



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works
Department
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Date of Transmittal: 9/27/2010



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

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation

- Vehicle Title
- Special Magistrate Order

Other:
Partial Subordination of
Utility Interests Agreement
Folio # 35-307-016-0010

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

Description of Record Copy:

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Received by: Kristha Gomez

Reviewed for completion by Kristha Gomez

Returned to originating Department for the following corrections on _____
Date

Archived in the Office of the City Clerk on 9/28/10 (Date)

Copy provided in electronic format to originating Department on 9/28/10 (Date)

This instrument prepared by:

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

Folio Number: 35-3007-016-0010

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

THIS AGREEMENT, entered into this 28th day of September, 2010, 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."

W I T N E S S E T H:

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 road 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 as shown on the Plat of "JANNETTE VILLAS AT DORAL", according to the Plat thereof as recorded in Plat Book 66, at Page 2 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]

[Balance of Page Intentionally Left Blank]

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

Michelle M. Kahmann
Signature:
Print Name: Michelle M. Kahmann

By: [Signature] **Corp. Real Estate Mgr.**
Its:
Print Name: Dina L. Guenther

Marta Hull
Signature:
Print Name: MARTA HULL

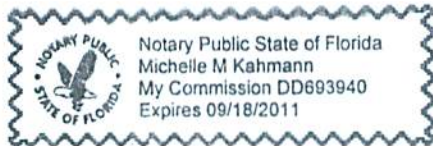
(Corporate Seal)

STATE OF FLORIDA
AND COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2010, by Dina L. Guenther, the Corp. Real Estate Mgr., 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.

Michelle M. Kahmann
Notary Public, State of Florida

My Commission Expires



Signed, sealed and delivered
in our presence as witnesses:

Barbara Herrera
Print Name: Barbara Herrera
Kristha Gomez
Print Name: Kristha Gomez

CITY OF

By: Yvonne S. McKinley
Print Name: Yvonne S. McKinley
Title: CITY MANAGER

Legal Sufficiency [Signature]
By: _____
Name: Jimmy Morales
Title: CITY ATTORNEY

STATE OF FLORIDA
AND COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28th day of September, 2010, by Yvonne S. McKinley, as CITY MANAGER for the city of Doral, who 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"

A ten (10) foot-wide public utility easement lying within Tract "D" of "JANETTE VILLAS AT DORAL", according to the Plat there of as recorded in Plat Book 166, at Page 2 of the Public Records of Miami-Dade County, Florida.

Exhibit "B"

A PORTION OF A 10 FEET WIDE UTILITY EASEMENT ALONG THE WEST SIDE OF N.W. 112 AVE. WITHIN TRACT "D" OF JANNETTE VILLAS AT DORAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, AT PAGE 2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED TRACT "D"; THENCE, RUN N 01*44'11" W ALONG THE WEST RIGHT-OF-WAY LINE OF N.W. 112 AVE. FOR A DISTANCE OF 265.44 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A DELTA OF 88*39'28" AND AN ARC LENGTH OF 38.68 FEET TO THE POINT OF TANGENCY WITH THE SOUTH RIGHT-OF-WAY LINE OF N.W. 90 STREET; THENCE, RUN S 89*36'21" W ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 5.01 FEET A POINT OF CUSP WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A DELTAL OF 88*39'28" AND AN ARC LENGTH OF 38.68 FEET TO THE POINT OF TANGENCY WITH A LINE PARALLEL AND 5.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF N.W. 112 AVE.; THENCE, RUN S 01*44'11" E ALONG SAID PARALLEL LINE AND WEST 5.00 FEET OF THE WEST RIGHT-OF-WAY LINE OF N.W. 112 AVE. FOR A DISTANCE OF 265.56 FEET TO THE SOUTH LINE OF SAID TRACT "D"; THENCE, RUN N 89*36'15" E ALONG THE SOUTH LINE OF SAID TRACT "D" FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,445 SQUARE FEET, MORE OR LESS.

PREPARED BY;
RAFAEL R. CABRERA, P.S.M.
LICENSE L.S.-5665
STATE OF FLORIDA