

AGREEMENT

This Agreement is made and entered into as of the 14th day of May, 2003, by and between Florida Power and Light Company (FPL) and the Board of County Commissioners of Nassau County, Florida (Grantor).

W I T N E S S E T H

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, FPL will require temporary staging areas from time to time in the communities to park trucks and store materials and equipment and to act as show-up sites for work crews of FPL, its contractors, and other utilities assisting FPL; and

WHEREAS, such staging areas will be secured for material and equipment pickup by FPL; and

WHEREAS, work crews will be dispatched from the staging area to repair electrical service to the community; and

WHEREAS, the staging areas will be secured against theft, vandalism, and site abuse, and temporary lighting will be used during darkness; and

WHEREAS, Grantor is willing to provide a staging area for as long as reasonably necessary for FPL to reinstall electric service; and

WHEREAS, FPL agrees that upon the completion of the company's storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, the parties agree as follows:


1. GRANTOR hereby grants to FPL the use and control of county owned or controlled property, as requested, and agreed upon to perform the functions described in the recitals above on an "as needed" basis.
2. FPL agrees to protect, defend, indemnify and hold Grantor, its tenants, and their officers, directors, employees, agents, and servants and its public officials, if a subdivision of the State of Florida, (Grantor Entities) free and unharmed from and against any and all third party (including employees of FPL, other utilities assisting FPL, and its contractors) claims, liabilities, losses, costs, or damages whatsoever, including court costs and reasonable attorneys' fees resulting from or in connection with the use of the staging area by FPL and its contractors, including ingress and egress thereto. FPL will also reimburse Grantor Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting FPL.
3. FPL will provide any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation

facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities and upon termination of use, FPL will restore the property to at least its original condition.

4. This Agreement shall be for a term of one (1) year from date made and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the Agreement will not be renewed for the following year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

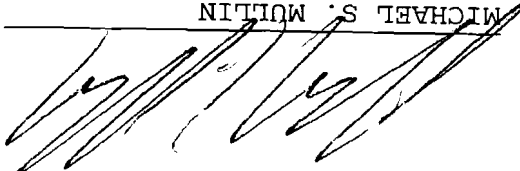

VICKIE SAMUS
Its: Chairman

ATTEST:


J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

By: ~~Bill Dunlap~~
 Scott Lewis
 Supervisor (FPL)
 Customer Manager (FPL)

FLORIDA POWER AND LIGHT COMPANY

Approved as to form by the
 Nassau County Attorney:

 MICHAEL S. MULLIN