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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

Agenda Item No. 8(J)(1)(B)

Resolution No. R-640-08

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Waiving Formal Bid Procedures and Non-Competitive Bid Waiver Provisions and Authorizing Execution of a License Agreement between Miami-Dade County and Florida Power & Light Company for Regional 138kV Electrical Improvements at the Brickell Metrorail Station Site

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt a Resolution waiving formal bid procedures pursuant to Section 5.03(D) of the Miami-Dade County Home Rule Charter and the non-competitive bid waiver provisions of Section 2-8.1(b) of the Code of Miami-Dade County, upon written recommendation of the County Manager, by a two-thirds (2/3) vote of the Board members present; authorize the County Mayor or his designee to execute a License Agreement (Agreement) between Miami-Dade County (County) and Florida Power & Light Company (FPL) for 90-year use of County Metrorail land at appraised rental value with systematic Consumer Price Index (CPI) adjustments for regional FPL 138kV electrical improvements at the Brickell Metrorail Station site; and to exercise any and all provisions contained therein.

SCOPE

This installation on 5,332 square feet of County land is physically located in Commission Districts 5 and 7.

FISCAL IMPACT/FUNDING SOURCE

There is no negative fiscal impact to the County. Based on an independent fair market rental appraisal, (a) this Agreement will generate an annual base rent of $6,225.00 for the first year and (b) starting in January 2009, each subsequent five (5) year period of the 90-year term will be adjusted by the CPI. FPL remits current State of Florida sales tax to the County with each annual rental payment.

TRACK RECORD/MONITOR

FPL has entered into seven (7) annual Administrative Order 8-5 one (1) year Permits and one (1) year Permit renewals with the County for use of the above-mentioned Brickell Station site between August 2001 and August 2008. During this time, FPL has complied with all applicable Miami-Dade Transit (MDT) regulations, County laws, codes and ordinances, is current in its payment of annual rent and its submission of required insurance coverage.

The Project Managers for this License Agreement are Carolyn Read, Office of Joint Development and Leasing (administration) and Mario Ventura, Office of Engineering Infrastructure and Maintenance (technical), both of Miami-Dade Transit (MDT).

DELEGATED AUTHORITY

In accordance with Section 2.8-3 of the Miami-Dade County Code, related to identifying delegations of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or his designee, to execute the agreement.

BACKGROUND

FPL was required to upgrade the capability of an existing 138kV transmission/distribution system in the year 2000 to provide for increasing electrical load demands of the downtown Miami and Brickell areas. FPL was also required to provide continued transmission of electricity between their two electrical power substations, one on the North bank of the Miami River at S.W. 2nd Avenue and the other one south of the River on S.W. 14th Street at S.W. 2nd Avenue. Despite acquiring easements from private property owners and building custom-sized concrete transmission and distribution poles with associated wiring, in November 2000, FPL's preferred corridor along S.W. 2nd Avenue was rejected by the City of Miami which recommended that FPL use the County-owned Brickell Metrorail corridor. FPL immediately requested permission from the County to install, operate and maintain the above infrastructure at the Metrorail site.

Pursuant to Administrative Order 8-5, in August 2001 the County entered into a series of one (1) year permit agreements and renewals, contingent upon FPL entering into a long-term agreement with the County; pay fair market value rent for the terms of the permits and agreement; and complete a series of specific requirements. FPL agreed and installed their improvements in a 5,000 sq.ft. linear alignment adjacent to the guideway in the Brickell Station Metrorail corridor; a non-buildable site.

The following specific requirements were needed and have been satisfied between 2001 and the present:

- Approval by the MDT Fire/Life/Safety Committee completed June 2001;
- installation and monitoring of excessive voltage on the Metrorail guideway tracks was implemented in 2001;
- submission of report from independent engineering firm concluding that actual voltages were below predicted and measurable levels and presented no hazard to MDT personnel or equipment was completed in May 2002;
- approval by County's Planning Department that improvements were an approved use in the Rapid Transit Zone pursuant to Chapter 33C was determined in May 2003;
- special purpose survey of the transmission/distribution infrastructure on Metrorail property was completed in June 2004;
- appraisal to determine market rent of the FPL infrastructure at the Brickell Station was completed in February 2005;
- awaited approval by the State of Florida Public Service Commission of FPL's "Six-Year Transmission Structure Inspection Program" (wherein every six (6) years each FPL transmission pole is mandated to be inspected) was received in November 2007; and
- negotiations for the License Agreement were completed in January 2008.

The Agreement contains clauses wherein the County reserves the right to terminate the Agreement at any time without cause with written notice, the County reserves the right to request relocation of poles if County or MDT deem it necessary and grants the Director of Miami-Dade Transit sole discretion to direct FPL to immediately de-energize the electrical power of the improvements and/or remove them if necessary.

A waiver of competitive bidding and approval of this agreement with FPL is recommended because (a) the infrastructure belongs to FPL, (b) FPL, solely, is able to own, operate and maintain the 138kV transmission/distribution infrastructure consisting of concrete poles, wiring for transmission and distribution of electricity, wiring for anchoring and associated hardware and (c) the County continues to receive fair market value for this Agreement with systematic CPI adjustments every fifth (5th) year for each year of every 5-year period for the term of the Agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 3, 2008

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

SUBJECT: Agenda Item No. 8(J)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("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**

✓ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(B)
6-3-08

RESOLUTION NO. **R-640-08**

RESOLUTION WAIVING FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE MIAMI-DADE COUNTY HOME RULE CHARTER AND THE NON-COMPETITIVE BID WAIVER PROVISIONS OF SECTION 2-8.1(b) OF THE CODE OF MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA POWER & LIGHT COMPANY (FPL) FOR 90-YEARS FOR REGIONAL FPL 138kV ELECTRICAL IMPROVEMENTS AT THE BRICKELL METRORAIL STATION SITE; AND TO EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the County Manager recommends that this Board waive competitive bidding 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 finds it in the best interest of Miami-Dade County to waive formal bid procedures pursuant to Section 5.03(D) of the Miami-Dade County Home Rule Charter and the noncompetitive bid waiver provisions of Section 2-8.1(b) of the Code of Miami-Dade County, upon written recommendation of the County Manager, by a two-thirds (2/3) vote of the Board members present, and authorizes the County Mayor or his designee to execute a License Agreement for and on behalf of Miami-Dade County with Florida Power & Light Company (FPL) for 90-year use for FPL regional 138kV electrical improvements at the Brickell Metrorail Station site and to exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

LICENSE AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

FLORIDA POWER & LIGHT COMPANY

FOR FPL 138kV AT BRICKELL STATION

License Agreement
for FPL 138kV at Brickell Station

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LICENSE AGREEMENT FOR FPL 138kV AT BRICKELL STATION

THIS LICENSE AGREEMENT, made and entered into as of this _____ day of _____, 200__, by and between **MIAMI-DADE COUNTY**, FLORIDA, a political subdivision of the State of Florida (the "County"), whose Contract Administrator shall be Miami-Dade Transit, Joint Development and Leasing Section, an instrumentality of the County, and **FLORIDA POWER & LIGHT COMPANY**, FEI No. 59-0247775, a for-profit investor-owned public Florida utility corporation providing electricity-related services, principal subsidiary of FPL Group, Inc., (the "Licensee").

WITNESSETH

WHEREAS, in November 2000, Licensee's 138kV high voltage electrical transmission and associated distribution lines (the "Improvements") had to be relocated due to the replacement of the S.W. 2nd Avenue bridge over the Miami River, a road improvement project by the State of Florida Department of Transportation, and the planned dredging of the Miami River, and

WHEREAS, Improvements were required to increase Licensee's electrical transmission capability in order to provide for increasing electrical load demands of the downtown Miami and Brickell areas as well as to provide continued transmission of electricity between Licensee's two (2) electric power substations, the FPL Miami Substation located at 122 S.W. 3rd Street and the FPL Simpson Substation located at 199 S.W. 14th Street, all within the incorporated limits of the City of Miami, and

WHEREAS, prior to November 2000, Licensee's preferred corridor for the Improvements was along the east side of S.W. 2nd Avenue, one block west of Metrorail, between the Miami River and S.W. 14th Street, with easements entered into with private property owners, and

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WHEREAS, in November 2000, FPL concluded that the only viable corridor for the Improvements was the County-owned Miami-Dade Transit ("MDT") Metrorail right-of-way, and

WHEREAS, in November 2000, Licensee requested permission from the County to install, operate and maintain the Improvements in Metrorail right-of-way along S.W. 1st Avenue, West, on the west side of the Metrorail guideway, in the Metrorail Brickell Station corridor between S.W. 7th Street and S.W. 15th Road (the "License Area"), and

WHEREAS, in August 2001, County agreed that Licensee could install, operate and maintain the Improvements in Metrorail right-of-way and executed an A.O. 8-5 Permit Agreement for same, wherein Licensee installed 2 distribution, 4 transmission and 6 guy, anchor and guy anchor poles plus all associated transmission, distribution, grounding and anchoring wiring and hardware in the "License Area", and

WHEREAS, County stipulated in the 2001-2002 Permit Agreement that Licensee place decoupling devices directly on the Metrorail guideway rails in order to measure possible excessive voltage to the guideway rails induced by Licensee's Improvements. From September 2001 through May 2002, Licensee monitored the electrical power surge mitigation equipment and in May 2002, its independent engineering firm produced its final report, "Negative Return Rail Voltage Monitoring at the Miami-Dade Transit Brickell Traction Power Substation Final Report" which concluded that actual induced voltages were below predicted and measurable levels and presented no hazard to County's MDT personnel or equipment, and

WHEREAS, County also stipulated in the 2001-2002 Permit Agreement that County and Licensee undertake an independent appraisal process to determine fair market value of the Improvements in License Area and that County undertake a

Specific Purpose Survey to determine the legal description and accompanying sketch of Licensee's Improvements, all of which were completed, and

WHEREAS, County and Licensee have executed continuous one-year Permit Agreements and renewals for the years 2001 through 2008 with Licensee compensating County fair market value from 2001 through the 2007-2008 term based on the independent appraisal, and

WHEREAS, in May 2003, the Improvements in the License Area located within the Rapid Transit Zone ("RTZ") were determined to be an approved use within the Fixed-Guideway Rapid Transit System-Development Zone pursuant to Chapter 33C by the Miami-Dade County Planning and Zoning Department and as such did not require approval by the Rapid Transit Development Impact Committee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. License Area.

The County hereby grants unto Licensee, and Licensee hereby accepts from the County, a License Agreement (the "Agreement") for long-term use by Licensee of that County-owned License Area, 5,332 square feet, located along S.W. 1st Avenue, West , along the west side of, and a part of, the County's Brickell Metrorail Station right-of-way between S.W. 7th Street and S.W. 15th Road, as shown in the Specific Purpose Survey more fully described in **Exhibit "A,"** attached hereto and made a part hereof, for an existing electrical distribution and 138kV transmission infrastructure, the Improvements, as more fully described in **Exhibit "A"** and **Exhibit "B,"** attached hereto and made a part hereof. Licensee is desirous of using License Area in the manner hereinafter set forth.

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2. **Term.**

The term of this Agreement shall be for a period of ninety (90) years and commence upon the Commencement Date.

3. **Terms Defined.**

The terms set forth below, when used in this Agreement, shall be defined as follows:

(a) "Agreement" shall mean this License Agreement.

(b) "Board" shall mean the Board of County Commissioners of Miami-Dade County, a political subdivision of the State of Florida.

(c) "Commencement Date" shall mean the date the last party has signed this Agreement after is has been formally approved by the Miami-Dade County Board of County Commissioners.

(d) "Construction Plans" shall mean final plans, drawings and specifications in the form and with sufficient detail as required to obtain a building permit for such Improvements.

(e) "County" or "Licensor" shall mean Miami-Dade County, a political subdivision of the State of Florida, whose contract administrator is Miami-Dade Transit, Joint Development and Leasing Section.

(f) "County Manager" shall mean the County Manager of Miami-Dade County, a political subdivision of the State of Florida, or his designee. If, during the lifetime of the Agreement, the position of County Manager is redefined and/or dissolved, the individual who is deemed head of the executive branch of Miami-Dade County government shall be authorized to have all rights, obligations and responsibilities that had been granted to the County Manager pursuant to the Agreement at the time the Agreement was executed.

(g) "FPL" or "Licensee" shall mean Florida Power & Light Company, user of the License Area.

(h) "FDOT" shall mean the State of Florida Department of Transportation.

(i) "FTA" shall mean the United States Federal Transit Administration.

(j) "Impositions" shall mean all ad valorem taxes, assessments and other governmental charges and assessments levied or assessed with respect to the License Area.

(k) "Improvements" or "Infrastructure" shall mean those FPL improvements mutually-agreed upon by the County and Licensee for the License Area.

(l) "Law and Ordinance" or "Laws and Ordinances" shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the License Area or the Improvements thereon.

(m) "License Agreement" shall mean this Agreement and all amendments, supplements and modifications thereof.

(n) "License Area" shall mean the land as described in **Exhibit "A"** attached hereto and made a part hereof. Licensee has had access to the License Area commencing on August 20, 2001 under a series of Permit Agreements.

(o) "Licensee" or "FPL" shall mean Florida Power & Light Company, the user of the License Area, on the date as of which this Agreement is made, or its successor to its interest under the Agreement.

(p) "License Year" shall mean the first partial year of the Agreement from Commencement Date through December 31, 2008, eighty-nine (89) separate and consecutive years of twelve (12) full calendar months from January 1 through December 31, 2009 through 2097, and one (1) final partial year from January 1, 2098 through August 20, 2098.

(q) "Licensor" shall mean "Miami-Dade County" or "County."

(r) "MDT" shall mean Miami-Dade Transit, an instrumentality of Miami-Dade County, a political subdivision of the State of Florida.

(s) "Metromover" shall mean County's fully-automated rubber-tired downtown people mover system in its entirety, operated by County, including all subsurface, surface and air rights.

(t) "Miami-Dade County" shall mean "County" or "Licensor."

(u) "Metrorail" shall mean County's third-rail Rapid Transit System in its entirety, operated by County, including all subsurface, surface and air rights.

(v) "Permit" shall mean any permit to be issued by the appropriate agency or person including but not limited to applicable permits for building construction, excavation, site work, paving, drainage, landscaping, lighting and the like.

(w) "Rapid Transit Zone" and ""RTZ" shall mean all Metrorail land area including surface, subsurface and pertinent air space designated by the Board, including the License Area, as defined in Chapter 33C of the Miami-Dade County Code and more specifically referred to in this Agreement or as may be expanded by present and future applicable Laws or Ordinances.

(x) "Rent" shall mean payment made by Licensee to County for access to the License Area in accordance with the Agreement.

(y) "Term" or "Term of this Agreement" or words of similar import shall mean the entire 90-year term of the Agreement. [Refer to (p) "License Year."]

(z) "Transit" shall mean Metrorail or Metromover, as applicable.

4. Rent.

4.1 2008 Rent: Payment of rent by Licensee to County for the first (1st) partial year through December 31, 2008 shall have the first (1st) month prorated from the expiration of the 2007-2008 Permit or August 20, 2008. Therefore, at an annual rental rate of $6,225.00, or $17.05 per day, rent for the 133-day period between August 20, 2008 through December 31, 2008 is $2,268.28 plus 7% Sales Tax $158.78 for a total partial first-year rental payment of $2,427.06. Partial final year 90 shall be calculated similarly. Refer to **Exhibit "C-1,"** attached hereto and made a part hereof.

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4.2 2009-2013 Rent with CPI: An economic price adjustment to annual rent using Consumer Price Indexes ("CPI") shall be calculated from January 2008 and January 2009 to determine percentage increase, if any, and applied to each year of the first (1st) 5-year period of the Term of the Agreement, or 2009-2013, wherein Licensee shall pay to County recalculated annual rent ("Rent") hereunder each January, plus applicable State of Florida sales tax. The 5-year adjustment will be equal to the compounded increase in the CPI published by the Bureau of Labor Statistics ("BLS"), U.S. Department of Labor for the following categories: United States, All Urban Consumers (CPI-U), All Items, Unadjusted. The base of the index for computation of the increase, if any, shall be the January of the year in which the Agreement commenced. If no publication is made for said month, the base shall be the last preceding month for which publication is made. The index for the same month shall be compared every five (5) years to determine the percentage increase and the resulting percentage shall be applied to the annual rent to be paid for the ensuing 5-year period. County shall advise Licensee in writing no later than the end of February, 2009 of any increase in the annual rent resulting from such computation, if any, and Licensee shall pay County the amount of such increase retroactively to the effective date thereof for the 1st year of this 5-year period or 2009 and annually thereafter within said 5-year period, or 2010-2013. If the CPI is discontinued or replaced, or if the items incorporated in the CPI are revised, an equitable adjustment will be made to result in developing a formula to be used to permit an annual adjustment to reflect any decline in the purchasing power of the annual rent called for in this Agreement. County's written notice to Licensee in the first year of each 5-year period shall be submitted to:

Florida Power & Light Company
Corporate Real Estate
Attention: Mr. Ignacio Sarmiento
4200 West Flagler Street
Miami, FL 33134
Phone 305-442-5282

Refer to **Exhibit "C-1"** and **Exhibit "C-2,"** attached hereto and made a part hereof.

4.3 2014-2098 Rent with CPI: Subsequent economic price adjustment to annual rent shall be similarly calculated in January of the beginning of each subsequent five (5) year term which shall be calculated against the previously-used January CPI index and applied to each of the 5-year periods of the Term of the Agreement thereafter. The 5-year adjustment will be equal to the compounded increase in the CPI published by the Bureau of Labor Statistics ("BLS"), U.S. Department of Labor for the following categories: United States, All Urban Consumers (CPI-U), All Items, Unadjusted. The base of the index for computation of the increase, if any, shall be the January of the year in which the Agreement commenced. If no publication is made for said month, the base shall be the last preceding month for which publication is made. The index for the same month shall be compared every five (5) years to determine the percentage increase and the resulting percentage shall be applied to the annual rent to be paid for the ensuing 5-year period. County shall advise Licensee in writing no later than the end of February at the beginning of each 5-year period of any increase in the annual rent resulting from such computation, if any, and Licensee shall pay County the amount of such increase retroactively to the effective date thereof for the 1st year of each 5-year period and annually thereafter within said 5-year period. If the CPI is discontinued or replaced, or if the items incorporated in the CPI are revised, an equitable adjustment will be made to result in developing a formula to be used to permit an annual adjustment to reflect any decline in the purchasing power of the annual rent called for in this Agreement. County's written notice to Licensee in the first year of each 5-year period shall be submitted to:

Florida Power & Light Company
Corporate Real Estate
Attention: Mr. Ignacio Sarmiento
4200 West Flagler Street
Miami, FL 33134
Phone 305-442-5282
Fax 305-529-6142

Refer to **Exhibit "C-1"** and **Exhibit "C-2,"** attached hereto and made a part hereof.

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4.4 Due: 2008 Rent is due upon Licensee's receipt of (a) the fully-executed and approved Agreement for the first partial year through December 31, 2008 and (b) a written invoice from the County for partial rent for said year. Thereafter, Licensee shall remit rent to the County within thirty (30) days written notice by the County to the Licensee in February of each subsequent 5-year period. Licensee shall pay annual rent thereafter for the remaining four (4) 12-month years of the 5-year period by January 5th of each of those 4 years. Rent will be considered late if received twenty (20) days after due date.

4.5 Checks: All rent payments shall be by check, made payable to "**Miami-Dade County**" and submitted or mailed to, as may be amended from time to time:

Miami-Dade Transit
Joint Development and Leasing
701 N.W. 1st Court, Suite 1700
Miami, Florida 33136-3922

4.6 Late Payments: In the event that any payment of rent due County from Licensee remains overdue for a period of twenty (20) calendar days after it is due, a late payment equal to five percent (5%) of the base amount overdue shall become immediately due and payable to County as liquidated damages. For every thirty (30) calendar-day period thereafter, an additional five percent (5%) payment on the unpaid balance, which includes the base and any and all late payments or fees due, shall become immediately due and payable to County as liquidated damages.

4.7 State of Florida Sales Tax: Throughout the Term of this Agreement should said sales tax increase or decrease, affecting the base annual rent, County shall revise the rent accordingly, notify Licensee in writing and Licensee shall make appropriate adjustments, if any, in its payment(s). Refer to **Exhibit "C-1,"** attached hereto and made a part hereof.

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5. **Use of License Area.**

5.1 Improvements: Licensee and County agree that the License Area will be used for Improvements consisting of Licensee's furnished, installed and maintained overhead electrical distribution and 138kV transmission infrastructure including poles, wiring and associated hardware and appurtenances for use between Licensee's two (2) electrical power substations, the FPL Miami Substation located at 122 S.W. 3rd Street and the FPL Simpson Substation located at 199 S.W. 14th Street. See Section 6, "Improvements."

5.2 Illegal Use: Licensee shall not knowingly use or permit the use of its installation for any illegal or other purpose not authorized by this Agreement.

5.3 Changes in Use of Land: Licensee shall make no alterations, upgrades, expansions and/or changes in the License Area without prior written consent of County, which consent shall not be unreasonably denied or withheld. Changes in License Area for routine maintenance or due to emergencies will not require the consent of the County. Licensee's "routine maintenance" is understood to include changing insulators, grounding and bonding maintenance, etc. Significant changes to use of land will require consent of County and an amendment to the Agreement, e.g. addition of 1 or more new pole(s) or line(s), deletion of 1 or more existing pole(s) or line(s), relocation of an existing pole or poles or wire alignment.

5.4 Non-Exclusivity: Agreement is non-exclusive and does not expressly or implicitly preclude County from issuance of other permits, license or lease agreements to any other person or entity. This Agreement in no way affects the right of County to authorize use of Metrorail corridor for other lawful purposes to other persons as it determines appropriate, as long as such use does not interfere with Licensee's use of the License Area.

5.5 No Property Rights: Agreement does not grant Licensee any right of property, nor shall County be compelled to maintain any of its property any longer than, or in any other fashion than in the County's judgment, its own business or needs may require.

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5.6 License Area of Critical Importance to County: County and Licensee recognize and acknowledge that the manner in which the License Area is developed, used and operated are matters of critical importance to County and the general welfare of the community. Licensee agrees that at all times during the term of this Agreement, Licensee shall use diligent efforts to protect the safety of the Transit system and to avoid any activities which may interfere with the County's Transit operations and maintenance.

5.7 The License Area shall not be used for the following:

(a) any unlawful or illegal business, use or purpose, or for any businesses, uses or purposes, which is/are at the discretion of the County based on County's good faith and determination, immoral, disreputable, hazardous, or constitutes a nuisance of any kind (public or private); or

(b) any purpose which violates the Certificates of Occupancy (or other similar approvals of applicable governmental authorities).

No covenant, agreement, conveyance or other instrument shall be effected or executed by Licensee, or any of its successors or assigns, whereby the License Area or any portion thereof is restricted by Licensee, or any successor in interest, upon the basis of race, color, religion, sex, sexual orientation or national origin in the use thereof. Licensee shall comply with all applicable federal, state and local laws, in effect from time to time, prohibiting discrimination or segregation in the use of the License Area.

6. **Improvements.**

6.1 Distribution Poles: Two (2) concrete distribution Pole Nos. D-1 and D-2 are located between S.W. 7th and 8th Streets on the east side of the westerly S.W. 1st Avenue, east of its sidewalk and west of the Metrorail Traction Power Substation. Pole tolerance shall meet or exceed 150 mph wind velocity. Elevations: 38 feet above ground, 7 feet subsurface. Refer to **Exhibit "B,"** attached herein and made a part hereof.

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6.2 Transmission Poles: Four (4) concrete transmission Pole Nos. 4, 5, 9 and 10 are located between S.W. 7th Street and former S.W. 14th Street, on the west side of the Transit system. Pole tolerance shall meet or exceed 150 mph wind velocity. Elevations: 38-77 feet above ground, 7-21 feet subsurface. Refer to **Exhibit "B,"** attached herein and made a part hereof.

6.3 Guy, Anchor and Stub Anchor Poles: Guy, anchor and stub anchor poles are located between S.W. 7th and 8th Streets and between former S.W. 14th Street and S.W. 15th Road. Refer to **Exhibit "B,"** attached herein and made a part hereof.

6.4 Wiring and Hardware: Associated wiring and hardware for transmission, distribution, guy, anchor and stub anchor poles are located between S.W. 7th Street and S.W. 15th Road. Refer to **Exhibit "A,"** attached herein and made a part hereof.

7. **Mandatory Pole Inspection.**

7.1 Age of Improvements: Licensee's 138kV electric infrastructure poles, wiring and associated hardware were installed August 2001 in the License Area, and became six (6) years old in August 2007. They will be seven (7) years old in August 2008. Refer to **Exhibit "D-1"** and **Exhibit "D-2,"** attached herein and made a part hereof.

7.2 Frequency:

(a) A mandatory baseline pole inspection test shall be performed by Licensee within thirty (30) days after Commencement Date of this Agreement to verify that poles and associated hardware are in good condition.

(b) Every six (6) years thereafter for the Term of the Agreement, a mandatory pole inspection shall be performed by Licensee by June 30th of that year. Refer to **Exhibit "D-1"** and **Exhibit "D-2"** attached hereto and made a part hereof.

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7.3 Methodology: Licensee shall use the methodology submitted to the Florida Public Service Commission ("PSC") in March 2007 as outlined in Order No. PSC-06-0198-E1 dated April 4, 2006. The PSC approved said methodology on November 20, 2007. Refer to **Exhibit "D-2"** attached hereto and made a part hereof.

7.4 Inspection Reports: Licensee shall submit a written pole inspection report to Miami-Dade Transit within sixty (60) days of the conclusion of the inspection to be performed by June 30th or by August 30th of the inspection year throughout the Term of the Agreement and submitted to the following:

Miami-Dade Transit
Chief, Engineering Infrastructure & Maintenance *(Note: nee "FESM")*
3300 N.W. 32nd Avenue
Miami, FL 33142

Miami-Dade Transit
Chief, Design and Engineering
701 N.W. 1st Court, Suite 1700
Miami, FL 33136-3922

Miami-Dade Transit
Joint Development and Leasing
701 N.W. 1st Court, Suite 1700
Miami, FL 33136-3922

8. Dangerous Liquids and Materials.

Licensee shall not permit any vehicle to carry flammable or combustible liquids into or onto the License Area within fifty (50) feet of the Transit system structure or guideway dripline during or following completion of any construction and shall prohibit the storage of any flammable or combustible liquid or dangerous or explosive materials in or on the License Area within fifty (50) feet of the Transit system structure or guideway dripline, provided that this restriction shall not apply to prevent the entry or parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion. Licensee shall not allow the manufacture of any such

flammable or combustible liquids or hazardous or dangerous materials in or on the License Area.

9. **Protection of Transit System.**

9.1 Measures: Licensee, at its sole cost and expense, shall take necessary and reasonable measures to protect the Transit infrastructure from damage resulting from the use of the License Area by the Licensee, its employees, invitees, or any other persons entering the License Area in connection with this Agreement. If County determines that measures are applicable, Licensee shall prepare a written plan detailing the measures to be taken by Licensee to ensure this protection and submit same to the County for its approval. Failure to comply may result in Termination of this Agreement.

9.2 Protection of Transit System: Licensee shall take all necessary and reasonable measures to protect Metrorail system operations and the corridor resulting from Licensee's use of the License Area including but not limited to damage caused by Licensee-owned and controlled vehicles, invitees and employees entering the License Area.

9.3 County Cost Damage Reimbursement: Licensee shall be responsible for reimbursing County for any and all costs incurred by County as a result of the negligence of Licensee, which includes, but not limited to, any displacement, damage or destruction caused by Licensee or its Improvements to Transit real property, property, equipment and/or structures. Damages include anything associated with intentional or accidental failure of the poles, conductors or any component of the 138kV system. Licensee shall pay all such costs within thirty (30) days upon date of written County invoicing.

9.4 Emergency Affecting Public Safety: Upon a finding by the MDT Director or his designee that the Licensee's installation or use poses an emergency or risk to the safety of the Transit system, its passengers, its employees or its guests, the MDT Director or his designee may, at his sole and absolute discretion, require the Licensee to

immediately de-energize the electrical power and/or remove any part of the Licensee's distribution and transmission system. If the de-energizing is to last more than twenty-four (24) hours, mutual agreement between County and Licensee is required.

The 24-hour emergency contact telephone numbers of Transit and FPL are:

MIAMI-DADE TRANSIT "CENTRAL CONTROL".....305-375-3938

FPL"TROUBLE OFFICE".....305-626-7581

10. Request to Modify Improvements.

If required by Licensee, Licensee may make a written request to County to enhance, upgrade or modify existing Improvements. Licensee shall submit a written scope of work, ten (10) sets of preliminary Construction Plans, drawings and specifications, and text describing any potential impact to the Transit system and the proposed appropriate mitigation, if any. Upon receipt of the complete package described above, County shall review same, require Licensee to meet with County's engineering and safety staff to explain said modifications and shall, within thirty (30) business days after said meeting, advise Licensee in writing of its approval or disapproval, setting forth in detail its reason for any disapproval. After approval by County of the Construction Plans, Licensee shall have the right to make minor changes therein which do not substantially or materially alter the Construction Plans as approved. In the event of disapproval, Licensee shall, within sixty (60) business days after the date Licensee receives such disapproval make those changes to the Construction Plans reasonably necessary to meet County's stated grounds for disapproval and shall resubmit such altered plans to County. Any resubmission shall be subject to review and approval by County in accordance with the procedures hereinabove provided for original submission, until the same shall receive final approval by County. County and Licensee shall in good faith attempt to resolve any

disputes regarding the Construction Plans. Licensee shall not make application for a building permit for any modification to the Improvements until County has approved the Construction Plans. The requirements of this paragraph are not applicable in like-for-like maintenance or repairs to Licensee facilities, or for enhancements, modifications or upgrades made by Licensee in preparation for or for repairs after storms.

11. <u>County's Rights as Sovereign.</u>

It is expressly understood that notwithstanding any provision of this Agreement and County's status hereunder:

11.1 Miami-Dade County retains all of its sovereign prerogatives and rights as a county under State of Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for buildings, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the Improvements provided for in this Agreement, and

11.2 County is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the Improvements provided for in this Agreement.

12. <u>Conformity of Plans.</u>

Construction Plans and all work by Licensee with respect to the License Area and to Licensee's construction of modification to the Improvements thereon shall be in conformity with this Agreement, applicable building codes, and all other applicable federal, state, county and local laws and regulations.

13. <u>Licensee's Obligations.</u>

County's approval of any of the Construction Plans shall not relieve Licensee of its obligations under law to file such plans with any department of Miami-Dade County

or any other governmental authority having jurisdiction over the issuance of building or any other permits required by law and to take such steps as are necessary to obtain the issuance of such permits. Licensee acknowledges that any approval given by County, acting as Licensor hereunder, shall not constitute an opinion or agreement by County that the plans are structurally sufficient or in compliance with any Laws or Ordinances or codes or other applicable regulations, and no such approval shall impose any liability upon County as Licensor hereunder. Licensee shall provide to MDT Transit Engineering an "as built" set of Construction Plans for any Improvements constructed on the License Area by Licensee within thirty (30) days after commencement of this Agreement.

14. Cost of Improvements.

Licensee shall be responsible for any and all costs or expenses associated with Licensee's Improvements in the License Area.

15. Safety and Security.

It is expressly understood that Licensee is solely responsible for the personal safety of its employees and invitees in connection with this License Agreement as well as any and all equipment and/or personal property installed or brought into the Leased Area. The County shall not in any way assume responsibility for the personal safety of such persons, equipment, or personal property in case of loss, theft, damage, or any other type of casualty which may occur. Licensee shall provide additional security, if any, at its sole cost and expense to insure the personal safety of its employees, agents and invitees, as well as to protect any personal property in the License Area. Licensee acknowledges and accepts full and sole responsibility for the security and its employees, agents and invitees and its property in the License Area.

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16. **Repairs and Maintenance of License Area.**

Throughout the term of this Agreement, Licensee, at its sole cost and expense, shall keep FPL Improvements in the License Area in good order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Licensee. All repairs made by Licensee shall be at least similar or equal in quality and class to the original work, ordinary wear and tear excepted. County, at its option, and after thirty (30) days' written notice to Licensee, may perform any maintenance or repairs required of Licensee hereunder which have not been performed by Licensee following the notice described above and may seek reasonable costs and expenses. Licensee to remove graffiti on poles as soon as practical. Licensee shall be cognizant of accessibility issues when/if using barricades in sidewalk area while performing maintenance and repairs.

17. **Right of Entry and Inspection of License Area.**

County, or any of its agents, retains its right to enter the License Area on a regular basis, during all hours, to examine, inspect, repair, and/or maintain any part of the Transit system. Such entry shall not unreasonably disturb the Licensee thereof. However, it is hereby agreed and understood that safety, maintenance, revenue service and operation of the Transit system is paramount and will take precedence over any other activity in the License Area.

18. **Licensee Personnel in License Area.**

Licensee is solely responsible for work of its contractors, subcontractors, independent contractors and any other person or entity performing work in the License Area. All personnel utilized by Licensee shall possess documentation providing the individual's name, employer's phone number and Licensee's name. Only licensed, certified or registered contractors are authorized to perform Licensee's work in the License Area.

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19. **Location/Relocation.**

County reserves the right to request that Licensee relocate the pole(s) if County or MDT deems it necessary to use, build or access any part of the Metrorail/Metromover system. County shall be responsible for pro-rated compensation costs associated with location or relocation of Improvements within or outside of License Area. Licensee will relocate when an alternative route can be secured by Licensee. Said pole(s) shall be removed within two (2) years of receipt of written notice from County requiring removal of the pole(s). Failure on the part of Licensee to completely remove said pole(s) within the time period specified shall result in Miami-Dade County's ability to seek injunctive relief requiring the dismantling and/or removal of said pole(s). In the event, Miami-Dade County obtains said injunctive relief, Miami-Dade County shall be entitled to recover from Licensee all reasonable attorney's fees and court costs.

20. **Obligation for Impositions.**

Licensee shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto, all Impositions which at any time during the term of this Agreement have been, or which may become, a lien on the License Area, or any part thereof, or any appurtenance thereto, excluding, however, any real estate taxes, sales tax, ad valorem tax or similar Imposition assessed, levied, confirmed, imposed upon or becoming a lien upon any part of the License Area reserved in this Agreement for the exclusive use of County, if any.

21. **Indemnification.**

Licensee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arising out of , relating to or

resulting from this Agreement for acts and/or omissions by the Licensee or its employees, agents, servants, partners, p4rincipals or subcontractors, but excepting liability, losses or damages to the extent caused by the negligence of the County and its officers, employees, agents and instrumentalities. The Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all cost, judgments, and attorney's fees which may issue thereon. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

22. Insurance.

County and Licensee hereby agree that the terms and provisions governing the insurance required pursuant to this Agreement are contained in **Exhibit "E,"** attached hereto and made a part hereof.

23. Health Insurance Portability and Accountability Act (HIPAA).

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

(a) Use of information only for performing services required by the contract or as required by law;

(b) Use of appropriate safeguards to prevent non-permitted disclosures;

(c) Reporting to Miami-Dade County of any non-permitted use or disclosure;

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(d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

(e) Making Protected Health Information (PHI) available to the customer;

(f) Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

(g) Making PHI available to Miami-Dade County for an accounting of disclosures; and

(h) Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

24. <u>Laws, Regulations and Permits.</u>

Licensee shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county or municipal governments. Licensee shall, upon request, provide proof of compliance with all applicable required licenses, permits and other legal requirements for its operations hereunder. Throughout the term of this Agreement, Licensee, at Licensee's sole cost and expense, shall comply with all applicable Laws and Ordinances.

25. <u>Assignment.</u>

Licensee is not entitled to assign this Agreement or any portion thereof except to (a) an affiliate or to (b) a Federal Energy Regulatory Commission-approved (FERC) entity which may, in the future, own the subject electric facilities in the License Area and (c) only with a written request on the part of the Licensee to the County Manager

and (d) only with the prior written consent of the County Manager which consent shall not be unreasonably withheld.

26. Surrender of License Area.

Upon expiration or other termination of this Agreement, Licensee shall immediately surrender possession of the License Area, subject to Licensee's right to remove its personal property and trade fixtures, to County in substantially the condition in which Licensee is required to maintain the License Area except for reasonable wear and tear. If, after ten (10) days following expiration or termination, Licensee fails to repair or replace any damage to the License Area caused by Licensee, its agents, employees or invitees, County may, at its option, cause all required maintenance, repairs or replacements to be made. Licensee shall promptly pay County all costs incurred.

27. Event(s) of Default.

The following provisions shall apply if any one or more of the following "Event(s) of Default of Licensee" shall happen:

(a) If default be made in the due and punctual payment of any rents, revenues, or other monies payable to County under this Agreement or any part thereof when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from County to Licensee; or

(b) If default shall be made by Licensee in keeping, observing or performing any of the terms contained in this Agreement, excepting the obligation to pay rents, revenues, or other monies due County, and such default shall continue for a period of thirty (30) days after written notice thereof from County to Licensee, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30), Licensee fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith, to pursue curing said default.

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28. **Failure to Cure Default.**

(a) If an Event of Default on the part of the Licensee shall occur, County shall give written notice to Licensee and to any other parties entitled to such notice, specifying such Event(s) of Default and stating that this Agreement and the term herein shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, during which time Licensee shall have the right to cure such default, and upon the date specified in such notice, this Agreement and the term herein and all rights of Licensee under this Agreement shall expire and terminate.

(b) If an Event of Default on the part of Licensee shall occur, then County at any time after the periods for exercise of rights as set forth herein shall have the following rights and remedies which are cumulative:

(i) In addition to any and all other remedies, in law or in equity, that County may have against Licensee, County shall be entitled to sue Licensee for all damages, costs and expenses arising from Licensee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels.

(ii) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of the Agreement.

(iii) To terminate any and all obligations that County may have under this Agreement, in which event County shall be released and relieved from any and all liability under the Agreement.

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29. **Consent of County.**

Whenever in this Agreement the consent or approval of County is required, such consent or approval:

(a) Shall be made by the County Manager, his designee or his successor on behalf of the County;

(b) Shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from Licensee;

(c) Shall not be effective unless it is in writing;

(d) Shall apply only to the specific act or transaction so approved or consented to and shall not relieve Licensee of the obligation of obtaining County's prior written consent or approval to any future similar act or transaction.

30. **Termination.**

County reserves the right to terminate the Agreement at any time without cause, upon two (2) years' written notice to Licensee if County determines that the License Area is needed by any department of Miami-Dade County for any reason or an alternate route has been placed in service by Licensee. Upon written notice of termination of Agreement by County or by August 20, 2096, whichever is sooner, Licensee will actively pursue alternate routes for its transmission lines. Licensee's transmission lines will be removed once an alternate route has been placed in service. County will cooperate in locating an alternate route for Licensee. Failure on the part of Licensee to completely remove said pole(s) within the time period specified shall result in Miami-Dade County's ability to seek injunctive relief requiring the dismantling and/or removal of said pole(s). In the event, Miami-Dade County obtains said injunctive relief, Miami-Dade County shall be entitled to recover from Licensee all reasonable attorney's fees and court costs.

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31. <u>Notices.</u>

It is understood and agreed between County and Licensee that written notice, addressed as follows, shall be delivered or sent by facsimile or United States Postal Service mail to:

COUNTY	**Miami-Dade County** **% Miami-Dade Transit** **Joint Development and Leasing** **701 N.W. 1st Court, Suite 1700** **Miami, Florida 33136-3922** **Phone 786-469-5330** **FAX 786-469-5578**
LICENSEE	**Florida Power & Light Company** **Corporate Real Estate** **Attention: Director of Corporate Real Estate** **700 Universe Boulevard Second FL** **Juno Beach, FL 33408**
with copy to:	**Florida Power & Light Company** **Corporate Real Estate** **Attention: Mr. Ignacio Sarmiento** **Senior ROW Representative** **4200 West Flagler Street** **Miami, FL 33134** **Phone 305-442-5282** **FAX 305-529-6142**

and shall constitute sufficient notice to both parties to comply with the terms of this Agreement. Notices provided in this section shall include all notices required in this Agreement or required by law. Either party may, by notice given as aforesaid, change its address and/or addressee for all subsequent notices as either party may, from time to time, designate by written notice to the other party. If either party, at any time during the term hereof, changes its office address as herein stated, said party will promptly give notice of same in writing to the other party.

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32. Quiet Enjoyment.

Licensee, upon paying Rent herein provided for and performing the terms, agreements and provisions of this Agreement on Licensee's part, shall peaceably and quietly have, hold and enjoy the License Area during the term of this Agreement without interruption, disturbance, hindrance or molestation by County or by anyone claiming by, through or under the County.

33. Federal Provisions.

Licensee shall comply with applicable Federal Provisions required pursuant to this Agreement as contained in **Exhibit "F,"** attached hereto and made a part hereof. In the even of conflict between the terms and provisions in **Exhibit "F"** and this Agreement, the terms and provisions in this Agreement will control.

34. Secretary's Certificate.

Licensee's Secretary shall produce an original Secretary's Certificate certifying as to who is authorized and specifically empowered by Licensee's Board to execute any documents conveying or accepting any kind of interest in real property on behalf of Licensee. Refer to **Exhibit "G,"** attached hereto and made a part hereof.

35. Business Entity Affidavits.

35.1 Licensee must complete and submit County's Business Entity Affidavit documents, the forms for which are herein contained in **Exhibit "H,"** attached hereto and made a part hereof. Publicly-Traded Corporations are exempt from I (Ownership Disclosure) and II (Employment Disclosure) and may waive VI (Collection of Taxes, Fees and Parking Tickets).

35.2 In order to be exempt from I and II, Licensee must submit the following information on letterhead, which must be signed by the Director of Corporate Real Estate and shall become part of **Exhibit "I,"** attached hereto and made a part hereof:

(a) Statement that Florida Power & Light Company, Inc. is a Publicly Traded Corporation

(b) Name of stock exchange market

(c) Symbol where registered

35.3 In order to waive VI, Licensee must submit on letterhead, and signed by the Director of Corporate Real Estate, a statement to the effect that Florida Power & Light Company, Inc. is a Publicly Traded Corporation and has ascertained that submission of information for "Collection of Taxes, Fees and Parking Tickets" is non-applicable and shall become part of **Exhibit "I,"** attached hereto and made a part hereof.

36. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto with respect to the License Area and shall not be modified or amended in any manner except by an instrument in writing agreed to and executed by the parties hereto. All prior understandings and agreements heretofore had between the parties with respect to this Agreement are merged into this Agreement which alone fully and completely expresses the understandings of the parties.

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IN WITNESS WHEREOF, County and Licensee have each caused this Agreement to be executed by their duly authorized representatives all on the day and year first hereinabove written after approval by the Miami-Dade County Board of County Commissioners.

COUNTY OR LICENSOR

MIAMI-DADE COUNTY, a political subdivision of the State of Florida
BY ITS BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Harvey Ruvin, Clerk

By:_____

Deputy Clerk

By: _____
(signature)
For: County Manager

Date Executed: _____

Approved by the County's Attorney's Office as to form and legal sufficiency BZ.

LICENSEE

FLORIDA POWER & LIGHT COMPANY
a for-profit investor-owned public Florida utility corporation

CORPORATE SEAL

By: J. A. Keener
(signature)

Title: V.P. TRANSMISSION AND Substation
(print)

Date executed: April 1st, 2008

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared JIM KEENER, an Officer on behalf of Florida Power & Light Company, who acknowledged before me that s/he executed the foregoing instrument on behalf of Florida Power & Light Company.

WITNESS my hand and official seal this 1ST day of April, 2008.

NOTARY PUBLIC STATE OF FLORIDA
CARLOS MEGIAS
MY COMMISSION # DD524131
EXPIRES: Mar. 1, 2010
(407) 398-0153 Florida Notary Service.com

Carlos Megias

NOTARY PUBLIC

My Commission Expires:

(NOTARY SEAL)

EXHIBIT "A"

SPECIFIC PURPOSE SURVEY

Legal Description and Sketch of License Area

SPECIFIC PURPOSE SURVEY FOR:

MIAMI-DADE COUNTY
MIAMI-DADE TRANSIT
FPL TRANSMISSION AND DISTRIBUTION EASEMENT AT BRICKELL METRORAIL STATION

GENERAL NOTES:

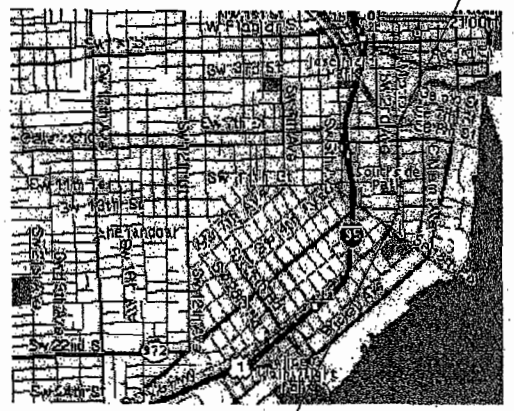
1.) THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF LOCATING AND IDENTIFYING AREAS OF OCCUPATION BY FLORIDA POWER AND LIGHT, INSIDE THE METRORAIL R/W IN THE AREA BETWEEN S.W. 15TH ROAD AND S.W. 7TH STREET, AT THE BRICKELL METRORAIL STATION. THIS SURVEY MAY BE RECORDED AS ONE EASEMENT WITH MULTIPLE PARTS AND ONE DOCUMENT PER PROJECT MANAGER FOR MIAMI-DADE TRANSIT.

2.) ALL R/W INFORMATION SHOWN ON THESE SKETCHES IS BASED ON THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSIT GROUP FOR METROPOLITAN DADE COUNTY. SAID MAP IS RECORDED IN ROAD ROW BOOK NO. PB 124, PAGE 20.

3.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ABOVE REFERENCED MAP, USING A BEARING OF N 02° - 20' - 45" W ALONG THE BASELINE OF SURVEY BETWEEN STATION 56+97.16 AND STATION 71+51.49.

4.) ALL WORK SHOWN IS BASED ON A TOPOGRAPHIC AND R/W SURVEY PERFORMED IN SUCH A MANNER, THAT IT MEETS OR EXCEEDS, MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 61G17-6 OF THE F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.

5.) ALL HORIZONTAL WORK SHOWN IS BASED ON THE ABOVE REFERENCED MAP. ALL VERTICAL WORK IS BASED ON 1929 N.G.V.D.



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SHEET NO.	SHEET DESCRIPTION
1.	COVER
2.	KEYMAP
3.	GUY ANCHOR 3(P)
4.	TRANS-POLE NOS. 4 & 5
5.	TRANS-POLE NOS. 6, 7, AND 8
6.	TRANS-POLE NO. 9
7.	TRANS-POLE NO. 10
8.	DIST-POLES NOS. 1 & 2
9.	LEGAL DESCRIPTION FOR EASEMENT PARTS I (3P) AND II (4)
10.	LEGAL DESCRIPTION FOR EASEMENT PARTS III (5) AND IV (9)
11.	LEGAL DESCRIPTION FOR EASEMENT PARTS V (10) AND VI (DP-1 & DP-2)
12.	DETAILS

LEGEND

- R/W LINE
- O.H.E. LINE
- METRORAIL COLUMN
- LIGHT POLE
- GUY ANCHOR
- ELECTRIC MANHOLE
- TRANS-POLE — TRANSMISSION POLE
- DIST-POLE — DISTRIBUTION POLE

I HEREBY CERTIFY THAT WORK SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT SAID SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR THIS TYPE OF SURVEY AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.

07/06/04

ROBERT J. WELLS, PLS — DATE

FLORIDA REGISTERED LAND SURVEYOR NO. 5214

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.W.
DATE:	06/09/04

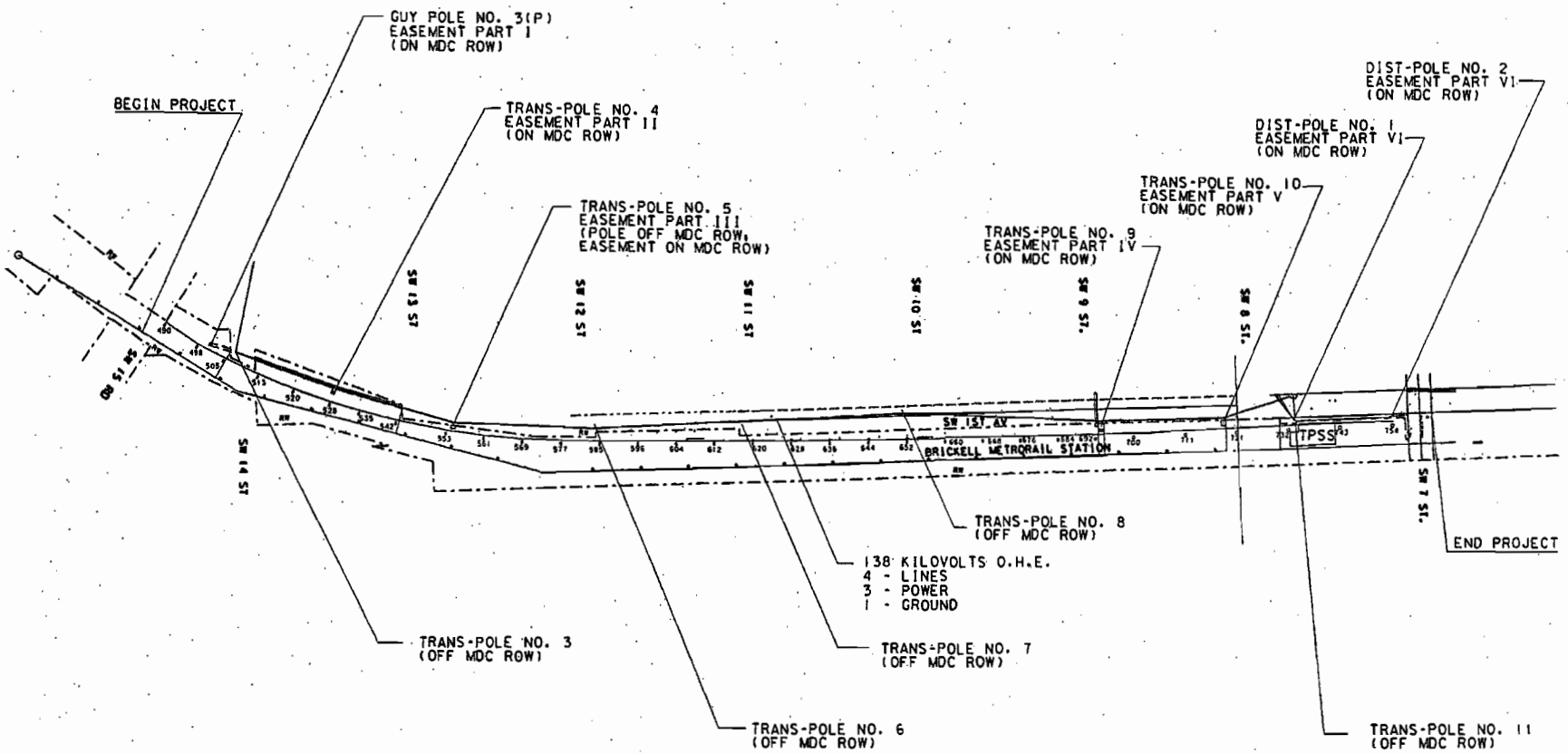
BEISWENGER, HOCH AND ASSOCIATES, INC.
190 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6290

FPL TRANSMISSION AND DISTRIBUTION EASEMENT AT BRICKELL METRORAIL STATION

SHEET NO. 1 OF 12

KEYMAP

NORTH
N.T.S.



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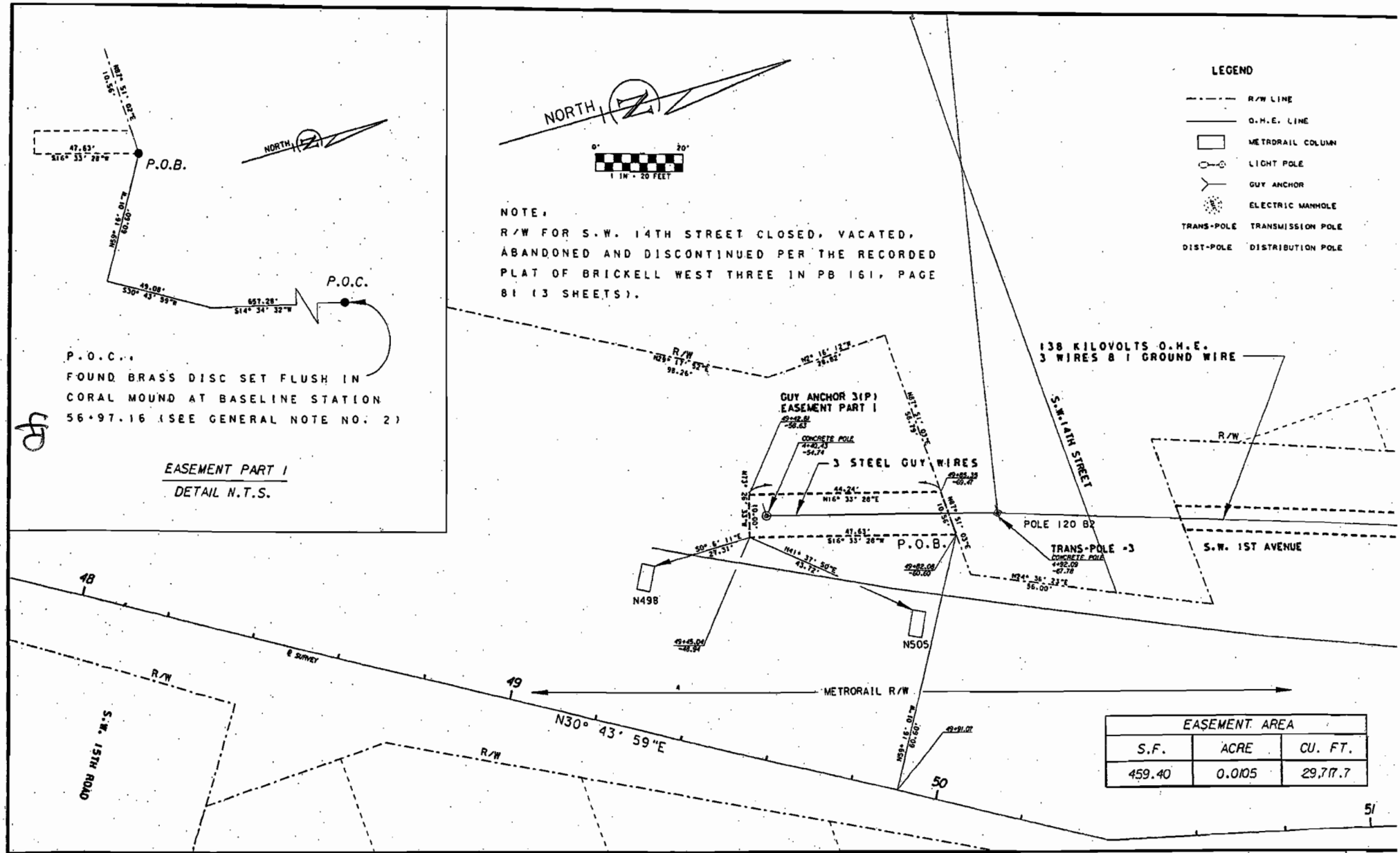
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.M.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 940-6290

KEYMAP

SHEET NO. 2 OF 12



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.N.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1550 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6290

GUY ANCHOR 3(P), 120 B2
EASEMENT PART I

SHEET NO. 3 OF 12

07/09/2004 08:23:48 AM H:\survey\Dade_County\FPL_Br-MR_Sta\easmt01.dgn

P.O.C.:
FOUND BRASS DISC SET FLUSH
IN CORAL MOUND AT BASELINE
STATION 56+97.16 (SEE GENERAL
NOTE NO. 2)

EASEMENT PART II
DETAIL N.T.S.

NORTH

1 IN = 40 FEET

LEGEND

- R/W LINE
- O.H.E. LINE
- METRORAIL COLUMN
- LIGHT POLE
- GUY ANCHOR
- ELECTRIC MANHOLE
- TRANS-POLE TRANSMISSION POLE
- DIST-POLE DISTRIBUTION POLE

S.W. 14TH STREET
S.W. 13TH STREET
CORAL WAY
S.W. 1ST AVENUE
GUY ANCHOR #3(P)
TRANS-POLE #3
TRANS-POLE #4 EASEMENT PART II
TRANS-POLE #5 EASEMENT PART III
138 KILOVOLT O.H.E. 3 WIRES & 1 GROUND WIRE
WEST FACE OUTSIDE OF METRORAIL GUIDEWAY
P.O.B.
N505
N513
N520
N528
N535
N542
N553
N561

P.O.C.:
FOUND BRASS DISC SET FLUSH
IN CORAL MOUND AT BASELINE
STATION 56+97.16 (SEE GENERAL
NOTE NO. 2)

EASEMENT PART III
DETAIL N.T.S.

EASEMENT AREA			
PART	S.F.	ACRE	CU. FT.
II	1,977.86	0.0450	178,007.4
III	60.00	0.0014	5,700.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
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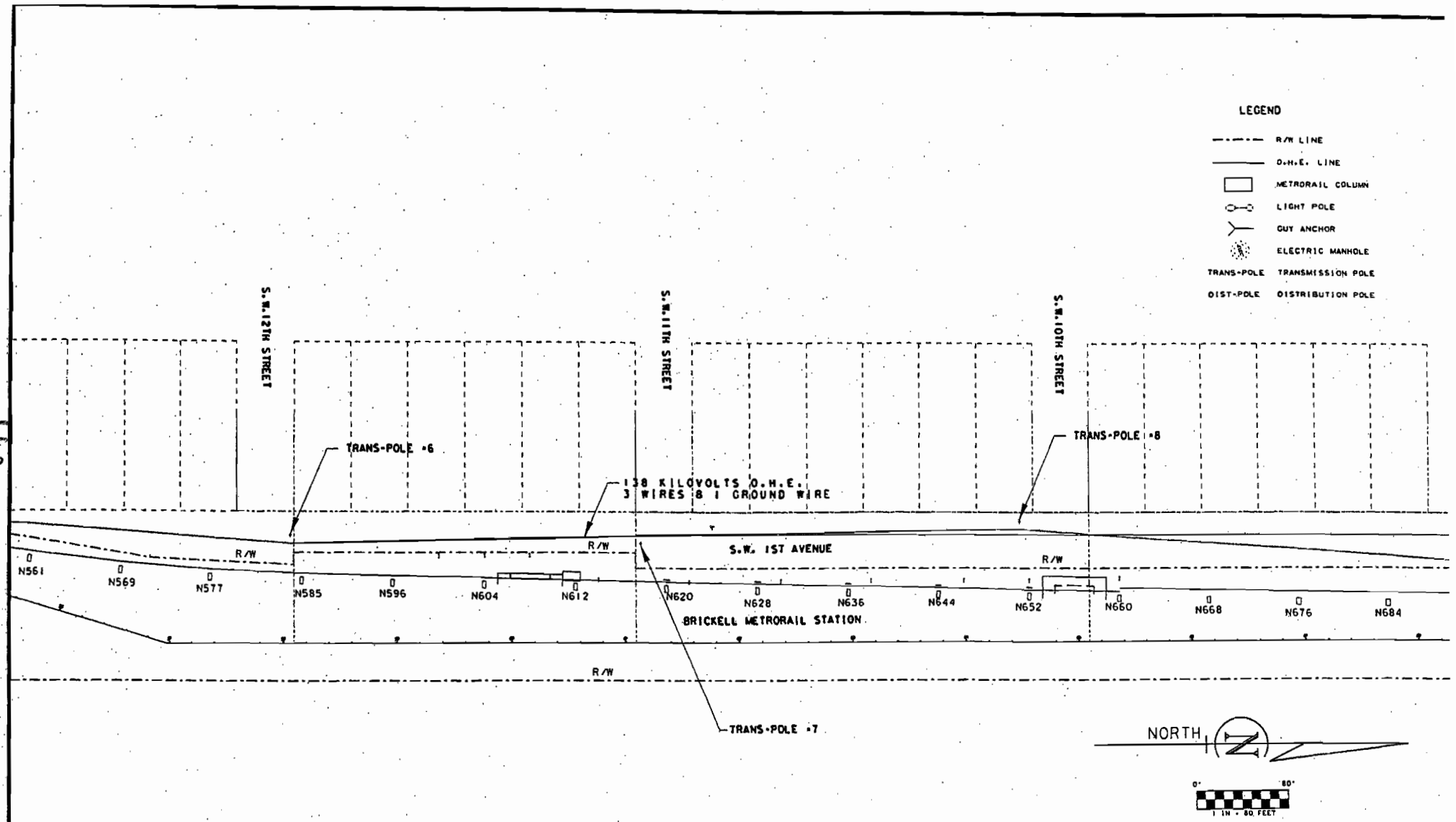
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1190 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 940-6250

TRANS-POLE No. 4, 120 B4
TRANS-POLE No. 5, 120 B5
EASEMENT PARTS II AND III

SHEET NO. 4 OF 12



42

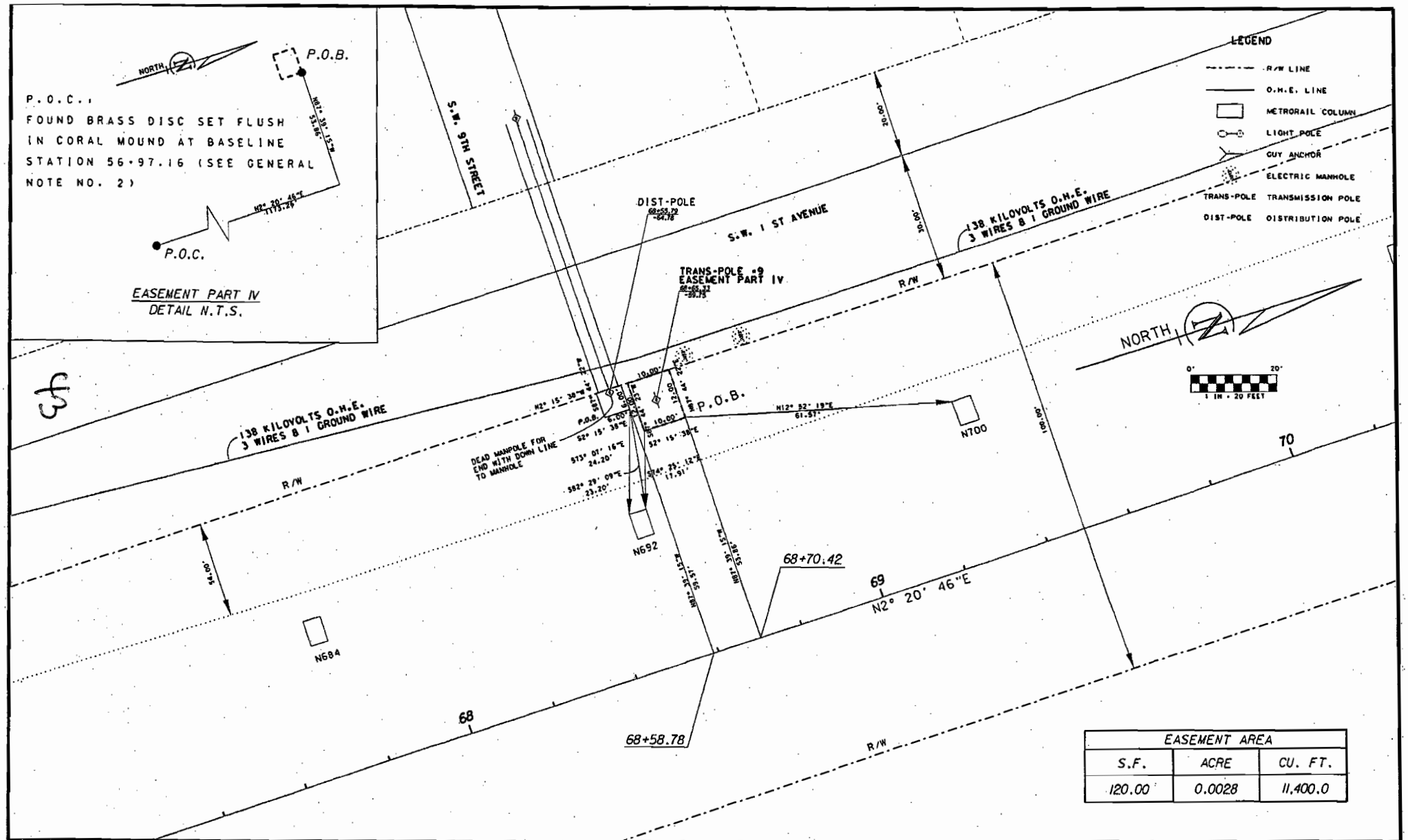
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.M.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6250

TRANS-POLE Nos. 6, 7 AND 8
(120 B6, 120 B7, 120 B8)

SHEET NO.
5 OF 1



EASEMENT AREA		
S.F.	ACRE	CU. FT.
120.00	0.0028	11,400.0

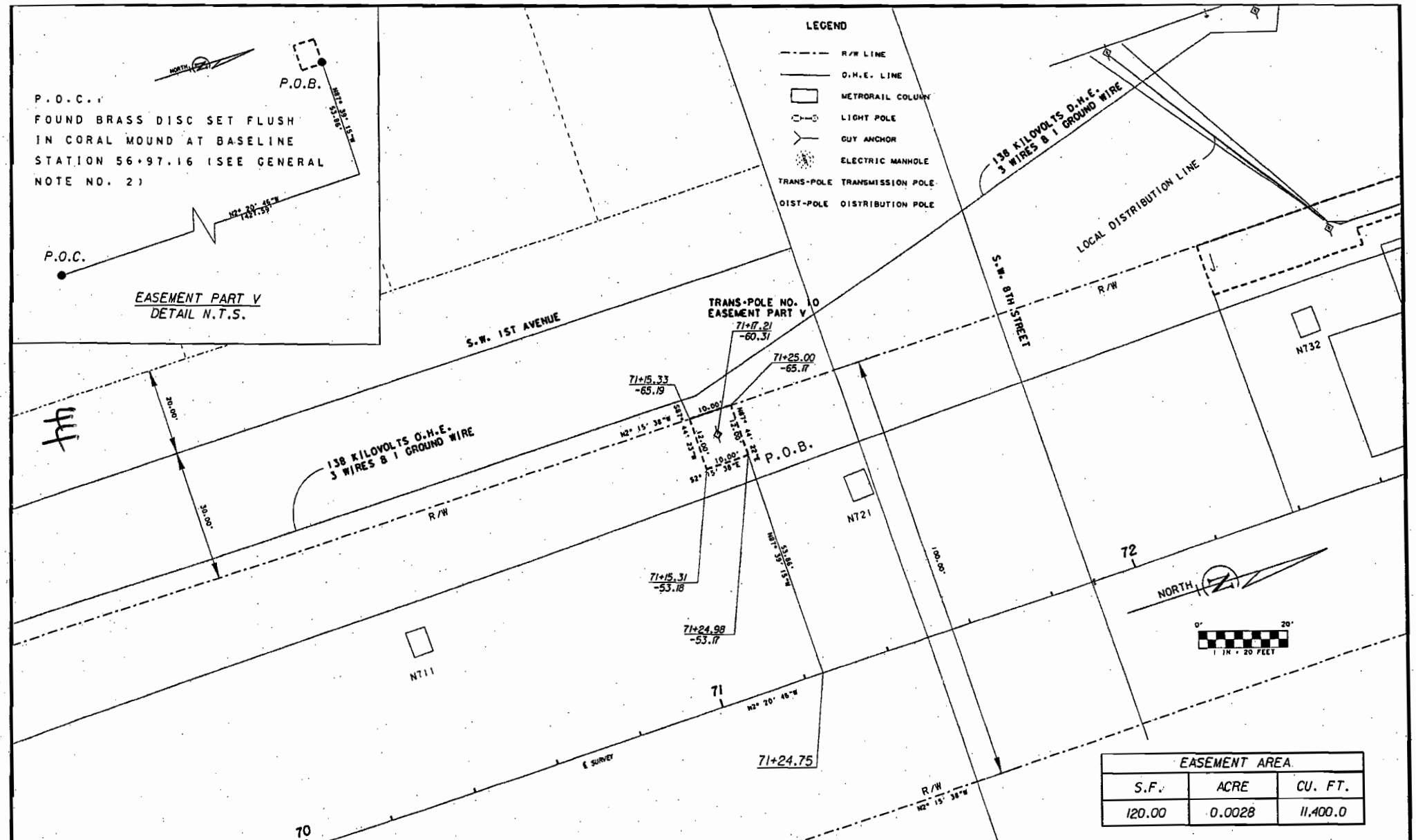
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.N.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 940-5290

TRANS-POLE No. 9, 120 B9
EASEMENT PART IV

SHEET NO.
6 OF 12



EASEMENT AREA		
S.F.	ACRE	CU. FT.
120.00	0.0028	11,400.0

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
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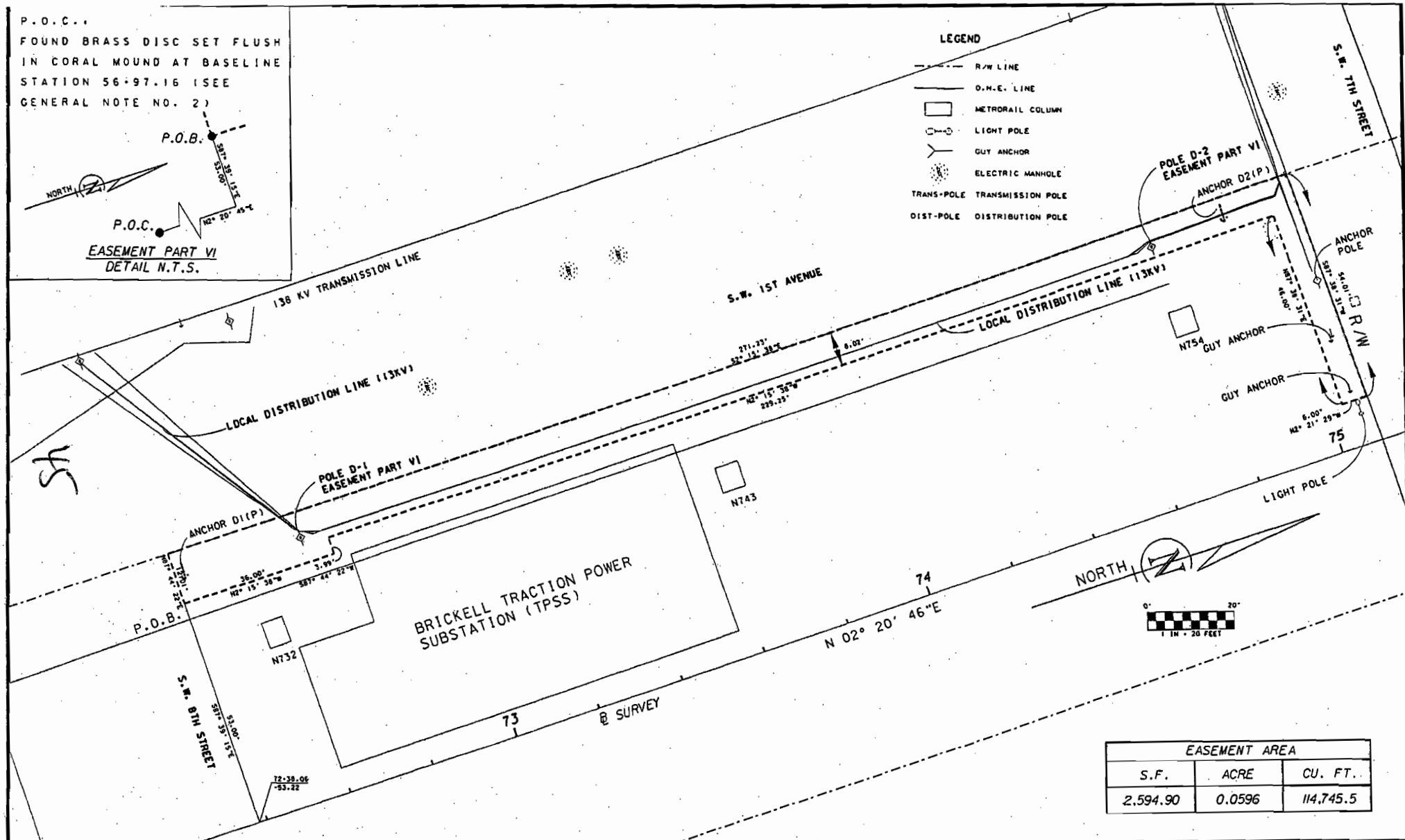
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6290

TRANS-POLE No. 10, 120 B10
EASEMENT PART V

SHEET NO.
7 OF 12



EASEMENT AREA		
S.F.	ACRE	CU. FT.
2,594.90	0.0596	114,745.5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
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DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1190 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6290

DIST-POLE Nos. 1 & 2
EASEMENT PART VI

SHEET NO.
8 OF 12

EASEMENT PART I FOR GUY ANCHOR POLE No. 3(P). 120 B2:

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES. FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED. HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 39 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980. THENCE SOUTHERLY ALONG SAID BASELINE SOUTH 14° - 34' - 32" WEST, A DISTANCE OF 657.28 FEET TO A POINT, THENCE SOUTH 30° - 43' - 59" WEST, A DISTANCE OF 49.08 FEET, TO A POINT;THENCE LEAVING SAID BASELINE ON A PERPENDICULAR COURSE, NORTH 59° - 16' - 01" WEST, A DISTANCE OF 60.60 FEET TO TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE SOUTH 16° - 33' - 28" WEST, A DISTANCE OF 47.63 FEET; THENCE NORTH 73° - 26' - 33" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 16° - 33' - 28" EAST, A DISTANCE OF 44.24 FEET; THENCE NORTH 87° - 51' - 03" EAST, A DISTANCE OF 10.56 FEET, TO THE POINT OF BEGINNING. THE EASEMENT BEGINS AT AN ELEVATION OF MINUS 4.9 TO AN ELEVATION OF MINUS 10.2 FEET AT THE RIGHT OF WAY LINE, ALONG THE BOTTOM, AND FROM AN ELEVATION OF PLUS 20.1 FEET TO AN ELEVATION OF 73.9 AT THE RIGHT OF WAY LINE, N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 459.4 SQUARE FEET /0.0105 ACRES HORIZONTALLY AND 29,717.7 CUBIC FEET IN TOTAL.

TOGETHER WITH:

(REFERENCE SHEET 3)

EASEMENT PART II FOR TRANS-POLE No. 4. 120 B4:

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES. FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED. HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 39 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980. THENCE SOUTHERLY ALONG SAID BASELINE SOUTH 14° - 34' - 32" WEST, A DISTANCE OF 316.94 FEET TO A POINT, THENCE LEAVING SAID BASELINE ON A PERPENDICULAR COURSE, NORTH 75° - 25' - 28" WEST, A DISTANCE OF 53.56' FEET TO TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE SOUTH 15° - 40' - 49" WEST, A DISTANCE OF 141.68 FEET; THENCE SOUTH 68° - 41' - 14" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 21° - 18' - 46" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 68° - 41' - 14" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 16° - 09' - 46" WEST, A DISTANCE OF 167.59 FEET; THENCE SOUTH 87° - 51' - 02" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 19° - 01' - 33" EAST, A DISTANCE OF 171.99 FEET; THENCE NORTH 15° - 47' - 16" EAST, A DISTANCE OF 141.25 FEET; THENCE NORTH 87° - 48' - 07" EAST, A DISTANCE OF 6.00 FEET, TO THE POINT OF BEGINNING.

THE EASEMENT BEGINS AT AN ELEVATION OF MINUS 0.4 TO AN ELEVATION OF 89.6 N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 1,977.86 SQUARE FEET /0.045 ACRES HORIZONTALLY AND 178,007.4 CUBIC FEET IN TOTAL.

TOGETHER WITH:

LEGAL DESCRIPTION FOR EASEMENT PART III CONTINUE ON NEXT PAGE.

(REFERENCE SHEET 4)

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.W.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6250

LEGAL DESCRIPTION FOR EASEMENT PARTS I AND II

EASEMENT PART III FOR TRANS-POLE No. 5, 120 B5:

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES, FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED, HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 39 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980, THENCE SOUTHERLY ALONG SAID BASELINE SOUTH 14° - 34' - 32" WEST, A DISTANCE OF 209.30 FEET TO A POINT, THENCE LEAVING SAID BASELINE ON A PERPENDICULAR COURSE, NORTH 75° - 25' - 28" WEST, A DISTANCE OF 40.73 FEET TO TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE NORTH 82° - 35' - 48" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 07° - 24' - 12" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 82° - 35' - 48" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 07° - 24' - 12" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING THE EASEMENT BEGINS AT AN ELEVATION OF MINUS 2.2 TO AN ELEVATION OF 78.6 FEET ABOVE SEA LEVEL 1929 N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 60 SQUARE FEET /0.0014 ACRES HORIZONTALLY AND 5,700 CUBIC FEET IN TOTAL.

TOGETHER WITH:

(REFERENCE SHEET 4)

EASEMENT PART IV FOR TRANS-POLE No. 9, 120 B9:

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES, FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED, HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 38 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980, THENCE NORTHERLY ALONG SAID BASELINE NORTH 02° - 20' - 45" WEST, A DISTANCE OF 1,173.26 FEET TO A POINT, THENCE SOUTH 87° - 54' - 53" WEST, A DISTANCE OF 53.86 FEET, TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE SOUTH 02° - 15' - 38" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 87° - 44' -23" WEST, A DISTANCE OF12.00 FEET; THENCE NORTH 02° - 15' - 38" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 87° - 44' - 22" EAST, A DISTANCE OF 12.00 FEET, TO THE POINT OF BEGINNING.

THE EASEMENT BEGINS AT AN ELEVATION OF MINUS 14.3 FEET, TO AN ELEVATION OF PLUS 80.7 FEET, N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 120.00 SQUARE FEE/ 0.0028 ACRES HORIZONTALLY AND 11,400.0 CUBIC FEET IN TOTAL.

TOGETHER WITH:

LEGAL DESCRIPTION FOR EASEMENT PART V CONTINUE ON NEXT PAGE.

(REFERENCE SHEET 6)

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.M.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-3151
FAX: (305) 949-6250

LEGAL DESCRIPTION FOR EASEMENT PARTS III AND IV

EASEMENT PART V FOR TRANS-POLE No. 10, 120 B10.

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES, FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED, HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 38 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980.

THENCE NORTHERLY ALONG SAID BASELINE NORTH 02° - 20' - 45" WEST, A DISTANCE OF 1,427.59, FEET TO A POINT, THENCE SOUTH 87° - 39' - 15" WEST, A DISTANCE OF 53.86 FEET, TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE SOUTH 02° - 15' - 38" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 87° - 44' - 23" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 02° - 15' - 38" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 87° - 44' - 22" EAST, A DISTANCE OF 12.00 FEET, TO THE POINT OF BEGINNING.

THE EASEMENT BEGINS AT AN ELEVATION OF MINUS 14.3 FEET, TO AN ELEVATION OF PLUS 80.7 FEET, N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 120.0 SQUARE FEET /0.0028 ACRES HORIZONTALLY AND 11,400.0 CUBIC FEET IN TOTAL.

TOGETHER WITH:

(REFERENCE SHEET 7)

EASEMENT PART VI FOR DIST-POLES Nos. 1 AND 2:

THIS IS A THREE DIMENSIONAL EASEMENT WITH THE HORIZONTAL LIMITS BEING DESCRIBED BY METES AND BOUNDS, AND THE VERTICAL LIMITS BEING DESCRIBED BY ELEVATIONS BASED ON 1929 NATIONAL GEODETIC VERTICAL DATUM. THE AREA IS DISPLAYED IN SQUARE FEET/ ACRES, FOR HORIZONTAL AND CUBIC FEET FOR THE TOTAL AREA ENCOMPASSED, HORIZONTALLY AND VERTICALLY.

A PARCEL OF LAND LYING IN SECTION 38 TOWNSHIP 54 SOUTH RANGE 41 EAST, IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK SET FLUSH IN A CORAL MOUND AT BASELINE STATION 56+97.16, ACCORDING TO THE NORTH CORRIDOR PROPERTY CERTIFICATION MAP, PREPARED BY THE KAISER TRANSPORTATION GROUP, FOR METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION, DATED JANUARY 8, 1980.

THENCE NORTHERLY ALONG SAID BASELINE NORTH 02° - 20' - 45" WEST, A DISTANCE OF 1,427.08, FEET TO A POINT, BEING THE POINT OF INTERSECTION AT BASELINE STATION 71+51.49; THENCE CONTINUE ALONG SAID BASELINE, NORTH 02° - 20' - 57 " WEST, A DISTANCE OF 86.81 FEET; THENCE DEPARTING SAID BASELINE, SOUTH 87° - 44' - 22" WEST, A DISTANCE OF 52.99 FEET, TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, NORTH 02° - 15' - 38" WEST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 87° - 44' - 22" WEST, A DISTANCE OF 3.99 FEET; THENCE NORTH 02° - 15' - 38" WEST, A DISTANCE OF 229.25 FEET; THENCE NORTH 87° - 38' - 31" EAST, A DISTANCE OF 46.00 FEET; THENCE NORTH 02° - 21' - 29" WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 87° - 38' - 31" WEST, A DISTANCE OF 54.01 FEET; THENCE SOUTH 02° - 15 - 38" EAST, A DISTANCE OF 271.23, FEET; THENCE NORTH 87° - 44' - 22" EAST, A DISTANCE OF 12.01 FEET, TO THE POINT OF BEGINNING.

THE EASEMENT BEGINS AT AN ELEVATION OF PLUS 0.8 FEET, TO AN ELEVATION OF PLUS 45.7 FEET, N.G.V.D.

SAID LANDS LYING, BEING AND SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 2,594.9 SQUARE FEET /0.0596 ACRES HORIZONTALLY AND 114,745.5 CUBIC FEET IN TOTAL.

(REFERENCE SHEET 8)

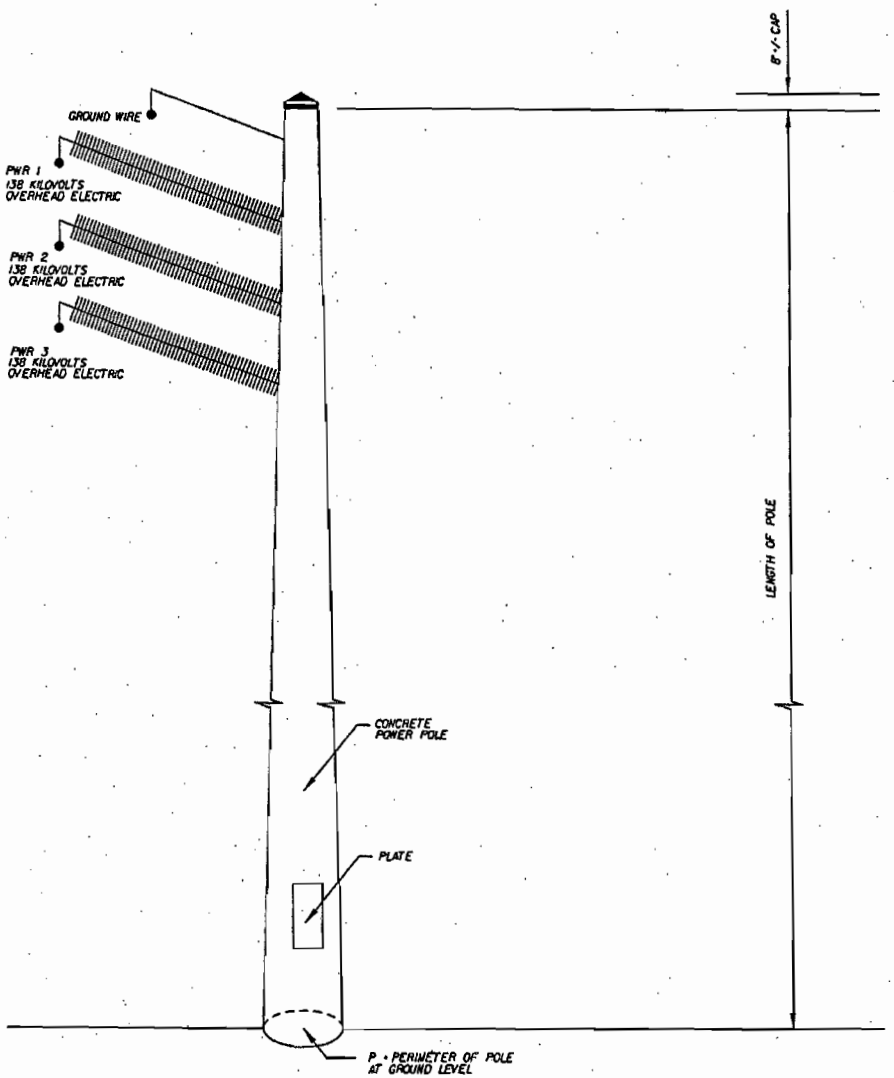
FOR A GRAND TOTAL EASEMENT AREA (PARTS I-VI) OF 5,332.16 SQUARE FEET, 0.1221 ACRES HORIZONTALLY AND 350,970.6 CUBIC FEET.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.M.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
180 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 263
PHONE: (305) 944-5151
FAX: (305) 948-6290

LEGAL DESCRIPTION FOR EASEMENT PART V AND VI



GUY ANCHOR POLE		PLATE IN POLE
No. 3P	STR. No.	
	TYPE	
	LENGTH	
	WEIGHT	
	CLASS	
	FABR. No.	
	CUSTOMER	
	MFG. DATE	
	A-200087 151-92495-0	NEW MARK

TRANS-POLE		PLATE IN POLE
No. 4 120B4	STR. No.	4
	TYPE	20K
	LENGTH	95 FT.
	WEIGHT	36560 LBS.
	CLASS	1801 FT.-KIPS
	FABR. No.	01638-6-1
	CUSTOMER	FP&L 23
	MFG. DATE	6 14 01
	A-124996 151-92495-0	NEW MARK

TRANS-POLE		PLATE IN POLE
No. 5 120B5	STR. No.	5
	TYPE	18K
	LENGTH	100 FT.
	WEIGHT	32160 LBS.
	CLASS	1465 FT.-KIPS
	FABR. No.	01638-7-1
	CUSTOMER	FP&L 22.5
	MFG. DATE	6 15 01
	A-124996 151-91800-3	NEW MARK

TRANS-POLE		PLATE IN POLE
No. 9 120B9	STR. No.	9
	TYPE	24 K
	LENGTH	95 FT.
	WEIGHT	36370 LBS.
	CLASS	1728 FT.-KIPS
	FABR. No.	01638-11-1
	CUSTOMER	FP&L 26
	MFG. DATE	6 13 01
	A-200087 151-92495-0	NEW MARK

TRANS-POLE		PLATE IN POLE
No. 10 120B10	STR. No.	10
	TYPE	43 K
	LENGTH	105 FT.
	WEIGHT	32660 LBS.
	CLASS	4408 FT.-KIPS
	FABR. No.	01638-12-1
	CUSTOMER	FP&L 29
	MFG. DATE	4 10 01
	A-125912 151-94455-0	NEW MARK

DIST-POLE		PLATE IN POLE
No. 1	STR. No.	
	TYPE	
	LENGTH	
	WEIGHT	
	CLASS	
	FABR. No.	
	CUSTOMER	
	MFG. DATE	
	A-200087 151-92495-0	NEW MARK

DIST-POLE		PLATE IN POLE
No. 2	STR. No.	
	TYPE	
	LENGTH	
	WEIGHT	
	CLASS	
	FABR. No.	
	CUSTOMER	
	MFG. DATE	
	A-125912 151-94455-0	NEW MARK

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	J.K.
DATE:	06/09/04
CHECKED BY:	R.J.M.
DATE:	06/09/04

BEISWENGER, HOCH AND ASSOCIATES, INC.
1150 NE 163RD STREET, SUITE 203, N. MIAMI BEACH, FL 33162
L.B. NO. 283
PHONE: (305) 944-5151
FAX: (305) 948-6250

TRANS-POLE AND DIST-POLE DETAILS

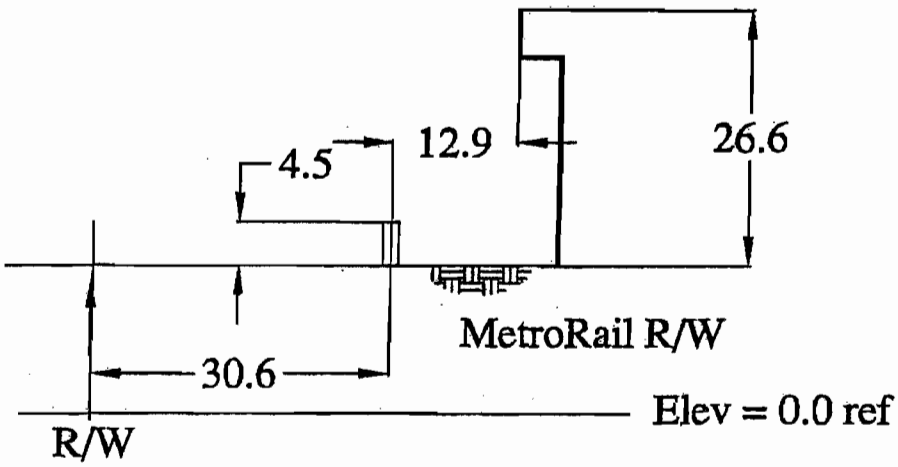
SHEET NO. 12 OF 12

EXHIBIT "B"

IMPROVEMENTS

Located in License Area

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



Stub Pole Anchor for Loc. #3

(Looking North about 23.5 ft N of Pier N498)

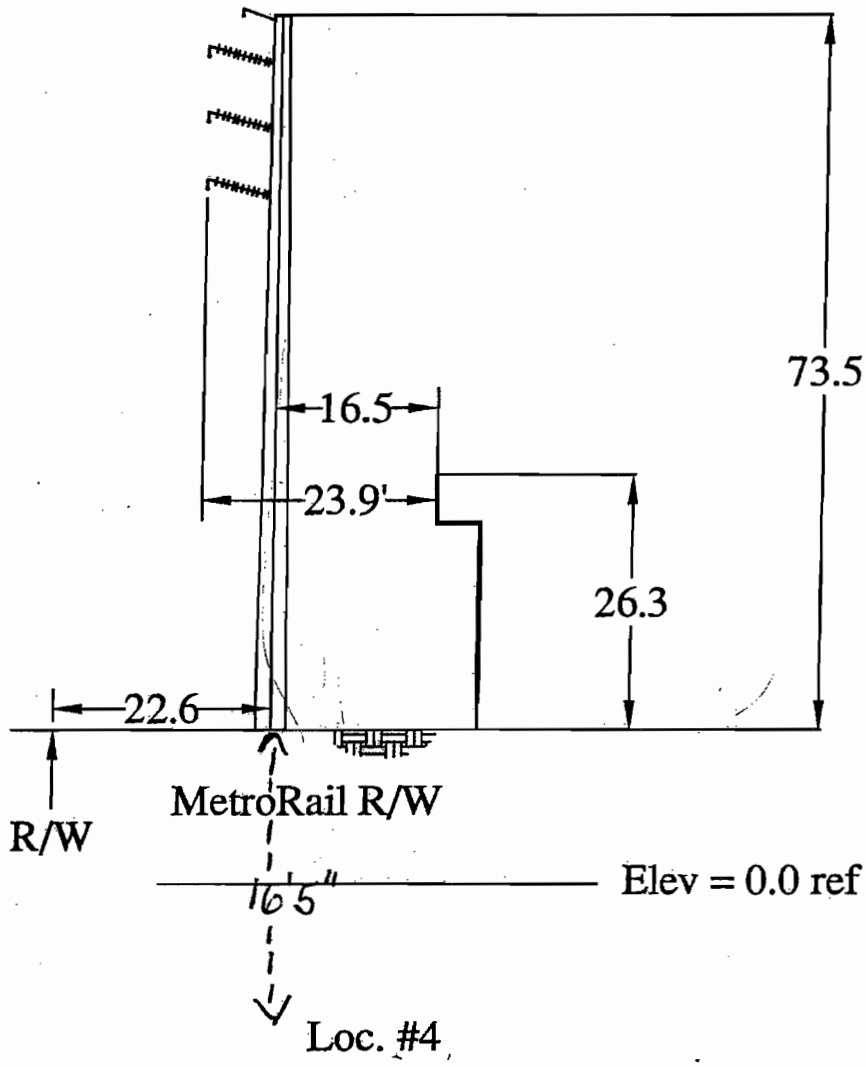
51

NO	REVISION	BY	CH	COR	APP	DATE

POWER DELIVERY

DATE:	APPROVED:	SECTION	SHEET 1 of 7
July 5, 2001	GVR		A- GVR_070501

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



(Looking North about 1.8 ft SW of Pier N528)

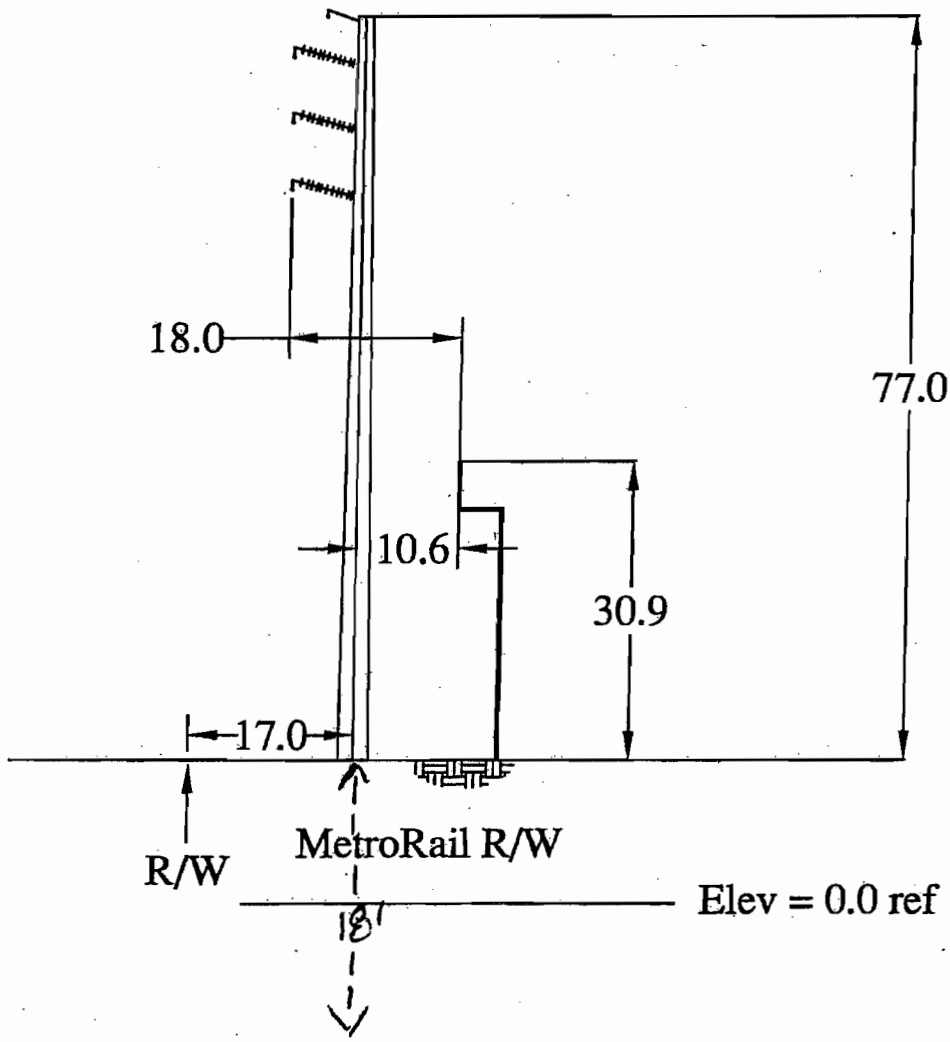
52

NO	DATE	BY	CH	CDR	APP	REVISION

POWER DELIVERY

DATE:	APPROVED:	SECTION	SHEET 2 of 7
July 5, 2001	GVR		A- GVR_070501

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



Loc. #5

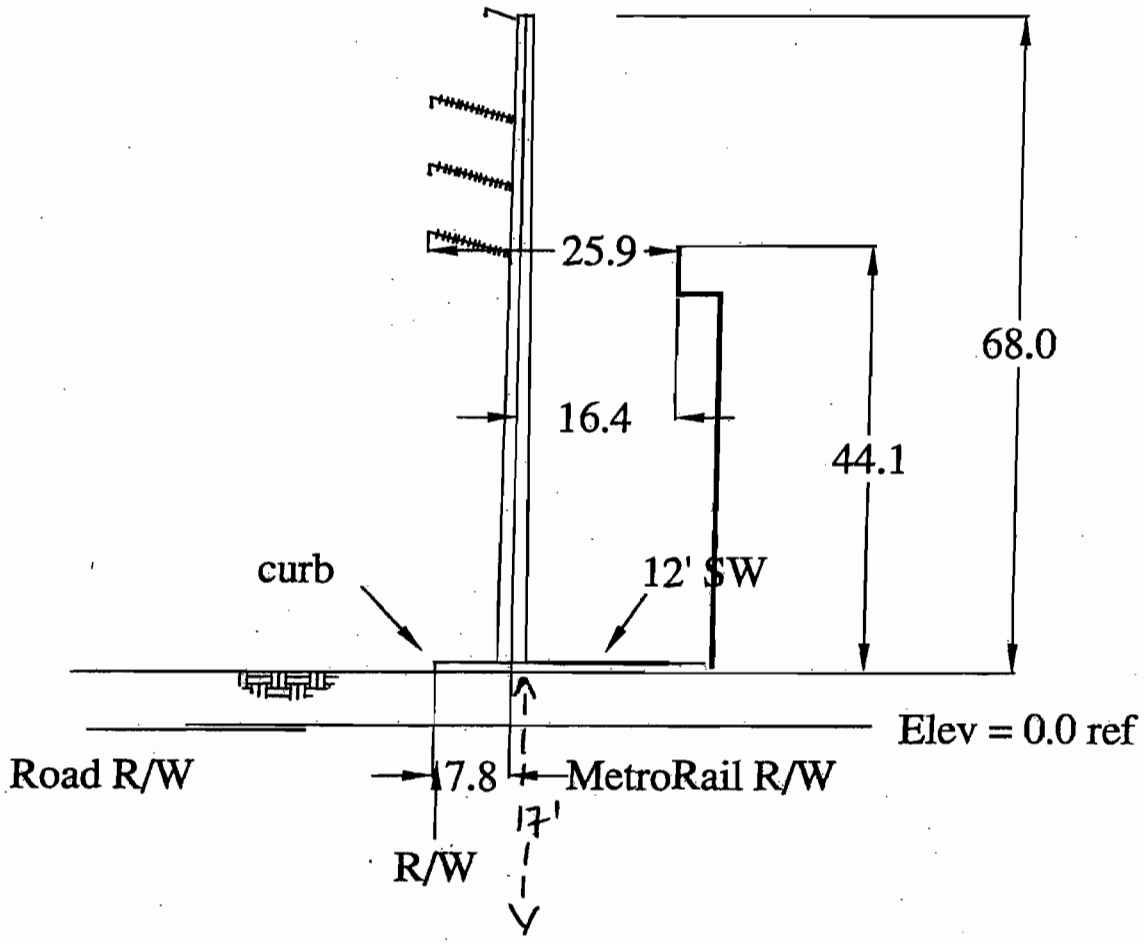
(Looking North about 14.4 ft NE of Pier N553)

53

POWER DELIVERY	DATE: July 5, 2001	APPROVED: GVR	SECTION	SHEET 3 of 7 A- GVR_070501

NO	DATE	REVISION	BY	CH	CDR	APP

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



Loc. #9

(Looking North about 14.3 ft N of Pier N692)

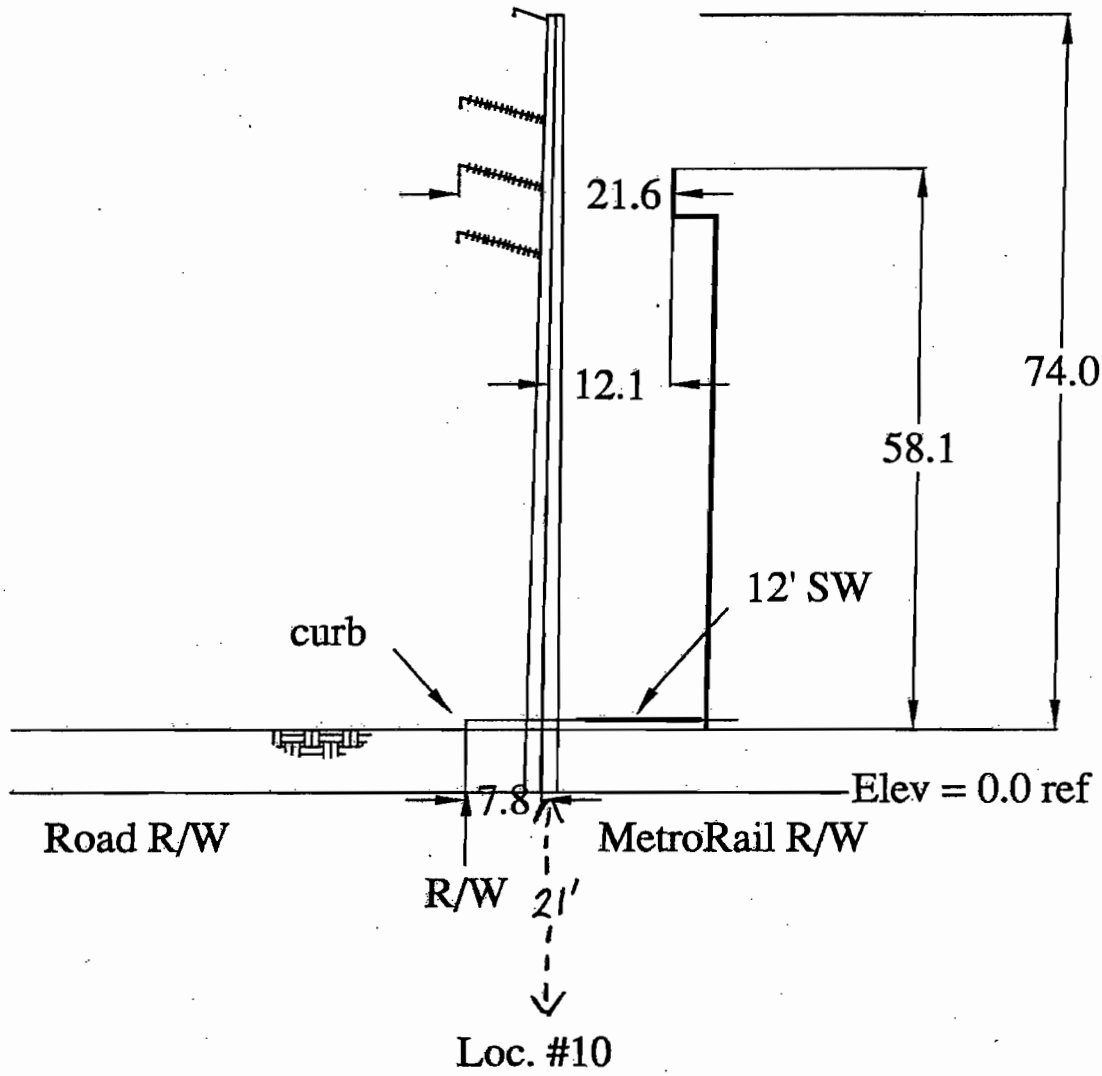
54

NO	DATE	REVISION	BY	CH	DR	APP

POWER DELIVERY

DATE:	APPROVED:	SECTION	SHEET 4 of 7
July 5, 2001	GVR		A- GVR_070501

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



(Looking North about 26.6 ft S of Pier N721)

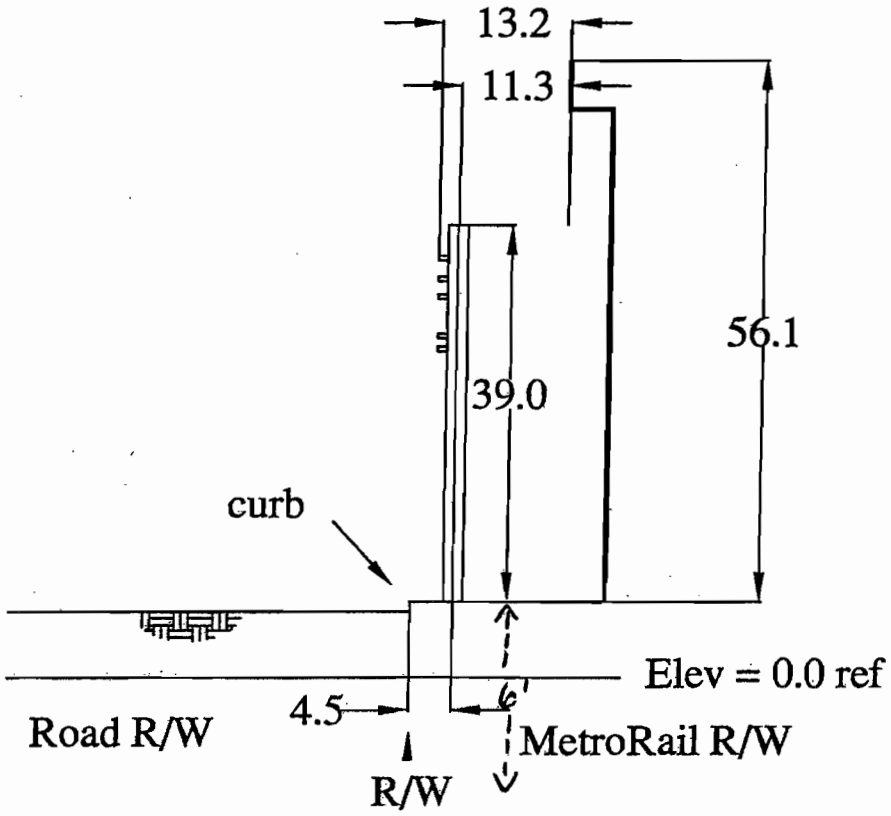
55

NO	DATE	REVISION	BY	CH	CDR	APP

POWER DELIVERY

DATE:	APPROVED:	SECTION	SHEET 5 of 7
July 5, 2001	GVR		A- GVR_070501

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



Distribution Pole

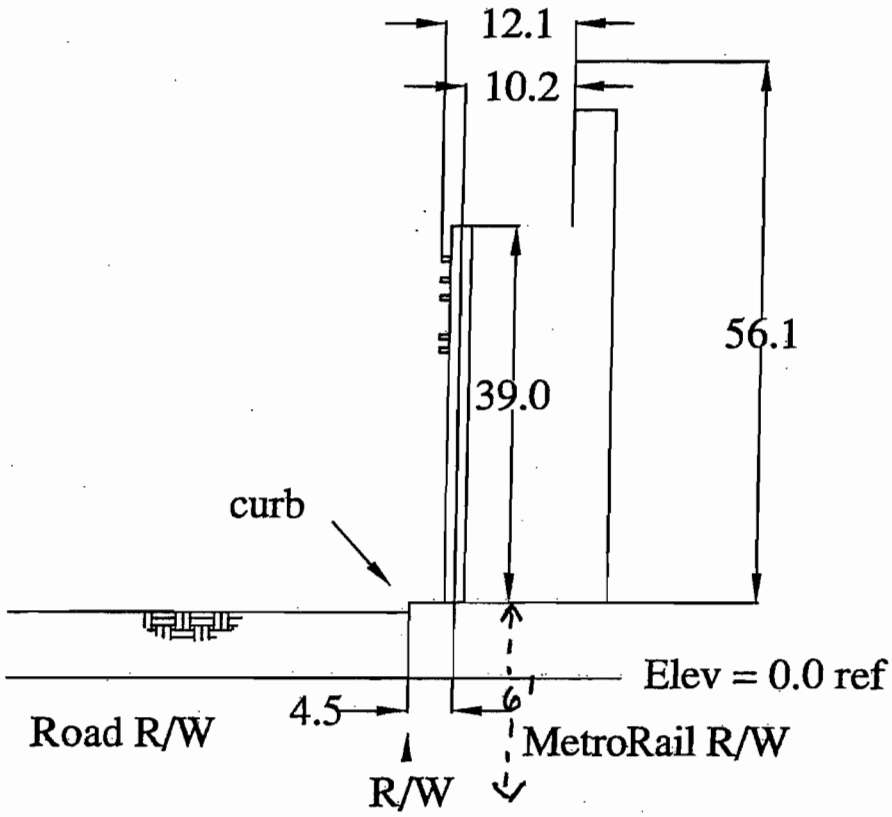
(Looking North about 13.5ft N of Pier N732)

56

POWER DELIVERY	DATE: July 5, 2001	APPROVED: GVR	SECTION	SHEET 6 of 7 A- GVR_070501

NO	DATE	REVISION	BY	CH	COR	APP

Miami-Simpson 138kV
Individual Profiles Taken From Permit Drawing



Distribution Pole

(Looking North about 37.4 ft S of Pier N754)

57

NO	DATE	BY	CH	CDR	APP	REVISION

POWER DELIVERY

DATE:	APPROVED:	SECTION	SHEET 7 of 7
July 5, 2001	GVR		A- GVR_070501

EXHIBIT "C-1"

RENT SCHEDULE

License 5-Year Terms	Term From	Term To	Base Annual Rent	CPI Adjust. #	CPI % Increase	Florida Sales Tax		Annual Total Due for Term
Permit	08-20-2007	08-20-2008	$6,225.00	n/a	Rent Paid	7.0%	435.75	$6,660.75
Partial 1	**08-20-2008**	12-31-2008	$2,268.28*	tba**	n/a	7.0%	158.78	$2,427.06
				Jan '08 =	211.080			
				Jan '09 =	tba			
2-6	01-01-2009	12-31-2013	$6,225.00	#1	**			
7-11	01-01-2014	12-31-2018		#2				
12-16	01-01-2019	12-31-2023		#3				
17-21	01-01-2024	12-31-2028		#4				
22-26	01-01-2029	12-31-2033		#5				
27-31	01-01-2034	12-31-2038		#6				
32-36	01-01-2039	12-31-2043		#7				
37-41	01-01-2044	12-31-2048		#8				
42-46	01-01-2049	12-31-2053		#9				
47-51	01-01-2054	12-31-2058		#10				
52-56	01-01-2059	12-31-2063		#11				
57-61	01-01-2064	12-31-2068		#12				
62-66	01-01-2069	12-31-2073		#13				
67-71	01-01-2074	12-31-2078		#14				
72-76	01-01-2079	12-31-2083		#15				
77-81	01-01-2084	12-31-2088		#16				
81-86	01-01-2089	12-31-2093		#17				
87 - Partial 91	01-01-2094	**08-19-2098**	*	#18				

* Prorated for first (1st) partial Year 1 (4 months) from August 20, 2008-December 31, 2008 and prorated for last partial Year 91 from January 1, 2098-August 19, 2098 (8 months) totaling 12 months, a full year.

** CPI All Urban Consumers (CPI-U), United States City Average, All Items, Unadjusted (reference 1982-1984=100) to be determined from Bureau of Labor Statistics (BLS), Department of Labor. Reference month January, frequency of adjustment 1st January of each 5-year License Term for subsequent 5-year Term, e.g. CPI #1 determined from difference between January 2008 and January 2009, applied for License Term 2-6.

2008 BLS Web Sites: (1) http://www.bls.gov/news.releae/cpi.nr0.htm provides schedule of release dates for CPI data, (2) http://www.bls.gov/cpi/#tables 1913-Present CPI-U Table, updated monthly; (3) http://www.bls.gov/cpi/cpi1998d.htm, "How to Use the CPI for Escalation."

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EXHIBIT "C-2"
5-YEAR RENTAL TERM PERIODS

License Year	Actual Year	License Year	Actual Year
Partial 1	**08-20-08 - 12-31-08**		
2	2009	47	2054
3	2010	48	2055
4	2011	49	2056
5	2012	50	2057
6	2013	51	2058
7	2014	52	2059
8	2015	53	2060
9	2016	54	2061
10	2017	55	2062
11	2018	56	2063
12	2019	57	2064
13	2020	58	2065
14	2021	59	2066
15	2022	60	2067
16	2023	61	2068
17	2024	62	2069
18	2025	63	2070
19	2026	64	2071
20	2027	65	2072
21	2028	66	2073
22	2029	67	2074
23	2030	68	2075
24	2031	69	2076
25	2032	70	2077
26	2033	71	2078
27	2034	72	2079
28	2035	73	2080
29	2036	74	2081
30	2037	75	2082
31	2038	76	2083
32	2039	77	2084
33	2040	78	2085
34	2041	79	2086
35	2042	80	2087
36	2043	81	2088
37	2044	82	2089
38	2045	83	2090
39	2046	84	2091
40	2047	85	2092
41	2048	86	2093
42	2049	87	2094
43	2050	88	2095
44	2051	89	2096
45	2052	Full 90	2097
46	2053	Partial 91	**01-01-98 - 08-19-98**

Partial Year 1 = 4 months and Partial Year 91 = 8 months = 12 total months
Partial Years 1 & 91 = 1 full year out of 90 total license years
89 full years plus partials 1 & 91 = 90 full years, Term of the Agreement

EXHIBIT "D-1"

MANDATORY POLE INSPECTION SCHEDULE

Agreement	Pole Inspection	Licensee's Pole Inspection Performed	Licensee's Written Report Due to MDT by
A.O. 8.5 Permit	Initial	2001	n/a
License Agreement	New Baseline:	No later than	No later than 60 days after 6-year pole inspection
1	2008	06-30-2008	08-30-2008
2	2014	06-30-2014	08-30-2014
3	2020	06-30-2020	08-30-2020
4	2026	06-30-2026	08-30-2026
5	2032	06-30-2032	08-30-2026
6	2038	06-30-2038	08-30-2038
7	2044	06-30-2044	08-30-2044
8	2050	06-30-2050	08-30-2050
9	2056	06-30-2056	08-30-2056
10	2062	06-30-2062	08-30-2062
11	2068	06-30-2068	08-30-2068
12	2074	06-30-2074	08-30-2074
13	2080	06-30-2080	08-30-2080
14	2086	06-30-2086	08-30-2086
15	2092	06-30-2092	08-30-2092
16	2098	06-30-2098	08-30-2098
n/a	Agreement Termination	n/a	n/a

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EXHIBIT "D-2"

"FPL Six-Year Transmission Structure Inspection Program"

BACKGROUND:
In 2006, FPL enhanced its comprehensive transmission structure inspection program for all transmission structures, accelerating the inspection frequency from 8 years to 6, as outlined in Order No. PSC-06-0198-E1 dated April 4, 2006. In March of 2007, FPL filed its "FPL Storm Preparedness Initiatives" (Initiatives) with the Public Service Commission (PSC) in which the transmission structure inspection program appeared on page 9. On November 20, 2007, the PSC approved the FPL Initiatives.

Pole Inspection Overview
FPL performs climbing or bucket inspections on its transmission structures on a cyclical basis. Cycles are established based on the framing configuration (structural loading), transmission components, system importance, customer count, and inspection history for a transmission line section. Other economic efficiencies, such as multiple transmission line sections within the same corridor, are also incorporated.

In general, transmission line sections containing at least one wood transmission structure with cross-arms are inspected on a 3 or 4 year cycle. These inspections are performed on 100% of the structures for the entire transmission line section (from substation to substation).

Transmission line sections consisting entirely of concrete, wood transmission structures without cross-arms, or steel transmission structures are inspected on a 6 year cycle. These inspections are performed on 100% of the structures for the entire transmission line section (from substation to substation).

Inspection Procedure
Inspectors assess the condition of various transmission structure components; including poles, insulators, cross-arms, cross-braces, foundations, bolts, conductor, overhead ground wire (OHGW), guy wires, anchors, and bonding. A general overview of these inspection procedures are outlined below:

Wood Pole Inspections
FPL performs a visual inspection on wood transmission poles from ground line to the pole top before any additional inspection work is completed. The visual inspection includes a review of the pole condition itself and any pole attachment conditions. If a wood transmission pole does not pass visual inspection, the pole is not tested further and reported for replacement.

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"FPL Six-Year Transmission Structure Inspection Program" (page 2 of 2)

Wood Pole Inspections (continued)
After passing visual inspection, wood transmission poles are sounded starting at ground line and continued up the length of the pole. If sounding around the ground line warrants further investigation, wood poles are bored to determine the internal condition of the pole. Bored poles are treated with an appropriate preservative treatment.

Concrete Pole Inspections
FPL performs detailed visual inspection on its concrete transmission structures. The detailed inspection incorporates an overall review of the structure condition and includes assessing for structural cracks and chips, exposed rebar, and rust. The inspection includes all transmission attachment conditions, including insulators, guying, cross-braces, cross-arms, and bolts. If a concrete structure does not pass inspection, the pole is reported for repair or replacement.

Steel Pole Inspections
FPL performs detailed visual inspection on its steel transmission structures. The detailed inspection incorporates an overall review of the structure condition, including foundations. The detailed inspection includes all transmission attachment conditions, including insulators, guying, cross-braces, cross-arms, and bolts. If a steel structure does not pass inspection, the pole is reported for repair or replacement.

End.

62

EXHIBIT "E"

INSURANCE REQUIREMENTS

Prior to execution of the Agreement by the County and commencement of work, Licensee shall obtain all insurance required under this section and submit same to County for approval. All insurance shall be maintained throughout the term of this Agreement.

Licensee shall furnish to the County, C/O of GSA Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128, with a copy to Miami-Dade Transit, Joint Development and Leasing Section, 701 N.W. 1st Court, Suite 1700, Miami, Florida 33136, Certificate(s) of Insurance which show that insurance coverage has been obtained that meets the requirements as outlined below:

1. Certificate(s) of Insurance which clearly indicate that it has obtained the insurance coverages required in paragraphs A, B and C.

   A. Worker's Compensation as required by Chapter 440, Florida Statutes.

   B. Comprehensive General Liability Insurance, including Products and Completed Operations, in an amount not less than $20,000,000 per occurrence for Bodily Injury and Property Damage combined. "Miami-Dade County" must be shown as an additional insured with respect to this coverage.

   C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Permit in an amount not less than $500,000 per occurrence for Bodily Injury and Property Damage combined.

Liability Obligations

Compliance with the foregoing requirements shall not relieve Licensee of their liability and obligation under this subsection or under any subsection of this Agreement. The insurance requirements shall be satisfied by Licensee prior to the commencement date. If the insurance certificate is received within the specified period, but not in the manner prescribed in this section, Licensee shall be notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County.

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Insurance Continuity

Licensee shall be responsible for assuring that the insurance documents required in conjunction with this subsection remain in force for the duration of the Term of the Agreement. If insurance is scheduled to expire during the Term of the Agreement, Licensee shall be responsible for submitting new or renewed insurance documents to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates and policies are not replaced with new or renewed documents that cover the Term of the Agreement, Licensee shall be in default of the terms and conditions of the Agreement. All insurance shall be maintained through the Term of the Agreement.

Right to Examine

The County reserves the right, upon reasonable notice, to examine the original and true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Licensee agrees to permit such inspection at the offices of the County.

Insurance Company Rating Requirements

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's GSA Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

EXHIBIT "F"

FEDERAL PROVISIONS

FEDERAL PROVISIONS

This agreement is subject to a financial assistance contract between Miami-Dade County ("MDC" or "County") and the U.S. Department of Transportation ("DOT"). By reason of such participation, the Bidder (the terms "Vendor, Bidder, Proposer, Contractor and Offeror" are used interchangeably) is required to agree to the following provisions:

A. No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration ("FTA"). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Incorporation of FTA Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. **All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference.** Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests, which would cause MDC to be in violation of the FTA terms and conditions.

C. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1998) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

D. Interest of Members of, or Delegates to, Congress

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom (41 U.S.C. 22).

E. Conflict of Interest

No employee, officer, or agent of MDC shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of his immediate family. In compliance with FTA Circular 4220.1D, immediate family is defined as parents, wife, husband, children, brothers and sisters.
3. His or her partner; or
4. An organization, which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

F. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

G. Employee Protections

The Contractor agrees to comply, and assures the compliance, with any applicable employee protection requirements for non construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327-332, and U.S. Department of Labor ("DOL") regulations, "Labor Standards Provisions Applicable to Contract Governing Federally Financed and Assisted Construction" (also "Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act"), 29 C.F.R. Part 5

H. Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

I. Recycled Products/Recovered Materials

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

J. Environmental Protection

Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. , Executive Order no. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note: FTA statutory requirements at 49 U.S.C. § 5324(b): Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR part 1500 st seq.: the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR part 771 and 49 CFR part 622, and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites, " 23 CFR part 1420 and 49 CFR part 623.

K. Cargo Preference

Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever

shipping any equipment, materials or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2. To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of Cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

L. Fly America

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extend such service is available, unless travel by foreign air carrier is a matter of necessity, ad defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

M. Discrimination Prohibited

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDT deems appropriate. (49 CFR Part 26.13(b))

N. Nondiscrimination (General)

The proposer/bidder will comply with all regulations of DOT, all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Metropolitan Dade County which prohibit discrimination because of
race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

O. Equal Employment Opportunity

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

P. Disability Nondiscrimination

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301.[d].) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

Q. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" or "Contractor"), agrees as follows:

1. Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDC or the FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to MDC or to the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, MDC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) Cancellation, termination or suspension of the contract, in whole or in part.
(c) Incorporation of Provisions: The contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as MDC or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request MDC to enter into such litigation to protect the interests of MDC, and, in addition, Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

R. Small Business Concerns
It is the policy of MDC to promote the development of Small Business Concerns; thereby, MDC encourages the contractor to do same by conducting trade with Small Business Concerns to the maximum extent possible. A Small Business Concern, with respect to firms seeking to participate as Disadvantaged Business Enterprises in DOT-assisted contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a Small Business Concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

S. Prompt Payment
MDC will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retained payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDC contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDC contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with Miami-Dade Transit's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami-Dade County Prompt Payment Ordinance No. 94-40)

T. Bidders List Form
As required by 49 CFR 26.11, the proposer shall submit a completed Bidders List Form for itself and for each subcontractor within five (5) working days of execution of a contract between proposer and said subcontractor to perform work in connection with this agreement. Should a proposer fail to comply with this requirement, Miami-Dade County reserves the right to find proposer in material breach of this agreement.

End.

EXHIBIT "G"

SECRETARY'S CERTIFICATE

Florida Power & Light Company, P.O. Box 14000, Juno Beach, FL 33408-0420

FPL

March 18, 2008

Miami-Dade County
C/O Miami-Dade Transit
701 N.W. 1st Court, Suite 1700
Miami, Florida 33136

RE: License Agreement between Miami-Dade County and Florida Power & Light Company for 138kV at Brickell Metrorail Station Corridor between S.W. 7th Street and S.W. 15th Road – Business Entity Affidavits Exemption and Waiver Sections I, II and VI.

To Whom It May Concern:

Florida Power & Light Company is a publicly traded corporation, and it is registered on the New York Stock Exchange symbolized as FPL. As a Publicly Traded Corporation, the submission of information for "Collection of Taxes, Fees and Parking Tickets" on Miami-Dade Business Entity Affidavits is not applicable.

Sincerely,

Stephen M. Reuwer
Sr. Director of Corporate Real Estate

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EXHIBIT "H"

MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

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MIAMI-DADE COUNTY

MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

I, Jim Keener, being first duly sworn state:

The full legal name and business address of the person(s)or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-0247775
Federal Employer Identification Number (If none, Social Security Number)

Florida Power & Light Company
Name of Entity, Individual(s), Partners, or Corporation

N/A
Doing Business As (If same as above, leave blank)

700 Universe Blvd. Juno Beach, FL 33408
Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT
(Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable).

Full Legal Name	Address	Ownership
N/A	See attached Exhibit "I" Waiver and Exemption Letter	%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable).

If "not applicable (N/A)" or "None", please indicate in space below.

See attached Exhibit "I" Waiver and Exemption Letter

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT - County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code. The following information and attachments are provided and are in compliance with all items in the aforementioned Section:

N/A, see attached Exhibit "I" Waiver and Exemption Letter.

1. Does your firm have a collective bargaining agreement with its employees? ☐ Yes ☐ No

2. Does your firm provide paid health care benefits for its employees? ☐ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____ Males	_____ Females	Asian:	____ Males	_____ Females
Black:	_____ Males	_____ Females	Native American:	____ Males	_____ Females
Hispanics:	_____ Males	_____ Females	Alaskan Natives:	____ Males	_____ Females
_____:	_____ Males	_____ Females	_____:	____ Males	_____ Females

III MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT

Section 2-8.1.2(b) of the County Code.

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

IV. DISABILITY NONDISCRIMINATION AFFIDAVIT

Miami-Dade County Resolution R-385-95.

I, being duly sworn, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

1. The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
2. The Rehabilitation Act of 1973, 29 U.S.C. Section 794
3. The Federal Transit Act, as amended 49 U.S.C. Section 1612
4. The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

V. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
Section 10.38 of the County Code.

I, being duly sworn, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

VI. MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT Section 2-8.1(C) of the County Code.

N/A, see attached Exhibit "I" Waiver and Exemption Letter.

I, being duly sworn, confirm that all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

VII. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT
Sections 2-8.1(i) and 2-11(b)(1) of the County Code.

I, being duly sworn, confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

VIII. CURRENT STATUS OF OBLIGATIONS TO THE COUNTY
Section 2-8.1 of the County Code.

I, being duly sworn, confirm that this firm complies with Section 2-8.1, which requires that no individual or entity who is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

IX. FAMILY LEAVE

I being duly sworn, confirm that if applicable, this firm complies with Section 11A-30 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees. Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

X. LIVING WAGE

I being duly sworn, confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable contractors entering a contract with County shall agree to pay the prevailing living wage required by the section of the County Code.

XI. DOMESTIC LEAVE

I being duly sworn, confirm that if applicable, this firm complies with 11A-60 of the County Code, which requires that firms wishing to transact business with the County must certify that it is in compliance with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during current or preceding calendar year.

NOTE

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS I THRU XI, PAGES 6, 7, 8, AND 9 OF THIS APPLICATION.

IT IS THE VENDOR'S RESPONSIBILITY TO COMPLY WITH AND KEEP CURRENT ALL STATEMENTS SWORN TO IN THE ABOVE AFFIDAVITS.

By: Jim Keener (Signature of Affiant) 4-1-2008 (Date)

Jim Keener (Printed Name of Affiant and Title) 5 /9 -0 /2 /4 /7 /7 /7 /5 / (Federal Employer Identification Number)

Florida Power & Light Company (Name of Firm) 700 Universe Blvd, Juno Beach, FL 33408 (Address of Firm)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 1ST day of April, 2008.

by Jim Keener. He/She is personally known to me or has presented

N/A (Type of Identification) as identification.

Carlos Megias (Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of (State)

NOTARY PUBLIC STATE OF FLORIDA (407) 898-0183
CARLOS MEGIAS
MY COMMISSION # DD524131
EXPIRES: Mar. 1, 2010
Florida Notary Service.com

Notary Seal

EXHIBIT "I"

WAIVER AND EXEMPTION LETTERS TO MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

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Florida Power & Light Company, P.O. Box 14000, Juno Beach, FL 33408-0420

FPL

March 18, 2008

Miami-Dade County
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Sincerely,

Stephen M. Reuwer
Sr. Director of Corporate Real Estate