

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

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

I. Recitals

- 1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. § 410r-5 *et seq.*, expanded the boundaries of the ENP to include approximately 109,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the United States (through NPS and the United States Army Corps of Engineers) to acquire lands within the designated area ("**ENP Expansion Area**"). The purposes of the expansion of ENP include the preservation of the outstanding natural features of the park, enhancement and restoration of the ecological values natural hydrologic conditions and public enjoyment of such areas by adding the areas commonly known as the Northeast Shark River Slough and the East Everglades, and assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and as well as the United States Army Corps of Engineers ("**ACOE**") are further authorized by 16 U.S.C. § 410r-8 to acquire lands in addition to the designated 109,600 acres for the purposes of the construction of Modified Water Deliveries to ENP.
- 1.2 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida. It owns, and has owned since the 1960's and early 1970's, a 330' to 370' wide corridor of property approximately 7.4 miles in length through what has become the ENP Expansion Area, and in additional areas authorized for acquisition by the NPS and the ACOE (collectively, the "**FPL Property**"). The FPL Property to be acquired by the United States pursuant to this Agreement is more particularly identified in **Appendix 1** to this Agreement. The FPL Property is approximately 320 acres.

- 1.3 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure necessary for the transmission of high voltage electrical power for the benefit of the citizens of South Florida and that this contingent land exchange, when coupled with the complementary transactions referenced in Section 1.9, will maintain the viability of FPL's property as a contiguous corridor.
- 1.4 NPS asserts that utilization of the present FPL Property for an electrical transmission corridor which would bisect a portion of the ENP Expansion Area is contrary to the intended purposes of the ENP Expansion Area. The use of the terms "corridor", "transmission corridor", "utility corridor" or "replacement corridor" in this Agreement is not an admission or acknowledgement by NPS that the use of the FPL Property as a transmission corridor is permissible or suitable as FPL has not begun the permitting process.
- 1.5 The Parties agree that each will benefit from resolution of this dispute through a negotiated agreement.
- 1.6 The Parties have identified approximately 260 acres of property and interests at the eastern edge of the ENP Expansion Area that, if exchanged pursuant to the terms of this Agreement and approved for development for electrical transmission facilities, would have substantially less impact on the ENP, including the ENP Expansion Area, compared to use of the present FPL Property if used for the development of electrical transmission facilities. In fact, the relocation of lands held by FPL from the interior of the ENP Expansion Area to the eastern edge of the ENP Expansion Area and use of such lands as an electrical transmission facility, if approved for development, is more compatible with plans to restore more natural water flows to ENP than comparable development and use of the existing FPL Property. Restoration of more natural water flows in the ENP Expansion Area will enhance ENP purposes, resources and values. Relocation of the FPL lands and maintaining the viability of electrical transmission recognizes the public benefits of electrical power transmission facilities. Utilization of property along the eastern edge of the ENP Expansion Area in lieu of the FPL Property would minimize the need for utility access roads in wetlands due to the ability to share access for utility facilities with the South Florida Water Management District along its existing levee roads. The Parties agree that the development of the FPL lands for use as an electrical transmission facility requires various governmental approvals, including an ACOE Clean Water Act Section 404 permit. The Parties recognize that NPS does not have veto authority over Section 404 permits issued by the ACOE, but play a consultative role during the public review and comment period on the draft permit. In the event that NPS identifies concerns with the draft Section 404 permit, NPS pledges to work with the ACOE and FPL to develop appropriate mitigation or other actions to ameliorate those concerns to the maximum extent practicable, recognizing that the issuance of the permit is solely the responsibility

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

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

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

- a. That FPL convey in fee simple to the United States all of its right, title and interest in the lands within ENP as specifically described in **Appendix 1**, free and clear of all liens and encumbrances other than those agreed upon by the United States. The deed conveying such property shall be in substantially the form of the attached **Appendix 1A**.
- b. That FPL shall release all of its right, title and interest in the easement lands identified in Appendix 1. The release of easement shall be in substantially the form of the attached **Appendix 1B**.
- c. That the **United States through the NPS** convey in fee simple to FPL property located along the eastern edge of the ENP Expansion Area being a corridor with a minimum width of 330 feet (greater than 330 feet in the area of corridor corners and turns) as depicted in **Appendix 2**, free and clear of all liens, encumbrances and restrictions, including but not limited to restrictions on use, other than those agreed to in writing by FPL as provided below. NPS agrees that, with legislative approval and subsequent conveyance of this property to FPL, any utilization of the conveyed property as a utility corridor is not subject to NPS regulation set forth at 36 C.F.R. Part 14. The Parties recognize and agree that the descriptions in **Appendix 2** will be updated following completion of surveys and engineering design. The deed from the United States to FPL shall be in substantially the form of the attached **Appendix 2A**. NPS will use best efforts to secure removal or subordination of the governmental encumbrances affecting the fee simple land described in **Appendix 2** to the interests of FPL during the Offer period described in Section 2.6 of this Agreement. NPS will use commercially reasonable efforts to remove the private encumbrances affecting this property. As used in this Agreement, "commercially reasonable efforts" shall mean efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Agreement and which do not require the performing Party to

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

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

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

II. Undertakings of the Parties

- 2.1 Upon execution of this Agreement and enactment of legislation by the Congress ratifying the Agreement, and subject to Section 2.6 below, the Parties shall promptly implement the exchange of the lands and interests in lands as provided and described in this Agreement.
- 2.2 Prior to such action by the Congress, and subject to Section 2.10 below, no Party shall be required to undertake any action required by this Agreement or receive any benefit hereunder except that the Parties agree not to alienate, encumber, or otherwise effect a material change in the management of any lands or interests proposed to be exchanged or conveyed under this Agreement.
- 2.3 FPL agrees to support the terms of this Agreement during consideration by the Congress of legislation approving, ratifying or confirming the terms of this Agreement, and NPS similarly agrees to support the terms of this Agreement to the extent consistent with the legislative, budgetary, legal and programmatic policies of the Executive Branch of the United States. The Parties mutually agree that they will not seek to alter or have altered the terms of this Agreement, or to support legislative provisions that would have the consequence of altering the terms of this Agreement, without first trying in good faith and with due diligence to obtain the concurrence of the other Party to this Agreement in any such alteration, and will keep the other Party to this Agreement fully and timely

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

- 2.4 Notwithstanding any other provision of this Agreement, if the Congress enacts approving, ratifying or confirming legislation which amends or alters any of the terms of this Agreement in the absence of specific written concurrence of the Parties in such amendment or alteration, FPL shall have the right to terminate this Agreement without any further obligation hereunder by written notice received by the Director of the NPS.
- 2.5 This exchange, if ratified by Congress as provided in Sections 1.7 and 2.1 shall not be subject to the requirements of 16 USC § 4601-22(b) as: (1) the Parties and the ACOE have unsuccessfully attempted to negotiate over the value of the FPL Property for a period of years and this Agreement will avoid potential costly litigation over the fair market value of the FPL Property; (2) the provisions of 16 USC § 4601-22(b) apply to a land exchange between the NPS and one other entity, while this proposed exchange involves the ACOE and state parties in addition to FPL and NPS; and (3) the acreage relinquished by the NPS is less than the acreage to be conveyed to NPS by FPL and is of similar zoning.
- 2.6 In the event that legislation described in Section 2.1 is enacted into law, this Agreement shall constitute an offer from the United States to FPL (the "Offer"). FPL may accept the offer of the United States to enter into the exchange of interests in lands set forth in this Agreement by notice in writing to the Director at any time within ninety (90) days from the date of enactment of the legislation described herein.
- 2.7 The obligations and rights of the parties under this Agreement shall be effective and binding upon the Parties upon acceptance by FPL of the Offer as provided in Section 2.6 and the Parties shall promptly take actions necessary to execute and consummate the exchange.
- 2.8 Upon acceptance of the Offer, that FPL shall, simultaneously with and subject to the conveyance by the United States of all lands and interest described in **Appendix 2** to FPL as prescribed by this Agreement, convey or cause to be conveyed to the NPS all the right, title, and interest of FPL in the fee-owned lands particularly described in **Appendix 1** and release all of FPL's right, title and interest in the easement lands described in **Appendix 1**. NPS shall, simultaneously with and subject to the conveyance by FPL of all right, title and interest of FPL in the fee-owned lands more particularly described in **Appendix 1** and release of all FPL right, title and interest in the easement lands described in **Appendix 1** to NPS, convey or cause to be conveyed to FPL the lands and interests more particularly described in **Appendix 2**. NPS shall also promptly take action to relocate the boundary of the ENP Expansion Area to the western edge of the lands conveyed to FPL.

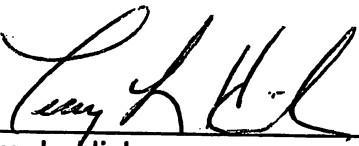
- 2.9 The Parties agree that the exchange of lands and interests in lands held by FPL within the ENP Expansion Area and lands held by NPS that are the subject of this Agreement will enhance the restoration of more natural water flows to ENP. Restoration of more natural water flows will enhance the conservation of the outstanding resources and values of the area and further the purposes of ENP. The Parties agree that this Agreement results in mutual benefits, including maintaining the viability of electrical transmission in South Florida, enhancing the restoration of more natural water flows to ENP, and avoiding potential costly litigation related to the acquisition of FPL's present property interests within the East Everglades Expansion Area. However, in the event that the exchange of lands provided for in this Agreement is not consummated for any reason or is set aside because of a final and non-appealable order of a court of competent jurisdiction, the Parties shall return to their status and rights prior to the execution of this Agreement and the Parties agree to take whatever actions and execute whatever documents are necessary to restore the status quo ante the exchange.
- 2.10 Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party to this Agreement.
- 2.11 For the purposes of expediting execution of this Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement.
- 2.12 The Parties agree that, to the extent authorized by the legislation described in Section 1 of this Agreement, this Agreement may be amended by mutual consent of all the Parties hereto. If the NPS environmental assessment identifies effects requiring mitigation to support a finding of no significant impact on the contingent exchange that is the subject of this Agreement, the Parties agree to work in good faith to implement any additional mitigation as may be mutually agreed upon as appropriate to assure that there are no significant impacts from the contingent exchange.
- 2.13 No member or a delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to expand to this Agreement if made with a corporation for its general benefit.

[Signature pages follow]

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

Date: July 21, 2008

FPL:
FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

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

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

Date: 7-24-08

NATIONAL PARK SERVICE, United
States Department of the Interior

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

Appendix 1

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

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

FPL Property to be Conveyed:

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

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

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

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

And

FPL Easements to be Released:

FPL easements over Government Lot 3:

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

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

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

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

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

Appendix 1-A

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

Prepared By:

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

SPECIAL WARRANTY DEED

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Executed in the presence of:

Grantor:
FLORIDA POWER & LIGHT COMPANY

Print Name:_____

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

Print Name:_____

ACKNOWLEDGEMENT

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

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

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

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

Accepted By:

On behalf of the United States of America

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

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

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

RELEASE OF EASEMENT

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

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

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

Signed, Sealed & Delivered in
The Presence of:

Grantor:
FLORIDA POWER AND LIGHT
COMPANY

Print Name: _____

Print Name: _____

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

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Notary Public

Print

My Commission Expires: _____

Accepted by

On behalf of the United States of America

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

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

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

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

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

PARTIAL RELEASE OF EASEMENT

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

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

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

Signed, Sealed & Delivered in
The Presence of:

Grantor:
FLORIDA POWER AND LIGHT
COMPANY

Print Name: _____

Print Name: _____

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

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Notary Public

Print

My Commission Expires: _____

Accepted By:

On behalf of the United States of America

Exhibit "A"

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

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

Appendix 2

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

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

- 1) **Fee Conveyance from the United States to FPL.** The United States shall convey to FPL, in fee simple absolute, a corridor of at least 330' in width at the eastern edge of the ENP Expansion as more particularly shown on the plan attached hereto as Appendix 2-1 and identified as the "US Fee Conveyance".
- 2) **Non-Native Vegetation Management Easements from the United States acting through the National Park Service to FPL.** The United States shall grant to FPL easements, 90' in width, for the management of non-native vegetation, as more particularly shown on the plan attached hereto as Appendix 2-1 with each such easement being identified as an "NPS Non-Native Vegetation Management Easement".

Appendix 2-1
Plan of Easements and Fee Conveyances

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

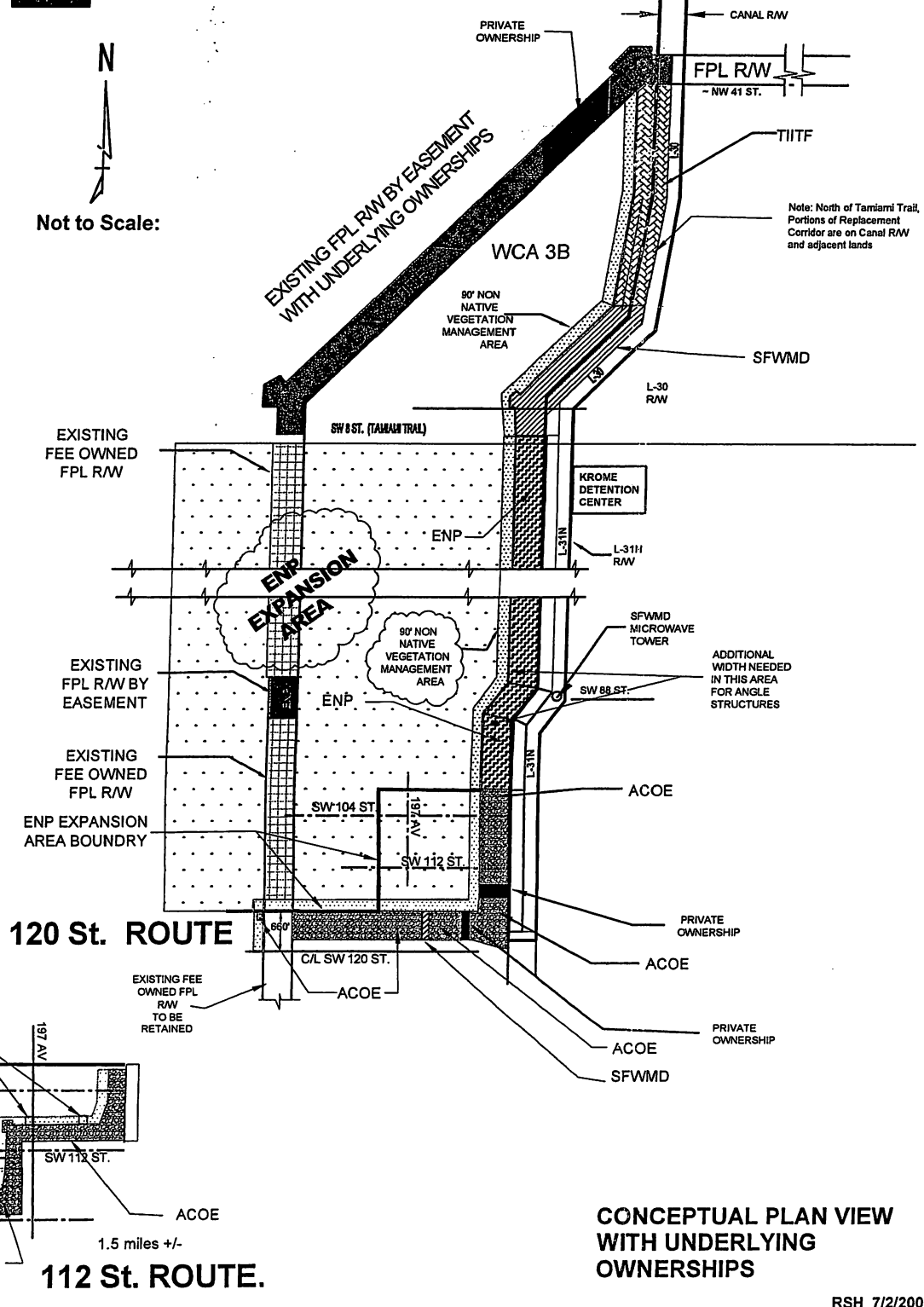
The Parties agree that the above plans are preliminary with final plans to be provided upon completion of engineering and survey.

LEGEND

Replacement Corridor from SFWMD	
Replacement Corridor from ENP	
Replacement Corridor from TIITF	
Replacement Corridor from ACOE	
ENP Expansion Area	
FPL Property (330'-370' wide R/W)	
Private ownership	

NOTE:

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

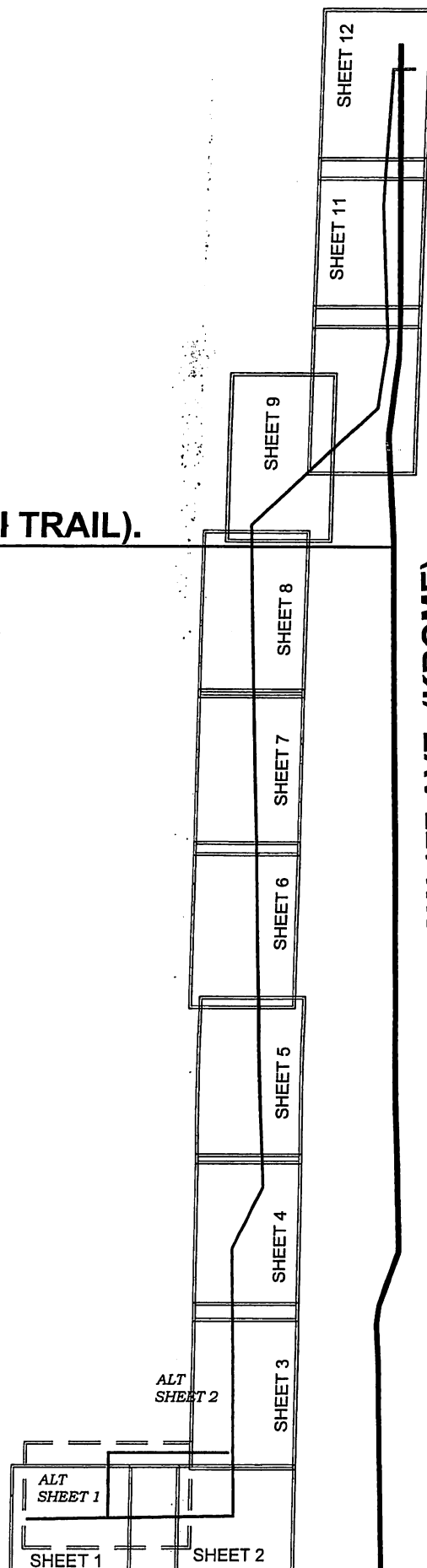


**CONCEPTUAL PLAN VIEW
WITH UNDERLYING
OWNERSHIPS**

RSH 7/2/2008



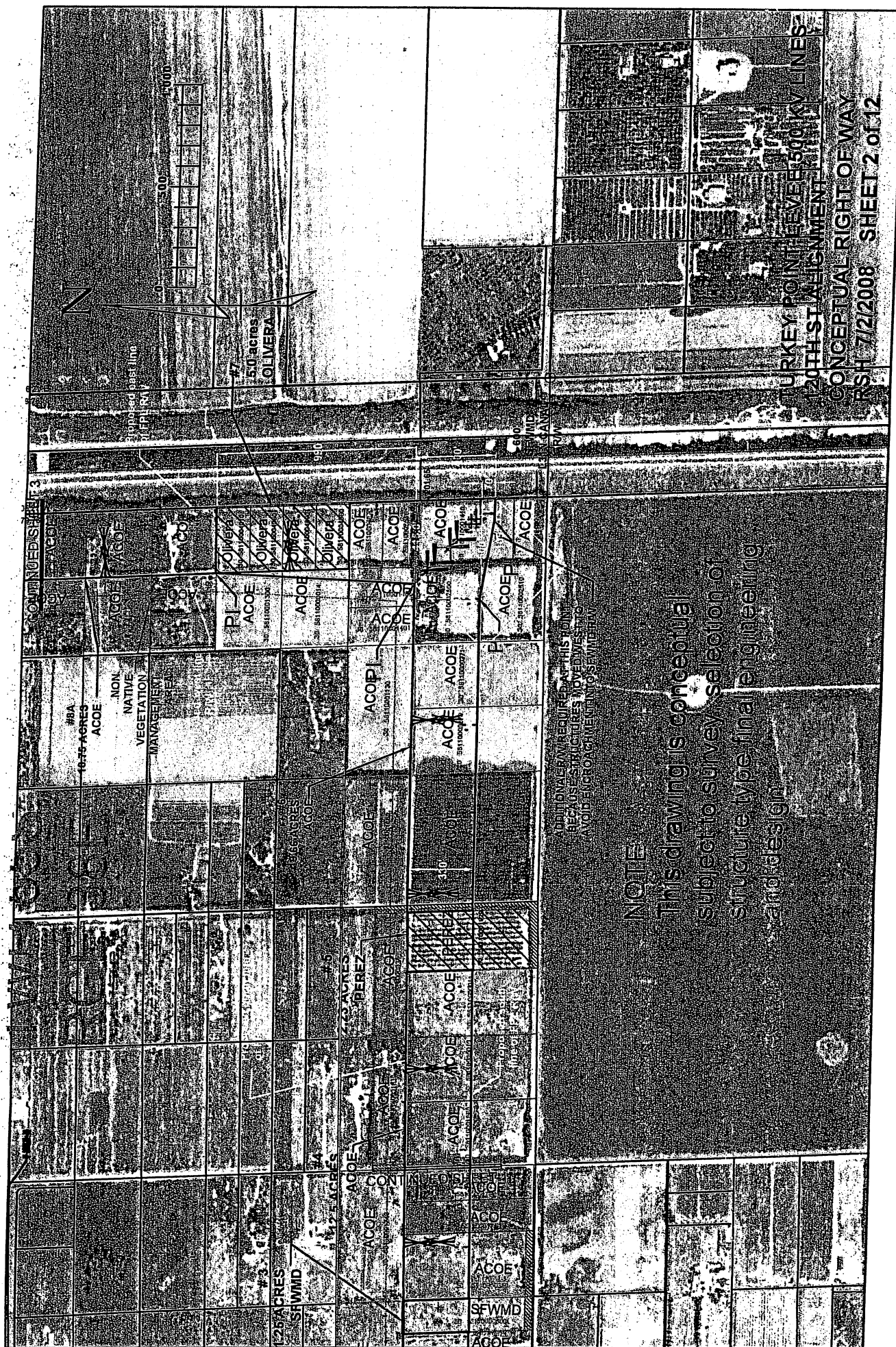
SW 8 ST (TAMIAMI TRAIL).



SW 177 AVE. (KROME).

KEY MAP
FOR ROUTE
ALIGNMENTS

RSH 7/2/08



N



Proposed west line
ACOE ROW

25.65 ACRES
ENP

ENP BOUNDARY

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

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

NOTE:

There is a discrepancy between the SWMD 31N R/W map and the Dade County property appraisers map in Gov lot 2 and north to Tamiami Trail. In Gov lot 2 the SWMD canal R/W lines do not line up with the east line of Gov lot 2 as shown on the Dade County property line drawing. Going north the west line of the 31N canal R/W as shown on the SWMD drawing does not correspond to that shown on the Dade County property line drawing (not shown). The above issues will be resolved during survey.

ADDITIONAL RW REQUIRED AT THIS POINT BECAUSE STRUCTURES MOVED WESTERLY TO AVOID GI ENCRoACHMENT INTO SWMD RW

East line of SWMD 31N canal R/W as shown on SWMD drawing

East line of Gov lot 2 as shown on Dade County Property line drawing

NOTE:

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

TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 4 of 12

ENP BOUNDARY

CONTINUED SHEET 3

NOTE

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

ENP

30 48260000020

Proposed east line
of FPL R/W

N
VEGETATION
MANAGEMENT

N



ENP BOUNDARY

ENP

30 483600000

TURKEY POINT LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY

RSH 7/2/2008 SHEET 5 of 12

CONTINUED SHEET 7

NOTE ENP BOUNDARY

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

SNOW
NATIVE
VEGETATION
MANAGEMENT
AREA

ENP

30 482600000010

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

CONTINUED SHEETS

N

50 FT 1,000 FT

Proposed east line
of FPL R/W

NOTE

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

ENR 307 481400+00.00

ENR BOUNDARY

N



NO
NATIVE
VEGETATION
MANAGEMENT

Proposed Work Line
of EPL R/W

500' EPL R/W
CANAL

Proposed east line
of EPL R/W

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

CONTINUED SHEET 9

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

30 131 10000010

N

NON
NATIVE
VEGETATION
MANAGEMENT
AREA



ENP BOUNDARY

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

CONTINUED SHEET 7

600'
SWMD
CANAL
R/W

Proposed east line
of FPL R/W

Offset Criteria Per SFWMD (07/02/2007)

Use the greater of either:

- 1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
- 2) 40 feet perpendicular to the levee's western toe

NOTE

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

SFWMD

30 48010000010



SCALE

West line of
L-30 Canal
RAW line

NOV
OWNER
VEGETATION
MANAGEMENT

12.4 ACRES

PROPOSED WEST LINE

100' OFFSET FROM

#10

57.1 ACRES

SFWMD

600'

SEPARATE

RAW

PROPOSED EAST LINE

100' OFFSET FROM

40'

ASSUMED TOE
OF SLOPE

SFWMD

30 48020000010

TURKEY POINT LEVEE 500 KV LINES

120TH ST ALIGNMENT

CONCEPTUAL RIGHT OF WAY

RSH 7/2/2008 SHEET 9 of 12

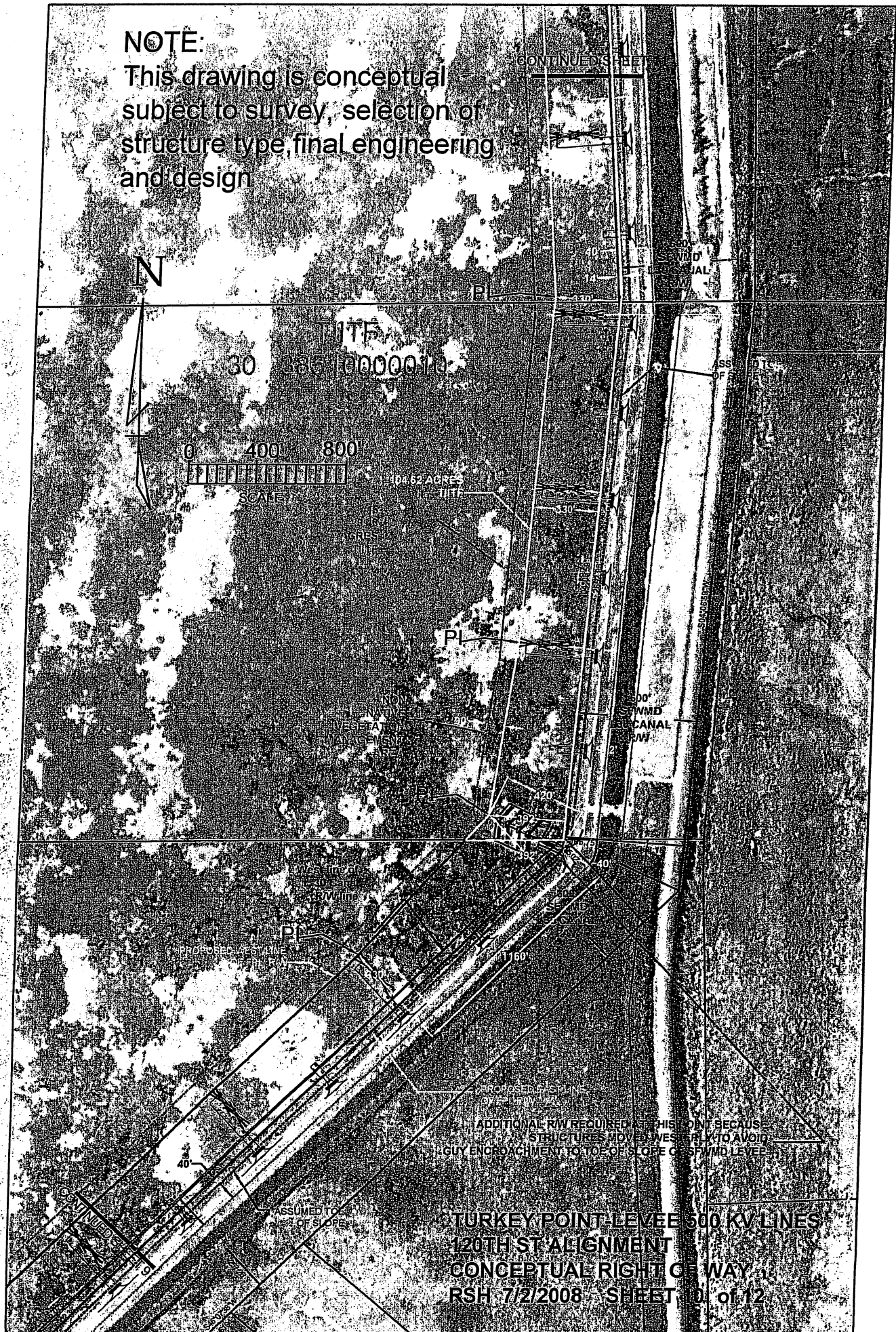
CONTINUED SHEET 10

NOV 24 2008

NR100

NOTE:

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



NOTE

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

Offset Criteria Per SFWMD (07/02/2007)

- Use the greater of either:
- 1) 102 feet from the west side of the Canal (L-31N South of S-335 and L-30 North of S-335) or
 - 2) 40 feet perpendicular to the levee's western toe.

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

NOTE

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

To existing
Levee sub

Offset Criteria Per SFWMD 10/7/02/2007

Use the greater of either:

- 1) 102 feet from the west side of the Canal
(L-31N South of S-335 and L-30 North of S-335) or
- 2) 40 feet perpendicular to the levee's western toe

TURKEY POINT-LEVEE 500 KV LINES

120TH ST ALIGNMENT

CONCEPTUAL RIGHT OF WAY

RSH 7/2/2008 SHEET 12 of 12

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



ENP
ENP BOUNDARY

0.77 ACRES

39.48 ACRES

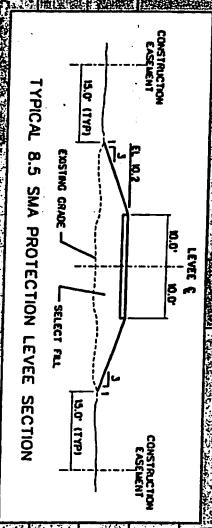
ACOE

ACOE

PROPOSED
 11.2TH ST
 CONCEPTUAL
 ALIGNMENT
 AS SHOWN
 ON PREVIOUS
 PROJECTS

11.2TH ST POINT-TO-POINT 500' KEYLINES
CONCEPTUAL RW

RSR 7/2/2008 SHEET 1 OF 2



Note:
 All structures, retaining walls, and other
 structures shall be constructed in accordance
 with the latest edition of the California
 Building Code (CBC) and the latest edition
 of the California Fire Code (CFC).

NOTE:

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



CONTINUED ON
120 ST ALIGNMENT
SHEET

TURKEY POINT LEVEE 500 KV LINES
112TH ST ALIGNMENT
CONCEPTUAL RIGHT-OF-WAY
RSH 7/2/2008 SHEET 2 OF 2

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

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

QUITCLAIM DEED

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

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

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

NOTICE IS HEREBY GIVEN that:

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

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

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

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

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

(c) CERCLA Environmental Covenants and Stipulations:

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

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

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

Grantor:
UNITED STATES OF AMERICA
Department of the Interior

By _____

Name: _____

Title: _____

Address:

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

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

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

Notary Public

Print

My Commission Expires: _____

Exhibit "A"

Legal Description of Property Conveyed to FPL

[To be provided following completion of Survey]

Exhibit "B"

Permitted Encumbrances

[To be provided by FPL]

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

Prepared by and Following Recording Return to:

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

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Sec.____, Twp____, Rge____
Parcel I.D. _____

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

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

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

Executed in the
presence of:

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

Signature:
Print Name: _____

By:: _____
Print Name: _____
Address: _____

Signature:
Print Name: _____

ACKNOWLEDGMENT

STATE OF _____)

County of _____) ss:

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

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

NOTARY PUBLIC, STATE OF _____

Name (Print): _____

Commission No.: _____

My Commission Expires: _____

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

Executed in the
presence of:

Grantee:
FLORIDA POWER AND LIGHT
COMPANY

Print Name: _____

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

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Notary Public

Print

Exhibit "A"

Legal Description of
NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

[Legal descriptions to be provided following completion of survey]