Exhibit A-2

Form of Assignment of Easements and Other Real Property Interests

[*Exhibit begins on the following page.*]

This instrument was prepared by and after recording return to:
Jorge Diaz-Silveira, Esq.
Hogan Lovells US LLP
200 South Biscayne Blvd.
Suite 400
Miami, FL 33131

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "***Assignment***") is dated as of [_____], 201_, and is made and entered into by and between the **CITY OF VERO BEACH, FLORIDA**, a municipal corporation organized under the laws of the State of Florida ("***Assignor***"), and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized under the laws of the State of Florida ("***Assignee***"). Assignor and Assignee are referred to herein individually as a "***Party***," and collectively as the "***Parties***."

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase and Sale Agreement, dated as of [____], 201_ (the "***PSA***"), pursuant to which Assignor has agreed to assign to Assignee all of its right, title and interest in and to (i) those certain easements recorded in Official Records Books of the Public Records of Indian River County, Florida [or of St. Lucie County, Florida] as described in Schedule 1 attached hereto and from the respective grantor(s) named on said Schedule 1 in favor of Assignor, (ii) those certain easements in favor of Assignor, appearing on the Plat of the subdivisions, recorded in the Plat Books and at the Page(s) of the Public Records of Indian River County, Florida [or of St. Lucie County, Florida] as described on Schedule 2 attached hereto, and (iii) those certain agreements or instruments and/or the recorded memoranda thereof as described on Schedule 3 attached hereto (collectively, the "***Interests***");

WHEREAS, pursuant to the PSA, Assignee shall assume all of the Assumed Liabilities (as defined in the PSA) relating to the Interests; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effect such assignment and assumption and to provide notice to third parties of same by recording this Assignment in the Public Records of the counties in which the Interests were recorded;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the PSA.

2. Acceptance and Assumption. Subject to the terms and conditions of this Assignment and the PSA, Assignor hereby assigns, transfers, sells and conveys to Assignee all of Assignor's right, title and interest in and to the Interests and Assignee hereby assumes, and agrees to pay and perform or discharge when due, the Assumed Liabilities relating to the Interests that arise or accrue from and after the date hereof.

3. Liabilities Not Being Assumed. Notwithstanding anything to the contrary in this Assignment, Assignee shall not assume, pay, bear, perform or discharge any of the Excluded Liabilities.

4. Recordation of Assignment. Assignor and Assignee shall take such action as is reasonably necessary to promptly record this Assignment in the Public Records of the counties in the State of Florida where the Interests, or memoranda thereof, have been recorded.

5. Further Assurances. Assignor does hereby agree, from time to time as and when reasonably requested by Assignee, to execute and deliver (or cause to be executed and delivered) such documents or instruments and to take (or cause to be taken) such further or other actions, as may be reasonably necessary to carry out the purposes of this Assignment.

6. Effective Date. The assignment by Assignor to Assignee, and the assumption by Assignee, of the Assumed Liabilities, all pursuant to this Assignment and the PSA, shall be effective as of the Closing.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

8. No Modification. This Assignment is made pursuant to, and is subject to the terms of, the PSA. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Assignor or Assignee under the PSA, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the PSA, the terms and provisions of the PSA shall control.

9. Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

10. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. THE PARTIES AGREE THAT VENUE IN ANY AND ALL

ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS ASSIGNMENT SHALL BE IN THE COURT OF THE STATE OF FLORIDA IN ~~LEON~~VOLUSIA COUNTY, FLORIDA, WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURT. EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS ASSIGNMENT, AND SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS ASSIGNMENT AS TO ANY INTEREST(S).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their respective representatives thereunto duly authorized, all as of the day and year first above written.

~~WITNESSES:~~

ASSIGNOR:

CITY OF VERO BEACH, FLORIDA, a Florida municipal corporation

By:_____

Name:_____

Title:_____

ATTEST

_____

~~Print name~~

By:_____

Name:

City Clerk

_____

~~Print name:~~_____

WITNESSES:

ASSIGNEE:

FLORIDA POWER & LIGHT COMPANY, a Florida corporation

(corp. seal)

_____

Print name:_____

By:_____

Name:_____

Title:_____

_____

Print name:_____

ASSIGNOR ACKNOWLEDGEMENT

~~STATE OF FLORIDA)~~
~~) SS~~
~~COUNTY OF _____)~~

~~On this, the ___ day of _____, 201_, before me, a Notary Public in and for the State of Florida, personally appeared_____, who is personally known to me or who provided _____ as identification, and who acknowledged himself/herself to be an authorized officer of the City of Vero Beach, Florida, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the City of Vero Beach, Florida by himself/herself as such.~~

~~Given under my hand and official seal, this ___ day of _____, A.D. 201_.~~

_____

~~Notary Public~~

[TO BE PROVIDED BY COVB]

ASSIGNEE ACKNOWLEDGEMENT

STATE OF FLORIDA)
) SS
COUNTY OF _____)

On this, the ___ day of _____, 201_, before me, a Notary Public in and for the State of Florida, personally appeared _____, who is personally known to me or who provided _____ as identification, and who acknowledged himself/herself to be an authorized officer of Florida Power & Light Company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Florida Power & Light Company by himself/herself as such.

Given under my hand and official seal, this ___ day of _____, A.D. 201_.

_____
Notary Public

Schedule 1

[LIST OF EASEMENTS]

Schedule 2

[LIST OF PLATTED EASEMENTS]

Schedule 3

[LIST OF OTHER REAL PROPERTY AGREEMENTS]

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Document 2 ID	interwovenSite://SMVLDMS/America/18001419/3
Description	#18001419v3<America> - Exhibit A-2 Assignment and Assumption Agreement - Easements and Other Real Property Interests (FPL 2-8-13)
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