National Park Service
U.S. Department of the Interior

Everglades National Park
Florida

Acquisition of Florida Power & Light Company Land in the East Everglades Expansion Area Final Environmental Impact Statement

Volume Two

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Appendices

APPENDIX A: ENABLING LEGISLATION

48 Stat 816

An Act To provide for the establishment of the Everglades National Park in the state of Florida and for other purposes, approved May 30, 1934

- **6. Everglades National Park project**

- **SEC. 2.**
- **SEC. 3.**
- **SEC. 4.**

Statute:
48 Stat 816

Short Title:
An Act To provide for the establishment of the Everglades National Park in the state of Florida and for other purposes, approved May 30, 1934 (48 Stat 816)

Public Law:

- **6. Everglades National Park project**

Establishment of park authorized.....Act of May 30, 1934.....Page 34

An Act To provide for the establishment of the Everglades National Park in the state of Florida and for other purposes, approved May 30, 1934 (48 Stat 816)

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That when title to all the lands within boundaries to be determined by the Secretary of the Interior within the area of approximately two thousand square miles in the region of the Everglades of Dade, Monroe, and Collier Counties, in the State of Florida, recommended by said Secretary, in his report to Congress of December 3, 1930, pursuant to the Act of March 1, 1929 (45 Stat., pt. 1, p. 1443), shall have been vested in the United States, said lands shall be, and are hereby, established, dedicated, and set apart as a public park for the benefit and enjoyment of the people and shall be known as the Everglades National Park: Provided, That the United States shall not purchase by appropriation of public moneys any land within the aforesaid area, but such lands shall be secured by the United States only by public or private donation.

(16 U.S.C. sec. 410.)

- **SEC. 2.** The Secretary of the Interior is hereby authorized, In his discretion and upon submission of evidence of title satisfactory to him, to accept on behalf of the United States, title to the lands referred to in the previous section hereof as may be deemed by him necessary or desirable for national-park purposes: Provided, That no land for said park shall be accepted until exclusive jurisdiction over the entire park area, in form satisfactory to the Secretary of the Interior, shall have been ceded by the State of Florida to the United States. (16 U.S.C. sec. 410a.)

- **SEC. 3.** The administration, protection, and development of the aforesaid park shall be exercised under the direction of the Secretary of the Interior by the National Park Service, subject to the provisions of the Act of August 25, 1916 (39 Stat. 535), entitled "An Act to establish a National Park Service, and for other purposes", as amended: Provided, That the provisions of the Act approved June 10 1920, known as the Federal Water Power Act, shall not apply to this park: Provided further, That nothing in this Act shall be construed to lessen any existing rights of the Seminole Indians which are not in conflict with the purposes for which the Everglades National Park is created: And provided further, That the United States shall not expend any public moneys for the administration, protection. or development of the aforesaid park within a period of five years from the date of approval of this Act. (16 U.S.C. sec. 410b.)

- **SEC. 4.** The said area or areas shall be permanently reserved as a wilderness, and no development of the project or plan for the entertainment of visitors shall be undertaken which will interfere with the preservation intact of the unique flora and fauna and the essential primitive natural conditions now prevailing in this area. (16 U.S.C. sec. 410c.)

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APPENDIX B: LEGISLATION AND PLANS RELATED TO THE EAST EVERGLADES EXPANSION AREA

H.R.1727

Everglades National Park Protection and Expansion Act of 1989 (Enrolled as Agreed to or Passed by Both House and Senate)

--H.R.1727--
H.R.1727

One Hundred First Congress of the United States of America
AT THE FIRST SESSION

Begun and held at the City of Washington on Tuesday, the third day of January,
one thousand nine hundred and eighty-nine

An Act

To modify the boundaries of the Everglades National Park and to provide for the protection of lands, waters, and natural resources within the park, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the `Everglades National Park Protection and Expansion Act of 1989'.

TITLE I--EVERGLADES NATIONAL PARK EXPANSION

SEC. 101. FINDINGS, PURPOSES AND DEFINITION OF TERMS.

(a) FINDINGS- The Congress makes the following findings:

(1) The Everglades National Park is a nationally and internationally significant resource and the park has been adversely affected and continues to be adversely affected by external factors which have altered the ecosystem including the natural hydrologic conditions within the park.

(2) The existing boundary of Everglades National Park excludes the contiguous lands and waters of the Northeast Shark River Slough that are vital to long-term protection of the park and restoration of natural hydrologic conditions within the park.

(3) Wildlife resources and their associated habitats have been adversely impacted by the alteration of natural hydrologic conditions within the park, which has contributed to an overall decline in fishery resources and a 90 percent population loss of wading birds.

(4) Incorporation of the Northeast Shark River Slough and the East Everglades within the park will limit further losses suffered by the park due to habitat destruction outside the present park boundaries and will preserve valuable ecological resources for use and enjoyment by future generations.

(5) The State of Florida and certain of its political subdivisions or agencies have indicated a willingness to transfer approximately 35,000 acres of lands under their jurisdiction to the park in order to protect lands and water within the park, and may so transfer additional lands in the future.

(6) The State of Florida has proposed a joint Federal-State effort to protect Everglades National Park through the acquisition of additional lands.

(b) PURPOSE- The purposes of this Act are to--

(1) increase the level of protection of the outstanding natural values of Everglades National Park and to enhance and restore the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades to Everglades National Park; and

(2) assure that the park is managed in order to maintain the natural abundance, diversity, and ecological integrity of native plants and animals, as well as the behavior of native animals, as a part of their ecosystem.

(c) DEFINITIONS- As used in this Act:

(1) The term `Secretary' means the Secretary of the Interior.

(2) The term `addition' means the approximately 107,600 acre area of the East Everglades area authorized to be added to Everglades National Park by this Act.

(3) The term `park' means the area encompassing the existing boundary of Everglades National Park and the addition area described in paragraph (2).

(4) The term `project' means the Central and Southern Florida Project.

SEC. 102. BOUNDARY MODIFICATION.

(a) AREA INCLUDED- The park boundary is hereby modified to include approximately 107,600 acres as generally depicted on the map entitled `Boundary Map, Everglades National Park Addition, Dade County, Florida', numbered 160-20,013B and dated September 1989. The map shall be on file and available for public inspection in the offices of the National Park Service, Department of the Interior.
(b) BOUNDARY ADJUSTMENT- The Secretary may from time to time make minor revisions in the boundaries of the park in accordance with section 7(c) of the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-4 and following). In exercising the boundary adjustment authority the Secretary shall ensure all actions will enhance resource preservation and shall not result in a net loss of acreage from the park.
(c) ACQUISITION- (1) Within the boundaries of the addition described in subsection (a), the Secretary may acquire lands and interests in land by donation, purchase with donated or appropriated funds, or exchange. For purposes of acquiring property by exchange, the Secretary may, notwithstanding any other provision of law, exchange the approximately one acre of Federal land known as `Gilberts' Marina' for non-Federal land of equal value located within the boundaries of the addition. Any lands or interests in land which are owned by the State of Florida or any political subdivision thereof, may be acquired only by donation.
(2) It is the express intent of Congress that acquisition within the boundaries of the addition shall be completed not later than 5 years after the date of enactment of this section. The authority provided by this section shall remain in effect until all acquisition is completed.
(d) ACQUISITION OF TRACTS PARTIALLY OUTSIDE BOUNDARIES- When any tract of land is only partly within boundaries referred to in subsection (a), the Secretary may acquire all or any portion of the land outside of such boundaries in order to minimize the payment of severance costs. Land so acquired outside of the boundaries may be exchanged by the Secretary for non-Federal lands within the boundaries, and any land so acquired and not utilized for exchange shall be reported to the General Services Administration for disposal under the Federal Property and Administrative Services Act of 1949 (63 Stat. 377).
(e) OFFERS TO SELL- In exercising the authority to acquire property under this Act, the Secretary shall give prompt and careful consideration to any offer made by any person owning property within the boundaries of the addition to sell such property, if such owner notifies the Secretary that the continued ownership of such property is causing, or would result in undue hardship.
(f) AUTHORIZATION OF APPROPRIATIONS- (1) Subject to the provisions of paragraph (2), there are hereby authorized to be appropriated such sums as may be necessary to carry out the provisions of this Act.
(2) With respect to land acquisition within the addition, not more than 80 percent of the cost of such acquisition may be provided by the Federal Government. Not less than 20 percent of such cost shall be provided by the State of Florida.
(g) ASSISTANCE- Upon the request of the Governor of the State of Florida, the Secretary is authorized to provide technical assistance and personnel to assist in the acquisition of lands and waters within the Kissimmee River/Lake Okeechobee/Everglades Hydrologic Basin, including the Big Cypress Swamp, through the provision of Federal land acquisition personnel, practices, and procedures. The State of Florida shall reimburse the Secretary for such assistance in such amounts and at such time as agreed upon by the Secretary and the State. Notwithstanding any other provision of law, reimbursement received by the Secretary for such assistance shall be retained by the Secretary and shall be available without further appropriation for purposes of carrying out any authorized activity of the Secretary within the boundaries of the park.

SEC. 103. ADMINISTRATION.

(a) IN GENERAL- The Secretary shall administer the areas within the addition in accordance with this Act and other provisions of law applicable to the Everglades National Park, and with the provisions of law generally applicable to units of the national park system, including the Act entitled `An Act to establish a National Park Service, and for other purposes', approved August 25, 1916 (39 Stat. 535; 16 U.S.C. 1-4). In order to further preserve and protect Everglades National Park, the Secretary shall utilize such other statutory authority as may be available to him for the preservation of wildlife and natural resources as he deems necessary to carry out the purposes of this Act.
(b) PROTECTION OF ECOSYSTEM- The Secretary shall manage the park in order to maintain the natural abundance, diversity, and ecological integrity of native plants and animals, as well as the behavior of native animals, as a part of their ecosystem.

(c) PROTECTION OF FLORA AND FAUNA- The park shall be closed to the operation of airboats--

(1) except as provided in subsection (d); and

(2) except that within a limited capacity and on designated routes within the addition, owners of record of registered airboats in use within the addition as of January 1, 1989, shall be issued nontransferable, nonrenewable permits, for their individual lifetimes, to operate personnally-owned airboats for noncommercial use in accordance with rules prescribed by the Secretary to determine ownership and registration, establish uses, permit conditions, and penalties, and to protect the biological resources of the area.

(d) CONCESSION CONTRACTS- The Secretary is authorized to negotiate and enter into concession contracts with the owners of commercial airboat and tour facilities in existence on or before January 1, 1989, located within the addition for the provision of such services at their current locations under such rules and conditions as he may deem necessary for the accommodation of visitors and protection of biological resources of the area.

(e) VISITOR CENTER- The Secretary is authorized and directed to expedite the construction of the visitor center facility at Everglades City, Florida, as described in the Development Concept Plan, Gulf Coast, dated February 1989, and upon construction shall designate the visitor center facility as `The Marjory Stoneman Douglas Center' in commemoration of the vision and leadership shown by Mrs. Douglas in the protection of the Everglades and Everglades National Park.

SEC. 104. MODIFICATION OF CERTAIN WATER PROJECTS.

(a) IMPROVED WATER DELIVERIES- (1) Upon completion of a final report by the Chief of the Army Corps of Engineers, the Secretary of the Army, in consultation with the Secretary, is authorized and directed to construct modifications to the Central and Southern Florida Project to improve water deliveries into the park and shall, to the extent practicable, take steps to restore the natural hydrological conditions within the park.

(2) Such modifications shall be based upon the findings of the Secretary's experimental program authorized in section 1302 of the 1984 Supplemental Appropriations Act (97 Stat. 1292) and generally as set forth in a General Design Memorandum to be prepared by the Jacksonville District entitled `Modified Water Deliveries to Everglades National Park'. The Draft of such Memorandum and the Final Memorandum, as prepared by the Jacksonville District, shall be submitted as promptly as practicable to the Committee on Energy and Natural Resources and the Committee on Environment and Public Works of the United States Senate and the Committee on Interior and Insular Affairs and the Committee on Public Works and Transportation of the United States House of Representatives.

(3) Construction of project modifications authorized in this subsection and flood protection systems authorized in subsections (c) and (d) are justified by the environmental benefits to be derived by the Everglades ecosystem in general and by the park in particular and shall not require further economic justification.

(4) Nothing in this section shall be construed to limit the operation of project facilities to achieve their design objectives, as set forth in the Congressional authorization and any modifications thereof.

(b) DETERMINATION OF ADVERSE EFFECT- (1) Upon completion of the Final Memorandum referred to in subsection (a), the Secretary of the Army, in consultation with the South Florida Water Management District, shall make a determination as to whether the residential area within the East Everglades known as the `Eight and One-Half Square Mile Area' or adjacent agricultural areas, all as generally depicted on the map referred to in subsection 102(a), will be adversely affected by project modifications authorized in subsection (a).

(2) In determining whether adjacent agricultural areas will be adversely affected, the Secretary of the Army shall consider the impact of any flood protection system proposed to be implemented pursuant to subsection (c) on such agricultural areas.

(c) FLOOD PROTECTION; EIGHT AND ONE-HALF SQUARE MILE AREA- If the Secretary of the Army makes a determination pursuant to subsection (b) that the `Eight and One-Half Square Mile Area' will be adversely affected, the Secretary of the Army is authorized and directed to construct a flood protection system for that portion of presently developed land within such area.

(d) FLOOD PROTECTION; ADJACENT AGRICULTURAL AREA- (1) If the Secretary of the Army determines pursuant to subsection (b) that an adjacent agricultural area will be adversely affected, the Secretary of the Army is authorized and directed to construct a flood protection system for such area. Such determination shall be based on a finding by the Secretary of the Army that:

(A) the adverse effect will be attributable solely to a project modification authorized in subsection (a) or to a flood protection system implemented pursuant to subsection (c), or both; and

(B) such modification or flood protection system will result in a substantial reduction in the economic utility of such area based on its present agricultural use.

(2) No project modification authorized in subsection (a) which the Secretary of the Army determines will cause an adverse effect pursuant to subsection (b) shall be made operational until the Secretary of the Army has implemented measures to prevent such adverse effect on the adjacent agricultural area: *Provided,* That the Secretary of the Army or the South Florida Water Management District may operate the modification to the extent that the Secretary of the Army determines that such operation will not adversely affect the adjacent agricultural area: *Provided further,* That any preventive measure shall be implemented in a manner that presents the least prospect of harm to the natural resources of the park.
(3) Any flood protection system implemented by the Secretary of the Army pursuant to this subsection shall be required only to provide for flood protection for present agricultural uses within such adjacent agricultural area.
(4) The acquisition of land authorized in section 102 shall not be considered a project modification.
(e) PERIODIC REVIEW- (1) Not later than 18 months after the completion of the project modifications authorized in subsection (a), and periodically thereafter, the Secretary of the Army shall review the determination of adverse effect for adjacent agricultural areas.
(2) In conducting such review, the Secretary of the Army shall consult with all affected parties, including, but not limited to, the Secretary, the South Florida Water Management District and agricultural users within adjacent agricultural areas.
(3) If, on the basis of such review, the Secretary of the Army determines that an adjacent agricultural area has been, or will be adversely affected, the Secretary of the Army is authorized and directed, in accordance with the provisions of subsection (d), to construct a flood protection system for such area: *Provided,* That the provisions of subsection (d)(2) shall be applicable only to the extent that the Secretary, in consultation with the Secretary of the Army, determines that the park will not be adversely affected.
(4) The provisions of this subsection shall only be applicable if the Secretary of the Army has previously made a determination that such adjacent agricultural area will not be adversely affected.
(f) CURRENT CANAL OPERATING LEVELS- Nothing in this section shall be construed to require or prohibit the Secretary of the Army or the South Florida Water Management District from maintaining the water level within any project canal below the maximum authorized operating level as of the date of enactment of this Act.
(g) NO LIMITATION ON OTHER CLAIMS- If the Secretary of the Army makes a determination of no adverse effect pursuant to subsection (b), such determination shall not be considered as a limitation or prohibition against any available legal remedy which may otherwise be available.
(h) COORDINATION- The Secretary and the Secretary of the Army shall coordinate the construction program authorized under this section and the land acquisition program authorized in section 102 in such a manner as will permit both to proceed concurrently and as will avoid unreasonable interference with property interests prior to the acquisition of such interests by the Secretary under section 102.
(i) WEST DADE WELLFIELD- No Federal license, permit, approval, right-of-way or assistance shall be granted or issued with respect to the West Dade Wellfield (to be located in the Bird Drive Drainage Basin, as identified in the Comprehensive Development Master Plan for Dade County, Florida) until the Secretary, the Governor of the State of Florida, the South Florida Water Management District and Dade County, Florida enter into an agreement providing that the South Florida Water Management District's water use permit for the wellfield, if granted, must include the following limiting conditions: (1) the wellfield's peak pumpage rate shall not exceed 140,000,000 gallons per day; (2) the permit shall include reasonable, enforceable measures to limit demand on the wellfield in times of water shortage; and (3) if, during times of water shortage, the District fails to limit demand on the wellfield pursuant to (2), or if the District limits demand on the wellfield pursuant to (2), but the Secretary certifies that operation of the wellfield is still causing significant adverse impacts on the resources of the Park, the Governor shall require the South Florida Water Management District to take necessary actions to alleviate the adverse impact, including, but not limited to, temporary reductions in the pumpage from the wellfield.
(j) PROTECTION OF NATURAL VALUES- The Secretary of the Army is directed in analysis, design and engineering associated with the development of a general design memorandum for works and operations in the `C-111 basin' area of the East Everglades, to take all measures which are feasible and consistent with the purposes of the project to protect natural values associated with Everglades National Park. Upon completion of a general design memorandum for the area, the Secretary shall prepare and transmit a report to the Committee on Energy and Natural Resources and the Committee on Environment and Public Works of the United States Senate and the Committee on Interior and Insular Affairs and the Committee on Public Works and Transportation of the United States House of Representatives on the status of the natural resources of the C-111 basin and functionally related lands.

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H.R.146

Omnibus Public Land Management Act of 2009 (Enrolled as Agreed to or Passed by Both House and Senate)

SEC. 7107. EVERGLADES NATIONAL PARK.

(a) Inclusion of Tarpon Basin Property-

(1) DEFINITIONS- In this subsection:

(A) HURRICANE HOLE- The term `Hurricane Hole' means the natural salt-water body of water within the Duesenbury Tracts of the eastern parcel of the Tarpon Basin boundary adjustment and accessed by Duesenbury Creek.

(B) MAP- The term `map' means the map entitled `Proposed Tarpon Basin Boundary Revision', numbered 160/80,012, and dated May 2008.

(C) SECRETARY- The term `Secretary' means the Secretary of the Interior.

(D) TARPON BASIN PROPERTY- The term `Tarpon Basin property' means land that--

(i) is comprised of approximately 600 acres of land and water surrounding Hurricane Hole, as generally depicted on the map; and

(ii) is located in South Key Largo.

(2) BOUNDARY REVISION-

(A) IN GENERAL- The boundary of the Everglades National Park is adjusted to include the Tarpon Basin property.

(B) ACQUISITION AUTHORITY- The Secretary may acquire from willing sellers by donation, purchase with donated or appropriated funds, or exchange, land, water, or interests in land and water, within the area depicted on the map, to be added to Everglades National Park.

(C) AVAILABILITY OF MAP- The map shall be on file and available for public inspection in the appropriate offices of the National Park Service.

(D) ADMINISTRATION- Land added to Everglades National Park by this section shall be administered as part of Everglades

National Park in accordance with applicable laws (including regulations).

(3) HURRICANE HOLE- The Secretary may allow use of Hurricane Hole by sailing vessels during emergencies, subject to such terms and conditions as the Secretary determines to be necessary.

(4) AUTHORIZATION OF APPROPRIATIONS- There are authorized to be appropriated such sums as are necessary to carry out this subsection.

(b) Land Exchanges-

(1) DEFINITIONS- In this subsection:

(A) COMPANY- The term `Company' means Florida Power & Light Company.

(B) FEDERAL LAND- The term `Federal Land' means the parcels of land that are--

(i) owned by the United States;

(ii) administered by the Secretary;

(iii) located within the National Park; and

(iv) generally depicted on the map as--

(I) Tract A, which is adjacent to the Tamiami Trail, U.S. Rt. 41; and

(II) Tract B, which is located on the eastern boundary of the National Park.

(C) MAP- The term `map' means the map prepared by the National Park Service, entitled `Proposed Land Exchanges, Everglades National Park', numbered 160/60411A, and dated September 2008.

(D) NATIONAL PARK- The term `National Park' means the Everglades National Park located in the State.

(E) NON-FEDERAL LAND- The term `non-Federal land' means the land in the State that--

(i) is owned by the State, the specific area and location of which shall be determined by the State; or

(ii)(I) is owned by the Company;

(II) comprises approximately 320 acres; and

(III) is located within the East Everglades Acquisition Area, as generally depicted on the map as `Tract D'.

(F) SECRETARY- The term `Secretary' means the Secretary of the Interior.

(G) STATE- The term `State' means the State of Florida and political subdivisions of the State, including the South Florida Water Management District.

(2) LAND EXCHANGE WITH STATE-

(A) IN GENERAL- Subject to the provisions of this paragraph, if the State offers to convey to the Secretary all right, title, and interest of the State in and to specific parcels of non-Federal land, and the offer is acceptable to the Secretary, the Secretary may, subject to valid existing rights, accept the offer and convey to the State all right, title, and interest of the United

States in and to the Federal land generally depicted on the map as `Tract A'.

(B) CONDITIONS- The land exchange under subparagraph (A) shall be subject to such terms and conditions as the Secretary may require.

(C) VALUATION-

(i) IN GENERAL- The values of the land involved in the land exchange under subparagraph (A) shall be equal.

(ii) EQUALIZATION- If the values of the land are not equal, the values may be equalized by donation, payment using donated or appropriated funds, or the conveyance of additional parcels of land.

(D) APPRAISALS- Before the exchange of land under subparagraph (A), appraisals for the Federal and non-Federal land shall be conducted in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice.

(E) TECHNICAL CORRECTIONS- Subject to the agreement of the State, the Secretary may make minor corrections to correct technical and clerical errors in the legal descriptions of the Federal and non-Federal land and minor adjustments to the boundaries of the Federal and non-Federal land.

(F) ADMINISTRATION OF LAND ACQUIRED BY SECRETARY- Land acquired by the Secretary under subparagraph (A) shall--

(i) become part of the National Park; and

(ii) be administered in accordance with the laws applicable to the National Park System.

(3) LAND EXCHANGE WITH COMPANY-

(A) IN GENERAL- Subject to the provisions of this paragraph, if the Company offers to convey to the Secretary all right, title, and interest of the Company in and to the non-Federal land generally depicted on the map as `Tract D', and the offer is acceptable to the Secretary, the Secretary may, subject to valid existing rights, accept the offer and convey to the Company all right, title, and interest of the United States in and to the Federal land generally depicted on the map as `Tract B', along with a perpetual easement on a corridor of land contiguous to Tract B for the purpose of vegetation management.

(B) CONDITIONS- The land exchange under subparagraph (A) shall be subject to such terms and conditions as the Secretary may require.

(C) VALUATION-

(i) IN GENERAL- The values of the land involved in the land exchange under subparagraph (A) shall be equal unless the non-Federal land is of higher value than the Federal land.

(ii) EQUALIZATION- If the values of the land are not equal, the values may be equalized by donation, payment

using donated or appropriated funds, or the conveyance of additional parcels of land.

(D) APPRAISAL- Before the exchange of land under subparagraph (A), appraisals for the Federal and non-Federal land shall be conducted in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice.

(E) TECHNICAL CORRECTIONS- Subject to the agreement of the Company, the Secretary may make minor corrections to correct technical and clerical errors in the legal descriptions of the Federal and non-Federal land and minor adjustments to the boundaries of the Federal and non-Federal land.

(F) ADMINISTRATION OF LAND ACQUIRED BY SECRETARY- Land acquired by the Secretary under subparagraph (A) shall--

(i) become part of the National Park; and

(ii) be administered in accordance with the laws applicable to the National Park System.

(4) MAP- The map shall be on file and available for public inspection in the appropriate offices of the National Park Service.

(5) BOUNDARY REVISION- On completion of the land exchanges authorized by this subsection, the Secretary shall adjust the boundary of the National Park accordingly, including removing the land conveyed out of Federal ownership.

Detroit to Washington, DC. It turns out that there were over 20 commercial flights that day from here to Detroit and back. One could have sat them in first class and provided them Dr. Pepper in a paper cup, or whatever it is they do in first class, between Detroit and Washington, DC, and they would have been fine. But they flew down wing tip to wing tip in Gulfstreams and, you know, making $2 million, $2.5 million a month, whatever it was. There was a lot of criticism about it—justifiable, in my judgment. I want the auto industry to succeed, but that was not a very smart thing that day.

But the question is, Why it is just the auto industry? Where are all of those folks who ran some of those big investment banks into the ditch? Where are the folks who caused that wreckage? How about the people who ran these big mortgage companies that were selling these unbelievable mortgages to people with bad credit and getting big bonuses as a result? When are they going to be brought here under subpoena and asked the same questions and subject to the same requirements?

I think we ought to create a taxpayer protection prosecution task force. I believe there is a lot of illegal activity that has not been uncovered. And I do not think it ought to be laid at the feet of some attorney general someplace in some State. There ought to be a Federal prosecution tasks force empaneled, and that task force must make it a top priority to investigate and prosecute financial fraud cases and seek to recover any ill-gotten gains. The task force shall make recommendations to the Congress, within 60 days, about extending the statute of limitation in complicated financial crimes, if necessary.

There ought to be a reform commission on the financial system that determines the causes of this financial nightmare. And the commission would report its findings, conclusions and make recommendations for preventing a similar debacle in the future. I do not think it is just a matter of jump-starting the economic engine; I think you have to rewire the system here. You have to rewire the financial system. This does not work.

Securitizing instruments for which there was never any decent underwriting because you did not have to underwrite if you were going to send the risk upstairs—that does not work. And you cannot have dark money out there beyond the gaze of regulators.

You do have to regulate. It seems to me you have to completely reform the financial system, and I do think the people who caused this wreck are going to be the ones who are going to help us reform the system.

So those are four areas that I think we have to do on behalf of the American taxpayer.

You know, my sense is that everyone in this country wants this new Government to succeed. President-elect Barack Obama campaigned across this country on the subject of change. We all understand the need for that change. The fact is, there is plenty of blame to go around. Lots of folks, Republicans, Democrats, one administration, another—there is a lot of blame. But it seems to me there are special obligations laid at the feet of those who in the last 8 years have decided to be willfully blind and decided that self-regulation was more important than having people do their jobs who were supposed to be regulating. And the result was the creation of a house of cards or a Ponzi scheme sort of thing that has caused dramatic damage to this country.

Now, it is a mess, but I think this country can get out of it. I think it would be hard for anybody in this Chamber to decide to get up and go to work if they did not have an abiding hope about the future of this country. And I do. But that hope is joined, it seems to me, by requirements to find out what happened, take action based on what happened, and make sure it never happens again. That is not rocket science; that is what we are obligated to do.

This is, as I said, a great country with a wonderful history of overcoming the odds. We have people who came to this country from different parts of the planet searching for opportunity. Most of us come from immigrants who came from one part of the planet or another, one part of this globe, and came to this country because they believed this is the place where opportunity existed.

There was a man named Stanley Newberg who died, and there was a tiny little piece written in the New York Times about him some years ago. It was a piece that intrigued me, so I looked into it to find out what was this about, Stanley Newberg. It said, in this one-paragraph piece, something that I discovered more about. A man came to this country with his parents to flee the persecution by the Nazis of the Jews, and they came here and landed in this country, with nothing, in New York City. His dad had a job peddling fish on the Lower East Side of New York, and Stanley Newberg trailed along, this little tyke with his dad every day peddling fish. Then he went to school, and his parents struggled because they had nothing, and he did well in school. They struggled to get him some loans and try to help him get to college. He went to college, graduated from college, and went to work for an aluminum company. He did very well with the company and rose up to management in the company and then purchased the company.

Later, he died. When they opened his will, Stanley Newberg, in his will, left $5.7 million to the United States of America. In his will, he said: For the privilege of living in that great country. Is that not remarkable? Here is a man who came here with nothing, was enormously successful, then at the end of his life left his inheritance to the United States of America. I am not suggesting everyone do that. I am suggesting it inspires me when people—in this case, coming here as a boy with nothing—understand the magic of what this country of ours offers in terms of opportunity and freedom. And I think, with all of the hand-wringing that exists in our country about these very serious troubles we face, I am absolutely convinced, if we work together, with a new President, a new Government, if we call the American people to be part of something bigger than themselves, to say this is a moment to try to put this country back on track and build better opportunity and greater opportunity for all Americans, I have great hope then for this country.

Mr. MARTINEZ. Mr. President, I rise today in strong support of S. 22, the public lands omnibus bill. This legislation contains several important provisions for the State of Florida that will protect its natural treasures and expand understanding of our rich history. These bills are bipartisan, and I am proud to have worked with my colleague Senator BILL NELSON in support of the Everglades provisions and the commission for the 450th anniversary of St. Augustine's founding. Congressman JOHN MICA has introduced a companion version of this bill in the House of Representatives and I wanted to recognize his efforts as well. In addition, I thank the hard work of Senator JEFF BINGAMAN, the chairman of the Energy and Natural Resources Committee, and ranking member, Senator MURKOWSKI, and their staff, for including these bills in S. 22 and bringing it to expected floor passage.

The public lands package contains an authorization for the St. Augustine 450th Commemoration Commission, which is critical in assisting the National Park Service, the State of Florida, as well as all local stakeholders in organizing the historic celebration of the city's founding. St. Augustine's old and complex history mirrors much of the American experience. It was the birthplace of Christianity in the New World and it was truly the first blending-pot of cultures that included peoples of Spanish, English, French, Native American, and African descent. Many do not know that St. Augustine is the location of the first parish mass in the United States and it was the location of the first free black settlement in North America. Nearly a century before the founding of Jamestown, Spanish explorer Juan Ponce de Leon landed off the coast of St. Augustine looking for the fabled Fountain of Youth but instead founded a colony known as La Florida. He discovered very favorable currents that would later be known as the Gulf Stream, which would serve as trade routes for European explorers to discover other parts of the New World.

Because of St. Augustine's location along strategic trade routes, Spain constructed the Castillo de San Marcos in 1672 to protect the capital of La Florida from French and British interests. The Castillo de San Marcos is

built on the ruins of the original fort that was burned to the ground by British sailor and explorer Sir Francis Drake. The fort still stands today and has had six different flags fly above its ramparts. It is the oldest surviving European fortification in the United States.

The St. Augustine Commemoration Commission is necessary to help organize the tremendous amount of historical and cultural events that will take place in the first coast area. The commission will encompass a broad array of members from Federal, State, local, and academic backgrounds to ensure that it has a diverse make-up of professionals to assist the city of St. Augustine in celebrating its founding. The intent of the St. Augustine commission bill is to assist the NPS and local stakeholders in building upon the experiences of the Jamestown celebration in 2007. In addition, the commission would provide the necessary framework to navigate the significant logistical challenges facing the city of St. Augustine, the State of Florida, and the National Park Service.

Restoration of the Everglades, especially Everglades National Park, will be enhanced by enactment of the public lands bills package, S. 22. One such provision included is section 7107, which would expand the boundaries of Everglades National Park by nearly 600 acres and help protect a critical part of Florida's ecological heritage. I am proud to have cosponsored this legislation with my colleague BILL NELSON, and it is supported by a broad group. of stakeholders including the Monroe County government in the Florida Keys, the Nature Conservancy, and the National Park Service. The passage of this bill would protect coastal wetlands and habitat for a myriad of endangered species including the American crocodile, the West Indian manatee, the wood stork, the roseate spoonbill, and other migrating birds.

The citizens of Florida have long treasured the Everglades, and the addition of this property within the park's boundaries will help preserve the unique beauty that makes the keys such a special place. The addition of the Tarpon Basin property will not place new management or administrative burdens on our park's staff, but instead would enhance and preserve a part of Old Florida for years to come.

Another provision included in S. 22, which Senator NELSON and I support would facilitate an important land exchange to allow the National Park Service to acquire the last significant private inholding in the Everglades and clear the way to finally implement the federally approved Modified Waters Delivery Project or ''Mod Waters.'' Mod Waters will help restore natural water flows into Everglades National Park, and although authorized nearly 20 years ago in 1989, it has experienced substantial delays.

The land trade provided for in the pending, measure enables the Park Service to acquire Florida Power and Light's, FPL, 7-mile long, utility corridor that now bisects the expanded Everglades National Park. This corridor runs north-south through the heart of the East Everglades and Shark River Slough, which provides the primary water flows into the park. Under the exchange, FPL would give this 320 acre inholding to the park and would receive roughly 260 acres on the eastern boundary of the park adjacent to the existing L 31 canal and levee. FPL would also receive a vegetative management easement to help control nonnative exotic plants. Public acquisition of the FPL inholding would eliminate the last significant private inholding delaying Mod Waters.

No funds will be needed for this inholding acquisition and appraisals indicate that the park receives more value than FPL. Since so much preliminary work has been put into identifying the precise lands and interests involved in the exchange, the Park Service should be able to promptly complete the appraisal approval process. Expeditious review is critical to facilitate Mod Waters and ensure that the exchange is executed so taxpayers are spared the multimillion-dollar costs of purchasing the FPL corridor.

Substantial work has already been completed and all evaluations indicate that relocating the utility corridor away from the Everglades National Park will provide a wide array of environmental benefits to the park. The exchange and relocation ensures that there will be no electric transmission lines constructed on the existing private right-of-way. In addition, moving the utility corridor to the periphery of the park to developed property will lessen impacts on resources, endangered and threatened species, and other park-related values. The bill also provides the NPS with the authority to relocate the Everglades Park boundary to ensure that the lands conveyed to FPL are outside of the park. The intent is that the relocated utility corridor not be within Everglades Park.

Since an environmental assessment needs to focus only on those factors arising from the land exchange itself, it is expected that the Park Service will move quickly to complete the assessment. Any effects that may arise from future proposed development of the relocated corridor would be subject to full environmental review at that time by appropriate Federal and State agencies. Because of these protections and oversight, there should be no undue regulatory delay in the completion of this important land exchange, which could further delay Mod Waters. Accordingly, the NPS should act in a timely manner to render a suitability finding for lands adjacent to the park used for transmission to meet the power needs of south Florida.

I again thank Chairman BINGAMAN and Senator MURKOWSKI for including these bills in S. 22. I also want to thank our outgoing ranking member, Pete Domenici, for his hard work in helping move these bills through the Energy and Natural Resources Committee last year. We have a chance at the beginning of a new Congress to show the American people that Washington is not all about politics and gridlock. I urge my colleagues to vote for S. 22 to help facilitate the completion of Mod Waters and enhance the protection of Florida's fragile ecosystem.

Mr. NELSON of Florida. Mr. President, restoration of America's Everglades is one of my top priorities in the Senate. Everglades National Park stands to be enhanced by enactment of the public lands bill package, S. 22.

Section 7107 contains a measure—similar to a bill introduced by Senator MEL MARTINEZ and me, to facilitate an important land exchange which will allow the National Park Service to acquire the last significant private inholding in the East Everglades and clear the way to finally implement the congressionally approved Modified Waters Delivery project or ''Mod Waters.'' Mod Waters will help restore natural water flows into Everglades Park. This project provides a critical foundation for many future restoration projects and although it was authorized in 1989, has been delayed for a variety of reasons including the need to acquire private lands that will be returned to a natural state by increased water flows.

The Park Service has worked painstakingly since 1989 to acquire over 100,000 acres in the East Everglades at a cost of more than $104 million to clear the way for Mod Waters. Over 8000 individual parcels of land have been purchased and added to Everglades National Park. The land trade provided for in the pending measure will enable the park to acquire Florida Power and Light's—FPL—7-mile long, 330-foot wide inholding that now bisects the expanded park. This corridor of private lands runs north-south through the heart of the East Everglades and Shark River Slough, which provides the primary water flows into the park—the area where more natural water flows will be restored by Mod Waters. Under the exchange, FPL would surrender this 320-acre inholding to the park and receive approximately 260 acres on the eastern periphery of the park immediately adjacent to the existing L 31 canal and levee as well as a vegetative management easement to help control nonnative exotic plants among others. Public acquisition of the FPL inholding would eliminate the last significant private inholding delaying Mod Waters. In return, FPL would receive lands that would be outside the park, providing it with the opportunity to develop such lands into a viable utility corridor, if approved. This is a win-win for the people of south Florida who depend upon both a healthy environment and the availability of power.

As I stated earlier, Mod Waters is the foundation for the broader Comprehensive Everglades Restoration Plan, CERP, approved by Congress in the

Water Resources Development Act of 2000. The congressionally mandated September 2008 National Academy of Sciences report on Everglades restoration called progress on Mod Waters ''dismal.'' The report emphasized that Mod Waters is critical to restoration, especially for Everglades Park, and urged the Federal Government to take action to move the project along. This exchange does precisely that.

No funds will be needed for this inholding acquisition. Since so much work has already been done to identify the precise lands and interests in land to be exchanged and these lands have been subject to professional appraisals, we expect the park to be able to promptly complete the necessary administrative requirements to complete the exchange. Time is of the essence in order to facilitate Mod Waters and ensure that the exchange is executed so taxpayers are spared the multi-million dollar costs of purchasing the FPL corridor.

Prior to executing the land trade, the Park Service will prepare the appropriate National Environmental Policy Act document to fully understand the environmental impacts, if any. It is my hope that this exchange will provide a wide array of environmental benefits to the park. The exchange ensures that there will be no electric transmission lines constructed on the existing private right-of-way. The bill also provides the Service with the authority to relocate the Everglades Park boundary to ensure that the lands conveyed to FPL are outside of the park. It is intended that the utility corridor, if developed, not be within Everglades Park. Because many of the agreements have been worked out in advance between FPL and the park, I expect that the Park Service will move expeditiously to complete the land exchange authorized by this legislation.

In a similar vein, the Park Service must also make a determination that the lands and interests along the L 31 canal and levee on the edge of the park are ''suitable'' for exchange and conveyance to FPL. This ''suitability'' is already widely acknowledged and recognized by both the agency and the Congress as these peripheral lands are not in the heart of the park and not critical for Mod Waters and water flow restoration. Accordingly, I expect the Park Service to act in a timely manner to render the suitability finding.

I received a letter from Florida Department of Environmental Protection Secretary, Mike Sole, expressing his support for the land transfer. The exchange is also supported by the Department of the Interior and the Army Corps of Engineers.

I expect the Park Service and FPL to move promptly to complete the exchange. Again, the need for action on Mod Waters means that time is of the essence.

I wish to thank Chairman BINGAMAN and Ranking Member MURKOWSKI for their efforts to incorporate this important measure in the S. 22 package. We must move expeditiously to compete Mod Waters and completion of this land exchange will help us achieve these objectives while ensuring that the taxpayers are spared the cost of purchasing a very expensive park inholding from FPL.

I yield the floor, and I suggest the absence of a quorum.

The ACTING PRESIDENT pro tempore. The clerk will call the roll.

The assistant legislative clerk proceeded to call the roll.

Mr. REID. Mr. President, I ask unanimous consent the order for the quorum call be rescinded.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

MORNING BUSINESS

Mr. REID. I ask unanimous consent the Senate proceed to a period of morning business with Senators permitted to speak therein for a period of up to 10 minutes each.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

80TH ANNIVERSARY OF LULAC

Mr. REID. Mr. President, I rise to call the attention of the Senate to the 80th anniversary of the League of United Latin American Citizens, LULAC. As a pioneer of the Latino civil rights movement, LULAC has long fought to better the economic condition, educational attainment, political influence, housing, health and civil rights of Americans of Latino descent.

Eighty years ago, three organizations in south Texas united to combat the rampant discrimination faced by Mexican Americans. After decades of disenfranchisement, the Latino community in south Texas created a movement for equality that has contributed greatly to enhancing the livelihood of Latinos throughout the United States. LULAC's successes and achievements are many—ranging from the desegregation of schools throughout the American Southwest to improving access to jobs and government programs.

Today, as America's oldest national Latino organization, LULAC boasts continued service to America's Latino population through more than 48 employment training centers, 16 regional centers, and employs its great knowledge of the needs of the Latino community by advising private, nonprofit, and public institutions. Moreover, its unique charter structure allows this organization to disseminate important information and provide worthwhile services via more than 600 councils throughout the United States and Puerto Rico. The need for LULAC's services has not subsided through the years and a new generation of Latinos calls upon the institutional strength that this organization can provide. The challenges we face as a nation can only be resolved by the inclusion of all American communities and I value the sage voice of LULAC on the strategies to empower Latino communities.

The organization's early efforts for political and social inclusion created a strong base which LULAC and other organizations now utilize to improve the quality of life for all American Latinos. I congratulate and commend the League of United Latin American Citizens for their long record of service to the Latino community and wish them continued success.

TRIBUTE TO BOURBON HEIGHTS NURSING HOME

Mr. MCCONNELL. Mr. President, I rise today to honor the Bourbon Heights Nursing Home, which was recently recognized as the best nursing home in the State in 2008 by the Kentucky Association of Health Care Facilities, KAHCF.

Recently, the Bourbon County Citizen in Paris, KY, published a story about the Bourbon Heights Nursing Home receiving this top honor.

Mr. President, I ask my colleagues to join me in honoring the work of the dedicated staff and volunteers at Bourbon Heights, whose continued commitment to the community and to those they care for is extraordinary. I further ask unanimous consent that the full article be printed in the RECORD.

There being no objection, the material was ordered to be printed in the RECORD, as follows:

[From Bourbon County Citizen, Dec. 19, 2008]

BOURBON HEIGHTS RECEIVES STATE AWARD

(By Paul Gibson)

The Bourbon Heights Nursing Home was the recipient of the coveted award recognizing them as the best nursing home in the state by the Kentucky Association of Health Care Facilities (KAHCF). There are 247 nursing homes in the association and each one is awarded the large trophy that signifies the top honor.

''There is an extensive application procedure,'' said Glenda McKenzie, Activities Director. ''And judges come at least twice during the year to personally see the facility.''

''The judges' visit is very thorough,'' said Angie Forsythe, Administrator at Bourbon Heights. ''They interview each department head and observe the services we provide residents.''

According to Forsythe, the judges also interview staff members, residents, and volunteers to gain better understanding of how the facility operates.

''The judges really wanted to know what makes us unique,'' Forsythe said.

The judges discovered, McKenzie said, ''that we are a very diverse facility offering a wide range of services to our residents.''

Currently, Bourbon Heights provides independent living in apartments, personal care, nursing care, day care and out patient rehabilitation.

''I think the judges were impressed with the way we take pride in the care we provide our residents,'' Forsythe said. ''We are like a family here and the staff provides a loving care for each resident.''

She added that Bourbon Heights has very little turnover in staff and that many staff

LAND PROTECTION PLAN

EAST EVERGLADES ADDITION

EVERGLADES NATIONAL PARK

APRIL 1991

Recommended By: _____ 4/27/91
Superintendent Date

Approved By: _____ 6/26/91
Regional Director, Southeast Region Date

United States Department of the Interior

NATIONAL PARK SERVICE
SOUTHEAST REGIONAL OFFICE
75 Spring Street, S.W.
Atlanta, Georgia 30303

IN REPLY REFER TO:

FINDING OF NO SIGNIFICANT IMPACT
ON
ENVIRONMENTAL ASSESSMENT
FOR
LAND PROTECTION PLAN
EAST EVERGLADES ADDITION
EVERGLADES NATIONAL PARK
FLORIDA

BACKGROUND

The National Park Service (NPS) has prepared and made available for public review the Land Protection Plan/Environmental Assessment (LPP/EA) for the East Everglades Addition of Everglades National Park (dated April 1991). The purpose of this plan is to identify land protection alternatives to assure the restoration and enhancement of the Everglades ecosystem in the addition and existing park. The plan has been prepared in compliance with relevant legislation, other congressional guidelines, Executive Orders, and departmental and NPS policies. The plan will be reviewed every 2 years, and updated accordingly, in order to deal with issues not fully addressed and to reflect new information about the park addition.

The purpose of this document is to record the comments on the draft LPP, clarify or expand identified subjects covered, make corrections as needed, and to add a Finding of No Significant Impact (FONSI) pursuant to the Council on Environmental Quality's regulations for implementing the National Environmental Policy Act (43 CFR 1500). This FONSI should be attached to the EA.

PUBLIC INVOLVEMENT

The LPP/EA was made available for public review May 3 to June 7, 1991, and a public workshop was held on May 22, 1991, in Miami, Florida, at the Metro-Dade Government Center. The workshop was attended by 105 persons, three television stations, and one newspaper. Fourteen persons made verbal comments and twelve written comments were received.

GENERAL COMMENTS

Comment: With four exceptions, all comments agreed with, supported, or did not oppose the goals and objectives set forth in the LPP. The exceptions were property owners who do not want to relocate and who disagree with the need for the restoration effort for the park. Several mentioned concern for the time-frame, emphasizing the need to begin acquisition and protection of the area immediately.

Response: The 5-year term for completion of the expansion is a target; frequently, land acquisition programs must be extended due to availability of funding. The NPS intends to move ahead with acquisition and restoration efforts as quickly as possible and to establish NPS presence in the expansion area. The comments from the Florida Department of Natural Resources, Bureau of Land Acquisition, confirmed the State's funding for the 20 percent of acquisition costs incorporated into the 1991/1992 Work Plan and the intent to transfer title for State lands and Chekika State Recreation Area pending discussions of specific terms and conditions.

LAND VALUES

Comment: The issue of payment for land is a major concern, and the question of what constitutes a "fair price" versus the determination of "fair market value" is paramount in all comments from landowners. It was also recommended that a Land Acquisition Office be established in the Miami area.

Response: Land acquisition will be handled by the NPS Land Acquisition Field Office in Naples, Florida, in accordance with Federal regulations. A satellite office will be opened in the greater Miami area to facilitate landowners. The establishment of fair market value will be accomplished through appraisals which reflect current prices for comparable land sales. Factors which affect market value include location, size, accessibility, and current zoned use of the property; original purchase price, taxes paid, etc., do not influence the market value.

Comment: Some lands in the East Everglades were granted Severable Use Rights (SUR's) by Metro-Dade County at rates that varied by location. How will these SUR's affect land values?

Response: The NPS will acquire all lands in fee. The SUR's serve no purpose toward the park restoration efforts. During acquisition negotiations, the NPS Lands Office will advise all landowners that SUR's may have value and that they may be retained, transferred, or sold in compliance with county ordinances.

COMPATIBLE/INCOMPATIBLE LAND USES

Comment: One landowner questioned NPS authority to identify incompatible uses and the boundary definition along the southern end which excludes lands already in agriculture.

Response: The legislation for the park expansion clearly states the intent of Congress to add these lands to Everglades National Park to be managed as park. The issues of compatible and incompatible uses--i.e., agriculture, private residences, recreational vehicles, hunting, etc.--were discussed, considered, and eliminated in the passage of Public Law (PL) 101-229. This LPP identifies the priorities and strategies for implementation of the law. The boundaries, too, were drawn with the intent of excluding all active agricultural lands along the periphery. This has resulted in an irregular boundary configuration; however, all lands within the boundary are considered essential for the restoration purposes.

LAND USE--AGRICULTURE

Comment: Although determined an incompatible use by NPS, one individual felt that selected areas for continuation of agriculture should be identified using techniques which enhance wildlife habitat and utilize landscape ecology management concepts (agricultural islands). One landowner queried whether NPS had considered aquaculture as an appropriate use.

Response: Agriculture has already been determined to be an incompatible use within Everglades National Park. The same policy will be applied in management of the expansion area. Aquaculture also is a use which is not compatible with the goal of restoration of a natural marsh ecosystem.

Comment: The owner of a mango orchard located within the park addition expressed strong opposition to selling his property.

Response: A primary purpose of the Addition is to restore the hydrology and ecosystems of this portion of the Everglades. As such, the acquisition of all lands, including the mango orchard, is essential to achieve this purpose. In negotiation with the property owner, options will be explored to minimize the impacts of acquisition should the owner decide to acquire alternate lands outside the park to establish a new grove.

CONCESSIONS

Comment: One comment stated that negotiations for air boat concession contracts should be expedited to provide visitor access and educational opportunities.

Response: Recognition that commercial operations will be permitted within the expansion is contained in PL 101-229. The feasibility and need for concession operations along Highway #41 will be evaluated following guidelines consistent with the Concessions Policy Act. The LPP identifies the acquisition of these commercial facilities as the third priority. The issue of land acquisition and concessions operations are separate issues; all of the commercial operations would be acquired, whether or not they remain as concession operations within the park.

LAND USE--AIR BOATS

Comment: Future use by both commercial and private air boat operators is a concern. The procedure for permitting and regulating this activity was queried.

Response: The use of air boats within the expansion is the one exception to the current policies of Everglades National Park recognized in PL 101-229. Regulations and operating guidelines/restrictions will be developed to address permitting procedure, regulations, operating zone identification, etc., in planning and development of special regulations for the management of the expansion area.

LAND USE--GILBERT'S MARINA

Comment: One comment asked for clarification of the Gilbert's Marina issue.

Response: This item was included in PL 101-229 to resolve a long-standing trespass condition of approximately 1 acre which was discovered when the southeast boundary was surveyed. The Congress specifically authorized an exchange to clear title for this minor boundary adjustment.

OTHER AGENCY COORDINATION

Comment: State and local officials emphasized the need to coordinate implementation of the plan with corresponding government agencies on issues of road alignments, legal status of structures, impacts of West Dade Well Field, the status of SUR's, transfer of State lands, and ownership of land between "old" and "new" Highway 41 alignment.

Response: The NPS will actively involve appropriate State, county, and metropolitan Miami government agencies in the planning and implementation of this plan. The park is currently involved in the planning process for the West Dade Well Field on both the technical and policy level and an NPS representative is on the Homestead Airport Expansion Advisory Board.

Determination of zoning compliance for structures and land use will continue with the building and zoning department. The NPS and U.S. Army Corps of Engineers (COE) are completing a Memorandum of Understanding to define their cooperative efforts on the acquisition and restoration project construction and design. The Florida Department of Natural Resources has identified funding for the State's portion of acquisition costs. Evaluation of road access and rights-of-way will be coordinated with the county and the Florida Department of Transportation.

MICCOSUKEE TRIBE OF INDIANS OF FLORIDA

The Miccosukee Tribe of Indians of Florida had several concerns:

Comment: The boundary adjustment adds a portion of the area between the old and new Highway 41 to the park; however, the Tribe may seek to have some of this area placed into Federal trust as part of the Miccosukee Reservation in partial settlement of a claim against the State. The Tribe has identified a need to expand the Miccosukee community "in its traditional homeland within the park" and this issue is not mentioned in the LPP.

Response: The Tribe's Special Use Permit defines the residential use area on lands west of the Shark Valley Road to the park's western boundary. The lands between the old and new Highway 41 west of Shark Valley are not included in the park expansion legislation and the NPS would have no objection to the Tribe's efforts to obtain that land for residential expansion.

The lands east of the Shark Valley road between the two Highway 41 definitions are essential to the restoration objective of the park expansion. The legislative history of PL 101-229 does not provide for any expansion of the Miccosukee community into the added area. Such expansion would be incompatible with the park restoration goals.

Comment: The plan does not address the subject of Tribal members rights to carry on cultural activities within the expansion nor the rights of Miccosukee Indians currently residing within the expansion area.

Response: The Act does not diminish any existing rights, nor does it grant any additional rights. As stated in the plan, the Tribal members' rights shall be in accordance with "other provisions of law applicable to Everglades National Park," as defined as "...not in conflict with the purposes for which Everglades National Park is created." (16 U.S.C. 410b).

Comment: The plan needs to define "some considerations" for Osceola village. The Tribe does not want them relocated and they believe the LPP should expressly acknowledge that they will remain and will enter into a concession contract to continue air boat ride service.

Response: The LPP recognizes the presence of the existing Osceola Camp and the need to make accommodation for the continued use and occupancy of this property. The COE intends to address raising the Osceola Camp in its General Design Memorandum (GDM) within its legal authority to do so. The Osceola Camp will be included in the evaluation of commercial activities in determining the extent of concession services required as discussed under "Land Uses-Concessions".

Comment: The Tribe wants to be involved in development of the environmental education program at Chekika to include employment opportunities for Tribal members and participation in the interpretive programs developed by NPS.

Response: Specific operating plans for Chekika State Recreational Area will be defined in an addendum to the park's GMP and will not be addressed in the LPP. The Tribe's interest in being involved in this effort is noted and the park will be pleased to work with them as the planning process begins.

TEXT CHANGES/CORRECTIONS

Page 5, Item 2: Change to read: "At 30-Mile Bend on U. S. #41 (Tamiami Trail), a residence and commercial property exists known as the Everglades Boat Rides/Osceola Camp. The family that lives there are Miccosukee Indians that are not enrolled members of the Miccosukee Tribe nor do they live on the permitted area within the park. It is not known whether the family presently owns the land in fee simple. The COE has identified mitigation measures for raising the Osceola Camp in the General Design Memorandum (GDM)."
Page 15, Item 2, para. 1: Change reference to "Bureau of State Lands" to read: "Department of Natural Resources (DNR)."

SUMMARY OF ENVIRONMENTAL CONSEQUENCES

The EA of the LPP is defined on pages 23 through 25. It iterates the impacts of acquisition of lands in fee simple, establishment of easements, and no action. The summary indicates that to comply with the congressional intent to assure the enhancement and restoration of the wetland ecosystem through the restoration of natural hydrologic conditions and to manage the area to maintain natural abundance, diversity, and ecological integrity of an entire ecosystem, it will be necessary to acquire all lands within the Addition in fee simple. Actions resulting in the displacement of owners or tenants of structures will be subject to the Uniform Relocation Act, as amended.

Establishment of easements would allow for some development that would adversely affect the restoration process and is, therefore, inappropriate.

Taking no action would not restore the natural ecosystem.

Land acquisition will not adversely affect endangered or threatened species; however, Section 7 consultation on the effects of the restoration project on endangered or threatened species will take place in the preparation of the COE's General Design Memorandum (GDM).

No Statement of Findings will be prepared for this project as there will be no adverse impacts within the floodplain or wetlands. No prime or unique farmlands will be affected by the land acquisition recommendations in the plan. The classification "unique farm lands" is applied to any land in Dade County, Florida, presently in cultivation due to the south Florida climate which allows winter vegetable, tropical fruit, and citrus production. In the Addition, less than 3 percent of the Addition, including the mango grove, falls into this "unique" classification. Agricultural use is categorized as incompatible with the restoration objectives for the addition in PL 101-229 and will be eliminated.

There will be no adverse effects on historic or archeological resources as a result of this proposal. The potential impacts of the restoration project will also be addressed in the preparation of the GDM.

CONCLUSION

After reviewing the comments on the LPP/EA for the East Everglades Addition to Everglades National Park, the NPS has determined that implementation of the proposal does not constitute a major Federal action significantly affecting the human environment and that an Environmental Impact Statement will not be prepared. Therefore, the NPS will move forward with the acquisition of lands in the East Everglades.

Approved: C. W. Ogle Date: 7-25-91

Acting Robert M. Baker
Regional Director
Southeast Region

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PLAN SUMMARY

1.	Current Ownership (acreage)	
	Federal	0
	Other public	43,000 (approx.)
	Private	65,000 (approx.)
2.	Number of Non-Federal Tracts	10,000 (approx.)
3.	Interest/Method of Protection Proposed*	
	-- Fee (long-term protection)	107,600 (approx.)
4.	Statutory Acreage Ceiling	None
5.	Funding Status	
	Authorized Ceiling	None
	Appropriated**	$7,500,000
	Expended	$ 0
	Unappropriated	N/A

The National Park Service is in the process of compiling ownership information for the addition; thus the acreage calculations and number of owners are approximate.

6. Top Priority

This project is integral to the restoration of the hydroperiod and sheet flow of the Shark River Slough.

In order to enhance and restore the ecology and hydroperiod of the East Everglades and the Shark River Slough, it will be necessary to acquire fee ownership of the entire 107,600 acres. In the long term, no private uses of the land will be compatible with this goal.

The undisturbed, privately-owned tracts needed to enhance and restore the ecology through the restoration of the hydrologic system constitute the top priority for protection. Generally, the undisturbed tracts will be considered for priority acquisition.

State and other non-Federal public lands comprise the second priority grouping, while the commercial tracts along U.S. 41 constitute the third priority group. Third party mineral rights are included in the fourth priority grouping.

On the eastern boundary, the U. S. Army Corps of Engineers is authorized to acquire lands that will be directly affected by the construction of the levee and canal designed to mitigate impacts of the east Everglades hydroperiod restoration upon the eight and one-half square mile residential area.

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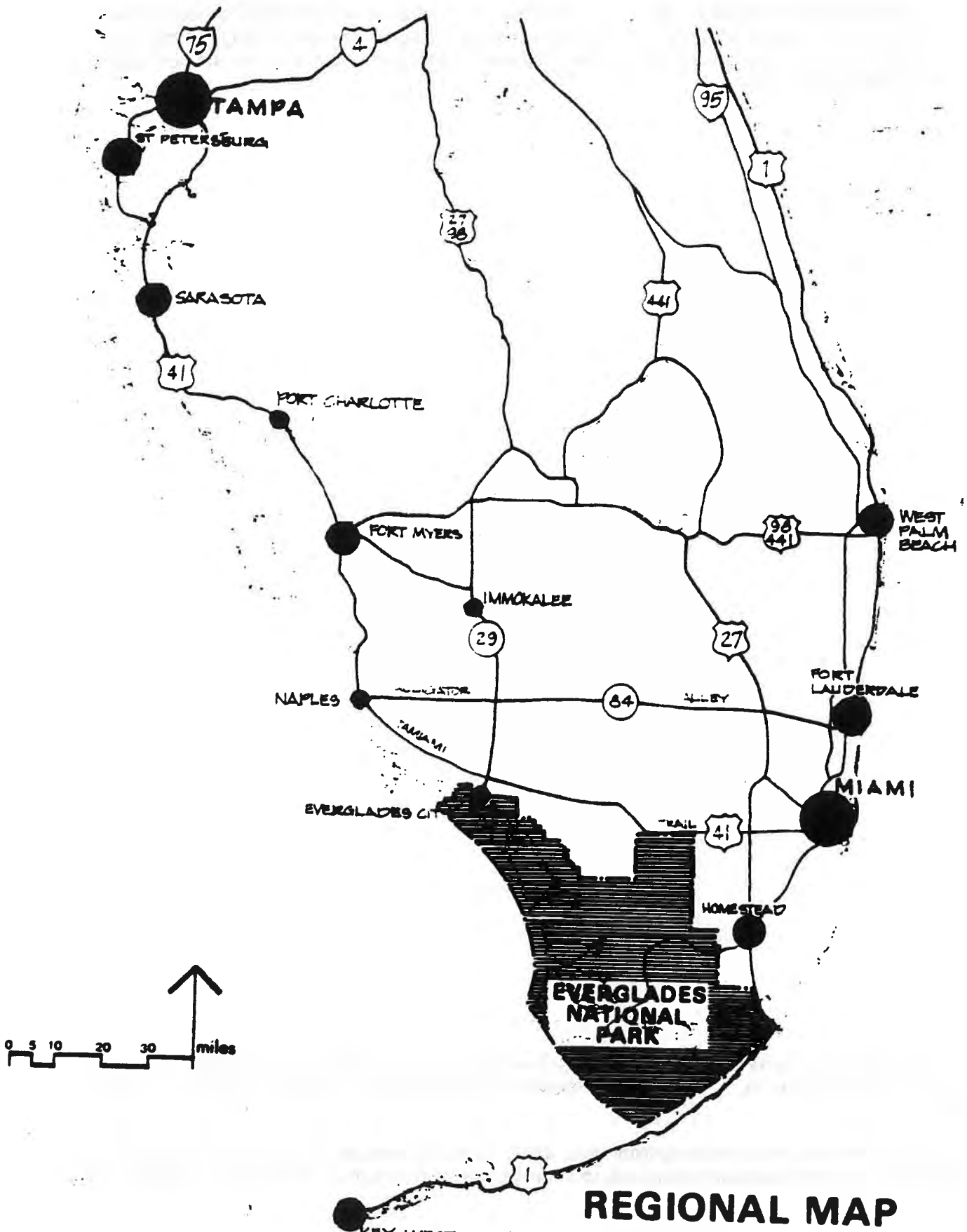
* The addition contains approximately 107,600 acres of both private and public land. The State of Florida and the South Florida Water Management District are the primary owners of the public land.

** For FY 1991 $15 million was appropriated, divided equally between the National Park Service and the U. S. Army Corps of Engineers, to initiate the acquisition and development program.

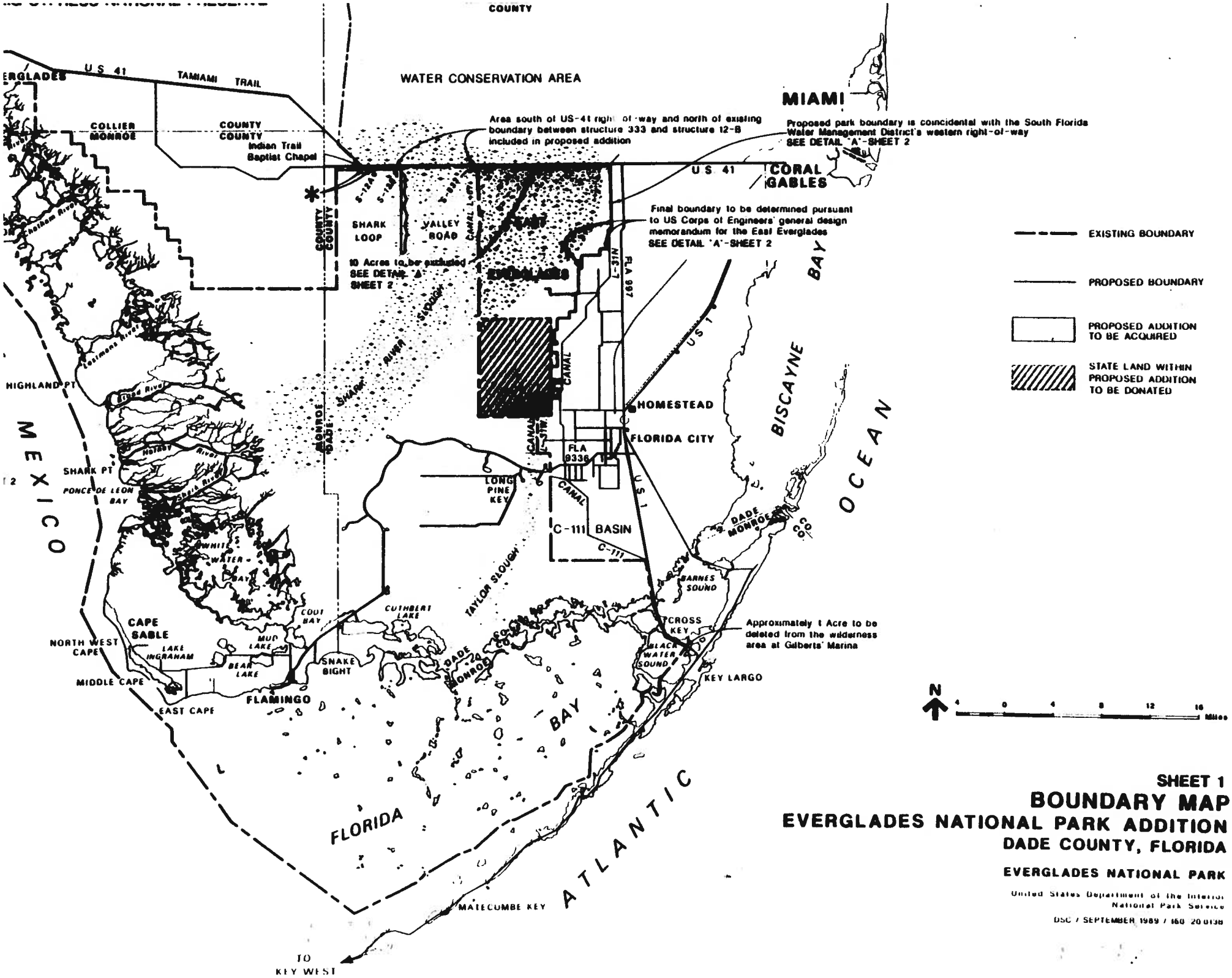


REGIONAL MAP

EVERGLADES NATIONAL PARK

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

160 | 25002
DSC | JANUARY 1986



SHEET 1

BOUNDARY MAP

EVERGLADES NATIONAL PARK ADDITION

DADE COUNTY, FLORIDA

EVERGLADES NATIONAL PARK

United States Department of the Interior
National Park Service

DSC / SEPTEMBER 1989 / 160 20 0138

LAND PROTECTION PLAN

EVERGLADES NATIONAL PARK/EAST EVERGLADES ADDITION

I. Introduction

A. Department and National Park Service Land Protection Policies

In May 1982, the Department of the Interior published in the Federal Register a policy statement for use of the Federal portion of the Land and Water Conservation Fund. Each agency responsible for land protection in Federally administered areas is required to:

- Identify what lands or interests in land need to be in Federal ownership to achieve management purposes consistent with public objectives in the unit.

- To the maximum extent practical, use cost-effective alternatives to direct Federal purchase of private lands and, when acquisition is necessary, acquire or retain only the minimum interests necessary to meet management objectives.

- Cooperate with landowners, other Federal agencies, State and local governments, and the private sector to manage land for public use or protect it for resource conservation.

- Formulate, or revise as necessary, plans for land acquisition and resource use or protection to assure that socio-cultural impacts are considered and that the most outstanding areas are adequately protected and managed.

In response to this policy, the National Park Service (NPS) has prepared a Land Protection Plan for the East Everglades Addition of Everglades National Park. The purpose of this plan is to identify land protection alternatives to assure the restoration and enhancement of the Everglades ecosystem in the addition and existing park, to restore natural hydrologic conditions, and to provide for appropriate administrative facilities and visitor use. The plan has been prepared in compliance with relevant legislation, other Congressional guidelines, executive orders, and Departmental and NPS policies. The plan will be reviewed every two years, and updated accordingly, in order to deal with issues not fully addressed and to reflect new information about the park addition.

B. Protection Issues

The major issues addressed in this plan include: setting priorities for protection and acquisition, defining compatible and incompatible uses within the addition, public and administrative access to important resources, and the protection of wetlands and wetland ecosystems. Resolution of the issues and land protection strategies will evolve in the context that Congress intended -- that actions enhance and restore ecological values of Everglades National Park through the restoration of natural hydrologic conditions. Further, Congress intended that the focus of management of the area be conducted, to the broadest extent possible, to maintain natural abundance, diversity, and ecological integrity of an entire ecosystem, not just a water flow way through a section of the Shark River Slough.

These broad issues may be addressed more specifically in the following ways:

1. The first major issue deals with disturbed and undisturbed privately owned lands. How are these lands to be differentiated in establishing priorities for acquisition? What uses may be acceptable in the short term?

2. What interim measures of protection are available until sufficient funds are appropriated to acquire all priority areas?

3. What are the timing and procedures for the donation of State, Water Management District, and county lands within the addition? This will have to be complemented by the appropriate NPS actions to ensure effective management upon acquisition. What measures may be implemented until such time as these lands are donated to the Federal government?

4. What priority for protection should be assigned on those commercial properties along U.S. 41? The Secretary of the Interior (Secretary) was authorized to negotiate and enter into concession contracts with owners of commercial airboat and tour facilities within the addition, in existence on or before January 1, 1989. The issue of assessing the needs for public accommodation of use of the area must be examined through appropriate NPS concession feasibility processes pursuant to the Concessions Policy Act and NPS policy.

5. What priority should be placed on the acquisition of third-party mineral rights? These rights must be assessed to determine the extent and nature of those ownerships and any possible threats that would detrimentally affect the restoration and enhancement of the ecosystem and natural hydrologic conditions.

6. The restoration of natural hydrologic conditions is essential for the successful restoration and enhancement of the wildlife habitat and the ecological values of the addition and the park in general. This process is dependent upon the completion of a General Design Memorandum (GDM) and the Detailed Design Memorandum (DDM) for specific elements of the redesign and modification of the water delivery system by the U. S. Army Corps of Engineers (USACOE). This process requires coordination with a variety of agencies and interests which must join with the intent of Congress to enhance and restore ecological values and provide for the natural abundance, diversity, and ecological integrity of native plants and animals.

7. The final boundary of the addition in the vicinity of the eight and one-half square mile residential area has not yet been firmly established and will be determined pursuant to the USACOE GDM and DDM for the Modified Water Deliveries for the northeast Shark River Slough. Should the Secretary of the Army make a determination of adverse effect upon this residential area caused by the restoration of natural hydrologic conditions, a flood protection levee will be constructed to mitigate the impacts of the GDM implementation. The footprint of this levee will establish the eastern boundary of the park at the eight and one-half square mile area and may require fee simple acquisition of some residences for development of the flood mitigation structures.

In addition to the above, the Land Protection Plan addresses other more specific land protection issues as follows:

1. At present, two AM radio antenna fields exist along the U.S. 41 (Tamiami Trail), consisting of multiple antenna arrays several hundred feet in height. Before

acquisition is initiated, an assessment will be completed to address issues such as intrusion on park resources, impact upon wetlands and the GDM implementation which will increase hydroperiod in the Shark Slough, frequency and location authorizations granted by the Federal Communications Commission (FCC), and aesthetic intrusion.

2. At 30-Mile Bend on the U.S. 41 (Tamiami Trail), a residence and commercial property exists known as the Everglades Boat Rides/Osceola Camp. The family that lives there are Miccosukee Indians that are not enrolled members of the Miccosukee Tribe nor do they live on the permitted area within the park. It is unknown whether the family presently owns the land in fee simple. The COE has identified mitigation measures for raising the Osceola Camp in the General Design Memorandum (GDM).

3. The northern Park boundary along U. S. Highway 41 (Tamiami Trail) has long been defined as the "old Tamiami Trail"; however, when the road was realigned to the north, creating the "new Tamiami Trail" (still designated U. S. 41) the strip of land between the "old" and "new" Tamiami Trail rights-of-way became an area of unclear ownership and jurisdiction. At times, neither the State nor the county has claimed ownership. The resulting management and jurisdiction void has created law enforcement and wetlands protection issues. P. L. 101-229 has clarified the issue and provided Congressional intent by expanding the park boundary to add to the park the lands "south of the right-of-way of existing U. S. Highway 41 and north of existing boundary between Structure 333 and Structure 12-B." Further, the law expanded the park boundary to add those lands "south of the U. S. 41 right-of-way and north of existing boundary extending west of Structure 12-A to the Indian Trail Baptist Chapel boundary and Big Cypress National Preserve boundary". These boundary adjustments along U. S. Highway 41, although minor, will require significant interaction with both the State and the county in order to resolve property ownership and jurisdiction issues.

4. Chekika State Recreational Area, managed by the Florida Department of Natural Resources, is a 640 acre unit of the State Park System located within the addition. Continued public ownership of this area is considered important to the hydrologic and ecological restoration objectives of the East Everglades legislation. Public use of this area is also considered an important public purpose which should be continued within Everglades National Park. Should the State transfer Chekika to the Federal government, the National Park Service proposes to operate and maintain facilities for public use and enjoyment in this area as part of Everglades National Park. An evaluation would also be completed with the goal of expanding environmental education opportunities, facilities, and programs at Chekika.

5. To assure that donated or acquired lands are provided the management protection required by Congress, the NPS will establish on-site management within the addition. This on-site management would likely be located at or near Chekika. A suitable site for the initiation of NPS protection operations most probably will concentrate along this east-central portion of the addition due to the extent of existing public access and adjacent residential and agricultural uses. This operational site will be confined to an already human-altered location in order to avoid disruption to wetland ecosystems.

6. Within the addition there are numerous roads. Significant interaction with Dade County will be required to resolve ownerships and right-of-way alignments with the ultimate vacation of these rights to the Federal government as adjacent lands are acquired. Land management planning will identify those roads required for public accommodation or use for resource protection and operation by the NPS. The

accommodation or use for resource protection and operation by the NPS. The evaluation will also consider which roads should be removed to further the purposes of enhancing hydrologic and ecological restoration of the East Everglades.

7. Gilbert's Marina: For purposes of acquiring property by exchange, the Secretary may exchange the approximately one acre of Federal land known as "Gilbert's Marina" for non-Federal land of equal value located within the boundaries of the addition. Portions of this marina were illegally constructed within Everglades National Park on the north side of Jewfish Creek, west of U. S. Highway 1, on a parcel of land that was filled and extended into the park. The improvements made on the filled land occurred prior to 1968. Further expansion of the improvements by Gilbert's into the park, which would expand their trespass against the United States and violate National Park and Wilderness statutes, will not be allowed. NPS policy clarifies that this use cannot be allowed to continue as a trespass on National Park property. The East Everglades legislation authorizes an exchange of lands -- those already impacted lands at Gilbert's -- for an equivalent value within the East Everglades addition. This exchange will be explored with the owners of Gilbert's. If an exchange is completed, then the one acre at Gilbert's will be proposed for deletion from the park, If, however, Gilbert's does not effect an exchange of interests, then these incompatible and unauthorized facilities and activities at Gilbert's will have to be removed from Federal lands within the park.

C. The Plan as a Guide

This plan does not constitute an offer to purchase land or interests in land. It will generally guide subsequent activities subject to the availability of funds and other constraints. This plan does not diminish the rights of non-Federal landowners.

II. Purpose of the Expansion and Resources to be Protected

A. Purpose

The purposes of the Congressional Act are two-fold and all land protection actions must be responsive to this Congressional direction:

1. "To increase the level of protection of the outstanding natural values of Everglades National Park and to enhance and restore the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades to Everglades National Park; and,

2. "Assure that the park is managed in order to maintain the natural abundance, diversity, and ecological integrity of native plants and animals, as well as the behavior of native animals, as a part of their ecosystem."

B. Resources to be Protected

Everglades National Park was established in 1947. Its almost 1.4 million acres of cypress, pine, and mangrove forests, sawgrass prairies, fresh water sloughs, and salt marshes provide habitat and protection for fourteen endangered and six threatened plant and animal species. Its international significance is recognized by the United Nations through three

prestigious designations -- a World Heritage Site, an International Biosphere Reserve, and a Wetland of International Importance. It is the final remnant of the vast natural Everglades that once covered the southern tip of Florida.

Historically, water flowed gradually from the Lake Okeechobee basin in a southwesterly direction through the Everglades into Florida Bay and the Gulf of Mexico, with most of the water moving through the Shark River Slough. When the park was established, only half of the slough was included within the park boundary with the eastern portion remaining outside the park in the area known as East Everglades.

The East Everglades is generally described as the 153,600 acre region lying between the old Everglades National Park boundary and the urban/rural limits of Dade County. The region is bounded by Tamiami Trail (U. S. 41) on the north, the L-31 levee and C-111 canal on the east, and the original Everglades National Park boundary on the south and west. It represents most of what remains of the eastern portions of the original Everglades marshland ecosystem in Dade County.

The East Everglades contains the headwaters of the Northeast Shark River Slough and Taylor Slough which are the primary sources of water flow to the park. The sloughs provide important water storage and aquifer recharge functions for Dade and Monroe Counties. During the rainy season (April-October), water levels rise to the edges of the slough. During the drier winter months, water recedes toward the center of the slough, allowing the edges to gradually dry. This naturally occurring ebb and flow is crucial to the survival of much of the region's wildlife.

Efforts to manage south Florida's water by the USACOE and the South Florida Water Management District (SFWMD) have redirected the natural water flow so that the western half of the slough, which had traditionally carried 40 percent of the water flow, instead receives 90 percent of the entire flow. The flow through the eastern half (in East Everglades) is reduced to only 10 percent. This disruption has resulted in the habitat loss and population decline of many native species.

The portion of the Shark River Slough drainage basin in the East Everglades is composed of wetland communities typical of those parts of the southern Everglades which are inundated for 9-12 months each year. Vegetation consists of a mosaic of sawgrass marshland, lower-lying flats and sloughs, and tree islands and hardwood hammocks at higher elevations. The substrates in the heart of the slough primarily are peat soils covered by a dense layer of periphyton algae.

South of the Northeast Shark River Slough there are slightly higher elevated marl wetland prairies and rocky glade communities. Typical hydroperiods in these zones range from two to six months during average hydrological years. There are also ecologically diverse irregular mosaics of grass types interspersed by hundreds of small bayheads and tree islands which form the northern and central reaches of the Taylor Slough drainage basin.

The undeveloped portions of the East Everglades provide crucial habitat benefits to Everglades National Park, and many wildlife species rely on both areas for feeding, foraging, cover, and nesting. The East Everglades supports 359 recorded species of fish, reptiles, mammals, birds, and amphibians. Federally-listed endangered species within the addition include Florida panther, Cape Sable sparrow, bald eagle, wood stork, and snail kite. In addition, there are Federally or State-listed threatened species.

The East Everglades contains the primary home range for at least two Florida panthers. Additional animals use the area on an occasional basis. These individuals comprise the

park's only known remaining panther population. Habitat loss is a primary element endangering the panther which requires large, undisturbed areas for its range.

The East Everglades also contains critical habitat (designated in accordance with the Endangered Species Act) of the Cape Sable sparrow. The sparrow inhabits the freshwater sawgrass and muhly grass marshes. Maintenance of this habitat requires the proper hydrologic and fire regime.

Wood storks have suffered routine nesting failures since the early 1960's. During this period, the nesting population in the park declined from 2,500 to 150 pairs. The population decline is due in large part to loss of feeding habitat. The East Everglades historically provided feeding areas through the annual nesting period of wood storks, from the early dry season when the highest marshes were drying to late in the dry season when the lowest areas provided available food. The East Everglades region represents thirty-five percent of the feeding habitat available to Everglades National Park's wood stork populations; however, the area is no longer suitable for wood storks during the crucial nesting period because of the water level manipulation. Restoration of the hydroperiod in this area should facilitate wood stork recovery.

The lowered water levels in the East Everglades have had dramatic effects on wildlife populations. The decrease in length of flooding has reduced the aquatic productivity of the area and altered the pathways of the food chain. Measurements of yearly mean fish densities of the East Everglades indicate populations are only 20 percent of densities in non-altered marshes. Populations correlate with lower numbers of higher-level consumers such as alligators and wading birds.

At least twelve rare, endemic plant species are found in the East Everglades. These populations provide supplemental gene pools to the protected plant species in Everglades National Park, where vegetation has been adversely affected by ecological changes within the East Everglades. The lowered water levels there have caused more frequent and severe fires in the area. The fires burn into the park under conditions which rarely occurred historically, causing changes in plant species composition. Fires in the East Everglades have consumed organic soils and altered vegetation patterns. The altered hydrologic and fire regimes promote the spread of exotic woody species, especially melaleuca and Australian pine, which displace native plant communities.

C. Legislative, Administrative, or Congressional Directives and Constraints

P. L. 101-229 (December 13, 1989) articulates that Everglades National Park is both nationally and internationally significant and that the park has been adversely affected and continues to be adversely affected by external factors which have altered the ecosystem including the natural hydrologic conditions within the park. Additionally, the legislation identified that portion of the Northeast Shark River Slough which lies within the area Congress added to the park as vital to long-term protection of the park and restoration of natural hydrologic conditions within the park. This restoration action will halt the deterioration of park wildlife resources and their associated habitats which have been adversely impacted by the alteration of natural hydrologic conditions within the park.

Role of National Park Service

Lands and interests may be acquired by donation, purchase with donated or appropriated funds, or exchange.

Any lands or interests in land which are owned by the State of Florida or any political subdivision thereof, may be acquired only by donation. These ownerships involve the following State or county entities:

- **Central and Southern Florida Flood Control District**
- **Trustees of Internal Improvement Trust Fund, State of Florida**
- **South Florida Water Management District**
- **Dade County**

Congress directed that acquisition within the boundaries of the addition shall be completed not later than five years after December 13, 1989, but the authorization to acquire lands shall remain in effect until all acquisition is completed.

When any tract of land is only partly within the boundaries, the Secretary may acquire all or any portion of the lands outside such boundary in order to minimize the payment of severance costs. Lands so acquired outside of the boundary may be exchanged for non-Federal lands within the boundaries or reported to the General Services Administration for disposal.

Prompt and careful consideration shall be provided to any offer to sell property if the owner notifies the Secretary that the continued ownership of such property is causing or would result in undue hardship.

Not more than 80 percent of the cost of such acquisition may be provided by the Federal government. Not less than 20 percent of such cost shall be provided by the State of Florida.

The area shall be administered in accordance with P.L. 101-229 and such other provisions of law applicable to Everglades National Park and those generally applicable to units of the National Park System. Further, whatever statutory authority available shall be utilized for the "preservation of wildlife and natural resources as deemed necessary to carry out the purposes of the Act." The area shall be managed "in order to maintain natural abundance, diversity, and ecological integrity of native plants and animals, as well as the behavior of native animals, as a part of their ecosystem."

The park and all acquired lands shall be closed to the operation of airboats "...except that within a limited capacity and on designated routes within the addition, owners of record of registered airboats in use within the addition as of January 1, 1989, shall be issued non-transferable, non-renewable permits, for their individual lifetimes, to operate personally-owned airboats for non-commercial use in accordance with the rules prescribed by the Secretary to determine ownership and registration, establish uses, permit conditions, and penalties, and to protect the biological resources of the area." At a later date an assessment of needs to accommodate airboat use and a plan to articulate and manage airboat use will be developed.

Commercial or business operations in existence within the addition on or before January 1, 1989, may be considered for concession contracts subject to the Concessions Policy Act (P. L. 89-249) and the assessment of the need for public services. These operations are not guaranteed concession contracts. Whatever services are deemed necessary and appropriate for public accommodation will be managed under such rules and conditions as deemed necessary for the "...protection of the biological resources of the area."

Role of U. S. Army Corps of Engineers

P. L. 101-229 authorizes and directs the USACOE to construct modifications to the Central and Southern Florida Project to improve water deliveries into the park and shall, to the extent practicable, take steps to restore the natural hydrological conditions within the park. Further, the project modifications to restore these natural hydrological conditions are justified by the environmental benefits to be derived by the Everglades ecosystem in general and by the park in particular and shall not require any further economic justification. Accordingly, specific water structures or water delivery programs have a clear priority focus of restoring natural hydrologic conditions benefiting the park ecosystem and any required land acquisition actions in the park addition must be reflective of this intent.

Modifications to the Central and Southern Florida Project to improve water deliveries into the park shall be based upon the findings of the experimental program authorized in section 1302 of the 1984 Supplemental Appropriations Act (97 Stat. 1292) and generally as set forth in a GDM to be prepared by the USACOE, Jacksonville District, entitled "Modified Water Deliveries to Everglades National Park."

The exact location of segments of the eastern boundary of the addition is subject to a determination of adverse effect upon the residential area within the East Everglades known as the eight and one-half square mile area caused by the restoration of natural hydrologic conditions. If the Secretary of the Army makes a determination that residents in the "eight and one-half square mile area" will be adversely affected, the Secretary of the Army is authorized and directed to construct a flood mitigation system for that portion of presently developed land within the area. One segment of this flood mitigation system may be a levee constructed to the west of the "eight and one-half square mile area" and will demarcate the park boundary. The footprint of this levee may require fee simple acquisition of several residences; however, because the USACOE is responsible for all aspects of water delivery and flood protection structures pursuant to P. L. 101-229, the acquisition of lands to effect those requirements will be the responsibility of the Secretary of the Army.

Land acquisition and hydrologic modifications are to be coordinated by the Secretary of the Interior and Secretary of the Army to permit both to proceed concurrently and to avoid unreasonable interferences with property interests in lands that will be acquired.

Role of State of Florida and/or Political Subdivisions

The northeastern boundary of the park addition is bounded by the L-31 North levee and canal managed by the SFWMD. No land protection activities or restoration of natural hydrologic conditions within the addition shall infringe upon the required maintenance of appropriate water levels below the maximum authorized operating level as of December 13, 1989. The committee report on P. L. 101-229 noted that the current maximum authorized operating level is 6.0 feet in Canal L-31 North.

Dade County is currently involved in a major planning effort centered on the development of a new well field known as the West Dade Well Field to be located just northeast of the area to be added to the park and will be used to supply part of Miami's water supply. Certain limitations are placed upon the operation of this well field to prevent and alleviate significant adverse impacts on the resources of the park.

In addition to providing not less than 20 percent of acquisition costs, the State of Florida will donate approximately 43,000 acres of land.

D. Resource Management and Visitor Use Objectives

Although a General Management Plan (GMP) for the addition has not been prepared, P. L. 101-229 is quite clear in its direction for resource management, stating that the area will be managed "...to maintain the natural abundance, diversity, and ecological integrity of native plants and animals, as well as the behavior of native animals, as a part of their ecosystem." The Act further states that administration of the area shall be in accordance with "...other provisions of law applicable to Everglades National Park...".

It is the intent of park management to focus strictly on the authorizing language for restoration of the functioning hydrological system and protection of the vast range of flora and fauna dependent on this ecosystem. Appropriate public access and interpretive opportunities will be provided. Details will be set forth in subsequent management and planning documents.

To further define resource management and visitor use objectives for the addition, a Management/Development Plan will be completed and added as an amendment to the park's General Management Plan (1979). A similar amendment will be prepared for the park's Statement for Management adapting current management objectives to fit specific conditions of the expansion lands.

III. Land Ownership and Uses

A. Description of Private and Other Non-Federal Ownership and Uses

The vast majority of the approximately 107,600 acres of non-Federal land within the addition is open wetlands. This includes lands owned by nearly 10,000 private individuals and a number of State and county agencies. Predominantly along the eastern and northern boundaries, some changes in land use have occurred. These include at least two mango groves, less than ten residences, a camp occupied by Native Americans, two AM radio antenna fields, a radio tower, a glider landing strip, and several commercial airboat establishments, gasoline stations, and souvenir shops. On lands addressed by the USACOE in the GDM, there were approximately fifteen to twenty residences prior to the relocation of the USACOE project to minimize impacts upon existing residences.

State and local agencies managing land in the addition include the Trustees of the Internal Improvement Fund, the South Florida Water Management District, and Dade County.

Metropolitan Dade Aviation Authority owns a small tract in the southeast corner of the addition adjacent to the Homestead county airport.

Subsurface oil, gas, and mineral rights may exist in the addition; however, none are being exercised at the present time.

P. L. 101-229 refers to approximately 43,000 acres of State and local public land and approximately 65,000 acres of private land. As the mapping of the addition progresses, these acreage figures will be verified and adjusted accordingly.

B. Compatible and Incompatible Uses of Private Ownership

Since the East Everglades addition represents an area to be protected and managed for enhancement and restoration of ecological values (including the restoration and management of endangered species habitat), the restoration of natural hydrologic conditions (which will extend the hydroperiod on lands) and the provision for appropriate public enjoyment, private uses of the addition that would perpetuate these values and are consistent with laws applicable to the National Park System, would be compatible with addition purposes. Activities that would disturb the ecology, interfere with the restored hydrologic system, or prevent public enjoyment of the addition would be incompatible. Residential, commercial or industrial construction or agricultural activities would not be compatible with the park and this addition thereto. Major additions to existing developments or agricultural activities, as well as the construction of utility lines and roads, also would not be compatible.

Hunting and off-road vehicle use (e.g. airboats, all-terrain vehicles and 4-wheel drive motor vehicles), except as authorized in the enabling legislation, also would not be compatible with the purposes of the addition. Basically, any activity that would alter the ecological values and integrity of the wildlife habitat, or the restored hydrology, would not be compatible.

Compatible private uses in the addition are those that would not alter the natural resources. These would include recreational fishing, hiking, and passive recreational activities, such as bird watching and nature photography.

Restoration and enhancement of the ecosystem and hydrologic conditions will not occur immediately. Based on past projects, sufficient funds for acquiring the land base to accomplish this goal will take a minimum of five years. Management of the resource on currently undisturbed areas will involve significant funding, both for the gathering of scientific data to prescribe the methods and to accomplish the task. Thus, for areas that are disturbed, current uses may continue that have been described as incompatible with the purposes of the addition until the lands are acquired or long-term restoration plans can be developed. In addition, the location of the site relative to the short-term or long-term goals for restoration of ecological and hydrological systems will be a determining factor. The expansion or enhancement of uses defined as incompatible normally will not be tolerated by the National Park Service; however, routine repairs and maintenance, such as replacing a roof on an existing incompatible structure would be tolerated. Additions to existing structures, such as a patio, porch, or an additional room, also would be a tolerable, short-term measure. The additional area should not exceed 25 per cent or 500 square feet of the floor area, whichever is smaller.

Due to the critical and sensitive nature of the Everglades ecosystem, the NPS must monitor existing uses in the addition to ensure that no detrimental activities occur.

The following are examples of appropriate activities on disturbed areas:

1) **Normal maintenance and upkeep of property**

2) **Minor modifications to existing structures and out-buildings**

3) **Repairs and reconstruction to comply with safety or sanitation codes**

4) **Shoring up structures threatened by settling of soil**

5) Repair or replacement of electric and telephone lines

Existing structures may be razed and replaced as long as the new structure is designed to serve the same purpose as its predecessor, occupies essentially the same site, and is built in compliance with State and county codes. Replacements which require or would incur additional environmental changes would not be appropriate, e.g. dredge activities, placing fill on unfilled/undisturbed portions of a tract, expansion of sewage or water systems, etc. Internal or external renovation or remodeling of an existing structure is acceptable provided the structure will continue to be used for the same purpose as before. Thus, a single-family residence could have an additional room added, or a screened porch, so long as the use continues to be for a family residence and not a multi-family unit.

The following are examples of inappropriate activities on disturbed areas and would be considered detrimental to the short-term purposes of the addition:

1) Subdivision of tract and sale of undeveloped portion(s)

2) Dredge and fill operations, road construction, lime rock mining, or introduction of pollutants into surface or subsurface waters other that those types and volumes of effluent and runoff normally associated with single family residences and small businesses

3) Alterations to existing structures as of June 1, 1991, or new construction having one or more of these characteristics:

   -- New separate residences or new residences physically linked to the existing structures (duplex construction)

   -- Replacement of a structure with one that is substantially different in location or purpose from its predecessor, especially involving additional fill on undisturbed portions of the tract

   -- Conversion of non-commercial property to commercial uses

4) Deterioration of structures that would be hazardous to health and safety

5) Agricultural operations in non-agricultural areas

6) Non-permitted wildland burning

Commercial activities are generally not compatible, except for those facilities and operations that are concessions under contract or permit pursuant to the Concessions Policy Act. Concerning the existing operations in a narrow area along U.S 41 (Tamiami Trail), as provided in P. L. 101-229 and in its legislative history, the Secretary may make a finding that commercial activities operated as park concessions are necessary for the accommodation of visitors and the protection of biological resources of the addition. These would be located along U.S. 41 (Tamiami Trail). Accordingly, all existing commercial properties will be acquired by the Federal government and be subject to the rules and regulations of the Secretary.

Several radio towers are located along U.S. 41 (Tamiami Trail) -- the northern boundary of the addition. The effects of these structures and associated facilities are unclear and their identification as compatible/incompatible will depend upon an assessment of these sites to determine their intrusion upon park resources, impact upon wetlands and the GDM

implementation which will increase hydroperiod in the Shark Slough, and consistency with the enhancement and restoration goals articulated by P.L. 101-229.

In the areas identified for public visitor use and for the administration and management of the addition, no private uses would be compatible.

C. Overview of Protection Program

No lands or interests in lands have been acquired within the boundaries of the addition.

D. Status of Protection Program

1.	Statutory land acquisition ceiling:	None
2.	Appropriations to date:	$7,500,000
3.	Expenditures to date:	None
4.	Condemnation actions:	None
5.	Acreage limitation:	None
6.	Acreage acquired:	None

E. Social/Cultural Characteristics

There are two distinct groups with established social or cultural patterns in the addition. The Everglades Boat Rides/Osceola Camp, located in the extreme northwest corner of the addition, is a Native American camp. The residents are not enrolled members of the Miccosukee Tribe. For many years, airboat users and hunters have gained access into the slough at a privately owned airboat camp, located along Tamiami Trail. P.L. 101-229 specifically excludes this ten-acre tract from the addition to accommodate the airboat users, but establishes strict permitting and use restrictions on airboat activities within the park.

IV. Protection Alternatives

A. Federal, State and Local Laws

1. Federal

a. NPS Organic Act (39 Stat. 535)

b. Historic Sites Act of 1935 (49 Stat. 666)

c. National Trust Act of 1949 (63 Stat. 927)

d. Reservoir Salvage Act of 1960 (74 Stat. 220)

e. Department of Transportation Act of 1966 (80 Stat. 931)

f. National Historic Preservation Act of 1966 (80 Stat. 915) and amendments

g. National Environmental Policy Act of 1969 (31 Stat. 852)

h. Executive Order 11593 (36 F.R. 8921)

i. Archeological and Historical Preservation Act of 1979 (88 Stat. 174)

j. Executive Order 11988 (Flood Plain Management)

k. Executive Order 11990 (Wetlands Management)

l. Endangered Species Act of 1973 (87 Stat.884)

m. Executive Order 11987 (Exotic Organisms, May 24, 1977)

n. Clean Water Act (Section 404 and all other applicable sections)

o. Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1984, as amended

p. The Resource Conservation and Recovery Act (RCRA) of 1976, as amended

q. Clean Air Act

r. The Federal Aviation Administration is responsible for air traffic control in the area.

2. State of Florida

The State of Florida Game and Freshwater Fish Commission exercises authority over fishing, hunting, and trapping regulations on private land and non-Federal public lands. The Department of Environmental Regulations (DER) issues and reviews State wetland permits in conjunction with the Department of Natural Resources (DNR). The Game and Freshwater Fish Commission, along with the Division of Forestry, jointly manage the 35,000 acre State tract which constitutes the southern portion of the addition. The Department of Forestry has had fire management responsibility for the east Everglades. As the land Protection Plan is implemented and lands acquired by the United States, management responsibility for fire throughout east Everglades will be transferred to the National Park Service.

Other State laws and regulations dealing directly with the protection of resources within the addition include the Governor's Executive Order on the Everglades, the Surface Water Improvement Management Act (SWIM), and the State Clean Water Act. The DER, on behalf of the Environmental Protection Agency, monitors air, groundwater, and surface water quality. The Florida Growth Management Act of 1985 establishes requirements for community planning by individual counties within the State.

Everglades National Park exercises concurrent jurisdiction over lands and waters within the park boundary. This jurisdiction was ceded by Act of the State of Florida legislature and approval by the Governor. Similar jurisdiction is necessary to effectively manage applicable laws and regulations in the east Everglades addition. Consistent with the State statute, concurrence by the Governor is necessary to grant this jurisdiction to the National Park Service.

3. Local

Metropolitan Dade County protects and manages wetland areas through its Class IV Permit regulatory program. Wetlands are defined, under Dade County code, by

vegetation and/or hydrologic characteristics. By definition, all undeveloped portions of the East Everglades are considered wetlands, and further identified as Management Area 2, Permanent Wetlands (flooded for at least nine months of a normal hydrologic year), and Management Area 3A, Seasonal Wetlands--Tree Island/West Prairie (land flooded three to nine months during an average year). Zoning has been in place for a number of years, but variances are continuously sought and frequently granted.

The Metro Dade County Department of Environmental Regulation Management enforces regulations of the State DER and county environmental protection ordinances.

The Metropolitan Dade County Sewer and Water Authority is responsible for the planning of the West Dade well field to be located near the addition's northeastern boundary. P. L. 101-229 requires that before approval is granted for construction, a multi-agency agreement be completed that will prescribe a set of pumping limitations. This is to assure that the operation of the well field will cause no significant adverse impacts on the resources of the park and will require revisions by the SFWMD to alleviate any adverse impacts.

Florida Power and Light Corporation supplies electricity to both private and public customers within the boundaries of the addition and owns a right-of-way for a new power line through the park addition.

B. Reasonable Alternative Methods of Protecting Land/Analysis/Evaluation

Acquisition and management of land may not be the only effective or desirable method of protection for the resources of the addition in all cases. In the discussion of protection alternatives that follow, specific protection methods are assessed as to their ability to achieve management objectives.

1. Protection Alternatives other than Acquisition

Technical Assistance and Education: Technical assistance involves providing information about land protection requirements and encouraging voluntary actions to reduce adverse impacts of development. In addition, the NPS maintains a cooperative relationship with the U.S. Fish and Wildlife Service which provides substantial consultation on habitat and wildlife management issues. By providing landowners of altered or disturbed areas with technical information about natural resources, soils, and appropriate farming practices, it may be possible for them to continue using those areas until such time as the National Park Service is in a position to acquire those areas and take appropriate steps to restore them to their natural conditions. Although such uses have been identified as incompatible with the long-term objectives of the addition, in the short-term they could continue, pending making progress on the land acquisition program. The NPS could target its technical assistance efforts at tracts based on their location in the addition. This alternative would have general application throughout the addition, but would have only very limited application in some key areas. Such approaches depend entirely upon the landowner's willingness to sell and cannot provide any permanent assurance that resources will be protected. Advantages of educational approaches include low cost, building of community support, and the potential for voluntary cooperation by landowners, pending acquisition.

Coordination with Other Agencies: Actions by Federal and local agencies to permit, license, or provide financial assistance may have significant impacts on addition resources. Under provisions of the National Environmental Policy Act, major Federal actions are subject to public review processes to assure adequate consideration of possible impacts on the environment. As a concerned property owner and neighbor, park management can ensure that other agencies are fully aware of any impacts proposed actions may have on addition resources. Participation in public hearings and review processes is one means of expressing concerns. Coordination also may be improved by memoranda of understanding or advance requests to agencies that the park be notified when certain actions are being considered. Park management's participation in project or permit review processes will seek to encourage compatible designs, locations, and operating requirements wherever possible and prevent or mitigate the effects from incompatible uses.

The NPS will continue to coordinate comments with the U. S. Fish and Wildlife Service on Federal actions in reference to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act, under provisions of the Fish and Wildlife Coordination Act, 48 Stat. 401, as amended; 16 U. S. C. 661 et seq.), and on projects concerning Federally-listed threatened and endangered species under the provisions of the Endangered Species Act of 1973, as amended. In spite of these laws and regulations, development is often mitigated and not prevented.

Agreements: Agreements between the National Park Service and owners of commercial operations could help ensure that, in the short run, changes in land use would not occur that would be detrimental to the legislated purposes of the addition.

2. Easements

Land ownership may be envisioned as a package of rights. Easements convey only some of those rights from one owner to another, while all of the other rights of ownership remain unchanged. Easements can be positive--conveying a right of access; or negative--limiting specific uses of the land. Due to the clear intent of Congress to restore and enhance the ecology and the hydrologic regime, which also entails the restoration of endangered species habitat, the use of easements is not appropriate for this project. Also, easements would not be useful on lands needed for public access or the development of visitor or administrative facilities. As indicated in the section dealing with compatible and incompatible uses of private land, the only private uses that could be retained in the addition would be those associated with passive recreation.

3. Fee Acquisition

When all of the rights in property are acquired, the fee interest is transferred from one party to another. Where permanent protection of addition resources and purposes are recommended, fee acquisition would be the preferred protection alternative. Disadvantages of Federal fee acquisition include high initial costs, perpetual maintenance and management requirements, and possible negative economic and other impacts on the local community.

In the long run, acquisition of fee would be the most reliable alternative for restoring and enhancing the ecology and the natural hydrological conditions and allowing for

the restoration of endangered species habitat. It would also be the most applicable with areas needed for the development of visitor use and administrative facilities.

A reserved use and occupancy of property acquired in fee is a means to permit the landowner to remain on the land (following its purchase at fair market value less the value of the reservation) for a specific period of time). This method of acquisition normally will not be acceptable in the East Everglades addition. Most often, the terms of the agreement extend from five to twenty years. Allowing continued incompatible use of the property for this time period would impede efforts to enhance and restore the ecosystem. It is, therefore, not a feasible alternative. Congress has directed that the acquisition for East Everglades be completed within 5 years. In those rare exceptions where a use and occupancy is deemed appropriate, it will be considered only for a period of time to not exceed that date which is five years from the date the Land Protection Plan is approved.

P. L. 91-646, as amended, provides for the uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal programs and provides for certain payments and benefits for those displaced.

Methods of Acquisition (applicable to fee and less-than-fee) include:

Donation: Landowners may be motivated to donate their property or interests in the land to achieve conservation objectives. Tax benefits of donation also may be an important incentive. Donations to the United States of fee ownership may be deductible from taxable income. Easement donations also may provide deductions from taxable income, but are subject to certain Internal Revenue Service (IRS) requirements to qualify as a charitable contribution. Individuals interested in making donations should consult their qualified tax advisors.

The NPS may be able to provide some general examples of tax advantages, but cannot provide tax advice or commitments of what deductions will be allowed by the IRS. Nonprofit foundations, out of concern for protecting addition and resource-related values, can also purchase the land for donation to the NPS.

Purchase: Acquisition by purchase requires funds to be appropriated by Congress or donated from private sources. Funding for purchases depends primarily on future appropriations. For Fiscal Year 1991, Congress appropriated $7,500,000 for acquisition in East Everglades.

Exchange: Land or interests in land may be acquired by exchange. Land to be exchanged must be of approximately equal value. Differences in value may be equalized by making cash payments, subject to the availability of funds. Any Federal land involved in a potential exchange would require an assessment for significant resources.

Condemnation: Through its power of eminent domain, the Federal government has the authority to acquire property through the Federal court system when that property is required to fulfill the purpose of national park areas. Where land or interests in land are to be purchased, every effort will be made to reach a price agreement with the owner; however, condemnation authority may be used to clear title, establish just compensation, or prevent imminent harm to resources when other methods are inadequate. This judicial process assures the landowner of just compensation when private land is acquired for NPS purposes. Condemnation actions may take one of the following two forms.

a. Complaint Process: Through this process, title does not transfer to the Federal government until the court action is complete and judgement is rendered.

b. Declaration of Taking: Through this process, the government obtains immediate title, control, and possession of the land. A declaration of taking vests title to property in the United States immediately upon filing in the court and the deposit of an estimate of just compensation. A portion of this deposit may be withdrawn by the owner as approved by the court.

4. No Action

This alternative would be acceptable in the short run when it is unlikely that the tract would undergo land use change and public access is not immediately needed. No action would not be acceptable when changes to the existing use would adversely affect the addition's resources and the purposes of the addition. It is not a long-term solution, as all lands within the addition are proposed for acquisition in order to achieve hydroperiod and ecological restoration goals.

V. Recommendations and Land Protection Priorities

To comply with the Congressional intent to assure the enhancement and restoration of the ecosystem through the restoration of natural hydrologic conditions, and to manage the area to maintain natural abundance, diversity, and ecological integrity of an entire ecosystem (not just a water flow through the Shark Valley Slough), it will be necessary to acquire all lands within the park addition in fee. Lands needed for public use and administrative purposes also will be acquired in fee. Until lands are acquired by the Federal government, the NPS will encourage private and non-Federal public (State and local agencies) landowners to engage in activities that will not be detrimental to the integrity of the resources.

The NPS will cooperate with Federal, State, and local agencies to ensure that actions taken outside the boundary will not have a detrimental effect on the addition's resources.

Protection by Area (in order of priority):

Priority I. Priority Resource Protection and Restoration Lands (PRPR)

Privately-owned lands that are needed for the restoration and enhancement of the ecosystem through the enhancement of the natural hydrologic conditions comprise approximately 65,000 acres. They are generally located in the northern two-thirds of the addition and along its eastern boundary. These lands fall into two broad categories: tracts whose resources are effectively undisturbed, and tracts containing residences and agricultural or commercial operations (disturbed tracts).

In most instances, the undisturbed lands will be placed in a higher priority than the disturbed properties. Factors affecting the priority of the undisturbed tracts include: endangered species habitat, wading bird nesting areas, essential hydrological characteristics, exotic species threats, ecosystem habitat needs, animal population dynamics, key habitat restorative requirements, and those tracts necessary for the implementation of the GDM.

Generally, disturbed areas will be acquired after undisturbed tracts. The uses of these tracts have been analyzed as being incompatible with the long-range purposes of the addition. Factors affecting the acquisition of these tracts include location within the addition (this ties into the experimental water delivery program), actions taken by the landowner that would further alter the resource and scientific data that will enhance management's ability to reclaim the area and restore it to its natural condition. Disturbed tracts that are important to the future operation and management of the addition, and/or implementation of the GDM will also be considered for early acquisition.

In anticipation of the land acquisition process and the need to establish an administrative/management presence in the addition, a disturbed site or sites will be selected for this purpose. Initially, a site may be chosen to serve temporary needs. A General Management Plan addendum will identify the criteria and location of permanent administration and protection facilities for the addition. In light of the Congressional intent to restore and enhance the ecological values of the area, it would be wise to select and acquire a disturbed area, either privately or publicly owned, for the headquarters and any other support structures.

Priority II. State and County Lands

P. L. 101-229 states that the State of Florida may not provide less than 20 percent of the acquisition costs of the project and will donate approximately 43,000 acres of land. Nearly 35,000 acres of this land lies within the East Everglades Wildlife and Environmental Area (EEWEA). This area is divided into two separate management units. The southern unit is presently closed to hunting, fishing, and trapping. The northern unit has been open to hunting during a regular hunting season. The remaining 8,000 acres (approximately) are under the ownership of the Trustees of the Internal Improvement Fund (TIIF). The donation of these lands is critical to the resource protection and restoration needs of the addition and may be donated concurrent with all land protection plan priorities. Hunting has occurred on portions of these lands and is not deemed to be compatible with the intent of P. L. 101-229 to restore wildlife habitats and wildlife populations. Further, State wildfire suppression methods on these lands are not compatible with these resource protection and restoration goals. Accordingly, the Federal government proposes to initiate dialogue with the State at the earliest opportunity to facilitate the donation of these lands in order to assure the expeditious protection and recovery of the natural resource.

Priority III. Lands in Commercial Use

This land protection priority is specifically responsive to P. L. 101-229, Section 103(d), Concession Contracts. The Secretary is authorized to negotiate and enter into concessions contracts with the owners of commercial airboat and tour facilities in existence on or before January 1, 1989. All of these operations lie along the U.S. 41 (Tamiami Trail). All of these private lands are proposed for acquisition. An assessment of public accommodation needs and park resource values will be completed in order to determine whether it is necessary and appropriate for any of these operations to receive a concession contracts. No decision has been made yet concerning to what extent concession operations for these airboat operations are considered necessary and appropriate. Also, the lands will have to be evaluated to assess what the impacts of implementing the GDM, and expanding the hydroperiod, will have upon these commercial operations. Until such time as sufficient lands are acquired upon which potential public use might be legally accommodated, no assessment of public use needs will be conducted; however, should any major expansion of present commercial uses be undertaken, an

assessment will be conducted to determine if the expansion will detrimentally affect the intent of P.L. 101-229. Should resource protection and restoration goals be compromised by commercial facility expansion, Federal acquisition may be accelerated.

Priority IV. Subsurface Mineral Rights

Third party subsurface rights are scattered throughout the addition. These constitute the last group of properties to be addressed in the land protection process. Owners of these third party rights are required to submit a Plan of Operations (as per 36 CFR 9B) in order to exploit mineral resources. Any effort to exercise these rights could be detrimental to the purposes of the addition and could cause the NPS to implement the acquisition process in a timely manner.

In addition to the four major categories of properties, several outstanding land protection issues remain that will be approached on a case-by-case basis.

1. The NPS will initiate appropriate actions with the owners of Gilbert's Marina to resolve this issue, consistent with Federal law. Gilbert constructed the marina on Federal land (later declared as Wilderness). The East Everglades legislation authorizes an exchange of lands -- those already impacted lands at Gilbert's for an equivalent value within the East Everglades addition. A successful resolution will result in the acquisition of property by Gilbert's within the boundary of the addition which will be exchanged for the land on which the marina is located. The deletion of Gilbert's Marina from the boundary of Everglades National Park would then be proposed. Further expansion of the improvements by Gilbert's into the park, which would expand their trespass against the United States and violate National Park and Wilderness statutes, will not be allowed. NPS policy clarifies that this use cannot be allowed to continue as a trespass on National Park property; however, if Gilbert's does not effect an exchange of interests, then these incompatible and unauthorized facilities and activities at Gilbert's will have to be removed from Federal lands within the park. The National Park Service will take all legal actions as necessary to have these lands removed from the park.

2. The NPS will initiate a dialogue with the owners of the AM radio station antenna fields located along U.S. 41 (Tamiami Trail) and the appropriate government agencies to assess the effects of those towers on the addition.

3. An assessment of the Everglades Boat Rides/Osceola Camp (commercial airboat facility) will be initiated to determine the effect of this operation on the restoration project. The assessment also will examine the issue of Native American rights and determine its implications. Because this may be the site of a traditional Miccosukee camp, an archeological and ethno-historical assessment may be required.

4. The NPS encourages the USACOE to proceed expeditiously in its efforts to prepare and complete the GDM and DDM. The results of these actions will assist the NPS in its land protection and land acquisition strategies. They will also guide the USACOE land acquisition efforts along the eastern boundary of the addition.

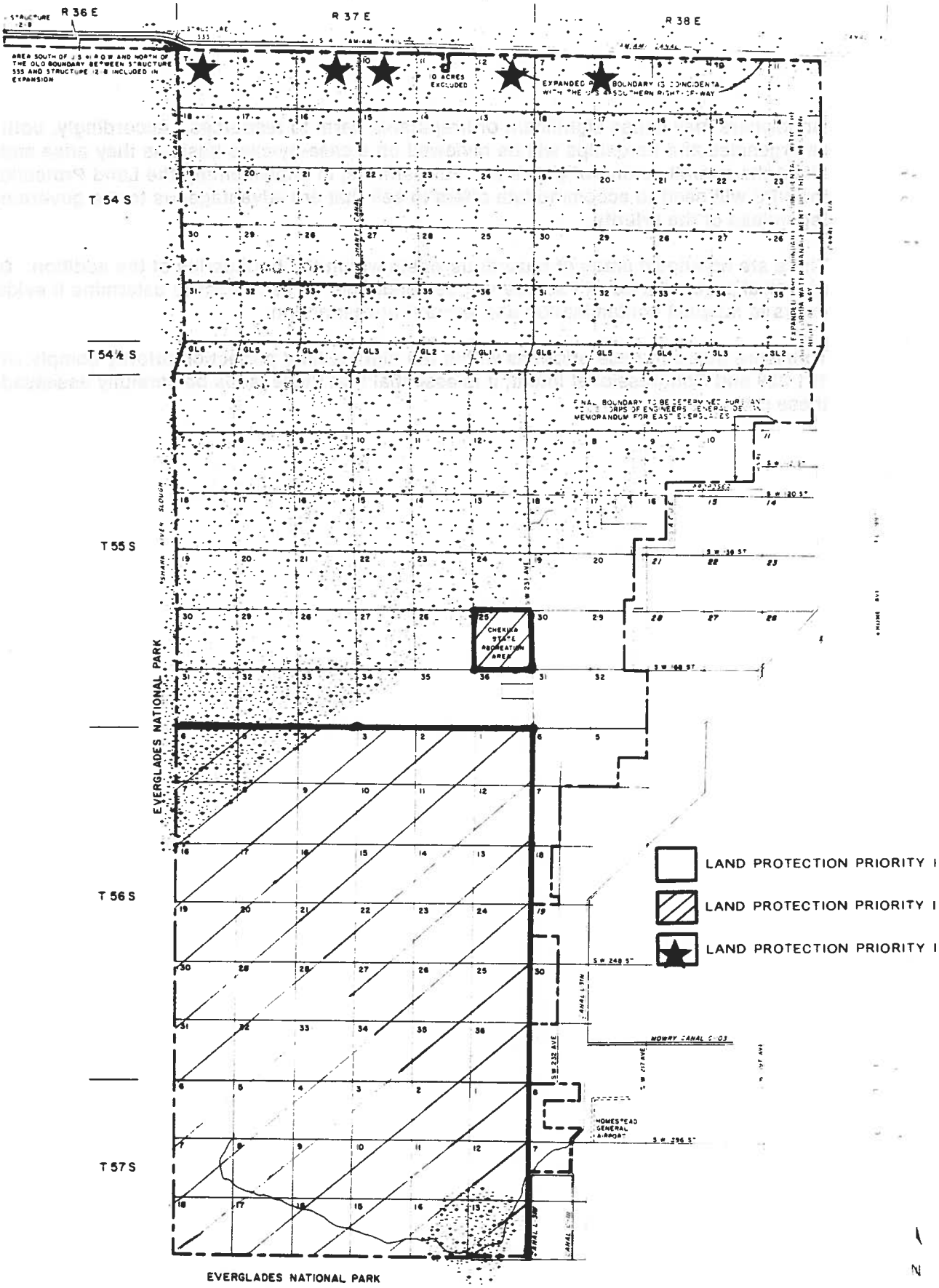
5. In its dialogue with the appropriate State and local agencies the NPS will resolve the property ownership, resource protection, and jurisdiction issues that resulted from the redefinition of the existing northern boundary as described in P. L. 101-229.

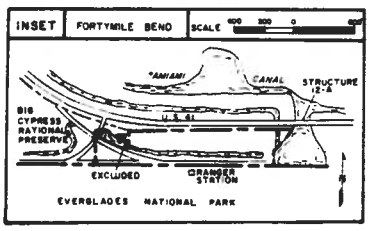
It is not possible to predict in advance when landowners may be subject to hardships that require them to dispose of land or improvements in land, or to know when actions by

landowners may cause significant or irreparable harm to resources. Accordingly, both emergencies and hardships will be reviewed on a case-by-case basis as they arise and will not affect the overall setting of priorities. Furthermore, in implementing the Land Protection Plan, the NPS will need to accommodate offers to sell that are advantageous to the government regardless of the priority.

There are no known areas of hazardous waste within the boundaries of the addition. During the appraisal process a Level I survey will be conducted on each tract to determine if evidence exists to suspect contamination and warrant further action.

To assure that purchase priorities within the highest land protection priority comply with P. L. 101-229 and Congressional intent, it is essential that these lands be carefully assessed with these criteria in mind.





BOUNDARY MAP

EVERGLADES NATIONAL PARK EXPANSION

DADE COUNTY, FLORIDA

EVERGLADES NATIONAL PARK

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

LEGEND

ACQUISITION AREA

8½ SQUARE MILE AREA

SCALE 4000 0 4000 8000 FEET

ENVIRONMENTAL ASSESSMENT

PURPOSES AND NEED FOR THE PLAN

In May 1994, the Department of the Interior published in the Federal Register a policy statement for use of the Federal portion of the Land and Water Conservation Fund which requires each agency responsible for land protection in Federally-administered areas to:

- identify what lands or interests in more need to be in Federal ownership to achieve management purposes consistent with public comments in the mail;

- to the maximum extent practical, use cost-effective alternatives to direct Federal purchase of private lands and, when acquisition is necessary, acquire or retain only it is minimum interest necessary to meet management objectives;

- Coordinate with landowners, other Federal agencies, State and local governments, and the private sector to manage land for public use or protection for resource conservation;

- Consolidate, or rather as necessary, plans for land acquisition and resource use or protection in ways that socio-cultural land uses are considered and that the most environmentally areas are adequately managed.

In response to this policy, the National Park Service (NPS) has prepared a Land Protection Plan for the East Everglades Addition of Everglades National Park. The purpose of this plan is to identify land protection alternatives to preserve the preservation and enhancement of the Everglades ecosystem in the addition and providing, the protection of natural hydrologic conditions, and to provide for appropriate administrative facilities and visitor use. The plan has been prepared in compliance with relevant legislation, other Congressional guidelines, executive orders, and departmental and NPS policies. The plan will be reviewed every two years and updated as appropriate to deal with issues not fully addressed and to reflect new information about the addition.

AFFECTED ENVIRONMENT

The East Everglades is generally defined as the 192,000 acre region lying between Everglades National Park and the urbanized parts of Dade County. The region is bounded by Tamiami Trail (U. S. 41) on the north, the L-31 levee and C-111 canal on the east, and Everglades National Park on the south and west. It lies just north of West Lake and the eastern portions of the original Everglades watershed in Dade County.

The East Everglades contains the headwaters of Northeast Shark River Slough and Taylor Slough which are the primary sources of water flow to the park. The sloughs provide important wildlife habitat and provide recreational opportunities for Dade and Monroe Counties. During the rainy season (May-October), water levels rise to the edges of the sloughs. During the drier winter months, water recedes toward the center of the sloughs, allowing the edges to gradually dry from seasonally saturated conditions. This is crucial to the survival of much of the region's wildlife.

ENVIRONMENTAL ASSESSMENT

PURPOSE AND NEED FOR THE PLAN

In May 1982, the Department of the Interior published in the Federal Register, a policy statement for use of the Federal portion of the Land and Water Conservation Fund which requires each agency responsible for land protection in Federally-administered areas to:

- Identify what lands or interests in land need to be in Federal ownership to achieve management purposes consistent with public objectives in the unit.
- To the maximum extent practical, use cost-effective alternatives to direct Federal purchase of private lands and, when acquisition is necessary, acquire or retain only the minimum interests necessary to meet management objectives.
- Cooperate with landowners, other Federal agencies, State and local governments, and the private sector to manage land for public use or protect it for resource conservation.
- Formulate, or revise as necessary, plans for land acquisition and resource use or protection to assure that socio-cultural impacts are considered and that the most outstanding areas are adequately managed.

In response to this policy, the National Park Service (NPS) has prepared a Land Protection Plan for the East Everglades Addition of Everglades National Park. The purpose of this plan is to identify land protection alternatives to assure the restoration and enhancement of the Everglades ecosystem in the addition and existing park, the restoration of natural hydrologic conditions, and to provide for appropriate administrative facilities and visitor use. The plan has been prepared in compliance with relevant legislation, other Congressional guidelines, executive orders, and Departmental and NPS policies. The plan will be reviewed every two years and updated as appropriate to deal with issues not fully addressed and to reflect new information about the addition.

AFFECTED ENVIRONMENT

The East Everglades is generally described as the 153,600 acre region lying between Everglades National Park and the urban/rural limits of Dade County. The region is bounded by Tamiami Trail (U. S. 41) on the north, the L-31 levee and C-111 canal on the east, and Everglades National Park on the south and west. It represents most of what remains of the eastern portions of the original Everglades marshland ecosystem in Dade County.

The East Everglades contains the headwaters of Northeast Shark River Slough and Taylor Slough which are the primary sources of water flow to the park. The sloughs provide important water storage and aquifer recharge functions for Dade and Monroe Counties. During the rainy season (April-October), water levels rise to the edges of the slough. During the drier winter months, water recedes toward the center of the slough, allowing the edges to gradually dry. This naturally occurring ebb and flow is crucial to the survival of much of the region's wildlife.

The portion of the Shark River Slough drainage basin in the East Everglades is composed of wetland communities typical of those parts of the southern Everglades which are inundated for 9-12 months each year. Vegetation consists of a mosaic of sawgrass marshland, lower-lying flats and sloughs, and tree islands and hardwood hammocks at higher elevations. The substrates in the heart of the slough are primarily peat soils covered by a dense layer of periphyton algae.

South of the Northeast Shark River Slough there are slightly higher elevated marl wetland prairies and rocky glade communities. Typical hydroperiods in these zones range from two to six months during average hydrological years. There are also ecologically diverse irregular mosaics of grass types interspersed by hundreds of small bayheads and tree islands which form the northern and central reaches of the Taylor Slough drainage basin.

The undeveloped portions of the East Everglades provide crucial habitat benefits to Everglades National Park, and many wildlife species rely on both areas for feeding, foraging, cover, and nesting. The East Everglades supports 359 recorded species of fish, reptiles, mammals, birds, and amphibians. Federally-listed endangered species within the East Everglades include Florida panther, Cape Sable sparrow, bald eagle, wood stork, and snail kite. Four Federally or State-listed threatened species are also present within the area.
The East Everglades contains the primary home range for at least two Florida panthers. Additional animals use the area on an occasional basis. These individuals comprise the park's only known panther population. Habitat loss is a primary element endangering the panther because it requires large, undisturbed areas for its range.

The East Everglades also contains critical habitat (designated in accordance with the Endangered Species Act) of the Cape Sable sparrow. The sparrow inhabits the freshwater sawgrass and muhly grass marshes. Maintenance of this habitat requires the proper hydrologic and fire regime.

PROPOSAL AND ALTERNATIVES

To comply with the Congressional intent to assure the enhancement and restoration of the wetland ecosystem through the restoration of natural hydrologic conditions, and to manage the area to maintain natural abundance, diversity, and ecological integrity of an entire ecosystem (not just a water flow through the Shark Valley Slough), it will be necessary to acquire all lands within the addition in fee. Lands needed for public use and administrative purposes also will be acquired in fee. Until lands are acquired by the Federal government, the NPS will encourage private and non-Federal public (State and local agencies) landowners to engage in activities that will not be detrimental to the integrity of the resources; however, these efforts would only be effective as short-term measures until efforts to restore the ecosystem begin and land acquisition proceeds.

The NPS will cooperate with Federal, State, and local agencies to ensure that actions taken outside the boundary will not have a detrimental effect on the addition's resources.

Easements would allow for some development that would have adverse impacts on water flows, the restoration of the wetland ecosystem, and endangered species.

By taking no action, efforts would not go forward to restore the natural ecosystem.

ENVIRONMENTAL CONSEQUENCES

1. Impacts on Land Use

In most cases, land uses on the disturbed tracts affected by this plan would change in the long term. Agricultural practices would cease, as would the occupancy of residential areas. These properties would revert to the natural ecology and natural hydrologic conditions of the Everglades. They would not be suitable for habitation, farming, or other commercial practices. In the short term these disturbed areas will continue to be occupied until measures are instituted to restore the ecology and/or the lands are acquired. In areas where visitor use and administrative activities are contemplated, neither residential use nor commercial activities would be appropriate. In the short run, commercial operations along U.S. 41 (Tamiami Trail) would continue to operate until such time as the NPS assesses the concession needs of the addition and initiates acquisition.

2. Impact on Unit's Resources

The alternatives considered are likely to have the following positive impacts on the unit's resources and the ability to restore the nature ecosystem. For a description of each alternative see Section IV.

	Fee	Easement	No Action	Coop w/ Others	T.A. Educ. Zoning
Private Undisturbed	High	None	None	Low	Low
Private Disturbed	High	Low	None	Low	Low
State and Local	High	None	Low	Low	Low
Commercial	High	Low	None	Low	Low

An addendum to the General Management Plan, development concept plans, and other site specific planning documents will address environmental concerns in detail.

APPENDIX C: LANDOWNER AGREEMENTS

AGREEMENT BETWEEN THE UNITED STATES ACTING THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS AND FLORIDA POWER & LIGHT COMPANY REGARDING FPL'S UTILITY CORRIDOR WITHIN THE EVERGLADES NATIONAL PARK EXPANSION AREA

This Agreement entered into this 20th day of August, 2008 ("***Agreement***") by the UNITED STATES, ACTING THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS ("***ACOE***") and Florida Power & Light Company (hereinafter "***FPL***"), a Florida corporation, for the purpose of facilitating the Modified Waters Delivery Project, the Comprehensive Everglades Restoration Program ("***CERP***") and other water delivery projects, including the related grant of easements to the United States Army Corps of Engineers for the Tamiami Trail bridge and channel, and grant of easements to FPL for the purpose of relocating a portion of FPL's existing utility corridor presently within the Everglades National Park ("***ENP***") Expansion Area as more particularly set forth herein. ACOE and FPL are sometimes individually referred to herein as a "***Party***", and collectively as the "***Parties***".

I. Recitals

1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. § 410r-5 *et seq.* expanded the boundaries of the ENP to include approximately 107,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the United States (i.e., National Park Service, the "***NPS***") to acquire lands within the designated area ("***ENP Expansion Area***"). The purposes of the expansion of ENP include the preservation of the outstanding natural features of the park, enhancement and restoration of the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades, and assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and as well as the ACOE are further authorized by 16 U.S.C. § 410r-8 to acquire lands in addition to the designated 107,600 acres for the purposes of the construction of Modified Water Deliveries to ENP.

1.2 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida.

1.3 FPL owns, and has owned since the 1960's and early 1970's, a 330' to 370' wide corridor of property through what has become the ENP Expansion Area, and in additional areas authorized for acquisition by the NPS and the ACOE (collectively, the "***FPL Property***"). The FPL Property is a corridor of approximately 7.4 miles in length approximating 320 acres.

1.4 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure

necessary for the transmission of high voltage electrical power for the benefit of the citizens of South Florida.

1.5 NPS asserts that utilization of the present FPL Property for an electrical transmission corridor which would bisect a portion of the ENP Expansion Area and may be contrary to the intended purposes of the ENP Expansion Area.

1.6 NPS, ACOE and South Florida Water Management District ("***SFWMD***") have identified property at the eastern and southern edges of the ENP Expansion Area, and on and adjacent to the SFWMD L-29/30 and L-31N canal rights-of-way (all as more particularly described in **Appendix 2-1** and **Appendix 2-1A** to this Agreement), for the relocation of FPL's lands, where use as a prospective utility corridor will have substantially less impact on the ENP, including the ENP Expansion Area, the Modified Waters Delivery Project and CERP (the "***Replacement Corridor***").

1.7 ACOE has, in order to facilitate the implementation of the Modified Water Delivers plan, CERP and to assist the ENP, agreed to provide certain easements to FPL as more particularly shown in **Appendix 2-1** to this Agreement, free and clear of all liens, restrictions and encumbrances other than those accepted by FPL in writing, in exchange for FPL's grant of certain road/bridge, channel, flowage and construction easements to ACOE over a portion of FPL's fee-owned land along Tamiami Trail.

1.8 ACOE has also, in order to facilitate the implementation of the Modified Water Deliveries plan, CERP and to assist the ENP, agreed to issue a Consent to Easement over the lands more particularly described on the attached Appendix 7 and lying within the proposed Replacement Corridor, allowing for the right to construct improvements, including but not limited to construction, placement, operation, and maintenance of utility facilities, including transmission lines and appurtenant facilities, pipelines and communication facilities.

1.9 Following FPL's receipt of: i) the FPL/NPS Contingent Agreement (more specifically that certain Contingent Agreement for an Exchange of Lands between the United States of America acting through the National Park Service and Florida Power & Light Company for the Exchange and Relocation of Florida Power & Light Company's Lands and Interests in Lands Located in or adjacent to the Everglades National Park Expansion Area dated July 24, 2008 (the "***FPL/NPS Contingent Agreement***")), relating to the replacement of the FPL Property with the Replacement Corridor, executed by the United States acting through the National Park Service; ii) complimentary Bilateral Agreement executed by SFWMD; iii) complimentary Bilateral Agreement executed by TIITF/DEP and evidence of formal approval of such agreement by TIITF's Board; and iv) this Agreement executed by the ACOE (collectively, the "***Prerequisites***"), FPL will deliver to the ACOE an executed perpetual road/bridge, channel

easement, a five year (5) flowage easement and an executed temporary construction easement over the FPL Property in the vicinity of the Tamiami Trail. The easements from FPL to ACOE will be in the form of the attached **Appendix 1A** and **Appendix 2A**.

1.10 The Parties agree to execute and exchange the instruments effectuating the land exchanges contemplated in this Agreement and more particularly identified in Paragraph 1.11 of this Agreement, in substantially the form attached hereto as **Appendices 1A through and including 7A** of this Agreement (the "***Instruments***"), according to the schedule set forth in Paragraph 1.11 of this Agreement. Unless this Agreement terminates pursuant to its terms, FPL and ACOE agree not to alienate, encumber, significantly alter the physical condition of, or otherwise effect a material change in, the management of any of their respective lands or interest in lands proposed to be exchanged or conveyed by this Agreement until FPL and ACOE complete the exchange of land interests under this Agreement.

1.11 ACOE and FPL shall (unless such time is extended, in writing, by mutual agreement of the Parties), and subject to the terms and conditions of this Agreement, execute and exchange the Instruments effectuating the exchange of the following property interests as more particularly described in Appendices 1 through 7A inclusive of this Agreement, which Appendices are incorporated herein by reference and made a part hereof, according to the following schedule:

a. That, within five (5) business days of FPL's receipt of the Prerequisites, **FPL** shall grant ACOE a perpetual, fifty feet (50') wide easement for the construction, operation and maintenance of a road/ bridge, channel and a five (5) year flowage easement, over the lands more particularly described in **Appendix 1** to this Agreement (the "***Road/ Bridge, Channel and Flowage Easements***"). The Road/ Bridge, Channel and Flowage Easements shall be in substantially the form of the attached **Appendix 1A.**

b. That, within five (5) business days of FPL's receipt of the Prerequisites, FPL shall grant to the ACOE a temporary, fifty feet (50') wide Construction Easement over the lands more particularly described in **Appendix 2** to this Agreement (the "***Temporary Construction Easement***"). The Construction Easement shall be in substantially the form of the attached **Appendix 2A**.

c. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, the ACOE shall grant to FPL a perpetual utility easement, being a minimum three hundred thirty feet (330') in width, but no greater than five

hundred eighty-four feet (584') in width (in the area of corners and turns), for the construction, placement, operation, and maintenance of utility facilities, including transmission lines and appurtenant facilities, pipelines and communication facilities, including in the vicinity of SW 120th Street or SW 112th Street, Miami, Florida, depending upon the FPL route selected, all as shown in **Appendix 2-1**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors and assigns over these lands, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted thereunder, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL, including but not limited to restrictions on use (the "***Utility Easement***"). The Utility Easement shall be over the lands more particularly identified in **Appendix 3** to this Agreement and as shown on **Appendix 2-1**, and shall be in substantially the form of the attached **Appendix 3A**. FPL agrees that upon: i) conveyance of the lands underlying these easements from the United States through the ACOE to SFWMD and the recording of ACOE's deed to SFWMD for such lands; and ii) the recording of SFWMD's grant of a perpetual easement(s) to FPL for the purposes described in this paragraph (collectively the "***Release Prerequisites***"), FPL shall, within thirty (30) days of satisfaction of the Release Prerequisites, execute and record a release of the ACOE Utility Easement granted herein. The release of easement shall be in substantially the form of the attached **Appendix 5.**

d. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, the ACOE shall grant FPL a perpetual, Non-Native Vegetation and Fire Management Easement, ninety feet (90') in width, over the lands more particularly described on the attached **Appendix 4** as shown on **Appendix 2-1** (the "***Non-Native Vegetation and Fire Management Easement***:"). The Non-Native Vegetation Management and Fire Maintenance Easement shall be in substantially the form of the attached **Appendix 4A**. FPL agrees that upon: i) conveyance of the lands underlying the Non-Native Vegetation and Fire Management Easement Area from the United States through the ACOE to SFWMD and the recording of ACOE's deed to SFWMD for such lands; and ii) the recording of SFWMD's grant of a perpetual easement(s) to FPL for the purposes described in this paragraph (collectively the "***VM Release Prerequisites***"), FPL shall, within thirty (30) days of

satisfaction of the VM Release Prerequisites, execute and record a release of the ACOE Non-Native Vegetation and Fire Management Easement granted herein. The release of easement shall be in substantially the form of the attached **Appendix 5** .

e. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, ACOE shall grant FPL a perpetual easement for access to and from FPL's facilities, that are located within the FPL Replacement Corridor, on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and with materials, as shown in **Appendix 2-1** (the "***Access Easement***"). The Access Easement shall be over the lands described in **Appendix 6.** Access Easement shall be in substantially the form of the attached **Appendix 6A.**

f. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, the ACOE shall provide FPL with a Consent to Easement approving the construction of the FPL Replacement Corridor over certain lands encumbered by ACOE flowage easements which restrict the initiation of construction without prior approval from the ACOE. The Replacement Corridor lands affected by ACOE flowage easements are more particularly described on the attached **Appendix 7** which is made a part hereof. The Consent to Easement shall be in substantially the form of the attached **Appendix 7A** which is made a part hereof. ACOE agrees to use best efforts to cooperate and share information in the possession of ACOE with FPL as necessary to facilitate the creation of **Appendix 7** in a timely and cost effective manner.

1.12 The Parties recognize and intend that in addition to this Agreement, separate but complementary agreements may be negotiated and executed involving the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida ("***TIITF***"), a state agency, the SFWMD, a public corporation of the State of Florida and the NPS; with the agreement between FPL and NPS being the "***FPL/NPS Contingent Agreement***".

1.13 The use of the terms "corridor", "utility corridor" and "replacement corridor" in this Agreement is not an admission or acknowledgment by the U.S. Army Corps of Engineers, that the use of the FPL Property as a utility corridor is permissible or suitable as FPL has not begun the permitting process.

2.1 Upon execution of this Agreement, the Parties agree to pursue the exchange of lands and interests in lands as described in this Agreement.

2.2 FPL and ACOE agree to support the terms of this Agreement. The Parties mutually agree that they will not seek to alter or have altered the terms of this Agreement, or pursue legislation that would have the effect of altering this Agreement, without first trying in good faith and with due diligence to obtain the concurrence of the other Party to this Agreement in any such alteration, and will keep the other Party to this Agreement fully and timely informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.

2.3 Notwithstanding any other provision of this Agreement, in the event that Congress does not enact legislation authorizing, ratifying or confirming the **FPL/NPS Contingent Agreement**, this Agreement (unless extended by the mutual consent of the Parties) shall be deemed null and void, and neither Party shall have any further obligations to the other under this Agreement. Further, notwithstanding any other provision of this Agreement, if the Congress enacts authorizing, ratifying or confirming legislation which amends or alters any of the terms of the FPL/NPS Contingent Agreement in the absence of specific written concurrence of FPL to such amendment or alteration, FPL shall have the right, within ninety (90) days of the enactment of such legislation, to terminate this Agreement without any further obligation hereunder by written notice delivered to ACOE, and neither Party shall have any further obligations to the other under this Agreement. This Paragraph does not affect recorded easements.

2.4 The obligations and rights of the Parties under this Agreement shall be effective and binding upon the Parties upon execution of this Agreement.

2.5 ACOE hereby finds that the exchange of lands and interests in lands as contemplated herein will enhance the conservation of the outstanding natural values of the area and further the purposes of ENP and ACOE, and that removing the prospective utility corridor from ENP will further enhance the purposes of ENP and ENP's restoration and enable implementation of the Modified Waters Deliveries Plan in a timely manner. Furthermore, relocation of the utility corridor and subsequent construction of transmission facilities outside of ENP will not impair or have unacceptable effects on ACOE resources and values.

2.6 Based on review of the values of the lands and interests in lands being exchanged pursuant to this Agreement and in conjunction with the agreements identified in this Agreement relating to the complimentary federal land exchanges, ACOE finds that the consideration being exchanged by the Parties is comparable in value.

2.7 Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party to this Agreement. In the event of a breach of this Agreement in which any Party fails to convey lands in accordance with the terms and conditions set forth in this Agreement, the Parties agree that the appropriate remedy in any judicial proceeding shall be as legally available.

2.8 All Appendices to this Agreement are incorporated herein by reference and made a part hereof.

2.9 Any failure by any Party to this Agreement to object to or to seek a remedy of any violation by another Party of any provision of this Agreement shall not be deemed a waiver of or estop any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision of this Agreement.

2.10 For the purposes of expediting execution of this Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement.

2.11 The Parties agree that this Agreement may be amended by mutual consent of all the parties hereto.

2.12 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority: 1) such portion or provision shall be deemed separate and independent, 2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each party that were affected by such ruling, and 3) the remainder of this Agreement shall remain in full force and effect.

2.13 The Parties agree that clerical and typographical errors contained herein may be corrected upon notice to the other Party. Unless an error is deemed substantive or a proposed correction is otherwise objected to by any Party within sixty (60) days by written notice, correction may be made without formal ratification by Parties.

2.14 Each Party represents and warrants that the execution of this Agreement has been duly authorized by it and that this Agreement, upon execution by the other Party is binding upon and enforceable against such Party in accordance with the terms of this Agreement. It is further represented and warranted that the persons executing the Agreement and the Appendices thereto have the necessary authority to enter into and the requisite delegated authority to execute this Agreement and the Appendices. No consent to such execution is required from any person, judicial or administrative body, governmental authority or any other persons other than any such consent which already has been unconditionally given. Each Party hereto represents and warrants that there is no pending

litigation or to the best of their knowledge threatened litigation that would affect its obligations to perform hereunder.

[Signature pages follow]

AGREEMENT BETWEEN THE UNITED STATES ACTING THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S RIGHT OF WAY LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA

[Signature page]

Date: 8-20-08

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____
Eric E. Silagy,
Vice President and Chief Development Officer

AGREEMENT BETWEEN THE UNITED STATES ACTING THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S RIGHT OF WAY LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA

[Signature page]

Date: 8/20/08

UNITED STATES OF AMERICA

By: Sharon W. Conklin

Sharon W. Conklin
Chief, Real Estate Division
U.S. Army Engineer District

Appendix 1

Legal Description of Road/Bridge, Channel and Flowage Easements

The **North 50 feet of the West 370 Feet of Section 10, Township 54 South, Range 38 East, Tallahassee Meridian, Miami-Dade County, Florida,**

Appendix 1A
Road/Bridge, Channel and Flowage Easements

Prepared by and Return to Following Recording:
Patricia Lakhia, Esq (Law/JB)
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 334080420

Tract No.: 113-3 (Portion of)

Modified Water Deliveries to Everglades National Park Project Miami-Dade County, Florida

Folio No. 30-4810-000-0020 (Portion of)

ROAD/BRIDGE, CHANNEL AND FLOWAGE EASEMENTS

FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION (***"Grantor"***) with an address of 700 Universe Boulevard, Juno Beach, FL 33408, in consideration of the payment of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and give to **THE UNITED STATES OF AMERICA, by and through the United States Army Corps of Engineers** (***"Grantee"***), and its successors and assigns, an easement forever for the construction, operation and maintenance of a road/ bridge and channel, and appurtenances thereto, on, over and across the following described land: **The North 50 feet of the West 370 Feet of Section 10, Township 54 South, Range 38 East, Tallahassee Meridian, Miami-Dade County, Florida, containing 0.425 acres, more or less [referred to in government records as a portion of United States Army Corps of Engineers Tract No. 113-3]** (the "***Easement Area***"), which grant includes the following rights and is subject to the limitations set forth below, and expressly reserving to the Grantor, its successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use or purposes for which of the easement is granted.

The Grantor hereby gives and grants the following easements to the Grantee:

A.) Perpetual Road/Bridge Easement – a perpetual and assignable easement and right-of-way in, on, over and across the Easement Area , for the location, construction, operation, maintenance, alteration, replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, and reserving, to the Grantor, its successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use or purposes for which the easement is granted.

B.) Flowage Easement –

Grantor does hereby grant and give to Grantee the right, power, privilege and easement to overflow, flood and submerge the Easement Area for a period of five (5) years from the date of this easement (the "***Flowage Easement***") in connection with the operation and maintenance of the federal project as authorized; provided that no structures for human habitation shall be constructed or maintained on the land below 9.50 feet NGVD 29; reserving, however, to the Grantor, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired. Upon passage of legislation authorizing a land exchange between the Grantor and the United States affecting lands in or adjacent to the Everglades National Park Expansion Area and delivery of a deed by the United States to Grantor in connection with such land exchange as contemplated by the FPL/NPS Contingent Agreement (as hereafter defined), then Grantor shall immediately (within thirty (30) days) convey to Grantee a perpetual flowage easement over the Easement Area.

The Parties acknowledge and agree that, if, within five (5) years from the date of Grantor's execution of this easement: i) Grantor has not received delivery of, accepted and recorded a deed from the United States of America acting through the National Park Service ("***NPS***") for certain fee simple lands more particularly described in Paragraph 1.8 (c) of that certain FPL/NPS Contingent Agreement (as defined below) for an Exchange of Lands between the United States of America and Florida Power & Light Company for Exchange and Relocation of Florida Power & Light Company's Lands and Interests in Lands Located in or adjacent to the Everglades National Park Expansion Area dated July 24, 2008 (the "***FPL/NPS Contingent Agreement***"), and ii) relocation of the Everglades National Park Expansion Area boundary has not been relocated to the western edge of the lands conveyed to FPL by the United States as provided in Paragraph 2.8 of the FPL/NPS Contingent Agreement , then the Flowage Easement hereby granted shall terminate immediately and Grantee shall have no further rights under the Flowage Easement to flow or flood the Easement Area.

Grantor and Grantee agree that the rights herein granted exclude the right to flood or flow Grantor's adjacent property, and/or Grantor's improvements including but not limited to foundations, poles, wires, structures and other improvements (collectively, the "***FPL facilities***") constructed on Grantor's adjacent property or lands in which Grantor has an interest, now or hereafter constructed in the vicinity of the Easement Area, which FPL facilities will be designed and constructed to accommodate a maximum water elevation of 10.5 feet NGVD 1929 elevation. Grantor and Grantee agree that nothing herein shall be construed in any way as a consent by Grantor to such flooding or flowing of Grantor's adjacent lands and/or FPL facilities.

C.) Perpetual Channel Easement - A perpetual and assignable right and easement to construct, operate and maintain channel works on, over and across the Easement Area (Road Portion) including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate, dredge, cut away, and remove any and all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work and reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby granted.

In conducting its activities upon the Easement Area, Grantee shall abide by all applicable federal, state and local rules, regulations, ordinances and laws. Any dredged or spoil material placed on the Easement Area shall be material that is not a regulated substance

under all applicable federal, state or local environmental laws or if the material placed contains regulated substances, such substances will not be above actionable levels.

The grant of these easement interests in the Easement Area are in connection with the construction, operation and maintenance of the project authorized by the Act of Congress approved December 13, 1989 as the Everglades National Park Protection And Expansion Act of 1989, Public Law 101-229 and by Act of Congress approved February 20, 2003 as the Consolidated Appropriations Resolution FY 2003, Public Law 108-7, with their subsequent amendments.

The Acquiring Agency is the United States Army Corps of Engineers.

Grantee assumes all risks for its own actions on the Easement Area. Grantee agrees to use best efforts to include a provision in its contracts with its contractors and subcontractors working within the Easement Area providing that such contractors and subcontractors shall assume the risk of their respective operations upon the Easement Area. Grantee shall also use best efforts to ensure that its contracts with such contractors and subcontractors working within the Easement Area shall provide for general liability insurance coverage in the amounts set forth below, naming Grantor, its parent, affiliates, subsidiaries and their respective officers, directors, agents, employees, successors and assigns (collectively the "***FPL Entities***") as an additional insured. Grantee shall direct all such Grantee contractors and sub-contractors who will perform work upon or otherwise access the Easement Area to secure and maintain in force, from financially sound and reputable companies authorized to conduct business in the State of Florida policies of insurance with the following minimum limits: Worker's Compensation and Employer's Liability as required by law; General Liability Insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence; Business Automobile Liability insurance covering owned, non-owned, leased and hired automobiles and vehicles in the amount of One Million Dollars ($1,000,000.00) combined single policy limit for bodily injury and property damage for each accident. All such policies of insurance (except for Worker's Compensation and Employer's Liability and Business Automobile Liability Insurance) shall name the FPL Entities as additional insureds under the policy. All Grantee contractors and subcontractors using, working upon or otherwise accessing the Easement Area shall provide Grantor with ACORD certificates evidencing such insurance and identifying the FPL Entities as additional insured before accessing the Easement Area for any reason. All such policies of insurance shall be endorsed to be primary to any insurance that may be maintained by or on behalf of Grantor.

Remainder of page intentionally blank. Signature pages follow.

ROAD/ BRIDGE, CHANNEL AND FLOWAGE EASEMENTS
[Signature page]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the 22nd day of August, 2008.

Signed, sealed and delivered
in the presence of:

Signature
Print Name: Brandy Sisella

Signature
Print Name: Robert Simm

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____
Dina Guenther
Its: Director of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this the 22nd day of August, 2008 before me, the undersigned notary public, personally appeared Dina Guenther, Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Florida
Name (Print): DEBORAH C. PATTERSON
Commission No.: DD681221
My Commission Expires: June 3, 2011

DEBORAH C. PATTERSON
MY COMMISSION # DD681221
EXPIRES: June 03, 2011
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

ROAD/BRIDGE, CHANNEL AND FLOWAGE EASEMENTS
[Signature page]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the 5th day of September, 2008.

Signed, sealed and delivered
in the presence of:

Bertha A. Miller
Signature
Print Name: Bertha A. Miller

Rebecca A. Bearce
Signature
Print Name: Rebecca A. Bearce

UNITED STATES OF AMERICA

By: Sharon W. Conklin
Sharon W. Conklin
Chief, Real Estate Division
U.S. Army Engineer District

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this the 5th day of September, 2008 before me, the undersigned notary public, personally appeared Sharon W. Conklin, Chief, Real Estate Division of the United States Army Corps of Engineers, personally known to me to be the person who subscribed to the foregoing instrument or who have produced as identification, and acknowledged that she executed the same on behalf of THE UNITED STATES OF AMERICA and acknowledged that she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lynn Hichborn Zediak
Notary Public, State of Florida
Name (Print): LYNN HICHBORN ZEDIAK
Commission No.: DD794586
My Commission Expires: 6/23/2012

LYNN HICHBORN ZEDIAK
MY COMMISSION # DD794586
EXPIRES June 23, 2012
(407) 398-0153 FloridaNotaryService.com

Appendix 2

Legal Description of Temporary Construction Easement from FPL to United States

The South 50 feet of the North 100 feet of the West 370 feet of Section 10, Township 54 South, Range 38 East, Tallahassee Meridian, Miami-Dade County, Florida containing 0.425 acres, more or less.

Appendix 2A
Temporary Construction Easement from FPL to the United States

PREPARED BY AND RETURN TO:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Blvd. (LAW/JB)
Juno Beach, FL 33408-0420

(This space reserved for recording information)

Tract No.: 113-3 (Portion of)

Modified Water Deliveries to Everglades National Park Project Miami-Dade County, Florida

Folio No. 30-4810-000-0020 (Portion of)

TEMPORARY CONSTRUCTION EASEMENT

FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION ("***Grantor***") with an address of 700 Universe Boulevard, Juno Beach, FL 33408, hereby grants to **THE UNITED STATES OF AMERICA, and it assigns, by and through the Department of Army, U.S. Army Corps of Engineers**, Jacksonville District, P.O. Box 4970, Jacksonville, FL 32232-0019 (the "***Grantee***"), a temporary, non-exclusive easement over the **South 50 feet of the North 100 feet of the West 370 feet of Section 10, Township 54 South, Range 38 East, Tallahassee Meridian, Miami-Dade County, Florida containing** 0.425 acres, more or less (the "***Temporary Easement Area***"), for a temporary easement and right-of-way in, on, over and across the land described above, for a period not to exceed **FIVE (5) YEARS**, beginning upon the date of Grantor's execution of this easement, and including the right to borrow and/or temporarily deposit fill, spoil and waste material thereon move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work reasonably necessary and incident to the construction of the Modified Water Deliveries to Everglades National Park Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Temporary Easement Area; reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby granted; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Such easement is to be used in connection with the construction of a bridge and certain channel works on adjacent lands.

In exercising the rights herein granted upon the Temporary Easement Area, Grantee shall abide by all applicable federal, state and local rules, regulations, ordinances and laws. Any dredged or spoil material placed on the above described lands shall be material that is not a regulated substance under federal environmental laws or if the material placed contains regulated substances, such substances will not be above actionable levels. The grant of these easement interests in the Easement Area are in connection with the

construction, operation and maintenance of the project authorized by the Act of Congress approved December 13, 1989 as the Everglades National Park Protection And Expansion Act of 1989, Public Law 101-229 and by Act of Congress approved February 20, 2003 as the Consolidated Appropriations Resolution FY 2003, Public Law 108-7, with their subsequent amendments.

Grantee's rights to use the Temporary Easement Area, and this Temporary Construction Easement grant, shall commence on August __, 2008 and shall terminate at midnight on August __, 2013 unless extended, in writing, by Grantor and Grantee. Prior to the termination of this Temporary Construction Easement grant, Grantee shall restore the Temporary Easement Area to the condition existing on August __, 2008.

Grantee shall direct all Grantee's contractors and sub-contractors who will perform work upon or otherwise access the Temporary Easement Area to secure and maintain in force, from financially sound and reputable companies authorized to conduct business in the State of Florida policies of insurance with the following minimum limits: Worker's Compensation and Employer's Liability as required by law; General Liability Insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence; Business Automobile Liability insurance covering owned, non-owned, leased and hired automobiles and vehicles in the amount of One Million Dollars ($1,000,000.00) combined single policy limit for bodily injury and property damage for each accident. All such policies of insurance (except for Worker's Compensation and Employer's Liability and Business Automobile Liability Insurance) shall name Grantor, its parent, affiliates, subsidiaries and their respective officers, directors, agents, employees, successors and assigns (collectively the "***FPL Entities***") as additional insureds under the policy. All Grantee contractors and subcontractors using, working upon or otherwise accessing the Temporary Easement Area shall provide Grantor with ACORD certificates evidencing such insurance and identifying the FPL Entities as additional insured before accessing the Temporary Easement Area for any reason. All such policies of insurance shall be endorsed to be primary to any insurance that may be maintained by or on behalf of Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____

_____
Print Name:_____

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By:_____
Printed Name: Dina Guenther
Title: Director of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this _____ day of _____, 2008 by Dina Guenther, Director of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY a Florida corporation, who is personally known to me and who did take an oath and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

TEMPORARY CONSTRUCTION EASEMENT
[Signature Page]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the _____ day of _____, 2008.

Signed, sealed and delivered

in the presence of:

_____
Signature
Print Name: _____

_____
Signature
Print Name: _____

THE UNITED STATES OF AMERICA

By: _____
Sharon W. Conklin
Chief, Real Estate Division

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this the _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Sharon W. Conklin, Chief, Real Estate Division of the United States Army Corps of Engineers, personally known to me to be the person who subscribed to the foregoing instrument or who have produced as identification, and acknowledged that she executed the same on behalf of THE UNITED STATES OF AMERICA and acknowledged that she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

Appendix 2-1

Plan of Easements

Proposed Relocation of FPL Utility Corridor on Lands proposed to be conveyed in Fee Simple from the US (ENP/National Park Service) and Easements from the SFWMD, ACOE and TIITF

See attached:

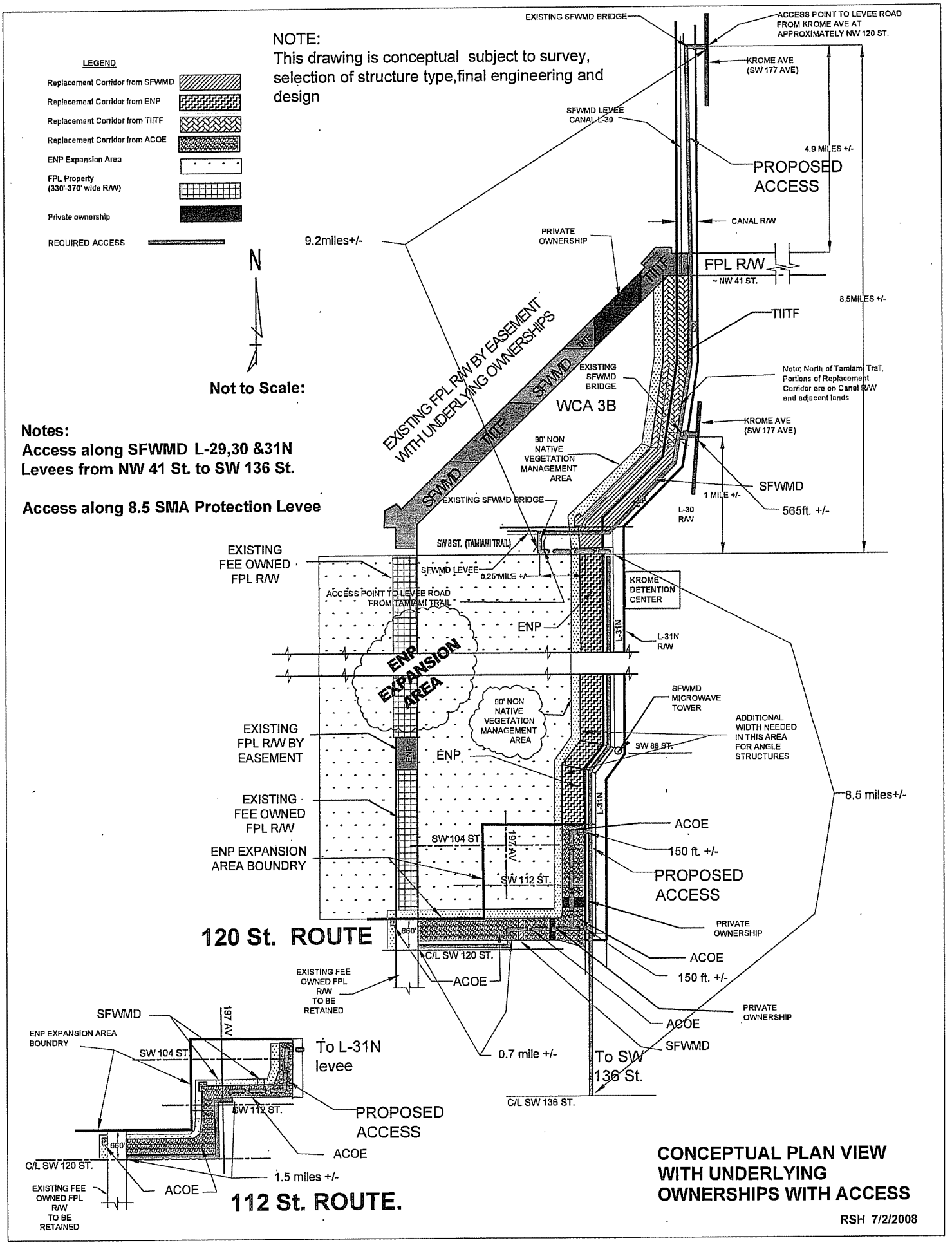
1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A);

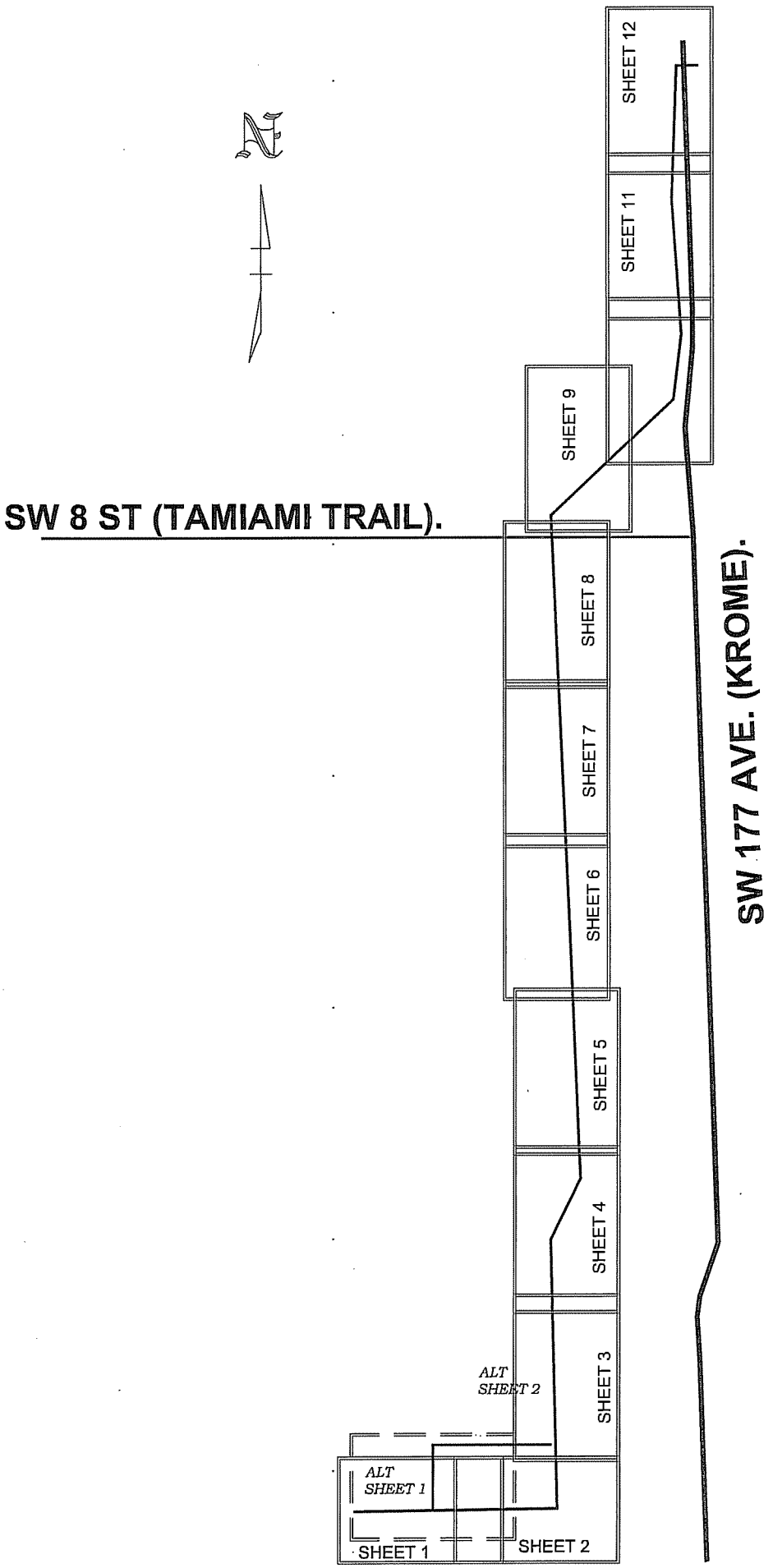
2) Key Map for Route Alignments, 1 sheet dated July 2, 2008 (Appendix 2-B);

3) Turkey Point Levee 500 kV lines, 120th St. Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008 (Appendix 2-C); and

4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2, dated July 2, 2008 (Appendix 2-D);

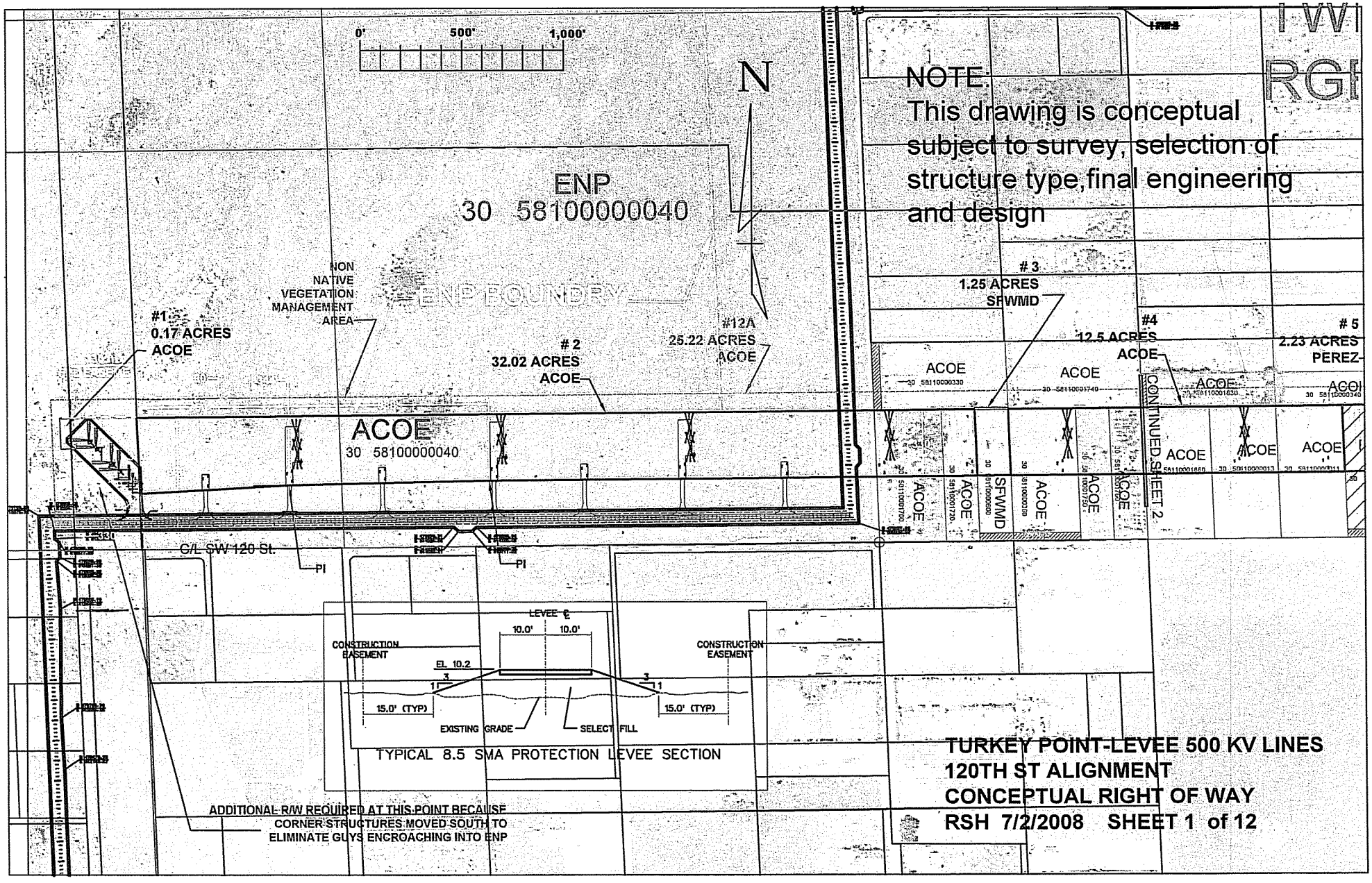
5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)

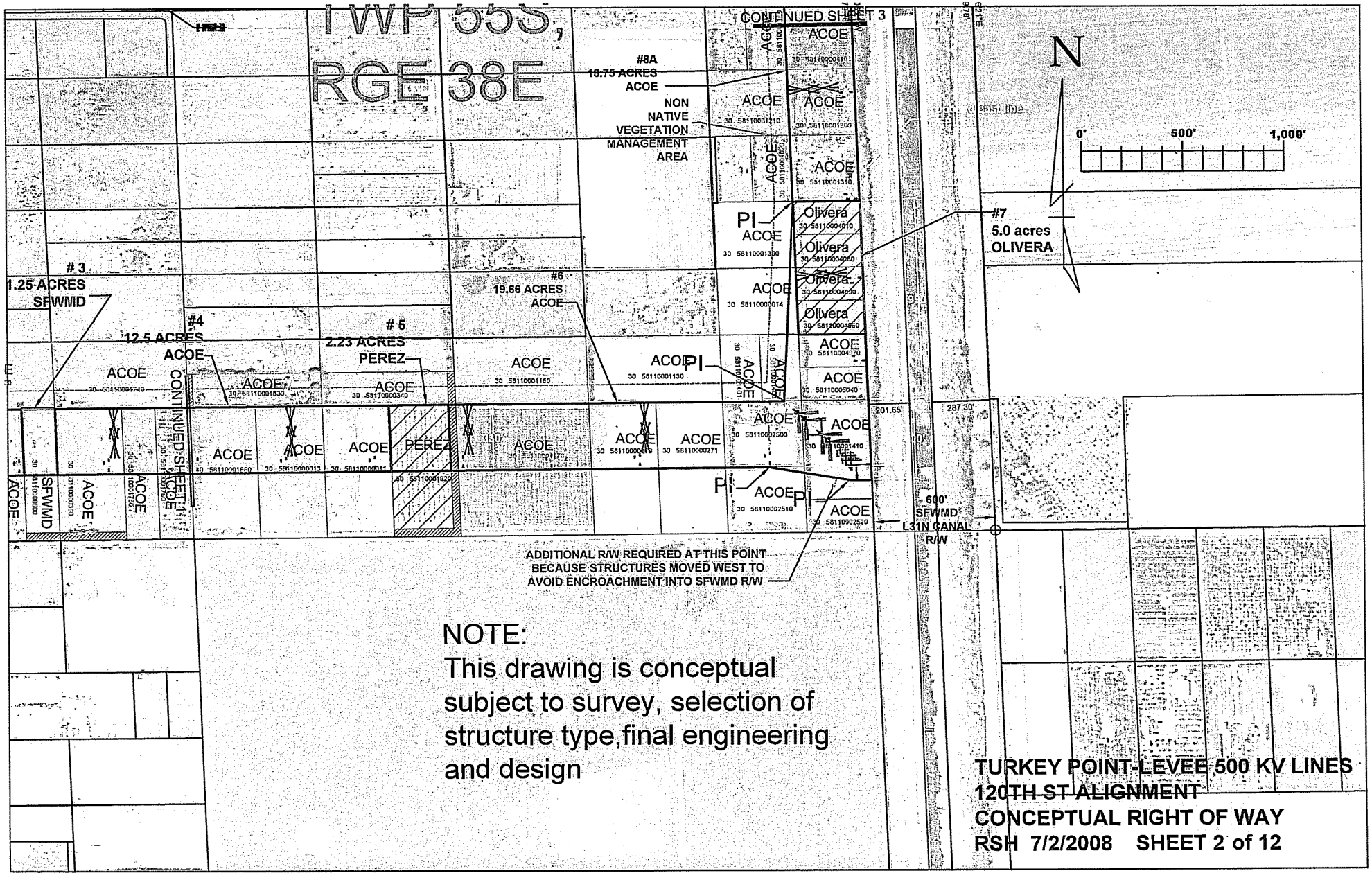

LEGEND
Replacement Corridor from SFWMD
Replacement Corridor from ENP
Replacement Corridor from TIITF
Replacement Corridor from ACOE
ENP Expansion Area
FPL Property (330'-370' wide R/W)
Private ownership
REQUIRED ACCESS
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
N
Not to Scale:
Notes:
Access along SFWMD L-29,30 &31N Levees from NW 41 St. to SW 136 St.
Access along 8.5 SMA Protection Levee
EXISTING SFWMD BRIDGE
ACCESS POINT TO LEVEE ROAD FROM KROME AVE AT APPROXIMATELY NW 120 ST.
KROME AVE (SW 177 AVE)
SFWMD LEVEE CANAL L-30
4.9 MILES +/-
PROPOSED ACCESS
CANAL R/W
9.2miles+/-
PRIVATE OWNERSHIP
FPL R/W
~ NW 41 ST.
8.5MILES +/-
TIITF
EXISTING FPL R/W BY EASEMENT WITH UNDERLYING OWNERSHIPS
SFWMD
EXISTING SFWMD BRIDGE
WCA 3B
Note: North of Tamiami Trail, Portions of Replacement Corridor are on Canal R/W and adjacent lands
KROME AVE (SW 177 AVE)
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD
1 MILE +/-
565ft. +/-
L-30 R/W
EXISTING SFWMD BRIDGE
SW 8 ST. (TAMIAMI TRAIL)
EXISTING FEE OWNED FPL R/W
SFWMD LEVEE
0.25 MILE +/-
ACCESS POINT TO LEVEE ROAD FROM TAMIAMI TRAIL
KROME DETENTION CENTER
ENP
L-31N
L-31N R/W
ENP EXPANSION AREA
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD MICROWAVE TOWER
ADDITIONAL WIDTH NEEDED IN THIS AREA FOR ANGLE STRUCTURES
EXISTING FPL R/W BY EASEMENT
ENP
SW 88 ST.
8.5 miles+/-
EXISTING FEE OWNED FPL R/W
ACOE
SW 104 ST.
197 AV
150 ft. +/-
ENP EXPANSION AREA BOUNDRY
SW 112 ST.
PROPOSED ACCESS
120 St. ROUTE
660'
PRIVATE OWNERSHIP
C/L SW 120 ST.
ACOE
150 ft. +/-
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
PRIVATE OWNERSHIP
SFWMD
197 AV
ENP EXPANSION AREA BOUNDRY
SW 104 ST.
To L-31N levee
0.7 mile +/-
To SW 136 St.
SW 112 ST.
PROPOSED ACCESS
C/L SW 136 ST.
660'
ACOE
C/L SW 120 ST.
1.5 miles +/-
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
112 St. ROUTE.
CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS WITH ACCESS
RSH 7/2/2008



KEY MAP
FOR ROUTE
ALIGNMENTS

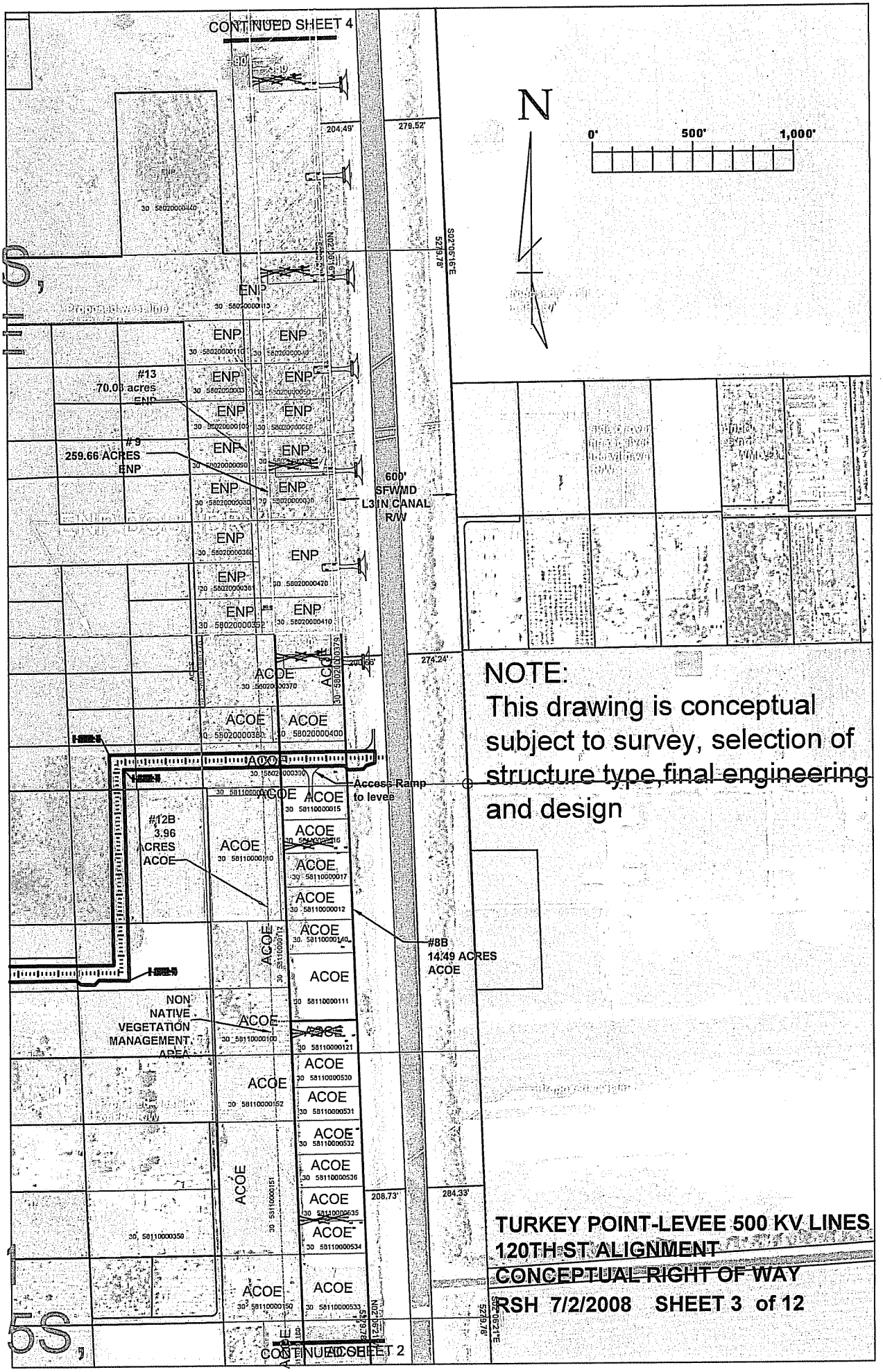
RSH 7/2/08


0' 500' 1,000'
N
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
ENP
30 58100000040
NON NATIVE VEGETATION MANAGEMENT AREA
ENP BOUNDRY
#1
0.17 ACRES
ACOE
2
32.02 ACRES
ACOE
#12A
25.22 ACRES
ACOE
3
1.25 ACRES
SFWMD
#4
12.5 ACRES
ACOE
5
2.23 ACRES
PEREZ
ACOE
30 58100000040
ACOE
ACOE
ACOE
ACOE
ACOE
ACOE
ACOE
SFWMD
CONTINUED SHEET 2
C/L SW 120 St.
PI
PI
LEVEE ℄
10.0'
10.0'
CONSTRUCTION EASEMENT
CONSTRUCTION EASEMENT
EL. 10.2
3
1
3
1
15.0' (TYP)
15.0' (TYP)
EXISTING GRADE
SELECT FILL
TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE CORNER STRUCTURES MOVED SOUTH TO ELIMINATE GUYS ENCROACHING INTO ENP
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 1 of 12



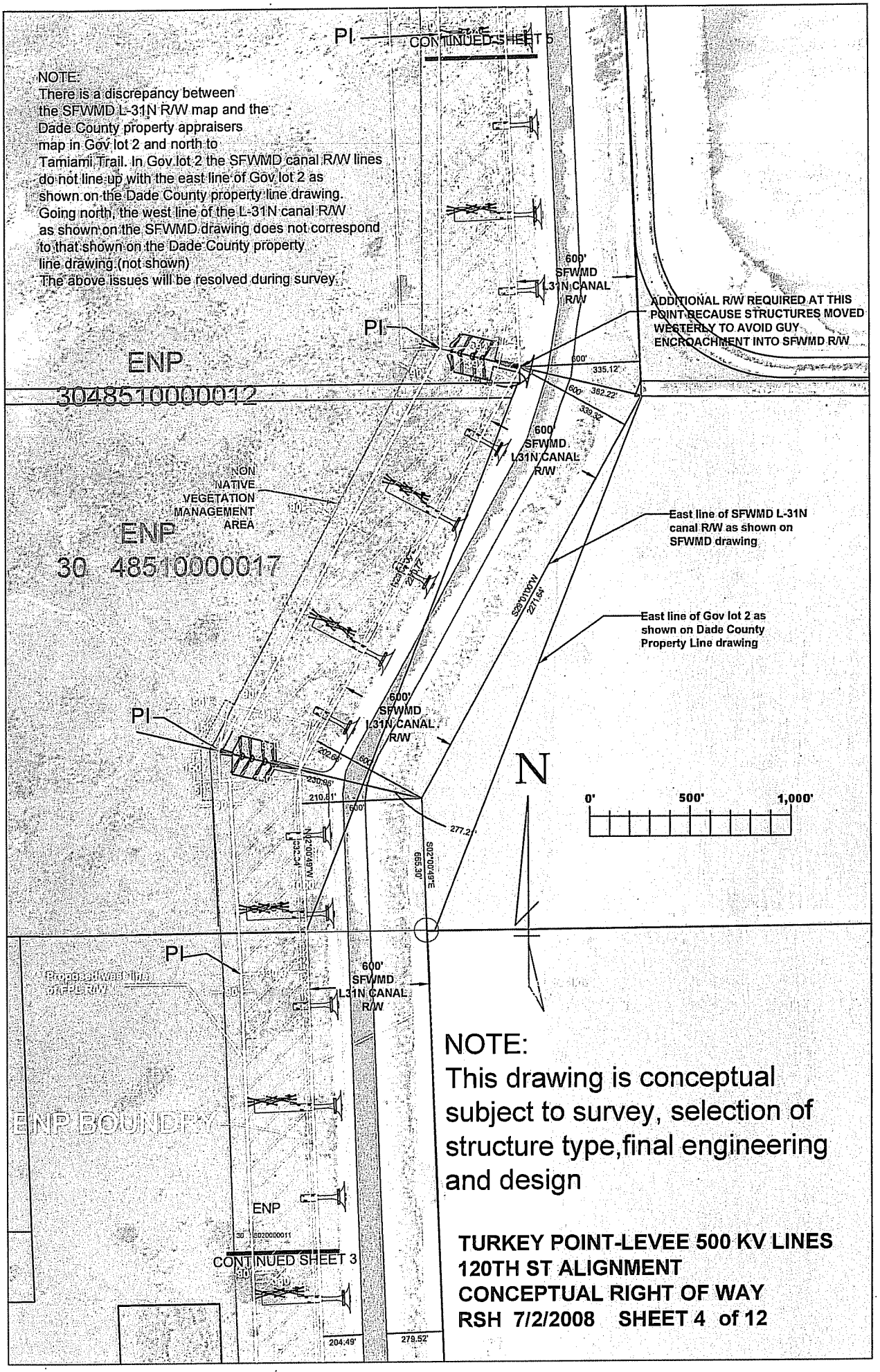
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design

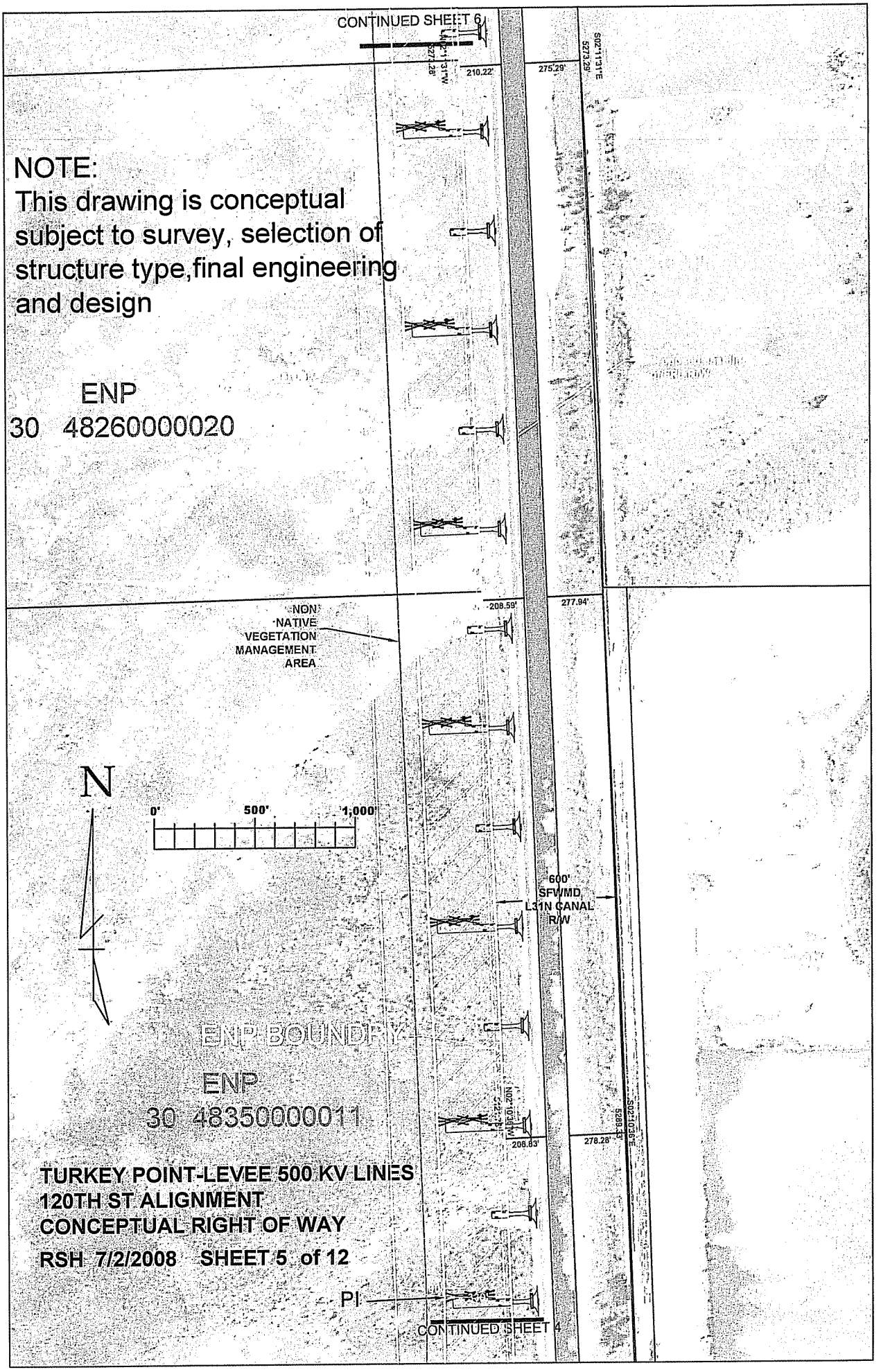
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 2 of 12

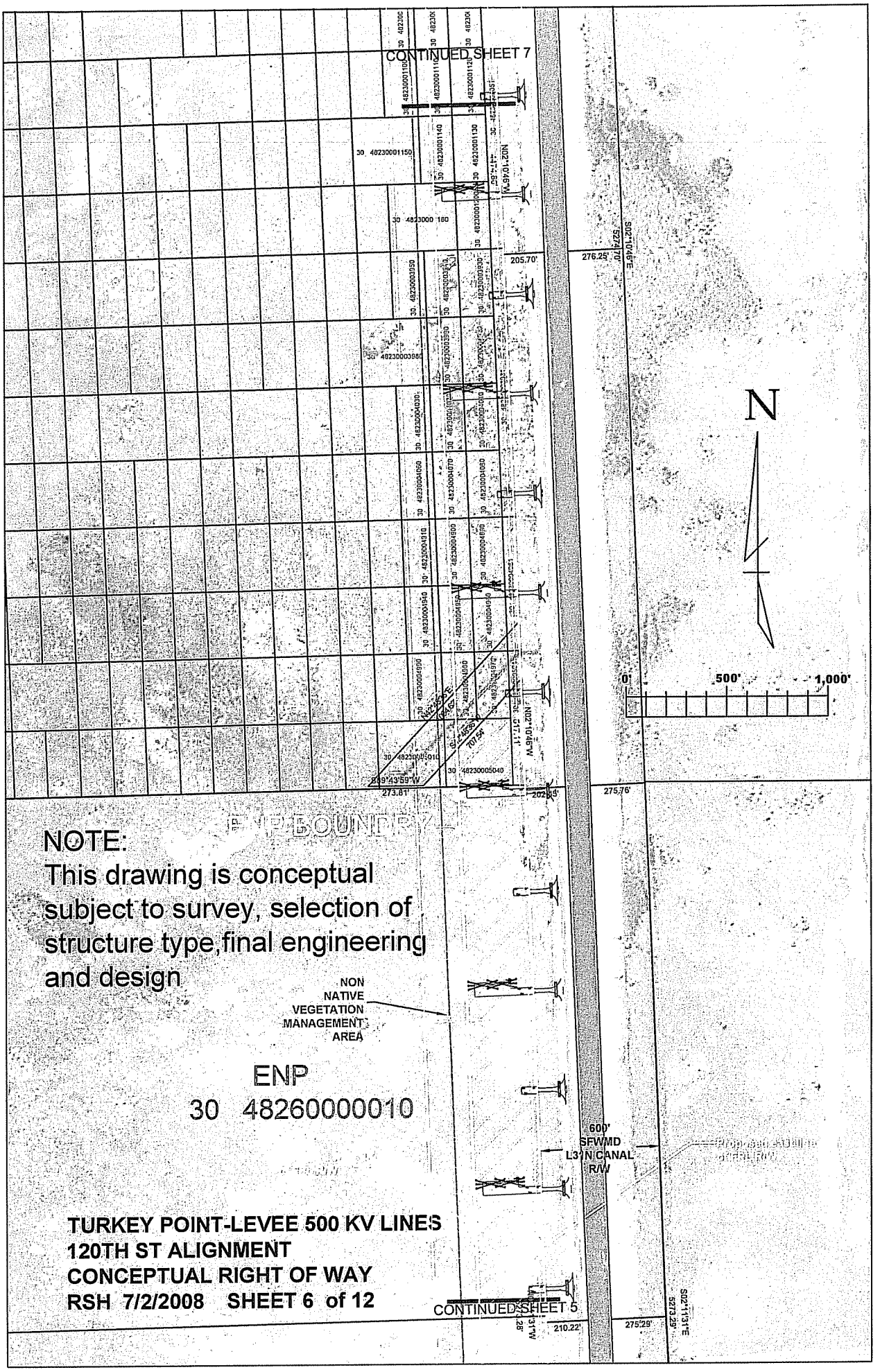


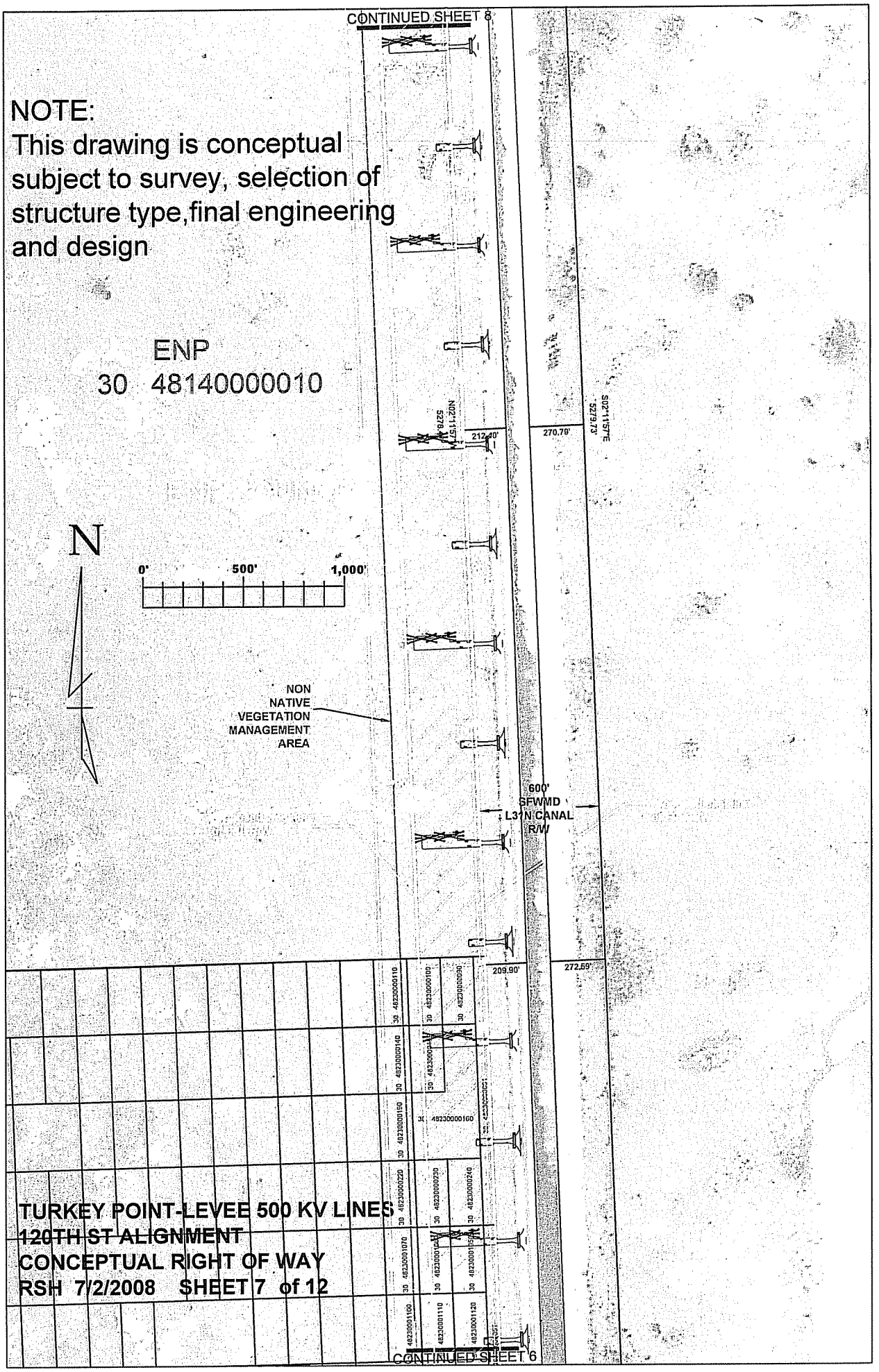
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design

TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 3 of 12

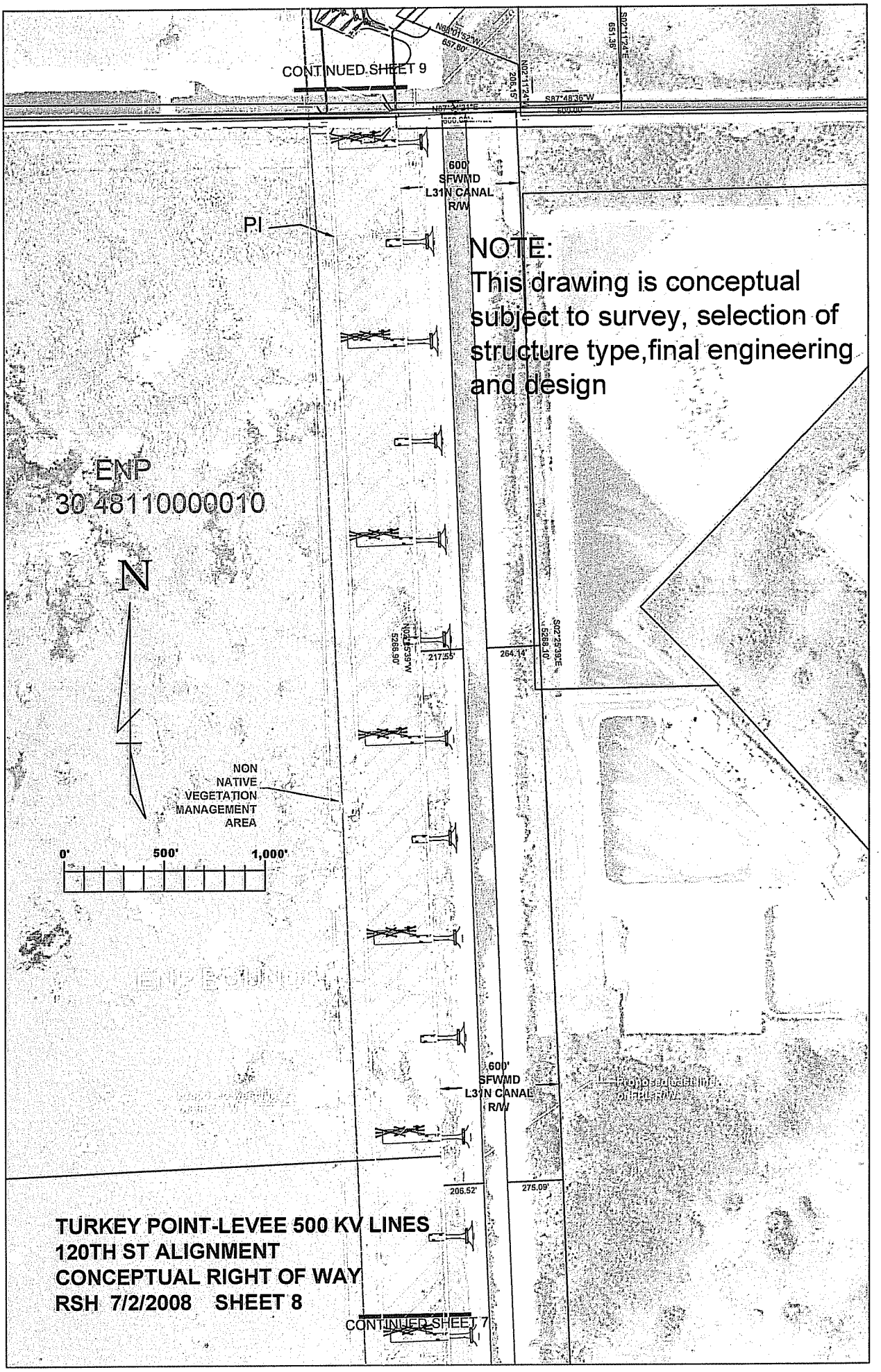

PI
CONTINUED SHEET 5
NOTE:
There is a discrepancy between the SFWMD L-31N R/W map and the Dade County property appraisers map in Gov lot 2 and north to Tamiami Trail. In Gov lot 2 the SFWMD canal R/W lines do not line up with the east line of Gov lot 2 as shown on the Dade County property line drawing. Going north, the west line of the L-31N canal R/W as shown on the SFWMD drawing does not correspond to that shown on the Dade County property line drawing (not shown)
The above issues will be resolved during survey.
600' SFWMD L31N CANAL R/W
ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE STRUCTURES MOVED WESTERLY TO AVOID GUY ENCROACHMENT INTO SFWMD R/W
PI
ENP
30485100000012
600'
335.12'
362.22'
339.32'
600' SFWMD L31N CANAL R/W
NON NATIVE VEGETATION MANAGEMENT AREA
ENP
30 48510000017
East line of SFWMD L-31N canal R/W as shown on SFWMD drawing
S29°01'00"W
221.64'
East line of Gov lot 2 as shown on Dade County Property Line drawing
PI
600' SFWMD L31N CANAL R/W
202.64'
230.86'
210.81'
277.2'
N29°00'49"W
S29°00'49"E
666.30'
N
0'
500'
1,000'
PI
Proposed wetland mitigation area
600' SFWMD L31N CANAL R/W
ENP BOUNDRY
ENP
30 5020000011
CONTINUED SHEET 3
204.49'
279.52'
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 4 of 12


CONTINUED SHEET 6
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
ENP
30 48260000020
NON NATIVE VEGETATION MANAGEMENT AREA
N
0'
500'
1,000'
600' SFWMD L31N CANAL R/W
ENP BOUNDRY
ENP
30 48350000011
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 5 of 12
PI
CONTINUED SHEET 4

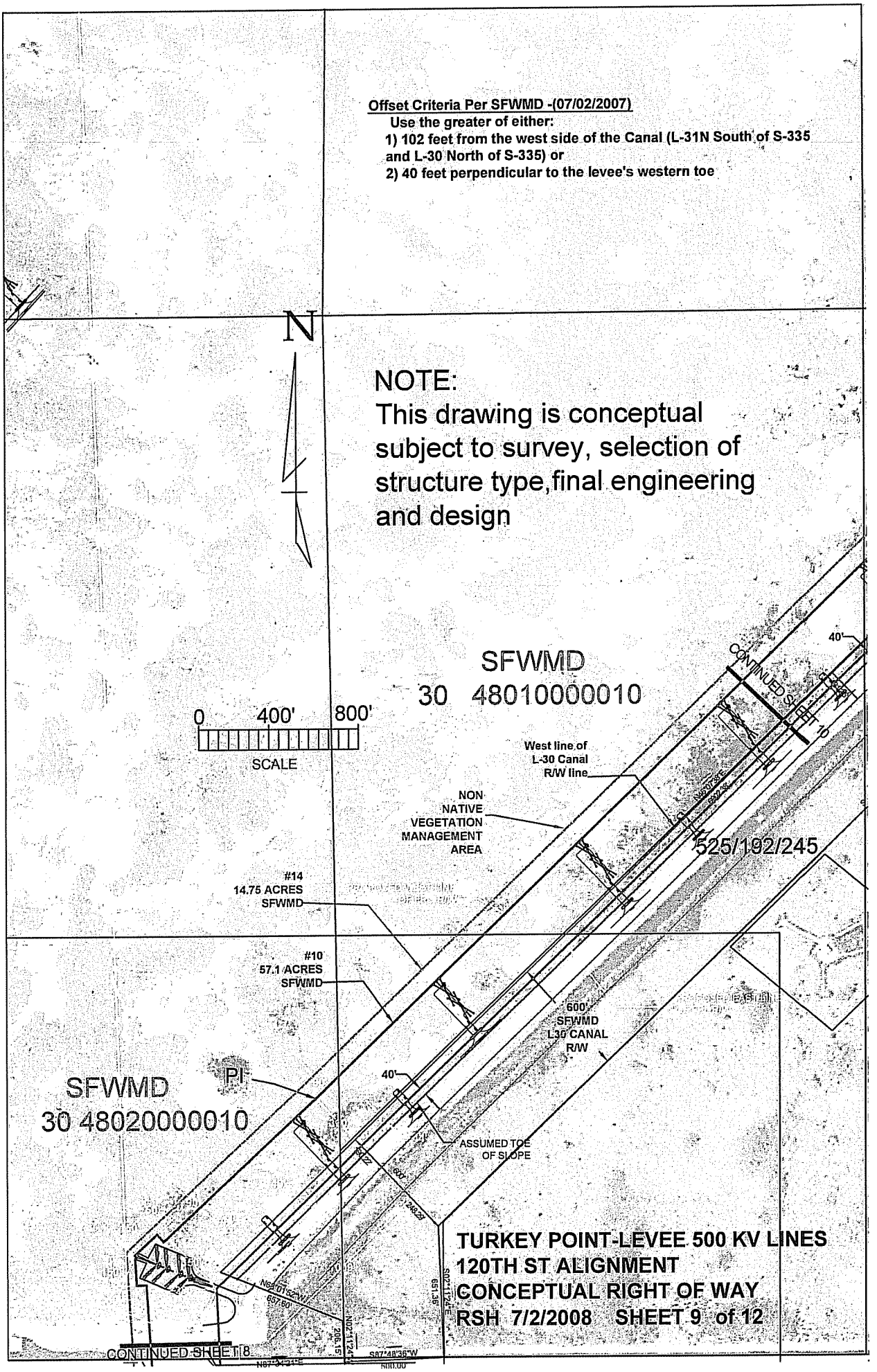

CONTINUED SHEET 7
30 48230001150
30 48230000160
30 48230003950
30 48230003980
30 48230004050
30 48230004070
30 48230004090
30 48230004910
30 48230004950
30 48230005010
30 48230005040
N02°10'46"W
S02°10'46"E
S02°11'31"E
S89°43'59"W
205.70'
276.29'
275.76'
275.29'
273.81'
210.22'
707.54'
N
0'
500'
1,000'
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
NON NATIVE VEGETATION MANAGEMENT AREA
ENP
30 48260000010
600' SFWMD L31N CANAL R/W
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 6 of 12
CONTINUED SHEET 5

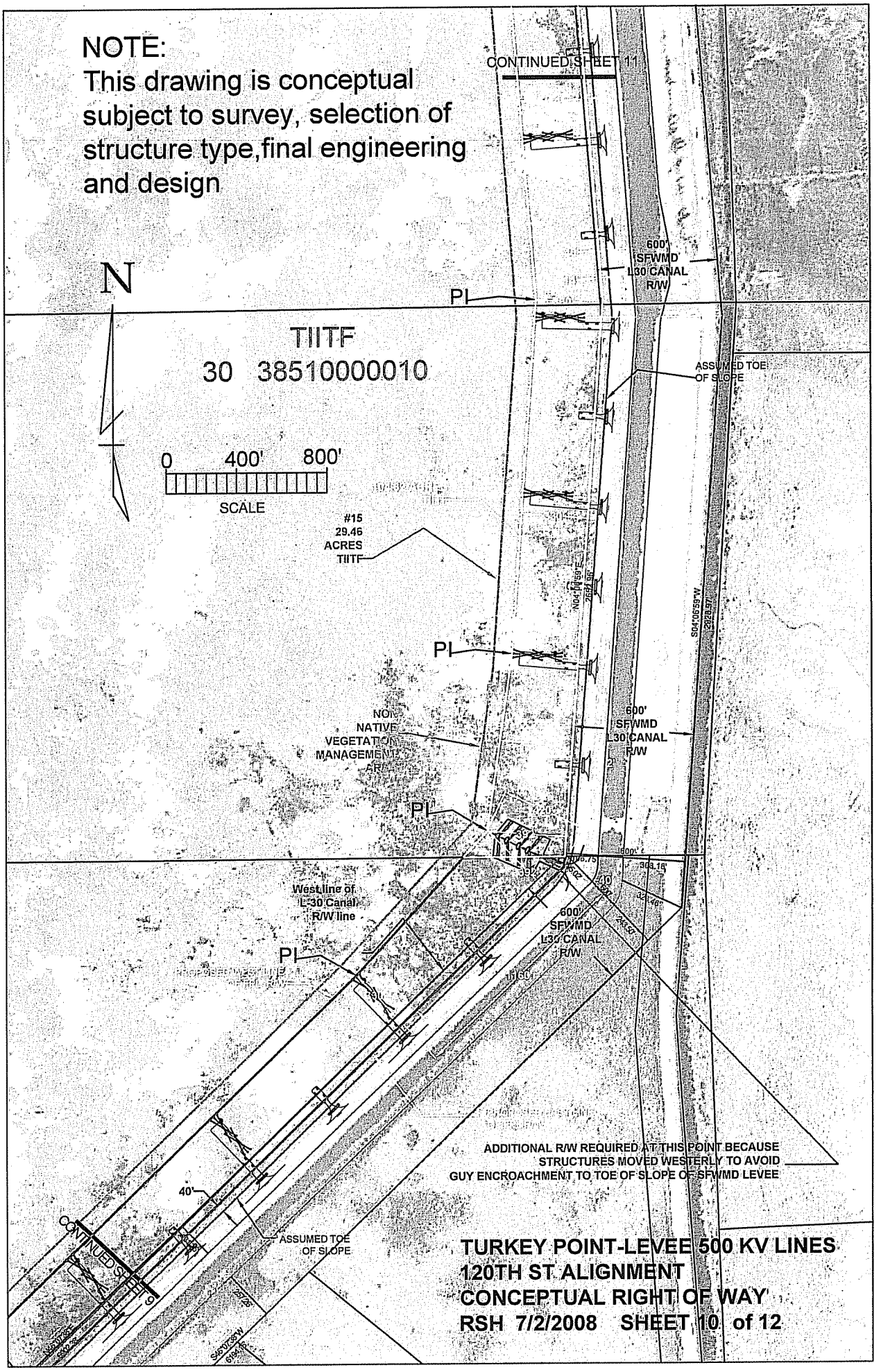


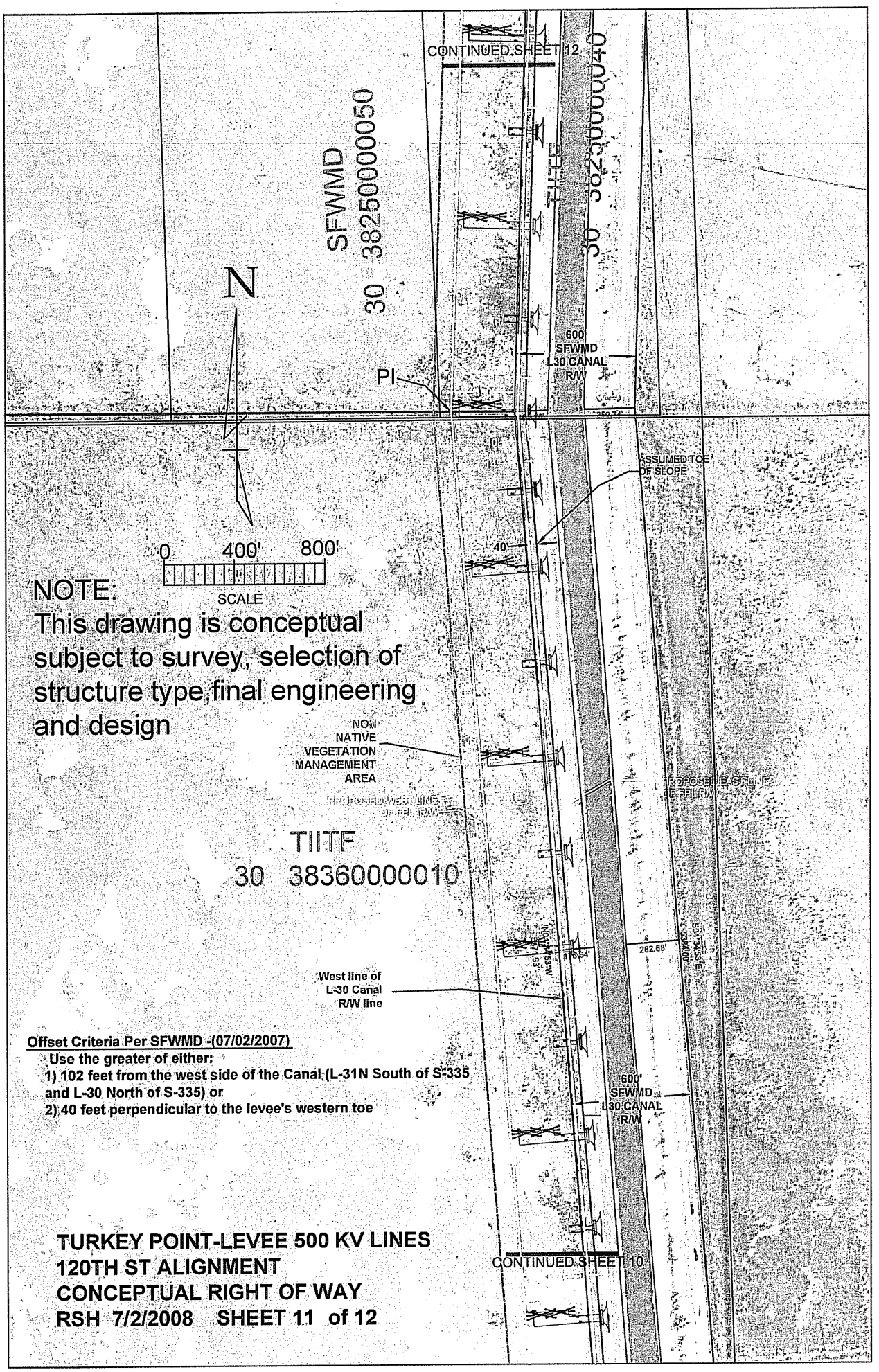
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 7 of 12



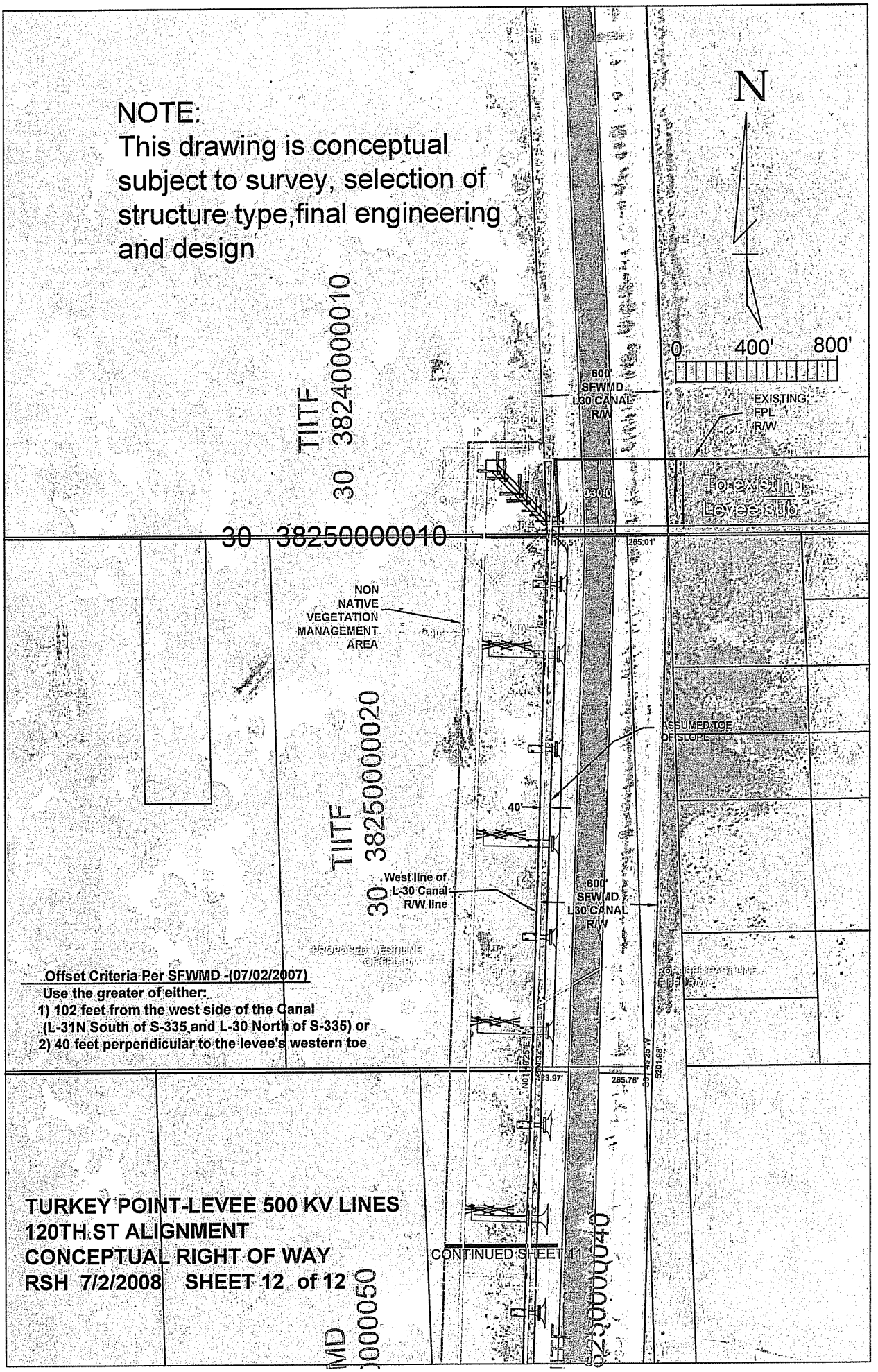
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 8

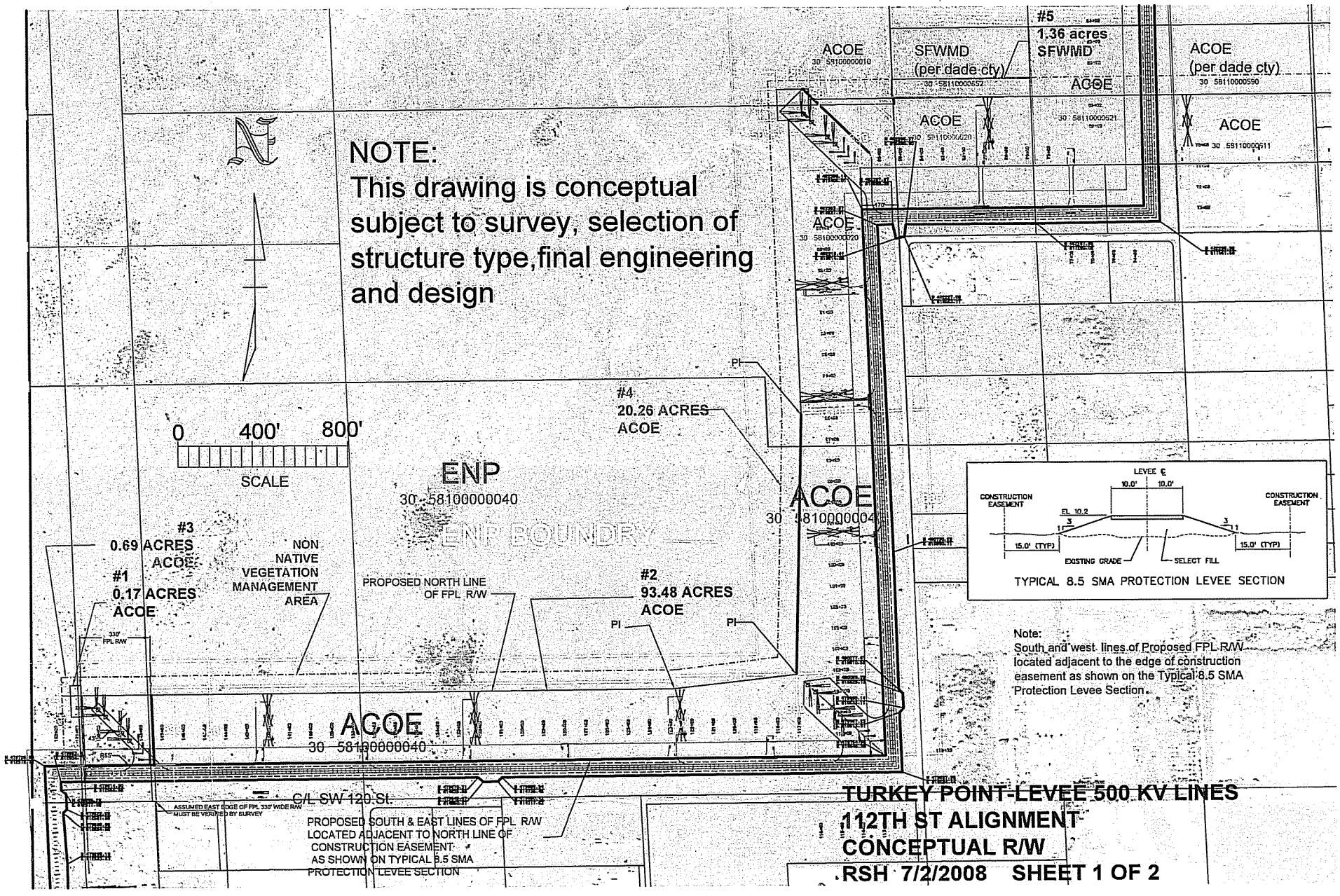

Offset Criteria Per SFWMD -(07/02/2007)
Use the greater of either:
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
N
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
SFWMD
30 48010000010
0 400' 800'
SCALE
West line of L-30 Canal R/W line
NON NATIVE VEGETATION MANAGEMENT AREA
525/192/245
#14
14.75 ACRES
SFWMD
#10
57.1 ACRES
SFWMD
600' SFWMD L30 CANAL R/W
40'
SFWMD
30 48020000010
PI
ASSUMED TOE OF SLOPE
CONTINUED SHEET 8
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 9 of 12


NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
CONTINUED SHEET 11
N
TIITF
30 38510000010
0 400' 800'
SCALE
600' SFWMD L30 CANAL R/W
PI
ASSUMED TOE OF SLOPE
#15
29.46
ACRES
TIITF
NON NATIVE VEGETATION MANAGEMENT AREA
West Line of L-30 Canal R/W line
ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE STRUCTURES MOVED WESTERLY TO AVOID GUY ENCROACHMENT TO TOE OF SLOPE OF SFWMD LEVEE
40'
CONTINUED SHEET 9
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 10 of 12



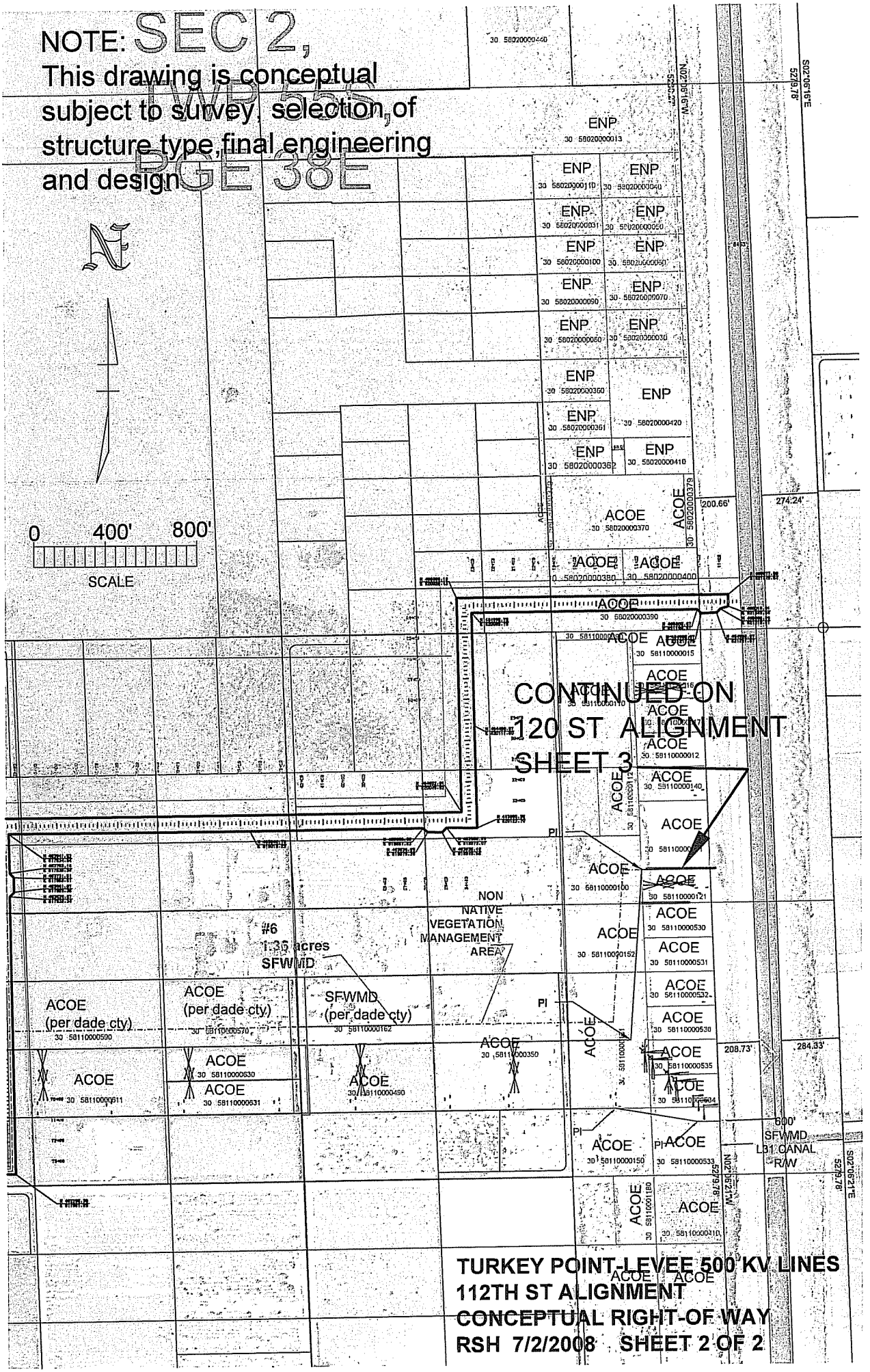
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 11 of 12


NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
N
0
400'
800'
600' SFWMD L30 CANAL R/W
EXISTING FPL R/W
To existing Levee sub
TIITF 30 38240000010
30 38250000010
NON NATIVE VEGETATION MANAGEMENT AREA
ASSUMED TOE OF SLOPE
40'
TIITF 30 38250000020
West line of L-30 Canal R/W line
600' SFWMD L30 CANAL R/W
Offset Criteria Per SFWMD -(07/02/2007)
Use the greater of either:
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 12 of 12
CONTINUED SHEET 11


NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
0 400' 800'
SCALE
ENP
30 58100000040
ENP BOUNDRY
#1
0.17 ACRES
ACOE
#2
93.48 ACRES
ACOE
#3
0.69 ACRES
ACOE
#4
20.26 ACRES
ACOE
#5
1.36 acres
SFWMD
NON NATIVE VEGETATION MANAGEMENT AREA
PROPOSED NORTH LINE OF FPL R/W
PI
ACOE
30 58100000040
ACOE
30 58100000010
SFWMD
(per dade cty)
30 58100000552
ACOE
30 58100000521
ACOE
(per dade cty)
30 58100000590
ACOE
30 58100000611
ACOE
30 58100000020
ACOE
30 58100000004
C/L SW 120 St.
ASSUMED EAST EDGE OF FPL 330' WIDE R/W MUST BE VERIFIED BY SURVEY
PROPOSED SOUTH & EAST LINES OF FPL R/W LOCATED ADJACENT TO NORTH LINE OF CONSTRUCTION EASEMENT AS SHOWN ON TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
LEVEE ℄
10.0' 10.0'
CONSTRUCTION EASEMENT
CONSTRUCTION EASEMENT
EL 10.2
3
1
15.0' (TYP)
15.0' (TYP)
EXISTING GRADE
SELECT FILL
TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
Note:
South and west lines of Proposed FPL R/W located adjacent to the edge of construction easement as shown on the Typical 8.5 SMA Protection Levee Section.
TURKEY POINT-LEVEE 500 KV LINES
112TH ST ALIGNMENT
CONCEPTUAL R/W
RSH 7/2/2008 SHEET 1 OF 2

NOTE: SEC 2,
This drawing is conceptual subject to survey, selection of structure type, final engineering and design

TWP 55S
RGE 38E



Right of Way Relocation
Anticipated Access Rights to Relocated Right of Way

Access rights necessary for constructing, operating and maintaining transmission lines and other facilities on the Levee-Turkey Point relocated right of way from SW 120 St. to NW 41 St.

All Sections:
Right of ingress and egress (on, over and across) for personnel, material and equipment of FPL, its contractors, agents, successors or assigns over the lands. Rights to install, maintain, improve, modify or tie-into existing access roads to allow for safe access for personnel, vehicles, material and equipment. Rights for temporary storage of materials or equipment during the construction/maintenance period. Rights to install, maintain, improve or modify fencing/gates.

ACOE
From FPL R/W just north of SW 120th Street East to exit from inside 8.5 SMA Protection Levee
Use SFWMD 8.5 SMA Protection Levee for access to facilities. The access to the relocated right of way will be from the levee along and outside of the relocated right of way (except for those sections of the levee that cross the relocated right of way).

- Access and use of the levee (8.5 SMA Protection Levee) between FPL right of way and SW 197th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee.

For alternate route along 112th Street.

- Access and use of the levee (8.5 SMA Protection Levee) going east from FPL right of way to SW 197th Ave, then north slightly past SW 112th Street, than east to SW 194th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee

From 8.5 SMA Protection Levee East to L-31N, then north to ENP Boundary (near SW 100th Street)
A patrol road will be used within the transmission right of way along this section. Depending on surface and soil conditions, the patrol road may require simple clearing up to installation of compacted fill. Access to the R/W will be from the 8.5 SMA Protection Levee (or other public access) on south end and L-31N on east/north end. Access to the 8.5 SMA Protection Levee will be from FPL R/W or SW 197th Ave. Access to L-31N will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street, from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street.

SFWMD and TIITF
From ENP Boundary (near SW 100th Street) to SW 8th Street.
Use SFWMD L-31N right of way on the west side of the canal for access to the relocated right of way. Entry onto the L-31N right of way will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street(new access ramp to L-31N to be installed if needed), from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street. (Note: Other public roads may be used, but it appears that they are being vacated to the government owners of adjacent lots)

From SW 8th Street to NW 41st Street
Use SFWMD L-29/30 levee/right of way on the north and west side of the canals for access to the relocated right of way. Entry onto the L-29/30 right of way will be from SW 8th Street approximately 1.3 miles west of Krome Ave (SFWMD S356), from Krome Avenue approximately 1.1 mile north of SW 8th Street (SFWMD S335) and from Krome Avenue approximately 8.5 miles north of 8th Street (SFWMD bridge).

For these segments, easement must also grant rights to

- Construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Construct finger roads, ramps and pads for access to the facilities from the levee.

Appendix 2-1A
Legal Description of Replacement Corridor

[Legal description to be provided following survey]

Appendix 3

Legal Description of Utility Easements

[Legal descriptions to be provided following survey]

Appendix 3A
Utility Easement from United States to FPL

UNITED STATES OF AMERICA,
DEPARTMENT OF THE ARMY

UTILITY EASEMENT

LOCATED IN

MIAMI-DADE COUNTY, FLORIDA

THE UNITED STATES OF AMERICA, BY AND THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS, THE SECRETARY THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, hereinafter referred to as the "**Grantor**", having found that the granting of this easement is not incompatible with the public interest, hereby grants to **FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION**, its successors and assigns, hereinafter referred to as the "**Grantee**, an easement forever for a utility corridor being a minimum three hundred thirty feet (330') in width, but no greater than five hundred eighty-four feet (584') in width (as more particularly shown on that certain plan entitled _____ dated ___, 2008) to allow for guying and related appurtenances, to be used for the construction, operation and maintenance of utility facilities including overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes, and one or more pipelines and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "***facilities***"), over, under, in, on, upon, through and across the lands of the Grantor situated in the Miami-Dade County, Florida and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("***Easement Area***") together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over, under and or through the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right of FPL to use any existing or future road on the Easement Area, and the right of FPL to install, maintain, improve or modify ramps, roads, bridges and fences/gates (with FPL promptly providing Grantor with keys to all such fences/gates) at FPL's expense, to allow for the safe access of personnel, vehicles, materials and equipment; subject to Grantor's advance review and written approval, which may not be unreasonably withheld, conditioned or delayed, of any FPL proposal to install, improve, or modify ramps, roads, bridges and/or fences/gates, and also including the right to cut and keep clear all trees, undergrowth and other obstructions within the Easement Area, the right to mark the location of any underground facilities by above ground and other suitable markers, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, on foot

and by motor vehicle, including trucks and heavy equipment, on said land, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder. Grantor and Grantee agree that the Easement Area may be flooded provided that no portion of FPL's facilities above a maximum water elevation of 10.5 feet NGVD 1929 elevation, is flooded. Grantor further agrees that no portion of the Easement Area shall be paved and no building, well, irrigation system, structure, obstruction, or improvement (including any improvements for flood control purposes) shall be located, constructed, maintained or operated over, under, upon through or across the Easement Area by Grantor, or the successors or assigns of Grantor without the prior written approval of Grantee, or its successors or assigns, which may not be unreasonably withheld, conditioned or delayed.

Grantee must repair any damage to the Easement Area resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Area resulting from Grantee's use within thirty (30) days following Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at Grantor's sole option, repair the Easement Area at Grantee's sole cost and expense. In the event that the Grantor exercises its rights or repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the timeframe provided in this Paragraph, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "Default Rate").

THIS EASEMENT is granted subject to the following conditions:

1. **TERM**

This easement is hereby granted in perpetuity beginning upon the date of execution by Grantor.

2. **CONSIDERATION**

The consideration for this easement shall be the land exchanges contemplated in that certain Agreement by and between Grantor and Grantee dated August ___, 2008 regarding FPL's Utility Corridor within the Everglades National Park Expansion Area.

3. **NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to: Florida Power & Light Company, P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 Attention: Corporate Real Estate and, if to the United States, to: the District Engineer, Attention: Chief Real Estate Division, P.O. Box 4970, Jacksonville, Florida 32232; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. **AUTHORIZED REPRESENTATIVES**

As used herein, "said officer" shall mean the District Engineer. Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer", shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. **SUPERVISION BY THE DISTRICT ENGINEER** [Intentionally deleted]

6. **APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Easement Area is located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCS's).

7. **CONDITION OF EASEMENT AREA ON THE PREMISES**

The Grantee acknowledges that it has inspected the Easement Area, knows the condition, and understands that the use of the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. **INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities that it will construct within the Easement Area at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. **PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all government property located on the Easement Area against fire or damage caused by Grantee, its employees and/or contractors. Any property of the United States damaged or destroyed by the Grantee incidental to the exercise of Grantee's privileges herein granted, shall be promptly repaired or replaced by the Grantee to a condition reasonably satisfactory to said officer, or, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition reasonably satisfactory to said officer.

10. **RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Easement Area at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes but not inconsistent with the use, occupation, maintenance or enjoyment of the Easement Area by Grantee or its successors or assigns, or as might cause a hazardous condition.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said officer, which approval shall not be unreasonably withheld, conditioned or delayed, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of Grantor and the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents or employees or others who may be on the Easement Area at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims arising from the activities of Grantee, its officers, agents, employees and invitees on the Easement Area, excluding however, damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS [Intentionally deleted.]

14. RELOCATION OF FACILITIES [Intentionally deleted.]

15. TERMINATION

This easement will be released and terminated of record by Grantee following the recording of the deed from the United States to the South Florida Water Management District ("SFWMD") for the premises upon which the Easement Area is located in the public records of Miami-Dade County, Florida, and the subsequent recording by Grantee of an easement from SFWMD to Grantee for the purposes herein granted over the Easement Area. Grantee will record such release and termination of easement in the public records of Miami-Dade County, Florida within thirty (30) days following Grantee's recording of the easement described in this paragraph from SFWMD to Grantee.

16. SOIL AND WATER CONSERVATION

The Grantee shall repair any damage to existing soil and water conservation structures located on the Easement Area which occurs as a result of the activities of the Grantee, its contractors, subcontractors, agents and employees. Grantee shall take appropriate measures to prevent or control soil erosion within the Easement Area herein granted as a result of Grantee's, Grantee's agents', employees', contractors' and subcontractors' activities within the Easement Area. Any soil erosion occurring outside of the Easement Area resulting from the activities of the Grantee shall be corrected by the Grantee at Grantee's expense.

17. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Easement Area against pollution of its air, ground and water resulting from their respective uses of the Easement Area. The Grantee shall promptly comply with any applicable laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency. The disposal of any toxic or hazardous materials within the Easement Area is strictly prohibited. The Grantee shall not discharge waste or effluent from the Easement Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Easement Area shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must secure written approval of the owner of the land underlying the Easement Area, which approval will not be unreasonably withheld, conditioned or delayed, before any pesticides or herbicides are applied to the Easement Area.

c. The Grantee will use all reasonable means available to protect the environment and natural resources from damage associated with Grantee's use of the Easement Area, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

18. **HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity within the Easement Area. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

19. **NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of its operations on the Easement Area.

20. **RESTORATION** [Intentionally deleted.]

21. **DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license, which may be required by Federal, state or local statute in connection with use of the premises.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2008.

UNITED STATES OF AMERICA

BY:_____
SHARON W. CONKLIN
Chief, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

ACKNOWLEDGMENT

STATE OF FLORIDA)
)**ss:**
COUNTY OF DUVAL)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared SHARON W. CONKLIN, CHIEF, REAL ESTATE DIVISION, UNITED STATES ARMY CORPS OF ENGINEERS, personally known to me to be the person who subscribed to the foregoing instrument or who produced _____as identification and acknowledged that she executed the same on behalf of United States of America by and through The Army Corps of Engineers and acknowledged that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 2008.

FLORIDA POWER & LIGHT COMPANY

By: _____
Terry L. Hicks,
Vice President of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Terry L. Hicks, Vice President Corporate Real Estate of FLORIDA POWER & LIGHT COMPAN, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of FLORIDA POWER & LIGHT COMPANY and acknowledged that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

Exhibit "A"

Legal Description of Easement Area

[Legal descriptions to be provided following completion of surveys and are subject to the approval of the parties]

Appendix 4
Legal Description of Non-Native Vegetation Management Easement from the United States to FPL

[Legal description to be provided following survey]

Appendix 4A
Non-Native Vegetation Management Easement from the United States to FPL

Prepared by and Following Recording Return to:

Patricia Lakhia, Esquire
Florida Power& Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

The **UNITED STATES OF AMERICA, BY AND THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS ("Grantor")** with an address of 701 San Marco Boulevard, Jacksonville, Florida 32207, in consideration of the payment of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and gives to **FLORIDA POWER & LIGHT COMPANY, a Florida corporation** with an address of 700 Universe Boulevard, Juno Beach, Florida 33408, its employees, contractors, sub-contractors, licensees, agents, successors, and assigns (collectively, "**Grantee**"), an easement forever for the purpose of removing fire prone exotics including but not limited to Melaleuca and Australian pine, within the following easements or parcels of land, each being ninety (90) feet in width, and more particularly described on the attached Exhibit "A" which is incorporated herein by reference ("Easement Area").

Grantee understands that herbicides applied within the Easement Area shall only be those registered by the U.S. Environmental Protection Agency and which have state approval. Herbicide application rates and concentrations will be in accordance with label directions and will be carried out by a licensed applicator, meeting all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used within the Easement Area unless the effects on non-targeted vegetation are minimized.

Grantee agrees to secure any and all applicable federal, state and local permits required in connection with Grantee's use of the Easement Area, 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 Easement Area by Grantee.

Grantor reserves the right to maintain, construct or alter roads which are located on the Easement Area and are necessary to Grantor's operations, and in doing so, agrees that it shall not temporarily or permanently impede Grantee's access over the Easement Area.

Grantee agrees that it will not use the Easement Area in any manner which will interfere with Grantor's use of the Easement Area or interfere with Grantor's project or cause a hazardous condition to exist. Grantee 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 stored on the Easement Area. Grantee agrees further that in the event it should create a hazardous condition on the Lands, then upon

notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

Grantee must repair any damage to the Easement Area resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Area resulting from Grantee's use within thirty (30) days from the date of Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at its sole option, repair the Easement at Grantee's sole cost and expense. In the event that Grantor exercises its rights of repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the timeframe provided in this easement, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "Default Rate").

All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (ii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below:

To Grantor:

District Engineer
Attention: Chief Real Estate Division
P.O. Box 4970
Jacksonville, Florida 32232

To FPL:

Director, Corporate Real Estate
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:
Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 334084-0420
Telephone: 561-304-5261

As a condition precedent to entry within the Easement Area by Grantee or its contactor, subcontractor, agent, representative, licensee, or invitee, Grantee shall require such Grantee contactor, subcontractor, agent, representative, licensee, and invitee to provide to the Grantor insurance with the same protection and insurance coverages

required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by Grantor.

Grantor makes no representation or warranty with respect to the title to or the condition of the Easement Area and that Grantee hereby accepts the Easement Area in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, including with respect to the environmental condition of the property and possible disposal of hazardous waste, substances, or pollutants as defined or regulated under applicable law.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed as of the date first set forth above.

UNITED STATES OF AMERICA

By:_____
Sharon W. Conklin
Chief, Real Estate Division

_____
Signature
Print Name: _____

_____
Signature
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Sharon W. Conklin, Chief, Real Estate Division of the UNITED STATES ARMY CORPS OF ENGINEERS, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that she executed the same on behalf of the UNITED STATES OF AMERICA, being duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed as of the date first set forth above.

Executed in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY

_____
Print Name:_____

By: _____
Terry L. Hicks,
Vice President of Corporate Real Estate

_____
Print Name:_____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared, Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

Exhibit "A"

Legal Description of
NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

[Legal description to be provided following survey]

Appendix 5
Release of Easement from FPL to the United States

Prepared By and Return to Following Recording:
Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Folio No._____

RELEASE OF EASEMENT

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 (the "***FPL***"), the owner and holder of that certain Easement Agreement recorded in the public records of Miami-Dade County Florida recorded in Official Record Book ____ at page _____ (the "***Easement***"), for and in consideration of certain benefits accruing to it, does hereby release unto the **UNITED STATES OF AMERICA** ("***USA***") all of FPL's right, title, or interest as lies within the property described on the attached Exhibit "A" which is incorporated herein by reference ("***Property***"). And hereby agrees that from and after the date hereof the Property shall be freed of said Easement and the rights and privileges granted therein and any other right, title or interest of FPL in the Property.

IN WITNESS WHEREOF, the said FLORIDA POWER & LIGHT COMPANY has caused this Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this _____ day of _____, 2008.

Signed, Sealed & Delivered in
The Presence of:

_____
Print Name:_____

_____
Print Name:_____

FPL:
FLORIDA POWER AND LIGHT
COMPANY

BY:_____
Terry L. Hicks
Vice President of Corporate
Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____day of _____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation, being duly authorized to do so, and who is personally known to me.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

Exhibit "A"

[Legal Description to be provided]

Appendix 6
Legal Description of Access Easement from the United States to FPL
[Legal description to be provided following survey]

Appendix 6A
Access Easement from the United States to FPL

UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY

ACCESS EASEMENT

LOCATED IN

MIAMI-DADE COUNTY, FLORIDA

THE UNITED STATES OF AMERICA, THROUGH THE ARMY CORPS OF ENGINEERS, THE SECRETARY THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668 (hereinafter referred to as "**Grantor**"), having found that the granting of this easement is not incompatible with the public interest, hereby grants to **Florida Power & Light Company, a Florida corporation**, its successors and assigns, and its agents, employees, contractors, sub-contractors and invitees, hereinafter referred to as the "**Grantee**", an non-exclusive easement forever for access in, on, over, under and across the property more particularly identified on the attached **Exhibit "A"** to this Easement (the "**Easement Area** "), which Exhibit is made a part hereof, for ingress and egress by FPL and its agents, employees, contractors, sub-contractors, invitees, successors and assigns, on foot and by motor vehicle, including trucks, materials and heavy equipment, to and from FPL's facilities located on adjacent lands. This easement is granted with all rights necessary and convenient for the full use and enjoyment of the Easement Property for the purposes described herein, including without limitation the right of FPL to use any existing or future road on the Easement Area, and the right of FPL to install, maintain, improve or modify fences/gates (with FPL promptly providing Grantor with keys to all such fences/gates), ramps, roads and bridges, at FPL's expense, to allow for safe access for personnel, vehicles, materials and equipment; subject to Grantor's advance review and written approval, which may not be unreasonably withheld, conditioned or delayed, of any FPL proposal to install, improve, or modify fences/gates, ramps, roads, or bridges.

Grantee must repair any damage to the Easement Area resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Area resulting from Grantee's use within thirty (30) days following Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at Grantor's sole option, repair the Easement Area at Grantee's sole cost and expense. In the event that the Grantor exercises its rights or repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the timeframe provided in this Paragraph, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "Default Rate").

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted in perpetuity beginning upon the date of execution of this easement by Grantor.

2. CONSIDERATION

The consideration for this easement shall be the land exchanges identified in that certain Agreement by and between Grantor and Grantee dated August __, 2008 regarding FPL's Utility Corridor within the Everglades National Park Expansion Area.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, **if to the Grantee**, to: Florida Power & Light Company, P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 Attention: Corporate Real Estate and, **if to the United States**, to: the District Engineer, Attention: Chief Real Estate Division, P.O. Box 4970, Jacksonville, Florida 32232; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

As used herein, "said officer" shall mean the District Engineer. Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer", shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER [Intentionally deleted.]

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Easement Area is located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCS's).

7. CONDITION OF EASEMENT AREA

The Grantee acknowledges that it has inspected the Easement Area, knows the condition, and understands that the use of the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise

due diligence in the protection of all government property located on the Easement Area against fire or damage caused by Grantee, its employees and/or contractors. Any property of the United States damaged or destroyed by the Grantee incidental to the exercise of Grantee's privileges herein granted, shall be promptly repaired or replaced by the Grantee to a condition reasonably satisfactory to said officer, or reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition reasonably satisfactory to said officer.

9. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Easement Area at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes but not inconsistent with the use, occupation, maintenance or enjoyment of the Easement Area by Grantee or its successors or assigns, or as might cause a hazardous condition.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said officer, which approval will not be unreasonably withheld, conditioned or delayed, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of Grantor, Grantee and the representatives, successors and assigns of the Grantee.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents or employees or others who may be on the Easement Area at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims arising from the activities of Grantee, its officers, agents, employees and invitees on the Easement Area , **excluding, however,** damages due to the fault or negligence of the United States or its contractors.

12. SUBJECT TO EASEMENTS [Intentionally deleted.]

13. TERMINATION

This easement will be released and terminated of record by Grantee following the recording of the deed from the United States to the South Florida Water Management District ("SFWMD") for the premises upon which the Easement Area is located in the public records of Miami-Dade County, Florida, and the Grantee's subsequent recording of an easement from SFWMD to Grantee for the purposes herein granted over the Easement Area. Grantee will record such release and termination of easement in the public records of Miami-Dade County, Florida within thirty (30) days following the

Grantee's recording of the easement described in this paragraph from SFWMD to Grantee.

14. SOIL AND WATER CONSERVATION

The Grantee shall repair any damage to existing soil and water conservation structures located on the Easement Area which occurs as a result of the activities of the Grantee, its contractors, subcontractors, agents and employees. Grantee shall take appropriate measures to prevent or control soil erosion within the Easement Area herein granted as a result of Grantee's and Grantee's agents', employees', contractors' and subcontractors' activities within the Easement Area. Any soil erosion occurring outside of the Easement Area resulting from the activities of the Grantee shall be corrected by the Grantee at Grantee's expense.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Easement Area against pollution of its air, ground and water resulting from their respective uses of the Easement Area. The Grantee shall promptly comply with any applicable laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency. The disposal of any toxic or hazardous materials within the Easement Area is strictly prohibited. The Grantee shall not discharge waste or effluent from the Easement Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Easement Area shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must secure written approval of the owner of the land underlying the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed, before any pesticides or herbicides are applied to the Easement Area.

c. The Grantee will use all reasonable means available to protect the environment and natural resources from damage associated with Grantee's use of the Easement Area, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity within the Easement Area. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

17. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of its operations on the Easement Area.

18. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license, which may be required by Federal, state or local statute in connection with use of the premises.

Remainder of page intentionally blank. Signature pages follow.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2008.

UNITED STATES OF AMERICA,

BY:_____
SHARON W. CONKLIN
Chief, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this the _____ day of _____, 2008 before me, the undersigned notary public, personally appeared SHARON W. CONKLIN, CHIEF, REAL ESTATE DIVISION, UNITED STATES ARMY CORPS OF ENGINEERS, personally known to me to be the person who subscribed to the foregoing instrument or who produced _____as identification and acknowledged that she executed the same on behalf of UNITED STATES OF AMERICA THROUGH THE ARMY CORPS OF ENGINEERS and acknowledged that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 2008.

FLORIDA POWER & LIGHT COMPANY

By: _____
Terry L. Hicks,
Vice President Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Terry L. Hicks, Vice President, Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, personally known to me to be the person who subscribed to the foregoing instrument as identification and acknowledged that he executed the same on behalf of FLORIDA POWER & LIGHT COMPANY and acknowledged that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

EXHIBIT "A"

THE EASEMENT AREA

[*Legal descriptions to be provided following completion of surveys*]

Appendix 7
Legal Description of Areas of Replacement Corridor Affected by Perpetual Flowage Easements in Favor of the United States and Accompanying Plan Reflecting Same

[to be provided]

Appendix 7A

DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT

Consent No. DACW17-9-

Project: Modified Water Deliveries to Everglades National Park, Tamiami Trail Modifications

Tract Nos. (3):_____
_____
_____

THIS CONSENT TO EASEMENT AGREEMENT ("Consent"), made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "***Government***", acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "***said officer***," and Florida Power & Light Company, hereinafter referred to as the "***Grantee***":

WHEREAS, the Government has acquired perpetual flowage easements over the above-numbered tracts of land, which easements, by their terms, prohibit the construction and maintenance of any structures on the land except as may be approved in writing by the United States of America, acting by and through the representative of the District Engineer, identified herein as "said officer;" and

WHEREAS, the Government and Grantee have entered into an agreement titled, "Agreement Between the United States Acting through the United States Army Corps of Engineers and Florida Power & Light Company Regarding FPL's Utility Corridor Within the Everglades National Park Expansion Area," hereinafter referred to as "***the Agreement,***" wherein certain lands are identified in **Exhibit 7-1** and **Exhibit 7-1A**, copies of which Exhibits are attached hereto and incorporated herein, as comprising Grantee's "***Replacement Corridor***", including some lands over which the Government holds a flowage easement; and

WHEREAS, Grantee has requested approval to construct, maintain, operate, repair and replace certain structures and facilities within the Replacement Corridor identified in and consistent with terms of the Agreement;

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That Government consents to Grantee's, its successors' and assigns' construction, operation, maintenance and utilization of the Replacement Corridor as a utility corridor to allow for guying and related appurtenances to be used for the construction, operation and maintenance of utility facilities including overhead and underground electric

transmission and distribution lines, including but not limited to wire, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines and appurtenant equipment for the transmission of substances, on over, across, in, on, upon and through the Replacement Corridor, together with the right to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage of, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them, upon, across, over, under or through the Replacement Corridor, with all rights and privileges necessary or convenient for the full enjoyment or use thereof. Grantee shall have these rights with the same force and effect as if the instruments evidencing the FPL fee and easements interests in the Replacement Corridor had been executed and delivered prior to the execution and delivery of the Grantor flowage easements, and without regard to the priority of recording of the Grantor flowage easements and instruments evidencing FPL's interests in the Replacement Corridor. Government further consents that provided that FPL's facilities are designed and constructed to accommodate a maximum water elevation of 10.5 feet NGVD 1929 elevation, Government shall not interfere with, interrupt or impair FPL's facilities or FPL's use of the Replacement Corridor. It is understood that this consent is effective only insofar as the property rights of the Government in the Replacement Corridor to be occupied by Grantee are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein. The areas of the Replacement Corridor affected by Government's perpetual flowage easements are more particularly described in the attached **Exhibit 7-1B,** which Exhibit is incorporated herein by reference.

2. That the proposed improvements, use and activities authorized on the Replacement Corridor by this Consent shall be consistent with the terms and conditions of this Consent and the Agreement.

3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government.

4. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the reasonable satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

5. That the Government shall not be responsible for damages to Grantee's property constructed or located below 10.5 feet NGVD 1929 elevation, or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on the Replacement Corridor at the invitation of the Grantee or the invitation of one of them, except to the extent caused by the negligent or willful actions of the Government, its agents, employees, contractors and subcontractors within the Replacement Corridor.

6. That with respect to Grantee's facilities constructed below 10.5 feet NGVD 1929 elevation, the Government shall in no case be liable for any damage, either hidden or

known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage to Grantee facilities constructed below 10.5 feet NGVD 1929 elevation. Government will not construct any improvements, nor grant or assign any rights, nor interfere with Grantee's use and enjoyment of Grantee's fee and easement interests, within the Replacement Corridor.

7. That the Grantee within the limits of its respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

8. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____ 2008.

UNITED STATES OF AMERICA

BY:_____

SHARON W. CONKLIN
Chief, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared SHARON W. CONKLIN, CHIEF, REAL ESTATE DIVISION, UNITED STATES ARMY CORPS OF ENGINEERS, personally known to me to be the person who subscribed to the foregoing instrument or who produced _____ as identification and acknowledged that she executed the same on behalf of UNITED STATES OF AMERICA THROUGH THE ARMY CORPS OF ENGINEERS and acknowledged that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

AGREED TO AND ACCEPTED
FLORIDA POWER& LIGHT COMPANY

BY:_____
Terry L. Hicks,
Vice President of Corporate Real Estate

_____
Witness

_____
Witness

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Terry L. Hicks, Vice President, Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of FLORIDA POWER & LIGHT COMPANY and acknowledged that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, State of Florida
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

EXHIBIT 7-1

Proposed Relocation of FPL Utility Corridor on Lands proposed to be conveyed in Fee Simple from the US (ENP/National Park Service) and Easements from the SFWMD, ACOE and TIITF

See attached:

1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A);

2) Key Map for Route Alignments, 1 sheet dated July 2, 2008 (Appendix 2-B);

3) Turkey Point Levee 500 kV lines, 120th St. Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008 (Appendix 2-C); and

4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2, dated July 2, 2008 (Appendix 2-D);

5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)

EXHIBIT 7-1 A

Legal Description of Replacement Corridor

[Legal descriptions to be provided following completion of surveys and are subject to the approval of the parties]

EXHIBIT 7-1 B

Legal Description: Areas of Replacement Corridor Affected by Perpetual Flowage Easements in Favor of the United States and Accompanying Plan Reflecting Same

[to be provided]

CONTINGENT AGREEMENT FOR AN EXCHANGE OF LANDS BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT COMPANY FOR EXCHANGE AND RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S LANDS AND INTERESTS IN LANDS LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA

This Contingent Agreement entered into this _____ day of _____, 2008, (hereinafter "**Agreement**") is entered into by the United States of America ("**United States**"), acting through the National Park Service (hereinafter "**NPS**") and the Florida Power & Light Company (hereinafter "**FPL**"), a Florida corporation, to address conditions for a proposed exchange and relocation of certain property interests of FPL (including provision of easements and other actions) to facilitate acquisitions authorized by the Everglades National Park and Expansion Act of 1989. NPS and FPL are collectively referred to as the "**Parties**", and sometimes individually as a "**Party**".

I. Recitals

1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. § 410r-5 *et seq.*, expanded the boundaries of the ENP to include approximately 109,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the United States (through NPS and the United States Army Corps of Engineers) to acquire lands within the designated area ("**ENP Expansion Area**"). The purposes of the expansion of ENP include the preservation of the outstanding natural features of the park, enhancement and restoration of the ecological values natural hydrologic conditions and public enjoyment of such areas by adding the areas commonly known as the Northeast Shark River Slough and the East Everglades, and assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and as well as the United States Army Corps of Engineers ("**ACOE**") are further authorized by 16 U.S.C. § 410r-8 to acquire lands in addition to the designated 109,600 acres for the purposes of the construction of Modified Water Deliveries to ENP.

1.2 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida. It owns, and has owned since the 1960's and early 1970's, a 330' to 370' wide corridor of property approximately 7.4 miles in length through what has become the ENP Expansion Area, and in additional areas authorized for acquisition by the NPS and the ACOE (collectively, the "**FPL Property**"). The FPL Property to be acquired by the United States pursuant to this Agreement is more particularly identified in **Appendix 1** to this Agreement. The FPL Property is approximately 320 acres.

1.3 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure necessary for the transmission of high voltage electrical power for the benefit of the citizens of South Florida and that this contingent land exchange, when coupled with the complementary transactions referenced in Section 1.9, will maintain the viability of FPL's property as a contiguous corridor.

1.4 NPS asserts that utilization of the present FPL Property for an electrical transmission corridor which would bisect a portion of the ENP Expansion Area is contrary to the intended purposes of the ENP Expansion Area. The use of the terms "corridor", "transmission corridor", "utility corridor" or "replacement corridor" in this Agreement is not an admission or acknowledgement by NPS that the use of the FPL Property as a transmission corridor is permissible or suitable as FPL has not begun the permitting process.

1.5 The Parties agree that each will benefit from resolution of this dispute through a negotiated agreement.

1.6 The Parties have identified approximately 260 acres of property and interests at the eastern edge of the ENP Expansion Area that, if exchanged pursuant to the terms of this Agreement and approved for development for electrical transmission facilities, would have substantially less impact on the ENP, including the ENP Expansion Area, compared to use of the present FPL Property if used for the development of electrical transmission facilities. In fact, the relocation of lands held by FPL from the interior of the ENP Expansion Area to the eastern edge of the ENP Expansion Area and use of such lands as an electrical transmission facility, if approved for development, is more compatible with plans to restore more natural water flows to ENP than comparable development and use of the existing FPL Property. Restoration of more natural water flows in the ENP Expansion Area will enhance ENP purposes, resources and values. Relocation of the FPL lands and maintaining the viability of electrical transmission recognizes the public benefits of electrical power transmission facilities. Utilization of property along the eastern edge of the ENP Expansion Area in lieu of the FPL Property would minimize the need for utility access roads in wetlands due to the ability to share access for utility facilities with the South Florida Water Management District along its existing levee roads. The Parties agree that the development of the FPL lands for use as an electrical transmission facility requires various governmental approvals, including an ACOE Clean Water Act Section 404 permit. The Parties recognize that NPS does not have veto authority over Section 404 permits issued by the ACOE, but plays a consultative role during the public review and comment period on the draft permit. In the event that NPS identifies concerns with the draft Section 404 permit, NPS pledges to work with the ACOE and FPL to develop appropriate mitigation or other actions to ameliorate those concerns to the maximum extent practicable, recognizing that the issuance of the permit is solely the responsibility

of the ACOE. NPS agrees to work in good faith to identify any impacts and to work diligently to resolve any concerns.

1.7 The Parties recognize and agree that exchanges and relocation of lands and interests in lands, as described in this Agreement, are contingent upon enactment of legislation by the Congress of the United States approving ratifying, or confirming this Agreement.

1.8 Subject to legislative approval as described in Section 1.7 above and subject to the conditions set forth in this Agreement, the Parties shall exchange and relocate the following property interests more particularly described in **Appendices 1 and 2** to this Agreement:

a. That **FPL** convey in fee simple to the United States all of its right, title and interest in the lands within ENP as specifically described in **Appendix 1**, free and clear of all liens and encumbrances other than those agreed upon by the United States. The deed conveying such property shall be in substantially the form of the attached **Appendix 1A.**

b. That **FPL** shall release all of its right, title and interest in the easement lands identified in Appendix 1. The release of easement shall be in substantially the form of the attached **Appendix 1B.**

c. That the **United States through the NPS** convey in fee simple to FPL property located along the eastern edge of the ENP Expansion Area being a corridor with a minimum width of 330 feet (greater than 330 feet in the area of corridor corners and turns) as depicted in **Appendix 2**, free and clear of all liens, encumbrances and restrictions, including but not limited to restrictions on use, other than those agreed to in writing by FPL as provided below. NPS agrees that, with legislative approval and subsequent conveyance of this property to FPL, any utilization of the conveyed property as a utility corridor is not subject to NPS regulation set forth at 36 C.F.R. Part 14. The Parties recognize and agree that the descriptions in **Appendix 2** will be updated following completion of surveys and engineering design. The deed from the United States to FPL shall be in substantially the form of the attached **Appendix 2A**. NPS will use best efforts to secure removal or subordination of the governmental encumbrances affecting the fee simple land described in **Appendix 2** to the interests of FPL during the Offer period described in Section 2.6 of this Agreement. NPS will use commercially reasonable efforts to remove the private encumbrances affecting this property. As used in this Agreement, "commercially reasonable efforts" shall mean efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Agreement and which do not require the performing Party to

expend any funds or assume liabilities other than expenditures and liability assumptions which are customary and reasonable in nature and amount in the context of the transactions contemplated by this Agreement.

d. That the **United States** through the NPS conveys to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is a minimum 90 feet in width as depicted in **Appendix 2-1**. The easement granting such rights shall be in substantially the form of the attached **Appendix 2B**. NPS agrees that, with legislative approval and subsequent conveyance of this perpetual easement to FPL, management of vegetation will be conducted in accordance with the terms of the easement and will not be subject to NPS regulation set forth at 36 C.F.R. Part 14.

1.9 The Parties recognize and intend that separate but complementary agreements will be negotiated and executed involving the ACOE for easements over certain federal lands held by the ACOE and with the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida ("**TIITF**"), a state agency, and the South Florida Water Management District ("**SFWMD**"), a public corporation, for interests in state lands as needed to achieve an equivalent, but environmentally preferable, contiguous transmission corridor in exchange for the current FPL property interests.

II. Undertakings of the Parties

2.1 Upon execution of this Agreement and enactment of legislation by the Congress ratifying the Agreement, and subject to Section 2.6 below, the Parties shall promptly implement the exchange of the lands and interests in lands as provided and described in this Agreement.

2.2 Prior to such action by the Congress, and subject to Section 2.10 below, no Party shall be required to undertake any action required by this Agreement or receive any benefit hereunder except that the Parties agree not to alienate, encumber, or otherwise effect a material change in the management of any lands or interests proposed to be exchanged or conveyed under this Agreement.

2.3 FPL agrees to support the terms of this Agreement during consideration by the Congress of legislation approving, ratifying or confirming the terms of this Agreement, and NPS similarly agrees to support the terms of this Agreement to the extent consistent with the legislative, budgetary, legal and programmatic policies of the Executive Branch of the United States. The Parties mutually agree that they will not seek to alter or have altered the terms of this Agreement, or to support legislative provisions that would have the consequence of altering the terms of this Agreement, without first trying in good faith and with due diligence to obtain the concurrence of the other Party to this Agreement in any such alteration, and will keep the other Party to this Agreement fully and timely

informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.

2.4 Notwithstanding any other provision of this Agreement, if the Congress enacts approving, ratifying or confirming legislation which amends or alters any of the terms of this Agreement in the absence of specific written concurrence of the Parties in such amendment or alteration, FPL shall have the right to terminate this Agreement without any further obligation hereunder by written notice received by the Director of the NPS.

2.5 This exchange, if ratified by Congress as provided in Sections 1.7 and 2.1 shall not be subject to the requirements of 16 USC § 460*l*-22(b) as: (1) the Parties and the ACOE have unsuccessfully attempted to negotiate over the value of the FPL Property for a period of years and this Agreement will avoid potential costly litigation over the fair market value of the FPL Property; (2) the provisions of 16 USC § 460*l*-22(b) apply to a land exchange between the NPS and one other entity, while this proposed exchange involves the ACOE and state parties in addition to FPL and NPS; and (3) the acreage relinquished by the NPS is less than the acreage to be conveyed to NPS by FPL and is of similar zoning.

2.6 In the event that legislation described in Section 2.1 is enacted into law, this Agreement shall constitute an offer from the United States to FPL (the "**Offer**"). FPL may accept the offer of the United States to enter into the exchange of interests in lands set forth in this Agreement by notice in writing to the Director at any time within ninety (90) days from the date of enactment of the legislation described herein.

2.7 The obligations and rights of the parties under this Agreement shall be effective and binding upon the Parties upon acceptance by FPL of the Offer as provided in Section 2.6 and the Parties shall promptly take actions necessary to execute and consummate the exchange.

2.8 Upon acceptance of the Offer, that FPL shall, simultaneously with and subject to the conveyance by the United States of all lands and interest described in **Appendix 2** to FPL as prescribed by this Agreement, convey or cause to be conveyed to the NPS all the right, title, and interest of FPL in the fee-owned lands particularly described in **Appendix** 1 and release all of FPL's right, title and interest in the easement lands described in **Appendix** 1. NPS shall, simultaneously with and subject to the conveyance by FPL of all right, title and interest of FPL in the fee-owned lands more particularly described in **Appendix 1** and release of all FPL right, title and interest in the easement lands described in **Appendix 1** to NPS, convey or cause to be conveyed to FPL the lands and interests more particularly described in **Appendix 2**. NPS shall also promptly take action to relocate the boundary of the ENP Expansion Area to the western edge of the lands conveyed to FPL.

2.9 The Parties agree that the exchange of lands and interests in lands held by FPL within the ENP Expansion Area and lands held by NPS that are the subject of this Agreement will enhance the restoration of more natural water flows to ENP. Restoration of more natural water flows will enhance the conservation of the outstanding resources and values of the area and further the purposes of ENP. The Parties agree that this Agreement results in mutual benefits, including maintaining the viability of electrical transmission in South Florida, enhancing the restoration of more natural water flows to ENP, and avoiding potential costly litigation related to the acquisition of FPL's present property interests within the East Everglades Expansion Area. However, in the event that the exchange of lands provided for in this Agreement is not consummated for any reason or is set aside because of a final and non-appealable order of a court of competent jurisdiction, the Parties shall return to their status and rights prior to the execution of this Agreement and the Parties agree to take whatever actions and execute whatever documents are necessary to restore the status quo ante the exchange.

2.10 Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party to this Agreement.

2.11 For the purposes of expediting execution of this Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement.

2.12 The Parties agree that, to the extent authorized by the legislation described in Section 1 of this Agreement, this Agreement may be amended by mutual consent of all the Parties hereto. If the NPS environmental assessment identifies effects requiring mitigation to support a finding of no significant impact on the contingent exchange that is the subject of this Agreement, the Parties agree to work in good faith to implement any additional mitigation as may be mutually agreed upon as appropriate to assure that there are no significant impacts from the contingent exchange.

2.13 No member or a delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to expand to this Agreement if made with a corporation for its general benefit.

[Signature pages follow]

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S RIGHT OF WAY LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA
[Signature Page]

Date: July 21, 2000

FPL:
FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____
Terry L. Hicks
Vice President of Corporate Real Estate

CONTINGENTAGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S RIGHT OF WAY LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA

[Signature Page]

Date: 7-24-08

NATIONAL PARK SERVICE, United States Department of the Interior

By: David Vela

David Vela, Regional Director,
Southeast Region,
National Park Service.

Appendix 1

Legal Description of FPL Property to be Conveyed, and Easements to be released, to the United States Pursuant to the Terms and Conditions of the Agreement

Property owned by Florida Power and Light Company located in the East Everglades Acquisition Area, between SW 8th Street and SW 120th Street, Miami, FL to be conveyed to the United States following execution of this Agreement, approval by Congress, and acceptance of the United States offer by FPL:

FPL Property to be Conveyed:

The West ½ of the West ½ of the East ½ of the West ½ of Section 3, Township. 55 South, Range 38 East, And

The West ½ of the West ½ of the East ½ of the West ½ of Section 10, Township 55 South, Range 38 East, less and except the South 660' feet thereof which is owned by Florida Power and Light Company; subject to a reserved easement for non-native vegetation management in favor of Florida Power and Light Company over the North 82.45 feet of the South 742.45 feet of said Section 10; and over which the U. S. Army Corps of Engineers has an easement, as described in a Declaration of Taking as recorded in Official Records Book ORB 18927, page 2948 of the Public Records of Miami-Dade County, Florida, And

The West 370 feet of Sections 10, 15, 22, 27 and 34, in Township 54 South, Range 38 East. All of the above in Miami-Dade County, Florida.

Subject to the exceptions noted in title commitments dated 3/15/07 and 3/12/07;

And

FPL Easements to be Released:

FPL easements over Government Lot 3:

i) As recorded in ORB 7237 Page 947 and more particularly described as follows:

Commence at the Northwest corner of Government Lot 3 which lies between Township 54 South and Township 55 South, Range 38 East, of Dade County, Florida; thence run North 89 degrees, 39 minutes, 28 seconds East, along the north line of said Government Lot 3 for a distance of 40.22 feet to the point of beginning of the parcel of land to be hereinafter described: ***From said point of beginning***, run South 4 degrees 22 minutes 17 seconds East for a distance of 75.19 feet; thence run North 89 degrees, 39 minutes, 28 seconds East, along a line 75 feet south of and parallel to the north line of said Government Lot 3 for a distance of 330.19 feet;

thence run North 4 degrees, 22 minutes 03 seconds West for a distance of 75.19 feet; thence run South 89 degrees, 39 minutes 28 seconds West, along the north line of said Government Lot 3, for a distance of 330.19 feet to the point of beginning.

ii) As described in that certain Order Taking filed to No. 72-14266 in the Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida dated September 25, 1972, as Parcel 92, containing approximately **19.60 acres, more or less:**

Commence at the Southwest corner of Government Lot 3 between Township 54 South and Township 55 South of Range 38 East of Dade County, Florida; thence run N89 degrees 31 minutes 10 seconds East, along the south line of said Government Lot 3, for a distance of 1319.79 feet to the Northeast corner of the West 1/2 of the NW1/4 of Section 3, Township 55 South, Range 38 East, ***being the Point of Beginning of the parcel hereinafter described***: From said Point of Beginning, thence run North 4 degrees 22 minutes 17 seconds West for a distance of 2666.81 feet to a point of intersection with the North line of said Government Lot 3, point of Intersection being 40.02 feet East of the NW corner of said Government Lot 3 as measured along the North line of said Lot 3; thence run N 89 degrees 39 minutes 28 seconds East, along the North line of said Lot 3, for a distance of 330.19 feet; thence run South 4 degrees 22 minutes 03 seconds East for a distance of 2665.99 feet to a point of intersection with the South line of said Lot 3; thence run South 89 degrees 31 minutes 10 seconds West along the South line of said Lot 3, for a distance of 329.95 feet to the Point of Beginning; ***LESS*** the North 75 feet thereof. Containing 19.60 acres of land, more or less.

Appendix 1-A

Deed from FPL to the United States of America for FPL Fee-Owned Lands within the ENP Expansion Area.

Prepared By:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Folio No._____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this _____ day of _____, 20___, by FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, having its mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, (**"Grantor"**), to THE UNITED STATES OF AMERICA, (**"Grantee"**).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, all of that certain land situated and located in Miami-Dade County Florida and more particularly described as follows:

The West ½ of the West ½ of the East ½ of the West ½ of Section 3, Township. 55 South, Range 38 East, And

The West ½ of the West ½ of the East ½ of the West ½ of Section 10, Township 55 South, Range 38 East, less and except the South 660 feet thereof which is owned by Florida Power and Light Company and over which the U. S. Army Corps of Engineers has an easement, as described in a Declaration of Taking as recorded in Official Records Book ORB 18927, page 2948 of the Public Records of Miami-Dade County, Florida, And

The West 370 feet of Sections 10, 15, 22, 27 and 34, in Township 54 South, Range 38 East.
Subject to the exceptions noted in title commitments dated 3/15/07 and 3/12/07.

FPL expressly reserves an easement over the North 82.45 feet of the South 742.45 feet of said Section 10, Township 55 South, Range 38 East ("Easement Area") for the

purpose of removing fire prone exotics which pose a fire risk to FPL's facilities, including but not limited to melaleuca and Australian pine, in accordance with FPL's Vegetation Management Program and as mutually agreed upon with the National Park Service, within the Easement Area. Grantor understands that herbicides applied within the Easement Area shall only be those registered by the U.S. Environmental Protection Agency and which have state approval. Herbicide application rates and concentrations will be in accordance with label directions and will be carried out by a licensed applicator, meeting all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used within the easement unless the effects on non-targeted vegetation are minimized. Grantor understands and agrees that an Integrated Pest Management Plan must be submitted for each herbicide application. Grantor and Grantee agree to coordinate the Integrated Pest Management Plan within the Easement Area. Grantor and Grantee agree to coordinate fire management within the Easement Area and adjacent lands of the United States.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

Grantor hereby binds itself and its successors to warrant the title as against all acts of the Grantor and against the claims and demands of all persons claiming by or through Grantor herein and no other, subject only to the matters set forth above.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be affixed hereto, and this instrument to be signed by its duly authorized officer on the date first above written.

Executed in the presence of:

Grantor:
FLORIDA POWER & LIGHT COMPANY

_____
Print Name:_____

By: _____
Terry L. Hicks
Vice President of Corporate Real Estate

_____
Print Name:_____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared, Terry L. Hicks, Vice President of Corporate Real Estate, of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

_____
NOTARY PUBLIC, STATE OF FLORIDA

Accepted By:

_____
On behalf of the United States of America

Appendix 1-B
FPL Release of Easement over Lands within the ENP Expansion Area
1 of 2

This Instrument prepared by
and return to following recording:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

RELEASE OF EASEMENT

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 (the "**Grantor**"), the owner and holder of an easement dated _____ and recorded in Official Record Book 7237, Page 947 of the Public Records of Miami-Dade County, Florida (the "**Easement**"), for and in consideration of certain benefits accruing to it, does hereby release unto the UNITED STATES OF AMERICA any and all right, title or interest as lies within the property described on the attached **Exhibit "A" ("Property").**

And hereby agrees that from and after the date hereof the Property shall be freed of said Easement and the rights and privileges granted therein and any other right, title or interest of the Grantor in the Property. **This release applies only to the Property.**

IN WITNESS WHEREOF, Grantor has caused this Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this _____ day of _____, 20____.

Signed, Sealed & Delivered in
The Presence of:

_____
Print Name:_____

_____
Print Name:_____

Grantor:
FLORIDA POWER AND LIGHT COMPANY

BY:_____
Terry L. Hicks
Vice President of Corporate Real Estate

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____day of _____, 2008, by, Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation, being duly authorized to do so, and who is personally known to me.

_____
Notary Public

_____
Print
My Commission Expires: _____

Accepted by

_____

On behalf of the United States of America

Exhibit "A"
Legal Description of Property Released From FPL Easement

Commencing at the Northwest corner of Government Lot 3 which lies between Township 54 South and Township 55 South, Range 38 East, of Dade County, Florida; thence run North 89 degrees, 39 minutes, 28 seconds East, along the north line of said Government Lot 3 for a distance of 40.02 feet to the point of beginning of the parcel of land to be hereinafter described: ***From said point of beginning***, run South 4 degrees 22 minutes 17 seconds East for a distance of 75.19 feet; thence run North 89 degrees, 39 minutes, 28 seconds East, along a line 75 feet south of and parallel to the north line of said Government Lot 3 for a distance of 330.19 feet; thence run North 4 degrees, 22 minutes 03 seconds West for a distance of 75.19 feet; thence run South 89 degrees, 39 minutes 28 seconds West, along the north line of said Government Lot 3, for a distance of 330.19 feet to the point of beginning; being the same easement conveyed by Kendall-Krome Industrial Park, Inc., to Florida Light and Power Company, by Right of Way Agreement dated May 18, 1971 and recorded in Book 7237, Page 947 of the Official Records of Miami-Dade County.

Appendix 1-B
FPL Release of Easement over Lands within the ENP Expansion Area
2 0F 2

This Instrument prepared by
and return to following recording:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 (the "**Grantor**"), the owner and holder of an easement as described in that certain Order of Taking filed to No. 72-14266 in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida dated September 25, 1972, as **Parcel 92**, containing approximately **19.60 acres, more or less** (the "**Easement**"), for and in consideration of certain benefits accruing to it, does hereby release unto the UNITED STATES OF AMERICA so much of said Easement and any other right, title, or interest as lies within the property described on the attached **Exhibit "A"** ("**Property**")which is incorporated herein by reference.

And hereby agrees that from and after the date hereof the Property shall be freed of said Easement and the rights and privileges granted therein and any other right, title or interest of the Grantor in the Property. **This release applies only to the Property and in no way affects other lands covered by the Order of Taking filed to No. 72-14266 in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida dated September 25, 1972.**

IN WITNESS WHEREOF, Grantor has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this _____ day of _____, 20__.

Signed, Sealed & Delivered in
The Presence of:

_____
Print Name:_____

_____
Print Name:_____

Grantor:
FLORIDA POWER AND LIGHT COMPANY

BY:_____
Terry L. Hicks
Vice President of Corporate Real Estate

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____day of _____, 2008 by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation, being duly authorized to do so, and who is personally known to me.

_____
Notary Public

_____
Print
My Commission Expires: _____

Accepted By:

_____
On behalf of the United States of America

Exhibit "A"

As described in that certain Order Taking filed to No. 72-14266 in the Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida dated September 25, 1972, as Parcel 92, containing approximately **19.60 acres, more or less:**

Commence at the Southwest corner of Government Lot 3 between Township 54 South and Township 55 South of Range 38 East of Dade County, Florida; thence run N89 degrees 31 minutes 10 seconds East, along the south line of said Government Lot 3, for a distance of 1319.79 feet to the Northeast corner of the West 1/2 of the NW1/4 of Section 3, Township 55 South, Range 38 East, ***being the Point of Beginning of the parcel hereinafter described***: From said Point of Beginning, thence run North 4 degrees 22 minutes 17 seconds West for a distance of 2666.81 feet to a point of intersection with the North line of said Government Lot 3, point of Intersection being 40.02 feet East of the NW corner of said Government Lot 3 as measured along the North line of said Lot 3; thence run N 89 degrees 39 minutes 28 seconds East, along the North line of said Lot 3, for a distance of 330.19 feet; thence run South 4 degrees 22 minutes 03 seconds East for a distance of 2665.99 feet to a point of intersection with the South line of said Lot 3; thence run South 89 degrees 31 minutes 10 seconds West along the South line of said Lot 3, for a distance of 329.95 feet to the Point of Beginning; ***LESS*** the North 75 feet thereof. Containing 19.60 acres of land, more or less.

Appendix 2

Description of property interests to be conveyed to FPL by The United States of America.

The Parties agree that legal descriptions of the property interests identified below shall be generated by survey following the execution of this Agreement.

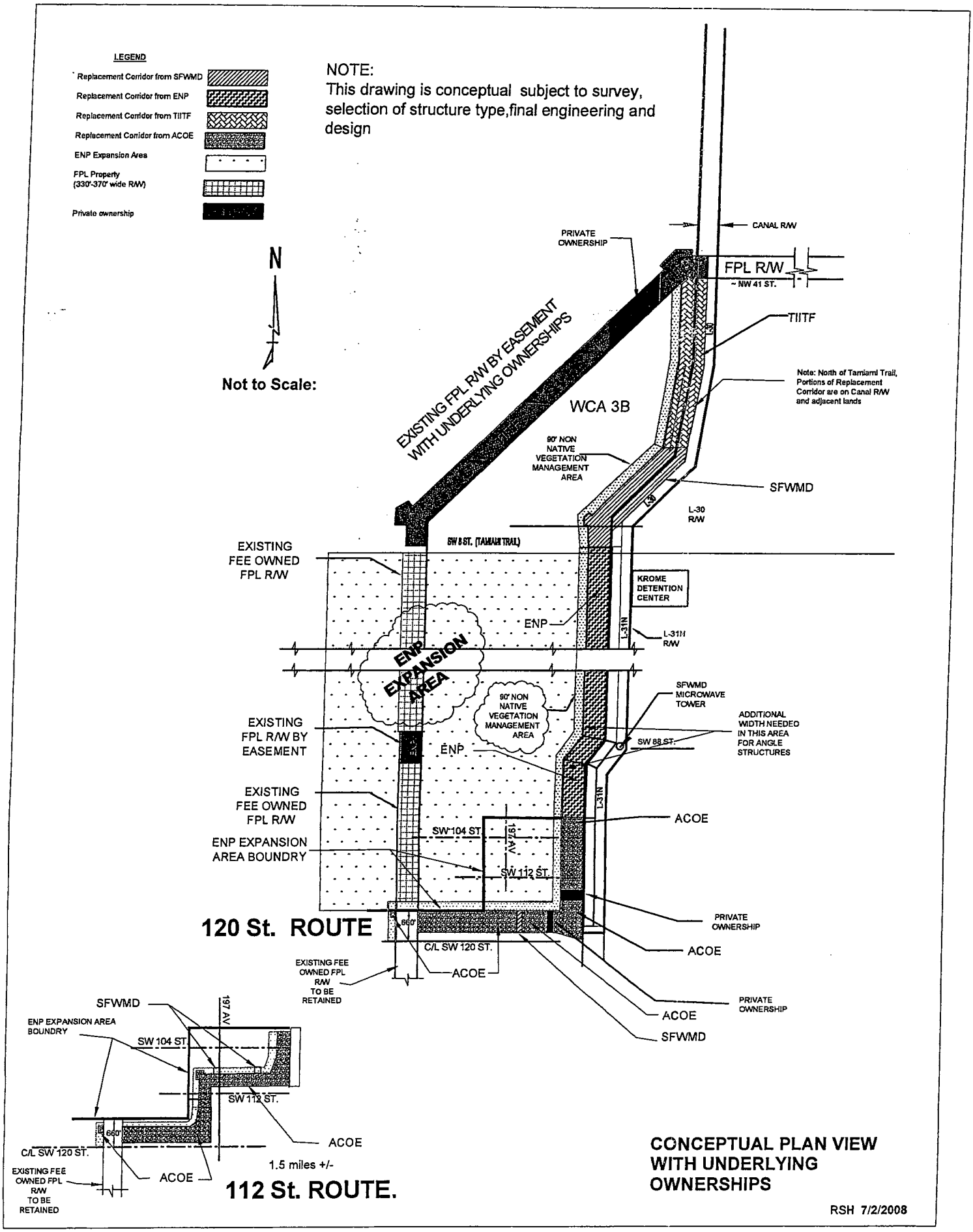
1) **Fee Conveyance from the United States to FPL.** The United States shall convey to FPL, in fee simple absolute, a corridor of at least 330' in width at the eastern edge of the ENP Expansion as more particularly shown on the plan attached hereto as Appendix 2-1 and identified as the **"US Fee Conveyance"**.

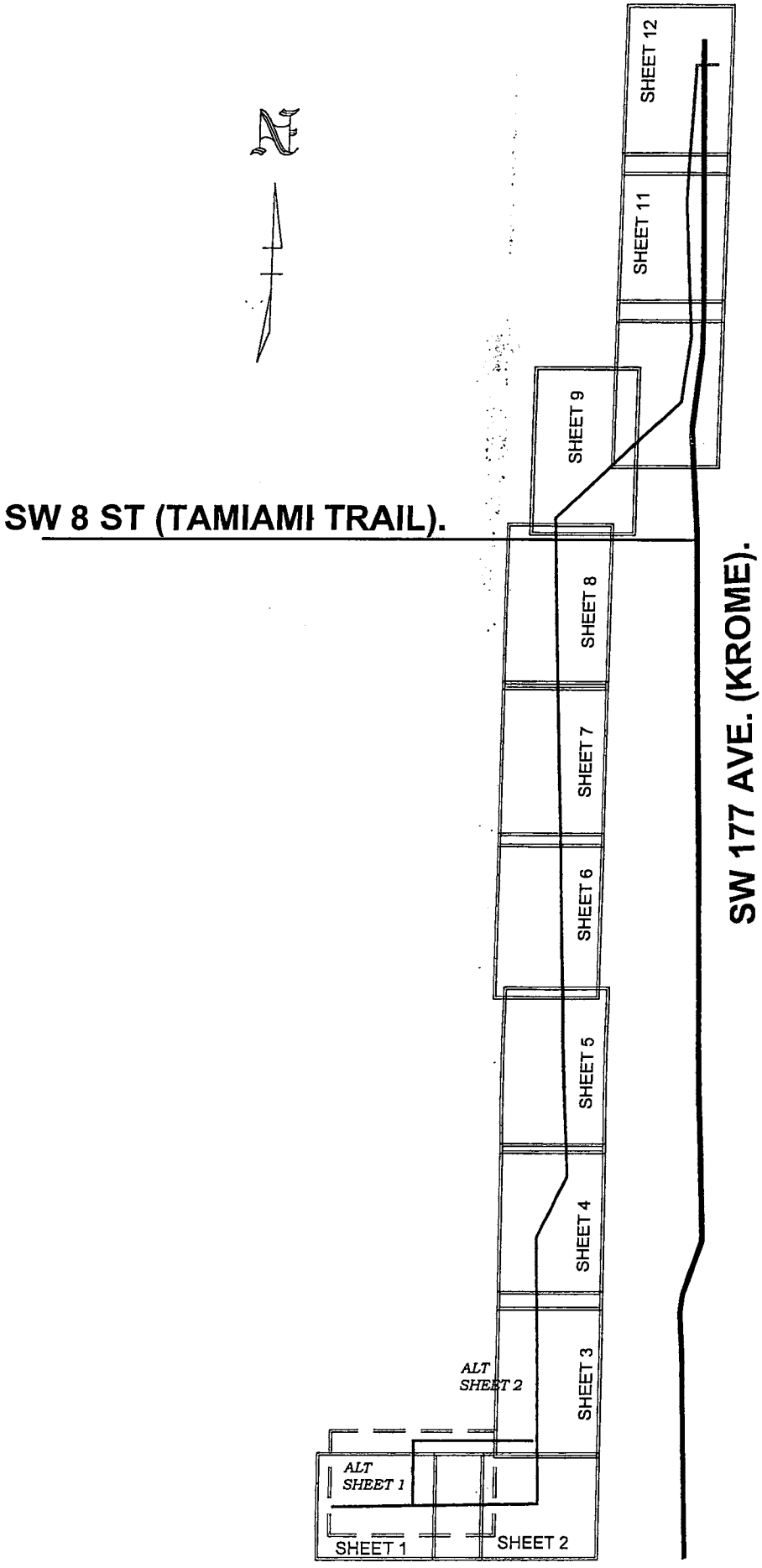
2) **Non-Native Vegetation Management Easements from the United States acting through the National Park Service to FPL.** The United States shall grant to FPL easements, 90' in width, for the management of non-native vegetation, as more particularly shown on the plan attached hereto as Appendix 2-1 with each such easement being identified as an **"NPS Non-Native Vegetation Management Easement"**.

Appendix 2-1
Plan of Easements and Fee Conveyances

1) Conceptual Plan with Underlying Ownerships dated July 2, 2008;
2) Key Map for Route Alignments dated July 2, 2008;
3) Turkey Point Levee 500 kV Lines, 120th Street Alignment, Conceptual Right of Way (12 sheets) dated July 2, 2008;
4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way (2 sheets) dated July 2, 2008

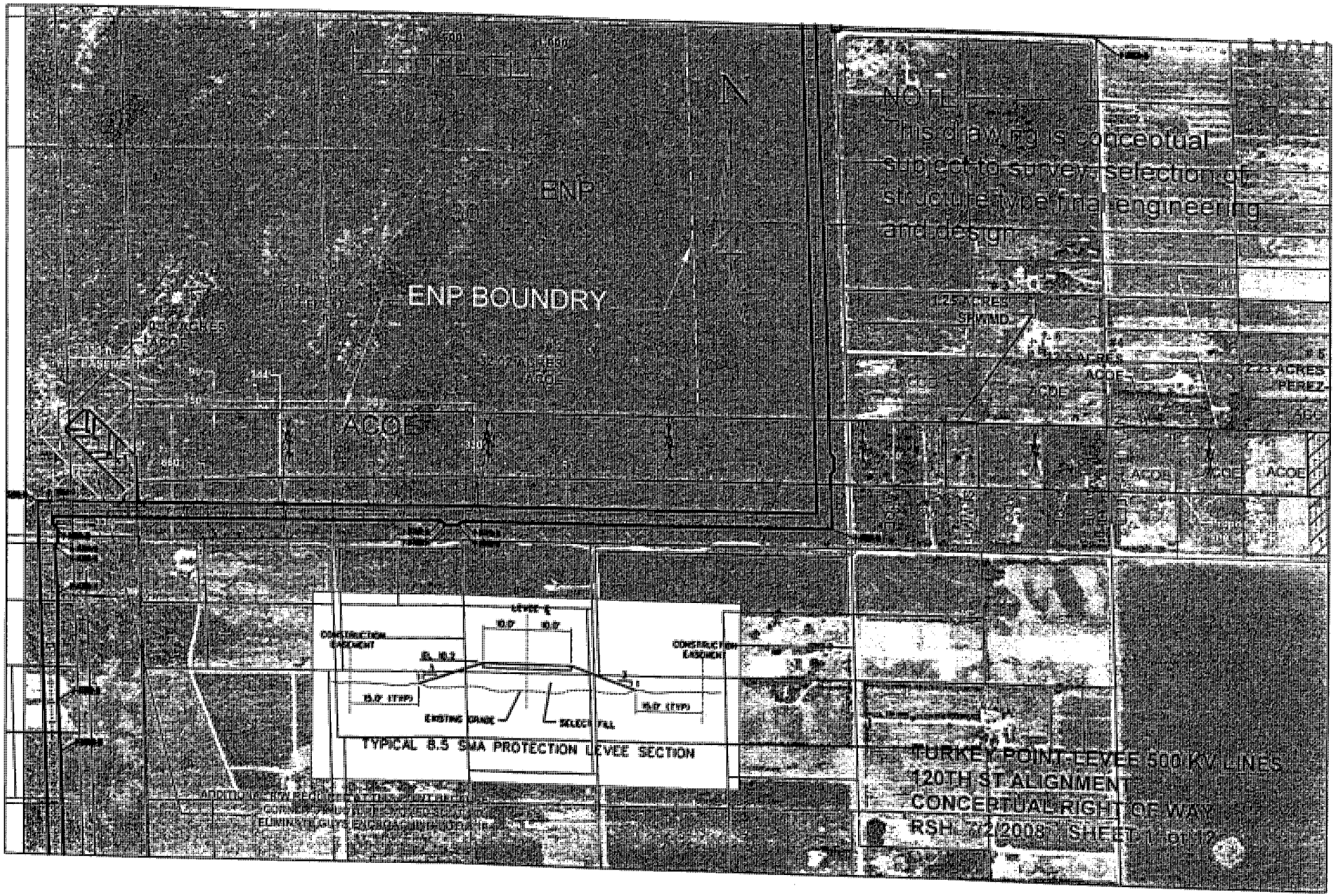
The Parties agree that the above plans are preliminary with final plans to be provided upon completion of engineering and survey.

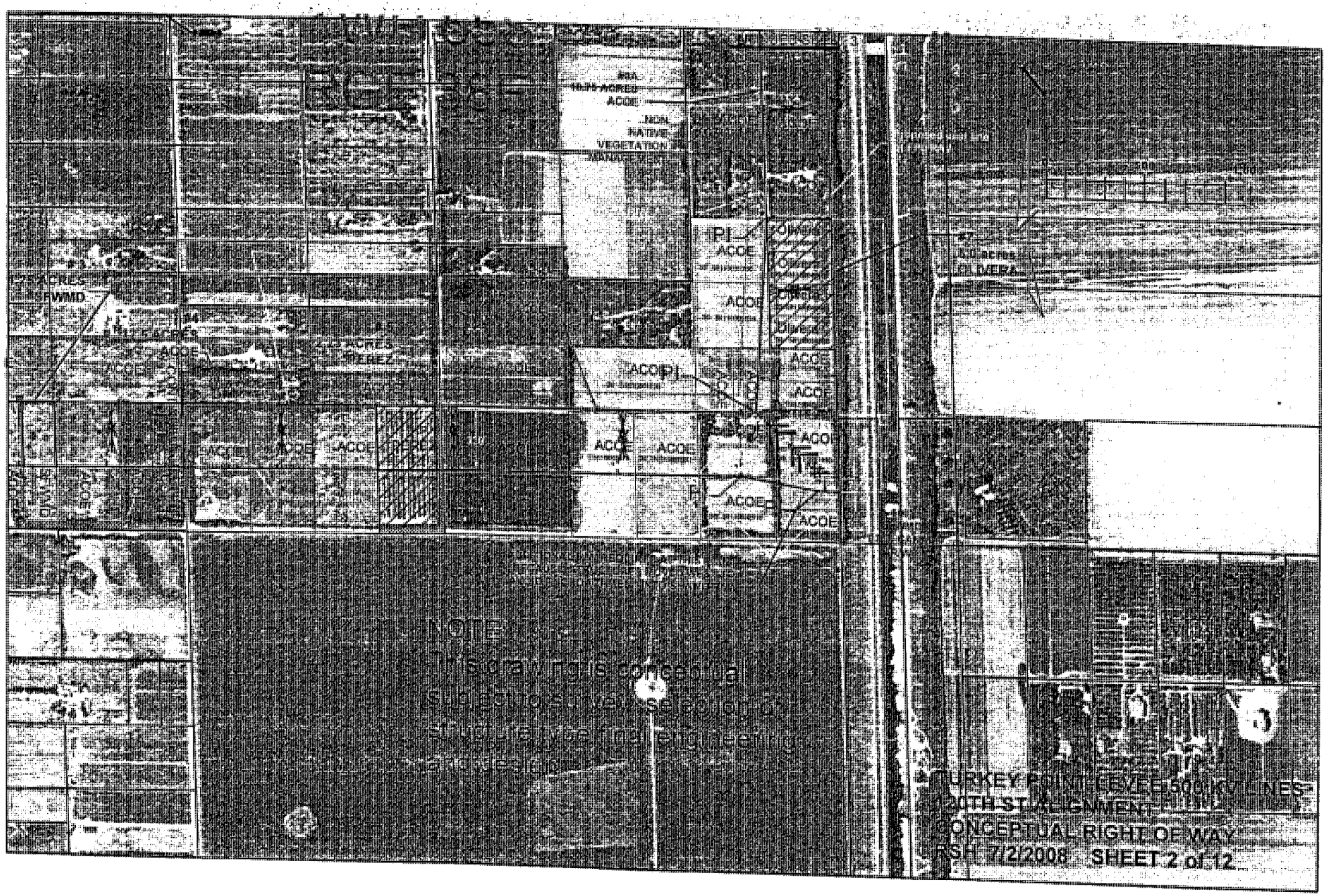

LEGEND
Replacement Corridor from SFWMD
Replacement Corridor from ENP
Replacement Corridor from TIITF
Replacement Corridor from ACOE
ENP Expansion Area
FPL Property (330'-370' wide R/W)
Private ownership
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
N
Not to Scale:
PRIVATE OWNERSHIP
CANAL R/W
FPL R/W
NW 41 ST.
TIITF
Note: North of Tamiami Trail, Portions of Replacement Corridor are on Canal R/W and adjacent lands
EXISTING FPL R/W BY EASEMENT WITH UNDERLYING OWNERSHIPS
WCA 3B
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD
L-30 R/W
SW 8 ST. (TAMIAMI TRAIL)
EXISTING FEE OWNED FPL R/W
KROME DETENTION CENTER
ENP
L-31N
L-31N R/W
ENP EXPANSION AREA
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD MICROWAVE TOWER
ADDITIONAL WIDTH NEEDED IN THIS AREA FOR ANGLE STRUCTURES
EXISTING FPL R/W BY EASEMENT
ENP
SW 88 ST.
EXISTING FEE OWNED FPL R/W
ACOE
ENP EXPANSION AREA BOUNDRY
SW 104 ST
197 AV
SW 112 ST.
120 St. ROUTE
660'
C/L SW 120 ST.
PRIVATE OWNERSHIP
ACOE
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
ACOE
PRIVATE OWNERSHIP
SFWMD
SFWMD
ENP EXPANSION AREA BOUNDRY
197 AV
SW 104 ST
SW 112 ST.
660'
ACOE
C/L SW 120 ST.
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
1.5 miles +/-
112 St. ROUTE.
CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS
RSH 7/2/2008



KEY MAP
FOR ROUTE
ALIGNMENTS

RSH 7/2/08


NOTE
This drawing is conceptual
subject to survey, selection of
structure type, final engineering
and design
ENP
ENP BOUNDRY
ACOE
TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 72 (2008) SHEET 1 of 12


NOTE
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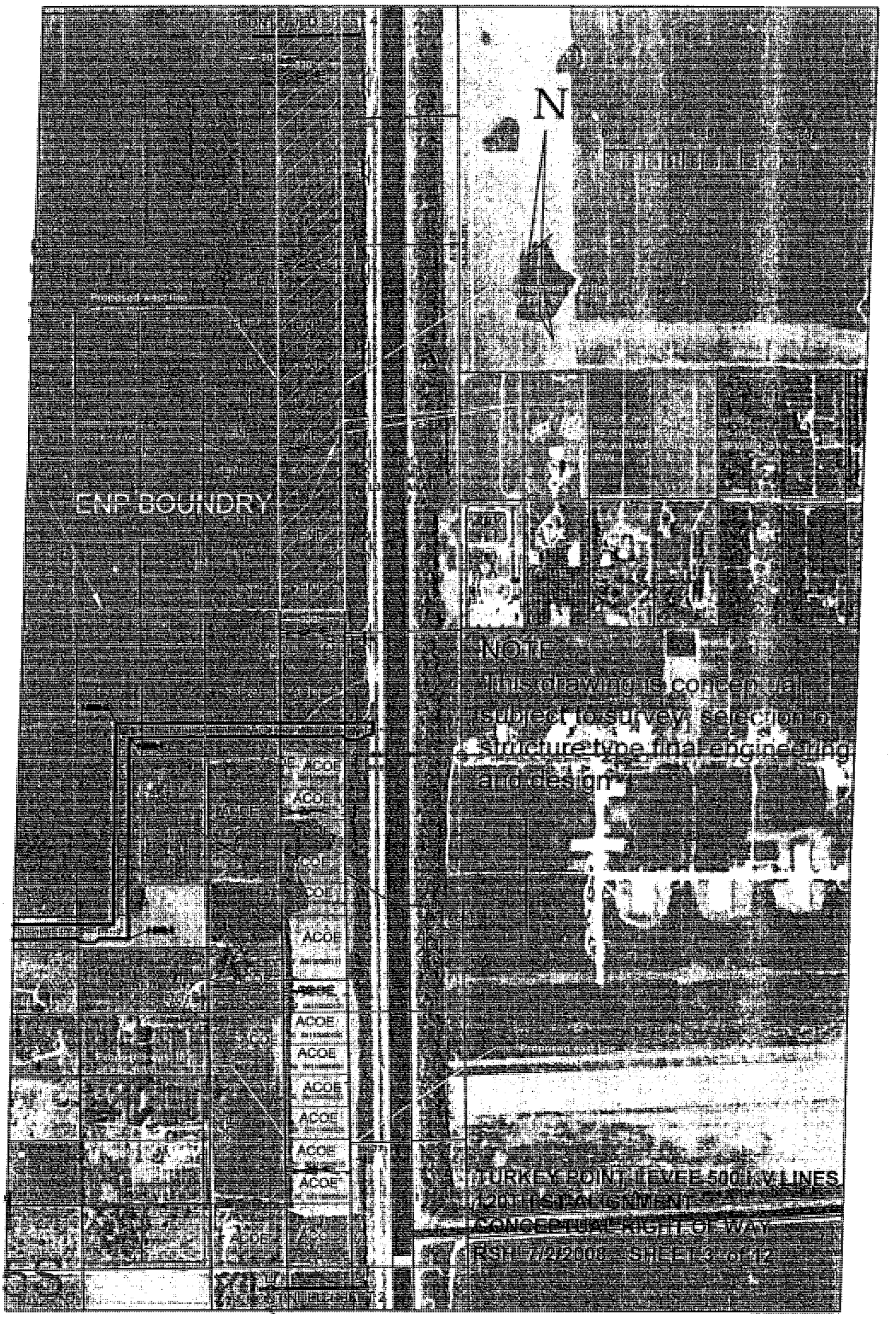
subject to survey, separation of
structure, wire, final engineering
and modeling
TURKEY POINT LEVEL 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 2 of 12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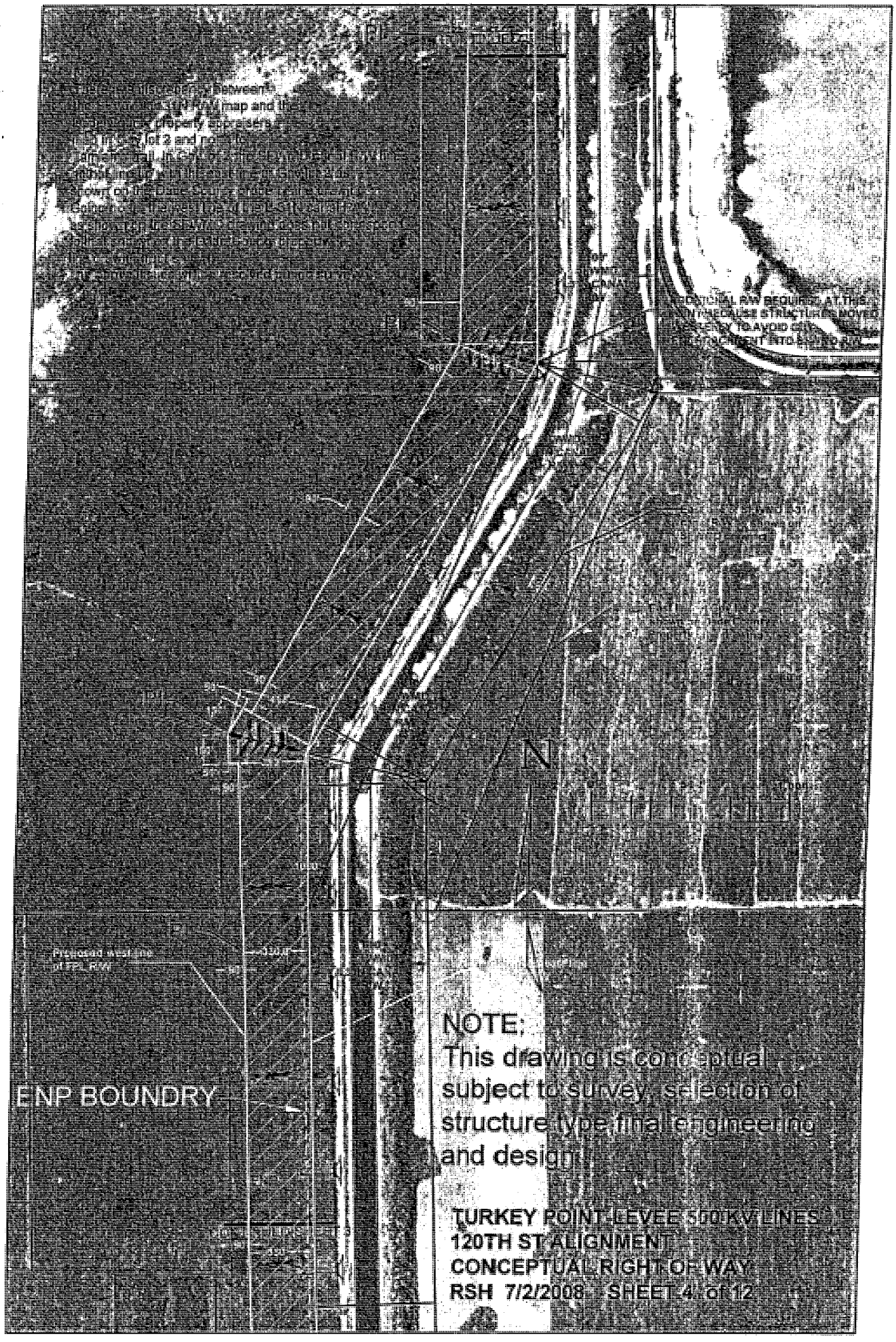
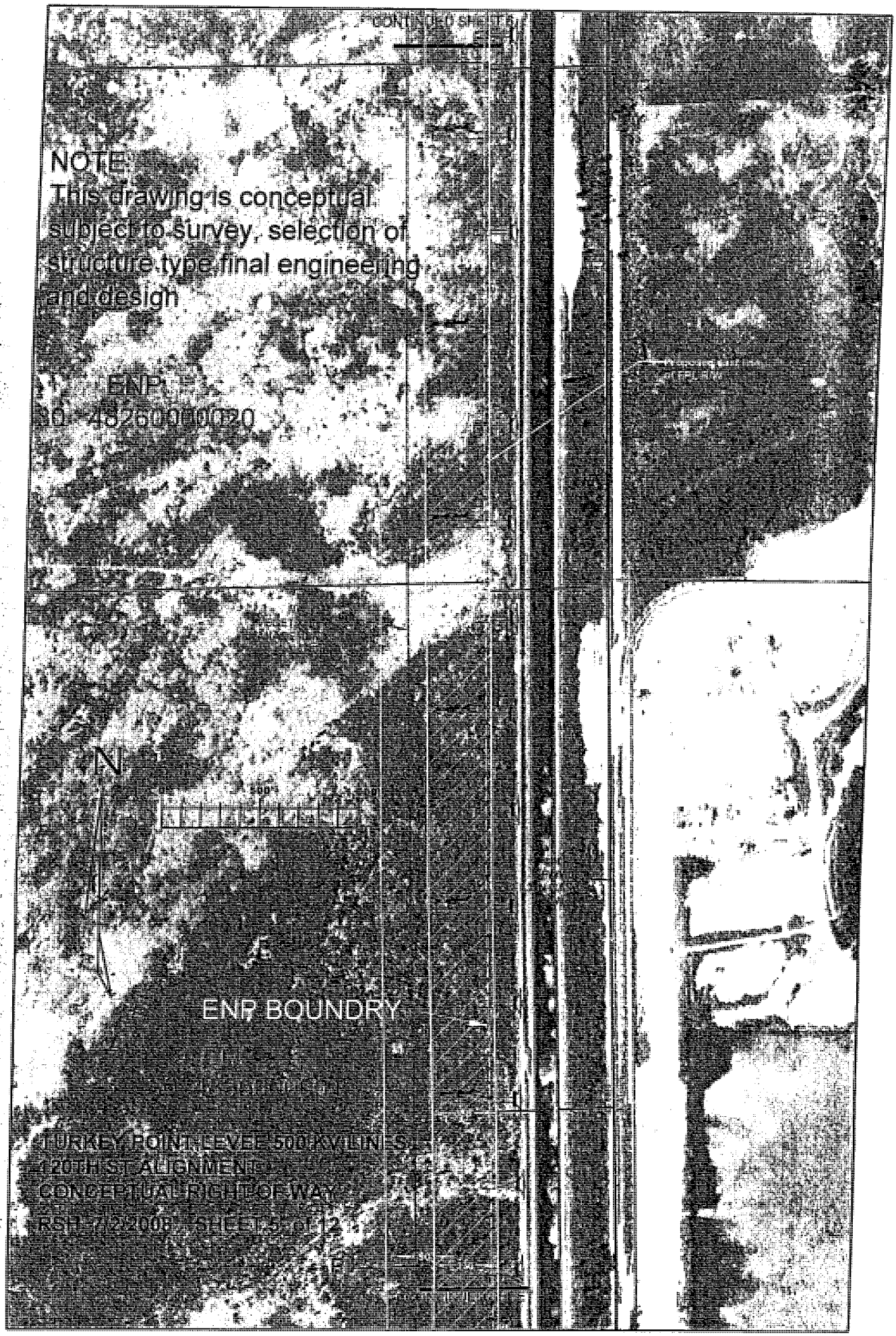
ENP BOUNDRY
NOTE
This drawing is conceptual subject to survey, selection to structure type final engineering and design
ACOE
TURKEY POINT TO EVER 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 3 of 12


NOTE;
This drawing is conceptual subject to survey, selection of structure type final engineering and design.
ENP BOUNDRY
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 4 of 12


CONTINUED ON SHEET 6
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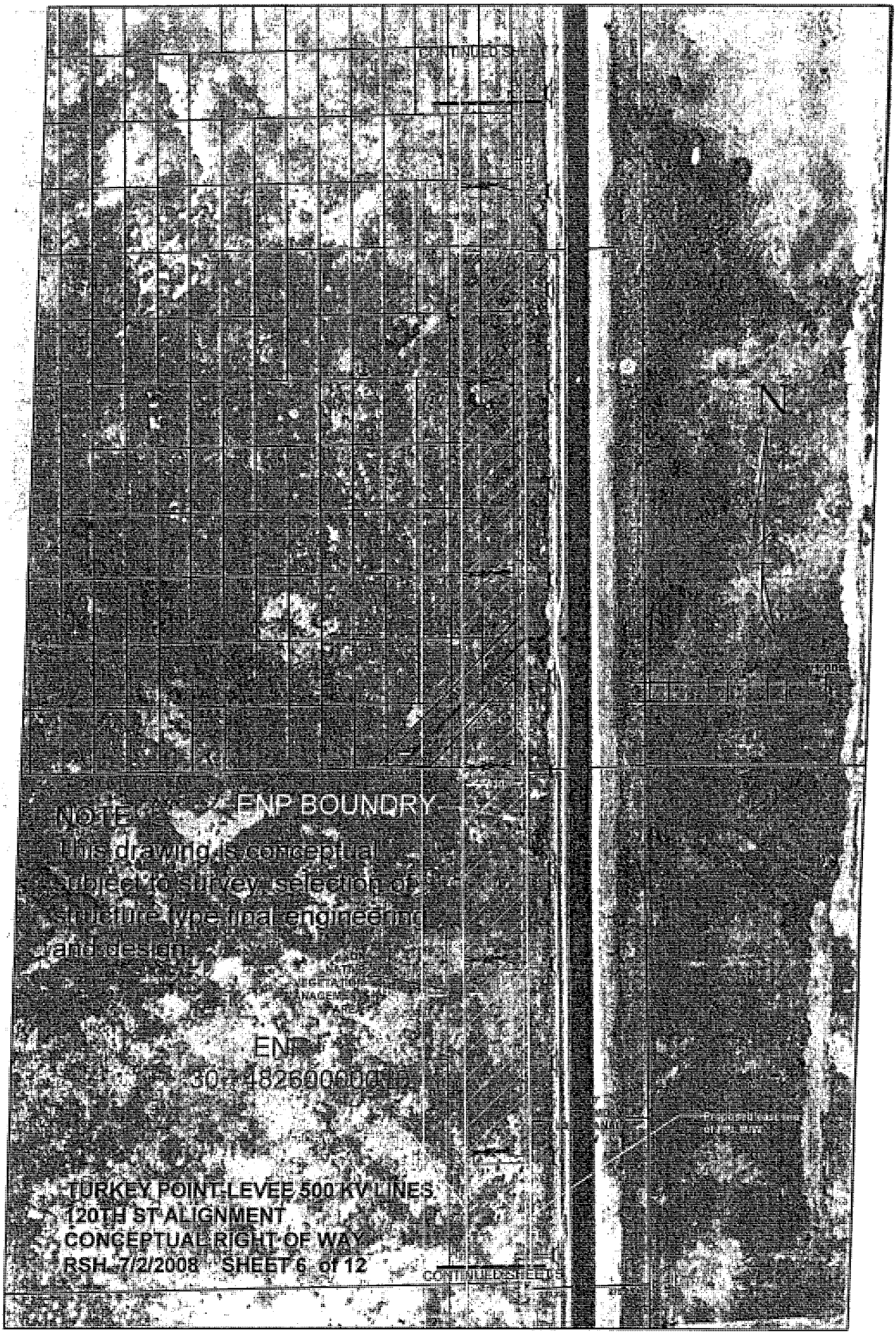
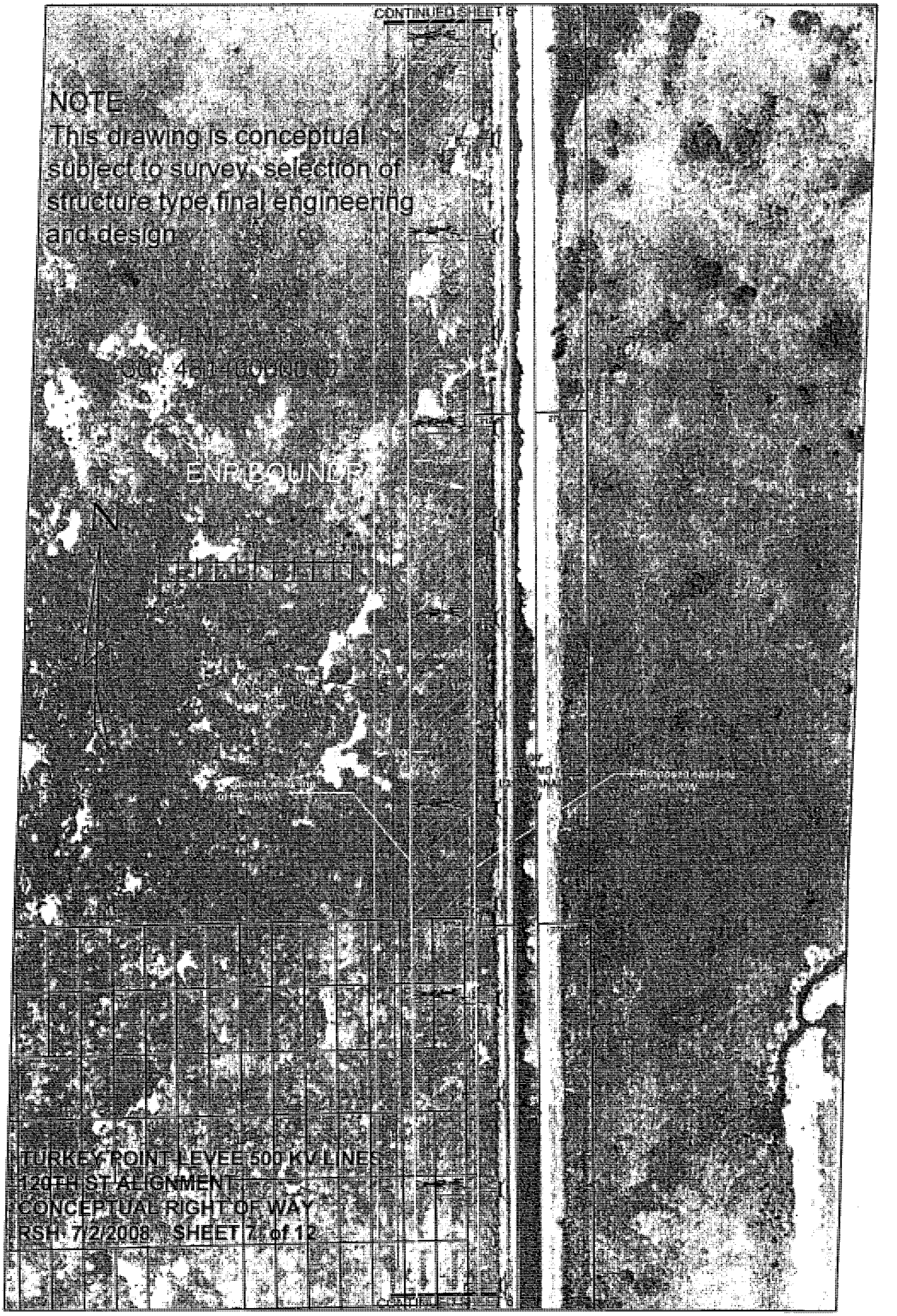
ENP
30-48260010020
N
ENP BOUNDRY
TURKEY POINT-LEVEE 500 KV LIN
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 5 of 12

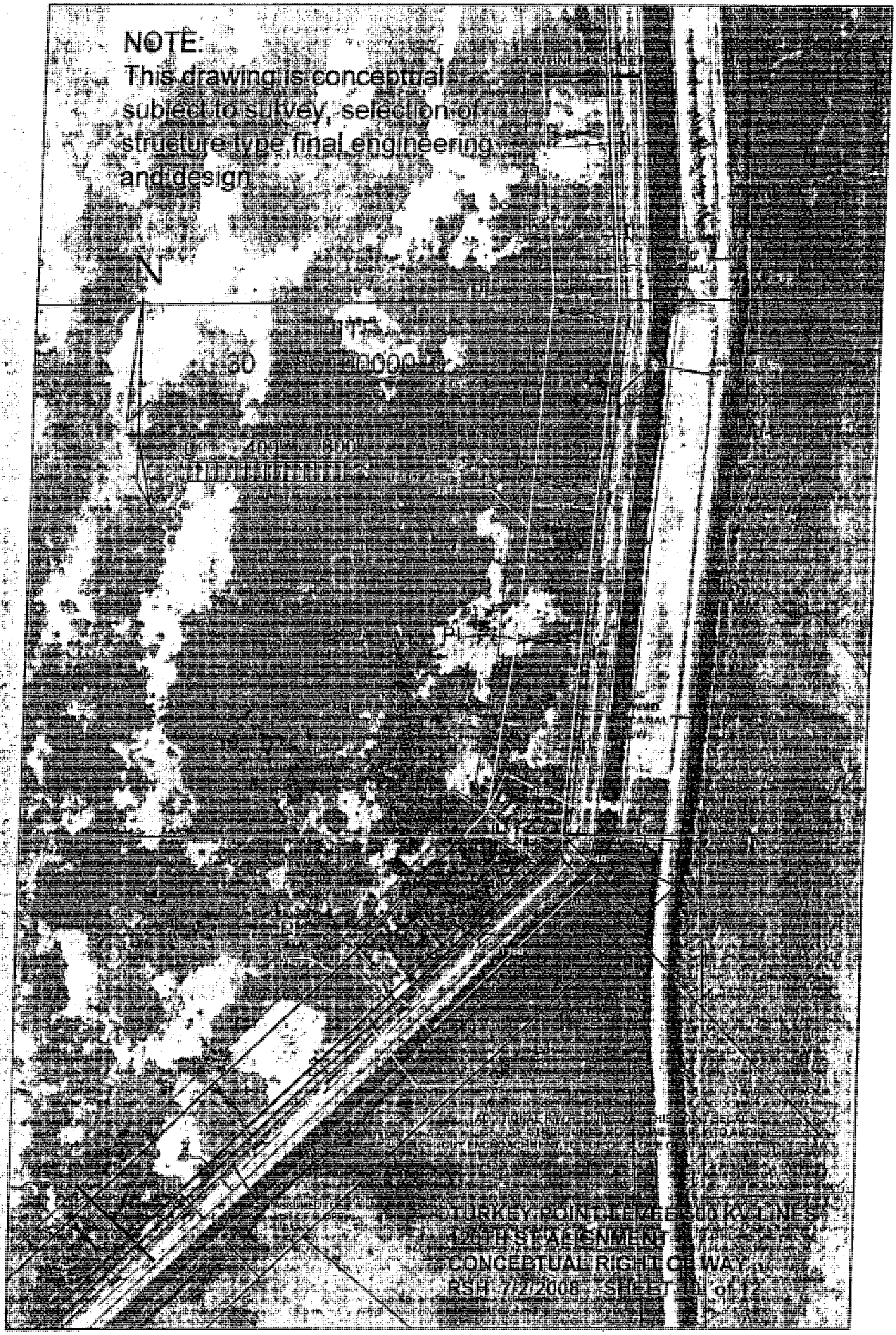


TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT-OF-WAY
RSH 7/2/2008 SHEET 6 of 12


CONTINUED SHEET 6
NOTE
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
ENR BOUNDRY
N
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 7 of 12
CONTINUED SHEET 8

CONTINUED SHEET 9
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
ENP BOUNDRY
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 8
CONTINUED SHEET 7

Offset Criteria Per SFWMD - (07/02/2007)
Use the greater of either:
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
N
NOTE
This drawing is conceptual subject to survey, selection of structure type final engineering and design
SFWMD
30 4801000010
0' 400' 800'
SCALE
West line of L-30 Canal R/W line
NON NATIVE VEGETATION MANAGEMENT
PROPOSED WEST LINE OF R/W
#10
57.1 ACRES SFWMD
PROPOSED EAST LINE R/W
SFWMD
L-30 CANAL R/W
40'
SFWMD
30 4802000010
ASSUMED TOE OF SLOPE
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 9 of 12
CONTINUED SHEET 8


NOTE:
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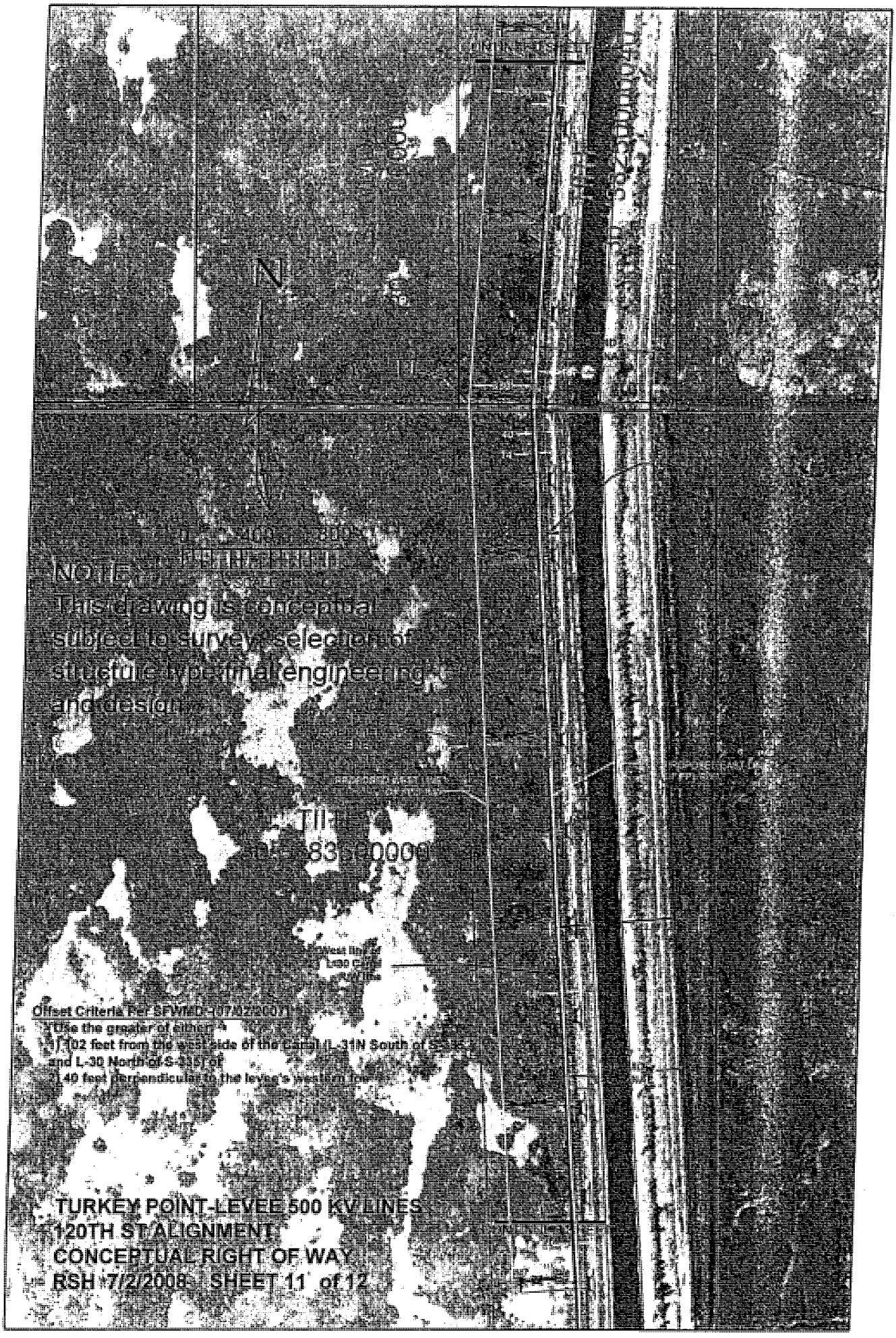
0 400 800
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 10 of 12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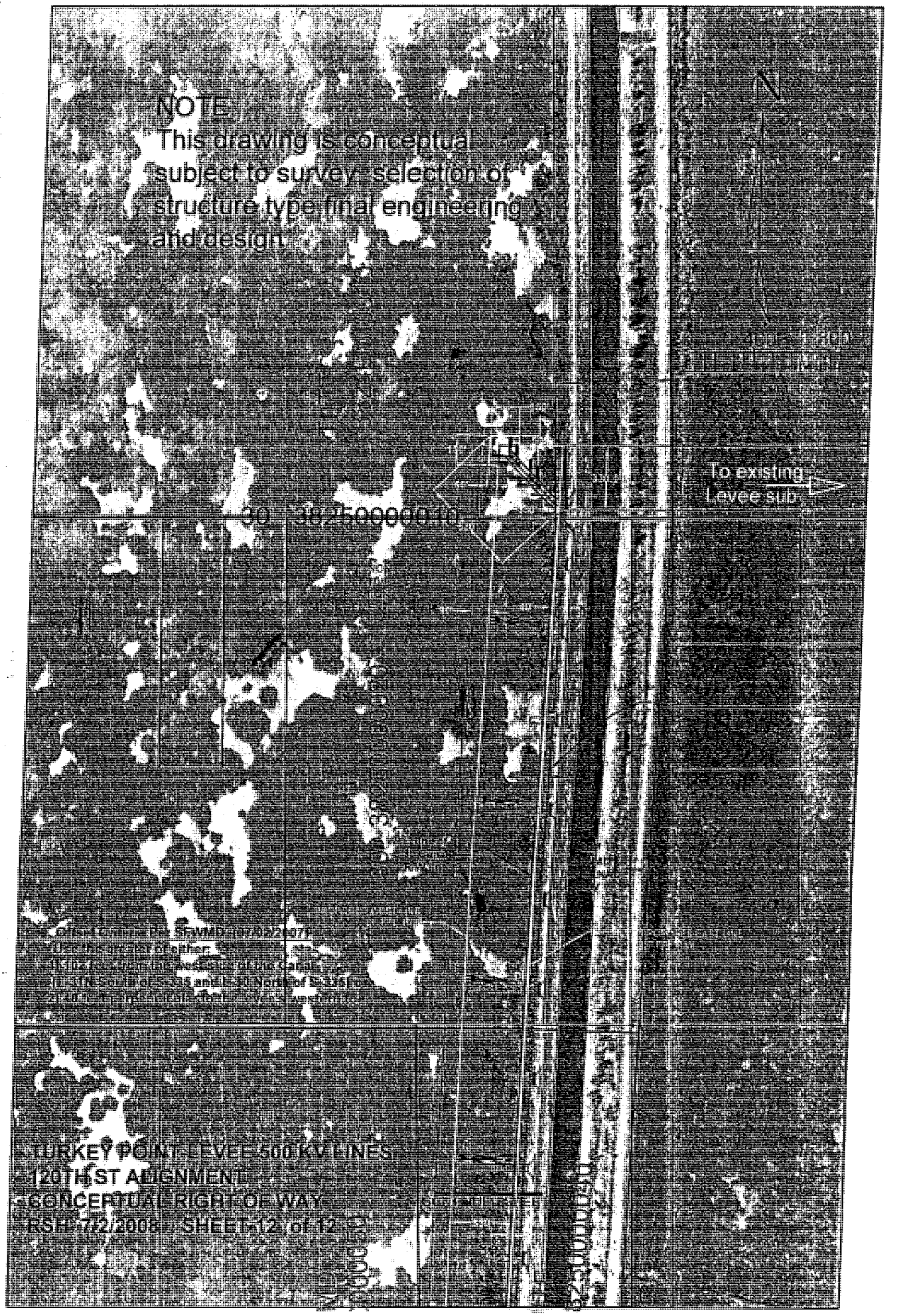
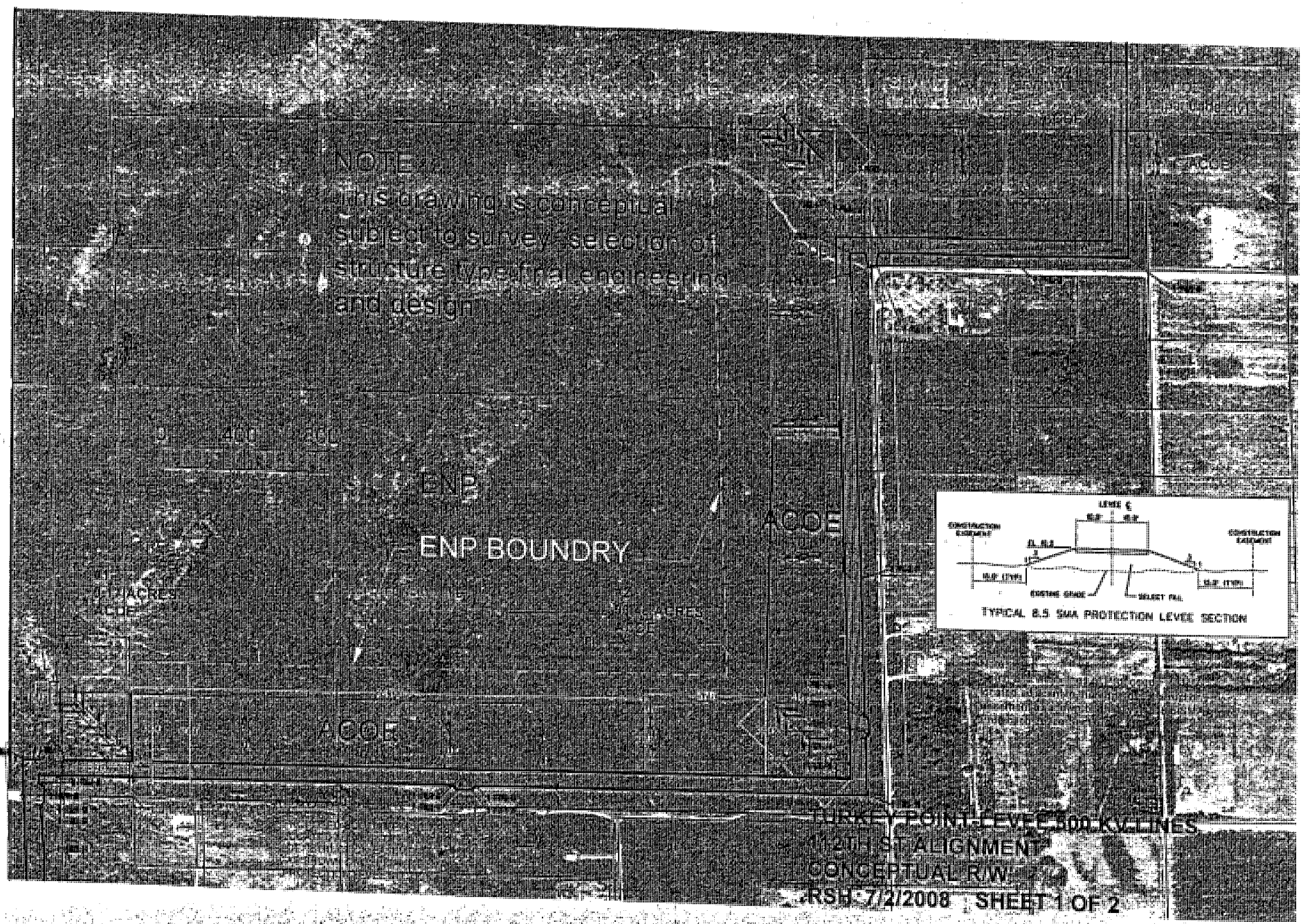
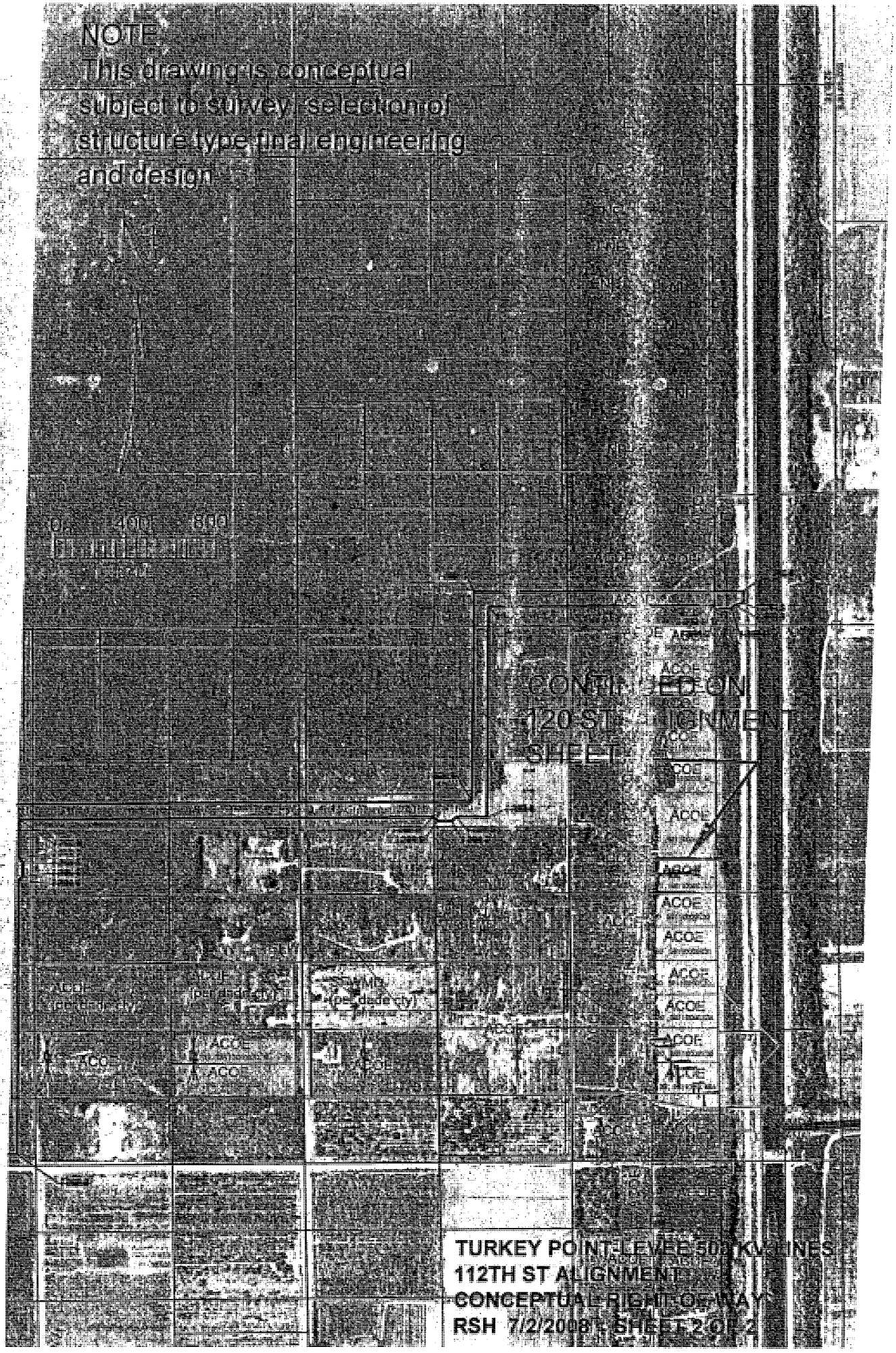
Offset Criteria Per SFWMD-07/02/2008
Use the greater of either
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 11 of 12


NOTE
This drawing is conceptual
subject to survey selection of
structure type final engineering
and design
N
To existing
Levee sub
30
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 12 of 12


NOTE
This drawing is conceptual subject to survey selection of structure type final engineering and design
ENP
ENP BOUNDRY
ACOE
ACOE
ACOE
TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
TURKEY POINT LEVEE 500 KV LINES
1120 FT ALIGNMENT
CONCEPTUAL R/W
RSH 7/2/2008 SHEET 1 OF 2


NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
0
400
800
CONTINUED ON
120 ST ALIGNMENT
SHEET
ACOE
TURKEY POINT-LEVEE 500 KV LINES
112TH ST ALIGNMENT
CONCEPTUAL RIGHT-OF-WAY
RSH 7/2/2008 - SHEET 2 OF 2

Appendix 2-A
Deed from the United States to FPL for Fee-Owned Lands at the Eastern Edge of the ENP Expansion Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
EVERGLADES NATIONAL PARK, FLORIDA

QUITCLAIM DEED

THE UNITED STATES OF AMERICA (**"Grantor"**), acting by and through the National Park Service, pursuant [cite acquisition authority used when the land or interests in land were acquired], and acts amendatory thereof and supplementary thereto, acquired certain land located in Miami-Dade County, Florida from the landowners set forth in **Exhibit A.** Said land was acquired in connection with the Everglades National Park; and

WHEREAS, the United States has determined that a portion these lands is no longer needed for park purposes in accordance with the [Exchange Agreement,] between the United States and Florida Power and Light Company, a Florida corporation (**"Grantee"**), dated [date] identified as _____ [add legislation].

NOW, THEREFORE, know all persons by these presents, that the UNITED STATES OF AMERICA, acting by and through the Department of the Interior, within the provisions of the [cite Disposal Authority] and authority delegated thereunder, for and in consideration of the exchange of land interests, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto Grantee with an address of 700 Universe Boulevard, Juno Beach, Florida 33408, its successors and assigns, forever, all of its right, title, and interest in and to the property situated in the County of Miami-Dade, State of Florida as set for the in the attached **Exhibit A, ("Property")** SUBJECT TO the Permitted Exceptions acceptable to Grantee and set forth on the attached **Exhibit "B"**.

NOTICE IS HEREBY GIVEN that:

(a) Acting pursuant to the requirements of 40 CFR 373, on [date of approved survey], Grantor performed a hazardous waste survey on the Property. The Property is being quitclaimed to Grantee in the same condition as existed on the date of said survey and which is more particularly described in the survey. No remediation by Grantor on behalf of Grantee has been made or will be made because none is necessary.

THE INFORMATION CONTAINED IN THIS NOTICE IS REQUIRED UNDER AUTHORITY OF REGULATIONS PROMULGATED UNDER SECTION 120(h) OF

THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA OR "SUPERFUND"), 42 U.S.C. SECTION 9620(h).

Grantor has conducted a search of files at the National Park Service [add name of office having control of the property, and City/State], to identify available information with respect to hazardous substances that were stored for one year or more, known to have been released, or disposed of at the Property. That search of available information produced no information on hazardous substances so stored, released or disposed.

(b) Grantee accepts the premises and appurtenances "as is."

(c) CERCLA Environmental Covenants and Stipulations:

1. To the extent Grantor is determined responsible, Grantor warrants that any response action or corrective action found to be necessary after the date of the transfer shall be conducted by Grantor.

2. Grantee grants the Grantor access to the Property in any case in which a response action or corrective action is found to be necessary by Grantor after such date at the Property, or such access is necessary to carry out a response action or corrective action on adjoining property.

IN WITNESS WHEREOF, Grantor has executed this document this _____ day of _____, 200__.

Grantor:
UNITED STATES OF AMERICA
Department of the Interior

By _____
Name: _____
Title: _____

Address:

_____
_____

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ____day of _____, 2008 by

_____
____of the United States of America, on behalf of said entity, being duly authorized to do so, and who is personally known to me.

_____
Notary Public

_____
Print
My Commission Expires: _____

Exhibit "A"

Legal Description of Property Conveyed to FPL

[To be provided following completion of Survey]

Exhibit "B"

Permitted Encumbrances

[To be provided by FPL]

Appendix 2-B
Non-Native Vegetation Management Easement from the United States Acting through the NPS to FPL

Prepared by and Following Recording Return to:

Florida Power& Light Company
700 Universe Boulevard
Juno Beach, FL 33463

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Sec._____, Twp___, Rge___
Parcel I.D. _____

The UNITED STATES OF AMERICA, acting by and through the National Park Service, (**"Grantor"**) in consideration of the payment of $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and gives to FLORIDA POWER & LIGHT COMPANY, a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, Florida 33408, its employees, contractors, sub-contractors, licensees, agents, successors, and assigns (collectively, **"Grantee"**), an easement forever for the purpose of removing fire prone exotics which pose a fire risk to Grantee's facilities, including but not limited to melaleuca and Australian pine, in accordance with Grantee's Vegetation Management Program and as mutually agreed upon with the National Park Service, within the following easements or parcels of land, each being ninety (90) feet in width, and more particularly described on the attached **Exhibit "A"** which is incorporated herein by reference (**"Easement Area"**).

Grantee understands that herbicides applied within the Easement Area shall only be those registered by the U.S. Environmental Protection Agency and which have state approval. Herbicide application rates and concentrations will be in accordance with label directions and will be carried out by a licensed applicator, meeting all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used within the Easement Area unless the effects on non-targeted vegetation are minimized. Grantee understands and agrees that an Integrated Pest Management Plan must be submitted for each herbicide application. Grantee and Grantor agree to coordinate the Integrated Pest Management Plan within the Easement Area. Grantee and Grantor agree to coordinate fire management within the Easement Area and adjacent lands of the United States.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on,

Executed in the presence of:

Grantor:
UNITED STATES OF AMERICA,
by and through the National Park Service

_____
Signature:
Print Name: _____

_____
Signature:
Print Name: _____

By:: _____
Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 20___ before me, the undersigned notary public, personally appeared _____, _____ of the National Park Service, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she executed the same on behalf of the UNITED STATES OF AMERICA being duly authorized to do so

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on,

Executed in the presence of:

Grantee:
FLORIDA POWER AND LIGHT COMPANY

_____
Print Name:_____

BY:_____
Terry L. Hicks
Vice President of Corporate Real Estate

_____
Print Name:_____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____day of _____, 20___, by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation, being duly authorized to do so, and who is personally known to me.

_____
Notary Public

_____
Print

Exhibit "A"

Legal Description of
NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

[Legal descriptions to be provided following completion of survey]

PREPARED BY AND RETURN TO:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Blvd. (LAW/JB)
Juno Beach, FL 33408-0420

Tract No.: 113-3 (Portion of)
Modified Water Deliveries to Everglades National Park Project Miami-Dade County, Florida

Folio No. 30-4810-000-0020 (Portion of)

TEMPORARY CONSTRUCTION EASEMENT

FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION (***"Grantor"***) with an address of 700 Universe Boulevard, Juno Beach, FL 33408, hereby grants to **THE UNITED STATES OF AMERICA, and it assigns, by and through the Department of Army, U.S. Army Corps of Engineers**, Jacksonville District, P.O. Box 4970, Jacksonville, FL 32232-0019 (the "***Grantee***"), a temporary, non-exclusive easement over the **South 50 feet of the North 100 feet of the West 370 feet of Section 10, Township 54 South, Range 38 East, Tallahassee Meridian, Miami-Dade County, Florida containing** 0.425 acres, more or less (the "***Temporary Easement Area***"), for a temporary easement and right-of-way in, on, over and across the land described above, for a period not to exceed **FIVE (5) YEARS**, beginning upon the date of Grantor's execution of this easement, and including the right to borrow and/or temporarily deposit fill, spoil and waste material thereon move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work reasonably necessary and incident to the construction of the Modified Water Deliveries to Everglades National Park Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Temporary Easement Area; reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby granted; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Such easement is to be used in connection with the construction of a bridge and certain channel works on adjacent lands.

In exercising the rights herein granted upon the Temporary Easement Area, Grantee shall abide by all applicable federal, state and local rules, regulations, ordinances and laws. Any dredged or spoil material placed on the above described lands shall be material that is not a regulated substance under federal environmental laws or if the material placed contains regulated substances, such substances will not be above actionable levels. The grant of these easement interests in the Easement Area are in connection with the construction, operation and maintenance of the project authorized by the Act of Congress approved December 13, 1989 as the Everglades National Park Protection And Expansion Act of 1989, Public Law 101-229 and by Act of Congress approved February 20, 2003 as the Consolidated Appropriations Resolution FY 2003, Public Law 108-7, with their subsequent amendments.

Grantee's rights to use the Temporary Easement Area, and this Temporary Construction Easement grant, shall commence on August 22, 2008 and shall terminate at midnight on August 21, 2013 unless extended, in writing, by Grantor and Grantee. Prior to the termination of this Temporary Construction Easement grant, Grantee shall restore the Temporary Easement Area to the condition existing on August 22, 2008.

Grantee shall direct all Grantee's contractors and sub-contractors who will perform work upon or otherwise access the Temporary Easement Area to secure and maintain in force, from financially sound and reputable companies authorized to conduct business in the State of Florida policies of insurance with the following minimum limits: Worker's Compensation and Employer's Liability as required by law; General Liability Insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence; Business Automobile Liability insurance covering owned, non-owned, leased and hired automobiles and vehicles in the amount of One Million Dollars ($1,000,000.00) combined single policy limit for bodily injury and property damage for each accident. All such policies of insurance (except for Worker's Compensation and Employer's Liability and Business Automobile Liability Insurance) shall name Grantor, its parent, affiliates, subsidiaries and their respective officers, directors, agents, employees, successors and assigns (collectively the "***FPL Entities***") as additional insureds under the policy. All Grantee contractors and subcontractors using, working upon or otherwise accessing the Temporary Easement Area shall provide Grantor with ACORD certificates evidencing such insurance and identifying the FPL Entities as additional insured before accessing the Temporary Easement Area for any reason. All such policies of insurance shall be endorsed to be primary to any insurance that may be maintained by or on behalf of Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first set forth above.

Signed, sealed and delivered
presence of:

Print Name: Brandy Sifella

Print Name: Robert Simm

FLORIDA POWER & LIGHT COMPANY, in the
a Florida corporation

By:

Printed Name: Dina Guenther
Title: Director of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this 22nd day of August, 2008 by Dina Guenther, Director of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY a Florida corporation, who is personally known to me and who did take an oath and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Florida
Name (Print): DEBORAH C. PATTERSON
Commission No.: DD681221
My Commission Expires: June 3, 2011

DEBORAH C. PATTERSON
MY COMMISSION # DD681221
EXPIRES: June 03, 2011
NOTARY SERVICE Fl. Notary Discount Assoc. Co.

TEMPORARY CONSTRUCTION EASEMENT
[Signature Page]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the 5th day of September, 2008.

Signed, sealed and delivered in the presence of:

Bertha A. Miller
Signature
Print Name: Bertha A. Miller

Rebecca A. Bearce
Signature
Print Name: Rebecca A. Bearce

THE UNITED STATES OF AMERICA

By: Sharon W. Conklin
Sharon W. Conklin
Chief, Real Estate Division

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this the 5th day of September, 2008 before me, the undersigned notary public, personally appeared Sharon W. Conklin, Chief, Real Estate Division of the United States Army Corps of Engineers, personally known to me to be the person who subscribed to the foregoing instrument or who have produced as identification, and acknowledged that she executed the same on behalf of THE UNITED STATES OF AMERICA and acknowledged that she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lynn Hichborn Zediak
Notary Public, State of Florida
Name (Print): LYNN HICHBORN ZEDIAK
Commission No.: DD794586
My Commission Expires: 6/23/2012

LYNN HICHBORN ZEDIAK
MY COMMISSION # DD794586
EXPIRES June 23, 2012
(407) 398-0153 FloridaNotary@Hotmail.com

FLORIDA POWER & LIGHT COMPANY, P.O. BOX 14000, JUNO BEACH, FL 33408-0420

Law Department

Florida Authorized House Counsel
Licensed Pennsylvania & the District of Columbia
561-304-5261

September 18, 2008

RECEIVED
SEP 19 2008
LAND ACQUISITION

VIA UPS

Ms. Ruth Clements
Director, Land Acquisition
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

RE: ENP - SFWMD and FPL Bilateral Agreement

Dear Ruth:

Enclosed is a fully executed original of the South Florida Water Management District/Florida Power & Light Company Bilateral Agreement.

Thank you once again for facilitating this process.

Sincerely,

Patricia Lakhia
Senior Attorney

Cc: Abe
Dewey
Ken
Tommy -

Cc w/out enclosure: Attorney Abe Cooper
Ms. Florette Braun

Scanned & Sent 10/10/08

COOPERATION AGREEMENT BY AND BETWEEN FLORIDA POWER & LIGHT COMPANY AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGARDING FPL'S UTILITY CORRIDOR WITHIN THE EVERGLADES NATIONAL PARK EXPANSION AREA.

The SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("***SFWMD***") AND FLORIDA POWER & LIGHT COMPANY ("***FPL***") enter into this Cooperation Agreement ("***Agreement***") as of this 21st day of August, 2008, for the purpose of facilitating the Modified Waters Delivery Project, the Comprehensive Everglades Restoration Program ("***CERP***") and other water delivery projects of SFWMD, including the related grant of easements to the United States Army Corps of Engineers ("***ACOE***") for the Tamiami Trail bridge and channel, and grant of easements to FPL for the purpose of relocating a portion of FPL's existing utility corridor presently within the Everglades National Park Expansion Area to areas on and adjacent to SFWMD's L29/30 and L-31N canal rights-of way. FPL and SFWMD are sometimes collectively referred to herein as the "***parties***" and individually as a "***party***".

I. Recitals

1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. Section 410r-5 *et seq.* expanded the boundaries of the Everglades National Park to include approximately 109,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the Department of Interior, National Park Service ("***NPS***") and ACOE to acquire lands within the designated area ("***ENP Expansion Area***"). The purposes of the expansion of Everglades National Park include the preservation of the outstanding natural features of the park, enhancement and restoration of the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades, assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and ACOE are further authorized by 16 U.S.C. Section 410r-8 to acquire lands in addition to the designated 109,600 acres for the purposes of the construction of Modified Water Deliveries to the Everglades National Park.

1.2 SFWMD is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities set forth in Chapter 373, Florida Statutes.

1.3 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida.

1.4 FPL owns, and has owned since the 1960's and early 1970's, a 330 feet to 370 feet wide corridor of property through what has become the ENP Expansion Area, (collectively, the "***FPL Property***").

1.5 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure necessary for the supply of electrical power for the benefit of the citizens of South Florida.

1.6 NPS asserts that utilization of the FPL Property for a utility corridor, which would bisect a portion of the ENP Expansion Area, is contrary to the intended purposes of the ENP Expansion Area.

1.7 SFWMD, NPS, ACOE, the Trustees of the Internal Improvement Trust Fund of the State of Florida ("***TIITF***") and FPL have identified property at the eastern and southern edges of the ENP Expansion Area, and on and adjacent to the SFWMD L-29/30 and L-31N canal rights-of-way (all as more particularly described in **Appendix 2** to this Agreement) for the relocation of FPL's utility corridor, where use as a utility corridor may have substantially less impact on the Everglades National Park, including the ENP Expansion Area, the Modified Waters Delivery Project and CERP.

1.8 FPL asserts that it is not opposed to such a relocation of its property interests, and is willing to work with SFWMD, ACOE, TIITF and NPS towards this end, and to engineer its utility facilities to fit within this proposed replacement corridor. It is intended that, in addition to this Agreement, FPL will enter into separate agreements with ACOE, TIITF and NPS regarding the relocation of FPL's utility corridor and that these complimentary transactions, when coupled with this transaction, will maintain the viability of FPL's property as a contiguous corridor. **Time is, however, of the essence to FPL so that it may confirm the viability of this proposed relocation and begin state and federal approval processes**.

II. Undertakings of the Parties

1.9 SFWMD, ACOE, NPS, TIITF and FPL propose to effectuate the relocation of the FPL Property interests to the properties more particularly described in **Appendix 2** to this Agreement by the following instruments: with only the exchanges between SFWMD and FPL identified in subparagraphs 1.9 (a),(c), (d),(e), (f), (g), (h), (i), (j) and (m) (the latter being as to SFWMD only under this Agreement) being addressed by virtue of this Agreement and SFWMD makes no representation as to the acceptability of the remaining subparagraphs in this Paragraph 1.9, which do not apply to SFWMD:

a. That the **United States, through the NPS,** convey in fee simple to FPL, property located in the ENP Expansion Area in a corridor being a minimum 330 feet in width as shown in **Appendix 2**, made a part hereof, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL, including but not limited to restrictions on use, and SFWMD will consent to the grant. SFWMD has declared this land as surplus to the needs of the SFWMD, including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and

non-disturbance agreement attached hereto as **Exhibit E,** made a part hereof.

b. That the **United States, through the NPS,** convey to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**, made a part hereof.

c. That the **United States, through the ACOE** , convey to FPL, and SFWMD will consent to the grant of, a perpetual easement for the construction, placement, operation and maintenance of utility facilities, including transmission lines, appurtenant facilities, communications facilities and pipelines over properties acquired by the ACOE as more particularly shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over these lands, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted thereunder, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL, including but not limited to restrictions on use. Upon conveyance of the lands underlying these easements from the United States through the ACOE to SFWMD, **SFWMD** shall convey, at no additional cost to FPL, a perpetual easement(s) to FPL for the purposes described in the United States/ACOE easement grants to FPL. The easement(s) granted by SFWMD to FPL over such lands shall be in substantially the form of the attached **Exhibit A** made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E.**

d. That the **United States**, through the **ACOE**, convey to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2.** Upon conveyance of the lands underlying these easements from the United States through the ACOE to SFWMD, **SFWMD** shall convey, at no additional cost to FPL, a perpetual easement(s) to FPL for the purposes described herein. The easement(s) granted by SFWMD to FPL over such lands shall be in substantially the form of the attached **Exhibit C** made a part hereof. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements.

e. That **SFWMD** convey to FPL north of SW 8th Street (Tamiami Trail) a perpetual easement being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corners and turns), for the construction, placement, operation and maintenance of transmission lines and appurtenant facilities together with communication facilities for FPL's sole use, on and adjacent to the L-29/30 canal right-of-way, as shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over the easement area, for the purpose of exercising and enjoying the rights granted by this easement. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The easement will be in substantially the form of attached **Exhibit A,** made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.

f. That **SFWMD** convey to FPL south of SW 8th Street (Tamiami Trail), and north of NW 41st Street, a perpetual easement for access to and from FPL's facilities on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and with materials, that is located adjacent to the L-31N canal right-of-way, said access easement being over the western side of the L-31N canal right-of-way, for finger roads to be installed off the levee and across the right of way connecting to structure pads, and north of NW 41st Street over the western side of the L-30 canal Right of Way to the first bridge over the L-30 canal Right of Way located at Section 36 Township 52 South Range 38 East, all as shown in **Appendix 2**. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The easement will be in substantially the form of attached **Exhibit D,** made a part hereof.

g. That **SFWMD** convey to FPL a perpetual easement being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corner and turns), for the construction, placement, operation and maintenance of utility facilities, including transmission lines and appurtenant facilities, pipelines and communication facilities in the vicinity of SW 120th Street, or SW 112th Street, Miami, Florida, depending upon the FPL route selected, as shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over the easement area, for the purpose of exercising and enjoying the rights granted by this easement. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide

such easements. The easement shall be in substantially the same form as **Exhibit A.** SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.

h. That **SFWMD,** convey to FPL north of SW 8th Street (Tamiami Trail) a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**. The easement will be in substantially the form of attached **Exhibit C,** made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.

i. That SFWMD will consent to the grant of easements to FPL over private land located within the replacement corridor identified on **Appendix 2** to this Agreement. SFWMD has declared the easements as surplus to the needs of the SFWMD including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E** made a part hereof.

j. That **TIITF** grant to FPL, and SFWMD will consent to the grant to FPL of, a perpetual easement for the construction, placement, operation and maintenance of transmission lines and appurtenant facilities and communications facilities, at the location of the L-29/30 N canal right of way being a minimum 330 feet in width between SW 8th Street , Miami, Florida and NW 41st Street, Miami, Florida, as shown in **Appendix 2**, together the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over these lands, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted thereunder. The granting of the easement by TIITF is subject to the review by the Acquisition and Restoration Council and approval by the Board of Trustees of the Internal Improvement Trust Fund.
SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E,** made a part hereof.

k. That **TIITF** grant to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**. The granting of the easement by TIITF is subject to the review by the Acquisition and Restoration Council

and approval by the Board of Trustees of the Internal Improvement Trust Fund.

l. That **FPL**, in keeping with the terms and conditions of the Contingent Agreement by and between FPL and the United States, convey to the United States all of its right, title and interest in the lands described in **Appendix 1**, made a part hereof (except as otherwise noted therein).

m. That **FPL** will release to SFWMD and TIITF all of its right, title and interest in the right of way described in **Appendix 3**, made a part hereof. See **Appendix 2-B** for an approximation of the underlying fee ownerships. The release will be in substantially the form of the Partial Release of Permit Agreement attached hereto as **Exhibit B**, made a part hereof.

n. That, upon FPL's receipt of: i) a fully executed FPL/NPS Contingent Agreement relating to the exchange of the FPL Property for a replacement corridor identified in the attached **Appendix 2**; ii) this Cooperation Agreement executed by the SFWMD; iii) a fully executed Bilateral Agreement with TIITF/DEP and evidence of formal approval of that agreement by the TIITF Board; iv) fully executed Bilateral Agreement with the ACOE, FPL will deliver to the ACOE an executed, perpetual bridge/road and channel easement, a five (5) year flowage easement and an executed temporary construction easement over the FPL Property in the vicinity of the Tamiami Trail as negotiated with the ACOE.

o. That **TIITF** grant to FPL north of NW 41st Street, Miami, Florida a perpetual easement for access to and from FPL's facilities located adjacent to the L-30 and L-31 canal Right of Way, on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and materials, said access easement being over the western side of the L-30 canal Right-of-Way to the first bridge over the L-30 canal Right of Way located at Section 36 Township 52 South Range 38 East, all as shown in **Appendix 2**.

p. That **FPL** enters into an agreement with SFWMD under which FPL will pay the cost of the design and construction by ACOE of a betterment to the proposed bridge necessary to provide for relocation of FPL's existing, east-west utility line once said bridge is constructed. The betterment will incorporate improvements during bridge design and construction to accommodate relocation of FPL's existing east-west utility line along the L-29 right of way onto the bridge. FPL understands that the cost of design and construction is roughly estimated at $160,000. FPL further understands that the permission of or a utility easement from the Florida Department of Transportation will be required to relocate the line.

For the purpose of this Agreement, FPL is agreeable to paying the final cost of such betterment provided, however, that FPL has the ability to review such costs and determine, in FPL's sole opinion, that the costs are not excessive, prior to entering into the Agreement with SFWMD.

The parties recognize and agree that the documents attached to **Appendix 2** to this Agreement are preliminary documents that, subject to the approval of the parties, will be replaced with a final **Appendix 2-1** following completion of title searches, surveys and engineering design.

1.10 SFWMD and FPL further agree to move forward with due diligence and in good faith to draft and execute a mutually acceptable Global Agreement regarding the following SFWMD/FPL projects:

a. EAA STA Compartment B
b. EAA STA Compartment C
c. Lakeside Ranch STA
d. C-111 Spreader Canal
e. EAA Reservoir
f. Picayune Strand
g. C-43 Water Quality and Testing Facility
h. Biscayne Bay Costal Wetlands
i. C-43 Reservoir
j. C-44 Reservoir/STA
k. Fran Reich Preserve (Site 1)
l. Broward County WPA
m. C-23/24 STA
n. C-23/24 Reservoir

1.11 The use of the terms "corridor", "utility corridor" and "replacement corridor" in this Agreement is not an admission or acknowledgment by SFWMD, that the use of the FPL Property as a utility corridor is permissible or suitable as FPL has not begun the permitting process.

2.0 The parties to this Agreement have determined that the public interest would be served by the exchanges identified herein.

2.1 Additional tasks to be undertaken related to this Agreement are as follows:

a. FPL will provide funding for all appraisals and survey work necessary to effectuate the FPL/SFWMD land exchange contemplated by Paragraph 1.9 of this Agreement.

b. FPL will ensure the timely completion of appraisals, surveys and engineering planning required to effectuate the FPL/SFWMD land exchange contemplated by Paragraph 1.9 of this Agreement.

2.2 Following the enactment of federal legislation ratifying the Contingent Agreement between NPS and FPL and simultaneously with the NPS-FPL land exchange closing identified in Paragraph 1.9 (a) and (b) of this Agreement, the parties agree to effectuate the exchanges described in Paragraph 1.9 of this Agreement, including executing all the necessary instruments to effectuate the SFWMD-FPL exchanges identified in Paragraphs 1.9 (g), (h), (i), (j), (k) and (n) (as to the SFWMD Permit only) and (d) if the conveyance from the United States to SFWMD has occurred.

2.3 The parties recognize that this Agreement, upon execution by SFWMD and FPL, is a legally binding agreement.

2.4 This Agreement may be executed by the parties on separate counterpart signature pages (including by telecopy) and all such counterpart signature pages taken together with the body of this Agreement shall be deemed to constitute one and the same instrument.

2.5 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority: (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

2.6 This Agreement shall be governed by the law of the State of Florida.

2.7 Each party represents and warrants that the execution of this Agreement has been duly authorized by it and that this Agreement, upon execution by the other party, is binding on and enforceable against such party in accordance with the terms of this Agreement. No consent to such execution is required from any person, judicial or administrative body, governmental authority or any other person other than any such consent which already has been unconditionally given. Each party hereto represents and warrants that there is no pending litigation, or to the best of their knowledge, threatened litigation that would affect its obligations to perform hereunder.

2.8 Notwithstanding any other provision of this Agreement, if the Congress enacts authorizing, ratifying or confirming legislation which amends or alters any of the terms of the FPL/NPS Contingent Agreement in the absence of specific written concurrence of FPL to such amendment or alteration, FPL shall have the right, within ninety (90) days of the enactment of such legislation, to terminate this Agreement without any further obligation hereunder by written notice delivered to SFWMD, and neither Party shall have any further obligations to the other under this Agreement.

2.9 In the event that federal legislation approving, ratifying and confirming the FPL/NPS Contingent Agreement is not enacted into law, this Agreement shall be null and void in all respects and the Parties shall return to their status and rights prior to the execution of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been executed by the parties on the dates shown below:

[Counterpart signature pages to follow.]

Date:_____

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By:_____
Terry L. Hicks
Vice President of Corporate Real Estate

Date:_____

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT BY ITS
GOVERNING BOARD, a political
subdivision of the State of Florida

By:_____
Eric Buerrman, Chair

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY _____ DATE 8/21/2008

Appendix 1
FPL Property which is authorized for acquisition by the United States and affected by this Agreement in Concept

Property owned by Florida Power and Light Company located in the East Everglades Acquisition Area, between SW 8th Street and SW 120th Street, Miami, FL:

The West 1/2 of the West 1/2 of the East ½ of the West 1/2 of Section 3, Township. 55 South, Range 38 East.
And
The West ½ of the West ½ of the East ½ of the West 1/2 of Section 10, Township 55 South, Range 38 East, less and except the South 660 feet thereof which is owned by Florida Power and Light Company; subject to a reserved easement for non-native vegetation management in favor of Florida Power and Light Company over the North 82.45 feet of the South 742.45 feet of said Section 10; and over which the U. S. Army Corps of Engineers has an easement, as described in a Declaration of Taking as recorded in Official Records Book ORB 18927, page 2948 of the Public Records of Miami-Dade County, Florida.
And
The West 370 feet of Sections 10, 15, 22, 27 and 34, in Township 54 South, Range 38 East. All of the above in Miami-Dade County, Florida.

Subject to the exceptions noted in title commitments dated 3/15/07 and 3/12/07;

And

FPL easements over Government Lot 3:

i) As recorded in ORB 7237 Page 947 and more particularly described as follows:

Commence at the Northwest corner of Government Lot 3 which lies between Township 54 South and Township 55 South, Range 38 East, of Dade County, Florida; thence run North 89 degrees, 39 minutes, 28 seconds East, along the north line of said Government Lot 3 for a distance of 40.22 feet to the point of beginning of the parcel of land to be hereinafter described: ***From said point of beginning***, run South 4 degrees 22 minutes 17 seconds East for a distance of 75.19 feet; thence run North 89 degrees, 39 minutes, 28 seconds East, along a line 75 feet south of and parallel to the north line of said Government Lot 3 for a distance of 330.19 feet; thence run North 4 degrees, 22 minutes 03 seconds West for a distance of 75.19 feet; thence run South 89 degrees, 39 minutes 28 seconds West, along the north line of said Government Lot 3, for a distance of 330.19 feet to the point of beginning.

ii) As described in that certain Order Taking filed to No. 72-14266 in the Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida dated September 25, 1972, as Parcel 92, containing approximately **19.60 acres, more or less:**

Commence at the Southwest corner of Government Lot 3 between Township 54 South and Township 55 South of Range 38 East of Dade County, Florida; thence run N89 degrees 31 minutes 10 seconds East, along the south line of said Government Lot 3, for a distance of 1319.79 feet to the Northeast corner of the West 2 of the NW1/4 of Section 3, Township 55 South, Range 38 East, ***being the Point of Beginning of the parcel hereinafter described***: From said Point of Beginning, thence run North 4 degrees 22 minutes 17 seconds West for a distance of 2666.81 feet to a point of intersection with the North line of said Government Lot 3, point of Intersection being 40.02 feet East of the NW corner of said Government Lot 3 as measured along the North line of said Lot 3; thence run N 89 degrees 39 minutes 28 seconds East, along the North line of said Lot 3, for a distance of 330.19 feet; thence run South 4 degrees 22 minutes 03 seconds East for a distance of 2665.99 feet to a point of intersection with the South line of said Lot 3; thence run South 89 degrees 31 minutes 10 seconds West along the South line of said Lot 3, for a distance of 329.95 feet to the Point of Beginning; ***LESS*** the North 75 feet thereof. Containing 19.60 acres of land, more or less.

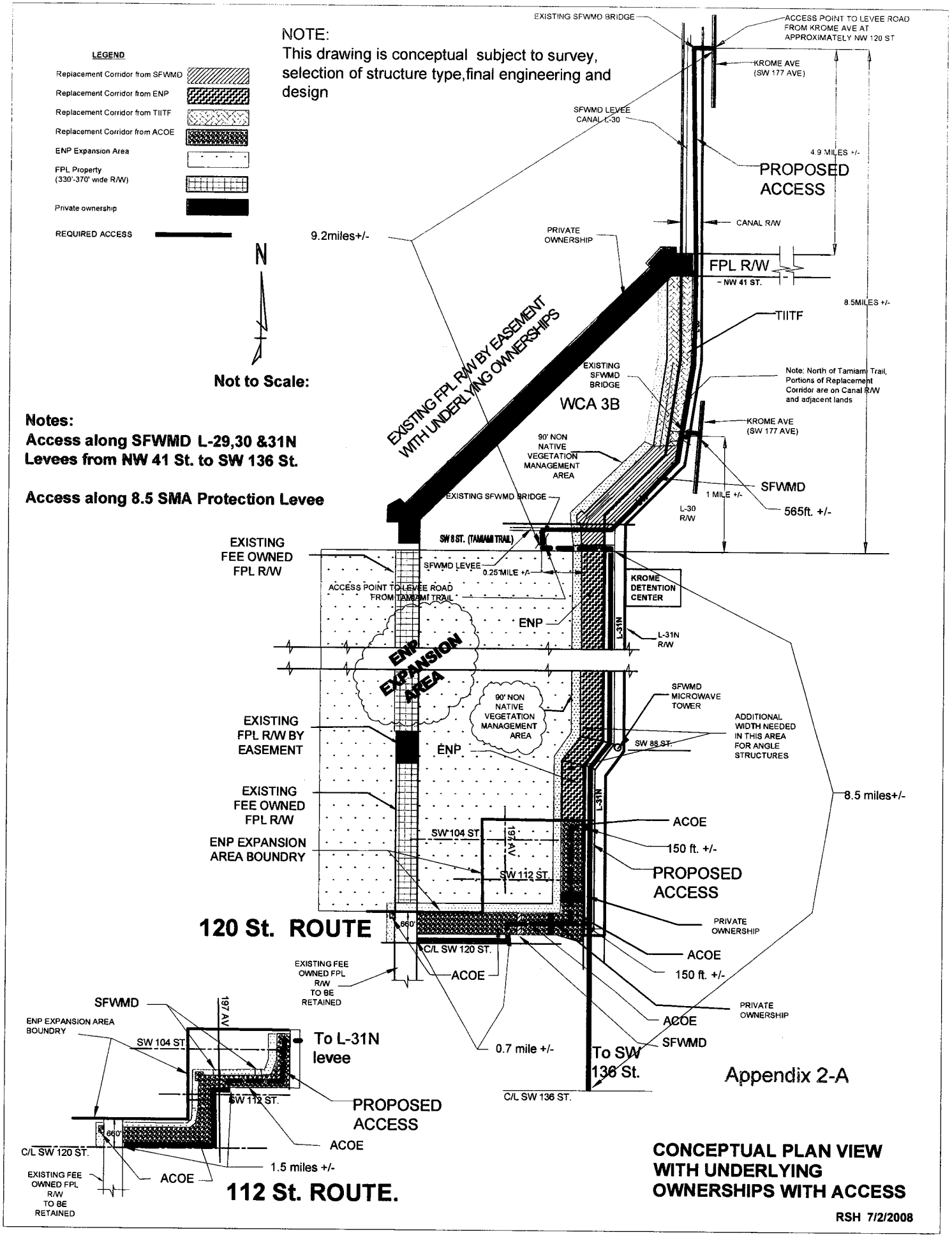
Appendix 1-A is the location map showing the existing FPL property interests.

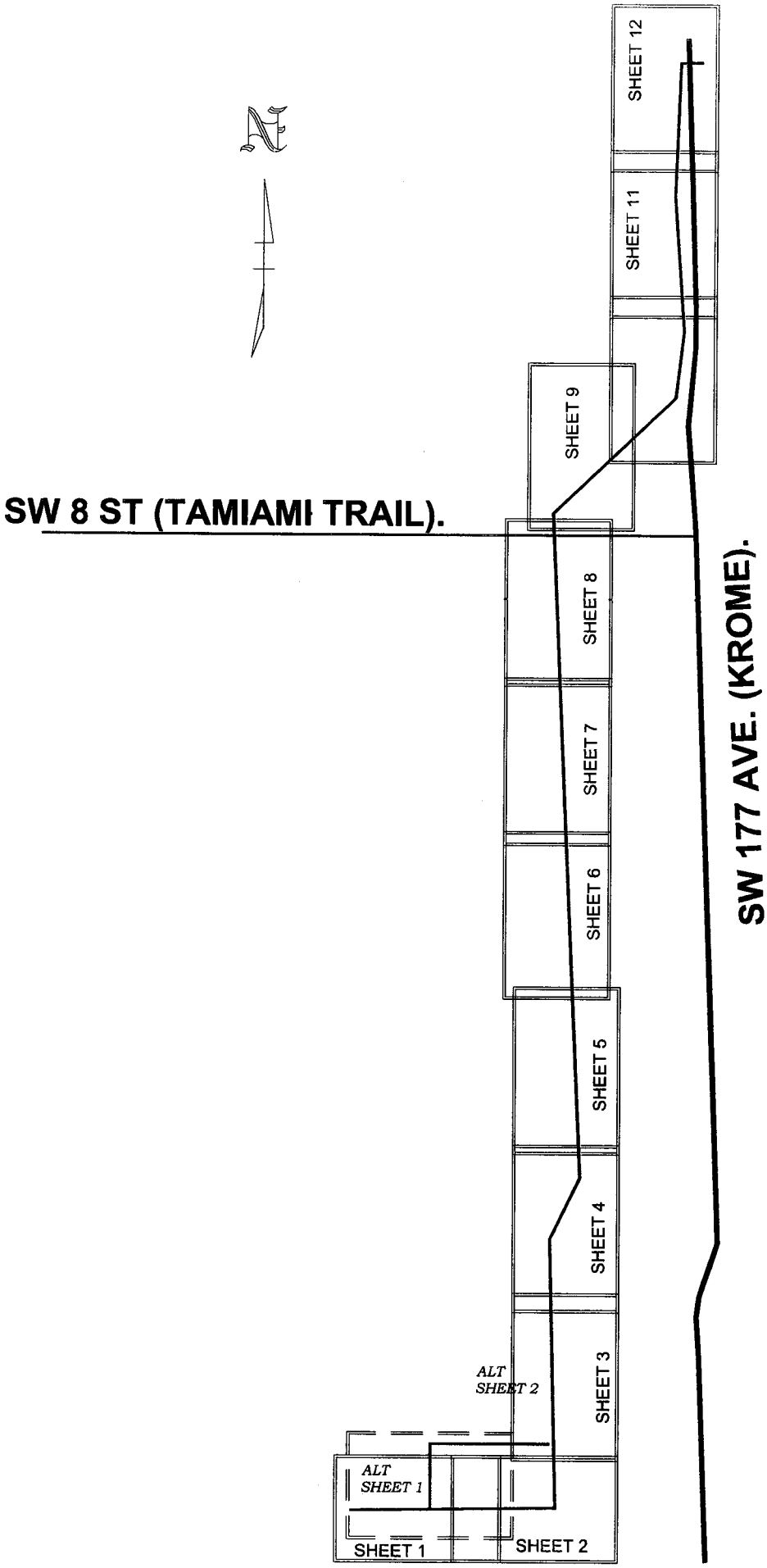
Appendix 2

Proposed Relocation of FPL Utility Corridor on Lands proposed to be conveyed in Fee Simple from the US (ENP/National Park Service) and Easements from the SFWMD, ACOE and TIITF

See attached:

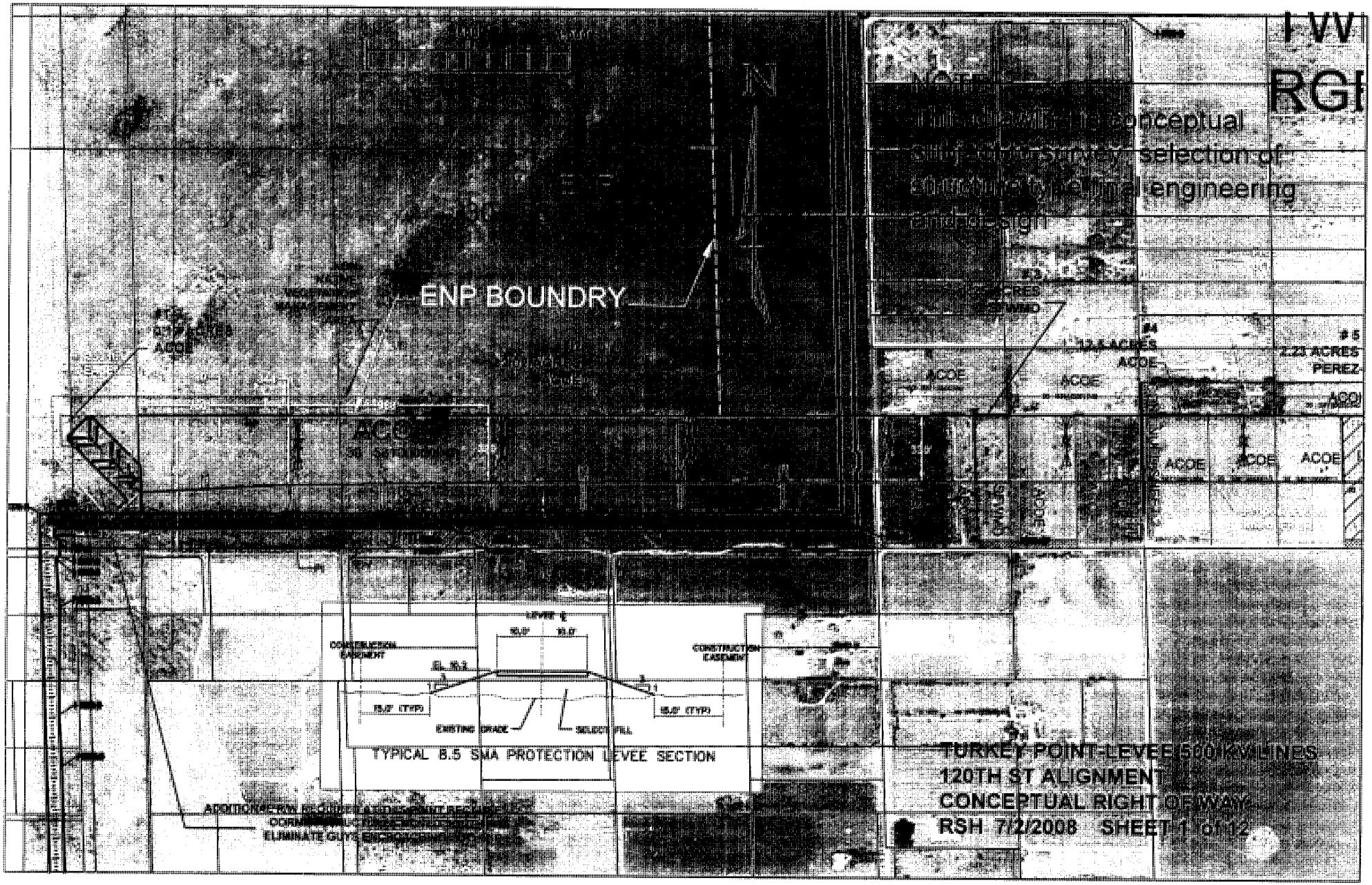
1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A)
2) Key Map for Route Alignments, 1 sheet dated July 2, 2008, (Appendix 2-B)
3) Turkey Point Levee 500 kV Lines, 120th Street Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008, (Appendix 2-C); and
4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2 dated July 2, 2008, (Appendix 2-D);
5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)
6) Conceptual Configuration of Proposed Relocated FPL R/W Along ENP, dated July 20, 2007, (Appendix 2-F)

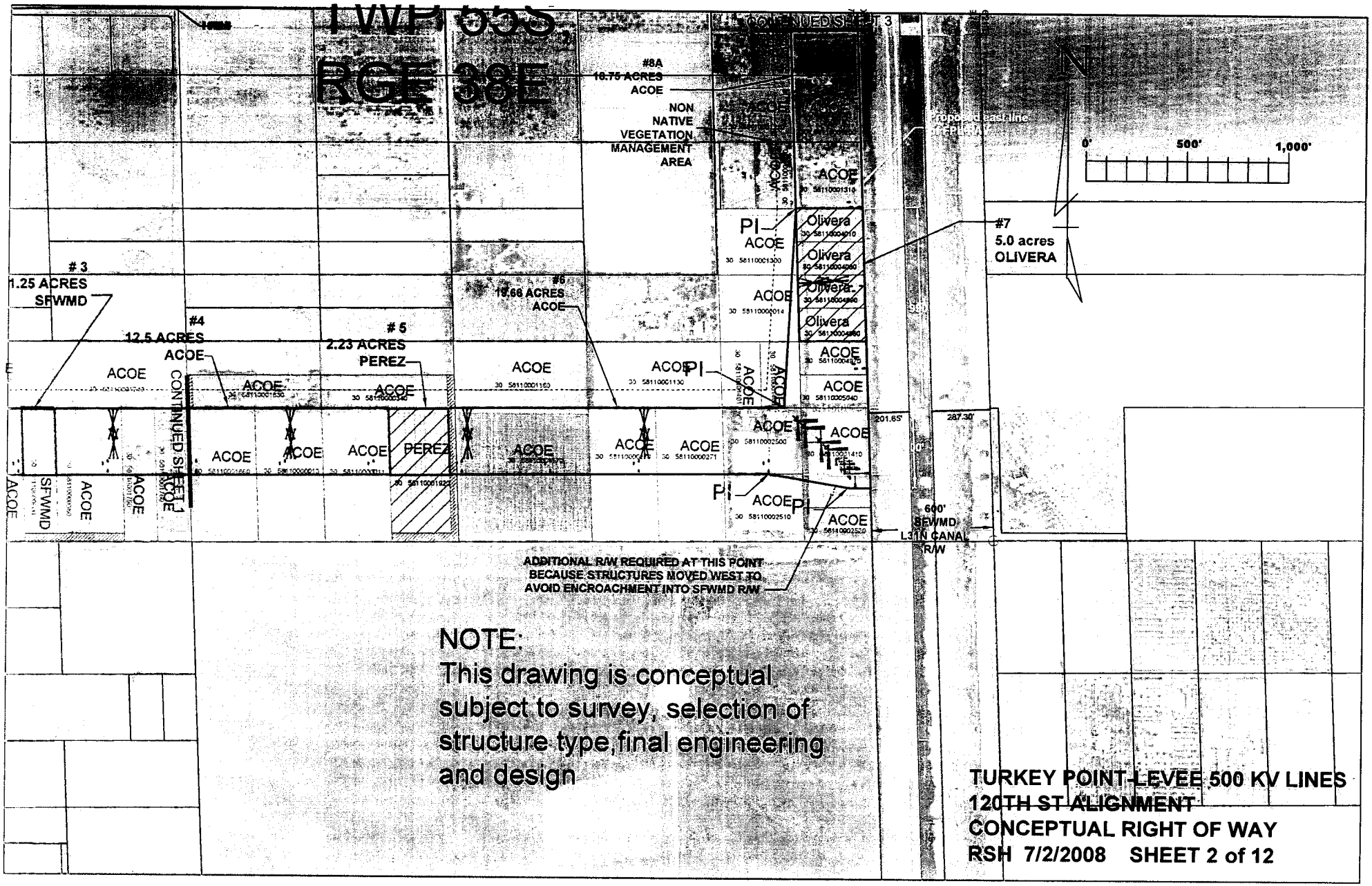

NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
LEGEND
Replacement Corridor from SFWMD
Replacement Corridor from ENP
Replacement Corridor from TIITF
Replacement Corridor from ACOE
ENP Expansion Area
FPL Property (330'-370' wide R/W)
Private ownership
REQUIRED ACCESS
N
Not to Scale:
Notes:
Access along SFWMD L-29,30 &31N Levees from NW 41 St. to SW 136 St.
Access along 8.5 SMA Protection Levee
EXISTING SFWMD BRIDGE
ACCESS POINT TO LEVEE ROAD FROM KROME AVE AT APPROXIMATELY NW 120 ST
KROME AVE (SW 177 AVE)
SFWMD LEVEE CANAL L-30
4.9 MILES +/-
PROPOSED ACCESS
CANAL R/W
9.2miles+/-
PRIVATE OWNERSHIP
FPL R/W
~ NW 41 ST.
8.5MILES +/-
TIITF
EXISTING FPL R/W BY EASEMENT WITH UNDERLYING OWNERSHIPS
EXISTING SFWMD BRIDGE
WCA 3B
Note: North of Tamiami Trail, Portions of Replacement Corridor are on Canal R/W and adjacent lands
KROME AVE (SW 177 AVE)
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD
1 MILE +/-
565ft. +/-
L-30 R/W
EXISTING SFWMD BRIDGE
SW 8 ST. (TAMIAMI TRAIL)
EXISTING FEE OWNED FPL R/W
SFWMD LEVEE
0.25 MILE +/-
ACCESS POINT TO LEVEE ROAD FROM TAMIAMI TRAIL
KROME DETENTION CENTER
ENP
L-31N
L-31N R/W
ENP EXPANSION AREA
90' NON NATIVE VEGETATION MANAGEMENT AREA
SFWMD MICROWAVE TOWER
ADDITIONAL WIDTH NEEDED IN THIS AREA FOR ANGLE STRUCTURES
EXISTING FPL R/W BY EASEMENT
ENP
SW 88 ST.
8.5 miles+/-
EXISTING FEE OWNED FPL R/W
ACOE
SW 104 ST.
197 AV
150 ft. +/-
ENP EXPANSION AREA BOUNDRY
SW 112 ST.
PROPOSED ACCESS
120 St. ROUTE
660'
PRIVATE OWNERSHIP
C/L SW 120 ST.
ACOE
150 ft. +/-
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
PRIVATE OWNERSHIP
SFWMD
197 AV
ENP EXPANSION AREA BOUNDRY
SW 104 ST.
To L-31N levee
0.7 mile +/-
To SW 136 St.
SFWMD
Appendix 2-A
SW 112 ST.
PROPOSED ACCESS
C/L SW 136 ST.
660'
ACOE
C/L SW 120 ST.
1.5 miles +/-
EXISTING FEE OWNED FPL R/W TO BE RETAINED
ACOE
112 St. ROUTE.
CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS WITH ACCESS
RSH 7/2/2008



KEY MAP
FOR ROUTE
ALIGNMENTS

RSH 7/2/08

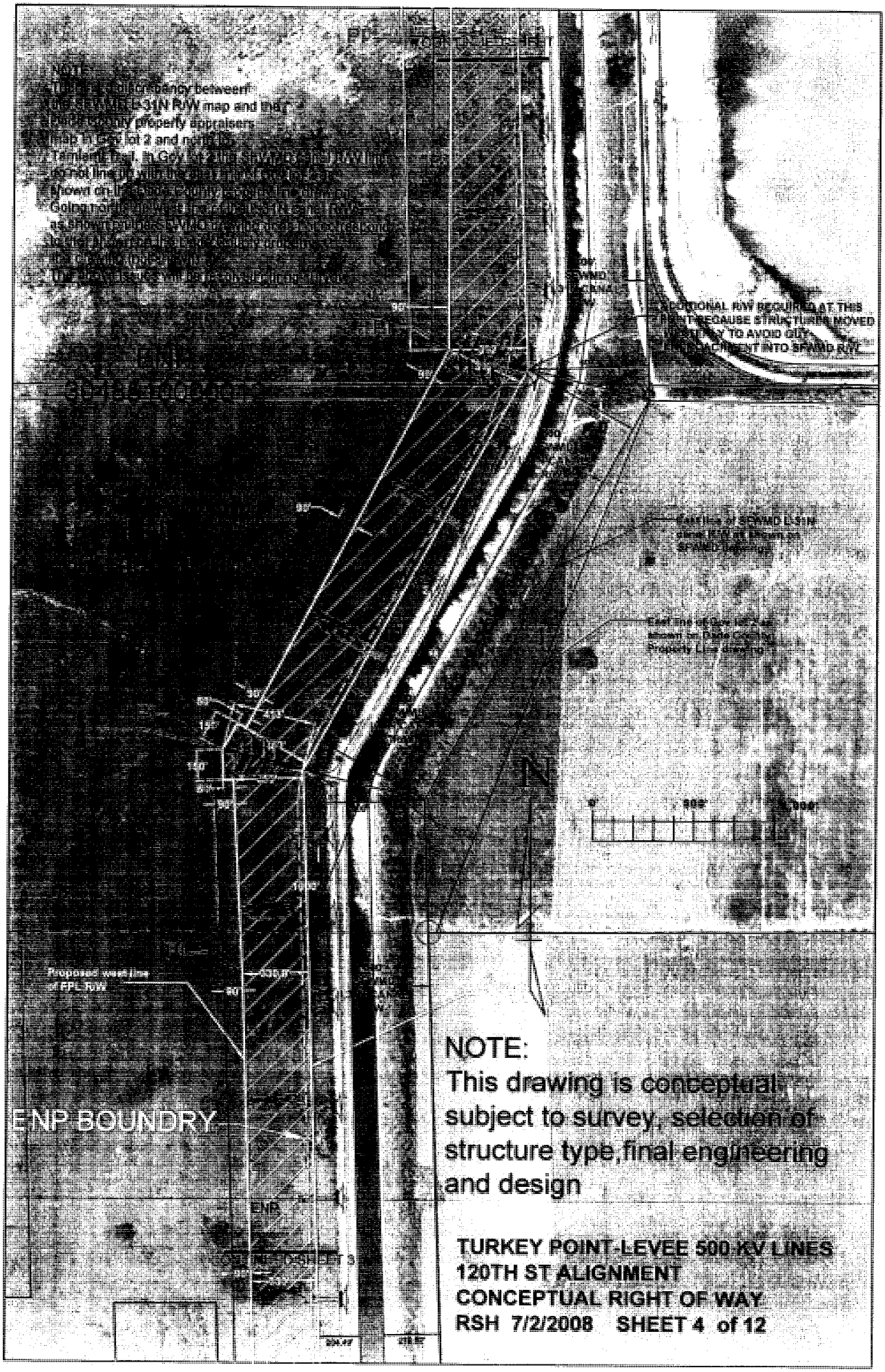

ENP BOUNDRY
ACOE
ACOE
ACOE

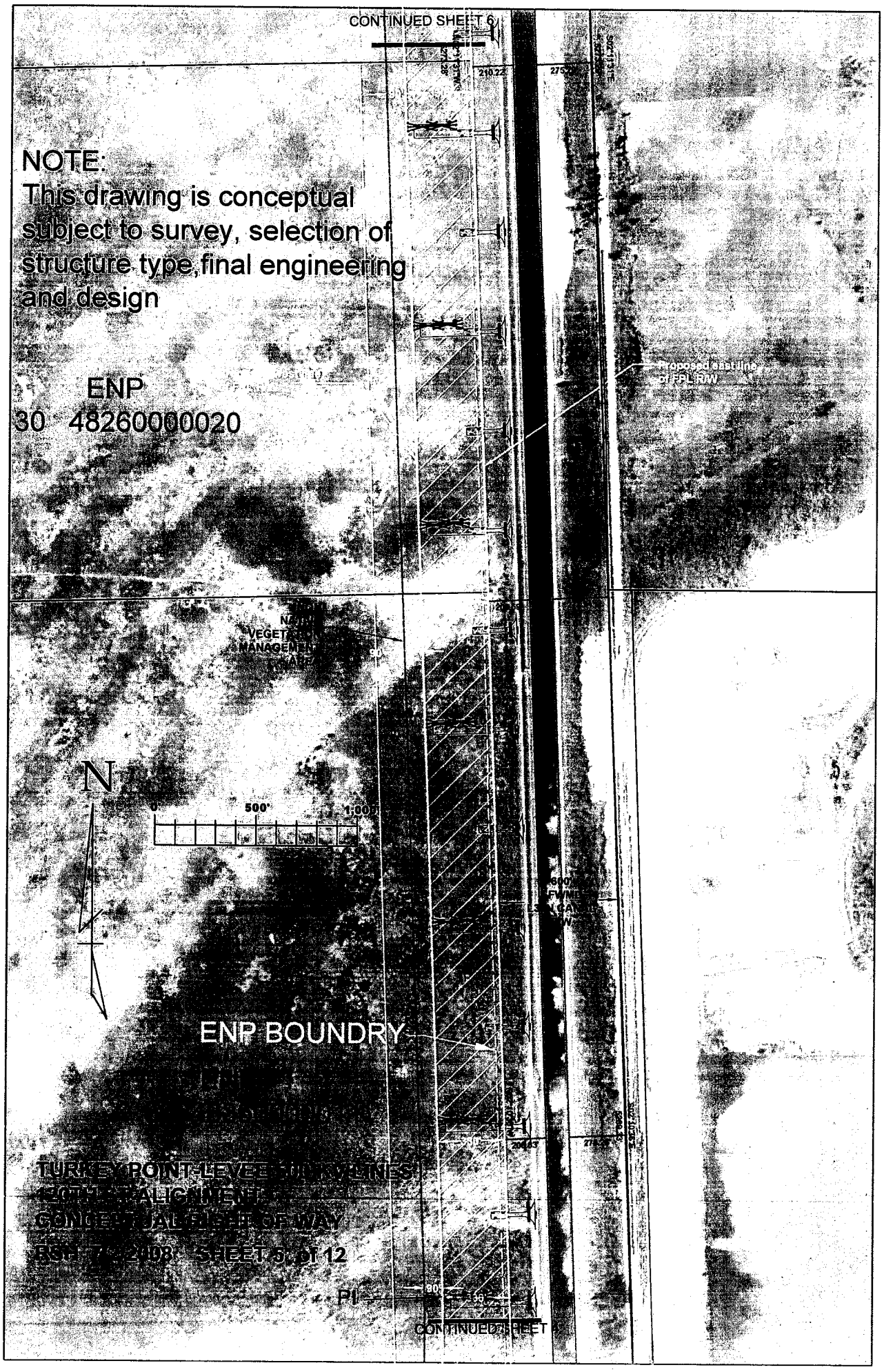


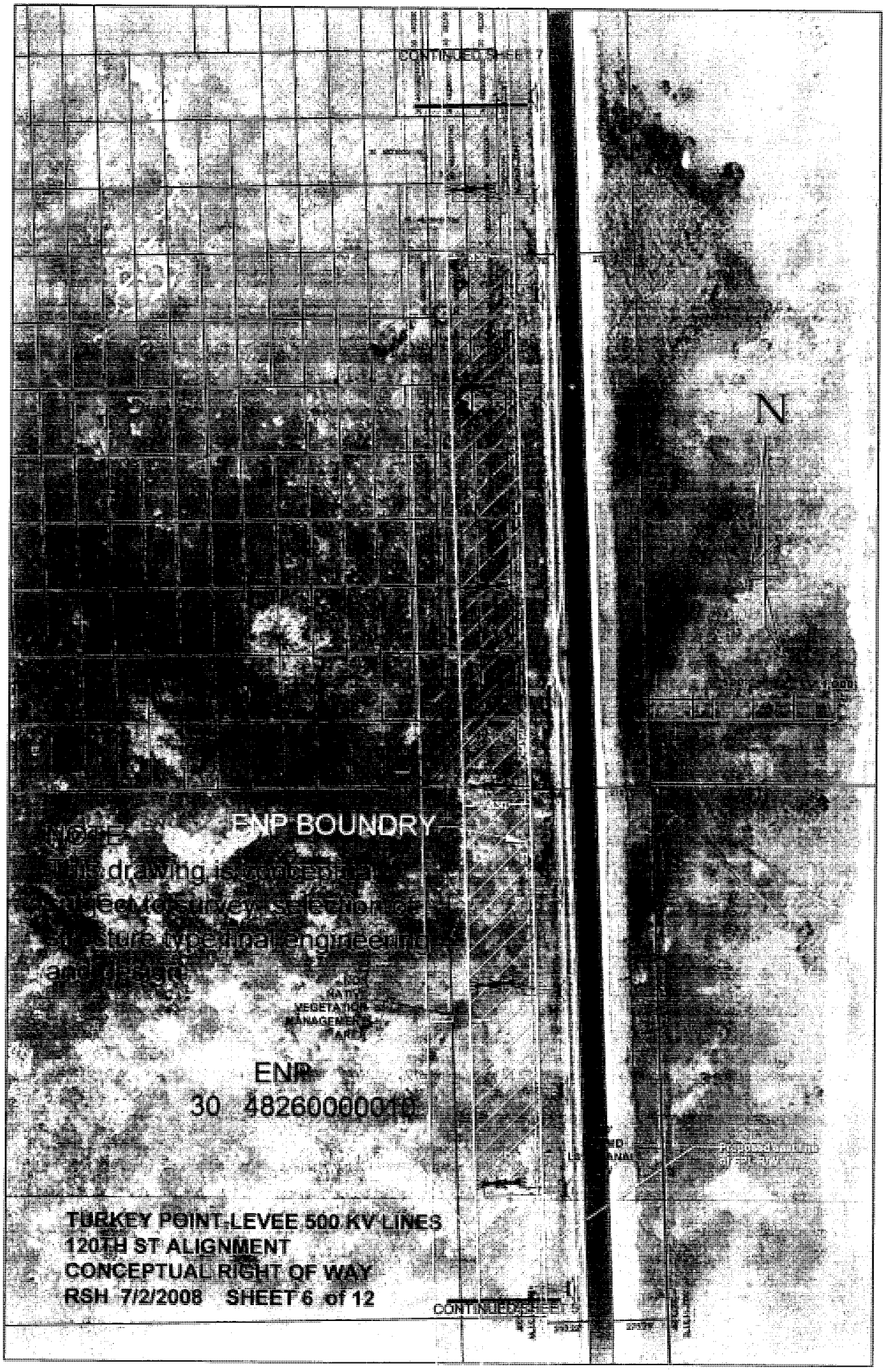
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design

TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 2 of 12

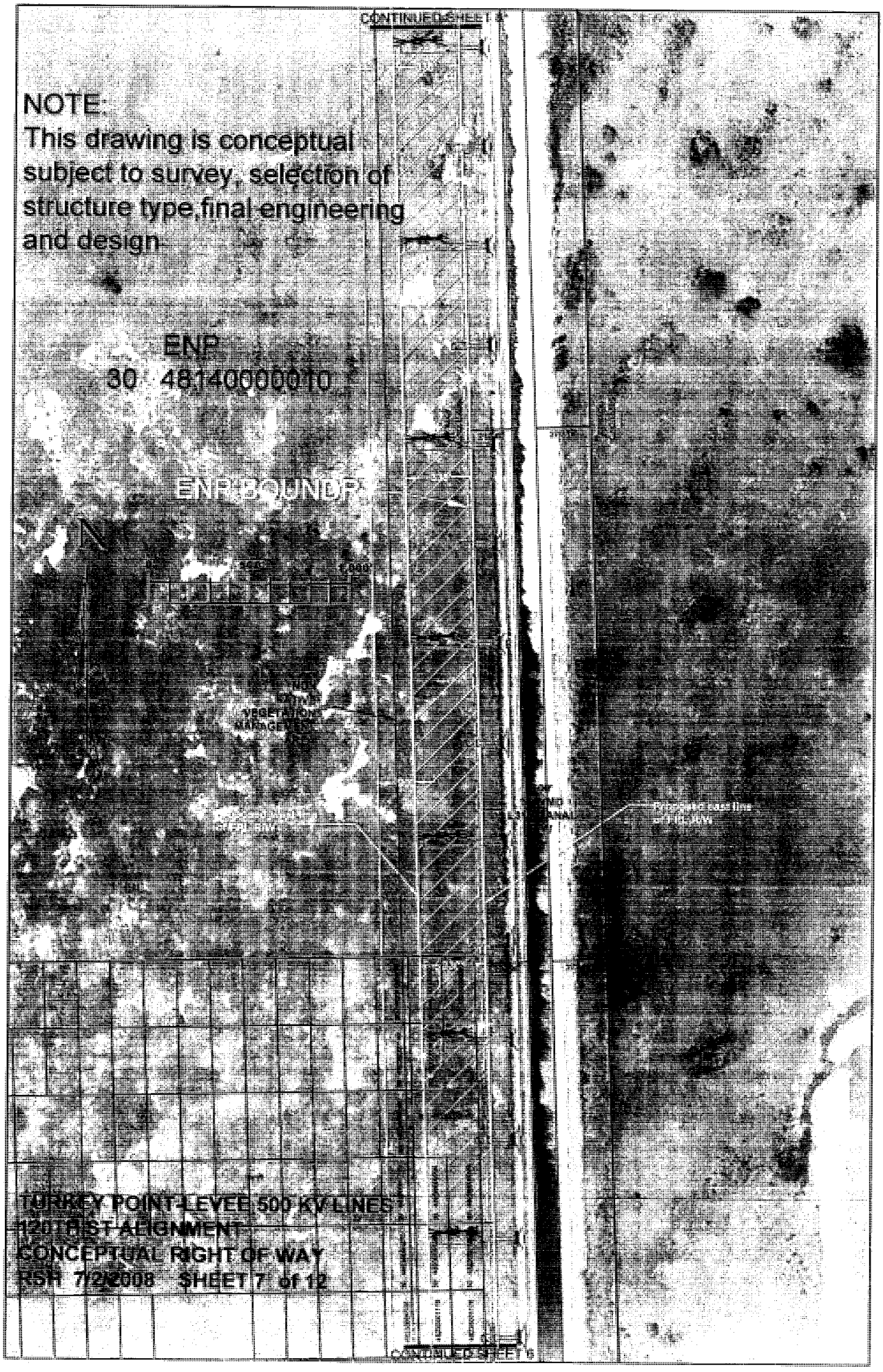
N
0'
400'
1,000'
ENP BOUNDRY
ACOE
NOTE:
This drawing is conceptual, subject to survey, selection of structure type, final engineering and design
TURKEY POINT-LEVEE 500 KV LINES
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 3 of 12

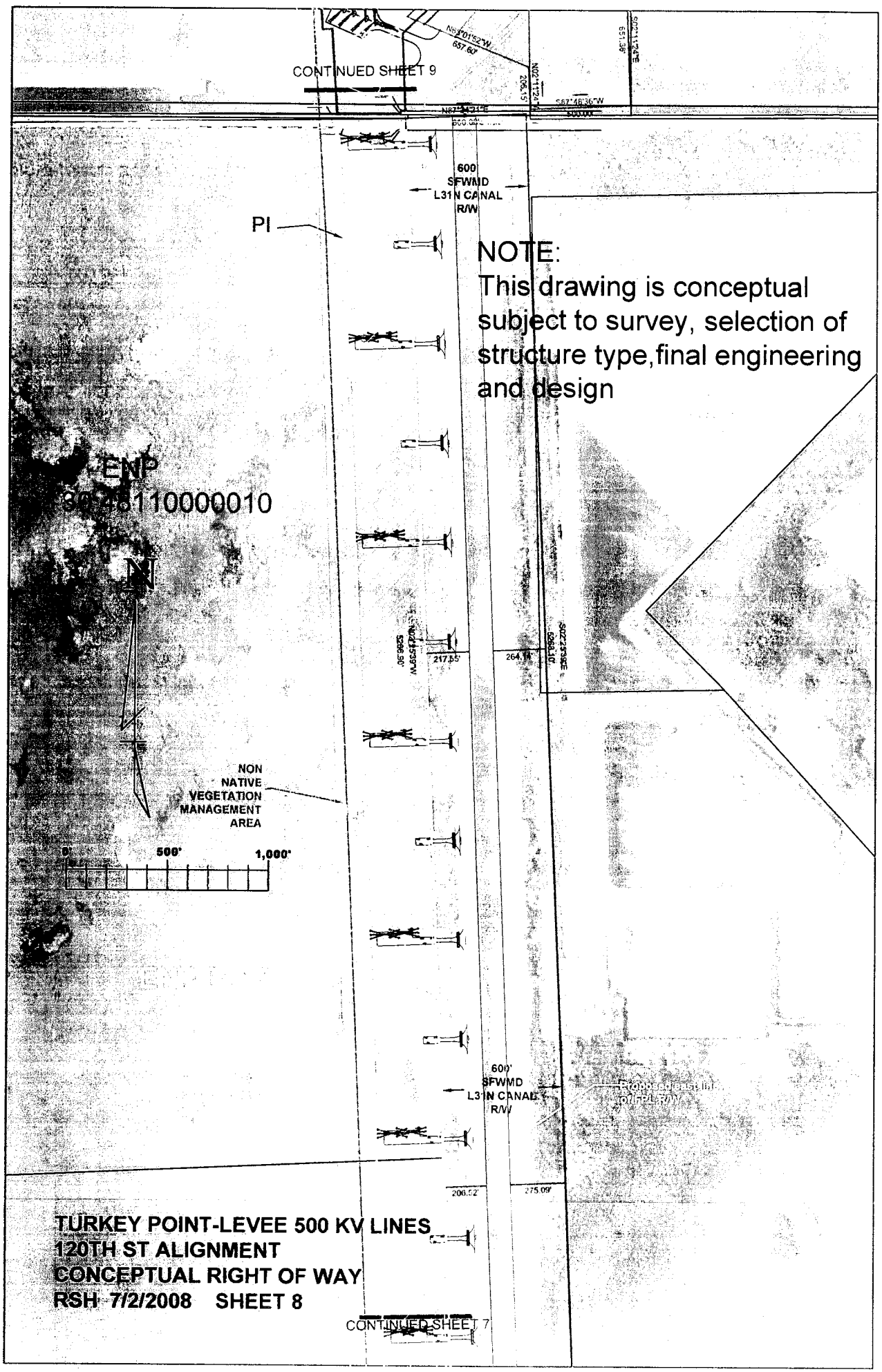

NOTE:
This drawing is conceptual, subject to survey, selection of structure type, final engineering and design
ENP BOUNDRY
Proposed west line of FPL R/W
ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE STRUCTURE MOVED SOUTHWARD TO AVOID GIS ENCROACHMENT INTO SFWMD R/W
N
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 4 of 12


CONTINUED SHEET 6
NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
ENP
30 48260000020
Proposed centerline of FPL R/W
N
0
500'
1,000
ENP BOUNDRY
TURKEY POINT LEVEE 500 KV LINES
ALTERNATIVE ALIGNMENT
CONCEPTUAL RIGHT OF WAY
SHEET 5 OF 12
PI
CONTINUED SHEET 4

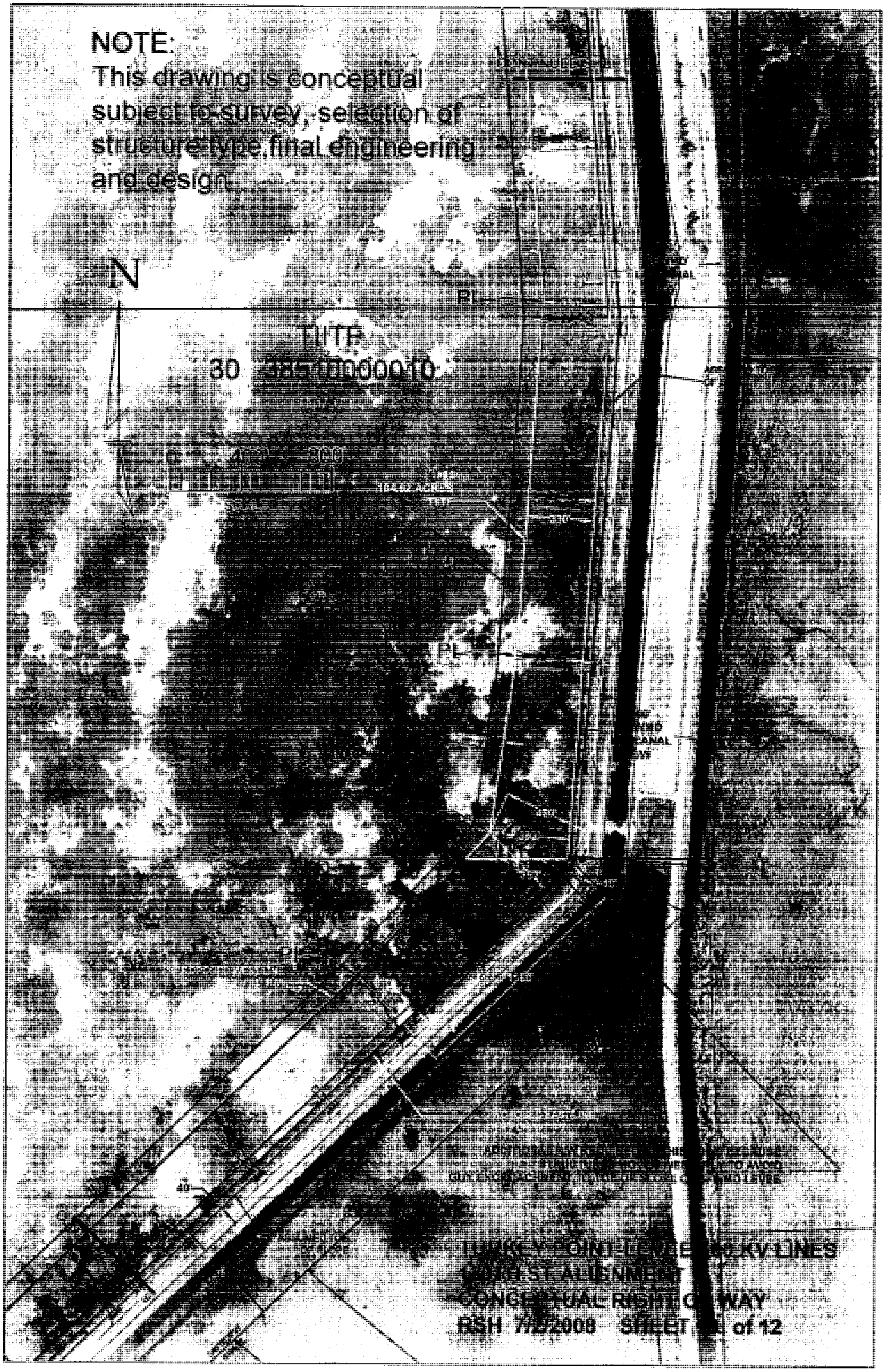


TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 6 of 12

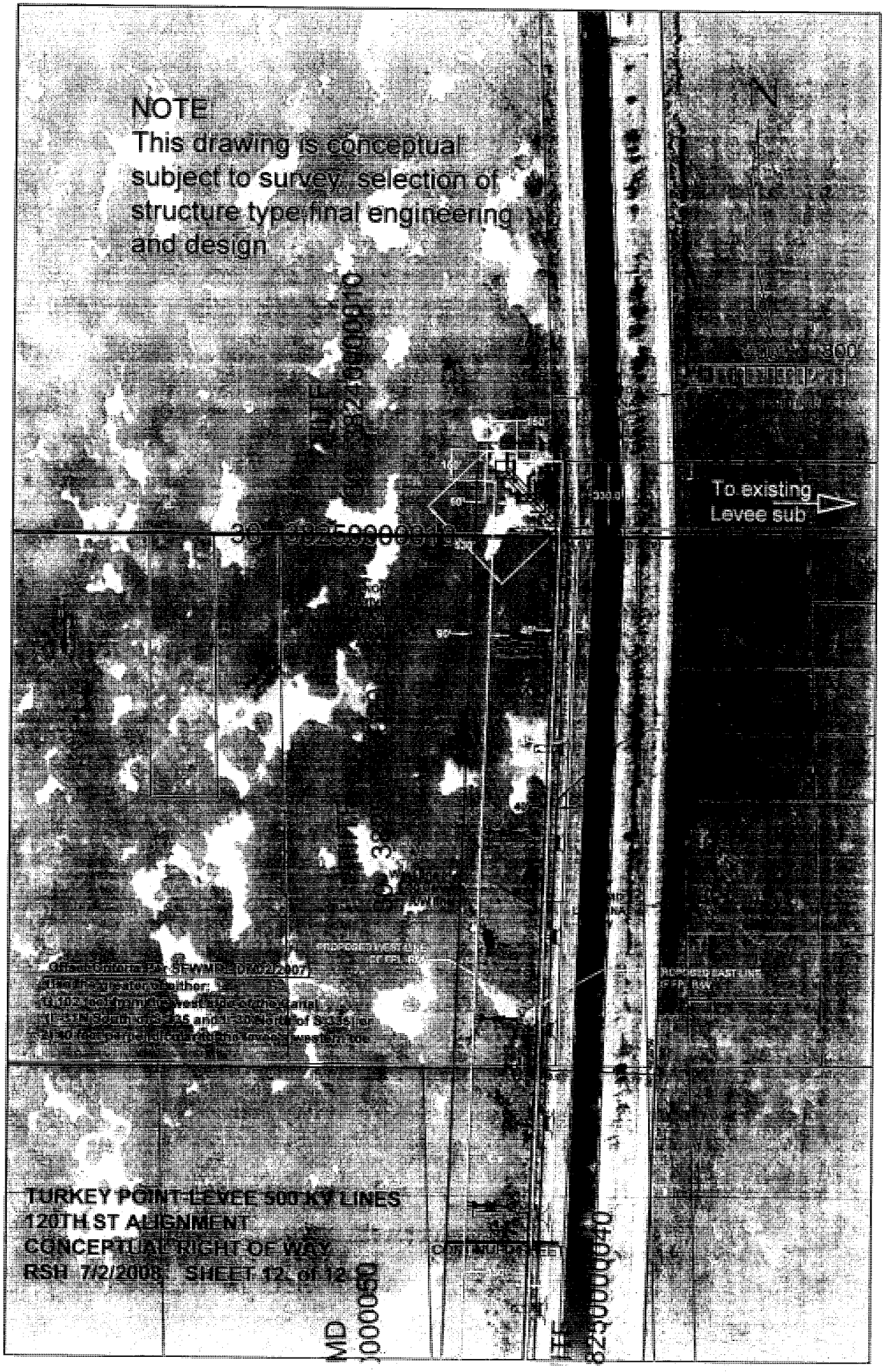

CONTINUED SHEET 6
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design.
ENP
30 481400000010
ENP BOUNDRY
N
VEGETATION MANAGEMENT
Proposed transmission line
R/W
TURKEY POINT-LEVEE 500 KV LINES
1201 FIST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 7 of 12
CONTINUED SHEET 8

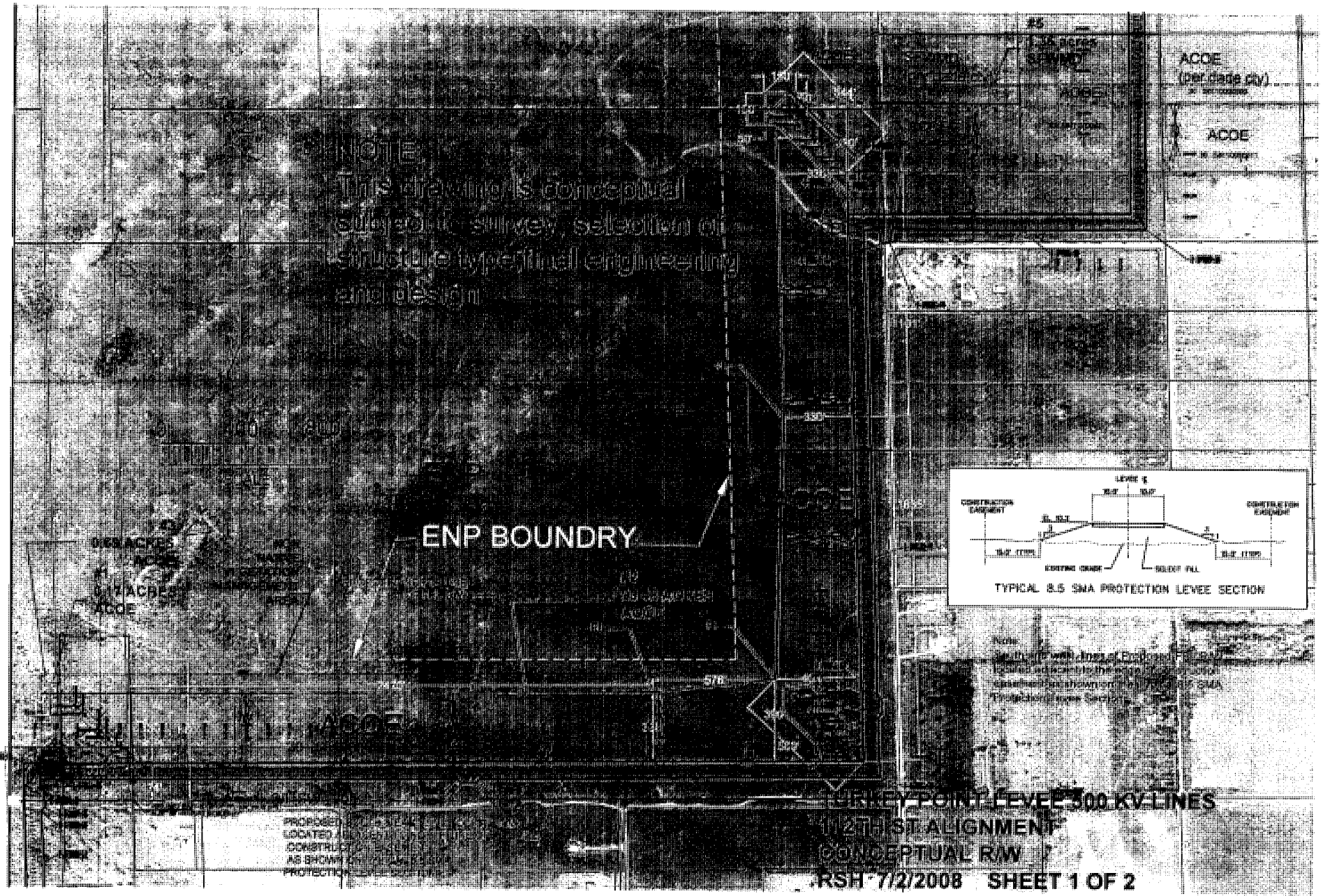

CONTINUED SHEET 9
600
SFWMD
L31N CANAL
R/W
PI
NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design
ENP
30481110000010
N
NON
NATIVE
VEGETATION
MANAGEMENT
AREA
0'
500'
1,000'
600'
SFWMD
L31N CANAL
R/W
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 8
CONTINUED SHEET 7

Offset Criteria Per SFWMD (07/02/2007)
Use the greater of either:
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
N
NOTE
This drawing is conceptual subject to survey, selection of structure type final engineering and design
SFWMD
30 48010000010
0' 400' 800'
SCALE
West line of L-30 Canal R/W line
NON NATIVE VEGETATION MANAGEMENT AREA
#14
14.76 ACRES
SFWMD
PROPOSED WEST LINE OF FPL R/W
#10
67.1 ACRES
SFWMD
PROPOSED EAST LINE OF FPL R/W
CANAL R/W
SFWMD
30 48020000010
ASSUMED TOE OF SLOPE
TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 9 of 12
CONTINUED SHEET 8
N87°34'21"E
S87°48'36"W
580.00


NOTE:
This drawing is conceptual subject to survey, selection of structure type, final engineering and design.
N
TIITP
30 385100000010
0 400 800
PI
PI
PI
40
TURKEY POINT-LEVEE 500 KV LINES
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET of 12

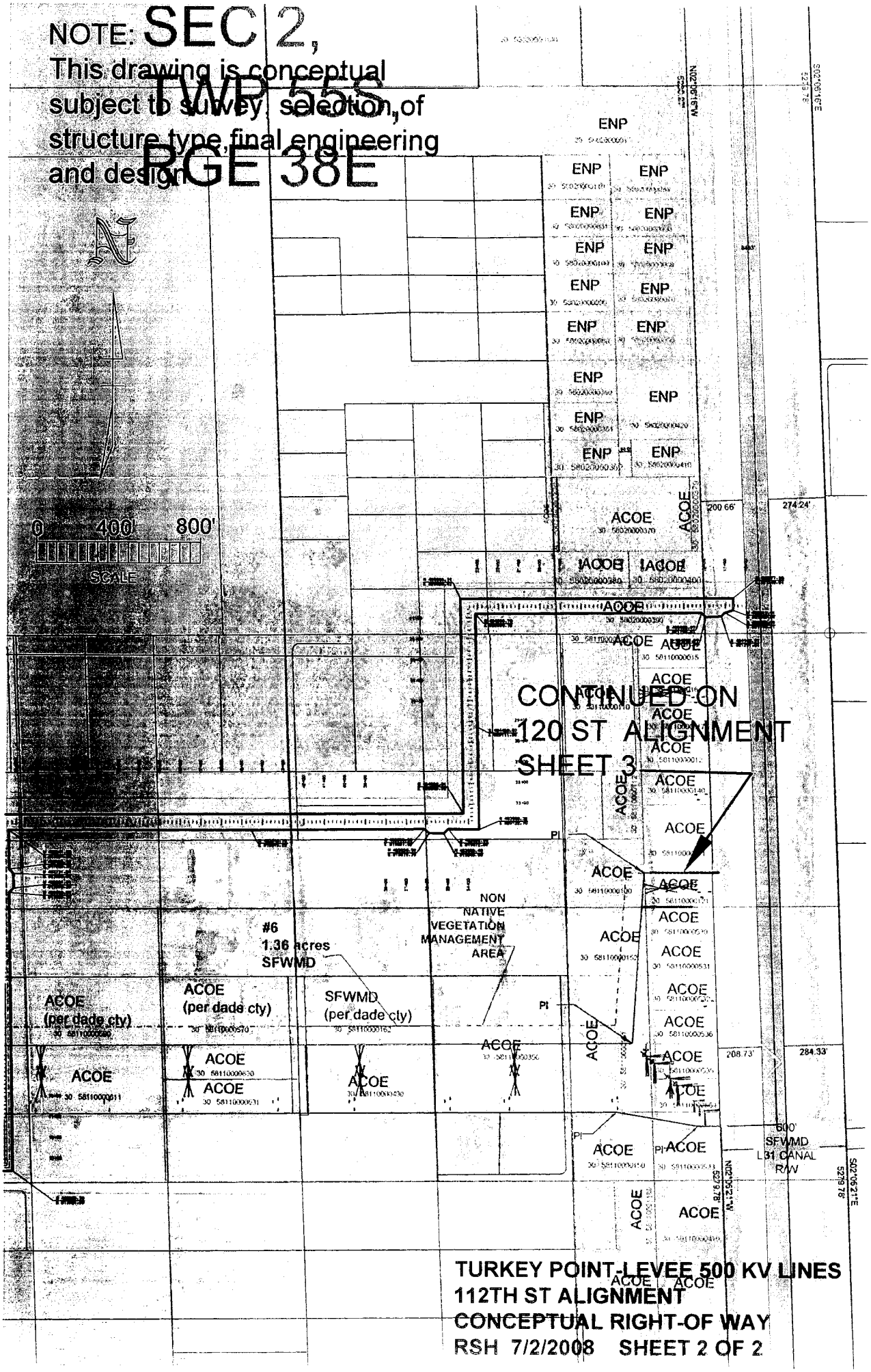
CONT. SHEET
SFWMD
30
TILT
NOTE:
PROPOSED EAST LINE
TILT
West line of
L-30 Canal
R/W line
Offset Criteria Per SFWMD (07/02/2007)
Use the greater of either:
1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
2) 40 feet perpendicular to the levee's western toe
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 11 of 12
CONTINUED SHEET


NOTE
This drawing is conceptual subject to survey, selection of structure type, final engineering and design
To existing Levee sub
N
TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 12 of 12


NOTE
This drawing is conceptual
subject to survey, selection of
structure type/final engineering
and design
ENP BOUNDRY
ACOE
(per state div)
ACOE
TYPICAL 8.5 SMA PROTECTION LEVEE SECTION
TURKEYPOINT LEVEE 500 KV LINES
112TH ST ALIGNMENT
CONCEPTUAL R/W
RSH 7/2/2008 SHEET 1 OF 2

NOTE: This drawing is conceptual subject to survey, selection, of structure type, final engineering and design.

SEC 2,
TWP 55S
RGE 38E



TURKEY POINT-LEVEE 500 KV LINES
112TH ST ALIGNMENT
CONCEPTUAL RIGHT-OF WAY
RSH 7/2/2008 SHEET 2 OF 2

Right of Way Relocation
Anticipated Access Rights to Relocated Right of Way

Access rights necessary for constructing, operating and maintaining transmission lines and other facilities on the Levee-Turkey Point relocated right of way from SW 120 St. to NW 41 St.

All Sections:
Right of ingress and egress (on, over and across) for personnel, material and equipment of FPL, its contractors, agents, successors or assigns over the lands. Rights to install, maintain, improve, modify or tie-into existing access roads to allow for safe access for personnel, vehicles, material and equipment. Rights for temporary storage of materials or equipment during the construction/maintenance period. Rights to install, maintain, improve or modify fencing/gates.

ACOE
From FPL R/W just north of SW 120th Street East to exit from inside 8.5 SMA Protection Levee
Use SFWMD 8.5 SMA Protection Levee for access to facilities. The access to the relocated right of way will be from the levee along and outside of the relocated right of way (except for those sections of the levee that cross the relocated right of way).

- Access and use of the levee (8.5 SMA Protection Levee) between FPL right of way and SW 197th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee.

For alternate route along 112th Street.

- Access and use of the levee (8.5 SMA Protection Levee) going east from FPL right of way to SW 197th Ave, then north slightly past SW 112th Street, than east to SW 194th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee

From 8.5 SMA Protection Levee East to L-31N, then north to ENP Boundary (near SW 100th Street)
A patrol road will be used within the transmission right of way along this section. Depending on surface and soil conditions, the patrol road may require simple clearing up to installation of compacted fill. Access to the R/W will be from the 8.5 SMA Protection Levee (or other public access) on south end and L-31N on east/north end. Access to the 8.5 SMA Protection Levee will be from FPL R/W or SW 197th Ave. Access to L-31N will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street, from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street.

SFWMD and TIITF
From ENP Boundary (near SW 100th Street) to SW 8th Street.
Use SFWMD L-31N right of way on the west side of the canal for access to the relocated right of way. Entry onto the L-31N right of way will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street(new access ramp to L-31N to be installed if needed), from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street. (Note: Other public roads may be used, but it appears that they are being vacated to the government owners of adjacent lots)

From SW 8th Street to NW 41st Street
Use SFWMD L-29/30 levee/right of way on the north and west side of the canals for access to the relocated right of way. Entry onto the L-29/30 right of way will be from SW 8th Street approximately 1.3 miles west of Krome Ave (SFWMD S356), from Krome Avenue approximately 1.1 mile north of SW 8th Street (SFWMD S335) and from Krome Avenue approximately 8.5 miles north of 8th Street (SFWMD bridge).

For these segments, easement must also grant rights to

- Construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Construct finger roads, ramps and pads for access to the facilities from the levee.

Right of Way Relocation
Anticipated Access Rights to Relocated Right of Way

Access rights necessary for constructing, operating and maintaining transmission lines and other facilities on the Levee-Turkey Point relocated right of way from SW 120 St. to NW 41 St.

All Sections:
Right of ingress and egress (on, over and across) for personnel, material and equipment of FPL, its contractors, agents, successors or assigns over the lands. Rights to install, maintain, improve, modify or tie-into existing access roads to allow for safe access for personnel, vehicles, material and equipment. Rights for temporary storage of materials or equipment during the construction/maintenance period. Rights to install, maintain, improve or modify fencing/gates.

ACOE
From FPL R/W just north of SW 120th Street East to exit from inside 8.5 SMA Protection Levee
Use SFWMD 8.5 SMA Protection Levee for access to facilities. The access to the relocated right of way will be from the levee along and outside of the relocated right of way (except for those sections of the levee that cross the relocated right of way).

- Access and use of the levee (8.5 SMA Protection Levee) between FPL right of way and SW 197th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee.

For alternate route along 112th Street.

- Access and use of the levee (8.5 SMA Protection Levee) going east from FPL right of way to SW 197th Ave, then north slightly past SW 112th Street, than east to SW 194th Ave
- Ability to construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required
- Ability to construct finger roads, ramps and pads for access to the facilities from the levee

From 8.5 SMA Protection Levee East to L-31N, then north to ENP Boundary (near SW 100th Street)
A patrol road will be used within the transmission right of way along this section. Depending on surface and soil conditions, the patrol road may require simple clearing up to installation of compacted fill. Access to the R/W will be from the 8.5 SMA Protection Levee (or other public access) on south end and L-31N on east/north end. Access to the 8.5 SMA Protection Levee will be from FPL R/W or SW 197th Ave. Access to L-31N will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street, from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street.

SFWMD and TIITF
From ENP Boundary (near SW 100th Street) to SW 8th Street.
Use SFWMD L-31N right of way on the west side of the canal for access to the relocated right of way. Entry onto the L-31N right of way will be from SW 8th Street, 8.5 SMA Protection Levee near SW100th Street(new access ramp to L-31N to be installed if needed), from relocated right of way near SW 120th Street (new access ramp to L-31N to be installed if needed) or SW 136th Street. (Note: Other public roads may be used, but it appears that they are being vacated to the government owners of adjacent lots)

From SW 8th Street to NW 41st Street
Use SFWMD L-29/30 levee/right of way on the north and west side of the canals for access to the relocated right of way. Entry onto the L-29/30 right of way will be from SW 8th Street approximately 1.3 miles west of Krome Ave (SFWMD S356), from Krome Avenue approximately 1.1 mile north of SW 8th Street (SFWMD S335) and from Krome Avenue approximately 8.5 miles north of 8th Street (SFWMD bridge).

For these segments, easement must also grant rights to

- Construct access roads and ramps onto the levee for access from FPL R/W and other public access, if required.
- Construct finger roads, ramps and pads for access to the facilities from the levee.

CONCEPTUAL CONFIGURATION OF PROPOSED RELOCATED FPL R/W ALONG ENP

2-SINGLE POLE SINGLE CIRCUIT 500 KV LINES

1-SINGLE POLE DOUBLE CIRCUIT AND 1 SINGLE POLE SINGLE CIRCUIT 230 KV LINES

500 KV LINES
- 3 BUNDLED 1272 ACSR/AW CONDUCTORS
- 2-7 #8 AW OHGW's
- 1050' +/- SPANS, OR DISTANCE BETWEEN POLES

230 KV LINES
- 1431 ACSR/AW & 7#8 AW OHGW's
- 500' +/- SPANS

The east edge of the relocated FPL R/W was determined utilizing the following criteria provided by the SFWMD:

1) No closer than 102' to the western edge of the SFWMD L-31 canal.

2) The lesser of the distances to the western edge of the SFWMD L-31 canal from the following:

a. A point 14' west of the west toe of slope of the existing levee.
OR
b. 110' to the west edge of the canal.

In some cases in order to eliminate angles in the transmission line, the R/W line is located between points a and b or further west.

NOTES:

1) Cross sections are based on Georeferenced aerials and drawings supplied by SFWMD, no survey work has been performed to verify this data at this time.

2) Cross sections depict tangent design only. Areas requiring angle structures will require wider Right of Way

3) All dimensions are approximate pending survey and design

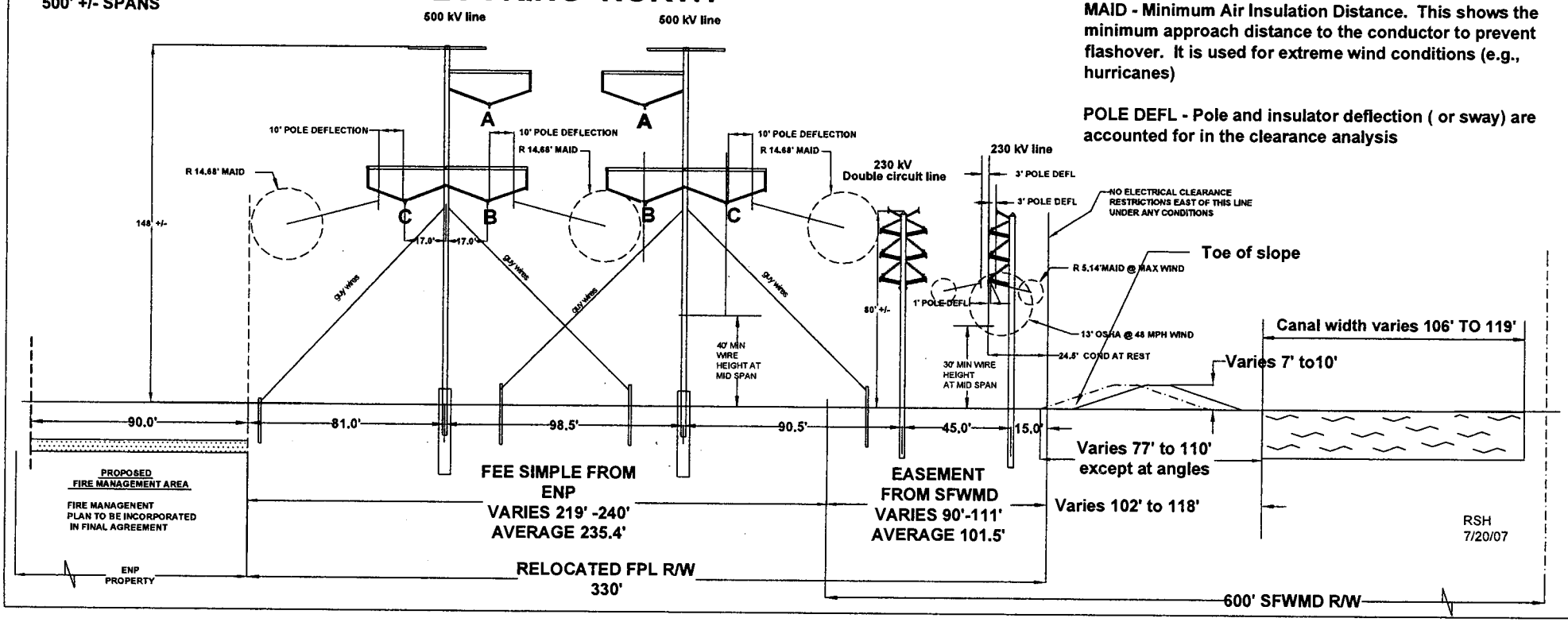
DEFINITIONS:

OSHA - Occupational Safety and Health Administration. This circle shows the minimum approach distance to be maintained. It is developed for a 6psf wind (~48 mph). Normal work is stopped at 35 mph winds.

MAID - Minimum Air Insulation Distance. This shows the minimum approach distance to the conductor to prevent flashover. It is used for extreme wind conditions (e.g., hurricanes)

POLE DEFL - Pole and insulator deflection (or sway) are accounted for in the clearance analysis

LOOKING NORTH



Appendix 3

LANDS NORTH OF TAMIAMI TRAIL TO BE RELEASED BY FPL TO SFWMD AND TIITF

A strip of land 330 feet in width, being 165 feet on each side of a centerline, running through Section 3, Township 54 South, Range 38 East, Excess Government Lots 3 and 2 between Townships 53 and 54 South, Range 38 East and Sections 35, 36, 25 and 24, Township 53 South, Range 38 East, all of Dade County, Florida, said centerline being described as follows:

Begin at a point on the South line of said Section 3, 205.13 feet East of the Southwest corner of said Section 3; thence run North 2 degrees 16 seconds 30 minutes W, along a line 205 feet East of and parallel to the Northerly extension of the West line of Section 10,. Township 54 South, Range 38 East, for a distance of 790.00 feet to a point, this point to be known as Point "A" and having coordinates of X-655,043.47 and Y-519,777.40; thence run N 38 degrees 58 minutes 55 seconds E for a distance of 23,070.42 feet to a point, this point to be known as Point "B" and having coordinates of X-699,556.51 and Y-537,711.06; thence run S 89 degrees 48 minutes 43 seconds E for a distance of 772.49 feet to the East line of said Section 24, this point being 205 feet North of the Southeast corner of said Section 24 and being the end of said centerline.

Together with the following described parcels: Parcel "A": Commence at above described Point "A", thence run N71 degrees 38 minutes 48 seconds W for a distance of 176.30 feet to Point of Beginning: From said P.O.B., thence run N38 degrees 58 minutes 55 seconds E for 131.18 feet; thence run N 51 degrees 01 minutes 05 seconds W for 50.00 feet; S 38 degrees 58 minutes 55 seconds W for 150.00 feet; thence run S 2 degrees 16 minutes 30 seconds E for 150.00 feet; thence run N 87 degrees 43 minutes 30 seconds E for 50 feet; thence run N 2 degrees 16 minutes 30 seconds W for 131.18 feet to P.O.B. Parcel "B": Commence at above described Point "B", thence run N 25 degrees 24 minutes 54 seconds W for a distance of 182.97 feet to Point of beginning: From said P.O.B., thence run S 89 degrees 48 minutes 43 seconds E for 126.04 feet; thence run N 0degrees 11 minutes 17 seconds E for 50.00 feet; thence run N 89 degrees 48 minutes 43 seconds W for 150.00 feet; thence run S 38 degrees 58 minutes 55 seconds W for 150.00 feet; thence run S 51 degrees 01 minutes 05 seconds E for 50.00 feet; thence run N 38 degrees 58 minutes 55 seconds E for 126.04 feet to P.O.B.

Subject to the common right-of-ways of Levees L-29 and L-30, and Krome Avenue (S.R. 27) which line within the above described boundary limits.

EXHIBIT A

Utility Easement
by and between FPL and SFWMD

Prepared by and Return to Following Recording:
Patricia Lakhia, Esq (Law/JB)
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("**Grantor**") with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida ("**Grantee**"), whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns, an easement forever for a utility corridor being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corners and turns), to be used for the construction, operation and maintenance of overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, pads, trails and equipment associated therewith, attachments and appurtenant equipment for communication facilities for Grantee's sole use, (all of the foregoing hereinafter referred to collectively as "**facilities**") over, under, in, on, upon, through and across the lands of the Grantor situated in the Miami-Dade, County, Florida and being more particularly described on **Exhibit "A-1"**, attached hereto and made a part hereof, and for those lands acquired by Grantor from the United States Army Corps of Engineers and for lands owned by Grantor in the vicinity of SW 120th Street, Miami, Florida Grantor hereby grants Grantee the right to an easement forever for a utility corridor being a minimum 330 feet in width, but no greater than 584 feet in width (in the area of corners and turns), to be used for the construction, operation and maintenance of overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, pads, trails and equipment associated therewith, attachments and appurtenant equipment for communication facilities, and the right to construct, operate and maintain one or more pipelines and appurtenant equipment for the transmission of substances (all of the foregoing hereinafter referred to collectively as "**facilities**") over, under, in, on, upon, through and across the lands of the Grantor situated in the Miami-Dade, County, Florida and being more particularly described on **Exhibit "A-2"**, attached hereto and made

a part hereof, (the lands described in Exhibit "A-1" and Exhibit "A-2" collectively being the "**Easement Area**") together with the right and privilege from time to time to reconstruct, inspect, alter, improve, replace and remove such facilities, upon, across, over, under and or through the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees, undergrowth and other obstructions within the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder, but not the right to add additional circuits beyond that shown in **Appendix 2-3**, or increase the voltage of such facilities or change the nature of such facilities without Grantor's prior written approval which approval shall not be unreasonably withheld, conditioned or delayed.

Grantor, however, reserves the right and privilege to use the Easement Area for such other purposes, except as herein granted, or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees, that no portion of the Easement Area shall be excavated, altered, obstructed, improved, or surfaced. Grantor and Grantee agree that the Easement Area may be flooded by Grantor provided that no portion of Grantee's facilities is flooded above 10.5 feet NGVD 1929 elevation. Grantor further agrees that no portion of the Easement Area shall be paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for flood control purposes) shall be located, constructed, maintained or operated over, under, upon, through or across the Easement Area by the Grantor, or the successors or, assigns of Grantor without the prior written approval of the Grantee, or its successors or assigns, which may not be unreasonably withheld, conditioned or delayed. Grantor and Grantee also agree that the Easement Area may be flooded by Grantor provided that no portion of Grantee's facilities constructed adjacent to the L-31 levee shall be flooded above 10.5 feet NGVD 1929 elevation. The above-limitations on water elevations undertaken by Grantor does not create a contractual obligation for Grantor to otherwise provide flood control or protection to FPL as a result of rainfall or weather events.

Grantee must repair any damage to the Easement Area resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Area resulting from Grantee's use within thirty (30) days following Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at Grantor's sole option, repair the Easement Area at Grantee's sole cost and expense. In the event Grantor exercises its rights of repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the time frame provided in this Paragraph, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "**Default Rate**").

All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (ii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below :

To Grantor:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida 33406
Telephone: (561) ___-____

To Grantee:

Vice President of Corporate Real Estate
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:
Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: 561-304-5261

As a condition precedent to entry within the Easement Area by any Grantee contactor, subcontractor, agent, representative, licensee, or invitee, Grantee shall require such contactor, subcontractor, agent, representative, licensee, and invitee to provide to the Grantor insurance with the same protection and insurance coverages required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by the Grantor.

Grantee agrees to secure any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easement Area; 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 Easement Area by Grantee.

Grantee 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 stored on the Easement Area. Grantee agrees further that in the event it should create a hazardous condition on the Easement Area, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

Grantor makes no representation or warranty with respect to the title to or the condition of the Easement Area and that Grantee hereby accepts the Easement Area in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, including with respect to the environmental condition of the property and possible disposal of hazardous waste, substances, or pollutants as defined or regulated under applicable law.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this _____ day of _____, 2008.

Signed, sealed and delivered
presence of:

_____
Signature
Print Name: _____

_____
Signature:
Print Name: _____

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Its: _____
Print Name: _____

Signed, sealed and delivered
presence of:

_____
Signature
Print Name: _____

_____
Signature:
Print Name: _____

FLORIDA POWER & LIGHT
COMPANY

By: _____
Terry L. Hicks
Vice President of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared _____, _____(title) of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, personally known to me to be the persons who subscribed to the foregoing instrument or who produced _____ as identification, and acknowledged that ____executed the same on behalf of SOUTH FLORIDA WATER MANAGEMENT DISTRICT and acknowledged that ___he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared Terry L. Hicks, Vice President of Corporate Real Estate of the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of FLORIDA POWER & LIGHT COMPANY and acknowledged that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "A-1"

[Legal description to be provided following survey and is subject to approval of the parties]

Exhibit "A-2"

[Legal description to be provided following survey and is subject to approval of the parties]

EXHIBIT B

Prepared By and Return to Following Recording:
Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Folio No._____

PARTIAL RELEASE OF PERMIT AGREEMENT

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 (the "***FPL***"), the owner and holder of that certain Permit Agreement recorded in the public records of Miami-Dade County Florida recorded in Official Record Book 7343 at page 940 (the "***Permit***"), for and in consideration of certain benefits accruing to it, does hereby release unto the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("***SFWMD***") so much of said Permit and any other right, title, or interest as lies within the property described on the attached Exhibit "A" which is incorporated herein by reference ("***Property***"), but excluding FPL's easements over private land and land owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida except to the extent that SFWMD has an easement or reserved rights over the Property, including the right to flow water or construct certain flood and water control related improvements, in which case FPL releases SFWMD's easement from such Permit rights and any other right, title, or interest of FPL.

And hereby agrees that from and after the date hereof the Property shall be freed of said Permit and the rights and privileges granted therein and any other right, title or interest of FPL in the Property, excluding FPL's easements over private land and land owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida, which easements and rights thereunder are expressly retained as provided above. **This release applies only to the Property and in no way affects other lands covered by the Permit.**

IN WITNESS WHEREOF, the said FLORIDA POWER & LIGHT COMPANY has caused this Partial Release of Permit to be signed in its name by its proper officers and its corporate seal to be affixed, this _____ day of _____, 2008.

Signed, Sealed & Delivered in
The Presence of:

_____
Print Name:_____

_____
Print Name:_____

FPL:
FLORIDA POWER AND LIGHT
COMPANY

BY:_____
Terry L. Hicks
Vice President of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___day of _____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, on behalf of the corporation, being duly authorized to do so, and who is personally known to me.

_____
Notary Public

_____
Print
My Commission Expires: _____

Exhibit "A"

[Legal Description to be provided]

EXHIBIT C

Non-Native Vegetation Management Easement from the South Florida Water Management District to FPL

Prepared by and Following Recording Return to:

Patricia Lakhia, Esquire
Florida Power& Light Company
700 Universe Boulevard
Juno Beach, FL 33404-0420

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Sec._____, Twp___, Rge___
Parcel I.D. _____

The SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 ("**SFWMD**") , in consideration of the payment of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and gives to FLORIDA POWER & LIGHT COMPANY, a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, Florida 33408, its employees, licensees, contractors, sub-contractors, agents, successors, and assigns (collectively, "**FPL**"), an easement forever for the purpose of removing fire prone exotics including but not limited to Melaleuca and Australian pine, within the following easements or parcels of land, each being ninety (90) feet in width, and more particularly described on the attached Exhibit "A" which is incorporated herein by reference ("**Easement Area**").

FPL understands that herbicides applied within the Easement Area shall only be those registered by the U.S. Environmental Protection Agency and which have state approval. Herbicide application rates and concentrations will be in accordance with label directions and will be carried out by a licensed applicator, meeting all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used within the Easement Area unless the effects on non-targeted vegetation are minimized.

FPL agrees to secure any and all applicable federal, state, and local permits required in connection with FPL's use of the Easement Area; 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 Easement Area by FPL.

SFWMD reserves the right to maintain, construct or alter roads which are located on the Easement Area and are necessary to SFWMD's operations, and in doing so, agrees that it shall not temporarily or permanently impede FPL's access over the Easement Area.

FPL agrees that it will not use the Easement Area in any manner which will interfere with SFWMD's use of the Easement Area or cause a hazardous condition to exist. FPL 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 stored on the Easement Area. FPL agrees further that in the event it should create a hazardous condition on the Lands, then upon notification by SFWMD, FPL shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

FPL must repair any damage to the Easement Area resulting from FPL's use thereof under this Easement. If FPL fails to repair the Easement Area resulting from FPL's use within thirty (30) days from the date of SFWMD's written notice to FPL of such damage (or within such time as agreed upon in writing by SFWMD and FPL), SFWMD may, at its sole option, repair the Easement at FPL's sole cost and expense. In the event that SFWMD exercises its rights of repair, SFWMD shall submit a written demand for such costs and expenses to FPL, and FPL shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from SFWMD. If FPL fails to pay such costs in the time frame provided in this Section 3, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "**Default Rate**").

All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (ii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below:

To SFWMD:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida
Telephone: (561) ___-____

To FPL:

Vice President of Corporate Real Estate
Florida Power & Light Company

700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:
Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 334084-0420
Telephone: 561-304-5261

As a condition precedent to entry within the Easement Area by FPL or its contactor, subcontractor, agent, representative, licensee, or invitee, FPL shall require such FPL contactor, subcontractor, agent, representative, licensee, and invitee to provide to the SFWMD insurance with the same protection and insurance coverages required by and afforded to the FPL. FPL shall also require that the SFWMD be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by SFWMD.

SFWMD makes no representation or warranty with respect to the title to or the condition of the Easement Area and that FPL hereby accepts the Easement Area in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, including with respect to the environmental condition of the property and possible disposal of hazardous waste, substances, or pollutants as defined or regulated under applicable law.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed as of the date first set forth above.

Signed, Sealed & Delivered in
The Presence of:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,

A public corporation of the State of Florida

_____
Signature:
Print Name: _____

_____
Signature:
Print Name: _____

by:_____
Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared _____, _____of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she/they executed the same on behalf of said entity and was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed as of the date first set forth above.

Executed in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY

_____
Print Name:_____

By: _____
Terry L. Hicks
Vice President of Corporate Real Estate

_____
Print Name:_____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared, Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print):_____
Commission No.: _____
My Commission Expires:_____

Exhibit "A"

Legal Description of
NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

[Legal Descriptions will be provided following completion of surveys and are subject to the approval of the parties]

EXHIBIT D

Access Easement
from South Florida Water Management District to FPL

This Instrument Prepared by and Return to:
Patricia Lakhia, Esq.
Florida Power & Light Company
700 Universe Blvd – Law Dept.
Juno Beach, Florida 33408

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made and entered into as of this _____ day of _____, 2008, by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTTRICT,** an public corporation of the State of Florida, with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 ("**Grantor**") and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, having its principal office and place of business at 700 Universe Boulevard, Juno Beach, Florida 33408, ("**FPL**", also referred to herein as "**Grantee**").

1. Grant of Easement. Grantor, for and in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to FPL, its agents, employees, contractors, sub-contractors, invitees, successors and assigns, a non-exclusive access easement in favor of FPL, in, on, over, under and across the property more particularly identified on the attached **Exhibit "A"** to this Easement (the "**Easement Property**"), which Exhibit is made a part hereof, for ingress and egress by FPL and its agents, employees, contractors, sub-contractors, invitees, successors and assigns, on foot and by motor vehicle, including trucks and heavy equipment and with materials, to and from FPL's facilities located on adjacent lands and more particularly described in the attached **Exhibit "B"** attached hereto and made a part hereof, and for the construction and maintenance of finger roads and pads to serve such FPL facilities. This easement is granted with all rights necessary and convenient for the full use and enjoyment of the Easement Property for the purposes described herein, including without limitation the right of FPL to use any existing or future road on the Easement Property, and the right of FPL to install, maintain, improve or modify fences/gates (with FPL promptly providing Grantor with keys to all such fences/gates), ramps, roads and bridges to allow for safe access for personnel, vehicles, materials and equipment, subject to SFWMD's advance review and written approval, which may not be unreasonably withheld, conditioned or delayed, of any FPL proposal to install, improve, or modify fences/gates, ramps, roads, or bridges.

2. Term of Easement. This Easement shall be perpetual.

3. Compliance With Laws. FPL shall at all times observe in its use of the Easement Property all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations.

4. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous.

(a) All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

(b) Grantor hereby reserves the right to use the Easement Property for all uses not interfering or inconsistent with the Easement permitted herein in any material respect. At no time will the Easement Property be obstructed by Grantor or Grantee or by any object which would prohibit or impair access, ingress or egress to and from the Easement Property or any lands owned, controlled or used by Grantor or Grantee. Grantee shall also keep the Easement Property free of rubbish or other hazards as a result of Grantee's use.

(c) Grantee has the right but not the obligation to maintain the Easement Property but must repair any damage to the Easement Property resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Property resulting from Grantee's use within thirty (30) days following Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at Grantor's sole option, repair the damage to the Easement Property at Grantee's sole cost and expense. In the event Grantor exercises its rights of repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the time frame provided, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the **"Default Rate"**).

(d) All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (ii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below:

To Grantor:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida 33406
Telephone: (561) ___-____

To Grantee:

Vice President of Corporate Real Estate

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:
Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: 561-304-5261

(e) As a condition precedent to entry within the Easement Property by Grantee or its contactor, subcontractor, agent, representative, licensee, or invitee, Grantee shall require such contactor, subcontractor, agent, representative, licensee, and invitee to provide to the Grantor insurance with the same protection and insurance coverages required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by the Grantor.

(f) Grantee shall secure any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easement Area; 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 Easement Area by FPL.

(g) Grantee 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 stored on the Easement Property. Grantee agrees further that in the event Grantee should create a hazardous condition on the Easement Property, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

(h) Grantor makes no representation or warranty with respect to the title to or the condition of the Easement Property and that Grantee hereby accepts the Easement Property in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, including with respect to the environmental condition of the property and possible disposal of hazardous waste, substances, or pollutants as defined or regulated under applicable law.

6. Amendments. This Easement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

EXECUTED as of the date and year first above written.

[Remainder of page intentionally blank; Signature pages follow]

ACCESS EASEMENT
[Signature page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH FLORIDA
WATER MANAGEMENT DISTICT,
A public corporation of the State of Florida

_____
Name:_____

By:_____
Print
Name_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)
)ss.
COUNTY OF_____)

THE FOREGOING instrument was acknowledged before me this _____ day _____, 2008, by _____, _____of South Florida Water Management District, a public corporation of the State of Florida, personally known to me or who has produced _____ as identification and acknowledged that ___he executed same on behalf of said entity and was duly authorized to do so.

_____
Notary Public, State of Florida

My Commission No:
My Commission Expires

ACCESS EASEMENT
[Signature page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

_____
Name: _____

By:_____
Terry L. Hicks
Vice President of Corporate Real Estate

_____
Name:_____

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me this _____ day _____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me and acknowledged that he executed same on behalf of said corporation and was duly authorized to do so.

_____
Notary Public, State of Florida

My Commission No:
My Commission Expires

EXHIBIT A

THE EASEMENT PROPERTY

[*Legal descriptions to be provided following completion of surveys and are subject to the approval of the parties*]

EXHIBIT B

FPL Adjacent Facilities Property

[Legal Descriptions to be provided following completion of surveys and are subject to the approval of the parties]

Exhibit E

Prepared By and Return To:

Patricia Lakhia, Esq.
Florida Power & Light Company
700 Universe Blvd. (LAW/JB)
Juno Beach, FL 33408-0420

(This space reserved for recording information)

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT ("***Agreement***") is executed this ___ day of _____, 2008 by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, 3301 Gun Club Road, West Palm Beach, FL 33406 ("***SFWMD***") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, 700 Universe Boulevard, Juno Beach, FL 33408 ("***FPL***"). SFWMD and FPL are sometimes individually referred to herein as a "party" and collectively as the "parties".

RECITALS:

WHEREAS, FPL has acquired certain land interests encumbering real property located in Miami-Dade County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof ("***Property***");

WHEREAS, SFWMD (or SFWMD through its predecessor entity, the Central and Southern Florida Flood Control District or Everglades Drainage District) is the beneficiary of certain easements and reserved rights over the Property including but not limited to those described in the Public Records of Miami-Dade County, Florida in Official Records Book ("ORB") 3344 at page 22, ORB 8066 at page 814, ORB 3236 at page 582, ORB 3364 at page 248, ORB 2633 at page 850 , ORB 3296 at page 459, ORB 3292 at page 385 and ORB 3356 at page 394, which include the right to construct certain flood and water control related improvements on the Property, which easement rights burden all or a portion of the Property (the "***SFWMD Easements***"); and

WHEREAS, FPL's land interests on the Property include but are not limited to the right to construct transmission lines and appurtenant facilities on the Property, and access to and from such facilities, all of which burden the Property or a portion thereof (collectively, the "***FPL Easements***"); and

WHEREAS, the parties desire to enter into this Agreement to assure FPL and SFWMD of the benefits of their respective Easements.

AGREEMENTS:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination.** SFWMD agrees, if the FPL transmission pads are constructed upon a minimum 10.5 feet NGVD elevation, that SFWMD's rights under the SFWMD Easements to construct improvements within the area encumbered by the FPL Easements, shall be and are hereby declared to be, and at all times hereafter shall be and remain, subject and subordinate in all respects to the FPL Easements and to all modifications and restatements thereof, with the same force and effect as if the FPL Easements had been executed and delivered prior to the execution and delivery of the SFWMD Easements, and without regard to the priority of recording of the SFWMD Easements and FPL Easements. SFWMD and FPL agree that such subordination does not include a subordination of SFWMD's rights to flood or flow the land as set forth in the SFWMD Easements, however, that SFWMD agrees that neither temporary nor permanent flood elevations on the FPL Easements will exceed 10.5 feet NGVD 1929 elevation. The above-limitation on water elevations undertaken by Grantor does not create a contractual obligation for Grantor to otherwise provide flood control or protection to FPL as a result of rainfall or weather events.

2. **Non-Disturbance.** SFWMD agrees, if the FPL transmission pads are constructed upon a minimum 10 feet NGVD elevation, that in the exercise of SFWMD's rights under the SFWMD Easements, as the same may be amended from time to time, SFWMD shall not interfere with, interrupt or impair, in any way: (i) FPL's use and enjoyment of the FPL Easements, in accordance with the terms and provisions of this Agreement and/or the FPL Easements or (ii) FPL's exercise of any other rights under the FPL Easements.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective successors and assigns.

4. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document.

5. **Amendment.** This Agreement may only be amended by an instrument in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SFWMD:
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,
a public corporation of the State of Florida

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY _____ DATE 8/18/2008

By:_____
Print Name:_____
Title:_____

FPL:
FLORIDA POWER & LIGHT COMPANY,
A Florida corporation

By:_____
Terry L. Hicks
Vice President of Corporate Real Estate

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was duly acknowledged before me this _____ day of _____, 2008, by _____, _____ of SOUTH FLORIDA WATER MANAGEMENT DISTICT a public corporation of the State of Florida, who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

_____
Notary Public, State of Florida

_____
Notary Printed Name

_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was duly acknowledged before me this _____ day of _____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

_____
Notary Public, State of Florida

_____
Notary Printed Name

_____
My Commission Expires:

EXHIBIT A

Legal Description

[Legal descriptions to be provided following completion of surveys and are subject to the approval of the parties]

MEMORANDUM OF AGREEMENT BETWEEN BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND FLORIDA POWER & LIGHT COMPANY FOR RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S ELECTRICAL TRANSMISSION RIGHT-OF-WAY CORRIDOR LOCATED IN OR ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA

This Memorandum of Agreement ("**Agreement**") is entered into by and between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("**TIITF**"), an agency of the State of Florida, acting through the State of Florida Department of Environmental Protection ("**DEP**") and Florida Power & Light Company, a Florida corporation (hereinafter **"FPL"**), to relocate a portion of an existing FPL electrical transmission right-of-way corridor for the benefit of Everglades National Park ("**ENP**") and the Comprehensive Everglades Restoration Program ("**CERP**") and Modified Waters Delivery Project. TIITF and FPL are sometimes individually referred to herein as a "**Party**", and collectively as the "**Parties**".

I. Recitals

1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. § 410r-5 *et seq.* expanded the boundaries of the ENP to include approximately 109,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the United States (i.e., National Park Service, the **"NPS"**) to acquire lands within the designated area (**"ENP Expansion Area"**). The purposes of the expansion of ENP include the preservation of the outstanding natural features of ENP, enhancement and restoration of the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades, and assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and the United States Army Corps of Engineers ("**ACOE**") are further authorized by 16 U.S.C. § 410r-8 to acquire lands in addition to the designated 109,600 acres for the purposes of the construction of Modified Water Deliveries to ENP.

1.2 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida. It owns, and has owned since the 1960's and early 1970's, a 330' to 370' wide right-of-way corridor of property through what has become the ENP Expansion Area, and in additional areas authorized for acquisition by NPS and ACOE (collectively, the **"FPL Property"**). The FPL Property is approximately 7.4 miles in length approximating 320 acres.

1.3 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure necessary for the transmission of high voltage electrical power for the benefit of the citizens of South Florida ("**FPL Corridor**").

1.4 NPS asserts that utilization of the present FPL Property for an electrical transmission corridor which would bisect a portion of the ENP Expansion Area may be contrary to the intended purposes of the ENP Expansion Area.

1.5 NPS, FPL,TIITF and the South Florida Water Management District ("**SFWMD**") have identified lands at the eastern edge of the ENP Expansion Area and on and adjacent to the SFWMD L-30/31N levee and levee right-of-way [collectively the **"Proposed Replacement Corridor**"], more suitable for a portion of the FPL Corridor from the perspective of avoidance, minimization and mitigation where the impacts of prospective construction, and operation of an electrical transmission corridor will be substantially less on ENP, including the ENP Expansion Area, and better facilitate ENP's restoration as shown on the attached **Exhibit "A"** which is made a part hereof. This identification of lands suitable for the relocation of a portion of the FPL Corridor will include an assessment of relative environmental impacts associated with expected use of said lands for construction, operation and maintenance of an electrical transmission corridor.

1.6 In order to facilitate the implementation of the Modified Water Delivery Project, CERP and to assist ENP, TIITF and FPL have agreed to amend the legal description of FPL's existing easement from TIITF north of Tamiami Trail that is recorded in Official Records Book 7600, Page 850, Public Records of Miami-Dade County, Florida (the "**FPL Easement**"), in order to relocate that portion of FPL Corridor north of Tamiami Trail to the area on and adjacent to the lands more commonly known as the L-30/31N levee right-of–way as shown on the attached **Exhibit "A"**. TIITF and FPL have also agreed to amend the FPL Easement to include additional TIITF lands in the FPL Easement that FPL requires for non-native vegetation and fire management that is a maximum of ninety (90) feet in width, and for FPL to access its new corridor as also shown on the attached **Exhibit "A"**. The TIITF lands that will be subject to the realigned electrical transmission right-of-way easement over, upon, across and adjacent to the L-30/31N levee right-of-way, the non-native vegetation and fire management easement and access easement are collectively referred to herein as the "**Replacement Lands**." As part of an amendment to the FPL Easement, FPL will agree to release the TIITF lands currently subject to the FPL Easement from the encumbrance of the FPL Easement ("**Existing Lands**").

1.7 Following DEP's approval of the legal descriptions and surveys of the Replacement Lands , enactment of federal legislation ratifying the Contingent Agreement between FPL and the United States Department of the Interior and simultaneously with the NPS-FPL land exchange closing (unless such time is extended, in writing, by the Parties), TIITF will grant FPL the easement interests in the Replacement Lands that will become part of the FPL Easement subject to the terms and conditions of this Agreement and the Parties will execute an amendment to FPL Easement to add the Replacement Lands to the FPL Easement and to release the Existing Lands from the FPL Easement

(**"Amendment to FPL Easement"**). The Amendment to FPL Easement will be in substantially the form of the attached **Exhibit "B"** which is made a part hereof. FPL shall pay all costs associated with the recording of the Amendment to FPL Easement in the public records of Miami-Dade County, Florida. In addition, subject to TIITF's approval at a regularly scheduled meeting, TIITF will release all exiting TIITF reservations, use restrictions, reverters and rights to construct improvements within the Proposed Replacement Corridor and other TIITF encumbrances that would prevent FPL from using the Replacement Lands for an electrical transmission corridor. Although subsection 18-2.020(5), Florida Administrative Code, provides that there shall be no consideration for the release of reserved interests for road rights-of-way or canal rights-of-way, it provides that consideration for the release of all other deed restrictions or reverters shall be based upon negotiation. As a result, FPL shall compensate TIITF for TIITF's release of use restrictions and reverters as negotiated and mutually agreed upon by the Parties. In no event shall the compensation paid by FPL to TIITF for release of deed restrictions or reverters exceed the market value of the rights released by TIITF (which will be a percentage of the current market value of the underlying fee-owned property as determined by the appraisal). TIITF also agrees to work with FPL to secure a release or subordination of other governmental and private rights encumbering the Proposed Replacement Corridor.

1.8 The Parties recognize and intend that in addition to this Agreement and the FPL/NPS Contingent Agreement, a separate but complementary agreement may be negotiated and executed involving SFWMD, a state agency and ACOE.

II. Undertakings of the Parties

2.1 Subject to the provisions of Section 1.7 of this Agreement, and upon TIITF's approval and the Parties' execution of this Agreement, the Parties agree to execute the Amendment to FPL Easement.

2.2 Prior to the execution of the Amendment to FPL Easement (or termination of this Agreement by its terms), the Parties agree not to alienate, encumber, or otherwise effect a material change in the management of the Replacement Lands.

2.3 FPL and TIITF agree to support the terms of this Agreement. The Parties mutually agree that they will not seek to alter the terms of this Agreement, or pursue legislation which will have the effect of altering the terms of this Agreement, without first obtaining the concurrence of the other Party to this Agreement to any such alteration, and will keep the other Party to this Agreement fully and timely informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.

2.4 Notwithstanding any other provision of this Agreement, if the Congress enacts authorizing, ratifying or confirming legislation which amends or alters any of the terms of the FPL/NPS Contingent Agreement in the absence of specific written concurrence of FPL to such amendment or alteration, FPL shall have the right, within ninety (90) days of the enactment of such legislation, to terminate this Agreement without any further obligation hereunder by written notice delivered to TIITF, and neither Party shall have any further obligations to the other under this Agreement.

2.5 The obligations and rights of the Parties under this Agreement shall be effective and binding upon the Parties upon execution of this Agreement.

2.6 The Parties agree that appraisals will be secured in order to determine the appraised values of both the Existing Lands and the Replacement Lands. Appraiser selection for these appraisal services will be in accordance with Chapter 18-1, Florida Administrative Code. FPL shall pay the costs of the appraisal services. If the DEP approved appraised value of the Replacement Lands exceeds the DEP approved appraised value of the Existing Lands, it is understood and agreed that immediately upon the Parties' execution of the Amendment to the FPL Easement TIITF shall be compensated for the difference by FPL or its designee in a form of consideration that is acceptable to TIITF.

2.7 In the event that the Amendment to FPL Easement is set aside because of a final and non-appealable order of a court of competent jurisdiction, the Parties shall return to their status and rights prior to the execution of this Agreement and the Parties agree to take whatever actions and execute whatever documents are necessary to restore the status quo ante the exchange.

2.8 In the event that federal legislation approving, ratifying and confirming the FPL/NPS Contingent Agreement is not enacted into law, this Agreement shall be null and void in all respects and the Parties shall return to their status and rights prior to the execution of this Agreement.

2.9 Any failure by any Party to this Agreement to object to or to seek a remedy of any violation by another Party of any provision of this Agreement shall not be deemed a waiver of or estop any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision of this Agreement.

2.10 Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a party to this Agreement.

2.11 For the purposes of expediting execution of this Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement.

2.12 The Parties agree that this Agreement may be amended by mutual consent of all the Parties hereto.

2.13 The Parties agree that clerical and typographical errors contained herein may be corrected upon notice to the other Party. Unless an error is deemed substantive or a proposed correction is otherwise objected to by any Party within sixty (60) days by written notice, correction may be made without formal ratification by the Parties.

The Parties have caused this Agreement to be executed on the day and year last written below.

TIITF:
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By:_____
Deborah Poppell, Director,
Division of State Lands,
State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Date: 8/28/08

FPL:
FLORIDA POWER & LIGHT COMPANY, a Florida corporation

By:_____
Terry L. Hicks
V.P. Corporate Real Estate

(Corporate Seal)

Date: 8-22-08

Approved as to Form and Legality:

By: _____
DEP Attorney

EXHIBIT "A"

NOTE:
This drawing is conceptual subject to survey, selection of structure type,final engineering and design

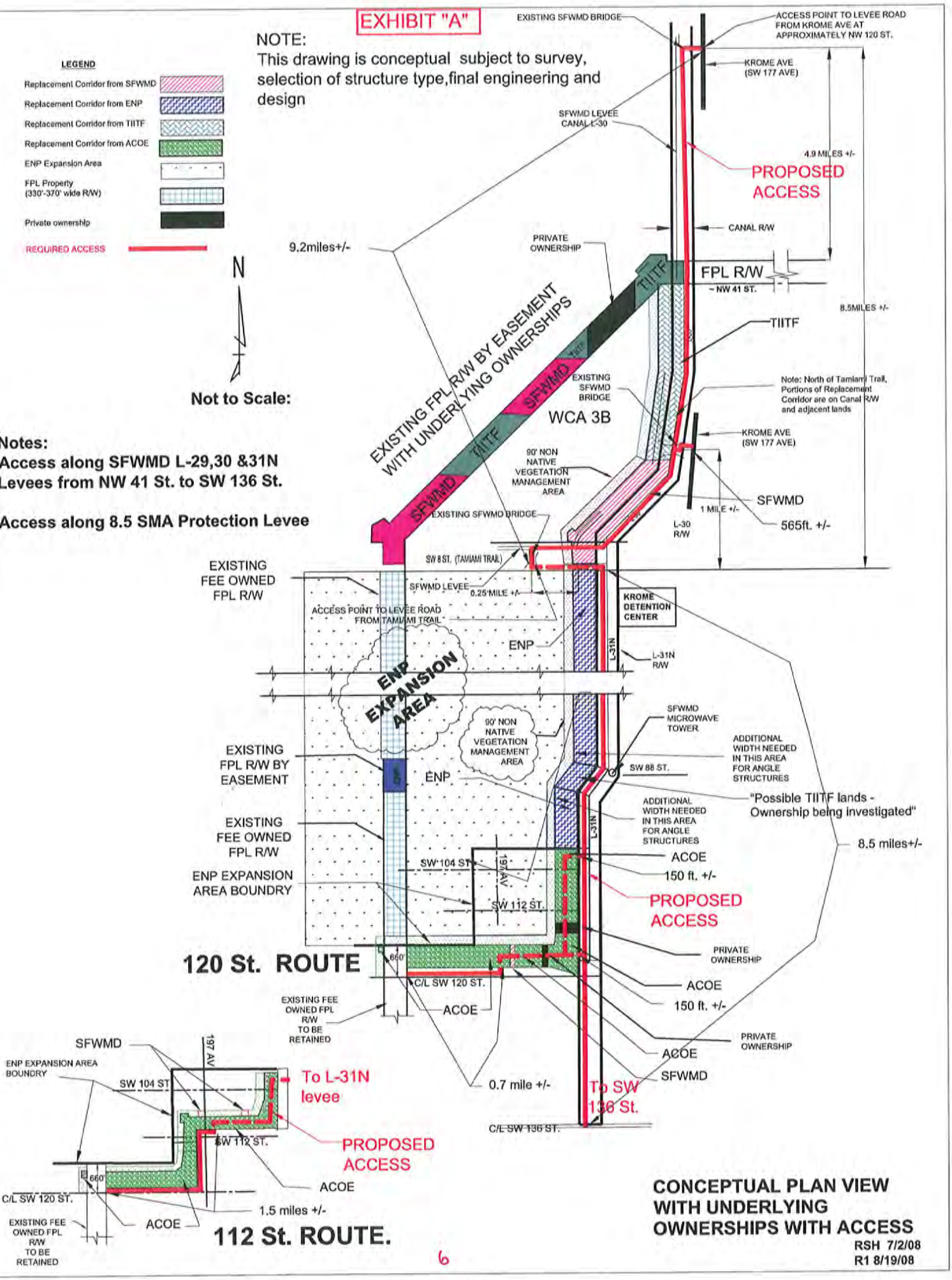
LEGEND
- Replacement Corridor from SFWMD
- Replacement Corridor from ENP
- Replacement Corridor from TIITF
- Replacement Corridor from ACOE
- ENP Expansion Area
- FPL Property (330'-370' wide R/W)
- Private ownership
- REQUIRED ACCESS

N

Not to Scale:

Notes:
Access along SFWMD L-29,30 &31N Levees from NW 41 St. to SW 136 St.

Access along 8.5 SMA Protection Levee



CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS WITH ACCESS

RSH 7/2/08
R1 8/19/08

Exhibit "B"

Amendment to Easement

Prepared by, and Return to Following Recording:

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement ("**Amendment**") is made, dated and effective the _____day of _____, 2008 by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("**Grantor**") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("**Grantee**").

WHEREAS, Grantor and Grantee entered into that certain Easement Agreement No. 25278 dated February 9, 1972, and recorded in Official Records Book 7600, Page 850, Public Records of Miami-Dade County, Florida (the "**Easement**"), wherein Grantor granted to Grantee, its successors and assigns, a nonexclusive easement for a right of way to be used for the construction, operation and maintenance of one or more overhead electric transmission and distribution lines (including wires, poles, "H" frame structures, tower, cables, conduits, anchors, guys, telephone and telegraph lines and appurtenant equipment) for the transmission of electricity, over, upon and across the lands described therein; and

WHEREAS, the parties wish to replace that portion of the lands described in the Easement which is more particularly described in **Exhibit "A"** to this Amendment with the lands described in **Exhibit "B"** to this Amendment, and to release the lands described in **Exhibit "A"** to this Amendment from the encumbrance of the Easement; and

WHEREAS, the parties also wish to modify the Easement to include a non-native vegetation management easement over, upon and across the lands more particularly described in **Exhibit "C"** to this Amendment, and an access easement over, upon and across the lands more particularly described in **Exhibit "D"** to this Amendment.

NOW THEREFORE, for One Dollar ($1.00) in hand paid by Grantee to Grantor and other consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Electrical Transmission Right-of-Way Easement.** The legal description set forth on **Exhibit "A"** to this Amendment is hereby deleted and replaced with the legal description set forth in **Exhibit "B"** to this Amendment, which exhibit is incorporated herein by reference and made a part hereof ("**Electrical Transmission Right of Way Easement Area**").

2. **Vegetation Management Easement.** The Easement is hereby amended to include the following Section II, immediately before the beginning of the only new paragraph found on page 2 (recorded page 851) of the Easement:

"**Section II. Vegetation Management**. Grantor hereby also grants and gives to Grantee, its employees, licensees, contractors, subcontractors, agents, successors, and assigns a nonexclusive easement for the purpose of removing fire prone exotics including but not limited to Melaleuca and Australian pine, over, upon and across parcels of land, each being ninety (90) feet in width, and more particularly described on the attached **Exhibit "C"** to this Amendment, which **Exhibit "C"** is incorporated herein by reference and made a part hereof ("**Vegetation Management Easement Area**").

Grantee understands that herbicides applied within the Vegetation Management Easement Area shall only be those registered by the U.S. Environmental Protection Agency and which have state approval. Herbicide application rates and concentrations will be in accordance with label directions and will be carried out by a licensed applicator, meeting all federal, state and local regulations. Herbicide applications shall be selectively applied to targeted vegetation. Broadcast application of herbicide shall not be used within the Vegetation Management Easement Area unless the effects on non-targeted vegetation are minimized.

Grantee agrees to secure any and all applicable federal, state, and local permits required in connection with FPL's use of the Vegetation Management Easement Area; 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 Vegetation Management Easement Area by FPL.

Grantor reserves the right to maintain, construct or alter roads which are located on the Vegetation Management Easement Area and are necessary to Grantor's operations, and in doing so, agrees that it shall not temporarily or permanently impede Grantee's access over the Vegetation Management Easement Area.

Grantee agrees that it will not use the Vegetation Management Easement Area in any manner which will interfere with Grantor's use of the Vegetation Management Easement Area or cause a hazardous condition to exist. Grantee 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 stored on the Vegetation Management Easement Area. Grantee agrees further that in the event it should create a hazardous condition on the Vegetation Management Easement Area, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

Grantee must repair any damage to the Vegetation Management Easement Area resulting from Grantee's use thereof under this Easement as amended. If Grantee fails to repair the Vegetation Management Easement Area resulting from Grantee's use within thirty (30) days from the date of Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at its sole option, repair the

Vegetation Management Easement Area caused by Grantee's activities at Grantee's sole cost and expense. In the event that Grantor exercises its rights of repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the timeframe provided in this paragraph, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the **"Default Rate"**)."

3. **Access Easement**. The Easement is hereby amended to include the following new Section III which will immediately follow Section II as set forth in Paragraph 2 of this Amendment:

"**Section III. Access**. Grantor, does hereby grant and give to Grantee, its agents, employees, contractors, subcontractors, invitees, successors and assigns, a nonexclusive access easement over, upon and across the Grantor's property more particularly identified on the attached **Exhibit "D"** to this Amendment (the "**Access Easement Area**"), which **Exhibit "D"** is incorporated herein by reference and made a part hereof, for ingress and egress by Grantee and its agents, employees, contractors, subcontractors, invitees, successors and assigns, on foot and by motor vehicle, including trucks and heavy equipment and with materials, to and from Grantee's facilities within the Electrical Transmission Right-of-Way Easement Area. This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Access Easement Area for the purposes described herein, including without limitation the right of Grantee to use any existing or future road on the Access Easement Area, and the right of Grantee to install, maintain, improve or modify fences/gates (with Grantee promptly providing Grantor with keys to all such fences/gates), ramps, roads and bridges to allow for safe access for personnel, vehicles, materials and equipment, subject to Grantor's advance review and written approval, which may not be unreasonably withheld, conditioned or delayed, of any Grantee proposal to install, improve, or modify fences/gates, ramps, roads, or bridges."

4. The Easement is hereby amended to include the following paragraph after the 3rd full paragraph found on page 3 (recorded page 852):

"All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (ii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below:

To TIITF:
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3900 Commonwealth Blvd.

Mail Station 130
Tallahassee, Florida 32399-3000
Attention: Bureau Chief
Telephone: (850) 245-2720

To FPL:

V.P. Corporate Real Estate
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:
Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 334084-0420
Telephone: 561-304-5261"

5. The Easement is hereby amended to include the following paragraph which will immediately follow the paragraph as set forth in Paragraph 4 of this Amendment:

"As a condition precedent to entry on, over, upon or across any of the easement areas described herein by Grantee or its contactors, subcontractors, agents, representatives, licensees, or invitees, Grantee shall require such Grantee contactors, subcontractors, agents, representatives, licensees, and invitees to provide to the Grantor with the same protection and insurance coverages required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by Grantor."

6. **Partial Release of Easement.** The Easement is hereby amended to include the following new Section IV which will immediately follow the paragraph set forth in Paragraph 5 of this Amendment:

"**Section IV. Partial Release**. Grantee, the owner and holder of the Easement, for and in consideration of certain benefits accruing to it, does hereby release unto the Grantor any right, title, or interest of Grantee under the Easement as lies within the property described on the attached **Exhibit "A"** to this Amendment which is incorporated herein by reference and made a part hereof ("**Property**"), and hereby agrees that from and after the date hereof the Property shall be freed of said Easement and the rights and privileges granted therein and any other right, title or interest of FPL in the Property. **This release applies only to the Property and in no way affects other lands now or hereafter covered by the Easement."**

7. **Continuing Effect.** All other terms and conditions of the Easement not expressly modified by the terms of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Amendment on the day and year first above written.

Signed, sealed and delivered
presence of:

Grantor:
BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

_____
Signature
Print Name: _____

By:_____

Print/Type Name:_____

Print/Type Title:_____
Division of State Lands, State of Florida
Department of Environmental Protection,
as agent for and on behalf of the Board of
Trustees of the Internal Improvement
Trust Fund of the State of Florida

_____
Signature
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, _____, Division of State Lands, State of Florida Department of Environmental Protection, acting as an agent for on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:
Commission Expires:

Signed, sealed and delivered
presence of:

_____
Signature
Print Name: _____

_____
Signature:
Print Name: _____

Grantee:
FLORIDA POWER & LIGHT
COMPANY, a Florida corporation

By: _____
Terry L. Hicks
V.P. Corporate Real Estate

(Corporate Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared Terry L. Hicks, Vice President of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me or produced a driver's license as identification.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:
Commission Expires:

Exhibit "A"
Existing Easement Area

A 330 foot wide strip of land running through Conservation Area 3B in Section 24, East 3/8 of the North ½ of Section 25, West 1/2 of Section 35, NW ¼ of the NW¼ of Section 36, situate in Township 53 South, Range 38 East, and Government Lot 2 and Government Lot 3 lying between Township 53 South and Township 54 South in Range 38 East, comprising 70.7 acres more or less; said lands situate, lying and being in Miami-Dade County, Florida and particularly shown and illustrated on FPL Co. drawing E-57533.

Exhibit "B"
Replacement Easement Area

[Legal description to be provided following survey]

Exhibit "C"
Vegetation Management Easement Area

[Legal description to be provided following survey]

Exhibit "D"
Access Easement

[Legal description to be provided following survey]

APPENDIX D: ALTERNATE WESTERN TRANSMISSION CORRIDORS UNDER CONSIDERATION FOR THE STATE OF FLORIDA SITE CERTIFICATION APPLICATION PROCESS

PRIVILEGED AND CONFIDENTIAL DOCUMENT – PREPARED FOR SETTLEMENT PURPOSES

AGREEMENT BETWEEN THE MIAMI-DADE LIMESTONE PRODUCTS ASSOCIATION AND FLORIDA POWER & LIGHT COMPANY REGARDING THE WESTERN TRANSMISSION CORRIDOR PORTION OF FPL'S TURKEY POINT 6&7 POWER PLANT SITE CERTIFICATION APPLICATION

THIS AGREEMENT ("Agreement") is entered into this 30th day of August, 2013, by and between the MIAMI-DADE LIMESTONE PRODUCTS ASSOCIATION ("**MDLPA**"), a Florida non-profit corporation, c/o Greenberg Traurig, with an address of 333 Avenue of the Americas, 40th Floor, Miami, Florida 33131, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, Florida 33408 ("**FPL**"). MDLPA and FPL are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

1. WHEREAS, on June 30, 2009, FPL filed its Site Certification Application ("SCA"), for the Turkey Point Units 6&7 Project pursuant to the Florida Electrical Power Plant Siting Act, Sections 403.501, et seq., Florida Statutes.

2. WHEREAS, as part of the SCA, FPL proposed two corridors for the construction of two new 500-kV transmission lines and one 230-kV transmission line in western Miami-Dade County, FPL's West Preferred Corridor, and FPL's West Secondary Corridor.

3. WHEREAS, FPL currently owns land within the boundaries of the Everglades National Park. This land is included in FPL's West Secondary Corridor. FPL has negotiated with the U.S. Department of the Interior ("DOI") and several other state and federal agencies for the transfer of FPL's inholding within the Park for land along the eastern boundary of the Park, referred to as the "Land Exchange".

4. WHEREAS, the MDLPA, acting on behalf of its member limestone mining companies, is engaged in the evaluation, planning, and construction of seepage management projects adjacent to existing and proposed Western Transmission Line Corridors on the boundary of Everglades National Park and the Pennsuco Wetland.

5. WHEREAS, FPL and the MDLPA have discussed potential options to collocate various facilities to reduce wetland impacts associated with the construction and maintenance of the western transmission lines.

6. WHEREAS, on May 2, 2012, MDLPA filed a Petition to Intervene in the Proceeding, and a Notice of Proposed Alternate Corridor for FPL's proposed western transmission lines. On May 9, 2012, MDLPA was granted intervention in the Proceeding. On December 10, 2012, MDLPA

filed a Notice of Proposed Alternate Corridors to propose two additional alternate transmission line corridors for FPL's proposed western transmission lines.

7. WHEREAS, the Parties have negotiated in good faith to identify a mutually agreeable alternative corridor (the "West Consensus Corridor") for the western transmission lines associated with the Project that the Parties can support for certification in the Proceeding.

NOW, THEREFORE, the Parties, in consideration of the mutual benefits contained in this Agreement, do hereby agree as follows:

1. DEFINITIONS

a. "Proceeding" refers to the FPL Turkey Point Units 6 and 7 Site Certification Application, NO. PA 03-45A3, Division of Administrative Hearings CASE NO. 09-3575-EPP.

b. "Project" means the FPL Turkey Point Units 6 and 7 project including associated facilities.

c. "Reasonable Cost" means total costs that are no greater than the total projected costs (including costs for land acquisition, construction and mitigation) of FPL's West Preferred Corridor, plus ten (10) percent.

d. "Timely Manner" for the purposes of this Agreement means within thirty-six (36) months from the date of the final non-appealable Site Certification.

e. "West Consensus Corridor" means a combination of FPL's West Preferred Corridor from Clear Sky substation to approximately SW 100th Street, joined to the corridor provided in MDLPA's December 10, 2012, Notice of Proposed Alternate Corridor identified as the "AC-A" Corridor, (which is also sometimes referred in the site certification proceeding to as the "MDLPA2 Corridor") and continuing along the MDLPA2 Corridor, and then at the end of the MDLPA2 Corridor rejoining and continuing along the FPL West Preferred Corridor to the Levee and Pennsuco substations.

f. "Western Transmission Lines" means the two 500 kV lines and the single 230 kV line proposed by FPL in the Proceeding between the Clear Sky substation and the Levee and Pennsuco substations, respectively.

2. RECITALS

The Parties acknowledge that the foregoing recitals are true and correct and incorporated into this Agreement.

3. TERMS OF AGREEMENT

a. West Consensus Corridor as Primary. FPL agrees to seek certification of the West Consensus Corridor as the intended location of its Western Transmission Lines and associated facilities of the Project. Upon certification, FPL will make all reasonable efforts to secure the necessary authorizations, approvals, and property rights required to support the timely siting, construction, operation, and maintenance of the Western Transmission Lines within the West Consensus Corridor, subject to the terms of this Agreement. MDLPA will support FPL's efforts in these activities.

b. FPL's West Preferred Corridor as Backup. FPL will continue to seek certification of FPL's West Preferred Corridor and will use the West Preferred Corridor as the backup location of its Western Transmission Lines solely in the event that the West Consensus Corridor cannot meet the required Conditions Precedent in a Timely Manner or at a Reasonable Cost, as described in this Agreement. MDLPA will not oppose FPL's efforts in this regard.

c. Expected Sequence of Events. The following provides a delineation of key events necessary to execute the intentions of the Agreement.

i. Land Acquisition Due Diligence. FPL will research, assess, and identify legal encumbrances, authorizations, approvals, and recommended land rights (e.g., easements, fee ownership) necessary to implement the West Consensus Corridor.

ii. Preferred Alignment. FPL, working with the MDLPA and agencies controlling government owned land in the West Consensus Corridor, will develop a preferred alignment within the West Consensus Corridor to serve as the basis for specific land acquisition and engineering design activities.

iii. Cost Estimate. To evaluate Reasonable Cost, with input from the MDLPA, FPL will develop a cost estimate for construction, land acquisition, and mitigation of the West Consensus Corridor using the same methodology, assumptions and process as used in developing the cost estimate for FPL's West Preferred Corridor.

iv. Estimated Schedule. FPL will develop a schedule for all land acquisition activities required to execute the West Consensus Corridor.

v. Initial Assessment. FPL will aggregate the above information to provide an

initial assessment of the potential for utilizing the Western Consensus Corridor, including the ability to meet each Condition Precedent in a Timely Manner and at a Reasonable Cost.

d. Post Certification Submittals. To document compliance with the final Site Certification, including this Agreement, FPL will provide the following written submittals. Submittals will be subject to Section A(XIX) of the General Conditions of the Site Certification regarding post certification submittal review.

i. Estimated Schedule and Initial Assessment. Within six (6) months of the date of the final non-appealable Site Certification, FPL will provide a preliminary Estimated Schedule described above in Section 3.c.iv, and within twelve (12) months after the date of the final non-appealable Site Certification, FPL will provide the Initial Assessment described in Section 3.c.v., above.

ii. Periodic Reports. FPL will provide an update to the Initial Assessment no less than annually.

iii. Situational Reports. Within sixty days of the discovery of an issue that could prevent acquisition of the West Consensus Corridor, FPL will provide a situational report outlining the issue and identifying the actions that are required to remove the issue.

iv. Selection of Final Corridor. The final update of the Initial Assessment will provide the basis for the selection of the final corridor for the Western Transmission Lines. In the event that the West Consensus Corridor cannot be used, the report will identify all issue(s) preventing that selection<, Specifically the report will include evidence of the inability to meet the Conditions Precedent, or the assessment of inability to satisfy the requirements of Timely Manner or Reasonable Cost, or all of the above.

v. All reports mentioned above in Sections 3.d.i through 3.d.iv will be submitted to the Florida Department of Environmental Protection (the "FDEP") with copies to the Parties to this Agreement.

4. CONDITIONS PRECEDENT

a. The proposed Land Exchange under consideration by DOI must be consummated in a Timely Manner.

b. Government land owners of parcels required by the West Consensus Corridor (or final alignment within that Corridor) must provide FPL with the necessary perpetual

[permanent] easements or fee ownership rights, through donation or exchange of lands, in a Timely Manner and at a Reasonable Cost.

c. Except as provided in Section 5.c below, private landowners of parcels required within the West Consensus Corridor (or final alignment within that corridor) must provide the necessary perpetual [permanent] easements or fee ownership rights to FPL, in form and substance reasonably acceptable to FPL, in a Timely Manner and at a Reasonable Cost for the acquisition of the West Consensus Corridor. FPL shall not be obligated to complete voluntary acquisitions under this paragraph, or initiate eminent domain proceedings under Section 5.c below, until the Conditions Precedent in Sections 4.a and 4.b are met.

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

a. FPL agrees that, as part of the West Consensus Corridor, in the area north from the approximately SW 56 Street (North of the Northern boundary of the South East ¼ of Township 54 South, Range 38 East, section 26), no transmission lines will be sited west of the L-31N Right of Way unless FPL is prevented from utilizing this area by regulatory impediments.

b. To avoid and minimize impacts to property west of the L-31N Canal Right of Way and minimize any impact to the facilities associated with existing or future mining of the property east of the L-31N Canal Right-of-Way, FPL will diligently pursue approvals and perpetual easements from the South Florida Water Management District for the placement of structures within the L-31N Canal Right of Way.

c. The Parties agree that, upon the date of the final non-appealable Site Certification, the Parties will make a diligent effort to ensure that the Conditions Precedent are satisfied in a Timely Manner and at a Reasonable Cost. FPL acknowledges that the MDLPA is not expected to bear a significant financial burden in contributing to this diligent effort to satisfy the Conditions Precedent in a Timely Manner and that expenditures beyond a de minimis amount will need the future approval of the MDLPA.

d. If eminent domain proceedings are necessary to acquire any lands within the West Consensus Corridor, FPL will timely initiate appropriate proceedings and diligently pursue the takings to completion, including expiration of applicable appeal periods.

e. The affected MDLPA member companies, wherever practical and to the extent that there are no adverse impacts to the existing mining reserves, rail facilities, or rock processing and staging areas, will make adjustments to their mining operations to accommodate the

construction and future operation and maintenance of transmission lines within the West Consensus Corridor by FPL.

f. The affected MDLPA member companies will make available to FPL, at a reasonable cost, the perpetual rights necessary to locate the transmission lines within the West Consensus Corridor.

6. **EFFECTIVE DATE AND TERM.** Except as otherwise specified herein, this Agreement will become effective upon execution by MDLPA and FPL, and will remain in full force and effect for the timeframe provided in the definition of "Timely Manner" in Section 1.d of this Agreement. The requirements in Sections 6 through 11 shall remain in full force and effect beyond the expiration date of the other portions of this Agreement.

7. **INTEGRATION.** This Agreement states the entire understanding and agreement among the Parties with respect to the subject matter of this Agreement and supersedes any and all written or oral representations, statements, negotiations or agreements previously existing among the Parties with respect to the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

8. **RULES OF CONSTRUCTION.** The Parties and their respective counsel have read, negotiated and participated in the drafting of the language and terms used in this Agreement. Accordingly, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against either Party by reason of that Party's role in drafting this Agreement.

9. **GOVERNING LAWS.** The laws of Florida shall govern all aspects of this Agreement.

10. **AMENDMENTS.** This Agreement may be amended at any time by the written mutual consent of the Parties. In the event that the third-party litigation effectively delays the Parties' ability to meet the Conditions Precedent, the Parties will agree to modify the schedule.

11. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, MDLPA and FPL shall not be considered liable for failure to fully perform an obligation hereunder, or as having defaulted on any of their obligations hereunder, to the extent performance of any such

obligation is prevented in whole or in part by causes outside said Party's control, not due to its fault or negligence, and not reasonably foreseeable or, if foreseeable, an event that could not be avoided by the exercise of all reasonable efforts, including acts of civil or military authority, acts of God including storm, hurricane and other severe weather, acts of war, acts of government, riot, blockages, fire, flood, and/or famine.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

Title: MIAMI-DADE LIMESTONE PRODUCTS ASSOCIATION, a Florida Corporation

By: Victoria E Tomas Martinez
Print Name: VICTORIA E TOMAS MARTINEZ
Title: Executive Director

FLORIDA POWER & LIGHT COMPANY, a Florida Corporation

By: Steven D Scroggs
Print Name: STEVEN D SCROGGS
Title: SENIOR DIRECTOR, DEVELOPMENT

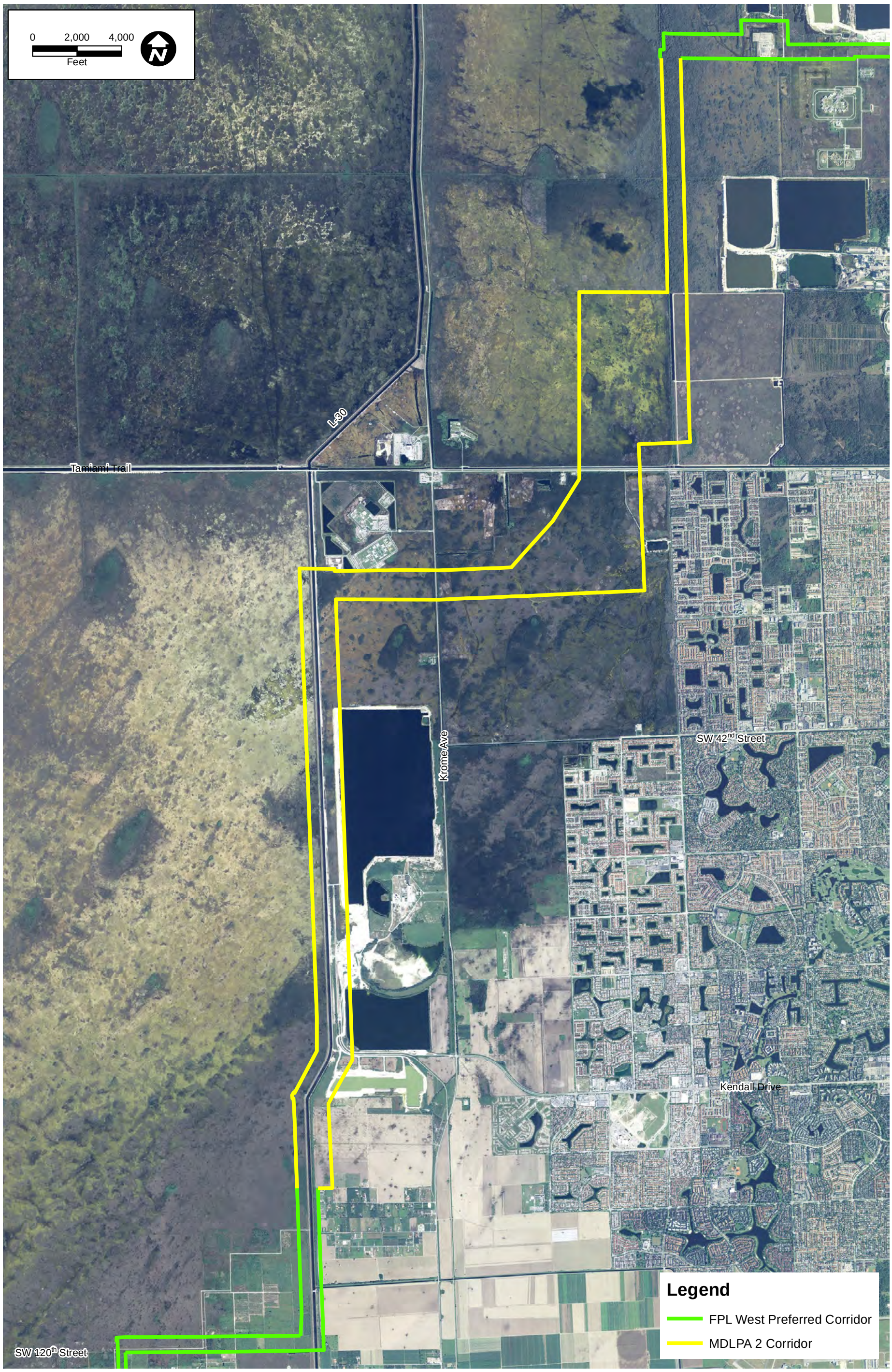


FIGURE
CONSENSUS CORRIDOR

Sources: ECT,2013.

FPL

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

IN RE: FLORIDA POWER & LIGHT COMPANY
FP&L TURKEY POINT NUCLEAR UNITS 6 & 7
PROJECT, POWER PLANT SITING APPLICATION
NO. PA03- 45A3
_____/

DOAH CASE NO. 09-03575-EPP
DEP OGC CASE NO: 09-3107

NATIONAL PARKS CONSERVATION ASSOCIATION
NOTICE OF PROPOSED ALTERNATE CORRIDOR

National Parks Conservation Association ("NPCA"), a not-for-profit corporation, through its undersigned counsel, respectfully files this Notice of Proposed Alternate Corridor under section 403.5271, Fla. Stat. In support of this Notice, NPCA states the following.

INTRODUCTION

1. The National Parks Conservation Association's substantial interests will be affected by the certification of either of Florida Power & Light's ("FPL") two proposed transmission corridors. The current two corridors proposed by FPL both lie within the existing boundary of Everglades National Park, a designated International Biosphere Reserve, a Wetland of International Importance, and one of the listed World Heritage Sites in Danger due to serious and continuing degradation of its ecosystem. Both corridors also lie within a portion of the Park known as the Everglades Expansion Area, created by the U.S. Congress in 1989 to "*increase the level of protection and outstanding natural values of the Park"* and *"to enhance and restore the ecological values, natural hydrologic conditions, and public enjoyment of the area."* The Expansion Area is currently being studied for potential designation as wilderness, and maintains high-quality habitat for wildlife, including some federally listed endangered species.

Filed December 10, 2012 3:52 PM Division of Administrative Hearings

2. NPCA's substantial interest will be affected because current proposed transmission corridors are incompatible with the designated purpose of Everglades National Park, and with long-term Everglades restoration initiatives. A transmission corridor in existing Everglades National Park boundaries will have negative impacts to natural systems, plant and animal populations, hydrology, and the character and integrity of the National Park.

3. Due to the significant environmental impacts of the FPL Preferred Corridor and FPL West Secondary Corridor upon Everglades National Park and its wildlife and those negative effects on NPCA and its members, NPCA proposes an alternate corridor that avoids or minimizes these impacts.

DESCRIPTION OF PROPOSED ALTERNATE CORRIDOR

4. NPCA's Proposed Alternate Corridor begins at FPL's West Preferred Corridor near the intersection of hypothetical SW 120th Street and hypothetical SW 204th Avenue in Miami-Dade County just south of Everglades National Park ("ENP"). From there, the corridor is approximately 330 feet wide as it heads due east for 3950 feet, before widening to between 500 and 650 feet as it turns northeast to temporarily rejoin the West Preferred Corridor between SW 197th Avenue and SW 194th Avenue and then due east along SW 120th Street for 3950 feet. This initial deviation from the FPL West Preferred Corridor is intended to avoid impacts to Miami-Dade County East Everglades Area of Critical Environmental Concern Management Area 3B, which does not allow transmission lines.

5. The FPL West Preferred Corridor, with NPCA's Preferred Alternate Corridor collocated, then turns due north on the west side of the L31N Canal for 2700 feet. The NPCA Preferred Alternate Corridor is only 550 feet wide in this section, as opposed to the FPL West

Preferred Corridor's 930 feet in order to minimize impacts to residences on the east side of the L31N Canal.

6. The NPCA Preferred Alternate Corridor then deviates from the FPL West Preferred Corridor in order to minimize impacts to ENP, the Miami-Dade County East Everglades Area of Critical Environmental Concern Management Area 3B, Wetlands of International Importance, and ultimately wood stork colonies. In addition, the deviation from the FPL West Preferred Corridor avoids potential conflicts with the South Florida Water Management District L31N Canal Right of Way. The NPCA Preferred Alternate Corridor turns due east from the West Preferred Corridor for 1.3 miles with a corridor width varying between 1550 and 1990 feet. In this location the corridor occurs on both the north and south sides of the C-1W canal, staying over 500 feet from a residential area associated with SW 100th Street, SW 104th Street, and SW 106th Street to the north.

7. The NPCA Preferred Alternate Corridor then turns north on the east side of Krome Avenue, paralleling Krome Avenue with a corridor varying in width between 1150 and 1350 feet for nearly a mile, before widening to 1800 feet to include lands both to the west and east of Krome Avenue, including an existing FPL 230kV line east of Krome Avenue. The NPCA Preferred Alternate Corridor then heads north on both sides of Krome for 3500 feet, remaining over ¼ mile to the west of a planned community within the Urban Development Boundary and remaining to the east of active mining areas.

8. Just to the south of North Kendall Drive/SW 88th Street, the NPCA Preferred Alternate Corridor narrows to 1000 feet wide, existing entirely on the west side of Krome Avenue in order to avoid the intersection of Krome Avenue and North Kendall Drive. The NPCA Preferred Alternate Corridor then travels north for 3750 feet on the west side of Krome

Avenue before turning northeast for approximately 3900 feet, crossing Krome Avenue north of the Miccosukee Tribal lands.

9. From this point, the NPCA Preferred Alternate Corridor turns due north and widens to 1950 feet, traversing approximately 1.5 miles due north before turning northeast north of SW 42nd Street/Bird Drive Canal through an area known as Bird Drive Basin which is comprised of primarily state, county, and South Florida Water Management District owned lands. The Corridor is situated to allow maximum siting flexibility while also providing at least a sufficient set back from Krome Avenue and at least a ¼ mile setback from the developed residential area to the east, including a child care center near the intersection of Tamiami Trail and SW 157th Avenue. The NPCA Preferred Alternate Corridor in this section is between approximately 2000 and 2950 feet wide and travels northeast 2.7 miles from SW 42nd Street/Bird Drive Canal until crossing the Tamiami Trail/US Highway 41/SW 8th Street.

10. North of the Tamiami Trail, the NPCA Preferred Alternate Corridor widens to between 2550 feet and 5100 feet and travels for approximately 3.5 miles before terminating at the intersection of the FPL West Preferred Corridor approximately 4950 feet west of the Levee Substation.

REASONS FOR APPROVING THE PROPOSED ALTERNATE CORRIDOR

11. Both of FPL's proposed transmission corridors lie within the Everglades National Park Expansion Area, which is currently being studied for potential designation as wilderness. In 1991, the NPS completed a Land Protection Plan that established priorities and commitments for implementing the 1989 Expansion Act, where it concluded that construction of utility lines

and roads would not be compatible with the purposes of the Expansion Area. NPCA's Preferred Alternate Corridor lies outside of the Expansion Area.

12. The Expansion Area is the focus of other critical ecosystem restoration projects such as Modified Water Deliveries to Everglades National Park, the Tamiami Trail Next Steps Project, and the Comprehensive Everglades Restoration Plan ("CERP") and associated projects. The state and federal governments have already spent hundreds of millions of dollars, and plan to spend more than a billion dollars on projects to increase water flows and wetland function in this immediate area and provide improved habitat suitable for a variety of wetland-dependent species, particularly water-dependent birds. NPCA's Preferred Alternate Corridor would avoid or minimize impacts to restoration efforts.

13. Construction, maintenance and management of the transmission lines within the existing boundary of Everglades National Park will have a negative impact on the wading bird populations that nest or have habitats in the area. Both of FPL's proposed transmission line corridors pass through sensitive wood stork and snail kite nesting and foraging habitat in northeastern Everglades National Park and eastern Water Conservation Area 3B. Specifically, the West Preferred Corridor is adjacent to wading bird habitat and within foraging flight paths. The location of the FPL West Preferred Corridor poses a substantial risk to juvenile wading birds in three identified colonies, with the wood stork facing the highest risk to its populations. The wood stork and Everglades snail kite are both federally listed as endangered, and the wood stork has been designated as a critical indicator species to measure the success of the CERP projects. NPCA's Preferred Alternate Corridor lies outside the existing boundary of Everglades National Park, and does not contain snail kite or wood stork nesting sites.

14. Both of FPL's proposed corridors are largely dominated by native freshwater marshes, the destruction of which would have direct impacts to hydrology, wetlands values, aesthetics, and threatened and endangered species and their habitats. These Everglades wetlands have national significance and include large expanses of contiguous wetlands with uninterrupted surface water sheet flow. NPCA's Preferred Alternative Corridor has significantly less impact on wetlands and the wildlife that depend on such wetlands.

15. The transmission lines would form a linear barrier that could prevent the natural flow of water as proposed under Everglades restoration plans. Future water management and restoration projects may require the removal or modifications of the L31-N levee to accommodate for new water flow, and the construction of structure pads and access roads in L31-N for transmission lines could hinder hydrological restoration of the Everglades. CERP's seepage management plan was intended to be constructed on the eastern portion of L-31N in recognition that water management features should be built beyond the boundary of Everglades National Park, which includes the area where NPCA's Preferred Alternate Corridor lies.

16. The Modified Water Deliveries to Everglades National Park project ("Modwaters"), a foundation project for Everglades restoration and a precursor to CERP, was authorized in 1989 to reconnect the watersheds of Water Conservation Areas 3A and 3B with Everglades National Park by redirecting water flow to the historic flow channels in Northeast Shark River Slough and establishing natural hydrologic conditions. Any transmission line facilities placed in this project footprint could reduce the effective area of marsh connectivity and the potential movement of wildlife. Presence of transmission line facilities could reduce water velocities through the marsh resulting from the Modwaters project and render portions of the marsh hydraulically isolated, negatively impacting the ecosystem and hydropatterns that the

project seeks to restore. Ongoing maintenance activities of transmission lines will cause soil and peat erosion that would alter adjacent slough hydrology and impact normal fire patterns. Unintentional introduction of hazardous materials or petroleum products resulting from construction or maintenance activities could be transported and dispersed over significant distances within the marsh, including within Everglades National Park, negatively altering habitat quality for both aquatic and terrestrial wildlife within Park boundaries.

17. Currently, there are no existing access roads in Everglades National Park where the FPL West Secondary Corridor is proposed, except for those associated with a few facilities immediately adjacent to the Tamiami Trail. Construction of proposed new access roads in this area would cause long-term impacts to wetlands and wildlife habitat, disrupt hydrologic flows, and impact water quality. New road construction conflicts with CERP restoration goals, objectives, and projects, and with National Park goals and regulations. Vehicles moving over the wetlands without roads would also impact existing wetlands by compacting soils, disrupting hydrologic flows, and degrading habitat for species identified in the CERP Restoration Coordination and Verification (RECOVER) goals and objectives. Furthermore, any access/maintenance roads constructed within the FPL West Secondary Corridor would open the area for unauthorized access, leading to an increase in illegal activities, such as garbage disposal, off-road vehicles, and other activities that would cause environmental degradation.

18. The land identified for the FPL West Preferred Corridor is currently land owned by the federal government as part of Everglades National Park. The construction of the FPL West Preferred Corridor would require a reduction of 260 acres within the authorized boundary of Everglades National Park by adjusting the boundary to exclude lands conveyed to FPL, in violation of the intent and directive of the Everglades National Park Expansion Act. More than

103 acres of wetlands currently within the Park boundary would be filled for construction of the access roads and pads. The NPCA Preferred Alternate Corridor lies outside the existing boundary of Everglades National Park.

19. The linear construction of three transmission lines atop 135-150 foot towers will adversely affect the visual and atmospheric appeal of the Shark River Slough Archeological District, a Federal Registered National Historic District. Visitors to Everglades National Park, including NPCA members, will have their experience negatively impacted by this visual eyesore.

20. Both the FPL Preferred Corridor and the FPL West Secondary Corridor include lands within Miami-Dade County's East Everglades Area of Critical Environmental Concern, including Management Areas 1, 2A, 3A, 3B, and 3C. Miami-Dade County Code declares this an area of significant environmental and natural resource value to Miami-Dade County, and "is inextricably related to the health, safety and welfare of the present and future inhabitants of, and visitors to, Metropolitan Miami-Dade County." Miami-Dade County Code, Sec. 33B-12. FPL's corridors' segments that lie within the Management Areas of 1, 2A, 3A, 3B, and 3C do not comply with Miami-Dade's County Code Chapters 33B and 24; whereas no portion of NPCA's Preferred Alternative Corridor lies within Miami-Dade County's East Everglades Area of Critical Environmental Concern.

SERVICE ON AFFECTED LOCAL GOVERNMENTS

Through counsel, NPCA has provided copies of this Notice of Proposed Alternate Corridor to the ALJ, all parties to this proceeding, and all local governments over the area in which the alternate corridor is proposed, as required by Section 403.5271(a), Fla. Stat.

WHEREFORE NPCA requests that the Alternate Corridor proposed by this Notice be accepted for consideration in this certification proceeding with any other such relief the ALJ deems appropriate.

Respectfully submitted this 10th day of December, 2012.

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Jason@evergladeslaw.org

By: ____s/Jason Totoiu_____
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Florida Bar No. 871931

_____s/Sara Fain_____
Sara Fain
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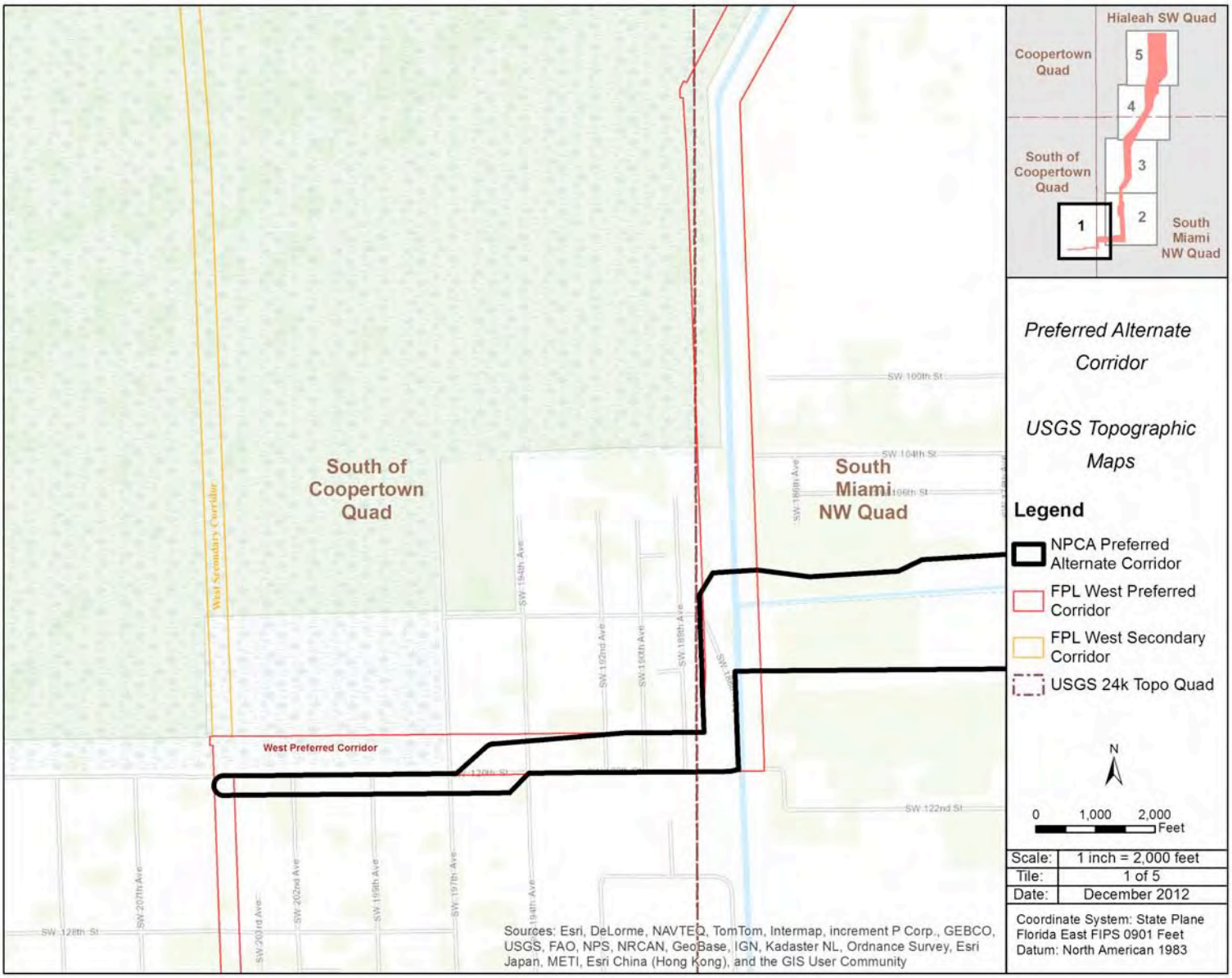
Counsel for NPCA


Hialeah SW Quad
Coopertown Quad
South of Coopertown Quad
South Miami NW Quad
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Preferred Alternate Corridor
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Legend
NPCA Preferred Alternate Corridor
FPL West Preferred Corridor
FPL West Secondary Corridor
USGS 24k Topo Quad
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Coordinate System: State Plane Florida East FIPS 0901 Feet
Datum: North American 1983
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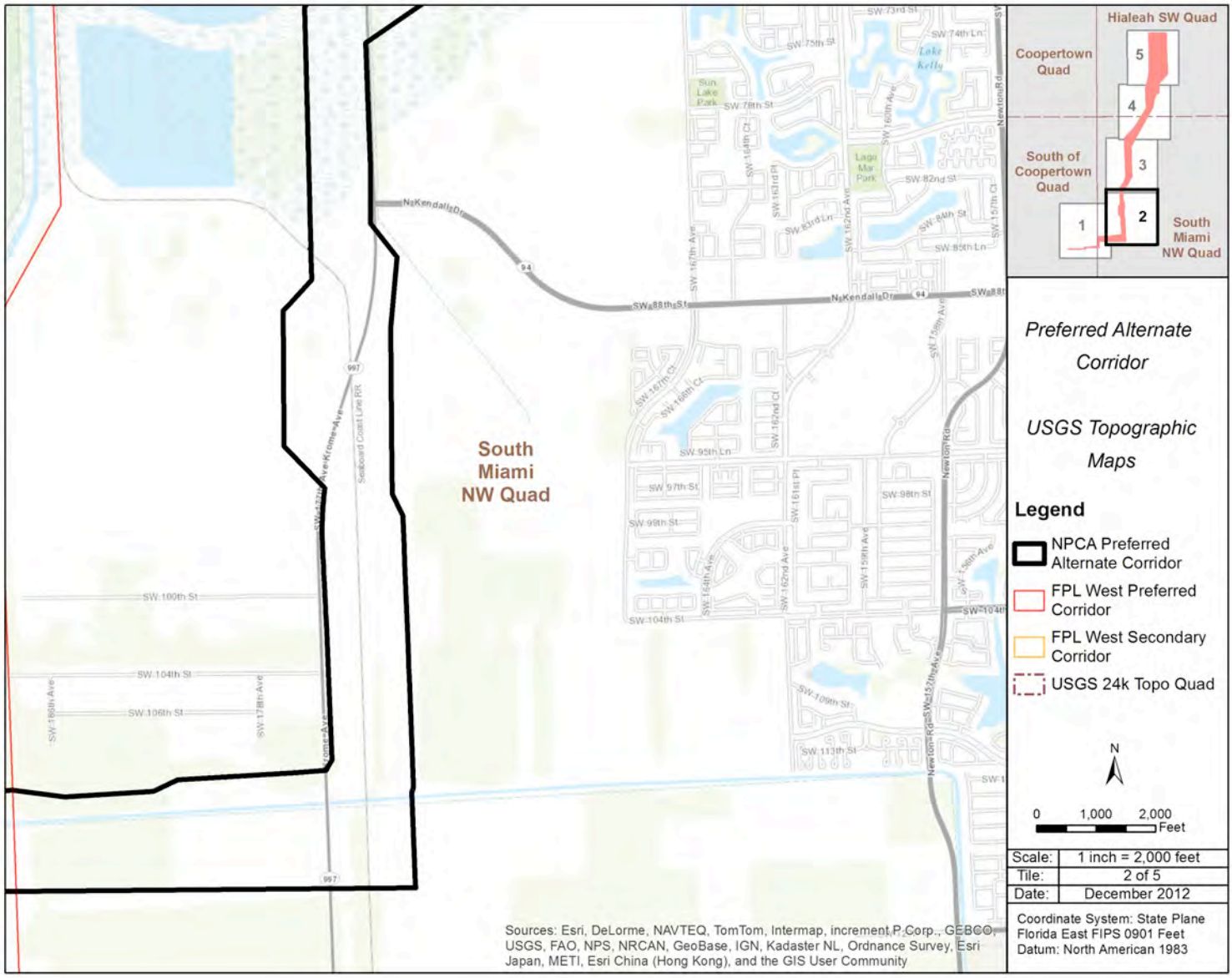
SW 203rd Ave
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 1 of 5


South Miami NW Quad
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NPCA Preferred Alternate Corridor
FPL West Preferred Corridor
FPL West Secondary Corridor
USGS 24k Topo Quad
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Coordinate System: State Plane Florida East FIPS 0901 Feet
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Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 2 of 5

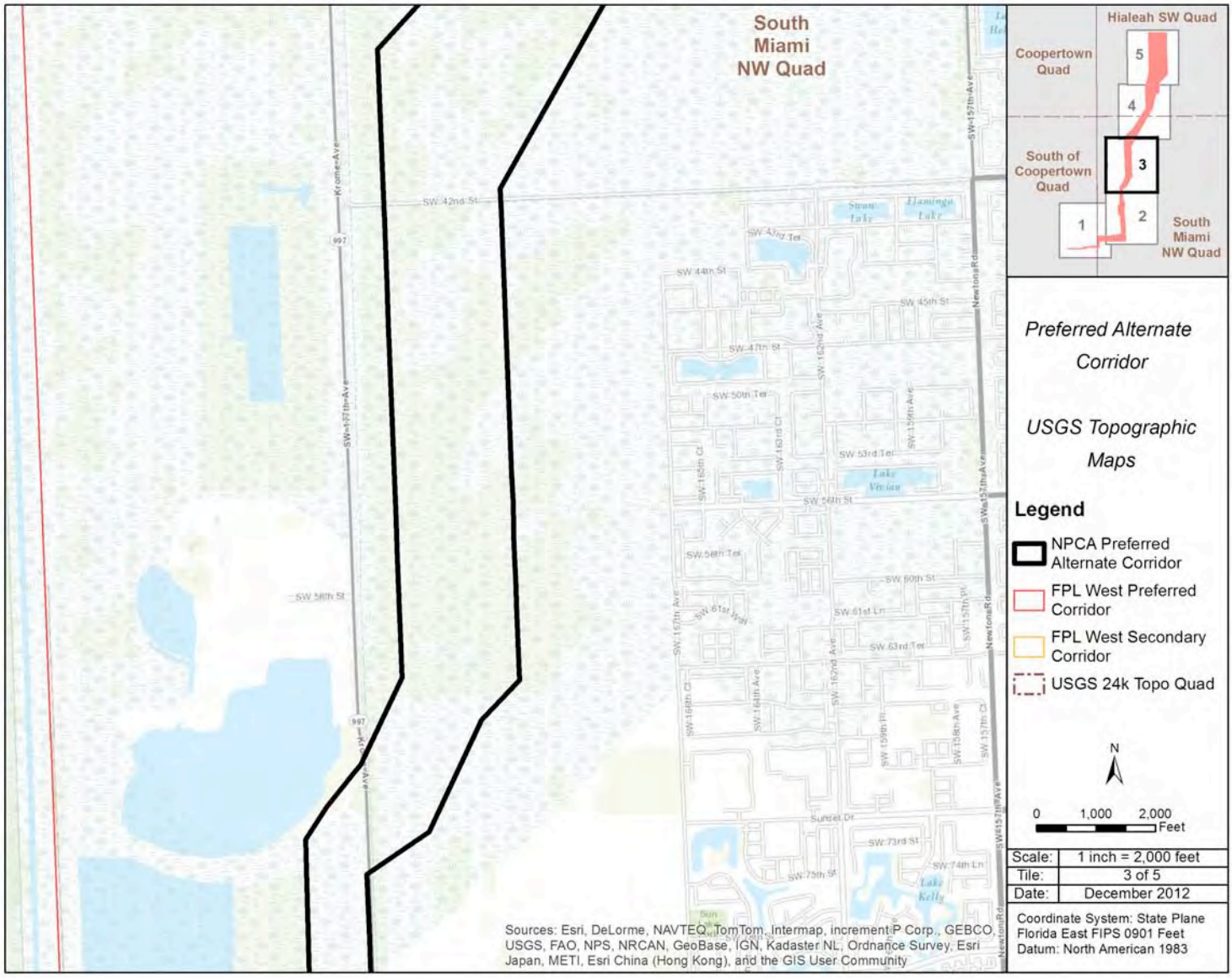
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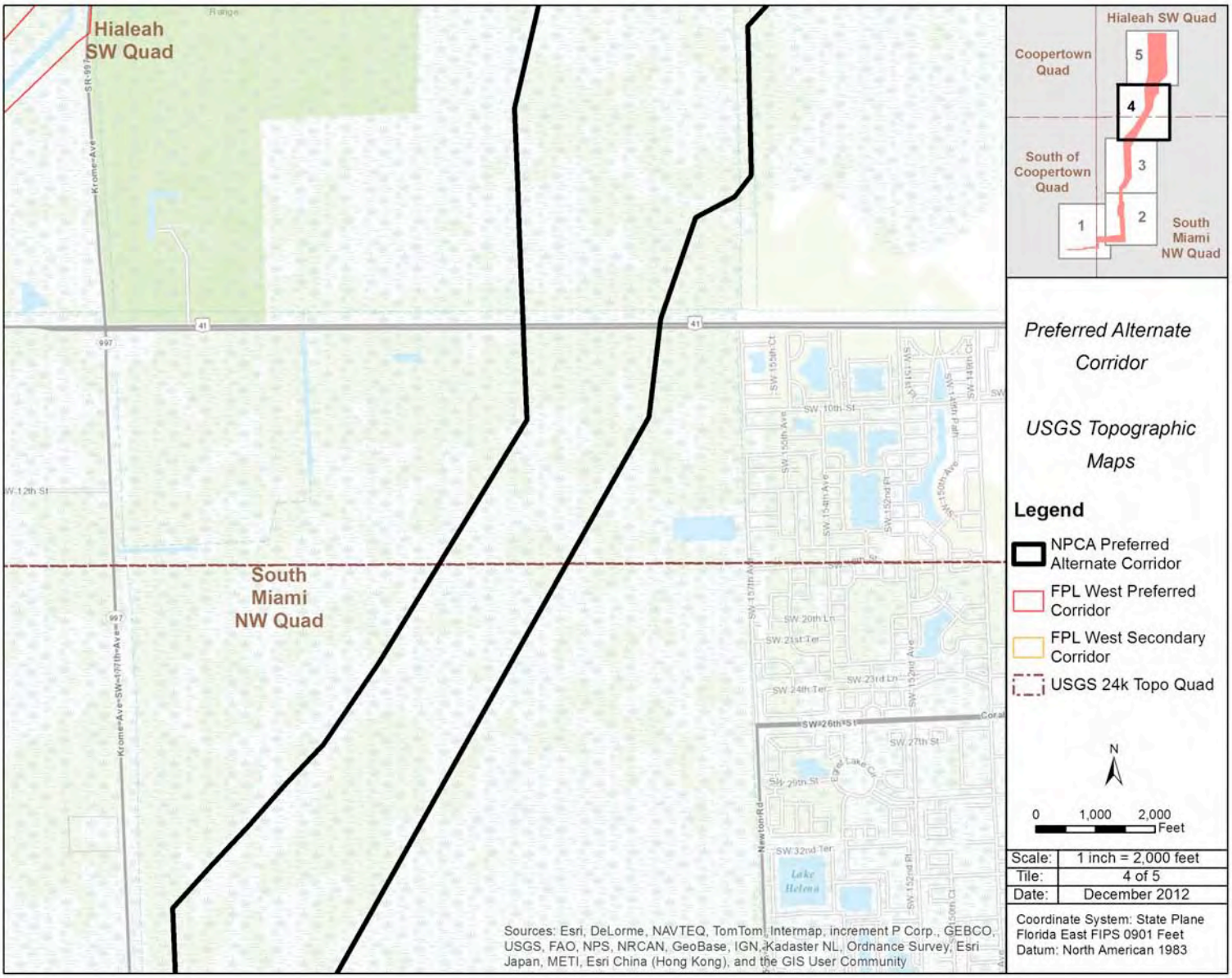
Figure 3 of 5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NPCA Preferred Alternate Corridor
FPL West Preferred Corridor
FPL West Secondary Corridor
USGS 24k Topo Quad
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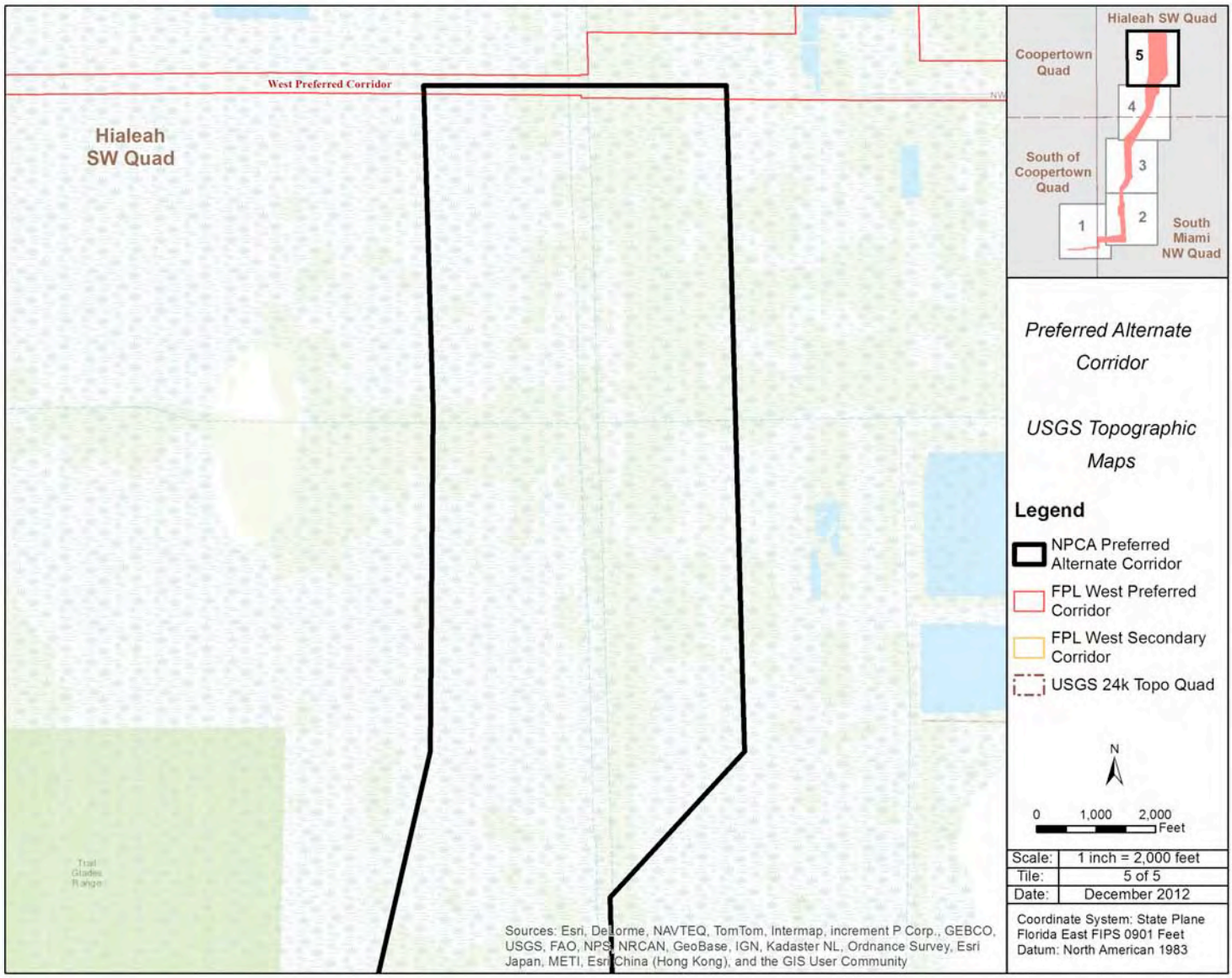
Coordinate System: State Plane Florida East FIPS 0901 Feet Datum: North American 1983
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 4 of 5


West Preferred Corridor
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Hialeah SW Quad
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Miami
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Preferred Alternate
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1 inch = 2,000 feet
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5 of 5
Date:
December 2012
Coordinate System: State Plane
Florida East FIPS 0901 Feet
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USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri
Japan, METI, Esri China (Hong Kong), and the GIS User Community

Figure 5 of 5

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing have been provided to the following parties this 10th day of December, 2012:

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s/Sara Fain
Sara Fain
Everglades Law Center

FILED
12 DEC 10 PM 3:55
DIVISION OF ADMINISTRATIVE HEARINGS

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

IN RE: FLORIDA POWER & LIGHT CO.
TURKEY POINT UNITS 6 & 7
POWER PLANT SITING
APPLICATION NO. PA 03-45A3

DOAH CASE NO. 09-3575-EPP
DEP OGC CASE NO. 09-3107

/

NOTICE OF PROPOSED ALTERNATE CORRIDORS

The Miami-Dade Limestone Products Association (MDLPA), through its undersigned counsel, files this Notice of Proposed Alternate Corridors pursuant to sections 403.5064(4) and 403.5271 of the Florida Statutes, and states:

1. The MDLPA is submitting for consideration two additional alternate corridors (shown in **Figures 1 and 2** below) for a portion of the West Preferred Corridor for the Turkey Point Units 6 & 7 Project Transmission Lines. The MDLPA makes this submission for the purpose of reducing impacts within Everglades National Park (ENP).

2. Description of the Proposed Alternate Corridors. MDLPA's proposed alternate corridors provide two potential routes (AC-A and AC-B), each approximately 11 miles in length, to relocate FPL's Western Preferred Corridor to the east of the L-31N Canal.

The AC-A Alignment:

a. Follows FPL's West Preferred Corridor until it reaches a point roughly six miles south of Tamiami Trail.

b. Beginning at a point approximately 6 miles south of Tamiami Trail, the AC-A corridor would expand the width of the corridor by 600 feet to the east of the FPL West Preferred Corridor for a distance of about 5 miles until it reaches a point one mile south of Tamiami Trail. This would allow the final right-of-way to be located on the east side of the L-31N Canal.

c. At a point one mile south of Tamiami Trail, the AC-A would turn to the east for a distance of about 2.5 miles.

d. At a point about 2.5 miles east of the L-31N Canal the width of the right-of-way expands in a triangular fashion to allow enough flexibility for the final Transmission Line right-of-way to transition through the Bird Drive Basin area toward the Pennsuco wetlands north of Tamiami Trail.

e. At Tamiami Trail, the alternate corridor expands to a width of approximately one mile from a point just above Tamiami Trail to the north boundary of Government Lot 5. From the north Boundary of G.L. 5, the corridor would be reduced to a width of 600 feet and proceed north along the alignment of the Dade-Broward Levee to intersect with the West Preferred Corridor.

f. For sections south of Tamiami Trail access to the MDLPA AC-A would be through existing public roadways and access roads constructed by FPL within the boundary of the proposed alternate corridors.

g. There are two access corridors proposed for the section north of Tamiami Trail. One corridor extends from the northwest corner of Government Lot 4 to N.W. 137th Avenue. It is two hundred feet wide with one hundred feet extending on each side of the north section line of Government Lots 3 and 4.

h. The second proposed MDLPA access corridor extends south from the northwest corner of Government Lot 4 to the north bank of the C-4 Canal. It is two hundred feet wide with one hundred feet extending on each side of the west section line of Government Lot 4. From that point, it narrows to one hundred feet in width and extends to the west to include the bridge over the C-4 Canal at the entrance to the Trail Glades Shooting Range.

The AC-B Alignment:

a. Follows FPL's West Preferred Corridor until it reaches a point roughly six miles south of Tamiami Trail.

b. Beginning at a point approximately 6 miles south of Tamiami Trail, the AC-B corridor turn to the east until it reaches Krome Avenue. Once reaching Krome Avenue the corridor turns to the north with variable width until it reaches Kendall Drive.

b. From Kendall Drive the corridor moves to the west side of Krome Avenue for approximately 0.75 miles north of Kendall Drive.

c. At a point about 0.75 miles north of Kendall Drive the corridor crosses Krome Avenue and expands in width, proceeding in a roughly southwest to northeast direction through the Bird Drive Basin area until it reaches Tamiami Trail. The width of the corridor expands in an irregular fashion to allow enough flexibility for the final Transmission Line right-of-way to transition through the Bird Drive Basin area toward the Pennsuco wetlands north of Tamiami Trail.

d. At Tamiami Trail the alternate corridor expands to a width of approximately one mile from a point just above Tamiami Trail to the north boundary of Government Lot 5. From the north Boundary of G.L. 5 the corridor would be reduced to a width of 600 feet and proceed north along the alignment of the Dade-Broward Levee to intersect with the preferred corridor.

e. For sections south of Tamiami Trail, access to the MDLPA AC-B would be through existing public roadways and access roads constructed by FPL within the boundary of the proposed alternate corridors.

f. There are two access corridors proposed for the section north of Tamiami Trail. One corridor extends from the northwest corner of Government Lot 4 to N.W. 137th Avenue. It is two hundred feet wide with one hundred feet extending on each side of the north section line of Government Lots 3 and 4.

g. The second proposed MDLPA access corridor extends south from the northwest corner of Government Lot 4 to the north bank of the C-4 Canal. It is two hundred feet wide with one hundred feet extending on each side of the west section line of Government Lot 4. From that point it narrows to one hundred feet in width and extends to the west to include the bridge over the C-4 Canal at the entrance to the Trail Glades Shooting Range.

3. Reasons for Approving One of the Proposed Alternate Corridors. The MDLPA is a non-profit association of limestone mining and processing companies located in the Lake Belt area of western Miami-Dade County. To offset the wetland impacts associated with mining, the mining companies, in cooperation with the State of Florida, the U.S. Army Corps of Engineers, the South Florida Water Management District and Miami-Dade County have committed to a long term program of acquisition and restoration of the Pennsuco wetlands. The reasons that one of the MDLPA Alternate Corridors should be certified include:

a. FPL's West Preferred Corridor crosses near the middle of the Pennsuco wetland through better habitat than in either of the additional proposed MDLPA Alternate Corridors. Moving the Transmission Lines through the Bird Drive Basin to the south of Tamiami Trail leaves the majority of the Pennsuco wetland intact as a single continuous wetland with the best prospects for full restoration of wetland value and wildlife habitat.

b. The West Preferred Corridor proceeds along the eastern border of Everglades National Park and Water Conservation Area-3B just east of several wading bird rookeries. The MDLPA Alternate Corridors A and B would provide the opportunity to locate this section of the Transmission Line several miles to the east depending on the final

alignment chosen. This site is likely to reduce any risk to wading birds that might utilize the Pennsuco wetlands.

c. The West Preferred Corridor segment along the boundary of ENP and WCA-3B on the west side of the L-31N and the L-30 Levee is located in more valuable habitat than the proposed MDLPA additional alternate corridors located to the east. The West Preferred Corridor is contiguous with thousands of acres of Everglades marsh. The MDLPA alternate corridors would remove the transmission lines entirely from WCA-3B and, depending upon the final alignment chosen, greatly reduce the length of the corridor adjacent to ENP.

WHEREFORE, the Miami-Dade Limestone Products Association requests that one or both of the MDLPA Alternate Corridors proposed above be accepted for consideration in this certification proceeding, together with such other relief as the Administrative Law Judge deems appropriate.

Respectfully submitted on behalf of the MDLPA this 10th day of December, 2012, by

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Tel: (305) 579-0772
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By: _____
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Edward Martos
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Certificate of Service

I certify that I have served a true and correct copy of the foregoing via electronic mail this 10 day of December, 2012, to the following:

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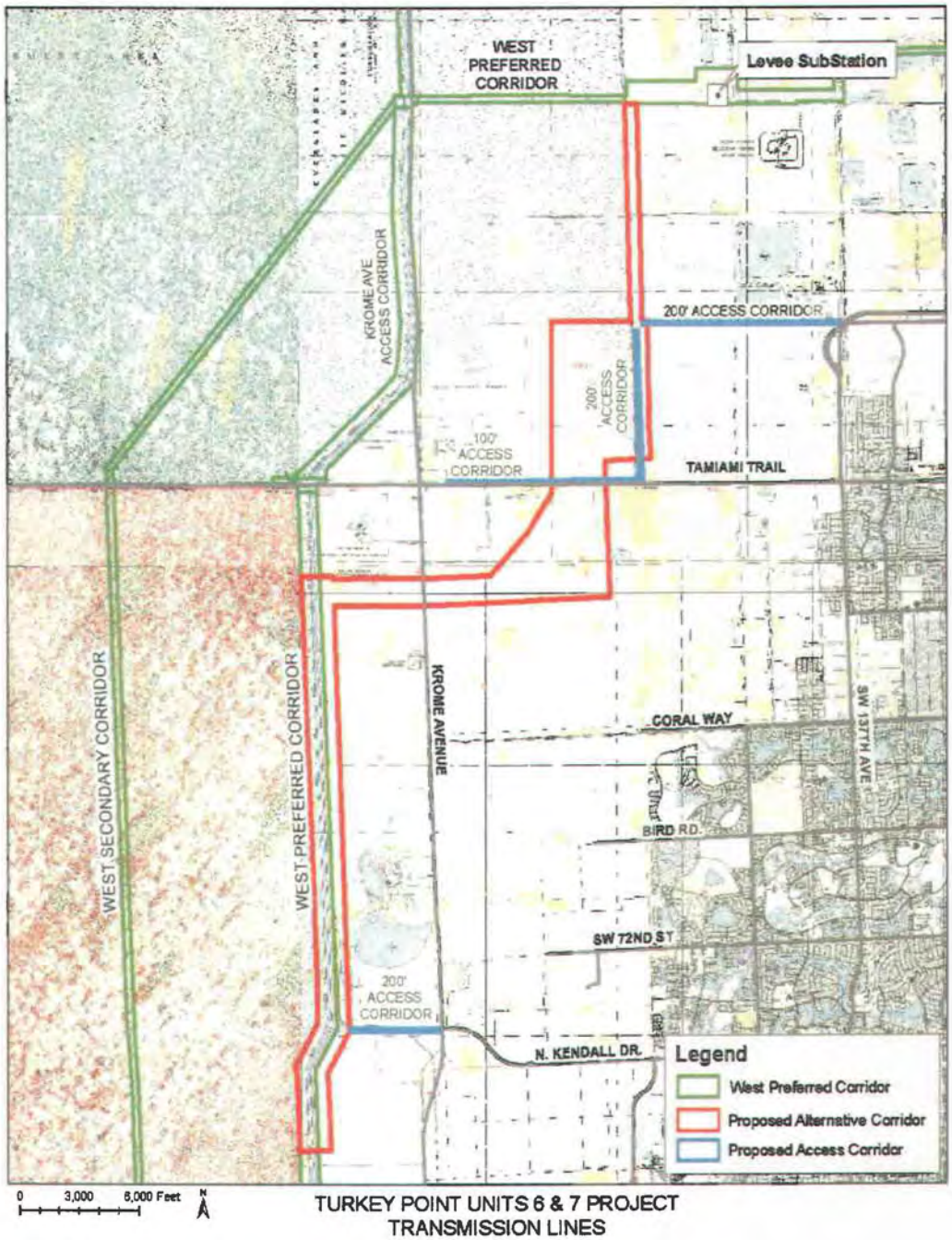

Figure 1. Detailed view of the Alternate Transmission Line Corridor (AC-A), including access corridors proposed by the MDLPA.

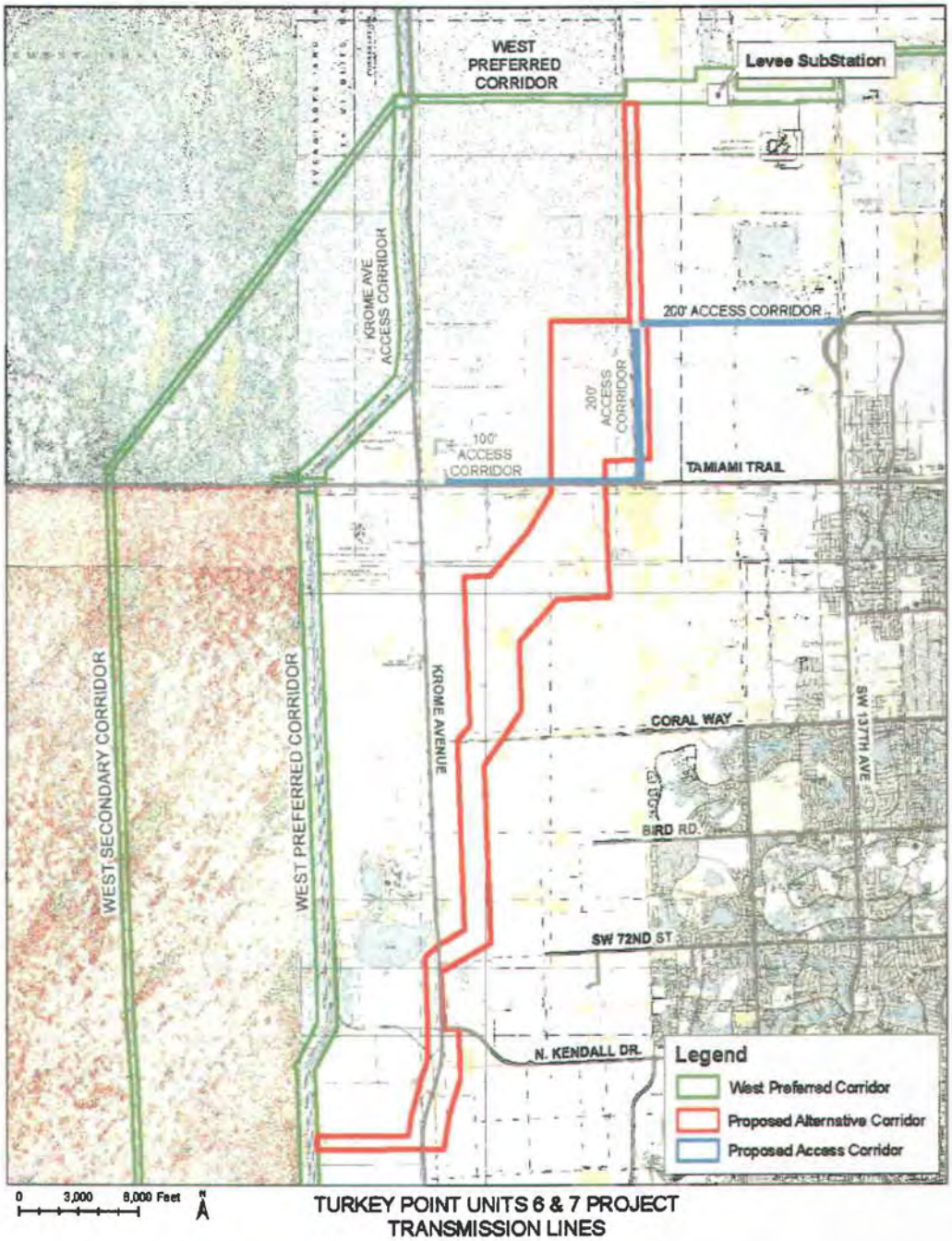

Figure 2. Detailed view of the Alternate Transmission Line Corridor (AC-B), including access corridor proposed by the MDLPA.