

This instrument prepared by:

Ignacio B. Sarmiento
Florida Power & Light Company
P.O. Box 14000
Juno Beach, Florida 33408

PARTIAL SUBORDINATION OF UTILITY INTERESTS
AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS

THIS AGREEMENT, entered into this 16 day of March, 2015, by and between the City of Doral, Florida, a Florida Municipal Corporation, hereinafter called the "City", and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose mailing address is P. O. Box 14000, Juno Beach, Florida 33408, hereinafter called "**UTILITY**."

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands described in **EXHIBIT "A"** (the "**Lands**") attached hereto, all or a portion of which Lands, the City has determined it needs for highway purposes; and

WHEREAS, the proposed use of portions of the Lands for road purposes will require a partial subordination of the interest claimed in the Lands by Utility in favor of the City; and

WHEREAS, the City, or its successors or assigns, hereinafter collectively called the "**Governmental Entity**," if required by the Governmental Entity's originated road improvements, is willing to pay for the initial relocation of the Utility's facilities from portions of the Lands to prevent conflict between the Governmental Entity's use and the Utility's use, and for the benefit of each; and

WHEREAS the Governmental Entity, in addition and in recognition of the Utility's interest in the Lands, if required by the Governmental Entity's originated road improvements, is willing to pay for any future relocation of the Utility's facilities from or within the entire width of the public right-of-way as described in **EXHIBIT "B,"** attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and City agree as follows:

Utility PARTIALLY subordinates any and all of its interest in the Lands only to the extent described on **EXHIBIT "B"** attached hereto and made a part hereof, to the interest of the Governmental Entity, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands, based on the following:

1. Utility has easement rights over the following lands:

A 10 foot-wide public utility easement in Tract "F" of "TRANSAL CORPORATE PARK", according to the Plat thereof as recorded in Plat Book 147, Page 68 of the Public Records of Miami-Dade County, Florida

The City and the Utility further agree that:

1. "Public right-of-way", as used herein, shall mean that area which is described in Exhibit "B" and which includes a portion of the Utility's easements identified above in Exhibit "A" and additional lands for public right-of-way, as described in Exhibit "B," attached hereto and made a part hereof.
2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the public right-of-way described in

Exhibit "B," in accordance with the City's current minimum standards for such facilities as of the date of this agreement. Any new construction or relocation of facilities within the public right-of-way described in Exhibit B will be subject to prior approval by the Governmental Entity.

3. The Governmental Entity shall pay for the relocation of existing facilities, if such relocation is required by the Governmental Entity's originated road improvements. In addition, the Utility retains the right to be reimbursed either now or in the future, for additional relocation or adjustment of its facilities located presently or to be located on the public right-of-way described in Exhibit "B," if such relocation or adjustment is caused by present or future uses of the right-of-way by the Governmental Entity, including, but not limited to, the cost of acquiring replacement easements.
4. The Utility shall have the right to enter upon the lands described in Exhibit "B" for the purposes outlined in Paragraph 2 above, including the right egress and ingress and to trim such trees, brush, growth and undergrowth which might endanger or interfere with such facilities. The Governmental Entity shall provide and insure access to said lands by the Utility.
5. The Utility agrees to repair any damage to the Governmental Entity facilities caused by Utility and to indemnify the Governmental Entity against any loss or damage resulting from Utility's negligence or intentional misconduct in exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on said public right-of-way described in Exhibit B.
6. This Agreement shall not be assigned by City without Utility's written consent except to the State of Florida but only if the State of Florida agrees to assume the City's obligations hereunder.
7. Notwithstanding anything to the contrary contained herein, road improvements requested and performed to benefit private development would be the sole responsibility of the developer and would be monitored by the appropriate Governmental Entity plan review and/or inspection processes.
8. The terms and conditions of this Agreement shall be superior and controlling over any conflicting permits, agreements or Florida Statute.
9. Utility reserves all rights and interest in the Lands (described in Exhibit A) not subordinated hereunder.

[Signature Follows on Next Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FLORIDA POWER & LIGHT COMPANY

Address:

P. O. Box 14000
Juno Beach, Florida 33408-0420

Signed, sealed and delivered in our presence as witnesses

Miriam C. Garcia
Signature:
Print Name: Miriam C. Garcia

By Ignacio B. Sarmiento
Its: Area Real Estate Manager
Print Name: Ignacio B. Sarmiento

Miriam Morales
Signature:
Print Name: Miriam Morales

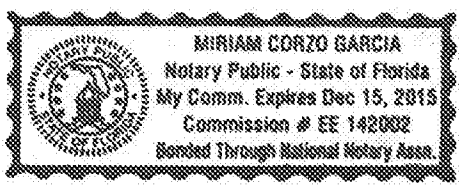
(Corporate Seal)

STATE OF FLORIDA
AND COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by Ignacio B. Sarmiento, Area Real Estate Manager of Florida Power & Light Company, a Florida corporation, on behalf of said corporation who is personally known to me and who did not take an oath.

Miriam Corzo Garcia
Notary Public, State of Florida

My Commission Expires



Signed, sealed and delivered
in our presence as witnesses:

[Signature]
Print Name: Carolina Diaz

[Signature]
Print Name: Janifer Laffin

CITY OF DORAL

By: [Signature]
Print Name: EDWARD A. ROJAS
Title: CM

Legal Sufficiency

By: [Signature]
Name: Daniel A. Espino - Vice Secretary Notary
Title: City Attorney

**STATE OF FLORIDA
AND COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 16 day of March,
2015, by Edward Rojas, as City Manager
for the City of Doral who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:

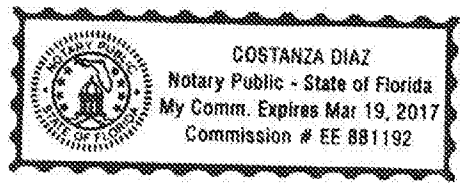


EXHIBIT "A"

Tract "F" of "TRANSAL CORPORATE PARK", according to the Plat thereof as recorded in Plat Book 147, Page 68 of the Public Records of Miami-Dade County, Florida.

