

**RETURN TO FOLLOWING
RECORDING:**

Florida Power & Light Company
700 Universe Boulevard LAW/JB
Juno Beach, FL 33408
Attention Corporate Real Estate

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3944330 04/15/2014 at 10:14 AM
OR BOOK 3621 PAGE 2274 - 2306 Doc Type: DEC
RECORDING: \$282.00

This instrument prepared by:

ARCADIS U.S., Inc.
14025 Riveredge Drive, Suite 600
Tampa, Florida 33637

Property Appraisers Parcel Identification:

This space for Recording Data

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "**Declaration**") is made this 15 day of August, 2013, by Florida Power & Light Company, on behalf of itself and as agent for Orlando Utilities Commission and Florida Municipal Power Agency (St. Lucie Project) (collectively "**GRANTOR**") and the Florida Department of Environmental Protection ("**FDEP**"). Grantor and FDEP are sometimes collectively referred to herein as the "**Parties**" and individually as the "**Party**". Orlando Utilities Commission and Florida Municipal Power Agency (St. Lucie Project) are referred to sometimes collectively as "**Principals**" of Florida Power & Light Company.

RECITALS

- A. GRANTOR is the fee simple owner of certain real property situated in the County of St. Lucie, State of Florida, more particularly described in that certain deed recorded on July 31, 1968 in the Public Records of St. Lucie County, Florida in Official Record Book 172, Page 2852, Official Record Book 346, Page 2123, Official Record Book 400, Page 2820, Instrument Number 169217 (the "**Property**").

- B. The FDEP Facility Identification Numbers for the Property are COMET Site #288496 (Main Transformer Area) and COMET Site #288256 (Unit 1 and Unit 2 Turbine Lube Oil Sites) as reflected in the Amended Agreement (05-0242) and Amended Consent Order (93-2924) dated June 29, 2010 by and between the State of Florida Department of Environmental Protection and Florida Power and Light Company. The facility name for the portion of the Property that is the subject of this Declaration is the **"Unit 1 and Unit 2 Transformer Areas and Unit 1 and Unit 2 Turbine Lube Oil Sites"**.
- C. The Unit 1 and Unit 2 Main Transformer Areas and Unit 1 and Unit 2 Turbine Lube Oil Sites portion of the Property is more particularly shown in a Special Purpose Survey of a Portion of Section 16/36/41 F.P.L. Hutchinson Island Power Plant prepared by Wilbur F. Divine, Professional Surveyor and Mapper, dated January 5, 2011., with the **"GroundWater Restriction Area," "SECURITY FENCE AREA," "UNIT 1 TURBINE LUBE OIL CAPPED AREA,"** and **"UNIT 2 TURBINE LUBE OIL CAPPED AREA"** (included herein as Exhibit "A") within the Unit 1 and Unit 2 Main Transformer Areas and Unit 1 and Unit 2 Turbine Lube Oil Sites of the Property being more particularly described in that Special Purpose Survey as follows:

GROUND WATER RESTRICTION AREA

BEING A PARCEL OF LAND LYING IN FRACTIONAL SECTION 16, TOWNSHIP 36 SOUTH, RANGE 41 EAST, SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 9409-107; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 29°06'18" EAST, A DISTANCE OF 810.11 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 60°53'42" WEST, A DISTANCE OF 1,134.50 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 60°58'08" WEST, A DISTANCE OF 318.12 FEET; THENCE NORTH 26°44'53" WEST, A DISTANCE OF 81.43 FEET; THENCE NORTH 73°16'49" WEST, A DISTANCE OF 69.90 FEET; THENCE NORTH 29°03'21" WEST, A DISTANCE OF 1.50 FEET; THENCE NORTH 60°48'57" EAST, A DISTANCE OF 67.08 FEET; THENCE NORTH 29°25'50" WEST, A DISTANCE OF 111.98 FEET; THENCE SOUTH 60°48'57" WEST, A DISTANCE OF 66.35 FEET; THENCE NORTH 29°03'21" WEST, A DISTANCE OF 187.87 FEET; THENCE NORTH 60°48'57" EAST, A DISTANCE OF 66.53 FEET; THENCE NORTH 29°05'32" WEST, A DISTANCE OF 130.40 FEET; THENCE SOUTH 60°57'51" WEST, A DISTANCE OF

66.46 FEET; THENCE NORTH 29°11'03" WEST, A DISTANCE OF 207.67 FEET; THENCE NORTH 60°41'12" EAST, A DISTANCE OF 363.53 FEET; THENCE SOUTH 29°05'48" EAST, A DISTANCE OF 772.56 FEET TO THE POINT OF BEGINNING

SECURITY FENCE AREA

BEING A PARCEL OF LAND LYING IN FRACTIONAL SECTION 16, TOWNSHIP 36 SOUTH, RANGE 41 EAST, SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 9409-107; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 29°06'18" EAST, A DISTANCE OF 361.47 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 29°06'18" EAST, A DISTANCE OF 240.20 FEET; THENCE SOUTH 61°31'09" WEST, A DISTANCE OF 68.29 FEET; THENCE SOUTH 27°54'51" EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 59°59'21" WEST, A DISTANCE OF 79.98 FEET; THENCE SOUTH 16°07'34" WEST, A DISTANCE OF 228.16 FEET; THENCE SOUTH 27°33'41" EAST, A DISTANCE OF 28.90 FEET; THENCE SOUTH 28°42'33" EAST, A DISTANCE OF 221.58 FEET; THENCE SOUTH 60°09'32" WEST, A DISTANCE OF 68.70 FEET; THENCE SOUTH 28°52'51" EAST, A DISTANCE OF 281.35 FEET; THENCE NORTH 68°44'07" EAST, A DISTANCE OF 7.28 FEET; THENCE SOUTH 29°14'54" EAST, A DISTANCE OF 440.58 FEET; THENCE SOUTH 61°00'16" WEST, A DISTANCE OF 215.41 FEET; THENCE SOUTH 61°03'17" WEST, A DISTANCE OF 245.91 FEET; THENCE NORTH 28°40'13" WEST, A DISTANCE OF 20.56 FEET; THENCE NORTH 28°48'39" WEST, A DISTANCE OF 45.78 FEET; THENCE SOUTH 60°52'48" WEST, A DISTANCE OF 393.73 FEET; THENCE SOUTH 60°54'42" WEST, A DISTANCE OF 357.07 FEET; THENCE SOUTH 61°00'14" WEST, A DISTANCE OF 331.57 FEET; THENCE NORTH 28°30'42" WEST, A DISTANCE OF 358.89 FEET; THENCE NORTH 28°29'40" WEST, A DISTANCE OF 486.62 FEET; THENCE NORTH 28°36'23" WEST, A DISTANCE OF 376.39 FEET; THENCE NORTH 51°12'27" WEST, A DISTANCE OF 256.20 FEET; THENCE NORTH 10°50'59" EAST, A DISTANCE OF 64.04 FEET; THENCE NORTH 15°54'36" EAST, A DISTANCE OF 305.11 FEET; THENCE NORTH 60°46'34" EAST, A DISTANCE OF 137.42 FEET; THENCE NORTH 28°35'15" WEST, A DISTANCE OF 89.71 FEET; THENCE NORTH 16°02'52" EAST, A DISTANCE OF 148.37 FEET; THENCE NORTH 63°18'22" EAST, A DISTANCE OF 264.18 FEET; THENCE SOUTH 34°13'18" EAST, A DISTANCE OF 145.47 FEET; THENCE NORTH 60°58'33" EAST, A DISTANCE OF 293.62 FEET; THENCE NORTH 29°32'00" WEST, A DISTANCE OF

25.16 FEET; THENCE NORTH 60°44'10" EAST, A DISTANCE OF 115.72 FEET; THENCE NORTH 76°53'45" EAST, A DISTANCE OF 142.43 FEET; THENCE SOUTH 29°15'22" EAST, A DISTANCE OF 66.40 FEET; THENCE NORTH 62°02'17" EAST, A DISTANCE OF 59.09 FEET; THENCE NORTH 68°38'56" EAST, A DISTANCE OF 60.46 FEET; THENCE NORTH 80°12'14" EAST, A DISTANCE OF 65.89 FEET; THENCE NORTH 88°03'43" EAST, A DISTANCE OF 34.54 FEET; THENCE SOUTH 81°29'17" EAST, A DISTANCE OF 60.35 FEET; THENCE SOUTH 77°49'20" EAST, A DISTANCE OF 60.10 FEET; THENCE SOUTH 74°30'45" EAST, A DISTANCE OF 254.28 FEET; THENCE SOUTH 83°03'01" EAST, A DISTANCE OF 54.03 FEET; THENCE NORTH 75°04'15" EAST, A DISTANCE OF 40.83 FEET; THENCE NORTH 62°18'53" EAST, A DISTANCE OF 109.44 FEET TO THE POINT OF BEGINNING.

UNIT 1 TURBINE LUBE OIL CAPPED AREA

BEING A PARCEL OF LAND LYING IN FRACTIONAL SECTION 16, TOWNSHIP 36 SOUTH, RANGE 41 EAST, SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 9409-107; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 29°06'18" EAST, A DISTANCE OF 255.94 FEET; THENCE SOUTH 60°53'42" WEST, A DISTANCE OF 1,267.82 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 60°19'13" WEST, A DISTANCE OF 32.80 FEET; THENCE NORTH 29°40'47" WEST, A DISTANCE OF 24.70 FEET; THENCE SOUTH 60°19'13" WEST, A DISTANCE OF 5.48 FEET; THENCE NORTH 29°07'33" WEST, A DISTANCE OF 45.39 FEET; THENCE NORTH 60°52'27" EAST, A DISTANCE OF 37.85 FEET; THENCE SOUTH 29°40'47" EAST, A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

UNIT 2 TURBINE LUBE OIL CAPPED AREA

BEING A PARCEL OF LAND LYING IN FRACTIONAL SECTION 16, TOWNSHIP 36 SOUTH, RANGE 41 EAST, SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF

WAY MAP, SECTION 9409-107; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 29°06'18" EAST, A DISTANCE OF 568.83 FEET; THENCE SOUTH 60°53'42" WEST, A DISTANCE OF 1,268.02 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 60°41'34" WEST, A DISTANCE OF 37.06 FEET; THENCE NORTH 29°26'05" WEST, A DISTANCE OF 7.91 FEET; THENCE NORTH 88°35'22" WEST, A DISTANCE OF 3.88 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 21.20 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°35'22" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°31'02", A DISTANCE OF 23.13 FEET TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 28°53'37" EAST, A DISTANCE OF 4.10 FEET; THENCE NORTH 29°26'05" WEST, A DISTANCE OF 9.30 FEET; THENCE NORTH 60°33'55" EAST, A DISTANCE OF 37.06 FEET; THENCE SOUTH 29°26'05" EAST, A DISTANCE OF 43.44 FEET TO THE POINT OF BEGINNING.

D. In the Amended Agreement (05-0242) and Amended Consent Order (93-2924) by and between the State of Florida Department of Environmental Protection and GRANTOR, the Main Transformer Area was assigned COMET Site # 288496 and was associated with the following release:

1. Legacy mineral oil dielectric fluid spills discovered at the Unit 1 and Unit 2 Main Transformer Areas during remediation activities from a minor spill dated May 30, 2007.

E. In the Amended Agreement (05-0242) and Amended Consent Order (93-2924) by and between the State of Florida Department of Environmental Protection and GRANTOR, the Unit 1 and Unit 2 TLO Sites were assigned COMET Site # 288256 in association with the following releases:

1. July 23, 2004 discovery of total recoverable petroleum hydrocarbons (TRPH) and arsenic in soils at the Unit 1 and Unit 2 TLO Sites;
2. March 24, 2005 discovery of lube oil in the groundwater at the Unit 1 TLO Site;
3. March 6, 2006 discharge of 70 gallons of lube oil at the Unit 1 TLO Site; and
4. October 14, 2007 discharge of 80 gallons of lube oil at the Unit 2 TLO Site.

F. Current data reflects that Mineral Oil constituents were detected on river rock that is used immediately beneath the transformers; however, the compacted soil below the river rocks has not been sampled because this area is not accessible. Ground water monitoring wells installed down-gradient of the transformer areas do not indicate the presence of mineral oil constituents. For the Unit 1 and Unit 2 Turbine Lube Oil Sites, current data reflects that total recoverable petroleum

hydrocarbons and arsenic in soil and arsenic in groundwater are the only constituents currently above applicable cleanup target levels. The discharge of constituents on the Property is documented in the following reports (collectively, the "**Reports**") that are incorporated by reference:

1. Work Plan to Obtain Approval of a Site Rehabilitation Completion Order with Controls dated September 22, 2011, submitted by ARCADIS U.S., Inc.; and,
 2. Amended Agreement (05-0242) and Amended Consent Order (93-2924).
- G. The Reports set forth the nature and extent of the contamination that is currently located on the Property. These Reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. These reports further document the following:
1. Free product has not been detected in the Unit 1 and Unit 2 Main Transformer Areas. Free product has been detected at the Unit 1 Turbine Lube Oil Site, but free product removal is not feasible in this area. In addition, data indicate that a minimal volume of free product is isolated to a small area, sorbed to soil, and relatively immobile;
 2. Constituents have been detected adhered to the river rock beneath the transformers; however, sampling of soil below the river rocks is not feasible. Total recoverable petroleum hydrocarbons and arsenic have been detected in soil above cleanup target levels at the Unit 1 and Unit 2 Turbine Lube Oil Sites; and,
 3. Mineral Oil constituents in groundwater have not been detected at the Unit 1 and Unit 2 Main Transformer Areas. Arsenic in groundwater at the Unit 1 and Unit 2 Turbine Lube Oil Sites is above the cleanup target level, and the area of affected groundwater is stable.
- H. It is the intent of the Parties that the restrictions found in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to contaminants, and to reduce or eliminate the threat of migration of the contaminants.
- I. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (the "**Order**") upon recording of this Declaration.
- J. The Parties acknowledge that FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chemicals identified in the Order exceed the levels approved in the Order, or if a subsequent discharge occurs on the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP COMET Site

#288496 and COMET Site #288256, can be found by contacting the appropriate FDEP district office or bureau.

- K. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Groundwater Restriction Areas of the Property and Engineering Controls as more particularly described in **Paragraph C** of the recitals above be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned Parties, GRANTOR agrees as follows:

1. The Parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR, for itself, its Principals, successors, grantees and assigns, hereby imposes on the Unit 1 and Unit 2 Main Transformer Areas and Unit 1 and Unit 2 Turbine Lube Oil Sites on the Property the following restrictions and requirements:
 - a. The use of groundwater from under the Groundwater Restriction Area is prohibited.
 - b. Drilling for water on the Groundwater Restriction Area is prohibited.
 - c. The installation of wells on the Groundwater Restriction Area, other than monitoring wells that have been pre-approved, in writing, by FDEP's Division of Waste Management (DWM), and as applicable, the Division of Water Resource Management and the Water Management Districts, is prohibited.
 - d. The installation of stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restriction Area is prohibited.
 - e. All dewatering activities on the Groundwater Restriction Area must be conducted pursuant to a plan approved by FDEP's DWM in order to ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
 - f. The area of soil contamination as located on the portion of the Property described as "Unit 1 Turbine Lube Oil Capped Area" and "Unit 2 Turbine Lube Oil Capped Area" in Exhibit A, shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure and/or 6-inch thick concrete.

- g. Excavation and construction deeper than two feet below land surface is not prohibited on the "Unit 1 Turbine Lube Oil Capped Area" and "Unit 2 Turbine Lube Oil Capped Area" provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.
 - h. The "Security Fence" in Exhibit A shall be maintained to limit public access to the Unit 1 and Unit 2 Main Transformer Areas and Unit 1 and Unit 2 Turbine Lube Oil Sites.
- 3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns; provided, however, that for purposes of FDEP's or any other enforcement of the terms of this Declaration, it is acknowledged that Florida Power & Light Company has been designated as the agent of Orlando Utilities Commission and Florida Municipal Power Agency (St. Lucie Project) and pursuant to that designation has sole responsibility for all representations set forth herein on behalf of GRANTOR and for carrying out and complying with all obligations of GRANTOR as set forth herein.
 - 4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR.
 - 5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land, appear in the title to the Property, and shall apply to, and be binding upon and inure to the benefit of, GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in herein. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions.
 - 6. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days.

7. GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
8. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify, in writing, all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.
9. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. No modification of this Declaration shall be effective unless in writing and executed by the Parties or their respective successors, and recorded by the real property owner in the Public Records of St. Lucie County, Florida.
10. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
11. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this Declaration of Restrictive Covenants on the use of the Property. *[Remainder of page intentionally blank; signature pages follow]*

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed, this 15 day of August, 2013.

GRANTOR
FLORIDA POWER & LIGHT COMPANY

By: [Signature]
Name: Title: Joseph Jensen
Site Vice President, St. Lucie
Nuclear Plant
Full Mailing Address: 6501 S. Ocean Drive
Jensen Beach, FL 34957

Signed, sealed and delivered in the presence of:

[Signature] Date: 8/15/13
Witness

Print Name: _____
[Signature] Date: 8/15/13
Witness

Print Name: Terri L. Taylor

STATE OF FLORIDA

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15 day of August, 2013, by Joseph Jensen

_____ of FLORIDA POWER AND LIGHT COMPANY.
Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



[Signature]
Signature of Notary Public

IN WITNESS WHEREOF, OUC has caused this instrument to be executed, this 20th day of March, 2013.

ORLANDO UTILITIES COMMISSION

By: [Signature]

Name: Title: Kenneth P. Ksionek
General Manager & CEO

Full Mailing Address: 100 West Anderson
Street, Orlando, FL 32801

Approved as to form and legality
OUC Legal Department

DATE: 3/20/13 BY: WCB

Signed, sealed and delivered in the presence of:

[Signature] Date: 3-20-13
Witness

Print Name: ELIZABETH M. MASON
[Signature] Date: 3/20/13
Witness

Print Name: Marlene I. Mendoza

STATE OF FLORIDA

COUNTY OF ORANGE)

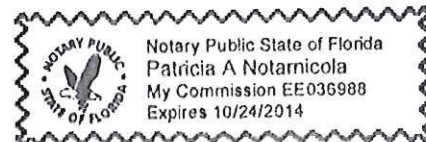
The foregoing instrument was acknowledged before me this 20th day of March, 2013, by Kenneth P. Ksionek,

General Manager & CEO of ORLANDO UTILITIES COMMISSION.

Personally Known ☒ OR Produced Identification [Signature]

Type of Identification Produced [Signature]

Signature of Notary Public



IN WITNESS WHEREOF, FMPA has caused this instrument to be executed, this 18th day of April, 2013.

FLORIDA MUNICIPAL POWER AGENCY

By: Nicholas Guarriello
Name: Title: Nicholas Guarriello
General Manager & CEO
Full Mailing Address: 8553 Commodity Circle
Orlando, FL 32819

Signed, sealed and delivered in the presence of:

Tom Reedy Date: 4/19/13
Witness

Print Name: Tom Reedy
[Signature] Date: 4/19/13
Witness

Print Name: Frank Gaffney

(STATE OF FLORIDA

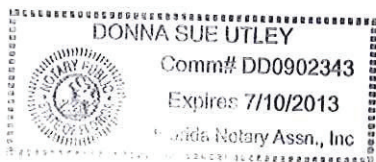
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18th day of April, 2013, by Nicholas P. Guarriello,

General Manager + CEO of FLORIDA MUNICIPAL POWER AGENCY.
Personally Known ☒ OR Produced Identification _____.

Type of Identification Produced _____.

Donna Sue Utley
Signature of Notary Public



Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [Signature]

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 6th day of March, 2013.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Name: Jorge R. Caspary
Title: Division Director
Please insert the correct information

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date: 3/6/14
Print Name: Melody Johnson

Witness: [Signature] Date: 3/6/14
Print Name: Wayne S. Riger

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of MARCH, 20 14, by
JORGE R. CASPARY as representative for the Florida

Department of Environmental Protection.

Personally Known ☒ OR Produced Identification N/A

Type of Identification Produced _____



[Signature]
Signature of Notary Public

JUDITH PENNINGTON
Print Name of Notary Public

Commission No. EE 22582

Commission Expires: 09/10/14