



*Florida Authorized House Counsel
Licensed Pennsylvania & the District of Columbia
561-304-5261*

September 18, 2008

VIA UPS

Ms. Ruth Clements
Director, Land Acquisition
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

RE: ENP - SFWMD and FPL Bilateral Agreement

Dear Ruth:

Enclosed is a fully executed original of the South Florida Water Management District/Florida Power & Light Company Bilateral Agreement.

Thank you once again for facilitating this process.

Sincerely,


Patricia Lakhta
Senior Attorney

Cc w/out enclosure:

Attorney Abe Cooper
Ms. Florette Braun

RECEIVED

SEP 19 2008

LAND ACQUISITION

CC: Abe
Dewey
Ken
Tommy -

✓
Scanned &
Sent
10/10/08

**COOPERATION AGREEMENT BY AND BETWEEN FLORIDA POWER
& LIGHT COMPANY AND SOUTH FLORIDA WATER MANAGEMENT
DISTRICT REGARDING FPL'S UTILITY CORRIDOR WITHIN THE
EVERGLADES NATIONAL PARK EXPANSION AREA.**

The SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("**SFWMD**") AND FLORIDA POWER & LIGHT COMPANY ("**FPL**") enter into this Cooperation Agreement ("**Agreement**") as of this 21st day of August, 2008, for the purpose of facilitating the Modified Waters Delivery Project, the Comprehensive Everglades Restoration Program ("**CERP**") and other water delivery projects of SFWMD, including the related grant of easements to the United States Army Corps of Engineers ("**ACOE**") for the Tamiami Trail bridge and channel, and grant of easements to FPL for the purpose of relocating a portion of FPL's existing utility corridor presently within the Everglades National Park Expansion Area to areas on and adjacent to SFWMD's L29/30 and L-31N canal rights-of-way. FPL and SFWMD are sometimes collectively referred to herein as the "**parties**" and individually as a "**party**".

I. Recitals

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

1.2 SFWMD is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities set forth in Chapter 373, Florida Statutes.

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

1.4 FPL owns, and has owned since the 1960's and early 1970's, a 330 feet to 370 feet wide corridor of property through what has become the ENP Expansion Area, (collectively, the "**FPL Property**").

1.5 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure necessary for the supply of electrical power for the benefit of the citizens of South Florida.

1.6 NPS asserts that utilization of the FPL Property for a utility corridor, which would bisect a portion of the ENP Expansion Area, is contrary to the intended purposes of the ENP Expansion Area.

1.7 SFWMD, NPS, ACOE, the Trustees of the Internal Improvement Trust Fund of the State of Florida ("**TIITF**") and FPL have identified property at the eastern and southern edges of the ENP Expansion Area, and on and adjacent to the SFWMD L-29/30 and L-31N canal rights-of-way (all as more particularly described in **Appendix 2** to this Agreement) for the relocation of FPL's utility corridor, where use as a utility corridor may have substantially less impact on the Everglades National Park, including the ENP Expansion Area, the Modified Waters Delivery Project and CERP.

1.8 FPL asserts that it is not opposed to such a relocation of its property interests, and is willing to work with SFWMD, ACOE, TIITF and NPS towards this end, and to engineer its utility facilities to fit within this proposed replacement corridor. It is intended that, in addition to this Agreement, FPL will enter into separate agreements with ACOE, TIITF and NPS regarding the relocation of FPL's utility corridor and that these complimentary transactions, when coupled with this transaction, will maintain the viability of FPL's property as a contiguous corridor. **Time is, however, of the essence to FPL so that it may confirm the viability of this proposed relocation and begin state and federal approval processes.**

II. Undertakings of the Parties

1.9 SFWMD, ACOE, NPS, TIITF and FPL propose to effectuate the relocation of the FPL Property interests to the properties more particularly described in **Appendix 2** to this Agreement by the following instruments: with only the exchanges between SFWMD and FPL identified in subparagraphs 1.9 (a),(c), (d),(e), (f), (g), (h), (i), (j) and (m) (the latter being as to SFWMD only under this Agreement) being addressed by virtue of this Agreement and SFWMD makes no representation as to the acceptability of the remaining subparagraphs in this Paragraph 1.9, which do not apply to SFWMD:

- a. That the **United States, through the NPS**, convey in fee simple to FPL, property located in the ENP Expansion Area in a corridor being a minimum 330 feet in width as shown in **Appendix 2**, made a part hereof, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL, including but not limited to restrictions on use, and SFWMD will consent to the grant. SFWMD has declared this land as surplus to the needs of the SFWMD, including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and

non-disturbance agreement attached hereto as **Exhibit E**, made a part hereof.

- b. That the **United States, through the NPS**, convey to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**, made a part hereof.
- c. That the **United States, through the ACOE** , convey to FPL, and SFWMD will consent to the grant of, a perpetual easement for the construction, placement, operation and maintenance of utility facilities, including transmission lines, appurtenant facilities, communications facilities and pipelines over properties acquired by the ACOE as more particularly shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over these lands, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted thereunder, free and clear of all liens, encumbrances and restrictions, other than those agreed to in writing by FPL, including but not limited to restrictions on use. Upon conveyance of the lands underlying these easements from the United States through the ACOE to SFWMD, **SFWMD** shall convey, at no additional cost to FPL, a perpetual easement(s) to FPL for the purposes described in the United States/ACOE easement grants to FPL. The easement(s) granted by SFWMD to FPL over such lands shall be in substantially the form of the attached **Exhibit A** made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E**.
- d. That the **United States, through the ACOE**, convey to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**. Upon conveyance of the lands underlying these easements from the United States through the ACOE to SFWMD, **SFWMD** shall convey, at no additional cost to FPL, a perpetual easement(s) to FPL for the purposes described herein. The easement(s) granted by SFWMD to FPL over such lands shall be in substantially the form of the attached **Exhibit C** made a part hereof. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements.

- e. That **SFWMD** convey to FPL north of SW 8th Street (Tamiami Trail) a perpetual easement being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corners and turns), for the construction, placement, operation and maintenance of transmission lines and appurtenant facilities together with communication facilities for FPL's sole use, on and adjacent to the L-29/30 canal right-of-way, as shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over the easement area, for the purpose of exercising and enjoying the rights granted by this easement. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The easement will be in substantially the form of attached **Exhibit A**, made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.
- f. That **SFWMD** convey to FPL south of SW 8th Street (Tamiami Trail), and north of NW 41st Street, a perpetual easement for access to and from FPL's facilities on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and with materials, that is located adjacent to the L-31N canal right-of-way, said access easement being over the western side of the L-31N canal right-of-way, for finger roads to be installed off the levee and across the right of way connecting to structure pads, and north of NW 41st Street over the western side of the L-30 canal Right of Way to the first bridge over the L-30 canal Right of Way located at Section 36 Township 52 South Range 38 East, all as shown in **Appendix 2**. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide such easements. The easement will be in substantially the form of attached **Exhibit D**, made a part hereof.
- g. That **SFWMD** convey to FPL a perpetual easement being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corner and turns), for the construction, placement, operation and maintenance of utility facilities, including transmission lines and appurtenant facilities, pipelines and communication facilities in the vicinity of SW 120th Street, or SW 112th Street, Miami, Florida, depending upon the FPL route selected, as shown in **Appendix 2**, together with the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over the easement area, for the purpose of exercising and enjoying the rights granted by this easement. FPL acknowledges and agrees that SFWMD is not and will not be bound to acquire any land to provide

such easements. The easement shall be in substantially the same form as **Exhibit A.** SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.

- h. That **SFWMD**, convey to FPL north of SW 8th Street (Tamiami Trail) a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**. The easement will be in substantially the form of attached **Exhibit C**, made a part hereof. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes.
- i. That SFWMD will consent to the grant of easements to FPL over private land located within the replacement corridor identified on **Appendix 2** to this Agreement. SFWMD has declared the easements as surplus to the needs of the SFWMD including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E** made a part hereof.
- j. That **TIITF** grant to FPL, and SFWMD will consent to the grant to FPL of, a perpetual easement for the construction, placement, operation and maintenance of transmission lines and appurtenant facilities and communications facilities, at the location of the L-29/30 N canal right of way being a minimum 330 feet in width between SW 8th Street , Miami, Florida and NW 41st Street, Miami, Florida, as shown in **Appendix 2**, together the right of ingress and egress for personnel and equipment of FPL, its employees, contractors, agents, successors or assigns over these lands, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted thereunder. The granting of the easement by TIITF is subject to the review by the Acquisition and Restoration Council and approval by the Board of Trustees of the Internal Improvement Trust Fund. SFWMD has declared the easement as surplus to the needs of the SFWMD, including conservation purposes. The SFWMD consent will be in substantially the form of the subordination and non-disturbance agreement attached hereto as **Exhibit E**, made a part hereof.
- k. That **TIITF** grant to FPL a perpetual easement for the management of non-native vegetation that has the potential to be a fire hazard to transmission facilities that is approximately 90 feet in width as shown in **Appendix 2**. The granting of the easement by TIITF is subject to the review by the Acquisition and Restoration Council

and approval by the Board of Trustees of the Internal Improvement Trust Fund.

- i. That **FPL**, in keeping with the terms and conditions of the Contingent Agreement by and between FPL and the United States, convey to the United States all of its right, title and interest in the lands described in **Appendix 1**, made a part hereof (except as otherwise noted therein).
- m. That **FPL** will release to SFWMD and TIITF all of its right, title and interest in the right of way described in **Appendix 3**, made a part hereof. See **Appendix 2-B** for an approximation of the underlying fee ownerships. The release will be in substantially the form of the Partial Release of Permit Agreement attached hereto as **Exhibit B**, made a part hereof.
- n. That, upon FPL's receipt of: i) a fully executed FPL/NPS Contingent Agreement relating to the exchange of the FPL Property for a replacement corridor identified in the attached **Appendix 2**; ii) this Cooperation Agreement executed by the SFWMD; iii) a fully executed Bilateral Agreement with TIITF/DEP and evidence of formal approval of that agreement by the TIITF Board; iv) fully executed Bilateral Agreement with the ACOE, FPL will deliver to the ACOE an executed, perpetual bridge/road and channel easement, a five (5) year flowage easement and an executed temporary construction easement over the FPL Property in the vicinity of the Tamiami Trail as negotiated with the ACOE.
- o. That **TIITF** grant to FPL north of NW 41st Street, Miami, Florida a perpetual easement for access to and from FPL's facilities located adjacent to the L-30 and L-31 canal Right of Way, on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and materials, said access easement being over the western side of the L-30 canal Right-of-Way to the first bridge over the L-30 canal Right of Way located at Section 36 Township 52 South Range 38 East, all as shown in **Appendix 2**.
- p. That **FPL** enters into an agreement with SFWMD under which FPL will pay the cost of the design and construction by ACOE of a betterment to the proposed bridge necessary to provide for relocation of FPL's existing, east-west utility line once said bridge is constructed. The betterment will incorporate improvements during bridge design and construction to accommodate relocation of FPL's existing east-west utility line along the L-29 right of way onto the bridge. FPL understands that the cost of design and construction is roughly estimated at \$160,000. FPL further understands that the permission of or a utility easement from the Florida Department of Transportation will be required to relocate the line.

For the purpose of this Agreement, FPL is agreeable to paying the final cost of such betterment provided, however, that FPL has the ability to review such costs and determine, in FPL's sole opinion, that the costs are not excessive, prior to entering into the Agreement with SFWMD.

The parties recognize and agree that the documents attached to **Appendix 2** to this Agreement are preliminary documents that, subject to the approval of the parties, will be replaced with a final **Appendix 2-1** following completion of title searches, surveys and engineering design.

1.10 SFWMD and FPL further agree to move forward with due diligence and in good faith to draft and execute a mutually acceptable Global Agreement regarding the following SFWMD/FPL projects:

- a. EAA STA Compartment B
- b. EAA STA Compartment C
- c. Lakeside Ranch STA
- d. C-111 Spreader Canal
- e. EAA Reservoir
- f. Picayune Strand
- g. C-43 Water Quality and Testing Facility
- h. Biscayne Bay Costal Wetlands
- i. C-43 Reservoir
- j. C-44 Reservoir/STA
- k. Fran Reich Preserve (Site 1)
- l. Broward County WPA
- m. C-23/24 STA
- n. C-23/24 Reservoir

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

2.0 The parties to this Agreement have determined that the public interest would be served by the exchanges identified herein.

2.1 Additional tasks to be undertaken related to this Agreement are as follows:

- a. FPL will provide funding for all appraisals and survey work necessary to effectuate the FPL/SFWMD land exchange contemplated by Paragraph 1.9 of this Agreement.
- b. FPL will ensure the timely completion of appraisals, surveys and engineering planning required to effectuate the FPL/SFWMD land exchange contemplated by Paragraph 1.9 of this Agreement.

2.2 Following the enactment of federal legislation ratifying the Contingent Agreement between NPS and FPL and simultaneously with the NPS-FPL land exchange closing identified in Paragraph 1.9 (a) and (b) of this Agreement, the parties agree to effectuate the exchanges described in Paragraph 1.9 of this Agreement, including executing all the necessary instruments to effectuate the SFWMD-FPL exchanges identified in Paragraphs 1.9 (g), (h), (i), (j), (k) and (n) (as to the SFWMD Permit only) and (d) if the conveyance from the United States to SFWMD has occurred.

2.3 The parties recognize that this Agreement, upon execution by SFWMD and FPL, is a legally binding agreement.

2.4 This Agreement may be executed by the parties on separate counterpart signature pages (including by telecopy) and all such counterpart signature pages taken together with the body of this Agreement shall be deemed to constitute one and the same instrument.

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

2.6 This Agreement shall be governed by the law of the State of Florida.

2.7 Each party represents and warrants that the execution of this Agreement has been duly authorized by it and that this Agreement, upon execution by the other party, is binding on and enforceable against such party in accordance with the terms of this Agreement. No consent to such execution is required from any person, judicial or administrative body, governmental authority or any other person other than any such consent which already has been unconditionally given. Each party hereto represents and warrants that there is no pending litigation, or to the best of their knowledge, threatened litigation that would affect its obligations to perform hereunder.

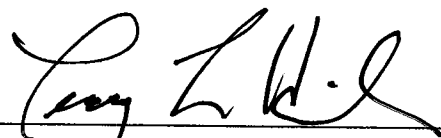
2.8 Notwithstanding any other provision of this Agreement, if the Congress enacts authorizing, ratifying or confirming legislation which amends or alters any of the terms of the FPL/NPS Contingent Agreement in the absence of specific written concurrence of FPL to such amendment or alteration, FPL shall have the right, within ninety (90) days of the enactment of such legislation, to terminate this Agreement without any further obligation hereunder by written notice delivered to SFWMD, and neither Party shall have any further obligations to the other under this Agreement.

2.9 In the event that federal legislation approving, ratifying and confirming the FPL/NPS Contingent Agreement is not enacted into law, this Agreement shall be null and void in all respects and the Parties shall return to their status and rights prior to the execution of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been executed by the parties on the dates shown below:
[Counterpart signature pages to follow.]

Date: _____

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: 


Terry L. Hicks
Vice President of Corporate Real Estate

Date: _____

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT BY ITS
GOVERNING BOARD, a political
subdivision of the State of Florida

By: 
Eric Buerrman, Chair

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL

BY  DATE 8/21/2008

Appendix 1
FPL Property which is authorized for acquisition by the United States
and affected by this Agreement in Concept

Property owned by Florida Power and Light Company located in the East Everglades Acquisition Area, between SW 8th Street and SW 120th Street, Miami, FL:

The West 1/2 of the West 1/2 of the East ½ of the West 1/2 of Section 3, Township. 55 South, Range 38 East.

And

The West ½ of the West ½ of the East ½ of the West 1/2 of Section 10, Township 55 South, Range 38 East, less and except the South 660 feet thereof which is owned by Florida Power and Light Company; subject to a reserved easement for non-native vegetation management in favor of Florida Power and Light Company over the North 82.45 feet of the South 742.45 feet of said Section 10; and over which the U. S. Army Corps of Engineers has an easement, as described in a Declaration of Taking as recorded in Official Records Book ORB 18927, page 2948 of the Public Records of Miami-Dade County, Florida.

And

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

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

And

FPL easements over Government Lot 3:

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

Commence at the Northwest corner of Government Lot 3 which lies between Township 54 South and Township 55 South, Range 38 East, of Dade County, Florida; thence run North 89 degrees, 39 minutes, 28 seconds East, along the north line of said Government Lot 3 for a distance of 40.22 feet to the point of beginning of the parcel of land to be hereinafter described: **From said point of beginning**, run South 4 degrees 22 minutes 17 seconds East for a distance of 75.19 feet; thence run North 89 degrees, 39 minutes, 28 seconds East, along a line 75 feet south of and parallel to the north line of said Government Lot 3 for a distance of 330.19 feet; thence run North 4 degrees, 22 minutes 03 seconds West for a distance of 75.19 feet; thence run South 89 degrees, 39 minutes 28 seconds West, along the north line of said Government Lot 3, for a distance of 330.19 feet to the point of beginning.

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

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

Appendix 1-A is the location map showing the existing FPL property interests.

Appendix 2

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

See attached:

- 1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A)
- 2) Key Map for Route Alignments, 1 sheet dated July 2, 2008, (Appendix 2-B)
- 3) Turkey Point Levee 500 kV Lines, 120th Street Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008, (Appendix 2-C); and
- 4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2 dated July 2, 2008, (Appendix 2-D);
- 5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)
- 6) Conceptual Configuration of Proposed Relocated FPL R/W Along ENP, dated July 20, 2007, (Appendix 2-F)

LEGEND

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

NOTE:

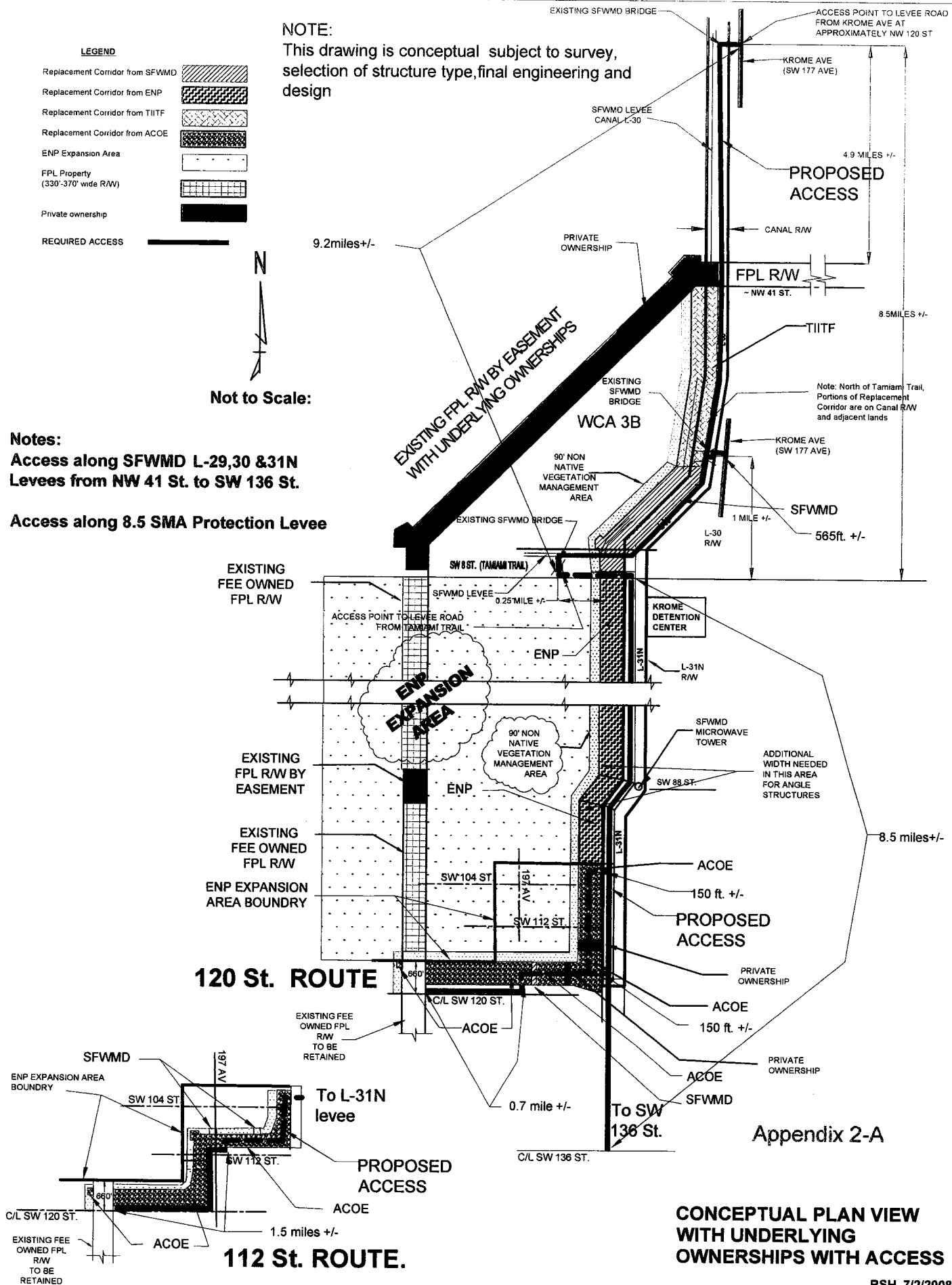
This drawing is conceptual subject to survey, selection of structure type, final engineering and design

Not to Scale:

Notes:

Access along SFWMD L-29,30 &31N Levees from NW 41 St. to SW 136 St.

Access along 8.5 SMA Protection Levee



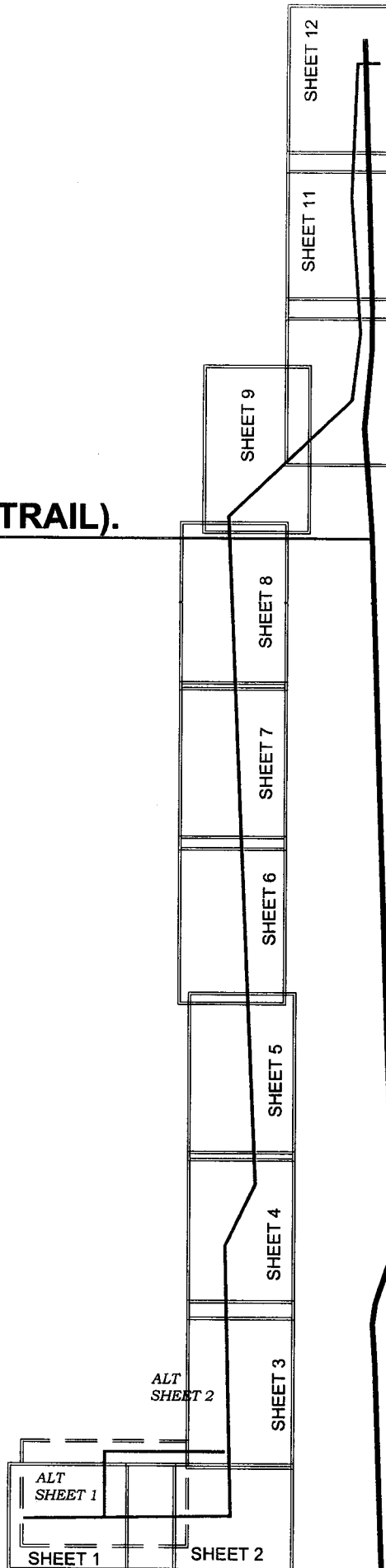
Appendix 2-A

CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS WITH ACCESS

RSH 7/2/2008



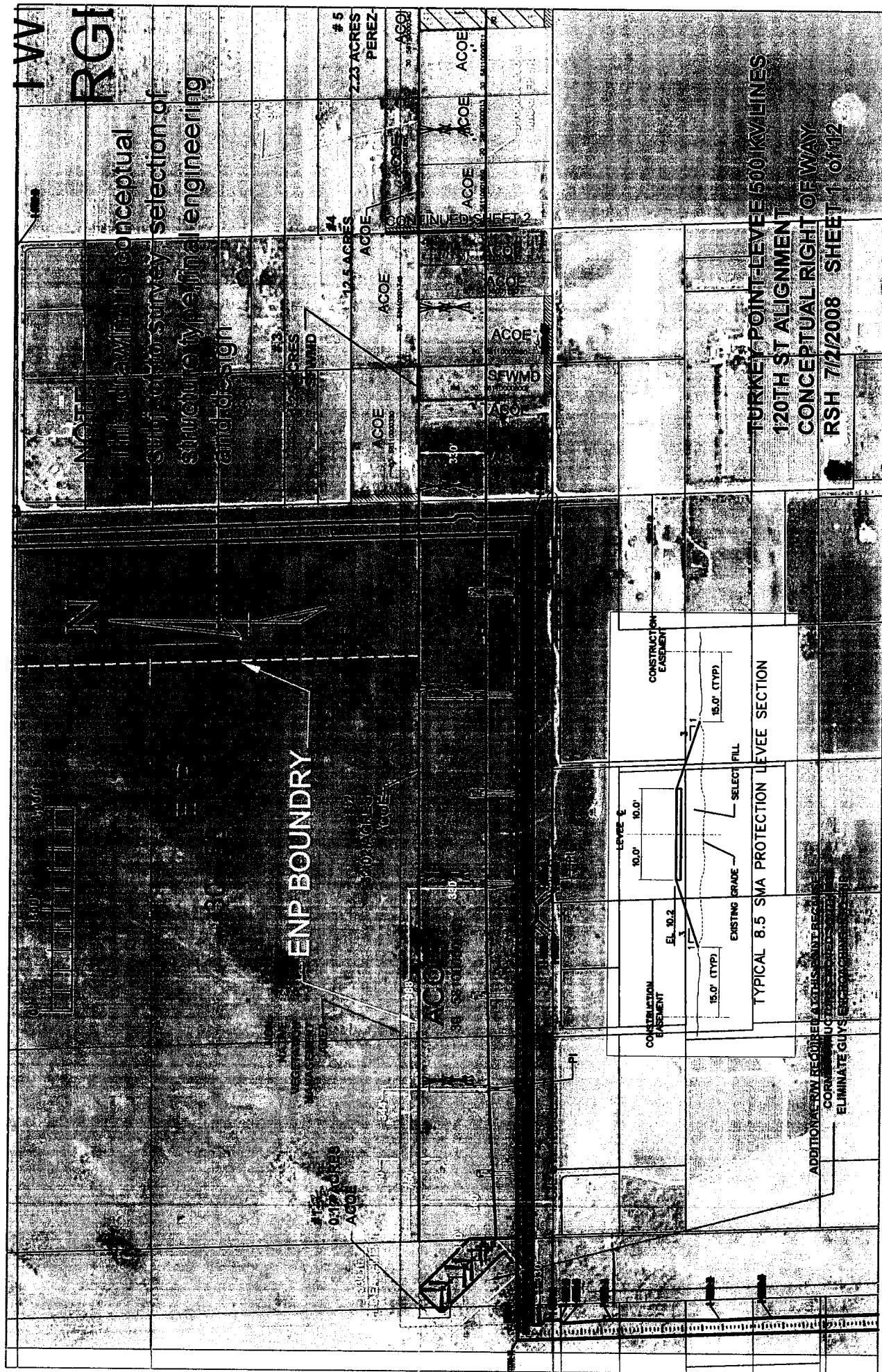
SW 8 ST (TAMIAMI TRAIL).



SW 177 AVE. (KROME).

**KEY MAP
FOR ROUTE
ALIGNMENTS**

RSH 7/2/08



CONTINUED SHEET 4

N



Proposed west line

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 STRAIGHTENING
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 3 of 12

CONTINUED SHEET 2

NOTE:

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

ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE STRUCTURES MOVED WESTERLY TO AVOID GUY ATTACHMENT INTO SFWMD R/W

East line of SFWMD L-31N canal R/W as shown on SFWMD 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

Proposed west line of EPL R/W

CONTINUED SHEET 3

CONTINUED SHEET

NOTE:

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

ENP
30 48260000020

N



ENP BOUNDARY

TURKEY BONT LEVEE SURV LINES

100% ALIGNMENT

CONCEPTUAL RIGHT OF WAY

RSH 7-2-2008 SHEET 5 OF 12

PI

CONTINUED SHEET

Proposed easting
DIFF. RW

CONTINUED SHEET 7

30 48230001150

30 48230001150

NOTE: ENP BOUNDARY

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

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

ENP

30 48260000010

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

CONTINUED SHEET 5

N

500' 1,000'

Proposed easement
5' R/L R/W

NOTE:

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

ENP
30 48140000010

ENP BOUNDARY

N



NOI
NATIVE
VEGETATION
MANAGEMENT
AREA

Proposed west line
of FRL RW

Proposed east line
of FRL RW

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

ENP
3048110000010

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

500' 1,000'

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

CONTINUED SHEET 7

Offset Criteria Per SFWMD (07/02/2007)

Use the greater of either:

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

NOTE

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

SFWMD

30 48010000010



SCALE

NON-NATIVE
VEGETATION
MANAGEMENT

14.7 ACRES
SRWMD

#10
6.71 ACRES
SRWMD

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 8

N67°34'31"E

S87°48'38"W
500.00

NOTE:

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

N

TITF
30 38510000010

0 400 800
SCALE

104.62 ACRES
TITF

CONTINUED SHEET

PL

PL

100' WMD
CANAL
W/W

PROPOSED WEST LINE
OF FPL R/W

PROPOSED EAST LINE
OF FPL R/W

ADDITIONAL R/W REQUIRED IN THIS AREA BECAUSE
STRUCTURES MOVED WEST TO AVOID
GUY ENCH DACHMENT TO TOP OF SLOPE OF FPL WMD LEVEL

ASSUMED TOP
OF SLOPE

TURKEY POINT LEVEL 330 KV LINES
100 FT ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 10 of 12

CONTINUED SHEET

N

SFWMD

30 3836000000050

30 3836000000040

NOTE:

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

SCALE
1" = 400'

PROPOSED WEST LINE
OF FPL R/W

PROPOSED EAST LINE
OF FPL R/W

TITLE

30 3836000000100

West line of
L-30 Canal
R/W line

Offset Criteria Per SFWMD (07/02/2007)

Use the greater of either:

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

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

CONTINUED SHEET

NOTE:

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

N

400' 300'

To existing
Levee sub

PROPOSED WEST LINE
OF FPL ROW

PROPOSED EAST LINE
OF FPL ROW

Offset Criteria Per SEWMB-07/02/2007

Use the greater of either:

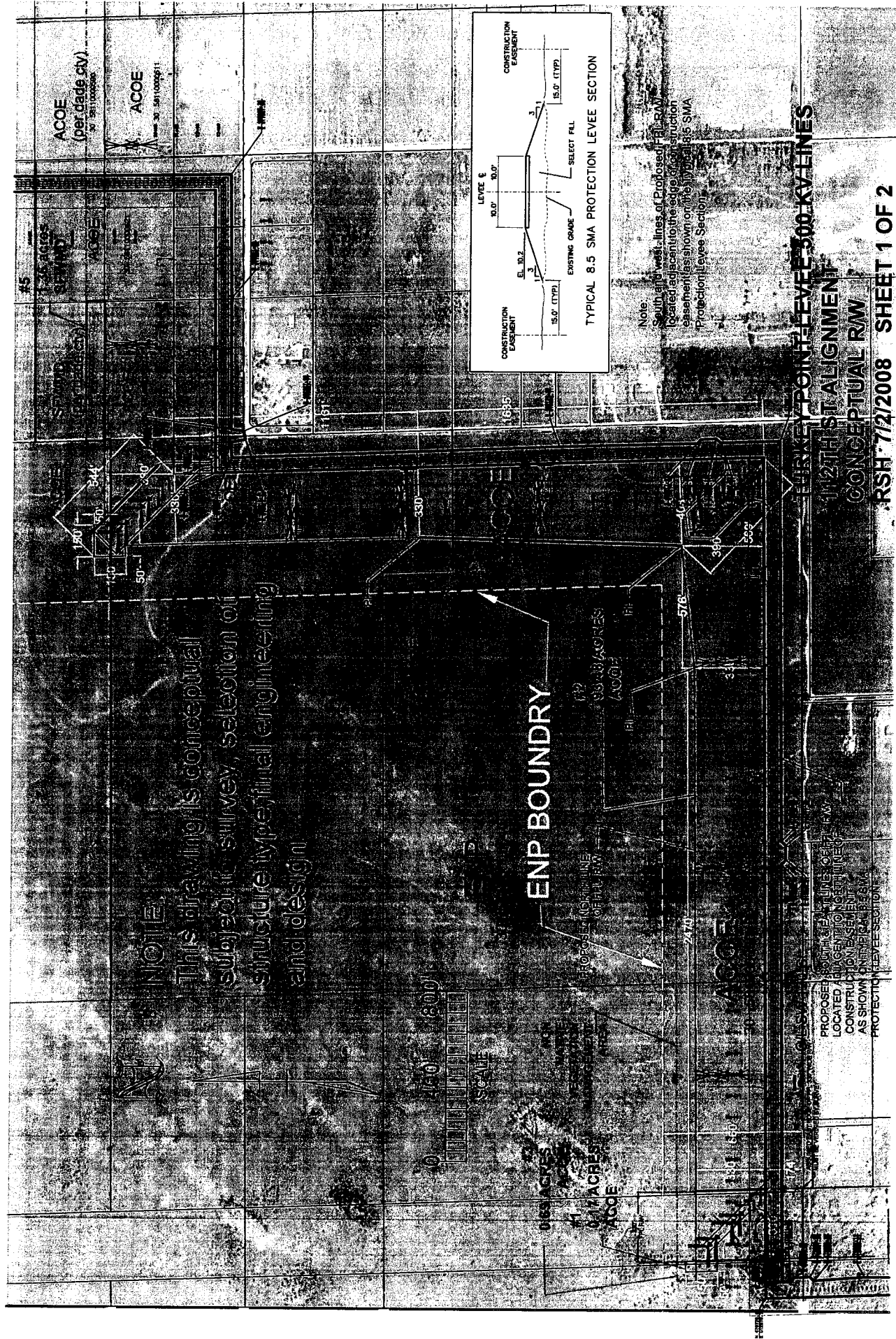
- 1) 102 feet from the west side of the Canal
(E-34N South of S-335 and E-30 North of S-335) or
- 2) 40 feet perpendicular to the levee's western toe

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

CONTINUED SHEET

MD
0000050

8230000040



NOTE: **SEC 2,**
This drawing is conceptual
subject to survey selection, of
structure type, final engineering
and design. **TWP 55S,**
RGE 38E



CONTINUED ON
120 ST ALIGNMENT
SHEET 3

#6
1.36 acres
SFWM

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

ACOE
(per dade cty)

ACOE
(per dade cty)

SFWM
(per dade cty)

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

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ACOE

ACOE

ACOE

ACOE

ACOE

ACOE

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

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

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

All Sections:

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

ACOE

From FPL R/W just north of SW 120th Street East to exit from inside 8.5 SMA Protection Levee

Use SFWMD 8.5 SMA Protection Levee for access to facilities. The access to the relocated right of way will be from the levee along and outside of the relocated right of way (except for those sections of the levee that cross the relocated right of way).

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

For alternate route along 112th Street.

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

From 8.5 SMA Protection Levee East to L-31N, then north to ENP Boundary (near SW 100th Street)

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

SFWMD and TITF

From ENP Boundary (near SW 100th Street) to SW 8th Street.

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

From SW 8th Street to NW 41st Street

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

For these segments, easement must also grant rights to

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

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

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

All Sections:

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

ACOE

From FPL R/W just north of SW 120th Street East to exit from inside 8.5 SMA Protection Levee

Use SFWMD 8.5 SMA Protection Levee for access to facilities. The access to the relocated right of way will be from the levee along and outside of the relocated right of way (except for those sections of the levee that cross the relocated right of way).

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

For alternate route along 112th Street.

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

From 8.5 SMA Protection Levee East to L-31N, then north to ENP Boundary (near SW 100th Street)

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

SFWMD and THTF

From ENP Boundary (near SW 100th Street) to SW 8th Street.

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

From SW 8th Street to NW 41st Street

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

For these segments, easement must also grant rights to

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

CONCEPTUAL CONFIGURATION OF PROPOSED RELOCATED FPL RW ALONG ENP

2-SINGLE POLE SINGLE CIRCUIT 500 KV LINES

1-SINGLE POLE DOUBLE CIRCUIT AND 1 SINGLE
POLE SINGLE CIRCUIT 230 KV LINES

The east edge of the relocated FPL RW was determined utilizing
the following criteria provided by the SFWMD:

- 1) No closer than 102' to the western edge of the SFWMD L-31 canal.
- 2) The lesser of the distances to the western edge of the SFWMD L-31 canal from the following:
 - a. A point 14' west of the west toe of slope of the existing levee.
 - b. 110' to the west edge of the canal.

500 KV LINES

3 BUNDLED 1272 ACS/AW CONDUCTORS

2-7 #8 AW OHGW's

1050' +/- SPANS, OR DISTANCE BETWEEN POLES

230 KV LINES

1431 ACS/AW & 7#8 AW OHGW's

500' +/- SPANS

LOOKING NORTH

In some cases in order to eliminate angles in the transmission line, the RW line is located between points a and b or further west.

NOTES:

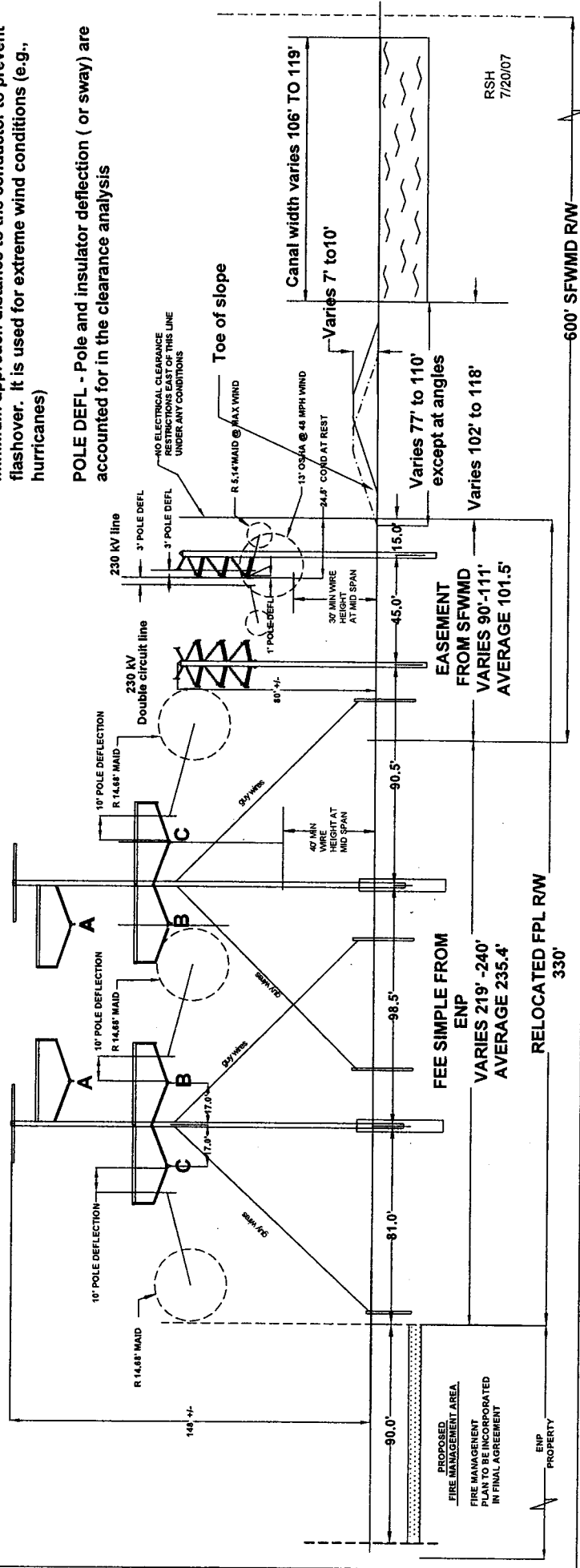
- 1) Cross sections are based on Georeferenced aeriels and drawings supplied by SFWMD, no survey work has been performed to verify this data at this time.
- 2) Cross sections depict tangent design only. Areas requiring angle structures will require wider Right of Way
- 3) All dimensions are approximate pending survey and design

DEFINITIONS:

OSHA - Occupational Safety and Health Administration. This circle shows the minimum approach distance to be maintained. It is developed for a 6psf wind (~48 mph). Normal work is stopped at 35 mph winds.

MAID - Minimum Air Insulation Distance. This shows the minimum approach distance to the conductor to prevent flashover. It is used for extreme wind conditions (e.g., hurricanes)

POLE DEFL - Pole and insulator deflection (or sway) are accounted for in the clearance analysis



Appendix 3

LANDS NORTH OF TAMiami TRAIL **TO BE RELEASED BY FPL TO SFWMD AND TIIF**

A strip of land 330 feet in width, being 165 feet on each side of a centerline, running through Section 3, Township 54 South, Range 38 East, Excess Government Lots 3 and 2 between Townships 53 and 54 South, Range 38 East and Sections 35, 36, 25 and 24, Township 53 South, Range 38 East, all of Dade County, Florida, said centerline being described as follows:

Begin at a point on the South line of said Section 3, 205.13 feet East of the Southwest corner of said Section 3; thence run North 2 degrees 16 seconds 30 minutes W, along a line 205 feet East of and parallel to the Northerly extension of the West line of Section 10, Township 54 South, Range 38 East, for a distance of 790.00 feet to a point, this point to be known as Point "A" and having coordinates of X-655,043.47 and Y-519,777.40; thence run N 38 degrees 58 minutes 55 seconds E for a distance of 23,070.42 feet to a point, this point to be known as Point "B" and having coordinates of X-699,556.51 and Y-537,711.06; thence run S 89 degrees 48 minutes 43 seconds E for a distance of 772.49 feet to the East line of said Section 24, this point being 205 feet North of the Southeast corner of said Section 24 and being the end of said centerline.

Together with the following described parcels: Parcel "A": Commence at above described Point "A", thence run N71 degrees 38 minutes 48 seconds W for a distance of 176.30 feet to Point of Beginning: From said P.O.B., thence run N38 degrees 58 minutes 55 seconds E for 131.18 feet; thence run N 51 degrees 01 minutes 05 seconds W for 50.00 feet; S 38 degrees 58 minutes 55 seconds W for 150.00 feet; thence run S 2 degrees 16 minutes 30 seconds E for 150.00 feet; thence run N 87 degrees 43 minutes 30 seconds E for 50 feet; thence run N 2 degrees 16 minutes 30 seconds W for 131.18 feet to P.O.B. Parcel "B": Commence at above described Point "B", thence run N 25 degrees 24 minutes 54 seconds W for a distance of 182.97 feet to Point of beginning: From said P.O.B., thence run S 89 degrees 48 minutes 43 seconds E for 126.04 feet; thence run N 0degrees 11 minutes 17 seconds E for 50.00 feet; thence run N 89 degrees 48 minutes 43 seconds W for 150.00 feet; thence run S 38 degrees 58 minutes 55 seconds W for 150.00 feet; thence run S 51 degrees 01 minutes 05 seconds E for 50.00 feet; thence run N 38 degrees 58 minutes 55 seconds E for 126.04 feet to P.O.B.

Subject to the common right-of-ways of Levees L-29 and L-30, and Krome Avenue (S.R. 27) which line within the above described boundary limits.

EXHIBIT A

Utility Easement by and between FPL and SFWMD

Prepared by and Return to Following Recording:
Patricia Lakhia, Esq (Law/JB)
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida (“**Grantor**”) with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (“**Grantee**”), whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns, an easement forever for a utility corridor being a minimum 330 feet in width, but no greater than 450 feet in width (in the area of corners and turns), to be used for the construction, operation and maintenance of overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, pads, trails and equipment associated therewith, attachments and appurtenant equipment for communication facilities for Grantee’s sole use, (all of the foregoing hereinafter referred to collectively as “**facilities**”) over, under, in, on, upon, through and across the lands of the Grantor situated in the Miami-Dade, County, Florida and being more particularly described on **Exhibit “A-1”**, attached hereto and made a part hereof, and for those lands acquired by Grantor from the United States Army Corps of Engineers and for lands owned by Grantor in the vicinity of SW 120th Street, Miami, Florida Grantor hereby grants Grantee the right to an easement forever for a utility corridor being a minimum 330 feet in width, but no greater than 584 feet in width (in the area of corners and turns), to be used for the construction, operation and maintenance of overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, transmission structures, towers, cables, conduits, anchors, guys, roads, pads, trails and equipment associated therewith, attachments and appurtenant equipment for communication facilities, and the right to construct, operate and maintain one or more pipelines and appurtenant equipment for the transmission of substances (all of the foregoing hereinafter referred to collectively as “**facilities**”) over, under, in, on, upon, through and across the lands of the Grantor situated in the Miami-Dade, County, Florida and being more particularly described on **Exhibit “A-2”**, attached hereto and made

a part hereof, (the lands described in Exhibit "A-1" and Exhibit "A-2" collectively being the "Easement Area") together with the right and privilege from time to time to reconstruct, inspect, alter, improve, replace and remove such facilities, upon, across, over, under and or through the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees, undergrowth and other obstructions within the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder, but not the right to add additional circuits beyond that shown in **Appendix 2-3**, or increase the voltage of such facilities or change the nature of such facilities without Grantor's prior written approval which approval shall not be unreasonably withheld, conditioned or delayed.

Grantor, however, reserves the right and privilege to use the Easement Area for such other purposes, except as herein granted, or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees, that no portion of the Easement Area shall be excavated, altered, obstructed, improved, or surfaced. Grantor and Grantee agree that the Easement Area may be flooded by Grantor provided that no portion of Grantee's facilities is flooded above 10.5 feet NGVD 1929 elevation. Grantor further agrees that no portion of the Easement Area shall be paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for flood control purposes) shall be located, constructed, maintained or operated over, under, upon, through or across the Easement Area by the Grantor, or the successors or, assigns of Grantor without the prior written approval of the Grantee, or its successors or assigns, which may not be unreasonably withheld, conditioned or delayed. Grantor and Grantee also agree that the Easement Area may be flooded by Grantor provided that no portion of Grantee's facilities constructed adjacent to the L-31 levee shall be flooded above 10.5 feet NGVD 1929 elevation. The above-limitations on water elevations undertaken by Grantor does not create a contractual obligation for Grantor to otherwise provide flood control or protection to FPL as a result of rainfall or weather events.

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

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

To Grantor:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida 33406
Telephone: (561) ____-____

To Grantee:

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

with a copy to:

Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: 561-304-5261

As a condition precedent to entry within the Easement Area by any Grantee contactor, subcontractor, agent, representative, licensee, or invitee, Grantee shall require such contactor, subcontractor, agent, representative, licensee, and invitee to provide to the Grantor insurance with the same protection and insurance coverages required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by the Grantor.

Grantee agrees to secure any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easement Area; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Easement Area by Grantee.

Grantee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be stored on the Easement Area. Grantee agrees further that in the event it should create a hazardous condition on the Easement Area, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

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

IN WITNESS WHEREOF, the Grantor has executed this Agreement this _____ day of _____, 2008.

Signed, sealed and delivered
presence of:

Signature
Print Name: _____

Signature:
Print Name: _____

Signed, sealed and delivered
presence of:

Signature
Print Name: _____

Signature:
Print Name: _____

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Its: _____
Print Name: _____

FLORIDA POWER & LIGHT
COMPANY

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

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared _____, _____ (title) of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, personally known to me to be the persons who subscribed to the foregoing instrument or who produced _____ as identification, and acknowledged that _____ executed the same on behalf of SOUTH FLORIDA WATER MANAGEMENT DISTRICT and acknowledged that _____ he was duly authorized so to do.

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

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "A-1"

[Legal description to be provided following survey and is subject to approval of the parties]

Exhibit "A-2"

[Legal description to be provided following survey and is subject to approval of the parties]

EXHIBIT B

Prepared By and Return to Following Recording:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408-0420
Folio No. _____

PARTIAL RELEASE OF PERMIT AGREEMENT

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0420 (the "**FPL**"), the owner and holder of that certain Permit Agreement recorded in the public records of Miami-Dade County Florida recorded in Official Record Book 7343 at page 940 (the "**Permit**"), for and in consideration of certain benefits accruing to it, does hereby release unto the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("**SFWMD**") so much of said Permit and any other right, title, or interest as lies within the property described on the attached Exhibit "A" which is incorporated herein by reference ("**Property**"), but excluding FPL's easements over private land and land owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida except to the extent that SFWMD has an easement or reserved rights over the Property, including the right to flow water or construct certain flood and water control related improvements, in which case FPL releases SFWMD's easement from such Permit rights and any other right, title, or interest of FPL.

And hereby agrees that from and after the date hereof the Property shall be freed of said Permit and the rights and privileges granted therein and any other right, title or interest of FPL in the Property, excluding FPL's easements over private land and land owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida, which easements and rights thereunder are expressly retained as provided above. **This release applies only to the Property and in no way affects other lands covered by the Permit.**

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

Signed, Sealed & Delivered in
The Presence of:

FPL:
FLORIDA POWER AND LIGHT
COMPANY

Print Name: _____

Print Name: _____

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

ACKNOWLEDGMENT

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

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

Notary Public

Print
My Commission Expires: _____

Exhibit "A"

[Legal Description to be provided]

EXHIBIT C

Non-Native Vegetation Management Easement from the South Florida Water Management District to FPL

Prepared by and Following Recording Return to:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33404-0420

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Sec._____, Twp_____, Rge_____
Parcel I.D. _____

The SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 ("SFWMD"), in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and gives to FLORIDA POWER & LIGHT COMPANY, a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, Florida 33408, its employees, licensees, contractors, sub-contractors, agents, successors, and assigns (collectively, "FPL"), an easement forever for the purpose of removing fire prone exotics including but not limited to Melaleuca and Australian pine, within the following easements or parcels of land, each being ninety (90) feet in width, and more particularly described on the attached Exhibit "A" which is incorporated herein by reference ("Easement Area").

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

FPL agrees to secure any and all applicable federal, state, and local permits required in connection with FPL's use of the Easement Area; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Easement Area by FPL.

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

FPL agrees that it will not use the Easement Area in any manner which will interfere with SFWMD's use of the Easement Area or cause a hazardous condition to exist. FPL agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be stored on the Easement Area. FPL agrees further that in the event it should create a hazardous condition on the Lands, then upon notification by SFWMD, FPL shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

FPL must repair any damage to the Easement Area resulting from FPL's use thereof under this Easement. If FPL fails to repair the Easement Area resulting from FPL's use within thirty (30) days from the date of SFWMD's written notice to FPL of such damage (or within such time as agreed upon in writing by SFWMD and FPL), SFWMD may, at its sole option, repair the Easement at FPL's sole cost and expense. In the event that SFWMD exercises its rights of repair, SFWMD shall submit a written demand for such costs and expenses to FPL, and FPL shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from SFWMD. If FPL fails to pay such costs in the time frame provided in this Section 3, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "**Default Rate**").

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

To SFWMD:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida
Telephone: (561) ____ - ____

To FPL:

Vice President of Corporate Real Estate
Florida Power & Light Company

700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: (561) 691-2123

with a copy to:

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

As a condition precedent to entry within the Easement Area by FPL or its contactor, subcontractor, agent, representative, licensee, or invitee, FPL shall require such FPL contactor, subcontractor, agent, representative, licensee, and invitee to provide to the SFWMD insurance with the same protection and insurance coverages required by and afforded to the FPL. FPL shall also require that the SFWMD be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by SFWMD.

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

[Remainder of page intentionally blank; Signature pages follow]

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

Signed, Sealed & Delivered in
The Presence of:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,

A public corporation of the State of
Florida

Signature:
Print Name: _____

by: _____
Print Name: _____
Address: _____

Signature:
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this ____ day of _____, 2008 before me, the undersigned notary public, personally appeared _____ of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she/they executed the same on behalf of said entity and was duly authorized to do so.

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

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

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

Executed in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY

Print Name: _____

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

Print Name: _____

ACKNOWLEDGMENT

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

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

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

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

Exhibit "A"

**Legal Description of
NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT**

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

EXHIBIT D

Access Easement from South Florida Water Management District to FPL

This Instrument Prepared by and Return to:

Patricia Lakhia, Esq.
Florida Power & Light Company
700 Universe Blvd – Law Dept.
Juno Beach, Florida 33408

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made and entered into as of this _____ day of _____, 2008, by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, an public corporation of the State of Florida, with an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 ("**Grantor**") and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, having its principal office and place of business at 700 Universe Boulevard, Juno Beach, Florida 33408, ("**FPL**", also referred to herein as "**Grantee**").

1. Grant of Easement. Grantor, for and in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to FPL, its agents, employees, contractors, sub-contractors, invitees, successors and assigns, a non-exclusive access easement in favor of FPL, in, on, over, under and across the property more particularly identified on the attached **Exhibit "A"** to this Easement (the "**Easement Property**"), which Exhibit is made a part hereof, for ingress and egress by FPL and its agents, employees, contractors, sub-contractors, invitees, successors and assigns, on foot and by motor vehicle, including trucks and heavy equipment and with materials, to and from FPL's facilities located on adjacent lands and more particularly described in the attached **Exhibit "B"** attached hereto and made a part hereof, and for the construction and maintenance of finger roads and pads to serve such FPL facilities. This easement is granted with all rights necessary and convenient for the full use and enjoyment of the Easement Property for the purposes described herein, including without limitation the right of FPL to use any existing or future road on the Easement Property, and the right of FPL to install, maintain, improve or modify fences/gates (with FPL promptly providing Grantor with keys to all such fences/gates), ramps, roads and bridges to allow for safe access for personnel, vehicles, materials and equipment, subject to SFWMD's advance review and written approval, which may not be unreasonably withheld, conditioned or delayed, of any FPL proposal to install, improve, or modify fences/gates, ramps, roads, or bridges.

2. Term of Easement. This Easement shall be perpetual.

3. Compliance With Laws. FPL shall at all times observe in its use of the Easement Property all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations.

4. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous.

(a) All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

(b) Grantor hereby reserves the right to use the Easement Property for all uses not interfering or inconsistent with the Easement permitted herein in any material respect. At no time will the Easement Property be obstructed by Grantor or Grantee or by any object which would prohibit or impair access, ingress or egress to and from the Easement Property or any lands owned, controlled or used by Grantor or Grantee. Grantee shall also keep the Easement Property free of rubbish or other hazards as a result of Grantee's use.

(c) Grantee has the right but not the obligation to maintain the Easement Property but must repair any damage to the Easement Property resulting from Grantee's use thereof under this Easement. If Grantee fails to repair the Easement Property resulting from Grantee's use within thirty (30) days following Grantor's written notice to Grantee of such damage (or within such time as agreed upon in writing by Grantor and Grantee), Grantor may, at Grantor's sole option, repair the damage to the Easement Property at Grantee's sole cost and expense. In the event Grantor exercises its rights of repair, Grantor shall submit a written demand for such costs and expenses to Grantee, and Grantee shall pay the indicated cost of any such repair or maintenance within forty-five (45) days of the date of demand of the same from Grantor. If Grantee fails to pay such costs in the time frame provided, then any such unpaid amounts shall bear interest at the highest rate permitted by applicable law (the "**Default Rate**").

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

To Grantor:

Director, Land Acquisition
South Florida Water Management
3301 Gun Club Road
West Palm Beach, Florida 33406
Telephone: (561) ____ - ____

To Grantee:

Vice President of Corporate Real Estate

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

with a copy to:

Law Department
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
Telephone: 561-304-5261

(e) As a condition precedent to entry within the Easement Property by Grantee or its contactor, subcontractor, agent, representative, licensee, or invitee, Grantee shall require such contactor, subcontractor, agent, representative, licensee, and invitee to provide to the Grantor insurance with the same protection and insurance coverages required by and afforded to the Grantee. Grantee shall also require that the Grantor be named as an additional insured on all such insurance and said liability insurance shall be primary to any liability or property insurance carried by the Grantor.

(f) Grantee shall secure any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easement Area; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Easement Area by FPL.

(g) Grantee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be stored on the Easement Property. Grantee agrees further that in the event Grantee should create a hazardous condition on the Easement Property, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation.

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

6. Amendments. This Easement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

EXECUTED as of the date and year first above written.

[Remainder of page intentionally blank; Signature pages follow]

ACCESS EASEMENT

[Signature page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT,
A public corporation of the State of Florida

Name: _____

By: _____
Print
Name _____
Title: _____

Name: _____

STATE OF FLORIDA)
)ss.
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this _____ day
_____, 2008, by _____, _____ of South Florida Water
Management District, a public corporation of the State of Florida, personally known to me or
who has produced _____ as identification and acknowledged that ___he
executed same on behalf of said entity and was duly authorized to do so.

Notary Public, State of Florida

My Commission No:
My Commission Expires

ACCESS EASEMENT

[Signature page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Name: _____

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

Name: _____

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

THE FOREGOING instrument was acknowledged before me this _____ day
_____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of Florida Power &
Light Company, a Florida corporation, personally known to me and acknowledged that he
executed same on behalf of said corporation and was duly authorized to do so.

Notary Public, State of Florida

My Commission No:
My Commission Expires

EXHIBIT A

THE EASEMENT PROPERTY

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

EXHIBIT B

FPL Adjacent Facilities Property

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

Exhibit E

Prepared By and Return To:

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

(This space reserved for recording information)

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT ("*Agreement*") is executed this ____ day of _____, 2008 by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, 3301 Gun Club Road, West Palm Beach, FL 33406 ("*SFWMD*") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, 700 Universe Boulevard, Juno Beach, FL 33408 ("*FPL*"). SFWMD and FPL are sometimes individually referred to herein as a "party" and collectively as the "parties".

RECITALS:

WHEREAS, FPL has acquired certain land interests encumbering real property located in Miami-Dade County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof ("*Property*");

WHEREAS, SFWMD (or SFWMD through its predecessor entity, the Central and Southern Florida Flood Control District or Everglades Drainage District) is the beneficiary of certain easements and reserved rights over the Property including but not limited to those described in the Public Records of Miami-Dade County, Florida in Official Records Book ("*ORB*") 3344 at page 22, ORB 8066 at page 814, ORB 3236 at page 582, ORB 3364 at page 248, ORB 2633 at page 850, ORB 3296 at page 459, ORB 3292 at page 385 and ORB 3356 at page 394, which include the right to construct certain flood and water control related improvements on the Property, which easement rights burden all or a portion of the Property (the "*SFWMD Easements*"); and

WHEREAS, FPL's land interests on the Property include but are not limited to the right to construct transmission lines and appurtenant facilities on the Property, and access to and from such facilities, all of which burden the Property or a portion thereof (collectively, the "*FPL Easements*"); and

WHEREAS, the parties desire to enter into this Agreement to assure FPL and SFWMD of the benefits of their respective Easements.

AGREEMENTS:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination.** SFWMD agrees, if the FPL transmission pads are constructed upon a minimum 10.5 feet NGVD elevation, that SFWMD's rights under the SFWMD Easements to construct improvements within the area encumbered by the FPL Easements, shall be and are hereby declared to be, and at all times hereafter shall be and remain, subject and subordinate in all respects to the FPL Easements and to all modifications and restatements thereof, with the same force and effect as if the FPL Easements had been executed and delivered prior to the execution and delivery of the SFWMD Easements, and without regard to the priority of recording of the SFWMD Easements and FPL Easements. SFWMD and FPL agree that such subordination does not include a subordination of SFWMD's rights to flood or flow the land as set forth in the SFWMD Easements, however, that SFWMD agrees that neither temporary nor permanent flood elevations on the FPL Easements will exceed 10.5 feet NGVD 1929 elevation. The above-limitation on water elevations undertaken by Grantor does not create a contractual obligation for Grantor to otherwise provide flood control or protection to FPL as a result of rainfall or weather events.

2. **Non-Disturbance.** SFWMD agrees, if the FPL transmission pads are constructed upon a minimum 10 feet NGVD elevation, that in the exercise of SFWMD's rights under the SFWMD Easements, as the same may be amended from time to time, SFWMD shall not interfere with, interrupt or impair, in any way: (i) FPL's use and enjoyment of the FPL Easements, in accordance with the terms and provisions of this Agreement and/or the FPL Easements or (ii) FPL's exercise of any other rights under the FPL Easements.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective successors and assigns.

4. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document.

5. **Amendment.** This Agreement may only be amended by an instrument in writing executed by all parties hereto.

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

SFWMD:
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,
a public corporation of the State of Florida

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL

BY McCombs DATE 8/18/2008

By: _____
Print Name: _____
Title: _____

FPL:
FLORIDA POWER & LIGHT COMPANY,
A Florida corporation

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

ACKNOWLEDGMENT

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

The foregoing instrument was duly acknowledged before me this _____ day of _____, 2008, by _____, _____ of SOUTH FLORIDA WATER MANAGEMENT DISTRICT a public corporation of the State of Florida, who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

Notary Public, State of Florida

Notary Printed Name

My Commission Expires:

ACKNOWLEDGMENT

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

The foregoing instrument was duly acknowledged before me this _____ day of _____, 2008, by Terry L. Hicks, Vice President of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

Notary Public, State of Florida

Notary Printed Name

My Commission Expires:

EXHIBIT A

Legal Description

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