

SUBSTATION LICENSE AND ACCESS AGREEMENT

**THIS SUBSTATION LICENSE AND ACCESS AGREEMENT** (“**License**”), is made this \_\_\_\_\_ day of [\_\_\_\_], 2018 (the “**Effective Date**”) by and between Florida Power & Light Company, a Florida corporation (“**Licensor**”), whose mailing address is 700 Universe Blvd., CRE/JB, Juno Beach, Florida 33408-0420, and City of Vero Beach, a municipal corporation organized and existing under the laws of the state of Florida, whose mailing address is 1053 20<sup>th</sup> Place, Vero Beach, Florida 32961 (the “**City**”), the School Board of Indian River County, Florida, whose mailing address is 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (the “**School Board**”) and Indian River County, a political subdivision of the State of Florida whose mailing address is 1801 27<sup>th</sup> Street, Building A, Vero Beach, FL 32960 (the “**County**” and together with the City and the School Board, collectively the “**Licensee**”). Licensor and Licensee each is called a “**Party**” and together are called the “**Parties**.”

**WITNESSETH**

WHEREAS, the Parties have entered into and are contemporaneously herewith consummating an Asset Purchase and Sale Agreement, dated \_\_\_\_\_, 2017 (the “**APA**”) in connection with Licensor’s acquisition of certain assets of Licensee. this License; and

WHEREAS, immediately prior to the date of this License, Licensee has used substations numbered 10- Central Beach; 11- South Beach; 20-County Line; 3-Mall Substation; 5- Piper Substation; 6- Gifford Substation; 7- West Substation; 8-South Substation; and 9- North Substation and the real property on which such Substations are located (collectively, the “**Existing Substations**” for the housing, operation, maintenance, repair and replacement of Licensee’s communication equipment which is unrelated to the operation, protection and control of the electric utility assets to be purchased by Licensor; and

WHEREAS Licensor intends to construct a new substation on real property which is the subject of the Substation Easement Agreement between the Parties (“**New Substation**”) (the Existing Substations together with the New Substation are referred to collectively as the “**Licensed Premises**”) and

WHEREAS, pursuant to the APA, Licensor will obtain title to, and easement for or a lease of the Licensed Premises; and

WHEREAS, pursuant to a Fiber License Agreement, dated the date hereof, between the Parties (the “**Fiber License Agreement**”) Licensee has licensed the use of certain fiber assets (the “**Fibers**”) to Licensor; and

WHEREAS, Licensee requires certain access to the Licensed Premises, and Licensor is willing to provide Licensee such access under the terms of this License;

WHEREAS, Licensor plans to relocate, under the terms of this License, the Communications Equipment, as defined below, and Licensor is willing for Licensee to do so;

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

## TERMS, CONDITIONS, AND PROVISIONS

1. **Use.** Licensee may use the Licensed Premises solely for: (a) the transmission and reception of telecommunication signals pursuant to all applicable rules and regulations including without limitation, the Federal Communications Commission ("FCC"); (b) perform no less than annual inspections, testing, and all necessary maintenance, relocation and restoration required in order that the Fibers may operate within certain required parameters; and (c) the construction, installation, operation, alteration, maintenance, repair, removal, and replacement of communication equipment including horizontal and vertical conduits, cables, wires, fibers, junction boxes, hangers, pull boxes and other appurtenant facilities and improvements owned or operated by Licensee or by Licensee together with Indian River County and the School Board of Indian River County, Florida under the Revised and Restated Joint Fiber Optics Project Interlocal Agreement, made as of May 19, 2015, singularly and collectively (collectively, the "**Communications Equipment**") for the purpose of providing telecommunication services to or for the benefit of entities other than and in addition to Licensor, but not for any other purpose. Licensee and its authorized personnel and subcontractors may at any and all times, enter the Licensed Premises, including Licensor's substation control structures at those structures where Licensee's Communications Equipment is installed and/or for the specific purposes set forth above. Licensee shall, and shall ensure that its personnel and subcontractors, (i) only enter the Licensed Premises while being escorted by an FPL Transmission employee and (ii) at all times strictly comply with the instructions of such FPL Transmission employee. Licensee is the sole owner of substation 1, and nothing in this License will be deemed or construed as granting, acknowledging or conveying any interest in such substation to Licensor. However, operation of such substation is subject to the Substation Equipment Operating and Dismantling Agreement between the Parties and Licensor acknowledges and agrees that Licensee will continue to use the fiber optic system located at substation number 1 until such lines and system is modified, moved or relocated in accordance with the Substation Equipment Operating and Dismantling Agreement.

2. **Term.** This License shall continue in full force and effect until all of the following have occurred: (a) Licensor has relocated all Communications Equipment from the current location of such Communications Equipment to the locations approved by the parties as a part of the Change Plan, defined below, as to each parcel of the Licensed Premises and (b) the appropriate instrument or agreement is executed and delivered by Licensor permitting the Communication Equipment to remain at the location constructed in accordance with the Change Plan on a permanent basis as described in Section 5 (d) below, and (c). Licensee has accepted such relocated Communications Equipment. .

3. **Access Fees.** If access to the Licensed Premises, or any of them, is required by Licensee solely for the purpose of accessing the Licensee's Communications Equipment, and for no other purpose, Licensee shall have the right during the first five years after the Effective Date to make entry free of charge no more than two (2) trips per month, each trip not to exceed ten (10) hours, including travel time between substations ("Monthly Allowed Access"). Licensee may visit more than one substation during a particular trip. Should Licensee exceed the Monthly Allowed Access, Licensee shall be charged the sum of One Hundred Dollars and 00/100 (\$100.00) per hour for each hour or partial hour access to any of the Licensed Premises is required (the "Access Fees"). Such Access Fees shall constitute an offset, on a dollar for dollar basis, against any one or more payments due to be made from Licensor to Licensee as License Fees pursuant to the terms of the Fiber License Agreement. Notwithstanding anything to the contrary herein, Licensee shall not be required to pay Access Fees if such access is required for work, which shall include without limitation, resolving Fiber outages and performing conductivity tests for Fiber issues, to be performed on the Fibers. Licensee agrees to pay the fees specified in this section 3 as to its access to

substation 1 to compensate Licensor for any Licensor personnel needed to accompany Licensee employees or contractor at the substation for safety reasons.

4. **Licensor's Rights.** Licensee agrees to never claim any interest or estate of any kind or extent whatsoever to or in the Licensed Premises by virtue of this License or the occupancy or use hereunder. Licensee's use of the Licensed Premises shall always be subordinate to Licensor's rights to and in the Licensed Premises, except as may be otherwise provided in the Fiber License Agreement. Licensor reserves the right to enter upon the Licensed Premises at any time and Licensee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees accordingly. Licensor, its employees and contractors are not and shall not be responsible or liable for any injury, damage or loss to Licensee resulting from Licensor's use and/or Licensee's use of the Licensed Premises. Licensor may at its sole discretion, install and/or permit others to install facilities upon, over and/or under the surface of the Licensed Premises, provided that such installation shall not interfere with Licensee's ability to access the Fibers.

5. **Conditions and Restrictions On Use.**

(a) With respect to any work undertaken by Licensee in or around the Licensed Premises, Licensee shall at its sole cost and expense comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the Licensed Premises or use of the Licensed Premises. Licensee shall not within the Licensed Premises construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement without prior written permission from Licensor. All work to be performed by Licensee upon the Licensed Premises shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Licensor for written approval thereof. Licensee shall not commence any such work until plans and specifications have been approved by Licensor. Licensee shall pay directly on its own behalf for all costs associated with construction and maintenance of all improvements and facilities that it constructs, operates and maintains upon the Licensed Premises. Licensee shall not cause or allow any waste of the Licensed Premises and shall not remove soil, import soil or alter the existing surface elevation of the Licensed Premises without first obtaining written permission of Licensor. Licensee shall pay for all utility and other services furnished to or for Licensee upon the Licensed Premises.

(b) Licensee shall not use the Licensed Premises in any manner which, in the sole opinion of Licensor, might interfere with Licensor's use of the Licensed Premises or might reasonably be expected to cause a hazardous condition to exist. Licensee acknowledges that electrical equipment and appurtenances including, but not limited to utility poles, overhead and underground wires, cables, circuits, insulators, transformers, guy wires, and guy wire anchors (collectively "**Licensor Facilities**"), are installed or may be installed over, upon and under the surface of the Licensed Premises by Licensor and by others and are conductors of high-voltage electricity. Licensee understands that contact with or disturbance of any of these Licensor Facilities may cause a condition hazardous to persons and/or property. Licensee shall exercise extraordinary precautions to prevent injury or damage to persons and/or property that could result from contact with or disturbance of Licensor Facilities. Licensee shall notify its employees, agents, contractors, subcontractors, licensees and invitees of the existence of Licensor Facilities when working in the vicinity of the Licensed Facilities.

(c) Licensee shall not cause or allow anything to exceed fourteen (14) feet in height above the surface of the Licensed Premises, nor allow any equipment capable of extending greater than fourteen (14) feet above the surface of the Licensed Premises to be brought upon the Licensed Premises, except that this provision shall not apply to equipment and items brought onto the Licensed Premises by Licensor or Licensor's employees, agents, and contractors. Licensee shall utilize effective dust control

measures to prevent contamination of high-voltage circuit insulators. In each and every location where an electrical circuit exists above the surface of the Licensed Premises, Licensee shall not allow to be planted in the ground within less than fifty (50) lateral feet of such circuit, any type of vegetation that is capable of growing to a height greater than fourteen (14) feet above the ground surface. Licensor shall have the right, but no form of obligation, to inspect the Licensed Premises to determine if Licensee is in compliance with all terms, conditions and provisions of this License.

(d) Within five (5) years after the Effective Date, Licensor shall remove all of Licensee's Communications Equipment from the relay vaults in each of the Licensed Premises and relocate such Communications Equipment in each case to an enclosure provided by Licensor in an area approved by Licensor and Licensee which does not require escorted access, and in such manner as Licensor shall determine in its sole but reasonable discretion ("**Change Plan**"). Licensor shall be responsible for the payment of all costs associated with the removal of Licensee's Communication Equipment from the relay vaults to a mutually agreeable area upon the Licensed Premises that does not require escorted access under the Plan. Licensor shall prepare a detailed design to accomplish the Change Plan and submit it to Licensee for review and approval, which will not be unreasonably withheld by Licensee. Upon Licensee's approval of the Change Plan, Licensor shall commence and complete such work in a safe manner consistent with generally accepted construction standards, in a good and workmanlike manner employing materials of good quality and in compliance with all applicable laws, approvals and authorizations. Licensee's approval of any portion of the Change Plan is not a representation that such Change Plan is in compliance with applicable legal requirements or that the Communications Equipment will not cause interference with other communications operations on or near the Licensed Premises, or that the Communications Equipment will function appropriately for Licensee's purposes following execution of the Change Plan. Licensor shall be solely responsible for performing all work under the Plan in a manner that does not unreasonably cause interference with or impair the function of the Communications Equipment for Licensee's purposes and, upon reasonable notice from Licensee, Licensor shall perform at its sole expense all work reasonably necessary to restore the functionality of the Communications Equipment or resolve any interference with the Communications Equipment.. In no event, however, shall Licensor, or any of Licensor's employees, agents, contractors, subcontractors or suppliers be liable for any indirect, consequential, incidental, or special damages, however caused and regardless of the theory of liability asserted (including negligence or tort) arising out of this License, or any work, facilities or equipment provided hereunder, even if Licensee has been informed of the possibility of such damages. As the Change Plan is completed for each parcel comprising the Licensed Premises, Licensor will grant an easement or other property right as may be reasonably necessary or expedient, and to the extent of Licensor's interest in the Licensed Premises, to permit the Communication Equipment to remain permanently at the new location as constructed in accordance with the Change Plan.

## **6. Environmental.**

(a) Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed upon, under, transported across, or stored upon the Licensed Premises, which restricts, impairs, interferes with, or hinders the use of the Licensed Premises by Licensor or the exercise by Licensor of any of its rights thereto.

(b) After the Effective Date, Licensee may perform a Phase I and/or Phase II environmental site assessment as per ASTM criteria to investigate the existing environmental condition of the Licensed Premises that is the subject of this License. The performance or the failure to perform an environmental

site assessment does not relieve the Licensee from compliance with any other provision of this section. Licensee shall maintain copies of any local, state or federal permits, licenses or other authorizations required for any and all of its activities on the Licensed Premises and present copies of such permits, licenses or other authorizations to Licensor and to any local, state and federal governmental agency official that requests to see the same.

(c) Licensee shall not create or contribute to any Environmental Contamination, Unauthorized or Unpermitted Wetland Impacts, Unpermitted Groundwater Wells, Illegal Use of Ground or Surface Waters or any Other Environmental Impacts, (collectively, referred to as “**Environmental Conditions**”) as a result of its use of the Licensed Premises.

(1) Environmental Contamination is defined as any spilling or discharge of any chemical constituent by the Licensee to the environment that results in any pollution, sheen or contamination of the groundwater, surface water, soil, or any other environmental media, on or from the Licensed Premises, above the federal, state or local regulatory levels; including, (a) for groundwater: Chapters 62-777, Table I, 62-520, or 62-550 of the Florida Administrative Code (“**FAC**”); (b) for surface waters: Chapters 62-777, Table I, or 62-302 of the FAC; and (c) for soils: Chapters 62-777, FAC, Table II; or above natural background levels.

(2) Wetland Impacts are defined as activities impacting areas defined as “**wetland**” under the following: (a) federal law (for example, Section 404 of the Clean Water Act); (b) federal rules (for example, current approved Army Corps of Engineers (“**ACOE**”) Delineation Manual); (c) federal guidance; (d) state law (for example, Section 373.019(22), Florida Statutes); (e) state rules (for example, Chapter 62-340, FAC); (f) state guidance; (g) case law as formulated that further explains wetland jurisdictional criteria; or (h) local law (for example, Miami-Dade County Ordinances; (i) local guidance; or (j) local policy. Unauthorized or Unpermitted Wetland Impacts shall mean the failure to obtain all required federal, state and local permits to impact the wetland or undertaking any action or activity in violation of any such permits. Some examples of permits needed to impact the wetland are the Miami-Dade County Department of Environmental Resources Management Permits, the State of Florida Department of Environmental Protection or Water Management District Permits, and the Federal ACOE Permits.

(3) Unpermitted Groundwater Wells means the installation or the use of an existing groundwater well without obtaining the appropriate state and local permits for the well installation and/or well pumping for use of groundwater or surface water in the area.

(4) Illegal Use of Ground or Surface Waters means the withdrawal or use of either ground water or surface water without obtaining any required consumptive use or water use permits from the St. Johns River Water Management District (“**SJRWMD**”) or in violation of any consumptive use or water use permit issued by the SJRWMD.

(5) Other Environmental Impacts, include, but are not limited to; failure to apply pesticides consistent with labeling instructions; failure to dispose of pesticide containers as per label instructions; failure to have licensed and trained personnel applying pesticides; failure to properly manage pesticide mix/load sites to avoid pesticide release to soils or surface waters in quantities or concentrations other than that specified on the label application instructions; or any violations of Federal Insecticide, Fungicide, and Rodenticide Act, or its state law equivalent; or any violations of the Florida Department of Agriculture and Consumer Services rules or Best Management Practices for the activities contemplated by this License.

(d) If the Licensee causes any Environmental Conditions to occur because of the performance of activities contemplated by this License, Licensee shall notify Licensor immediately upon discovery. Licensee acknowledges that the failure to deliver such notification may cause Licensor to file a damage claim against Licensee and confers to Licensor the right to terminate this License as set forth in Section 8. Within seventy-two (72) hours of discovering such Environmental Conditions, Licensee shall, at its sole cost and expense, correct such condition or situation; provided that the Licensor retains the right to enter upon the Licensed Premises and correct any such condition or situation at any time. Any release notifications required to be submitted to federal, state or local regulatory agencies, because of the actions of Licensee pursuant to this License or any other notifications based on Environmental Conditions, shall be coordinated with Licensor.

(e) If Licensee, or its employees, contractors, subcontractors or anyone else working at the direction of the Licensee causes Environmental Conditions on the Licensed Premises, or causes contamination that originates on the Licensed Premises, the Licensee, on its own behalf and on behalf of its shareholders, officers, directors, employees, servants, agents, and affiliates, shall and hereby does forever hold harmless, indemnify, and release Licensor, and its parent, subsidiaries, shareholders, officers, directors, employees, servants, agents and affiliates (collectively "**Licensor Entities**"), not including Licensee which is part of Licensor Entities, of and from all claims, demands, costs, loss of services, compensation, actions or investigations on account of or in any way growing out of the Environmental Conditions, and from any and all known and unknown, foreseen and unforeseen damages, and the consequences thereof, resulting from the Environmental Conditions, including but not limited to, restoration of the site to the condition existing prior to the Environmental Conditions.

7. **Right to Cure.** Licensor, at its sole discretion, may remove or cause to be removed by it or by its employees, agents, contractors, subcontractors, licensees, and invitees, all objects, materials, debris, or structures that could create a condition hazardous to persons or property or interfere with Licensor's use of its Licensed Premises or with Licensor Facilities. All costs expended by Licensor pursuant to this section which are caused by Licensee, its employees, agents, contractors, subcontractors, licensees, and invitees, are and shall be the sole obligation of Licensee, who shall reimburse Licensor upon demand. If any of Licensee's activities or Licensee's use of the Licensed Premises results in an interruption of electric utility service, then Licensee shall reimburse Licensor for all costs to restore electric utility service, not to exceed \$1 million.

8. **Default.** A party shall be in default under this License if such party fails to perform any obligation required under this License and such failure continues for more than thirty (30) days after written notice, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such party shall not be in default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion. Upon the occurrence of a default, the non-defaulting party shall not have the right to terminate the License, but may seek any and all other remedies available at law and/or equity, including but not limited to an action for recovery of monetary damages or specific performance. Except as set forth to the contrary herein, any right or remedy of Licensor and Licensee shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

9. **Surrender.** Upon termination or expiration of this License, Licensee shall vacate and leave the Licensed Premises in as good a condition as existed prior to the Effective Date excluding any change in conditions resulting from the work performed by Licensor under the Change Plan. No later than thirty (30) calendar days following the date upon which this License becomes expired, terminated or revoked,

Licensee shall remove all remaining personal property and improvements, if any, placed in areas requiring escorted access within the Licensed Premises by Licensee and shall repair and restore and save Licensor harmless from all damage caused by such removal. If all such personal property and improvements placed in areas requiring escorted access within the Licensed Premises by Licensee are not so removed by Licensee within the above prescribed thirty (30) day period, then Licensor shall have the right to take possession of and appropriate unto itself, without any payment or offset thereof, any remaining personal property and improvements placed in areas requiring escorted access within the Licensed Premises by Licensee or any other entity acting on Licensee's behalf, and/or Licensor shall have the right to effect removal of such personal property and improvements at Licensee's sole cost and expense, the amount of which Licensee agrees to reimburse to Licensor immediately upon Licensor's demand. It expressly understood and agreed by Licensor and Licensee that the surrender rights under the section of the Substation License Agreement do not apply to any Licensee personal property or improvements relocated to areas that do not require escorted access upon the Licensed Premises under the Change Plan.

**10. No Encumbrances.** Licensee expressly covenants and agrees that the Licensed Premises shall not be subject to any encumbrance by any mortgage, lien, financial instrument or other agreement outside of or in addition to this License, nor shall the Licensed Premises be liable to satisfy any indebtedness that may result from Licensee's operation or activity. Licensor expressly covenants and agrees that the Licensee's Communications Equipment shall not be subject to any encumbrance by any mortgage, lien, financial instrument or other agreement outside of or in addition to this License, nor shall the Licensee's Communications Equipment be liable to satisfy any indebtedness that may result from Licensor's operation or activity.

**11. Indemnity.** Each party (each an "Indemnifying Party") shall exercise its respective rights and privileges herein at its sole risk and agrees to indemnify and save harmless the other party (each an "Indemnified Party"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by the Indemnified Party, incurred by any person, natural or artificial, by reason of the death of or injury to any person or damage to any property arising from or in connection with the use of the Licensed Premises by such Indemnifying Party and its employees, agents, contractors, subcontractors, licensees, and invitees. Such Indemnifying Party agrees to defend, at its sole cost and expense, but at no cost and expense to the Indemnified Party, any and all suits or actions instituted against the Indemnified Party for the imposition of such liability, loss, cost, and expense arising from the use of the Licensed Premises by the Indemnifying Party and its employees, agents, contractors, subcontractors, licensees, and invitees. Notwithstanding the foregoing, Licensee's obligations under this Section 11 shall be subject to the limitations set forth and provided for in Section 768.28 of the Florida Statutes with respect to injury to or death of employees or agents of Licensor or property damage of Licensor or its employees or agents, in each case caused directly by employees of Licensee.

**12. Insurance.** During the Term, Licensor and Licensee shall maintain, at their respective sole cost and expense, a liability policy with minimum limits of \$1,000,000.00 for bodily injury or death of a person(s), and \$1,000,000.00 for property damage arising out of each single occurrence, and workers compensation coverage as mandated by the applicable laws of the State of Florida. Said policy shall be endorsed to insure against obligations assumed by Licensor or Licensee, respectively, in the indemnity herein. A certificate of insurance shall be furnished to Licensor and Licensee evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of Licensor or Licensee Entities, as the case may be, until ten (10) days advance written notice has been furnished to Licensor. Upon request, copies of said policy will be furnished to Licensor or Licensee, respectively. Notwithstanding anything to the contrary set forth herein, the Parties shall be permitted to elect to self-insure, provided the

limits and coverage under such self-insurance program is not less than the insurance that would otherwise be provided as set forth in this Section 12 above.

**13. No Transfer.** Licensee shall not, without the prior written consent of Licensor, allow any other entity or party to occupy or use the Licensed Premises or in any way transfer, assign, lease, sublease, license, sublicense or in any other manner, convey this License to any entity or party not specifically named herein by Licensor as a party to this License. Licensee shall not hypothecate this License, nor enter into any license, concession agreement, mortgage, contract or other agreement which conflicts with or is contradictory to the terms and provisions of this License.

**14. Holding Over.** If Licensee continues to occupy and/or use the Licensed Premises, or any part thereof, after expiration, termination or revocation of this License, then no tenancy, ownership or other legal interest in the Licensed Premises to the benefit of Licensee shall result therefrom, but such holding over shall be an unlawful detainer and all parties occupying and/or using the Licensed Premises shall be subject to immediate eviction and removal and Licensee shall upon demand pay to Licensor, as liquidated damages, a monthly sum equal to the monthly License Fees owed by Licensor to Licensee pursuant to the Fiber License Agreement for and during any and all period(s) which Licensee and/or its employees, agents, contractors, subcontractors, licensees, and invitees fail to vacate the Licensed Premises after the date upon which this License becomes expired, terminated, or revoked.

**15. Waiver of Jury Trial.** Licensee and Licensor knowingly, voluntarily and intentionally waive any and all right(s) they may have to a trial by jury with respect to any litigation based upon, or arising from, under, or in connection with this License, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of Licensee or Licensor. In any and all litigation arising out of or in connection with enforcement of the terms, conditions or provisions of this License, the prevailing party in such litigation shall be entitled to recovery of each and all of its costs, including reasonable attorneys' fees.

**16. Applicable Law and Venue.** This License, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Florida. Venue for all legal matters arising out of, or in connection with this License are and shall be the courts of the State of Florida in Indian River County, Florida, which court shall have exclusive jurisdiction for such purpose. If any term, condition or provision, or any part thereof, is found by a Florida court to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this License.

**17. Time and Entire Agreement:** Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Licensor and Licensee. This instrument constitutes the entire agreement between the parties hereto and relative to the License, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this License must be in writing and executed by both Licensor and Licensee in order to be deemed valid and enforceable. If Licensor or Licensee fails or elects to not enforce the other party's breach of any term, condition or provision of this License, then Licensor's or Licensee's failure or election to not enforce the other party's breach shall not be deemed a waiver of the non-breaching party's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this License.



**18. Notices.** All notices associated with and related to this License shall be deemed to have been served upon the date and time received by Licensor or Licensee at the addresses set forth in the Preamble by: government postal service, private delivery service, electronic email or facsimile transmission. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

**19. Counterparts.** This License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be signed and executed effective as of the Effective Date.

**Witnesses for Licensor:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Licensor:**

Florida Power & Light Company,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Witnesses for Licensee:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Licensee:**

City of Vero Beach, Florida, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE REVIEW**  
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

Approved as to technical requirements:

\_\_\_\_\_  
Ted Fletcher  
Director of Electric Utility Operations

Approved as to technical requirements:

\_\_\_\_\_  
Timothy J. McGarry  
Director of Planning and Development

Approved as conforming to municipal policy:

\_\_\_\_\_  
James R. O'Connor  
City Manager

Approved as to technical requirements:

\_\_\_\_\_  
Cynthia D. Lawson  
Director of Finance

*Indian River County Execution Page*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Agreement to be executed as of the Effective Date.

ATTEST:

**INDIAN RIVER COUNTY,**  
a political subdivision of the State of Florida

\_\_\_\_\_

By: \_\_\_\_\_

[SEAL]

*School Board of Indian River County, Florida Execution Page*

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the undersigned have caused this Agreement to be executed as of the Effective Date.

**ATTEST:**

**SCHOOL BOARD OF INDIAN RIVER COUNTY  
FLORIDA**

\_\_\_\_\_

By: \_\_\_\_\_

[SEAL]