

**RELOCATION REIMBURSEMENT AND
HOLD HARMLESS, INDEMNIFICATION AGREEMENT**

THIS RELOCATION REIMBURSEMENT AND HOLD HARMLESS, INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made and entered into this 27 day of October, 2021, by the City of Doral, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), whose address is 8401 NW 53rd Terrace, Doral, Florida 33166, in favor of Florida Power & Light Company, a Florida corporation, its affiliates, licensees, agents, successors and assigns (collectively “**FPL**”), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention Corporate Real Estate Department.

WHEREAS, the City desires FPL to install certain FPL electric utility facilities (“**Facilities**”) upon, over, across and/or under that certain public right of way located at NW 84th Street to NW 52nd Street, Doral, Miami-Dade County, Florida as more particularly shown and described on attached Exhibit “A” (“**Right of Way**”);

WHEREAS, City has obtained the necessary governmental approvals to permit FPL to install the Facilities within the Right of Way; and

WHEREAS, FPL would not have agreed to such installation but for receipt of this Agreement.

NOW, THEREFORE, in consideration of these premises, FPL accepting the indemnification, and for other good and valuable consideration, the receipt and accuracy of which is hereby acknowledged, the parties agree as follows:

1. **Relocation Reimbursement.** The City hereby acknowledges and agrees that in the event that FPL is required to relocate all or any portion of the Facilities after such installation, then the City shall, at the City’s sole cost and expense, (i) pay for any and all costs incurred or expended by FPL in connection with any and all such relocation(s) of the Facilities (and/or associated facility equipment), and (ii) secure any and all replacement easement(s) or permit(s) required or necessary, and acceptable to FPL, to accommodate such relocation(s) at the City’s sole cost and expense. Notwithstanding the foregoing, in the event FPL elects to relocate the Facilities for its own operational purposes, and not as a result of a required or reasonably necessary relocation, then FPL will relocate the Facilities at no cost to the City.

2. **Acknowledgement of Risk.** The City understands and is aware that the installation of the Facilities in the Right of Way by FPL is being done without the benefit of an easement solely as an accommodation to the City. The City also understands that such installation involves the risk that the Facilities may need to be relocated, one or more times, to another portion of the Right of Way or completely out of the Right of Way in the future without FPL being granted the necessary and required replacement permit(s) or easement(s) to complete such relocation(s), and that the City is requesting FPL to undertake such installation with the knowledge of the dangers and risks involved. The City hereby agrees to expressly assume and accept any and all risks associated with the installation of the Facilities within the Right of Way, including the payment to FPL for any and all future relocation costs and expenses associated with such relocation(s) of the Facilities, including the costs incurred or expended by FPL to obtain substitute permit(s) or easement(s) satisfactory to FPL to accommodate the Facilities which are the subject of such relocation(s).

3. **Indemnification.** Consistent with the terms of Section 768.28(5) Florida Statutes the City hereby agrees to indemnify and hold harmless FPL, its parent corporations, subsidiaries, affiliates, companies, administrators, shareholders, agents, employees, directors, officers, successors, assigns and any liability insurance carriers that FPL may have (collectively, “**FPL Entities**”) from and against all claims, demands, liabilities, obligations, losses, costs, expenses, causes of action of any nature and type whatsoever, including, but not limited to, attorneys’ fees and costs (whether suit is instituted or not, and at trial and appellate levels), money damages in tort for any losses of property, or damage to any property arising out of or in connection with the location and operation of the Facilities (and future relocation(s)) of the Facilities in the Right of Way by FPL, its contractors, agents, or employees, and any and all costs and expenses incurred or expended by FPL to obtain a substitute easement(s) to relocate the Facilities, if necessary, in the future; and the City hereby further agrees to defend, at its sole cost and expense and at no cost and expense to FPL Entities, any and all suits or actions instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

In addition to the indemnity provision above, the City hereby agrees to release, defend, protect, indemnify and hold FPL Entities free and harmless from any and all claims, demands, actions, or causes of action whatsoever, and from any and all liability for any loss, property damage or personal injury of any kind, nature, or description, including death, that may arise out of or be sustained as a result of the installation of the Facilities in the Right of Way, and/or future relocation(s), unless such loss is caused solely and directly by the grossly negligent, reckless and/or intentional acts of FPL and/or as a result of defective product(s) associated with the Facilities.

The City’s obligation to indemnify and hold harmless FPL Entities free and unharmed against such liabilities shall be subject to the limitation set forth in Section 768.28(5) Florida Statutes. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City’s or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Continuation of Indemnity.** The acknowledgement of risk and indemnification as provided herein shall inure to the benefit of the successors and assigns of FPL and shall be binding upon the City and the City’s successors and assigns.

5. **Severability.** In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

6. **Miscellaneous.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by FPL and the City. Upon FPL’s request, the City will execute a memorandum of this Agreement to be recorded in the Public Records of Miami-Dade County, Florida.

7. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

8. **Interpretation.** The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all

as the context may require.

9. **Authority.** The person signing this Agreement is duly authorized to execute this Agreement and represents that he or she was duly authorized to do so on the date he or she executed this Agreement.

(Signature and Acknowledgment Appear on Following Page)

IN WITNESS WHEREOF, City has executed this Agreement as of the day and year first above written.

WITNESS:

Signed, sealed and delivered in the presence of:

CITY:

City of Doral, a municipal corporation organized and existing under the laws of the State of Florida

Signature: [Signature]
Print Name: Jamileth Pereyra

Signature: [Signature]
Print Name: CONNIE DIAZ

By: [Signature]
Print Name: Hernan M. Organvidez
Its: Interim City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral.
[Signature]
City Attorney
Luis Figueroa
Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Miami-Dade)

On this 27th day of October, 2021 before me by means of physical presence or online notarization, the undersigned notary public, personally appeared Hernan M. Organvidez as Interim City Manager of the City of Doral, a municipal corporation organized and existing under the laws of the State of Florida, personally known to me to be the person who subscribed to the foregoing instrument or who ~~has produced~~ is personally known to me as identification, and acknowledged that he executed the same on behalf of said city and that he/she was duly authorized so to do.

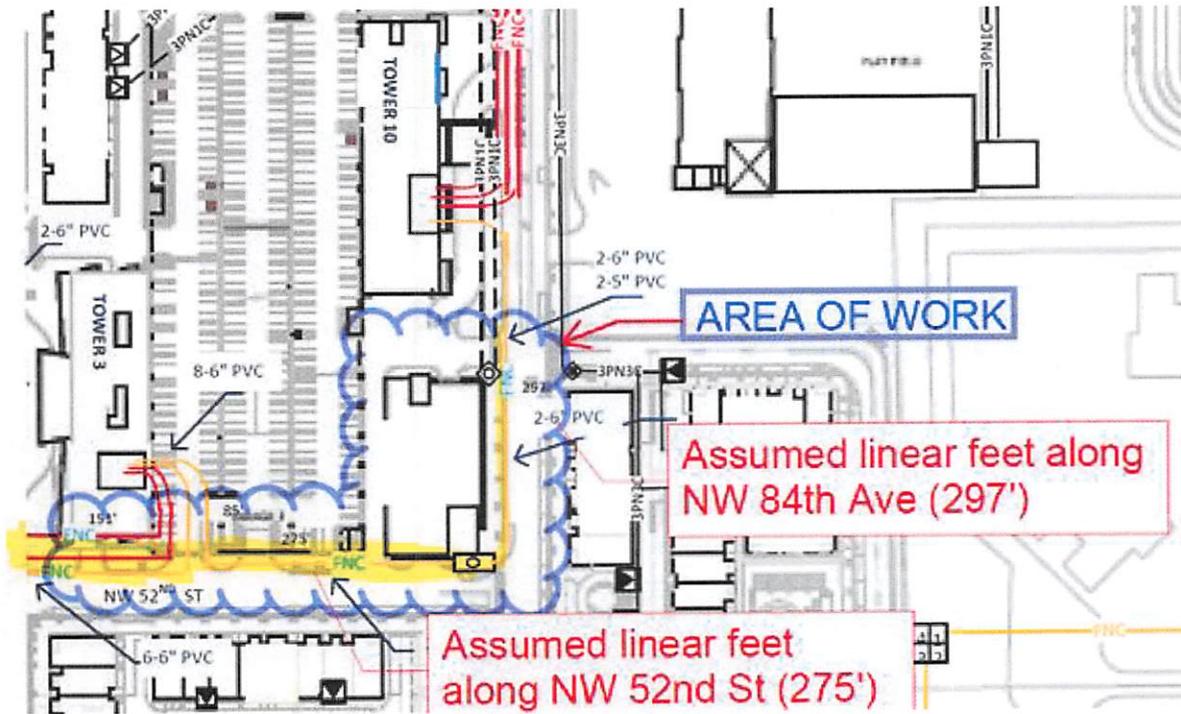
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Vilmar Villafane
Commission No.: GG 982951
My Commission Expires: 07-08-2024

Exhibit "A"

Right of Way



RESOLUTION No. 21-149

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A HOLD HARMLESS AGREEMENT WITH FLORIDA POWER AND LIGHT FOR ELECTRICAL EQUIPMENT PLACED IN THE RIGHT OF WAY IN THE AREA UNDER PUBLIC WORKS PERMIT 2105-005; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CM Doral IDF is a developer of the 120 +/- acre parcel of land located in the City of Doral, Florida; and

WHEREAS, pursuant to Section 38-6 (f) of the City of Doral Code of Ordinances, in the event of any future repairs, installation, construction by or for the City of Doral, of any road or Miami-Dade County facility within the public right-of-way the property owner or its affiliates have constructed any utility, or its affiliate shall move or remove such utility at his own expense; and

WHEREAS Florida Power and Light has requested a Hold Harmless Agreement for placing its Primary Feeders in the Public Right of Way for 5250 Phase II tower that is in the beginning phases of construction; and

WHEREAS, as a condition for holding Florida Power and Light harmless the city requires a hold harmless agreement from the developer wherein the developer agrees to assume all future costs including those which could require that the FPL utility to be moved due to roadway work.; and

WHEREAS, a satisfactory Hold Harmless Agreement assuming all costs and indemnifying the city has been executed by the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Authorization. The City of Doral hereby authorizes the City Manager to approve a hold harmless for Florida Power and light to not assume financial responsibility to replace any electrical equipment placed in the right of way area.

Section 2. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of August, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY