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

Memorandum

MIAMI-DADE COUNTY

Date: March 5, 2013

Agenda Item No. 8(A)(4)

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

From: Carlos A. Gimenez
Mayor

Subject: Everglades Pipeline Company LLP License Agreement L-7069

Resolution No. R-148-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached 10-year License Agreement L-7069 for Everglades Pipe Line Company LLP to continue the operation, maintenance, and repair of a petroleum products pipeline previously installed on airport property by the Licensee for the delivery of jet fuel to the Miami-Dade Aviation Department's (MDAD) fuel farm.

SCOPE

Miami International Airport (MIA) is located primarily within Commission Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority, the Aviation Director or designee has the authority to exercise the renewal options and to terminate the agreement.

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for MDAD. Commencing retroactively to July 7, 2012, and annually thereafter, the Licensee shall pay to the Aviation Department a license fee of $51,685.14 plus applicable state taxes for the first year. The license fee may be adjusted by MDAD each October 1, prorated as appropriate, to reflect a change in applicable land rates established by the Board.

TRACK RECORD/MONITOR

This agreement is administered by the Real Estate Management & Development Division under the supervision of Division Director Gregory C. Owens.

BACKGROUND

From 1958 when the Terminal Building opened, the County has allowed Everglades to install and maintain the critically necessary aviation fuel pipeline to supply jet fuel to MIA's fuel farm. Without the pipeline, airlines would not have access to the jet fuel they need for their aircraft and the Airport could not continue to operate. At the conclusion of the last five-year license agreement, MDAD and Everglades determined it was in their interests to enter into a 10-year license agreement commencing July 7, 2012.

The attached License Agreement provides for Everglades' continued use of the subterranean area of the Airport for its jet fuel pipeline. The pipeline originates in Port Everglades outside of Ft. Lauderdale International Airport and terminates at the southern end of MIA's fuel farm facility, where the jet fuel is pumped into the various jet fuel tanks. Everglades is charged a license fee based on the length of the pipeline on MIA property, which in the first 12 months will amount to $51,685.14.

It is therefore recommended that the Board approve the attached 10-year License Agreement for the continued operation by Everglades of the jet fuel pipeline that serves MIA.

Jack Osterholt, Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: March 5, 2013

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

SUBJECT: Agenda Item No. 8(A)(4)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(4)
3-5-13

RESOLUTION NO. R-148-13

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING TEN-YEAR LICENSE AGREEMENT WITH EVERGLADES PIPE LINE COMPANY, L.P., FOR THE CONTINUED OPERATION, MAINTENANCE, AND REPAIR OF A PETROLEUM PRODUCTS PIPELINE PREVIOUSLY INSTALLED ON AIRPORT PROPERTY TO SUPPLY JET FUEL TO AIRCRAFT AT THE AIRPORT, FOR AN INITIAL ANNUAL LICENSE FEE OF $51,685.14; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH LICENSE AGREEMENT AND EXERCISE THE TERMINATION PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached License Agreement between Miami-Dade County and Everglades Pipe Line Company, L.P., for the continued operation, maintenance, and repair of a petroleum products pipeline previously installed on airport property to supply jet fuel to aircraft at the Airport, such license to commence retroactively on July 7, 2012, and to continue for a period of ten years thereafter, with an initial annual license fee of $51,685.14 to be paid by Everglades for such license right, and increasing thereafter in the manner set forth in the License Agreement; authorizes the Mayor or designee to execute such License Agreement and to exercise the termination provisions therein if necessary.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. 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 upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTYCOMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas P. Abbott

License No. L-007069
Customer ID. 00000742
3/26/2012

NONEXCLUSIVE
LICENSE

FOR INSTALLATION, OPERATION,
MAINTENANCE AND REPAIR OF PETROLEUM
PRODUCTS PIPELINE

THIS LICENSE made this ____ day of _____ 20___, by and between MIAMI-DADE COUNTY, FLORIDA, as "Licensor" or "County", and EVERGLADES PIPE LINE COMPANY, L.P., a Delaware Limited Partnership, as Licensee.

W I T N E S S E T H:

Licensor in consideration of the sum of One Dollar and other good and valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Licensee a nonexclusive license and privilege to enter, and to perform any lawful acts required for the purposes, manner, terms and conditions set forth in Exhibit A, attached hereto and made a part hereof, upon the land and/or on or within the facilities at Miami International Airport ("Airport"), as shown on Exhibit B, dated July 7, 2012, attached hereto and made a part hereof.

This License is granted by the Licensor upon the express condition that the Licensee will restore and/or cause to be restored said facilities or the surface of the land, including paving, curbs, landscaping and other improvements, to substantially its original condition after each act of installation, construction or maintenance authorized hereunder.

There is hereby reserved to the Licensor, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the land and facilities herein described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from or operating on the land and/or facilities at the Airport subject to this License.

The Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions to be located as authorized herein on the described land and facilities to such a height so as to comply with Federal Aviation Regulations, Part 77, and with the Code of Metropolitan Miami-Dade County, whichever is more restrictive, as same may be amended from time to time.

CCS

The Licensee expressly agrees for itself, its successors and assigns, to prevent any use of the described land and facilities which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

The Licensee shall indemnify and save the County harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this License or the use and activities of the Licensee under this License, unless such claim, liability, loss or cause of action is occasioned by the sole active negligence of the County. The Licensee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend, using attorneys acceptable to both the County and the Licensee, all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs, judgments and attorney fees which may issue thereon.

In the event that the Licensor, upon ninety days written notice from Miami-Dade County Aviation Department ("Department"), on behalf of the Licensor, requires that the facilities or uses authorized, constructed and/or installed in accordance with Exhibit A be relocated from the location shown on Exhibit B to some other location, such relocation shall be accomplished by the Licensee in accordance with the provisions of Article 3 of said Exhibit A. This License shall thereupon be automatically amended effective upon completion of the relocation to include the facilities as relocated and, within thirty days following the completion of the relocation, Exhibit B shall be revised by the Licensee to show the location of the facilities as relocated. Should the Licensee fail to relocate the facilities or uses as required, this License shall become null and void. In such event, if the Licensee fails to remove its facilities on a timely basis, in accordance with the provisions of Article 12 of Exhibit A, the Licensor shall have the right to remove such facilities or uses at the expense of the Licensee.

By acceptance of this License, the Licensee agrees to the terms and conditions stated herein and further agrees to be bound by and subject to the terms and conditions of those documents by which Licensor acquired the property which is subject to this License and the terms, conditions or restrictions contained in any current or future agreements between the Licensor and the Federal Government relating to the property which is subject to this License, or relating to the Airport.

LCS

IN WITNESS WHEREOF, the said Licensor has caused these presents to be executed by its Mayor, and the Licensee has accepted the same under the conditions stated herein, the date first written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
Deputy Aviation Director

Approved as to form
and legal sufficiency

Assistant County Attorney

ATTEST: Harvey Ruvin, Clerk

BY: _____

(SEAL)

EVERGLADES PIPE LINE COMPANY, L.P.:
BY: MainLine L.P.
Its general partner
BY: MainLine GP, LLC
Its general partner

ATTEST:

BY: _____
Todd Russo
Deputy General Counsel

BY: _____
Clark Smith
President and CEO

STATE OF Texas)
)
COUNTY OF Harris) (CORP. SEAL)

On the 28 day of June, 2012, the above-named Clark Smith, President and CEO and Todd Russo, as Deputy General Counsel of MainLine GP, LLC, a Delaware corporation, personally appeared before me and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of MainLine GP, LLC, acting as general partner of MainLine L.P., a Delaware limited partnership, with MainLine L.P., acting as the general partner of Everglades Pipeline Company L.P., a Delaware limited Partnership.

NOTARY PUBLIC STATE OF TEXAS
DANIEL GARDNER MANGUM
My Commission Expires
November 27, 2015

_____
Notary Public

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EXHIBIT A
TERMS AND CONDITIONS

ARTICLE 1
Term

This nonexclusive License shall be for a term of year-to-year, commencing on the 7th day of July, 2012, not to extend beyond the 6th day of July, 2022.

The granting of this License shall in no way prohibit or restrict the County from installing, or granting other persons, firms or corporations the right to install pipelines or other utilities within the same area covered by this License.

ARTICLE 2
Purpose of License

This nonexclusive License shall be used by the Licensee solely for the purpose of operating, maintaining, repairing, replacing, changing the size of and removing, under, along, and across the Airport lands and property of the County, as shown in Exhibit B hereto, one liquid petroleum products pipeline and feeder lines, as a common carrier for the carriage of petroleum and petroleum products along the route and line as specifically shown on the drawing marked Exhibit "B", attached hereto as a part hereof, or such other amended route as approved by the Department.

The pipeline used hereunder shall be operated, maintained, repaired, replaced, resized and removed, as necessary, at the sole cost and expense of the Licensee and at no cost or expense whatsoever to the County.

The Licensee's pipeline is in the location and along the route-line shown as marked on Exhibit B attached hereto.

This License shall vest in the Licensee no right, title or interest in or to Airport lands and the property of the County, under, along, and across which the Licensee has installed and maintains its pipelines, other than the right to use the same for pipeline purposes as stated herein and subject to the regulations and conditions herein set forth. It is expressly understood that the fee to such lands shall remain in the County for any and such uses as the County may deem proper; provided, however, should any proposed use of such lands by the County present a hazard to the pipelines or feeder lines of the Licensee installed under this License, the Licensee shall receive due notice of such proposed use, and shall have a reasonable time to adequately protect its pipeline or feeder line facilities, or to move its pipeline or feeder lines subject to Department approval at the Licensee's sole cost and expense.

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ARTICLE 3
Construction, Maintenance and Relocation

The Licensee agrees that all installations of pipelines and feeder lines and the operation, maintenance, repair, replacement, changing the size of and removal of such pipeline and feeder line facilities ("Facilities") shall be accomplished in accordance with all applicable Federal, State and County laws, statutes, ordinances, rules and regulations and with the best recognized practices of the pipeline industries and the Department's Design Guidelines.

The Licensee specifically agrees that all underground pipelines and feeder lines constructed or installed on or under the Airport lands and facilities of the County, whether before or after the date hereof, which are the subject of this License, shall be installed with a minimum cover of 24 inches under the existing ground level.

The Licensee agrees that pipelines and feeder lines constructed or relocated after the date hereof shall be designed and constructed to withstand maximum anticipated external loading under all existing and subsequently constructed roads, pavements, railroad crossings, runways and taxiways.

The Licensee shall not create any obstruction or conditions which are or may become dangerous to the public or which would otherwise interfere with the safe and efficient operation of the Airport.

The Licensee shall promptly repair any damage or injury to the road, pavement, highway, canals, sewage lines, or taxiways or runways or appurtenances thereto caused by reason of the exercise of the privileges granted in this License, restoring same to the condition at least equal to that existing immediately prior to the inflicting of such damage or injury, at no cost to the County whatsoever.

The License granted herein to the Licensee is nonexclusive. The County may grant like or similar licenses to others; provided, however, that installations made under such licenses granted to others shall not unnecessarily or unreasonably interfere with the installations made by the Licensee under this License. The County specifically reserves the right to cross or to permit others to cross or parallel the pipeline and feeder line installations of the Licensee installed under this License with pipelines, roads, railroad tracks, utilities, taxiways or runways or extensions (collectively, "Pipelines") to any of County or third-party facilities or other facilities, including, but not limited to, a new, relocated petroleum products tank farm, to be served by the Licensee's pipeline and feeder lines (hereinafter collectively referred to as "Third Party Facilities"). In the event the County grants such licenses which may affect the use by the Licensee of the Airport lands and facilities subject to the license herein granted, the Licensee shall be given sixty days notice by the Department of its intention to grant such licenses for the construction or installation of such Pipelines across or parallel to the pipeline and feeder line installations of the Licensee authorized herein, or to grant permission for same to others.

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The Licensee shall be given copies of the plans and specifications for such Pipelines prior to the construction of same.

Should the Licensee or the Department determine that the Licensee's pipelines and/or feeder lines must be relocated and/or protected because of the construction of such Third-party Facilities, the Licensee shall relocate and/or protect its pipeline and/or feeder lines to the Licensee's and Department's complete satisfaction, within the said sixty days or any reasonable extension of time granted by the Department. All costs of such relocation and/or protection necessitated by the construction of such Third-party Facilities for the sole or primary benefit of the County, in connection with the obligation of the County to operate, maintain and develop the Airport, shall be borne by the Licensee. The Licensee shall not be responsible for such relocation and/or protection necessitated by the construction of such Third-party Facilities which are not for the sole or primary benefit of the County, in connection with the obligation of the County to operate, maintain and develop the Airport.

Not withstanding anything to the contrary herein, the Licensee shall not be required to bear any costs of relocating and/or protecting its pipeline and/or feeder lines when such costs arise from the installation of a petroleum pipeline by a third party to be operated in competition with the Licensee, licensed by the County, in its proprietary capacity as operator of the Airport. The Licensee shall not be required to relocate and/or protect its pipeline and/or feeder lines unnecessarily, unreasonably nor for any reason that is not for the sole or primary benefit of the County, in connection with its obligation to operate, maintain and develop the Airport. The Department agrees to cooperate with the Licensee to minimize or reduce the Licensee's expenses for any such relocation and/or protection work. The Licensee agrees to install and/or to relocate its pipeline facilities so as not to interfere with existing structures, utilities, pipelines, culverts, cables and the like, whether owned by the County or others.

Notwithstanding anything to the contrary contained in the above paragraphs or elsewhere in this License, the Licensee acknowledges that it is aware that the County is considering the possible relocation or construction of a new aviation petroleum products tank farm and, by acceptance of this License, hereby agrees that such relocation and/or construction shall be considered as being for the sole or primary benefit of the County, in connection with its obligation to operate, maintain and develop the Airport.

ARTICLE 4
License Fee / Payments

Commencing on July 7, 2012, and annually thereafter unless changed as provided for herein, the License remains in effect, the Licensee shall pay to the Department for the privileges granted under this License, the sum of $51,685.14 per year, which is based on 1/3 of the established square foot land rate (Zone 1) for the Perimeter Road area at the Airport multiplied by 5, times the number of linear feet of pipeline shown on Exhibit B, ([$1.55 ÷ 3 x 5= $2.58]; $2.58 x 20,033=$51,685.14), plus State sales tax as applicable.

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It is understood that, in the event of any change to Exhibit B, the amount above shall be reduced or increased to reflect the change in lineal feet of pipeline as applicable.

The yearly sum due under this Agreement may be adjusted by the Department on October 1, 2012, and October 1 annually thereafter, prorated as appropriate, to reflect a change in the applicable land rate established by the Board of County Commissioners of Miami-Dade County.

The Licensee shall make its payments to the following address:

Miami-Dade County Aviation Department
Accounting Division
Post Office Box 526624
Miami, FL 33152-6624

Payments may be made by hand-delivery to the offices of the Department during normal working hours.

ARTICLE 5
Force Majeure

The County and/or Licensee shall not be liable for any violation and breach of any provision hereof caused by an Act of God, rebellion, invasion, or insurrection over which they have no control.

ARTICLE 6
Assignments / Subletting

This License shall not be assigned, nor sublet in whole or in part by the Licensee without the consent of the County first being obtained in writing, which consent shall be granted only to a common carrier, which will provide the same services as the Licensee hereunder.

ARTICLE 7
Termination

The rights granted the Licensee by this License may be terminated in any one or more of the following ways:

(a) By written notice by either party to the other party, not less than ninety days prior to any annual anniversary date hereof.

(b) In the event the Licensee shall violate any one or more of the provisions, covenants and agreements of this License, and such default shall continue

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for a period of sixty days from the date the Department notifies the Licensee in writing of the existence of such default, except that only thirty days written notice is required for violations of Article 8 hereof.

(c) In the event the Licensee shall fail to make the payments provided herein, the Department shall serve written notice upon the Licensee and in the event such payments are not made with fifteen days from the date of said notice of delinquency this License and the term hereby granted shall, at the option of the Department, cease, terminate and expire.

ARTICLE 8
Quiet Use

The Licensee agrees that in its use and enjoyment of the License issued herein and in the exercise of the rights herein permitted, it will use every reasonable precaution and will comply with the best and most modern practices in the handling of petroleum and petroleum products. The Licensee shall construct, install and control its operation of said pipeline in such manner as to avoid the creation of any nuisance on the Airport. The Licensee shall so conduct its business on the Airport as not to create any danger to persons or property. The provisions of this paragraph are mandatory, and should the Licensee fail to comply therewith the Department shall have the right to cancel and terminate this License by giving the Licensee thirty days written notice of its intention so to do unless the cause(s) for giving such notice is cured within the notice period.

ARTICLE 9
Notices

All notices required or permitted to be given under the terms and provisions of this License by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County or Department

Director
Miami-Dade County Aviation Department
Post Office Box 025504
Miami, FL 33102-5504

As to the Licensee

Director, Field Operations, Eastern Region
Buckeye Pipeline Company
P.O. Box 368
5002 Buckeye Road
Emmaus, PA 18049

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or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. Hand delivered notices shall be deemed received when presented to the local management representative of the Licensee or to the office of the Director of the Department.

ARTICLE 10
License Subject to Certain Restrictions

This License is subject to all the easements now existing on the Airport property and is further subject to all exceptions, reservations, conditions, and restrictions set forth in the deeds to the County from the United States of America, recorded in the Official Records of Miami-Dade County.

ARTICLE 11
Ingress and Egress

The Licensee, its servants, agents, employees, and independent contractors shall at all times have the right of ingress and egress to and from the location of the said pipeline and feeder lines of the Licensee for the purpose of installing, operating, maintaining, repairing, replacing, changing the size of, relocating and removing the pipelines and feeder lines of the Licensee installed under this License, and further to use such additional lands of the County adjacent to the location of such pipeline and feeder lines installations as may be necessary for the movement of men, materials, and equipment for the above purposes; provided, however, that at no time and under no circumstances, shall any such movement of men, materials and equipment obstruct or interfere with the air space, air traffic on the Airport, or any aircraft operating from the Airport, or vehicular traffic. In performing such activities, the Licensee shall at all times comply with all Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, operational directives issued thereunder and all additional laws, statutes, ordinances, regulations and rules of the Federal, State, and County Governments, including specifically all applicable environmental and Federal air and safety laws, rules and regulations.

ARTICLE 12
Removal of Licensee's Facilities

The licensee shall within sixty days after the termination of this License remove, at the Licensee's sole cost and expense, the pipeline and feeder lines owned by the Licensee from the roads and property of the County, or, if approved in writing by the Department and, if permitted by the appropriate Federal, State and County environmental agencies, close and abandon such pipelines and feeder lines, in place. In connection with either in-place closure and abandonment or removal, the Licensee shall name the County as an additional beneficiary of any evidence of financial responsibility required by

said environmental agencies. If the pipelines and feeder lines are to be removed, the base and surface of the roads and other disturbed property of the County shall be restored, at the Licensee's sole cost and expense, and at no cost or expense to the County, to as good a condition as they were prior to such removal. Such obligation of the licensee in this respect shall not only survive the original restoration, but shall also be applicable to further restorations required because of the settlement of earth or other cover materials or otherwise for a period of one year after removal of such pipeline or feeder line.

ARTICLE 13
Rules and Regulations

The License hereby further agrees to comply with all laws, statutes, ordinances, rules, and regulations of any lawful authority having jurisdiction over the activities of the Department and/or the Licensee; to comply with the highest standards of safety in general usage in the industry; to comply with the rules and regulations of the Department in force and effect at the time of the execution of this License or any future reasonable rules or regulations promulgated by the Department or the County.

ARTICLE 14
Insurance

In addition to such other insurance as may be required by law, the Licensee shall maintain the following insurance during the term of the License.

(a) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability and Products Liability, in amounts not less than one hundred million dollars ($100,000,000.00 US) combined single limit per occurrence for bodily injury and property damage. Commercial General Liability insurance coverages, as required herein, shall include those classifications as listed in standard liability manuals, which are applicable to the operations of the Licensee hereunder. The County must be shown as an additional insured with respect to the coverage.

(b) Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, in an amount not less than five million dollars ($5,000,000.00 US) combined single limit per occurrence for bodily injury and property damage.

(c) Environmental impairment liability insurance, covering at least sudden and accidental discharges, in an amount not less than ten million dollars ($10,000,000.00 US).

(d) Such additional environmental liability and financial responsibility coverages, as may be required from time to time by appropriate regulatory agencies having jurisdiction over the operations of the Licensee hereunder.

All insurance policies required herein shall be issued in companies authorized to do business under the Laws of the State of Florida. Such companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.

Within 15 days following the date of this License and prior to the commencement of operations hereunder, and annually thereafter, the Licensee shall furnish certificates of insurance to the Department which certificates shall clearly indicate: (1) that the Licensee has obtained insurance in the type, amount and classifications as required for strict compliance with this Article; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to the Department; and (3) that the County is named as an additional insured. The County reserves the right to require the Licensee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Licensee, which notice shall automatically amend this License effective thirty days after such notice.

Compliance with the foregoing requirements shall not relieve the Licensee of its liability under any other portion of this License. The insurance coverage requirements specified in this License shall not be, or deemed to be, a limitation on the Licensee's liabilities hereunder.

ARTICLE 15
Severability

If any provision of this License or the application thereof to either party to this License is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this License which can be given effect without the invalid provision, and to this end, the provisions of this License are severable.

ARTICLE 16
Governing Law/ Venue

This License shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this License shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

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ARTICLE 17
Trust Agreement

Notwithstanding any of the terms, provisions and conditions of this License, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this License, and the levels of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Trust Agreement dated as December 15, 2002, by and among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-Trustee (the "Trust Agreement"), shall prevail and govern at all times during the term of this License. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

If, at any time during the term of this License, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this License, including the rentals, fees and charges required to be paid hereunder to the County by the Licensee or by other licensees under other agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this License in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Licensee and others, shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this License, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this License shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Licensee.

ARTICLE 18
Nondiscrimination

The Licensee, in exercising any of the rights or privileges herein granted, shall not on the grounds of race, color, sex or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Rules and Regulations of the U.S. Secretary of Transportation, as set forth in 49 CFR Part 21. The County is hereby granted the right to take such actions, anything to the contrary herein notwithstanding, as the United States government may direct to enforce this nondiscrimination covenant.

CB

ARTICLE 19
Drug-Free Workplace Certification

The Licensee, in its execution of this License, hereby certifies and agrees, pursuant to County Ordinance No. 92-15, adopted on March 17, 1992 as such may be amended from time to time, that it will provide drug-free workplace(s) for all its employees. In providing such drug-free workplace(s), as a minimum, the Licensee shall do the following:

(A) Provide each employee with a written statement notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4), Florida Statutes in the Licensee's workplace(s) is prohibited and specifying the actions the Licensee will take against employees for violation of such prohibition. Such written statement shall also inform the employee about the following:

(1) The dangers of alcohol and drug abuse in the workplace.

(2) The Licensee's policy of maintaining a drug-free environment at all its workplaces, including, but not limited to, all locations where employees perform any task relating to its operations under this License.

(3) Any available alcohol and drug counseling, rehabilitation and employee assistance programs available to employees with an alcohol or drug problem.

(4) The penalties that may be imposed by the Licensee on employees for alcohol or drug abuse violations.

(B) Require each employee to sign a copy of the written statement required pursuant to Section (A) above to acknowledge the employee's receipt of same and advice as to the specifics of such policy. The Licensee shall maintain copies of the statements signed by its employees. The Licensee shall also post in prominent places at all of its workplaces a written statement of its drug-free workplace policy containing at least all of the elements contained in Paragraphs (1) through (4) of Section (A) above.

(C) Notify each employee, in the written statement required pursuant to Section (A) above, that as a condition of employment, the employee will (I) abide by the Licensee's drug-free workplace policy contained in the written statement; and (ii) notify the Licensee of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(D) Notify the Department within ten days after receiving notice under Section (C) above from such employee or otherwise receiving actual notice of such conviction.

(E) Impose appropriate personnel action, up to and including termination, for any employee convicted for violation of a criminal drug statute; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program, approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

(F) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (A) through (E) above.

Annually, as of the annual anniversary date of the effective date of this License, the Licensee shall provide a certification, in a form to be prescribed by the County, that it will continue to provide for drug-free workplace(s) in the same manner as described herein.

This License shall be terminated, upon fifteen days written notice to the Licensee without liability to the County, if the Department or the County Manager determines any of the following:

(G) That the Licensee has made a false certification in its execution of this License or in accordance with the annual re-certification required above;

(H) That the Licensee has violated its original or renewal certification by failing to carry out any of the requirements contained in Sections (A), (B), (C), (D), (E) or (F); or

(I) That such a number of employees of the Licensee have been convicted of violations in workplace (s), as to indicate that the Licensee has failed to make a good faith effort to provide a drug-free workplace as required herein.

ARTICLE 20
Rights of County

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Licensee for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents. The Department shall endeavor to notify the Licensee a minimum of three working days prior to making such repairs, alterations and additions to any structures and facilities which might endanger or otherwise affect the Licensee's pipeline or feeder lines installed pursuant to this License.

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ARTICLE 21
Rights to be Exercised by Department

Wherever in this License rights are reserved to the County, such rights may be exercised by the Department.

ARTICLE 22
Interpretation

This License is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this License shall not be construed in favor of or against any of the parties hereto.

---End of Exhibit A---

CCS

These 2 portions appears to lie outside MIA property line
Length ±611 feet

(This portion appears to lie outside MIA property line)
Length ±2,824 feet

Total Length of pipe from NW 36th St ±23,468 feet
Length of pipe apparently outside MIA boundary ±3,435 feet
Total Length of pipe to be considered ±20,033 feet

Calculations are based on scans of hand drawings and exhibits from several sources, not on surveys or CADD files

EVERGLADES PIPELINE
EVERGLADES PIPELINE (OUTSIDE MIA PROPERTY)
PROPERTY LINE

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Warning: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. For U.S. government agencies, public disclosure id governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520. This document may also be exempt from disclosure and/or public access under one or more of the following: FSS 119.07; FSS 281.301; FSS 331.22. Unauthorized release may result in civil or criminal penalty.

EXHIBIT B
EVERGLADES PIPELINE LAYOUT INSIDE MIA PROPERTY
July 07, 2012

MIAMI-DADE COUNTY

PROJECT FILE: 60560_01 SCALE: N.T.S. TECHNICAL SUPPORT DIVISION

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