



MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a Customer Purchase and Sale Agreement and Bill of Sale relating the conveyance of master-metered underground gas distribution system to Pivotal Utility Holdings, Inc.

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum



Date: December 6, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Execution of a Customer Purchase and Sale Agreement and Bill of Sale for the Conveyance of Master-metered Underground Gas Distribution System to Pivotal Utility Holdings, Inc.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or the County Mayor's designee to execute a Customer Purchase and Sale Agreement and Bill of Sale for the conveyance of master-metered underground gas distribution system, in substantially the same form attached hereto as Exhibit A. The master-metered underground gas distribution system is currently owned by Miami-Dade County (County) and maintained by Miami-Dade Public Housing Agency (MDPHA), now known as Public Housing and Community Development (PHCD) to Pivotal Utility Holdings, Inc., a New Jersey corporation d/b/a Florida City Gas (FCG).

Scope

The master-metered underground gas distribution system involves 399 units at the following public housing developments located in districts 2 and 3:

- **Annie Coleman Gardens (FL5-016)** has 7 master meters serving 88 units located at 2480 NW 63 Street, 6239 NW 24 Avenue, 6240 NW 21st Avenue, 2601 NW 67 Street, 6610 NW 26 Avenue, and 6641 NW 26 Avenue (District 2)
- **Annie Coleman Gardens (FL5-014)** has a master meter serving all 245 units located at 4600 NW 25th Avenue. (District 3)
- **Jolivette (FL 5-009)** has 1 master meter serving 66 units located at 6328 NW 24th Place. (District 2)

Fiscal Impact

The County is currently spending in excess of \$50,000 annually through PHCD's maintenance contractor, Southeast Corrosion, to perform the mandated annual maintenance inspections, leak repairs, and Sunshine State underground line locates which is required prior to any projects involving excavation. Once the conveyance to FCG is completed, there will be no future fiscal impact to the County. Additionally, the County would be eligible to receive substantial residential rebates for all gas appliances at its public housing sites and these funds would be rolled back into procuring additional appliances. However, if the County retains ownership of these gas lines, not only would the County be required to continue maintenance of the underground piping and master meters, but the County would also remain liable.

Track Record/Monitoring

The PHCD Director is responsible for monitoring this agreement.

Background

The County currently owns and maintains the master-metered underground gas distribution system that serves 399 public housing units located at Annie Coleman Gardens (FL5-016 and FL5-014), and Jolivette (FL5-009), all located within the City of Miami. The County acquired the gas lines when the properties were conveyed to the County in 1967 by the City of Miami Housing Authority and accepted by the Board in 1968. Although the County has owned the property and gas lines since 1968, on January 7, 2011, the Florida Public Service Commission (PSC) confirmed that the County has been registered as a regulated natural gas system per the PSC correspondence to the County Attachment 1. PHCD has sought to divest itself of these pipelines, located at the folios listed on the Master Meter Gas System Folio list (Attachment 2), for at approximately seven (7) years and since FCG owns and operates the gas lines that connect to and serve our master metered systems, it is in the best interest of the County to pursue this option. In the past FCG was not interested in the acquisition, however FCG is currently expanding their existing lines and has expressed an interest in the County's underground gas distribution system. PHCD and FCG have informed the PSC that the County is seeking to convey the gas pipeline system to FCG.

Since 1946, FCG has been providing natural gas service to 100,000+ homes and businesses in South Florida, including many of the County's other public housing developments. FCG's basic business is to deliver natural gas, but the company also offers its customers an array of related products, services, and technical expertise. In 2004, FCG became a subsidiary of AGL Resources, an Atlanta-based energy company, and changed its name to Florida City Gas.

Effective August 2011, the Pipeline and Hazardous Materials Safety Administration's (PHMSA) new Distribution Integrity Management Program (DIMP) rules now require operators, such as natural gas distribution companies, to develop, write and implement a distribution integrity management program that include the following elements, such as: knowledge; identify threats; evaluation and ranking of risks; identify and implement measures to address risks; measure performance, monitor results, and evaluate effectiveness; periodically evaluate and improve program; and report results. If the County continues to be owner of the gas distribution system, it is anticipated that these additional regulatory requirements will be extremely time consuming, the County will continue to bear the cost of maintenance, but most importantly, the County would still be regulated as a gas company. In light of PHCD's current budgetary constraints, the funds currently budgeted for the maintenance contractor can be reallocated towards physical improvements of County-owned public housing units. Based upon these new regulations, PHCD does not have the financial resources to continue with the current responsibility associated with the maintenance for the gas distribution system.

As a condition of sale and conveyance, FCG has already absorbed the cost of conducting a total inspection of the gas distribution system. This was accomplished through the execution of a Customer Assessment and Due Diligence Agreement between the County and FCG, which was executed on March 17, 2011, and is attached to the accompanying resolution as Exhibit B. Although FCG will purchase the gas pipeline system for the nominal price of \$1.00, they have agreed to capitalize the costs to update, repair, replace, and maintain the pipelines, meters, and appurtenant facilities (collectively referred to as "facilities") to ensure such facilities will be compatible with FCG's gas pipeline system and convert the facilities from a master metered system to an individually metered system, which will cost FCG approximately \$347,750. FCG completed the inspection of all facilities in May 2011 and based on their inspection, FCG has agreed to purchase the gas distribution system.

FCG agrees to incur the operating expense of the portion of the gas system acquired from the County along with incurring the cost associated with compliance with the DIMP. FCG will also invest in

Honorable Joe A. Martinez
and Members, Board of County Commissioners
Page 3

improvements to bring the acquired gas distribution system up to FCG standards individual residential meters.

Attachments

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a horizontal line extending to the right.

Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2011

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L) (1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
12-6-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A CUSTOMER PURCHASE AND SALE AGREEMENT AND BILL OF SALE RELATING TO THE CONVEYANCE OF MASTER-METERED UNDERGROUND GAS DISTRIBUTION SYSTEM TO PIVOTAL UTILITY HOLDINGS, INC., A NEW JERSEY CORPORATION D/B/A FLORIDA CITY GAS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or the County Mayor's designee to execute a Customer Purchase and Sale Agreement and Bill of Sale, in substantially the form as attached hereto as Exhibit B, to convey the master-metered underground gas distribution system that services 399 public housing units located at Annie Coleman Gardens (FL 5-014), Annie Coleman Gardens (FL 5-016), and Jolivette (FL 5-009) to Pivotal Utility Holdings, Inc., a New Jersey Corporation d/b/a Florida City Gas, at no cost, and authorizes the County Mayor or County Mayor's designee to execute the Customer Purchase and Sale Agreement and Bill of Sale; directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance; directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



CAPITAL CIRCLE OFFICE CENTER
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

Public Service Commission

January 7, 2011

Mr. Terrence Smith
c/o Ms. Dawn Joiner
Regional Coordinator
Miami-Dade Housing Agency
701 NW 1 Ct., 16th Floor
Miami, FL 33136-3914

Re: Miami-Dade Housing Agency's Natural Gas Pipelines

Dear Mr. Smith:

This letter is to confirm that the Miami-Dade Housing Agency has been registered as a regulated natural gas system with the Florida Public Service Commission as a master meter system and as the owner/operator for over twenty years.

I trust that this information meets your requirements. Please contact Mr. Karl Chen at 305.513.7827 if you need additional assistance.

Respectfully,

A handwritten signature in black ink, appearing to read "C. Edward Mills".

C. Edward Mills
Bureau Chief Safety

CEM:dr

cc: Daniel Hoppe, Director, Division of Service, Safety & Consumer Assistance
Karl Chen, Gas Utility Engineer, Bureau of Safety, Miami

MDPHA Master Meter Gas System Folios

Group 1

Attachment 2

	Department User	Folio No	Location	Lot Size Square Feet	Lot Size Acres	Zoning Code	Total Value	Legal Description	In Use (Y/N)	Comments / Restrictions
1	MDHA	30-315-000-0151	2440 NW 63 ST	54,450	1.25	RU-4A	\$792,371.00	15 53 41 1.25 AC, NW/2 OF SE 1/4 OF SE 1/4 OF SW 1/4, OF NW 1/4, LOT SIZE 54450 SQUARE FEET	Y	Jolivet
2	MDHA	30-315-016-0550		15,625	0.35	RU-4A	\$140,625.00	OLINDA VILLAS PB 5-95, LOTS 1 & 2 & E1/2 OF LOT 3 BLK 5, LOT SIZE 125,000 X 125, CLOSED PER R-439-02	Y	Annie Coleman 5-14
3	MDHA	30-315-016-0570		8,500	0.19	RU-4A	\$76,403.00	OLINDA VILLAS PB 5-96, LOT 10 & W35FT LOT 11 BLK 5, LOT SIZE IRREGULAR,	Y	Annie Coleman 5-14
4	MDHA	30-315-016-0580		6,500	0.14	RU-4A	\$59,428.00	OLINDA VILLAS PB 5-95, LOT 12 & E15FT OF LOT 11, BLK 5, LOT SIZE 65,000 X 100	Y	Annie Coleman 5-14
5	MDHA	30-315-019-0290	2110 NW 63 ST	25,782	0.59	RU-4A	\$486,729.00	RIDGE CREST PB 11-44, LOTS 1 THRU 4 INC BLK 2, PR ADD 2110 NW 63 ST, LOT SIZE 25782 SQUARE FEET	Y	Annie Coleman 5-16
6	MDHA	30-315-028-0100	6241 NW 24 AVE	69,640	1.57	RU-4A	\$1,337,894.00	PB 12-18, RE SUB OF ORANGE RIDGE PARK, LOTS 14 THRU 23 INC BLK 1, PR ADD 6241 NW 24 AVE	Y	Annie Coleman 5-16
7	MDHA	30-315-030-0010	2460 NW 63 ST	37,355	0.85	RU-4A	\$762,235.00	15 53 41, REVL OF 62 ST MANOR PB 35-10, TR 14 & LOTS 8 THRU 10 INC BLK 1, PER PB 24-11	Y	Annie Coleman 5-16
8	MDHA	30-315-043-0010	2600 NW 55 ST	89,300	2.05	RU-4A	\$1,561,741.00	ELIZABETH PARK AMD PB 4-195, LOTS 1 THRU 3 INC BLK 1, & LOTS 1 THRU 6 INC BLK 2 & PORT OF NW 28TH AVE LYG BET BLKS	Y	Annie Coleman 5-16
9	MDHA	30-315-043-0320	6600 NW 26 AVE	19,600	0.44	RU-2	\$222,241.00	ELIZABETH PARK AMD, PB 4-195, LOTS 10 THRU 12 LESS E10FT, OF LOT 12 BLK 5	Y	Annie Coleman 5-16
10	MDHA	30-315-043-0380	6641 NW 26 AVE	12,600	0.28	RU-2	\$233,896.00	ELIZABETH PARK AMD PB 4-195, LOTS 5 & 6 LESS W10FT OF LOT 6, BLK 6, PR ADD 6641 NW 26 AVE	Y	Annie Coleman 5-16
11	MDHA	30-315-043-0750	6741 NW 26 AVE	12,600	0.28	RU-2	\$233,896.00	ELIZABETH PARK AMD PB 4-195, LOTS 5 & 6 LESS W10FT OF LOT 6, BLK 11, PR ADD 6741 NW 26 AVE	Y	Annie Coleman 5-16
12	MDHA	30-315-043-0820	6710 NW 26 AVE	39,200	0.89	RU-4A	\$1,162,738.00	ELIZABETH PARK AMD PB 4-195, LOTS 1 THRU 3 INC & LOTS 10 THRU, 12 INC LESS E10FT OF LOTS 1 & 12, BLK 12	Y	Annie Coleman 5-16
13	MDHA	30-315-045-0010	6921 NW 25 AVE	177,725	4.08	RU-4A	\$2,499,525.00	15 53 41 4.08 AC ML, LOW RENT HOUSING PROJECT FLA 5-9, TRACT A PB 72-76, LOT SIZE 177725 SQUARE FEET	Y	Jolivet
14	MDHA	30-3122-000-0030		8,712	0.20	RU-4A	\$52,533.00	22 53 41 2 AC, W1/2 OF S1/2 OF S1/2 OF E1/39FT, OF W399FT OF SE 1/4 OF NW 1/4 OF, OF NW 1/4 LESS S25FT THEREOF	Y	Annie Coleman 5-14
15	MDHA	30-3122-000-0040	2419 NW 50 ST	26,136	0.60	RU-4A	\$157,600.00	22 53 41 .6 AC, S1/2 OF E139FT OF W399FT OF, SE 1/4 OF NW 1/4 OF NW 1/4 LESS S25 FT THEREOF & LESS W1/2 OF S1/2	Y	Annie Coleman 5-14
16	MDHA	30-3122-000-0050	2479 NW 50 ST	40,565	0.93	RU-4A	\$244,607.00	22 53 41 .8 AC, S1/2 OF E139FT OF W266FT OF SE 1/4, OF NW 1/4 OF NW 1/4, LOT SIZE 40565 SQUARE FEET	Y	Annie Coleman 5-14
17	MDHA	30-3122-000-0060	2415 NW 50 ST	34,848	0.80	RU-4A	\$210,133.00	22 53 41 .8 AC, S1/2 OF E139FT OF W322FT OF, SE 1/4 OF NW 1/4 OF NW 1/4, LOT SIZE 34848 SQUARE FEET	Y	Annie Coleman 5-14
18	MDHA	30-3122-000-0081		7,405	0.16	RU-4A	\$44,652.00	22 53 41 .17 AC ML, S150FT OF S1/2 OF SE 1/4 OF NW 1/4, OF NW 1/4 LESS E75FT & S25FT & W322FT	Y	Annie Coleman 5-14

MDPHA Master Meter Gas System Folios

Group 2

	Department User	Folio No	Location	Lot Size Square Feet	Lot Size Acres	Zoning Code	Total Value	Legal Description	In Use (Y/N)	Comments / Restrictions
1	MDHA	30-3122-000-0100	2101 NW 52 ST	169,884	3.90	RU-4A	\$3,670,156.00	22 53 41 3.90 AC, E1/2 OF NW1/4 OF NW1/4 OF NE1/4, LESS N35FT FOR RD LESS S105.48FT, LOT SIZE 169884 SQ FT	Y	Annie Coleman 5-14
2	MDHA	30-3122-000-0410		8,036	0.18	RU-2	\$42,752.00	22 53 41 .18 AC M/L, BEG 333FT W OF SE COR OF NE1/4, OF SW1/4 OF NW1/4 N 82FT W 98FT, S 82FT E 98FT TO POB	Y	Annie Coleman 5-14
3	MDHA	30-3122-000-0430		39,204	0.90	RU-4A	\$236,400.00	22 53 41 .90 AC, 1 AC IN SW COR OF NE1/4 OF SW1/4, OF NW1/4 LESS W 25 FT FOR RW, LOT SIZE 39204 SQ FT	Y	Annie Coleman 5-14
4	MDHA	30-3122-000-0491		5,300	0.12	RU-4A	\$32,015.00	22 53 41 .12 AC, BEG 176.5FT W & 50FTS OF NE COR OF, W1/2 OF NE1/4 OF SW1/4 OF NW1/4, S105.5FT W50FT N105.5FT E TO POB	Y	Annie Coleman 5-14
5	MDHA	30-3122-000-0501		6,441	0.14	RU-4A	\$38,840.00	22 53 41 .23 AC, S56.5FT OF N307FT OF W138.93FT OF, W1/2 OF NE1/4 OF SW1/4 OF NW1/4, LESS W25FT	Y	Annie Coleman 5-14
6	MDHA	30-3122-000-0504		4,486	0.10	RU-4A	\$29,807.00	22 53 41 .10 AC, S105.50FT OF N130.50FT OF E42.32, FT OF W87.32FT OF W1/2 OF NE1/4, OF SW1/4 OF NW1/4	Y	Annie Coleman 5-14
7	MDHA	30-3122-000-0505		9,230	0.21	RU-4A	\$65,677.00	22 53 41 .21 AC, BEG 25FT E & 130.5FTS OF NW COR OF, W1/2 OF NE1/4 OF SW1/4 OF NW1/4, TH E142.34FT S65FT W142.34FT N65	Y	Annie Coleman 5-14
8	MDHA	30-3122-000-0507		4,240	0.09	RU-4A	\$25,612.00	22 53 41 .1 AC M/L, W40FT OF E286.48FT OF N130.5FT OF, W1/2 OF NE1/4 OF SW1/4 OF NW1/4, LESS N25FT	Y	Annie Coleman 5-14
9	MDHA	30-3122-000-0509		7,810	0.17	RU-4A	\$47,111.00	22 53 41 .18 AC, BEG 25FT E & 195.5FTS OF NW COR OF, W1/2 OF NE1/4 OF SW1/4 OF NW1/4, TH E142.36FT S55FT W142.38FT N55	Y	Annie Coleman 5-14
10	MDHA	30-3122-000-0541	2600-02 NW 48 ST	39,639	0.90	RU-4A	\$607,301.00	22 53 41 .91 AC, N396FT OF E1/2 OF SW1/4 OF SW1/4, OF NW1/4 LESS S250FT & LESS N25FT, FOR ST	Y	Annie Coleman 5-14
11	MDHA	30-3122-000-0690	4625 NW 24 AVE	195,226	4.48	RU-4A	\$4,470,510.00	22 53 41 4.49 AC, W1/2 OF SW1/4 OF SE1/4 OF NW1/4, & NW 48TH ST LYG N & ADJ LESS, S35FT & E & W25FT FOR RW PER	Y	Annie Coleman 5-14
12	MDHA	30-3122-002-0090		14,290	0.32	RU-4A	\$66,169.00	22 53 41 .33 AC, THE WILSON EST PB 39-3, N1/2 OF LOT 3, LOT SIZE IRREGULAR	Y	Annie Coleman 5-14
13	MDHA	30-3122-012-0100	2230 NW 50 ST	28,600	0.65	RU-4A	\$484,240.00	FRANCIS PARK PB 22-62, LOTS 12 THRU 16 INC, PR ADD 2230 NW 50 ST, LOT SIZE 28600 SQUARE FEET	Y	Annie Coleman #14
14	MDHA	30-3122-012-0160	2280 NW 50 ST	11,440	0.26	RU-2	\$175,003.00	FRANCIS PARK PB 22-62, LOTS 20 & 21, PR ADD 2280-82 NW 50 ST, LOT SIZE 11440 SQUARE FEET	Y	Annie Coleman #14
15	MDHA	30-3122-020-0230	2200 NW 52 ST	23,021	0.52	RU-2	\$281,381.00	CAMEFONS LITTLE FARMS PB 35-54, E73.39FT OF S1/2 LOT 9 LESS RD & S100FT OF LOT 10, PR ADD 2301 NW 50 ST	Y	Annie Coleman #14
16	MDHA	30-3122-021-0270	2275-85 NW 51 ST	30,520	0.70	RU-2	\$570,902.00	SUNNY SLOPE PARK PB 15-11, LOTS 22 THRU 28 INC BLK 2, PR ADD 2275-85 NW 51 ST, LOT SIZE 280,000 X 109	Y	Annie Coleman #14
17	MDHA	30-3122-021-0460	2270-80 NW 51 ST	26,160	0.60	RU-2	\$474,599.00	SUNNY SLOPE PARK PB 15-11, LOTS 16 THRU 21 INC BLK 3, PR ADD 2270-80 NW 51 ST, LOT SIZE 240,000 X 109	Y	Annie Coleman #14
18	MDHA	30-3122-021-0510	2265-67 NW 50 ST	26,160	0.60	RU-2	\$465,989.00	SUNNY SLOPE PK PB 15-11, LOTS 23 THRU 28 INC BLK 3, PR ADD 2265-67 NW 50 ST, LOT SIZE 240,000 X 109	Y	Annie Coleman #14

CUSTOMER PURCHASE AND SALE AGREEMENT

THIS CUSTOMER PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2011, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Seller"), and PIVOTAL UTILITY HOLDINGS, INC. d/b/a FLORIDA CITY GAS, a New Jersey corporation ("Purchaser") (Purchaser and Seller are also herein referred to individually as a "Party" and collectively as the "Parties"), as follows:

WITNESSETH:

WHEREAS, Purchaser has requested to purchase from Seller and Seller has agreed to sell to Purchaser, upon certain terms and conditions set forth herein, all of its ownership interest in certain pipelines, meters and appurtenant facilities located in Miami-Dade County, Florida, all as more specifically described below in Article I of this Agreement in order that Purchaser may convert Seller's current master metered gas utility system into an individually metered gas utility system.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending hereby to be legally bound, Seller and Purchaser hereby stipulate and agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.01 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, transfer, and assign to Purchaser and Purchaser agrees to purchase, acquire, accept, and receive from Seller on the Closing Date, as defined in Section 2.03 herein below, all of the Seller's right, title and interest in and to those certain pipelines, meters, and appurtenant facilities located in Miami-Dade County, Florida, as specifically listed and described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Facilities"), located at the premises of Seller identified on Exhibit "A" (the "Premises").

**ARTICLE II
TRANSFER OF FACILITIES**

2.01 **Transfer of Facilities.** Effective on the Closing Date of this Agreement, Seller hereby agrees to sell, transfer, and assign to Purchaser all of its one-hundred percent (100%) ownership interest in the Facilities by the delivery to Purchaser of a fully executed "Bill of Sale" substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

2.02 **Purchase Price.** In consideration for the transfer and assignment by Seller of the Facilities to Purchaser and the commitment by Seller to maintain the number of gas appliances set forth in Exhibit "A" for at least six (6) years after the Closing Date, as set forth in Section 5.02 hereof, Purchaser agrees to (a) pay to Seller at closing the amount of \$1.00 and (b) capitalize the costs to update, repair, replace, and maintain the Facilities to ensure such Facilities will be compatible with Purchaser's gas pipeline system and also to convert the Facilities from a master metered system to an individually metered system, in the amount of approximately \$324,750 (the "Upgrade Costs" and, collectively with (a), the "Purchase Price").

2.03 **Closing Date.** The Parties agree to implement the purchase and sale described herein, to be effective as of the date hereof, which date shall be referred to throughout this Agreement as the "Closing Date".

**ARTICLE III
CLOSING**

3.01 **Closing Date.** Unless the Parties agree otherwise in writing and subject to the conditions in this Agreement, the consummation of the transactions contemplated hereby (the "Closing") shall occur as described in Section 2.03 and the Closing shall be deemed to have occurred once the obligations set forth in Section 3.04 below have been met by each Party.

3.02 Conditions to Purchaser's Obligations. Each and every obligation of Purchaser to be performed by the Closing is, at the option of Purchaser, subject to satisfaction of each of the conditions set forth below, and Seller hereby represent and warrants to Purchaser as to the following as of the Closing Date:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller.

(b) This Agreement constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

(c) The execution and delivery of this Agreement and compliance by Seller with all provisions of this Agreement are within the corporate power and authority of Seller.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) conflict with or result in any violation of any provision of its charter, bylaws or other organizational documents, as amended to date; (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any material note, bond, mortgage, indenture, lease, license, contract or other instrument to which it is a party or by which any of its material properties or assets are or may be bound; or (iii) violate any order, judgment, decree or law applicable to it.

(e) Seller shall also have performed or complied in all material respects with all of its covenants and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing.

(f) There shall not be in existence on the Closing Date (i) any order, decree, or ruling by any court or governmental authority, (ii) any threat thereof by any governmental authority, which is evidenced by a writing by the threatening authority, or (iii) any lawsuit, which order, threat, or lawsuit would either enjoin, restrain, make illegal, or prohibit consummation of the transactions contemplated hereby or prohibit, or render illegal, Purchaser's proposed use of the Facilities.

3.03 Conditions to Seller's Obligations. Each and every obligation of Seller to be performed on the Closing is, at the option of Seller, subject to satisfaction of each of the conditions set forth below, and Purchaser hereby represent and warrants to Seller as to the following as of the Closing Date:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser.

(b) This Agreement constitutes the legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

(c) The execution and delivery of this Agreement and compliance by Purchaser with all provisions of this Agreement are within the corporate power and authority of Purchaser.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) conflict with or result in any violation of any provision of its charter, bylaws or other organizational documents, as amended to date; (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any material note, bond, mortgage, indenture, lease, license, contract or other instrument to which it is a party or by which any of its material properties or assets are or may be bound; or (iii) violate any order, judgment, decree or law applicable to it.

(e) Purchaser shall also have performed or complied in all material respects with all of its covenants and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing.

(f) There shall not be in existence on the Closing Date (i) any order, decree, or ruling by any court or governmental authority, (ii) any threat thereof by any governmental authority, which is evidenced by a writing by the threatening authority, or (iii) any lawsuit, which order, threat, or lawsuit would enjoin, restrain, make illegal, or prohibit consummation of the transactions contemplated hereby.

3.04 Closing Obligations. At Closing, the following shall occur: (a) Seller shall: (i) execute, acknowledge, and deliver to Purchaser the Bill of Sale, and (ii) deliver to Purchaser exclusive possession of the Facilities; and (b) Purchaser shall deliver to Seller the Purchase Price pursuant to Section 2.02.

ARTICLE IV INDEMNITY

4.01 Seller's Indemnity. Seller shall indemnify and hold harmless Purchaser and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns (each, a "Purchaser indemnified party") from and against any and all liabilities, losses, damages, and costs, including, without limitation, clean-up costs, attorneys' fees and costs of defense, incurred by a Purchaser indemnified party as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature (a) resulting from the negligence or willful breach of this Agreement by Seller; (b) resulting from Seller's ownership, possession, construction, use, operation, or retirement of the Premises, excluding only the Facilities after the Closing Date, including but not limited to (i) any and all such claims resulting from any hazardous, illegal or harmful environmental conditions, incidents or spills, (ii) any and all such claims based on liability or obligations under any Environmental Law, and (iii) any and all such claims for contribution under any Environmental Law; and (c) relating to the Facilities, arising, occurring or accruing prior to the Closing Date brought by any person, including but not limited to (i) any and all such claims resulting from Seller's ownership, possession, construction, use, or operation of the Facilities, (ii) any and all such claims resulting from any hazardous, illegal or harmful environmental conditions, incidents or spills, (iii) any and all such claims based on liability or obligations under any Environmental Law, and (iv) any and all such claims for contribution under any Environmental Law, provided that said environmental condition or liability existed prior to the Closing Date; provided, however, that the foregoing does not relieve Purchaser from any liability or claim caused by the sole gross negligence or willful misconduct of a Purchaser indemnified party. Purchaser shall provide Seller with prompt notice of any written claim, demand, suit, cause of action or proceeding giving rise to an indemnity obligation hereunder. Seller's indemnification obligations in this Section 4.01 shall be subject to the provisions of Section 768.28, Fla. Stat., whereby Seller shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of \$200,000, but only to the extent the limitations set forth in that Statute are applicable.

4.02 Purchaser's Indemnity. From and after the Closing Date, with the exception of the obligations covered by Seller's indemnity under Section 4.01 above, Purchaser shall indemnify and hold harmless Seller and its officers, employees, agents and instrumentalities (each, a "Seller indemnified party") from and against any and all liabilities, losses or damages, including attorneys' fees and costs of defense, incurred by a Seller indemnified party as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature (a) resulting from the negligence or willful breach of this Agreement by Purchaser; and (b) relating to the Facilities arising, occurring or accruing subsequent to the Closing Date brought by any person, including but not limited to (i) any and all such claims resulting from Purchaser's ownership, possession, construction, use, operation, or retirement of the Facilities, (ii) any and all such claims resulting from any hazardous, illegal or harmful environmental conditions, incidents or spills proximately caused by Purchaser, (iii) any and all such claims based on liability or obligations under any Environmental Law arising directly from Purchaser's acts and omissions in connection with its possession, construction, use, operation, or retirement of the Facilities, and (iv) any and all such claims for contribution under any Environmental Law arising directly from Purchaser's acts and omissions in connection with its possession, construction, use, operation, or retirement of the Facilities; provided, with respect to (ii)–(iv), that it shall have been determined by a court of competent jurisdiction that said environmental condition or liability was created after the Closing Date by Purchaser and did not result from a pre-existing environmental condition or Seller's acts or omissions, and excluding, the discovery of, or the non-negligent accidental or inadvertent release of, any hazardous materials resulting from Purchaser's investigations (unless the hazardous materials are brought onto the Facilities by Purchaser or Purchaser's agents, employees, consultants or contractors); provided, however, that the foregoing does not relieve Seller from any liability or claim caused by the sole gross negligence or willful misconduct of a Seller indemnified party. Seller shall provide Purchaser with prompt notice of any written claim, demand, suit, cause of action or proceeding giving rise to an indemnity obligation hereunder.

The provisions of Sections 4.01 and 4.02 shall survive the closing of this transaction and shall not serve as a limitation on any rights and remedies under the law, including but not limited to breach of this Agreement.

ARTICLE V MISCELLANEOUS

5.01 Governmental Regulations. This Agreement is subject to all present and future valid and applicable laws, orders, rules, statutes, ordinances, and regulations of any body of the federal, state or local government.

5.02. Seller's Sovereignty. It is expressly understood that, subject to the other provisions of this Agreement:

(a) Seller retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) Seller shall not by virtue of this Agreement be obligated to grant Purchaser any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

5.03 No Liability for Exercise of Police Power. Subject to any contrary provision in this Agreement, or any Seller covenant or obligation that may be contained in this Agreement, Seller shall have no obligation, including but not limited to the following:

(a) To apply for or assist the Purchaser in applying for any county, city or third party permit or needed approval; or

(b) To contest, defend against, or assist the Purchaser in contesting or defending against any challenge of any nature;

and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Planning and Zoning Department, DERM or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Seller or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Agreement, the Seller shall be released and held harmless, by the Purchaser from and against any liability, responsibility, claims, consequential or other damages, or losses to the Purchaser or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Seller to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the Seller shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Seller's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Purchaser as authorized by this Agreement. Moreover, in no event shall a failure of the Seller to adopt any of the Purchaser's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

5.04 Conversion from Master Metered Account to Individual Metered Accounts. Seller agrees that part of the consideration received from Purchaser for the sale of the Facilities are the Upgrade Costs. Seller agrees that for a period of six (6) years after the Closing Date, Seller shall maintain the number of gas appliances set forth in Exhibit "A" at current levels at a minimum over such six (6) year period. In the event Seller shall fail to maintain its usage of gas and number of gas appliances over such six (6) year period, Purchaser shall be entitled to recover from

Seller a pro rata portion of the Upgrade Costs, representing (i) the number of years remaining in the six (6) year period (including the current year, so that if, for example, Seller's failure occurs in the third year after the Closing Date, this number would be four (6)), (ii) multiplied by the Upgrade Costs divided by six (6), (iii) multiplied by 1.2988%. Purchaser shall have the right to audit Seller's usage and number of gas appliances from time to time.

5.05 Operation of Facilities. It is recognized among and between the Parties that the Facilities are being sold "As Is, Where Is," with any and all faults, and with the understanding that Seller has not offered any implied or expressed warranty as to the condition of the Facilities and/or as to it being fit for any particular purpose. At Closing Purchaser assumes full responsibility for the operation and maintenance of the Facilities.

5.06 Nonassignability. This Agreement and the terms thereof shall not be assignable to any other party without the prior written consent of the Party not seeking assignment of the Agreement.

5.07 GOVERNING LAW. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. Purchaser and Seller hereby agree that any claim or cause of action whether in law or equity, arising under or relating to this Agreement and whether brought by Purchaser or Seller shall be brought in the Circuit Court of Miami-Dade County, Florida; provided, however, that any such claim or cause of action may be brought in, or removed to, the United States District Court for the Southern District of Florida, Miami Division, to the extent that such court would have jurisdiction over the subject matter of such action. Purchaser and Seller hereby consent and submit to the in personam jurisdiction of such courts. To the extent permitted by law, Purchaser and Seller hereby consent that all services of process may be made by certified or registered mail, postage prepaid and return receipt requested. Each Party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each Party hereto agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law. Nothing herein shall be construed as prohibiting either Purchaser or Seller from pursuing other remedies available to it at law or equity against any party. Notwithstanding anything herein to the contrary, Seller specifically covenants and agrees that as its sole and exclusive remedy for any claims, demands, actions, suits or other proceedings under this Agreement, it shall have recourse only to the assets of Purchaser and not to the assets of any affiliated entity.

5.08 Notice. Unless otherwise provided, each Party may give notice to the other by providing notice in writing and such notice shall be considered as duly delivered when mailed by registered or certified mail or by nationally recognized courier service to the address of the respective Party, as follows:

Purchaser: Pivotal Utility Holdings, Inc. d/b/a Florida City Gas
Attention: Marc Seagrave
955 East 25th Street, Department 0357
Hialeah, FL 33013

With a copy to: AGL Resources Inc.
Attention: Chief Corporate Counsel
Ten Peachtree Place, Dept. 1470
Atlanta, GA 30309

Seller: Miami-Dade County
Attention: County Manager
Stephen P. Clarke Center
111 N.W. 1st Street
Miami, Florida 33128

With a copy to: Miami-Dade Public Housing and Community Development
Attention: Gregg Fortner, Director
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136

With a copy to: Miami-Dade County
Attention: Terrence A. Smith, Assistant County Attorney

Stephen P. Clarke Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

5.09 Headings. All headings, captions, and titles contained herein are included for convenience or reference only and shall have no effect on or be deemed as part of the text of this Agreement.

5.10 Modifications. This Agreement constitutes the entire Agreement between the Parties and no representation or agreement, modification or supplement, oral or written, shall affect the subject matter hereof, unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the Parties hereto.

5.11 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

5.12 Further Assurances; Survival. At Closing, and from time to time thereafter, Seller and Purchaser shall do all such additional and further acts, and shall execute and deliver all such additional and further amendments, affidavits, instruments, certificates and documents, as Seller or Purchaser, Seller's or Purchaser's counsel, or Purchaser's title insurer may reasonably require to effectuate the purchase and sale of the Facilities as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including the representations and warranties of Seller and Purchaser set forth in this Agreement) shall survive the consummation of the purchase and sale of the Facilities on the Closing Date, the delivery of the Bill of Sale, and the payment of the Purchase Price to Seller. Notwithstanding anything to the contrary set forth herein, the indemnification provisions set forth in Article IV of this Agreement shall survive any termination of this Agreement.

5.13 Non-Waiver. Failure or delay by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. Any custom or practice of the Parties at variance with the terms of this Agreement shall not constitute a modification of the terms of this Agreement or a waiver of the right to require strict compliance with the terms hereof.

5.14 Time of Essence. Time shall be of the essence for all provisions of this Agreement.

[Signature on Next Page]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representative have executed this Agreement effective as of the date first written above.

ATTEST:

HARVEY RUVIN, Clerk

SELLER:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

Deputy Clerk

By: _____

Name: _____

Its: _____

Approved for form and legal sufficiency
For Miami-Dade County Only

Terrence A. Smith
Assistant County Attorney

PURCHASER:

PIVOTAL UTILITY HOLDINGS, INC. d/b/a FLORIDA CITY GAS

WITNESS:

Melvin O. Williams

By: *Melvin O. Williams*

Name: *MELVIN O. WILLIAMS*

Its: *VP/GM*

EXHIBIT "A"

Description of Facilities and Premises

(attached)

EXHIBIT "B"
Form of Bill of Sale
(attached)

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, 111 N.W. 1st Street, Miami, Florida 33128 (the "First Party"), for and in consideration of the sum of approximately **THREE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY ONE (\$324,751)** Dollars lawful money of the United States, to it contributed by **PIVOTAL UTILITY HOLDINGS, INC. d/b/a FLORIDA CITY GAS**, a New Jersey corporation, 955 East 25th Street, Department 0357, Hialeah, Florida, 33013 (the "Second Party"), as described in more detail in that certain Customer Purchase and Sale Agreement dated _____, 2011 by and between the First Party and the Second Party (the "Agreement"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Second Party, its administrators, successors and assigns, the following goods and chattels:

Those certain pipelines, meters and appurtenant facilities located in Miami-Dade County, Florida more fully described in Exhibit "A" attached hereto and made a part hereof (the "Facilities")

TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns forever. Such conveyance is made in accordance with, and subject to, the terms and conditions of the Customer Purchase and Sale Agreement, recorded at Official Records Book ____, Page ____.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A" TO BILL OF SALE

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
Annie Coleman 014					
14001	2130 NW 54 ST B	1	1	1	
14002	2130 NW 54 ST A	1	1	1	
14003	2126 NW 54 ST B	1	1	1	
14004	2126 NW 54 ST A	1	1	1	
14005	2120 NW 54 ST B	1	1	1	
14006	2120 NW 54 ST A	1	1	1	
14007	2100 NW 54 ST D	1	1	1	
14008	2100 NW 54 ST C	1	1	1	
14009	2100 NW 54 ST A	1	1	1	
14010	2100 NW 54 ST B	1	1	1	
14011	5320 NW 21 AVE F	1	1	1	
14012	5320 NW 21 AVE E	1	1	1	
14013	5320 NW 21 AVE D	1	1	1	
14014	5320 NW 21 AVE C	1	1	1	
14015	5320 NW 21 AVE A	1	1	1	
14016	5320 NW 21 AVE B	1	1	1	
14017	5300 NW 21 AVE B	1	1	1	
14018	5300 NW 21 AVE A	1	1	1	
14019	5230 NW 21 AVE C	1	1	1	
14020	5230 NW 21 AVE B	1	1	1	
14021	5230 NW 21 AVE A	1	1	1	
14022	5220 NW 21 AVE F	1	1	1	
14023	5220 NW 21 AVE E	1	1	1	
14024	5220 NW 21 AVE C	1	1	1	
14025	5220 NW 21 AVE D	1	1	1	
14026	5220 NW 21 AVE B	1	1	1	
14027	5220 NW 21 AVE A	1	1	1	
14028	2101 NW 52 ST D	1	1	1	
14029	2101 NW 52 ST C	1	1	1	
14030	2101 NW 52 ST A	1	1	1	
14031	2101 NW 52 ST B	1	1	1	
14032	2135 NW 52 ST H	1	1	1	
14033	2135 NW 52 ST G	1	1	1	
14034	2135 NW 52 ST F	1	1	1	
14035	2135 NW 52 ST E	1	1	1	
14036	2135 NW 52 ST C	1	1	1	
14037	2135 NW 52 ST D	1	1	1	
14038	2135 NW 52 ST B	1	1	1	
14039	2135 NW 52 ST A	1	1	1	
14040	2145 NW 52 ST B	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14041	2145 NW 52 ST A	1	1	1	
14042	2140 NW 53 ST K	1	1	1	
14043	2140 NW 53 ST J	1	1	1	
14044	2140 NW 53 ST I	1	1	1	
14045	2140 NW 53 ST H	1	1	1	
14046	2140 NW 53 ST F	1	1	1	
14047	2140 NW 53 ST G	1	1	1	
14048	2140 NW 53 ST D	1	1	1	
14049	2140 NW 53 ST E	1	1	1	
14050	2140 NW 53 ST C	1	1	1	
14051	2140 NW 53 ST B	1	1	1	
14052	2140 NW 53 ST A	1	1	1	
14053	2135 NW 53 ST D	1	1	1	
14054	2135 NW 53 ST C	1	1	1	
14055	2135 NW 53 ST A	1	1	1	
14056	2135 NW 53 ST B	1	1	1	
14057	2139 NW 53 ST C	1	1	1	
14058	2139 NW 53 ST D	1	1	1	
14059	2139 NW 53 ST B	1	1	1	
14060	2139 NW 53 ST A	1	1	1	
14061	5109 NW 23 AVE	1	1	1	
14062	5105 NW 23 AVE	1	1	1	
14063	2285 NW 51 ST	1	1	1	
14064	2275 NW 51 ST	1	1	1	
14065	2265 NW 51 ST A	1	1	1	
14066	2265 NW 51 ST C	1	1	1	
14067	2265 NW 51 ST B	1	1	1	
14068	2265 NW 51 ST D	1	1	1	
14069	2265 NW 51 ST E	1	1	1	
14070	2265 NW 51 ST F	1	1	1	
14071	5035 NW 23 AVE	1	1	1	
14072	5037 NW 23 AVE	1	1	1	
14073	2280 NW 51 ST	1	1	1	
14074	2272 NW 51 ST	1	1	1	
14075	2270 NW 51 ST	1	1	1	
14076	2266 NW 51 ST C	1	1	1	
14077	2266 NW 51 ST D	1	1	1	
14078	2266 NW 51 ST A	1	1	1	
14079	2266 NW 51 ST B	1	1	1	
14080	2285 NW 50 ST A	1	1	1	
14081	2285 NW 50 ST B	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14082	2285 NW 50 ST C	1	1	1	
14083	2285 NW 50 ST D	1	1	1	
14084	2285 NW 50 ST E	1	1	1	
14085	2285 NW 50 ST F	1	1	1	
14086	2267 NW 50 ST	1	1	1	
14087	2265 NW 50 ST	1	1	1	
14088	2282 NW 50 ST	1	1	1	
14089	2280 NW 50 ST	1	1	1	
14090	2242 NW 50 ST	1	1	1	
14091	2240 NW 50 ST	1	1	1	
14092	2230 NW 50 ST C	1	1	1	
14093	2230 NW 50 ST D	1	1	1	
14094	2230 NW 50 ST A	1	1	1	
14095	2230 NW 50 ST B	1	1	1	
14096	2301 NW 50 ST E	1	1	1	
14097	2301 NW 50 ST C	1	1	1	
14098	2301 NW 50 ST D	1	1	1	
14099	2301 NW 50 ST A	1	1	1	
14100	2301 NW 50 ST B	1	1	1	
14101	2415 NW 50 ST D	1	1	1	
14102	2415 NW 50 ST E	1	1	1	
14103	2415 NW 50 ST B	1	1	1	
14104	2415 NW 50 ST C	1	1	1	
14105	2415 NW 50 ST A	1	1	1	
14106	2417 NW 50 ST D	1	1	1	
14107	2417 NW 50 ST C	1	1	1	
14108	2417 NW 50 ST A	1	1	1	
14109	2417 NW 50 ST B	1	1	1	
14110	2419 NW 50 ST G	1	1	1	
14111	2419 NW 50 ST F	1	1	1	
14112	2419 NW 50 ST E	1	1	1	
14113	2419 NW 50 ST D	1	1	1	
14114	2419 NW 50 ST B	1	1	1	
14115	2419 NW 50 ST C	1	1	1	
14116	2419 NW 50 ST A	1	1	1	
14117	2425 NW 50 ST F	1	1	1	
14118	2425 NW 50 ST D	1	1	1	
14119	2425 NW 50 ST E	1	1	1	
14120	2425 NW 50 ST B	1	1	1	
14121	2425 NW 50 ST C	1	1	1	
14122	2425 NW 50 ST A	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14123	2429 NW 50 ST E	1	1	1	
14124	2429 NW 50 ST D	1	1	1	
14125	2429 NW 50 ST C	1	1	1	
14126	2429 NW 50 ST A	1	1	1	
14127	2429 NW 50 ST B	1	1	1	
14128	2433 NW 50 ST G	1	1	1	
14129	2433 NW 50 ST F	1	1	1	
14130	2433 NW 50 ST E	1	1	1	
14131	2433 NW 50 ST D	1	1	1	
14132	2433 NW 50 ST C	1	1	1	
14133	2433 NW 50 ST A	1	1	1	
14134	2433 NW 50 ST B	1	1	1	
14135	2435 NW 50 ST F	1	1	1	
14136	2435 NW 50 ST D	1	1	1	
14137	2435 NW 50 ST E	1	1	1	
14138	2435 NW 50 ST C	1	1	1	
14139	2435 NW 50 ST B	1	1	1	
14140	2435 NW 50 ST A	1	1	1	
14141	2494 NW 50 ST	1	1	1	
14142	2496 NW 50 ST	1	1	1	
14143	2498 NW 50 ST	1	1	1	
14144	4921 NW 25 AVE	1	1	1	
14145	4911 NW 25 AVE A	1	1	1	
14146	4911 NW 25 AVE B	1	1	1	
14147	4911 NW 25 AVE C	1	1	1	
14148	4911 NW 25 AVE D	1	1	1	
14149	4901 NW 25 AVE A	1	1	1	
14150	4901 NW 25 AVE B	1	1	1	
14151	4901 NW 25 AVE C	1	1	1	
14152	4901 NW 25 AVE D	1	1	1	
14153	4815 NW 25 AVE A	1	1	1	
14154	4815 NW 25 AVE B	1	1	1	
14155	4815 NW 25 AVE C	1	1	1	
14156	4815 NW 25 AVE D	1	1	1	
14157	4815 NW 25 AVE E	1	1	1	
14158	4815 NW 25 AVE F	1	1	1	
14159	2485 NW 48 ST	1	1	1	
14160	2487 NW 48 ST	1	1	1	
14161	2489 NW 48 ST	1	1	1	
14162	4740 NW 25 AVE	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14163	4742 NW 25 AVE	1	1	1	
14164	2510 NW 48 ST	1	1	1	
14165	2512 NW 48 ST	1	1	1	
14166	2530 NW 48 ST	1	1	1	
14167	2532 NW 48 ST	1	1	1	
14168	2540 NW 48 ST	1	1	1	
14169	2542 NW 48 ST	1	1	1	
14170	2600 NW 48 ST	1	1	1	
14171	2602 NW 48 ST	1	1	1	
14172	2610 NW 48 ST	1	1	1	
14173	2612 NW 48 ST	1	1	1	
14174	4745 NW 24 AVE A	1	1	1	
14175	4745 NW 24 AVE B	1	1	1	
14176	4745 NW 24 AVE C	1	1	1	
14177	4745 NW 24 AVE D	1	1	1	
14178	4725 NW 24 AVE A	1	1	1	
14179	4725 NW 24 AVE B	1	1	1	
14180	4725 NW 24 AVE C	1	1	1	
14181	4725 NW 24 AVE D	1	1	1	
14182	4705 NW 24 AVE A	1	1	1	
14183	4705 NW 24 AVE B	1	1	1	
14184	4705 NW 24 AVE C	1	1	1	
14185	4705 NW 24 AVE D	1	1	1	
14186	4625 NW 24 AVE A	1	1	1	
14187	4625 NW 24 AVE B	1	1	1	
14188	4625 NW 24 AVE C	1	1	1	
14189	4625 NW 24 AVE D	1	1	1	
14190	4605 NW 24 AVE A	1	1	1	
14191	4605 NW 24 AVE B	1	1	1	
14192	4605 NW 24 AVE C	1	1	1	
14193	4605 NW 24 AVE D	1	1	1	
14194	2375 NW 46 ST A	1	1	1	
14195	2375 NW 46 ST B	1	1	1	
14196	2375 NW 46 ST C	1	1	1	
14197	2375 NW 46 ST D	1	1	1	
14198	4600 NW 23 CT A	1	1	1	
14199	4600 NW 23 CT B	1	1	1	
14200	4600 NW 23 CT C	1	1	1	
14201	4600 NW 23 CT D	1	1	1	
14202	4630 NW 23 CT A	1	1	1	
14203	4630 NW 23 CT B	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14204	4630 NW 23 CT C	1	1	1	
14205	4630 NW 23 CT D	1	1	1	
14206	4650 NW 23 CT A	1	1	1	
14207	4650 NW 23 CT B	1	1	1	
14208	4650 NW 23 CT C	1	1	1	
14209	4650 NW 23 CT D	1	1	1	
14210	4710 NW 23 CT A	1	1	1	
14211	4710 NW 23 CT B	1	1	1	
14212	4710 NW 23 CT C	1	1	1	
14213	4710 NW 23 CT D	1	1	1	
14214	4730 NW 23 CT A	1	1	1	
14215	4730 NW 23 CT B	1	1	1	
14216	4730 NW 23 CT C	1	1	1	
14217	4730 NW 23 CT D	1	1	1	
14218	4755 NW 24 AVE A	1	1	1	
14219	4755 NW 24 AVE B	1	1	1	
14220	4755 NW 24 AVE C	1	1	1	
14221	4755 NW 24 AVE D	1	1	1	
14222	4737 NW 24 AVE	1	1	1	
14223	4735 NW 24 AVE	1	1	1	
14224	4722 NW 23 CT	1	1	1	
14225	4724 NW 23 CT	1	1	1	
14226	4720 NW 23 CT	1	1	1	
14227	4739 NW 24 AVE	1	1	1	
14228	4702 NW 23 CT	1	1	1	
14229	4700 NW 23 CT	1	1	1	
14230	4717 NW 24 AVE	1	1	1	
14231	4719 NW 24 AVE	1	1	1	
14232	4715 NW 24 AVE	1	1	1	
14233	4704 NW 23 CT	1	1	1	
14234	4635 NW 24 AVE	1	1	1	
14235	4637 NW 24 AVE	1	1	1	
14236	4644 NW 23 CT	1	1	1	
14237	4642 NW 23 CT	1	1	1	
14238	4640 NW 23 CT	1	1	1	
14239	4639 NW 24 AVE	1	1	1	
14240	4622 NW 23 CT	1	1	1	
14241	4620 NW 23 CT	1	1	1	
14242	4617 NW 24 AVE	1	1	1	
14243	4619 NW 24 AVE	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
14244	4615 NW 24 AVE	1	1	1	
14245	4624 NW 23 CT	1	1	1	
		245	245	245	0
Annie Coleman 016		Count	Water heater	Stove	Space heater
Site 6					
16091	6240 NW 21 AVE A	1	1	1	
16092	6240 NW 21 AVE B	1	1	1	
16093	6240 NW 21 AVE C	1	1	1	
16094	6240 NW 21 AVE D	1	1	1	
16095	6240 NW 21 AVE E	1	1	1	
16096	6240 NW 21 AVE F	1	1	1	
16097	2110 NW 63 ST	1	1	1	
16098	2112 NW 63 ST	1	1	1	
Site 2					
16099	2330 NW 63 ST A	1	1	1	
16100	2330 NW 63 ST B	1	1	1	
16101	2330 NW 63 ST C	1	1	1	
16102	2330 NW 63 ST D	1	1	1	
16103	2330 NW 63 ST E	1	1	1	
16104	2330 NW 63 ST F	1	1	1	
16105	2350 NW 63 ST A	1	1	1	
16106	2350 NW 63 ST B	1	1	1	
16107	2350 NW 63 ST C	1	1	1	
16108	2350 NW 63 ST D	1	1	1	
16109	2350 NW 63 ST E	1	1	1	
16110	2350 NW 63 ST F	1	1	1	
16111	2360 NW 63 ST A	1	1	1	
16112	2360 NW 63 ST B	1	1	1	
16113	2360 NW 63 ST C	1	1	1	
16114	2360 NW 63 ST D	1	1	1	
16115	2360 NW 63 ST E	1	1	1	
16116	2360 NW 63 ST F	1	1	1	
16117	6239 NW 24 AVE A	1	1	1	
16118	6239 NW 24 AVE B	1	1	1	
16119	6239 NW 24 AVE C	1	1	1	
16120	6239 NW 24 AVE D	1	1	1	
16121	6239 NW 24 AVE E	1	1	1	
16122	6239 NW 24 AVE F	1	1	1	
Site 1					

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
16123	2440 NW 63 ST A	1	1	1	
16124	2440 NW 63 ST B	1	1	1	
16125	2440 NW 63 ST C	1	1	1	
16126	2440 NW 63 ST D	1	1	1	
16127	2440 NW 63 ST E	1	1	1	
16128	2440 NW 63 ST F	1	1	1	
16129	2440 NW 63 ST G	1	1	1	
16130	2440 NW 63 ST H	1	1	1	
16131	2440 NW 63 ST I	1	1	1	
16132	2440 NW 63 ST J	1	1	1	
16133	2440 NW 63 ST K	1	1	1	
16134	2440 NW 63 ST L	1	1	1	
16135	2460 NW 63 ST A	1	1	1	
16136	2460 NW 63 ST B	1	1	1	
16137	2460 NW 63 ST C	1	1	1	
16138	2460 NW 63 ST D	1	1	1	
16139	2460 NW 63 ST E	1	1	1	
16140	2460 NW 63 ST F	1	1	1	
16141	2480 NW 63 ST A	1	1	1	
16142	2480 NW 63 ST B	1	1	1	
16143	2480 NW 63 ST C	1	1	1	
16144	2480 NW 63 ST D	1	1	1	
16145	2480 NW 63 ST E	1	1	1	
16146	2480 NW 63 ST F	1	1	1	
16147	2480 NW 63 ST G	1	1	1	
16148	2480 NW 63 ST H	1	1	1	
16149	2480 NW 63 ST I	1	1	1	
16150	2480 NW 63 ST J	1	1	1	
16151	2480 NW 63 ST K	1	1	1	
16152	2480 NW 63 ST L	1	1	1	
Site 38					
16173	6641 NW 26 AVE	1	1	1	
16174	6645 NW 26 AVE	1	1	1	
16175	6647 NW 26 AVE	1	1	1	
16176	6649 NW 26 AVE	1	1	1	
16177	2601 NW 67 ST	1	1	1	
16178	2605 NW 67 ST	1	1	1	
16179	2609 NW 67 ST	1	1	1	
16180	2611 NW 67 ST	1	1	1	
Site 36					
16181	6710 NW 26 AVE A	1	1	1	

Master Metered Gas Distribution System

Premises			Facilities			
Unit	Address	Unit count	Water heater	Stove	Space heater	
16182	6710 NW 26 AVE B	1	1	1		
16183	6710 NW 26 AVE C	1	1	1		
16184	6710 NW 26 AVE D	1	1	1		
16185	6710 NW 26 AVE E	1	1	1		
16186	6710 NW 26 AVE F	1	1	1		
16187	2600 NW 68 ST	1	1	1		
16188	2604 NW 68 ST	1	1	1		
16189	2608 NW 68 ST	1	1	1		
16190	2610 NW 68 ST	1	1	1		
Site 35						
16191	6741 NW 26 AVE	1	1	1		
16192	6745 NW 26 AVE	1	1	1		
16193	6747 NW 26 AVE	1	1	1		
16194	6749 NW 26 AVE	1	1	1		
Site 37						
16169	6600 NW 26 AVE	1	1	1		
16170	6604 NW 26 AVE	1	1	1		
16171	6608 NW 26 AVE	1	1	1		
16172	6610 NW 26 AVE	1	1	1		
		88	88	88	0	
Jollivette			Ct	Water heater	Stove	Space heater
009001	6340 NW 24 AVE	1			1	
009002	2402 NW 64 ST	1			1	
009003	2404 NW 64 ST	1			1	
009004	2406 NW 64 ST	1			1	
009005	2408 NW 64 ST	1			1	
009006	6336 NW 24 AVE	1			1	
009007	6332 NW 24 AVE	1			1	
009008	6328 NW 24 AVE	1			1	
009009	6324 NW 24 AVE	1			1	
009010	6320 NW 24 AVE	1			1	
009011	6300 NW 24 AVE	1			1	
009012	2403 NW 63 ST	1			1	
009013	2405 NW 63 ST	1			1	
009014	2407 NW 63 ST	1			1	
009015	2409 NW 63 ST	1			1	
009016	6321 NW 24 CT	1			1	
009017	6325 NW 24 CT	1			1	

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
009018	6329 NW 24 CT	1			1
009019	6333 NW 24 CT	1			1
009020	6337 NW 24 CT	1			1
009021	2430 NW 64 ST	1			1
009022	2432 NW 64 ST	1			1
009023	2434 NW 64 ST	1			1
009024	2436 NW 64 ST	1			1
009025	6336 NW 24 CT	1			1
009026	6332 NW 24 CT	1			1
009027	6328 NW 24 CT	1			1
009028	6326 NW 24 CT	1			1
009029	6320 NW 24 CT	1			1
009030	2431 NW 63 ST	1			1
009031	2433 NW 63 ST	1			1
009032	2435 NW 63 ST	1			1
009033	2437 NW 63 ST	1			1
009034	2441 NW 63 ST	1			1
009035	2443 NW 63 ST	1			1
009036	2445 NW 63 ST	1			1
009037	2447 NW 63 ST	1			1
009038	6321 NW 24 PL	1			1
009039	6325 NW 24 PL	1			1
009040	6329 NW 24 PL	1			1
009041	6333 NW 24 PL	1			1
009042	6337 NW 24 PL	1			1
009043	2440 NW 64 ST	1			1
009044	2442 NW 64 ST	1			1
009045	2444 NW 64 ST	1			1
009046	2446 NW 64 ST	1			1
009047	2468 NW 64 ST	1			1
009048	2470 NW 64 ST	1			1
009049	2472 NW 64 ST	1			1
009050	2474 NW 64 ST	1			1
009051	6341 NW 25 AVE	1			1
009052	6336 NW 24 PL	1			1
009053	6332 NW 24 PL	1			1
009054	6328 NW 24 PL	1			1
009055	6324 NW 24 PL	1			1
009056	6320 NW 24 PL	1			1
009057	2469 NW 63 ST	1			1
009058	2471 NW 63 ST	1			1

Master Metered Gas Distribution System

Premises			Facilities		
Unit	Address	Unit count	Water heater	Stove	Space heater
009059	2473 NW 63 ST	1			1
009060	2475 NW 63 ST	1			1
009061	6301 NW 25 AVE	1			1
009062	6321 NW 25 AVE	1			1
009063	6325 NW 25 AVE	1			1
009064	6329 NW 25 AVE	1			1
009065	6333 NW 25 AVE	1			1
009066	6337 NW 25 AVE	1			1
		66	0	0	66
		Total	Water heater	Stove	Space heater
		399	333	333	66



Prepared By
 Southeastern Gas
 Engineering
 Atlanta, Georgia

www.southeasterngasengineering.com
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DRAWING AUTHOR: F
 OWNER/ISSUER:
 APPROVING AUTHORITY:
 GENERAL CONTRACTOR:

FLORIDA CITY GAS
 MIAMI DADE HOUSING AGENCY
 GAS SYSTEM PLOT PLAN
 SHEET 1 OF 2



SAFETY FIRST!
 CALL BEFORE YOU DIG!

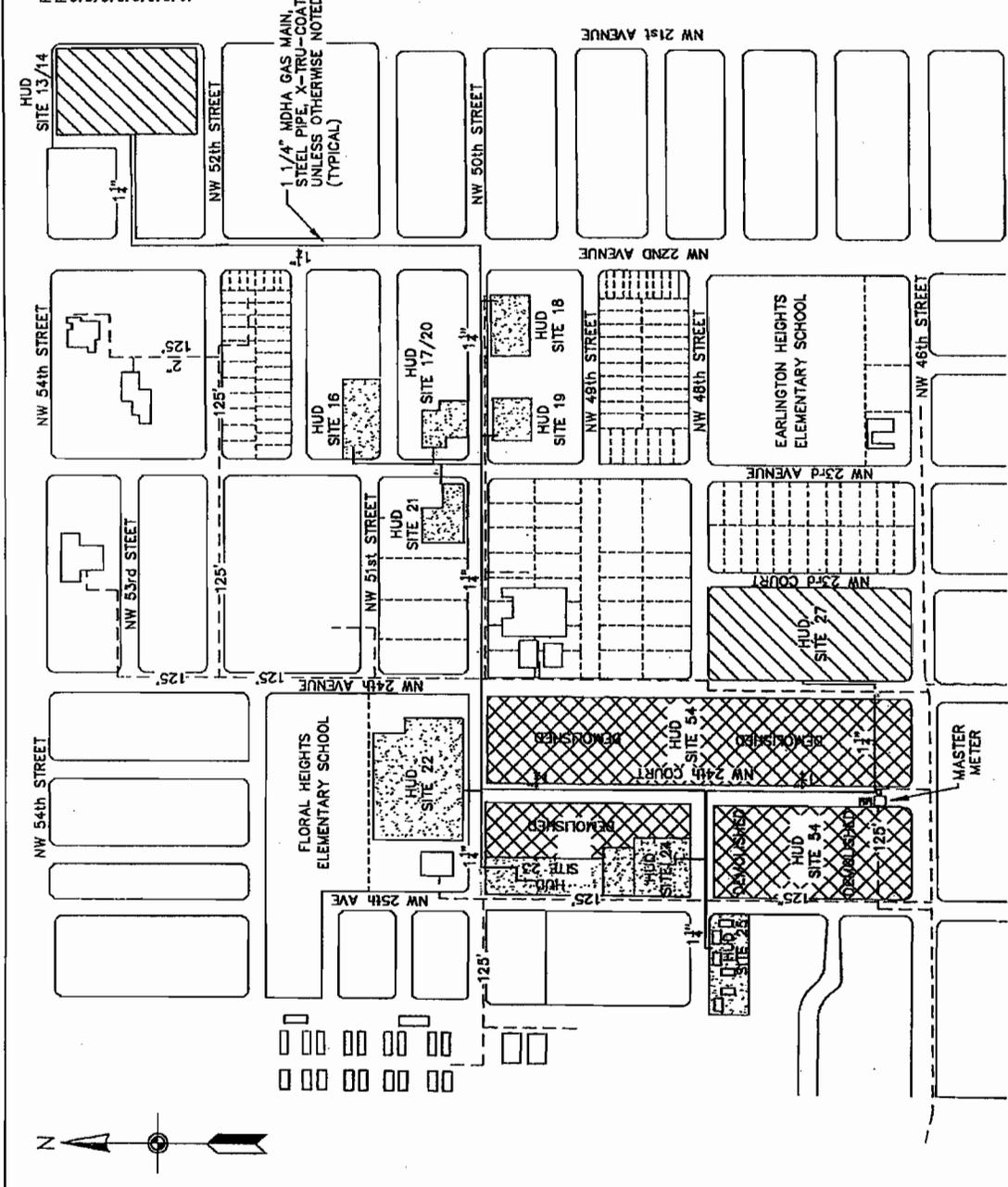
CONTACT AGL FOR THE LATEST
 REVISIONS
 1-800-432-4770
 DATE: 05-11-11
 PROJECT NUMBER:
 SHEET NO. 1 OF 10

- DRAWING REFERENCE**
- SHEET 1
 - SHEET 2
 - SHEET 3
 - SHEET 4
 - SHEET 5
 - SHEET 6
 - SHEET 7
 - SHEET 8
 - SHEET 9
 - SHEET 10
- PLOT PLAN, 1 OF 2
 PLOT PLAN, 2 OF 2
 SITE JOLIVETTE
 SITES 1, 2 & 6
 SITES 13 & 14
 SITES 16, 17, 18, 19, 20 & 21
 SITE 22
 SITES 23, 24 & 25
 SITE 27
 SITES 35, 36, 37 & 38

NOTE:
 ALL MDHA GAS MAINS ARE
 1 1/4" STEEL, X-TRU-COAT
 UNLESS OTHERWISE NOTED

LEGEND

- C.I.E. CAPABLE TOTAL ELECTRIC
- WILL STAY NATURAL GAS
- DEMOLISHED
- EXISTING MDHA GAS MAIN
- EXISTING FCG GAS MAIN
- REGULATOR
- MASTER METER



PLOT PLAN
 SHEET 1 OF 2



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OWNER/VEHICLE:

APPROVED AUTHORITY:

GENERAL CONTRACTOR:

FLORIDA CITY GAS
MIAMI DADE HOUSING AGENCY
GAS SYSTEM FLOT PLAN
SHEET 2 OF 2



CONTACT FLORIDA "ONE" CALL
72 HOURS PRIOR TO EXCAVATION
1-800-432-4770

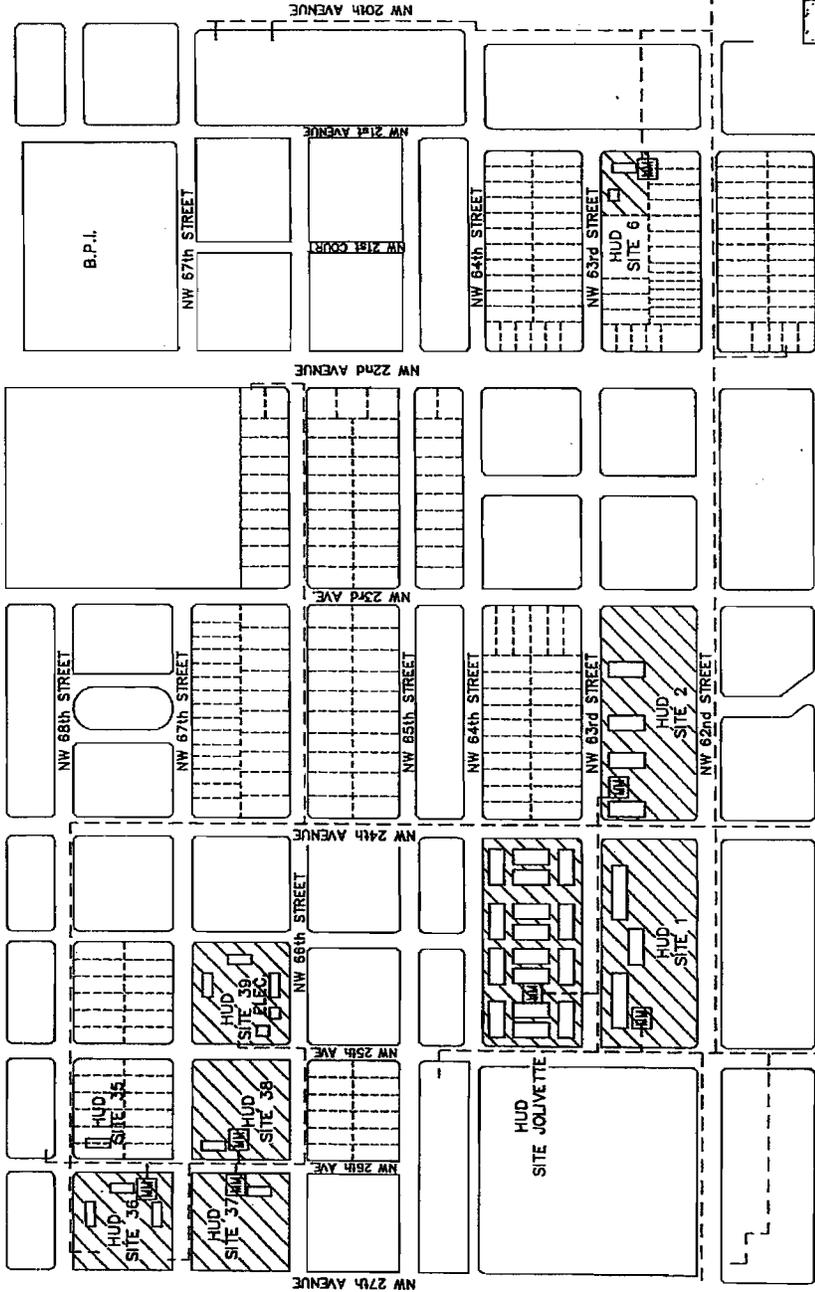
REVISIONS	DATE	PREPARED BY	CHECKED BY	FILE NAME	SHEET NO.
					2 OF 10



NOTE:
ALL MDHA GAS MAINS ARE
1 1/4" STEEL, X-TRU-COAT
UNLESS OTHERWISE NOTED

LEGEND

- C.T.E. CAPABLE TOTAL ELECTRIC
- WILL STAY NATURAL GAS
- SET FOR DEMOLITION
- EXISTING MDHA GAS MAIN
- EXISTING FOG GAS MAIN
- REGULATOR
- MASTER METER



PLOT PLAN
SHEET 2 OF 2

- DRAWING REFERENCE
- PLOT PLAN: 1 OF 2
 - PLOT PLAN: 2 OF 2
 - SITE JOLIVETTE
 - SITES 1, 2, & 6
 - SITES 13, 14, 15, 16, 17, 18, 19, 20 & 21
 - SITES 23, 24 & 25
 - SITE 27
 - SITES 35, 36, 37 & 38



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DRAWING REFERENCE F.

OWNER/TEHANT:

APPROVING AUTHORITY:

GENERAL CONTRACTOR:

FLORIDA CITY GAS
 GAS SYSTEM PLAN
 SITE 27



SAFETY FIRST!
 CALL BEFORE YOU DIG!

CONTACT FLORIDA ONE CALL
 78 HOURS PRIOR TO EXCAVATION
 1-800-452-4770

REVISIONS

REV. NO.	DATE	REVISION DESCRIPTION

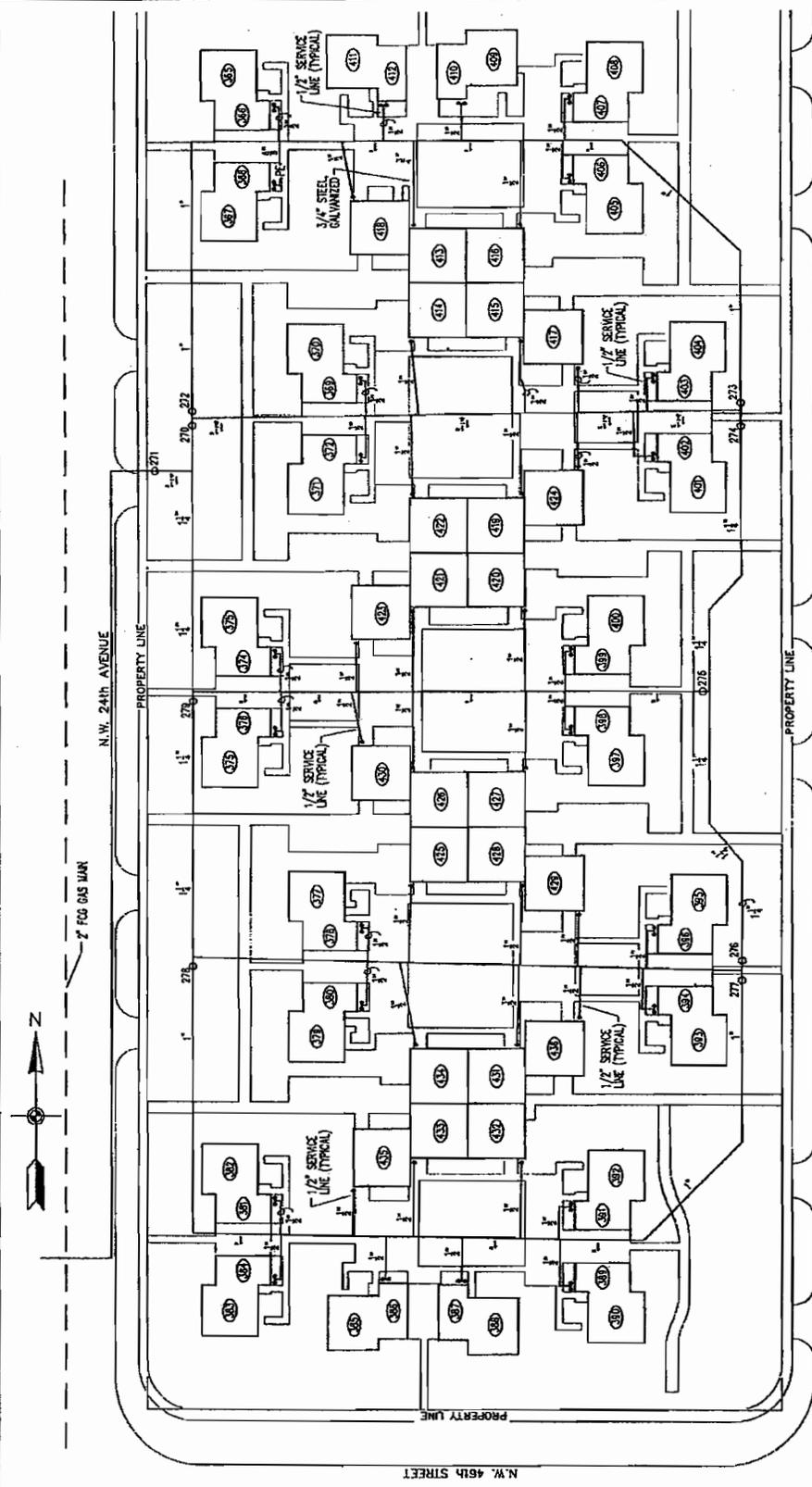
DATE: 08-12-11

SCALE: NONE

PRECISE NUMBER:

FILE NAME:

SHEET NO. 9 OF 10



- LEGEND**
- GAS LINE, STEEL, X-TRU-COAT
 - PE — GAS LINE, POLYETHYLENE PIPE
 - NO. — SHUT-OFF VALVE
 - REGULATOR, SINGLE
 - REGULATOR, DUAL
 - M — MASTER METER
- NOTE:**
 TYPE OF PIPE IS STEEL, X-TRU-COAT
 (UNLESS OTHERWISE NOTED)

SITE 27

42

CUSTOMER ASSESSMENT AND DUE DILIGENCE AGREEMENT

17th THIS CUSTOMER ASSESSMENT AGREEMENT (the "Agreement") is made and entered into as of the day of March, 2011, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Owner"), and PIVOTAL UTILITY HOLDINGS, INC. d/b/a FLORIDA CITY GAS, a New Jersey corporation ("Assessor") (Owner and Assessor are also herein referred to individually as a "Party" and collectively as the "Parties"), as follows:

WITNESSETH:

WHEREAS, in conjunction with an offer by Assessor to purchase certain pipelines, meters and appurtenant facilities ("Facilities") located in Miami-Dade County, Florida, held by Owner, Assessor has requested to inspect such Facilities and Owner has agreed to allow the Assessor, upon certain terms and conditions set forth herein, to inspect all of its ownership interest in the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending hereby to be legally bound, Owner and Assessor hereby stipulate and agree as follows:

ARTICLE I

DUE DILIGENCE INSPECTION OF FACILITIES/PROPOSAL TO OWNER

1.01 Inspection of the Facilities. Assessor and Assessor's agents and designees shall have the right, at Assessor's sole cost and expense (except as contemplated in Section 1.02, if applicable) to enter the premises of Owner identified on Exhibit "A" (collectively the "Premises") attached hereto for the purposes of inspecting the Facilities at the Premises, conducting soil tests, and making surveys, mechanical and structural engineering studies, environmental assessments, and any other investigations and inspections as Assessor may reasonably require to assess the condition of the Facilities (hereinafter "Inspection Work"). Assessor shall coordinate work on the Premises with Owner and shall provide Owner with written notice prior to entry on the Premises in order to minimize interference with ingress and egress to the Premises. Assessor shall require any contractor performing any Inspection Work on the Premises to comply with all applicable safety laws, Assessor's safety procedures and policies and Owner's safety procedures and policies, to the extent such safety procedures and policies of Owner are provided in advance in writing by Owner. In adhering to such safety procedures and policies, Assessor will act in a manner expected of recognized professionals performing work of a similar type and nature. Assessor and Assessor's agents and designees shall be fully insured in an amount up to \$1,000,000.00 while performing Inspection Work on the Premises.

1.02 Due Diligence Period. Assessor shall have until one hundred twenty (120) days after the date hereof (the "Due Diligence Date") in which to examine and investigate the Facilities, and to determine whether there are any conditions, defects, or defaults which would have a material adverse effect on the Facilities or Assessor's ability to operate the Facilities after a transfer of ownership to Assessor. On or before the Due Diligence Date, Assessor will submit to Owner a proposal with respect to a sale, transfer and assignment of the Facilities to Assessor, including a proposed form of purchase and sale agreement. However, in the event that Assessor, prior to the Due Diligence Date, finds that any conditions, defects or defaults with a material effect exist, then Assessor will provide written notice to Owner of such conditions, defects or defaults and either (i) have the right not to submit any proposal to Owner, or (ii) provide Owner with a plan to correct, cure or repair such conditions defects or defaults. The plan identified in item (ii) of the preceding sentence may be submitted as part of Assessor's proposal or without a proposal, with the submission of such proposal conditioned on Owner's completion of items identified in such plan. The access afforded to Assessor and Assessor's agents and designees is limited to the terms and conditions herein and is not intended to provide any additional rights not expressly listed herein. A recommendation shall be submitted in the form of a County Manager's memorandum, to the Miami-Dade Board of County Commissioners (the "Board") that the Board approve reimbursing Assessor for the cost incurred by Assessor to complete the requisite due diligence in the event that the sale of the gas lines to the Assessor does not occur. Assessor acknowledges that Owner cannot compel the Board to reimburse Assessor for such costs, that the County maintains all of its sovereign rights, and nor shall Owner be held liable by Assessor in the event the Board does not approve said reimbursement.

1.03 Expiration of Agreement. This Agreement shall expire upon completion of the Inspection Work or upon the Due Diligence Date, whichever is earliest. Assessor and Assessor's agents and designees shall remove all waste materials

generated during the term of this Agreement, as necessary from the Premises and shall be fully responsible for the proper disposal of all such materials in accordance with applicable laws and regulations. Upon completion of the Inspection Work, Assessor shall secure the Premises, and shall not release its contractor(s), if any, from their contractual obligations or make final payment to said contractor(s) until Owner attests to the satisfactory completion of the Inspection Work, removal of waste material and restoration of the Premises. Assessor further agrees that, upon completion by Assessor or its contractor of the Inspection Work, Assessor shall, at its own expense, restore the Premises to a condition substantially equal to the Premises' original condition.

ARTICLE II INDEMNITY

2.01 Assessor's Indemnity. Assessor agrees to indemnify, defend, and hold harmless Owner and its affiliates, board of commissioners, subsidiaries, officers, agents, employees, representatives, successors and assigns (each an "Owner indemnified party") from and against any and all damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, suits, costs and expenses including, without limitation, reasonable attorneys' fees, incurred by the Owner indemnified party and directly arising from any injury to any person or property caused by the negligence or willful misconduct of Assessor, its employees or contractors; provided, however, that Assessor shall have no obligation to indemnify or hold harmless any Owner indemnified party against liability for damages to the extent caused by the negligence of an Owner indemnified party. To the extent Assessor is obligated to indemnify any Owner indemnified party pursuant to this Section 2.01, Assessor shall investigate and defend all such claims, suits, or actions of any kind or nature in the name of such Owner indemnified party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Assessor understands and agrees that any insurance protection provided by Assessor shall in no way limit the responsibility of Assessor to indemnify, defend and hold harmless any Owner indemnified party pursuant to this Section 2.01.

ARTICLE III MISCELLANEOUS

3.01 Governmental Regulations. This Agreement is subject to all present and future valid and applicable laws, orders, rules, statutes, ordinances, and regulations of any body of the federal, state or local government.

3.02 Nonassignability. This Agreement and the terms thereof shall not be assignable to any other party without the prior written consent of the Party not seeking assignment of the Agreement.

3.03 GOVERNING LAW. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. Assessor and Owner hereby agree that any claim or cause of action whether in law or equity, arising under or relating to this Agreement and whether brought by Assessor or Owner shall be brought in the Circuit Court of Broward County, Florida; provided, however, that any such claim or cause of action may be brought in, or removed to, the United States District Court for the Southern District of Florida, Miami Division, to the extent that such court would have jurisdiction over the subject matter of such action. Assessor and Owner hereby consent and submit to the in personam jurisdiction of such courts. To the extent permitted by law, Assessor and Owner hereby consent that all services of process may be made by certified or registered mail, postage prepaid and return receipt requested. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each party hereto agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law. Nothing herein shall be construed as prohibiting either Assessor or Owner from pursuing other remedies available to it at law or equity against any party. Notwithstanding anything herein to the contrary, Owner specifically covenants and agrees that as its sole and exclusive remedy for any claims, demands, actions, suits or other proceedings under this Agreement, it shall have recourse only to the assets of Assessor and not to the assets of any affiliated entity.

3.04 Notice. Unless otherwise provided, each Party may give notice to the other by providing notice in writing and such notice shall be considered as duly delivered when mailed by registered or certified mail or by nationally recognized courier service to the address of the respective Party, as follows:

Assessor:

Pivotal Utility Holdings, Inc. d/b/a Florida City Gas
Attention: Marc Seagrave
955 East 25th Street, Department 0357

Hialeah, FL 33013

With a copy to:

AGL Resources Inc.
Attention: Chief Corporate Counsel
Ten Peachtree Place, Dept. 1470
Atlanta, GA 30309

Owner:

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128
Attention: County Manager

With a copy to:

Miami-Dade Public Housing Agency
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Gregg Fortner, Director

With a copy to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attention: Terrence A. Smith, Assistant County Attorney

3.05. **Owner's Sovereignty.** It is expressly understood that, subject to the other provisions of this Agreement:

- (a) Owner retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
- (b) Owner shall not by virtue of this Agreement be obligated to grant Assessor any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

3.06 **No Liability for Exercise of Police Power.** Subject to any contrary provision in this Agreement, or any Owner covenant or obligation that may be contained in this Agreement, Owner shall have no obligation, including but not limited to the following:

- (a) To apply for or assist the Assessor in applying for any county, city or third party permit or needed approval; or
- (b) To contest, defend against, or assist the Assessor in contesting or defending against any challenge of any nature;

and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Planning and Zoning Department, DERM or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Owner or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Agreement, the Owner shall be released and held harmless, by the Assessor from and against any liability, responsibility, claims, consequential or other damages, or losses to the Assessor or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of

occupancy will require the Owner to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the Owner shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Owner's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Assessor as authorized by this Agreement. Moreover, in no event shall a failure of the Owner to adopt any of the Assessor's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

3.07 **Headings.** All headings, captions, and titles contained herein are included for convenience or reference only and shall have no effect on or be deemed as part of the text of this Agreement.

3.08 **Modifications.** This Agreement constitutes the entire Agreement between the Parties and no representation or agreement, modification or supplement, oral or written, shall affect the subject matter hereof, unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the Parties hereto.

3.09 **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

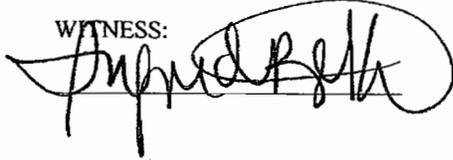
3.10 **Further Assurances; Survival.** Owner and Assessor shall do all such additional and further acts, and shall execute and deliver all such additional and further amendments, affidavits, instruments, certificates and documents, as Owner or Assessor, Owner's or Assessor's counsel, or Assessor's title insurer may reasonably require to effectuate the inspection of the Facilities as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including the representations and warranties of Owner and Assessor set forth in this Agreement) shall survive the completion of the inspection of the Facilities. Notwithstanding anything to the contrary set forth herein, the indemnification provisions set forth in Article II of this Agreement shall survive any termination of this Agreement.

3.11 **Non-Waiver.** Failure or delay by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. Any custom or practice of the parties at variance with the terms of this Agreement shall not constitute a modification of the terms of this Agreement or a waiver of the right to require strict compliance with the terms hereof.

3.12 **Time of Essence.** Time shall be of the essence for all provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representative have executed this Agreement effective as of the date first written above.

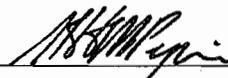
WITNESS:



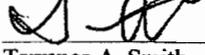
OWNER:

MIAMI-DADE COUNTY

By:


Name: George M. Burgess, County Manager

Approved as to form and legal sufficiency:


Terrence A. Smith
Assistant County Attorney

ASSESSOR:

PIVOTAL UTILITY HOLDINGS, INC. d/b/a
FLORIDA CITY GAS

WITNESS:



By:

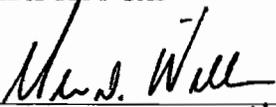

Name: MELVIN D. WILLIAMS
Its: VP/GM



EXHIBIT "A"

List of Premises

Property	Not to Exceed Cost	Address	City	State	Zip	Total Units
Annie Coleman 014	N/A	2130 NW 54 ST B	Miami	FL	33142	245
		2130 NW 54 ST A	Miami	FL	33142	
		2126 NW 54 ST B	Miami	FL	33142	
		2126 NW 54 ST A	Miami	FL	33142	
		2120 NW 54 ST B	Miami	FL	33142	
		2120 NW 54 ST A	Miami	FL	33142	
		2100 NW 54 ST D	Miami	FL	33142	
		2100 NW 54 ST C	Miami	FL	33142	
		2100 NW 54 ST A	Miami	FL	33142	
		2100 NW 54 ST B	Miami	FL	33142	
		5320 NW 21 AVE F	Miami	FL	33142	
		5320 NW 21 AVE E	Miami	FL	33142	
		5320 NW 21 AVE D	Miami	FL	33142	
		5320 NW 21 AVE C	Miami	FL	33142	
		5320 NW 21 AVE A	Miami	FL	33142	
		5320 NW 21 AVE B	Miami	FL	33142	
		5300 NW 21 AVE B	Miami	FL	33142	
		5300 NW 21 AVE A	Miami	FL	33142	
		5230 NW 21 AVE C	Miami	FL	33142	
		5230 NW 21 AVE B	Miami	FL	33142	
		5230 NW 21 AVE A	Miami	FL	33142	
		5220 NW 21 AVE F	Miami	FL	33142	
		5220 NW 21 AVE E	Miami	FL	33142	
		5220 NW 21 AVE C	Miami	FL	33142	
		5220 NW 21 AVE D	Miami	FL	33142	
		5220 NW 21 AVE B	Miami	FL	33142	
		5220 NW 21 AVE A	Miami	FL	33142	
		2101 NW 52 ST D	Miami	FL	33142	
		2101 NW 52 ST C	Miami	FL	33142	
		2101 NW 52 ST A	Miami	FL	33142	
		2101 NW 52 ST B	Miami	FL	33142	
		2135 NW 52 ST H	Miami	FL	33142	
		2135 NW 52 ST G	Miami	FL	33142	
		2135 NW 52 ST F	Miami	FL	33142	
		2135 NW 52 ST E	Miami	FL	33142	
		2135 NW 52 ST C	Miami	FL	33142	

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	2135 NW 52 ST B	Miami	FL	33142
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	2145 NW 52 ST B	Miami	FL	33142
	2145 NW 52 ST A	Miami	FL	33142
	2140 NW 53 ST K	Miami	FL	33142
	2140 NW 53 ST J	Miami	FL	33142
	2140 NW 53 ST I	Miami	FL	33142
	2140 NW 53 ST H	Miami	FL	33142
	2140 NW 53 ST F	Miami	FL	33142
	2140 NW 53 ST G	Miami	FL	33142
	2140 NW 53 ST D	Miami	FL	33142
	2140 NW 53 ST E	Miami	FL	33142
	2140 NW 53 ST C	Miami	FL	33142
	2140 NW 53 ST B	Miami	FL	33142
	2140 NW 53 ST A	Miami	FL	33142
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	2135 NW 53 ST C	Miami	FL	33142
	2135 NW 53 ST A	Miami	FL	33142
	2135 NW 53 ST B	Miami	FL	33142
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	2139 NW 53 ST D	Miami	FL	33142
	2139 NW 53 ST B	Miami	FL	33142
	2139 NW 53 ST A	Miami	FL	33142
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	5105 NW 23 AVE	Miami	FL	33142
	2285 NW 51 ST	Miami	FL	33142
	2275 NW 51 ST	Miami	FL	33142
	2265 NW 51 ST A	Miami	FL	33142
	2265 NW 51 ST C	Miami	FL	33142
	2265 NW 51 ST B	Miami	FL	33142
	2265 NW 51 ST D	Miami	FL	33142
	2265 NW 51 ST E	Miami	FL	33142
	2265 NW 51 ST F	Miami	FL	33142
	5035 NW 23 AVE	Miami	FL	33142
	5037 NW 23 AVE	Miami	FL	33142
	2280 NW 51 ST	Miami	FL	33142
	2272 NW 51 ST	Miami	FL	33142
	2270 NW 51 ST	Miami	FL	33142
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	2266 NW 51 ST D	Miami	FL	33142
	2266 NW 51 ST A	Miami	FL	33142
	2266 NW 51 ST B	Miami	FL	33142
	2285 NW 50 ST A	Miami	FL	33142
	2285 NW 50 ST B	Miami	FL	33142
	2285 NW 50 ST C	Miami	FL	33142

	2285 NW 50 ST D	Miami	FL	33142
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	2285 NW 50 ST F	Miami	FL	33142
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	2280 NW 50 ST	Miami	FL	33142
	2242 NW 50 ST	Miami	FL	33142
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Jollivette		Miami	FL	33147	88
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	2447 NW 63 ST	Miami	Fl	33147
	6321 NW 24 PL	Miami	Fl	33147
	6325 NW 24 PL	Miami	Fl	33147
	6329 NW 24 PL	Miami	Fl	33147
	6333 NW 24 PL	Miami	Fl	33147
	6337 NW 24 PL	Miami	Fl	33147
	2440 NW 64 ST	Miami	Fl	33147
	2442 NW 64 ST	Miami	Fl	33147
	2444 NW 64 ST	Miami	Fl	33147
	2446 NW 64 ST	Miami	Fl	33147
	2468 NW 64 ST	Miami	Fl	33147
	2470 NW 64 ST	Miami	Fl	33147
	2472 NW 64 ST	Miami	Fl	33147
	2474 NW 64 ST	Miami	Fl	33147
	6341 NW 25 AVE	Miami	Fl	33147
	6336 NW 24 PL	Miami	Fl	33147
	6332 NW 24 PL	Miami	Fl	33147
	6328 NW 24 PL	Miami	Fl	33147
	6324 NW 24 PL	Miami	Fl	33147
	6320 NW 24 PL	Miami	Fl	33147
	2469 NW 63 ST	Miami	Fl	33147
	2471 NW 63 ST	Miami	Fl	33147
	2473 NW 63 ST	Miami	Fl	33147
	2475 NW 63 ST	Miami	Fl	33147
	6301 NW 25 AVE	Miami	Fl	33147
	6321 NW 25 AVE	Miami	Fl	33147
	6325 NW 25 AVE	Miami	Fl	33147
	6329 NW 25 AVE	Miami	Fl	33147
	6333 NW 25 AVE	Miami	Fl	33147
	6337 NW 25 AVE	Miami	Fl	33147