



Item No. 2d

AGENDA ITEM REQUEST FORM

Town Manager's Office

Connie Hoffmann 

Department Submitting Request

Town Manager

BUDGET WORKSHOP – JUNE 21, 2011

FY2011 DESIGNATED HIGH PRIORITY ITEM
TOPIC: CAPITAL IMPROVEMENT BUDGET

SUBJECT TITLE: Undergrounding of Utilities on El Mar Drive

EXPLANATION: The Commission asked that we develop cost estimates to bury the power, cable TV and telephone utilities on El Mar Drive underground. We have done so and a detailed report is attached.

The report investigates order of magnitude cost estimates for following three options.

- Option 1: Underground utilities on the entire length of El Mar Drive plus those portions of the east-west alleys just north and south of Commercial Boulevard to the first pole in each alley.
Estimated cost: \$1.7 to \$2.05 million cost to the Town, plus about \$125,000 in cost to property owners.
- Option 2: Underground utilities on El Mar Drive between the Minto and Oriana properties plus the alleys north and south of Commercial Boulevard from SR A1A to their easterly terminus at the beach. This option was determined not to be feasible at any reasonable expense due to the lack of room for transformers in the alleyway.
- Option 3: Underground utilities on El Mar Drive between the Minto and Oriana properties plus those portions of the east-west alleys just north and south of Commercial Boulevard to the first pole in each alley. (The thought being that the undergrounding might be done in the downtown core only.)
Estimated cost: \$360,000 to \$422,000 cost to the Town plus about \$25,000 in cost to property owners.

Cost aside, we also looked at the practical considerations and logistical issues of converting from overhead to underground utilities on a street where there is little land available to place the transformers. While it is expensive to convert with final cost often over \$300 per linear foot, it is the logistical issues of where to locate the transformers and switch cabinets on ground given that FP&L refuses to allow transformers to be placed in the medians. The easement agreement that FP&L would require property owners to sign has features that we many property owners will not be willing to consent to, even if they have the 20 by 20 foot piece of their property needed to place a transformer or switch cabinet.

It is my recommendation that the Town abandon the idea of taking on responsibility for burying the utilities on El Mar Drive, due to both cost and logistical issues. The logistical issues of trying to implement this project would be complex, time-consuming, and perhaps impossible to overcome. The \$2 million required to bury the utilities could be used for projects that would have much greater positive impact for the Town and our residents. For that reason, I asked RMA not to include the cost of undergrounding utilities on EL Mar Drive in the financial plan they have created to fund the Master Plan.

EXPECTED OUTCOME: Commission decision on the issue of whether the Town will take responsibility for burying the utility service lines on EL Mar Drive.



EXHIBITS: June 10, 2011 Undergrounding Report from Consultant Helen Gray with attachments.

Reviewed by Town Attorney

Yes No

Town Manager Initials CA

File: El Mar Undergrounding 6-21 Bgt Wkshop

MEMORANDUM

Date: June 10, 2011

To: Connie Hoffmann, Town Manager
Bud Bentley, Assistant Town Manager

From: Helen Gray

RE: Undergrounding Overhead Utilities
El Mar Drive From Pine Avenue to Palm Avenue

This report provides background, information and order of magnitude costs for converting existing aerial facilities for Florida Power and Light (FPL), AT&T and Comcast in the El Mar Drive corridor from Pine Avenue to Palm Avenue.

This overall roadway segment is approximately 4,700 linear feet and; with the exception of the Commercial Boulevard intersection, is a divided roadway with 18 to 20 foot wide landscaped medians. The properties on the west side of El Mar Drive are served from infrastructure contained in rear yard easements except for two ATT/Comcast service lines for Ocean Reverie and Lauderdale By The Sea Resort and Beach Club. The properties on the east side are served from infrastructure on El Mar Drive. Portions of the overhead utilities have already been converted to underground on this section of roadway, specifically adjacent to the Minto and Oriana properties. Note the most northerly 200 feet terminating at Pine Avenue includes an aerial strain wire only (versus guy wires) for structural stability; if the north portion of El Mar Drive infrastructure is placed underground, the strain wire likely serves no other purpose and would be removed. Two alternatives to convert facilities within the core downtown area only were also considered.

The alternatives considered are:

- Option 1: The entire El Mar Drive corridor plus those portions of the east-west alleys just north and south of Commercial Boulevard to the first pole in each alley;
- Option 2: El Mar Drive between the Minto and Oriana properties plus the alleys north and south of Commercial Boulevard from SR A1A to their easterly terminus at the beach; and
- Option 3: El Mar Drive between the Minto and Oriana properties plus those portions of the east-west alleys just north and south of Commercial Boulevard to the first pole in each alley.

Florida Power and Light:

FPL provided a ballpark cost estimate for undergrounding their aerial assets for the entire corridor of \$719,000. In general, FPL calculates ballpark estimates based upon \$200 per linear foot (or approximately \$1M per mile) and this estimate appears to have taken into account those portions that have already been converted. FPL's work includes installing wire, switch gear and transformers, providing distribution line conduit for installation by the Town's contractor and removal of the poles once all facilities have been placed underground, service connections by the individual properties completed and ATT/Comcast wires removed.

Exhibit 1

Memorandum
Undergrounding Utilities on El Mar
June 10, 2011

What is notable about FPL's ballpark estimate are those items that are specifically excluded from it such as:

- trenching and backfilling for the installation of conduits;
- handholes, manholes and splice boxes;
- concrete pads required for switch gear and transformer cabinets;
- surface restoration (asphalt, sidewalks, pavers, sod/landscaping);
- conversion of individual/private property services between the right of way and point of service in or on any affected structure, and;
- acquisition of any and all easements that may be required.

While FPL will allow placement of underground distribution lines within public right of way, they require that any above ground equipment such as switch gear and transformers be placed in an easement just outside and adjacent to the right of way line. Despite my persistence requesting that above ground facilities be placed in the existing medians, FPL representatives were adamant in their requirement that these facilities be located outside the right of way. Do note that any existing pole that has a transformer attached to it generally results in the requirement for a pad mounted transformer adjacent to the right of way. Any and all easements needed must be acquired by the Town at its expense on FPL's behalf. FPL's ballpark estimate and standard easement form are attached (**Exhibit 1**).

The cost of the items excluded by FPL for the conversion estimate will vary greatly upon the actual location of the relocated facilities and associated surface restoration. While there is an existing FPL duct bank in El Mar Drive, this facility does not have any available capacity for use for this potential project. The cost for service connections to the underground line(s) are borne by the individual properties (labor and materials). In addition to the Minto and Oriana properties, several properties in this corridor have already converted a portion of their service lines underground (examples are Captain's Quarters and Costa Del Sol, among others).

AT&T and Comcast:

Both AT&T and Comcast will pull their wire/cable through conduit installed by a contractor hired by the Town. AT&T provides the conduit material, however Comcast does not. While AT&T has estimated the cost of their work to be on the order of \$200K to \$300K, and Comcast verbally stated converting their facilities would be on the order of \$200K, both are based upon similar project experience noting there will be many variables that can influence the final cost of the project. Factors contributing to project cost includes but is not limited to, crossings/conflicts with other existing underground facilities, whether all or portions of the facilities are directional drilled or open cut (and the associated depth of the trench and surface restoration), the size and number of conduits needed, the number of fittings required, and the number and location of vaults, boxes and other supporting infrastructure. Provided minimum separation requirements are met, FPL, ATT and Comcast distribution lines can occupy the same trench. However, while FPL does allow other utilities to occupy their easement(s) outside of right of way, provided separation requirements are met, Comcast requires their own exclusive easement. There are four additional east-west crossings of overhead utilities in addition to the two service connections noted above. Attached is correspondence from ATT (**Exhibit 2**) and Comcast (**Exhibit 3**).

Exhibit 1

Memorandum
Undergrounding Utilities on El Mar
June 10, 2011

Service Line Conversions:

All properties in this corridor, except for the Minto and Oriana properties would have some expense related to the conversion of their service lines from aerial to underground. Building Permits will be required. For those properties that have placed service lines underground, remaining work would include the physical connection of the utilities at the right of way line. There are 25 distinct developments or properties on the El Mar Drive corridor that would need to be converted but some may have multiple service point connections because they have multiple detached structures. In addition, if the core downtown area with the alleys from SR A1A to the easterly terminus at the beach is included in the project, there are an additional 13 properties or structures that would need to be converted. The cost to each property to perform or complete an underground conversion will range from a fairly nominal amount to \$10,000 or more for all three utilities.

Street Lighting:

Assuming converting existing aerial facilities is largely for aesthetic purposes, and to a lesser degree for service reliability, consideration should be given to replacing the existing cobra head fixtures on wood poles with decorative street lights. The cost of the lights can vary dramatically based upon the style, spacing, and additional features such as banner arms or outlets that could be used for holiday lights. In general, greater spacing intervals require taller poles and the lighting levels tend to be less consistent. Conversely, lower poles may be installed but at a smaller spacing and light levels tend to be more even. While there are 23 existing cobra head lights on wooden poles at variable spacing on El Mar Drive, the number of new poles and lights will depend upon the pole height and lighting level. A midrange cost that should be expected is approximately \$70 per linear foot complete in place.

Basis of Estimates:

FPL provided a written "ballpark" estimate. Obtaining a binding FPL estimate (cost to the Town will not be more than 10% above the binding estimate) requires a deposit to FPL in the amount of \$5,729.00. I have estimated the cost of trenching and backfill, installation of conduit, handholes, manholes and other incidental facilities based upon hard bids for a similar project currently under construction for the City of Deerfield Beach (Hillsboro Boulevard) plus 20% contingency given both the date of the bid (2008) and the relative size of the project (\$5+ M). Asphalt was estimated at approximately \$125/ton (current pricing plus contingency). Do note that since both asphalt and conduit are petroleum based products, their costs are directly related to the cost of oil. The service line conversion cost is similarly based upon the above referenced City of Deerfield Beach project using an average of \$5,000 per property for all three utilities.

Cost estimates are only as accurate as the design upon which they are based. Given that project specific design has not yet commenced by any of the utilities. There are no area specific designs on which to base the costs and the above is subject to possible significant revision.

Option 1: Entire El Mar Corridor Order of Magnitude Costs (Town):

FPL Ballpark Cost	\$719,000
ATT Verbal Order of Magnitude Cost	\$300,000
Comcast Verbal Order of Magnitude Cost	\$200,000
Conduit Installation, Restoration etc.	\$200,000 to \$500,000
Decorative Street Lights	\$329,000
TOTAL:	\$1,748,000 to \$2,048,000
Service Conversions (Private Cost):	\$125,000

Exhibit 1

Memorandum
Undergrounding Utilities on El Mar
June 10, 2011

Option 2: Order of Magnitude Town Costs:

As an alternative to converting overhead utilities to underground for the entire corridor, limiting the project to just the core down area between the Minto and Oriana properties along with the entire alleys just north and south of Commercial Boulevard from SR A1A to their easterly terminus at the beach was considered.

Field reconnaissance revealed there is limited space available for easements needed in the alleys for surface mounted equipment. Since the alleys appear to be primarily for delivery access and cut-through traffic versus pedestrians, this option is not considered viable. However, since the properties in this immediate area were developed over time, and service connections added as demand increased, it may be possible to reduce visual clutter by aggregating certain overhead facilities. In addition, replacing the existing poles at or near the alleys with poles having a greater structural capacity may allow for the removal of the existing concrete pole in the center median of Commercial Boulevard on the east side of El Mar Drive. The feasibility and associated cost for this effort has not yet been quantified. A photograph of this median pole is attached (**Exhibit 4**).

Option 3: Order of Magnitude Costs for the core downtown area only without alleys:

Another option is to convert overhead utilities to underground between the Minto and Oriana properties, and on the alleys to the poles closest to El Mar only. The estimated cost of this option is simply a ratio or percentage of the costs for the overall corridor based upon approximate linear footage.

Town Cost: \$360,000 to \$422,000

Service Conversions (Private Cost): \$25,000

Costs/Deposits Required to Formally Advance the Project:

In order to formally advance this project with the respective utilities, certain costs and non-refundable deposits need to be provided by the Town. While there is an existing survey prepared for the Town of the corridor, additional information (specifically the depth, diameter, and materials of underground storm drains and sanitary sewer along with the location of potable water lines) must be provided to facilitate design by FPL, ATT and Comcast. The deposits for FPL, ATT and Comcast are credited to the final project understanding that if the project is not completed, the deposits will not be refunded.

Design Survey Update (Accurate Land Surveyors):	\$ 7,500
FPL Deposit	\$ 5,729
ATT Deposit	\$30,000
Comcast Deposit	\$ 2,500
TOTAL:	\$45,729

Exhibit 1

Memorandum
Undergrounding Utilities on El Mar
June 10, 2011

Recommendation:

The above listed design costs are the specific costs by each utility or the survey consultant are based upon the conversion of the entire El Mar Drive corridor. Selection of the desired option by Town Commission is needed. If another option is selected, FPL, ATT, Comcast and Accurate Land Surveyors will be asked to review their estimates and update their deposit and cost requirements accordingly.

Regardless of the option selected, the most challenging obstacle to overcome with respect to any undergrounding project is obtaining easements for surface mounted equipment. A standard FPL easement is 24 feet by 24 feet; however they may consider a smaller easement depending upon the equipment to be installed. Given the requirements for easements, the restrictive easement language, the size of surface mounted equipment along with Comcast's requirement for an exclusive easement, advancing design by both is recommended. There exists a strong possibility that some of the existing back-out parking for many of the residential developments and uses on El Mar Drive will be will modified, restricted, or even lost due to easement and equipment requirements. In addition, there are limited opportunities for suitably located and sized easements in the core downtown area. In the event a private property owner is unwilling or unable to grant an easement, or if loss of parking results in rendering a property non-conforming, the largest line item for upfront costs, the ATT non-refundable deposit, does not need to be tendered initially. Once FPL/Comcast easement issues are identified and satisfactorily resolved, the ATT deposit would be tendered to facilitate their final design thereby enabling the Town to proceed with its construction obligations needed to complete the project.

ATTACHMENTS:

- Exhibit 1:** FPL Ballpark Cost Letter and Standard Easement Form
- Exhibit 2:** AT&T Response
- Exhibit 3:** Comcast Response and Standard Easement Form
- Exhibit 4:** Photograph of Commercial Boulevard/El Mar Drive Pole



EXHIBIT 1

March 1, 2011

Mr. Jeff Bowman
Development Services Director
Town of Lauderdale By-The-Sea
4501 Ocean Dr.
Lauderdale By-The-Sea, FL 33308

**Re: Town of Lauderdale-by-the-Sea
Electric Facilities Conversion – Ballpark Estimate
EI Mar Dr. - Pine Ave. to Palm Ave.
WR # 4098453**

Dear Mr. Bowman:

FPL welcomes the opportunity to assist you in examining the feasibility of converting from overhead electric distribution facilities to an underground system at the following location:

EI Mar Dr. from Pine Ave. to Palm Ave in Lauderdale By The Sea, Florida.

As per your request, the non-binding "ballpark" estimate to complete this conversion is \$719,000. This estimate is provided strictly to assist you in preliminary decision making and it does not include the conversion of any existing streetlight system. It is not an offer from FPL to perform the requested conversion and should not be construed or used as such for detailed planning purposes. This represents an "order of magnitude" figure based on previous FPL experience and reflects the CIAC payment that the Town would ultimately need to make to FPL if the conversion were performed at this point in time. It is our experience that conversions in developed areas are the most complex and challenging types of construction. As such, this estimate likely will not precisely represent the Town's ultimate actual cost to convert, but can assist the Town in preliminary decision-making.

FPL estimates include only estimated charges to be paid by the Town to FPL. The costs of the following items are not included with the estimate and are the responsibility of the Town / residents. These potential costs should be included in future planning of the project:

- Site restoration (sod, landscaping, pavement, sidewalks, etc)
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought to current codes.
- Trenching/backfilling for service laterals.
- Removal and undergrounding of other utilities (e.g. telecom, CATV, etc.)
- Acquiring, describing, securing and recording of easements for underground facilities. In underground systems, major components formerly attached to poles must now occupy "at grade" appurtenances, e.g., ground level pad mounted transformers and switch cabinets. Facilities of an underground distribution system will not be placed in road right-of-way, with the exception of cables required for crossings. (See special note below)

Note: Obtaining easements is typically the most difficult aspect of the conversion process; the time required to secure the easements may even exceed the 180 day binding estimate timeframe. FPL strongly suggests that all easements required for the conversion be described and secured prior to requesting the detailed cost estimate.

In 2007, the Public Service Commission approved FPL's 25% Governmental Adjustment Factor (G.A.F.) waiver for local government sponsored projects. In order to be eligible for the G.A.F. waiver a project must meet a series of criteria (see Attachment). Based on the preliminary information you provided for the proposed conversion area, this request would not qualify for the G.A.F. waiver.

After reviewing the "ballpark" estimate, if you decide to move forward with the conversion project, you may request a detailed and "binding" estimate. Due to the complexity and time required to estimate such a conversion, a non-refundable engineering deposit is required prior to beginning the estimating process, as set forth in the Florida Administrative Code 25-6.115. For this conversion project the amount of the required engineering deposit is \$5,729.00. If you decide to proceed with the work contained in the estimate, the amount of this deposit would be applied toward the estimated amount owed to FPL for the conversion. The work must commence within 180 days of the date the binding estimate is provided.

The request for the binding estimate must be in writing, and must describe in detail the facilities to be converted. Binding estimates are valid for 180 days, and would be subject to change in the event of a work scope change. Should actual FPL costs exceed the binding estimate amount, the customer may be responsible for those additional costs up to a maximum of 10% of the binding estimate amount. Payment of customer costs, easements (with opinion of title and recorded), agreements from other utilities/pole licensees, and execution of a Conversion Agreement would be required before commencement of construction.

If you have any questions or wish to consider a binding cost estimate, please call me at 954-321-2037.

Sincerely,

Jocelyn Wright
Governmental Account Manager
Florida Power & Light

Attachments

cc: Mr. Bret Beck - FPL
Mr. Erik Dillenkofer - FPL
Ms. Kathy Clawges - FPL
Mr. John Lehr - FPL

Work Request No. _____

Sec. __, Twp __ S, Rge __ E

Parcel I.D. _____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: John Lehr
Co. Name: Florida Power & Light Company
Address: 700 Universe Blvd.,
Juno Beach, FL 33408
pg ____ of ____.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement _____ feet in width described as follows:

Reserved for Circuit Court

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

(Corporate's name)

By: _____
(President's signature)

Print Name: _____

Print Address: _____

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

(Corporate Seal)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____ respectively the _____ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

Sec. ____, Twp. ____, S, Rge. ____, E	EASEMENT
	(INDIVIDUAL)
Parcel I.D. # _____	This Instrument Prepared By Name: _____ Co. Name: _____
	Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), an easement forever for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement _____ feet in width described as follows:

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____,
20__.

(Signatures and acknowledgment continued on next page)

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____

(Witness Signature)

Print Name: _____

By: _____
(Grantor's Signature)

Print Name: _____

Print Address: _____

By: _____
(Grantor's Signature)

Print Name: _____

STATE OF _____, AND COUNTY OF _____. The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, who is (are) personally known to me or has (have) produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name: _____



06/02/2011

Helen Gray
Town of Lauderdale By The Sea
4501 N Ocean Dr
Lauderdale by the Sea, Florida 33308

RE: Relocate AT&T Facilities from Aerial to Buried along EL Mar Drive between Pine Ave & Imperial Ln

Helen Gray:

AT&T has received a request from you (or your company) to perform the following work:

Relocate AT&T Facilities from Aerial to Buried along EL Mar Drive between Pine Ave & Imperial Ln in Fort Lauderdale.

Special construction charges apply to your request. A quotation preparation charge of \$30,000.00 must be paid in advance to AT&T FLORIDA to offset the expenditures incurred for providing the detailed special construction quotation. After this payment is received, we will proceed with developing the detailed quotation charge for the special construction associated with your request. After the quotation preparation payment has been received and the detailed special construction charge has been developed, a contract with this information will be provided to you for your approval. Once the agreement to pay the special construction charge is confirmed by returning the original signed contract, AT&T will schedule the work to meet your request. You will be credited the quotation preparation payment against the detailed special construction charge. **This quotation preparation payment must be received in the Manager Bill Center at the address shown below before AT&T FLORIDA will proceed with any work.**

If I can be of further assistance, please do not hesitate to contact me at (954)476-2940

Sincerely,

Outside Plant Engineer Contact Information

Printed Name MARTIN BARRETT
Title Mgr OPS Planning & Design SE/CA
Company ATT FLORIDA

Project # 7793184
Service Order

Return this letter and payment to the address below. This letter must accompany the payment in order for the Engineer shown above to be notified to begin development of the detailed costs for your work request.

AT&T CWO Coordinator
3535 Colonnade Parkway
Room North W3D
Attention: Sandy Tribble



Birmingham, AL 35243

Contact Number: (205) 977-7181



Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Friday, June 03, 2011

Helen Gray

XXXXXXXXXXXXXXXXXXXX

The Town of Lauderdale By The Sea

XXXXXXXX XXXXX

XXXXXXXXXXXX, XX XXXXX

RE: Cost Estimate Preparation Charge
El Mar Drive Forced Relocation / Aerial to U/G Conversion
Between Hilton Road to Sawgrass Expressway
Coconut Creek, FL Comcast muid_4692_B

Dear Ms. Gray

As mentioned in our meeting on Thursday May 26th 2011, Comcast will require a Cost Estimate Preparation Charge (**CEPC**), prior to the development of the actual cost estimate.

The **CEPC** for this subject relocation will be **\$2,500.00**.

Please remit a check or provide a P.O. Number for this subject **CEPC** to:

Comcast Cable
Att: Leonard Maxwell-Newbold
2601 SW 145th Ave
Miramar, FL 33027

Please ref. **muid_4692_B** to the check or P.O.

Note: to ensure Comcast is clear and understands the requirement and scope of your project, the following action items must be addressed.

- Easement Acquisition
- Language of Easement / Inclusion of Comcast in the Easement
- Location and size of the Easement
- Placement of Utilities in the Easement
- City's Contractor Selection, if needed.
- Comcast Construction Spec's for city's contractor, if required
- Placement of FP&L Facilities, necessary to power newly installed Comcast U/G
- Project Timelines

- Comcast Design Scheduled
- Comcast Construction Schedule
- Joint Trench Proposals between Comcast and AT&T
- Permitting

Should you have any further question, please feel free to call me at 1-954-447-8405 fax 1-954-534-7083 or e-mail at Leonard_Maxwell-Newbold@cable.comcast.com

Sincerely,

**Leonard Maxwell-
Newbold**

Digitally signed by Leonard Maxwell-Newbold
DN: cn=Leonard Maxwell-Newbold,
o=Comcast ABB Management Corp.,
ou=Comcast Regional Design Center,
email=leonard_maxwell-
newbold@cable.comcast.com, c=US
Date: 2011.06.03 15:39:57 -04'00'

**Leonard Maxwell-Newbold
Regional Permit Administrator
Comcast / Southern Division (RDC)
6/3/2011 3:39:34 PM**

**cc: El Mar Drive Forced Relocation
Town of Lauderdale By The Sea Draw
File**

Muid_4692_B~ 6/3/2011 3:39:34 PM

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 20__ (the "Effective Date") by and between _____, a _____ corporation, with offices at _____ ("Grantor"), and [INSERT NAME OF LEGAL ENTITY, a _____ corporation, with offices at _____ ("Grantee").

Recitals

- A. Grantor is the fee owner of certain real property located in the City of _____, County of _____, State of _____, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee has installed or plans to install underground and/or above-ground communications, broadband, cable television system or other similar facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, towers and poles (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access.
2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.
3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.

4. Certain additional equipment owned by Grantee ("Grantee's Equipment") is located on the Property. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove Grantee's Equipment. Grantee shall provide reasonable prior notice to Grantor prior to entry into the Building or the equipment room, except in the event of an emergency, when Grantee shall notify Grantor as soon as practical following such entry. The right of entry into the Building shall be for the sole purpose set forth in this Section 4, and for no other purpose without the prior written consent of Grantor

5. Easement Fee. [SELECT PAYMENT OPTION] [As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of _____ (the "Easement Fee") which shall be due and payable within thirty (30) days of full execution of this Agreement.] OR [As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor an easement fee of \$_____ per calendar year (the "Easement Fee"). The Easement Fee shall be paid to Grantor at Grantor's address set forth in the first paragraph herein on or before the 1st day of January of each year until such time, if any, that the Grantee exercises its right to abandon the Easement Area pursuant to the provisions of this Agreement. If this Agreement commences on any day other than the first day of a calendar year, or this Agreement is terminated on a day other than the last day of a calendar year, then the Easement Fee will be appropriately prorated.] In the event Grantee fails to pay the Easement Fee when due, this Agreement shall not be void or voidable, but rather, Grantor shall provide Grantee with written notice of such failure to pay the Easement Fee and Grantee shall have 90 days from Grantee's receipt of such notice to cure such breach of this Agreement. Should Grantee fail to cure any such breach within 90 days of Grantee's receipt of written notice thereof, Grantor shall be entitled to commence collection proceedings against Grantee, or (ii) terminate this Agreement.

6. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. Repair of Damage. Grantee shall promptly repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.

8. Indemnity. Grantor shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantee's use and enjoyment of the Easement Area. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee's (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein; (ii) negligent or willful act or omission; or (iii) failure to comply with the terms of this Agreement.

9. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.

10. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to [INSERT NAME OF GRANTOR]:

 Attn.: _____

If to the Grantee:

 Attn.: _____

With a copy to:

Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attn: General Counsel

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

11. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement, shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS

[INSERT NAME OF LEGAL ENTITY]

By: _____

Name:

Title:

WITNESS

[GRANTOR]

By: _____

Name:

Title:

ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally
Name and Title of Officer (e.g. "Jane Doe, Notary Public")
appeared _____.

Name(s) of Signer(s)

- _____ personally known to me
- _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT 4

