Exhibit "B"

A strip of land 135 feet in width in the North one-half (N½) of Sections 13, 14, 15, 16, 17 and 18 Township 42 South, Range 40 East bounded on the East by the West line of that certain 150 foot wide Canal and Flow way Easement recorded in Official Record Book 19023, page 1733, Palm Beach County Florida Public Records and bounded on the West by the East line of the lands described in Official Record Book 4004, page 96, Palm Beach County Florida Public Records; said 135 foot strip of land lying Northerly of, parallel, contiguous and as measured at right angles to the following specifically described line:

Commence at a 4" x 4" concrete monument stamped "Wallace LB 4569", marking the East one-quarter (E¼) corner of said Section 13, bear South 89° 52' 10" West, along the South line of the North one-half (N½) of said Section 13, a distance of 250.08' to the West line of said 150 foot wide Canal and Flow way Easement and the POINT OF BEGINNING.

Thence, continue South 89° 52' 10" West, along the South line of the North one-half (N½) of said Section 13, a distance of 5541.50 feet to a 10-inch round concrete monument with a Palm Beach County Brass disk marking the East one-quarter (E¼) corner of said Section 14;

Thence, South 89° 49' 30" West, along the South line of the North one-half (N½) of said Section 14, a distance of 5282.84 feet to a 10-inch round concrete monument with a Palm Beach County Brass disk marking the East one-quarter (E¼) corner of said Section 15;

Thence, North 89° 44' 42" West, along the South line of the North one-half (N½) of said Section 15, a distance of 5361.74 feet to a 4" x 4" concrete monument stamped "Wallace LB 4569" marking the East one-quarter (E¼) corner of said Section 16;

Thence, South 89° 40' 59" West, along the South line of the North one-half (N½) of said Section 16, a distance of 5311.89 feet to a 10-inch round concrete monument with a Palm Beach County Brass disk marking the East one-quarter (E¼) corner of said Section 17;

Thence, South 89° 53' 21" West, along the South line of the North one-half (N½) of said Section 17, a distance of 5224.29 feet to a one and one-quarter-inch (1¼") iron pipe with a South Florida Water Management District aluminum cap and an eight inch concrete collar marking the East one-quarter (E¼) corner of said Section 18;

Thence, South 89° 54' 04" West, along the South line of the North one-half (N½) of said Section 18, Township 42 South, Range 40 West, a distance of 3017.18 feet to a point on the East line of said lands described in Official Record Book 4004, page 96 Palm Beach County Florida Public Records and the end of the specifically described line.

Less and except that portion of the described property lying in Section 16, Township 42 South, Range 40 East, Palm Beach County, Florida

All side lines are lengthened or shortened to form a continuous strip.

The bearing base for this description is South 89° 52' 10" West on the South line of the North one-half (N½) of Section 13, Township 42 South, Range 40 East.

Corbett WMA,
Proposed M-D Canal / Levee Easement
Excluding Section 16

Date: 2.26.14
This Instrument prepared by and return to:
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
Mail Station # 587
Corbett WMA
[16.461 acres]

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

CORBETT N-O CANAL EASEMENT

Easement Number 32706

THIS EASEMENT, made and entered into this 20th day of
November, 2014, between BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its
authority set forth in Section 253.03, Florida Statutes, hereinafter
referred to as "GRANTOR," FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION ("FWC" or "MANAGING AGENCY"), and SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by the FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION under GRANTOR's Lease Number 2606 as the J. W. Corbett
Wildlife Management Area; and

WHEREAS, GRANTEE desires an easement across the hereinafter
described real property to aid in flood protection, or for ongoing
Loxahatchee River Watershed restoration, and/or for water management work,
including but not limited to improvement and maintenance of the N-O Canal
and/or construction and maintenance of levees and/or waterways
("easement"); and

WHEREAS, MANAGING AGENCY has agreed to the proposed use of the land
subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual
covenants and agreements hereinafter contained, has granted, and by these
presentts does grant unto GRANTEE a non-exclusive easement over and across
the following described real property situated in Palm Beach County,
Florida, to-wit:

(See Exhibit "A" Attached)
subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR’s responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of fifty years commencing on November 20, 2014, and ending on November 19, 2064, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be for the use of the property described in Exhibit “A” to aid in flood protection, or for ongoing Loxahatchee River Watershed restoration, and/or for water management work, including but not limited to improvement and maintenance of the N-0 Canal, and/or construction and maintenance of levees and/or waterways. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE’s exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing the easement area, the net proceeds from the sale of such timber shall accrue to MANAGING AGENCY. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit “A” during the term of this easement. Except as contemplated by this easement, GRANTEE shall not remove water from any source on this easement including, but not limited to, a spring or well, without the prior written approval of GRANTOR. If caused as a result of activities conducted by GRANTEE on the real property described in Exhibit “A”, GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not
dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE’s operations, on this easement area or on any adjacent state land or in any manner not permitted by law. To the extent permitted by law, GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE’s operations and use of the subject property.

Excluding impacts from the activities conducted in accordance with this easement, upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

The lands described in Exhibit “A” are under lease to MANAGING AGENCY. By execution of this easement, MANAGING AGENCY hereby consents to GRANTEE’s use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTOR obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

7. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties’ obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of
archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

8. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

9. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

11. **TIME:** Time is expressly declared to be of essence of this easement.

12. **LIABILITY:** GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE’s respective areas of responsibility under this easement or arising out of GRANTEE’s respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should
GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

14. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all real estate tax and assessment liabilities that accrue to the easement or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

15. **CANCELLATION**: This easement is subject to cancellation if GRANTEE converts any constructed facility to a use that was not authorized or when, in the reasonable opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

16. **NOTICES**: All notices, requests, consents and other communications required or permitted under this easement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

**TO GRANTEE:**
Operations, Engineering & Construction Division
South Florida Water Management District
P.O. Box 24480
West Palm Beach, FL 33416-4680

**TO GRANTOR:**
Chief, Bureau of Public Land Administration
State of Florida Department of Environmental Protection
Division of State Lands
3900 Commonwealth Boulevard, MS#130
Tallahassee, FL 32399-3000

Email: jmitnik@sfwmd.gov
(with copy to: malexand@sfwmd.gov and jjaramil@sfwmd.gov)
TO MANAGING AGENCY:
Florida Fish and Wildlife Conservation Commission
C/O NSC/WES Section Leader
620 S. Meridian St.
Tallahassee, FL 32399-1600

Email: mike.brooks@myfwc.com or successor
or to such other address as any party may designate by notice complying
with the terms of this paragraph. Each such notice shall be deemed
delivered (1) on the date delivered if by personal delivery; (2) on the
date emailed if by email; (3) on the date upon which the return receipt
is signed or delivery is refused or the notice is designated by the postal
authorities as not deliverable, as the case may be, if mailed; and (4)
one day after mailing by any form of overnight mail service.

17. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record
this fully executed easement in its entirety in the public records of
the county within which the easement site is located within seventy-five
(75) days after receipt, and shall provide to the GRANTOR and MANAGING
AGENCY within sixty (60) days following the recordation a copy of the
recorded easement in its entirety which contains the O.R. Book and Pages
at which the easement is recorded. Failure to comply with this paragraph
shall constitute grounds for immediate termination of this easement
agreement at the option of GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted
according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions
contained in this easement are for reference purposes only and are in
no way intended to describe, interpret, define or limit the scope, extent
or intent of this easement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply
to this easement:

a. GRANTEE shall provide MANAGING AGENCY the opportunity to
review and comment in the development of design and
construction plans.

b. At least thirty days prior to the GRANTEE’s advertisement for
construction, GRANTEE shall notify MANAGING AGENCY of its
desired construction schedule.
c. Prior to construction, GRANTEE shall comply with Florida Natural Areas Inventory and State of Florida Department of State, Division of Historical Resources requirements for preservation of natural and historical resources.

d. Upon commencing construction, GRANTEE shall limit the disturbance of soil to be excavated to only what is required to establish this easement.

e. GRANTEE agrees to notify MANAGING AGENCY regarding its construction activities during hunting seasons.

f. GRANTEE shall provide thirty days advance notification in writing to MANAGING AGENCY when any road will be closed for construction.

g. In connection with construction, GRANTEE shall comply with MANAGING AGENCY’s guidelines for gopher tortoises.

h. GRANTEE shall comply with all state and federal laws, rules, regulations and guidelines for activities near bald eagle and created caracara nest sites.

i. GRANTEE shall monitor open trenches on a daily basis for entrapped wildlife and as reasonable and practical notify MANAGING AGENCY of any entrapped wildlife.

j. Upon commencing construction, GRANTEE shall clear areas containing deciduous vegetation with mulching equipment where feasible to lessen the erosion potential and facilitate vegetative re-growth.

k. Upon commencing construction, GRANTEE shall limit the disturbance of soil by excavation to only what is required to establish this easement. The construction work area will be cleared and graded (where necessary) to provide a relatively level surface and a sufficiently wide work space for the passage of heavy construction equipment ensuring the safety of the canal/levee/waterway workers.

l. GRANTEE shall provide MANAGING AGENCY the opportunity to review and comment in the development of a construction access plan specific to J. W. Corbett Wildlife Management Area.

m. Upon completion of construction, GRANTEE shall restore access roads used during the proposed construction to pre-construction contours and conditions. GRANTEE shall, at its sole cost and expense, repair any damage to gates and fencing that occurs during construction caused as a result of activities conducted by GRANTEE.

n. Upon completion of the construction, GRANTEE shall stabilize, restore and revegetate the permanent, temporary and extra temporary construction work space areas with initial planting to quickly establish vegetation and control erosion. Hydro-seed and mulch is to be used as necessary to prevent erosion.

o. Upon commencing construction, GRANTEE shall provide and/or install barriers at each road and right-of-way intersection. GRANTEE shall contact MANAGING AGENCY for a list of the type of acceptable barriers for each crossing.
p. GRANTEE shall provide gates and barriers that allow ingress/egress to this easement upon final cleanup and restoration activities. GRANTEE shall be responsible for the maintenance of the gates and barriers during the term of this easement.

q. GRANTEE shall be responsible for the maintenance and repair of all canals, levees, access roads or other infrastructure and improvements constructed or installed by GRANTEE during the term of this easement.

r. GRANTEE shall be responsible for establishing an exotic control plan with respect to any construction area after completion of construction and providing said plan to MANAGING AGENCY for review and comment during said plan development process.

s. Subject to GRANTOR’s prior written approval, GRANTEE shall have the right to provide to the Indian Trail Improvement District (ITID) a letter of authorization, a right or entry, and/or a permit for access to and upon the levee contemplated by this easement solely for the purpose of providing the ITID access for the ongoing operation and maintenance of the ITID Water Impoundment and associated facilities. GRANTEE shall provide a copy of the authorization to GRANTOR upon execution.
IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Cheryl C. McCall (Seal)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of November, 2014, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as an agent on for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: DEP Attorney

11/3/14
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th
day of November, 2014, by, Nick Wiley, Executive Director,  
Florida Fish and Wildlife Conservation Commission, on behalf of the 
Florida Fish and Wildlife Conservation Commission. He is personally 
known to me.

Kirstina Butler  
Notary Public, State of Florida 

Kirstina Butler  
Print/Type Notary Name

Commission Number:  
Commission Expires:  

Approved as to Form and Legality  
By:  
P.C. Attorney

Page 10 of 18  
Easement No. 132706  
R 08/11
EXHIBIT "A"
TRACT NO. 23116-044

ALL THAT PART OF THE FOLLOWING DESCRIBED STRIP OF LAND LYING WITHIN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 40 EAST:

A STRIP OF LAND 135 FEET IN WIDTH IN THE NORTH ONE-HALF (N/2) OF SECTIONS 13, 14, 15, 16, 17 AND 18, TOWNSHIP 42 SOUTH, RANGE 40 EAST BOUNDED ON THE EAST BY THE WEST LINE OF THAT CERTAIN 150 FOOT WIDE CANAL AND FLOWWAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1923, PAGE 1733, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND BOUNDED ON THE WEST BY THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4004, PAGE 80, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS; SAID 135 FOOT STRIP OF LAND LYING NORTHERLY OF, PARALLEL, CONTIGUOUS AND AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 456", MARKING THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 13, BEAR SOUTH 69° 52' 12" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N/2) OF SAID SECTION 13, A DISTANCE OF 250.06' TO THE WEST LINE OF SAID 150 FOOT WIDE CANAL AND FLOWWAY EASEMENT AND THE POINT OF BEGINNING.

THENCE, CONTINUE SOUTH 69° 52' 12" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N/2) OF SAID SECTION 13, A DISTANCE OF 504.50 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 14;

THENCE, SOUTH 89° 47' 30" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N/2) OF SAID SECTION 14, A DISTANCE OF 250.24 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 15;

THENCE, NORTH 89° 44' 42" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N/2) OF SAID SECTION 15, A DISTANCE OF 300.14 FEET TO A 4" X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 456", MARKING THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 16;

THENCE, NORTH 89° 47' 56" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (N/2) OF SAID SECTION 16, A DISTANCE OF 321.58 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E1/4) CORNER OF SAID SECTION 17;

(CONTINUED ON SHEET 2)

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREBY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 553, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 737.071, FLORIDA STATUTES.

[Signature]

JULY 5, 2014

PACIFIC WILDER
PROFESSIONAL FORESTRO AND MAPPERS

FLORIDA LICENSE NO. 13-206

BOYER CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

[Map]

[Signature]

[LE GAIL]

[FLORIDA LICENSE NO. 13-206]

BOYER CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

[Map]

[Signature]

[LE GAIL]

[FLORIDA LICENSE NO. 13-206]

BOYER CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

[Map]
EXHIBIT "A"
TRACT NO. 23116-044
(CONTINUED)

THENCE, SOUTH 89° 33' 21" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF SAID SECTION 17, A DISTANCE OF 5355.20 FEET TO A ONE AND ONE-QUARTER-INCH (1 1/4") IRON PIPE WITH A SOUTH FLORIDA WATER MANAGEMENT DISTRICT ALUMINUM CAP AND AN EIGHT INCH CONCRETE COLLAR, MARKING THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 16.

THENCE, SOUTH 89° 54' 04" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF SAID SECTION 18, TOWNSHIP 42 SOUTH, RANGE 40 WEST, A DISTANCE OF 3617.19 FEET TO A POINT ON THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4044, PAGE 56 PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

ALL SIDE LINES ARE LENGTHENED OR SHORTENED TO FORM A CONTINUOUS STRIP.

THE Bearing BASE FOR THIS DESCRIPTION IS SOUTH 89° 52' 16" WEST ON THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST.
This Instrument prepared by and return to:
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
Mail Station # 587
Corbett WMA
[76.02 acres]

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION OF THE
STATE OF FLORIDA

CORBETT M-O CANAL EASEMENT

FWC Easement Number: 131544A

THIS EASEMENT, made and entered into this 20th day of
November, 2014, between the FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION OF THE STATE OF FLORIDA, acting pursuant to
its authority set forth in Chapter 379, Florida Statutes, hereinafter
referred to as “GRANTOR” and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
hereinafter referred to as “GRANTEE”.

WHEREAS, GRANTOR is the owner of the hereinafter described real
property in Palm Beach County managed by the GRANTOR as the J. W.
Corbett Wildlife Management Area; and

WHEREAS, GRANTEE desires an easement across the hereinafter
described real property to aid in flood protection, or for ongoing
Loxahatchee River Watershed restoration, and/or for water management
work, including but not limited to improvement and maintenance of the
M-O Canal and/or construction and maintenance of levees and/or
waterways (“easement”); and

WHEREAS, GRANTEE has agreed to the proposed use of the land
subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual
covenants and agreements hereinafter contained, has granted, and by
these presents does grant unto GRANTEE a non-exclusive easement over
and across the following described real property situated in Palm Beach
County, Florida, to-wit:
subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR's responsibilities and obligations herein shall be exercised by the Division of Habitat and Species Conservation, Florida Fish and Wildlife Conservation Commission.

2. **TERM:** The term of this easement shall be for a period of fifty years commencing on November 20, 2014, and ending on November 19, 2064, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be for the use of the property described in Exhibit "A" to aid in flood protection, or for ongoing Loxahatchee River Watershed restoration, and/or for water management work, including but not limited to improvement and maintenance of the N-O Canal, and/or construction and maintenance of levees and/or waterways. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE's exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing the easement area, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. Except as contemplated by this easement, GRANTEE shall not remove water from any source on this easement including, but not limited to, a spring or well, without the prior written approval of GRANTOR. If caused as a result of activities conducted by GRANTEE on the real property described in Exhibit "A", GRANTEE agrees to clear, remove and pick up all debris including, but
not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE’s operations, on this easement area or on any adjacent state land or in any manner not permitted by law. To the extent permitted by law, GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE’s operations and use of the subject property.

Excluding impacts from the activities conducted in accordance with this easement, upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

7. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties’ obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance

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FWC Easement No. 131644

Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan

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of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

8. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

9. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

11. **TIME**: Time is expressly declared to be of the essence of this easement.

12. **LIABILITY**: GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE’s respective areas of responsibility under this easement or arising out of GRANTEE’s respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should
GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

14. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all real estate tax and assessment liabilities that accrue to the easement or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

15. **CANCELLATION**: This easement is subject to cancellation if GRANTEE converts any constructed facility to a use that was not authorized or when, in the reasonable opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

16. **NOTICES**: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, emailed or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO GRANTOR:
Operations, Engineering & Construction Division
South Florida Water Management District
Mailing Address:
P.O. Box 24680
West Palm Beach, FL 33415-4680

Office Location:
3301 Gun Club Road
33416-4680 West Palm Beach, FL 33406

Email: jmitnik@sfwmd.gov
(with copy to: mallexand@sfwmd.gov and jjaramil@sfwmd.gov)

TO MANAGING AGENCY:
Florida Fish and Wildlife Conservation Commission
C/O HSC/WMD Section Leader
620 S. Meridian St.
Tallahassee, FL 32399-1600

Email: mike.brooks@MyFWC.com or successor

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FWC Easement No. 13164A
or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

17. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within seventy-five (75) days after receipt, and shall provide to GRANTOR within sixty (60) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

   a. Grantee shall provide Grantor the opportunity to review and comment in the development and design of construction plans.

   b. At least thirty days prior to the GRANTEE’s advertisement for construction, GRANTEE shall notify GRANTOR of its desired construction schedules.

   c. Prior to construction, GRANTEE shall comply with Florida Natural Areas Inventory and State of Florida Department of State, Division of Historical Resources
requirements for preservation of natural and historical resources.

d. Upon commencing construction, GRANTEE shall limit the disturbance of soil to be excavated to only what is required to establish this easement.

e. GRANTEE agrees to notify GRANTOR regarding its construction activities during hunting seasons.

f. GRANTEE shall provide thirty days advance notification in writing to GRANTOR when any road will be closed for construction.

g. In connection with construction, GRANTEE shall comply with GRANTOR's guidelines for gopher tortoises.

h. GRANTEE shall comply with all state and federal laws, rules, regulations and guidelines for activities near bald eagle and crested caracara nest sites.

i. GRANTEE shall monitor open trenches on a daily basis for entrapped wildlife and as reasonable and practical notify GRANTOR of any entrapped wildlife.

j. Upon commencing construction, GRANTEE shall clear areas containing deciduous vegetation with mulching equipment where feasible to lessen the erosion potential and facilitate vegetative re-growth.

k. Upon commencing construction, GRANTEE shall limit the disturbance of soil by excavation to only what is required to establish this easement. The construction work area will be cleared and graded (where necessary) to provide a relatively level surface and a sufficiently wide work space for the passage of heavy construction equipment ensuring the safety of the canal/levee/waterway workers.

l. GRANTEE shall provide the GRANTOR the opportunity to review and comment in the development of a construction access plan specific to J.W. Corbett Wildlife Management Area.

m. Upon completion of construction, GRANTEE shall restore access roads used during the proposed construction to pre-construction contours and conditions. GRANTEE shall, at its sole cost and expense, repair any damage to gates and fencing that occurs during construction caused as a result of activities conducted by GRANTEE.

n. Upon completion of the construction, GRANTEE shall stabilize, restore and revegetate the permanent, temporary and extra temporary construction work space areas with initial planting to quickly establish vegetation and control erosion. Hydro-seed and mulch is to be used as necessary to prevent erosion.

o. Upon commencing construction, GRANTEE shall provide and/or install barriers at each road and right-of-way intersection. GRANTEE shall contact GRANTOR for a list of the type of acceptable barriers for each crossing.

p. GRANTEE shall provide gates and barriers that allow ingress/egress to this easement upon final cleanup and restoration activities. GRANTEE shall be responsible for
the maintenance of the gates and barriers during the term of this easement.

q. GRANTEE shall be responsible for the maintenance and repair of all canals, levees, access roads or other infrastructure and improvements constructed or installed by GRANTEE during the term of this easement.

r. GRANTEE shall be responsible for establishing an exotic control plan with respect to any construction area after completion of construction and providing said plan to GRANTOR for review and comment during said plan development process.

s. Subject to GRANTOR's prior written approval, GRANTEE shall have the right to provide to the Indian Trail Improvement District (ITID) a letter of authorization, a right of entry, and/or a permit for access to and upon the levee contemplated by this easement to the Indian Trail Improvement District (ITID) solely for the purpose of providing the ITID access to the M-O Canal Levee Road for the ongoing operation and maintenance of the ITID Water Impoundment and associated facilities. GRANTEE shall provide a copy of the authorization to the GRANTOR upon execution.
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of November, 2014, by, Nick Wiley, Executive Director, or Eric Sutton, Florida Fish and Wildlife Conservation Commission, acting on behalf of the Florida Fish and Wildlife Conservation Commission of the State of Florida. He is personally known to me.

[Signature]
Notary Public, State of Florida

[Signature]
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

[Signature]
By: FWC Attorney
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature] [Name]

Print/Type Name
Title: "Grantee"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this [20th] day of November, 2014, by [Signature] [Name] as [Signature] [Name] on behalf of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. He/she is personally known to me or produced valid photo ID as identification.

Notary Public, State of Florida

Print/Type Notary Name
Commission Number:
Commission Expires:

"THIS SPACE LEFT INTENTIONALLY BLANK"
EXHIBIT "A"
LEGAL DESCRIPTION OF THE BASEMENT
EXHIBIT "A"

TRACT NO. 23116-035

A STRIP OF LAND 135 FEET IN WIDTH IN THE NORTH ONE-HALF (%N) OF SECTIONS 13, 14, 15, 16, 17 AND 18, TOWNSHIP 42 SOUTH, RANGE 40 EAST BOUNDED ON THE EAST BY THE WEST LINE OF THAT CERTAIN 150 FOOT WIDE CANAL AND FLOW WAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 19023, PAGE 1733, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND BOUNDED ON THE WEST BY THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4004, PAGE 96, PALM BEACH COUNTY FLORIDA PUBLIC RECORDS; SAID 135 FOOT STRIP OF LAND LYING NORTHERLY OF, PARALLEL, CONTIGUOUS AND AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

COMMENCE AT A 4"X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 4569", MARKING THE EAST ONE-QUARTER (E%) CORNER OF SAID SECTION 13, BEAR SOUTH 89° 52' 10" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (%N) OF SAID SECTION 13, A DISTANCE OF 250.98' TO THE WEST LINE OF SAID 150 FOOT WIDE CANAL AND FLOW WAY EASEMENT AND THE POINT OF BEGINNING.

THENCE, CONTINUE SOUTH 89° 52' 10" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (%N) OF SAID SECTION 13, A DISTANCE OF 5841.50 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E%) CORNER OF SAID SECTION 14;

THENCE, SOUTH 89° 49' 30" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (%N) OF SAID SECTION 14, A DISTANCE OF 5282.84 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E%) CORNER OF SAID SECTION 15;

THENCE, NORTH 89° 44' 42" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (%N) OF SAID SECTION 15, A DISTANCE OF 5361.74 FEET TO A 4"X 4" CONCRETE MONUMENT STAMPED "WALLACE LB 4569" MARKING THE EAST ONE-QUARTER (E%) CORNER OF SAID SECTION 16;

THENCE, SOUTH 89° 40' 58" WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (%N) OF SAID SECTION 16, A DISTANCE OF 5311.89 FEET TO A 10-INCH ROUND CONCRETE MONUMENT WITH A PALM BEACH COUNTY BRASS DISK MARKING THE EAST ONE-QUARTER (E%) CORNER OF SAID SECTION 17;

(CONTINUED ON SHEET 2)

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREIN WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES.

PATRICK T. SEEDS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 4720

JULY 30, 2014
DATE OF SIGNATURE

Bowman Consulting Group, Ltd., Inc.
7881 S.E. Elbow Way
Gainesville, Florida 32641
www.bowmanconsulting.com

Palm Beach County, Florida

South Florida Water Management District
Infrastructure Management Bureau - Survey & Mapping Section
3311 Gun Club Road
West Palm Beach, Florida 33416-4680

TRACT NO. 23116-035

ORB
Pg.

Bowman Consulting Group, Ltd., Inc.

Professional Surveyors and Mappers, Certificate No. LB 8030

Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan

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THENCE, SOUTH 89° 53’ 21” WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (⅔) OF SAID SECTION 17, A DISTANCE OF 5324.29 FEET TO A ONE AND ONE-QUARTER-INCH (1¼”) IRON PIPE WITH A SOUTH FLORIDA WATER MANAGEMENT DISTRICT ALUMINUM CAP AND AN EIGHT INCH CONCRETE COLLAR MARKING THE EAST ONE-QUARTER (¼) CORNER OF SAID SECTION 18;

THENCE, SOUTH 89° 54’ 04” WEST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (⅔) OF SAID SECTION 18, TOWNSHIP 42 SOUTH, RANGE 40 WEST, A DISTANCE OF 3017.16 FEET TO A POINT ON THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4004, PAGE 96 PALM BEACH COUNTY FLORIDA PUBLIC RECORDS AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

LESS HOWEVER ALL THAT PART LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

ALL SIDE LINES ARE LENGTHENED OR SHORTENED TO FORM A CONTINUOUS STRIP.

THE BEARING BASE FOR THIS DESCRIPTION IS SOUTH 89° 52’ 10” WEST ON THE SOUTH LINE OF THE NORTH ONE-HALF (⅔) OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 76.02 ACRES MORE OR LESS.
Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan

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subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of five years commencing on September 10, 2014, and ending on September 9, 2019, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be for the use of the property described above to aid in flood protection, or for ongoing Loxahatchee River Watershed restoration, and/or for water management work, including but not limited to improvement and maintenance of the K-O Canal, and/or construction and maintenance of levees and/or waterways. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE's exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing the easement area, the net proceeds from the sale of such timber shall accrue to MANAGING AGENCY. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in above during the term of this easement. Except as contemplated by this easement, GRANTEE shall not remove water from any source on this easement including, but not limited to, a spring or well, without the prior written approval of GRANTOR. If caused as a result of activities conducted by GRANTEE on the real property described above, GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to

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Easement No. 32790
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the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE’s operations, on this easement area or on any adjacent state land or in any manner not permitted by law. To the extent permitted by law, GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE’s operations and use of the subject property.

Excluding impacts from the activities conducted in accordance with this easement, upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

The lands described above are under lease to MANAGING AGENCY. By execution of this easement, MANAGING AGENCY hereby consents to GRANTEE’s use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. COMPLIANCE WITH LAW: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
7. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

8. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described above or against any interest of GRANTOR therein.

9. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

11. **TIME**: Time is expressly declared to be of the essence of this easement.

12. **LIABILITY**: GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTER's respective areas of responsibility under this easement or arising out of GRANTER's respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRANTOR shall have the right to
audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

14. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all real estate tax and assessment liabilities that accrue to the easement or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

15. CANCELLATION: This easement is subject to cancellation if GRANTEE converts any constructed facility to a use that was not authorized or when, in the reasonable opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

16. NOTICES: All notices, requests, consents and other communications required or permitted under this easement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO GRANTEE:
Operations, Engineering & Construction Division
South Florida Water Management District
P.O. Box 24680
West Palm Beach, FL 33416-4680

OFFICE LOCATION:
3301 Gun Club Road
33416-4680 West Palm Beach, FL 33406

Email: jmitnik@sfwmd.gov
(with copy to: malexan@sfwmd.gov and jjaramil@sfwmd.gov)

TO GRANTOR:
Chief, Bureau of Public Land Administration  
State of Florida Department of Environmental Protection  
Division of State Lands  
3900 Commonwealth Boulevard, MS#110  
Tallahassee, FL 32399-3000  

Email: Cheryl.McCall@dep.state.fl.us

TO MANAGING AGENCY:  
Florida Fish and Wildlife Conservation Commission  
C/O RSC/WMA Section Leader  
630 S. Meridian St.  
Tallahassee, FL 32399-1600  

Email: mike.brooks@myfwc.com or successor

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered: (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one day after mailing by any form of overnight mail service.

17. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within seventy-five (75) days after receipt, and shall provide to GRANTOR and MANAGING AGENCY within sixty (60) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

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Easement No. 32796  
R 08/11
a. GRANTEE shall provide MANAGING AGENCY the opportunity to review and comment in the development of design and construction plans.

b. At least thirty days prior to the GRANTEE’s advertisement for construction, GRANTEE shall notify MANAGING AGENCY of its desired construction schedule.

c. Prior to construction, GRANTEE shall comply with Florida Natural Areas Inventory and State of Florida Department of State, Division of Historical Resources requirements for preservation of natural and historical resources.

d. Upon commencing construction, GRANTEE shall limit the disturbance of soil to be excavated to only what is required to establish this easement.

e. GRANTEE agrees to notify MANAGING AGENCY regarding its construction activities during hunting seasons.

f. GRANTEE shall provide thirty days advance notification in writing to MANAGING AGENCY when any road will be closed for construction.

g. In connection with construction, GRANTEE shall comply with MANAGING AGENCY’s guidelines for gopher tortoises.

h. GRANTEE shall comply with all state and federal laws, rules, regulations and guidelines for activities near bald eagle and crested caracara nest sites.

i. GRANTEE shall monitor open trenches on a daily basis for entrapped wildlife and as reasonable and practical notify MANAGING AGENCY of any entrapped wildlife.

j. Upon commencing construction, GRANTEE shall clear areas containing deciduous vegetation with mulching equipment where feasible to lessen the erosion potential and facilitate vegetative re-growth.

k. Upon commencing construction, GRANTEE shall limit the disturbance of soil by excavation to only what is required to establish this easement. The construction work area will be cleared and graded (where necessary) to provide a relatively level surface and a sufficiently wide work space for the passage of heavy construction equipment ensuring the safety of the canal/levee/waterway workers.

l. GRANTEE shall provide MANAGING AGENCY the opportunity to review and comment in the development of a construction access plan specific to J.W. Corbett Wildlife Management Area.

m. Upon completion of construction, GRANTEE shall restore access roads used during the proposed construction to pre-construction contours and conditions. GRANTEE shall, at its sole cost and expense, repair any damage to gates and fencing that occurs during construction caused as a result of activities conducted by GRANTEE.

n. Upon completion of the construction, GRANTEE shall stabilize, restore and revegetate the permanent, temporary
and extra temporary construction work space areas with initial planting to quickly establish vegetation and control erosion. Hydro-seed and mulch is to be used as necessary to prevent erosion.

o. Upon commencing construction, GRANTEE shall provide and/or install barriers at each road and right-of-way intersection. GRANTEE shall contact MANAGING AGENCY for a list of the type of acceptable barriers for each crossing.

p. GRANTEE shall provide gates and barriers that allow ingress/egress to this easement upon final cleanup and restoration activities. GRANTEE shall be responsible for the maintenance of the gates and barriers during the term of this easement.
IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Cheryl C. McCall (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of November, 2014, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as an agent on for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: DEP Attorney
This Instrument prepared by and return to:
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
Mail Station # 587

[2,331.74 acres]
Corbett WMA

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

CORBETT FLOWAGE EASEMENT

Flowage Easement Number 32705

THIS FLOWAGE EASEMENT, made and entered into this 20th day of
November , 2014, between BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its
authority set forth in Section 253.03, Florida Statutes, hereinafter
referred to as "GRANTOR", FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION ("FWC" or "MANAGING AGENCY") and SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by MANAGING AGENCY under GRANTOR's Lease
Number 2606 as the J. W. Corbett Wildlife Management Area; and

WHEREAS, GRANTEE desires a flowage easement across the hereinafter
described real property for the purpose of rehydration of, or water
flowage on, across and through, and hydrologically improving the real
property described in Exhibit "A" with excess surface water as part of
the Loxahatchee River Watershed system restoration, along with other
related uses necessary for the accomplishment of this purpose during the
term of the easement subject to the review and specific further approval
of GRANTOR and MANAGING AGENCY as set forth under Paragraph Number Twenty
(20), Special Conditions contained herein; and

WHEREAS, there are a number of property owners who have the benefit
and use of existing mutual non-exclusive easements and rights of way
over a portion of the real property described in Exhibit "A" for purposes
of ingress, egress, maintenance, irrigation and drainage, as described
and defined in Official Records Book 1428, Page 581, Public Records of
Palm Beach County, Florida; and
WHEREAS, MANAGING AGENCY has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE a non-exclusive easement over and across the following described real property situated in Palm Beach County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR’S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM**: The term of this easement shall be for a period of fifty years commencing on November 20, 2014, and ending on November 19, 2064, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE**: This easement shall be for the purpose of rehydration of, or water flowage on, across and through, and hydrologically improving the real property described in Exhibit "A" with excess surface water as part of the Loxahatchee River Watershed system restoration, along with other related uses necessary for the accomplishment of this purpose during the term of the easement. This easement shall be non-exclusive subject to the specific review and approval of GRANTOR and MANAGING AGENCY as set forth under Paragraph Number Twenty (20), Special Conditions contained herein. GRANTOR and MANAGING AGENCY retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE’s exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder subject to the prior written approval of MANAGING AGENCY. If timber is planned to be removed in connection with any
proposed clearing within the easement area GRANTEE shall obtain the prior
written approval of the MANAGING AGENCY, the net proceeds from the sale
of such timber shall accrue to MANAGING AGENCY. GRANTEE shall take all
reasonable precautions to control soil erosion and to prevent any other
degradation of the real property described in Exhibit "A" during the
term of this easement. Except as contemplated by this easement, GRANTEE
shall not remove water from any source on this easement including, but
not limited to, a spring, or well, without the prior written approval
of GRANTOR. If caused as a result of activities conducted by GRANTEE
on the real property described in Exhibit "A", GRANTEE agrees to clear,
remove and picked up all debris including, but not limited to, containers,
papers, discarded tools and trash foreign to the work locations and
dispose of the same in a satisfactory manner as to leave the work
locations clean and free of any such debris. GRANTEE, its agents,
successors, or assigns shall not dispose of any contaminants including,
but not limited to, hazardous or toxic substances, petroleum, fuel oil,
or petroleum by-products, chemicals or other agents produced or used in
GRANTEE's operations, on this easement or on any adjacent state land or
in any manner not permitted by law. To the extent permitted by law,
GRANTEE shall be liable for all costs associated with any cleanup of the
subject property which is a result of GRANTEE'S operations and use of
the subject property. The foregoing sentence shall neither alter the
GRANTEE's waiver of sovereign immunity nor extend GRANTEE's liability
beyond the limits established in Section 768.28, Florida
Statutes. Furthermore, the foregoing indemnification shall not be
construed to constitute agreement by GRANTEE to be liable to GRANTOR for
GRANTOR's negligent or willful acts or omissions.

Excluding impacts from the activities conducted in accordance with
this easement, upon termination or expiration of this easement GRANTEE
shall restore the lands over which this easement is granted to
substantially the same condition as existed on the effective date of
this easement. GRANTEE agrees that upon termination of this easement
all authorization granted herein shall cease and terminate.
The lands described in Exhibit “A” are under lease to MANAGING AGENCY. By execution of this easement, MANAGING AGENCY hereby consents to GRANTOR’s use of the real property authorized as specified herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR and MANAGING AGENCY. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR and MANAGING AGENCY or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

7. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties’ obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

8. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit “A” or against any interest of GRANTOR therein.

9. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full
force and effect and shall in no way be affected, impaired or invalidated.

10. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRantor and MANAGING AGENCY.

11. **TIME:** Time is expressly declared to be of the essence of this easement.

12. **LIABILITY:** GRANTEE shall assist in the investigation of injury or damage claims either for or against GRantor and MANAGING AGENCY or the State of Florida pertaining to GRANTer’s respective areas of responsibility under this easement or arising out of GRANTEE’s respective management programs or activities and shall contact GRantor and MANAGING AGENCY regarding the legal action deemed appropriate to remedy such damage or claims.

13. **RIGHT OF AUDIT:** GRANTEE shall make available to GRantor, in accordance with Chapter 119, Florida Statutes, all financial and other records relating to this easement and GRantor shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRantor should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

14. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all real estate tax and assessment liabilities that accrue to the easement or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic’s or materialman’s liens which may be hereafter lawfully assessed and levied against this easement.

15. **CANCELLATION:** This easement is subject to cancellation if GRANTEE converts any constructed facility to a use that was not authorized or when, in the reasonable opinion of GRantor, this easement is not used for the purposes outlined herein, and any costs or expenses arising out
of the implementation of this clause shall be borne completely, wholly
and entirely by GRANTEE.

16. NOTICES: All notices, requests, consents and other communications
required or permitted under this Agreement shall be in writing and shall
be (as elected by the person giving such notice) hand delivered by
messenger or courier service, emailed or mailed (airmail if international)
by registered or certified mail (postage prepaid), return receipt
requested, or sent by any form of overnight mail, addressed to:

TO GRANTEE:
Operations, Engineering & Construction Division
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24680
West Palm Beach, FL 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
33416-4680 West Palm Beach, FL 33406

Email: jmitnik@sfwmd.gov
(with copy to: malexand@sfwmd.gov and jjaramil@sfwmd.gov)

TO GRANTOR:
Chief, Bureau of Public Land Administration
State of Florida Department of Environmental Protection
Division of State Lands
3900 Commonwealth Boulevard, MS#130
Tallahassee, FL 32399-3000

Email: Cheryl.McCall@dep.state.fl.us

TO MANAGING AGENCY:
Florida Fish and Wildlife Conservation Commission
C/O BSC/WBM Section Leader
620 S. Meridian St.
Tallahassee, FL 32399-1600

Email: mike.brooks@MyFWC.com or successor
or to such other address as any party may designate by notice complying
with the terms of this paragraph. Each such notice shall be deemed
delivered (1) on the date delivered if by personal delivery; (2) on the
date emailed if by email; (3) on the date upon which the return receipt
is signed or delivery is refused or the notice is designated by the postal
authorities as not deliverable, as the case may be, if mailed; and (4)
one day after mailing by any form of overnight mail service.

17. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record
this fully executed easement in its entirety in the public records of
the county within which the easement site is located within seventy-five (75) days after receipt, and shall provide to the GRANTOR within sixty (60) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

a. Prior to any exercise or use of this easement, GRANTEE shall develop a hydrology plan that sets forth the design, construction and planned use of the flowage easement and how it will affect the habitat, wildlife and public use of the land within the flowage easement that must be approved in writing by MANAGING AGENCY and the State of Florida Department of Environmental Protection prior to GRANTEE’s use of this easement.

b. At least thirty days prior to GRANTEE’s advertisement for construction, GRANTEE shall notify MANAGING AGENCY of its desired construction schedule.

c. Prior to construction, GRANTEE shall comply with Florida Natural Areas Inventory and Division of Historical Resources, State of Florida Department of State requirements for preservation of natural and historical resources.

d. Upon commencing construction, GRANTEE shall limit the disturbance of soil to be excavated to only what is required to establish the flowage easement area. The construction work area will be cleared and graded (where necessary) to provide a relatively level surface for trench excavating equipment and a sufficiently wide work space for the passage of heavy construction equipment ensuring the safety of workers.

e. Prior to construction, GRANTEE shall provide MANAGING AGENCY the opportunity to review and comment in the development of a specific parcel construction access plan.

f. Upon completion of construction, GRANTEE shall stabilize, restore and revegetate the permanent and temporary and extra temporary construction work space areas with initial planting to quickly establish vegetation and control erosion. Hydro-seed and mulch is to be used as necessary to prevent erosion.
g. Upon commencing construction, GRANTEE shall provide and/or install barriers at each road and right-of-way intersection. A list of the types of barriers for each crossing will be provided by GRANTOR and MANAGING AGENCY.

h. Upon completion of construction, any damage to gates and fences caused as a result of activities conducted by GRANTEE during construction will be repaired by GRANTEE.

i. GRANTEE shall also provide gates allowing ingress/egress to road/right-of-way areas upon final cleanup and restoration activities. GRANTEE shall be responsible for maintenance of the gates for the term of this easement.

j. GRANTEE shall be responsible for the maintenance and repair of all canals, levees, access roads or other infrastructure constructed or installed by GRANTEE during the term of this easement.

k. In connection with construction, GRANTEE shall comply with MANAGING AGENCY guidelines for gopher tortoises.

l. In connection with construction, GRANTEE shall comply with MANAGING AGENCY guidelines for eastern indigo snake protection.

m. GRANTEE shall comply with all state and federal laws, rules, regulations and guidelines for activities near bald eagle and crested caracara nest sites.

n. GRANTEE shall be responsible for establishing an exotic control plan with respect to any construction area or facility after completion of construction and providing said plan to GRANTOR and MANAGING AGENCY for review and comment during said plan development process. However, GRANTOR and MANAGING AGENCY shall be responsible for all other exotic control responsibilities on the easement area that are outside of construction areas or facilities associated with the development of this easement.

o. With respect to any claim caused by impacts from the activities conducted in accordance with this easement brought by the holders of the existing drainage easements recorded in Official Records Book 1428, Page 581, Public Records of Palm Beach County, Florida, GRANTOR acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent permitted by law, for good and valuable consideration, adequacy and receipt of which are hereby acknowledged, GRANTEE shall defend, indemnify and hold GRANTOR harmless from any and all claims, liability, losses, expenses and causes of action, including but not limited to reasonable attorney’s fees and costs, which may arise out of GRANTEE’s own negligence in connection with this easement. The foregoing indemnification shall neither alter GRANTOR’s waiver of sovereign immunity nor extend GRANTEE’s liability beyond the limits established in Section 768.28, Florida Statutes. Furthermore, the foregoing indemnification shall not be construed to constitute agreement by the GRANTEE to indemnify GRANTOR for GRANTOR’s negligent or willful acts or omissions.
IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Cheryl C. McCALL, Chief
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of December , 2014, by Cheryl C. McCALL, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as an agent on for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

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Easement No. 32705
8/08/11
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th
day of November, 2014, by Nick Wiley, Executive Director,
Florida Fish and Wildlife Conservation Commission, on behalf of the
Florida Fish and Wildlife Conservation Commission. He is personally
known to me.

Notary Public, State of Florida

Approved as to Form and Legality

By: FWC Attorneys
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
By: Richard Barcelo (SEAL)
Title: Deputy Executive Director

"GRANTEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of November, 2014, by Richard Barcelo as Deputy Executive Director, on behalf of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. He/she is personally known to me or produced a valid DL as identification.

Print/Type Notary Name
Commission Number:
Commission Expires:

Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT

The Land described in Official Record Book 7775, page 1667 Palm Beach County Florida Public Records.
Said lands described as follows:

Parcel A

A parcel of land situate in Sections 14, 15, 22 and 23, lying North and East of the Northeast right-of-way line of the South Florida Water Management L-8 Canal, all in Township 42 South, Range 39 East, Palm Beach County, Florida.

Commencing at the intersection of the West line of said Section 15 and the Northeasterly line of that 660 foot right-of-way for Florida Power and Light Company 500K Volt power line as described in Official Record Book 2320, page 1569, of the Public Records of Palm Beach County, Florida;
Thence South 46°36'-11" East, along the Northeasterly line of said 660 foot right-of-way, a distance of 276.24 feet to the POINT OF BEGINNING.

From the Point of Beginning proceed North 00°-14'-57" West, along the East line of the West 200.00 feet of said Section 15, a distance of 344.87 feet to the beginning of a tangent curve, having a radius of 385.00 feet, concave to the southeast;
Thence Northeasterly, along said curve, subtending a central angle of 90°-40'-42", a distance of 609.32 feet to a point of tangency on the south line of the North 200.00 feet of the South one-half (S ½) of said Section 15;
Thence Easterly, along said South line of the North 200.00 feet of the South one-half (S ½) of said Sections 14 and 15, a distance of 9749.82 feet;
Thence South 00°-10'-28" West, a distance of 5400.00 feet;
Thence South 53°-20'-24" West, a distance of 3749.78 feet to the said Easterly right-of-way of the Florida Power and Light Company 660 foot right-of-way line;
Thence North 43°-15'-07" West, along the said East right-of-way line of the Florida Power and Light Company right-of-way, a distance of 163.45 feet;
Thence North 46°-02'-09" West, along the said East right of way line of the Florida Power and Light Company right-of-way, a distance of 8849.65 feet;
Thence North 46°-36'-11" West, along the East right-of-way line of Florida Power and Light Company right-of-way, a distance of 568.46 feet to the POINT OF BEGINNING.

Parcel B

A parcel of land situate in Sections 23 through 26, inclusive, and 36, lying North and East of the Northeast right-of-way line of the South Florida Water Management L-8 Canal, all in Township 42 South, Range 39 East, Palm Beach County, Florida.

Begin at the intersection of the East line of Range 39 East, Township 42 South, and the Northeasterly line of that 660 foot right-of-way for Florida Power and Light Company 500K Volt power line as described in Official Record Book 2320, page 1569, of the Public Record of Palm Beach County, Florida;
Thence North 38°-12'-32" West, along the Easterly line of said Florida Power and Light Company right-of-way, a distance of 4878.71 feet.
Thence continuing along said right-of-way line of the Florida Power and Light Company right-of-way, North 43° 15' 07" West, a distance of 8547.38 feet;
Thence departing from said Florida Power and Light Company right-of-way line, North 59° 20' 24" East, a distance of 3748.78 feet;
Thence South 89° 34' 20" East, a distance of 5600.00 feet to the East line of Range 39 East;
Thence South 00° 43' 59" West, along said Range line, a distance of 3389.49 feet;
Thence South 00° 44' 23" East, continuing along said Range line, a distance of 5298.72 feet;
Thence South 00° 25' 48" East, continuing along said Range line, a distance of 3261.41 feet to the POINT OF BEGINNING.

Together with an easement for ingress and egress;

A 30 foot wide strip of land lying and being in Section 31, Township 42 South, Range 40 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 31, run thence North 89° 57' 53" West, along the South line of said Section 31, as shown on a survey drawing prepared by J. A. and T. L. dated November 15, 1965, a distance of 1528.47 feet, more or less, to the POINT OF BEGINNING, said point lying and being on the right-of-way line of a Florida Power and Light Company right-of-way as recorded in Official Record Book 2431, page 1704, of the Public Records of Palm Beach County, Florida;
Thence North 38° 12' 32" West, along said Northeasteringly right-of-way line, a distance of 2635.59 feet, more or less, to a point on the West line of said Section 31;
Thence North 00° 26' 06" West, along said West line of said Section 31, a distance of 48.98 feet;
Thence South 38° 12' 32" East, along a line parallel with and 30 feet Northeasteringly of, (as measured at right angles to) said Northeasteringly right-of-way line, a distance of 2597.95 feet, more or less, to a point on said South line of Section 31;
Thence North 89° 57' 53" West, along said South line, a distance of 30.20 feet, to the POINT OF BEGINNING.

Less and Except the following from Parcel B:

A strip of land situated in Sections 25 and 26, Township 42 South Range 39 East, Palm Beach County, Florida, being 300.00 feet in width and lying 150.00 feet on each side of the following centerline:

Commencing at the Northeast corner of Section 25; Thence South 00° 43' 59" West, along said East line of Range 39 East, Township 42 South, a distance of 918.56 feet to the POINT OF BEGINNING.

From the point of beginning, proceed along a bearing of North 89° 16' 01" West a distance of 7861.33 feet, more or less, to a point on the said Easterly line of the 660 foot right-of-way for Florida Power and Light Company, said point being the terminus of said centerline.

The sidelines of the above described parcel shall be lengthened or shortened, as necessary, in order to maintain a continuous strip of land 300.00 feet in width.

Also, less a parcel of land lying in Section 25, Township 42 South, Range 40 East, Palm Beach County, Florida, described as follows:

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Commencing at the Southeast corner of said Section 36, said point being a Palm Beach County brass disc set in concrete; run thence South 89°-41'-07" West, along the South line of Section 36, a distance of 12.98 feet to the intersection of the Northeasterly right of way line of South Florida Water Management District Canal L-8; Thence North 38°-12'-14" West, along said right-of-way, a distance of 5076.25 feet; Thence continue along said right-of-way line, North 43°-15'-31" West, a distance of 364.65 feet; Thence North 46°-44'-29" East, a distance of 660.00 feet to the Northeasterly line of a Florida Power and Light Company Easement, as described in Official Record Book 2530, page 1569, Public Record of Palm Beach County, Florida and the POINT OF BEGINNING of the parcel hereafter described: Thence, North 43°-15'-31" West along said Northeasterly line of Florida Power and Light Company Easement, a distance of 563.26 feet; Thence North 53°-02'-16" East, a distance of 493.84 feet; Thence South 29°-54'-40" East, a distance of 179.07 feet; Thence South 10°-03'-17" West a distance of 560.56 feet to the POINT OF BEGINNING.

Also, less a parcel of land lying in Sections 25 and 26, Township 42 South, Range 39 East, Palm Beach County, Florida, described as follows:

Commencing at the Northwest corner of Section 30, Township 42 South, Range 40 East, Palm Beach County, Florida; run thence South 09°-44'-30" East, along the West line of said Section 30, a distance of 150.05 feet; Thence North 89°-16'-01" West, along the South line of that certain deed, Recorded in Official Record Book 2321 page 513, Public Records of Palm Beach County, Florida, a distance of 2754.58 feet to the POINT OF BEGINNING. Thence South 08°-44'-30" East a distance of 50.02 feet; Thence North 89°-16'-01" West, a distance of 3450.90 feet; Thence South 89°-14'-36" West a distance of 981.43 feet, more or less, to a point in the Northeasterly line of the Florida Power and Light Company right-of-way as recorded in Official Record Book 2320, page 1569, Public Record of Palm Beach County, Florida; Thence North 43°-15'-31" West, along said right-of-way, a distance of 200.00 feet, to the Southwest corner of Official Record Book 2321, page 513, Public Records of Palm Beach County, Florida; Thence South 89°-16'-01" East, along the South line of said Official Record Book 2321, page 513, a distance of 4565.45 feet more or less, to the POINT OF BEGINNING.

Note: the above bearings refer to the State Plane Coordinate System for the East Zone of Florida, NAD 83, 1990 Adjustment.

Less, however from Parcels A and B as described in Official Record Book 7775, page 1667 Palm Beach County Florida Public Record (and as described above) any part of that certain parcel of land described in Official Record Book 4004, page 96, Palm Beach County Florida Public Record.
PERPETUAL ACCESS ROAD EASEMENT

THIS PERPETUAL ACCESS ROAD EASEMENT is made this 13th day of November, 2014, between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a governmental entity created by Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, Palm Beach County, hereinafter referred to as "GRANTOR and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Chapter 379, Florida Statutes, whose address is 620 S. Meridian Street, Tallahassee, Florida 32399-1600, hereinafter referred to as "GRANTEE".

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good, adequate and valuable consideration in hand paid by the GRANTOR to the GRANTEE, the adequacy and receipt of which are hereby acknowledged, the GRANTOR does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, a perpetual, non-exclusive easement for access, ingress and egress ("Easement") on, over and across the real property located in Palm Beach County, Florida described in Exhibits "A-1" and "A-2" attached hereto and made a part hereof (hereinafter collectively referred to as the "Easement Parcels"), for access, ingress and egress to the lands owned by GRANTEE more particularly described in Exhibit "B" and Exhibit "C" attached hereto and made a part hereof (collectively, "GRANTEE'S Benefited Property").

With respect to the GRANTEE'S Benefited Property, the portion located in Section 6, Township 42 South, Range 41 East may sometimes hereinafter be referred to as the "Public Shooting Park Parcel" and the portion located in Section 1, Township 42 South, Range 40 East may sometimes hereinafter be referred to as the "Corbett WMA Parcel".

GRANTEE shall have the right to improve and maintain the Easement Parcels as reasonably determined by GRANTEE in order to insure the full enjoyment of the rights granted by this Easement. GRANTOR shall have no obligation with respect to maintenance of the Easement Parcels. GRANTOR reserves and shall have the right as the underlying fee owner of the Easement...
Parcels to utilize the Easement Parcels in any manner, including but not limited to creating canal/channel connections to and from adjoining property. GRANTEE shall undertake no action to obstruct or materially interfere with the rights of GRANTOR as fee owner of the Easement Parcels, including but not limited to the use of the Easement Parcels by GRANTOR and its officers, agents, employees, guests, lessees, licensees, contractors and subcontractors, successors, assigns, for access, ingress and egress to and from GRANTOR’S adjacent property. In the event GRANTEE’S actions obstruct or materially interfere with GRANTOR’S rights, GRANTEE shall remedy any obstruction or material interference with GRANTOR’S rights as expeditiously as practical. GRANTOR shall take no action to obstruct or materially interfere with the use of the Easement Parcels by the GRANTEE, including but not limited to the use of the Easement Parcels by GRANTEE and its officers, agents, employees, guests, lessees, licensees, contractors and subcontractors, successors, assigns, for access, ingress and egress to and from the GRANTEE’S Benefited Property. In the event GRANTOR’S actions obstruct or materially interfere with GRANTEE’s rights, GRANTOR shall remedy any obstruction or material interference with GRANTEE’s rights as expeditiously as practical.

GRANTEE intends to develop plans for and to install a box culvert or similar water crossing access structure, along with appropriate transition zone improvements (the “Structure and Improvements”) within the Tract 2310E-002 portion of the Easement Parcels to connect the Tract 2310E-004 portion of the Easement Parcels to the Public Shooting Park Parcel. The Structure and Improvements shall be designed and constructed in accordance with the GRANTOR’S then current Engineering Standards, Guidelines and Specifications for such a Structure and Improvements and shall have a minimum conveyance capacity of 400 CFS (cubic feet per second). GRANTEE shall provide GRANTOR the opportunity to review and comment in the development of the design and construction plans for the Structure and Improvements. After installation of the Structure and Improvements by GRANTEE in accordance with this Easement, GRANTOR shall repair all damage to the Structure and Improvements caused by GRANTEE.

GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

GRANTEE shall repair all damage which arises in connection with GRANTEE’S use of the Easement Parcels and/or the use of the Easement Parcels by GRANTEE’S agents, employees, guests, lessees, licensees, contractors, subcontractors, successors and assigns.

This Easement shall run with the land and shall be binding upon and inure to the benefit of GRANTEE and GRANTOR, their successors and assigns and all subsequent owners of the Easement Parcels and the GRANTEE’S Benefited Property.

By acceptance and execution hereof, GRANTEE acknowledges and confirms its agreement to be bound by the terms, conditions, covenants and provisions, of this Easement.
IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Vice Chairman of said Board and attested by its Secretary.

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Corporate Seal)

By: Kevin Powers, Vice Chairman

ATTEST:

Jacki McGorty
Secretary/District Clerk

Legal Form Approved By:

Alex Cooper 10/1/2014
South Florida Water Management District Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by Kevin Powers, as Vice Chairman, and Jacki McGorty, as Secretary/District Clerk, of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who are personally known to me.

Notary Public

Brenda E. Low
Print: 2/27/2016
My Commission Expires:
GRANTEE:

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION OF THE
STATE OF FLORIDA

By: Executive Director (SEAL)

Witness

Witness

Print/Type Witness Name

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of
November, 2014, by, Nick Wiley, Executive Director, Florida Fish and Wildlife
Conservation Commission, acting on behalf of the Florida Fish and Wildlife Conservation
Commission of the State of Florida. He is personally known to me.

KRW

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: FWC Attorney
Exhibit “A-1”
Tract Number 2310E-002
(Extension Easement)

A strip of land 60 feet in width in the Palm Beach County Biotechnology Research Park, a subdivision in Section 6 Township 42 South, Range 41 East, according to the plat thereof as recorded in Plat Book 103, page 108, Palm Beach County Florida, public records; said strip of land being all that part of the West 200 feet of said Palm Beach County Biotechnology Research Park in Section 6 Township 42 South, Range 41 East, lying 60 feet Northerly of, parallel, contiguous and as measured at right angles to the following described line;

Commence at the Northwest (NW) corner of said Section 6, bear South 00°17'57" East, along the West line of said Section 6, a distance of 200.00 feet to the Northwest (NW) corner of the plat of Palm Beach County Biotechnology Research Park as recorded in Plat Book 103, page 108, Palm Beach County Florida, public records;
Thence, North 89°56'58" East, along the North line of said plat, a distance of 200.00 feet to a point on a line 200 feet Easterly of, parallel, contiguous and as measured at right angles to said West line of Section 6;
Thence, continue North 89°56'58" East, along the North line of said plat, a distance of 4284.38 feet;
Thence, South 00°03'02" East, a distance of 1930.02 feet;
Thence, South 89°56'58" West, a distance of 1588.88 feet;
Thence, North 00°03'02" West, a distance of 640.00 feet;
Thence, South 89°56'58" West, a distance of 2689.90 feet to a point on the East line of said 200 foot parallel line; said point being the POINT OF BEGINNING.

Thence, South 89°56'58" West, a distance of 200.00 feet, to the West line of said Section 6 and the End of the specifically described line.

The above described strip of land contains 0.28 acres more or less.

The bearings in the above descriptions are based on the West line of said Section 6 as shown on said Plat of Palm Beach County Biotechnology Research Park; said West line bearing South 00°17'57" East.

THIS DRAWING DOES NOT REPRESENT A SURVEY
PALM BEACH COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU
SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

LOXAHATCHEE RIVER WATERSHED RESTORATION
DESCRIPTION SKETCH
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
TRACT No. 2310E-002 (ACCESS EASEMENT)

DRAWN: 03JUN14  CHECKED: AS ShOWN  SCALE: 2310E-002  SHEET 1 OF 2

Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan 344
Exhibit “A-2”
Tract Number 2310E-004
(ACCESS EASEMENT)

Two (2) Parcels of land

Parcel 1

A strip of land 33 feet in width in the Palm Beach County Biotechnology Research Park, a subdivision in Sections 6 and 7 Township 42 South, Range 41 East, according to the plat thereof as recorded in Plat Book 103 page 108, Palm Beach County Florida public records; said 33 foot strip of land, lying Southerly and Westerly of, parallel, contiguous and as measured at right angles to the following specifically described line;

Commence at the Northwest corner of said Section 6; thence, South 00°17’57” East, along the West line of said Section 6 (bearing base) a distance of 200.00 feet to a point on the South line of the North 200 feet of said section 6 and the South line of South Florida Water Management District’s Canal 18; said point also being the POINT OF BEGINNING;

Thence, North 89°56’58” East, along said South line of the North 200 feet of said section 6 and the South line of South Florida Water Management District’s Canal 18, a distance of 70.82 feet;

Thence, South 00°12’42” East (Line “A”), a distance of 5225.60 feet;

Thence, South 00°29’22” West, a distance of 264.60 feet;

Thence, South 02°55’29” West, a distance of 4518.32 feet;

Thence, South 02°25’48” West, a distance of 209.14 feet;

Thence, South 06°01’46” West, a distance of 237.92 feet;

Thence, South 03°42’25” West, a distance of 109.98 feet to a point on the South line of said Section 7 and the End of the Specifically Described Line;

Said point bears South 85°39’09” East, a distance of 49.54 feet from the Southwest corner of said Section 7.

The sidelines are to be lengthened or shortened to form a continuous strip.

NOTE:
1. The 2013 AERIAL IMAGE IS FOR ILLUSTRATION PURPOSES ONLY.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING SHOWN ON A MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

I HEREBY CERTIFY that the description of the property shown herein was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 SUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
TRACT No. 2310E-004 (ACCESS EASEMENT)

DRAWN/REVISED
CHECKED/DATE
05-JUL-14
05-JUN-14
2310E-004 WAS 2310E-003
09-JUL-14

This drawing does not represent a survey.

No Search of the Public Records has been made by this office.

Palm Beach County, Florida.
Parcel 2

A parcel of land in the Palm Beach County Biotechnology Research Park, a subdivision in Sections 6 and 7 Township 42 South, Range 41 East, according to the plat thereof as recorded in Plat Book 103 page 108, Palm Beach County Florida public records; said parcel being specifically described as follows:

Commence at the Northwest corner of said Section 6; thence, South 00°17’57” East, along the West line of said Section 6 (bearing base) a distance of 285.75 feet to the POINT OF BEGINNING;

Thence, continue South 00°17’57” East, along said west line of section 6 a distance of 35.01 feet;
Thence, South 70°47’08” East, a distance of 39.91 feet to a line that is 33 feet westerly of parallel, contiguous and as measured at right angles to said “Line “A” as described above;
Thence, North 00°12’42” West, along said 33 foot line, a distance of 34.99 feet;
Thence, North 70°47’08” West, a distance of 39.97 feet to the POINT OF BEGINNING;

The above described Parcels of land contain

 Parcel 1:  8.03 acres more or less.
 Parcel 2:  0.03 acres more or less
    Total  8.06 acres more or less
Exhibit "B"  
Tract Number 23116-041  
(Shooting Range)

A parcel of land in the Palm Beach County Biotechnology Research Park, a subdivision in Section 6 Township 42 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 103, page 108, Palm Beach County Florida, public records; said parcel of land being described as follows:

Commence at the Northwest (NW) corner of said Section 6, bear South 00°17'57" East, along the West line of said Section 6, a distance of 200.00 feet to the Northwest (NW) corner of said plat of Palm Beach County Biotechnology Research Park; Thence, North 89°56'58" East, along the North line of said plat, a distance of 200.00 feet to a point on a line 200 feet Easterly of, parallel, contiguous and as measured at right angles to said West line of Section 6; said point also being the POINT OF BEGINNING;  
Thence, continue North 89°56'58" East, along the North line of said plat, a distance of 4284.38 feet;  
Thence, South 00°03'02" East, a distance of 1930.02 feet;  
Thence, South 89°56'58" West, a distance of 1588.88 feet;  
Thence, North 00°03'02" West, a distance of 640.00 feet;  
Thence, South 89°56'58" West, a distance of 2689.90 feet to said 200 foot parallel line;  
Thence, North 00°17'57" West, along said 200 foot parallel line, a distance of 1290.03 feet to the POINT OF BEGINNING.

The above described parcel of land contains 150.14 acres more or less.

The bearings in the above descriptions are based on the West line of said Section 6 as shown on said Plat of Palm Beach County Biotechnology Research Park; said West line bearing South 00°17'57" East.
EXHIBIT "C" To Access Road Easement

NE ¼ of the NE ¼ of Section 1, Township 42 South, Range 40 East
### Buyer's and Seller's Combined Closing Statement

**ALL FLORIDA LAND TITLE COMPANY**

**NOTE:** This form is intended to give you a statement of actual settlement costs. Amounts paid in and by the settlement agent are shown. Items marked “paid” were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<table>
<thead>
<tr>
<th>NAME OF BUYER:</th>
<th>South Florida Water Management District</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS OF BUYER:</td>
<td>3305 Okeechobee Road, West Palm Beach, FL 33401</td>
</tr>
<tr>
<td>NAME OF SELLER:</td>
<td>Fish and Wildlife Conservation Commission of the State of Florida</td>
</tr>
<tr>
<td>ADDRESS OF SELLER:</td>
<td>8305 Northlake Boulevard, West Palm Beach, FL 33412</td>
</tr>
</tbody>
</table>

| PROPERTY: | Water Management Estatemeent Palm Beach County, FL |
| LOCATION: | 790 JUNO OCEAN WALK, SUITE 601, JUNO BEACH, FL 33408 |
| SETTLEMENT AGENT: | ALL FLORIDA LAND TITLE COMPANY |
| PLACE OF SETTLEMENT: | 790 JUNO OCEAN WALK, SUITE 601, JUNO BEACH, FL 33408 |
| SETTLEMENT DATE: | 1/20/2014 |

#### SUMMARY OF BUYER'S TRANSACTION

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT DUE TO BUYER</th>
<th>AMOUNT DUE TO SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>101. Contract sale price</td>
<td>$2,350,000.00</td>
<td>$2,350,000.00</td>
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<tr>
<td>102. Personal property</td>
<td>$0.00</td>
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</tr>
<tr>
<td>103. Buyer's Deposits (see pg. 2, Disc 1000)</td>
<td>$0.00</td>
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<tr>
<td>104.</td>
<td>$0.00</td>
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<tr>
<td>105. Adjustments for items paid by seller to buyer</td>
<td>$0.00</td>
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<tr>
<td>106. Closing fees</td>
<td>$500.00</td>
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<tr>
<td>107. Attorney fees</td>
<td>$0.00</td>
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<tr>
<td><strong>TOTAL GROSS AMOUNT DUE FROM BUYER</strong></td>
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#### AMOUNTS PAID BY BUYER OR ON BEHALF OF BUYER

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<tr>
<th>ITEM</th>
<th>AMOUNT DUE TO SELLER</th>
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<td>503. Prorated amount of new assessments</td>
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<td>504. Payoff of first mortgage loan</td>
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<td>505. Payoff of second mortgage loan</td>
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<td>506. Prorated amount of new loans</td>
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### Buyer's and Seller's Combined Closing Statement

<table>
<thead>
<tr>
<th>Description</th>
<th>Buyer's Expenses</th>
<th>Seller's Expenses</th>
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<tr>
<td>TOTAL Morrison's Coll. diver on title</td>
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<tr>
<td>TOTAL Closing charges for Buyer</td>
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<tr>
<td>Net Buyer's advance</td>
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HUD-1 Settlement Statement Signature Page

Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

By:

Authorized Agent Seller

By:

Authorized Agent Buyer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

ALL FLORIDA LAND TITLE COMPANY

11/20/14

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT ("Easement") is made this 20th day of November, 2014, by INDIAN TRAIL IMPROVEMENT DISTRICT, an independent special district of the State of Florida, whose mailing address is 13476 61st North, West Palm Beach, Florida 33412, its successors and assigns, hereinafter referred to as "ITID", in favor of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity created under Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4890, its successors and assigns, hereinafter referred to as "District".

WITNESSETH:

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the ITID hereby grants to the District, a temporary construction and access easement ("Easement"), for the purposes as set forth below, with respect to the following described lands, situate in Palm Beach County, Florida, to wit ("Easement Parcel"): The North 70 feet of the South ¼ of Sections 13 through 18, Township 42 South, Range 40 East, Palm Beach County, Florida.

Use of, and access, ingress and egress over, across and through, the Easement Parcel for any and all purposes deemed by District to be necessary, convenient, or incident to, or in connection with the construction, operation, alteration, replacement, implementation, design, effectuation or maintenance, (including, but not limited to, the right to move, transport, store, operate, and stage vehicles, equipment, materials and supplies): (i) of any project in connection with flood control, water management, conservation, environmental restoration, water storage, water quality, or reclamation, and allied purposes, that may be conducted now or in the future by the District, (ii) to carry out the purposes and intent of the statutory authority of the District, presently existing or that may be enacted in the future, (iii) to carry out the purposes associated with the District’s J.W. Corbett Levee System Improvement Project, and/or (iv) to carry out the purposes and all construction activities described in the Project Plans For Construction of the J.W. Corbett Levee Project — Dated May 28, 2014, prepared by the South Florida Water Management District (hereinafter referred to as the "Corbett Levee Construction Activities"). ITID shall not obstruct, inhibit or interfere with the purposes of this Easement or the rights granted to
District under this Easement.

It is contemplated that District will utilize contractors, subcontractors, District's employees, and other governmental entities, as well as its contractors, subcontractors and employees, in connection with District's exercise of the interests, rights, privileges, and powers conveyed and granted to District under this Easement.

All notice, consent or other communication under this Easement shall be in writing sent to the addresses set forth below and shall be considered given on the date delivered if by personal delivery; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed by registered mail return receipt requested; or one day after mailing by any form of overnight mail service to the party at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this paragraph to the other party).

To District:
John Misraik
Bureau Chief – Engineering & Construction
3301 Gun Club Road
West Palm Beach, Florida 33406

To ITID:
G. James Shallman, District Manager
13476 61st North
West Palm Beach, Florida 33412

Or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the use, benefit and behoof of the District commencing September 10, 2014, and continuing through and including September 10, 2019, after which the Easement granted hereunder shall have no further force or effect.

All of the covenants, agreements, easements and rights herein contained shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
This Easement may be assigned in whole or in part by the SFWMD for use in connection with any of the purposes above mentioned, but only to an agency of the State of Florida or the United States of America.

AND the ITID hereby confirms that it has the power and authority to convey this Easement.

IN WITNESS WHEREOF, the ITID herein has caused these presents to be executed in its name on the day and year first above written.

(Corporate Seal)
ATTEST

By: 

By: Carol Jacobs, President

Date: 10/8/2014

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th day of October, 2014 by Carol Jacobs, as President, of Indian Trail Improvement District, an independent special district of the State of Florida, on behalf of the Indian Trail Improvement District, who is ( ) personally known to me, OR ( ) or has produced identification.

Notary Public, State of Florida
Print Name: Heidi Garcia
My Commission Expires: 10-8-17
Florida Fish and Wildlife Conservation Commission | J.W. Corbett WMA Management Plan

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7PL Improvements To Easement Content

8/13/07 - 2:34p Sent email to JF Schuttet, asking for an update.

8/14 11:32 JF sent email - we have to travel outside easement to bring in poles, etc. Due to mitigate by improving our tomato fields, killing sparrows, removing ditch + burned, planting native plants, etc. was approved by DEP.

8/18/08 10:53 Sent email to JS asking for a "final" update
Due to planned development around Corbett, which had included Sanjana & Mullen Lime, FPL has been master planning on how to handle the road. They intend on putting additional lines and due to hurricane damage to a large # of poles, are going to replace them of concrete poles.

6/06 - Involved in correspondence to make sure Mary Ann Poole & Scott Sanders were aware of The ACOE Permitting process & how FPL would handle wetlands.

9/14-5:03) we'd email for Steve Copplehan re FPL wanting to improve an existing path to allow access, the easement, FPL has offered to do exotic plant removal - SC asked if they could provide crew instead.


9/21 - 2:45 WP called - told need found request & exploratory pit near/ pointing to areas where path to outside the easement is filling. Agreements to be made.

(9/4:00) Saw Tom Winget - he questioned if FPL had right to change pole & what affect it would have on wetlands. I realized path may not be wide enough nor strong enough to allow by; teachers transport concrete poles & cut down vegetation/trees - affect on wildlife??
Mospens, Richard

From: Schuette, James  
Sent: Sunday, September 07, 2008 4:21 PM  
To: Mospens, Richard  
Subject: RE: FPL Easement Improvements - Corbett WMA

They didn't do any mitigation on Corbett and drastically reduced the quality of the road they built such that it won't be in good shape for as long, but DEP and COE are likely to sign off and FPL is picking up the drif fences last week and this.

From: Mospens, Richard  
Sent: Monday, August 18, 2008 10:53 AM  
To: Schuette, James  
Subject: RE: FPL Easement Improvements - Corbett WMA

Jim,
I realized I did not have a "final" update on the concerned FPL line improvement project. What's the word???? Thanks. -- Rich

From: Schuette, James  
Sent: Tuesday, August 14, 2007 11:32 AM  
To: Mospens, Richard  
Cc: Anderson, Michael; King, Linda  
Subject: RE: FPL Easement Improvements - Corbett WMA

No, they have been out of the easement, they didn't take out any significant vegetation, and they are improving some of our tomato fields as mitigation (as approved by DEP) (killing exotics, removing ditches and berms, planting native plants, etc.)

From: Mospens, Richard  
Sent: Tuesday, August 14, 2007 9:07 AM  
To: Schuette, James  
Subject: RE: FPL Easement Improvements - Corbett WMA

Jim,
Have they been staying within the existing easement to bring the poles to the locations within the easement? Assuming they are going outside the easement in bringing the poles to the sites, did they have to take out any vegetation? What mitigation are they doing if any for any affect they may be having on the wetlands? Thanks. -- Rich

From: Schuette, James  
Sent: Monday, August 13, 2007 5:12 PM  
To: Mospens, Richard  
Cc: Anderson, Michael  
Subject: RE: FPL Easement Improvements - Corbett WMA

They have finished most of the work. Just a few more poles to replace and string another line, but they are waiting for cooler weather so they can de-electrify the line they are working on.

From: Mospens, Richard  
Sent: Monday, August 13, 2007 2:55 PM  
To: Schuette, James  
Cc: Anderson, Michael  
Subject: FPL Easement Improvements - Corbett WMA

Jim,
Mospeps, Richard

From: Schuette, James
Sent: Thursday, September 14, 2006 10:12 PM
To: Mospeps, Richard; Coughlin, Steven
Cc: Wright, Tom; King, Linda; w.pandorf@verizon.net
Subject: RE: IR CA Corbett authorization

They will be using an existing, elevated, dirt road. It will be enlarged slightly to 12 feet wide (from about 10 feet now), and shell-rock added. FPL will also be adding swales where needed, which should actually improve hydrology. The locations where it deviates from the right-of-way is where it has always deviated from the right-of-way. And the entire stretch is part of our trail system in Corbett, which by improving the trail, it should concentrate buggy use to the new trail/road as opposed to how they keep trying to find easier places to drive through the wetlands as old routes get too messed up to use anymore. Hopefully Warren Pandorf can better fill you in on more specifics.

From: Mospeps, Richard
Sent: Thursday, September 14, 2006 5:38 PM
To: Coughlin, Steven
Cc: Schuette, James; Wright, Tom; King, Linda; w.pandorf@verizon.net
Subject: RE: IR CA Corbett authorization

Steve – I do not recall talking to anyone at FPL nor to their consultant about their need to gain access at certain points along, but outside of the easement area. It is Tom’s call, but believe we would need USFS’s blessing, especially since they are asking to be able to “construct” an access road. Do you and Jim concur FPL needs this additional access? I assume they are unable to access the line fully within the easement area? I would prefer to grant them a use permit to access those areas outside the easement area. That option though may not be available since they want to “construct” a road. What type of road? What affect will it have on drainage and how will they deal with the matter? Would they be traversing any wetlands or creating any wetlands with the road construction? Is this to be permanent or only during their construction? If it is to be permanent, we would more than likely need to modify/amend the easement and need a survey and legal description of those added areas. USFS may also weigh in on what mitigation would be acceptable. By copy of this email to Mr. Pandorf, I am asking him to get with me so we may discuss the situation. — Rich

From: Coughlin, Steven
Sent: Thursday, September 14, 2006 5:03 PM
To: Mospeps, Richard
Cc: Schuette, James; Wright, Tom; King, Linda
Subject: FW: IR CA Corbett authorization

Rich,

Jim had instructed FPL to contact you quite a while back regarding their request to construct an access easement road which weaves in and out of their easement on Corbett. Please see the second paragraph of the following e-mail. Did they ever contact you to discuss their request? We are not opposed to their request as the “road” would be built on an exiting buggy trail but want to make sure we cover all the bases especially with Federal Aid.

Jim, by cc: I will ask Mike Allen if and how we could accept these funds. Any chance we could persuade FPL to hire an exotic crew and perform services for us (similar to DEP exotic grants) instead of just writing us a check? Services would be easier to utilize.

Thanks, Steve C.

From: Schuette, James
Sent: Wednesday, September 13, 2006 8:16 PM
To: Coughlin, Steven
Cc: King, Linda
Subject: FW: IR CA Corbett authorization

9/15/2006
From: Warren Pandorf [mailto:w.pandorf@verizon.net]
Sent: Wed 9/13/2006 7:05 AM
To: Schuette, James
Cc: Gregg Hall
Subject: IR CA Corbett authorization

Jim,
On behalf of FPL, I am requesting a letter from the Corbett WMA authorizing a monetary donation by FPL to the Corbett WMA for the exotic eradication program. The donation will serve as mitigation for the Indiantown Riviera Central Area transmission line project impacts within Corbett. The mitigation evaluation of the impacts using the UMAM analyses resulted in a value of 5.20 credits needed to offset impacts. Using an estimated value of $45,000 per credit, the impact would have a value of 5.20 credits times $45,000 per credit for a total donation of $234,000. Corbett WMA staff have provided an estimate of $1500 per acre for the eradication of Melaleuca. Based on this estimate, FPL would fund approximately 156 acres of Melaleuca eradication. Corbett WMA staff has identified an area that would benefit from eradication near Camp G within Corbett WMA.

In addition, FPL is requesting authorization for the construction of an access road that follow existing impacted drive-on paths outside the FPL right-of-way for short segments adjoining the right-of-way. These areas have been selected for construction because of existing impacts from traffic and to minimize impacts to wetlands in the right-of-way.

Thanks for your assistance,
Warren

Warren Pandorf, P.E.
WPE Consulting, Inc.
2951 Chancery Lane
Clearwater, FL 33769
phone: 727-793-0020
tax: 727-793-0075
e-mail: w.pandorf@verizon.net

9/15/2006
Mosprns, Richard

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:54 PM
To: Lenczewski, Barbara; Mosprns, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

Works for me. Thanks, Steve C.

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 3:46 PM
To: Coughlin, Steven; Mosprns, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

Unless anyone disagrees, I will log it, open a workspace, put your emails in as documentation of review and Jim can continue to work with them directly.

Thanks for your quick evaluation.

Barbara
OFSC 488 8797

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:36 PM
To: Lenczewski, Barbara; Mosprns, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: FW: DEP/ACOE Joint Application

Thanks Jim. Steve C.

From: Schuette, James
Sent: Friday, June 02, 2006 3:22 PM
To: Coughlin, Steven
Subject: RE: DEP/ACOE Joint Application

This started out as a road project, which I coordinated with FPL/DEP/COE/SFWMD extensively. I guess because it took COE all dry season to officially open the permit application, FPL is moving forward as best they can with the limited dry season remaining. Originally, my comments were towards size, location, and numbers of geo-web swales, which we came to good agreement on. The only issue I see at the moment is 1 wading bird rookery under the powerlines, and making sure this is not disturbed during nesting season. They are already doing this project on Hungryland without any official approval from FWC, which I assume is under their authority as maintenance of their lines/right-of-way. I’ll get back with the FPL consultant to ensure the wading bird issue is addressed in this new plan.

-----Original Message-----
From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:04 PM
To: Lenczewski, Barbara; Mosprns, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
Subject: RE: DEP/ACOE Joint Application

Barbara,

If we could just handle this locally and not log this as a formal request for comment that would be my preference. It would be simpler for all involved and more efficient. We may have to issue FPL some special access permits and have discussions

6/2/2006
with them over possible impacts to area roads and trails that we normally handle in person with a site visit. We have been through these types of situations before with FPL. Please advise if this would be 10-4. I expect Joe has enough on his plate. Thanks, Steve C.

From: Lenczewski, Barbara
Sent: Friday, June 02, 2006 2:53 PM
To: Mospens, Richard; Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/AECE Joint Application

This started out as an FYI, but I am going to have it logged in and direct it through the system. Comments due 6/13 so if we have concerns they will need to be coordinated with whoever is the lead fairly quickly.

Barbara
OPSC 488 8797

From: Mospens, Richard
Sent: Friday, June 02, 2006 2:43 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: PW: DEP/AECE Joint Application

Steve & Jim -- I have talked to Barbara and am correct on her intentions. It would appear our commenting would mainly be on FPL’s plans for handling work around the wetlands and endangered species. FPL indicates they will handle the work around at the wetlands by rubber or timber construction mats, thereby providing some level of protection to the wetlands, and that there are no endangered species issues. Thanks for your thoughts on these two issues and any other you feel may be an issue. -- Rich

From: Mospens, Richard
Sent: Friday, June 02, 2006 1:40 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: PW: DEP/AECE Joint Application

Steve & Jim -- Attached is an application from FPL to DEP and AEC to the pulling of electrical wire for an additional circuit along FPL’s existing Indiantown-Riviera transmission line that runs through Corbett. FPL has an existing right-of-way easement through Corbett that appears to grant them the authority to string additional wires as needed. I assume you are aware of the intended project. I believe Barbara forwarded it to me to make sure we as managers of Corbett are aware of the intended project and, if deemed appropriate, provide comment. I have a call into Barb and will provide additional information, if any. Thanks for your review and input. -- Rich

From: Stearns, Jessica
Sent: Friday, June 02, 2006 12:15 PM
To: Mospens, Richard
Subject: DEP/AECE Joint Application

The attached letter is from Barbara Lenczewski, call her if you have any concerns.

-Jessica Stearns

6/2/2006
Mospees, Richard

From: Łenczewski, Barbara
Sent: Friday, June 02, 2006 3:34 PM
To: Coughlin, Steven; Mospees, Richard; Schuette, James; Poole, MaryAnn
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
Subject: RE: DEP/ACOE Joint Application

I would still log it, but the decision to comment or not would be up to you and Mike Brooks if Scott (as POC for the Division) determines that no other HSC Section would have an interest in this, which I don’t see that they do. The only advantage to going through the permitting agency is that you might get requirements put into the permit with some legal recourse if the proper actions are not followed. Your relationship and history with FPL can determine their track record on this.

Barbara
CPSC 488.8797

From: Coughlin, Steven
Sent: Friday, June 02, 2006 3:04 PM
To: Łenczewski, Barbara; Mospees, Richard; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe; Schuette, James
Subject: RE: DEP/ACOE Joint Application

Barbara;

If we could just handle this locally and not log this as a formal request for comment that would be my preference. It would be simpler for all involved and more efficient. We may have to issue FPL some special access permits and have discussions with them over possible impacts to area roads and trails that we normally handle in person with a site visit. We have been through these types of situations before with FPL. Please advise if this would be 10-4. I expect Joe has enough on his plate. Thanks,
Steve C

From: Łenczewski, Barbara
Sent: Friday, June 02, 2006 2:53 PM
To: Mospees, Richard; Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Sanders, Scott; Walsh, Joe
Subject: RE: DEP/ACOE Joint Application

This started out as an FYI, but I am going to have it logged in and direct it through the system. Comments due 6/13 so if we have concerns they will need to be coordinated with whoever is the lead fairly quickly.

Barbara
CPSC 488.8797

From: Mospees, Richard
Sent: Friday, June 02, 2006 2:43 PM
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Łenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim -- I have talked to Barbara and am correct on her intentions. It would appear our commenting would mainly be on FPL’s plans for handling work around the wetlands and endangered species. FPL indicates they will handle the work around at the wetlands by rubber or timber construction mats, thereby providing some level of protection to the wetlands, and that there are no endangered species issues. Thanks for your thoughts on these two issues and any other you feel may be at issue. -- Rich

From: Mospees, Richard
Sent: Friday, June 02, 2006 1:40 PM

6/2/2006
To: Coughlin, Steven; Schuette, James
Cc: Brooks, Mike; Lenczewski, Barbara
Subject: FW: DEP/ACOE Joint Application

Steve & Jim, Attached is an application from FPL to DEP and ACOE for the pulling of electrical wire for an additional circuit along FPL's existing Indiantown-Riviera transmission line that runs through Corbett. FPL has an existing right-of-way easement through Corbett that appears to grant them the authority to string additional wires as needed. I assume you are aware of the intended project. I believe Barbara forwarded it to me to make sure we, as managers of Corbett are aware of the intended project and, if deemed appropriate, provide comment. I have a call into Barb and will provide additional information, if any. Thanks for your review and input. -- Rich

From: Stearns, Jessica
Sent: Friday, June 02, 2006 12:15 PM
To: Mosopens, Richard
Subject: DEP/ACOE Joint Application

The attached letter is from Barbara Lenczewski, call her if you have any concerns.

-Jessica Stearns
Memorandum

Florida Department of
ENVIRONMENTAL PROTECTION

NOTICE

DATE: MAY 15, 2008

TO: Mary Ann Pope, O.H. Milled

FROM: Samantha Rice
Submerged Lands and Environmental Resources
Program Southeast District

SUBJECT: File No. 50-0265378-001
Applicant: FISHERY IMROVEMENT ASSOCIATION

The attached application was submitted to the Submerged Lands and Environmental Resources Program. We are currently processing the request as required by Chapter 373, 403, 253 and 258, F.S..

This is an opportunity to applicable state agencies to concur with or object to the proposed Project under the federal consistency provisions of the Coastal Zone Management Act.

Review must be in accordance with the procedures adopted by the Interagency Management Committee on October 25, 1985. Findings of inconsistency must describe how the project conflicts with your agency's statutory authorities in the Florida Coastal Management Plan and provide alternative measures, if any which would make the project consistent.

Return your written comments (referencing the applicant's name and file number) and the attached information to the Department of Environmental Protection, Southeast District, 400 North Congress Avenue, Suite 200, West Palm Beach, Florida 33401 within 30 days of the date of this Notice. Your comments will be used in our evaluation of the proposed activities.

This project may be modified. If you wish to receive a copy of the application upon its completion, please notify us.

If you have any questions, please call me at (561) 681-6600 or Suncom 226-6600.

Thank you.

Encl. DEP/ACOE Joint Application
May 10, 2006

Ms. Tricia Hoffer
Department of Environmental Protection
Environmental Resource Permitting
400 Congress Ave.
West Palm Beach, FL 33401

Re: ERP Application
FPL Indiantown-Riviera 230kV Transmission Line
Additional Circuit/Wire Pull Application
Martin and Palm Beach Counties
Florida Power & Light Company

Dear Ms. Hoffer:

Enclosed please find four copies of our application for an ERP Noticed General Permit associated with pulling wire for an additional circuit for the Indiantown-Riviera Transmission Line in Martin and Palm Beach Counties, Florida.

This project is necessary to provide reliable service to this developing area of Martin and Palm Beach Counties. If you have any questions or need additional information, please do not hesitate to contact me at 727-793-0020 or Gregg Hall at 561-804-3284.

Sincerely,

Warren Pandorf, P.E.
WPE Consulting, Inc.
On behalf of Florida Power and Light Company

Cc: Gregg Hall, FPL; w/ enclosure
ENVIRONMENTAL RESOURCE PERMIT APPLICATION

FOR

FPL INDIANTOWN-RIVIERA ADDITIONAL CIRCUIT/ WIRE PULL
230 kV TRANSMISSION LINE

MARTIN & PALM BEACH COUNTIES

Submitted to:
Florida Department of Environmental Protection
Environmental Resource Permitting
400 Congress Avenue
West Palm Beach, Florida 33401

Submitted by:
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Prepared By:
WPE Consulting, Inc.
2951 Chancery Lane
Clearwater, Florida 33759

May 2006
P200502
SECTION A

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<tr>
<td>Date Application Received</td>
<td>DEP/WMD Application #</td>
</tr>
<tr>
<td>Proposed Project Lat.</td>
<td>Date Application Received</td>
</tr>
<tr>
<td>Proposed Project Long.</td>
<td>Fee Received</td>
</tr>
<tr>
<td></td>
<td>Fee Receipt #</td>
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</tbody>
</table>

PART 1:
Are any of the activities described in this application proposed to occur in, on, or over wetlands or other surface waters? □ yes □ no

Is this application being filed by or on behalf of a government entity or drainage district? □ yes □ no

PART 2:
A. Type of Environmental Resource Permit Requested (check at least one). See Attachment 2 for thresholds and descriptions.
   □ Notice General - include information requested in Section B.
   □ Standard General (Single Family Dwelling) - include information requested in Sections C and D.
   □ Standard General (all other Standard General projects) - include information requested in Sections C and E.
   □ Individual (Single Family Dwelling) - include information requested in Sections C and D.
   □ Individual (all other Individual projects) - include information requested in Sections C and E.
   □ Conceptual - include information requested in Sections C and E.
   □ Mitigation Bank Permit (construction) - include information requested in Sections C and F. (If the proposed mitigation bank involves the construction of a surface water management system requiring another permit defined above, check the appropriate box and submit the information requested by the applicable section.)
   □ Mitigation Bank (conceptual) - include information requested in Sections C and F.

B. Type of activity for which you are applying (check at least one)
   □ Construction or operation of a new system, other than a solid waste facility, including dredging or filling in, on or over wetlands and other surface waters.
   □ Construction, expansion or modification of a solid waste facility.
   □ Alteration or operation of an existing system which was not previously permitted by a WMD or DEP.
   □ Modification of a system previously permitted by a WMD or DEP.
   □ Provide previous permit numbers.
   □ Alteration of a system
   □ Abandonment of a system
   □ Extension of permit duration
   □ Removal of a system
   □ Construction of additional phases of a system

C. Are you requesting authorization to use Sovereign Submerged Lands? □ yes □ no
   (See Section G and Attachment 5 for more information before answering this question.)

D. For activities in, on, or over wetlands or other surface waters, check type of federal dredge and fill permit requested:
   □ Individual
   □ Programmatic General
   □ General
   □ Nationwide
   □ Not Applicable

E. Are you claiming to qualify for an exemption? □ yes □ no
   If yes, provide rule number if known. ______

2
<table>
<thead>
<tr>
<th>PART 3: A. OWNER(S) OF LAND</th>
<th>B. ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>FLORIDA POWER &amp; LIGHT COMPANY</td>
<td>GREGG A. HALL</td>
</tr>
<tr>
<td>Title and Company</td>
<td>Title and Company</td>
</tr>
<tr>
<td></td>
<td>SENIOR ENVIRONMENTAL SPECIALIST, FPL</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>700 UNIVERSE BLVD.</td>
<td>700 UNIVERSE BLVD.</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>JUNO BEACH, FLORIDA 33408</td>
<td>JUNO BEACH, FLORIDA 33408</td>
</tr>
<tr>
<td>Telephone and Fax</td>
<td>Telephone and Fax</td>
</tr>
<tr>
<td></td>
<td>(561)-694-3284 FAX (561) 694-4283</td>
</tr>
<tr>
<td>C. AGENT AUTHORIZED TO SECURE PERMIT</td>
<td>D. CONSULTANT (IF DIFFERENT FROM AGENT)</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>GREGG A. HALL</td>
<td>WARREN PANDORF</td>
</tr>
<tr>
<td>Title and Company</td>
<td>Title and Company</td>
</tr>
<tr>
<td>SENIOR ENVIRONMENTAL SPECIALIST, FPL</td>
<td>PROJECT MANAGER, WPE CONSULTING, INC.</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>700 UNIVERSE BLVD.</td>
<td>2951 CHANCERY LANE</td>
</tr>
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<td>City, State, Zip</td>
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<tr>
<td>JUNO BEACH, FLORIDA 33408</td>
<td>CLEARWATER, FLORIDA 33759</td>
</tr>
<tr>
<td>Telephone and Fax</td>
<td>Telephone and Fax</td>
</tr>
<tr>
<td>(561)-694-3284 FAX (561) 694-4283</td>
<td>(727) 793-0020 FAX (727) 793-0075</td>
</tr>
</tbody>
</table>

PART 4: (Please provide metric equivalent for federally funded projects):

A. Name of Project, including phase if applicable: FPL Indiantown-Riviera Wire Pulling

B. Is this application for part of a multi-phase project?
   □ Yes □ No

C. Total applicant-owned area contiguous to the project?
   □ Located in Easement, ac.: ___ ha.

D. Total area served by the system: N/A, ac.: ___ ha.

E. Impervious area for which a permit is sought: 0 ac.: ___ ha.

F. Volume of water that the system is capable of impounding:
   0 ac. ft.: ___ m

G. What is the total area of work in, on, or over wetlands or other surface waters?
   0.01 for dredge & fill ac.: ___ ha. ___ sq. ft.: ___ sq. m.

H. Total volume of material to be dredged: 0 cu. yd.: ___ m

I. Number of new boat slips proposed: 0 wet slips; 0 dry slips
**PART 5:**

**Project location (use additional sheets if needed):**

<table>
<thead>
<tr>
<th>County</th>
<th>Martin &amp; Palm Beach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section(s)</td>
<td>Township</td>
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<tr>
<td>35</td>
<td>39S</td>
</tr>
<tr>
<td>2,11,14,23,24,25</td>
<td>40S</td>
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<tr>
<td>36,11,12,13,24</td>
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<tr>
<td>19,20,29,28,33,34</td>
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<tr>
<td>2,1,12,13</td>
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<tr>
<td>18,19,20,29,32,33</td>
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</tr>
<tr>
<td>4,3,10,11,14,13</td>
<td>43S</td>
</tr>
<tr>
<td>11,2,6,5,4,3,10,20,21,16,15,10</td>
<td>43S</td>
</tr>
</tbody>
</table>

**Land Grant name, if applicable:** N/A

**Tax Parcel Identification Number:** N/A

**Street Address/Reader other location:** SEE ATTACHED PROJECT LOCATION MAP

**City, Zip Code, if applicable:** N/A

**PART 6:** Describe in general terms the proposed project, system, or activity.

SEE ATTACHED DESCRIPTION
PART 7:

A. If there have been any pre-application meetings, including on-site meetings, with regulatory staff, please list the date(s), location(s), and names of key staff and project representatives.

PRE-APPLICATION MEETING WAS HELD ON 9/29/95 AT THE DEP OFFICE IN WEST PALM BEACH.
THE FOLLOWING PERSONNEL WERE IN ATTENDANCE:

- JENNIFER SMITH (DEP)
- LEAH OBERLIN (COE)
- IBM SCHUETTE (CORBETT WMA)
- WARREN PANDORF (WPEC CONSULTING)
- R. HALL (FPL)

B. Please identify by number any MESS/Wetland Reserw/EVR/ACOE Permits pending, issued or denied for projects at the location, and any related enforcement actions.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Date</th>
<th>No./Type of Application</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Note: The following information is required for projects proposed to occur in, on or over wetlands that need a federal dredge and fill permit or an authorization to use state owned submerged lands. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applications) and/or (for proprietary authorizations) is located within a 500 ft. radius of the applicant's land. Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary.

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A
7. N/A
8. N/A
PART B:

A. By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations indicated above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of the applicant, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

GREG A. HALL
Typed/Printed Name of Applicant (If no agent is used) or Agent (If one is so authorized below)

[Signature]

[Title]

Date

AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

B. I hereby designate and authorize the agent(s) listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above, and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent(s) and any corporation, to perform any measurements or make any statements which may be necessary to prepare the permit application and environmental impact statement. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

DEAN BUSCH, P.E.
Typed/Printed Name of Applicant

[Signature]

Date

PEL MANAGER, SITING AND PERMITTING GROUP

(Corporate Title if applicable)

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

C. I neither own the property described in this application nor have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as necessary to make such review and inspection. Further, I agree to provide easy to the project site for each agent or personnel to monitor permitted work if a permit is granted.

DEAN BUSCH, P.E.
Typed/Printed Name of Applicant

[Signature]

Date

PEL MANAGER, SITING AND PERMITTING GROUP

(Corporate Title if applicable)
SECTION B
INFORMATION FOR NOTICED GENERAL ENVIRONMENTAL RESOURCE PERMITS

INSTRUCTIONS: To qualify for a Noticed General Permit (NGP) for specific activities, the project must strictly comply with all of the terms, conditions, requirements, limitations and restrictions applicable to the desired NGP. A summary of the types of NGP's available is contained in Attachment 2. Carefully review the rule section of the NGP for which you are applying to ensure that your project meets the requirements of that NGP. Please complete Section A and submit it along with the information required in this Section (on 8½" x 11" paper).

1. Indicate the project boundaries on a USGS quad map, reduced or enlarged as necessary to legibly show the entire project. If not apparent from the quad map, provide a location map in sufficient detail to allow a person unfamiliar with the site to find it, containing a north arrow and a graphic scale and showing the boundary of the proposed activity and Section(s), Township(s), and Range(s). See Figures 1 and 2.

2. A legible site plan showing the following features:
   a) property boundaries and dimensions  See Figure 3 (for wet locations in wetlands)
   b) name and location of any adjoining public streets or roads  See Figure 2
   c) location and dimensions of all existing structures  N/A
   d) label all impervious and pervious areas and indicate their size (area)  See Figure 3
   e) the direction of drainage relative to the proposed improvements (using arrows)  N/A
   f) locations of all proposed works  See Figures 2 & 3
   g) permanent and temporary erosion, sedimentation and turbidity controls  N/A
   h) boundaries of wetlands and other surface waters, identifying open water areas  See Figure 3
   i) boundary area and volume of all temporary and permanent earthwork, including pre and post construction grades  N/A

3. Description of wetland or aquatic habitat.  See Section III & Table 1

4. Construction methods and schedule.  See Section II

5. Additional information that would show that you qualify for the general permit, addressing all the parameters, thresholds and conditions required in the general permit. Errors and omissions will be identified within 30 days by the processing agency.  See Section II and Tables 2 & 3

6. Provide the rule section number of the NGP for which you are applying.  NGP 62-341.620

7. The construction plans and supporting calculations must be signed, sealed, and dated by an appropriate registered professional as required by the relevant statutory provisions when the design of the system requires the services of an appropriate registered professional.  N/A
PROJECT DESCRIPTION

Introduction:
To improve FPL's electrical system capability and reliability in Martin & Palm Beach Counties, FPL proposes to add a circuit/pull wire along the entire length of the Indiantown-Riviera 230 kV transmission line project. These activities consist of running an additional circuit for approximately 35.6 miles onto the transmission line poles that have been previously constructed under the maintenance provisions for the existing line. The new circuit is first strung through all the poles. At the end of a run (which is the length between two angle points in the line) a machine is used to pull and properly tension the wire. See Figure 3 for the locations of these wire-pulling areas.

In order to facilitate describing the location of this transmission line, it has been divided into north, central and south sections as follows:

The north section of the transmission line spans 6 miles from the existing Indiantown substation to the Beeline Highway. It begins on the north side of the FPL Indiantown substation. The line continues south along the existing transmission line corridor for approximately 3.5 miles, where the proposed transmission line turns to the Southeast to parallel the Beeline Highway for 2 miles. The line turns south 0.5 miles to follow the existing transmission lines to the Beeline Highway.

The central section of the transmission line spans 20 miles from the Beeline Highway to Riviera Tap. The transmission line begins on the north side of the Beeline Highway. The line continues south along the existing transmission line corridor for approximately 4.9 miles, where the proposed transmission line turns to the Southeast to follow the existing transmission line for 15 miles to a tie-in to existing lines at Riviera Tap.
The south section of the transmission line spans approximately 10.6 miles from the Riviera Tap (tie-in to existing line) to the Riviera Substation. The line begins on the east side of La Mancha Avenue. The line continues east along the existing transmission line corridor for approximately 3.1 miles, where the proposed transmission line turns to the Northeast to follow the existing transmission line for 4.5 miles to Military Trail. The line then turns due east for 3 miles to the Riviera Substation.

There were significant environmental considerations utilized to determine the proposed route. These included but were not limited to:
- Minimize the clearing of native vegetation
- Avoidance of listed species
- Avoid / minimize wetland impacts
- Avoidance of historical resources.

FPL determined that utilizing the existing FPL right-of-way for the entire line distance would minimize the potential impacts for listed species and wetlands while providing economical construction costs and reliability of service. FPL has utilized its existing linear facilities, i.e. transmission lines, in the past to minimize impacts to the environment. The FPL siting process considers all factors and selects the best routes/sites to optimize the service requirements while avoiding/minimizing impacts to the environment. FPL has a long history of environmental stewardship and takes pride in being able to coexist with the natural community. FPL designed this transmission line to minimize the impact to wetlands to the fullest extent possible.

Specific Information:
The Indiantown-Riviera project consists of building a new circuit within the right-of-way of an existing FPL transmission line. FPL is proposing to build an access road and pads in some sections of the project and these activities, which require dredge and fill, are being permitted separately. No dredge and fill or clearing of trees is required for the activities in this application.

Figure 1 shows areas that are included in this permit application for pulling wire for the addition of a new 230kV transmission line circuit.

All wire will be installed on poles that are being replaced as part of the maintenance provisions for the existing transmission line. After the new concrete poles are installed, the existing circuit
will be transferred to the new pole as part of the maintenance provisions. The second circuit will be completed upon issuance of this permit.

The wire for the new circuit will be pulled into place using a tensioning machine. In areas of wetlands, rubber or timber construction mats will be used to minimize impacts. With the mats, the weight of equipment is distributed over a much larger area than with equipment directly on the wetland, thereby significantly reducing impacts to vegetation and soils. Since mats are specifically designed for wetland/sensitive areas, they do not cause ruts or excessive displacement of soil materials.

For the areas of the proposed wire pulling, several areas have been identified to place mats in wetlands. The area of each proposed wire pull location is shown on Figure 3. An environmental description of these areas is presented in Section III.
SECTION III
ENVIRONMENTAL ASSESSMENT
ECOLOGICAL ASSESSMENT

Introduction
An ecological survey of the proposed Indiantown-Riviera (Indiantown Substation to Riviera) transmission line corridor was conducted by an ecologist during field efforts in August 2005. The proposed route is approximately 36.6 miles of uplands and wetlands in a general northwest-southeast direction as described in Section II - Project Description. The purpose of the ecological survey was to determine the location of wetlands and the presence of listed plant and animal species along the corridor where an additional circuit will be installed. An ecologist, who was a consultant to FPL, accomplished this assessment. The methodologies utilized and the results of the study follow.

3.1.1 WETLANDS

Methodology
The proposed Indiantown-Riviera transmission line corridor was examined for the presence of wetlands located within, or in proximity to the proposed wire pulling areas for the new circuit that may be deemed jurisdictional by state and federal regulatory agencies. This was accomplished during the August 2005, field efforts by David Hall, Ph.D., in accordance with applicable state criteria contained in Chapter 62-340 of the Florida Administrative Code, and federal criteria as contained in the 1987 "Corps of Engineers Wetland Delineation Manual." Specifically, the site was examined by walking the entire length of the proposed corridor, and observing for areas exhibiting hydrophytic vegetation, hydric soils, and hydrologic indicators by which the landward extent of identified wetlands could be determined. To facilitate this wetland assessment effort, aerial photographs (1"= 200') of the project area were used.

Results
The proposed new circuit has been entirely sited along an existing transmission line right-of-way. The results of the survey indicate six wetland areas would require matting
to pull wire for the new circuit. The wetlands in these six areas are wet prairies, marshes, and a pond (see Table 1, located in Section 4, for a summary of wetlands where matting is proposed). The wetlands within the proposed matting areas are man-made (pond) or natural (wet prairies and marshes). Man, vehicle traffic, patrol road construction and maintenance, or cattle have impacted all of the natural wetlands. There is no dredge and fill proposed as presented in Table 2. Since the project is located in an existing transmission line corridor, no clearing of forested wetlands will be required as indicated in Table 3 (located in Section IV).

A survey was conducted of wetlands IB-16, BT-4.1, BT-4.13, AC-125, AC-1 and TR-8, which are proposed for matting, as shown on Figure 3. Detailed descriptions of wetland type, degree of disturbance, anticipated agency jurisdiction, vegetation, soils and hydrologic conditions for each jurisdictional type are summarized in tabular format in Table 1.

ENDANGERED SPECIES SURVEY

Methodology

The survey consisted of a complete analysis of threatened/endangered plants and wildlife located in areas of proposed mats. This information was gathered during a detailed field examination of the corridor conducted during August 2005, and by a literature search of endangered/threatened species. Species of interest consisted of those designated by the U.S. Fish and Wildlife Service (USFWS) as endangered, threatened, or under review for listing; those designated by the Florida Fish and Wildlife Conservation Commission (FFWCC) as endangered, threatened, or species of special concern; and plant species designated by the Florida Department of Agriculture and Consumer Services (FDACS) as endangered, threatened, or commercially exploited.

Prior to the field survey, a literature search was conducted to identify listed species that potentially could occupy the proposed ROW. The primary sources of information were: the Florida Natural Areas Inventory data base; Rare and Endangered Flora of Florida; Florida Committee on Rare and Endangered Plants and Animals – Vol. 1 (Mammals, 1992), Vol. II (Fishes, 1992), Vol. III (Amphibians & Reptiles, 1992), Vol. IV (Vertebrates, 1994), Vol. V (Birds, 1996), Vol. Five (Plants, 1979); Nancy C. Coile’s (2000) Notes on Florida’s Endangered and Threatened Plants; FFWCC website.
(http://floridaconservation.org/pubs/endanger.html); and the personal experience of the biologist.

The list of potential rare plants and animals utilized for the survey is presented in Tables 4 and 5, respectively.

RESULTS

Plants
No Endangered species listed by FDACS or USFWS were found. No FDACS or USFWS Threatened species were seen.

Animals
No species of wildlife listed by either USFWS or FFWEC were observed during the field survey.

There were no wading bird nests observed along the proposed corridor. Resident and migrating wading birds forage in the wetlands along the corridor and in nearby wetlands. Since wetlands will not be permanently altered, the only impacts to wading birds will be the temporary avoidance of certain areas during construction activities.
AGREEMENT

THIS AGREEMENT made this 7th day of November 1971,
by and between FLORIDA GAME AND FRESH WATER FISH COMMISSION,
an agency of the State of Florida, hereinafter called "Commission" and FLORIDA POWER & LIGHT COMPANY, a Florida corpor-
oration, hereinafter called "PFL".

WHEREAS, PFL requires an easement for a right-of-way
upon certain lands owned by the Commission in Palm Beach
County, Florida which lands have a full appraised fee
value of $419,442.00 and

WHEREAS, PFL has acquired or has contracts or options
for the acquisition of certain other lands in Palm Beach
County, the contract cost to PFL of such other lands being
$298,253.00.

NOW THEREFORE, in consideration of benefits accruing to
each, the receipt of which is hereby acknowledged, the parties
agree as follows:

1. The Commission shall grant to PFL the easement
   in the form of the Right-of-Way Agreement marked
   Exhibit A attached hereto and made a part hereof.

2. PFL shall convey or cause to be conveyed to the
   Commission the lands described on Exhibit B
   attached hereto and made a part hereof. Title
to these lands shall be subject to all matters
contained in the conveyance to R. W. Wall, Jr.,
Trustee, and to conditions, restrictions and
limitations of record, and to taxes for the year
1973 and subsequent years. Taxes on these lands
shall be prorated as of date of closing.

3. The difference between the aforesaid $419,442.00
   and the aforesaid $298,253.00 is in the amount
   of $121,189.00. Interest shall accrue on the
   undisbursed part of said amount at the rate of
$75 per annum, from the date of delivery of said
Right-of-Way Agreement by the Commission to FPL.
Said amount, plus the accrued interest thereon,
shall constitute a fund which shall be disbursed
by FPL to or for the benefit of the Commission in
the following manner:

With this fund, FPL shall seek to purchase
additional lands within or adjacent to what is
known as the J. W. Corbett area in Palm Beach
County. These lands shall be purchased for the
benefit and in the name of the Commission. No
purchase from this fund shall be made without
the approval of the Commission as to the lands
purchased and the expenditures made therefore.
Twelve months after the closing of this trans-
action, FPL shall pay to the Commission the
undisbursed portion of said fund, excluding
therefrom any amounts required to complete
the purchase of lands for which contracts have
been obtained but which have not been closed
as of that time.

4. FPL shall, upon delivery of a properly executed
and acknowledged Right-of-Way Agreement described
above as Exhibit "A", pay to the Commission $3,000.00
to be used to improve the water control conditions
in the sawgrass area of the Commission's J. W.
Corbett Wildlife Management lands.

5. This transaction shall close on or before
days from the date hereof at
or at such other time and place as may be mutually
agreeable.
IN WITNESS WHEREOF, the parties have caused these presents to be executed.

WITNESSES:

FLORIDA GAME AND FRESH WATER FISH COMMISSION

[Signatures]

FLORIDA POWER & LIGHT COMPANY

[Signatures]
EXHIBIT A

RIGHT OF WAY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the FLORIDA GAME AND FRESH
WATER FISH COMMISSION, a governmental agency of the State of Florida, with
its official office in the City of Tallahassee, Leon County, Florida, hereinafter
called GRANTOR, for and in consideration of the sum of Ten Dollars
($10.00) and other good and valuable consideration, receipt of which is
hereby acknowledged does hereby grant to FLORIDA POWER & LIGHT COMPANY, a
corporation organized and existing under the laws of the State of Florida,
whose address is P. O. Box 3100, Miami, Florida, 33101, or its successors,
GRANTEE herein, an easement for a right of way to be used for the construction,
operation and maintenance of one or more overhead electric transmission and
distribution lines (including wires, poles, "No" frame structures, towers,
cables, conduits, anchors, guy; telephone and telegraph lines and appurtenant
equipment) for the transmission of electricity, over, upon and across the
following described lands of the Grantor situated in the County of Palm Beach
and State of Florida, being more particularly described as follows:

Parcel No. 1:
A strip of land 660 feet in width lying Northeasterly of, adjacent to, and parallel with the Northeast right of way
line of CSXFTCD Levee 1-8 in Sections 5, 6 and 9 in Township 42 South, Range 39 East, Palm Beach County, Florida.

Parcel No. 2:
The following described parcel lying within Section 31,
Township 41 South, Range 39 East, Palm Beach County,
Florida:
Commencing at the Northwest corner of Section 6, Township 42 South, Range 39 East, Palm Beach County, Florida; thence
N 87° 39' 20" E for a distance of 692.64 feet to a point, said point being the Point of Beginning; thence from said
POB N 87° 39' 20" E for a distance of 459.76 feet more or
closs to a point; thence S 0° 14' 20" W to a point that is
760 feet, measured at right angles, from the northeast right
of way line of CSXFTCD Levee 1-8; thence S 45° 32' 40" W
to a point that is 760 feet from the West section line of
said Section 31; thence N 0° 14' 20" W along a line 760 feet
from and parallel to the West section line of said Section 31
for a distance of 1000 feet to a point; thence S 0° 14' 20" E
along a line 660 feet from and parallel to the West section
line of said Section 31 for a distance of 1790 feet more or
less to the intersection with the northeast right of way
line of CSXFTCD Levee 1-8; thence S 65° 21' 40" E along the
northeast right of way line of CSXFTCD Levee 1-8 to the POB.
Parcel No. 3:
The West 660 feet of Sections 6, 7, 18 and 19 in Township 41 South, Range 39 East, Palm Beach County, Florida.

Parcel No. 4:
The West 660 feet of Section 31 in Township 40 South, Range 39 East, Palm Beach County, Florida; and the East 100 feet of the West 760 feet of the North 2000 feet of Section 31, Township 40 South, Range 39 East, Palm Beach County, Florida.

together with the right to the Grantee or its successors, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, towers, crossarms, or fixtures, and to string wires and cables, adding thereto from time to time, across, through or over the above described premises; to cut and remove all trees, brush and undergrowth from the structure areas and the access way provided that after initial construction on such areas is completed the Grantee will plant on such areas bahia grass which may be useful for soil stabilization, wildlife food or cover or other conservation purposes. In all other areas clearing shall consist of the complete removal of all pine trees, melaleuca trees and those cypress trees that are in excess of fifteen feet in height that lies within the right of way. Other underbrush, grass, or tree growth such as willow, scrub oak, water oak, or sweet gum shall not be disturbed other than when necessary, useful, or convenient for the construction, installation and maintenance of the facilities for which this easement is acquired. If any of the existing vegetation that is to be left is damaged, it shall be pruned if practicable and left in place. Severely damaged vegetation shall be removed completely and disposed of. It is not the intent of the Company to completely strip the land. Also the right to cut and remove from said premises of the Grantor, adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger wires or cables attached thereon, or any structure on the said premises; and the right of ingress and egress over said premises at any and all times for the purpose of patrolling the lines or repairing, renewing or adding to the works and structures thereon erected, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege at the termination of this grant of removing at any time any or all of the improvements, works and fixtures erected upon or over the said lands.
The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor, provided that if such gates are not upon or immediately adjacent to the above described premises they shall be situated at locations mutually acceptable to the Grantor and the Grantee. The Grantee shall, upon request by the Grantor, install culverts within said easement to adequately maintain the existing water conditions of Grantor’s property adjacent and contiguous to said easement.

Reserving to the Grantor, however, the right and privilege to use the parcel of land described for wildlife management and all other purposes except as herein stated or as might interfere with Grantee’s use, occupation or enjoyment thereof, provided that said lands shall not be planted in trees that would normally be expected to exceed fifteen feet in height. As a part of the consideration paid by the Grantee the Grantor accepts the responsibility of preventing any trees, or vegetation on the above described premises from exceeding 15 feet in height above the now existing ground level. The Grantor, when and to the extent authorized by law, shall indemnify, protect and hold the Grantee harmless, without regard to negligence, against all claims, liens, demands and judgments attributable in whole or in part to Grantor’s exercise of or failure to exercise such responsibility. Provided further, that no building or structures, other than fences, provided that said fences do not interfere with Grantee’s use occupation or enjoyment of said parcels of land, will be located or constructed by the Grantor on said parcels of land and provided further, that the Grantor shall not excavate any portion of the right of way without written permission of the Grantee and the Grantee shall not excavate any portion of the right of way without written permission of the Grantor, which permission shall not be unreasonably withheld.

By its acceptance of the easement herein granted and the installation of the facilities provided for hereunder, Florida Power & Light agrees to hold the Grantor harmless from and against claims for damages attributable to the installation, operation or maintenance of such facilities; and also agrees to indemnify the Grantor as to any damages occasioned to the property of the Grantor by reason of the installation, operation or maintenance of such facilities.
Grantee further agrees and does hereby release Grantor from any
claim for damage to the right of way or to the Grantee’s facilities thereon,
caused by the discharge of firearms by any licensee, guest or permitee of
the Grantor.

The Grantee further agrees to provide for the disposition of brush,
refuse and timber resulting from clearing of the land, in a manner satisfactory
to the Grantor and to repair or replace any fences that should be damaged
by them.

IN WITNESS WHEREOF, the said parties have caused these presents to
be executed in their names and their duly authorized officers, and their
seals to be properly affixed this ___ day of __________, A.D. 1973

FLORIDA GAME AND FISH DEPARTMENT
by ____________________________
Chairman
______________________________
Director

FLORIDA POWER & LIGHT COMPANY
by ____________________________
Vice President

______________________________
Assistant Secretary

STATE OF FLORIDA )
COUNTY OF LEON )

I HEREBY CERTIFY that on this ___ day of __________, A.D.
1973, before me personally appeared ____________________________,
Chairman and Director, respectively, of the FLORIDA
GAME AND FISH DEPARTMENT, a governmental agency of the State of
Florida, to me known to be the persons who signed the foregoing instru-
ment as such officers and severally acknowledged the execution thereof to be their
said officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said COMMISSION,
and that the said instrument is the act and deed of said COMMISSION.

WITNESS my signature and official seal at Tallahassee, in the
County of Leon and State of Florida, this ___ day of __________, A.D.

______________________________
Notary Public for the State of Florida

My Commission Expires:
EXHIBIT B

Properties to be conveyed to Florida Game and Fresh Water Fish Commission:

Parcel No. 1
All that part of Section 6, Township 42 South, Range 39 East, Palm Beach County, Florida, lying North and East of 6877CD L-6 Canal.

Parcel No. 2
All of Government Lot 13 and Government Lot 14, less the North 400 Feet of the East 857 Feet of Government Lot 14, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of United States of America as set forth in Deed Book 979 at Page 479, Palm Beach County Records.

The Sellers of this property have been given a letter of permission dated July 3, 1973, to occupy these properties until January 1, 1974, see copy of letter attached hereto and made a part hereof.

Parcel No. 3
The West 660 Feet of Government Lot 12, Section 30, Township 42 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of the Trustees of the Internal Improvement Trust Fund of the State of Florida as in Deed Book 716 at Page 271 of the Public Records of Palm Beach County, Florida and an unrecorded letter agreement dated July 27, 1973, copy of which is attached hereto and made a part hereof.

Parcel No. 4
The West 660 Feet of Government Lot 5, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida. Subject to reservations in favor of Everglades Drainage District as shown in Deed Book 805 at Page 315 of the Public Records of Palm Beach County, Florida, and reservations in favor of the Trustees of the Internal Improvement Trust Fund as in Deed Book 807 at Page 373, Palm Beach County Records. Also to evidence of payment of Federal Estate Tax and Florida Inheritance Tax of the Estate of Theo M. O'Neal, deceased, and unrecorded letter agreement dated July 25, 1973, copy of which is attached hereto and made a part hereof.

Parcel No. 5
The West 660 Feet of Government Lot 4, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach, Florida.
EXHIBIT B (Cont'd)
Parcel No. 5 (Cont'd)

Subject to reservations in favor of Everglades Drainage District as in Deed Book 806 at Page 315, Palm Beach County Records, and reservations in favor of Trustees of Internal Improvement Trust Fund as in Deed Book 807 at Page 373, Palm Beach County, Florida. Also to evidence of the payment of Federal Estate Tax and Florida Inheritance Tax of the Estate of Theo H. O'Neal, deceased, and an unrecorded letter agreement dated July 25, 1973, copy of which is attached hereto and made a part hereof.

The above described parcels 1 through 5 are being conveyed also subject to the following:

Right of Way agreement from R. W. Wall, Jr. et ux to Florida Power & Light Company, copy of which is attached hereto and made a part hereof, and to all matters contained in the conveyances to R. W. Wall, Jr., Trustee, and to conditions, restrictions and limitations of record and to taxes for the year 1972 and subsequent years.
Parcel 1

West Palm Beach, Florida

G. M. Tucker, Inc.
1616 East Main Street
Pahokee, Florida 33476

Gentlemen:

You are hereby given permission to use for a period of two years, commencing July 26, 1973, for cattle pasture purposes only, the following property described as:

The West 560 feet of Government Lot 12, Section 39, Township 41 South, Range 38 East, Palm Beach County, Florida; containing 20.00 acres.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner's or his assigns' use and shall be subordinate to the owner's use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner's negligence, arising out of or in any way connected with your use or the use of any servant, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

[Signature]

P. W. Wall, Jr. Trustee

TM/840

Accepted this 26th day of

G. H. Tucker, Inc.

[Signature]
Mrs. Lena O'Neal
42 S. E. 1 Avenue
Delray Beach, Florida 33444

Dear Mrs. O'Neal:

You are hereby given permission to use for a period of two years, commencing July 24, 1973, for cattle pasture purposes only, the following property described as:

The West 660 feet of Government Lot 6, Section 20, Township 41 South, Range 36 East, Palm Beach County, Florida; containing 10 acres.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner’s or his assigns’ use and shall be subordinate to the owner’s use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner’s negligence, arising out of or in any way connected with your use or the use of any servent, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

[Signature]

Accepted this 25th day of July 1973.

[Signature]  
Lena O'Neal
Mr. & Mrs. R. C. Croft
Mr. & Mrs. Kenneth T. Croft
2402 Seacrest Boulevard
Delray Beach, Florida 33444

Dear Ladies & Gentlemen:

You are hereby given permission to use for a period of two years, commencing July 26, 1973, for cattle pasture purposes only, the following property described as:

The West 660 feet of Government Lot 4, Section 30, Township 41 South, Range 39 East, Palm Beach County, Florida, containing 19 acres 2.

Upon termination of this license, it may be renewed thereafter on a year to year basis, with the understanding that the property owner or his assigns may cancel this license during any renewal period by giving the Licensee thirty days notice in advance to vacate the property.

By your acceptance of this license you agree:

You will keep the property clean and clear so as to prevent it from becoming unsightly and you will see to it that no debris or trash is dumped or deposited thereon.

You will not subject the property to any lien or encumbrances and the property shall not be subject to any indebtedness that may result from your operations thereon.

Your use of the property shall not interfere or conflict with the property owner's or his assigns' use and shall be subordinate to the owner's use.

You will not cause or permit any waste on the property, including without limitation the removal of soil or fruit trees, if any.

The permission herein given is not assignable.

You will also hold the owner or his assigns harmless from any and all claims and liabilities, whether or not due to the owner's negligence, arising out of or in any way connected with your use or the use of any servant, agent, employee, invitee, or guest of yours on the lands above described.

Please signify your acceptance of this letter and of the conditions herein stated by signing and returning a copy to us.

Yours truly,

[Signature]

TWZ/Wja

Accepted this 3rd day of July, 1973.

[Signature]

Rayne, Louise Croft

Kenneth T. Croft

[Signature]
RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that R. U. WALL, JR., individually and as Trustee, joined by his wife JOYCE H. WALL,

of the County of Dade and State of Florida, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 3100, Miami, Florida 33101 and to its successors and assigns (the term “assigns” meaning any person, firm or corporation coming by way of assignment all rights under this Agreement or a portion of such rights with the Grantor or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way 660 feet in width to be used for the construction, operation and maintenance of one or more overhead electric transmission and distribution lines and one or more underground pipe lines (including poles, "T" frame structures, towers and anchors, together with support pads for any and all of the aforesaid; wires, cables, conduits and guys; telephone and telegraph lines; access roads within the right-of-way; and appurtenant equipment for any and all of said lines) for the transmission of electricity, communications, gas and petroleum products in, over, under, upon and across the following described lands of the Grantor, situated in the County of Palm Beach

and State of Florida and more particularly described as follows:

Parcel #1:
A strip of land 660 feet in width lying North and East of and adjacent to the northeast right of way line of the OCSFOD L-6 Canal in Section 6, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #2:
The West 660 feet of Government Lot 13, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.

Parcel #3:
The West 660 feet of Government Lot 12, Section 30, Township 41 South, Range 39 East, lying and being in Palm Beach County, Florida.
Parcel 44
The West 660 feet of Government Lot 5, Section 30, Township 41
South, Range 39 East, lying and being in Palm Beach County,
Florida.

Parcel 45
The West 660 feet of Government Lot 4, Section 30, Township 41
South, Range 39 East, lying and being in Palm Beach County,
Florida.

together with the right and privilege to reconstruct, inspect, alter, improve,
remove or relocate such facilities or any of them of the Grantee or under the
right-of-way above described, with all rights and privileges necessary or convenient
for the full enjoyment of the use thereof for the above-mentioned purposes, including
the right to cut and keep clear all trees and undergrowth and other obstructions
within said right-of-way and all trees of such height on lands of Grantor,
adjacent said right-of-way that may interfere with the proper construction, opera-
tion and maintenance of such facilities or any of them and the right to construct
an access road and support pads within the right-of-way and to take fill therefrom
for such purposes and also including the right of ingress and egress over adjoining
lands of Grantor, for the purpose of exercising this easement or all or any of
the rights granted hereunder.

The Grantor, however, reserve the right and privilege to use the
above-described right-of-way for agricultural and all other purposes except as
herein granted or as might interfere with Grantee's or assignee's use, occupa-
tion or enjoyment thereof, or as might cause a hazardous condition; and provided further
by way of illustration and not of limitation to the grant herein made, no portion
of the right-of-way shall be excavated or altered without written permission of
the Grantee or assignee and no building, structure or obstruction shall be located
or constructed on said right-of-way by the Grantor, their successors, heirs or assigns.
IN WITNESS WHEREOF, the parties have executed this agreement this

____ day of ________, 19____

Signed, sealed and delivered in the
presence of:

__________________________
R. W. Wall, Jr. (SEAL)

__________________________
Joyce H. Wall (SEAL)

__________________________

__________________________

STATE OF FLORIDA AND COUNTY OF ________

I, a Notary Public in and for the County and State aforesaid, do hereby
certify that R. W. Wall, Jr. and Joyce H. Wall

are the persons described in and who executed the
foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this

day of ________, 19____.

Notary Public, State of Florida at Large

My Commission expires:

STATE OF FLORIDA AND COUNTY OF ________

I HEREBY CERTIFY that before me, personally appeared

and

__________________________ and

__________________________ respectively, President

and Secretary of a Corporation organized under the Laws of the State of ________, 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 said instrument is the act and deed of said corporation.

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

__________________________

In the County of ________ and State of ________, this ________

day of ________, 19____.

Notary Public for the State of Florida

My Commission expires:
EXHIBIT B ATTACHMENT

Parcel 2

July 3, 1973

Mr. & Mrs. Florco W. Hackle
7466 South Jog Road
Lake Worth, Florida 33460

Dear Mr. & Mrs. Hackle:

Florida Power & Light Company owns the following described real estate:

Government Lots 13 and 14, less the North
400 feet of the East 657 feet, Section 30,
Township 41 South, Range 39 East, Palm
Beach County, Florida.

This letter provides you permission to occupy the premises which
we have purchased from you as above described until January 2,
1974.

There will be no rent or other charge to you for this use of the
property but the permission is granted and received with the express
understanding that in lieu of any rent or other charge you agree
that you will be responsible for any damage to the property resulting
from the occupancy of the property by you and you further agree
to protect and hold harmless R. W. Hall, Jr. and the Florida Power &
Light Company from any loss, liability, cost or expense resulting
from the occupancy and use of the property by you.

If these conditions are acceptable, please signify your consent by
signing and returning the extra copy of this letter.

Sincerely,

T. W. Irwin,
Right-of-Way Representative

1-15-74

ACCEPTED AND AGREED TO:

[Signature]

[Signature]
RIGHT-OF-WAY AGREEMENT

FLORIDA GAME AND FRESH WATER FISH COMMISSION
RIGHT-OF-WAY AGREEMENT

THIS indenture made this 4th day of August, A. D., 1963, by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called the Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100 (25 S. E. 2nd Avenue) Miami, Florida, hereinafter called the Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, the FLORIDA GAME AND FRESH WATER FISH COMMISSION does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, and to its successors and assigns (the term “assigns” meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way 30 feet in width to be used for the construction, operation and maintenance of one or more overhead electric transmission and distribution lines (including wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, telephone and telegraph lines and the appurtenant equipment) for the transmission of electricity in, over, upon, and across the following described lands of the Grantor situated in the County of Palm Beach and State of Florida and more particularly described as follows:

All of Section 6 and a portion of Sections 5 and 7 all lying and being in Township 41 South, Range 40 East, Palm Beach County, Florida.

An easement 30 feet in width lying Northwesterly of parallel and adjacent to the following described line: Begin at a point in the Southwest corner of said Section 7, above described; thence proceed in a Northwesterly direction on a line to a point, said point being the common section corners of Sections 5, 6, 7 and 8 of Township 41 South, Range 40 East; thence continue
Northeasternly on a line to a point, said point being the common section corner of Sections 4 and 5, Township 41 South, Range 40 East and Sections 32 and 33, Township 40 South, Range 40 East.

It is the intent and purpose that this easement begins on the common range line of Ranges 39 and 40 East and terminates on the Southwesterly right-of-way line of the Seaboard Air Line Railroad.

Together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such facilities or any of them on the right of way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the abovementioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right of way and all trees of such height on lands of Grantor adjoining said right of way that may interfere with the proper construction, operation and maintenance of such facilities or any of them, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising this easement or all or any of the rights granted hereunder.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above-described right of way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's or assignee's use, occupation or enjoyment thereof, and provided further that no buildings or structures other than fences will be located or constructed by Grantor on
said right of way. Grantor shall not excavate any portion of the right of way without written permission of Grantee or assigns.

By its acceptance of the easement herein granted and the installation of the facilities hereunder, the Florida Power & Light Company agrees to hold the Grantor harmless from and against claims for damages attributable to the installation, operation or maintenance of such facilities; and also agrees to indemnify the Grantor as to any damages occasioned to the property of the Grantor by reason of the installation, operation or maintenance of such facilities.

By the acceptance of the easement herein granted the Grantee hereby releases Grantor from any claim for damage to the right of way or to the Grantee’s facilities thereon caused by the discharge of firearms by any licensee, guest or permittee of the Grantor.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be properly affixed this 6th day of August A.D. 1963.

FLORIDA POWER & LIGHT COMPANY

Vice President

Secretary

FLORIDA GAME AND FRESH WATER FISH COMMISSION

Chairman

ATTEST:

Director
STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 26th day of July, A.D. 1963, before me personally appeared Ed. C. Judd and J. O. Alldred, Chairman and Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers 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 commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 26th day of July, A.D. 1963.

[Signature]
Notary Public for the State of Florida

My commission expires: [Signature]
Notary Public, State of Florida at Large

[Seal]
STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 6th day of August A.D., 1963, before me personally appeared Ben H. Puqua and
W. E. Blaylock Vice President and Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a corporation under the
laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers 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 the said instrument is the act and deed of said corporation.


My Commission expires: September 15, 1965