

Attachment 10

Easement granted to Florida Power d-b-a Progress Energy Florida

Mary Olson

From: Mary Olson
Sent: Sunday, February 12, 2012 8:40 PM
To: Mary Olson
Subject: FW: CFBC - Levy

----- Original Message -----

From: [Peterson, John R.](#)
To: bberger@bellsouth.net
Sent: Wednesday, December 14, 2011 11:10 AM
Subject: RE: CFBC - Levy

Ms. Berger:

Governor Scott asked me to respond to your e-mails dated December 7th. As you are likely aware, in August of 2009 the Governor and Cabinet approved the Progress Energy Levy Nuclear Power Plant (LNP), which is a two-unit nuclear power plant located in Levy County. Approval has not yet been granted from the Nuclear Regulatory Commission and partner federal agencies. I'm hopeful that this response will serve to share certain project facts with you as DEP understands them.

As part of the LNP project, Progress Energy Florida proposed limited dredging in the Cross Florida Barge Canal (CFBC) to facilitate construction of the required barge slip, intake structure and blow down pipeline. The canal will also be slightly widened. There is no intent to deepen the canal below its current depth. Studies have found that the existing depth is more than adequate for the barges needed to transport construction materials.

Progress Energy Florida has an existing easement for the barge slip as part of the upland easement granted in 2010. A sovereign submerged lands lease for the barge slip, intake structure and pipeline will be reviewed by the Florida Department of Environmental Protection (FDEP) as part of the post-certification submittals which are required under the Levy Plant Site Certification. PEF will also pursue an upland easement from the state on the Cross Florida Greenway for a portion of the pipeline right-of-way.

Additional details:

- *Proposed Barge Slip and Intake Structure*
 - The dredging necessary for the barge slip and intake structure is very limited and necessary to connect these facilities to the CFBC.
 - The intent is to slightly widen the canal to accommodate the barge slip and intake structure, not to deepen the canal below current depth.
 - The barge slip and intake structure will be constructed just west of the Inglis lock on property with the upland easement granted to PEF in 2010 (Easement number 31959). The sovereign submerged lands lease (barge slip) and easement (intake structure) will be processed by the FDEP as part of the post-certification submittals under the Levy Plant Site Certification (PA08-51C).
- *Proposed Blowdown Pipeline*

- The dredging for the pipeline construction is limited to a proposed 100 foot right of way crossing of the CFBC for the installation of the pipelines.
 - The area dredged to install the pipeline will be backfilled to the current depth once construction is complete.
 - The pipeline is proposed to cross the CFBC just west of the US19 bridge over the barge canal. The sovereign submerged lands easement for the pipeline crossing will be processed by the FDEP as part of the post-certification submittals under the Levy Plant Site Certification (PA08-51C). PEF will also be pursuing an upland easement from the state on the Cross Florida Greenway for a portion of the pipeline right of way.
- *Proposed Barge Traffic*
 - PEF intends to use barges to transport construction materials to the barge slip and then to the LNP site via the heavy haul road.
 - PEF plans to use standard barges with a maximum draft of 8 feet with the heaviest load shipped as part of the logistics and transportation plan for the LNP project.
 - Based on recent studies by PEF, depths in the CFBC and offshore generally exceed 9 feet and depths in the CFBC approach generally exceed 16 feet. There is no need to deepen the canal below its current depth for this barge traffic.

Thank you for the opportunity to respond to your concerns.

Sincerely,

John R. Peterson
 Office of the Ombudsman and Public Services
 Department of Environmental Protection
 3900 Commonwealth Boulevard, MS 49
 Tallahassee, Florida 32399
 PH: 850-245-2118
 FAX: 850-245-2128
 Email: john.r.peterson@dep.state.fl.us

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: bberger [mailto:bberger@bellsouth.net]
Sent: Wednesday, December 07, 2011 2:33 PM
To: Governor Rick Scott
Subject: Fw: CFBC - Levy

Honorable Governor Rick Scott.

Please pull up the attachment. It is 28 pages of Progress Energy's plans for digging the Barge Canal deeper by 10 more feet, which is NOT allowed. It was stopped at 12 foot depth as they hit salt water and it would have harmed the Floridan Aquifer. Governor Chiles and the Cabinet signed a Resolution, dated Jan. 22, 1991 stopping it as Congress required that to give Florida the land, now known as Greenways & Trails.

P. L. 101-640 sec. 402 .of Nov. 28, 1990 on deauthorization of the Cross Florida Barge Canal. It is stated that if Florida violates the Resolution they will be sued. PEF also plans to haul all their building material by barge up to their planned barge port and pipe their cooling water 15 miles south to the Crystal River Plant. There has never been a barge that made it up the Barge Canal. The "Aiple, half loaded tried it and went aground.

The planned barge port is on land deeded to Florida for the Inglis Playground Area. There certainly could not be a commercial enterprise there.

Please take a few minutes to share your comments on the service you received from the department by clicking on this link. [DEP Customer Survey](#).

From: [bberger](#)
To: [Betty Berger](#)
Sent: Saturday, December 03, 2011 3:31 PM
Subject: Fw: CFBC - Levy

----- Original Message -----

From: [Bruner, Douglas](#)
To: bberger@bellsouth.net
Cc: ['Hambrick, Gordon A SAJ'](#) ; [Anderson, Brian](#) ; [LevyCOL Resource](#)
Sent: Thursday, November 17, 2011 1:13 PM
Subject: CFBC - Levy

Hi Betty,

It was a please talking with you. Per our conversation, and regarding your concern with dredging in the Cross Florida Barge Canal, I have attached a document from Progress Energy that may assist you with understanding the extent and requirements imposed for dredging in the canal.

Sincerely,

Doug Bruner

Mary Olson

From: bberger [bberger@bellsouth.net]
Sent: Wednesday, January 18, 2012 6:42 PM
To: Mary Olson
Cc: Dan Hilliard
Subject: Fw: CFBC - Levy
Attachments: 0365718.pdf

----- Original Message -----

From: [Mulkey, Cindy](#)
To: bberger@bellsouth.net
Cc: [Peterson, John R.](#)
Sent: Wednesday, January 18, 2012 2:02 PM
Subject: FW: CFBC - Levy

Hello Ms. Berger,

John Peterson asked me to assist with your request in the email below.

I have attached a copy of Easement 31959. Let me know if there is anything else I can help you with.

Cindy Mulkey

Cindy Mulkey
Administrator, Siting Coordination Office
Department of Environmental Protection
Mail Station 48
3900 Commonwealth Blvd.
Tallahassee, Florida 32399
Phone: 850-245-2175
FAX: 850-245-2020

From: bberger [<mailto:bberger@bellsouth.net>]
Sent: Monday, January 16, 2012 8:48 PM
To: Peterson, John R.
Cc: Betty Berger; Peterson, John R.
Subject: Re: CFBC - Levy

Hi - In your e mail to me, Dec. 14, 2011 you mention the sovereign submerged lands lease (barge slip) and (Easement number 31959 under Levy Plant site Certification (PA08-51C). I believe this was done by Gov. Crist, which is illegal, as Gov. Chiles stopped all Barge Canal construction Jan. 22, 1991. It was 12 feet deep, 150 feet wide at that time. The federal USACE would not give Florida the lands they owned without this Resolution. They state that if the Resolution is broken they will sue Florida. That land is now Greenways & Trails .

PEF plans to deepen the Barge Canal an additional 10 feet for the Barge Slip and pipes to cross north to south to run their cooling water 15 miles from the Levy nuclear plants to Crystal River Plant. It cannot be done without serious consequences.

I can send you the Public Laws on the subject. I cannot pull up the above Easement to permit the work by PEF and therefore cannot print it out. Please send it to me by email or the link where I can print it out.

Thanks. Betty Berger bberger@bellsouth.net (352) 447-2736

Please take a few minutes to share your comments on the service you received from the department by clicking on this link. [DEP Customer Survey](#).

TFI Cover Sheet

DISPOSITION ID #

DMID #

Document Type: Trustees of the Internal Improvement Trust Fund Instruments

Instrument: ☐ Deed ☐ Lease ☒ Esm't ☐ Permit ☐ Management Agreement

☐ Use Agreement ☐ Disclaimer ☐ Quitclaim ☐ Dedication

☐ Release of Esm't ☐ Acts of Legislation ☐ Other

Instrument Number:	31959		
Extension:	000		
File Number:	0000		
Document Date:	12-23-2010		
Consideration:	\$---		
Water Body:			
Reservations / Reverter:	N/N		
Original County:	LEVY		
Section:	06		
Township:	17S		
Range:	17E		
Total Area / Area Unit:	27.017	X Acreage	Square Feet
Comments:	EASMENT		
	• RELATIVE TO LEASE #4013		

DATE PREPPED:
1/25/2011

FLIP CARD:



INVENTORY:
N/A

☐ MAA'D For Rescan & Additional Pgs
Scan Box #

Instrument # 548423
OR BK 1222 Pages 16-18pg(s)
RECORDED 01/18/2011 at 12:33 PM
Danny J. Shipp, Levy County Clerk, Florida
Deed Doc: \$27405.00

PPE1

DEPUTY CLERK W.I.I

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement No. 31959

THIS EASEMENT, made and entered into this 23rd day of
December 2010, between the BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its
authority set forth in Section 253.03, Florida Statutes, hereinafter
referred to as "GRANTOR", and FLORIDA POWER CORPORATION, d/b/a
PROGRESS ENERGY FLORIDA, INC., a Florida corporation, its successors
and assigns, hereinafter referred to as "GRANTEE". 32399

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by the Office of Greenways and Trails
("OGT"), State of Florida Department of Environmental Protection under
GRANTOR's Lease No. 4013; and

WHEREAS, GRANTEE desires an easement across the hereinafter
described real property; and

WHEREAS, GRANTEE will utilize Parcel One, which is described in
Exhibit "A" of this easement, to satisfy the requirement for
satisfactory evidence of sufficient upland interest as defined in
subsection 18-21.003(60), Florida Administrative Code, for GRANTEE's
future sovereignty submerged lands easement application to construct,
operate and maintain a vehicular access bridge and utility bridge
between Parcel One and Parcel Two (as hereinafter described).

WHEREAS, GRANTEE will utilize Parcel Two, which is described in
Exhibit "A" of this easement, for a barge slip and staging area for
the delivery of modular components to be used in the construction of
the Levy Nuclear Power Plant, a boat ramp and associated parking,

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Levy County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR's responsibilities and obligations herein shall be exercised by the Division of State Lands ("DSL"), State of Florida Department of Environmental Protection.
2. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.
3. TERM: The initial term of this easement shall be for three years ("Initial Term") commencing on December 23, 2000 ("Commencement Date"). The Initial Term may be extended upon mutual written agreement of both GRANTOR and GRANTEE if GRANTEE's federal permit application for the Levy Nuclear Power Plant is still pending after three years. If GRANTEE obtains the federal permit, this easement shall automatically be extended so that the original term of the easement shall be 70 years from the Commencement Date of this easement.

This easement shall be automatically renewed for one ten-year term at the end the 70 years. Such renewal is contingent upon GRANTEE's full compliance with the terms and conditions of this easement at the time of renewal. GRANTEE shall be required to provide written notice to GRANTOR if it does not intend to renew at least 30 days prior to the expiration of this easement.

4. TERMINATION: This easement shall automatically and immediately terminate upon GRANTEE's withdrawal of its federal permit application

5. PAYMENT:

A. INITIAL TERM OF EASEMENT: Upon GRANTEE's execution of this easement, GRANTEE shall pay GRANTOR an easement fee of \$905,000 for the Initial Term of this easement. In addition to the payment of the \$905,000 easement fee for the Initial Term of this easement, GRANTEE shall contribute \$1,357,500 as net positive benefit for the Initial Term of this easement toward the design, permitting and construction of approximately 2.7 miles of paved public recreational trails on the Marjorie Harris Carr Cross Florida Greenway beginning at Felburn Park east of U.S. Highway 19 and continuing east to Mullet Point (1.1 miles) and from the Inglis Main Dam to the northwest corner of Inglis Island (1.5 miles). Any remaining funds will be used to begin the design, permitting and construction of the Mullet Point Bridge. If the Initial Term of this easement is extended upon mutual agreement of the parties hereto because GRANTEE's federal permit application is still pending after three years, GRANTEE shall pay GRANTOR in advance on each anniversary of the Commencement Date of this easement during any extension period an additional annual easement fee of \$301,667 and contribute an additional annual \$452,500 as net positive benefit toward the design, permitting and construction of public recreational trails and other related facilities to be determined by OGT. Payments made by GRANTEE during any extension period will be deducted from the easement fee and net positive benefit that GRANTEE is required to pay for the remaining 67-year easement term. Those payments are set forth in paragraph 5.B. below.

B. REMAINING TERM OF EASEMENT: Within thirty (30) days upon receipt of its federal permit for the Levy Nuclear Power Plant, GRANTEE shall be responsible for the remaining easement fee of \$3,010,000 and \$4,515,000 as net positive benefit for the remaining 67-year term of

long perpetual non-exclusive easement for a public recreational trail that GRANTEE will grant to GRANTOR immediately upon GRANTEE's receipt of the federal permit for the Levy Nuclear Power Plant ("Board of Trustees' Easement"). The \$6,375,000 setoff will be adjusted at closing for any reduction in the DSL-approved appraised value of the Board of Trustees' Easement based on a review of the final DSL-approved Due Diligence Products (as hereinafter defined). GRANTEE shall be required to contribute the difference between \$7,525,000 and the final DSL-approved appraised value of the Board of Trustees' Easement toward the design, permitting and construction of the paved public recreational trail within the Board of Trustees' Easement on the raised portion of the existing rail bed on which the railroad tracks were previously located and/or the purchase of replacement lands identified by OGT to mitigate the potential adverse impacts of PEF's use of the easement premises. OGT in its sole discretion shall determine how these funds are spent.

If the final DSL-approved appraised value of the Board of Trustees' Easement is reduced by twenty percent (20%) or more based on the Due Diligence Products, GRANTEE has the right to pay the additional \$7,525,000 as set forth above instead of granting the Board of Trustees' Easement. The \$4,515,000 net positive benefit portion of the \$7,525,000 payment shall be used for the design, permitting and construction of a paved public recreational trail. OGT in its sole discretion shall determine how these funds are spent.

Within six months prior to closing on the Board of Trustees' Easement and before GRANTOR accepts the Board of Trustees' Easement, GRANTEE shall provide, at its sole cost and expense, a final title insurance commitment to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions), a final

Board of Trustees' Easement is contingent on DSL's review and approval of the form and content of (1) the Due Diligence Products and GRANTEE's cure of those defects disclosed in the Due Diligence Products that are identified by DSL (other than engaging in litigation or precursors to litigation or paying more than fair market value (or more than the twenty percent (20%) reduction in value as noted above) to cure those defects disclosed in the Due Diligence Products that are identified by DSL); (2) the terms and conditions of the Board of Trustees' Easement; and (3) the Title, Possession and Lien Affidavit and the Environmental Affidavit to be executed by GRANTEE at the time of the granting of the Board of Trustees' Easement. The final title insurance commitment shall be no more than six months old at closing. The final survey shall be certified within ninety days prior to closing. The final environmental site assessment shall be no more than twelve months old at closing. GRANTEE shall pay the documentary revenue stamp tax and all other taxes and costs associated with the grant of the Board of Trustees' Easement.

If GRANTEE has used diligent effort to cure those defects disclosed in the Due Diligence Products that are identified by DSL (other than engaging in litigation or precursors to litigation or paying more than fair market value (or more than the twenty percent (20%) reduction in value as noted above) to cure those defects disclosed in the Due Diligence Products that are identified by DSL) and DSL does not approve the content or form of one or more of the Due Diligence Products and GRANTOR does not accept the Board of Trustees' Easement, GRANTEE will not be entitled to the \$6,375,000 setoff described herein, and instead, GRANTEE shall pay GRANTOR the easement fee of \$3,010,000 and contribute \$4,515,000 as net positive benefit toward the design, permitting and construction of public recreational

If for any reason GRANTEE either fails to provide one or more of the Due Diligence Products or does not use diligent effort to cure those defects disclosed in the Due Diligence Products that are identified by DSL (other than engaging in litigation or precursors to litigation or paying more than fair market value to cure the defects disclosed in the Due Diligence Products that are identified by DSL or more than the twenty percent (20%) reduction in value as noted above), in addition to GRANTEE's payment of the \$3,010,000 easement fee and the \$4,515,000 net positive benefit described above in this paragraph 5.B., GRANTEE shall also be required to contribute an additional \$1,505,000 toward the design, permitting and construction of public recreational trails and other related facilities to be determined by OGT and/or the purchase of replacement lands identified by OGT to mitigate the potential adverse impacts of GRANTEE's use of the easement premises. OGT in its sole discretion shall determine how these funds are spent.

All easement fee payments shall be made by wire transfer or certified or cashier's check payable to the State of Florida Department of Environmental Protection.

6. USE OF PROPERTY AND UNDUE WASTE: The portion of this easement that runs over, across and upon Parcel One shall be limited to satisfying the requirement for satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(57), Florida Administrative Code, for GRANTEE's future sovereignty submerged lands easement application to construct, operate and maintain a vehicular access bridge and utility bridge between Parcel One and Parcel Two. That portion of this easement that runs over, across and upon Parcel Two shall be limited to and GRANTEE shall be responsible for the construction, operation and maintenance of a barge slip and staging

structure and pipes, transmission lines, and other utility facilities. This easement over Parcel One and Parcel Two shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area which do not unreasonably interfere with GRANTEE's exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE's operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE's operations and use of the subject property.

improvements and/or facilities and restore all or a portion of the easement area. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

7. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

8. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

9. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

10. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

11. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement, except any claims or

permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

13. NOTICE: All notices given under this easement shall be in writing and shall be served by certified mail to the last address of the party to whom notice is to be given, as designated by such party in writing. GRANTOR and GRANTEE hereby designate their address as follows:

GRANTOR: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

GRANTEE: Florida Power Corporation,
d/b/a Progress Energy Florida, Inc.
Attn: General Counsel
299 1st Ave N
Saint Petersburg, FL 33701

14. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

15. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

16. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against

jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

19. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

20. TIME: Time is expressly declared to be of the essence of this easement.

21. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

22. DEFAULT AND FORFEITURE: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for GRANTEE's property because of GRANTEE's insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE's easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; should GRANTEE fail promptly to comply with all governmental regulations, both state and federal;

discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon GRANTOR. In the event GRANTEE, or the trustee or receiver of GRANTEE's property, shall seek an injunction against GRANTOR's exercise of either option herein conferred, such action on the part of GRANTEE, its trustee or receiver, shall automatically terminate this easement as of the date of the making of such application, and in the event the court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

23. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

24. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully

costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

26. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

27. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

28. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

29. SPECIAL EASEMENT CONDITIONS:

A. GRANTEE shall allow public access to the easement area, including the boat ramp and associated parking, for public recreational purposes, except when modular plant components or other barge materials are in the active loading or unloading process or other utility uses of the easement area allowed under paragraph 6 above require temporary closure of the easement area to the public for safety reasons.

B. GRANTEE shall restore the easement area to the condition existing on the date of the grant of this easement if GRANTEE does not obtain the federal permit for the Levy Nuclear Power Plant, unless GRANTOR elects not to require GRANTEE to restore the easement area.

the easement area, and that OGT and its employees, contractors and agents continue to have the right to access the easement area for all purposes authorized under GRANTOR's Lease No. 4013, including but not limited to maintenance and security of the easement area.

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Elizabeth B. Reardon
Witness
Elizabeth B. Reardon
Print/Type Witness Name
Sam L. Hahn
Witness
GARY L. HEISER
Print/Type Witness Name

By: Mimi A. Drew (SEAL)
MIMI A. DREW, SECRETARY
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
**Mimi A. Drew is a duly qualified Notary Public
for the State of Florida*

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

Mimi A. Drew
Assistant Division Director,
Division of State Lands

The foregoing instrument was acknowledged before me this 23rd day of December, 2010, by Mimi A. Drew, Secretary, State of Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Elizabeth B. Reardon
Notary Public, State of Florida
Print/Type Notary Name

Approved as to Form
and Legality

By: Sam L. Hahn
DEP Attorney

Commission Number: _____
Commission Expires: _____



FLORIDA POWER CORPORATION, d/b/a
PROGRESS ENERGY FLORIDA, INC., a
Florida corporation

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By [Signature] (SEAL)

John Elnitsky
Type/print name

Title: Vice President New Generation Programs
& Projects

(CORPORATE SEAL)

"GRANTEE"

STATE OF Florida
COUNTY OF Pineas

The foregoing instrument was acknowledged before me this 15th day
of December, 2010, by John Elnitsky, as
Vice President, on behalf of Florida Power Corporation,
d/b/a Progress Energy Florida, Inc., a Florida corporation, on behalf
of the corporation. He/she is personally known to me.

Joanne A. Godsey-Baur
Notary Public, State of Florida

Joanne A. Godsey-Baur
Print/Type Notary Name

Commission Number: DD703482

Commission Expires: August 08, 2011

NOTARY PUBLIC-STATE OF FLORIDA
Joanne A. Godsey-Baur
Commission #DD703482
Expires: AUG. 08, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

INGLIS LOCK BYPASS CHANNEL UPLAND PARCEL 1

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 6, Township 17 South, Range 17 East, Levy County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 17 South, Range 17 East, Levy County, Florida and run thence N.00°56'24"E., 1603.88 feet along the East boundary of said Section 6 to the Northerly right-of-way line of the former Cross Florida Barge Canal and the Southerly boundary of property deeded to Florida Power Corporation d/b/a Progress Energy Florida, Inc. and recorded in O.R. Book 1105, Page 635, Public Records of Levy County, Florida; thence along said Southerly boundary, S.75°20'44"W., 363.49 feet to the POINT OF BEGINNING; thence SOUTH, 8.63 feet to the Northerly edge of water of Inglis Lock Bypass Canal; thence along said Northerly edge of water, the following three (3) courses: 1) S.75°34'10"W., 128.72 feet; 2) S.75°40'30"W., 109.42 feet; 3) S.76°44'42"W., 125.70 feet; thence NORTH, 4.26 feet to the aforesaid Southerly boundary of Florida Power Corporation property; thence along said Southerly boundary of Florida Power Corporation property, N.75°20'44"E., 365.90 feet to the POINT OF BEGINNING.

Containing 0.060 acres, more or less.

INGLIS LOCK BYPASS CHANNEL UPLAND PARCEL 2

DESCRIPTION: A parcel of land lying in the South 1/2 of Section 6, Township 17 South, Range 17 East, Levy County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 17 South, Range 17 East, Levy County, Florida and run thence N.00°56'24"E., 1603.88 feet along the East boundary of said Section 6 to the Northerly right-of-way line of the former Cross Florida Barge Canal and the Southerly boundary of property deeded to Florida Power Corporation d/b/a Progress Energy Florida, Inc. and recorded in O.R. Book 1105, Page 635, Public Records of Levy County, Florida; thence along said Southerly boundary, S.75°20'44"W., 363.49 feet; thence SOUTH, 120.99 feet to a point on the Southerly edge of water of Inglis Lock Bypass Canal, also being the POINT OF BEGINNING; thence continue SOUTH, 567.24 feet to the Northerly edge of water of Cross Florida Barge Canal; thence along said Northerly edge of water, the following twelve (12) courses: 1) S.76°10'57"W., 194.52 feet; 2) S.71°54'05"W., 274.64 feet; 3) S.76°26'07"W., 213.47 feet; 4) S.77°12'09"W., 293.83 feet; 5) S.76°29'41"W., 307.85 feet; 6) S.73°47'09"W., 288.31 feet; 7) S.75°06'37"W., 306.34 feet; 8) S.75°00'39"W., 380.80 feet; 9) S.76°39'45"W., 261.12 feet; 10) S.75°05'08"W., 310.38 feet; 11) S.74°47'40"W., 234.80 feet; 12) S.74°03'22"W., 240.20 feet; thence N.22°32'22"W., 73.44 feet; thence N.37°47'59"E., 127.67 feet; thence N.23°26'52"W., 90.55 feet; thence N.18°37'57"E., 135.65 feet; thence N.75°11'14"E., 506.37 feet; thence S.48°29'49"E., 178.67 feet; thence N.74°29'50"E., 934.44 feet; thence N.48°56'26"E., 590.11 feet; thence N.76°21'06"E., 838.99 feet; thence NORTH, 79.50 feet to the aforesaid Southerly edge of water of Inglis Lock Bypass Canal; thence along said Southerly edge of water of Inglis Lock Bypass Canal, the following four (4) courses: 1) N.76°41'19"E., 9.76 feet; 2) N.74°20'36"E., 121.19 feet; 3) N.72°57'41"E., 90.06 feet; 4) N.72°44'17"E., 148.39 feet to the POINT OF BEGINNING.

Containing 26.957 acres, more or less.

ESN APPROVED

By MT Date 11/24/08

LEGAL DESCRIPTION OF THE EASEMENT

