

APPENDICES

APPENDIX A

COOPERATIVE AND LICENSE AGREEMENT

BETWEEN

THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT

AND THE

GAME AND FRESH WATER FISH COMMISSION

.....

THIS AGREEMENT, Made and entered into between the Central and Southern Florida Flood Control District, (hereinafter referred to as the District), pursuant to Chapters 25,209 and 25,214, Laws of Florida, Acts of 1949, and the Game and Fresh Water Fish Commission, (hereinafter referred to as the Commission), pursuant to Chapter 21,945, Laws of Florida, Acts of 1943, and Section 30, Article VI of the Constitution of Florida.

WITNESSETH:

The parties hereto, for themselves and their respective successors and assigns, in consideration of benefits to both parties, do hereby mutually covenant and agree as follows:

1. The District hereby grants a license upon, and makes available to the Commission for the purposes and subject to the terms and conditions hereinafter set forth, all those portions of the real property acquired or to be acquired by the District in the areas designated as Conservation Areas Number Two and Number Three, a part of the Central and Southern Florida Flood Control District in Palm Beach, Broward and Dade Counties, Florida, extending from Hillsboro Canal to Tamiami Canal.

2. The Commission shall use said property for the purpose of game and fresh water fish management practices directed to attain the basic objectives of preservation, protection and propagation of wildlife and fish, and promoting the recreational features in connection therewith.

The basic objectives are to be attained through the following management practices covering the wildlife and recreational phases of land use represented by this area:

(a) Wildlife:

Adequate provision shall be made to maintain and improve the wildlife resources through:

- (1) Maintaining as closed areas for breeding and feeding grounds so much of the unit as will ensure maximum stocks of game, fish and furbearers and thus permit the harvesting of surpluses.
- (2) Maintenance and development of wildlife environments and habitat where such use is not inconsistent with the use of

- (3) Planting of cultivated crops and natural wildlife foods to increase the carrying capacity of the area for wildlife.
- (4) Construction, maintenance and operation of channels, ditches, pools and subimpoundments for the purposes of creating conditions suitable for wildlife species using the area. Provided, that such construction, operation and maintenance shall be consistent with the objectives of flood control and other allied purposes in the area.
- (5) Opening by regulation of the Commission of portions of the area to controlled public hunting, fishing and trapping of game, fish and furbearers.

(b) Recreation:

Recreational facilities existing, or to be developed, shall be operated, maintained, and administered according to the following principles and objectives:

- (1) The recreational facilities shall be available for the use and benefit of the general public. No fees shall be charged other than fees for licenses required by State law, or by regulation of the Commission.
- (2) All recreational facilities which may be developed in the future shall be located where their use will not interfere with the use of the land for flood control and water retention purposes.

3. The Commission shall submit, not later than one year after the effective date of this license and agreement, a general plan of operation and development, setting forth the measures to be taken by the Commission to effectuate the purposes of this license and agreement. Such plan of operation and development shall be subject to the approval of the District and of the Corps of Engineers as to the conformance of the plan to the requirements of flood control and other allied purposes in the area.

4. The term of this license and agreement shall be twenty-five (25) years beginning on March 1, 1952, and ending on March 1, 1977, and shall automatically be renewed for three (3) successive terms of fifteen (15) years unless written notice to the contrary is given by either party to the other not less than ninety (90) days prior to the termination of this instrument, or any renewal thereof, and each renewal shall be subject to all of the terms and conditions of this license and agreement. Provided, however, that this license and agreement may be cancelled at any time by either of the parties hereto for sufficient cause, upon written notice of the one to the other; or by notice of one party to the other that State or Federal laws placed in force and effect subsequent to the date of this agreement prevent the fulfillment of the provisions of the agreement.

The failure of the District to insist upon the strict performance of any of the terms, covenants, agreements and conditions, herein contained shall not constitute a waiver or relinquishment of the right of the District to require enforcement of such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect.

5. The use of the said rights in the property by the Commission shall at all times be entirely subject to the unrestricted requirements and uses by the Corps of

Engineers and the District for flood control and other allied purposes and the Commission shall not be obligated in any manner for costs, charges, expenses, or other obligations as are properly chargeable to the maintenance and development of the flood control activities. The use of said property shall be further subject to all valid easements, rights-of-way, licenses, and outstanding interests in, upon, across, or through said property now existing or which may be deemed necessary and created in the future in furtherance of the primary purpose of flood control and allied purposes.

6. The District reserves all right not vested in private persons, corporations or other public agencies, to the oil, gas, coal and other mineral ores whatsoever, upon, in or under said property, together with the using mineral rights, powers and privileges, including the right of access to the use of such parts of the surface of the premises as may be necessary for mining and saving said minerals. The Commission, however, shall have the right to use stone, marl, sand or peat and similar substances from said property, provided such materials are used for construction purposes upon or in connection with said property. The license herein granted to the Commission is subject to the rights of the District and to the rights heretofore vested in private persons and public agencies, as the same appear of record, to mine, explore for and develop, any mineral in, under or upon said lands, including oil and gas, and including the right of ingress and egress on, upon or across such lands as may be necessary for the purposes stated.

7. The Commission shall not use or permit to be used, and shall take such measures as may be necessary to prevent the use or occupancy of said property, or any portion thereof, for any purpose which is inconsistent or incompatible with the purposes set forth in Section 2 above; nor shall the Commission, except with the written consent of the District, assign any of its rights or obligations under this license and agreement, or any renewal thereof, or grant or create any rights in favor of third persons with reference to said property. This provision shall not be construed to apply to such employees of the Commission as are engaged in the administration of said property during the period they are actually so engaged.

The Commission shall, through its agents and employees, cooperate to prevent unauthorized grazing, cutting, burning, damage to flood control works, or other trespass on said lands, and will promptly report to the District all known trespass. However, subject to the regulations of the Commission, persons holding permit or license, or exempt therefrom by law, may enter and leave the lands, in the use of the lands for hunting, fishing, trapping or recreational purposes, at such place or places as may be determined and provided by mutual agreement between the parties hereto.

8. The Commission shall not, except with the written consent of the District, authorize or permit third persons, including employees of the Commission engaged in the administration of the area, to erect structures or dwellings on the property, whether such authorization or permission creates any rights in such third persons or not. This provision shall not be construed as requiring a permit from the Commission to mine, explore or develop the minerals, including oil and gas, as provided in Section 6. The Commission shall permit at all times, any duly authorized representative or representatives of the District to enter upon and inspect said property.

9. The Commission shall assume and defray all costs, charges, expenses, and other obligations except as otherwise provided for under Section 5, incident to the use of said property for the purposes provided herein, shall maintain said property in good condition and repair, making all repairs and replacements necessary caused by deterioration, damage, use negligence, or any other cause whatsoever, and shall not remove any improvements, or alter any major improvements without the written consent of the District.

10. The District agrees to hold and save the Commission harmless from any damages which it might suffer because of the lack of authority in the District to have granted this license and agreement. The Commission agrees to hold and save the District free from damages due to operations under the terms of this license and agreement.

11. Upon the expiration or termination of this license and agreement or any renewal thereof, the Commission shall quietly and peaceably vacate said property and surrender possession thereof, and the District may immediately, or at any time thereafter, re-enter and take possession of the property and remove all persons therefrom.

12. Any notice, consent, or other action to be given or done by the District under this license and agreement or any renewal thereof, shall be valid only if in writing and executed by the Chairman of the Governing Board of the Central and Southern Florida Flood Control District, or his duly authorized representative, or in the case of a successor to the rights of the Central and Southern Florida Flood Control District, by the chief administrative officer of such successor, or his duly authorized representative. All notices to be given by the District under this license and agreement, or any renewal thereof, shall be delivered or forwarded by mail to the Game and Fresh Water Fish Commission of the State of Florida, Tallahassee, Florida, or its successor hereunder.

Any notice, consent, or other action to be given by the Commission under this license and agreement, or any renewal thereof, shall be valid only if in writing and executed or performed by the Chairman of the Game and Fresh Water Fish Commission, or his duly authorized representative, or in the case of a successor to the rights of the Game and Fresh Water Fish Commission, by the chief administrative officer of such successor or his duly authorized representative. All notices to be given by the Commission under this license and agreement, or any renewal thereof, shall be delivered or forwarded by mail, addressed to the Central and Southern Florida Flood Control District, West Palm Beach, Florida, or its successor hereunder.

13. This license and agreement shall become effective when duly executed by all parties indicated below, but possession of the said property shall not be granted until March 1, 1952, the beginning of the 25-year primary term provided for in Section 4 hereof.

14. It is understood and agreed that in the operation and management of the Conservation Area lands for the primary purpose of flood control and other allied purposes, the lands and waters will be managed and operated in the manner most consistent with Section 2 hereof, so far as it is not inconsistent with the said primary purpose.

15. This agreement is executed in two counterparts, each of which shall for all purposes be considered and deemed an original.

16. The invalidity of any provision of this instrument, or any part thereof, shall not affect the validity of the remaining provisions or the rights and obligations of the parties thereunder.

IN WITNESS WHEREOF, the parties hereto by due authority given, have caused

AMENDMENT TO COOPERATIVE LICENSE AGREEMENT BETWEEN THE
CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT
AND
GAME AND FRESH WATER FISH COMMISSION

WHEREAS, a cooperative license agreement was entered into between Central and Southern Florida Flood Control District and the Game and Fresh Water Fish Commission of the State of Florida pertaining to Conservation Areas Nos. 2 and 3 and which among other things, provided for the northerly and northeasterly boundary of Conservation Area No. 2 described therein to be generally the southwesterly canal bank of the Hillsboro Canal in Palm Beach County, Florida, and

WHEREAS, it is desirable to establish the northerly and northeasterly boundary of said Conservation Area No. 2 as described in said agreement, as the centerline of Levee L-39 to be hereafter constructed along the southerly and southwesterly side of said Hillsboro Canal, and

WHEREAS, such a boundary line for said conservation area will conform to the boundary line between Conservation Area No. 1 and Conservation Area No. 2 as provided in the flood control project document, namely, House Document No. 643, 80th Congress, 2d Session.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter set forth, the parties hereto for themselves and their respective successors and assigns, do hereby amend the said cooperative license agreement to provide therein that the northerly and northeasterly boundary of Conservation Area No. 2 as described in said agreement shall henceforth be the centerline of Levee L-39 to be constructed along the southerly and southwesterly side of the Hillsboro Canal and that except for the establishment of the new northerly and northeasterly boundary line for said Conservation Area No. 2, as provided for herein, all of the terms, provisions, conditions and covenants contained in said cooperative and license agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates indicated.

CENTRAL AND SOUTHERN FLORIDA
FLOOD CONTROL DISTRICT, BY ITS
GOVERNING BOARD

By J. Henry Leach
Chairman

ATTEST

[Signature]
Secretary

GAME AND FRESH WATER FISH COMMISSION

By John S. Clarity
Chairman

ATTEST

[Signature]
Director

Date August 21, 1953

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PERMIT AGREEMENT

STATE OF FLORIDA
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THIS AGREEMENT, made and entered into this 10th day of August,
A. D., 1971, by and between CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL
DISTRICT, party of the first part, hereinafter referred to as "DISTRICT"
and FLORIDA POWER & LIGHT COMPANY, party of the second part, hereinafter
referred to as "COMPANY,"
Miami, Florida

WITNESSETH:

WHEREAS, "DISTRICT" has under construction and partially completed a
program of water control in central and southern Florida, and

WHEREAS, an integral part of the water control program of "DISTRICT"
involves large storage or reservoir areas for storage of fresh water, and

WHEREAS, one of the water storage areas of "DISTRICT" is located in
Broward County and is known as Conservation Area No. 3A, and the other
water storage area is known as Conservation Area No. 3B, located in Dade
County, and

WHEREAS, "DISTRICT" has acquired land rights to all the lands in said
Conservation Areas, which rights consist of:

- (1) Easements for flowage and storage of water and construction
of water control facilities; or
- (2) fee simple title; and

WHEREAS, the water control program of "DISTRICT" is not completed and
will require additional construction, changes in existing construction and
revisions of planning and construction in said Conservation Areas and other
facilities of "DISTRICT," and

WHEREAS, "COMPANY" is in the business of power development, trans-
mission and distribution,

NOW THEREFORE, IT IS AGREED:

1. Each of the parties recognizes that the "DISTRICT" is an
agency of the State of Florida, and the "COMPANY" is a corporation organized
for public works purposes; that this Permit Agreement is consistent with the
use of the property by the "DISTRICT"; and that the parties are able to
agree to the nature and extent of the use of the property by the "COMPANY."

2. "DISTRICT" hereby, to the extent possible under the law, gives
permission (a Permit) to "COMPANY" upon the terms and conditions hereinafter
set forth in lettered paragraphs, to use certain strips of land for the con-

PLEASE RETURN TO
A. F. CROWLEY
P. O. BOX 8548 (FPAL CO)
FT. LAUDERDALE, FLA

This instrument prepared by
M. V. BROWN
FLORIDA POWER & LIGHT COMPANY
P.O. Box 1900, Miami, Fla. 33101

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struction, operation and maintenance of one or more electric transmission lines, including wires, poles, "H" frame structures, towers, anchors, guys and appurtenant equipment in, over, upon and across the following described lands, held in either fee title or easement by "DISTRICT" and situated in the Counties of Broward and Brevard and State of Florida, and more particularly described in the attached Exhibit "A", (which is made a part hereof by reference), together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission lines within said strips of land; together with ingress and egress over other "DISTRICT" lands in locations to be subsequently approved in writing by "DISTRICT;" together with the right to perform such other activities within the said strips of land as are necessary for use for the purposes set forth.

(a) Under this permit, "COMPANY" shall not distribute power within said Conservation Areas, without approval in writing from "DISTRICT".

(b) This Permit does not allow "COMPANY" to use the said strips of land for any other purposes, by way of example -- telephone and telegraph lines without approval in writing from "DISTRICT."

(c) At such times as changes are made in existing water control facilities, in, over, upon or bordering said Conservation Areas, including the said strips of land heretofore described, or additional water control facilities are constructed in, over, upon or bordering said Conservation Areas, including said strips of land "COMPANY" agrees to make any alterations required by "DISTRICT" of the "COMPANY'S" facilities constructed within the said strips of land. The alterations will be at no cost to "DISTRICT," and will be made promptly upon written request of "DISTRICT." "DISTRICT" will endeavor to plan, construct or alter its water control facilities in such a manner as to require minimum alterations by "COMPANY," but both parties understand that the determination of location, method, time, type and other factors relevant to construction of water control facilities is solely a "DISTRICT" determination. ("DISTRICT" agrees that no buildings will be placed by it on said strips of land and "COMPANY" agrees that no buildings will be placed by it on said strips



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of land.) There may be instances in which "DISTRICT" can modify construction procedures on "DISTRICT" work or utilize special equipment on said work which would eliminate the necessity of alteration of "COMPANY" facilities. Should such an occasion arise and "COMPANY" requests "DISTRICT" to modify construction procedures or utilize special equipment in lieu of modification of "COMPANY" facilities, then "COMPANY" shall bear all additional costs associated with such alternative including, but not limited to, modifications of standard construction methods or procedures and use of specialized construction equipment.

(d) "DISTRICT" retains the right to use all of said Conservation Areas, including the said strips of land above described, for the purposes of water flowage and storage and construction of water control facilities in accordance with the provisions and subject to the terms of Paragraph (c), in any manner deemed necessary by "DISTRICT" in the operation of its water control program.

The public shall continue to have the right of free access across the said strips of land heretofore described.

This Agreement and Permit is subject to the effect, if any, of the provisions of that certain Cooperative and License Agreement between "DISTRICT" and Game and Fresh Water Fish Commission, dated January 18, 1952, a copy of which has been furnished to the "COMPANY" in conjunction with this Permit Agreement.

(e) "COMPANY" agrees to provide "DISTRICT" for its approval prior to commencement of any construction, its construction plans or layout which describes and illustrates the details and procedures to be undertaken for construction; It is understood that the "COMPANY'S" facilities must be constructed and operated to comply with the provisions of the National Electric Safety Code. Any changes or modifications in construction plans after approval is made by "DISTRICT" likewise will be submitted to "DISTRICT" for its approval. So as to avoid unnecessary conflict, "COMPANY" will submit to "DISTRICT" for its approval, at or about the time it submits construction plans, the "COMPANY'S" plans and procedures for maintaining its facilities. It is understood that

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A. P. CROWLEY
P. O. BOX 1234 (FVS) COJ
FL 34567-8901, FLA.

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"DISTRICT" approval of both construction plans (or layout) and plans and procedures for maintenance of facilities must be obtained by "COMPANY" before work of any kind may be undertaken by "COMPANY" on the lands listed in Exhibit "A". "COMPANY" understands that it will not be allowed to construct roads for its construction or maintenance or for any other purpose in said Conservation Areas except as otherwise provided in "COMPANY'S" construction plans to be submitted to the "DISTRICT" for its approval. Where "COMPANY" facilities cross "DISTRICT" canals, levees, borrow canals or other facilities in existence at the time of construction, then in addition to this general permit, "COMPANY" will apply for and receive a standard "DISTRICT" Permit for crossing of said "DISTRICT" facilities. It is understood that work areas within the lands listed in Exhibit "A" must be clearly defined and limited.

(f) Any time "COMPANY" desires to abandon or discontinue use of the said strips of land hereinbefore described, it may do so as long as it notifies "DISTRICT" in writing of its intention to do so and as long as it removes all of its above surface facilities excluding fill, foundations and pads from the area within six (6) months from the date of notification. In the event of abandonment before or after completion "COMPANY" shall remove all of its above surface facilities excluding fill, foundations and pads so as not to leave any obstruction in the Conservation Areas.

(g) After approval as required under Paragraph 2 (e), "COMPANY" will give "DISTRICT" forty-five (45) days notice in writing before commencing construction of any facilities within said strips of land. The "COMPANY" shall commence construction of one power line within a part of said strip within two (2) years from date hereof and shall use reasonable diligence to complete construction of the line. The times set forth in this subsection (g) shall be extended by any delays caused by acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials on reasonable terms, acts of public authorities, or any other causes.

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PLEASE RETURN TO
A. F. CROWLEY
P. O. BOX 2228 (FBI CO.)
ST. LOUIS, MISSOURI 63103

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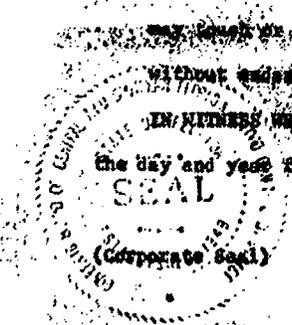
whether or not of the same kind as enumerated herein, not within the control of "COMPANY" and which by the exercise of due diligence "COMPANY" is unable to overcome.

(b) "COMPANY" agrees to hold and save "DISTRICT" harmless against all claims, demands or judgments as a result of "COMPANY'S" use of the said strips of land above described.

(i) "DISTRICT" may cancel and terminate this Permit if "COMPANY" violates this Agreement and fails to correct such violation within ninety (90) days after delivery of written notice of such violations to "COMPANY'S" General Office in Miami, Florida. Failure to exercise this right of cancellation and termination shall not constitute a waiver of such right as to future violations of the same or different terms of this Permit. It is understood that "COMPANY" shall have six (6) months to complete any alteration described in subsection (c) hereof.

(j) It is understood by "DISTRICT" that the overhead wires to be installed on the property covered by this Permit are conductors of high voltage electricity and that no person or object in contact with a person may be brought in close proximity to such wires or the fixtures without endangering the life or property of parties so doing.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.



GENERAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, BY ITS GOVERNING BOARD

By [Signature]
Chairman

ATTEST:
[Signature]
Assistant Secretary
Acting in absence of Secretary

REC-4601 20110531

Executed in the presence of:

[Signature]
[Signature]
As to "DISTRICT"

(Corporate Seal)

FLORIDA POWER & LIGHT COMPANY

By [Signature]
Vice President

ATTEST:
[Signature]
Secretary



Executed in the presence of:

[Signature]
[Signature]
As to "COMPANY"

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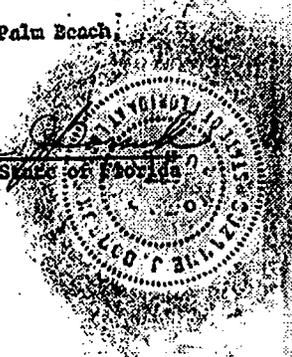
STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this the 3rd day of August
A. D., 19 71, before me the undersigned authority, personally appeared
Assistant B. W. Patrick and W. D. Mickey, Chairman
and Secretary, respectively, of the Governing Board of CENTRAL AND SOUTHERN
FLORIDA FLOOD CONTROL DISTRICT, a public corporation created by the Acts
of the Florida Legislature of 1949, to me known to be the persons who
signed the foregoing instrument as such officers, and acknowledged the
execution thereof to be their free act and deed as such officers for the
purposes and uses therein mentioned, and that they affixed thereto the
official seal of the Governing Board of Central and Southern Florida
Flood Control District, and that the said instrument is the act and deed
of said Central and Southern Florida Flood Control District and the
Governing Board thereof.

WITNESS my signature and official seal at West Palm Beach
said County and State the day and year last aforesaid.

[Signature]
Notary Public, State of Florida
at Largo



My Commission expires:

Notary Public, State of Florida at Largo
My Commission Expires March 6, 1974
Notary Seal Produced by A. Crowley Co.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that before me, personally appeared
Sam H. Pappas and W. P. Stapp, respectfully, Vice President
and Secretary of Florida Power & Light Company, a Corporation
organized under the Laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing instrument, and
severally acknowledged the execution thereof to be their free act and deed
as such officers, for the uses and purposes therein mentioned; and that
they affixed thereto the official seal of said corporation and that said
instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this
3rd day of August, 19 71.

[Signature]
Notary Public, State of Florida
at Largo



My Commission expires:

Notary Public, State of Florida at Largo
My Commission Expires Sept. 28, 1973
Notary Seal Produced by A. Crowley Co.

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PLEASE RETURN TO
A. F. CROWLEY
P. O. BOX 2242 (FFM) CO.
FT. LAUDERDALE, FLA.

91-127552 7343/940

CONSERVATION AREA 3A, SITUATE IN BROWARD COUNTY, FLORIDA

A strip of land approximately 660 feet in width running through Sections 28, 21, 16, 9, 4 and 5, Township 49 South, Range 39 East; and Sections 32, 29, 20, 19 and 18, Township 48 South, Range 39 East; and Sections 13, 12, 11, 1 and 2, Township 48 South, Range 38 East; and Sections 33, 36, 27 and 28, Township 47 South, Range 38 East situate in Broward County, Florida; together with adjacent lands in said sections necessary for the construction of angle structures; all of the aforesaid lands lying within the boundaries of the electric transmission line route as illustrated, and shown on Florida Power & Light Company Drawing No. E-57569, Marked Exhibit B attached hereto and made a part hereof.

AND:

Including the following described lands:

A part of Tracts 11 thru 16 incl, less the South 130 feet of the East 244.16 feet and less the North 200 feet of said Tract 16, of Section 33, Township 49 South, Range 39 East, of Florida Fruit Land Company's Subdivision, Plat No. 1, as recorded in Plat Book 2, Page 17 of the public records of Dade County, Florida more particularly described as follows:

Commence at the NE corner of NE 1/4 of said Section 33, thence S 89°56'40" W, along the North line of said NE 1/4 for 1761.51 feet to the P.O.B. From said P.O.B. continue S 89°56'40" W, along said North line, for 673.10 feet; thence run S 11°22'36" E for 955.45 feet to the Northerly R/W line of C&SFPCD Levee L-37; thence continue S 11°22'36" E, across L-37 R/W for 1055.72 feet to the Easterly R/W line of L-37; thence continue S 11°22'36" E, along the Easterly R/W line of L-37 for 682.85 feet, more or less, to the South line of the NE 1/4 of said Section 33; thence run Easterly, along said South line, for 673.02 feet; thence run N 11°22'36" W, along a line 660 feet East of and parallel to the Easterly R/W line of L-37, for 1681.86 feet to the Southerly R/W line of L-37; thence continue N 11°22'36" W, across L-37 R/W, for 848.68 feet to the Northerly R/W line of L-37; thence continue N 11°22'36" W for 163.06 feet to P.O.B.

AND:

That part of Tract 58 in the SE 1/4 of Section 33, Township 49 South, Range 39 East, of Florida Fruit Land Company's Subdivision, Plat No. 1, as recorded in Plat Book 2 at Page 17 of the public records of Dade County, Florida, lying East of and adjacent to the East Right-of-Way line of C&SFPCD Levee L-37.

AND:

Begin at the SE corner of Section 21, Township 47 South, Range 38 East, Palm Beach County, Florida, thence run S 89°34'57" W along the South line of said Section 21 for a distance of 607.41 feet, thence run N 54°58'32" E along N line of C&SFPCD R/W for L-3 for a distance of 553.37 feet, thence run S 35°02'10" E to the East line of said Section 21, thence run South along the East line of said Section 21 to the P.O.B.

AND:

The North 1/2 of Tract 18 Everglades Land Co.'s Sub. of Section 34, T50S, R39E as recorded in P.B. 2, Pl. situate in Broward County, Florida.

REC 1001 4695

EXHIBIT "A" Sheet 1 of 2

PLEASE RETURN TO A. F. CROWLEY P. O. BOX 8140 (FF&L CO.) FT. LAUDERDALE, FLA.

7343 REC:047

1. CONSERVATION AREA 1B, SITUATE IN DADE COUNTY, FLORIDA

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

Begin at a point on the South line of said Section 3, 205.13 feet East of the Southwest corner of said Section 3; thence run N 2°16'30" W, along a line 205 feet East of and parallel to the Northerly extension of the West line of Section 10, Township 54 South, Range 38 East, for a distance of 790.00 feet to a point, this point to be known as POINT "A" and having coordinates of X-655,043.47 and Y-519,777.40; thence run N 38°58'55" E for a distance of 23,070.62 feet to a point, this point to be known as POINT "B" and having coordinates of X-669,556.51 and Y-537,711.06; thence run S 89°48'43" E for a distance of 772.49 feet to the East line of said Section 24, this point being 205 feet North of the Southeast corner of said Section 24 and being the end of said centerline.

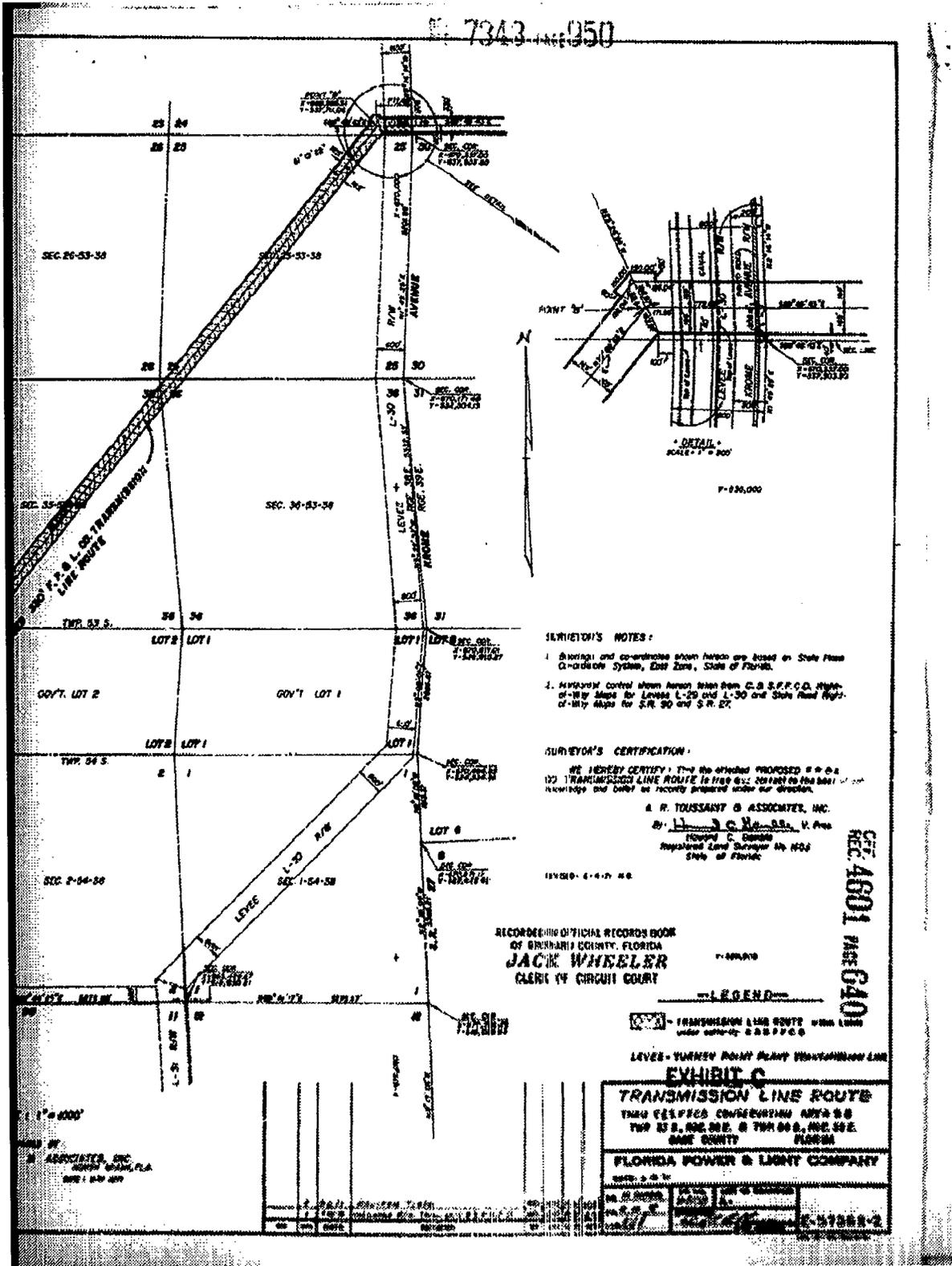
Together with the following described parcels: PARCEL "A": Commence at above described Point "A", thence run N 71°38'48" W for a distance of 176.30 feet to Point of Beginning; From said P.O.B., thence run N 38°58'55" E for 131.18 feet; thence run N 51°01'05" W for 50.00 feet; S 38°58'55" W for 150.00 feet; thence run S 2°16'30" E for 150.00 feet; thence run N 87°43'30" E for 50.00 feet; thence run N 2°16'30" W for 131.18 feet to P.O.B. PARCEL "B": Commence at above described Point "B", thence run N 25°24'54" W for a distance of 182.97 feet to Point of Beginning; From said P.O.B., thence run S 89°48'43" E for 126.04 feet; thence run N 0°11'17" E for 50.00 feet; thence run N 89°48'43" W for 150.00 feet; thence run S 38°58'55" W for 150.00 feet; thence run S 51°01'05" E for 50.00 feet; thence run N 38°58'55" E for 126.04 feet to P.O.B.

Illustrated and shown on Florida Power & Light Company Drawing No. E-57362 marked "Exhibit C", attached hereto and made a part hereof.

REC-4001 REC-636

EXHIBIT "A"
Sheet 2 of 2

PLEASE RETURN TO
A. I. OWLEY
P. O. BOX 111761 COL
FT. LAUDERDALE, FLA.



SURVEYOR'S NOTES:

- 1. Bearings and co-ordinates shown herein are based on State Plane Coordinate System, East Zone, State of Florida.
- 2. Municipal control shown herein taken from C.B.S.P.F.C.D. Right-of-Way Maps for Levees L-20 and L-30 and State Road Right-of-Way Maps for S.R. 90 and S.R. 27.

SURVEYOR'S CERTIFICATION:

WE HEREBY CERTIFY: That the attached PROPOSED S.W.S. 122 TRANSMISSION LINE ROUTE is true & correct to the best of our knowledge and belief as recently prepared under our direction.

A. R. TOUSSAINT & ASSOCIATES, INC.
 By: H. J. DeLoach, V. Pres.
 Registered Land Surveyor No. 602
 State of Florida

EXHIBIT C-14-D-10

RECORDING OFFICIAL RECORDS BOOK
 OF BREVARD COUNTY, FLORIDA
JACK WHEELER
 CLERK BY CIRCUIT COURT

LEGEND
 TRANSMISSION LINE ROUTE WITH UTILITY EASEMENT

LEVEE - TURNER POINT PLANT TRANSMISSION LINE

EXHIBIT C
TRANSMISSION LINE ROUTE
 THIS CERTIFIC CONCERNING AREA 20
 TWP. 33 S., R. 20 E. & TWP. 34 S., R. 20 E.
 BREVARD COUNTY, FLORIDA

FLORIDA POWER & LIGHT COMPANY

DATE: 5/31/2011

DR. R. WHEELER
 J. WHEELER
 J. WHEELER

REC. 4601 PAGE 6401

1" = 600'
 ASSOCIATES, INC.
 10000 W. US HWY 1
 SUITE 1000
 TAMPA, FL 33607

REF 7343 and 951

29626-3

PROPOSED F.P.O.L. CO. TRANSMISSION LINE ROUTE THRU FLOOD CONTROL DISTRICT LANDS IN CONSERVATION AREA NO 38

All of Central and Southern Florida Flood Control District's rights, title and interest in those lands lying within Conservation Area No. 38 and being within the following described boundary limits:

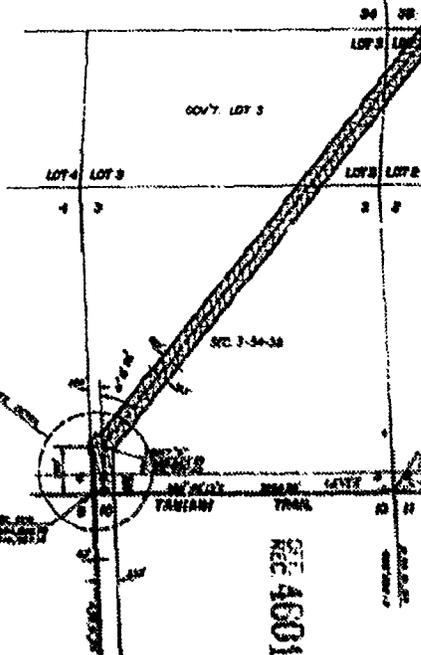
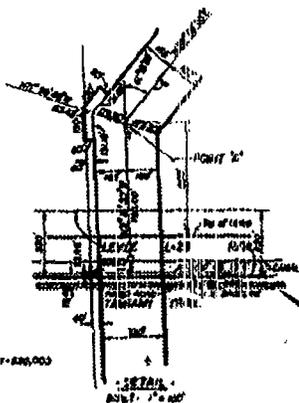
A strip of land 330 feet in width, being 165 feet on each side of a centerline, running through Section 3, Township 54 South, Range 36 East, Except Government L&P 3 and 2 between Townships 53 and 54 South, Range 36 East and Sections 33, 34, 35 and 36, Township 53 South, Range 36 East, of Dade County, Florida, said centerline being defined as follows:

Begin at a point on the South line of said Section 3, 205.45 feet East of the Southwest corner of said Section 3, thence run N4°16'30"W along a line 200 feet East of and parallel to the Northern extension of the West line of Section 10, Township 54 South, Range 36 East, for a distance of 190.00 feet to a pole, this point to be known as POINT 'A' and having coordinates of X=635,043.87 and Y=519,777.40; thence run N38°38'02"E for a distance of 23,070.42 feet to a pole, this point to be known as POINT 'B' and having coordinates of X=619,556.81 and Y=537,711.05; thence run S85°40'43"E for a distance of 772.89 feet to the East line of said Section 24, this point being 200 feet North of the Southeast corner of said Section 24 and being the end of said centerline.

Together with the following described parcels: PARCEL 'A' - Commence at above described Point 'A', thence run N77°38'48"W for a distance of 176.50 feet to Point of Beginning, thence run N38°08'02"E for 131.28 feet; thence run N4°16'30"W for 50.00 feet; S30°08'00"W for 19.00 feet; thence run S4°16'30"E for 150.00 feet; thence run S87°43'37"E for 50.00 feet; thence run N2°16'30"W for 131.18 feet to P.O.B. PARCEL 'B' - Commence at above described POINT 'B', thence run N22°54'54"W for a distance of 82.87 feet to Point of Beginning, thence run S85°40'43"E for 128.04 feet; thence run N0°11'17"E for 50.00 feet; thence run N85°03'43"W for 100.00 feet; thence run S30°08'00"W for 150.00 feet; thence run S37°02'02"E for 80.00 feet; thence run N38°28'02"E for 180.04 feet to P.O.B.

SUBJECT to the common right-of-ways of Lanes L-29 and L-30, and Storm Avenue (S.R. 27) which lie within the above described boundary limits.

SEE 34-83-38



PREPARED BY OFFICIAL SURVEYOR OF DADE COUNTY, FLORIDA
E. H. LEATHERMAN
STATE SURVEYOR
BY: [Signature]

REF 4601 and 639

PLEASE RETURN TO
A. F. CROWLEY
P.O. BOX 8245 33441 COL
11, CAUDERNALE, FLA

APPENDIX B

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

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

I. Recitals

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

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

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

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

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

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

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

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

II. Undertakings of the Parties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been executed by the parties on the dates shown below:

[Counterpart signature pages to follow.]

Date: _____

FLORIDA POWER & LIGHT COMPANY,
a Florida Corporation

By: _____



Terry L. Hicks
Vice President of Corporate Real Estate

Date: _____

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

By: _____



Eric Buerrman, Chair

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL

BY Al Loren DATE 8/21/2008

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

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

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

And

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

And

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

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

And

FPL easements over Government Lot 3:

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

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

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

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

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

Appendix 2

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

See attached:

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

LEGEND

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

REQUIRED ACCESS



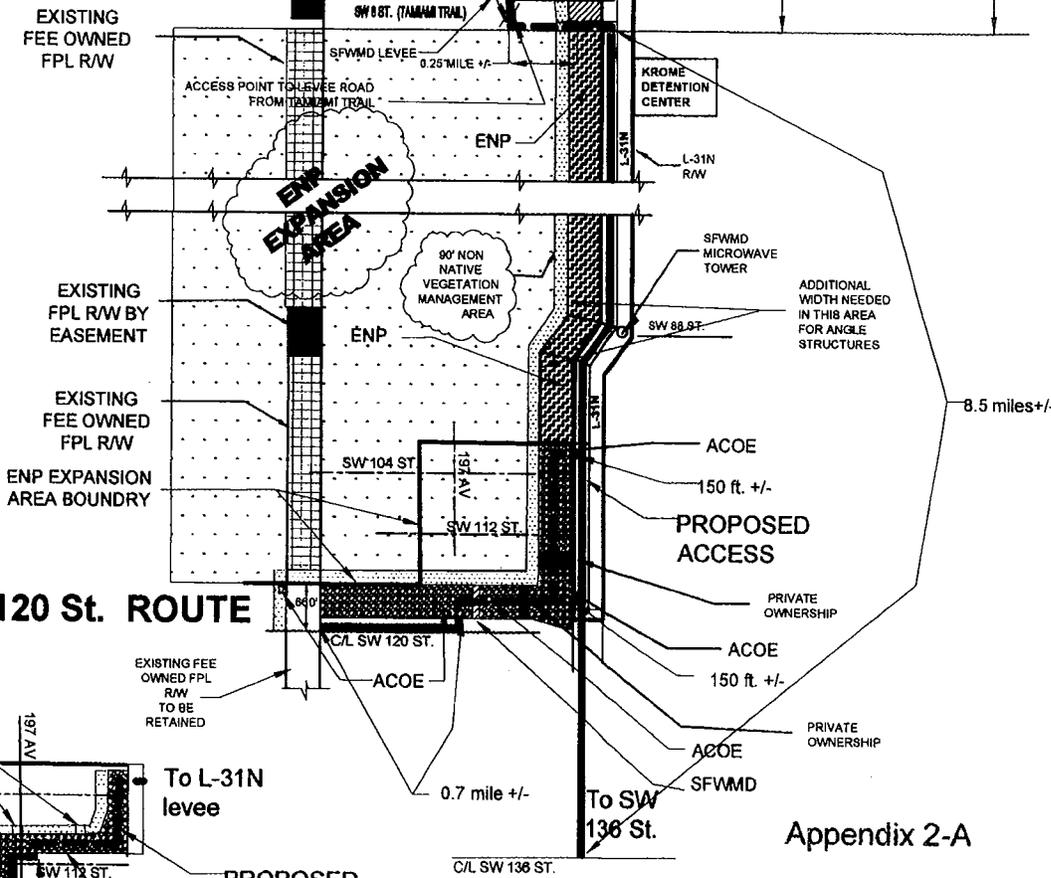
Not to Scale:

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.

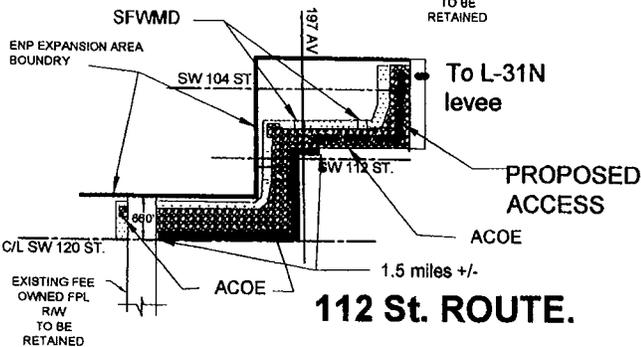
Access along 8.5 SMA Protection Levee

EXISTING FEE OWNED FPL R/W



120 St. ROUTE

112 St. ROUTE.

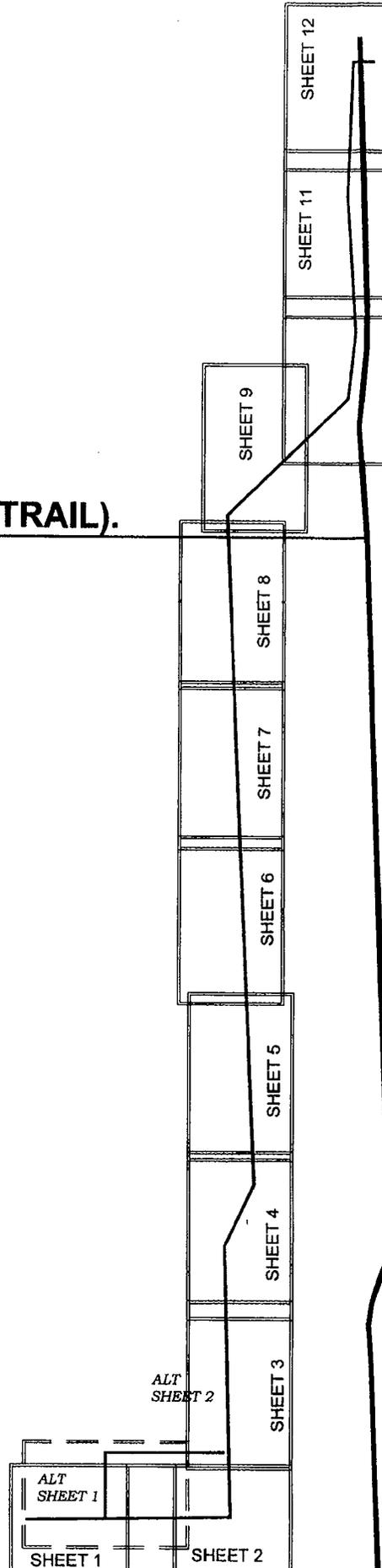


Appendix 2-A

CONCEPTUAL PLAN VIEW WITH UNDERLYING OWNERSHIPS WITH ACCESS



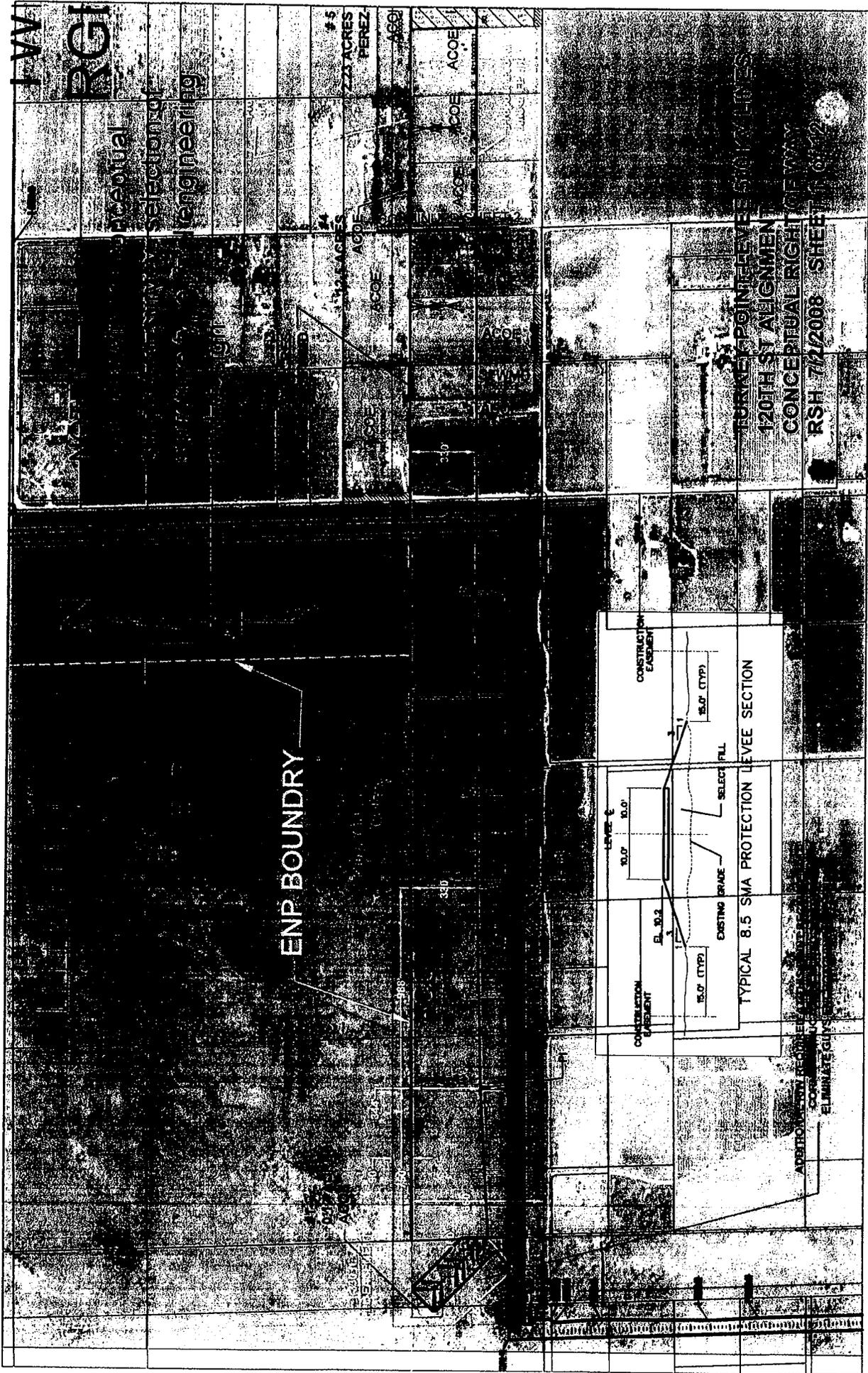
SW 8 ST (TAMIAMI TRAIL).

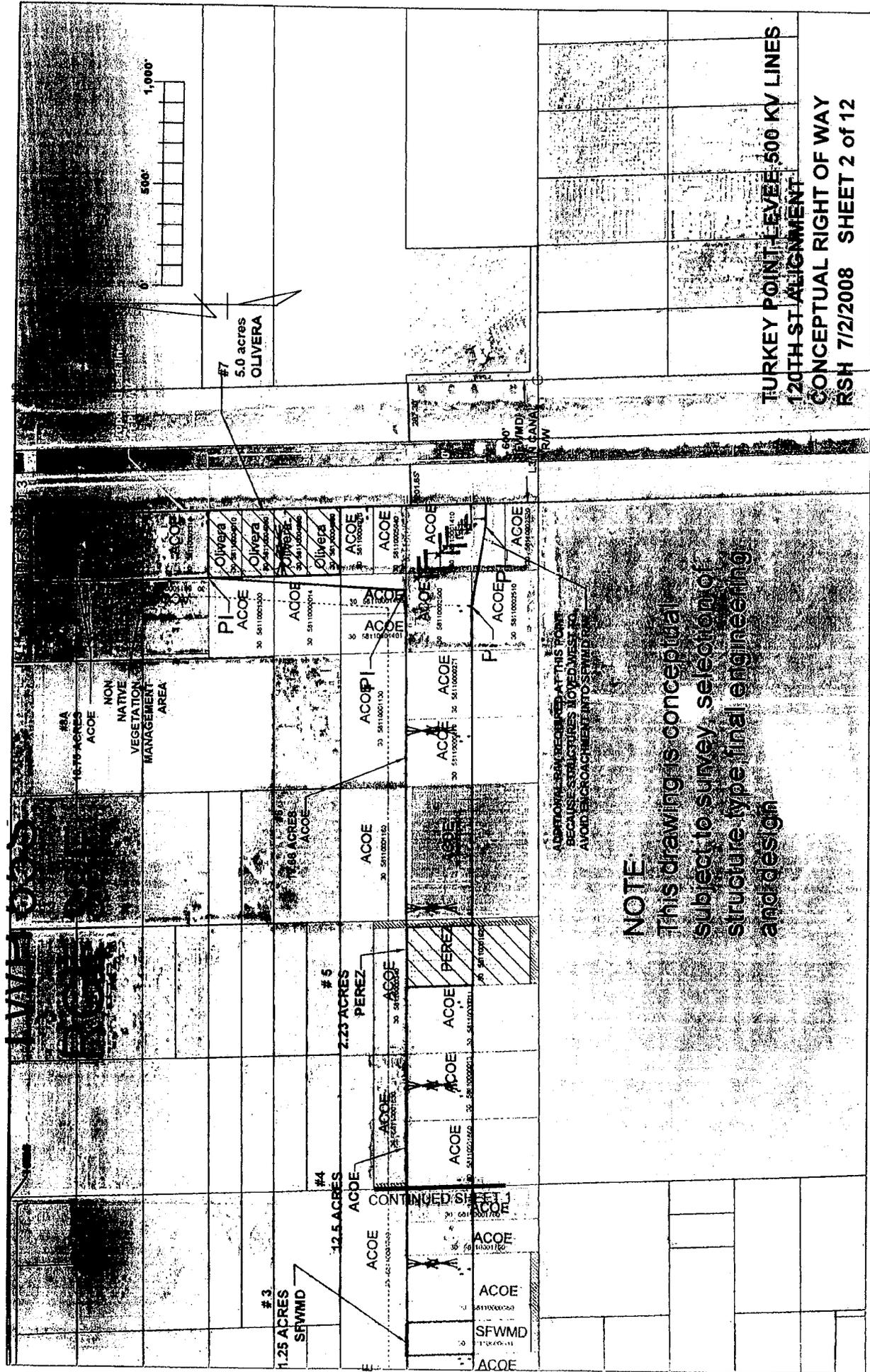


SW 177 AVE. (KROME).

**KEY MAP
FOR ROUTE
ALIGNMENTS**

RSH 7/2/08





ADDITIONAL PARCELS REQUIRED AT THIS POINT
BECAUSE STRUCTURES MOVED WEST TO
AVOID ENCROACHMENT INTO SFWMD

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

90 330

Proposed west line of SFWMD

ENP BOUNDARY

330

N



side of overlay of E.P. boundary
being received from E.P. as not
side with west boundary of SFWMD-31
R/W.



NOTE: This project is a conceptual
study to survey, select, and
structure type final engineering
design.

ACOE

TURKEY POINT LEVEE 500 KV LINES

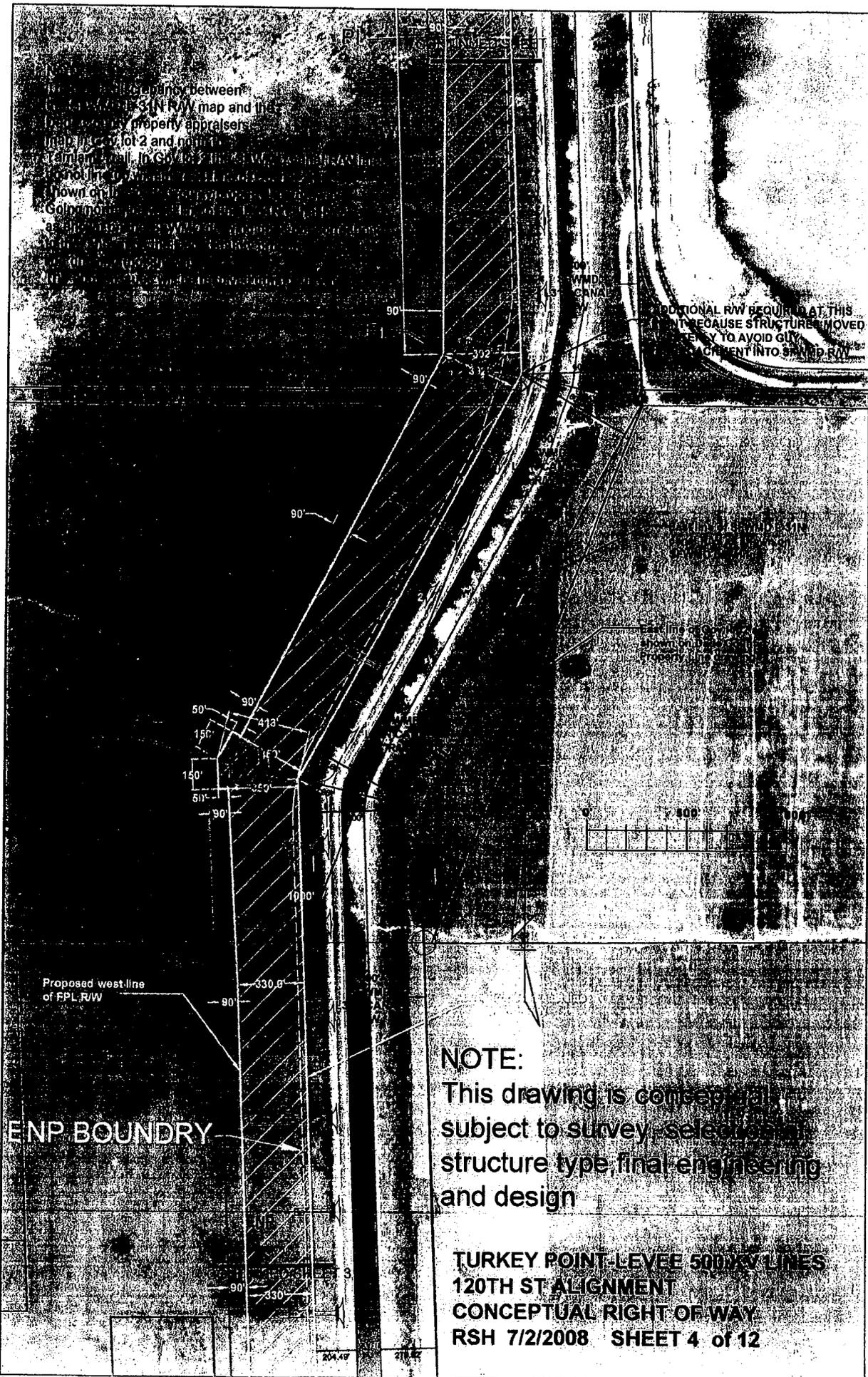
CONCEPTUAL RIGHT OF WAY

RSH-7/2/2008 SHEET 2 of 12

5S,

discrepancy between
 the 34N R/W map and the
 property appraisers
 map for lot 2 and north
 of said lot. In G.S. 18-113, the R/W is shown
 as not less than 100 feet wide. The
 shown on the map is 90 feet wide.
 Galbraith, the owner of the lot, has
 a proposed R/W of 90 feet wide.
 The proposed R/W is shown on the map
 as 90 feet wide.

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



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

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

NOTE:

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

ENP

90 48260000020

Proposed east line
of FAL RW

VEGETATION
MANAGEMENT

N

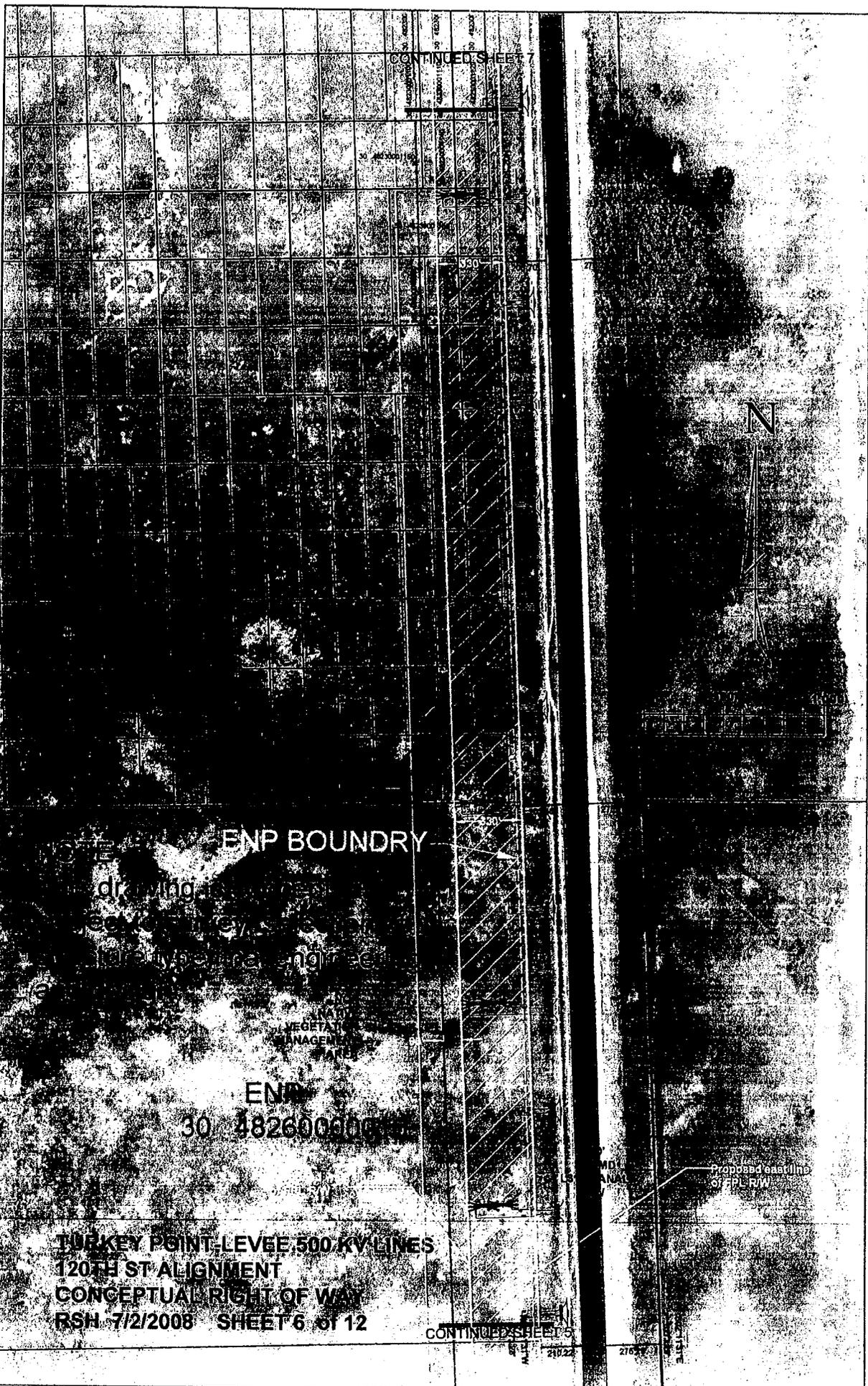


ENP BOUNDARY

TURKEY ROUTE
OF THE STATE

90 48260000020

CONTINUED SHEET 7



ENP BOUNDARY

drawing by
 10/15/08
 10/15/08
 10/15/08

NATIONAL
 VEGETATION
 MANAGEMENT
 PLAN

END

30 482600000

N

proposed enclosure
 of 120th St

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

CONTINUED SHEET 5

21022

27022

LINE

NOTE:

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

BAR
30-481-0080000

ENR BOUNDARY

Proposed West Line
of FEL R/W

Proposed East Line
of FEL R/W

TURNKEY POINT LEVEL 500 KV LINES
PRELIMINARY ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/008 SHEET 7 of 12

CONTINUED SHEET 9

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

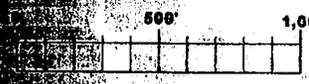
PI

600'
SFWD
L31N CANAL
R/W

1100000010

NON
NATIVE
VEGETATION
MANAGEMENT
AREA

500' 1,000'



600'
SFWD
L31N CANAL
R/W

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

CONTINUED SHEET 7

Offset Criteria Per SFWMD (07/02/2007)

Use the greater of either:

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

NOTE

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

SFWMD

30 48010000010

0' 100' 200' 300' 400' 500' 600' 700' 800'

VEE
WALL

PROPOSED WEST LINE
OF TPL R/W

PROPOSED EAST LINE
OF TPL R/W

WMD
30 48010000010

TURKEYPOINT VEE 500 WALLS
120TH STREET
CONCEPTUAL RIGHT OF WAY
REV. 7/2/2007 SHEET 9 OF 12

CONTINUED SHEET B

8874536V
MAY 07

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



CONCEPTUAL RIGHT OF WAY
BSH 7/2/2008 SHEET 11 of 12

CONTINUED FROM SHEET 10

...ings...
...survey...
...engineer...
...and...

PROPOSED WEST LINE
OF PPL R/W

83-00000

West Line of
L-30 Canal
R/W Line

ROF DSL - EAST LINE
OF PPL R/W

Offset Criteria Per S&WMA (07/02/00)

Use the greater of either:

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

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

NOTE

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

To existing
Levee sub 

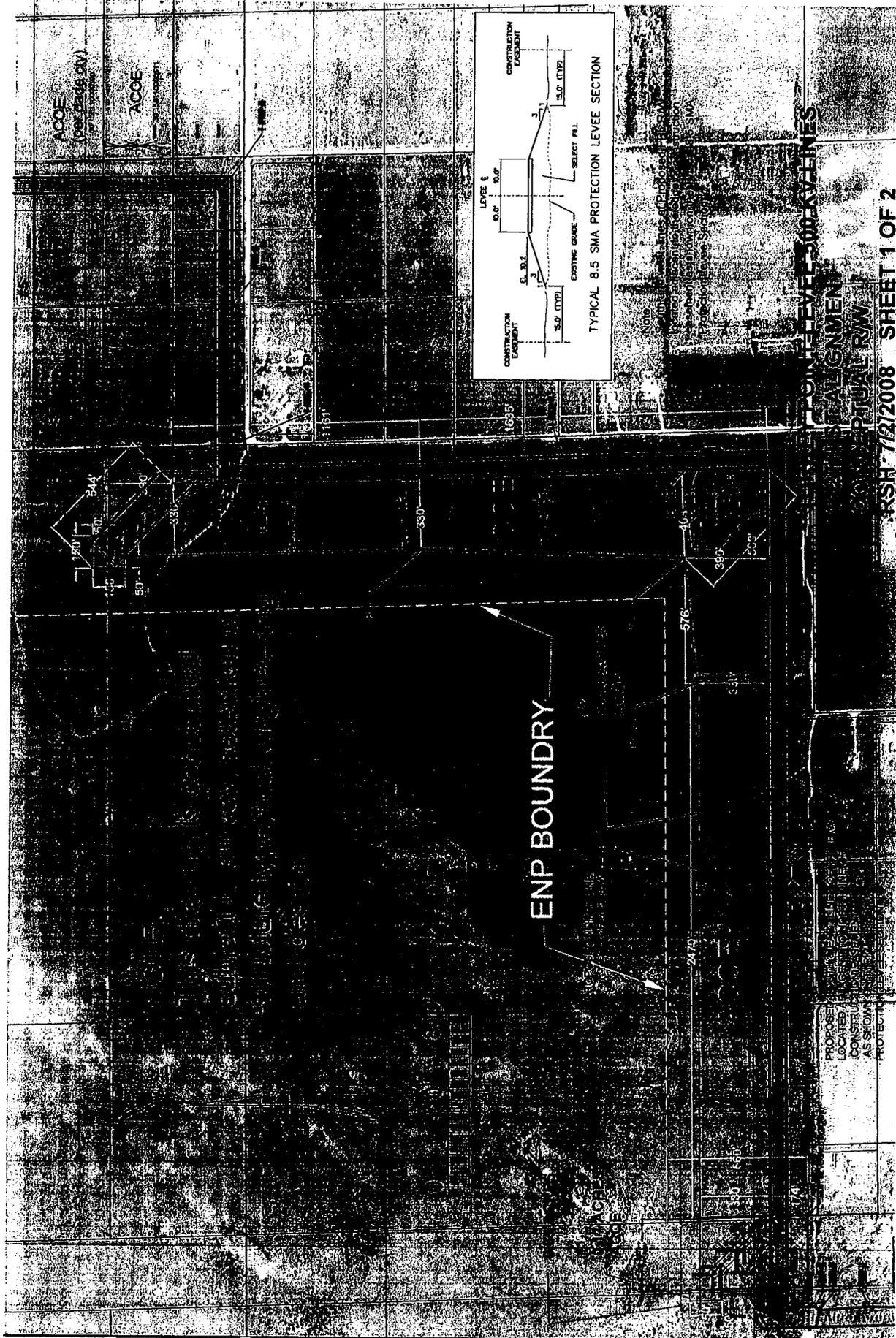


DATE: 07/20/07
BY: [illegible]
CHECKED BY: [illegible]
SCALE: 1:50000

TURKEY POINT LEVEE 3000' ELEVATION
120TH ST ALIGNMENT
CONCEPTUAL RIGHT OF WAY
RSH 7/2/07 SHEET 12 OF 12

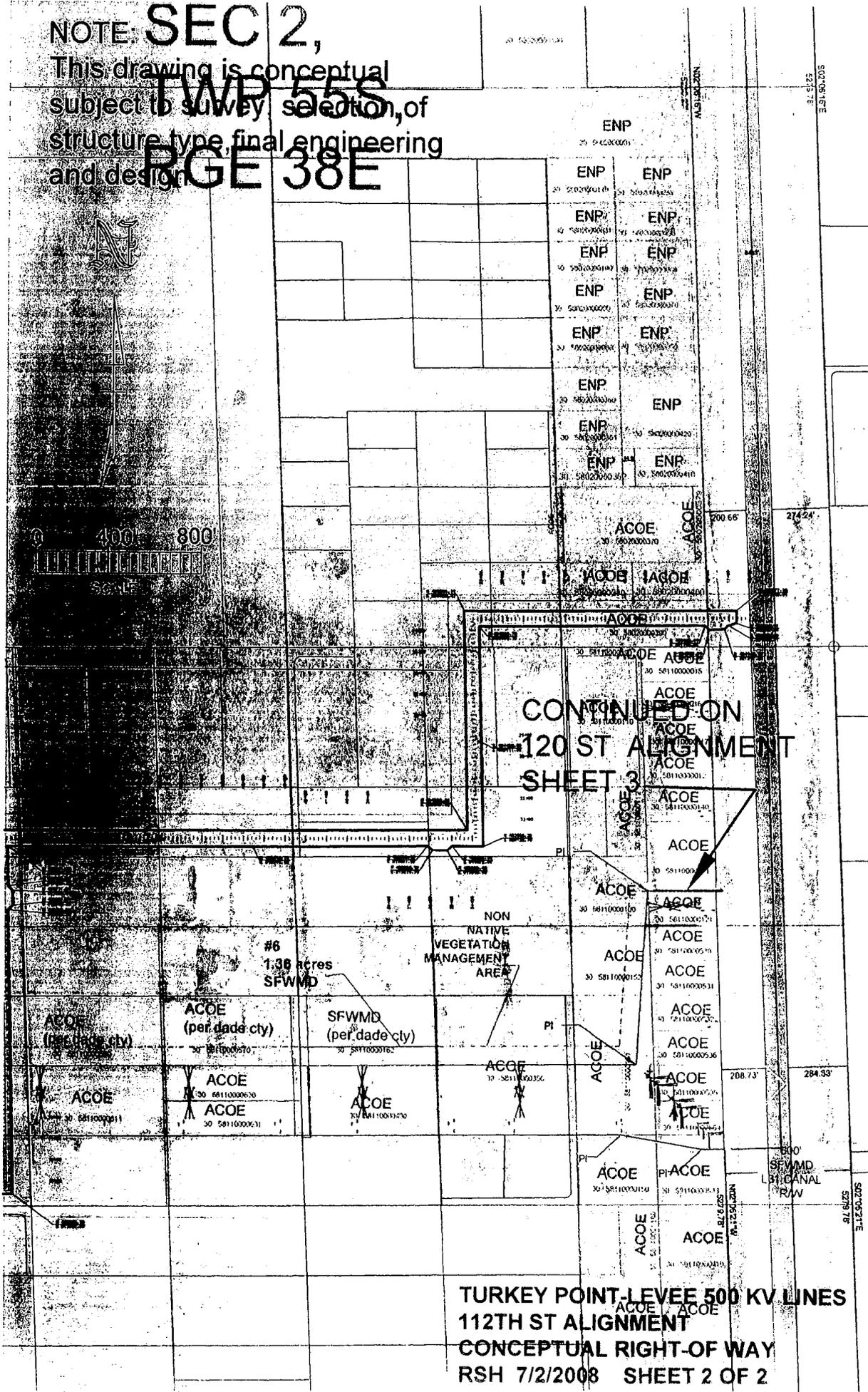
MID
100000

0400000040



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

TWP 55S
 RGE 38E



CONTINUED ON
 120 ST ALIGNMENT
 SHEET 3

#6
 1.36 acres
 SFWMD

NON
 NATIVE
 VEGETATION
 MANAGEMENT
 AREA

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

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

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

All Sections:

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

ACOE

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

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

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

For alternate route along 112th Street.

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

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

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

SFWMD and TITF

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

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

From SW 8th Street to NW 41st Street

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

For these segments, easement must also grant rights to

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

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

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

All Sections:

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

ACOE

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

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

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

For alternate route along 112th Street.

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

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

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

SFWMD and 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.

CONCEPTUAL CONFIGURATION OF PROPOSED RELOCATED FPL R/W ALONG ENP

2-SINGLE POLE SINGLE CIRCUIT 500 KV LINES

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

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

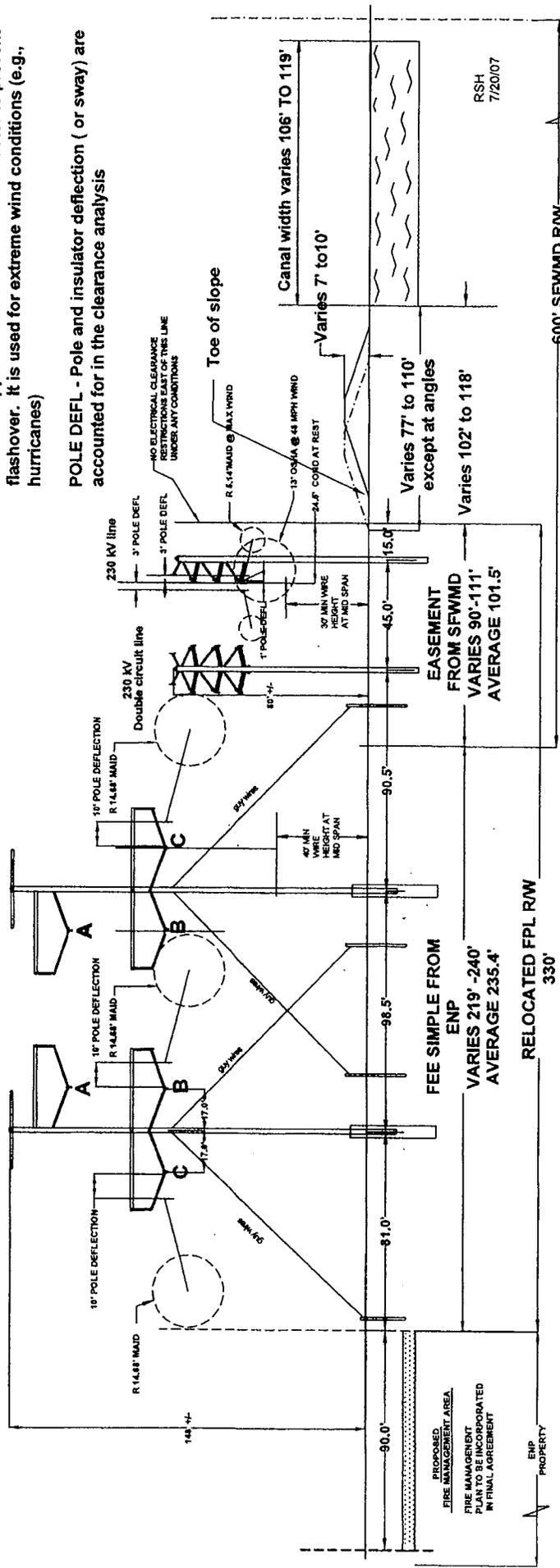
- 1) No closer than 102' to the western edge of the SFWMD L-31 canal.
- 2) The lesser of the distances to the western edge of the SFWMD L-31 canal from the following:
 - a. A point 14' west of the west toe of slope of the existing levee.
 - OR
 - b. 110' to the west edge of the canal.

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

500 KV LINES
 3 BUNDLED 1272 ACS/RAW CONDUCTORS
 2-7 #8 AW OHGW's
 1050' +/- SPANS, OR DISTANCE BETWEEN POLES

230 KV LINES
 143T ACS/RAW & 7#8 AW OHGW's
 500' +/- SPANS

LOOKING NORTH



NOTES:

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

DEFINITIONS:

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

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

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

RSH
7/20/07

600' SFWMD R/W

Appendix 3

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

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

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

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

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

EXHIBIT A

Utility Easement by and between FPL and SFWMD

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

UTILITY EASEMENT

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

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

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

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

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

To Grantor:

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

To Grantee:

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

with a copy to:

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

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

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

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

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

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

Signed, sealed and delivered
presence of:

Signature
Print Name: _____

Signature:
Print Name: _____

Signed, sealed and delivered
presence of:

Signature
Print Name: _____

Signature:
Print Name: _____

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Its: _____
Print Name: _____

FLORIDA POWER & LIGHT
COMPANY

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

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

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

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

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

Print name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "A-1"

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

Exhibit "A-2"

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

EXHIBIT B

Prepared By and Return to Following Recording:

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

PARTIAL RELEASE OF PERMIT AGREEMENT

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

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

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

Signed, Sealed & Delivered in
The Presence of:

FPL:
FLORIDA POWER AND LIGHT
COMPANY

Print Name: _____

Print Name: _____

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

ACKNOWLEDGMENT

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

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

Notary Public

Print

My Commission Expires: _____

Exhibit "A"

[Legal Description to be provided]

EXHIBIT C

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

Prepared by and Following Recording Return to:

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

NON-NATIVE VEGETATION AND FIRE MANAGEMENT EASEMENT

Sec. _____, Twp _____, Rge _____
Parcel I.D. _____

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

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

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

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

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

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

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

To SFWMD:

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

To FPL:

Vice President of Corporate Real Estate
Florida Power & Light Company

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

with a copy to:

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

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

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

[Remainder of page intentionally blank; Signature pages follow]

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

Signed, Sealed & Delivered in
The Presence of:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,

A public corporation of the State of
Florida

Signature:
Print Name: _____

by: _____
Print Name: _____
Address: _____

Signature:
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

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

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

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

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

Executed in the presence of:

GRANTEE:
FLORIDA POWER & LIGHT COMPANY

Print Name: _____

By: _____

Terry L. Hicks
Vice President of Corporate Real Estate

Print Name: _____

ACKNOWLEDGMENT

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

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

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

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

Exhibit "A"

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

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

EXHIBIT D

Access Easement from South Florida Water Management District to FPL

This Instrument Prepared by and Return to:

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

ACCESS EASEMENT

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

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

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

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

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

5. Miscellaneous.

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

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

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

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

To Grantor:

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

To Grantee:

Vice President of Corporate Real Estate

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

with a copy to:

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

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

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

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

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

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

EXECUTED as of the date and year first above written.

[Remainder of page intentionally blank; Signature pages follow]

ACCESS EASEMENT

[Signature page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Name: _____

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

Name: _____

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

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

Notary Public, State of Florida

My Commission No:
My Commission Expires

EXHIBIT A

THE EASEMENT PROPERTY

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

EXHIBIT B

FPL Adjacent Facilities Property

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

Exhibit E

Prepared By and Return To:

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

(This space reserved for recording information)

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

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

RECITALS:

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

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

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

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

AGREEMENTS:

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

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

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

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

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

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

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

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

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL

BY Alu Cooper DATE 8/18/2008

By: _____
Print Name: _____
Title: _____

FPL:
FLORIDA POWER & LIGHT COMPANY,
A Florida corporation

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

ACKNOWLEDGMENT

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

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

Notary Public, State of Florida

Notary Printed Name

My Commission Expires:

ACKNOWLEDGMENT

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

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

Notary Public, State of Florida

Notary Printed Name

My Commission Expires:

EXHIBIT A

Legal Description

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

APPENDIX C

SFWMD Responsibilities Relating to Wading Birds

Wildlife populations are highly visible components of the Everglades and as such, have played a major role in the management and restoration of this ecosystem. Much of the controversy and litigation surrounding the effects of water management on wildlife populations stemmed from a poor understanding of the hydrologic needs of key species. This oversight was first addressed in the Everglades Forever Act (EFA), which mandated that the District shall conduct research to understand the hydrologic and ecological needs of the Everglades. As a consequence of this, and because wading birds can be used as a hydrologic yardstick of environmental health, the research and monitoring pertaining to wading bird populations is directly linked to SFWMD operations.

The District's responsibilities with regard to understanding the needs of key wildlife species were expanded as part of the Comprehensive Everglades Restoration Plan (CERP). As a major stakeholder in CERP, the District is obligated to investigate the past, current, and future of the ridge/slough landscape for its formation and maintenance mechanisms to establish appropriate goals for restoration and criteria of restoration success. Provisions within The Water Resources Development Act of 2000 (WRDA) provide for specific authorization for an adaptive assessment and monitoring program. A system-wide program that is known as "Restoration Coordination and Verification" (RECOVER) was devised to ensure that a system-wide focus is maintained throughout the ongoing planning and implementation of CERP. It is designed to organize and provide the highest quality scientific and technical support during the implementation of the plan. The restoration plan is science-based, and it is the role of RECOVER to ensure that science continues to guide implementation of the plan. RECOVER provides an ongoing process of assessment and refinement of the Comprehensive Plan.

RECOVER developed the Monitoring and Assessment Plan (MAP) as the primary tool to assess the system-wide performance of the CERP. It uses wildlife populations as a basis for setting hydrologic targets and as performance measures for restoration success. In addition, CERP requires updated ecological information to fine-tune those targets and to identify hydrologic needs of aquatic fauna. Restoration planners and scientists associated with the implementation of the RECOVER have established the restoration of healthy wading bird populations in the greater Everglades ecosystem as a primary goal of the Plan. Moreover, wading birds function as one of the best indicators of restoration success.

The importance of documenting and tracking the status and trends in wading bird nesting patterns has recently become elevated in the context of restoration programs because of a new requirement from Congress that Interim Goals be set for the natural system goals of CERP. The logic of this requirement is that the funding sources (the Federal and State governments) do not wish to wait until the implementation of the Plan is completed in approximately 2035 to determine if it is meeting its goals. Congress now requires "interim" goals, which are "predictions" or expectations of the level of performance by key CERP indicators for 5-year increments of time throughout the implementation of the Plan. Reports on how well the Plan is meeting its Interim Goals will go to Congress at five-year intervals (and annually to the National Academy of Sciences, which also will be reporting to Congress on how well CERP is meeting its

natural system goals). Wading bird indicators are a fundamental and highly visible component of the periodic Interim Goals reports produced by the multiagency RECOVER team.

CERP Targets And Interim Goals For Wading Birds

The goal is to have a common set of wading bird indicators and performance measures applicable at system-wide scales, which can support all restoration planning, assessment and reporting needs and requirements. These comprehensive wading bird performance measures are used to support, (1) RECOVER's program of CERP assessments, including the System Status Reports and Interim Goals Reports to Congress, (2) the reports by the Science Coordination Group to the South Florida Ecosystem Restoration Task Force on overall progress in restoration, and (3) reports to the public in the form of restoration report cards, and the annual South Florida Wading Bird Report. The annual South Florida Wading Bird Report (SFWBR) edited by the SFWMD ([link](#)) was the very first effort to evaluate Everglades restoration activities and the compiled nesting data from this report is currently used by CERP MAP as an index of wading bird nesting effort.

Performance Measure Targets

Specific restoration targets for mainland nesting patterns by the general population of wading birds were first proposed by Ogden, Bancroft and Frederick (1997), and for Wood Storks by Ogden et al. (1997). These include the following:

1. Increase and maintain the total number of pairs of nesting birds in mainland colonies to minima of 4,000 pairs of Great Egrets, 10,000 to 20,000 combined pairs of Snowy Egrets and Tricolored Herons, 10,000 to 25,000 pairs of White Ibis, and 1,500 to 2,500/3,000 pairs of Wood Storks. Shift the timing of nesting in mainland colonies to more closely match pre-project conditions.
2. Specific recovery objectives would be for storks to initiate nesting no later than January in most years (as early as December in some years), and for ibis, egrets and herons to initiate nesting in February - March in most years (especially in ecotone colony locations).
3. The return of major Wood Stork, Great Egret and ibis/small egrets and herons nesting colonies from the Everglades to the coastal areas and the headwaters ecotone of the mangrove estuary of Florida Bay and the Gulf of Mexico.
4. The reestablishment of historical distribution patterns of Wood Stork nesting colonies in the Big Cypress basin (including Corkscrew Swamp) and in the region of mainland mangrove forests downstream from the Shark Slough and Taylor Slough basins. Increase the proportion of birds that nest in the southern ridge and slough marsh-mangrove ecotone (headwaters) to greater than 50% of the total for the entire Everglades basin.
5. For storks, an annual reproductive productivity for all colonies combined of greater than 1.5 chicks per active nest

In addition, Ogden (1994) and Frederick and Ogden (2001) have shown the pattern of periodic super colonies that once occurred in the Everglades. A restoration expectation is the recovery of these large nesting events as follows:

6. An increase in the return, frequency, and size of wading bird super colonies consisting primarily of White Ibis in response to interannual variation in rainfall in the tributary headwaters of Shark River Slough and other Gulf of Mexico mangrove estuaries at a frequency of 1 to 2 events per decade. (The specific locations of the above tributary and coastal nesting colonies will be controlled by sea level and estuarine geomorphology in addition to the functionality of food webs.)

A Summary of Federal Guidelines Pertaining To Wood Stork Nesting And Foraging Locations

Colony (Nesting) Sites

- a. Do not place power lines and other towers (≤ 200 feet in height) within 1 mile of the colony.
- b. Maintain natural hydroperiods (water levels) in nesting sites throughout the breeding season to provide 2-5 feet of water under the nest trees during breeding activity.
- c. Colony site longevity – Many stork colonies experience periods of inactivity, primarily due to natural and anthropogenic changes in hydrology that result in conditions unfavorable for nesting (e.g. extended drought, wetland drainage etc.). Stork colonies have become active again after as long as 10 years of inactivity, although shorter periods (1 – 2 years) of inactivity is more common. USFWS recommend a 10-year period post-abandonment prior to releasing the colony site from regulatory restrictions.
- d. Year-round restrictions include vegetation removal, unauthorized changes in hydroperiod, and construction of buildings, roadways, towers, powerlines or canals.
- e. No human intrusion within 100 m during the active nesting period

Foraging Sites

- f. Foraging sites during the breeding season are of particular concern due to their impacts on breeding success/nestling production. Efforts should be made not to impact these sites. For southern Florida (south of Lake Okeechobee), this includes wetlands found within a 30-km (18.6 mile) radius of each colony. However, wetland foraging sites outside of these ranges that are known to be foraged in by breeding birds should not be impacted.
- g. Do not construct tall towers (with guy wires) and/or power lines within 1 mile of major feeding sites.
- h. Foraging sites should not be subject to activities that alter their normal hydrology, including seasonal drying patterns as these can negatively impact densities and occurrences of prey.
- i. Human intrusion into the feeding sites should be restricted, with no human activity within 330 feet (100 m) of the site if a vegetative barrier is present, 660 feet if no barrier is present.

Relevant Wood Stork Information

Population Status And Importance Of The Tamiami Colony Cluster

The wetlands of the southern Everglades and Big Cypress historically supported the core reproductive habitat for the wood stork, to the extent that over 75% of the U.S. population bred in this area (Coulter et al. 1999). The breeding population in the Everglades has declined by over 80% since the 1930s and by at least 50% since the 1960s. Storks also began nesting in more northerly locations in north and central Florida, Georgia, and South Carolina from the 1970s (Ogden *et al.* 1987, Harris 1994, Murphy 1994). These dramatic changes in the characteristics of storks nesting in south Florida have been related to radically altered distributions and timing of surface water in the Everglades (Ogden 1994). In consideration of these changes, the wood stork was listed as endangered at both the federal and state level in 1984.

While the focal cluster of colonies proximate to the proposed TLCs is only one of a number of wood stork breeding areas in south Florida, its management and restoration is critical for wood storks both at the regional and national levels. The cluster typically supports approximately half of all annual stork nests in the Everglades, and thus in terms of population size it is one of the most important CERP nesting areas in south Florida.

Biology And Ecology

The Wood Stork is a large wading bird standing 85-115 cm tall and with a wingspan ranging between 150 and 165 cm. It nests colonially and forages locally in shallow wetlands. It feeds by tactilocation and therefore requires high densities of fish prey in relatively shallow, open water to feed efficiently. Wood storks are relatively long lived birds (surviving up to 30 years in captivity). They exhibit a strong degree of colony-site fidelity, generally returning each year to a specific breeding colony.

Wood storks have an exceptionally lengthy nesting period that spans approximately 110-150 days from nest construction to fledgling independence. Successful reproduction requires the initiation of nesting early in the dry season to allow young to fledge prior to the onset of the summer rains and the resulting reduction in prey availability. Historically storks in the Everglades initiated nesting in November/December and fledged their young in April, which provided appropriate foraging conditions for the fledglings for a few months prior to the rainy season; currently storks start nesting from January to March, and young often fledge after the rains have started.

Stork nests are relatively large, flat platforms built from sticks collected from within a few thousand feet of the colony (Coulter et al 1999). This collection area is equivalent to the USFWS primary and secondary zones. Nest construction takes about 2-3 days to complete, but new material is collected and added to the nest throughout the nesting period.

Storks lay between 1-5 eggs at intervals of 1-2 days with incubation lasting 27-32 days. After hatching parents feed the nestlings up to 15 times per day, with the number of foraging trips increasing in proportion to the number and age of the nestlings.

By age 50-60d old juvenile birds leave the nest, travelling each day between 100 m – 1 km from the colony (i.e. within the USFWS secondary zone and beyond). At this time birds are learning to fly and to forage efficiently, but they return frequently to the nest to be fed by the parents. Birds are not fully developed at this age and their flights are relatively uncoordinated (Kahl 1972). These preliminary excursions continue for about four weeks until the nestlings gain independence from their parents at approximately 70 - 80 days old. Large numbers of these inexperienced birds can be found around the colonies. In 2009 approximately 500 juvenile storks were observed within a one mile radius of Tamiami West colony (Mark Cook pers. obsv.).

At independence juvenile birds remain and feed in the Everglades for many weeks if foraging conditions are suitable (Borkhataria 2009, Kahl 1964, Rodgers 1987) but will leave the Everglades in search of better habitat if conditions are too dry or too wet. This period of post-fledging foraging in the Everglades appears to be critical for the future survival of the fledglings (Borkhataria 2009).

Wood storks use two general forms of aerial travel: flapping flight and soaring/gliding flight. For long distance flights they tend to use thermals to soar to altitudes over 1000 m and then glide several kilometers to next thermal to cover horizontal distance. Thermals generally form from mid morning until late afternoon and are generally limited to warm, windless days with limited cloud cover. Wood storks often use flapping flight: for example, when leaving the colony to find a thermal, when conditions are relatively cool and during nocturnal flights when thermals are not available, and for short distance flights such as those in and around colonies (within the primary and secondary zones). Flapping flights tend to occur at relatively low elevations and birds appear less maneuverable than during soaring flights. Adult storks exhibit a number of behaviors within the colony that involve flapping flights such as aerial clattering threat flights, mating flying-around behavior (Coulter 1999), and nesting material collection flights.

A Literature Review Of Avian Mortality Caused By Power Lines

A. Collision Risk

Powerlines appear to constitute a significant collision hazard for birds. It is estimated that between 130 and 175 million birds are killed annually in the US by collisions with transmission line corridors (Erickson et al. 2005, Manville 2005), and this may be a significant underestimate due to minimal monitoring efforts on a large-scale basis (Erickson et al. 2005). The probability of collision varies greatly among species, and a number of interrelated factors related to the biology of the bird, its environment and characteristics of the transmission line corridor affect the likelihood of collision. This section summarizes the important factors that influence collision risks of birds and relates this to the pertinent biology and ecology of the wood stork.

The habitat in which a transmission line corridor is placed has a strong influence on collision risk for the local bird community. Collisions appear to increase greatly in open habitats, and birds in open wetland habitats appear to suffer particularly high rates of collision related mortality (Faanes 1987, McNeil et al 1985, Malcolm 1982). Accordingly, a number of experts recommend that transmission line corridors should not be placed in open wetlands (Faanes 1987, McNeil et al 1985) such as the Shark River Slough region of Everglades National Park and Water Conservation Area 3B.

The particular location of the transmission line corridor within a habitat also has a major influence on the threat of collision. Mortality risk is greatest when lines cross nesting, feeding and roosting areas, particularly those that support a large abundance and diversity of birds (Mcneil et al 1985; Malcom 1982), as is the case in the Shark River Slough region of the Everglades. In one extreme example, 4000 dead birds were found along a short 2.8 mile section of a transmission line corridor in a large Montana wetland over a 16-month period, with peak collisions occurring during the nesting season. A subsequent botulism epidemic caused by the large number of dead bodies killed an additional 63,000 birds (Malcom 1982). Both the preferred and secondary western corridors cross important wading bird nesting and foraging areas. A similar occurrence in the Everglades would be devastating to the local nesting populations of all wading bird species.

The specific characteristics of a species, such as its morphology and behavior are key determinants of avian collision risk (Bevanger 1998, Jaans 2000). Of particular importance is how physical characteristics affect the flight ability of a bird. In general, highly maneuverable species (long wings and low body mass) are at lower risk of collision with power lines than less agile species (short wings and high mass). Bevanger (1998) and Jaans (2000) employed multivariate statistical approaches to categorize the probability of collision risk by avian family using body mass, wing structure, body length and tail length. Groups of birds with large broad wings and decreased wing loading such as storks, herons and ibises were considered relatively poor fliers and classified as a relatively high risk group. This has been verified by a number of studies which have determined that wading birds are at a high risk of collision (e.g., Saverno et al 1996, Rusz et al 1986). Others have shown that there is a disproportionately high percentage of Ciconiiformes species (i.e. storks, herons, ibis, etc) among collision victims. For example,

Garrido & Fernandez-Cruz (2003) reported exceptionally high levels of collision related mortality in the European white stork.

Behavioral characteristics of flight also affect the probability of collision (Bevanger 1998, Jaans 2000). For wood storks, the purpose of the flight likely has a strong bearing on collision risk. This is because it affects the form and altitude of the flight, the distance traveled, the frequency and duration of the flight, and thus ultimately the likelihood of encountering a transmission line corridor and the risk of hitting it. Storks associated with a colony use flight for multiple reasons. Some flights are relatively short in distance (within the secondary zone) and include the courtship, antagonistic, and nest material collection flights of adults (Coulter 1999) and the preliminary uncoordinated flights of juveniles. These are of the low-elevation flapping type (Bryan et al. 1995) flown at a height similar to that of the proposed lines (between 30 ft and 150 ft). The risk of collision for these flights may be independent of the visibility of the lines if the bird is distracted (antagonistic flights) or if a young bird is naive to a transmission line corridor or unable to negotiate it effectively. Other flights from the colony are much longer in distance and duration such as the foraging trips of adult birds to and from distant wetland areas to feed their nestlings. These usually rely on the energy-efficient high-altitude soaring flights if climatic conditions are appropriate. Birds not associated with the colony such as those foraging in the vicinity of the transmission line corridors from distant colonies and roosts will also tend to use soaring flights.

Direction of the flight is also important, particularly for the longer-distance flights. At the colony cluster adult storks fly in all directions from the colonies to forage in local marshes including Everglades national Park to the south and west, Water Conservation Areas 3A and 3B to the north and NW and the Pennsoco wetlands to the east and NE. The foraging locations and directions of travel will vary through the nesting season as prey availability responds to seasonal changes in hydrologic conditions. Hence, birds will need to negotiate a proximate transmission line as they enter and leave their nest site at least at some stage during nesting regardless of the relative position of the colony to the transmission line corridor.

Also important for understanding collision risk is the frequency at which both adult and juvenile storks encounter the transmission line corridor over the course of the breeding period. This is a function of the number of individuals in a colony as well as the frequency of a particular type of flight behavior and its duration during the nesting season. For example, a moderate number of juveniles each fly back and forth to the nest many times per day but only for a short three- to four-week period, while a similar number of their parents fly back and forth to the nest at a comparable frequency but for the entire nesting period. Essentially, the large number of individual flights within a colony, can potentially amount to a large number of potential interactions between each bird and the transmission line corridor on a daily basis. Given the large number of birds in a colony and the considerable duration of the nesting period, this can amount to literally millions of potential interactions between birds and the transmission line corridor over the course of a nesting season.

Life history stage and age of the bird also appear to have strong impacts on collision risk. Younger birds are less experienced and exhibit reduced flight ability relative to older birds. Several authors have stressed that juveniles and recently fledged waterbirds appear particularly

prone to collisions (Crivelli et al. 1988, McNeil et al. 1985, Schaub and Pradel 2004, Spalding and Forrester). Arguably the greatest risk of FPL's proposed transmission line corridor is to the juvenile storks in the weeks prior to independence. Their limited flight capacity and maneuverability, incomplete development, general naivety, and the large number of flights they undertake within the colony may make juvenile birds highly susceptible to collisions.

Time of day and weather patterns can also affect collision risk (Renssen et al., 1975; APLIC, 1994, 1996). McNeil et al. (1985) reported that avian collisions with transmission line corridors occur more often at dawn and dusk when visibility is relatively low. The wood stork is a crepuscular forager and will often fly during these low light conditions. Deng and Frederick's (2001) studies of wood stork flight behaviors in relation to transmission line corridors suggest that the threat of collision is greater when birds are foraging nocturnally and during inclement weather conditions such as foggy and windy conditions. Inclement weather is not uncommon during the nesting season in south Florida.

Finally, the size of the population is important to the overall impact of any collisions on the population. Avian populations can normally compensate for additional mortality deriving from unusual causes such as collisions with transmission line corridors but they may be seriously affected if the population is already reduced below a certain threshold level. Garrido & Fernandez-Cruz (2003), for example, showed that transmission line corridors had a significant demographic effect on the threatened European white stork population. The low population of the wood stork, particularly in south Florida, suggests that it also may be disproportionately affected by the TLCs.

The review of the literature revealed that relatively few studies have examined the effects of power lines on wading birds and of these none examined the particular issue of a transmission line corridor in close proximity to a colony. Those few that did study wading birds suggest that this group is particularly sensitive to collision risk (e.g., Saverno et al 1996, Rusz et al 1986, Garrido & Fernandez-Cruz 2003). Studies pertaining to Florida are also extremely limited. . Spalding and Forrester (1991) studied factors affecting mortality of birds from 61 wading bird colonies in Florida. They concluded that collisions with power lines were an important cause of mortality for adult and juvenile wading birds, including wood storks. Deng (1998) studied wading bird collisions along the Levee Midway line in the Everglades and reported a wading bird collision rate of only 0.005% from 41,000 bird crossings. However, these results are not fully relevant to the current FPL application. First, this study examined collisions at transmission line corridors placed considerable distances (> 5 miles) from the nearest colonies; thus, while it has some relevance for considering collision risk on foraging birds away from the colony, it is not appropriate for ascertaining the particular risks associated with birds at a nearby colony. Moreover, the physical characteristics of Levee Midway transmission line corridor are different from the current proposal; for example, the Levee Midway line is a single kV line H-frame with no guy wires or concrete pads. Finally, the Deng study conceded that the detectability of collisions was lowest during poor visibility conditions and at night, that is when collision risk to birds was greatest (Deng and Frederick 2001), and therefore the collision risk was likely underestimated. Indeed, Deng did report that seven wading birds were found dead/injured under the lines, including two wood storks. Deng (1998) also states that FWC reported finding 170 dead birds per year (mainly great blue herons and wood storks) under the Miami Canal

distribution line. Additional evidence for wading bird mortality on distribution and transmission lines in the Everglades is provided in a letter to the SFWMD by wading bird expert Prof. Peter Frederick from the University of Florida (see attached copy).

B. Electrocutation Risk

Wading birds including storks have been known to suffer high rates of electrocutions (Bevanger 1998, Jaans 2000). However, modern TLC designs such as those included in the current proposal have limited these risks and the SFWMD considers the risk of electrocutions to wood storks and other wading bird species to be minimal.

C. Habitat Loss

Habitat loss through construction of the proposed transmission line corridors may occur directly or indirectly. Direct loss of habitat would result from the construction of the large pads every 500m for the 230kv line and every 1000ft for the 500kV lines, as well as from the access roads along the entire lengths of the transmission line corridors. While this would amount to a small area of wetland habitat relative to the total habitat within a CFA, one should also consider the relative ecological value of the habitat. The region through which the proposed transmission line corridors pass, the headwaters of Shark River Slough, is one of the primary foraging regions for storks and other wading birds in the Everglades, often supporting tens of thousands of foraging birds, and is one of the primary focal regions for CERP hydrologic restoration. This habitat is considerably more important to foraging birds than other local areas such as the ponded areas in WCA 3A that are generally too deep for foraging or the northern regions of WCA 3B that are too dry.

Pad and road construction might also incur a considerable indirect loss of foraging habitat by altering the hydrology of the region. Although FPL propose adding culverts to maintain hydrologic conditions, the primary objective of the DECOMP component of CERP is to remove physical structures and their associated culverts since it is generally agreed that they impede historic hydrologic flow patterns. In short, large pads and access roads in Everglades wetlands are not compatible with CERP restoration goals. Any effects on hydrology would impact foraging conditions not only the CFA of the local colonies but also the large and critical colonies further downstream in southern Everglades National Park.

The TLCs are also likely to impact a number of local tree islands. A primary goal of the CERP is to increase nesting populations of the wood stork in the area and these islands are considered important for future expansion of the local wood stork colonies.

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Telephone: 904/392-4851

University of Florida
Institute of Food and Agricultural Sciences
School of Forest Resources and Conservation
DEPARTMENT OF WILDLIFE AND RANGE SCIENCES

RECEIVED

JUN 15 1992

RECEIVED Hall
JUN 12 1992

6 June, 1992

Mr. Pete David
Environmental Sciences
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida

REGULATION DEPT. - 401

EVERGLADES RESEARCH DIV.

Dear Pete,

Due to some recent observations, I am becoming increasingly uneasy about the prospect of placing high voltage powerlines near wading bird colonies, particularly with respect to the proposed new route through northeastern Water Conservation Area 3b. The observations are as follows:

1. On 31 May I observed two juvenile Snowy Egrets and one adult Tricolored Heron with broken wings in the midst of a foraging flock of mixed wading bird species, directly underneath the large powerlines along the oil line just north of Alligator Alley and immediately west of route 27. The Tricolored Heron was collected and submitted to Marilyn Spalding, a University of Florida wildlife pathologist, who confirmed that the fractured wing was typical of other powerline collisions she has seen, and that the bird was not otherwise impaired. The fracture was quite recent. I chased the Snowy Egrets enough to tell that one wing on each was clearly dislocated or broken - these were not cases of juveniles having trouble developing flight skills.

2. On 1 June (the next day) I observed two juvenile Tricolored Herons, and two adult Snowy Egrets in the same spot, all unable to fly, with similarly damaged wings. I have not been back to the site until after heavy rains, at which time the foraging groups had dispersed.

3. A Florida Game and Freshwater Fish Commission Wildlife Officer told me that he has seen wading birds hanging from the powerline just west of rte. 27 and north of Alligator Alley on "a half-dozen mornings" in the past six months. There is no way to know how often the officer glances at the powerline during his daily perambulations.

4. At the Tamiami Trail colonies, much lower powerlines (on

telephone poles) are immediately adjacent to the nesting area. I have found four carcasses of adult White Ibises directly beneath the powerlines, in five trips into the colony. I enter the colony by only two trails, both of which cross the powerline at a 90 degree angle. Thus my sampling of the powerline is minimal. Carcasses of adults have not been found elsewhere in the colony.

Taken together, this information suggests that:

- a. wading birds are subject to frequent collisions with powerlines when the birds are attracted to the area.
- b. the vegetation management underneath the high voltage lines north of Alligator Alley tends to attract wading birds to forage there.
- c. powerlines are particularly detrimental to wading birds when placed close to colonies.

These recent observations are far from a controlled study, but the circumstances suggest strongly that the detrimental effects of powerlines should be better understood. Further, they suggest that the construction of a powerline close to the Mud Canal colony in northeastern WCA 3b is a very poor idea, and is likely to lead to mortality of adults and juveniles using that breeding site; the actual extent of the mortality is unknown, and it is similarly unknown whether endangered species will be involved (such as Wood Storks). The Mud Canal colony has been active in all years it has been wet during the last seven years, and cannot be classified as transient. I urge some special consideration for this colony as the powerline is being planned, and strongly urge a monitoring study for the effect of this powerline, and other existing ones in the area.

Sincerely,



Peter Frederick
Adjunct Assistant Professor

APPENDIX D

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into on this _____ day of _____, 2011, between the South Florida Water Management District ("DISTRICT"), a political sub-division of the state of Florida and Florida Power and Light ("FPL"), a Florida Corporation

WHEREAS, FPL desires that the DISTRICT provide data and documents for the Turkey Point Power Plant Expansion Project and associated transmission lines, as well as to assess and demonstrate avoidance or minimization of adverse impacts to District projects facilities and operations (WORK); and

WHEREAS, some of the documents requested by FPL are confidential security documents belonging to the DISTRICT which are exempt from public disclosure under Section 119.071(3), F.S.; and

WHEREAS, the documents that are confidential security documents are the subject of this agreement and will be identified in Exhibit "A" which is hereby incorporated as an integral part of this Agreement; and

WHEREAS, the parties are desirous to work together under the parameters of this Agreement,

NOW, THEREFORE, the DISTRICT will provide the confidential, exempt security records listed on Exhibit "A", (hereinafter referred to as the DOCUMENTS) to FPL subject to the following terms:

1. **LIMITATIONS:**

1.1 FPL's right to use the DOCUMENTS in any form other than as delivered or specified herein is not granted unless the DISTRICT expressly allows such use in writing.

2. **TERM:**

2.1 FPL will use the DOCUMENTS for the sole purpose of performing the WORK as described in the Agreement above. The term of the Agreement is for five (5) years from the date of execution or until completion of the WORK, whichever occurs first, unless otherwise extended in writing by both parties. However, the DISTRICT may terminate this Agreement for cause ten (10) days after notifying FPL of its intent to

terminate, if in the DISTRICT'S reasonable discretion FPL has failed to take corrective action to comply in all respects with the Agreement.

3. **SECURITY AND CONFIDENTIALITY:**

3.1 FPL does hereby acknowledge that the DOCUMENTS are confidential, and are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes. FPL shall not disclose, directly or indirectly, or take any other action, or fail to take action, which would result in the unauthorized disclosure or duplication of any confidential DOCUMENTS whatsoever, which are the subject matter of this Agreement.

3.2 FPL may copy the DOCUMENTS, or parts thereof, as may be necessary to facilitate its WORK and for temporary archival and backup purposes. No third-parties will be permitted by the DISTRICT to have access to, or make copies of, the DOCUMENTS without written permission from the DISTRICT.

3.3 FPL agrees to make all employees who have access to the DOCUMENTS or any portion thereof, aware of this Agreement, the confidential nature of the DOCUMENTS, and the limitations on use contained herein. FPL represents and warrants that all such employees are obligated not to use or disclose confidential information (including the DISTRICT'S) obtained in the course of their employment.

4. **NO WARRANTY:**

4.1 FPL accepts the DOCUMENTS and this Agreement, "as is" with no express or implied warranties including, but not limited to the implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FPL shall rely solely on its own inspection, sampling, and verification to determine if the DOCUMENTS are sufficiently accurate, fit and suitable for its purposes pursuant to the Agreement, and shall not rely on any alleged DISTRICT warranties or representations. The DISTRICT does not warrant that the DOCUMENTS will satisfy FPL's requirements.

5. **TERMINATION:**

5.1 Upon termination of this Agreement, FPL will immediately return or destroy the DOCUMENTS and all copies thereof which are or have been in its possession to the DISTRICT, and certify that all copies have been returned or destroyed.

For South Florida Water Management District

Title: _____

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
(561) 682-_____

Dated: _____

For Florida Power and Light

Title: _____

Florida Power and Light Corporation
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 694-4150

Dated: _____

Office of Counsel
Legal Form Approved

CONFIDENTIAL DOCUMENTS

(This)/(These) Document(s) (is a)/(are) confidential security document(s) belonging to the South Florida Water District (District), exempt from public disclosure pursuant to section 119.071(3), Fla. Sta. Anyone possessing such document(s) must use them only in the manner authorized by the District in writing to the organization requesting the documents. The document(s) cannot be provided to anyone outside of the organization that requested the document(s) without the prior written permission of the District. If you are not sure how the document(s) can be used, you are obligated to determine through your employer what the Agreement between the District and your employer allows you to do. Under no circumstances can the documents be provided to the public. Willfully and knowingly violating Public Records law is a **first degree misdemeanor** punishable by penalties of up to one year in prison and or a fine of up to **\$1,000**.