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HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Prepared by:  
Tracy R. Slavens, Esq.  
Holland & Knight LLP  
701 Brickell Ave., Ste. 3000  
Miami, Florida 33131

Return original or certified recorded document to:  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406

THIS DEED OF CONSERVATION EASEMENT is given this 24th day of Oct., 2013, by City of Doral, a Florida municipal corporation ("Grantor"), whose mailing address is 8401 NW 63rd Terrace, Doral, FL 33166 to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Miami-Dade County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. APP. NO. 121226-7 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in

their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:  
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;  
ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;  
iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and  
iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

and g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement Area.

11. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Miami-Dade County, Florida.

13. Recording. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Miami-Dade County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the City of Doral ("Grantor") has hereunto set its authorized hand this 24th day of Oct., 2013.

City of Doral  
a Florida municipal corporation

By: Joe Carollo  
(Signature)  
Joe Carollo / City Manager  
(Print Name and Title)

ATTEST:  
By: Bonnie Hearn  
~~Deputy Clerk~~ City Clerk

Date: 1/21/14

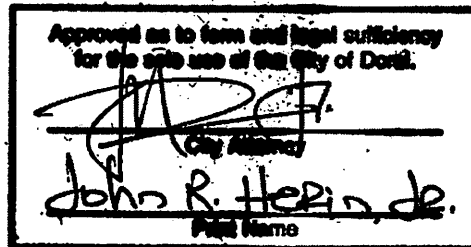
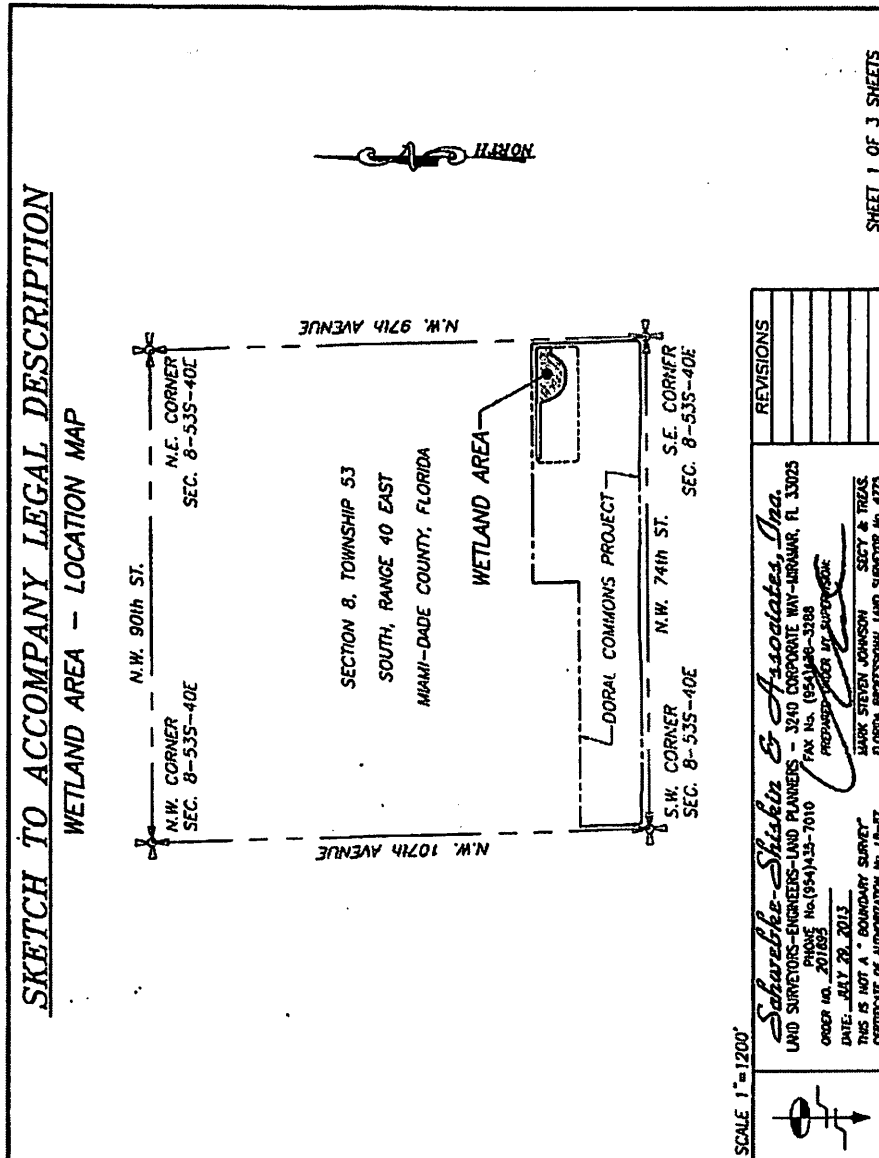
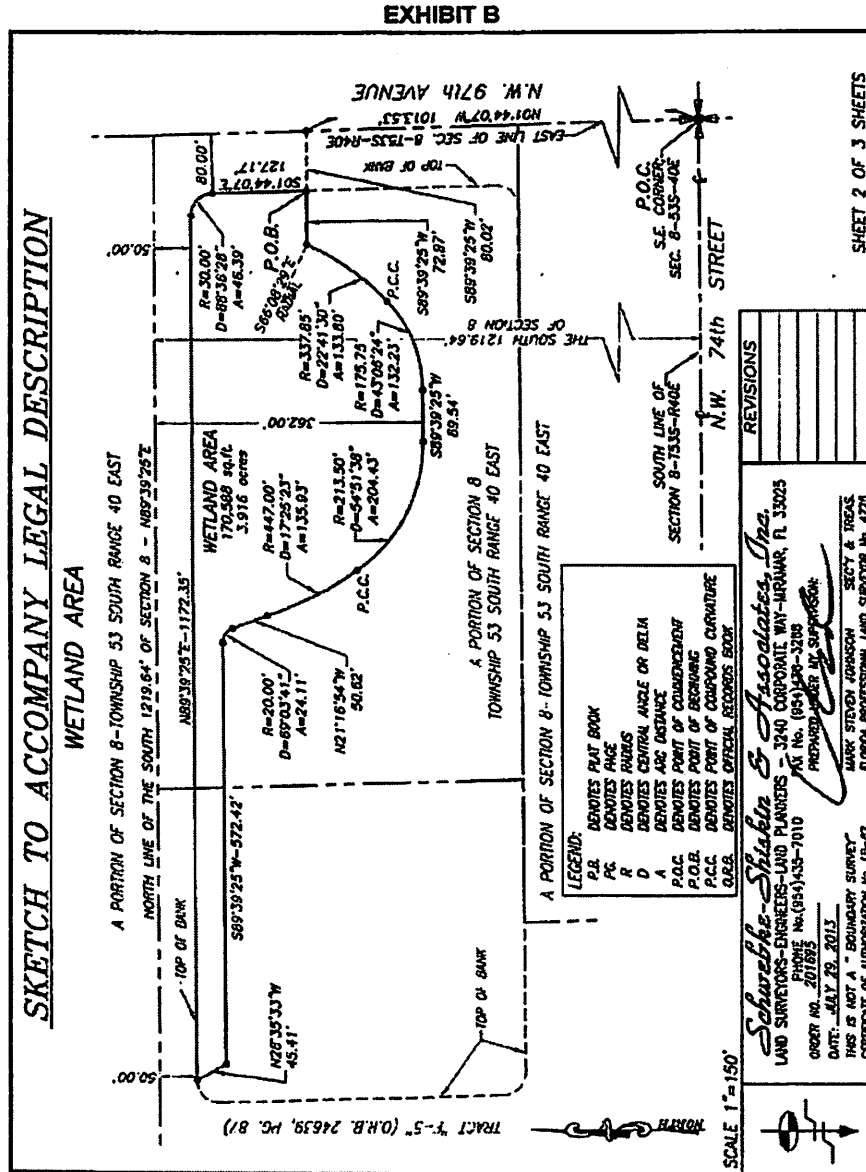


EXHIBIT A





**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
**WETLAND AREA**

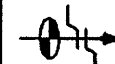
A PORTION OF TRACT "E-5" AS RECORDED ON OFFICIAL RECORDS BOOK 24639 AT PAGE 87 AND A PORTION OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01°44'07" WEST, ALONG THE EAST LINE OF SAID SECTION 8, FOR 1013.53 FEET; THENCE SOUTH 89°39'25" WEST FOR 80.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED WETLAND AREA; THENCE CONTINUE SOUTH 89°39'25" WEST FOR 72.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIAL BEARING OF SOUTH 88°08'29" EAST FROM THE RADIUS OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 337.85 FEET THROUGH A CENTRAL ANGLE OF 27°41'30" FOR AN ARC DISTANCE OF 133.80 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 175.75 FEET THROUGH A CENTRAL ANGLE OF 43°08'24" FOR AN ARC DISTANCE OF 132.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°39'25" WEST, ALONG A LINE PARALLEL WITH AND 362.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1219.64 FEET OF SAID SECTION 8, FOR 69.54 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 213.50 FEET THROUGH A CENTRAL ANGLE OF 54°51'38" FOR AN ARC DISTANCE OF 204.43 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 447.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'23" FOR AN ARC DISTANCE OF 135.93 FEET TO A POINT; THENCE NORTH 21°16'54" WEST, FOR 50.62 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 69°03'41" FOR AN ARC DISTANCE OF 24.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°39'25" WEST, FOR 572.42 FEET; THENCE NORTH 28°35'33" WEST FOR 45.41 FEET; THENCE NORTH 89°39'25" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1219.64 FEET OF SAID SECTION 8, FOR 1172.35 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°36'28" FOR AN ARC DISTANCE OF 46.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°44'07" EAST, ALONG A LINE PARALLEL WITH AND 80.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SECTION 8, FOR 127.17 FEET TO THE POINT OF BEGINNING. SAID WETLAND AREA CONTAINING 170,588 SQUARE FEET (3.916 ACRES) MORE OR LESS.

**NOTES:**

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF SOUTH 89°39'25" WEST, ALONG THE SOUTH LINE OF SECTION 8 TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
- 2) ORDERED BY: TERIBA GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

REVISIONS	



**Schweebe-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954)366-3288  
FAX No. (954)366-3288  
PREPARED UNDER MY SUPERVISION:  
*[Signature]*  
DATE: JULY 28, 2013  
THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LP-87

MARK STEVEN JOHNSON    SECY & TRS  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4773

SHEET 3 OF 3 SHEETS

**EXHIBIT C**

**City Park Mitigation Monitoring Plan**



RS ENVIRONMENTAL CONSULTING, INC.

**City of Doral Park  
(Terra Doral Commons)**

*Section 8-53-40, Miami-Dade County*

**Mitigation Monitoring  
&  
Maintenance Proposal**

Date: September 1, 2013

RS Environmental Consulting, Inc.  
P.O. Box 161158  
Miami, FL 33116-1158  
Tel: (305) 383-3404  
Fax: (305) 383-3270

Contact: Rainer W. Schael

## City of Doral Park (Terra Doral Commons)

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**Introduction and Background**

The 107.74 acre project at Terra Doral Commons proposes the construction of a commercial, residential and city park development. The project is located in Section 8, Township 53 South, Range 40 East in Doral in west-central Miami-Dade County. Although historically, the wetlands in this portion of Miami-Dade County were part of the Everglades prairie system that ultimately flowed into Biscayne Bay, much of the remaining wetlands in the project vicinity have been developed for a mixture of commercial and residential use. The construction of canals, drainage ditches and road systems as well as the development of residential, commercial and industrial uses has altered the historic drainage patterns over time. Consequently, areas like Terra Doral Commons in western Miami-Dade County have become invaded by *Melaleuca* (*Melaleuca quinquenervia*) under these drier hydrologic conditions.

**City of Doral Park Preserve/ Bird Sanctuary:**

The City of Doral, as a result of a number of grants from the Florida Communities Trust, has requested that the lake area within the City Park include a 3.91 acre natural preserve including 3.6 acres of wetlands and 0.31 acres of densely planted upland buffer and a perimeter road/ path to provide emergency access via the park to NW 97<sup>th</sup> Avenue and a recreational path adjacent to the preserve. Note that no compensatory mitigation credit has been sought for the preservation, enhancement and long term monitoring of this site. RSEC is working with the Parks and Recreation Director to create an educational component that will be utilized by park users and school children in the area. Although the actual implementation must go through a detailed City of Doral process, the overall plan, detailed here, is to provide the following habitats:

1. Long hydroperiod marsh (bird foraging area) 3.35 acres
2. Restored freshwater marsh (currently *Melaleuca*/ Australian Pine) 0.25 acres
3. Forested Upland Buffer (0.31 acres/ 1,300 linear feet)
4. Educational Component
5. Lake/ Fish Habitat

The wetlands within the 3.35 acre wetland area are currently located in a longer hydroperiod area resulting from previous demucking activities as part of the "Gran Park" rock mining permit located to the north. As observed by multiple agency personnel during multiple site visits, the area currently exhibits significant wading bird utilization. In addition to commonly observed species such as Egrets, Ibis and herons, Wood Storks and the occasional Roseate Spoonbill are regularly observed. The preserve seeks to take advantage of much of that existing area by ensuring its preservation. As part of construction activities, this area will be staked off to minimize adverse impacts.

**MITIGATION PROJECT OVERVIEW**

As noted above, much of the area is currently successfully operating as a long hydroperiod freshwater marsh. Herbaceous wetland vegetation is seasonally sparse, increasing in the summer months and consists primarily of scattered Spikerush with interspersed Duck Potato. The open areas, which are most utilized by the wading birds, will be left to their own natural processes, as this is where fish and crayfish are



Appendix A - City of Doral Park Buffer & Wetland Plantings  
8/13/2013

**TREES**

Planted Species w/in Transitional Buffer	Latin Name	Minimum Size	Spacing	Quantity	Elevation
Dahoon Holly	<i>Ilex cassine</i>	7 gal	10'	10	High-Low
Paurotis Palm	<i>Acoelorrhaphae wrightii</i>	7 gal	10'	10	High-Low
Live Oak	<i>Quercus virginiana</i>	7 gal	10'	10	High-Middle
Orange Geiger	<i>Cordia sebestena</i>	7 gal	10'	10	Low
Mahogany	<i>Swietenia mahagoni</i>	7 gal	10'	10	High-Middle
Pond apple	<i>Annona glabra</i>	7 gal	10'	12	Low
Green Buttonwood	<i>Conocarpus erectus</i>	7 gal	10'	15	High-Middle
Silver Buttonwood	<i>Conocarpus erectus var sericeus</i>	7 gal	10'	10	High-Middle
					87

**SHRUBS**

Planted Species w/in Transitional Buffer	Latin Name	Minimum Size	Spacing	Quantity	Elevation
Leather fern	<i>Acrostichum danaeifolium</i>	3 gal	5'	10	Low
Cocoplum	<i>Chrysobalanus icaco</i>	3 gal	5'	10	High-Low
Wax Myrtle	<i>Myrica cerifera</i>	3 gal	5'	10	High-Low
Wild Coffee	<i>Psychotria nervosa</i>	3 gal	5'	10	High-Middle
American Beautyberry	<i>Callicarpa americana</i>	3 gal	5'	10	High-Middle
Firebush	<i>Hamelia patens</i>	3 gal	5'	10	High-Middle
Simpson Stopper	<i>Myrcianthes fragrans</i>	3 gal	5'	10	High-Middle
Jamaica Caper	<i>Capparis cynophallophora</i>	3 gal	5'	10	High-Middle
Satinleaf	<i>Chrysophyllum oliviforme</i>	3 gal	5'	10	High-Middle
Jamaica Dogwood	<i>Piscidia piscipula</i>	3 gal	5'	10	High-Middle
					180

**GRASSES**

Planted Species w/in Transitional Buffer	Latin Name	Minimum Size	Spacing	Quantity	Elevation
Muhly Grass	<i>Muhlenbergia capillaris</i>	1 gal	3'	40	High-Low
Sand Cordgrass	<i>Spartina bakeri</i>	1 gal	3'	40	High-Low
Fakahatchee Grass	<i>Tripsacyn dactyloides</i>	1 gal	3'	40	High-Low
Sawgrass	<i>Cladium jamaicense</i>	1 gal	3'	50	Low
					170

**Herbaceous**

SI

Planted Species w/in Transitional Buffer	Latin Name	Minimum Size	Spacing	Quantity	Elevation
Duck Potato	<i>Sagittaria spp.</i>	bare root	2'	40	Low
Pickereil Weed	<i>Pontederia cordata</i>	bare root	2'	40	Low
Golden Canna	<i>Canna flaccida</i>	bare root	2'	40	High-Low
Sawgrass	<i>Cladium jamaicense</i>	bare root	2'	40	High-Middle
Alligator Flag	<i>Thalia geniculata</i>	bare root	2'	40	High-Middle
Swamp Lily	<i>Crinum americanum</i>	bare root	2'	40	High-Middle
Green Arum	<i>Peltandra virginica</i>	bare root	2'	40	High-Low
Giant Bulrush	<i>Scirpus californicus</i>	bare root	2'	40	High-Low
					320



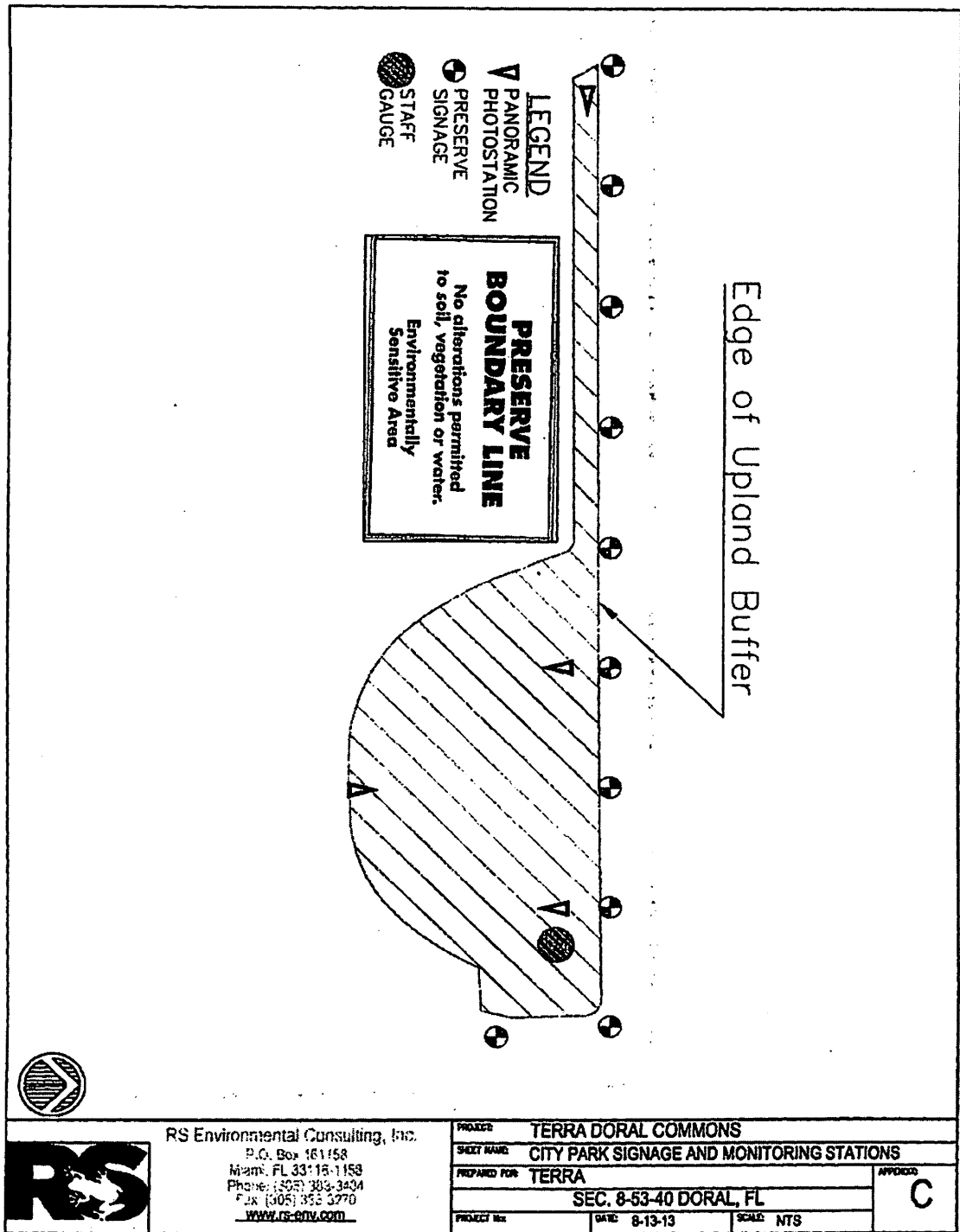
Appendix B

**Doral Commons**

City of Doral Park Wetland Monitoring Schedule  
August 13, 2013

Date	Activity
September 30, 2015	Submit Baseline Monitoring Report, As Built's & Recorded CE
September 30, 2016	Submit First Annual Monitoring Report
September 30, 2017	Submit Second Annual Monitoring Report
September 30, 2018	Submit Third Annual Monitoring Report
September 30, 2019	Submit Fourth Annual Monitoring Report
September 30, 2020	Submit Final Monitoring Report

RS Environmental Consulting, Inc.  
www.rs-env.com



**City of Doral Park (Terra Doral Commons)****Page 3**

commonly observed. The southernmost portion of the preserve is currently located in Melaleuca and Australian pine. This 0.25 acre area will be mechanically cleared to an elevation similar to the adjacent marsh, including a minimum 6" of muck for planting. Due to the potential for this area re-colonizing with exotics, this area will be planted to jump-start natural recruitment and prevent exotic growth. The upland buffer, which has been reduced from a 4:1 slope to a 2:1 slope to increase wetland acreage, will be densely planted with Trees, grasses and shrubs to provide buffering against secondary impacts and, from a long term perspective, resting and roosting areas for wildlife.

**Long Hydroperiod Marsh (Bird Foraging Area) 3.35 acres:**

Due to the existing high bird utilization, this area will be left in its current state. No earthwork or planting is proposed. During construction, this area will be surrounded with silt fence to prevent adjacent demucking activities from causing adverse effects to the fish and crayfish currently existing here.

**Restored Freshwater Marsh (currently Melaleuca/ Australian Pine) 0.25 acres:**

This small area is located at the southern tip of the preserve, and extends into an area currently dominated by exotic vegetation. As part of the clearing activities associated with the site, this area will be mechanically cleared of exotics. With the existing vegetation removed, this area will then be approximately at a similar grade to the adjacent Long Hydroperiod Marsh, but is anticipated to have a several inch thick layer of muck. As mechanical restoration activities can sometimes lead to initial flushes of exotic vegetation, this area will be planted with 2,700 herbaceous plants (see Table 1) on two foot (2") centers. A minimum of five (5) species from Appendix A must be planted, with planting numbers evenly distributed between species.

**Upland Buffer:**

This 0.31 acre/ 1,300 linear foot planted habitat begins the top of berm and continues downwards at a 2:1 slope into the preserve area. Due to the narrow nature of the upland buffer, buffer plants will be staggered between the top and bottom of the berm. The upland plantings provide a buffer between the wetlands and human uses. This buffer will be isolated from the adjacent passive path by a 4' chain link (or similar) fence. Although the primary purpose of this area is buffering, it will most likely also provide roosting areas for raptors and wetland dependent waterfowl as well as cover for reptiles and small mammals that may utilize the adjacent marshes. Species to be planted within this area, along with their planting zone and minimum size are detailed in Table 2. Planting zones range from High (top of berm) to low (inundated during portions of the year) and are essential to ensure that species are planted according to their hydrologic requirements. Eighty-seven (87) Trees (7 gallon material) will be planted every 15 linear feet while one hundred (100) shrubs will be planted on 5' centers and one hundred and seventy grasses will be planted on 3' centers. All planting will be supervised by a certified arborist, wetland biologist or wetland technician experienced in mitigation plantings.

Appropriate signage (SFWMD standard type) will be installed every 150' (Appendix C) along the preserve in order to inform the public that the preserve areas (buffers and wetland areas) should not be disturbed or encroached upon. Note that this designation does not preclude the area from being utilized as an environmental education area. The

City of Doral Park (Terra Doral Commons)

Page 4

preserve areas will be maintained in perpetuity in accordance with this report and permit conditions.

**Monitoring and Maintenance:**

As this is a City park, plantings will occur on a timeframe differing from other areas of the project, as there may be additional steps a government entity must go through as opposed to a private developer. The following details the steps associated with the full construction of the preserve, with the understanding that timeframe modifications will most likely be made.

Formal maintenance and monitoring of the on-site mitigation area will commence once all filling activities have been completed and the preserve area has been re-graded and planted.

Subsequent monitoring reports will be submitted yearly for a period of five years as shown in Appendix B. Quarterly maintenance by a state approved mitigation maintenance company will occur as detailed below to ensure native vegetation coverage standards are met.

To provide documentation of species coverage and coverage, photo and monitoring stations (Appendix C) will be installed. Reports will document percentage of native/exotic coverage and overall species coverage as well as wildlife utilization and are recommended to be written utilizing the US Army Corps of Engineers Monitoring Report Guidance.

Exotic vegetation (as currently defined by the Florida Exotic Pest Council (EPPC)) will comprise no more than 5% of the vegetative coverage between maintenance events. The annual maintenance/monitoring report will include a description of the type of maintenance performed, including photographs showing before and after examples of the preserve area where maintenance occurred. All maintenance with respect to the invasive or nuisance vegetation will be done by hand or with an approved herbicide by a licensed herbicide applicator.

**Perpetual Protection:**

In order to ensure that the 3.6 acre wetland preserve and 0.31 acre upland buffer are protected in perpetuity, both of these areas will be protected by conservation easements, as required by permit conditions.

**Conclusion:**

The work described in this report will serve to establish a 3.91 acre preserve area and outdoor education component in an area that currently exhibits regular wildlife utilization. The regularly scheduled maintenance detailed will ensure that both local and migratory wading birds and raptors will continue to have high quality native habitat to utilize for foraging, nesting and roosting.

EXHIBIT A

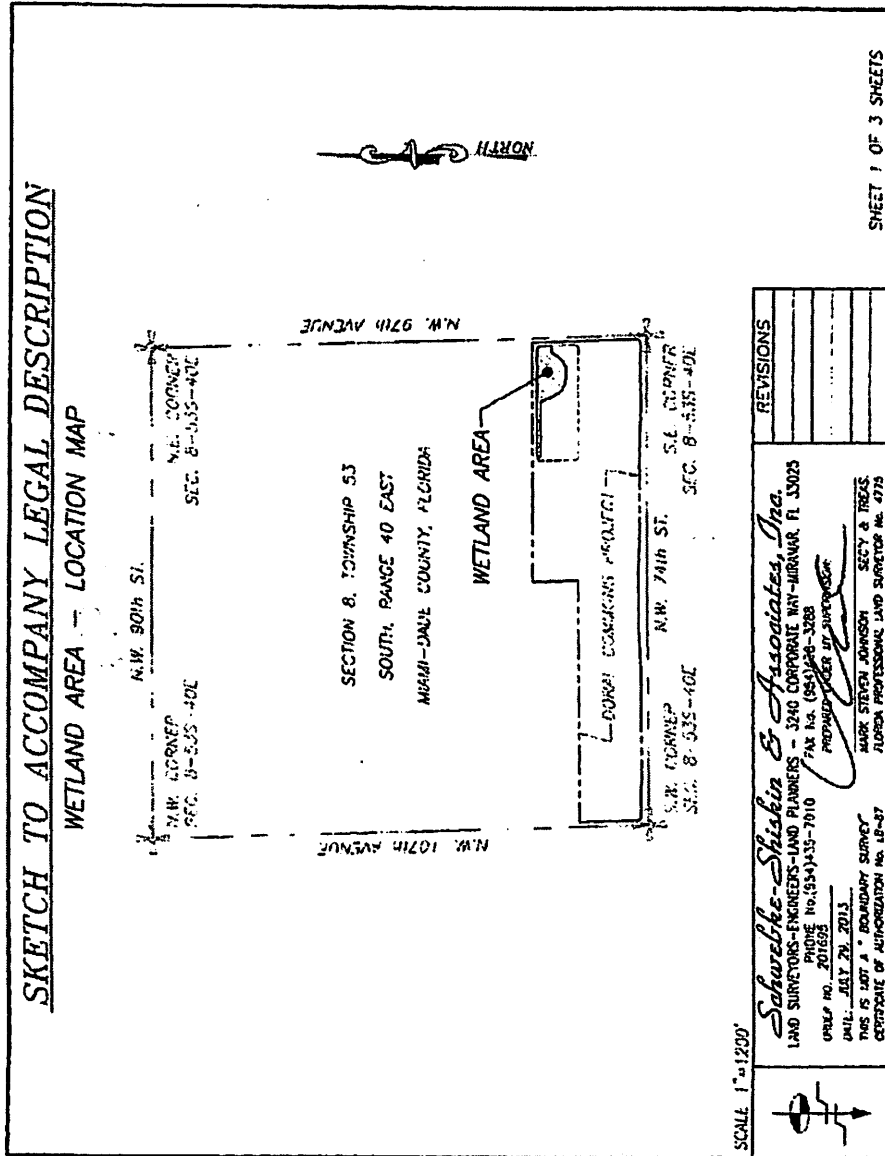
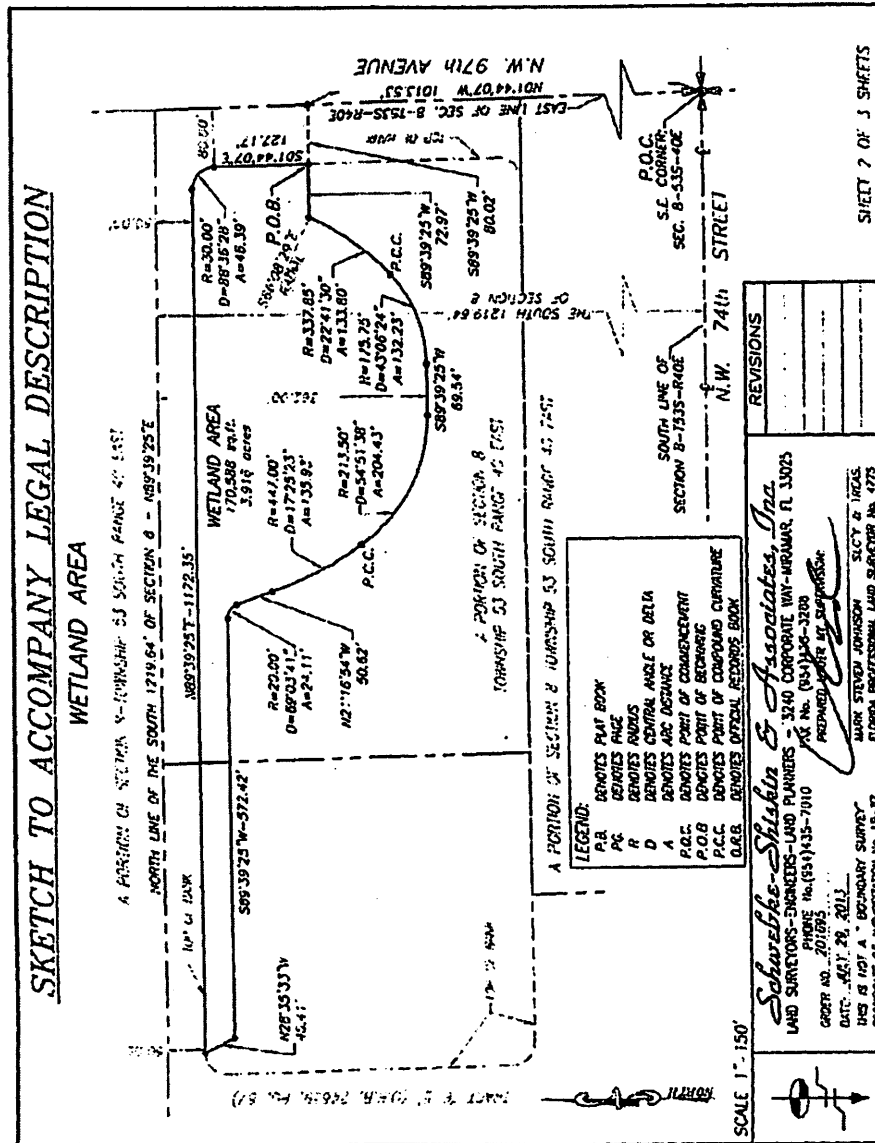




EXHIBIT B



**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**

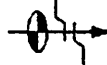
**WETLAND AREA**

A PORTION OF TRACT "E-5" AS RECORDED ON OFFICIAL RECORDS BOOK 24639 AT PAGE 87 AND A PORTION OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01°44'37" WEST, ALONG THE EAST LINE OF SAID SECTION 8, FOR 1013.53 FEET; THENCE SOUTH 89°39'25" WEST FOR 80.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED WETLAND AREA; THENCE CONTINUE SOUTH 89°39'25" WEST FOR 72.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIAL BEARING OF SOUTH 85°08'29" EAST FROM THE RADIAL POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 337.85 FEET THROUGH A CENTRAL ANGLE OF 22°41'30" FOR AN ARC DISTANCE OF 133.80 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 175.75 FEET THROUGH A CENTRAL ANGLE OF 43°05'24" FOR AN ARC DISTANCE OF 132.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°39'25" WEST, ALONG A LINE PARALLEL WITH AND 382.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH LINE OF SAID SECTION 8, FOR 69.54 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 213.59 FEET THROUGH A CENTRAL ANGLE OF 54°51'38" FOR AN ARC DISTANCE OF 204.43 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 447.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'23" FOR AN ARC DISTANCE OF 135.93 FEET TO A POINT; THENCE NORTH 21°16'54" WEST FOR 50.62 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 69°03'41" FOR AN ARC DISTANCE OF 24.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°39'25" WEST FOR 572.42 FEET; THENCE NORTH 28°35'33" WEST FOR 45.41 FEET; THENCE NORTH 89°19'25" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH LINE OF SAID SECTION 8, FOR 1172.35 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 85°36'28" FOR AN ARC DISTANCE OF 46.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°44'07" EAST, ALONG A LINE PARALLEL WITH AND 80.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SECTION 8, FOR 127.17 FEET TO THE POINT OF BEGINNING. SAID WETLAND AREA CONTAINING 170.588 SQUARE FEET (3.916 ACRES) MORE OR LESS.

**NOTES:**

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF SOUTH 89°39'25" WEST, ALONG THE SOUTH LINE OF SECTION 8 TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
- 2) ORDERED BY: TERRA GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

	<b>Schwabke-Shiskin &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-AND PLANNERS - 3240 CORPORATE WY.-DORAL, FL 33025 PHONE No. (954) 398-3288 FAX No. (954) 398-3288 PREPARED UNDER MY SUPERVISION	REVISIONS _____ _____ _____ _____
	DATE: JULY 29, 2013 THIS IS NOT A "BOUNCY SURVEY" CERTIFICATE OF AUTHORIZATION No. 15-87	MARK STONEY JOHNSON FLORIDA PROFESSIONAL LAND SURVEYOR No. 4715

SHEET 3 OF 3 SHEETS

OR BK 29003 PG 1526  
LAST PAGE

**EXHIBIT C**

City Park Mitigation Monitoring Plan

**RECORDERS NOTE**

The legibility of writing, typing or printing  
unsatisfactory in this document when received