

**STATE OF FLORIDA
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



Conditions of Certification

**Florida Power and Light Company
Riviera Beach Energy Center**

PA09-54D

July 30, 2018

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SECTION A: GENERAL CONDITIONS

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I. SCOPE

A. Pursuant to the Florida Electrical Power Plant Siting Act (PPSA), Sections 403.501-518, Florida Statutes (F.S.), and Chapter 62-17, Florida Administrative Code (F.A.C.), this certification is issued to Florida Power and Light Company (FPL) as owner/operator and Licensee of the Riviera Beach Energy Center (RBEC). Subject to the requirements contained in these Conditions of Certification (Conditions), FPL will operate a nominal 1,250-megawatt (MW) facility consisting of one combined cycle unit (Unit 5), comprised of three combustion turbines with associated heat recovery generators, a single steam turbine-electric generator, and associated facilities as described in the site certification application (SCA). The electric generating unit is on 39-acres east of U.S. Highway 1 (inclusive of submerged lands and intake culvert and oil pipeline easements) with transmission lines on an additional seven acres to the west of U.S. Highway 1, for a total of a 46-acre site at 300 Broadway Avenue in the City of Riviera Beach, with a small portion in the City of West Palm Beach, Palm Beach County, Florida. The UTM coordinates are: Zone 17; 594.249 kilometers (km) East; 2,960.632 km North; and the latitude/longitude coordinates are: 26°45'55" North/80°03'09" West. The Department does not intend, solely by the incorporation of these General Conditions, to require the retrofitting of existing Certified Facilities.

B. The Certified Facility includes, but is not limited to, the following major associated facilities;

1. Cooling water intake culvert located on the property owned by the Port of Palm Beach;
2. Switchyards; 138 kilovolts (kV) and 230 kV;
3. Manatee Viewing Center;
4. An off-site construction laydown and parking area that will be located on FPL owned property, west of U.S. Highway 1;
5. Riviera Beach Lateral Natural Gas Pipeline Corridor; and,
6. Electric Driven Natural Gas Compressor Station and/or associated Sailfish Substation.

C. These Conditions, unless specifically amended or modified, are binding upon the Licensee and shall apply to the construction, operation, and maintenance of the Certified Facility. If a conflict should occur between the design criteria of this Certified Facility and the Conditions, the Conditions shall prevail unless amended or modified. In any conflict between any of these Conditions, the more specific condition governs.

D. Within 60 days after completion of construction of the electrical power plant as defined by 403.503(14), F.S., but excluding off-site linear and non-linear associated facilities, the Licensee shall provide to the Department, in .pdf format, a survey map signed by a professional land surveyor, or acceptable equivalent documentation, such as an official legal description, delineating the boundaries of the site as defined by Section 403.503(28), F.S.; and, an aerial photograph delineating the boundaries of the site. The survey map and aerial photograph shall be identified as the Site Delineation and attached, hereto, as part of Attachment A (Maps).

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The Licensee shall notify the Department of any change to the site boundary depicted in the Site Delineation in Attachment A (Maps). The notification shall be accompanied by an updated land survey map (or legal description) and aerial photograph delineating the new boundaries of the site for review by the Department. Absent the above description/delineation of the site, the Department will consider the perimeter fence line of the property on which the electrical power plant's generating facility and on-site support facilities are located to be the boundaries of the site.

E. If both certified and uncertified facilities lie within the boundaries of the site, the Licensee shall also comply with the requirements of this paragraph. Within 60 days after completion of construction of the plant and on-site associated facilities, but excluding off-site linear and non-linear associated facilities, the Licensee shall provide to the Department, in .pdf format, acceptable documentation identifying the certified facilities within the site such as an aerial photograph identifying these. Certified facilities identified within the site shall include both the certified electrical power plant's generating facilities as defined in Section 403.503(28), F.S., and its on-site certified associated facilities (including on-site linear facilities) as defined by Section 403.503(7), F.S. The document shall be known as the Certified Facilities Identification of the Site and attached, hereto, as part of Attachment A (Maps).

F. Within 120 days after completion of construction of any new off-site associated non-linear facilities, the Licensee shall provide to the Department, in .pdf format, a survey map signed by a professional land surveyor, or acceptable equivalent documentation such as an official legal description, delineating the boundaries of the certified areas for each off-site non-linear Certified Facility; and, an aerial photograph delineating the boundaries of the certified area for each off-site non-linear certified Facility. The survey map(s) and aerial photograph(s) shall be known as the Delineation of the Certified Areas of the Offsite Non-Linear Facilities and attached, hereto, as part of Attachment A (Maps).

G. Within 180 days after completion of construction of any new off-site associated linear facilities, as defined by Section 403.503(7), F.S., the Licensee shall provide; an aerial photograph(s)/map(s), at a scale of at least 1:400, or acceptable equivalent documentation such as an official legal description or survey map(s) signed by a professional land surveyor, delineating the boundaries of the certified area for the linear facilities, following acquisition of all necessary property interests and the corridor narrowing as described in Section 403.503(11), F.S., which shall be known as the Delineation of Certified Off-Site Linear Facilities and attached as part of Attachment A (Maps).

Following any post-certification approvals that require a change to the boundaries of the certified area(s) depicted in the Delineation of Certified Off-Site Linear Facilities in Attachment A (Maps), the Licensee shall submit an updated aerial photograph/map, survey map, or legal description.

[Sections 403.511 and 403.5113, F.S.; subsections 62-4.160(1-2) and 62-17.205(2), F.A.C.]

II. APPLICABLE DEPARTMENT RULES

The construction, operation, and maintenance of the Certified Facility shall be in accordance with all applicable non-procedural provisions of the F.S. and the F.A.C., including, but not limited to, the applicable non-procedural portions of the following Department regulations, except to the extent a variance, exception, exemption or other relief is granted in the

SECTION A: GENERAL CONDITIONS

final order of certification or in a subsequent modification to the Conditions, under any federal permit, or as otherwise provided under Chapter 403:

Florida Administrative Code:

- 18-2 (Management of Uplands Vested in the Board of Trustees)
- 18-14 (Administrative Fines for Damaging State Lands)
- 18-20 (Aquatic Preserves)
- 18-21 (Sovereign Submerged Lands Management)
- 62-4 (Permits)
- 62-17 (Electrical Power Plant Siting)
- 62-40 (Water Resource Implementation Rule)
- 62-150 (Hazardous Substance Release Notification)
- 62-160 (Quality Assurance)
- 62-204 (Air Pollution Control-General Provisions)
- 62-210 (Stationary Sources-General Requirements)
- 62-212 (Stationary Sources-Preconstruction Review)
- 62-213 (Operation Permits for Major Sources of Air Pollution)
- 62-214 (Requirements for Sources Subject to the Federal Acid Rain Program)
- 62-256 (Open Burning)
- 62-296 (Stationary Sources-Emission Standards)
- 62-297 (Stationary Sources-Emission Monitoring)
- 62-302 (Surface Water Quality Standards)
- 62-303 (Identification of Impaired Surface Waters)
- 62-304 (Total Maximum Daily Loads)
- 62-330 (Environmental Resource Permitting)
- 62-340 (Delineation of the Landward Extent of Wetlands and Surface Waters)
- 62-342 (Mitigation Banks)
- 62-345 (Uniform Mitigation Assessment Method)
- 62-520 (Groundwater Classes, Standards, and Exemptions)
- 62-528 (Underground Injection Control)
- 62-531 (Water Well Contractor Licensing Requirements)
- 62-532 (Water Well Permitting and Construction Requirements)
- 62-550 (Drinking Water Standards, Monitoring, and Reporting)
- 62-555 (Permitting, Construction, Operation, and Maintenance of Public Water Systems)
- 62-560 (Requirements for Public Water Systems That Are Out of Compliance)
- 62-600 (Domestic Wastewater Facilities)
- 62-601 (Domestic Wastewater Treatment Plant Monitoring)
- 62-604 (Collection Systems and Transmission Facilities)
- 62-610 (Reuse of Reclaimed Water and Land Application)
- 62-620 (Wastewater Facility and Activities Permitting)
- 62-621 (Generic Permits)
- 62-650 (Water Quality Based Effluent Limitations)
- 62-660 (Industrial Wastewater Facilities)
- 62-699 (Classification and Staffing of Water or Domestic Wastewater Treatment Plants and Water Distribution Systems)
- 62-701 (Solid Waste Management Facilities)

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62-710 (Used Oil Management)
62-713 (Soil Treatment Facilities)
62-730 (Hazardous Waste)
62-737 (Management of Spent Mercury-Containing Lamps and Devices Destined for Recycling)
62-740 (Petroleum Contact Water)
62-761 (Underground Storage Tank Systems)
62-762 (Aboveground Storage Tank Systems)
62-769 (Florida Petroleum Liability and Restoration Insurance Program)
62-777 (Contaminant Clean-Up Target Levels)
62-780 (Contaminated Site Clean Up Criteria)
62-814 (Electric and Magnetic Fields)

III. REVISIONS TO DEPARTMENT STATUTES AND RULES

A. The Licensee shall comply with rules adopted by the Department subsequent to the issuance of the certification under the PPSA which prescribe new or stricter criteria, to the extent that the rules are applicable to electrical power plants. Except when express variances, exceptions, exemptions, or other relief have been granted, subsequently adopted Department rules which prescribe new or stricter criteria shall operate as automatic modifications to the certification.

B. Upon written notification to the Department, the Licensee may choose to operate the certified electrical power plant in compliance with any rule subsequently adopted by the Department which prescribes criteria more lenient than the criteria required by the terms and conditions in the certification which are not site-specific.

[Section 403.511(5)(a) and (b), F.S.; subsection 62-4.160(10), F.A.C.]

IV. DEFINITIONS

The meaning of terms used herein shall be governed by the applicable definitions contained in Chapters 253, 373, 379 and 403, F.S., and any regulation adopted pursuant thereto. In the event of any dispute over the meaning of a term used in these Conditions which is not defined in such statutes or regulations, such dispute shall be resolved by reference to the most relevant definitions contained in any other state or federal statute or regulation or, in the alternative by the use of the commonly accepted meaning. As used herein, the following shall apply:

A. “Application” or “SCA” as defined in Section 403.503(6), F.S. For purposes of this license, “Application” shall also include materials submitted for post-certification amendments and petitions for modification to the Conditions of Certification, as well as, supplemental applications.

B. “Associated Facilities” as defined by Section 403.503(7), F.S.

C. “Certified Area” means the area within the site in which the Certified Facilities are located. For off-site non-linear associated facilities, this shall mean the area within which the certified off-site associated facility is located. For off-site linear facilities, this term shall mean the area encompassed by the boundaries of the certified corridors, until such time as all property

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interests required for ROWs have been acquired, after which time the term will include only the area within the final ROWs in accordance with Section 403.503(11), F.S.

D. “Certified Facility” or “Certified Facilities” means the certified electrical power generation facilities and all on- or off-site associated structures and facilities identified/described in the Application, in the final order of certification, or in a post-certification amendment or modification.

E. “DEO” means the Florida Department of Economic Opportunity.

F. “DEM” shall mean the Florida Division of Emergency Management.

G. “DEP” or “Department” means the Florida Department of Environmental Protection.

H. “DHR” means the Florida Department of State, Division of Historical Resources.

I. “DOT” means the Florida Department of Transportation.

J. “Emergency conditions” or “Emergency reporting” means urgent circumstances involving potential adverse consequences to human life or property as a result of weather conditions or other calamity.

K. “Feasible” or “practicable” means reasonably achievable considering a balance of land use impacts, environmental impacts, engineering constraints, and costs.

L. “FWC” means the Florida Fish and Wildlife Conservation Commission.

M. “Licensee” means an applicant that has obtained a certification order for the subject project.

N. “NPDES permit” means a federal National Pollutant Discharge Elimination System permit issued by DEP in accordance with the federal Clean Water Act.

O. “Post-certification submittal” shall mean a submittal made by the Licensee pursuant to a Condition of Certification.

P. “PSD permit” means a federal Prevention of Significant Deterioration air emissions permit issued by DEP in accordance with the federal Clean Air Act.

Q. “ROW” means the right-of-way to be selected by the Licensee within the certified corridor in accordance with the Conditions of Certification and as defined in Section 403.503(27), F.S.

R. “Site” as defined in Section 403.503(28), F.S.

S. “State Water Quality Standards” shall mean the numerical and narrative criteria applied to specific water uses or classifications set forth in Chapters 62-302 and 62-520, F.A.C.

T. “Surface Water Management System” or “System” means a stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms “surface water management system” or “system” include areas of dredging or filling, as those terms are defined in Sections 373.403(13) and (14), F.S.

U. “NED, NWD, CD, SED, SWD, SD” shall mean the applicable DEP district office.

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V. “NWF, SR, SJR, SWF, or SFWMD” means the Northwest Florida, Suwannee River, St. Johns River, Southwest Florida, or South Florida Water Management District, respectively.

W. “Title V permit” means a federal permit issued by DEP in accordance with Title V provisions of the federal Clean Air Act.

X. “Wetlands” shall mean those areas meeting the definition set forth in Section 373.019(27), F.S., as delineated pursuant to Chapter 62-340, F.A.C.

V. DEPARTMENT PERMITS UNDER FEDERAL PROGRAMS

This certification is not a waiver of any other Department approval that may be required under federally delegated or approved programs. The provisions of the following federal permits shall be conditions of this certification to the extent the provisions of those permits apply to the Certified Facility(ies). The Licensee shall comply with the applicable provisions and limitations set forth in the permits listed below, and as those provisions may be modified, amended, or renewed in the future by the Department. The Department may consider a violation of any of these permits as a violation of this license.

A. Air

All Air Construction Permits and Title V Air Operation Permits in force for the Certified Facilities are incorporated by reference herein as part of these Conditions. The Air Construction Permits and Title V Air Operation Permits can be found at the following web address, using the facility ID number 0990042:

<https://fldep.dep.state.fl.us/air/emission/apds/default.asp>.

[Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-214, 62-296, and 62-297, F.A.C.]

B. Water

1. National Pollutant Discharge Elimination System (NPDES) Industrial Wastewater

All NPDES Permits in force for the Certified Facilities are incorporated by reference herein as part of these Conditions. The NPDES Permit(s) can be found using the facility ID number FL0001546: <http://prodenv.dep.state.fl.us/DepNexus/public/searchPortalU>.

[Chapter 62-620, F.A.C.]

2. NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP).

Any storm water discharges associated with construction activities for a certified facility shall be in accordance with all applicable provisions of Chapter 62-621, F.A.C. Prior to commencing construction activities on the site that:

- contribute to stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4); and,
- disturb one or more acres of land (less than one acre if the activity is part of a larger common plan of development);

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a Generic Permit for Stormwater Discharge from Large and Small Construction Activities must be obtained as applicable.

[Section 403.0885, F.S.; Rule 62-621.300, F.A.C.]

3. NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity.

Any storm water discharges associated with industrial activity of a certified facility shall be in accordance with all applicable provisions of Chapter 62-621, F.A.C. For industrial activities at the site that result in a discharge of stormwater to surface waters of the State or into a municipal separate storm sewer system, and fall under any one of the 11 categories of industrial activities identified in 40 CFR §122.26(b)(14), a Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity shall be obtained as applicable.

[Section 403.0885, F.S.; Rule 62-621.300, F.A.C.]

4. NPDES Generic Permits for Discharge from Petroleum Contaminated Sites.

If the activity involves a point source discharge of ground water from a petroleum contaminated site, the Licensee must obtain coverage under the Generic Permit for discharge from petroleum contaminated sites. Before discharge of ground water can occur from such sites, analytical tests on samples of the proposed untreated discharge water shall be performed as required by Rule 62-621.300, F.A.C., to determine if the activity can be covered by this permit.

If the activity cannot be covered by this generic permit, the Licensee shall apply for an individual wastewater permit at least 90 days prior to the date discharge to surface waters of the State is expected. No discharge to surface water is permissible without an effective permit.

5. NPDES Generic Permit for Discharge from Ground Water from Dewatering Operations.

Any discharge of ground water from dewatering operations shall be in accordance with all applicable provisions of Chapter 62-621, F.A.C. For industrial activities that result in a discharge of groundwater into surface waters of the state, a Generic Permit for Discharge of Ground Water from Dewatering Operations shall be obtained. Dewatering operations seeking coverage under the NPDES Generic Permit for Stormwater Discharges from Large and Small Construction Activities under 62-621.300(4), F.A.C., are not required to obtain separate coverage under this permit.

VI. DESIGN AND PERFORMANCE CRITERIA

Certification, including these Conditions, is predicated upon preliminary designs, concepts, and performance criteria described in the SCA or in testimony and exhibits in support of certification. Final engineering design will be consistent and in substantial compliance with the preliminary information described in the SCA or as explained at the certification hearing (if any). Conformance to those criteria, unless specifically modified in accordance with Section 403.516, F.S., and Rule 62-17.211, F.A.C., is binding upon the Licensee in the design, construction, operation, and maintenance of the Certified Facility.

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[Sections 403.511(2)(a) and 403.516, F.S.; Rules 62-4.160(2) and 62-17.211, F.A.C.]

VII. NOTIFICATION

A. If, for any reason, the Licensee does not comply with or will be unable to comply with any condition or limitation specified in this license, the Licensee shall immediately provide the appropriate DEP District and/or Branch Office with the following information:

1. A description of and cause of noncompliance; and,
2. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The Licensee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this certification.

All notifications which are made in writing shall additionally be immediately provided to the Siting Coordination Office (SCO) via email to SCO@dep.state.fl.us.

[subsection 62-4.160(8), F.A.C.]

B. The Licensee shall promptly notify the SCO in writing (email acceptable) of any previously submitted information concerning the Certified Facility that is later discovered to be inaccurate.

[subsection 62-4.160(15), F.A.C.]

C. Within 60 days after certification of an associated linear facility the Licensee shall file a notice of the certified route with the Department's Office of General Counsel and the clerk of the circuit court for each county through which the corridor will pass.

The notice shall consist of maps or aerial photographs in the scale of 1:24,000 which clearly show the location of the certified route and shall state that the certification of the corridor will result in the acquisition of rights-of-way within the corridor.

[Section 403.5112, F.S.]

VIII. EMERGENCY CONDITION NOTIFICATION AND RESTORATION

If the Licensee is temporarily unable to comply with any of the conditions of the License due to breakdown of equipment or destruction by hazard of fire, wind, or following an emergency as defined by Sections 252.34(4), (7), (8) or (10), F.S., the Licensee shall immediately notify the Department. Notification shall include pertinent information as to the cause of the problem, and what steps are being taken to correct the problem and to prevent its recurrence, and where applicable, the owner's intent toward reconstruction of destroyed facilities. Such notification does not release the Licensee from any liability for failure to comply with Department rules. Any exceedances and/or violations recorded during emergency conditions shall be reported as such, but the Department acknowledges that it intends to use its enforcement discretion during this timeframe. This acknowledgement by the Department does not constitute a waiver or variance from any requirements of any federal permit. Relief from any federal agency must be separately sought.

[Section 62-4.130, F.A.C.]

IX. CONSTRUCTION PRACTICES

A. Local Building Codes

Subject to the conditions set forth herein, this certification constitutes the sole license of the state and any agency as to the approval of the location of the site and any associated facility and the construction and operation of any Certified Facility. The Licensee is not required to obtain building permits for Certified Facilities. However, this certification shall not affect in any way the right of any local government to charge appropriate fees or require that construction of installations used by the electric utility that are not an integral part of a generating plant, substation, or control center (such as, office buildings, warehouses, garages, machine shops, and recreational buildings) be in compliance with applicable building construction codes.

[Section 403.511(4), F.S.]

B. Open Burning

Prior to open burning in connection with land clearing, the Licensee shall seek authorization from the Florida Forest Service in accordance with the requirements of Chapters 5I-2 and 62-256, F.A.C.

[Chapters 5I-2 and 62-256, F.A.C.]

C. Vegetation

For areas located in Florida Department of Transportation (DOT) ROW Chapter 4.6 of the Florida DOT *Utility Accommodation Manual* shall serve as guidelines for best management practices and may be accessed at the following web address:
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>.

D. Existing Underground Utilities

The Licensee must follow all applicable portions of the Underground Facility Damage Prevention and Safety Act, Chapter 556, F.S. The Licensee shall provide the affected local government and the SCO with copies of valid tickets obtained from Sunshine State One Call of Florida upon request. Tickets shall be available for request until the underground work is completed for the affected area.

[Chapter 556, F.S.]

E. Electric and Magnetic Fields (EMF)

Any associated transmission lines and electrical substations shall comply with the applicable requirements of Chapter 62-814, F.A.C.

[Chapter 62-814, F.A.C.]

F. Existing Wells

Any existing wells to be impacted in the path of construction of Certified Facilities that will no longer be used shall be abandoned by a licensed well contractor. All abandoned wells shall be filled and sealed in accordance with subsection 62-532.500(5), F.A.C., with the rules of the authorizing agency, or consistent with these Conditions.

[subsections 62-532.400 and 62-532.500(5), F.A.C.]

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G. Abandonment of Existing Septic Tanks

Any existing septic tanks to be impacted by construction of certified facilities and that will no longer be used shall be abandoned in accordance with Rule 64E-6.011, F.A.C., unless these Conditions provide otherwise.

[Chapter 64E-6, F.A.C.]

X. RIGHT OF ENTRY

A. Upon presentation of credentials or other documents as may be required by law, the Licensee shall allow authorized representatives of the Department or other agencies with jurisdiction over a portion of the Certified Facility and any authorized off-site mitigation/compensation or otherwise associated areas:

1. At reasonable times, to enter upon the Certified Facility in order to monitor activities within their respective jurisdictions for purposes of assessing compliance with this certification; or

2. During business hours, to enter the Licensee's premises in which records are required to be kept under this certification; and, to have access to and copy any records required to be kept under this certification.

B. When requested by the Department, on its own behalf or on behalf of another agency with regulatory jurisdiction, the Licensee shall within 10 working days, or such longer period as may be mutually agreed upon by the Department and the Licensee, furnish any information required by law, which is needed to determine compliance with the certification.

[paragraph 62-4.160(7)(a) and subsection 62-4.160(15), F.A.C.]

XI. DISPUTE RESOLUTION

A. General

If a situation arises in which mutual agreement between either the Department and the Licensee, or the Department and an agency with substantive regulatory jurisdiction over a matter cannot be reached, the Department can act as a facilitator in an attempt to resolve the issue. If the dispute is not resolved in this initial informal meeting, Licensee may request a second informal meeting in which both Licensee and the agency with substantive regulatory jurisdiction over the matter at issue can participate in an attempt to resolve the issue. If, after such meetings, a mutual agreement cannot be reached between the parties, then the matter shall be referred to the Division of Administrative Hearings (DOAH) for disposition, in accordance with the provisions of Chapter 120, F.S. The Licensee or the Department may request DOAH to establish an expedited schedule for the processing of such a dispute. Any filing with DOAH shall state with particularity the specific project and geographic location to which the dispute relates. Work unrelated to the specific project, and in areas other than the location to which the dispute relates, will not be affected by the dispute.

B. Modifications

If written objections are filed regarding a modification, and the objections address only a portion of a requested modification, then the Department shall issue a Final Order approving the portion of the modification to which no objections were filed, unless that portion

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of the requested modification is substantially related to or necessary to implement the portion to which written objections are filed.

C. Post-Certification Submittals

If it is determined, after assessment of a post-certification submittal, that compliance with the Conditions will not be achieved for a particular portion of a submittal, the Department may make a separate assessment of other portions of the submittal, unless those portions of the submittal are substantially related to or necessary to implement that portion for which it has been determined that compliance with the Conditions will not be achieved.

[Section 120.57, F.S.; Rule 62-17.211, F.A.C.]

XII. SEVERABILITY

The provisions of this certification are severable, and if any provision of this certification or the application of any provision of this certification to any circumstance is held invalid, the remainder of the certification or the application of such provision to other circumstances shall not be affected thereby.

XIII. ENFORCEMENT

A. The terms, conditions, requirements, limitations, and restrictions set forth in these Conditions are binding and enforceable pursuant to Sections 403.141, 403.161, 403.514, 403.727, and 403.859 through 403.861, F.S., as applicable. Any noncompliance by the Licensee with these Conditions constitutes a violation of Chapter 403, F.S., and is grounds for enforcement action, license termination, license revocation, or license revision. The Licensee is placed on notice that the Department may review this certification periodically, and may initiate enforcement action for any violation of these Conditions.

B. All records, notes, monitoring data, and other information relating to the construction or operation of the Certified Facility which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the Certified Facility and arising under the Florida Statutes or Department rules, subject to the restrictions in Sections 403.111 and 403.73, F.S. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

[Sections 403.121, 403.131, 403.141, 403.151, 403.161, and 403.514, F.S.; subsections 62-4.160(1) and 62-4.160(9), F.A.C.]

XIV. REVOCATION OR SUSPENSION

The certification shall be final unless revised, revoked, or suspended pursuant to law. This certification may be suspended or revoked pursuant to Sections 403.512, F.S. This certification is valid only for the specific processes and operations identified in the SCA and approved in the final order of certification and indicated in the testimony and exhibits in support of certification, or approved in a subsequent amendment or modification of the certification. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this approval may constitute grounds for revocation and enforcement action by the Department. Any enforcement action, including suspension and revocation, shall only affect the

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portion(s) of the Certified Facility that are the cause of such action, and other portions of the Certified Facility shall remain unaffected by such action.

[Section 403.512, F.S.; subsection 62-4.160(2), F.A.C.]

XV. REGULATORY COMPLIANCE

As provided in Sections 403.087(7) and 403.722(5), F.S., except as specifically provided in the final order of certification, a subsequent modification or amendment, or these conditions, the issuance of this license does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This license is not a waiver of or approval of any other Department license/permit that may be required for other aspects of the Certified Facility which are not addressed in this license. This license does not relieve the Licensee from liability for harm or injury to human health or welfare, animal, or plant life, or public or private property caused by the construction or operation of the Certified Facility, or from penalties therefor.

[subsections 62-4.160(3) and 62-4.160(5), F.A.C.]

XVI. CIVIL AND CRIMINAL LIABILITY

Except to the extent a variance, exception, exemption, or other relief is granted in the final order of certification, in a subsequent modification to these Conditions, or as otherwise provided under Chapter 403, F.S., this certification does not relieve the Licensee from civil or criminal penalties for noncompliance with any condition of certification, applicable rules or regulations of the Department, or any other state statutes or regulations which may apply.

[Sections 403.141, 403.161, and 403.511, F.S.]

XVII. USE OF STATE LANDS

A. Except as specifically provided in the final order of certification or these conditions, the issuance of this license conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

B. If any portion of the Certified Facility is located on sovereign submerged lands, state-owned uplands, or within an aquatic preserve, then the Licensee must comply with the applicable portions of Chapters 18-2, 18-20, and 18-21, F.A.C.; Chapters 253 and 258, F.S., except as specifically provided in the final order of certification or these conditions. If any portion of the Certified Facility is located on sovereign submerged lands, the Licensee must submit section F of the Joint Application for Environmental Resource Permits to the Department prior to construction. If any portion of the Certified Facility is located on state-owned uplands, the Licensee must submit an Upland Easement Application to the Department prior to construction.

C. If a portion of the Certified Facility is located on sovereign submerged lands or state-owned uplands owned by the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, then the proposed activity on such lands requires a proprietary authorization. Under such circumstances, the proposed activity is

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not exempt from the need to obtain a proprietary authorization. Unless otherwise provided in the final order of certification or these conditions, the Department has the responsibility to review and take action on requests for proprietary authorization in accordance with Rules 18-2.018 or 18-21.0051, F.A.C.

D. The Licensee is hereby advised that Florida law states: “A person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund under this chapter, until the person has received the required lease, license, easement, or other form of consent authorizing the proposed use.” Pursuant to Chapter 18-14, F.A.C., if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

E. The terms, conditions, and provisions of any required lease or easement issued by the State shall be met. Any construction activity associated with the Certified Facility shall not commence on sovereign submerged lands or state-owned uplands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required lease or easement documents have been executed.

[Chapters 253 and 258, F.S.; Chapters 18-2, 18-14, 18-21, 62-340, and subsections 62-330.060(1) and 62-4.160(4), F.A.C.]

XVIII. PROCEDURAL RIGHTS

Except as specified in Chapter 403, F.S., or Chapter 62-17, F.A.C., no term or condition of certification shall be interpreted to preclude the post-certification exercise by any party of whatever procedural rights it may have under Chapter 120, F.S., including those related to rule-making proceedings.

[Section 403.511(5)(c), F.S.]

XIX. AGENCY ADDRESSES FOR POST-CERTIFICATION SUBMITTALS AND NOTICES

Where a condition requires post-certification submittals and/or notices to be sent to a specific agency, the following agency addresses shall be used unless the Conditions specify otherwise or unless the Licensee and the Department are notified, in writing, of an agency’s change in address for such submittals and notices:

Florida Department of Environmental Protection
Siting Coordination Office, MS 5500
2600 Blair Stone Road
Tallahassee, Florida 32399-3000
SCO@dep.state.fl.us

Florida Department of Environmental Protection
Southeast District Office
400 North Congress Avenue, Suite 200
West Palm Beach, Florida 33401

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Florida Department of Economic Development
Bureau of Planning and Growth
107 East Madison Street
Tallahassee, Florida 32399-2100

Florida Fish & Wildlife Conservation Commission
Conservation Planning Services
620 South Meridian Street, MS 5B5
Tallahassee, Florida 32399-1600
FWCConservationPlanningServices@myfwc.com

Florida Department of Transportation
District Administration
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Agriculture and Consumer Services
Office of General Counsel
407 South Calhoun Street
Tallahassee, Florida 32399-0800

South Florida Water Management District
Office of General Counsel
3301 Gun Club Road
West Palm Beach, Florida 32177

Florida Department of State
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

City of Riviera Beach
Office of City Attorney
600 West Blue Heron Boulevard
City of Riviera Beach, Florida 33404

City of West Palm Beach
Office of the City Attorney
401 Clematis Street, Fifth Floor
West Palm Beach, Florida 33401

[Section 403.511, F.S.]

XX. PROCEDURES FOR POST-CERTIFICATION SUBMITTALS

A. Purpose of Submittals

Conditions which provide for the post-certification submittal of information to DEP or other agencies by the Licensee are for the purpose of facilitating the agencies' monitoring of the effects arising from the location of the Certified Facility and the construction and maintenance of the Certified Facility. This monitoring is for DEP to assure, in consultation with other agencies with applicable regulatory jurisdiction, continued compliance with these Conditions, without further agency action. A submittal of information or determination of compliance pursuant to a post-certification submittal under this Condition does not provide a point of entry for a third party.

B. Filings

All post-certification submittals of information by Licensee are to be filed with the DEP Southeast District Office and any other agency that is entitled to receive a submittal pursuant to these Conditions. The SCO shall be copied on all post-certification submittals in electronic .pdf format only, unless otherwise requested, via email to SCO@dep.state.fl.us. Each submittal shall clearly identify the Certified Facility name, PA#, and the condition number/s (i.e. Section X, Condition XX.y.(z)) requiring the submittal. As required by Section 403.5113(2), F.S., each post-certification submittal will be reviewed by each agency with regulatory authority over the matters addressed in the submittal on an expedited and priority basis.

[Section 403.5113, F.S.; subsection 62-17.191(3), F.A.C.]

C. Completeness

DEP shall review each post-certification submittal for completeness. This review may include consultation with the other agency(ies) receiving the post-certification submittal with regulatory jurisdiction over the matter addressed in the submittal. DEP's finding of completeness shall specify the area of the Certified Facility affected, and shall not delay further processing of the post-certification submittal for non-affected areas.

If any portion of a post-certification submittal is found to be incomplete, the Licensee shall be so notified. Failure to issue such a notice within 30 days after filing of the submittal shall constitute a finding of completeness. Subsequent findings of incompleteness, if any, shall address only the newly filed information.

[subparagraph 62-17.191(1)(c) 2, F.A.C.]

D. Interagency Meetings

DEP may conduct an interagency meeting with other agencies that received a post-certification submittal. The purpose of such an interagency meeting shall be for the agencies with regulatory jurisdiction over the matters addressed in the post-certification submittal to discuss whether compliance with these Conditions has been provided. Failure of DEP to conduct an interagency meeting or failure of any agency to attend an interagency meeting shall not be grounds for DEP to withhold a determination of compliance with these Conditions nor to delay the timeframes for review established by these Conditions. At DEP's request, a field inspection shall be conducted with the Licensee and the agency representative in conjunction with the interagency meeting.

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E. Determination of Compliance

DEP shall give written notification within 90 days, to the Licensee and the other agency(ies) to which the post-certification information was submitted of DEP's determination of whether there is demonstration of compliance with these Conditions. If it is determined that compliance with the Conditions has not been provided, the Licensee shall be notified with particularity of the deficiencies and possible corrective measures suggested. Failure to notify Licensee in writing within 90 days of receipt of a complete post-certification submittal shall constitute a determination of compliance. A post-certification compliance review may be the basis for initiating modifications to the relevant Condition or to other related Conditions.

F. Commencement of Construction

If DEP does not object within the time period specified in paragraph E., above, Licensee may begin construction pursuant to the terms of these Conditions and the subsequently submitted construction details.

G. Revisions to Design Previously Reviewed for Compliance

If revisions to site-specific designs occur after submittal, the Licensee shall submit revised plans prior to construction for review in accordance with the post-certification process specified in this Condition.

[Sections 120.569, 373.413, 373.416, and 403.511, F.S.; Rules 62-17.191 and 62-17.205, F.A.C.]

XXI. POST-CERTIFICATION SUBMITTAL REQUIREMENTS SUMMARY

Within 90 days after certification, and within 90 days after any subsequent modification or certification, the Licensee shall provide the SCO a complete summary of those post-certification submittals that are identified in these Conditions when due-dates for the information required of the Licensee have been identified. A summary shall be provided as a separate document for each transmission line, if any. Such submittals shall include, but are not limited to, monitoring reports, management plans, wildlife surveys, etc. The summary shall be provided to the SCO, in a sortable spreadsheet, electronically, in the format shown below or equivalent. For subsequent modifications and certifications, a Post-Certification Submittal Requirements Summary shall be required for only those resulting in new or altered post-certification requirements.

Condition Number	Requirement and Timeframe	Due Date	Name of Agency or Agency Subunit to whom the submittal is required to be provided

[Section 403.5113, F.S.; Subsection 62-17.191(3), F.A.C.]

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XXII. POST-CERTIFICATION AMENDMENTS

If, subsequent to certification, the Licensee proposes any material change to the SCA and revisions or amendments thereto, as certified, the Licensee shall submit a written request for amendment and a description of the proposed change to the SCA to the Department. Within 30 days after the receipt of a complete request for an amendment, the Department shall determine whether the proposed change to the SCA requires a modification to the Conditions.

A. If the Department concludes that the change would not require a modification to the Conditions, the Department shall provide written notification of the approval of the proposed amendment to the Licensee, all agencies, and all other parties to the certification.

B. If the Department concludes that the change would require a modification to the Conditions, the Department shall provide written notification to the Licensee that the proposed change to the SCA requires a request for modification pursuant to Sections 403.516 and 403.5315, F.S.

[Section 403.5113, F.S.]

XXIII. MODIFICATION OF CERTIFICATION

A. Pursuant to Section 403.516(1)(a), F.S., and Rule 62-17.211, F.A.C., the Department may modify any Condition which would not otherwise require approval by the Siting Board, after notice and receipt of no objection by a party to the certification within 45 days after notice by mail to the party's last address of record, and if no other person whose substantial interests will be affected by the modification objects in writing within 30 days of public notice.

B. The Department may modify Conditions, in accordance with Section 403.516(1)(b), F.S., which are inconsistent with the terms of any subsequent and separately DEP-issued permits, permit amendments, permit modifications, or permit renewals under a federally delegated or federally approved permit program. Such modification may be made without further notice if the matter has been previously noticed under the requirements for any federally delegated or approved permit program.

C. In accordance with Section 403.516(1)(c), F.S., the Licensee may file a petition for modification with the Department, or the Department may initiate the modification upon its own initiative.

D. Any anticipated facility expansions, production increases, or process modifications which may result in new, different, or increased discharge or emission of pollutants, change in fuel, or expansion in generating capacity must be reported by submission of an appropriate request for an amendment, modification, or certification.

E. Any anticipated facility change that results in a change to the Site Delineation or the addition or removal of certified facilities, attached hereto as part of Attachment A (Maps), must be accompanied by a map or aerial photo showing the proposed new boundaries of the site and/or certified area. Within 120 days after completion of construction of the approved facility change, the Licensee shall provide the information required by Section A. General Conditions, Condition I. Scope, paragraphs D, E, F, or G, as appropriate.

[Section 403.516, F.S.; Rule 62-17.211, F.A.C.]

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XXIV. COASTAL ZONE CONSISTENCY

Pursuant to Sections 373.428 and 403.511, F.S., certification of the facility constitutes the State's concurrence that the licensed activity or use is consistent with the federally approved program under the Florida Coastal Management Act.

[Sections 373.428, 380.23, and 403.511(7), F.S.]

XXV. WATER QUALITY CERTIFICATION

Pursuant to the Operating Agreement between the Department, Water Management Districts and U.S. Army Corps of Engineers, a written final order granting 'certification' constitutes certification by the Department that the project activities comply with applicable state water quality standards.

[2012 Operating Agreement, Jacksonville District USACOE, DEP, and Water Management Districts, Section II.A.1.(f)]

XXVI. TRANSFER OF CERTIFICATION

A. This certification is transferable in whole or in part, upon Department approval, to an entity determined to be able to comply with these Conditions. A transfer of certification, of all or part, of the Certified Facility may be initiated by the Licensee's filing of a Notice of Intent to Transfer Certification with the Department's Siting Coordination Office. The notice of intent shall: identify the intended new certification holder or Licensee; identify current, and new entity responsible for compliance with the certification; and include a written agreement from the intended Licensee/Transferee to abide by all Conditions of Certification, as well as, applicable laws and regulations. Upon receiving a complete notice of intent, the transfer shall be approved by the Department unless the Department objects to the transfer on the grounds that the new Licensee will be unable to comply with the Conditions of Certification, specifies in writing its reasons for its objections, and gives notice and an opportunity to petition and administrative hearing pursuant to Section 120.57, F.S. Upon approval, the Department will initiate a modification to the Conditions to reflect the change in ownership in accordance with Rule 62-17.211, F.A.C.

B. In the event of the dissolution of the Licensee, the Department may transfer certification to successor entities which are determined to be competent to construct, operate and maintain the Certified Facility in accordance with the conditions of certification and which are proper applicants as defined by the PPSA. Upon determination that such a successor entity complies with the requirements for transfer of certification, the Department will initiate a modification to the Conditions to reflect the change in ownership in accordance with Rule 62-17.211, F.A.C.

[Chapter 120, F.S.; Rule 62-17.211, F.A.C.]

XXVII. LABORATORIES AND QUALITY ASSURANCE

Chemical, physical, biological, microbiological, and toxicological data collected as a requirement of these Conditions must be reliable, collected, and analyzed by scientifically sound procedures. Unless otherwise specified in these Conditions, the Licensee shall adhere to the minimum field and laboratory quality assurance, methodological and reporting requirements of the Department as set forth in Chapter 62-160, F.A.C. Standard Operating Procedures can be downloaded from the following website: <https://floridadep.gov/water>.

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[Chapter 62-160, F.A.C.]

XXVIII. ENVIRONMENTAL RESOURCES

A. General

1. Submittals for Construction Activities

a. Prior to the commencement of construction of new facilities and/or associated facilities the Licensee shall provide to the appropriate DEP District for review, all information necessary for a complete *Joint Application for Environmental Resource Permit* (ERP), DEP Forms 62-330.060(1), F.A.C. A copy of the submittal shall also be provided to the SCO.

This form may: a) be submitted concurrently with the SCA; b) be submitted as part of an amendment request or a petition for modification; or, c) be submitted as a post-certification submittal following approval of a project through certification, modification, or an amendment. Information may be submitted by discrete portions of the Certified Facilities for a determination of compliance with these COC. Such ERP submittals, once received, shall be reviewed in accordance with the non-procedural standards and criteria for issuance of an ERP, including all the provisions related to reduction and elimination of impacts, conditions for issuance, additional conditions for issuance, and mitigation contained in Chapter 62-330, F.A.C., as applicable unless otherwise stated in these Conditions. While the information is provided for review via submittal of the Environmental Resources Permit form, pursuant to section 403.511, F.S., issuance of a separate Environmental Resources Permit is not required for certified facilities.

Those forms submitted as part of a SCA, an amendment, or modification, shall be processed concurrently with, and under the respective certification, amendment, or modification procedures. Those forms submitted as a post-certification submittal (after certification, modification, or amendment and prior to construction) shall be processed in accordance with Section A, General Conditions, Condition XX, Procedures for Post-Certification Submittals.

No construction shall commence on a Project feature, or in a particular segment for a linear facility, until the Department has determined that there is a demonstration of compliance with these Conditions. For post-certification submittal reviews, the Department's determination is governed by Section A, General Conditions, Condition XX, Procedures for Post-Certification Submittals.

b. Concurrent with submittal of the DEP form required in Subparagraph A.1.a. above, the Licensee shall submit, as applicable, a survey of wetland and surface water areas, as delineated, in accordance with Chapter 62-340, F.A.C., and verified by appropriate agency staff for Department compliance review. Available DEP approved wetland and surface water delineations within the boundaries of a certified site, or a portion thereof, may be used and reproduced for this delineation submittal and verification.

[Section 373.416, F.S.; Chapters 62-330 and 62-340, F.A.C.]

2. Construction, operation, and maintenance of the proposed project (including any access roads and structures constructed within wetlands and other surface waters,

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and/or associated facilities) shall satisfy any applicable non-procedural requirements in the Department rules.

[Section 373.414(1)(a), F.S.]

3. Any delineation of the extent of a wetland or other surface water submitted as part of the DEP ERP Application Form required by Subparagraph A.1.a., above, including plans or other supporting documentation, shall not be considered binding on the Department unless a specific condition of this Certification or a formal wetlands jurisdictional determination under Section 373.421(2), F.S., provides otherwise.

[Sections 373.421, 403.504, F.S.]

B. Surface Water Management Systems

1. Information regarding surface water management systems (SWMS) will be reviewed for consistency with the applicable non-procedural requirements of Part IV of Chapter 373, F.S., following submittal of Form 62-330.060(1), F.A.C., to the appropriate office of the Department.

2. All construction, operation, and maintenance of the SWMS(s) for the Certified Facilities shall be as set forth in the plans, specifications, and performance criteria contained in the SCA and other materials presented during the certification proceeding, post-certification submittals, and as otherwise approved. If specific requirements are necessary for construction, operation, and/or maintenance of an approved SWMS, those requirements shall be incorporated into a SWMS Plan for that system and included in Attachment B (Surface Water Management System Plans). Any alteration or modification to the SWMS Plan or the SWMS as certified, requires prior approval from the Department.

3. To allow for stabilization of all disturbed areas, immediately prior to construction, during construction of the SWMS, and for the period of time after construction of the SWMS, the Licensee shall implement and maintain erosion and sediment control best management practices, such as silt fences, erosion control blankets, mulch, sediment traps, polyacrylamide (PAM), temporary grass seed, permanent sod, and floating turbidity screens to retain sediment on-site and to prevent violations of state water quality standards. These devices shall be installed, used, and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exist due to the licensed work, and shall remain in place at all locations until construction in that location is completed and soils are permanently stabilized. All best management practices shall be in accordance with the guidelines and specifications described in *The State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Transportation and Florida Department of Environmental Protection, by HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007) unless a project-specific erosion and sediment control plan is approved as part of this License. If project-specific Conditions require additional measures during any phase of construction or operation to prevent erosion or control sediments beyond those specified in the approved erosion and sediment control plan, the Licensee shall implement additional best management practices, as necessary, in accordance with the guidelines and specifications in *The State of Florida Erosion and Sediment Control Designer and Reviewer Manual*. The Licensee shall correct any erosion or shoaling that causes adverse impacts to the water resources as soon as feasible. Once project construction is complete in an area, including

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the re-stabilization of all side slopes, embankments, and other disturbed areas, and before conversion to the operation and maintenance phase, all silt screens and fences, temporary baffles, and other materials that are no longer required for erosion and sediment control, shall be removed.

4. The Licensee shall complete construction of all aspects of the SWMS described in the ERP Application Form, submitted as part of a post-certification submittal, amendment, modification, or certification application including water quality treatment features, and discharge control facilities, prior to use of the portion of the Certified Facility being served by the SWMS.

5. At least 48 hours prior to the commencement of construction of any new SWMS for any part of a Certified Facility authorized by this certification, the Licensee shall submit to the Department, a written notification of commencement using an “Environmental Resource Permit Construction Commencement Notice,” (DEP Form 62-330.350(1), F.A.C.), indicating the actual start date and the expected completion date.

6. Each phase, or independent portion, of the approved system must be completed in accordance with the submitted DEP Form prior to the operation of the portion of the Certified Facility being served by that portion or phase of the system.

7. Within 30 days, or such other date as agreed to by DEP and the Licensee, after completion of construction of any new portions of the SWMS, the Licensee shall submit to the appropriate DEP District, and copy the SCO, a written statement of completion and certification by a registered professional engineer (P.E.), or other appropriate registered professional, as authorized by law, utilizing the required “As-Built Certification and Request for Conversion to Operation Phase” (DEP Form 62-330.310(1), F.A.C.). Additionally, if deviations from the approved drawings are discovered, the As-Built Certification must be accompanied by a copy of the approved drawings with deviations noted.

8. Any substantial deviation from the approved drawings, exhibits, specifications, or Conditions, may constitute grounds for revocation or enforcement action by the Department.

9. The operation phase of any new SWMS approved by the Department shall not become effective until the Licensee has complied with the requirements of the conditions herein, the Department determines the system to be in compliance with the approved plans, and the entity approved by the Department accepts responsibility for operation and maintenance of the system.

10. The DEP District must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must be submitted to and approved by the Department prior to the dewatering event.

[Section 373.414, F.S.; Chapters 62-302, 62-330, and Rule 62-4.242, F.A.C.]

C. Wetland and Other Surface Water Impacts

1. All Certified Facilities shall be constructed in a manner which will eliminate or reduce adverse impacts to on-site and/or adjacent wetlands or other surface waters to the extent practicable or otherwise comply with substantive criteria for elimination or reduction.

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When impacts to wetlands will occur as a result of a future amendment, modification, or certification, and cannot be practicably eliminated or reduced, the Licensee may propose and the Department, or Board, shall consider mitigation to offset otherwise unpermitted activities under the Environmental Resource Permit review process pursuant to Condition XXVIII. A.1., above.

2. Proposed mitigation plans submitted with the DEP ERP Application forms required in Condition XXVIII. A.1.a., above, or submitted and approved as part of an amendment, modification, or certification; and, that are deemed acceptable by DEP, shall include applicable construction conditions, success criteria, and monitoring plans; and, shall be incorporated into these Conditions as Attachment C (Wetland Mitigation Plans).

[Sections 373.413, 373.414, 373.4145, 403.511, 403.814(6), F.S.; Chapters 62-312, 62-330, 62-340, 62-342, and 62-345, F.A.C.]

XXIX. THIRD PARTY IMPACTS

The Licensee is responsible for maintaining compliance with these Conditions, even when third party activities, authorized by the Licensee, occur in or on the certified site/area.

[Sections 403.506(1), F.S.]

XXX. FACILITY OPERATION

The Licensee shall properly operate and maintain the certified facility, and systems of treatment and control (and related appurtenances) that are installed and used by the Licensee to achieve compliance with these Conditions, as required by the final order of certification, these Conditions, or a post-certification amendment or modification. This provision includes the operation of backup or auxiliary facilities, or similar systems, when necessary to achieve compliance with the final order of certification, these Conditions, or a post-certification amendment or modification. Further, the Licensee shall take all reasonable steps to minimize any adverse impact resulting from noncompliance with any limitation specified in this certification, including such accelerated or additional monitoring, as necessary, to determine the nature and impact of the noncomplying event.

[subsection 62-4.160(6), F.A.C.]

XXXI. RECORDS MAINTAINED AT THE FACILITY

A. These Conditions, or a copy thereof, shall be kept at the site.

B. The Licensee shall hold at the site, or other location designated by these Conditions, records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation required by these Conditions, copies of all reports required, by these Conditions, and records of all data used to complete the SCA for this approval. These materials shall be retained at least 3 years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

C. Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;

SECTION A: GENERAL CONDITIONS

4. the person responsible for performing the analyses;
5. the analytical techniques or methods used; and,
6. the results of such analyses.

[subsection 62-4.160(12) and paragraph 62-4.160(14)(b), F.A.C.]

XXXII. WATER DISCHARGES

A. Discharges

1. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption, or other relief is granted or authorized by these Conditions, the Licensee shall not discharge to surface or groundwaters of the State, wastes in concentrations, which, alone or in combinations with other substances or components of discharges (whether thermal or non-thermal), are carcinogenic, mutagenic, or teratogenic to human beings (unless specific criteria are established for such components in Rule 62-520.400, F.A.C.), or are acutely toxic to indigenous species of significance to the aquatic community within surface waters affected by the groundwater at the point of contact with surface waters.

2. Except as otherwise authorized by a permit issued by the Department under a federally approved or delegated program or to the extent a variance, exception, exemption or other relief is granted or authorized by these Conditions, all discharges and activities must be conducted so as to not cause a violation of the water quality standards set forth in Chapters 62-4, 62-302, 62-520, 62-550, and 62-620, F.A.C., including the provisions of Rules 62-4.243, 62-4.244, and 62-4.246, F.A.C., the antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), F.A.C., and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C.

[Chapters 62-4, 62-302, 62-520, 62-550, and 62-620, F.A.C.]

XXXIII. SOLID AND HAZARDOUS WASTE

A. Solid Waste

The Licensee shall comply with all applicable, non-procedural provisions of Chapter 62-701, F.A.C., for any solid waste generated within the Certified Facility during construction, operation, maintenance, and closure.

[Chapters 62-701, F.A.C.]

B. Hazardous Waste, Used Oil, Petroleum Contact Water, and Spent Mercury

The Licensee shall comply with all applicable, non-procedural provisions of DEP Chapter 62-730, F.A.C., for any hazardous waste generated within the Certified Facility. An EPA identification number must be obtained before beginning hazardous waste activities, unless the facility is a Conditionally Exempt Small Quantity Generators (CESQGs). CESQGs generate no more than 100 kg (220 lbs.) of hazardous waste in any month.

The Licensee shall comply with the requirements of EPA's Hazardous Waste Generator Improvement Rule.

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The Licensee shall comply with all applicable, non-procedural provisions of DEP Chapter 62-710, F.A.C., for any used oil and used oil filters generated within the Certified Facility.

The Licensee shall comply with all applicable, non-procedural provisions of DEP Chapter 62-737, F.A.C., for any spent mercury-containing lamps and devices generated within the Certified Facility.

The Licensee shall comply with all applicable provisions of DEP Chapter 62-740, F.A.C. for any petroleum contact water located within the Certified Facility.

[Chapters 62-710, 62-730, 62-737, and 62-740, F.A.C.]

C. Hazardous Substance Release Notification

1. Any owner or operator of a facility who has knowledge of any release of a hazardous substance from a Certified Facility in a quantity equal to or exceeding the reportable quantity in any 24-hour period shall notify the Department by calling the STATE WATCH OFFICE, (800) 320-0519, as soon as possible, but not later than one working day of discovery of the release.

2. Releases of mixtures and solutions are subject to these notification requirements only where a component hazardous substance of the mixture, or solution, is released in a quantity equal to or greater than its reportable quantity.

3. Notification of the release of a reportable quantity of solid particles of antimony, arsenic, beryllium, cadmium, chromium, copper, lead, nickel, selenium, silver, thallium, or zinc is not required if the mean diameter of the particles released is larger than 100 micrometers (0.004 inches).

[Chapter 62-150, F.A.C.]

D. Contaminated Site Cleanup

The Licensee shall comply with all applicable, non-procedural provisions of Chapter 62-780, F.A.C., for any violations of relevant provisions of Chapter 376 or 403, F.S., that result in legal responsibility for site rehabilitation pursuant to those chapters. This responsibility for site rehabilitation does not affect any activity or discharge permitted or exempted pursuant to Chapter 376 or 403, F.S., or rules promulgated pursuant to Chapter 376 or 403, F.S.

[Chapter 62-780, F.A.C.]

XXXIV. STORAGE TANK SYSTEMS

Registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems, within a Certified Area, that store regulated substances shall be in accordance with Chapters 62-761 and 62-762, F.A.C., in order to minimize the occurrence and environmental risks of releases and discharges. Mineral acid storage tank systems are subject only to Rule 62-762.891, F.A.C.

A. Incident Notification Requirements

Notification of the discovery of the loss from a storage tank system of a regulated substance exceeding 100 gallons on impervious surfaces, other than secondary

SECTION A: GENERAL CONDITIONS

containment, such as driveways, airport runways, or other similar asphalt or concrete surfaces, provided that the loss does not come in contact with pervious surfaces; or, of the discovery of any other incident listed in subsections 62-761.450(2) or 62-762.451(2), F.A.C., shall be made to the County on Incident Notification Form 62-761.900(6) within 24 hours or before the close of the County's next business day.

B. Discharge Reporting Requirements

Upon discovery of an unreported discharge of a regulated substance, the Licensee shall report to the County, on Discharge Report Form 62-761.900(1) within 24 hours or before the close of the County's next business day, those items listed in paragraph 62-761.450(3)(a), F.A.C., including a spill or overfill event of a regulated substance to soil or another pervious surface, equal to or exceeding 25 gallons, unless the regulated substance has a more stringent reporting requirement specified in C.F.R. Title 40, Part 302.

C. Discharge Cleanup

If a discharge of a regulated substance occurs at a certified facility, actions shall be taken immediately to contain, remove, and abate the discharge under all applicable Department rules. The Licensee is advised that other federal, state, or local requirements may apply to these activities. If the contamination present is subject to the provisions of Chapter 62-780, F.A.C., corrective action, including free product recovery, shall be performed in accordance with that Chapter.

D. Out of Service and Closure Requirements

Storage tank systems shall be taken out-of-service and/or closed, as necessary, in accordance with Rules 62-761.800 and 62-762.801, F.A.C., as applicable.

[Chapters 62-761, 62-762, and 62-780, F.A.C.]

SECTION B. SPECIFIC CONDITIONS

I. DEPARTMENT OF ENVIRONMENTAL PROTECTION – Natural Gas Pipeline Specific Conditions

A. *Horizontal Directional Drilling (HDD)*

Prior to construction utilizing HDD methods, provide detailed description of all best management practices that will be utilized to protect water quality.

B. *Wetland Impacts*

Prior to construction, provide a detailed monitoring and maintenance plan for the restoration of the temporary wetland impacts, to ensure that the area has been restored to the appropriate grade to allow natural vegetation to recruit successfully. If the time lag for restoration is greater than one year from the time of impact to the time native vegetation has recruited, mitigation may be required for the temporal loss of wetland function.

C. *Discharge of Hydrostatic Test Water*

The Licensee shall be considered exempt from the requirements of Chapter 62-660, F.A.C., for the discharge of wastewater generated by the hydrostatic pressure testing of gas pipelines providing the following criteria are met. "Pigging", as used in this text, is defined as the forcing of a sponge bullet through a pipeline for cleaning purposes.

1. This exemption does not relieve the Licensee from complying with appropriate water quality standards, or from obtaining appropriate authorization from any other federal, state, or local agencies.
2. There is no direct discharge to surface waters or to wetlands.
3. There is no off-site discharge to an adjacent property unless consent is obtained by the facility from the property owner. Proof of such consent shall be provided to the Department.
4. If applicable, Licensee will dispose of all wastewater (condensable) collected in the line collection chamber(s) during pigging in a Department approved manner.
5. The use of detergents or any other chemicals during the pigging operation is prohibited.
6. Dispose of all collected solids in accordance with applicable regulations.
7. Inspect each discharge for floating solids, visible oil sheen, and foam once per hour. If these or any water quality violations are detected, the discharge is to be immediately discontinued until best management practices such as absorbent pads, booms, hay bales, or similar methods can be used to correct the problem.
8. Use best management practices, such as settling tanks, for energy dissipation and the prevention of erosion prior to any land application.
9. Note the following setback distances:
 - a. Maintain distances of 100 feet and 75 feet from the point of discharge to public and private water supply wells, respectively.

b. Provide a setback distance of 500 feet from the point of discharge to Outstanding Florida Waters, Class I surface waters or to Class II surface waters approved or conditionally approved for shellfish harvesting.

10. Record and maintain daily discharge quantities and provide the records to Department personnel upon request.

11. Collect a grab sample of the hydrostatic test water prior to each discharge and have it analyzed for oil & grease, total suspended solids and total recoverable petroleum hydrocarbons. The results of the analyses should be retained and made available to Department personnel upon request.

12. Notify the Department at least 3 working days prior to discharge of any hydrostatic test water. Include the date and time of release, flow, size of pipe, and a location map in the notification.

13. Testing water for existing pipes should only be used one time.

14. Failure to comply with any of these requirements may lead to revocation of this exemption and enforcement action.

If such requirements cannot be met then the Licensee shall be required to submit all documentation necessary for an Industrial Wastewater Permit prior to any discharge of hydrostatic test water.

D. Stormwater

Prior to construction provide details on the drainage for the compressor station, including how the stormwater will be handled, treated, and discharged in accordance with State rules. The Licensee shall obtain approval for stormwater discharges to the City of West Palm Beach's right-of-way.

[Chapters 62-4.040 and 62-660, F.A.C.; Environmental Resource Permit, Applicant's Handbook, Volumes 1 & 2]

II. DEPARTMENT OF ENVIRONMENTAL PROTECTION – Plant Site & Associated Facilities Specific Conditions

A. Toxic, Deleterious, or Hazardous Materials

If hazardous substances are used in the construction or maintenance of the certified facility, the Licensee shall provide the DEP with reasonable assurances that such hazardous substances will not enter stormwater drains or waterbodies (including groundwater).

[Rules 62-761.451; 62-762.451, F.A.C.]

B. Oil and Oil Filters

FPL will properly manage, handle and dispose of waste oil filters and used lubricating oil and other wastes generated in accordance with 62-730, F.A.C.

C. Reporting

The Licensee shall report all spills of materials having potential to significantly pollute surface or ground waters and which are not confined to a building or similar containment structure, by telephone immediately after discovery of such spill. The Licensee shall submit a written report within 48 hours, excluding weekends, from the original notification; the Siting Coordination Office shall be copied on this report. The telephone report shall be submitted by calling the DEP District Office Industrial Wastewater Compliance/Enforcement Section. After normal business hours, the Licensee shall contact the State Warning Point by calling (850) 413-9911 or (850) 413-9912. The written report shall include, but not be limited to, a detailed description of how the spill occurred, the name and chemical make-up (include any MSDS sheets) of the substance, the amount spilled, the time and date of the spill, the name and title of the person who first reported the spill, the size and extent of the spill and surface types (impervious, ground, water bodies, etc.) it impacted, the cleanup procedures used and status of completion, and include a map or aerial photograph showing the extent and paths of the material flow. Any deviation from this requirement must receive prior approval from the Department.

[Chapter 376, F.S.; Rule 62-160, F.A.C.]

III. DEPARTMENT OF TRANSPORTATION

A. Post-Certification Review Items

1. **Access Management to the State Highway System:** Any access to the State Highway System will be subject to the requirements of Rule Chapters 14-96, State Highway System Connection Permits, and 14-97, Access Management Classification System and Standards, F.A.C.:

2. **Overweight or Over-Dimensional Loads:** Operation of overweight or over-dimensional loads by the applicant on State transportation facilities during construction and operation of the utility facility will be subject to safety and permitting requirements of Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Over-Dimensional Vehicles, F.A.C.

3. **Use of State of Florida Rights-of-Way or Transportation Facilities:** All usage and crossing of State of Florida right of way or transportation facilities will be subject to Rule Chapter 14-46, Utilities Installation or Adjustment, F.A.C.; Florida Department of Transportation's Utility Accommodation Manual (Document 710-020-001); Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway System; Standard Specifications for Road and Bridge Construction; and pertinent sections of the Florida Department of Transportation's Project Development and Environmental Manual. U.S. 1 has been identified as Florida Intrastate Highway System (FIHS) facility. DOT requests any information for the plant site plan specifically within Dixie Highway and U.S. 1 limits be coordinated with the Department's District Four office. If Florida Power and Light is specifically requesting to use the vacant right of way between Broadway and Greenwood Avenue adjacent to 59th Street, this parcel of land is designated as one of the Department's storage hurricane disposal sites for Palm Beach County. A general use and temporary access permit may be required if the site is utilized. The placement of the transmission line and pipeline should take into consideration the planned widening of these facilities. The cost of relocating or reconstructing the transmission line and pipeline will be borne by the applicant to the extent

required by Section 337.403, Florida Statutes, and Rule Chapter 14-46, Florida Administrative Code.

4. **Standards:** The Manual on Uniform Traffic Control Devices; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway System; Florida Department of Transportation's Standard Specifications for Road and Bridge Construction; Florida Department of Transportation's Utility Accommodation Manual; and pertinent sections of the Department of Transportation's Project Development and Environmental Manual will be adhered to in all circumstances involving the State Highway System and other transportation facilities.

5. **Drainage:** Any drainage onto State of Florida right of way and transportation facilities will be subject to the requirements of Rule Chapter 14-86, Drainage Connections, F.A.C., including the attainment of any permit required thereby.

6. **Use of Air Space:** Any newly proposed structure or alteration of an existing structure will be subject to the requirements of Chapter 333, F.S., and Rule 14-60.009, Airspace Protection, F.A.C. Additionally, notification to the Federal Aviation Administration (FAA) is required prior to beginning construction, if the structure exceeds notification requirements of 14 CFR Part 77, Objects Affecting Navigable Airspace, Subpart B, Notice of Construction or Alteration. Notification will be provided to FAA Southern Region Headquarters using FAA Form 7460-1, Notice of Proposed Construction or Alteration in accordance with instructions therein. A subsequent Determination by the FAA stating that the structure exceeds any federal obstruction standard of 14 CFR Part 77, Subpart C for any structure that is located within a 10-nautical-mile radius of the geographical center of a public-use airport or military airfield in Florida will be required to submit information for an Airspace Obstruction Permit from the Florida Department of Transportation or variance from local government depending on the entity with jurisdictional authority over the site of the proposed structure. The FAA Determination regarding the structure serves only as a review of its impact on federal airspace and is not an authorization to proceed with any construction. However, FAA recommendations for marking and/or lighting of the proposed structure are made mandatory by Florida law. For a site under Florida Department of Transportation jurisdiction, application will be made by submitting Florida Department Transportation Form 725-040-1 1, Airspace Obstruction Permit Application, in accordance with the instructions therein.

7. **Level of Service on State Roadway Facilities:** All traffic impacts to State roadway facilities on the FIHS or the SIS, or funded by Section 339.2819, F.S., will be subject to the requirements of the level of service standards adopted by local governments pursuant to Rule Chapter 14-94, Statewide Minimum Level of Service Standards, F.A.C., in accordance with Section 163.3180(10), F.S. All traffic impacts to State roadway facilities not on the FIHS, the SIS, or funded by Section 339.2819, F.S., will be subject to adequate level of service standards established by the local governments.

B. Best Management Practices

1. Traffic control during facility construction and maintenance will be subject to the standards contained in the Manual on Uniform Traffic Control Devices; Rule Chapter 14-94, Statewide Minimum Level of Service Standards, F.A.C.; Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operation on the State Highway; Florida Department of Transportation's Standard Specifications for Road

and Bridge Construction; and Florida Department of Transportation's Utility Accommodation Manual, whichever is more stringent.

2. It is recommended that the applicant encourage transportation demand management techniques by doing the following:

- Placing a bulletin board on site for carpooling advertisements.
- Requiring that heavy construction vehicles remain on-site for the duration of construction to the extent practicable.
- A temporary traffic control plan for handling construction related traffic is needed subject to the requirements and standards. The plan will need to be approved by Florida Department of Transportation prior to construction.

3. If the applicant uses contractors for the delivery of any overweight or over-dimensional loads to the site during construction, the applicant should ensure that its contractors adhere to the necessary standards and receive the necessary permits required under Chapter 316, F.S., and Rule Chapter 14-26, Safety Regulations and Permit Fees for Overweight and Over-Dimensional Vehicles, F.A.C.

IV. SOUTH FLORIDA WATER MANAGEMENT DISTRICT

A. Legal/Administrative Conditions

1. General

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions. If contractual rights, duties, or obligations are transferred under this Certification, notice of such transfer or assignment, including the identification of the entity responsible for compliance with the Certification, shall immediately be submitted to the DEP and the SFWMD by the previous certification holder (Licensee) and the Assignee. Any assignment or transfer shall carry with it the full responsibility for the limitations and conditions of this Certification. The previous Licensee shall be responsible for informing the Assignee of all authorized facilities and uses and the conditions under which they were authorized. The previous Licensee shall remain liable for corrective actions that may be required as a result of any violations prior to transfer or assignment of any contractual rights, duties, or obligations under this Certification.

[Sections 373.044, 373.113, 373.223, and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, 40E-3.101(1), and 40E-6.351, F.A.C.]

b. Minimum Standards

This Certification is based on the Licensee's submitted information to the SFWMD which reasonably demonstrates that harm to the site water resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance.

[Sections 373.219, 373.223, 373.229, 373.308, and 373.316, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.500-531, F.A.C.]

c. Compliance Requirements

This project must be constructed, operated and maintained in compliance with and meet all non-procedural requirements set forth in Chapter 373, F.S., and Chapters 40E-2 (Consumptive Use), and 40E-3 (Water Wells), F.A.C.

d. Off-Site Impacts

It is the responsibility of the Licensee to ensure that harm to the water resources does not occur during the construction, operation, and maintenance of the project.

[Sections 373.223 and 373.309, F.S.; Rules 40E-2.091, 40E-2.381, 40E-3.301(3), and 40E-3.301(4), F.A.C.]

e. Liability

The Licensee shall hold and save the SFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment and/or use of any system authorized by this Certification, to the extent allowed under Florida law.

[Section 373.223, F.S.; Rules 40E-2.091, and 40E-2.381, F.A.C.]

f. Construction, Operation, and Maintenance Responsibilities

The Licensee shall be responsible for the construction, operation, and maintenance of all facilities installed for the proposed project.

[Section 373.309, F.S.; Rule 40E-3.301, F.A.C.]

g. Access

SFWMD representatives shall be allowed reasonable escorted access to the power plant site, the water withdrawal facilities and any associated facilities to inspect and observe any activities associated with the construction of the proposed project and/or the operation and/or maintenance of the on-site wells in order to determine compliance with the conditions of this Certification. The Licensee shall not refuse entry or access to any SFWMD representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials.

[Sections 373.223 and 373.319, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, and 40E-3.461, F.A.C.]

h. Post-Certification Information Submittals

Information submitted to the SFWMD subsequent to Certification, in compliance with the conditions of this Certification, shall be for the purpose of the SFWMD determining the Licensee's compliance with the Certification conditions and the non-procedural criteria contained in Chapters 40E-2 and 40E-3, F.A.C., as applicable, prior to the commencement of the subject construction, operation and/or maintenance activity covered thereunder.

[Rule 62-17.191, F.A.C.]

i. Enforcement

The SFWMD may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules of the SFWMD.

[Sections 373.223, 373.319, 373.603, and 403.514, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.881, and 40E-3.461, F.A.C.]

2. Processing of Informational Requests

a. Completeness and Sufficiency Review

At least 90 days prior to the commencement of construction of any portion of the project, the Licensee shall submit to SFWMD staff, for a completeness and sufficiency review, any pertinent additional information required under the SFWMD's conditions of Certification for that portion proposed for construction. If SFWMD staff does not issue a written request for additional information within 30 days, the information shall be presumed to be complete and sufficient.

[Sections 373.219 and 373.342, F.S.]

b. Compliance Review and Confirmation

Within 60 days of the determination by SFWMD staff that the additional information is complete and sufficient, the SFWMD shall determine and notify the Licensee in writing whether the proposed activities conform to SFWMD rules, as required by Chapters 40E-2 and 40E-3, F.A.C., and the Conditions of Certification. If necessary, the SFWMD shall identify what items remain to be addressed. No construction activities shall begin until the SFWMD has determined either in writing, or by failure to notify the Licensee in writing, that the activities are in compliance with the applicable SFWMD criteria.

[Sections 373.219 and 373.342, F.S.]

c. Revisions to Site Specific Design Authorizations

The Licensee shall submit, consistent with the provisions of Condition B.2., any proposed revisions to the site-specific design authorizations specified in this Certification to the SFWMD for review and approval prior to implementation. The submittal shall include all the information necessary to support the proposed request, including detailed drawings, calculations and/or any other applicable data. Such requests may be included as part of the appropriate additional information submittals required by this Certification provided they are clearly identified as a requested amendment or modification to the previously authorized design.

[Sections 373.085, 373.219, 373.223, 373.313, and 373.342, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.461, F.A.C.]

d. Dispute Resolution

Since this Certification is the only form of permit required from any agency, it is understood that the Licensee and the SFWMD shall strive to resolve disputes by mutual agreement.

[Sections 373.044, 373.085, 373.113, and 373.129, F.S.; Rule 40E-1.601, F.A.C.]

e. Objections

Objections to modifications of the terms and conditions of this Certification shall be resolved through the process established in Section 403.516, F.S.

f. Changes to Information Requirements

The SFWMD and the Licensee may jointly agree to vary the informational requirements.

[Sections 373.085 and 373.229, F.S.; Rules 40E-2.101(1) and 40E-3.101(2), F.A.C.]

B. Water Use Conditions

1. General

a. Water Shortage Compliance

In the event of a declared water shortage, the Licensee must comply with any water withdrawal reductions ordered by the SFWMD in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C.

[Section 373.246, F.S.; Rule 40E-2.381, F.A.C.]

b. Interference with Existing Legal Uses

The Licensee shall mitigate interference with existing legal uses, in existence at the time of issuance of the Certification Order, caused in whole or in part by the Licensee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation may include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means. Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10-year drought event that results in the:

(1) Inability to draw water consistent with the provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference;

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent; or,

(3) Inability of an existing legal user to meet its permitted demands without exceeding the permitted allocation.

[Section 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

c. Harm to Existing Off-Site Land Uses

The Licensee shall mitigate harm to existing off-site land uses caused by the Licensee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other government authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g., fill for construction, mining, drainage canal, etc.);

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

[Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

d. Harm to Natural Resources

The Licensee shall mitigate harm to natural resources caused by the Licensee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface;

(2) Reduction in water levels that harm the hydroperiod of wetlands;

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond;

(4) Harmful movement of contaminants in violation of state water quality standards; or,

(5) Harm to the natural system including damage to habitat for rare or endangered species.

[Sections 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

e. Well System Operation

At any time, if there is an indication that the well casing, valves, or controls associated with the on-site well system leak or have become inoperative, the Licensee shall be responsible for making the necessary repairs or replacement to restore the well system to an operating condition acceptable to the SFWMD. Failure to make such repairs shall be the cause for requiring that the well(s) be filled and abandoned in accordance with the procedures outlined in Chapter 40E-3, F.A.C.

[Sections 373.308 and 373.316, F.S.; Rules 40E-3.101, 40E-3.41, 40E-3.41 I, and 40E-3.500-531, F.A.C.]

2. Site Specific Design Authorizations/Requirements

a. Authorized Monthly Withdrawals

This Certification authorizes a maximum monthly withdrawal of 6.169 MGM from the Surficial aquifer for water pump bearing cooling water and landscape irrigation water.

b. Authorized Annual Withdrawals

This Certification authorizes an average annual withdrawal of 37.318 MGY from the Surficial aquifer for water pump bearing cooling water and landscape irrigation water.

c. Authorized Withdrawal Facilities

1 - 6" X 85' X 225 GPM WELL WITH UNKNOWN CASED DEPTH

1 - 6" X 100' X 225 GPM WELL CASED TO 84 FEET

1 - 6" X 175' X 225 GPM WELL WITH UNKNOWN CASED DEPTH

d. Emergency Withdrawals

Any withdrawals from the Surficial aquifer in excess of the withdrawals authorized under this Certification shall require prior SFWMD approval. Any withdrawals from alternative surface or ground water supply sources shall require prior SFWMD approval. The SFWMD may grant such approval for any emergency withdrawals less than 90 days in duration without modifying these Conditions of Certification. The SFWMD's approval shall be based on the non-procedural requirements of Chapter 40E-2, F.A.C.

e. Consistency Review of Authorized Withdrawals

Within ten years from the date of issuance of the Certification Order and every ten years thereafter, unless extended by mutual agreement between the Licensee and the SFWMD, the Licensee shall submit to the SFWMD a report on the project's consistency with SFWMD's Water Use Conditions of Certification contained herein. Within 90 days after receipt of the completed report, the SFWMD shall evaluate the information contained therein and issue a written notification to the DEP and the Licensee as to whether the ground water withdrawals for consumptive use authorized by this Certification remain in compliance with the provisions of Chapter 373, F.S., and Chapter 40-2, F.A.C., in effect at the time the certification was issued by the Siting Board. In determining whether the Licensee has established that its use of water complies with rule 40E-2, F.A.C., and the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, the SFWMD shall evaluate whether the Licensee's use of water interferes with a legal use of water that existed at the time the certification was issued by the Siting Board. If the notification indicates that the withdrawals are not in compliance with these provisions, the SFWMD shall recommend to the Licensee possible alternatives for bringing the withdrawals into compliance with SFWMD's Water Use Conditions of Certification contained herein. In addition, if DEP determines, in consultation with SFWMD, based upon a review of a report submitted pursuant to this condition, that the Licensee has failed to establish that the Licensee's use of water meets the consumptive water use

requirements described herein, DEP may seek to modify the authorization to use water in the certification or take other appropriate measures to ensure that the consumptive use of water meets the conditions for issuance in Chapter 40E-2, F.A.C., as described herein. Any modification made pursuant to this condition shall not be subject to competing applications provided there is no increase in the allocation and no change in source.

f. Request for Modification of Withdrawals

The SFWMD may request a modification of the ground water withdrawals for consumptive use authorized by this Certification, in accordance with the provisions of Section 403.516, F.S. and Section 62-17.21 1, F.A.C. Any request for an increase in water withdrawals shall be made pursuant to the provisions of Section 403.516, F.S., and Section 62-17.21 1, F.A.C.

g. Dewatering Activities

Prior to commencement of construction of those portions of the project that involve dewatering activities, the Licensee shall submit a detailed plan for any such activities to the SFWMD for a determination of compliance with the non-procedural requirements of Chapters 40E-2 and 40E-3, F.A.C., in effect at the time of submittal. The following information, referenced to NGVD where appropriate, shall be submitted:

- (1) A detailed site plan which shows the location(s) for each proposed dewatering area;
- (2) The method(s) used for each dewatering operation;
- (3) The maximum depth for each dewatering operation;
- (4) The location and specifications for all proposed wells and/or pumps associated with each dewatering operation;
- (5) The duration of each dewatering operation;
- (6) The discharge method, route, and location of receiving waters generated by each dewatering operation, including the measures (Best Management Practices) that will be taken to prevent water quality problems in the receiving water(s);
- (7) An analysis of the impacts of the proposed dewatering operations on any existing on and/or off-site legal users, wetlands, or existing groundwater contamination plumes;
- (8) The location of any infiltration trench(es) and/or recharge barriers; and
- (9) All plans must be signed and sealed by a Professional Engineer or a Professional Geologist registered in the State of Florida.

[Sections 373.229 and 373.308, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-3.500-531, F.A.C.]

h. Monitoring and Reporting Requirements

Prior to commencement of operation of the new plant, the Licensee shall install 1 saline water intrusion monitoring well east of the existing Surficial aquifer production wells, pursuant to the Licensee's proposed Saline Water Intrusion Monitoring Plan.

Prior to the use of any withdrawal facility authorized under this Certification, the Licensee shall equip each withdrawal facility with a SFWMD-approved operating water use accounting system and submit a report of calibration to the SFWMD, pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District. Recalibration reports for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this Certification shall be submitted to the SFWMD every five years from each previous calibration, continuing at five-year increments. The Licensee shall report monthly withdrawals for each withdrawal facility to the SFWMD quarterly. The quarterly reports shall include water levels in the monitoring well referenced to feet NGVD and conductivity, temperature, and chloride concentration for the monitoring and production wells. The Licensee shall specify the water accounting method and means of calibration on each report.

[Section 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

i. Existing Well Repair, Replacement, and/or Abandonment

If any of the existing on-site wells require repair, replacement, and/or abandonment, the Licensee shall submit the information described in Chapter 40E-3, F.A.C., for review by the SFWMD prior to initiating such activities.

[Sections 373.308 and 373.316, F.S.; Rules 40E-3.041, 40E-3.101, 40E-3.41, and 40E-3.531, F.A.C.]

j. New Well Construction

Prior to construction of any new or replacement production or monitoring wells, the Licensee shall submit the drilling plans and other pertinent information, required by Chapter 40E-3, F.A.C., to the SFWMD for review and approval. If the well locations are different from those previously reviewed and approved in this Certification, the Licensee shall also submit to the SFWMD, for review and approval, an evaluation of the impacts of the proposed pumpage from the proposed well location(s) on adjacent existing legal users, pollution sources, environmental features, and water bodies.

[Section 373.223, F.S.; Rules 40E-2.091, 40E-2.301, and 40E-2.381, F.A.C.]

k. Water Conservation Plan

Prior to commencement of construction the Licensee shall submit a Water Conservation Plan, as required by Chapter 40E-2, F.A.C., in effect at that time, for review and approval by SFWMD staff. The plan shall, at a minimum, incorporate the following components:

(1) An audit of the amount of water needed in the Licensee's operational processes. The following measures shall be implemented within one year of audit completion if found to be cost effective in the audit:

i. Implementation of a leak detection and repair program;

ii Implementation of a recovery/recycling or other program providing for technological, procedural or programmatic improvements to the Licensee's facilities; and,

iii Use of processes to decrease water consumption.

(2) Development and implementation of an employee awareness program concerning water conservation.

C. Natural Gas Pipeline

1. Water Use Conditions

a. The Licensee is authorized to withdraw water from the SFWMD's C-17 Canal, the C-18W Canal and from the C-44 Canal for hydrostatic testing of the completed pipeline. The test water shall be returned to the canal upon completion of the testing program. The temporary withdrawal of the hydrostatic testing water is considered to be incidental to the pipeline construction and meets the criteria for a General Permit by Rule for Short-Term Dewatering, pursuant to Rule 40E-2.061(2), F.A.C.

b. The Licensee is authorized to withdraw a maximum of 2.125 MG of water from the SFWMD's C-17 Canal, 1.0 MG of water from the C-18W Canal and 4.0 MG of water from the C-44 Canal as make-up water to support the horizontal directional drill activities associated with the proposed subaqueous crossings. The temporary withdrawal of the horizontal drill make-up water is considered to be incidental to the pipeline construction and meets the criteria for issuance of a General Permit by Rule, pursuant to Rule 40E-2.061, F.A.C.

[Sections 373.085 and 373.086, F.S.; Rule 40E-6, F.A.C.]

2. Rights-of-Way Conditions

a. General Conditions

(1) The Licensee shall use the preferred construction method (horizontal directional drill or HDD) for the proposed crossing of the SFWMD's C-17 and C-18W Canals. The staging area for the HDD shall be located outside of the SFWMD's right-of-way. If the Licensee determines that the HDD method is not technically or economically feasible, the Licensee may submit an application for an amendment or modification to this Certification for approval of an alternative crossing method that is consistent with the criteria set forth in Chapter 40E-6, F.A.C. The application for an amendment or modification shall include documentation demonstrating that the HDD method is not technically or economically feasible.

(2) At least 90 days prior to the commencement of construction of the pipeline, the Licensee shall provide the SFWMD with the final proposed pipeline right-of-way location within the SFWMD's C-17 and/or C-18W Canal rights-of-ways.

(3) At least 90 days prior to the commencement of construction of any portion of the pipeline within the SFWMD's C-17 and/or C-18W Canal rights-of-ways, or any use of SFWMD right-of-way related to construction of the pipeline, the Licensee shall submit complete scaled or fully-dimensioned 8½" X 11" drawings and engineering specifications to the SFWMD showing the proposed facilities for a determination of compliance with the requirements of Chapter 40E-6, F.A.C. The drawings shall depict the proposed facilities and uses in both plan and profile views and shall show, at a minimum, the following:

(i) The proposed location of the facilities in relation to a section line, major road or other prominent well-known landmark by which the facility may be located in the field;

(ii) The canal right-of-way lines;

(iii) The top of the canal bank and its elevation (all elevations to be NGVD 1929 Datum);

(iv) A cross-section of the canal taken at the location of the center line of the inlet structures showing the location of the inlet structures and their intake channel in relation to the existing canal section;

(v) Erosion control methods and techniques; and,

(vi) Any other pertinent structures or uses.

(4) Within 60 days of completion of the installation of the authorized facilities, the Licensee shall provide the SFWMD with as-built drawings signed and sealed by a Florida professional engineer verifying that the authorized facility was constructed in accordance with the post-Certification design plans previously approved by the SFWMD. As-built drawings shall include the canal design section in relation to the burial depth of the subaqueous crossing. Soundings are to be taken at a maximum of 10-foot intervals, from top of bank to top of bank and tied into the canal right-of-way lines and plotted on standard 10 x 10 cross-section paper or a similar cad drawing. The SFWMD's right-of-way lines, a north arrow, and the design canal section shall be superimposed. Mean Sea Level (MSL) or National Geodetic Vertical Datum (NGVD 1929) will be used as datum and English or a combination of English and equivalent metric units of measure employed.

b. Subaqueous Pipeline Installation Conditions

(1) The authorized installation shall be laid to an elevation which is adequate to provide a minimum of 36 inches of cover below the existing canal section or ultimate canal design section, whichever is deeper. The design section for the C-17 Canal at the proposed crossing location is a canal bottom width of 20' at elevation 0.3' NGVD/MSL, with 2 horizontal to 1 vertical side slopes. The berm width is 25' wide at elevation 14.5' (east) and elevation 14.0' (west). The design section for the C-18W Canal at the proposed crossing location is a canal bottom width of 10' at elevation 14' NGVD/MSL, with 2 horizontal to 1 vertical side slopes. The berm width is 40' at elevation 22' (east and west sides) with a levee top width of 10' at elevation 24' (east and west sides).

(2) Backfilling of trenches that cross or otherwise impact the SFWMD's rights-of-way shall be compacted to 95% American Society of Testing Materials (ASTM) D698 standards. The Licensee shall provide the SFWMD with a report prepared by a professional engineer licensed in the state of Florida in which the engineer certifies that the required density has been achieved. Other trenching shall be backfilled in a manner so that compaction levels of the disturbed areas meet or exceed the compaction levels of adjacent undisturbed areas. Any area that exhibits subsidence shall be appropriately filled so no ponding occurs over the pipeline trench. The Licensee is responsible for restoring areas degraded by the authorized use to meet the SFWMD's required levee or berm design elevation based on pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction. To document pre-construction conditions, the Licensee shall

perform a visual inspection of the right-of-way at the crossing location documented by photographs.

(3) The Licensee shall restore the canal right-of-way to pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction including, but not limited to, replacement of sod in previously sodded areas. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs. If installation of the pipeline interferes or conflicts with an existing SFWMD facility, the Licensee shall modify the pipeline alignment to avoid said facility or modify installation so as to meet the SFWMD's requirements.

(4) The Licensee is responsible for identification of potential conflicts with existing facilities permitted by the SFWMD and for coordinating relocation of previously permitted facilities, as required, including obtaining the necessary right-of-way occupancy permit modifications for those previously permitted facilities.

(5) All work associated with the authorized installation within the SFWMD's C-17 and/or C-18W Canal right-of-way shall be performed within a 100-foot wide work corridor centered on the installation alignment until such time as detailed engineering and subsurface testing is complete, upon which said 100-foot wide work corridor shall be narrowed to a 50-foot wide work corridor centered on the installation alignment.

(6) The portion of the authorized facilities crossing the SFWMD's rights-of-way must provide a minimum of 3' of cover below the existing ground elevation or the design berm elevation, whichever is lower. Vaults and manholes, if applicable, shall be installed so the top of the facility is set flush with the existing ground and in such a manner so as to withstand the weight of the SFWMD's heavy maintenance equipment and vehicles.

(7) The Licensee shall adequately identify the location of the crossing with a permanent type, above-ground, marker placed within the SFWMD's right-of-way at location(s) specified by the SFWMD's field representative.

(8) At no time shall the C-17 or C-18W Canal be blocked or flows otherwise restricted or impeded. This shall include a prohibition on dams or fills being placed in the C-17 or C-18W Canal during all phases of construction and maintenance.

(9) The Licensee and its authorized representatives and contractors shall only have the right to utilize the SFWMD's right-of-way for the pipeline and for those activities, uses and purposes specifically Certified. All other activities, uses and purposes on the SFWMD's right-of-way by Licensee not specifically Certified are prohibited. Furthermore, the Licensee shall not have the right to authorize any other person or entity to utilize the SFWMD's right-of-way for any activity, use, or purpose without the prior written consent of the SFWMD.

(10) The SFWMD reserves the right of priority access in order to perform its regional water management missions and the Licensee shall not interfere with that access, particularly during emergencies. Uninterrupted SFWMD access shall be maintained at all times.

(11) The Licensee shall be responsible for any mitigation or permitting arising from impacts to any state or federally listed threatened or endangered species on the SFWMD's right-of-way occurring from the construction or operation of the pipeline, in accordance with the terms and conditions of any State or Federal approvals, and all applicable regulatory laws, including, but not limited to Certification.

(12) The Licensee shall be responsible for relocation of all gopher tortoises on the SFWMD's right-of-way that are impacted by the proposed construction, in accordance with the terms and conditions of any State or Federal approvals, and all applicable regulatory laws, including, but not limited to Certification.

(13) The Licensee, its agents, employees, contractors and subcontractors shall be prohibited from removing any items of historical, architectural, archaeological, or cultural significance.

(14) The Licensee does not have any authority to incur liens for labor or materials on the SFWMD's right-of-way. All persons contracting with the Licensee, all material, men, contractors, mechanics, and laborers are hereby charged with notice they must look to the Licensee, and to the Licensee only, to secure the payment of any bill for work done or any materials furnished during the term of this Agreement. Pursuant to Sections 713.01(21) and (24) Florida Statutes, the SFWMD's right-of-way shall not be subject to liens for improvements and such liability is expressly prohibited. This paragraph shall be included in all contracts with the Licensee for materials for services involving the SFWMD's right-of-way. In the event that the Licensee shall not, within 10 days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, the SFWMD shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by the SFWMD, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to the SFWMD by the Licensee on demand.

(15) The SFWMD, its Governing Board members, employees, contractors, and subcontractors, are not responsible or liable for any claims by the Licensee, or any partner, parent, affiliate, or subsidiary, for damages (including special and consequential), loss, expense, or costs with respect to the pipeline or other property or improvements arising directly, indirectly, or proximately from water level fluctuations, water flows, or operations of water control structures.

(16) If in the sole discretion of the SFWMD it becomes necessary to seek the relocation of the pipeline to accommodate the SFWMD's use of the SFWMD's right-of-way for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, preservation of wetlands, streams and lakes, and/or Comprehensive Everglades Restoration Plan (CERP) purposes (hereinafter referred to as "SFWMD Project Purposes"), the SFWMD shall provide the Licensee at least two (2) years written notice prior to commencing activity on the SFWMD's right-of-way (hereinafter referred to as the "SFWMD's Relocation Notice"). The SFWMD and the Licensee may first explore all reasonable alternatives to keep the pipeline in its current location utilizing any reasonable engineering method approved by the SFWMD and the Licensee. However, any relocation is subject to approval by all required Certifying agencies.

The Licensee shall be responsible, at its sole cost and expense, for all aspects of relocation and obtaining any and all required approvals.

(17) The Licensee shall be responsible for the increased cost that the SFWMD incurs in the event of canal widening, installation, repair, or replacement of culverts (or other SFWMD facilities) within the SFWMD's right-of-way due to the pipeline being located within the SFWMD's right-of-way. The increased cost shall be determined by the SFWMD requiring its contractor (selected as the lowest responsive and responsible bidder) to provide the following information: an estimate based on work being performed assuming no pipeline is in place, and the accepted bid based on the work being performed with the pipeline in place. The difference between the estimate and the bid constitutes the SFWMD's increased cost. The Licensee shall pay the SFWMD's increased cost no later than 30 days after receipt of written notice from the SFWMD of the amount of the increased cost, the amount of the estimate, the bid submitted by the Contractor, and the name of the contractor submitting the bid. The SFWMD shall provide the Licensee notice if its intent to solicit the aforementioned bids at least 60 days prior to requesting proposals from contractors.

(18) For purposes of this condition, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. The Licensee shall not cause the Disposal of any Pollutants upon the SFWMD's right-of-way or upon any adjacent lands. The Licensee shall operate and occupy the SFWMD's right-of-way in compliance with all Environmental Laws. Any Disposal of Pollutants, whether caused by the Licensee or any other third party, shall be reported to the SFWMD immediately upon the knowledge thereof by the Licensee. The Licensee shall be solely responsible for the entire cost of cleanup of any Disposal of Pollutants resulting from the activities of the Licensee, its contractors, subcontractors, agents, and/or assigns with respect to the SFWMD's right-of-way. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensee shall indemnify, defend and hold harmless the SFWMD, its Governing Board members, employees, contractors, invitees and agents, from and against any and all claims, loss, damage, cost or liability incurred by the SFWMD, its Governing Board members, employees, contractors, invitees and agents, (including but not limited to reasonable attorney's fees and costs) which arises directly, indirectly or proximately as a result of the Disposal of any Pollutants by Licensee, its contractors, subcontractors, agents, and/or assigns which affects the SFWMD's right-of-way or emanates from the SFWMD's right-of-way to adjacent lands. This responsibility shall continue to be in effect for any such Pollutants as are discovered after the date of termination of this Certification. While this paragraph establishes contractual liability for the Licensee regarding pollution of the subject lands as provided herein, it does not alter or diminish any statutory or common law liability of the Licensee for such pollution.

(19) In the event the use granted hereunder is either abandoned, terminated, or no longer utilized, the rights granted herein shall terminate and the Licensee, at its sole expense, shall comply with federal, state, and local laws and regulations applicable to removal or closure of the pipeline and all appurtenant facilities.

c. *Right-Of-Way Access Conditions*

(1) The Licensee shall maintain the SFWMD's right-of-way at all times in a good condition acceptable to the SFWMD.

(2) If deemed necessary by the SFWMD, the Licensee shall construct vehicle turn-around/passing areas to meet SFWMD requirements to accommodate unimpeded continuous access by SFWMD vehicles and equipment.

(3) Prior to any proposed post-construction use of the SFWMD's right-of-way for inspection and maintenance of the pipeline, the Licensee shall submit to the SFWMD, for review and approval, a detailed plan identifying the proposed type and number of vehicles to be used and the frequency of such use. All use of SFWMD right-of-way by the Licensee shall be in accordance with the requirements of Chapter 40E-6, F.A.C., unless otherwise authorized in this Certification.

(4) The Licensee shall only use the access points and gates authorized by the SFWMD. Upon payment of applicable key deposit fees and submission of complete key permit applications, the SFWMD agrees to grant the Licensee the necessary key permits allowing temporary access across SFWMD roads to support the construction needs of the Licensee. The Licensee shall not utilize the SFWMD's right-of-way for the general servicing or maintenance of its construction equipment or for the storage of any contaminant, hazardous substance, fuel or other petroleum products. The Licensee shall take all necessary measures to preclude the general public from accessing those portions of the right of way under construction such as posting of designated construction zones.

(5) Temporary access authorization is for the use of the Licensee and the Licensee's contractor(s)/sub-contractor(s) only.

(6) The Licensee is responsible for providing and utilizing reasonable and adequate dust control measures, as necessary.

(7) No vehicular maintenance/repair activities or substances or parts associated with the repair or maintenance of vehicles/equipment will take place, be used, stored or discarded within the right-of-way nor shall the SFWMD's right-of-way be used for storage or parking of equipment, associated machinery or construction trailers.

(8) The Licensee shall not stockpile excavated material in the canal or within the SFWMD's right-of-way except in areas approved by the SFWMD. The Licensee is responsible for the removal of all excess material from the SFWMD's right-of-way, unless otherwise directed by the SFWMD.

(9) The Licensee shall maintain insurance coverage to the amounts and limits specified by the SFWMD throughout the life of the project. The Licensee is responsible for providing the SFWMD with renewed/updated certificates. Insurance coverage will remain in effect until such time as all activities within the SFWMD's right-of-way have ceased, the right-of-way is restored to the pre-construction condition documented by the Licensee and approved by the SFWMD prior to commencement of construction, and the Licensee and the SFWMD agree that insurance coverage may be cancelled. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs.

d. Special Conditions

(1) Prior to commencement of construction or utilization of the SFWMD's right-of-way, the Licensee is required to contact the SFWMD's field representative at the West Palm Beach Field Station office at (561) 791-4100 to schedule a pre-construction meeting. The Licensee shall prepare and present at the pre-construction meeting a list of 24-hour contact personnel that includes the contractor and designer and their titles and telephone numbers for office, mobile, beeper, home or local residences.

(2) If storm, hurricane, or emergency circumstances are developing, the SFWMD will attempt to provide a 48-hour notice. The Licensee will be contacted by telephone or a visit to the construction site wherein the Licensee will be informed of the emergency situation. The Licensee is put on notice that the 48-hour notice is a warning that the SFWMD may or may not be able to provide the Licensee.

(3) If storm, hurricane or emergency circumstances have developed, the SFWMD will contact the Licensee by telephone or visit the site to place the Licensee on 24-hour alert. At this time, the Licensee and the Licensee's contractor(s) and sub-contractor(s) must begin securing the project site and removing equipment, silt barriers and other potential hazards from the canal and right of way per the SFWMD's approved contingency plans.

(4) The Licensee is advised that the SFWMD's hurricane, storm event and/or emergency alert may differ from the National Hurricane Center or the local news and weather. The SFWMD takes into consideration the numerous factors concerning construction within the channel and canal rights-of-way. As such, upon the SFWMD's notification to the Licensee of a pending emergency, storm event, or hurricane, the Licensee has twenty-four (24) hours or less to comply with SFWMD orders and the previously submitted SFWMD-approved contingency plan.

(5) In the event of floods or other natural or civil disasters or emergencies affecting the SFWMD or SFWMD right-of-way, the Licensee shall cooperate with the SFWMD to mitigate the impact of such emergencies. The Licensee shall immediately notify the SFWMD and Palm Beach County of any emergency situation occurring upon the SFWMD's right-of-way.

(6) The Licensee is put on notice that, prior to the placement of additional facilities or alterations to existing facilities other than those specified in the Certification, an amendment or modification to the Certification will first be required.

(7) The Licensee shall comply with any more stringent conditions set forth in other required approvals.

(8) A copy of the application for modification of Site Certification, the amended Certification Order, the SFWMD's post-Certification submittals, and the SFWMD's construction authorization letter will be kept at the construction site until completion of all phases of construction and acceptance of the constructed facilities and restoration of the right of way by the SFWMD's field representative.

(9) The Licensee shall be responsible for the removal of all materials and debris from the SFWMD's right-of-way; and, for the repair, replacement and restoration of any sections of the SFWMD's right-of-way damaged or disturbed resulting from

the authorized activity. Restoration shall be to pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs. Restoration shall include, but not be limited to, grading/re-shaping, the addition of shellrock or other materials acceptable to the SFWMD, seeding, re-sodding with Argentine Bahiagrass, or other species acceptable to the SFWMD as drought tolerant.

(10) Should the authorized activities or placement of the authorized facilities within the SFWMD's right-of-way or maintenance of same result in shoaling, erosion or wash-outs of the SFWMD's right-of-way, berm or side slope of the canal, it is the Licensee's sole responsibility and expense to, upon notification from the SFWMD, immediately take appropriate steps to restore the right of way to its pre-construction condition to the satisfaction of the SFWMD.

(11) At no time shall the Licensee place permanent or semi-permanent above-ground encroachments or facilities within the 40-foot wide strip of land lying parallel to the canal as measured from the top of the existing canal bank landward, unless otherwise authorized in this Certification.

(12) A portion of the corridor crossing the SFWMD's C-17 Canal right-of-way and crossing the C-18 W right-of-way falls within a SFWMD-designated staging area. At no time shall the Licensee place above ground facilities within the SFWMD's designated 100-foot long equipment staging areas located at all bridges and pile-supported utility crossings, unless otherwise authorized in this Certification.

(13) Proposed pipeline crossings shall be capable of withstanding heavy equipment load requirements equal to or greater than FDOT load rating HL-93.

(14) Immediately upon completion of the authorized work, the Licensee shall contact the SFWMD's field representative at the West Palm Beach Field Station office at (561) 791-4100 to schedule a final inspection.

e. Standard Limiting Conditions

(1) All structures on SFWMD works or lands constructed by the Licensee shall remain the property of the Licensee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. The Licensee is advised that other federal, state and local safety standards may govern the occupancy and use of the SFWMD's lands and works. The SFWMD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

(2) The Licensee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the authorized facilities/use. This duty shall include, but not be limited to, the Licensee's consideration of the SFWMD's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Licensee's consideration of upgrades and modifications to the authorized facilities/use which may be necessary to meet any future changes

to applicable engineering practice and accepted industry standards. The Licensee acknowledges that the SFWMD's review of this project and authorization to commence construction, including, but not limited to, any field inspections performed by the SFWMD, does not in any way consider or ensure that the authorized use/facilities are planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, and provide all safety protections as required by law. The Licensee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any SFWMD staff or representative during the Certification review process, including, but not limited to, any field inspections, shall not in any way be relied upon by Licensee as the SFWMD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Licensee in order to meet Licensee's duty to incorporate safety features, as set forth above.

(3) The Licensee agrees to abide by all of the terms and conditions of this Certification, including any representations made in the application for modification and related documents. The Licensee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the SFWMD to obtain compliance with the Conditions of Certification. In the event the SFWMD brings suit, including appeals, to enforce any of the provisions hereof, the SFWMD shall be entitled to recover from the Licensee all reasonable attorney's fees, and costs, (including but not limited to the fair market value of the SFWMD's in house attorneys' fees based upon private attorneys' fees/rates, as well as costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, and any and all costs associated with litigation that are not taxable costs under the cited authorities at all levels of litigation incurred by the SFWMD.

(4) This Certification does not convey any property rights nor any rights or privileges other than those specified herein and this Certification shall not, in any way, be construed as abandonment or any other such impairment or disposition of the SFWMD's property rights. The SFWMD approves the use/facilities authorized in this Certification only to the extent of its interest in the works of the SFWMD. Licensee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by this Certification. The Licensee shall comply with any more stringent conditions or provisions which may be set forth in other required certifications or other authorizations. The SFWMD, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the SFWMD owns less than fee.

(5) Unless specifically prohibited or limited by statute, the Licensee shall indemnify, defend and save and hold harmless the SFWMD (which used herein includes the SFWMD and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, injuries, expenses, costs, judgments, liabilities, attorneys fees and costs (including but not limited to the fair market value of the SFWMD's in house attorneys' fees based upon private attorneys' fees/rates, as well as costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, and any and all costs associated with litigation that are not taxable costs under the cited authorities at all levels of litigation), which arise from or

may be related to the ownership, construction, maintenance or operation of the authorized use or the possession, utilization, maintenance, occupancy, activities conducted upon, and/or ingress and egress of the SFWMD's right-of-way which arise directly, indirectly or proximately and/or are caused in whole or in part by the acts, omissions or negligence of the Licensee, its agents, employees, contractors, subcontractors and/or agents, the SFWMD or of third parties. The Licensee agrees to provide legal counsel acceptable to the SFWMD if requested for the defense of any such claims.

(6) The SFWMD does not waive sovereign immunity in any respect.

(7) The Licensee shall not engage in any activity regarding the authorized use which interferes with the construction, alteration, maintenance or operation of the works of the SFWMD including, but not limited to:

- (i) discharge of debris or aquatic weeds into the works of the SFWMD;
- (ii) causing erosion or shoaling within the works of the SFWMD;
- (iii) planting trees or shrubs or erecting structures which limit or prohibit access by SFWMD equipment and vehicles, except as may be authorized by this Certification;
- (iv) leaving construction or other debris on the SFWMD's right-of-way or waterway;
- (v) damaging SFWMD bank slopes, berms and levees;
- (vi) removal of SFWMD owned spoil material;
- (vii) removal of or damage to SFWMD locks, gates and fencing; and,
- (viii) opening of SFWMD rights-of-way to unauthorized vehicular access.

The Licensee shall be responsible for any costs incurred by the SFWMD resulting from any such interference, as set forth in (i) through (viii), above.

(8) The SFWMD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the SFWMD's canal or any activities which may include use or contact with water from the SFWMD's canal, since the SFWMD periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

(9) The Licensee shall allow the SFWMD to inspect the authorized use at any reasonable time.

(10) The Licensee shall not interfere with any other existing or future certified uses or facilities authorized by the SFWMD.

(11) The SFWMD has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the SFWMD in accordance

with criteria established by the, SFWMD, or the U. S. Army Corps of Engineers for the works of the SFWMD.

(12) The Licensee shall be responsible for the repair or replacement of any existing facilities located within the SFWMD's right-of-way which are damaged as a result of the installation or maintenance of the authorized facilities.

(13) It is the responsibility of the Licensee to make prospective bidders aware of the terms and conditions of this Certification. It shall be the responsibility of the Licensee's contractors to understand the terms and conditions of this Certification and govern themselves accordingly.

V. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. *West Indian Manatee*

1. Interim Warm-Water Refuge Heating System

The current trigger temperature identified in the Manatee Protection Plan under the Riviera Beach power plant's National Pollutant Discharge Elimination System permit is 61°F. In order to prevent an increased risk of manatee cold stress death during the RBEC conversion construction period, adaptive management protocols for the interim warm-water refuge heating system shall include the following:

a. Testing, monitoring, and evaluation of the interim heating system shall take place pursuant to the conditions found in Sections 2 Environmental Monitoring and Section 3 Biological Monitoring.

b. The trigger temperature shall be set at 65°F, during the period that the interim heating system is required. The interim heating system shall be designed such that when ambient water temperatures are below 65°F, as indicated from a selected ambient water temperature station (as agreed to in the Environmental Monitoring Plan), the interim heating system will provide a water temperature at or above 68°F, within the identified warm-water refuge until such time as the ambient water temperature reaches 65°F. The interim heating system shall be maintained and operated to achieve this result, in accordance with best management practices (BMP) established by Licensee, unless otherwise authorized by FWC and USFWS, or unless the safety or reliability of the electric power system would be compromised. The Licensee shall develop a BMP manual for the interim heating system that shall include the following components:

- (1) operation and maintenance procedures for the interim heating system;
- (2) requirement for a log demonstrating that the recommended operating and maintenance procedures and checks are performed;
- (3) a spare parts list including the location of the spares;
- (4) a list of qualified operators and repair persons and their contact information;
- (5) a trouble shooting flowchart and repair personnel call out plan;

(6) an incident log to track the status of troubleshooting and repair activities until the system is operable; and,

(7) notification requirements to agencies.

c. Licensee shall submit its BMP manual to FWC for review and comment by August 15 of the year when the RBEC conversion commences which is expected to be 2011. Licensee will review, consider, and incorporate if practicable, comments from FWC that are received by September 15 of that year. A copy of the Licensee's BMP manual for the interim heating system shall be maintained at all times at the RBEC site and shall be made available upon request to authorized representatives of FWC and DEP.

d. If through the biological monitoring or daily visual assessments of manatee health, or scientific data it is indicated, that the 65°F interim heating system trigger temperature should be; raised or lowered to maintain a sufficient warm-water refuge, then FWC will consult with DEP, USFWS, and FPL to assess the information and develop a new strategy that can be agreed upon by all four parties. Such a new agreed upon strategy would be proposed by FWC in a DEP initiated modification to certification.

e. The interim warm-water refuge is described as the area located within the current warm-water refuge created by a portion of the plant's thermal discharge (see Attachment F).

f. The Licensee may request modification of applicable FWC conditions upon issuance by the DEP, in consultation with the FWC, of Final NPDES permit modification FL0001546 if such requested modifications to the conditions herein have been adopted into the Final NPDES permit.

g. Licensee shall provide written notification of the commencement of conversion to DEP and the FWC as soon as possible but no later than June 15 of the year when the RBEC conversion commences which is expected to be 2011.

[Sections 20.331, 253.75, 379.1025, 379.2291, 379.243(2), 403.507, and 403.509, F.S.; Rule 68A-27 F.A.C.]

2. Environmental Monitoring

The following monitoring requirements are applicable to the operation of the interim heating system during the conversion of the RBEC.

a. Evaluation of the interim heating system shall be conducted at RBEC during winter months (November 15 through March 31) of 2009-2010. The evaluation of the interim heating system is intended to determine its ability to provide a sufficient manatee warm-water refuge (as described in Interim Heating System and Environmental Monitoring conditions IV., A., 1., and 2. and the Licensee's Thermal Modeling Study) during the winter months shall take place prior to dismantlement of the current warm-water discharge. Evaluation of the system shall include empirical temperature data that will be collected and compared to the thermal modeling results to evaluate the performance of the interim heating system and the accuracy of the thermal model during cold fronts and varying tidal and wind conditions.

(1) By June 1, 2010, the initial monitoring tests of the interim warm-water heating system will have been conducted at the Riviera Beach power plant, the

Licensee will contact DEP and FWC to provide and discuss the results. At that time, FWC, in consultation with the DEP and USFWS, and the Licensee, will determine what, if any, modifications need to be made to the operation of the interim heating systems and FWC will request that DEP initiate a modification to certification if necessary.

b. By June 15 of the year when the RBEC conversion commences, which is expected to be 2011, the Licensee (Florida Power & Light Company) shall submit to the FWC, DEP Siting Office, and the USFWS an Environmental Monitoring Plan. The Environmental Monitoring Plan shall include, at a minimum, the following components:

(1) Monitoring of the interim heating system and warm-water refuge during the conversion process (as described in Interim Heating System and Environmental Monitoring conditions IV., A., 1., and 2. and the Licensee's Thermal Modeling Study) shall take place during the winter months (November 15 through March 31).

(2) Monitoring of the RBEC's interim warm-water refuge during the conversion shall consist of ambient air and water temperatures measured at multiple locations within the interim warm-water refuge. The number and configuration of temperature monitoring stations must be sufficient to provide a three-dimensional view, over time, of the thermal plume.

(3) Temperature monitoring stations will be deployed during the conversion phase in the interim refuge. As part of this Environmental Monitoring Plan as described in this Section 2., the Licensee shall include a plan to convey the data from the temperature monitoring stations to the appropriate agencies on a daily basis when the trigger is on and the heaters are running and on a weekly basis when the ambient temperature is greater than 65°F.

(4) Specific locations for the temperature monitoring station(s), sampling frequencies, station depths data collection methods, and reporting frequencies must be identified and may be subject to further revision depending on receipt of any required permits, licenses and approvals.

(5) The Environmental Monitoring Plan, including the proposed monitoring locations, shall be approved prior to implementation. FWC, in consultation with the DEP and USFWS, shall indicate its approval or disapproval of the submitted plan within 90 days of the originally submitted information. In the event that additional information from the licensee is necessary to complete and approve the Plan, FWC, in consultation with the DEP and USFWS, shall make a written request to the licensee for additional information no later than 30 days after receipt of the submitted information. A final plan shall be in place by September 1 of the year when the RBEC conversion commences, which is expected to be 2011.

c. The Licensee will prepare an environmental monitoring report that includes all data (made available in electronic form) and statistical analyses collected as a result of the environmental monitoring requirements. This report will be submitted yearly, by August 1 of each year, while the interim warm-water system is in operation during the construction period of the RBEC. Within 180 days of the submittal of the final yearly environmental monitoring report, a summary report of all environmental monitoring shall be completed and submitted to the FWC and DEP Siting Office for review.

d. If, in the review of the annual environmental monitoring reports, FWC, in consultation with the DEP and USFWS, determines the need to modify the Environmental Monitoring Plan, FWC will notify the Licensee to discuss the findings. At that time, FWC, in consultation with the DEP and USFWS and the Licensee, will determine what, if any, modifications need to be made to the Environmental Monitoring Plan and FWC will request that DEP initiate modifications to certification if necessary.

e. If the Licensee determines the Environmental Monitoring Plan is in need of modifications during the operation of the interim heating system, the Licensee will contact the agencies to discuss the proposed modifications. At that time, FWC, in consultation with the DEP and USFWS and the Licensee, will determine what if any modifications need to be made to the Environmental Monitoring Plan and the FWC will request that DEP initiate a modification to certification if necessary.

[Sections 20.331, 253.75, 379.1025, 379.2291, 379.2431(2), 403.507, and 403.509, F.S.; Rule 68A-27, F.A.C.]

3. Biological Monitoring

The following monitoring requirements for manatee distribution and abundance are applicable to the operation of the interim heating system during the conversion of the RBEC:

a. By June 15 of the year when the RBEC conversion commences, which is expected to be 2011 the Licensee shall submit to the DEP Siting Office and FWC, a Biological Monitoring Plan. The Biological Monitoring Plan shall include at a minimum the following components:

(1) Monitor the winter (October 15 through March 31) distribution and abundance of manatees during the time frame that includes the operation of the interim warm-water heating system.

(2) Biological monitoring shall be conducted through aerial surveys during the winter months (November 15 through March 31) beginning the first winter of the plant's conversion and continuing through the completion of the RBEC conversion process. However, the FPL will consult with FWC to determine the status of other aerial survey data collection efforts to determine the appropriate start date for these required aerial surveys.

(3) Specific aerial survey paths, sampling frequencies, and methodologies for aerial surveys. At a minimum, aerial survey flight paths shall encompass known manatee winter habitat including travel corridors and passive warm-water sites from Hobe Sound (Highway 707 bridge) to Boynton Inlet on a bi-weekly basis while the interim heating system is in operation during the winter months (November 15 through March 31) unless weather or mechanical difficulties require the cancellation of a flight; however, in no case shall less than 2 surveys be conducted per month.

(4) Aerial surveys shall be designed so the data collected will provide an evaluation of manatee abundance and distributional changes within the survey area (see IV.A.3.a.(3)) in a statistically valid manner that is consistent with past aerial survey data.

(5) The Biological Monitoring Plan shall be reviewed and approved prior to implementation. FWC, in consultation with the DEP and USFWS, shall

recommend its approval or disapproval of the submitted plan to DEP within 90 days of the originally submitted information. In the event that additional information from the licensee is necessary to complete and approve the Plan, FWC, in consultation with the DEP and USFWS, shall make a written request to the Licensee for additional information no later than 30 days after receipt of the submitted information. A final plan shall be in place by September 1 of the year when the RBEC conversion commences, which is expected in 2011.

b. The Licensee shall provide a manatee observer(s) who has sufficient experience in detecting indicators of cold stress in manatees. The monitoring protocols and individuals acting as manatee observer(s) will require approval from the FWC.

c. The manatee observer will be required to conduct a visual assessment of the condition and general distribution of manatees using the interim warm-water refuge during the winter months. Visual assessments will be done once per week from November 15 through November 30 and daily from December 1 through March 31 during the interim period. The visual assessments shall be conducted for a sufficient length of time to assess most of the manatees present at the plant and accessible to the observer on that day. If an approved observer is not available, licensee shall notify FWC as soon as possible, but no later than 48 hours, to coordinate actions necessary to resume the observation program.

d. The Licensee shall provide one moveable land-based observation platform located along the interim warm-water refuge. This will be used by the manatee observer(s) for conducting assessments of cold stress symptoms and by FWC or USFWS staff monitoring manatee use of the interim refuge through photo identification.

e. The Licensee will prepare a biological monitoring report that includes all data (made available in electronic form) and statistical analyses completed as a result of the requirements set forth in the biological monitoring plan. This report will be submitted yearly, by August 1 of each year, when the interim warm-water system is in operation during the construction period. Within 180 days of submittal of the final yearly biological monitoring report a summary of all biological monitoring reports shall be completed and submitted to the FWC and DEP Siting Office for review.

f. If, in the review of the biological monitoring reports, FWC, in consultation with DEP and USFWS, determines the need to modify the Biological Monitoring Plan, FWC will notify the Licensee to discuss the findings. At that time, FWC, in consultation with the DEP and USFWS, and the Licensee will determine what if any modifications need to be made to the Biological Monitoring Plan and the FWC will request that DEP initiate a modification to certification if necessary.

g. If the Licensee determines the Biological Monitoring Plan is in need of modifications during the operation of the interim heating system, the Licensee will contact the agencies to discuss the proposed modifications. At that time, FWC, in consultation with the DEP and USFWS, and the Licensee will determine what, if any, modifications need to be made to the Biological Monitoring Plan and the FWC will request that DEP initiate a modification to certification if necessary.

h. The Licensee will provide personnel from the FWC, USFWS, USGS Sirenia Project, or a designee of these agencies, access to the RBEC property to conduct manatee monitoring activities. Reasonable notice shall be given to the Licensee by the agencies.

Access would be limited to normal weekday business hours (8:00 a.m. - 5:00 p.m.) unless arrangements are made in advance with the Licensee.

[Sections 20.331, 253.75, 379.1025, 379.2291, 379.2431(2), 403.507, and 403.509, F.S.; Rule 68A-27, F.A.C.]

4. Contingency Plan

FWC and USFWS' LOA (Letter of Authorization) network responders will be responsible for all efforts related to manatee rescues, rehabilitation activities, and carcass recovery during the RBEC conversion. In order to effectively implement contingency plans during the plant conversion and to address manatee health-related issues due to a malfunction or inability of the interim warm-water heating system to effectively provide a warm-water refuge during the winter months (November 15 through March 31), the following conditions are required:

a. If the observer (pursuant to Biological monitoring Conditions IV.A.3(a)-(c); identifies manatees with apparent signs of cold stress disease, digital photographs should be taken of the animal(s) and the FWC shall be called as soon as possible on the day of the observations through the following methods. An FWC biologist can be reached via pager at 800-714-0620 (enter the callers contact number followed by the code "03". A page will be returned within 30 minutes; if not, resend the page. For immediate emergency situations FWC's Wildlife Alert number can also be called at 888-404-FWCC.

b. The Licensee will notify FWC and USFWS immediately if there is a mechanical failure of the interim heating system, or if, for any other reason the interim heating system is not operating in a manner that will provide warm-water sufficient to keep the warm-water refuge at a temperature of 68° F or greater.

c. The Licensee shall provide in-kind services and financial assistance, not to exceed \$100,000 in total value, to FWC for manatee rescue or recovery in the event that there is a failure of the interim heating system resulting from Licensee's failure to comply with Condition IV.A.1 that causes death or identifiable cold stress to manatees in Palm Beach County. This condition would apply during the winter months (November 15 through March 31). The in-kind assistance and funds would only be used to address manatee-related cold stress issues in the area that the interim system affects.

d. The Licensee will provide personnel from the FWC, USFWS, USGS-Sirenia Project, or a designee of these agencies, access to the RBEC property to conduct manatee monitoring activities. Reasonable notice shall be given to the licensee by the agencies. Access would be limited to normal weekday business hours (8:00 a.m. - 5:00 p.m.) unless arrangements are made in advance with the Licensee.

e. The Licensee will include as part of its safety orientation manatee awareness training for full-time permanent construction personnel at the RBEC site. This training will be designed to educate the construction work force about the legal requirements to avoid manatees and to provide them with contact information if they should spot an injured manatee.

f. All visitors to RBEC will be required to comply with FPL's safety and security requirements. Personnel will receive an orientation from FPL or its contractor prior to commencing observations or other activities.

[Sections 20.331, 379.1025, 379.2291, 379.2431(2), 403.507, and 403.508, F.S.; Rule 68A-27 F.A.C.]

5. Development of a Long-Term Manatee Strategy

It is expected that at some point in the future the warm-water habitat created by the RBEC will diminish or be terminated in that event the FWC and USFWS believes it is in the best interest of the Licensee, FWC, USFWS, DEP, and the Florida manatee population to begin strategic long-term planning to reduce the adverse effects to the Florida manatee population before this occurs.

a. Within 2 years of the formal approval by FWC and USFWS of a Warm-Water Action Plan (Plan), inclusive of a future-oriented Management Policy for Warm-Water Manatee Habitat, the Licensee shall host and chair a workshop designed to: (a) articulate a strategy for achieving the goals of that Plan, (b) develop a timetable for implementing the strategy, (c) review progress to date in achieving the strategy, and (d) identify impediments and solutions.

b. Within one year of the workshop held pursuant to Condition IV.A.5.a, the Licensee shall provide the FWC and USFWS with a formal report of the workshop, including findings, conclusions, and recommendations.

c. Over the course of the operating life span of the RBEC the Licensee shall develop an exit strategy for the RBEC that prevents significant losses to the manatee population when the Licensee determines reduce or eliminate the RBEC's thermal discharge to the extent that a dependable warm-water refuge is no longer present. The Licensee's strategy shall consider FWC and USFWS's statewide Warm-Water Action Plan approved by FWC and USFWS.

d. The Licensee shall work closely with the FWC and USFWS to evaluate progress toward achieving the vision and goals of the Warm-Water Action Plan and to develop adaptive changes to the Plan as needed to promote manatee recovery through participation in periodic workshops and/or conferences designed to accomplish such evaluation and adaptive changes.

e. The FWC and USFWS must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of the facility.

6. Manatee Construction Conditions for In-Water Work

a. The Standard Manatee Conditions for In-Water Work (revision 2011) are required for all in-water work in or adjacent to waters accessible to manatees. Blasting or pile hammering activities to break rock shall be prohibited in waters accessible to manatees. If no other alternative exists, a modification of these conservation measures can be requested. An adequate Blast and Protected Species Watch Plan must be submitted to and approved by the Imperiled Species Management Section of the FWC prior to these methodologies being used.

b. To reduce the possibility of injuring or killing a manatee during construction, in-water work shall not be performed between November 15 and March 31 unless essential to support the RBEC project's schedule. If in-water work during the winter cannot be avoided the Licensee will contact the agencies to determine alternative conditions that will be implemented to address the proposed activity.

c. At least one person shall be designated as a manatee observer when in-water work is being performed. That person shall have experience in manatee observation, be approved by the FWC two weeks before the beginning of construction, and be equipped with polarized sunglasses to aid in observation. The manatee observer must be on site during all in-water construction activities and will advise personnel to cease operation upon sighting a manatee within 50 feet of any in-water construction activity. Movement of a work barge, other associated vessels, or any in-water work shall not be performed after sunset, when the possibility of spotting manatees is negligible. Observers shall maintain a log detailing manatee sightings, work stoppages, and other protected species-related incidents. A report, summarizing all activities noted in the observer logs, the location and name of project, and the dates and times of work shall be submitted within 30 days following project completion, to the FWC's Imperiled Species Management Section at: 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600, or e-mailed at fcmpmail@myfwc.com.

d. To reduce the risk of entrapment and drowning of manatees, grating shall be installed over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. Bars or grates no more than 8 inches apart shall be placed on the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

[Sections 20.331, 379.1025, 379.2291, 379.2431(2), 403.507, and 403.509, F.S.; Rule 68A-27 F.A.C.]

7. Manatee Viewing Center

Once a public viewing venue is established at the manatee embayment, the licensee shall ensure that staff or trained volunteers are always present with the public to prevent manatee disturbance or harassment.

[Sections 20.331 and 379.2431(2), F.S.; Rule 68A-27, F.A.C.]

8. Force Majeure

If there is an act of God, terrorism, or war that prevents Licensee from providing the requisite warm water conditions, Licensee will notify FWC expeditiously and coordinate efforts to resume compliance with the certification conditions.

9. Access to Manatee Protection Zones

For all activities necessary to perform essential operations, including in-water maintenance and inspection of equipment, emergency operations, and environmental monitoring within a No Entry or Motorboats Prohibited Manatee Protection Zone as defined by 68C-22, F.A.C., the following requirements are applicable. These requirements supplant the need for Licensee to obtain a permit to access these zones pursuant to 68C-22.003, F.A.C.

a. Vessels used to access the zone should be of the smallest size and horsepower needed to accomplish the required tasks, and all vessels should be clearly marked as belonging to the Licensee or authorized contractor performing the work on behalf of the Licensee. Whenever practicable, vessels should be equipped with a propeller guard. Vessel operation within the zone must be at no greater than Idle Speed.

b. At least one person on each vessel must be designated as a manatee observer. Said observer must have experience in manatee observation and be equipped with polarized sunglasses to aid in observation. The observer must be on the vessel at all times, maintain a vigilant watch, and advise all personnel as to the presence and location of nearby manatees.

c. Except in emergency situations, no in-water activity may be performed within 50 feet of a manatee. Manatees may not be approached, pursued, fed, watered, touched, or otherwise interacted with in any manner that causes disruption of their normal behavior. If one or more manatees are observed within 50 feet, all in-water activities must be stopped and may only be resumed after all manatees have moved away of their own volition.

d. Except in emergency situations, no in-water work may be performed before sunrise or after sunset (when the ability to see manatees is minimal).

e. All personnel entering the zone must be informed of the possible presence of manatees, the characteristics used to identify the presence of manatees, and the conditions and requirements set forth herein. All personnel must be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.

f. Any collision with and/or injury to a manatee must be reported immediately to the FWC Division of Law Enforcement (888-404-3922) and the FWC Imperiled Species Management Section (850-922-4330; fax: 850-922-4338).

g. The Licensee maintain records on-site detailing the nature and scope of all activities conducted within the restricted area during the previous year, including dates of activity and the number of vessels involved as well as the type and configuration of the vessels, by date. These records will be made available to FWC upon request.

[Sections 20.331, 379.1025, 379.2291, 379.2431(2), 403.507, and 403.509, F.S.; Rules 68A-27 and 68C-22, F.A.C.]

B. Terrestrial Wildlife

1. Listed Species Survey

Before land clearing and construction activities within the certified facility occur, the Licensee shall conduct an assessment for listed species which will note all habitat, occurrence or evidence of listed species. Listed species to be included in this survey shall include those listed as endangered, threatened or of special concern by Florida Fish and Wildlife Conservation Commission or those listed as endangered or threatened by U.S. Fish and Wildlife Service.

a. This survey shall be conducted in accordance with USFWS/FWC guidelines and methodologies by a person or firm that is knowledgeable and experienced in conducting flora and fauna surveys for listed species.

b. This survey shall identify any wading bird colonies within the project that may be affected.

c. This survey shall identify locations of breeding locations, nests, and burrows for listed wildlife species. Nests and burrows may be recorded with GPS coordinates, identified on an aerial photograph, and submitted with the final listed species report. Although nests and burrows may be recorded individually with GPS, the FWC prefers that a protection radius surrounding nest sites and burrows be included, rather than individual nests and burrows, and be physically marked so that clearing and construction will avoid impacting them.

d. This survey shall include an estimate of the acreage and percent cover of each existing vegetation community (Florida Land Use, Cover and Forms Classification System, or FLUCFCS, at the third degree of detail) including a wildlife-based habitat classification scheme such as the Comprehensive Wildlife Conservation Strategy (FWC 2005), Descriptions of Vegetation and Land Cover Types (FWC 2004), or Natural Communities Guide (FNAI 1990) of each community that is contained within the certified facility prior to land clearing and construction activities using Geographic Information System Mapping Technology (GIS).

2. Listed Species Locations

Where any suitable habitat and evidence is found of the presence of listed species within the certified facility, the Licensee will report those locations to, and confer with, the appropriate regulatory agencies for possible additional pre-clearing surveys and to identify potential mitigation, or avoidance recommendations. If pre-clearing surveys are required, they shall be timed to be reasonably compatible with the construction schedule, considering the in-service date specified in the Public Service Commission's need determination. The Licensee will not construct in areas where evidence of listed species was identified during the initial survey until the particular listed species issues have been resolved.

a. *Listed Wildlife Species:* If listed wildlife species are found, their presence shall be reported to the DEP Siting Coordination Office, the appropriate DEP District Office(s), the FWC's Office of Policy and Stakeholder Coordination, the appropriate WMD, the appropriate local government(s), and the U.S. Fish and Wildlife Service.

b. *Listed Vegetation Species:* If listed vegetation species are found on public land or water, their presence shall be reported to the DEP Siting Coordination Office, and the Florida Department of Agriculture and Consumer Services. Listed wildlife species and listed vegetation species on public land or water shall not be disturbed, if feasible.

c. *Species Management Plan:* If avoidance is not feasible, the Licensee shall consult with DEP, FWC, and, if necessary, the U.S. Fish and Wildlife Service for listed wildlife species, and with the Florida Department of Agriculture and Consumer Services for listed vegetation species on public land or water, to determine the steps appropriate for the species involved which are to be taken to avoid, minimize, mitigate, or otherwise appropriately address impacts within each agency's respective jurisdiction. For wildlife species, these steps

shall be memorialized in a Wildlife Management Plan and submitted to DEP, FWC, and the appropriate local government.

[Article IV, Sec. 9, Fla. Const., Chapter 68A-27, F. A. C.]

C. Scientific Collecting/Institutional Authorizations

FPL shall maintain and comply with a current Scientific Collection/Institutional permit, as applicable for salvaging of non-listed wildlife species at the RBEC, issued by the State of Florida Fish and Wildlife Conservation Commission. All substantive requirements of the permit/authorization are incorporated herein. A copy of the authorization shall be made available at the RBEC site.

[Rules 68A-9.002, 68A-25.002, and 68A-27.003-.005 F.A.C.]

D. Migratory Bird Nest Authorizations

FPL shall maintain and comply with a current Migratory Bird Nest permit as applicable for removal and replacement of inactive (i.e. containing no eggs or flightless young) nests of ospreys (*Pandion haliaetus*) and other migratory birds, pursuant to the Florida Fish and Wildlife Conservation Commission Osprey Nest Removal Policies, where necessary in the process of routine facility maintenance in Florida. All substantive requirements of the permit/authorization are incorporated herein. A copy of the required permit/authorization shall be made available at the RBEC site.

[Rules 68A-9.002 and 68A-27.005 F.A.C.]

VI. DEPARTMENT OF STATE – DIVISION OF HISTORICAL RESOURCES

A. Any alterations associated with the reconfiguration of this plant may need to have a survey as determined in consultation with the Department of State, Division of Historical Resources (DHR). A qualified cultural resources consultant will identify an appropriate work plan for this project based on a thorough review of the certified facility. Prior to beginning any field work, the work plan will be reviewed in consultation with DHR. Upon completion of the survey, the results will be compiled into a report which shall be submitted to DHR. If feasible, sites considered to be eligible for the National Register shall be avoided during construction of the project and access roads, and subsequently during maintenance. If avoidance of any discovered sites is not feasible, impact shall be mitigated through archaeological salvage operations or other methods acceptable to DHR, as appropriate.

B. If historical or archaeological artifacts or features are discovered at any time within the certified facility, the Licensee shall notify the appropriate DEP District office(s) and DHR, R.A. Gray Building, 500 S. Bronough Street, Rm 423, Tallahassee, Florida 32399-0250, telephone number (850) 245-6333, and the Licensee shall consult with DHR to determine appropriate action.

[Sections 267.061 and 403.531, and Chapter 872, F.S.]

VII. DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Only herbicides registered by the U.S. Environmental Protection Agency and the Florida Department of Agriculture and Consumer Services shall be used at Certified Facilities.

Herbicide applications will be in accordance with label directions and will be carried out by a licensed applicator, in compliance with all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used unless effects on non-targeted vegetation are minimized.

[Chapter 487, F.S.]

VIII. CITY OF RIVERIA BEACH

A. The site plan and approved use shall be vested for development upon the receipt of a Final Order granting certification pursuant to the Florida Electric Power Plant Siting Act (PPSA). FPL shall record a copy of the Final Site Plan approved by the Siting Board in the public records of the City of Riviera Beach prior to commencement of development.

B. FPL shall comply with the Florida Building Code for the construction of the administration portion of the administration/warehouse/control building.

C. At least 30 days prior to recording the Final Site Plan, FPL shall submit a construction coordination plan to the City to address issues such as fire coordination, demolition coordination, traffic coordination and inspections.

D. FPL shall complete the landscaping on the site plan within 90 days of the commercial operation date of the Riviera Beach Clean Energy Center.

E. All future advertising must state that the development is in the City of Riviera Beach.

[Resolution 124-08]

IX. CITY OF WEST PALM BEACH

A. Any contractor who will perform demolition or construction activity on property included within the Riviera Beach Energy Center Site Certification that is within the corporate limits of the City of West Palm Beach shall be registered to work in the City of West Palm Beach prior to commencing the demolition or construction activity.

[Sections 18-3 and 22-101 of the City of West Palm Beach Code of Ordinances]

B. Any contractor or sub-contractor who will utilize the Construction Support Area shall register to work within the City of West Palm Beach prior to utilizing the Construction Support Area.

[Sections 18-3 and 22-101 of the City of West Palm Beach Code of Ordinances]

C. The demolition, construction and operation of the Riviera Beach Energy Center, the Construction Support Area and the Manatee Viewing Center shall not create direct or indirect light exceeding 0.5-foot candles when measured in a residential district.

[Section 94-3 10(d) of the City of West Palm Beach Code of Ordinances]

D. Florida Power & Light (FPL) shall provide a Construction Traffic Management Plan (Plan) to the City of West Palm Beach that addresses the impact of the construction traffic no later than 90 days prior to the commencement of site preparation work for the Construction Support Area on North Flagler Drive. The Construction Traffic Management Plan shall address the items listed in 1 through 6 below and shall provide for mitigation of the impacts of the construction traffic. The Plan will be reviewed by the City's Traffic Engineer and the Planning

and Zoning Department Staff to ensure that the mitigation measures listed in the Plan are appropriate. If the City identifies additional mitigation measures or modifies the proposed measures, these shall be incorporated into the Plan by FPL.

[Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

1. Provide specifics on how the Construction Support Area and the Riviera Beach site and staging area will be accessed, to include hours, types and numbers of vehicles, access route, etc.
2. Provide information on who will park at the Construction Support Area and the plan to regulate the use of the parking.
3. Provide information on how FPL will prevent construction traffic from parking on the City of West Palm Beach local street network.
4. Provide information on how FPL will prevent construction trucks and equipment from driving on the local street network to access the construction support area or the south portion of the plant (Gate 9).
5. Provide an updated traffic study showing the impact/distribution of the vehicles using the Construction Support Area.

E. The Construction Support Area may not be used to support demolition activities at the Riviera Beach site.

F. No construction traffic, to include workers, deliveries, or construction vehicles, shall park on the City's local street network (North Flagler Drive, 58th and 59th Streets).

[City of West Palm Beach Comprehensive Plan Transportation Element Map 7 "Future (2018) Roadway Functional Classification"; Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

G. No construction vehicles, including deliveries of fuel and materials, shall utilize the City's local street network (North Flagler Drive 58th and 59th Streets). In the event that circumstances require the temporary use of the local street network, FPL shall submit a written request to the City Administrator at least one week prior to the proposed use for approval by the City Administrator or designee.

[City of West Palm Beach Comprehensive Plan Transportation Element Map 7 "Future (2018) Roadway Functional Classification; Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

H. No removal of demolition debris shall occur on the City's local street network (North Flagler Drive, 58th and 59th Streets).

[City of West Palm Beach Comprehensive Plan Transportation Element Map 7 "Future (2018) Roadway Functional Classification; Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

I. No storage of construction vehicles or outdoor storage of building materials or debris is permitted on the Construction Support Area property.

[Section 94-273(d)(74) of the City of West Palm Beach Code of Ordinances]

J. FPL shall install "Do not block intersection" signs at the intersection of Broadway Avenue and 59th Street at locations as approved by the Florida Department of Transportation 30 days prior to the use of the Construction Parking and Laydown Area.

[Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

K. The layout of the Construction Support Area, including trailer location, parking, drive aisles, buffering, ADA compliance, etc., shall conform to all City Codes and be submitted for review and approval as a Level I Site Plan (Informal Site Plan Review) at least 120 days prior to beginning site preparation work for the Construction Support Area.

[City of West Palm Beach Comprehensive Plan Coastal Management Element Policy 1.1.1; Section 94-35 of the City of West Palm Beach Code of Ordinances]

L. A landscape buffer, including a hedge, shall be installed on the perimeter of any fence used to secure the Construction Support Area within 5 days of the installation of the fence.

[Section 94-443 of the City of West Palm Beach Code of Ordinances]

M. During active use of the Construction Support Area FPL shall provide a 6-foot-high perimeter fence, and 24-hour security monitoring, with lighting to illuminate the site, the fence perimeter and the parking area.

[City of West Palm Beach Comprehensive Plan Future Land Use Element Objective 2.3 and Policy 2.3.2]

N. At least 60 days prior to beginning site preparation work for the Construction Support Area, FPL shall submit a Construction Site Security and Management Plan which shall include, but is not limited to, temporary lighting, security personnel, vehicle barriers, construction/visitor pass, reduce/minimize entry/exit points, encourage subcontractors to secure machinery, tools at end of work day, fencing with screening and or any other measure deemed appropriate to provide a safe and secure working environment for approval by the City of West Palm Beach Police Department CPTED official.

[City of West Palm Beach Comprehensive Plan Future Land Use Element Objective 2.3 and Policy 2.3.2]

O. After site clearing and placement of construction trailers, FPL shall immediately institute the security measures outlined in the Construction Site Security and Management Plan and maintain the measures throughout until the construction is complete.

[City of West Palm Beach Comprehensive Plan Future Land Use Element Objective 2.3 and Policy 2.3.2]

P. After site clearing and placement of construction trailers, FPL shall immediately post "No Trespassing" signs every 500 feet around the Construction Support Area.

[City of West Palm Beach Comprehensive Plan Future Land Use Element Objective 2.3 and Policy 2.3.2]

Q. No burning may be used to remove the vegetation.

[Section 38-44 of the City of West Palm Beach Code of Ordinances]

R. The large trees on the Construction Support Area shall be preserved in place so that they may be designed into the Manatee Viewing Center. The Tree Alteration Calculations

are required for any non-invasive trees removed, and the mitigation plan for any lost canopy shall be provided at least 180 days prior to beginning site preparation work for the Construction Support Area. All non-native and invasive non-native vegetation shall be removed.

[City of West Palm Beach Comprehensive Plan Coastal Management Element Policies 1.1.1 and 1.1.4; Sections 94-41 and 94-448 of the City of West Palm Beach Code of Ordinances]

S. FPL shall provide a Stormwater Pollution Prevention Plan for the set up and use of the Construction Support Area and construction of the manatee viewing area. The Stormwater Pollution Prevention Plan shall include the paving of the parking area, including all drive aisles and the access point, and a 20-foot sodded area surrounding all paved areas and structures, including the construction trailers. The parking area shall be paved as necessary to provide sufficient erosion and sediment control. The Stormwater Pollution Prevention Plan shall be submitted at least 180 days prior to beginning site preparation work for the Construction Support Area for review and approval by the City's Engineering Services.

[City of West Palm Beach Comprehensive Plan Utilities Element, Stormwater Management Sub-Element Policy 1.1.1; Sections 90-201 to 90-207 and Section 94-450 of the City of West Palm Beach Code of Ordinances; Ordinance No. 4098-07)]

T. FPL shall comply with the substantive requirements of Section 94-450(f) 30 days prior to the site preparation work for the Construction Support Area.

[Section 94-450 of the City of West Palm Beach Code of Ordinance]

U. At least 90 days prior to beginning site preparation work for the Manatee Viewing Area, FPL shall assist the City in correcting the location of the drainage easement that exists on the property at the northeast corner of the intersection of 59th Street and Flagler Drive.

V. At least 180 days prior to beginning site preparation work for the Construction Support Area, FPL shall coordinate with the City regarding what may be constructed over the stormwater pipe located within the drainage easement.

W. No later than 60 days prior to the commencement of construction of the new facility, FPL and the City of West Palm Beach will agree on a drawdown schedule for the removal of the construction support trailers and other construction related items and structures that relate to the RBEC facility and restoration of the Construction Support Area. In any case, all construction support trailers that relate to the RBEC facility will be removed and the Construction Support Area restored no later than one year following the date upon which FPL provides written notice to the City that the RBEC is placed into commercial operations for purposes of regulatory recovery.

[Section 94-273(d)(74) of the City of West Palm Beach Code of Ordinances, Section 94-450(e)(l)(f) of the City's Zoning and Land Development Regulations]

X. The layout of the Manatee Viewing Center parcel, including the building location, parking, drive aisles, landscape, ADA compliance, lighting levels, provision of overflow parking, bus access, preservation of on-site trees, signage, etc., shall conform to all City Code requirements and be submitted for review and approval as a Level I Site Plan (Informal Site Plan Review) at least 180 days prior to the start of construction of the Manatee Viewing Center parcel improvements. At least 30 days prior to the submittal of the Level I Site Plan for

the Manatee Viewing Center to the City's Planning and Zoning Department, FPL shall present the proposed plan to the Northwood Harbor Neighborhood Association for neighborhood comment. The Planning and Zoning Department shall be notified at least 7 days prior to the meeting.

[City of West Palm Beach Comprehensive Plan Coastal Management Element Policy 1.1.1; Section 94-35 of the City of West Palm Beach Code of Ordinances]

Y. Subject to timely receipt of necessary approvals, FPL shall begin construction of the Manatee Viewing Center parcel improvements as proposed by FPL in the Riviera Beach Energy Center Site Certification Application within 1 year from the issuance of the commencement of commercial operations at the Riviera Beach Energy Center. FPL may request extensions of such commencement of construction date from the City's Planning Director provided that such extensions shall not exceed 2 years from the commencement of operations at the Riviera Beach Energy Center also subject to timely receipt of necessary approvals.

[City of West Palm Beach Comprehensive Plan Coastal Management Element Policy 1.1.19]

Z. FPL shall get its potable water and wastewater service for all properties within the City of West Palm Beach's municipal boundary (59th Street landscape buffer and the North Flagler property) from the City of West Palm Beach.

[Section 90-1 of the City of West Palm Beach Code of Ordinances]

AA. After construction on the Riviera Beach Energy Center is complete, fuel trucks shall not access the new oil tank from 59th Street or North Flagler Drive. In the event that circumstances require temporary access for fuel trucks from 59th Street or North Flagler Drive, FPL shall submit a written request to the City Administrator at least one week prior to the proposed access for approval by the City Administrator or designee.

[Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

BB. After construction on the Riviera Beach Energy Center is complete only passenger vehicles may enter the site through Gate 9. In the event that circumstances require temporary access through Gate 9 for commercial vehicles, FPL shall submit a written request to the City Administrator at least one week prior to the proposed access for approval by the City Administrator or designee.

[Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

CC. After construction on the Riviera Beach Energy Center is complete, no FPL generated traffic, except passenger and security vehicles, may use 59th Street or North Flagler Drive. In the event that circumstances require temporary access for such vehicles from 59th Street or North Flagler Drive, FPL shall submit a written request to the City Administrator at least one week prior to the proposed use for approval by the City Administrator or designee.

[Chapters 78 and 86 of the City of West Palm Beach Code of Ordinances]

DD. FPL shall maintain an opaque wall at least 6 feet high at the northern boundary of the 59th Street landscape buffer area.

[Section 94-443 of the City of West Palm Beach Code of Ordinances]

EE. FPL shall install and maintain the landscape in the 59th Street buffer and Manatee Lagoon Discovery Center Accessory Parking Lot in accordance with the material shown on the “Manatee Lagoon Discovery Center Accessory Parking Lot Expansion Landscape Plans,” Sheet LP-1, prepared by Urban Design Kilday Studios, and having a last revision date of September 26, 2017, including any future amendments, or replacements thereof, approved by the City of West Palm Beach. Any missing material shall be replaced within 14 calendar days of becoming evident, or if notified by the City of West Palm Beach.

[Section 94-448 of the City of West Palm Beach Code of Ordinances]

FF. Palm Beach County's use of the North Flagler property as a staging area for the County's Artificial Reef Program shall be discontinued and all equipment and material removed from the property by September 1, 2011; provided, however, that FPL may continue to provide access to the water to the County for the Reef Program until June 1, 2014

[Section 94-272(d) of the City of West Palm Beach Code of Ordinances]

GG. Unless the existing dock on the site is integrated into the Manatee Viewing Center, it shall be removed by the time the Construction Support Area is vacated.

[Section 94-304(a) of the City of West Palm Beach Code of Ordinances]

HH. At least 60 days prior to beginning site preparation work for the Construction Support Area, FPL shall submit to the City of West Palm Beach, for its review and approval, applicable construction documents which comply with the City's substantive non-procedural requirements demonstrating that the Construction Support Area structures and improvements that do not directly involve the generation, transmission or distribution of electricity, conform with all provisions of the City of West Palm Beach Code of Ordinances, to include Construction Services, Fire, Engineering and Land Development.

[Section 18-32 of the City of West Palm Beach Code of Ordinances]

II. At least 60 days prior to beginning site preparation work for the Manatee Viewing Center parcel improvements that do not directly involve the generation, transmission or distribution of electricity, FPL shall submit to the City of West Palm Beach, for its review and approval, applicable construction documents which comply with the City's substantive non-procedural requirements demonstrating that the Manatee Viewing Center parcel improvements conform with all provisions of the City of West Palm Beach Code of Ordinances, to include: Construction Services, Fire, Engineering, and Land Development.

[Section 18-32 of the City of West Palm Beach Code of Ordinances]

JJ. FPL shall request inspections in accordance with the requirements of the building permits issued for any structures or improvements that do not directly involve the generation, transmission or distribution of electricity for the property included within the Riviera Beach Energy Center Site Certification that is within the corporate limits of the City of West Palm Beach.

[Section 18-32 of the City of West Palm Beach Code of Ordinances]

KK. All activity, to include construction related activity, on property included within the Riviera Beach Energy Center Site Application that is within the corporate limits of the City of West Palm Beach shall adhere to the City of West Palm Beach Code of Ordinances.

[Chapters 18, 22, 34, 38, 78, 86, 90 and 94 of the City of West Palm Beach Code of Ordinances]

LL. Prior to construction of the Manatee Viewing Center, FPL shall submit to the City of West Palm Beach all of the necessary information to ensure compliance with the substantive requirements of a Class B Special Use Permit.

X. PORT OF PALM BEACH

A. Easements

1. FPL shall provide a copy of the easement associated with FPL's underground water intake at its current location (Attachment G) to the DEP Siting Coordination Office prior to commencing commercial operation of the RBEC. This condition shall not be construed to affect the validity of existing easements.

2. FPL shall provide a copy of any easement obtained (Attachment H) for the installation, operation, monitoring, inspection, maintenance, repair, and improvement of FPL's underground fuel pipelines and appurtenant equipment to the DEP Siting Coordination Office prior to commencing commercial operation of the RBEC. This condition shall not be construed to suggest that FPL is required to obtain any such easement, unless required for the construction, operation or maintenance of the certified site.

3. Surveys of as-built acquired easements, certified to the Port, shall be provided by FPL within 6 months of commercial operation of the RBEC.

B. Dismantlement

No less than 30 days prior to finalizing the details of any dismantlement plan, FPL shall submit a proposed dismantlement plan to the Port Director for review and comment, in order to ensure that the dismantlement minimizes interference and/or interruption with port operations.

C. Steam Blows

Steam cleaning techniques shall be carried out such that impacts on Port operations are limited. No less than 5 business days prior to the commencement of steam blows, FPL shall notify the Port Director of the planned techniques and timeframes for review.

D. Staging

Unless otherwise approved by the Port, Port property shall not be used as a staging area for materials or equipment, nor shall any other use of Port property be made by the Licensee for the project without proper Port authorization.

XI. PALM BEACH COUNTY

A. Right-of-Way

1. No less than 90 days prior to construction, Licensee shall submit all information necessary for a complete right-of-way permit application including construction plans to the Palm Beach County Land Development Division in accordance with the non-procedural requirements of the Palm Beach County Right-of-Way Construction Permitting Ordinance.

2. Within 30 days the county will notify the Licensee if any of the information submitted is complete or if further information is necessary. No construction shall occur in the county right of way until the Palm Beach County Land Development Division has reviewed and approved all right of way information.

[Chapter 23, Article III of the Palm Beach County Code – Ordinance 2008-006]

B. Hungryland Slough Natural Area

Licensee shall not cause any disturbance to the Hungryland Slough Natural Area.

[Palm Beach County Natural Areas Ordinance, Chapter 11, Article 11, PBC]

XII. FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Licensee shall obtain a Sovereign Submerged Land Lease (Attachment E) prior to operation of the RBEC. A copy of the lease and any renewals of the lease shall be submitted by the Licensee to the SCO.

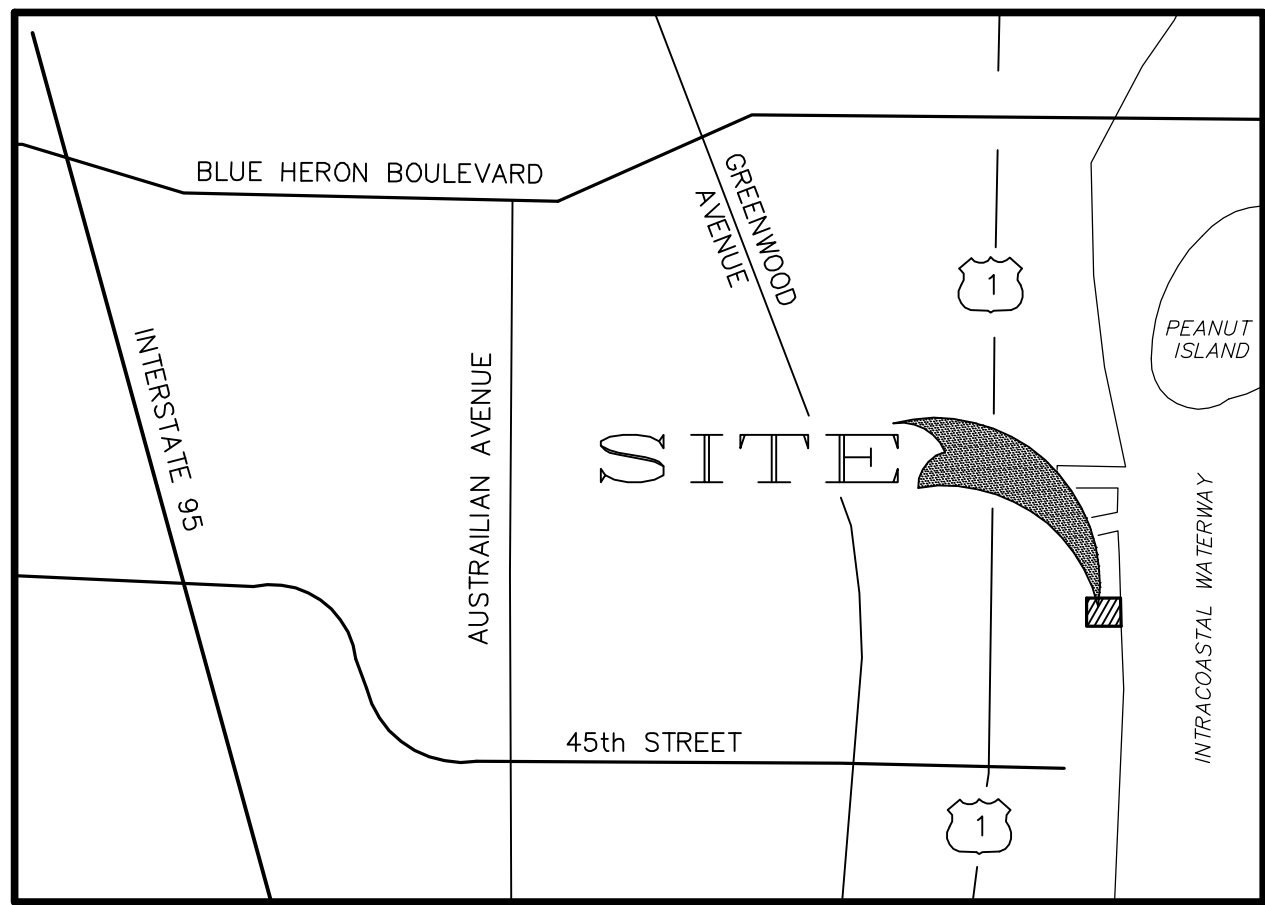
HISTORY

Certification of Riviera Plant (Unit 5) 11/24/2009; signed by Deputy Secretary Drew
Modification 03/15/11; signed by Siting Program Administrator Halpin
Modification 12/28/11; signed by Siting Program Administrator Mulkey
Modification 09/18/12; signed by Siting Program Administrator Mulkey
Modification D 07/26/18; signed by Siting Program Administrator Mulkey

ATTACHMENTS

ATTACHMENT A: Certified Site/Areas/Facilities Delineation Map(s)

ALTA/ACSM LAND TITLE SURVEY



LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Lot 3, Block 38, NORTH PALM BEACH Plat No. 3 as recorded in Plat Book 6, Page 39, Public Records, Palm Beach County, Florida, said corner being the Point of Beginning (P.O.B.); thence run Northerly along the Easterly Right-of-Way line of North Dixie Highway, a distance of 75.02 feet to the Northwest corner of Lot 1, Block 38, said North Palm Beach; thence continue Northerly along said Right-of-Way line making a deflection to the East of 00 degrees 13' 30", a distance of 253.39 feet to the North Line of Township 43, South, Range 43 East; thence run Easterly along said North line of Township 43 South, making an angle with the preceding course of 90 degrees 03' 00" as turned from South to East, a distance of 581.20 feet to the intersection with the City of West Palm Beach 1963 Bulkhead line as recorded in Plat Book 27, Pages 231-239; thence run Southerly along said Bulkhead line a distance of 328.13 feet, more or less to the intersection with the South line of aforementioned Lot 3, Block 38; thence run Westerly along said South line, a distance of 585.35 feet, more or less, to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida and containing 191,643 square feet, 4.400 acres, more or less.

SURVEYOR'S REPORT:

- Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
- The Legal Description is in accord with the Ownership and Encumbrance Search provided by the client, prepared by Southeast Guaranty & Title, Inc., and dated June 17, 2008. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- The undersigned surveyor has no knowledge as to whether any of the hereon property is filled formerly submerged lands.
- No underground improvements were located.
- Bearings and Coordinates shown hereon are referenced to Grid North, based on the 1990 adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone, with the south line of Section 33 having a bearing of N 88°49'47" W.
- Elevations shown hereon are based on the North American Vertical Datum of 1988.
- Benchmark Description: National Geodetic Survey Bench Mark R 402 (PID AD8029) Elevation =17.96 feet (NAVD 88) and P 232 Reset (PID AD5785), Elevation=13.29 (NAVD 88).
- Mean High Water Line information was compiled from published datum provided by the Land Boundary Information System web site (www.labins.org). Mean High Water is based upon extending published datum from Mean High Water data point #36, Palm Beach County, Quad name Riviera Beach. Mean High Water Line = 0.16' (N.A.V.D. 88); Range = 2.61'; Mean Low Water Line = -2.45.
- Abbreviation Legend: P.B.C.= Palm Beach County; P.B.= Plat Book; PG.= Page; O.R.B.= Official Records Book; P.B.C.R.= Palm Beach County Records; A/C= Air Conditioning; CONC.= Concrete; INV.= Invert; L= Length; P.O.B.=Point of Beginning; M.H.W.L.= Mean High Water Line; PRM= Permanent Reference Monument; R= Radius; RCP= Round Concrete Pipe; W/= With; Δ= Delta Angle; F.P.L.= Florida Power & Light Company; G.P.S.= Global Positioning System; L.B.= Licensed Business; N.G.V.D.=National Geodetic Vertical Datum; P.S.M.= Professional Surveyor and Mapper; N.A.V.D.= North American Vertical Datum.
- Bearings shown hereon are based on a Real-Time Kinematic (RTK) G.P.S. survey which is certified to 2 Centimeter local accuracy, relative to the nearest National Geodetic Survey (NGS) Geodetic Station as surveyed in the field on June 24, 2008. Station Observed: "R 402" (PID - AD8029) Palm Beach County.

Equipment GPS Receiver:

Trimble R8 5800 RTK Software:

Trimble Geomatics Office, Version Number 1.63

Method: Wide Area Continuously Operating GPS Station Network.

CERTIFIED TO:

Florida Power and Light Company,
Southeast Guaranty & Title, Inc.

CERTIFICATION:

This is to certify that this survey was made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 8, 9, 10, 11a, 13 and 15 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified therein. I FURTHER CERTIFY that this Survey meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. There are no above ground encroachments other than those shown hereon, subject to the qualifications noted herein.

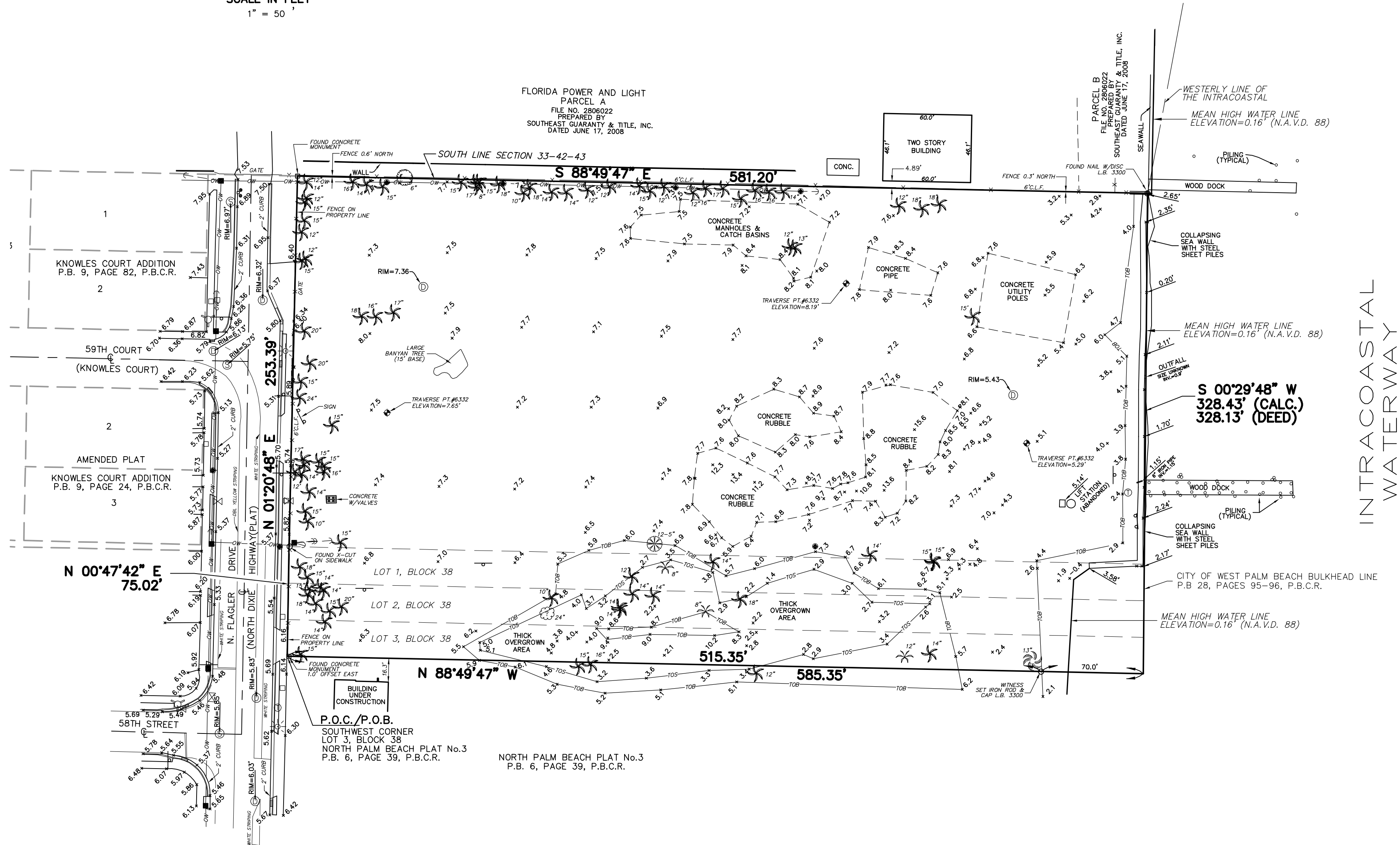
Date: _____

ALAN M. REYNOLDS, P.S.M.
Florida Registration No. 6346
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

LEGEND	
	CATCH BASIN
	CHECK VALVE
	CONCRETE UTILITY POLE
	DRAINAGE MANHOLE
	FIRE HYDRANT
	GATE VALVE
	GUY ANCHOR
	LIGHT POLE
	SANITARY MANHOLE
	SIGN
	TELEPHONE MANHOLE
	WATER METER
	WOOD POLE
	OVERHEAD WIRE
	FENCE
	TOB OF BANK
	TOE OF SLOPE

TREE LEGEND	
	COCONUT PALM
	FICUS
	CABBAGE PALM
	SCHEFFLERA
	UNKNOWN

SUMMARY TABLE FOR: OWNERSHIP AND ENCUMBRANCE REPORT FILE NO. 200807273 (SEE SURVEYOR'S REPORT #2)		
EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	ACTION TAKEN
1. O.R.B. 968/49 P.B. 27, PGS. 231-239	Yes	PLAT
2. D.B. 1080/244	Yes	BLANKET
3. O.R.B.102/251	Yes	-
4. O.R.B.1474/542	Yes	-
5. O.R.B.855/449	Yes	DEED
6. D.B. 603/319	Yes	DEED
7. P.B. 8, PG. 46	Yes	PLAT
8. P.B. 9, PG. 82	Yes	PLAT
9. P.B. 6, PG. 39	Yes	PLAT
10. O.R.B.21096/1481	Yes	LIEN



Allowable Relative Positional Accuracy
for Measurements Controlling
Land Boundaries on
ALTA/ACSM Land Title Surveys
0.07 feet (or 20 mm) + 50 ppm



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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www.AVIROM-SURVEY.com

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SCALE	1"= 50'	REVISIONS				DATE	F.B. I PG.	BY	CK'D	REVISIONS				DATE	F.B. I PG.	BY	CK'D
DATE	10/29/08																
BY	A.M.R.																
CK'D.	M.D.A.																
F.B.	1486	PG.	17														
JOB NO.	8461-1																

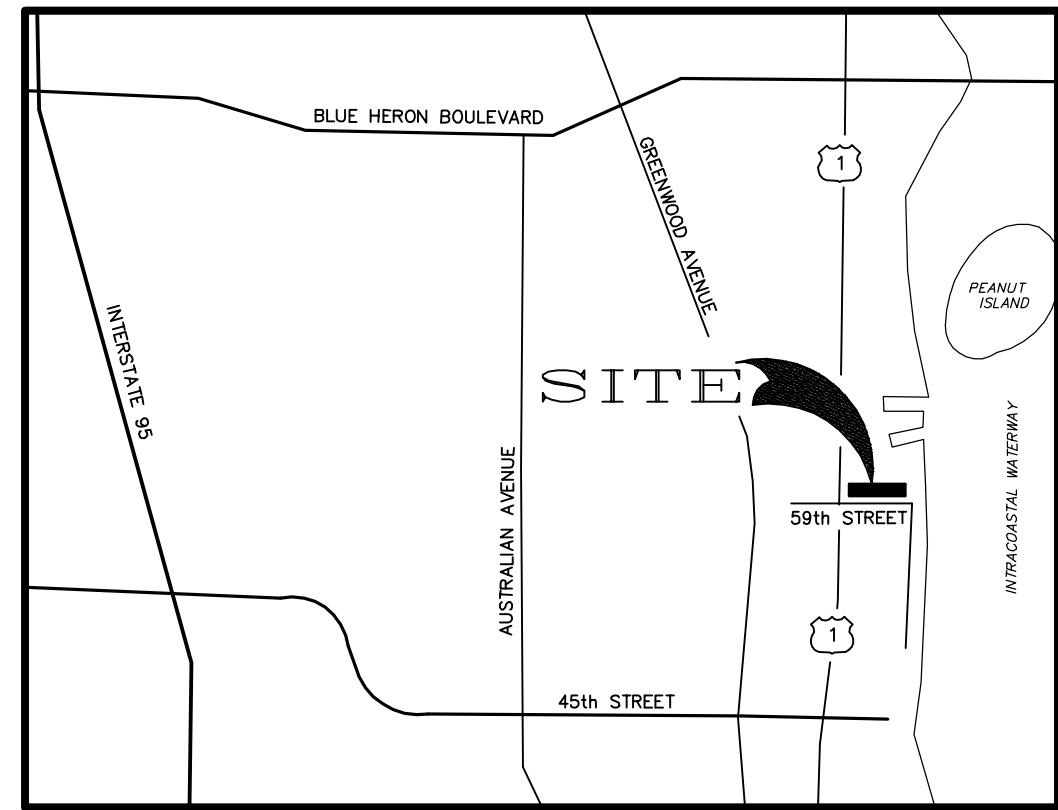
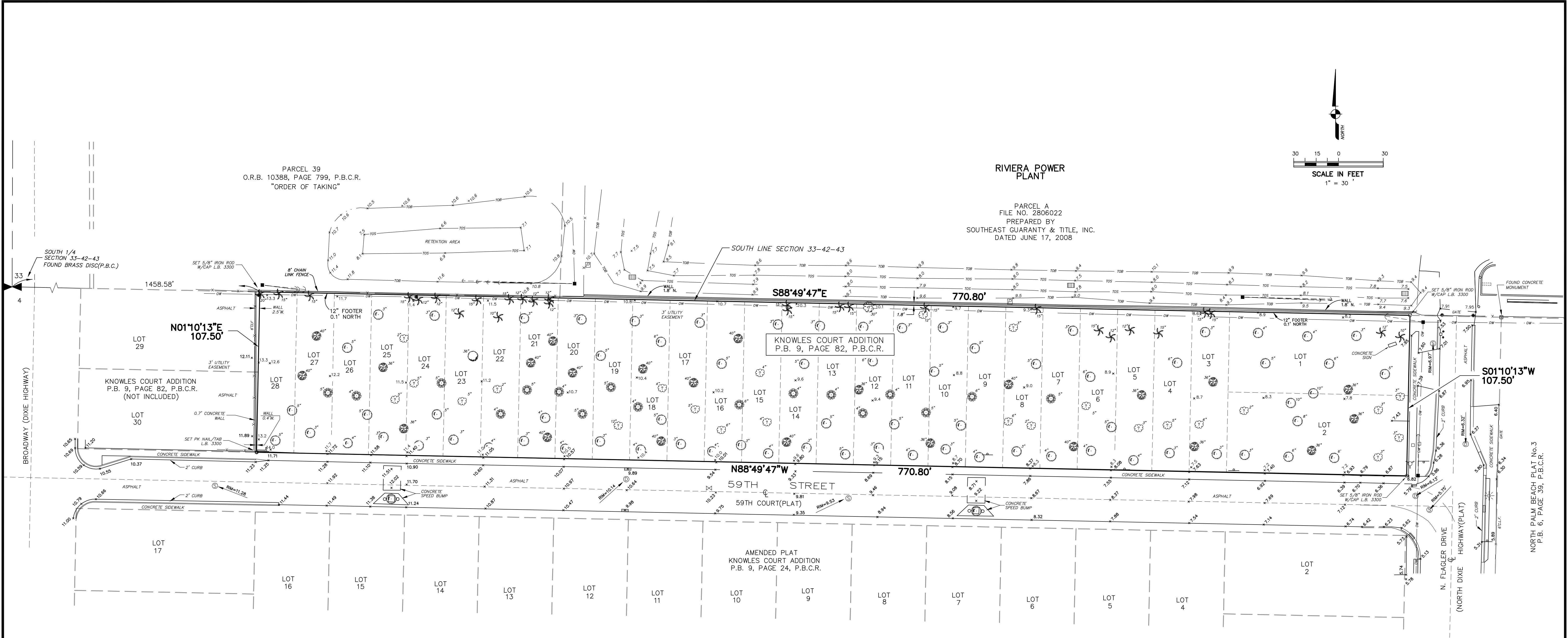
ALTA/ACSM LAND TITLE SURVEY
RIVIERA PLANT
SOUTHEAST PARCEL
A PORTION OF SECTIONS 3 AND 4
TOWNSHIP 43 S., RANGE 43 E.
PALM BEACH COUNTY
FLORIDA.

SHEET

1

OF

1



LOCATION SKETCH
NOT TO SCALE

LEGEND

- BENCHMARK
- BOLLARD
- CATCH BASIN
- DOUBLE DETECTOR VALVE
- DRAINAGE MANHOLE
- ELECTRIC SERVICE
- EXISTING ELEVATION
- FIRE HYDRANT
- GUY ANCHOR
- LIGHT POLE
- OVERHEAD WIRES
- PULL BOX
- POWER POLE
- SANITARY MANHOLE
- SIAMESE CONNECTION
- TOE OF SLOPE
- TOP OF BANK
- UNKNOWN MANHOLE
- WATER VALVE
- WOOD POWER POLE

TREE LEGEND

- BANYAN
- CABBAGE PALM
- MAHOGANY
- OAK
- SEAGRAPE
- SHRUB
- UNKNOWN SPECIES

N.A.V.D. 1988
ELEVATIONS

SURVEYOR'S REPORT:

- Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
- The Legal Description was prepared by the surveyor.
- It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- No underground improvements were located.
- Bearings and Coordinates shown hereon are referenced to Grid North, based on the 1990 adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Traverse Mercator Projection), East Zone, with the south line of Section 33 having a bearing of N 88°49'47" W.
- Elevations shown hereon are based on the North American Vertical Datum of 1988.
- Benchmark Description: National Geodetic Survey Bench Mark R 402 (PID AD8029) Elevation =17.96 feet(NAVD 88) and P 232 Reset(PID AD5785), Elevation=13.29(NAVD 88).
- Abbreviation Legend: P.B.C.= Palm Beach County; P.B.= Plat Book; PG.=Page; O.R.B.= Official Records Book; P.B.C.R.= Palm Beach County Records; PRM= Permanent Reference Monument; F.P.L.= Florida Power & Light Company; G.P.S.= Global Positioning System; L.B.= Licensed Business; N.G.V.D.=National Geodetic Vertical Datum; P.S.M.= Professional Surveyor and Mapper; N.A.V.D.= North American Vertical Datum; GP= Guy Pole.
- Data collected hereon is based on a Real-Time Kinematic (RTK) G.P.S. survey which is certified to 2 Centimeter local accuracy, relative to the nearest National Geodetic Survey (NGS) Geodetic Station as surveyed in the field on June 24, 2008.
Station Observed: "R 402" (PID - AD8029) Palm Beach County.

Equipment

GPS Receiver: Trimble R8 5800 RTK
Software: Trimble Geomatics Office, Version Number 1.63
Method: Wide Area Continuously Operating GPS Station Network.

LEGAL DESCRIPTION:

A Parcel of land lying in Section 4, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Lots 1 through 28, KNOWLES COURT ADDITION, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida recorded in Plat Book 9, Page 82.

Said lands situate in Palm Beach County, Florida and containing 82,861 square feet, 1.902 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary and Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Boundary and Topographic Survey meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

ALAN M. REYNOLDS, P.S.M.
Florida Registration No. 6346
AVIROM & ASSOCIATES, INC.
L.B. No. 3300



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com

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SCALE	1" = 30'	REVISIONS	DATE	F.B. I PG.	BY	CK'D	REVISIONS	DATE	F.B. I PG.	BY	CK'D
DATE	01/21/09										
BY	A.M.R.										
CK'D.	M.D.A.										
F.B.	1486	PG.	41								
JOB NO.	8461-2										

BOUNDARY AND TOPOGRAPHIC
SURVEY
RIVIERA PLANT
LANDSCAPE BUFFER AREA
SECTION 4, TOWNSHIP 43 S., RANGE 43 E.
PALM BEACH COUNTY
FLORIDA.

SHEET
1
OF
1



March 16, 2015

Ann Seiler
Siting Coordination Office
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, FL 32399

Re: Florida Power & Light Company
PA09-54C FPL Riviera Beach Energy Center 6-Mile Lateral Project
Condition A.IF (Delineation of Off-Site Linear Facilities)

Dear Ms. Seiler,

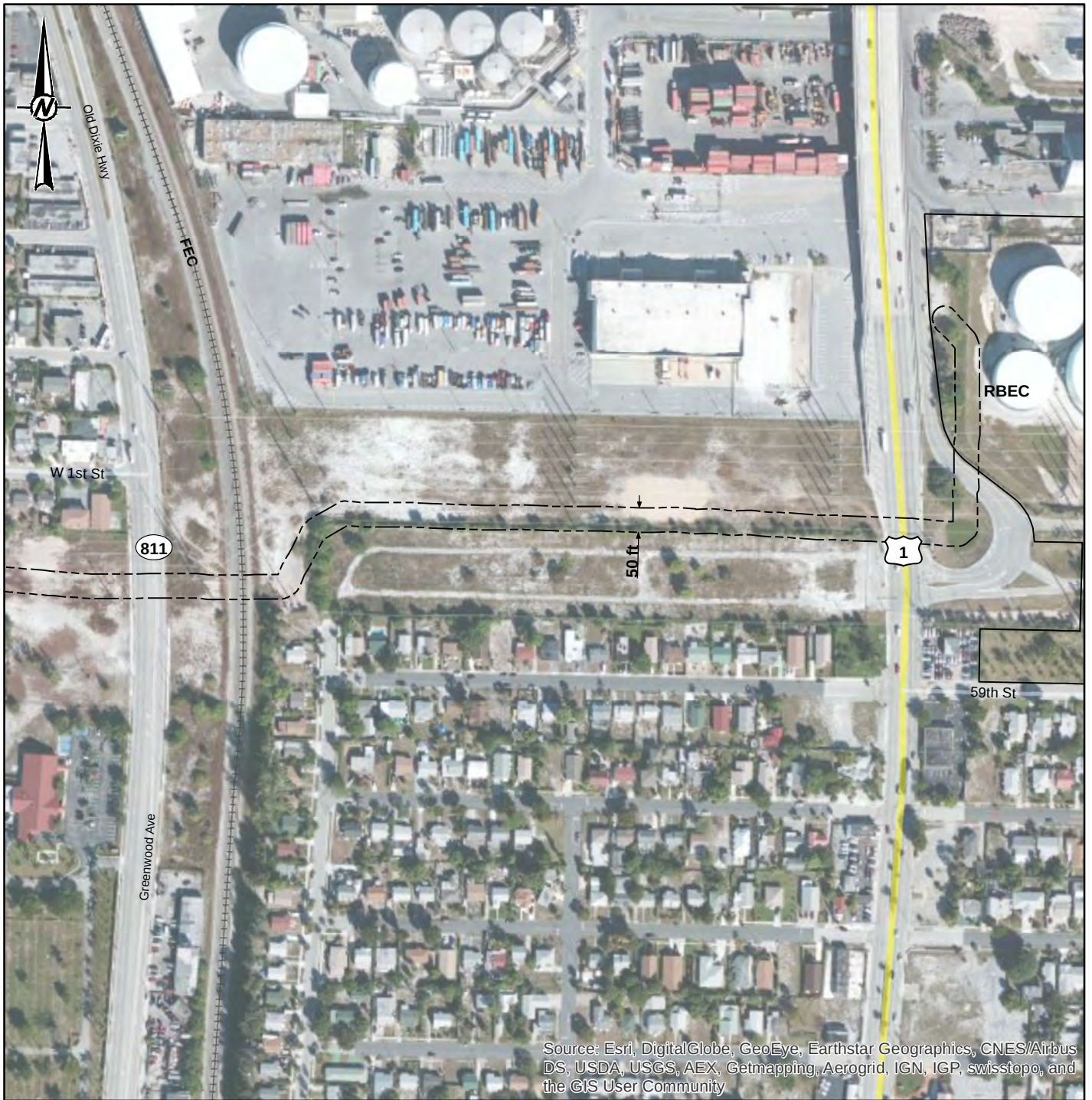
Pursuant to Condition of Certification Section A.I.F of PA 09-54C, Florida Power & Light Company (FPL) is hereby submitting a delineation of the certified boundary of offsite facilities for the Riviera Beach Energy Center (RBEC) Phase I 6-Mile Lateral Pipeline Project. Condition of Certification Section A.I.F reads as follows:

"Within 180 days after completion of construction of associated off-site linear facilities, as defined by Section 403.503(7), F.S., the Licensee shall provide: an aerial photograph(s)/ map(s) at a scale of at least 1:400, or acceptable equivalent documentation such as an official legal description or survey map(s) signed by a professional land surveyor, delineating the boundaries of the certified area(s), following acquisition of all necessary property interests and the corridor narrowing as described in section 403.503(11), F.S., which shall be known as Delineation of Off-Site Linear Facilities and attached as part of Attachment A."

If you have any questions regarding this submittal, please do not hesitate to contact me at 561-691-7065 or John Tessier at 561-694-4131.

Sincerely yours,
Florida Power & Light Company

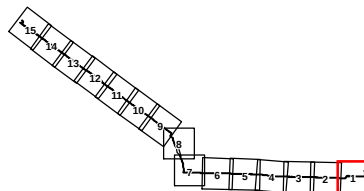
Stacy M. Foster
Manager, Environmental Licensing and Permitting



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

-  RBEC 6 Mile Pipeline Certified Area
-  RBEC



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

CLIENT
FPL

PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 6 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD 2015-02-16

DESIGNED NRL

PREPARED NRL

REVIEWED KFK

APPROVED KFK

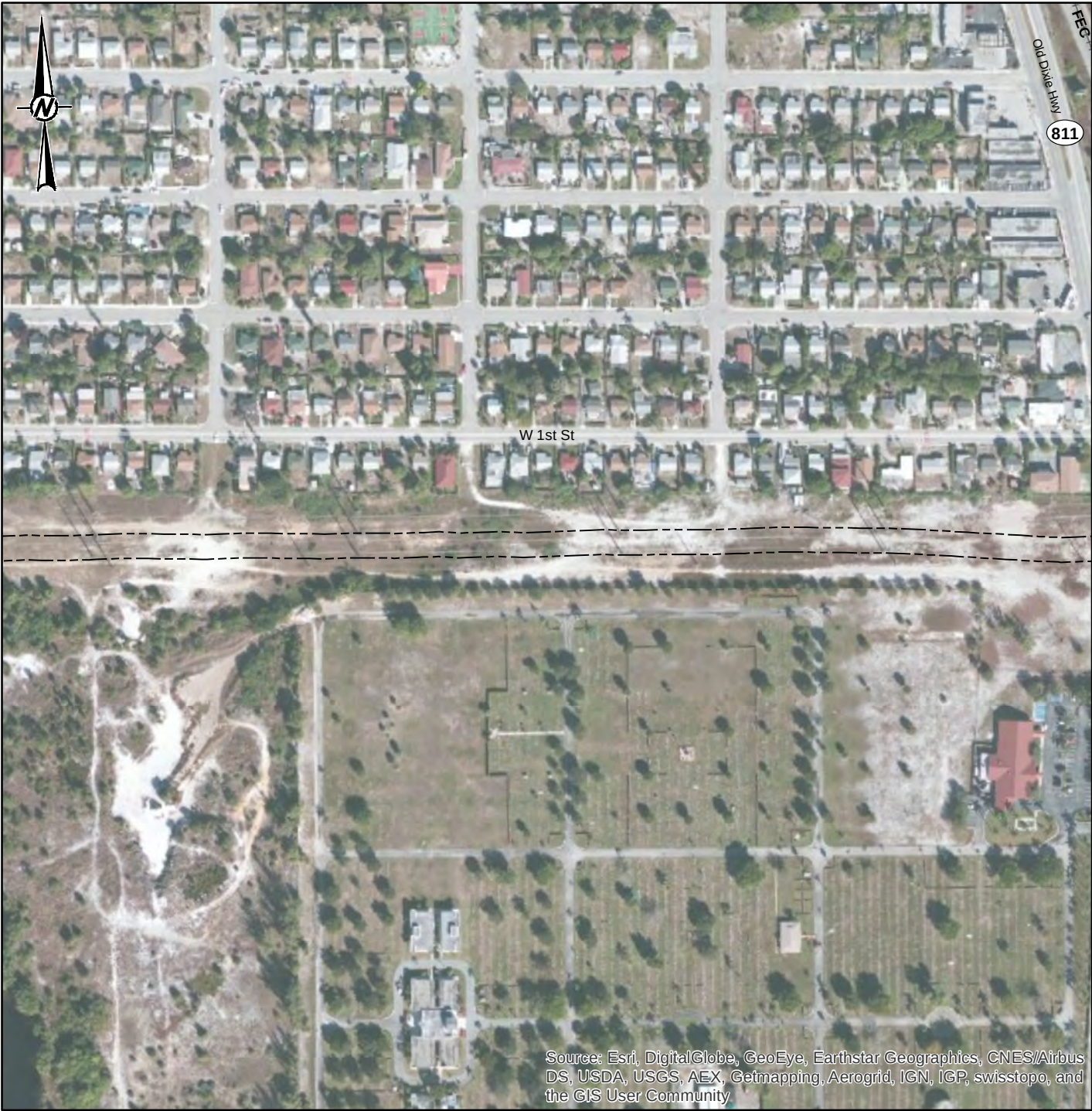
PROJECT NO.
1238765401

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B001

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SHEET
1 of 15

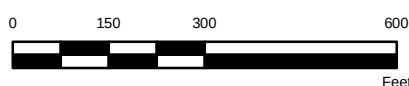
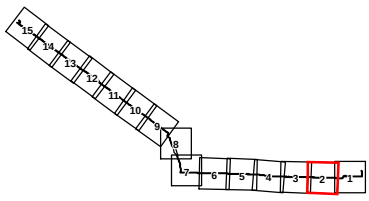
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)
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**RBEC 6 MILE PIPELINE
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CONSULTANT

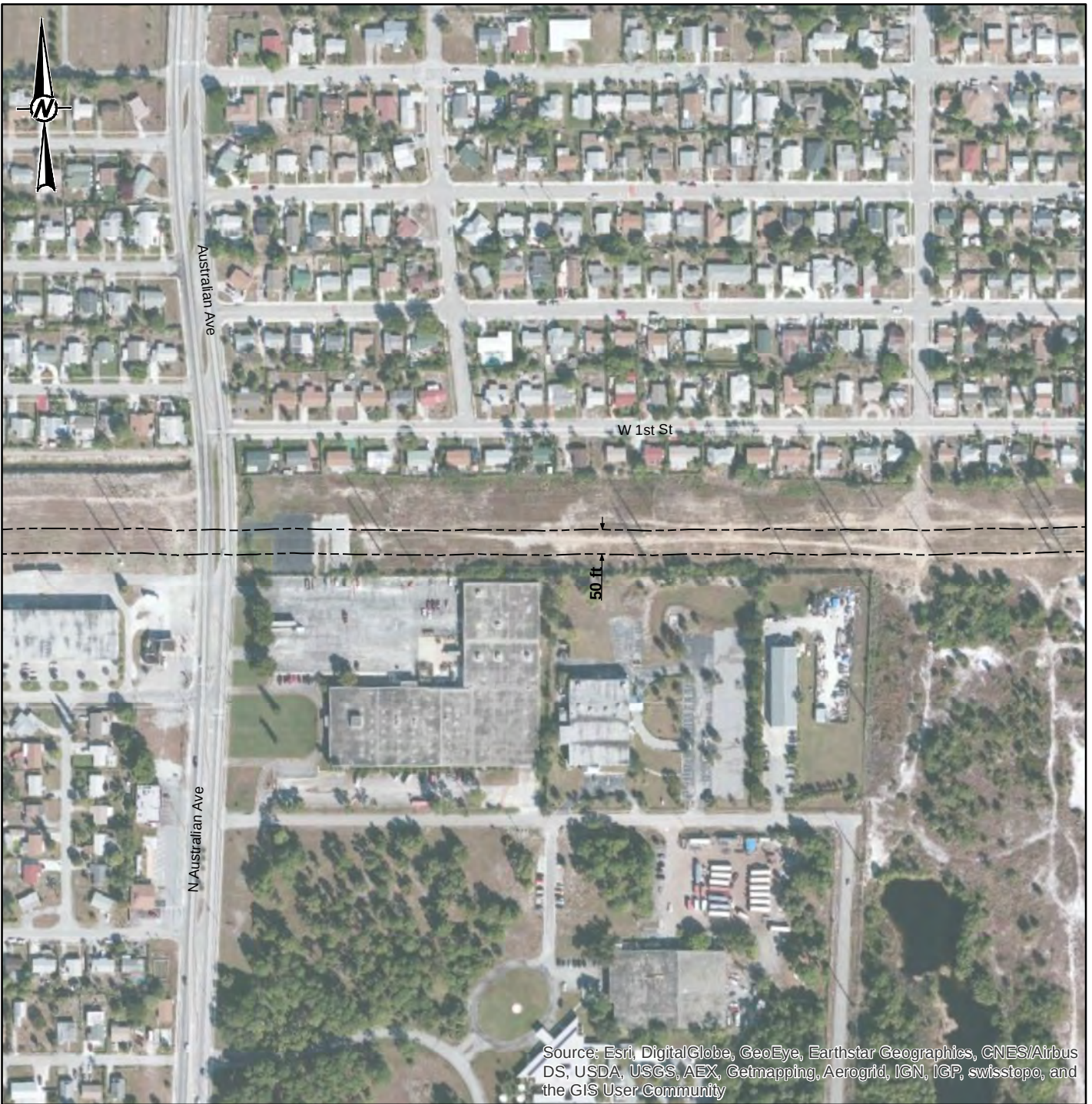


YYYY-MM-DD	2015-02-16
DESIGNED	NRL
PREPARED	NRL
REVIEWED	KFK
APPROVED	KFK

PROJECT NO. 1238765401	CONTROL B001	REV. 0	SHEET 2 of 15
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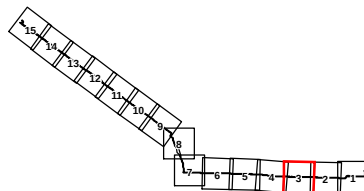
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LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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FPL

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APPROVED	KFK

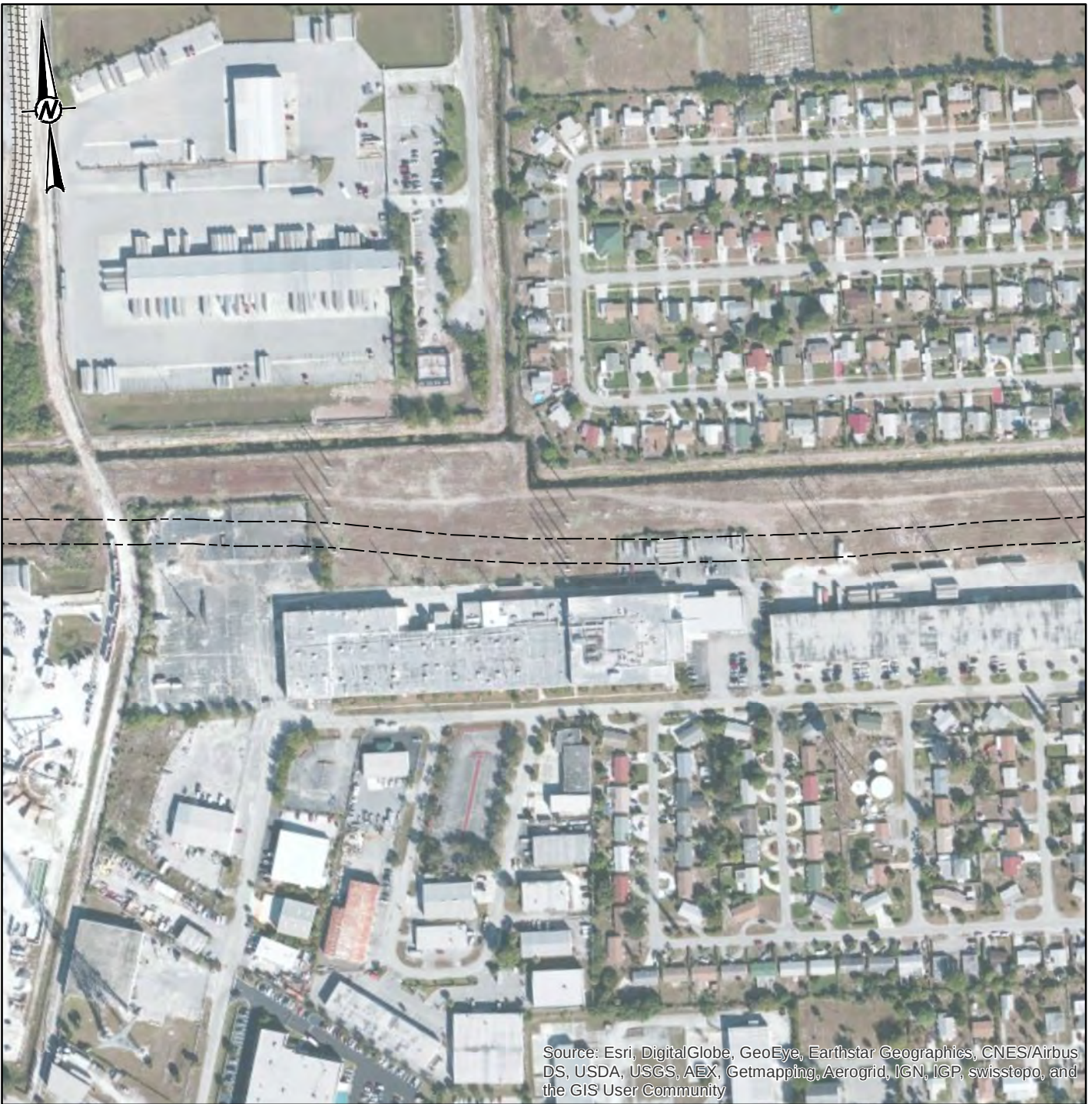
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3 of 15

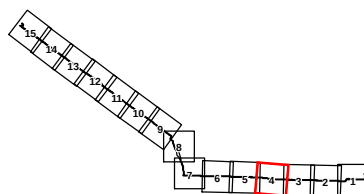
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

-  RBEC 6 Mile Pipeline Certified Area



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FPL

PROJECT
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CONSULTANT



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APPROVED KFK

PROJECT NO.
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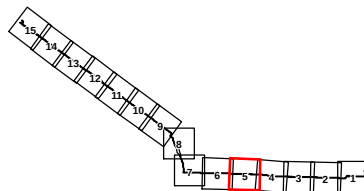
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4 of 15



LEGEND

-  RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

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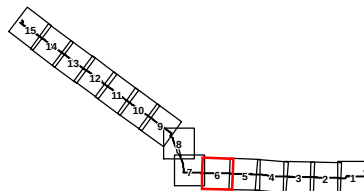
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5 of 15



LEGEND

- RBEC 6 Mile Pipeline Certified Area



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COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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FPL

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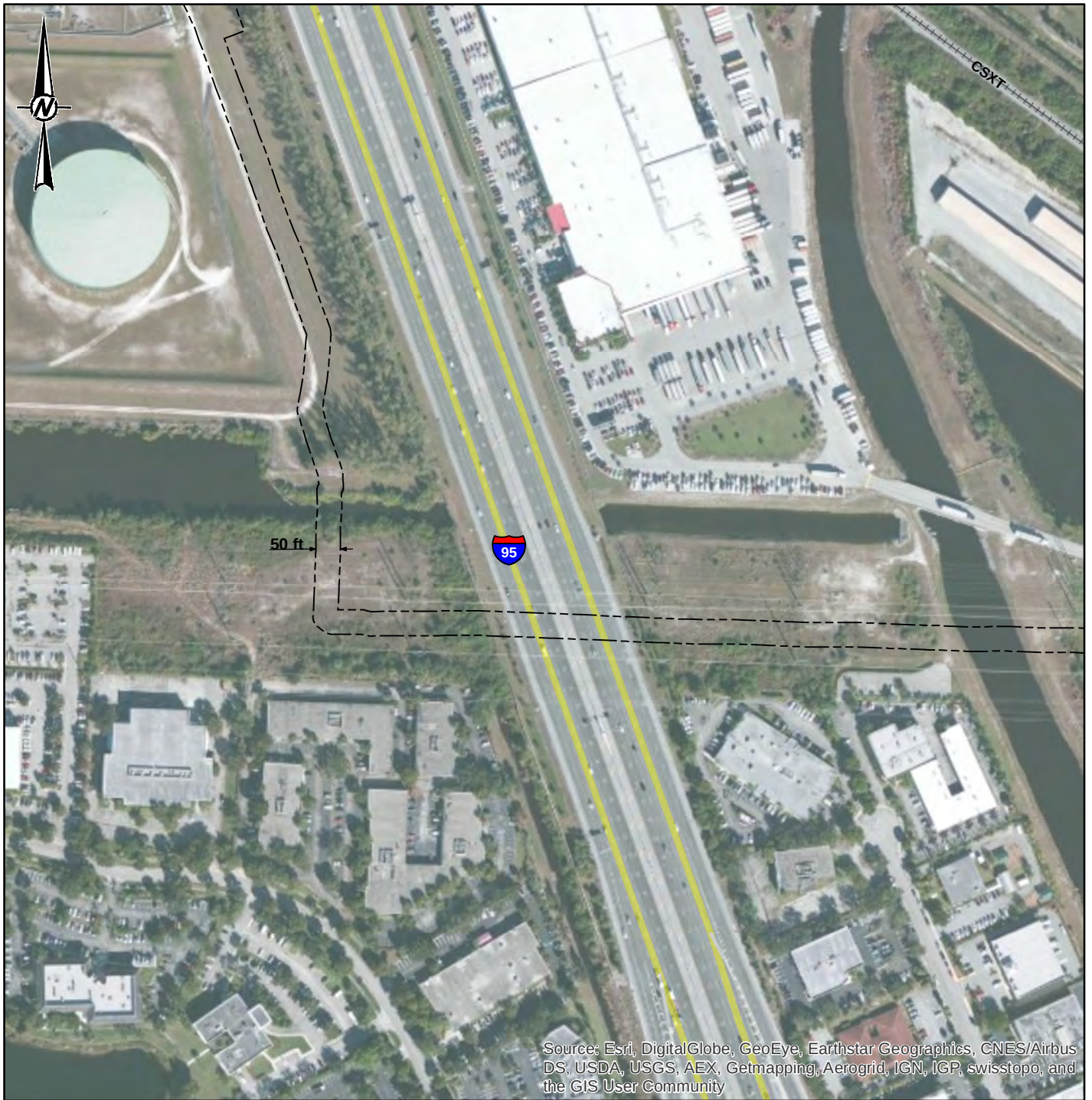
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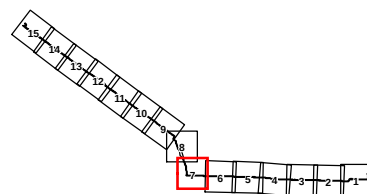
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SHEET
6 of 15



LEGEND

-  RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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PREPARED NRL

REVIEWED KFK

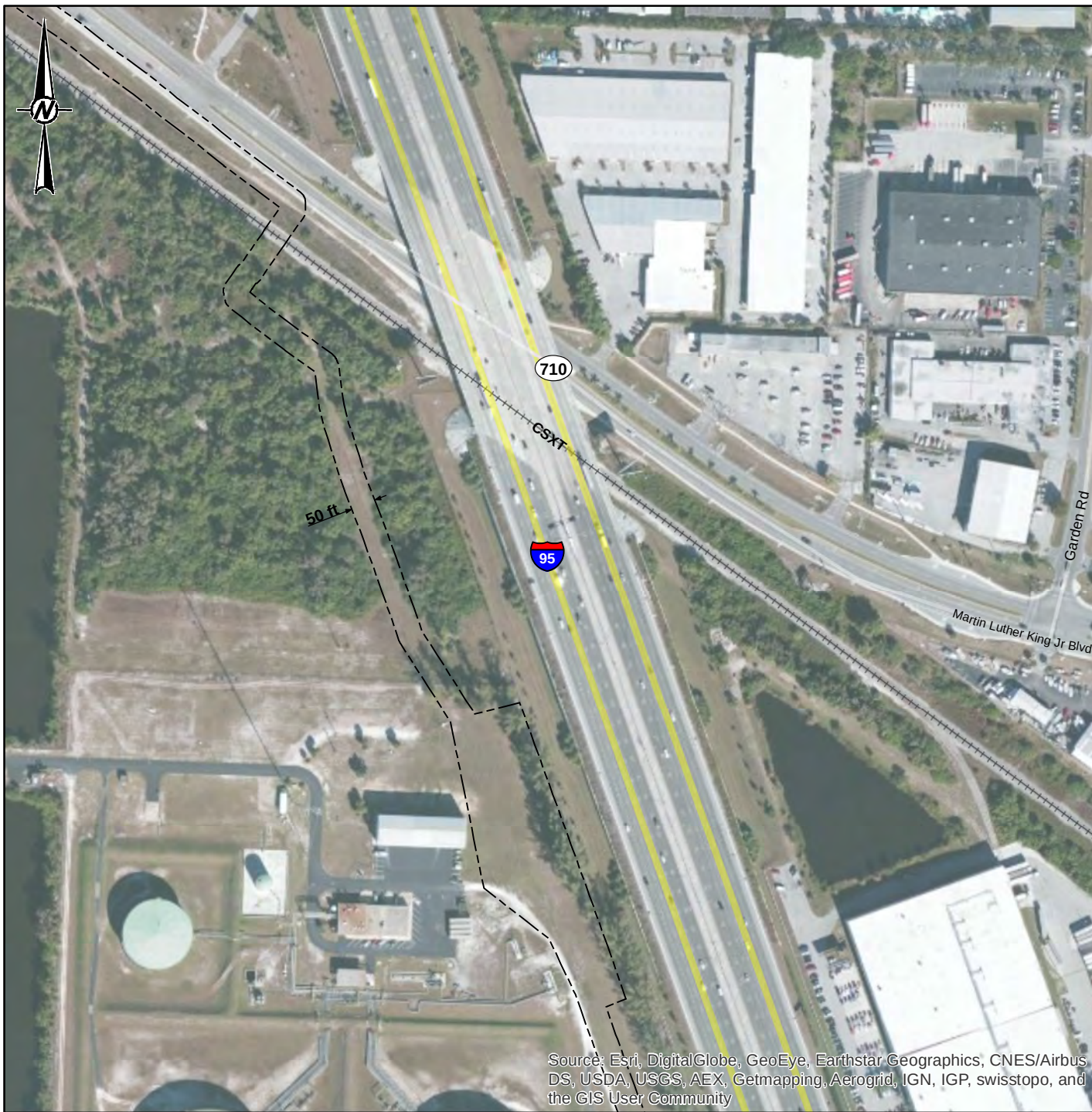
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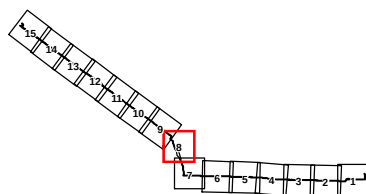
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7 of 15



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

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PROJECT
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TITLE
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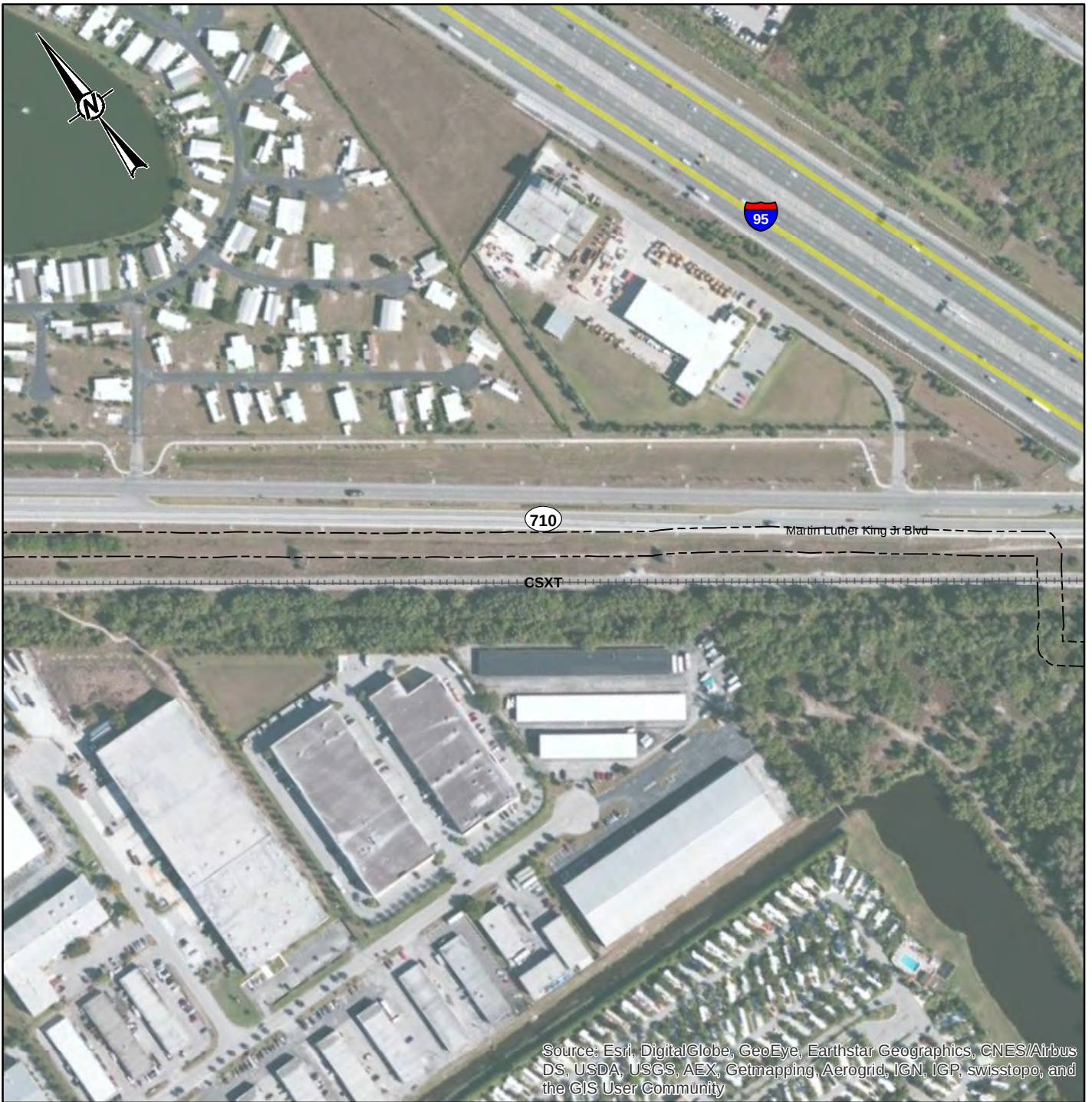
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PROJECT NO.
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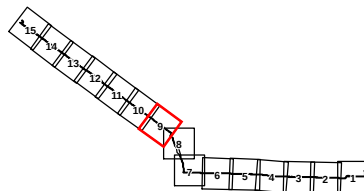
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8 of 15



LEGEND

-  RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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DESIGNED NRL

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REVIEWED KFK

APPROVED KFK

PROJECT NO.
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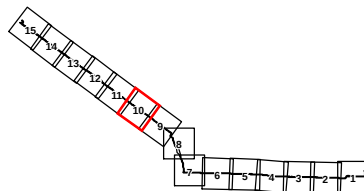
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9 of 15



LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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CONSULTANT



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DESIGNED NRL

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PROJECT NO.
1238765401

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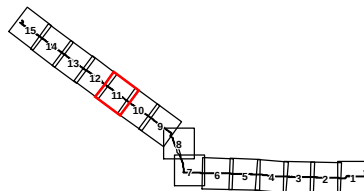
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SHEET
10 of 15



LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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FPL

PROJECT
CERTIFIED SITE BOUNDARIES

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**RBEC 6 MILE PIPELINE
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DESIGNED	NRL
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REVIEWED	KFK
APPROVED	KFK

PROJECT NO.
1238765401

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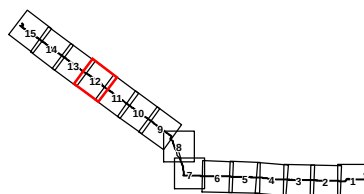
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11 of 15



LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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PROJECT
CERTIFIED SITE BOUNDARIES

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**RBEC 6 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD 2015-02-16

DESIGNED NRL

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REVIEWED KFK

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PROJECT NO.
1238765401

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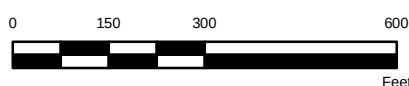
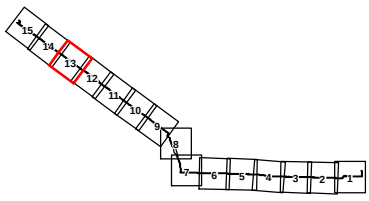
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12 of 15



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

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FPL

PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 6 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD	2015-02-16
DESIGNED	NRL
PREPARED	NRL
REVIEWED	KFK
APPROVED	KFK

PROJECT NO. 1238765401	CONTROL B001	REV. 0	SHEET 13 of 15
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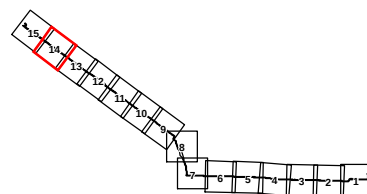
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- RBEC 6 Mile Pipeline Certified Area



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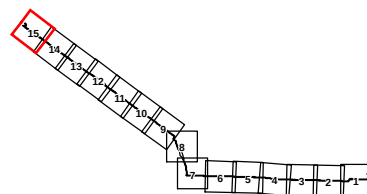
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14 of 15



LEGEND

- RBEC 6 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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CERTIFIED SITE BOUNDARIES

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CONSULTANT



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DESIGNED NRL

PREPARED NRL

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APPROVED KFK

PROJECT NO.
1238765401

CONTROL
B001

REV.
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SHEET
15 of 15



March 16, 2015

Ann Seiler
Siting Coordination Office
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 5500
Tallahassee, FL 32399

Re: Florida Power & Light Company
PA09-54C FPL Riviera Beach Energy Center 32-Mile Lateral Project
Condition A.IF (Delineation of Off-Site Linear Facilities)

Dear Ms. Seiler,

Pursuant to Condition of Certification Section A.I.F of PA 09-54C, Florida Power & Light Company (FPL) is hereby submitting a delineation of the certified boundary of offsite facilities for the Riviera Beach Energy Center (RBEC) Phase I 32-Mile Lateral Pipeline Project. Condition of Certification Section A.I.F reads as follows:

"Within 180 days after completion of construction of associated off-site linear facilities, as defined by Section 403.503(7), F.S., the Licensee shall provide: an aerial photograph(s)/ map(s) at a scale of at least 1:400, or acceptable equivalent documentation such as an official legal description or survey map(s) signed by a professional land surveyor, delineating the boundaries of the certified area(s), following acquisition of all necessary property interests and the corridor narrowing as described in section 403.503(11), F.S., which shall be known as Delineation of Off-Site Linear Facilities and attached as part of Attachment A."

If you have any questions regarding this submittal, please do not hesitate to contact me at 561-691-7065 or John Tessier at 561-694-4131.

Sincerely yours,
Florida Power & Light Company

A handwritten signature in blue ink that reads "Stacy M. Foster". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Stacy M. Foster
Manager, Environmental Licensing and Permitting



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

- RBEC 32 Mile Pipeline Certified Area



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COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD 2015-02-17

DESIGNED NRL

PREPARED NRL

REVIEWED KFK

APPROVED KFK

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LEGEND

- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

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PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



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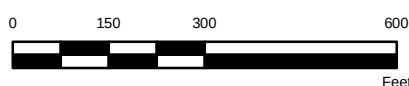
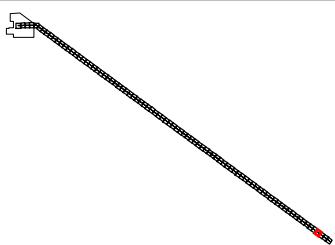
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 RBEC 32 Mile Pipeline Certified Area



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-  RBEC 32 Mile Pipeline Certified Area



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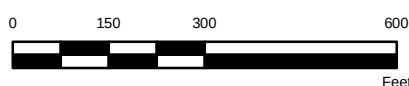
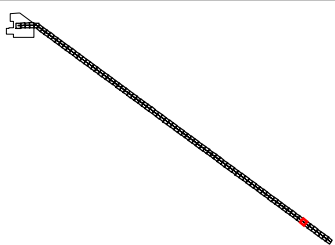
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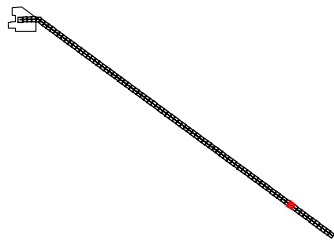
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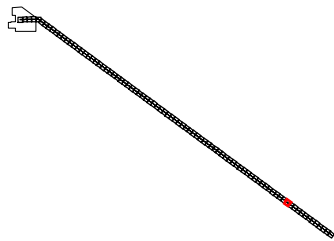
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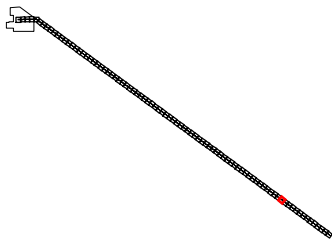
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- RBEC 32 Mile Pipeline Certified Area



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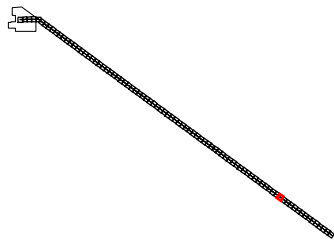
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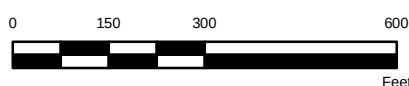
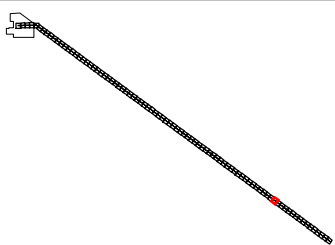
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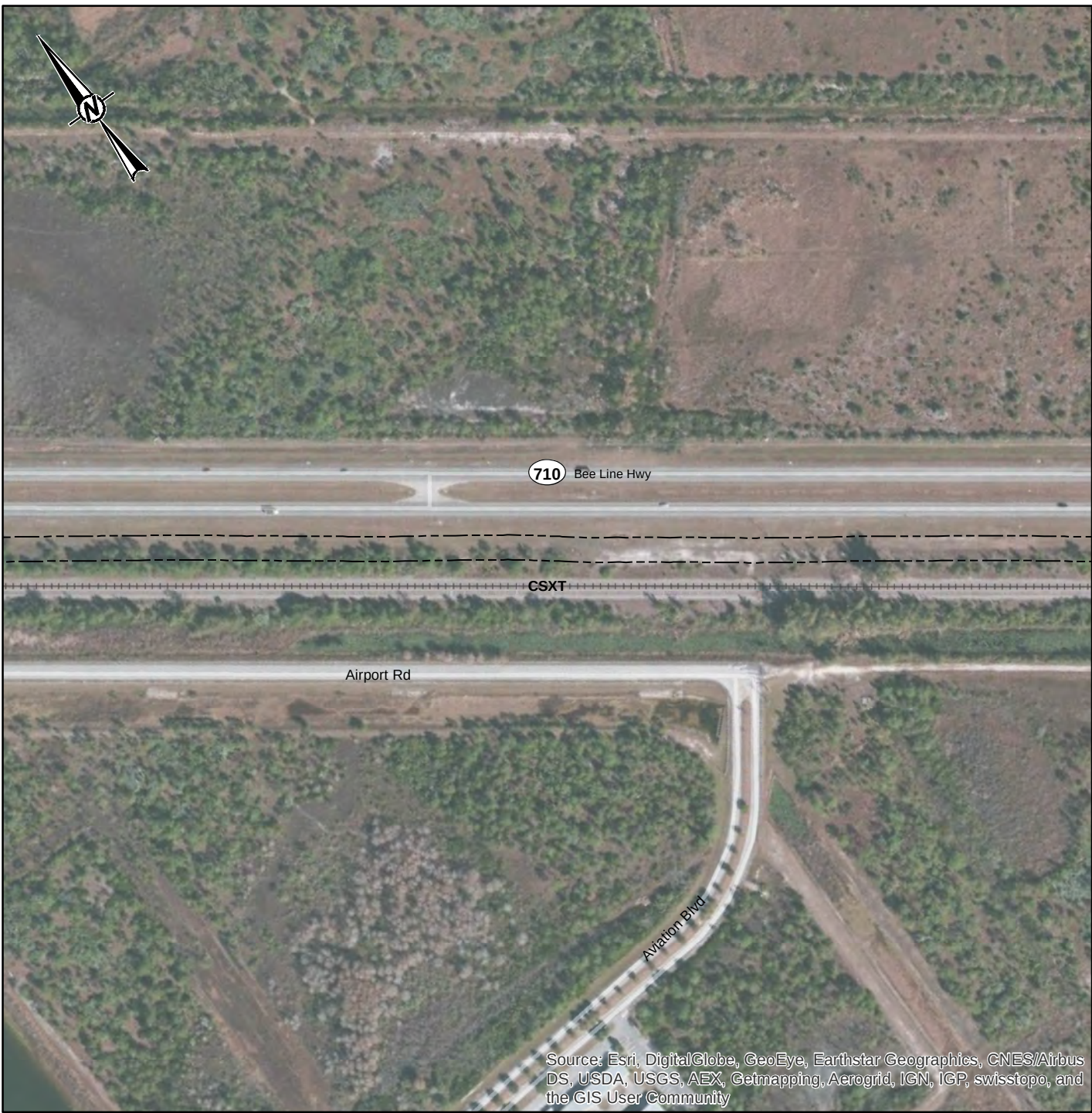
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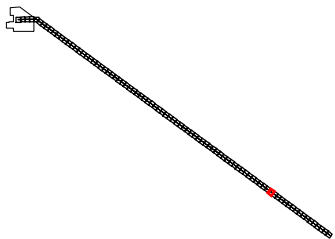
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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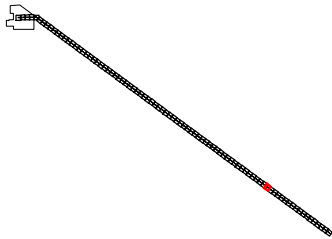
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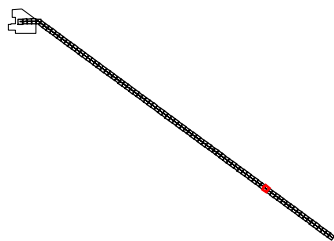
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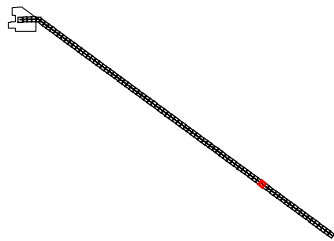
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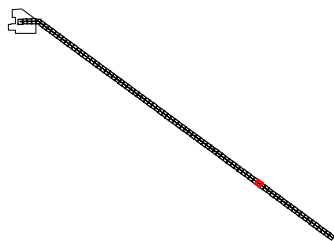
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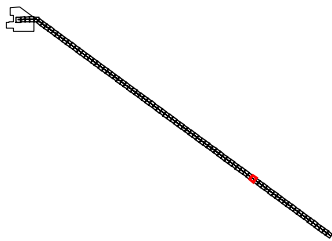
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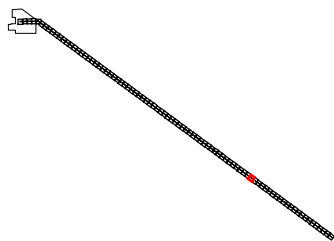
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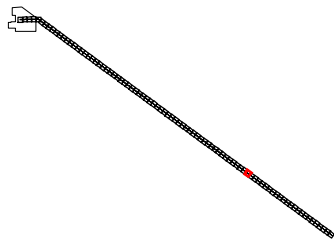
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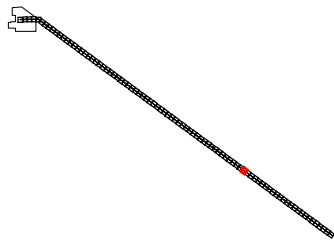
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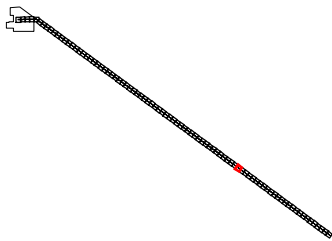
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

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PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



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PREPARED NRL

REVIEWED KFK

APPROVED KFK

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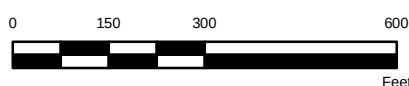
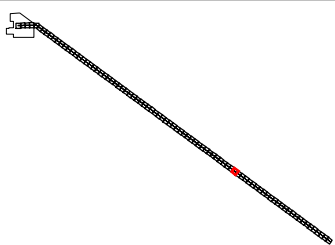
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

 RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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PROJECT
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**RBEC 32 MILE PIPELINE
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CONSULTANT



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REVIEWED	KFK
APPROVED	KFK

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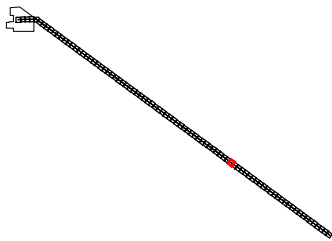
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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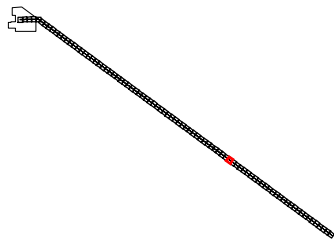
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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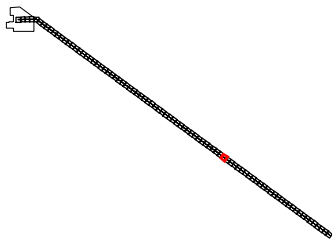
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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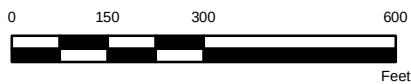
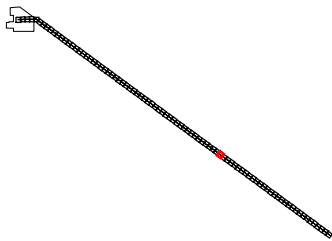
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-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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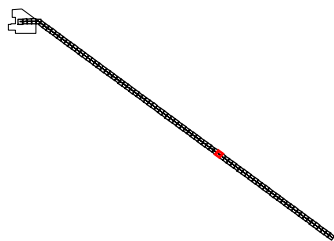
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-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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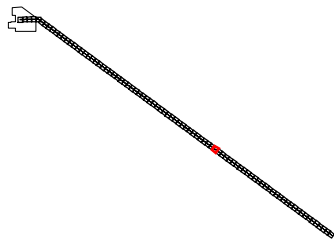
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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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CERTIFIED SITE BOUNDARIES

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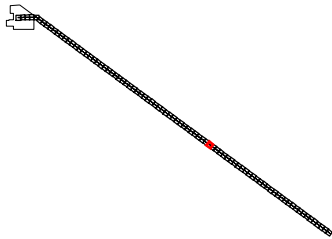
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-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

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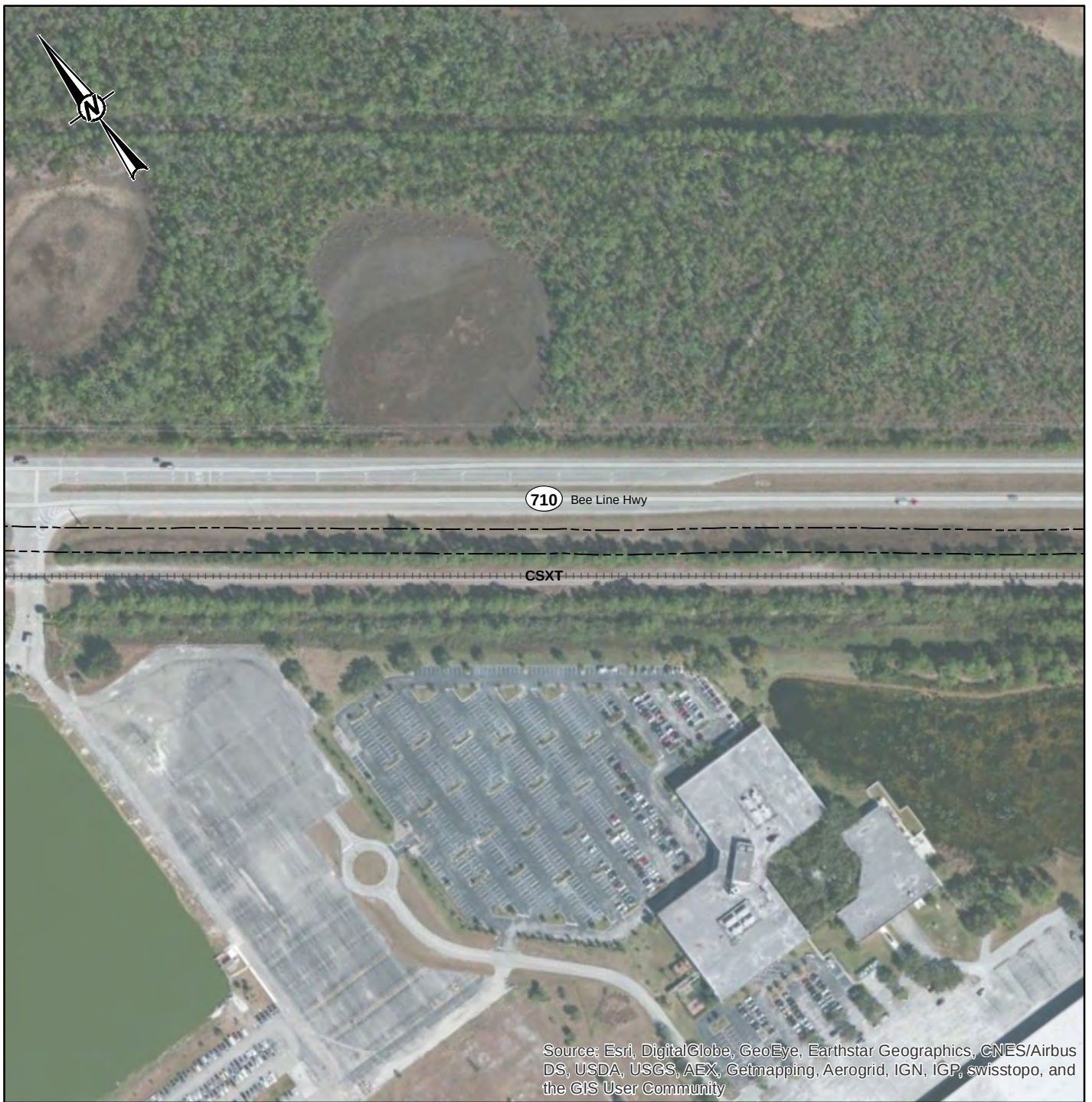
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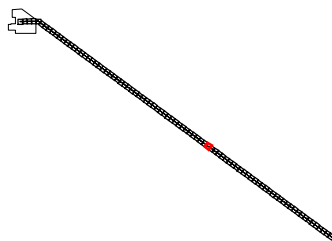
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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- RBEC 32 Mile Pipeline Certified Area



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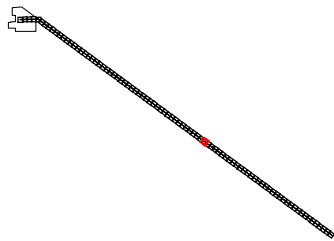
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IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI/A 1 in



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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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**RBEC 32 MILE PIPELINE
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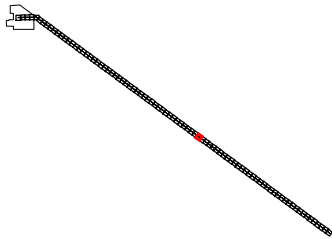
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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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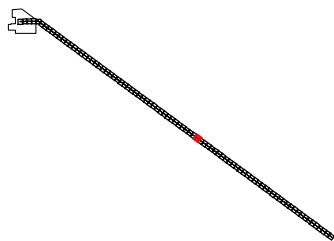
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37 of 86



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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**RBEC 32 MILE PIPELINE
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PROJECT NO.
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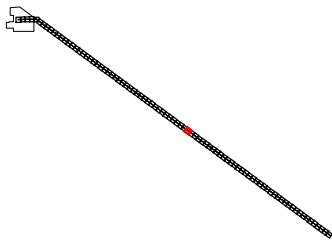
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 RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
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**RBEC 32 MILE PIPELINE
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 RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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PROJECT NO.
1238765401

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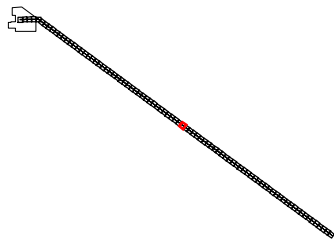
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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PROJECT NO.
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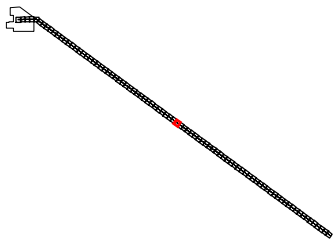
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 RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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PROJECT
CERTIFIED SITE BOUNDARIES

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**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

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		PREPARED	NRL
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		APPROVED	KFK

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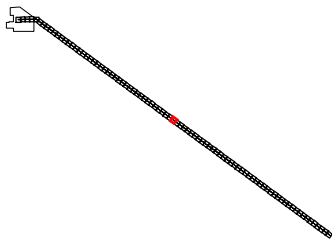
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 RBEC 32 Mile Pipeline Certified Area



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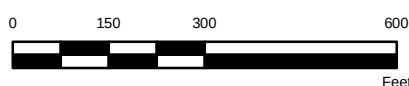
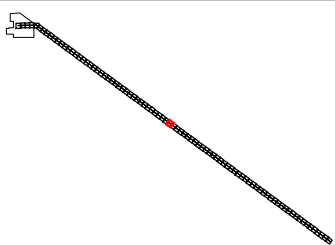
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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 RBEC 32 Mile Pipeline Certified Area



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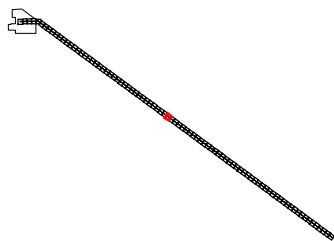
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- RBEC 32 Mile Pipeline Certified Area



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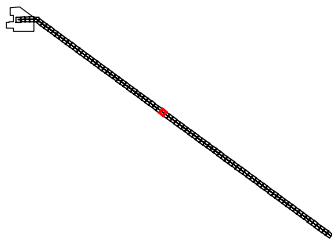
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LEGEND

 RBEC 32 Mile Pipeline Certified Area



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COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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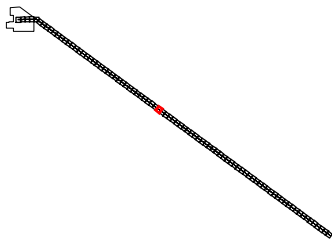
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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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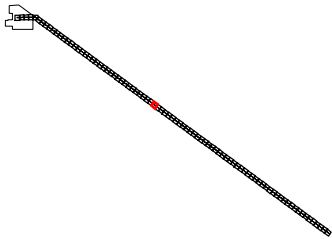
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1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI A



LEGEND

- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

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PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD 2015-02-17

DESIGNED NRL

PREPARED NRL

REVIEWED KFK

APPROVED KFK

PROJECT NO.
1238765401

CONTROL
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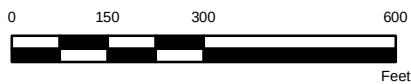
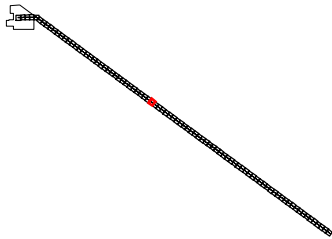
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-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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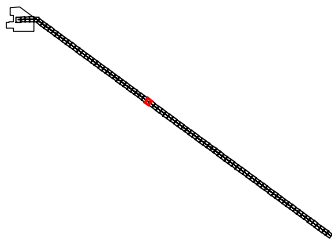
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- RBEC 32 Mile Pipeline Certified Area



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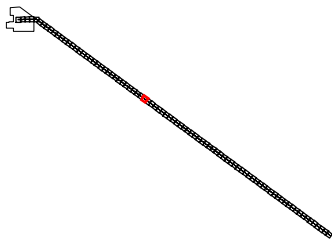
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-  RBEC 32 Mile Pipeline Certified Area



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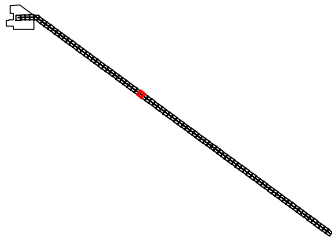
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



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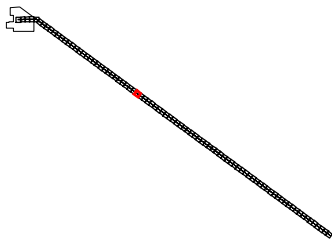
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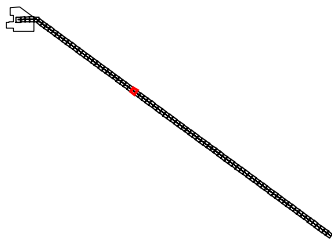
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IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI/A 11



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-  RBEC 32 Mile Pipeline Certified Area



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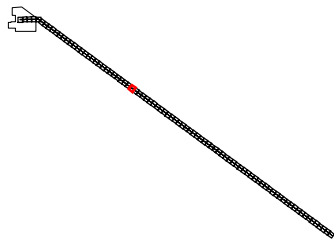
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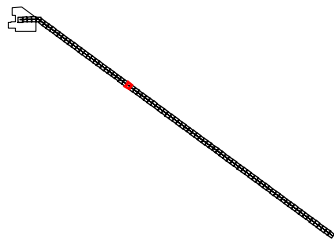
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- RBEC 32 Mile Pipeline Certified Area



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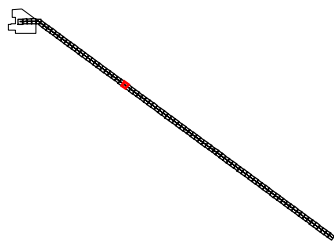
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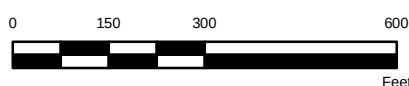
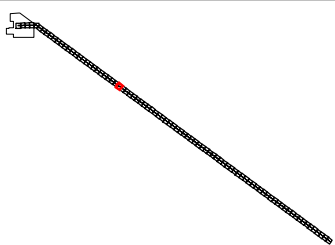
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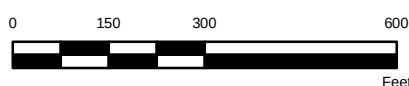
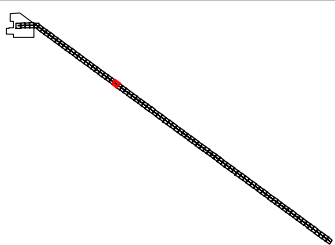
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- RBEC 32 Mile Pipeline Certified Area



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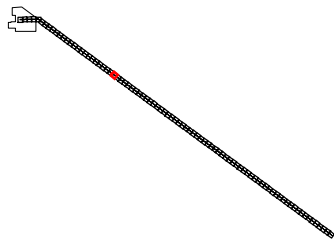
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PREPARED NRL

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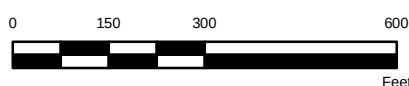
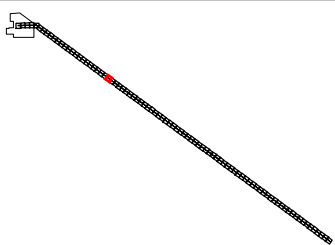
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APPROVED	KFK

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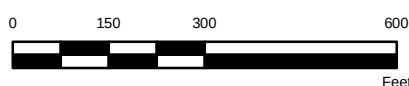
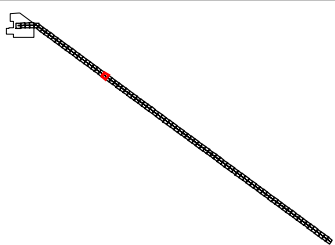
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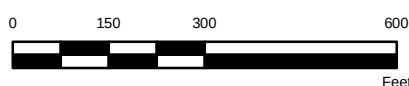
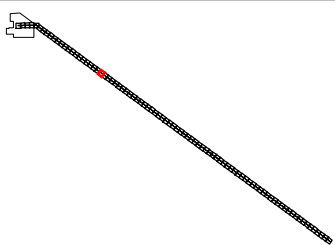
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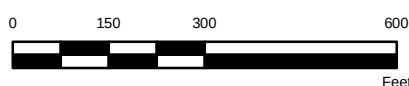
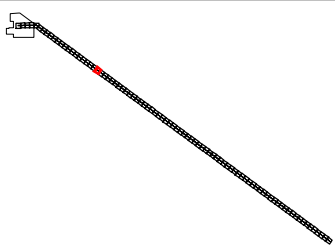
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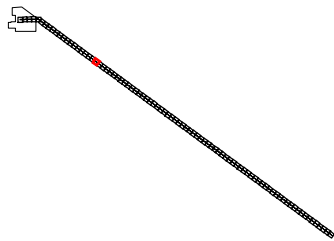
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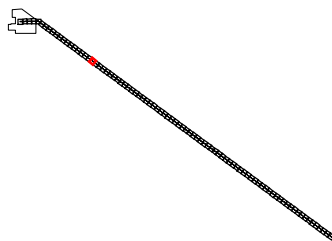
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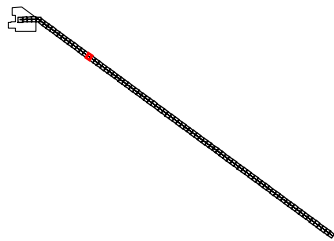
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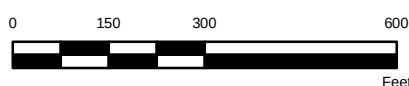
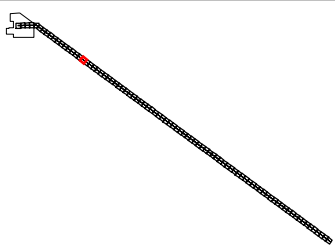
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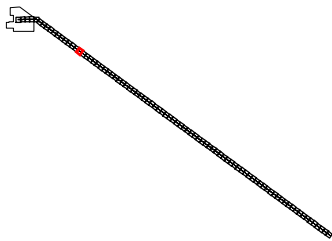
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

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PROJECT
CERTIFIED SITE BOUNDARIES

TITLE
**RBEC 32 MILE PIPELINE
SITE CERTIFICATION BOUNDARY**

CONSULTANT



YYYY-MM-DD 2015-02-17

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APPROVED KFK

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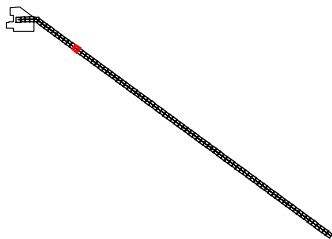
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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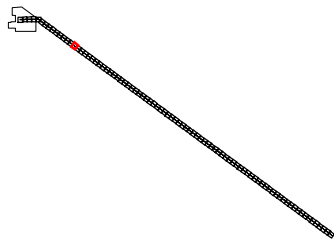
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LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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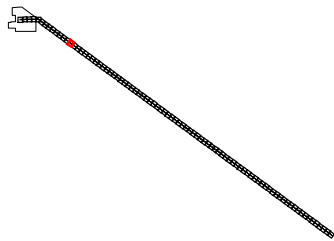
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- RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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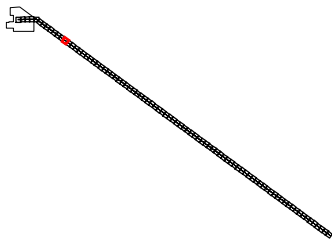
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

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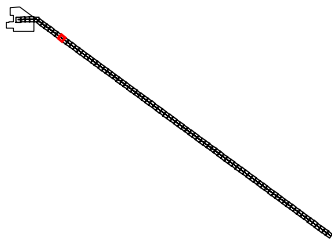
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-  RBEC 32 Mile Pipeline Certified Area



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
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**RBEC 32 MILE PIPELINE
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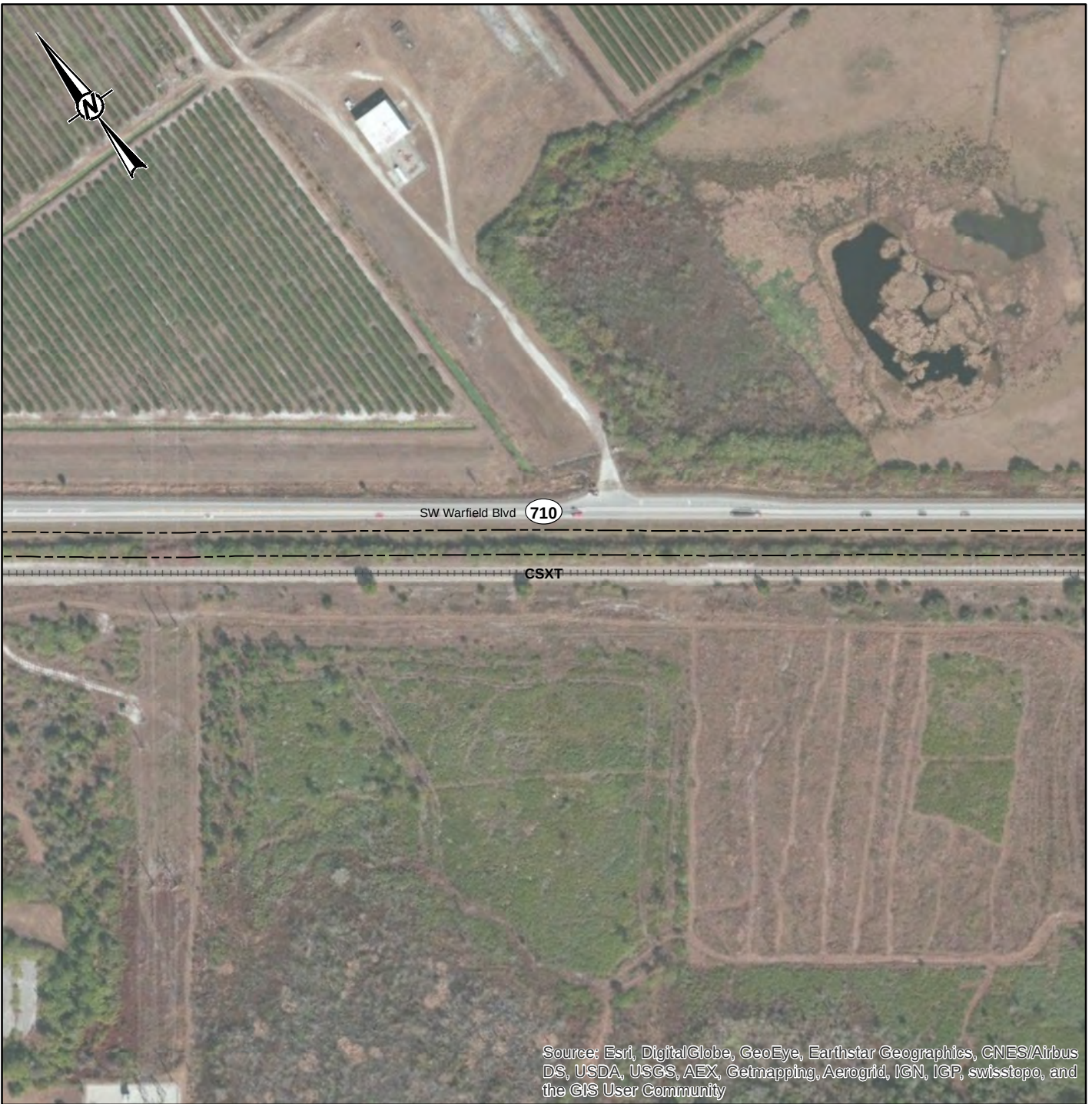
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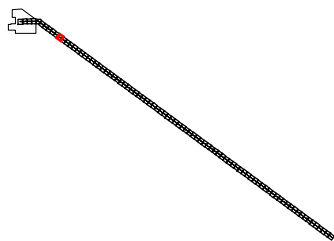
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

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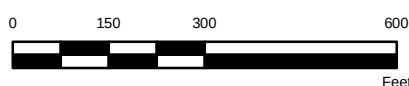
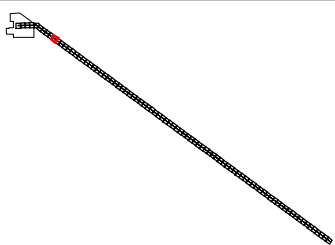
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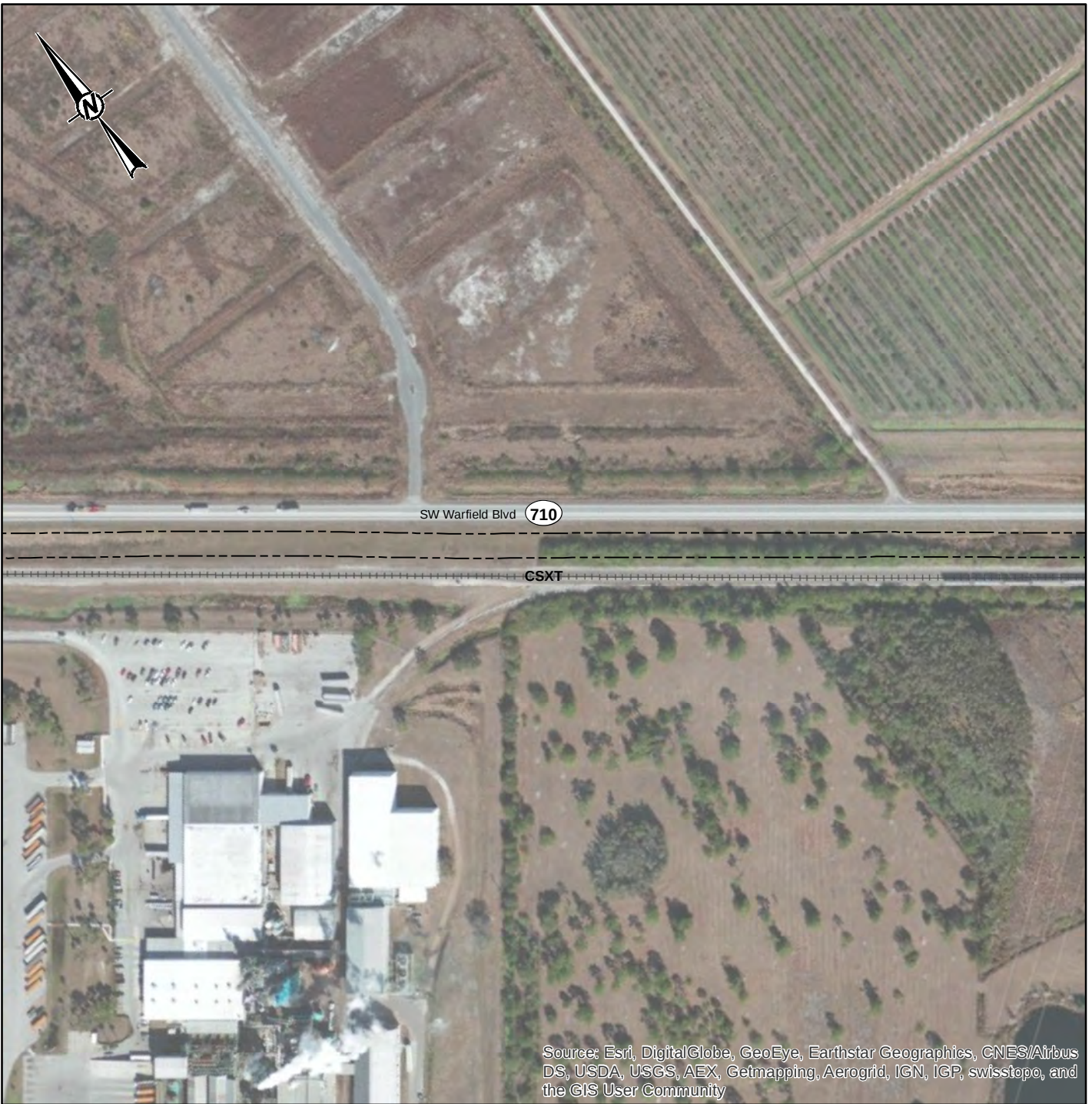


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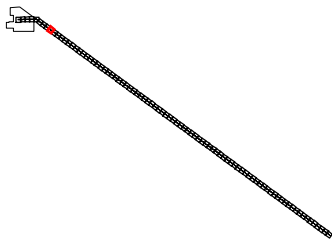
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- RBEC 32 Mile Pipeline Certified Area



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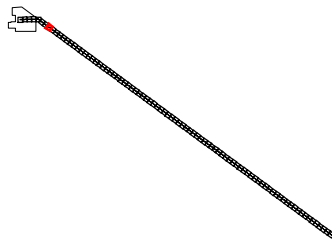
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-  RBEC 32 Mile Pipeline Certified Area



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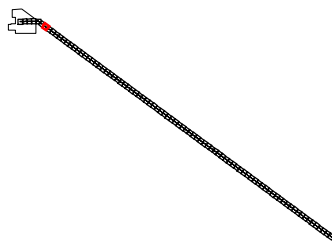
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- RBEC 32 Mile Pipeline Certified Area



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-  RBEC 32 Mile Pipeline Certified Area
-  Martin Plant



REFERENCE(S)

COORDINATE SYSTEM: NAD 1983 STATEPLANE FLORIDA EAST FIPS 0901 FEET
PROJECTION: TRANSVERSE MERCATOR
DATUM: NORTH AMERICAN 1983

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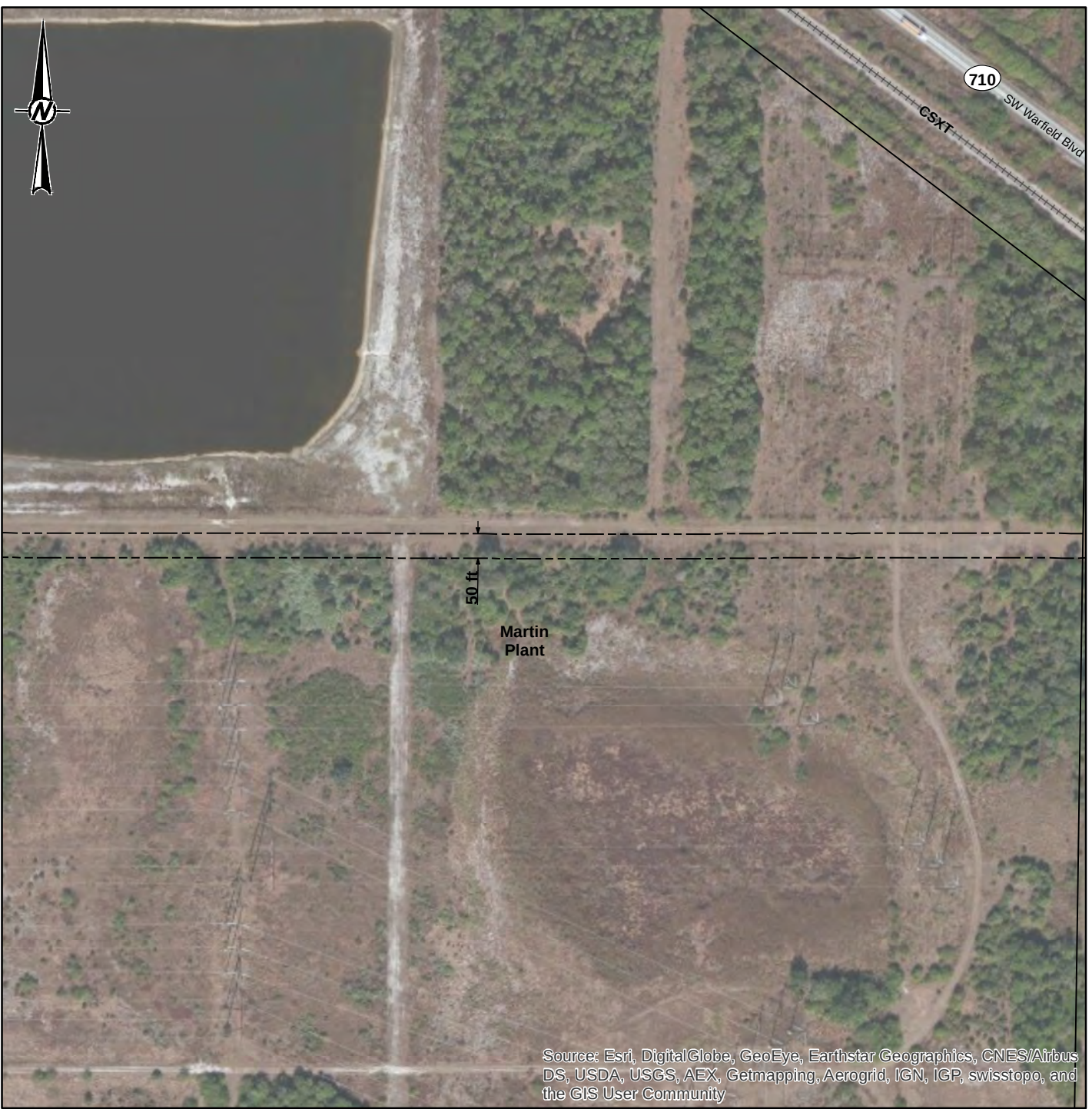
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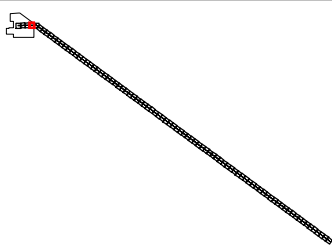
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

-  RBEC 32 Mile Pipeline Certified Area
-  Martin Plant



REFERENCE(S)

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Martin
Plant

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND

-  RBEC 32 Mile Pipeline Certified Area
-  Martin Plant



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Martin
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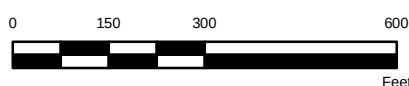
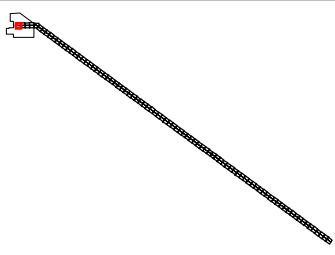
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LEGEND

- RBEC 32 Mile Pipeline Certified Area
- Martin Plant



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ATTACHMENTS

ATTACHMENT B: Surface Water Management System Operation and Maintenance Requirement(s)

ATTACHMENTS

Surface Water Management System Operation and Maintenance Requirements

1. In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems, dams, impoundments, reservoirs, appurtenant works, or works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity. The operation and maintenance shall be in accordance with the designs, plans, calculations, and other specifications that are submitted with any amendment or modification and approved by the Department.
2. A registered professional must perform inspections annually after conversion of the project to the operation and maintenance phase to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of the stormwater management system or other surface water management systems that may endanger public health, safety, or welfare, or the water resources, and to insure that systems are functioning as designed and approved. Within 30 days of the inspection, a report shall be submitted electronically or in writing to the Department using Form 62-330.311(1), "Operation and Maintenance Inspection Certification".
3. If deficiencies are found, the Riviera Beach Energy Center will be responsible for correcting the deficiencies so that the project is returned to the operational functions as designed and approved. The corrections must be done a timely manner to prevent compromises to flood protection and water quality.
4. If the operational maintenance and corrective measures are insufficient to enable the systems to meet the performance standards of this chapter, the Riviera Beach Energy Center must either replace the systems or construct an alternative design.
5. The Riviera Beach Energy Center shall provide for periodic inspections in addition to the annual inspections, especially after heavy rain. It must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and approved, and make such record available upon request of the Department. Within 30 days of any failure of any system or deviation from the permit, a report shall be submitted electronically or in writing to the Department using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
6. The Riviera Beach Energy Center shall immediately notify the Department by telephone whenever a serious problem occurs at this facility. Notification shall be made to the Northeast District Office at (904) 256-1700. Within 7 days of telephone notification, a report shall be submitted electronically or in writing to the Department using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the extent of the problem, its cause, the remedial actions taken to resolve the problem.
7. The following operational maintenance activities shall be performed on approved systems on a regular basis or as needed:
 - (1) Removal of trash and debris from the surface water management systems;
 - (2) Inspection of culverts, culvert risers, pipes and screwgates for damage, blockage, excessive leakage or deterioration, if applicable,
 - (3) Inspection of stormwater berms, if applicable,

ATTACHMENTS

- (4) Inspection of pipes for evidence of lateral seepage,
 - (5) Inspection of flapgates for excessive backflow or deterioration, if applicable,
 - (6) Removal of sediments when the storage volume or conveyance capacity of the surface water management system is below design levels,
 - (7) Stabilization and restoration of eroded areas,
 - (8) Inspection of pump stations for structural integrity and leakage of fuel or oil to the ground or surface water, if applicable, and
 - (9) Inspection of monitoring equipment, including pump hour meters and staff gauges, for damage and operational status, if applicable.
8. In addition to the practices listed above, specific operational maintenance activities are required, if applicable, depending on the type of approved system, as follows:
- (1) Overland flow systems shall include provisions for:
 - a. Mowing and removal of clippings, and
 - b. Maintenance of spreader swales and overland flow areas to prevent channelization.
 - (2) Spray irrigation systems for reuse/disposal shall include provisions for:
 - a. Inspection of the dispersal system, including the sprayheads or perforated pipe for damage or clogging, and
 - b. Maintenance of the sprayfield to prevent channelization.
 - (3) Treatment systems which incorporate isolated wetlands shall include provisions for:
 - a. Stabilization and restoration of channelized areas, and
 - b. Removal of sediments which interfere with the function of the wetland or treatment system.

ATTACHMENTS

ATTACHMENT C: Mitigation Plan(s)

ATTACHMENTS

ATTACHMENT D: Groundwater Monitoring Requirement(s)

ATTACHMENTS

ATTACHMENT E: Sovereign Submerged Lease(s)



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

July 27, 2010

Florida Power & Light Company
Attn: Ms. Kristen Chase
700 Universe Blvd.
Juno Beach, FL 33408

RECEIVED

By DEP Siting Coordination Office via Email at 1:58 pm, Nov 05, 2010

Easement No. 41209
BOT File No. 500234456
Grantee: Florida Power & Light Company

Dear Ms. Chase:

Enclosed is a fully executed easement for **your client's** records.

The easement agreement requires the Grantee to have the fully executed easement (all pages) recorded within 14 days after receipt of this letter. The easement is to be recorded in the official records of the county within which the easement site is located. Please provide within 10 days following recordation, a copy of the recorded easements to this office at the letterhead address (to Mail Station No. 125).

If you have any questions, please feel free to contact me at (850) 245-2720. Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at (850) 245-2720.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin

Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg

Enclosures

cc: File

DEP, SE District Office

This Instrument Prepared By:
Taurean J. Lewis
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

NO. 41209
BOT FILE NO. 500234456
PA NO. 50-0045750-006

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Florida Power & Light Company, a Florida corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 33,
Township 42 South, Range 43 East, in the Intracoastal Waterway,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated December 21, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from March 9, 2010, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for an existing subaqueous water discharge pipeline. All of the foregoing subject to the remaining conditions of this easement.
2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.
3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts or omissions of Grantor.
9. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

FLORIDA POWER & LIGHT COMPANY
c/o Director of Corporate Real Estate
700 Universe Blvd.
P.O. Box 14000
Juno Beach, Florida 33408

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

16. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

[Signature]
Original Signature

D.L. McKenzie
Print/Type Name of Witness

[Signature]
Original Signature

Ruthy C. Guffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY:

[Signature] (SEAL)
Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of July, 2010, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVE AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

[Signature]
Notary Public, State of Florida

Printed, typed or Stamped Name
D. L. McKenzie
My Commission Expires Commission # DD 876897
Expires May 16, 2013
Bonded Thru Troy Fuls Insurance 800-386-7019
Commission/Serial No. _____

WITNESSES:

[Signature]
Original Signature

Michelle M. Kahmann

Typed/Printed Name of Witness

[Signature]
Original Signature

Winston Chase
Typed/Printed Name of Witness

STATE OF FL

COUNTY OF Panama Beach

The foregoing instrument was acknowledged before me this 20th day of July, 2010, by
Dina L. Guenther as Director Corporate Real Estate of Florida Power & Light Company, a Florida corporation for and on behalf
of the corporation. She is personally known to me or who has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public, State of Florida
Michelle M Kahmann
My Commission DD693940
Expires 09/18/2011

Notary Public, State of FL

Michelle M. Kahmann

Printed, Typed or Stamped Name

Florida Power & Light Company
a Florida corporation (SEAL)

BY:

[Signature]
Original Signature of Executing Authority

Dina L. Guenther

Typed/Printed Name of Executing Authority

Director Corporate Real Estate

Title of Executing Authority

"GRANTEE"

Section: 33

Township: 42 South

Range: 43 East



Facility Address: Adjacent to Riviera Beach Energy Center



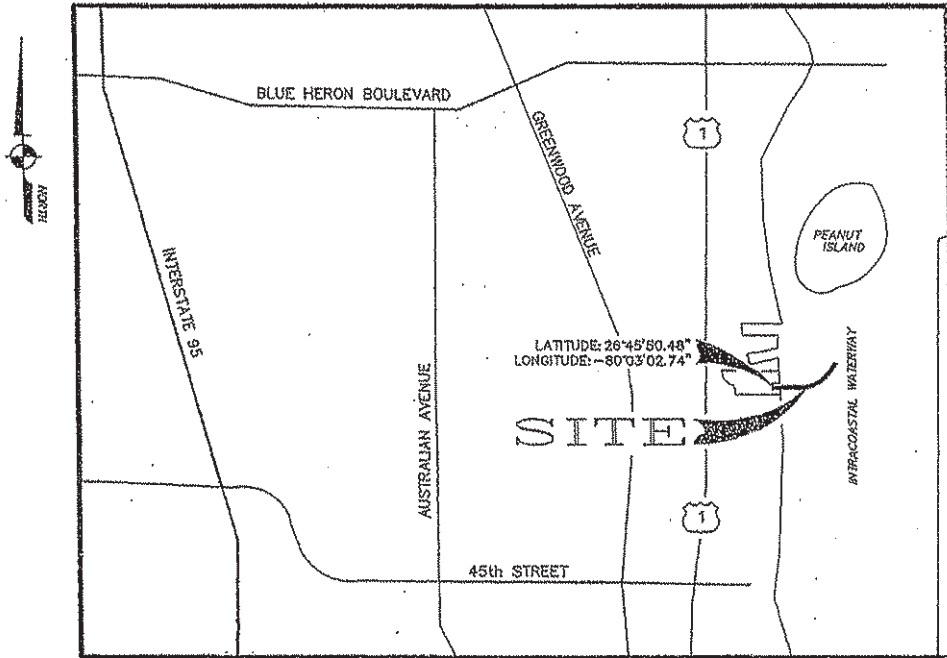
EXHIBIT "A"
SUBMERGED LAND EASEMENT
RIVIERA POWER PLANT
DISCHARGE PIPES

RECEIVED

JAN 11 2010

DEPT of ENV PROTECTION
WEST PALM BEACH

SECTION 33, TOWNSHIP 42 S., RANGE 43 E. PALM BEACH COUNTY, FLORIDA



LOCATION SKETCH
 (NOT TO SCALE)

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

60 S.W. 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
 www.AVIROM-SURVEY.com

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JOB NO.	8461-5
SCALE	1" = 100'
DATE	12/21/09
BY	A.M.R.
CKD.	M.D.A.
F.B.	PG.
SHEET	1 OF 3

EXHIBIT "A" **SUBMERGED LAND EASEMENT** **RIVIERA POWER PLANT** **DISCHARGE PIPES**

LAND DESCRIPTION:

A portion of submerged lands lying within the Intracoastal Waterway, in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

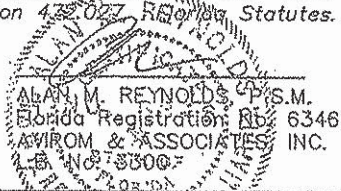
COMMENCING at the Northeast corner of Lot 1, of KNOWLES COURT ADDITION according to the plat thereof, as recorded in Plat Book 9, Page 82 of the Public Records of Palm Beach County, Florida; thence S 88°49'47" E, 645.29 feet to the Mean High Water Line of the Intracoastal Waterway and the Easterly wet-face of an existing concrete sea wall; thence N 01°06'49" E, along said Mean High Water Line and the Easterly wet-face of an existing concrete sea wall 111.88 feet; thence N 27°46'13" E, along said Mean High Water Line and the Easterly wet-face of an existing concrete sea wall 53.60 feet to the POINT OF BEGINNING of a Submerged Land Easement, having a Northing of 884446.308 and Easting of 966056.201; (the next 14 courses being along said Mean High Water Line and the wet-face of an existing concrete sea wall) (L1A) thence continue N 27°46'13" E, 2.93 feet; (L1B) thence N 01°21'03" E, 21.25 feet; (L2) thence N 88°28'04" W, 41.17 feet; (L3) N 89°16'13" W, 24.59 feet; (L4) thence S 89°49'52" W, 26.47 feet; (L5) thence N 87°45'13" W, 48.51 feet; (L6) thence N 00°35'29" W, 14.36 feet; (L7) thence N 89°12'30" W, 16.15 feet; (L8) thence N 00°01'45" E, 23.34 feet; (L9) thence S 88°49'19" E, 16.27 feet; (L10) thence N 02°39'38" E, 3.58 feet; (L11) thence N 00°37'18" E, 32.22 feet; (L17) thence N 00°00'38" E, 1.97 feet; thence along a line being 50 feet northwesterly of and parallel with the centerline of an existing sub-aqueous pipeline for the following 4 courses; S 88°49'47" E, 164.20 feet; thence N 83°26'33" E, 1127.08 feet to a point of curvature of a tangent curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 724.80 feet and a central angle of 67°57'12", a distance of 859.62 feet; thence N 15°29'22" E, 146.12 feet; thence S 74°30'38" E, 100.00 feet; thence along a line being 50 feet Southeasterly of and parallel with the centerline of an existing sub-aqueous pipeline for the following 4 courses; thence S 15°29'22" W, 146.12 feet to a point of curvature of a tangent curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 824.80 feet and a central angle of 67°57'12", a distance of 978.22 feet; thence S 83°26'33" W, 1133.84 feet; thence N 88°49'47" W, 20.85 feet to the POINT OF BEGINNING.

The above described easement is situate in Palm Beach County, Florida and containing 232,982 square feet, 5.349 acres, of submerged land, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 422.027, Florida Statutes.

Date: 12/21/09



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			SCALE	1" = 100'
			DATE	12/21/09
			BY	A.M.R.
			CKD.	M.D.A.
			F.B.	PG.
			SHEET	2 OF 8

EXHIBIT "A"

SUBMERGED LAND EASEMENT RIVIERA POWER PLANT DISCHARGE PIPES

SURVEYOR'S REPORT:

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. The land description shown hereon was prepared by the Surveyor.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. The undersigned surveyor has no knowledge as to whether any of the hereon property is filled formerly submerged lands.
5. This is not a Mean High Water Line Survey.
6. Bearings and Coordinates shown hereon are referenced to Grid North, based on the 1990 adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Traverse Mercator Projection), East Zone, with the south line of Section 33 having a bearing of N 88°49'47" W.
7. Elevations shown hereon are based on the North American Vertical Datum of 1988.
8. Benchmark Description: National Geodetic Survey Bench Mark R 402 (PID AD8029) Elevation = 17.96 feet (NAVD 88) and P 232 Reset (PID AD5785), Elevation = 13.29 (NAVD 88).
9. Mean High Water Line information was compiled from published datum provided by the Land Boundary Information System web site (www.labins.org). Mean High Water is based upon extending published datum from Mean High Water data point #36, Palm Beach County, Quad name Riviera Beach. Mean High Water Line = 0.16' (N.A.V.D. 88); Range = 2.61'; Mean Low Water Line = -2.45.
10. Abbreviation Legend: R.B.C. = Palm Beach County; P.B. = Plat Book; PG. = Page; O.R.B. = Official Records Book; P.B.C.R. = Palm Beach County Records; A/C = Air Conditioning; CONC. = Concrete; L = Length; W = With; Δ = Delta Angle; M.H.W.L. = Mean High Water Line; PRM = Permanent Reference Monument; R = Radius; F.P.L. = Florida Power & Light Company; G.P.S. = Global Positioning System; L.B. = Licensed Business; N.G.V.D. = National Geodetic Vertical Datum; P.S.M. = Professional Surveyor and Mapper; N.A.V.D. = North American Vertical Datum.
11. Data shown hereon are based on a Real-Time Kinematic (RTK) G.P.S. survey which is certified to 2 Centimeter local accuracy, relative to the nearest National Geodetic Survey (NGS) Geodetic Station as surveyed in the field on June 24, 2008.
Station Observed: "R 402" (PID - AD8029) Palm Beach County.

Equipment

GPS Receiver: Trimble R8 5800 RTK

Software: Trimble Geomatics Office, Version Number 1.63

Method: Wide Area Continuously Operating GPS Station Network.

12. Location of Sub-Aqueous pipeline was recreated from plans provided by Florida Power & Light and created by Ebasco Services Incorporated New York. Plan number "904-G-164033", with a last revision date of 8/22/62. The pipeline was not physically located by Avirom & Associates.

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		SCALE 1" = 100'
		DATE 12/21/09
		BY A.M.R.
		CK'D. M.D.A.
		F.B. - PG. -
		SHEET 3 OF 8

EXHIBIT "A" **SUBMERGED LAND EASEMENT** **RIVIERA POWER PLANT** **DISCHARGE PIPES**

STATE PLANE COORDINATES

LETTER	NORTHING	EASTING	DESCRIPTION
A	884300.201	965383.901	P.O.C.
B	884446.308	966056.201	P.O.B.
C	884549.353	965908.180	M.H.W.L.
D	884585.456	966415.583	ESMT @ I.C.W.W.
E	885315.317	967943.145	EASEMENT
F	884485.629	966422.817	ESMT @ I.C.W.W.

(SEE NOTE # 6 & # 11 ON SHEET 3 OF 8)

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N86°21'42"W	9.71'
L1A	N27°46'13"E	2.93'
L1B	N01°21'03"E	21.25'
L2	N88°28'04"W	41.17'
L3	N89°16'13"W	24.59'
L4	S89°49'52"W	26.47'
L5	N87°45'13"W	48.51'
L6	N00°35'29"W	14.36'
L7	N89°12'30"W	16.15'
L8	N00°01'45"E	23.34'
L9	S88°49'19"E	16.27'
L10	N02°39'38"E	3.58'
L11	N00°37'18"E	32.22'
L12	N00°00'38"E	22.98'
L13	N45°42'11"E	7.30'
L14	S88°50'59"E	51.60'
L15	S89°09'59"E	44.57'
L16	S88°46'05"E	39.17'
L17	N00°00'38"E	1.97'
L18	N88°49'47"W	20.85'

NOT A FIELD SURVEY

MEAN HIGH WATER = 0.16' (N.A.V.D.88)
 RANGE = 2.61'
 MEAN LOW WATER = -2.45' (N.A.V.D.88)
 (SEE NOTES 7, 8 & 9 ON SHEET 3 OF 8)

NOTE:

THE APPROXIMATE MEAN HIGH WATER LINE
 IS NOT INTENDED TO BE THE LEGAL BOUNDARY
 BETWEEN PRIVATE AND STATE OWNERSHIP.

REVISIONS



AVIROM & ASSOCIATES, INC. **SURVEYING & MAPPING**

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DATE	12/21/09
BY	A.M.R.
CK'D.	M.D.A.
F.B.	PG.
SHEET	4 OF 8

EXHIBIT "A" **SUBMERGED LAND EASEMENT** **RIVIERA POWER PLANT** **DISCHARGE PIPES**

SECTION 33, TOWNSHIP 42 S., RANGE 43 E. PALM BEACH COUNTY, FLORIDA

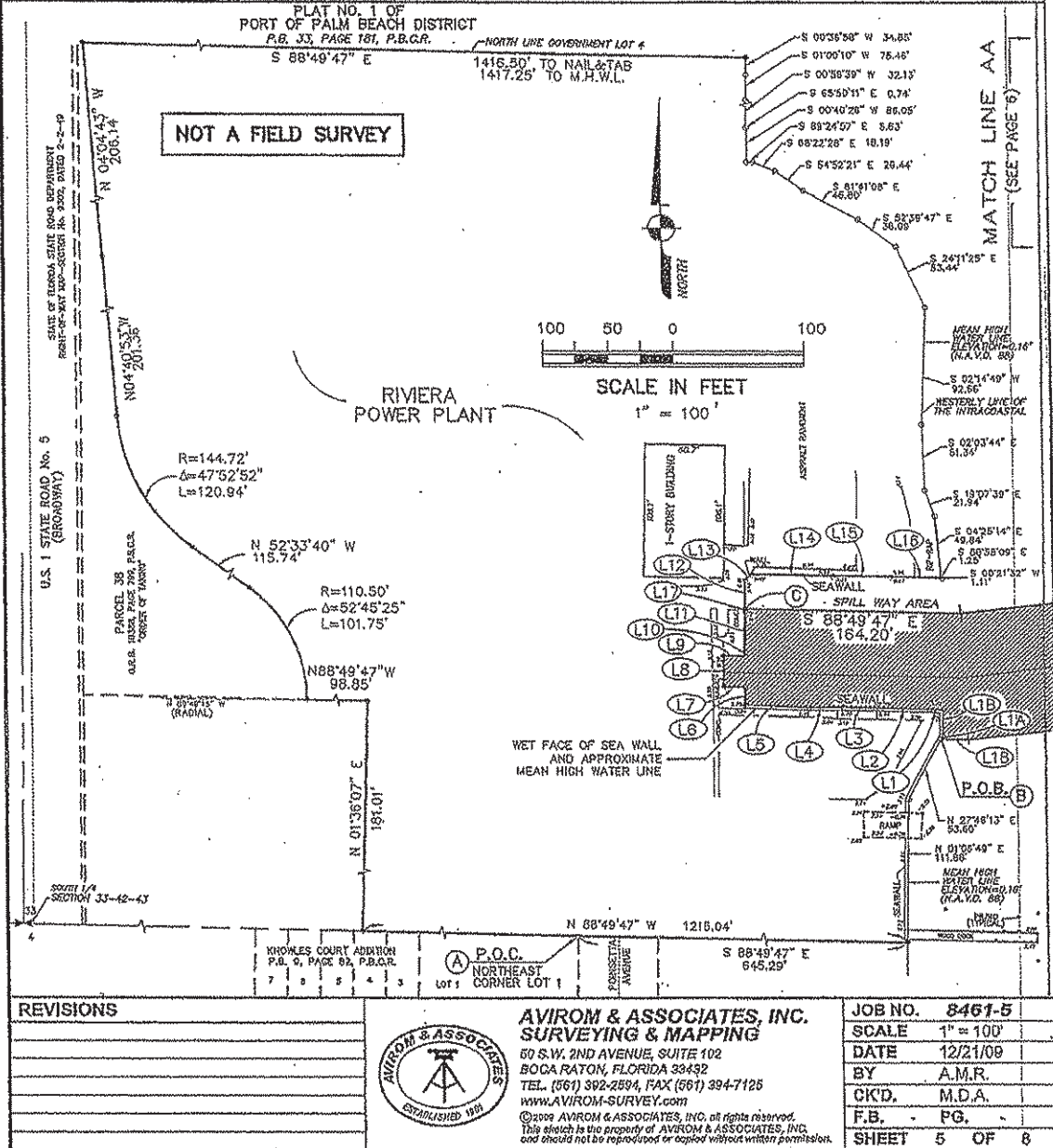
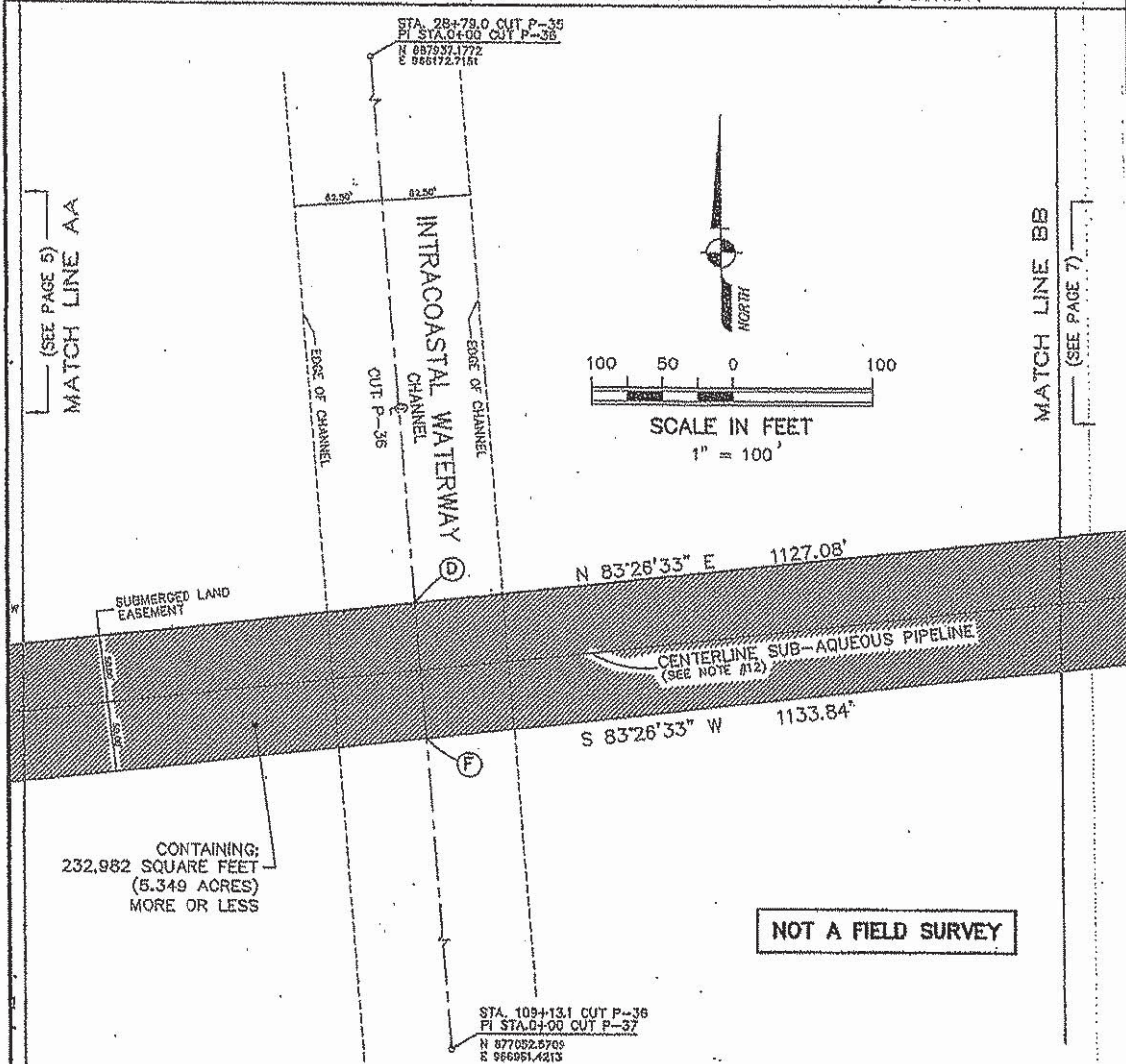


EXHIBIT "A" **SUBMERGED LAND EASEMENT** **RIVIERA POWER PLANT** **DISCHARGE PIPES**

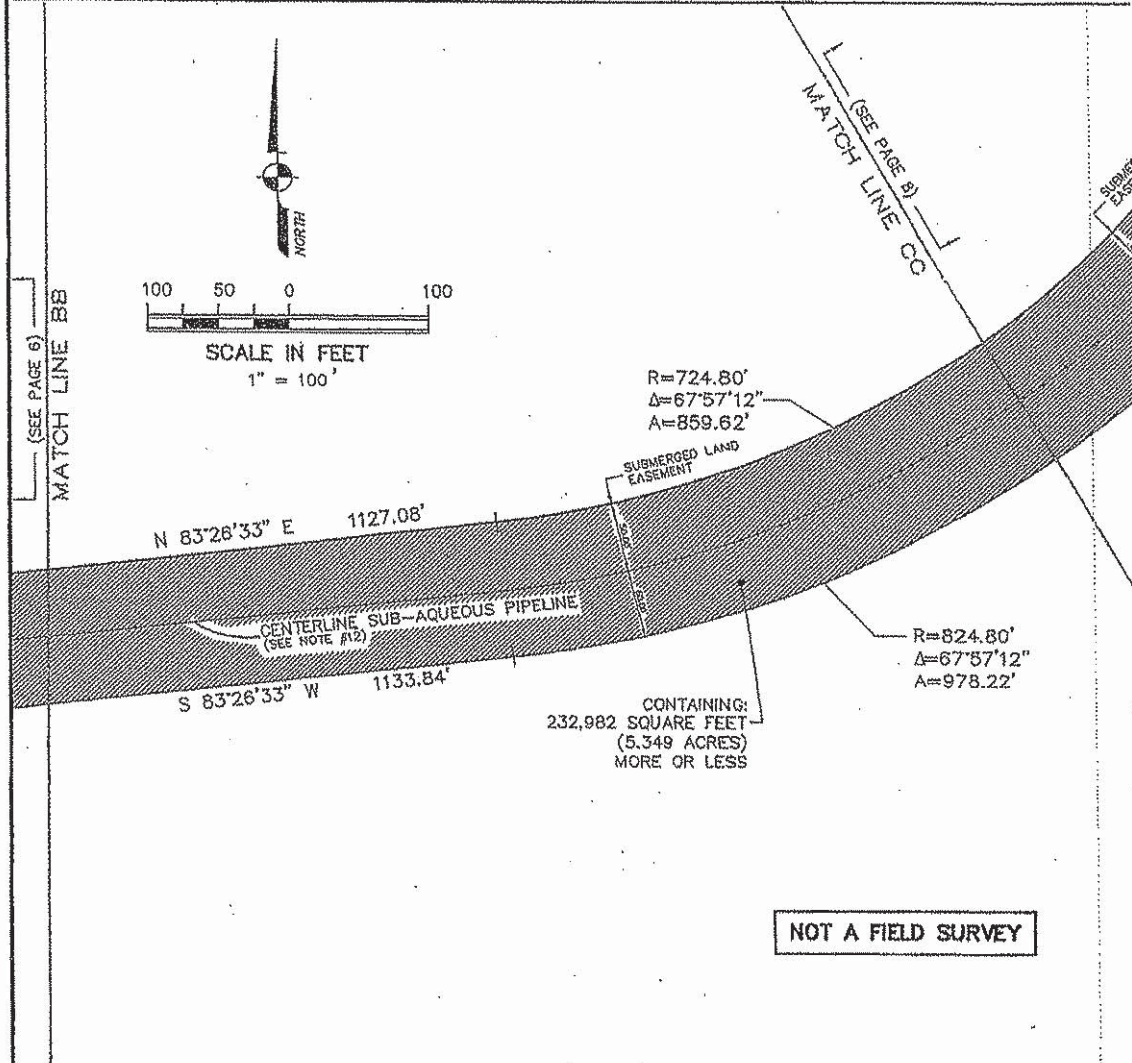
SECTION 33, TOWNSHIP 42 S., RANGE 43 E. PALM BEACH COUNTY, FLORIDA



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			DATE 12/21/09
			BY A.M.R.
			CK'D. M.D.A.
			F.B. PG.
			SHEET 8 OF 8

EXHIBIT "A" SUBMERGED LAND EASEMENT RIVIERA POWER PLANT DISCHARGE PIPES

SECTION 33, TOWNSHIP 42 S., RANGE 43 E. PALM BEACH COUNTY, FLORIDA

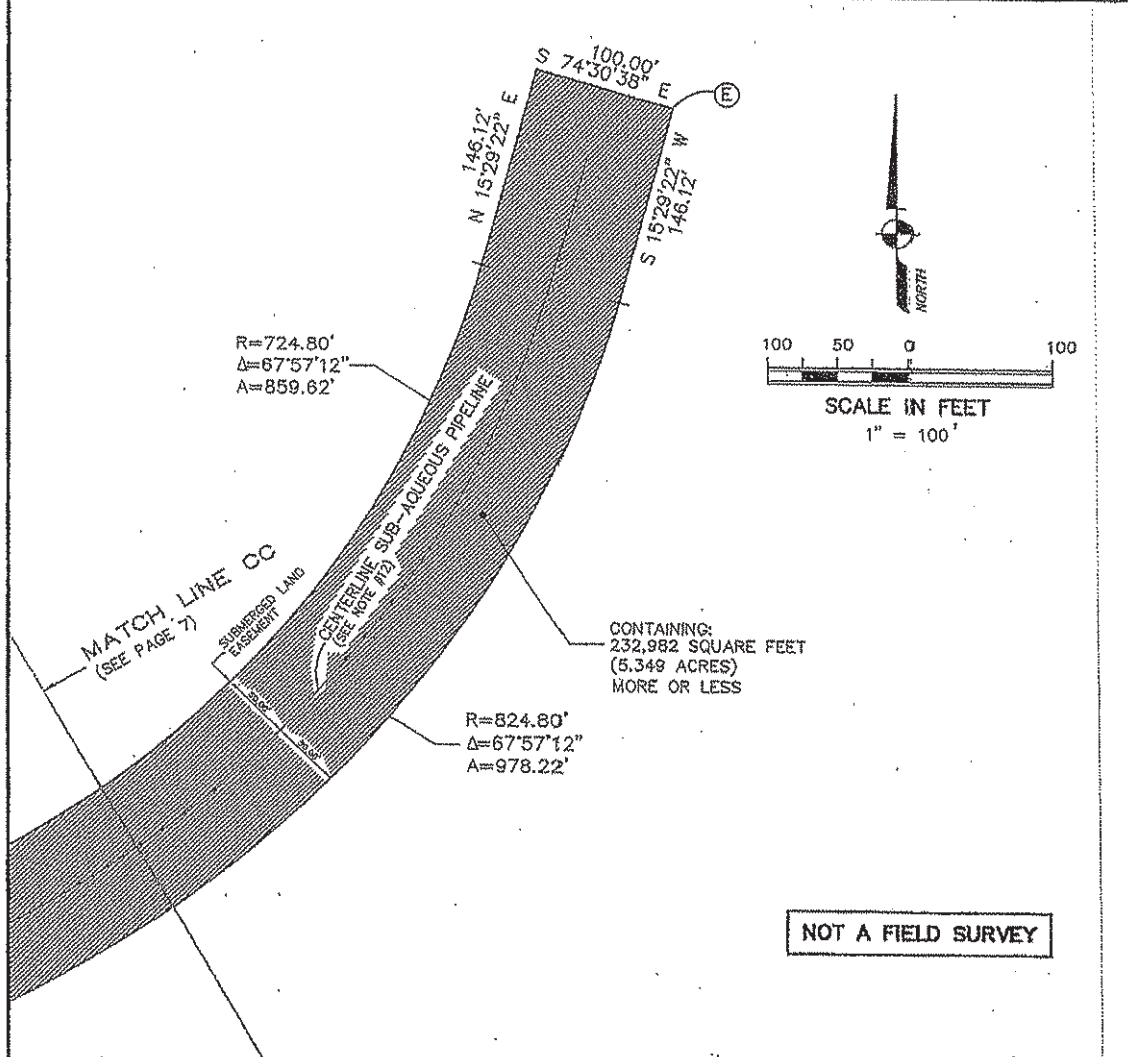


NOT A FIELD SURVEY

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		SCALE	1" = 100'
		DATE	12/21/09
		BY	A.M.R.
		CK'D.	M.D.A.
		F.B.	- PG. -
		SHEET	7 OF 8

EXHIBIT "A" SUBMERGED LAND EASEMENT RIVIERA POWER PLANT DISCHARGE PIPES

SECTION 33, TOWNSHIP 42 S., RANGE 43 E. PALM BEACH COUNTY, FLORIDA



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DATE	12/21/09
BY	A.M.R.
CKD.	M.D.A.
F.B.	PG.
SHEET	8 OF 8

ATTACHMENTS

ATTACHMENT F: Plant Thermal Discharge

LEGEND

Enclosed Temperature (degree F)

58

60

62

64

66

68

70

Discharge

Intake

Point of Discharge - Offshore

NOTES

REFERENCE

1. Imagery: National Image Mission, WMS Service.
<http://nms.usgs.gov/gis/nimms.asp>

0 150 300 450 600 750 900 Feet

SCALE

PROJECT	FPL
RIVERA POWER PLANT	
TITLE	Predicted Surface Isotherms for the Manatee Thermal Refuge
PROJECT No. 10-14-10	Rev. No.
10-14-10	00
10-14-10	01
10-14-10	02
10-14-10	03
10-14-10	04
10-14-10	05
10-14-10	06
10-14-10	07
10-14-10	08
10-14-10	09
10-14-10	10
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10-14-10	100

FIGURE 10.9-13



MAP 2



ATTACHMENTS

ATTACHMENT G: Port of Palm Beach Easement (Underground Water Intake)

INTAKE CULVERT EASEMENT

5-22-41
KNOW ALL MEN BY THESE PRESENTS:

THAT PORT OF PALM BEACH DISTRICT, a public corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the District), acting through its Board of Commissioners, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to it in hand paid by Florida Power & Light Company, a Florida corporation (hereinafter called the Company), whose post office address is P. O. Box 3100, Miami, Florida, receipt of which is hereby acknowledged, does hereby give and grant unto the Company, its successors and assigns, the right and privilege to construct, install, operate, replace, repair and maintain an Intake Structure in, under and across the property of the District outlined in red on the print hereto attached, made a part hereof and marked Exhibit A (which property is hereinafter referred to as the premises) and at the locations shown on said Exhibit A. The term "Intake Structure" shall include for the purposes of this grant additions to or enlargements of the original installation within the said premises, it being agreed that all such additions and enlargements shall be subject to the terms and conditions of this grant.

Construction and installation of the Intake Structure and all appurtenances thereto shall be in accordance with plans and specifications approved by a duly authorized representative of the District, which approval will be evidenced by such representative of the District and a representative of the Company initialing and dating two copies of print showing such plans and specifications and the details of construction and copy of approved print filed with both the District and the Company. All cost and expense of construction, additions, enlargement, repair, replacement, operation and maintenance shall be borne by the Company and under no circumstances shall such cost and expense or any part thereof be borne by the District or be chargeable to the District. The Intake Structure and all appurtenances thereto shall be constructed, replaced, added to, enlarged, repaired, operated and maintained in accordance with established construction and engineering practices and standards with respect to the construction, replacement, repair, adding to, enlargement, operation and maintenance of such an Intake

Structure. The Company will make or suffer to be made no waste, unlawful, improper or offensive use of the premises. The Company will so conduct its work and operations on the premises during periods of construction or maintenance so as not to unreasonably interfere with the business or operations of the District or any of the other users of the property owned by the District. The District shall not permit any marine vessels to utilize the slip area in front of the Company's intake in such a manner as to deposit sand, gravel, cement or other similar material on the slip bottom where it may block the free flow of water into the intake. The Company will, at its own cost and expense, assume all liability for the acts of its agents, employees and representatives while such agents, employees and representatives are engaged in the performance of or carrying on of the Company's aforesaid granted rights and privileges, or any of them. The Company will save the District harmless from all loss, damage or liability caused by a misuse of the premises covered by this grant, and by any nuisance made or suffered on such premises, and from injury, loss or damage to any person or property in or on said premises or anywhere in connection with the use and occupation of the Intake Structure and premises covered hereunder, or arising from any failure of the Company to complete or perform any or all of the Company's covenants herein contained.

The Company, by the acceptance of this instrument and the exercise of the rights and privileges herein granted, agrees for itself and its successors and assigns, with District, its successors and assigns, as follows:

1. The Intake Structure, or any other structure constructed under this grant, shall be limited to an elevation of plus 4.5 feet mean low water with the result that the top of the Intake Structure or any other structure shall be approximately 4 feet below ground surface.
2. Any work done hereunder and any additions to or enlargements of the original installed Intake Structure shall be limited to those shown on the aforesaid approved and filed plans and specifications.
3. Representatives of the District shall have the continuing right and privilege to inspect at any time and from time to time any

work performed under this grant in order to ascertain if the work is being carried out in conformity with the aforesaid approved and filed plans and specifications. Any work found by the representatives of the District not to be in such conformity shall be made so forthwith by the Company at its sole cost and expense and at no cost and expense to the District.

4. The Company shall complete the original installation not later than June 1, 1962. Additions to and enlargements of the original installation shall be completed not later than the date specified in a work schedule or schedules to be filed with the District prior to the commencement of any work on such additions and enlargements.

5. The District and its users shall at all times during the period any construction work is carried on hereunder have ingress and egress over a strip of land within the aforesaid property at least forty (40) feet in width so as to allow the Port and its users to have access at all times to the south side of the slip shown on Exhibit A for vehicular and rail traffic.

6. The roof of the Intake Structure and any additions to and enlargements of the original installation shall be so constructed and maintained at all times during the period of this grant so that the same will be of sufficient thickness and of suitable and recognized reinforcement as to permit fully loaded railroad cars and other vehicles to pass over the structures similar to railroad crossings and bridges.

7. The Company shall have no right, title or interest hereunder in and to the surface of the property of the District shown on Exhibit A or any other property of the District except the right and privilege to use the surface of the property in constructing, operating and maintaining its original installation and any additions to or enlargements of the original installation.

8. The Company shall restore the property and all improvements located thereon, including the sea walls, in as equally good condition as existed at the time of the commencement of work by the Company; to dredge or cause to be dredged at its cost and expense and at no cost

and expense to the District, a channel in the slip to the intake structure entrance to a depth of 27 feet mean low water as shown on the aforesaid approved and filed plans and specifications; to reconstruct at its cost and expense and at no cost and expense to the District the west wall of Slip No. 2 as shown on the aforesaid approved and filed plans and specifications; to restore at its cost and expense and at no cost and expense to the District any paving and railroad tracks in the event it is necessary for the Company in operating and maintaining the original installation and any additions to or enlargements thereof to disturb or interfere with such paving or railroad tracks; and to maintain during the term of this grant at its cost and expense and at no cost and expense to the District the sea wall structure shown on the aforesaid approved and filed plans and specifications in as equally good condition as it existed prior to the commencement of work hereunder by the Company, ordinary wear and tear, damage by persons or corporations other than the Company, its successors and assigns, and damage resulting from acts of God or cause or causes beyond the control of the Company, being expressly excepted from the obligations of the Company in this particular covenant.

9. The District or its users may use the surface and subsurface of the property covered by this grant and shown on Exhibit A except as so granted to the Company or except as might interfere with the Company's right and privileges and the Company's use, occupation or enjoyment thereof and, in this connection, the District may construct, ~~construct and~~ maintain railroad tracks, roads, pipelines and other equipment ~~on, under~~ or across such surface which do not so interfere. ~~However,~~ no construction of any kind shall be made by the District which shall extend over, across or below the manholes shown on aforesaid approved and filed plans and specifications or which shall prevent or impair access through such manholes.

10. Notwithstanding any other provision of this grant, the Company will notify the District in writing at least five (5) days prior to performing any construction or major maintenance requiring

work on the surface of the property shown on Exhibit A under this grant; however, in the event of an emergency, such five (5) days period shall not apply and such work may be carried on at any time after written notice to the District of the emergency is actually delivered in person to the District's manager or other District operating executive and that any such notice (emergency or otherwise) shall state the time of commencement and the nature of the work to be performed, provided, however, an entry or entries may be made into the manhole at any time or from time to time without any emergency or other notice being given by the Company to the District and provided, further, that the work schedule or work schedules provided for in 4 and showing a time for commencing work five (5) days after filing with the District shall constitute the written notice provided for above in this paragraph.

11. The Company at its cost and expense and at no cost and expense to the District shall, as soon as practical after the completion of any work under this grant, restore the surface of the property shown on Exhibit A to the condition it existed prior to the commencement of the work, and in this connection the Company, at its cost and expense and at no cost and expense to the District, shall at all times during the progress of the work and also after the completion of the work, keep the work area free of debris and objectionable material.

12. Any debris or material collected in the settlement pit of the Company's structures and removed therefrom by the Company shall be expeditiously and so removed at the Company's cost and expense and at no cost and expense to the District away from the property of the District.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names by their duly authorized officers on the 22nd day of May, 1961.

Attest: Gleason N. Stambough
Secretary

Signed, sealed and delivered
in the presence of:

E. L. Elliott, Jr.
As to District

PORT OF PALM BEACH DISTRICT, by
its duly elected, qualified and
acting Board of Commissioners

Bill B. Durns
Chairman, Commissioner

Markham Longhew
Commissioner
Gleason N. Stambough
Commissioner

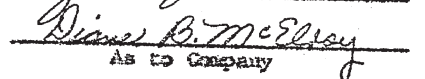
FLORIDA POWER & LIGHT COMPANY

Attest:

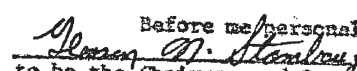
 Secretary

By 
 Vice President

Signed, sealed and delivered
 in the presence of:



 As to Company

STATE OF FLORIDA)
 COUNTY OF PALM BEACH) ss:

Before me personally appeared  and , to me well known and known to me to be the Chairman and Secretary, respectively, of PORT OF PALM BEACH DISTRICT, a public corporation of the State of Florida, and who did acknowledge before me that the foregoing instrument is the free act and deed of said District by them respectively executed as such officers for the purposes therein expressed and that the seal thereunto attached is its corporate seal by them in like capacity affixed.

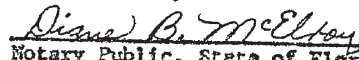
WITNESS my hand and official seal at West Palm Beach, County of Palm Beach and State of Florida, this 22nd day of May, 1961.


 Notary Public, State of Florida at Large
 My commission expires Nov. 3, 1961
 Bonded by American Surety Co. of N.Y.

STATE OF FLORIDA)
 COUNTY OF DADE) ss:

Before me personally appeared George Kinsman and W. F. Blylock, to me well known and known to me to be the Vice President and Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, and who did acknowledge before me that the foregoing instrument is the free act and deed of said Company by them respectively executed as such officers for the purposes therein expressed and that the seal thereunto attached is its corporate seal by them in like capacity affixed.

WITNESS my hand and official seal at Miami, County of Dade and State of Florida, this 9 day of May, 1961.


 Notary Public, State of Florida at Large
 My commission expires: Notary Public, State of Florida at Large
 My Commission Expires Aug. 27, 1963
 Bonded by American Fire & Casualty Co.

DRAWN BY	KCJ
TRACED "	
CHECKED "	<i>[Signature]</i>
CORRECT	<i>[Signature]</i>

NO.	DATE	REVISION	BY	CH.	CORR.	APP.
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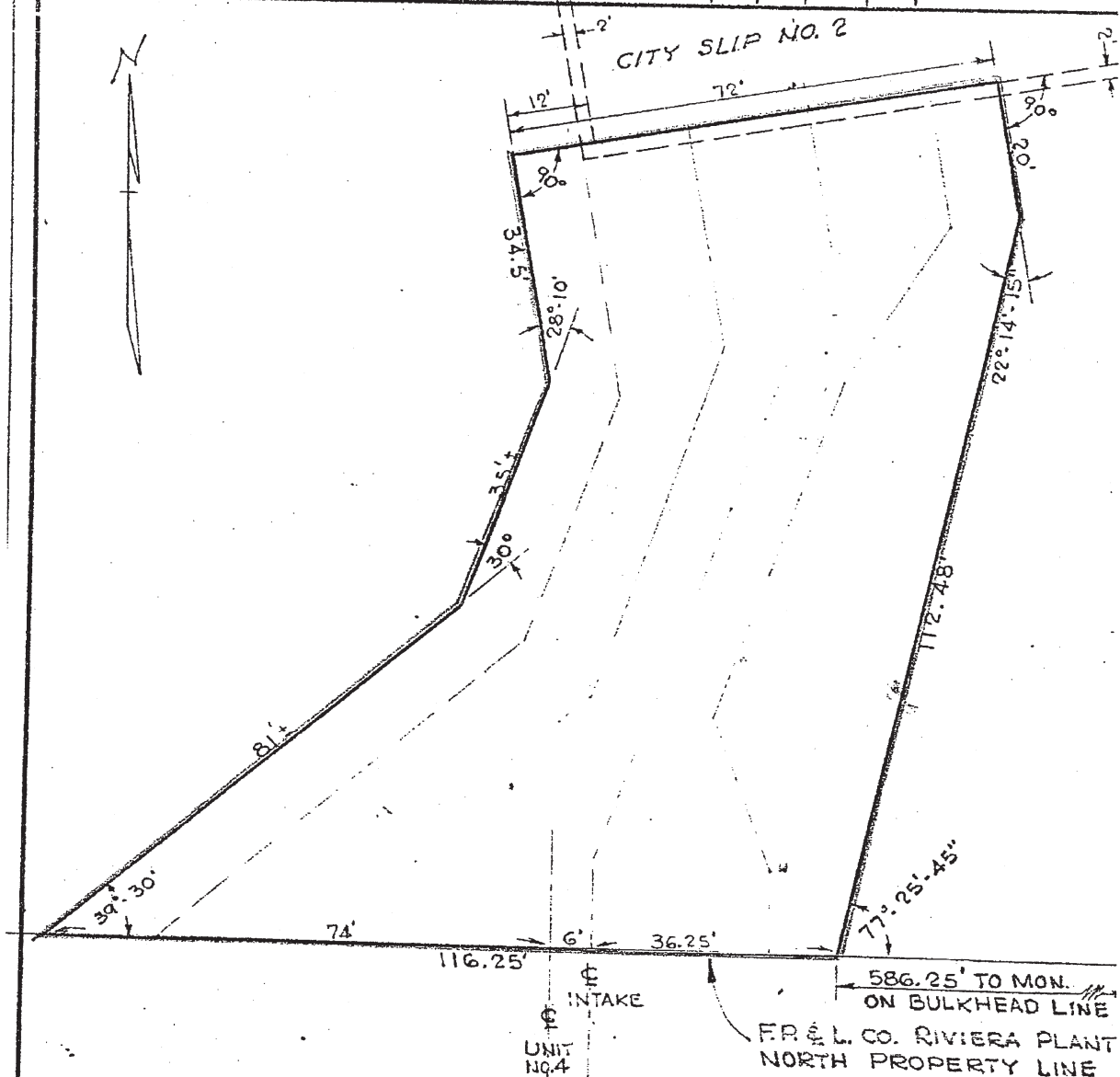


Exhibit A

RIVIERA PLANT

INTAKE STRUCTURE EASEMENT ACROSS:
PORT OF PALM BEACH PROPERTY AT
SLIP NO. 2. RIVIERA BEACH, FLA.

FLORIDA POWER & LIGHT COMPANY

DATE: JUNE 13, 1960 SCALE: $1" = 20'$

APPROVED:

[Signature]
CHIEF ENGINEER

L-28106

C E R T I F I C A T E

I, GLEASON N. STAMBAUGH, hereby certify that I am the Secretary of the Port of Palm Beach District, and as such, custodian of its records; that the foregoing is a true copy of an Agreement wherein the Port of Palm Beach District grants unto the Florida Power & Light Company certain rights and privileges as stated therein to become effective the 22nd day of May, 1961.

Gleason N. Stambaugh
Secretary

SEAL

ATTACHMENTS

ATTACHMENT H: Port of Palm Beach Easement (Underground Pipeline)

OIL PIPELINE EASEMENT

EASEMENT AND FACILITIES AGREEMENT

THIS AGREEMENT, made effective as of the 12th day of December, 1978, by and between THE PORT OF PALM BEACH DISTRICT, a quasi public corporation under the laws of the State of Florida, herein referred to as "Port" and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "FPL".

W I T N E S S E T H :

WHEREAS, on or about January 17, 1976, pursuant to an agreement between the Port and FPL dated September 5, 1972, the Port sold and conveyed to FPL certain lands in Section 31, Township 42 South, Range 43 East, Palm Beach County, Florida, for the agreed purpose of constructing storage tanks for oil or other petroleum products; and

WHEREAS, such conveyance was made by the Port, in part, to encourage the use of waterborne transportation at the Port and is, on the part of FPL, subject to certain guarantees, in the above mentioned agreement and conveyance, of additional revenue to the Port from wharfage, dockage and other applicable tariff charges relative to oil or petroleum products being thus imported through the Port and to be stored in the storage facilities to be erected on the aforesaid real property; and

WHEREAS, in order to accomplish the performance of the purposes and obligations of the above mentioned September 5, 1972 Agreement, it is necessary that certain easements be granted and facilities be constructed, operated and maintained; and

WHEREAS, on or about August 20, 1954 and May 14, 1964, in two separate agreements, the Port granted to FPL the right to install and maintain 12-inch pipelines with supports and appurtenances and other necessary facilities for the purpose of delivering fuel oil from marine oil tankers to storage tanks of FPL located on FPL property adjacent to and south of the Port property; and

WHEREAS, the Port and FPL desire to cancel and void the above specified August 20, 1954 and May 14, 1964 Agreements in connection with the 12 inch pipelines and modify the guarantee of the September 5, 1972 Agreement and incorporate them into this Agreement, provided, however, that the aforesaid Agreements shall remain in full force and effect until such time as construction has been completed and the new facilities are placed in service.

NOW, THEREFORE, for and in consideration of the premises set forth above, the performance of the mutual covenants and promises herein contained and the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to each party in hand paid by the other, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

(1) GRANT OF EASEMENT, PIPELINES.

The Port hereby grants and conveys unto FPL an easement for the installation, maintenance, repair, improvement and operation of underground oil transfer pipelines extending from both the north and south sides of the Port's slip known as "Slip No. 2" and extending westerly and into FPL's property known as "The Riviera Plant". Such easement shall be located as more particularly depicted on Exhibit "A" attached hereto and delineated in red. The rights of FPL in the above described easement are exclusive insofar as they relate to the use of the easement for the operation of underground oil transfer pipelines, and are non-exclusive insofar as the rights of the Port and/or its tenants or utility suppliers are concerned for the crossing or other use of the property described in the easement; provided however, any such use either now existing or contemplated in the future shall not unreasonably interfere with the rights granted to FPL hereunder.

Such easement shall include the rights to install, operate, maintain, repair and improve within such easement, in addition to the pipelines, all necessary appurtenances thereto, including, without limitation, reducers, expansion joints, valve pits, pumps, thrust blocks and all other appurtenant equipment useful and necessary to the installation, maintenance and operation of such pipelines. All such

pipelines within the easement shall be buried at an approved depth below the surface surrounding the easement, including subsurface manifolds, valves or other such appurtenant equipment requiring access for operation or maintenance. The easement shall be three (3) feet in width on either side of the center line of the easement described in Exhibit "A". In addition to the installation, operation and maintenance of such pipelines within the easement area, PPL shall have the right, reasonably exercised, to use the adjacent lands of the Port for the initial installation and as may be necessary from time to time, for the maintenance, operation, improvement and repair of such facilities.

(2) GRANT OF EASEMENT, VALVE PITS.

The Port further grants and conveys to PPL an easement to install, operate and maintain valve pits and unloading arm pits at the locations indicated on Exhibit "A". Such areas may be used for the installation, operation, maintenance and improvement of valves, unloading arms and related equipment used and useful for the purpose of loading and unloading marine oil tankers into the aforesaid underground oil transfer pipelines. Any mechanical arms installed in the unloading arm pit on the south side of Slip No. 2, shall be of a collapsible, retractable or a removable nature so that when the same is not in use, it will be stored at a level below the surrounding loading area or dock level on the south side of Slip No. 2. The mechanical arms to be installed on the north side of Slip No. 2 may be a fixed unloading arm and boom.

In addition to the installation, operation and maintenance of such valves, unloading arms and related equipment within the easement area, PPL shall have the right, reasonably exercised, to use on a non exclusive basis the adjacent lands of the Port, not leased to other tenants, for the initial installation, and as may be necessary from time to time, for the maintenance, operation and improvement of such facilities, such use to be coordinated with the Port.

(3) CONSTRUCTION OF FACILITIES.

All such pipelines, unloading facilities and appurtenances shall be furnished, installed, constructed and maintained at PPL's sole cost and expense. PPL shall maintain such pipelines, unloading and

transfer facilities and appurtenances in a good and safe condition of repair, and protect the same from damage, destruction or deterioration.

(4) APPROVAL OF FACILITIES.

Prior to the installation of such pipelines, unloading and transfer facilities, and appurtenant equipment, FPL's plans and specifications therefor shall be submitted to the Port's Designated engineer who shall have the authority to approve or disapprove the same from the standpoint of safety and compatibility with Port operations. Port's designated engineer shall have thirty (30) days from submission of such plans and specifications to approve or disapprove the same in writing. Absent such written action within such time period, the plans and specifications shall be deemed approved. In any case, approval shall not be unreasonably withheld.

(5) BERTH ASSIGNMENT.

The ship berth on the south side of Slip No. 2 is hereby designated by the Port as the principal berth for unloading and as the transfer site for marine vessels servicing and supplying FPL.

The ship berth on the north side of Slip No. 2 is hereby designated by the Port as an additional or secondary berthing for marine vessels servicing and supplying FPL. Such principal and secondary berthing facilities shall be made available by the Port upon seventy-two hours prior notice. Such berthing availability at the Port is not alternative, but supplemental, anticipating the use, on occasion, of both berthing facilities at the same time by marine vessels servicing and supplying FPL. Reasonable effort will be made by FPL to use the north berth of slip 2 as often as possible.

Dockage and wharfage fees assessed against FPL, its contractors or its marine carriers for the delivery of petroleum products through the Port facilities shall not be more than the applicable, current, effective, published tariff. Any change in tariff rates shall not become effective until thirty (30) days after written notice to FPL by the Port.

(6) RIGHT OF INGRESS AND EGRESS.

The Port further grants to FPL, its agents, employees, representatives, contractors and assigns the non exclusive right of ingress and egress to pass upon, over and across the property of the Port at all reasonable times as may be necessary and useful for the complete and full

enjoyment of the rights and privileges granted hereunder. FPL shall conduct its operations on the property of the Port so as to not interfere unreasonably with the business or operations of the Port or other users of the Port's property, subject however, at all times to the exercise of the rights herein granted by the Port.

(7) ASSIGNABILITY.

This Agreement shall not be assignable by FPL or the Port without the written consent of the other party, provided, however, such consent shall not be unreasonably withheld as to any proposed assignee with reasonable financial ability, experience and reputation. The nonassignability of this Agreement shall not apply to, nor prevent nor prohibit FPL from employing under its responsibility, an independent contractor or agent to operate all or part of the facilities described under this Agreement. This Agreement shall be assignable by FPL to any wholly owned subsidiary of FPL.

(8) PRODUCT TRANSMISSION.

It is agreed that, while fuel oil is the commodity presently anticipated to be delivered by marine tanker or barge and transmitted through the pipelines, the berthing facilities and pipeline facilities and related appurtenances may also be used for the delivery, transmission and handling of other fuels or commodities of any type or character now known or hereafter discovered and used for fuel in the generation of electricity, save for nuclear products, provided written consent from the Port has been obtained, which consent shall not be unreasonably withheld.

(9) REPAIRS AND CHANGES.

The rights hereinabove granted for the installation, construction and maintenance of the facilities described herein include the right, at FPL's expense, to make changes, alterations, removals, replacements and improvements in the facilities and appurtenances, subject to prior approval of the Port engineer. Such approval shall not be unreasonably withheld by the Port.

(10) NON-INTERFERENCE.

The Port shall not permit any other user of its facilities to conduct any operations which would unreasonably restrict the use.

operation and maintenance of the facilities of FPL herein described.

(11) QUIET ENJOYMENT.

The Port further covenants and agrees that FPL shall and will, upon fully observing and performing the covenants and agreements herein provided to be observed and performed by FPL, quietly and peaceably possess and enjoy the use, rights and privileges contained herein.

(12) PERSONAL PROPERTY OWNERSHIP.

All pipelines, transfer facilities, valve facilities, unloading arms and other equipment and appurtenances thereto shall be the personal property of FPL and title shall remain vested in FPL and FPL shall be liable for personal property taxes and all other taxes imposed thereon.

(13) TERMINATION.

FPL shall have the right to terminate this Agreement by giving the Port at least six (6) months prior written notice of a termination date. Upon such termination, FPL shall have the right to remove, at its expense, within six (6) months following such termination, all of its personal property, fixtures and equipment from the premises, except fixtures of masonry construction. Such removal shall result in the freehold estate of the Port affected thereby being restored to its natural condition as existed upon the date of execution of this Agreement. Such masonry fixtures shall become the property of the Port upon termination of the Agreement, except in the election of Port, any or all of the fixtures, masonry or otherwise, shall be removed within such time period after the termination date by FPL at its expense upon demand of the Port made at termination. All underground pipes may be abandoned in place.

(14) CONDITION OF BERTHS.

The Port agrees to provide and maintain in good state of repair the two (2) berths of Slip No. 2 for use in the receipt of large marine vessels including an adequate tendering system to accommodate such vessels. Port further agrees to notify and demand that the Army Corps of Engineers and U. S. Coast Guard provide and maintain adequate navigational aids, a ship channel and turning basin of adequate depth, and the Port agrees to provide and maintain an adequate water depth at dock side all depths to be at a minimum depth of thirty-three (33) feet at Mean Low Water (MLW).

(13) RELOCATION.

The Port reserves the right to hereafter cause the said pipelines and appurtenances to be relocated when such relocation shall be necessary to provide for the efficient operation of the Port or the needs of other users of the Port, or changing conditions; provided the expense of such relocation shall be paid by the Port and FPL shall be held harmless from any loss or damage resulting from the relocation of the same; and provided the schedule for and location of such relocation of pipelines and appurtenances shall not be in such manner as will unreasonably hinder the pumping, unloading or transfer of petroleum fluids to the storage facilities.

(14) PERFORMANCE BY FPL.

FPL shall pursue with due diligence all requirements hereof; however, neither Port nor FPL shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within their control, including but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies), act of God, war, riot or insurrection, inability to obtain any required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor disputes or difficulties.

(15) GUARANTEE.

During the term of this Agreement FPL agrees to guarantee to transport a minimum of five hundred thousand (500,000) short tons of fuel as allowed under paragraph eight (8) hereof, upon which the Port will derive wharfage, dockage and any other applicable tariff charges relative thereto, commencing with the first full twelve (12) month period immediately following the first day of commercial operation of FPL's Martin Plant. During the period of time in which Martin Plant Unit 1 is in commercial operation and until Martin Plant 2 is placed in commercial operation, FPL will guarantee fifty (50%) percent of the full minimum. If Martin Plant Unit 2 goes into commercial operation during any part of a twelve (12) month period then FPL will guarantee a prorata portion of the full minimum based on the actual months in operation for each unit. The full minimum will then be effective beginning the first full twelve (12) month period in which FPL's Martin Plant Unit 1 and Unit 2 are both in commercial operation. In the event FPL fails to meet the applicable

minimum guarantee during any twelve (12) month period, than within thirty (30) days following the applicable twelve (12) month period, the Port will invoice FPL for the amount of revenue not received applicable to the minimum guarantee. Failure by FPL to make payment within thirty (30) days from receipt of invoice shall allow the Port to cancel this Agreement upon six (6) months written notice to FPL. In the event that FPL disputes the invoice, FPL will immediately notify the Port of such dispute so that the differences may be resolved and payment made as soon as practicable. FPL's obligation, notwithstanding the foregoing, under this guarantee shall abate to the extent its usage of Martin Plant Units 1 and 2 or the pipeline is restricted or becomes unconsequential due to causes beyond FPL's reasonable control, including, but not limited to, (a) any action or failure to act by a governmental authority or court, (b) act of God, fire or explosion, or (c) labor disturbance, strike or work stoppage.

(18) NOTICES.

All written notices pertaining to or affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties at the following addresses: Correspondence to FPL:

Mailed: Florida Power & Light Company
P. O. Box 529100
Miami, Florida 33152

Delivered: Florida Power & Light Company
9250 West Flagler Street
Miami, Florida 33174

Correspondence to Port:

Mailed: Port of Palm Beach District
P. O. Box 9935
Riviera Beach, Florida 33406
Attention: Port Director

Delivered: Port of Palm Beach District
151 Port Road - State Road 710
Riviera Beach, Florida 33404
Attention: Port Director

All correspondence to FPL pursuant to this Agreement shall be mailed or delivered to FPL's Director of Fuels with copy to FPL's Division General Manager - Eastern Division. Either of the parties shall be entitled to specify as its proper address, any other address, upon written notice to the other party.

(19) INSURANCE.

FPL shall self-insure bodily injury liability insurance and property damage insurance and furnish evidence of such insurance to Port. Such self insurance shall be in amounts of not less than Two Hundred Thousand (\$200,000.00) Dollars per person and Five Hundred Thousand (\$500,000.00) Dollars per accident for bodily injury and not less than One Hundred Thousand (\$100,000.00) Dollars in the aggregate for property damage. FPL shall also provide evidence that it is an authorized self-insured in the State of Florida for automobile/vehicle and Workmen's Compensation coverage to the extent that such coverage is required by the State of Florida.

FPL shall indemnify and save Port harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees and litigation expenses, in connection with loss of life, personal injury, and damage to property occurring in connection with the use of any facility of Port and the performance of any service on the property of Port caused in whole or in part by FPL, without regard to fault. This indemnification shall not exceed the sum of Five Hundred Thousand (\$500,000.00) Dollars per occurrence for bodily injuries or death(s) or One Hundred Thousand (\$100,000.00) Dollars property damage per occurrence.

(20) TERM.

This Agreement shall be for an initial term of twenty (20) years, with an option on the part of FPL to renew for an additional fifteen (15) year term upon the same conditions as set forth herein, upon six (6) months prior written notice to the Port, prior to the termination of the first period.

(21) LIABILITY.

Neither FPL nor the Port shall be liable (in contract or in tort including negligence) to each other, or their contractors or suppliers for incidental or consequential damages, including but not limited to, interest or carrying charges on their investment, expenses arising from cost of capital, loss of profits on facilities not utilized, or loss of use of equipment or facilities of either, their contractors or suppliers resulting from either party's performance, non-performance or delay in performance of their obligations under the Agreement or their termination

of this Agreement.

(22) NON WAIVER.

Failure of either party to insist upon strict performance of any of the provisions hereof, or failure or delay in exercising any rights or remedies provided herein or by law, shall not release the other party of any of its obligations under this Agreement and shall not be deemed a waiver of any rights to insist upon strict performance hereof, nor shall any purported oral modification or rescission of this Agreement by an employee or agent of the parties operate as a waiver of any of the provisions hereof.

(23) EFFECT OF SECTION HEADINGS.

Section headings appearing in this Agreement are inserted for convenience of reference only, and shall in no way be construed to be interpretations of text.

(24) APPLICABLE STATE LAW.

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida, and jurisdiction of any action commenced by either party hereunder shall be in Palm Beach County.

(25) COMPLETE AGREEMENT.

This written Agreement is intended as the final, complete, and exclusive statement of the terms of agreement between the parties. The parties agree that parol or extrinsic evidence may not be used to vary or contradict the express terms of this Agreement and that recourse may not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

(26) FEDERAL MARITIME COMMISSION APPROVAL.

This Agreement shall be submitted to the Federal Maritime Commission for approval or determination that the Federal Maritime Commission has no jurisdiction in the matter, and the Agreement shall not become effective until the Federal Maritime Commission gives its approval or determines that it does not have jurisdiction in the matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be signed by their duly authorized officers effective as of the date
first above written.

Signed and sealed in the
presence of:

FORT OF PALM BEACH DISTRICT
By its Board of Commissioners

William R. [Signature]

By: [Signature]
LEE K. SPENCER, CHAIRMAN

Arlette L. Moore

By: [Signature]
BLAIR J. CIRLIN, SECRETARY

Signed and sealed in the
presence of:

FLORIDA POWER & LIGHT COMPANY

[Signature]

By: [Signature]
As its VICE PRESIDENT

Lita W. Constantino

Attest: [Signature]
As its
Secretary

