

MEMORANDUM

Agenda Item No. 8(J)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an amendment to a 1999 agreement for easement between Miami-Dade County (County) and Florida Power and Light Company (FPL); authorizing an amendment to substation easement in connection therewith; approving a subsurface utility license between County (as licensor) and FPL (as licensee) authorizing FPL to install, operate, and maintain a subsurface transmission line under portions of certain County real property and submerged lands at PortMiami at FPL's cost; and authorizing the County Mayor to execute the above-referenced amendment to agreement for easement, substation easement amendment, and subsurface utility license and to exercise all provisions contained therein

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving and Authorizing the Execution of an Amendment to a 1999 Agreement for Easement with Florida Power & Light Company (FPL), an Amendment to a 1999 FPL Substation Easement Previously Granted by the County, and a New Subsurface Utility License with FPL

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) to approve and execute (1) an amendment to a 1999 Agreement for Easement with Florida Power & Light Company (FPL) (“Agreement Amendment”), (2) an amendment to a 1999 FPL Substation Easement associated therewith (“Easement Amendment”), and (3) a new vertically limited subsurface utility license with FPL (“Subsurface License”).

Under the terms of the above-referenced amendments and Subsurface License, in consideration of the County agreeing to expand FPL’s existing substation and transmission easement parcels at PortMiami, and granting FPL a new Subsurface License (allowing FPL to install, operate, and maintain a single additional 138 kVa subsurface transmission line under the Port), FPL will, at its cost:

- (a) expand the capacity of its existing Lummus Island substation to better serve the current and future electric load requirements of PortMiami as further described in the Background section of this memorandum;
- (b) remove two existing subsurface transmission lines, which currently impair the Port’s ability to construct and complete its planned future Berth 10 cruise facility project, and replace these older and shallower lines with two new subsurface transmission lines to be placed at a deeper elevation to avoid conflicts with current and future Port facilities, structures, and operations; and
- (c) release and cancel two purported (and disputed) 1982 utility easements that were never fully and properly executed or recorded.

Recommendation

It is recommended that the Board adopt the accompanying Resolution, which accomplishes the following:

- (1) Approves and authorizes execution of the Agreement Amendment with FPL to accommodate and require the needed expansion of an existing FPL substation at PortMiami, the removal of certain existing subsurface transmission lines that conflict with planned Seaport transportation improvements, and upgrades and/or replacements of certain FPL transmission lines through and under PortMiami, at FPL’s cost;

- (2) Approves and authorizes execution of the Easement Amendment with FPL, which is attached to the Agreement Amendment as Exhibit 3 thereto; and
- (3) Approves and authorizes execution of the Subsurface License with FPL, authorizing FPL’s installation, operation, maintenance, and repair of one subsurface transmission line under and through portions of County real property and submerged lands at PortMiami in accordance with the terms, conditions, and requirements set forth therein.

Scope

PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of the agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Background

On January 21, 1999, the Board adopted Resolution R-73-99, approving an Agreement with FPL for conveyance of a substation easement at PortMiami (“Substation Easement”) to FPL (“Agreement for Easement”). The 1999 Substation Easement consisted of two parcels: the Substation Parcel, which is currently used for the operation and maintenance of an electric utility substation (“Lummus Substation”); and the subsurface Transmission Parcel, which is currently used by FPL for the operation and maintenance of one or more subsurface electric transmission and distribution lines. As part of the 1999 Agreement for Easement, FPL paid the County the sum of \$1.5 million for the conveyed Substation Easement.

With PortMiami in the midst of implementing several current expansion programs, including the planned provision of shore power, cargo yard infrastructure improvements to accommodate the use of electric Rubber-Tired Gantries (“e-RTGs”) over diesel-powered yard equipment, a new, first-of-its-kind LEED Silver certified shared terminal (“Shared Terminal”) with the capacity to process three (3) cruise vessels simultaneously, and other resilient capital improvement projects, FPL needs to expand the service capacity of its Lummus Substation. To expand its Lummus Substation, FPL needs the County to enlarge the substation parcel element of the existing Substation Easement by approximately an additional one-fifth of an acre, on which FPL will install an additional needed transformer.

Additionally, because FPL’s existing subsurface transmission lines will interfere with the County’s ability to construct the third berth required for the Shared Terminal (Berth 10), the Port previously provided FPL with statutory notice of its need to deepen or relocate these conflicting transmission lines at FPL’s cost.

FPL and Port representatives were able to reach a proposed commercial resolution under which FPL agreed to (1) remove its two conflicting (older) transmission lines, and replace same with new upgraded transmission lines to be located at a deeper elevation approved by PortMiami, (2) waive, relinquish, and permanently extinguish two FPL-claimed 1982 utility easements, and (3) expand the capacity of its existing Lummus Island substation by installing an additional 40 MVA

transformer and associated feeders, all at FPL’s sole cost, and the County would agree, subject to Board approval, to (i) expand the size of FPL’s existing 1999 Substation Easement to increase the substation portion of same from 0.6123 acres to approximately 0.81 acres to accommodate FPL’s planned installation of an additional transformer and associated feeders, (ii) enlarge and modify the subsurface transmission parcel portion of the 1999 Substation Easement to accommodate the new and deeper locations of FPL’s proposed two new replacement lines, and (iii) grant FPL a new subsurface utility license allowing FPL to, at its cost, install, operate, and maintain a single 138 kV transmission line (which will originate at Terminal Island and end at Virginia Key) crossing under the Port at a depth of no higher than -145 feet National Geodetic Vertical Datum of 1929 (“NGVD”) (-143 feet under Port submerged lands), without assessing FPL a license fee or an additional upfront easement fee (over and above the \$1.5 million FPL paid the County under the original 1999 Agreement for Easement).

The recommended Subsurface License has an initial term of 50 years with a single 40-year extension term, to be automatically exercised, subject to certain performance related preconditions, unless FPL, as licensee, provides prior notice of its non-exercise of such extension. Further, with respect to FPL’s request to install and maintain a new deep subsurface 138 kV transmission line under the Port in accordance with the terms of the Subsurface License, while such transmission line will not connect to FPL’s Lummus Substation, nor elsewhere on the Port, FPL has represented the placement of this additional transmission line will benefit the County by adding greater redundancy and reliability to FPL’s electrical grid, which serves numerous other County facilities. FPL has also represented that the addition of this new 138 kV transmission line will support and more timely facilitate FPL’s removal and replacement of one of its two older conflicting lines, the removal or relocation of which is needed to accommodate the Port’s planned future Berth 10 improvement project.

As the Seaport has determined that the FPL requested deep-subsurface transmission line will be located at a sufficiently deep elevation as to not conflict with current or future Port operations or facilities, that it has adequate space to accommodate the FPL-requested increases to the existing transmission parcel and substation parcel elements of the 1999 Substation Easement, and that the small expansion of the substation parcel portion of such easement is needed to accommodate FPL’s agreed to Lummus Substation capacity improvements, which will benefit and support numerous planned Port improvement projects, the Port deems these recommended easement amendments and the grant of a new vertically limited Subsurface License to be in the best interests of the County. If approved, the FPL capacity enhancements required by these amendments will support numerous current and planned Port improvement projects, including, without limitation, providing power to the MSC shared cruise terminal facility currently under-construction, providing power to the Port’s phase 2 e-RTG project, which will greatly reduce the Port’s reliance on diesel powered cargo yard equipment and thereby reduce the Port’s carbon emissions, and will enable FPL to provide electric service at PortMiami for shore power to three cruise terminals at a shared capacity. As well, FPL’s agreement to remove and replace two currently conflicting transmission lines, at FPL’s cost, will enable the Port to move forward with plans to construct the new Berth 10 project.

Pursuant to Resolution R-504-15, adopted by the Board on June 2, 2015, the amendments and Subsurface License recommended herein attempt to minimize potential negative visual impacts by requiring FPL to place the transmission lines authorized therein underground.

Fiscal Impact/Funding Source

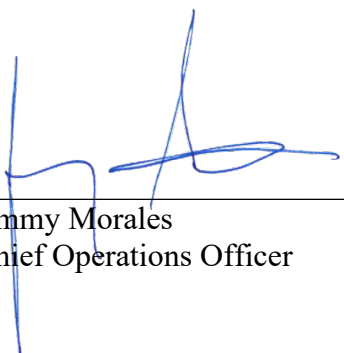
This item has no direct fiscal impact to Miami-Dade County. The Port’s contribution is the expansion of an existing Substation Easement in accordance with the terms, conditions, and limitations set forth in the recommended Easement Amendment, as well as the grant of a new (vertically and horizontally limited) Subsurface License in accordance with the terms, conditions, and limitations set forth therein. Under the terms of the recommended Agreement Amendment, FPL is solely responsible for all costs associated with the Lummus Substation expansion, and FPL’s removal, relocation, replacement, and upgrade of existing transmission lines under and within future Berth 10. Similarly, under the terms of the recommended Subsurface License, FPL is responsible at its cost for the installation, operation, and maintenance of a new single 138 kV subsurface transmission line under and within the port. Moreover, FPL is required to design, construct, and place these new subsurface transmission lines in a manner, and at an elevation, to avoid conflicts with current and future Port facilities and operations. Because both the expanded transmission parcel, which is being approved as part of the recommended Easement Amendment, and the new Subsurface License are vertically limited, the respective grants of same are not expected to impede existing or planned future Port projects. If a future Port project to be located beyond or outside of the vertical and horizontal limits of the expanded transmission parcel or the new Subsurface License is determined to be impaired or precluded by one or more of the installed FPL subsurface lines, then the improvements, relocation, and/or deepening needed to remove such impairment will be at FPL’s sole cost.

Track Record/Monitor

The Seaport Department staff members responsible for monitoring this Agreement are Becky Hope, Assistant Director, Planning, Environment & Resiliency, and Elizabeth Ogden, Assistant Director, Capital Development.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code relating to delegation of Board authority, there are no authorities beyond those specified in the resolution, which includes the authority for the County Mayor or County Mayor’s designee to (1) execute the Agreement Amendment and exercise all rights set forth therein, (2) execute the Easement Amendment and exercise all rights set forth therein, and (3) execute the Subsurface License, and to exercise all renewal, assignment, termination, and other rights set forth therein.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen. Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
5-3-22

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO A 1999 AGREEMENT FOR EASEMENT BETWEEN MIAMI-DADE COUNTY (COUNTY) AND FLORIDA POWER AND LIGHT COMPANY (FPL); AUTHORIZING AN AMENDMENT TO SUBSTATION EASEMENT IN CONNECTION THEREWITH; APPROVING A SUBSURFACE UTILITY LICENSE BETWEEN COUNTY (AS LICENSOR) AND FPL (AS LICENSEE) AUTHORIZING FPL TO INSTALL, OPERATE, AND MAINTAIN A SUBSURFACE TRANSMISSION LINE UNDER PORTIONS OF CERTAIN COUNTY REAL PROPERTY AND SUBMERGED LANDS AT PORTMIAMI AT FPL'S COST; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ABOVE-REFERENCED AMENDMENT TO AGREEMENT FOR EASEMENT, SUBSTATION EASEMENT AMENDMENT, AND SUBSURFACE UTILITY LICENSE AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to execute the amendment to a 1999 agreement for easement between the County and Florida Power and Light (FPL) ("Amendment to Agreement for Easement"), in substantially the form attached hereto as Exhibit "A", and to exercise all provisions contained therein.

Section 3. Approves and authorizes the County Mayor or County Mayor’s designee to execute the amendment to a 1999 Substation Easement between the County and FPL (“Substation Easement Amendment”), in substantially the form attached as Exhibit “3” to Exhibit “A” hereto, and to exercise all provisions contained therein.

Section 4. Approves and authorizes the County Mayor or County Mayor’s designee to execute a subsurface utility license between the County and FPL relating to a vertically and horizontally limited subsurface transmission line to be located under portions of County real property and submerged lands at PortMiami (“Utility License”), in substantially the form attached hereto as Exhibit “B”, and to exercise all termination, assignment, removal and other provisions contained therein.

Section 5. Pursuant to Resolution No. R-974-09, (a) directs the County Mayor or County Mayor’s designee to record the above-referenced Substation Easement Amendment and the FPL releases to be executed in accordance with the Amendment to Agreement for Easement in the public record of the County and provide a recorded copy to the Clerk of the Board within 30 days of execution of said instruments or releases, as the case may be, and (b) directs the Clerk of the Board to attach and permanently store the recorded copies with this resolution.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SRB

Steven B. Bass

EXHIBIT A

**AMENDMENT TO
AGREEMENT FOR EASEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
FLORIDA POWER & LIGHT COMPANY**

**AMENDMENT TO AGREEMENT FOR EASEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
FLORIDA POWER & LIGHT COMPANY**

THIS AMENDMENT TO AGREEMENT FOR EASEMENT (“Amendment”) is made and entered into this _____ day of _____, 2022 (“**Effective Date**”) by and between Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (“**FPL**”) and Miami-Dade County, a political subdivision of the State of Florida (“**County**”) (referred to jointly herein as the “**Parties**” or singularly as the “**Party**”).

Recitals

WHEREAS, on or about January 8, 1999, the Parties entered into an Agreement for Easement (“**Agreement**”), under which, among other things, FPL agreed to construct and maintain an electrical substation on Lummus Island at the Dante B. Fascell Port of Miami-Dade (“**PortMiami**” or “**Port**”) and the County agreed to provide FPL a certain substation easement in consideration for, among other things, FPL’s payment to the County of the sum of \$1,500,000, which such sum was previously paid and receipt acknowledged by the County; and

WHEREAS, County granted FPL that certain substation easement dated January 8, 1999, in the form attached to the Agreement, which substation easement was recorded on March 26, 1999 in Official Records Book 18536, at pages 4561-4569, of the Public Records of Miami-Dade County, Florida (“**Substation Easement**”); and

WHEREAS, FPL has requested the County to (i) amend the Substation Easement to (a) increase the size of the original Substation Parcel (as defined in the Substation Easement) to accommodate the FPL improvements thereto, and (b) increase the size of the original subsurface Transmission Parcel (as defined in the Substation Easement), and (ii) grant FPL a license agreement (which conveys no property interests) (“**License Agreement**”) for an additional subsurface (and vertically and horizontally limited) transmission line under portions of Lummus Island in support of FPL adding a new subsurface and subaqueous transmission line from FPL’s Terminal Island (Miami Beach) substation to FPL’s Virginia Key substation (“**Non-Redundant 138 kV Transmission Line**”), all (other than the License Agreement) subject to the terms, conditions and limitations set forth in this Amendment and, as applicable, in the Substation Easement Amendment (as defined below), which such Substation Easement Amendment will, upon being executed and becoming effective, amend the Substation Easement, and, as applicable to the separate License Agreement, subject to the terms, conditions, and limitations as set forth therein; and

WHEREAS, in partial consideration of the County providing FPL with a larger substation easement at PortMiami, expanding the subsurface Transmission Parcel, and granting the License Agreement for an additional subsurface (and vertically and horizontally limited) and subaqueous transmission line, FPL shall at its sole cost (i) expand the capacity of and otherwise improve the Lummus Island substation including, without limitation, installing and putting into service an

additional transformer (not less than 40 MVA in size) and associated feeders, (ii) permanently relinquish, release, waive, and extinguish the following two (2) disputed documents, each dated June 30, 1982, both of which are unwitnessed, unsealed, unnotarized, and unrecorded (which FPL claims are valid and enforceable easements and which the County claims are legally deficient, invalid and unenforceable): (a) a FPL-claimed easement by Metropolitan Dade County in favor of FPL (“**Disputed Lummus Island Document**”) a photocopy of which is attached hereto as Exhibit A to Exhibit 1, and (b) a FPL-claimed easement by Metropolitan Dade County in favor of FPL (“**Disputed By-Pass Document**”) a photocopy of which is attached hereto as Exhibit A to Exhibit 2, (iii) along with the Port, execute an amendment to the Substation Easement in form attached hereto as Exhibit 3 (the “**Substation Easement Amendment**”); and (iv) remove and relocate the existing FPL transmission lines and associated conduits and materials identified in Exhibit 4 attached hereto, all pursuant to the terms, conditions, and requirements set forth in the Agreement as modified by this Amendment, and set forth in the Substation Easement Amendment; and

WHEREAS, FPL represents to the County that upon FPL’s installation of the additional transformer and its associated feeders (referenced above and in Section 6 below), FPL’s Lummus Island substation will have sufficient additional capacity to fully and simultaneously satisfy the electrical requirements of the Port’s below listed future projects based on the load requirements provided to FPL by the County: (i) MSC shared cruise terminal up to 9.2 MVA; (ii) garage project up to 1.5MVA; (iii) Phase 2 of the Port’s eRTG project up to 4 MVA (12eRTG); and (iv) the future shore power requirements of simultaneously powering two (2) shore power equipped cruise vessels of up to 16 MVA each (one (1) vessel per feeder), one vessel which will be fed from a new FPL feeder connected to the above-referenced additional transformer and the other vessel to be fed from an existing FPL feeder connected to an existing FPL Lummus Island substation transformer; and

WHEREAS, County and FPL now wish to amend the Agreement as set forth below in this Amendment and the attachments hereto.

NOW, THEREFORE, in consideration of the premises, covenants and terms and conditions of the Parties set forth below and other good and valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals.** Each of the above recitals is hereby incorporated into this Amendment as if fully restated herein.
2. **Modification of Substation Easement.** Simultaneously with the execution hereof, the parties shall enter into the Substation Easement Amendment in substantially the form attached as Exhibit 3 hereto.
3. **Release of Disputed Lummus Island Document.** FPL does hereby fully and irrevocably release and cancel all of its right, title, interest, claim, easement and demand it may have, if any, to or arising from the Disputed Lummus Island Document, and hereby agrees that from and after the date hereof the property described therein shall be freed of said Lummus Island Document and any rights and privileges granted therein or arising therefrom. In furtherance of such permanent and irrevocable waiver, relinquishment, release, termination and extinguishment

of the Lummus Island Document, FPL shall contemporaneously with this Amendment execute the release and termination instrument attached hereto as Exhibit 1 and provide a fully executed and notarized original thereof to the County and shall record an identical and fully executed and notarized original of same in the public records of Miami-Dade County within seven (7) business days of the Effective Date of this Amendment. FPL further agrees to execute any written document, instrument, and/or notice reasonably requested by the County to further effectuate and/or confirm the foregoing irrevocable FPL waiver, relinquishment, release, and extinguishment of the Lummus Island Document, if deemed necessary by the County. FPL represents to the County that no original of the Disputed Lummus Island Document exists and to the extent any original or more fully executed (or witnessed) version of the Disputed Lummus Document is ever located or otherwise found to exist FPL hereby fully and irrevocably releases, cancels, and terminates same and any and all rights arising therefrom (if any) retroactively to the Effective Date of this Amendment.

4. **Release of Disputed By-Pass Document.** FPL hereby agrees to fully and irrevocably release and cancel any and all of its right, title, interest, claim, easement and demand it may have, if any, to or arising from the Disputed By-Pass Document upon the earlier of: (i) receipt of a duly executed and effective Substation Easement Amendment, receipt of a duly executed and valid License Agreement, and completion of FPL's removal and relocation of the Berth 10 Impairment Portion (as defined below in Section 4) of FPL's existing subaqueous lines, conduits, and facilities identified in Exhibit 4 hereto, at FPL's sole cost and expense and within the time period set forth below in Section 5(ii) of this Amendment, or (ii) within twenty (20) months of the Effective Date (the earlier of (i) or (ii) shall be the "**Disputed By-Pass Document Release Date**"). In furtherance of such permanent and irrevocable waiver, relinquishment, termination and extinguishment of the By-Pass Document, FPL shall execute, and record in the public records of Miami-Dade County, the release and termination instrument attached hereto as Exhibit 2 within seven (7) business days of the earlier of the earliest date upon which each of the conditions listed in (i) are satisfied or within twenty (20) months of the Effective Date. FPL further agrees to execute any written document, instrument, and/or notice reasonably requested by the County to further effectuate and/or confirm the foregoing irrevocable FPL waiver, relinquishment, release, and extinguishment of the By-Pass Document, if deemed necessary by the County, after the aforementioned conditions have been satisfied. FPL represents to the County that no original of the Disputed By-Pass Document exists and to the extent any original or more fully executed (or witnessed) version of the Disputed By-Pass Document is ever located or otherwise found to exist FPL hereby fully and irrevocably releases, cancels, and terminates same and any and all rights arising therefrom (if any) effective as of the Disputed By-Pass Document Release Date.

5. **FPL Obligation to Design, Permit, Install, and Maintain New Transmission Lines and Remove Existing Transmission Lines at FPL's Sole Cost.** The Agreement is hereby revised to reflect that in consideration of FPL's receipt of the Substation Easement Amendment and the License Agreement, each to be executed simultaneously with the full execution of this Amendment, FPL shall at its sole expense:

- (i) cause to be designed, permitted, and constructed two (2) transmission lines as follows:
 - (a) a 69 kV transmission line from its Miami Beach substation to its PortMiami Lummus Island substation, and
 - (b) a 138 kV transmission line from its Miami Beach substation to

its manhole located on PortMiami Lummus Island, in a manner and at an elevation that does not obstruct, endanger, or impair any existing, future or planned PortMiami (or County authorized) operations, uses, bulkheads, piers, wharves, channels, berthing areas, dredging, excavations, terminals, utilities, foundations, or other structures, projects, or facilities, including, without limitation, all those described, listed, or referenced in Exhibit 6 hereto. The elevation and alignment of such new transmission lines and associated conduits, if different than the alignment and/or elevations shown in Exhibit 5 hereto, shall be subject to the written approval of the Port Engineer or her designee, which approval shall not be unreasonably withheld, conditioned or delayed, and, if given, shall not be in derogation of any FPL duty or obligation hereunder or in the Substation Easement as amended by the Substation Easement Amendment, and the construction and energization of which FPL transmission line described in (a) above shall be completed within ten (10) months of the effective date of the Substation Easement Amendment and which FPL transmission line described in (b) above shall be completed within twenty (20) months of the effective date of the Substation Easement Amendment; and

(ii) remove its existing transmission lines (together with their associated conduits and materials) within the area described in Exhibit 4 and in conformance with applicable laws and permit requirements within twenty (20) months of the Effective Date, except that, as to the portion of the transmission lines, associated conduits, and materials identified on Exhibit 4 hereto as the “**Berth 10 Impairment Removal Portion**”, such portion must be fully removed by FPL (including removal of all lines, conduits and other materials) no later than twenty (20) months of the Effective Date (as applicable, the “**Old Transmission Line(s) Removal Dates**”). The approximate locations of FPL’s to-be-removed transmission lines and associated conduits and materials are identified on attached Exhibit 4, a copy of which is hereby incorporated into this Amendment by reference. FPL shall, at its sole cost, complete construction of the Non-Redundant 138 kV Transmission Line within three (3) years of the effective date of the License Agreement in conformance with the requirements, terms, and limits set forth therein.

6. **FPL’s Duty to Expand Lummus Island Substation.** In partial consideration of FPL’s receipt of the Substation Easement Amendment and the separate License Agreement, FPL shall at its sole cost install, connect, and make ready to energize and place into service a new additional transformer at its Lummus Island substation, of no less than 40 MVa in size (including all required or necessary commissioning and testing) by no later than ten (10) months after the Effective Date of this Amendment. In addition, FPL shall at its sole cost install, connect, energize and place into service the associated feeder that will serve the to-be-constructed MSC shared cruise terminal and garage by no later than fourteen (14) months from the Effective Date, provided (as to timing only) that the “**Port Constructed MSC Ductbank**” (as described on attached Exhibit 7) and the MSC shared cruise terminal electrical vault are constructed by entities other than FPL and made available for use to FPL consistent with the FPL specifications provided to the Port, both within eight (8) months of the Effective Date (collectively, the “**Support Work Condition**”). The cost of construction of the Support Work Condition constructed by entities other than FPL shall be at no cost to FPL. In the event the Support Work Condition is not timely met, FPL shall nonetheless fulfill its above-described feeder installation, connection, and energization

obligations, at its cost, within six (6) months of the date the County's completes all of the tasks identified within the Support Work Condition.

FPL represents that, upon FPL's installation and energization of the additional transformer and new feeders, FPL's Lummus Island substation will have sufficient additional capacity to fully and simultaneously satisfy, in addition to the Port's existing load requirements currently being served by FPL as of the Effective Date (including all existing on-Port electrical load of the Port, Port users and third parties), those additional new on-Port projects under construction and future Port projects set forth on attached Exhibit 8 (totaling 79.85 MVA of future additional load requirements based on the load requirement estimates provided to FPL by the Port, other than with respect to the eRTG load estimates, which were prepared by FPL), including: (i) MSC shared cruise terminal and garage up to 9.2 MVA; (ii) garage project up to 1.5MVA; (iii) Phase 2 of the Port's eRTG project up to 4 MVA (12eRGT); (iv) the future shore power requirements of simultaneously powering no more than two (2) shore power equipped cruise vessels of up to 16 MVA each (32 MVA total) (one (1) vessel per feeder), one (1) vessel which will be fed from a new FPL feeder connected to the above-referenced additional transformer and the other vessel to be fed from a FPL feeder connected to an existing FPL Lummus Island substation transformer; and (v) each of the other future Port and on-Port projects (load centers) listed on the Port provided future Port projects' list and electrical load estimate, a copy of which is attached hereto as Exhibit 8 and incorporated by this reference herein, which Exhibit 8 includes (i) through (iv) above in addition to other future Port projects. The above representation made by FPL is based, in part, on the future load requirements provided to FPL by the Port (as restated herein and on attached Exhibit 8, other than with respect to the eRTG load estimates that were prepared by FPL), and any material deviation above such load requirements beyond any exceedances allowed in attached Exhibit 8, other than with respect to the eRTGs, which load estimates came from FPL, will require reassessment by FPL to determine if additional distribution facilities are required.

7. **Required Permits for FPL Improvements, Construction, Relocations, and Removals.** FPL and its contractors (of all tiers) shall obtain all necessary permits, including federal, state and local permits, prior to FPL's proposed start of construction in connection with any improvements, construction, installations, removals, and/or relocations required hereby. The County shall reasonably cooperate with FPL or its contractor in obtaining such permits provided such cooperation shall be at no cost to the County.

8. **Environmental Remediation.** Section 4 of the Agreement is hereby deleted and, in lieu thereof, is substituted the following amended and restated Section 4:

4. **Environmental Responsibility for Assessment and Remediation.** FPL shall be fully responsible for any contamination of, on, or from any real or personal property within or part of the Substation Easement as amended and expanded by the Substation Easement Amendment (upon the effective date of the Substation Easement Amendment, the "Property") caused or contributed to by FPL or any FPL employee, agent, invitee, contractor, or subcontractor (of any tier) (individually or collectively, a "FPL Entity"), including, without limitation, for the prompt environmental assessment and remediation of such contamination at FPL's cost if and when required by Miami-Dade County Department of Regulatory

Economic Resources, Environmental Resources Management (or its successor department, division or agency), the Florida Department of Environmental Protection, or the U.S. Environmental Protection Agency, or either's successor agency, or any other governmental agency having environmental law enforcement jurisdiction over all or any portion of the Property or other impacted Port lands (hereafter, individually or collectively, "**Environmental Agency**"), including, without limitation, for any constituent detected in the groundwater above regulatory limits or other constituent exceedances above permitted levels. With respect to the original Substation Parcel defined in Exhibit A to the original Substation Easement, which FPL has occupied since 1999, FPL shall be fully responsible for any contamination of, on, or from any real or personal property within or part of such original Substation Parcel caused or contributed to by FPL or any FPL Entity on or after the effective date of the Substation Easement, including, without limitation, for the prompt investigation, environmental assessment and remediation of such contamination at FPL's sole cost. If any contamination is discovered on or after the Effective Date on, within, or from any real or personal property within or part of the original Transmission Parcel, as defined in Exhibit B to the original Substation Easement, or within or part of any other Port property or submerged lands on or within which FPL previously placed subsurface transmission lines or conduits, regardless of the date such contamination was generated or released, which contamination was caused or contributed to by FPL or any FPL Entity, then FPL shall be fully responsible for such contamination and shall promptly investigate, environmentally assess, and remediate same at FPL's sole cost. FPL's foregoing environmental obligations are without prejudice to either party's respective potential rights to seek contribution from potentially responsible third parties. FPL's environmental obligations hereunder shall survive the expiration or earlier termination of the Agreement as amended by this Amendment. For avoidance of doubt, FPL's foregoing duties to remediate include, without limitation, FPL's duty to timely pay any fines or penalties that may be imposed on FPL by any Environmental Agency in connection with contamination of, on, or from the Property. FPL's environmental obligations hereunder shall also survive and continue to apply to any FPL or former FPL lines, conduits, pipes, materials, or equipment left or remaining on or within any portion of the Property or any other Port property or submerged lands.

9. **Indemnification**. Section 5 of the Agreement is hereby deleted and, in lieu thereof, is substituted the following amended and restated **Section 5** as follows:

5. **Indemnification**. Without waiver of limitation of liability as provided for in Section 768.28(5), Florida Statutes, as amended from time to time, and to the extent permitted by law, the County and FPL shall indemnify, defend, and hold harmless each other and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which either party or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, damages, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting

from the breach or improper performance of this Agreement by the other (non-indemnifying) party or their employees, agents, servants, partners, principals or subcontractors. The parties' respective indemnity, hold harmless and duty to defend obligations hereunder shall survive the expiration or earlier termination of this Agreement as amended by the Amendment.

10. **Severability.** In the event that any of the provisions of this Amendment are held to be unenforceable or invalid by any court of competent jurisdiction, the County and FPL shall negotiate an equitable adjustment in the affected provisions of this Amendment and the validity and enforceability of the remaining provisions shall not be affected thereby.

11. **Compliance with Applicable Laws, Codes, Etc.** Section 7 of the Agreement is hereby deleted and, in lieu thereof, is inserted the following amended and restated Section 7 as follows:

7. **Compliance with Applicable Laws, Codes, Etc.** While conducting any activity on the Port, FPL agrees that it and its employees, agents, affiliates, contractors, subcontractors (of all tiers), and guests shall comply with all applicable federal, state and local laws, codes, rules, ordinances, administrative orders, schedules, permits, decrees and orders, including, but not limited to, Port of Miami Tariff No. 010 and Chapter 28A, Code of Miami-Dade County, as may be amended from time to time in the County's discretion.

12. **E-Verify Requirement.** FPL is required to comply with the applicable provisions of Section 448.095, Florida Statutes, expressly including, as of January 1, 2021, subsection (3) thereof. Further, as a precondition of entering into this Agreement, FPL hereby represents and warrants to the County that FPL has registered with and uses, and will continue to use, the Department of Homeland Security's E-Verify system in accordance with applicable law.

13. **No Further Modifications.** Except as expressly modified by this Amendment, the Agreement remains in full force and effect as amended hereby. In the case of any conflicts between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. This Amendment may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one agreement.

[EXECUTIONS CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officer or representatives effective as of the date first above written.

COUNTY:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

ATTEST:

CLERK OF THE BOARD

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava, Mayor

Approved as to form
and legal sufficiency

By: _____
Assistant County Attorney

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Sara S. Sibson

Print Name

[Signature]
Witness
SETH SHEITELMAN

Print Name

FPL:

Florida Power & Light Company,
a Florida corporation

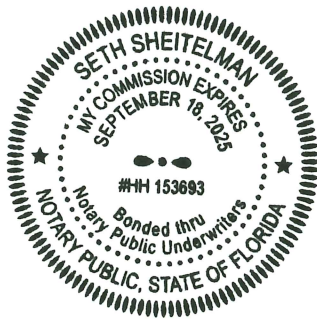
By: [Signature]
Name: Matthew Barrows
Title: Senior Director of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of March, 2022, by Matthew Barrows, as Senior Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]



Notary: [Signature]
Print Name: SETH SHEITELMAN
Notary Public, State of Florida
My commission expires: _____

Personally Known **OR** Produced Identification
Type of Identification Produced _____

Exhibit 1
Release of Disputed Lummus Island Document

This instrument prepared by,
Recording requested by,
And when recorded return to:

Steven B. Bass
County Attorney's Office
111 NW 1st Street, Suite 2801
Miami, FL 33128

RELEASE AND TERMINATION

KNOW ALL MEN BY THESE PRESENTS THAT, for value received, the undersigned Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida ("FPL"), does hereby permanently and irrevocably release, cancel, waive, and extinguish that certain document dated June 30, 1982, a copy attached as Exhibit A hereto for identification purposes only (the "Disputed Lummus Island Document") and all rights, interests, privileges and claims set forth therein or arising therefrom.

[Signature and acknowledgement appear on following page.]

IN WITNESS WHEREOF, FPL has set its hands or caused its corporate name to be signed hereto by and through its proper officer duly authorized so to do, effective as of this 30 day of MARCH, 2022.

Signed, sealed and delivered in the presence of the following witnesses:

By: [Signature]
Print Name: Sara S. Sibson

By: [Signature]
Print Name: SETH SHEITELMAN

FPL:

FLORIDA POWER & LIGHT COMPANY

By: [Signature]
Name: MATTHEW BARRONS

Title: SENIOR DIRECTOR OF CORPORATE REAL ESTATE

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

This instrument was acknowledged before me on MARCH 30, 2022, by means of physical presence or online notarization by MATTHEW BARRONS, in his/her capacity as the/a SR. DIR OF CORP. R.E., of FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida a corporation organized and existing under the laws of the State of Florida, on behalf of said corporation. He/she is personally known to me or has produced a driver's license as identification.

[NOTARY SEAL]

[Signature]
Name (type or print): SETH SHEITELMAN
Notary Public, State of Florida

My Commission Expires: _____



Exhibit A to Exhibit 1 (Disputed Lummus Document Release)
Photocopy of the Disputed Lummus Island Document

JUN 30 1976
2

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Metropolitan Dade County, a political subdivision of the State of Florida,
of the County of Dade and State of Florida
in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 129100 (9250 West Flagler Street), Miami, Florida 33152, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantor or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way 30 feet in width, to be used for the construction, operation and maintenance of one or more ~~underground~~ underground electric transmission and distribution lines, including, but not limited to, wires, cables, conductors, cables, conduits, and roads and trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes, ~~under, in, on, upon and across the lands of the Grantor~~, situated in the County of Dade and State of Florida and being more particularly described as follows:

**LUMMUS ISLAND
EASEMENT DESCRIPTION**

DADE COUNTY PARCEL: (Formerly City of Miami)

That part of a parcel of upland and submerged land, described in Official Record Book 10754 at Page 1976 as recorded in the Public Records of Dade County, Florida, that lies 15 feet on each side of the following described line:

Begin at a point on the centerline of Government Cut (Main Ships Channel) having for its co-ordinates X-779,865.08, Y-522,829.45; thence run Southwesterly across Lummus Island to the end of described line, the termination point having for its co-ordinates X-778,409.3 Y-520,557.56.

DADE COUNTY PARCEL: (Formerly Lummus Island, Inc.)

That part of a parcel of upland and submerged land, described in Official Record Book 10798 at Page 1823 as recorded in the Public Records of Dade County, Florida, that lies 15 feet on each side of the following described line:

Begin at a point on the centerline of Government Cut (Main Ships Channel) having for its co-ordinates X-779,865.08, Y-522,829.45; thence run Southwesterly across Lummus Island to the end of described line, the termination point having for its co-ordinates X-778,409.3 Y-520,557.56.

Note: Bearings refer to deed descriptions and co-ordinates based on State Plane Co-ordinate System, east zone of Florida.

The aforementioned parcels of upland and submerged land are also described and depicted on that certain sketch of survey prepared by Howard C. Gamble, Florida Registered Land Surveyor No. 1683 of A. R. Toussaint & Associates, Inc., a copy of which said sketch of survey designated as Exhibit "A" is attached hereto and by reference made a part hereof.

together with the right and privileges from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, ~~under~~ under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment of the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserve S the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor, so expressly agree S that no portion of the right-of-way shall be excavated, altered, obstructed, or improved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or their personal representatives, successors or assigns of Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 30th day of June, 1976, in its name by its Board of County Commissioners acting by the Chairman or vice Chairman.

Metropolitan Dade County, a political subdivision
of the State of Florida

OFFICIAL SEAL

Signed, sealed and delivered in the presence of:

ATTEST:
Clerk or Deputy Clerk, Dade County, Florida
By its Board of County Commissioners

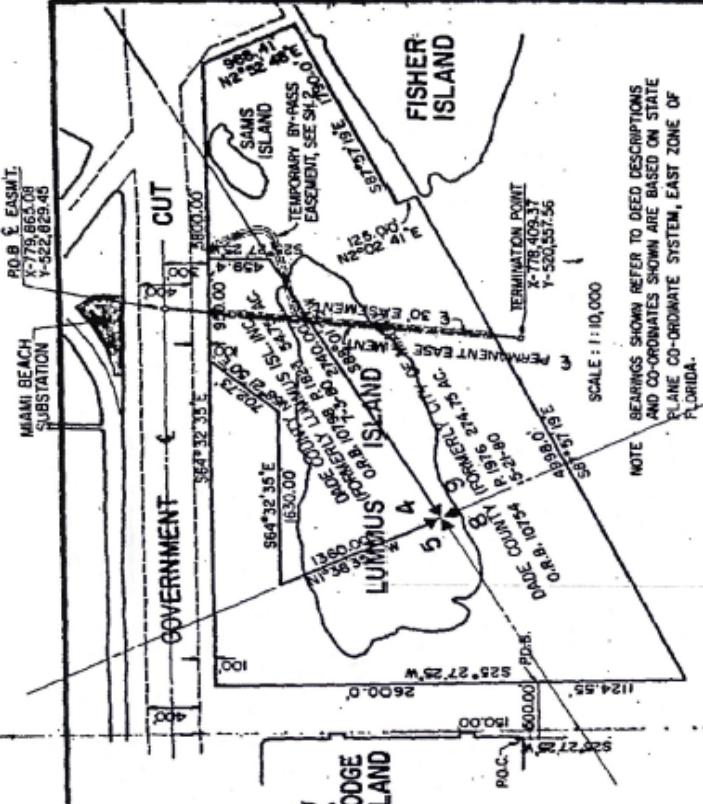
By: [Signature]
County Attorney

Form 7715 (Rev. 1-1-64) 12 22

P. S. MEDCALIE
FLORIDA POWER & LIGHT COMPANY
P. O. Box 529311, Miami, Fla. 33152

Printed with the assistance of the Florida Department of Banking Regulation

INDEX WITH FILED IN THE PUBLIC RECORDS OF DADA COUNTY, FLORIDA, AT THE OFFICE OF THE COUNTY CLERK, DADA COUNTY, FLORIDA, ON 08/21/1981.



LUMMUS ISLAND
PERMITS DESCRIPTION

DADA COUNTY PARCEL: (Formerly City of Miami)

That part of a parcel of upland and submerged land, described in Official Record Book 10754 at Page 1976, as recorded in the Public Records of Dade County, Florida, that lies 15 feet on each side of the following described line:

Begin at a point on the centerline of Government Cut (Main Ship's Channel) having for its co-ordinates X-779,865.08, Y-532,829.45; thence run Southwesterly across Lummas Island to the end of described line, the termination point having for its co-ordinates X-778,469.37, Y-520,557.56.

DADA COUNTY PARCEL: (Formerly Lummas Island, Inc.)

That part of a parcel of upland and submerged land, described in Official Record Book 10796 at Page 1823 as recorded in the Public Records of Dade County, Florida, that lies 15 feet on each side of the following described line:

Begin at a point on the centerline of Government Cut (Main Ship's Channel) having for its co-ordinates X-779,865.08, Y-532,829.45; thence run Southwesterly across Lummas Island to the end of described line, the termination point having for its co-ordinates X-778,469.37, Y-520,557.56.

Prepared By:

A. R. THORSAINT & ASSOCIATES, INC.
LAND SURVEYORS
620 N.E. 126 Street; North Miami, Florida

By: *Howard C. Gaudin*
Howard C. Gaudin
Registered Land Surveyor No. 1683
State of Florida

- (1) Revised this 21st day of August, 1980.
- (2) Revised this 23rd day of June, 1981 to add Sheet 2 of 2 showing the By-Pass Easement.

SCALE: 1:10,000

NOTE: BEARINGS SHOWN REFER TO DEED DESCRIPTIONS AND CO-ORDINATES SHOWN ARE BASED ON STATE PLANE CO-ORDINATE SYSTEM, EAST ZONE OF FLORIDA.

Exhibit 2

Release of Disputed By-Pass Document

This instrument prepared by,
Recording requested by,
And when recorded return to:

Steven B. Bass
County Attorney's Office 111
NW 1st Street, Suite 2801
Miami, FL 33128

RELEASE AND TERMINATION OF PURPORTED EASEMENTS

KNOW ALL MEN BY THESE PRESENTS THAT, for value received, the undersigned Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida ("FPL"), does hereby permanently and irrevocably release, cancel, waive, and extinguish that certain document dated June 30, 1982, a copy attached as Exhibit A hereto for identification purposes only (the "Disputed By-Pass Document") and all rights, interests, privileges and claims set forth therein or arising therefrom.

[Signature and acknowledgement appear on following page.]

IN WITNESS WHEREOF, FPL has set its hands or caused its corporate name to be signed hereto by and through its proper officer duly authorized so to do, effective as of the __ day of _____, 202__.

Signed, sealed and delivered in the presence of the following witnesses:

FPL:

FLORIDA POWER & LIGHT COMPANY

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

This instrument was acknowledged before me on _____, 202__, by means of ___ physical presence or ___ online notarization by _____, in his/her capacity as the/a _____, of FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida a corporation organized and existing under the laws of the State of Florida, on behalf of said corporation. He/she is personally known to me or has produced a driver's license as identification.

[NOTARY SEAL]

Name (type or print): _____

Notary Public, State of Florida

My Commission Expires: _____

Exhibit A to Exhibit 2 (Disputed By-Pass Document Release)
Photocopy of the Disputed By-Pass Document

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Metropolitan Dade County, a political subdivision of the State of Florida

of the County of Dade and State of Florida
in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 329100 (9250 West Flagler Street), Miami, Florida 33152, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way, 30 feet in width, to be used for the construction, operation and maintenance of one or more ~~underground~~ underground electric transmission and distribution lines, including, but not limited to, wires, cables, conductors, poles, towers, and roads and trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and ~~other~~ other structures, ~~under, in, on, upon and across the lands of the Grantor, situated in the County of, Dade and State of Florida and being more particularly described as follows:~~

BY-PASS EASEMENT

That part of, two parcels of upland and submerged land, described in Official Record Book 10754 at Page 1976 and Official Record Book 10798 at Page 1823, as recorded in the Public Records of Dade County, Florida, that lies 15 feet on each side of the following described line:

Commence at a point on the centerline of Government Cut (Main Ships Channel) having for its co-ordinates X - 779,865.08, Y - 552,829.45; thence run S32°38'59"W across said Government Cut and Lummus Island, for 1185.26 feet to a point opposite existing Florida Power and Light Company Manhole No. 1, (As shown on F.P. & L. Dwg. E-79021, Sheet 2 of 8) being the Point of Beginning of hereinafter described line:

From said Point of Beginning, thence run N32°38'59"E for 38.17 feet to a point of curvature of a circular curve to the right; thence run Northeasterly along the arc of said curve to the right, having for its elements a central angle of 69°48'32", a radius of 100 feet, for an arc distance of 121.84 feet to the point of tangent; thence run S77°32'29"E for 733.03 feet to a point of curvature of a circular curve to the left; thence run Northerly along the arc of said curve to the left, having for its elements a central angle of 89°02'04", a radius of 100 feet, for an arc distance of 155.39 feet to a point of tangent; thence run N13°25'27"E for 20.00 feet to Splice Point No. 8, (As shown on F.P. & L. Dwg. No. E-38473, Sheet 4); thence run Northerly, tangent to last described bearing, along the arc of a circular curve to the left, having for its elements a central angle of 18°33'38", a radius of 1505.98 feet, for an arc distance of 487.85 feet, to a point on the Northeast line of property. Deeds previously mentioned in paragraph one, last described point being the termination of this described line.

Note: Bearings refer to deed descriptions and co-ordinates based on State Plane Co-ordinate System, East zone of Florida.

This Instrument Prepared By
P. S. MEDCALFE
FLORIDA POWER & LIGHT COMPANY
P. O. Box 329311, Miami, Fla. 33152

together with the right and privileges from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment of the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder,

The Grantor, however, reserve to the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor, to expressly agree to that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs personal representatives successors or assigns of Grantor.

By the execution hereof, Grantor covenant to that it has to the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 30th day of June, 1982.

Metropolitan Dade County, a political subdivision
of the State of Florida.

Signed, sealed and delivered in the presence of:

William J. Robinson (SEAL)
First Assistant County Attorney (SEAL)

Exhibit 3
Substation Easement Amendment

Document prepared by and
after recording return to:

Seth S. Sheitelman, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408

AMENDMENT TO SUBSTATION EASEMENT
(Exclusive Use of Substation Parcel Only)

THIS AMENDMENT TO SUBSTATION EASEMENT (“**Easement Amendment**”) is made and entered into this ____ day of _____, 2022 (“**Effective Date**”) by and between Miami-Dade County, a political subdivision of the State of Florida (“**County**”) and Florida Power & Light Company, a Florida corporation (“**FPL**”) (referred to jointly herein as the “**Parties**” or singularly as the “**Party**”).

Recitals

WHEREAS, pursuant to the terms of an Agreement for Easement entered between the Parties on January 8, 1999 (“**Easement Agreement**”), the County granted FPL that certain Substation Easement dated January 8, 1999 and recorded on March 26, 1999 in Official Records Book 18536, Page 4561 of the Public Records of Miami-Dade County, Florida (“**Substation Easement**”); and

WHEREAS, the Parties thereafter agreed to amend the Easement Agreement in accordance with the terms and modifications set forth in an Amendment to Agreement for Easement dated _____, 2022 (the “**Easement Agreement Amendment**”); and

WHEREAS, pursuant to the terms of the Easement Agreement Amendment and this Easement Amendment, the Parties wish to, among other things, amend the Substation Easement as more specifically set forth herein, including, without limitation, permanently delete Exhibits A and B to the Substation Easement and replace same with new Exhibits A and B attached to this Easement Amendment, respectively, which replacement exhibits increase the size of FPL’s prior Substation Parcel (as such term was defined in the Substation Easement) easement, and increase the size of FPL’s prior subsurface and non-exclusive Transmission Parcel (as such term was defined in the Substation Easement) easement (while making such Transmission Parcel non-exclusive and vertically limited), all subject to certain County retained and/or imposed rights and conditions enumerated herein and subject to FPL’s compliance with the terms, conditions, and restrictions set forth below.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions of the Parties set forth below and in the Easement Agreement (as amended by the Easement Agreement Amendment), and other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference. All initially capitalized terms not otherwise defined in this Easement Amendment shall have the same meaning ascribed to such terms in the Substation Easement as modified by this Easement Amendment. The single recital clause contained in the original Substation Easement and the “NOW THEREFORE” paragraph immediately following same are both hereby amended to reflect that the easement is only exclusive as to the Substation Parcel portion of same and is non-exclusive as to the Amended Transmission Parcel (as defined in Section 3 below).

2. **Amendment of Substation Parcel.** The Substation Easement definition of “**Substation Parcel**” is hereby amended to reflect that the acreage of the Substation Parcel is increased from 0.6123 acres to approximately 0.81+/- acres, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference. The Substation Easement is further amended to reflect that original Exhibit A of the Substation Easement is hereby deleted in its entirety and replaced and superseded by the new Exhibit A attached hereto and incorporated herein by this reference. All references to the Substation Parcel in the Substation Easement shall henceforth refer to the Substation Parcel set forth on Exhibit A attached to this Easement Amendment.

3. **Amendment of Transmission Parcel.** The Substation Easement definition of “**Transmission Parcel**” is hereby further amended by deleting the original Exhibit B of the Substation Easement in its entirety and replacing same with the new Exhibit B attached hereto and incorporated herein by this reference, which non-exclusive grant is subject to the County’s reserved rights and privileges and imposed restrictions and conditions set forth in Section 5 of the Substation Easement as amended hereby. All references to Transmission Parcel in the Substation Easement shall now and henceforth refer to that certain vertically and horizontally limited parcel of real property set forth on Exhibit B attached hereto, the use of which shall be non-exclusive and subject to all terms, limitations, conditions, and County’s reserved rights and privileged set forth in the Substation Easement as amended hereby (the “**Amended Transmission Parcel**”). For avoidance of doubt, any references in the original Substation Easement to the Transmission Parcel portion of same being exclusive are hereby amended to be non-exclusive.

4. **Mutually Acceptable Substation Parcel Access Options.** Subsection 2.2 of the Substation Easement is hereby deleted in its entirety, and is replaced and superseded by the following new subsection 2.2:

2.2 The County shall provide for access, ingress and egress at all times (24 hours a day, 365 days a year) by FPL, its properly credentialed contractors, and employees to the Substation Parcel provided that this does not adversely impact the Port’s operation or conflict with applicable Port security requirements and protocols and subject to compliance with applicable laws.

5. **Environmental Responsibility for Assessment and Remediation.** Section 3 of the Substation Easement is hereby deleted in its entirety and superseded by the following new Section 3:

3. **Environmental Responsibility for Assessment and Remediation.**

3.1 FPL shall be fully responsible for any contamination of, on, or from any real or personal property within or part of the Substation Parcel and Amended Transmission Parcel (collectively, the “**Easement Parcels**”) caused or contributed to by FPL or any FPL employee, agent, invitee, contractor, or subcontractor (of any tier) (individually or collectively, a “**FPL Entity**”), including, without limitation, for the prompt environmental assessment and remediation of such contamination at FPL’s cost if and when required by Miami-Dade County Department of Regulatory Economic Resources, Environmental Resources Management (or its successor department, division or agency), the Florida Department of Environmental Protection, or the U.S. Environmental Protection Agency, or either’s successor agency, or any other governmental agency having environmental law enforcement jurisdiction over all or any portion of the Easement Parcels or other impacted Port lands (hereafter, individually or collectively, “**Environmental Agency**”), including, without limitation, for any constituent detected in the groundwater above regulatory limits or other constituent exceedances above permitted levels. With respect to the original Substation Parcel defined in Exhibit A to the original Substation Easement, which FPL has occupied since 1999, FPL shall be fully responsible for any contamination of, on, or from any real or personal property within or part of such original Substation Parcel caused or contributed to by FPL or any FPL Entity on or after the effective date of the Substation Easement, including, without limitation, for the prompt investigation, environmental assessment and remediation of such contamination at FPL’s sole cost. If any contamination is discovered on or after the Effective Date on, within, or from any real or personal property within or part of the original Transmission Parcel, as defined in Exhibit B to the original Substation Easement, or within or part of any other Port property or submerged lands on or within which FPL previously placed subsurface transmission lines or conduits, regardless of the date such contamination was generated or released, which contamination was caused or contributed to by FPL or any FPL Entity, then FPL shall be fully responsible for such contamination and shall promptly investigate, environmentally assess, and remediate same at FPL’s sole cost. FPL’s foregoing environmental obligations are without prejudice to either party’s respective potential rights to seek contribution from potentially responsible third parties. FPL’s environmental obligations hereunder shall survive the termination of the Substation Easement as amended by this Easement Amendment. For avoidance of doubt, FPL’s foregoing duties to remediate include, without limitation, FPL’s duty to timely pay any fines or penalties that may be imposed on FPL by any Environmental Agency in connection with contamination of, on, or from the Easement Parcels. FPL’s environmental obligations hereunder shall also survive and continue to apply to any FPL or former FPL lines, conduits, pipes, materials, or equipment left or remaining on or within any portion of the Easement Parcels or any other Port property or submerged lands.

3.2 This subsection intentionally deleted.

3.3 This subsection intentionally deleted.

3.4 This subsection intentionally deleted.

6. **Indemnification.** Section 4 of the Substation Easement is hereby deleted in its entirety and superseded by the following new Section 4:

4. **Indemnification.** Without waiver of any limitation of liability as provided for in Section 768.28, Florida Statutes, as amended from time to time, and to the extent permitted by law, the County and FPL shall indemnify, defend, and hold harmless each other and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which either party or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, damages, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the breach or improper performance of this Agreement by the other (non-indemnifying) party or their employees, agents, servants, partners, principals or subcontractors. The parties' respective indemnity, hold harmless and duty to defend obligations hereunder shall survive the expiration or earlier termination of this Agreement as amended by the Easement Agreement Amendment.

7. **The County's Use and Retained Rights.** Section 5 of the Substation Easement is hereby deleted in its entirety and is hereby replaced and superseded by the following new Section 5:

5. **The County's Use and Retained Rights.**

5.1 **County's Use of and Retained Rights to Amended Transmission Parcel.** Notwithstanding and prevailing over any contrary term or implication contained in the Substation Easement or in this Easement Amendment, the County at all times reserves and retains the right and privilege to use, enter upon, and build, improve, excavate and/or dredge on, above, under, outside of, and upon or within the Amended Transmission Parcel, and to allow others to use, enter upon, and build, excavate, and/or dredge on, over, under, and upon or within the Amended Transmission Parcel, for such purposes as the County deems appropriate in the exercise of its sole discretion; provided, as to current and proposed future County or third-party construction or uses within the horizontal and vertical limits of the Amended Transmission Parcel, such proposed construction and/or uses are expressly permitted as long as they: (a) existed or had commenced on or before the Effective Date of this Easement Amendment; (b) are part of or associated with either the eRTG Phase 2 Project (the 90% plans for which have previously been made available to FPL) or the future Berth 10 project and its associated bulkhead, apron, berth, dredging, cutting, parking, roadway, provisioning and terminal improvements (the primary marine work permit drawings for which have previously been made available to FPL); or (c) are at least ten (10) feet away from the single 69 kV and 138 kV transmission line conduits installed within the Amended Transmission Parcel (based on FPL-provided signed and sealed as-built drawings provided in conformance with the terms of Section 8 of this Easement Amendment) (provided such ten (10) foot area may not in any event extend beyond the vertical or horizontal limits of the Amended Transmission Parcel), all of which current and future construction and uses the County may continue, commence, undertake, maintain, and modify without any required FPL approval or consent. In the event the County or any County-authorized third party wish to undertake a future use, construction or excavation

project within the vertical and horizontal limits of the Amended Transmission Parcel, other than those pre-approved uses, purposes, construction, and projects already allowed pursuant to this Subsection 5.1 and subparts 5.1(a), (b), or (c) above, then the County or County-authorized third party (as applicable) shall seek and obtain the prior written approval of FPL prior to commencing same, which approval shall not be unreasonably denied, withheld, conditioned, or delayed. In connection with the foregoing, where the County requests FPL's approval of a County-proposed or authorized use, structure, project, dredging or other excavation within the Amended Transmission Parcel (other than those pre-approved uses, purposes, construction, and projects already allowed pursuant to Subsections 5.1 and subparts 5.1(a), (b), and (c) above, FPL shall either approve said request in writing or provide a detailed written basis for withholding its approval and, in either case, shall provide same to the Port Director and Port Engineer within thirty (30) calendar days from FPL receipt of the County's written request therefore. In the event FPL fails to timely provide either its written approval or detailed written basis for withholding same to the County within said thirty (30) calendar day period, FPL's approval shall be deemed granted. In the event FPL timely provides a detailed and reasonable basis for withholding it requested approval, the County may, in its discretion, resubmit such request to FPL with any modifications that the County deems appropriate and, in such event, FPL shall then have an additional twenty (20) calendar days in which to either approve the County's resubmission or provide its detailed basis for withholding approval of same; it being agreed that in the event FPL fails to so timely respond to the County's resubmitted request for approval, the request shall be deemed approved.

5.2 FPL's Exclusive Use of Substation Parcel. With respect to the Substation Parcel only, the County specifically agrees that this grant of Easement for the Substation Parcel is for FPL's sole and exclusive use which shall exclude any use by the County or any other party, except as may be otherwise provided herein or by applicable law. The County shall not grant use of the Substation Parcel to any other party (other than County permitted FPL successors or assigns, if any).

5.3 FPL's Non-Exclusive and Vertically Restricted Use of Amended Transmission Parcel; County Retained Rights and Uses. Notwithstanding and prevailing over any contrary term or implication contained in the Substation Easement or in this Easement Amendment, the parties agree that FPL's permitted use of the subsurface Amended Transmission Parcel is non-exclusive and vertically restricted, and, in addition to all other rights retained by the County as set forth in Section 5.1 hereto or elsewhere in this Easement Amendment or the Substation Easement, the County may itself, and/or allow others to, use, enter upon, occupy, travel on, over or across the Amended Transmission Parcel, without FPL's consent, for the construction, maintenance, repair, improvement, inspection and use of roadways, utilities, paved cargo storage areas, cruise and cargo berthing and terminal areas, shipping channels and vessel berthing areas, parking areas, tired or rail mounted gantry cranes and/or associated running pads and infrastructure, dredging, and other port related uses and improvements. Notwithstanding the foregoing, the County contractually agrees not to permanently block access to or erect permanent structures on (1) the existing 138 kV access manhole (identified in attached Exhibit C hereto) (the "**138kV Access Manhole**"), (2) the existing 69 kV manhole (identified in

attached Exhibit C) (the “**69 kV Access Manhole**”), (3) the proposed 69kV manhole (identified in attached Exhibit C) (the “**Future 69 kV Access Manhole**”), or (4) the existing FPL Manhole identified in attached Exhibit C as “TO BE ABANDONED IN PLACE” (the “**To Be Abandoned Manhole**”), provided such restriction and all of FPL’s surface use, occupation, and access rights hereunder shall cease and be of no further force and effect as to the To Be Abandoned Manhole upon the Old Transmission Line(s) Removal Date (defined in the Easement Agreement Amendment). For avoidance of doubt, with respect to the 138 kV Access Manhole, the 69 kV Access Manhole, the Future 69 kV Access Manhole, and the To Be Abandoned Manhole, the County retains the right to occupy and use such above-defined manhole areas, and to authorize third parties to occupy and use such areas, including for, without limitation, storage of containers or other cargo or other transportation or port related purposes, except at times whereby FPL requires (temporary) use of or access to these manholes to inspect, maintain, construct or restore the underground facilities accessible therefrom. When such temporary use of these manholes is required by FPL, FPL shall provide the County and any known Port user with contractual rights to use such area with reasonable prior written notice of same, which, except in case of emergencies, shall be no less than ten (10) business days. Upon receipt of reasonable prior written notice from FPL to the Port Director or his or her designee, the Port will cooperate with FPL in obtaining temporary access to the above-listed access manholes for maintenance, inspection, and/or restoration purposes, provided such cooperation shall not require the Port or County to incur any costs or assume any liabilities.

5.4 Precedence of County Retained Rights and Police Powers, and of Existing Deed Restrictions. FPL acknowledges and accepts that certain County owned Port lands were conveyed to the County (or prior owner) with certain land use restrictions and/or covenants, including, without limitation, that the lands and submerged lands conveyed were to be used only for a public, port, and seaport purpose (collectively, “**Port Deed Restrictions**”). FPL further acknowledges and agrees that the Port is surrounded by federal navigable waterways and channels and adjoining uplands that are, or may be, subject to federal authority and jurisdictions, and to federal statutory and other restrictions, including, without limitation, federal navigational servitude (collectively, “**Federal Navigational Servitude**”), which cannot be waived by the County. FPL further acknowledges, accepts, and agrees that the County in granting the subject easement in accordance with the requirements, conditions, and limitations enumerated in the Substation Easement as modified hereby expressly retains numerous County rights and privileges, including, without limitation, all of the County’s sovereign immunity, sovereign rights, riparian rights, and police powers, and all other rights and privileges expressly retained by the County under the terms hereof, the public trust doctrine or otherwise under statutory or common law (collectively, the “**County Retained Rights and Police Powers**”). Notwithstanding and prevailing over any contrary term or implication contained in the Substation Easement or this Easement Amendment, any and all contract, property or other rights or interests conveyed by or arising from the Substation Easement or this Easement Amendment shall be subject to and limited by (1) the Port Deed Restrictions, (2) the Federal Navigational Servitude, and (3) the County Retained Rights and Police Powers. In the event any conflict arises between any purported contract, property, or other right or interest conveyed to FPL by or through the Substation Easement or this Easement

Amendment and the Port Deed Restrictions, the Federal Navigational Servitude, or the County Retained Rights and Police Powers, or any combination of these three, the limitations, restrictions, and retained rights in or arising from the latter three shall prevail and control.

5.5 FPL Duty to Design, Construct, and Locate its Facilities to Avoid Conflicts, Impairments, and/or Unreasonable Interference with Existing and Future Port Facilities. With respect to any equipment or facilities to be placed or located within the Amended Transmission Parcel, FPL shall design, construct, and place same in a manner, and at a sufficiently deep elevation, to avoid impairments to or interference with existing and future on-Port uses, facilities, structures, foundations, utilities, equipment and projects, including, without limitation, all those listed or described in Exhibit D (attached hereto and incorporated by reference herein) located (or to be located) above, outside of, or within the Amended Transmission Parcel. To minimize the chance of conflicts or impairments with current or future Port projects, facilities, uses, utilities, or structures, including, without limitation, those listed or referenced in Exhibit D hereto, FPL is expressly prohibited from placing, constructing, installing, or operating, or permitting any FPL contractor (of any tier) to place, construct, install, or operate, any lines, conduits, equipment, structures, or other facilities (i) above or beyond any of the vertical or horizontal limits of the Amended Transmission Parcel or (ii) within the Amended Transmission Parcel to the extent not in substantial conformance with Exhibit B hereto. In the event it is reasonably determined by the Port engineer or his or her designee, or by FPL, or both, that any structure, transmission line, conduit, equipment or facility installed or constructed or proposed to be installed or constructed within the Amended Transmission Parcel impairs, precludes, or unreasonably interferes with any current or future Port operation, use, on-Port facility, building, terminal, structure, foundation, channel, turning basin, vessel berthing area, utility, equipment, or project either (1) existing, permitted, or the construction of which had commenced as of or prior to the Effective Date of this Easement Amendment or (2) listed or described in Exhibit D hereto (individually or collectively, a “**FPL Interference**”), then FPL shall, at its sole cost and expense, promptly deepen, strengthen, improve or protect, relocate, and/or otherwise modify its facilities installed within the Amended Transmission Parcel to remove or resolve such impairment and/or interference as soon as is reasonably practicable after receipt of written notice thereof. Without derogating the foregoing, the County may consider FPL suggestions regarding potential design changes that would eliminate or lessen above-referenced impairments and/or interferences arising from FPL equipment or facilities, and the County may, in the exercise of its sole discretion, elect to modify, or recommend modifications to, designs of future County-authorized projects to attempt to eliminate or lessen FPL impairments or interferences thereto.

To the extent FPL, at its sole cost, fully removes or resolves all FPL Interference to the sole and reasonable satisfaction of the Port Director or his or her designee, such that there are no longer any Port impairments outside the Amended Transmission Parcel, to the extent permitted by then-applicable law and permit conditions and requirements, and subject to the approval of the Port Director (which approval may be withheld or conditioned in his or her reasonable discretion after consideration of, among other factors, FPL’s removal plan), following FPL’s de-energization and removal of the transmission

line located within the Amended Transmission Parcel, FPL shall at its cost, in lieu of a complete removal of such transmission line, remove all lines, fluids, and lubricants from the conduit and sub-conduits thereof and cut and cap the line's prime conduit and all associated sub-conduits in accordance with then-applicable law and permit requirements, including, without limitation, in compliance with all then-applicable utility decommissioning and/or abandonment requirements and conditions. Notwithstanding the terms of the preceding sentence, if a more complete removal of the transmission line and its associated conduits and materials is required by then-applicable law or permit conditions or requirements or in connection with FPL's removal or cure of any FPL Interference, then, in such event, FPL shall comply with all such requirements at FPL's sole cost.

8. **Required Provision by FPL of Certified As-Built Surveys.** Upon FPL's completion of the construction and installation of each of the two transmission lines allowed hereunder, FPL shall promptly provide the Port Engineer, without charge, with certified as-built drawings and surveys of each completed line and facility installed within the Amended Transmission Parcel for the County's review and comments, and for County's approval solely to confirm FPL's conformance with the vertical and horizontal limits set forth in this Easement Amendment. Once the vertical and horizontal limits in the provided survey are approved by the County (as may be modified thereby and, if necessary, recertified), the parties shall execute and record an additional amendment to the Substation Easement in the public records of Miami-Dade County, Florida, replacing the attached Exhibit B, provided that under no circumstances shall the preparation, approval, and/or recording of such contemplated replacement exhibit avoid or diminish any County retained right or condition, or any easement restriction, exclusion, limitation, or condition set forth herein.

9. **Damages.** Section 6 of the Substation Easement is hereby deleted and, in lieu thereof, is substituted the following amended and restated Section 6:

6. **Damages.** FPL will at its sole cost promptly repair and restore any damage caused by FPL or any of its employees, agents, invitees, contractors, or subcontractors (of any tier) to any County or third party property, structures, facilities, or equipment located on or under any Port property or submerged lands, including, but not limited to, repair and restoration of any damaged roads, utilities, foundations, structures, bulkheads, rip raps and associated structures, and other facilities, fixtures, and equipment, whether owned or leased by the County or third party. In connection with the foregoing, FPL and its contractors (of all tiers) shall coordinate in advance with the County and any third-party Port users, tenants, or terminal operators that may be affected by such required FPL repairs, removals, and/or restoration so as to minimize disruptions to County and third-party facilities and operations. If required by the Port Director, such FPL repair, restoration, and removal work shall be phased in coordination with the Port Director or his or her designee and impacted Port users, tenants, and terminal operators, at FPL's cost, to minimize impacts and disruptions to Port operations and facilities and to maintain reasonable ingress and egress to same, provided that such phasing, if required by the Port Director or his or her designee, shall be planned, to the extent reasonably practicable while fulfilling the foregoing requirements, to (i) minimize unnecessary multiple mobilizations

and remobilizations and (ii) avoid unnecessary and unreasonably discontinuous construction periods. This Section is for the exclusive benefit of the Parties and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person, party or entity.

10. **Compliance with Applicable Laws, Codes, Etc.** While conducting any activity on the Port, FPL agrees that it and its employees, agents, affiliates, contractors, subcontractors (of all tiers), and guests shall comply with all applicable federal, state and local laws, codes, rules, ordinances, administrative orders, schedules, permits, decrees and orders, including, but not limited to, Port of Miami Tariff No. 010 and Chapter 28A, Code of Miami-Dade County, as may be amended from time to time in the County's discretion.

11. **No Further Modifications.** Except as expressly modified by this Easement Amendment, the Substation Easement remains in full force and effect and is unmodified. In the case of any conflicts between the terms of the Substation Easement and this Easement Amendment, the terms of this Easement Amendment shall control. This Easement Amendment may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one agreement.

[Signatures and acknowledgments appear on following pages.]

IN WITNESS WHEREOF, County and FPL has hereunto set its hands and affixed its seals as of the date first above written.

COUNTY:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN,
CLERK OF SAID BOARD

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava, Mayor

Signed, sealed and delivered in
the presence of:

Witness

Print Name

Witness

Print Name

Approved as to form
and legal sufficiency.

By: _____
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Daniella Levine Cava, as Mayor for Miami-Dade County, who personally known to me or who has produced as identification and who did (did not) take an oath.

Notary Public, State of Florida
My Commission Expires:

Exhibit A
Substation Parcel

Exhibit A - Substation Parcel

MAP SHOWING

A PART OF NORTH HALF (1/2) OF FRACTIONAL SECTION 9,
TOWNSHIP 54 SOUTH, RANGE 42 EAST
DADE COUNTY, FLORIDA

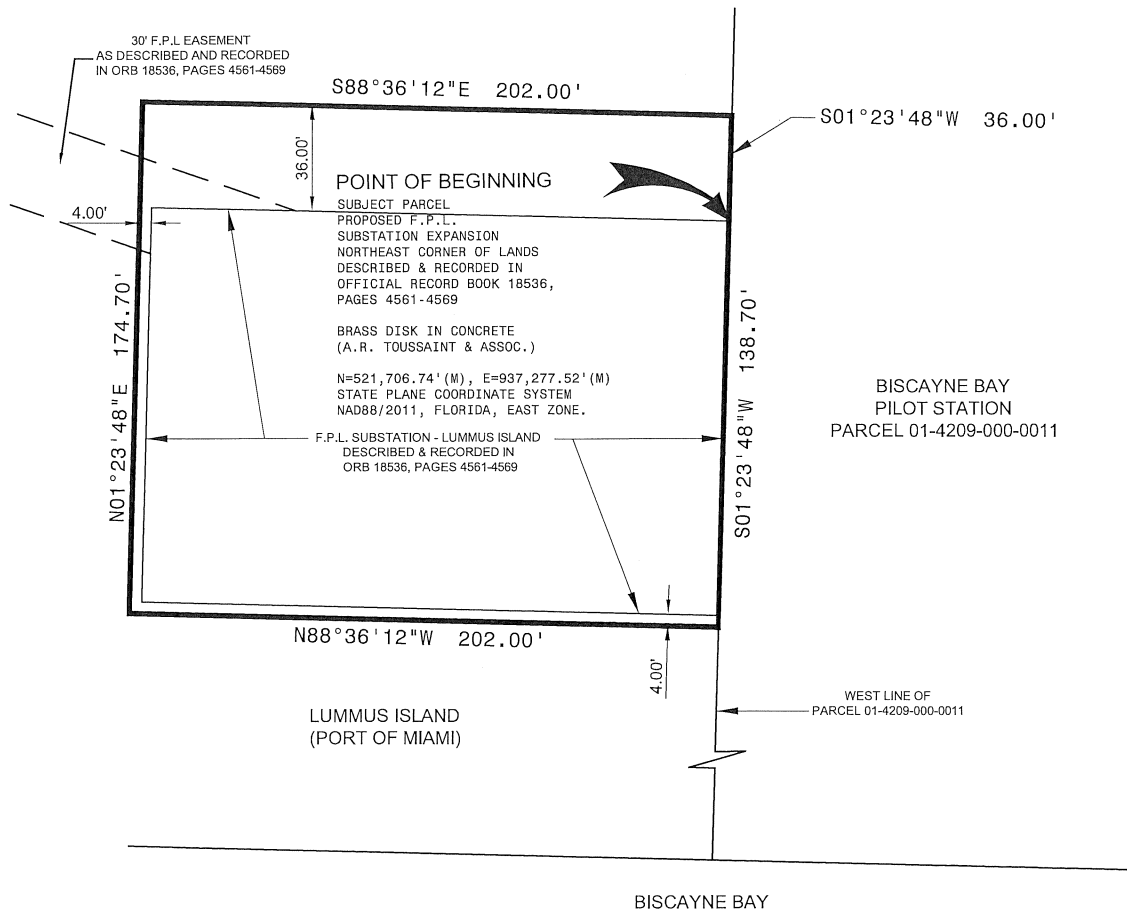
LEGAL DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT SUBSTATION EXPANSION

A PARCEL OF LAND SITUATED IN THE NORTH HALF (1/2) OF FRACTIONAL SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18536, PAGES 4561 - 4569, PUBLIC RECORDS OF DADE COUNTY, FLORIDA; (SAID POINT BEING A BRASS DISK IN CONCRETE STAMPED "A.R. TOUSSAINT & ASSOC." AND HAVING COORDINATES OF N=521,706.74 AND E=937,277.52, STATE PLANE COORDINATE SYSTEM NAD88/2011, FLORIDA, EAST ZONE.); THENCE SOUTH 01°23'48" WEST, A DISTANCE OF 138.70 FEET; THENCE NORTH 88°36'12"W, A DISTANCE OF 202.00 FEET; THENCE NORTH 01°23'48" EAST, A DISTANCE OF 174.70 FEET; THENCE SOUTH 88°36'12" EAST, A DISTANCE OF 202.00 FEET; THENCE SOUTH 01°23'48"W, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, CONTAINS 35,289 SQUARE FEET OR 0.81 ACRES OF LAND, MORE OR LESS.



GENERAL NOTES

1. THIS IS A MAP TO ACCOMPANY A LEGAL DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
2. REFERENCE BOUNDARY & TOPOGRAPHIC SURVEY BY DRMP INC. FEBRUARY 10, 2020.
3. MAP DATE: JUNE 1, 2021. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.

PROJECT 20-0004.000

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE

SAMUEL HALL, P.S.M., FLORIDA CERTIFICATION NO.6644

NOTICE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

8001 Belfort Parkway, Suite 200
Jacksonville, Florida 32256
904-641-0123 LB#2648



SCALE:
1" = 50'

Exhibit B

Amended Transmission Parcel

SKETCH AND DESCRIPTION
AMENDED TRANSMISSION PARCEL
MIAMI-DADE COUNTY, FLORIDA

Exhibit B
 Amended Transmission Parcel

LEGAL DESCRIPTION

ALL THAT SUBSURFACE AREA WHICH LIES BELOW THE ELEVATIONS OR VERTICAL LIMITS SHOWN ON ATTACHED SHEETS 2-5 HEREOF, AS ESTABLISHED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29), AND WHICH IS ENCOMPASSED WITHIN THE FOLLOWING HORIZONTAL LIMITS:

A STRIP OF LAND SITUATED IN THE NORTH HALF (1/2) OF FRACTIONAL SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EAST LINE WITH THE SOUTH LINE OF "THE NEW PORT OF MIAMI", AS SHOWN ON A PLAT ENTITLED "METROPOLITAN DADE COUNTY, FLORIDA, BULKHEAD LINE, PART THREE, ADDITION ONE", AS RECORDED IN PLAT BOOK 74 PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN THE NEXT THREE (3) CALLOUTS ALONG SAID BULKHEAD LINE; S25°02'07"W FOR 150.00 FEET; S64°57'53"E FOR 1,150.00 FEET; S88°36'19"E FOR 4,991.20 FEET; THENCE LEAVING SAID BULKHEAD LINE RUN N01°23'41"E FOR 301.39 FEET; THENCE RUN N88°36'19"W FOR 202.02 FEET TO POINT OF BEGINNING OF AN EASEMENT HEREINAFTER DESCRIBED;

FROM SAID POINT OF BEGINNING, RUN THE NEXT (2) CALLOUTS ALONG THE NORTHERLY LINE OF SAID EASEMENT; N74°41'22"W FOR 273.07 FEET; N70°54'33"W FOR 358.40 FEET; THENCE DEPARTING NORTHERLY LINE OF SAID EASEMENT, RUN THE NEXT FOUR (4) CALLOUTS; N19°59'18"W FOR 149.95 FEET; N07°49'30"W FOR 10.25 FEET; S82°10'30"W FOR 2.21 FEET; N19°59'18"W FOR 523.19 FEET TO THE SOUTHERLY LINE OF THE MIAMI MUNICIPAL CHANNEL; THENCE RUN N64°54'15"W ALONG THE SAID SOUTHERLY LINE FOR 74.89 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN S19°59'18"E FOR 689.64 FEET; THENCE RUN S07°49'30"E FOR 27.99 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE; THENCE ALONG SAID CURVE SOUTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTHWEST WITH A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 21°14'57", AND AN ARC DISTANCE OF 72.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTHWEST AND HAVING ITS ELEMENTS A CENTRAL ANGLE OF 89°02'04", A RADIUS OF 85.00 FEET, FOR AN ARC DISTANCE OF 132.09 FEET; THENCE RUN S12°27'31"W FOR 30.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE; THENCE ALONG SAID CURVE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, BEING CONCAVE TO THE NORTHWEST WITH A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 89°02'04", AND AN ARC DISTANCE OF 178.70 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, BEING CONCAVE TO THE NORTHWEST AND HAVING A CENTRAL ANGLE OF 10°40'18", A RADIUS OF 225.00 FEET, AND AN ARC DISTANCE OF 41.91 FEET TOWARDS THE SOUTHERLY LINE OF SAID EASEMENT; THENCE RUN THE NEXT TWO (2) CALLOUTS ALONG THE SOUTHERLY LINE OF SAID EASEMENT; S75°37'23"E FOR 203.97 FEET; S70°54'10"E FOR 458.91 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN N01°23'41"E FOR 50.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1.57 ACRES, MORE OR LESS. (68281.80 SQ. FT.)

LEGAL DESCRIPTION (1 OF 2)


SHEET 1 OF 5

PREPARED FOR:
 Florida Power & Light Company

DATE: JANUARY 11, 2022 SCALE: 1:150

PROJECT #: 20-0004.001

DESIGN: MLD CHECKED: JMF



JOHN M. FLOYD
 PROFESSIONAL SURVEYOR AND MAPPER LS-7098
 STATE OF FLORIDA

DATE: 01/11/22



Phone: (407) 896-0594

CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

SKETCH AND DESCRIPTION
AMENDED TRANSMISSION PARCEL
MIAMI-DADE COUNTY, FLORIDA

Exhibit B
 Amended Transmission Parcel

LEGAL DESCRIPTION (CONTINUED)

VERTICAL LIMITS (CEILINGS)	
South of Station (Ft)	Upper Elevation (Ft)
10+00	Grade as of 03/15/22
North of Station (Ft)	Upper Elevation (Ft)
10+00	-6
10+48	-20
11+00	-35
11+23	-50
12+00	-55
12+19	-70

GENERAL NOTES


1. THIS SURVEY WORK PRODUCT CONSISTING OF SHEETS 1 THROUGH 3 IS A SKETCH AND DESCRIPTION PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17.052(6) AND IS NOT A SURVEY.
2. ALL BEARINGS SHOWN IN THE ABOVE DESCRIBED LEGAL DESCRIPTION ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, STATE OF FLORIDA, NAD 1983/2011.
3. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND OF ABBREVIATIONS

- | | |
|------------------------------|--|
| Δ = CENTRAL ANGLE | P.B. = PLAT BOOK |
| D.C.R. = DADE COUNTY RECORDS | PG. = PAGE |
| LB = LICENSED BUSINESS | PSM = PROFESSIONAL SURVEYOR AND MAPPER |
| (D) = DEED | R/W = RIGHT OF WAY |
| ⊕ = CENTERLINE | R = RADIUS |
| | O.R.B. = OFFICIAL RECORD BOOK |

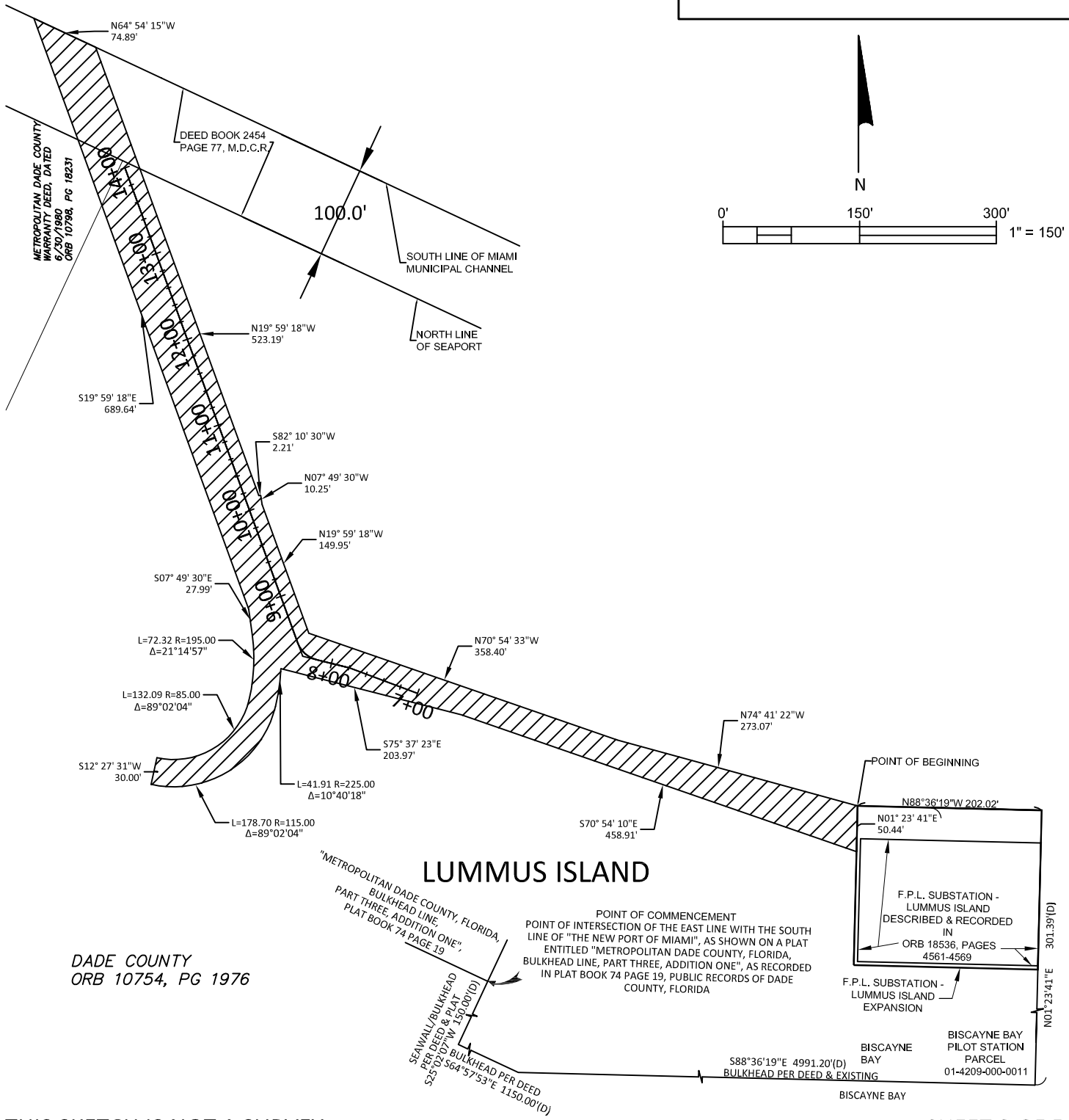
LEGAL DESCRIPTION (2 OF 2)

SHEET 2 OF 5

PREPARED FOR: Florida Power & Light Company DATE: JANUARY 11, 2022 SCALE: 1:150 PROJECT #: 20-0004.001 DESIGN: MLD CHECKED: JMF	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;">02/18/22</td><td>Revised north line bearing to match existing survey.</td></tr> <tr><td>03/03/22</td><td>Revised square footage.</td></tr> <tr><td>03/14/22</td><td>Revised language in legal description. Added profile/elevation sketch.</td></tr> <tr><td>03/15/22</td><td>Revised Vertical Limits Table and increased stationing on sketch.</td></tr> <tr><td>DATE</td><td>REVISIONS</td></tr> </table>	02/18/22	Revised north line bearing to match existing survey.	03/03/22	Revised square footage.	03/14/22	Revised language in legal description. Added profile/elevation sketch.	03/15/22	Revised Vertical Limits Table and increased stationing on sketch.	DATE	REVISIONS	 <p>Phone: (407) 896-0594 CERTIFICATE OF AUTHORIZATION #2648 941 Lake Baldwin Lane - Orlando, Florida 32814</p>
02/18/22	Revised north line bearing to match existing survey.											
03/03/22	Revised square footage.											
03/14/22	Revised language in legal description. Added profile/elevation sketch.											
03/15/22	Revised Vertical Limits Table and increased stationing on sketch.											
DATE	REVISIONS											

SKETCH AND DESCRIPTION AMENDED TRANSMISSION PARCEL MIAMI-DADE COUNTY, FLORIDA

Exhibit B Amended Transmission Parcel



THIS SKETCH IS NOT A SURVEY

SHEET 3 OF 5

PREPARED FOR: Florida Power & Light Company	
DATE: JANUARY 11, 2022 SCALE: 1:150	
PROJECT #: 20-0004.001	
DESIGN: MLD CHECKED: JMF	
DATE	REVISIONS



DRMP

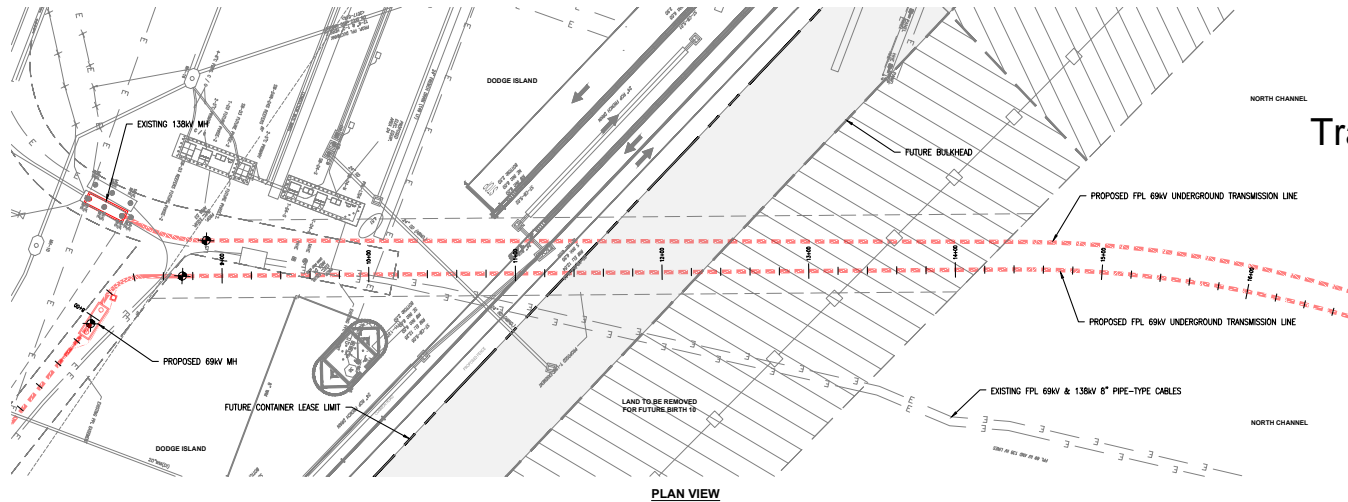
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Phone: (407) 896-0594

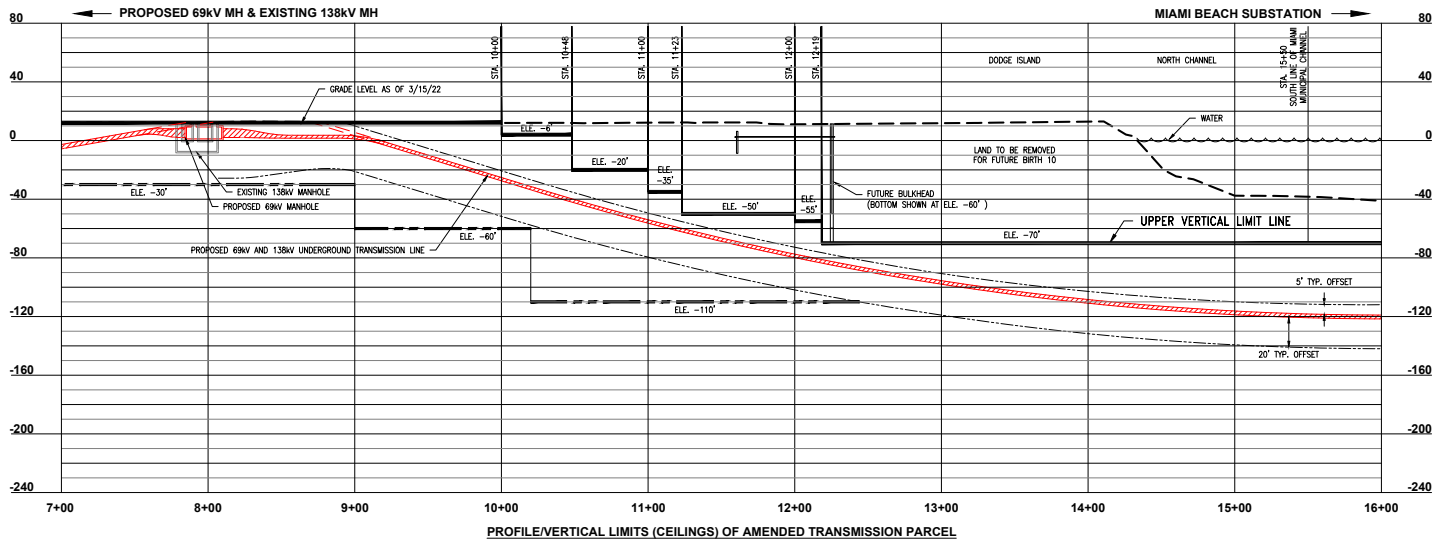
CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

Exhibit B Amended Transmission Parcel



PLAN VIEW

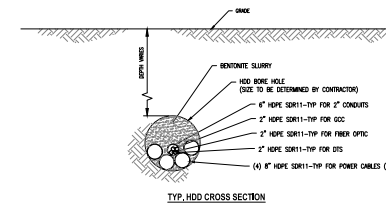
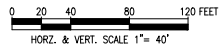


PROFILE/VERTICAL LIMITS (CEILING) OF AMENDED TRANSMISSION PARCEL

NOTES:

1. THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4770.
2. VERTICAL LOCATION OF EXISTING SUBSURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.

THE FOLLOWING TWO DOCUMENTS (SHEETS 4-5) WERE PROVIDED BY POWER ENGINEERING AND ARE USED TO SUPPLEMENT DRMP'S SKETCH AND LEGAL DESCRIPTION. THE SHEETS WERE INTENDED TO BE IN 24"x36" SCALE BUT HAVE BEEN SCALED DOWN TO 8.5"x11", THEREFORE ARE NOT IN ORIGINAL USABLE SCALE.



TYP. HDD CROSS SECTION

SHEET 4 OF 5

THREE BUSINESS DAYS BEFORE YOU DIG CALL
FLORIDA SUNSHINE 811
TOLL FREE
811 or 1-800-432-4770



ER	NO	DATE	REVISION	BY	CH	COR	APP	ER	NO	DATE	REVISION

46

DATE	6/9/2021	SCALE	1" = 40'
FLORIDA POWER & LIGHT		DR	DRC
		CH	SCG
		ER	MM
		COR	
APPROVED			

MIAMI TO MIAMI BEACH
69kV & 138kV UNDERGROUND
TRANSMISSION LINES

JOB #161170	
SHEET - OF -	REV NO
PROFILE EASEMENT	
STA. 7+00 TO 16+00	C

Exhibit C

**138kV Access Manhole, 69 kV Access Manhole,
Future 69 kV Access Manhole, and To Be Abandoned Manhole**

EXHIBIT C
138kV Access Manhole, 69kV Access Manhole, Future
69kV Access Manhole, and To Be Abandoned Manhole

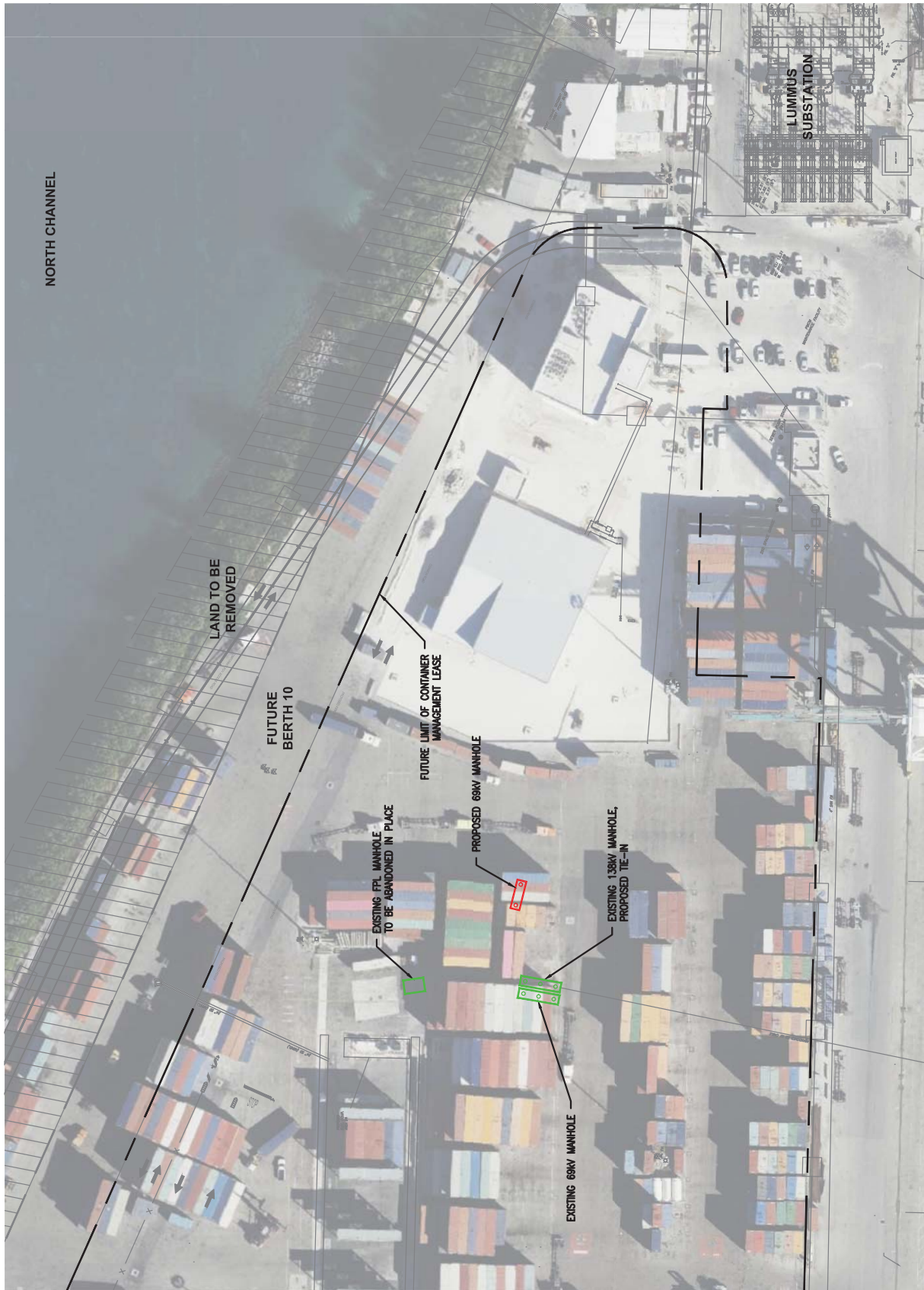


Exhibit D

List of Future Port Projects

Exhibit D

List of Planned and Potential Future Projects in or near the Amended Transmission Parcel

1	SFCT eRTGs Phase 2 – plans provided (Project No. 2017-034.02 issued Date: 10/15/21)
2	SFCT (East Cargo) Garage – design criteria plans provided (Project No. 2020-009 - 100% DCD New Parking Garage – Cargo Yard East Issued Date: Nov/21 – includes roadway east of FPL substation for garage entrance; however sheet C-3 was revised on 3/4/22: Description – Sewer Line Relocation
3	Temporary SFCT Surface Parking – plans provided (Temporary Parking Layout – Draft Planning Study Issued Date: 7/28/2021)
4	Shore Power Phase 1 – (CT A, B, and MSC Shared Terminal) plans provided (Project No. 2021-010 issued Date: 12/31/21), however sheet E-2009 is replaced with revised Sheet E-2009 issued on 2/14/22.
5	Berth 10 Project: bulkhead, concourse, provisioning building, shore power, apron, PBB, PBB runways, utilities, dredging to up to -42’ plus -2’ of overdredge NGVD, and associated improvements. (1) Project No. 2020-021 Berth 10 Environmental Permit Drawings issued Date: Jul/21 were provided, and which indicates the Berth 10 bulkhead system. (2) All facilities for the Berth 10 project, other than the actual bulkhead system and Berth 10 associated dredging, will be within 65’ of the bulkhead and the foundation elevations for structures other than the bulkhead will be no deeper than -50 ft NGVD and dredging up to -42’ plus -2’ overdredge NGVD north of the bulkhead.
6	North Cruise Boulevard extension (portion immediately adjacent to Berth 10) utilities and stormwater, drainage facilities, lighting, and associated improvements. The elevation of the bottom of the excavation for these improvements will be at or above elevation -10’ NGVD.
7	Maintenance dredging and advanced maintenance dredging to -42’ plus -2’ of overdredge NGVD along and within the north channel and local berthing facilities.
8	Miami Harbor Phase IV Dredging Improvement Project (Portion of the project may include the deepening and widening of the northern federal channel and local berthing facilities to -50’ plus -2’ of overdredge NGVD).

Notes:

1. The future Port projects listed above expressly includes approval of the utilities, conduits, foundations, paving, re-paving, drainage, lighting, fencing, dredging (where applicable), and all other project related elements, facilities, infrastructure, and structures as depicted on the plans or other provided submissions referenced above or as consistent with elevations if identified above, and also authorizes and approves the maintenance, repairs, rehabilitations, improvements, replacements, and/or modifications of or associated with any of the above-listed pre -approved existing facilities and current or future Port projects within the same footprint and elevation.
2. FPL pre-approves all existing on-Port buildings, facilities, structures, foundations, bulkheads, wharves, aprons, running pads, SFCT New administration and Maintenance & Repair Buildings, cargo security gates, cruise and cargo terminals and facilities, parking decks and lots, warehouses, cargo storage areas, roadways, overpasses, utilities, drainage facilities, Port channels and berths, uses, and all other on-Port facilities and structures existing as of the Easement Amendment Effective Date.

Exhibit 4
Approximate Location of FPL's Existing Transmission Lines and Associated
Conduits and Materials to be Removed or Relocated by FPL at FPL's Sole Cost;
Identification of Berth 10 Impairment Removal Portion

EXHIBIT 4

Approximate location of FPL's existing transmission lines, associated conduits, and materials to be removed and relocated by FPL; Identification of Berth 10 Impairment Removal Portion

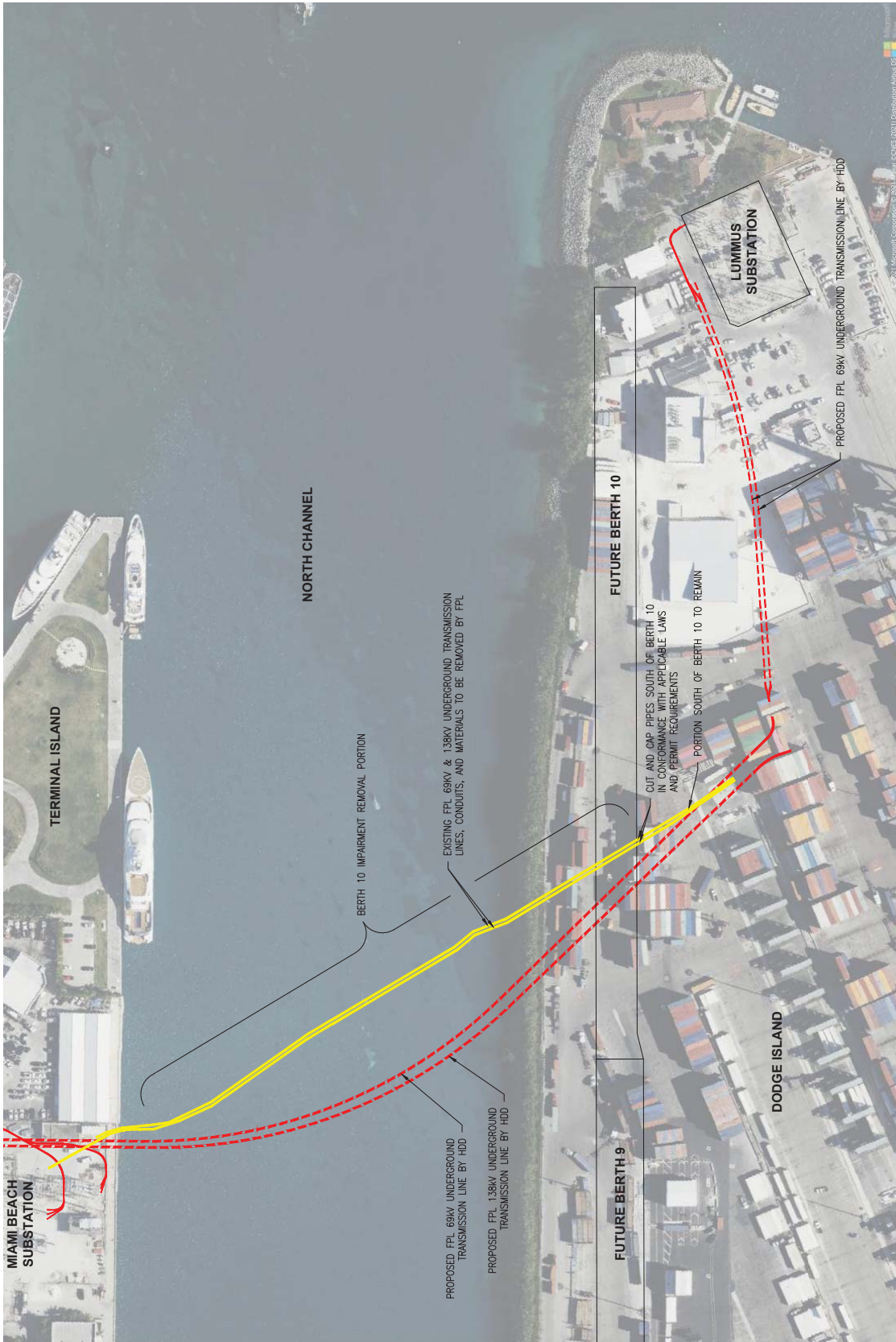


Exhibit 5
**Port Approved Alignment and Elevation Plans for FPL's Proposed New 69 kV
Transmission Line and 138 kV Transmission Line**

EXHIBIT 5

Approved FPL transmission line alignment and elevation plans

Sheet 1 of 4



THREE BUSINESS DAYS BEFORE YOU DIG CALL
 FLORIDA SUNSHINE 811
 TOLL FREE
 811 or 1-800-432-4770

MIAMI TO MIAMI BEACH
 69KV & 138KV UNDERGROUND
 TRANSMISSION LINES

DATE 12/3/2021 SCALE AS SHOWN
 FLORIDA POWER & LIGHT
 DR. DRC ER. MM
 CH. SCS COR
 APPROVED

CONTRACTOR TO TEST PI AND FIELD VERIFY ALL UTILITIES PRIOR TO STARTING ANY DRILL.
 DIRECTIONAL DRILL HAS A TOLERANCE OF 5' LEFT/RIGHT, 5" SHALLOWER, AND 10" DEEPER.

VERTICAL LOCATION OF EXISTING SUBSURFACE UTILITY LINES ARE BASED ON ASSIGNED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 COMMUNICATION CONDUIT TO BE TERMINATED IN COORDINATION WITH SUBSTATION.
 SEE SHEET 02-3 FOR LUMMUS SUBSTATION OVERVIEW.

BY CH. COR. APPR. ER. NO. DATE REVISION

BY CH. COR. APPR. ER. NO. DATE REVISION

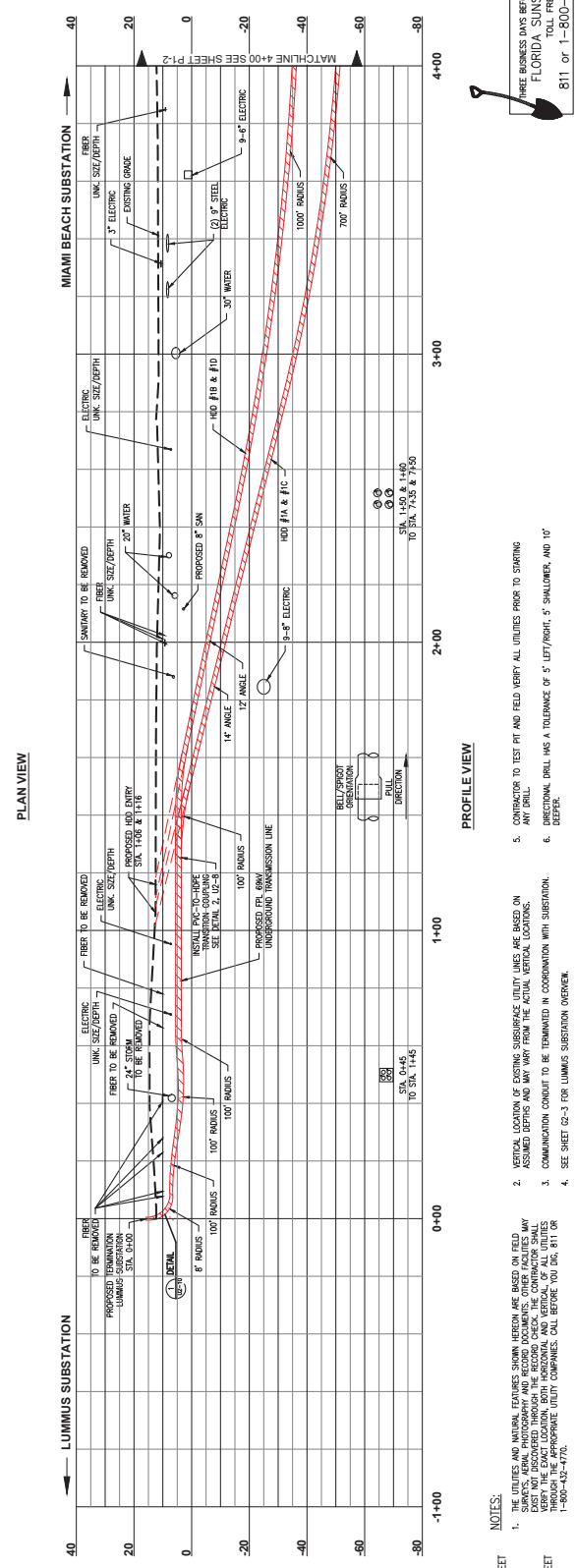
BY CH. COR. APPR. ER. NO. DATE REVISION

BY CH. COR. APPR. ER. NO. DATE REVISION

BY CH. COR. APPR. ER. NO. DATE REVISION

BY CH. COR. APPR. ER. NO. DATE REVISION

BY CH. COR. APPR. ER. NO. DATE REVISION



NOTES:
 1. THE UTILITIES AND MANHOLE FEATURES SHOWN HEREON ARE BASED ON FIELD ASSIGNED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4770.
 2. VERTICAL LOCATION OF EXISTING SUBSURFACE UTILITY LINES ARE BASED ON ASSIGNED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 3. COMMUNICATION CONDUIT TO BE TERMINATED IN COORDINATION WITH SUBSTATION.
 4. SEE SHEET 02-3 FOR LUMMUS SUBSTATION OVERVIEW.

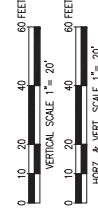


EXHIBIT 5 Approved FPL transmission line alignment and elevation plans Sheet 2 of 4



DRAWING # P1-2
SHEET 11 OF 31
69KV PLAN & PROFILE VIEW
STA. 4+00 TO 9+00

THREE BUSINESS DAYS BEFORE YOU DIG CALL
FLORIDA SUNSHINE 811
TOLL FREE
811 or 1-800-432-4770

MIAMI TO MIAMI BEACH
69KV & 138KV UNDERGROUND
TRANSMISSION LINES

DATE 12/3/2021 SCALE AS SHOWN
FLORIDA POWER & LIGHT
APPROVED

BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE

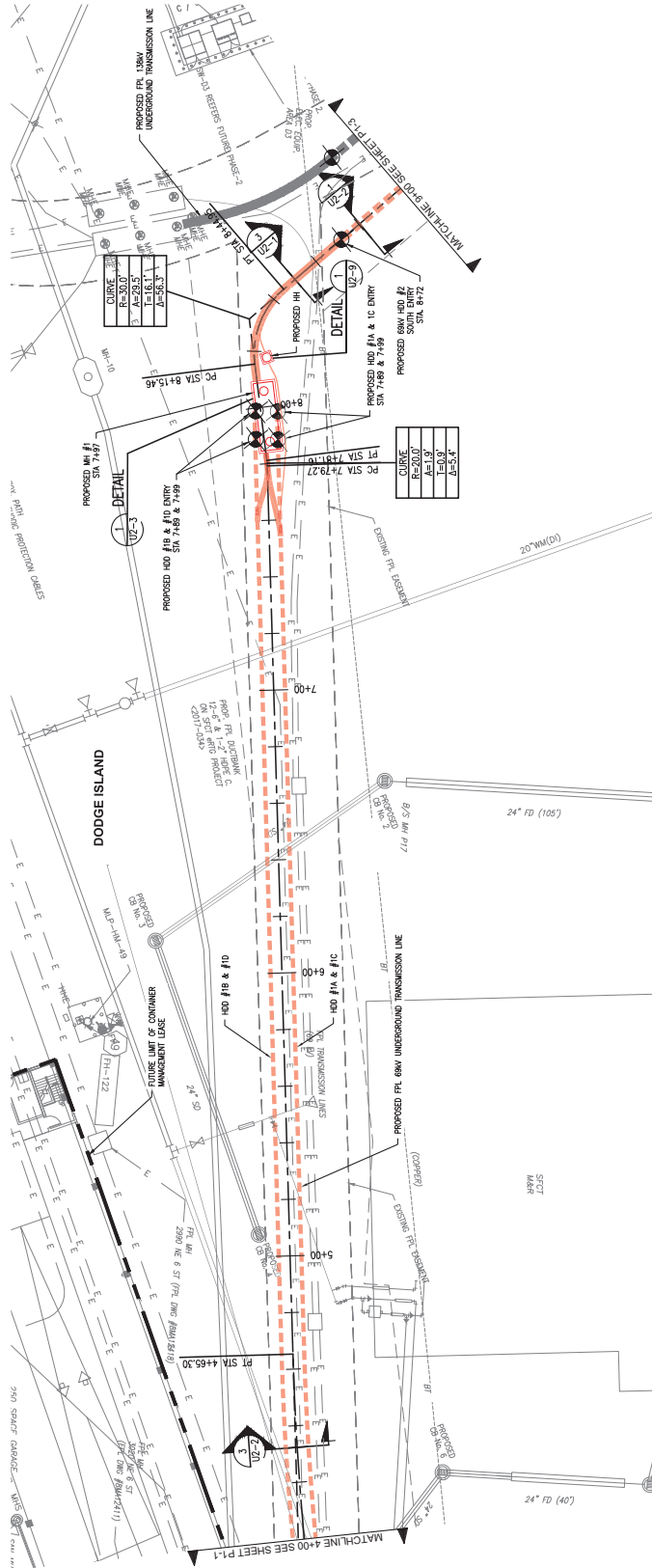
BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE

BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE

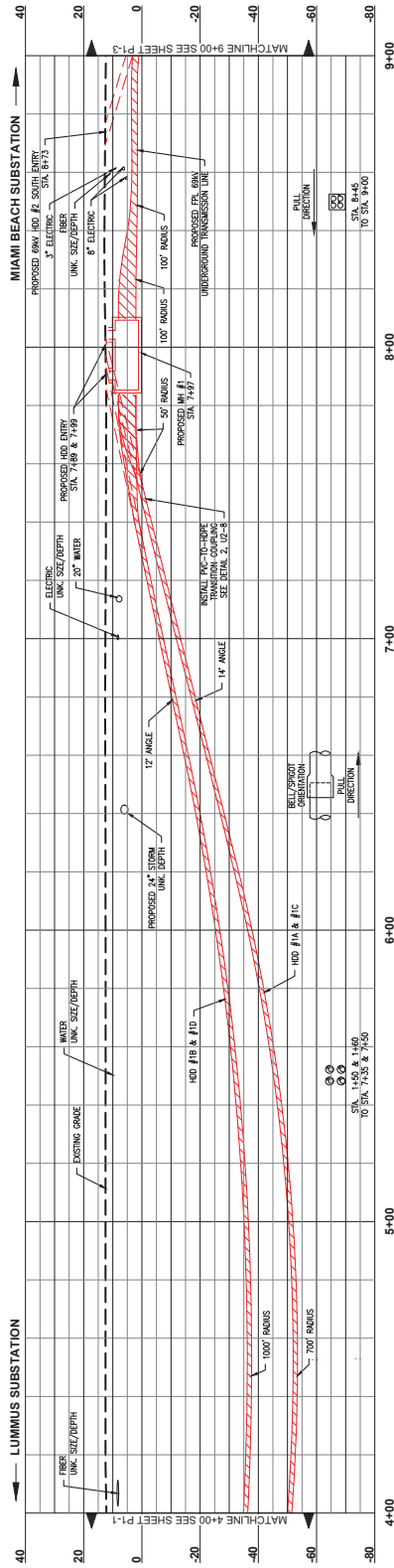
BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE

BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE

BY CH COR/APP/ER NO. DATE
BY CH COR/APP/ER NO. DATE



PLAN VIEW



PROFILE VIEW

- NOTES.**
- THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHY AND RECORD DOCUMENTS. OTHER FACILITIES MAY BE PRESENT. VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4770.
 - ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 - COMMUNICATION CONDUIT TO BE TERMINATED IN COORDINATION WITH SUBSTATION.
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL UTILITIES PRIOR TO SHIMMING ANY DRAINAGE.
 - CONSTRUCTION SHALL HAVE A TOLERANCE OF 5' LEFT/RIGHT, 5' SHALLOWER, AND 10' DEEPER.

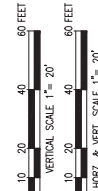


EXHIBIT 5

Approved FPL transmission line alignment and elevation plans

Sheet 3 of 4



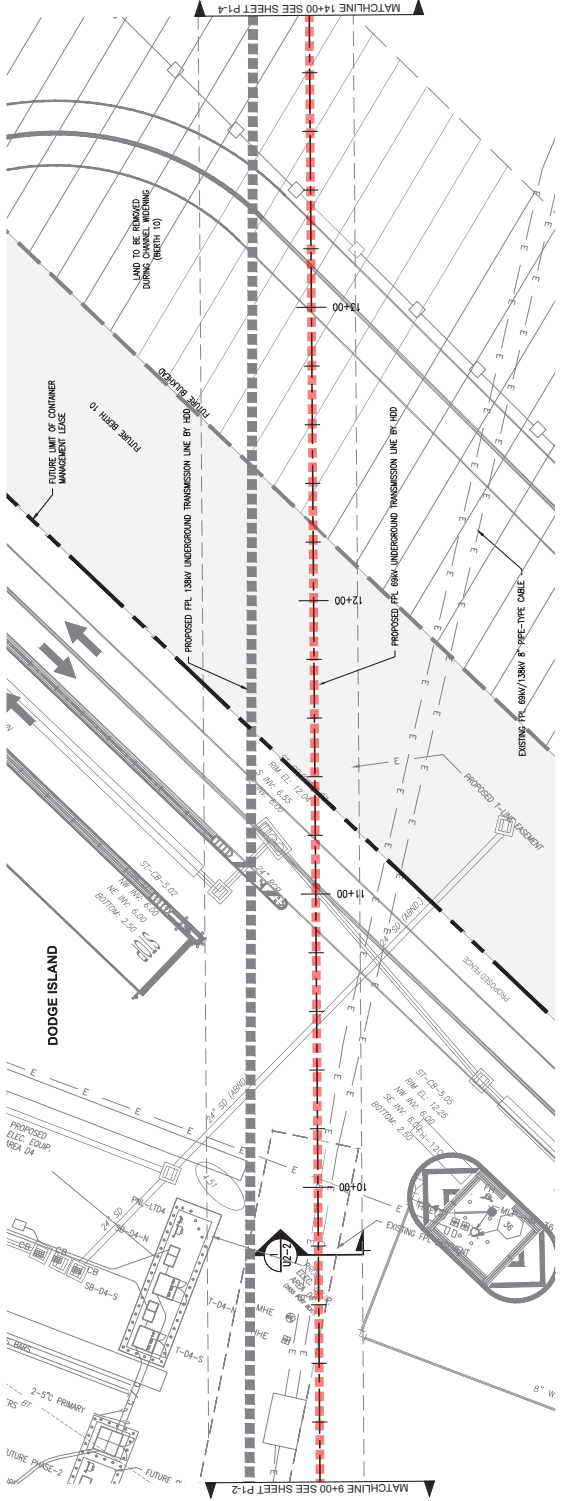
JOB #161770 DRAWING # PT-3
 SHEET 12 OF 31 REV NO
 69kV PLAN & PROFILE VIEW STA. 9+00 TO 14+00

THREE BUSINESS DAYS BEFORE YOU DIG CALL
 FLORIDA SUNSHINE 811
 TOLL FREE
 811 or 1-800-432-4770

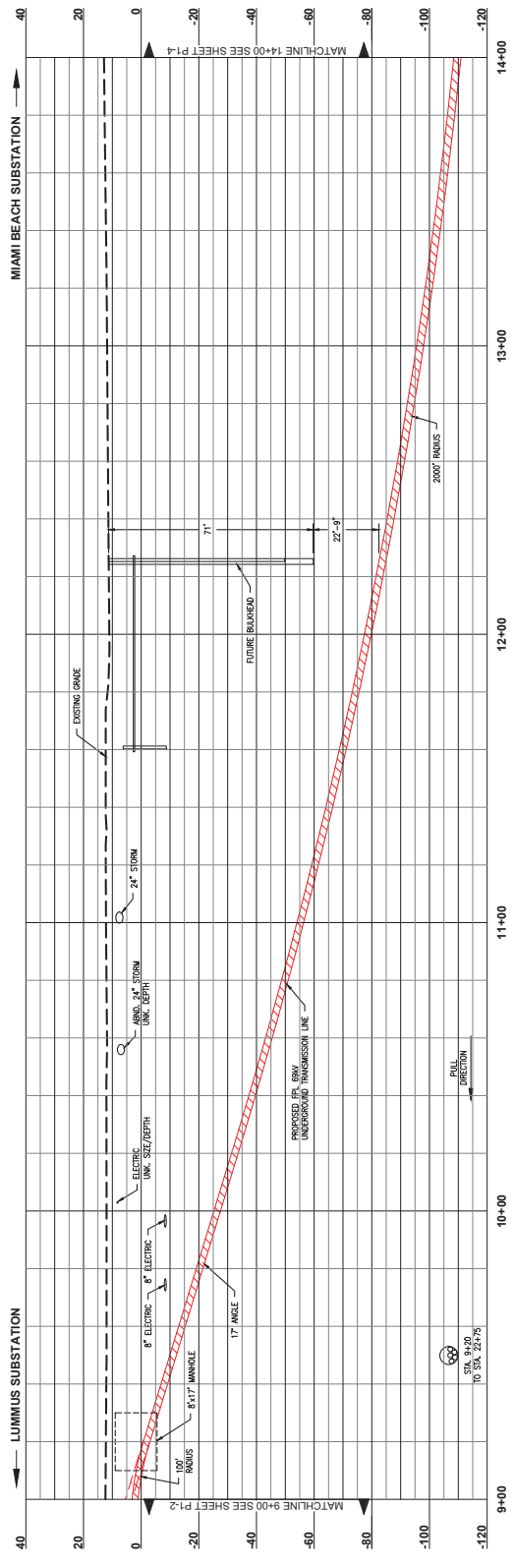
MIAMI TO MIAMI BEACH
 69kV & 138kV UNDERGROUND
 TRANSMISSION LINES

DATE 12/3/2021 SCALE AS SHOWN
 FLORIDA POWER & LIGHT
 DR DRC ER MM
 CH SCG COR
 APPROVED

REV	NO	DATE	BY	CHK	APP	ER	NO	DATE	REVISION
		11/01/2021	MM	SCG	MM	MM	MM	12/3/2021	ISSUED FOR CONSTRUCTION
									REVISION



PLAN VIEW



PROFILE VIEW

- NOTES.**
- THE UTILITIES AND NATURAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEYS, AERIAL PHOTOGRAPHS AND RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST. VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4770.
 - ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
 - COMMUNICATION CONDUIT TO BE TERMINATED IN COORDINATION WITH SUBSTATION.
 - CONDUCTOR TO BE TEST FIT AND FIELD VERIFY ALL UTILITIES PRIOR TO SHIMMING.
 - CONCRETE DRILL HAS A TOLERANCE OF 5' LEFT/RIGHT, 5' SHOULDER, AND 10' DEEPER.

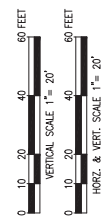


EXHIBIT 5

Approved FPL transmission line alignment and elevation plans

Sheet 4 of 4



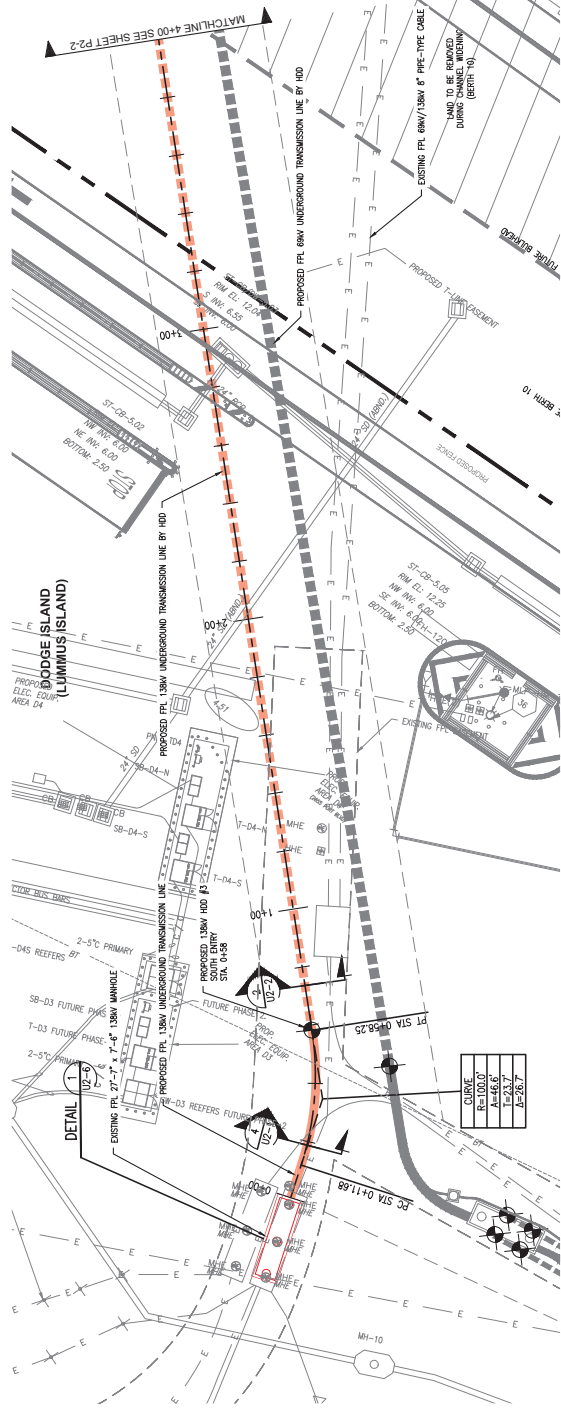
DRAWING # P2-1
SHEET 16 OF 31
138KV PLAN & PROFILE VIEW
STA. 0+00 TO 4+00

THREE BUSINESS DAYS BEFORE YOU DIG CALL
FLORIDA SUNSHINE 811
TOLL FREE
811 OR 1-800-432-4770

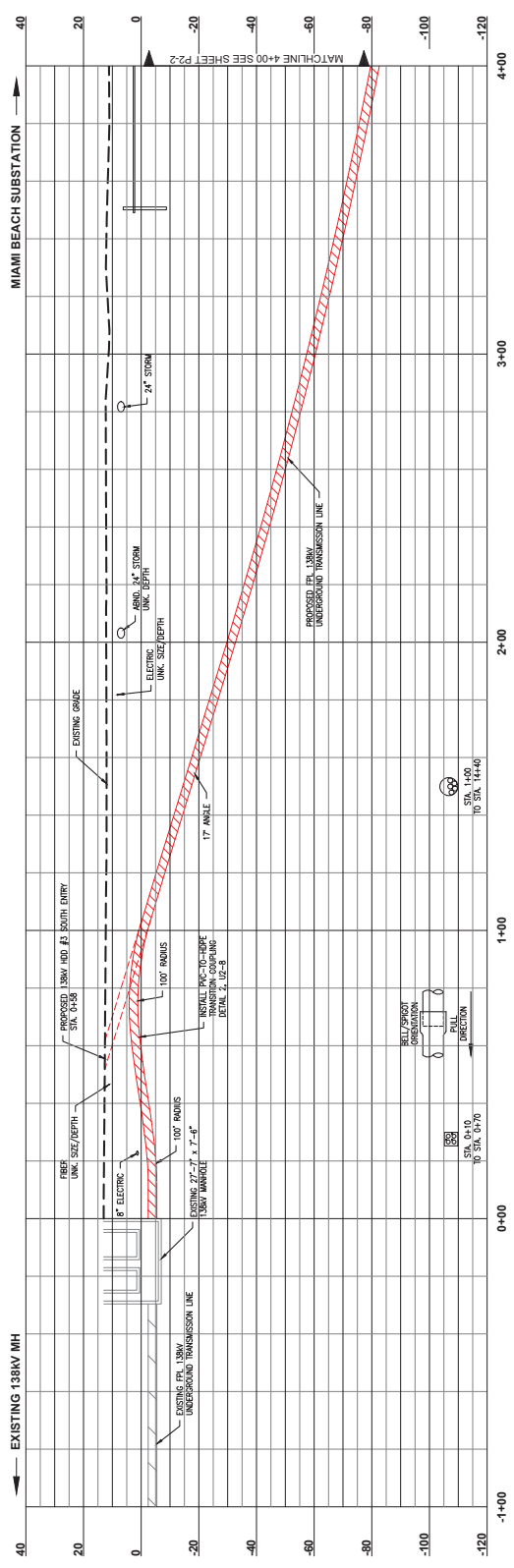
MIAMI TO MIAMI BEACH
69kV & 138kV UNDERGROUND
TRANSMISSION LINES

DATE	12/3/2021	SCALE	AS SHOWN
DR	DRC	ER	MM
CH	SCS	GOR	
APPROVED			

REV	NO	DATE	ISSUED FOR CONSTRUCTION	REVISION
1	0	12/7/2021	BY CH COR/APP/ER	NO DATE



PLAN VIEW



PROFILE VIEW

NOTES:

1. THE UTILITIES AND MATERIAL FEATURES SHOWN HEREON ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXISTING UTILITIES AND MATERIAL FEATURES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4770.
2. VERTICAL LOCATION OF EXISTING SURFACE UTILITY LINES ARE BASED ON ASSUMED DEPTHS AND MAY VARY FROM THE ACTUAL VERTICAL LOCATIONS.
3. COMMUNICATION CONDUIT TO BE TERMINATED IN COORDINATION WITH SUBSTATION.
4. CONTRACTOR TO TEST PIT AND FIELD VERIFY ALL UTILITIES PRIOR TO STARTING ANY TIE.
5. DIRECTIONAL BELL HAS A TOLERANCE OF 5' LEFT/RIGHT, 5' SHALLOWER, AND 10' DEEPER.



Exhibit 6
List of Planned and Potential Future Projects in or near the Amended Transmission Parcel
Area

Exhibit 6

List of Planned and Potential Future Projects in or near the Amended Transmission Parcel

1	SFCT eRTGs Phase 2 – plans provided (Project No. 2017-034.02 issued Date: 10/15/21)
2	SFCT (East Cargo) Garage – design criteria plans provided (Project No. 2020-009 - 100% DCD New Parking Garage – Cargo Yard East Issued Date: Nov/21 – includes roadway east of FPL substation for garage entrance; however sheet C-3 was revised on 3/4/22: Description – Sewer Line Relocation
3	Temporary SFCT Surface Parking – plans provided (Temporary Parking Layout – Draft Planning Study Issued Date: 7/28/2021)
4	Shore Power Phase 1 – (CT A, B, and MSC Shared Terminal) plans provided (Project No. 2021-010 issued Date: 12/31/21), however sheet E-2009 is replaced with revised Sheet E-2009 issued on 2/14/22.
5	Berth 10 Project: bulkhead, concourse, provisioning building, shore power, apron, PBB, PBB runways, utilities, dredging to up to -42’ plus -2’ of overdredge NGVD, and associated improvements. (1) Project No. 2020-021 Berth 10 Environmental Permit Drawings issued Date: Jul/21 were provided, and which indicates the Berth 10 bulkhead system. (2) All facilities for the Berth 10 project, other than the actual bulkhead system and Berth 10 associated dredging, will be within 65’ of the bulkhead and the foundation elevations for structures other than the bulkhead will be no deeper than -50 ft NGVD and dredging up to -42’ plus -2’ overdredge NGVD north of the bulkhead.
6	North Cruise Boulevard extension (portion immediately adjacent to Berth 10) utilities and stormwater, drainage facilities, lighting, and associated improvements. The elevation of the bottom of the excavation for these improvements will be at or above elevation -10’ NGVD.
7	Maintenance dredging and advanced maintenance dredging to -42’ plus -2’ of overdredge NGVD along and within the north channel and local berthing facilities.
8	Miami Harbor Phase IV Dredging Improvement Project (Portion of the project may include the deepening and widening of the northern federal channel and local berthing facilities to -50’ plus -2’ of overdredge NGVD).

Notes:

1. The future Port projects listed above expressly includes approval of the utilities, conduits, foundations, paving, re-paving, drainage, lighting, fencing, dredging (where applicable), and all other project related elements, facilities, infrastructure, and structures as depicted on the plans or other provided submissions referenced above or as consistent with elevations if identified above, and also authorizes and approves the maintenance, repairs, rehabilitations, improvements, replacements, and/or modifications of or associated with any of the above-listed pre -approved existing facilities and current or future Port projects within the same footprint and elevation.

2. FPL pre-approves all existing on-Port buildings, facilities, structures, foundations, bulkheads, wharves, aprons, running pads, SFCT New administration and Maintenance & Repair Buildings, cargo security gates, cruise and cargo terminals and facilities, parking decks and lots, warehouses, cargo storage areas, roadways, overpasses, utilities, drainage facilities, Port channels and berths, uses, and all other on-Port facilities and structures existing as of the Easement Amendment Effective Date.

Exhibit 7
Port Constructed MSC Ductbank

Exhibit 7
Port Constructed MSC Ductbank

BERTH 8

EXISTING FPL STRUCTURE #7
RIM EL 8.87'
N 523231.08'
E 933597.16'

PROP. FPL DUCT
BANK 12-6" C, 1-2" C.
TO BE PROVIDED BY MSC

PROP. FPL DUCT BANK
12-6" C, 1-2" C.
TO BE PROVIDED BY THE PORT

EXISTING FPL STRUCTURE
MH-3

Exhibit 8
List of Future Port Projects and Estimated Additional Electrical Load Requirements (in MVas)

Exhibit 8
List of Anticipated Future On-Port Projects and Estimated Additional Electric Load Requirements in MVA

	Anticipated Future Projects	Estimated Electrical Load (MVA)	Estimated Completion Date	Allowed Exceedance
1	CT-V	3.6	Feb-22	10%
2	EV Charger Station	0.5	Jun-22	*
3	CT - F Expansion	1.56	Oct-22	10%
4	Gantry Cranes	6	Dec-22	Up to 6 Gantry Cranes
5	RCCL Office / Garage	8.5	Dec-22	*
6	SFCT eRTGs Phase 2	3.0	Jun-23	Not to exceed 12 eRTG's. FPL monitored 6 eRTGs in operation. The depicted load is the actual demand load of the eRTGs based on the information provided by FPL (6 eRTGs - 1.5 MVA).
			Dec-23	
			May-24	
7	Brightline Train Station	0.5	May-23	*
8	Port Crane Shop	0.5	Jun-23	*
9	SFCT Garage	0.525	Sep-23	*
10	Shore Power Pilot #2 - East Terminals	16	Oct-23	*
11	Shore Power Pilot #3 - Berths 8 and 9	16	Oct-23	*
12	MSC Shared Terminal / Garage	9.2	Dec-23	10%
13	Office/Garage Complex #2	1.5	Dec-23	*
14	CBP Offices / Warehouse (FIF - Shed G)	1.5	Aug-24	*
15	CT-G	1.5	Oct-24	*
16	Bulkhead Concourse	1	Jun-25	*
17	Berth 10 (CT - AAAA)	1	Dec-25	*
18	Other eRTG Projects	1.5	2025	Not to exceed 6 eRTG's. FPL monitored 6 eRTGs in operation. The depicted load is the actual demand load of the eRTGs based on the information provided by FPL (6 eRTGs - 1.5 MVA).
19	CT - I	3	2030	*
20	CT - K	3	2030	*
Estimated total Mva to be served by FPL:		79.85	*	Not to exceed the total Mva

* The Port may adjust the projects and associated estimated loads, for those projects other than 4, 6, 10, 11, and 18 as long as the estimated total MVA does not exceed 79.85 Mva.

EXHIBIT B

**UTILITY LICENSE AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND FLORIDA POWER & LIGHT COMPANY
FOR INSTALLATION OF SINGLE TRANSMISSION LINE
AT THE PORT OF MIAMI**

THIS UTILITY LICENSE AGREEMENT (this “**License**”) is entered into as of this ____ day of _____, 2022, by and between MIAMI-DADE COUNTY, a political subdivision existing under the laws of the state of Florida (“**Licensor**”), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“**Licensee**”). This License shall become effective upon the later of (i) this License being fully executed by both parties hereto and (ii) the below-defined Easement Agreement Amendment being fully executed by all parties thereto and otherwise becoming effective in accordance with its terms (the “**Effective Date**”).

WITNESSETH:

WHEREAS, in connection with the terms of a contemporaneous amendment to a prior January 8, 1999 Easement Agreement between the parties hereto (the “**Easement Agreement Amendment**”), the Licensee desires to obtain an exclusive subsurface license for the construction, installation, operation, maintenance, repair, removal and replacement of one (1) underground 138 kV electric transmission line, which consists of a single prime conduit (which may contain multiple intra-prime sub-conduits as and to the extent provided in Section 2 hereof), all to be located no higher than -145 feet NGVD (except no higher than -143 feet NGVD for the portion of the prime conduit to be located under Port lands within the “**Vertical Limit Exception Area**” defined on sheet 1 of Exhibit A attached hereto), nor lower than -160 feet NGVD at any point, within a thirty (30) foot wide vertically limited subsurface squared corridor located at the Port of Miami (the “**Port**”), owned by Miami-Dade County (the “**County**”), as more particularly shown and described on attached Exhibit A, and subject to the post-installation vertical and horizontal limit adjustments set forth in subsections 2(ii) and 2(iii) hereof, respectively, (the “**Licensed Premises**”); and

WHEREAS, the Licensor desires to provide an exclusive, vertically and horizontally limited subsurface license to the Licensee for a specified use of the Licensed Premises subject to the terms, conditions, reservations, and limitations set forth below.

NOW, THEREFORE, in consideration of one dollar, the full and timely completion of the respective obligations undertaken by the parties in this License and in the Easement Agreement Amendment, and the foregoing premises, and the agreements and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference. For avoidance of doubt, this License does not become effective until it is fully executed by both parties and the above-referenced Easement Agreement Amendment is fully executed and effective.

2. **Sole Permitted Use; License's Vertical and Horizontal Limits and Post-Installation Adjustments thereto.** Subject to the terms, conditions, and limitations set forth herein, Licensor hereby grants to the Licensee, and Licensee hereby accepts from Licensor, a license to occupy and use of the Licensed Premises for the sole purpose of installing, maintaining and operating one (1) underground 138 kV electric transmission line, which line consists of a single prime conduit (which contains multiple sub-conduits including three (3) intra-prime sub-conduits to contain the three (3) phases of the 138 kV transmission line, an intra-prime sub-conduit for fiber for Licensee's monitoring and communication purposes solely for and in connection with the subject single 138 kV transmission line, and one or more spare intra-prime sub-conduits (to use, if needed, should one of the three phases of the 138 kV line needs to be replaced)), the installation of which prime conduit's centerline shall be no higher than -145 feet NGVD (no higher than -143 feet NGVD for that portion of the prime conduit to be located under Port submerged lands within the Vertical Limit Exception Area) and no lower than -160 feet NGVD at any point and which shall lie entirely within a thirty (30) foot wide horizontally limited subsurface corridor located at the Port as initially shown in Exhibit A (collectively, the "**Single 138 kV Transmission Line**"), and for no other purpose, upon the terms, conditions, restrictions, and reservations set forth herein. Upon the completed installation or activation of the Single 138 kV Transmission Line, (i) the Licensee shall have full ownership of same, and Licensee shall have the exclusive responsibility for operating, monitoring and maintaining the Single 138 kV Transmission Line for the duration of this License at Licensee's sole cost, (ii) the vertical dimensions of the Licensed Premises within the thirty (30) foot wide subsurface corridor shown in Exhibit A (the location of which may be adjusted in accordance with subsection 2(iii) below) shall automatically be reduced to an area extending outward from the centerline of the installed Single 138 kV Transmission Line's prime conduit a distance of fifteen (15) feet from each side and fifteen (15) feet above and below said centerline, provided that under no circumstances may the Licensed Premises ever exceed the premises' original thirty (30) feet width shown in Exhibit A, nor may the upper vertical limit of the Licensed Premises ever be higher than -130 feet NGVD (nor higher than -128 feet NGVD for the portions of the Single 138 kV Transmission Line's primary conduit located under Port lands within the Vertical Limit Exception Area), nor may the lower vertical limit of the Licensed Premises ever be lower than -175' NGVD, and (iii) to the extent the center line of the installed (*in situ*) prime conduit of the Single 138 kV Transmission Line is located east or west of the center of the horizontal limits shown in Exhibit A, based on the as-built plans described in Section 17 hereof, then, in such event, the horizontal location of the thirty (30) foot wide Licensed Premises shall be adjusted horizontally by up to ten (10) feet east or west, provided the width of the Licensed Premises, as so adjusted, may never be more than thirty (30) feet at any point and further provided that such horizontal adjustment may not change the Licensed Premises' vertical limits (ceiling or floor) set forth in subsection 2(ii) above. By example, if the installed location of the Single 138 kV Transmission Line is ultimately confirmed by certified survey and/or signed and sealed as-builts to be at an elevation of -152 feet NGVD, then upon and following such installation or activation, the upper vertical limit of the Licensed Premises under this License would be -137 feet NGVD and the lower vertical limit would be -167 feet NGVD (as the Licensed Premises upper vertical limit may never be higher than -130' NGVD (nor higher than -128 feet NGVD for the portions of the Single 138 kV Transmission Line's primary conduit located under Port lands within the Vertical Limit Exception Area) and the lower vertical limit may never be lower than -175 feet NGVD). By further example, if the center line of the installed (*in situ*) location of the Single 138 kV

Transmission Line's prime conduit is ultimately confirmed by certified survey and/or signed and sealed as-builts to be at a horizontal location eleven (11) feet east of the center of the horizontal limits shown on Exhibit A, then the horizontal location of the thirty (30) feet wide Licensed Premises would shift horizontally ten (10) feet eastward (as ten (10) feet is the maximum permitted lateral adjustment under subsection 2(iii)) while the vertical limits set forth in subsection 2(iii) above would be unaffected by said horizontal adjustment. Upon the expiration or earlier termination of this License pursuant to the terms hereof, Licensee shall at its sole cost remove the Single 138 kV Transmission Line cables from the Licensed Premises to the extent required to do so by any then-applicable federal, state, or County law, rule, order, regulation, permit condition or requirement. If removal is not so then-required, then Licensee shall, upon the expiration or early termination of this License, and at Licensee's sole cost, immediately de-energize the Single 138 kV Transmission Line and cut and cap both ends of same in accordance with all then-applicable federal, state, and County laws, regulations, orders, and permit conditions and requirements, including, without limitation, in compliance with all then-applicable utility decommissioning and/or abandonment requirements and conditions.

3. **Term**. This License is for an initial term of fifty (50) years commencing on the Effective Date and ending at 12:00 a.m. EST on the fiftieth (50th) anniversary thereof ("**Initial Term**"), unless earlier terminated as provided by this License. The Initial Term shall be automatically extended for an additional single forty (40) year extension term ("**Extension Term**") unless (i) Licensee notifies Licensor in writing that it declines or rejects the Extension Term prior to the expiration of the Initial Term, (ii) Licensee is not in compliance with the terms, requirements, and conditions hereof beyond any applicable notice and cure period (if any), or any additional cure period that the County may elect to grant in its sole discretion, or (iii) Licensee fails to complete construction and installation of the Single 138 kV Transmission Line within the Licensed Premises, in compliance with all terms hereof, within three (3) years from the Effective Date, (iv) Licensee fails to install, connect, and make ready to energize and place into service (including completion of all commissioning and testing) an additional transformer (of no less than 40 MVa in size) at its Lummus Island substation in accordance with terms of the Easement Agreement Amendment within ten (10) months from the effective date of the Easement Agreement Amendment, (v) Licensee fails to release, waive, extinguish the Disputed Lummus Island Document (as such term is defined in the Easement Agreement Amendment) in accordance with terms of the Easement Agreement Amendment and within the time period set forth in the Easement Agreement Amendment, (vi) Licensee fails to release, waive, extinguish the Disputed By-Pass Document (as such term is defined in the Easement Agreement Amendment) in accordance with terms of the Easement Agreement Amendment, or (vii) Licensee fails to timely remove and relocate, at its sole cost and expense, the existing Licensee transmission line and associated conduits and materials identified in Section 5 of the Easement Agreement Amendment and within the time period set forth therein. The Initial Term and Extended Term, to the extent extended, shall be collectively referred to herein as the "**Term**".

4. **Termination**. This License may be cancelled or terminated by the County without cost or penalty in accordance with the terms of Section 14 below. Further, this License may also be terminated by the County, without cost or penalty, if Licensee fails to keep, observe or perform any of its following obligations or duties, and such failure shall continue for a period of thirty (30) days after Licensee's receipt of written notice thereof from the County expressly

setting forth with reasonable specificity the nature of the alleged breach, or in the case of any such breach which cannot, with due diligence and in good faith, be cured within thirty (30) days, such longer cure period as the Port Director may grant in writing, in his or her reasonable discretion, in response to a Licensee written request for extended cure period for demonstrated good cause accompanied by a detailed Licensee cure plan and completion schedule:

(i) Licensee violates any material term, deadline, or requirement set forth in this License;

(ii) Licensee fails to complete construction and installation of the Single 138 kV Transmission Line within the Licensed Premises, in compliance with all terms hereof, within three (3) years from the Effective Date;

(iii) Licensee fails to install, connect, and make ready to energize and place into service (including completion of all commissioning and testing) an additional transformer (of no less than 40 MVA in size) at its Lummus Island substation in accordance with the terms of the Easement Agreement Amendment within ten (10) months from the effective date of the Easement Agreement Amendment;

(iv) Licensee fails to release, waive, extinguish the Disputed Lummus Island Document (as such term is defined in the Easement Agreement Amendment) in accordance with terms of the Easement Agreement Amendment and within the time period set forth in the Easement Agreement Amendment;

(v) Licensee fails to release, waive, extinguish the Disputed By-Pass Document (as such term is defined in the Easement Agreement Amendment) in accordance with terms of the Easement Agreement Amendment; and

(vi) Licensee fails to timely remove and relocate, at its sole cost and expense, the existing Licensee transmission line and associated conduits and materials identified in Section 5 of the Easement Agreement Amendment and within the time period set forth therein.

5. **Exclusive Use of Licensed Premises.** This License does not expressly or implicitly preclude the County from issuing or authorizing other permits, uses, licenses, or lease or other agreements, or granting any interest to any other person or entity, in connection with any property, facility, or use outside of the Licensed Premises; nor does this License in any way affect, limit or impair the right of the County to occupy, use or build upon, or to allow others to occupy, use, or build upon, any Port lands (upland or submerged), facilities, or property above, below, outside, or adjacent to the Licensed Premises. Notwithstanding the foregoing, Licensee's right to use and occupy the Licensed Premises for the limited uses permitted herein (and subject to the conditions set forth herein) are exclusive to Licensee and, except as otherwise provided herein, neither the County nor third parties may occupy or enter upon the Licensed Premises during the Term of this License without the express written consent of Licensee.

6. **Required Notice/Licensee Compliance with Applicable Laws.** The Licensee agrees to notify the Port prior to commencement of any installation contemplated by this

License. The installation and subsequent operation and maintenance of the Single 138 kV Transmission Line shall comply with all applicable laws and permits and be at Licensee's sole cost and expense.

7. **Open Cutting and Surface Excavation Prohibited.** This License is granted upon the express condition that the Licensee will construct and install the Single 138 kV Transmission Line within the Licensed Premises, but at an elevation no higher than -145 feet NGVD (no higher than -143 feet NGVD for that portion of such single line's prime conduit to be located under Port submerged lands within the Vertical Limit Exception Area), using underground directional bore technology. For avoidance of doubt, Licensee is prohibited from itself or through contractors (of any tier) undertaking any open cutting or excavation on Port property, or from the surface of Port property, in connection with the construction, installation, maintenance, operation, inspection, rehabilitation or replacement of the Single 138 kV Transmission Line under this License. Licensee further acknowledges and agrees that it may not at any time access or attempt to access any portion of the Licensed Premises from the surface of any Port property, or from any subsurface Port property above -145 feet NGVD (or above -143 feet NGVD to the extent such subsurface Port property is submerged on the Effective Date). In addition, Licensee shall provide Licensor, prior to the start of drilling, with copies of all transmission line installation related permits and permit applications, as well as any existing or available material safety data sheets for all drilling mud, drilling fluids, and any other chemicals to be used during any portion of the drilling for or installation of the Single 138 kV Transmission Line within the Licensed Premises. Without derogating from the foregoing prohibitions, Licensee shall at its sole cost and expense repair any damage (i) to any Port property, facilities, structures, channels, berths, utilities, and equipment and (ii) to any third-party on-Port facilities, structures, channels or berths, utilities, and equipment, caused by Licensee or its employees, agents, consultants, contractors, or subcontractors (of any tier), except to the extent caused by the Licensor's negligence within the Licensed Premises.

8. **License Not Assignable without County's Express Written Consent.** Licensee is not entitled to assign this License except upon written request on the part of Licensee to the County and only with the prior written consent of the County which consent shall not be unreasonably withheld, conditioned, or delayed.

9. **Use of License Premises by Third Party:** This License authorizes Licensee's, including its employees and contractors, use of the License Premises solely as contemplated herein, and any use of the License Premises by any other person, entity, or other third party, regardless of the duration of such use, is not authorized hereby unless otherwise authorized by the County or Port.

10. **Prohibition Against Impairing or Interfering with Seaport Purposes, Operations, Facilities or Structures.** The Licensee expressly agrees for itself, its successors, and assigns (if permitted hereunder), to avoid and prevent any use of the Licensed Premises that would interfere with, impair, or adversely affect (i) the current or future uses, purposes, operations or maintenance of the Port located outside of the Licensed Premises, or (ii) any current or future Port facility, structure, building, channel, turning basin, berthing area, cruise or cargo terminal, wharf, bulkhead, utility, roadway, or equipment located outside the Licensed

Premises, or any improvements thereto or expansions or modifications thereof, or which would constitute a Port hazard outside the Licensed Premises.

11. **County's Retained Uses of and Rights to Licensed Premises.** Notwithstanding and prevailing over any contrary term or implication contained in this License, and in addition to the County's other rights and reservations set forth herein, the County fully reserves and retains all of its proprietary and other rights to use, enter upon, occupy, excavate and/or construct above, below, or outside the Licensed Premises, and to authorize third parties to do same, for such purposes as the County deems appropriate in the exercise of the County's sole discretion. For avoidance of doubt, the parties acknowledge and agree that the Licensed Premises are vertically and horizontally limited as set forth herein, with an initial maximum upward vertical limit of -130' NGVD (with an initial maximum upward vertical limit -128 feet NGVD for the portions of the Single 138 kV Transmission Line's primary conduit located under Port lands within the Vertical Limit Exception Area) and an initial lower vertical limit of -175 feet NGVD, within a thirty (30) foot wide subsurface corridor identified in Exhibit A (the location of which thirty (30) foot wide corridor is subject to potential shift as set forth in and limited by subsection 2(iii) hereof), and that this License neither contains nor conveys to Licensee any occupancy, usage or other rights or interests of any kind, nor imposes any use, building or other restrictions on County or third parties, above, below, or outside of the Licensed Premises. Notwithstanding the foregoing, the above-referenced upper and lower vertical bounds of the Licensed Premises shall automatically constrict upon the installation or activation of the Single 138 kV Transmission Line as provided in Section 2 hereof.

12. **Precedence of County Retained Rights and Police Powers, and of Existing Deed Restrictions.** Licensee acknowledges and accepts that certain County owned Port lands were conveyed to the County (or prior owner) with certain land use restrictions and/or covenants, including, without limitation, that the lands and submerged lands conveyed were to be used only for a public, port, and seaport purpose (collectively, "**Port Deed Restrictions**"). Licensee further acknowledges and agrees that the Port is surrounded by federal navigable waterways and channels and adjoining uplands that are, or may be, subject to federal authority and jurisdictions, and to federal statutory and other restrictions, including, without limitation, federal navigational servitude (collectively, "**Federal Navigational Servitude**"), which cannot be waived by the County. Licensee further acknowledges, accepts, and agrees that the County in granting the subject License in accordance with the requirements, conditions, and limitations enumerated herein, expressly retains numerous County rights and privileges, including, without limitation, all of the County's sovereign immunity, sovereign rights, and police powers, and all other rights and privileges expressly retained by the County under the terms hereof, the public trust doctrine, or otherwise under statutory or common law (collectively, the "**County Retained Rights and Police Powers**"). Notwithstanding and prevailing over any contrary term or implication contained herein, this License and any and all contract rights conveyed by or arising therefrom shall be subject to and limited by (i) the Port Deed Restrictions, (ii) the Federal Navigational Servitude, and (iii) the County Retained Rights and Police Powers. In the event any conflict arises between any purported contract or other right or interest conveyed to Licensee by or through this License and the Port Deed Restrictions, the Federal Navigational Servitude, or the County Retained Rights and Police Powers, or any combination of these three, the limitations, restrictions, and retained rights in or arising from the latter three shall prevail and control.

13. **Licensee Duty to Design, Construct, and Place Single 138 kV Line at Depth and in Manner to Avoid Conflicts with or Impairments to Current and Future Seaport Uses, Operations, Structures, and Facilities.** With respect to any equipment or facilities to be placed or located within the Licensed Premises under this License, excepting only facilities that the County may install within the Licensed Premises with Licensee's prior written consent (if any), Licensee shall design, construct, and place same in a manner, and at a sufficient depth, to avoid and prevent impairments to or interference with existing and future on-Port uses, facilities, structures, foundations, channels and berths, utilities, equipment and projects located outside of the Licensed Premises. To minimize the chance of conflicts or impairments with current or future Port uses, facilities or structures, Licensee is prohibited from placing, constructing, installing, or operating, or permitting any Licensee contractor (of any tier) to place, construct, install, or operate, any lines, conduits, equipment, structures, or other facilities at an elevation above -145' NGVD within the Licensed Premises or above -143 feet NGVD for that portion of the Licensed Premises located under Port submerged lands within the Vertical Limit Exception Area. In addition, and without derogating any other requirements imposed on Licensee herein, Licensee shall use its diligent efforts to ensure that the Single 138 kV Transmission Line is installed as close as practicable within the center of the horizontal limits identified in Exhibit A and at an elevation no higher than -145' NGVD (and no higher than -143 feet NGVD with respect to Port lands within the Vertical Limit Exception Area). In the event it is reasonably determined by the Port engineer or his or her designee, or by Licensee, or both, that any structure, transmission line, conduit, equipment or facility installed or constructed or proposed to be installed or constructed within the Licensed Premises, excepting only facilities that the County may install within the Licensed Premises with Licensee's prior written consent (if any), impairs, precludes, or unreasonably interferes with any current or future Port facility, operation, channel, berth, turning basin, building, structure, foundation, utility or equipment, or any actual or proposed expansion or modification thereof or improvement thereto, either (1) existing, or the construction of which had commenced, as of or prior to the Effective Date of this License, or (2) constructed, occurring, or proposed outside, below, or above the Licensed Premises on or after the Effective Date of this License (individually or collectively, a "**Licensee Interference**"), then Licensee shall, at its sole cost and expense, promptly deepen, strengthen, improve or protect, relocate, remove (subject to the potential Conditional Cut and Cap Removal Option set forth below, if applicable), and/or otherwise modify its lines, conduits, and facilities installed under this License to remove or resolve all such Licensee Interference(s), to the reasonable satisfaction of the Port Director or his or her designee, as soon as is reasonably practicable upon receipt of written notice thereof, but in no event later than thirty-six (36) months from Licensee's receipt of said written notice from Licensor.

Without derogating the foregoing, the County may consider Licensee suggestions regarding potential design or operational changes to proposed on-Port improvements and/or operations, with which all or portions of Licensee's Single 138 kV Transmission Line interferes or conflicts, which would or could eliminate or substantially reduce the above-referenced Licensee Interference to the satisfaction of the Port Director. If the Port Director determines, in the exercise of his or her sole discretion, that such suggested design and/or Port operation modifications, or derivations of same, would eliminate the Licensee Interference to the Port's satisfaction, then the Port Director or his or her designee may attempt to negotiate a mutually

acceptable Licensee Interference mitigation agreement with Licensee that would provide, among other things, that the incremental additional design, construction, and other additional costs arising from such modifications would be paid by Licensee, and which agreement, as to the County, would be subject to the approval of the County Mayor and Board of County Commissioners. Such potential Licensee Interference mitigation agreement would also, among other things, be intended to generally describe the scope of the mitigation modifications agreed to by the County, the scope and/or amount of the incremental additional design, construction, and other additional costs arising from said modifications that Licensee agrees to pay the County and the terms of such payment, and provide for the rescission or the conditional rescission of the County's prior notice of Licensee Interference. In the event Licensor and Licensee fail to reach and execute a mutually acceptable written Licensee Interference mitigation agreement rescinding or conditionally rescinding the County's previously issued notice of Licensor Interference, regardless of cause, then such prior notice of Licensee Interference shall remain in place, as shall all Licensee obligations set forth herein relating to or arising from a Licensee Interference or a County issued written notice of same. For avoidance of doubt, the up to thirty-six (36) month period that Licensee has to remove any noticed Licensee Interference (or shorter period to the extent reasonably practicable), which period begins to run upon Licensee's receipt of said notice, shall not be abated by or during any period when the parties hereto may be attempting to negotiate and execute a mutually acceptable Licensee Interference mitigation agreement.

To the extent Licensee, at its sole cost, timely and fully removes or resolves the Licensee Interference(s) to the reasonable satisfaction of the Port Director or his or her designee, such that there are no longer any Port impairments outside the Licensed Premises, and to the extent permitted by then-applicable law and permit conditions and requirements, following Licensee's de-energization of the Single 138 kV Transmission Line, Licensee shall at its cost, in lieu of a complete removal of the Single 138 kV Transmission Line, remove all lines from the prime conduit and sub-conduits thereof and cut and cap both ends of the line's prime conduit and all associated sub-conduits in accordance with then-applicable law and permit requirements, including, without limitation, in compliance with all then-applicable utility decommissioning and/or abandonment requirements and conditions (upon satisfaction of all above set forth conditions, the "**Conditional Cut and Cap Removal Option**"). Notwithstanding the terms of the preceding sentence, if removal of the Single 138 kV Transmission Line is required by then-applicable law or permit conditions or requirements, in connection with Licensee's removal or cure of any Licensee Interference, then, in such event, Licensee shall comply with all such requirements at Licensee's sole cost.

In addition to any right or remedy County may have, failure on the part of Licensee to completely remove said Licensee Interference(s) within the time period and in accordance with the other requirements specified above, shall result in the County's entitlement to seek injunctive relief requiring the removal of said Licensee Interference(s).

14. **Relocation.** In the event that pursuant to the terms of Section 13 hereof, Licensee is required to relocate, remove (subject to the Conditional Cut and Cap Removal Option set forth in Section 13), deepen or otherwise modify all or a portion of the Single 138 kV Transmission Line to remove or resolve any Licensee Interference, such relocation, removal, deepening, or modification (as applicable) shall be completed by the Licensee, at Licensee's sole cost and

expense, as soon as reasonably practicable but in no event later than thirty-six (36) months from receipt of the aforementioned written notice from Licensor. Upon the completion of the relocation, removal, deepening or modification of the Single 138 kV Transmission Line and other facilities (if any) under this paragraph, this License shall thereupon be terminated and be of no further force and effect, and the Licensor shall grant a substitute license to Licensee for the relocated Single 138 kV Transmission line provided and to the extent that the Single 138 kV Transmission Line may, in the opinion of the Port Engineer, be partially or fully relocated to a deeper portion of the Licenses Premises within the original horizontal limits thereof, if available, and if said deeper location would not impair, preclude, or interfere with then-current or future Port operations, dredging, structures, channels, berths, turning basins, or other facilities, on terms and conditions that the parties may agree upon. Notwithstanding the foregoing, in the event Licensee timely and fully removes or resolves the noticed impairment and/or interference, at Licensee's cost, to the reasonable satisfaction of the Port Director, without having to relocate or remove the Single 138 kV Transmission Line and other facilities (if applicable) from the Licensed Premises, then, in such event, this License may continue in accordance with its terms. Licensee's obligations under Sections 13 and 14 of this License shall survive the expiration or earlier termination of this License.

15. **This section intentionally deleted.**

16. **Payment and Performance Bond:** With respect to the Licensed Premises, at least ten (10) days before Licensee commences any construction work within the Licensed Premises, Licensee shall execute, deliver to the County and record in the public records of the County, one or more payment and performance bonds equal to the total cost of construction contracts within the Licensed Premises. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Licensee beneficiaries thereof, as joint obligees. Licensee shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("**Encumbrances**"), to be placed on, or to cloud title of, County's fee simple interest in the Licensed Premises or any other on-Port County property and shall indemnify County for any costs, expenses, or damages County incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the County's fee simple interest in the Licensed Premises or any other on-Port County property within thirty (30) days after Licensee receives written notice from County demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed an event of default hereunder. Licensee shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Licensee has been given actual notice.

17. **As-Built Plans:** Upon completion of the construction and installation of the Single 138 kV Transmission Line, Licensee shall provide to the Port Engineer "as-built" plans therefor, along with "as-built" plans for any other Licensee improvements within the Licensed Premises that the County may expressly permit in writing (if any) under this License, in both cases signed and sealed by a professional engineer or a professional land surveyor and mapper licensed in the State of Florida, which shall, upon review and comment by the County, and subject to the County's approval for conformance with horizontal and vertical limits set forth in

this License, be incorporated into this License as Exhibit B. Under no circumstances may future Exhibit B alter or modify the -130 feet NGVD vertical ceiling, the -128 feet NGVD vertical ceiling applicable to the portion of the Licensed Premises located under Port submerged lands within the Vertical Limit Exception Area, or the -175 feet NGVD vertical floor of the Licensed Premises (as such vertical ceilings may further narrow as provided in Section 2 of this License). In accordance with subsection 2(iii) of this License, Exhibit B shall also identify the *in situ* center line of the installed prime conduit of the Single 138 kV Transmission Line and also identify and include two horizontal lines running parallel thereto: one at a distance of fifteen (15) feet west of said center line and the other at a distance of fifteen (15) feet east of said center line; provided, however, that in no event may the western parallel line be more than ten (10) feet west of the original western horizontal limit of the Licensed Premises shown in the original Exhibit A and, similarly, in no event may the eastern parallel line be more than ten (10) feet east of the original eastern horizontal limit of the Licensed Premises shown in the original Exhibit A, and further, in no event may the width of the Licensed Premises ever exceed thirty (30) feet at any point. Once the Single 138kV Transmission Line is installed, the Licensed Premises shall thereafter be deemed to have a lower vertical limit, or floor, which lower limit shall be fifteen (15) feet below the *in situ* elevation of the center line of the Single 138kV Transmission Line's prime conduit (installed in compliance with the terms hereof) as such *in situ* installed center line elevation is shown on the above-referenced "as-built" plans, but in no event lower than -175 feet NGVD. Within thirty (30) calendar days of the as-builts being submitted by Licensee to Licensor pursuant to the terms of this Section 17, a supplemental signed and sealed elevation to Exhibit A shall be prepared to precisely identify and delineate the exact limits to the Licensed Premises. Once such supplemental elevation is approved by respective engineering or surveyor representatives of both Licensor and Licensee, it shall be attached to and become part of Exhibit A hereto. The "as built" plans shall be submitted by Licensee to Licensor, without charge, in the following manner and within thirty (30) calendar days of the completion of the Single 138 kV Transmission Line:

(a) One (1) electronic copy in pdf format (electronically signed and sealed as required above); and

(b) One (1) electronic copy in AutoCAD.

18. **No Property Rights.** Notwithstanding and prevailing over any contrary term or implication contained herein, this License does not, and is not intended to, convey any right or interest in property. This License is only a license for permissive use and does not grant Licensee any legal right, title, tenancy, easement, or leasehold interest whatsoever of real property, nor shall the County be required to maintain any of its property any longer than, or in any other fashion, than in the County's judgment, its own business or needs may require. As this License conveys no interest in property, it may not be recorded in the public record and any attempt to so record this License shall be deemed void *ab initio*.

19. **Prohibition Against Liens.** Licensee is prohibited from placing a lien or allowing the placement of liens on County property. This prohibition shall be included on all contractor, subcontractor, and supply contracts of Licensee or which relate to any line or conduit that Licensee seeks to construct or install within any portion of the Licensed Premises.

20. **Prohibited Uses:** The Licensed Premises shall not be used for any the following:

(i) any unlawful or illegal business, use or purpose, or for any other uses or purposes which is/are, based on the County's good faith and reasonable determination, hazardous, or constitute a nuisance of any kind (public or private), or which constitute or create an unreasonable impairment to or interference with current or future Port operations or facilities located outside or above the Licensed Premises, or with any of the County's riparian rights;

(ii) any purpose which violates Licensee's Certificate of Occupancy (or other similar approvals or permits of applicable governmental authorities as may be required);

(iii) any use or activity which is in violation of Chapter 28A of the Miami-Dade County Code;

(iv) any use not specifically authorized in Section 2 of this License; or

(v) any use or activity which violates any applicable law or permit.

21. **Indemnification.** The Licensee shall indemnify and save the Licensor harmless from any and all claims, liability, losses and causes of actions which may arise, in whole or in part, out of the granting of this License to the Licensee, out of the failure of Licensee or any Licensee employee, agent or contractor (of any tier) to comply with any term, condition, restriction or obligation set forth herein, or out of the use or activities of the Licensee or its employees or contractors (of any tier) under this License, except to the limited extent such claim, liability, loss or cause of action is caused by the negligence of the Licensor and/or its employees. The Licensee shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the Licensor, when applicable, including appellate proceedings, and shall pay all costs, judgments and attorney fees and costs which may issue thereon or arise therefrom. Licensee's indemnification, hold harmless and duty to defend obligations hereunder shall survive the expiration or earlier termination of this License.

22. **Environmental Responsibility.** The County and Licensee acknowledge their mutual belief that the deep subsurface location of the Licensed Premises below -128 feet NGVD has not previously been occupied by utilities, or other structures. Licensee shall be fully responsible for any contamination of, on, or from the Licensed Premises caused or contributed to by Licensee or any Licensee employee, agent, invitee, contractor, or subcontractor (of any tier) (individually or collectively, a "**Licensee Entity**"), including, without limitation, for the prompt environmental assessment and remediation of such contamination at Licensee's cost if and when required by Miami-Dade County Department of Regulatory Economic Resources, Environmental Resources Management (or its successor department, division or agency), the Florida Department of Environmental Protection, or the U.S. Environmental Protection Agency, or either's successor agency, or any other governmental agency having environmental law enforcement jurisdiction over all or any portion of the Licensed Premises or other impacted Port lands (hereafter, individually or collectively, "**Environmental Agency**"), including, without limitation, for any constituent detected in the groundwater above regulatory limits or other

constituent exceedances above permitted levels. Licensee's foregoing environmental obligations are without prejudice to either party's respective potential rights to seek contribution from potentially responsible third parties. Licensee's environmental obligations hereunder shall survive the expiration or earlier termination of this License. For avoidance of doubt, Licensee's foregoing duties to remediate include, without limitation, Licensee's duty to timely pay any fines or penalties that may be imposed on Licensee by any Environmental Agency in connection with contamination of, on, or from the Licensed Premises. Licensee's environmental obligations hereunder shall also survive and continue to apply to any Licensee or former Licensee lines, conduits, pipes, materials, or equipment left or remaining on or within any portion of the Licensed Premises or any other Port property or submerged lands.

23. **County's Rights as Sovereign.** It is expressly understood that notwithstanding any provision of this License and County's status hereunder:

(i) The County retains all of its sovereign prerogatives and rights as a county under State of Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for buildings, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of any improvements provided for or contemplated in this License; and

(ii) The County is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of any improvements provided for or contemplated in this License.

24. **Licensee's Obligations.** The County's approval of any of Licensee's proposed construction plans or alignments shall not relieve Licensee of its obligations under law to file such plans with any department of the County or any other governmental authority having jurisdiction over the issuance of building or any other permits required by law and to take such steps as are necessary to obtain the issuance of such permits. Licensee acknowledges that any approval given by the County, acting as Licensor hereunder, shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or in compliance with any applicable laws, permits, or codes or other applicable regulations, and no such approval shall impose any liability upon the County as Licensor hereunder.

25. **Existing Deed Restrictions and Agreements.** By acceptance of this License, the Licensee agrees to the terms, restrictions, reservations, and conditions stated herein and further agrees to be bound by and subject to the terms and conditions of those documents by which Licensor acquired the Port property associated with this License and the terms, conditions and restrictions contained in any agreements between Licensor and the Federal Government or other third parties relating to Port property associated with this License.

26. **Notice.** All notices required or permitted to be given under the terms and provisions of this License shall be in writing and shall be faxed, or hand delivered, emailed (with return receipt requested) or sent by nationally recognized overnight delivery service, to the parties as follows:

As to the Licensor:

Miami-Dade County
Port Director
1015 North America Way, 2d Floor
Miami, Florida 33132

With copy to:

Miami-Dade County
County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attention: Steven B. Bass

As to the Licensee:

Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, Florida 33408

With copy to:

Florida Power & Light Company
General Counsel
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Seth S. Sheitelman, Esq.

or to such other address as may hereafter be provided by the parties in writing. Notices by nationally recognized overnight delivery service or hand delivery shall be deemed given upon receipt or refusal of delivery.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the County and Licensee have each caused this License to be executed by their duly authorized representatives all on the day and year first hereinabove written after approval by the Miami-Dade County Board of County Commissioners.

LICENSOR:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:
Harvey Ruvin, Clerk

By: _____
Deputy Clerk

By: _____
(signature)
For: County Mayor

Date Executed: _____

Approved by the County's Attorney's Office as to form and legal sufficiency

Witnesses



Print Name: Sara S. Sibson



Print Name: SETH SHEITELMAN

LICENSEE:

FLORIDA POWER & LIGHT COMPANY, a Florida corporation

By: 

Name: Matthew Barrows

Title: Senior Director of Corporate Real Estate

Date executed: March 30, 2022

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME by means of physical presence or online notarization, the undersigned authority, personally appeared Matthew Barrows, as Senior Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, who acknowledged before me that s/he executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal this 30 day of March, 2022.



NOTARY PUBLIC

My Commission Expires



Exhibit A

Licensed Premises, Single 138 kV Transmission Line

SKETCH AND DESCRIPTION
**FPL 30 FOOT TRANSMISSION LICENSE
 THROUGH CERTAIN VERTICALLY
 LIMITED PORT OF MIAMI LANDS**

EXHIBIT A
 Licensed Premises

LEGAL DESCRIPTION

ALL THAT AREA WHICH LIES BELOW THE ELEVATIONS SHOWN ON ATTACHED SHEETS 2-3 HEREOF, AS ESTABLISHED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29), AND WHICH IS ENCOMPASSED WITHIN THE FOLLOWING HORIZONTAL LIMITS BELOW -130 FEET NGVD 29 (BELOW -128 FEET NGVD FOR THE PORTION OF THE BELOW-DESCRIBED AREA BETWEEN STATION 79+53.03 AND STATION 80+72.84 FROM THE CENTERLINE ALIGNMENT OF SAID 30 FOOT WIDE TRANSMISSION LICENSE, 15 FEET ON EITHER SIDE OF ALIGNMENT) (THE "VERTICAL LIMIT EXCEPTION AREA") AND NO LOWER THAN -175 FEET NGVD.

A PORTION OF THE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10754 PAGE 1976 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10798 PAGE 18231 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THE LANDS AS DESCRIBED AND RECORDED IN DEED BOOK 2454 PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE FROM THE SOUTHEASTERN MOST PORTION OF DODGE ISLAND A BRASS DISK SET 5 FEET NORTH OF SEAWALL EDGE STAMPED "JV1" SET BY MIAMI DADE COUNTY, FLORIDA, NOTED IN FIELD BOOK 2947 PAGE 23, THENCE SOUTH A BEARING OF S00°00'00"E, A DISTANCE OF 524.09 FEET TO SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10754 PAGE 1976 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S88°09'48"W, A DISTANCE OF 953.86 FEET; THENCE S00°37'20"W, A DISTANCE OF 125.00 FEET; THENCE N89°22'40"W, A DISTANCE OF 19.69 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE, A BEARING OF N89°22'40"W, A DISTANCE OF 30.60 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 4785.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'07", AN ARC DISTANCE OF 1698.27 FEET; THENCE CONTINUE N08°19'29"W FOR A DISTANCE OF 119.81 FEET; THENCE CONTINUE S64°54'15"E FOR A DISTANCE OF 35.94 FEET; THENCE CONTINUE S08°19'29"E FOR A DISTANCE OF 119.81 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 4815.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°44'54", AN ARC DISTANCE OF 1575.56 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10754 PAGE 1976 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S88°09'48"W FOR A DISTANCE OF 3.64 FEET; THENCE CONTINUE S00°37'20"W FOR A DISTANCE OF 20.63 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 4815.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'50", AN ARC DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS ±1.27 ACRES (55221.53 SQ. FT.)

LEGAL DESCRIPTION (1 OF 2)

SHEET 1 OF 3

<p>PREPARED FOR: Florida Power & Light Company</p> <p>DATE: JANUARY 13, 2022 SCALE: 1:300</p> <p>PROJECT #: 20-0004.001</p> <p>DESIGN: MLD CHECKED: JMF</p>	 <p>JOHN M. FLOYD PROFESSIONAL SURVEYOR AND MAPPER LS-7098 STATE OF FLORIDA</p> <p>DATE: 01/13/22</p>	 <p>Phone: (407) 896-0594 CERTIFICATE OF AUTHORIZATION #2648 941 Lake Baldwin Lane - Orlando, Florida 32814</p>
--	--	--

SKETCH AND DESCRIPTION
**FPL 30 FOOT TRANSMISSION LICENSE
 THROUGH CERTAIN VERTICALLY
 LIMITED PORT OF MIAMI LANDS**

EXHIBIT A
 Licensed Premises

LEGAL DESCRIPTION

THE LICENSE FOR THE PROPOSED TRANSMISSION LINE ACROSS THE ENTIRETY OF THE PORT LANDS IS VERTICALLY LIMITED TO NO HIGHER THAN -130 FEET NGVD 29, WITH THE EXCEPTION OF THE "VERTICAL LIMIT EXCEPTION AREA", WHICH IS VERTICALLY LIMITED TO NO HIGHER THAN -128 FEET NGVD BETWEEN STATION 79+53.03 AND STATION 80+72.84 FROM THE CENTERLINE ALIGNMENT OF SAID 30 FOOT WIDE TRANSMISSION LICENSE, 15 FEET ON EITHER SIDE OF ALIGNMENT) AND NO LOWER THAN -175 FEET NGVD.

GENERAL NOTES


1. THIS SURVEY WORK PRODUCT CONSISTING OF SHEETS 1 THROUGH 3 IS A SKETCH AND DESCRIPTION PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17.052(6) AND IS NOT A SURVEY.
2. ALL BEARINGS SHOWN IN THE ABOVE DESCRIBED LEGAL DESCRIPTION ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, EAST ZONE, STATE OF FLORIDA, NAD 1983/2011.
3. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND OF ABBREVIATIONS

Δ = CENTRAL ANGLE	P.B. = PLAT BOOK
D.C.R. = DADE COUNTY RECORDS	PG = PAGE
LB = LICENSED BUSINESS	PSM = PROFESSIONAL SURVEYOR AND MAPPER
(D) = DEED	R/W = RIGHT OF WAY
⊕ = CENTERLINE	R = RADIUS
	O.R.B. = OFFICIAL RECORD BOOK

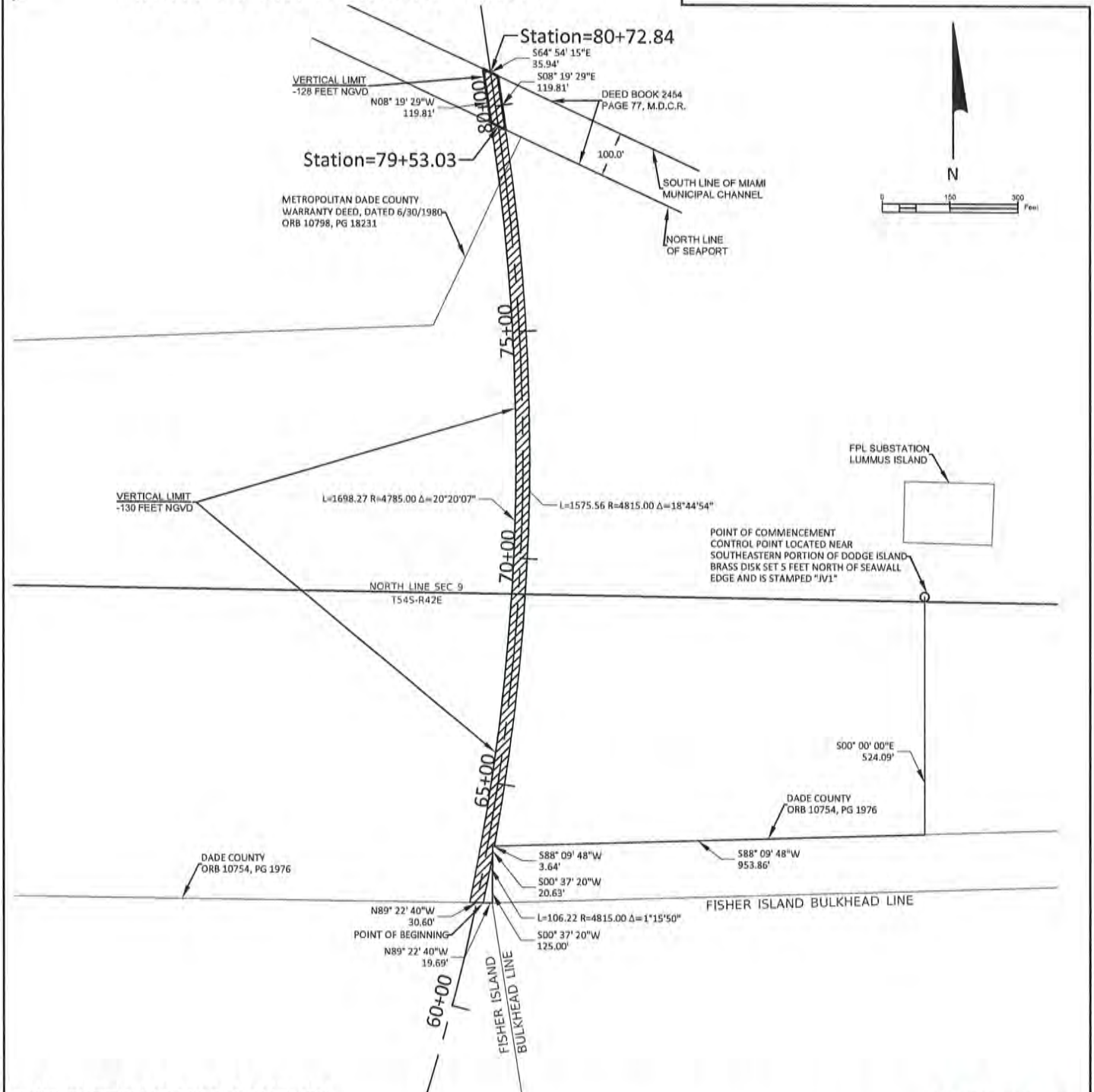
LEGAL DESCRIPTION (2 OF 2)

SHEET 2 OF 3

PREPARED FOR: Florida Power & Light Company DATE: JANUARY 13, 2022 SCALE: 1:300 PROJECT #: 20-0004.001 DESIGN: MLD CHECKED: JMF	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">02/18/22</td> <td>Revised north line bearing to match existing survey and revised vertical easement language per county comments.</td> </tr> <tr> <td>03/03/22</td> <td>Revised square footage.</td> </tr> <tr> <td>03/14/22</td> <td>Revised legal description and sketch to include "Vertical limit exception area."</td> </tr> <tr> <td style="text-align: center;">DATE</td> <td style="text-align: center;">REVISIONS</td> </tr> </table>	02/18/22	Revised north line bearing to match existing survey and revised vertical easement language per county comments.	03/03/22	Revised square footage.	03/14/22	Revised legal description and sketch to include "Vertical limit exception area."	DATE	REVISIONS	 <p>Phone: (407) 896-0594 CERTIFICATE OF AUTHORIZATION #2648 941 Lake Baldwin Lane - Orlando, Florida 32814</p>
02/18/22	Revised north line bearing to match existing survey and revised vertical easement language per county comments.									
03/03/22	Revised square footage.									
03/14/22	Revised legal description and sketch to include "Vertical limit exception area."									
DATE	REVISIONS									

SKETCH AND DESCRIPTION
 FPL 30 FOOT TRANSMISSION LICENSE
 THROUGH CERTAIN VERTICALLY
 LIMITED PORT OF MIAMI LANDS

EXHIBIT A
 Licensed Premises



THIS SKETCH IS NOT A SURVEY

SHEET 3 OF 3


PREPARED FOR: Florida Power & Light Company DATE: JANUARY 13, 2022 SCALE: 1:300 PROJECT #: 20-0004.001 DESIGN: MLD CHECKED: JMF	03/15/22	Revised legal description per counties comments and added stationing to sketch.	 Phone: (407) 896-0594 CERTIFICATE OF AUTHORIZATION #2648 941 Lake Baldwin Lane - Orlando, Florida 32814
	03/21/22	Revised sketch and description per county's comments.	
	DATE	REVISIONS	

Exhibit B

As-Built Plans