

ORIGINAL

Contract No. 4600002874

LICENSE AGREEMENT

THIS LICENSE (the "License"), is made and entered into AUG 30 2013, 2013, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408 ("FPL") and of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, 33406, ("DISTRICT"). All terms used herein shall be construed as embracing such number and gender as the character of the party or parties require(s).

WITNESSETH:

WHEREAS FPL is the owner of title in fee simple to property at the Fort Myers Power Plant in Lee County, Florida, located at 10650 SR80, which includes the area described in Exhibit "A", where the data logger equipment will be installed (collectively the "Property"), attached hereto and by this reference incorporated herein.

AND, WHEREAS DISTRICT desires to occupy and use the Property of FPL as part of its Floridan Aquifer System ("FAS") monitor well network which includes wells throughout the south Florida region. This monitoring effort is intended as a long-term initiative, so that sufficient information can be obtained to develop and calibrate a regional Floridan aquifer model. The model will be used to evaluate the feasibility of Aquifer Storage and Recovery ("ASR") as part of the Comprehensive Everglades Restoration Project ("CERP").

AND, WHEREAS DISTRICT activities conducted on the Property will focus exclusively on obtaining water-level and water-quality data from the existing Floridan monitoring well on the Property, including equipment installation and preventive maintenance;

NOW, THEREFORE, FPL and the DISTRICT, in consideration of the mutual covenants and agreements contained herein, do hereby agree as follows:

1. DISTRICT hereby acknowledges that FPL is the owner of fee simple title to the Property and agrees never to claim any interest or estate of any kind or extent whatsoever in the land by virtue of this license or the occupancy or use hereunder. DISTRICT's use of the land shall always be subordinate to FPL's rights in the land. FPL reserves the right to enter upon the land at any time for its purposes and DISTRICT shall notify its employees, agents, contractors, invitees, and licensees accordingly. FPL and its contractors will not be responsible or liable for any damage or loss to DISTRICT resulting from FPL's use thereof for such purposes, other than any such damages or losses arising from or due to FPL or its employees', agents' or contractors' negligence or intentional misconduct.

2. All **DISTRICT** monitoring will be passive in nature and will be conducted in a manner to minimize disruption to normal operations on the Property. The major activities at each monitoring site consist of: (a) equipment installation and maintenance, and (b) data collection. The Work requires separate site visits that may be scheduled during the term of this License to maintain, repair or upgrade equipment as deemed necessary. Access to the Property during these trips will be coordinated with **FPL**, specifically by telephone notification and prior approval of Tim Powell at (561) 694-4015. **DISTRICT** will provide **FPL** with the copy of any operating data and operational logs that are requested. **DISTRICT** will provide **FPL** with a formal project report. **DISTRICT** will not use the Property in any manner which, in the opinion of **FPL**, may tend to interfere with **FPL**'s use of the Property or may tend to cause a hazardous condition to exist.

a. Equipment installation. Staff from the **DISTRICT**'S SCADA Section, or a **DISTRICT**-approved contractor, will on occasion, remove, install and/or replace data-logger, level sensor, associated equipment and enclosures on the selected well. All monitor well pads were surveyed to National Geodetic Vertical Datum ("NGVD") by **DISTRICT** staff. A list of the data logging equipment and a photograph showing the equipment installed is included in Exhibit "B."

b. Preventive Maintenance. Water-level data from the monitor wells will be collected digitally in real-time and/or downloaded periodically by **DISTRICT** staff, or a **DISTRICT**-approved contractor, from the electronic data-logger monthly as well as perform routine and emergency maintenance on the equipment.

3. **DISTRICT** agrees, at its cost and expense, to comply with all laws, rules, and regulations of any governmental authority having jurisdiction over the Property, including all environmental requirements and obtaining all permits necessary to perform the, and to employ practices standard in the county in which the Property is located for the purpose for which this License is granted and for the protection of the Property.

4. **DISTRICT** shall not store materials on the Property, other than the data logger and associated equipment on the Property pursuant to this License, and will see to it that no debris or trash is dumped or deposited thereon in connection with **DISTRICT**'S use of the Property pursuant to this License.

5. **FPL** may terminate this License for any reason by giving **DISTRICT** at least thirty (30) days prior written notice of such termination. **FPL** may restrict access to the land for any reason within its discretion for the purposes of safety or security of **DISTRICT** or **FPL** personnel or equipment.

6. Upon the expiration, revocation, or other termination of this License, **DISTRICT** shall quietly and peaceably surrender and deliver possession of the Property in as good a condition as existed prior to the date of commencement hereof, and **DISTRICT** shall remove all personal property placed by it on the Property and shall repair and restore and hold **FPL**

harmless, to the extent permitted by law, from any property damage or personal injury (including death) caused by such removal. **FPL** shall have the right to make such removal at **DISTRICT'S** sole cost and expense, the amount of which **DISTRICT** agrees to pay to **FPL** upon demand.

7. Written notices shall be given to the respective parties at the addresses shown herein or at such other place as one party may direct the other by written notice. For the purposes of #2, written notice include facsimile notice to Tim Powell at 561-614-4015.

8. **DISTRICT** expressly covenants and agrees that the Property shall not be subject to any encumbrance by any mortgage or lien nor shall the Property be liable to satisfy any indebtedness that may result from **DISTRICT'S** permitted operation. This License will terminate automatically upon the dissolution of the **DISTRICT** or if **DISTRICT** shall become insolvent or bankrupt or make an assignment for the benefit of creditors.

9. This License shall be subject to and **DISTRICT** takes cognizance of all conditions, restrictions, and reservations, if any, which may affect the land. **DISTRICT** agrees to hold and save harmless and fully indemnify **FPL** from any liability for breach of such conditions, restrictions, or reservations. **DISTRICT** understands and is fully aware of the industrial activities occurring at the power plant **DISTRICT** takes all responsibility for ensuring safe work practices by its employees given the industrial nature of the operations. The **DISTRICT** personnel coming onto the Property have been safety trained and agree to follow **FPL'S** Safe and Secure Workplace Policy for Contractors, which is attached hereto and incorporated by reference, as well as additional access requirements set forth in Exhibit "C."

10. Without extending its liability beyond the limits established in Section 768.28, Florida Statutes, and without waiving its sovereign immunity, the **DISTRICT** shall indemnify, and save harmless **FPL**, its agents, guests, invitees and employees from all liability, damages, costs and expenses, that **FPL**, its agents, guests, invitees and employees may be subjected to resulting from or growing out of any negligent or intentional act of commission or omission by the **DISTRICT**, its officers or employees committed in performing any obligation associated with this **CONTRACT** or the Project. All insurance afforded to the **DISTRICT** by its contractors/subcontractors engaged by the **DISTRICT** under this project shall be extended to **FPL** with the same protection and insurance coverages required by and afforded to the **DISTRICT**. The **DISTRICT** shall require that its contractors include **FPL** as named insured on all insurance certificates and said liability insurance shall be primary to any liability or property insurance carried by **FPL**.

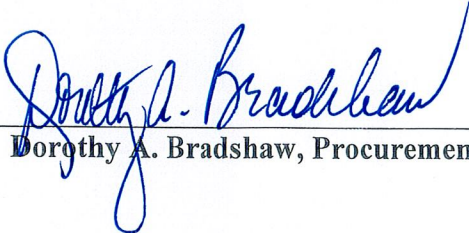
11. This instrument does not void any terms and conditions completed under **FPL** standard forms. This instrument constitutes the entire agreement between the parties relative to the License hereby granted. Any amendment, modification, or supplement to this License must be in writing and executed by both **FPL** and **DISTRICT**. Waiver by **FPL** of any breach of any term or provision hereof shall not be deemed a waiver of subsequent breach of the same or any other term or provision hereof.

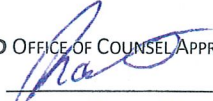
12. Should any provision of this License be determined by a court of competent jurisdiction illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this License, each party shall be responsible for its own attorney's fees and costs.


13. As part of this License, the parties have agreed to maintain the confidentiality of all trade secret material, to the extent and within the limits of §119, Florida Statutes, as may be amended. For purposes of this License, trade secret material shall mean **FPL** data or information that is marked as "Confidential – Trade Secret" by an appropriate stamp, legend, or other written notice thereon and transmitted electronically, in writing or in other tangible, retainable form. If a request is made of the District, pursuant to Chapter 119, Florida Statute, for public disclosure of trade secret of FPL, the District shall advise FPL of such request and it shall be FPL'S sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts.

IN WITNESS WHEREOF, the parties hereto have caused this License to be signed the day and year first above written.

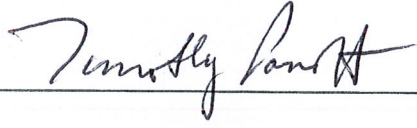
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Dorothy A. Bradshaw, Procurement Bureau Chief

SFWMD OFFICE OF COUNSEL APPROVED
By: 
PRINT NAME: Frank Mendez
DATE: 7/16/13

SFWMD PROCUREMENT APPROVED
By: 
DATE: 7-12-13 *TPM*

FLORIDA POWER & LIGHT COMPANY

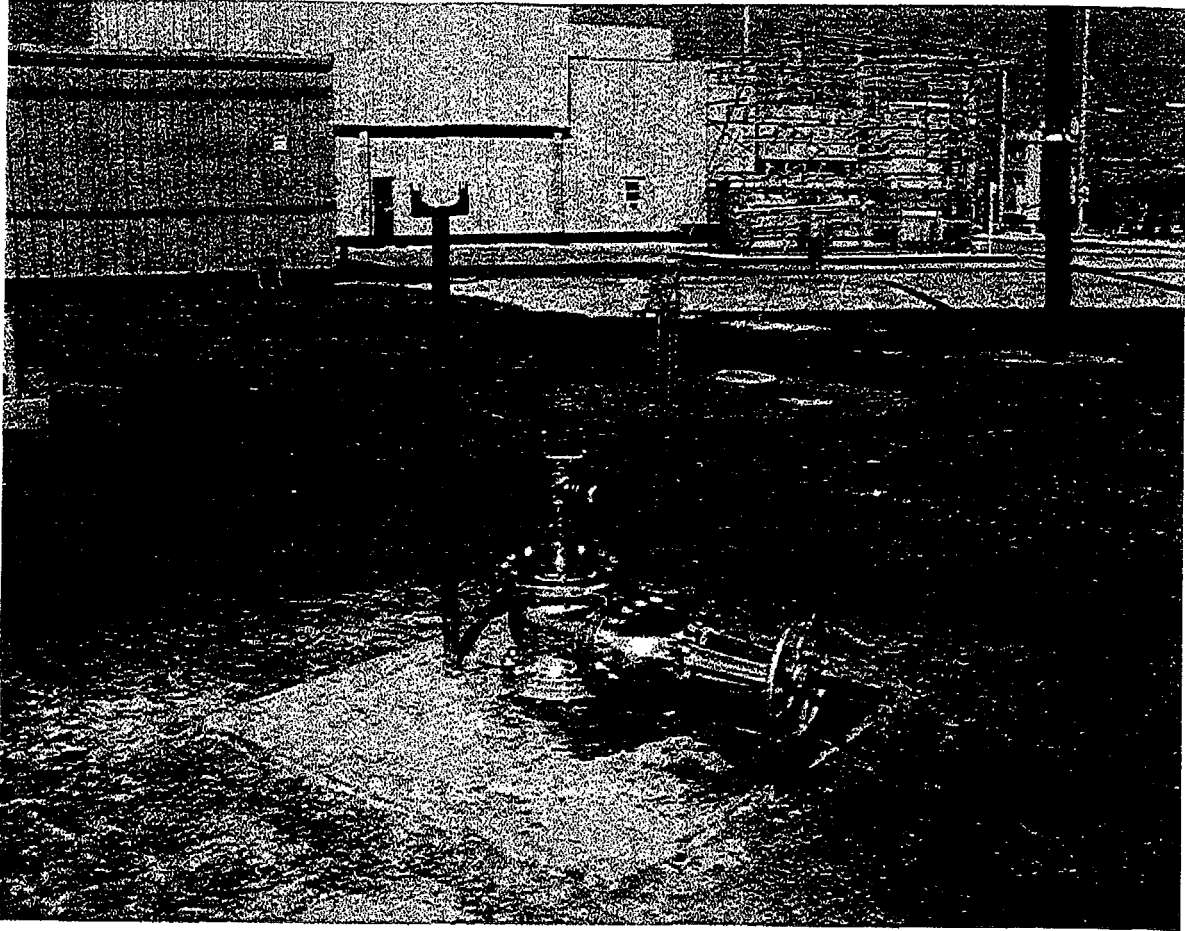
By: 
Timothy Panoff
Plant General Manager

By: _____
Title: _____

UNOCOMERCA
ELECTRIC UTILITIES

EXHIBIT "A"
Location Description

Latitude: 26° 41' 45.243"N
Longitude: 81° 46' 55.134"W
Datum: NAD83



**EXHIBIT
B'
GENERAL
EQUIPMENT LIST**

General list, subject to change, refer to Work
Order for specifics

1.- DATALOGGER:

Model CR10X-TD-2X Measurement and Control Module (Loggernet)

RF Modem 315M (RF 95A) for un-modified data radios
VERSION# 11

Campbell Scientific, Inc. (CSI)
815w 1800N
Logan Utah 84321-1784
801-753-2342

NOTE: The SFWMD Communications network is constantly changing as new frequencies are obtained. Confirm frequency for each site from Project Manager / Leader before ordering. Present radio and modem to SCADA Maintenance at the Field Operation Center (FOC) for addressing and operational check.

2.-RF EQUIPMENT:

DATA

RADIO WASECA,MN USA

VHF (169,425 MHz)
MODEL DL-3422 /DL-3400
PART# 242-4010-610

UHF (406.125MHz)
MODEL DL-3412/DL-
3400
PART# 242-4040-210

Modem, Cellular, CDMA, 800MHz

UHF YAGI ANTENNA (406.125
MHz) MFG. dB 437-A
TESSCO PART# 29972

LOW PROFILE 3/4 INCH MOUNT FOR WHIP

ANTENNAS MFG ANTENNA SPECIALIST
KMX66
TESSCO PART # 74902

UHF WHIP ANTENNA (406.125 MHz)
MFG ANTENNA SPECIALISTS# ASPA 7655
TESSCO NUMBER# 62770

RF Cable:
RG-8/U, Belden 8237

Lightning Protection:
Polyphaser IS-NEMP-C2 Lighting and surge Protector
Suggested Vendor: TESSCO

3.-SENSORS

Water Level:
Pressure Sensors:

KPSI
Series 760 submersible, SDI-12 Pressure Transducer

34 Research Drive Hampton,
Virginia 23666 (757) 865-
1243

PS1200 SDI-12, submersible Pressure Transducer

Greenspan Technology Sensors
Hile Controls of Florida
PO Box 522170
Longwood, FL (407)
332-6288

Level Troll

Level Troll 500
30 psia: 10.9 m (35.8 ft)
100 psia: 60.1 m (197.3 ft)

In-Situ Inc.
221 E Lincoln Ave.
Ft. Collins, CO 80524
970-498-1500

1-800-446-7488

Model MPSPDIT submersible, SDI-12 Pressure Transducer
Model MPSPDIG Gauge (Screw-in), SDI-12 Pressure Transducer
Rittmeyer Ltd.
Hile Controls of Florida
PO Box 522170
Longwood, FL (407)
332-6288

ACCESSORIES:

Charge Controller
Solarstate SRX-6

Solar Panel
Solarex 1-MSX-18 w/mounting bracket

Atlantic Solar Products, Inc. PO Box 70060
Baltimore, MD 21237 (410)686-2500

Liquidtight Bushings (For Environmental enclosure) Thomas &
Betts #2671 w/nuts
Any electrical supply.

EXHIBIT C
SAFE AND SECURE WORKPLACE POLICY FOR CONTRACTORS

Objective: To provide a safe and secure workplace for FPL employees, Contractor employees, customers and the public.

Scope: This Policy applies to any individual or organization, its employees and its sub-contractors, (hereinafter collectively referred to as "Contractor"), responsible for performing the work identified by the purchase contract, for or on behalf of Florida Power & Light Company (hereinafter referred to as "FPL") and its subsidiaries on FPL premises, FPL customers' premises, FPL rights-of-way or FPL facilities, including facilities under construction and excluding only nuclear power stations, (hereinafter collectively referred to as "FPL Premises"), for periods equal to or greater than 30 employee days cumulative per calendar year. For example, if a Contractor has 30 employees who each work one full 8 hour day on FPL Premises in any one calendar year, this Policy applies to the Contractor. If a Contractor has one employee who works 30 or more full 8 hour days in any one calendar year on FPL Premises, this Policy applies to the Contractor.

The policy covers three specific areas:

- Pre-assigned Screening
- Controlled Substance and Alcohol Abuse
- Workplace Violence Policies

Violation: If Contractors' employees are found to be in pre-access violation of this Policy, Contractor's employees shall be denied access to FPL Premises. Contractor employees found to be in post-access violation of any part of this Policy shall be removed immediately by the Contractor from FPL's Premises.

Compliance: If Contractor fails to comply with this Policy, Contractor may be considered in breach of contract. FPL or its designee shall have upon request immediate access to Contractors' records to assure compliance with the requirements of this Policy.

Policy Details: The Contractor must address three specific issues regarding Safe and Secure Workplace.

I. Pre-assignment Screening:

Contractors to whom this Policy applies must demonstrate that they are providing employees who are non-violent, drug-free and who do not have a propensity for illegal and/or violent behavior.

This Policy does not necessarily preclude anyone from working on FPL Premises based on criminal record. It is the intent of this Policy to ensure FPL has the ability to maintain a safe and secure workplace for its employees, Contractor employees, customers and the public.

Contractors shall conduct, prior to assignment of any employee to FPL Premises, a detailed background investigation to include as a minimum the following for those employees of the District entering the property who were hired by the District less than 2 years prior to the effective date of this License:

A. Criminal records checks for criminal activity within:

- a) The State of Florida (Florida Department of Law Enforcement); and
- b) Other states in which the Contractor employee resided or was employed within the preceding 7 years.

The results should demonstrate the following:

- a) No felony convictions within the last 7 years (to include pre-trial intervention, pleas of guilty, and nolo contendere), regardless of whether adjudication has been withheld; and
- b) Not more than two misdemeanor convictions within the last 5 years, which display a propensity for violent, immoral or drug-related activity.

B. Driving record checks for those jobs that require driving as part of the job duties/work. A Contractor employee must have a valid unrestricted driver's license appropriate for any position requiring a driver's license (restrictions do not include physical limitations). The results should demonstrate the following:

- a) No alcohol or drug related driving offenses in the last 5 years.

C. Drug screening- Contractors assigned to FPL must perform pre-assignment drug testing. Any drug test required under this Policy will test for the presence of the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Opiates
- 4) Amphetamines
- 5) Phencyclidine

A positive test result for controlled substances not lawfully prescribed or for misuse of a lawfully prescribed controlled substance shall result in the denial of access of Contractor employee to FPL Premises.

Contractor shall ensure that Contractor employees assigned to perform work on FPL Premises do not constitute a threat of violence or criminal activity toward FPL employees, property, customers, other Contractor employees or the general public.

Contractor employees not meeting the required results set forth in A through C above may not be assigned to perform work on FPL Premises.

II. Controlled Substances and Alcohol Abuse:

All Contractor employees should be fit-for-duty and report to work able to perform their duties safely. Use or possession of controlled substances and/or alcoholic beverages, as defined in

Chapter 561 of the Florida Statutes, by Contractor employees is an unsafe work practice which creates an increased risk to Contractor employee safety and the safety of others. The use or possession of any illegal drug or controlled substance without a valid prescription and/or the misuse of any prescription or over-the-counter medication by any Contractor employee shall constitute a violation of this Policy.

Any Contractor employee who is consuming or is under the influence of any alcoholic beverage while on FPL Premises shall be in violation of this Policy.

All employees who are subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991, including Contractor employees required to hold a Commercial Driver's License, will be subject to random testing for controlled substances and alcohol according to the federally mandated random testing rate.

Contractor employees will be denied access to or immediately removed from FPL Premises for: (1) possession or use of a controlled substance without a valid prescription; (2) distribution or sale of controlled substances at any time on or off the job; (3) positive test result for controlled substances without a valid prescription or alcohol; (4) being under the influence of a controlled substance or alcohol; or (5) refusal to test for controlled substances or alcohol.

Contractor employees taking prescription medication are required to consult with their physicians to determine whether the medication may have an adverse effect on performance. Contractor employees taking over-the-counter medication are responsible for being aware of any adverse effects it may have on their performance as defined on the manufacturer's label. If prescribed or over-the-counter medication may have an adverse effect on performance, the Contractor employee is required to notify the Contractor prior to reporting to FPL's Premises. Failure to inform the Contractor's representative of taking prescription or over-the-counter medication which may have an adverse effect on performance may result in that employee's denial of access to FPL

Premises. In all events the Contractor is responsible for determining the employee's fitness for duty.

Contractor employees taking prescription medications must be prepared to provide satisfactory, verifiable proof that the medication has been prescribed to the Contractor employee, and that it is necessary for the individual's current medical condition. Possession of the prescription bottle will provide the required proof Any Contractor employee called to perform unscheduled work at FPL Premises must state whether he/she has consumed alcohol within five (5) hours of the time he/she reports to work or is otherwise "unfit" for duty. Contractor employees that have consumed alcohol within the five (5) hour abstinence period shall not be permitted to work on FPL Premises except under conditions when:

1. The Contractor employee being called believes that" he/she is fit for duty; and, based on information provided by the individual, the Contractor also believes he/she is fit for duty; or
2. The Contractor employee's fitness for duty is verified by a breath analysis for alcohol prior to entering the FPL worksite and the individual believes he/she is fit for duty.

In addition to the requirements set forth herein, all Contractors shall comply with all applicable state and/or federal laws regarding drug and alcohol testing of their employees that are assigned to FPL Premises. All testing performed pursuant to this policy shall be at the blood alcohol rates specified in the Omnibus Transportation Employee Testing Act of 1991. All Contractor employees will be subject to "post-accident" and/or "reasonable suspicion" controlled substances and alcohol testing while on FPL Premises. "Reasonable suspicion" shall be determined in the sole discretion of FPL. No Contractor employee required to take a post-accident alcohol test under the Policy shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. This testing will be required when there is reasonable suspicion that an individual is in violation of the substance abuse and alcohol Policy. Contractor shall immediately notify FPL of any accidents involving or caused by its employees or subcontractors on FPL Premises.

III. Workplace Violence:

FPL is committed to providing a safe and secure workplace. Contractor employees are expected to work in concert with FPL employees to ensure that the workplace remains safe and secure for all.

Behavior that could be perceived by a reasonable person as threatening or indicating the possibility of violence is prohibited. This may include, but is not limited to verbal threats, gestures, abusive language or physical altercation (fighting, shoving, etc.).

Displaying or carrying in any manner a weapon, firearm or destructive device (as those terms are defined in Chapter 790 of the Florida Statutes) on the Contractor employee's person or in his/her belongings, on any FPL Premises, in his/her personal vehicle while engaged in FPL work or activities, or in an FPL vehicle at any time is prohibited.

Contractor employees that violate these policies will be removed immediately by the Contractor from FPL Premises, and denied access to any FPL Premises. Contractor shall immediately notify FPL Corporate Security of violations of this Section III.

Reporting illegal Conduct or Workplace Violence:

FPL employees and Contractor employees benefit from an atmosphere of good ethical and legal conduct. Contractors and their employees with information concerning abuse of company assets, fraud, theft, possession or use of illegal drugs, threats of violence or any other behavior at FPL that might be considered illegal, shall report that information immediately. Such information can be reported to the corporate security hotline anytime day or night at 888-694-6444.

Acknowledgement

Contractors must make their employees aware of this Policy and have Contractor employees acknowledge so in writing prior to beginning work at FPL Premises.