

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 30 day of August, 2016, 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 "A,"** 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 is the owner of the following easements:

Date	From or Against	In Favor of	Recorded in ORB	Page
December 4, 2002	Section 17 Associates LLC	Florida Power & Light Company	20852	1107

The City and the Utility further agree that:

- "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..
- 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]

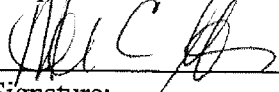
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

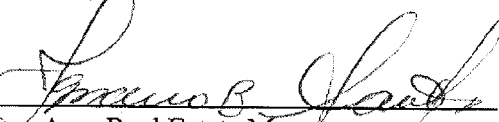
FLORIDA POWER & LIGHT COMPANY

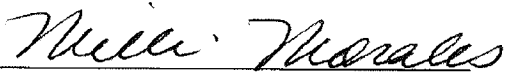
Address:

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

Signed, sealed and delivered in our presence as witnesses


Signature: _____
Print Name: Miriam C. Garcia

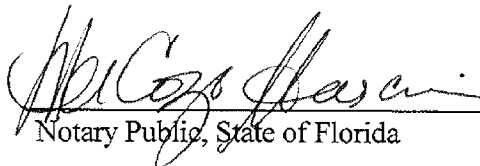
By: 
Its: Area Real Estate Manager
Print Name: Ignacio B. Sarmiento


Signature: _____
Print Name: Melli Morales

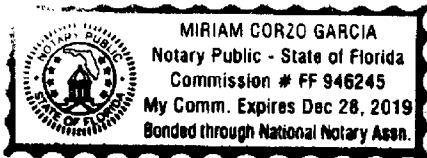
(Corporate Seal)

STATE OF FLORIDA
AND COUNTY OF ~~PALM BEACH~~ Miami-Dade

The foregoing instrument was acknowledged before me this 25th day of February, 2016, 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.


Notary Public, State of Florida

My Commission Expires



Signed, sealed and delivered
in our presence as witnesses:

[Signature]
Print Name: Michael P. Ferrers

[Signature]
Print Name: Elizabeth Alvarez

CITY OF DORAL

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

Title: CM

Legal Sufficiency

By: [Signature]
Name: Daniel A. Egan - WH

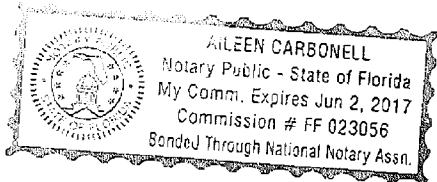
Title: City Attorney

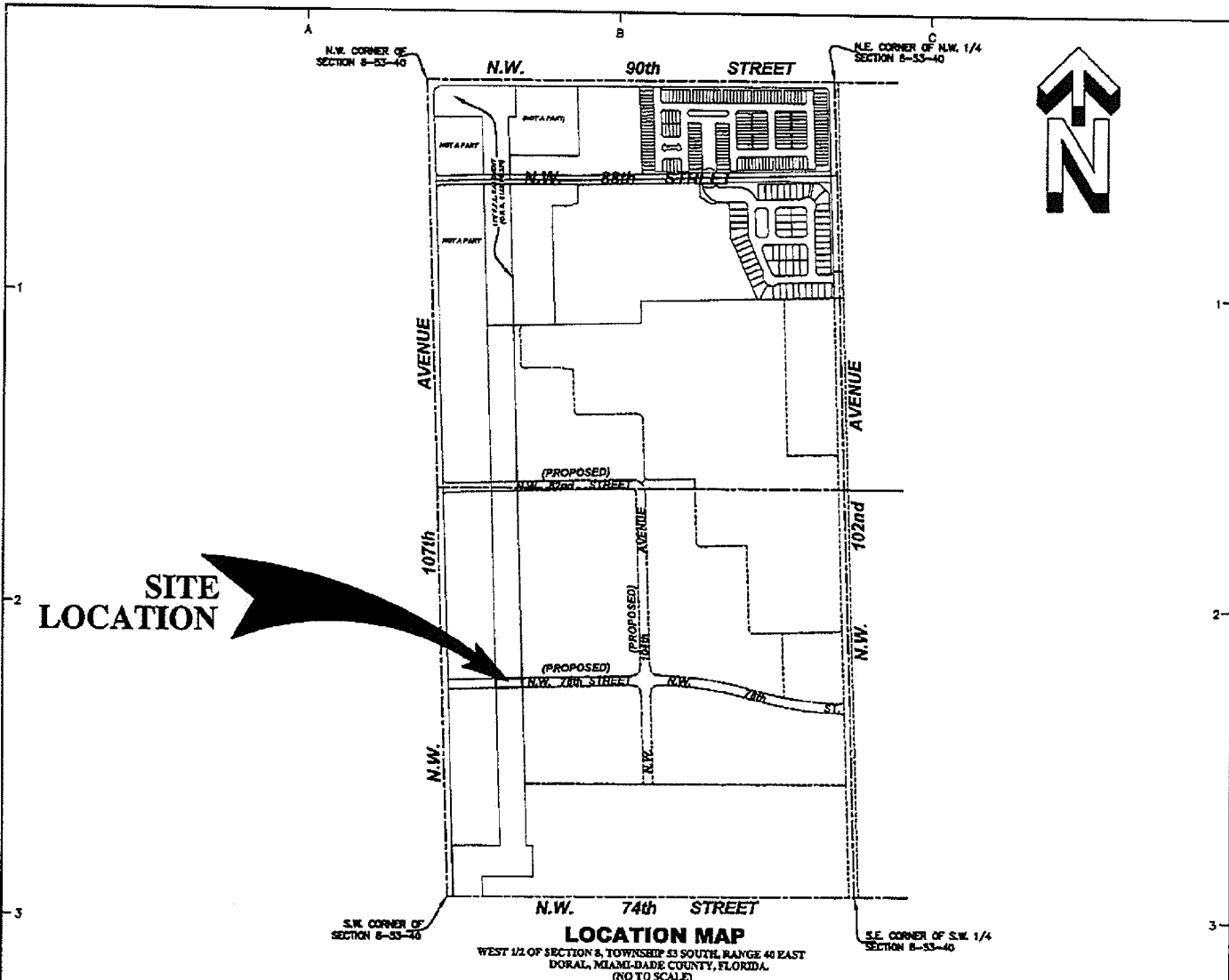
**STATE OF FLORIDA
AND COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 1 day of September, 2016, by Edward A. Rojas, 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:





SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North arrow direction and Bearings shown hereon are based on assumed value of N01°43'29"W, along the West Line of Section 8, Township 53 South, Range 40 East, as shown on the Section Sheet thereof of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.


SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Fernandez, Inc. L.B. 6557

Date: DECEMBER 29, 2015.

Revision:


 Omar Armenteros, P.S.M., For the Firm
 Professional Surveyor and Mapper
 State of Florida, Registration No.3679

GRAND BAY SOUTH FLORDADE - FPL SUBORDINATION AGREEMENT (NW 78 ST.)



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:		LOCATION MAP AND NOTES	
SHEET NAME:		SKETCH & LEGAL DESCRIPTION	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	E.R.	DATE:	12-29-2015
DWG. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	14-025-1006
			SHEET: 1 of 3 SHEETS

C:\V-CORP COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\14-025 (GRAND BAY SOUTH)\14-025-1006.dwg

LEGAL DESCRIPTION:

A portion of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326, lying and being in Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

1-1 COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 520.15 feet to its intersection with the Easterly line of said 170 feet wide Florida Power and Light Easement; thence N01deg43min29secW for a distance of 618.07 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue N01deg43min29secW for a distance of 60.00 feet; thence S88deg19min17secW for a distance of 170.00 feet to its intersection with the Westerly line of said 170 feet wide Florida Power and Light Easement; thence S01deg43min29secE, along said Westerly line for a distance of 60.00 feet; thence N88deg19min17secE for a distance of 170.00 feet to the POINT OF BEGINNING.

2-2 Containing 10,200.00 S.F.

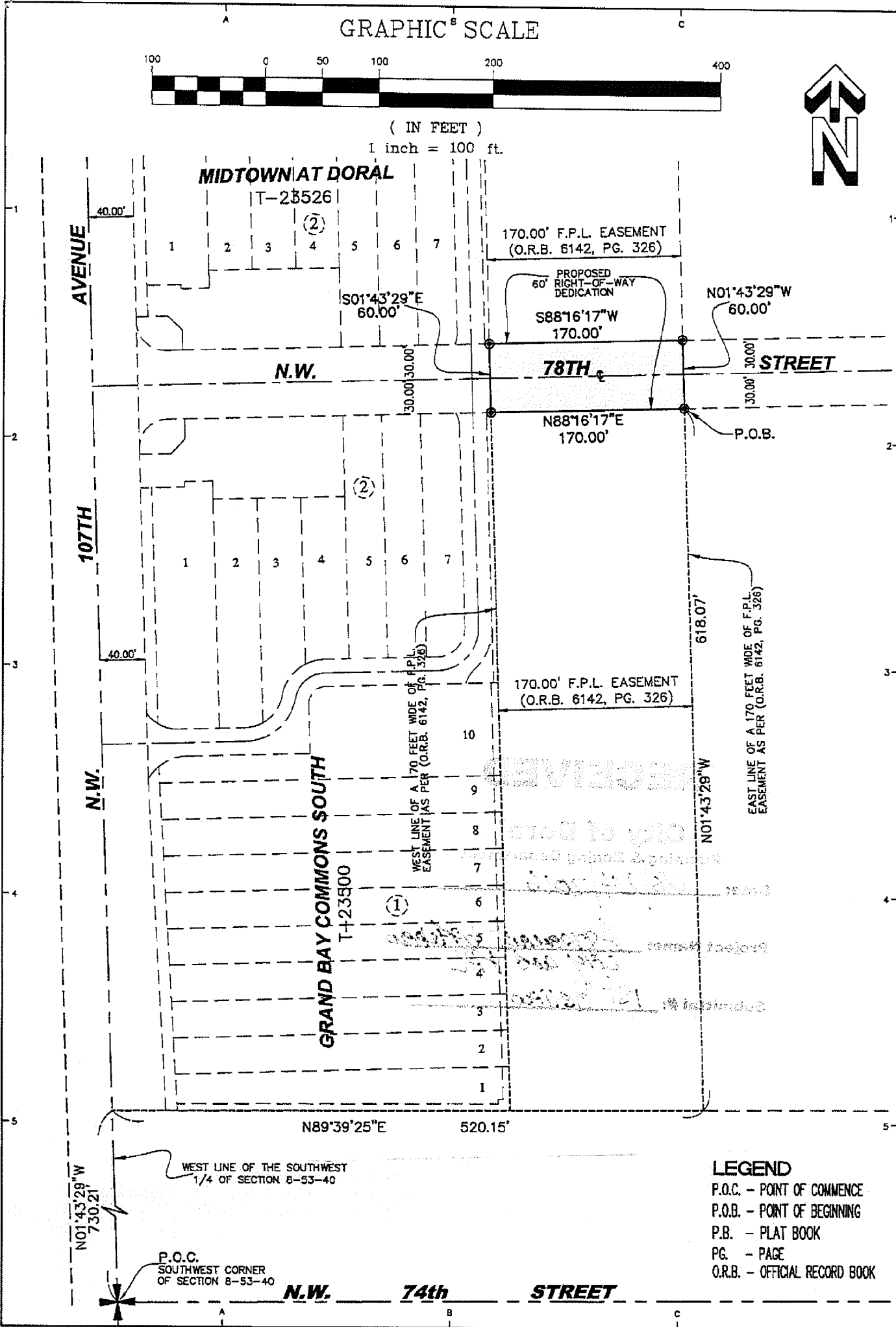
G:\V-ORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\14-025 (GRAND BAY SOUTH)\14-025-1006.dwg

GRAND BAY SOUTH FLORDADE - FPL SUBORDINATION AGREEMENT (NW 78 ST.)



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:		LOCATION MAP AND NOTES	
SHEET NAME:		SKETCH & LEGAL DESCRIPTION	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	E.R.	DATE:	12-29-2015
DWG. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	14-025-1006
			2 of 3 SHEETS



Cf: Y-ORD COMPANIES Engineering & Surveying (Survey) Sketch & Legal V14-025 (GRAND BAY SOUTH) V14-025-1006.dwg

GRAND BAY SOUTH FLORDADE - FPL SUBORDINATION AGREEMENT (NW 78 ST.)



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:		LOCATION MAP AND NOTES	
SHEET NAME:		SKETCH TO ACCOMPANY LEGAL	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	E.R.	DATE:	12-28-2015
DATE CHECKED BY:		SCALE:	1" = 100'
CHECKED BY:		PROJECT No:	14-025-1006
			SHEET: 3 OF 3 SHEETS