Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2014

Agenda Item No. 8(N)(1)

To: Honorable Chairwoman Rebeca Sosa
And Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: License Agreement Between Miami-Dade County and Florida Power and Light Company for the Long-term Use of Property Located on Kendall Drive and SW 127 Avenue for Use as a Transit Park and Ride Lot

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving and authorizing the execution of a License Agreement (Agreement) between Miami-Dade County (County) and Florida Power and Light Company (FPL) for the long-term use of property located on Kendall Drive at SW 127 Avenue for use as a park and ride lot.

This Agreement is placed for Committee review pursuant to Miami-Dade County Code, Section 25-124(f). The recommendation to approve and authorize the execution of this Agreement may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of the recommendation to approve and authorize the execution of this Agreement. If the CITT has not forwarded a recommendation and forty-five (45) days have elapsed since the filing of the recommendation to approve and authorize execution of the Agreement, I will request a withdrawal of this item.

Property	Property containing approximately 124,563 square feet located at the southeast quadrant of Kendall Drive (SW 88 Street) and SW 127 Avenue.
Commission District	Commission District 7 (Suarez)
Commission Districts Impacted	The property is located in District 7 but the impact is Countywide.
Owner	Florida Power and Light Company, a subsidiary of NextEra Energy, Inc., an investor owned utility company
Owner's Track Record	MDT has had a License Agreement with FPL since 2008 and the County has many agreements with FPL. The County has no record of performance issues with FPL.

Use

The property will be used as a park and ride lot with approximately 180 parking spaces for patrons using the Route 288, Kendall Enhanced Bus (Kendall Cruiser) and Route 88 which provides local bus service.

Justification

The property has been identified as a well situated location for a park and ride lot serving Routes 288 and 88.

License Term

The term of the Agreement is 30 years with two 30-year renewal options to be exercised upon mutual consent of the parties.

License Fee

The annual rent, which commences upon opening the park and ride lot to the public or October 1, 2015, whichever occurs first, is approximately $140,750.00 per year. Rent payments will be adjusted subject to the Consumer Price Index (CPI). However, the Agreement provides that the adjustment cannot exceed 3% in any year. Additionally, the County will pay approximately $14,700.00 per year to cover taxes and insurance, as required by the Agreement.

License Agreement Conditions

MDT will be responsible for constructing the park and ride lot, maintenance and security.

Financial Impact

The estimated operating and maintenance cost for the first year of the Agreement is as follows:

Rent	$140,750.00
Taxes	$11,000.00
Insurance	$3,700.00
Maintenance	$43,000.00
Security	$10,000.00
Total Operating and Maintenance Costs	$208,450.00

Design and construction costs of the park and ride lot are estimated at $1.46 million.

Effective Dates

Agreement commences on July 1, 2014 and continues for 30 years, with two 30-year options to renew.

If the Agreement is terminated by FPL within the first thirty years, FPL will be required to reimburse the County for the undepreciated construction costs.

Funding Source

It is anticipated that the Florida Department of Transportation (FDOT) will participate up to 50% in the design and construction costs of the project. FDOT is, however, requiring the County to secure a fully executed License Agreement with FPL prior to providing such funding. The County expects to receive funding from FDOT for the design and construction of the parking lot in 2015. Local Option Gas Tax (LOGT) and/or Charter County Transit System Surtax funds will be used for the County's portion of the project costs. The cost of the Agreement will be budgeted in MDT's operating budget for FY 2014-15. The Index code is MT480100 and the Sub-object is 25511.

Monitoring

Froilan Baez, Chief, Right of Way, Utilities and Property Management Division of Miami-Dade Transit

Background

As part of the People's Transportation Plan (PTP), several transit corridors have been identified where enhanced transit service would be implemented. These corridors have also been incorporated into the Comprehensive Development Master Plan (CDMP) for Miami-Dade County. Kendall Drive is one of those corridors.

A study of the Kendall corridor performed to identify cost-effective and efficient means to use capital investments and service improvements to strengthen transit connections between the west Kendall area and key regional activity centers during weekday peak rush hours determined that acquisition of land for a park and ride lot between SW 167 Avenue and Dadeland North Station to be a key component of the plan. MDT identified the property owned by FPL and located on Kendall Drive at SW 127 Avenue to be ideally situated for this purpose. This property, which is encumbered by electric transmission lines, is surrounded by commercial properties and is near several large retail and entertainment destinations. However, it is also situated near large, densely populated residential areas and should draw significant numbers of transit patrons from those areas.

In June 2010 MDT implemented the Kendall Cruiser (Route 288), a limited stop enhanced bus service with branded articulated hybrid buses, free Wi-Fi service, improved transit stops and increased frequency of service. MDT has also begun implementation of intelligent transportation system technology which provides traffic signal priority to buses. Through the use of this technology, the buses receive fewer red light signals thereby minimizing the effect of traffic congestion on the bus travel time. The positive effects of this technology will continue to increase as the implementation of the system progresses. This enhanced bus service is the first step in the process to eventually provide full Bus Rapid Transit (BRT) on the Kendall Drive transit corridor.

On November 20, 2008, by Resolution R1184-08 the Board declared the acquisition of this land to be a public necessity and authorized the County to take appropriate action to acquire the property.

MDT initially approached FPL to inquire into the possibility of entering into a long-term lease or the outright purchase of the property with permanent easement granted to FPL to allow the transmission lines to remain on the property. FPL responded that they would not consider selling the property under any conditions but would consider a license agreement which would allow the County use of the property for a park and ride lot. The attached Agreement was negotiated with FPL. Because of the presence of the transmission lines, which severely limit any additional use of the property, appraisals discounted the value of the property by approximately 75% percent. As a consequence, MDT has negotiated an advantageous lease price for the property in an area where the cost of acquiring property would otherwise likely be prohibitive.

Though the property is currently zoned EU-1, single-family one acre estate district, MDT was granted a use variance to permit a park and ride lot on this property by the Miami-Dade Community Zoning Appeals Board 11 through Resolution No. CZAB11-12-12 on July 25, 2012.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 6, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(1)
5-6-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN THE AMOUNT OF $140,750 PER YEAR SUBJECT TO AN ANNUAL CPI ADJUSTMENT NOT TO EXCEED 3% IN ANY YEAR, AND PAYMENT OF APPROXIMATELY $14,700 PER YEAR TO COVER THE COST OF TAXES AND INSURANCE, FOR THE USE OF PROPERTY LOCATED AT SW 88 STREET AND SW 127 AVENUE TO BE UTILIZED BY MIAMI-DADE TRANSIT AS A PARK AND RIDE LOT, HAVING A TERM OF 30-YEARS AND TWO 30-YEAR RENEWAL OPTIONS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LICENSE AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the License Agreement between Miami-Dade County and Florida Power and Light Company in the amount of $140,750 per year subject to an annual Consumer Price Index (CPI) adjustment not to exceed 3% per year and payment of approximately $14,700 per year for taxes and insurance for property to be utilized by the Miami-Dade Transit as a Park and Ride Lot, authorizing the County Mayor, County Mayor's designee, or Miami-Dade Transit Director to execute the license agreement in substantially the form attached hereto and made a part hereof; authorizing the use of Charter County Transit System Surtax funds; and authorizing the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Alex S. Bokor

LICENSE AGREEMENT
(FPL License # 0335-SD-2013)

THIS LICENSE AGREEMENT ("License") is entered into and made effective this ____ day of _____, 2014 (**"Effective Date"**) by and between Florida Power & Light Company (**"Licensor"**), a Florida corporation whose mailing address is 700 Universe Blvd, Juno Beach, Florida 33408, and Miami-Dade County (**"Licensee"**), a political subdivision of the State of Florida whose mailing address is 701 NW First Court, Suite 1500, Miami, Florida 33136.

WITNESSETH

WHEREAS, Licensor is the owner of title in fee simple to 124,563 square feet of real property (**"Licensed Premises"**) located in Miami-Dade County, Florida, which is more particularly described and shown upon **Exhibit A**, attached hereto and incorporated herein by this reference.

AND WHEREAS, Licensee desires to use the Licensed Premises as stated herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, Licensor hereby grants and Licensee hereby accepts this License to use the Licensed Premises upon the following terms, conditions and provisions:

TERMS, CONDITIONS AND PROVISIONS

1. **Use**: Licensee may improve and use the Licensed Premises solely for the following purposes of constructing, maintaining and operating a surface parking lot and facility for persons to enter and exit from public transit buses, but for no other purpose(s). Licensee shall obtain all applicable federal, state, and local permits required in connection with Licensee's use of the Licensed Premises and Licensee shall provide to Licensor, copies of all permits Licensee obtains for use of the Licensed Premises. Licensee shall pay at its sole expense for all utility and other products and services furnished to Licensee for Licensee's use of the Licensed Premises.

2. **Term**: This License shall be effective for a period of thirty (30) years (**"Term"**), commencing upon the 1st day of July, 2014 and expiring upon the 30th day of June, 2044 unless terminated or revoked as provided in this License or extended in writing by mutual agreement of Licensor and Licensee, with two additional thirty (30) year renewal options which may be exercised upon the mutual written consent of Licensor and Licensee.

3. **Rent and Cost Reimbursement**: For and during the Term which this License is effective, Licensee shall reimburse Licensor's costs and pay rent to Licensor as follows:

   a.) Upon the date that Licensee first begins construction related activity upon the Licensed Premises and upon the first day of each month thereafter, Licensee shall reimburse on a pass-through basis and pay to Licensor an amount equal to one-twelfth (1/12) of Licensor's total annual cost to purchase and maintain a general liability insurance policy with coverage types and limits determined by Licensor to be commensurate with Licensee's use of the Licensed Premises.

   b.) Upon the date that Licensee first allows the Licensed Premises to be used by the public and/or by buses or upon the 1st day of October, 2015, whichever occurs first; and upon the first day of each month thereafter, Licensee shall reimburse on a pass-through basis and pay to Licensor an amount equal to one-twelfth (1/12) of Licensor's total annual cost for all property taxes paid by Licensor for the Licensed Premises for each immediately preceding year.

   c.) Upon the first day of the month which next immediately follows the date that Licensee first allows the Licensed Premises to be used by the public and/or by buses or upon the 1st day of October, 2015, whichever occurs first and which shall be hereinafter referred to as the **"Rent Commencement Date"**, and upon the first day of each month thereafter, Licensee shall pay rent to Licensor on a triple net basis. Rent shall commence in the amount of eleven thousand and seven hundred and twenty-nine dollars and sixty-eight cents ($11,729.68) each month.

d.) In each and every month of April which occurs after the Rent Commencement Date, Licensor shall calculate adjustment of the monthly rent amount by multiplying the most recent monthly rent amount with the **CPI** annual percentage factor published for each most recent month of January and the product of this calculation shall become the monthly rent amount effective upon the first day of the next following month of October. Licensor shall notify Licensee in writing of the resulting amount of the rent adjustment calculation so that Licensee may incorporate the resulting rent amount into Licensee's annual fiscal budget. All references to CPI in this License shall mean Consumer Price Index (Base Period 1982-1984 = 100) for All Urban Consumers (CPI-U): U.S. city average, All Items, Unadjusted percentage change for previous cumulative 12 month period as published by the United States Department of Labor - Bureau of Labor Statistics; an example of which is shown upon **Exhibit B**, attached hereto and incorporated herein by this reference. Regardless of the amount which results as the product of each CPI adjusted rent amount calculation, rent shall never be decreased by any amount, and each rent increase shall not exceed three percent (3%) annually. If the CPI becomes discontinued, replaced, or modified by the federal government in such a manner that renders the CPI unavailable or ineffective to annually calculate and adjust the rent amount commensurate with economic inflation, then the CPI shall be replaced by Licensor with another generally accepted mathematical formula or factor that will allow Licensor to annually calculate and adjust the rent amount commensurate with economic inflation and Licensor shall notify Licensee of such replacement upon the earliest practical date.

e.) Rent shall be separate from and in addition to Licensee's reimbursement to Licensor of Licensor's costs for liability insurance and property taxes. As of the Effective Date, Licensee is exempt from paying sales taxes. If Licensee becomes not exempt from paying sales taxes, then all applicable sales taxes shall be added to rent and paid by Licensee. All payments made by Licensee to Licensor shall be sent to Licensor at:

FPL
CRE - Asset Management
700 Universe Blvd
Juno Beach, FL 33408

4. **Licensor's Rights**: Licensee hereby acknowledges that Licensor is the owner of fee simple title to the Licensed Premises described herein and Licensee agrees to never claim any title to, interest in, or estate of any kind or to any extent whatsoever in or to the Licensed Premises by virtue of this License; the occupancy or use of the Licensed Premises; or by any other reason, claim or theory. Licensee's use of the Licensed Premises shall always be subordinate to Licensor's rights in and to the Licensed Premises and Licensor's use thereof. Licensor reserves the right to enter upon the Licensed Premises at any time for its purposes and Licensee shall notify its employees, agents, contractors, vendors, lessees, licensees, and invitees accordingly. Licensor may at its discretion upon future dates, install and/or permit others to install additional facilities over, upon and/or under the surface of the Licensed Premises in such a manner to not unreasonably impair Licensee's use granted herein.

5. **Conditions of Use**: Licensee shall pay directly on its own behalf for all costs associated with construction and maintenance of all improvements and facilities that it constructs, operates and maintains upon the Licensed Premises. Licensee shall electrically ground all fences, gates, lighting and other improvements according to Licensor's specifications. Licensee shall not use the Licensed Premises in any manner which in the opinion of Licensor may interfere with Licensor's use of the Licensed Premises or cause a hazardous condition to exist. Licensee shall not cause or permit any waste of the Licensed Premises, including the removal of soil, addition of fill or alteration of existing grade without the prior written permission of Licensor. Licensee shall keep the Licensed Premises clean so as to prevent it from becoming unsightly. Licensee shall be responsible for removal of trash, rodents, insects and vermin in compliance with all applicable laws. Licensee shall not drill any well(s) nor construct or install any building, structure, fixture, fence, gate, barrier, shelter, lighting, attachment, or other type of improvement, whether intended to be permanent or temporary in nature, without prior written permission of Licensor. All work to be performed by Licensee upon the Licensed Premises shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Licensor for written approval thereof. Licensee shall not commence any such work until plans and specifications have been approved by Licensor. Licensee hereby acknowledges that equipment and appurtenances, hereinafter referred to both singularly and collectively as "**Licensor Facilities**" including, but not limited to utility poles, wires, cables, circuits, insulators, transformers, guy wires, and guy wire anchors, currently existing and/or to be installed upon future dates over, upon and/or under the surface of the Licensed Premises are conductors of high-voltage electricity; and that disturbance of or contact with any of these Licensor's Facilities may cause a condition hazardous to persons and/or property. Licensee shall exercise appropriate precaution necessary to prevent damage or injury to persons and/or property in the vicinity of such Licensor Facilities. Licensee shall install appropriate signage and utilize other effective methods to notify all persons who enter upon the Licensed Premises of the existence of Licensor Facilities and the hazards associated with disturbance of and/or contact with Licensor Facilities. Licensee shall not allow any parking of vehicles or installation of any improvements other than landscaping not exceeding three (3) feet in height above the Licensed Premises surface to exist within ten (10) feet of Licensor Facilities, unless Licensee first obtains prior written approval from Licensor and upon approval, installs a guardrail around subject Licensor Facilities. Licensee shall not cause or allow anything to exceed fourteen (14) feet in height above the surface of the Licensed Premises, nor allow any equipment capable of extending greater than fourteen feet (14') above the surface of the Licensed Premises to be brought upon the Licensed Premises, except that this provision shall not apply to Licensor Facilities, nor to equipment and things brought onto the Licensed Premises by Licensor or Licensor's employees, agents, contractors, vendors, lessees, licensees and invitees.

6. **Environmental**: Licensee shall not allow hazardous substances, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), or flammable or combustible liquids to be brought onto the Licensed Premises, except that this restriction shall not apply to fuel within a vehicle's own tank(s) which is solely for the purpose of its own propulsion or to substances and liquids brought onto the Licensed Premises by Licensor and/or Licensor's employees, agents, contractors, or invitees. Licensee shall immediately notify Licensor of all hazardous conditions which Licensee becomes aware of. Licensee shall, at its sole cost and expense, correct all hazardous conditions present upon the Licensed Premises, unless such condition is caused by Licensor.

7. **Ingress And Egress**: Licensee shall use only locations and methods of ingress and egress as shown upon **Exhibit A.** No other ingress or egress shall be used unless prior written approval is received from the Licensor.

8. **Taxes And Assessments**: Licensee shall pay before delinquency, all taxes, assessments, fees and charges levied, assessed or imposed upon it, as well as upon its fixtures, furnishings, equipment, improvements made by Licensee to the Licensed Premises, and personal property of any kind owned, installed or used by Licensee in or upon the Licensed Premises.

9. **Compliance With Laws**: Licensee shall comply with all laws, statutes, ordinances, rules, and regulations applicable to the Licensed Premises and the use thereof, and Licensee shall employ construction, maintenance and operational practices standard in the County in which the Licensed Premises is located.

10. **Right To Cure**: Licensor may remove or cause to be removed, all objects, materials, structures or personal property that, have not been previously approved by the Licensor and that, as determined by the Licensor in its sole discretion, could create a hazardous condition to Licensor Facilities or interfere with Licensor's use of the Licensed Premises. All actual costs incurred by Licensor pursuant to this section shall be reimbursed to Licensor by Licensee upon completion of repairs by Licensor. If Licensee causes an electrical system outage or service interruption, then all actual costs incurred by Licensor to restore service shall be reimbursed to Licensor by Licensee after system outage or service interruption has been corrected. If Licensee fails to comply with its obligations pursuant to this section, then Licensor may revoke and terminate this License without waiving Licensor's right to pursue all lawful remedies for damage(s). Licensee shall reimburse Licensor for any and all costs incurred by Licensor caused by and/or resulting from Licensee's negligence.

11. **No Encumbrances**: Licensee expressly covenants and agrees that the Licensed Premises shall not be subject to any encumbrance by any mortgage or lien, nor shall the Licensed Premises be liable to satisfy any indebtedness that may result from Licensee's construction and/or maintenance of Licensee's improvements and/or operation upon the Licensed Premises.

12. **No Transfer**: Licensee shall not transfer, assign, grant, convey, mortgage or hypothecate this License in any way, nor enter into any lease, license, sublease, sublicense, concession or other agreement for use of the Licensed Premises without prior written approval of Licensor.

13. **Other Consideration**: Licensor and Licensee intend to also enter into another separate license agreement, hereinafter referred to as the "**Ponce Agreement**" upon a future date that will allow Licensor to install utility poles, wires, cables, circuits, insulators, transformers, guy wires, guy wire anchors and other associated equipment and appurtenances, hereinafter referred to both singularly and collectively as "**Ponce Facilities**" over, upon and under Licensee's real property which adjoins and is parallel with Ponce de Leon Blvd, between SW 37 Avenue and SW 57 Avenue in Miami-Dade County, Florida. Licensee hereby agrees to negotiate in good faith with Licensor with the intent to execute the Ponce Agreement at such time and in a manner that will adequately support Licensor's bona fide need to begin construction of the Ponce Facilities. The Ponce Agreement shall be constructed such that the total annual rent amount associated with it shall be adjusted according to CPI and never increase by more than three percent in or for any annual period.

14. **Early Termination**: Licensor may terminate or revoke this License at any time and for any reason by providing two (2) years advance written notice to Licensee of such early termination or revocation. Licensor may terminate or revoke this License effective immediately if Licensee fails to correct and cure within ninety (90) days following receipt of Licensor's written notice, failure by Licensee to comply with and perform all of the terms, conditions, provisions, covenants and promises required of Licensee by this License. If Licensor terminates or revokes this License prior to a date which occurs less than thirty (30) years following the date that Licensee allows the Licensed Premises to be used by the public and/or by buses, then Licensor shall reimburse Licensee for all Unrecovered Costs for all improvements made to the Licensed Premises by Licensee including, but not limited to; parking surfaces; bus passenger shelters; lighting; and landscaping, except that Licensor shall not be required to reimburse Licensee for Unrecovered Costs or any other cost or expense if Licensor terminates or revokes this License due to Licensee's failure to correct and cure within ninety (90) days following receipt of Licensor's written notice, failure by Licensee to comply with and perform all of the terms, conditions, provisions, covenants and promises required of Licensee by this License. Unrecovered Costs shall mean the undepreciated portion of costs, prorated on a straight line depreciation basis over a period of thirty (30) years, paid for by Licensee for the construction of Licensees improvements prior to the date that Licensee allows the Licensed Premises to be used by the public and/or by buses. Licensee may terminate this License at any time and for any reason by providing two (2) years advance written notice to Licensor of such early termination.

15. **Surrender**. Within five (5) business days of expiration, revocation or termination of this License, Licensee shall ensure that the Licensed Premises is in a condition that is at least as good as that which existed prior to the date of that this License becomes effective and enforceable. Licensee shall remove all personal property placed by it upon the Licensed Premises and shall repair and restore and save Licensor harmless from all damage caused by such removal. All improvements, both singularly and collectively, made by Licensee upon the Licensed Premises shall, at Licensor's sole determination, either be left in place and become the property of the Licensor, or shall be removed by Licensee at Licensee's sole expense.

16. **Holding Over**: If Licensee continues to use the Licensed Premises in whole, or any part thereof, after the expiration, revocation or termination of this License, then no tenancy or interest in the Licensed Premises is created or shall result therefrom, but such holding over shall constitute an unlawful detainer and Licensee and all other entities shall be subject to immediate eviction and removal, and Licensee shall upon demand by Licensor, pay to Licensor as liquidated damages, a sum equal to double the rental rate, plus all costs for property taxes, liability insurance, and maintenance costs as set forth and described in Section 3 and all other expenses incurred by Licensor during and for the period which Licensee shall hold and use the Licensed Premises after this License has become expired, revoked or terminated.

17. **Indemnity**: Liability of Licensor, and its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees, hereinafter referred to singularly and collectively as "**FPL Entities**" to Licensee and to Licensee's employees, agents, patrons, customers, contractors, independent contractors, guests and invitees and to any person or entity for fatality, bodily injury, property damage, theft of property, loss of property, or other type of loss, arising out of, resulting from, related to, or in connection with this License is hereby limited to such case where FPL Entities is guilty of gross negligence and/or intentional malicious action which directly causes such fatality, bodily injury, property damage, theft of property, loss of property, or other type of loss; and furthermore, FPL Entities' liability is also hereby strictly limited to and commensurate with the degree and/or percentage of FPL Entities fault in contributing to such fatality, bodily injury, property damage, theft of property, loss of property, or other type of loss by FPL Entities gross negligence and/or intentional malicious action. Licensee further agrees to indemnify and hold harmless FPL Entities from and against all claims, litigation, damages, losses and expenses, including attorney's fees at both the trial and appellate level, arising out of, resulting from, related to, or in connection with Licensee's occupancy and use of the Licensed Premises and/or Licensee's performance of the terms, conditions and provisions set forth in this License, subject to the provisions of, and limitations set forth in Chapter 768.28 of the Florida Statutes. This section shall survive the expiration or earlier termination of this License or any renewal Term thereof.

18. **Insurance**: Licensee shall at all times during the entire Term of this License, maintain a self-insurance program in compliance with all applicable laws, including, but not limited to Section 768.28 Florida Statutes and such coverage shall extend to and provide protection for any and all claims arising out of or in connection with Licensee's occupancy and use of the Licensed Premises. In addition to the aforementioned coverage, Licensor also purchases and maintains additional general liability insurance coverage for personal injury and property damage arising out of or in connection with Licensee's occupancy and use of the Licensed Premises; however, such additional coverage shall not be deemed to relinquish Licensee from its duty and obligation to comply with all terms, conditions or provisions of this License.

19. **Time And Entire Agreement**: Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Licensor and Licensee. This instrument constitutes the entire agreement between the parties relative to the License hereby granted, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification, or supplement to this License must be in writing and executed by both Licensor and Licensee. Waiver by Licensor of any breach of any term(s), condition(s) or provision(s) hereof shall not be deemed a waiver of subsequent breach of the same or any other term(s), condition(s) or provision(s) hereof.

20. **Applicable Law And Venue**: This License and all of the terms, conditions and provisions contained herein are governed by and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this License shall be subject to a court of competent jurisdiction within the State of Florida.

21. **Conflict Of Law**: If any term(s), condition(s) and/or provision(s) contained in this License is/are ruled unlawful, illegal, void or unenforceable by a court of competent jurisdiction, then that portion or part shall be deemed severable and shall not impair or affect the validity and enforceability of any of the remaining terms, conditions and provisions.

22. **Court Costs And Attorney Fees:** In any and all litigation arising from or related to this License, the prevailing litigant shall be entitled to recover from its opposing litigant(s), all of the prevailing litigant's costs, including, but not limited to court costs and reasonable attorney(s') fees.

23. **Notices**: All notices related to this License shall be deemed served three (3) business days after being delivered by sender to the U.S. Postal Service via certified mail or other expedited delivery service and addressed to the other party at its respective address. License and/or Licensee may, at any time, designate in writing a substitute address for each of their respective addresses and thereafter notices shall be directed to such substituted address.

24. **Headings**: The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. All terms used herein shall be construed as embracing such number and gender as the character of the party or parties require(s).

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be signed and executed effective as of the Effective Date.

Witnesses for Licensor:

Signature: _____
Print Name: Jeff Long

Signature: _____
Print Name: Peter Ramsey

Licensor:
Florida Power & Light Company,
a Florida corporation

By: _____
Name: Alex Rubio
Its: V.P., Corp. Real Estate

Witnesses for Licensee:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Licensee:
Miami-Dade County,
a political subdivision of the State of Florida,
by resolution of its Board of County Commissioners

By: _____
Name: _____
Its: _____

Attest:

By: _____
Name: _____
Its: Deputy Clerk

Approved by Miami-Dade County Attorney as
to form and legal sufficiency:

By: _____
Name: Bruce Libhaber
Its: County Attorney

Form 3737 Rev. 4/1/2004

Exhibit A to License Agreement (FPL License # 0335-SD-2013) by and between Florida Power & Light Company and Miami-Dade County

LEGAL DESCRIPTION: PARCEL NO. MDT-12N

Those portions of Block 5 and 8, of RESUBDIVISION OF CORAL MANORS, according to the Plat thereof, recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Nw 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run S 02 08'42" E, along the West line of the NW 1/4 of said Section 1, for a distance of 728.80 feet to a point of intersection with the center line of SW 90 Terrace Right-of-Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986, recorded in Official Records Book 13348, Page 498 of the Public Records of Miami-Dade County, Florida, thence run N 87 34'38"E, along the center line of SW 90th Terrace, for a distance of 210.00 feet to the Point of Intersection with the West line of Tract "B" of FIRST ADDITION TO THE SHOPS OF KENDALL, according to the Plat thereof recorded in Plat Book 104 at Page 77 of the Public Records of said Miami-Dade County; thence S 02 08'37"E along the West line of said Tract "B" for 25.00 feet to the South Right-of-Way line of the above mentioned SW 90th Terrace and the POINT OF BEGINNING; thence continue S 02 08'37"E along the West line of said Tract "B" for 144.66 feet to the Northwest corner of Tract "A" of SHAMROCK SUBDIVISION according to the Plat thereof recorded in Plat Book 145 at Page 84 of the Public Records of said Miami-Dade County; thence S 87 43'31"W, along the Westerly extension of the North line of said Tract "A" for 173.00 feet to the intersection with the East line of the West 37.00 feet of the Northwest 1/4 of said Section 1; thence N 02 08'37"W along said East line of the West 37.00 feet to the Northwest 1/4 of said Section 1 for 119.37 feet; thence N 87 51'23"E, perpendicular to the last described course, for 8.00 feet to the Point of Intersection with a circular curve concave to the Southeast, said curve being tangent to the East line of the West 45.00 feet of the said Northwest 1/4 of Section 1; thence Northeasterly along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of 89 43'15", for 39.15 feet to the Point of Tangency with the said South Right-of-Way line of the above mentioned SW 90th Terrace; thence N 87 34'38"E along the South Right-of-Way line for 140.12 feet to the POINT OF BEGINNING.

Containing 0.566 acres or 24,656 Square Feet more or less.

AND

LEGAL DESCRIPTION: PARCEL NO. MDT-13

Those portions of Block 4 and 5 of RESUBDIVISION OF CORAL MANORS, according to the Plat thereof, recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE a the Northwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run S 02 08'42 E, along the West line of the NW 1/4 of said Section 1, for a distance of 456.70 feet to Point of Intersection with the center line of SW 89th Terrace Right-of-Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986 recorded in Official Records Book 13348, Page 498 of the Public Records of Miami-Dade County, Florida; thence run N 87 34'38"E, along the center line of SW 89 Terrace, for a distance of 210.00 feet to the Point of Intersection with the West line of Tract "A" of the SHOPS OF KENDALL, according to the Plat thereof recorded in Plat Book 102 at Page 8 of the Public Records of said Miami-Dade County; thence S 02 08'37" E along the West line of said Tract "A" for 25.00 feet to the South Right-of-Way line of the above mentioned SW 89 Terrace and the POINT OF BEGINNING; thence continue S 02 08'37" E along the West line of said Tract "A" for 222.10 feet to the Point of Intersection with the North Right-of-Way line of SW 90 Terrace as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986 recorded in Official Records Book 13348, Page 498 of the said Public Records of Miami-Dade County; thence S 87 34'38"W, along said North Right-of-Way line for 139.88 feet to the Point of Curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said curve to the right, having a radius of 25.00 feet through a central angle of 90 16'45" for 39.39 feet to the intersection with the East line of West 45.00 feet of the NW 1/4 of said Section 1, thence S 87 51'23"W, along a line radial to the last descried curve, for 8.00 feet to the intersection with the East line of the West 37.00 feet of the Northwest 1/4 of Section 1; thence N 02 08'37" W along the said East line of the West 37.00 feet of the NW 1/4 of Section 1 for 172.10 feet; thence N 87 51'23" E, perpendicular to the last described course for 8.00 feet to the Point of Intersection with a circular curve concave to the Southeast, said curve being tangent to the East line of the West 45.00 feet of the said NW 1/4 of Section 1; thence Northeasterly along the arc of said curve to the right having a radius of 25.00 feet through a central angle of 89 43'15" for 39.15 feet to the Point of Tangency with the South Right of Way line of the above mentioned SW 89 Terrace; thence N 87 34'38"E along said South Right-of-Way line for 140.12 feet to the Point of Beginning.

Containing 0.867 acres or 37,755 Square feet more or less.

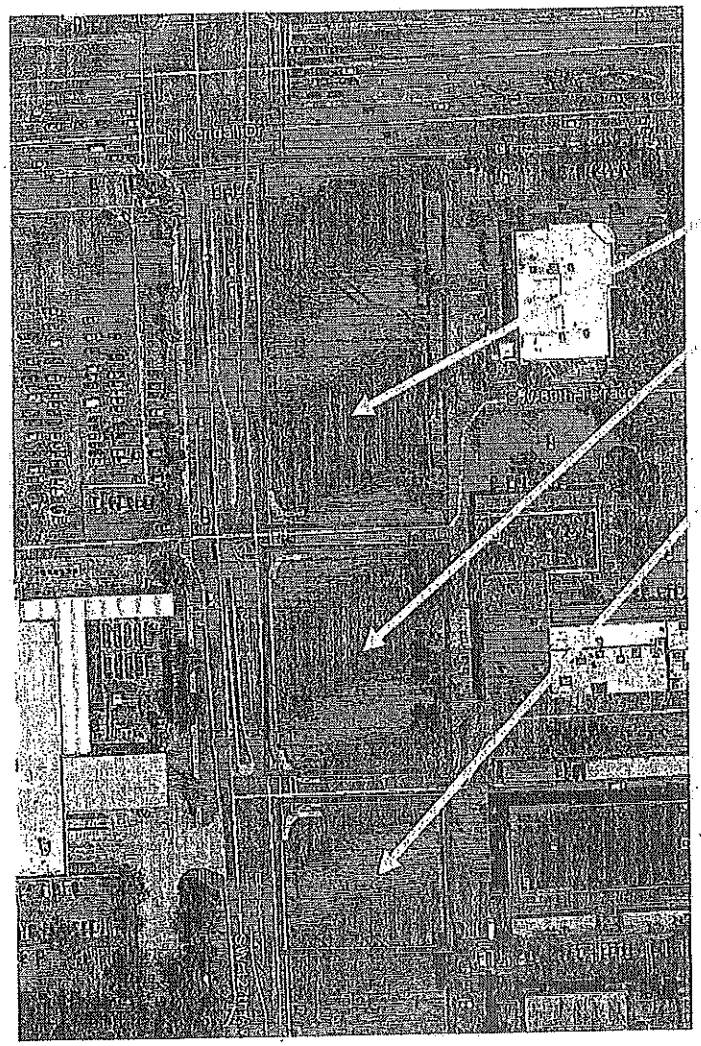
AND

LEGAL DESCRIPTION: PARCEL NO. MDT-14

Those portions of Blocks 1 and 4 of RESUBDIVISION OF CORAL MANORS, according to the Plat thereof recorded in Plat Book 28 at Page 59 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Nw 1/4 of Section 1, Township 55 South, Range 39 East in Miami-Dade County, Florida; thence run S 02 08'42"E, along the West line of NW 1/4 of said Section 1, for a distance of 456.70 feet to a Point of Intersection with the center line of SW 89 Terrace Right-of-Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986 recorded in Official Records Book 13348, Page 498 of the Public Records of Miami-Dade County, Florida; thence run N 87 34'38"E, along the center line of SW 89 Terrace, for a distance of 210.00 feet to the Point of Intersection with the West line of Tract "A" of the SHOPS OF KENDALL, according to the Plat thereof recorded in Plat Book 102 at Page 8 of the Public Records of said Miami-Dade County; thence N 02 08'37" W along the West line of said Tract "A" for 25.00 feet to the North Right-of-Way line of said 89 Terrace and the POINT OF BEGINNING; thence continue N 02 08'37"W along the West line of said Tract "A" for 362.91 feet to the Point of Intersection with the Southerly Right-of-Way line of SW 88 Street as conveyed to the State of Florida Department of Transportation by Warranty Deed dated April 2, 1990 recorded in Official Records Book 14698, Page 3019 of the Public Records of Miami-Dade County, Florida; thence S 87 43'30"W along said South Right-of-Way line of SW 88 Street for 140.06 feet to the Point of Curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said curve to the left, having a radius of 25.00 feet, through a central angle of 89 52'07", for 39.21 feet to the Point of Tangency with the East line of the West 45.00 feet to the NW 1/4 of said Section 1; thence S 87 51'23" W, perependicular to the East line of the West 45.00 feet of the NW 1/4 of said Section 1, for 8.00 feet; thence S 02 08'37"E along the East line of the West 37.00 feet of the NW 1/4 of Said Section 1 for 313.27 feet; thence N 87 51'23"E, perpendicular to the East line of the West 37.00 feet of the NW 1/4 of said Section 1, for 8.00 feet to the Point of Curvature of a circular curve concave to the Northeast and tangent to the East line of the West 45.00 feet of the Northwest 1/4 of said Section 1; thence Southeasterly along the arc of said curve to the left, having a radius of 25.00 feet through a central angle of 90 16'45", for 39.39 feet to the Point of Tangency with the above described North Right-of-Way line of SW 89 Terrace; thence N 87 34'38"E, along the North Right-of-Way line, for 139.88 feet to the POINT OF BEGINNING.

Containing 1.427 Acres or 62,152 Square Feet more or less.



Land subject FPL License Agreement (FPL License # 0335-SD-2013) is shown within red boundary lines

CONSUMER PRICE MOVEMENTS
JANUARY 2013

The Consumer Price Index for All Urban Consumers (CPI-U) was unchanged in January on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.6 percent before seasonal adjustment.

The index for all items less food and energy increased 0.3 percent in January. This increase offset another decline in the gasoline index and resulted in the seasonally adjusted all items index being unchanged, as it was last month. Increases in the indexes for shelter and apparel accounted for much of the increase in the index for all items less food and energy, with advances in the indexes for recreation, medical care, and airline fares also contributing.

The energy index fell 1.7 percent in January. Along with the gasoline index, the natural gas and fuel oil indexes also declined, while the electricity index increased. The index for food was unchanged in January after increasing in each of the previous ten months. The food at home index was unchanged with major grocery store food group indexes mixed.

The all items index increased 1.6 percent over the last 12 months; the 12-month change has been slowing since its recent peak of 2.2 percent in October. The index for all items less food and energy rose 1.9 percent over the last 12 months, the same figure as the last two months. The food index has risen 1.6 percent over the last 12 months while the energy index has declined 1.0 percent.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Jan. 2013
	July 2012	Aug. 2012	Sep. 2012	Oct. 2012	Nov. 2012	Dec. 2012	Jan. 2013	
All items	0.0	0.6	0.6	0.2	-0.2	0.0	0.0	1.6
Food	.1	.2	.1	.2	.2	.2	.0	1.6
Food at home	.0	.1	-.1	.3	.3	.2	.0	1.1
Food away from home [1]	.2	.3	.2	.1	.1	.1	[illegible]	2.3
Energy	-1.3	4.6	3.9	.1	-3.4	-.8	1.7	-1.0
Energy commodities	-1.3	7.3	6.1	.1	-5.7	[illegible]	-3.0	-1.4
Gasoline (all types)	-1.4	7.6	6.3	-.1	-6.0	[illegible]	-3.0	-1.5

An example of report location where referenced CPI percentage data is published

RESOLUTION NO. CZAB11-12-12

WHEREAS, **FLORIDA POWER & LIGHT COMPANY** applied for the following:

(1) USE VARIANCE to permit a park and ride facility in an EU-1 zone as would be permitted in an IU-1 zone.

(2) NON-USE VARIANCE to permit 22 lot trees (52 required) and to permit 0 street trees (47 required).

(3) NON-USE VARIANCE to waive the zoning regulations requiring a dissimilar land use buffer along portions of the east and south property lines.

(4) NON-USE VARIANCE to waive the landscape regulations requiring temporary or permanent irrigation system.

(5) NON-USE VARIANCE to permit a minimum 3′ wide greenbelt abutting the rights-of-way (8′ required).

(6) NON-USE VARIANCE to permit 93.4% of sod area (20% maximum permitted).

Plans are on file and may be examined in the Department of Regulatory and Economic Resources entitled "Park and Ride Facility at N. Kendall Drive & SW 127th prepared by Development Consulting Group dated stamped received 6/14/12 for a total of 3 sheets. Plans may be modified at public hearing.

SUBJECT PROPERTY: Those portions of Block 5 and 8, of RESUBDIVISION OF CORAL MANORS, Plat Book 28 at Page 59, being more particularly described as follows: COMMENCE at the Northwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East in; thence run S 02 08'42" E, along the West line of the NW 1/4 of said Section 1, for a distance of 728.80 feet to a point of intersection with the center line of SW 90 Terrace Right-of-Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986, recorded in Official Records Book 13348, Page 498 of the Public Records of Miami-Dade County, Florida, thence run N 87 34'38"E, along the center line of SW 90th Terrace, for a distance of 210.00 feet to the Point of Intersection with the West line of Tract "B" of FIRST ADDITION TO THE SHOPS OF KENDALL, Plat Book 104 at Page 77; thence S 02 08'37"E along the West line of said Tract "B" for 25.00 feet to the South Right-of-Way line of the above mentioned SW 90th Terrace and the POINT OF BEGINNING; thence continue S 02 08'37"E along the West line of said Tract "B" for 144.66 feet to the Northwest corner of Tract "A" of SHAMROCK SUBDIVISION, Plat Book 145 at Page 84; thence S 87 43'31"W, along the Westerly extension of the North line of said Tract "A" for 173.00 feet to the intersection with the East line of the West 37.00 feet of the Northwest 1/4 of said Section 1; thence N 02 08'37"W along said East line of the West 37.00 feet to the Northwest 1/4 of said Section 1 for 119.37 feet; thence N87°51'23"E, perpendicular to the last described course, for 8.00 feet to the Point of Intersection with a circular curve concave to the Southeast, said curve being tangent to the East line of the West 45.00 feet of the said Northwest 1/4 of Section 1; thence Northeasterly along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of 89 43'15", for 39.15 feet to the Point of Tangency with the said South Right-of-Way line of the above mentioned SW 90th

Terrace; thence N 87 34'38"E along the South Right-of-Way line for 140.12 feet to the POINT OF BEGINNING. PARCEL NO. AND Those portions of Block 4 and 5 of RESUBDIVISION OF CORAL MANORS, Plat Book 28 at Page 59, being more particularly described as follows: Commence a the Northwest corner of the NW 1/4 of Section 1, Township 55 South, Range 39 East; thence run S 02 08'42 E, along the West line of the NW 1/4 of said Section 1, for a distance of 456.70 feet to Point of Intersection with the center line of SW 89th Terrace Right-of-Way as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986 recorded in Official Records Book 13348, Page 498; thence run N 87 34'38"E, along the center line of SW 89 Terrace, for a distance of 210.00 feet to the Point of Intersection with the West line of Tract "A" of the SHOPS OF KENDALL, Plat Book 102 at Page 8; thence S 02 08'37" E along the West line of said Tract "A" for 25.00 feet to the South Right-of-Way line of the above mentioned SW 89 Terrace and the POINT OF BEGINNING; thence continue S 02 08'37" E along the West line of said Tract "A" for 222.10 feet to the Point of Intersection with the North Right-of-Way line of SW 90 Terrace as conveyed to Miami-Dade County by Right-of-Way Deed dated September 23, 1986 recorded in Official Records Book 13348, Page 498; thence S 87 34'38"W, along said North Right-of-Way line for 139.88 feet to the Point of Curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said curve to the right, having a radius of 25.00 feet through a central angle of 90 16'45" for 39.39 feet to the intersection with the East line of West 45.00 feet of the NW 1/4 of said Section 1, thence S 87 51'23"W, along a line radial to the last descried curve, for 8.00 feet to the intersection with the East line of the West 37.00 feet of the Northwest 1/4 of Section 1; thence N 02 08'37" W along the said East line of the West 37.00 feet of the NW 1/4 of Section 1 for 172.10 feet; thence N 87 51'23" E, perpendicular to the last described course for 8.00 feet to the Point of Intersection with a circular curve concave to the Southeast, said curve being tangent to the East line of the West 45.00 feet of the said NW 1/4 of Section 1; thence Northeasterly along the arc of said curve to the right having a radius of 25.00 feet through a central angle of 89 43'15" for 39.15 feet to the Point of Tangency with the South Right of Way line of the above mentioned SW 89 Terrace; thence N 87 34'38"E along said South Right-of-Way line for 140.12 feet to the Point of Beginning. PARCEL NO. AND Those portions of Blocks 1 and 4 of RESUBDIVISION OF CORAL MANORS, Plat Book 28 at Page 59, being more particularly described as follows:

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LOCATION: Southeast Corner of the intersection of SW 127 Avenue & SW 88 Street, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 11 was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter it is the opinion of this Board that the requested use variance to permit a park and ride facility in an EU-1 zone as would be permitted in an IU-1 zone (Item #1), the requested non-use variance to permit 22 lot trees and to permit 0 street trees (Item #2), the requested non-use variance to waive the zoning regulations requiring a dissimilar land use buffer along portions of the east and south property lines (Item #3), the requested non-use variance to waive the landscape regulations requiring temporary or permanent irrigation system (Item #4), the requested non-use variance to permit a minimum 3' wide greenbelt abutting the rights-of-way (Item #5), and the requested non-use variance to permit 93.4% of sod area (Item #6) would be in harmony with the general purpose and intent of the regulations and would conform with the

requirements and intent of the Zoning Procedure Ordinance and would be consistent with the Comprehensive Development Master Plan, and

WHEREAS, a motion to approve Items #1 through #6 was offered by Joseph E. Delaney, seconded by Jeffery Wander, and upon a poll of the members present, the vote was as follows:

Patricia G. Davis	aye	Ileana Petisco	aye
Joseph E. Delaney	aye	Beatrice Suarez	aye
Miguel A. Diaz	absent	Jeffery Wander	aye

Lleana R. Vazquez absent

NOW THEREFORE BE IT RESOLVED by the Miami-Dade County Community Zoning Appeals Board 11 that the requested use variance to permit a park and ride facility in an EU-1 zone as would be permitted in an IU-1 zone (Item #1), the requested non-use variance to permit 22 lot trees and to permit 0 street trees (Item #2), the requested non-use variance to waive the zoning regulations requiring a dissimilar land use buffer along portions of the east and south property lines (Item #3), the requested non-use variance to waive the landscape regulations requiring temporary or permanent irrigation system (Item #4), the requested non-use variance to permit a minimum 3' wide greenbelt abutting the rights-of-way (Item #5), and the requested non-use variance to permit 93.4% of sod area (Item #6) be and the same are hereby approved, subject to the following conditions:

1. That a site plan be submitted to and meet with the approval of the Director of the Department of Regulatory and Economic Resources upon the submittal of an application for a building permit and/or Certificate of Use; said plan must include among other things but not be limited to, location of structure or structures, exits and entrances, drainage, walls, fences, landscaping, etc.

2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Park and Ride Facility at N. Kendall Drive and SW 127th Avenue", as prepared by DCG Development Consulting Group, dated stamped received 6/14/12, a total of 3 sheets.

3. That the use be established and maintained in accordance with the approved plan.

4. That the applicant obtain a Certificate of Use from and promptly renew the same annually with the Department of Regulatory and Economic Resources upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Director is hereby authorized to make the necessary notations upon the maps and records of the Miami-Dade County Department of Regulatory and Economic Resources and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 17th day of July, 2012.

Hearing No. 12-7-CZ11-2
ej

THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON THE 25TH DAY OF JULY, 2012.

STATE OF FLORIDA

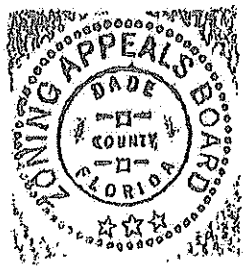
COUNTY OF MIAMI-DADE

I, Earl Jones, as Deputy Clerk for the Miami-Dade County Department of Regulatory and Economic Resources as designated by the Director of the Miami-Dade County Department of Department of Regulatory and Economic Resources and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 11, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB11-12-12 adopted by said Community Zoning Appeals Board at its meeting held on the 17th day of July, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 25th day of July, 2012.

Earl Jones, Deputy Clerk (3230)
Miami-Dade Department of Department of Regulatory and Economic Resources

SEAL



MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resourses
Development Services Division
111 NW 1st Street•Suite 1110
Miami, Florida 33128-1902
T 305-375-2640
www.miamidade.gov/economy

July 25, 2012

Florida Power & Light Company
c/o Alberto Herrera
12855 SW 132 Street, #206
Miami, Florida 33186

Re: Hearing No. 12-7-CZ11-2
Location: Southeast Corner of the intersection of SW 127 Avenue & SW 88 Street, Miami-Dade County, Florida

Dear Applicant:

Enclosed herewith is Resolution No. CZAB11-12-12, adopted by the by the Community Zoning Appeals Board 11 which approved Items #1 through #6 on the above described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. Failure to comply with stipulated conditions, if any, will result in the immediate issuance of a civil violation notice for each condition violated. Each notice issued may require payment of a daily monetary fine.

If stipulated in the resolution that building permits and/or use, occupancy or completion certificates will be required, please note that permits must be obtained and final inspection approvals received for construction work done or required prior to issuance of the applicable certificate(s) pursuant to Section 33-8 of the Zoning Code. Payment of certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates related to use, occupancy or completion should be made with this Department as appropriate. At time of permit application you must provide a copy of this resolution.

If there are anticipated changes from any plan submitted for the hearing, a plot use plan is to be submitted to this Department in triplicate before any detailed plans are prepared, in as much as building permits will not be issued prior to the approval of said plan.

The Board's decision may be appealed by an aggrieved party to Circuit Court within 30 days of the date of transmittal of the resolution to the Clerk of the County Commission. The transmittal date is **July 25, 2012.** In the event an appeal is filed, any building permit sought shall be at the risk of the party seeking said permit. Copies of any court filings concerning this matter should be served upon both my office and:

R. A. Cuevas, Jr.,
County Attorney
111 N.W. 1st Street, Suite 2811
Miami, Florida 33128-1993

The County Attorney is not permitted to accept official service of process.

Sincerely,

Earl Jones
Deputy Clerk

Enclosure

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resourses
Development Services Division
111 NW 1st Street•Suite 1110
Miami, Florida 33128-1902
T 305-375-2640
www.miamidade.gov/economy

July 25, 2012

Florida Power & Light Company
c/o Orlando Capote
Miami Dade County Transit
701 NW 1st Court, Suite 1500
Miami, Florida 33136

Re: Hearing No. 12-7-CZ11-2
Location: Southeast Corner of the intersection of SW 127 Avenue & SW 88 Street, Miami-Dade County, Florida

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R. A. Cuevas, Jr.,
County Attorney
111 N.W. 1st Street, Suite 2811
Miami, Florida 33128-1993

The County Attorney is not permitted to accept official service of process.

Sincerely,

Earl Jones
Deputy Clerk

Enclosure

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: April 17, 2014

Re: **CITT AGENDA ITEM 5F:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN THE AMOUNT OF $140,750.00 PER YEAR SUBJECT TO AN ANNUAL CPI ADJUSTMENT NOT TO EXCEED 3% IN ANY YEAR, AND PAYMENT OF APPROXIMATELY $14,700.00 PER YEAR TO COVER THE COST OF TAXES AND INSURANCE, FOR THE USE OF PROPERTY LOCATED AT SW 88 STREET AND SW 127 AVENUE TO BE UTILIZED BY MIAMI-DADE TRANSIT AS A PARK AND RIDE LOT, HAVING A TERM OF 30-YEARS AND TWO 30-YEAR RENEWAL OPTIONS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LICENSE AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(MDT- BCC Legislative File No. 140828)**

On April 17, 2014, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-018. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Absent
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Absent
Marilyn Smith – Absent

Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney