STATE OF FLORIDA

DEPARTMENT

OF

ENVIRONMENTAL PROTECTION

Conditions of Certification

Florida Power & Light Company

Port Everglades Next Generation Clean Energy Center

PA 12-57

October 9, 2012

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SECTION A: GENERAL CONDITIONS

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 & Light Company (FPL) as owner/operator and Licensee of the Port Everglades Next Generation Clean Energy Center (PEEC). Subject to the requirements contained in these Conditions of Certification (Conditions), FPL will operate a nominal 1250 megawatt (MW) natural gas-fired combine cycle unit (Unit 5), and associated facilities as described in the Site Certification application (SCA). The electric generating unit and associated facilities are located on approximately 67 acres within the existing 92.5-acre Port Everglades Plant site at 8100 Eisenhower Boulevard in Ft. Lauderdale, Broward County, Florida. The UTM coordinates are: Zone 17,587.38 km East, 2885.25 km North; and the latitude/longitude coordinates are: 26°05'08" North/80°07'31" West.

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

1. Cooling system intake and discharge structures
2. Aquatic Organism Return System
3. ULSD fuel oil pipeline
4. 7 million gallon fuel oil storage tank
5. De-mineralized water storage tank
6. Natural gas compressor station

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).

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: 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 within the site; and an aerial photograph delineating the boundaries of the certified areas within the site. The boundaries of the certified areas 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 survey map and the aerial photograph shall be known as the Delineation of the Certified Area and attached hereto as part of Attachment A (Maps).

F. Within 120 days after completion of construction of any 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 area for each off-site non-linear facility. The survey map(s) and aerial photographs shall be known as Delineation of Certified Off-Site Non-linear Facilities and attached hereto as part of Attachment A (Maps).

G. Within 180 days after completion of construction of any new 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 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 403.511,403.5113, 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 Florida Statutes and Florida Administrative Codes, including, but not limited to, the applicable non-procedural portions of the following regulations, except to the extent a variance, exception, exemption or other relief is granted in the final order of Certification or in a subsequent modification to the Conditions, under any federal permit or as otherwise provided under Chapter 403:

Florida Statutes:
Chapter 120 (Administrative Procedure Act)
Chapter 163 (Intergovernmental Programs)
Chapter 252 (Emergency Management)
Chapter 253 (State Lands)

Chapter 258 (State Parks & Preserves)
Chapter 267 (Historical Resources)
Chapter 373 (Water Resources)
Chapter 376 (Pollutant Discharge Prevention and Removal)
Chapter 379 (Fish and Wildlife Conservation)
Chapter 380 (Land & Water Management)
Chapter 469 (Asbestos Abatement)
Chapter 403 (Environmental Control)
Chapter 487 (Pesticide Regulation and Safety)
Chapter 556 (Underground Facility Damage Prevention and Safety)

Florida Administrative Codes:

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)
62-25 (Regulation of Stormwater Discharge)
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)
62-301 (Surface Waters of the State)
62-302 (Surface Water Quality Standards)
62-304 (Total Maximum Daily Loads)
62-312 (Dredge and Fill Activities)
62-330 (Environmental Resource Permitting)
62-340 (Delineation of the Landward Extent of Wetlands and Surface Waters)
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Basis of Review for ERP Applications

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 373 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" means the documents required by the Department to be filed to initiate a certification review and evaluation, including the initial document filing, amendments, and responses to requests from the Department for additional data and information. For purposes of this license, the Site Certification 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" is 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 linear facilities this term shall mean the area encompassed by the boundaries of the certified easements and/or ROWs.

D. "Certified Facility" or "Certified Facilities" means the certified electrical power generation facilities and all on- or off-site associated structures including but not limited to: steam generating units, transformers, substations, fuel and water storage tanks, air and water pollution control equipment, storm water control ponds and facilities, cooling towers, and related structures. This term shall also mean linear and associated facilities, including but not limited to: transmission lines, natural gas pipelines, and compressor stations.

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 "Practical" 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 Permit System permit issued by DEP in accordance with the federal Clean Water Act.

O. "Port Everglades" means the FPL Port Everglades Plant in Broward County, Florida.

P. "PEEC" means the FPL Port Everglades Next Generation Clean Energy Center.

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

R. "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.

S. "Site" means any proposed location within which will be located an electrical power plant's generating facility and onsite support facilities, or an alteration or addition of electrical generating facilities and onsite support facilities resulting in an increase in generating capacity, including offshore sites within state jurisdiction.

T. "SFWMD" means the South Florida Water Management District.

U. "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.

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

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 parts of facility ID 0110036 are incorporated by reference herein as part of these Conditions. The Air Construction and Title V Air Operation Permits can be found at this web link using the facility ID number listed above:

http://appprod.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. NPDES Industrial Wastewater Discharge

Licensee shall comply with all applicable provisions of NPDES permit No. FL0001538 (attached as Appendix I) as well as any subsequent modifications, amendments and/or renewals.

[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 on the site 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);

a Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) 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 on the site 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 (MS4), 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 (MSGP) shall be obtained as applicable.

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

4. NPDES Generic Permit for Discharge of Produced Ground Water from any Non-Contaminated Site Activity

Prior to discharge of produced ground water from any non-contaminated site activity which discharges by a point source to surface waters of the State, as defined in Chapter 62-620, F.A.C., the Licensee must first obtain coverage under the Generic Permit for Discharge of Produced Ground Water From any Non-Contaminated Site Activity. Similarly, 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 either permit.

If the activity cannot be covered by either generic permit, the Licensee shall apply for an individual wastewater permit at least ninety (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.

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

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 Sections 403.516, 403.5315, 403.9418, 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.

[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 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 any associated linear facility the Licensee shall file a notice of the certified route with the Department 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. The Licensee shall certify to the Department and clerk that all lands required for the transmission line rights-of-way within the corridor have been acquired within such county.

[Section 403.5112, F.S.]

VIII. REPLACEMENT FOR RESTORATION OF SYSTEM INTEGRITY

A. The Department will use its enforcement discretion when evaluating violations that result from operating the certified facility under emergency conditions. During and after the emergency conditions, the Licensee must use due diligence to bring the facility back into compliance as soon as possible. In addition, the Licensee must use its best efforts and best management practices to minimize adverse environmental impacts. The Licensee shall notify the SCO and the appropriate DEP District Office when the emergency condition has ended. Furthermore, the Licensee must include all monitoring data, which would otherwise be required under normal operating circumstances, recorded during emergency conditions when submitting reports as required by these Conditions. 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.

[Sections 403.511, 403.531, and 403.9416, F.S.]

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. Such fees and compliance with such construction codes are outside of the scope of this certification.

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

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

C. Flood Control Protection

The certified facilities shall be constructed in a manner that complies with any applicable non-procedural County flood protection requirements.

D. Sanitary Wastes

Disposal of sanitary wastes from construction toilet facilities shall be in accordance with applicable regulations of the DEP and Broward County health agency.

E. Vegetation

For areas located in any Florida Department of Transportation (DOT) ROW, Chapter 7 of the Florida DOT *Utility Accommodation Manual* available on the DOT website (http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/710020001/Chapter-7.pdf) shall serve as guidelines for best management practices.

F. 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.]

G. Electric and Magnetic Fields (EMF)

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

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

H. Existing Wells

Any existing wells to be impacted in the path of construction 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., or with the rules of the authorizing agency, or consistent with these Conditions.

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

I. Abandonment of Existing Septic Tanks

Any existing septic tanks to be impacted by construction 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. If the Licensee becomes aware that relevant facts were not submitted or were incorrect in the SCA or in any report to the Department or other agencies, such facts or information shall be promptly corrected and submitted.

[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 shall 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 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.

[Sections 120.57, F.S. and 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, or for violations of any of these Conditions. This Certification is valid only for the specific processes and operations identified in the SCA, or approved in the final order of Certification, indicated in the testimony and exhibits in support of Certification, indicated in a post-certification submittal, 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 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.

[Sections 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., 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 this certified facility, or from penalties therefore.

[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, 403.511, F.S.]

XVII. USE OF STATE LANDS

A. 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., and Chapters 253 and 258, F.S. If any portion of the certified facility is located on sovereign submerged lands, the Licensee must submit section G 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 not exempt from the need to obtain a proprietary authorization. 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: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other state lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Environmental Protection under Chapter 253, F.S., until such person has received from the Board of Trustees of the Internal Improvement Trust Fund 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, and Section 403.511, F.S.; Chapter 3.1.1. of the B.O.R.; Chapters 18-2, 18-14, 18-21, 62-340, and subsections 62-343.900(1) and 62-4.160(4), F.A.C.; Upland Easement Application and Section G of the Environmental Resource Permit Application Form.]

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 48
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3900

Florida Department of Environmental Protection
Southeast District Office
400 North Congress Ave., Ste. 200
West Palm Beach, FL 33401-2913

Florida Department of Economic Opportunity
Office of the Secretary
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Florida Fish & Wildlife Conservation Commission
Office of Policy and Stakeholder Coordination
620 South Meridian Street
Tallahassee, FL 32399-1600

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

Florida Department of Agriculture and Consumer Services
Division of Forestry
3125 Conner Boulevard
Tallahassee, FL 32399-1650

South Florida Water Management District
Office of General Counsel
3301 GunClub Road
West Palm Beach, FL 33406

Florida Department of State
Division of Historical Resources
500 S. Bronough Street
Tallahassee, FL 32399-0250

City of Hollywood
Planning and Development Services
2600 Hollywood Boulevard, Rm. 315
Hollywood, FL 33022-9045

Broward County
Office of General Counsel
115 S. Andrews Ave.
Ft. Lauderdale, FL 33301

[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 SCO, the DEP District Office(s), and any other agency that is entitled to receive a submittal pursuant to these Conditions. All filings with the SCO shall be submitted in electronic .pdf format only, unless otherwise requested. 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.

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.

H. Variation to Submittal Requirements

DEP, in consultation with the appropriate agencies that have regulatory authority over a matter to be addressed in a post-certification submittal, and Licensee may jointly agree to vary any of the post-certification submittal requirements, provided the information submitted is sufficient to provide reasonable assurances of compliance with these Conditions.

[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 Department 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.]

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 application 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, F.S.

[Section 403.5113, F.S]

XXIII. MODIFICATION OF CERTIFICATION

A. Pursuant to Sections 403.516(1)(a), F.S., and Rule 62-17.211, F.A.C., the Siting Board hereby delegates the authority to the Department to 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 Delineation of the Certified Area, 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.

[Sections 120.569(2)(n), 403.511(5)(a), and 403.516, F.S.; Rule 62-17.211, F.A.C.]

XXIV. INCORPORATION OF EXISTING STATE AND LOCAL PERMITS/LICENSES

The operation of the certified facility shall be in accordance with all applicable provisions of any state or local government regulation. All state and locally issued permits are intended to be incorporated herein, such that the Licensee shall comply with the substantive provisions and limitations set forth in those permits. The inadvertent omission of any state or locally issued permit/approval from these Conditions can be remedied by a modification of the Conditions to include provisions from the state or locally issued permit/approval.

At any time following certification, should the Licensee become aware of any state or locally issued permit/approval not included herein, the Licensee shall promptly notify the SCO for incorporation into these Conditions. Likewise, when the Department is made aware of any separately issued permits/approvals that were inadvertently not included in the Conditions, the Conditions will be modified to incorporate the substantive provisions and limitations of any such permit/approval.

XXV. 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.]

XXVI. FINANCIAL RESPONSIBILITY

The Department may require the Licensee to submit proof of financial responsibility and may require the Licensee to post an appropriate bond in those instances where the Department is authorized to require proof of financial responsibility or a bond pursuant to a law or Department rule that is applicable to the certified facility.

[Rule 62-4.110, F.A.C.]

XXVII. 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 and the parties. The notice of intent shall identify the intended new Certification holder or Licensee and the identity of the entity responsible for compliance with the Certification. Parties shall have 30 days to file in writing with the Department any objections to transfer of the certification. Upon the filing with the Department of a written agreement from the intended new Licensee to abide by all the Conditions of Certification and applicable laws and regulations, the transfer shall be approved unless the Department objects to the transfer on the grounds of the inability of the new Licensee to comply with the Conditions of Certification, specifies in writing its reasons therefore, and gives notice and opportunity to petition for a Section 120.57, F.S., administrative hearing. 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.

[Rule 62-17.211, F.A.C]

XXVIII. LABORATORIES AND QUALITY ASSURANCE

Chemical, physical, biological, microbiological and toxicological data collected as a requirement of these Conditions must be reliable, and 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: http://www.dep.state.fl.us/labs/qa/sops.htm.

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

XXIX. 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's Environmental Resource Permitting Section(s) for review, all information necessary for a complete *Joint Application for Environmental Resource Permit* (ERP), DEP Form 62-343.900(1), F.A.C.

This form may: a) have been submitted concurrently with a 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 amendment. 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 Chapters 62-330, 62-341, and 62-343, F.A.C., as applicable unless otherwise stated in these Conditions.

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. 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., 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 approval. 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.

[Chapter 62-340, F.A.C.]

[Section 373.416, F.S.; subsections 62-343.070(2) and 62-346.070(2), paragraph 62-343.090(2)(b), and Form 62-343.900(1), 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, 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, and 403.523, F.S.]

B. Surface Water Management

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.A.C. following submittal of Form 62-343.900(1) to the appropriate office of the Department.

2. All construction, operation, and maintenance of the surface water management system(s) for the certified facilities shall be as set forth in the plans, specifications and

performance criteria contained in the Application 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, as well as any subsequent alterations, amendments, and/or modifications thereto. Any alteration or modification to the SWMS Plan or the surface water management system as certified shall require prior approval from the Department.

3. To allow for stabilization of all disturbed areas, immediately prior to construction, during construction, 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 exists of transferring suspended solids into the receiving waterbody 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 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 surface water management system 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 surface water management system.

5. At least 48 hours prior to the commencement of construction of any new surface water management system 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 62-343.900(3), F.A.C.), indicating the actual start date and the expected completion date. When the duration of construction will exceed one year, the Licensee shall submit construction status reports to the Department on an annual basis utilizing an "Annual Status Report Form" (DEP Form No. 62-343.900(4), F.A.C.). Status Report Forms shall be submitted the following June of each year.

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 after completion of construction of any new portions of the surface water management system, the Licensee shall submit to the SCO and DEP District Office 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 by a Registered Professional" (DEP Form 62-343.900(5), 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. Examples of substantial deviations may include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

9. Prior to converting a construction phase surface water management system to an operation phase surface water management system, the Licensee shall submit to the Department a "Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase" (DEP Form 62-343.900(7), F.A.C). The operation phase of any new surface water management system 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 ERP Section 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. Additional authorizations may be required for certain dewatering discharges.

[Section 373.414, F.S.; Chapters 62-25, 62-302, 62-330, 62-343, 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. 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 unpermittable activities under the Environmental Resource Permit review process pursuant to Condition A.1. above.

2. Proposed mitigation plans submitted with the DEP ERP Application form required in Condition 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 (Mitigation Plans).

[Sections 373.413, 373.414, 373.4145, 403.511, 403.531, and 403.814(6), F.S.; Chapters 62-330, 62-341 62-342, 62-343, and 62-345, F.A.C.]

XXX. 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 area. Such third party activities authorized by the Licensee may include but are not limited to mining, hunting, and timbering.

[Sections 403.506(1) and 403.524(1), F.S.]

XXXI. 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.]

XXXII. RECORDS MAINTAINED AT THE FACILITY

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

B. Upon request, the Licensee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

C. 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 three (3) years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

D. 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;
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]

XXXIII. WATER DISCHARGES

A. Discharges

1. The Licensee shall not discharge to surface waters wastes which are acutely toxic, or present in concentrations which are carcinogenic, mutagenic, or teratogenic to human beings or to significant locally occurring wildlife or aquatic species. The Licensee shall not discharge to ground waters wastes in concentrations which, alone or in combination with other substances, or components of discharges (whether thermal or non-thermal) are carcinogenic, mutagenic, teratogenic, or toxic 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 ground water at the point of contact with surface waters.

2. 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, and 62-550, 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., subsections 62-4.242(2) and (3), 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.;

3. All dewatering discharges must be in compliance with Rule 62-621.300, F.A.C.

[Chapters 62-4, 62-302, 62-520, 62-550, and 62-620, F.A.C., and Rule 62-621.300, F.A.C.]

XXXIV. SOLID AND HAZARDOUS WASTE

A. Solid Waste

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

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

B. Hazardous Waste and Used Oil

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 all applicable 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 provisions of DEP Chapter 62-737, F.A.C., for any spent mercury-containing lamps and devices generated within the certified facility.

[Chapters 62-710, 62-730 and 62-737, 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 WARNING POINT NUMBER, (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. Used Oil, Petroleum Contact Water and Spent Mercury

The Licensee shall comply with all applicable provisions of Chapter 62-710, F.A.C., for any used oil including oil filters, Chapter 62-740, F.A.C., for any petroleum contact water, and Chapter 62-737, F.A.C., for any spent mercury containing lamps and devices generated within certified facility during construction and operation.

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

E. Contaminated Site Cleanup

1. The Licensee shall comply with all applicable provisions of DEP 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.]

[Rules 62-160.110, 62-160.240, 62-160.340, 62-701.510(9)(a), 62-710, 62-730.225 62-737, 62-740, and 62-780, F.A.C.]

XXXV. STORAGE TANK SYSTEMS

Registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems that store regulated substances shall be in accordance with Chapters 62-710, 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 of a regulated substance from a storage tank system exceeding 100 gallons on impervious surfaces, other than secondary 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 (for example, Chapter 62-770, F.A.C., Petroleum Contamination Site Cleanup Criteria). The Licensees 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 62-770, 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 62-710, 62-761 and 62-762, F.A.C.]

SECTION B. SPECIFIC CONDITIONS

I. DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. Waste Cleanup

1. Licensee shall provide the DEP Southeast District Office (SED) with the proposed Port Everglades Plant Site Assessment and Remediation Plan ("Interim Source Removal Plan"), for review and approval. The Site Assessment and Remediation Plan will include elements such as a soil and debris management plan, soil and groundwater assessment and remediation strategies and closure options based upon historical activities in specific site sub-areas, tank and pipeline closures via implementation of the FPL Heavy Fuel Oil Protocol, universal and hazardous waste management.

2. The Licensee shall provide an alternate Site Assessment and Remediation Report ("Site Assessment Report") Time Schedule in lieu of the 270 day deadline contained in 62-780, F.A.C., Table A, within six months of certification.

3. The Site Assessment Report shall meet the objectives and the requirements of Chapter 62-780.600, F.A.C. Licensee shall provide the DEP SED with update reports within sixty (60) days of initiating interim source removal activities and every 60 days thereafter for the duration of soil and groundwater site assessment, dewatering and remediation activities incorporated into the Port Everglades Plant Site Assessment and Remediation Plan "Interim Source Removal Plan." Licensee shall provide the DEP SED with the Site Assessment and Remediation Report "Interim Source Removal Report" within sixty (60) days of completion of interim source removal activities.

4. The Licensee may submit a Combined Document meeting the requirements of Chapter 62-780.450, F.A.C.

5. A Remedial Action Plan shall be submitted to the DEP SED within 90 days of approval of a Site Assessment Report or Remedial Action Report.

[Chapters 62-770 and 62-780, F.A.C.]

II. 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 Florida Department of Environmental Protection 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-2.38l, 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 applicable non-procedural requirements set forth in Chapter 373, F.S., and Chapters 40E-2 (Consumptive Use), 40E-3 (Water Wells), and 40E-20 (General Water Use Permits), 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-2.09l, 40E-2.38l, 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 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. 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-2.381, and 40E-3.461, F.A.C.]

2. Processing of Informational Requests

a. Completeness and Sufficiency Review

At least ninety (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 thirty (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 sixty (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, 40E-3, and 40E-20, F.A.C., and the Conditions. 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 SFWMD Specific Condition A.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.

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 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;

(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 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.]

2. Site Specific Design Authorizations/Requirements

a. 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, 40E-3 and 40E-20, F.A.C., in effect at the time of certification. 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.]

b. Alternative Water Supplies

If a reliable source of reclaimed water becomes available at the project site to provide water for non-cooling uses, the Licensee shall conduct a feasibility evaluation in accordance with Section 3.2.3.2 of the Basis of Review For Water Use Permit Applications in the SFWMD, in effect at the time of certification, to determine the environmental, technical, and economic feasibility of utilizing reclaimed water. If the feasibility evaluation demonstrates that the use of reclaimed water is feasible, the Licensee shall provide the SFWMD with a schedule for implementation of reclaimed water use, for the SFWMD's review and approval, within 90 days of such notification.

c. Water Conservation Plan

The Licensee shall comply with the Water Conservation Plan submitted as Appendix 10.10 and amended April 2012 in the Site Certification Application, including:

(1) Conducting 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.

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

III. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

A. West Indian Manatee

1. Interim Warm-Water Refuge Heating System

In order to prevent an increased risk of manatee cold stress death during the PEEC modernization construction period, adaptive management protocols for the interim warm-water refuge heating system shall be included in the Environmental and Biological Monitoring Plans and the following provisions:

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 and operational details shall be agreed upon by Florida Fish and Wildlife Conservation Commission (FWC) in consultation with U.S. Fish and Wildlife Service (USFWS) and FPL and included in the Environmental Monitoring Plan. The interim heating system shall be maintained and operated to achieve the results specified in the Environmental Monitoring Plan in accordance with best management practices (BMP) established by Licensee, unless otherwise authorized by FWC and USFWS, or unless the safety of employees 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 details related to maintenance, operations, agency notifications, logbooks requirements and troubleshooting plans.

c. The Licensee shall submit its BMP manual to FWC for review and comment. Except for those specific details described herein which must be reviewed and approved by FWC, Licensee will review, consider, and incorporate if practicable, all other comments from FWC. An approved BMP manual will be in place prior to the operation of the interim heating system and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC conversion commences. A copy of the Licensee's BMP manual for the interim heating system shall be maintained at all times at the PEEC 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 interim heating system's operational trigger protocol should be modified 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 the Licensee, FWC, DEP and USFWS and amended in the Environmental Monitoring Plan.

e. The interim warm-water refuge will consist of a segment of the current warm-water refuge that is created by the plant's thermal discharge. The location, configuration and dimensions of the interim warm-water refuge will be illustrated in the Environmental Monitoring Plan.

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 No. FL0001538 if such requested modifications to the Conditions herein have been adopted into the final NPDES permit.

g. The Licensee anticipates taking the Port Everglades Plant off line on January 31, 2013. The Licensee will notify FWC seven days in advance of the plant ceasing operations for the duration of the modernization, before, or on this anticipated date. In addition, FWC will be notified 24 hours in advance of any operation of the interim heater before January 31, 2013.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

2. Environmental Monitoring

The following monitoring requirements are applicable to the operation of the interim heating system during the modernization of the PEEC.

a. The evaluation of the interim heating system which is intended to determine its ability to provide a sufficient manatee warm-water refuge as described in Environmental Monitoring Plan during the winter months shall take place prior to the discontinuation of operations at the existing Port Everglades Plant and use of the current warm-water discharge system. Additional 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 prior to February 15, 2013, if it cannot be completed before January 31, 2013, due to continued use of the Port Everglades Plant's existing power generating units.

(1) Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, the interim heating system must be operational. After the initial monitoring tests of the interim warm-water heating system have been conducted at the Port Everglades Plant, the Licensee will contact FWC to provide and discuss the results. At that time, FWC, in consultation with the DEP, USFWS, and the Licensee, will determine what, if any, modifications need to be made to the operation of the interim heating systems. If necessary, FWC will require a revision to the Environmental Monitoring Plan.

b. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge, an approved Environmental Monitoring Plan shall be in place. The Licensee shall submit to the FWC and DEP Siting Office, and the final Environmental Monitoring Plan. The final Environmental Monitoring Plan shall include, at a minimum, the following components:

(1) Monitoring of the interim heating system and warm-water refuge during the modernization process (as described in Interim Heating System and Environmental Monitoring conditions. and the Licensee's thermal modeling study) shall take place during the winter months of 1 December through 31 March .

(2) Monitoring of the PEEC's interim warm-water refuge during the modernization 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 refuge. Temperature monitoring stations will be deployed in the interim refuge prior to the modernization phase of the Port Everglades Plant.

(3) As part of this Environmental Monitoring Plan 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 trigger protocols have not been met.

(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.

c. The Licensee will prepare an Environmental 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 Environmental Monitoring Plan. This report will be submitted yearly by the date designated in the Environmental Monitoring Plan, while the interim warm-water system is in operation during the construction period of the PEEC. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Environmental Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

3. Biological Monitoring

The following monitoring requirements for manatee distribution and abundance are applicable to the operation of the interim heating system during the modernization of the PEEC.

a. Prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge the Licensee shall submit to FWC a Biological Monitoring Plan. The Biological Monitoring Plan shall be reviewed and approved by FWC and the Licensee shall submit the final Biological Monitoring Plan to FWC and the DEP Siting Office. The Biological Monitoring Plan shall include at a minimum the following components:

(1) Monitor the winter months of 1 December through 31 March 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 of 1 December through 31 March beginning the first winter of the plant's modernization and continuing through the completion of the PEEC modernization process and 2 years post-commercial operation of PEEC. After the first year of post modernization aerial survey monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. FPL will consult with FWC to determine the status of other aerial survey data collection efforts to determine if FPL will need to conduct any of the surveys (i.e., either during or post-modernization).

(3) Specific aerial survey paths, sampling frequencies, and methodologies for aerial surveys must be identified and described in the Biological Monitoring Plan. Aerial survey flight paths will be consistent with those established by the Broward County Environmental Resource Management Office and shall encompass the winter months as established in the Biological Monitoring Plan.

(4) Aerial survey data shall be analyzed and summarized after each winter season to provide an evaluation of manatee abundance and distributional changes within the survey area.

(5) The Licensee shall provide one or more manatee observers who have been trained by an approved FWC trainer so they can detect indications of cold stress in manatees. The monitoring protocols and information requirements will be described in the Biological Monitoring Plan.

(6) The manatee observer will be required to conduct a daily visual assessment of the condition and general distribution of manatees using the interim warm-water refuge during the winter months of 1 December through 31 March. 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.

(7) Telemetry monitoring shall be accomplished by the Licensee through the use of an entity with experience in manatee telemetry tracking, and data analysis in Florida. This condition will coincide with the use of the interim heating system and 2 years post-commercial operation of PEEC. After the first year of post modernization telemetry monitoring, FWC will discuss the results with the Licensee and the parties will determine if the second year's monitoring can be eliminated. The tags will be attached to manatees captured at, or near the PEEC site to document their movements to alternative secondary warm-water sites, their general health, habitat use, behavioral response to changes in the operation of the interim refuge and thermal regime experienced by manatees during the modernization of PEEC. The details of the telemetry effort and required reports will be provided in the Biological Monitoring Plan.

(8) 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 the date designated in the Biological Monitoring Plan. A summary report including information collected throughout the modernization process shall be completed and submitted to the FWC and DEP Siting Office for review. All annual reports shall be submitted as directed in the Biological Monitoring Plan.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

4. Standard Environmental and Biological Monitoring Plan Conditions

a. The Biological and Environmental Monitoring Plans, including the proposed monitoring techniques and monitoring locations that will be used to assess manatee health, distribution and habitat during the modernization process, shall be approved by FWC prior to implementation and prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge. Final Biological and Environmental

monitoring plans shall be in place at least 90 days prior to cessation of operations of the existing Port Everglades Plant and discontinuation of the current warm-water discharge and PEEC modernization commences.

b. If, in the review of the annual biological or environmental monitoring reports, FWC, in consultation with the DEP and USFWS, determines the need to modify the Biological or Environmental Monitoring Plans, FWC will notify the Licensee to discuss the findings. At that time, FWC, in consultation with the DEP, USFWS and the Licensee, will determine what, if any, modifications need to be made to the Biological or Environmental Monitoring Plans.

c. If the Licensee determines the Biological or Environmental Monitoring Plans are 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, USFWS and the Licensee, will determine what if any modifications need to be made.

d. The Licensee will provide personnel from the FWC, USFWS, USGS Sirenia Project, or a designee of these agencies, access to the PEEC 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. All visitors to PEEC 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.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

5. Contingency Plan

FWC and USFWS' Letter of Authorization (LOA) network responders will be responsible for all efforts related to manatee rescues, rehabilitation activities, and carcass recovery during the PEEC modernization. In order to effectively implement contingency plans during the plant modernization and to address manatee health-related issues, the following conditions are required:

a. If the observer (pursuant to Biological Monitoring Plan) 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 protocols described in the Biological Monitoring Plan

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 Final Order # PA12-57 that causes death or identifiable cold stress to manatees in

Broward County. This condition would apply during the winter months of 1 December through 31 March. 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.

[Sections 403.507 F.S., Section 379.1025 F.S., Section 379.2291 F.S., Section 379.2431 (2) F.S., Section 20.331 F.S.]

6. Development of a Long-Term Manatee Strategy

It is expected that at some point in the future the warm-water habitat created by the PEEC 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 two 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 Final Order # PA 12-57, the Licensee shall provide the FWC with a formal report of the workshop, including findings, conclusions, and recommendations.

c. Over the course of the operating life span of the PEEC, the Licensee shall develop an exit strategy for the PEEC that prevents significant losses to the manatee population when the Licensee determines to reduce or eliminate the PEEC'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 must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of the facility.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

7. Manatee Conditions for In-Water Work

a. The current Standard Manatee Conditions for In-Water Work are required for all in-water work in waters accessible to manatees. If the Licensee is unsure if a certain activity qualifies as in-water work, it will contact the FWC to discuss and determine applicability of these Conditions for the proposed activity. The FWC will consider approval of reoccurring activities that result in negligible impacts to manatees or manatee habitat. 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 PEEC project's schedule or the safety of employees or reliability of the electric power system would be compromised. 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 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.

d. The Licensee will include as part of its safety orientation manatee awareness training for full-time permanent construction personnel at the PEEC 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.

e. To reduce the risk of entrapment and drowning of manatees, grating or an approved alternative) shall be installed over any 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.

[Section 403.507, F.S.; Section 379.1025, F.S.; Section 379.2291, F.S.; Section 379.2431 (2), F.S.; Section 20.331, F.S.]

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 Conditions.

[Sections 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Section 20.331, F.S.]

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 onsite 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.

[Section 403.507, F.S.; Rule 68C-22.003, F.A.C.; Section 20.331, F.S.]

B. Terrestrial Wildlife

1. All undeveloped habitat onsite shall be surveyed for the presence of state- and federally listed species no more than six months before land clearing and the results shall be reported to the FWC. We recommend that the report includes methodology, results, discussion, and references to all survey protocols and documents used. If there is evidence that any state-listed species are present, then the Licensee must report the findings to the FWC at least 60 days prior to the commencement of clearing. If impacts to those species cannot be avoided, then the Licensee must contact the FWC before taking any action that might result in an impact to those species.

[Section 403.507, F.S.; Article IV, Sec. 9, Fla. Const.; Chapter 68A-27, F.A.C.; Section 20.331, F.S.]

C. Marine Turtles

1. FPL shall consult with the FWC Imperiled Species Management Section on the development of a Light Management Plan to reduce the adverse effects of PEEC's exterior lighting on nesting marine turtles and their hatchlings. The plan should evaluate the use of lighting management methods that include shielding, lowering mounting heights, and use of long wavelength fixtures.

[Section 403.507, F.S.; Section 379.2431(1), F.S., Section 379.2431(1) (g), F.S.; Section 20.331, F.S.]

IV. DEPARTMENT OF STATE – DIVISION OF HISTORICAL RESOURCES

A. 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 the Division of Historical Resources, R.A. Gray Building, 500 S. Bronough Street, Rm 423, Tallahassee, Florida 32399-0250, telephone number (850) 487-6333, and the Licensee shall consult with the Division of Historical Resources to determine appropriate action.

[Sections 267.061, 403.531, and 872.02, F.S.]

V. 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.]

VI. BROWARD COUNTY

A. Legal/Administrative Conditions

1. General

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions, the applicable nonprocedural requirements of Chapter 27 of the Broward County Code of Ordinances (BCC), the applicable provisions of Chapters 32 and 42 of the Broward County Administrative Code (BCAC), and any agreements entered into between the Licensee and Broward County pursuant to this Certification.

b. Minimum Standards

This Certification is based on the Licensee's SCA and information submitted to the County which reasonably demonstrates that harm to natural 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 27-56 and 27-58, BCC]

c. Compliance Requirements

The PEEC project must be constructed, operated and maintained in compliance with and meet all applicable non-procedural requirements set forth in Chapter 27, BCC, and Chapters 32 and 42, BCAC.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that pollution or harm to natural resources does not occur during the construction, operation, and maintenance of the project, other than as authorized herein.

[Sections 27-53, 27-55, BCC, and Section 32.7, BCAC]

e. Liability

The Licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the use of the facilities or property of Broward County's Port Everglades Department, to the extent required by applicable regulations of Broward County.

[Port Everglades Tariff No. 12, and Chapter 42, Exhibit 42.A, Item 405, BCAC]

f. Access

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

[Section 27-8, BCC]

g. Enforcement

The County 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 DEP and the County, as incorporated into this Certification.

[Sections 403.514, F.S., Chapter 27, BCC, and Chapters 32 and 42, BCAC]

B. Port Everglades Department Conditions

1. Any de-commissioning and removal of existing FPL-owned No. 6 heavy fuel oil pipelines and associated facilities from Broward County Land shall be done in accordance with the terms and conditions of the License Agreement between Broward County and FPL for Bulk Petroleum Product Pipelines effective June 24, 2008, attached herein as Attachment D.

2. FPL shall obtain a Petroleum Pipeline License Agreement with Broward County for the installation, operation, and maintenance of the ULSD pipeline and submit an executed copy to the DEP Siting Coordination Office prior to initiating construction of the

pipeline on County land. The License Agreement for the ULSD pipeline shall be incorporated herein as Attachment E.

3. FPL shall obtain a License Agreement with Broward County for the installation, operation, and maintenance of the Aquatic Organism Return System (AORS) and submit an executed copy to the DEP Siting Coordination Office prior to initiating construction of the AORS on County land. The License Agreement for the AORS shall be incorporated herein as Attachment F.

4. FPL shall perform an inspection of and develop a maintenance plan (consistent with the September 30, 1957 Intake and Discharge Easement, included in the SCA) for the intake and discharge canals and ducts off FPL's property. FPL shall submit the results of the inspection and a proposed maintenance plan to the Port Everglades Department for review prior to operation of the PEEC.

[Applicant agreement]

C. Environmental Protection & Growth Management Department Conditions

1. Alternative Water Supplies

FPL shall coordinate with local agencies and governments to seek to eliminate the use of potable water for non-potable uses such as irrigation and process demands at the PEEC. The final site design will not preclude the potential use of reclaimed water for these purposes.

[Applicant agreement]

2. Discharges to surface water from the PEEC shall comply with the applicable Broward County Water Quality Standards.

a. Compliance with the applicable Broward County Water Quality Standards shall be demonstrated through submittal of the once-through non-contact cooling water outfall D-001 Discharge Monitoring Report form required under FDEP-issued NPDES Permit No. FL0001538.

(1) Licensee shall submit the monthly outfall D-001 Discharge Monitoring Report to the Broward County Planning and Environmental Regulation Division on a semi-annual basis.

(2) Water quality monitoring will be performed in accordance with the applicable FDEP sampling protocols.

(3) A National Environmental Laboratory Accreditation Program certified laboratory shall analyze the water quality samples reported on the Discharge Monitoring Report.

[Sections 27-193 through 27-197, BCC]

3. Any dewatering performed within areas relative to the SCA and PEEC project requires a post-certification submittal by the Licensee to the County of a certified dewatering plan, as these areas are either contaminated or are located within one-quarter mile of contamination, in accordance with the Pollution Prevention and Remediation Division's Dewatering Standard Operating Procedure. DEP may coordinate review of any dewatering plans

submitted by the Licensee to multiple agencies to ensure compliance with the Conditions and Certification and applicable non-procedural requirements of those affected agencies.

[Subsections 27-353(i) and 27-355(e), BCC]

VII. CITY OF HOLLYWOOD

A. The 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 Certification in the public records of Broward County prior to commencement of development. Immediately following recordation a copy shall be provided to the City of Hollywood.

B. The applicable building permit and impact fees for the construction project shall be paid by FPL within thirty (30) days of commencing construction of those project features. FPL shall comply with the applicable provisions of the Florida Building Code.

C. FPL shall submit construction coordination plans to the City to address issues such as emergency services and traffic coordination and inspections (30) days prior to commencement of the demolition and construction phases of Project development.

D. FPL shall complete required landscaping within ninety (90) days of the commercial operation date of the Port Everglades Energy Center.

E. All future advertising which identifies the location of the Project must state that the development is in the City of Hollywood.

[Applicant agreement]

Attachment A
Maps

LEGEND

- Port Everglades Energy Center Site
- Port Everglades Plant Property

REFERENCES

1. Port Everglades Energy Center Site, Port Everglades Plant Property FPL. 2011
2. Aerial Imagery, USDA/FSA Aerial Photography Field Office, 2010

500 250 0
Feet

REV.	DATE	DES	REVISION DESCRIPTION	GIS	CHK	RVW

PROJECT

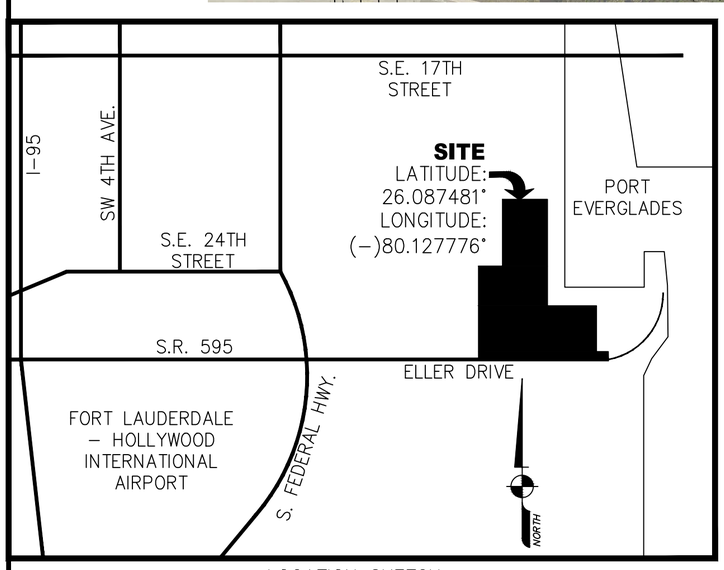
FPL
PORT EVERGLADES ENERGY CENTER

TITLE

AERIAL OF THE PORT EVERGLADES ENERGY CENTER SITE

PROJECT No. 113-87618			FILE No. 113-87618A003		
DESIGN	RCM	12/21/2011	SCALE: AS SHOWN	REV.	0
GIS	NRL	12/29/2011	FIGURE 3.1.1-2		
CHECK	RCM	1/12/2012			
REVIEW	KFK	1/12/2012			

F:\PROJECTS\2011 PRO J\113-87618_PortEvergladesEnergyCenterSCAVA_0100_Preparation_of_SCAVMapDocuments\113-87618A007 FEMA.mxd



LOCATION SKETCH
(NOT TO SCALE)

NORTH

LEGEND

- BACK FLOW PREVENTOR VALVE
- BOLLARD
- CATCH BASIN
- CLEAN OUT
- CONCRETE UTILITY POLE
- CONCRETE UTILITY POLE WITH LIGHT
- CURB INLET
- DOUBLE DETECTOR CHECK VALVE
- DRAINAGE MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC OUTLET
- ELECTRIC SERVICE BOX
- FIRE HYDRANT
- GAS VALVE
- GUY ANCHOR
- HAND HOLE
- IRRIGATION CONTROL BOX
- MAIL BOX
- METAL LIGHT POLE
- MONITORING WELL
- PALM TREE WITH DIAMETER
- SIGN
- TELEPHONE MANHOLE
- TELEPHONE RISER
- UNDERGROUND GAS MARKER
- UNDERGROUND TELEPHONE MARKER
- UNKNOWN UTILITY SERVICE BOX
- WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD UTILITY POLE
- YARD LIGHT

0 150 300
GRAPHIC SCALE IN FEET
SCALE: 1" = 150'

LEGAL DESCRIPTION:

Lot I, PORT EVERGLADES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 6, of the Public Records of Broward County, Florida, LESS AND EXCEPT therefrom the South 250 feet thereof.

Together with:

Those portions of Lots 14 and 15, PORT EVERGLADES SUBDIVSION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 6, of the Public Records of Broward County, Florida, assessed to Florida Power & Light Company under Tax Folio No. 5042-23-05-0290.

Together with:

Those portions of Lots 14 and 15 and all of Tract 16, PORT EVERGLADES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 6, of the Public Records of Broward County, Florida, assessed to Florida Power & Light Company under Tax Folio No. 5042-23-05-0300.

Together with:

Lot 17, PORT EVERGLADES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 6, of the Public Records of Broward County, Florida, LESS AND EXCEPT therefrom the South 250 feet and the West 87 feet thereof.

Together with:

Lot 18, PORT EVERGLADES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 6, of the Public Records of Broward County, Florida, LESS AND EXCEPT therefrom the South 250 feet and the North 951.97 feet of the East 281.19 feet thereof.

Said lands situate in the City of Hollywood, Broward County, Florida and containing 4,059,680 square feet (93.1974 acres) more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

_____
MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

JOB #: 4840-15

SCALE:	1" = 150'
DATE:	01/05/2017
BY:	P.E.R.
CHECKED:	D.A.H.
F.B.	1678 PG. 38-56
SHEET	1 OF 1

BOUNDARY SURVEY

F.P.L. PORT EVERGLADES POWER PLANT

PORT EVERGLADES SUBDIVISION NO.1
(P.B. 26, PG. 6, B.C.R.)
SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST
FORT LAUDERDALE
BROWARD COUNTY, FLORIDA

REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY
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TEL. (772) 781-6266, FAX (772) 781-6268
www.AVIROM-SURVEY.com

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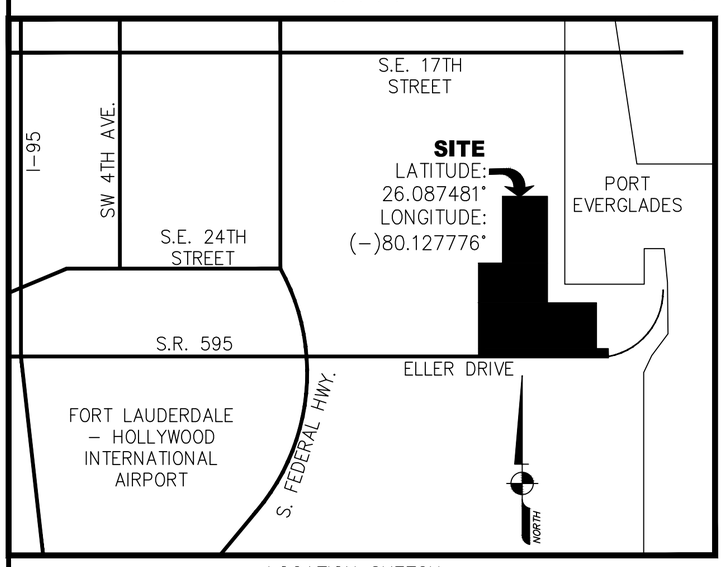
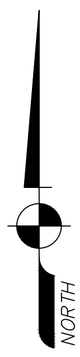


LOCATION SKETCH
(NOT TO SCALE)



LEGEND

- BACK FLOW PREVENTOR VALVE
- BOLLARD
- CATCH BASIN
- CLEAN OUT
- CONCRETE UTILITY POLE
- CONCRETE UTILITY POLE WITH LIGHT
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0 150 300
GRAPHIC SCALE IN FEET
SCALE: 1" = 150'

LEGAL DESCRIPTION:

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Date: _____

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SHEET	1 OF 1

BOUNDARY SURVEY

F.P.L. PORT EVERGLADES POWER PLANT

PORT EVERGLADES SUBDIVISION NO.1
(P.B. 26, PG. 6, B.C.R.)
SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST
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REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

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Attachment B

Surface Water Management Plans (to be attached)

Attachment C
Mitigation Plans (to be attached, as applicable)

Attachment C – Wetlands Mitigation Plan

Project	Impacts	Mitigation	Status	Project Completed
AM17-145 – amendment request to fortify banks of intake canal	Project requires removal of .06 acres of mangroves along canal banks	.03 saltwater/mangrove credits needed	.10 Saltwater mitigation credit purchased from EMB	

Attachment D
License Agreement for Bulk Petroleum Product Pipelines

LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, its successors and assigns, hereinafter referred to as "LICENSEE."

WHEREAS, COUNTY owns and operates Port Everglades (the "Port"), a deepwater port, located in Broward County, Florida, having facilities for the receipt and handling of Product(s), including lands suitable for the installation, use, and maintenance of Pipeline(s); and

WHEREAS, COUNTY has incurred and hereafter will continue to incur substantial costs for construction, maintenance, replacement, and repair of facilities essential to accommodate Product(s) receipt, handling, and storage at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deepwater petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate petroleum terminal users at the Port; and

WHEREAS, COUNTY has determined that the covenants of this Agreement are essential in order to justify the expenditures associated with its role in operating the Port; and

WHEREAS, LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port; and

WHEREAS, The parties acknowledge that LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port; including associated cathodic protection equipment on adjacent COUNTY lands; and

WHEREAS, this License Agreement ("Agreement") establishes the terms and conditions relating to the LICENSEE installing and maintaining Pipeline(s) and necessary appurtenances for the transportation of Product(s) within the Port;

NOW THEREFORE, IN CONSIDERATION of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and LICENSEE, intending to be legally bound, hereby agree as follows:

ARTICLE 1

RECITALS

1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

1.2 For purposes of this Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 22, inclusive. Other terms and conditions included in the attached exhibits and documents are expressly incorporated by reference and made part of this License Agreement.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this Agreement as set forth herein. In the

administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

COUNTY – Broward County, a political subdivision of the state of Florida, through its governing body, the Broward County Board of County Commissioners.

County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

Pipeline(s) – On-site integral piping owned by LICENSEE conveying Product(s), including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within or adjacent to the Premises.

Premises – The land described in Exhibit "A."

Product(s) – Petroleum products, alternate fuels, and fuel blending components.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and nonexclusive right to install, maintain, operate, repair, replace, and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port and more particularly described on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any indemnified matters as more fully described in Article 11, INDEMNIFICATION, of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction over the Pipeline(s) or at the request of LICENSEE, all expenses of deactivation, and relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands, or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title nor interest in and to the Premises, described in Exhibit "A," other than the privilege of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE to install, maintain, operate, repair, replace, and remove its Pipeline(s).

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by COUNTY ("Commencement Date") and shall continue for a period of ten (10) years, thereafter, unless sooner terminated as provided herein.

ARTICLE 6

BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE

6.1 All existing Pipeline(s) shall be maintained in a good state of repair and at their original design depths. Any new or replacement Pipeline(s) shall be laid underground so that there will be not less than thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land and thereafter maintained in a good state of repair. Such installation shall be in accordance with all laws, ordinances, and regulations now or hereafter imposed by all governmental bodies, agencies, or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY and the operator of the railroad facilities at the Port.

6.2 During construction, repair, or replacement of Pipeline(s), after considering actual subsurface conditions and obstacles encountered in the field, LICENSEE may request and be granted minor modifications to the Premises subject to the written approval of the Port Everglades Department. In such cases LICENSEE will provide revised Exhibit(s) to be made a part of this Agreement.

6.3 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement, or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation by LICENSEE or its operation, maintenance, or removal of the

Pipeline(s); LICENSEE shall, at its own expense, replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

6.4 This license is subject to the understanding of the parties that the Pipeline(s) will be installed and maintained below ground. COUNTY expressly reserves the right to continue to use or to allow third parties to use the surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon; provided, that such continued use will not unreasonably interfere with the rights and uses granted LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof.

6.5 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of the Pipeline(s), LICENSEE and COUNTY shall work together to minimize the cost of removal and replacement of any cargo or other materials stored thereon. The cost of such removal and replacement of said cargo or other materials shall be borne by LICENSEE.

6.6 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall not only survive the original installation of the Pipeline(s) or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.7 Except as otherwise provided herein, all brush, trimmings, and other growth cut by LICENSEE, and all earth and other material removed by LICENSEE, shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

6.8 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop, or redevelop utilities, cables, roads, parking areas, pavements, piers, docks, deepwater slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install or develop such improvements shall be given by COUNTY to LICENSEE one (1) year before same shall be made. Any required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure

that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the redevelopment of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning, or removing of its Pipeline(s). COUNTY agrees that such rules, regulations, and policies shall operate in a uniform way with respect to all persons and entities engaged at the Port in the same or a similar class of business and handling the same commodities or materials, as that agreed to be conducted or handled by LICENSEE herein. Such rules, regulations, and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations, and policies upon request of LICENSEE.

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing, and inspection records. All maintenance tests shall be performed in accordance with all applicable local, state, and federal rules and regulations.

7.3 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required, upon reasonable notice to LICENSEE.

7.4 LICENSEE shall comply with all applicable federal, state, and local statutes and administrative rules, and shall follow industry standards as criteria to operate, maintain, and repair the Pipeline(s) to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Broward County's Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Broward County's Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing COUNTY with quarterly written reports detailing cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization, which COUNTY monitors regularly and which provides COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies,

COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines, and policies as may be imposed by COUNTY with reference to placement of cathodic protection systems on COUNTY owned land within the Port.

7.8 LICENSEE shall provide COUNTY with immediate notification of all failures or incidents involving suspected failures of Pipeline(s) followed by a copy of Incident Notification Form and Discharge Report Form concurrent with the State required filing. LICENSEE shall provide COUNTY with copies of all follow-up correspondence with State and COUNTY environmental officials regarding reported failures or incidents and any resulting discharge.

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, LICENSEE shall also contract with an independent inspection and testing company to provide an in-depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to COUNTY and LICENSEE. At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a reoccurrence.

7.10 Information regarding bulk product piping incidents or failures will be analyzed internally by COUNTY, and if necessary, referred to a consultant for further consideration at LICENSEE's expense. Any such consultant selected by COUNTY shall be approved by LICENSEE before being engaged. LICENSEE's approval of the COUNTY's selected consultant shall not be unreasonably withheld.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES:
Attention: Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to LICENSEE shall be addressed to:

FLORIDA POWER & LIGHT COMPANY
Attn: Tim Coron
Right of Way Representative
PO Box 8248
Fort Lauderdale, FL 33340

With a copy mailed to:

FLORIDA POWER & LIGHT COMPANY
Attn: General Counsel
PO Box 14000
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Wholesale Operations
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Contract Administration
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

ARTICLE 9

NONEXCLUSIVE

The privilege provided to LICENSEE in this Agreement shall not be construed as precluding COUNTY from granting like or similar privileges to others, including the right of COUNTY, its grantees or assignees in implementing the use of any such additional licenses, to cross over or under the Pipeline(s) installed by LICENSEE hereunder provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 10

TIME OF ESSENCE - PARTIES RIGHTS CUMULATIVE

Time of performance by the parties of each and every provision, covenant, and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the state of Florida. Failure on the part of a party to promptly exercise any such available right shall not operate, nor be construed to operate, as a waiver or forfeiture of any such right.

ARTICLE 11

INDEMNIFICATION

11.1 LICENSEE agrees to indemnify, defend and hold harmless COUNTY from and against all claims, demands, losses, liabilities and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to COUNTY property arising during the term of this Agreement, to the extent arising from the intentional, negligent, or willful misconduct of LICENSEE, its employees and/or contractors, or from LICENSEE's breach or default under this Agreement. The selection of counsel to defend the COUNTY shall be subject to the prior written approval of COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. The provisions of this Article 11 shall survive the expiration or any other termination of this Agreement.

11.2 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations, which LICENSEE has under this Agreement and shall survive the term of this Agreement.

ARTICLE 12

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

12.1 It is expressly understood and agreed that LICENSEE shall have, and COUNTY grants to LICENSEE, the rights of ingress and egress upon the Premises (as well as the COUNTY's adjacent property, as reasonably required) at all times, for the purpose of operating, installing, repairing, replacing, maintaining, and removing the Pipeline(s).

12.2 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving installing, repairing, replacing, or removing of any Pipeline(s) on the Premises without and until the written approval of Port Everglades Department for such planned work has been given. Such written approval by Port Everglades Department shall not be unreasonably withheld.

12.3 LICENSEE shall obtain all required governmental approvals for such work and shall comply with such other rules and regulations as may be reasonably prescribed

by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's sublessees, employees, invitees, and guests observe these requirements. All reasonable costs associated with the construction and repair of any Pipeline(s), security fence, barrier, access control and monitoring system, including, but not limited to, gates, signs, or locks (keying and rekeying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Pipeline(s) exist on the Premises.

ARTICLE 13

WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF

13.1 LICENSEE shall pay or cause to be paid wharfage on the Product(s) off-loaded by it from vessels or loaded by it on vessels at the Port and transported through the Pipeline(s) as well as additional charges for LICENSEE's use of other available services, facilities, or equipment at the Port as provided for in Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

13.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the Port by water and upon which wharfage charges have already been paid to COUNTY.

13.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged) as amended or revised at the time the gauge is taken. Representatives of the COUNTY may be present when said measurements are taken. LICENSEE agrees to furnish, each time Product(s) is discharged at the Port, a sworn statement that will disclose the volume in barrels and type of Product(s) received or loaded by LICENSEE. LICENSEE agrees to furnish COUNTY with a copy of the Ship's Manifest and related inspector's report for each cargo unloaded or loaded over the wharf of the Port and such other records and data as might reasonably be requested by COUNTY. LICENSEE also hereby gives COUNTY the right, upon not less than three (3) business days' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. The wharfage charges to be paid by LICENSEE to COUNTY shall be promptly paid and be subject to the account receivable policy of the COUNTY, uniformly imposed.

13.4 In making use of the Premises, Port facilities, equipment, or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

ARTICLE 14

COVENANTS OF PARTIES

14.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain, and make available for use by LICENSEE, deepwater port facilities that will provide efficient, safe, and useable means for the importation of Product(s) by water. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a violation or breach by COUNTY of its obligations hereunder.

14.2 Facilities having specifications substantially the same as those, which exist at the time of the execution of this Agreement are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this Article.

14.3 Notwithstanding any language contained herein to the contrary, LICENSEE shall have no liability or obligation to indemnify COUNTY for any preexisting environmental impairments, liabilities, or conditions or any other environmental impairments, liabilities, or conditions not caused by LICENSEE, its predecessors, employees, agents, invitees, or contractors.

14.4 In consideration of the foregoing, LICENSEE covenants and agrees with COUNTY that during the term of this Agreement or any extension thereof:

14.4.1 LICENSEE, its parent and affiliated or related companies shall not import Product(s) into the Port Everglades Jurisdictional Area by any means other than by water, rail, or truck.

14.4.2 In the event LICENSEE brings into the Port, Product(s) by means other than by water, rail, or truck, this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 20, TERMINATION, herein.

ARTICLE 15

INSURANCE REQUIREMENTS

15.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers' Compensation, Business Automobile Liability and Pollution Liability in the amounts as follows:

15.1.1 Commercial General Liability in the amount of Twenty-Five Million Dollars ($25,000,000.00) combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors, and name Broward County as an additional insured.

15.1.2 Pollution Liability in the minimum amount of Ten Million Dollars ($10,000,000.00) per occurrence.

15.1.3 Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must include: owned vehicles, hired and nonowned vehicles.

15.1.4 Workers' Compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal Workers' Compensation laws.

15.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance and/or letter of Self-Insurance, which provide COUNTY with thirty (30) calendar days' prior written notice of cancellation or nonrenewal. LICENSEE may elect to self-insure (in accordance with Florida law) these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein. LICENSEE shall provide proof that its self-insurance is in compliance with Florida law and all other required documentation as may be requested by COUNTY's Risk Management Department.

15.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty (60) calendar days prior to this Agreement's anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) calendar days of request.

ARTICLE 16

COMPLIANCE WITH LAWS

16.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all federal, state, and local laws, ordinances, rules, and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

16.2 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state, and local law requiring a demonstration of financial responsibility for petroleum terminal facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. LICENSEE shall provide to COUNTY written evidence of its compliance with such financial responsibility requirements or evidence that it is not subject to such requirements.

16.3 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable laws, rules and regulations and keep active, any permits and licenses as required to meet its obligations hereunder.

ARTICLE 17

LICENSE, PERMITS, TAXES

17.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by LICENSEE at Terminal(s) in the Port.

17.2 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 18

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred, or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 19

DEFAULT – REMEDIES

19.1 In the event that one of the parties should default in the performance of its obligations hereunder and such default shall continue to exist or a cure has not been initiated for thirty (30) calendar days after written notice of such default is given (as provided for in Article 8, NOTICE, herein), the nondefaulting party, at its option, may terminate this Agreement.

19.2 In the event that one of the parties should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the nondefaulting party, the nondefaulting party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 20

TERMINATION

20.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 19, DEFAULT – REMEDIES, herein, this Agreement may be terminated by either party at any time for any reason by providing at least one hundred eighty (180) calendar days written notice.

20.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense and at the sole option of COUNTY, shall either:

20.2.1 Remove the Pipeline(s) that are the subject of this Agreement; or

20.2.2 Deactivate and abandon Pipeline(s) and segments thereof, in accordance with specifications approved in writing by COUNTY and in accordance with all applicable federal, state, or local statutes or regulations.

20.3 Such removal or abandonment and deactivation, shall commence within sixty (60) calendar days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal or abandonment, and deactivation, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the Pipeline(s) have not caused contamination of the environment in contravention of any applicable federal, state, or local statutes or regulations. If the environmental assessment indicates that the LICENSEE's use and operation of the Pipeline(s) has caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 21

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes, or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE 22

MISCELLANEOUS

22.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules, or regulations, which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by COUNTY to secure any such bonds.

22.2 Within eighteen (18) months after the Commencement Date of this Agreement, LICENSEE shall, at its expense, provide the COUNTY with a complete set of "as built" plans and locations (using the Florida State Plane Coordinate Grid System and signed/sealed by a State of Florida registered land surveyor) of Pipeline(s), both active and inactive, at the Premises including one (1) set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to COUNTY. Plans will be updated to reflect completion of any additional installation and any alteration of said Pipeline(s). All improvements on the Premises shall be, and remain, free and clear of all liens, claims, and encumbrances whatsoever. During any installation, maintenance, and repair of the Pipeline(s), LICENSEE shall furnish COUNTY with two (2) sets of "as built" plans.

22.3 It is agreed by and between the parties hereto that this Agreement replaces and supersedes all prior agreements, easements and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and COUNTY. The parties hereto acknowledge and agree, that upon the Commencement Date of this Agreement, the existing License Agreement dated June 24, 2008, by and between COUNTY and LICENSEE is hereby terminated.

22.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the city of Fort Lauderdale, the city of Dania Beach, and Broward County (collectively, "Development Orders"). COUNTY

has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

22.4.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document, which is in conflict with the rights granted LICENSEE herein.

22.5 LIMITATION ON EXPANSION OF LIABILITY OR INDEMNITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability or indemnity obligation of the other party as applicable under the terms and conditions of this Agreement.

22.6 AMENDMENTS. Except as otherwise specifically provided herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both parties with the same formality as this Agreement.

22.7 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

22.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall

not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

22.9 THIRD-PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties hereto agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

22.10 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

22.11 CAPTIONS AND HEADINGS. The section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

22.12 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

22.13 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward County, Florida the venue situs, and shall be governed by the laws of the state of Florida.

22.14 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

22.15 LICENSEE's decisions regarding its operations set forth in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Chapter 16-1/2, Broward County Code of Ordinances), national origin, marital status, physical or mental disability, political affiliation, or any other factor, which cannot be lawfully used as a basis for service delivery.

22.16 AUDIT RIGHT AND RETENTION OF RECORDS.

22.16.1 COUNTY shall have the right to audit the books, records, and accounts of LICENSEE that are related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.

22.16.2 LICENSEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to LICENSEE's records, LICENSEE shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by LICENSEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

22.17 SECURITY.

22.17.1 LICENSEE, at its sole cost, shall comply with Section 311.12, Florida Statutes, Seaport Security Standards, and Section 311.125, Florida Statutes, Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for seaports, and shall obtain all necessary security clearances, including criminal background checks for LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to COUNTY's security plan for the Port.

22.17.2 In addition, LICENSEE and COUNTY acknowledge that security measures at Port Everglades may be increased and that such

efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Custom and Border Protection, the United States Coast Guard, the state of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and its employees, representatives, contractors, guests, and invitees.

22.18 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 5 day of April, 2016, and FLORIDA POWER & LIGHT COMPANY, signing by and through its Director Corporate Real Estate duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

8 day of April, 2016

Reviewed and Approved by
Risk Management:

3.16.16
Risk Management Division

CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTRACTS
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Russell J. Morrison (3/16/16)
Senior Assistant County Attorney

RJM/cr/dh
FPL Pipeline Agreement_FINAL
#16-3029.02
03/09/16

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA POWER & LIGHT COMPANY FOR BULK PETROLEUM PRODUCT PIPELINES

LICENSEE

WITNESSES:

By: _____

CHARLES HANTLEY

(Print Name)

By: _____

FLORIDA POWER & LIGHT COMPANY

By: _____

Dean J. Girard Director, Corporate Real Estate

(Print Name & Title)

14th day of March, 2016

By: _____

Michelle M. Kahmann

(Print Name)

ATTEST:

(CORPORATE SEAL)

_____

Corporate Secretary

DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. JET "A" RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25. PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

A PORTION OF PARCEL "A", PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, PAGE 12 TOGETHER WITH A PORTION OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, AS RECORDED IN PLAT BOOK 26, PAGE 6 ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING A STRIP OF LAND 14.00 FEET WIDE LYING 7.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "K;

THENCE SOUTH 01°08'07" EAST ALONG THE WEST LINE OF SAID PARCEL "K", 198.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE NORTH 88°14'56" EAST, 119.04 FEET TO REFERENCE POINT "A" AND THE POINT OF TERMINATION OF SAID CENTER LINE.

TOGETHER WITH:

A STRIP OF LAND 3.00 FEET WIDE LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT SAID REFERENCE POINT "A";

THENCE SOUTH 01°42'32" EAST, 5.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 88°14'56" EAST, 26.72 FEET;

THENCE NORTH 01°17'22" WEST, 132.20 FEET;

THENCE NORTH 44°17'13" EAST, 43.10 FEET;

THENCE NORTH 01°45'27" WEST, 193.81 FEET;

THENCE NORTH 45°26'15" EAST, 119.75 FEET;

THENCE NORTH 88°42'42" EAST, 17.55 FEET;

THENCE NORTH 43°00'08" EAST, 68.42 FEET;

THENCE NORTH 87°56'11" EAST, 151.01 FEET;

THENCE SOUTH 02°01'42" EAST, 83.06 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 4,172 SQUARE FEET (0.096 ACRE), MORE OR LESS.

PROJECT NO.: 0911

REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. JET "A" RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25. PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE NORTH LINE OF PARCEL "A", PORT EVERGLADES PLAT NO. 13, PLAT BOOK 155, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. SAID NORTH LINE BEARS NORTH 87°55'423" EAST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3998

PROJECT NO.: 0911

REVISIONS	DWN	DATE	FB/PG	CHKD
REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR

SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

Exhibit "A"

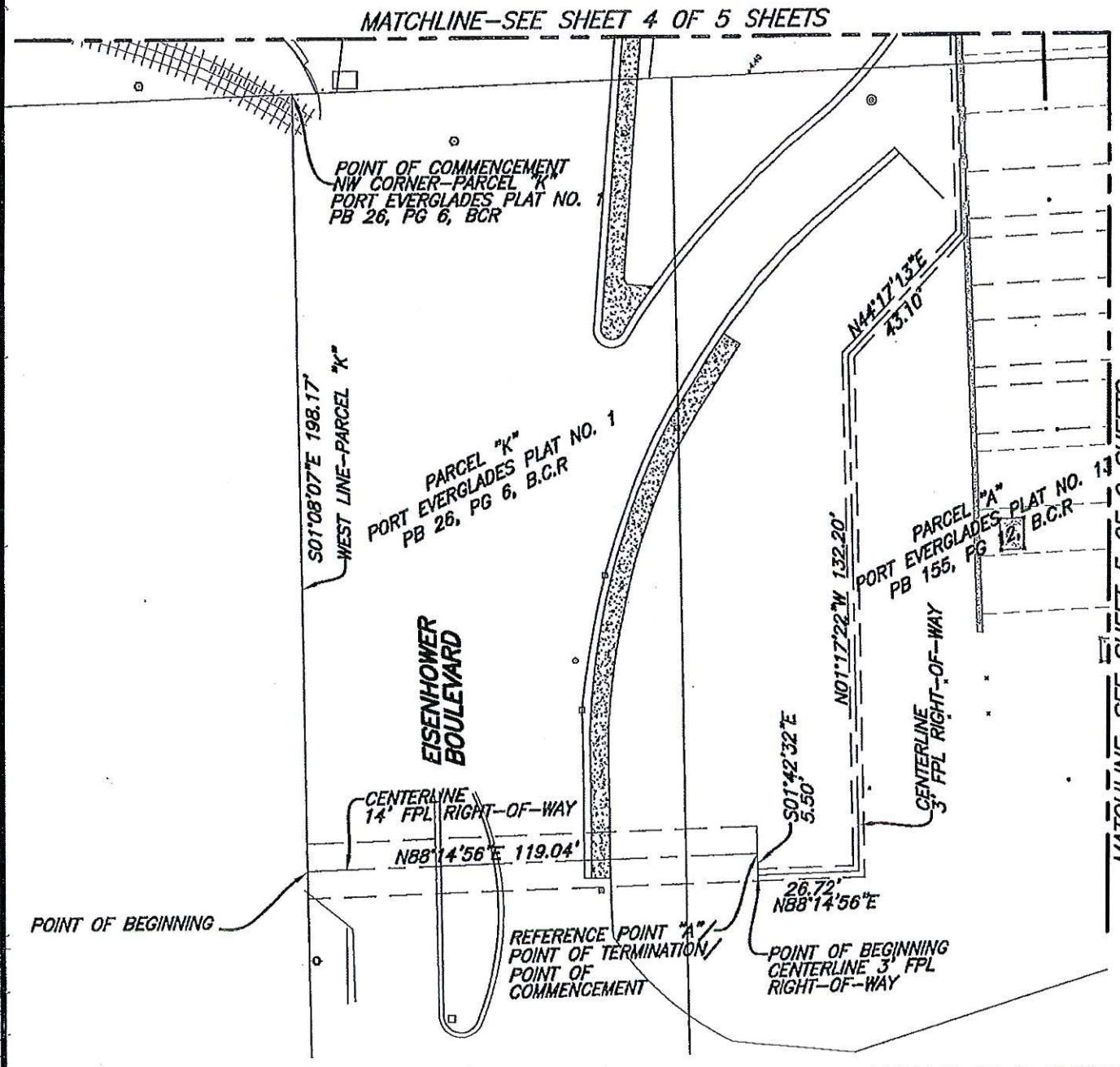
SKETCH OF DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. JET "A" RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25. PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

LEGEND:
ORB =OFFICIAL RECORDS BOOK
PG =PAGE
PB =PLAT BOOK
BCR =BROWARD COUNTY RECORDS

SCALE: 1"=40'



PROJECT NO.: 0911

SHEET 3 OF 5 SHEETS

REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

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Exhibit "A"

SKETCH OF DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. JET "A" RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25, PG 6, BCR AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

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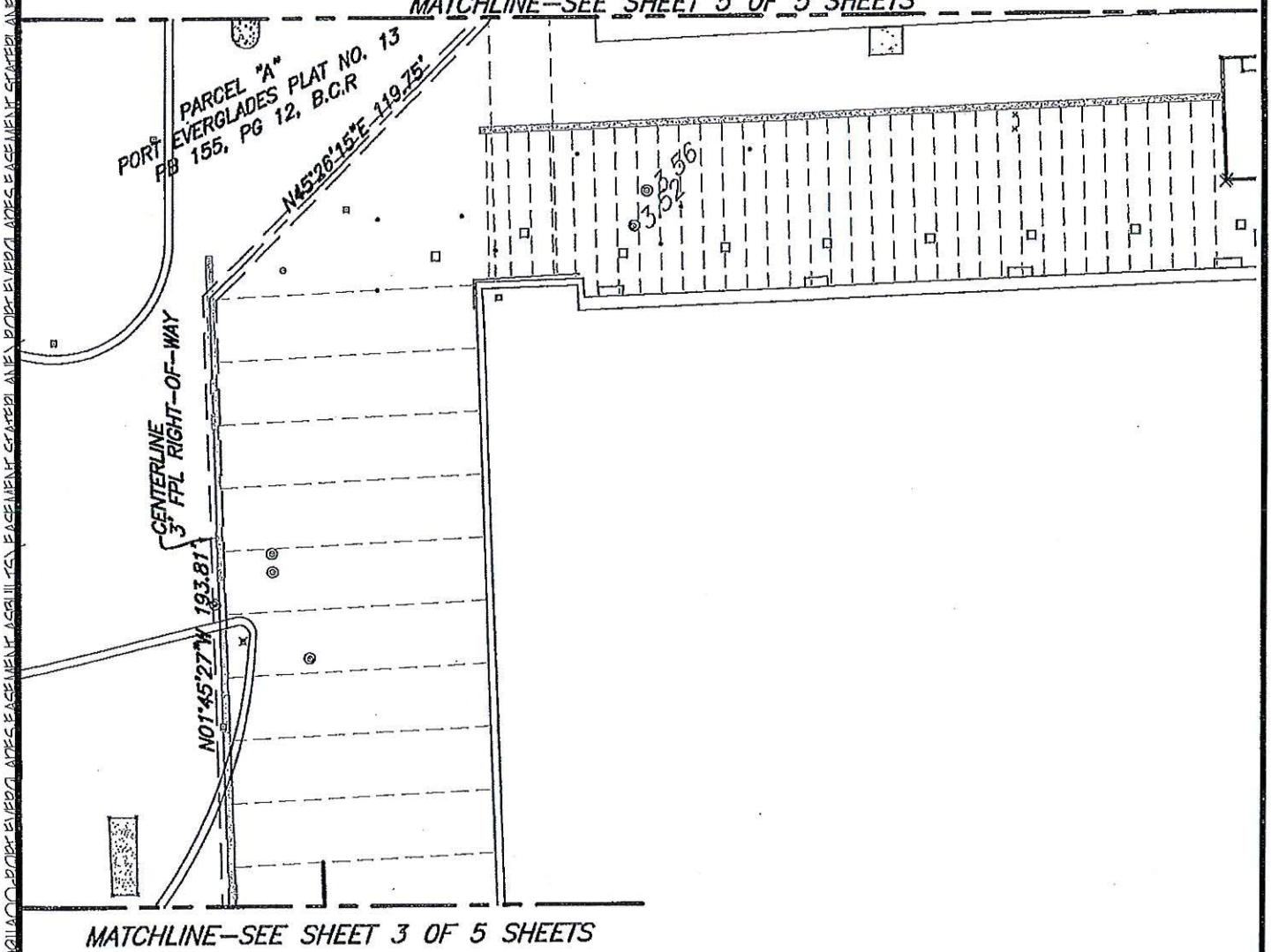

PROJECT NO.: 0911

SHEET 4 OF 5 SHEETS

REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

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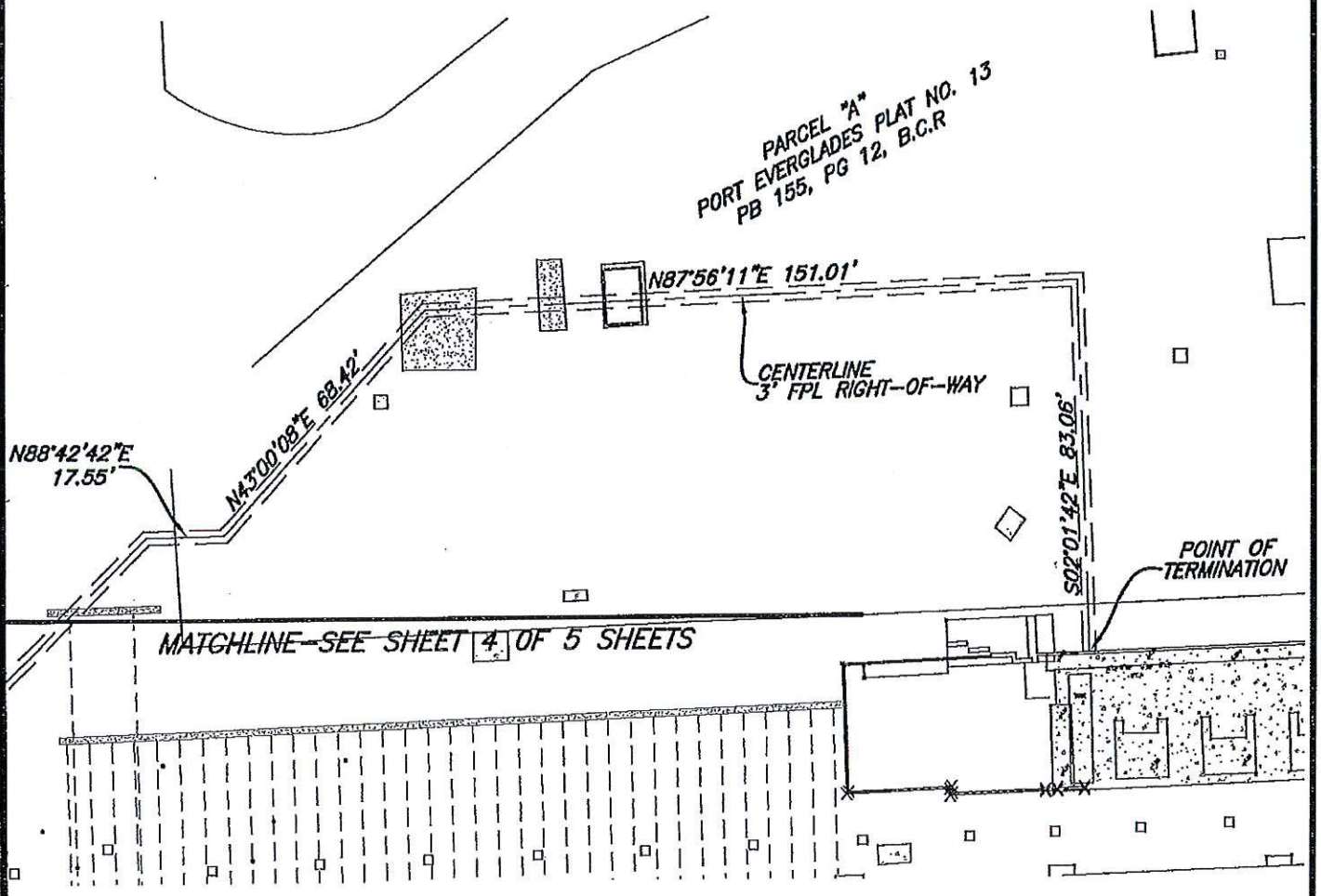

PROJECT NO.: 0911

SHEET 5 OF 5 SHEETS

REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

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Attachment E

License Agreement for ULSD Oil Pipeline (to be attached)

LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, its successors and assigns, hereinafter referred to as "LICENSEE."

WHEREAS, COUNTY owns and operates Port Everglades (the "Port"), a deepwater port, located in Broward County, Florida, having facilities for the receipt and handling of Product(s), including lands suitable for the installation, use, and maintenance of Pipeline(s); and

WHEREAS, COUNTY has incurred and hereafter will continue to incur substantial costs for construction, maintenance, replacement, and repair of facilities essential to accommodate Product(s) receipt, handling, and storage at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deepwater petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate petroleum terminal users at the Port; and

WHEREAS, COUNTY has determined that the covenants of this Agreement are essential in order to justify the expenditures associated with its role in operating the Port; and

WHEREAS, LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port; and

WHEREAS, The parties acknowledge that LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port; including associated cathodic protection equipment on adjacent COUNTY lands; and

WHEREAS, this License Agreement ("Agreement") establishes the terms and conditions relating to the LICENSEE installing and maintaining Pipeline(s) and necessary appurtenances for the transportation of Product(s) within the Port;

NOW THEREFORE, IN CONSIDERATION of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and LICENSEE, intending to be legally bound, hereby agree as follows:

ARTICLE 1

RECITALS

1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.

1.2 For purposes of this Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 22, inclusive. Other terms and conditions included in the attached exhibits and documents are expressly incorporated by reference and made part of this License Agreement.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this Agreement as set forth herein. In the

administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

COUNTY – Broward County, a political subdivision of the state of Florida, through its governing body, the Broward County Board of County Commissioners.

County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

Pipeline(s) – On-site integral piping owned by LICENSEE conveying Product(s), including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within or adjacent to the Premises.

Premises – The land described in Exhibit "A."

Product(s) – Petroleum products, alternate fuels, and fuel blending components.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and nonexclusive right to install, maintain, operate, repair, replace, and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port to provide a backup fuel supply and more particularly described on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any indemnified matters as more fully described in Article 11, INDEMNIFICATION, of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction over the Pipeline(s) or at the request of LICENSEE, all expenses of deactivation, and relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands, or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title nor interest in and to the Premises, described in Exhibit "A," other than the privilege of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE to install, maintain, operate, repair, replace, and remove its Pipeline(s).

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by COUNTY ("Commencement Date") and shall continue for a period of thirty (30) years, thereafter, unless sooner terminated as provided herein.

ARTICLE 6

BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE

6.1 All existing Pipeline(s) shall be maintained in a good state of repair and at their original design depths. Any new or replacement Pipeline(s) shall be laid underground so that there will be not less than thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land and thereafter maintained in a good state of repair. Such installation shall be in accordance with all laws, ordinances, and regulations now or hereafter imposed by all governmental bodies, agencies, or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY and the operator of the railroad facilities at the Port.

6.2 During construction, repair, or replacement of Pipeline(s), after considering actual subsurface conditions and obstacles encountered in the field, LICENSEE may request and be granted minor modifications to the Premises subject to the written approval of the Port Everglades Department. In such cases LICENSEE will provide revised Exhibit(s) to be made a part of this Agreement.

6.3 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement, or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation by LICENSEE or its operation, maintenance, or removal of the

Pipeline(s); LICENSEE shall, at its own expense, replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

6.4 This license is subject to the understanding of the parties that the Pipeline(s) will be installed and maintained below ground. COUNTY expressly reserves the right to continue to use or to allow third parties to use the surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon; provided, that such continued use will not unreasonably interfere with the rights and uses granted LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof.

6.5 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of the Pipeline(s), LICENSEE and COUNTY shall work together to minimize the cost of removal and replacement of any cargo or other materials stored thereon. The cost of such removal and replacement of said cargo or other materials shall be borne by LICENSEE.

6.6 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall not only survive the original installation of the Pipeline(s) or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.7 Except as otherwise provided herein, all brush, trimmings, and other growth cut by LICENSEE, and all earth and other material removed by LICENSEE, shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

6.8 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop, or redevelop utilities, cables, roads, parking areas, pavements, piers, docks, deepwater slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install or develop such improvements shall be given by COUNTY to LICENSEE one (1) year before same shall be made. Any required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure

that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the redevelopment of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning, or removing of its Pipeline(s). COUNTY agrees that such rules, regulations, and policies shall operate in a uniform way with respect to all persons and entities engaged at the Port in the same or a similar class of business and handling the same commodities or materials, as that agreed to be conducted or handled by LICENSEE herein. Such rules, regulations, and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations, and policies upon request of LICENSEE.

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing, and inspection records. All maintenance tests shall be performed in accordance with all applicable local, state, and federal rules and regulations.

7.3 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required, upon reasonable notice to LICENSEE.

7.4 LICENSEE shall comply with all applicable federal, state, and local statutes and administrative rules, and shall follow industry standards as criteria to operate, maintain, and repair the Pipeline(s) to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Broward County's Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Broward County's Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing COUNTY with quarterly written reports detailing cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization, which COUNTY monitors regularly and which provides COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies,

COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines, and policies as may be imposed by COUNTY with reference to placement of cathodic protection systems on COUNTY owned land within the Port.

7.8 LICENSEE shall provide COUNTY with immediate notification of all failures or incidents involving suspected failures of Pipeline(s) followed by a copy of Incident Notification Form and Discharge Report Form concurrent with the State required filing. LICENSEE shall provide COUNTY with copies of all follow-up correspondence with State and COUNTY environmental officials regarding reported failures or incidents and any resulting discharge.

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, LICENSEE shall also contract with an independent inspection and testing company to provide an in-depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to COUNTY and LICENSEE. At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a reoccurrence.

7.10 Information regarding bulk product piping incidents or failures will be analyzed internally by COUNTY, and if necessary, referred to a consultant for further consideration at LICENSEE's expense. Any such consultant selected by COUNTY shall be approved by LICENSEE before being engaged. LICENSEE's approval of the COUNTY's selected consultant shall not be unreasonably withheld.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES:
Attention: Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to LICENSEE shall be addressed to:

FLORIDA POWER & LIGHT COMPANY
Attn: Tim Coron
Right of Way Representative
PO Box 8248
Fort Lauderdale, FL 33340

With a copy mailed to:

FLORIDA POWER & LIGHT COMPANY
Attn: General Counsel
PO Box 14000
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Wholesale Operations
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY
Attn: EMT Contract Administration
700 Universe Boulevard [EMT/JB]
Juno Beach, FL 33408

ARTICLE 9

NONEXCLUSIVE

The privilege provided to LICENSEE in this Agreement shall not be construed as precluding COUNTY from granting like or similar privileges to others, including the right of COUNTY, its grantees or assignees in implementing the use of any such additional licenses, to cross over or under the Pipeline(s) installed by LICENSEE hereunder provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 10

TIME OF ESSENCE - PARTIES RIGHTS CUMULATIVE

Time of performance by the parties of each and every provision, covenant, and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the state of Florida. Failure on the part of a party to promptly exercise any such available right shall not operate, nor be construed to operate, as a waiver or forfeiture of any such right.

ARTICLE 11

INDEMNIFICATION

11.1 LICENSEE agrees to indemnify, defend and hold harmless COUNTY from and against all claims, demands, losses, liabilities and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to COUNTY property arising during the term of this Agreement, to the extent arising from the intentional, negligent, or willful misconduct of LICENSEE, its employees and/or contractors, or from LICENSEE's breach or default under this Agreement. The selection of counsel to defend the COUNTY shall be subject to the prior written approval of COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. The provisions of this Article 11 shall survive the expiration or any other termination of this Agreement.

11.2 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations, which LICENSEE has under this Agreement and shall survive the term of this Agreement.

ARTICLE 12

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

12.1 It is expressly understood and agreed that LICENSEE shall have, and COUNTY grants to LICENSEE, the rights of ingress and egress upon the Premises (as well as the COUNTY's adjacent property, as reasonably required) at all times, for the purpose of operating, installing, repairing, replacing, maintaining, and removing the Pipeline(s).

12.2 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving installing, repairing, replacing, or removing of any Pipeline(s) on the Premises without and until the written approval of Port Everglades Department for such planned work has been given. Such written approval by Port Everglades Department shall not be unreasonably withheld.

12.3 LICENSEE shall obtain all required governmental approvals for such work and shall comply with such other rules and regulations as may be reasonably prescribed

by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's sublessees, employees, invitees, and guests observe these requirements. All reasonable costs associated with the construction and repair of any Pipeline(s), security fence, barrier, access control and monitoring system, including, but not limited to, gates, signs, or locks (keying and rekeying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Pipeline(s) exist on the Premises.

ARTICLE 13

WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF

13.1 LICENSEE shall pay or cause to be paid wharfage on the Product(s) off-loaded by it from vessels or loaded by it on vessels at the Port and transported through the Pipeline(s) as well as additional charges for LICENSEE's use of other available services, facilities, or equipment at the Port as provided for in Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

13.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the Port by water and upon which wharfage charges have already been paid to COUNTY.

13.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged) as amended or revised at the time the gauge is taken. Representatives of the COUNTY may be present when said measurements are taken. LICENSEE agrees to furnish, each time Product(s) is discharged at the Port, a sworn statement that will disclose the volume in barrels and type of Product(s) received or loaded by LICENSEE. LICENSEE agrees to furnish COUNTY with a copy of the Ship's Manifest and related inspector's report for each cargo unloaded or loaded over the wharf of the Port and such other records and data as might reasonably be requested by COUNTY. LICENSEE also hereby gives COUNTY the right, upon not less than three (3) business days' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. The wharfage charges to be paid by LICENSEE to COUNTY shall be promptly paid and be subject to the account receivable policy of the COUNTY, uniformly imposed.

13.4 In making use of the Premises, Port facilities, equipment, or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

13.5 In consideration for the use of rights of way herein and recognizing Port revenues from throughput volumes will be minimal, LICENSEE shall pay (effective on the Commencement Date hereof) COUNTY a starting annual license fee in the sum of Seven Thousand One Hundred Seventeen Dollars ($7,117.00) annually, subject to adjustment as hereinafter provided. This annual license fee is due and payable in advance, without billing, on the first day of each "License Year" (as hereinafter defined) during the term of this Agreement. In addition, LICENSEE shall pay any and all applicable sales taxes on such sum. Payments received by COUNTY more than fifteen (15) calendar days after the due date shall be subject to interest at the rate of eighteen percent (18%) per annum on the unpaid amount. The acceptance by COUNTY of any payment made after the due date shall not be construed as a waiver of any interest due hereunder.

13.6 COUNTY and LICENSEE agree that the license fee established in subparagraph 13.5, above shall be adjusted each and every year ("License Year") over the term hereof commencing on the one (1) year anniversary of the Commencement Date; and on each subsequent annual anniversary of the Commencement Date ("Adjustment Date") thereafter as hereinafter set forth; provided, however, in no event shall annual license fee payments be less than the total annual license fee paid during the preceding License Year.

(1) One each Adjustment Date, the annual license fee shall be increased by the greater of either: (i) the product of the annual amount paid during the immediately preceding License Year, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the annual amount paid during the immediately preceding License Year, multiplied by 1.03. The product of such multiplication shall be the amount of the annual payment to be made during the next succeeding License Year, commencing on the first day of such License Year. Upon determining such adjustment amount, COUNTY shall advise LICENSEE of the new annual adjusted payment and the monthly installment payment amount. In no event shall any adjusted annual amount established pursuant to this subparagraph be less than the total annual rental paid during the immediate prior License Year.

(i) The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the Adjustment Date. The product of the multiplication of the "CPI Multiplier" by the annual license fee for the immediate preceding License Year shall be the adjusted annual license fee amount for the forthcoming License Year.

(ii) The "CPI Index Numbers" are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS-UNITED STATES CITY AVERAGE – ALL ITEMS" (1982-1984=100) ("Consumer Price Index") issued by the Bureau of Labor Statistics, United States Department of Labor. The payment adjustment made based upon the provisions of this article shall be made solely by COUNTY. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Agreement without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency, which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

ARTICLE 14

COVENANTS OF PARTIES

14.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain, and make available for use by LICENSEE, deepwater port facilities that will provide efficient, safe, and useable means for the importation of Product(s) by water. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a violation or breach by COUNTY of its obligations hereunder.

14.2 Facilities having specifications substantially the same as those, which exist at the time of the execution of this Agreement are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this Article.

14.3 Notwithstanding any language contained herein to the contrary, LICENSEE shall have no liability or obligation to indemnify COUNTY for any preexisting environmental impairments, liabilities, or conditions or any other environmental impairments, liabilities, or conditions not caused by LICENSEE, its predecessors, employees, agents, invitees, or contractors.

14.4 In consideration of the foregoing, LICENSEE covenants and agrees with COUNTY that during the term of this Agreement or any extension thereof:

14.4.1 LICENSEE, its parent and affiliated or related companies shall not import Product(s) into the Port Everglades Jurisdictional Area by any means other than by water, rail, or truck.

14.4.2 In the event LICENSEE brings into the Port, Product(s) by means other than by water, rail, or truck, this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 20, TERMINATION, herein.

ARTICLE 15

INSURANCE REQUIREMENTS

15.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers' Compensation, Business Automobile Liability and Pollution Liability in the amounts as follows:

15.1.1 Commercial General Liability in the amount of Twenty-Five Million Dollars ($25,000,000.00) combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors, and name Broward County as an additional insured.

15.1.2 Pollution Liability in the minimum amount of Ten Million Dollars ($10,000,000.00) per occurrence.

15.1.3 Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must include: owned vehicles, hired and nonowned vehicles.

15.1.4 Workers' Compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal Workers' Compensation laws.

15.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance and/or letter of Self-Insurance, which provide COUNTY with thirty (30) calendar days' prior written notice of cancellation or nonrenewal. LICENSEE may elect to self-insure (in accordance with Florida law) these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein. LICENSEE shall provide proof that its self-insurance is in compliance with Florida law and all other required documentation as may be requested by COUNTY's Risk Management Department.

15.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty (60) calendar days prior to this Agreement's anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) calendar days of request.

ARTICLE 16

COMPLIANCE WITH LAWS

16.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all federal, state, and local laws, ordinances, rules, and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

16.2 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state, and local law requiring a demonstration of financial responsibility for petroleum terminal facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. LICENSEE shall provide to COUNTY written evidence of its compliance with such financial responsibility requirements or evidence that it is not subject to such requirements.

16.3 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable laws, rules and regulations and keep active, any permits and licenses as required to meet its obligations hereunder.

ARTICLE 17

LICENSE, PERMITS, TAXES

17.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by LICENSEE at Terminal(s) in the Port.

17.2 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 18

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred, or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 19

DEFAULT – REMEDIES

19.1 In the event that one of the parties should default in the performance of its obligations hereunder and such default shall continue to exist or a cure has not been initiated for thirty (30) calendar days after written notice of such default is given (as provided for in Article 8, NOTICE, herein), the nondefaulting party, at its option, may terminate this Agreement.

19.2 In the event that one of the parties should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the nondefaulting party, the nondefaulting party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 20

TERMINATION

20.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 19, DEFAULT – REMEDIES, herein, this Agreement may be terminated by either party at any time for any reason by providing at least one hundred eighty (180) calendar days written notice.

20.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense and at the sole option of COUNTY, shall either:

20.2.1 Remove the Pipeline(s) that are the subject of this Agreement; or

20.2.2 Deactivate and abandon Pipeline(s) and segments thereof, in accordance with specifications approved in writing by COUNTY and in accordance with all applicable federal, state, or local statutes or regulations.

20.3 Such removal or abandonment and deactivation, shall commence within sixty (60) calendar days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal or abandonment, and deactivation, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the Pipeline(s) have not caused contamination of the environment in contravention of any applicable federal, state, or local statutes or regulations. If the environmental assessment indicates that the LICENSEE's use and operation of the Pipeline(s) has caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 21

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes, or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE 22

MISCELLANEOUS

22.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules, or regulations, which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by COUNTY to secure any such bonds.

22.2 Within eighteen (18) months after the Commencement Date of this Agreement, LICENSEE shall, at its expense, provide the COUNTY with a complete set of "as built" plans and locations (using the Florida State Plane Coordinate Grid System and signed/sealed by a State of Florida registered land surveyor) of Pipeline(s), both active and inactive, at the Premises including one (1) set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to COUNTY. Plans will be updated to reflect completion of any additional installation and any alteration of said Pipeline(s). All improvements on the Premises shall be, and remain, free and clear of all liens, claims, and encumbrances whatsoever. During any installation, maintenance, and repair of the Pipeline(s), LICENSEE shall furnish COUNTY with two (2) sets of "as built" plans.

22.3 It is agreed by and between the parties hereto that this Agreement replaces and supersedes all prior agreements, easements and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and COUNTY. The parties hereto acknowledge and agree, that upon the Commencement Date of this Agreement, the existing License Agreement dated June 24, 2008, by and between COUNTY and LICENSEE is hereby terminated.

22.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the city of Fort Lauderdale, the city of Dania Beach, and Broward County (collectively, "Development Orders"). COUNTY

has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

22.4.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document, which is in conflict with the rights granted LICENSEE herein.

22.5 LIMITATION ON EXPANSION OF LIABILITY OR INDEMNITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability or indemnity obligation of the other party as applicable under the terms and conditions of this Agreement.

22.6 AMENDMENTS. Except as otherwise specifically provided herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both parties with the same formality as this Agreement.

22.7 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

22.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall

not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

22.9 THIRD-PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties hereto agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

22.10 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

22.11 CAPTIONS AND HEADINGS. The section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

22.12 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

22.13 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward County, Florida the venue situs, and shall be governed by the laws of the state of Florida.

22.14 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

22.15 LICENSEE's decisions regarding its operations set forth in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Chapter 16-1/2, Broward County Code of Ordinances), national origin, marital status, physical or mental disability, political affiliation, or any other factor, which cannot be lawfully used as a basis for service delivery.

22.16 AUDIT RIGHT AND RETENTION OF RECORDS.

22.16.1 COUNTY shall have the right to audit the books, records, and accounts of LICENSEE that are related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.

22.16.2 LICENSEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to LICENSEE's records, LICENSEE shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by LICENSEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

22.17 SECURITY.

22.17.1 LICENSEE, at its sole cost, shall comply with Section 311.12, Florida Statutes, Seaport Security Standards, and Section 311.125, Florida Statutes, Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for seaports, and shall obtain all necessary security clearances, including criminal background checks for LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to COUNTY's security plan for the Port.

22.17.2 In addition, LICENSEE and COUNTY acknowledge that security measures at Port Everglades may be increased and that such

efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Custom and Border Protection, the United States Coast Guard, the state of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and its employees, representatives, contractors, guests, and invitees.

22.18 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 5 day of April, 2016, and FLORIDA POWER & LIGHT COMPANY, signing by and through its Director, Corporate Real Estate, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

8 day of April, 2016

Reviewed and Approved by
Risk Management:

3.16.16
Risk Management Division

CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTRACTS
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Russell J. Morrison (3/16/16)
Senior Assistant County Attorney

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

RJM/dh
FPL Pipeline Agreement_2
#16-3029.02
03/11/16

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA POWER & LIGHT COMPANY FOR BULK PETROLEUM PRODUCT PIPELINES

LICENSEE

WITNESSES:

By: _____

CHARLES HARTLEY

(Print Name)

By: Michelle M. Kahmann

Michelle M. Kahmann

(Print Name)

FLORIDA POWER & LIGHT COMPANY

By: _____

Dean J. Girard Director, Corporate Real Estate

(Print Name & Title)

14th day of March, 2016

ATTEST:

(CORPORATE SEAL)

_____

Corporate Secretary

DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. ULSD RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25. PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

A PORTION OF PARCEL "A", PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, PAGE 12 TOGETHER WITH A PORTION OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, AS RECORDED IN PLAT BOOK 26, PAGE 6 ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING A STRIP OF LAND 3.00 FEET WIDE LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "K;

THENCE SOUTH 01°08'07" EAST ALONG THE WEST LINE OF SAID PARCEL "K", 197.02 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 88°47'29" EAST, 117.52 FEET;

THENCE NORTH 01°37'41" WEST, 9.33 FEET;

THENCE NORTH 88°22'35" EAST, 29.96 FEET TO REFERENCE POINT "A";

THENCE CONTINUE NORTH 88°22'35" EAST, 2.97 FEET;

THENCE SOUTH 01°59'22" EAST, 15.07 FEET;

THENCE NORTH 88°22'35" EAST, 141.51 FEET;

THENCE NORTH 00°29'02"WEST, 11.73 FEET;

THENCE NORTH 87°46'13" EAST, 344.40 FEET;

THENCE SOUTH 49°50'15" EAST, 26.91 FEET;

THENCE NORTH 87°44'51"EAST, 415.89 FEET;

THENCE NORTH 02°11'57" WEST, 13.44 FEET;

THENCE NORTH 89°04'04"WEST, 8.62 FEET TO REFERENCE POINT "B" AND THE POINT OF TERMINATION OF SAID CENTERLINE;

PROJECT NO.: 0911

SHEET 1 OF 9 SHEETS

REVISIONS	DWN	DATE	FB/PG	CHKD
REVISED	MDR	03/09/16		MDR
SKETCH OF DESCRIPTION	MDR	01/20/16		MDR

SDA SHAH DROTOS & ASSOCIATES
ENGINEERING
SURVEYING
PLANNING
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. ULSD RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25, PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

TOGETHER WITH:

A 3.00 FOOT WIDE STRIP OF LAND LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "A";

THENCE NORTH 01°28'51" WEST, 4.65 FEET;

THENCE NORTH 87°50'11" EAST, 54.56 FEET;

THENCE NORTH 02°05'17" WEST, 219.29 FEET;

THENCE NORTH 42°55'12" EAST, 24.55 FEET;

THENCE NORTH 02°12'18" WEST, 115.86 FEET;

THENCE NORTH 88°01'44" EAST, 75.39 FEET;

THENCE NORTH 51°22'13" EAST, 21.44 FEET;

THENCE NORTH 88°00'24" EAST, 115.37 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE;

TOGETHER WITH:

A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID REFERENCE POINT "B";

THENCE NORTH 01°13'46" WEST, 24.11 FEET TO REFERENCE POINT "C" AND THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

A PORTION OF SAID PARCEL "A", PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID REFERENCE POINT "C";

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CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

THENCE SOUTH 88°46'14" WEST, 5.93 FEET;

THENCE NORTH 01°13'46" WEST, 8.24 FEET;

THENCE NORTH 88°46'14" EAST, 12.37 FEET;

THENCE SOUTH 01°13'46" EAST, 8.24 FEET;

THENCE SOUTH 88°46'14"WEST, 6.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 5542 SQUARE FEET (0.127 ACRE). MORE OR LESS.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE NORTH LINE OF PARCEL "A", PORT EVERGLADES PLAT NO. 13, PLAT BOOK 155, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. SAID NORTH LINE BEARS NORTH 87°55'423" EAST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3998

PROJECT NO.: 0911

SHEET 3 OF 9 SHEETS

REVISIONS	DWN	DATE	FB/PG	CHKD
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Exhibit "A"

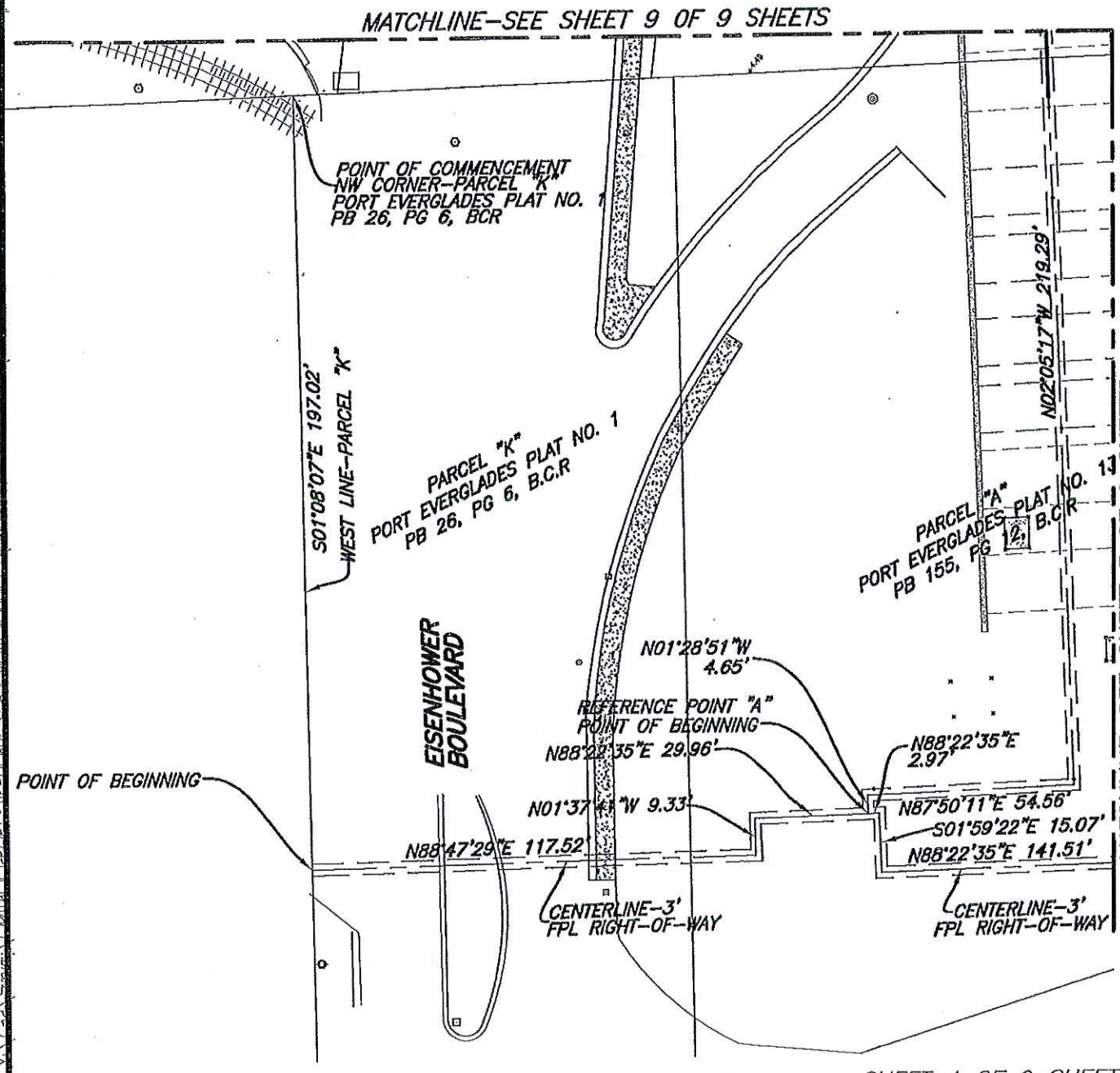
SKETCH OF DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT CO. ULSD RIGHT-OF-WAY

PORTIONS OF PARCEL "K", PORT EVERGLADES PLAT NO. 1, PB 25. PG 6, BCR
AND PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

LEGEND:
ORB =OFFICIAL RECORDS BOOK
PG =PAGE
PB =PLAT BOOK
BCR =BROWARD COUNTY RECORDS

SCALE: 1"=40'



PROJECT NO.: 0911

SHEET 4 OF 9 SHEETS

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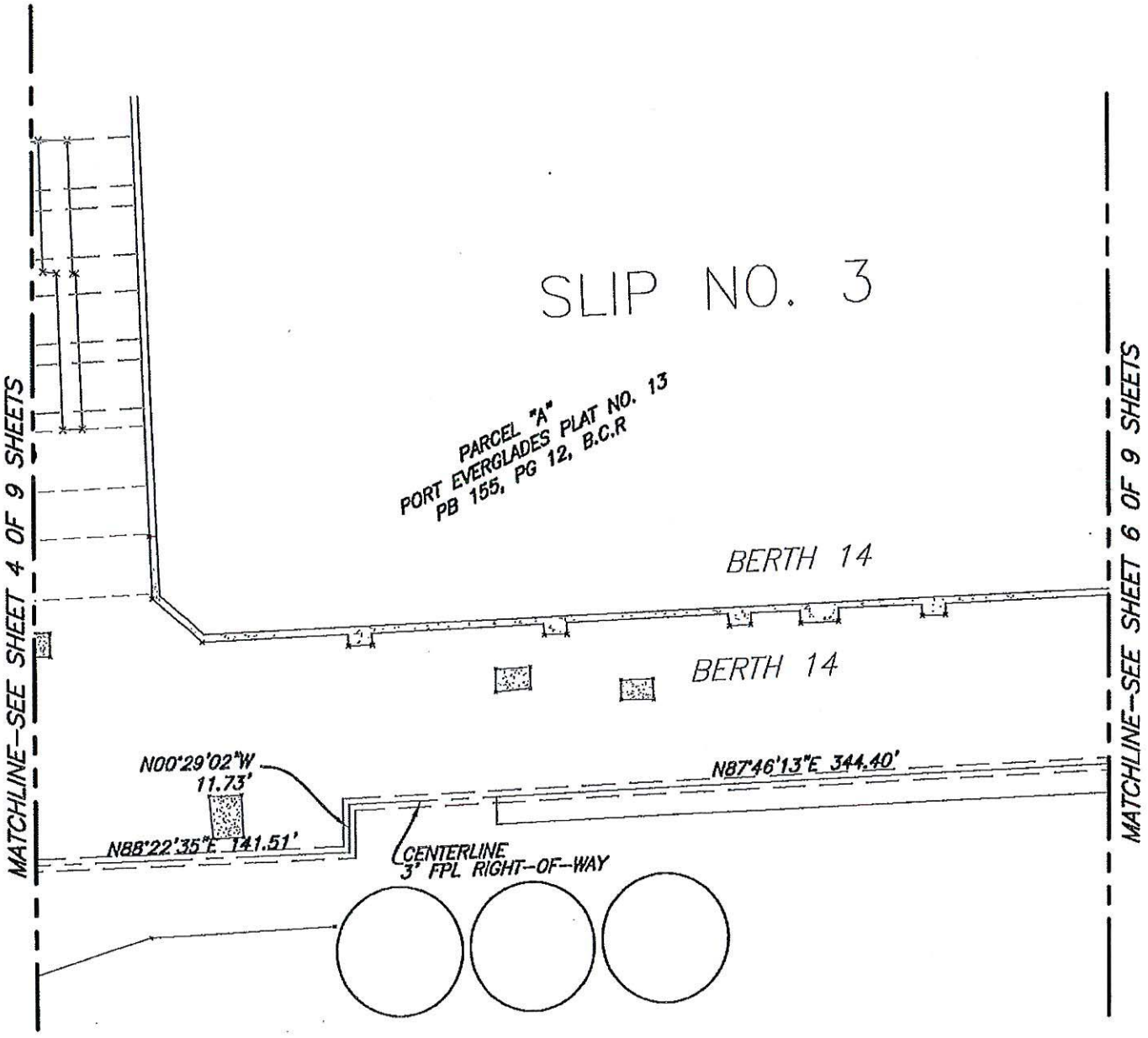

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SHEET 5 OF 9 SHEETS

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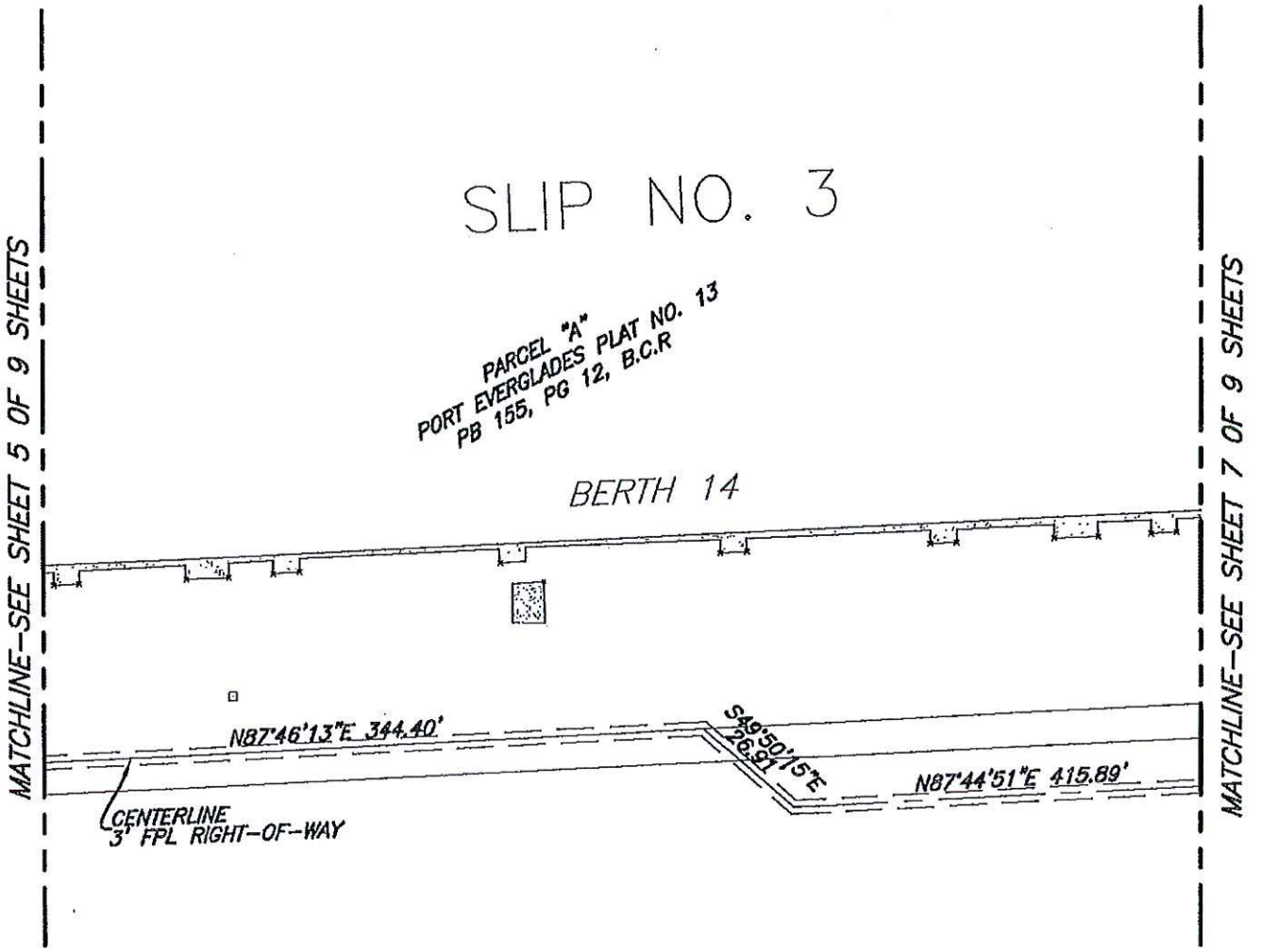

PROJECT NO.: 0911

SHEET 6 OF 9 SHEETS

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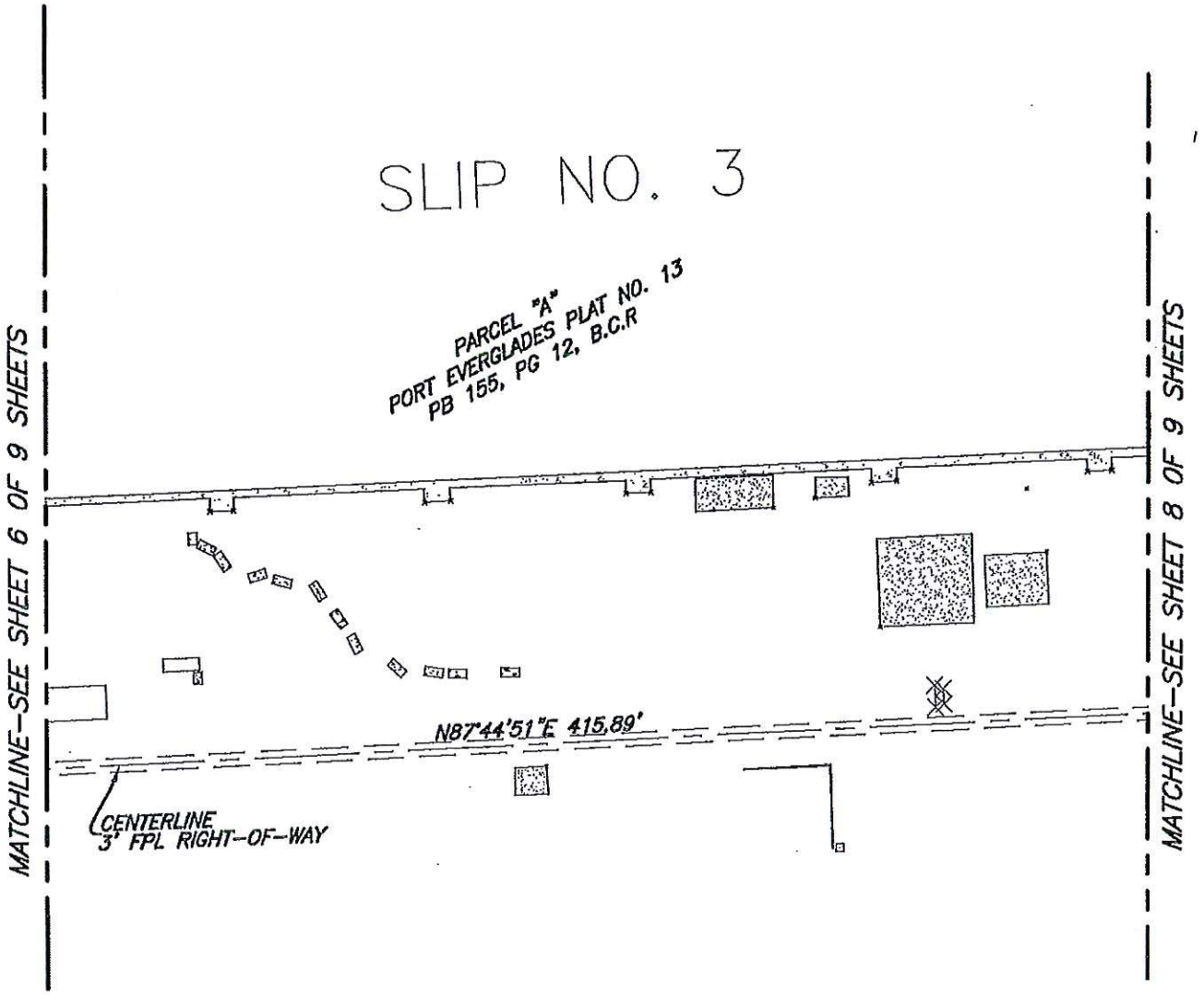

PROJECT NO.: 0911

SHEET 7 OF 9 SHEETS

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Exhibit "A"

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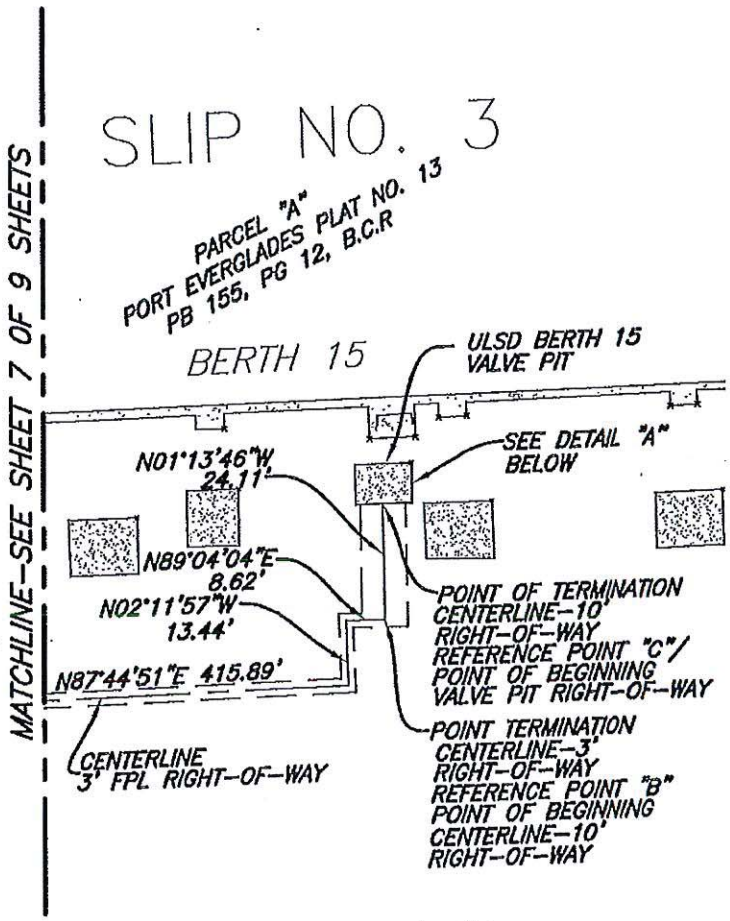

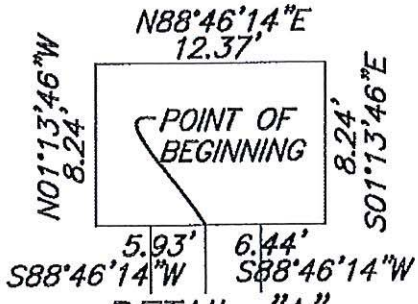

DETAIL "A"
VALVE PIT EASEMENT
NOT TO SCALE

PROJECT NO.: 0911

SHEET 8 OF 9 SHEETS

REVISED	MDR	03/09/16		MDR
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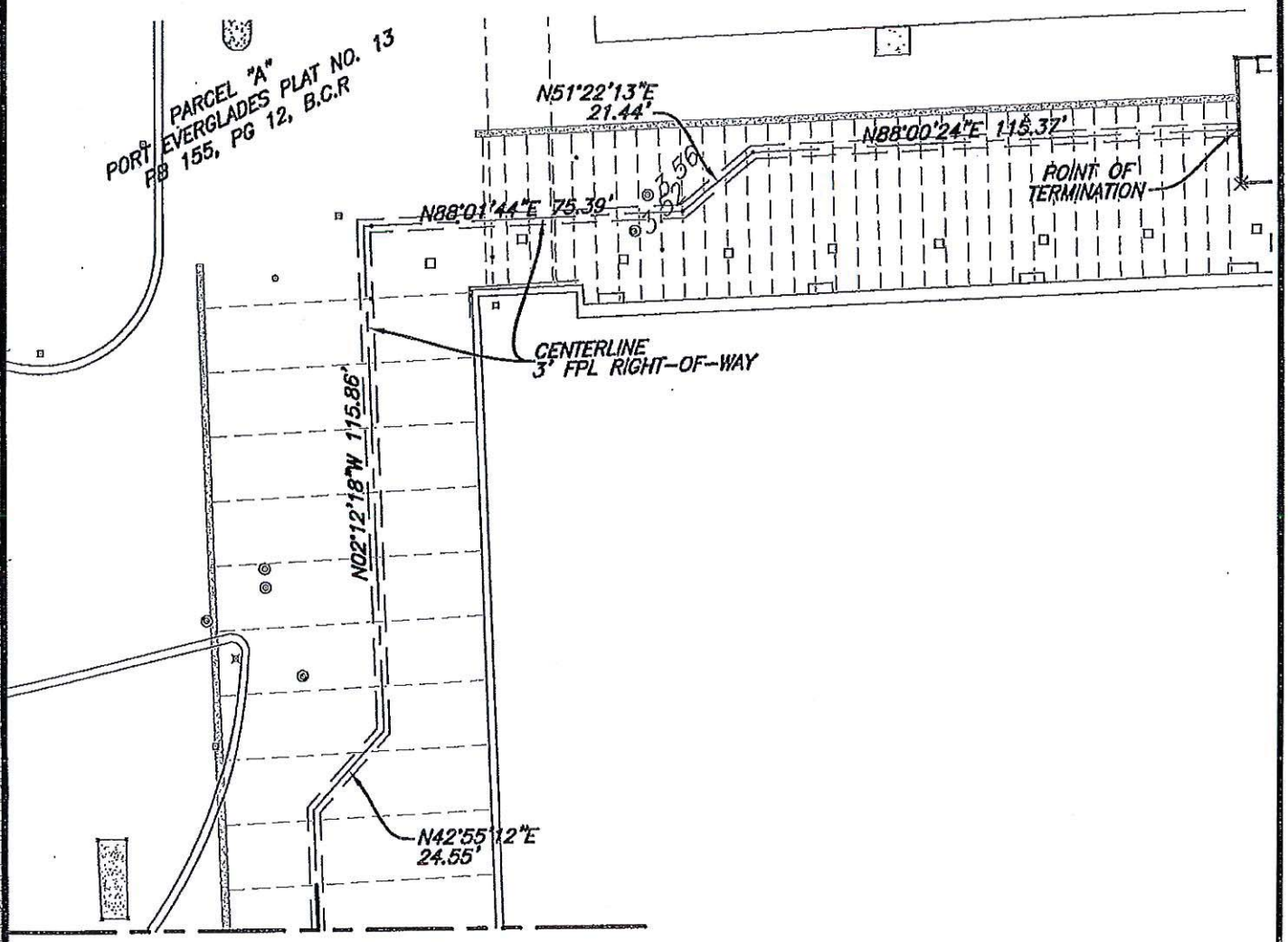

MATCHLINE--SEE SHEET 4 OF 9 SHEETS

PROJECT NO.: 0911

SHEET 9 OF 9 SHEETS

REVISED	MDR	03/09/16		MDR
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Attachment F

License Agreement for Aquatic Organism Return System (to be attached)

Appendix I
NPDES Permit FL0001538 (to be attached)