



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works Department
Department

Delivered by: Jennifer Laffita
Name

Date of Transmittal: August 6th, 2012

City Clerk's Date Stamp

08-06-12 P04:22 RCVD *cd*

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Easement agreement between the City of Doral & Florida Power & Light Co. for Public Works Facility Parcel ID 35-3017-001-0612. One (1) set. Please return to PWD.

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by: Barbara Herrera

Returned to originating Department for the following corrections on _____ (Date)

N/A

Digital archive (J DRIVE): 8/7/12 (Date) Hard copy archive (J DRIVE): 8/7/12 (Date)

Tracking Log: 8/7/12 (Date) Website: 8/7/12 (Date)

Copy provided in electronic format to originating Department on 8/7/12 (Date)

Originals returned on 8/7/12 (Date)

Work Request No. 4508677

Sec. 17, Twp 53 S, Rge 40 E

Parcel I.D. 35-3017-001-0612
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: City of Doral PW Bldg
Co. Name: Florida Power & Light Company
Address: 6100 NW 99th Avenue
Doral, FL 33166

pg 1 of 1.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement See Attached Legal Description feet in width described as follows:

Reserved for Circuit Court

Install 1-500 KVA 277/480V 3PH PM TX at City of Doral Public Works Building, 6100 NW 99th Avenue.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on August 6th, 2012

Signed, sealed and delivered in the presence of:

Eric Carpenter
(Witness' Signature)

Print Name: Eric Carpenter
(Witness)

Rudy de la Torre
(Witness' Signature)

Print Name: Rudy de la Torre
(Witness)

City of Doral
(Corporate's name)

By: Yvonne Soler-McKinley
(President's signature)

Print Name: Yvonne Soler-McKinley

Print Address: 8401 NW 53rd Terrace
Doral, FL 33166

Attest: Barbara Herrera
(Secretary's signature)

Print Name: Barbara Herrera

Print Address: 8401 NW 53rd Terrace
Doral, FL 33166

(Corporate Seal)

STATE OF Florida AND COUNTY OF Miami-Dade. The foregoing instrument was acknowledged before me this 6th day of August, 2012, by Yvonne Soler-McKinley and Barbara Herrera respectively the City Manager President and City Clerk Secretary of the City of Doral, a Municipal corporation, who are personally known to me or have produced as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires: March 1, 2016

Notary Public, Signature

Print Name Jennifer Laffita

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 1 day of August, 2012 by and between CITY OF DORAL (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as City of Doral Public Works Building located in Doral, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$0.00 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer

shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
9. FPL shall:
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.


The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:



For FPL (Date) 08/01/2012

Accepted:



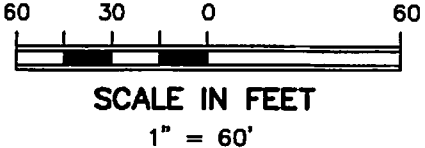
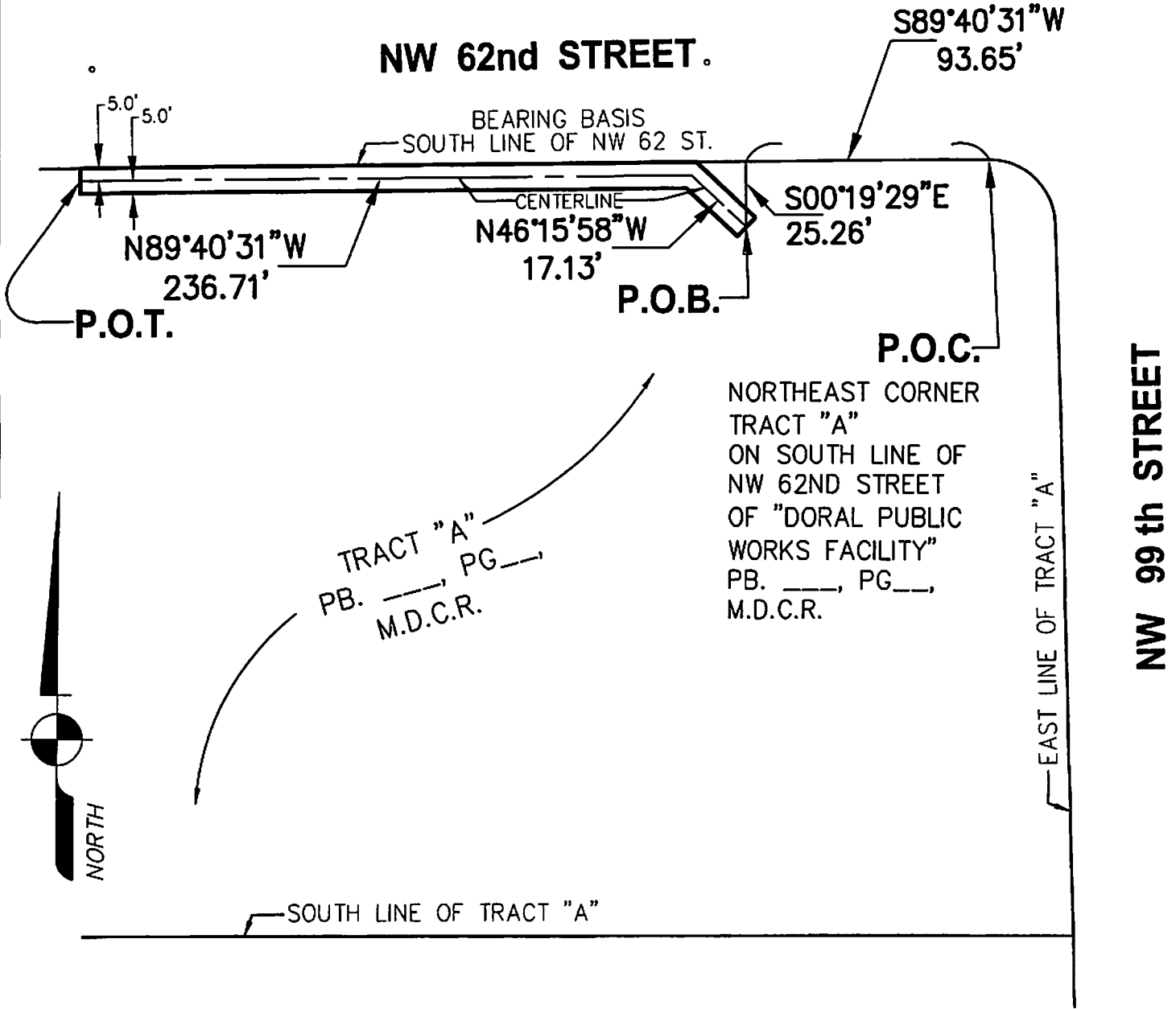
Customer (Date) 8/6/12

Witness (Date)

Witness (Date)

**SKETCH & DESCRIPTION
10 FOOT FLORIDA POWER & LIGHT EASEMENT**

A PORTION OF TRACT 'A'
DORAL PUBLIC WORKS FACILITY



**NOT VALID WITHOUT
SHEETS 1 AND 2**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 S.W. 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
 www.AVIROM-SURVEY.com

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JOB #:	9018
SCALE:	1" = 60'
DATE:	08/01/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	1589 PG. 42
SHEET	2 OF 2

SKETCH & DESCRIPTION
10 FOOT FLORIDA POWER & LIGHT EASEMENT

A PORTION OF TRACT "A"
DORAL PUBLIC WORKS FACILITY

LAND DESCRIPTION:

A portion of Tract "A" "DORAL PUBLIC WORKS FACILITY" according to the Plat thereof as recorded in Plat Book _____, Page _____ of the Public Records of Miami-Dade County, Florida, described as follows:

Commence at the northeast of said Tract "A", also being on the south line of NW 62nd Street, as shown on the said Plat; thence S89°40'31"W, along the south line of said NW 62nd Street, 93.65 feet; thence S00°19'29"E, 25.26 feet to the Point of Beginning, said point being on the centerline of said ten foot easement; thence N46°15'58"W, along said centerline, 17.13 feet; thence N89°40'31"W, along said centerline, 236.71 feet to the Point of Termination.

Said lands lying in the City of Doral, Miami-Dade County, Florida.

NOTE: The sidelines of said easement will extend or shorten to form a continuous strip of land.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south right-of-way line of NW 62nd Street having a bearing of S89°40'31"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; P.O.C. = Point of Commencement. M.D.C.R. = Miami Dade County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.T. = Point of Termination.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.


Date: 8/1/2012



JOHN T. DOOGAN, P.L.S.

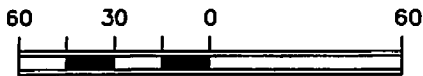
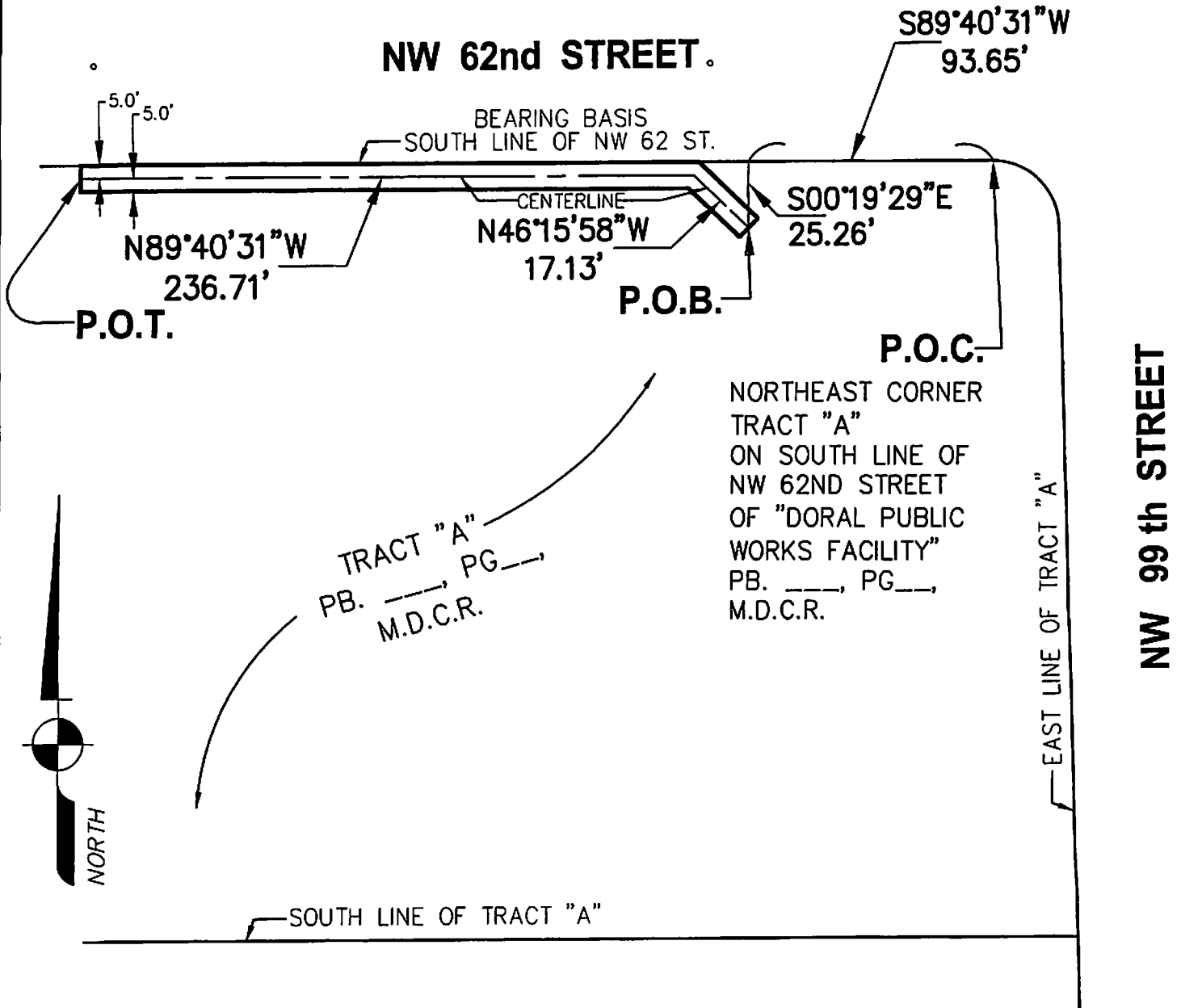
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT
SHEETS 1 AND 2

REVISIONS	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>© 2012 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	JOB #: 9018 SCALE: 1" = 60' DATE: 08/01/2012 BY: S.A.M. CHECKED: J.T.D. F.B. 1589 PG. 42 SHEET 1 OF 2
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SKETCH & DESCRIPTION
10 FOOT FLORIDA POWER & LIGHT EASEMENT

A PORTION OF TRACT 'A'
 DORAL PUBLIC WORKS FACILITY



SCALE IN FEET
 1" = 60'

NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS



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SCALE:	1" = 60'
DATE:	08/01/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	1589 PG. 42
SHEET	2 OF 2

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CERTIFICATION:

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Date: 8/1/2012



 JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

NOT VALID WITHOUT
 SHEETS 1 AND 2

REVISIONS



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