

RESOLUTION NO. 2024-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE
MANAGER TO NOTIFY FPL OF THE VILLAGE'S
INTENT TO EXTEND THE LICENSE AGREEMENT
FOR USE OF PROPERTY AS AN ANNEX FOR THE
PUBLIC WORKS COMPLEX FOR AN ADDITIONAL
FIVE-YEAR TERM; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Village Council approved Resolution 2005-38 authorizing the execution of an agreement with FPL for use of a portion of their property for parking at the adjacent Public Works complex; and

WHEREAS, the Village Council approved Resolution 2010-45 authorizing extending the license agreement for use of property as an annex for the public works complex for an additional five-year term; and

WHEREAS, the Village Council wishes to extend the agreement for an additional five-year term;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to notify FPL of the Village's intent to extend the License Agreement, for the use of the property as an annex for the Public Works complex, for an additional five-year term.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency


Mitchell Bierman
Village Attorney

Consent Agenda



PINECREST
MEMORANDUM

Office of the Village Manager

DATE: August 30, 2024
TO: The Honorable Mayor and Members of the Village Council
FROM: Yocelyn Galiano, ICMA-CM, Village Manager 
RE: Lease Agreement with FPL

I hereby respectfully request authorization to execute the attached lease agreement with Florida Power and Light, for the use of approximately 7,320 square feet of FPL property (strip measuring 35 feet by 245 feet), for parking and storage adjacent to the Public Works complex at the rear of Pinecrest Gardens. The parking is available to employees of the Public Works Department and Pinecrest Gardens.

Since 2005, the Village has executed similar 5-year lease agreements for the continued use of the property. This most recent lease agreement will cost the Village a total of \$52,048.50 over the next five years.

/yg



Instructions for Executing Your New Agreement with Florida Power & Light Co.

Enclosed is the new license Agreement (“**Agreement**”) that allows use of Florida Power & Light (“**FPL**”) owned property. Please complete the following steps to execute the Agreement:

1. Do not fill in the **Effective Date** at the top of the Agreement. This will be completed when the Agreement is fully executed.
2. The person whose name appears on the Agreement must **sign and print their name on the signature page**. For an entity such as a corporation, limited liability company, partnership, or similar, a person who is authorized to bind the entity to a lease or similar type of contract must provide signature, legible printed name, and title on the signature page.
3. **Return the original document** to the below office address Attn: Asset Management. When the Agreement is executed by FPL, a copy will be sent to you for your records.
4. Please **include your first payment**, plus any applicable sales tax, as it appears in the Agreement. **Please send the first payment to the below office address Attn: Asset Management. Subsequent payments should go to the address in the agreement.**
5. Please **include a Certificate of Insurance** that satisfies the **\$3 million** minimum requirements per the Agreement. FPL must be named on the certificate as both an “Additional Insured” and as a “Certificate Holder”. If you are uncertain whether your policy complies with this requirement, please consult with your insurance carrier. Please also note that the following language, or something similar, should be used in the Description of Operations section of the Certificate of Insurance: *This insurance is **primary and non-contributory** over any existing insurance and limited to the liability arising out of the operations of the named insured and where required by written contract. **Waiver of subrogation** is applicable where required by written contract.*

Please return the executed original postmarked no later than September 12, 2024. If you have any comments or edits to the document, DO NOT MAKE CHANGES TO THE FILE SENT. Please communicate your changes to me via email or phone and I will edit the document and resend to you.

Noemi Vaden
Florida Power & Light Company
700 Universe Boulevard, B2A/JB
Juno Beach, FL 33408
Phone: 561-890-8999 Mobile
Noemi.vaden@fpl.com

LICENSE AGREEMENT
(FPL License #0330-SD-2010)

THIS LICENSE AGREEMENT (“**License**”) is made this ___ day of _____, 2024 (“**Effective Date**”) by and between Florida Power & Light Company, a Florida corporation (“**Licensor**”), whose mailing address is 700 Universe Blvd., B2A/JB, Juno Beach, Florida 33408-0420, and the Village of Pinecrest, a Florida municipal corporation (“**Licensee**”), whose mailing address is 10800 SW 57th Avenue, Pinecrest, Florida 33156.

WITNESSETH

WHEREAS, Licensor is the owner in fee simple of that certain real property located in Miami-Dade County, Florida, more particularly shown and described on **Exhibit A** attached hereto and incorporated herein by this reference (“**Licensed Premises**”); and

WHEREAS, Licensee desires to occupy and use the Licensed Premises as stated herein and Licensor desires to allow such occupancy and use of the Licensed Premises upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants, agreements and promises contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

TERMS, CONDITIONS, AND PROVISIONS

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.
2. **Use.** Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a non-exclusive license to occupy and use the Licensed Premises solely for vehicle parking purposes and commercial storage, but not for any other purpose whatsoever, upon the terms and conditions set forth in this License. Licensee shall adhere to, mandate, and strictly enforce rules in regards to the staging and storage, including, but not limited to the following: (i) no pressure washing of vehicles / equipment on the Licensed Premises; (ii) no sand blasting or painting upon the Licensed Premises; (iii) no repairing or maintenance of vehicles / equipment upon the Licensed Premises; and (iv) nobody shall either permanently or temporarily (overnight) live or reside inside a vehicle, trailer, or any other type of equipment parked upon the Licensed Premises. Licensee shall obtain at its sole cost and expense, all applicable federal, state, and local permits required in connection with Licensee's allowed use of the Licensed Premises and provide copies of each such permit to Licensor.
3. **Term.** This License is for a term of five (5) years, commencing retro actively on the 8th day of January, 2024 (“**Commencement Date**”) and ending on the 7th day of January, 2029 (“**Term**”), unless earlier terminated as provided by this License, or otherwise extended by mutual written agreement of Licensor and Licensee.
4. **License Fee.** During the term, Licensee shall pay Licensor the sum of ten thousand, four hundred nine and 70/100 dollars (\$10,409.70) annually plus any applicable sales tax (“**License Fee**”), in lawful currency of the United States of America in the form of a regular bank check, cashier’s check or money order. The first year’s License Fee shall be due upon the Effective Date of this License; and thereafter, the License Fee shall be due on or before the first (8th) day of each and every January during the term. The total aggregate License Fee calculated over the initial 5-year term shall equal fifty-two thousand forty-eight and 50/100 dollars (\$52,048.50). Installment payments shall be mailed to the following address and shall correspond to the following “Fee Due Date / Payment Amount” schedule:

<u>Fee Due Date</u>	<u>/</u>	<u>Payment Amount</u>
January 8 th , 2024		\$10,409.70
January 8 th , 2025		\$10,409.70
January 8 th , 2026		\$10,409.70
January 8 th , 2027		\$10,409.70
January 8 th , 2028		\$10,409.70

The License Fee shall be mailed to the following address:

**Florida Power & Light Company
Attn: Asset Management Tammy Jaufmann
700 Universe Boulevard B2A/JB Juno Beach, FL 33408**

5. Licensor's Rights. Licensee agrees to never claim any interest or estate of any kind or extent whatsoever to or in the Licensed Premises by virtue of this License or the occupancy or use hereunder. Licensee's use of the Licensed Premises shall always be subordinate to Licensor's rights to and in the Licensed Premises. Licensor hereby reserves the right to enter upon the Licensed Premises at any time and for any purposes and Licensee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees accordingly. Licensor, its employees and contractors are not and shall not be responsible or liable for any injury, damage or loss to Licensee resulting from Licensor's use and/or Licensee's use of the Licensed Premises. Licensor may at its sole discretion, install and/or permit others to install facilities upon, over and/or under the surface of the Licensed Premises at any time and from time to time during the Term.

6. Conditions and Restrictions on Use.

(a) Licensee shall, at its sole cost and expense, comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the Licensed Premises or use of the Licensed Premises. Licensee shall employ agricultural and other land management practices standard in the county and/or counties in which the Licensed Premises is located according to the purpose for which this License is granted and for the protection of the Licensed Premises. Licensee shall not designate or use the Licensed Premises to satisfy or comply with any minimum required parking code. Licensee shall not within the Licensed Premises, construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement without the prior written consent of Licensor. All work to be performed by Licensee upon the Licensed Premises shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Licensor for Licensor's prior written approval thereof. Licensee shall not commence any work on the Licensed Premises unless and until such plans and specifications have been approved in writing by Licensor. Licensee shall pay directly on its own behalf for all costs and expenses associated with the construction and maintenance of all improvements and facilities that it constructs, operates and maintains upon the Licensed Premises. All fences, gates, lighting systems and irrigation systems installed by Licensee shall be electrically grounded according to Licensor's specifications. Licensee shall not cause or allow any waste of the Licensed Premises and shall not remove soil, import soil or alter the existing surface elevation of the Licensed Premises without first obtaining Licensor's prior written consent, which Licensor may grant or withhold in its sole discretion. Licensee shall pay for all utility and other services furnished to or for Licensee upon the Licensed Premises. Licensee shall remove trash, rodents, insects and vermin from the Licensed Premises as necessary.

(b) Licensee shall not use the Licensed Premises in any manner which, in the sole opinion of Licensor, might interfere with Licensor's use of the Licensed Premises or might cause a hazardous condition to exist. Licensee acknowledges that electrical equipment and appurtenances including, but not limited to, utility poles, overhead and underground wires, cables, conduits, circuits, insulators, transformers, guy wires and guy wire anchors (collectively "**Licensor Facilities**"), are installed or may be installed over, upon and under the surface of the Licensed Premises by Licensor and/or by others and are conductors of high-voltage electricity. Licensee understands that contact with or disturbance of any of these Licensor Facilities may cause a condition hazardous to persons and/or property. Licensee shall exercise extraordinary precautions to prevent injury or damage to persons and/or property that could result from contact with or disturbance of Licensor Facilities. Licensee shall notify its employees, agents, contractors, subcontractors, licensees and invitees of the existence of Licensor Facilities when working in the vicinity of Licensor Facilities.

(c) Licensee shall not install any improvements within twenty-five (25) feet of Licensor Facilities, unless Licensee first obtains prior written approval from Licensor. Licensee shall not cause or allow anything to exceed fourteen (14) feet in height above the surface of the Licensed Premises, nor allow any equipment capable of extending greater than fourteen (14) feet above the surface of the Licensed Premises to be brought upon the Licensed Premises, except that this provision shall not apply to equipment and items brought onto the Licensed Premises by Licensor or Licensor's employees, agents, and contractors. Licensee shall utilize effective dust control measures to prevent contamination of high-voltage circuit insulators. In each and every location where an electrical circuit exists above the ground surface of the Licensed Premises, Licensee shall not allow to be planted or rooted in the ground within less than fifty (50) lateral feet of such circuit, any type of vegetation that is capable of growing to a height of fourteen (14) feet or more above the ground surface. Licensee may, anywhere upon the Licensed Premises, grow any type of vegetation that is planted and rooted in a pot or container where the volume capacity of the pot or container does not exceed twenty-five (25) gallons and where no part of the pot or container exists below the surface of the ground that touches the pot or container. Vegetation planted and rooted in a pot or container shall not be allowed at any time to exceed a height of fourteen (14) feet above the ground surface of the Licensed Premises. Licensor shall have the right, but no form of obligation, to inspect the Licensed Premises to determine if Licensee is in compliance with all terms, conditions and provisions of this License.

7. Environmental.

(a) Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed upon, under, transported across, or stored upon the Licensed Premises, which restricts, impairs, interferes with, or hinders the use of the Licensed Premises by Licensor or the exercise by Licensor of any of its rights thereto.

(b) After the Effective Date, Licensee may perform a Phase I and/or Phase II environmental site assessment as per ASTM criteria to investigate the existing environmental condition of the Licensed Premises that is the subject of this License. The performance or the failure to perform an environmental site assessment does not relieve the Licensee from compliance with any other provision of this section of this License. Licensee shall maintain copies of any local, state or federal permits, licenses or other authorizations required for any and all of its activities on the Licensed Premises and present copies of such permits, licenses or other authorizations to Licensor and to any local, state and federal governmental agency official that requests to see the same.

(c) Licensee shall not create or contribute to any Environmental Contamination, Unauthorized or Unpermitted Wetland Impacts, Unpermitted Groundwater Wells, Illegal Use of Ground or Surface Waters or any Other Environmental Impacts (individually and collectively referred to as "**Environmental Conditions**") as a result of its use of the Licensed Premises.

(1) Environmental Contamination is defined as any spilling or discharge of any chemical constituent by the Licensee to the environment that results in any pollution, seepage or contamination of the groundwater, surface water, soil, or any other environmental media, on or from the Licensed Premises, above the federal, state or local regulatory levels; including: (i) for groundwater: Chapters 62-777, Table I, 62-520, or 62-550 of the Florida Administrative Code ("**FAC**"); (ii) for surface waters: Chapters 62-777, Table I, or 62-302 of the FAC; and (iii) for soils: Chapters 62-777, FAC, Table II; or above natural background levels.

(2) Wetland Impacts are defined as activities impacting areas defined as "**wetland**" under the following: (i) federal law (for example, Section 404 of the Clean Water Act); (ii) federal rules (for example, current approved Army Corps of Engineers ("**ACOE**") Delineation Manual); (iii) federal guidance; (iv) state law (for example, Section 373.019(22), Florida Statutes); (v) state rules (for example, Chapter 62-340, FAC); (vi) state guidance; (vii) case law as formulated that further explains wetland jurisdictional criteria; (viii) local law (for example, county ordinances); (ix) local guidance; or (x) local policy. Unauthorized or Unpermitted Wetland Impacts shall mean the failure to obtain all required federal, state and local permits to impact the wetland or undertaking any action or activity in violation of any such permits. Some examples of permits needed to impact the wetland are the county environmental resources management permits, the State of Florida Department of Environmental Protection or Water Management district permits, and the Federal ACOE permits.

(3) Unpermitted Groundwater Wells means the installation or the use of an existing groundwater well without obtaining the appropriate state and local permits for the well installation and/or well pumping for use of groundwater or surface water in the area.

(4) Illegal Use of Ground or Surface Waters means the withdrawal or use of either ground water or surface water without obtaining any required consumptive use or water use permits from the South Florida Water Management District (“**SFWMD**”) or in violation of any consumptive use or water use permit issued by the SFWMD.

(5) Other Environmental Impacts, include, but are not limited to: failure to apply pesticides consistent with labeling instructions; failure to dispose of pesticide containers as per label instructions; failure to have licensed and trained personnel applying pesticides; failure to properly manage pesticide mix/load sites to avoid pesticide release to soils or surface waters in quantities or concentrations other than that specified on the label application instructions; or any violations of Federal Insecticide, Fungicide, and Rodenticide Act, or its state law equivalent; or any violations of the Florida Department of Agriculture and Consumer Services rules or Best Management Practices for the activities contemplated by this License.

(d) If the Licensee causes any Environmental Conditions to occur because of the performance of activities contemplated by this License, Licensee shall notify Licensor immediately upon discovery. Licensee acknowledges that the failure to deliver such notification may cause Licensor to file a damage claim against Licensee and confers to Licensor the right to terminate this License as set forth below in Section 9. Within seventy-two (72) hours of discovering such Environmental Conditions, Licensee shall, at its sole cost and expense, correct such condition or situation; provided that the Licensor retains the right to enter upon the Licensed Premises and correct any such condition or situation at any time. Any release notifications required to be submitted to federal, state or local regulatory agencies, because of the actions of Licensee pursuant to this License or any other notifications based on Environmental Conditions, shall be coordinated with Licensor.

(e) If Licensee, or its employees, contractors, subcontractors or anyone else working at the direction of Licensee causes Environmental Conditions on the Licensed Premises, or causes contamination that originates on the Licensed Premises, Licensee, on its own behalf and on behalf of its shareholders, officers, directors, employees, servants, agents, and affiliates, shall and hereby does forever hold harmless, indemnify, and release Licensor, and its shareholders, officers, directors, employees, servants, agents and affiliates (collectively, “**Licensor Entities**”) of and from all claims, demands, costs, loss of services, compensation, actions or investigations on account of or in any way growing out of the Environmental Conditions, and from any and all known and unknown, foreseen and unforeseen damages, and the consequences thereof, resulting from the Environmental Conditions, including but not limited to, restoration of the Licensed Premises to the condition it existing prior to the occurrence of the Environmental Conditions.

8. Right to Cure. Licensor, at its sole discretion, may remove or cause to be removed by it or by its employees, agents, contractors, subcontractors, licensees, and invitees, any and all objects, materials, debris, or structures that could create a condition hazardous to persons or property or interfere with Licensor’s use of the Licensed Premises or with Licensor Facilities. Licensor may, at its sole discretion at any time during the term of this License, require the Licensee to post a bond in the amount determined by the Licensor to be necessary to protect its facilities. Said bond may be drawn upon by the Licensor in the event it must expend costs to cure any and all violations under this License, hazardous conditions and restore power resulting from electrical outages. All costs incurred and/or expended by Licensor pursuant to this section which are caused by Licensee, its employees, agents, contractors, subcontractors, licensees, and invitees, are and shall be the sole obligation of Licensee, who shall reimburse Licensor immediately upon demand. Subject to the limitations of Section 768.28, Florida Statutes, in the event any of Licensee’s activities on or use of the Licensed Premises result in electrical outages, all costs incurred by Licensor to restore power are the sole responsibility of Licensee and shall be reimbursed to Licensor immediately upon demand. Any failure by Licensee to comply with its obligations under the terms of this paragraph will result in the immediate cancellation of this License without waiving Licensor’s right to pursue other remedies for damages.

9. Termination. Licensee may terminate this License at any time and for any reason or no reason by giving Licensor at least ninety (90) days prior written notice of such termination. Licensor may immediately terminate this License at any time and for any reason or no reason by giving Licensee written notice of such termination. This

License shall terminate automatically upon the death or dissolution of the Licensee or if Licensee shall become insolvent or bankrupt.

10. Surrender. Upon expiration or earlier termination of this License, Licensee shall vacate and leave the Licensed Premises in as good a condition as existed prior to the Effective Date. No later than five (5) business days following the date upon which this License expires or terminates, Licensee shall remove all personal property and improvements placed upon the Licensed Premises by Licensee and shall repair and restore and save Licensor harmless from all damage caused by such removal. If any or all such personal property and improvements placed upon the Licensed Premises by Licensee is not so removed by Licensee within the above prescribed five (5) day time period, then Licensor shall have the right, but not the obligation, to take possession of and appropriate unto itself, without any payment or offset thereof, any personal property and improvements placed upon the Licensed Premises by Licensee or any other entity acting on behalf of Licensee. Licensor shall have the right, but not the obligation, to effect removal of such personal property, improvements and items at Licensee's sole cost and expense, the amount of which Licensee agrees to reimburse to Licensor immediately upon Licensor's demand.

11. No Encumbrances. Licensee expressly covenants and agrees that the Licensed Premises shall not be subject to any encumbrance by any mortgage, lien, financial instrument or other agreement outside of or in addition to this License, nor shall the Licensed Premises be liable to satisfy any indebtedness that may result from Licensee's operation or activity.

12. Indemnity. Licensee shall exercise its privileges herein at its sole risk and agrees to indemnify and save harmless Licensor and Licensor Entities, from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by Licensor Entities, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of Licensor Entities, arising from or in connection with the use of the Licensed Premises by Licensee, and its employees, agents, contractors, subcontractors, licensees, and invitees. Licensee agrees to defend, at its sole cost and expense, but at no cost and expense to Licensor Entities, any and all suits or actions instituted against Licensor Entities for the imposition of such liability, loss, cost, and expense arising from the use of the Licensed Premises by Licensee and its employees, agents, contractors, subcontractors, licensees, and invitees. Notwithstanding the provisions of this Section 12, nothing herein shall be deemed to waive the Licensee's sovereign immunity pursuant to Section 768.28, Florida Statutes.

12. Insurance. At all times, during the Term, Licensee shall have and maintain, at Licensee's sole cost and expense (i) Commercial General Liability insurance with minimum limits of \$3,000,000.00 for bodily injury or death of a person(s) and property damage per occurrence. The limits may be evidenced with a combination of primary and excess/umbrella insurance and (ii) Workers' Compensation insurance coverage as mandated by the applicable laws of the State of Florida. Said policies shall be endorsed to insure against obligations assumed by Licensee in the indemnity herein, and to be primary and non-contributory to any coverage maintained by Licensor. An ACORD or similar certificate of insurance shall be furnished to Licensor evidencing that said policy of insurance is in force and will not be canceled or non-renewed so as to affect the interests of the other until thirty (30) days prior written notice has been furnished to Licensor. Upon request, copies of said policy will be furnished to Licensor. Licensee understands and agrees that the use of any Site which is the subject of this Agreement is expressly contingent upon acceptance and compliance with the provisions contained herein.

13. No Transfer. Licensee shall not, without the prior written consent of Licensor, allow any other entity or party to occupy or use the Licensed Premises or in any way transfer, assign, lease, sublease, license, sublicense or in any other manner, convey this License to any entity or party not specifically named herein by Licensor as a party to this License. Licensee shall not hypothecate this License, nor enter into any license, concession agreement, mortgage, contract or other agreement which conflicts with or is contradictory to the terms and provisions of this License.

14. Holding Over. If Licensee continues to occupy and/or use the Licensed Premises, or any part thereof, after the expiration or earlier termination of this License, then no tenancy, ownership or other legal interest in the Licensed Premises to the benefit of Licensee shall result therefrom, but such holding over shall be an unlawful detainer and all parties occupying and/or using the Licensed Premises shall be subject to immediate eviction and removal.

15. **Waiver of Jury Trial.** LICENSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT(S) IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, OR ARISING FROM, UNDER, OR IN CONNECTION WITH THIS LICENSE, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF LICENSEE.

16. **Attorneys' Fees.** In the event of any litigation arising between the parties under this License, the prevailing party shall be entitled to reasonable attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this License coextensively with other surviving provisions of this License.

17. **Applicable Law and Venue.** This License, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Florida. All legal matters arising out of, or in connection with this License are and shall be subject to a court of competent jurisdiction within the State of Florida. The parties agree that jurisdiction to adjudicate any case or controversy involving this License shall exclusively be in the state courts located in County wherein the Licensed Premises is located. If any term, condition or provision, or any part thereof, is found by a Florida court to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this License.

18. **Time and Entire Agreement.** Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Licensor and Licensee. This instrument constitutes the entire agreement between the parties hereto and relative to the License, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this License must be in writing and executed by both Licensor and Licensee in order to be deemed valid and enforceable. If Licensor fails or elects to not enforce Licensee's breach of any term, condition or provision of this License, then Licensor's failure or election to not enforce Licensee's breach shall not be deemed a waiver of Licensor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this License.

19. **Notices.** All notices associated with and related to this License shall be deemed to have been served upon the date and time received by Licensor or Licensee at the addresses set forth in the Preamble by: government postal service, private delivery service or by electronic email. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

20. **Recording.** Neither this License, nor any memorandum or document related hereto may be recorded in any official public record.

21. **Headings and Gender.** All headings in this License are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this License. In construing this License, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

22. **Construction.** This License shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially in the negotiation and preparation of this License, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits, schedules, addendums or amendments hereto.

23. **Counterparts.** This License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

24. **Authority.** The individuals and entities executing below represent and warrant their corporate authority to execute this License, bind the respective entities hereto, and perform their obligations hereunder.

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

Witnesses for Licensor:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Witnesses for Licensee:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Licensor:

Florida Power & Light Company,
a Florida corporation

By: _____
Name: _____
Title: _____

Licensee:

Village of Pinecrest
a Florida municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

(To that certain License Agreement (FPL License# 0330-SD-2010))

Licensed Premises

Legal Description:

All that portion of the West 245 feet of the East 510.6 feet of Section 12, Township 55 South, Range 40 East, lying within the South 30 feet of the Tract 32, "Avocado Land Company Subdivision" of said Section 12, according to the Plat thereof as recorded in Plat Book 2, Page 44 of the Public Records of Miami-Dade County, Florida.

Image 1:



EXHIBIT A continued

(To that certain License Agreement (FPL License# 0330-SD-2010))

Exhibit A to that certain License Agreement (FPL License #0330-SD-2010) with the effective date of the ___ day of _____ 2024 by and between Florida Power and Light Company and the Village of Pinecrest. The Licensed Premises all lying and being in Miami-Dade County, Florida, a portion of parcel 20-5012-008-0030 containing approximately .17 acres.

Image 2

