

I.D. # 31024_Doral Central Park

*NOTE: The title search period for this original Opinion must cover the time period to **within 30 days** prior to submittal of signed water and sewer agreements or an assignment. FOR WARRANTY DEEDS, EASEMENTS, COVENANTS AND UNITIES OF TITLE, THE OPINION MUST COVER THE TIME PERIOD THROUGH THE DATE OF EXECUTION OF THE DEED, EASEMENT, COVENANT OR UNITY.

**MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE**

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this original opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I (we) have examined the City records for DORAL CENTRAL PARK (or the Property”), as described below:

I have searched the Miami Dade County Property Appraiser Public Records and certain City of Doral Municipal Records concerning the City of Miami Facility named **DORAL CENTRAL PARK** located at: **3000 NW 87 Avenue, City of Doral, Florida 33166**, having the following Folio Number: **35-3028-020-0010**

(Legal description as it appears in agreement or legal document)

Basing my (our) opinion on said complete abstract or title policy covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: **CITY OF DORAL, a Florida Municipal Corporation.**

Subject to the following liens, encumbrances and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics or materialmen’s liens.
5. Zoning and other restrictions imposed by governmental authority

SPECIAL EXCEPTIONS

- No special exceptions exist
- Special exceptions (indicate details on separate sheet)

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 1st day of April, 2021



Luis Figueredo, Esq.
CITY ATTORNEY
OFFICE OF THE CITY ATTORNEY
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(305) 593-6740
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March 16, 2021

ATTORNEY'S OPINION OF TITLE

To Whom It May Concern:

Re: Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City of Doral to be recorded on:

The North ½ of the Southeast ¼ of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida. Subject to an easement over the East 55 feet thereof for Road Right of Way purposes, containing 1.67 Acres more or less, filed June 3rd, 1974, in Official Records Book 8692, Page 578, of the Public Records of Miami-Dade County, Florida.

ALSO KNOWN AS:

Tract "A" and Tract "B", of WEST DADE PARK, according to the Plat thereof, recorded in Plat Book 150, Page 34, of the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

COMES NOW, your Affiant, Moises T Grayson, who after first being duly sworn, states:

1. Affiant is an attorney authorized to practice law in the State of Florida, Florida Bar No. 369519.
2. Affiant has conducted a search of the Public Records of Miami-Dade County, Florida, to determine the fee simple owner of the above described real property.
3. That based upon said search, from earliest possible record effective through February 8, 2021 at 11:00p.m., fee simple title to the above referenced real property is currently in the name of CITY OF DORAL, FLORIDA. There are liens and encumbrances on the property

as follows:

- a. Deed No. 11801 recorded on July 2, 1943, in Official Records Book 2302, Page 43
- b. Deed recorded on July 17, 1947, in Official Records Book 2889, Page 417.
- c. Easement for Telephone Lines recorded on February 25, 1972, in Official Records Book 7585, Page 89.
- d. Easement for Gas Main recorded on June 10, 1973, in Official Records Book 8376, Page 367.
- e. Easement recorded on June 3, 1974, in Official Records Book 8692, Page 578.
- f. Assignment of Easements recorded on December 3, 1975, in Official Records Book 9168, Page 848.
- g. Easement recorded on July 29, 1977, in Official Records Book 9755, Page 479.
- h. Resolution No. R-1070A-93 recorded on January 25, 1994, in Official Records Book 16222, Page 2225.
- i. Plat recorded on April 11, 1997, in Official Records Book 150, Page 34.
- j. Environmental Quality Control Board Order No. 09-02 recorded on March 31, 2009, in Official Records Book 26808, Page 3625.
- k. South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded on October 14, 2009, in Official Records Book 27046, Page 4924.
- l. Easement recorded on March 8, 2011, in Official Records Book 27609, Page 2590.

All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

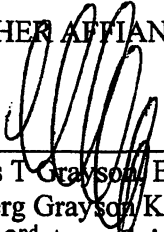
4. Based on documents listed above, no lien, mortgage, or encumbrance has priority over nor does any restriction or easement of record conflict or interfere with the Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City of Doral being executed in connection with this Attorney's Opinion of Title.
5. This Opinion of Title is being furnished to the City of Doral for use by said party as an inducement for execution of an agreement between the City of Doral, Florida, A Florida

March 16, 2021

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Municipal Corporation and Miami-Dade County Water and Sewer Department, relating to the property described herein and for no other purpose.

FURTHER AFFIANT SAYETH NAUGHT.



Moises T. Grayson, Esq.
Blaxberg Grayson Kukoff & Forteza, PA
25 SE. 2nd Ave., Suite 730 Miami, FL 33131

Lg/3762

DORAL CENTRAL PARK, ID# 31024

**AGREEMENT
FOR
WATER AND SANITARY SEWER FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF DORAL**

This instrument prepared by:

**Christopher Schaffer
New Business Section
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221**

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this 1 day of April, 2021, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **CITY OF DORAL**, a Florida municipal corporation, hereinafter designated as the "**CITY**", whose mailing address is: 8401 N.W. 53 Terrace, Doral, Florida 33166.

W I T N E S S E T H:

WHEREAS, the **CITY** desires water and sewer service to be rendered to property owned by the **CITY**, and

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the water and sewer systems owned by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **CITY'S PROPERTY.** The **CITY** owns a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**CITY'S** property". The **CITY** has requested that the **DEPARTMENT** render water and sewer service to the **CITY'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **CITY ACKNOWLEDGMENT.** The **CITY** hereby acknowledges and agrees that any right to connect the **CITY'S** property to the **COUNTY'S** sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The COUNTY will provide an adequate domestic water supply for the CITY'S property and will receive and dispose of sanitary sewage from the CITY'S property. The CITY shall pay water and sewer connection charges for all those units to be constructed on the CITY'S property subject to the limitations specified herein. The CITY acknowledges that, to the extent that water or sewer service will ultimately be rendered to the CITY'S property by a volume customer, the CITY is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the COUNTY, the CITY acknowledges that it is a new retail customer of the COUNTY and accordingly also liable for payment of connection charges. The CITY may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the COUNTY provides water service to the CITY'S property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on Exhibit "B" attached hereto and made a part hereof, and as revised by the COUNTY from time to time, multiplied by the applicable rates established by the COUNTY. The CITY intends to construct and connect to the COUNTY'S water and sewer systems a public park for two hundred thirty-two (232) persons, seventy-five thousand five hundred fifty-six (75,556) square feet of fitness center/gym, a public swimming pool facility for three hundred sixty-three (363) persons, and a theatre/drive-in for four hundred spaces, representing a combined average daily gallonage of twenty-one thousand six hundred six (21,606) gallons, with a credit of two hundred fifty (250) gallons of water only, per Invoice #112714. Therefore, the total agreed average daily gallonage increase is twenty-one thousand three hundred fifty-six (21,356) gallons of water and twenty-one thousand six hundred six (21,606) gallons of sewer, respectively, resulting in combined water and sewer connection charges in the amount of one hundred fifty thousand six hundred seventy-eight dollars and forty-four cents (\$150,678.44). However, water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the COUNTY'S water and sewer systems. The DEPARTMENT'S current connection charge rates are one dollar and thirty-nine cents (\$1.39) and five dollars and sixty cents (\$5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The CITY shall pay fees and/or charges specified herein at the time of issuance of Verification Form(s). The DEPARTMENT shall not, under any circumstances, render water and/or sewer service to the CITY'S property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the CITY constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the CITY'S property, the COUNTY shall determine if additional capacity is needed, as calculated using Exhibit "B" attached hereto and as revised by the COUNTY from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the CITY. If requested by the DEPARTMENT, the CITY shall provide the COUNTY a list of all tenants and building units and/or use prior to the installation of any water meters and/or rendition of sewer service by the COUNTY for the CITY'S property.

6. **POINTS OF CONNECTION.** The DEPARTMENT shall provide points of connection to the CITY based on the project as specified in the Agreement. The CITY shall provide plans for the DEPARTMENT'S review based on the points of connection. Points of connection shall not be changed without prior approval by the DEPARTMENT.

7. **DORAL BASIN SANITARY SEWER SPECIAL CONNECTION CHARGE.** The COUNTY hereby represents and the CITY acknowledges that the gravity sewer basin that will serve the CITY'S property, at the present time may not meet COUNTY criteria for conveying additional flows, including those of the proposed development within the CITY'S property as specified in paragraphs 4 and 5 hereinabove. The COUNTY intends to construct the necessary improvements and has adopted a special connection charge to pay for the construction of necessary improvements in accordance with COUNTY Ordinance No. 13-73. The CITY acknowledges and agrees that it shall pay to the COUNTY said special connection charge in the amount of seven dollars and three cents (\$7.03) per average daily gallon, as specified in paragraphs 4 and 5 hereinabove, to be connected to the COUNTY'S sewer system, resulting in a total special connection charge of one hundred fifty-one thousand eight hundred ninety dollars and eighteen cents (\$151,890.18), due prior to the issuance of a Verification Form. Said payment shall be a condition precedent to any obligation on the part of the COUNTY to provide service to the property. Notwithstanding the preceding, nothing contained herein shall obligate the COUNTY to provide service to the property if said service is in contravention to any consent order or agreed order to which the COUNTY is a party, or of any rule or statute. The DEPARTMENT makes no representations as to the likely date the referenced improvements will be placed into service, and the CITY shall have no cause of action, at law or equity, against the COUNTY arising out of the construction of said improvements.

8. **SPECIAL CONDITION TO SERVICE.** The CITY is responsible for obtaining access to the water system, either by right-of-way dedication and/or easement. The COUNTY'S obligations to provide water service under this Agreement is conditioned upon conveyance of easements to the COUNTY for water facilities to be installed on property that is not part of the CITY'S property. The easements must be conveyed to the COUNTY in accordance with paragraphs 21 and 23 herein below. Furthermore, it shall be the CITY'S sole responsibility to obtain and secure conveyance of said easements to the COUNTY. The conveyance of aforesaid easements by the CITY to the COUNTY is a precedent to any duty of the COUNTY to provide water and sewer service to the CITY'S property.

9. **DESIGN AND CONSTRUCTION OF FACILITIES.** The CITY at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and/or sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the DEPARTMENT'S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT.

10. **INSPECTION.** The COUNTY shall have the right but not the obligation to make engineering inspections of all the construction work performed by the CITY under the terms of this Agreement including private facilities not to be conveyed to the COUNTY. Such inspections shall not be construed to constitute any guarantee on the part of the COUNTY as to the quality and condition of materials and workmanship. Any inspections by the DEPARTMENT shall not relieve the CITY of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the DEPARTMENT shall not relieve the CITY of responsibility for the quality and condition of materials and workmanship.

11. **TESTS.** During construction and at the time when various tests are required, the COUNTY'S engineer or its authorized representative, together with the CITY'S engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The CITY shall notify the COUNTY a minimum of twenty-four (24) hours in advance of the tests.

12. **CONSTRUCTION MEETINGS.** The COUNTY reserves the right to schedule construction meetings with the CITY'S representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the COUNTY with respect to project related matters upon twenty-four (24) hours' notice.

13. **SUBCONTRACTORS AND CONSULTANTS.** The COUNTY reserves the right, at any time, to bar any subcontractor or consultant employed by the CITY from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the COUNTY. In the event the COUNTY rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The CITY shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the COUNTY.

14. **COMPLIANCE WITH ALL LAWS.** The CITY, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

15. **APPROVALS AND PERMITS.** The CITY shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The CITY is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

16. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the **COUNTY** be named as permittee for certain construction activities even though the **CITY** or the **CITY'S** contractor will actually perform the work. To insure that the **COUNTY** will incur no costs or liability as a result of being named permittee on such permits, the **CITY** shall provide sufficient security as acceptable to the **COUNTY** which shall indemnify and protect the **COUNTY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **CITY** pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **COUNTY'S** cost estimate for the permit work. The **CITY** shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the **DEPARTMENT** shall be entitled to pay said claims from the security. The **CITY** shall be liable for all costs in excess of the security.

17. **WATER SERVICE LINES.** Any water service lines two (2) inches or less in diameter that are required for the **DEVELOPER'S** property which will be directly connected to existing mains owned by the **COUNTY** shall be installed by the **DEVELOPER'S** Contractor under supervision of a **DEPARTMENTAL** Water Distribution Licensed Operator and Donations Inspector. The **DEVELOPER** hereby agrees to pay to the **COUNTY** its work order charges prior to any such installation.

18. **OWNERSHIP OF WATER METER.** The **COUNTY** shall own and install the required water meter as a part of any water service installation. Ownership by the **COUNTY** shall terminate at the outlet side of each water meter. The **CITY** shall pay all applicable installation fees.

19. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **COUNTY** is subject to the following:

- a. Issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **CITY'S** property which allows additional connections,
- b. Sufficient available capacity in the **COUNTY'S** sewer system and connection approval, as specified in paragraph 3 herein,
- c. Available water by the **COUNTY**.

However, in no event will the **COUNTY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** supply and treatment capacity. If the **CITY** does not utilize the yearly amount of water or sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **CITY** in the next calendar year subject to the limitations and provisions specified herein.

20. **ALLOCATION OF CAPACITY.** The COUNTY agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and regional sanitary sewer system, once the CITY is granted necessary sewer allocation, as specified in paragraph 4 hereinabove. However, it is mutually agreed and understood by the COUNTY and the CITY that the allocation of capacity by the COUNTY does not guarantee the ability of the COUNTY to supply water for the CITY'S property or the ability to receive and dispose of sewage originating from the CITY'S property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the CITY agrees that the COUNTY shall not be liable or in any way responsible for any costs, claims or losses incurred by the CITY as a result of actions by regulatory bodies, which are related to capacity allocation.

21. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and a fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The DEPARTMENT shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the COUNTY by the CITY prior to the COUNTY'S installation of a water meter and/or the rendition of sewer service to the CITY'S property. The CITY may not place any pavers or other structures in an easement area which would prevent the DEPARTMENT, at its sole discretion, from making full use of the easement, and the CITY shall remove same, at the CITY'S cost, at the direction of the COUNTY. The CITY may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the DEPARTMENT, in the event that such pavers or other structures need to be removed in order for the DEPARTMENT to make use of the easement; the CITY places such pavers or other structures in the easement area at its own risk, and the DEPARTMENT shall not be liable for any costs incurred by the CITY in replacing any such pavers or other structures removed by the DEPARTMENT.

22. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the CITY who own property, other than the CITY'S property, which has frontage to any gravity water main and/or gravity sewer main installed pursuant to this Agreement, may apply to the COUNTY for connections to said water main and/or gravity sewer main. If said parties actually connect and/or abut said facilities, the COUNTY will impose a construction connection charge equal to thirty-five dollars (\$35.00) for the twelve (12) inch water main and twenty-nine dollars (\$29.00) for the eight (8) inch gravity sewer main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the water main and /or gravity sewer main, as measured along the route of the main(s). The COUNTY will also impose construction connection charges on such other parties if said gravity water main and/or gravity sewer main is required, in accordance with guidelines and criteria established by the DEPARTMENT, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The COUNTY shall repay said construction connection charges to the CITY within ninety (90) days of receipt of same. However, the COUNTY'S liability for repayment to the CITY shall be limited to those amounts actually collected from

others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the water main and/or gravity sewer main facilities constructed by the CITY. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the gravity sewer main facilities constructed by the CITY to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the connecting/abutting party. It shall be the CITY'S responsibility to provide the COUNTY with current mailing addresses during the twelve (12) year period. In accordance with the DEPARTMENT'S "Schedule of Water and Wastewater Fees and Charges" the DEPARTMENT shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

23. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the COUNTY and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the CITY is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the COUNTY. The opinion shall also state that upon execution by the CITY, a valid and enforceable easement will be vested to the COUNTY. The CITY shall pay for all recording fees and for all documentary stamps. The details for all conveyances are specified herein. Failure of the CITY to provide proper conveyances shall be cause for the COUNTY to refuse to render service to the CITY'S property.

24. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and sewer facilities contemplated herein for COUNTY ownership, the COUNTY shall provide a conveyance package for execution by the CITY. The properly executed documents shall be delivered to and accepted by the COUNTY prior to the rendition of water and/or sewer service by the COUNTY. The CITY shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfactions from all persons who performed work on the CITY'S property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the CITY shall furnish the COUNTY with as-built drawings which meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations" and shall be in accordance with the latest revision of the DEPARTMENT'S "Design and Construction Standard Specifications and Details", and shall be subject to approval by the DEPARTMENT. Approval by the COUNTY of all required documents and drawings shall constitute final acceptance by the COUNTY of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the COUNTY and under the exclusive control and operation of the COUNTY.

25. **TERM OF AGREEMENT.** Both the CITY and the COUNTY recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the CITY fails to comply with any of the following conditions, where applicable:

DORAL CENTRAL PARK, ID# 31024

- a. After execution of this Agreement, work on the water and sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day, weather permitting.
- b. Once the **CITY** commences work on the water and sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

26. **INDEMNIFICATION CLAUSE.** The **CITY** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the **CITY** or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The **CITY** shall pay, subject to the limitations of **Section 768.28 Florida Statutes**, all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **CITY** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **CITY** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes**.

27. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and/or sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

28. **SERVICE CHARGES.** The CITY agrees to pay to the COUNTY the prevailing service charges for water supply and fire protection, sewage collection and disposal within the CITY'S property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the COUNTY'S regulations.

29. **USE OF FACILITIES BY COUNTY.** The COUNTY reserves the right to make full use of the water and/or sewer facilities to be owned by the COUNTY as contemplated herein to serve other customers at any time.

30. **OPINION OF TITLE.** With the execution of this Agreement, the CITY at its own expense shall deliver to the DEPARTMENT an opinion of title for the CITY'S property, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the CITY owns fee simple title to the property referred to herein.

31. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** DEP requires that prior to the rendition of any new water service by the DEPARTMENT, bacteriological tests must be performed. It is the responsibility of the CITY to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the COUNTY. The CITY may request approval for the use of floating meters prior to actual conveyance of title to the facilities to the COUNTY. However, the COUNTY may be required to execute documents to Miami-Dade Department of Regulatory and Economic Resources (RER) or State of Florida Department of Health (DOH), which state that the COUNTY has accepted title to the facilities. If the COUNTY is required to execute such documents, the CITY agrees to indemnify and hold the COUNTY harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the COUNTY in connection with the rendition of water service through the facilities constructed and installed by the CITY prior to conveyance of title to the COUNTY, including but not limited to those that result from failure to properly maintain and repair the water facilities. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes.**

32. **ASSIGNMENT OF AGREEMENT.** No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the DEPARTMENT or his designee except as noted below. The consent of the DEPARTMENT shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the DEPARTMENT for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the CITY'S property, so that the COUNTY can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the DEPARTMENT. If the CITY'S property is transferred or conveyed, the CITY shall remain

liable to the COUNTY for all sums of money and all obligations due hereunder unless released in writing by the COUNTY.

33. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the CITY and the COUNTY, made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the CITY and the COUNTY.

34. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

35. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The CITY shall pay all recording fees.

36. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

37. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

WHITE COURSE PARK, ID# 30967

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

Carolina Ribeiro
signature

Carolina Ribeiro
print name

JH
signature

Jose Hilario
print name

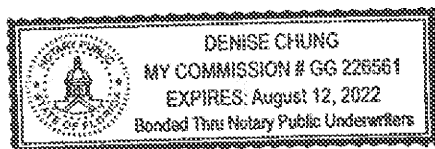
By: Sandra P. Alvarez
Sandra P. Alvarez,
New Business Manager
For: Josenrique Cueto, Interim Director
Miami-Dade Water and Sewer Department

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one) physical presence; or remote audio-visual means, this 26 day of January, 2021, by **Sandra P. Alvarez, New Business Manager, for Josenrique Cueto, Interim Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

[Signature]
Notary Public

Denise Chung
print name



Serial Number

DORAL CENTRAL PARK, ID# 31024

ATTEST:

CITY OF DORAL, A FLORIDA
MUNICIPAL CORPORATION

By:  Seal _____
signature

By:  Seal _____
signature

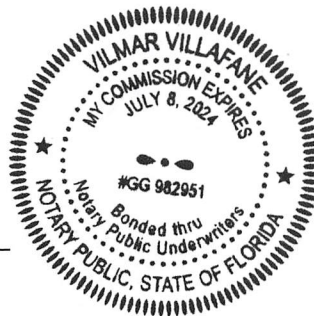
Connie Diaz, City Clerk
print name

Albert P. Childress, City Manager
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of: (check one)
 physical presence; or remote audio-visual means, this 1st day of April,
2021, by Connie Diaz, as City Clerk, and Albert P. Childress as City
Manager, of the CITY OF DORAL, a Florida municipal corporation, on behalf of the municipality.
They are personally known to me or have produced _____ as
identification and did/did not take an oath.


Notary Public



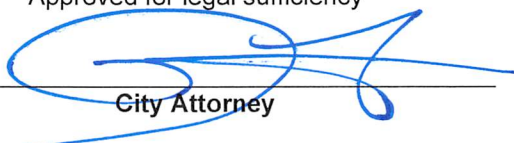
print name

Serial Number

Approved for Legal Sufficiency:

Approved for legal sufficiency

Assistant County Attorney


City Attorney

**EXHIBIT "A" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF DORAL**

LEGAL DESCRIPTION

The North Half of the Southeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida. Subject to an easement over the East 55 feet thereof for Road Right of Way purposes, containing 1.67 Acres more or less, filed June 3rd 1974 in Official Record Book 8692 at Page 578 of the Public Records of Miami-Dade County, Florida.

Also Known As:

Tract "A" and Tract "B" of "WEST DADE PARK", according to the plat thereof as recorded in Plat Book 150, at Page 34 of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF DORAL**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
RESIDENTIAL LAND USES	
Single Family Residence	210 gpd/unit (under 3,001 sq. ft.)
	310 gpd/unit (3,001-5,000 sq. ft.)
	510 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	165 gpd/unit
Apartment	135 gpd/unit
Mobile Home Residence/Park	160 gpd/unit
Duplex or Twin Home Residence	150 gpd/unit
Residential Facility/Institution:	
a) Congregate Living Facility (CLF)	75 gpd/bed
b) Apartment Dormitory	100 gpd/unit
c) Fire Station	10 gpd/100 sq. ft.
d) Jail	150 gpd/person
e) Other	100 gpd/person
COMMERCIAL LAND USES	
Airport:	
a) Common Area/Concourse/Retail	10 gpd/100 sq. ft.
b) Food Service	see restaurant use for allocation
Bank	10 gpd/100 sq. ft.
Banquet Hall (with or without kitchen)	10 gpd/100 sq. ft.
Bar, Cocktail Lounge, Nightclub, or Adult Entertainment	20 gpd/100 sq. ft.
Barber Shop	10 gpd/100 sq. ft.
Beauty Shop	25 gpd/100 sq. ft.
Big Box Retail	2.5 gpd/100 sq. ft.
Bowling Alley	100 gpd/lane
Car Wash:	
a) Manual Washing	350 gpd/bay
b) Automated Washing	5,500 gpd/bay
Coin Laundry	110 gpd/washer
Country Club with or without kitchen	20 gpd/100 sq. ft.
Dentist's Office	20 gpd/100 sq. ft.
Fitness Center or Gym	10 gpd/100 sq. ft.
Funeral Home	5 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart:	
a) Without car wash	450d/unit
b) With single automated car wash	1,750 gpd/unit
Additional single automated car wash	1,300 gpd/unit
Hospital	250 gpd/bed
Hotel or Motel	115 gpd/room

DORAL CENTRAL PARK, ID# 31024

TYPES OF COMMERCIAL LAND USES (CONTINUED)	
House of Worship	10 gpd/100 sq. ft.
Industrial use NOT discharging a process wastewater and NOT utilizing potable water for an industrial process (including but not limited to automotive repair, boat repair, carpentry, factory, machine shop, welding)	4 gpd/100 sq. ft.
Industrial use discharging a process wastewater or utilizing potable water for an industrial process based on system design and evaluation by the Department	4 gpd/100 sq. ft.
Kennel	15 gpd/100 sq. ft.
Marina	60 gpd/slip
Nail Salon	30 gpd/100 sq. ft.
Nursing/Convalescent Home	125 gpd/bed
Office Building	5 gpd/100 sq. ft.
Pet Grooming	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Public Park:	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Public Swimming Pool Facility	30 gpd/person
Recreational Vehicle (RV) Park (seasonal use)	150 gpd/space
Restaurant	
a) Fast Food	65 gpd/100 sq. ft.
b) Full Service	100 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Retail	10 gpd/100 sq. ft.
School:	
a) Day care/Nursery (adults and children)	10 gpd/100 sq. ft.
b) Regular school	12 gpd/100 sq. ft.
Self-service storage units	1.5 gpd/100 sq. ft.
Shopping Center/Mall Shell/Common Area	10 gpd/100 sq. ft.
Spa	20 gpd/100 sq. ft.
Sporting Facilities and Auditorium	3 gpd/seat
Theater	
a) Indoor	1 gpd/seat
b) Outdoor/Drive-in	5 gpd/space
Veterinarian Office	20 gpd/100 sq. ft.
Warehouse/Speculation Building	2 gpd/100 sq. ft.
Wholesale Food Preparation (including but not limited to meat markets and commissaries)	35 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

**EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF DORAL**

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Construct and connect to the County's water and sewer systems:		
Public park for 232 persons	1,160	2021 – 2022
75,556 sq. ft. of fitness center/gym	7,556	2021 – 2022
Public swimming pool for 363 persons	10,890	2021 – 2022
Theatre Drive-in for 400 spaces	2,000	2021 – 2022
GPD credit per Invoice	-250 (water credit)	n/a



miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 786-268-5360 F 786-268-5150

***ATTENTION! COVID-19 PROCEDURE UPDATE –**

PLEASE READ. FAILURE TO DO MAY RESULT IN FURTHER DELAYS*

03.02.2021 07:30AM

CITY OF DORAL
8401 NW 53RD TER
DORAL FL 33166

Re: Water and Sanitary Sewer Agreement for DORAL CENTRAL PARK, ID# 31024

Ladies and Gentlemen:

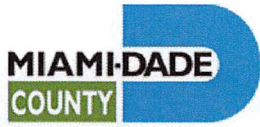
Due to the current situation, we are experiencing many challenges in the agreement procedure, and working hard to accommodate our customers. Your safety and the efficiency of our unit is very important to us. **Please read this letter carefully.** We are all in this together, and we thank you in advance for your patience and understanding.

BEFORE bringing in executed Agreement, please email FIRST, for our review the documentation signature pages and the completed executed opinion of title to our Service Desk Distribution List, at WASD-NBServDesk@miamidade.gov. This will save unnecessary trips to our office if there is an error or a revision needed.

After depositing any agreement documents into the agreement box in the Lejeune office lobby, send an email to our Service Desk Distribution List, at WASD-NBServDesk@miamidade.gov, to notify us that you have dropped off items. This is very important to ensure proficient, timely processing.

We are pleased to enclose the water and sewer document for **DORAL CENTRAL PARK, ID# 31024**. The County's offer of those terms and conditions contained in the document shall expire six (6) months from the date of this letter.

If the document is satisfactory, please print one (1) set for execution and return to us with one (1) original Opinion of Title using our format enclosed (**NOTE:** If you do not follow our format, your Opinion of Title could be rejected), Opinion must cover the time period to within 30 days prior to submittal of signed documents (For Covenants and Unity of Title, Opinion must cover the time period through the date of the execution), and a check in the amount of the fees listed below made payable to the **Miami-Dade Water and Sewer Department**; this does not include, any amounts due as specified in the documents.



miamidade.gov

Water and Sewer

PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 786-268-5360 F 786-268-5150

Fixed Fee Item	List Prices (\$)	Total Quantity	Total Fee (\$)
Water Allocation Certificate - Initial	90	1.00	90.00
Recording Fee - 1st Page Only	10	1.00	10.00
Recording Fee - Per Page after 1st	8.5	17.00	144.50
FIXED FEES GRAND TOTAL (\$):			\$ 244.50

For on-line payment please go to <http://www.miamidade.gov/water/construction-development-payments.asp>.

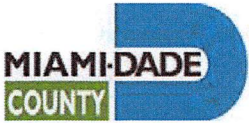
Please note the legal description on the Opinion of Title should match the legal description initially submitted to the Department for the agreement preparation. Failure of the legal descriptions to match will result in time delays for your project. The documents shall not be binding upon either party until executed by the Department on behalf of the County and all monies due are received. Please refer to eBuilder for a fully executed & recorded copy.

This instrument was prepared using the information provided to us by the property owner and/or its agent.

If you have any questions regarding the agreement offer, please contact the New Business Contracts unit at WASD-NBContracts@miamidade.gov

Sincerely,

Denise Chung
New Business Division



Water & Sewer Department
New Business Office
 P.O. Box 330316
 Miami, FL 33233-0316

Invoice

Invoice Number N00089525
 Customer Number 00004854
 Invoice Date March 2, 2021
 Business Process Number (X)
Total Amount Due **\$244.50**

CITY OF DORAL
 8401 NW 53RD TERRACE
 DORAL FL 33166

ATTN:

Note:
 Agmt WSC fee & Recording fee for_31024_Doral Central Park

ER Water
 ER Sewer
 Agreement ID 31024

Description	JO/Agmt	Qty	UOM	Unit Price	Charge Amt	Interest	Line Total
Water Alloc Cert Initial		1	EA	90.00	90.00	0.00	90.00
Recording Fee 1st Page		1	EA	10.00	10.00	0.00	10.00
Recording Fee Per Pge Aft 1st		17	EA	8.50	144.50	0.00	144.50
Total Standard Charges							\$244.50

Total Invoice **\$244.50**

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.



Miami-Dade Water & Sewer Department

New Business or Special Billing Web Payments

To print this page press CTRL + P or right click on your mouse and select Print from the menu.

Confirmation Number:	0614424698422
Payment Date:	Tuesday, March 2, 2021
Payment Time:	10:58AM ET

Payer Information

Name:	Micheal Trader
Street Address:	3394 Somerset Trace SE West Marietta, GA 30067 United States
Daytime Phone Number:	(404) 536 - 7749
E-mail Address:	Micheal.Trader@aecom.com
Invoice #:	N00089525
Customer #:	00004854
Name:	CITY OF DORAL
Invoice Amount:	\$244.50

Card Information

Card Type:	MasterCard
Card Number:	*****2307
Card Verification Number:	****

Payment Information

Payment Type:	New Business or Special Billing Web Payments
Payment Amount:	\$244.50
Convenience Fee:	\$4.89
Total Payment:	\$249.39

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future, please visit our website at acipayonline.com.



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