

Project Work Request No. 14596164 /14620253

Sec. 17, Twp 46, Rge 43

Parcel ID: 12-43-46-17-00-000-3160
(Maintained by County Appraiser)

TEMPORARY FACILITIES AND RIGHT OF ENTRY AGREEMENT

THIS TEMPORARY FACILITIES AND RIGHT OF ENTRY AGREEMENT (“**Agreement**”) is made effective as of the ____ day of _____, 20 ____ (“**Effective Date**”) by and between City of Delray Beach, a Municipal Corporation (“**Applicant**”), whose mailing address is 100 NW 1st Ave, Delray Beach, FL 33444, and Florida Power & Light Company, a Florida corporation (“**Company**”), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408.

WITNESSETH

WHEREAS, in connection with the property located at 1101 NW 2nd Street, in Delray Beach, Florida (the “**Premises**”), Applicant has requested that Company install electric infrastructure in order to provide temporary electric service to the Premises; and

WHEREAS, Company and its employees, agents, servants, contractors and subcontractors desire permission to enter upon the Premises for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits, and appurtenant equipment), hereinafter referred to as the “**Temporary Facilities**”, 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 Temporary Facilities or any of them within the “**Facilities Easement Area**” as highlighted in red and as depicted Exhibit “A” attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Applicant and Company hereby agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. Right of Installation of Improvements. Applicant hereby grants to Company and its employees, agents, servants, contractors and subcontractors right to install from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove any Temporary Facilities over the Facilities Easement Area for purposes of constructing, operating, maintaining, and removing the Temporary Facilities.
3. Right of Entry. Applicant hereby grants to Company and its employees, agents, servants, contractors and subcontractors the right to access any Temporary Facilities utilizing the “**Access Easement Area**”, as highlighted in green as depicted in Exhibit “A”, attached hereto and incorporated herein.
4. Term. Agreement will automatically expire upon the earlier of (i) completion of the above-mentioned project and Company removing all of the Temporary Facilities from the Premises installed hereunder, or (ii) five years after the Effective Date, whichever occurs first, without any further action on the part of either party.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. For purposes of this Agreement, a facsimile, PDF or other electronic signature shall be deemed to be an original.

IN WITNESS WHEREOF, Applicant and Company hereby have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first set forth above.

Attest:

City of Delray Beach

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

Florida Power & Light Company, a Florida corporation

By: _____
Signature (Authorized Representative)

Name: _____

Title: _____