



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

August 18, 2026

Sent via email

Nate Senn
Florida Department of Environmental Protection
Siting Coordination Office
2600 Blainstone Road, MS 5500
Tallahassee, FL 32399-2400

Subject: FPL Andytown-Oasis Transmission Line Project, TA26-21, Draft
Agency Report

Dear Mr. Senn:

Attached is the South Florida Water Management District's draft Agency Report for the FPL Andytown-Oasis Transmission Line Project.

Please feel free to contact me at (561) 682-2705, or via email at ssunder@sfwmd.gov, should you need assistance regarding this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Simon Sunderland".

Simon Sunderland, P.G.
Bureau Chief – Water Use
Regulation Division
South Florida Water Management District

c: Frank Leblanc, Florida Power & Light Company (via email)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DRAFT AGENCY REPORT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON

FLORIDA POWER & LIGHT COMPANY
Andytown-Oasis Transmission Line Project
Florida Electric Transmission Line Siting Act
Application No. TA26-21

August 18, 2026



Purpose:

Florida Power & Light Company (FPL) is seeking certification of an electric transmission line and proposed corridor known as the Andytown-Oasis Project (Project) pursuant to the Florida Electric Transmission Line Siting Act (TLSA). The TLSA application was filed with the Florida Department of Environmental Protection (FDEP) pursuant to Sections 403.52 through 403.539, Florida Statutes (F.S.), and Chapter 62-17, Part II, Florida Administrative Code (F.A.C.). The TLSA requires the South Florida Water Management District (SFWMD) to prepare an agency report regarding the Project's impact on water resources and other matters within SFWMD's jurisdiction.¹

Project Description:

The Project consists of two new 500-kilovolt (kV) transmission lines and two new 230kV transmission lines as part of a single project, in a single corridor that is planned to be in service by December 2033. The Project's proposed corridor will extend approximately 31 miles through unincorporated Broward and Miami-Dade counties, maximizing co-location with existing linear features to the extent practicable. The Project originates at FPL's existing Andytown substation located in the Town of Southwest Ranches, with a portion of the Project terminating at FPL's planned Oasis substation located in unincorporated Miami-Dade County (MDC), a portion terminating at FPL's existing Levee substation in unincorporated MDC, and a portion terminating at FPL's existing Quarry substation in unincorporated MDC. Approximately 75% of the proposed corridor is co-located with existing transmission line and canal rights of-way. The Project also collocates with the Dade-Broward Levee for approximately 2.7 miles and runs south adjacent to the L-31N canal for approximately 6.6 miles to connect to the Oasis substation. The Proposed Corridor varies in width from approximately 800 feet to 3,400 feet. However, the maximum anticipated width of the right-of-way will be approximately 410 feet. Eleven access-only corridor laterals are proposed for access to the Project's corridor.

The need determination for the transmission lines was based on FPL's forecast that by 2033, the summer load peak in the South Region, an area that includes MDC, will be approximately 7,200 megawatts. Transmission assessment studies conducted by FPL in 2024 identified potential system limitations that will require reliability improvements to effectively distribute power into the major load centers in MDC. The studies also identified that by 2033, the load to generation imbalance in the South Region will have continued to grow, and the system would benefit from an increase in transfer capability into the area. Currently, power transfer capabilities under several contingency scenarios, such as generation unavailability and loss of the existing 500kV transmission lines, are limited. The Project will address several of these system reliability deficiencies and provide an additional resilient path from Broward County to MDC. FPL evaluated multiple transmission alternatives for meeting this identified need, which resulted in the selection of the Project as the most cost-effective and efficient means to: (a) improve reliability for FPL customers in MDC; (b) increase power transfer capabilities of the transmission network by providing an additional resilient 500kV circuit between Broward County and MDC; (c) relieve

¹ Subsection 403.526(2)(a), Florida Statutes.

potential overloads and low voltage conditions under contingency events; and (d) reduce line loading on existing transmission circuits.

The transmission lines would use portions of FPL's existing right-of-way and would require additional right-of-way acquisition to address the anticipated reliability limitations concern beginning in 2033. The Florida Public Service Commission also affirmed that the Andytown, Levee, Quarry, and planned Oasis substations are the appropriate starting and ending points of the Project. The Andytown substation has multiple transmission lines importing power from other areas of the FPL system, making it the closest strong source of power outside MDC. In addition, the Quarry substation is connected to generation outside MDC, making it a strong source of power in the northern part of MDC. Furthermore, Levee, Quarry and (planned) Oasis are major transmission substations that are connected to the major load centers in MDC. The Project is the most cost-effective system alternative to meet the identified transmission reliability need, taking into account the demand for electricity, enhancing electric system reliability and integrity, and addressing the need for abundant, low-cost electrical energy to assure the economic well-being of the citizens of this state. Furthermore, the Project meets area load requirements by serving existing customers and potential future industrial, commercial and residential load, as well as current and planned generation expansion in MDC, while maximizing system reliability and minimizing cost to customers.

The Project will be constructed using monopole and H-frame self-supported structures. Where engineering considerations require, the poles may require guy wires. The aerial overhead transmission lines will have three phases and optical ground wires/overhead ground wires, which can also be used for communications. Structures will either be spun concrete or steel, with typical variable heights ranging from 90 to 199 feet above ground surface. Monopoles will be approximately 3 to 6 feet in diameter, and foundations will be either direct embedded or augured, cast-in-place concrete varying in width from 4 to 9 feet for steel structures. Structure spans will typically vary from 450 to 1,320 feet, depending on physical features and site conditions along the right-of-way. Transmission line conductor vertical clearances will vary along the length of the transmission line. In all instances the transmission line will comply with the applicable requirements in the National Electrical Safety Code (Institute of Electrical and Electronics Engineers, Incorporated, 2023 Edition) and the safety standards adopted by the FPSC pursuant to Section 366.04(6), F.S. Clearance will also be provided for operational requirements of regulatory agencies, where necessary, such as over county and Florida Department of Transportation roads and SFWMD canals and levees.

Statutory Basis:

Pursuant to the TSLA, water management districts are identified as an "affected agency" that must participate in the review process. Water management districts are required to prepare a report as to matters within their jurisdiction, including but not limited to, the impact of the proposed electrical transmission lines on water resources, regional water supply planning, and district-owned lands and works.

SFWMD is an affected agency having jurisdiction and proprietary land interests. Because the certification constitutes the sole license of the state and no other state, regional, and local permits or review process are required (including SFWMD Consumptive Use Permits (CUP), Environmental Resource Permits (ERP), and Right-of-Way (ROW) Occupancy Permit processes), the site certification process is the only opportunity that SFWMD will have to review and propose conditions for the proposed project prior to certification that will be in effect for the life of the project. SFWMD is also one of several formal parties to the current Division of Administrative Hearings (DOAH) proceeding.

Matters within SFWMD Jurisdiction:

In accordance with TSLA, an agency report must address the proposed project's compliance with non-procedural requirements within SFWMD jurisdiction, recommends approval or denial of the proposed project, and proposes conditions of certification on matters within the jurisdiction of SFWMD.²

SFWMD is a regional governmental agency that oversees the water resources in the southern half of Florida, including all or part of 16 counties from Orlando to the Florida Keys serving a population of more than 9 million residents. The SFWMD mission is to safeguard and restore South Florida's water resources and ecosystems, protect our communities from flooding, and meet the region's water needs while connecting with the public and stakeholders. SFWMD has broad responsibilities regarding water resources under Florida's Water Resources Act, Chapter 373, F.S., as described below.

Protecting and Conserving Water Supplies

Part II of Chapter 373, F.S., provides water management districts with the exclusive authority for regulating the consumptive use of water. Chapter 373, F.S., enables and directs SFWMD to regulate the use of water within its jurisdictional boundaries. The purpose of the water use regulatory program is to ensure water uses permitted by SFWMD are reasonable-beneficial, will not interfere with any presently existing legal uses of water, and are consistent with the public interest. Consumptive use of water is broadly defined as any use of water that reduces the supply from which it is withdrawn or diverted, as prescribed in Part II of Chapter 373, F.S.

SFWMD has adopted rules for regulating the consumptive use of water, which are set forth in Chapters 40E-2 and 40E-20, F.A.C. The *Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District* (CUP Applicant's Handbook) (SFWMD 2025) is incorporated by reference into Chapter 40E-2, F.A.C. The objective of the CUP Applicant's Handbook is to further specify the conditions for issuance used by SFWMD for review and agency action on CUP applications. Rule 40E-2.011, F.A.C., states that "[i]t is the policy of the District to control all water uses within its boundaries, pursuant to the provisions of Chapter 373, Florida Statutes, and Chapter 62-40 and Title 40E, F.A.C." A CUP, if issued by SFWMD, authorizes the withdrawal of water from surface and groundwater supplies for reasonable and beneficial uses. A

² Section 403.526, Florida Statutes.

CUP does not convey to the permittee any property rights nor any privileges other than those specified in the permit.

SFWMD uses several criteria contained in the CUP Applicant's Handbook for water resource protection. Three mechanisms to protect water resources and water supplies for natural systems from consumptive uses, which are particularly relevant in this matter, include: (1) Minimum Flows and Levels (MFLs); (2) Water Reservations; and (3) Restricted Allocation Areas.

SFWMD has adopted rules for dealing with water shortages effectively and in an equitable manner. Rules related to water shortages are set forth in Chapter 40E-21, F.A.C., and contains the District Water Shortage Plan. SFWMD's Water Shortage Plan limits water use during times of short supply and applies to all water users, including those exempt from permitting under Rule 40E-2.051, F.A.C. Pursuant to the Water Shortage Plan, restrictions apply to potable water provided by water utilities; however, it does not apply to uses whose source of water is limited solely to treated effluent or seawater.

Surface Water Management and Wetland Resource Regulation

Part IV of Chapter 373, F.S., regulates the management and storage of water and the impacts to wetlands and other surface waters through the issuance of ERPs. There is an Operating Agreement between DEP and SFWMD concerning the division of responsibilities for ERPs. In accordance with the Operating Agreement, DEP is responsible for conducting the ERP review and final agency action for power plants, electric distribution and transmission lines, and other facilities related to production, transmission, and distribution of electricity. DEP seeks comments and suggestions from SFWMD as part of their review of ERP applications.

Flood Protection and Works of the SFWMD

SFWMD is responsible for the routine and emergency operations and maintenance of Works of the District, including the Central and Southern Florida Flood Control (C&SF) Project for which SFWMD is the non-federal sponsor. Initially authorized by Congress in the Flood Control Act of 1948 and built by the U.S. Army Corps of Engineers (USACE) in the 1950s and 1960s, the C&SF Project is one of the world's largest water management systems. The C&SF Project includes 2,200 miles of canals, 2,100 miles of levees, 84 pump stations, and 778 water control structures. This primary system of canals and natural waterways connects to community drainage districts and hundreds of smaller neighborhood systems to effectively manage floodwater during heavy rain. Pursuant to section 373.1501, F.S., as the local sponsor for the C&SF Project, SFWMD is required to exercise its authority to allocate quantities of water for water supply in relation to the C&SF Project and is responsible for allocating water and assigning priorities among the other water users served by the project pursuant to state law.

SFWMD works, which include but are not limited to canals, levees, structures, water bodies, and other associated facilities, were constructed for the purpose of providing drainage and flood protection as part of the C&SF Project. These works were constructed on lands within SFWMD ROWs. SFWMD holds a proprietary interest with respect to these works and their associated lands and is responsible for its land holdings and its obligations to operate and maintain the C&SF Project as the local sponsor of the federal project. Due to the critical importance of works and lands of SFWMD in providing flood protection and other benefits, it is essential that SFWMD

assess a proposed project to ensure SFWMD retains complete control over the use of such works and lands.

SFWMD Real Property Interests

SFWMD has proprietary interests in real property for drainage, flood protection, water supply, conservation, ecosystem restoration, mitigation banking, and management of recreational areas to effectuate its role as the local sponsor for the C&SF Project and its obligations under Chapter 373, F.S. SFWMD rights-of-way (ROW), Works of the District and any property interest evidenced by being recorded in the public records are collectively referred to as “SFWMD real property interests” in this agency report. SFWMD proposes conditions of certification as a landowner to protect its proprietary interests in real property and to regulate others’ use of its Rights-of-Way as described in the “Criteria Manual for Use of Works of the District” (Chapter 40E-6, F.A.C., Works or Lands of the District).

Ecosystem Restoration and Water Quality Improvement

CERP was authorized under Title VI, Section 601 of the 2000 Water Resources Development Act (WRDA). CERP provides a framework and guide to restore, protect, and preserve the water resources of central and southern Florida, including the Everglades. It centers on an update of the C&SF Project. The goal of CERP is to capture fresh water that now flows unused to the ocean and the gulf and redirect it to areas that need it most. Most of the water made available by CERP will be reserved by SFWMD for the natural system to achieve the respective restoration goals; however, the remaining water will benefit water users by enhancing water supplies for south Florida.

The Everglades Restoration Investment Act establishes a full and equal partnership between the state and federal governments for the implementation of CERP.³

Authorized CERP projects within the proximity of the Project are the Central Everglades Planning Project, specifically the CEPP South Phase (CEPP South); and the Broward County Water Preserve Area (BCWPA). The purposes of these CERP projects are to restore, protect, and preserve the greater Everglades ecosystem.

In addition to the above authorized CERP projects, there are active CERP studies underway for the purpose of getting the projects authorized by Congress. The following CERP studies and planning activities that are in the vicinity of, or intersecting, the corridor footprint are the Southern Everglades Restoration Study (Southern Everglades) and the Biscayne Bay Southeastern Everglades Ecosystem (BBSEER) Project.

Southern Everglades:

The Southern Everglades study includes portions of two CERP Yellow Book Components and the Southeastern Everglades National Park (ENP) area that focus on seepage management in western Miami-Dade County. Seepage management will improve the quantity, quality, timing, and distribution of freshwater in ENP and Florida Bay. One of the components this study focuses on

³ Section 373.470, Florida Statutes.

is the Dade-Broward Levee Seepage Management Areas. This component will improve the levee and associated water conveyance system to reduce seepage losses to the east and improve the quality of the Pennsuco Wetlands and southeastern portion of WCA-3B. This component is in the vicinity of the proposed corridor.

The Southern Everglades project will provide substantial amounts of freshwater to improve the quantity, timing, and distribution of freshwater in the Greater Everglades and Everglades National Park wetlands, and Florida Bay. Please be advised that currently the Southern Everglades Project team has received comments from the Project Delivery Team on the final array of alternatives and alternative evaluation comparison, and has made a recommendation regarding the preliminary Tentatively Selected Plan (TSP). The draft Project Implementation Report and NEPA document is expected to be released in February 2027.

BBSEER:

The Purpose of the BBSEER Project is to improve the quantity, quality, timing and distribution of freshwater to estuarine and nearshore subtidal areas, including mangrove and seagrass areas, of Biscayne Bay, Biscayne National Park, Card Sound, Barnes Sound and Manatee Bay. The BBSEER project will also seek to improve hydroperiods and freshwater marsh habitat in the Model Lands and Southern Glades, to re-establish hydrological and ecological connectivity between these areas and to improve the resiliency of these important marsh and coastal habitats to future sea level change. The BBSEER planning objectives are as follows:

- Improve quantity, timing, and distribution of freshwater to estuarine and nearshore subtidal areas, including mangrove and seagrass areas (500-meter zone);
- Restore freshwater depths, hydroperiods, and flows for dry and wet seasons in terrestrial wetlands;
- Restore connectivity and habitat gradients in areas compartmentalized by federal and state canal systems in Southern Everglades, Model Lands, Biscayne Bay Coastal Wetlands; and
- Increase and restore ecological resilience in coastal habitats in southeastern Miami-Dade County.

Currently, the BBSEER Project Team is working to complete the Tentatively Selected Plan Milestone in September 2026 and will produce a technical document regarding the analyses of the project (completed to date) in early 2027.

SFWMD, as the local sponsor for CERP projects, must ensure CERP projects can be implemented in accordance with a project's Project Implementation Report (PIR), Project Partnership Agreement (PPA) for a project, the Master Agreement between the United States Army Corps of Engineers and SFWMD (Master Agreement) (2009), the Chief's Report for a project, and Congress's authorization for the project via the applicable WRDA. SFWMD proposes conditions of certification to ensure its responsibility is met.

In addition to SFWMD's role in CERP, SFWMD has shared jurisdiction as the local sponsor in other ecosystem restoration projects, some of which are designed to complement CERP projects.

Staff Recommendation:

The SFWMD reviewed the application for the Project as to the impact on water resources and other matters within its jurisdiction. Based on the information contained in the original application and the additional submittals and assuming compliance with the SFWMD proposed certification conditions, SFWMD recommends certification of the Project, subject to the applicable conditions of certification, included as Exhibit A, required by Chapter 373 of the Florida Statute, and its corresponding rules.

SFWMD requests that the DEP Siting Coordination Office (SCO) incorporate the following proposed conditions of certification on matters within the jurisdiction of SFWMD into the SCO Project Analysis for the Project. If FPL submits any supplemental information required by certain proposed certification conditions prior to the Certification hearing on this Project (or issuance of a Final Certification Order by the Secretary of DEP or the Siting Board), SFWMD requests that it be able to review the submittal for compliance with the appropriate SFWMD rules. If revisions are necessary, SFWMD staff will provide DEP SCO with a revised set of proposed conditions of certification that reflect the results of SFWMD review of the additional information.

Exhibit A

**SFWMD Proposed Conditions of Certification
FPL Andytown-Oasis Transmission Line Project
Transmission Line Siting Application TA26-21**

I. SOUTH FLORIDA WATER MANAGEMENT DISTRICT

A. General

For purposes of these conditions of certification, “SFWMD real property interests” is defined as SFWMD rights-of-way, Works of the District, and any property interest evidenced by being recorded in the public records.

1. “Licensee” as used herein includes Licensee’s employees, contractors, subcontractors, invitees, authorized representatives, affiliates, parent, subsidiaries, and/or anyone acting on Licensee’s behalf.

2. If this Certification is transferred from the Licensee to another party, the Licensee from whom the Certification is transferred shall remain liable for corrective actions that may be required as a result of any violations that occurred prior to the transfer.

[Sections 373.044, 373.085, 373.223, 373.342, and 373.413, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, 40E-3.101(1), and 40E-6.351, F.A.C.]

3. This project must be constructed, operated, and maintained in compliance with and meet all non-procedural requirements and criteria set forth in Chapter 373, F.S., and Chapters 40E-2 (Consumptive Use), 40E-6 (Works or Lands of the District), and 40E-20 (General Water Use Permits), F.A.C.

4. It is the responsibility of the Licensee to avoid or minimize and mitigate any impacts to the water resources, SFWMD routine and/or emergency operations or maintenance, or SFWMD’s existing and planned projects within its rights-of-way and property interests during the construction, operation, and maintenance of the project in accordance with these conditions of certification.

[Chapter 373, F.S.; Rules 40E-2.091, 40E-2.381, and 40E-6, F.A.C.]

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

[Sections 373.309, 373.413, and 373.416, F.S.; Rule 40E-6.381, F.A.C.]

6. Information submitted to SFWMD subsequent to Certification, in compliance with these Conditions of Certification, shall be for the purpose of SFWMD determining the Licensee’s compliance with the non-procedural criteria contained in Chapter 373, F.S., Chapters 40E-2, 40E-6, and 40E-20, F.A.C., as applicable prior to the commencement of the subject construction, operation, and/or maintenance activity covered by these Conditions of Certification.

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

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

[Sections 373.223, 373.319, and 373.603, F.S.; Rules 40E-2.091, 40E-2.301, 40E-2.381, 40E-6.501, F.A.C.; Section 403.514, F.S.]

8. It is understood that the Licensee and SFWMD shall strive to resolve disputes by mutual agreement. However, SFWMD retains its right to seek any and all available

relief under Florida law for the protection of the water resources, health, safety, and welfare of persons and property within its jurisdictional boundaries.

[Sections 373.044, 373.085, 373.113, 373.129, 373.413 and 373.429, F.S.; Rules 40E-1.601, 40E-4.331, 40E-6.331, and 40E-6.341, F.A.C.]

9. With concurrence from DEP, SFWMD and the Licensee may jointly agree to vary the informational requirements.

[Sections 373.085 and 373.229, F.S.; Rules 40E-2.101(1) and 40E-6.101(1), F.A.C.]

10. Licensee shall maintain the status (exempt from public disclosure) in a confidential manner of any documents received from SFWMD, including communications systems and building plans, blueprints, schematic drawings, and diagrams, in preliminary draft and final formats, which depict the internal layout and structural elements of a building or water structure, or other SFWMD facilities, owned and operated by SFWMD, which are exempt from the Public Records law, unless required to disclose such documents pursuant to Section 119.071(3)(b)3., F.S., as also agreed to in an executed Confidentiality Agreement, the form of which shall be the same as Attachment V. All such documents exempt from public disclosure shall be listed as an exhibit to the Confidentiality Agreement and clearly marked as "EXEMPT" by SFWMD before delivery to Licensee.

11. Indemnification / Insurance

Licensee shall also be responsible for the following:

a. For good and valuable consideration received, and to the fullest extent permitted by law, Licensee agrees to defend, indemnify, and hold harmless SFWMD, its Board members, Directors, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, suits, loss, including, but not limited to, bodily injury, death, and property damage and all other damage, including reasonable attorneys' fees and costs, sustained by the SFWMD Entities to the extent caused by or arising from Licensee's and its agents' (which includes Licensee's officers, employees, contractors, subcontractors, agents, representatives, and invitees) planning, engineering, design, construction, alteration, operation, maintenance, removal, abandonment of facilities on, activities upon and access over SFWMD real property interests or activities undertaken under this Certification (including post certification reviews, amendments or modifications, collectively the "Certification") unless Licensee can establish that the damages were attributable solely to the negligent or willful actions of one or more Indemnified Parties or third parties other than Licensee and its agents. SFWMD shall have the right to approve, in SFWMD's reasonable discretion, Licensee's legal counsel in connection with this indemnity.

b. Licensee shall obtain and maintain in full force through self-insurance as further set forth herein during the period that the Licensee or its agents access SFWMD real property interests, undertake activities under this Certification, and six months thereafter. Such coverage shall include but not be less than:

i. Licensee shall certify to SFWMD initially, and in subsequent years, in the form of an affidavit or letter (Attachment T) that Licensee is self-insured up to

\$3,000,000 for commercial general liability insurance coverage as set forth in subsection (ii) below, and shall provide an additional \$7,000,000 in commercial general liability insurance coverage as set forth in subsection (ii) below by independent insurance for a total of \$10,000,000 coverage per occurrence and in the aggregate, and worker's compensation insurance coverage as set forth in subsection (iii) below. Licensee shall submit to SFWMD an audited financial statement to support its affidavit or letter of self-insurance and certificate as evidence of Licensee's financial ability to comply with the conditions stated herein. In the event that audited financial statement discloses Licensee's financial inability to comply with such conditions, SFWMD may require independent insurance coverage in lieu of the coverage described herein.

ii. Commercial General Liability Insurance against claims for bodily injury, death, or property damage arising out of or in any way related to or resulting from Licensee or its agents (including, but not limited to, its contractors, subcontractors, agents, representatives, and invitees) access over or adjacent to SFWMD right-of-way, Works of the District or real property interests recorded in the public records, interference with SFWMD communication systems, or activities undertaken under this Certification, including planning, engineering, design, construction, operation, and maintenance of facilities, endorsed to include premises-operations, completed operations-products, independent contractors, pollution, explosion, collapse and underground property damage hazards, liability imposed under the terms and conditions of this Certification (including covering Licensee's indemnity obligations), broad form property damage, and fire liability coverage with a combined single limit of \$10,000,000 per occurrence and \$10,000,000 in the aggregate. Licensee may self-insure the first \$3,000,000 of coverage, provided that Licensee assumes the defense obligations of the insurer providing insurance pursuant to this paragraph for all lawsuits or claims against SFWMD. This obligation to defend SFWMD and its agents shall begin immediately upon the filing of any lawsuit or claim that would be defended by the insurance required hereunder and continue until such time as the self-insured retention has been met or the insurance required hereunder provides a defense to SFWMD and its agents.

iii. Workers compensation insurance covering all

persons employed by Licensee or its contractors in accordance with statutory benefits. Licensee may self-insure the coverage as it is a qualified self-insurer in the state of Florida in accordance with applicable law.

c. Independent insurance shall be written by companies reasonably acceptable to SFWMD. The Commercial General Liability Policy shall name SFWMD and its agents as additional insureds and shall include a waiver of subrogation in favor of SFWMD and its agents. All insurance, including self-insurance, shall be primary to any liability or property insurance or self-insurance carried by the SFWMD or its agents and shall also provide that any loss otherwise payable shall be payable notwithstanding any act or omission of SFWMD or its agents which might, absent such provision, result in a forfeiture of all or a part of such insurance payment. Licensee shall furnish to SFWMD Certificates of Insurance (or certified copies of all insurance coverage, if requested) prior to Licensee entry upon SFWMD real property interests.

d. All insurance coverage required by or provided to Licensee by its agents engaged by Licensee under this Certification shall be extended to the SFWMD and its agents with the same protection and insurance coverages required by and afforded to Licensee. Licensee shall require that its agents include SFWMD and its agents as additional insureds on all such insurance. Licensee shall furnish to SFWMD Certificates of Insurance (or certified copies of all insurance coverage, if requested) of its agents prior to Licensee's agents entry upon SFWMD real property interests.

e. Any insurance provided by Licensee and its agents naming SFWMD and its agents as an additional insured, including self-insurance, shall respond first and defend and indemnify SFWMD and its agents with respect to any and all claims or suits arising out of Licensee's or its agents access over or adjacent to SFWMD right-of-way, Works of the District or real property interests recorded in the public records, interference with SFWMD communication systems, or activities undertaken under this Certification, including design, construction, operation, and maintenance of facilities. If and only if such insurance does not apply or is otherwise not available with respect to a particular matter, the indemnity provisions in the first paragraph of this section will apply.

f. It is expressly agreed that this Section shall survive the termination or expiration of this Certification.

[Sections 373.016, 373.085(1)(b), and 373.1391, F.S and Rules 40E-6.051(3), 40E-6.381(6), 40E-6.221(2)(i), 62-17.133(3), F.A.C.]

12. Consistency with SFWMD Existing and Planned Projects

a. During the planning and design of the certified transmission lines, and prior to the final design of the transmission lines right-of-way to be located on SFWMD real property interests, Licensee shall coordinate with SFWMD to obtain SFWMD's plans including detailed design plans and specifications for any existing SFWMD project and the latest detailed information available for planned projects, including but not limited to ecosystem restoration projects, and shall coordinate all

Licensee's project activities with SFWMD in such a manner as to avoid inconsistencies with SFWMD existing or planned projects. "Planned project" shall mean any project or facility of SFWMD for which SFWMD is authorized to be a non-federal sponsor that is 1) in the construction phase, 2) in the final construction design phase with approved funding for design, or 3) is a Comprehensive Everglades Restoration Plan (CERP) project component as defined in Sec. 373.1501(1)(g), F.S., and as listed in Attachment R-a. Attachment R-a can be amended by SFWMD, to the extent that any new planned projects meet the definition in Condition VI.A.12.a.(1) and (2) above, upon consultation with Licensee.

b. No later than thirty (30) days after receipt of Licensee's post-certification submittal of the proposed transmission line right-of-way location as required by DEP Condition XIX, SFWMD will submit to Licensee any SFWMD plans for existing or planned projects.

c. Licensee will undertake its preliminary design of the certified transmission facilities to be located on SFWMD real property interests to accommodate and avoid inconsistencies with SFWMD existing and planned projects.

d. At the time of design of the certified transmission facilities, Licensee shall submit to SFWMD a preliminary design demonstrating compliance with paragraph 12(c) above, so that SFWMD can review this information. SFWMD must review Licensee's preliminary design within ninety (90) days following SFWMD receipt of Licensee's preliminary design. If SFWMD does not respond within ninety (90) days, Licensee can proceed with final design consistent with the submitted preliminary design. If SFWMD's review indicates an inconsistency exists, the parties will strive to achieve an agreeable solution in accordance with Condition VI.A.8. of these conditions of certification. Agreeable solutions may include Licensee's modification of Licensee facilities or if no practicable design alternatives can be identified, SFWMD may agree that its facilities can be modified. If SFWMD modifies its facilities as the agreeable solution, Licensee shall reimburse SFWMD for any and all costs, including direct and indirect (including overhead costs), incurred by SFWMD.

e. At least ninety (90) days prior to construction, Licensee shall submit to SFWMD a final design demonstrating compliance with its preliminary design and any agreeable solutions for design modifications identified pursuant to paragraph 12(d), so that SFWMD can review this information for consistency with SFWMD identified existing and planned projects. SFWMD must review Licensee's final design within ninety (90) days following SFWMD receipt of Licensee's final design. If SFWMD does not respond within ninety (90) days, Licensee can proceed with construction consistent with the submitted final design. If SFWMD's review indicates an inconsistency exists, the parties will strive to achieve an agreeable solution in accordance with Condition VI.A.8 of these conditions of certification. Agreeable solutions may include Licensee's modification of Licensee facilities or if no practicable design alternatives can be identified, SFWMD may agree that its facilities can be modified. If SFWMD modifies its facilities as the agreeable solution, Licensee shall reimburse SFWMD for any and all costs, including direct and indirect (including overhead costs), incurred by SFWMD.

f. If two (2) years elapse after Licensee submittal of its final design demonstrating compliance with paragraph 12(c) above without commencement of construction of Licensee's project, Licensee shall request a list of new or updated planned

project information. If SFWMD provides a list of new or updated planned project information within thirty (30) days of Licensee's request, Licensee shall incorporate this new or updated information to achieve compliance with paragraph 12(c) above. In the event that new or updated information is provided by SFWMD to Licensee, the coordination process as described in paragraph 12(d) above shall be followed.

g. For the purpose of this condition, "inconsistency" shall mean any significant incompatibility, encroachment, or obstruction that hinders, compromises, or detrimentally affects SFWMD projects, scheduling, costs, goals, purposes, benefits, functions, operation, maintenance, repair, replacement, rehabilitation, performance, or life expectancy as defined in and hereto incorporated into the Conditions of Certification Attachment R-a (the list of SFWMD existing and planned projects), Attachment R-b (a map showing the SFWMD existing and planned projects Attachment R-a and the FPL Proposed Linear Facility Corridors) and Attachment R-c (a table explaining the projects listed in Attachment R-a.

[Federal Water Resources Development Acts of 1992, 1996 and 2000, Sec. 601(b)(2)(C); 33 C.F.R. 208 and 385; Sections 373.1501 and 373.085(1)(b), F.S.; Rules 40E-6.011 (2) and 62-17.133(3), F.A.C.]

13. Reimbursements and Costs

In addition to any requirements specified elsewhere in these conditions, the Licensee shall also be responsible for the following:

a. Modifications to Licensee Project Facilities

Where the certified transmission line(s) will cross or use lands where SFWMD holds a real property interest, Licensee shall design any future modifications to its transmission line(s), including its structures and access roads, to avoid inconsistency with any SFWMD existing or planned project utilizing the process described in Condition VI.A.12. above. Licensee shall undertake at its own expense any necessary alterations to Licensee's project as a result of such inconsistencies as defined in condition VI.A.12.g.

b. Payment Timeliness and Other Remedies

Licensee shall make reimbursements within sixty (60) days following receipt of invoices submitted by SFWMD. Each invoice must be accompanied by an itemization of the time and expenses incurred in accordance with state auditing procedures. In the event a dispute arises as to the appropriateness of the request for reimbursement of one or more cost items, the dispute may be resolved pursuant to the dispute resolution process specified in Section A, Condition X. Dispute Resolution. However, this provision is not intended to be an exclusive remedy and does not preclude the exercise of any other rights and remedies available under law or equity. Reimbursement of a disputed cost shall be held in abeyance until the dispute is resolved.

[Rules 40E-6.381(3), (4), and 62-17.133(3), F.A.C.]

14. Licensee Access to SFWMD Areas of Real Property Interest

a. For informational purposes and to the extent practicable, and subject to any easements or other agreements between Licensee and SFWMD, Licensee shall meet with SFWMD representatives no less than six (6) months prior to construction to identify all of Licensee's construction activities on SFWMD real property interests. For the purpose of this condition, "construction activities" shall mean mobilization, earthwork, construction, erection, installation or maintenance involving construction related to Licensee's project. Licensee shall also

meet with SFWMD representatives no less than one (1) month prior to commencement of construction to coordinate with SFWMD Licensee's construction schedule and non-major activities on SFWMD real property interests. Licensee is encouraged to discuss coordination with SFWMD any minor activities that arise unexpectedly.

[Rule 62-17.133(3), F.A.C.]

b. Licensee shall be responsible for any mitigation or permitting arising from impacts to any state or federally listed threatened or endangered species where SFWMD holds a real property interest occurring from the construction, operation, or maintenance of the proposed transmission line facilities, in accordance with the terms and conditions of any local, state, or federal approvals, and all applicable regulatory laws, including, but not limited to the conditions in this Certification.

[Sections 373.085 and 373.086, F.S.; Rules 40E-6.221(2), 40E-6.091(1) and 62-17.133(3), F.A.C. and Right of Way Criteria Manual for Use of Works or Lands of the District]

c. Licensee, its agents, employees, contractors and subcontractors shall be prohibited from removing any items of historical, architectural, archaeological, or cultural significance on lands where SFWMD holds a real property interest.

[Sections 373.085 and 373.086, F.S.; Chapter 40E-6, F.A.C.; 40E-6.311(3) and 62-17.133(3), F.A.C.]

d. For purposes of this Certification, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant as defined by Rule 62-150 F.A.C., and 42 USC 9601 paragraph 4, in addition to petroleum, petroleum product, or petroleum by-product. "Release" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants. Any release of Pollutants on District real property interests, whether caused by the Licensee or any other third party, shall be reported to the SFWMD within twenty-four (24) hours upon the knowledge thereof by the Licensee. The Licensee shall be solely responsible for the entire cost of cleanup of any release of Pollutants resulting from the activities of the Licensee, its contractors, subcontractors, agents, and/or assigns discovered in or on canals or lands where SFWMD holds a real property interest.

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

e. SFWMD does not waive sovereign immunity in any respect.

[Rules Chapter 40E-6.091(1) and 40E-6.381(7), F.A.C.]

f. No vehicular maintenance or repair activities or substances or parts associated with the repair or maintenance of vehicles or equipment will take place, be used, stored or discarded within lands where SFWMD holds a real property interest nor shall these lands be used for storage or parking of equipment, associated machinery, or construction trailers unless specifically authorized by these Conditions of Certification or agreed to by SFWMD in writing.

[Sections 373.085 and 373.086, F.S.; Rules 40E-6.091(1), 40E-6.081(8), and 62-17.133(3), F.A.C.]

g. Licensee shall not stockpile excavated material in the canal or within lands where SFWMD has a real property interest, except as specifically authorized by SFWMD. Licensee shall be responsible for the removal of all construction materials and debris from SFWMD canal and right-of-way; and, for the repair, replacement, and restoration of any sections of SFWMD right-of-way damaged or disturbed resulting from the authorized activity. Repair,

replacement and restoration shall be to pre-existing conditions or better using current SFWMD engineering standards provided by SFWMD as guidance (i.e., for backfill material, density/compaction, stabilization and maintainability). Site-specific engineering considerations and decisions shall be undertaken by the Professional Engineer in charge. Furthermore, such restoration, when required, shall include grading/re-shaping, seeding, re-sodding with bahia, Argentine, or other species recognized by SFWMD as a drought tolerant species. Licensee is also responsible for removal of all excess project-related material from SFWMD rights-of-way, unless otherwise authorized in these conditions of certification or agreed to by SFWMD in writing.

[Sections 373.085 and 373.086, F.S.; Rules 40E-6.091(1), 40E-6.081(8), and 62-17.133(3), F.A.C.]

h. Licensee shall comply with the following concerning removal of exotic vegetation as listed in Table 1 below.

i. Licensee shall remove all exotic vegetation throughout the limits of the transmission line right-of-way from lands where SFWMD holds a real property interest and keep these lands free of said exotic vegetation throughout the life of the project, where practicable.

ii. Licensee is put on notice that successful removal of the exotic vegetation may require the application of a suitable herbicide on cut stumps, etc. by following manufacturer's label instructions.

iii. Licensee shall take all precautions to not damage or destroy existing native (indigenous) vegetation located within the SFWMD rights-of-way throughout the project limits.

iv. Licensee shall maintain the project area on a regular cycle basis and keep Licensee's rights of way free of excessive weeds and exotic vegetation.

Table 1. Exotic Vegetation to be Removed by Licensee.

Scientific Name	Common Name
<i>Schinus terebinthifolius</i>	Brazilian Pepper
<i>Melaleuca quinquenervia</i>	Melaleuca
<i>Casuarina cunninghamiana</i>	Australian Pine
<i>Lygodium microphyllum</i>	Old World Climbing Fern
<i>Ardesia crenata</i>	Ardesia
<i>Psidium guajava</i>	Guava

[Sections 373.085 and 373.086, F.S.; Rules 40E-6.091(1) and 62-17.133(3), F.A.C.; SFWMD Right of Way Criteria Manual for Use of Works or Lands of the District]

15. SFWMD Approval Limitations

No right of review, inspection, or approval by SFWMD under this Certification: 1) shall be deemed a waiver of any of SFWMD rights under the Certification or at law or in equity; 2) shall be deemed to be an assumption of such responsibility by SFWMD for any defect, error, omission; or 3) shall relieve Licensee of its responsibility for the performance of its obligations under the Certification and the accuracy, competency, adequacy, fitness, suitability, or coordination of its post-certification responsibilities and deliverables under this Certification. Approval by any governmental or other regulatory agency or other governing body, including DEP,

shall not relieve Licensee of responsibility for the strict performance of its obligations under this Certification. Licensee expressly accepts the risk that defects in its performance, if any, may not be discovered until after completion of the transmission line project. Licensee's post-certification submittal may be submitted in segments and/or on a line-by-line basis. SFWMD's failure to timely object to a particular post-certification submittal for any particular segment or line does not waive SFWMD's right to object to the same information for another post-certification submittal.

[Sections 373.085 and 373.086, F.S.; Rule 40E-6.381, F.A.C.]

16. These conditions of certification shall not operate to revoke any rights, terms or conditions of any permit, license, easement, or other property interest, over SFWMD-owned lands, for the uses identified in those instruments.

B. Central and Southern Florida Project Communication Systems

1. Communication Systems

a. Licensee's project, as described in the Site Certification Application and in post-certification submittals, shall not result in harmful interference or other adverse impacts to the South Florida Water Management District Communication System and Facilities (WMDCSF). WMDCSF refers to the SFWMD Information Technology (IT) Systems and Supervisory Control and Data Acquisition (SCADA) systems necessary for the operations and maintenance of the SFWMD and C&SF Flood Control Project. The IT Systems are the collection of microwave sites, communications towers, antenna sub-systems, microwave radios, SCADA base stations, mobile radio base stations, multiplex electronics, data internet protocol (IP) electronics, direct current (DC) power systems, standby power systems, and shelters. The SCADA systems are the collection of base radios, remote terminal unit (RTU) radios, antenna sub-systems, antenna support pole, RTUs, data loggers, wireline communications, enclosures, sensors, and instrumentation. The SCADA systems include the central software applications that monitor, control, collect, and store data.

b. Prior to initiation of detailed design, Licensee shall request an updated list of WMDCSF identifying existing and planned communication facilities within 2,000 feet of the certified transmission line corridor. "Planned communication facilities" are those facilities that are either in the construction phase or in the final construction design phase with approved funding for design.

c. Licensee shall take the WMDCSF into consideration during its design to avoid harmful interference, as defined by the FCC, or adverse impacts to WMDCSF. Adverse impacts to WMDCSF shall be defined as any manifestation of performance degradation, misinterpretation, or loss of information beyond the range of normal variation in signal strength that would not otherwise happen in the absence of unwanted energy or physical obstructions.

d. The Consulting Engineer shall take the following WMDCSF technical specifications into consideration in the proposed transmission line design. Any proposed alternatives to these specifications shall be documented in the Preliminary Evaluation Report.

i. For maintenance of microwave communications performance and reliability purposes, the design for the electrical transmission lines shall be such that:

1) Electrical transmission line towers are not located within the 0.3F1 at $K=2/3$ and 1.0F1 at $K=4/3$ of a SFWMD microwave path (GTE Lenkurt Inc., "Engineering Considerations for Microwave Systems", Section 7, "Clearance Criteria").

2) Electrical transmission line conductors are not located within the first Fresnel zone of a SFWMD microwave path when the conductors are located within 2 kilometers of a microwave site (Seizawa, Y., Takeshita, K. Takeshita, S., "Influence of Microwave Scattering by Power Transmission Lines on Digital Radio Communications", IEEE Transactions on Electromagnetic Compatibility, Volume 31, No.4, pp 346-352, November 1989).

ii. For maintenance of land mobile radio voice communications base station and area coverage performance and reliability purposes, the design for the electrical transmission lines shall be such that the RF noise floor, in either clear or rainy conditions, attributable to the electrical transmission lines, is not sufficient to cause harmful interference or other harmful impacts to WMDCSF.

iii. For maintenance of SCADA telemetry communications performance and reliability purposes, the design for the electrical transmission lines shall be such that the RF noise floor, in either clear or rainy conditions, is increased to an amount that reduces the fade margin for SCADA base station and RTU fade margin to less than 30 dB for the primary communications path and 20 dB for the secondary communications path (SFWMD Design Standard). For SCADA systems that have fade margins less than the SFWMD Design Standard any reduction in fade margin shall be eliminated or mitigated.

e. Licensee, in consultation with SFWMD, shall identify and retain an independent Consulting Engineer(s) with demonstrated knowledge of and/or experience with RF and SCADA communications systems such as the WMDCSF for the purpose of conducting the evaluations, including modeling and measurements, required by these SFWMD Communications Conditions (collectively referred to as the "Evaluation Program"). Licensee shall be responsible for payment of fees charged by the Consulting Engineer(s).

f. The Consulting Engineer, in consultation with Licensee and SFWMD, shall develop a scope of work and schedule to accomplish the Evaluation Program. Licensee shall submit the proposed scope of work and schedule for the Evaluation Program, together with any revisions proposed by Licensee, to SFWMD as a post-certification submittal for review pursuant to DEP General Condition XIX. At a minimum, the scope shall include:

i. Identification of the location and characteristics of all existing and planned WMDCSF within 2,000 feet of the certified transmission line corridors that have the potential to experience harmful interference or other adverse impacts from the certified transmission facilities.

ii. Identification of the appropriate evaluation methodology to assess whether harmful interference or any other adverse impact to WMDCSF will occur due to Licensee's facilities.

iii. The Preliminary Evaluation, shall include:

1) Based on Licensee's preliminary design of its transmission line facilities, a modeling and analysis effort to determine the potential for transmission line harmful interference or adverse impacts to operation of the WMDCSF.

2) Field measurements, and review of SFWMD maintenance and performance records for the WMDCSF, to establish environmental baseline operability of the WMDCSF where the modeling and analysis in Section C.VI.B.1.f.iii.(1). above show a potential for harmful interference or adverse impacts to operation of the WMDCSF, and

ambient or preexisting electromagnetic and radio-interference conditions in the vicinity of the WMDCSF. The Baseline Testing shall be conducted during the wet season or during other times as agreed upon by SFWMD and Licensee for a period sufficient to capture significant weather events and establish signal strength profiles.

iv. A report that will communicate the findings of the Preliminary Evaluation, and identify specific potential interference issues that should be addressed in Licensee's final design of the transmission line facilities to avoid harmful interference or adverse impacts to WMDCSF.

v. Review of Final Transmission Line Design. The Consulting Engineer shall advise the Licensee and SFWMD of any potential harmful interference or adverse impact issues identified in the Preliminary Evaluation report that do not appear to have been addressed in the final transmission line design.

vi. Construction Acceptance Test Program shall include:

1) If construction is commenced more than two (2) years following field measurements under Section C.VI.B.1.f.iii.2. above, verification of baseline conditions and WMDCSF operability during the wet season immediately prior to initiation of construction.

2) Measurement of post-construction conditions and WMDCSF operability immediately following transmission line energization and load condition during the next wet season or during other times as agreed upon by SFWMD and Licensee.

vii. Provision of methodology for collection of all test data.

viii. Provision of a report from the Consulting Engineer to Licensee analyzing the pre- and post-transmission line construction testing data and communicate the findings of the Construction Acceptance Test Program, and identify any specific harmful interference or adverse impacts to the WMDCSF that Licensee must address through avoidance (i.e., redesign) or mitigation or determine that no harmful interference or adverse impacts are created by Licensee's project.

g. Sixty (60) days prior to any planned testing or invasive measurements of WMDCSF, Licensee shall submit a calendar schedule to allow for District coordination of access, water management operation change control, District observation of testing, and staff support.

h. Licensee shall submit its preliminary design of transmission facilities necessary for the evaluation in Section C.VI.B.1.f.iii. above to the Consulting Engineer, with an informational copy to SFWMD.

i. Licensee shall submit the Preliminary Evaluation Report as a post-certification submittal for review pursuant to Section A., Condition XIX.

j. If the results of the Evaluation Program indicate that harmful interference or adverse impacts are likely to occur or are occurring, Licensee shall avoid or mitigate for such harmful interference or adverse impacts. Licensee shall either revise the design of the transmission facilities, or work with SFWMD to develop a mitigation plan for enhancement of the WMDCSF or other remedial redesign of affected WMDCSF. Should the mitigation plan involve service-affecting operations, Licensee shall develop a Cutover Plan that details the timeframes WMDCSF service will be affected and coordinate with SFWMD on scheduling activities. The Cutover Plan shall be included in the mitigation plan submitted as a post-certification submittal for review pursuant to Section A., Condition XIX. All mitigation costs attributable to Licensee-created harmful interference or adverse impacts shall be the responsibility of Licensee. Such

mitigation will be implemented on a mutually agreeable schedule upon determination that the transmission facilities will produce or are producing harmful interference or adverse impacts to WMDCSF. Design and mitigation solutions to offset adverse impacts to existing and planned WMDCSF shall be submitted to SFWMD as a post-certification submittal pursuant to Section A., Condition XIX and may include, but are not limited to:

i. Redesign of Licensee's transmission facilities, such as upgrades to the phase-conductor design to lower the corona-produced radio frequency interference generated by the transmission lines, relocation of poles, and changing height of phase conductors.

ii. Enhancements to SFWMD's system, such as larger antennas; raising, lowering, adjusting or relocating SFWMD's antennas, antenna-mounting structures, poles, or transmitters; a dedicated fiber optic circuit or communications link to be deployed during and/or after Licensee's construction activities; temporary facilities and systems to maintain operations during construction; relocating or hardening of SCADA monitoring stations; working with SFWMD to enhance the communication system signal strength or coverage areas near the transmission facilities.

iii. An implementation schedule.

k. Licensee shall submit its final transmission line design to SFWMD as a post-certification submittal pursuant to Section A., Condition XIX and to the Consulting Engineer at least ninety (90) days prior to commencement of construction, identifying design features that have been incorporated to address all potential harmful interference issues or adverse impacts identified in the Consulting Engineer's report under Section C.VI.B.1.f.iv. above.

l. Licensee shall submit the report of the Construction Acceptance Test Program, together with any Licensee comments, to SFWMD as a post-certification submittal for review pursuant to Section A., Condition XIX.

m. Licensee shall immediately investigate all complaints of harmful interference or other adverse impacts disrupting communications through any portion of WMDCSF in proximity to Licensee's certified transmission facilities. If such investigation indicates the harmful interference or other adverse impacts are caused by Licensee's transmission lines, Licensee shall implement appropriate mitigation.

[33 C.F.R. 208.10 and C.F.R. 385.37; Sections 373.085(1)(b) and 373.086(1); Rule 62-17.133(3), F.A.C.]

C. Operations & Maintenance / Right-of-Way

The term "SFWMD right(s)-of-way" when used in SFWMD Conditions is intended to mean those lands acquired by SFWMD in fee, easement, or other type of grant, for the purpose of operations and maintenance of SFWMD's canal and levee system, spoil areas, and access and other easements.

[Chapter 40E-6, F.A.C.]

1. General Conditions

a. At least ninety (90) days prior to the commencement of construction of any portion of the transmission lines on SFWMD right-of-way, Licensee shall provide SFWMD with the final right-of-way location within the certified corridor.

[Sections 373.085(1) and 373.413(2), F.S.]

b. At least ninety (90) days prior to the commencement of construction of any portion of the transmission lines over, across, or using any SFWMD canal or levee right-of-way to facilitate the construction or maintenance of the transmission line, Licensee shall submit complete scaled or fully dimensioned plans to SFWMD showing the proposed facilities for SFWMD review for compliance with the non-procedural requirements of Chapter 40E-6, F.A.C. The plans shall depict all of the Licensee's proposed improvements within the SFWMD rights-of-way, in both plan and profile views, and shall show, at a minimum, information sufficient to demonstrate compliance with the SFWMD Right of Way Criteria Manual for Use of Works or Lands of the District dated August 12, 2013.

[Sections 373.085, 373.086, and 373.413(2), F.S.; Rule 40E-6.091(1) and 40E-6.201(1)(i), F.A.C.]

c. Prior to use of SFWMD right-of-way for construction access, the Licensee shall submit to SFWMD a detailed plan identifying the following: proposed route; type, weight, length, and number of vehicles to be used; daily trips for each vehicle; proposed material and/or vehicle/equipment storage within the right-of-way; and dates of proposed access of the right-of-way. If travel over a SFWMD bridge or facility is required, the Licensee shall submit engineering analysis required by SFWMD to determine if the bridge or facility can support the vehicles/equipment proposed to travel over the bridge or facility. Prior to the use of any portion of SFWMD right-of-way, the Licensee shall post a financial assurance, which shall be a minimum of \$5,000 per one-half mile, or a greater amount as determined by SFWMD, depending on the scope of work, the route, vehicular trips traveled, use of or travel over SFWMD bridges and/or facilities, types of vehicles, and duration.

[Section 373.085 and 373.086, F.S.; Rules 40E-6.091(1), 40E-6.201(1)(i), and 40E-6.361(1), F.A.C.]

d. The Licensee shall maintain the area of SFWMD right-of-way utilized for access or occupied by Licensee's facilities at all times in a condition as good or better than the condition existing prior to Licensee's use. Such maintenance shall include cycle mowing a minimum of 5 times per year and trimming around all above-ground improvements.

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

e. If deemed necessary to accommodate unimpeded continuous access by SFWMD vehicles and equipment, the Licensee shall construct vehicle turn-around/passing areas to meet SFWMD requirements or coordinate with SFWMD when construction activities that may impede access are scheduled to occur.

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

f. Vertical clearances for any aerial crossings over SFWMD canals and rights-of-way shall meet SFWMD non-procedural criteria and requirements in effect at the time of Licensee's submittal of plans in subsection (b) above, as set forth in Chapter 40E-6, F.A.C.

[Sections 373.085(1) and 373.086(1), F.S.; Rule 40E-6.091, F.A.C.]

g. Subsequent to Certification and acquisition of an easement interest within the SFWMD right of way by the Licensee, any requests for use of SFWMD right-of-way that would otherwise require a waiver approved by the SFWMD's Governing Board to SFWMD

Right Of Way Occupancy Permit Criteria, as set forth in Rule 40E-6, F.A.C., if deemed acceptable by SFWMD in writing shall not require an amendment or modification to this Certification.

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

h. The Licensee is responsible for identifying potential conflicts with existing facilities owned by third parties permitted by SFWMD and for coordinating relocation of previously permitted facilities, as required, including obtaining the necessary right-of-way occupancy permit modifications for those previously permitted facilities. Similarly, if during the course of future permit application reviews SFWMD notices a proposed facility that potentially interferes with the transmission lines, SFWMD will require the applicant to coordinate with Licensee to resolve potential conflicts.

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

i. The Licensee shall only have the right to utilize SFWMD right-of-way for those activities, uses, and purposes specifically authorized in this Certification for the purpose of construction, operation, and maintenance of the certified transmission facilities unless otherwise agreed to by SFWMD and Licensee in writing. All other activities, uses, and purposes on SFWMD right-of-way by Licensee not specifically authorized in this Certification are prohibited. Furthermore, the Licensee shall not have the right to authorize any other person or entity to utilize SFWMD right-of-way for any activity, use, or purpose without the prior written consent of SFWMD.

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

j. SFWMD reserves the right of priority access in order to perform its regional water management missions and the Licensee shall not interfere with that access, particularly during emergencies. The Licensee shall ensure that SFWMD access within its right-of-way is available and sufficient for SFWMD vehicles and equipment at all times. If, in the Licensee's opinion, it will be necessary for the SFWMD access to be blocked, impeded, or altered at any time, the Licensee shall submit a written request to SFWMD setting forth the proposed activities that will result in obstruction of the right-of-way and the dates that the right-of-way will be rendered inaccessible. Written agreement from SFWMD shall be obtained by the Licensee prior to the proposed obstruction of the right-of-way.

[Sections 373.085 and 373.086, F.S.; Chapter 40E-6, and Rule 40E-6.381, F.A.C.]

k. The Licensee does not have any authority to incur liens for labor or materials on SFWMD rights-of-way. All persons contracting with the Licensee, all material, men, contractors, mechanics, and laborers are hereby charged with notice they must look to the Licensee, and to the Licensee only, to secure the payment of any bill for work done or any materials furnished during the term of this Certification. Pursuant to Sections 713.01(26), F. S., SFWMD right-of-way shall not be subject to liens for improvements and such liability is expressly prohibited. This paragraph shall be included in all contracts with the Licensee for materials or services involving SFWMD right-of-way. In the event that the Licensee does not, within thirty (30) days following Licensee's notice of the imposition of any such lien, cause the same to be released of record by payment or posting of a bond or other means acceptable to SFWMD, SFWMD shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including

payment of the claim giving rise to such lien. All such sums paid by SFWMD, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to SFWMD by the Licensee on demand.

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

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

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

n. The Licensee shall only use the access points and gates authorized by SFWMD. Upon payment of applicable key deposit fees and submission of complete key permit applications, SFWMD agrees to issue, as a ministerial act, to Licensee the necessary key permits allowing access to SFWMD roads to support the construction, operation, and maintenance needs of the Licensee. The Licensee shall take all necessary measures practicable to preclude the general public from accessing those portions of the right-of-way under construction such as posting of designated construction zones.

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

o. Licensee shall not utilize SFWMD right-of-way for the storage of any contaminant, hazardous substance, fuel, or other petroleum products unless agreed to by SFWMD in writing. The Licensee shall ensure that no vehicle or equipment maintenance or repair activities or substances or parts associated with the repair or maintenance of vehicles or equipment will take place, or be used, stored, or discarded with the SFWMD right-of-way unless agreed to by SFWMD in writing. Vehicles or equipment that become inoperable within the SFWMD right-of-way shall be removed from the right-of-way as quickly as possible.

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

p. To the extent practicable, Licensee shall expedite the preparation and implementation of any repair, remediation, mitigation, and/or related plans required to address damages and/or any other adverse impacts to SFWMD facilities or systems caused by the Licensee during the design, construction, operation, and/or maintenance of the certified facilities.

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

2. Standard Limiting Conditions

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

[Rule 40E-6.381(1), F.A.C.]

b. Licensee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features that meet applicable engineering practice and accepted industry standards into the design, construction, operation, and continued maintenance of the authorized facilities/use. This duty shall include, but not be limited to, the Licensee's consideration of SFWMD regulation and potential fluctuation, without notice, of water levels in canals and works, if operated in compliance with the USACE Master Water Control Manual for the C&SF Project and the Operations and Maintenance (O&M) Manual for the C&SF Project as well as the Licensee's consideration of upgrades and modifications to the authorized facilities/use that may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. The Licensee acknowledges that SFWMD review of this project including, but not limited to, any post-certification reviews and field inspections performed by SFWMD, does not in any way consider or ensure that the authorized use/facilities are planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. The Licensee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any SFWMD staff or representative during the post-certification review process, including, but not limited to, any field inspections, shall not in any way be relied upon by Licensee as SFWMD assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by the Licensee in order to meet Licensee's duty to incorporate safety features, as set forth above.

[Rule 40E-6.381(2), F.A.C.]

c. The Licensee shall not engage in any activity regarding the authorized use that interferes with the construction, alteration, maintenance, or operation of the works of the SFWMD, including:

- i. discharge of debris or aquatic weeds into the works of the SFWMD;
- ii. causing erosion or shoaling within the works of the SFWMD;
- iii. planting trees or shrubs or erecting structures that limit or prohibit access by SFWMD equipment and vehicles, except as may be authorized by this Certification.
- iv. leaving construction or other debris on SFWMD right-of-way or waterway;
- v. damaging SFWMD berms and levees; removal of SFWMD-owned spoil material without written approval of SFWMD; removal of or damage to SFWMD locks, gates, and fencing; opening of SFWMD rights-of-way to unauthorized vehicular access; or running or allowing livestock on SFWMD rights-of-way.

Licensee shall be responsible for any costs incurred by the SFWMD resulting from any such interference, as set forth in i. through v. above. Should the authorized activities or placement of the authorized facilities within SFWMD right-of-way or maintenance of same contribute to sloughing, erosion, or wash-outs of SFWMD right-of-way, berm, or side slope of the canal, it is the Licensee's sole responsibility and expense to, upon notification from SFWMD, immediately take appropriate steps to restore the right-of-way to pre-existing conditions

or better using current SFWMD engineering standards provided by SFWMD as guidance. Site-specific engineering considerations and decisions shall be undertaken by the Professional Engineer in charge (i.e., for backfill material, density/ compaction, stabilization, and maintainability).

[373.085(1)(b) and (2), F.S.; Rules 62-17.133(3) and Chapter 40E-6, F.A.C.]

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

[Rule 40E-6.381(9), F.A.C.]

e. SFWMD has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the SFWMD in accordance with criteria established by SFWMD or USACE for the works of the SFWMD.

[Rule 40E-6.381(13) and 62-17.133(3), F.A.C.]

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

[Rule 40E-6.381(18), F.A.C.]

g. It is the responsibility of the Licensee to make prospective bidders on construction contracts for the certified facilities aware of the pertinent terms and conditions of this Certification.

[Rule 40E-6.381(20), F.A.C.]

[Sections 373.044, 373.113, 373.085(1), 373.086, 373.103, 373.129, and 373.603, F.S.; Rule 40E-6.381, F.A.C.]

3. Special Conditions

a. A copy of the Certification application, Certification order, and SFWMD post-certification submittals shall be available for review by SFWMD upon request.

b. At no time shall Licensee place permanent or semi-permanent above-ground encroachments or facilities within the 40-foot-wide strip of land lying parallel to any SFWMD canal as measured from the top of the existing canal bank landward unless agreed to by SFWMD in writing.

c. At no time shall Licensee place facilities crossing over SFWMD structures or project culverts unless agreed to by SFWMD in writing.

d. At no time shall Licensee place permanent or semi-permanent above-ground structures within SFWMD's one hundred (100) foot-long equipment staging areas defined as being immediately upstream and downstream of all bridges and pile-supported utility crossings of SFWMD canals unless agreed to by SFWMD in writing. Temporary placement of equipment or materials is allowable as long as the equipment or materials can be removed by Licensee within 24 hours of notice given by SFWMD that a tropical storm watch has been declared

for MDC or Broward County, or at times when post-storm debris removal activities must be undertaken by SFWMD.

e. Within thirty (30) days of completion of the work, the Licensee shall contact the SFWMD field representative at the Miami or Homestead Field Station to schedule a final inspection for compliance with right-of-way conditions of certification.

f. Licensee shall comply with the following requirements during use of SFWMD right-of-way for construction, maintenance, and operation activities:

i. Prior to commencement of construction or utilization of SFWMD right-of-way, the Licensee shall contact the SFWMD field representative at the Miami or Homestead Field Station to schedule a pre-construction meeting. The Licensee shall prepare and present the following at the pre-construction meeting:

(a) Contact information for FPL representative(s) and the contractor(s)/subcontractor(s), including telephone numbers for 24-hour contact and email addresses.

(b) A written inventory of the type of vehicles, construction equipment, other machinery, and materials that will be located within SFWMD right-of-way.

(c) Written procedures for the removal of all construction materials, machinery, equipment, and vehicles from the canal, required SFWMD staging areas, and the overbank lying within 40 feet from top of bank within 24 hours notice from SFWMD.

(d) Contact information for the contractor(s)/subcontractor(s) or parties responsible for implementation of the written procedures required in f.i.(c) of this subsection.

ii. Entry into the SFWMD rights-of-way shall be limited to the Licensee and the Licensee's contractor(s)/subcontractor(s) only. The Licensee and/or its contractor(s)/subcontractor(s) shall obtain a SFWMD gate key(s) to the SFWMD right-of-way through the SFWMD Key Permit Application process.

iii. The Licensee shall be responsible for locking SFWMD access gates upon entering and leaving SFWMD right-of-way. The Licensee shall take all necessary measures to preclude the general public from accessing the right-of-way with motorized vehicles.

iv. The Licensee shall be responsible for posting a watchman at any SFWMD vehicular access gates unlocked by Licensee during any working hours that the gate remains unlocked. At no time shall a SFWMD gate unlocked by Licensee be left unlocked and unattended by Licensee.

v. The Licensee shall be responsible for providing and utilizing acceptable dust control measures during the duration of the proposed work.

vi. The Licensee shall submit bi-weekly status reports to the SFWMD field representative with both narrative and photographs, as needed, to document the condition of the SFWMD right-of-way, work progress, and compliance with conditions of certification.

vii. The Licensee shall immediately notify the SFWMD field representative if any district gate, structure, facility, or other District improvement is damaged by the Licensee's contractor(s)/subcontractor(s). The Licensee shall be solely responsible for the construction, repair, replacement, or modification of such improvements at its sole expense. Such remedial action shall be performed in compliance with SFWMD standards and specifications.

viii. The Licensee shall grade, repair, sod, fill, or make correction to the SFWMD right-of-way, including SFWMD access roads, when it is determined by SFWMD that such work is required to restore the right-of-way to its condition prior to the commencement of work. The Licensee shall perform such work at its sole expense and in compliance with SFWMD standards and specifications.

g. The Licensee shall comply with the following concerning storm event notifications and requirements during construction activities:

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

ii. If storm, hurricane, or emergency circumstances have developed, SFWMD will contact the Licensee by telephone, e-mail, or visit the site to place the Licensee on 24-hour alert. At this time, the Licensee and the Licensee's contractor(s)/subcontractor(s) shall begin securing the project site in accordance with Special Condition f.i.(c) of this subsection.

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

h. In the event of floods or other natural or civil disaster or emergencies affecting SFWMD or SFWMD rights-of-way, the Licensee shall cooperate with SFWMD to facilitate mitigation of the impact of such emergencies. The Licensee shall immediately notify SFWMD of any emergency situation observed on SFWMD rights-of way.

i. Licensee shall be responsible for obtaining any and all other necessary federal, state, local, special district, private, and underlying owner authorizations in connection with its activities conducted under this Certification. In the event the Licensee does not obtain such authorizations from the underlying owner, the Licensee shall acquire or otherwise satisfy any interest or claims made by such underlying owners with respect to this Certification.

j. If required by the Florida Department of Transportation (FDOT) to prepare a Maintenance of Traffic (MOT) Plan that involves SFWMD property, the Licensee shall provide SFWMD with a copy of the MOT Plan upon submittal to FDOT. The Licensee shall provide SFWMD with a copy of the Final MOT Plan reviewed by the FDOT.

k. Licensee acknowledges that Licensee's proposed activities contemplated under this Certification may be subject to USACE 33 U.S. Code Section 408 approval requirements. Licensee further acknowledges and agrees, that in the event of future USACE projects or modification of existing USACE projects, it shall be the responsibility of the Licensee to implement any and all necessary modifications to Licensee's facilities including, but not limited to, relocations thereof required by the USACE at Licensee's sole cost and expense.

[Federal Water Resources Development Acts of 1992, 1996 and 2000; 33 U.S.C. 408; 33 C.F.R. 385 and 208; Sections 373.085, 373.086, 373.1501 and 373.103(2), F.S.; Chapter 40E-6 and Rule 62-17.133(3), F.A.C.]

D. Land Management / Ecosystem Restoration

1. The Licensee shall, to the extent practicable, use adjacent existing public roads for access to the right-of-way for construction, operation, and/or maintenance purposes before using non-public roads or building new roads.

[Section 373.1391, F.S.]

2. At new access points created by Licensee's transmission facilities, transmission line access roads shall be designed to include locked gates, or other appropriate methods or techniques to prevent illegal access to SFWMD-owned lands including, but not limited to, lands within the Pennsuco Wetlands. Licensee shall maintain these access points by repairing illegal breaches within thirty (30) days of being notified of or discovering such breaches.

[Section 373.1391, F.S.; Rules 40E-6.311, 40E-6.091 and SFWMD Right of Way Criteria Manual for Use of Works or Lands of the District]

3. Licensee shall provide SFWMD with final construction drawings of all Licensee's facilities that encroach or cross SFWMD lands, works, or projects.

[Sections 373.085(1)(b) and 373.1391, F.S.]

E. Water Use

1. General

a. Water Shortage Compliance. Nothing in this Certification should be construed to limit the authority of the SFWMD to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Licensee must adhere to the water shortage restrictions, as specified by the SFWMD. The Licensee is advised that during a water shortage, reports shall be submitted as required by SFWMD rule or order. The Licensee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by SFWMD orders issued pursuant to Chapter 40E- 21, F.A.C.

[Sections 373.223 and 373.246, F.S.; Rules 40E-2.301, 40E-21.231, 40E-21.251, and 40E-21.271, F.A.C.]

b. Interference with Existing Legal Uses. The Licensee shall mitigate interference with existing legal uses that was 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 these Conditions for Certification, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(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.

[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 these Conditions for Certification. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification includes:

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

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

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

[Section 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 these Conditions for Certification. When harm occurs, or is imminent, the SFWMD will require the Licensee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to these Conditions of Certification includes:

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

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

(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.

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

e. The project shall conform with all SFWMD resource protection criteria for any and all water reservations, restricted allocation areas, and Minimum Flow and Level water bodies along or adjacent to the transmission line corridor.

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

1. Site Specific Design Authorizations/Requirements

a. Water Use

(1) The Licensee shall submit all data as required by the implementation schedule for each of the above Conditions for Certification to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

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

1. 1. Prior to the commencement of construction of those portions of the project that involve dewatering activities, unless the proposed dewatering activity meets the "no notice" criteria of Rule 40E-20.302 (3), F.A.C. and Section 2.5.1

of the Basis of Review for Water Use Permits, the Licensee shall submit a detailed plan for the proposed dewatering activities to SFWMD for an assessment of consistency with the non-procedural requirements of Chapters 40E-2, 40E-3 and 40E-20, F.A.C., in effect at the time of submittal and impact monitoring if necessary (Rule 62-17.133, F.A.C.). The following information, referenced to North American Vertical Datum of 1988 (NAVD88) where appropriate, shall be submitted:

- a. A detailed site plan that shows the location(s) for each proposed dewatering area
- b. The method(s) used for each dewatering operation
- c. The maximum depth for each dewatering operation
- d. The location and specifications for all proposed wells and/or pumps associated with each dewatering operation
- e. The duration of each dewatering operation
- f. 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)
- g. 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
- h. The location of any infiltration trenches and/or recharge barriers. All plans must be signed and sealed by a Professional Engineer or a Professional Geologist registered in the state of Florida.

F. Corridor-Specific Conditions

- 1. Andytown-Oasis Proposed Corridor
 - a. Central and Southern Florida Project
 - i. L-30 / L-31N/L-33/C-4/C-304/Dade-Broward Levee Procedures / Requirements
 - (a) Pre-Construction Surveys / Inspections
 - (1) Within thirty (30) days of written request from the Licensee, SFWMD shall provide the Licensee with a copy of the most recent levee inspection reports for the levees within SFWMD right-of-way that the Licensee is proposing to access for construction and/or maintenance activities.
 - (2) In areas where the transmission line access will be located on SFWMD levee(s), the Licensee shall conduct surveys, including a level survey at the toe and crest of the levee and cross-section surveys every 500 feet (including both toes of the levee) and at locations agreed between SFWMD and Licensee as potential problem areas. Potential problem areas will be identified by visual inspection or where there are significant changes proposed to the levee. Upon completion of the surveys, Licensee shall submit certified, copies of the surveys to SFWMD. The surveys will be used to establish a baseline of the pre-construction topographic features of the levee(s) including, but not limited to, top-of-levee width and elevation and side slopes in NAVD88.

(3) In addition to surveys, the Licensee shall also perform a visual inspection of the levee(s), documented by videotape or photographs, to assess the structural integrity of the levee(s). Where video or photographic documentation is used, station markers and GPS coordinates should be installed or used so that exact locations can be determined for reference.

(4) If Licensee surveys, visual inspection, or other assessment methods indicate that further investigation is needed to accurately assess the integrity of the levee(s), Licensee shall conduct additional investigations in consultation with SFWMD. Further investigations may include, but shall not be limited to, soil borings, piezometer installations/monitoring, laboratory tests, modeling, etc. The Licensee shall provide its written findings, conclusions, and recommendations, certified by a Florida-registered Professional Engineer, to SFWMD. Licensee shall conduct additional investigations or assessments, as necessary, to satisfy SFWMD non-procedural requirements, prior to any construction activities on SFWMD levees.

(b) Post-Construction

(1) Licensee shall provide as-built drawings showing all levee improvements within the, L-30, and L-31N, L-33, C-4, C-304, and Dade-Broward canal rights-of-way within ninety (90) days of completion of each phase of construction. The as-built drawings shall be signed and sealed by a Florida-registered Professional Engineer and shall be referenced to NAVD88. Licensee and SFWMD may use the drawings as a reference for maintenance or improvements of ingress and egress areas to the levees that are utilized by the Licensee for ongoing operation of the adjacent electrical transmission line facilities, or until modified/utilized by other parties.

(2) If Licensee's improvements within SFWMD canal rights-of-way are modified / utilized by parties other than the Licensee, the Licensee shall not be responsible for any impacts to the levee(s) caused by such third party use. The third party user and/or SFWMD shall be responsible for approval of any changes to the as-built drawings to reflect said third party use of the Licensee's improvements.

[Federal Water Resources Development Acts of 1992, 1996 and 2000, Section 601(h)(3)(C); 33 C.F.R. 208 and 385; Sections 373.085(1)(b) and 373.1501, F.S.; Rules 40E-6.091(1) and 62-17.133(3), F.A.C.]

ii. Unless authorized in this Certification or mutually agreed in writing between Licensee and SFWMD authorized representative, electrical transmission line support structures and overhead wires shall not be placed in the SFWMD right of ways along the transmission corridor.

[Federal Water Resources Development Acts of 1992, 1996 and 2000, Sections 373.085(1)(b), 373.086(1) and 373.089, F.S.; Rules 40E 6.011 (1), (2) and (12), 40E-6.041 (1) and (2), 40E-6.221 (1), (2) and (10) and 62-17.133(3), F.A.C.]

iii. Unless authorized in this Certification or mutually agreed in writing between Licensee and SFWMD authorized representative, within the Preferred Corridor, access shall be restricted along the canals.

[Federal Water Resources Development Acts of 1992, 1996 and 2000, Sections 373.085(1)(b), 373.086(1) and 373.089, F.S.; Rules 40E 6.011 (1), (2) and (12), 40E-6.041 (1) and (2), 40E-6.221 (1), (2) and (10) and 62-17.133(3), F.A.C.]

iv. The Licensee shall comply with the following conditions concerning use of service bridges:

(a) The Licensee's proposed use is secondary to SFWMD and USACE proposed use and shall not interfere with SFWMD proposed use.

(b) The Licensee shall inspect the bridges prior to and after construction activities in accordance with FDOT standards.

(c) Prior to construction, the Licensee shall provide load rating calculations for specific high frequency and special vehicles that will need to use the bridges.

(d) Maximum load criteria shall not be exceeded.

(e) Prior to construction, the Licensee shall provide SFWMD with videos and/or photographs documenting the condition of the bridges.

(f) The Licensee shall be responsible for paying the cost of any necessary bridge improvements required to accommodate Licensee's activities.

(g) The Licensee shall be responsible for repairing or paying the cost of repairing any damage to the bridge as a result of Licensee's activities. Within thirty (30) days of completion of construction activities, the bridge and its immediate surroundings shall be restored to its original condition prior to construction, including, but not limited to, concrete/asphalt repairs, canal bank repairs, gravel, and sod.

(h) The Licensee shall provide SFWMD with uninterrupted access acceptable to SFWMD for the duration of any necessary repair work.

(i) The Licensee shall obtain consent from the underlying fee owners for use of lands adjacent to any bridges, if needed, and related access road and shall submit a copy of said documentation to SFWMD prior to use.

(j) Prior to Licensee's use of SFWMD service bridges, Licensee shall submit to SFWMD a Bypass Pumping Plan. The Plan shall address, to SFWMD's satisfaction, bypass pumping, in the event any water control structures are damaged as a result of Licensee's use thereof, such that the conveyance capability of water control structures is impacted. The Bypass Pumping Plan must contemplate on-site facilities in order to effectuate immediate implementation in the event of damage to any water control structures.

[FPL Stipulation –6/20/13; Federal Water Resources Development Acts of 1992, 1996 and 2000, Sections 373.085(1)(b), 373.086(1) and 373.089, F.S.;

Rules 40E-6.011 (1), (2) and (12), 40E-6.041 (1) and (2), 40E-6.221 (1), (2) and (10) and 62-17.133(3), F.A.C.]

v. Transmission line support structures (poles) shall be placed a minimum of forty (40) feet from the toe of the water conservation area side of the levee.

[Federal Water Resources Development Acts of 1992, 1996 and 2000; Sections 373.085(1)(b), 373.086(1) and 373.089, F.S.; Rules 40E-6.011 (1), (2), (4), (5), (6), (7) and (12), 40E-6.041 (1) and (2), 40E-6.221 (1), (2) and (10), and 62-17.133(3), F.A.C.]

c. Land Management / Ecosystem Restoration

i. At least thirty (30) days prior to construction of the transmission line segments that are along SFWMD levees, Licensee shall submit a construction schedule and a coordination plan to SFWMD for review and post-certification compliance. The coordination plan will be for the purpose of coordinating Licensee and SFWMD construction activities in areas where both entities will have ongoing simultaneous construction activities.

[Sections 373.1391, 373.1501(4)(d), 373.1502(2)(a), and 373.4592, F.S.]

ii.

[Sections 373.1501(4)(d), 373.1502(2)(a) and 373.4592, F.S.]

ii. SFWMD C-4 Emergency Detention Basin.

(a) Licensee's use and occupancy of the SFWMD C-4 Emergency Detention Basin works, including levees and access roads, shall comply with Section C.VI.F.2.b. above.

(b) Licensee's use is secondary to that of SFWMD and shall not interfere with SFWMD use.

(c) Any proposed levee improvements shall be designed and constructed so as not to cause a significant reduction in the C-4 Emergency Detention Basin existing water storage capacity.

iii. Transmission line facilities in the Pennsuco Regional Mitigation Area shall comply with Section C.VI.D. above.

d. The following conditions apply to the AOP Corridor:

i. All Licensee transmission facilities placed on the west side of L-31N shall comply with all conditions in Section C.VI.F.2.b. above.

ii. (2) Licensee shall coordinate with Permittee of SFWMD Standard Permit No. 12872 to ensure compatibility of design and operation of Licensee transmission facilities with Permittee's authorized use of SFWMD right-of-way, or work with permittee and the SFWMD to modify the above-referenced permit. SFWMD proposed conditions

and Licensee anticipated compliance therewith in no way constitutes a waiver or variance of the above referenced permit.

(3) Licensee shall design the transmission facilities to be compatible with the SFWMD South Miami microwave tower (B-90) and in compliance with Communication Systems condition in Section C.VI.B. above; if compatibility requires modification of the SFWMD tower or tower facilities, such modification shall be at Licensee's expense.