-EI

EXHIBIT 'A'

ENCUMBRANCES AND RESTRICTIONS (SEE SURVEYORS NOTES # 3 BELOW)

O.R. - PG.	AFFECT/NOT AFFECT	EASEMENT	DESCRIPTION
299 - 311	NOT AFFECT	FLORIDA GAS TRANSMISSION COMPANY EASEMENT	
340 - 75	AFFECT - PLOTTED	CITY OF TALLAHASSEE DRAINAGE EASEMENT	
340 - 79	AFFECT - PLOTTED	FLORIDA GAS TRANSMISSION COMPANY EASEMENT	
764 - 156	AFFECT - PLOTTED	CITY OF TALLAHASSEE ELECTRIC TRANSMISSION EASEMENT	

SURVEYORS NOTES:

1. BEARINGS ARE GRID BEARINGS DERIVED FROM STATE PLANE COORDINATES, FLORIDA NORTH ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE AVERAGE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999969028. HORIZONTAL RELATIONSHIPS AND THEIR DERIVATIVES SHOWN HEREON ARE GRID VALUES.
2. THIS SURVEY DOES NOT REFLECT ANY UNDERGROUND UTILITIES THAT MAY AFFECT THE SUBJECT TRACT.
3. ENCUMBRANCES SHOWN OR NOTED ON THIS SURVEY ARE BASED UPON DOCUMENTS PROVIDED BY THE CLIENT.
4. THIS IS A BOUNDARY SURVEY OF A PROPOSED UTILITY EASEMENT FOR GULF POWER. ONLY TOPOGRAPHIC FEATURES LYING WITHIN AND NEAR THE PROPOSED UTILITY EASEMENT WERE LOCATED AND ARE SHOWN HEREON.
5. FIELDWORK PERFORMED FOR THE COMPLETION OF THIS SURVEY MAP WAS SUPERVISED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND COMPLETED ON FEBRUARY 2019.
6. ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

SEE SHEET 01 OF 04 FOR LEGAL DESCRIPTION

SEE SHEETS 03 AND 04 OF 04 FOR EXHIBIT DRAWING

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER

SHEET 02 OF 04

JOB NUMBER: 47322

DATE: 06/21/2019

SCALE: NONE

TRACT ID: LE-118.000

DRAWN BY: JSD

**BOUNDARY SURVEY
GULF POWER**

TRACT NO. LE-118.000

PARCEL ID. NO. 2226209010000

SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA



Gulf Power®



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20210015-EI

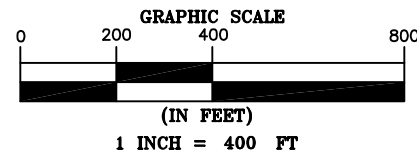
47322 - BOUNDARY SURVEY - LE-118.000.DWG

EXHIBIT 'A'

LEGEND

- O.R.L.C.F.L. OFFICIAL RECORDS LEON COUNTY, FLORIDA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R. OFFICIAL RECORDS
- P.O.R. POINT OF REFERENCE
- △ CALCULATED POINT
- ⊕ 5/8" IRON ROD WITH CAP "FLA DOT 5/8 T" FOUND
- FOUND CONCRETE MONUMENT AS NOTED
- 5/8" IRON ROD WITH CAP STAMPED "LB7908" SET
- ⊖ NATURAL GAS LINE MARKER
- TRACT LINE
- PROPERTY / RIGHT-OF-WAY LINE
- RIGHT-OF-WAY LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - SECTION LINE
- X - FIELD WIRE FENCE LINE
- SUBJECT EASEMENT

MATCH LINE - SHEET 04



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N53°14'28"E	794.68'
L2	N00°04'02"W	2194.09'
L3	N00°04'02"W	2663.41'
L4	N89°12'44"E	15.00'
L5	S00°04'02"E	2663.44'
L6	S00°04'02"E	2257.90'
L7	S53°14'28"W	686.67'
L8	S89°26'04"W	101.61'

LAKE TALQUIN STATE FOREST

GULF POWER TRACT NO. LE-118.000

PARCEL ID NO. 2226209010000
BOOK 874, PAGE 1348 (ON 1352)
O.R.L.C.F.L.
SW1/4 S26, T01N, R02W

UTILITIES EXIST WITHIN THE RIGHT-OF-WAY OF GEDDIE ROAD AND ARE NOT SHOWN.

FLORIDA GAS TRANSMISSION COMPANY 50-FOOT EASEMENT
BOOK 340, PAGE 79, O.R.L.C.F.L.

SECTION 26
TOWNSHIP 01 NORTH
RANGE 02 WEST

CITY OF TALLAHASSEE 60-FOOT DRAINAGE EASEMENT
BOOK 340, PAGE 75 O.R.L.C.F.L.

PROPOSED VARIABLE WIDTH EASEMENT 2.704 ACRES (117,786 S.F.)

P.O.C.
FOUND 4-INCH SQUARE CONCRETE MONUMENT WITH CAP STAMPED "LS1254" MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST, LEON COUNTY, FLORIDA
N: 526736.61 E: 1996222.59
NAD 83(2011)

CITY OF TALLAHASSEE 120-FOOT ELECTRIC TRANSMISSION EASEMENT
BOOK 764, PAGE 156, O.R.L.C.F.L.

P.O.B.
N: 526755.62
E: 1998149.03
NAD 83(2011)

SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 01N, RANGE 02W, AS SHOWN ON PLAT OF ARVAH B. HOPKINS PLANT, RECORDED IN PLAT BOOK 11, PAGE 23, O.R.L.C.F.L., N27°28'43"E 13.97' OF 6-INCH SQUARE S.J.P.C. CONCRETE MONUMENT ON THE BOUNDARY OF THE PLAT.

SEE SHEET 01 OF 04 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE

SEE SHEET 02 OF 04 SURVEY NOTES, AND ENCUMBRANCES / RESTRICTIONS.

EXHIBIT DRAWING CONTINUED ON SHEET 04 OF 04

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER

SECTION 26
N89°26'04"E 1926.54'

SECTION 27
GULF POWER TRACT NO. LE-117.000

CITY OF TALLAHASSEE ELECTRIC TRANSMISSION EASEMENT
BOOK 764, PAGE 156, O.R.L.C.F.L.

COUNTY ROAD 1585 L6 GEDDIE ROAD RIGHT-OF-WAY

101.61' 449.02' 3397.96' 2645.72'

SHEET 03 OF 04

JOB NUMBER: 47322

DATE: 06/21/2019

SCALE: 1"=400'

TRACT ID: LE-118.000

DRAWN BY: JSD

**BOUNDARY SURVEY
GULF POWER**

TRACT NO. LE-118.000

PARCEL ID. 2226209010000

SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA



Gulf Power®



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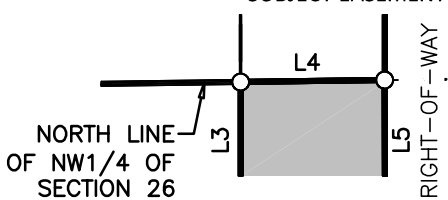
FPL U35244
20210015-EI

47322 - BOUNDARY SURVEY - LE-118.000.DWG

EXHIBIT 'A'

LEGEND

- O.R.L.C.F.L. OFFICIAL RECORDS LEON COUNTY, FLORIDA
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R. OFFICIAL RECORDS
- P.O.R. POINT OF REFERENCE
- △ CALCULATED POINT
- ⊕ 5/8" IRON ROD WITH CAP "FLA DOT 5/8 T" FOUND
- FOUND CONCRETE MONUMENT AS NOTED
- 5/8" IRON ROD WITH CAP STAMPED "LB7908" SET
- ⊥ NATURAL GAS LINE MARKER



DETAIL "A"

GULF POWER TRACT NO. LE-118.000

PARCEL ID NO. 2226209010000
BOOK 874, PAGE 1348 (ON 1352)
O.R.L.C.F.L.
N1/2 OF NW1/4 S26, T01N, R02W

SECTION 26
TOWNSHIP 01 NORTH
RANGE 02 WEST

**PROPOSED
VARIABLE WIDTH
EASEMENT
2.704 ACRES
(117,786 S.F.)**

LAKE TALQUIN STATE FOREST

GULF POWER TRACT NO. LE-118.000

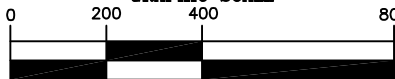
PARCEL ID NO. 2226209010000
BOOK 874, PAGE 1348 (ON 1352)
O.R.L.C.F.L.
S1/2 OF NW1/4 S26, T01N, R02W



PRIVATE CEMETERY RESERVATION
PARCEL ID. NO. 2226202040000
DEED BOOK 23, PAGE 214
O.R.L.C.F.L.

PRIVATE INGRESS AND EGRESS
EASEMENT TO CEMETERY
DEED BOOK 23, PAGE 214
O.R.L.C.F.L.

GRAPHIC SCALE



(IN FEET)

1 INCH = 400 FT

NORTH LINE OF SW1/4
OF SECTION 26

MATCH LINE -

SHEET 03

15'

SEE
DETAIL "A"

FRACTIONAL SECTION 23

S89°12'44"W 2742.19'

SECTION 26

FOUND 4-INCH SQUARE
CONCRETE MONUMENT WITH
CAP STAMPED "LS1254" MARKING
THE NORTHEAST CORNER OF
SECTION 26, TOWNSHIP 01
NORTH, RANGE 02 WEST, LEON
COUNTY, FLORIDA

GULF POWER TRACT NO. LE-119.000
PARCEL ID. NO. 2223209020000
STATE OF FLORIDA, BOARD OF TRUSTEES
OF
THE INTERNAL IMPROVEMENT TRUST FUND
BOOK 874, PAGE 1348 (ON 1351)
O.R.L.C.F.L.

CITY OF TALLAHASSEE
ARVAH B. HOPKINS GENERATING STATION
PLAT BOOK 11, PAGE 23
O.R.L.C.F.L.

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N53°14'28"E	794.68'
L2	N00°04'02"W	2194.09'
L3	N00°04'02"W	2663.41'
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L5	S00°04'02"E	2663.44'
L6	S00°04'02"E	2257.90'
L7	S53°14'28"W	686.67'
L8	S89°26'04"W	101.61'

SEE SHEET 01 OF 04 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE

SEE SHEET 02 OF 04 SURVEY NOTES, AND ENCUMBRANCES / RESTRICTIONS.

EXHIBIT DRAWING CONTINUED FROM SHEET 03 OF 04

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 04 ARE NOT BOUND TOGETHER

SHEET 04 OF 04

JOB NUMBER: 47322

DATE: 06/21/2019

SCALE: 1"=400'

TRACT ID: LE-118.000

DRAWN BY: JSD

BOUNDARY SURVEY GULF POWER

TRACT NO. LE-118.000

PARCEL ID. 2226209010000

SECTION 26, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA



Gulf Power



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Ph: (407) 484-9345
EMAIL: INFO@SAM.BIZ
LICENSED BUSINESS NO. 7908

FPL 035245
20210015-EI

EXHIBIT 'A'

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF GOVERNMENT LOT 5, OF FRACTIONAL SECTION 23, TOWNSHIP 01 NORTH, RANGE 02 WEST, LEON COUNTY, FLORIDA, DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 874, PAGE 1348, OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA, HENCEFORTH REFERRED TO AS GULF POWER TRACT NUMBER LE-119.000, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4-INCH SQUARE CONCRETE MONUMENT WITH CAP STAMPED "LS1254" MARKING THE SOUTHEAST CORNER OF FRACTIONAL SECTION 23, TOWNSHIP 01 NORTH, RANGE 02 WEST, THENCE SOUTH 89 DEGREES 12 MINUTES 44 SECONDS WEST, WITH THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 2742.19 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 1585 (GEDDIE ROAD 100-FOOT RIGHT-OF-WAY), FOR THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89 DEGREES 12 MINUTES 44 SECONDS WEST, WITH SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET;

THENCE RUN NORTHERLY, OVER AND ACROSS, SAID GULF POWER TRACT NUMBER LE-119.00, ALONG A LINE 15- FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

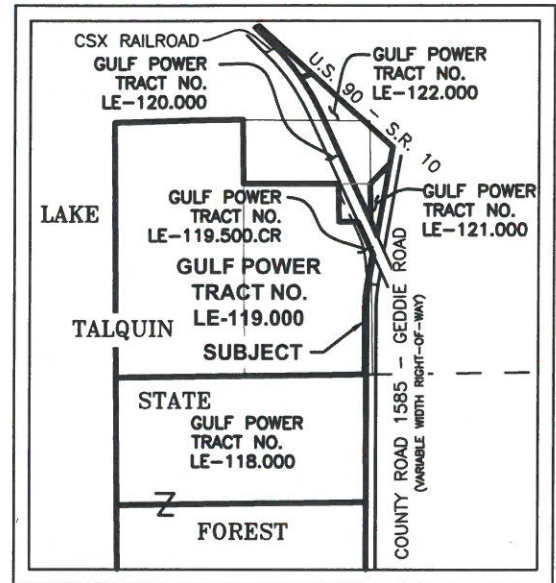
- 1) NORTH 00 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 689.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET FOR A POINT OF CURVE TO THE RIGHT,
- 2) WITH SAID CURVE, HAVING A RADIUS OF 1497.71 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 261.40 FEET, AND A CHORD WHICH BEARS NORTH 04 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 261.07 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET FOR THE POINT OF TANGENCY, AND
- 3) NORTH 09 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 312.61 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET AT THE INTERSECTION OF SAID PARALLEL LINE, WITH THE SOUTHWESTERLY BOUNDARY OF THE CSX RAILROAD (120-FOOT WIDE);

THENCE SOUTH 24 DEGREES 52 MINUTES 59 SECONDS EAST, OVER AND ACROSS SAID GULF POWER TRACT NUMBER LE-119.000, WITH SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 26.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET AT THE INTERSECTION WITH THE AFORESAID WEST RIGHT-OF-WAY OF COUNTY ROAD 1585 (GEDDIE ROAD);

THENCE RUN SOUTHERLY, WITH SAID WEST RIGHT-OF-WAY, THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) SOUTH 09 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 291.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET FOR A POINT OF CURVE TO THE LEFT, SAID POINT LYING NORTH 80 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 100.00 FEET, FROM A 6-INCH SQUARE CONCRETE MONUMENT WITH "X" INCISED IN TOP AND "SRD" ON SIDE, ON THE EAST RIGHT-OF-WAY OF SAID COUNTY ROAD,
- 2) WITH SAID CURVE, HAVING A RADIUS OF 1482.71 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 258.78 FEET, AND A CHORD WHICH BEARS SOUTH 04 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 258.45 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LB7908", SET FOR THE POINT OF TANGENCY, AND
- 3) SOUTH 00 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 689.18 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18,768 SQUARE FEET, OR 0.431 OF AN ACRE OF LAND, MORE OR LESS.



LOCATION MAP

SURVEYOR CERTIFICATION TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

GULF POWER

M. Kevin Mears 06/21/2019
 M. KEVIN MEARS DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER LS 5459

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 02 OF 03, FOR SURVEY NOTES, LEGEND AND ENCUMBRANCES / RESTRICTIONS.

SEE SHEET 03 OF 03 FOR EXHIBIT DRAWING



THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 03 ARE NOT BOUND TOGETHER

SHEET 01 OF 03

47322 - BOUNDARY SURVEY - LE-119.000.DWG

JOB NUMBER: 47322
DATE: 06/21/2019
SCALE: NONE
TRACT ID: LE-119.000
DRAWN BY: MKM

BOUNDARY SURVEY
GULF POWER
TRACT NO. LE-119.000
 PARCEL ID. NO. 2223209020000
 SECTION 23, TOWNSHIP 01 NORTH, RANGE 02 WEST
 LEON COUNTY, FLORIDA

SAM SURVEYING AND MAPPING, LLC
 8529 SOUTH PARK CIRCLE, BLDG 100, STE 150
 ORLANDO, FLORIDA 32819
 Ph: (407) 484-9345
 EMAIL: INFO@SAM.BIZ
 LICENSED BUSINESS NO. 7908

EXHIBIT 'A'

ENCUMBRANCES AND RESTRICTIONS (SEE SURVEYORS NOTES # 3 BELOW)

ORB. - PG.	AFFECT/NOT AFFECT	EASEMENT	DESCRIPTION
NONE PROVIDED			

SURVEYORS NOTES:

- BEARINGS ARE GRID BEARINGS DERIVED FROM STATE PLANE COORDINATES, FLORIDA NORTH ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE AVERAGE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999969028. HORIZONTAL RELATIONSHIPS AND THEIR DERIVATIVES SHOWN HEREON ARE GRID VALUES.
- THIS SURVEY DOES NOT REFLECT ANY UNDERGROUND UTILITIES THAT MAY AFFECT THE SUBJECT TRACT.
- ENCUMBRANCES SHOWN OR NOTED ON THIS SURVEY ARE BASED UPON DOCUMENTS PROVIDED BY THE CLIENT.
- THIS IS A BOUNDARY SURVEY OF A PROPOSED UTILITY EASEMENT FOR GULF POWER. ONLY TOPOGRAPHIC FEATURES LYING WITHIN AND NEAR THE PROPOSED UTILITY EASEMENT WERE LOCATED AND ARE SHOWN HEREON.
- FIELDWORK PERFORMED FOR THE COMPLETION OF THIS SURVEY MAP WAS SUPERVISED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND COMPLETED ON FEBRUARY 2019.
- ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

LEGEND

O.R.L.C.FL.	OFFICIAL RECORDS LEON COUNTY, FLORIDA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.	OFFICIAL RECORDS
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
⊕	5/8-INCH IRON ROD WITH CAP "FLA DOT 5/8 T" FOUND
■	FOUND CONCRETE MONUMENT AS NOTED
○	5/8-INCH IRON ROD WITH CAP STAMPED "LB7908" SET

—————	TRACT LINE
=====	PROPERTY / RIGHT-OF-WAY LINE
—————	RIGHT-OF-WAY LINE
- - - - -	EXISTING EASEMENT
— — — — —	PROPOSED EASEMENT
—————	SECTION LINE
=====	SUBJECT EASEMENT

*SEE SHEET 01 OF 03, FOR LEGAL DESCRIPTION *

SEE SHEET 03 OF 03 FOR EXHIBIT DRAWING

THIS BOUNDARY SURVEY IS NOT CONSIDERED COMPLETE IF SHEETS 01 THRU 03 ARE NOT BOUND TOGETHER

SHEET 02 OF 03

JOB NUMBER: 47322

DATE: 06/21/2019

SCALE: NONE

TRACT ID: LE-119.000

DRAWN BY: MKM

**BOUNDARY SURVEY
GULF POWER**

TRACT NO. LE-119.000

PARCEL ID. NO. 2223209020000

SECTION 23, TOWNSHIP 01 NORTH, RANGE 02 WEST
LEON COUNTY, FLORIDA



SAM SURVEYING AND MAPPING, LLC
8529 SOUTHPARK CIRCLE, BLDG 100, STE 150
ORLANDO, FLORIDA 32819
Ph: (407) 484-9345
EMAIL: INFO@SAM.BIZ
LICENSED BUSINESS NO. 7908

FPL 035247
20210015-EI

47322 - BOUNDARY SURVEY - LE-119.000.DWG

EXHIBIT 'A'

GULF POWER TRACT NO. LE-121.000
 PARCEL ID. NO. 2223204180000
 BOOK 1511, PAGE 1898
 O.R.L.C.FL.

HOUSTON ROAD
 (VARIABLE WIDTH RIGHT OF WAY)

GULF POWER TRACT NO. LE-119.500.CR
 LEON COUNTY EASEMENT
 FROM THE BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT TRUST FUND
 BOOK 1976, PAGE 0971 (ON 0976)
 O.R.L.C.FL.

**GULF POWER TRACT NO.
 LE-119.000**

PARCEL ID. NO. 2223209020000
 STATE OF FLORIDA, BOARD OF TRUSTEES OF
 THE INTERNAL IMPROVEMENT TRUST FUND
 BOOK 874, PAGE 1348 (ON 1351)
 O.R.L.C.FL.

S1/2 AND S1/2 OF N 1/4 OF LOT 5 IN SW1/4
 LESS 3 AC. DESCRIBED IN D.B. 23, P. 164
 S23, T1N, R2W

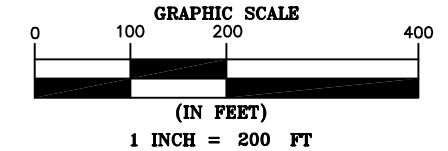
**FRACTIONAL SECTION 23
 TOWNSHIP 01 NORTH
 RANGE 02 WEST**

**PROPOSED 15'
 WIDE EASEMENT
 0.431 ACRES
 (18,768 S.F.)**

GULF POWER TRACT NO. LE-118.000
 PARCEL ID NO. 2226209010000
 STATE OF FLORIDA, BOARD OF TRUSTEES
 OF
 THE INTERNAL IMPROVEMENT TRUST FUND
 BOOK 874, PAGE 1348 (ON 1352)
 O.R.L.C.FL.
 N1/2 OF NW1/4 S26, T01N, R02W

**SOUTH LINE
 OF S1/2 OF
 LOT 5**

FOUND 6-INCH
 SQUARE CONCRETE
 MONUMENT WITH "X"
 INCISED IN TOP
 AND "SRD" ON SIDE



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°12'44"W	15.00'
L2	N00°04'02"W	689.37'
L3	N09°55'58"E	312.61'
L4	S24°52'59"E	26.27'
L5	S09°55'58"W	291.04'
L6	S00°04'02"E	689.18'
L7	N80°04'02"W	100.00'

P.O.C.
 FOUND 4-INCH SQUARE CONCRETE
 MONUMENT WITH CAP STAMPED
 "LS1254" MARKING THE SOUTHEAST
 CORNER OF FRACTIONAL SECTION 23,
 TOWNSHIP 01 NORTH, RANGE 02 WEST,
 LEON COUNTY, FLORIDA
 N: 532126.61 E: 2001536.93
 NAD 83(2011)

FRACTIONAL SECTION 23
S89°12'44"W 2742.19'
SECTION 26

P.O.B.
 N: 532088.91 E: 1998795.00
 NAD 83 (2011) FL. N.

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	10°00'00"	1497.71'	261.40'	N04°55'58"E	261.07'
C2	10°00'00"	1482.71'	258.78'	S04°55'58"W	258.45'

*SEE SHEET 01 OF 03 FOR LEGAL DESCRIPTION *
 *SEE SHEET 02 OF 03, FOR SURVEY NOTES,
 LEGEND AND ENCUMBRANCES / RESTRICTIONS.*

*THIS BOUNDARY SURVEY IS NOT CONSIDERED
 COMPLETE IF SHEETS 01 THRU 03 ARE NOT
 BOUND TOGETHER*

SHEET 03 OF 03

JOB NUMBER: 47322

DATE: 06/21/2019

SCALE: 1" = 200'

TRACT ID: LE-119.000

DRAWN BY: MKM

**BOUNDARY SURVEY
 GULF POWER**

TRACT NO. LE-119.000

PARCEL ID. 2223209020000

SECTION 23, TOWNSHIP 01 NORTH, RANGE 02 WEST
 LEON COUNTY, FLORIDA



Gulf Power



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 LICENSED BUSINESS NO. 7908

FPL 035248
 20210015-EI

ATTACHMENT D
CITY OF TALLAHASSEE CO-LOCATION AGREEMENT

**CO-LOCATION AGREEMENT
BETWEEN THE CITY OF TALLAHASSEE
AND
GULF POWER COMPANY**

This Co-location Agreement (“**Agreement**”) is made and entered into on this 24th day of September, 2019 (“**Effective Date**”), by and between the City of Tallahassee, a Florida municipal corporation (“**City**”), and Gulf Power Company, a Florida corporation (“**Company**”) (collectively, the “**Parties**”).

Recitals

WHEREAS, Company intends to construct a new 161kV transmission line referred to as the North Florida Resiliency Connection (“**Project**”); and,

WHEREAS, the purpose of the North Florida Resiliency Connection is to connect the Gulf Power and FPL systems to, maintain reliability, bring lower cost power to the Gulf system, and meet resource/transfers needs between the two systems; and,

WHEREAS, a portion of the Project will cross through: (i) the Apalachicola National Forest; (ii) City utility easements; and (iii) City owned property, collectively the “**Project Area**”; and,

WHEREAS, the Company and City wish to enter into an agreement or agreements that allow for Company to co-locate portions of the Project with certain city facilities within the Project Area, and agree on terms that provide for mutual benefits to both parties; and,

WHEREAS, the co-location of the Project within the Project Area will require the removal, relocation, and rebuilding of certain City transmission facilities and equipment (“**City Facilities**”) to the extent necessary to eliminate conflicts with Company’s construction of the Project within the Project Area and to provide for safe and reliable operations; and,

WHEREAS, Company’s construction of the Project within the Project Area will require the City granting easements or providing other approvals or support to Company for construction of the Project within the Project Area; and,

WHEREAS, the purpose of this Agreement is to document the terms between the City and Company for Company to co-locate portions of the Project with certain City Facilities within the Project Area in order to accommodate Company’s Project upon the terms and conditions stated herein; and,

WHEREAS, the Parties agree that this Agreement is intended to inure to the benefit of and is binding upon the Parties, their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein,

the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Shared Use of Project Area. Each Party consents to the use, by the other Party, of that portion of the Project Area, identified in Exhibit A, which it has or intends to have the legal right to occupy for the Support Structures and their respective transmission lines and for installation, maintenance, removal and replacement of the same, and each agrees that so long as this Agreement is in effect, none of the permits, easements, or other rights in favor of either Party shall be deemed superior to those in favor of the other Party; it being the purpose and intent to this Agreement that the Parties share the Project Area equally, in accordance with the terms of this Agreement; provided, however, that nothing in this Section is intended to eliminate any requirement that the Parties obtain all permits necessary for each of them to occupy the Project Area in the first instance from appropriate governing authorities.
3. Term. The term of this Agreement shall commence on the date of execution hereof and shall continue in perpetuity.
4. Responsibilities of Company.
 - a) Company, at Company's sole cost and expense, will remove, relocate, and rebuild certain City Facilities located within the Project Area, as more fully described in Exhibit B.
 - b) The period during which City Facilities will be required to be out of service for removal, relocation and construction will be within the City's normally planned outage windows of March 1 through May 31 and September 30 through November 30 of each calendar year, unless otherwise mutually agreed to by the parties at least thirty (30) days prior to Company's commencement of construction activities. The Company agrees to take all reasonable measures, including expedited construction techniques and rotating outages, to ensure that planned and actual line outage durations will be reduced to the shortest practicable time periods to minimize disruption to City utility operations, and all outages of City Facilities will be coordinated in accordance with the FRCC Local Operating Plan for NW Florida (FRCC-MS-RC-005) and will not conflict with City's planned generating unit outages¹, unless mutually agreed upon by the parties.
 - c) Company shall reimburse City for all incremental Costs incurred by the City arising from the Company's requests for outages of City Facilities. For the purpose of this Agreement, "Costs" means all actual, reasonable and documented (i) costs and expenses paid by City to third parties and (ii) costs

¹ The City's Purdom Unit 8 has a 44-day planned unit outage in the Spring of 2020 and Hopkins Unit 2 has a 60-day planned outage in the Spring of 2021. Additionally, there may be restrictions on construction in the Apalachicola National Forest by the USFS from April 1 through July 31 of each year to avoid the nesting season of the Red Cockaded Woodpecker.

and expenses incurred by the City as internal overhead (such overhead not to exceed an amount equal to 102% such costs and expenses). Examples of such incremental Costs would include, but not be limited to, acceleration costs to shorten planned generating unit outage lengths for City generating facilities, Deemed Energy payments, as defined in the Energy Purchase Agreement between the City and FL Solar 4, LLC, or the purchase of operating reserves by the City. Where practicable, the City shall provide the Company with estimated incremental Costs for review and approval prior to incurring such Costs.

- d) Any changes in total base import or export capability resulting from the construction and energization of the Project shall not be attributed to or have the effect of decreasing City's assigned import capability under the Florida Southern Interface Allocation Agreement or City's individual base export allocation under the Florida-Southern Transmission Export Allocation Agreement in the event either agreement is amended in response to the construction of the Project. Should either agreement be amended to increase the import or export allocations, the Company shall support the position that the City benefits by such increases on a pro-rata basis to the increase in import or export in negotiations with the other Interface Owners², including affiliates of the Company.
- e) Upon prior written request, Company will (within a reasonable period of time after such request) provide City with necessary information in order for City to perform power flow modeling of the Florida Reliability Coordinating Council, Inc. ("FRCC") grid with the proposed Company line, including such information regarding line ratings, impedance, length of line and connecting stations.
- f) Company will work collaboratively with the City to jointly study the interconnection of the Project to the City's transmission system at 230kv. Should the joint interconnection studies demonstrate benefit for the City, City shall have the right to design, permit and construct an interconnection between the Project and the City's 230kv transmission system at either the City's Substation 5, 32 or 34, or other mutually agreeable location, as determined by the joint interconnection studies. If the interconnection activities are to be pursued, Company agrees to procure and install, the 161/230 kV transformer in support of the proposed interconnection. City is responsible for all other costs for interconnecting the transmission line into the selected substation. Provided the City provides written notification to Company no later than December 1, 2020 of its election to construct such interconnection, the Company shall commence selection, purchase, delivery to the City's prepared foundation, and assembly of the transformer.

² "Interface Owners" includes City, Florida Power and Light Company, Jacksonville Electric Authority, and Duke Energy Florida.

- g) Except as set forth in Section 4.f., Company will reimburse City for any Costs incurred or expended by City in connection with: (i) granting Company easements or providing other City approvals or support to enable the Company to co-locate the Project within the Project Area; (ii) City's support to ensure that interfacing easements with Florida Gas Transmission Company, LLC ("FGT"), Florida Department of Transportation ("DOT"), or other corporations or agencies are consistent with the Project co-location, if any; and (iii) any other such Costs incurred by the City to support the Project.
- h) Company agrees to allow City to cross the Project with future transmission, distribution and communications facilities to support the City's operations. Such crossing will be done consistent with all applicable codes and standards. In the event that there is a crossing of the Project by future City transmission, distribution and/or communications facilities, the Parties will negotiate such crossing based on usual and customary terms and conditions for the type of crossing contemplated by the Parties. Any make ready work required to adjust the existing facilities will be borne by the requesting Party.
- i) During the removal, relocation and rebuilding of City Facilities, Company will maintain the City's high-speed communications for components of the City's transmission system that are impacted by the Project during planned line outages in compliance with applicable prudent industry standards. The Parties recognize that temporary interruptions (e.g. hours) will be necessary as long as the transmission lines affected by the high-speed communications are out of service. Notwithstanding Company's maintenance obligations for City's high-speed communications enumerated herein, Company may request of City, and City may agree, to assume and perform the Company's obligations based on terms and conditions mutually agreed upon by the Parties.
- j) Based on the Memorandum of Agreement entered into between the Parties on June 13, 2019, and additional factors, the route within Leon County shown in Exhibit A is the Company's preferred route and shall be used for all relevant permits and approvals for the Project, which route shall be deemed approved by the City Commission upon execution of this Agreement.
- k) Subsequent to completion of construction and acceptance by the City, Company agrees to transfer to the City all rights, title and ownership interests, if any, in: (i) all City Facilities that Company removes, relocates and rebuilds as part of the Project work; and (ii) the 161/230kv transformer identified in Section 4f above.
- l) Gulf acknowledges that the City provides retail electric service in Leon

County within a service area that is partially defined by boundaries with Talquin Electric Cooperative that were approved by the Florida Public Service Commission (“FPSC”) through its Orders 22506, 22506-A and PSC-14-0680-PAA-EU. Order 22506 provides that the City’s retail service in the zone identified as “Zone A” assures adequate and reliable energy in Florida and avoids uneconomic duplication of facilities.

5. Responsibilities of the City.

- a) City will provide approval, support or consent to Company for the sharing of City’s existing easements along portions of the Project Area provided the Company complies with all requirements of this Agreement.
- b) City will provide reasonable support (subject to reimbursement of City’s Costs by Company) in order for Company to obtain access on other portions of City’s existing transmission corridors, including, but not limited to, granting or allowing access on portions of City’s existing transmission corridors in which special use permit amendments, other permit amendments or consents, or new easements may be required to allow co-location or location of the proposed facilities.
- c) Following Company’s receipt of all governmental approvals and permits required to commence construction of the Project within the Project Area and upon Company’s written request, City shall promptly execute and deliver to Company for recordation in the Public Records of Leon County, Florida (subject to reimbursement of City’s Costs by Company) an Easement in the form attached hereto and made a part hereof as Exhibit C to allow co-location or location of the proposed facilities on City fee simple owned lands.
- d) City will provide Company with all required and reasonably requested support (subject to reimbursement of City’s Costs by Company) necessary to ensure that interfacing easements with FGT, DOT, or other corporations or agencies are consistent with Company-City co-location.
- e) City agrees to allow Company to cross City’s transmission, distribution and communications facilities when necessary to support the Project. Such crossing will be done consistent with all applicable codes and standards.
- f) City will provide to Company the necessary as-built drawings and other relevant design or engineering data necessary to plan and construct the co-located City Facilities and Company facilities as contemplated by this Agreement.
- g) City shall engage a nationally recognized independent engineering firm mutually agreed upon by the Parties (the “Independent Engineer”) to

periodically review Company's work under Section 4.a. (including certain design and construction services provided by Company's subcontractors or sub-consultants for the City Facilities) for compliance with the design criteria set forth in Exhibit B on terms and conditions mutually agreed upon by the Parties. Company shall be responsible for all (i) fees due and payable to the Independent Engineer and (ii) any actual, reasonable and documented internal costs and expenses incurred by the City (including overhead in an amount such that the total of such costs and expenses shall not exceed an amount equal to 102% of such costs and expenses), in each case, as a result of performing quality inspection services agreed upon by the Parties in connection with confirming that design and construction services provided by Company's subcontractors or sub-consultants for the City Facilities are in compliance with the design criteria set forth in Exhibit B; provided, however, in no event shall Company's aggregate liability for all such fees and Costs exceed an amount equal to Three Hundred Thousand Dollars (\$300,000). In the event that, upon finalization of the project schedule by the Parties, the scope of review required by the Independent Engineer and the City under this Section 5.g in connection with such final project schedule is such that such review could not reasonably be completed for an amount less than or equal to the Three Hundred Thousand Dollars (\$300,000) limitation described above, then the Parties shall, in good faith, negotiate an adjustment to such limitation that reasonably reflects the fees and Costs anticipated to be incurred based on the final project schedule agreed upon by the Parties. Notwithstanding anything to the contrary herein, the Independent Engineer shall have no right to direct Company, Company's subcontractors or suppliers, or the performance of Company's obligations herein.

- h) Within 60 days after the initial, agreed upon project schedule is provided to the City by the Company, City shall provide to Company a forecast of the City's internal projected costs and expenses, including the then-current rate sheets for relevant City employees and other internal labor costs.
- i) City, excepted as set forth in this Section, agrees it will not initiate or intervene in any legal or regulatory proceeding in opposition to Company with respect to the Project so long as the Company is not in default, in accordance with Section 8 herein, of any obligations of this Agreement or any subsequent then current agreement; however, such restriction shall not apply to the City in regard to actions to the extent taken in its permitting regulatory capacity in accordance with the City's usual and customary practice. Nothing in this Agreement shall preclude the City from filing an action before the Federal Energy Regulatory Commission concerning the Southern Florida Interface Agreement allocations or assignments.

6. Design Criteria. The portion of the Project in the Project Area shall be constructed in accordance with the Design Criteria provided in Exhibit B.

7. Maintenance of the Project Area.

- a) Maintenance of Own Equipment. Each Party shall maintain its own facilities and shall bear the cost of maintaining its own facilities.
- b) Vegetation and Access Road Management. The Parties agree to negotiate and execute a detailed vegetation and access road management agreement prior to the Project being energized. Such agreement will include, but not be limited to, details on the roles and responsibilities of the Parties, how costs for these activities will be allocated between the Parties, and delegation of compliance responsibility for North American Electric Reliability Corporation (NERC) reliability standards related to vegetation management, including responsibility for penalties for violations of such NERC reliability standards governing City Facilities. In the event the Parties are unable to reach agreement on vegetation management, each Party shall be responsible for vegetation management for its own facilities within its own permitted portion of the Project Area and each Party shall indemnify, defend and hold harmless the other Party from and against any and all NERC fines and penalties assessed against and paid by such other Party, to the extent directly arising out of or resulting from the failure of such Party to maintain vegetation in a manner that gives rise to a confirmed violation of NERC standard FAC-003 Transmission Vegetation Management. Each Party shall ensure that the other Party, and its respective employees, agents, and representatives, have reasonable access to the access road within the Project Area during the term of this Agreement. Each Party acknowledges and agrees that it shall not unreasonably interfere with the other Party's access to such access road. Nothing in this Agreement shall prevent the City from conducting any needed vegetation management activities for its own facilities prior to the Project being placed in operation; provided, that, the City shall use reasonable efforts to advise the Company in advance of any such vegetation management activities so as not to interfere with the Company's obligations under this Agreement.
- c) De-energizing Segments. The Parties agree that under normal conditions they can operate and maintain their respective circuit(s) without de-energizing the other's circuit(s). However, once the Project is energized, the Parties agree that there may be the need for one Party to request an outage on all or a portion of the other Party's transmission facilities so that the requesting Party can safely make repairs or additions as are necessary or desirable to its lines, equipment, including the support structures. The Parties agree to work cooperatively in scheduling any such outages as more fully described below.
- i. Emergency Outages: In the event either Party needs the other Party's transmission line removed from service due to an emergency event, the Parties agree to work in a prompt manner to remove from operation and ground their respective facilities. In the case of an emergency outage, the

Parties agree to use good faith and all reasonable efforts to place this need ahead of other priorities.

- ii. **Scheduled Line Outages:** In the event either Party needs to schedule a transmission line outage of the other Parties transmission line, the requesting Party shall provide advance written notice to the other Party. The Parties agree to work jointly with the Florida Reliability Coordinating Council and Duke Energy-Florida, or their successors, in scheduling the outage.
- iii. In all cases, the Parties agree to coordinate their activities so as to minimize or avoid any disruption of electrical service or sales and ensure compliance with all applicable regulatory standards and requirements.
- iv. In either case, the requesting Party agrees to prosecute all work that requires the other Party's transmission line outage on an expedited basis to minimize the other Party's transmission line outage length.
- v. Neither Party shall be required to compensate the other Party for any costs or expenses, including switching and grounding costs and expenses, necessary to support outages under this provision.

8. Default and Termination.

- a) The following events shall constitute an event of default by the performing Party should it fail to cure following notice from the other Party and expiration of the applicable cure period: The failure or omission by either Party to observe, keep or perform in any respect the material requirements of this Agreement, which continues uncured for sixty (60) days after the defaulting Party's receipt of written notice from the non-defaulting Party specifying the nature of the default and the required cure, and excepting good faith disputes over payment for services rendered or received, and such failure or omission has continued for sixty (60) days or such longer period as may be required to cure such failure or omission, not to exceed one-hundred eighty (180) days, if such failure or omission cannot reasonably be cured with a sixty (60) day period after written notice from the other Party.
- b) In the event of an uncured default, the non-defaulting Party shall have the right at its option and without further notice, subject to the limitations set forth in the last sentence of this paragraph, to exercise any remedy available at law or in equity, including without limitation, a suit for specific performance of any obligations set forth in this Agreement, or any appropriate injunctive or other equitable relief, or for damages resulting from such default. Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement.
- c) Notwithstanding anything contained herein to the contrary, the Parties

acknowledge and agree that this Agreement may only be terminated as follows:

- i. Either Party has the right but not the obligation to terminate this Agreement in the event the Company fails to commence construction of the Project within twenty-four (24) months of the Effective Date of the Agreement, provided, however, if any delay in commencement of construction arises from any delay in issuance of any local, state, or federal permit or approval for the Project required for the commencement of construction, and such delay is not the direct result of Company's failure to make a good faith effort to pursue the permitting or approval required, then such 24 month period shall be extended as necessary to account for the impact of such delay and until all permits or approvals required for commencement of construction are issued.
- ii. Company has the right but not the obligation to terminate this Agreement upon the denial of any local, state, or federal government permit or approval required for the Project, or upon a delay in issuance of such permit or approval beyond a period of two years from the initial application by Company for such permit or approval, or issuance of any such permit or approval required for the Project which contains conditions deemed unacceptable by Company. Company agrees to make a good faith effort to obtain all required permits and approvals.
- iii. Either Party has the right but not the obligation to terminate this Agreement on issuance of any local, state, or federal government permit or approval required for the Project, the effect of which modifies the route within Leon County identified in Exhibit A, with the exception of minor modifications.
- iv. Either Party, has the right but not the obligation, to terminate this Agreement on issuance of a governmental permit or approval required for the Project, the effect of which materially modifies the design criteria as set forth in Exhibit B, including in Appendices 1, 2, and 3 thereto, in a manner that does not allow for the City's future second circuit to be constructed as contemplated by the Parties.

9. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, officers, directors, affiliates, subsidiaries and their respective employees and agents, and successors and permitted assigns (the "Indemnified Parties") from and against any and all third party liabilities, obligations, losses, damages (including indirect, consequential, incidental, or special damages), claims, costs, charges, or other expenses, including, without limitation, reasonable attorney's fees and litigation costs, to the extent arising out of or resulting from any negligent act or omission of any kind by the Indemnifying Party in the Project Area or relating thereto.

10. Insurance. Prior to commencing the Construction of the Project, Company shall procure and maintain, at Company's own cost and expense for the duration of the Contract, insurance, as set forth in this Article, against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Project or provision of services hereunder by Company, its Subcontractors, or their respective agents, representatives, or

employees.

- a) Company shall maintain the following types of coverage with no less than the specified limits:
 - i. Commercial General/Umbrella Liability Insurance - \$15,000,000.00 limit per occurrence for property damage and bodily injury. The coverage shall be provided on an occurrence basis and shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - ii. Business Automobile Insurance - \$15,000,000.00 limit per occurrence for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - iii. Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability Coverage for \$1,000,000.00 per accident.
 - iv. Professional Liability Insurance - \$5,000,000 limit per occurrence. Company has the right to meet this requirement using self-insurance. Coverage maintained by Company will apply in excess of any available coverage maintained by subcontractor.
- b) Other Insurance Provisions
 - i. Commercial General Liability and Automobile Liability
 - The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises owned, leased or used by Company or premises on which Company is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds. Such coverage shall not extend to any negligent or wrongful

acts or omissions of a City Insured.

- Company's insurance coverage shall be primary insurance as respects the City Insureds except that the City's insurance shall be primary with respect to the negligence or wrongful acts or omissions of a City insured. Any insurance or self-insurance maintained by the City Insureds, or any of them, shall be excess of Company's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- Coverage shall state that Company's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers' Liability and Property Coverage -- The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of Company in the performance of services under this Contract.

c) All Coverage

- Each insurance policy required by this Article shall be endorsed to state that Company shall endeavor to provide City with thirty (30) days prior written notice of any material changes to required coverages, including suspension, cancellation, and reductions in coverage.
- If Company, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Company's resulting from said breach.
- Alternatively, City in the event of default by the Company may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Company's, City may deduct from sums due to Company's any premium costs advanced by City for such insurance.

d) Deductibles and Self-Insured Retention -- Any deductibles or self-insured retentions must be declared to the City. Company shall provide written notice within thirty (30) days of any material changes in such deductibles or self-insured retentions.

e) Acceptability of Insurers -- Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service or near equivalent rating by a nationally recognized agency. The Electric Insurance Company can be used for any coverage required hereunder at Company's option.

f) Verification of Coverage -- Company shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received by the City before Project commences on the City's property.

- g) Subcontractors -- To the extent Company engages subcontractors to perform Project design and construction on the City's Facilities, Company shall ensure that all such subcontractors shall meet the insurance requirements outlined above unless otherwise agreed by the City, including naming the City as an additional insured. In addition, Company shall ensure that any design firms engaged by the Company for City Facilities shall also carry Professional Liability coverage in the amount of \$1 million per occurrence.
- h) Company has the right to satisfy the requirements in this Section 10 using any combination of primary, excess/umbrella and/or self-insurance.

11. Notice. Any and all notices, requests, demands and other communications required or permitted to be served pursuant to the terms of this Agreement shall be in writing and shall be served by (i) hand-delivery, (ii) United States certified mail, with sufficient prepaid postage affixed to carry same to its destination, return receipt requested, (iii) sent by facsimile, PDF or other electronic transmission (with electronic confirmation or, with the original to follow), or (iv) overnight delivery service, in each instance with receipt requested and postage and/or delivery charges, as the case may be, paid by the party serving such notice, as follows:

Upon City: Robert E. McGarrah
 General Manager Electric & Gas Utility
 City of Tallahassee
 2602 Jackson Bluff Road
 Tallahassee, FL 32304
 850-891-5534
 850-891-5162 (fax)

With Copy to: City Attorney
 300 South Adams Street
 Tallahassee, FL 32301
 850-891-8554

Upon Company: Michael G. Spoor
 Vice President, Power Delivery
 Gulf Power
 One Energy Place
 Pensacola, FL 32520-0100

With Copy to: Russell A. Badders
 Vice President and Associate General Counsel
 Gulf Power
 One Energy Place
 Pensacola, FL 32520-0100

or to such other addresses as the parties shall designate in writing. Notice shall be deemed given when actually delivered by hand, upon receipt by electronic transmission, upon receipt by

overnight delivery service, upon receipt or initial refusal of delivery by United States certified mail.

12. Force Majeure. Performance by each Party shall be pursued with due diligence in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither Party shall be liable to the other for any loss or damage for delay due to causes that (a) were beyond the reasonable control and (b) were not caused by the negligence or lack of due diligence of the affected Party. The Parties agree that, provided the conditions stated in (a) and (b) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riots or insurrection, inability to obtain required permits or licenses, blockages, embargoes, sabotage, epidemics, fire, hurricanes, strikes, work stoppages and labor disputes other than as set forth herein and unusually severe floods. The Party affected shall promptly provide written notice to the other Party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. In the event of any delay resulting from such causes, and provided the affected Party has promptly notified the other and exercised due diligence as provided in this Section 12, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Such extension of time shall constitute the sole remedy of either Party in the event of such delay. Notwithstanding the foregoing provision of this Section 12, the Parties specifically agree that strikes, work stoppages or other labor disturbances solely involving a Party's employees, subcontractors or subcontractor's employees at the location where the applicable obligations under this Agreement are being performed are not excusable delays and will not relieve or postpone such Party's obligations hereunder within the time specified. In the event the affected Party fails to provide prompt written notice to the other Party or fails to exercise due diligence as provided in this Section 12, the obligations under this Agreement shall remain the same and the affected Party shall be obligated to perform those measures determined by the other Party to minimize the impact of such delay at its own expense or be liable to the other party for additional expenses caused by such delay. In no event shall either Party be responsible for the other Party's costs in connection with the occurrence of a force majeure hereunder.

13. Limitation of Liability of City and Company.

- a) City:
 - i. Notwithstanding anything in this Agreement to the contrary, City shall not be liable to the Company for, nor shall the Company collect, any indirect, consequential, special, exemplary or incidental losses or damages or any loss of use, cost of capital, loss of goodwill, lost revenues or lost profit, arising from or in connection with this Agreement or the respective performance or non-performance of obligations herewith.
 - ii. Notwithstanding any other provisions of the Agreement to the contrary, the

liability of Buyer under this Agreement is intended to be consistent with Florida law and shall not constitute or be interpreted or construed as a waiver by City of its rights of sovereign immunity with respect to torts or tort claims, including, without limitation, its rights under Section 768.28, Florida Statutes, or any successor statute, nor shall any such provision be deemed to alter said waiver or to extend the liability of City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which Buyer may be entitled.

- iii. City's maximum aggregate liability hereunder, whether in contract, tort (including negligence), warranty, strict liability, or any other legal theory, shall not exceed \$5,000,000.
 - b) Company:
 - i. Notwithstanding anything in this Agreement to the contrary, Company shall not be liable to the City for, nor shall the City collect, any indirect, consequential, special, exemplary or incidental losses or damages or any loss of use, cost of capital, loss of goodwill, lost revenues or lost profit, arising from or in connection with this Agreement or the respective performance or non-performance of obligations herewith.
 - ii. Company's maximum aggregate liability hereunder, whether in contract, tort (including negligence), warranty, strict liability, or any other legal theory, shall not exceed \$5,000,000; provided, however that such limitation shall not limit Company's liability for (A) damages for which insurance proceeds are received from an insurance company for insurance required under this Agreement (if any), or (B) Deemed Energy or (C) the City's purchase of operating reserves.
14. Warranties:
- a) Upon completion of Company's removal, relocation and rebuild of the City Facilities pursuant to Section 4.a, Company shall assign to City all original warranties received by Company from its suppliers, subcontractors and sub-consultants in connection with the removal, relocation and rebuild of the City Facilities, subject to the terms and conditions as may be set forth therein. Notwithstanding the foregoing, such warranties obtained by the Company and assigned to City shall, at a minimum, include (a) a warranty that all work or services furnished by, or under contract with, the general contractor with respect to the removal, relocation and rebuild of the City Facilities shall be free from defects in workmanship for a period of twenty-four (24) months following substantial completion thereof, (b) a warranty from the sub-consultant furnishing design and engineering services that all such work or services furnished by, or under contract with, the sub-consultant with respect to the removal, relocation and rebuild of the City Facilities shall be free from defects in design and engineering for a period of twelve (12) months following final acceptance of the design thereof; and (c) customary and industry-standard warranty terms for all other materials and equipment provided to Company by its subcontractors and suppliers for such removal, relocation and rebuild of the City Facilities.

b) EXCEPT AS SET FORTH IN SECTION 14(a), THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS PROVIDING ANY REPRESENTATIONS, GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH COMPANY'S WORK UNDER THIS AGREEMENT TO REMOVE, RELOCATE AND REBUILD CERTAIN CITY FACILITIES, INCLUDING AS SET FORTH IN SECTION 4.a. INFORMATION, DATA, DELIVERABLES AND/OR REPORTS PROVIDED BY A PARTY HEREUNDER (COLLECTIVELY, "DATA") TO THE OTHER PARTY IS NOT INTENDED TO BE, AND SHOULD NOT BE, RELIED UPON BY SUCH OTHER PARTY OR ANY OTHER ENTITY AS A FINAL OR DEFINITIVE ASSESSMENT OF ANY PRODUCT OR ITS USE OR MAINTENANCE OR REPAIR REQUIREMENTS.

15. Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

16. Entire Agreement. This Agreement, together with attached Exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superceded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

17. Governing Law & Waiver of Trial by Jury. This Agreement shall be governed by the laws of the State of Florida. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT. In the event of any dispute between the Parties, the Parties agree that the forum for resolution of such dispute shall be in Orange County, Florida.

18. Dispute Resolution. Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Orange County, Florida, the United States District Court for the Middle District of Florida, or such other Florida location or forum as mutually agreed upon by the parties. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum *non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

19. Headings. The section headings contained in this Agreement are provided for purpose of reference and convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

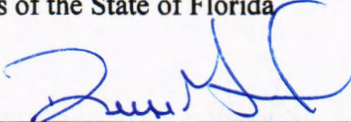
20. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person, entity, or circumstance is to any extend invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.


CITY:

City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida

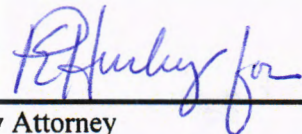
By: 
Name: Reese Goad
Title: City Manager
Date: 9.23.19

COMPANY:

Gulf Power Company, a Florida corporation

By: 
Name: Michael G. Spoor
Title: Vice President, Power Delivery
Date: 9/17/19

Approved as to Form


City Attorney

Attest:

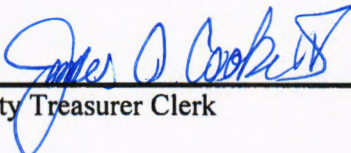
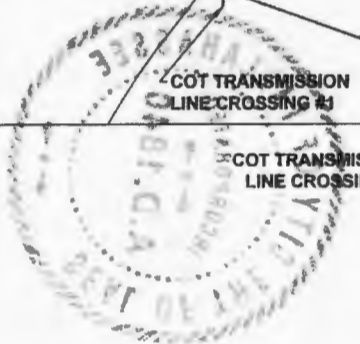
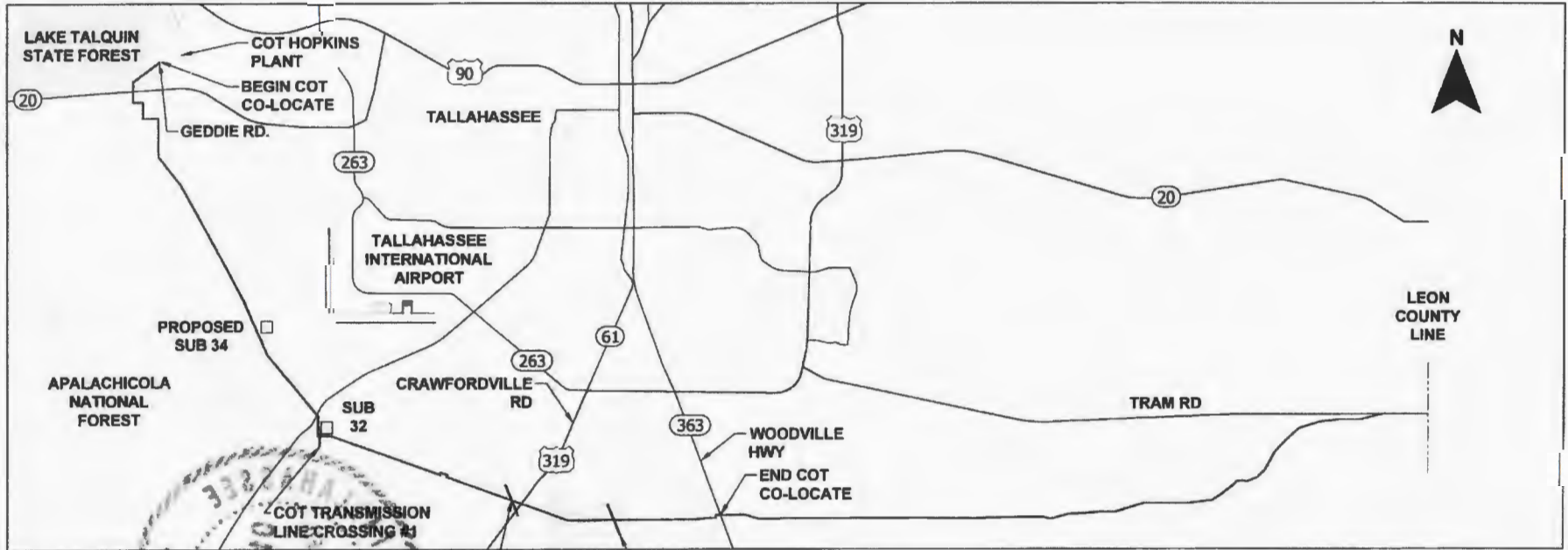

City Treasurer Clerk



EXHIBIT A NORTH FLORIDA RESILIENCY CONNECTION PROPOSED 161kV TRANSMISSION LINE LEON COUNTY, FLORIDA



LEGEND

- EXTENT OF PROJECT AREA (CITY OF TALLAHASSEE CO-LOCATION)
- ROUTE WITHIN LEON COUNTY EAST OF PROJECT AREA

REV	DATE	DESCRIPTION	BY	CHK	APP
0	07/15/19	FOR REVIEW	GCC	JRC	MKL

GULF POWER COMPANY		NORTH FLORIDA RESILIENCY CONNECTION	
SCALE: N.T.S. DRAWN BY: GCC ENGINEER: MKL COUNTY: LEON SHEET 1 OF 1	DATE: 07/15/19 CHECKED BY: JRC SECTION: AS SHOWN FILE NAME: COT EXHIBIT		

**EXHIBIT B
DESIGN CRITERIA**

1. Company shall, at its sole cost, engineer, design and construct the Project, including the City Facilities that are being removed, relocated and rebuilt, in accordance with the engineering and design criteria set forth in this Exhibit B (the “**Design Criteria**”). With respect to the City Facilities, the Company shall remove, relocate and rebuild the following City Facilities:
 - a. Line 31N from Hopkins to Sub32 (Segment 1). This includes (i) all 230kv transmission structures and lines, OPGW and communication facilities; and (ii) distribution facilities which connect with Substation 32 and Substation 34 that are directly impacted by Company’s work hereunder and would need to be rebuilt as a result of interconnecting therewith.
 - b. Line 33 from Substation 32 to Crawfordville Highway (Segment 2) This includes all 230kv transmission structures and lines, OPGW and communication facilities that are directly impacted by Company’s work hereunder and would need to be rebuilt as a result of interconnecting therewith.
 - c. Line 33 from Crawfordville Highway to Woodville Highway (Segment 3). This includes all 230kv transmission structures and lines directly impacted by the Project, OPGW and communication facilities that are directly impacted by Company’s work hereunder and would need to be rebuilt as a result of interconnecting therewith.
2. The design of the Project will include spacing horizontally (both along and across the transmission corridor) between the Company’s facilities and City Facilities as depicted in Appendices 1, 2, and 3 to this Exhibit. In addition,
 - a. New facilities will be constructed in accordance with Appendices 1, 2, 3, and 4. If unanticipated changes are identified during final design of the Project that were not contemplated at the time of execution of this Agreement, the parties agree to mutually cooperate to develop the final design criteria to address those elements;
 - b. Company will provide a minimum of 20 feet of horizontal clearance between Company’s poles and circuit conductors and City’s poles and circuit conductors including both existing and future circuits, maintained during the term of the Agreement as set forth in Appendices 1, 2, and 3.
3. The Project will meet all applicable local, state and federal codes and standards including, but not limited to, those promulgated by North American Electric Reliability Corporation (“NERC”) and National Electric Safety Code (“NESC”).
4. City Facilities removed, relocated and rebuilt by Company for City will be independent of Company facilities, with each party’s line being located on its own respective structures as set forth in Appendices 1, 2, and 3. The parties recognize there is a potential for common crossing structures to be needed in the design. Should this occur, the parties will agree to the use of a single joint structure under a joint-use agreement, provided however, the City’s

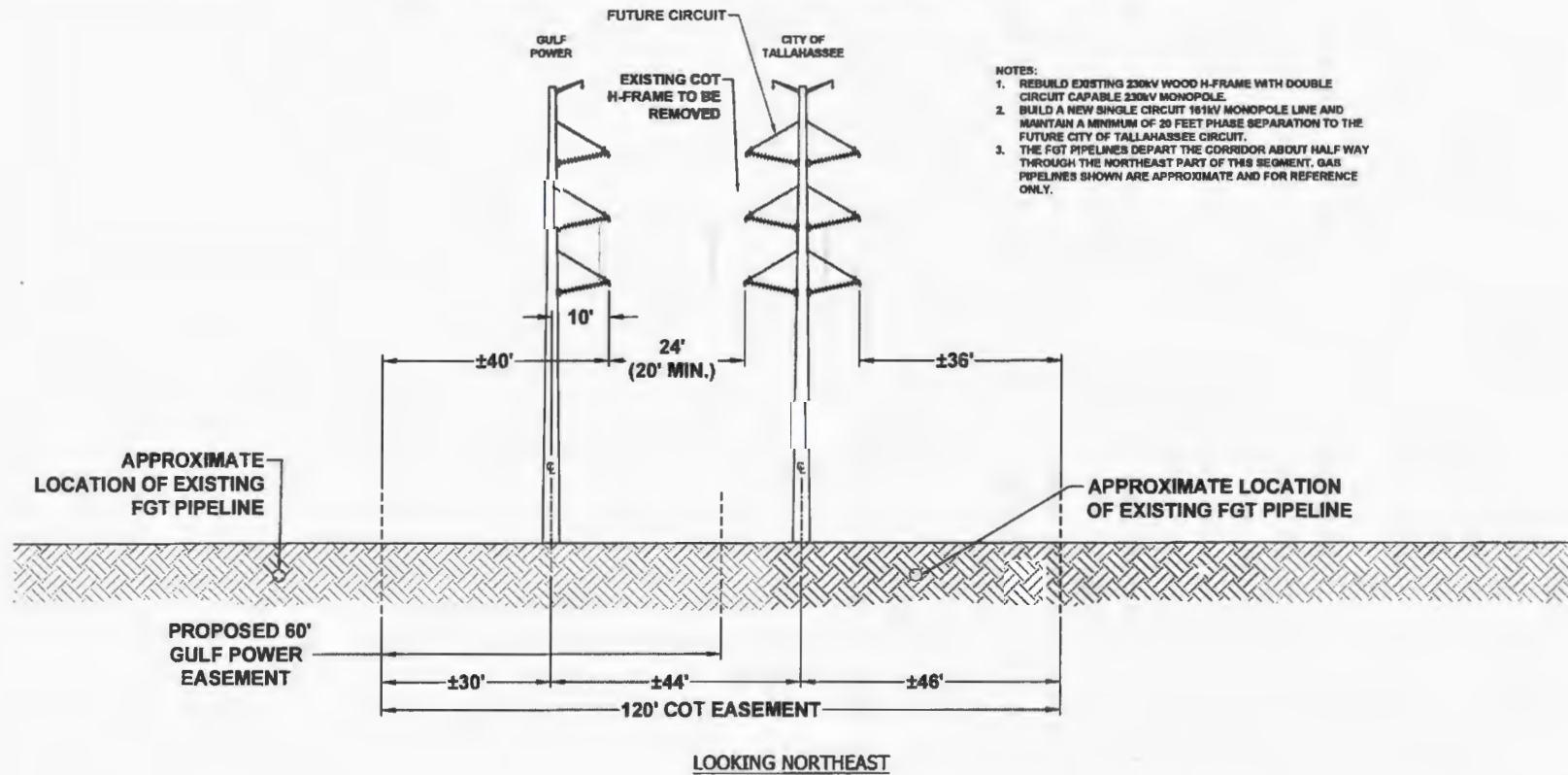
circuit(s) will be located in the top position on the structure and design provisions are made for the City's future second circuit.

5. City Facilities removed, relocated and rebuilt by Company for City will be designed as follows¹:
 - a. The segment from the City's Hopkins Plant to the City's Substation 32 will utilize concrete poles and designed using 130 mph as the design wind loading. This segment will be designed by Company to allow the City the ability to add a 2nd 230kv transmission line to each structure. This segment shall include provisions for the replacement of the existing distribution circuit. The cross section for this segment is shown in Appendix 1, attached hereto.
 - b. Segment from Substation 32 to Crawfordville Road, City Facilities will be rebuilt and designed using 130 mph as the design wind loading. The Company will use its best efforts to obtain additional rights-of-way required in this segment for the Project that allows the City to have the ability to add a 2nd 230kv transmission line. The Company will include City representatives in scheduled discussions with the U.S. Forest Service regarding the Project relative to colocation of the Company's transmission line with the City's transmission line. The cross section for this segment is shown in Appendix 2, attached hereto.
 - c. Segment from Crawfordville Road to Woodville Highway, City Facilities will be rebuilt and designed using 130 mph as the design wind loading. In order to allow for the possibility for a future additional 230 kV transmission line for the City, Company will provide a pole with provisions to allow City to add an additional pole section and install a second circuit. Company will provide all the cost, materials and labor required to place the bottom circuit in service. Company will provide City with the technical design documents for the pole extension, including the pole company design information for these extensions. The Company will include City representatives in scheduled discussions with the U.S. Forest Service regarding the Project relative to colocation of the Company's transmission line with the City's transmission line. The cross section for this segment is shown in Appendix 3, attached hereto.
 - d. For all three segments, if guying is required to maintain the 130MPH design in accordance with Appendix 4, attached hereto, for the future 230kv circuit, Company shall locate and install the guy foundations as part of the Project.
 - e. Company's design of the Project herein, including the City Facilities, shall be based on applicable codes and standards, including those set forth in Appendix 4, in effect as of the Effective Date and in no event shall Company be responsible for any changes in such codes and standards thereafter. City assumes all risk and costs for

¹ For all of the three segments from the City's Hopkins Plant to Woodville Highway, the City's transmission line will be designed per NESC criteria (1.0 Importance factor and 1.0 safety factors). Single conductor on both circuits (max 1590 ACSR with 2 OPGW).


- any changes in such codes and standards after the Effective Date. Except as identified in this Exhibit, the City will be responsible for the cost, labor and materials for the installation of the future second circuit.
- f. Appendix 4 contains the City’s transmission design standards. Company agrees to incorporate these standards in the design of the City Facilities to be removed, relocated and rebuilt.
 - g. Reconstruction of City Facilities will include the installation of optical ground with integrated fiber (OPGW) based on City standards set forth in Appendix 4.
 - h. The City Facilities removed, relocated and rebuilt by Company for City will be designed such that the City Facilities are relocated and rebuilt on the FGT side of the corridor where FGT easements exist.
6. Company shall provide the City with the opportunity to review and comment on the design, specifications and drawings for the impacted City Facilities at the 30%, 60%, 90% and 100% phases for compliance with this Exhibit B. Company shall incorporate City comments addressing non-compliance with this Exhibit B into the design for the City Facilities following these reviews. Such comments will not be considered a “change in design” and the City will have no financial obligations to the Company for any costs associated with incorporating such comments. City will provide any comments within fifteen (15) business days following receipt of the 30%, 60%, 90% and 100% plans.

**EXHIBIT B - APPENDIX 1 - DESIGN CRITERIA
 NORTH FLORIDA RESILIENCY CONNECTION
 PROPOSED 161kV TRANSMISSION LINE
 TYPICAL CROSS SECTION - HOPKINS PLANT TO SR 20**

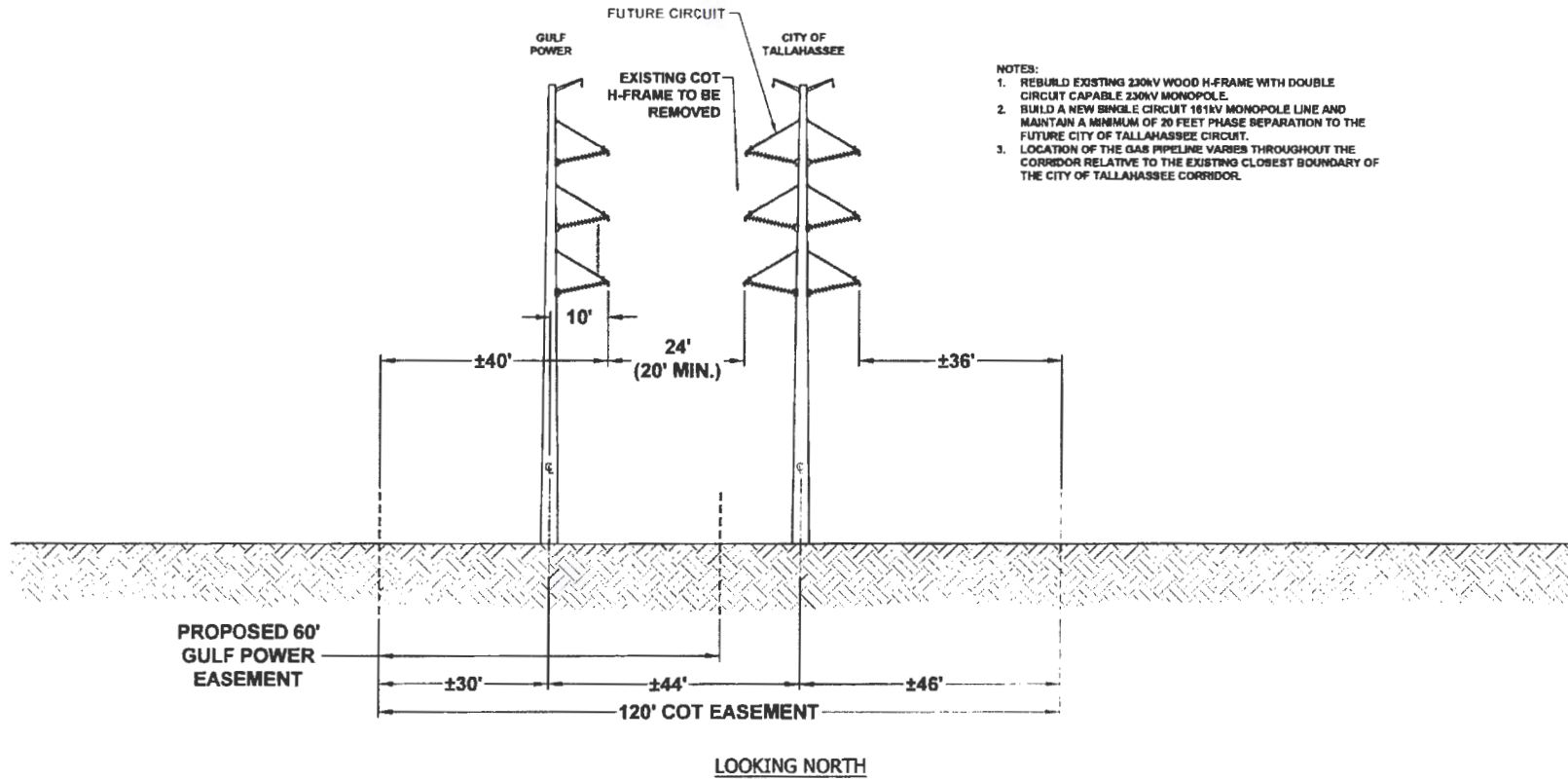


- NOTES:
1. REBUILD EXISTING 230KV WOOD H-FRAME WITH DOUBLE CIRCUIT CAPABLE 230KV MONOPOLE.
 2. BUILD A NEW SINGLE CIRCUIT 161KV MONOPOLE LINE AND MAINTAIN A MINIMUM OF 20 FEET PHASE SEPARATION TO THE FUTURE CITY OF TALLAHASSEE CIRCUIT.
 3. THE FGT PIPELINES DEPART THE CORRIDOR ABOUT HALF WAY THROUGH THE NORTHEAST PART OF THIS SEGMENT. GAS PIPELINES SHOWN ARE APPROXIMATE AND FOR REFERENCE ONLY.

0	08/31/19	FOR REVIEW	GCC	JRC	MRL
REV	DATE	DESCRIPTION	BY	CHK	APP

GULF POWER COMPANY		NORTH FLORIDA RESILIENCY CONNECTION	
SCALE: N.T.S. DRAWN BY: GCC ENGINEER: MRL COUNTY: LEON SHEET 1 OF 5	DATE: 08/31/19 CHECKED BY: JRC SECTION: N/A FILE NAME: COT E048BT		

**EXHIBIT B - APPENDIX 1 - DESIGN CRITERIA
 NORTH FLORIDA RESILIENCY CONNECTION
 PROPOSED 161kV TRANSMISSION LINE
 TYPICAL CROSS SECTION - SR 20 TO THE WEST BOUNDARY OF THE APALACHICOLA NATIONAL FOREST**

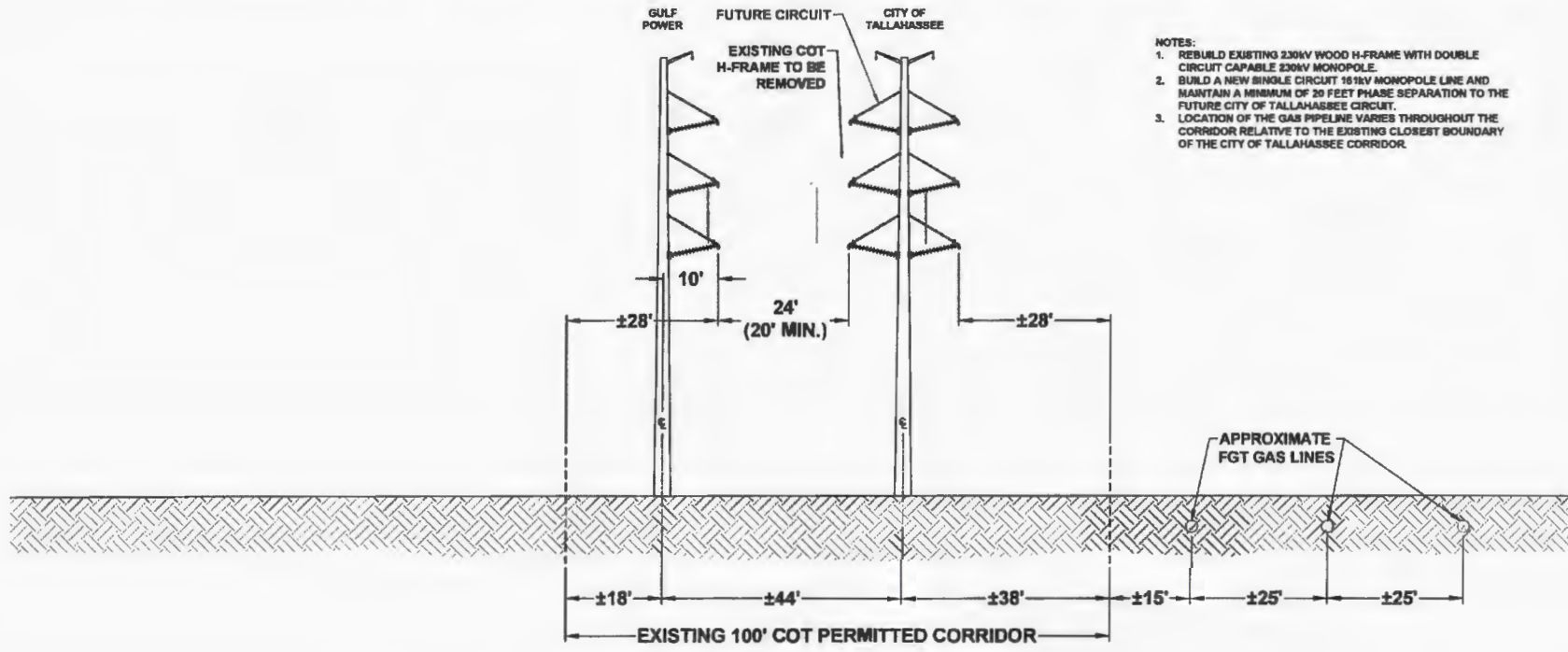


- NOTES:
1. REBUILD EXISTING 230KV WOOD H-FRAME WITH DOUBLE CIRCUIT CAPABLE 230KV MONOPOLE.
 2. BUILD A NEW SINGLE CIRCUIT 161KV MONOPOLE LINE AND MAINTAIN A MINIMUM OF 20 FEET PHASE SEPARATION TO THE FUTURE CITY OF TALLAHASSEE CIRCUIT.
 3. LOCATION OF THE GAS PIPELINE VARIES THROUGHOUT THE CORRIDOR RELATIVE TO THE EXISTING CLOSEST BOUNDARY OF THE CITY OF TALLAHASSEE CORRIDOR.

0	08/01/19	FOR REVIEW	GCC	JRC	MKL
REV	DATE	DESCRIPTION	BY	CHKD	APP

GULF POWER COMPANY		NORTH FLORIDA RESILIENCY CONNECTION	
SCALE: N T S DRAWN BY: GCC ENGINEER: MKL COUNTY: LEON SHEET 2 OF 5	DATE: 08/01/19 CHECKED BY: JRC SECTION: N/A FILE NAME: COT EXHIBIT		

**EXHIBIT B - APPENDIX 1 - DESIGN CRITERIA
 NORTH FLORIDA RESILIENCY CONNECTION
 PROPOSED 161kV TRANSMISSION LINE
 TYPICAL CROSS SECTION - THE WEST BOUNDARY OF THE APALACHICOLA NATIONAL FOREST TO SUB 32**

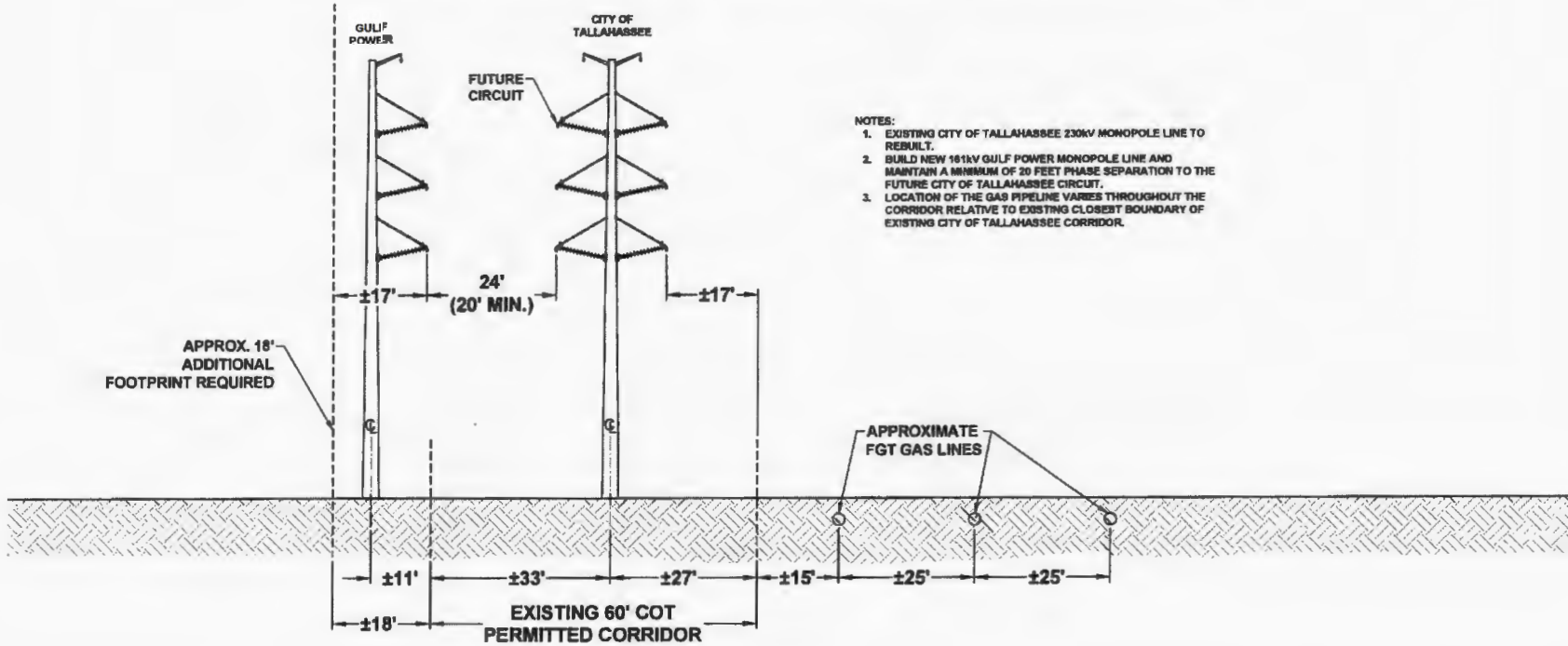


- NOTES:**
1. REBUILD EXISTING 230KV WOOD H-FRAME WITH DOUBLE CIRCUIT CAPABLE 230KV MONOPOLE.
 2. BUILD A NEW SINGLE CIRCUIT 161KV MONOPOLE LINE AND MAINTAIN A MINIMUM OF 20 FEET PHASE SEPARATION TO THE FUTURE CITY OF TALLAHASSEE CIRCUIT.
 3. LOCATION OF THE GAS PIPELINE VARIES THROUGHOUT THE CORRIDOR RELATIVE TO THE EXISTING CLOSEST BOUNDARY OF THE CITY OF TALLAHASSEE CORRIDOR.

LOOKING NORTHWEST

0	08/01/18	FOR REVIEW	GCC	JRC	MKL
REV	DATE	DESCRIPTION	BY	CHK	APP
GULF POWER COMPANY			NORTH FLORIDA RESILIENCY CONNECTION		
SCALE: N.T.S. DRAWN BY: GCC ENGINEER: MKL COUNTY: LEON SHEET 3 OF 3		DATE: 08/01/18 CHECKED BY: JRC SECTION: NA FILE NAME: COT EXHIBIT			
GULF POWER COMPANY					


**EXHIBIT B - APPENDIX 2 - DESIGN CRITERIA
 NORTH FLORIDA RESILIENCY CONNECTION
 PROPOSED 161kV TRANSMISSION LINE
 TYPICAL CROSS SECTION - SUB 32 TO CRAWFORDVILLE ROAD**



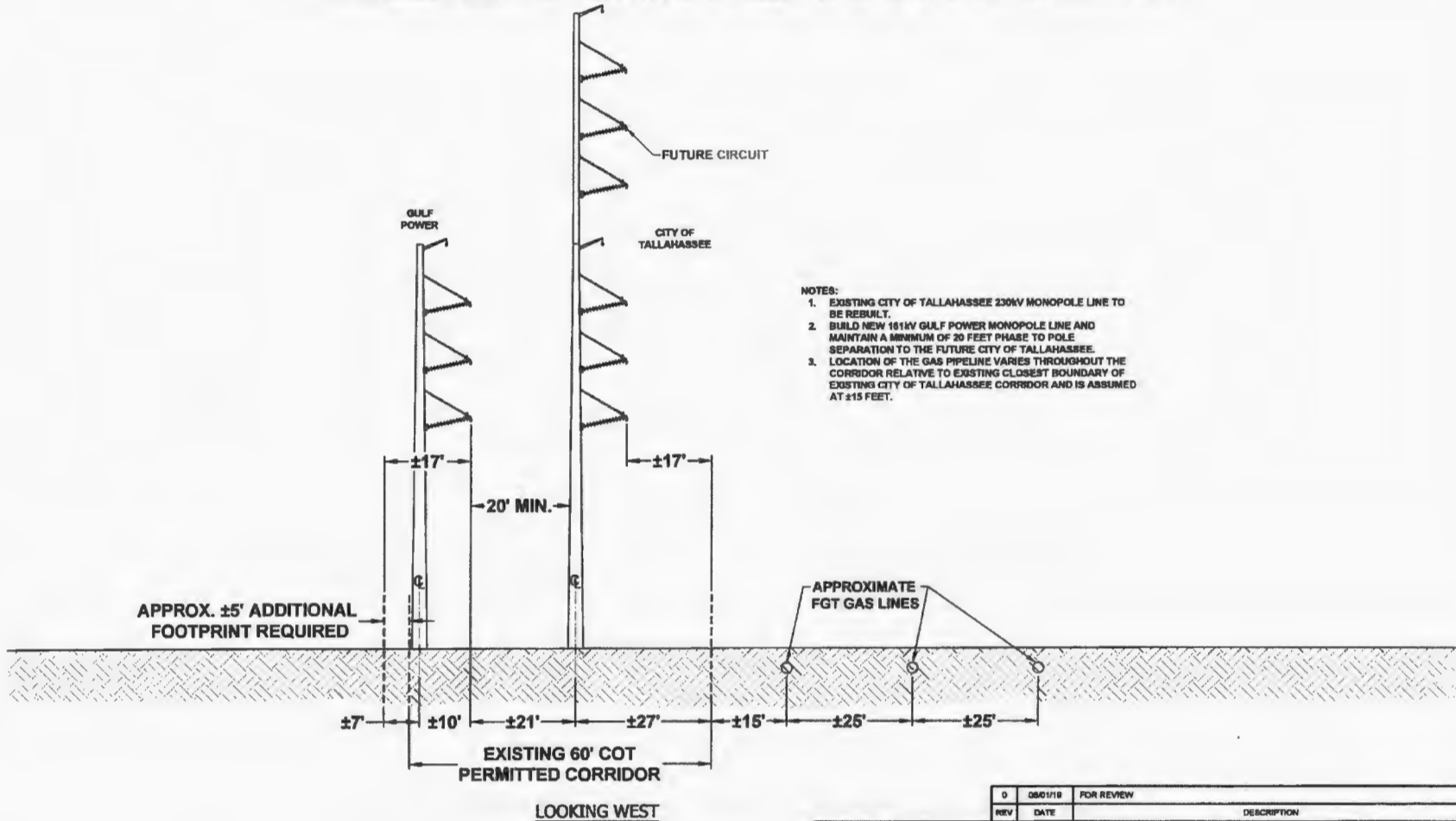
- NOTES:**
1. EXISTING CITY OF TALLAHASSEE 230KV MONOPOLE LINE TO REBUILT.
 2. BUILD NEW 161KV GULF POWER MONOPOLE LINE AND MAINTAIN A MINIMUM OF 20 FEET PHASE SEPARATION TO THE FUTURE CITY OF TALLAHASSEE CIRCUIT.
 3. LOCATION OF THE GAS PIPELINE VARIES THROUGHOUT THE CORRIDOR RELATIVE TO EXISTING CLOSEST BOUNDARY OF EXISTING CITY OF TALLAHASSEE CORRIDOR.

LOOKING NORTHWEST

D	08/01/19	FOR REVIEW	GCC	JRC	MKL
REV	DATE	DESCRIPTION	BY	CHKD	APP

GULF POWER COMPANY		NORTH FLORIDA RESILIENCY CONNECTION	
SCALE: N.T.S. DRAWN BY: GCC ENGINEER: MKL COUNTY: LRON SHEET 4 OF 5	DATE: 08/01/19 CHECKED BY: JRC SECTION: NA FILE NAME: COT EXHIBIT		

**EXHIBIT B - APPENDIX 3 - DESIGN CRITERIA
 NORTH FLORIDA RESILIENCY CONNECTION
 PROPOSED 161kV TRANSMISSION LINE
 TYPICAL CROSS SECTION - CRAWFORDVILLE ROAD TO WOODVILLE HIGHWAY**



- NOTES:**
- EXISTING CITY OF TALLAHASSEE 230KV MONOPOLE LINE TO BE REBUILT.
 - BUILD NEW 161KV GULF POWER MONOPOLE LINE AND MAINTAIN A MINIMUM OF 20 FEET PHASE TO POLE SEPARATION TO THE FUTURE CITY OF TALLAHASSEE.
 - LOCATION OF THE GAS PIPELINE VARIES THROUGHOUT THE CORRIDOR RELATIVE TO EXISTING CLOSEST BOUNDARY OF EXISTING CITY OF TALLAHASSEE CORRIDOR AND IS ASSUMED AT ±15 FEET.

0	08/01/19	FOR REVIEW	GCC	JRC	MLL
REV	DATE	DESCRIPTION	BY	CHKD	APP

GULF POWER COMPANY		NORTH FLORIDA RESILIENCY CONNECTION	
SCALE: N T S	DATE: 08/01/19		
DRAWN BY: GCC	CHECKED BY: JRC		
ENGINEER: MML	SECTION: NA		
COUNTY: LEON	FILE NAME: COT EXHIBIT		
SHEET 3 OF 3			

**APPENDIX 4 TO EXHIBIT B
GULF CO-LOCATION AGREEMENT
CITY DESIGN STANDARDS**

This Appendix contains the City's design standards to be utilized by Company in the design of the City Facilities to be removed, relocated and rebuilt. In the event of a conflict among the design standards below, the National Electrical Safety Code shall prevail (to the extent applicable).

1. Design Codes and Standards:
 - a. National Electrical Safety Code (NESC-C2-2017)
 - b. American National Standards Institute (ANSI)
 - c. National Electrical Manufacturers Association (NEMA)
 - d. American Society for Testing and Material (ASTM)
 - e. American Institute of Steel Construction (AISC)
 - f. American Society of Civil Engineers (ASCE)
 - g. Institute of Electrical and Electronics Engineers (IEEE)
 - h. American Concrete Institute (ACI)

Appendix 4 to Exhibit B – Final – September 6, 2019

2. Weather Cases

Description	Air Density Factor (psf/mph ²)	Wind Velocity (MPH)	Wind Pressure (psf)	Wire Ice Thickness (in)	Wire Ice Density (lbs/ft ³)	Wire Ice Load (lbs/ft)	Wire Temp. (deg F)	Ambient Temp. (deg F)	Weather Load Factor	NESC Constant (lbs/ft)	Wire Wind Height Adjust Model	Wire Gust Response Factor
NESC Light District Loading (250B)	0.00256	59.2927	9	0	57	0	30	30	1	0.05	None	1
NESC Extreme Wind (250C)	0.00256	130	43.264	0	0	0	60	60	1	0	NESC 2017	NESC 2017
NESC Concurrent Ice and Wind (250D)	0.00256	30	2.304	0	57	0	15	15	1	0	None	1
Deflection	0.00256		0	0	0	0	60	60	1	0	None	1
Stringing	0.00256	27.9508	2	0	0	0	32	32	1	0	None	1
Cold Uplift	0.00256		0	0	0	0	0		1	0	None	1
Maximum Operating	0.00256		0	0	0	0	221	221	1	0	None	1
NESC Tension Limit (261H1c)	0.00256		0	0	0	0	30	30	1	0	None	1
NESC Blowout 6PSF	0.00256	48.4123	6	0	0	0	60	60	1	0	None	1
No Wind (SWING 1)	0.00256		0	0	0	0	60	60	1	0	None	1

Appendix 4 to Exhibit B – Final – September 6, 2019

Moderate Wind (SWING 2)	0.00256	48.4123	6	0	0	0	32	32	1	0	None	1
Moderate Wind (SWING 3)	0.00256	48.4123	6	0	0	0	60	60	1	0	None	1
High Wind (SWING 4)	0.00256	92.7025	22	0	0	0	60	60	1	0	None	1

3. NESC clearances and constraints plus add 2' to code clearances.
4. Structures shall be properly grounded so that they have a footing resistance of 10ohms or less.
5. Shield angle of 30° or less, rolling sphere method inside substations.
6. OPGW – shall be ALF CentraCore Optical Ground Wire – Specification DNO-12065 (Attached hereto as Attachment 1)
7. Tangent construction should be via braced polymer line post insulators with corona rings and suspension clamps with armor rods.
8. Insulators should be polymer with 60 shed, 91” dry arc, 229” leakage distance, 855 kv dry flash, 790 kv wet flash, 1440 kv pos flash, 1465 kv neg flash. No glass or porcelain insulators.
9. No davit arms.
10. Loading per design with NERC stated factors
11. Dead-end construction should include corona rings.
12. Distribution under-build or rebuild shall conform to City distribution standards attached hereto as Attachment 2 and materials shall be specified City standard warehouse stock items specifications. Only manufacturers that are approved for a City stock item may be used. Manufacturers for distribution materials shall be mutually agreed upon by the Parties. Lightning arrestors shall be installed at each dead-end and every quarter mile.

THIS INSTRUMENT PREPARED BY:
Agent's Name and Title
City of Tallahassee/City Hall
Real Estate Management Department, Box A-15
300 S. Adams Street, 3rd Floor
Tallahassee, Florida 32301
Parcel ID:

Leave blank for official recording.

ELECTRIC UTILITY EASEMENT
(Transmission Lines)

THIS EASEMENT, made this ____ day of _____, 2019, by and between **CITY OF TALLAHASSEE**, a Florida Municipal corporation, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301-1731, hereinafter called "**GRANTOR(S)**", and Gulf Power Company, whose mailing address is One Energy Place, Pensacola, Florida 32520 and its successors and assigns, hereinafter called "**GRANTEE**".

W I T N E S S E T H

That the **GRANTOR**, for and in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration paid by the **GRANTEE**, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to the **GRANTEE**, in perpetuity, an easement for above ground electric utility transmission purposes, in, over, across, under and through the following described parcel, piece, or strip of land, situate, lying, and being in the County of Leon, State of Florida, hereinafter "Easement Property" to wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF**

including the right of the **GRANTEE**, its employees, agents, invitees, contractors and sub-contractors, at **GRANTEE'S** sole cost and expense, to construct, operate, inspect, maintain, alter, improve, enlarge, or increase voltage to the facilities, remove and replace in said Easement Property an electric utility transmission line and associated equipment described in and permitted by, the Co-Location Agreement, as identified herein, including but not limited to, wires, poles, cables, conduits, anchors, guys, transformers and the equipment associated therewith, attachments and appurtenant equipment for communication purposes of the **GRANTEE** hereinafter "Electric Utility Equipment".

It is understood and agreed by and between the **GRANTOR** and the **GRANTEE** that the Electric Utility Equipment of the **GRANTEE**, installed or located, or to be installed or located in, over, across, under and through the Easement Property, as permitted by the Co-Location Agreement, shall at all times be and remain the absolute property of the **GRANTEE** and subject to its complete dominion and control.

The right is hereby granted to the **GRANTEE**, its employees, agents, invitees, contractors and sub-contractors, to enter upon the Easement Property from and across any adjoining lands of the **GRANTOR** for the purpose of constructing, operating, inspecting, maintaining, altering, improving, increasing voltage, removing and replacing said Electric Utility Equipment therefrom. The **GRANTOR** reserves unto itself and its successors and assigns, the full right of ingress and egress over and across the Easement Property and across lands which the easement is herein conveyed. The **GRANTEE**, its agents and employees, will restore the Easement Property and the adjoining property of the **GRANTOR** used by the **GRANTEE** for access to the Easement Property caused solely and directly by Grantee or its agents and contractors, to its existing condition as reasonably practicable as of the date prior to the work within the Easement Property.

This Electric Utility Easement is granted pursuant to a certain Co-Location Agreement between the Parties, dated _____, 2019 (“Co-Location Agreement”), Other than the **GRANTOR**’s transmission (current and future second circuit as described in the Co-Location Agreement), distribution, and communications facilities, the **GRANTOR** shall not construct any permanent improvements on the Easement Property, or make any final grade changes in excess of six inches (6”) within the Easement Property without obtaining the prior written consent of Grantee that shall not be unreasonably withheld, denied or conditioned. Any future **GRANTOR**’s facilities, including the future second transmission circuit, and all facilities constructed by the **GRANTEE** shall be designed and constructed consistent with the terms and conditions of the Co-Location Agreement, and in accordance with the then-current applicable codes and standards.

The **GRANTEE** shall have the right to trim or remove all trees, bushes, shrubbery and other obstructions, by way of example, but not limited to, rocks, barriers to entry and debris piles, so that the same shall not interfere with, endanger, or obstruct access to its facilities, including but not limited to the right to trim any trees, bushes or other shrubbery that overhang an imaginary line perpendicular to the outer edge of the Easement Property.

The terms, conditions, restrictions and purposes imposed by this easement shall be binding not only upon the **GRANTOR**, but also on its agents, personal representatives, assigns and all other successors to its interest and shall continue as a servitude running in perpetuity with the Easement Property.

The **GRANTOR** does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons claiming through or under the **GRANTOR**.

IN WITNESS WHEREOF, the **GRANTOR** hereunto sets its hand and seal the day and year first above written.

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGE

**Signed, sealed and delivered
in the presence of:**

GRANTOR

1st Witness Signature

BY: _____
City of Tallahassee
As Its: _____

Print 1st Witness Name

2nd Witness Signature

Print 2nd Witness Name

STATE OF _____
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2019, by _____, who is personally known to me, or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC

Print Notary Name
My Commission Expires:

