

**BROWARD COUNTY'S AGENCY REPORT
FOR PORT EVERGLADES ENERGY CENTER CERTIFICATION APPLICATION
BY FLORIDA POWER AND LIGHT COMPANY**

**FLORIDA DEP PPSA No. 12-57
DOAH CASE No. 12-0422-EPP**

SECTION 1. OVERVIEW AND SUMMARY

1.1 Introduction

This Agency Report was prepared by Broward County (County) in response to Florida Power and Light Company's (FPL) Site Certification Application for its Port Everglades Energy Center (PEEC), filed with the Florida Department of Environmental Protection (DEP) on January 24, 2012, and FPL's Response to Incompleteness Determination (Response), filed with the DEP on April 4, 2012. This Agency Report contains the County's conclusions and recommendations to the DEP regarding Certification of the PEEC project as described in FPL's Site Certification Application and Response (collective referred to as Application herein).

1.2 Statutory Basis

FPL has applied for certification of its PEEC project under Sections 403.501-403.518, Florida Statutes (FS) (2011), entitled "Florida Electrical Power Plant Siting Act" (PPSA). The PPSA establishes a centralized application, certification, and licensing process for Florida's state, regional, and local governmental agencies to regulate electrical power plants, as defined in Subsection 403.503(14), FS. The PPSA preempts the regulation and certification of electrical power plants and electrical power plant sites pursuant to Subsection 403.510(2), FS, and the process is coordinated by the DEP, by and through its Siting Coordination Office. PPSA certification consolidates state law authority for permitting, licensing, regulatory approvals, land use, zoning, and property interests for the construction, operation, or modification of an electrical power plant, but excludes federally delegated or approved permit programs. The PPSA includes that "...the state shall ensure through available and reasonable methods that the location and operation of electrical power plants will produce minimal adverse effects on human health, the environment, the ecology of the land and its wildlife, and the ecology of state waters and their aquatic life and will not unduly conflict with the goals established by the applicable local comprehensive plans."

In accordance with the PPSA, the County is a "local government" within whose jurisdiction the PEEC project is proposed to occur and an "agency," as described in Sections 403.503 and 403.507, FS. The County has adopted local ordinances, regulations, standards, and criteria that apply to the proposed PEEC project, including local environmental regulations adopted pursuant to Section 403.182, FS, as well as the County's constitutional powers as a charter county and its statutory powers as a county governmental entity. Because the PEEC project is located within the County's Port

Everglades facility and seeks certification of certain corridors for associated facilities over and through County-owned land, the County's interests as a property owner are also affected by the PEEC project and certain recommended conditions of certification contained herein relate to the potential effect of the PEEC project on County land and the operations of Port Everglades. Since the certification process preempts the nonprocedural requirements of agencies and constitutes the sole license required and authorized under Florida law for the PEEC project, participation in this process is the County's only opportunity to review and propose conditions for the PEEC project prior to certification.

1.3 Matters within County Jurisdiction

Pursuant to the PPSA, Subsections 430.507(2)-(3), FS, the County is required to prepare this Agency Report addressing the consistency of the PEEC project with all applicable local ordinances, regulations, standards, or criteria that apply. This Agency Report addresses the PEEC project's compliance with the nonprocedural requirements within the County's jurisdiction, recommends approval of the project subject to the adoption of the County's proposed conditions of certification, and proposes specific conditions of certification based upon the County's review of the Application and Response.

The County is a political subdivision of Florida the boundaries of which are described in Section 7.06, FS. It is a local governmental entity with general jurisdiction and powers as authorized by Florida law including, but not limited to, Chapters 125 and 162, FS. The County is a home rule charter county pursuant to Article VIII, Section 1(g), of the Florida Constitution. Section 11.01 of the County Charter provides that County ordinances prevail in the event of conflicts when the County has set minimum standards protecting the environment concerning air or water pollution or the destruction of natural resources. Specific pollution control and environmental regulatory authority for Broward County was also established by Chapters 65-1338, 69-919, 71-569, 72-492, 74-444, 77-516, and 91-355, Laws of Florida. Pursuant to its powers, the County has adopted a Natural Resources Protection Code as Chapter 27 of the Broward County Code of Ordinances (BCC or Code). The Code establishes the County responsibility for the protection of natural resources and environmental quality, including surface water and groundwater. Chapter 27, Article V, of the Code, Water Resource Management establishes the responsibility of the County to implement county-wide water resources planning in support of regional and local water supply plans. Chapter 27, Article XI, of the Code, Aquatic and Wetland Resource Protection, establishes the County's authority to protect the Everglades and waters of the County because of their value to the maintenance of the quality of life, public drinking water supply, flood storage, groundwater recharge and discharge, recreation, propagation of fish and wildlife, and the public health, safety and welfare.

Additionally, the County has had a local pollution control program approved by DEP or its predecessor agency, the Department of Environmental Regulation, pursuant to Section 403.182, FS, since at least June 18, 1976. The County also has delegations of

authority from and specific operating agreements with the DEP to implement a number of state environmental protection laws within its boundaries, including environmental resource permitting, mangrove protection, pollution assessment and remediation, air pollution control, domestic waste, and solid waste.

The County has adopted relevant policies regarding protection and conservation of water supplies, as follows. Policy 4.6.3. - In order to protect and conserve the Biscayne Aquifer, and ensure the availability of future water supplies, the Broward County Environmental Protection and Growth Management Department shall investigate demand management and utilization of alternate potable water sources to supplement and broaden its future water supply sources. These potential sources could include the Floridan Aquifer, reclaimed wastewater, ASR, desalination, capture and storage of excess storm water currently lost to tide and other technologies and water management strategies consistent to the goals of the SFWMD's Lower East Coast Water supply Plan 2005-2006 update. Policy 13.3.9 - Broward County shall pursue the use of reclaimed water as an integral part of regional water development strategies for potential application in landscape irrigation, aquifer recharge, and environmental enhancement where technically, environmentally, and economically feasible.

Regional water supply planning and related considerations affect the County's review of the Application and its proposed conditions of certification. In 2007, the South Florida Water Management District adopted the Regional Water Availability Rule which restricts future withdrawals from the Biscayne Aquifer, currently the County's principal water source, to 2006 levels. This Rule requires that alternative water supplies be developed in order to meet new water demands. An additional constraint on water supplies is saltwater intrusion into the Biscayne Aquifer. Coastal wellfields are already vulnerable to contamination by saltwater and the landward progression of the saltwater front will further constrain coastal wellfields in the ensuing decades. Thus, there is a significant need within Broward County to expand the use of reclaimed water in order to protect and conserve the Biscayne Aquifer, a designated sole source Aquifer, and support compliance with the Regional Water Availability Rule.

In January, 2010, the Board of County Commissioners adopted the Broward County-wide Integrated Water Resources Plan as a regional planning document. This document identifies reclaimed water an important alternative water supply for the region.

In June 2008, the Broward Water Resources Task Force was created consisting of elected officials from the County, the Broward League of Cities, and a representative from the South Florida Water Management District Governing Board for the purpose of identifying and evaluating opportunities and impediments to providing regional water supply, water conservation, and water reclamation and to provide recommendations. In August 2010, the Task Force finalized a report identifying 40 recommended strategies for regional coordination in the advancement of water conservation and water supply development, eleven (11) of which are focused on reclaimed water planning and development. In September 2010, the Broward County Board of County Commissioners

approved the report as well as Resolution 2010-545, committing to the furtherance of the recommendations through regional collaboration. The Task Force Report and companion resolution were approved by the Broward League of Cities in April 2011.

In May 2012, the Broward Water Resources Task Force considered FPL's plans for retrofit of the Port Everglades Clean Energy Center and the opportunity to achieve conservation of potable water supplies by seeking to eliminate the use of potable water sources for non-potable applications, and requested that a policy position be advanced for agency adoption. In June, 2012, the Broward County Commission adopted Resolution 2012-361 providing general support for the site retrofit, but requesting that FPL to seek to eliminate the use of potable water for non-potable uses in the final site plan and that FPL coordinate with local agencies and governments in these efforts. The resolution also directs staff to work with FPL in its efforts to advance the integration of beneficial reuse as part of energy facility improvements. A similar resolution was adopted by the Broward League of Cities (Resolution 2012-B-40). FPL was a participant in this process and supported the language in the approved resolution.

Based upon these diverse authorities, policies, and resolutions, the County has a broad responsibility for pollution control, environmental regulation, and natural resource protection within its boundaries. In order to implement the PPSA as efficiently as possible, the County has reviewed other agencies' filings to the extent possible and is proposing only such conditions of certification that are essential to the application of its nonprocedural requirements and property ownership interests affected by the PEEC project that may supplement other proposed conditions of certification or express the special interests of the County.

SECTION 2. PEEC PROJECT PROPOSAL

2.1 Existing Facilities

The existing Port Everglades power plant consists of four oil and gas-fired generating units that have been operated since the early 1960s, situated within approximately 92.5 acres of land owned by FPL. The power plant site, located in the City of Hollywood in Broward County, is within the mid-port section of Port Everglades. The site is surrounded by port facilities and other industrial activities. Cooling water for the plant from the Intracoastal Waterway (ICW) is obtained via an intake pipe within Port Everglades Slip No. 3, north of the power plant, and is returned to the ICW via a discharge canal to the south and east of the power plant. Water supply for other plant uses, including irrigation, is provided by the City of Fort Lauderdale.

2.2 Proposed Project, Evaluation, and Recommendation

The proposed new plant, the Port Everglades Energy Center, will be constructed on approximately 67 acres of the existing power plant site. The facility will be a "3 on 1" combined cycle power plant firing natural gas as a primary fuel and ultra low-sulfur light oil as a backup fuel. The new plant will result in a small increase in power generation

over the existing plant (1,250 MW vs. 1,200 MW). According to the Application, the project will result in significant reductions in use of water and regulated air emissions. The proposed new plant will be interconnected with FPL's existing electrical transmission line network through the existing adjacent system substation. The new plant is scheduled to begin operation in June, 2016.

Decommissioning and dismantling of the existing generating units will be part of the project and will be required prior to the construction of the PEEC. Also included is the construction of associated linear facilities (pipelines) all of which are within Broward County's Port Everglades property. Dewatering will be necessary as part of construction and dismantlement of existing plant facilities. As part of the Application, FPL provided a preliminary dewatering plan and a hydrogeologic model. Dewatering would be conducted in three (3) phases over a nine (9) month period, with water retained on-site. The model indicated that draw-down would be limited to within the plant site and no adverse impacts are anticipated as a result. However, dewatering may be required for other activities and contamination may exist nearby. The County recommends a condition to this Certification requiring post-certification submittal of dewatering plan(s) for review for compliance with Chapter 27, Sections 27-353(i) and 27-355(e), Broward County Code of Ordinances (BCC or Code).

The proposed source of cooling water for condenser and auxiliary cooling for the new power generating facilities will continue to be the ICW, which will provide once-through cooling water. This will also be the source of intake screen wash water. The proposed source of process and service water for combustion turbine inlet air cooling, nitrogen oxide injection, steam cycle makeup, and fire protection, as well as potable water for employee use, and landscape irrigation will be the City of Fort Lauderdale.

FPL evaluated the use of Surficial aquifer wells for landscape irrigation as part of the Application. The salinity of the groundwater at this location is too high to be used for that purpose, other than from a narrow shallow zone. To obtain fresh water, in excess of 15 very shallow wells would be required to provide the volume needed. Use of wells was determined to be unfeasible.

In the Application, FPL indicates it would evaluate using reclaimed water for process and irrigation uses if the City of Hollywood or the City of Fort Lauderdale builds a pipeline to deliver reclaimed to the PEEC site and if the reclaimed water meets FPL's water quantity and quality requirements. However, FPL states that use of reclaimed water for cooling water is not economically feasible because it would require the construction of cooling towers and reduce the energy generated at the facility.

2.2.1 Port Everglades Department Evaluation

Background:

Florida Power & Light Company (FPL) is proposing a project to modernize their Port Everglades Plant Units 1 through 4 into a highly efficient, lower emission energy center

using the latest combined cycle technology and designated as the Port Everglades Next Generation Clean Energy Center Project (PEEC). The proposed project will be developed on lands within the Port Everglades Jurisdictional Area, most of which is owned by FPL and on which the existing FPL Port Everglades Plant is located. The project plan also specifies that in order to successfully develop the PEEC there is the need for FPL to maintain, modify existing rights or secure additional property rights on Broward County owned lands within Port Everglades in order to remove, add, modify or maintain certain facilities required for development of the PEEC. These facilities include cooling water intake and discharge canals, a pipeline from the port's dock in order to occasionally receive waterborne deliveries of ultra-low sulfur diesel fuel (ULSD) for back-up supply in the event of a natural gas disruption and an Aquatic Organism Return System (AORS) required under the FPL Port Everglades Plant Industrial Wastewater Facility Permit No. FL0001538 issued by the Florida Department of Environmental Protection (FDEP).

The Broward County Port Everglades Department (Port) has responsibility for administering the use of Broward County (County) owned land within the Port Jurisdictional Area under rules, regulations and guidelines established by the Broward County Board of County Commissioners (Board). Only the Board has the authority to commit the long term use of County owned land within Port Everglades by sale, lease, license, easement, permit, etc.

Summary:

The Broward County Port Everglades Department has reviewed the Application for the PEEC primarily as Port Administrator, responsible for current and future port operations, safety, security, planning and development within the Port Everglades Jurisdictional Area, and as a representative of the County as land owner that has been requested by FPL to make available certain County owned land in order to remove, add, modify or maintain facilities required for development of the PEEC.

The Port Everglades Department, after careful review of the Application and associated discussions with and representations made by FPL PEEC project staff, believes: 1) the PEEC project as proposed can be considered compatible with present Port Everglades operations and; 2) PEEC project facilities can be accommodated on Broward County land in the Port as proposed, if License Agreements between FPL and the Broward County Board of County Commissioners establishing terms which protect the rights of Broward County as land owner, and ensure the ability of the Port to continue to perform its public and commercial functions now and into the future, are put into place prior to installation of any new facilities.

2.2.2 Environmental Protection and Growth Management Department Evaluation

The County has reviewed the Application with respect to current County regulatory authority and property ownership interests. Additional information was requested during the completeness review process, including the planned and potential use of reclaimed water for non-potable purposes, and other natural resources issues. Staff reviewed the full response document, dated April 2012, and is of the opinion that most issues are adequately addressed as part of the completeness review. Based on the information contained in the Application and subject to FPL compliance with the County's recommended conditions of certification, below, and those of the other agencies with jurisdiction, the County recommends approval of the PEEC project.

SECTION 3. RECOMMENDED CONDITIONS OF CERTIFICATION

3.1 Legal/Administrative Conditions

1. GENERAL

a. Responsible Entity

The Licensee shall be responsible for compliance with the Certification Conditions, the nonprocedural requirements of Chapter 27 of the Code, and any agreements entered into between the Licensee and Broward County pursuant to this Certification. If regulatory or contractual rights, duties, or obligations are transferred under this Certification, notice of such transfer or assignment, including the identification of the entity responsible for compliance with the Certification, shall immediately be submitted to the Florida Department of Environmental Protection and the County by the previous certification holder (Licensee) and the Assignee. Any assignment or transfer shall carry with it the full responsibility for the limitations and conditions of this Certification. The previous Licensee shall be responsible for informing the Assignee of all authorized facilities and uses and the conditions under which they were authorized, as well as proper assumption of any contractual duties agreed to between the County and Licensee. The previous Licensee shall remain liable for corrective actions that may be required as a result of any violations prior to transfer or assignment of any regulatory or contractual rights, duties, or obligations under this Certification. Reference: Sections 27-58 and 27-61, BCC.

b. Minimum Standards

This Certification is based on the Licensee's Application and information submitted to the County which reasonably demonstrates that harm to natural resources will not be caused by the authorized activities. The plans, drawings and design specifications submitted by the Licensee shall be considered the minimum standards for compliance. Reference: Sections 27-56 and 27-58, BCC.

c. Compliance Requirements

The PEEC project must be constructed, operated and maintained in compliance with and meet all non-procedural requirements set forth in Chapter 27, BCC, including, but not limited to, Sections 27-53 through 27-62, BCC, regarding licenses and licensees.

d. Off-site Impacts

It is the responsibility of the Licensee to ensure that pollution or harm to natural resources does not occur during the construction, operation, and maintenance of the PEEC project, other than as authorized herein. Reference: Sections 27-53, 27-54, and 27-55, BCC.

e. Liability

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

f. Access

County representatives shall be allowed reasonable access to the power plant site, the water withdrawal facilities, and any associated facilities to enter, inspect, and observe any activities associated with the construction, operation, maintenance, or modification of the PEEC project in order to determine compliance with the conditions of this Certification. The Licensee shall not refuse entry or access to any County representative who, upon reasonable notice, requests entry for the purpose of the above noted inspection and presents appropriate credentials. Reference: Section 27-8, BCC.

g. Post Certification Information Submittals

Information submitted to the County subsequent to Certification, in compliance with the conditions of this Certification, shall be for the purpose of the County determining the Licensee's compliance with the Certification conditions and the non-procedural criteria contained in Chapter 27 or any agreements entered into between Licensee and Broward County pursuant to this Certification, as applicable, prior to the commencement of the subject construction, operation and/or maintenance activity covered thereunder. Reference: Rule 62-17.191, F.A.C.

h. Enforcement

The County may confer with DEP to request DEP to take any and all lawful actions that are necessary to enforce any condition of this Certification based on the authorizing statutes and rules DEP and the County, as incorporated into this Certification. Reference: Section 403.514, F.S. and Chapter 27, BCC.

i. Dispute Resolution

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

j. Objections

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

3.2 Port Everglades Department Conditions

A. Removal of the No.6 Heavy Fuel Oil System from Broward County Land.

Sections of the existing No.6 Heavy Fuel Oil piping and associated facilities are located on Broward County land within Port Everglades subject to the terms and conditions of a License Agreement between Broward County and Florida Power & Light Company for Bulk Petroleum Pipelines effective June 24, 2008. The License Agreement, while referenced in the Application Section 3.2.4.1 2), is not included in the Application Appendix. We believe the 2008 License Agreement is an important document relative to Application as it defines the detailed parameters under which FPL has historically agreed to install, maintain, operate, repair, remove or replace FPL owned pipelines on Broward County land within the Port Everglades Jurisdictional Area and have attached a copy as Exhibit 1. The License Agreement also applies to those sections of the FPL owned jet fuel piping system on County property which for decades has been leased to and operated by others in the private sector and used to receive jet fuel from ocean going vessels that is primarily destined for delivery to Miami International Airport and Fort Lauderdale-Hollywood International Airport. The Port Everglades Department understands that it is FPL's intent to continue to lease out both the jet fuel receiving pipeline and associated FPL primary storage tanks, No. 901 and No. 902, to a third party for ongoing use in the jet fuel aviation trade. The terms and conditions of the 2008 License Agreement between FPL and the County are consistent with the many other license agreements entered into by Broward County with other parties consisting of a fair representation of major U. S. and international oil companies some of whom compete with FPL's tenant in the aviation trade. The License Agreement between FPL and the County which expires in June 2018 grants FPL the "non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipelines". Since the FPL jet fuel system having sections located on County land is expected to continue to operate and require the License from the Port to be in effect, the Port Everglades Department would expect the No. 6 Heavy Fuel Oil piping and associated facilities located on County land be removed by FPL in accordance with the License Agreement in place.

The Port Everglades Department recommends a condition to the PEEC Certification require the existing No.6 Heavy Fuel Oil Pipeline and associated facilities be de-commissioned and removed in accordance with the terms and conditions of the License Agreement effective June 24, 2008 between FPL and Broward County.

B. Installation of the Ultra Low Sulfur Diesel (ULSD) Pipeline on Broward County Land.

FPL proposes to install a new ULSD pipeline, sections of which will be located on County owned land, in order to provide waterborne receiving capability of back-up fuel supply for the PEEC. Broward County has provided right of ways under license agreements for numerous pipeline facilities of the same physical and operational type allowing the installation, maintenance, operation, repair and replacement of pipelines on County land for the movement of transportation fuels from the docks at Port Everglades to privately owned storage facilities located within the Port Everglades Jurisdictional Area. The storage facilities as well as the pipelines connecting them to the Port Everglades docks are considered critical regional infrastructure and as such must operate dependably and efficiently. Many have done so for periods exceeding 50 years under well established, consistent and accepted terms and conditions of Pipeline License Agreements with Broward County and its predecessors administering Port Everglades. Moreover, the section of the interstate natural gas pipeline located on Broward County land within the Port Everglades Jurisdictional Area that will deliver the primary fuel supply to the PEEC site is installed, maintained, operated, repaired, replaced and removed under terms and conditions of a March 23, 2010 Pipeline License Agreement and Amendments between Broward County and Florida Gas Transmission, LLC that is generally consistent with licenses in place with the oil industry and FPL for the conveyance of petroleum products. The FPL proposed ULSD pipeline differs only by the fact that it is not intended for regular high volume use. It is expected to be used on relatively rare occasions as dictated by the need to maintain back-up fuel of suitable quality for the PEEC. Accordingly the County believes that the sections of the proposed ULSD dockline located on County land must be subject to the terms and conditions of a License Agreement for Bulk Petroleum Pipelines generally consistent with other licenses already in place but providing the following modifications to accommodate the specific nature of the PEEC:

Term: Subject to a restriction that the pipeline only be used to directly support the PEEC or other FPL owned generating plants, the term of the License would be 30 years, representing the expected economic life of the PEEC project.

Design: New ULSD piping installed below ground on County land would be of double wall construction with leak detection regardless of whether or not state regulations require the upgrade.

Economic Sustainability: The Pipeline License Agreement would include mutually agreeable terms to help insure the ability of the Port to maintain the marine infrastructure necessary to accommodate occasional delivery of ULSD to PEEC

over the term of the Agreement, recognizing Port revenues from throughput volumes of the back-up fuel will be minimal.

Final Pipeline Route (Right-of-Way) Determination: In addition to the pipeline route meeting the needs of the PEEC, the terms of the Pipeline License would require approval of the route by the Port Everglades Department after considering compatibility with current and expected future marine and landside cargo operations, future Port redevelopment plans, and existing infrastructure. FPL would be required to submit their plans to the Port for approval including an engineering study showing the proposed route and depicting the facilities in both plan and profile views, locations of all existing surface and underground infrastructure crossing or in close proximity to the proposed route with underground infrastructure confirmed by physical locates as necessary. The proposed installation methodology must also be included.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to submit a copy of an executed Petroleum Pipeline License Agreement with Broward County for the installation, operation and maintenance of the ULSD pipeline to the FDEP Siting Coordination Office prior to initiating construction of the pipeline on County land.

C. Installation of the Aquatic Organism Return System on Broward County Land.

FPL proposes to install an Aquatic Organism Return System (AORS), sections of which will be located on County owned land and which will require placement of the discharge line through an existing seawall in a yet to be determined active ship berthing area. To the Port's knowledge FPL has not yet performed any detailed engineering on the AORS and its ultimate recommended placement within Port Everglades Jurisdictional Area. Representations by FPL to date as to design requirements and placement have been imprecise and discussions between FPL and Port staff hypothetical. An indication of the high and apparently increasing level of uncertainty surrounding design and placement of the AORS is the shift made by FPL in defining the corridor for possible placement of linear facilities. Figure VI-B.3.1 included as part of the April 4, 2012 FPL Response to the initial FDEP Determination of Incompleteness, and attached as Exhibit 2, depicts a newly defined corridor that is more than three times the area in the original Site Certification Application represented in Figure 3.2.4-3 attached as Exhibit 3. The substantial change was the result of informal observations made by Port staff on the difficulties inherent in the "The preferred northern route for the aquatic organism return system (that) terminates in Slip No. 1." We use the example to illustrate the point that the details of the design and actual placement of the AORS are highly uncertain, even at present. This uncertainty, when coupled with the fact that expanded corridor chosen by FPL now includes not only core areas of the Port committed to petroleum operations found in the original APPLICATION, but areas of the Port involving cement facilities, areas with container operations, and Cruise Terminal 18, the largest cruise passenger terminal in the world, and its associated berth, raises significant concern. The

Port Everglades Department while supporting the PEEC project, including installation of the AORS in a location and of a design compatible with Port operations, is concerned about any further development of the AORS concept and placement in an area of the Port having regional importance without the benefit of a detailed License Agreement between Broward County and FPL. While FPL's April 4, 2012 response to the earlier FDEP Determination of Incompleteness appears to attempt to address Port concerns it falls well short of recognizing the myriad of Port issues that are typically addressed in a formal license agreement with the County covering use of land within the Port. In an attempt to add specificity to the process and be consistent with FPL's stated interest that the Conditions of Certification "may place terms and conditions on the use of Port lands for FPL's PEEC linear facilities similar to those provided by the current license agreements between FPL and the Port Everglades Department of Broward County" we list below additional or modified terms to be included in an AORS License Agreement:

Term: The term of the License would be 30 years, representing the expected economic life of the PEEC project.

Design: The AORS will be installed and maintained below ground and designed so as to withstand any superimposed load that may be placed on it through the activities of the Port Everglades Department and persons, firms, or corporations engaging in activities at Port Everglades over and across or adjacent to the AORS. The AORS outfall will be located, designed, installed and maintained so as to withstand the impact of periodic powerful, potentially violent prop wash conditions at the dock face from ship, barge or tug movements, including those equipped with azipod drives, bow thrusters, etc., generated through the activities of the Port Everglades Department and persons, vessels, firms, or corporations engaging in activities at Port Everglades.

Economic Sustainability: The AORS License Agreement would include mutually agreeable terms to help insure the ability of the Port to accommodate the AORS during the life of the PEEC.

Port Operations: Consideration for the proper functioning of the AORS shall not in any event be the basis for modification of normal Port operations. Broward County shall not be responsible in any manner for damage to the AORS from Port operations or consequential impacts on PEEC operations.

Final AORS Route (Right-of-Way) Determination : In addition to the AORS route meeting the needs of the PEEC, the terms of the AORS License would require approval of the route by the Port Everglades Department after considering compatibility with current and expected future marine and landside cargo operations, future Port redevelopment plans, and existing infrastructure. FPL would be required to submit their plans to the Port for approval including an engineering study showing the proposed route and depicting the facilities in both plan and profile views, locations of all existing surface and underground infrastructure crossing or in close proximity to the proposed route with underground infrastructure confirmed by physical locates as necessary. The proposed installation methodology must also be included.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to submit a copy of an executed License Agreement with Broward County for the installation, operation and maintenance of the PEEC Aquatic Organism Return System to the FDEP Siting Coordination Office prior to initiating construction of the AORS on County land.

D. Maintenance of existing cooling water intake ducts and discharge canal.

The existing FPL subgrade cooling water intake ducts and open cooling water discharge canal were originally constructed by FPL under the terms of a 1957 Easement between FPL and the Broward County Port Authority which was the predecessor of Broward County operating Port Everglades. The Easement, among other things granted FPL “an easement for the purpose of the Company locating, establishing, constructing and thereafter operating and maintaining at the cost and expense of the Company and at no cost and expense whatsoever to the Authority a Water Discharge Canal” and, separately, “Water Intake Ducts”. FPL is proposing to continue to use the cooling water intake ducts and open cooling water discharge canal as part of the PEEC. While the Port Everglades Department is aware of recent maintenance having been performed on the intake ducts we have no record of maintenance or a maintenance survey being performed by FPL on the discharge canal and there are obvious areas of decay including erosion and invasive exotic vegetation. Discussions with FPL staff associated with the PEEC indicate FPL is willing to timely address this maintenance issue in order to assure proper upkeep of this integral part of the PEEC.

The Port Everglades Department recommends a condition to the PEEC Certification require FPL to perform an inspection of and develop a maintenance plan (consistent with the September 30, 1957 Intake and Discharge Easement) for the intake and discharge canals and ducts off FPL’s property. FPL will submit the results of the inspection and a proposed maintenance plan to the Port Everglades Department for review prior to operation of the PEEC.

Exhibits 1, 2, and 3, referenced above, are attached to this Agency Report.

3.3 Environmental Protection and Growth Management Department Conditions

A. Alternative Water Supplies

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

- B. Discharges to surface water from the Port Everglades Energy Center shall comply with the applicable Broward County Water Quality Standards. Reference: Sections 27-193 through 27-197, BCC.
- a. Compliance with the applicable Broward County Water Quality Standards shall be demonstrated through submittal of the once-through non-contact cooling water outfall D-001 Discharge Monitoring Report form required under FDEP-issued NPDES Permit No. FL0001538.
 - i. Licensee shall submit the monthly outfall D-001 Discharge Monitoring Report to the Broward County Planning and Environmental Regulation Division on a semi-annual basis.
 - ii. Water quality monitoring will be performed in accordance with the applicable FDEP sampling protocols.
 - iii. A National Environmental Laboratory Accreditation Program certified laboratory shall analyze the water quality samples reported on the Discharge Monitoring Report.
- C. Any dewatering performed within areas relative to the Application and PEEC project requires a post-certification submittal by the Licensee of a certified dewatering plan, as these areas are either contaminated or are located within one-quarter mile of contamination, in accordance with the Pollution Prevention and Remediation Division's Dewatering Standard Operating Procedure. DEP shall coordinate review of any dewatering plan submitted with the County to ensure that it is sufficient to protect the natural resources of the County. Reference: Subsections 27-353(i) and 27-355(e), BCC.

LICENSE AGREEMENT
Between
BROWARD COUNTY
and
FLORIDA POWER & LIGHT COMPANY
for
Bulk Petroleum Product Pipelines
at
PORT EVERGLADES
IN BROWARD COUNTY, FLORIDA

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	RECITALS	2
2	DEFINITIONS AND IDENTIFICATIONS	2
3	GRANT/RELOCATION BY LICENSEE	3
4	TITLE/RESERVATION OF TITLE	4
5	RECITALS	4
6	BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE	4
7	LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY	6
8	NOTICE	7
9	NON-EXCLUSIVE	8
10	TIME OF ESSENCE – PARTIES RIGHTS CUMULATIVE	9
11	TERMS BINDING ON SUCCESSORS AND ASSIGNS	9
12	INDEMNIFICATION	9
13	LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS	10
14	WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS; COMPLIANCE WITH TARIFF	10
15	COVENANTS OF PARTIES	11
16	INSURANCE REQUIREMENTS	12
17	COMPLIANCE WITH LAWS	13
18	LICENSES, PERMITS, TAXES	13
19	ASSIGNMENT	13
20	DEFAULT - REMEDIES	14

ARTICLE

PAGE

21	TERMINATION/NON-USE.....	14
22	FORCE MAJEURE	15
23	MISCELLANEOUS	15

LICENSE AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA POWER & LIGHT COMPANY

for

Bulk Petroleum Product Pipelines

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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

AND

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, authorized to transact business in the state of Florida, its successors and assigns, hereinafter referred to as "LICENSEE."

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

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

Based upon the foregoing, COUNTY has determined that the covenants of this License Agreement are essential in order to justify the expenditures associated with its role in operating the Port.

WHEREAS, the LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port. The parties acknowledge that LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port; including associated cathodic protection equipment on adjacent COUNTY lands, as defined herein. Collectively referred to hereinafter as "Pipeline(s)."

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

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

ARTICLE 1

RECITALS

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

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

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this License Agreement as set forth herein. In the administration of this License Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

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

County Administrator – The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

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

Indemnified Matters – Any and all suits, claims, causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, losses, liabilities, obligations, penalties and expenditures of any kind including, attorney fees, court costs, and expenses.

License Agreement – This document, the Whereas clauses, recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

LICENSEE – FLORIDA POWER & LIGHT COMPANY.

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

Port Director – The duly appointed Director of the Port Everglades Department of Broward County.

Premises – The land described in Exhibit "A."

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

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port and more particularly described on Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any Indemnified Matters as more fully described in Article 12. INDEMNIFICATION of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction

over the Pipeline(s) or at the request of LICENSEE, all expenses of deactivation, and/or relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands, or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 4

TITLE/RESERVATION OF TITLE

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

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by all parties and shall continue for a period of ten (10) years unless sooner terminated as provided herein.

ARTICLE 6

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

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

6.2 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any

pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation by LICENSEE or its operation, maintenance, or removal of the Pipeline(s), LICENSEE shall at its own expense replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

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

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

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

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

6.7 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop or re-develop utilities, cables, roads, parking areas, pavements, piers, docks, deep water slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install and/or develop such improvements shall be given by COUNTY to LICENSEE one (1) year before same shall be made. Any

required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the re-development of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

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

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing and inspection records. All maintenance tests shall be performed in accordance with the latest provisions of Chapter 62-762, F.A.C., and other applicable state and federal regulations.

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

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

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing the COUNTY with quarterly written reports detailing

cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization which the COUNTY monitors regularly and which provides the COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies, the COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines and policies as may be imposed by the COUNTY with reference to placement of cathodic protection systems on COUNTY owned land within the Port.

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

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, it shall also contract with an independent inspection and testing company to provide an in depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to the COUNTY and LICENSEE.

7.10 At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a re-occurrence.

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

ARTICLE 8

NOTICE

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

Notice to the COUNTY shall be addressed to:

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

With a copy mailed to:

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

Notice to the LICENSEE shall be addressed to:

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

With copies mailed to:

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

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

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

ARTICLE 9

NON-EXCLUSIVE

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

ARTICLE 10

TIME OF ESSENCE - PARTIES' RIGHTS CUMULATIVE

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

ARTICLE 11

TERMS BINDING ON SUCCESSORS AND ASSIGNS

The provisions and terms hereof shall extend to and be binding upon the parties hereto their successors and assigns.

ARTICLE 12

INDEMNIFICATION

12.1 LICENSEE covenants and agrees at its sole cost and expense, to indemnify, defend and hold COUNTY, its officers, agents, servants and employees harmless from and against Indemnified Matters, which may at any time be imposed upon, incurred by or asserted or awarded against COUNTY and arising from or out of the past, present, or future installation, operation, maintenance, replacement, repair, abandonment or removal of the Pipeline(s) or other use of the Premises (whether legal or illegal) by LICENSEE, its predecessors, successors, assigns, servants, agents, or employees, except to the extent such Indemnified Matters arise directly from the negligence of COUNTY or willful misconduct of COUNTY, its predecessor, servants, agents, or employees.

12.2 Promptly after the receipt by COUNTY of written notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the Indemnified Matters, COUNTY shall notify LICENSEE thereof in writing; but the failure by COUNTY promptly to give such notice shall not relieve LICENSEE of any liability which it may have to COUNTY hereunder.

12.3 It is expressly understood and agreed that failure by COUNTY to object to any actions taken by LICENSEE or LICENSEE's failure to take any action shall not be construed to be an approval by COUNTY of such actions or failure to act.

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

12.5 COUNTY agrees to cooperate with LICENSEE with respect to the Indemnified Matters.

ARTICLE 13

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

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

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

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

ARTICLE 14

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

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

14.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the

Port by water and upon which wharfage charges have already been paid to COUNTY.

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

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

ARTICLE 15

COVENANTS OF PARTIES

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

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

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

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

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

15.4.2 In the event LICENSEE brings into the Port, Product(s) by means other than by water, rail or truck this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 21. TERMINATION/NON-USE, herein.

ARTICLE 16

INSURANCE REQUIREMENTS

16.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers Compensation, Business Automobile Liability and Environmental Impairment Liability in the amounts as follows:

16.1.1 Commercial General Liability in the amount of \$25,000,000.00 combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name Broward County Board of Commissioners as an additional insured.

16.1.2 Environmental Impairment Liability in the minimum amount of \$10,000,000.00 per occurrence.

16.1.3 Business Auto Liability in the minimum amount of \$50,000.00 per person, and \$100,000.00 per incident as to Bodily Injury and \$20,000.00 per incident as to Property Damage, with no deductible. Such policy shall insure owned, non-owned and hired vehicles.

16.1.4 Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

16.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance which provide COUNTY with thirty (30) days' prior written notice of cancellation and/or non-renewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein.

16.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty

(60) days prior to the Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) days of request.

ARTICLE 17

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 18

LICENSE, PERMITS, TAXES

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

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

ARTICLE 19

ASSIGNMENT

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

ARTICLE 20

DEFAULT – REMEDIES

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

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

ARTICLE 21

TERMINATION/NON-USE

21.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 20. DEFAULT - REMEDIES herein, this Agreement may be terminated by COUNTY upon non-use of the Pipeline(s) by LICENSEE for a continuous period of three (3) years.

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

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

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

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

ARTICLE 22

FORCE MAJEURE

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

ARTICLE 23

MISCELLANEOUS

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

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

23.3 It is agreed by and between the parties hereto that this Agreement replaces and supersedes all prior agreements, easements and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and the COUNTY.

23.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the City of Fort Lauderdale, the City of Dania, and Broward COUNTY (collectively, "Development Orders"). COUNTY has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR

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

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

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

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

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

23.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

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

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

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

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

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

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

23.16 The LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16- 1/2) in performing any services pursuant to this Agreement.

23.17 AUDIT RIGHT AND RETENTION OF RECORDS.

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

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

23.18 SECURITY.

23.18.1 To the extent applicable to the Premises, and while on the Premises and other land subject to Section 311.12, F.S., within the Port, LICENSEE, at its sole cost, shall comply with Section 311.12, F.S., Seaport Security Standards, and Section 311.125, F.S., Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for ports, and shall obtain all necessary security clearances, including criminal background checks for the LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to the COUNTY's security plan for the Port.

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

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its _____, authorized to execute same by Board action on the 24th day of June, 2008, and FLORIDA POWER & LIGHT COMPANY, signing by and through its Prox. MGR., duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Chris Wexler
Mayor

Reviewed and Approved by
Risk Management

[Signature]
Risk Management Division

Approved as to form by
JERRY J. NEWTON, County Attorney
Office of County Attorney
Broward County, Florida
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: [Signature]
Angela J. Wallace (6/12/08)
Assistant County Attorney

LICENSEE

WITNESSES:

FLORIDA POWER & LIGHT COMPANY

By: Joseph O'Hagan
Joseph O'Hagan
(PRINT NAME)

By: [Signature]
T. Corson
Corp. Real Estate
Project Manager

By: Jeff Long
(PRINT NAME)

11th day of June, 2008

G:\PORT\LEGAL\WPDOCS\2008\Easements & Pipelines.08\FPL Pipeline.doc

(A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 1

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF THE MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 23.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 87.37 FEET; THENCE SOUTH 42°55'47" WEST A DISTANCE OF 50.95 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 92.85 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°02'57" WEST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 64.60 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "B"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 452.15 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "C"; THENCE CONTINUE SOUTH 87°54'14" WEST A DISTANCE OF 475.36 FEET TO A POINT; THENCE SOUTH 01°12'54" EAST A DISTANCE OF 241.03 FEET TO A POINT; THENCE SOUTH 01°10'16" EAST A DISTANCE OF 242.52 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "D"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 158.17 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13" BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF TERMINATION AT A VALVE PIT AT BERTH 12.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "C" THENCE SOUTH 02°05'46" EAST A DISTANCE OF 87.50 FEET TO A POINT LYING 3.50 FEET SOUTH OF THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91; THENCE NORTH 88°00'32" EAST 3.5 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LEASE A DISTANCE OF 83.84 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "D" THENCE NORTH 87°54'14" EAST A DISTANCE OF 105.73 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 13.00 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 321.80 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "F"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 46.70 FEET; THENCE SOUTH 47°06'21" EAST A DISTANCE OF 28.29 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 405.00 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 33.20 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 15, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "G".

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT TO A VALVE PIT AT BERTH 14)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "F"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF TERMINATION ON THE SOUTH LINE OF A VALVE PIT AT BERTH 14.

TOGETHER WITH: (A 16.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 8.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "B"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 309.25 FEET TO A POINT OF TERMINATION OF SAID 16.00 FOOT EASEMENT, SAID POINT ALSO BEING REFERENCE POINT "E".

TOGETHER WITH: (A 30.00 FOOT WIDE PIPELINE AND VALVE PIT EASEMENT)

A STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "E"; THENCE SOUTH 87°10'13" WEST A DISTANCE OF 8.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°49'47" WEST A DISTANCE OF 49.70 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 11)

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 477.56 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 14.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET; THENCE SOUTH 87°58'20" WEST A DISTANCE OF 9.5 FEET; THENCE SOUTH 02°01'40" EAST A DISTANCE OF 13.0 FEET; THENCE NORTH 87°58'20" EAST A DISTANCE OF 9.5 FEET; THENCE NORTH 02°01'40" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 13.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PITS NORTH OF BERTH 12)

BEGINNING AT SAID REFERENCE POINT "B"; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 37.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 10.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 37.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT WEST OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 1°10'16" WEST A DISTANCE OF 156.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET; THENCE NORTH 01°10'16" WEST A DISTANCE OF 8.0 FEET; THENCE SOUTH 88°49'44" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 01°10'16" EAST A DISTANCE 8.0 FEET; THENCE NORTH 88°49'44" EAST A DISTANCE OF 6.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (AN EASEMENT FOR ISOLATION PIT SOUTH OF SLIP3)

COMMENCING AT SAID REFERENCE POINT "D"; THENCE NORTH 87°54'14" EAST A DISTANCE OF 98.2 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 3.0 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 12.0 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 12.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 9.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 14)

COMMENCING AT SAID REFERENCE POINT "F" THENCE NORTH 02°05'46" WEST A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "G"; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET; THENCE NORTH 02°05'46" WEST A DISTANCE OF 8.5 FEET; THENCE NORTH 87°54'14" EAST A DISTANCE OF 13.0 FEET; THENCE SOUTH 02°05'46" EAST A DISTANCE OF 8.5 FEET; THENCE SOUTH 87°54'14" WEST A DISTANCE OF 6.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (A 7.00 FOOT WIDE PIPELINE EASEMENT) EASEMENT NO. 2

A STRIP OF LAND 7.00 FOOT IN WIDTH LYING IN PARCEL "A" "PORT EVERGLADES PLAT NO. 13" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155 PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID "PORT EVERGLADES PLAT NO. 13" PARCEL "A"; THENCE SOUTH 02° 01' 40" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 653.96 FEET TO THE INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH WALL OF SLIP 3 AS PRESENTLY CONSTRUCTED; THENCE SOUTH 87°58'20" WEST ALONG THE SAID EASTERLY PROJECTION OF AND THEN ALONG THE NORTH WALL OF SLIP 3 A DISTANCE OF 406.14 FEET; THENCE NORTH 02° 03'14" WEST A DISTANCE OF 21.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 3.50

FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 88.04 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "H"; THENCE SOUTH 88° 25'28" WEST A DISTANCE OF 423.03 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 24.78 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 163.23 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "J"; THENCE CONTINUE SOUTH 87° 25'28" WEST A DISTANCE OF 147.72 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 70.47 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 134.00 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 43.24 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 2.71 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 5.42 FEET; THENCE SOUTH 42° 25'28" WEST A DISTANCE OF 2.42 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 113.90 FEET; THENCE SOUTH 42° 25' 28" WEST A DISTANCE OF 47.25 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 130.50 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 1.86 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 6.37 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "K"; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 140.00 FEET MORE OR LESS TO THE POINT OF TERMINATION AT THE WEST LINE OF SAID "PORT EVERGLADES PLAT NO. 13".

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "K"; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 99.26 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 2.16 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 42° 25'28" EAST A DISTANCE OF 12.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 352.29 FEET; THENCE SOUTH 47° 34'32" EAST A DISTANCE OF 24.00 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 415.83 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 35.51 FEET TO A POINT, HEREINAFTER TO BE KNOWN AS REFERENCE POINT "L" BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "H"; THENCE NORTH 02° 34'32" W A DISTANCE OF 26.75 FEET TO A POINT ON THE SOUTH LINE OF AN EASEMENT FOR AN ISOLATION PIT, SAID POINT BEING THE POINT OF TERMINATION.

TOGETHER WITH:(A 7.00 FOOT WIDE PIPELINE EASEMENT)

A STRIP OF LAND LYING 3.50 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE POINT "J"; THENCE SOUTH 0° 00' 00" EAST A DISTANCE OF 72.14 FEET TO THE NORTH LINE OF THE LOADING ARM AREA LEASE TO CLIFF BERRY, AS SHOWN ON PORT EVERGLADES DRAWING NO. 85P 3375 AS REVISED 10/1/91, BEING THE POINT OF TERMINATION.

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 12)

COMMENCING AT SAID REFERENCE POINT "H"; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 88.04 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 4.0 FEET; THENCE NORTH 87° 25'28" EAST A DISTANCE OF 14.0 FEET; THENCE SOUTH 02° 34'32" EAST A DISTANCE OF 11.5 FEET; THENCE SOUTH 87° 25'28" WEST A DISTANCE OF 14.0 FEET; THENCE NORTH 02° 34'32" WEST A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH: (A VALVE PIT EASEMENT AT BERTH 15)

BEGINNING AT SAID REFERENCE POINT "L"; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 2.60 FEET; THENCE NORTH 02° 05'19" WEST A DISTANCE OF 11.0; THENCE NORTH 87° 54'41" EAST A DISTANCE OF 17.0 FEET; THENCE SOUTH 02° 05'19" EAST A DISTANCE OF 11.0 FEET; THENCE SOUTH 87° 54'41" WEST A DISTANCE OF 14.4 FEET TO THE POINT OF BEGINNING.

EXTENDING AND SHORTENING SIDELINES OF STRIP DESCRIPTIONS SO AS TO INTERSECT THE SIDELINES.

THESE LEGAL DESCRIPTIONS ARE INTENDED TO COVER ALL UNDERGROUND PETROLEUM FACILITIES CURRENTLY OWNED BY FLORIDA POWER AND LIGHT COMPANY.

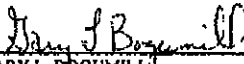
SAID LANDS SITUATE AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY FLORIDA.

NOTE: THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF SOUTH 02° 01' 40" EAST ON THE EAST LINE OF PARCEL "A" AS SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

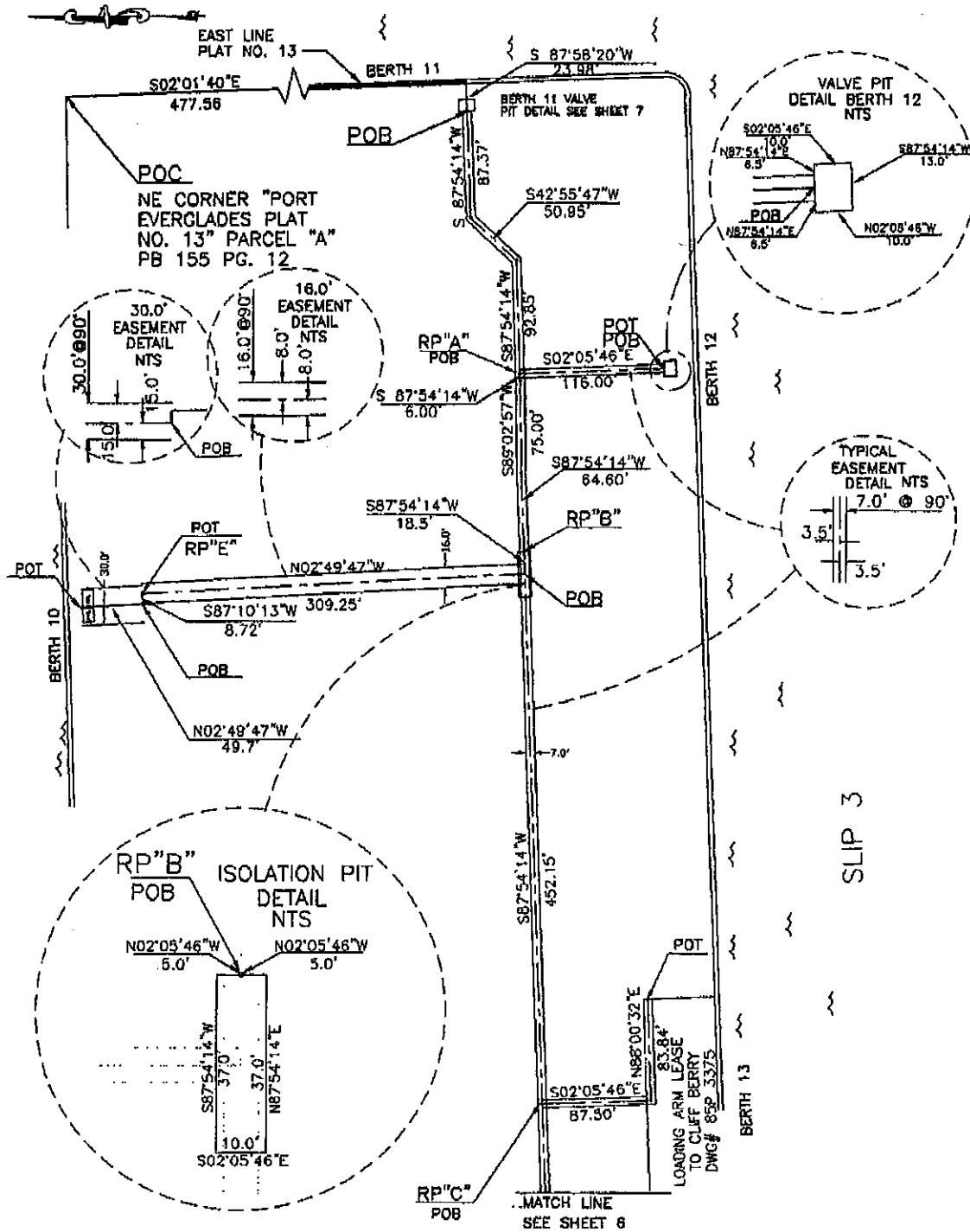
PORT EVERGLADES DEPARTMENT OF BROWARD COUNTY


NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER
GARY L. BOGUMILL
PROFESSIONAL SURVEYOR AND MAPPER NO. 5376
STATE OF FLORIDA

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.1

SHEET 5 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

EASEMENTS TO FPL
FOR PETROLEUM FACILITIES

DATE	SCALE	ACQ. NO.	REVISED BY	DATE
3/12/98	1"=100'	FPL	98P 4329	5

POC--POINT OF COMMENCEMENT
POB--POINT OF BEGINNING
POT--POINT OF TERMINATION
RP--REFERENCE POINT

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.1

SHEET 6 OF 9

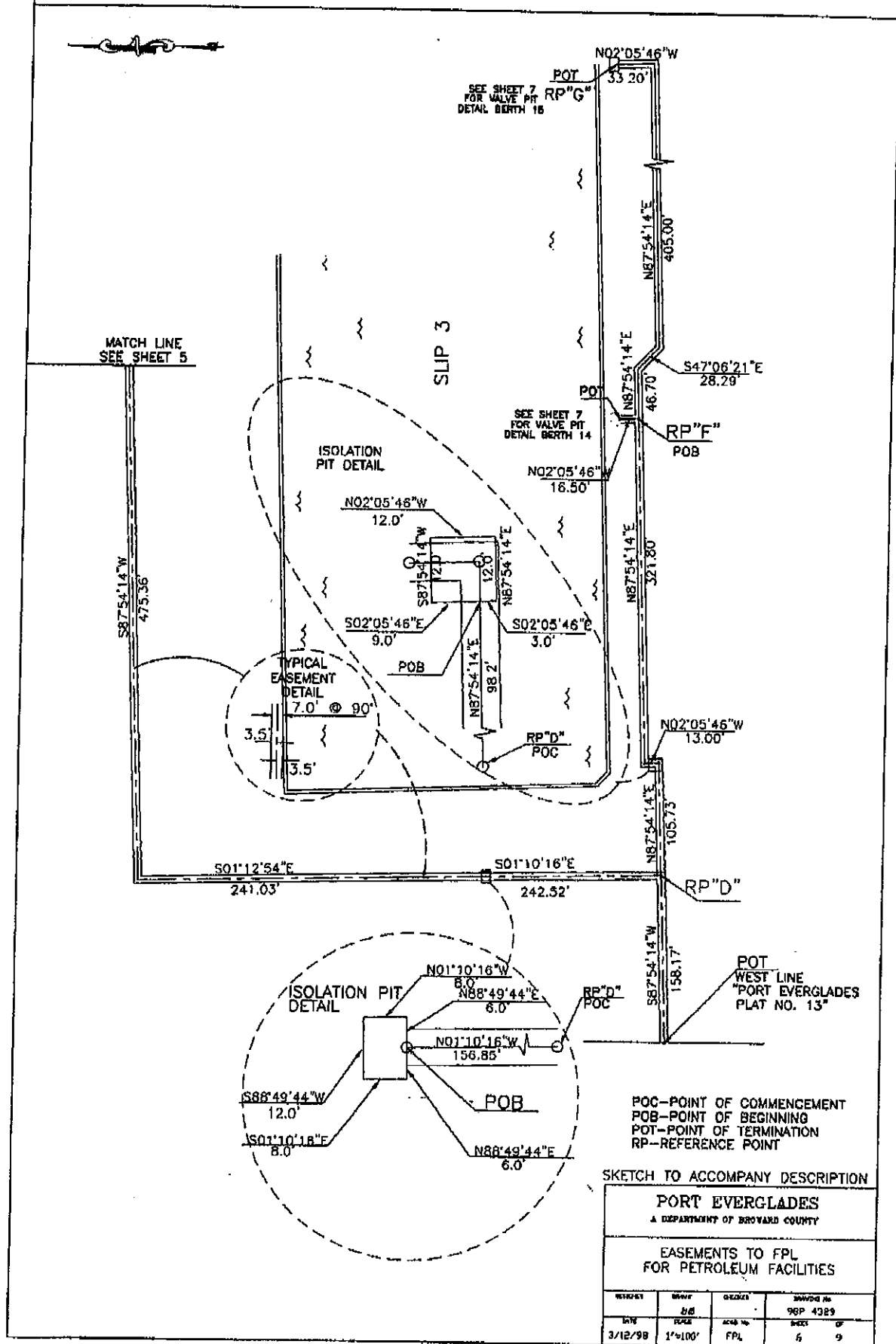
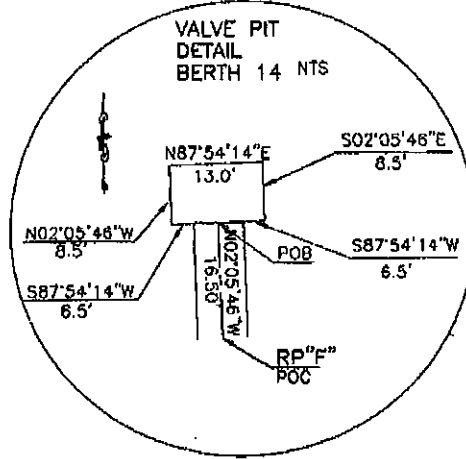
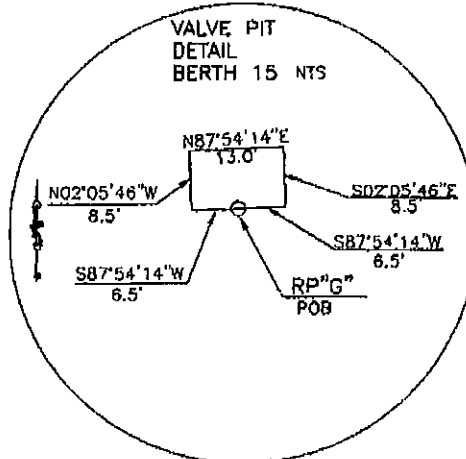
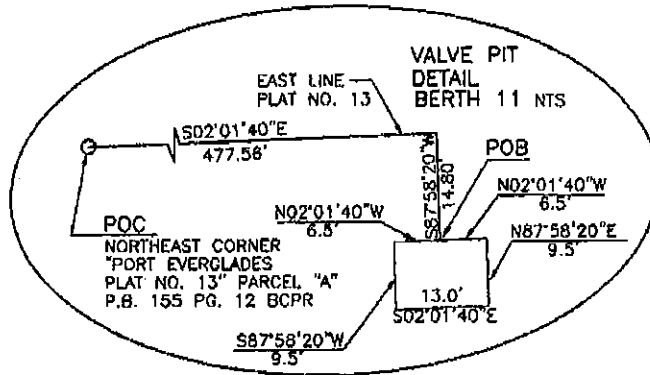


EXHIBIT 1

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.1

SHEET 7 OF 9



POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

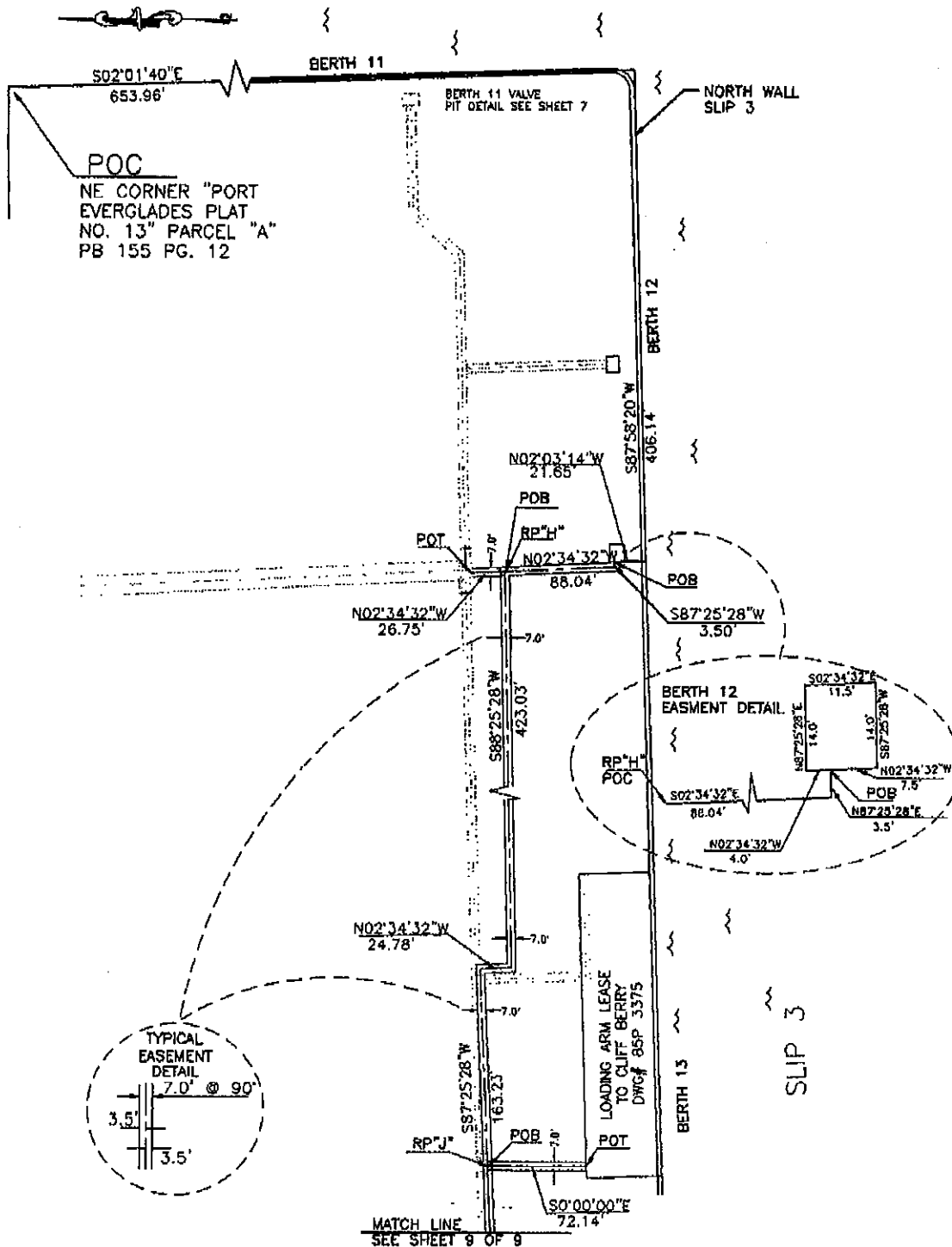
EASEMENTS TO FPL
FOR PETROLEUM FACILITIES

DATE	SCALE	ACB NO.	SHEET	OF
3/12/98	1"=100'	FPL	7	9

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 8 OF 9



SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

**EASEMENTS TO FPL
FOR OIL LINES**

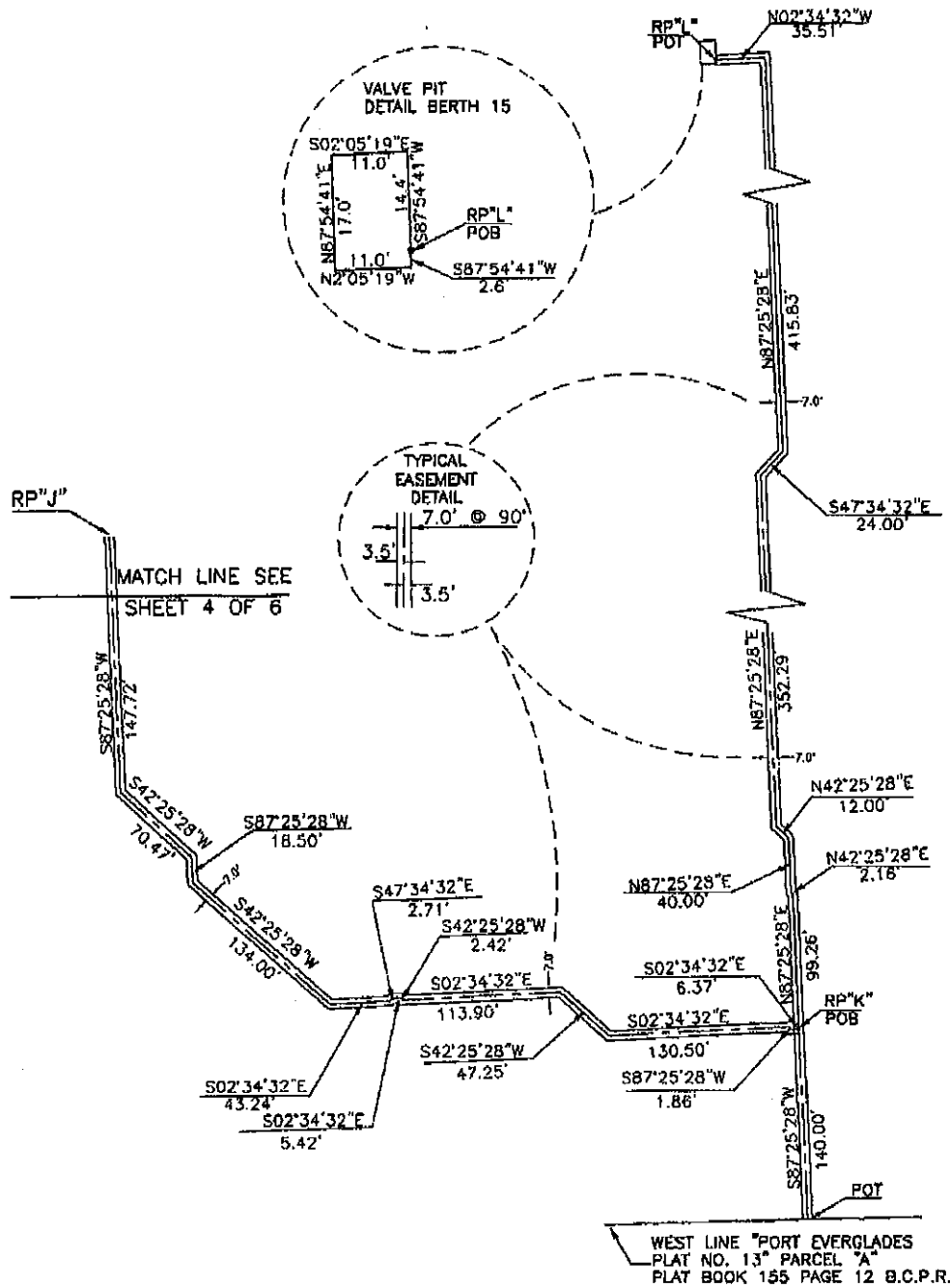
POC--POINT OF COMMENCEMENT
POB--POINT OF BEGINNING
POT--POINT OF TERMINATION
RP--REFERENCE POINT

REVISED	BY	DATE	APPROVED BY
DATE	SCALE	NEAR IN	SHEET
3/12/98	1"=100'	FPL	9

SKETCH TO ACCOMPANY DESCRIPTION

FPL OIL EASEMENT NO.2

SHEET 9 OF 9



POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
RP-REFERENCE POINT

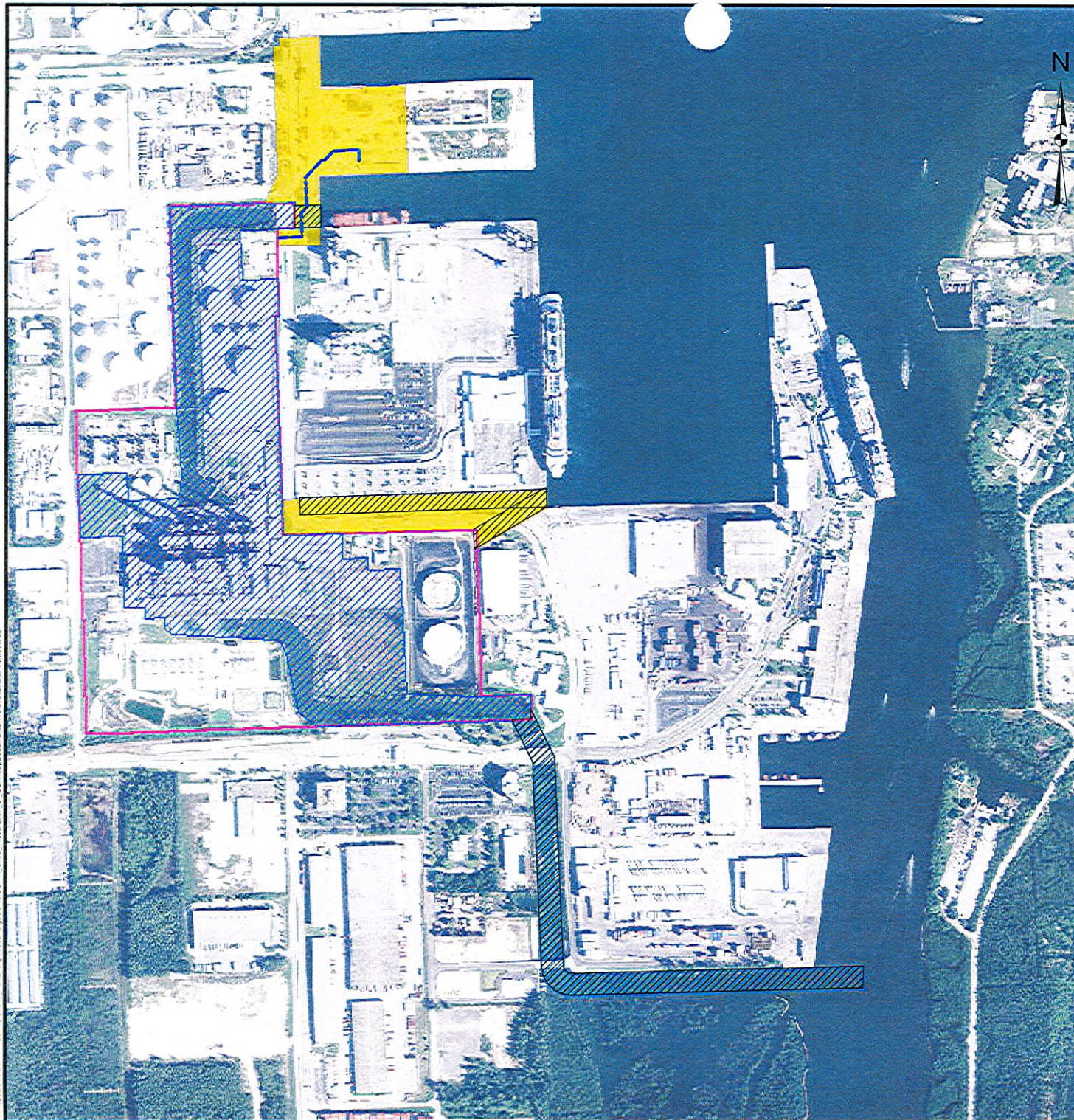
SKETCH TO ACCOMPANY DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

**EASEMENTS TO FPL
FOR PETROLEUM FACILITIES**

REVISION	DATE	BY	CHKD BY	APPROVED BY
1	3/12/98	JL	FPL	9

F:\PROJECTS\2011 PROJ\113-87618 PortEvergladesEnergyCenterSCA 0100 Preparation of SCA\MapDocuments\113-87618A007-FEMA.mxd



LEGEND

-  Proposed Associated Linear Facilities (ULSD Pipeline)
-  Port Everglades Plant Property
-  Port Everglades Energy Center Site
-  Associated Linear Facility Corridors
-  Existing Easements

REFERENCES

1. Port Everglades Plant Property, Existing Easements, Proposed Associated Linear Facilities Easements, Port Everglades Energy Site, Associated Linear Facility Corridors, FPL, 2011
2. Aerial Imagery, USDA/FSA Aerial Photography Field Office, 2010



REV.	DATE	DES.	REVISION DESCRIPTION	GIS	CHK	REVW

PROJECT FPL
PORT EVERGLADES ENERGY CENTER

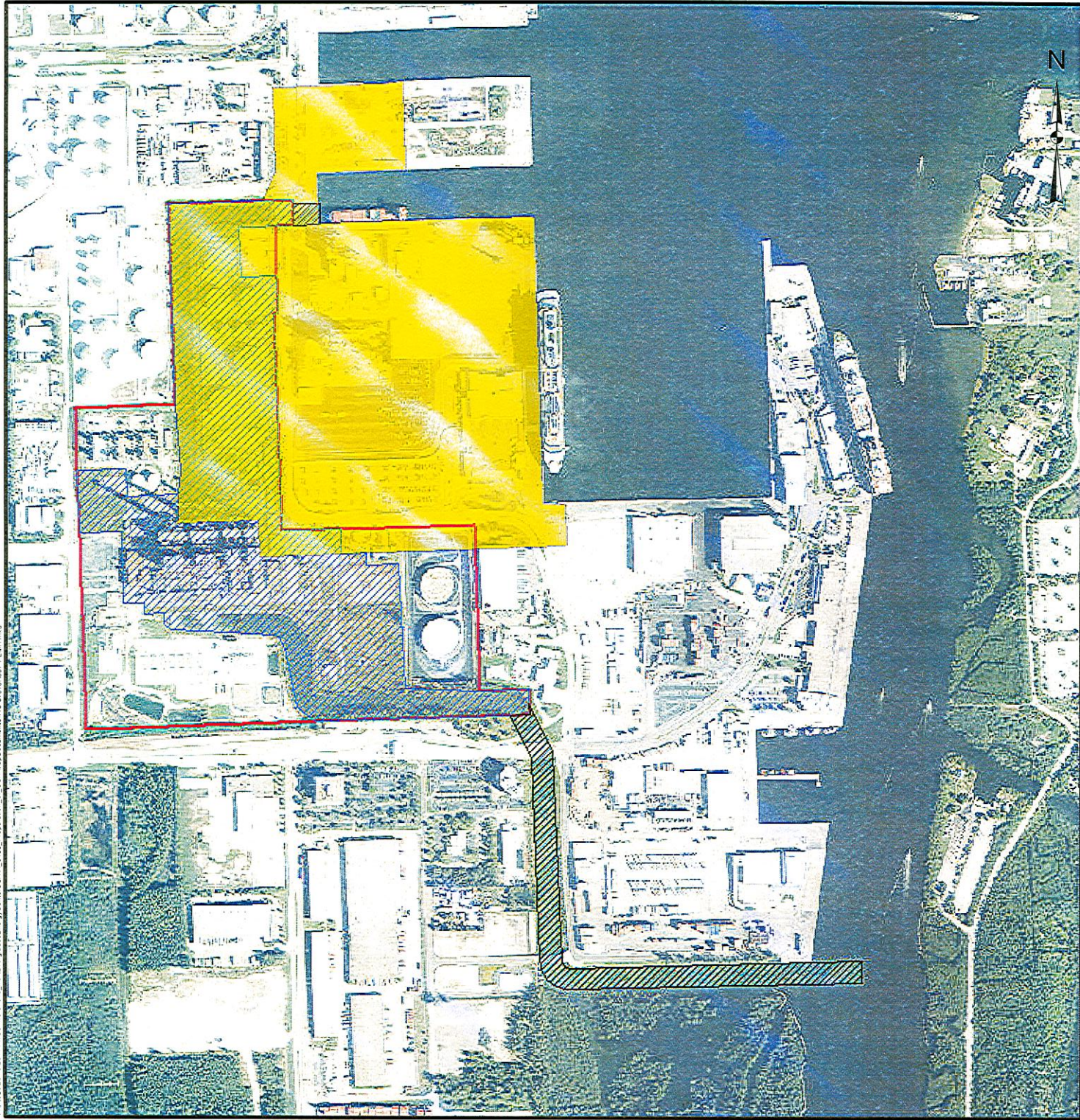
TITLE
AERIAL OF THE
PORT EVERGLADES PLANT PROPERTY
AND FUTURE EASEMENTS



PROJECT No.	113-87618	FILE No.	113-87618A034
DESIGN	RCM	1/5/2012	SCALE AS SHOWN
GIS	NRL	1/13/2012	REV 0
CHECK	RCM	1/13/2012	
REVIEW	NPK	1/13/2012	

FIGURE 3.2.4-3

EXHIBIT 2



LEGEND

- Port Everglades Plant Property
- Port Everglades Energy Center Site
- Existing Easements
- Revised Associated Linear Facility Corridors

- ### REFERENCES
1. Port Everglades Plant Property, Existing Easements, Port Everglades Energy Site, Revised Associated Linear Facility Corridors, FPL 2012
 2. Aerial Imagery, USDA/FSA Aerial Photography Field Office, 2010



REV	DATE	BY	DESCRIPTION	APP	CHK	DATE
PROJECT						
FPL						
PORT EVERGLADES ENERGY CENTER						
TITLE						
AERIAL OF THE PORT EVERGLADES PLANT PROPERTY, EXISTING EASEMENTS, AND REVISED ASSOCIATED LINEAR FACILITY CORRIDORS						
			PROJECT NO.	113-00010	DATE	11/10/2010
			DESIGNED BY	MM	000012	11/10/2010
			CHECKED BY	MM	000012	11/10/2010
			APPROVED BY	MM	000012	11/10/2010
						FIGURE VI-B.3-1

F:\PROJECTS\2011\PROJ\113\00010_PortEvergladesEnergyCenter\SCA_A_0100_Prep\113-00010_PortEvergladesEnergyCenter\SCA_A_0100_Prep.dwg

EXHIBIT 3