

EASEMENT

Between

CITY OF DORAL PUBLIC WORKS DEPARTMENT

and

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**Easement No. 69435Z-20-N-80000
MIA RCAG / DHP VOR
Doral, Florida**

SECTION 1 - OPENING

6.1.1-5 Preamble (JAN 2017)

This Deed of Easement ("Easement") is entered into by and between the Federal Aviation Administration, an agency of the United States of America, hereinafter referred to as the Government, and the City of Doral Public Works Department, hereinafter referred to as the Grantee. The Government and the Grantee are jointly referred to as the "parties."

For purposes of this Easement, the term contractor and grantee are interchangeable with each other.

6.1.3-5 Witnesseth

Purpose(s): The purpose(s) of this Easement is as follows: to grant certain rights for the construction and maintenance of a four (4) foot tall boundary fence all along the easement property to restrict access to the canal adjacent to property owned by the Government at 2605 NW 93rd Avenue and NW 25th Street.

Now therefore, for such other goods and valuable considerations, the receipt of which is hereby acknowledged and accepted by the Government, the Government hereby grants and conveys, to the Grantee, such rights, title and interest in the lands comprising the Easement Area shown on Exhibit A.. This Easement shall constitute a servitude upon the land so encumbered; it shall run with the land for the duration of the easement; and it shall bind the Government, their heirs, successors, assigns, lessees, and any other person claiming under them. This Easement shall be exclusive to the Grantee.

Subject, however, to all valid rights of record, if any.

6.1.4-5 Description of the Easement Area

The lands encumbered by this Easement, hereinafter referred to as the "Easement Area", are described on Exhibit A, which is attached hereto and incorporated herein.

SECTION 2 - TERMS

6.2.3 Legal Authority (JUL 2012)

This Easement is entered into under the authority of 49 U.S.C. 106(l) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on December 1, 2019 and continuing through September 30, 2039 inclusive.

6.2.6 Consideration - No Cost (JAN 2018) -

The Grantee shall pay the Government no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Grantee herein are in consideration of the obligations assumed by the Grantee in its establishment, operation and maintenance of facilities upon the premises of this easement.

SECTION 3 - GENERAL CLAUSES

3.2.5-1 Officials Not to Benefit (APR 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

6.3.1 Rights Reserved in the Government

The Government reserves the following rights in the Easement Area, subject to the rights, title, and interest of the Grantee conveyed by this easement:

A. Title: Record title, in addition to the Government's right to convey, transfer, and otherwise alienate title to these rights reserved.

B. Control of Access: The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

6.3.3 Compatible Use

The Government is authorized the compatible use of the Easement Area.

6.3.4 Rights of the Government

The rights of the Government include:

A. Management of the Easement: The Government may delegate all or part of the management, monitoring, or enforcement responsibilities set forth in this easement to any entity that the Government determines appropriate.

B. Modification or Termination: This easement may be modified or terminated by the Government in its sole and absolute discretion. The Government shall terminate by delivering to the Grantee a written notice specifying the effective date of the termination. The termination notice will be delivered by registered mail, return receipt requested, and mailed at least 30 (thirty) days before the effective termination date.

6.3.33 Covenant Against Contingent Fees

The Grantee warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Easement will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby

incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the Lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.8.1-3 Rights of the Government and Grantor (JUL 2012)

Hazardous Substance Contamination: The Grantee agrees to remediate, at its sole cost, all hazardous substance contamination on the Easement Area that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the Grantee's facilities covered by this Easement, if any. The Grantee agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the Easement Area.

SECTION 10 - CLOSING

6.10.1-1 Notices for Easements (JUL 2017)

All notices/correspondence shall be in writing, reference the Easement number, and shall be deemed to be given when delivered personally or when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows:

TO GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ-910
1701 Columbia Avenue
College Park, GA 30337

TO GRANTEE:

City of Doral Public Works Department
8401 NW 53rd Terrace
Doral, Florida 33166

6.10.3-3 Easement Signature Block (JUL 2017)

In witness whereof, the Government and Grantee have executed this Easement as of the dates set forth below.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

By: RICKEY BAILEY JR Digitally signed by RICKEY BAILEY JR
Date: 2020.12.08 07:44:01 -05'00'

Print Name: _____

Title: Real Estate Contracting Officer

Date: _____

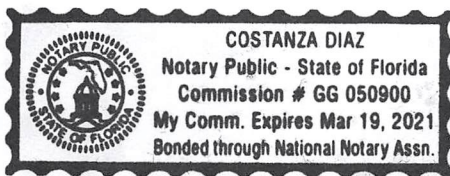
STATE OF FLORIDA)
):SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6 day of November 2020, by Albert P. Childress, on behalf of Grantor, who took an oath, and who is:

PERSONALLY KNOWN TO ME -OR-

PRODUCED THE FOLLOWING ID: _____

ID NO.: _____



[Signature]
NOTARY PUBLIC

Print or Stamp Below Notary's Name:

Print or Stamp Below Commission No.:

Print or Stamp Below Commission Expires:

(NOTARY STAMP/SEAL BELOW)

Acknowledged and Accepted this 6 day of November, 2020:

CITY OF DORAL

By: [Signature]
ALPERT P. CHILDRESS, CITY MANAGER

ATTEST:

[Signature]
CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL

[Signature]
LUIS FIGUEREDO, ESQ.
CITY ATTORNEY