

MITIGATION PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made on this 18th day of December, 2019, by and between Florida Power & Light Company, a Florida corporation (“**FPL**”) and Nassau County, a political subdivision of the State of Florida (“**Purchaser**”).

WITNESSETH

WHEREAS, for the benefit of the Purchaser, Purchaser is in the process of obtaining the following permit (collectively, the “**Purchaser’s Permit**”) from the Saint Johns River Water Management District (“**SJRWMD**”): Permit No. 147037-2; and

WHEREAS, Purchaser is making improvements to Crawford Road that will cause wetland impacts, as outlined in Permit No. 147037-2. FPL has obtained authorization from the SJRWMD to place sixty-six (66) acres under conservation easement to offset unavoidable wetland impacts for the Purchaser’s improvement of Crawford Road (the “**Conservation Easement**”); and

WHEREAS, Purchaser has agreed to pay FPL and FPL has agreed to grant the SJRWMD the Conservation Easement to offset the Purchaser’s wetland impacts in the Purchaser’s Permit; and

WHEREAS, FPL shall grant the Conservation Easement to the SJRWMD and record it in the official records of Nassau County.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase Price.**

FPL hereby agrees to place sixty-six acres under conservation easement with SJRWMD to fulfill the mitigation requirements of the Purchaser’s Permit. Purchaser agrees to pay the fair market value of the Conservation Easement, which is Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500.00) (“**Purchase Price**”), payable in U.S. dollars in cash or immediately available funds, subject to the terms herein. The Purchase Price shall be payable to FPL as follows:

- a) Twenty-four Thousand Seven Hundred Fifty Dollars (\$24,750.00), payable upon Purchaser’s execution of this Agreement;
- b) Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars (\$222,750.00) within thirty (30) days of the date of the recordation of the Conservation Easement by FPL.

The Purchase Price is nonrefundable, except as provided in Paragraph 9 hereof.

2. **FPL's Obligations under this Agreement.**

a. FPL shall cooperate with the Purchaser, the SJRWMD, and other applicable regulatory agencies to facilitate and expedite the completion of the Conservation Easement.

b. Upon FPL's receipt of the initial payment of \$24,750.00 and Purchaser providing to FPL the Purchaser's Permit, FPL shall assume the responsibility for fulfilling only the obligations of the Conservation Easement as conditioned in Permit No. 147037-2. FPL bears no responsibility for monitoring or an enhancement as the intent and scope of mitigation is provided in the sole preservation of sixty-six (66) acres of wetland habitat. Additionally, FPL bears no responsibility or obligation relating to Purchaser's efforts to secure all necessary construction permits or any other condition of the Purchaser's Permit but for the specific conditions identified in this Section related to the Conservation Easement.

3. **Recordation of Conservation Easement.**

FPL shall record the Conservation Easement in the official books and records of Nassau County and provide Purchaser with a confirmation of this recordation within five (5)-business days of the transaction.

4. **Acceptance of Purchase Agreement**

Purchaser shall execute and return this Agreement to FPL by December 31, 2019. If FPL fails to receive Purchaser's executed counterpart to this Agreement by such date, then FPL, in its sole discretion, may withdraw or extend its offer, in writing, to enter into this Purchase Agreement with Purchaser.

5. **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement may be assigned by Purchaser to another party, with the prior written consent of FPL, which consent shall not be unreasonably withheld or delayed.

6. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

7. **Notices.**

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to

the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

Notices to FPL shall be sent to:

Florida Power & Light Company
700 Universe Blvd., B2C/JB
Juno Beach, FL 33408
Attn: Geoffrey West

Notices to Purchaser shall be sent to:

Nassau County Public Works
96161 Nassau Place
Yulee, FL 32097
Attn: Robert T. Companion

8. **No Third Party Beneficiaries.**

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

9. **Remedies.**

Purchaser's failure to make the payments due under this Agreement within the time periods required herein shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder, FPL shall be entitled to terminate the Agreement and retain the Purchaser's initial deposit of \$27,250.00, any Purchase Price due and/or paid, and all mitigation reserved or withdrawn on Purchaser's behalf as its sole remedy. If FPL defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Purchaser's deposits and any Purchase Price paid. The parties agree and acknowledge that the SJRWMD has exclusive jurisdiction to enforce compliance with the terms and conditions of Purchaser's Permit No. 147037-2 authorizing the establishment of the conservation easement, and Purchaser agrees it shall not be entitled to sue FPL, and hereby covenants not to sue FPL, to enforce compliance with the terms and conditions of the SJRWMD Permit.

10. **Disputes.**

In connection with any legal proceeding between FPL and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

11. **Brokers.**

Purchaser and FPL represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

12. **Construction.**

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

13. **Interpretation.**

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

14. **Waiver of Jury Trial.**

Purchaser and FPL agree with each other that each knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of the other party.

15. **Entire Agreement.**

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

16. **Recitals.** The above-mentioned recitals are true and correct and incorporated herein by reference.

[Signatures appear on following page.]

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

FPL:

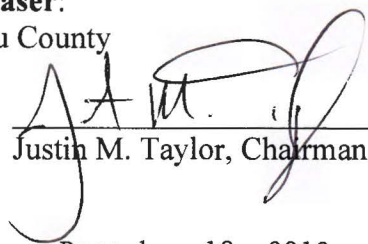
Florida Power & Light Company,
a Florida corporation

By: 
Timothy Oliver V.P., Corp. Real Estate

Date: 1-3-2020

Purchaser:

Nassau County

By: 
Justin M. Taylor, Chairman

Date: December 18, 2019

Prepared by:
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

Return original or certified recorded document to:
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177



Conservation Easement

THIS CONSERVATION EASEMENT ("Conservation Easement") is given this 6th day of January, 2020, by Florida Power & Light Company, a Florida corporation ("Grantor") whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408, to St. Johns River Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Nassau County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 147037-2 ("Permit") and any modifications thereto issued by the Grantee to the Permittee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the term "Permittee" shall mean Nassau County Board of County Commissioners, 96135 Nassau Place, Suite 1, Yulee, FL 32097, and the entity's heirs and assigns,

WHEREAS, the Grantor, in consideration of good and valuable consideration provided to Grantor and Permittee, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions, which may be authorized by the Permit; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual conservation easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created as required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

To carry out this purpose, the following rights are conveyed to Permittee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to maintain, preserve, enhance, restore the property in order to comply with the covenants and prohibitions contained in this Conservation Easement and the conditions of the Permit, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground other than the maintenance, repair, replacement or relocation of existing utilities and patrol roads;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than

thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area unless caused by Grantee.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantor, and any forbearance on behalf of Grantor to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Nassau County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Nassau County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

[Signature and acknowledgement appear on the following page.]

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this 6th day of January, ~~2019~~ 2020.

Florida Power & Light Company, a Florida corporation

By: [Signature]
(Signature)

Name: Dean Girard

Title: Senior Director, Corporate Real Estate

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

Name: Greggory B. West
(Print)

By: [Signature]
(Signature)

Name: Michelle M. Kahmann
(Print)

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 6th day of January, 2020, before me, the undersigned notary public, personally appeared Dean Girard, the person who subscribed to the foregoing instrument, as the Sr. Director Corp. Real Estate (title), of Florida Power & Light Company, a Florida corporation, or (choose one) and acknowledged that he/she executed the same on behalf of said corporation, and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

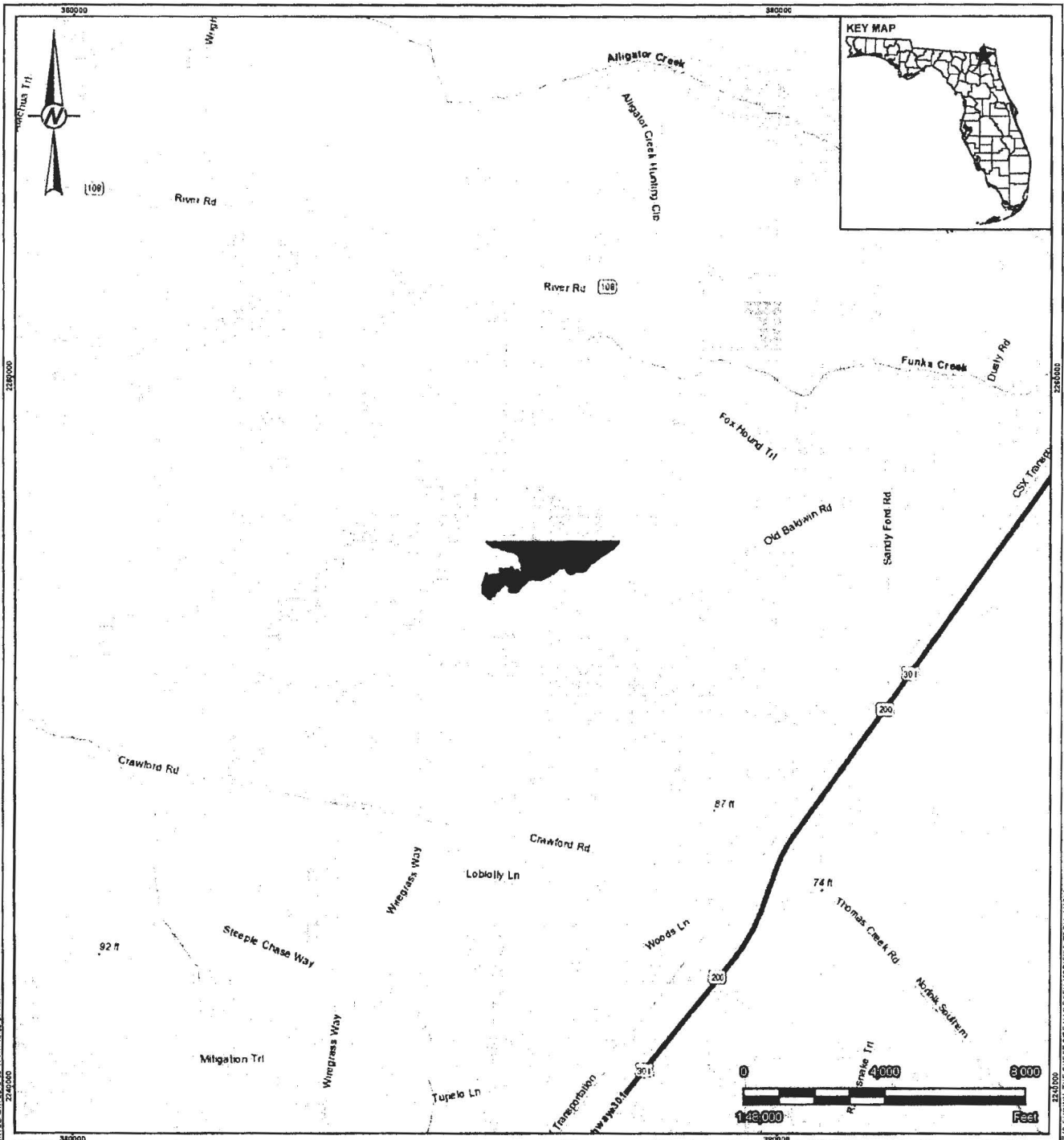
Michelle M. Kahmann
(Name)



My Commission Expires: _____

Exhibit A

[LOCATION MAP]



- LEGEND**
- ★ Project Location (Approximate)
 - Mitigation Area

CLIENT
 NASSAU COUNTY, FL

PROJECT
 CRAWFORD ROAD PAVING

TITLE
 SITE LOCATION MAP

CONSULTANT	YYYY-MM-DD	9/17/2019
	DESIGNED	CJH
	PREPARED	CJH
	REVIEWED	MEH
	APPROVED	MEH



REFERENCE(S)

- MITIGATION AREA PROVIDED BY GOLDER, 9/2019
- SOURCES: ESRI, HERE, DELORME, INTERMAP, INCREMENT P CORP., GEBCO, USGS, FAO, NPS, NRCAN, GEOBASE, IGN, KADASTER NL, ORDANCE SURVEY, ESRI JAPAN, METI, ESRI CHINA (HONG KONG), SWMSSTOPO, MAPMYINDIA, © OPENSTREETMAP CONTRIBUTORS, AND

PROJECT NO.	CONTROL	REV.	FIGURE
1896342	1896342_A013	0	1

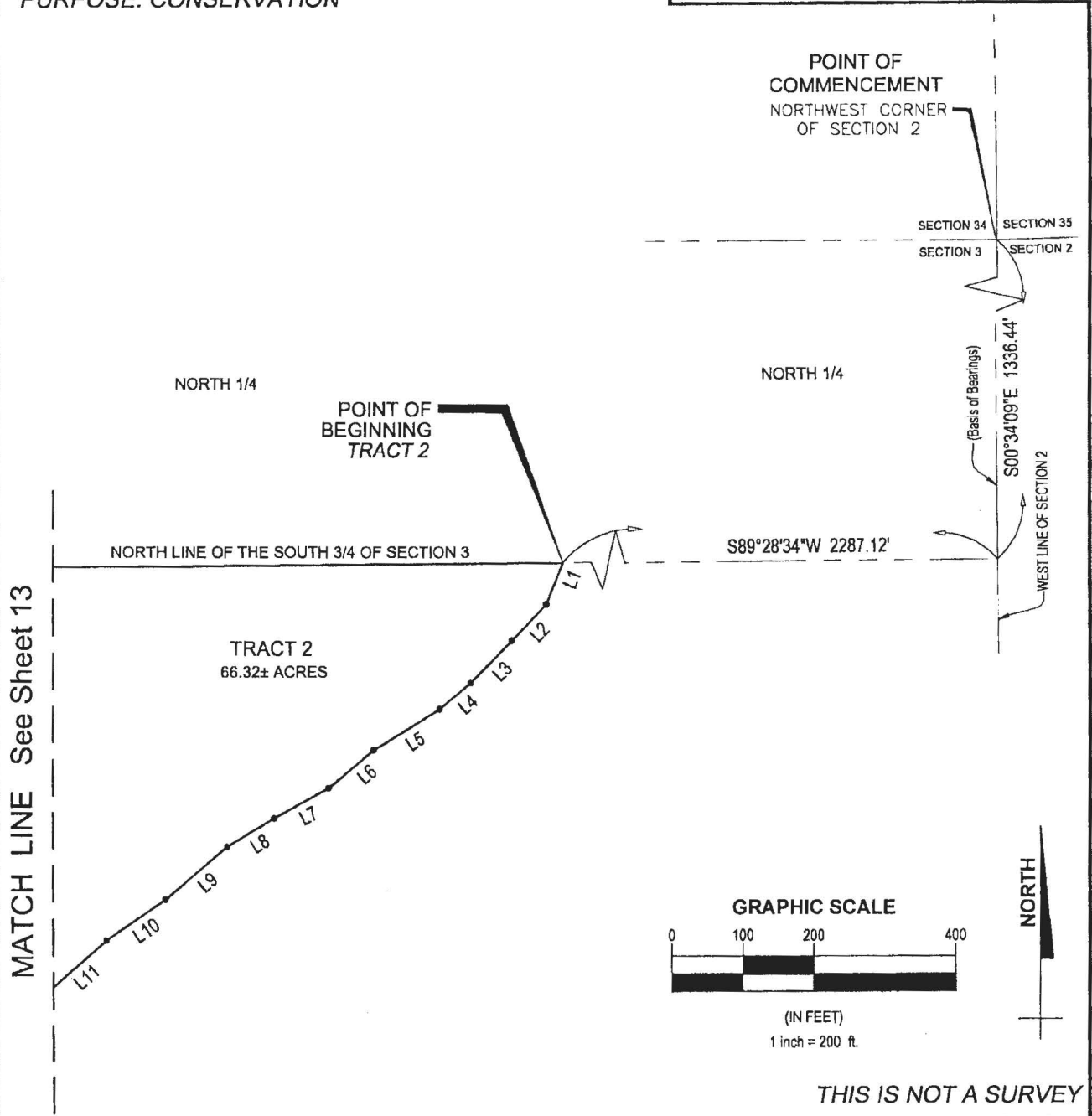
IF THIS MEASUREMENT DOES NOT MATCH WITHIN 1" IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI A

P:\CADD\2019\1896342_Nassau_Crawford_Road_Paving.dwg PRINTED ON: 30/09/2019 11:47:00 AM

Exhibit B

[DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION



THIS IS NOT A SURVEY

PROJECT TITLE:
 Sketch of Description (Tract 2)
 FPL Nassau County Solar Energy Center
 Section 3 & 4, Township 1 North, Range 24 East

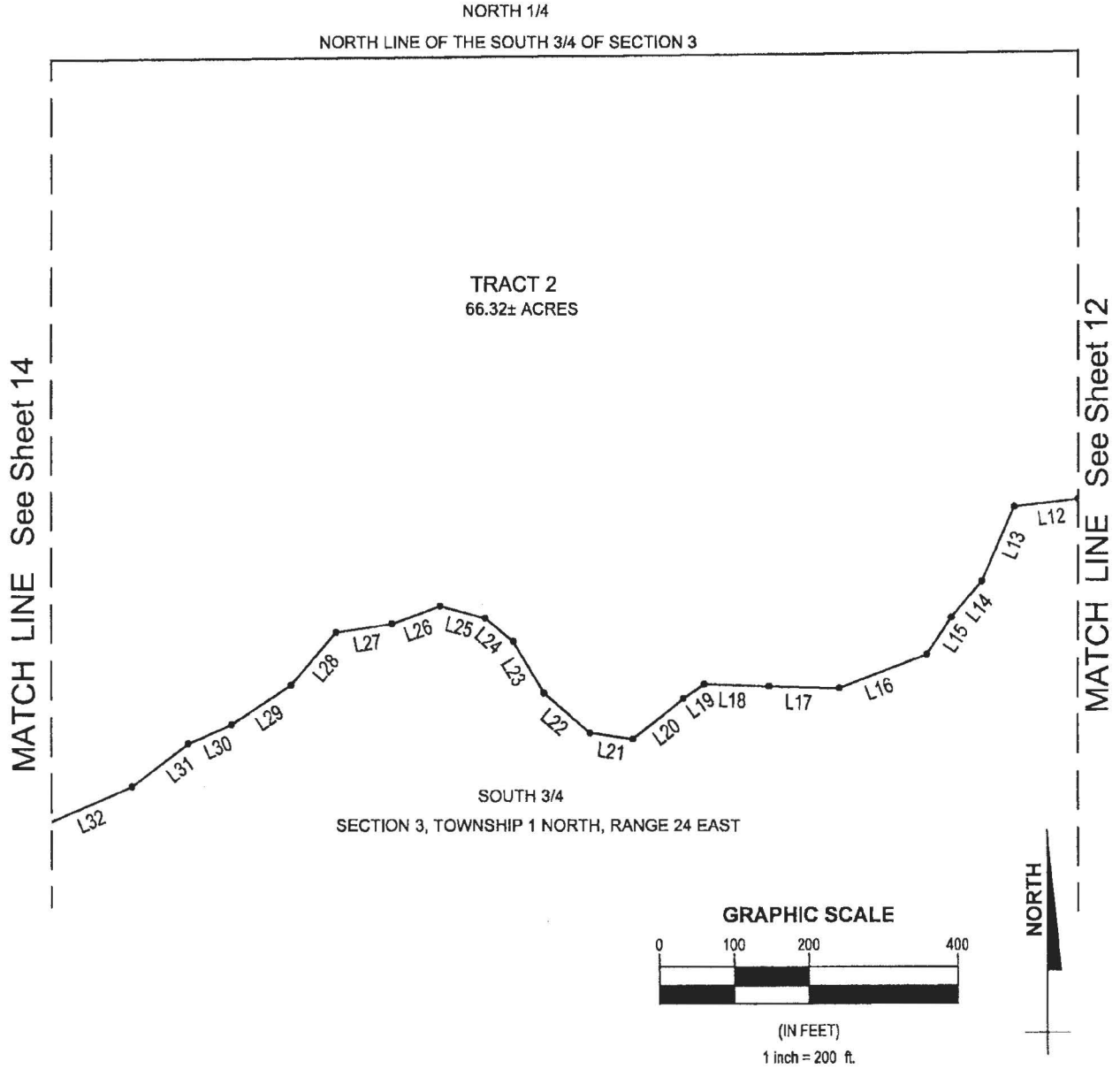


Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE		BY		DESCRIPTION	
REVISION					
DRAWN BY: B/JG		CHKD. BY: RMJ			
DATE: 08/6/2019		DATE: 08/6/2019			
JOB No. 6374.19.1187		SCALE: 1" = 200'		SHT. 12 OF 17	
DRAWING NAME: 6374191187.dwg					

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION



THIS IS NOT A SURVEY

PROJECT TITLE: *Sketch of Description (Tract 2)*
FPL Nassau County Solar Energy Center
Section 3 & 4, Township 1 North, Range 24 East

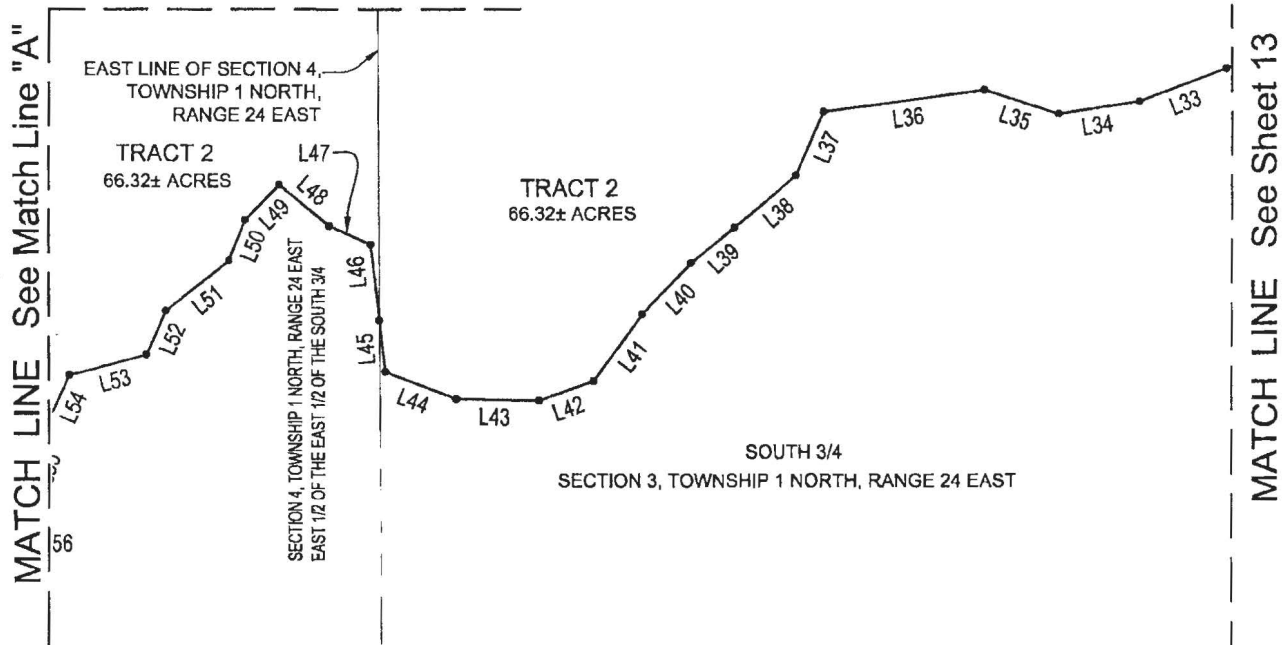


Wood Environment & Infrastructure Solutions, Inc.
 550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

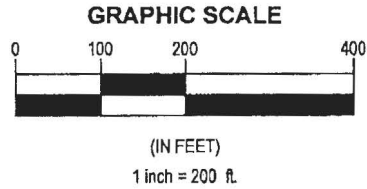
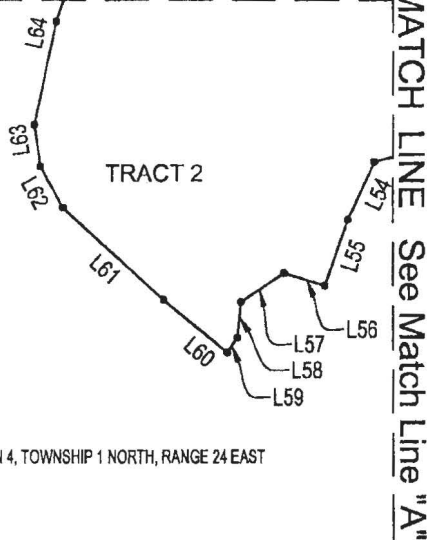
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>BJG</u>	CHKD. BY: <u>RMJ</u>	
DATE: <u>08/08/2019</u>	DATE: <u>08/08/2019</u>	
JOB No. <u>6374.19.1187</u>	SCALE: <u>1" = 200'</u>	SHT. <u>13</u> OF <u>17</u>
DRAWING NAME: 6374191187.dwg		

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION

MATCH LINE See Sheet 15



MATCH LINE See Sheet 15



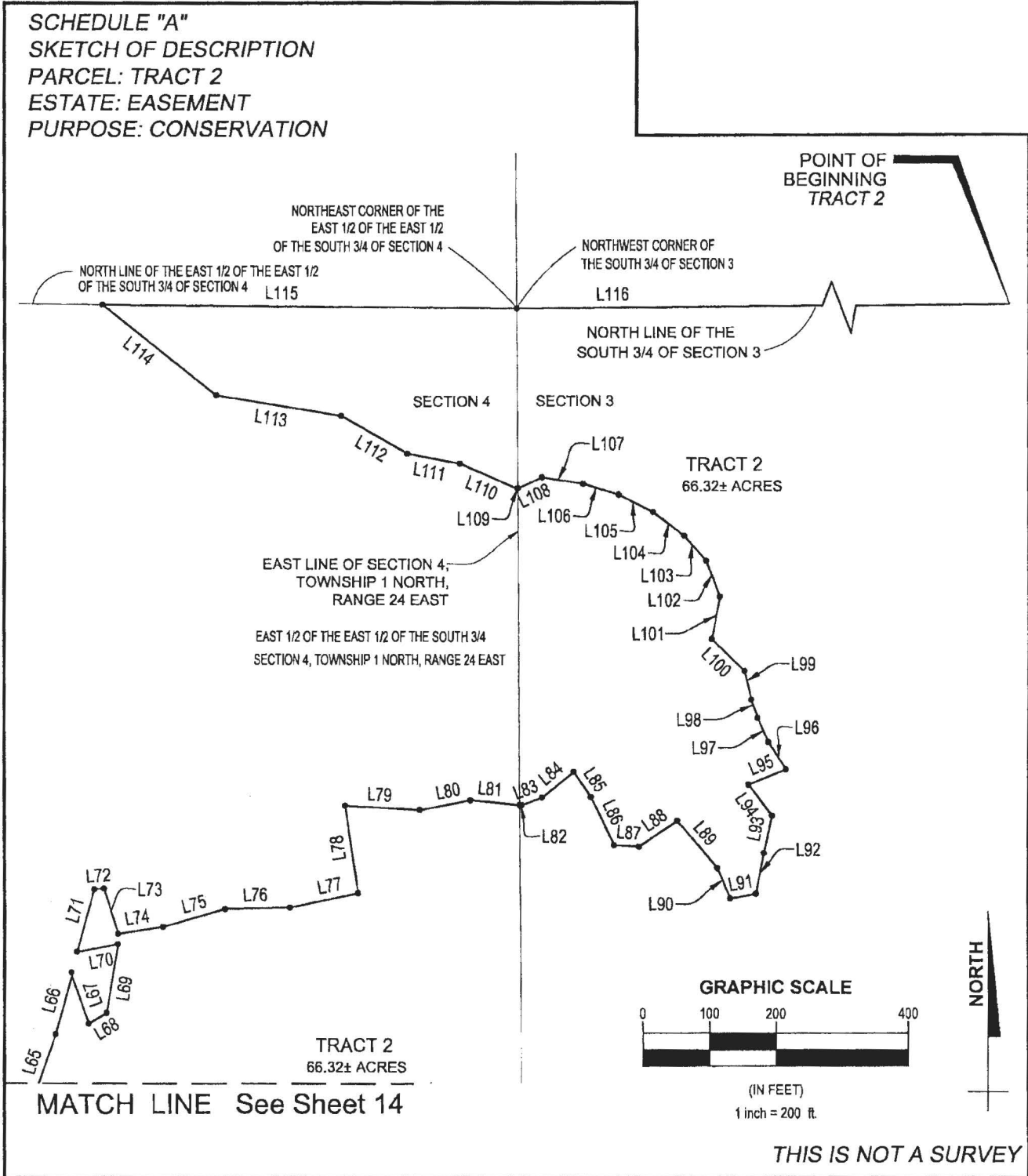
THIS IS NOT A SURVEY

PROJECT TITLE:
 Sketch of Description (Tract 2)
 FPL Nassau County Solar Energy Center
 Section 3 & 4, Township 1 North, Range 24 East



Wood Environment & Infrastructure Solutions, Inc.
 550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	BJG	CHKD. BY: RMJ
DATE:	08/6/2019	DATE: 08/6/2019
JOB No.	SCALE:	SHT. 14
6374.19.1187	1" = 200'	OF 17
DRAWING NAME: 6374191187.dwg		



PROJECT TITLE:		Sketch of Description (Tract 2)	
		FPL Nassau County Solar Energy Center	
		Section 3 & 4, Township 1 North, Range 24 East	
		REVISION	
DATE	BY	DESCRIPTION	
DRAWN BY:	BJG	CHKD. BY:	RMJ
DATE:	08/6/2019	DATE:	08/6/2019
JOB No.	6374.19.1187	SCALE:	1" = 200'
		SHT. OF	15 / 17
DRAWING NAME: 6374191187.dwg			



Wood Environment & Infrastructure Solutions, Inc.
 550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION

Line Table		
Line #	Direction	Length
L1	S21°48'56"W	62.85'
L2	S44°11'07"W	71.06'
L3	S44°07'16"W	83.07'
L4	S50°08'17"W	56.87'
L5	S58°22'12"W	109.87'
L6	S49°39'58"W	82.70'
L7	S60°58'11"W	88.41'
L8	S58°41'50"W	77.79'
L9	S49°27'16"W	114.36'
L10	S55°39'54"W	100.81'
L11	S48°51'55"W	108.51'
L12	S82°58'39"W	86.64'
L13	S23°14'10"W	109.04'
L14	S40°24'49"W	62.77'
L15	S33°50'08"W	59.37'
L16	S69°03'56"W	125.72'
L17	N88°20'30"W	94.06'
L18	N88°02'53"W	86.55'
L19	S55°37'20"W	34.18'
L20	S51°46'36"W	86.26'

Line Table		
Line #	Direction	Length
L21	N82°06'05"W	57.87'
L22	N49°43'59"W	81.74'
L23	N30°59'52"W	79.93'
L24	N50°19'48"W	48.37'
L25	N75°13'51"W	62.92'
L26	S69°50'44"W	68.96'
L27	S81°32'45"W	75.83'
L28	S40°38'04"W	92.20'
L29	S56°42'36"W	95.95'
L30	S66°25'44"W	63.54'
L31	S62°40'16"W	94.49'
L32	S66°41'33"W	133.16'
L33	S69°28'42"W	110.71'
L34	S81°20'22"W	96.94'
L35	N72°11'16"W	92.42'
L36	S82°24'48"W	191.48'
L37	S23°18'34"W	82.01'
L38	S50°06'01"W	95.27'
L39	S50°35'06"W	66.26'
L40	S43°36'31"W	83.70'

Line Table		
Line #	Direction	Length
L41	S36°12'49"W	97.63'
L42	S70°25'56"W	68.51'
L43	N88°47'46"W	98.20'
L44	N69°13'00"W	89.73'
L45	N06°42'42"W	61.06'
L46	N06°42'42"W	90.06'
L47	N65°52'11"W	54.02'
L48	N50°12'31"W	76.66'
L49	S44°24'29"W	58.04'
L50	S21°34'52"W	51.98'
L51	S51°21'45"W	95.24'
L52	S23°41'38"W	56.34'
L53	S75°15'33"W	95.10'
L54	S24°42'47"W	75.11'
L55	S19°15'29"W	82.62'
L56	N72°49'08"W	50.23'
L57	S56°41'14"W	61.47'
L58	S05°28'59"W	42.62'
L59	S36°09'46"W	21.31'
L60	N50°22'07"W	97.33'

THIS IS NOT A SURVEY

PROJECT TITLE: **Sketch of Description (Tract 2) - Line Table**
FPL Nassau County Solar Energy Center
Section 3 & 4, Township 1 North, Range 24 East



Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: B.J.G.	CHKD. BY: RMJ	
DATE: 08/6/2019	DATE: 08/6/2019	
JOB No. 6374.19.1187	SCALE: N/A	SHT. 16 OF 17
DRAWING NAME: 6374191187.dwg		

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION

Line Table		
Line #	Direction	Length
L61	N47°35'37"W	160.86'
L62	N28°45'01"W	55.23'
L63	N08°15'35"W	49.68'
L64	N11°50'03"E	124.94'
L65	N19°16'55"E	119.01'
L66	N15°18'14"E	91.51'
L67	S19°37'54"E	76.75'
L68	N58°53'41"E	31.24'
L69	N09°15'15"E	104.86'
L70	S79°09'21"W	62.72'
L71	N15°35'38"E	97.33'
L72	N85°56'18"E	14.75'
L73	S17°11'57"E	70.90'
L74	N81°03'23"E	69.04'
L75	N74°03'03"E	97.41'
L76	N88°29'25"E	97.49'
L77	N78°13'37"E	105.07'
L78	N08°22'01"W	132.88'
L79	S86°45'20"E	113.06'
L80	N79°05'37"E	77.88'

Line Table		
Line #	Direction	Length
L81	S84°47'08"E	75.18'
L82	S84°47'08"E	3.04'
L83	N69°19'07"E	33.09'
L84	N50°49'15"E	61.08'
L85	S34°25'43"E	45.87'
L86	S25°46'38"E	80.54'
L87	S86°31'26"E	37.94'
L88	N55°38'08"E	69.37'
L89	S40°06'14"E	93.25'
L90	S23°33'18"E	49.67'
L91	N79°12'16"E	39.27'
L92	N11°16'14"E	61.68'
L93	N12°22'11"E	57.84'
L94	N37°08'05"W	58.99'
L95	N67°40'09"E	60.69'
L96	N32°31'41"W	49.13'
L97	N24°05'30"W	39.72'
L98	N18°57'18"W	29.24'
L99	N13°22'02"W	44.69'
L100	N46°05'26"W	69.39'

Line Table		
Line #	Direction	Length
L101	N10°59'09"E	65.23'
L102	N21°15'18"W	58.16'
L103	N41°06'48"W	50.02'
L104	N52°38'34"W	58.71'
L105	N63°04'12"W	58.18'
L106	N73°00'14"W	56.00'
L107	N81°12'50"W	62.65'
L108	S65°04'34"W	39.82'
L109	S65°04'34"W	1.37'
L110	N66°38'26"W	94.62'
L111	N79°17'03"W	81.16'
L112	N60°17'59"W	114.67'
L113	N80°49'38"W	191.21'
L114	N51°29'09"W	218.73'
L115	S89°30'07"E	625.56'
L116	N89°28'34"E	3130.02'

THIS IS NOT A SURVEY

PROJECT TITLE: *Sketch of Description (Tract 2) - Line Table*
FPL Nassau County Solar Energy Center
Section 3 & 4, Township 1 North, Range 24 East



Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: B.J.G.	CHKD. BY: RMJ	
DATE: 08/6/2019	DATE: 08/6/2019	
JOB No. 6374.19.1187	SCALE: N/A	SHT. 17 OF 17
DRAWING NAME: 6374191187.dwg		

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: TRACT 2
ESTATE: EASEMENT
PURPOSE: CONSERVATION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 3 and 4, all in Township 1 North, Range 24 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Addition To Crawford, Florida, on file in the office of the Clerk of Court of Nassau County, Florida, said point also being the Northwest corner of Section 2, Township 1 North, Range 24 East Nassau County, Florida; thence on the West line of said Addition To Crawford, Florida and also being the West line of said Section 2, S 00°34'09" E, a distance of 1336.44 feet to the North line of the South 3/4 of said Section 3, Township 1 North, Range 24 East; thence S89°28'34"W, along said North line, a distance of 2287.12 feet to the POINT OF BEGINNING; thence departing said North line, run S21°48'56"W, a distance of 62.85 feet; thence S44°11'07"W, a distance of 71.06 feet; thence S44°07'16"W, a distance of 83.07 feet; thence S50°08'17"W, a distance of 56.87 feet; thence S58°22'12"W, a distance of 109.87 feet; thence S49°39'58"W, a distance of 82.70 feet; thence S60°58'11"W, a distance of 88.41 feet; thence S58°41'50"W, a distance of 77.79 feet; thence S49°27'16"W, a distance of 114.36 feet; thence S55°39'54"W, a distance of 100.81 feet; thence S48°51'55"W, a distance of 108.51 feet; thence S82°58'39"W, a distance of 86.64 feet; thence S23°14'10"W, a distance of 109.04 feet; thence S40°24'49"W, a distance of 62.77 feet; thence S33°50'08"W, a distance of 59.37 feet; thence S69°03'56"W, a distance of 125.72 feet; thence N88°20'30"W, a distance of 94.06 feet; thence N88°02'53"W, a distance of 86.55 feet; thence S55°37'20"W, a distance of 34.18 feet; thence S51°46'36"W, a distance of 86.26 feet; thence N82°06'05"W, a distance of 57.87 feet; thence N49°43'59"W, a distance of 81.74 feet; thence N30°59'52"W, a distance of 79.93 feet; thence N50°19'48"W, a distance of 48.37 feet; thence N75°13'51"W, a distance of 62.92 feet; thence S69°50'44"W, a distance of 68.96 feet; thence S81°32'45"W, a distance of 75.83 feet; thence S40°38'04"W, a distance of 92.20 feet; thence S56°42'36"W, a distance of 95.95 feet; thence S66°25'44"W, a distance of 63.54 feet; thence S52°40'16"W, a distance of 94.49 feet; thence S66°41'33"W, a distance of 133.16 feet; thence S69°28'42"W, a distance of 110.71 feet; thence S81°20'22"W, a distance of 96.94 feet; thence N72°11'16"W, a distance of 92.42 feet; thence S82°24'48"W, a distance of 191.48 feet; thence S23°18'34"W, a distance of 82.01 feet; thence S50°06'01"W, a distance of 95.27 feet; thence S50°35'06"W, a distance of 66.26 feet; thence S43°36'31"W, a distance of 83.70 feet; thence S36°12'49"W, a distance of 97.63 feet; thence S70°25'56"W, a distance of 68.51 feet; thence N88°47'46"W, a distance of 98.20 feet; thence N69°13'00"W, a distance of 89.73 feet; thence N06°42'42"W, a distance of 61.06 feet to the East line of said Section 4, Township 1 North, Range 24 East; thence departing said East line, Continue N06°42'42"W, a distance of 90.06 feet; thence N65°52'11"W, a distance of 54.02 feet; thence N50°12'31"W, a distance of 76.66 feet; thence S44°24'29"W, a distance of 58.04 feet; thence S21°34'52"W, a distance of 51.98 feet; thence S51°21'45"W, a distance of 95.24 feet; thence S23°41'38"W, a distance of 56.34 feet; thence S75°15'33"W, a distance of 95.10 feet; thence S24°42'47"W, a distance of 75.11 feet; thence S19°15'29"W, a distance of 82.62 feet; thence N72°49'08"W, a distance of 50.23 feet; thence S56°41'14"W, a distance of 61.47 feet; thence S05°28'59"W, a distance of 42.62 feet; thence S36°09'46"W, a distance of 21.31 feet; thence N50°22'07"W, a distance of 97.33 feet; thence S44°24'29"W, a distance of 68.51 feet; thence N28°45'01"W, a distance of 55.23 feet; thence N08°15'35"W, a distance of 49.68 feet; thence N11°50'03"E, a distance of 124.94 feet; thence N19°16'55"E, a distance of 119.01 feet; thence N15°18'14"E, a distance of 91.51 feet; thence S19°37'54"E, a distance of 76.75 feet; thence N58°53'41"E, a distance of 31.24 feet; thence N09°15'15"E, a distance of 104.86 feet; thence S79°09'21"W, a distance of 62.72 feet; thence N15°35'38"E, a distance of 97.33 feet; thence N85°56'18"E, a distance of 14.75 feet; thence S17°11'57"E, a distance of 70.90 feet; thence N81°03'23"E, a distance of 69.04 feet; thence N74°03'03"E, a distance of 97.41 feet; thence N88°29'25"E, a distance of 97.49 feet; thence N78°13'37"E, a distance of 105.07 feet; thence N08°22'01"W, a distance of 132.88 feet; thence S86°45'20"E, a distance of 113.06 feet; thence N79°05'37"E, a distance of 77.88 feet; thence S84°47'08"E, a distance of 75.18 to aforesaid East line of Section 4, thence departing said East line, continue S84°47'08"E, a distance of 3.04 feet; thence N69°19'07"E, a distance of 33.09 feet; thence N50°49'15"E, a distance of 61.08 feet; thence S34°25'43"E, a distance of 45.87 feet; thence S25°46'38"E, a distance of 80.54 feet; thence S86°31'26"E, a distance of 37.94 feet; thence N55°38'08"E, a distance of 69.37 feet; thence S40°06'14"E, a distance of 93.25 feet; thence S23°33'18"E, a distance of 49.67 feet; thence N79°12'16"E, a distance of 39.27 feet; thence N11°16'14"E, a distance of 61.68 feet; thence N12°22'11"E, a distance of 57.84 feet; thence N37°08'05"W, a distance of 58.99 feet; thence N67°40'09"E, a distance of 60.69 feet; thence N32°31'41"W, a distance of 49.13 feet; thence N24°05'30"W, a distance of 39.72 feet; thence N18°57'18"W, a distance of 29.24 feet; thence N13°22'02"W, a distance of 44.69 feet; thence N46°05'26"W, a distance of 69.39 feet; thence N10°59'09"E, a distance of 65.23 feet; thence N21°15'18"W, a distance of 58.16 feet; thence N41°06'48"W, a distance of 50.02 feet; thence N52°38'34"W, a distance of 58.71 feet; thence N63°04'12"W, a distance of 58.18 feet; thence N73°00'14"W, a distance of 56.00 feet; thence N81°12'50"W, a distance of 62.65 feet; thence S65°04'34"W, a distance of 39.82 feet to aforesaid East line of Section 4; thence departing said East line, run S65°04'34"W, a distance of 1.37 feet; thence N66°38'26"W, a distance of 94.62 feet; thence N79°17'03"W, a distance of 81.16 feet; thence N60°17'59"W, a distance of 114.67 feet; thence N80°49'38"W, a distance of 191.21 feet; thence N51°29'09"W, a distance of 218.73 feet to the North line of the East 1/2 of the East 1/2 of the South 3/4 of said Section 4, Township 1 North, Range 24 East; thence S89°30'07"E, along said North line, a distance of 625.56 feet to the aforesaid East line of Section 4; thence departing said East line' run N89°28'34"E, along the said North line of the South 3/4 of Section 3, a distance of 3130.02 feet to the POINT OF BEGINNING.

Containing 2889047 square feet or 66.32 acres, more or less

THIS IS NOT A SURVEY

PROJECT TITLE: **Legal Description (Tract 2)**
FPL Nassau County Solar Energy Center
Section 3 & 4, Township 1 North, Range 24 East



Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodpic.com
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>BJG</u>	CHKD. BY: <u>RMJ</u>	
DATE: <u>08/6/2019</u>	DATE: <u>08/6/2019</u>	
JOB No. <u>6374.19.1187</u>	SCALE: <u>N/A</u>	SHT. <u>4</u> OF <u>17</u>
DRAWING NAME: 6374191187.dwg		

Exhibit C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

MANAGEMENT PLAN

The wetland preservation areas include a mixture of bay swamp and hydric pine flatwoods. Dominant vegetation includes such species as loblolly bay (*Gordonia lasianthus*), pond cypress (*Taxodium ascendens*), blackgum (*Nyssa sylvatica* var. *biflora*), sweetbay (*Magnolia virginiana*), red maple (*Acer rubrum*), slash pine (*Pinus elliottii*), myrtle leaf holly (*Ilex myrtifolia*), fetterbush (*Lyonia lucida*), and Virginia chain fern (*Woodwardia virginica*). Dominant vegetation in the hydric pine flatwoods includes slash pine mixed with scattered myrtle leaf holly and pond cypress and an understory and ground cover dominated by such vegetation as red root (*Lachnanthes caroliniana*), St. Johns wort (*Hypericum* spp.), yellow-eyed grass (*Xyris* spp.), and fetterbush.

Exotic/nuisance vegetation in the preservation areas, as of the date of permit issuance, is less than 5% overall.

Under this management plan, the permittee is obliged to manage the mitigation areas such that coverage of exotic/nuisance vegetation is 5% or less of the overall area at all times. To achieve this management target, the permittee is responsible for the removal of exotic and nuisance vegetation as defined by the Florida Exotic Pest Plant Council's 2019 Most Invasive Species List within the mitigation area. Such removal must be conducted, as necessary, in perpetuity using appropriate control methods that include, but are not limited to, cutting, mowing, chemical treatment, hand removal, or any combination thereof. Any removal shall be performed in a manner that minimizes damage to non-target sensitive vegetation.

The personnel implementing this work must be qualified to identify exotic and nuisance species. In addition, they must be qualified and capable of recognizing key protected species that occur in the local area in order to avoid damage to these species.