LICENSE AGREEMENT
(FPL License # 0005-ND-1998)

THIS LICENSE AGREEMENT, hereinafter also referred to as "License" and/or "Agreement", is made this 25th day of MAY, 2010, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company" and the School Board of Brevard County, a political subdivision of the State of Florida, whose mailing address is 2700 Judge Fran Jamison Way, Viera, FL 32940 hereinafter referred to as "Licensee".

WITNESSETH

WHEREAS, Company is the owner of title in fee simple to property in Brevard County, Florida, hereinafter referred to as "Land" and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

AND, WHEREAS, Licensee desires to occupy and use the Land as stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Company hereby grants and Licensee hereby accepts this License to use and occupy the Land upon the following terms, conditions and provisions:

TERMS, CONDITIONS AND PROVISIONS

1. Use: The Land is to be used by Licensee solely for the operation and maintenance of an existing 2 ½" force main, but for no other purpose. Licensee shall obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Land and provide to Company copies of any permits it obtains for the use of the Land. Licensee shall pay for all utility and other services furnished to or for Licensee on the Land.

2. Term: This License is for a term of twenty (20) years, unless earlier terminated as provided herein, beginning upon the 16th day of August, 2003 and ending upon the 15th day of August 2023.

3. Rental: Licensee hereby covenants and agrees with Company, that during the initial term of this License, Licensee shall pay to the Company the total amount of Zero Dollars and Zero Cents ($0.00) plus sales tax if applicable, commencing upon the first day of the term of this License in installments according to "Rent Schedule / Payment Amount" below. All payments shall be made to the Company at the following address upon receipt of invoice:

FPL
General Mail Facility
Miami, Florida 33188-0001

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<th>Rent Schedule</th>
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4. **Company's Rights:** Licensee hereby acknowledges that Company is the owner of fee simple title to the Land described herein and agrees never to claim any interest or estate of any kind or extent whatsoever in the Land by virtue of this License or the occupancy or use hereunder. Licensee's use of the Land shall always be subordinate to Company's rights in the Land. Company reserves the right to enter upon the Land at any time for its purposes and Licensee shall notify its employees, agents, contractors, invitees, and licensees accordingly. Company and its contractors will not be responsible or liable for any damage or loss to Licensee resulting from Company's use thereof for such purposes. Further, Company may at its discretion install or permit others to install upon the Land other overhead or underground facilities.

5. **Restrictions on Use:** Licensee shall not use the Land in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Land or may tend to cause a hazardous condition to exist. Specifically, Licensee shall not cause or permit any waste of the Land, including the removal of soil, addition of fill or altering of existing grade, without the written permission of Company. Licensee shall keep the Land clean and clear so as to prevent it from becoming unsightly and shall not store materials and will see to it that no debris or trash is dumped or deposited thereon. Licensee shall keep the Land free and clear of rodents, bugs and vermin, and Licensee shall use, at its cost and at such intervals as Company shall reasonably require, a reputable pest extermination contractor to provide extermination services to the Land. Licensee shall drill no well on the Land nor construct or erect any building, structure, fixture, fence, shelter, attachment, or other improvement, whether the same be permanent or temporary, without prior written permission of Company. Any work to be performed by Licensee on the Land shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Company for written approval thereof. It is expressly agreed that Licensee shall not commence any such work until said plans and specifications have been so approved by Company. It is understood by Licensee that electrical equipment and appurtenances, including overhead and underground wires installed or to be installed on the Land by Company are conductors of high-voltage electricity. Licensee understands that disturbance of any of these facilities may cause a hazardous condition. Licensee will exercise extraordinary precautions so as to prevent damage or injury to property or persons in the vicinity of such facilities. Licensee agrees to notify its employees, agents, contractors, invitees and licensees of the existence of said high-voltage facilities and other installations. Licensee shall maintain effective dust control measures to prevent contamination of insulators. No equipment capable of extending greater than fourteen feet (14') above existing grade shall be permitted on the Land. Licensee shall not at any time permit trees, brush, plants, or any other foliage to exceed a height of fourteen feet (14') above existing grade. Licensee shall have the affirmative obligation of annually trimming trees, brush, plants or any other foliage to comply with this fourteen-foot requirement and is obligated to provide Company with written notice that it has complied with this obligation on an annual basis. Company, in turn, shall have the right to inspect the Land to make certain that Licensee has complied with this requirement. Any violations of compliance with these vegetation requirements will result in the immediate cancellation of this License.

6. **Company's Right to Cure:** During the term of this License, Company, at its sole discretion, has the right to remove or cause to be removed by it or its contractors, all objects, materials, debris, or structures that create a hazardous condition to Company's facilities or interfere with Company's use of its facilities. Company may, at its sole discretion at any time during the term of this License, require the Licensee to post a bond in an amount determined by the Company to be necessary to protect its facilities. Said bond may be drawn upon by the Company in the event it must expend costs to cure any and all violations under this License, hazardous conditions and restore power resulting from electrical outages. All costs expended by Company pursuant to this paragraph will be the sole obligation of Licensee and will be reimbursed to Company immediately upon demand. In the event any of Licensee's activities on or use of Company's land result in electrical outages, all costs incurred by Company to restore power are the sole responsibility of Licensee and will be reimbursed to Company immediately upon demand. Any failure by Licensee to comply with its obligations under the terms of this paragraph will result in the immediate cancellation of this License without waiving Company's right to pursue any other remedies for damages.

7. **Fencing:** Fences may be installed on, over or across the Land upon obtaining prior written permission from Company, provided Licensee installs gates of adequate size to provide Company vehicles with ingress and egress to its facilities at all times. Such gates shall be provided at all locations where the fences cross Company patrol and fire roads and at all locations otherwise specified by Company. Fences and gates are to be grounded according to Company's specifications.
8. **Environmental:** 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 on, under, transported across, or stored on the Land, which restricts, impairs, interferes with, or hinders the use of the Land by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Land and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee’s failure to comply with the provisions of this Agreement. Licensee further agrees that spraying of herbicides will be done in a manner so as to prevent the spray from making contact with Company facilities. Spraying using aircraft is strictly prohibited.

9. **Compliance with Laws:** Licensee agrees at its sole cost and expense to comply with all laws, rules, and regulations of any governmental authority having jurisdiction over the Land or use of Land and to employ practices standard in the County in which the Land is located for the purpose for which this License is granted and for the protection of the Land.

10. **Termination:** Either Company and/or Licensee may terminate this License by giving the other party at least ninety (90) days written notice of such termination. If Company terminates this Agreement for any reason not related to Licensee’s breach thereof, then Company shall refund to Licensee, all unexpired and unused prorated portion of Licensee’s advanced rental payment. Company may, at its election, terminate this License forthwith at any time if Licensee fails to comply with or abide by each and all of the provisions hereof or keep all and singular Licensee’s promises and agreements herein, and any advance payments which may have been paid by Licensee to Company hereunder shall be retained by Company as and for liquidated damages. It being understood and agreed that the damages to be incurred by Company in the event of Licensee’s failure to perform hereunder are not capable of being ascertained with mathematical precision as of the date of execution and delivery hereof. This License will terminate automatically upon the death or dissolution of the Licensee or if Licensee shall become insolvent or bankrupt or make an assignment for the benefit of creditors.

11. **Surrender:** At the commencement of this License, or at any time during the term thereof, Company at its sole discretion, may require Licensee to post a surety bond in an amount determined by the Company to ensure that Licensee shall quietly and peaceably surrender and deliver possession of the Land upon the expiration, revocation or other termination of this License. Licensee is required to deliver the Land in as good a condition as existed prior to the date of commencement hereof and within five (5) business days of such expiration, revocation or termination of this License. Licensee shall remove all personal property placed by it on the Land and shall repair and restore and save Company harmless from all damage caused by such removal. If such property is not so removed by Licensee, Company shall have the right to take possession of and appropriate to itself, without any payment or offset thereof, any property of Licensee or anyone claiming under Licensee then remaining on the Land. Company shall have the right to make such removal at Licensee’s sole cost and expense, the amount of which Licensee agrees to pay to Company upon demand.

12. **Notices:** All notices under this License shall be deemed served when deposited in the United States mail, registered or certified mail or prepaid overnight courier and addressed to the parties at the addresses first written above. 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.

13. **No Encumbrances:** Licensee expressly covenants and agrees that the Land shall not be subject to any encumbrance by any mortgage or lien nor shall the Land be liable to satisfy any indebtedness that may result from Licensee’s permitted operation.
14. **Indemnity:** Company, its parent, subsidiaries, affiliates and each of their respective officers, directors, employees and agents (hereinafter referred to collectively and singularly as "FPL Entities") shall not be liable for any death or injury to person(s), or damage to real or personal property arising out of or in connection with Licensee's occupancy and use of the Land; nor shall FPL Entities be liable in any way for operations carried on by Licensee or any public, quasi-public or private companies, or governmental agencies or affiliated entities, or for loss of property by theft. Licensee shall assume all risk of loss of or damage to its own real and personal property and that of its employees, patrons, agents, contractors, subcontractors, vendors and invitees however occurring, except as may otherwise be specially provided under the terms of the License. Licensee shall exercise its privilege hereunder at its own risk.

15. **Insurance:** Licensee shall, during the period of this license or any extension thereof, maintain at its sole expense a liability insurance policy or maintain a self-insurance trust fund that will protect the Licensee to the maximum dollar limits as outlined in Florida Statute 768.28. As requested the Licensee shall provide the Company with a certificate of insurance or certify they maintain a trust fund as described in Florida Statute. In all claims for or against the Licensee, nothing in this agreement shall be deemed as a waiver of sovereign immunity for, the LICENSEE beyond the statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

16. **Ingress & Egress:** Company makes no warranties or representations concerning the Land or any means of ingress thereto or egress therefrom. Licensee shall not use for ingress and egress the right-of-way adjoining the subject property and Licensee shall not use the patrol and finger roads within the right-of-way for any purpose not herein expressly provided. At Company's structures, a strip of land forty feet (40') wide, twenty feet (20') on each side of the structures, including anchors and appurtenant equipment, shall not be used.

17. **No Transfer:** Licensee may not, without the prior written consent of Company, transfer, assign, sublet, enter into any license or concession agreement, or mortgage or hypothecate this License.

18. **Taxes & Assessments:** Licensee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements made by Licensee, alterations, changes and additions made by Licensee, merchandise and personal property of any kind owned, installed or used by Licensee in, on or upon the Land.

19. **Holding Over:** If Licensee remains in possession of the Land, or any part thereof, after any termination of this License, no tenancy or interest in the Land shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Licensee shall upon demand pay to Company, as liquidated damages, a sum equal to double the rental as set forth in Section 3 during any period which Licensee shall hold the Land after the Term has expired.

20. **Waiver of Jury Trial:** Licensee knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, 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.

21. **Applicable Law and Venue:** These terms and conditions are governed and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this agreement shall be subject to a court of competent jurisdiction within the State of Florida. If any part of these terms and conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any of the remaining provisions.
22. **Time & Entire Agreement:** Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Company and Licensee. This instrument constitutes the entire agreement between the parties relative to the License hereby granted, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification, or supplement to this License must be in writing and executed by both Company and Licensee. Waiver by Company of any breach of any term or provision hereof shall not be deemed a waiver of subsequent breach of the same or any other term or provision hereof.

23. **Conflict of Law:** Should any provision of this License be determined by a court of competent jurisdiction illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this License, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys’ fees.

24. **Headings:** The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. All terms used herein shall be construed as embracing such number and gender as the character of the party or parties require(s).

25. **Radon:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in the State the Land is located. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

**Witnesses for Company:**

Signature:  
Print Name: __________________________

Signature:  
Print Name: __________________________

**Witnesses for Licensee:**

Signature:  
Print Name: __________________________

Signature:  
Print Name: __________________________

**COMPANY:**

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation

By: __________________________  
Name: Dean Girard  
Its: Asset Manager

**LICENSEE:**

SCHOOL BOARD OF BREVARD COUNTY,  
A political subdivision of the State of Florida

By: __________________________  
Name: Amy Kneessy  
Its: Chairman

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EXHIBIT "A"

A strip of land 15 feet in width lying 7.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 13, Township 23 South, Range 35 East run East along the North line of said Section 13 for 255.97 feet; thence South 166.41 feet; thence South 18° 32' 20" East, 2150.13 feet; thence South 0° 35' 39" West 168.47 feet; thence East 248.36 feet; thence South 00° 16' 14" East 318.38 ± feet to the southerly right of way of Elkcam Blvd thence; East 7.5 feet to the Point of Beginning of said centerline, thence South 00° 16' 14" East 818.82 feet to the Point of Termination of said centerline. Said Point of Termination hereinafter called Point "A"

Together With

A strip of land 10 feet in width lying 5 feet on each side of the following described centerline.

Commencing at the aforementioned Point "A" thence North 00° 16' 14" West 5 feet; thence East 7.5 feet; to the Point of Beginning of said centerline; thence continuing East 381.56 feet; thence South 20° 25' 54" East a distance of 450 feet to the Point of Termination of said centerline.