

## REGULATORY SPECIFIC CONDITIONS

DEP File No.: 38-272432-002-ES

Progress Energy Florida, Inc.

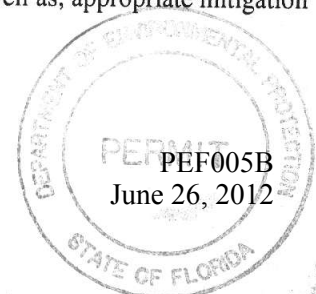
9. The structure authorized by this permit shall not be placed on any property, other than that owned by the permittee, without the prior written approval of that property owner.
10. Outside the specific limits of construction authorized by this permit, any damage to the wetlands/shoreline/littoral zone as a result of the boardwalk/dock/pier/bulkhead construction shall be repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size and density as that in the adjacent undisturbed wetland or littoral areas.
11. The permittee shall comply with the attached General Conditions For Authorizations To Use Sovereignty Submerged Lands for all activities on sovereign submerged lands
12. **General Listed-Species Surveys**
  - a. The applicant will coordinate with the FWC to obtain and follow the current survey protocols for all listed species that may occur within the proposed construction area, with appropriate buffers as defined by the survey protocols, prior to conducting detailed surveys.
  - b. Surveys will be conducted prior to clearing and construction in accordance with the survey protocols. The results of those detailed surveys will be provided to the FWC and coordination will occur with the FWC on appropriate impact mitigation methodologies.

Article IV, Sec. 9, Fla. Constitution; Section 379.2291, Florida Statutes (F.S.); and Chapter 68A-27, Florida Administrative Code (F.A.C.).

### Gopher Tortoise

Information on the gopher tortoise and permitting can be found on the FWC's website.

- c. The Applicant will conduct surveys for gopher tortoises (*Gopherus polyphemus*), in accordance with the FWC-approved Gopher Tortoise Management Plan (adopted in 2007) and current FWC-approved Gopher Tortoise Permitting Guidelines or subsequent versions of the Plan or Guidelines. A burrow survey covering a minimum of 15% of the potential gopher tortoise habitat to be impacted by development is required in order to apply for a relocation permit. Immediately prior to capturing tortoises for relocation, a 100% survey is required to effectively locate and mark all potentially occupied tortoise burrows and to subsequently remove the tortoises. Burrow survey methods are outlined in Appendix 4, Methods for Burrow Surveys on Development (Donor) and Recipient Sites. Surveys must be conducted within 90 days of when an application is submitted to the FWC; however, surveys shall not be conducted within 30 days of any ground disturbance or clearing activities on the donor site. All surveys completed by authorized agents or other permittees are subject to field verification by the FWC. The gopher tortoise surveys should be conducted during the months of April through October.
- d. A permit is not required for activities that occur more than 25 feet from a gopher tortoise burrow entrance, provided that such activities do not harm gopher tortoises or violate rules protecting gopher tortoises. Examples of such violations noted in the past by the FWC include, but are not limited to, killing or injuring a tortoise more than 25 feet away from its burrow; harassing a tortoise by blocking access to its burrow, and altering gopher tortoise habitat to such an extent that resident tortoises are taken.
- e. The Applicant will coordinate with and provide to the FWC a completed gopher tortoise relocation permit(s) application in accordance with the FWC-approved Gopher Tortoise Management Plan and Gopher Tortoise Permitting Guidelines as a post-certification submittal. This permit application will provide information on the location for on-site recipient areas and any off-site FWC approved recipient site, as well as, appropriate mitigation contributions.



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- f. Any commensal species observed during the burrow excavations that are listed by the U.S. Fish and Wildlife Service (USFWS) or FWC will be relocated in accordance with the applicable guidelines for that species.
- g. To the maximum extent possible, all staging and storage areas should be sited to avoid impacts to gopher tortoise burrows and habitat.

Article IV, Sec. 9, Fla. Const.; Section 379.2291, F.S.; and Rule 68A-27.004, F.A.C.

### Florida Manatee

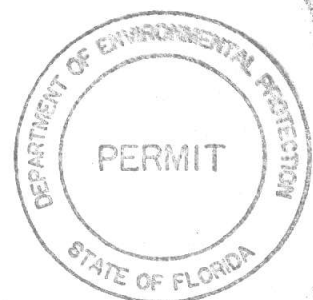
- h. The Standard Manatee Conditions for In-Water Work (revision 2005) shall be followed for all in-water activity located where waters are accessible to manatees. These conditions are enclosed as Attachment 1. Blasting or pile hammering activities to break rock shall be prohibited in or adjacent to waters accessible to manatees. If no other alternative exists, a modification of these conservation measures can be requested. An adequate Blast and Protected Species Watch Plan must be submitted to and approved by the Imperiled Species Management Section of the FWC prior to these methodologies being used.
- i. At least 60 days prior to the beginning of in-water construction or demolition activities located where waters are accessible to manatees, the permittee shall contact the FWC to determine whether observers will be required, how many observers will be needed and who those observers will be. The permittee may provide the FWC with a list of prospective observers or the FWC will provide a list. Observers must be approved by the FWC prior to construction and be equipped with polarized sunglasses to aid in observation. The manatee observer must be on site during all in-water construction activities and will advise personnel to cease operation upon sighting a manatee within 50 feet of any in-water construction activity. Movement of a work barge, other associated vessels, or any in-water work associated with construction or demolition activities shall not be performed after sunset, when the possibility of spotting manatees is negligible. Observers shall maintain a log detailing manatee sightings, work stoppages, and other protected species-related incidents. A report, summarizing all activities noted in the observer logs, the location and name of project, and the dates and times of work shall be submitted within 30 days following project completion to the FWC's Imperiled Species Management Section at: 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600, or e-mailed at fcmpmail@myfwc.com.
- j. If a cofferdam is used during in-water construction to minimize release of sediment to the Cross Florida Barge Canal, the area inside (behind) the cofferdam must be checked for the presence of manatees during and after installation of the barrier before further work occurs to determine that manatees have not been entrapped.

### STORMWATER SPECIFIC CONDITIONS:

NOTICE: If any of the specific conditions listed below are in conflict with any of the general conditions listed in this permit, the specific conditions shall take precedence over the general condition(s).

#### **I. Construction Phase**

- 1. All construction, operation, and maintenance of the stormwater system shall be as set forth in the plans, specifications, and performance criteria contained in the Department file and approved by this permit. Any deviations from the permitted plans are to be addressed by the department prior to their implementation to determine if a modification to the permit is required.



## REGULATORY SPECIFIC CONDITIONS

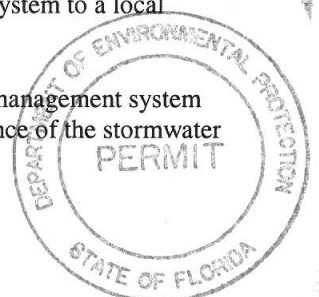
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2. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment controls on-site and to prevent violations of water quality standards in Chapters 62-302 and 62-4, 40D-4 F.A.C., and Chapters 373 and 403, F.S. The Permittee is encouraged to use the appropriate Best Management Practices described in the Florida Land Development Manual: A guide to Sound Land and Water Management (DER, 1988). All wetland areas or water bodies which are outside of the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring, or excess turbidity and dewatering. Turbidity barriers shall be installed at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the proposed work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. The Permittee shall be responsible for the removal of the barriers.
3. The Permittee must obtain a standard general or an individual permit pursuant to 40D-4 and 40D-40, F.A.C. prior to beginning construction of any work that requires a permit under Part IV of Chapter 373, Florida Statutes, that is not authorized by this permit.
4. The Permittee shall provide the Northeast District Office of DEP with prior written notice within 30 days of the date the work authorized by this permit is to commence.
5. If any other regulatory agency should require revisions or modification to the permitted project, the Department is to be notified of the revisions prior to any implementation of such revisions so that a determination can be made whether a permit modification is required.
6. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to or concurrent with building construction or placement of impervious surface within the area served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization. All disturbed areas, swales, retention/detention basin side slopes, and roadside slopes must be sodded or seeded and mulched within 30 days following their completion and a substantial vegetation cover must be established within 60 days of seeding. Erosion preventive measures must be taken to ensure establishment of vegetative cover. All critical slopes immediately above the detention/retention basin must be seeded, mulched, or sodded as required for preventing sedimentation or clogging of the detention/retention basin. If littoral zone is used, eighty percent coverage of the littoral zone by suitable aquatic plants is required within the first twenty-four (24) months of completion of the system. Annual replanting shall be required for littoral areas where aquatic vegetation has not become established or if vegetative cover falls below 80% coverage.
7. Department of Environmental Protection staff, upon proper identification, shall have permission to enter, inspect, and observe the system to insure conformity with the plans and specifications approved by this permit.
8. This permit for construction will expire five (5) years from the date of issuance. If construction is not completed within the specified time period, and the Permittee wishes to complete construction, then pursuant to F.A.C. Rule 62-343.120, the Permittee shall apply for an extension of the permit on forms and in a manner prescribed by the Department sixty (60) days prior to the expiration date of this permit.

## II. Certification of Stormwater System Construction Phase Certification & Maintenance Entity Responsibility

9. Construction of the stormwater management system must be complete and all disturbed areas stabilized in accordance with permitted plans and conditions prior to any of the following: issuance of the first certificate of occupancy; initiation of intended use of the infrastructure; or transfer of responsibility of maintenance of the system to a local government or other responsible entity.
10. If this project is to be constructed in phases and subsequent phases will use the same stormwater management system as the initial phase(s), the Permittee shall accept the responsibility for the operation and maintenance of the stormwater management system for future phases.



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11. The operation phase of the stormwater management system shall not become effective until the following criteria have been met:
- (a) Within thirty (30) days after completion of construction, permittee shall submit a signed and sealed certification by an appropriate registered Florida professional engineer that the system has been constructed and is ready for inspection.
  - (b) The registered professional engineer shall certify that the system has been constructed substantially in accordance with approved plans and specifications; or any deviations from the plans will not prevent system from functioning in compliance with appropriate regulation.
  - (c) As-built drawings are to be furnished and revised accordingly to reflect any changes made during construction. The following information, at a minimum, shall be verified on the as-built drawings:
    - 1. Dimensions and elevations of all discharge structures.
    - 2. Locations, dimensions, and elevation of all underdrain systems including cleanouts, connections to control structures, and points of discharge to receiving waters.
    - 3. Dimensions, elevations, contours or cross sections of all treatment storage areas.
    - 4. Dimensions, elevations, contours, final grades to determine flow direction and runoff.
    - 5. Establishment of erosion control vegetative cover in critical slopes above the detention/retention ponds.
  - (d) The permit will be converted from a construction permit to an operation permit once the project is determined to be in compliance with the permitted plans and appropriate maintenance entity has accepted responsibility for maintenance of the stormwater system. If responsible maintenance entity is different from the Permittee, Form No. 62-343.900(7), F.A.C., "Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase" shall be submitted.
12. The Department must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a permitted system or facility or within 30 days of any transfer of ownership or control of the real property at which the permitted system or facility is located. Transfer of this permit shall be in accordance with the provisions of Chapter 373 F.S. and Chapter 40D-4 and 40D-40, F.A.C. All terms and conditions of this permit shall be binding upon the transferee.

### III. Maintenance Phase – Maintenance Requirements

13. The following operational maintenance activities shall be performed on all permitted retention systems on a regular basis or as needed:
- (a) Removal of trash and debris on at least a bi-monthly basis.
  - (b) Inspection of inlets and outlets.
  - (c) Removal of sediments when the storage volume or conveyance capacity of the system is below design level or when the system is rendered ineffective on account of clogging/sedimentation of the pond bottoms.
  - (d) Stabilization and restoration of eroded areas with permanent vegetative cover.
  - (e) Mowing and removal of grass clippings on at least a bi-monthly basis.
  - (f) Aeration, tilling or replacement of topsoil as needed to restore percolation capability of the system.
  - (g) Replanting if vegetative cover in littoral zones falls below 80% coverage.

The stormwater management system shall be inspected after each heavy rain, but at a minimum once per quarter.





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**Progress Energy Florida, Inc.**

14. Outfall Structures and Ditches

Outfall structures and ditches must be inspected monthly, with the removal of trash, debris, silt and vegetation when necessary to insure proper drainage of stormwater ponds.

15. The Permittee is required to provide for periodic inspections of the stormwater management system. The permittee shall submit reports to the Department certifying that the stormwater management system is operating as designed. The reports shall be submitted to the Department as follows:

- (a) Each inspection shall be documented and kept on file at the facility office. Each inspection report shall contain, as a minimum; date, name of inspector, as found condition of major system features, and nature and extent of maintenance/repair performed.
- (b) Inspection reports for retention, underdrain, wet detention (with/without littoral shelf), and swales shall be submitted one year after completion of construction and every year thereafter. A registered Florida Professional Engineer must sign and seal the report certifying the system is functioning as designed.
- (c) Inspection reports for filtration treatment systems and pumped systems shall be submitted one year after completion of construction and every year thereafter. A registered Florida Professional Engineer must sign and seal the report certifying the filtration treatment system and/or pumped system is operating as designed.

The Reports shall be submitted to the Department's Stormwater Engineer at 7825 Baymeadows Way, Suite B-200, Jacksonville, FL 32256-7590.

- 16. If stormwater management system is not functioning as designed and permitted, operational maintenance must be performed immediately to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design standards, the Permittee must either replace the system or construct an alternative design. In this condition, the permittee must submit a permit modification application within sixty (60) days of the date the system was determined to be design deficient.
- 17. The Permittee shall immediately notify the Department by telephone whenever a serious problem occurs at this facility. Notification shall be made to the Northeast District Office at (904) 807-3300. Within 7 days of telephone notification, the Permittee shall submit to the Department a written report explaining the extent of the problem, its cause, and what actions have been or will be taken to correct the problem.



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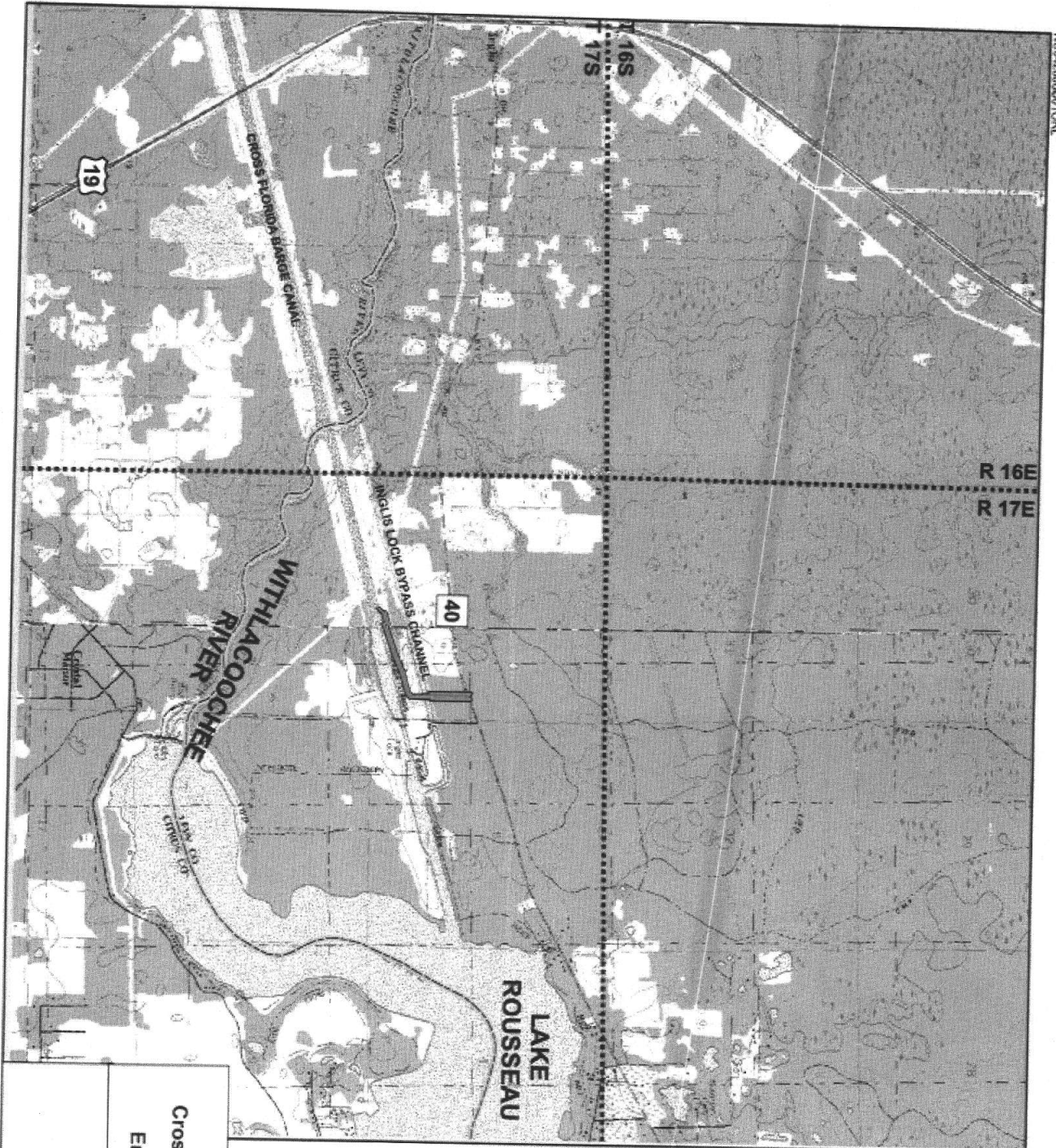
### PUBLIC INTEREST

18. Upon receipt of the federal authorization for the Levy Nuclear Facility, the Permittee shall grant to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") a perpetual non-exclusive 18-foot-wide easement for a public recreational trail over, across and upon an approximately 40-mile-long corridor owned by the Permittee over the raised rail bed from Dunnellon, north to Chiefland, within the existing undeveloped utility corridor ("Board of Trustees' Easement"), contingent upon State of Florida Department of Environmental Protection, Division of State Lands' ("DSL") approval of (1) the form and content of the final title insurance commitment, survey, environmental site assessment ("Due Diligence Products"), (2) the terms and conditions of the Board of Trustees' Easement, and (3) the Title, Possession and Lien Affidavit and Environmental Affidavit to be executed by the Permittee. The Permittee's utility or other facilities may also be located on the raised rail bed. State of Florida Department of Environmental Protection, Office of Greenways and Trails ("OGT") and the Permittee will work together in designing and constructing their respective facilities to assure that the facilities can be co-located on the raised rail bed in a compatible manner. The Permittee's right to use the corridor in the future for the construction, operation and maintenance of electric transmission and distribution lines and other associated utility facilities (including access roads or other linear facilities) or for other uses shall not unreasonably interfere with OGT's design of the trail or its ability to effectively and efficiently manage the Board of Trustees' Easement as a public recreational trail, or the Permittee will relocate such trail facilities at the Permittee's expense and in a manner acceptable to the Board of Trustees and OGT that will retain its intended public function design of the trail or its ability to effectively and efficiently manage the Board of Trustees' Easement as a public recreational trail. In addition to the Permittee's grant of the Board of Trustees' Easement to the Board of Trustees, the Permittee shall also be required to pay compensation to the Board of Trustees in accordance with the terms and conditions of the PEF Easement (hereinafter defined).

Notwithstanding the foregoing, if the Permittee fails to provide the Board of Trustees with one or more of the Due Diligence Products or is unable or unwilling to provide marketable title to the Board of Trustees' Easement and the Board of Trustees does not accept the Board of Trustees' Easement, the Permittee shall instead be required to pay compensation in accordance with terms and conditions of Easement No. 31959 from the Board of Trustees to Permittee over approximately 27.017 acres of the Marjorie Harris Carr Cross Florida Greenway for activities related to Permittee's construction and operation of the Levy Nuclear Power Plant ("PEF Easement"). Furthermore, if the final DSL-approved appraised value of the Board of Trustees' Easement is reduced by 20% or more, as a result of defects disclosed in the Due Diligence Products that are identified by DSL which cannot be cured by the Permittee without engaging in litigation or precursors to litigation or paying more than fair market value to cure such defects, the Permittee has the right to pay compensation in accordance with the terms and conditions of the PEF Easement instead of granting the Board of Trustees' Easement.

The PEF Easement shall automatically and immediately terminate upon the Permittee's withdrawal of its federal permit application for the Levy Nuclear Power Plant or the federal government's denial of the permit. Upon termination or expiration of the PEF Easement PEF shall restore the lands over which the PEF Easement is granted to substantially the same condition it was upon Commencement Date of the PEF Easement, unless the Board of Trustees elects not to require PEF to remove certain improvements and/or facilities and restore all or a portion of the easement area. PEF agrees that upon termination of the PEF Easement all authorization granted thereunder shall cease and terminate.





**LEGEND**

- Project Site
- County Road
- US Highway
- Lake and Pond
- Swamp and Marsh
- County Boundary

**Sources**

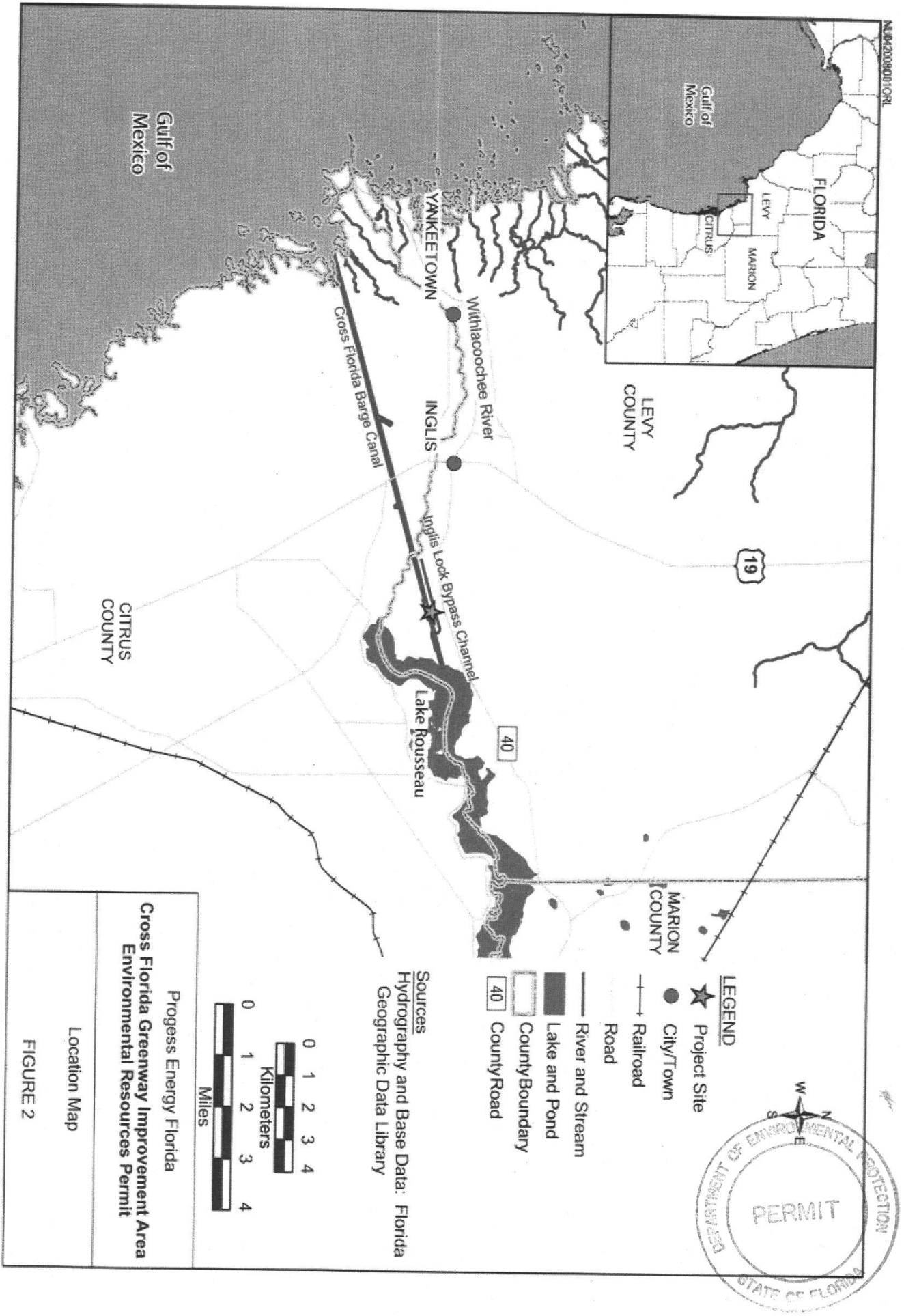
United States Geological Survey  
Quadrangle Maps for:  
Yankeetown, FL (1955-Revised 1993)  
Yankeetown S.E, FL (1991)



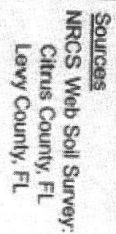
Progress Energy Florida  
Cross Florida Greenway Recreational  
Improvement Area  
Environmental Resource Permit

USGS Quadrangle Map

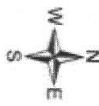
FIGURE 1



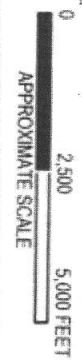




**Sources**  
NRCS Web Soil Survey:  
Citrus County, FL  
Levy County, FL



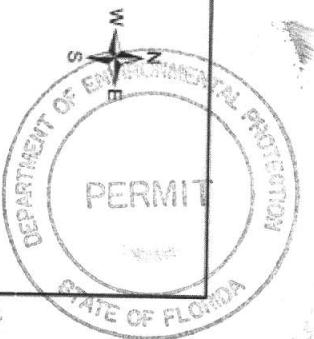
LEGEND	
40	County Road
Citrus County, FL	
Symbol	Unit Name
5	Burger fire sand
7	Myakkae fire sand
10	Portcharno fire sand, depressional
11	Evreux fire sand, 0 to 5 percent slopes
12	Irrevelles fire sand
22	Quartipicaments, 0 to 5 percent slopes
26	Redford fire sand
36	Euacalia fire sand
48	Arents, 45 to 65 percent slopes
50	Kanapaha fine sand, 0 to 5 percent slopes
53	Boca fire sand
55	Urbettines, 0 to 5 percent slopes
57	Orea fire sand
58	Myakkae, intermediate sandstone - Euacalia, intermediate sandstone complex
59	Boca fire sand
60	Broward fine sand
66	Wabser
Levy County, FL	



Progress Energy Florida  
Cross Florida Greenway Recreational  
Improvement Area  
Environmental Resource Permit

Soils Map  
FIGURE 3





**LEGEND**  
County Boundary

Project Site

40 County Road

**Sources**

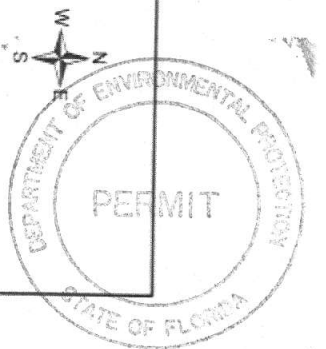
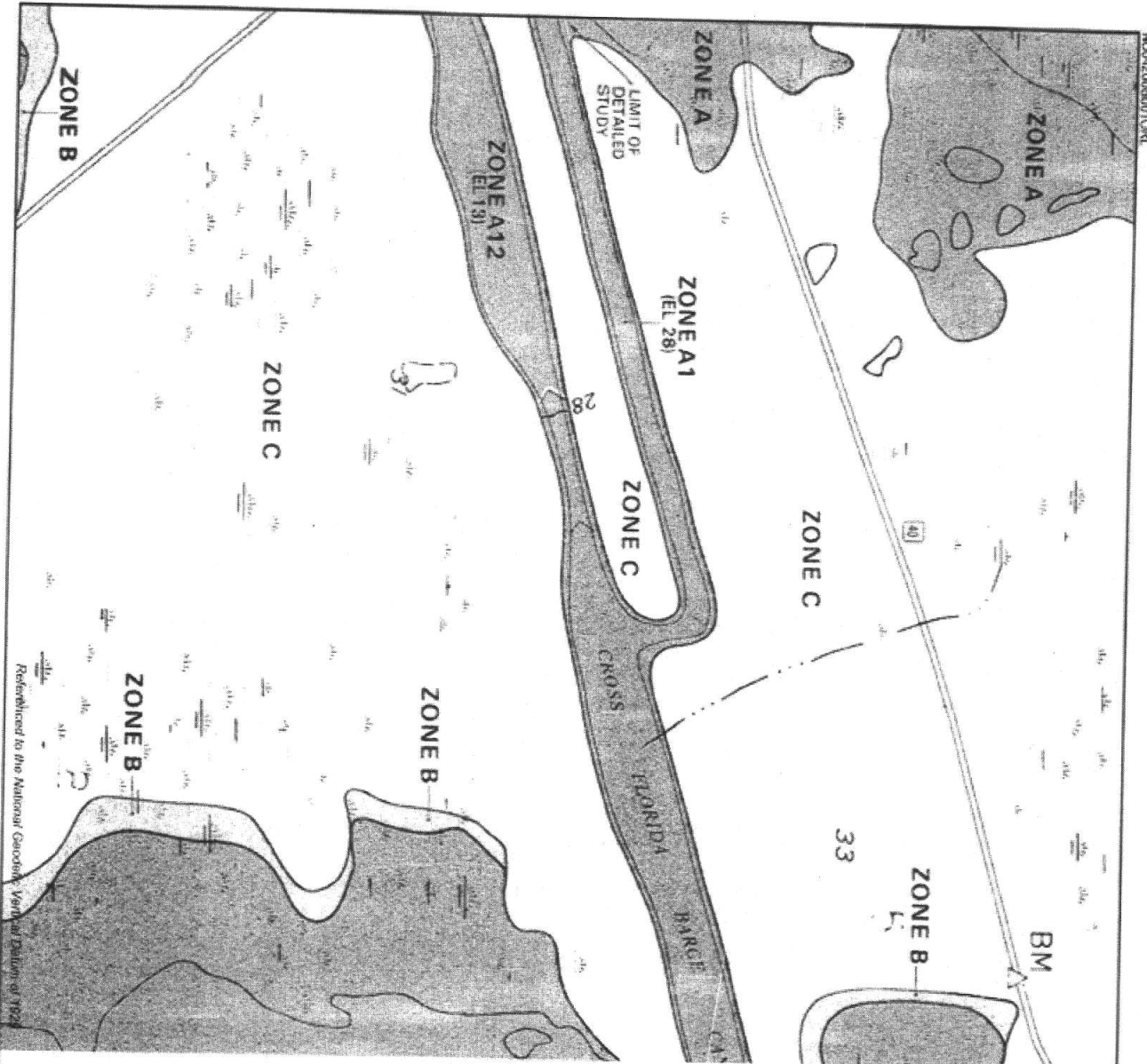
Aerials: SWFWMD 2006



Progress Energy Florida  
Cross Florida Greenway Recreational  
Improvement Area  
Environmental Resource Permit

Project Aerial Map

FIGURE 4



**LEGEND**

40 County Road

RMX Elevation Reference Mark

**Zone Explanation**

**A**

Areas of 100-year flood; base flood elevations and flood hazard factors not determined.

**A1 - A30**

Areas of 100-year flood; base flood elevations and flood hazard factors determined.

**B**

Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

**C**

Areas of minimum flooding.

**Sources**

Federal Emergency Management Agency  
Website: <http://fema.gov>  
Flood Insurance Rate Map Community  
Panel Number 120145 0640 D  
Effective Date March 1, 1984



Progress Energy Florida  
Cross Florida Greenway Improvement Area  
Environmental Resources Permit

FEMA Floodplain Map

FIGURE 5  
SHEET 1 of 5

Referenced to the National Geodetic Vertical Datum of 1929



40 County Road

<u>Zone</u>	<u>Explanation</u>
1	Area of 100%

A Areas of 100-year flood; base flood elevations and flood hazard factors not determined.  
A1 - A30 Areas of 100-year flood; base flood

**B** Areas between limits of the 100-year elevations and flood hazard factors determined.

flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot; or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. Areas of minimum flooding.

Federal Emergency Management Agency  
Website: <http://msc.fema.gov>  
Flood Insurance Rate Map Community  
Panel Number 120145 0625D  
Effective Date March 1, 1984

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Progress Energy Florida  
Cross Florida Greenway Improvement Area  
Environmental Resources Permit

FEMA Floodplain Map

FIGURE 5  
SHEET 2 of 5

Referenced to the National Geodetic Vertical Datum of 1929

MULLENBURY

NEELD

Jerrys Street

PARK STREET

UNNAMED ROAD

UNNAMED ROAD

MASTODON STREET

OAK

DAWNE

LIMIT OF  
DETAILED  
STUDY

40

ZONE C

ZONE C

CORPORATE LIMITS

FLOODING EFFECTS  
FROM WITHLACOOCHIE  
RIVER

ZONE A1  
(EL 28)

LIMIT OF  
DETAILED  
STUDY

Water Control  
Structure

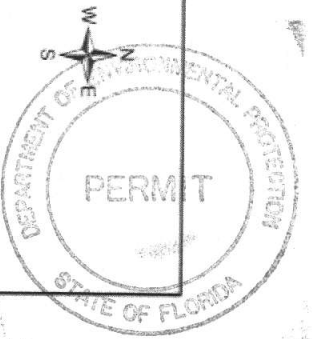
ZONE C

ZONE B

ZONE C

CITRUS COUNTY

Referenced to the National Geodetic Vertical Datum of 1929



**LEGEND**

40 County Road

RMX Elevation Reference Mark

**Zone** **Explanation**

A

Areas of 100-year flood; base flood elevations and flood hazard factors not determined.

A1 - A30

Areas of 100-year flood; base flood elevations and flood hazard factors determined.

B

Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

C

Areas of minimum flooding.

**Sources**

Federal Emergency Management Agency  
Website: <http://fema.gov>  
Flood Insurance Rate Map Community  
Panel Number 120586 0005 B  
Effective Date March 1, 1984



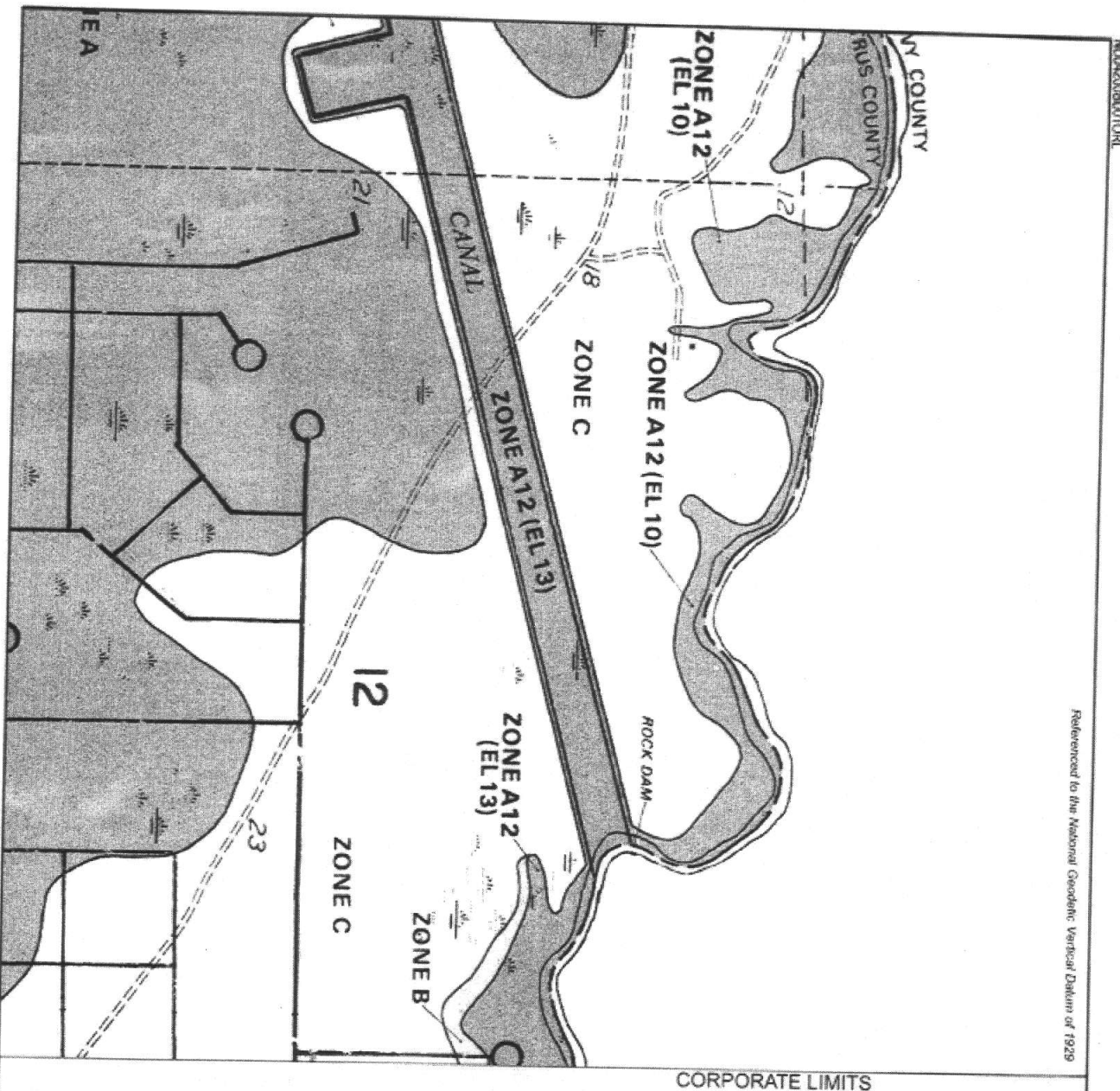
Progress Energy Florida  
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Environmental Resources Permit

FEMA Floodplain Map

FIGURE 5  
SHEET 3 of 5



Referenced to the National Geographic Vertical Datum of 1929



CORPORATE LIMITS

# LEGEND

40 County Road

RMX Elevation Reference Mark

Zone Explanation

A

Areas of 100-year flood; base flood elevations and flood hazard factors not determined.

A1 - A30

Areas of 100-year flood; base flood elevations and flood hazard factors determined.

B

Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

C

Areas of minimum flooding.

## Sources

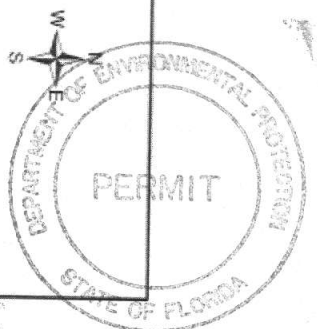
Federal Emergency Management Agency  
 Website: <http://fema.gov>  
 Flood Insurance Rate Map Community  
 Panel Number 120063 0020 B  
 Effective Date August 15, 1984



Progress Energy Florida  
 Cross Florida Greenway Improvement Area  
 Environmental Resources Permit

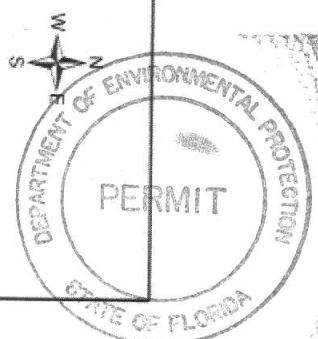
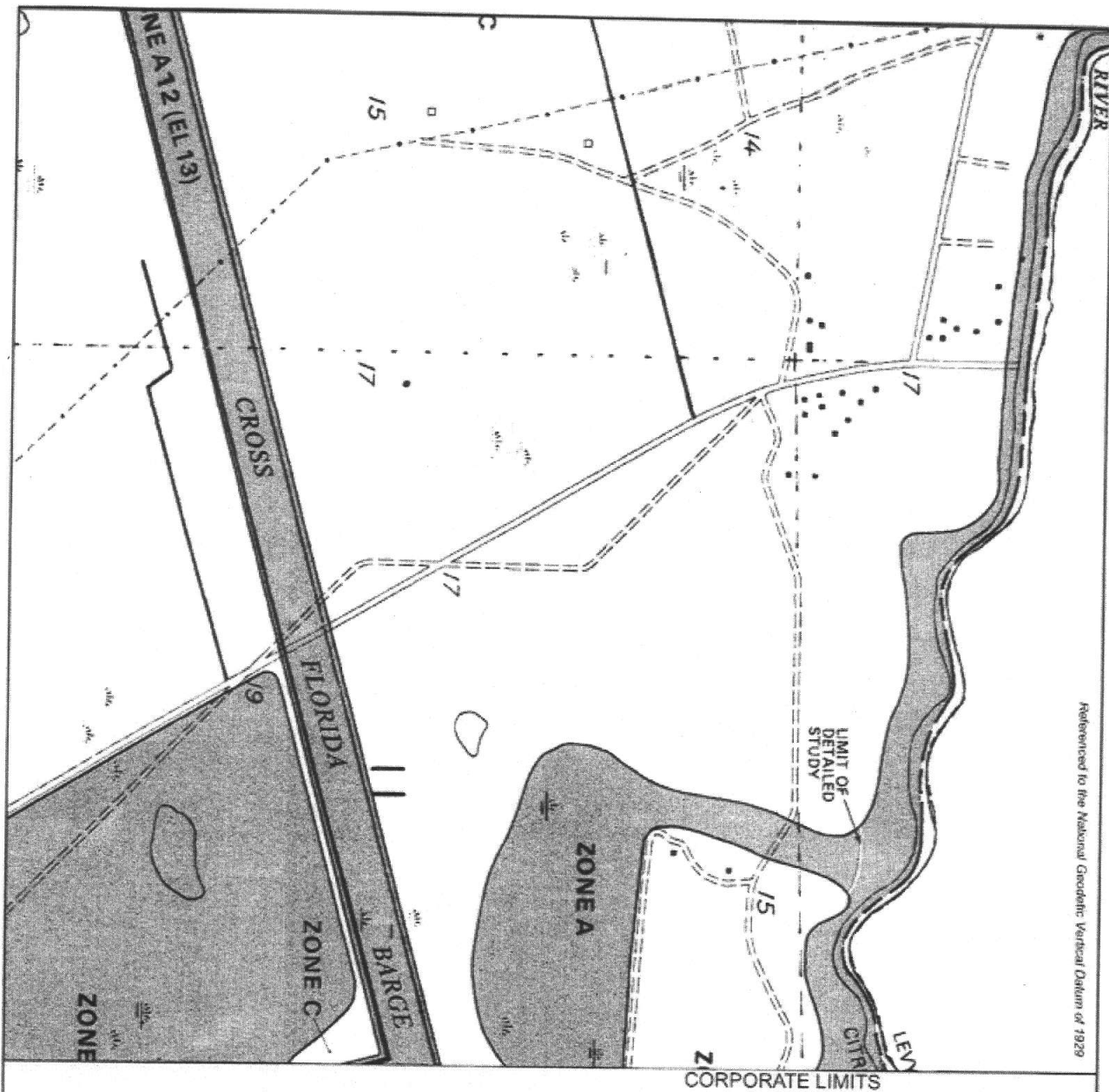
FEMA Floodplain Map

FIGURE 5  
 SHEET 4 of 5





Referenced to the National Geodetic Vertical Datum of 1929



**LEGEND**

- 40** County Road
- RMX** Elevation Reference Mark
- Zone**
- A** **Explanation**  
Areas of 100-year flood, base flood elevations and flood hazard factors not determined.
- A1 - A30** Areas of 100-year flood; base flood elevations and flood hazard factors determined.
- B** Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.
- C** Areas of minimum flooding.

**Sources**

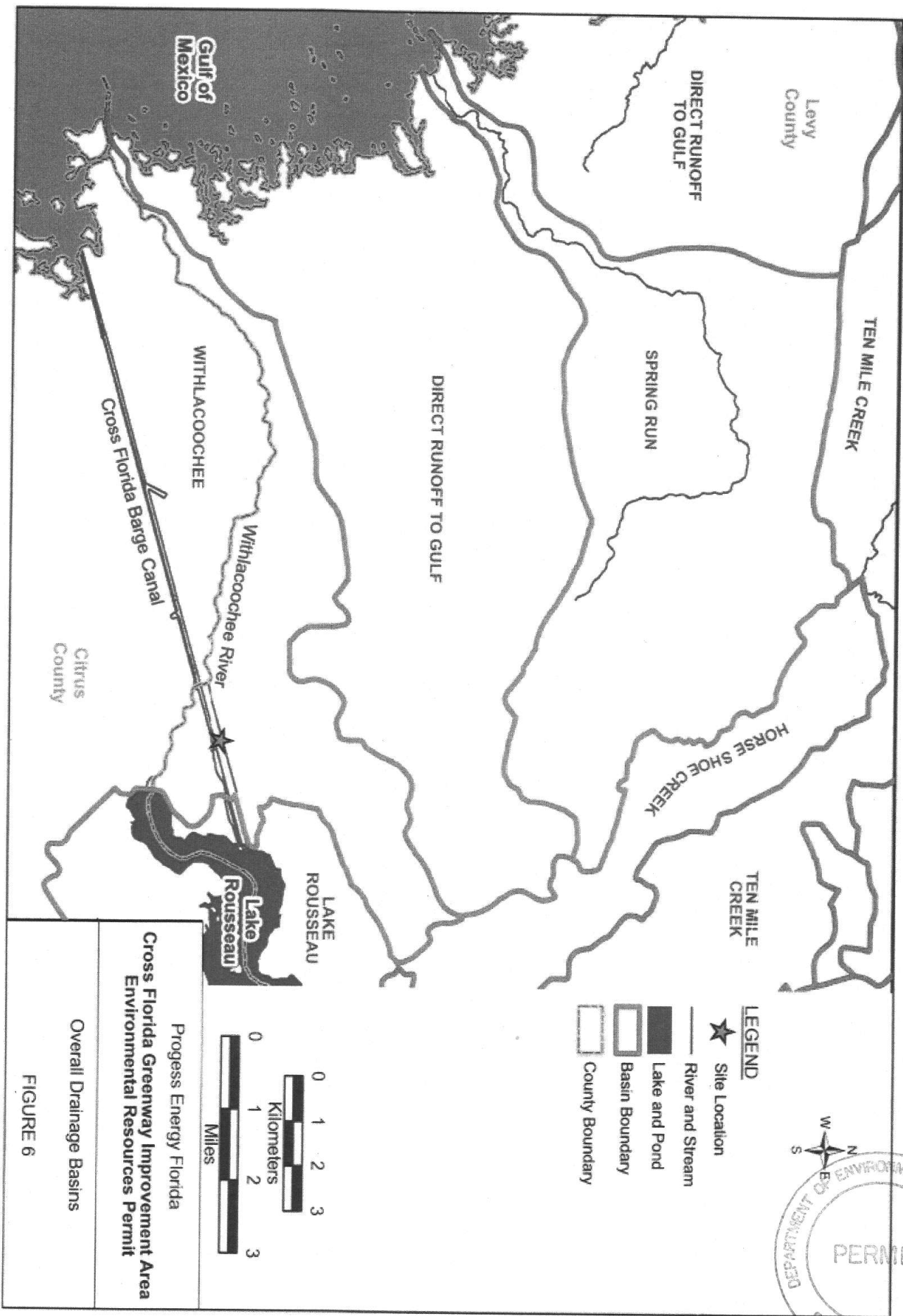
Federal Emergency Management Agency  
Website: <http://rmc.fema.gov>  
Flood Insurance Rate Map Community  
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Progress Energy Florida  
Cross Florida Greenway Improvement Area  
Environmental Resources Permit

FEEMA Floodplain Map

FIGURE 5  
SHEET 5 of 5



Progress Energy Florida  
Cross Florida Greenway Improvement Area  
Environmental Resources Permit

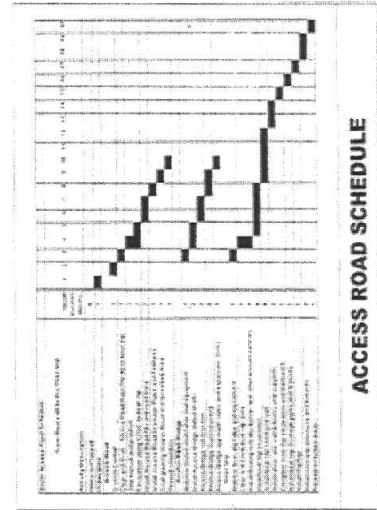
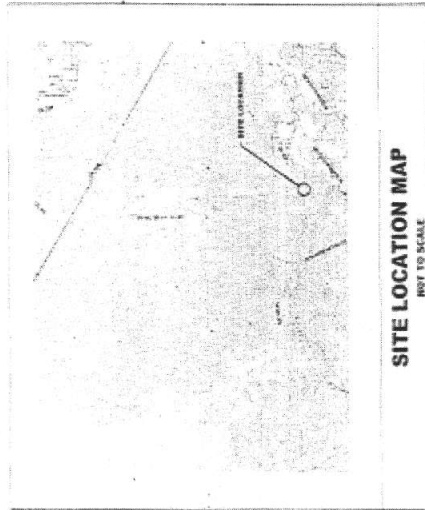
Overall Drainage Basins

FIGURE 6

# SITE AND STRUCTURE PLANS CROSS FLORIDA GREENWAY RECREATIONAL IMPROVEMENT AREA

Florida Power Corporation dba Progress Energy Florida, Inc., (PEF)  
299 First Avenue North, P.O. Box 903, St. Petersburg, FL 33701

Recreational Area: State Park  
Project: Cross Florida Greenway  
Project Location: St. Petersburg, FL  
Project Description: The project consists of the construction of a new recreational area, including a trail, a parking area, and a picnic area. The project is located on the grounds of the St. Petersburg State Park.  
Project Owner: Florida Power Corporation dba Progress Energy Florida, Inc.  
Project Engineer: [Signature]  
Project Date: [Date]



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DEP-JACKSONVILLE

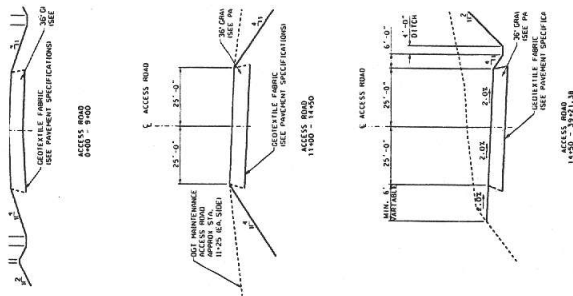


**Table 1: Project Details**

Project Name	Project Location	Project Description	Project Owner	Project Engineer	Project Date
Cross Florida Greenway	St. Petersburg, FL	Construction of a new recreational area, including a trail, a parking area, and a picnic area.	Florida Power Corporation dba Progress Energy Florida, Inc.	[Signature]	[Date]

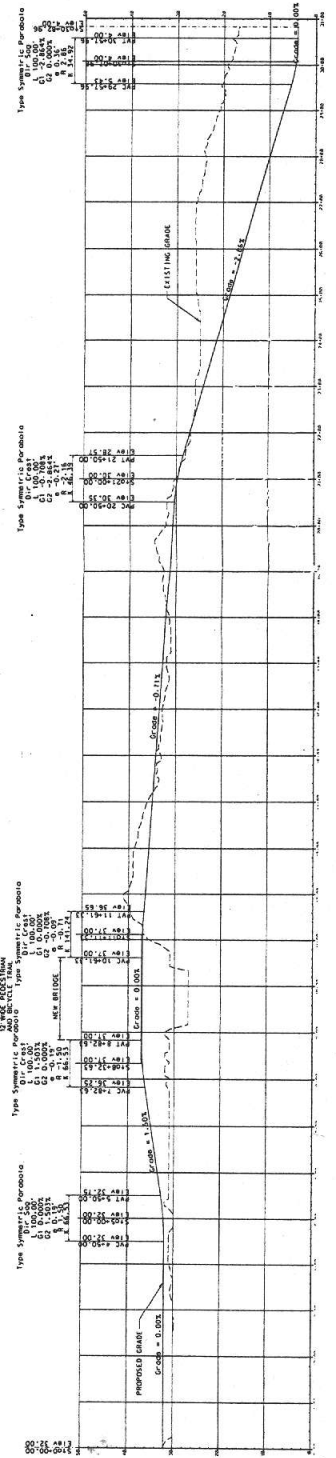
**Table 2: Project Details**

Project Name	Project Location	Project Description	Project Owner	Project Engineer	Project Date
Cross Florida Greenway	St. Petersburg, FL	Construction of a new recreational area, including a trail, a parking area, and a picnic area.	Florida Power Corporation dba Progress Energy Florida, Inc.	[Signature]	[Date]



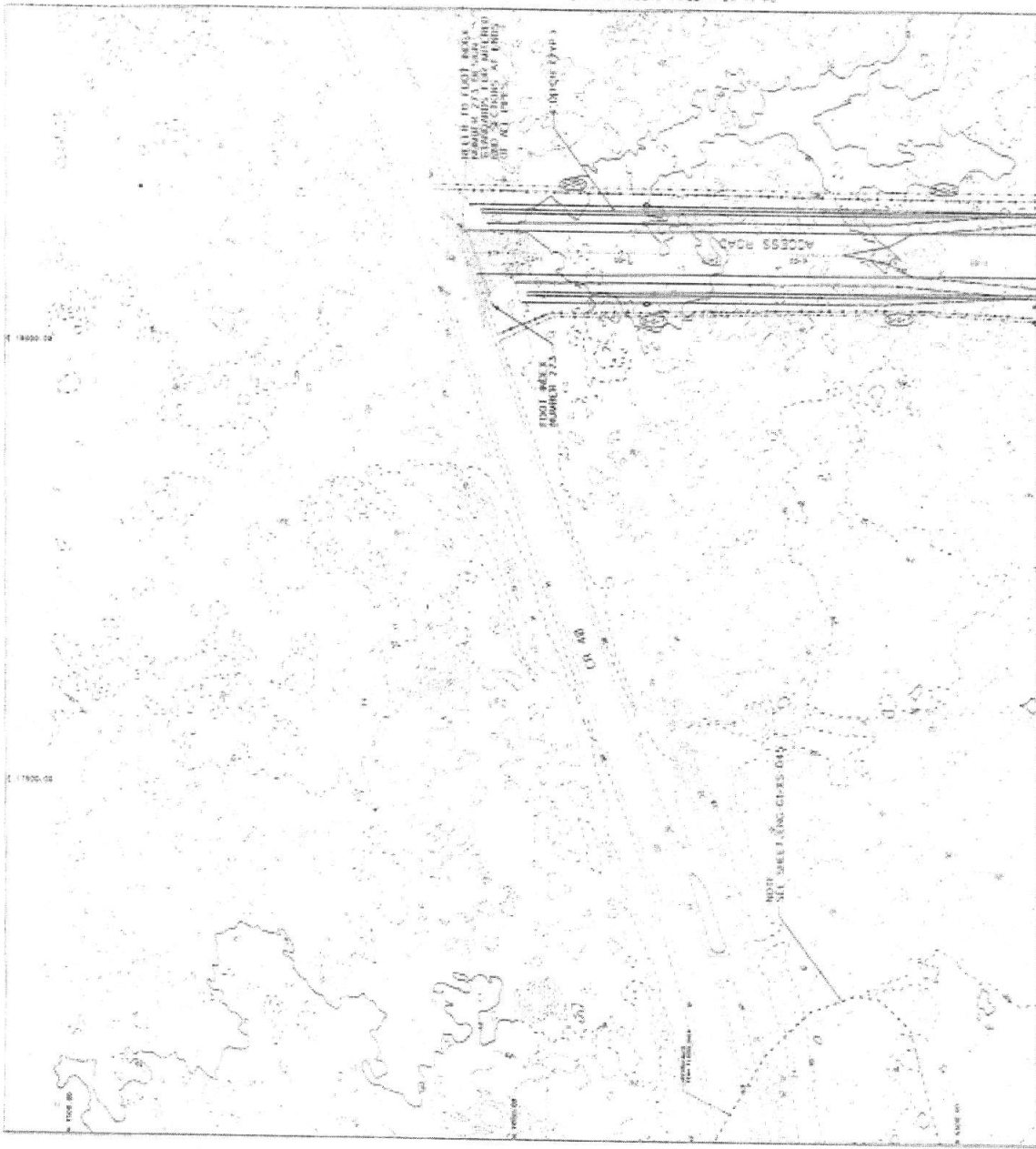
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SNOW NUCLEAR SNOE & WESLER INC. 100 TECHNOLOGY CENTER STURGEON, IA 50072-22 COA 48345	WEC SAFETY CLASSIF. THIS DOCUMENT CONTAINS INFORMATION RELATIVE TO THE SAFETY OF THE REACTOR AND THE PUBLIC AND THEREFORE IS CLASSIFIED AS "SAFE"	PROGRESS ENERGY 61 RD 104A EAST
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MAR 11 2009  
NORTHEAST DISTRICT  
DEP-JACKSONVILLE

MAR 11 2009



18000.00

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WATER TO FOOT BRICK  
WATER TO 2' ON SIDE  
WATER TO 2' ON SIDE  
WATER TO 2' ON SIDE  
WATER TO 2' ON SIDE

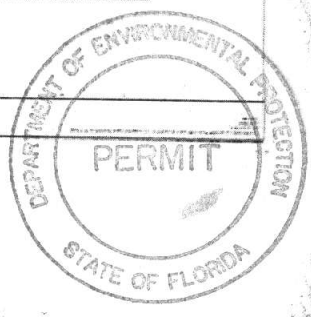
FOOT BRICK  
WATER TO 2' ON SIDE

18000.00

NOTE: SEE SHEET 1, ENCLOSURE 1

FOR PERMITTING

PROJECT NAME PROJECT NUMBER PROJECT LOCATION PROJECT DATE	
PROJECT DESCRIPTION PROJECT STATUS	
PROJECT OWNER PROJECT CONTACT	
PROJECT REVIEWER PROJECT REVIEW DATE	
PROJECT REVIEWER SIGNATURE PROJECT REVIEWER TITLE	
PROJECT REVIEWER ORGANIZATION	
PROJECT REVIEWER ADDRESS	
PROJECT REVIEWER PHONE	
PROJECT REVIEWER FAX	
PROJECT REVIEWER EMAIL	
PROJECT REVIEWER COMMENTS	



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[illegible][illegible][illegible][illegible]

Ed. A. S. L.

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CROSS-SECTIONAL ANALYSIS OF THE



THIS PLAN IS A PART OF THE PERMIT APPLICATION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

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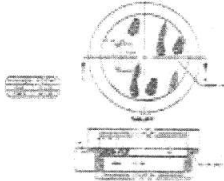
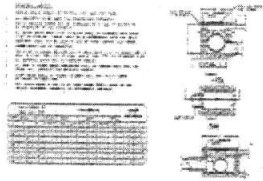
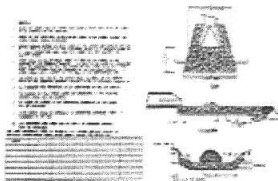
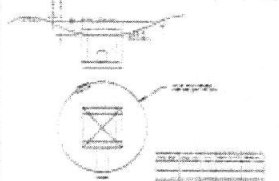
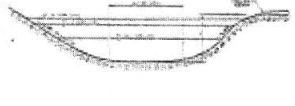
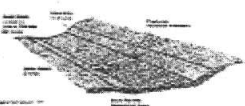

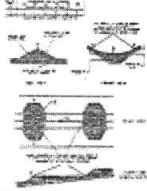
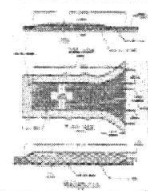

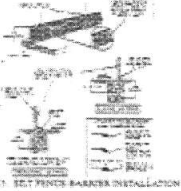
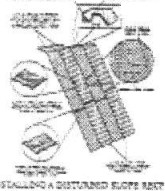
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PROJECT NO.	DATE
PROJECT NAME	LOCATION
OWNER	DESIGNER
ENGINEER	DATE

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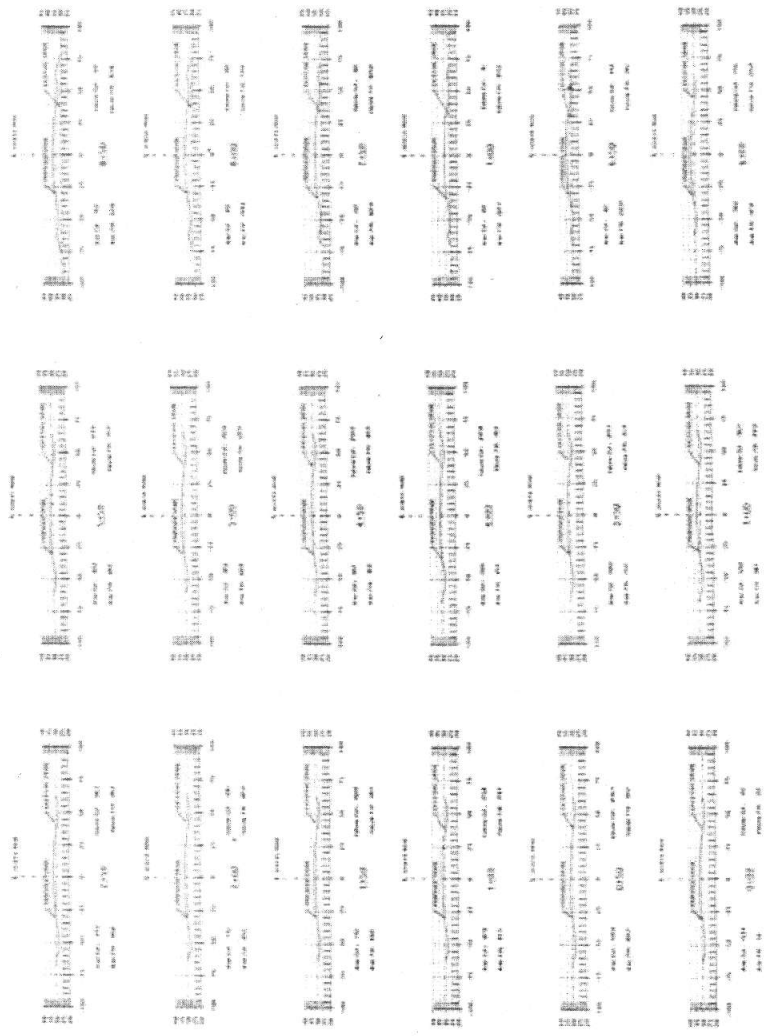


 <p>1. MANHOLE RING AND COVER</p>	 <p>2. SLAG TYPE CATCH BASIN</p>	 <p>3. RIP RAP APRON AT PIPE OUTFALL</p>	 <p>4. GRADING AT DROP INLET</p>
	 <p>5. DRY SPILL</p>	 <p>6. DRY SWALE WATER CHECK DAM</p>	 <p>7. MATTING</p>
	 <p>8. TURBIDITY BARRIER</p>	 <p>9. ROCK CHECK STRUCTURES FOR SMALL DRAINAGE CHANNELS</p>	 <p>10. ROCK BARRIERS FOR AREA DRAINS</p>
 <p>11. SILT FENCE BARRIER INSTALLATION</p>	 <p>12. INSTALLING A DISTURBED SLOPE REST</p>		

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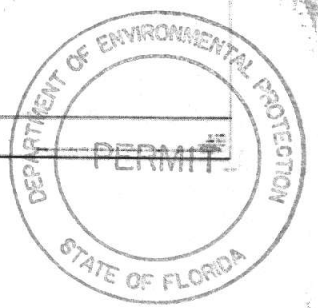
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 PROJECT NO. 100-1  
 DATE: 10/1/10  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 PERMIT NO. 100-1  
 EXPIRATION DATE: 10/1/11  
 DEPARTMENT OF TRANSPORTATION  
 STATE OF FLORIDA

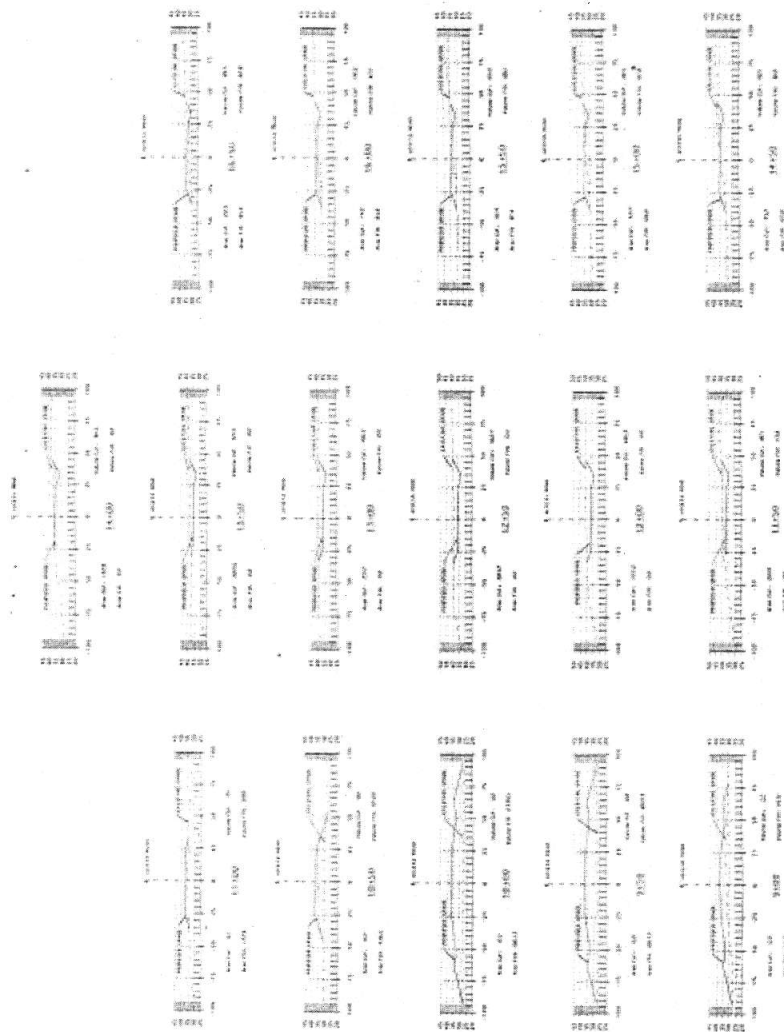


FOR PLATTING

PROJECT NO. 100-1000 PROJECT NAME: PROPOSED ACCESS ROAD PROJECT LOCATION: 100-1000	
PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: 10/10/00	SCALE: 1" = 40' SHEET NO. 1 OF 1

*See also 100*





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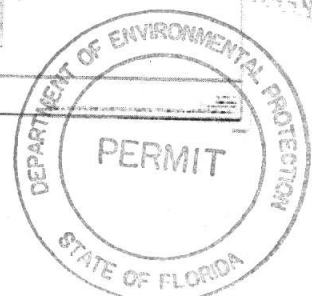
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1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

1. *Staphylococcus aureus* (100 µg)

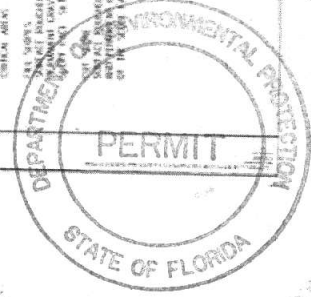
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1901	1902	PAID TO J. B. BROWN	100	100
1902	1903	PAID TO J. B. BROWN	100	200
1903	1904	PAID TO J. B. BROWN	100	300
1904	1905	PAID TO J. B. BROWN	100	400
1905	1906	PAID TO J. B. BROWN	100	500
1906	1907	PAID TO J. B. BROWN	100	600
1907	1908	PAID TO J. B. BROWN	100	700
1908	1909	PAID TO J. B. BROWN	100	800
1909	1910	PAID TO J. B. BROWN	100	900
1910	1911	PAID TO J. B. BROWN	100	1000
1911	1912	PAID TO J. B. BROWN	100	1100
1912	1913	PAID TO J. B. BROWN	100	1200
1913	1914	PAID TO J. B. BROWN	100	1300
1914	1915	PAID TO J. B. BROWN	100	1400
1915	1916	PAID TO J. B. BROWN	100	1500
1916	1917	PAID TO J. B. BROWN	100	1600
1917	1918	PAID TO J. B. BROWN	100	1700
1918	1919	PAID TO J. B. BROWN	100	1800
1919	1920	PAID TO J. B. BROWN	100	1900
1920	1921	PAID TO J. B. BROWN	100	2000
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1922	1923	PAID TO J. B. BROWN	100	2200
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1924	1925	PAID TO J. B. BROWN	100	2400
1925	1926	PAID TO J. B. BROWN	100	2500
1926	1927	PAID TO J. B. BROWN	100	2600
1927	1928	PAID TO J. B. BROWN	100	2700
1928	1929	PAID TO J. B. BROWN	100	2800
1929	1930	PAID TO J. B. BROWN	100	2900
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1939	1940	PAID TO J. B. BROWN	100	3900
1940	1941	PAID TO J. B. BROWN	100	4000
1941	1942	PAID TO J. B. BROWN	100	4100
1942	1943	PAID TO J. B. BROWN	100	4200
1943	1944	PAID TO J. B. BROWN	100	4300
1944	1945	PAID TO J. B. BROWN	100	4400
1945	1946	PAID TO J. B. BROWN	100	4500
1946	1947	PAID TO J. B. BROWN	100	4600
1947	1948	PAID TO J. B. BROWN	100	4700
1948	1949	PAID TO J. B. BROWN	100	4800
1949	1950	PAID TO J. B. BROWN	100	4900
1950	1951	PAID TO J. B. BROWN	100	5000
1951	1952	PAID TO J. B. BROWN	100	5100
1952	1953	PAID TO J. B. BROWN	100	5200
1953	1954	PAID TO J. B. BROWN	100	5300
1954	1955	PAID TO J. B. BROWN	100	5400
1955	1956	PAID TO J. B. BROWN	100	5500
1956	1957	PAID TO J. B. BROWN	100	5600
1957	1958	PAID TO J. B. BROWN	100	5700
1958	1959	PAID TO J. B. BROWN	100	5800
1959	1960	PAID TO J. B. BROWN	100	5900
1960	1961	PAID TO J. B. BROWN	100	6000
1961	1962	PAID TO J. B. BROWN	100	6100
1962	1963	PAID TO J. B. BROWN	100	6200
1963	1964	PAID TO J. B. BROWN	100	6300
1964	1965	PAID TO J. B. BROWN	100	6400
1965	1966	PAID TO J. B. BROWN	100	6500
1966	1967	PAID TO J. B. BROWN	100	6600
1967	1968	PAID TO J. B. BROWN	100	6700
1968	1969	PAID TO J. B. BROWN	100	6800
1969	1970	PAID TO J. B. BROWN	100	6900
1970	1971	PAID TO J. B. BROWN	100	7000
1971	1972	PAID TO J. B. BROWN	100	7100

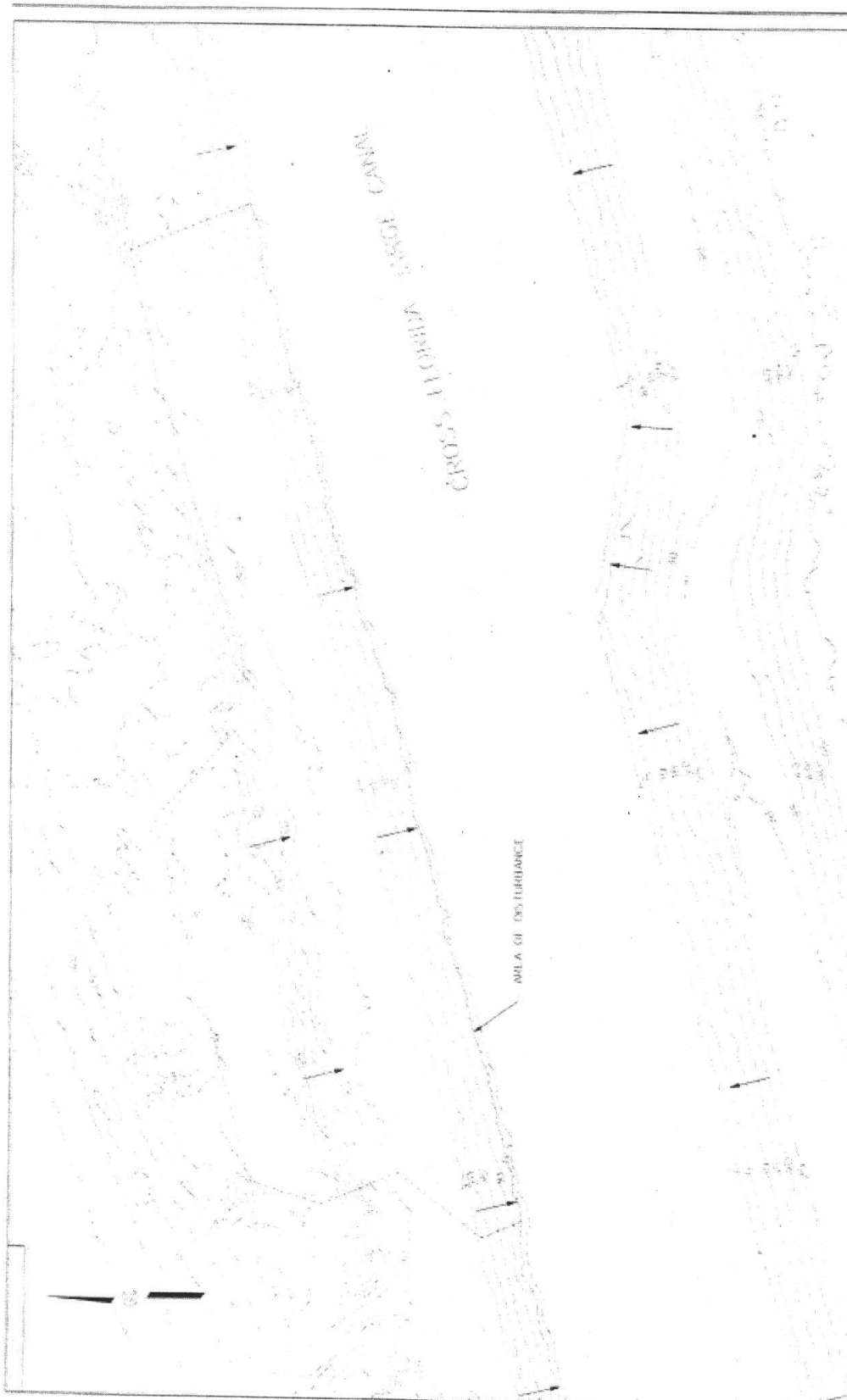
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Dea Syl

NAME OF VENDOR NAME OF BUYER ADDRESS CITY STATE ZIP		ORDER NO. QUANTITY UNIT PRICE TOTAL PRICE TAX TOTAL		ORDER DATE ORDER TIME ORDER STATUS ORDER TYPE ORDER CLASS		ORDER NO. QUANTITY UNIT PRICE TOTAL PRICE TAX TOTAL		ORDER DATE ORDER TIME ORDER STATUS ORDER TYPE ORDER CLASS	
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FOR PERMITTING





*OK ASH*

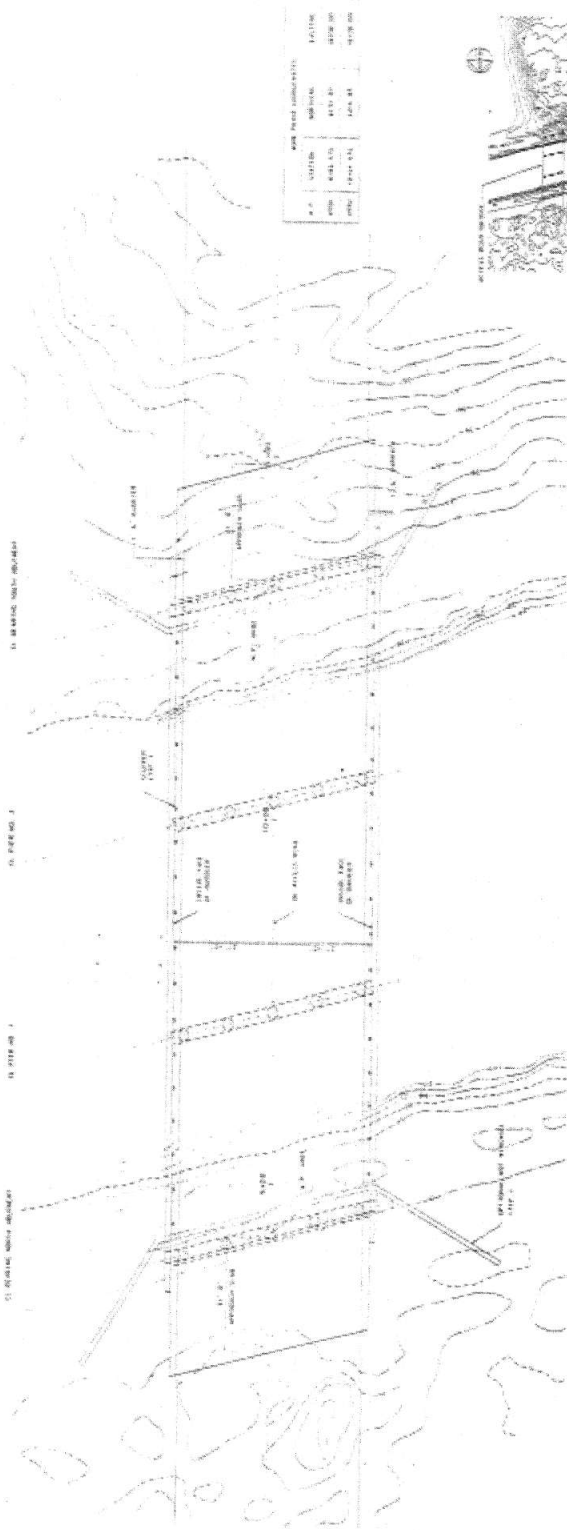


PROJECT NAME CROSS SECTION		DATE 10/1/88	
PROJECT NO. 100		SHEET NO. 1	
PROJECT LOCATION CROSS SECTION		PROJECT STATUS IN PROGRESS	
PROJECT DESCRIPTION CROSS SECTION		PROJECT COMMENTS CROSS SECTION	
PROJECT DRAWN BY CROSS SECTION		PROJECT CHECKED BY CROSS SECTION	
PROJECT APPROVED BY CROSS SECTION		PROJECT REVIEWED BY CROSS SECTION	

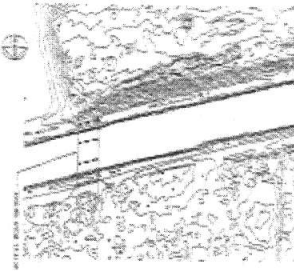
FOR PERMITTING



NOTES:  
1. DRIVE TO BRIDGE AND ROAD TO THE TOP OF THE HILLS.



DATE	TIME	WIND	TEMP	HUMID	SEA
10/10/68	10:00	10:00	10:00	10:00	10:00
10/11/68	10:00	10:00	10:00	10:00	10:00
10/12/68	10:00	10:00	10:00	10:00	10:00
10/13/68	10:00	10:00	10:00	10:00	10:00
10/14/68	10:00	10:00	10:00	10:00	10:00
10/15/68	10:00	10:00	10:00	10:00	10:00
10/16/68	10:00	10:00	10:00	10:00	10:00
10/17/68	10:00	10:00	10:00	10:00	10:00
10/18/68	10:00	10:00	10:00	10:00	10:00
10/19/68	10:00	10:00	10:00	10:00	10:00
10/20/68	10:00	10:00	10:00	10:00	10:00



SEE PLAN

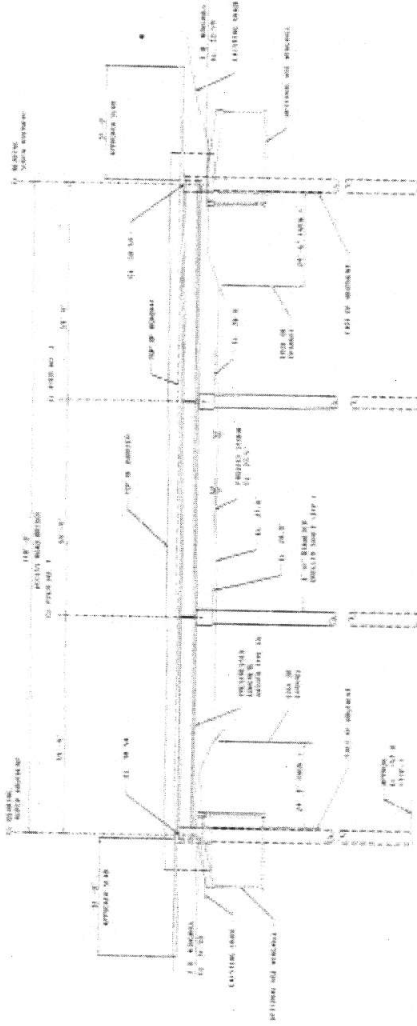
FOR PLANNING

PROJECT NO. 100-100-100 PROJECT NAME: BRIDGE AND ROAD PROJECT LOCATION: BRIDGE AND ROAD PROJECT DATE: 10/10/68	
PROJECT DESCRIPTION: BRIDGE AND ROAD PROJECT OWNER: BRIDGE AND ROAD PROJECT ENGINEER: BRIDGE AND ROAD	
PROJECT STATUS: BRIDGE AND ROAD PROJECT PHASE: BRIDGE AND ROAD PROJECT COMMENTS: BRIDGE AND ROAD	



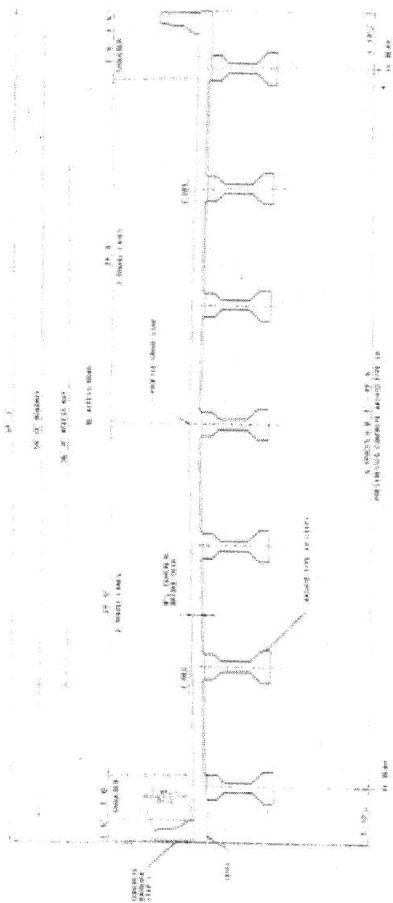
*Del. ASYL*

BRIDGE PLAN

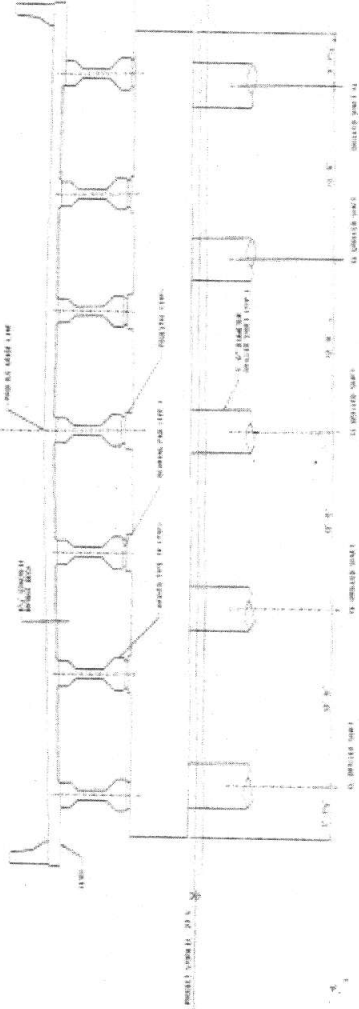


BRIDGE PLAN

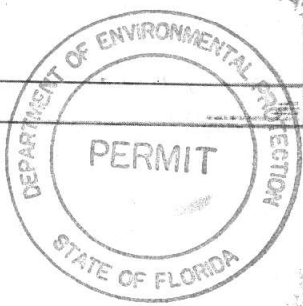




TYPICAL CROSS SECTION



TYPICAL CROSS SECTION



*Handwritten signature: D. A. S. J.*

PROJECT NAME PROJECT NUMBER PROJECT LOCATION		PROJECT DATE PROJECT SCALE PROJECT DRAWN BY	
PROJECT DESCRIPTION PROJECT PURPOSE		PROJECT REVIEW PROJECT APPROVAL	
PROJECT STATUS PROJECT COMMENTS		PROJECT SIGNATURE PROJECT DATE	

# NOTICE

**YOUR PROJECT DID NOT QUALIFY FOR THE STATE AND FEDERAL COMBINED STATE PROGRAMMATIC GENERAL PERMIT (SPGP) PROGRAM. THE ATTACHED AUTHORIZATION(S) DOES NOT INCLUDE THE REQUIRED FEDERAL AUTHORIZATION FOR YOU TO CONSTRUCT YOUR PROJECT. A COPY OF YOUR APPLICATION HAS BEEN SENT TO THE US ARMY CORPS OF ENGINEERS (USACOE) FOR PROCESSING. THE FEDERAL AUTHORIZATION FOR YOUR PROJECT WILL BE SENT TO YOU SEPARATELY BY THE USACOE. YOU CANNOT CONSTRUCT YOUR PROJECT WITHOUT THE APPROPRIATE FEDERAL AUTHORIZATION. THE USACOE CAN BE CONTACTED IN JACKSONVILLE AT 904-232-1679.**



# NOTICES SUBMITTED TO THE DEPARTMENT

Your permit DEP File No.: 38-272432-002-ES requires you to submit the attached Notices to the Department at the times indicated. Failure to submit these notices will constitute noncompliance with the conditions of your permit and an enforcement action may be brought against you. If you are using a contractor you are responsible for insuring these notices are submitted to the Department.

**PLEASE NOTE** - References to stormwater management systems in the attached forms refers to the activity or activities authorized in your permit.

**CONSTRUCTION COMMENCEMENT NOTICE -- FORM 62-343.900(3)**

To be submitted 48 hours PRIOR to the commencement of the activity

**ANNUAL STATUS REPORT - Form 62-343.900(4)**

To be submitted annually each JUNE whenever the construction period exceeds one year after the construction commencement date.

**AS BUILT CERTIFICATION PRIVATE RESIDENT -- FORM NED/AS-BUILT**

In some cases, such as a single family resident constructing a structure on their own property for their own use, certification by a registered professional is not required. However, written notice to the Department within 30 days of completion of construction of the date the structure was completed is required. If you are a private single family resident property owner please use the As Built Certification - Private Resident form .

**APPLICATION FOR TRANSFER OF PERMIT -- Form 62-343.900(8)**

To be submitted within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or real property at which the system is located.

**SUBMIT ALL NOTICES TO:** Department of Environmental Protection  
Environmental Resources Program  
7825 Baymeadows Way, Suite B-200  
Jacksonville, Florida 32256-7590



**ENVIRONMENTAL RESOURCE PERMIT  
CONSTRUCTION COMMENCEMENT NOTICE**

PROJECT: \_\_\_\_\_ PHASE: one (1)

I hereby notify the Department of Environmental Protection that the construction of the surface water management system authorized by Environmental Resource Permit No.: 38-272432-002-ES has / is expected to commence on \_\_\_\_\_  
\_\_\_\_\_ 200\_\_\_\_, and will require a duration of approximately \_\_\_\_\_ months \_\_\_\_\_ weeks \_\_\_\_\_ days to complete.

It is understood that should the construction term extend beyond one year, I am obligated to submit the Annual Status Report for Surface Water Management System Construction.

PLEASE NOTE: If the actual commencement date is not known, Department staff should be notified in writing in order to satisfy permit conditions.

\_\_\_\_\_  
Permittee or  
Authorized Agent

\_\_\_\_\_  
Title and Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

Form #62-343.900(3), F.A.C.  
Form Title: Construction  
Commencement Notice  
Date: October 3, 1995





# ENVIRONMENTAL RESOURCE PERMIT AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL

PERMIT NUMBER: 38-272432-002-ES

NAME: Progress Energy Florida, Inc.

I hereby certify that all components of this surface water management system have been built substantially in accordance with the approved plans and specifications and are ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning as designed when properly maintained and operated. These determinations are based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or other appropriate individual as authorized by law.

Name (Please print)

Signature of Professional

Company Name

Florida Registration Number

Company Address

Date

City, State, Zip Code

Telephone Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:

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(Note: attach two copies of as-built plans when there are substantial deviations)

Within 30 days of completion of the system, submit two copies of the form to:

Department of Environmental Protection  
Environmental Resources Program  
7825 Baymeadows Way, Suite B-200  
Jacksonville, Florida 32256-7590



**APPLICATION FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT AND NOTIFICATION  
OF SALE OF A FACILITY OR SURFACE WATER MANAGEMENT SYSTEM**

Permit No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Date Expires \_\_\_\_\_

**FROM** (Name of Current Permit Holder): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Identification or Name of Facility/Surface Water Management System: \_\_\_\_\_

Phase of Facility/Surface Water Management System (if applicable): \_\_\_\_\_

**The undersigned hereby notifies the Department of the sale or legal transfer of this facility, or surface-water management system, and further agrees to assign all rights and obligations as permittee to the applicant in the event the Department agrees to the transfer of permit.**

Signature of the current permittee: \_\_\_\_\_

Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**TO** (Name of Proposed Permit Transferee): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

**The undersigned hereby notifies the Department of having acquired the title to this facility, or surface-water management system. The undersigned also states he or she has examined the application and documents submitted by the current permittee, the basis of which the permit was issued by the Department, and states they accurately and completely describe the permitted activity or project. The undersigned further attests to being familiar with the permit, agrees to comply with its terms and with its conditions, and agrees to assume the rights and liabilities contained in the permit. The undersigned also agrees to promptly notify the Department of any future changes in ownership of, or responsibility for, the permitted activity or project.**

Signature of the applicant (Transferee): \_\_\_\_\_

Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

Project Engineer Name (if applicable) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_



**ENVIRONMENTAL RESOURCE PERMIT  
ANNUAL STATUS REPORT FORM**

Permit No.: 38-272432-002-ES

County: \_\_\_\_\_

Project Name: Progress Energy Florida, Inc.

Phase: ONE (1)

the following activity has occurred at the above referenced project during the past year, between  
June 1, 20\_\_\_\_ and May 30, 20\_\_\_\_.

Permit Condition Activity	% of Completion	Date of anticipated Completion	Date of Completion
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use additional Sheets As Necessary)

Benchmark Description (one per major control structure:)

Not Applicable

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

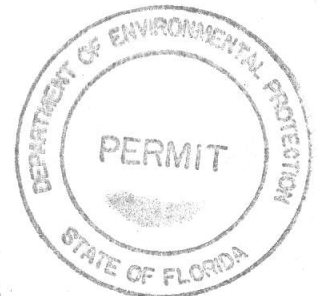
\_\_\_\_\_  
Permittee's or Authorized  
Agent's Signature

\_\_\_\_\_  
Title and Company

\_\_\_\_\_  
Date

This form shall be submitted to the above referenced Department Office During June of each year for activities whose duration of construction exceeds one year.

Form: #62-343.900(4), F.A.C.  
Form Title: Annual Status Report  
Date: October 3, 1995



**Appendix V**  
**Board of Trustees Easement No. 31959**

Instrument # 548423  
OR BK 1222 Pages 16-16pg(s)  
RECORDED 01/18/2011 at 12:53 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 3900 Commonwealth Blvd, Tallahassee, FL 32399 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".

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 22, 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.

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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. Hise  
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, Assistant Director, Division of State Lands*

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

*Assistant Division Director,  
Division of State Lands*

The foregoing instrument was acknowledged <sup>*Hikalang*</sup> 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. <sup>*He*</sup> ~~She~~ is personally known to me.

Approved as to Form  
and Legality

By: Sam L. Hise  
DEP Attorney

Elizabeth B. Reardon  
Notary Public, State of Florida  
Print/Type Notary Name  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



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

15/8/10  
Witness  
Kristy Parker Breda  
Print/Type Witness Name  
John Buerert  
Witness  
John Buerert  
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 Pinellas

The foregoing instrument was acknowledged before me this 15<sup>th</sup> 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: DD 703482

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., 126.70 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:

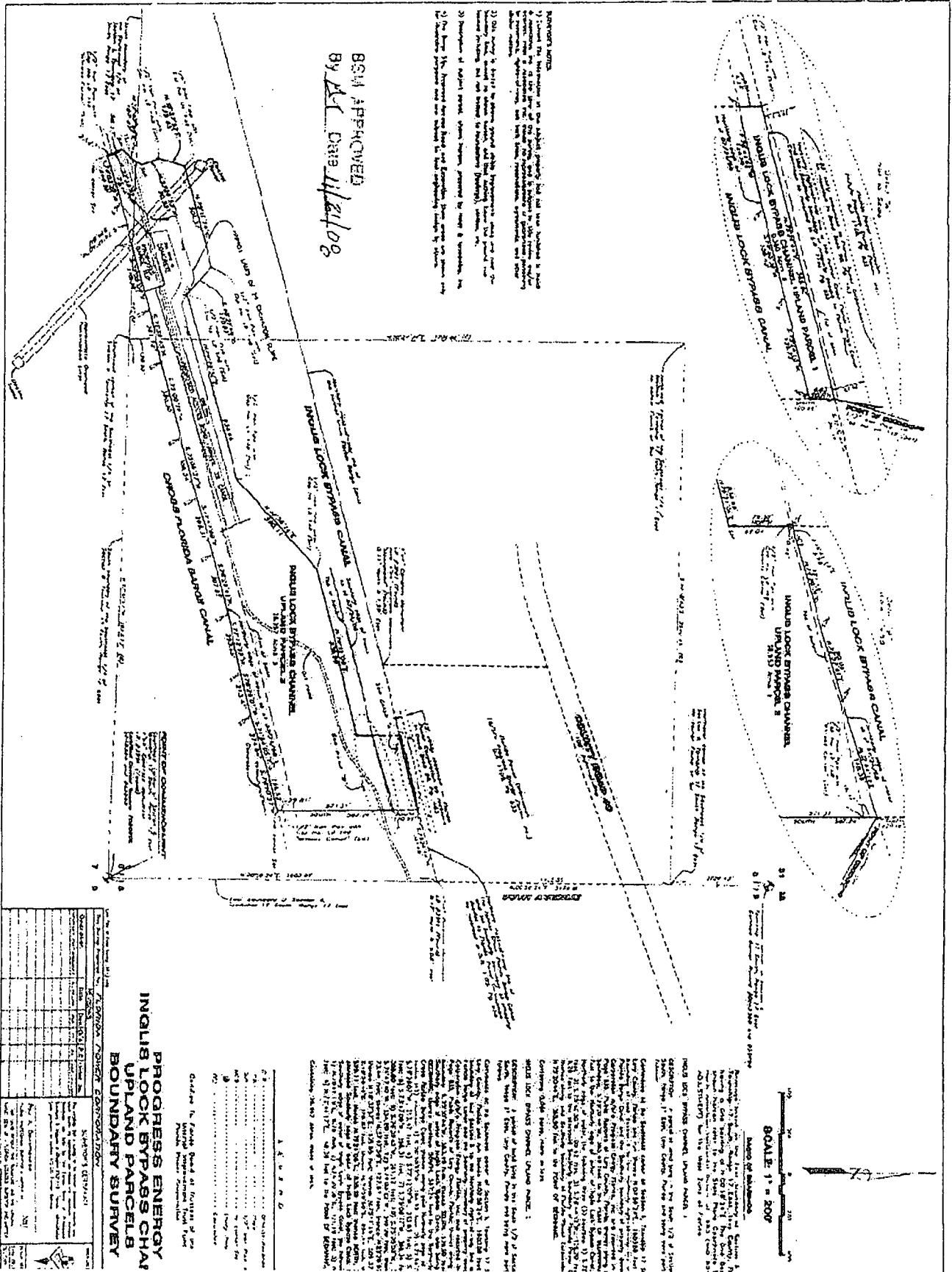
Commence at the Southeast corner of Section 6, Township 17 South, Range 17 East, Levy County, Florida and run thence N.00°56'24"E., 1603.88 feet along the East boundary of said Section 6 to the Northerly right-of-way line of the former Cross Florida Barge Canal and the Southerly boundary of property 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., 178.87 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.

ESW APPROVED

By AT Date 11/24/08

### LEGAL DESCRIPTION OF THE EASEMENT



**Appendix VI**  
**Levy County Special Exception SE 2-08**

September 3, 2008

Progress Energy Service Company, LLC  
Attn: R. Alexander Glenn and Suzanne Ennis  
299 First Avenue North  
Suite PEF - 151  
St. Petersburg, Florida 33701

RE: Special Exception No. 2-08

To Whom It May Concern,

The Levy County Board of County Commissioners met in regular session on Tuesday, September 2, 2008 and reviewed your application for local approval of a "Special Exception Use Permit" that would allow the construction and operation of two nuclear reactor powered electrical generating plants that would generate a total of 3,000 megawatts of electricity (i.e. 3 billion watts). The application and site plan includes all the necessary support services and structures required for the construction and operation of such facility including, but not limited to: offices, training facilities; rail lines; storage areas; warehouses; first aid facilities; staging areas; parking lots; helipad; electrical transmission facilities, including switch yard; cooling towers; pumping stations; waste water treatment plant; ground water well fields; potable water treatment plant; retention basins; shooting range; emergency notification equipment; fencing and security facilities; and temporary uses necessary for the construction of such power plants, including but not limited to: concrete and/or asphalt batch plants. Said parcel is approximately 2 miles North of the Town of Inglis, ½ mile East of 19/98 and located in all or portions of, Sections 7, 17, 18, 19, 20, 29 and 30, all lying in Township 16 South, Range 17 East, Levy County, Florida. Total Project Area: 3,105 acres more or less (based on survey). Current Land Use Designation: Public Use. Current Zoning District: F/RR.



It was the decision of the board to approve the special exception as requested with conditions.

If I can be of any further assistance, please feel free to contact me.

Sincerely,

Grace Benton  
Zoning Codes Specialist

Board of County Commissioners Conditions for SE 2-08

1. The Special Exception Use Permit is for the construction and operation of not more than two (2) nuclear reactor powered electrical generating plants and associated support structures, accessory structures and uses identified and shown on the Site Plan Exhibit B.
2. No permanent entrance to the project site shall be constructed from Highway 40 for the purpose of operational phase work force access. This is not to preclude a roadway to provide access for the construction and maintenance of the transmission lines and the water supply lines used to convey cooling water pumped from the Cross Florida Barge Canal or return lines pumping water to the Crystal River Discharge Canal, emergency access or similar incidental access uses. This condition does not preclude the temporary use of the heavy haul road for the delivery of heavy equipment or materials for construction of the power plant (s), transmission lines, substation or water supply and return lines.
3. Construction activities within the Special Exception area, including transmission and pipeline construction, shall not adversely impact adjacent properties not owned by the applicant. Storm water run-off, and excessive dust, smoke, noise, glare and vibrations shall be considered adverse impacts.
4. Operational characteristics, such as noise, dust, vibrations and traffic shall at all times comply with all local, state and federal ordinances, laws and regulations. The applicant, owner or their assigns, shall promptly provide proof of compliance with any applicable ordinances, laws, or regulations relating to these operational characteristics in the event the County receives a complaint.
5. All wetland mitigation resulting from wetland impacts to properties in Levy County shall be made to property located in Levy County. The applicant, shall, whenever possible, conduct all wetland mitigation within the boundary of the site (3,105 acres).
6. Final development approval by the County shall be contingent upon the applicant obtaining all development approvals and permits from all applicable state and federal agencies that are necessary for the particular development activity to be approved by the County, with the exception of the Federal Combined Construction Operating License.
7. All development shall be contained within the designated development areas as shown on Exhibit A, with the exception of fencing, industrial rail spur, temporary uses incidental to the construction of the facility, transmission lines and pipelines, berms, guard houses,

water wells, monitoring wells, and internal roads necessary to provide internal access to these listed structures shall be contained within the designated development areas as shown on Exhibit A and shall be setback a minimum of 1,000 feet from any property boundary where abutting properties are not under the same ownership as the subject property.

8. Note 1 written thereon Map Exhibit A, and Notes 1 through 16 written thereon Map Exhibit B of the supporting documents submitted with the application shall be considered conditions of the approval of SE 2-08.
9. All conditions set forth by the Board of County Commissioners shall be binding on the applicant, owner, or their assigns.