

FPL Riviera Beach Energy Center Modification “A”

SFWMD Supplemental Recommended Certification Conditions

D. Natural Gas Pipeline Conditions

1. Water Use Conditions

- a. The Licensee is authorized to withdraw water from the SFWMD’s C-17 Canal for hydrostatic testing of the completed pipeline. The test water shall be returned to the C-17 Canal upon completion of the testing program. The temporary withdrawal of the hydrostatic testing water is considered to be incidental to the pipeline construction and meets the criteria for a No-Notice Short-Term Dewatering General Water Use Permit, pursuant to Rule 40E-20.302(3), F.A.C.
- b. The Licensee is authorized to withdraw a maximum of 2.125 MG of water from the SFWMD’s C-17 Canal as make-up water to support the horizontal directional drill activities associated with the proposed subaqueous crossing of the C-17 Canal. The temporary withdrawal of the horizontal drill make-up water is considered to be incidental to the pipeline construction and meets the criteria for issuance of a Standard General Water Use Permit, pursuant to Rule 40E-20.301, F.A.C.

2. Right Of Way Conditions

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

a. GENERAL CONDITIONS

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

- (2) At least ninety (90) days prior to the commencement of construction of the pipeline, the Licensee shall provide the SFWMD with the final proposed pipeline right-of-way location within the SFWMD's C-17 Canal right-of-way.
- (3) At least ninety (90) days prior to the commencement of construction of any portion of the pipeline with the SFWMD's C-17 Canal right-of-way, or any use of SFWMD right-of-way related to construction of the pipeline, the Licensee shall submit complete scaled or fully-dimensioned 8½" X 11" drawings and engineering specifications to the SFWMD showing the proposed facilities for a determination of compliance with the requirements of Chapter 40E-6, F.A.C. The drawings shall depict the proposed facilities and uses in both plan and profile views and shall show, at a minimum, the following:
 - (a) The proposed location of the facilities in relation to a section line, major road or other prominent well-known landmark by which the facility may be located in the field;
 - (b) The canal right-of-way lines;
 - (c) The top of the canal bank and its elevation (all elevations to be NGVD 1929 Datum);
 - (d) A cross-section of the canal taken at the location of the center line of the inlet structures showing the location of the inlet structures and their intake channel in relation to the existing canal section;
 - (e) Erosion control methods and techniques; and
 - (f) Any other pertinent structures or uses.
- (4) Within thirty (60) days of completion of the installation of the authorized facilities, the Licensee shall provide the SFWMD with as-built drawings signed and sealed by a Florida professional engineer verifying that the authorized facility was constructed in accordance with the post-Certification design plans previously approved by the SFWMD. As-built drawings shall include the canal design section in relation to the burial depth of the subaqueous crossing. Soundings are to be taken at a maximum of 10 foot intervals, from top of bank to top of bank and tied into the canal right-of-way lines and plotted on standard 10 x 10 cross-section paper or a similar cad drawing. The SFWMD's right-of-way lines, a north arrow, and the design canal section shall be superimposed. Mean Sea Level (MSL) or National Geodetic Vertical Datum (NGVD 1929) will be used as datum and English or a combination of English and equivalent metric units of measure employed.

b. SUBAQUEOUS PIPELINE INSTALLATION CONDITIONS

- (1) The authorized installation shall be laid to an elevation which is adequate to provide a minimum of 36 inches of cover below the existing canal section or ultimate canal design section, whichever is deeper. The design section for the C-17 Canal at the proposed crossing location is a canal bottom width of

20' at elevation 0.3' NGVD/MSL, with 2 horizontal to 1 vertical side slopes. The berm width is 25' wide at elevation 14.5' (east) and elevation 14.0' (west).

- (2) Backfilling of trenches that cross or otherwise impact the SFWMD's rights-of-way shall be compacted to 95% American Society of Testing Materials (ASTM) D698 standards. The Licensee shall provide the SFWMD with a report prepared by a professional engineer licensed in the state of Florida in which the engineer certifies that the required density has been achieved. Other trenching shall be backfilled in a manner so that compaction levels of the disturbed areas meet or exceed the compaction levels of adjacent undisturbed areas. Any area that exhibits subsidence shall be appropriately filled so no ponding occurs over the pipeline trench. The Licensee is responsible for restoring areas degraded by the authorized use to meet the SFWMD's required levee or berm design elevation based on pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs.
- (3) The Licensee shall restore the canal right-of-way to pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction including, but not limited to, replacement of sod in previously sodded areas. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs. If installation of the pipeline interferes or conflicts with an existing SFWMD facility, the Licensee shall modify the pipeline alignment to avoid said facility or modify installation so as to meet the SFWMD's requirements.
- (4) The Licensee is responsible for identification of potential conflicts with existing facilities permitted by the SFWMD and for coordinating relocation of previously permitted facilities, as required, including obtaining the necessary right-of-way occupancy permit modifications for those previously permitted facilities.
- (5) All work associated with the authorized installation within the SFWMD's C-17 Canal right-of-way shall be performed within a 100-foot wide work corridor centered on the installation alignment until such time as detailed engineering and subsurface testing is complete, upon which said 100-foot wide work corridor shall be narrowed to a 50-foot wide work corridor centered on the installation alignment.
- (6) The portion of the authorized facilities crossing the SFWMD's rights-of-way must provide a minimum of 3' of cover below the existing ground elevation or the design berm elevation, whichever is lower. Vaults and manholes, if

applicable, shall be installed so the top of the facility is set flush with the existing ground and in such a manner so as to withstand the weight of the SFWMD's heavy maintenance equipment and vehicles.

- (7) The Licensee shall adequately identify the location of the crossing with a permanent type, above-ground, marker placed within the SFWMD's right-of-way at location(s) specified by the SFWMD's field representative.
- (8) At no time shall the C-17 Canal be blocked or flows otherwise restricted or impeded. This shall include a prohibition on dams or fills being placed in the C-17 Canal during all phases of construction and maintenance.
- (9) The Licensee and its authorized representatives and contractors shall only have the right to utilize the SFWMD's right-of-way for the pipeline and for those activities, uses and purposes specifically Certified. All other activities, uses and purposes on the SFWMD's right-of-way by Licensee not specifically Certified are prohibited. Furthermore, the Licensee shall not have the right to authorize any other person or entity to utilize the SFWMD's right-of-way for any activity, use, or purpose without the prior written consent of the SFWMD.
- (10) The SFWMD reserves the right of priority access in order to perform its regional water management missions and the Licensee shall not interfere with that access, particularly during emergencies. Uninterrupted SFWMD access shall be maintained at all times.
- (11) The Licensee shall be responsible for any mitigation or permitting arising from impacts to any state or federally listed threatened or endangered species on the SFWMD's right-of-way occurring from the construction or operation of the pipeline, in accordance with the terms and conditions of any State or Federal approvals, and all applicable regulatory laws, including, but not limited to Certification.
- (12) The Licensee shall be responsible for relocation of all gopher tortoises on the SFWMD's right-of-way that are impacted by the proposed construction, in accordance with the terms and conditions of any State or Federal approvals, and all applicable regulatory laws, including, but not limited to Certification.
- (13) The Licensee, its agents, employees, contractors and subcontractors shall be prohibited from removing any items of historical, architectural, archaeological, or cultural significance.
- (14) The Licensee does not have any authority to incur liens for labor or materials on the SFWMD's right-of-way. All persons contracting with the Licensee, all material, men, contractors, mechanics, and laborers are hereby charged with notice they must look to the Licensee, and to the Licensee only, to secure the

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

- (15) The SFWMD, its Governing Board members, employees, contractors, and subcontractors, are not responsible or liable for any claims by the Licensee, or any partner, parent, affiliate, or subsidiary, for damages (including special and consequential), loss, expense, or costs with respect to the pipeline or other property or improvements arising directly, indirectly, or proximately from water level fluctuations, water flows, or operations of water control structures.
- (16) If in the sole discretion of the SFWMD it becomes necessary to seek the relocation of the pipeline to accommodate the SFWMD's use of the SFWMD's right-of-way for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, preservation of wetlands, streams and lakes, and/or Comprehensive Everglades Restoration Plan (CERP) purposes (hereinafter referred to as "SFWMD Project Purposes"), the SFWMD shall provide the Licensee at least two (2) years written notice prior to commencing activity on the SFWMD's right-of-way (hereinafter referred to as the "SFWMD's Relocation Notice"). The SFWMD and the Licensee may first explore all reasonable alternatives to keep the pipeline in its current location utilizing any reasonable engineering method approved by the SFWMD and the Licensee. However, any relocation is subject to approval by all required Certifying agencies. The Licensee shall be responsible, at its sole cost and expense, for all aspects of relocation and obtaining any and all required approvals.
- (17) The Licensee shall be responsible for the increased cost that the SFWMD incurs in the event of canal widening, installation, repair, or replacement of culverts (or other SFWMD facilities) within the SFWMD's right-of-way due to the pipeline being located within the SFWMD's right-of-way. The increased cost shall be determined by the SFWMD requiring its contractor (selected as

the lowest responsive and responsible bidder) to provide the following information: an estimate based on work being performed assuming no pipeline is in place, and the accepted bid based on the work being performed with the pipeline in place. The difference between the estimate and the bid constitutes the SFWMD's increased cost. The Licensee shall pay the SFWMD's increased cost no later than thirty (30) days after receipt of written notice from the SFWMD of the amount of the increased cost, the amount of the estimate, the bid submitted by the Contractor, and the name of the contractor submitting the bid. The SFWMD shall provide the Licensee notice if its intent to solicit the aforementioned bids at least 60 days prior to requesting proposals from contractors.

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

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

c. RIGHT-OF-WAY ACCESS CONDITIONS

- (1) The Licensee shall maintain the SFWMD's right-of-way at all times in a good condition acceptable to the SFWMD.
- (2) If deemed necessary by the SFWMD, the Licensee shall construct vehicle turn-around/passing areas to meet SFWMD requirements to accommodate unimpeded continuous access by SFWMD vehicles and equipment.
- (3) Prior to any proposed post-construction use of the SFWMD's right-of-way for inspection and maintenance of the pipeline, the Licensee shall submit to the SFWMD, for review and approval, a detailed plan identifying the proposed type and number of vehicles to be used and the frequency of such use. All use of SFWMD right-of-way by the Licensee shall be in accordance with the requirements of Chapter 40E-6, F.A.C., unless otherwise authorized in this Certification.
- (4) The Licensee shall only use the access points and gates authorized by the SFWMD. Upon payment of applicable key deposit fees and submission of complete key permit applications, the SFWMD agrees to grant the Licensee the necessary key permits allowing temporary access across SFWMD roads to support the construction needs of the Licensee. The Licensee shall not utilize the SFWMD's right-of-way for the general servicing or maintenance of its construction equipment or for the storage of any contaminant, hazardous substance, fuel or other petroleum products. The Licensee shall take all necessary measures to preclude the general public from accessing those portions of the right of way under construction such as posting of designated construction zones.
- (5) Temporary access authorization is for the use of the Licensee and the Licensee's contractor(s)/sub-contractor(s) only.
- (6) The Licensee is responsible for providing and utilizing reasonable and adequate dust control measures, as necessary.
- (7) No vehicular maintenance/repair activities or substances or parts associated with the repair or maintenance of vehicles/equipment will take place, be used, stored or discarded within the right-of-way nor shall the SFWMD's right-of-

way be used for storage or parking of equipment, associated machinery or construction trailers.

- (8) The Licensee shall not stockpile excavated material in the canal or within the SFWMD's right-of-way except in areas approved by the SFWMD. The Licensee is responsible for the removal of all excess material from the SFWMD's right-of-way, unless otherwise directed by the SFWMD.
- (9) The Licensee shall maintain insurance coverage to the amounts and limits specified by the SFWMD throughout the life of the project. The Licensee is responsible for providing the SFWMD with renewed/updated certificates. Insurance coverage will remain in effect until such time as all activities within the SFWMD's right-of-way have ceased, the right-of-way is restored to the pre-construction condition documented by the Licensee and approved by the SFWMD prior to commencement of construction, and the Licensee and the SFWMD agree that insurance coverage may be cancelled. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs.

d. SPECIAL CONDITIONS

- (1) Prior to commencement of construction or utilization of the SFWMD's right-of-way, the Licensee is required to contact the SFWMD's field representative at the West Palm Beach Field Station office at (561) 791-4100 to schedule a pre-construction meeting. The Licensee shall prepare and present at the pre-construction meeting a list of 24 hour contact personnel that includes the contractor and designer and their titles and telephone numbers for office, mobile, beeper, home or local residences.
- (2) If storm, hurricane, or emergency circumstances are developing, the SFWMD will attempt to provide a forty-eight (48) hour notice. The Licensee will be contacted by telephone or a visit to the construction site wherein the Licensee will be informed of the emergency situation. The Licensee is put on notice that the 48-hour notice is a warning that the SFWMD may or may not be able to provide the Licensee.
- (3) If storm, hurricane or emergency circumstances have developed, the SFWMD will contact the Licensee by telephone or visit the site to place the Licensee on 24-hour alert. At this time, the Licensee and the Licensee's contractor(s) and sub-contractor(s) must begin securing the project site and removing equipment, silt barriers and other potential hazards from the canal and right of way per the SFWMD's approved contingency plans.
- (4) The Licensee is advised that the SFWMD's hurricane, storm event and/or emergency alert may differ from the National Hurricane Center or the local

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

- (5) In the event of floods or other natural or civil disasters or emergencies affecting the SFWMD or SFWMD right-of-way, the Licensee shall cooperate with the SFWMD to mitigate the impact of such emergencies. The Licensee shall immediately notify the SFWMD and Palm Beach County of any emergency situation occurring upon the SFWMD's right-of-way.
- (6) The Licensee is put on notice that, prior to the placement of additional facilities or alterations to existing facilities other than those specified in the Certification, an amendment or modification to the Certification will first be required.
- (7) The Licensee shall comply with any more stringent conditions set forth in other required approvals.
- (8) A copy of the application for modification of Site Certification, the amended Certification Order, the SFWMD's post-Certification submittals, and the SFWMD's construction authorization letter will be kept at the construction site until completion of all phases of construction and acceptance of the constructed facilities and restoration of the right of way by the SFWMD's field representative.
- (9) The Licensee shall be responsible for the removal of all materials and debris from the SFWMD's right-of-way; and, for the repair, replacement and restoration of any sections of the SFWMD's right-of-way damaged or disturbed resulting from the authorized activity. Restoration shall be to pre-construction conditions documented by the Licensee and approved by the SFWMD prior to commencement of construction. To document pre-construction conditions, the Licensee shall perform a visual inspection of the right-of-way at the crossing location documented by photographs. Restoration shall include, but not be limited to, grading/re-shaping, the addition of shellrock or other materials acceptable to the SFWMD, seeding, re-sodding with argentine bahia, or other species acceptable to the SFWMD as drought tolerant.
- (10) Should the authorized activities or placement of the authorized facilities within the SFWMD's right-of-way or maintenance of same result in shoaling, erosion or wash-outs of the SFWMD's right-of-way, berm or side slope of the canal, it is the Licensee's sole responsibility and expense to, upon notification from the

SFWMD, immediately take appropriate steps to restore the right of way to its pre-construction condition to the satisfaction of the SFWMD.

- (11) At no time shall the Licensee place permanent or semi-permanent above-ground encroachments or facilities within the 40-foot wide strip of land lying parallel to the canal as measured from the top of the existing canal bank landward, unless otherwise authorized in this Certification.
- (12) A portion of the corridor crossing the SFWMD's C-17 Canal right-of-way falls within a SFWMD-designated staging area. At no time shall the Licensee place above ground facilities within the SFWMD's designated 100-foot long equipment staging areas located at all bridges and pile-supported utility crossings, unless otherwise authorized in this Certification.
- (13) Immediately upon completion of the authorized work, the Licensee shall contact the SFWMD's field representative at the West Palm Beach Field Station office at (561) 791-4100 to schedule a final inspection.

e. STANDARD LIMITING CONDITIONS

- (1) All structures on SFWMD works or lands constructed by the Licensee shall remain the property of the Licensee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. The Licensee is advised that other federal, state and local safety standards may govern the occupancy and use of the SFWMD's lands and works. The SFWMD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- (2) The Licensee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the authorized facilities/use. This duty shall include, but not be limited to, the Licensee's consideration of the SFWMD's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Licensee's consideration of upgrades and modifications to the authorized facilities/use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. The Licensee acknowledges that the SFWMD's review of this project and authorization to commence construction, including, but not limited to, any field inspections performed by the SFWMD, does not in any way consider or ensure that the authorized use/facilities are planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, and provide all safety protections

as required by law. The Licensee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any SFWMD staff or representative during the Certification review process, including, but not limited to, any field inspections, shall not in any way be relied upon by Licensee as the SFWMD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Licensee in order to meet Licensee's duty to incorporate safety features, as set forth above.

- (3) The Licensee agrees to abide by all of the terms and conditions of this Certification, including any representations made in the application for modification and related documents. The Licensee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the SFWMD to obtain compliance with the Conditions of Certification. In the event the SFWMD brings suit, including appeals, to enforce any of the provisions hereof, the SFWMD shall be entitled to recover from the Licensee all reasonable attorney's fees, and costs, (including but not limited to the fair market value of the SFWMD's in house attorneys' fees based upon private attorneys' fees/rates, as well as costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, and any and all costs associated with litigation that are not taxable costs under the cited authorities at all levels of litigation incurred by the SFWMD.
- (4) This Certification does not convey any property rights nor any rights or privileges other than those specified herein and this Certification shall not, in any way, be construed as abandonment or any other such impairment or disposition of the SFWMD's property rights. The SFWMD approves the use/facilities authorized in this Certification only to the extent of its interest in the works of the SFWMD. Licensee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by this Certification. The Licensee shall comply with any more stringent conditions or provisions which may be set forth in other required certifications or other authorizations. The SFWMD, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the SFWMD owns less than fee.
- (5) Unless specifically prohibited or limited by statute, the Licensee shall indemnify, defend and save and hold harmless the SFWMD (which used herein includes the SFWMD and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, injuries, expenses, costs, judgments, liabilities,

attorneys fees and costs (including but not limited to the fair market value of the SFWMD's in house attorneys' fees based upon private attorneys' fees/rates, as well as costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, and any and all costs associated with litigation that are not taxable costs under the cited authorities at all levels of litigation), which arise from or may be related to the ownership, construction, maintenance or operation of the authorized use or the possession, utilization, maintenance, occupancy, activities conducted upon, and/or ingress and egress of the SFWMD's right-of-way which arise directly, indirectly or proximately and/or are caused in whole or in part by the acts, omissions or negligence of the Licensee, its agents, employees, contractors, subcontractors and/or agents, the SFWMD or of third parties. The Licensee agrees to provide legal counsel acceptable to the SFWMD if requested for the defense of any such claims.

- (6) The SFWMD does not waive sovereign immunity in any respect.
- (7) The Licensee shall not engage in any activity regarding the authorized use which interferes with the construction, alteration, maintenance or operation of the works of the SFWMD including, but not limited to:
 - (a) discharge of debris or aquatic weeds into the works of the SFWMD;
 - (b) causing erosion or shoaling within the works of the SFWMD;
 - (c) planting trees or shrubs or erecting structures which limit or prohibit access by SFWMD equipment and vehicles, except as may be authorized by this Certification;
 - (d) leaving construction or other debris on the SFWMD's right-of-way or waterway;
 - (e) damaging SFWMD bank slopes, berms and levees;
 - (f) removal of SFWMD owned spoil material;
 - (g) removal of or damage to SFWMD locks, gates and fencing; and
 - (h) opening of SFWMD rights-of-way to unauthorized vehicular access.

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

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

- (9) The Licensee shall allow the SFWMD to inspect the authorized use at any reasonable time.
- (10) The Licensee shall not interfere with any other existing or future certified uses or facilities authorized by the SFWMD.
- (11) The SFWMD has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the SFWMD in accordance with criteria established by the, SFWMD, or the U. S. Army Corps of Engineers for the works of the SFWMD.
- (12) The Licensee shall be responsible for the repair or replacement of any existing facilities located within the SFWMD's right-of-way which are damaged as a result of the installation or maintenance of the authorized facilities.
- (13) It is the responsibility of the Licensee to make prospective bidders aware of the terms and conditions of this Certification. It shall be the responsibility of the Licensee's contractors to understand the terms and conditions of this Certification and govern themselves accordingly.