

**AGREEMENT FOR EXCHANGE OF LANDS AND INTERESTS IN LANDS LOCATED IN EVERGLADES
NATIONAL PARK BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT
COMPANY**

This Agreement entered into this 18th day of March , 2016 (“**Exchange Agreement**”) for the equal value exchange of land is entered into by the United States of America (“**United States**”), acting through the National Park Service (“**NPS**”) and the Florida Power & Light Company (“**FPL**”), a Florida corporation, to address conditions for a proposed exchange of certain property interests of FPL (including provision of easements and other actions) to facilitate acquisitions authorized by the Everglades National Park Expansion Act of 1989 and Section 7107(b) of the Omnibus Public Land Management Act of 2009. This exchange agreement represents a binding commitment between the parties and the parties agree to work diligently to implement the terms and conditions of the agreement in good faith to achieve the common goals identified herein.

WITNESSETH:

1. 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 Everglades National Park (“**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 (“**ACOE**”) 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 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.

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, (the “**Inholding Property**”). The Inholding Property to be acquired by the United States is approximately 299 acres in fee ownership and approximately 20 acres of easement in two parcels. The terms of the easement include a right-of-way approximately 330 feet in width to be used for construction, operation and maintenance of one or more electric transmission and distribution lines, including wires, poles, “H” frame structures, towers, anchors, guys, telephone and telegraph lines and appurtenant equipment.

1.3. The Parties agree that each will benefit from an exchange of land through a negotiated agreement.

1.4. The Parties have identified approximately 260 acres of federal property at the eastern edge of the ENP Expansion Area ("**Exchange Property**") that are suitable for exchange.

1.5. On May 19th, 2014 Florida's Governor and Cabinet, sitting as the Siting Board, issued a Final Order ("**FO**") of Certification approving FPL's application to construct and operate two new nuclear generating units within FPL's Turkey Point plant property, as well as new electrical transmission lines and other off-site facilities. FPL's application to certify the location, construction and operation of electrical transmission lines in the "West Consensus Corridor"; and the "West Preferred Corridor" as a back-up if an adequate right-of-way within the West Consensus Corridor cannot be secured in a "timely manner" and at a "reasonable cost", was approved in the FO, subject to additional "Conditions of Certification (**CoCs**)". The Siting Board's FO is currently under appeal.

1.6. In accordance with the FO and its CoCs, FPL shall diligently pursue the placement of Western Transmission Facilities to the east of the L-31N canal to avoid siting any transmission lines in ENP. In furtherance of this direction and upon completion of a final non-appealable order of certification, FPL shall make all reasonable efforts to secure the necessary authorizations, approvals, and property rights to support the timely siting, construction, operation, and maintenance of the Western Transmission Facilities within the West Consensus Corridor, subject to the final CoCs and the terms and conditions of the August 30, 2013 agreement between FPL and the Miami-Dade Limestone Products Association ("**MDLPA**") regarding the West Consensus Corridor. Consequently, the West Preferred Corridor will only be utilized for placement of FPL's Western Transmission Facilities in the event that an adequate right-of-way within the West Consensus Corridor cannot be secured in a timely manner and at a reasonable cost. The Parties agree and support the ability of FPL to utilize the West Consensus Corridor, or the West Preferred Corridor as backup if necessary, for the placement of FPL's Western Transmission Facilities pursuant to the terms of the Siting Board's FO, applicable law and the terms of this Exchange Agreement.

1.7. The exchange of lands and interests in lands, as described in this Exchange Agreement, are authorized by the Omnibus Public Land Management Act of 2009 (Public Law 111-11). This exchange meets the objectives necessary to accommodate enhanced flows to support critical Everglades restoration efforts and ecosystem benefits, acknowledges FPL's valid existing rights with fair compensation, adds approximately 60 acres or more of land to ENP, and minimizes cost to taxpayers.

1.8. The Parties agree that the Parties have complied with the statutory and regulatory procedures that are required to execute this land exchange agreement.

1.9. The Parties recognize and intend that separate but complementary agreements have been negotiated and executed involving the United States Army Corps of Engineers, the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida and the South Florida Water Management District for various land interests, such agreements being collectively referred to herein as the 2008 Agreements (as defined below). It is the intention of the Parties and a condition precedent to the closing contemplated in Section 3 of this Exchange Agreement, that the related closings, including

those with (1) the Trustees of the Internal Improvement Trust Fund of the State of Florida ("**TIITF**") under the *August 29, 2008 Agreement between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Florida Power and 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*; and (2) with the United States Army Corps of Engineers ("**USACOE**") under the *August 20, 2008 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*; and (3) with the South Florida Water Management District ("**SFWMD**") under the *August 21, 2008 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, as amended by the June 22, 2009 Amendment*, occur prior to or simultaneously with the exchange provided for in Section 3 of this Exchange Agreement. The foregoing 2008 agreements between FPL and the TIITF, USACOE and SFWMD are collectively referred to herein as the "**2008 Agreements**".

2. Definitions

2.1. Closing or Closing Date: This initial exchange, and the exchanges under the 2008 Agreements, shall be closed and the deeds, easements, and other closing instruments identified herein, and possession, shall be delivered on or before two hundred forty (240) days following the Effective Date of this Exchange Agreement (the "**Closing**" or "**Closing Date**") (unless the Closing Date is extended by written agreement of the Parties), with the Closing conditioned upon the land conveyances listed in Section 3.5, 3.1, and Section 1.9 occurring prior to or simultaneously with the Closing Date, and the simultaneous conveyance and recordation of the conveyance instruments (**on or before November 14, 2016**) ; unless such date is extended by written agreement of the Parties) by the United States of all lands and interests particularly described in Appendix 2 to FPL, and of all the right, title, and interests of FPL in the fee and easement lands particularly described in Appendix 1 to the United States. The parties agree that any action taken by any person to set aside this Exchange Agreement or the underlying environmental compliance matters will not serve to delay the commitment to close as soon as possible, and both parties will work diligently to close within the stated time period and will support each other and provide best efforts to do so.

2.2. Effective Date: The date upon which this Exchange Agreement is signed by the last of the Parties.

2.3. Exchange Agreement: this Agreement, titled "Agreement for Exchange of Lands and Interests in Lands Located in Everglades National Park Between the United States of America and Florida Power & Light Company," including all attachments and appendices.

2.4. Exchange Property: the lands and interests in lands that are held by the United States and to be transferred to FPL, more particularly described in Section 3.1.4 and Appendix 2.

2.5. Temporary Flowage Easement: the temporary flowage easement from FPL to the United States over the Inholding Property in substantially the form of the attached Appendix 3.

2.6. Inholding Property: the fee and easement interests in the Inholding Property that are held by FPL and to be transferred to the United States or released by FPL, as more particularly described in Sections 3.1.2 and 3.1.3 and Appendix 1.

2.7. West Consensus Corridor: as described and depicted in the Final Order of Certification dated May 19, 2014.

2.8. West Preferred Corridor: as described and depicted in the Final Order of Certification dated May 19, 2014.

2.9. Timely Manner: as defined in the Final Order of Certification dated May 19, 2014.

2.10. Reasonable Cost: as defined in the Final Order of Certification dated May 19, 2014.

2.11. Conditions of Certification (CoCs): as adopted in the Final Order of Certification dated May 19, 2014.

2.12. Parties or Party: the United States, acting through the NPS, and FPL. NPS and FPL are collectively referred to as the “**Parties**”, and sometimes individually as a “**Party**”.

2.13. Vegetation and Fire Easement Property: the lands and interests in lands that are held by the United States and to be subject to an easement to be held by FPL, more particularly described in Section 3.1.5 and Appendix 2.

2.14. Western Transmission Facilities: including transmission and distribution lines, structures, wires and appurtenant facilities and equipment, communications equipment and facilities, and associated construction, maintenance and access roads utilized in the conveyance of electric power.

3. Exchange of Real Property Interests

3.1. Real Property Interests to be Conveyed: This section identifies a commitment of both Parties to exchange the following property interests, subject only to the conditions set forth herein, including **Appendices 1 and 2** to this Exchange Agreement:

3.1.1. Temporary Flowage Easement from FPL to the United States. Upon the execution of this Exchange Agreement, the Parties will execute, in recordable form, the Temporary Flowage Easement in substantially the form attached as **Appendix 3**. Such Temporary Flowage Easement is being granted by FPL to further enable the implementation of changes to operations of the Central and

Southern Florida Project to effectuate Everglades restoration goals and purposes and in recognition of the commitments and timelines set forth herein. The Temporary Flowage Easement shall immediately terminate and will be null and void (i) should any person file a legal action challenging the Record of Decision or the underlying environmental compliance, and (ii) such action or any effect thereof delays, halts or otherwise adversely impacts the exchange contemplated under this Exchange Agreement, including but not limited to causing such exchange to be voided. The mere filing of such a legal action, however, shall not automatically void the Temporary Flowage Easement and the parties will work together to respond effectively and affirmatively to support the implementation of the Record of Decision and the terms and conditions of this Exchange Agreement.

3.1.2. Special Warranty Deed for “Inholding Property” from FPL to United States: FPL shall 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-D**, free and clear of all liens and encumbrances other than those agreed to in writing by the United States. The deed conveying such property shall be in substantially the form of the attached **Appendix 1-A**.

3.1.3. Release of Easements on “Inholding Property” from FPL to United States: FPL shall release all of its right, title and interest in the easement lands identified in **Appendix 1-D**. The release of easement shall be in substantially the form of the attached **Appendix 1-B** (Parcel 93) and **Appendix 1-C** (Parcel 92).

3.1.4. Quit Claim Deed and Restrictive Covenants for “Exchange Property” from United States to FPL: The United States through the NPS shall convey in fee simple to FPL property located along the eastern edge of the ENP Expansion Area as depicted in **Exhibit A to Appendix 2-A**, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL. The deed from the United States to FPL shall be in substantially the form of the attached **Appendix 2-A**, and subject only to the restrictions identified in **Exhibits B and C to Appendix 2-A**. The Parties agree that the table of non-permitted encumbrances included in **Exhibit B to Appendix 2-A** represents those encumbrances that must be addressed by the United States prior to the Closing Date. If, despite the best and continuing efforts of the United States, the timeline for removal of some non-permitted liens, encumbrances, and restrictions extends beyond the Closing Date, the Parties agree that the Closing Date may be extended by mutual written agreement of the Parties.

3.1.5. Non-Native Vegetation Management and Fire Management Easement from the United States to FPL for the “Vegetation and Fire Easement Property”: The United States through the NPS shall convey to FPL an easement for the management of non-native vegetation that has the potential to be a fire hazard to utility facilities that is 90 feet in width as depicted in **Exhibit A to Appendix 2-B**. The easement granting such rights shall be in substantially the form of the attached **Appendix 2-B**. NPS agrees that management of vegetation will be conducted in accordance with the terms of the easement. FPL agrees that the corresponding portion of the vegetation and fire easement will be extinguished wherever and whenever adjacent lands in the Exchange Property are no longer owned or controlled (under lease) by FPL.

3.2. Valuation: Both parties have conducted appraisals for properties described in Section 3.1 in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice. For the purposes of this agreement, the values of the land involved in the land exchange under consideration are considered equal in accordance with Section 7107(b)(2)(C) of the Omnibus Public Land Management Act of 2009.

3.3. Environmental Protections: This Exchange Agreement is made subject to and on the basis of the environmental protections for the Exchange Property included in **Exhibit C to Appendix 2-A** which shall be included with and part of the deeds for the transactions contemplated herein. The Parties agree to execute legally binding restrictive covenants that extend protection to the environmental resources on the Exchange Property after the land is conveyed to FPL as specified in **Exhibit C to Appendix 2-A**. The restrictive covenants will be included in the deed of conveyance and run with the land.

3.4. Right of Entry: From the date this Exchange Agreement is fully executed by the Parties until Closing, the Parties and their respective employees and agents, upon reasonable notice and timely response to the other Party, shall have the right to enter the Inholding Property, the Exchange Property, and the Vegetation and Fire Easement Property for all lawful purposes in connection with this Exchange Agreement and the rules and regulations applicable to Everglades National Park.

3.5. Closing Activities: Within **two hundred forty (240) days** after the Effective Date of this Exchange Agreement (that is, on or before **November 14, 2016**); unless the Closing Date is extended by written agreement of the Parties) and subject to the completion of due diligence, the Parties shall proceed to Closing for properties described in Section 3.1 at a date and location mutually agreed between the Parties no less than thirty (30) days prior to Closing.

3.6. Simultaneous Exchange: At the Closing, FPL shall, simultaneously with and subject to the conveyance by the United States of all lands and interests described in **Appendix 2** to FPL as prescribed by this Exchange Agreement and subject to the conveyance of land interests to FPL under the 2008 Agreements, 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**.

3.7. Representations Survive Closing: The representations, commitments, and warranties in this Exchange Agreement shall survive closing and delivery of the respective deeds and easements. In the event of any conflict between this Exchange Agreement and the conveyance instruments following closing, the terms of the conveyance instruments shall control.

3.8. Expiration of Exchange Agreement: This Exchange Agreement shall be null and void if the terms associated with the exchange of real property interests described in Sections 1.9 and 3.1 are not carried out by the Closing Date, as such date may be extended by written agreement of the Parties.

4. Reconveyance of Real Property Interests

4.1. Background: As provided for in the FO for the FPL Turkey Point Units 6&7 Project issued by the Florida Electrical Power Plant Siting Board on May 19, 2014, FPL must pursue the use of the West Consensus Corridor as the primary corridor in the west for the Western Transmission Facilities associated with the Turkey Point Units 6&7 Project. Success in acquiring interests and developing this corridor would minimize or eliminate the amount of Exchange Property required for the Western Transmission Facilities. In areas where FPL is unable to build and maintain its structures east of the L-31N canal (outside of ENP), FPL shall only use the minimum amount of land west of the L-31N canal (inside the current boundaries of ENP) that is necessary to build and maintain the structures, and FPL shall return to installing structures to the east side of the L-31N canal at the first available and practicable location.

4.2. The Parties recognize and intend that the FO, as well as the agreement executed August 30, 2013, between the Miami-Dade Limestone Products Association (MDLPA) and FPL regarding the Western Transmission Facilities, established an expected sequence of events. The FO also established a process to document compliance with the final Site Certification. The Parties further agree that the good faith that will be exercised to fulfill the sequence of events and compliance with the final Site Certification have bearing on the Parties as they execute Section 4 of the Exchange Agreement.

4.3. Reconveyance of Lands to NPS. Upon satisfying the conditions of section 4.5, FPL shall reconvey to the NPS any and all acreage in the Exchange Property determined through the execution of the FO and its CoCs, to be unneeded by FPL for the West Consensus Corridor.

4.4. Valuation: Fair compensation to FPL for the reconveyance of any lands to NPS described in Section 4.5.4.1 will include Hole-in-the-Donut (HID) mitigation credits and/or payment of appropriated funds. FPL and NPS agree that a factor of 0.25 HID wetland credits per acre will be used to determine the final number of wetland credits provided to FPL upon reconveyance of the land to NPS. If the Parties agree that appropriated funds shall be used, the Parties agree that the valuation of the land shall be based upon the highest and best use of the lands as being passive recreation.

4.5. Conditions.

4.5.1. Simultaneous with submittal to state agencies, FPL shall provide to the NPS copies of all post-certification submittals related to lands in or immediately adjacent to ENP, pursuant to the final non-appealable FO, as well as those submittals described in section 3d of the August 30, 2013, agreement between the Miami-Dade Limestone Products Association (MDLPA) and FPL for the Western

Transmission Facilities. NPS will provide any comments within ninety (90) days of such submittals. Within thirty (30) days of receipt of comments from NPS on any post-certification submittals related to the West Consensus Corridor, FPL shall provide written responses to NPS, with copies to DEP for review and consideration. These submittals will demonstrate FPL's compliance with state and local regulatory requirements and provide NPS additional opportunities to assure that the minimum necessary lands within ENP are utilized for the construction and operation of Western Transmission Facilities within the West Consensus Corridor. The review timeframes are intended to be consistent with the FDEP PPSA review process.

4.5.2. FPL shall determine whether the necessary transmission line right-of-way within the West Consensus Corridor can be obtained as required in the FO.

4.5.3. FPL shall make good faith efforts as required in the FO to obtain all land rights required for the West Consensus Corridor.

4.5.4. If under the terms of the FO, FDEP concurs that FPL has complied with the FO regarding FPL's determination that it will require use of lands of the Exchange Corridor within ENP to develop the West Consensus Corridor, FPL shall:

4.5.4.1. Identify the final transmission line alignment and determine the portions of the Exchange Property and/or Vegetation and Fire Easement Property ("**Surplus Exchange Property**") not required to support the Western Transmission Facilities associated with the Turkey Point Units 6&7 Project; and

4.5.4.2. Reconvey in fee simple to the United States all of its right, title and interest in the Surplus Exchange Property. FPL agrees that any easement property will be automatically extinguished wherever and whenever adjacent lands in the Exchange Property are no longer owned or controlled (under lease) by FPL.

4.6. Closing Activities: On or before two hundred forty (240) days after the FDEP concurrence described in Section 4.5.4 and the identification of the Surplus Exchange Property, the Parties shall proceed to closing for the Surplus Exchange Property described in Section 4.5.4.1 at a date and location mutually agreed between the Parties no less than thirty (30) days prior to such closing unless the date is mutually extended by the Parties.

4.7 ENP Boundary Revision: In accordance with Section 7107 (b)(5) of the Omnibus Public Land Management Act of 2009, within one hundred twenty (120) days of completion of the closing activities identified in Section 4.6 NPS shall adjust the boundary of ENP to reflect that the final land ownership of FPL is outside the boundary of ENP. In the event that it is determined by FPL that no Surplus Exchange Property exists for reconveyance, the NPS shall, within one hundred twenty (120) days of completion of actions identified in Section 4.5.4, adjust the boundary of ENP to reflect that the final land ownership of FPL is outside the boundary of the ENP.

4.8 FPL Development Commitment: FPL will adhere to the West Consensus Corridor development activities and timelines described in the Turkey Point Units 6 & 7 final CoCs of the Final Order and the terms and conditions of the August 30, 2013, agreement between FPL and the MDLPA regarding the West Consensus Corridor for the purposes of completing development of the Western Transmission Facilities, regardless of the status of the Turkey Point 6&7 project.

4.9 FPL will refrain from construction activities on the Exchange Property until the actions identified in Section 4.5.4 are completed, or all regulatory approvals for any other future project have been obtained. Similarly FPL will not be obligated to take the actions identified in paragraphs 6 and 7 of Exhibit C to Appendix 2-A until the actions identified in section 4.5.4 are completed.

5. Miscellaneous Provisions

5.1. Exchange Agreement Binding Upon Execution: The obligations and rights of the Parties under this Exchange Agreement shall be legal, valid, effective and binding upon the Parties, and their successors and assigns, upon execution of this Exchange Agreement and the Parties shall promptly take actions necessary to execute and consummate the exchange. Prior to the Effective Date of this Exchange Agreement, no Party shall be required to undertake any action required by this Exchange Agreement or receive any benefit hereunder. From and after the Effective Date of this Exchange Agreement, 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 Exchange Agreement. The Parties agree to work diligently and in good faith at all times together to implement the terms of this Exchange Agreement. This Exchange Agreement replaces, and stands in the place of, the July 24, 2008 *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* (the "**Contingent Agreement**"), and is consistent with Section 7107(b) of the Omnibus Public Land Management Act of 2009 which ratified, approved and confirmed the land exchange addressed in both the Contingent Agreement and this Exchange Agreement.

5.2. Exchange Agreement is Authorized: The Parties have the full right, power and authority to make, execute, deliver and perform this Exchange Agreement, to consummate the transactions contemplated herein, and comply with the terms and conditions herein. Neither this Exchange Agreement, nor its execution and delivery, nor consummation of the transactions contemplated herein, will conflict with, result in a breach or default under, nor constitute a prohibited action under any agreement, commitment, instrument, judgment or order to which the United States or FPL is a party.

5.3. Consequences if Exchange Agreement is Not Consummated Timely: In the event that the exchange of lands provided for in this Exchange Agreement is not consummated timely for any reason or is set aside for any reason, the Parties shall return to their status and rights prior to the signing

of this Exchange Agreement and the Parties agree to take whatever actions and execute whatever documents are necessary to restore the status quo ante the exchange (including to transfer land rights).

5.4. No Creation of Third Party Rights: The provisions of this Exchange Agreement, including its appendices and attachments, are for the benefit only of the Parties expressly named herein, and their respective successors and assigns, and are not for the benefit of any third party. Nothing in this Exchange Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party to this Exchange Agreement.

5.5. Signatures: For the purposes of expediting execution of this Exchange Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement. This Exchange Agreement shall become effective on the date of the last signatory.

5.6. Amendments: The Parties agree that this Exchange Agreement, including any of its parts and Appendices, may be amended only by a writing signed by all Parties hereto.

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

5.8. Technical Corrections to Legal Descriptions: The Parties acknowledge that while they have utilized their best efforts to arrive at the legal descriptions found on **Appendices 1-A, 1-B, 1-C, and 1-D, Exhibit A to Appendix 2-A, and Exhibit A to Appendix 2-B** and believe such legal descriptions to be accurate and correct, it may be necessary to make technical corrections in such descriptions. In addition, the Parties agree to negotiate in good faith any such correction as a Party may believe to be necessary. All corrections must be agreed upon in writing by both Parties. If any corrections are agreed upon after Closing, the Parties shall execute such further transfer documents as necessary to effect such corrections.

5.9. Waiver: The failure of either Party to this Exchange Agreement to insist upon the strict performance of any provision of this Exchange Agreement or to exercise any right, power, or remedy consequent upon a breach thereof shall not constitute waiver by said Party of any such provision, breach, or subsequent breach of the same or other provision.

5.10. Notices to Parties: All substantial communications, including requests for amendments to this Exchange Agreement, shall be in writing and addressed as follows:

5.10.1. To the United States:

National Park Service
Everglades National Park
40001 State Road 9336

with copies to: National Park Service
Naples Land Acquisition Project Office
2975 Horseshoe Drive S, Suite 800

Homestead, Florida 33034
Attention: Superintendent

Naples, Florida 34104
Attention: Land Acquisition Officer

5.10.2. To Florida Power & Light Company:
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Corporate Real Estate

With a copy to:
Florida Power & Light Company
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408
Attention: Law Department

5.11. Public Notices: The United States shall assume the costs for and responsibility for providing public notice of this Exchange Agreement and the transactions contemplated herein, as required by applicable federal statutes or regulations.

5.12. Remedies; Venue: Except as otherwise provided in this Exchange Agreement, the Parties are entitled to any and all remedies provided by law. This Exchange Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law. Venue for any dispute shall be in a federal court of appropriate jurisdiction in the State of Florida.

5.13. Entire Agreement: This Exchange Agreement, including appendices and attachments, constitutes the entire agreement between the Parties, and there are no promises, terms, conditions or obligations other than those contained or referred to in this Exchange Agreement.


5.14. In the deeds and easement attached hereto as **Appendices 1-A, 1-B, 1-C, 2-A, and 2-B**, the term "Grantee" shall include any and all successors and assigns of the Grantee and subsequent owners of the subject Property, and the term Grantor shall include any and all successors and assigns of the "Grantor."

5.15. All commitments and timelines in this Exchange Agreement will be pursued by both parties with all diligence, good faith and necessary resources. In the event of unavoidable developments, the dates and timelines described in this Exchange Agreement may be reconsidered and re-established upon mutual consent of the parties. Any such issue must be identified as soon as practicable, but no less than thirty (30) days in advance of any requirement per the notice provisions of Sec. 5.10 to allow for appropriate time for discussion and reconsideration.

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DATE: 3/18/16

FPL:
FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

BY: 
Eric Silagy,
President and CEO

*Signature page to AGREEMENT FOR EXCHANGE OF LANDS AND INTERESTS IN LANDS LOCATED IN EVERGLADES
NATIONAL PARK BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT COMPANY*

DATE: 3/21/16

NATIONAL PARK SERVICE
United States Department of the Interior

BY: Stan Austin
Stan Austin, Regional Director,
Southeast Region
National Park Service

Additional Signature page to AGREEMENT FOR EXCHANGE OF LANDS AND INTERESTS IN LANDS LOCATED IN
EVERGLADES NATIONAL PARK BETWEEN THE UNITED STATES OF AMERICA AND FLORIDA POWER & LIGHT
COMPANY

Appendices:

Appendix 1: Legal Description of "Inholding Property" (Property Interests To Be Conveyed to the United States by FPL)

Appendix 1-A: Deed from FPL to the United States for "Inholding Property" (FPL Fee-Owned Lands within the ENP Expansion Area)

Appendix 1-B: FPL Release of Easement over Lands within the ENP Expansion Area (1 of 2): Parcel 93, Government Lot 3

Appendix 1-C: FPL Release of Easement over Lands within the ENP Expansion Area (2 of 2): Parcel 92, Government Lot 3

Appendix 1-D: Sketch and Description of Lands in Appendix 1-A and 1-B and 1-C

Appendix 2: Legal Description of "Exchange Property" and "Vegetation and Fire Easement Property" (Property Interests To Be Conveyed to FPL by the United States of America)

Appendix 2-A: Quit Claim Deed from the United States to FPL for Fee-Owned Lands at the Eastern Edge of the ENP Expansion Area ("Exchange Property")

Exhibit A: Legal Description of Property Conveyed to FPL

Exhibit B: Permitted Exceptions or Encumbrances

Exhibit C: Restrictive Covenants on the Exchange Property

Appendix 2-B: Non-Native Vegetation and Fire Management Easement from the United States Acting through the NPS to FPL ("Vegetation and Fire Easement Property")

Exhibit A: Legal Description of Non-Native Vegetation and Fire Management Easement

Appendix 2-C: Property Overview for Exchange Property and Vegetation and Fire Easement Property, and Westward Adjustment of ENP Boundary

Appendix 3: Flowage Easement from FPL to US ACOE.

Appendix 1

Property Interests To Be Conveyed to the United States of America by FPL (The "Inholding Property")

Appendix 1-A: Fee Conveyance from FPL to the United States to FPL: FPL shall convey to the United States its current fee-owned property interests within the eastern edge of the ENP Expansion Area as more particularly shown on the deed attached hereto as **Appendix 1-A** and on the survey attached hereto as **Appendix 1-D**; approximately 298.55 acres.

Appendix 1-B: Release of Easement from FPL to the United States (Parcel 93): FPL shall release all of its right, title and interest in the easement lands identified in the attached **Appendix 1-D** as more particularly shown on the Release of Easement in the attached **Appendix 1-B**; approximately 0.57 acres.

Appendix 1-C: Release of Easement from FPL to the United States (Parcel 92): FPL shall release all of its right, title and interest in the easement lands identified in the attached **Appendix 1-D** as more particularly shown on the Release of Easement in the attached **Appendix 1-C**; approximately 19.59 acres.

Appendix 1-D: Sketch and Legal Description of Lands in Appendix 1-A and 1-B and 1-C

Appendix 1-A

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

**This Instrument Prepared by
and return to following recording:**
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 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 AND ITS ASSIGNS ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the exchange of land interests, the receipt and sufficiency of which is hereby acknowledged and accepted, does 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:

A strip of land being a portion of Sections 10, 15, 22, 27 and 34, Township 54 South, Range 38 East, Sections 3 and 10, Township 55 South, Range 38, described as follows:

An existing 370.00 foot wide Florida Power and Light Company right-of-way as recorded in Official Records Book 6310, Page 359, of the Public Records of Miami-Dade County, Florida, described as follows:

The West 370.00 feet of Sections 10, 15, 22 and 27, Township 54 South, Range 38 East.

TOGETHER WITH:

An existing 370.00 foot wide Florida Power and Light Company right-of-way as recorded in Official Records Book 6532, Page 134, of the Public Records of Miami-Dade County, Florida, described as follows:

The West 370.00 feet of Section 34, Township 54 South, Range 38 East.

TOGETHER WITH:

An existing Florida Power and Light Company right-of-way as recorded in Official Records Book 6785, Page 600, of the Public Records of Miami-Dade County, Florida, described as follows:

The West half (W1/2) of the West half (W1/2) of the East half (E1/2) of the West half (W1/2) of Section 3, Township 55 South, Range 38 East.

TOGETHER WITH:

An existing Florida Power and Light Company right-of-way as recorded in Official Records Book 6347, Page 272, of the Public Records of Miami-Dade County, Florida, described as follows:

The West half (W1/2) of the West half (W1/2) of the East half (E1/2) of the West half (W1/2) of Section 10, Township 55 South, Range 38 East,

LESS AND EXCEPT: The South 752.45 feet of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 10.

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 Grantors 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

By: _____

Print Name: _____

Alex Rubio

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 Alex Rubio, 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 to do so.

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
Folio No. _____

RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, Florida 33408-0420 (the "**Grantor**"), the owner and holder of an easement dated May 18, 1971, and recorded in Official Records 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 AND ITS ASSIGNS any and all right, title or interest as lies within the property described as follows, approximately 0.57 acres, more or less (the "**Property**"):

Commence at the Northwest corner of said Government Lot 3 which lies between Township 54 South and Township 55 South of Range 38 East of Miami-Dade County, Florida; thence run North 89°39'28" East, along the North line of said Government Lot 3 for a distance of 40.02 feet to the **Point of Beginning** of parcel of land hereinafter described: From said **Point of Beginning** run South 4°22'17" East for a distance of 75.19 feet; thence run North 89°39'28" East, along a line 75 feet South of and parallel with the North line of said Government Lot 3, for a distance of 330.19 feet; thence run North 4°22'03" West for a distance of 75.19 feet; thence run South 89°39'28" West, along the North line of said Government Lot 3, for a distance of 330.19 feet returning to the **Point of Beginning**.

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__.

Executed in the presence of:

GRANTOR:

FLORIDA POWER & LIGHT COMPANY

By: _____

Print Name: _____

Alex Rubio

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 Alex Rubio, 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 to do so.

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

[notary seal]

NOTARY PUBLIC, STATE OF FLORIDA

Accepted By:

On Behalf of the United States of America

Appendix 1-C

FPL Partial Release of Easement over Lands within the ENP Expansion Area (2 of 2)

**This Instrument Prepared by
and return to following recording:**
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Folio No. _____

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, Florida, 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 **19.59 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 AND ITS ASSIGNS so much of said Easement and any other right, title, or interest as lies within the property (the "**Property**") described as follows:

Parcel 92, being an existing Florida Power and Light easement, also being a portion of Government Lot 3 of the Hiatus between Township 54 South and Township 55 South, Range 38 East, as recorded in Official Records Book 7936, Page 775, described as follows:

Commence at the Southwest corner of said Government Lot 3 between Township 54 South and Township 55 South of Range 38 East of Miami-Dade County, Florida; thence run North 89°31'10" East, along the South line of said Government Lot 3, for a distance of 1,319.79 feet to the Northeast corner of the West 1/2 of the Northwest 1/4 of Section 3, Township 55 South, Range 38 East, being the **Point of Beginning** of parcel hereinafter described:

From said **Point of Beginning**, thence run North 4°22'17" West for a distance of 2666.81 feet to a point of intersection with the North line of said Government Lot 3, said point of intersection being 40.02 feet East of the Northwest corner of said Government Lot 3 as measured along the North line of said Government Lot 3; thence run North 89°39'28"E, along the North line of said Lot 3, for a distance of 330.19 feet; thence run South 4°22'03" East for a distance of 2,665.99 feet to a

point of intersection with the South line of said Government Lot 3; thence run South 89°31'10" 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 (AKA Parcel 93).

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__.

Executed in the presence of:

GRANTOR:

FLORIDA POWER & LIGHT COMPANY

By: _____

Print Name: _____

Alex Rubio

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 Alex Rubio, 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 to do so.

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

[notary seal]

NOTARY PUBLIC, STATE OF FLORIDA

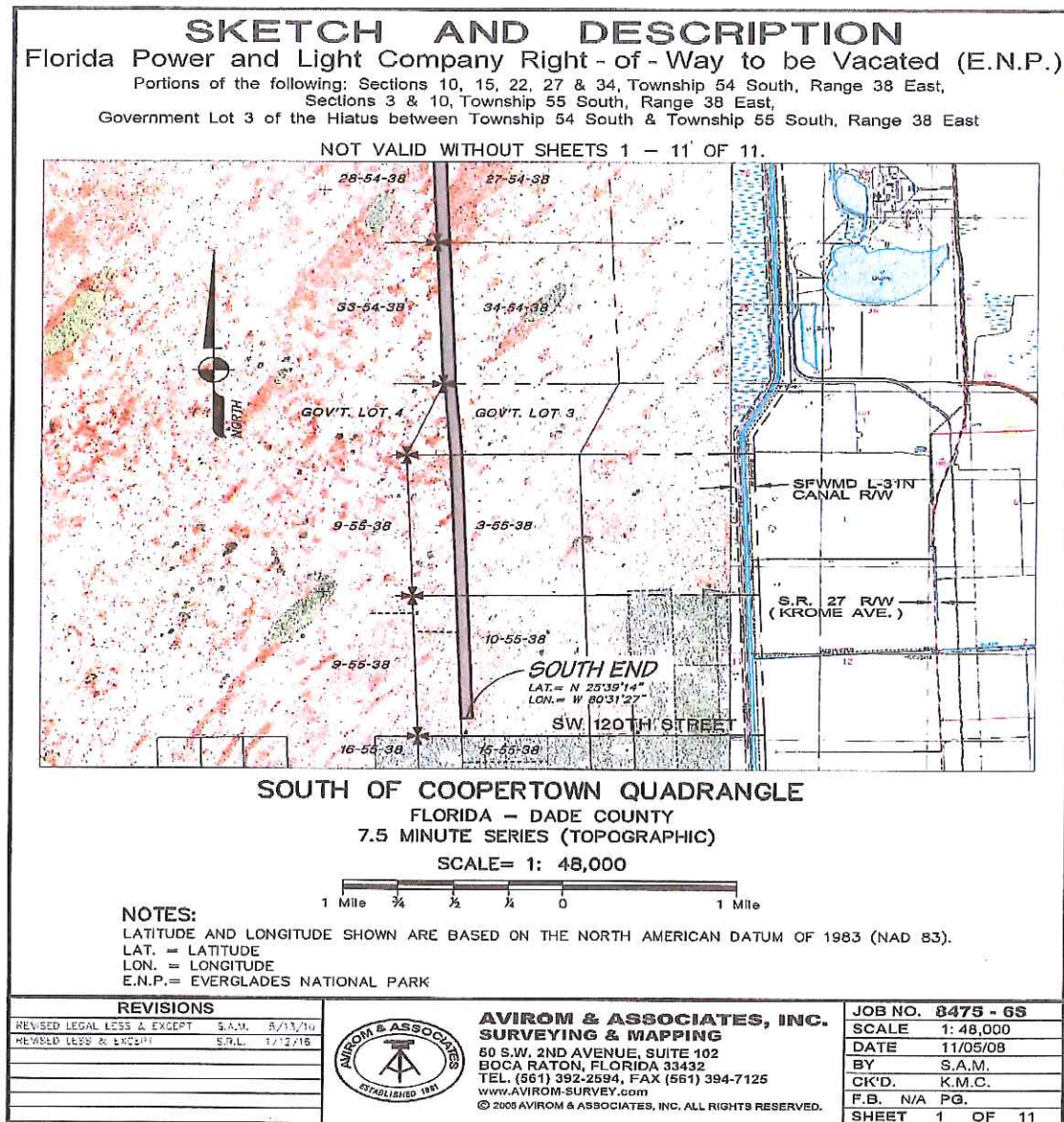
Accepted By:

On Behalf of the United States of America

Appendix 1-D

Sketch and Description of Lands in Appendix 1-A and 1-B and 1-C

Florida Power & Light Company Inholding Property to be Conveyed and Released (E.N.P.)

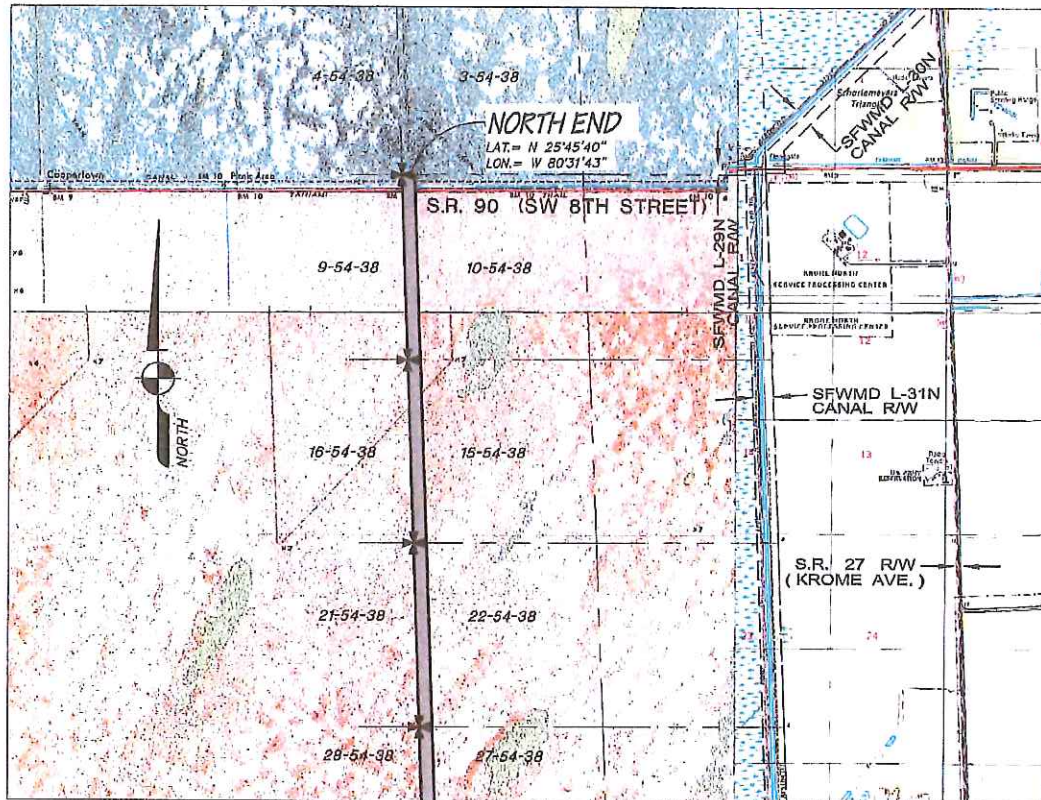


SKETCH AND DESCRIPTION

Florida Power and Light Company Right - of - Way to be Vacated (E.N.P.)

Portions of the following: Sections 10, 15, 22, 27 & 34, Township 54 South, Range 38 East,
Sections 3 & 10, Township 55 South, Range 38 East,
Government Lot 3 of the Hiatus between Township 54 South & Township 55 South, Range 38 East

NOT VALID WITHOUT SHEETS 1 - 11 OF 11.



HIALEAH SW QUADRANGLE

FLORIDA - DADE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)

SCALE= 1: 48,000



NOTES:

LATITUDE AND LONGITUDE SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83).

LAT. = LATITUDE

LONG. = LONGITUDE

E.N.P.= EVERGLADES NATIONAL PARK

REVISIONS

REVISED LEGAL LESS & EXCEPT	S.A.M.	5/13/10
REVISED LESS & EXCEPT	S.M.L.	1/12/12



AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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BOCA RATON, FLORIDA 33432
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www.AVIROM-SURVEY.com

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JOB NO. 8475 - 6S

SCALE 1: 48,000

DATE 11/05/08

BY S.A.M.

CK'D. K.M.C.

F.B. N/A PG.

SHEET 2 OF 11

SKETCH AND DESCRIPTION

Florida Power and Light Company Right-of-Way to be Vacated (E.N.P.)

Portions of the following: Sections 10, 15, 22, 27 & 34, Township 54 South, Range 38 East,
Sections 3 & 10, Township 55 South, Range 38 East,
Government Lot 3 of the Hiatus between Township 54 South & Township 55 South, Range 38 East

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No search of the Public Records has been made by the Surveyor. Instrument(s) of Record are per Ownership and Encumbrance report provided by Florida Power and Light Company.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to Grid North of the North American Datum of 1983, Florida East Zone and are based on the south line of the southwest quarter (SW $\frac{1}{4}$) of Section 10, Township 55 South, Range 38 East, having a bearing of N 89°30'23" E.
5. State Plane Coordinates were established by a wide area network, Real Time Kinematic GPS Survey with a positional accuracy meeting or exceeding 2 cm. from the nearest National Geodetic Survey Geodetic Network Control Station.

Equipment: Trimble R8 GNSS (dual frequency receiver)

Serial Numbers: 4625117640; 4626117777; 4627118155; 4626117882; 4736138511


Software: Trimble Geomatics Office, version 1.63

6. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
7. Abbreviation Legend: ACOE= United States Army Corps of Engineers; ENP= Everglades National Park; ESMT= Easement; F.P.L.= Florida Power and Light Company; F.D.O.T.= Florida Department of Transportation; GOV'T.= Government; LAT.= Latitude; LON.= Longitude; L.B.= Licensed Business; M.D.C.R.= Miami-Dade County Records; O.R.B.= Official Records Book; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; P.O.T.= Point of Termination; P.L.S.= Professional Land Surveyor; P/O= Portion of; REF. PT.= Reference Point; R/W = Right-of-Way; SEC.= Section; SFWMD= South Florida Water Management District; TITF= Trustees of the Internal Improvement Trust Fund; C.&S.F.F.C.D.= Central and Southern Florida Flood Control District.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 1-12-16


Keith M. Chee - A-Tow, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 - 11 OF 11.

REVISIONS			AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2008 AVIROM & ASSOCIATES, INC. ALL RIGHTS RESERVED.	JOB NO. 8475 - 6S	
REVISED LEGAL LESS & EXCEPT	S.A.M. 5/13/10			SCALE	N/A
REVISED LESS & EXCEPT	S.R.L. 1/12/16			DATE	11/05/08
				BY	S.A.M.
				CK'D.	K.M.C.
				F.B.	N/A PG.
				SHEET	3 OF 11

SKETCH AND DESCRIPTION

Florida Power and Light Company Right-of-Way to be Vacated (E.N.P.)

Portions of the following: Sections 10, 15, 22, 27 & 34, Township 54 South, Range 38 East,
Sections 3 & 10, Township 55 South, Range 38 East,
Government Lot 3 of the Hiatus between Township 54 South & Township 55 South, Range 38 East

LAND DESCRIPTION (CONTINUED):

COMMENCE at the southwest corner of said Government Lot 3 having a grid coordinate of X= 811057.81, Y= 490097.91 based on the North American Datum of 1983 (NAD 83), Florida East Zone; thence N 89°29'06" E along the south line of said Government Lot 3, a distance of 1320.10 feet to the northwest corner of the west half half (W ½) of the northwest quarter (NW ¼) of Section 3, Township 55 South, Range 38 East, being the POINT OF BEGINNING having a grid coordinate of X= 812377.85, Y= 490109.77 based on the NAD 83, Florida East Zone; thence N 04°24'21" W, 2591.62 feet to the south line of the north 75.00 feet of said Government Lot 3; thence N 89°37'24" E along said south line of the north 75.00 feet, a distance of 330.18 feet; thence S 04°24'07" E, 2590.80 feet to said south line of Government Lot 3; thence S 89°29'06" W along said south line of Government Lot 3, a distance of 329.95 feet to the POINT OF BEGINNING.

Said lands lying and situate in Miami-Dade County, Florida, containing 853,238 square feet (19.59 acres) more or less.

TOGETHER WITH:

An existing Florida Power and Light Company right-of-way as described in Official Records Book 6785, Page 600, of the Public Records of Miami-Dade County, Florida, described as follows:

The west half (W ½) of the west half (W ½) of the east half (E ½) of the west half (W ½) of Section 3, Township 55 South, Range 38 East.

Said lands lying and situate in Miami-Dade County, Florida, containing 1,742,011 square feet (39.99 acres) more or less.

TOGETHER WITH:

An existing Florida Power and Light Company right-of-way as described in Official Records Book 6347, Page 272, of the Public Records of Miami-Dade County, Florida, described as follows:

The west half (W ½) of the west half (W ½) of the east half (E ½) of the west half (W ½) of Section 10, Township 55 South, Range 38 East.

LESS AND EXCEPT:

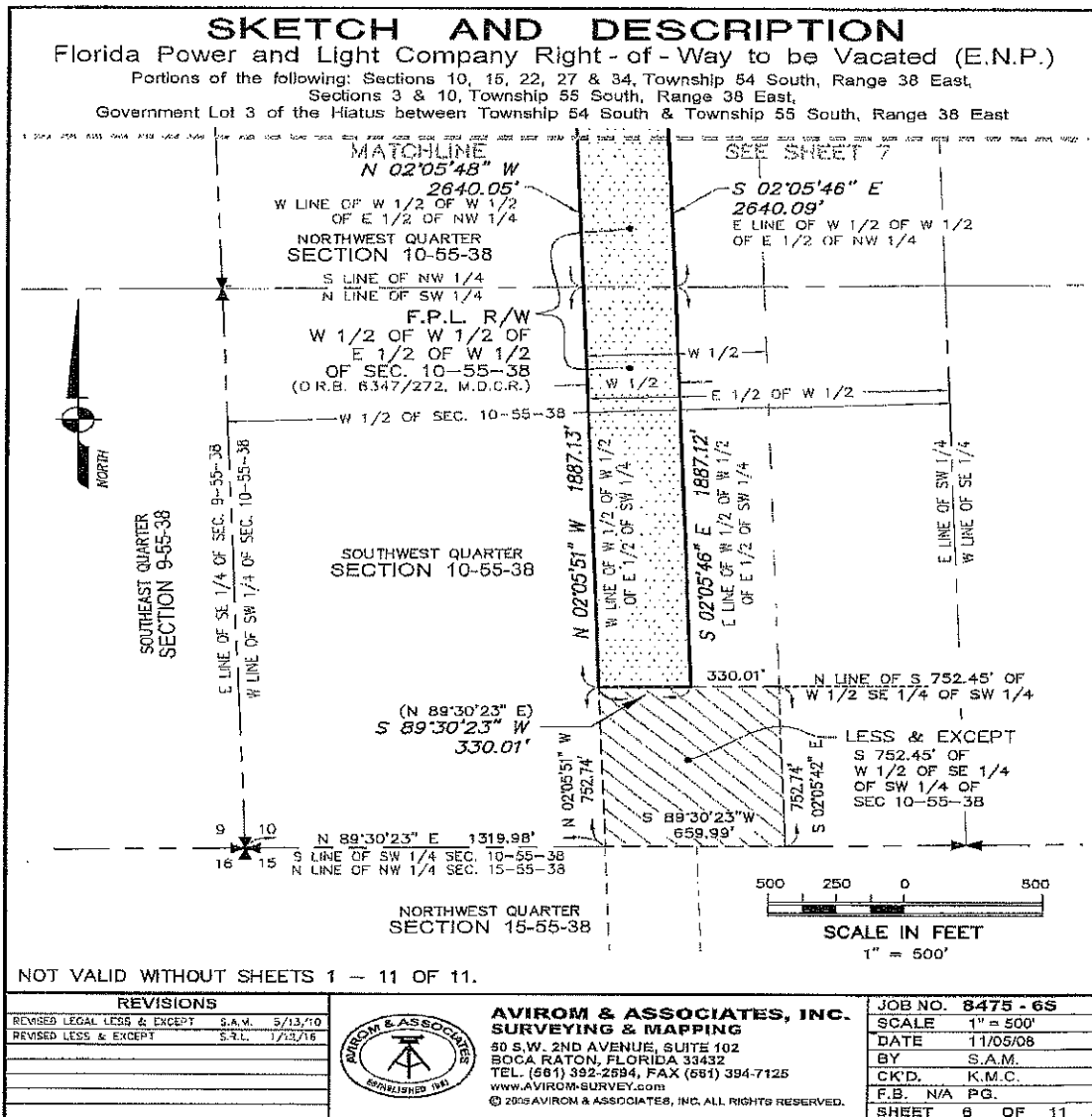
A portion of said Section 10 as described in Official Records Book 27089, Page 542, described as follows:

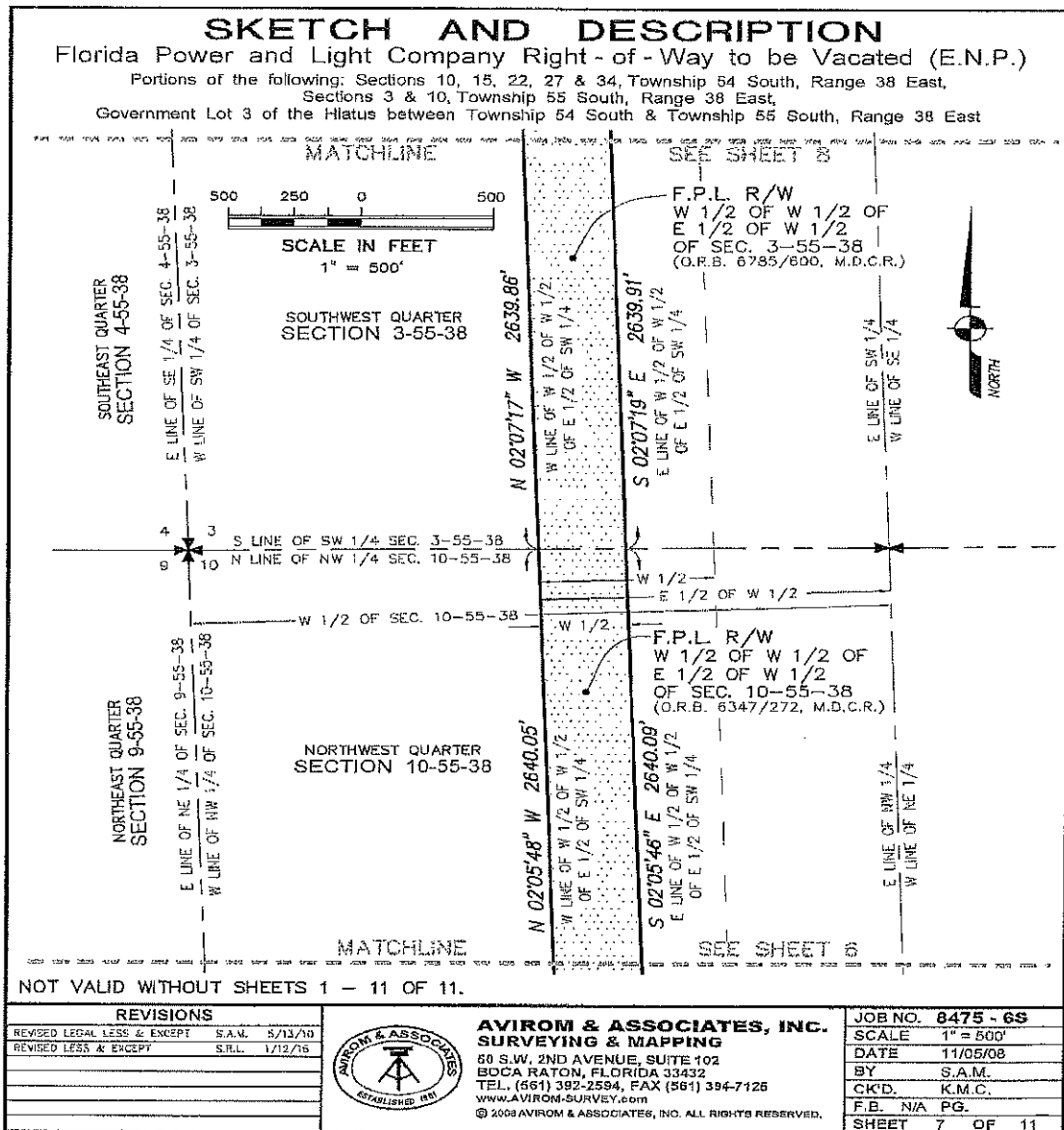
The South 752.45 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 10.

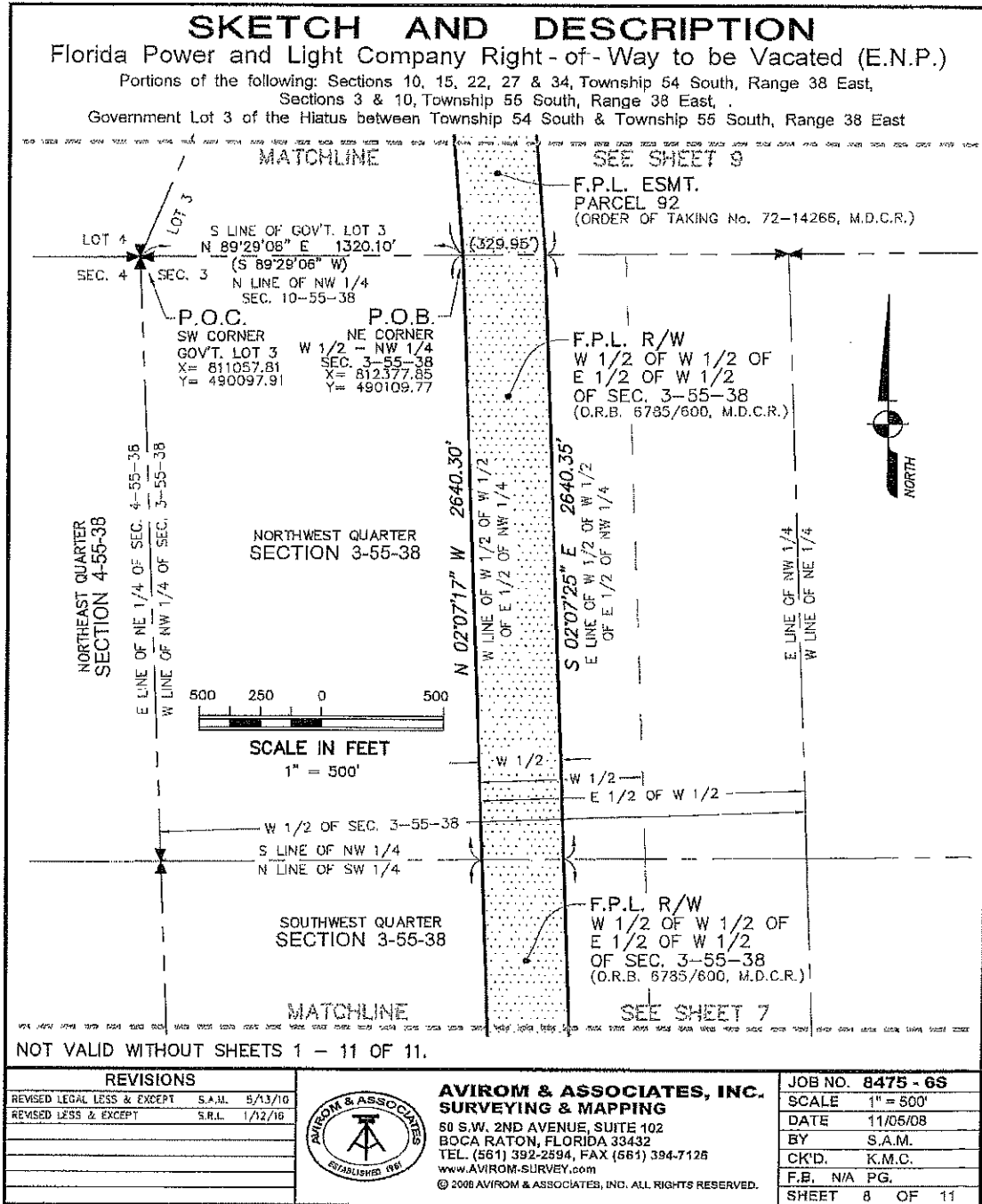
Said lands lying and situate in Miami-Dade County, Florida, containing 1,493,683 square feet (34.29 acres) more or less.

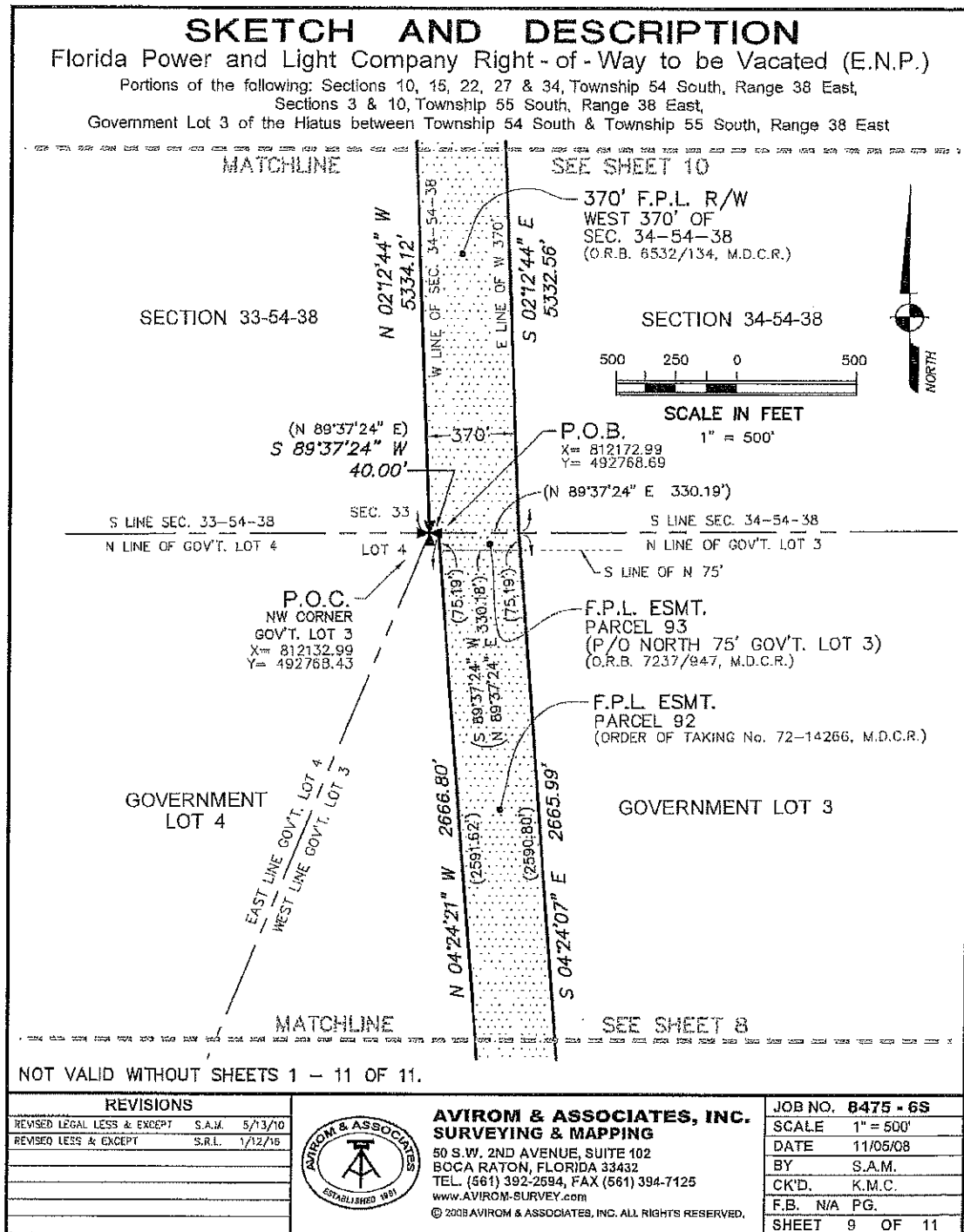
NOT VALID WITHOUT SHEETS 1 - 11 OF 11.

REVISIONS			AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 80 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2008 AVIROM & ASSOCIATES, INC. ALL RIGHTS RESERVED.	JOB NO. 8475 - 6S	
REVISED LEGAL LESS & EXCEPT	S.A.M.			SCALE	N/A
REVISED LESS & EXCEPT	S.R.L.			DATE	11/05/08
				BY	S.A.M.
				CK'D.	K.M.C.
				F.B.	N/A PG.
				SHEET	5 OF 11









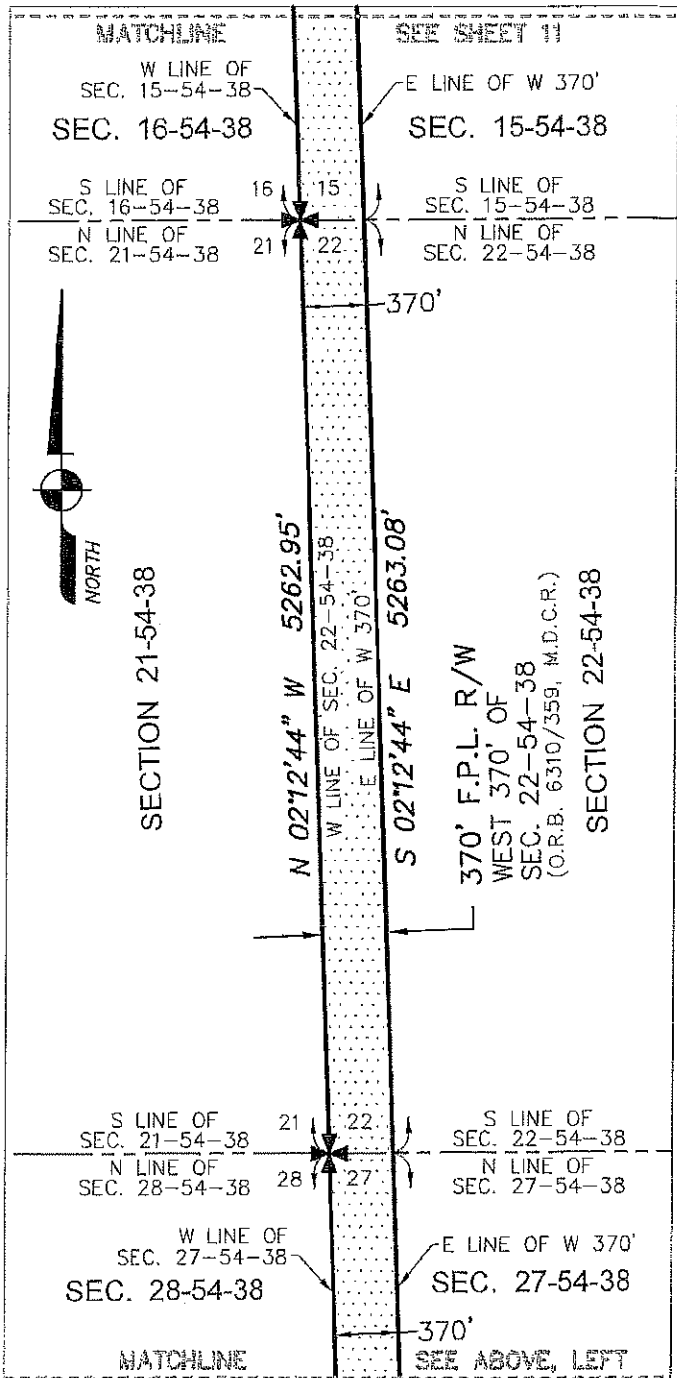
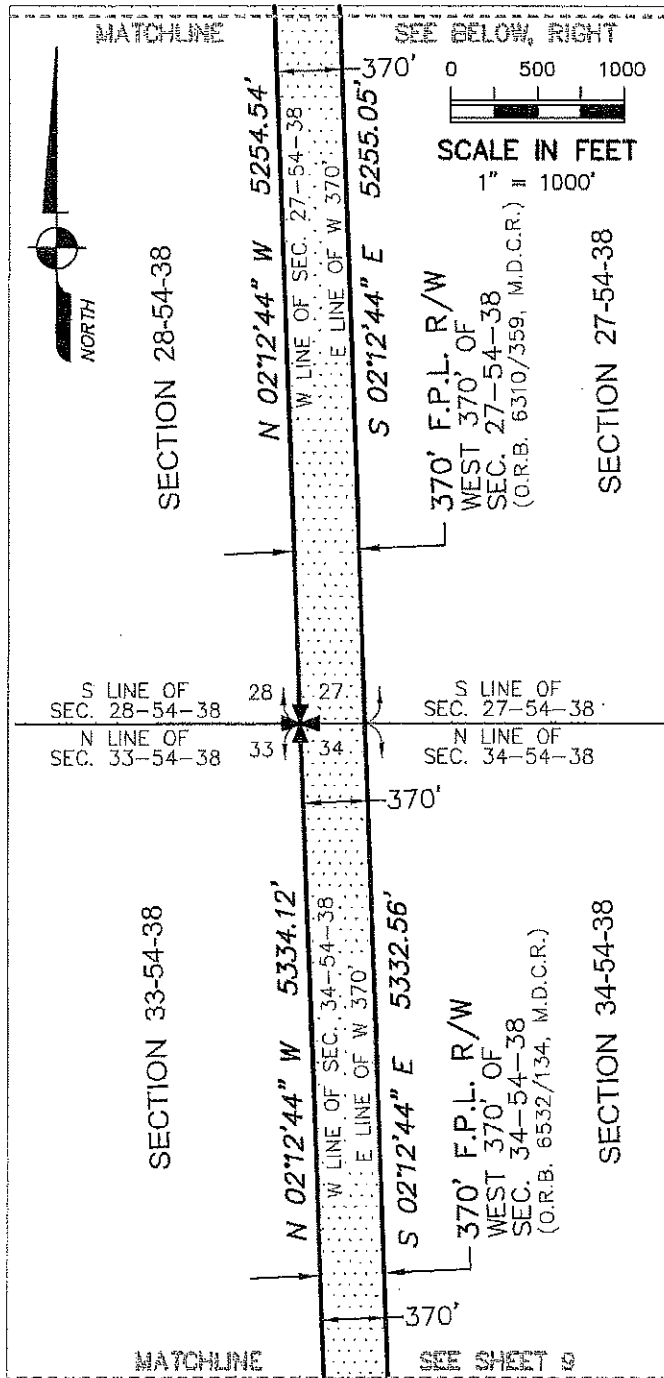
SKETCH AND DESCRIPTION

Florida Power and Light Company Right - of - Way to be Vacated (E.N.P.)

Portions of the following: Sections 10, 15, 22, 27 & 34, Township 54 South, Range 38 East,

Sections 3 & 10, Township 55 South, Range 38 East,

Government Lot 3 of the Hiatus between Township 54 South & Township 55 South, Range 38 East



NOT VALID WITHOUT SHEETS 1 - 11 OF 11.

REVISIONS	
REVISED LEGAL LESS & EXCEPT	S.A.M. 5/13/10
REVISED LESS & EXCEPT	S.R.L. 1/12/16



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JOB NO. 8475 - 6S

SCALE 1" = 1000'

DATE 11/05/08

BY S.A.M.

CK'D. K.M.C.

F.B. N/A PG.

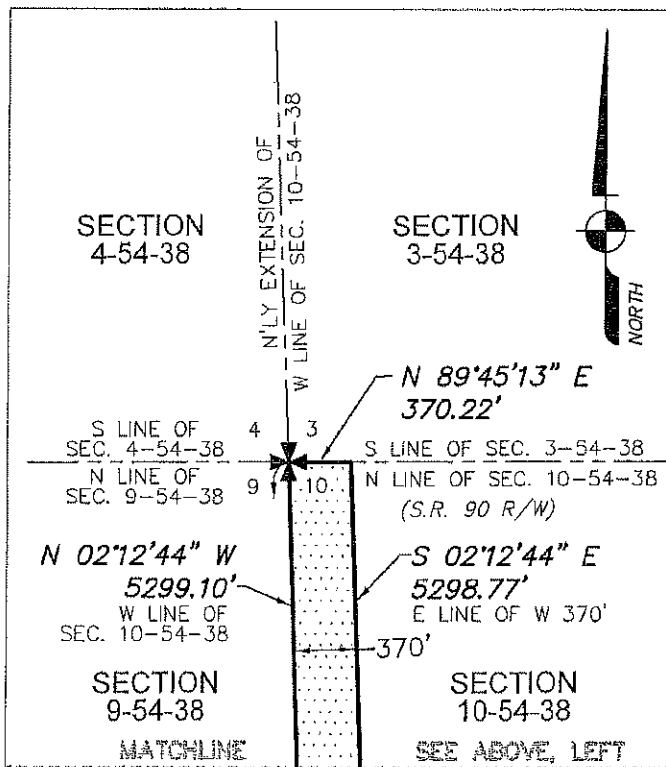
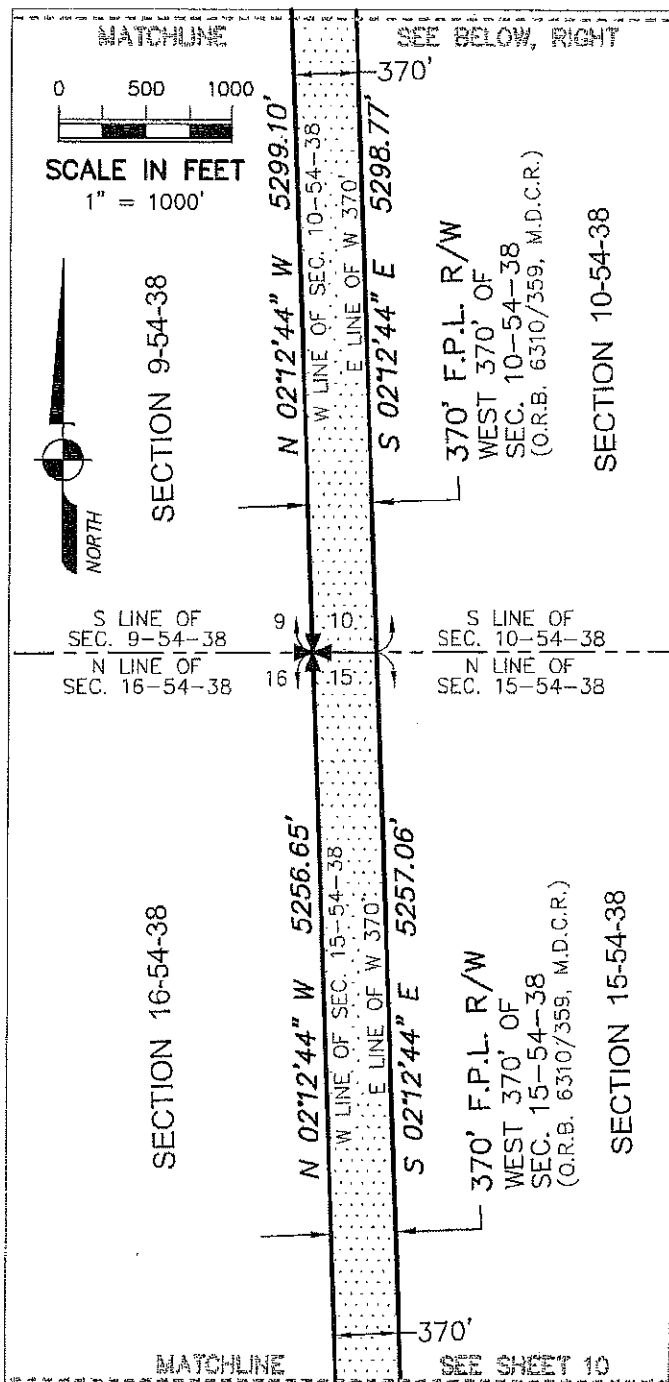
SHEET 10 OF 11

SKETCH AND DESCRIPTION

Florida Power and Light Company Right - of - Way to be Vacated (E.N.P.)

Portions of the following: Sections 10, 15, 22, 27 & 34, Township 54 South, Range 38 East,
Sections 3 & 10, Township 55 South, Range 38 East,

Government Lot 3 of the Hiatus between Township 54 South & Township 55 South, Range 38 East



NOT VALID WITHOUT SHEETS 1 - 11 OF 11.

REVISIONS		
REVISED LEGAL LESS & EXCEPT	S.A.M.	5/13/10
REVISED LESS & EXCEPT	S.R.L.	1/12/16



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JOB NO.	8475 - 6S
SCALE	1" = 1000'
DATE	11/05/08
BY	S.A.M.
CK'D.	K.M.C.
F.B.	N/A PG.
SHEET	11 OF 11

Appendix 2

Property Interests To Be Conveyed to FPL by the United States of America

Appendix 2-A: Fee Conveyance from the United States to FPL for the “Exchange Property”: The United States shall convey to FPL a corridor approximately 330’ in width (greater than 330 feet in the area of corridor corners and turns) at the eastern edge of ENP as more particularly shown on the deed attached hereto as **Appendix 2-A** and on the survey attached hereto as **Exhibit A to Appendix 2-A**.

Appendix 2-B: Non-Native Vegetation and Fire Management Easement from the United States acting through the National Park Service to FPL for the “Vegetation and Fire Easement Property”: The United States shall grant to FPL a perpetual easement, 90’ in width, for the management of non-native vegetation and fire, as more particularly shown on the deed attached hereto as **Appendix 2-B** and on the survey attached hereto as **Exhibit A to Appendix 2-B** with such easement being identified as an “Non-Native Vegetation Management Area” or “N.N.V.M.A.”.

Appendix 2-C: Property Overview for Exchange Property and Vegetation and Easement Property, and Westward Adjustment of ENP Boundary

Appendix 2-A

**Deed from the United States to FPL for Fee-Owned Lands at the Eastern Edge of the ENP Expansion
Area (the "Exchange Property")**

**This Instrument Prepared by
and return to following recording:**
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Folio No. _____

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

QUIT CLAIM DEED AND RESTRICTIVE COVENANTS AND DEED RESTRICTIONS

WHEREAS, THE UNITED STATES OF AMERICA ("Grantor"), acting by and through the National Park Service, pursuant to 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 (Act of May 30, 1934, ch. 371, 48 Stat. 816, 16 USC § 410, Public Law 267), and Everglades National Park Protection and Expansion Act of 1989 (Public Law 101-229), 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 entered into an agreement for the exchange of lands and interests in lands located in Everglades National Park between the United States and Florida Power & Light Company, a Florida corporation, whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408-0420 ("Grantee"), dated [____], hereinafter the "**Exchange Agreement**", pursuant to Public Law 101-229 (1989) and the Omnibus Public Land Management Act of 2009, Public Law 111-11.

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 Public Law 101-229 and Public Law 111-11 and authority delegated thereunder, for and in consideration of the exchange of land interests, receipt and sufficiency of which is hereby acknowledged and accepted, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the property situated in the County of Miami-Dade, State of Florida, as set forth in the attached **Exhibit A** (the "**Property**"), SUBJECT ONLY TO the Permitted Exceptions or Encumbrances acceptable to Grantee and set forth on the attached **Exhibit B**, and the restrictive covenants set forth on **Exhibit C**.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only use, benefit and behoof of the said Grantee, its successors and assigns forever.

NOTICE IS HEREBY GIVEN that:

(a) Acting pursuant to the requirements of 40 C.F.R. Part 373, on [date of approved survey], Grantor performed a hazardous waste survey on the Property. The Property is being conveyed 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 9720(h).

Grantor has conducted a search of files at the National Park Service, Everglades National Park Office, Miami-Dade County, Florida, 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", subject to Section (a) above and Section (c) below.

(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.

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.

[Remainder of page intentionally blank; Signature page follows]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its official seal affixed hereto by its official who is duly authorized to do so, this ____ day of ____, 20__.

[DOI seal]

GRANTOR:

Executed in the presence of:

UNITED STATES OF AMERICA
Department of the Interior

By: _____

Signature:

Name: _____

Print Name:

Title: _____

Address: _____

Signature:

Print Name:

ACKNOWLEDGEMENT

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

On this ____ day of ____, 20__, the foregoing instrument was acknowledged before me 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.

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

[notary seal]

NOTARY PUBLIC, STATE OF FLORIDA

IN WITNESS WHEREOF, Grantee has signed and sealed this instrument on this ____ day of ____, 20__.

Executed in the presence of:

GRANTEE:

FLORIDA POWER & LIGHT COMPANY

Print Name:

By: _____

Alex Rubio

Vice President of Corporate Real Estate

ACKNOWLEDGEMENT

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

On this ____ day of ____, 20__, the foregoing instrument was acknowledged before me by Alex Rubio, the Vice President of Corporate Real Estate, Florida Power & Light Company, on behalf of said entity, 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 seal]

NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A to Appendix 2-A

Legal Description of Property Conveyed to FPL

Portions of Sections 11, 14, 23, 26 and 35, Township 54 South, Range 38 East,
Section 2, Township 55 South, Range 38 East and
Government Lot 2 between Township 54 South and Township 55 South, Range 38 East

LAND DESCRIPTION:

A strip of land being portions of Sections 11, 14, 23, 26 and 35, Township 54 South, Range 38 East, Section 2, Township 55 South, Range 38 East and Government Lot 2 of the Hlatus between Township 54 South and Township 55 South, Range 38 East, described as follows:

COMMENCE at the Southeast corner of said Section 2, having a grid coordinate of X=821,814.44 feet, Y=484,911.63 feet, based on the North American Datum of 1983 (NAD 83), Florida East Zone; thence S89°31'15"W, along the South line of said Section 2, a distance of 600.24 feet, to the West line of the East 600.00 feet of said Section 2, said line also being the West right-of-way line of the existing South Florida Water Management District L-31 N Canal right-of-way, as laid-out and currently in use, and as shown on Central and Southern Florida Flood Control District Drawing L-31 N-3 (Levee 31 N Borrow Canal Enlargement Certification Map), dated December 18, 1975; thence N02°06'08" W, along said West line, a distance of 757.42 feet to the North line of the South 757.12 of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of said Section 2 and the POINT OF BEGINNING; having a grid coordinate of X=821,186.44 feet, Y=485,663.52 feet, and based on NAD 83; thence S89°31'15"W, along said North line, a distance of 330.13 feet, to the West line of the East 930.00 feet of said Section 2; thence N02°06'08"W, along said West line, a distance of 4334.69 feet; thence N03°18'21"W, a distance of 952.08 feet; thence S86°41'39"W, a distance of 50.00 feet; thence N03°18'21"W, a distance of 150.00 feet; thence N27°58'25"E, a distance of 150.00 feet; thence S62°01'35"E, a distance of 50.00 feet; thence N27°58'25"E, a distance of 2,125.74 feet; thence N00°08'22"E, a distance of 1,541.54 feet; thence N02°09'57"W, along the West line of the East 930.00 feet of said Section 35, a distance of 3,469.27 feet; thence N02°11'43"W, along the West line of the East 930.00 feet of said Section 26, and its Southerly extension, a distance of 5,275.39 feet; thence N02°16'25"W, along the West line of the East 930.00 feet of said Section 23, and its Southerly extension, a distance of 5,276.26 feet; thence N02°16'03"W, along the West line of the East 930.00 feet of said Section 14, and its Southerly extension, a distance of 5,276.12 feet; thence N02°16'29"W, along the West line of the East 930.00 feet of said Section 11, and its Southerly extension, a distance of 4,656.72 feet; thence N03°25'14"W, a distance of 573.09 feet to the South right-of-way line of the existing State Road 90 (U.S. Hwy. 41, also known as S.W. 8th Street), as laid-out and currently in use; thence N89°44'46"E, along said South right-of-way line of State Road 90, a distance of 341.67 feet to the West line of the East 600.00 feet of said Section 11, also being said West right-of-way line of the existing L-31 N Canal; thence S02°16'29"E, along said West line, a distance of 5,217.68 feet; thence S02°16'03" E, along the West line of the East 600.00 feet of said Section 14, and its Northerly and Southerly extensions, a distance of 5,276.13 feet; thence S02°16'25"E, along the West line of the East 600.00 feet of said Section 23, and its Southerly extension, a distance of 5,276.47 feet; thence S02°11'43"E, along the West line of the East 600.00 feet of said Section 26, and its Southerly extension, a distance of 5,275.71 feet; thence S02°09'57"E, along the West line of the East 600.00 feet of said Section 35, a distance of 5,119.36 feet; thence S29°06'21"W, a distance of 2,263.31 feet; thence S02°06'08"E, along said West line of the East 600.00 feet of said Section 2, and its Northerly extension, a distance of 5,344.04 feet (the previous seven courses and distances also being along said West right-of-way line of the existing L-31 N Canal) to said North line of line of the South 757.12 of the SouthEast quarter (SE1/4) of the SouthEast quarter (SE1/4) of said Section 2 and the POINT OF BEGINNING.

Exhibit B to Appendix 2-A

Permitted Exceptions or Encumbrances (3 Pages)

I. Applicable to All Parcels

1. Taxes or special assessments which are not shown as existing liens by the public records.
2. Taxes and assessments for year of closing and subsequent years, which are not yet due and payable.

II. Permitted Encumbrances to Fee-Owned Property

Matters of record identified in that certain Title Insurance Commitment File No. 3975 with an Effective Date of February 2, 2016 at 6:00 a.m. prepared by Chicago Title Insurance Agency, Inc. at the request of Florida Power & Light Company, **EXCEPT FOR THE FOLLOWING WHICH ARE NOT PERMITTED:**

ENCUMBRANCE TO BE RELEASED:	
1	<p>The following reservations set forth below as contained in Deed No. 16198, from the Trustees of the Internal Improvement Fund of the State of Florida to Richard J. Bolles, dated December 24, 1908, recorded January 1, 1909, in Deed Book 46, Page 240, of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Sections 11 and 23.</p> <p>"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and made or cause to be made and constructed thereon such canals, cuts, sluiceways, dices and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved September 28th, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluiceways, dikes and other works upon said lands for the purposes aforesaid."</p>
2	<p>The following reservations set forth below as contained in Deed No. 16284, from the Trustees of the Internal Improvement Fund of the State of Florida, to Richard J. Bolles, dated May 28, 1910, and recorded in Deed Book 50, Page 407, of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Section 2.</p> <p>"SAVINGS AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved September 28, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid."</p>

3	<p>The following reservations set forth below as contained in Deed No. 1395 from the Trustees of the Internal Improvement Fund of the State of Florida to V. D. Cochran, dated September 17, 1941, recorded October 16, 1941, Deed Book 2192, Page 11, (File # P- 53895), of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Section 2.</p> <p>"RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line."</p>
4	<p>The following reservations set forth below as contained in Deed No. 2966 EDD J from the Trustees of the Internal Improvement Fund of the State of Florida to Bessie S. French and Madson Inc., a Florida corporation, each an undivided one-half interest, dated January 29, 1945, recorded March 2, 1945, in Deed Book 2478, Page 124, (File # U-12666), as affected by Release Of Road Reservation No. 2966-EDD-J, dated February 12, 1999, recorded February 19, 1999, in Official Records Book 18485, Page 2197, both of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Section Govt Lot 2 between Townships 54 and 55 South, Range 38 East.</p> <p>"RESERVING unto the State of Florida the title to an undivided one-half of all petroleum and petroleum products, and title to an undivided three-fourths of all other minerals which may be found on or under the said land, together with the right to explore for and to mine and develop the same; and further"</p> <p>"RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line."</p>
5	<p>Oil and mineral rights and other subsurface rights as set forth in Declaration And Notice made by United States Trust Company Of New York, a corporation organized and existing under the laws of the State of Florida, Leland E. Stowell and Helen W. Benedict, as Trustees under the Last Will and Testament of John E. Andrus, deceased, dated September 10, 1952, recorded September 23, 1952, in Deed Book 3651, Page 325, (File # BB-109220), as affected by Quit Claim Deed by Edward F. McGee and United States Trust Company Of New York, as Trustees under the Last Will and Testament of John E. Andrus, Deceased, to Nat Ratner, dated January 4, 1984, recorded February 6, 1984, in Official Records Book 12049, Page 20, and as further affected by Personal Representative's Distributive Deed from Albert Ratner, as Personal Representative of the Estate of Nathan J. Ratner, a/k/a Nat Ratner. Deceased, to Albert B. Ratner, as Trustee of the Nathan Ratner Testamentary Trust established U/W Nathan J. Ratner, dated September 13, 1990, recorded October 9, 1990, in Official Records Book 14732, Page 2186, all of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Sections 11, 14, 23 and Section Govt. Lot 2 between Townships 54 and 55 South, Range 38 East..</p> <p>For clarification, the subject lands referenced in this Item 5 means the lands that the United States will Convey to Florida Power and Light Company.</p>
6	<p>The following reservations and reverter set forth below as contained in Quitclaim Deed No. 40165 from the Board of Trustees of the Internal Improvement Fund of the State of Florida, to the United States of America, dated October 10, 2003, recorded November 13, 2003, in Official Records Book 21820, Page 757, of the Public Records of Miami-Dade County, Florida; must be released of record as to all of subject lands lying in Section 23.</p> <p>"SAVING AND RESERVING unto Grantor and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the said land. However, as to such mineral and petroleum reservations, the right of entry is hereby released pursuant to Section 270.11, Florida Statutes."</p> <p>"This grant is given with the express understanding that if the above described lands are not used for purposes of the Everglades National Park as provided by law, or if the above described lands are otherwise abandoned by Grantee, then in either of those events, title to said lands will automatically revert to Grantor."</p>

7	Easement by and between the State of Florida, by and through its component agency, The State Road Department of Florida, and the State of Florida, for the use and benefit of Central and Southern Florida Flood Control District, dated December 17, 1951, recorded March 31, 1952, in Deed Book 3573, Page 93, (File # BB-35092), of the Public Records of Miami-Dade County, Florida. (Affects that portion of subject lands lying within the right-of- way of State Road 90, U.S. Highway 41 (formerly State Road 27)
8	Perpetual Easement by and between Central and Southern Florida Flood Control District, and the United States Of America, dated December 8, 1964, recorded December 16, 1964, in Official Records Book 4401, Page 354, of the Public Records Of Miami-Dade County, Florida.
9	Intentionally Deleted
10	Declaration Of Easements made by Emkay Realty Corporation, dated May 24, 1969, recorded May 16, 1969, in Official Records Book 6409, Page 253, (File # 69R-88399), as revoked and replaced by Dedication Of Easements dated October 22, 1969, recorded October 27, 1969, in Official Records Book 6621, Page 327, (File # 69R-185378), both of the Public Records of Miami-Dade County, Florida. (Affects all of subject lying in Section 23.
11	Ingress and egress as reserved in that certain Quit Claim Deed from Chesham Co., a Florida corporation, and Thomas L. Tatham, dated June 3, 1971, recorded December 2, 1971, in Official Records Book 7463, Page 990, of the Public Records of Miami-Dade County, Florida, over and across the North 75' of subject lands lying in Section Govt Lot 2 between Townships 54 and 55 South, Range 38 East.
12	Ingress and egress as reserved in that certain Quit Claim Deed from Kendall-Krome Industrial Park, Inc., a Florida corporation, to Chesham Co., a Florida corporation, dated June 3, 1971, recorded December 2, 1971, in Official Records Book 7463, Page 992, of the Public Records of Miami-Dade County, Florida, over and across the North 75' of subject lands lying in Section Govt Lot 2 between Townships 54 and 55 South, Range 38 East.
13	Grant Of Easement by and between Moviematic Industries Corp., a Utah corporation, and Ann Marie Walters, a married woman, dated June 16, 1981, recorded June 16, 1981, in Official Records Book 11130, Page 2191, of the Public Records of Miami-Dade County, Florida, over and across the North 75" of subject lands lying in Section Govt Lot 2 between Townships 54 and 55 South, Range 38 East.
14	Easement granted by Thomas L. Tatham, to Moviematic Industries Corp., a Utah corporation, dated August 11, 1981, recorded August 21, 1981, in Official Records Book 11194, Page 89, of the Public Records of Miami-Dade County, Florida, over and across the North 75' of subject lands lying in Section Govt Lot 2 between Townships 54 and 55 South, Range 38 East.
15	Conservation Easement by and between Florida Mining and Materials Corp. and the State of Florida, Department of Environmental Regulations, dated September 8, 1982, recorded September 16, 1982, in Official Records Book 11558, Page 1198, of the Public Records of Miami-Dade County, Florida. (Affects lands lying in Section 14-54-38)
16	Intentionally Deleted
17	Intentionally Deleted

Exhibit C to Appendix 2-A

Restrictive Covenants on the Exchange Property

Grantee shall have the full property rights and authority on the Exchange Property, subject only to the following restrictions in favor of the United States of America, which may not be terminated, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective successors and assigns in recordable form:

- 1) **Property Use:** The Exchange Property shall be used solely for conservation or for the purpose of accessing, constructing, operating, maintaining, replacing, removing, relocating, improving and modifying utility facilities including equipment routinely attached to utility poles and structures, energy infrastructure (including pipelines) and communications facilities and equipment, together with appurtenant equipment and facilities.
- 2) **Consistency with Other Regulatory Actions and Legislative Direction:** Grantee shall obtain all required federal, state and local permits, including incidental take permits from the U.S. Fish & Wildlife Service as appropriate, for all facilities constructed on the Exchange Property.
- 3) **Flowage:** The United States expressly reserves the right to flow water in perpetuity over the entirety of the Exchange Property, up to a design level of 10.5 NGVD 1929.
- 4) **Best Management Practices:** Grantee shall utilize best management practices for all construction, operations and maintenance activities within the Exchange Property to the maximum extent practicable to avoid, minimize and mitigate adverse impacts to natural and cultural resources of Everglades National Park.
- 5) **Work Plans:**
 - a) **Construction Work Plan:** Prior to construction of any facilities within the Exchange Property, Grantee shall develop a Construction Work Plan for any construction activities within the Exchange Property. This work plan will provide details on proposed activities and steps taken to avoid and minimize impacts to adjacent park resources from construction activities including but not limited to dredging and filling, heavy equipment use, presence of hazardous materials, and sediment and erosion. Park resources to be considered in the plan include but are not limited to cultural resources, soundscapes, wetlands, vegetation, wildlife, sheetflow/hydrology, and special status species. Plan should also include details of how ongoing or planned park projects in the vicinity of the Exchange Property would be impacted by construction activities including consideration of access during construction. Grantee will provide the Grantor with an opportunity to review and comment on the Construction Work Plan prior to finalization. Grantor will provide comments to Grantee within 60 days of receiving plan. If Grantor and Grantee do not concur on the adequacy of the plan, then resolution of the dispute will occur according to section 11 of this appendix.

- b) **Operations & Maintenance (O&M) Work Plan:** Following completion of construction of any utility facilities and prior to commencement of O&M activities within the Exchange Property, Grantee shall develop an O&M Work Plan for the O&M activities within the Exchange Property. Grantee will provide the Grantor with an opportunity to review and comment on the O&M Work Plan prior to finalization. Grantor will provide comments to Grantee within 60 days of receiving plan. If grantor and grantee do not concur on the adequacy of the plan, then resolution of the dispute will occur according to section 11 of this appendix.

6) Vegetation Management:

- a) Grantee shall manage vegetation, including trimming, pruning or topping of trees, as necessary to maintain the minimum safety and electrical clearances in accordance with the most recent ANSI A-300 Standard Practices of Tree Care Operations.
- b) Grantee shall use best management practices within the Exchange Property to control exotic, non-native vegetation species, such as mechanical methods and selective application of herbicides. Control activities for exotic, non-native vegetation will be initiated promptly after FPL receives title to the Exchange Property.
- c) **Integrated Pest Management:** Grantee and Grantor agree to coordinate the development and implementation of an Integrated Pest Management (IPM) Plan for control of exotic vegetation within the Exchange Property. Herbicides applied within the Exchange Property 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 Exchange Property unless the effects on non-targeted vegetation are minimized consistent with the IPM plan. Grantee understands and agrees that a report must be submitted to the Grantor for each herbicide application.

- 7) Fire Management:** Grantee and Grantor agree to coordinate fire management within and adjacent to the Exchange Property. Recognizing that the Grantor periodically uses prescribed burns to maintain its lands adjacent to the Exchange Property, Grantee shall coordinate times for Grantor to initiate and manage such prescribed burns within the Exchange Property on no less than a 5-year cycle so that the prescribed burns will not interfere with the reliable delivery of utility service to Grantee's customers.

8) Rights of Access:

- a) Neither Grantee nor Grantor shall create any new public access to the Everglades National Park through the Exchange Property.

- b) Grantee's access points to the Exchange Property shall be secured with locks designed to exclude members of the public from the Exchange Property while maintaining access to adjacent government lands by appropriate government officials and individuals conducting National Park Service business.
- c) Grantee may provide to Grantor or other federal or state agencies access to the Exchange Property to the extent such access is not incompatible with Grantee's existing and future use of the Exchange Property.

9) Avian Species Protection:

- a) In the northernmost five (5) miles of the Exchange Property, nearest to where wood storks and other wading birds integral to the character, purpose, and ecological health of Everglades National Park are known to utilize habitat in the park, the Exchange Corridor, and habitats east of the Corridor, Grantee agrees that all infrastructure shall be constructed, operated, and maintained utilizing state-of-the-art practices to eliminate or reduce injury/mortality of avian species to the maximum extent practicable, to include, inter alia:
 - i) construction without guy wires to the maximum extent practicable;
 - ii) varied transmission structure spacing and sizing to minimize risk of avian impacts; and
 - iii) maximizing use and effectiveness of flight diverters and powerline marking.
- b) Powerline design will be submitted to Grantor for review and comment. Other design alternatives may also be available in certain locales and Grantee may submit alternatives to Grantor for review and comment. Grantee is encouraged to consider constructing the line underground to avoid above-ground impacts to avian resources. If grantor and grantee do not concur on the adequacy of the design, then resolution of the dispute will occur according to section 11 of this appendix.
- c) If Grantee seeks to reduce the area where maximum avian protection is required, it may conduct a pre-construction avian risk study over the entire Exchange Property for a minimum of 3 full years prior to finalizing powerline design to identify the locations where powerlines pose a threat to the avian resources (primarily wading birds). The multi-year duration is needed to address inter-annual variation in avian use of the landscape in response to varying quality of avian habitat, food resources, and climatic variability. The study shall be subject to peer review by NPS and other scientists. The results of the study will be agreed in advance by the Parties to determine the locations where the design must maximize protection of avian resources.

10) Right of First Refusal: If FPL, or any of its successors or assigns, should seek to sell, transfer or assign its interests in the Exchange Property or Vegetation and Fire Easement Property other than to a related entity or an entity acquiring all or substantially all of the assets of FPL, or an entity acquiring a facility built by FPL on the Exchange Property, the United States shall have the right of first refusal of any bona fide offer for sale of any of FPL's interests in said Exchange Property or Vegetation and

Fire Easement Property. This right of first refusal shall survive closing, and such rights shall be exercised or declined within one hundred twenty (120) days of ENP's receipt of notice of the bona fide offer for sale.

- 11) Dispute Resolution:** The parties desire and agree to use their best efforts to work cooperatively and to settle disagreements through good faith negotiations between themselves. The parties agree to make every attempt to settle any disputes regarding this agreement at the lowest organizational level within thirty (30) days with the Grantor being represented by the Superintendent of Everglades National Park and the Grantee being represented by the Vice President Transmission and Substation of Florida Power & Light Company. If the dispute is not resolved within thirty (30) days upon elevation, the parties will elevate the matter to the next organizational level with the Grantor being represented by the Southeast Regional Director, National Park Service and the Grantee being represented by the Senior Vice President Power Delivery of Florida Power & Light Company. If the matter is not resolved within (30) days upon elevation, either party may exercise its rights in accordance with applicable law in a federal court of appropriate jurisdiction.

Appendix 2-B

Non-Native Vegetation and Fire Management Easement from the United States Acting through the NPS to FPL for the "Vegetation and Fire Easement Property"

**This Instrument Prepared by
and return to following recording:**

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

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Section ____, Township ____, Range ____
Parcel ID # _____

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 33408-0420, its employees, contractors, sub-contractors, licensees, agents, successors, and assigns (collectively, "**Grantee**"), an easement for as long as FPL owns the Exchange Property 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 and Grantor agree to coordinate the development and implementation of an Integrated Pest Management (IPM) Plan for control of fire prone exotics in the vegetation management easement. 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 using NPS-approved methods. Broadcast application of herbicide shall not be used within the Easement Area unless the effects on non-targeted vegetation are minimized consistent with the IPM plan. Grantee understands and agrees that a report must be submitted for each herbicide application. Grantee and Grantor agree to coordinate fire management within and adjacent to the Easement Area. Methods for access used in implementation of vegetation and fire management will be consistent with current National Park Service Management Policies to the extent practicable.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its official seal affixed hereto by its official who is duly authorized to do so, this ____ day of ____, 20__.

[DOI seal]

GRANTOR:

Executed in the presence of:

UNITED STATES OF AMERICA
Department of the Interior

By: _____

Signature:

Name: _____

Print Name:

Title: _____

Address: _____

Signature:

Print Name:

ACKNOWLEDGEMENT

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

On this ____ day of _____, 20____, the foregoing instrument was acknowledged before me 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.

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

[notary seal]

NOTARY PUBLIC, STATE OF FLORIDA

IN WITNESS WHEREOF, Grantee has signed and sealed this instrument on this ____ day of ____, 20__.

Executed in the presence of:

GRANTEE:

FLORIDA POWER & LIGHT COMPANY

Print Name:

By: _____

Alex Rubio

Vice President of Corporate Real Estate

ACKNOWLEDGEMENT

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

On this ____ day of ____, 20__, the foregoing instrument was acknowledged before me by Alex Rubio, Vice President of Corporate Real Estate, Florida Power & Light Company, on behalf of said entity, 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 seal]

NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A to Appendix 2-B

Legal Description of Non-Native Vegetation and Fire Management Easement ("Vegetation and Fire Easement Property")

Portions of Sections 11, 14, 23, 26 and 35, Township 54 South, Range 38 East, Section 2, Township 55 South, Range 38 East, and Government Lot 2 between Township 54 South and Township 55 South, Range 38 East, BEING:

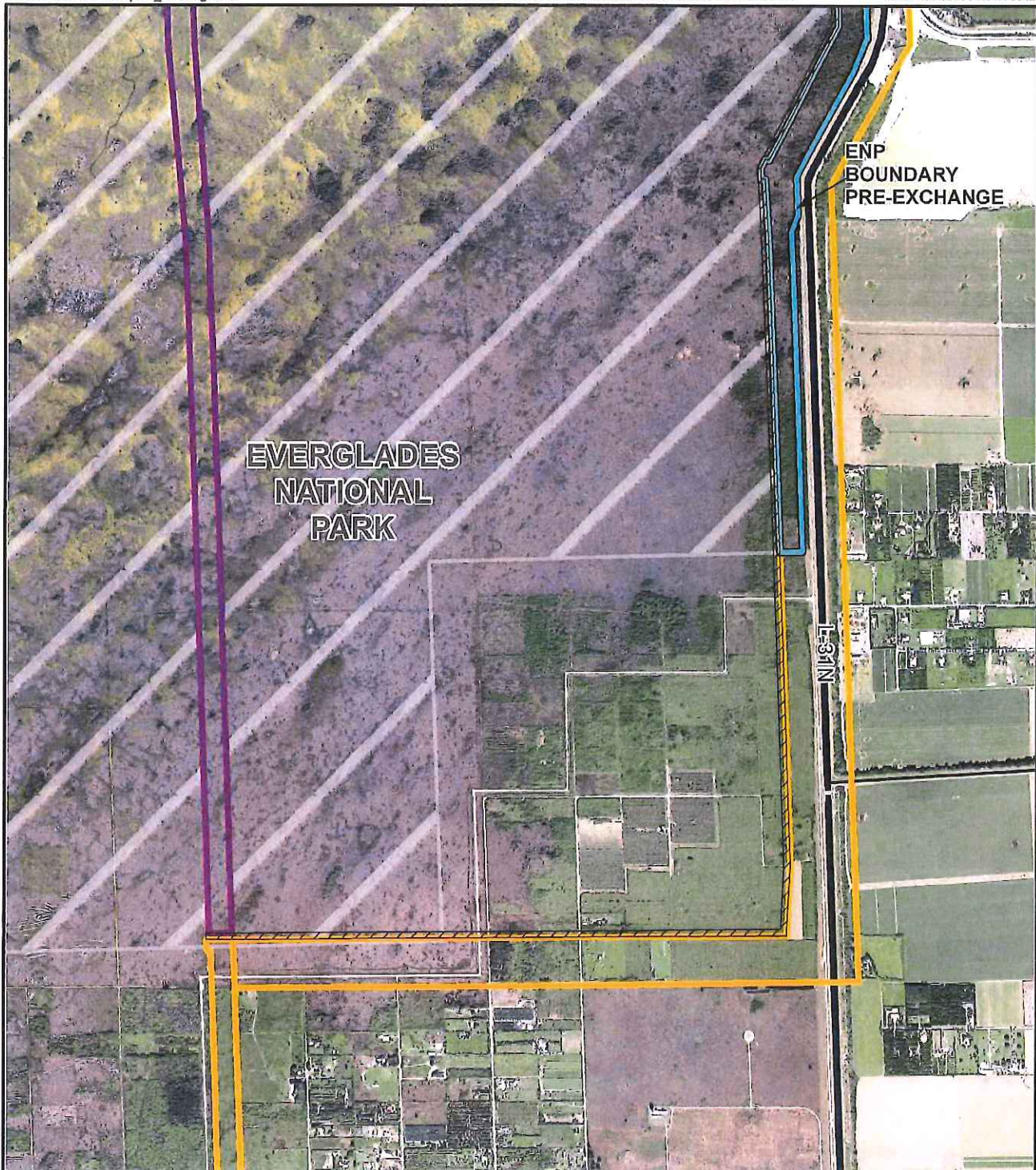
A strip of land being portions of Sections 11, 14, 23, 26 and 35, Township 54 South, Range 38 East, Section 2, Township 55 South, Range 38 East and Government Lot 2 of the Hiatus between Township 54 South and Township 55 South, Range 38 East, described as follows:

COMMENCE at the Southeast corner of said Section 2, having a grid coordinate of X=821814.44 feet, Y=484911.63 feet, based on the North American Datum of 1983 (NAD 83), Florida East Zone; thence S89°31'15"W, along the South line of said Section 2, a distance of 930.37 feet to the West line of the East 930.00 feet of said Section 2; thence N02°06'08"W, along said West line, a distance of 757.42 feet to the North line of the South 757.12 feet of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of said Section 2 and the **POINT OF BEGINNING**; having a grid coordinate of X=820856.32 feet, Y=485666.76 feet, based on NAD 83, Florida East Zone; thence S89°31'15"W along said North line, a distance of 90.04 feet to the West line of the East 1,020.00 feet of said Section 2; thence N02°06'08"W, along said West line, a distance of 4,331.20 feet; thence N03°18'21"W, a distance of 1,112.33 feet; thence N27°58'25"E, a distance of 2,264.63 feet; thence N00°08'22"E, a distance of 1,517.42 feet; thence N02°09'57"W along the West line of the East 1,020.00 feet of said Section 35, a distance of 3,467.44 feet; thence N02°11'43"W, along the West line of the East 1,020.00 feet of said Section 26, and its Southerly extension, a distance of 5,275.31 feet; thence N02°16'25"W, along the West line of the East 1,020.00 feet of said Section 23, and its Southerly extension, a distance of 5,276.20 feet; thence N02°16'03"W, along the West line of the East 1,020.00 feet of said Section 14, and its Southerly extension, a distance of 5,276.12 feet; thence N02°16'29"W along the West line of the East 1,020.00 feet of said Section 11, and its Southerly extension, a distance of 4,655.82 feet; thence N03°25'14"W, a distance of 577.17 feet to the South right-of-way line of the existing State Road 90 (U.S. Hwy. 41, also known as S.W. 8th Street), as laid-out and currently in use; thence N89°44'46"E, along said South right-of-way line of State Road 90, a distance of 90.14 feet; thence S03°25'14"E, a distance of 573.09 feet; thence S02°16'29"E, along the West line of the East 930.00 feet of said Section 11 and its Southerly extension, a distance of 4,656.72 feet; thence S02°16'03"E, along the West line of the East 930.00 feet of said Section 14, and its Southerly extension, a distance of 5,276.12 feet; thence S02°16'25"E, along the West line of the East 930.00 feet of said Section 23 and its southerly Extension, a distance of 5,276.26 feet; thence S02°11'43"E, along the West line of the East 930.00 feet of said Section 26, and its Southerly extension, a distance of 5,275.39 feet; thence S02°09'57"E, along the West line of the East 930.00 feet of said Section 35, a distance of 3,469.27 feet; thence S00°08'22"W, a distance of 1,541.54 feet; thence S27°58'25"W, a distance of 2,125.74 feet; thence N62°01'35"W, a distance of 50.00 feet; thence S27°58'25"W, a distance of 150.00 feet; thence S03°18'21"E, a distance of 150.00 feet; thence N86°41'39"E, a distance of 50.00 feet; thence S03°18'21"E, a distance of 952.08 feet; thence S02°06'08"E along said West line of the East 930.00 feet of said Section 2, a distance of 4,334.69 feet to said North line of the South 757.12 feet of the Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of said Section 2 and the **POINT OF BEGINNING**.

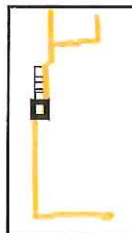
Appendix 2-C

**Property Overview of Exchange Property and Vegetation and Fire Easement Property and Westward
Adjustment of ENP Boundary**

Sheets 1-4

**Legend**

- | | |
|--|--|
|  Certified FPL Turkey Point 6 & 7 West Transmission Line Corridor |  Everglades National Park Exchange Property |
|  Inholding Property | |
|  Vegetation & Fire Easement Property (90') | |



0 1,000 2,000 Feet



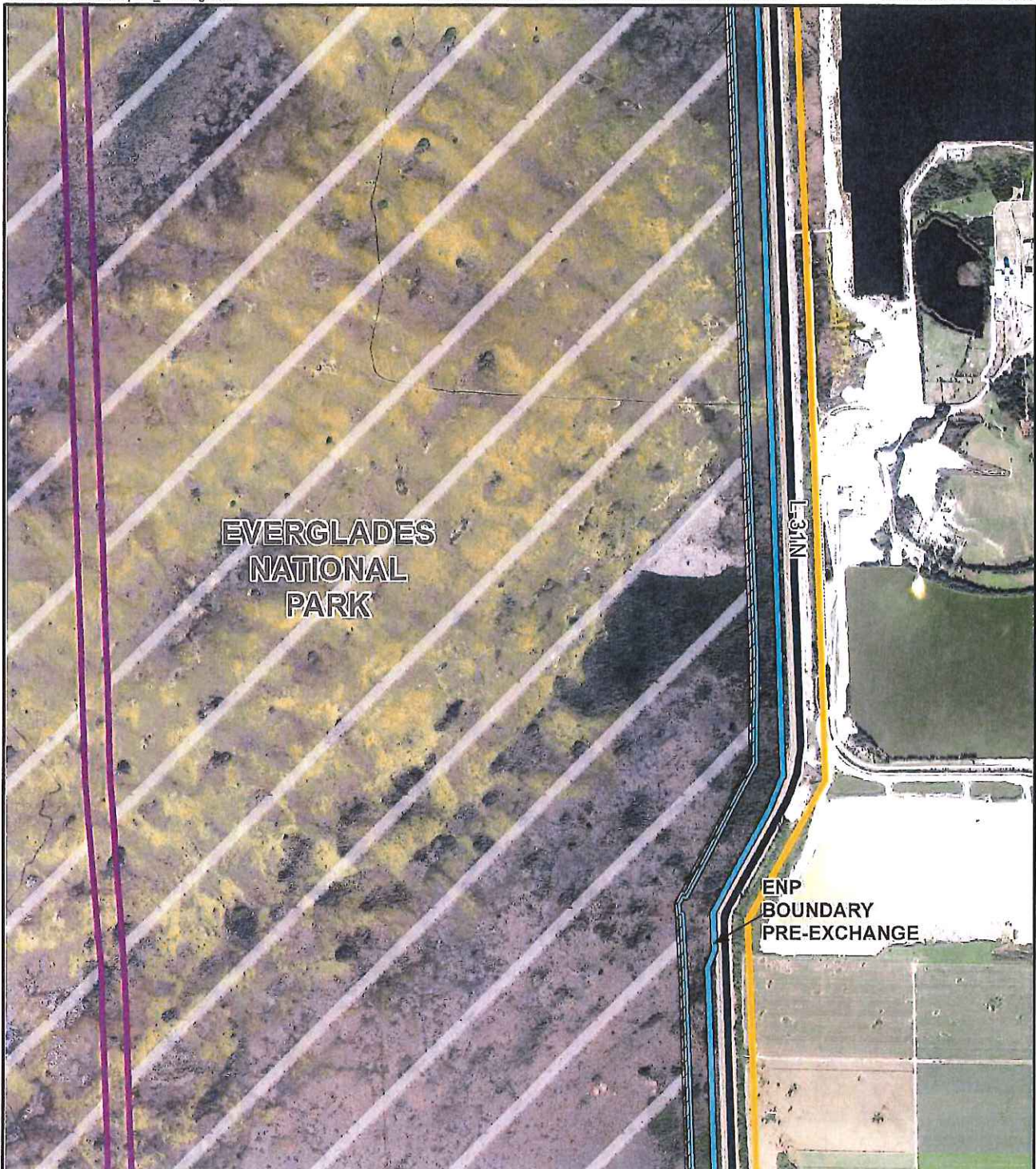
PROJECT
FPL-DOI LAND EXCHANGE
TITLE
PROPERTY MAP

REVISION DATE
AUG 18 2014

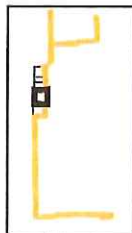
ECT Environmental Consulting & Technology, Inc.

Sources: NAIP Imagery, 2013; ECT, 2014.

1 of 4

**Legend**

- | | |
|--|--|
|  Certified FPL Turkey Point 6 & 7 West Transmission Line Corridor |  Everglades National Park Exchange Property |
|  Inholding Property | |
|  Vegetation & Fire Easement Property (90') | |



0 1,000 2,000 Feet



PROJECT
FPL-DOI LAND EXCHANGE
TITLE
PROPERTY MAP

REVISION DATE
AUG 18 2014

ECT Environmental Consulting & Technology, Inc.

Sources: NAIP imagery, 2013; ECT, 2014.

2 of 4



Legend

- | | |
|--|--|
|  Certified FPL Turkey Point 6 & 7 West Transmission Line Corridor |  Everglades National Park Exchange Property |
|  Inholding Property | |
|  Vegetation & Fire Easement Property (90') | |



0 1,000 2,000
Feet



PROJECT
FPL-DOI LAND EXCHANGE
TITLE
PROPERTY MAP

REVISION DATE
AUG 18 2014

ECT Environmental Consulting & Technology, Inc.

Sources: NAIP imagery, 2013; ECT, 2014.

3 of 4

**Legend**

- | | | | |
|---|---|---|--|
|  | Certified FPL
Turkey Point 6 & 7
West Transmission
Line Corridor |  | Everglades
National Park
Exchange Property |
|  | Inholding Property | | |
|  | Vegetation & Fire
Easement Property
(90') | | |



0 1,000 2,000
Feet



PROJECT
FPL-DOI LAND EXCHANGE
TITLE
PROPERTY MAP

REVISION DATE
AUG 18 2014

ECT Environmental
Consulting &
Technology, Inc.

Sources: NAIP Imagery, 2013; ECT, 2014.

4 of 4

Appendix 3

Flowage Easement

Prepared by and Return to Following Recording:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard, LAW/JB
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)

TEMPORARY FLOWAGE EASEMENT

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 Ten Dollars (\$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, a temporary flowage easement for the purpose of conducting certain hydrological tests, and subject to the provisions of the last sentence of this paragraph, for the period beginning upon Record of Decision in the matter of Acquisition of Florida Power & Light Company Land in the East Everglades Expansion Area/Environmental Impact Statement (the "ROD"), and ending at at midnight on the Closing Date as defined in the [____], 2016 Agreement for Exchange of Lands and Interests in Lands Located in Everglades National Park between the United States of America and Florida Power & Light Company (the "Exchange Agreement"), , on, over and across the following described land:

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 752.45 feet; 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 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 being in Miami-Dade County, Florida (the "*Easement Area*"), to overflow, flood and submerge the Easement Area for such period, provided that no structures shall be constructed or maintained within the Easement Area; reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with the purposes for which this easement is granted. This Temporary Flowage Easement shall immediately terminate and shall be null and void (i) should any person file a legal action challenging the ROD or the underlying environmental compliance, (ii) such action or any effect thereof delays, halts or otherwise adversely impacts the exchange contemplated under the Exchange Agreement between Grantor and Grantee, including but not limited to causing such exchange to be voided; and (iii) the parties do not close pursuant to paragraph 3.5 of the Exchange Agreement and the Closing Date has not been mutually extended. The mere filing of such a legal action, however, shall not automatically void this Temporary Flowage Easement and the parties will work together to respond effectively and affirmatively to support the implementation of the ROD and the terms and conditions of the Exchange Agreement.

By accepting this easement, Grantee agrees that: (i) 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.

(ii) Grantee assumes all risks associated with its operations and activities on the Easement Area.
(iii) 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 and activities 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 additional insureds. Grantee shall direct all such Grantee contractors and subcontractors 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.]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the ____ day of _____, 2016

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____

Signature

Dean R. Girard

Print Name: _____

Its: Director of Corporate Real Estate

Signature

Print Name: _____

ACKNOWLEDGMENT

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

On this the _____ day of _____, 2016 before me, the undersigned notary public, personally appeared Dean R. Girard, 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):

[Addition signature page follows]

Signed, sealed and delivered
in the presence of:

UNITED STATES OF AMERICA

Signature

Print Name: _____

By: _____

[print name]

Chief, Real Estate Division

U.S. Army Engineer District

Signature

Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On this the ____ day of _____, 2016 before me, the undersigned notary public, personally appeared _____, 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 __he executed the same on behalf of THE UNITED STATES OF AMERICA and acknowledged 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):