FORT PIERCE UTILITIES AUTHORITY
SPECIAL MEETING
AGENDA

WEDNESDAY
December 19, 2018, 3:00 p.m.
FPUA Administration Building
1st Floor Conference Room
206 South 6th Street
Fort Pierce, Florida

MEETING TO ORDER

Pledge of Allegiance.

ROLL CALL AND DECLARATION OF A QUORUM.

A. Comments from the Public.

B. Approve the revised Resolution No. UA 2018-13 to add an additional legal description and edits to the names of the parties therein.

C. Approve the revised Owner's Affidavit, Non-Foreign Certificate, and Request for Taxpayer Identification Number.

D. Approve the revised Second Amendment to Asset Purchase Agreement

E. Adjourn

RESOLUTION NO. UA 2018-13

A RESOLUTION OF THE FORT PIERCE UTILITIES AUTHORITY, **AUTHORIZING AND REQUESTING THE CITY OF FORT PIERCE TO EXECUTE CERTAIN DEEDS ON THE FORT PIERCE UTILITIES AUTHORITY'S BEHALF IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, PURSUANT TO THE ASSET PURCHASE AGREEMENT ENTERED INTO BETWEEN THE FORT PIERCE UTILITIES AUTHORITY AND FLORIDA POWER & LIGHT COMPANY** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Power & Light Company proposes to purchase certain real property assets from the Fort Pierce Utilities Authority pursuant to the Asset Purchase Agreement entered into between the Fort Pierce Utilities Authority and Florida Power & Light Company; and

WHEREAS, title to Fort Pierce Utilities Authority's real property is titled in the name of the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority; and,

WHEREAS, it is therefore necessary for the City of Fort Pierce to execute the three (3) Special Warranty Deeds attached hereto as Exhibits A, B and C on behalf of the Fort Pierce Utilities Authority in order to transfer the Fort Pierce Utilities Authority's interest in those parcels to Florida Power & Light Company;

NOW, THEREFORE, BE IT RESOLVED, by the Fort Pierce Utilities Authority, as follows:

1. That the Fort Pierce Utilities Authority hereby authorizes and requests that the City of Fort Pierce execute the three (3) Special Warranty Deeds, attached hereto as Exhibits A, B and C, on behalf of the Fort Pierce Utilities Authority in favor of Florida Power & Light Company as part of the transaction necessary to complete the Asset Purchase Agreement between the Fort Pierce Utilities Authority and Florida Power & Light Company.

2. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December, 2018.

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY:_____
Chairman

(FPUA SEAL)

DATE:_____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

This Instrument Prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, Florida 34950

Return to:
R. N. Koblegard, III, Esq.
Courthouse Box 145

Parcel I.D. No.: 33403100000500000002.1
33393600005000200001.0
33403100000500000004.1

SPECIAL WARRANTY DEED

BY THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2018, Grantor, CITY OF FT. PIERCE, FLORIDA, a municipal corporation, whose address is 100 U.S. Highway 1, Ft. Pierce, Florida 34950, for the use and benefit of the FORT PIERCE UTILIITES AUTHORITY hereby conveys an undivided ½ interest to FLORIDA POWER & LIGHT COMPANY, whose address is 700 Universe Blvd, Juno Beach, Florida 33408 a Florida Corporation, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of ten and no/100 ($10.00) dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Subject to restrictions, reservations, and easements of record, if any, provided however that this reference shall not serve to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

Grantor covenants with Grantee that Grantor is lawfully seized of the property in fee simple; that Grantor has good right and lawful authority to sell and convey the property; and that

Grantor warrants the title to the property for any acts of Grantor and will defend it against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence:

CITY OF FT. PIERCE, FLORIDA,
a municipal corporation

By:_____
Linda Hudson, Mayor

_____
Linda Cox, City Clerk

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this___day of _____, 2018, by Linda Hudson, as Mayor and Linda Cox, as City Clerk, of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, who are personally known to me or who provided_____as identification and who did not take an oath..

_____
Notary Public, State of Florida at Large
Print Name:_____
My Commission Expires:_____
My Commission Number:_____

APPROVED AS TO FORM
AND CORRECTNESS

_____
Ben L. Bryan, City Attorney

EXHIBIT "A"

Five (5) parcels of land lying in Section 31, Township 33 South, Range 40 East, Indian River County, Florida, and Section 36, Township 33 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Parcel 1

The South 404.00 feet of the Southwest one-quarter (SW 1/4) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying East of the East right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the East 25 feet thereof for road right-of-way purposes.

Parcel 2

Easement for the benefit of Parcel 1 over, under and across the following described parcel of land:

An easement 40 feet in width lying parallel and adjacent to the East right-of-way line of the Lateral "J" Canal extending from the North line of said Southwest one-quarter (SW 1/4) South to a point 416.82 feet North of the South line of said Southwest one-quarter (SW 1/4) as measured along the said right-of-way line of Lateral "J" Canal in Section 31, Township 33 South, Range 40 East, Indian River County, Florida.

Parcel 3

Tract "B", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

Parcel 4

Tract "C", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

Parcel 5

The North 25 feet of the South 145 feet of the Southwest one-quarter (SW 1/4) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying West of the West right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the West 40 feet thereof for road right-or-way purposes.

This Instrument Prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, Florida 34950

Return to:

Florida Power and Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Parcel I.D. No.: 1310-412-0002-000-4

SPECIAL WARRANTY DEED

BY THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2018, Grantor, CITY OF FT. PIERCE, FLORIDA, a municipal corporation, whose address is 100 U.S. Highway 1, Ft. Pierce, Florida 34948, for the use and benefit of the FORT PIERCE UTILIITES AUTHORITY hereby conveys an undivided ½ interest to FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose address is 700 Universe Blvd, Juno Beach, Florida 33408, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of ten and no/100 ($10.00) dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "B"

Subject to restrictions, reservations, and easements of record, if any, provided however that this reference shall not serve to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

Grantor covenants with Grantee that Grantor is lawfully seized of the property in fee simple on behalf of Fort Pierce Utilities Authority; that Grantor has good right and lawful

authority to sell and convey the property; and that Grantor warrants the title to the property for any acts of Grantor and will defend it against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence:

CITY OF FT. PIERCE, FLORIDA,
a municipal corporation

By:_____
Linda Hudson, Mayor

_____
Linda Cox, City Clerk

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this___day of _____, 2018, by Linda Hudson, as Mayor and Linda Cox, as City Clerk, of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, who are personally known to me or who provided_____as identification and who did not take an oath..

_____
Notary Public, State of Florida at Large
Print Name:_____
My Commission Expires:_____
My Commission Number:_____

APPROVED AS TO FORM
AND CORRECTNESS

_____
Ben L. Bryan, City Attorney

EXHIBIT "B"

Two (2) parcels of land lying in the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:

Parcel A

The South 200 feet of the South 863.18 feet of the North (N 1/2) of the Southeast (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, LESS the West 60 feet and the East 775 feet thereof.

Parcel B

The West 40 feet of the East 775 feet of the North 460 feet of the South 660 feet of the North (N 1/2) of the Southeast (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida.

This Instrument Prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, Florida 34950

Return to:

Florida Power and Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Parcel I.D. No (s).: 1406-211-000-2010-4
1406-211-0001-010-7
1406-2121-000-2005/1406-2121-000-100-8

SPECIAL WARRANTY DEED

BY THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2018, Grantor, CITY OF FT. PIERCE, FLORIDA, a municipal corporation, whose address 100 U.S. Highway 1, Ft. Pierce, Florida 34948 for the use and benefit of the FORT PIERCE UTILIITES AUTHORITY hereby conveys an undivided ½ interest to FLORIDA POWER & LIGHT COMPANY, whose address is 700 Universe Blvd., Juno Beach, Florida 33408, a Florida Corporation, grantee.

WITNESSETH, That said grantor, for and in consideration of the sum of ten and no/100 ($10.00) dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "C"

Subject to restrictions, reservations, and easements of record, if any, provided however that this reference shall not serve to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

Grantor covenants with Grantee that Grantor is lawfully seized of the property in fee simple on behalf of Fort Pierce Utilities Authority; that Grantor has good right and lawful authority to sell and convey the property; and that Grantor warrants the title to the property for any acts of Grantor and will defend it against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence:

CITY OF FT. PIERCE, FLORIDA,
a municipal corporation

By:_____
Linda Hudson, Mayor

_____
Linda Cox, City Clerk

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this___day of _____, 2018, by Linda Hudson, as Mayor and Linda Cox, as City Clerk, of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, who are personally known to me or who provided_____as identification and who did not take an oath..

_____
Notary Public, State of Florida at Large
Print Name:_____
My Commission Expires:_____
My Commission Number:_____

APPROVED AS TO FORM
AND CORRECTNESS

_____
Ben L. Bryan, City Attorney

EXHIBIT "C"

Three (3) parcels of land lying in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Parcel 1

The North 60 feet of the West one-half (W 1/2) of the East two-fifths (E 2/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 19, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 2

The North 60 feet of the East one-fifth (E 1/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 20, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 3

Easement created by Easement Deed granted by Violet Klatt and Bill R. Winchester, as a majority of the Special Trustees of the Revocable Trust Agreement created by Ernest F. Klatt, also known as Ernest Klatt, dated May 18, 1990, in favor of the City of Vera Beach, a municipal corporation of the State of Florida, said Easement dated March 18, 1993, recorded April 2, 1993, in Official Records Book 834, Page 2265, in the Public Records of St. Lucie County, Florida, over, across and upon the following described property situate in the County of St. Lucie, State of Florida and being more particularly bounded and described as follows:

The North 60 feet of the West one-third (W 1/3) of the East three-fifths (E 3/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 18, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

AND

The North 35 feet of the West 235 feet of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), LESS the West 235 feet thereof, in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northeast one-quarter (NE 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, lying West of the West right-of-way line of U.S. Highway No. 1, LESS the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) thereof in said Section 6.

Subject to the terms, provisions and conditions set forth in said Easement Deed.

OWNER'S AFFIDAVIT
NON-FOREIGN CERTIFICATE
AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

BEFORE ME, the undersigned authority, personally appeared Fort Pierce Utilities Authority (the "Seller"), ("Seller" refers to singular or plural as context requires) who, first being duly sworn, deposes and says:

A. OWNER'S AFFIDAVIT

1. Seller is the owner of the following described property (the "Property"):

   LEGAL DESCRIPTIONS ATTACHED HERETO AS COMPOSITE EXHIBIT 1

   Street Address: **2455 First Avenue S.E. Vero Beach, Florida 32962**

2. There is no outstanding contract for the sale of the property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.

3. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, or open and/or expired building permits on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; (except for mortgages described in the deed given by the undersigned); that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).

4. There have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

5. There are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment and the time of recording of the instruments evidencing the Buyer's fee simple or other interests in the Property; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

6. There are no judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property. Seller has complied with the Florida Sales Tax laws where applicable. Seller acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.

7. Seller is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

8. Seller represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor ("Seller") is a foreign person. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Seller:

1. Seller's Legal Name Is:

   Fort Pierce Utilities Authority

2. Seller's Home Address or Office Address if Corporation, Partnership or Trust:

   206 South 6th St., Ft. Pierce, Florida 34950

3. Seller is not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

In connection with the sale or exchange of the Property you are required by law to provide Chicago Title Insurance Agency, Inc. with your correct taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

4. Seller's Taxpayer Identification Number: (TIN or SSN for Individuals)

   59-1547357

5. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the property is Seller's (check one):
   - ☐ Principal Residence
   - x Other Real Estate

This taxpayer identification number is being provided in connection with a real estate transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or on behalf of the Seller, and that the number shown on this statement is Seller's correct TIN.

Seller states that this instrument is given for the express purpose of inducing Florida Power & Light Company to purchase the Property and to cause CHICAGO TITLE INSURANCE AGENCY, INC. as agents for CHICAGO TITLE INSURANCE COMPANY to insure title to said property. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this _____day of _____.

ATTEST:

_____
Secretary
(FPUA Seal)

CORRECTNESS:

FORT PIERCE UTILITIES AUTHORITY

BY:_____
Chairman

DATE:_____

APPROVED AS TO FORM &

BY:_____
Fort Pierce Utilities Authority Attorney

EXHIBIT "A"

Five (5) parcels of land lying in Section 31, Township 33 South, Range 40 East, Indian River County, Florida, and Section 36, Township 33 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Parcel 1

The South 404.00 feet of the Southwest one-quarter (SW 1/4) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying East of the East right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the East 25 feet thereof for road right-of-way purposes.

Parcel 2

Easement for the benefit of Parcel 1 over, under and across the following described parcel of land:

An easement 40 feet in width lying parallel and adjacent to the East right-of-way line of the Lateral "J" Canal extending from the North line of said Southwest one-quarter (SW 1/4) South to a point 416.82 feet North of the South line of said Southwest one-quarter (SW 1/4) as measured along the said right-of-way line of Lateral "J" Canal in Section 31, Township 33 South, Range 40 East, Indian River County, Florida.

Parcel 3

Tract "B", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

Parcel 4

Tract "C", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

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The North 25 feet of the South 145 feet of the Southwest one-quarter (SW 1/4) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying West of the West right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the West 40 feet thereof for road right-or-way purposes.

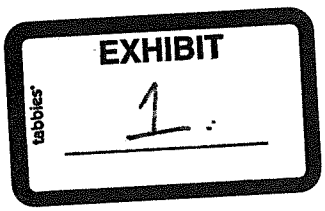


EXHIBIT "B"

Two (2) parcels of land lying in the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:

Parcel A

The South 200 feet of the South 863.18 feet of the North (N 1/2) of the Southeast (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, LESS the West 60 feet and the East 775 feet thereof.

Parcel B

The West 40 feet of the East 775 feet of the North 460 feet of the South 660 feet of the North (N 1/2) of the Southeast (SE 1/4) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida.

EXHIBIT "C"

Three (3) parcels of land lying in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Parcel 1

The North 60 feet of the West one-half (W 1/2) of the East two-fifths (E 2/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 19, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 2

The North 60 feet of the East one-fifth (E 1/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 20, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 3

Easement created by Easement Deed granted by Violet Klatt and Bill R. Winchester, as a majority of the Special Trustees of the Revocable Trust Agreement created by Ernest F. Klatt, also known as Ernest Klatt, dated May 18, 1990, in favor of the City of Vera Beach, a municipal corporation of the State of Florida, said Easement dated March 18, 1993, recorded April 2, 1993, in Official Records Book 834, Page 2265, in the Public Records of St. Lucie County, Florida, over, across and upon the following described property situate in the County of St. Lucie, State of Florida and being more particularly bounded and described as follows:

The North 60 feet of the West one-third (W 1/3) of the East three-fifths (E 3/5) of the North one-half (N 1/2) of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 18, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

AND

The North 35 feet of the West 235 feet of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), LESS the West 235 feet thereof, in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northeast one-quarter (NE 1/4) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, lying West of the West right-of-way line of U.S. Highway No. 1, LESS the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) thereof in said Section 6.

Subject to the terms, provisions and conditions set forth in said Easement Deed.

Second Amendment to Asset Purchase Agreement

This Second Amendment to Asset Purchase Agreement ("Amendment") to that certain Asset Purchase Agreement dated February 6, 2018; as amended from time to time (the "Agreement") by and between Fort Pierce Utilities Authority, a body politic and independent agency of the City of Fort Pierce, Florida as "Seller" and Florida Power & Light Company, a Florida corporation as "Buyer", is made and entered into this _____ day of December, 2018. Buyer and Seller are sometimes referred to herein collectively as the "Parties". Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

WHEREAS, the Parties have identified certain errors in the legal description of the Real Property attached to the Agreement as **Exhibit B** which they now wish to correct; and

WHEREAS, the Parties wish to amend the Agreement to address the matters described above.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit B. Exhibit B (legal description of Real Property) to the Agreement is hereby deleted in its entirety and replaced with **Exhibit B** to this Amendment, which exhibit is incorporated herein by reference.

2. Section 3.03(vii) is hereby deleted in its entirety.

3. Notwithstanding anything to the contrary contained in the Agreement the following provisions shall supplement the Agreement:

   3.1 Seller has requested and Buyer has agreed to convey a non-exclusive easement to Seller across certain parcels to be mutually agreed upon by the Parties. The form of easement is attached hereto as **Exhibit D**.

   3.2 Further, within ninety (90) days of Closing, Seller agrees to cause the release the encumbrances set forth in Chicago Title Insurance Company Commitment for Title Insurance, Commitment No. 40794, effective November 15, 2018 at 6:00 a.m. B-2(8) through (11) and (15).

4. Except as modified by this Second Amendment, all terms and provisions of the Agreement shall remain unchanged. From and after the date of this Second Amendment, all references to the Agreement shall mean the Agreement as modified by this Second Amendment.

5. This Second Amendment may be executed in counterparts, each of which is an original and all of which together shall constitute one and the same instrument.

6. Defined terms not defined herein shall have the meaning subscribed in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date and year first above written by their respective officers, duly authorized.

Witness: _____ Print Name:_____	**FLORIDA POWER & LIGHT COMPANY** By:_____ Sam Forrest, Vice President
Attest: _____ Print Name: Daniel M. DeIulio Title: Secretary	**FORT PIERCE UTILITIES AUTHORITY** By:_____ Print Name: Darryl T. Bey Title: Chairman

Exhibit B
Legal Descriptions of Real Property

Five (5) parcels of land lying in Section 31, Township 33 South, Range 40 East, Indian River County, Florida, and Section 36, Township 33 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Parcel 1

The South 404.00 feet of the Southwest one-quarter (SW ¼) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying East of the East right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the East 25 feet thereof for road right-of-way purposes.

Parcel 2

Easement for the benefit of Parcel 1 over, under and across the following described parcel of land:

An easement 40 feet in width lying parallel and adjacent to the East right-of-way line of the Lateral "J" Canal extending from the North line of said Southwest one-quarter (SW ¼) South to a point 416.82 feet North of the South line of said Southwest one-quarter (SW ¼) as measured along the said right-of-way line of Lateral "J" Canal in Section 31, Township 33 South, Range 40 East, Indian River County, Florida.

Parcel 3

Tract "B", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

Parcel 4

Tract "C", VERO BEACH HIGHLANDS UNIT FIVE, according to the Plat thereof, as recorded in Plat Book 8, Page 56, of the Public Records of Indian River County, Florida.

Parcel 5

The North 25 feet of the South 145 feet of the Southwest one-quarter (SW ¼) of Section 31, Township 33 South, Range 40 East, Indian River County, Florida, lying West of the West right-of-way line of Lateral "J" Canal, LESS AND EXCEPT therefrom the West 40 feet thereof for road right-of-way purposes.

AND

CHICAGO TITLE INSURANCE AGENCY, INC.

Two (2) parcels of land lying in the North one-half (N ½) of the Southeast one-quarter (SE ¼) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:

Parcel A

The South 200 feet of the South 863.18 feet of the North (N ½) of the Southeast (SE ¼) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida, LESS the West 60 feet and the East 775 feet thereof.

Parcel B

The West 40 feet of the East 775 feet of the North 460 feet of the South 660 feet of the North (N ½) of the Southeast (SE ¼) in Section 10, Township 34 South, Range 39 East, St. Lucie County, Florida.

AND

Three (3) parcels of land lying in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Parcel 1

The North 60 feet of the West one-half (W ½) of the East two-fifths (E 2/5) of the North one-half (N ½) of the North one-half (N ½) of the Northeast one-quarter (NE ¼) of the Northeast one-quarter (NE ¼) of the Northwest one-quarter (NW ¼) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 19, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 2

The North 60 feet of the East one-fifth (E 1/5) of the North one-half (N ½) of the North one-half (N ½) of the Northeast one-quarter (NE ¼) of the Northeast one-quarter (NE ¼) of the Northwest one-quarter (NW ¼) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 20, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

Parcel 3

Easement created by Easement Deed granted by Violet Klatt and Bill R. Winchester, as a majority of the Special Trustees of the Revocable Trust Agreement created by Ernest F. Klatt, also known as Ernest Klatt, dated May 18, 1990, in favor of the City of Vero Beach, a municipal corporation of the State of Florida, said Easement dated March 18, 1993, recorded April 2, 1993, in Official Records Book **834**, Page **2265**, in the Public Records of St. Lucie County, Florida, over, across and upon the following described property situate in the County of St. Lucie, State of Florida and being more particularly bounded and described as follows:

The North 60 feet of the West one-third (W 1/3) of the East three-fifths (E 3/5) of the North one-half (N ½) of the North one-half (N ½) of the Northeast one-quarter (NE ¼) of the Northeast one-quarter (NE ¼) of the Northwest one-quarter (NW ¼) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida. (Also identified as Tract 18, as shown on Location Map "A" as drawn by McLaughlin Engineering Co., dated April 8, 1966.)

AND

The North 35 feet of the West 235 feet of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of the Northeast one-quarter (NE ¼) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of the Northeast one-quarter (NE ¼), LESS the West 235 feet thereof, in Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida.

AND

The North 60 feet of the Northeast one-quarter (NE ¼) of Section 6, Township 34 South, Range 40 East, St. Lucie County, Florida, lying West of the West right-of-way line of U.S. Highway No. 1, LESS the Northwest one-quarter NW ¼) of the Northwest one-quarter (NW ¼) of the Northeast one-quarter (NE ¼) thereof in said Section 6.

Subject to the terms, provisions and conditions set forth in said Easement Deed.

Exhibit D

Form of Easement to Fort Pierce

Return To:
R.N. Koblegard, III, Esq. Courthouse Box.

This Instrument Prepared By:
R.N. Koblegard, III, Esquire
200 South Indian River Drive, #201
Fort Pierce, FL 34950

Property Appraisers Parcel ID (Folio) Number(s):

_____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Florida Power & Light Company**, a Florida Corporation ("GRANTOR"), for and in consideration of the sum of One Dollar and other consideration, the receipt and sufficiency of which are hereby acknowledged, paid by Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, 206 South Sixth Street, Fort Pierce, Florida ("GRANTEE"), a municipal corporation under the laws of the State of Florida, does hereby convey and grant to the City of Fort Pierce, Florida, for the use and benefit of Fort Pierce Utilities Authority, a non-exclusive easement for the installation, maintenance, operation, repair , replacement and/or removal of their municipal-owned electric, water, sewer and natural gas utilities, in , under, upon, along, over and across the following-described land in St. Lucie County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Easement Area")

Access to the Easement Area over the adjoining lands of the GRANTOR is hereby granted. The GRANTEE may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement and/or removal of said utilities. Patrolling said easement shall not constitute grounds for a claim for damage.

The GRANTOR reserves the use of Easement Area for any use not inconsistent with the rights granted herein. No building shall be placed or erected on the Easement Area by Grantor or Grantee.

The GRANTEE will indemnify and save the GRANTOR harmless from any damages, injuries, losses, claims, demands or costs proximately caused by the sole fault or negligence of the GRANTEE, its representatives, subcontractors or agents in the installation, maintenance, operation , repair, replacement and/or removal of said utilities and the equipment and facilities connected therewith, over the Easement Area. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability of otherwise, the obligations of GRANTEE under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arouse out of an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that sections existed on the date of this Easement.

The undersigned hereby covenants and warrant that it owns land described as the Easement Area in fee, and has the right to grant this Easement.

IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be executed this ____ day of December, 2018.

Executed in the presence of:

GRANTOR:
Florida Power & Light Company,
a Florida corporation

_____
Name: _____

By: _____
Name: Sam Forrest
Title: Vice President Energy Marketing & Trading

_____
Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

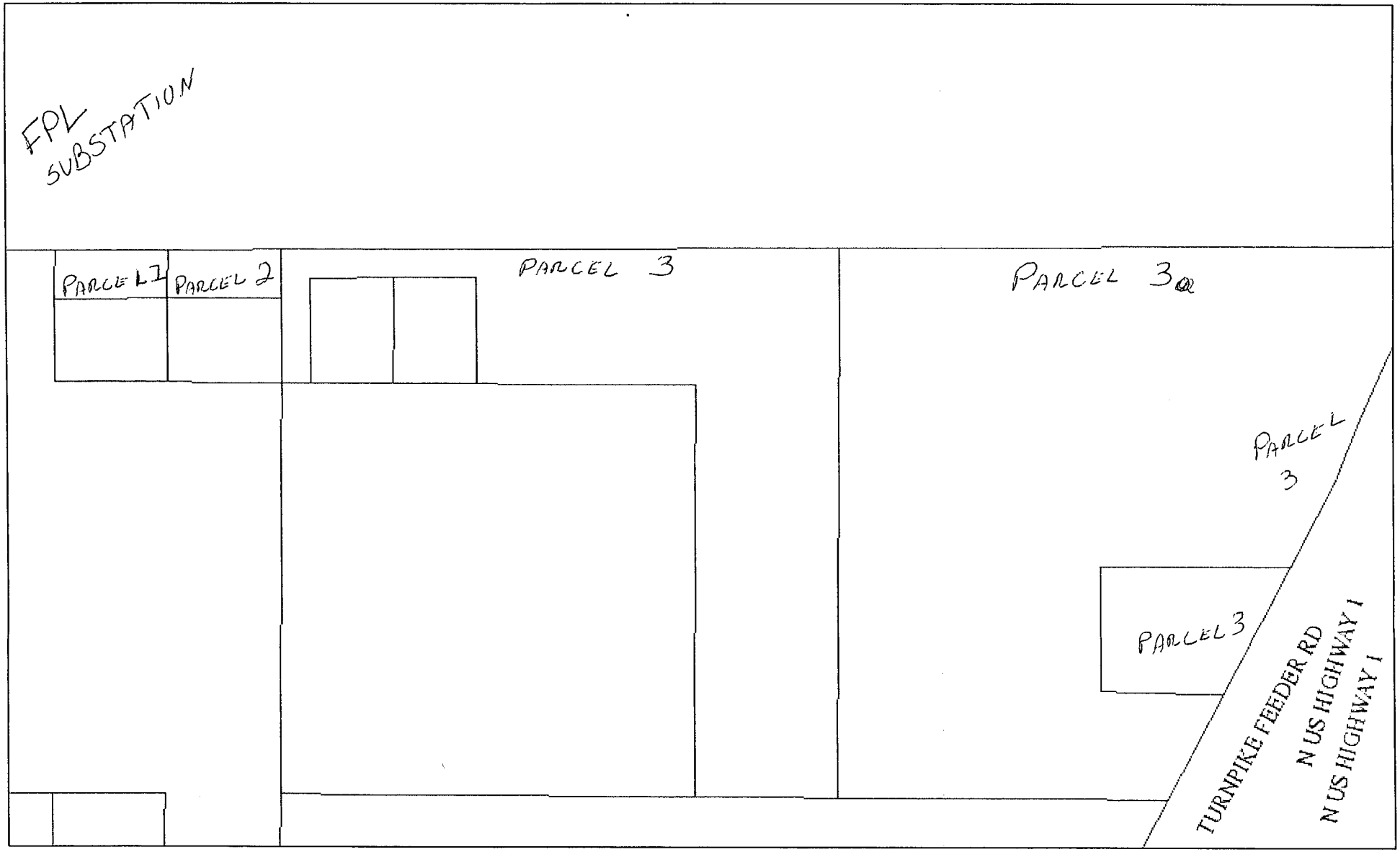
On this _____ day of December, 2018, before me, the undersigned notary public, personally appeared Sam Forrest, as Vice President of Energy Marketing and Trading for Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC, STATE OF FLORIDA

Michelle Franklin, CFA - Saint Lucie County Property Appraiser



December 19, 2018

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.