

Memorandum



Date: October 1, 2024

Agenda Item No. 8(N)(1)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-860-24

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept a Contingent Counteroffer and Enter into a Contract for Sale and Purchase with Florida Power and Light (FPL) for the Acquisition of Parcel 16 and Granting FPL a Utility Easement Over the Property Acquired, Subject to FPLs' Subordination of Such Easement to the County and Waiving the Provisions of Resolution R-130-06

Executive Summary

The purpose of this item is for the Board of County Commissioners (the "Board") to grant approval for the County to accept a contingent counteroffer, execute an easement in favor of seller (FPL), and to accept a subordination of easement for necessary right-of-way for project entitled Roadway Improvements to SW 157 Avenue between SW 26 Street and SW 8th Street.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's designee to approve the attached resolution authorizing the County Mayor or the County Mayor's designee to accept a special warranty deed from Florida Power and Light (FPL) for the acquisition of property described in Exhibit A to Contract for Sale and Purchase attached to this memorandum as Exhibit 1, as part of the SW 157 Avenue roadway project from SW 26 Street to SW 8 Street, known as Parcel 16, located at the SW corner of the intersection of SW 157 Avenue with SW 18 Street, granting FPL a utility easement at no additional cost for maintenance of existing power lines and other infrastructure, and accepting a subordination of such utility easement to the County for roadway purposes substantially in the form as identified in Exhibits B, D and E of the Contract for Sale and Purchase, and waive the provisions of Resolution No. R-130-06.

Scope

The impact of this project is Countywide; however, it is located within Commission District 11, represented by Commissioner Roberto J. Gonzalez.

Fiscal Impact/ Funding Source

This right-of-way parcel is being acquired for \$56,350.00, which includes the cost of installing an access drive with grading onto FPL's property. The funding is sourced from Road Impact Fees (RIF 4) Project No. 3005165 programmed within the Adopted FY 2023-2024 Budget.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this item, and the person responsible for monitoring is Javier Bustamante, Assistant Director, Transit Project Management and Support Services.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, the item delegates authority to the County Mayor or County Mayor's designee to execute the Contract for Sale and Purchase, accept the conveyance of the property by Special Warranty Deed, convey a utility easement to FPL, and execute a subordination agreement, exercise all provisions and to take any actions necessary to effectuate same.

Background

Pursuant to Resolution No. R-988-20, the Board authorized the acquisition in fee simple of the property known as Parcel 16 from FPL. However, Parcel 16 is located underneath the utility company's power transmission lines. Accordingly, although FPL has agreed to sell the property for the value approved in the original authorizing resolution, it has requested that the County grant FPL a utility easement at no additional cost over the property acquired so as not to impact their operations or cause additional damages. Such an easement is not inconsistent with the County's proposed use for the roadway project and accordingly, FPL will simultaneously provide the County with a subordination of such easement. The County has agreed to provide FPL with an access point from SW 157 Avenue through a portion of Parcel 16 with grading to tie into FPL's current patrol road which runs parallel and west of SW 157 Avenue, substantially in the form attached as Exhibit F, to Contract for Sale and Purchase. Additionally, FPL has stated they will only sell the property by special warranty deed. While there is inherent risk in accepting a special warranty deed, DTPW has performed the title work and has confirmed that the chain of title is clear, and that title is marketable and unencumbered. The special warranty deed, utility easement, and the subordination of utility easement will be substantially in the form of Exhibits B, D and E, to the Contract for Sale and Purchase attached to this memorandum as Exhibit 1. A waiver of Resolution R-130-06 is requested as FPL must present a fully executed contract for sale and purchase to their Board of Directors for final approval, and the counteroffer is contingent upon such approval. In order to expedite the acquisition process, avoid substantial costs of condemnation proceedings, and mitigate potential damages, it is in the best interest of the County to accept the contingent counteroffer, granting FPL a utility easement that will be subordinated to the County.



Jimmy Morales
Chief Operations Officer

EXHIBIT 1

Project Name: SW 157 Ave, From SW 26 St to SW 8 St

Project No: 20180026

Parcel 16

A Portion of Folio No. 30-4908-001-0010

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") in lieu of condemnation proceedings is made and entered into as of the ____ day of _____, 2024, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Buyer"), whose post office address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Seller"), whose post office address is 700 Universe Boulevard, Juno Beach, Florida 33408.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property upon the terms and conditions hereinafter set forth:

1. REALTY. Seller agrees to sell to Buyer for Buyer to construct road improvements to SW 157 Avenue from SW 26 Street to SW 8 Street, that certain real property comprising of approximately 19,512 square feet of land more particularly described in attached Exhibit A ("Property"). Buyer and Seller agree that the transaction contemplated herein is one "in gross" and not "per acre" or "per square foot", and any deficiency or surplus which may be determined to exist in regard to the quantity of the Property described herein shall not affect the Purchase Price (as defined below) set forth in this Contract. This purchase is in fee simple, as though encumbered by a utility easement, as requested in Paragraph 27 and is subject to approval by the Board of County Commission (BCC).

2. PURCHASE PRICE. Buyer agrees to pay Seller the total purchase price for the Property, plus or minus prorations and subject to adjustments as are hereinafter provided, the sum of Fifty-Six Thousand Three Hundred Fifty Dollars (\$56,350.00) ("Purchase Price"). The Purchase Price is comprised as follows: (i) Forty-Nine Thousand Dollars (\$49,000.00) for the Property; and (ii) Seven Thousand Three Hundred Fifty Dollars (\$7,350.00) as an incentive payment, to be paid at Closing (as defined hereafter) by Buyer or its designee, to Seller by wire transfer or check of U.S. funds. The Purchase Price shall be payable at Closing (as defined below).

3. INTEREST CONVEYED. Seller is the owner of fee simple title to the Property and agrees to convey insurable title by special warranty deed in the form of Exhibit B attached hereto and by this reference made a part hereof to Buyer at Closing. Buyer understands and agrees that the following provisions will be included and made a part of Seller's conveyance by special warranty deed of the Property: BY ACCEPTANCE HEREOF, BUYER ACKNOWLEDGES THAT THE PROPERTY IS ADJACENT TO REAL AND PERSONAL PROPERTY OWNED BY SELLER AND USED BY IT AS A PUBLIC UTILITY CORPORATION OF THE STATE OF FLORIDA, AND BUYER ACCEPTS THE CONVEYANCE OF THE PROPERTY WITH THIS FULL KNOWLEDGE AND SUBJECT TO THE USE OF SELLER'S ADJACENT LAND

AND PERSONAL PROPERTY FOR SUCH PURPOSES OR ANY OTHER LEGALLY AUTHORIZED USE.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes, by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector upon Closing. At least five (5) business days prior to Closing, Buyer, at Buyer's sole cost and expense, shall obtain Seller's prorated real property taxes for the Property for the year of Closing and the amount of any outstanding real property taxes due on the Property.

5. TITLE INSURANCE. Buyer may, at Buyer's sole cost and expense, within fifteen (15) business days of the Effective Date of this Contract, obtain a title insurance commitment from DPW Law Firm, 3507 Kyoto Gardens Drive, Suite 205, Palm Beach Gardens, Florida 33410 ("Title Agent"), and Buyer may at Buyer's sole cost and expense obtain an owner's title insurance policy from Title Agent in the amount of the Purchase Price. Said policy shall show insurable title to the Property in the name of Seller. In addition, if Buyer elects to obtain an owner's title insurance policy, the policy shall insure title to the Property for the period between Closing and recording of the special warranty deed. In connection therewith, Seller shall deliver at Closing the affidavit in the form attached hereto as Exhibit C and by this reference made a part hereof. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title commitment and report defects, if any, in writing to Seller. If Buyer fails to so notify Seller prior to the expiration of the said ten (10) business days' time period, Buyer shall be deemed to have accepted title to the Property in its existing condition. If Buyer timely delivers the title defect notice to Seller, then Seller shall, within five (5) business days, notify Buyer of any title defects which Seller intends to cure and those that it is unable or unwilling to cure, it being understood that Seller has no obligation to do so as provided in the following paragraph. In the event that Seller fails to notify Buyer, in writing, of Seller's intention to cure any title defects, Seller shall be deemed to have elected not to cure such title defects.

Notwithstanding any provision contained in this Contract to the contrary, expressed or implied, Seller shall have no obligation whatsoever to correct any title defect of any kind (except such title defects as may be created by Seller subsequent to the Effective Date of this Contract) or any liens affecting the Property unless Seller elects to do so, nor shall Buyer be entitled to any reduction in Purchase Price or set off against the Purchase Price by reason of same. If any title defect is disclosed by Buyer to Seller as provided above, and if Seller elects not to correct such title defect, then Buyer shall have the option, as its sole remedy, of (i) accepting the title as it then is; or (ii) terminating this Contract, whereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Contract, except for those that may expressly survive the termination of this Contract. As to those title defects agreed to be cured by Seller in writing, curing such title defects shall be a condition precedent to Buyer's obligation to close and shall be cured and removed by Seller on or before Closing, provided that Seller shall have the right to extend the Closing for an additional thirty (30) days as to such matters. If Seller fails to remove, discharge or correct the agreed title defects as of the Closing Date (subject to the thirty (30) day extension), then Buyer, at its option, as its sole remedy, may either (x) accept the title as it then is; or (y) terminate this Contract, whereupon Buyer and Seller shall be released, as to one another, of all further

obligations under this Contract, except for those that may expressly survive the termination of this Contract.

6. ENVIRONMENTAL CONDITIONS; INSPECTION PERIOD. Buyer shall have thirty (30) days from the Effective Date in which to conduct, at Buyer's sole cost and expense, such investigations with respect to the Property that Buyer deems necessary and appropriate in order to determine, in Buyer's exclusive business judgment, whether or not the Property meets Buyer's requirements. When such inspections have been completed, Buyer will restore the Property to substantially the same condition as existed before such entry.

Subject to the limitations included in Section 768.28, Florida Statutes, if applicable, Buyer agrees to indemnify and save and hold Seller harmless from and against any loss, damage, liability, claim or obligation of any kind or nature whatsoever which Seller may incur or which may be asserted against the Property or Seller as a result of Buyer's activities upon or relating to the Property during such inspections. This indemnification obligation shall survive the Closing or earlier termination of this Contract. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, if applicable, the Buyer is a governmental entity that acknowledges itself to be self-insured for General Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature. Buyer has instituted and shall maintain a fiscally sound and prudent risk management program with regards to its obligations under this Agreement in accordance with the provisions of Section 768.28 Florida Statutes, if applicable. Buyer shall provide Seller with a letter of self-insurance, reasonably acceptable to Seller, prior to entry upon the Property.

Buyer shall (i) comply with all laws applicable to its investigation of the Property and all other activities undertaken in connection therewith; (ii) permit Seller to have representatives present during any investigation undertaken hereunder; and (iii) take all actions and implement all protections necessary to ensure that all actions taken in connection with the investigation, and the equipment, materials and substances generated, used or brought on the Property pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons.

Notwithstanding the foregoing, Buyer may, at its own cost and expense and at least 30 days prior to the date of Closing, obtain a "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Department of Regulatory and Economic Resources ("RER"). If major environmental problems are found on the Property, Buyer may elect not to go through with the purchase and this Contract will become null and void. Seller hereby authorizes Buyer to conduct any test required or recommended by RER to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction during the thirty (30) day inspection period. If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, Buyer may elect not to close and

this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution.

7. TENANCIES. Other than the following license agreements (i) License Agreement between Seller, as licensor, and New Cingular Wireless Services, Inc., as licensee, dated March 19, 2010, (ii) License Agreement between Seller, as licensor, and Verizon Wireless Personal Communications LP, as licensee, dated December 17, 2015, as amended, and (iii) License Agreement between Seller, as licensor, and T-Mobile South LLC, as licensee, dated December 30, 2014, as amended (collectively, the "License Agreements"), no other person other than the licensees under the License Agreements (collectively, the "Licensees") is occupying the Property, that there is no other parties in possession of the Property and that there are no other agreements affecting possession, use or occupancy of the Property.

8. LIENS. Seller shall pay all assessments and liens for public improvements against the Property, if any, which are, as of the date of Closing, certified liens. Buyer shall assume and pay all assessments and liens, if any, for public improvements which become certified subsequent to the date of Closing.

9. CLOSING. The closing of this transaction shall be completed upon the later of (i) within 180 days of the Effective Date, or within 120 days of final approval by Seller's Board of Directors, whichever is later ("Closing" or "Closing Date"), unless otherwise extended as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date of Closing shall be set by Buyer. The precise time and place of Closing shall be determined by Seller and Seller shall have the right to effect the Closing via a "mail away" closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Title Agent).

Upon written notice to Buyer delivered prior to the Closing Date, Seller may extend the Closing Date for up to fourteen (14) business days ("Closing Extension Date") to secure the partial release of the Mortgage and Deed of Trust with Deutsche Bank Trust Company Americas, which encumbers the Property ("Mortgage"). If Seller is unable to secure the partial release of the Mortgage prior to the expiration of the Closing Extension Date, Buyer has the option to either (i) further extend the Closing Date as needed for Seller to secure the partial release of the Mortgage, or (ii) cancel this Contract upon delivering written notice to Seller, whereupon the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Contract.

10. TIME. Time is of the essence in this Contract. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Contract, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

11. BROKER FEES. The parties hereby each represent and warrant to the other that no broker or finder has been engaged by it in connection with this transaction. In the event any claim for any brokerage commission or fee is asserted against Seller or Buyer in connection with this transaction from anyone, the party at fault shall indemnify, save harmless and defend the other party from and against such claim (including reasonable attorney, paralegal and expert fees and

disbursements in all proceedings and at all levels of proceedings). This section shall survive Closing or termination of this Contract.

12. ATTORNEYS FEES. In the event either party hereto shall default in the performance of any of the terms and conditions of this Contract, each party shall bear its own fees and costs incurred in enforcement. This section shall survive Closing or termination of this Contract.

13. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for paying documentary stamps (and any surtax) which are required to be affixed to the special warranty deed, the cost of recording the special warranty deed and any additional documents to be recorded at Closing (including, but not limited to, the easement and consent referenced in Section 27 below) (except for any corrective instruments), the cost of an owner's title insurance policy, including all abstracts and related costs, the cost of any survey obtained by Buyer, and all expenses and charges in connection with Buyer's inspections of the Property shall be paid by Buyer. Seller shall pay for the recording of any corrective instruments.

14. SALE IN LIEU OF CONDEMNATION. This is a sale in lieu of eminent domain condemnation litigation.

15. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

16. POSSESSION. Seller shall deliver possession of the Property to Buyer at Closing.

17. DEFAULT.

17.1 REMEDIES ON DEFAULT OF BUYER. In the event Buyer is in default under or in breach of any of its terms, covenants, conditions, warranties, representations or obligations hereunder, then at the option of Seller, Seller shall be entitled to pursue all available remedies at law and/or equity.

17.2 REMEDIES ON DEFAULT OF SELLER. In the event Seller refuses or fails to convey the Property to Buyer in violation of Seller's obligations hereunder for any reason other than a default by Buyer under this Contract, or shall otherwise be in default of its obligations hereunder, then Buyer may, at its option and as its sole and exclusive remedy, terminate this Contract. The foregoing shall be the sole and exclusive remedy available to Buyer. In no event shall any member, officer, director, agent or employee of Seller or its partners be personally liable for any of Seller's obligations under this Contract or the documents to be delivered at the Closing. Without limiting the generality of the foregoing, for all purposes hereof, Buyer waives its right to seek, plead or obtain any judgment for any remedies or damages not specifically contained herein, including, without limitation, consequential, compensatory, punitive, or any other damages. The foregoing shall be Buyer's sole and exclusive remedies in the event of a default by Seller prior to Closing, provided, however, that in the event that Seller commits a fraudulent act or transfers the Property to a third party in contravention of this Contract, in addition to the foregoing remedies, Buyer shall be entitled to pursue all available remedies at law and/or equity.

18. SURVEY. Buyer, within thirty (30) days of the Effective Date of this Contract, at its sole cost and expense, may obtain a Survey for the Property. In the event Buyer elects to obtain

a survey of the Property, Buyer shall provide Seller with a copy of a final survey of the Property. The final survey shall include the easement referenced in Section 27 below.

19. REPRESENTATIONS. By its execution hereof, Buyer understands and agrees that Seller has made no representations or warranties as to the quantity, quality or condition of the Property described herein, the suitability of the zoning thereof, or the availability of permits relating thereto and Buyer acknowledges that Buyer has fully examined said Property prior to the date hereof and that Buyer will not be relying upon any representation or inducement that may have been made by Seller or Seller's representatives, agents or employees with respect to the quantity, quality or with respect to the present or future condition, environmental or otherwise, zoning or permitting of said Property.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY BUYER) WITH RESPECT TO THE PROPERTY OR THE PROPERTY'S CONDITION OR THE CONSTRUCTION, PROSPECTS, OPERATIONS OR RESULTS OF OPERATIONS OF THE PROPERTY.

20. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

21. RIGHT TO ENTER PROPERTY. Seller hereby grants Buyer and Buyer's engineers, consultants, architects, agents and designees, the right to go upon the Property for the purposes of conducting such surveys, inspections, tests, soil borings and other investigatory activities with respect to the Property, as may be reasonable and appropriate in order for Buyer to make its determination of whether or not it elects to proceed to Closing.

22. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

23. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

24. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

25. EFFECTIVENESS.



☐ The purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County and includes the 15% incentive offer approved by the BCC. The Effective Date of this Contract is the date the County Mayor or the County Mayor's designee signs this contract.

☐ The purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County, the effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) The County Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) if vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver Seller an executed Contract within ten (10) days of the Effective Date.

26. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Raul O. Ballina
Miami-Dade County
Public Works Department
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128

as to Seller: Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408
Attn: Corporate Real Estate

With a copy to Florida Power & Light Company
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408
Attn: Seth S. Sheitelman
E-mail: seth.sheitelman@fpl.com

27. EASEMENT. At Closing, Buyer shall execute and deliver to Seller a utility easement over the entire Property for the operation of Seller's facilities in the form of Exhibit D, attached hereto and by this reference made a part hereof ("FPL Easement").

28. GOVERNING LAW. This Contract shall be interpreted and enforced in accordance with the laws of the State of Florida.

29. JURISDICTION; JURY TRIAL WAIVER. ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS CONTRACT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY IN THE FEDERAL OR STATE COURTS IN MIAMI-DADE COUNTY, FLORIDA; AND EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION TO THE VENUE AND JURISDICTION OF SUCH COURTS. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BUYER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO SELLER IN ENTERING INTO THIS CONTRACT AND THAT BUYER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

30. COUNTERPARTS. This Contract may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

31. ADVICE OF COUNSEL. Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Contract.

32. EXECUTIVE MANAGEMENT/BOARD OF DIRECTORS' APPROVAL. Buyer understands and agrees that, while this Contract bears the execution of Seller, final approval of the transaction contemplated herein rests with Seller's Executive Management and/or Board of Directors. Buyer further understands and agrees that upon notification by Seller that this Contract has not been approved by Seller's Executive Management and/or Board of Directors, this Contract shall be deemed immediately cancelled and of no further force and effect and without Seller being obligated for any loss or damage to Buyer whatsoever. Without limiting the generality of the foregoing, Buyer expressly understands and agrees that this Contract may be disapproved by Executive Management and cancelled as provided above without this Contract being submitted to Seller's Board of Directors. For purposes of this clause, the term "Executive Management" shall mean the Vice President or other officer of Seller who is directly responsible to the President of Seller for the management of Seller's real estate assets. In the event Seller's Executive Management and/or Board of Directors disapprove this Contract and the transaction contemplated herein, this Contract shall be deemed terminated, whereupon the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Contract.

33. CONSTRUCTION. This Contract shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially in the negotiation and preparation of this Contract, and that the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits, schedules, addendums or amendments hereto.

34. SEVERABILITY. In the event any term or provision of this Contract is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.

35. INTENTIONALLY DELETED.

36. SUBORDINATION. Both parties agree that upon recordation of the FPL Easement, Seller will immediately subordinate its interest in the FPL Easement to Buyer using Seller's standard Subordination Agreement attached hereto as Exhibit E. This section shall survive Closing.

37. FPL REMAINDER PROPERTY NEW ENTRANCE IMPROVEMENTS. After Closing Buyer, at Buyer's sole cost and expense, intends to construct a public road right-of-way expansion project of S.W. 157th Avenue on a portion of the Property ("Project"). Prior to, or simultaneously with Buyer's construction of the Project, Buyer, at its sole cost and expense, shall construct the following improvements and perform the following activities within the S.W. 157th Avenue public road right-of-way (except as otherwise expressly stated below) (collectively "FPL Property Entrance Improvements") to provide Seller with similar access to Seller's remainder real property as Seller current has to its Property prior to Closing:

- a. Concrete Driveway Approach (36-ft Wide per FDOT 522-003);
- b. Concrete Curb and Gutter (valley gutter across driveway);
- c. Right-of-Way Grading/Harmonization into the adjacent Seller owned parcel for the existing patrol road;
- d. Right-of-Way Drainage (curb inlets/drainage pipe);
- e. Inside Seller's remainder property, harmonization to the existing patrol road running north and south parallel to SW 157th Avenue will be provided at a 15:1 slope;
- f. Inside Seller's remainder property, the slope to the west will be a harmonization tie-in to existing grade to the west at a 10:1 slope; and
- g. All of the harmonization in subsections (g) and (h) above will be provided using limerock fill with sod stabilization on the slopes of the graded area in Seller's remainder property.

Attached hereto as Exhibit F is a copy of the proposed access drive and grading portion of the FPL Property Entrance Improvements. Prior to Buyer commencing any of the FPL Property Entrance Improvements, Buyer shall first submit detailed plans and specifications of the FPL Property Entrance Improvements (collectively, the "Plans") to Seller for Seller's review and approval. Such Plans must be approved by Seller in advance of construction of the FPL Property Entrance Improvements, and Buyer acknowledges and agrees that it shall not commence any construction of the FPL Property Entrance Improvements until such time as Seller has approved Buyer's Plans. The FPL Property Entrance Improvements must be suitable to Seller to construct,

access, operate and maintain an electrical substation and facilities in accordance with FPL standards. The provision of the FPL Property Entrance Improvements is not intended to create any present or future compensable rights in Seller, including any compensable rights in the event of any future alteration or change to the referenced improvements, or for closure or modification of the access connection, and is without prejudice to any rights that Buyer or any other governmental or regulatory authority with jurisdiction over said driveway connections may have to require closure or modification of such connections in the future and do not confer any new or additional rights in the access connection, other than rights as provided by Florida law for any other permitted driveway. This Section shall survive Closing.

38. EXISTING LICENSEE FACILITIES ON SELLER'S EXISTING UTILITY POLES AND LAND. Buyer hereby acknowledges and agrees that its construction of the Project and FPL Property Entrance Improvements will not require relocation of any of Seller's existing utility poles located within or near the Property at this time, nonetheless the subordination agreement referenced in Section 36 above, shall cover any future necessary relocations, if any. Buyer hereby acknowledges and agrees that there are certain third-party wireless carrier company cables, wires, cabinets, canisters, facilities and other equipment (collectively, the "Licensee Facilities") located on Seller's utility poles and land as shown on attached Exhibit G that owned and operated by the Licensees, solely as listed in Paragraph 7, and that the Licensees will continue to be able to use the access area described in Paragraph 37 above after Closing to occupy, access, operate and maintain such Licensee Facilities pursuant to the permits attached hereto as Exhibit H which have been previously entered as of the dates executed and shall govern the rights of the Licensees use of such area after Closing for the Licensee Facilities. This Section shall survive Closing.

(Remainder of page intentionally left blank to allow for signatories.)

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor or the County Mayor's
designee

Date: _____

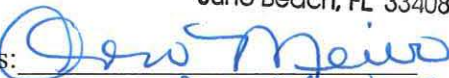
The foregoing contract was obtained pursuant to Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the ____ day of _____, A.D. 20____.

(Seller's signature on following page.)

Signed, sealed and delivered in the presence
of:

Witness: 

Witness Print Name: **Ianio V. Zimmer**
Florida Power & Light Company
Witness Address: Corporate Real Estate Dept.
700 Universe Blvd.
Juno Beach, FL 33408

Witness: 

Witness Print Name: **Ann Meier**
Witness Address: _____
Florida Power & Light Company
Corporate Real Estate Dept.
700 Universe Blvd.
Juno Beach, FL 33408

SELLER:

Florida Power & Light Company,
a Florida corporation


Meier G. Wise,
Director of Corporate Real Estate





MEMORANDUM (Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 1, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(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**
- _____ **Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) 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(N)(1)
10-1-24

RESOLUTION NO. _____ R-860-24

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT A CONTINGENT COUNTEROFFER FROM FLORIDA POWER & LIGHT (FPL) FOR THE ACQUISITION OF PARCEL 16 FOR IMPROVEMENTS TO SW 157 AVENUE FROM SW 26 STREET TO SW 8 STREET FOR APPRAISED VALUE IN THE AMOUNT OF \$56,350.00 AND GRANTING FPL A UTILITY EASEMENT OVER THE PROPERTY ACQUIRED BY THE COUNTY AT NO ADDITIONAL COST FOR MAINTENANCE OF EXISTING POWER LINES AND OTHER INFRASTRUCTURE SUBJECT TO FPL'S SUBORDINATION OF SUCH EASEMENT TO THE COUNTY; WAIVING THE PROVISIONS OF RESOLUTION NO. R-130-06 REQUIRING AGREEMENTS TO BE FINALIZED AND EXECUTED BY NON-COUNTY PARTIES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PURCHASE AND SALE CONTRACT, UTILITY EASEMENT, AND ACCEPTANCE OF SPECIAL WARRANTY DEED AND SUBORDINATION, EXERCISE ALL RIGHTS CONTAINED THEREIN, AND PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, pursuant to Resolution No. R-988-20, this Board authorized the acquisition in fee simple of the property known as Parcel 16 from FPL for the public purpose of roadway expansion and improvements to SW 157 Avenue, from SW 26 Street to SW 8 Street for appraised value; and

WHEREAS, Parcel 16, including 19,512 square feet, is located at SW corner of the intersection of SW 157 Avenue with SW 18 Street, and is legally described in Exhibit “A” to Contract for Sale and Purchase attached to the County Mayor’s memorandum; and

WHEREAS, Parcel 16 is utilized by FPL as part of its transmission corridor, and FPL has advised the County that it still needs the property for the maintenance of existing power lines and other related infrastructure in order that service to their customers continues uninterrupted; and

WHEREAS, FPL’s use of the property does not conflict with the County’s proposed use of Parcel 16 to build and expand SW 157 Avenue; and

WHEREAS, in conjunction with the purchase of Parcel 16 at appraised value in the amount of \$56,350.00 as previously authorized by this Board pursuant to Resolution No. R-988-20, the County would convey back to FPL a utility easement at no additional cost for the maintenance of its existing power lines, and FPL would provide the County with a subordination of the utility easement for the County’s purposes, including construction and maintenance of the SW 157 Avenue project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. This Board waives the provisions of Resolution No. R-130-06 and accepts FPL’s counteroffer for the acquisition of Parcel 16 for appraised value in the amount of \$56,350.00, contingent upon approval by FPL’s Board, and authorizes the County Mayor or County Mayor’s designee to: 1) execute the Contract for Purchase and Sale attached as Exhibit 1 to the County Mayor’s memorandum (the “Contract”); 2) execute the acceptance of the Special Warranty Deed conveying Parcel 16 to the County in substantially the form attached to the

Contract as Exhibit “B”; 3) execute and convey FPL a utility easement over Parcel 16 at no cost in substantially the form attached to the Contract as Exhibit “D”; 4) execute the acceptance of a subordination of such easement to the County in substantially the form attached to the Contract as Exhibit “E”; and 5) exercise all rights set forth in the Contract, including all exhibits attached thereto, and take all actions necessary to effectuate such transactions.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record all instruments creating or reserving a County interest in connection with such purchase in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy of said instruments together with this resolution.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of October, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to be "Jorge Martinez-Esteve", is written over a horizontal line.

Lauren E. Morse
Jorge Martinez-Esteve

EXHIBIT A

To Contract for Sale and Purchase

LEGAL DESCRIPTION OF THE PROPERTY

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 8, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

Containing 19,512 Square Feet/ 0.448 Acres more or less.

EXHIBIT B
To Contract for Sale and Purchase

FORM OF DEED

Prepared by and after recording
return to:
Miami Dade County Department of
Transportation and Public Works
111 NW 1 Street, Suite 1610
Miami, FL 33128-1970
Instrument Prepared by: Raul O. Ballina
Department of Transportation and
Public Works- Right-of-Way Division
A portion of Folio No.: 30-4908-001-0010
Project No. 20180026
Parcel 16

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this _____ day of _____, 20____, by Florida Power & Light Company, a Florida corporation ("Grantor"), having a mailing address at 700 Universe Boulevard, Juno Beach, Florida 33408-0420, to MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Grantee") whose post office address is 111 N.W. 1st Street, Miami, Florida 33128-1970.

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, received from Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida ("Property"), to-wit:

SEE EXHIBIT "A" ATTACHED

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: real property taxes for the current year and all subsequent years, comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority, conditions, restrictions, covenants, reservations and easements of record, if any, but without intent to reimpose same; and further subject to a utility easement granted to Grantor from Grantee as authorized in Resolution _____ by the Board of County Commissioners of Miami-Dade County, Florida.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming under Grantor, but no others.

BY ACCEPTANCE HEREOF, Grantee acknowledges that the Property is adjacent to real and personal property owned by Grantor and used by it as a public utility corporation of the State of Florida, and Grantee accepts the conveyance of the Property with full knowledge and subject to the use of Grantor's adjacent land and personal property for such purposes or any other legally authorized use.

[Signature and acknowledgement on following page.]

MDC023

EXHIBIT A
To Special Warranty Deed

Legal Description of Property

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 8, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

Containing 19,512 Square Feet/ 0.448 Acres more or less.

EXHIBIT C
To Contract for Sale and Purchase

Affidavit of Seller

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Meier G. Wise, who, being by me first duly sworn, deposes and says:

1. That he/she is the Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation ("Seller"), owner of the property described in Exhibit A attached hereto as a part hereof ("Property").

2. That Seller is not a foreign person as that term is defined in Section 1445(f)(3) of the Internal Revenue Code.

3. That Seller's United States Taxpayer Identification Number is 59-0247775; and that Seller's United States address is: P.O. Box 14000, Juno Beach, FL 33408-0420.

4. That no one has any adverse interest, claim or possession in and to the Property.

5. That no work has been done on or about the Property within the last ninety (90) days which would constitute a mechanics' or materialmen's lien against the Property and that there are no such liens either recorded or unrecorded.

6. To Seller's knowledge, there are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment issued by _____ effective _____ and the time of recording of the instruments evidencing the fee simple or other interests in the Property by Miami-Dade County, a political subdivision of the State of Florida ("Buyer"); and that Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

Seller:

Florida Power & Light Company,
a Florida corporation

By: _____

Name: Meier G. Wise

Title: Director of Corporate Real Estate

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared by means of [] physical or [] online notarization Meier G. Wise, as Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

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

Notary Public, State of Florida

EXHIBIT A
To Affidavit of Seller

Legal Description of the Property

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 8, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

Containing 19,512 Square Feet/ 0.448 Acres more or less.

EXHIBIT D
To Contract for Sale and Purchase

Form of Easement

Prepared by and after recording
Return to:

Seth Sheitelman, Esq.
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest, whose address for notices is 111 NW 1st Street, Miami, Florida 33128-1970 ("Grantor") in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to FLORIDA POWER & LIGHT COMPANY, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the entire Property described in attached Exhibit A ("Easement Area"); together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantee adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantor, its contractors, agents, successors or assigns over the adjoining lands of Grantee, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

No portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantor, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any

improvements for recreational activities, except for bicycle facilities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantee, or the heirs, personal representatives, successors or assigns of Grantee.

By the execution hereof, Grantor covenants that it has the right to convey this easement .

[Signature appears on following page]

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 202____.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF SAID BOARD and
COMPTROLLER

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

By: _____
Clerk

By: _____
County Mayor or County Mayor's
Designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as Mayor for Miami-Dade County, a political subdivision of the State of Florida, who is personally known to me and who did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT A
To Easement

Legal Description of Easement Area

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 8, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

Containing 19,512 Square Feet/ 0.448 Acres more or less.

EXHIBIT E
To Contract for Sale and Purchase
Form Subordination Agreement

This instrument prepared by:

Florida Power & Light Company
P O Box 14000
Juno Beach, Florida 33408-0420

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

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS ("Agreement"), entered into this day of _____, 20____, by and between MIAMI-DADE COUNTY, a body politic in the State of Florida, hereinafter called the "COUNTY," and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P. O. Box 14000, Juno Beach, Florida 33408, hereinafter called "UTILITY."

W I T N E S S E T H:

WHEREAS, Utility presently has an interest in certain lands described in EXHIBIT "A" (the "Lands") attached hereto, all or a portion of which Lands, the County has determined it needs for highway purposes; and

WHEREAS, the proposed use of portions of the Lands for highway purposes will require a subordination of the interest claimed in the Lands by Utility in favor of the County; and

WHEREAS, the County, or its successors or assigns, hereinafter collectively called the "Governmental Entity," if required by the Governmental Entity's originated road improvements, is willing to pay for the initial relocation of the Utility's facilities from portions of the Lands to prevent conflict between the Governmental Entity's use and the Utility's use, and for the benefit of each; and

WHEREAS the Governmental Entity, in addition and in recognition of Utility's interest in the Lands, if required by the Governmental Entity's originated road improvements, is willing to pay for any future relocation of the Utility's facilities from or within the entire width of the public right-of-way as described in EXHIBIT "A," attached hereto and made a part hereof.

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

Utility subordinates any and all of its interest in the Lands only to the extent described on EXHIBIT "A" attached hereto and made a part hereof, to the interest of the Governmental Entity, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands, based on the following:

1. Utility is the owner of the following easement:

Date	From or Against	In Favor of	Recorded in	
			ORB Book	Page

The County and Utility further agree that:

2. "Public right-of-way," as used herein, shall mean that area which is described in Exhibit "A" and which includes a portion of Utility's easement identified above in Exhibit "A".

3. Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the public right-of-way described in Exhibit "A," in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of facilities within the public right-of-way described in Exhibit "A" will be subject to prior approval by the Governmental Entity.

4. The Governmental Entity shall pay for the relocation of existing facilities, if such relocation is required by the Governmental Entity's originated road improvements. In addition, Utility retains the right to be reimbursed either now or in the future, for additional relocation or adjustment of its facilities located presently or to be located on the public right-of-way described in Exhibit "A," if such relocation or adjustment is caused by present or future uses of the right-of-way by the Governmental Entity, including, but not limited to, the cost of acquiring replacement easements.

5. Utility shall have the right to enter upon the lands described in Exhibit "A" for the purposes outlined in Paragraph 3 above, including the right egress and ingress and to trim such trees, brush, growth and undergrowth which might endanger or interfere with such facilities. The Governmental Entity shall provide and insure access to said lands by Utility.

6. Utility agrees to repair any damage to the Governmental Entity facilities caused by Utility and to indemnify the Governmental Entity against any loss or damage resulting from Utility's negligence or intentional misconduct in exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on said public right-of-way described in Exhibit "A."

7. This Agreement shall not be assigned by County without Utility's written consent except to the State of Florida but only if the State of Florida agrees to assume the County's obligations hereunder.

8. Notwithstanding anything to the contrary contained herein, road improvements requested and performed to benefit private development would be the sole responsibility of the developer and would be monitored by the appropriate Governmental Entity plan review and/or inspection processes.

9. The terms and conditions of this Agreement shall be superior and controlling over any conflicting permits, agreements or Florida Statute.

10. Utility reserves all rights and interest in the Lands (described in Exhibit "A") not subordinated hereunder.

[Signature Follows on Next Page]

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

FLORIDA POWER & LIGHT COMPANY

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

Signed, sealed and delivered in
our presence as witnesses

Signature:
Print Name: _____
Address: _____

By: _____
Its: Director of Corporate Real Estate
Print Name: Meier G. Wise

Signature:
Print Name: _____
Address: _____

STATE OF FLORIDA
AND COUNTY OF PALM BEACH

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared by means of [] physical or [] online notarization Meier G. Wise, as Director of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

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

Notary Public, State of Florida
My Commission Expires:

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF SAID BOARD AND
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

Exhibit "A"
To Subordination Agreement

Legal Description of the Lands

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 8, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

Containing 19,512 Square Feet/ 0.448 Acres more or less.

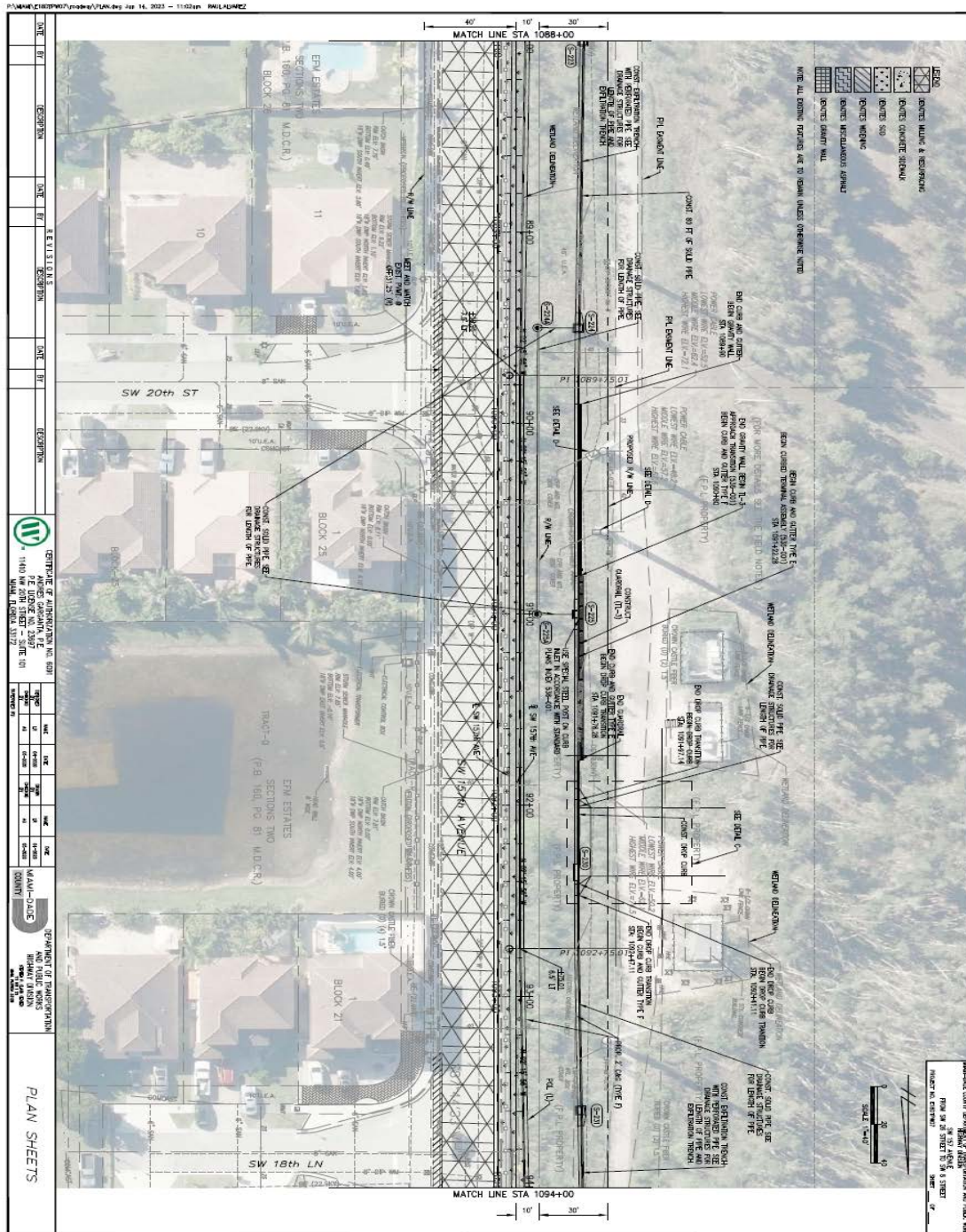
EXHIBIT F
To Contract for Sale and Purchase

Proposed Access Drive and Grading Portion of the FPL Property Entrance Improvements

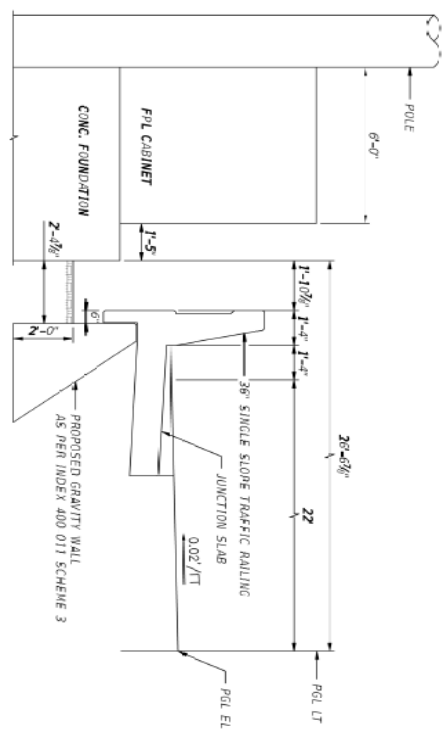


FIGURE 1 - PROPOSED ACCESS DRIVE GRADING
GREENFROG SUBSTATION ACCESS DRIVE, MIAMI, FLORIDA

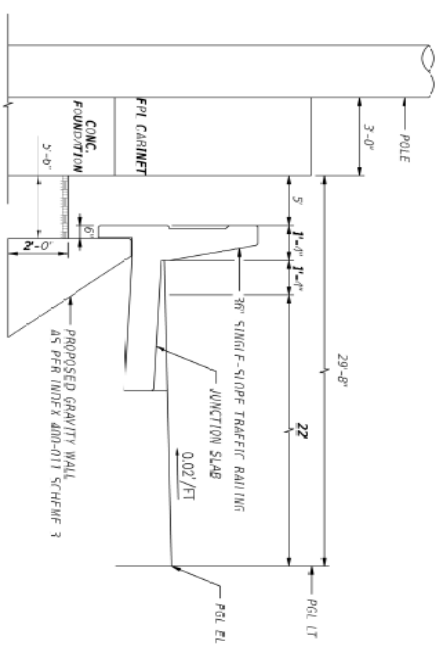
EXHIBIT G
To Contract for Sale and Purchase
Location of Licensee Facilities



ROAD-TO-ROAD TRANSITION, STATION 1090+14.64
 FROM 5th AVE TO 6th AVE
 FROM 5th AVE TO 6th AVE
 FROM 5th AVE TO 6th AVE
 FROM 5th AVE TO 6th AVE



STA 1090+14.64



STA 1090+56.91

DATE	REV	DESCRIPTION	DATE	REV	DESCRIPTION
10/20/2020	1	ISSUED FOR CONSTRUCTION			
CERTIFICATE OF INFORMATION NO. 1091 F.L. LEECH, NO. 2387 11/10/2010 AM 10:11 PM 10:11 PM 11/10/2010 AM 10:11 PM 10:11 PM					
DATE	REV	DESCRIPTION	DATE	REV	DESCRIPTION
10/20/2020	1	ISSUED FOR CONSTRUCTION			
DEPARTMENT OF TRANSPORTATION MAJOR-ROAD HIGHWAY DIVISION 11/10/2010 AM 10:11 PM 10:11 PM					
DETAIL D					

EXHIBIT H
To Contract for Sale and Purchase

Licensee Permits

(see attached)

Department of Transportation and Public Works

Permit #:	2023008515	T-Mobile South LLC	
Date of Issue:	5/29/2024	4850 NW 103rd Avenue	
Date of Expiration:	5/29/2025	9548326133	jose.delgado@t-mobile.com
Extended To:		Qualifier #	
PW#:			Jose Delgado
Work Order #:		4850 NW 103rd Avenue	
Permit Status:	Open	9548326133	jose.delgado@t-mobile.com
Building Dept. Process #		Qualifier #	

Description of Work

Collocation on FPL pole in ROW

Job Address(es)	Building Dept. Process #
1950 SW 157 AVENUE	

Type of Work	Unit	Quantity	Cost
NON-REFUNDABLE UPFRONT FEE FOR PERMIT	EA	1	\$80.00
Total			\$80.00

Acknowledges the sum of \$80.00 dollars in payment of this permit, and it is understood and agreed that all work to be done hereunder will be in accordance with the requirements of this department. The work herein described and permitted is to be commenced and completed within the above reference time frame. The permittee is required to obtain all permits required by law. Permittee is also responsible for the General Permit Conditions which are part of this permit. 24 hour notification shall be made to Miami Dade County Department of Transportation and Public Works, phone 305-375-2392 when work for which this permit is granted is ready for construction. This permit is issued subject to actual work being done by a contractor properly certified by the CONSTRUCTION TRADES QUALIFYING BOARD. In accepting this permit, the permittee agrees to hold thereof harmless from payment of any compensation or damages, resulting from his exercise of the privileges granted under this permit. Construction must be in accordance with the approved plan, and/or to recorded portions of the Public Works Manual. Contractor/Permittee shall contact DTPW (305) 375-2392 48 hours in advance to meet inspector prior to final restoration of the right of way. All required Traffic Control devices must be installed prior to placement of asphalt surface. All required MOT devices shall be installed prior to beginning of construction. There shall be no interruption of traffic permitted Monday-Friday 7 to 10 AM and 4 to 7 PM unless the Traffic Maintenance and Safety Provisions indicate other restricted hours. There shall be no interruption of pedestrian, bicycle or vehicular traffic on roadways surrounding schools during school arrival/dismissal hours. Any variations from these requirements will require expressed written permission from the Public Works Director. Failure to close permits, or request the necessary inspections, will incur the Permittee/Contractor in a civil violation as per section C1.07 (Inspection) of the Public Works Manual and Chapter 8 section 2-103.1 of the Miami-Dade County Code.

Inspection Date	Passed	Failed	Comments

MDC041

THE PERMITTEE and/or HIS CONTRACTOR SHALL:

1. Prevent the creation of any obstructions or conditions that may become dangerous to the traveling public, and provide, where necessary, adequate signs, barricades, warning lights, flashing arrows boards, flagmen and/or other necessary precautions for the prevention of accidents or injuries to persons or property resulting from his exercise of the privileges granted under this permit.
2. Notify the local police department if lane of travel will be blocked more than two hours. (Section 336.048, Florida Statutes 1986)
3. Repair promptly any damage or injury to roads, driveways or other paved surfaces caused by his exercise of the privileges granted under this permit. Restoration shall be equal to or better than the condition existing at the time of damage or injury.
4. Move, or remove, at the expense of the Permittee and/or owner, any utility as may be required for public convenience whenever specified by Miami-Dade County in the event of any future widening, repairs, installation, construction, or reconstruction by or for Miami-Dade County of any road, bridge, canal, culvert, traffic signal, street light, water, sewer, storm drainage system or any other County facility within the public right-of-way in which the Permittee and/or Owner has constructed said utility.
5. Install temporary asphalt patches prior to opening area to any traffic.
6. Provide not less than 48 hours notification to all owners of existing facilities in the proposed area of work. IN ADDITION, the Permittee and/or his contractor, along with the owner of the utility must cooperate to determine the exact location (field exposure as warranted) of the respective utility facilities, by whatever means available.
7. Obtain necessary easement where required right-of-way has not been dedicated.
8. All permit fees include the costs of inspections. However, the permittee, and/or his contractor, shall show proof of achieving the required testing as per county's specifications. The cost for any testing shall be the responsibility of the permittee and/or his contractor.
9. The maximum allowable time for right-of-way restoration for permits issued to private companies shall be 30 days from the date construction commences, in accordance with Miami-Dade County Ordinance No. 03-89.
10. Comply with current FDOT Roadway and Traffic Design Standards, Index No. 304 and No. 515 for ADA compliance. Use "safety yellow" as the contrast color for the truncated domes detectable surface area.
11. The issuance of this permit does not relieve the owner and/or contractor from securing any and all permits that may be required by Federal, State and Local authorities, and/or approvals, that may be required from other governmental entities prior to commencement of any activity under this permit.
12. The removal or relocation of trees in the right-of-way within unincorporated Miami-Dade County or within municipalities that do not have their own tree ordinance requires approval from the Department of Regulatory and Economic Resources Environmental Resources Management Division 305-372-6574 as well as from the Right-of-Way Aesthetics and Assets Management Division 305-270-1791.
13. The permittee and/or his contractor is responsible to provide trained individuals who are knowledgeable in the principles of proper Temporary Traffic Control zone (TTC), that are assigned responsibility for maintaining all Traffic Control Devices. The most important duty of these individuals should be to check that all TTC devices of the project are reasonably consistent with the approved TTC plan and are effective in providing reasonably safe conditions for motorists, bicyclists, pedestrians, and workers.
14. For any onsite soil contamination, permittee must submit to RER DERM's EMRD a Soil Management Implementation Report, prepared in accordance with an approved Soil Management Plan, within sixty (60) days of work completion.
15. All salvageable materials that are removed must be delivered and unloaded at the Miami-Dade Road Bridge and Canal Maintenance Division located at 9301 NW 58th Street, Miami, Florida 33166. Telephone number (305) 592-3116. 48 hour coordination with Road Bridge and Canal Maintenance Division is required prior to delivery.
16. Submission of revised plans more than 7 days from the date of this completeness review summary will be deemed to constitute, as to any applicable time for review or shot clock, an agreement to an additional tolling period for the number of days between the date of the completeness review summary and the date revised plans are submitted.

403_01_227 2/16

Form 6-2015

MDC042

Department of Transportation and Public Works

Permit #:	2024000613	New Cingular Wireless PCS, LLC	
Date of Issue:	4/30/2024	12150 Research Parkway	
Date of Expiration:	4/30/2025	407-913-7528	ax206b@att.com
Extended To:		Qualifier # 	
PW#:			
Work Order #:		12150 Research Parkway	
Permit Status:	Open		
Building Dept. Process #		Qualifier # 	

Description of Work

Relocation of Access Road causing Utility pole to be located in Right of Way. No construction needed, pole already isntaleld.

Job Address(es)	Building Dept. Process #
1800 SOUTHWEST 157TH AVENUE	

Type of Work	Unit	Quantity	Cost
NON-REFUNDABLE UPFRONT FEE FOR PERMIT	EA	1	\$80.00
		Total	\$80.00

Acknowledges the sum of \$80.00 dollars in payment of this permit, and it is understood and agreed that all work to be done hereunder will be in accordance with the requirements of this department. The work herein described and permitted is to be commenced and completed within the above reference time frame. The permittee is required to obtain all permits required by law. Permittee is also responsible for the General Permit Conditions which are part of this permit. 24 hour notification shall be made to Miami Dade County Department of Transportation and Public Works, phone 305-375-2392 when work for which this permit is granted is ready for construction. This permit is issued subject to actual work being done by a contractor properly certified by the CONSTRUCTION TRADES QUALIFYING BOARD. In accepting this permit, the permittee agrees to hold thereof harmless from payment of any compensation or damages, resulting from his exercise of the privileges granted under this permit. Construction must be in accordance with the approved plan, and/or to recorded portions of the Public Works Manual. Contractor/Permittee shall contact DTPW (305) 375-2392 48 hours in advance to meet inspector prior to final restoration of the right of way. All required Traffic Control devices must be installed prior to placement of asphalt surface. All required MOT devices shall be installed prior to beginning of construction. There shall be no interruption of traffic permitted Monday-Friday 7 to 10 AM and 4 to 7 PM unless the Traffic Maintenance and Safety Provisions indicate other restricted hours. There shall be no interruption of pedestrian, bicycle or vehicular traffic on roadways surrounding schools during school arrival/dismissal hours. Any variations from these requirements will require expressed written permission from the Public Works Director. Failure to close permits, or request the necessary inspections, will incur the Permittee/Contractor in a civil violation as per section C1.07 (Inspection) of the Public Works Manual and Chapter 8 section 2-103.1 of the Miami-Dade County Code.

Inspection Date	Passed	Failed	Comments

MDC043

THE PERMITTEE and/or HIS CONTRACTOR SHALL:

1. Prevent the creation of any obstructions or conditions that may become dangerous to the traveling public, and provide, where necessary, adequate signs, barricades, warning lights, flashing arrows boards, flagmen and/or other necessary precautions for the prevention of accidents or injuries to persons or property resulting from his exercise of the privileges granted under this permit.
2. Notify the local police department if lane of travel will be blocked more than two hours. (Section 336.048, Florida Statutes 1986)
3. Repair promptly any damage or injury to roads, driveways or other paved surfaces caused by his exercise of the privileges granted under this permit. Restoration shall be equal to or better than the condition existing at the time of damage or injury.
4. Move, or remove, at the expense of the Permittee and/or owner, any utility as may be required for public convenience whenever specified by Miami-Dade County in the event of any future widening, repairs, installation, construction, or reconstruction by or for Miami-Dade County of any road, bridge, canal, culvert, traffic signal, street light, water, sewer, storm drainage system or any other County facility within the public right-of-way in which the Permittee and/or Owner has constructed said utility.
5. Install temporary asphalt patches prior to opening area to any traffic.
6. Provide not less than 48 hours notification to all owners of existing facilities in the proposed area of work. IN ADDITION, the Permittee and/or his contractor, along with the owner of the utility must cooperate to determine the exact location (field exposure as warranted) of the respective utility facilities, by whatever means available.
7. Obtain necessary easement where required right-of-way has not been dedicated.
8. All permit fees include the costs of inspections. However, the permittee, and/or his contractor, shall show proof of achieving the required testing as per county's specifications. The cost for any testing shall be the responsibility of the permittee and/or his contractor.
9. The maximum allowable time for right-of-way restoration for permits issued to private companies shall be 30 days from the date construction commences, in accordance with Miami-Dade County Ordinance No. 03-89.
10. Comply with current FDOT Roadway and Traffic Design Standards, Index No. 304 and No. 515 for ADA compliance. Use "safety yellow" as the contrast color for the truncated domes detectable surface area.
11. The issuance of this permit does not relieve the owner and/or contractor from securing any and all permits that may be required by Federal, State and Local authorities, and/or approvals, that may be required from other governmental entities prior to commencement of any activity under this permit.
12. The removal or relocation of trees in the right-of-way within unincorporated Miami-Dade County or within municipalities that do not have their own tree ordinance requires approval from the Department of Regulatory and Economic Resources Environmental Resources Management Division 305-372-6574 as well as from the Right-of-Way Aesthetics and Assets Management Division 305-270-1791.
13. The permittee and/or his contractor is responsible to provide trained individuals who are knowledgeable in the principles of proper Temporary Traffic Control zone (TTC), that are assigned responsibility for maintaining all Traffic Control Devices. The most important duty of these individuals should be to check that all TTC devices of the project are reasonably consistent with the approved TTC plan and are effective in providing reasonably safe conditions for motorists, bicyclists, pedestrians, and workers.
14. For any onsite soil contamination, permittee must submit to RER DERM's EMRD a Soil Management Implementation Report, prepared in accordance with an approved Soil Management Plan, within sixty (60) days of work completion.
15. All salvageable materials that are removed must be delivered and unloaded at the Miami-Dade Road Bridge and Canal Maintenance Division located at 9301 NW 58th Street, Miami, Florida 33166. Telephone number (305) 592-3116. 48 hour coordination with Road Bridge and Canal Maintenance Division is required prior to delivery.
16. Submission of revised plans more than 7 days from the date of this completeness review summary will be deemed to constitute, as to any applicable time for review or shot clock, an agreement to an additional tolling period for the number of days between the date of the completeness review summary and the date revised plans are submitted.

403_01_227 2/16

Form 6-2015

MDC044

Department of Transportation and Public Works

Permit #:	2023008357	Cellco Partnership dba Verizon Wireless	
Date of Issue:	9/19/2023	4700 Exchange Court #100	
Date of Expiration:	9/19/2024	8154053664	mark.baesch2@verizonwireless.com
Extended To:		Qualifier #	SCC131151549
PW#:			Christy Bartolucci
Work Order #:	FPL GREEN FROG - #68291	1997 Annapolis Exchange Pkwy	
Permit Status:	Open	8154053664	CHRISTINA.WARR@SMARTLINKGROUP.COM
Building Dept. Process #		Qualifier #	

Description of Work

Per Raul Ballina in MDC Real Estate Office, the County is acquiring frontage for roadway improvements. Once sale takes place, transmission pole will be in MDC Transportation PW ROW. No construction or pole relocation will take place.

Job Address(es)	Building Dept. Process #
SW 157 AVENUE BETWEEN SW 20 ST AND SW 18 ST	

Type of Work	Unit	Quantity	Cost
NON-REFUNDABLE UPFRONT FEE FOR PERMIT	EA	1	\$80.00
SPECIAL PROJECT	EACH	1	\$300.00
		Total	\$380.00

Acknowledges the sum of \$380.00 dollars in payment of this permit, and it is understood and agreed that all work to be done hereunder will be in accordance with the requirements of this department. The work herein described and permitted is to be commenced and completed within the above reference time frame. The permittee is required to obtain all permits required by law. Permittee is also responsible for the General Permit Conditions which are part of this permit. 24 hour notification shall be made to Miami Dade County Department of Transportation and Public Works, phone 305-375-2392 when work for which this permit is granted is ready for construction. This permit is issued subject to actual work being done by a contractor properly certified by the CONSTRUCTION TRADES QUALIFYING BOARD. In accepting this permit, the permittee agrees to hold thereof harmless from payment of any compensation or damages, resulting from his exercise of the privileges granted under this permit. Construction must be in accordance with the approved plan, and/or to recorded portions of the Public Works Manual. Contractor/Permittee shall contact DTPW (305) 375-2392 48 hours in advance to meet inspector prior to final restoration of the right of way. All required Traffic Control devices must be installed prior to placement of asphalt surface. All required MOT devices shall be installed prior to beginning of construction. There shall be no interruption of traffic permitted Monday-Friday 7 to 10 AM and 4 to 7 PM unless the Traffic Maintenance and Safety Provisions indicate other restricted hours. There shall be no interruption of pedestrian, bicycle or vehicular traffic on roadways surrounding schools during school arrival/dismissal hours. Any variations from these requirements will require expressed written permission from the Public Works Director. Failure to close permits, or request the necessary inspections, will incur the Permittee/Contractor in a civil violation as per section C1.07 (Inspection) of the Public Works Manual and Chapter 8 section 2-103.1 of the Miami-Dade County Code.

Inspection Date	Passed	Failed	Comments

MDC045

THE PERMITTEE and/or HIS CONTRACTOR SHALL:

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4. Move, or remove, at the expense of the Permittee and/or owner, any utility as may be required for public convenience whenever specified by Miami-Dade County in the event of any future widening, repairs, installation, construction, or reconstruction by or for Miami-Dade County of any road, bridge, canal, culvert, traffic signal, street light, water, sewer, storm drainage system or any other County facility within the public right-of-way in which the Permittee and/or Owner has constructed said utility.
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403_01_227 2/16

Form 6-2015

MDC046