

UTILITY REIMBURSEMENT AGREEMENT
(City of Clearwater – City Hall – Myrtle Ave)

THIS AGREEMENT, made and effective this _____ day of _____, 20__, is by and between **Duke Energy Florida, LLC**, a Florida corporation (hereinafter referred to as “DEF”), and **City of Clearwater**, in Florida (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as a Florida public utility, DEF has the right under Florida law to construct, operate and maintain its utility facilities upon Florida public road right of way including but not limited to, **Myrtle Ave** in **Clearwater**, Florida; and

WHEREAS, DEF has constructed and now operates and maintains certain electric line facilities near, upon, along, within and/or adjoining **Myrtle Ave**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government is requesting DEF to convert the overhead Utility Facilities to underground (“UGC Work”); and

WHEREAS, simultaneous with execution of this Reimbursement Agreement, DEF and Local Government have entered into that certain Underground Conversion Agreement (“UGC Agreement”) to perform such underground UGC Work.

WHEREAS, the UGC Agreement requires, among other things, that Local Government secure certain property rights for the UGC Work as further described therein.

WHEREAS, as consideration for DEF relocating the Utility Facilities in accordance with the UGC Agreement, Local Government hereby agrees to pay the costs in accordance with the UGC Agreement as well as this Reimbursement Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEF and the Local Government, hereinafter contained, DEF and the Local Government do hereby agree to and with each other, as follows:

Recitals. The Parties agree that the above recitals are true and correct and are incorporated into this Agreement.

UGC Work. DEF will relocate the Utility Facilities as depicted in the UGA. The preliminary estimated cost thereof is set forth in the UGA.

Future Relocation Work.

A. As consideration for DEF relocating the Utility Facilities in accordance with the UGC Agreement, Local Government hereby agrees to pay (1) all costs incurred by DEF in accordance with the terms of the UGC Agreement and (2) for any and all future relocation costs and expenses incurred by DEF to the extent such Utility Facilities need to be relocated due to any local road or highway improvement project or for any other work or project of the Local Government which interferes with the Utility Facilities (“Future Relocation Work”). For any state, federal, other government agency or third party entity project that interferes with Utility Facilities, Local Government agrees that Company has a compensable property where such Utility Facilities are located; therefore, the cost of removal or relocation of all Utility Facilities shall be in accordance with Florida Statute 337.403 as it exists now and as may be amended from time to time and any other applicable laws of the State of Florida or regulation by a State agency having the right to regulate Company. The Local Government shall reimburse DEF for the costs incurred by DEF to perform any Future Relocation Work within thirty (30) days of receipt of an invoice from DEF for such Future Relocation Work. Said statement shall include supporting documentation to substantiate the invoice. DEF shall have the right to submit such statements for progress payments as the Work proceeds and such statements shall be paid within thirty (30) days of receipt.

B. DEF shall not start the Work or any Future Relocation Work until all conditions precedent set forth in the UGA and below have been satisfied by Local Government, including but not limited to the following: (a) written notice has been given to DEF by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEF, and (ii) all necessary public road right of way and easement areas have been acquired for the Work and all obstructions or obstacles have been removed (clean, cleared and ready to go) and all utility locates have been performed, (b) the Local Government has denoted the public road right

of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings, (c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEF, and (d) the Local Government and DEF have executed the Underground Conversion Agreement and this Reimbursement Agreement for the Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY FLORIDA, LLC

(Signature)

(Name, Printed or Typed)

(Position)

CITY OF CLEARWATER

By: _____

Printed Name: _____

Printed Title: _____

Dated:

By: _____

Printed Name: _____

Printed Title: _____

Dated:

By: _____

Printed Name: _____

Printed Title: _____

Dated:

Attest:

Treasurer

UTILITY REIMBURSEMENT AGREEMENT

EXHIBIT A

(City of Clearwater – City Hall – Myrtle Ave)

The areas highlighted on the map indicate the locations where Duke Energy will be installing conduit and cable within the right of way. This installation will also include several pull boxes, which are the designated locations where Duke Energy has agreed to perform the installations.

