### RELOCATION AGREEMENT

This	Relocation Ag	greement (	(this "A	greement") is i	made and	entered into on this _	_
day	of, 202	21 by and I	oetweer	n the CITY OF	FORT LA	UDERDALE, a Florid	a
municipal	corporation	("City"),	and	COMCAST	<b>CABLE</b>	COMMUNICATIONS	S
MANAGEN	IENT, LLC, a	Delaware	limited	liability comp	any ("Com	ncast"), each a "Party	"
and collectively the "Parties."							

### **RECITALS**

WHEREAS, the City has requested the relocation of certain facilities in connection with the Las Olas Relocation Project (hereinafter the "Relocation"). As part of the Relocation, the City and Comcast have agreed that the City will perform the Work required for the Relocation as based upon the terms and conditions outlined in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recital(s) and the mutual acknowledgements, covenants, and promises contained herein, the Parties agree as follows:

### Performance of Work.

- 1.01 The City, through its subcontractor, agrees to perform the necessary underground work with respect to the Relocation as set forth in **Exhibit A** (the "Work"). The City, through its subcontractor, shall perform the Work in accordance with the terms and conditions of this Relocation Agreement and any specifications provided to it by Comcast, such Specification being set forth in **Exhibit "A-1"**. To the extent Comcast, within ten (10) business days from the date City provides Comcast with a Notice of Completion of Work, as provided below identifies any deficiencies in the Work and provides written notice of such deficiencies ("Notice of Deficiencies") as provided in Paragraph 1.03 below the City, through its subcontractor, shall, at Comcast's request reperform the Work or cure the deficiencies at its sole cost and expense.
- 1.02 Phasing. Solely for the purposes of establishing an orderly process of Work notice of completion, notice of deficiencies and notice of acceptance the Project Work area is divided into seven (7) Phases in accordance with the Avenues, Isles and Drives ("Isles") (See **Exhibit "A"**) constituting the following:

Mola Avenue/Isle of Capri	Phase 1
Bontana Avenue	Phase 2
Coconut Isle	Phase 3
Lido Drive	Phase 4
San Marco Drive	Phase 5

Royal Palm Drive Isle of Palms

Phase 6 Phase 7

- 1.03 **City Notice of Completion of Work**. Upon completion of the Work, City shall provide Comcast with a written Notice of Completion of Work as to each Phase. Notwithstanding the foregoing, Comcast shall not be required to perform its obligations hereunder until all the seven (7) Phases are complete and approved by Comcast.
- 1.04 Comcast Notice of Deficiencies. Thereafter, Comcast shall have ten (10) business days from receipt of the Notice of Completion of Work to review the Work as to the subject Phase for the purposes of identifying any deficiencies from (i) The Scope of Work identified in Exhibit "A" attached hereto and (ii) Specifications as set forth in Exhibit "A-1" to provide a Notice of Deficiencies to the City as to any deficiencies within the Work for the subject Phase. In the event Comcast fails to provide the written Notice of Deficiencies as to a subject Phase within ten (10) business days from receipt of City's Notice of Completion of Work, the Work as to the subject Phase shall be deemed "accepted" as to that subject Phase.
- 1.05 Comcast Notice of Acceptance. In the event Comcast does not discover any deficiencies in the Work within the subject Phase within the time allotted in Paragraph 1.04, it shall provide City with a Notice of Acceptance as to the subject Phase, and, from that point forward any future Discrepancies discovered shall be cured at Comcast's sole cost and expense.
- 1.06 **Failure to timely provide a Notice of Acceptance**. In the event Comcast fails to timely provide City with a Notice of Acceptance in accordance with the above, the subject Phase is deemed to have been accepted by Comcast, and, from that point forward any future deficiencies discovered shall be cured at Comcast's sole cost and expense.
- 1.07 Request for Extension of Time. For good cause shown, either party may, in good faith, request an extension of time as to any of the timelines set forth in this Relocation Agreement, to be agreed upon by the other party. The parties agree to mutually, in good faith, give their respective best efforts to resolve extensions of time requests under this Relocation Agreement.
- 1.08 <u>Notice of Extension of Time While Diligently Pursuaing Cure.</u> City, upon receipt of a Notice of Deficiency, shall have ten (10) business days to cure any noted deficiencies as to a subject Phase. In the event City is diligently pursuing a cure for the noted deficiencies, but the matter is not reasonably susceptible of cure within such ten (10) business day period, the City shall serve notice to Comcast that it is diligently pursuing such cure, but such cure is not reasonably susceptible of cure within the period

proscribed, then City shall have an additional fifteen (15) business day period within which to cure such noted deficiencies.

- 1.09 **City Notice of Completion of Cure.** Upon completion of the cure under the Notice of Deficiencies as set forth above, City shall provide Comcast with a Notice of Completion of Cure. Thereafter, the process set forth above shall be repeated until Comcast provides a Notice of Acceptance under Paragraph 1.05 or fails to timely provide a Notice of Acceptance under Paragraph 1.06.
- The City represents and warrants that, in performing the Work, it shall obtain all necessary permits and comply with all codes, laws, rules and regulations related to the performance of the Work and that it and its employees and subcontractors are now, and will be at all times during the performance of this Agreement, licensed or authorized by all appropriate governmental and regulatory bodies to perform lawfully that portion of the Work required to be performed by licensed or governmental authorized personnel. Without limiting the foregoing, the City and any of its subcontractors shall comply with all applicable laws and take all safety measures that would be taken by a prudent contractor performing the type of work contemplated hereby, including without limitation, compliance in all respects with (i) all applicable utility requirements; (ii) rules, regulations and requirements of the Federal Communications Commission, Environmental Protection Agency, Department of Transportation and Federal Aviation Administration; (iii) the National Electric Code of the National Fire Protection Association; (iv) the National Electric Safety Code; (v) rules of the Occupational Safety and Health Administration; (vi) the Cable Communications Policy Act of 1984, as amended; (vii) the Telecommunications Act of 1996; (viii) requirements of any applicable utility company pole attachment or joint user agreements; (iv) requirements of all applicable franchises granted to Comcast; and (v) all Federal, state or local wage and hour laws.
- 1.11 The City warrants that its employees and subcontractors shall perform the Work using the degree of skill, care, and judgement consistent with customarily accepted good business practice and will have the training, experience and skill as reasonably necessary to perform the Work.
- 1.12 The City shall be solely responsible for its subcontractor's full and timely performance and the acts and omissions of its subcontractors shall be deemed and treated as the acts and omissions of the City itself. The City shall also be solely responsible for compensating its subcontractors. No subcontracting of the Work shall release the City from any of its obligations contained in this Agreement, and, subject to the terms and conditions set forth in Paragraph 4 Indemnification, the City shall remain fully liable for breaches of this Agreement by its subcontractor, as if the City performed such breach.

### 2. Relocation Costs.

Based upon the estimate provided by Comcast, attached hereto as Exhibit A, the total cost of the Work set forth in Section 2 is \$ 484,889.20 (Relocation Costs), which shall be paid for at 100% City expense. City agrees to pay Comcast as follows:

### 2.1 Payment.

The City shall pay the Relocation Costs prior to the start of work performed in the amount specified in Exhibit A within thirty (30) days upon receipt of invoice.

### 3. <u>Term</u>.

This Agreement shall commence on the date that FPL provides City with a Notice to Proceed under Section 3 of the Applicant-Installed Facilities Agreement (WR#6474572) ("Effective Date") (a copy of such Notice to Proceed shall be immediately furnished to Comcast upon City's receipt of same from FPL) and shall continue for one (1) year or until completion of the Work, whichever occurs last. In the event either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days of the non-breaching Party's written notice thereof, the non-breaching Party may terminate this Agreement upon written notice to the other Party and Comcast shall return the pro rata share of the unearned pre-paid \$484,859.20 to the City.

### 4. Indemnification.

For acts or omissions occurring during the course of the Work, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party, its parents, affiliates, subsidiaries and each of their officers, directors, and employees (each in such capacity, the "Indemnified Party"), from and against any third party claim or action (including all costs, expenses, losses and reasonable attorneys' fees) against the Indemnified Party based on or arising from (i) damages to any property or injury to or death of any person to the extent caused by the Indemnifying Party's negligence or willful misconduct, (ii) the breach or inaccuracy by the Indemnifying Party of any of its obligations, covenants, representations or warranties as set forth in this Agreement; and/or (iii) the Indemnifying Party's violations of applicable law; provided, however, as to the City, and indemnification of tortious acts or omission, this indemnification is given with reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968) and further subject to the conditions and limitations set forth in § 768.28 (2020). This indemnification shall expire upon the running of the applicable statute of limitations for such breach, act of omission.

### 5. Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS.

### 6. Notices.

All notices or reports required or permitted hereunder shall be delivered personally or by U.S. Mail, registered or certified mail, postage prepaid, or by a reputable overnight delivery service to the following addresses of the respective parties:

If to the City of Fort Lauderdale:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

[Attn: Chris Lagerbloom, City Manager]

[Attn: Alan Dodd, Public Works Director]

If to the Company:

Comcast Cable Communications Management, LLC 1100 Northpoint Pkwy West Palm Beach, Florida 33407 Attn:

With a copy to:

Comcast Cable Communications Management, LLC One Comcast Center 1701 John F. Kennedy Boulevard Philadelphia, PA 19103 Attn.: General Counsel

Email: Legal Notices@comcast.com

### 7. Miscellaneous Provisions

- 7.1 Entire Agreement: This Agreement (including all exhibits hereto) constitutes the entire agreement between Comcast and City and shall supersede all prior agreements, written or verbal, regarding the subject matter hereof.
- 7.2 Amendments: Amendments or modifications to this Agreement shall be mutually agreed to in writing by the Parties.
- 7.3 Severability: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term hereof.

- 7.4 Assignment: Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, COMCAST may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of COMCAST, in each case, to which the Project relates
- 7.5 Governing Law: This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida.
- 7.6 Force Majeure: No Party (a "Frustrated Party") shall be liable to another Party (a "Non-Frustrated Party") for any failure to perform or delay in performance of its obligations under this Agreement to the extent caused by acts outside the reasonable control of the Frustrated Party, including but not limited to: acts of God, flood, earthquake, other natural disasters, strikes, fire, explosion or accident, riots, insurrection, war, terrorist attack, epidemic, pandemic, a government-declared state of emergency and any resulting government orders restricting business activity generally (a "Force Majeure Event"). The preceding sentence only shall relieve the Frustrated Party from its obligations herein if the Frustrated Party shall have taken reasonable actions to anticipate and avoid the occurrence of the Force Majeure Event. Frustrated Party shall promptly notify the Non-Frustrated Party of the nature and extent of the Force Majeure Event, once known, and shall promptly implement a plan to mitigate the impact of the Force Majeure Event. The Frustrated Party's relief under this section shall remain in place only so long as the Force Majeure Event continues unmitigated; provided, that, if a delay or suspension of performance by the Frustrated Party exceeds thirty (30) days, then the Non-Frustrated Party shall have the right to terminate this Agreement by delivering written notice of termination specifying the date of termination.

/Volumes/FtL/CITY/FPL/Mola Undergrounding/Agreements/Comcast/06.03.21.A Comcast response to rbd clean.docx

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

	COMCAST
ABUT	Comcast Cable Communications Management, LLC, a foreign limited liability company
(Type or print name)	By: Patrick O'Hare V.P. Engineering, Florida Region
Kath, Parker (Type or print name)	Date:7/9/21
STATE OF <u>Plopida</u> : COUNTY OF <u>Mm BEACH</u> :	
notarization, this day of day of	owledged before me by means of   physical presence or   online  , 2021, by Patrick O'Hare, as V.P. Engineering, Florida  nications Management, LLC, a foreign limited liability company on  ions Management, LLC.
Melese Lynn Maus Notary Public signature	h
Name Typed, Printed or Stamped	-
Personally Known/	OR Produced Identification



Type of Identification Produced \_\_\_\_\_

# CITY

# CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

WITNESSES:	FLORIDA
[Witness type or print name]	By: Dean J. Trantalis, Mayor
[Witness type or print name]	By: Christopher J. Lagerbloom, ICMA-CM City Manager
ATTEST:	
Jeffery A. Modarelli, City Clerk	
	Approved as to form: Alain E. Boileau, City Attorney
	Ву:
STATE OF FLORIDA COUNTY OF BROWARD	
day of	nowledged before me by means of   physical presence or   online, this  2021, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a  behalf of the City of Fort Lauderdale.
Notary Public, State of Florida	
Name of Notary Typed, Printed or	Stamped
	OR Produced Identification
Type of Identification Produced _	

# STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged of	owledged before me this by means of $\square$ physical presence or $\square$ online, this, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City
Manager of the City of Fort Laud Lauderdale.	erdale, a municipal corporation of Florida on behalf of the City of Fort
Notary Public, State of Florida	
Name of Notary Typed, Printed or S	tamped
Personally Known	OR Produced Identification
Type of Identification Produced	

# Exhibit A Scope of Work

Project Description: Las Olas Relocate Comcast Facilities

### The City of Fort Lauderdale Responsibilities:

- The City will perform the underground trenching and installation of the conduit provided by Comcast, which is approximately 22,186 feet (4.2 miles) for the Comcast network based on the provided map in Exhibit B.
- The City will be solely responsible for the installation of the conduit provided by Comcast.
- The City will notify Comcast within ten (10) business days upon completion
  of the installation of the conduit and Comcast will have an additional ten
  (10) business days to inspect the conduit installation work.
- The City shall Install conduit for laterals to each home (313 total homes) as part of a joint trench with other utilities.

### Comcast Responsibilities:

- Comcast will provide the underground conduit to the City to be installed in the joint trench.
- Comcast shall own and maintain all the conduit, cable and equipment
- Comcast will perform and install, cable, equipment, splicing and activation after all conduit has been placed and fully inspected.

### Reimbursement Costs

The City will reimburse Comcast for the relocation of its plant at a cost of \$484,889.20, prior to the start of work, within thirty (30) days upon receipt of invoice. Once payment is received and the underground conduit is in place, Comcast will begin the project. The total costs include all labor and materials to install Comcast's underground network and laterals.

### **EXHIBIT "A-1"**

# **Comcast Standards and Specifications**

Construction Specifications// Requirements Agreement for Las Olas - City Vendor

### Underground

All Comcast facilities shall be placed in easements and right-of-way or as indicated on the construction plans. Construction plans specifying trench locations and depth shall be followed at all times or as indicated on the permit drawings. Comcast approval shall be required for any changes to construction plans.

- Trench location shall be in as direct a line as possible from the distribution facility to distribution box or utility pole.
- The bed (bottom of the trench) shall have a uniform pitch and shall be solid and relatively smooth, or undisturbed earth, well tamped and free of any debris that may be detrimental to the conduit. Excavation shall be of a size that permits proper installation of conduit and hand holes, as required.
- Minimum burial depths specified for all Comcast conduits shall be maintained during all phases of construction.
- 4. The minimum burial depth shall be thirty (36) inches or as indicated on the permit drawings. This is measured vertically from the final grade to the top of the conduit for all conduits. When conduit is to be located under roadway, cover shall be a minimum thirty-six (36) inches or as required by the permitting agency. Depth shall be measured from the top of the conduit to the top of the road surface.
- Adherence to OSHA, and/or and local, state and national codes or ordinances shall be maintained at all times.
- 6. All areas disturbed by construction shall be restored to a condition equal to or better that that which existed before construction. Special care shall be taken to prevent damage to existing buried structures and facilities.

### **Joint Trenches**

The joint trench shall be excavated and backfilled to Comcast and other joint trench occupant's specifications. Customer owned fuel lines, including natural gas, oils and propane are not permitted in the joint trench. Water, sewer, sanitary or storm drain and other wet utility piping are not permitted in the joint trench. Non-Comcast facilities shall not be installed underneath of any Comcast equipment boxes or hand holes.

### BEDDING

Three (3) inches of bedding is required in the bottom of all trenches. Bedding is defined as dirt, sand, or stone dust. Soil containing occasional rock 1" in diameter or less is acceptable.

### CONDUIT

Depths to the top of conduit to final grade shall be a minimum thirty (30) inches of cover. In the event proper depth of conduit cannot be achieved or where foreign objects threaten to interfere with the installation of the conduit, a concrete protective cover of the conduit may be used. Written approval is required for the use of concrete protective cover. When conduit is located under roadways, cover shall be a minimum thirty six (36) inches. Depth shall be measured from top of conduit to the top of the road surface.

- 1. The number and size of the conduit for each application shall be installed as shown on the construction plan.
- All conduits shall be gray or orange, electrical grade, rigid, Polyvinyl Chloride (PVC) Schedule 40 and shall be permanently marked at regular intervals with the manufacturer's name or symbol, size "SCH 40" and "PVC". Unless otherwise indicated on the construction plan.
- 3. All conduits shall be carefully aligned and laid to a uniform grade.
- No conduit shall be installed which is cracked, damaged or contains any roughness which would injure or damage the cable jacket.
- 5. All joints shall be made with solvent cement in accordance with Comcast specifications.
- Minimum radial separation between Comcast conduit and gas facilities shall be (40) inches. Comcast and FP&L shall be (40) inches.
- 7. Conduit shall enter hand holes, pedestal and next to utility poles as indicated in Comcast Typical Drawings.
- 8. Conduits shall be terminated with plugs in hand holes.
- A polyolefin pull string, including five (5) feet of slack shall be installed in each conduit and secured to conduit plugs at each end. Pull (mule) tape shall be required in lieu of pull string in all pulls in excess of 300 feet.

### **CUTTING CONDUIT**

A fine-tooth saw should be used to cut conduit. The conduit must be cut straight and cleaned of burrs.

### SOLVENT CEMENT WELDING

- Clear or gray regular bodied PVC cement may be used on the conduit four (4) inches and smaller in diameter.
- The chemicals used in solvent welding of conduit are intended to penetrate the surface of both the conduit and the fitting, which after curing result in a complete fusion at the joint. The over usage or under usage of such chemicals shall be avoided as such usage will result in leaky joints or a weakened conduit system.
- Inspect solvent cement container for date. Cement over 12 months old shall not be used.
- Surfaces to be cemented shall be cleaned by wiping off all dust, dirt, and moisture from these surfaces.
- With a non-synthetic bristle brush or dauber, apply an even coating of cement to the outside of the conduit and the inside of the socket. Make sure that the cement is applied to the entire depth of the socket. If some evaporation of solvent from the surface of the conduit is noted, reapply cement before assembling.
- It must be emphasized that dry joints where an insufficient coating of solvent cement is applied cause most joint failures or when solvent has evaporated due to high temperature conditions.
- 7. Slip conduit straight into the fitting with a slight twist until it bottoms. Hold the joint for 15 seconds so that the conduit does not push out of the fitting. Do not twist or drive pipe after insertion is complete.
- Clean off any bead or excess cement that appears at the outer shoulder of the fitting. Excess cement allowed to remain in contact with the material can cause weakening of the material and subsequent failure.

### COVER

A minimum of three (3) inches of cover, measured to the top of the conduit is required to cover all conduits. Cover is defined as dirt, sand, or stone dust. Soil containing occasional rock 1" in diameter or less is acceptable. The material should fill the voids around the conduit.

Comcast orange "warning" tape shall be installed in the entire length of the trench directly over the conduit approximately 12 inches above the conduit.

### **BACKFILL**

- Spoils from the trench may be used if it is free of debris or other materials that may damage the conduit system or cause set tling.
- 2. Backfilling shall be accomplished in a continuous manner from one structure to the next and shall not be placed over any open ended (unplugged) conduits.
- All backfill shall be mechanically compacted to the density of the surrounding undisturbed soil by means available to prevent settling, Mechanical compaction shall not be used within twelve (12) inches of conduit.

### SWEEPS, COUPLING, END BELLS AND ADAPTERS

All sweeps, couplings, end bells and adapters shall be PVC, Schedule 40, gray and conform to the same specifications as the conduit. The sweeps may be factory made. The minimum radius for all sweeps three (3) inches and less in diameter is twenty (24) inches. The minimum radius for all four (4) inch diameter sweeps is thirty-six (36) inches. 45 degree sweeps with no elbows or bends.

### **PULL STRING/ TAPE**

A polyline (polyolefin pull line that will not rust, rot or mildew) pull string, including five (5) feet of slack shall be installed in each conduit and secured to the conduit plugs at each end. The pull string will be used to pull in a bull (pulling) rope that will be required for the actual cable pull, Pull tape shall be required in lieu of pull string in all pulls in excess of 250 feet.

### POLE RISER

Conduit riser locations on the pole shall be designated and shown on the const ruction plans. All riser shall I be plugged above ground (12) inches at the base of the pole.

### **Directional Bore Spec's**

Comcast will request the selected City vendor comply with and adhere to the following specifications for directional boring.

If applicable, the city's specifications to their vendor may supersede the Comcast specs as outlined below.

- Prior to construction, submit the type and capacity of the drilling rig to be used on the project, include manufacturer, pullback and push torque.
   Contractor to verify that allowable pipe stresses of the pipe will not be exceeded by the drilling rig. Submit information on the type of locating and tracking system. In addition, submit type and capacity of mud mixing system. Include proposed composition of drilling fluid, viscosity, and density.
- Prior to construct ion, submit a drawing showing proposed crossing configuration, including entry and exit angles, radius of curvature, and entry and exit points. Drawings to include location and dimensions of the starting area at both entrance and exit pit s. Also, include in form at ion on the diameter of the pilot hole and size and number of pre-reamers used for development of the borehole.
- 3. Prior to construction, submit information on the method to address and mitigate obstruction problems during drilling, reaming, and potential problems of product pipe becoming g stuck during pipe pull back, emergency procedure s when drilling through existing underground utilities, or other events that lead to work stoppage. Procedures must comply with all regulations.
- 4. Prior to construction, submit information on the method of slurry containment, method of recycling drilling fluids and spoils (if applicable), or method of containing drilling fluids or spoils and transporting drilling fluids and spoils off-site (including anticipated volume), and identify method and disposal site for drilling fluid s and spoils. All material must be disposed in
  - accordance with local, state, and federal regulations.
- 5. Prior to construction, submit plan for cleanup and disposal of spills and fanouts (drilling fluid s, hydraulic fluids) including measures to contain and clean the affected area. Include details for cleanup of surface seepage of drilling fluids and spoils. All material must be disposed in accordance with local, state, and federal regulations.
- 6. Prior to construction, submit information on the method to address and mitigate collapse or subsidence of surface

roadways, adjacent utilities during drilling, reaming and

installation of the pipe.

7. The Contractor shall maintain a logbook that includes driller notes and records for bores using steering and tracking system. Data will include pipe/conduit number, depth, pitch, steering commands, and notes. Log must also include rig performance parameters (thrust, pullback, torque, drilling fluid circulation, and drilling fluid composition), ground conditions, obstructions encountered, time shift started and ended, and footage during the shift). Logbook will include information on drilling fluid (composition, viscosity, density). This logbook must be available for review throughout the project and must be submitted to the Engineer and the Owner at completion of project.

8. At the completion of the horizontal directional drilling, the bore log indicating the horizontal and vertical position at 10-or 20 foot intervals along the pipe /conduit to confirm conformance with the depth and line shown on the Drawings. This submittal shall include the type and manufacturer of tracking equipment used, date of most recent shop calibration record, and the method to ensure the

data was captured.

### QUALITY ASSURANCE: 1.3

A. The horizontal directional drilling shall be performed by the drilling company who is experienced in the installation of communication pipelines utilizing the horizontal directional drilling method.

### 2.02 DIRECTIONAL BORING SYSTEM:

- City Vendor to provide a pneumatically or hydraulically operated, fluid A. assisted remote guided boring system capable of installing the pipe by trenchless methods per the Drawings without damage. The equipment shall be designed to provide accurate control of both the line and the grade of the boring head.
  - 1. Contractor to provide pumps, compressors, tools, and all equipment certified as suitable by the system manufacturer to install the new pipe without stressing or damaging the pipe.
  - Contractor to provide a circulatory -recovery system that will recover the bentonite or other drilling fluids. 2.
  - 3. Contractor to provide supply of water for mixing drilling fluid.

**PART 1 - EXECUTION** 

1.01 PROTECTION

- A. The Contractor shall field verify the location and depth of all existing utilities, including service connections, to be paralleled or crossed prior to the start of directional drilling operations. The Contractor shall modify alignment, depth or grade as necessary to avoid utilities and minimize the number of peaks and valleys along the alignment.
- B. The Contractor shall expose all utilities that they will be crossing with horizontal directional drilling. All major utilities (high pressure gas, fiber optic, high voltage electric, major pipelines, water and sewer lines, etc.) should be exposed every 100 feet at minimum, if parallel within 5 feet of excavation area to verify depth and location of the utility. If the location is not accurate, the utility owner should be contacted immediately.

### **AS BUILT**

The contractor will provide Comcast all AS \_ BUI LT field information necessary for updating and correcting Comcast construction drawings. The contractor will mark legibly, with a red pencil, on both the profile and plan view of Comcast's construction drawings, all corrections, additions, and deletions as they occur on the job site. These drawings are to be produced at any time while the job is ongoing for inspection by the Comcast Representative. As built should indicate the different type of underground method constructed in the project boundary.

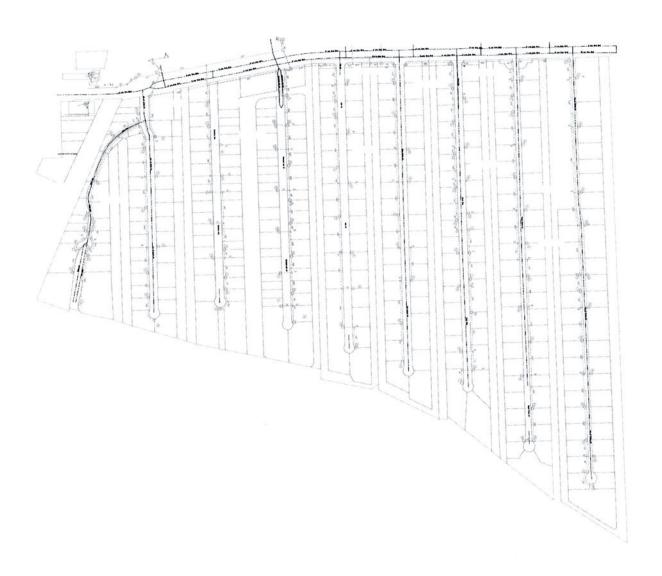
The ASBUILT information required is as follows:

- All facilities are to be stationed to a baseline or reference line that is identifiable as a landline or right-of-way line. This base line or reference line must be related to the area of the job site and be capable of being transposed on to Comcast construction drawings.
- 2. Overall total lengths of the duct are to be recorded; Measurements are to be taken from the hand holes outside wall and directly along the length of the duct (conduit) system.
- 3. When utilities are uncovered, (water, gas, sewers, communications (Comcast), power, etc.) their sizes and type are to be determined, their location referenced to the baseline, and their elevation noted on Comcast construction drawings. An elevation will be taken on the duct (conduit system) directly above or below the other utility and at existing grade.
- 4. Two sets of construction prints, marked in red pencil must be supplied to Comcast.

(NOTE) As-Built documentation must be secured and submitted to Comcast prior to Comcast installing any new fiber optic cables in the conduit system provided.

EXHIBIT B

Maps & Location Details
(Las Olas Isles RFOG Design)



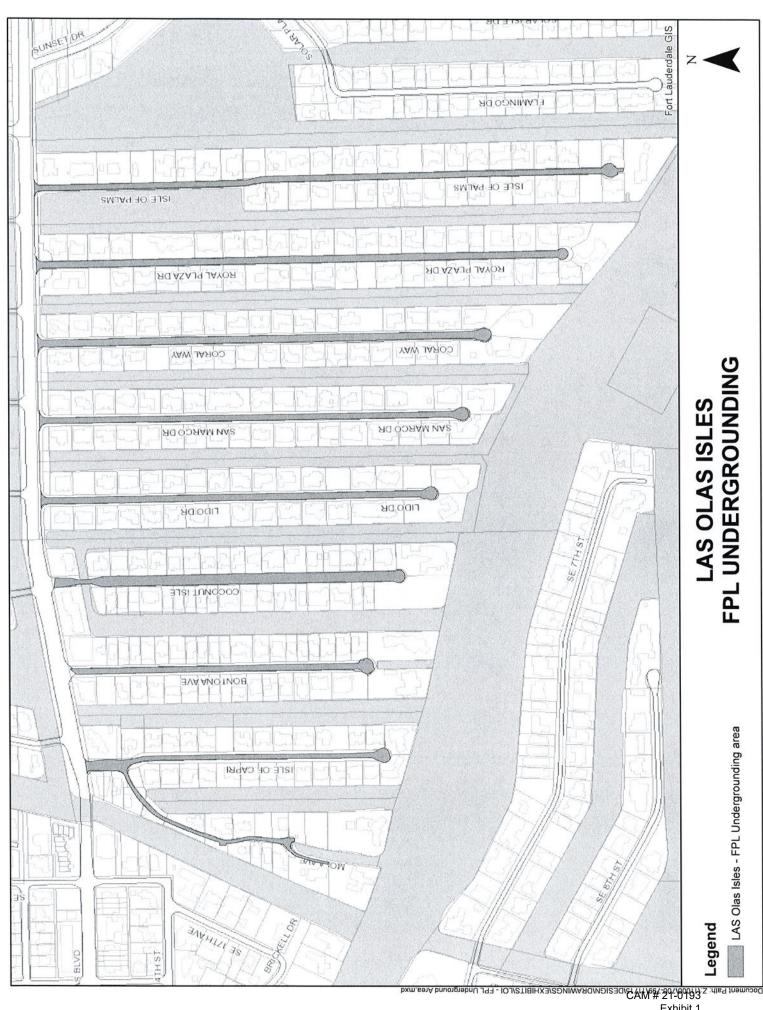
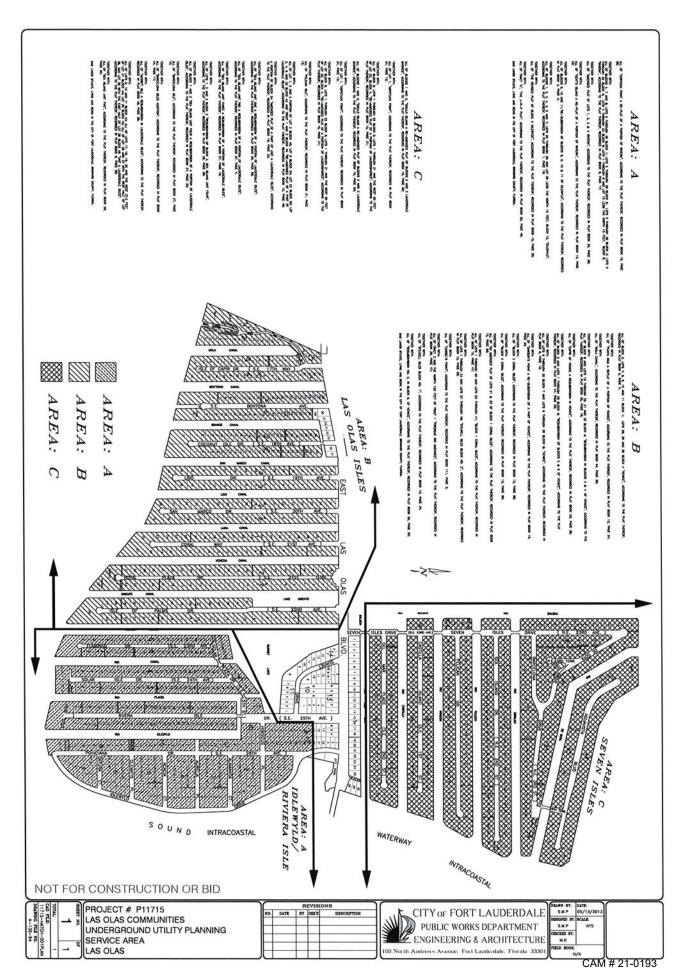
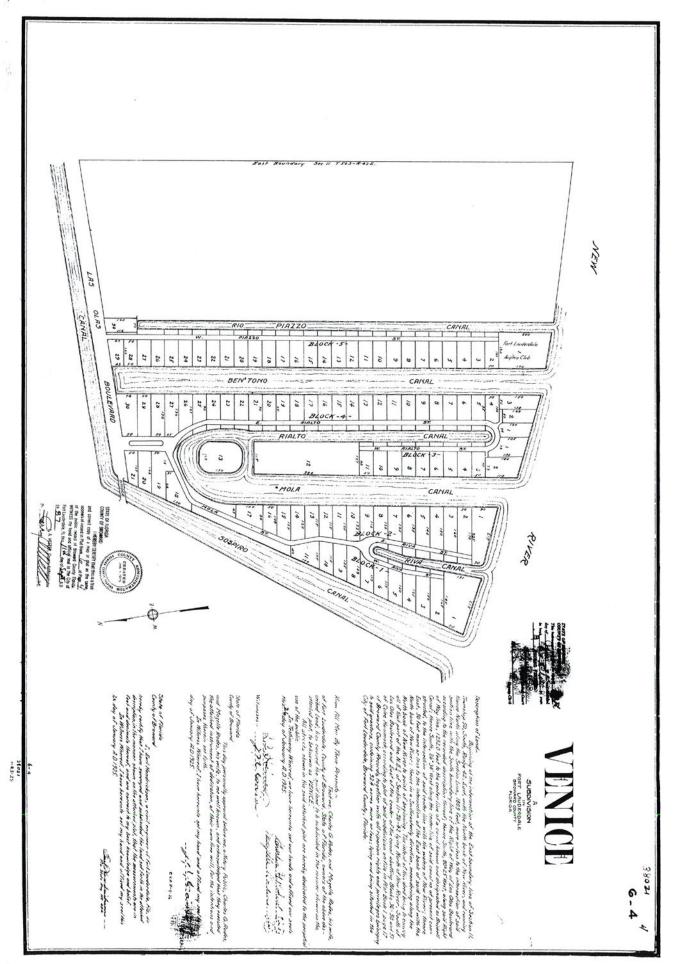


Exhibit 1 Page 19 of 39





NEW RIVER Mr. satisfie SUBDIVISION FORT LAUDERDALE BROWARD COUNTY FLORIDA 2 A plot showing lots blocks streets and conals in that portion of VENICE lying East of flio Piozzo Cenal as shown on a plat recorded in Book 6 of plats page 4 Broward County 6 STATE or FLORIDA COUNTY or BROWARD TELLINA CHEEN COUNTY or BROWARD TELLINA CHEEN COUNTY or BROWARD TELLINA CHEEN COUNTY OF BROWARD TELLINA CHEEN COUNTY OF BROWARD TELLINA CHEEN COUNTY OF THE MOUNTER Shown on The attached play that the 7 . . I Taikhlende chan, Gu Engineer de nervby eel ty that I have subdivieze the course described lende into lote blocks afrects and seaves an themmoner shown on the attackwhileff fat the measurements and distinces shown, an said plot in feet and documents thereof were made on the found and , , . . are True and carrect to my best knowledge and bel of
IN WITNESS WHEREOF I have hereunto set my hand and seel this 1011 day of April AD 1925 Sal Hardishon (000) 10 FLORIDA STATE REGISTRY NO +0+ 1 12 KNOW ALL MEN BY THESE PRESENTS

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- Secretary

OF President 0" - Sacratory X3076 Hise odt PIAZZO 970 . .. 143 ,, 21 STATE + FLORIDA } COUNTY of

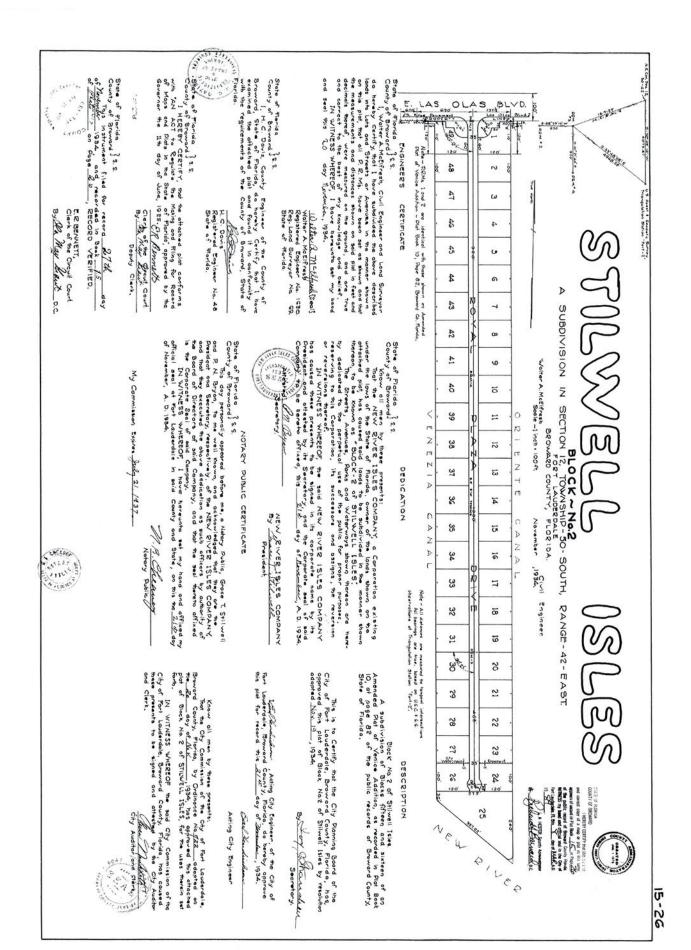
Personally appeared before me, whose this day, FM Byper to me known and acknowledged that he is the President of the Flagle and Cape Cod Ruelly to and hi the acet efficient to his instrument is the corporate of and corporate on and that said national was signed and one in bahely of and expressed on muthout of 12 Beard of Distance and and the Deep acknowledged sold national to be the free act of deed of said corporate you that tent and a purpose. There is actional with the Section of the said corporate your actions to the said corporate of the said corporate and affined in another said said to the said corporate actions.

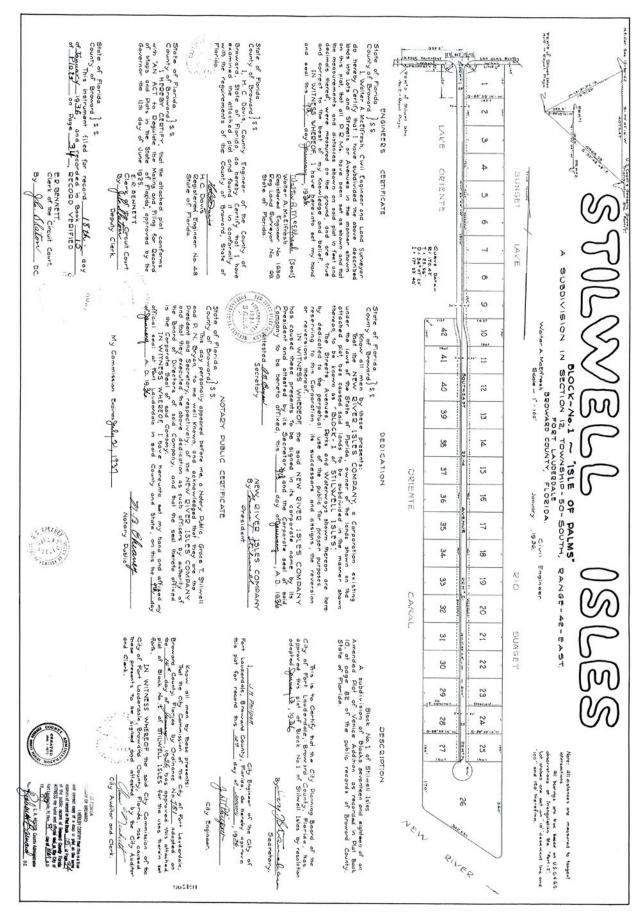
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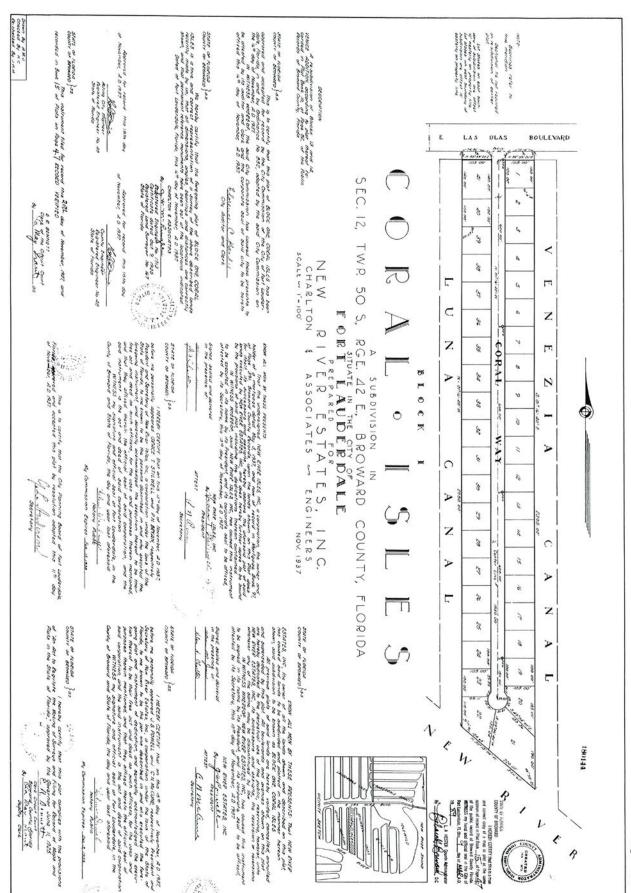
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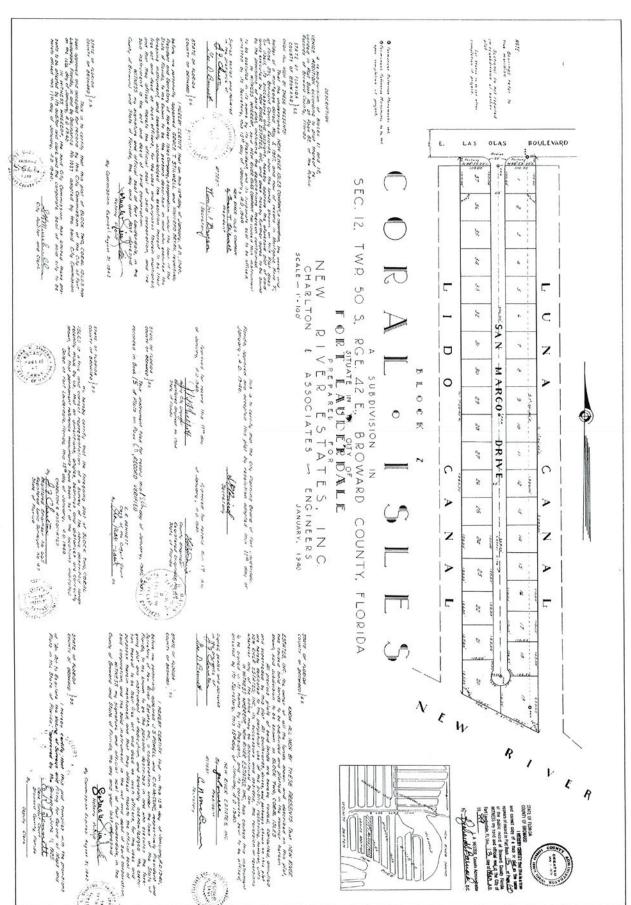
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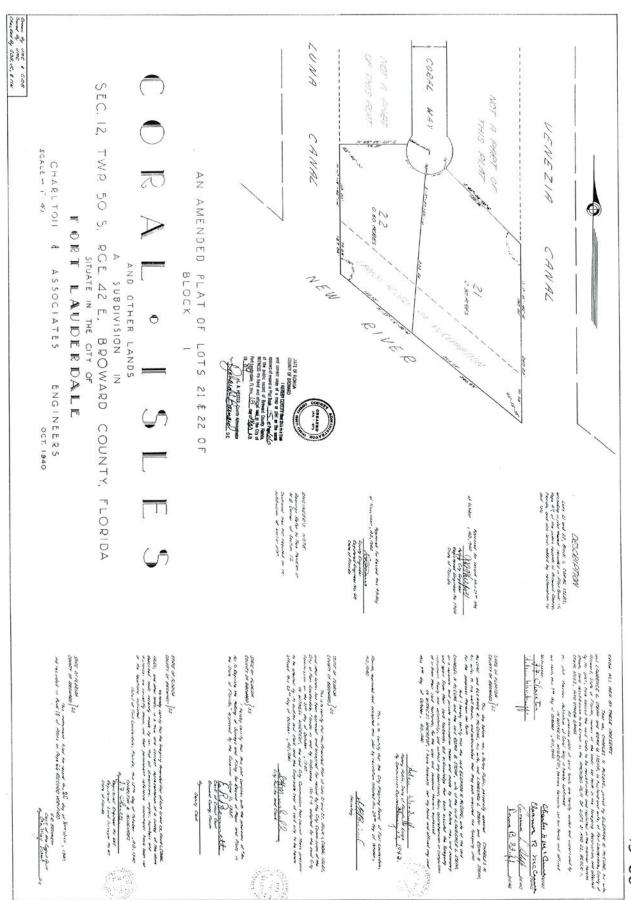


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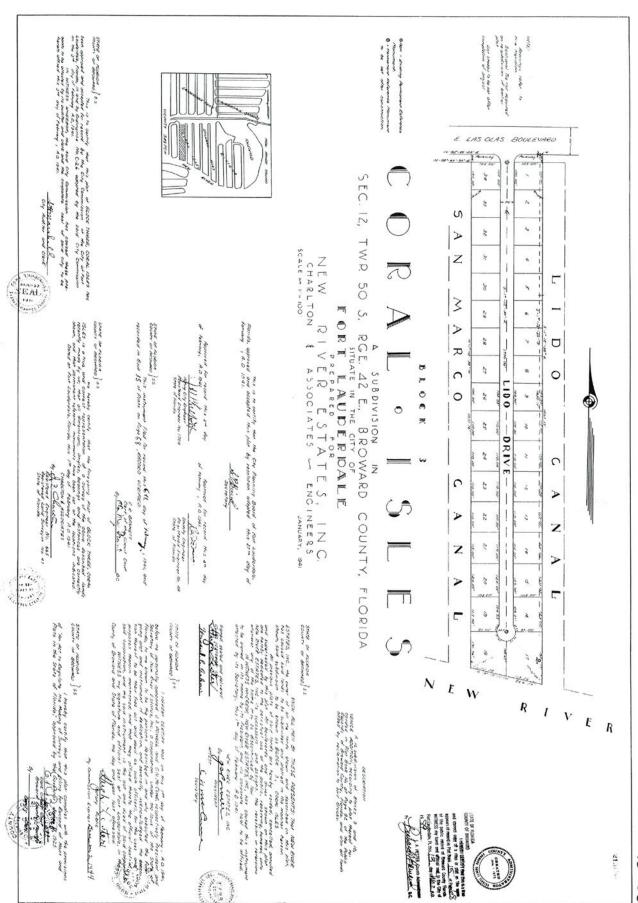




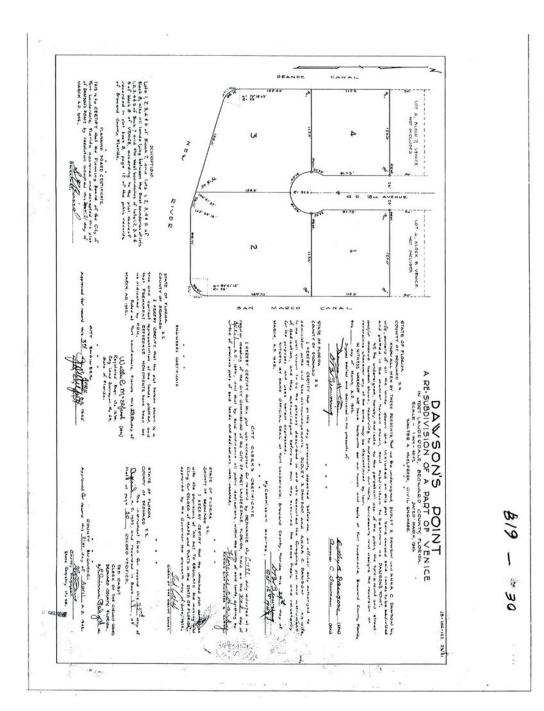
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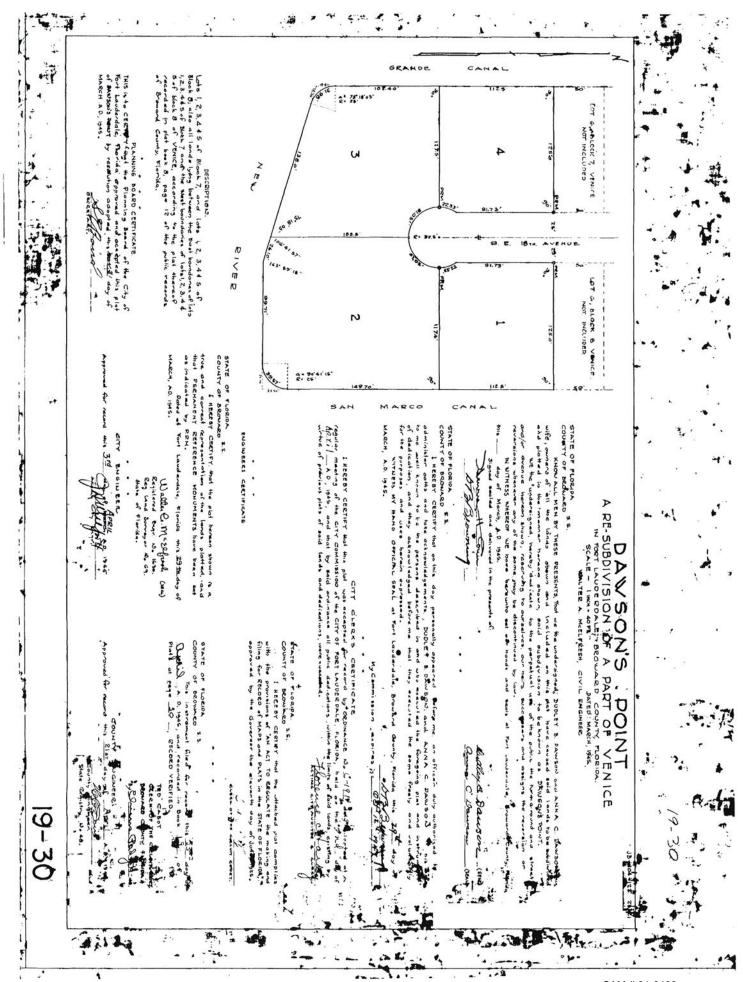
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CAM # 21-0193 Exhibit 1 Page 30 of 39



TED CANOT COURT FLOWER PLONERS

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provisions of Chal This instrument filed for record this 26 day to be be so the policy box 29 of the public records of the public records of the public records of the forids; this plat complies with the provisions of Chapter 10275 (No. 253) Laws of the provisions of Chapter 10275 (No. 253) Laws of the ATTER

COUNTY OF BROWARD S.S. AdigoJA TO STATE

Clerk of the Cycuit Court

TED CAROT 

COUNTY OF BROWARDS.S.

Language Miles Amended, was approved by ordinance No.C-831, passed and adopted by the City Commission of Fort Leaderdale, Fort Dayler meeting of said Commission this. Floring, at a regular meeting of said commission this said and adopted by the City Commission by Preserved.

COUNTY OF BROWNED 2.5. AGINOLA TO STATE

This is to CERTIEY that the City planning board of Fort Lauderdale Elorida approved and accepted this plat by resolution adopted this Lauder of the Comment of the Comment

My Commission expires were Public

Witness my hand and official seal at 125 seel of Alma A lingh to day of Alma A

I hereby CERTIEV that on this day personally appeared before me, an officer ally authorized to take acknowledgements and administer oaths, it is because the secretary respectively of immain brind how. Into a persident and secretary acknowledged before me a personal mental post parties a corporation, and they acknowledged before me as such officers of said accorporation, in the name of said to execute said dedication, and that said accorporation so to exactly a said dedication is the personal proporation to execute said dedication, and that said dedication is the purposes.

The act and deed of said corporation for the purposes the corporation for the purposes.

Jank Jack B. Breekeller

STATE OF PLORIDA
COUNTY OF BROWARD

Jumy O Barmer

Signed, sealed and delivered in the presence of:

In witness whereof, the undersigned Corporation has caused the whereof, the undersigned Corporate name by its acol to be actived officers and its seal to be affixed hereto on this ... day of April, A.D. 1952.

WE, the undersigned, hereby dedicate to the perpetual use of the public all turn-arounds, otherests and/or terraces shown, reserving, however, unto curselves, our herror successors and assigns, the reversion or reversions thereof wherever any of the same may be discontinued by Law.

All previous plats of said lands are hereby voided, cancelled anulled and superseded by this plat.

Know all men by these presents: Aureriorn Carrol that lands shown and included on this plat, have caused said lands to be subdivided and platted in the manner hereon shown, said subdivision to be known as "PRESQUE Pio Amender".

DYTED ~ APRIL, 1952,

C. C GUNATE OF FLORIDA S. S. C. COUNTY OF BROWKER

WALTER A MEELFRESH, CIVIL ENGINEER,

, YTNUOS BROWARD

FLORIDA.

SECTION IS . TOWNSHIP - 50 - SOUTH . RANGE-42-EAST

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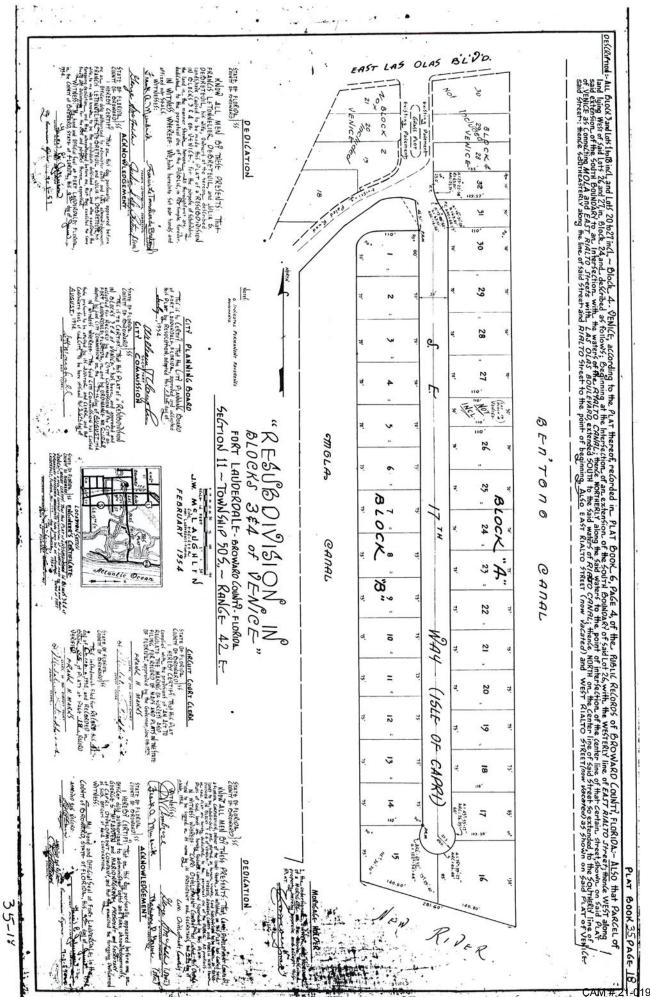
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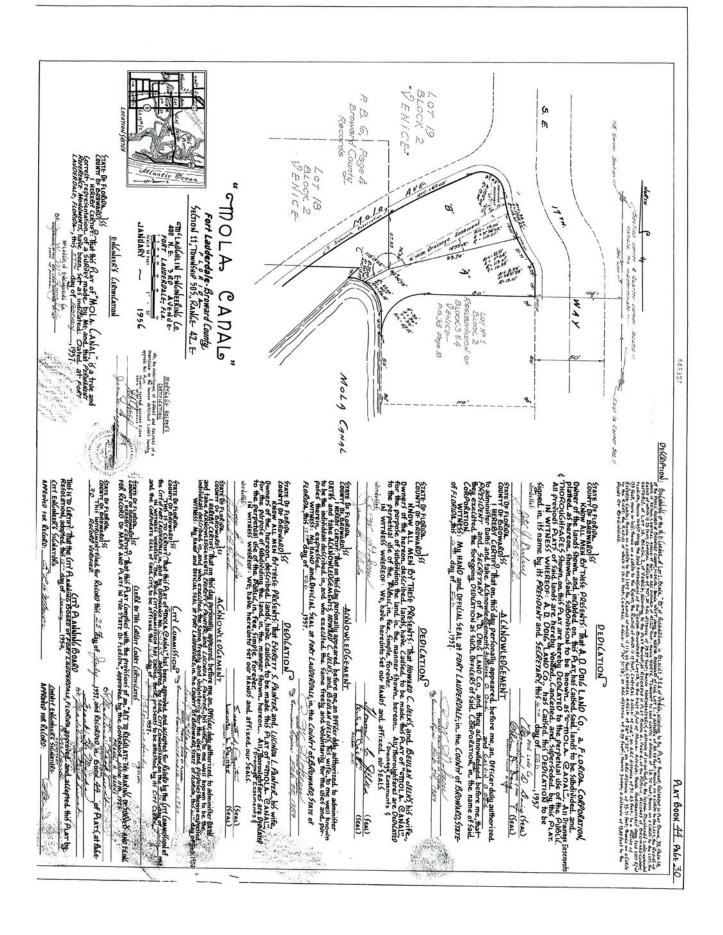
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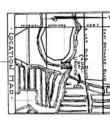
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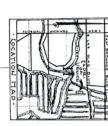
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CAM # 21-0193 Exhibit 1 Page 36 of 39

S indicates Per PDM





SEC. 11·TWP. 505· RGE-42 E·FT. LAUDERDALE: DROWARD COUNTY: FLORIDA-A. DESUDDIVISION IN VENICE

MS LAUGHLIN ENCINEEDING CO

MS LAUGHLIN ENCINEEDING CO

Cognosers & Surveyors

400 N.E. 3rd AVE. FT. LAUDEDDALE. FLORIDA



Lot 19. Dlock 4. VENICE, according to the plot thereof recorded in Plat Book 6, Rage 4, of the Public Records of Droward County, Florida and lot 26, less the South 1 tool thereof and all of Lots 27 to 30 inclusive. Dlock 4 of the Resubdivision in Blocks 3 and 4 of VENICE, according to the plat thereof recorded in Plat Dook 35, Page 18, of the Public Records of Droward County, Florida.

DESCRIPTION.

DEDICATION.

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COUNTY OF BROWARD S

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A D DOIC LAND COMPANY 200 600

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ACKNOWLEDGEMENT. My Idian

RESUBDIVISION IN BLOCKS 3 4 4

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I HEREBY CERITY: That on this day personally appeared before me, an Officer, duly, authorized by law to administer Onths, and lake Actionwhelpe ments, A.D. DOIC, and CALVIN D. DOIC, President and Secretic, respectively of the ADDOIC, LAND, "COMPANY." and they actnowhelped by me, the execution of the broughing instrument and the Seal of such Copporation clinical thereby to the purposes therein expressed:

10 WITNESS WHEREOF: Those between one set my band and Seat they." "Guy d. 1874/1/1911, 1960 at fi.i.auderdale, County of Drowand, State of Florida." COUNTY OF BROWARD SS

and they acknowledged to me the execution

State of

CIRCUIT COURT CLERK'S CERTIFICATE on Copines Sec. Historia 14,1860.

COUNTY OF DROWARD

FIGANK H. MARKS. Supproved by the Covernor, June 11th 1925 I HEREDY CERTIFY: That this Plat complies with the Provisions of, "Au Act to Recurre the Marino Or Surveys bus films the Recurs Or Surveys bus films for Records Or Mass Dus Dears Du 04 4 4 46

FRAUK II MARKS THEREBY CERTIFY: That this Instrument is tiled for Record this 13 day of Ligand. 1960 and Record ed in book 52 of Plats, at Page 39 RECORD YERIFIED Miller Publist Beauty Store

CITY COMMISSION. THIS IS TO CECTIFY: That the City Diamning Board of 41, Louderdale, Florida approved and accepted this Past by Resolution adopted this Principles. Society of the Principles o

CITY PLANNING BOARD.

STATE OF FLOCIDA.

STATE OF FLOC

COUNTY ENGINEER'S CERTIFICATE.

City Engineer, Com Pilleund

CITY ENGINEER'S CERTIFICATE

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approved for Lecord

Approved for Record-

County Congressed Telling you There you

ENGINEERS CERTIFICATE. OUUTY OF BROWARD S

City to be here affixed this, bethe day of April ...... 1960

Florence Hudy

Sing Breet

We the undersigned, Owners and Holders of Mortgages on the above described Property, hereby approve and accept this Plat.

Emergen of Symmymu pres.

MODICACE HOLDER.

aments have been set as indicated.

M. LAUCHLIN . ENCINEEDING . CO

WE HEDEBY CEOTIFY: That this Plat of CADO) Of VENICE is a true and correct representation of a Survey mode by us and that Permanent Reference Man in ear or indicated. Dated at fit Laudendole, Francha this 20.15 day of Marioh.... 1960.

J. W. M. Raught

Agranaci Chamaca de 1113 y Olan aj Agranaci Chamaca de 1113 y Olanda -52-39-

Exhibit 1 Page 37 of 39 PLAT BOOK 5% PACE

Note: Replat abandoning RESUBPINISION No.2, IN BLOCK 6, OF "Lot 23, Block & of Resub. of Blocks & & & Of Venice" PLAT BOOK 47, FASE 26, Broward County Records SECTION 11, Township 505, RbE. 42+ Scale la feet BROWARD COUNTY FLORION 25 LANUART S. F. Las de L. 3 + St. Soir. St. 6. GRANDE CANAL 0118 ¥ PARCEL ジャシーンナ Canostorte - 6 Lotion BONTONA Location 5 xerca 3 THIS 1 962 PLAT A ... \*\*\*LOT 21, BLOCK 6, OF RESUB OF BLOCKS 7 8 5, OF VENICE" PLAT BOOK 47, PASE 28, Broward County Records der Indicates Permanent Reference Monument. This PLAT ACCEPTED AND APPROVED FOR RECORD: is a true and correct representation of a Survey made by us, and that PERMANENT REFERENCE MONUMENTS have been THIS PLAT ACCEPTED AND SHAPPROVAL APPROVED FOR RECORDS set as indicated. Dated at FORT LAUDERDALE, FLORIDA, this 15.4 day of iloniuscul 1962. Which the standard to STATE OF FLORIDA SS WE, HEREBY CERTIFY: That this PLAT of "RESUBDIVISION NO. 2, IN BLOCK G. OF VENICE" IN BOOK 55, OF PLATE AT PAGE 50, RECORD VERIFIED. COUNTY OF BROWARD I HEREBY CERTIFY: That this PLAT complies with the provisions of an "ACT TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS AND PLATS, IN THE STATE OF FLORIDA, approved by the IN WITNESS WHEREOF: The said City Commission has caused these PRESENTS to be attested by its City CLERK, and the Components Seal of said City, to be a fixed this Let day of Mission, 1962. GOVERNOR, JUNE 11# 1925. STATE OF FLORIDA COUNTY OF BROWARD) SS THIS IS TO CERTIFY: That this PLAT has been approved and accepted for Record, by the Citr COUNISSION OF the CITY of FORT LAUDERDALE, FLORIDA, in and by Ordinance N°-C-<u>1810</u>, adopted by Said Citr COMMISSION ON this 200 day of MARCH ,1962. SS COUNTY OF BROWARD THIS IS TO CERTIFY: That the CITY PLANNING BOARD OF FORT LAUDERDALE, FLORIDA authorized by law, to administer ooths and take acknowledgements, HENRY E. WARWICK and HELEN S. WARWICK, his wife; to me well known to be the individuals described in, and who executed the Foregoing DEDICATION, and they acknowledged before me, that they executed the same freely and voluntarily for the uses and purposes therein expressed. STATE OF FLORIDA reviewed this PLAT, this \_ 677 day of \_ TESEUARY \_\_\_\_\_, 1962. STATE OF FLORIDA FLORIDA, this 12th day of January 1962. COUNTY OF BROWARD STATE OF FLORIDA in Block 6, of VENICE". All Streets are dedicated to the perpetual use of the public, in fee simple. STATE OF LURIDA SS

KNOW ALL MEN BY THESE PRESENTS: That Henry E. WARWICK and Helen S. WARWICK, his wife; Owners of the lands described and shown as included in this Plat has caused said lands to be subdivided and platted as hereon shown; said subdivision to be known as Resubdivision N°-2. Seals, in the City of FORT LAUDERDALE, COUNTY OF BROWARD, STATE OF FLORIDA, this 12th day of STATE OF FLORIDA FRANK H. MARKS Lor 22 and the South one-half (5½)

of Lor 23, BLOCK 6, VENICE, according to the PLAT the PLAT the Area of Facorded in PLAT

BOOK 8, PAGE 12 of the Public Records

BROWARD COUNTY, FLORIDA,
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# CASSEL S POINT

47-2-040/

A RESUBDIVISION OF A PORTION OF PRESQUE RIO AMENDED (PB 29, P.47)
IN SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

MORTGAGEE'S CONSENT



LOCATION SKETCH

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BROWARD COUNTY PLANNING COUNCIL











JAN. 20th, 1984

















HILLS IN COURTER THAT THIS PLAY HAS ARRAY ACCORDED AND ACCORDED AC

CITY COMMISSION

13 DAY OF JANUARY CITY ENGINEER

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SURVEYOR'S CERTIFICATE

AND PARTHER ORDER WORK

B.M EL. BENCHMARK ELEVATION

SURVEY NOTES

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