

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

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

I. Recitals

- 1.1 The Everglades National Park Protection and Expansion Act of 1989, 16 U.S.C. § 410r-5 *et seq.* expanded the boundaries of the ENP to include approximately 107,600 acres south of the Tamiami Trail, and through that Act and additional legislation authorized the United States (i.e., National Park Service, the "**NPS**") to acquire lands within the designated area ("**ENP Expansion Area**"). The purposes of the expansion of ENP include the preservation of the outstanding natural features of the park, enhancement and restoration of the ecological values, natural hydrologic conditions, and public enjoyment of such area by adding the area commonly known as the Northeast Shark River Slough and the East Everglades, and assurance that the park can maintain the natural abundance, diversity, and ecological integrity of the ecosystem. NPS and as well as the ACOE are further authorized by 16 U.S.C. § 410r-8 to acquire lands in addition to the designated 107,600 acres for the purposes of the construction of Modified Water Deliveries to ENP.
- 1.2 FPL is a utility in the State of Florida and responsible for supplying safe, reliable electrical power to the citizens of Florida.
- 1.3 FPL owns, and has owned since the 1960's and early 1970's, a 330' to 370' wide corridor of property through what has become the ENP Expansion Area, and in additional areas authorized for acquisition by the NPS and the ACOE (collectively, the "**FPL Property**"). The FPL Property is a corridor of approximately 7.4 miles in length approximating 320 acres.
- 1.4 FPL asserts that the FPL Property is a vital portion of a contiguous forty (40) mile corridor essential for the placement of critical infrastructure

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

- 1.5 NPS asserts that utilization of the present FPL Property for an electrical transmission corridor which would bisect a portion of the ENP Expansion Area and may be contrary to the intended purposes of the ENP Expansion Area.
- 1.6 NPS, ACOE and South Florida Water Management District ("**SFWMD**") have identified property at the eastern and southern edges of the ENP Expansion Area, and on and adjacent to the SFWMD L-29/30 and L-31N canal rights-of-way (all as more particularly described in **Appendix 2-1** and **Appendix 2-1A** to this Agreement), for the relocation of FPL's lands, where use as a prospective utility corridor will have substantially less impact on the ENP, including the ENP Expansion Area, the Modified Waters Delivery Project and CERP (the "**Replacement Corridor**").
- 1.7 ACOE has, in order to facilitate the implementation of the Modified Water Delivers plan, CERP and to assist the ENP, agreed to provide certain easements to FPL as more particularly shown in **Appendix 2-1** to this Agreement, free and clear of all liens, restrictions and encumbrances other than those accepted by FPL in writing, in exchange for FPL's grant of certain road/bridge, channel, flowage and construction easements to ACOE over a portion of FPL's fee-owned land along Tamiami Trail.
- 1.8 ACOE has also, in order to facilitate the implementation of the Modified Water Deliveries plan, CERP and to assist the ENP, agreed to issue a Consent to Easement over the lands more particularly described on the attached Appendix 7 and lying within the proposed Replacement Corridor, allowing for the right to construct improvements, including but not limited to construction, placement, operation, and maintenance of utility facilities, including transmission lines and appurtenant facilities, pipelines and communication facilities.
- 1.9 Following FPL's receipt of: i) the FPL/NPS Contingent Agreement (more specifically that certain Contingent Agreement for an Exchange of Lands between the United States of America acting through the National Park Service and Florida Power & Light Company for the Exchange and Relocation of Florida Power & Light Company's Lands and Interests in Lands Located in or adjacent to the Everglades National Park Expansion Area dated July 24, 2008 (the "**FPL/NPS Contingent Agreement**")), relating to the replacement of the FPL Property with the Replacement Corridor, executed by the United States acting through the National Park Service; ii) complimentary Bilateral Agreement executed by SFWMD; iii) complimentary Bilateral Agreement executed by TIITF/DEP and evidence of formal approval of such agreement by TIITF's Board; and iv) this Agreement executed by the ACOE (collectively, the "**Prerequisites**"), FPL will deliver to the ACOE an executed perpetual road/bridge, channel

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

- 1.10 The Parties agree to execute and exchange the instruments effectuating the land exchanges contemplated in this Agreement and more particularly identified in Paragraph 1.11 of this Agreement, in substantially the form attached hereto as **Appendices 1A through and including 7A** of this Agreement (the "**Instruments**"), according to the schedule set forth in Paragraph 1.11 of this Agreement. Unless this Agreement terminates pursuant to its terms, FPL and ACOE agree not to alienate, encumber, significantly alter the physical condition of, or otherwise effect a material change in, the management of any of their respective lands or interest in lands proposed to be exchanged or conveyed by this Agreement until FPL and ACOE complete the exchange of land interests under this Agreement.
- 1.11 ACOE and FPL shall (unless such time is extended, in writing, by mutual agreement of the Parties), and subject to the terms and conditions of this Agreement, execute and exchange the Instruments effectuating the exchange of the following property interests as more particularly described in Appendices 1 through 7A inclusive of this Agreement, which Appendices are incorporated herein by reference and made a part hereof, according to the following schedule:
 - a. That, within five (5) business days of FPL's receipt of the Prerequisites, **FPL** shall grant ACOE a perpetual, fifty feet (50') wide easement for the construction, operation and maintenance of a road/ bridge, channel and a five (5) year flowage easement, over the lands more particularly described in **Appendix 1** to this Agreement (the "**Road/ Bridge, Channel and Flowage Easements**"). The Road/ Bridge, Channel and Flowage Easements shall be in substantially the form of the attached **Appendix 1A**.
 - b. That, within five (5) business days of FPL's receipt of the Prerequisites, FPL shall grant to the ACOE a temporary, fifty feet (50') wide Construction Easement over the lands more particularly described in **Appendix 2** to this Agreement (the "**Temporary Construction Easement**"). The Construction Easement shall be in substantially the form of the attached **Appendix 2A**.
 - c. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, the ACOE shall grant to FPL a perpetual utility easement, being a minimum three hundred thirty feet (330') in width, but no greater than five

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

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

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

- e. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, ACOE shall grant FPL a perpetual easement for access to and from FPL's facilities, that are located within the FPL Replacement Corridor, on foot and by motor vehicle including but not limited to trucks, trailers, cranes and other heavy equipment and with materials, as shown in **Appendix 2-1** (the "**Access Easement**"). The Access Easement shall be over the lands described in **Appendix 6**. Access Easement shall be in substantially the form of the attached **Appendix 6A**.
- f. That, following enactment of federal legislation ratifying the FPL/NPS Contingent Agreement and simultaneously with the NPS-FPL land exchange closing, the ACOE shall provide FPL with a Consent to Easement approving the construction of the FPL Replacement Corridor over certain lands encumbered by ACOE flowage easements which restrict the initiation of construction without prior approval from the ACOE. The Replacement Corridor lands affected by ACOE flowage easements are more particularly described on the attached **Appendix 7** which is made a part hereof. The Consent to Easement shall be in substantially the form of the attached **Appendix 7A** which is made a part hereof. ACOE agrees to use best efforts to cooperate and share information in the possession of ACOE with FPL as necessary to facilitate the creation of **Appendix 7** in a timely and cost effective manner.

- 1.12 The Parties recognize and intend that in addition to this Agreement, separate but complementary agreements may be negotiated and executed involving the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida ("***TIITF***"), a state agency, the SFWMD, a public corporation of the State of Florida and the NPS; with the agreement between FPL and NPS being the "***FPL/NPS Contingent Agreement***".
- 1.13 The use of the terms "corridor", "utility corridor" and "replacement corridor" in this Agreement is not an admission or acknowledgment by the U.S. Army Corps of Engineers, that the use of the FPL Property as a utility corridor is permissible or suitable as FPL has not begun the permitting process.

- 2.1 Upon execution of this Agreement, the Parties agree to pursue the exchange of lands and interests in lands as described in this Agreement.
- 2.2 FPL and ACOE agree to support the terms of this Agreement. The Parties mutually agree that they will not seek to alter or have altered the terms of this Agreement, or pursue legislation that would have the effect of altering this Agreement, without first trying in good faith and with due diligence to obtain the concurrence of the other Party to this Agreement in any such alteration, and will keep the other Party to this Agreement fully and timely informed of any efforts in which they are involved or of which they are aware, individually or collectively, to make or obtain such alteration.
- 2.3 Notwithstanding any other provision of this Agreement, in the event that Congress does not enact legislation authorizing, ratifying or confirming the **FPL/NPS Contingent Agreement**, this Agreement (unless extended by the mutual consent of the Parties) shall be deemed null and void, and neither Party shall have any further obligations to the other under this Agreement. Further, notwithstanding any other provision of this Agreement, if the Congress enacts authorizing, ratifying or confirming legislation which amends or alters any of the terms of the FPL/NPS Contingent Agreement in the absence of specific written concurrence of FPL to such amendment or alteration, FPL shall have the right, within ninety (90) days of the enactment of such legislation, to terminate this Agreement without any further obligation hereunder by written notice delivered to ACOE, and neither Party shall have any further obligations to the other under this Agreement. This Paragraph does not affect recorded easements.
- 2.4 The obligations and rights of the Parties under this Agreement shall be effective and binding upon the Parties upon execution of this Agreement.
- 2.5 ACOE hereby finds that the exchange of lands and interests in lands as contemplated herein will enhance the conservation of the outstanding natural values of the area and further the purposes of ENP and ACOE, and that removing the prospective utility corridor from ENP will further enhance the purposes of ENP and ENP's restoration and enable implementation of the Modified Waters Deliveries Plan in a timely manner. Furthermore, relocation of the utility corridor and subsequent construction of transmission facilities outside of ENP will not impair or have unacceptable effects on ACOE resources and values.
- 2.6 Based on review of the values of the lands and interests in lands being exchanged pursuant to this Agreement and in conjunction with the agreements identified in this Agreement relating to the complimentary federal land exchanges, ACOE finds that the consideration being exchanged by the Parties is comparable in value.

- 2.7 Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party to this Agreement. In the event of a breach of this Agreement in which any Party fails to convey lands in accordance with the terms and conditions set forth in this Agreement, the Parties agree that the appropriate remedy in any judicial proceeding shall be as legally available.
- 2.8 All Appendices to this Agreement are incorporated herein by reference and made a part hereof.
- 2.9 Any failure by any Party to this Agreement to object to or to seek a remedy of any violation by another Party of any provision of this Agreement shall not be deemed a waiver of or estop any future right to object to or to seek a remedy of a subsequent violation, whether the later violation is of the same or another provision of this Agreement.
- 2.10 For the purposes of expediting execution of this Agreement, it may be signed in separate counterparts, which, when all have so signed, shall be deemed a single agreement.
- 2.11 The Parties agree that this Agreement may be amended by mutual consent of all the parties hereto.
- 2.12 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority: 1) such portion or provision shall be deemed separate and independent, 2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each party that were affected by such ruling, and 3) the remainder of this Agreement shall remain in full force and effect.
- 2.13 The Parties agree that clerical and typographical errors contained herein may be corrected upon notice to the other Party. Unless an error is deemed substantive or a proposed correction is otherwise objected to by any Party within sixty (60) days by written notice, correction may be made without formal ratification by Parties.
- 2.14 Each Party represents and warrants that the execution of this Agreement has been duly authorized by it and that this Agreement, upon execution by the other Party is binding upon and enforceable against such Party in accordance with the terms of this Agreement. It is further represented and warranted that the persons executing the Agreement and the Appendices thereto have the necessary authority to enter into and the requisite delegated authority to execute this Agreement and the Appendices. No consent to such execution is required from any person, judicial or administrative body, governmental authority or any other persons other than any such consent which already has been unconditionally given. Each Party hereto represents and warrants that there is no pending

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

[Signature pages follow]

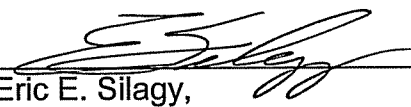
**AGREEMENT BETWEEN THE UNITED STATES ACTING THROUGH THE UNITED STATES ARMY
CORPS OF ENGINEERS AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR
RELOCATION OF FLORIDA POWER & LIGHT COMPANY'S RIGHT OF WAY LOCATED IN OR
ADJACENT TO THE EVERGLADES NATIONAL PARK EXPANSION AREA**

[Signature page]

Date: 8-20-08

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____


Eric E. Silagy,
Vice President and Chief Development
Officer

AGREEMENT BETWEEN THE UNITED STATES ACTING THROUGH THE UNITED STATES ARMY
CORPS OF ENGINEERS AND FLORIDA POWER & LIGHT COMPANY AND EXCHANGE FOR
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[Signature page]

Date: 8/20/08

UNITED STATES OF AMERICA

By: Sharon W. Conklin

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

Appendix 1

Legal Description of Road/Bridge, Channel and Flowage Easements

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

Appendix 1A Road/Bridge, Channel and Flowage Easements

Prepared by and Return to Following Recording:

Patricia Lakhia, Esq (Law/JB)
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 334080420

Tract No.: 113-3 (Portion of)

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

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

ROAD/BRIDGE, CHANNEL AND FLOWAGE EASEMENTS

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

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

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

B.) Flowage Easement –

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

Signature

Print Name: _____

By: _____

Dina Guenther

Its: Director of Corporate Real Estate

Signature

Print Name: _____

ACKNOWLEDGMENT

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

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

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

Notary Public, State of Florida

Name (Print): _____

Commission No.: _____

My Commission Expires: _____

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

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

Signed, sealed and delivered
in the presence of:

UNITED STATES OF AMERICA

Signature

Print Name: _____

By: _____

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

Signature

Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

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

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

Notary Public, State of Florida

Name (Print): _____

Commission No.: _____

My Commission Expires: _____

Appendix 2

Legal Description of Temporary Construction Easement from FPL to United States

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

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

PREPARED BY AND RETURN TO:

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

(This space reserved for recording

Tract No.: 113-3 (Portion of)

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

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

TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Print Name: _____

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

Print Name: _____

ACKNOWLEDGMENT

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

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

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

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

TEMPORARY CONSTRUCTION EASEMENT

[Signature Page]

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

Signed, sealed and delivered

THE UNITED STATES OF
AMERICA

in the presence of:

Signature

Print Name: _____

By: _____

Sharon W. Conklin
Chief, Real Estate Division

Signature

Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

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

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

Notary Public, State of Florida

Name (Print): _____

Commission No.: _____

My Commission Expires: _____

Appendix 2-1

Plan of Easements

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

See attached:

- 1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A);
- 2) Key Map for Route Alignments, 1 sheet dated July 2, 2008 (Appendix 2-B);
- 3) Turkey Point Levee 500 kV lines, 120th St. Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008 (Appendix 2-C); and
- 4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2, dated July 2, 2008 (Appendix 2-D);
- 5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)

LEGEND

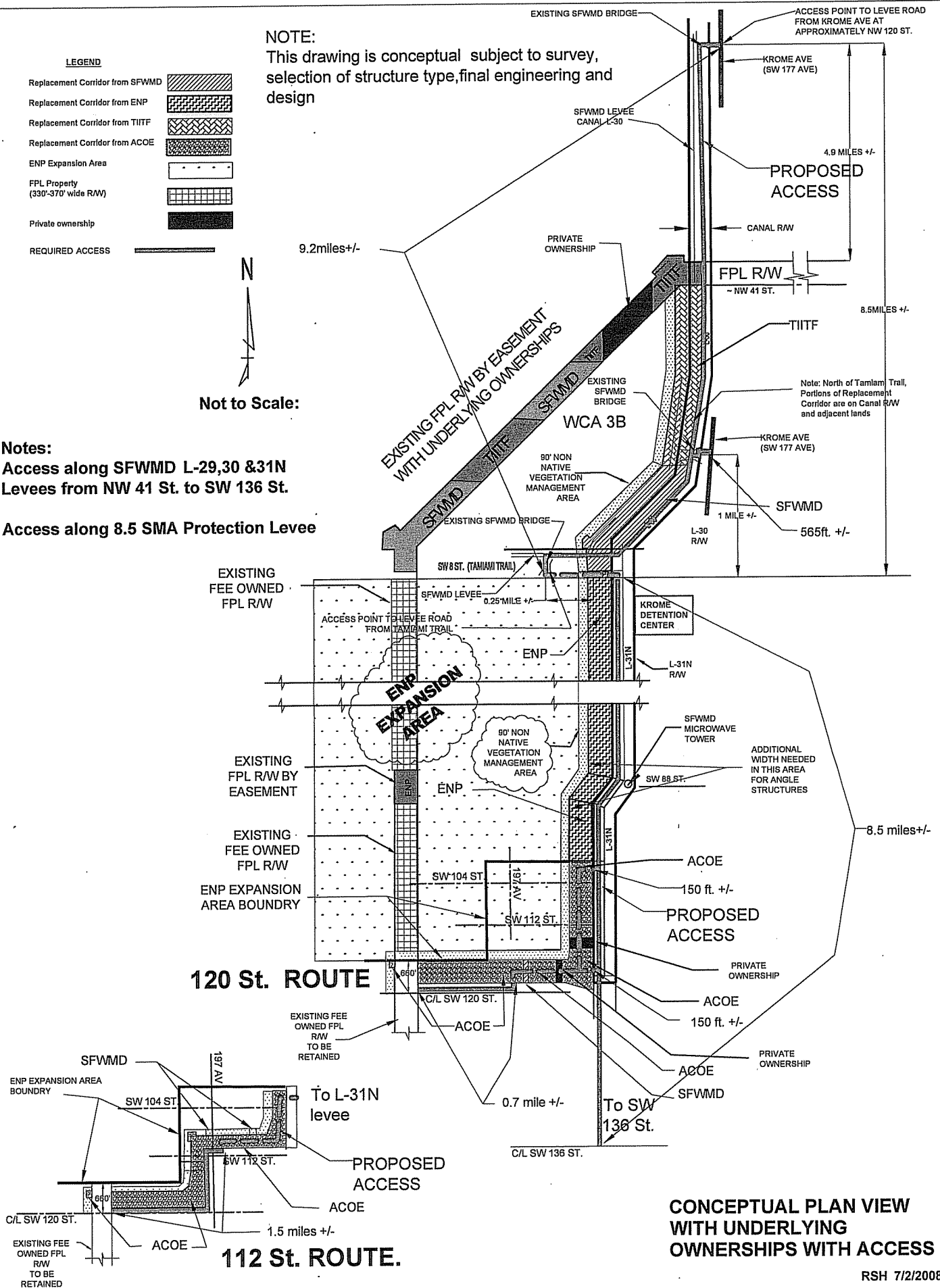
- Replacement Corridor from SFWMD
- Replacement Corridor from ENP
- Replacement Corridor from TIITF
- Replacement Corridor from ACOE
- ENP Expansion Area
- FPL Property (330'-370' wide R/W)
- Private ownership
- REQUIRED ACCESS

Not to Scale:

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

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

Access along 8.5 SMA Protection Levee

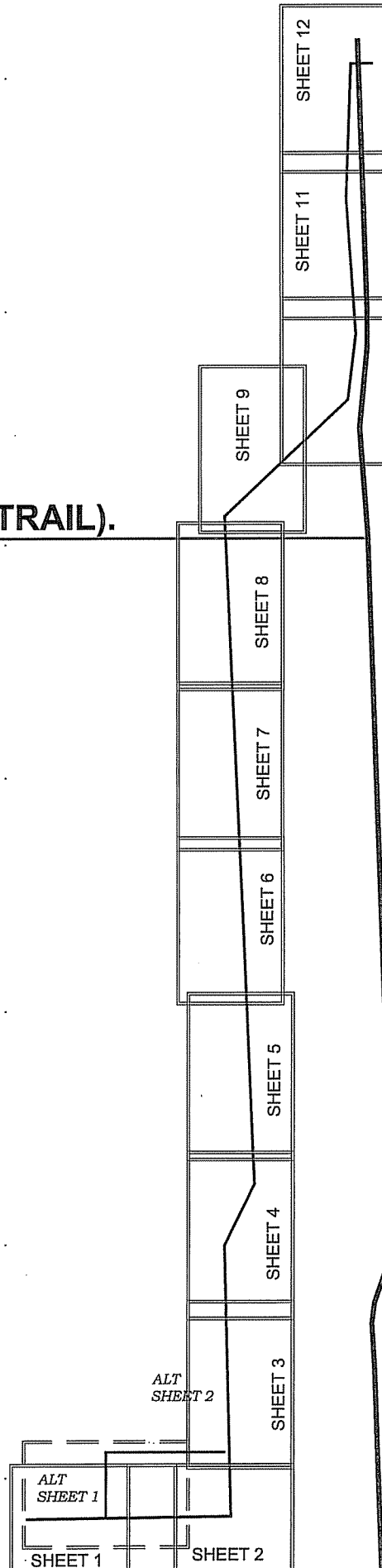


**CONCEPTUAL PLAN VIEW
WITH UNDERLYING
OWNERSHIPS WITH ACCESS**

RSH 7/2/2008



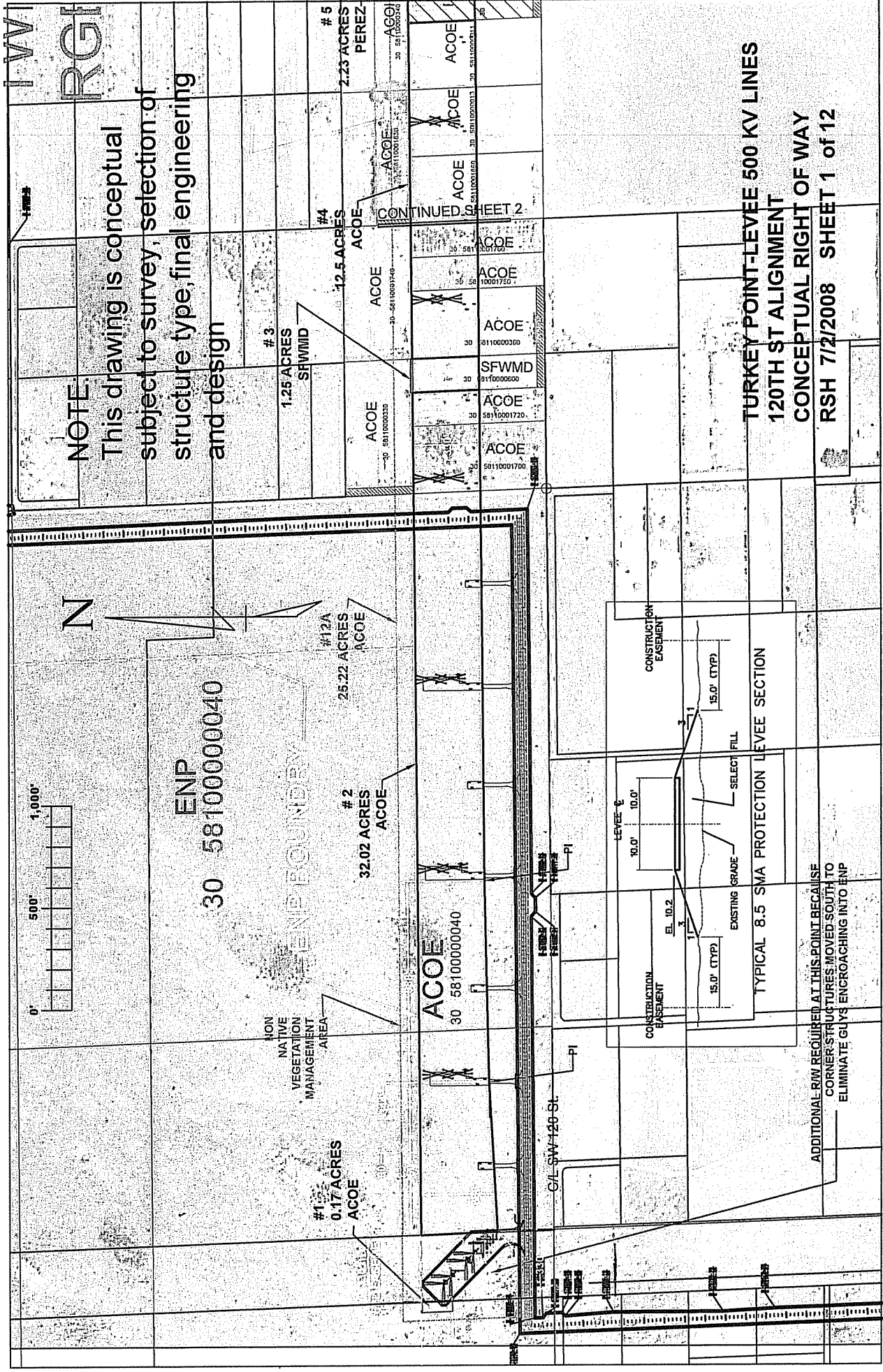
SW 8 ST (TAMIAMI TRAIL).



SW 177 AVE. (KROME).

KEY MAP
FOR ROUTE
ALIGNMENTS

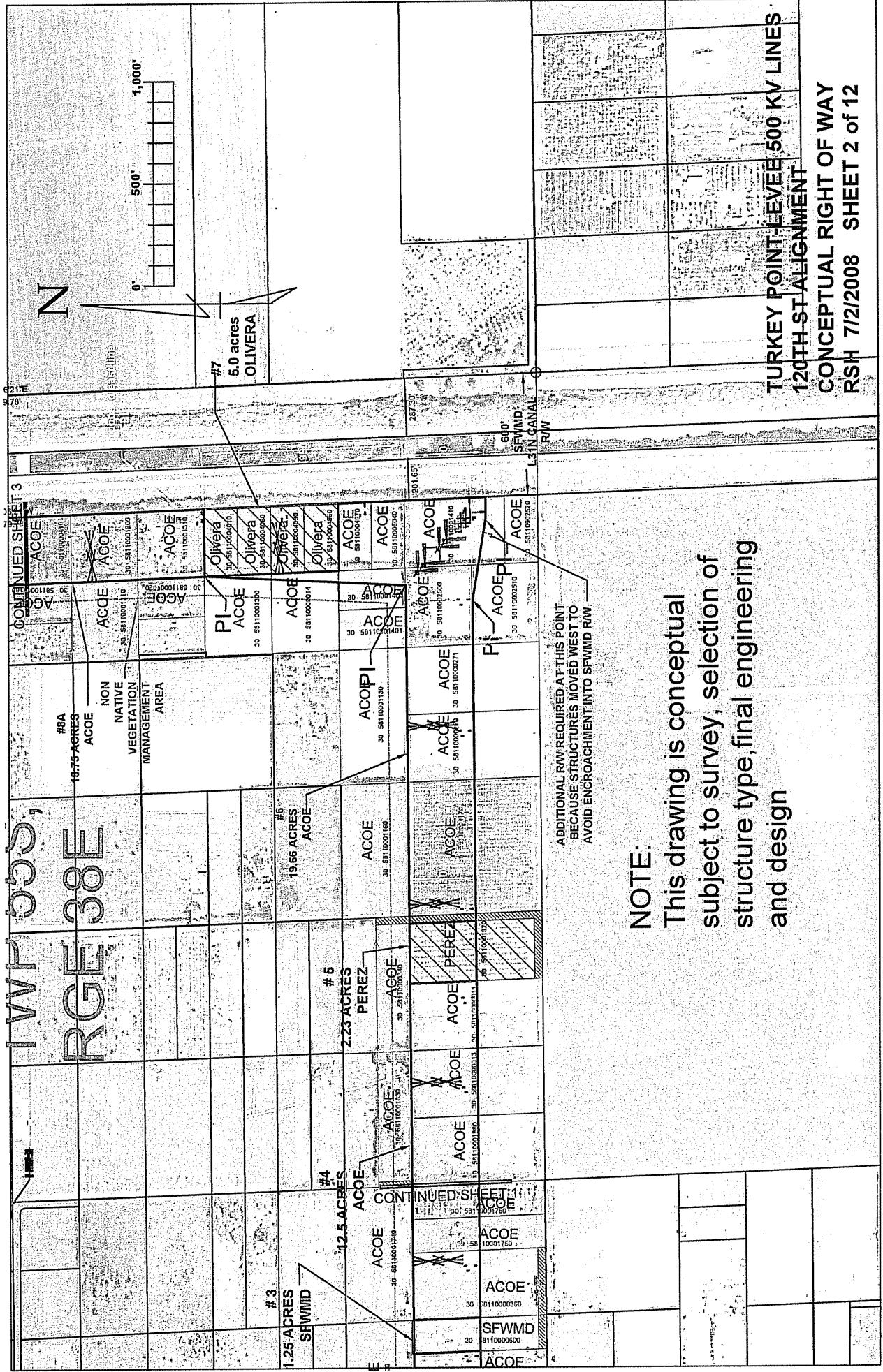
RSH 7/2/08



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

CONTINUED SHEET 2

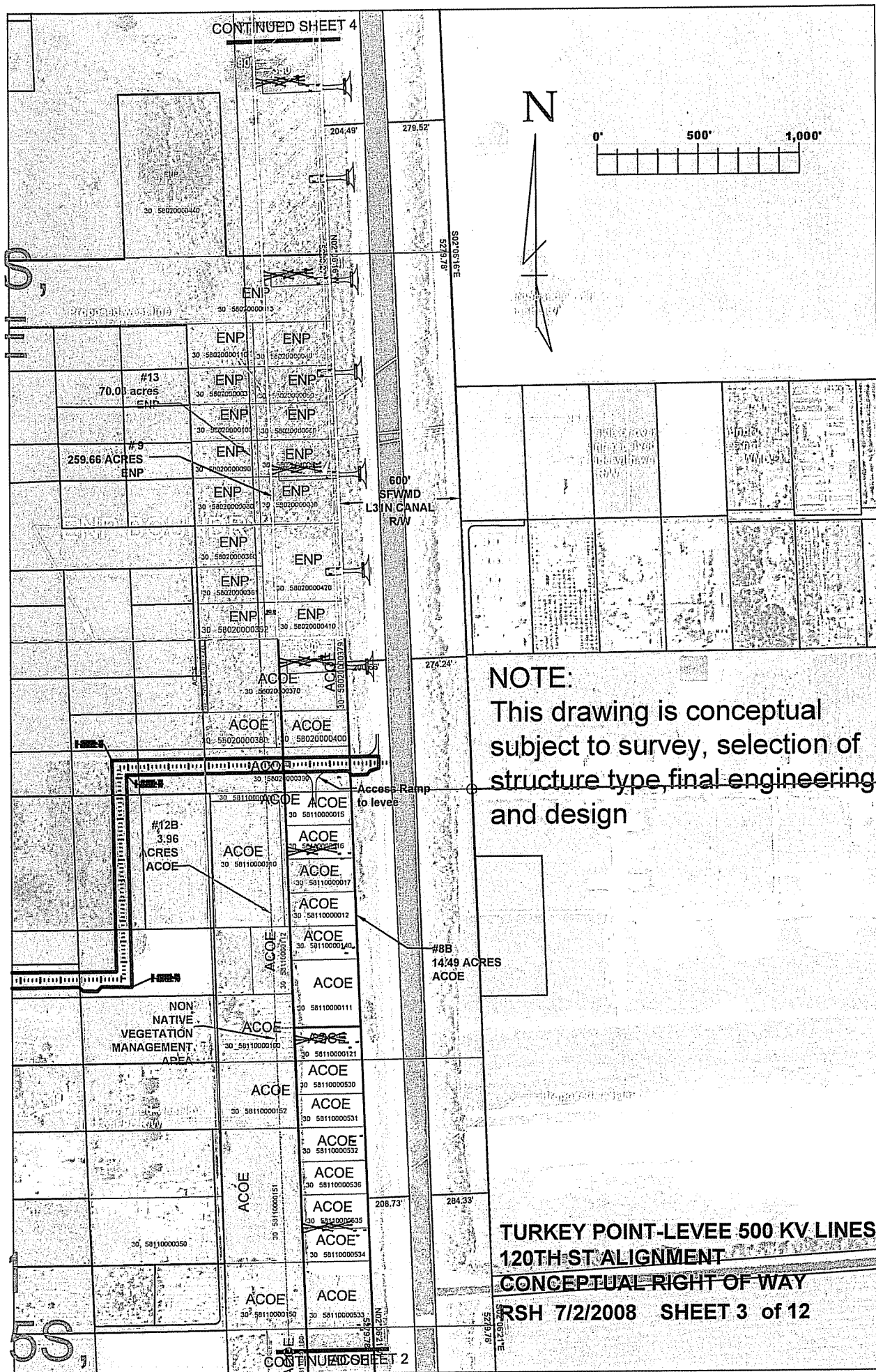
**TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 1 of 12**



NOTE:

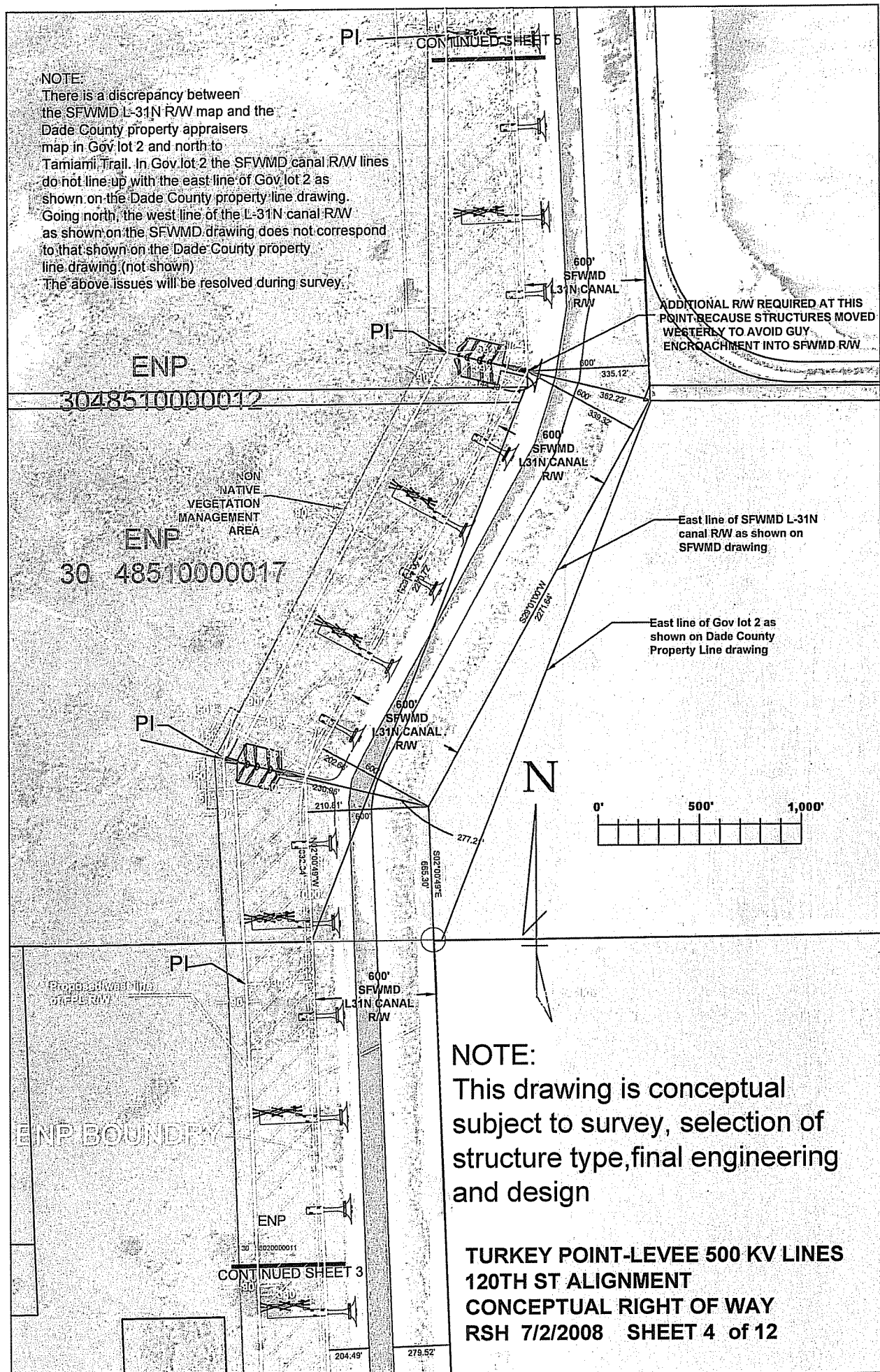
This drawing is conceptual
subject to survey, selection of
structure type, final engineering
and design

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



NOTE:

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



NOTE:

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

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

CONTINUED SHEET 6

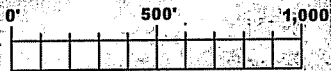
NOTE:

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

ENP
30 48260000020

NON-
NATIVE
VEGETATION
MANAGEMENT
AREA

N



ENP BOUNDARY

ENP
30 48350000011

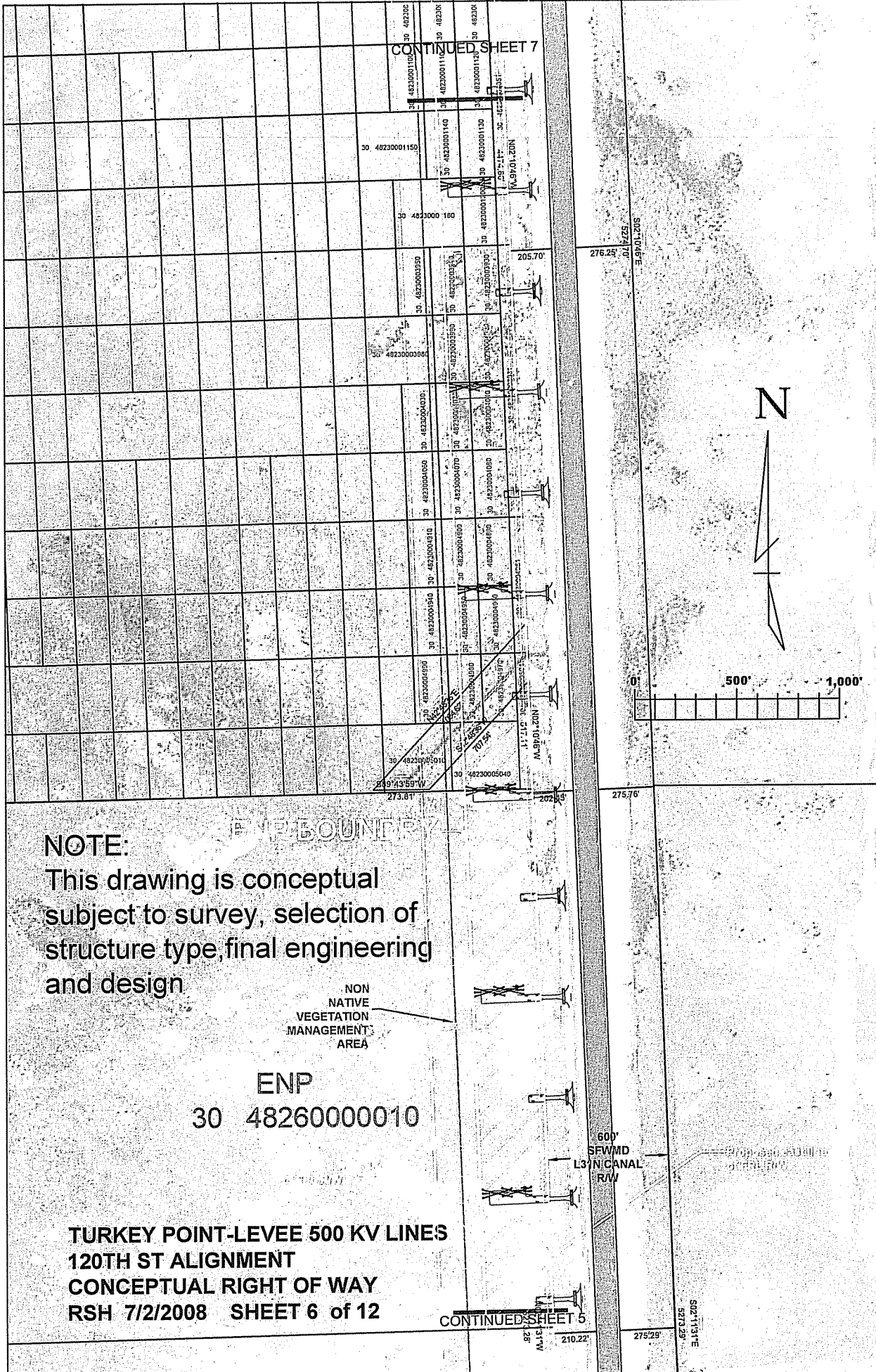
**TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 5 of 12**

PI

CONTINUED SHEET 4

600'
SFV/MD
L31N CANAL
R/W

CONTINUED SHEET 7



NOTE:

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

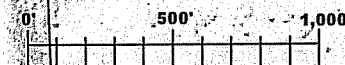
NON
NATIVE
VEGETATION
MANAGEMENT
AREA

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

600'
SFVMD
L3 N CANAL
R/W



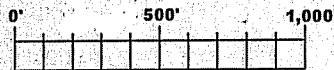
CONTINUED SHEET 8

NOTE:

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

ENP
30 48140000010

N



NON
NATIVE
VEGETATION
MANAGEMENT
AREA

600'
SFWMD
L31 N CANAL
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 6

CONTINUED SHEET 9

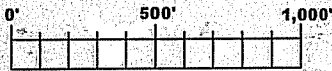
NOTE:

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

ENP
30 48110000010

N

NON
NATIVE
VEGETATION
MANAGEMENT
AREA



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

CONTINUED SHEET 7

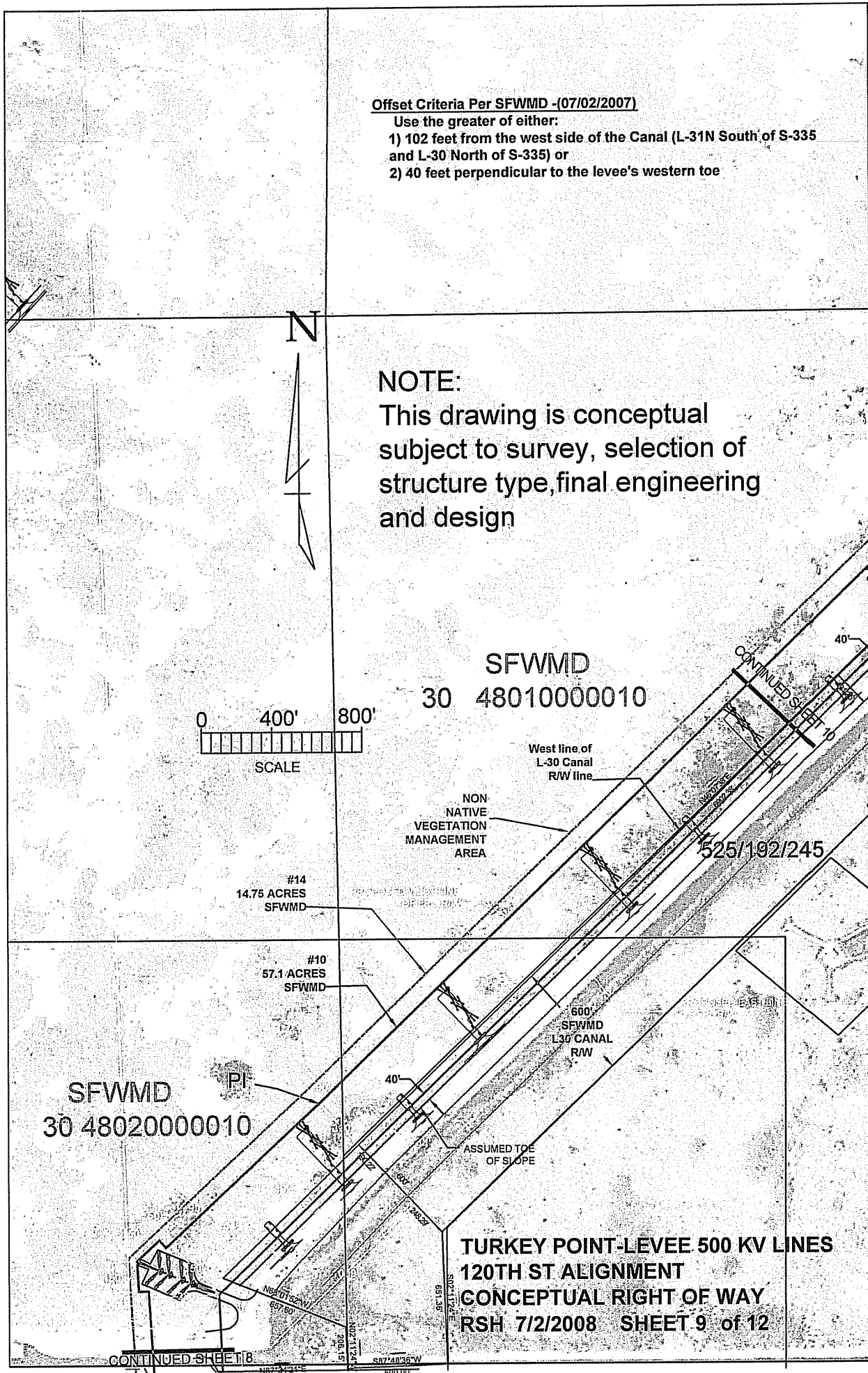
Offset Criteria Per SFWMD -(07/02/2007)

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



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

CONTINUED SHEET 1

N

TITLE

30 38510000010

A horizontal scale bar with three major tick marks labeled 0, 400', and 800'. The bar is divided into 16 equal segments by vertical lines. The word "SCALE" is centered below the bar.

#15
29.46
ACRES
TITE

P1

600'
SFWMD
L30/CANAL
R/W

ASSUMED TOE
OF SLOPE

P.

600'
FWMD
CANAL
R/W

**NON
NATIVE
VEGETATION
MANAGEMENT**

P

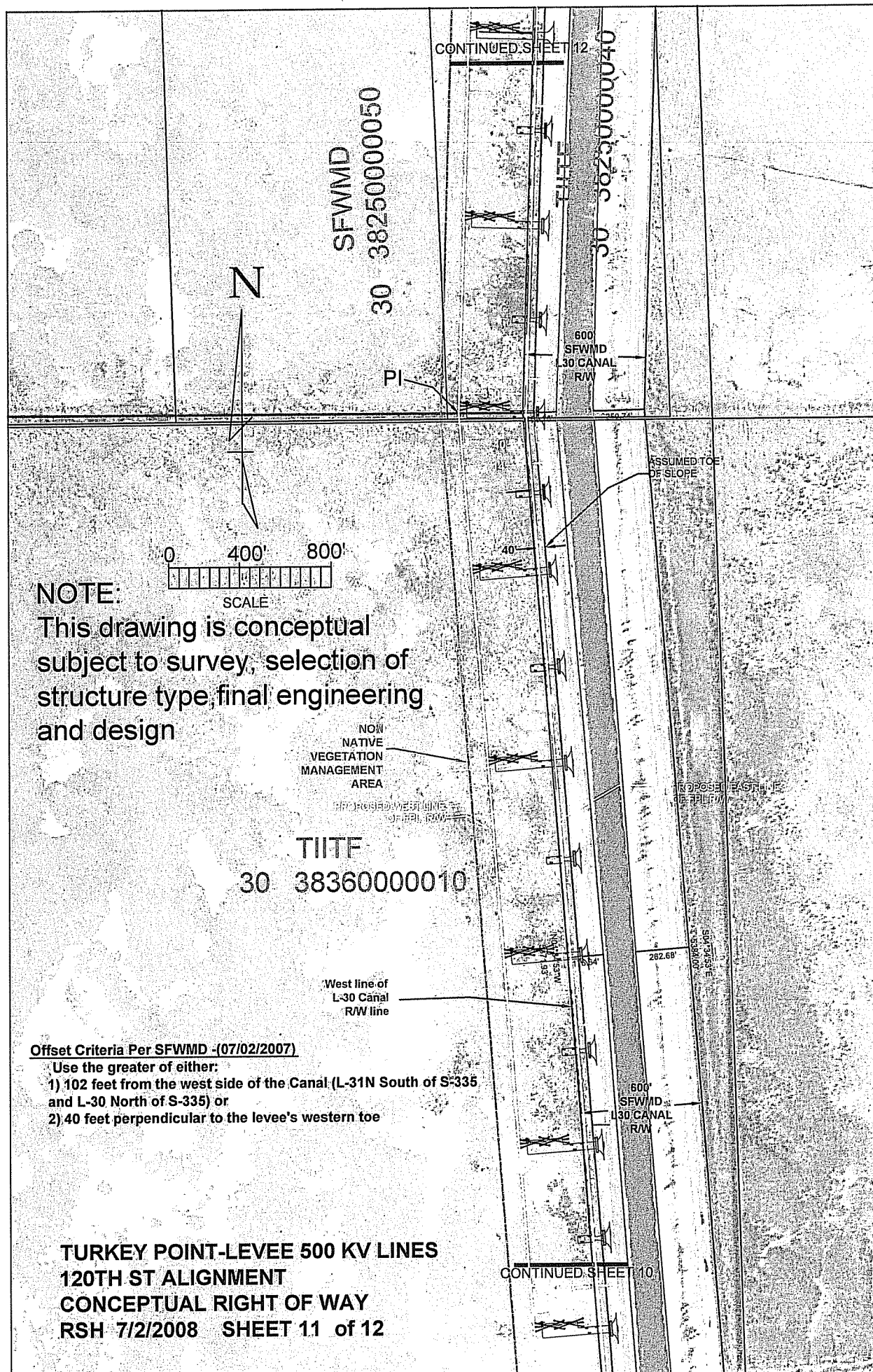
West line of
L-30 Canal
R/W line

P

600'
SEWMD
L30 CANAL
R/W

ADDITIONAL R/W REQUIRED AT THIS POINT BECAUSE
STRUCTURES MOVED WESTERLY TO AVOID
GUY ENCROACHMENT TO TOE OF SLOPE OF SFWMD LEVEE

**TURKEY POINT-LEVEE 500 KV LINES
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/2008 SHEET 10 of 12**



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

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

N

0 400' 800'

EXISTING
FPL
R/W

TO EXISTING
LEVEE 500

TIITF
30 38240000010

30 38250000010

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

TIITF
30 38250000020

West line of
L-30 Canal
R/W line

PROPOSED WESTLINE
OFFICIAL

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 7/2/008 SHEET 12 of 12**

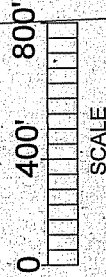
CONTINUED SHEET 11

MD
0000050

02300000040

NOTE:

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



SCALE

#3
0.69 ACRES
ACOE
#1
0.17 ACRES
ACOE

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

ENP
30-58100000040

#4
20.26 ACRES
ACOE

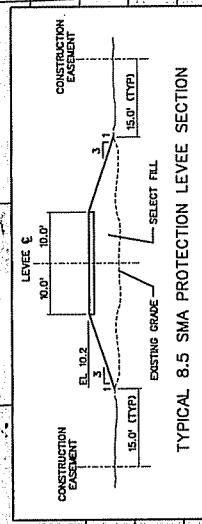
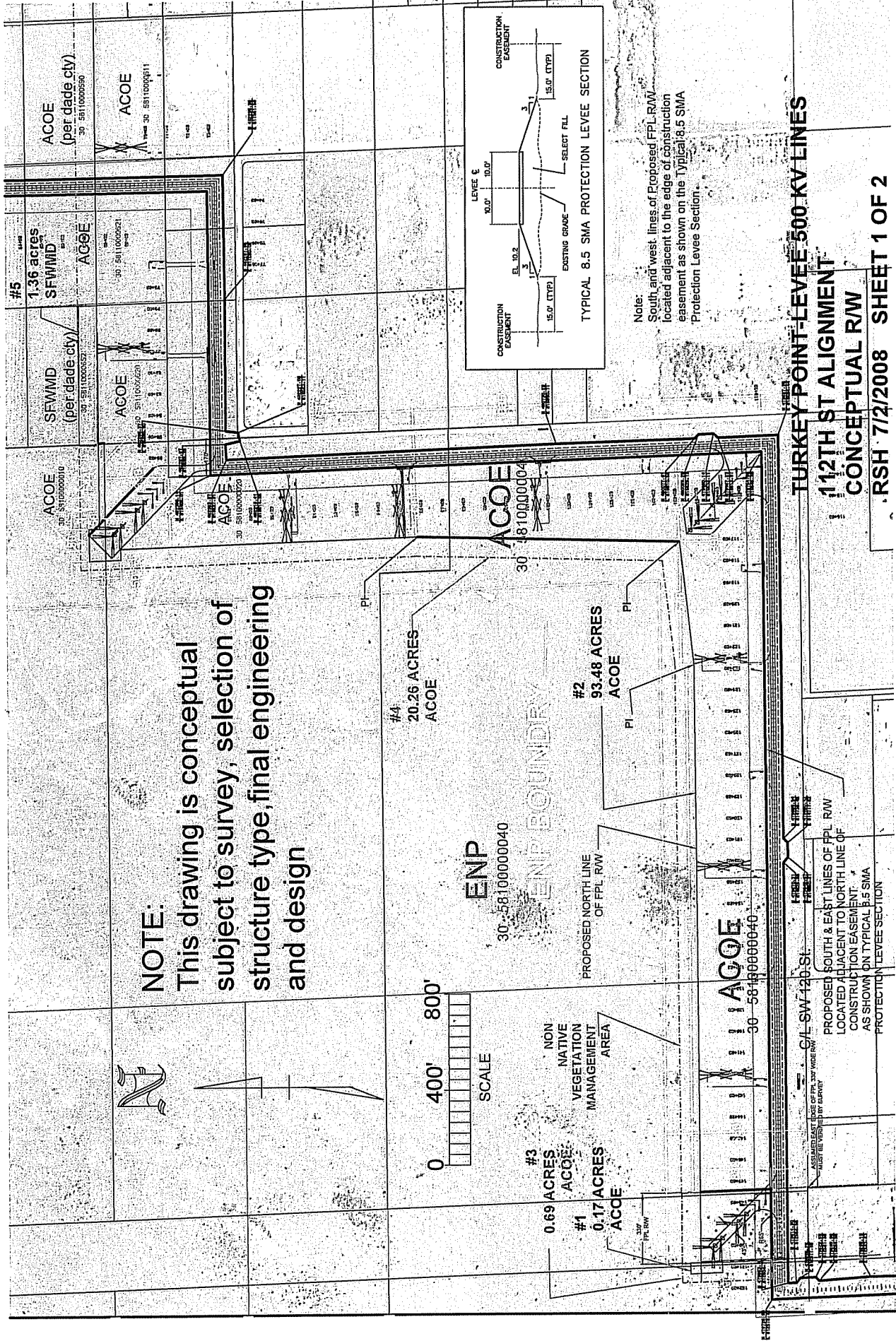
#2
93.48 ACRES
ACOE

PROPOSED NORTH LINE
OF FPL RW

ACOE
30-58100000040

C/L SW 1/4 SW 1/4
30-58100000040

PROPOSED SOUTH & EAST LINES OF FPL RW
LOCATED ADJACENT TO NORTH LINE OF
CONSTRUCTION EASEMENT
AS SHOWN ON TYPICAL 8.5 SMA
PROTECTION LEVEE SECTION



Note:
South and west lines of Proposed FPL RW
located adjacent to the edge of construction
easement as shown on the Typical 8.5 SMA
Protection Levee Section.

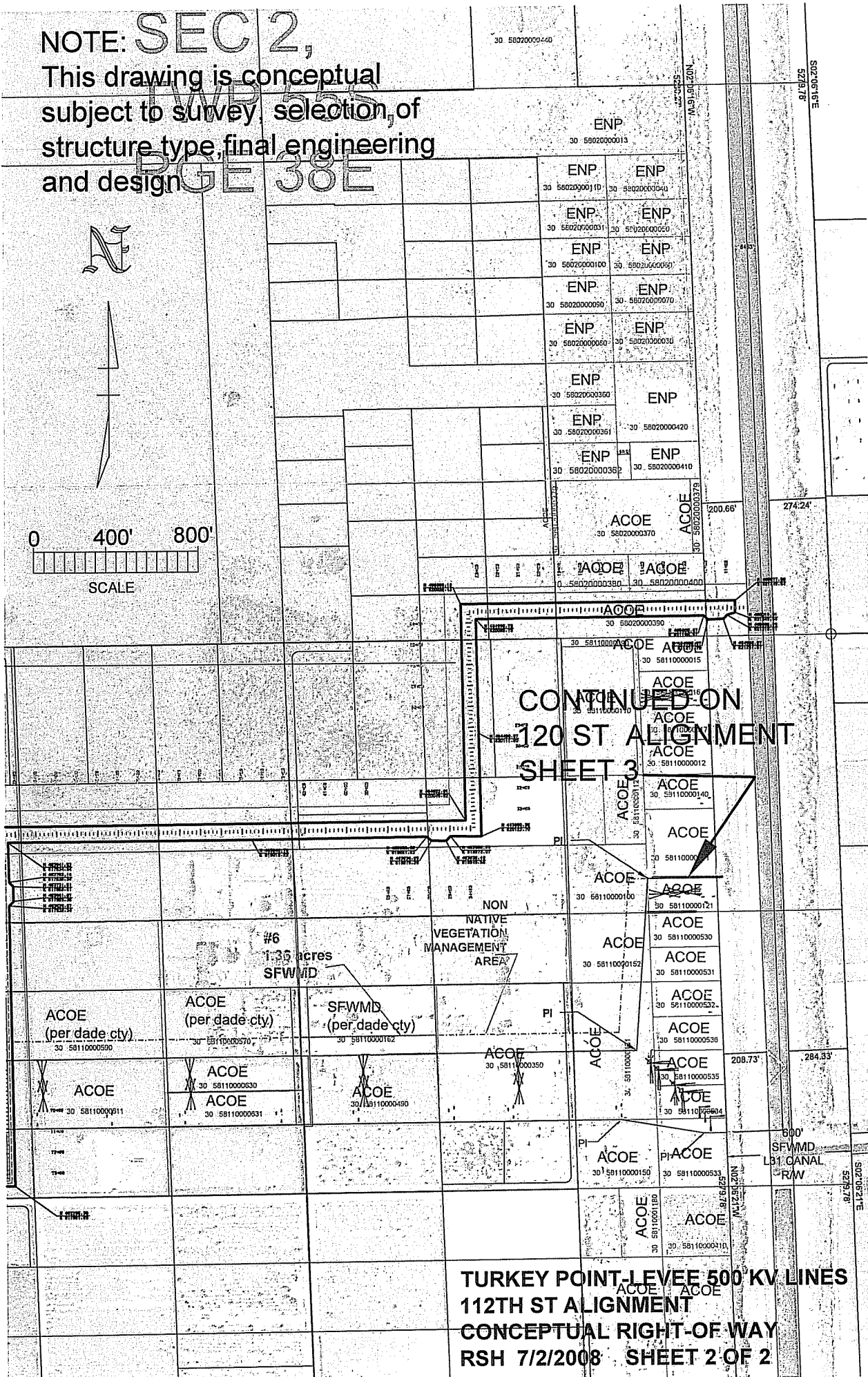
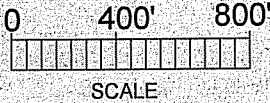
TURKEY POINT-LEVEE 500-KV LINES

112TH ST ALIGNMENT

CONCEPTUAL RW

RSR 7/2/2008 SHEET 1 OF 2

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



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.

Appendix 2-1A
Legal Description of Replacement Corridor

[Legal description to be provided following survey]

Appendix 3

Legal Description of Utility Easements

[Legal descriptions to be provided following survey]

Appendix 3A
Utility Easement from United States to FPL

**UNITED STATES OF AMERICA,
DEPARTMENT OF THE ARMY**

UTILITY EASEMENT

LOCATED IN

MIAMI-DADE COUNTY, FLORIDA

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

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

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

THIS EASEMENT is granted subject to the following conditions:

1. TERM

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

2. CONSIDERATION

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

3. NOTICES

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

4. AUTHORIZED REPRESENTATIVES

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

5. SUPERVISION BY THE DISTRICT ENGINEER [Intentionally deleted]

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF EASEMENT AREA ON THE PREMISES

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

8. INSPECTION AND REPAIRS

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

9. PROTECTION OF GOVERNMENT PROPERTY

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

10. RIGHT TO ENTER

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

11. TRANSFERS AND ASSIGNMENTS

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

12. INDEMNITY

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

13. SUBJECT TO EASEMENTS [Intentionally deleted.]

14. RELOCATION OF FACILITIES [Intentionally deleted.]

15. TERMINATION

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

16. SOIL AND WATER CONSERVATION

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

17. ENVIRONMENTAL PROTECTION

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

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

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

18. HISTORIC PRESERVATION

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

19. NON-DISCRIMINATION

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

20. RESTORATION [Intentionally deleted.]

21. DISCLAIMER

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

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

UNITED STATES OF AMERICA

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

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

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

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

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

_____, 2008.

FLORIDA POWER & LIGHT COMPANY

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

ACKNOWLEDGMENT

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

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

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

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

Exhibit "A"

Legal Description of Easement Area

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

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

[Legal description to be provided following survey]

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

Prepared by and Following Recording Return to:

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

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

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

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

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

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

Grantee agrees that it will not use the Easement Area in any manner which will interfere with Grantor's use of the Easement Area or interfere with Grantor's project or cause a hazardous condition to exist. Grantee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be stored on the Easement Area. Grantee agrees further that in the event it should create a hazardous condition on the Lands, then upon

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

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

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

To Grantor:

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

To FPL:

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

with a copy to:

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

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

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

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

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

UNITED STATES OF AMERICA

Signature

Print Name: _____

By: _____

Sharon W. Conklin

Chief, Real Estate Division

Signature

Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

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

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

Notary Public, State of Florida

Name (Print): _____

Commission No.: _____

My Commission Expires: _____

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

Executed in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY

Print Name:_____

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

Print Name:_____

ACKNOWLEDGMENT

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

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

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

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

Exhibit "A"

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

[Legal description to be provided following survey]

Appendix 5
Release of Easement from FPL to the United States

Prepared By and Return to Following Recording:

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

RELEASE OF EASEMENT

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

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

Signed, Sealed & Delivered in
The Presence of:

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.

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

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

Exhibit "A"

[Legal Description to be provided]

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

Appendix 6A
Access Easement from the United States to FPL

**UNITED STATES OF AMERICA,
DEPARTMENT OF THE ARMY**

ACCESS EASEMENT

LOCATED IN

MIAMI-DADE COUNTY, FLORIDA

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

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

THIS EASEMENT is granted subject to the following conditions:

1. TERM

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

2. CONSIDERATION

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

3. NOTICES

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

4. AUTHORIZED REPRESENTATIVES

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

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF EASEMENT AREA

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

8. PROTECTION OF GOVERNMENT PROPERTY

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

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

9. RIGHT TO ENTER

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

10. TRANSFERS AND ASSIGNMENTS

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

11. INDEMNITY

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

12. SUBJECT TO EASEMENTS [Intentionally deleted.]

13. TERMINATION

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

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

14. SOIL AND WATER CONSERVATION

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

15. ENVIRONMENTAL PROTECTION

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

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

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

16. HISTORIC PRESERVATION

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

17. NON-DISCRIMINATION

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

18. DISCLAIMER

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

Remainder of page intentionally blank. Signature pages follow.

_____, 2008.

FLORIDA POWER & LIGHT COMPANY

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

ACKNOWLEDGMENT

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

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

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

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

EXHIBIT "A"

THE EASEMENT AREA

[Legal descriptions to be provided following completion of surveys]

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

[to be provided]

Appendix 7A

DEPARTMENT OF THE ARMY CONSENT TO EASEMENT

Consent No. DACW17-9-

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

Tract Nos. (3): _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

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

ACKNOWLEDGMENT

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

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

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

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

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

EXHIBIT 7-1

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

See attached:

- 1) Conceptual Plan View with Underlying Ownerships with Access, dated July 2, 2008, 1 sheet, (Not to Scale) (Appendix 2-A);
- 2) Key Map for Route Alignments, 1 sheet dated July 2, 2008 (Appendix 2-B);
- 3) Turkey Point Levee 500 kV lines, 120th St. Alignment, Conceptual Right of Way, Sheets 1 through 12, dated July 2, 2008 (Appendix 2-C); and
- 4) Turkey Point Levee 500 kV Lines, 112th Street Alignment, Conceptual Right of Way, Sheets 1 and 2, dated July 2, 2008 (Appendix 2-D);
- 5) Right of Way Relocation, Anticipated Access Rights to Relocated Right of Way, dated July 2, 2008 (Appendix 2-E)

EXHIBIT 7-1 A

Legal Description of Replacement Corridor

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

EXHIBIT 7-1 B

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

[to be provided]