

CFN: 20160500733 BOOK 30207 PAGE 751
DATE:08/25/2016 04:26:15 PM
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HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**Prepared by
and Returned to:**
Magda Marcelo-Robaina, Esq.
Marcelo Law Group
6505 Blue Lagoon Drive, Suite 130
Miami, Florida 33126

City of Doral
Attn: Planning and Zoning Department
8401 NW 53rd Terrace
Doral, FL 33166

STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT (the "Agreement") is made this 24 day of August, 2016 ("Effective Date") by and between **CITY OF DORAL** ("Grantor"), a political subdivision of the State of Florida, whose mailing address is 8300 NW 53rd Street, Doral, Florida 33166, and **FLIGHTWAY TEN, LLC** ("Grantee"), a Florida limited liability company, whose mailing address is 890 South Dixie Highway, Coral Gables, Florida 33134. Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties,"

RECITALS

WHEREAS, Grantor is the fee simple owner of certain real property located in Miami-Dade County, Florida, as more particularly shown and described in Exhibit "A1" ("City Parcel"), that contains a certain area that is the subject of this Agreement, as more particularly shown and described in Exhibit "A2" and Exhibit "A3", both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, so as to meet certain requirements associated with the development of a certain project on Grantee's property, with the "Grantee Parcel" and "Grantee Project" more particularly shown and described in Exhibits "B1", respectively, both of which are attached hereto and incorporated herein by this reference, Grantee desires and has requested from Grantor, and the Grantor has agreed to grant and convey to the Grantee, a non-exclusive drainage and retention easement in favor of the Grantee Parcel (the "Easement") into, on, over, across, through and upon the City Parcel to allow drainage, flowage, retention and detention of stormwater from Grantee Parcel, under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND PROVISIONS

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and made a part hereof by this reference, the monetary consideration, mutual benefits, covenants, agreements and promises contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Grantor and Grantee agrees as follows:

1. **Grant.** Grantor hereby grants, declares, and conveys to Grantee, and Grantee hereby accepts from Grantor, its successors and assigns, appurtenant to and for the benefit of the Grantee Parcel, this non-exclusive Easement into, on, over, across, through and upon the Easement Area, for the purposes of allowing the drainage, flowage, retention, and detention of stormwater from the Grantee Parcel, in such quantities as conditioned in the construction plans approved, and the corresponding building permits issued, by the Grantor for the construction of the Project, subject to the conditions specified herein. This Easement shall be perpetual, unless terminated by mutual agreement of Grantor and Grantee and/or their respective successors in interest, abandonment, and/or a redevelopment, modification, and/or alteration of the Grantee Parcel that results in a substantial increase in the intensity and/or density of uses. The purpose and use of this Easement shall also include the right, in favor of Grantee to: (i) temporarily enter upon the City Parcel as may be reasonably necessary to enjoy fully the Easement and the rights granted herein; (ii) construct, operate, maintain repair, and replace dully permitted by the City of Doral Building Department improvements installed or used by Grantee within the Easement Area to accomplish the use provided herein (“Drainage Improvements”); and (iii) make other improvements on the City Parcel as agreed upon herein. Grantee’s use of Easement Area shall always be subordinate Grantor’s rights to and in the City Parcel.

2. **Consideration.** As partial consideration for the grant of the Easement, Grantee shall pay a biannual fee to Grantor in lawful currency of the United States of America in the amount of Twenty four Thousand Six Hundred Fifty Dollars and No Cents (\$24,650.00), plus sales tax if applicable (the “Easement Fee”), commencing upon the effective date of this Agreement and then upon the 1st day of each biannual period thereafter for the life of this Agreement, in the form of a regular bank check, cashier’s check, or money order. As additional consideration, Grantee hereby agrees to construct certain improvements to the City Parcel, outside of the Easement Area, as identified in Exhibit “C” (“Additional Improvements”), which are incorporated herein and made a part hereof by this reference. Notwithstanding, Grantee shall be entitled to offset the cost of all improvements constructed outside the Easement Area as identified within Exhibit “C” in the form of Impact Fee credits normally and customarily imposed by Grantor or other means acceptable to the parties including but not limited to credits against quarterly payments identified herein.

3. **Grantor’s Representations; Reservations; and Declarations.** Grantor hereby covenants with Grantee that: (i) Grantor is the lawful owner of the City Parcel in fee simple, with all rights and privileges appurtenant thereto; (ii) Grantor warrants the title to the City Parcel and will defend the same against lawful claims of all persons claiming by, through, or under the Grantor but not otherwise; (iii) the Easement Area is free of any encumbrances that would limit, restrict, or impede the Easement. Grantor reserves and retains all other property rights in and to the City Parcel, including, without limitation, the right to use the Easement Area, so long as such use does not unreasonably interferes with Grantee’s use as contemplated herein. Grantor expressly reserves the right to expand or otherwise reconfigure the Easement Area as may be necessary to accomplish concurrent or additional use of the Easement Area, provided that it does not interfere with Grantee’s use of the Easement. Grantor reserves the right to enter upon the City Parcel at any time and Grantee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees accordingly. Grantor may at its sole discretion, install and/or permit others to install facilities upon, over and/or under the surface of the Easement

Area. In the event the City disturbs or damages the Drainage Improvements, the City shall promptly repair and restore such Drainage Improvement(s) to the same, or as good, condition as existed prior to said disturbance or damage.

4. Conditions and Restrictions On Use.

(a) Grantee shall at its sole cost and expense, comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the City Parcel or use of the City Parcel. Grantee shall employ agricultural and other land management practices standard in Miami-Dade County according to the purpose for which this Easement is granted and for the protection of the City Parcel. Grantee shall not designate or use the City Parcel to satisfy or comply with any minimum required parking code. Grantee shall not within the City Parcel construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement, except for the Park Improvements and the Drainage Improvements, without the prior written permission of Grantor and Florida Power & Light. All work to be performed by Grantee upon the City Parcel shall be in accordance with details plans and specifications to be prepared by Grantee and submitted to Grantor for written approval thereof. Grantee shall not commence any such work, until plans, specifications, and permits have been approved by Grantor. Grantee shall pay directly on its own behalf for all costs associated with construction and maintenance of all Drainage Improvements that it constructs, operates and maintains upon the City Parcel. All fences, gates, lighting systems and irrigation systems installed by Grantee shall be electrically grounded according to Grantor's specifications. Grantee shall not cause or allow any waste of the City Parcel and shall not remove soil, import soil or alter the existing surface elevation of the City Parcel without first obtaining written permission of Grantor.

(b) Grantee shall not use the City Parcel in any manner which, in the sole opinion of Grantor, might interfere with Grantor's use of the City Parcel or might cause a hazardous condition to exist. Grantee acknowledges that electrical equipment and appurtenances including, but not limited to, utility poles, overhead and underground wires, cables, circuits, insulators, transformers, guy wires, and guy wire anchors (collectively "FPL Facilities" and within existing FPL easement), are installed or may be installed or may be installed over, upon and under the surface of the City Parcel by Grantor and by others and are conductors of high-voltage electricity. Grantee understands that contact with or disturbance of any of these Grantor Facilities may cause a condition hazardous to persons and/or property. Grantee shall exercise extraordinary precaution to prevent injury or damage to persons and/or property that could result from contact with or disturbance of Grantor Facilities. Grantee shall notify its employees, agents, contractors, subcontractors, Grantees and invitees of the existence of Grantor Facilities. Grantee shall pay for all utility and other services furnished to or for Grantee upon when working in the vicinity of the Licensed Facilities.

(c) Grantee shall not install any improvements within twenty-five (25) feet of Grantor Facilities, unless Grantee first obtains prior written approval from Grantor. Grantee shall not cause or allow anything to exceed fourteen (14) feet in height above the surface of the City Parcel, nor allow any equipment capable of extending greater than fourteen (14) feet above the surface of the City Parcel to be brought upon the City Parcel, except that this provision shall not apply to equipment and items brought onto the City Parcel by Grantor or Grantor's employees,

agents, and contractors. Grantee shall utilize effective dust control measures to prevent contamination of high-voltage circuit insulators. In each and every location where an electrical circuit exists above the ground surface of the City Parcel, Grantee shall not allow to be planted or rooted in the ground within less than fifty (50) lateral feet of such circuit, any type of vegetation that is capable of growing to a height of fourteen (14) feet or more above the ground surface. Grantee may, anywhere upon the City Parcel, grow any type of vegetation that is planted and rooted in a pot or container where the volume capacity of the pot or container does not exceed twenty-five (25) gallons and where no part of the pot or container exists below the surface of the ground that touches the pot or contained. Vegetation planted and rooted in a pot or contained shall not be allowed at any time to exceed a height of fourteen (14) feet above the ground surface of the City Parcel. Grantor shall have the right, but no form of obligation, to inspect the City Parcel to determine if Grantee in compliance with all terms, conditions and provisions of this License.

5. **Environmental.**

(a) Grantee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed upon, under, transported across, or stored upon the City Parcel, which restrict, impairs, interferes with, or hinders the use of the City Parcel by Grantor or the exercise by Grantor of any of its rights thereto.

(b) After the Effective Date, Grantee may perform a Phase I and/or Phase II environmental site assessment as per ASTM criteria to investigate the existing environmental condition of the City Parcel that is the subject of this License. The performance or the failure to perform an environmental site assessment does not relieve the Grantee from compliance with any other provision of this section. Grantee shall maintain copies of any local, state or federal permits, licenses or other authorizations required for any and all of its activities on the City Parcel and present copies of such permits, licenses or other authorizations to Grantor and to any local, state and federal governmental agency official that requests to see the same.

(c) Grantee shall not create or contribute to any Environmental Contamination, unauthorized or Unpermitted Wetland Impacts, Unpermitted Groundwater Wells, illegal Use of Ground or Surface Waters or any Other Environmental Impacts, (collectively, referred to as "Environmental Conditions") as a result of its use of the City Parcel.

(1) Environmental Contamination is defined as any spilling or discharge of any chemical constituent by the Grantee to the environment that results in any pollution, sheen or contamination of the groundwater, surface water, soil, or any other environmental media, on or from the City Parcel, above the federal, state or local regulatory levels; including, (a) for groundwater: Chapters 62-777, Table I, 62-520, or 62-550 of the Florida Administrative code "FAC"; (b) for surface waters: Chapters 62-777, Table I, or 62-302 of the FAC; and (c) for soils: Chapters 62-777, FAC, Table II; or above natural background levels.

(2) **Wetland Impacts** are defined as activities impacting areas defined as “wetland” under the following: (a) federal law (for example, Section 404 of the Clean Water Act); (b) federal rules (for example, curFee approved Army Corps of Engineers (“ACOE”) Delineation Manual); (c) federal guidance; (d) state law (for example, Section 373.019 (22), Florida Statutes); (e) state rules (for example, Chapter 62-340, FAC); (f) state guidance; (g) case law as formulated that further explains wetland jurisdictional criteria; or (h) local law (for example, Miami-Dade County Ordinances; (i) local guidance; or (j) local policy. Unauthorized or Unpermitted Wetland Impacts shall mean the failure to obtain all required federal, state and local permits to impact the wetland or undertaking any action or activity in violation of any such permits. Some examples of permits needed to impact the wetland are the Miami-Dade County Department of Environmental Resources Management Permits, the State of Florida Department of Environmental Protection or Water Management District Permits, and the Federal ACOE Permits.

(3) **Unpermitted Groundwater Wells** means the installation or the use of an existing groundwater well without obtaining the appropriate state and local permits for the well installation and/or well pumping for use of groundwater or surface water in the area.

(4) **Illegal Use of Ground or Surface Waters** means the withdrawal or use of either ground water or surface water without obtaining any required consumptive use or water use permits from the South Florida Water Management District (“SFWMD”) or in violation of any consumptive use or water use permit issued by SFWMD.

(5) **Other Environmental Impacts**, include, but are not limited to: failure to apply pesticides consistent with labeling instructions; failure to dispose of pesticide containers as per label instructions; failure to have licensed and trained personnel applying pesticide; failure to properly manage pesticide mix/load sites to avoid pesticide release to soils or surface waters in quantities or concentrations other than that specified on the label application instructions; or any violations of Federal Insecticide, Fungicide, and Rodenticide Act, or its state law equivalent; or any violations of the Florida Department of Agriculture and Consumer Services rules or Best Management Practices for the activities contemplated by this Agreement.

(d) If the Grantee causes any Environmental Conditions to occur because of the performance of activities contemplated by this Agreement, Grantee shall notify Grantor immediately upon discovery. Grantee acknowledged that the failure to deliver such notification may cause Grantor to file a damage claim against Grantee and confers to Grantor the right to terminate this Agreement as set forth in Section 8. Within seventy-two (72) hours of discovering such Environmental Conditions, Grantee shall, at its sole cost and expense, correct such condition or situation; provided that the Grantor retains the right to enter upon the City Parcel and correct any such condition or situation at any time. Any release notifications required to be submitted to federal, state or local regulatory agencies, because of the actions of Grantee pursuant to this License or any other notifications based on Environmental Conditions, shall be coordinated with Grantor.

(e) If the Grantee, or its employees, contractors, subcontractors or anyone else working at the direction of the Grantee causes Environmental Conditions on the City Parcel, or causes

contamination that originates on the City Parcel, the Grantee, on its own behalf and on behalf of its shareholders, officers, directors, employees, servants, agents, and affiliates, (collectively "Grantor Entities") of and from all claims, demands, costs, loss of services, compensation, actions or investigations on account of or in any way growing out of the Environmental Conditions, and from any and all known and unknown, foreseen and unforeseen damages, and the consequences thereof, resulting from the Environmental Conditions, including but not limited to, restoration of the site to the condition existing prior to the Environmental Conditions.

6. **Right to Cure.** Grantor, at its sole discretion, may remove or cause to be removed by it or by its employees, agents, contractors, subcontractors, Grantees, and invitees, all object, materials, debris, or structures that could create a condition hazardous to persons or property or interfere with Grantor's use of its City Parcel or with Grantor Facilities. All costs expended by Grantor pursuant to this section which are caused by Grantee, its employees, agents, contractors, subcontractors, licensees, and invitees, are and shall be the sole obligation of Grantee, who shall reimburse Grantor upon demand. If any of Grantee's activities or Grantee's use of the City Parcel results in an interruption of electric utility service, then Grantee shall reimburse Grantor and Florida Power & Light for all costs related to each such interruption, including, but not limited to Grantor's and Florida Power & Light's lost revenue and costs to restore electric utility service.

7. **No Encumbrances.** Grantee expressly covenants and agrees that the City Parcel shall not be subject to any encumbrance by any mortgage, lien, financial instrument or other agreement outside of or in addition to this License and the current easement with Florida Power and Light, nor shall the City Parcel be liable to satisfy any indebtedness that may result from Grantee's operation or activity.

8. **Indemnity.** Notwithstanding any other provision in this Agreement to the contrary, City, its affiliates, and its respective officers, directors, agents and employees (hereinafter referred to as "City Entities") shall not be liable for any injury to person(s) or damage to property arising out of or in connection with Grantee's occupancy and use of the Land, unless caused by the intentional actions of City Entities, and/or any operations carried on by Grantee or any public, quasi-public or private companies, or governmental agencies or affiliated entities, or for loss of property by theft, associated with Grantee's use of the City Parcel pursuant to this Agreement. Grantee shall assume all risk of loss of or damage to its own property and that of its patrons, agents, contractors or independent contractors, however occurring, except as may otherwise be specially provided under the terms of this Agreement. Grantee further agrees to indemnify and hold harmless City Entities from and against all claims, damages, losses and expenses, including attorney's fees at both the trial and appellate level, arising out of, resulting from or in any way related to, the occupancy and/or use by Grantee of the Land or Grantee's performance of the terms, conditions and provisions set forth in this Agreement, subject to the provisions of, and limitations set forth in, Section 768.28, Florida Statutes. This paragraph shall survive the earlier termination of this Agreement.

9. **Insurance.** Grantor, at all times during the entire term of this Agreement, shall maintain adequate general liability insurance in compliance with all applicable laws, including, but not limited to Section 768.28, Florida Statutes, for the benefit of the City Parcel, and such coverage

shall extend to and provide protection for any and all claims arising out of or in connection with Grantee's occupancy and use of the City Parcel. In addition to the aforementioned coverage, Grantee shall maintain general liability, owners and contractors protective liability, and such other insurance coverage as the City may deem necessary, in its reasonable judgment, with limits of One Million Dollars and No Cents (\$1,000,000.00) per occurrence for fatality, personal injury and/or property damage each, arising out of or in connection with Grantee's occupancy and use of Grantor's Land; however, such additional coverage shall not be deemed to relinquish Grantee from its duty and obligation to comply with any and all terms, conditions and provisions as set forth in this Agreement. Any costs incurred by Grantor associated with insurance coverage for any and all claims arising out of or in connection with Grantee's occupancy and use of the City Parcel shall be added to and incorporated into the Easement Fee on an annual basis to be paid by Grantee to Grantor and may be adjusted for future annual periods by the insurer.

10. **No Transfer.** Nothing contained in this Agreement shall be deemed to constitute a grant or conveyance of any interest in public land to Grantee, other than the Easement created herein. Grantee shall not, without the prior written consent of Grantor, allow any other entity or party to occupy or use the City Parcel or in any way transfer, assign, lease, sublease, license, sublicense or in any other manner, convey the Easement granted by way of this Agreement to any entity or party not specifically named herein by Grantor as a party to this Agreement. Grantee shall neither pledge this Easement, nor enter into any license, concession agreement, mortgage, contract or other agreement that conflicts with or is contradictory to the terms and provisions of this Agreement.

11. **Waiver of Jury Trial.** Grantee knowingly, voluntarily and intentionally waives any and all right(s) it may have to a trial by jury with respect to any litigation based upon, or arising from, under, or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of Grantee. In any and all litigation arising out of or in connection with enforcement of the terms, conditions or provisions of this Agreement, the prevailing party in such litigation shall be entitled to recovery of each and all of its costs, including reasonable attorneys' fees.

12. **Applicable Law and Venue; Construction.** This Agreement, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Florida. All legal matters arising out of, or in connection with this Agreement are and shall be subject to a court of competent jurisdiction within the State of Florida. If any term, condition or provision, or any part thereof, is found by a Florida court to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this Agreement. The Parties hereby acknowledges that each has participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall do so more stringently against one party than the other.

13. **Recordation; Entire Agreement; Time; Waiver.** This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, and constitutes the entire agreement between the parties hereto and relative to the Easement, and any agreement or representation which is not

expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both Grantor and Grantee in order to be deemed valid and enforceable. Time is of the essence. and no extension of time shall be deemed granted unless made in writing and executed by both Grantor and Grantee. If Grantor fails or elects to not enforce Grantee's breach of any term, condition or provision of this Agreement, then Grantor's failure or election to not enforce Grantee's breach shall not be deemed a waiver of Grantor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this Agreement.

14. **Notices.** All notices associated with and related to this Agreement shall be deemed to have been served upon the date and time received by Grantor or Grantee at the addresses set forth in the Preamble by: government postal service, private delivery service or by electronic mail. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be signed and executed effective as of the Effective Date.

Witnesses for Grantor



Signature

Eanid La Rosa

Print Name



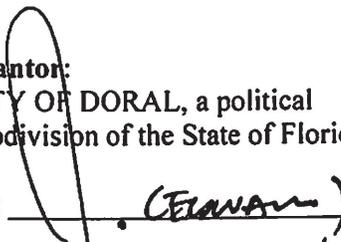
Signature

Jennifer Laffita

Print Name

Attest: 
Name: Connie Diaz
Title: City Clerk

Grantor:
CITY OF DORAL, a political
Subdivision of the State of Florida

By:  _____

Name: EDUARDO A. ROJAS

Title: CM

Approved as to form and legal sufficiency
for the sole use and reliance of the City of Doral

[Signature]
Weiss Serota Helfman Cole & Bierman, PL
City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward A. Rojas, as City manager of the City of Doral, a political subdivision of the State of Florida, who executed the foregoing instrument and who acknowledged that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this 24 day of August, 2016.



[Signature]
Notary Public, State of Florida
At Large
My Commission Expires:

Personally known
 Produced ID
Witnesses for Grantee

[Signature]
Signature
CRISTINA SIMAS
Print Name
[Signature]
Signature
ALFREDO BEATO
Print Name

Grantee:
FLIGHTWAY TEN, LLC,
a Florida limited liability company
By: [Signature]
Name: HAYDÉE CERILLOS VAZQUEZ
Title: MANAGER

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Haydee Ceballos Vazquez, as Manager of Flightway Ten, LLC, a Florida limited liability company, who executed the foregoing instrument and who acknowledged that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this 14 day of JULY, 2016.



Gabrielle Bestulich
Commission #FF935326
Expires: November 11, 2019
Bonded thru Aaron Notary

A handwritten signature in black ink, appearing to read "GB", written over a horizontal line.

Notary Public, State of Florida
At Large
My Commission Expires: 11/11/19

Personally known
 Produced ID

INSTRUMENT PREPARED BY:

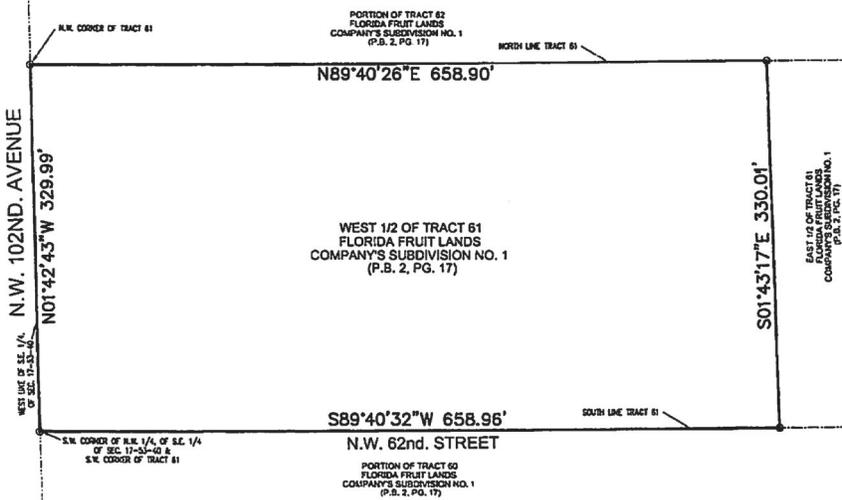
ROYAL POINT
LAND SURVEYORS, INC.
LBA 7302
PHONE: 305-827-6057 • FAX: 305-827-9569
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL 33014
WEB NUMBER: RP16-0456

SKETCH AND LEGAL DESCRIPTION

Exhibit A1



SCALE: 1" = 80'



LEGAL DESCRIPTION:

The West 1/2 of Tract 61, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. Containing 217,381 square feet (4.99+/- acres)

SURVEYOR'S CERTIFICATE:

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction is based on the recorded plat of "EUROPEAN INDUSTRIAL PARK" according to the Plat thereof as recorded in Plat Book 164, at Page 3, of the Public Records of Miami-Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ALL RECORDS OF THIS will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

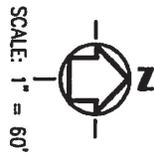
SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SURVEYED AND DESCRIBED PORTION of the real property described hereon.
I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

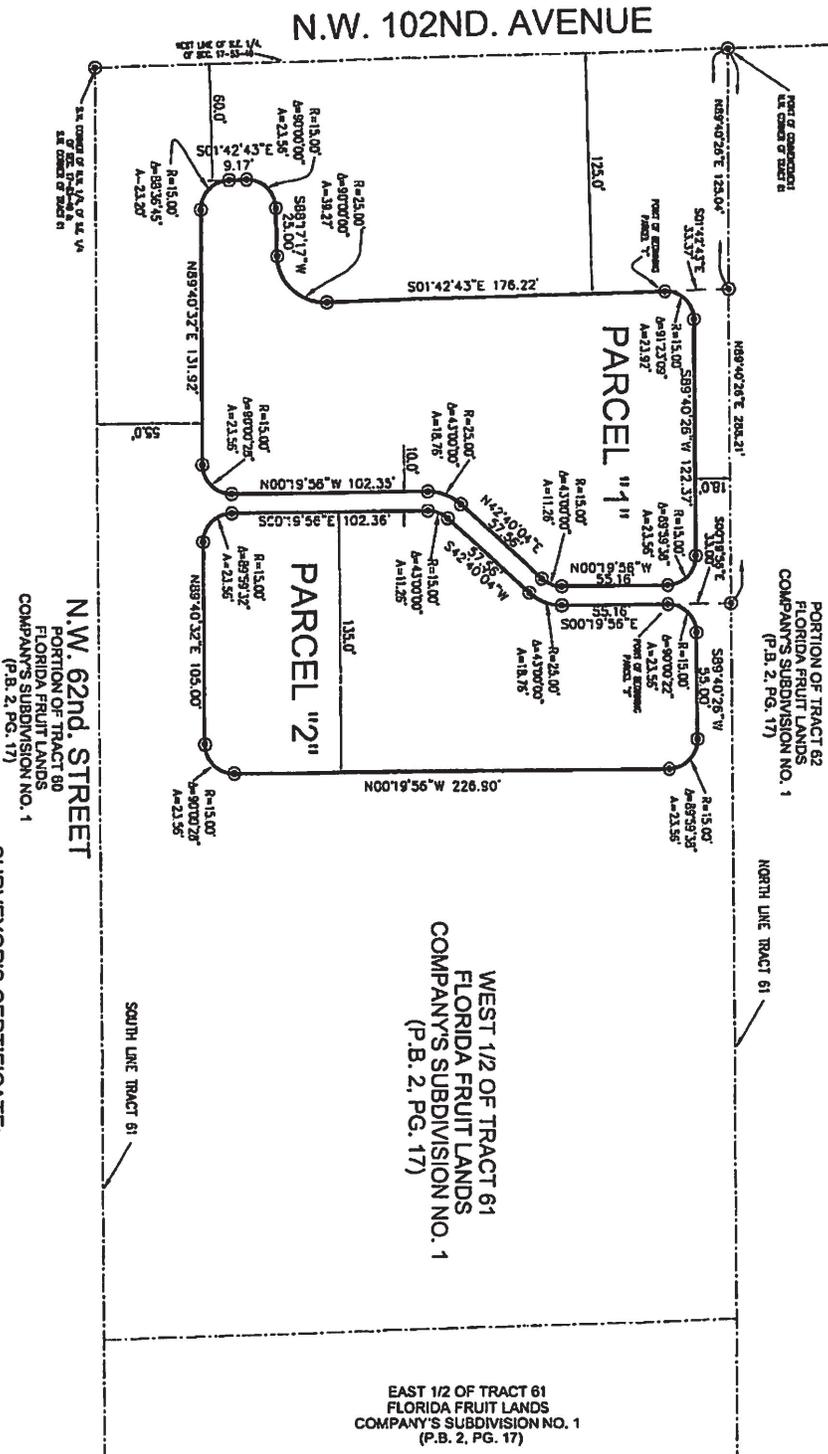

Pablo J. Altobelli P.E.M.
Professional Surveyor & Mapper
State of Florida Reg. No. 5860
Dated: May 8, 2015

INSTRUMENT PREPARED BY:

ROYAL POINT
LAND SURVEYORS, INC.
PHONE: 305-922-0822 • FAX: 305-927-8899
6175 NW 125th STREET SUITE 371
MIAMI FL 33184
CEN NUMBER: 8770-2435



SKETCH AND LEGAL DESCRIPTION



- SURVEYOR'S CERTIFICATE:**
- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
 - 2) North arrow direction is based on the recorded plat of "EUROPEAN INDUSTRIAL PARK" according to the Plat thereof, as recorded in Plat Book 164, at Page 3, of the Public Records of Miami-Dade County, Florida.
 - 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
 - 4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ALL PLATS OF RECORD will have to be made to determine recorded instruments, if any affecting this property.
 - 5) No title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the actual field work and that I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 171, Florida Administrative Code.

[Signature]
 Rogelio J. Aizawa, P.S.A.
 Professional Surveyor & Mapper
 State of Florida Reg. No. 3580
 Dated: May 8, 2015

SKETCH AND LEGAL DESCRIPTION

Exhibit A2

INSTRUMENT PREPARED BY:



LEGAL DESCRIPTION (PARCEL "1"):

A portion of the West 1/2 of Tract 61, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 61; Thence run N.89°40'26"E. along the North line of said Tract 61 for a distance of 125.04 feet to a point; Thence run S.01°42'43"E. along a line that lies 125 feet East of and parallel with the West line of said Tract 61 for a distance of 33.37 feet to the Point of Beginning of parcel of land hereinafter to be described; Thence continue S.01°42'43"E. along said parallel line for a distance of 176.22 feet to a point of curvature of a circular curve, concave to the Northwest and having for its elements a radius of 25 feet and a central angle of 90°00'00"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 39.27 feet to a point of tangency; Thence run S.88°17'17"W. for a distance of 25.00 feet to a point of curvature of a circular curve, concave to the Southeast and having for its elements a radius of 15 feet and central angle of 90°00'00"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency; Thence run S.01°42'43"E., along a line that lies 60 feet East of and parallel with the West line of said Tract 61 for a distance of 9.17 feet to a point of curvature of a circular curve, concave to the Northeast and having for its elements a radius of 15 feet and central angle of 88°36'45"; Thence run Southeasterly along the arc of said circular curve for an arc distance of 23.20 feet to a point of tangency with a line that lies 55 feet North of and parallel with the South line of said Tract 61; Thence run N.89°40'32"E. along said parallel line for a distance of 131.92 feet to a point of curvature of a circular curve, concave to the Northwest and having for its elements a radius of 15 feet and central angle of 90°00'28"; Thence run Northeasterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency; Thence run N.00°19'56"W. for a distance of 102.35 feet to a point of curvature of a circular curve, concave to the Southeast and having for its elements a radius of 25 feet and central angle of 43°00'00"; Thence run Northeasterly along the arc of said circular curve for an arc distance of 18.76 feet to a point of tangency; Thence run N.42°40'04"E. for a distance of 57.56 feet to a point of curvature of a circular curve, concave to the Northwest and having for its elements a radius of 15 feet and central angle of 43°00'00"; Thence run Northeasterly along the arc of said circular curve for an arc distance of 11.26 feet to a point of tangency; Thence run N.00°19'56"W. for a distance of 23.56 feet to a point of tangency with a line that lies 18 feet South of and parallel with the North line of said Tract 61; Thence run S.89°40'26"W., along said parallel line, for a distance of 122.37 feet to a point of curvature of a circular curve, concave to the Southeast and having for its elements a radius of 15 feet and central angle of 91°23'09"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 23.92 feet to a point of tangency, also being the Point of Beginning, said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. Containing 33,215 square feet (0.7625+/- acres)

LEGAL DESCRIPTION (PARCEL "2"):

A portion of the West 1/2 of Tract 61, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 61; Thence run N.89°40'26"E. along the North line of said Tract 61 for a distance of 288.21 feet to a point; Thence run S.00°19'56"E. for a distance of 33.00 feet to the Point of Beginning of parcel of land hereinafter to be described; Thence continue S.00°19'56"E. for a distance of 55.16 feet to a point of curvature of a circular curve, concave to the Northwest and having for its elements a radius of 25 feet and central angle of 43°00'00"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 18.76 feet to a point of tangency; Thence run S.42°40'04"W. for a distance of 57.56 feet to a point of curvature of a circular curve, concave to the Southeast and having for its elements a radius of 15 feet and central angle of 43°00'00"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 11.26 feet to a point of tangency; Thence run S.00°19'56"E. for a distance of 102.36 feet to a point of curvature of a circular curve, concave to the Northeast and having for its elements a radius of 15 feet and central angle of 89°59'32"; Thence run Southeasterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency with a line that lies 55 feet North of and parallel with the South line of said Tract 61; Thence run N.89°40'32"E., along said parallel line, for a distance of 105.00 feet to a point of curvature of a circular curve, concave to the Northwest and having for its elements a radius of 15 feet and central angle of 90°00'28"; Thence run Northeasterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency; Thence run N.00°19'56"W. for a distance of 226.90 feet to a point of curvature of a circular curve, concave to the Southwest and having for its elements a radius of 15 feet and a central angle of 89°59'38"; Thence run Northwesterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency with a line that lies 18 feet South of and parallel with the North line of said Tract 61; Thence run S.89°40'26"W. along said parallel line for a distance of 55.00 feet to a point of curvature of a circular curve, concave to the Southeast and having for its elements a radius of 15 feet and a central angle of 90°00'22"; Thence run Southwesterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency, also being the Point of Beginning, said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. Containing 29,155 square feet (0.6693+/- acres)

SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 29-17, Florida Administrative Code.

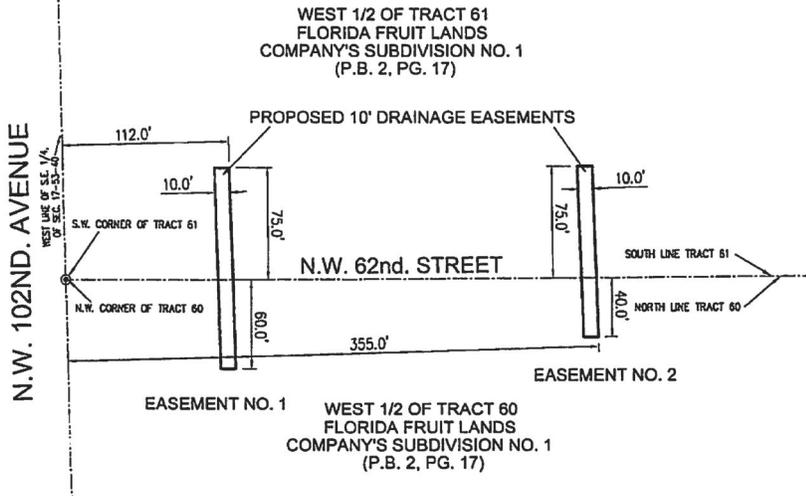
Pablo J. Alvarez P.S.M. Professional Surveyor & Mapper State of Florida Reg. No.5650 Dated: May 8, 2016

INSTRUMENT PREPARED BY:

ROYAL POINT
LAND SURVEYORS, INC.
L.S.F. 7382
PHONE: 305-822-6652 • FAX: 305-827-9569
5175 NW 153rd STREET SUITE 321
MIAMI LAKE FL 33014
JOB NUMBER: RP16-0557

SKETCH AND LEGAL DESCRIPTION

Exhibit A3



SURVEYOR'S CERTIFICATE:

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction is based on the recorded plat of "EUROPEAN INDUSTRIAL PARK" according to the Plat thereof, as recorded in Plat Book 164, at Page 3, of the Public Records of Miami-Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of RECORDED INSTRUMENTS will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for

SURVEYOR'S CERTIFICATE:

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

Pablo J. Alfonso P.S.M.
Professional Surveyor & Mapper
State of Florida Reg. No. 5880
Dated: June 8, 2016

LEGAL DESCRIPTION: (EASEMENT NO. 1)

The East 10 feet of the West 112 feet of the South 75 feet of Tract 61 and the East 10 feet of the West 112 feet of the North 60 feet of Tract 60, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LEGAL DESCRIPTION: (EASEMENT NO. 2)

The East 10 feet of the West 355 feet of the South 75 feet of Tract 61 and the East 10 feet of the West 355 feet of the North 40 feet of Tract 60, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

INSTRUMENT PREPARED BY:

ROYAL POINT
LAND SURVEYORS, INC.
LSP 7102
PHONE: 305-827-6662 • FAX: 305-827-9569
6175 NW 153rd STREET SUITE 371
MIAMI LAKE FL 33014
JOB NUMBER: RP16-0657

SKETCH AND LEGAL DESCRIPTION

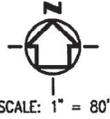


Exhibit B1

LEGAL DESCRIPTION:

The West 1/2 of Tract 60, LESS the North 30 feet thereof and LESS the West 35 feet thereof and LESS that external area formed at the Northwest corner by a 25 foot radius curve being tangent to a line that lies 30 feet South of and parallel with the North line of said Tract 60 and being tangent to a line that lies 35 feet East of and parallel with the West line of said Tract 60, of "Florida Fruit Lands Company's Subdivision No. 1", according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

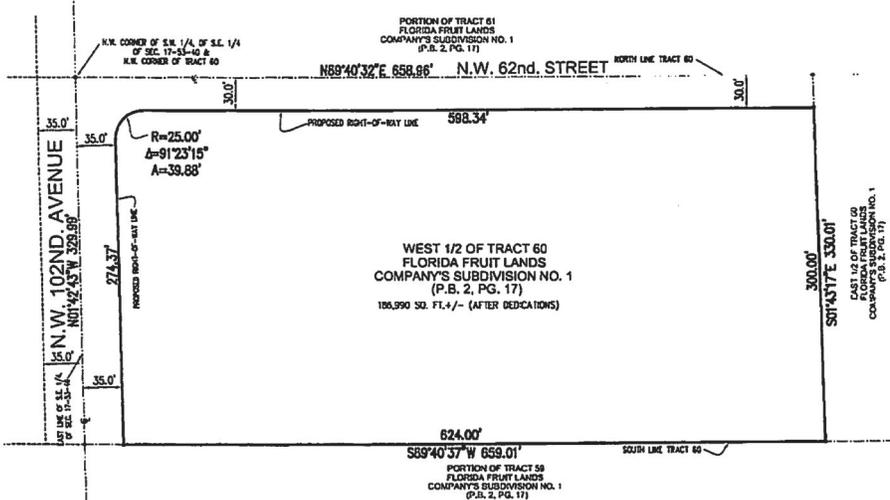
SURVEYOR'S CERTIFICATE:

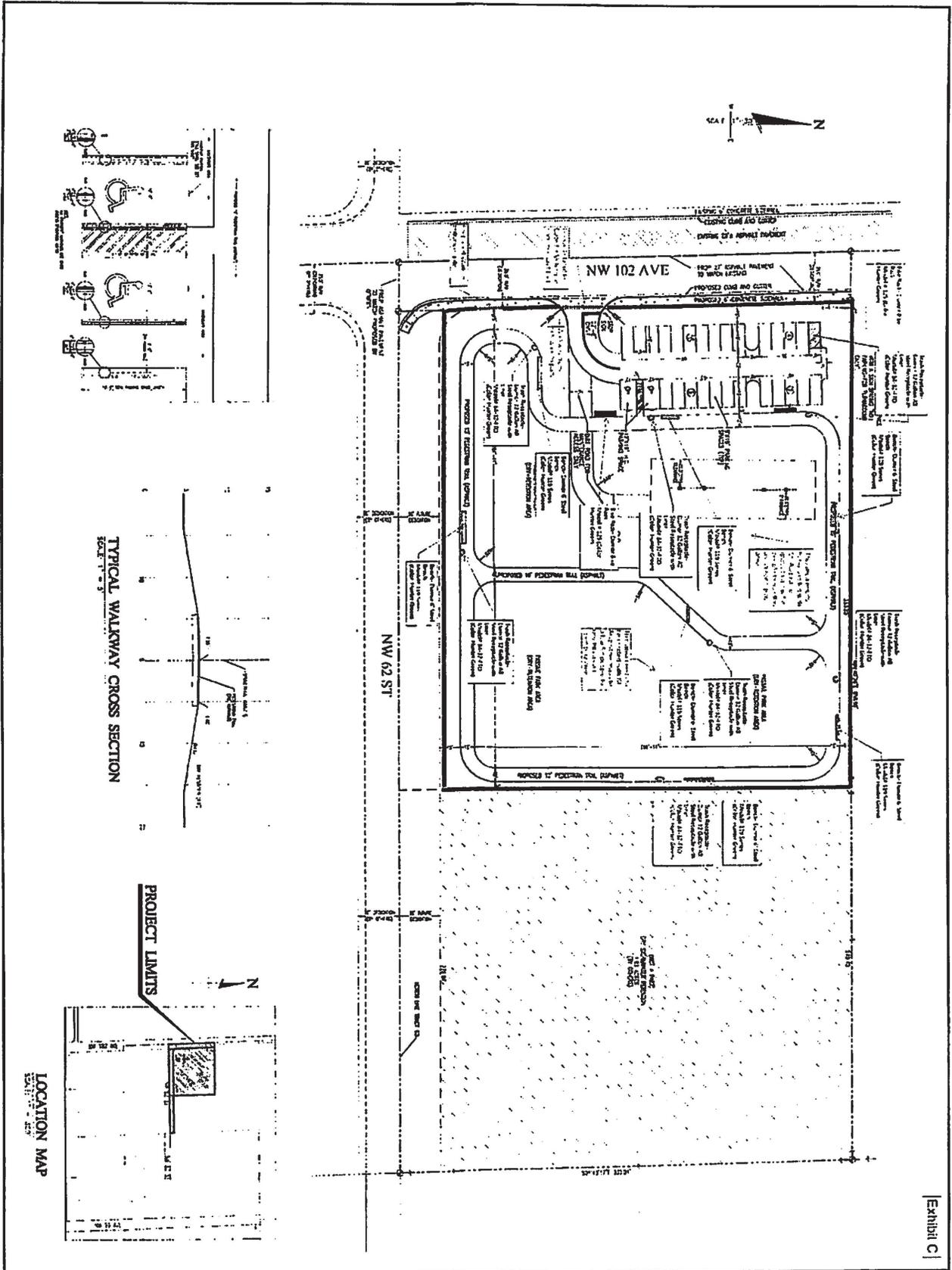
- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction is based on the recorded plat of "EUROPEAN INDUSTRIAL PARK" according to the Plat thereof, as recorded in Plat Book 184, at Page 3, of the Public Records of Miami-Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of THESE RECORDS will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SURVEY AND THE CHARACTER OF THE real property described hereon.
I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

Pablo J. Alfonso P.S.M.
Professional Surveyor & Mapper
State of Florida Reg. No. 3360
Dated: June 8, 2016





<p>(11) SITE PLAN FOR DORAL PARK</p>	<p>Scale: 1" = 10'</p> <p>SP-1</p>	<p>Date: 4/7/18 Title: SITE PLAN FOR DORAL PARK Designer: J.A. [Name] Checker: S.C.I. Project No: 18-1172</p>	<p>Site: [Name] Street: LIBERTY PL. ANALYSIS</p>		<p align="center">CITY OF DORAL PARK SITE PLAN NW 102 AVE AND NW 62 STREET, CITY OF DORAL, MIAM-DADE COUNTY, FLORIDA</p> <p align="center">CARLAB, INC. CERTIFICATE OF AUTHORIZATION 6419 ARCHITECTURE • PLANNING • ENGINEERING 8730 SOUTHWEST 25TH STREET, MIAMI, FL 33165 TEL: 305 243-3512 FAX: 305 236-0436</p>
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RESOLUTION No. 16-155

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH FLIGHTWAY 10 DEVELOPMENT FOR THE CONSTRUCTION OF A PASSIVE PARK AT THE CITY PROPERTY IDENTIFIED BY FOLIO NUMBER 35-3017-001-0360, INCLUSIVE OF STORMWATER RETENTION AREAS FOR THEIR PRIVATE DEVELOPMENT, AND QUARTERLY PAYMENTS OF \$12,325.00 TO THE CITY OF DORAL IN PERPETUITY FOR USE OF CITY LAND AS A DRY STORMWATER RETENTION AREA; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE SUBJECT EASEMENT AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, "Flightway 10" is proposing a warehouse project at the property identified by folio number 35-3017-001-0610 located on the southeast corner of the NW 102 Avenue and NW 62 Street intersection ("Flightway 10 Development"); and

WHEREAS, the Flightway 10 Development is in need of land for stormwater retention areas in order to satisfy drainage requirements for their project; and

WHEREAS, the City of Doral (the "City") recently purchased a property adjacent to the Flightway 10 development, identified by folio number 35-3017-001-0360, in order to provide a stormwater retention area for the Police / Public Works Facility Expansion and a future passive park; and

WHEREAS, staff wishes to enter into a Stormwater Drainage and Retention Easement Agreement substantially in the form of Exhibit "A" (Agreement) for the construction of a passive park at the City property identified by folio number 35-3017-001-0360, inclusive of dry stormwater retention areas for their private development, and other term and conditions as outlined in the Agreement, along with quarterly payments in the

amount of \$12,325 in perpetuity for use of the City's land as a dry stormwater retention area for their development; and

WHEREAS, the City Council finds that entering into the Agreement is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Stormwater Drainage and Retention Easement Agreement, for the construction of a passive park, inclusive of dry stormwater retention areas for the private Flightway 10 development, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference.

Section 3. Authorization. The City Manager is authorized to finalize and execute the Stormwater Drainage and Retention Easement Agreement, subject to any non-substantial changes that are approved by the City Attorney.

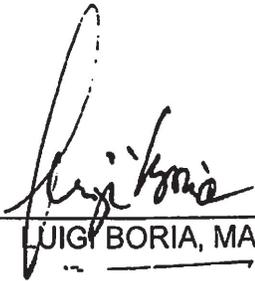
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 10 day of August, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY



September 22, 2022

Miami Dade County
Department of Environmental Resources Management
701 NW 1 Court, 6th Floor
Miami, FL 33136-3912

**RE: CITY OF DORAL PARK – FOLIO NO. 35-3017-001-0360.
LETTER OF MAINTENANCE RESPONSIBILITY**

To whom it may concern:

By means of this letter we confirm that The City of Doral will be responsible for the operation and the maintenance of the on-site drainage system for that parcel of land described in attachment "A".

Sincerely,

A handwritten signature in blue ink that reads "Hernan M. Organvidez".

Hernan M. Organvidez
City Manager

**JOINT APPLICATION FOR
INDIVIDUAL AND CONCEPTUAL ENVIRONMENTAL
RESOURCE PERMIT/
AUTHORIZATION TO USE STATE-OWNED
SUBMERGED LANDS/
FEDERAL DREDGE AND FILL PERMIT**

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION/
WATER MANAGEMENT DISTRICTS/
U.S. ARMY CORPS OF ENGINEERS

Effective October 1, 2013



**US Army Corps
of Engineers**

INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist you in submitting a complete application. All applications must include Section A-General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities, and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C. and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Does the project involve....	Section							
	A- General Information	B- Single Family Projects	C- Wetlands and other Surface Waters	D- Structures or Works in Surface Waters	E- Stormwater Management System	F- State-owned Submerged Lands	G- Mitigation Banks	H- Mines
Fill in wetlands or waters for a single family residence?	X	X						
Docks, shoreline stabilization, seawalls associated with a single family residence?	X	X				X, if applicable		
Wetland impacts (other than associated with an individual residence)?	X		X					
Boating facilities, a marina, jetty, reef, or dredging?	X		X	X		X if applicable		
Any work on state owned submerged land?	X		X			X		
Construction of a stormwater management system?	X		X, if applicable		X			
Constructing a mitigation bank?	X		X		X, if applicable		X	
Creating a mine?	X		X, if applicable					X

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A: General Information for All Activities

PART 1: NAME, APPLICATION TYPE, LOCATION, AND DESCRIPTION OF ACTIVITY

A. Name of project, including phase if applicable: Flightway X and City of Doral Park

B. This is for (check all that apply):

- Construction or operation of **new** works, activities and/ or a stormwater management system
- Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- Modification or Alteration of **existing** works activities and / or a stormwater management system. Provide the existing DEP or WMD permit #, if known: _____ Note: Minor modifications do not require completion of this form, and may instead be requested by letter.
- Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD Provide existing permit #, if known: _____
- Abandonment or removal of works, activities and/ or stormwater management system Provide existing DEP or WMD permit #, if known: _____
- Operation of an **existing unpermitted** stormwater management system.
- Construction of additional phases of a permitted work, activity and/ or stormwater management system.
Provide the existing DEP or WMD permit #, if known: _____

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections. Please also reference Applicant's Handbooks I and II for the type of information that may be needed.**

- Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/enhancement. Provide the information requested in Section C.*
- Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F**

- Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- Other, describe:
Please contact the Agency to determine which additional sections of the application are need. See Attachment 1 for Agency contacts.

- D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: Warehouse Facility & Office building/ City Park
- E. For activities in, on, or over wetlands or other surface waters, check the type of federal dredge and fill permit requested (if known): Individual Programmatic General permit #:
 General Nationwide permit #: Not Applicable Not sure
- F. Project/Activity Street/Road Address or other location (if applicable): NW 102 AVENUE & NW 62 ST
City: DORAL County(ies): MIAMI-DADE Zip: 33178

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

- G. Project location map and Section, Township, and Range information (use additional sheets if needed):
Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.
- Section(s): 17 Township: 53 Range: 40 Land Grant name, if applicable:
Section(s): Township: Range:
Section(s): Township: Range:

- H. Latitude (DMS) 25 ° 49 ' 47.14 "N Longitude (DMS) 80 ° 21 ' 39.69 " W (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource): On-Line Source

- I. Tax Parcel Identification Number(s): 35-3017-001-0610, 35-3017-001-0360

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

- J. Directions to Site (from major roads; include distances and landmarks as applicable):
FROM THE INTERSECTION OF NW 102 AVENUE AND NW 58 ST, ABOUT 1350 FT NORTH

- K. Project area or phase area: 6.69 acres FLIGHTWAY X SITE = 4.29 ACRES
CITY OF DORAL PARK = 2.40 ACRES

L. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

The following questions (M-O) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

M. Is it part of a larger plan of development or sale? yes no

N. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):
4.03 acres or square feet

O. Volume of water the system is capable of impounding (if applicable): acre-feet.

PART 2: SUPPLEMENTAL INFORMATION, AND PERMIT HISTORY

A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? Yes No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/APPLICATION NO.	PROJECT NAME

B. Indicate if there have been any **pre-application meeting(s)** or other discussions about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES

C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Attachment 3 to determine the appropriate fee.

PART 3: APPLICANT AND ASSOCIATED PARTIES INFORMATION

Instructions: Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3 (d) of Applicant's Handbook Volume I. Please attach evidence of sufficient real property interest over the land upon which the activities subject to the application will be conducted, including mitigation (if applicable). Refer to Section 4.2.3 (d) for acceptable ownership or real property interest documentation. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. APPLICANT (ENTITY MUST HAVE SUFFICIENT REAL PROPERTY INTEREST)			
<input checked="" type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION			
Name: Last: Ceballos	First: Haydee	Middle:	
Title: Manager	Company: Flightway Ten, LLC		
Address: 890 SOUTH DIXIE HIGHWAY			
City: Coral Gables	State: FL	Zip: 33134	
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
B. LAND OWNER(S) (IF DIFFERENT OR IN ADDITION TO APPLICANT)			
<input checked="" type="checkbox"/> CHECK HERE IF LAND OWNER IS ALSO A CO-APPLICANT			
Name: Last:	First:	Middle:	
Title:	Company:		
Address:			
City: Doral	State:	Zip:	
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
C. OPERATION AND MAINTENANCE ENTITY (see Applicant's Handbook I, Section 12.3)			
Entity Name:	Contact: Last: Vazquez	First: Haydee	Middle:
Title: Manager	Company: Flightway Ten, LLC		
Address: 890 SOUTH DIXIE HIGHWAY			
City: Coral Gables	State: FL	Zip: 33134	
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input checked="" type="checkbox"/>			

D. CO-APPLICANT (IF DIFFERENT OR IN ADDITION TO APPLICANT AND OWNER)		
Name: Last: Bermudez	First: Juan	Middle: C.
Title: Mayor	Company: City of Doral	
Address: 8401 NW 53 TERR		
City: Doral	State: FL	Zip: 33166
Home Telephone:	Work Telephone: 305-593-6725 ext 7000	
Cell Phone:	Fax:	
E-mail Address: JuanCarlos.Bermudez@cityofdoral.com		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		
E. ENGINEERING CONSULTANT <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last: Labiste	First: Sergio	Middle:
Title: Engineer	Company: Carlab, Inc	
Address: 8730 SW 25 St		
City: Miami	State: FL	Zip: 33165
Home Telephone:	Work Telephone: 305.283.3512	
Cell Phone:	Fax: 305.226.0438	
E-mail Address: slabiste@carlabinc.com		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input checked="" type="checkbox"/>		
F. ENVIRONMENTAL CONSULTANT <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		
G. AGENT AUTHORIZED TO SECURE PERMIT (IF DIFFERENT FROM CONSULTANT) <input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

If necessary, please add additional pages for other contacts and property owners related to this project.

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3 (d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Hernan Organvidez

9/26/2022

Typed/Printed Name of Applicant or Applicant's Authorized Agent

Signature of Applicant or Applicant's Authorized Agent

Date

City Manager

(Corporate Title if applicable)

B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:

I certify that:

I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

OR

I represent an entity having the power of eminent domain and condemnation authority, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Typed/Printed Name

Signature

Date

(Corporate Title if applicable)

C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):

I hereby designate and authorize _____ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and / or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

_____	_____	_____
Typed/Printed Name of Applicant	Signature of Applicant	Date

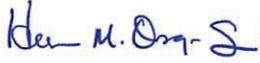
(Corporate Title if applicable)

If necessary, please add additional pages for other contacts and property owners related to this project.

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

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A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Hernan Organvidez		9/26/2022
Typed/Printed Name of Applicant or Applicant's Authorized Agent	Signature of Applicant or Applicant's Authorized Agent	Date
City Manager		
(Corporate Title if applicable)		

B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:

I certify that:

I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

OR

I represent an entity having **the power of eminent domain and condemnation authority**, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Hernan Organvidez		11/2/2022
Typed/Printed Name	Signature	Date
City Manager		
(Corporate Title if applicable)		

C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):

I hereby designate and authorize _____ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and / or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Hernan Organvidez		11/2/2022
Typed/Printed Name of Applicant	Signature of Applicant	Date

City Manager

(Corporate Title if applicable)

Stephanie Puglia (PZ)

From: Javier Gonzalez (PZ)
Sent: Wednesday, November 2, 2022 9:02 AM
To: Stephanie Puglia (PZ)
Cc: Yamileth Pereyra (LD); Seida Feliu (PZ)
Subject: FW: Flightway Ten, LLC & City of Doral Park
Attachments: Letter of Maintenance.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Stephanie,

Please work with the CA's & CM's Office to get signatures on the last two pages of the attachment on sections B & C

Respectfully,

Javier Gonzalez, AICP, CFM

Planning & Zoning Director

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

T (305) 593-6630

javier.gonzalez@cityofdoral.com

www.cityofdoral.com

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From: Diego Martinez <diego@rmcc.biz>
Sent: Wednesday, November 2, 2022 8:54 AM
To: Javier Gonzalez (PZ) <Javier.Gonzalez@cityofdoral.com>; Carlos Arroyo (PW) <Carlos.Arroyo@cityofdoral.com>
Cc: Nick Rodriguez <nick@rmcc.biz>
Subject: FW: Flightway Ten, LLC & City of Doral Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Javier,

Following up on the request below. Can you please help us obtain these signatures?

Regards,

Diego Martinez

Director of Operations | State of Florida Certified General Contractor

Ralph Merritt Construction Corp. | 2325 NW 102 Place, Doral, FL 33172

PH: 305.592.3322 ext. 245 | FX: 305.592.7588

diego@rmcc.biz | www.rmcc.biz

From: Diego Martinez

Sent: Wednesday, October 12, 2022 9:14 AM

To: 'Javier Gonzalez (PZ)' <Javier.Gonzalez@cityofdoral.com>

Cc: Nick Rodriguez <nick@rmcc.biz>; Carlos Arroyo (PW) <Carlos.Arroyo@cityofdoral.com>

Subject: RE: Flightway Ten, LLC & City of Doral Park

Good Morning Javier,

There are two signatures missing on the last two pages of the attachment on sections B & C. Can you please have these completed for us and sent back? Thank you!

Regards,

Diego Martinez

Director of Operations | State of Florida Certified General Contractor

Ralph Merritt Construction Corp. | 2325 NW 102 Place, Doral, FL 33172

PH: 305.592.3322 ext. 245 | FX: 305.592.7588

diego@rmcc.biz | www.rmcc.biz

From: Javier Gonzalez (PZ) <Javier.Gonzalez@cityofdoral.com>

Sent: Monday, September 26, 2022 2:38 PM

To: Diego Martinez <diego@rmcc.biz>

Cc: Nick Rodriguez <nick@rmcc.biz>; Carlos Arroyo (PW) <Carlos.Arroyo@cityofdoral.com>

Subject: RE: Flightway Ten, LLC & City of Doral Park

Good afternoon, Diego,

I've attached the signed documents.

Please provide the recorded copy when available.

Respectfully,

Javier Gonzalez, AICP, CFM

Planning & Zoning Director

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

T (305) 593-6630

javier.gonzalez@cityofdoral.com

www.cityofdoral.com

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From: Diego Martinez <diego@rmcc.biz>
Sent: Monday, September 19, 2022 9:15 AM
To: Javier Gonzalez (PZ) <Javier.Gonzalez@cityofdoral.com>
Cc: Nick Rodriguez <nick@rmcc.biz>
Subject: RE: Flightway Ten, LLC & City of Doral Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Javier,

We have been asking for the attached documents to be signed by the City of Doral for a couple of months now so we can complete the modification of the existing ERP. During our last Teams meeting I was asked to provide a copy of the executed agreement between the City and Flightway Ten. We really need these documents signed as soon as possible so we can finish of the permitting for this project. Thank you!

Regards,

Diego Martinez

Director of Operations | State of Florida Certified General Contractor
Ralph Merritt Construction Corp. | 2325 NW 102 Place, Doral, FL 33172
PH: 305.592.3322 ext. 245 | FX: 305.592.7588
diego@rmcc.biz | www.rmcc.biz

From: Javier Gonzalez (PZ) <Javier.Gonzalez@cityofdoral.com>
Sent: Friday, September 16, 2022 4:42 PM
To: Diego Martinez <diego@rmcc.biz>
Cc: Nick Rodriguez <nick@rmcc.biz>
Subject: RE: Flightway Ten, LLC & City of Doral Park

Good afternoon Diego,

Thank you for sharing. Please specify the questions that you need the CA to answer.

Respectfully,

Javier Gonzalez, AICP, CFM
Planning & Zoning Director

City of Doral

8401 NW 53 Terrace
Doral, FL 33166
T (305) 593-6630
javier.gonzalez@cityofdoral.com
www.cityofdoral.com

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From: Diego Martinez <diego@rmcc.biz>
Sent: Friday, September 16, 2022 11:40 AM
To: Javier Gonzalez (PZ) <Javier.Gonzalez@cityofdoral.com>
Cc: Nick Rodriguez <nick@rmcc.biz>
Subject: Flightway Ten, LLC & City of Doral Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Javier,

Sorry for the delay in getting back to you. Attached please find a copy of the signed agreement for your review.

Regards,

Diego Martinez
Director of Operations | State of Florida Certified General Contractor
Ralph Merritt Construction Corp. | 2325 NW 102 Place, Doral, FL 33172
PH: 305.592.3322 ext. 245 | FX: 305.592.7588
diego@rmcc.biz | www.rmcc.biz

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