

**MASTER SOLAR ENERGY AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA POWER & LIGHT COMPANY FOR CONSTRUCTION,
INSTALLATION, AND OPERATION OF SOLAR ENERGY PROJECTS
AT BROWARD COUNTY PARKS**

This Master Solar Energy Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Florida Power & Light Company, a Florida corporation ("FPL"), is entered into and effective as of the date when the last party to this Agreement has executed same, as stated on the signature page ("Effective Date"). County and FPL are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS

A. County is the fee simple owner of those certain real properties, which are more particularly described on Exhibit A attached hereto (collectively, the "Properties" and each individually, a "Property"), and which Properties are currently being used for County park purposes.

B. The Parties desire to advance renewable energy and solar energy projects in Broward County to reduce regional greenhouse gas emissions and expand community participation in energy conservation and renewable energy initiatives through education and outreach (the "Objectives"), as detailed on attached Exhibit C.

C. In furtherance of the Objectives, County has agreed to grant FPL a license to use designated portions of the Properties, as depicted on attached Exhibit B (individually and collectively, the "Premises," as further defined herein) on a nonexclusive basis for the purposes of constructing, installing, operating, and maintaining the Equipment (as defined herein) described in attached Exhibit B to generate, measure, and transmit solar power for Park Purposes as required by Section 8.13 of County's Home Rule Charter (collectively, the "Projects" and each individually, a "Project") subject to the terms of this Agreement, and FPL has agreed, at its sole cost and expense, to construct, install, operate, and maintain the Projects on the Premises, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

The terms set forth below, when used in this Agreement, are defined as follows:

1.1 Applicable Laws means County's Home Rule Charter any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, or resolutions of any governmental or quasi-governmental entity relating to the Projects and Premises, or activities at the Premises, that have been, or may hereinafter be adopted, and as may be

amended from time to time, including without limitation all applicable federal, state, County, local and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, and grant agreements. True, correct and complete copies of applicable County resolutions, if any, have been delivered to FPL by County.

1.2 Approved Plans means plans and specifications for the Projects that have received prior written approval from the Contract Administrator under Section 5 of this Agreement.

1.3 Board means the Board of County Commissioners of Broward County, Florida.

1.4 Commencement Date for each Project means the date on which such Project becomes operational, which shall be the date on which FPL has obtained any and all approvals, licenses, and permits necessary to operate the Equipment for such Project, and the Equipment has been installed, connected to the Property's electric transformer, and capable of generating solar power.

1.5 Connecting Equipment means the cables, electrical wiring, wire management systems, electric meters, power distribution boxes, connecting hardware necessary to connect the Solar Equipment with the Inverters or necessary to connect the Inverters with the electric transformer, and any additional equipment necessary to generate and transmit solar power for the Projects.

1.6 Contract Administrator means the Director of the Broward County Parks and Recreation Division or a designee expressly designated as the Contract Administrator in writing by the Director.

1.7 Days means the calendar days of the week, consisting of Sunday through Saturday.

1.8 Equipment means collectively the Solar Equipment, Connecting Equipment, and Inverters for the Projects described in Exhibit B.

1.9 Final Completion for each Project means the date certified by FPL for the particular Project that all conditions and requirements of any permits and regulatory agencies have been satisfied; punch list items have been completed; any documents required by the approved plans and specifications for this Agreement have been received by County; and, to the best of FPL's knowledge, information, and belief, the improvements have been fully completed in accordance with the approved plans and specifications.

1.10 Interconnection Area means the portion of the Premises in which FPL's connection line to the Equipment on the Premises is located.

1.11 Inverters means any inverters necessary to generate and transmit solar power for the Projects.

1.12 LEED (Leadership in Energy and Environmental Design) means the rating system for green building practices created by the United States Green Building Council (USGBC).

1.13 Park Purposes means the use of an area of land in the pursuit of outdoor leisure, athletic, or recreational activities and facilities ancillary thereto including, but not limited to, cultural, educational, and civic facilities, animal exhibits, habitats, band shells, pavilions, outdoor classrooms, and concessions.

1.14 Premises shall have the meaning given to such term in the Recitals above, and shall include the portions of the Property upon which the Equipment for the Projects are constructed, installed, and/or placed by FPL, and shall be subject to easements and rights-of-way of record as of the Effective Date, together with all other property interests of record as of the Effective Date, including, but not limited to, water distribution, sewage collection, underground electrical, telephone and telecommunications conduits, and above-ground lighting and power poles.

1.15 Solar Equipment means solar power generating panels and any additional equipment necessary to generate and transmit solar power for the Projects, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes, and racking systems.

1.16 Subconsultant or Subcontractor means a firm, partnership, corporation, independent contractor, or combination thereof providing services to FPL for all or any portion of FPL's activities or responsibilities under or related to this Agreement that occur on the Premises. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

1.17 Term shall have the meaning given to such term in Section 3 below, subject to earlier termination as provided in this Agreement.

1.18 Termination Date means the date this Agreement expires or is terminated earlier by either party as provided in this Agreement.

2. Premises.

2.1 Grant. County hereby grants FPL the nonexclusive license to use the Premises solely for the purposes of, at FPL's sole cost, expense, and risk, constructing, installing, operating, inspecting, maintaining, repairing, removing, and replacing the Equipment for the Projects in accordance with the Approved Plans. County also grants FPL and its Subcontractors the nonexclusive license of ingress and egress to the Premises for FPL's operations and activities under this Agreement. After the initial installation of the Equipment, at all times thereafter during the Term, the Equipment shall

serve Park Purposes and shall be ancillary to and in furtherance of the pursuit of outdoor leisure, athletic, or recreational activities.

County also grants FPL the right, license, and privilege, at FPL's sole cost, expense, and risk, to install signage on the Premises, in the vicinity of, and at the point of access to, the Projects for any or all of the following purposes: (1) identifying FPL's ownership of the Equipment; (2) identifying the existence of the Equipment on the Premises; (3) instructing parties accessing the Premises to use caution so as not to damage the Equipment; and (4) providing all necessary hazard and safety warnings. The location, design, and content of such signage shall be subject to the prior written approval of Contract Administrator, which approval shall not be unreasonably withheld, conditioned, or delayed. Such signage shall be removed by FPL upon the final removal of the Equipment from the Premises in accordance with the terms of this Agreement. A sample of prototypical signage is attached to this Agreement as Exhibit B-1.

The Parties acknowledge that the intent of this Agreement is for FPL to perform various Projects under this Agreement in multiple phases, at no cost to County. Any subsequent phases for additional Projects to be performed by FPL under this Agreement, or any material changes to the Projects described in attached Exhibit B, are conditioned upon the Parties entering into an amendment to this Agreement. The County Administrator is authorized to enter into one or more amendment(s) to this Agreement for additional Projects to be performed by FPL or any changes to the Projects described in attached Exhibit B, subject to approval of the amendment(s) as to form and legal sufficiency by the Office of the County Attorney.

The rights and privileges granted to FPL by this Agreement are only a license to use the Premises, and do not constitute a lease of the Premises or otherwise convey any interest in the Premises to FPL. Nonexclusive parking will be made available to FPL, its officers, employees, agents, Subcontractors, patrons, invitees, suppliers of services, and furnishers of materials at each Property for the purposes described under this Agreement.

2.2 Use of Premises. FPL shall use the Premises solely for the purposes described in Section 2.1 above and for no other purposes. FPL covenants that during its use and occupation of the Premises, neither FPL nor its employees, agents, or invitees shall engage in any nuisance or hazardous trade or occupation on, in, or upon the Premises or the Properties. FPL, its employees, agents, contractors, and invitees shall not keep in or about the Premises or the Properties any item that will increase the risk of any hazard, fire, or catastrophe, other than would normally occur in connection with the Projects, nor shall FPL, its employees, agents, contractors, and invitees commit waste upon or damage the Premises or the Properties. During the Term, neither FPL, nor its employees, agents, and invitees, shall use or occupy the Premises in any manner which would violate any Applicable Laws or interfere with or adversely affect the operations or maintenance of any of the Properties. County shall provide written notice to FPL of any action that the County deems appropriate to remove or eliminate any nuisance or hazard caused by FPL upon or from the Premises. FPL shall secure the area of the nuisance or hazard within seventy-two (72) hours following receipt of notice from County, and shall

correct any such nuisance or hazard within forty-five (45) days following receipt of such written notice from County. If FPL fails to correct any such nuisance or hazard with such forty-five (45) day period, County reserves the right to thereafter take any action County, in its sole discretion, deems necessary to abate such nuisance or hazard. FPL shall reimburse County for its actual and reasonable costs associated with such abatement within thirty (30) days after FPL's receipt of County's invoice. Should FPL fail to fully reimburse County within such thirty (30) day period, FPL shall be in default under this Agreement, and County shall have the right, in addition to any other remedies available to County at law or in equity, to terminate this Agreement as to such Premises in the manner provided for in this Agreement.

2.3 Condition and Use of the Premises. FPL shall secure all necessary permits for the construction, installation, operation, and maintenance of the Projects on the Premises and shall operate the Projects in compliance with Applicable Laws. FPL shall conduct its own due diligence investigation of the Premises, and determine in its sole opinion, the suitability of the Premises for FPL's Projects. County makes no representations or warranties as to the condition of the Premises or the Properties, or the suitability of either for FPL's use under this Agreement. The use of the Premises, and all components thereof, is hereby granted to FPL in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**"

2.4 Continuous Operation. Upon its Final Completion, each Project shall be operated by FPL during County operating hours at the Park Properties throughout the Initial Term and any Extended Term. Project downtime is anticipated only for purposes of maintenance and repair, subject to the prior written approval of the Contract Administrator.

3. Term.

3.1 Term. This Agreement shall commence upon the Effective Date, and continue for an initial term of twenty (20) years after the first Commencement Date for any Project under this Agreement ("Initial Term"). The Initial Term of this Agreement may be renewed by County upon the same terms and conditions set forth in this Agreement for up to two (2) additional five (5) year terms (each such period individually or together being the "Extended Term"). The County Administrator is hereby authorized to approve and execute any renewal. The Initial Term together with any Extended Term are collectively referred to herein as the "Term." The Parties agree that the expected life of the Equipment ("Expected Equipment Life") for each Project is thirty (30) years after the Commencement Date for such Project. If any additional Premises are subsequently mutually agreed to by the Parties and added to this Agreement by a duly executed written amendment, the Term for such new Premises shall commence on the first Commencement Date for such Project on the additional Premises.

3.2 Obligations and Liabilities Remain. The expiration or earlier termination of this Agreement does not release FPL from any liabilities or obligations hereunder that accrued on or before the effective date of termination. Upon the expiration or earlier termination of this Agreement, FPL shall cease all operations upon the Premises, remove

its Equipment, restore the Premises to substantially the same condition in which it existed as of the Effective Date, normal wear and tear excepted, and surrender the Premises in accordance with the terms of this Agreement. All rights granted by County to FPL under the Agreement, including FPL's rights to the Interconnection Area, shall terminate upon the expiration or termination of this Agreement.

4. **Compensation.**

4.1 Starting on the Commencement Date for the first completed Project under this Agreement, and continuing throughout the Term of this Agreement, FPL shall compensate County annually, in advance, on July 15 of each calendar year in the amount of Twenty-Five Dollars (\$25.00) per kilowatt (kW) of installed solar capacity on the Premises for the solar canopy structure(s) and Equipment associated with the solar canopy structure(s) (collectively, the "Solar Canopy"). If the Term commences on a date other than July 15, FPL shall pay County upon commencement of the Term an amount equal to the pro-rata portion of the applicable compensation for such annual period. In the event this Agreement expires or is terminated at a time other than on the last day of an annual period, the compensation shall be prorated as of the date of expiration or earlier termination for any reason (other than a default by FPL, in which event there shall be no proration) and all prepaid compensation that has not yet accrued shall be refunded to FPL by County within thirty (30) days of such expiration or earlier termination. Compensation shall be payable to County at the address specified in Section 22 below.

Other than as set forth in this section, FPL shall not be charged any rent or other fee, and County shall not be entitled to any other compensation by FPL under this Agreement whatsoever in connection with FPL's use of the Premises for anything other than the Solar Canopy.

4.2 As additional consideration for FPL's use of the Premises, FPL will provide to County all Renewable Energy Certificates, green tags, and carbon credits (collectively, "RECs") generated as a result of FPL's installation and operation of the Equipment on the Premises, as such RECs become available. County will be responsible for any and all costs associated with certifying these RECs.

5. **Construction and Installation of Projects; Location of Equipment.**

5.1 **Obligations Prior to Project Installation.** Within thirty (30) days after the Effective Date, and before commencing construction or installation of each Project, FPL shall submit to the Contract Administrator, for review and written approval, a site plan and complete plans and specifications for installation of each Project. The plans and specification must be certified by an architect or engineer licensed to practice in Florida and must consist of the following: (a) working drawings; (b) technical specifications; (c) construction schedule pre-coordinated with planned special events at the facility; (d) list of Equipment and fixtures; and (e) such other information as may be reasonably required by the Contract Administrator. The Contract Administrator shall have thirty (30) days from receipt of the plans and specifications to object to same in writing. In the event

the Contract Administrator has objections, FPL shall revise the plans and specifications to address the objections, and resubmit the plans and specifications to the Contract Administrator pursuant to this section for approval.

5.2 Plans and Specifications.

a. Approved Plans. The plans and specifications for each Project (including any amendments and changes thereto) that have received the Contract Administrator's written approval or are otherwise deemed approved under Section 5.1 above are hereinafter referred to collectively as the "Approved Plans." No work may be performed on the Premises, except pursuant to the Approved Plans for such Project. All construction, improvements, and installation of signs, Equipment, and landscaping must be performed in accordance with the requirements of this Agreement. No material changes may be made to Approved Plans without the Contract Administrator's prior written approval, which will not be unreasonably withheld or delayed. Any change to the Approved Plans that requires the issuance of a building permit or modifies an existing building permit for a Project is a material change.

b. Equipment in Interconnection Area. The Approved Plans shall require that all Equipment within the Interconnection Area be installed underground.

5.3 Projects to Comply with Applicable Laws. The construction and installation of each Project and the Equipment must comply with Applicable Laws. The Contract Administrator's approval of any plans, specifications, or designs for any Project is not a representation or warranty as to such conformity, and the responsibility for Project compliance with Applicable Laws remains with FPL at all times.

5.4 Installation of Approved Projects. Not later than ninety (90) days after the Contract Administrator's written approval of plans, specifications, the construction and installation schedules for each Project, and FPL's receipt of all necessary permits and approvals for each Project, FPL shall commence construction and installation of such Project and the Equipment, and diligently prosecute construction and installation of the Project and Equipment to Final Completion in accordance with the County-approved construction and installation schedule.

5.5 Construction, Installation, Inspection, and Approval. During the construction and installation of each Project, the Contract Administrator and other County personnel shall have access to the Premises at all times to ascertain the progress and quality of the construction and to determine if the installation of the Equipment is proceeding in accordance with the Approved Plans and this Agreement. All work not conforming to Approved Plans and Applicable Laws may be considered defective and rejected by the County. FPL shall, at its sole cost and expense, within sixty (60) days following receipt of written notice from the County identifying such defective work, either correct all defective work or remove such defective work and replace it with non-defective work. Should FPL fail or refuse to remove or correct any defective work within such sixty (60) day time

period, County may cause the defective work to be removed or corrected at FPL's expense. Any actual and reasonable expenses incurred by County in making such removals or corrections for any defective work may be charged against the Performance Bond required under Section 6 below.

5.6 Permitting and Licensing. County shall cooperate with FPL as necessary for FPL to obtain, at its sole cost, all permits, licenses, and approvals necessary to construct and install the Projects and Equipment and to operate such Equipment and to transmit the electricity generated thereby. The Equipment shall be installed by FPL as shown in the Approved Plans. Except as otherwise set forth herein, FPL shall have no right to access or utilize any other portions of the Property. FPL may relocate, with the Contract Administrator's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, the Connecting Equipment and the Inverters as is reasonably necessary to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all Applicable Laws and shall not result in the imposition or creation of a lien against any property owned by County.

5.7 Periodically Scheduled Meetings. During construction and installation of each Project, if requested by the Contract Administrator, FPL and its architect, engineer, or contractor shall meet with County in periodically scheduled meetings to assess the then-current status of such Project.

5.8 Liens, Claims, and Encumbrances. County acknowledges that FPL's interests in the Equipment is and will be encumbered by FPL's existing mortgage and deed of trust with Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company). FPL shall keep the Premises free and clear of all liens, claims, and encumbrances relating to the Projects or FPL's operations on the Premises. If any lien or notice of lien relating to the Equipment or any Project is filed against the Premises, FPL shall, within thirty (30) days after receipt of notice of the filing thereof, cause the same to be removed of record by payment, deposit, bond, or order of a court of competent jurisdiction.

5.9 "As-Built" Plans. At FPL's sole cost and expense, within sixty (60) days after completion of each Project, FPL shall provide the Contract Administrator with a complete set of CAD and PDF format "as-built" plans and specifications. The "as-built" plans and specifications shall include, without limitation, printed reproducible "record" drawings, and any modern storage methods containing a complete set of project electronic drawings for the applicable Project. Drawing files shall be provided in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows. FPL, at its sole cost and expense, shall eTransmit all drawing files and their dependencies including, but not limited to, xrefs (if not bound), pen settings, CTB, shape, and all other files necessary to properly print, display, revise, or reproduce the As-Built drawings, to the Contract Administrator. At the same time as FPL provides the "as-built" drawings and specifications, FPL shall also provide the Contract Administrator reference copies of all drawing sheets or other CAD and/or PDF format documents intended for hardcopy plotting or printing in plot (.plt) version. If Autodesk Revit is used in the production of the Project, FPL shall, at its sole cost and

expense, provide the Contract Administrator with a complete native Revit (.rvt) file including Revit families, in addition to those formats listed above, as well as a full size PDF of each drawing in Adobe PDF professional version X or later. FPL, at its sole cost and expense, shall obtain and submit to the Contract Administrator an updated as-built site survey.

5.10 Contract Administrator's Approval for Alterations. All material additions, alterations, modifications, and replacements of any Project must comply with the provisions under this Article 5. For the avoidance of doubt, the replacement of a solar panel or other Equipment does not constitute a material replacement or alteration. If any such material addition, alteration, modification, or replacement is made without the Contract Administrator's approval under this Article 5, then, upon notice in writing to do so, FPL shall remove the same or, at the option of the Contract Administrator, cause the same to be changed to the Contract Administrator's reasonable satisfaction. If FPL fails to comply with the notice, the Contract Administrator may affect the removal or change of such material addition, alternation, modification, or replacement, and FPL shall pay the actual reasonable cost thereof to County within sixty (60) days following receipt of County's invoice and supporting documentation.

6. **Payment and Performance Bonds.** Before starting any work or construction, FPL shall procure a valid payment bond and a valid performance bond for each Project in a form approved by the Contract Administrator. Each bond must be in an amount not less than the amount covering the full amount of the work being performed. Each bond must guarantee to County the completion of the work being performed as well as full payment of all suppliers, material suppliers, laborers, or subcontractors employed in the Project.

7. **Access.**

7.1 Access. During the Term of this Agreement, FPL Parties (as defined below) shall have access to the Premises during such Property's operating hours or as otherwise agreed to by the respective Property's park manager, except in the event of an emergency. In cases of emergency, FPL shall, by phone or email, provide the Contract Administrator with notice of entry, and shall use commercially reasonable efforts to minimize any interference with operations at the Property. The phone numbers and emails for such notification are provided in Section 22 below.

7.2 Right of Entry, Inspection, and Testing. FPL, its employees, contractors, agents, invitees, and governmental permitting, licensing, and regulatory entities (collectively, the "FPL Parties"), shall have reasonable access to the Premises during normal operating hours for the park where such Project will be constructed and installed, or as otherwise confirmed in writing by the Contract Administrator or his or her designee, to inspect, install, test, and operate the Equipment, except in the case of an emergency, where FPL Parties, in the interest of public safety, must obtain access to the Premises outside of normal operating hours for the park. In such an event, FPL Parties shall comply with notice requirements under Section 7.1 and take such necessary action to resolve

such emergency. FPL shall not interfere with entry, and shall permit inspection and testing, at all reasonable times, by inspectors of any federal, state, or local agency having jurisdiction under any law, rule, regulation, or order, applicable to the Projects, Premises, or the operations at the Properties.

8. **Unreasonable Interference.** During the Term of this Agreement, County shall not directly or indirectly cause or allow any of the following to occur ("Interference"):

8.1 Placement of any equipment, structure, or improvements on or over the Solar Equipment, unless such placement is temporary or necessary under any Applicable Laws, or in furtherance of County's operations at the Property;

8.2 Placement of any equipment, structure, or improvement, other than which exists on the Premises upon the Effective Date, in a location that unreasonably interferes with the Solar Equipment's exposure to sunlight, unless such placement is temporary or necessary under any Applicable Laws or in furtherance of County's operations at the Property;

8.3 Knowingly permit any interference with the Equipment's ability to generate solar power, unless such interference is temporary or necessary to comply with any Applicable Laws or to conduct County's business at the Property;

8.4 Maintenance, alteration, modification, repair, replacement, or compromise of the Premises by the County in such a way that the Premises can no longer support the Equipment or the use of the Equipment is materially impaired, unless such impairment is temporary and necessary under any Applicable Laws, or in furtherance of County's business at the Property; or

8.5 Unreasonable interference with FPL's access to the Premises.

In the event of any Interference that continues uncured for a period of sixty (60) days after written notice from FPL to County identifying the Interference, FPL may terminate this Agreement upon thirty (30) days' notice to County. If the Interference cannot reasonably be cured within said sixty (60) day period and County has started to cure such Interference within sixty (60) days after notice from FPL and County is continuously and diligently prosecuting such cure toward completion, the cure period shall be extended an additional thirty (30) days (for a total of ninety (90) days from such written notice).

9. **Maintenance; Repair; Replacement; Reinstallation.**

9.1 During the Term of this Agreement, FPL shall operate and maintain the Equipment on the Premises in good working order and in a safe, clean manner. In the event the Equipment is damaged or destroyed at any time during the Term of this Agreement, FPL shall have the right, but not the obligation, to elect to repair, replace, or reinstall the Equipment, or any portion thereof, on the Premises. In such event, FPL shall, within sixty (60) days of any such damage or destruction to any Equipment within the Premises, provide written notice to County of its decision to make such necessary repairs,

replacements, or reinstallations. In the event FPL does not notify County within such sixty (60) day time period as required under this section County may terminate this Agreement as to such Premises. If FPL elects not to repair, replace, or reinstall, at its sole cost, any damage or destruction that renders the Equipment unusable, or materially impairs the Equipment's ability to generate solar energy, FPL or County may, upon thirty (30) days' written notice to the other party, terminate this Agreement as to such Premises.

9.2 FPL shall provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required for the Projects by any Applicable Laws.

9.3 FPL shall repair, at no expense to County, any damage to the Premises caused by operations or activities of FPL, its agents, employees, or invitees and any other persons entering upon or using the Premises on behalf of FPL for the purposes under this Agreement. All repairs shall be completed within thirty (30) days after such damage to the Premises.

9.4 FPL shall conduct, or cause to be conducted, all routine and necessary maintenance of the Projects. If any County improvements existing on the Premises must be repaired, renovated, or replaced, then FPL, upon receipt of at least sixty (60) days' written notice, shall remove the Equipment from the Premises, at County's sole costs and expense, during the period of time that any County's improvements on the Premises are being repaired, renovated, or replaced.

9.5 If any portion of the Premises is totally destroyed by fire or other casualty, the Parties may mutually agree to an alternate location(s) for the Equipment to be installed on the affected Premises. If, however, a majority of the Premises where individual Projects are located is totally destroyed by fire or other casualty, either party may terminate this Agreement as to such Premises, upon thirty (30) days' written notice to the other party.

9.6 Except for any casualty to the Premises caused by FPL and FPL's responsibility to repair as provided in Section 9.3, so long as County repairs or restores any damaged Premises, FPL shall repair, replace, or reinstall the Equipment on the Premises. In the event County elects not to repair or restore any of the damaged Premises to the condition that existed prior to such damage or destruction, and such destruction materially interferes with FPL's operation of its Project, as determined by FPL in its sole discretion, then FPL may terminate this Agreement upon thirty (30) days' written notice to County, or County, in its sole discretion, may provide FPL with an alternative, suitable location on the Property on which FPL may, at its sole cost, install the Equipment. If, however, the alternative location proposed by County is unsuitable to FPL, in its reasonable discretion, FPL shall have the right to terminate this Agreement upon thirty (30) days' written notice to County.

9.7 If any termination of this Agreement occurs pursuant to this Section 9, and such damage or destruction of any Premises is through no fault of County, FPL shall, at

its sole cost and expense, comply with the provisions under Section 3.2 and remove the Equipment in accordance with Section 19.

10. **Taxes.** FPL shall pay any personal property tax or any other taxes (other than real property taxes), or fees that are attributable to the Equipment or its installation or placement on or within the Premises or are attributable to this Agreement. FPL may challenge, whether in a court, administrative proceeding, or other venue, any personal property or other tax assessments that affect the Premises as a result of the Equipment. If County receives notice of any personal property or other property tax assessment against the Premises that may affect FPL, the Projects, or the Equipment, and that is attributable, in whole or in part, to the Equipment or any individual Project, County shall provide timely notice of such assessment to FPL, and FPL shall decide whether to consent to or timely challenge such assessment. \ Further, County shall provide FPL with any documentation in County's possession that is associated with such assessment, and County shall execute such documents as reasonably necessary to effectuate the intent of this section.

11. **Insurance.**

11.1 FPL will maintain at all times during the Term of this Agreement, the insurance designated in this section in accordance with the terms and conditions required by this section.

Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of "A-" Class VII. FPL shall name Broward County as an additional insured under the General Liability insurance policy. The policies shall meet or exceed the following minimum limits:

Commercial General Liability Insurance with coverage of not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.

Business Automobile Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage.

Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440. Coverage shall include Employer's Liability Coverage with minimum limits of One Million Dollars (\$1,000,000) per accident.

FPL has the right to meet the insurance designated in this section through any combination of self-insurance, primary, or excess coverage. Should FPL self-insure, then prior to accessing the Premises, FPL will provide County with a proof of such self-insurance with reference to publicly available financial statements and annual report and, upon request, such other publicly available information as County may reasonably request to determine the adequacy of self-insurance and compliance with this section.

For any Subcontractor hired by FPL, FPL shall provide County with an ACORD form or similar certificate of insurance reflecting that the Subcontractor carries Commercial General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence. FPL shall require its Subcontractor(s) to include Broward County as an additional insured on such policy.

11.2 Insurance coverage is not to cease and is to remain in force (subject to cancellation notice) throughout this Agreement. FPL shall notify County within thirty (30) days after cancellation or restriction of coverage for any policies carried by FPL and required by this section. If any insurance coverages will expire prior to the termination of this Agreement, FPL shall furnish copies of renewal certificates upon expiration. Any insurance policy providing coverage on a "claims-made" basis must remain in force for two (2) years after the termination of this Agreement.

11.3 Notwithstanding anything to the contrary herein, FPL waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by FPL's insurance hereunder.

11.4 The Parties hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Premises or the Property, a waiver of any right of subrogation which any insurer of one Party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

11.5 FPL's self-insurance does not provide additional insured status or offer a waiver of subrogation.

12. **Liability.**

Each party shall be responsible for liabilities, damages, losses and expenditures arising from its acts or omissions.

Each Party's liability to the other Party under this Agreement shall be limited to direct damages and shall exclude liability for special, indirect, punitive, or consequential damages. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. **Equipment to Remain Personal Property of FPL.** The Equipment is and will remain the property of FPL, its successors, or assigns, regardless of its use or manner of attachment to the Premises or the Property, and FPL agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Premises or the Property. County will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment. County hereby expressly

disclaims any right, title, or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

14. **Default by FPL.** The happening of any one or more of the following events shall be an event of default under this Agreement:

14.1 The failure of FPL to pay all compensation due or provide the RECs, as set forth in Section 4 above, or other charge or money obligation herein required to be paid by FPL, and such failure continues for a period of thirty (30) days after written notice of default from County; or

14.2 Except as may otherwise be provided in this Agreement, the failure of FPL to fully perform any other of its covenants under this Agreement and such failure continues for a period of thirty (30) days after written notice of default from County; however, if such nonmonetary failure cannot reasonably be cured within said thirty (30) day period and FPL has started to cure such failure within said thirty (30) days and is continuously and diligently prosecuting such cure toward completion, the cure period shall be extended an additional thirty (30) days (for a total of sixty (60) days from such written notice).

15. **County's Remedies.** County's remedies for an event of default by FPL shall include the following:

15.1 Upon an event of default for nonpayment of any compensation under Section 4 above, FPL shall pay interest to County, which shall accrue daily on the unpaid amount at the annual rate of six percent (6%) ("Interest").

15.2 Upon an event of default as set forth in Section 14.2 (except for performing any obligation of FPL under Section 9.1) then in addition to, and not by way of limitation of the exercise by County of any and all rights and remedies County may have as set forth in this Agreement or at law or in equity, County may: (a) cure the default and be reimbursed by FPL within sixty (60) days following FPL's receipt of County's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement as to such Premises; or (c) exercise any remedy County may have at law or in equity. In any action or proceeding to enforce any of FPL's obligations under this Agreement, County may recover all costs and expenses, including reasonable attorneys' fees incurred by County in connection with such action or proceeding or any appeal therefrom or review thereof.

15.3 If County terminates this Agreement as provided in Section 15.2, FPL shall, within thirty (30) days after such termination, remove the Equipment and restore the applicable Property, if needed, in accordance with Section 19. County's rights and remedies under this Agreement for any default by FPL are nonexclusive and cumulative.

16. **Default by County.** Failure of County to comply with any term, provision, or covenant of this Agreement shall be an event of default where such failure is not cured

within thirty (30) days after written notice thereof from FPL to County, or if such failure cannot be cured with thirty (30) days, where County shall have failed to start to cure such failure within thirty (30) days after written notice from FPL or shall not have continued to diligently prosecute such cure to completion.

17. **FPL's Remedies.** If an event of default by County shall have occurred, then in addition to and not by way of limitation of the exercise by FPL of any and all rights and remedies it may have at law or in equity, FPL shall have the right, at its election, then or at any time thereafter to terminate this Agreement without any penalty or further liability as follows:

17.1 Upon an event of default by County as set forth in Section 16, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by FPL of any and all rights and remedies FPL may have at law or in equity, FPL may: (a) cure the default and be reimbursed by County within sixty (60) days following County's receipt of FPL's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement; or (c) exercise any remedy FPL may have at law or in equity. In the event County fails to timely make such reimbursement to FPL as set for in subsection (b), FPL may deduct such amounts from any payments due County from FPL. In any action or proceeding to enforce any of County's obligations under this Agreement, FPL may recover all costs and expenses, including reasonable attorneys' fees incurred by FPL in connection with such action or proceeding or any appeal therefrom or review thereof.

Notwithstanding the foregoing, in the event County interferes or causes Interference with the Equipment and such Interference is not cured within the sixty (60) day period set forth in Section 8, in addition to the remedies set forth in Section 18, County shall also be required to reimburse FPL any and all reasonable costs incurred or expended by FPL in connection with the removal of the Equipment from the Premises, together with any and all reasonable costs incurred or expended by FPL in connection with either, at FPL's sole option, (i) the disposal of the Equipment, or (ii) the relocation of the Equipment to another part of the Premises, Property, or other real property, as applicable, whether or not such replacement real property is owned by County.

17.2 At the time that title to the Premises, or any portion thereof, transfers to a condemning authority pursuant to a taking of all or a portion of such Premises sufficient, in FPL's reasonable determination, to render the Premises unsuitable for FPL's use;

17.3 If the Equipment's exposure to sunlight becomes permanently and materially impaired due to the acts or omissions of any third party (e.g., the construction of neighboring structures, growth of trees in adjacent property) and the Parties fail, despite their joint commercially reasonable efforts, to cause such third party to eliminate such impairment within sixty (60) days of the commencement of the impairment; or

17.4 If, in the event of the sale, transfer, assignment, or sublicensing of the Premises, the transferee refuses to assume the obligations of County under this Agreement.

18. **Termination.**

18.1 FPL may terminate this Agreement in whole or in part for convenience at any time, upon no less than sixty (60) days' prior written notice to County. In the event all or any portion of this Agreement is terminated without cause by FPL, FPL shall remove the Equipment and restore the affected Premises as provided in Section 19.

18.2 Commencing upon the fifth (5th) year of the Initial Term and for the remainder of the Term, County may terminate this Agreement in whole or in part for convenience at any time, upon no less than sixty (60) days' prior notice to FPL. If Agreement is terminated by County for convenience, and FPL is not then in default, FPL shall remove the Equipment and restore the affected Premises as provided in Section 19, and County agrees to pay FPL an amount equal to (i) Two Hundred Nineteen Thousand Nine Hundred Eight Dollars (\$219,908.00) for the one (1) 32kW solar canopy installed on the Premises at Delevoe Park, and (ii) Twenty Thousand Dollars (\$20,000.00) per each individual unit of Equipment on the Premises (other than the above-referenced canopy at Delevoe Park) at the time of termination, in order to reimburse FPL for a portion of FPL's reasonable costs associated with removing and relocating the Equipment from the Premises.

18.3 Within ten (10) days after the date this Agreement expires or is earlier terminated, the Parties shall execute a Notice of Termination in recordable form discharging this Agreement. In the event FPL fails to execute and deliver the Notice of Termination within such ten (10) day period, FPL hereby authorizes County to execute and record the Notice of Termination without FPL's signature.

19. **Removal.** On or before the expiration of the Term or upon the earlier termination this Agreement, FPL shall remove the Equipment and repair and restore the Premises to substantially the same condition as existed immediately prior to installation of the Equipment, normal wear and tear excepted. FPL shall continue to have the right to reasonable access to the Premises in order to remove the Equipment and to perform its repair and restoration obligations at FPL's sole cost and expense. Removal of Equipment and the repair and restoration of the Premises shall be at FPL's sole cost and expense. If this Agreement is terminated earlier prior to the end of the Expected Equipment Life due to a default by County, removal of the Equipment and repair and restoration of the Premises shall be at County's sole cost and expense.

20. **Tax Credits, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on the Premises may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "Incentives"). As set forth in Section 4.2, County shall be the beneficiary of RECs. Other than RECs, FPL shall be the sole recipient and beneficiary of any other Incentives, which shall be distributed,

disbursed, or assigned in FPL's sole discretion. County shall have no right to any Incentives, except as otherwise agreed to in writing by FPL, other than RECs, which shall be allocated as provided in Section 4 above. All solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize and/or sell the Energy, shall be the sole property and right of FPL. Without FPL's prior written consent, County shall have no right to utilize Energy, to purchase the Energy from FPL, to sell the Energy, or to engage in any "net metering" involving the Energy.

21. **Assignment.** FPL may freely assign its interests in this Agreement to an Affiliate of FPL by providing County with thirty (30) days' prior notice. For purposes of this Section 21, "Affiliate" shall mean: (i) any party controlling, controlled by, or under common control with FPL; (ii) any entity in which FPL has management control and owns directly or indirectly at least fifty percent (50%) of the equity interest in such entity; or (iii) any party that acquires more than eighty percent (80%) ownership of all of the assets of FPL. Other than the foregoing, no party may assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned, or delayed.

22. **Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To County: Director, Broward County Parks and Recreation Division
950 NW 38th St.
Oakland Park, Florida 33309
Phone: 954-357-8100
E-mail: danwest@broward.org

with a copy to:

Purvi Bhoghaita, Director, Broward County Real Property Section
115 S. Andrews Ave., Room 501
Fort Lauderdale, Florida 33301
Phone: 954-357-6826
Email: pbhoghaita@broward.org

To FPL: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Vice President
Development and External Affairs, Office of Clean Energy
Email: Amy.Wilkes@fpl.com

23. **Miscellaneous.**

23.1 **No Waiver.** Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement by such Party. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party.

23.2 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, FPL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

23.3 **Public Records.** To the extent FPL is acting on behalf of County as stated in Section 119.0701, Florida Statutes, FPL shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of FPL upon termination of this Agreement or keep and

maintain public records required by County to perform the services. If FPL transfers the records to County, FPL shall destroy any duplicate public records that are exempt or confidential and exempt. If FPL keeps and maintains public records upon completion of this Agreement, FPL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of FPL to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. FPL will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that FPL contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, FPL must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by FPL as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by FPL. FPL shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF FPL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FPL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38TH STREET, OAKLAND PARK, FLORIDA 33309.

23.4 Severability. If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

23.5 Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

23.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

23.7 Publicity. The Parties shall, following reasonable consultation, develop mutually agreeable messages, template language, and graphics for routine press releases and communications. County acknowledges and agrees that FPL shall have the right (i) to issue press releases regarding use of the Equipment on the designated Project sites and to publicize FPL's involvement to FPL's customers and to the public; (ii) to use County's name in FPL's press releases, publicity, and advertising; and (iii) to display photographs of the Equipment on the designated Project sites in its advertising and promotional materials. FPL acknowledges that County shall have the right (i) to issue press releases regarding use of the Equipment and to publicize County's involvement to County customers and to the public; (ii) to use FPL's name in County press releases, publicity, and advertising; and (iii) to display photographs of the Equipment on the designated Project sites in its advertising and promotional materials. Special events and media opportunities departing from routine communications shall involve coordination and approval by the Parties. FPL in its sole discretion reserves the right to review any and all communications.

23.8 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

23.9 Independent Contractor. FPL is an independent contractor under this Agreement. FPL's construction or installation of the Projects on the Premises is independent in nature pursuant to its rights under this Agreement, and any services provided by or for FPL in constructing or installing the Projects on the Premises are subject to the supervision of FPL. Neither FPL nor its employees, contractors, or agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to FPL or FPL's agents any authority of any kind to bind County in any respect whatsoever.

23.10 Third-Party Beneficiaries. Neither County nor FPL intends to directly or substantially benefit a third party by this Agreement. Therefore, there are no third-party

beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of them.

23.11 Entire Agreement/Amendments. All of the representations and obligations of the Parties relating to the subject matter hereof are contained in this Agreement. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and FPL or others delegated authority or otherwise authorized to execute same on their behalf.

23.12 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

23.13 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A, B, B-1, and C are incorporated into and made a part of this Agreement.

23.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days unless expressly stated otherwise.

23.15 Counterparts. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

23.16 Force Majeure. FPL and County (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

23.17 Condemnation. If at any time during the Initial Term or any Extended Term of this Agreement, the power of eminent domain shall be exercised or threatened whether by condemnation proceeding or threat or imminence thereof (a "Taking") of the entirety of the Premises or of substantially all of the Premises shall occur so as to render the Premises unusable for the purpose set forth in this Agreement, such Taking shall be

deemed to have caused this Agreement to terminate and expire as of the date of such Taking. For purposes of this Agreement, the date of Taking shall be deemed to be the earlier of the date upon which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority, or the date in which title vests in such lawful power or authority. All monies required to be paid to County by FPL shall be paid up to the date of such Taking. FPL shall in all respects keep, observe, and perform all the terms and conditions of this Agreement up to the date of such Taking. County agrees to promptly notify FPL of any eminent domain proceeding, and FPL, at its sole cost and expense, will be entitled to join such proceeding and to defend FPL's interest in this Agreement affected by such proceeding, and, to the extent permitted by law, to be awarded damages attributable to the value of FPL's unexpired license in the Premises.

23.18 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

24. **Representations and Warranties**.

24.1 Representation of Authority. County and FPL each represents and warrants for itself that this Agreement constitutes a legal, valid, binding, and enforceable obligation, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the party has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the party. County and FPL each further represents and warrants for itself that execution of this Agreement is within its legal powers, and each individual executing this Agreement on its behalf is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

24.2 Public Entity Crime Act. FPL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. FPL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether FPL has been placed on the convicted vendor list.

24.3 Discriminatory Vendor and Scrutinized Companies Lists. FPL represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. FPL further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

24.4 County Title to Premises. County represents that, to the best of its knowledge, it has good and unencumbered title to the Premises.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2018, and Florida Power & Light Company, signing by and through its authorized representative, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Signature (Date)

By _____
Jeffrey S. Siniawsky (Date)
Assistant County Attorney

Print Name and Title above

JSS:dp
FPL Solar Energy Agreement
04/13/18
#60115

MASTER SOLAR ENERGY AGREEMENT BETWEEN BROWARD COUNTY AND
FLORIDA POWER & LIGHT COMPANY FOR CONSTRUCTION, INSTALLATION, AND
OPERATION OF SOLAR ENERGY PROJECTS AT BROWARD COUNTY PARKS

ATTEST:

FLORIDA POWER & LIGHT COMPANY

By _____

Printed Name: _____

(SEAL)

Title: _____

_____ day of _____, 2018

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, _____ of Florida Power &
Light Company, a Florida corporation, [] who is personally known to me or [] who has
produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires:
Commission Number:
(SEAL)

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION (THIS IS NOT A SURVEY)

LEGAL DESCRIPTION:

A PORTION OF TRACT "A", LYONS TRADEWINDS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A", THENCE NORTH 89°05'43" WEST ALONG THE NORTH LINE OF THE AFOREMENTIONED TRACT "A", A DISTANCE OF 699.67 FEET TO A FOUND PERMANENT REFERENCE MONUMENT, BEING A POURED CONCRETE MONUMENT WITH A BRASS DISC STAMPED: LS2187; THENCE SOUTH 14°24'40" WEST, 1856.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°10'51" EAST, 52.50 FEET; THENCE SOUTH 47°49'09" WEST, 20.18 FEET; THENCE SOUTH 50°08'15" EAST, 249.49 FEET; THENCE SOUTH 39°51'45" WEST, 20.00 FEET; THENCE NORTH 50°08'15" WEST, 252.28 FEET; THENCE SOUTH 47°49'09" WEST, 14.13 FEET; THENCE NORTH 42°10'51" WEST, 52.50 FEET; THENCE NORTH 47°49'09" EAST, 54.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING 7,879 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF NORTH 89°05'43" WEST ALONG THE EASTERN MOST NORTHERN LINE OF TRACT "A", LYONS TRADEWINDS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TO OBTAIN BEARINGS RELATIVE TO SAID PLAT, ROTATE THE GRID BEARINGS SHOWN HEREON 00°21'28" CLOCKWISE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON FEBRUARY 16, 2018. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

Benjamin B. Hoyle 03/12/2018

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

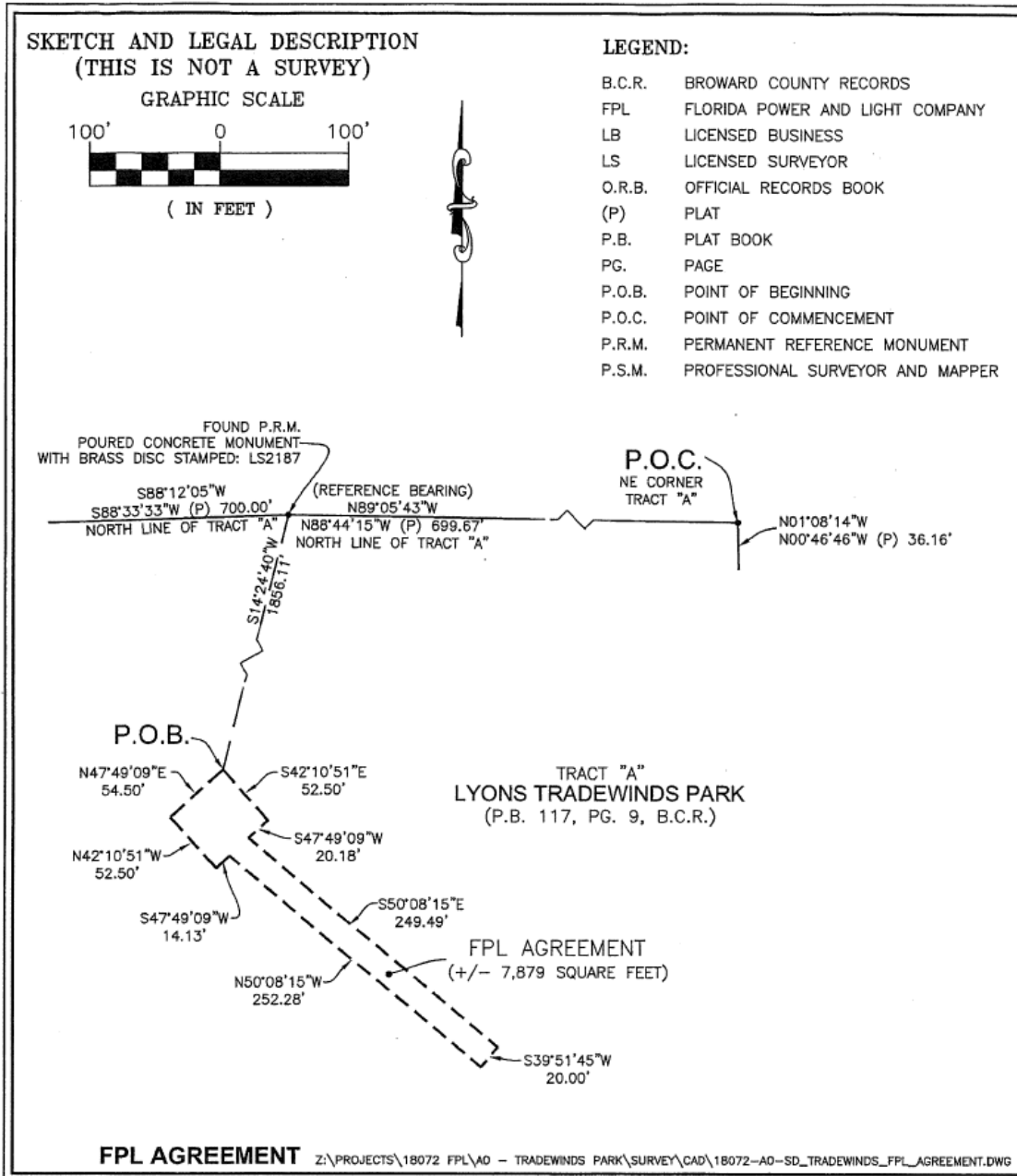


FPL AGREEMENT

Z:\PROJECTS\18072 FPL\A0 - TRADEWINDS PARK\SURVSY\CAD\18072-A0-SD_TRADEWINDS_FPL_AGREEMENT.DWG

SKETCH AND DESCRIPTION SOLAR TREES AT TRADEWINDS PARK SECTION 20-48-42 COCONUT CREEK, BROWARD COUNTY, FL	DATE 02/16/2018	DATE	REVISIONS	 LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616 SHEET NO. 1 OF 2 SHEETS PROJECT NO. 18072.A0-L
	SCALE AS SHOWN	3/12/18	CHANGE "LEASE" TO "AGREEMENT"	
	FIELD BK. N/A			
	DWG. BY D.E.R.			
	CHK. BY B.B.H.			

EXHIBIT A



SKETCH AND DESCRIPTION SOLAR TREES AT TRADEWINDS PARK SECTION 20-48-42 COCONUT CREEK, BROWARD COUNTY, FL	DATE 02/16/2018	DATE	REVISIONS
	SCALE AS SHOWN	3/12/18	CHANGE "LEASE" TO "AGREEMENT"
	FIELD BK. N/A		
	DWG. BY D.E.R.		
CHK. BY B.B.H.			

KS KEITH & SCHNARS
 LB 1337
 6500 NORTH ANDREWS AVENUE
 FORT LAUDERDALE, FL 33309-2132 (954)776-1616
 SHEET NO. 2 OF 2 SHEETS
 PROJECT NO. 18072 A0-L

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOT 1, C.B. SMITH PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 22°36'28" WEST, A DISTANCE OF 1482.07 FEET THE POINT OF BEGINNING; THENCE NORTH 38°15'22" WEST, 62.01 FEET; THENCE NORTH 51°44'38" EAST, 45.00 FEET; THENCE SOUTH 38°15'22" EAST, 30.00 FEET; THENCE SOUTH 51°44'38" WEST, 30.00 FEET; THENCE SOUTH 38°15'22" EAST, 32.01 FEET; THENCE SOUTH 51°44'38" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF PEMBROOK PINES, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,830 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) – REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF SOUTH 89°37'50" WEST ALONG THE SOUTH LINE OF LOT 1, C.B. SMITH PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TO OBTAIN BEARINGS RELATIVE TO SAID PLAT, ROTATE THE GRID BEARINGS SHOWN HEREON 01°39'58" CLOCKWISE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON FEBRUARY 19, 2018. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

[Signature] 03/12/2018

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

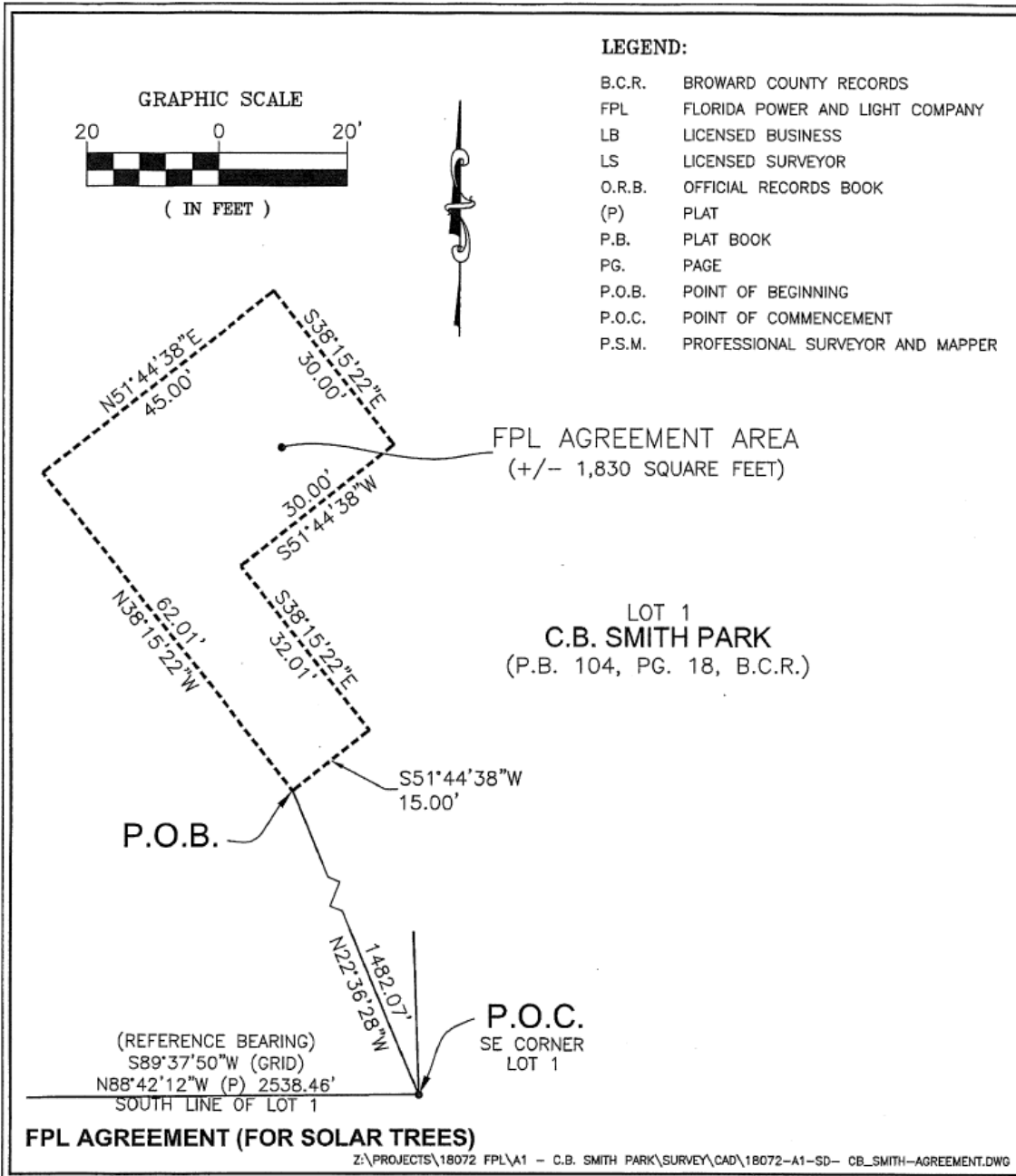


**FPL AGREEMENT
(FOR SOLAR TREES)**

Z:\PROJECTS\18072 FPL\A1 - C.B. SMITH PARK\SURVEY\CAD\18072-A1-SD- CB_SMITH-AGREEMENT.DWG

<p>SKETCH AND DESCRIPTION</p> <p>A PORTION OF LOT 1 C.B. SMITH PARK (P.B. 104, PG. 18, B.C.R.)</p> <p>PEMBROKE PINES, BROWARD COUNTY, FL</p>	<p>DATE <u>02/19/2018</u></p> <p>SCALE <u>AS SHOWN</u></p> <p>FIELD BK. <u>N/A</u></p> <p>DWG. BY <u>D.E.R.</u></p> <p>CHK. BY <u>B.B.H.</u></p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td>3/12/18</td> <td>CHANGE "LEASE" TO "AGREEMENT"</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	REVISIONS	3/12/18	CHANGE "LEASE" TO "AGREEMENT"							<p>KS KEITH & SCHNARS</p> <p>LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616</p> <p>SHEET NO. <u>1</u> OF <u>2</u> SHEETS PROJECT NO. <u>18072 A0-1</u></p>
	DATE	REVISIONS											
3/12/18	CHANGE "LEASE" TO "AGREEMENT"												
<p>DATE <u>03/12/2018</u></p>	<p>DATE <u>03/12/2018</u></p>												

EXHIBIT A



SKETCH AND DESCRIPTION

A PORTION OF LOT 1
C.B. SMITH PARK
(P.B. 104, PG. 18, B.C.R.)

PEMBROKE PINES, BROWARD COUNTY, FL

DATE 02/19/2018
SCALE AS SHOWN
FIELD BK. N/A
DWG. BY D.E.R.
CHK. BY B.B.H.

DATE	REVISIONS
3/12/18	CHANGE "LEASE" TO "AGREEMENT"

KS KEITH & SCHNARS

LB 1337
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33309-2132 (954)776-1616
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 18072.A1-L

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOT 1, C.B. SMITH PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 17°44'51" WEST, A DISTANCE OF 1654.85 FEET THE POINT OF BEGINNING; THENCE NORTH 81°58'06" WEST, 20.00 FEET; THENCE SOUTH 89°16'35" WEST, 139.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 74.00 FEET (RADIAL LINE THROUGH SAID POINT BEARS SOUTH 38°09'44" WEST), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°38'53", AN ARC DISTANCE OF 37.00 FEET; THENCE NORTH 52°01'20" EAST, 34.62 FEET; THENCE SOUTH 38°55'09" EAST, 22.98 FEET; THENCE NORTH 88°34'31" EAST, 134.51 FEET; THENCE SOUTH 81°58'06" EAST, 20.00 FEET; THENCE SOUTH 08°01'54" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF PEMBROOK PINES, BROWARD COUNTY, FLORIDA, AND CONTAINING 3,702 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

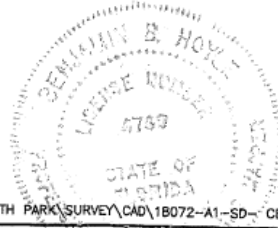
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF SOUTH 89°37'50" WEST ALONG THE SOUTH LINE OF LOT 1, C.B. SMITH PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TO OBTAIN BEARINGS RELATIVE TO SAID PLAT, ROTATE THE GRID BEARINGS SHOWN HEREON 01°39'58" CLOCKWISE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON FEBRUARY 19, 2018. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

B. B. Hoyle 03/12/2018
BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

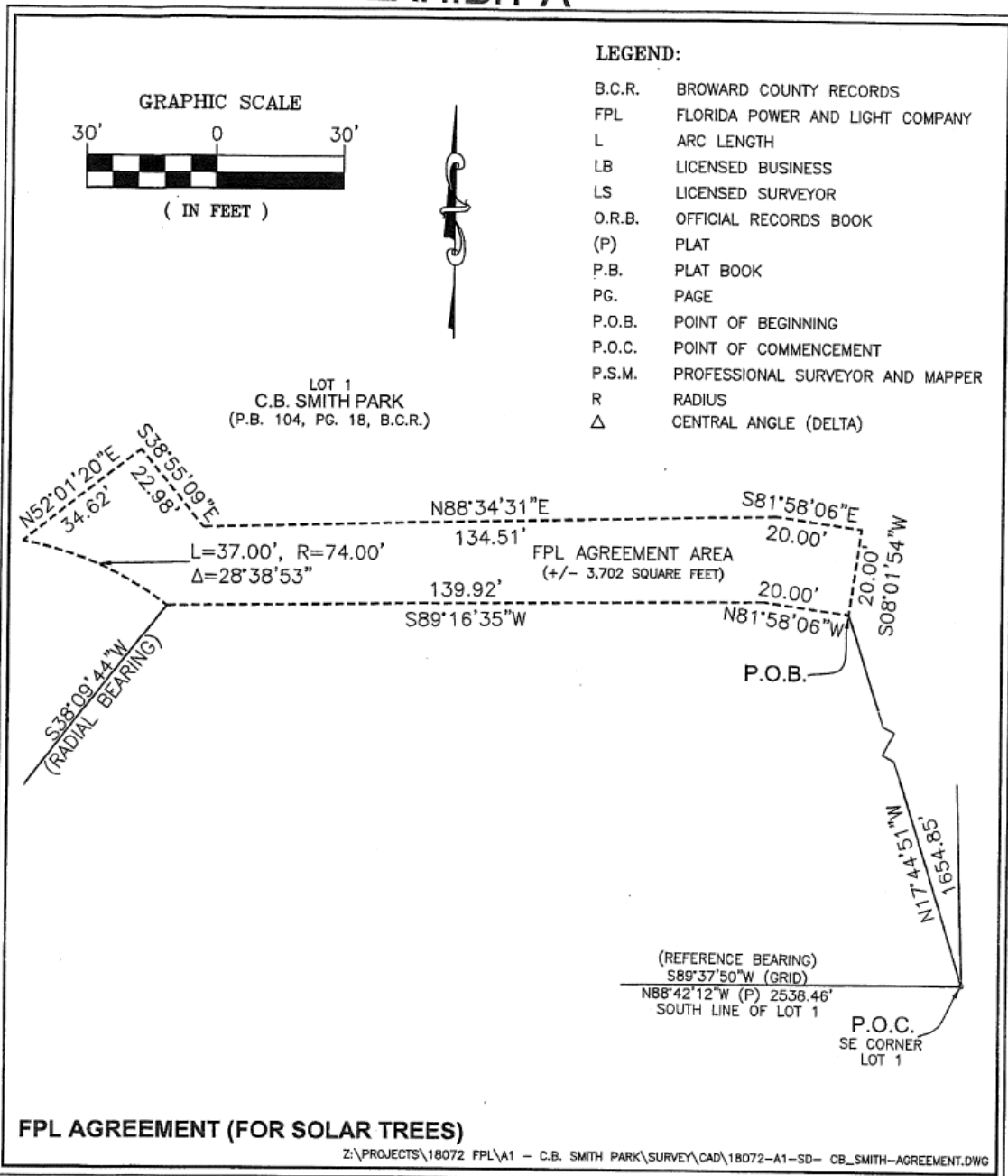


FPL AGREEMENT (FOR SOLAR TREES)

Z:\PROJECTS\18072 FPL\A1 - C.B. SMITH PARK SURVEY\CAD\18072-A1-SD-CB_SMITH-AGREEMENT.DWG

SKETCH AND DESCRIPTION A PORTION OF LOT 1 C.B. SMITH PARK (P.B. 104, PG. 18, B.C.R.) PEMBROKE PINES, BROWARD COUNTY, FL	DATE <u>02/19/2018</u> SCALE <u>AS SHOWN</u> FIELD BK. <u>N/A</u> DWG. BY <u>D.E.R.</u> CHK. BY <u>B.B.H.</u>	DATE REVISIONS 3/12/18 CHANGE "LEASE" TO "AGREEMENT" _____ _____ _____	 LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616 SHEET NO. <u>1</u> OF <u>2</u> SHEETS PROJECT NO. <u>18072.A0-1</u>

EXHIBIT A



SKETCH AND DESCRIPTION A PORTION OF LOT 1 C.B. SMITH PARK (P.B. 104, PG. 18, B.C.R.) PEMBROKE PINES, BROWARD COUNTY, FL	DATE 02/19/2018	DATE	REVISIONS	KS KEITH & SCHNARS LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616 SHEET NO. 2 OF 2 SHEETS PROJECT NO. 18072.A1-L
	SCALE AS SHOWN	3/12/18	CHANGE "LEASE" TO "AGREEMENT"	
	FIELD BK. N/A			
	DWG. BY D.E.R.			
	CHK. BY B.B.H.			

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION (THIS IS NOT A SURVEY)

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "A", "COMMUNITY EMPOWERMENT CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 135 AND 136, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PARCEL "A", SOUTH 01°47'10" EAST A DISTANCE OF 49.58 FEET; THENCE NORTH 88°07'11" EAST A DISTANCE OF 82.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°52'49" WEST A DISTANCE OF 56.50 FEET; THENCE NORTH 88°07'11"E A DISTANCE OF 66.75 FEET; THENCE SOUTH 66°48'55"E A DISTANCE OF 44.16 FEET; THENCE NORTH 60°33'47"E A DISTANCE OF 195.00 FEET; THENCE NORTH 20°51'41"E A DISTANCE OF 58.41 FEET; THENCE NORTH 18°24'22" WEST A DISTANCE OF 64.26 FEET; THENCE SOUTH 73°56'19" WEST A DISTANCE OF 34.50 FEET; THENCE NORTH 20°45'47" WEST A DISTANCE OF 15.05 FEET; THENCE NORTH 73°56'19"E A DISTANCE OF 50.13 FEET; THENCE SOUTH 18°24'22"E A DISTANCE OF 84.01 FEET; THENCE SOUTH 20°51'41" WEST A DISTANCE OF 69.18 FEET; THENCE SOUTH 60°33'47" WEST A DISTANCE OF 253.36 FEET; THENCE SOUTH 88°07'11" WEST A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 10,968 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) – REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF SOUTH 01°47'10" EAST ALONG THE EAST LINE OF PARCEL "A", "COMMUNITY EMPOWERMENT CENTER" (PLAT BOOK 178, PAGES 135 AND 136, BROWARD COUNTY RECORDS). TO OBTAIN PLAT BEARINGS, ROTATE THE GRID BEARINGS SHOWN HEREON 00°03'36" COUNTERCLOCKWISE.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON FEBRUARY 16, 2018. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS



BY: DAVID E. ROHAL, P.S.M.
FLORIDA REGISTRATION NO. 4315



FPL AGREEMENT AREA

Z:\PROJECTS\18072 FPL\91--DELEVOE PARK\SURVEY\CAD\18072.91--SD_DELEVOE--FPL AGREEMENT.DWG


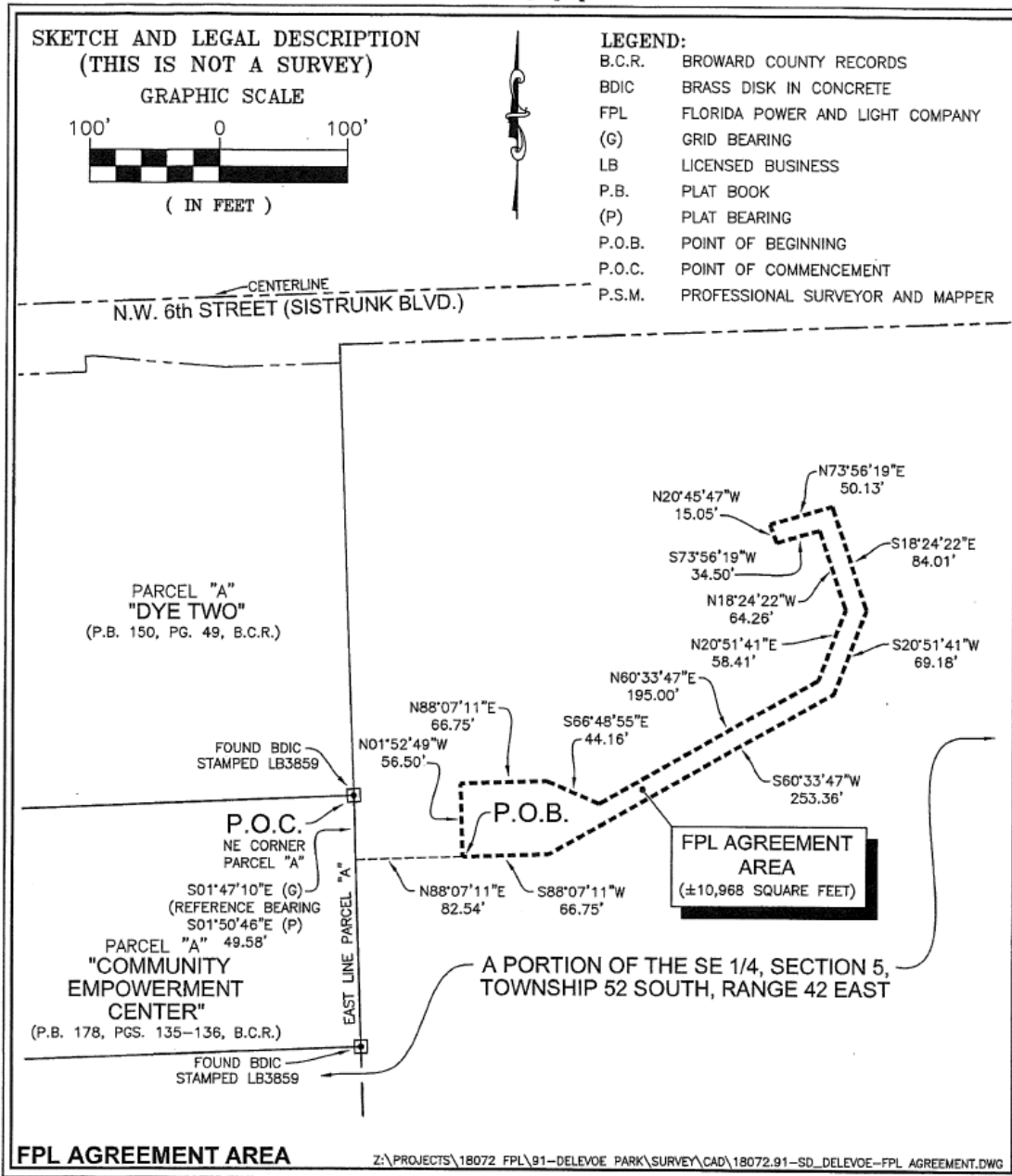
<p>SKETCH AND DESCRIPTION</p> <p>SOLAR CANOPY AT DELEVOE PARK</p> <p>SECTION 5-50-42 BROWARD COUNTY, FLORIDA</p>	DATE <u>2/16/2018</u>	DATE	REVISIONS	 <p>KS KEITH & SCHNARS</p> <p>LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616</p> <p>SHEET NO. <u>1</u> OF <u>2</u> SHEETS PROJECT NO. <u>18072.911</u></p>
	SCALE <u>AS SHOWN</u>	3/12/18	CHANGE "LEASE" TO "AGREEMENT"	
FIELD BK. <u>N/A</u>				
DWG. BY <u>der</u>				
CHK. BY <u>B.H.</u>				

EXHIBIT A



SKETCH AND DESCRIPTION SOLAR CANOPY AT DELEVOE PARK SECTION 5-50-42 BROWARD COUNTY, FLORIDA	DATE <u>2/16/2018</u>	DATE REVISIONS 3/12/18 CHANGE "LEASE" TO "AGREEMENT"	 LB 1337 6500 NORTH ANDREWS AVENUE FORT LAUDERDALE, FL 33309-2132 (954)776-1616 SHEET NO. <u>2</u> OF <u>2</u> SHEETS PROJECT NO. <u>18072.91L</u>
	SCALE <u>AS SHOWN</u>		
	FIELD BK. <u>N/A</u>		
	DWG. BY <u>der</u> CHK. BY <u>B.H.</u>		

EXHIBIT B

PROJECTS OBJECTIVES

County and FPL (collectively "the Parties") support renewable energy and solar projects in Broward County, which could reduce regional greenhouse gas emissions, and expand community participation in renewable energy initiatives through education and outreach, and the Parties have entered into a Master Solar Energy Agreement (the "Agreement") for such purposes. In keeping with the foregoing objectives, the Parties will collaborate in the installation of solar energy projects ("Projects") at the designated site(s) on the Premises as described in the Agreement and as agreed to in writing by FPL and the Contract Administrator. The Projects are in support of County's efforts to advance solar as a prominent renewable energy strategy as part of County operations and throughout the community, and FPL's efforts to increase public participation in solar technology through this voluntary solar project.

Background and Justification

The Broward County Board of County Commissioners ("Board") has identified energy conservation, efficiency, and diversification as vital to economic vitality, environmental sustainability, and community well-being. The Board has adopted diverse strategies and recommendations to advance programs, investments, and infrastructure needed to support the transition to a clean-energy economy. This includes approval of strategies detailed in the Broward Community-wide Climate Change Action Plan (May 2010) which recommendations were advanced by the Southeast Florida Regional Climate Change Compact as part of the Regional Climate Action Plan (August 2012), both of which emphasize renewable energy development, solar technologies, and community engagement as necessary actions.

Specifically, the Board has established a regional greenhouse gas emissions ("GHG") reduction goal of 82% below 2003 levels by 2050, committed to improving energy efficiency in agency operations by 20% by 2020, and established a renewable energy goal of 20% for County operations and facilities. To further this latter goal, on October 28, 2014, the Board adopted a Renewable Energy Action Plan which specifically identifies this community solar project as one of the pilot projects intended to expand County's renewable energy portfolio and encourage future projects through community outreach.

The Board has recognized that a diversity of partnerships and the collective application of resources and expertise will be necessary to achieve our collective success. This includes not only community participation, but federal agency and industry partnerships. The Projects under the Agreement compliment current activities involving collaborations with the U.S. Department of Energy ("DOE") as part of Florida Go Solar project, focused on the specific advancement of rooftop solar, and the recent designation of the region as a Climate Action Champion by the White House, designed to support County's achievement of a 2% per year reduction in GHG emissions.

Solar Project Description

FPL has initiated a new program of community-based solar projects. County's Environmental Planning and Community Resilience Division contacted FPL program managers to explore the potential for County properties to serve as locations for one or more installations. The solar projects are intended to spur individual support in similar community-based solar projects through voluntary contributions toward solar projects. The Projects under the Agreement will be constructed by FPL with the goal of generating community support for similarly-scaled projects elsewhere in the Broward County and throughout FPL's service area.

Based on County's regional leadership on diverse climate and energy initiatives, and as a regional provider of services, County is uniquely positioned as a site for this opportunity. County parks offer an opportunity to promote solar power and encourage sustainable projects in a way that is highly visible to park patrons. In addition, the Projects can offer shade and features such as integrated tables and USB chargers for convenience to park patrons.

Project Elements

The Projects will be located on the Properties identified in the Agreement on a number of Premises to spread awareness across County. In some areas, solar trees will be installed in one of two designs: Curve and Lift. In larger spaces, canopies will be installed over special event stage areas, or large rooftops. Sample designs and renderings are depicted in Exhibit B, Solar Energy Projects Locations, of the Agreement. The specific placement of the Projects and any pertinent signage will be determined in coordination with County staff pursuant to the Approved Plans. Projects design will maintain full compliance with ADA requirements. The final design, scheduling, phasing, and construction and installation of the Projects will be subject to approval by County.

The Projects' design, permitting, construction, and installation shall be at the full expense of FPL pursuant to the Florida Public Service Commission's approved program. FPL shall be solely responsible for the maintenance of the Projects for the Projects' duration (an expected 20 to 30 years). It is acknowledged that energy produced by the Projects will be returned directly to the power grid that is owned, maintained, and operated by FPL; however, County will be provided compensation as provided under the Agreement for use of the Properties to locate the various Projects in accordance with the Agreement.

EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS

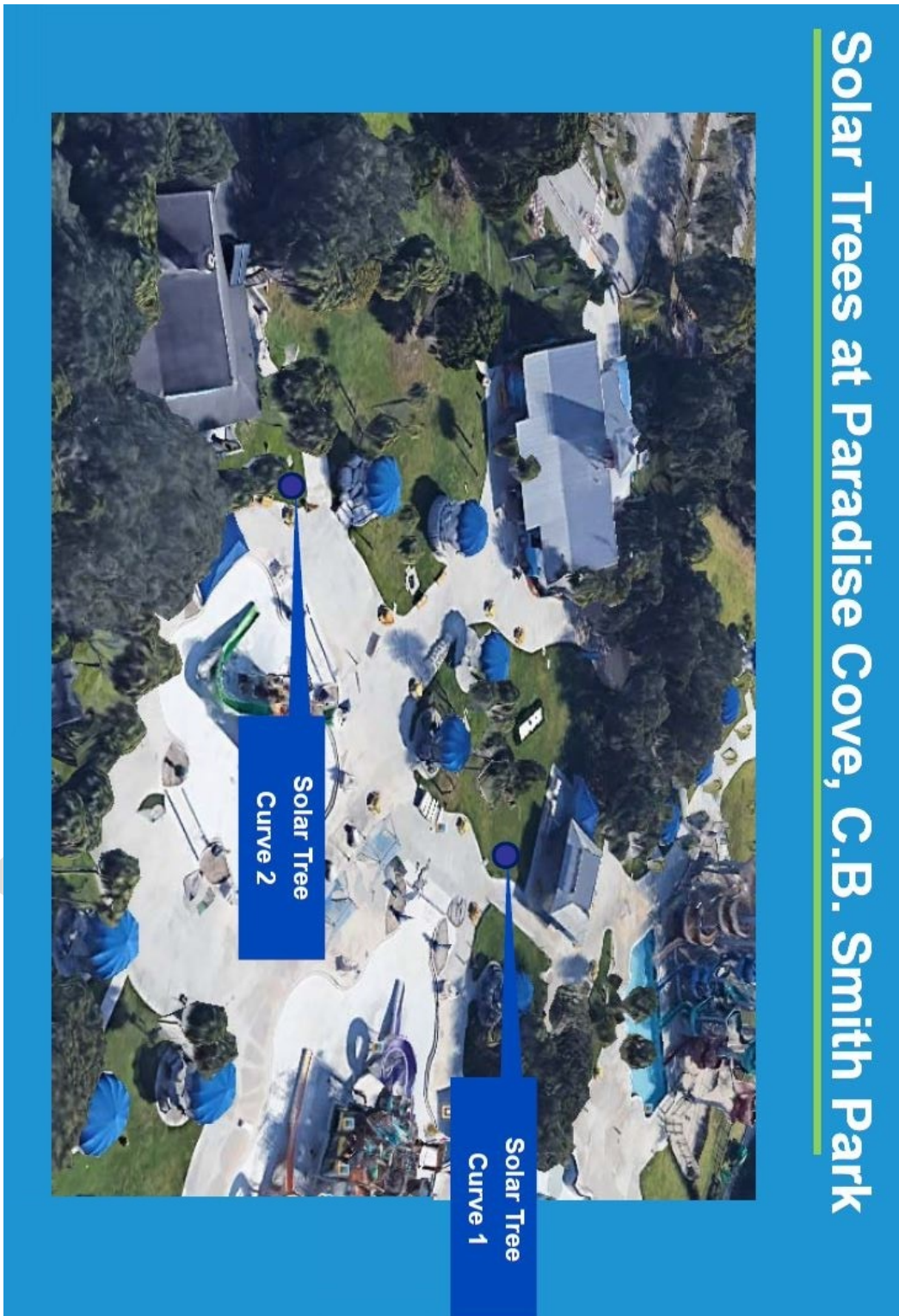


EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS (Continued)

Solar Trees at Paradise Cove, C. B. Smith Park

Curve Tree #1

***Sidewalk will extend around solar tree for ADA accessibility**



Solar Trees at Paradise Cove, C.B. Smith Park

Curve Tree #2



EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS (Continued)



EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS (Continued)



EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS (Continued)



EXHIBIT C

SOLAR ENERGY PROJECTS LOCATIONS (Continued)

Solar Trees at Tradewinds Park



Solar Trees at Tradewinds Park



EXHIBIT C-1 SIGNAGE

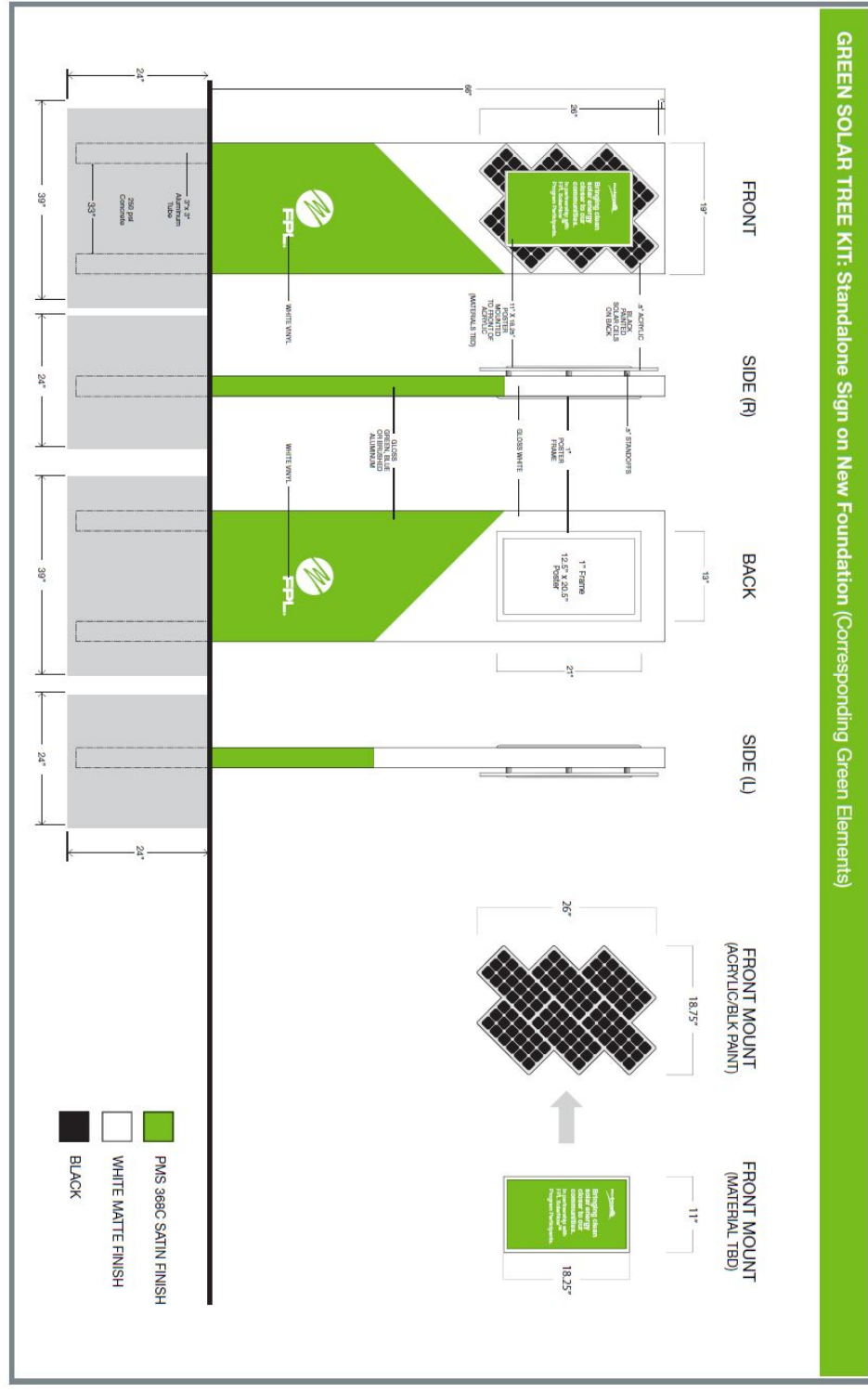


EXHIBIT C-1

SIGNAGE
(Continued)



EXHIBIT C-1

SIGNAGE
(Continued)



EXHIBIT C-1

SIGNAGE
(Continued)

