

## MEMORANDUM

Agenda Item No. 8(L)(1)

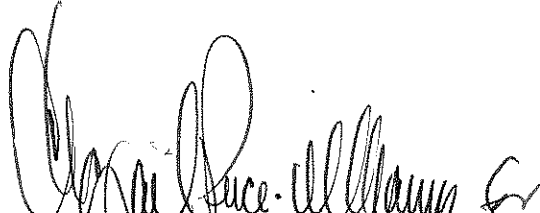
**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** November 5, 2013

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

**SUBJECT:** Resolution authorizing the approval of Subordinations of Utility interests from Florida Power and Light Company, Inc. to Miami-Dade County in connection with the construction of roadway improvements along NW 74 Street from NW 87 Avenue to SR 826  
Resolution No. R-904-13

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.  
County Attorney

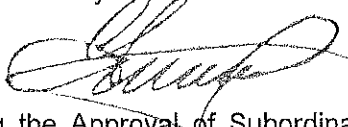
RAC/smm

# Memorandum



**Date:** November 5, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing the Approval of Subordinations of Utility Interests from Florida Power and Light Company, Inc to Miami-Dade County in Connection with the Construction of Roadway Improvements Along NW 74 Street from NW 87 Avenue to SR 826; and Authorizing the Use of Charter County Transportation Surtax Funds

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## **Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve a resolution authorizing approval of Subordinations of Utility Interests from Florida Power and Light Company, Inc (FPL) to Miami-Dade County (County) in connection with the construction of the NW 74 Street project. The Public Works and Waste Management Department (PWWM) is proposing to provide the upfront funds from proceeds collected through the Charter County Transportation Surtax (Surtax), which will later be reimbursed by the Florida Department of Transportation (FDOT) pursuant to a Local Agency Program Agreement for the construction of roadway improvements along NW 74 Street from NW 87 Avenue to SR 826.

This item may only be considered by the BCC if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this item. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this item, I will request a withdrawal of this item.

## **Scope**

The subject item is limited to five (5) parcels of land under FPL easement located in Jose "Pepe" Diaz' Commission District 12.

## **Fiscal Impact/Funding Source**

The County is fronting the necessary funds for the relocation of the FPL facilities; however, the full amount will be reimbursed by FDOT under a Local Agency Program Agreement presented for approval by the BCC under separate resolution. The County's funding, estimated at \$23,212.00, will be derived from Surtax funds. The funding index code for this project is CPEPTP61274S.


## **Track Record/Monitor**

The implementing agency is the Miami-Dade County Public Works and Waste Management Department, and the Project Manager responsible for monitoring this project is Mr. Octavio Marin, P.E.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 2

**Background**

The proposed widening from five (5) to six (6) lanes of NW 74 Street from NW 87 Ave to Palmetto Expressway (SR 826) was approved under Resolution R-531-06. The widening of the roadway creates a conflict with FPL distribution facilities which will need to be relocated. FPL holds a compensable interest since a valid easement existed prior to FDOT obtaining the right-of-way for NW 74 Street.



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Alina J. Hudak  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** November 5, 2013

**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 Mayor'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)  
11-5-13

RESOLUTION NO. R-904-13

RESOLUTION AUTHORIZING THE APPROVAL OF SUBORDINATIONS OF UTILITY INTERESTS FROM FLORIDA POWER AND LIGHT COMPANY, INC TO MIAMI-DADE COUNTY IN CONNECTION WITH THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ALONG NW 74 STREET FROM NW 87 AVENUE TO SR 826; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

**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 approves Subordinations of Utility Interests from Florida Power and Light Company, Inc to Miami-Dade County in connection with the construction of roadway improvements along NW 74 Street from NW 87 Avenue to SR 826; and authorizes the Mayor or the Mayor's designee to execute same on behalf of Miami-Dade County and to exercise all provisions contained therein; and authorizing the use of Charter County Transportation Surtax Funds.

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

	Rebeca Sosa, Chairwoman	<b>aye</b>
	Lynda Bell, Vice Chair	<b>absent</b>
Bruno A. Barreiro	<b>aye</b>	Esteban L. Bovo, Jr. <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan <b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss <b>absent</b>
Sen. Javier D. Souto	<b>absent</b>	Xavier L. Suarez <b>aye</b>
Juan C. Zapata	<b>aye</b>	

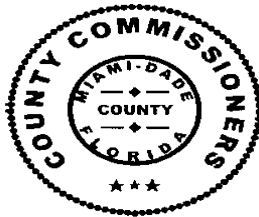
The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of November, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Debra Herman

23-UTLFPL 01/01

This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.  
District Six Chief Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172  
November 16, 2010 - NE

Parcel No. : 112.2R(03-26-2013)  
Item/Segment No.: 41473104  
Managing District : 6

### SUBORDINATION OF UTILITY INTEREST

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MIAMI-DADE COUNTY, hereinafter called County, and FLORIDA POWER AND LIGHT COMPANY, a Florida Corporation hereinafter called Utility.

#### WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to County ; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

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

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, to-wit:

PARCEL 112

FIN. No. 414731-4

A portion of Tract 17, Section 15, Township 53 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, according to the plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 15; thence North 89°37'29" East, (for a Basis of Bearings), along the north line of the Northwest One-Quarter (N.W. ¼) of said Section 15 for a distance of 1,358.32 feet; thence South 00°22'31" East at right angles to the last described course for a distance of 35.00 feet to the point of intersection of the southerly existing Right-of-Way line of N.W. 74th Street, with the easterly existing Right-of-Way line of N.W. 84th Avenue, said point also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°37'29" East along a line that is parallel with and 35 feet South of, as measured at right angles to, the North line of the Northwest One-Quarter (N.W. ¼) of said Section 15, said line being coincident with the southerly existing Right-of-Way line of N.W. 74th Street; for a distance of 502.22 feet to a point on a circular curve concave to the Southeast and having a radius of 4,999.52 feet and a tangent bearing of South 88°00'09" West; thence Southwesterly to the left along the arc of said circular curve through a central angle of 02°49'54" for an arc distance of 247.09 feet to a point of reverse curvature

of a circular curve concave to the Northwest and having a radius of 8,344.00 feet; thence Southwesterly along the arc of said circular curve through a central angle of 01°32'21" for an arc distance of 224.15 feet to a point of reverse curvature of a circular curve concave to Southeast and having a radius of 32.00 feet; thence Southwesterly along the arc of said circular curve through a central angle of 88°28'19" for an arc distance of 49.41 feet to a point of cusp with said easterly existing Right-of-Way line of N.W. 84th Avenue; thence North 01°45'43" West along the easterly existing Right-of-Way line of N.W. 84th Avenue, for a distance of 60.25 feet to the POINT OF BEGINNING.

All of the foregoing lying and being in Section 15, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida.

Containing 7,113 square feet, more or less.

Michael Bartholomew, PSM  
 Biscayne Engineering Company, Inc  
 10/16/10 MB  
 Rev. /07/19/11 MB

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	26-7-1985	Pan American Bank of Miami Shores, N. A., as Trustee of the Katherine M. Wilson Trust, dated July 13, 1973, as amended.	Florida Power and Light Company, a Florida corporation	12805-1294

PROVIDED that the utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the County's current minimum standards for such facilities as required by the County. In the event that the roadway shall ever be transferred to the State of Florida Department of Transportation (FDOT), then for these purposes, the FDOT Utility Accommodation Manual in effect at the time the assignment of this instrument is executed shall forthwith apply. Any new construction or relocation of facilities within the lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements. The County has entered or will be entering into a Local Agency Program Agreement (LAP) with FDOT. Stipulated on this LAP the FDOT will reimburse the County for costs as indicated on this paragraph.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the County's facilities.
4. Subject to the provisions of paragraph one above, the Utility agrees to repair any damages to County facilities resulting from the act or omission of the Utility.



5. In the event of a roadway transfer which includes the easement area described herein, the County may assign its rights and obligations hereunder to the governmental entity that will accept jurisdiction of the road.

IN WITNESS WHEREOF, the County hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

MIAMI-DADE COUNTY

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Legal Sufficiency  
By: \_\_\_\_\_  
Title: Assistant County Attorney

ATTEST: HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County,, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type, print or stamp name under signature)  
Title or Rank and Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

FLORIDA POWER & LIGHT COMPANY, a Florida corporation  
P.O. BOX 1400  
JUNO BEACH FL 33408-0420

Michelle M. Kahmann

Print Name: Michelle M. Kahmann

By: Ignacio B. Sarmiento

Print Name: IGNACIO B. SARMIENTO  
Its AREA CORPORATE REAL ESTATE MANAGER

Marta Hull

Print Name: Marta Hull

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2013, by Ignacio B. Sarmiento, Area Corporate Real Estate Manager of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Michelle M. Kahmann

Print Name: Michelle M. Kahmann  
Notary Public in and for the  
County and State last aforesaid,  
My Commission Expires: \_\_\_\_\_  
Serial No. if any: \_\_\_\_\_



23-UTLFPL 01/01

This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.  
District Six Chief Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172  
November 23, 2010 - NE

Parcel No. : 116.4R(12-06-2011)  
Item/Segment No.: 4147314  
Managing District : 6

### SUBORDINATION OF UTILITY INTEREST

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MIAMI-DADE COUNTY, hereinafter called County, and FLORIDA POWER AND LIGHT COMPANY, a Florida Corporation hereinafter called Utility.

### WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to County; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

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

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, to-wit:

PARCEL 116

FIN. No. 414731-4

A portion of the Southwest One-Quarter of Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 10; thence North 89°37'29" East, (for a Basis of Bearings), along the south line of the Southwest One-Quarter (S.W. ¼) of said Section 10 for a distance of 1,314.36 feet; thence North 00°22'31" West at right angles to the last described course for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°37'29" East along the northerly existing Right-of-Way line of N.W. 74th Street as described in Right-of-Way Deed to Miami-Dade County recorded in Official Record Book 16818 at Page 1973 of the Public Records of Miami-Dade County, Florida, for a distance of 407.24 feet; thence North 01°46'20" West along the East boundary of lands described in Special Warranty Deed recorded in Official Records Book 16990 at page 1195 of the Public Records of Miami-Dade County, Florida, for a distance of 19.77 feet to a point on a circular curve concave to the southeast and having a radius of 5,100.02 feet and a tangent bearing of North 86°28'00" East; thence southwesterly along the arc of said circular curve through a central angle of 00°43'17" for an arc distance of 64.22 feet to the point of reverse curvature of a circular curve concave to the northwest and having a radius of 7,948.75 feet; thence southwesterly along the arc of said circular curve through a central angle of 02°28'22" for an arc distance of 343.06 feet to a point of non-

tangency with the northerly existing Right-of-Way line of said N.W. 74th Street, said point also being the POINT OF BEGINNING.

All of the foregoing lying and being in Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida.

Containing 3,436 square feet, more or less.

Michael Bartholomew, PSM  
Biscayne Engineering Company, Inc  
10/16/10 MB

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	02-21-1996	74 <sup>th</sup> Street Warehouse Associates, a Florida Joint Venture	Florida Power and Light Company, a Florida corporation	17136-3033

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the the County's current minimum standards for such facilities as required by the - County. In the event that the roadway shall ever be transferred to the State of Florida Department of Transportation (FDOT), then for these purposes, the FDOT Utility Accommodation Manual in effect at the time the assignment of this instrument is executed shall forthwith apply. Any new construction or relocation of facilities within the lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements. The County has entered or will be entering into a Local Agency Program Agreement (LAP) with FDOT. Stipulated on this LAP the FDOT will reimburse the County for costs as indicated on this paragraph.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the County's facilities.
4. Subject to the provisions of paragraph one above, the Utility agrees to repair any damages County facilities resulting from the act or omission of the Utility.
5. In the event of a roadway transfer which includes the easement area described herein, this instrument, the County may assign its rights and obligations hereunder to the governmental entity that will accept jurisdiction of the road.

IN WITNESS WHEREOF, the County hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

MIAMI-DADE COUNTY

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Legal Sufficiency  
By: \_\_\_\_\_  
Title: Assistant County Attorney

ATTEST: HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County,, who is personally known to me or  
who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type, print or stamp name under signature)  
Title or Rank and Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, 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

Angel Vargas  
Signature:  
Print Name: ANGEL VARGAS

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

LEONOR E. VAQUERO  
Signature:  
Print Name: LEONOR E. VAQUERO

(Corporate Seal)

STATE OF FLORIDA  
AND COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2013, 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.

Marcia del Toro  
Notary Public, State of Florida

My Commission Expires



23-UTLFPL 01/01

This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.  
District Six Chief Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172  
May 8, 2012 - NE

Parcel No. : 116.6R(03-26-2013)  
Item/Segment No.: 4147314  
Managing District : 6

### SUBORDINATION OF UTILITY INTEREST

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WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to County ; and

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PARCEL 116

FIN. No. 414731-4

A portion of the Southwest One-Quarter of Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida, being more particularly described as follows:

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343.06 feet to a point of non-tangency with the northerly existing Right-of-Way line of said N.W. 74th Street, said point also being the POINT OF BEGINNING.

All of the foregoing lying and being in Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida.

Containing 3,436 square feet, more or less.

Michael Bartholomew, PSM  
Biscayne Engineering Company, Inc  
10/16/10 MB

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	7-12-1996	James Hinds	Florida Power and Light Company, a Florida corporation	17282-1747

PROVIDED that the utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the County's current minimum standards for such facilities as required by the County. In the event that the roadway shall ever be transferred to the State of Florida Department of Transportation (FDOT), then for these purposes, the FDOT Utility Accommodation Manual in effect at the time the assignment of this instrument is executed shall forthwith apply. Any new construction or relocation of facilities within the lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements. The County has entered or will be entering into a Local Agency Program Agreement (LAP) with FDOT. Stipulated on this LAP the FDOT will reimburse the County for costs as indicated on this paragraph.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions; with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the County's facilities.
4. Subject to the provisions of paragraph one above, the Utility agrees to repair any damages to County facilities resulting from the act or omission of the Utility.
5. In the event of a roadway transfer which includes the easement area described herein, the County may assign its rights and obligations hereunder to the governmental entity that will accept jurisdiction of the road.



IN WITNESS WHEREOF, the County hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

MIAMI-DADE COUNTY

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Legal Sufficiency  
By: \_\_\_\_\_  
Title: Assistant County Attorney

ATTEST: HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County,, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type, print or stamp name under signature)  
Title or Rank and Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation  
P.O. BOX 1400  
JUNO BEACH FL 33408-0420

Michelle M. Kahmann

Print Name: Michelle M. Kahmann

By: Ignacio B. Sarmiento

Print Name: IGNACIO B. SARMIENTO  
Its AREA CORPORATE REAL ESTATE MANAGER

Marta Hull

Print Name: Marta Hull

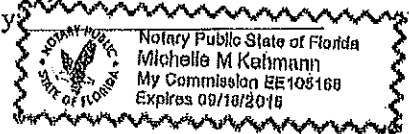
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2013, by Ignacio B. Sarmiento, Area Corporate Real Estate Manager of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Michelle M. Kahmann  
Print Name: Michelle M. Kahmann  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_



23-UTL.FPL 01/01

This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.

District Six Chief Counsel  
State of Florida

Department of Transportation

1000 N.W. 111<sup>th</sup> Avenue

Miami, Florida 33172

November 29, 2010 - NE

Parcel No. : 121,2R(03-26-2013)

Item/Segment No.: 4147314

Managing District : 6

### SUBORDINATION OF UTILITY INTEREST

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MIAMI-DADE COUNTY, hereinafter called County, and FLORIDA POWER AND LIGHT COMPANY, a Florida Corporation hereinafter called Utility.

#### WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to County; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

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

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, to-wit:

PARCEL 121

FIN. No. 4147314

A portion of Lots 19 and 23, Block 1, LAKEVIEW COMMERCE PARK, according to the plat thereof as recorded in Plat Book 143 at Page 88, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 10, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 89°37'29" East, (for a Basis Bearing), along the South line of the Southwest One-Quarter (S.W. ¼) of said Section 10 for a distance of 2,644.92 feet to the Southeast corner of the Southwest One-Quarter of said Section 10; thence North 89°37'30" East along the South line of the Southeast One-Quarter (S.E. ¼) of said Section 10 for a distance of 1,321.38 feet; thence North 00°22'30" West at right angles to last described course for a distance of 40.00 feet to the Southwest corner of said Lot 19, Block 1, said point also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°37'30" East along the southerly line of said Lot 19, Block 1, for a distance of 164.97 feet to a point on a circular curve concave to the northwest and having a radius of 18.66 feet; thence easterly, northerly and northwesterly along the arc of said circular curve through a central angle of 91°24'03" for an arc distance of 29.77 feet to a point of tangency; thence North 01°46'33" West along the East boundary of Lot 19, Block 1 for a distance of 4.33 feet to a point on a circular curve concave to the northwest and having a radius of 32.00 feet and a tangent bearing of South 75°45'44" West; thence westerly along the arc of said circular curve through a central angle of 13°51'46" for an arc distance of 7.74 feet to a Reference Point "A"; thence South 89°37'30" West for a distance of 150.67 feet; thence North 89°06'53" West for a distance of 436.54 feet to a point of curvature of a circular curve concave

1 of 4

to the northeast and having a radius of 32.00 feet; thence westerly and northwesterly along the arc of said circular curve through a central angle of 87°19'31" for an arc distance of 48.77 feet to a point of cusp with the West boundary of said Lot 23, Block 1; thence South 01°47'22" East along the West boundary of said Lot 23, Block 1, for a distance of 33.94 feet to a point of curvature of a circular curve concave to the northeast and having a radius of 25.00 feet; thence southeasterly and easterly along the arc of said circular curve through a central angle of 88°35'08" for an arc distance of 38.65 feet to a point of tangency; thence along the boundary of Lot 23, Block 1, for the following three (3) courses: (1) thence North 89°37'30" East for a distance of 294.74 feet; (2) thence South 00°22'30" East a distance of 5.00 feet; (3) thence North 89°37'30" East for a distance of 121.97 feet to the POINT OF BEGINNING.

Together with all rights of vehicular access across the following described line:

COMMENCE at the aforementioned Reference Point "A"; thence South 89°37'30" West for a distance of 10.88 feet to the POINT OF BEGINNING of said line; thence continue South 89°37'30" West for a distance of 139.79 feet; thence North 89°06'53" West for a distance of 436.54 feet to the POINT OF TERMINATION of said line.

All of the foregoing lying and being in Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida.

Containing 14,865 square feet, more or less.

Michael Bartholomew, PSM  
 Biscayne Engineering Company, Inc  
 10/16/10 MB - Rev. DD/CK/09/26/2011  
 01/06/12 MB - Rev. DD/CK/05/17/2012

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	6-13-1962	Seminole Rock Products, Inc., a Florida corporation	Florida Power and Light Company, a Florida corporation	2364-280

PROVIDED that the utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the County's current minimum standards for such facilities as required by the County. In the event that the roadway shall ever be transferred to the State of Florida Department of Transportation (FDOT), then for these purposes, the FDOT Utility Accommodation Manual in effect at the time the assignment of this instrument is executed shall forthwith apply. Any new construction or relocation of facilities within the lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements. The County has entered or will be entering into a Local Agency Program Agreement (LAP) with FDOT. Stipulated on this LAP the FDOT will reimburse the County for costs as indicated on this paragraph.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the County's facilities.
4. Subject to the provisions of paragraph one above, the Utility agrees to repair any damages to County facilities resulting from the act or omission of the Utility.
5. In the event of a roadway transfer which includes the easement area described herein, the County may assign its rights and obligations hereunder to the governmental entity that will accept jurisdiction of the road.

IN WITNESS WHEREOF, the County hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

MIAMI-DADE COUNTY

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Legal Sufficiency  
By: \_\_\_\_\_  
Title: Assistant County Attorney

ATTEST: HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County,, who is personally known to me or who has produced \_\_\_\_\_ as identification,

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type, print or stamp name under signature)  
Title or Rank and Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation  
P.O. BOX 1400  
JUNO BEACH FL 33408-0420

[Signature]  
Print Name: Maria Abram

By: [Signature]  
Print Name: IGNACIO B. SARMIENTO  
Its AREA CORPORATE REAL ESTATE MANAGER

[Signature]  
Print Name: Miriam C. Garcia

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2013, by Ignacio B. Sarmiento, Area Corporate Real Estate Manager of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_



23-UTLFPL 01/01

This Instrument prepared by,  
or under the direction of,  
Alfela Trujillo, Esq.  
District Six Chief Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172  
May 8, 2012 - NE

Parcel No. : 116.5R(03-26-2013)  
Item/Segment No.: 4147314  
Managing District : 6

### SUBORDINATION OF UTILITY INTEREST

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MIAMI-DADE COUNTY, hereinafter called County, and FLORIDA POWER AND LIGHT COMPANY, a Florida Corporation hereinafter called Utility.

### WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to County ; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

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

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, to-wit:

PARCEL 116

FIN. No. 414731-4

A portion of the Southwest One-Quarter of Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 10; thence North 89°37'29" East, (for a Basis of Bearings), along the south line of the Southwest One-Quarter (S.W. ¼) of said Section 10 for a distance of 1,314.36 feet; thence North 00°22'31" West at right angles to the last described course for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°37'29" East along the northerly existing Right-of-Way line of N.W. 74th Street as described in Right-of-Way Deed to Miami-Dade County recorded in Official Record Book 16818 at Page 1973 of the Public Records of Miami-Dade County, Florida, for a distance of 407.24 feet; thence North 01°46'20" West along the East boundary of lands described in Special Warranty Deed recorded in Official Records Book 16990 at page 1195 of the Public Records of Miami-Dade County, Florida, for a distance of 19.77 feet to a point on a circular curve concave to the southeast and having a radius of 5,100.02 feet and a tangent bearing of North 86°28'00" East; thence southwesterly along the arc of said circular curve through a central angle of 00°43'17" for an arc distance of 64.22 feet to the point of reverse curvature of a circular curve concave to the northwest and having a radius of 7,948.75 feet; thence southwesterly along the arc of said circular curve through a central angle of 02°28'22" for an arc distance of

343.06 feet to a point of non-tangency with the northerly existing Right-of-Way line of said N.W. 74th Street, said point also being the POINT OF BEGINNING.

All of the foregoing lying and being in Section 10, Township 53 South, Range 40 East, Town of Medley, Miami-Dade County, Florida.

Containing 3,436 square feet, more or less.

Michael Bartholomew, PSM  
Biscayne Engineering Company, Inc  
10/16/10 MB

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	7-12-1996	James Hinds	Florida Power and Light Company, a Florida corporation	17282-1745

PROVIDED that the utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the County's current minimum standards for such facilities as required by the County. In the event that the roadway shall ever be transferred to the State of Florida Department of Transportation (FDOT), then for these purposes, the FDOT Utility Accommodation Manual in effect at the time the assignment of this instrument is executed shall forthwith apply. Any new construction or relocation of facilities within the lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements. The County has entered or will be entering into a Local Agency Program Agreement (LAP) with FDOT. Stipulated on this LAP the FDOT will reimburse the County for costs as indicated on this paragraph.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the County's facilities.
4. Subject to the provisions of paragraph one above, the Utility agrees to repair any damages to County facilities resulting from the act or omission of the Utility.
5. In the event of a roadway transfer which includes the easement area described herein, the County may assign its rights and obligations hereunder to the governmental entity that will accept jurisdiction of the road.



IN WITNESS WHEREOF, the County hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

MIAMI-DADE COUNTY

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Legal Sufficiency  
By: \_\_\_\_\_  
Title: Assistant County Attorney

ATTEST: HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County,, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Type, print or stamp name under signature)  
Title or Rank and Serial No., if any: \_\_\_\_\_

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

FLORIDA POWER & LIGHT COMPANY, a Florida corporation  
P.O. BOX 1400  
JUNO BEACH FL 33408-0420

Michelle M. Kahmann

Print Name: Michelle M. Kahmann

By: Ignacio B. Sarmiento

Print Name: IGNACIO B. SARMIENTO  
Its AREA CORPORATE REAL ESTATE MANAGER

Marta Hull

Print Name: Marta Hull

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

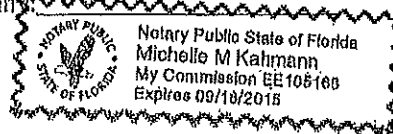
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2013, by Ignacio B. Sarmiento, Area Corporate Real Estate Manager of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Michelle M. Kahmann  
Print Name: Michelle M. Kahmann

Notary Public in and for the County and State last aforesaid.

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_





Memorandum



**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Charles Scurr, Executive Director *Charles Scurr*

**Date:** October 17, 2013

**Re:** **CITT AGENDA ITEM 5B:**  
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE APPROVAL OF SUBORDINATIONS OF UTILITY INTERESTS FROM FLORIDA POWER AND LIGHT COMPANY, INC. TO MIAMI-DADE COUNTY IN CONNECTION WITH THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ALONG NW 74 STREET FROM NW 87 AVENUE TO SR 826; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS (PWWM – BCC Legislative File No. 131860)

On October 17, 2013, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 13-044. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye  
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Absent  
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye  
Alfred J. Holzman – Aye  
Jonathan Martinez – Aye  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Absent

Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Alicia Menardy, Esq. – Aye  
Hon. James A. Reeder – Absent  
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/County Manager  
Bruce Libhaber, Assistant County Attorney