

RIGHT-OF-WAY CONSENT AGREEMENT*

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, hereinafter referred to as "Company", hereby consents to Centex/Lennar Joint Venture and Orange Point Master Homeowners Assoc., Inc., whose mailing address is 2541 MetroCentre #1 W.P.B. Florida 33407, hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in O.R. Book 1813, at Page 1723, Public Records of Palm Beach County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee, shall be solely for the purpose of Littoral Zone Construction & Long Term Maintenance, as shown on the plans and specifications submitted by Licensee, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

* 2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across, or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any

of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

* 11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless

Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall

not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

19. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this 14 day of JUNE, 1946.

Witnesses:

Signature: [Signature]

Name (Print): J. T. Carson

Signature: [Signature]

Name (Print): J. A. WEEP

Witnesses:

Signature: [Signature]

Name (Print): Michael P. O'Neil

Signature: [Signature]

Name (Print): Gene Lapolla

Witnesses:

Signature: [Signature]

Name (Print): Gene Lapolla

Signature: [Signature]

Name (Print): Michael P. O'Neil

Witnesses:

Signature: [Signature]

Name (Print): Michael J. Belmont

Signature: [Signature]

Name (Print): Kim S. Liddel

FLORIDA POWER & LIGHT COMPANY

By: [Signature]
Its: EST. AD. V. PRESIDENT
Print Name: DAVID DOUGLASS

LICENSEE:

LENNAR HOMES, INC.

By: [Signature]
Its: Vice President
Print Name: Doyle D. Bodley

LICENSEE:

ORANGE POINT MASTER HOMEOWNERS ASSN, INC.

By: [Signature]
Its: PRESIDENT
Print Name: TAMMY McDONALD ANDERSON

LICENSEE:

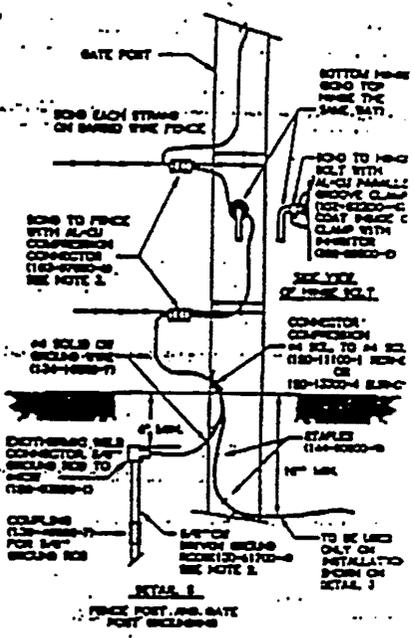
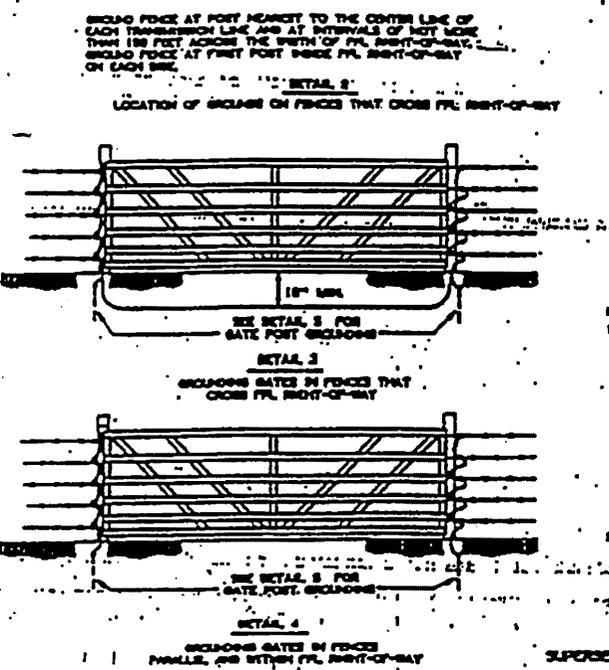
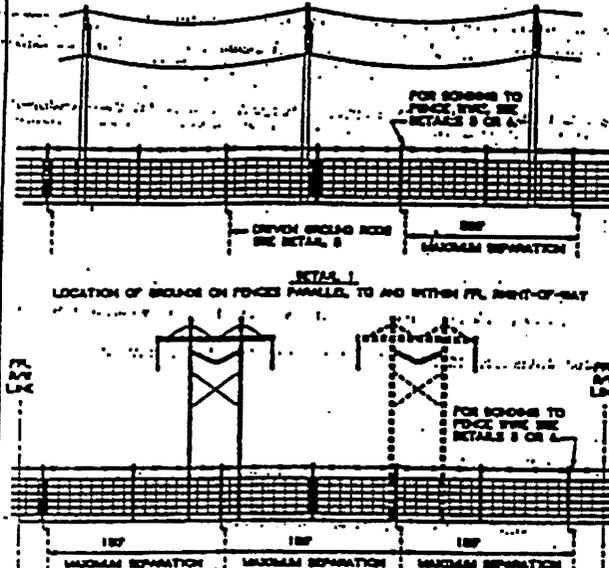
Center Real Estate Corp.

By: [Signature]
Its: Division President
Print Name: W. Trent Bass

ORANGE POINT
ADDENDUM
TO
FLORIDA POWER & LIGHT RIGHT-OF-WAY AGREEMENT

1. Pursuant to paragraph 2 and 11 of the Agreement, the Company understands and agrees that the Littoral Zone created, will not require removal at any time by the Licensee, as the Littoral Zone will be platted as such, by Palm Beach County / Village of Wellington.
2. Access to all existing and proposed facilities shall be provided at all times.
3. No shrubbery/trees capable of growing to a height exceeding 14 feet will be allowed. Trees adjacent to Right-of-Way must be maintained at a height that will not endanger Company's facilities.
4. All metal fences/gates/pipes/meters inside the Right-of-Way must be grounded per FPL standards (copy attached).
5. Licensee agrees to the installation of Company's locks on all gates within or adjacent to Right-of-Way as may be required for continuous access at all times.
6. The Company and licensee understand and agree that the littoral zone shall be subject to the long term maintenance requirements pursuant to Section 7.6 of the Unified Land Development Code of Palm Beach County.

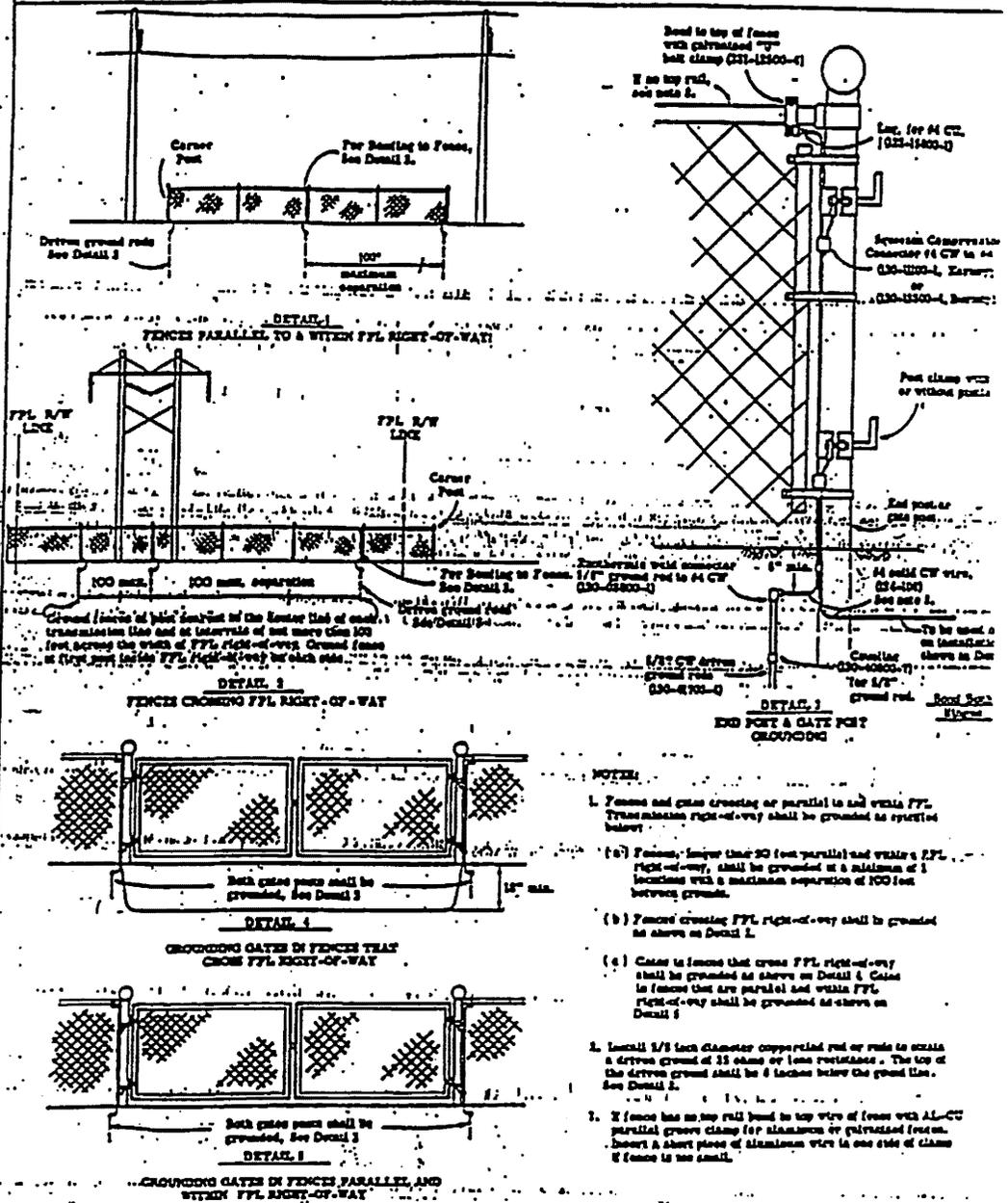
GROUNDING OF FIELD WIRE & BARBED WIRE TYPE FENCES AND GATES



- NOTES**
1. FENCES AND GATES CROSSING OR PARALLEL AND WITHIN PFL TRANSMISSION RIGHT-OF-WAY SHALL BE GROUNDED AS SPECIFIED BELOW.
 2. IF FENCES LONGER THAN 50 FEET PARALLEL AND WITHIN A PFL RIGHT-OF-WAY SHALL BE GROUNDED AT A MINIMUM OF 5 LOCATIONS WITH A MAXIMUM SEPARATION OF 100 FEET BETWEEN GROUNDS. SEE DETAIL 1.
 3. IF FENCES THAT CROSS PFL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
 4. IF GATES IN FENCES THAT CROSS PFL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 3. GATES IN FENCES THAT ARE PARALLEL AND WITHIN PFL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN IN DETAIL 4.
 5. DETAIL 5: 3/4" DIAMETER COPPER-CLAD ROD OR ROD TO OBTAIN A MINIMUM ENCLAS OF 18 INCHES OR LESS. THE TOP OF THE MINIMUM ENCLAS SHALL BE 6 INCHES BELOW THE GROUND LINE.
 6. USE AL-CU COMPRESSION CONNECTORS FOR ALUMINUM OR GALVANIZED FENCES.



GROUNDING OF CHAIN LINK & INDUSTRIAL TYPE FENCES AND GATES



- NOTES**
- Fences and gates crossing or parallel to and within FFL Transmission right-of-way shall be grounded as specified below:
 - Fences, longer than 30 feet parallel and within a FFL right-of-way, shall be grounded at a minimum of 1 locations with a maximum separation of 100 feet between grounds.
 - Fences crossing FFL right-of-way shall be grounded as above on Detail 2.
 - Gates to fences that cross FFL right-of-way shall be grounded as above on Detail 3. Gates to fences that are parallel and within FFL right-of-way shall be grounded as above on Detail 5.
 - Install 1/2 inch diameter compartmented rod or pipe to contain a driven ground of 35 ohms or less resistance. The top of the driven ground shall be 6 inches below the ground line. See Detail 2.
 - If fence has no top rail bond to top wire of fence with AL-CU partial groove clamp for aluminum or patinized iron. Insert a short piece of aluminum wire in one side of clamp if fence is too small.



TRANSMISSION INSTALLATION SPECIFICATIONS			
DATE:	4-19-83	APPROVED:	
		<i>[Signature]</i>	
		SECTION 2.0 (TR. S.-)	SHEET 1 OF 1 A-88019

EXHIBIT "A"

RIGHT-OF-WAY AGREEMENT

33836

Ocala Inv. to PPL rw/esmt

KNOW ALL MEN BY THESE PRESENTS that Ocala Manufacturing, Ice & Packing Company

of the County of Palm Beach and State of Florida in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 1100, Ocala, Florida, and to its successors and assigns, an easement hereover for a right-of-way 180 feet in width to be used for the construction, operation and maintenance of one or more electric transmission and distribution lines, including wires, poles, "H" frame structures, towers, cables, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor, situated in the County of Palm Beach and State of Florida and more particularly described as follows:

That part of Section 23, Township 44 South, Range 41 East, Palm Beach County, Florida, described as follows:

Beginning at the NE corner of said Section 23; thence on an assumed bearing of North 89°37'49" West along the North line of said Section, a distance of 3382.90 feet to the NW corner thereof; thence South 01°20'56" East, a distance of 3429.68 feet, to a point 228.05 feet East of the SW corner of said Section, and 4.83 feet North of the South Section line; thence South 89°32'56" East, a distance of 3272.86 feet, to a point on the East line of said Section, 11.45 feet North of the SE corner thereof; thence North 01°35'56" West along the East line of said Section, a distance of 2712.56 feet, to the East 1/4 corner thereof; thence North 01°13'12" East, continuing along said East line, a distance of 2724.01 feet to the POB.

The center line of the 180 foot wide right of way begins at a point on the North line of said Section 23 located 285 feet West of the NE corner of said Section 23, thence run south parallel to the East line of Section 23 for a distance of 465 feet, thence run Southwesterly to a point located 1650 feet South of the North line of Section 23 and 355 feet West of the East line of Section 23, thence run southerly to a point on the South line of the property described above located 425 feet West of the East line of said Section 23. Contains approximately 22.4 acres, more or less.

May 2 10 39 AM '70



DOCUMENTARY SURTAX 67.6

STATE OF FLORIDA DOCUMENTARY TAX 184.80

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment of the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising the easement herein granted.

The Grantor, however, reserves the and all other purposes except as herein granted, or as might result in a hazardous condition; and provided no portion of the right-of-way shall be occupied here or destruction shall be incured or constructed or assigned.

and privilege in use the above-described right-of-way for agricultural right-of-way with Grantor's use, occupation or enjoyment thereof, or use by way of illustration and not of limitation in the grant herein made, and without written permission of the Grantor and no building, structure or right-of-way by the Grantor successors, heirs

IN WITNESS WHEREOF, the Grantor MAY 1970

accepted this agreement this 1st day of

Signed, sealed and delivered in the presence of: ATTEST: (BY) Secretary

Ocala Manufacturing, Ice & Packing Company (BY) President

EXHIBIT "A"

STATE OF FLORIDA AND COUNTY OF MARION

I, Henry Public, do and for the County and State aforesaid, do hereby certify that _____
and _____ shown to me, personally appeared before me and acknowledged the execution of the
foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this _____ day of _____
19 _____

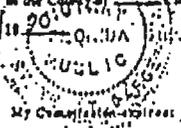
Henry Public, State of Florida at Large

My Commission expires: _____ 19 _____

STATE OF FLORIDA AND COUNTY OF MARION

I HEREBY CERTIFY that before me, personally appeared A.M. Collins, Jr. & Donald E. James respectively,
Vice President and Assistant Secretary of Ocala Manufacturing, Ice & Packing Company,
a Corporation organized under the laws of the State of Florida, to-wit: to be the persons described
in and who executed the foregoing instrument, and personally acknowledged the execution thereof to be their free act and deed as such
officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said
instrument is the act and deed of said corporation.

WITNESS WHEREOF, I have hereunto set my hand and official seal at Ocala
in the County of Marion and State of Florida, this 1st day of MAY



Henry Public
Notary Public for the State of Florida

My Commission Expires: Dec. 2, 19 72

This instrument was prepared by
H.C. Neely, Jr.
FLORIDA POWER & LIGHT COMPANY
BOX 31, WEST PALM BEACH, FLORIDA

Please Return to
Right-of-Way Department
P. O. Box 31
West Palm Beach, Fla.

Recorded in S.E. Book 8
Serial 10776
Palm Beach County, Fla.
June 8, 1972
Deed Clerk Court

681813 na1724