

APPENDIX 3.
Progress Energy Florida Agreements

**Progress Energy Florida Agreement
Preserve Security**

USE AND LICENSE AGREEMENT

THIS AGREEMENT is made this 5 day of December, 2005, between PINELLAS COUNTY, a political subdivision of the State of Florida, and the FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida Corporation.

WHEREAS, PINELLAS COUNTY, hereinafter referred to as the "County", leases from THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "TIIF," several parcels of land in Pinellas County, in the area known as Weedon Island (TIIF Parcels); and

WHEREAS, County owns several parcels of land in Pinellas County, in the area known as Weedon Island (County Parcels); and

WHEREAS, FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., hereinafter referred to as "FPC", owns several parcels of land in Pinellas County, in the area known as Weedon Island (FPC Parcels); and

WHEREAS, FPC's sole access to their property is through the County's property for which the parties have already exchanged an easement; and

WHEREAS, the County and FPC have individual and mutual needs for the protection of their above-described respective properties; and

WHEREAS, the County constructed a roadway known as Weedon Drive, an entrance station, and entrance gates at the western boundary of the County's property, and installed water and sewer lines.

NOW THEREFORE, for Ten Dollars (\$10.00) receipt of which is hereby acknowledged, the mutual covenants described hereinafter, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencement and Term of Agreement: This Agreement shall commence on the date when the last party signs. The term of this Agreement shall be for five (5) years renewable for additional terms of five (5) years for up to a total of twenty-five (25) years by letter agreement between the County Administrator or his designee and FPC, subject to the termination or cancellation provisions contained hereinafter.

2. Purpose of Agreement: The parties agree that the purpose of this agreement is to define the parties' responsibilities with respect to securing the FPC Parcels, County Parcels, and TIF Parcels, limit public access at certain times, and provide monitoring of ingress and egress during dusk to dawn hours at the County entrance station. The parties seek to protect their respective properties from dumping and vandalism, to protect the natural and cultural resources on the properties, including but not limited to native plant communities, endangered bird and other species, and any property thereon of archaeological significance.

3. Pinellas County's Obligations: The County agrees to the following:

- a. To be solely responsible for the maintenance of the portion of the road shared by all three parties' land which lies within the boundaries of the properties owned and leased by both parties described hereinabove.
- b. To be solely responsible for major repairs to roadway, entrance station, and entrance gates including but not limited to foundation, roof, walls, electrical, plumbing, air conditioning, heating, windows, replace indoor and outdoor lighting fixtures, indoor and outdoor water fixtures and mechanical systems.
- c. To be solely responsible for the landscaping surrounding the entrance station.

- d. To be solely responsible for the painting of the interior and exterior walls of the entrance station.
- e. To be solely responsible for keeping the interior of the structure clean and in good order including the removal of any trash or debris and general janitorial clean up.
- f. To be solely responsible for the payment of monthly electrical service, sewer and water service, local telephone service, trash removal, and janitorial service.
- g. To be solely responsible for pest control service, if desired.
- h. To notify FPC whenever there is road construction or road maintenance activities that would restrict the use of Weedon Drive. The scheduling of all construction or road maintenance activities shall be coordinated with FPC.
- i. To be solely responsible for the development and placement of signage indicating the Weedon Island Preserve.

4. Florida Power Corporation's Obligations:

- a. To be solely responsible for staffing the entrance station when the Weedon Island Preserve, as maintained by the County closes at dusk until it reopens in the morning. In the event that FPC staff witness trespass or other illegal activity on County owned or leased property, they shall immediately notify the appropriate law enforcement authorities.
- b. To be solely responsible for the development and placement of signage on the entrance gate to identify the Florida Power entrance during the hours when entrance station is staffed if it, in its sole discretion, determines that such signage is needed. The contents of such sign is subject to the approval of County, which approval shall not be unreasonably withheld.

5. Pinellas County's and Florida Power Corporation's Mutual Obligations: The

County, and FPC mutually agree to the following:

Allow access to their respective owned and leased properties, as set forth in the existing easements between the parties.

6. Right of Inspection: The parties hereto shall each have the right upon reasonable notice to inspect the other parties' property, but only in matters directly pertaining to this Agreement.

7. License and Use Agreement; Retention of Property Rights: The parties hereto agree and stipulate that this Agreement constitutes permissive use only. Any future agreement to place facilities and related structures to further the purposes of this Agreement shall not operate to create or vest any property right in any party except the underlying fee title holder. The parties agree that they will in no way interfere with or impede the conservation, protection and enhancement efforts or routine business operations of any other party's respective property.

8. Archaeological and Historic Sites: Execution of this Agreement does not affect any party's obligations under Chapter 267, Florida Statutes. The collection of archaeological or historic artifacts or the disturbance of an archaeological or historic site on the property of any other party to this Agreement is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources, and the owner of the affected property.

9. Liability and Indemnification: Each party to this agreement shall be liable to its own employees, agents, representatives, invitees, licensees, officers and directors for property damage and injuries to these people occurring on any of the properties which are the subject of the Agreement, except for such property damage and injuries caused by the intentional or grossly negligent actions or omissions of the other party. Nothing herein shall be deemed a waiver of the provisions of Section 768.28, Florida Statutes, as it may be amended or renumbered from time to time, with respect to the County-.

10. Breach of Covenants, Terms, or Conditions; Cancellation: If either of the parties breaches any covenant, term or condition of this Agreement, any other party may give written notice to the breaching party to remedy such breach within thirty (30) days of such notice. If the breaching party fails to remedy the breach to the satisfaction of the complaining party, that party may unilaterally terminate this agreement, effective upon receipt of written notice.

With or without cause, any party to this Agreement may cancel the Agreement upon a minimum of 90-days written notice to the other party.

11. No Waiver of Breach: The failure of any party to insist in any one or more instances upon strict performance of or compliance of any one or more of the covenant, terms or conditions of this Agreement shall not be construed as a waiver of such covenant, terms or conditions of this Agreement, but the same shall continue in full force and effect, and no waiver of a party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

12. Notices: All notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until FPC is notified otherwise in writing. All notices given to FPC hereunder shall be forwarded to FPC at the following address:

- a. For the County: Lease Manager
Lease Management Division
201 Rogers Street
Clearwater, FL 33756
- b. For FPC: Plant Manager, Bartow Plant
Florida Power Corp. Bartow Plant
P. O. Box 14042, MAC BP 39
St. Petersburg, FL 33733-4042

until either party is notified otherwise in writing.

13. Duplicate Originals: This Agreement shall be executed in at least three duplicate originals, each of which shall be considered an original for all purposes.

14. Entire Agreement: This Agreement sets forth the entire understanding and agreement between the parties and shall be amended only upon the execution of a written approval by both parties hereto.

15. Assignment: This Agreement may be assigned by one party only upon the written consent of the other party. If one party assigns its interest in and obligations under this Agreement by direct assignment or by sale of a portion or all of its property without the written consent of the other party, then this Agreement shall automatically terminate.

16. Compliance With Laws; Governing Law; Venue: The parties agree that this Agreement is contingent upon and subject to all local, State and Federal rules, ordinances, regulations, laws, and statutes. This Agreement shall be governed by the laws of the State of Florida, as well as the ordinances of Pinellas County. Venue for all actions brought under this Agreement shall be in the courts of Pinellas County, Florida.

17. Paragraph Headings: Articles, subsections, paragraphs and other captions contained in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define, or limit the scope or intent of this Use and License Agreement or the provisions hereof.

18. ORDINANCE 04-63. Pursuant to Ordinance 04-63, the Board of County Commissioners has delegated authority to STEPHEN M. SPRATT, County Administrator, for the purposes of entering into and executing said Use and License Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the day and year so indicated, to be effective on the day and year first above written.

WITNESS:

LICENSOR:

PINELLAS COUNTY, FLORIDA

By and through its County Administrator

By: *Della Kly*
Print Name: Della Kly

By: *Stephen M. Spratt*
Print Name: Stephen M. Spratt
Title: County Administrator

Henry Sidons
Print Name: Henry Sidons
Witness

FLORIDA POWER CORPORATION, doing
business as PROGRESS ENERGY FLORIDA, INC.

By: *John S. Keenan*
Print Name: JOHN S. KEENAN
Print Title: VICE PRESIDENT

Brenda D. Fritter
Print Name: Brenda D. Fritter
Witness

(Corporate Seal)

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY
By: *Suzanne P. Richardson*
Assistant County Attorney

RENEWAL INFORMATION

Automatic Unlimited
(Circle one)

Lease No. 2005-0048 Participant: Florida Power Corporation

Current Term End Date: 12/4/2010
Notice to Terminate Days: 90 At any time:
At end of term:

County as: Landlord or Tenant (circle one)

County Contact: Pam Leisure
Dept.: D.E.M. Phone No. 3-6505

Advised of next renewal period. yes
Inquired as to County need for space/land. yes

Approved renewal: Yes or No (circle one)
If No, include reason: _____

Participant Contact: Tom Callahan Phone No. 827-6661

Advised of next renewal period. yes
Approved renewal: Yes or No (circle one)

Staff initials: EMS
Date: 11/10/09



REAL ESTATE MANAGEMENT DEPARTMENT

MEMORANDUM

TO: Robert S. LaSala, County Administrator
THROUGH: *MS* Mark Woodard, Assistant County Administrator
FROM: Paul S. Sacco, Director *Paul Sacco*
SUBJECT: Signature Memorandum
Florida Power Corporation dba Progress Energy Florida, Inc.
Amendment to Use and License Agreement
Weedon Island Gatehouse
DIST.: Paul Cozzle, Director, Culture, Education & Leisure Department
DATE: October 4, 2011

RECOMMENDATIONS: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE AND EXECUTE THE ATTACHED AMENDMENT TO USE AND LICENSE AGREEMENT.

DISCUSSION: Pursuant to the Use and License Agreement dated December 5, 2005, Florida Power Corporation dba Progress Energy Florida, Inc. ("FPC") currently facilitates security staffing at the Weedon Island Gatehouse from dusk until the Preserve Gate reopens each morning at 6:00 AM. Through this Amendment to Use and License Agreement, FPC seeks to modify the agreement to allow for the use of remotely monitored security technology in lieu of contract security staffing at the gate.

FPC will provide materials, labor and on-going preventative maintenance and repairs of all newly installed equipment. This will include gates and gate operators, badge readers, key pad access, closed circuit television, two-way intercom, remote gate release, surge protection, fiber optic wiring, and all associated network equipment. The gate will be monitored and operated from the main plant so no security personnel will be necessary at the Gatehouse.

FISCAL IMPACT: There is no fiscal impact.

This Amendment to Use and License Agreement falls within the authority the Board of County Commissioners delegated to the County Administrator, pursuant to Section 2-62, Pinellas County Code. Accordingly, we would appreciate your signature where indicated.

APPROVED: *Mark Woodard* DATE: 10/11/11

Attachments/Exhibits:

Contract Review

Amendment to Use and License Agreement

AMENDMENT TO USE AND LICENSE AGREEMENT

This Amendment is made this 11 day of October 2011, between PINELLAS COUNTY, a political subdivision of the State of Florida and FLORIDA POWER CORP, d/b/a/ PROGRESS ENERGY FLORIDA, INC. ("FPC"), a Florida corporation.

WITNESSETH:

Whereas, PINELLAS COUNTY and FPC entered into that certain Use and License Agreement dated December 5, 2005, (the "Original Agreement") regarding the parties' responsibilities with respect to certain FPC and County owned parcels at Weedon Island, as more particularly described in the Agreement.

Whereas, PINELLAS COUNTY and FPC desire to amend the Original Agreement to provide for automated security technology in lieu of contract security staffing at the Weedon Island gate as well as to amend the automatic extension provision.

Whereas, The Original Agreement together with this Amendment shall hereinafter be referred to as the "Agreement".

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PINELLAS COUNTY and FPC agree as follows:

1. **Recitals.** The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Amendment.

2. **Definitions.** The terms used in this Amendment without definition shall have the same meaning as when used in the Original Agreement.

3. **Section 1 is hereby replaced in its entirety with the following language:**

"This Agreement shall commence on the date when the last party signs. The term of this Agreement shall be for five (5) years automatically renewable for additional terms of five (5) years for up to a total of twenty-five (25) years, subject to the termination or cancellation provisions contained hereinafter."

4. **Section 4 (a) and (b) are hereby replaced in their entirety with the following language:**

Florida Power Corporation's Obligations:

- a. To be responsible, at its cost, for procuring and installing automated security technology to facilitate remote monitoring of the Weedon Island Preserve Gate (the "Entrance Gate"). FPC shall not be required to locate any staffing at the Entrance Gate. The remote

security technology shall monitor the entrance station from dusk until it reopens in the morning (the "Evening Hours"). In the event FPC staff monitoring the remote security technology witness trespass or other illegal activity on County owned or leased property, It shall immediately notify the appropriate law enforcement authorities.

- b. FPC shall provide, at its cost throughout the term of the Agreement, maintenance and repairs of installed security equipment to include gates and gate operators, safety and free exit loops (egress gate only), badge readers; key pad access; CCTV (closed circuit television); two way intercom and remote gate release located in PEF Bartow Command Center, surge protection, and associated network equipment supporting the security hardware.
- c. PINELLAS COUNTY shall have access to the Preserve Gate during the Evening Hours using keypad or remote release operated by the BCC.
- d. PINELLAS COUNTY acknowledges and agrees that FPC shall not be responsible for monitoring any public activities on the Preserve and that PINELASS COUNTY remains responsible for ensuring visitors exit the Preserve at the conclusion of each day or event.

5. **Counterparts:** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. A facsimile copy of this Contract evidencing any signatures shall be considered as an original for all purposes.

6. Except as amended and supplemented hereby, the Original Agreement remains unmodified and in full force and effect. If there are any inconsistencies between this Amendment and the Original Agreement, the terms of this Amendment shall govern

[REMAINDER OF PAGE LEFT BLANK]

The undersigned have duly executed this Amendment as of the day and year first indicated above.

WITNESS:

By: Della Kling
Print Name: Della Kling

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: M. J. [Signature]
Attorney

WITNESS:

By: Emilio C. [Signature]
Print Name: Emilio C. [Signature]

PINELLAS COUNTY, FLORIDA ^{or RS}

By: Mark J. Woodard
Print Name: MARK Woodard
Title: Assistant County Administrator

FLORIDA POWER CORP d/b/a
PROGRESS ENERGY FLORIDA, INC.

By: T.E. Callaghan
Print Name: Thomas E. Callaghan
Title: Plant manager

**Progress Energy Florida Agreement
Management of Parcels**

LICENSE AGREEMENT

THIS LIMITED LICENSE PRIVILEGE AGREEMENT, made and entered into this 11 day of May, 1999, by and between FLORIDA POWER CORPORATION, a Florida corporation, "LICENSOR" herein, and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, "LICENSEE" herein;

WITNESSETH:

WHEREAS, LICENSOR is the owner of the fee simple title to the following parcels in Pinellas County, Florida: 20/30/17/00000/130/0100; 21/30/17/00000/100/0000; 21/30/17/00000/210/0000; and 21/30/17/00000/310/0000; recorded in OR Book 1604, page 230 (among other lands) area of said site being hereinafter referred to as the "License Area" as shown in sketch attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof; and

WHEREAS, LICENSEE has requested that LICENSOR grant to LICENSEE the limited privilege and license to occupy and utilize the License Area for the purpose of making available to the public LICENSORS fee owned property for recreational purposes without charge, the protection of natural resources, including but not limited to native plant communities, endangered bird and other species, to manage the Property, conduct control burns, remove exotics, and perform environmental restoration of the Licensed Area, and also protection for the two archaeological sites as depicted on attached Exhibit "A"; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the requested limited privilege and license for such occupancy and utilization, subject to certain terms and conditions as stipulated below along with specific requirements as shown on attached Exhibit "B" and by this reference incorporated herein and made a part hereof; and

WHEREAS, LICENSOR will also grant public access easements to archeological sites on licensed Premises; and

WHEREAS, LICENSOR will allow County to build interpretive trails to the archeological sites and conduct guided tours to these sites.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A. That LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the limited privilege and license to occupy and utilize the License Area, together with such other limited privilege and license as may be reasonably necessary or convenient for the full enjoyment of the License Area for the above described purposes only.

B. That for and in consideration of the foregoing limited privilege and license, the LICENSEE hereby covenants to pay to LICENSOR Ten (\$10.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable considerations derived from LICENSEE'S management of LICENSOR'S land and from the provisions of this Agreement. This Agreement shall commence May 1, 1999, and shall run for Five (5) years, and be renewable for additional incremental terms of Five (5) years each for up to a total of Twenty-five (25) years by letter agreement between the County Administrator or his designee and Florida Power Corporation, subject to the termination or cancellation provisions contained hereinafter.

C. It is expressly stipulated by the said LICENSOR and LICENSEE that this License Agreement is a license for permissive use only and that the placing of any improvement upon the property pursuant to this Agreement shall not operate to create or vest any property right in said LICENSEE.

D. It is expressly stipulated by the said LICENSOR and LICENSEE that the privileges provided herein create no perpetual rights but determinable privileges depending solely on the conditions in this Agreement and at no time shall this License Agreement be construed as a License coupled with an interest.

E. That LICENSOR'S consent to LICENSEE'S use of the property described herein is limited. Such conditional and restricted consent creates privileges in the LICENSEE to use the land only insofar as compliance with the conditions herein is continued.

F. That LICENSOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the entire License Area and to grant to other parties such privileges affecting the License Area as are not inconsistent with privileges herein granted.

G. That upon LICENSEE'S breach of any covenant or condition contained herein, this License Agreement after written notification by LICENSOR to LICENSEE of such breach and upon failure of LICENSEE to remedy or remove such breach within a period of fifteen (15) working days after receipt of such written notification, shall cease and terminate and shall become null and void without further notice from LICENSOR and the privilege and license herein granted shall thereupon immediately revert to the LICENSOR in absolute; however, LICENSOR expressly does not waive any rights of recourse LICENSOR may have against LICENSEE for damages sustained by LICENSOR as a result of such breach.

H. That LICENSOR hereby expressly reserves the right to revoke this License Agreement at will by giving LICENSEE ninety (90) days written notice, and LICENSEE shall have no right to compensation for any expenditures by LICENSEE upon revocation of this License Agreement.

I. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part without the express prior written consent of LICENSOR, which consent of LICENSOR shall be solely at LICENSOR'S discretion.

J. That the validity of this Agreement is contingent upon LICENSEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location, as may be required. If such zoning, authority, approval and/or permit is not secured, this Agreement will be considered null and void.

K. That LICENSOR shall not be liable for any damages to LICENSEE'S utilization howsoever resulting from LICENSOR'S continued use and occupancy of the License Area; LICENSOR, however, shall not willfully cause undue damage to LICENSEE'S utilization.

L. That LICENSEE shall comply with all Federal, State and local laws, rules and regulations in respect to the use of the corridor. LICENSEE shall not store, dispose of, treat or generate any hazardous waste or hazardous substance without the express advance written approval from LICENSOR. Approval from LICENSOR shall be solely at the LICENSOR'S discretion. The terms "hazardous waste" or "Hazardous Substance" shall be as defined in 40 C.F.R. Part 261 and in 40 C.F.R. Part 300. Failure to comply with this Paragraph "L" shall be cause for immediate cancellation of this Agreement and LICENSEE expressly agrees to be liable for any violation of this Paragraph "L" to the extent imposed by law.

M. That a free and easily passable twenty foot (20') wide access way be retained along the length of LICENSOR'S 200-foot wide transmission corridor; and, power plant access road for use by LICENSOR for emergency access and for normal maintenance and patrol purposes.

N. That if the utilization area is fenced LICENSEE shall install a sixteen foot (16') wide gate in the fence making that portion of the License Area accessible. Gate should have a lock installed by LICENSOR.

O. That LICENSEE shall assume the sole duty, responsibility and obligation of mowing or otherwise appropriately maintaining the surface of the portion of the License Area upon and across the land involved in a condition compatible with the surrounding area.

P. That any disturbed area within the License Area including LICENSOR'S patrol and access road, shall be restored by LICENSEE to a condition at least as good as that which existed prior to construction activity.

Q. That LICENSEE hereby expressly understands, covenants and agrees (a) that nothing contained in this Agreement or contemplated is intended to or shall increase LICENSOR'S liability for personal injury or death or for any property damage, (b) that LICENSOR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of LICENSOR'S License Area by LICENSEE and LICENSEE'S employees, contractors, invitees or any representative, is hereby assumed by LICENSEE and shall be at the sole and exclusive risk of LICENSEE, (d) if and only if such liability is caused solely by LICENSEE'S negligence, that LICENSEE shall answer and satisfy any and all complaints relative to LICENSEE'S utilization of LICENSOR'S License Area and (e) that LICENSEE covenants not to interfere with LICENSOR'S existing and future high voltage underground or overhead electric distribution or transmission lines, pipelines, ingress/egress and related facilities in any manner whatsoever.

R. LICENSEE'S liability under this License Agreement for bodily injury and property damage to third parties and invitees shall not exceed statutory limits. Nothing herein shall constitute a waiver of LICENSEE'S sovereign immunity under Florida law, including but not limited to Section 768.28, Florida Statutes. In no event shall LICENSOR be liable to LICENSEE or third parties for any direct, indirect, incidental, special, consequential, exemplary or punitive damages whatsoever, arising out of or in connection with the construction, maintenance, use, or ownership of the property. LICENSOR is released from any liability for such damages under Florida Statute 375.251.

S. That LICENSEE'S operations, activities and equipment used within the License Area in proximity to any of LICENSOR'S utility facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). LICENSEE is further notified and hereby agrees to so notify any of LICENSEE'S employees, agents, contractors, representatives or other persons engaging in LICENSEE'S supervision or control, that extreme caution is necessary around all of LICENSOR'S electrical and gas/fuel facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, LICENSEE shall immediately report the nature and extent thereof to LICENSOR'S nearest local office.

T. This License Agreement shall be construed in accordance with Florida Law. No amendment or other modification of this Agreement shall be enforceable unless the same shall be in writing and signed by both parties hereto. No failure to insist on full or timely performance of any provision herein shall be construed as a waiver of the right to insist on full or timely performance of the same provision on subsequent occasion, or the full or timely performance of any other provision at any time.

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

(as LICENSOR)

FLORIDA POWER CORPORATION

ATTEST:

By: [Signature]
Print Name: DOUGLAS E. WENZ
Title: Assistant Secretary

By: [Signature]
Print Name: WADE F SPERRY
Title: President VICE PRESIDENT Fossil OPERATIONS

By: [Signature]
Print Name: BELISA M. OLIVEIRA
Title: ASSISTANT CORPORATE SECRETARY

(corporate seal)

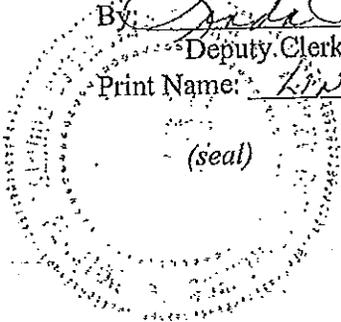
(as LICENSEE)

ATTEST: KARLEEN F. DEBLAKER
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA
By and through its Board of
County Commissioners

By: [Signature]
Deputy Clerk
Print Name: LINDA R. REED

By: [Signature]
Chairman
Print Name: SALLIE PARKS



(seal)

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY
By: [Signature]
Sr. Asst. County Attorney

S P E C I F I C R E Q U I R E M E N T S

For the purpose of making available to the public LICENSOR's fee owned property for recreational purposes without charge, the protection of natural resources, including but not limited to native plant communities, endangered bird and other species, to manage the Property, conduct control burns, remove exotics, and perform environmental restoration of the Licensed Area, and also protection for the two archaeological sites.

1. That other than LICENSOR's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures or obstacles shall be located, constructed or installed within the License Area without written approval by LICENSOR.
2. That any shrubbery planted by LICENSEE within the License Area shall be of a variety not exceeding twelve feet (12') in height at maturity.
3. That LICENSEE agrees that no refueling operations take place within the right-of-way.
4. That no parking or storage shall occur under or near LICENSOR's facilities.
5. That LICENSEE shall notify LICENSOR's representative of Transmission Underground (i.e., Paul T. White or his designated alternate, telephone 727/866-5729, St. Petersburg) at least forty-eight (48) hours prior to LICENSEE's performing any excavation within the License Area in order that LICENSOR may arrange for an authorized representative to be on site to assist in establishing the existing location of LICENSOR's underground cable(s) and to observe all excavation activities in proximity to said cable(s) within the License Area.
6. That LICENSEE shall make special note of Guidelines involving LICENSOR's oil pipeline attached as Pages 2 of 3 and 3 of 3 of Exhibit "B", by this reference incorporated herein and made a part hereof, and LICENSEE shall comply fully with said Guidelines.
7. That LICENSEE is responsible for performing an endangered/threatened species study prior to alteration of terrain.
8. That LICENSEE shall notify LICENSOR's representative for Underground Fuel Oil Pipeline (i.e., Yvonne Ponce or her designated alternate, telephone 727/826-4268, St. Petersburg) at least forty-eight (48) hours prior to LICENSEE's performing any excavation within LICENSOR's right-of-way easement strip in order that LICENSOR may arrange for an authorized representative to be on site to assist in establishing the existing location of LICENSOR's underground fuel oil pipeline and to observe all excavation activities in proximity to said pipeline within LICENSOR's right-of-way.
9. That LICENSEE shall notify LICENSOR's plant manager (i.e., David Buell or his designated alternate, telephone 727-943-3006, St. Petersburg) at least forty-eight (48) hours prior to LICENSEE's performing any controlled burns within the License Area in order that LICENSOR may arrange for an authorized representative to be on site.

GUIDELINES FOR CONSTRUCTION CROSSING OF THE B/A OIL PIPELINE

The Florida Power Corporation-Bartow to Anclote Thermal insulated oil transport line has been installed and is operated in compliance with Title 49-Part 195 Federal D.O.T. - Transportation of Liquids by pipeline. The line is 14" in diameter coated and insulated for a total outside diameter of 17.5".

1. Buried Structures - Crossing Situations

The minimum clearances required for crossing situations of the B/A oil line and proposed other lines or structures follows:

- a. Maintain 12 inches of clearance between the oil line and other pipes or structures being buried and crossing the line.
- b. When 12 inches of clearance is not practical, provisions can be negotiated with Florida Power Corporation for a substitution of the soil barrier with an approved barrier.
- c. Contact Carney Cameron, (727) 827-6147 or Yvonne Ponce, (727) 826-4268 48 hours prior to construction. An FPC representative must be present to inspect any crossings that are made.

2. Buried Structures - Paralleling Structures

These are two standards of acceptability for paralleling situations:

- a. Florida Power Corporation R/W, easements and other controlled areas.
 1. All paralleling of buried structures and other pipes to the B/A oil line must maintain a minimum of three (3) feet surface to surface clearance.
- b. All paralleling situations outside the control of the Florida Power Corporation should request the minimum three (3) feet surface to surface clearance.

3. Minimum Soil Cover Over B/A Oil Line

The minimum soil cover requirements at any location along this Bartow to Anclote oil pipe line has been established to be 48 inches, as referenced from top of the pipe to ground level, road bed, river bottom, drain ditch bottom, etc. Any variance in this minimum protective soil cover must be negotiated with and approved by the Florida Power Corporation. A substitute, protective, equivalent concrete structure is shown on attached Drawings #A-S-34-A-1, and AB-P2-A. Florida Power Corporation must be contacted to determine the appropriate concrete structure.

4. Roadways

Roadways of the oil pipeline must be cased and vented from R/W line to R/W line. Driveways which can be closed to allow for maintenance on the pipeline will not normally be required to provide casing, but will be required to comply with item 3 above.

Note: Actual casing requirements will be determined by conditions at location of the crossing.

5. Building, Structures, Retention Ponds, Wells, Fences

- a. All structures, building retention ponds or wells, must maintain a minimum of fifteen (15) feet from B/A oil pipeline centerline. If existing foundation, retention ponds or wells are closer than fifteen (15) feet, designate them as existing and submit information to FPC on design drawings. For retention ponds, the fifteen (15) foot requirement applies from the top of bank to centerline of pipe.
- b. Fencing should be constructed in a way that poles straddle either side of line. The fence shall be grounded. Grounding rods shall be 15 feet away from the B/A oil pipeline.

6. Construction Equipment

Equipment or material used in construction activities must not be parked or stored within three (3) feet of the B/A oil pipeline centerline.

Rev 6 9/30/98

**BOARD OF COUNTY
COMMISSIONERS**

Susan Latvala - Chairman
John Morrone - Vice Chairman
Calvin D. Harris
Karen Williams Seel
Robert B. Stewart
Barbara Sheen Todd
Kenneth T. Welch



March 6, 2004

Ms. Brenda Brickhouse
Progress Energy Florida – Bartow Plant
1601 Weedon Island Drive, NE
St. Petersburg, FL 33702

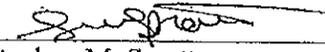
Subject: Exercise Renewal Option

Dear Brenda:

Florida Power Corporation now known as Progress Energy Florida and Pinellas County entered into a Limited License Privilege Agreement dated May 11, 1999. A copy of the document is attached.

According to the terms of the document, the County may renew for additional five (5) year terms by a letter Agreement between the County Administrator and Florida Power Corporation.

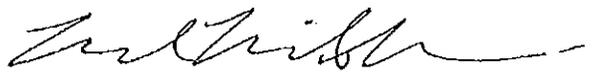
The current License will end April 30, 2004. The County would like to exercise its option to renew for another five (5) year term under the same terms and conditions. Please sign and return to our office.


Stephen M. Spratt
County Administrator



APPROVED AS TO FORM
OFFICE OF COUNTY CLERK

By 
Sarah Richardson
REC-103



Print Name: Brenda Brickhouse
Title: Bartow Plant Manager
Florida Power Corporation
201 Rogers Street
Tampa, Florida 33756

Phone: (727) 464-3496

FAX: (727) 464-3374

SUNCOM: 570-3496

Website: www.pinellascounty.org



**BOARD OF COUNTY
COMMISSIONERS**

Robert B. Stewart - Chairman
Calvin D. Harris - Vice Chairman
Ronnie E. Duncan
Susan Latvala
John Morroni
Karen Williams Seel
Kenneth T. Welch



August 21, 2008

Ms. Brenda Brickhouse
Progress Energy Florida
Bartow Plant
1601 Weedon Island Drive, NE
St. Petersburg, FL 33702

Re: Renewal Option (April 30, 2009 – 2014)

Dear Brenda:

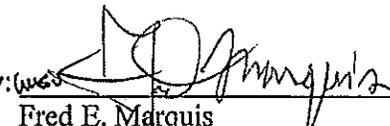
Florida Power Corporation, now known as Progress Energy Florida, and Pinellas County entered into a Limited License Privilege Agreement dated May 11, 1999. A copy of the License Agreement is attached for your reference.

According to Paragraph B, the License is renewable for additional incremental terms of five years each by letter agreement between the County Administrator and Florida Power.

The current term expires April 30, 2009. The County would like to exercise its option to renew for another five years under the same terms and conditions.

If Florida Power agrees, please have an appropriate officer sign where indicated and return the original to Lease Mgt. Division, 201 Rogers Street, Clearwater, FL 33756.

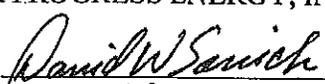
PINELLAS COUNTY

By: 

Fred E. Marquis
Interim County Administrator

DATED: 10/2/08

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

BY: 

Print Name: David W. Sorrick
Print Title: VP - Power Generation Florida
DATED: Sept. 16, 2008

PSS: DJD/bs

Attachment

Belt/1997-0240 Renewal Letter.doc

**Progress Energy Florida Agreement
Dock for PCSO Boat**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 11 day of SEP, 2002, between FLORIDA POWER CORPORATION, a Florida corporation, hereinafter referred to as "FPC" or "LICENSOR," and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" or "SHERIFF."

WITNESSETH:

1. PREMISES: The FPC lets and licenses to COUNTY a tract of land more particularly described as a portion of the seawall area to the east of the Florida Power Bartow Plant at Weedon Island and north of the Plant's intake channel and dock, hereinafter referred to the "Premises," for the sole purpose of installing and use of a boat cradle lift. The location of the Property is shown in Exhibit "A." ATTACHED HERETO AS EXHIBIT "A."

2. TERM AND RENTAL: FPC for and in consideration of one dollar (\$1.00) receipt of which is hereby acknowledged, and the covenants herein contained on the part of the COUNTY to be kept and performed, hereby grants the COUNTY the use of a portion of FPC's seawall for an initial term of five (5) years, commencing on the effective date (the date of executed by the County Administrator) and ending five (5) years from the date of execution by the COUNTY.

This License shall stand renewed for ten (10) automatic additional one (1) year renewal terms unless either Party gives the other Party three (3) months written notice of termination prior to the end of any said term.

3. USE: This License is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances, for Pinellas County's installation and use of a boat cradle lift for the SHERIFF'S boat, not to exceed 25 feet in length, and for no other purpose or purposes, without the written consent of FPC. All rights of COUNTY hereunder may be terminated by FPC in the event that any other use be made thereof.

The cradle lift is for one power boat, not to exceed 25 feet in length, and shall be used by the Sheriff's Department for law enforcement and public safety purposes only.

4. USE OF SEAWALL BY COUNTY: During the term of the License, the SHERIFF or designee shall have the exclusive use of a portion of seawall for one vertical cradle lift.

5. ASSIGNMENT AND SUBLETTING: COUNTY shall not assign this License; neither shall COUNTY make or permit any offensive or unlawful use of the said Premises; and, COUNTY shall quit and deliver up said Premises at the end of said term in as good condition as they now are, ordinary wear and decay as occasioned by the use of the Premises for Pinellas County's use and damage by the elements excepted.

6. OWNERSHIP OF BOAT CRADLE LIFT: COUNTY shall retain ownership of the boat cradle lift, and shall be entitled to remove the same upon the expiration or termination of this License.

7. UTILITIES: FPC agrees to provide and pay all charges for water consumption and electricity supplied the Premises. FPC shall not be liable in any manner for damages to COUNTY, or for any other claim by COUNTY, resulting from any interruption in utility services.

8. MAINTENANCE: SHERIFF shall keep Sheriff's portion of said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and SHERIFF shall be solely responsible for all maintenance including, but not limited to, electrical fixtures/wiring and routine maintenance of the vertical cradle lift and support system.

9. ACCESS TO PREMISES: During installation of the boat cradle lift, FPC shall allow COUNTY'S technicians, engineers, contractors or subcontractors presenting appropriate identification to access the property. Any damage which might be done to said site by reason of the negligence or willfulness of COUNTY, its officers, employees, contractors, subcontractors, or agents, shall be paid for, corrected or repaired by COUNTY.

10. COVENANT AGAINST LIENS: COUNTY shall have no power or authority to create any lien or permit any lien to attach to Premises. COUNTY is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics, laborers and other persons contracting with COUNTY with respect to the Premises or any part thereof, that such persons must look to COUNTY to secure payment of any bill for work done or material furnished to the COUNTY, or for any other purpose during the term of this License.

11. DEFAULT: The Parties covenant and agree that if either Party shall violate any of the covenants of this License, the other Party shall provide written notice to the defaulting Party and the defaulting Party shall have ten (10) days from receipt of notice to correct same.

If the defaulting Party fails to correct default, the other Party shall be entitled to any and all remedies available in law and equity.

12. WAIVER: One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

13. DESTRUCTION OF BOAT CRADLE LIFT AND SUPPORT STRUCTURE: If the boat cradle lift/support structure therein shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of the SHERIFF'S DEPARTMENT. Such repairs shall be made promptly, except that no penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of the COUNTY, and for reasonable delay due to the period that repairs are being made for that portion of the Premises rendered unsuitable for use by COUNTY as a result of fire or casualty. If the Premises are totally damaged or rendered wholly untenable by fire or said other casualty, and the Premises cannot be restored or rebuilt within one hundred twenty (120) days, COUNTY shall have the right and option of terminating this License as of the date of such casualty or cause within thirty (30) days thereafter by giving written notice to FPC. This paragraph does not apply to the seawall.

14. LIABILITY AND INDEMNIFICATION: Each Party to this agreement shall be liable to its own employees, agents, representatives, invitees, licensees, officers and directors for property damage and injuries to these people occurring on any of the properties which are the subject of the Agreement, except for such property damage and injuries caused by the intentional or negligent actions or omissions of the other Party. The potential liability of the COUNTY is limited to that liability permitted under Section 768.28, Florida Statutes, as it may be amended from time-to-time.

15. INSURANCE: COUNTY shall provide FPC with a letter evidencing that COUNTY is self-insured, if FPC so requests.

16. TAXES: FPC covenants and agrees to pay and discharge before delinquency thereof and before penalties shall accrue thereon, any taxes including ad valorem, intangible taxes, and assessments on Premises, including improvements thereof, due and payable during the term of the License and any renewals thereof. In the event that additional ad valorem, rental, sales or similar taxes are levied upon the licensed Premises due to the existence of this License, then COUNTY shall pay all such additional taxes so imposed not to exceed two thousand dollars (\$2,000.00) per year.

17. OBSERVANCE OF LAWS: COUNTY agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

18. SIGNS: Any signs to be installed on the Premises shall have prior approval from FPC.

19. NOTICES: All notices under this Agreement required under this License Agreement shall be forwarded to the County at the following address:

Real Estate Management Division
201 Rogers Street
Clearwater, Florida 33756

AND

Sheriff's Department
Special Operations
10750 Ulmerton Road
Largo, Florida 33778

All notices to the COUNTY shall be forwarded to the COUNTY at the foregoing address by registered or certified mail, return receipt requested, unless FPC is notified otherwise in writing.

All notices given to Florida Power Corporation hereunder shall be forwarded to the following address:

Mr. Luis Gonzales
Florida Power Corporation/Bartow Plant
1601 Weedon Island Drive
St. Petersburg, Florida 33702

by registered or certified mail, return receipt requested, unless COUNTY is notified otherwise in writing.

20. ENTIRE AGREEMENT This License Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this License Agreement the day and year first above written.

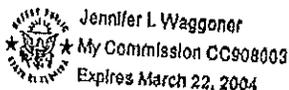
WITNESS:

FLORIDA POWER CORPORATION

By: Jennifer L. Waggoner
Print Name: JENNIFER L. WAGGONER
Title: Notary Public

By: Brenda E. Hernandez
Print Name: BRENDA E. HERNANDEZ
Title: PLANT MANAGER

(Corporate Seal)



PINELLAS COUNTY, FLORIDA

By: Stephen M. Spratt
Stephen M. Spratt, County Administrator
Date: October 2, 2002

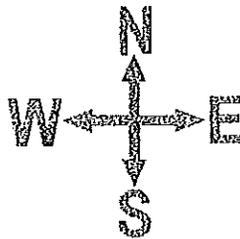
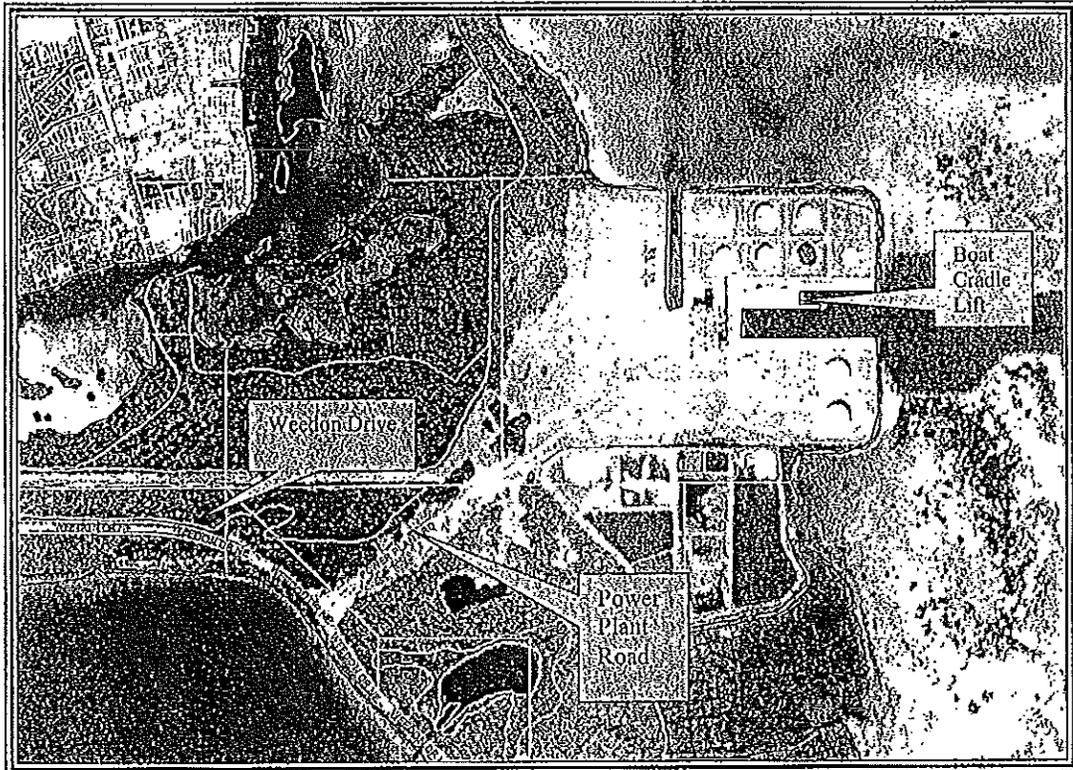
[Signature]

APPROVED AS TO FORM

[Signature]
Sr. Assistant County Attorney

Exhibit "A"

FLORIDA POWER BARTOW PLANT
BOAT CRADLE LIFT





**Real Estate Management Department
Real Property Division**

Renewal Information

Automatic

Unlimited

Lease No. **2002-0506**

Participant: **FLORIDA POWER CORPORATION**

Current Term End Date: **September 30, 2011**

Notice to Terminate Days: **90** At any time At end of term:

County as: Landlord Tenant

County Contact: **Sgt. Milliken**

Department **Sheriff's Office**

Phone No. **727.430.6094**

Advised of next renewal period. Yes No

Inquired as to County need for space/land.

Approved renewal Yes No

If NO, include reason: _____

Participant Contact: **Emilio Caragol**

Phone No. **email-
emilio.caragol@pgnmail.com**

Advised of next renewal period. Yes No

Approved renewal Yes No

Staff initials: **SPG** Date: **6/29/2011**

Comments: Spoke to Lt. Somers per last years renewal- he approved & gave me Sgt. Millikens contact number for next years renewal as the new contact.

Griffin, Sean P

From: Caragol, Emilio [Emilio.Caragol@pgnmail.com]
Sent: Tuesday, July 05, 2011 8:44 AM
To: Griffin, Sean P
Subject: RE: Sheriff's boat launch at Weedon Island

Good Morning Sean,

Bartow plant management has approved the extension of the auto-renewal per your email below.

If you have any questions or require additional information please don't hesitate to call me.

Thank you,



Emilio Caragol
Senior Security Specialist - FSO
Progress Energy Corporate Security
1601 Weedon Island Drive
Mail Code BR-44
St. Petersburg, FL. 33702
T> 727-827-6212
F> 727-827-6112
C> 727-408-0199
emilio.caragol@pgnmail.com



From: Griffin, Sean P [<mailto:sgriffin@co.pinellas.fl.us>]
Sent: Tuesday, June 28, 2011 8:42 AM
To: Caragol, Emilio
Subject: Sheriff's boat launch at Weedon Island

Hello Mr. Caragol~

Each year around this time we email you for approval of the auto-renewal of the boat launch area at Weedon Island for the Sheriff's use. The term is from 10.1.2011 to 9.30.2011. This will be the 5th of 10 auto-renewals. I would like to ask for the approval of Progress Energy to continue this license agreement.

Thank You for your assistance, and please contact me if you have any questions.

Sean Griffin

RENEWAL INFORMATION

Automatic

Unlimited
(Circle one)

Lease No. 2002-0504

Participant: FLORIDA POWER CORPORATION
BOAT LIFT CRADLE

Current Term End Date: 10-1-10
~~07/10/2010~~

Notice to Terminate Days: 3 MOS. (120 DAYS)

At any time: _____
At end of term: 3 MOS ✓

2002-2007 INITIAL
+10 (1 YR)
4 of 10 renew this year.

County as: Landlord or Tenant (circle one)

County Contact: SGT. SUMERS
Dept.: SHERIFF Phone No. 420-2755

Advised of next renewal period. ✓

Inquired as to County need for space/land. VERY MUCH NEEDED.

Approved renewal: Yes or No (circle one)
If No, include reason: _____

Participant Contact: EMILIO CARAGOL
Phone No. emilio.caragol@pqnmail.com

Advised of next renewal period. ✓

Approved renewal: Yes or No (circle one)

Staff initials: ja
Date: 9-7-10

FROM: "Caragol, Emilio" <emilio.caragol@pgnmail.com>
To: "Armstrong, Jeanne T" <jarmstro@co.pinellas.fl.us>
Cc: "Callaghan, Tom" <tom.callaghan@pgnmail.com>, "Caragol, Emilio" <emilio.caragol@pgnmail.com>
Subject: RE: Sheriffs' boat launch @ Weedon Island
Date: Tuesday, September 07, 2010 9:52:10 AM

Good morning Jeanne,

Thank you for your email request below. Mr. Tom Callaghan, Manager, Bartow Combined Cycle Plant, 1601 Weedon Island Drive, St. Petersburg, Florida has approved the fourth renewal of the license agreement with Pinellas County Sheriff's Office for the boat launch for the 10/01/10 to 09/30/2011 year.

If you have any questions or require additional information please don't hesitate to contact me.

Regards,

Emilio Caragol

Senior Security Specialist - ESO
Progress Energy Corporate Security
1601 Weedon Island Drive
Mail Code BP 539
St. Petersburg, FL 33709
T: 727-827-6212
F: 727-827-6112
C: 727-408-0199
emilio.caragol@pgnmail.com

From: Armstrong, Jeanne T [mailto:jarmstro@co.pinellas.fl.us]
Sent: Tuesday, September 07, 2010 9:23 AM
To: Caragol, Emilio
Subject: Sheriffs' boat launch @ Weedon Island

Dear Mr. Caragol,

As was done last year in September, our Department oversees the licensing and use of the boat ramp located at your facility in Weedon Island for the Sheriff's Office use. The Sheriff has again expressed their desire to continue use of this boat launch for the 10/1/10 to 9/30/11 year. Therefore, I would like to ask for the approval of Progress Energy to continue this license agreement. This renewal would be the fourth extended renewal out of ten available.

Thank you for your assistance, and please contact me at 464-5323 with any questions or concerns.

Jeanne

Jeanne T. Armstrong
Lease Specialist
Real Property Division
Ph: 727-464-5323
E-Mail: jarmstro@co.pinellas.fl.us

RENEWAL INFORMATION

Automatic Unlimited
(Circle one)

Lease No. 2002-0506 Participant: Florida Power/Bartow Plant

Current Term End Date: 10/1/09
Notice to Terminate Days: 120 prior to ~~At~~ end of term: At any time:

County as: Landlord or Tenant (circle one)

County Contact: Sgt. Glenn Wilson
Dept.: Sheriff Phone No. 453-6947

Advised of next renewal period. yes

Inquired as to County need for space/land. yes

Approved renewal: Yes or No (circle one)
If No, include reason: _____

Participant Contact: Emilio Caragol Phone No. Email attached

Advised of next renewal period. yes

Approved renewal: Yes or No (circle one)

Staff initials: EMS
Date: 9/23/09

Spaulding, Elizabeth M

From: Caragol, Emilio [Emilio.Caragol@pgnmail.com]
Sent: Wednesday, September 23, 2009 9:45 AM
To: Spaulding, Elizabeth M
Subject: FW: Sheriff's boat launch - License Agreement Renewal
Importance: High

From: Caragol, Emilio
Sent: Wednesday, September 23, 2009 9:44 AM
To: 'Spaulding, Elizabeth M '
Cc: Callaghan, Tom; Myers, Darren; Sanchez, Terese; Gonzalez, Luis M
Subject: FW: Sheriff's boat launch - License Agreement Renewal
Importance: High

Good morning Elizabeth,

Per the approval below please proceed with the License Agreement Renewal between Pinellas County Sheriff's Office and Progress Energy for the PCSO boat lift.

If you have any questions or require additional information please don't hesitate to call me.

Thank you,

Emilio Caragol

Senior Security Specialist - ISO
Progress Energy Corporate Security
1001 Weebee Island Drive
MFL Code BP - 39
St. Petersburg, FL 33702
T: 727-837-6212
F: 727-837-6112
C: 727-408-0199
emilio.caragol@pgnmail.com

From: Callaghan, Tom
Sent: Wednesday, September 23, 2009 8:38 AM
To: Caragol, Emilio
Cc: Sanchez, Terese; Gonzalez, Luis M; Myers, Darren
Subject: RE: Sheriff's boat launch - License Agreement Renewal

Approved

From: Caragol, Emilio
Sent: Tuesday, September 22, 2009 3:44 PM
To: Callaghan, Tom
Cc: Sanchez, Terese; Gonzalez, Luis M; Myers, Darren
Subject: FW: Sheriff's boat launch - License Agreement Renewal
Importance: High

Tom,

9/23/2009

Per Elizabeth email below is time for renewal of the License Agreement with Pinellas County Sheriff's for their boat lift with Progress Energy. The previous agreement was signed by Tom Lawrey on 10/29/2008. Their presence at the Bartow plant is value added to the security of the facility in having the Marine Patrol Unit available to us in the event a maritime incident occurs. I recommend this renewal.

Thanks,

Emilio Caragol

Senior Security Specialist-ISO
Progress Energy, Corporate Security
1601 Weedon Island Drive
Mail Code BP - 39
St. Petersburg FL 33702
P: 727-827-6112
E: 727-827-6112
C: 727-408-0199
or: emilio.caragol@penmail.com

From: Gonzalez, Luis M
Sent: Tuesday, September 22, 2009 11:27 AM
To: Caragol, Emilio
Subject: FW: Sheriff's boat launch - License Agreement Renewal

Emilio please contact this Elizabeth and let's get this approved by Tom Callaghan.

Semper Fi

Luis Gonzalez

Pipeline & Terminal Supervisor
Bartow Plant
Progress Energy Florida
Tel. 727-827-6276
Fax 727-827-6244
Cell. 727-409-9315

From: Spaulding, Elizabeth M [<mailto:bspauld@co.pinellas.fl.us>]
Sent: Tuesday, September 22, 2009 8:31 AM
To: Gonzalez, Luis M; thomas.lawrey@pennmail.com
Subject: FW: Sheriff's boat launch - License Agreement Renewal

The Sheriff's office has expressed the desire to continue to use the boat launch. Please let me know if you have any other use for that site or if the we may renew the License for another year.

Please call me directly with any questions you may have.

Beth Spaulding
Lease Management
509 East Avenue South
Clearwater, FL 33756
464-5447

9/23/2009

RENEWAL INFORMATION

Automatic

Unlimited
(Circle one)

Lease No. 2002-0506

Participant: Florida Power/Bartow Plant

Current Term End Date: 10/1/08

Notice to Terminate Days: 120 At any time: _____
Prior At end of term:

County as: Landlord or Tenant (circle one)

County Contact: Sgt. Glenn Wilson
Dept.: Sheriff Phone No. 453-6947

Advised of next renewal period. yes

Inquired as to County need for space/land. N/A

Approved renewal: Yes or No (circle one)

If No, include reason: _____

Participant Contact: Tom Lawery Phone No. 827-6111

Advised of next renewal period. yes

Approved renewal: Yes or No (circle one)

Staff initials: BS
Date: 10/29/08



Renewal Information

Automatic

Unlimited

Lease No. 2002-0506 Participant: Florida Power (Progress Energy)

Current Term End Date: Oct 1, 2008

Notice to Terminate Days: 30 At any time At end of term:

County as: Landlord Tenant

County Contact: Mike Dallman

Department Sheriff's Dept. Phone No. 582-6403

Advised of next renewal period. Yes No

Inquired as to County need for space/land.

Approved renewal Yes No

If No, include reason: He has no voicemail, email, no contact

Participant Contact: Luis Gonzalez Phone No. luis.gonzalez@pgnmail.com

Advised of next renewal period. Yes No

Approved renewal Yes No

Staff initials: JDH

Date: 9/27/2007

**Progress Energy Florida Agreement
Aquatic Regulatory Zone**

LICENSE AGREEMENT

THIS LIMITED LICENSE PRIVILEGE AGREEMENT, made and entered into this 1st day of November, 2001, by and between FLORIDA POWER CORPORATION, a Florida corporation "LICENSOR" herein, and PINELLAS COUNTY, a political subdivision of the State of Florida, "LICENSEE" herein;

WITNESSETH:

WHEREAS, LICENSOR is the owner of the fee simple title to certain real property located in Pinellas County, Florida, described more particularly in Exhibit "A" attached hereto, which includes a portion being hereinafter referred to as the "License Area" and as shown on sketch attached hereto as Exhibit "B" and by this reference incorporated herein and made a part hereof; and

WHEREAS, LICENSEE is desirous of acquiring from LICENSOR the limited privilege and license to occupy and utilize the License Area for the installation and maintenance of pilings and signs to regulate boating activities; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired limited privilege and license for such occupancy and utilization,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A. That LICENSOR, hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the limited privilege and license to occupy and utilize the license Area for the sole purpose of installing and maintaining pilings and signs regulating boating activities together with such other limited privilege and license as may be reasonably necessary or convenient for the full time enjoyment of the License Area for the above purpose only.

B. That for and in consideration of the foregoing limited privilege and license, the LICENSEE hereby covenants to pay the LICENSOR the sum of \$10.00, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by LICENSOR.

C. It is expressly stipulated by the said LICENSOR and LICENSEE that this License Agreement is a license for permissive use only and that the placing of any improvement upon the property pursuant to this Agreement shall not operate to create or vest property right in said LICENSEE.

D. It is expressly stipulated by the said LICENSOR and LICENSEE that the privileges provided herein create no perpetual rights but determinable privileges depending solely on the conditions in this Agreement and at no time shall this License Agreement be construed as a License coupled with an interest.

E. That LICENSOR'S consent to LICENSEE'S use of the property described herein is limited. Such conditional and restricted consent creates privileges in the LICENSEE to use the land only insofar as compliance with the conditions herein continues.

F. That LICENSOR expressly reserves unto itself, its successors, lessees, and assigns, the continued right to occupy and utilize the entire License Area and to grant to other parties such privileges affecting the License Area as are not inconsistent with privileges herein granted. LICENSOR is not exempt from the aquatic regulator zones except as required to do their power plant maintenance work.

G. That LICENSOR agrees to inform LICENSEE thirty (30) days before constructing additional electrical facilities within the License Area so that LICENSEE can relocate or remove the utilization described herein should LICENSOR determine that such utilization would interfere with LICENSOR'S facilities or use of said area.

H. That upon LICENSEE'S breach of any covenant or condition contained herein, this License Agreement, after written notification by LICENSOR to LICENSEE of such breach and upon failure of LICENSEE to remedy or remove such breach within a period of five (5) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and license herein granted shall thereupon immediately revert to the LICENSOR in absolute, however, LICENSOR expressly does not waive any right of recourse LICENSOR may have against LICENSEE for damages sustained by LICENSOR as a result of such breach.

I. That LICENSOR hereby expressly reserves the right to revoke this License Agreement at will by giving LICENSEE thirty (30) days written notice, and LICENSEE shall have no right to compensation for any expenditures by LICENSEE upon revocation of this License Agreement.

J. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part without the express prior written consent of LICENSOR, which consent of LICENSOR shall be solely at LICENSOR'S discretion.

K. That the validity of this Agreement is contingent upon LICENSEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location, if required. If such zoning, authority, approval and/or permit is not secured, this Agreement will be considered null and void.

L. That LICENSOR shall not be liable for any damages to LICENSEE'S utilization whatsoever, resulting from LICENSOR'S continued use and occupancy of the License Area; LICENSOR, however, shall not willfully cause undue damage to LICENSEE'S utilization.

M. That LICENSOR'S Utilization Coordinator (telephone 407/475-2231, Maitland) shall be notified by LICENSEE at least seven (7) days prior to LICENSEE'S commencing initial activities within the License Area.

N. That LICENSEE shall comply with all federal, state and local laws, rules and regulations in respect to the use of the License Area. LICENSEE shall not store, dispose of, treat or generate any hazardous waste or hazardous substance on the License Area without express advance written approval from LICENSOR. Approval from LICENSOR shall be solely at the LICENSOR'S discretion. The terms "hazardous waste" or "hazardous substance" shall be defined in 40 C.F.R. Part 261 and in 40 C.F.R. Par 300. Failure to comply with this Paragraph "N" shall be cause for immediate cancellation of this Agreement and LICENSEE expressly agrees to be liable to LICENSOR pursuant to Paragraph "Q" (e) for any violation of this Paragraph "N".

O. That upon completion of operations, LICENSEE shall notify LICENSOR'S Utilization Coordinator heretofore mentioned in the above Paragraph "M" for inspection of the License Area.

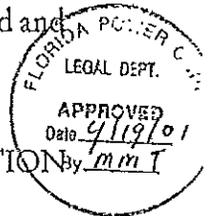
P. That LICENSEE shall furnish LICENSOR with a GIS (or equivalent) map(s) of pilings installed. The pilings will be rectified with a GPS within thirty (30) days of final construction of the pilings and signs.

Q. That LICENSEE hereby expressly understands, covenants, and agrees (a) that nothing contained in this AGREEMENT or contemplated is intended to or shall increase LICENSOR'S liability for personal injury or death or for any property damage, (b) that LICENSOR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of LICENSOR'S License Area by LICENSEE and LICENSEE'S employees, agents, contractors, invitees or any representative, is hereby assumed by LICENSEE and shall be at the sole and exclusive risk of LICENSEE, (d) if and only if such liability is caused by sole LICENSEE'S negligence, that LICENSEE shall answer and satisfy to LICENSOR'S satisfaction any and all complaints relative to LICENSEE'S utilization of LICENSOR'S License Area, and (e) that LICENSEE covenants not to interfere with LICENSOR'S existing and future high voltage electric transmission lines and related facilities in any manner whatsoever.

R. That LICENSEE'S operations, activities and equipment used within the License Area beneath or in proximity to any of LICENSOR'S electrical facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). LICENSEE is further notified and hereby agrees to so notify any of LICENSEE'S employees, agents, contractors, representatives or other persons engaging in LICENSEE'S activities upon said License Area with LICENSEE'S knowledge and under LICENSEE'S supervision or control, that extreme caution is necessary around all of LICENSOR'S electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injury, LICENSEE shall immediately report the nature and extent thereof to LICENSOR'S nearest local office.

S. LICENSEE is self insured and will provide LICENSOR with a Letter of Self Insurance.

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.



WITNESSES:

Sonja S. McCreary
Sonja S. McCreary
Shirley L. Wright
Shirley L. Wright

FLORIDA POWER CORPORATION
(as LICENSOR)

By: Sarah S. Rogers
Sarah S. Rogers, Vice President

Attest: Ruby Haddy
Assistant Secretary

ATTEST:
Karleen F. DeBlaker
Clerk of Circuit Court

PINELLAS COUNTY
By and through its Board of
County Commissioners

By: Linda A. Reed
Deputy Clerk

(as LICENSEE)
By: Ruthanna Sheen O'Neil
Vice-Chairman

Attest:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY Sandra Richardson
ATTORNEY

PAUL L. BARTOW PLANT - Pinellas County

DESCRIPTION

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
ALL OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
THE FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
ALL OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
THE FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
ALL OF FRACTIONAL SECTION 22, TOWNSHIP 30 SOUTH, RANGE 17 EAST,
ALL THAT PORTION OF FRACTIONAL SECTION 16, TOWNSHIP 30 SOUTH, RANGE 17 EAST WHICH LIES SOUTH AND EAST OF THE FOLLOWING DESCRIBE TRACTS OF SUBMERGED OR FILLED LAND IN OLD TAMPA BAY: FROM A POINT WHERE THE CENTER LINE OF GANDY BOULEVARD, PINELLAS COUNTY INTERSECTS THE WEST BOUNDARY LINE OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 17 EAST, THE SAID POINT BEING 206.8 FEET MORE OR LESS, NORTHWARD OF THE SOUTHWEST CORNER OF THE SAID SECTION 16, THENCE RUN IN A NORTHEASTWARDLY DIRECTION ALONG THE CENTER LINE OF GANDY BOULEVARD A DISTANCE OF 957.5 FEET TO A POINT FOR THE TRUE POINT OF BEGINNING, THENCE RUN NORTH 72° 48' 25" EAST A DISTANCE OF 970.0 FEET TO A POINT, THENCE RUN SOUTH 17° 11' 35" EAST A DISTANCE OF 350 FEET TO A POINT, THENCE RUN SOUTH 72° 48' 25" WEST A DISTANCE OF 970.0 FEET TO A POINT, THENCE RUN NORTH 17° 11' 35" WEST A DISTANCE OF 350 FEET TO THE TRUE POINT OF BEGINNING, BEGIN AGAIN AT THE TRUE POINT OF BEGINNING, THENCE RUN IN A SOUTHEASTWARDLY DIRECTION AT RIGHT ANGLES TO THE CENTER LINE OF GANDY BOULEVARD A DISTANCE OF 50 FEET FOR A SECOND TRUE POINT OF BEGINNING, THENCE CONTINUE IN A SOUTHEASTWARDLY DIRECTION AT RIGHT ANGLES TO THE CENTER LINE OF GANDY BOULEVARD A DISTANCE OF APPROXIMATELY 300 FEET TO THE MEAN LOW WATER MARK OF THE SHORE LINE, BEGIN AGAIN AT THE SECOND TRUE POINT OF BEGINNING, THENCE RUN IN A SOUTHWESTWARDLY DIRECTION PARALLEL TO THE CENTER LINE OF GANDY BOULEVARD AND 50 FEET DISTANT SOUTHEASTWARDLY THEREFROM A DISTANCE OF 970 FEET, MORE OR LESS, TO A POINT IN THE WEST BOUNDARY LINE OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 17 EAST, THENCE SOUTHERLY ALONG THE WEST BOUNDARY LINE OF THE SAID SECTION 16 A DISTANCE OF APPROXIMATELY 330 FEET TO THE MEAN LOW WATER MARK OF THE SHORE LINE, THENCE IN A NORTHEASTWARDLY DIRECTION ALONG THE SAID MEAN LOW WATER MARK TO A POINT IN THE LINE FIRST DESCRIBED; THE FOREGOING TRACTS INCLUDING ALL RIPARIAN RIGHTS AND RIGHTS OF ACCRETION THEREUNTO BELONGING, EXCEPTING THEREFROM THAT CERTAIN LAND, SUBMERGED LANDS, RIPARIAN RIGHTS AND ACCRETIONS EXTENDING FOR A DISTANCE OF 250 FEET IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 17 EAST, EAST OF LOTS 36, 37, 38 AND 39, BLOCK 5, FLORIDA RIVERA, PLAT 5 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 17 EAST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 41, PINELLAS COUNTY RECORDS, AS SHOWN IN DEED RECORDED AMONG THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN DEED BOOK 1462, PAGE 599,
TOGETHER WITH ALL RIPARIAN AND LITTORAL RIGHTS APPERTAINING THERETO AND INCLUDING ALL RIGHTS OF ACCRETION, ALLUVION AND DERELICTION.

LESS AND EXCEPTING THE FOLLOWING:

The West 250 feet of South 1276.74 feet of Section 16; and all that part of the West 250 feet of NE 1/4 of Section 21 lying North West of the Pinellas County Bulkhead Line, Segment Eight (as shown by plat thereof recorded August 21, 1964, in Bulkhead Lines Plat Book 1 at Page 90, Public Records of Pinellas County, Florida), all in Township 30 South, Range 17 East.

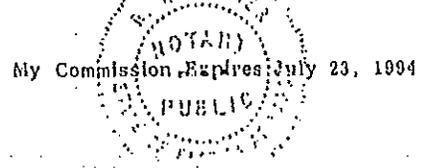
CERTIFICATE

STATE OF FLORIDA)
)ss.

COUNTY OF PINELLAS)

I, the undersigned authority, hereby certify that the foregoing is a true and correct copy of the legal description presented to me by FLORIDA POWER CORPORATION as the original of such legal description.

WITNESS my hand and official seal this 30th day of October, 1990.



R. E. Wisner
R. E. Wisner, Notary Public
State of Florida

WEEDON ISLAND
PRESERVE
AQUATIC
REGULATORY
ZONES

EXHIBIT "B"

- ① Proposed NEW Marker
- ② Existing Markers to REMAIN
- ③ Existing Markers to be RE-SIGNED



RENEWAL INFORMATION

Automatic Unlimited
(Circle one)

Lease No. 2001-0216 Participant: FLORIDA POWER/WEEDON

Current Term End Date: 10/31/10
Notice to Terminate Days: N/A At any time: _____
At end of term: _____

County as: Landlord or Tenant (circle one)

County Contact: PAM LEASURE
Dept.: PARKS Phone No. E-MAIL ATTCH'D

Advised of next renewal period.
Inquired as to County need for space/land.

Approved renewal: Yes or No (circle one)
If No, include reason: _____

Participant Contact: Tom Lowery ~~Anthony SALVAREZZA~~ Tom Callaghan
Phone No. 827-6111 (disconnected)

Advised of next renewal period. 827-6111
Approved renewal: Yes or No (circle one) p/c 10/25
2:45pm.

Staff initials: JA
Date: 10/25/10

RENEWAL INFORMATION

Automatic

Unlimited

(Circle one)

Lease No. 2001-0216

Participant: Florida Power/Weedon Island

Current Term End Date: 10/31/09

Notice to Terminate Days: 30

At any time:

At end of term:

County as: Landlord or Tenant (circle one)

County Contact: Pam Heasure

Dept.: Environmental Management

Phone No. 453-6505

Advised of next renewal period. yes

Inquired as to County need for space/land. NO

Approved renewal: Yes or No (circle one)

If No, include reason: _____

Participant Contact: Tom Lowery

Phone No. 827-6111

Advised of next renewal period. yes

Approved renewal: Yes or No (circle one)

Staff initials: BB

Date: 10/29/08

Spaulding, Elizabeth M

From: Leasure, Pamela S
Sent: Tuesday, October 14, 2008 8:56 AM
To: Spaulding, Elizabeth M
Subject: RE: Progress Energy Renewal - Weedon Island - Boating Speed Signs

Yes please.

Pam Leasure
South County Land Manager
Pinellas County Department of Environmental Management
Environmental Lands Division
1800 Weedon Dr. NE
St. Petersburg, FL 33702
727-453-6505 (office)
727-217-7202 (fax)
www.pinellascounty.org/environment

All mail sent to and from Pinellas County Government is subject to the Public Records Law of Florida.

From: Spaulding, Elizabeth M
Sent: Friday, October 10, 2008 4:12 PM
To: Leasure, Pamela S
Subject: Progress Energy Renewal - Weedon Island - Boating Speed Signs

Hi Pam,

It's renewal time again for the License Agreement. I believe the purpose for this Agreement is to insure the sea grass beds and marine habitat are protected.

Shall we give them another year?

Thanks,
Beth

10/14/2008



Renewal Information

Automatic

Unlimited

Lease No. 2001-0216 Participant: FL Power (Dba Progress Energy)

Current Term End Date: Oct 31, 2008

Notice to Terminate Days: 30 At any time At end of term:

County as: Landlord Tenant

County Contact: Dr. Bruce Rinker

Department Environmental Mgmt. Phone No. 453-6900

Advised of next renewal period. Yes No

Inquired as to County need for space/land.

Approved renewal Yes No

If No, include reason: Absence of Rejection - Renewal w/o Participant Contact

Participant Contact: Bruce Crawford (not contacted) Phone No. _____

Advised of next renewal period. Yes No

Approved renewal Yes No

Staff initials: JDH

Date: 11/28/2007

Braun, Yvonne G

From: Bruce Crawford [bruce.crawford@cohlaw.com]
Sent: Thursday, November 03, 2005 11:30 AM
To: Braun, Yvonne G
Cc: Marva Taylor; william.kramer@pgnmail.com
Subject: RE: License Agreement 11/1/01-Pinellas County & FI Power

Yvonne,
I will forward this email to in house legal and let you know what Progress Energy decides. Perhaps we could just do a letter confirming the extension but I will have to obtain authorization directly from the Company. I will contact you shortly.
Bruce

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

From: Braun, Yvonne G [mailto:Gxvre10@co.pinellas.fl.us]
Sent: Monday, October 31, 2005 9:42 AM
To: bruce.crawford@cohlaw.com
Subject: License Agreement 11/1/01-Pinellas County & FI Power

I am taking the liberty to address this e-mail to you as you were our contact person when the subject agreement was drafted and subsequently signed.

The County's Environmental Mgmt. believes that the agreement should continue for another year. Envir. Mgmt. feels the boating speed regulation signs are necessary to insure the sea grass beds and marine habitat are protected. We hope you concur by replying in the affirmative to this e-mail.

Thank you.

Yvonne G. Braun
Lease Specialist
Lease Management Div.
(727)464-4763

11/3/2005