

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 BIENNIAL PAYMENTS OF \$24,650.00 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 biennial payments in the

amount of \$24,650.00 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

EXHIBIT “A”

**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 _____ day of _____, 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 quarterly fee to Grantor in lawful currency of the United States of America in the amount of Twelve Thousand Three Hundred Twenty Five Dollars and No Cents (\$12,325.00), plus sales tax if applicable (the “Easement Fee”), commencing upon the effective date of this Agreement and then upon the 1st day of each quarter 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

Print Name

Signature

Print Name

Attest: _____

Name: _____

Title: City Clerk

Grantor:

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

By: _____

Name: _____

Title: _____

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

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, _____, as _____ 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 ___ day of _____, 2016.

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

___ Personally known
___ Produced ID

Witnesses for Grantee



Signature

CAMILLO ARENAS

Print Name



Signature

ALFREDO BEATO

Print Name

Grantee:
FLIGHTWAY TEN, LLC,
a Florida limited liability company

By: 

Name: HAYDEE CEBALLOS 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 blue ink, appearing to be "Gabrielle Bestulich", 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:

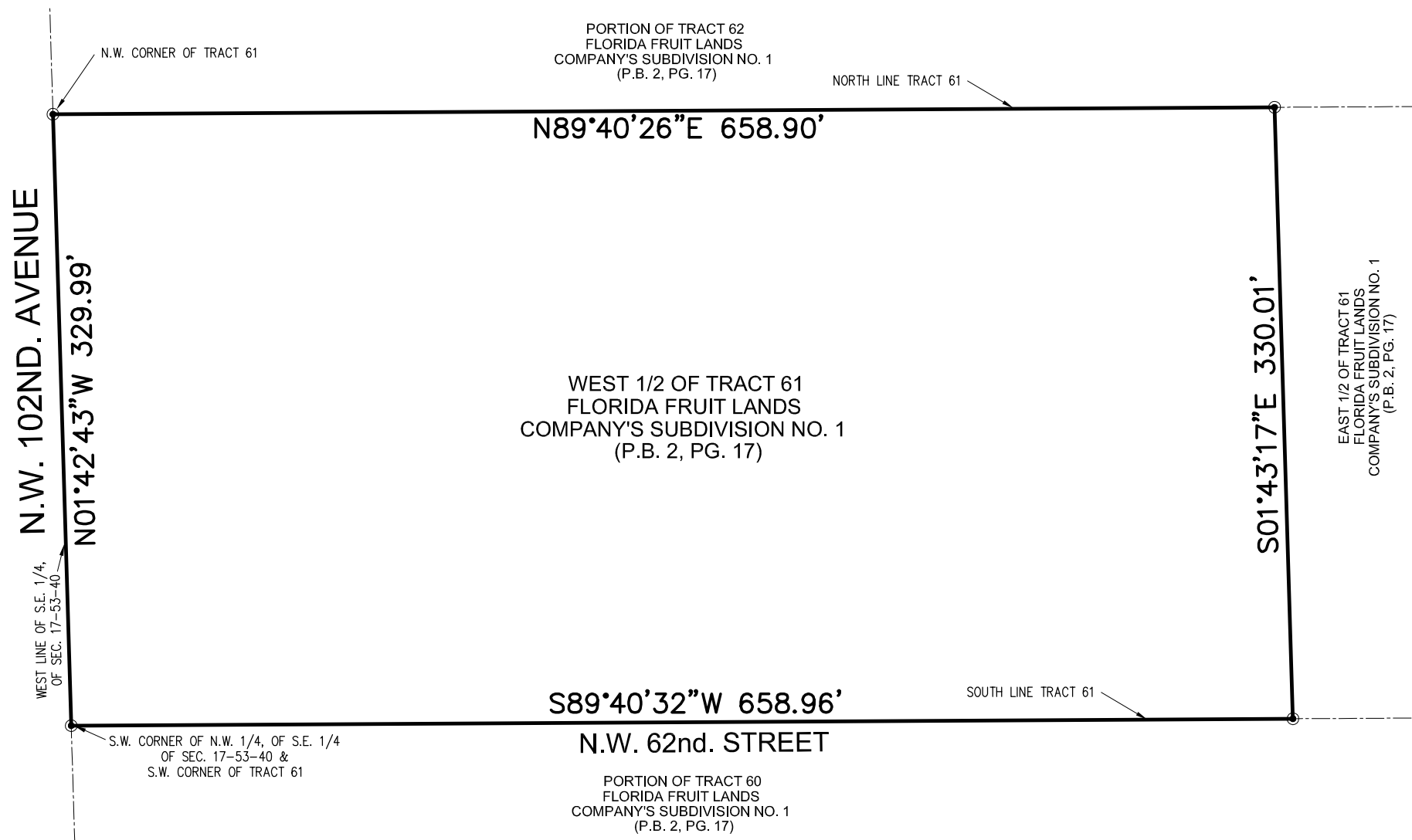
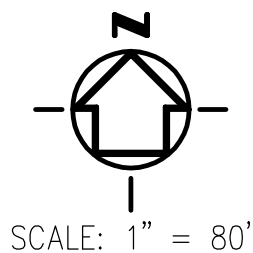


LB# 7282

PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL. 33014
JOB NUMBER: RP16-0456

SKETCH AND LEGAL DESCRIPTION

Exhibit A1



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 ABSTRACT OF TITLE 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.

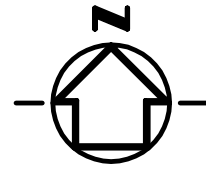
I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17, Florida Administrative Code.

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

INSTRUMENT PREPARED BY:



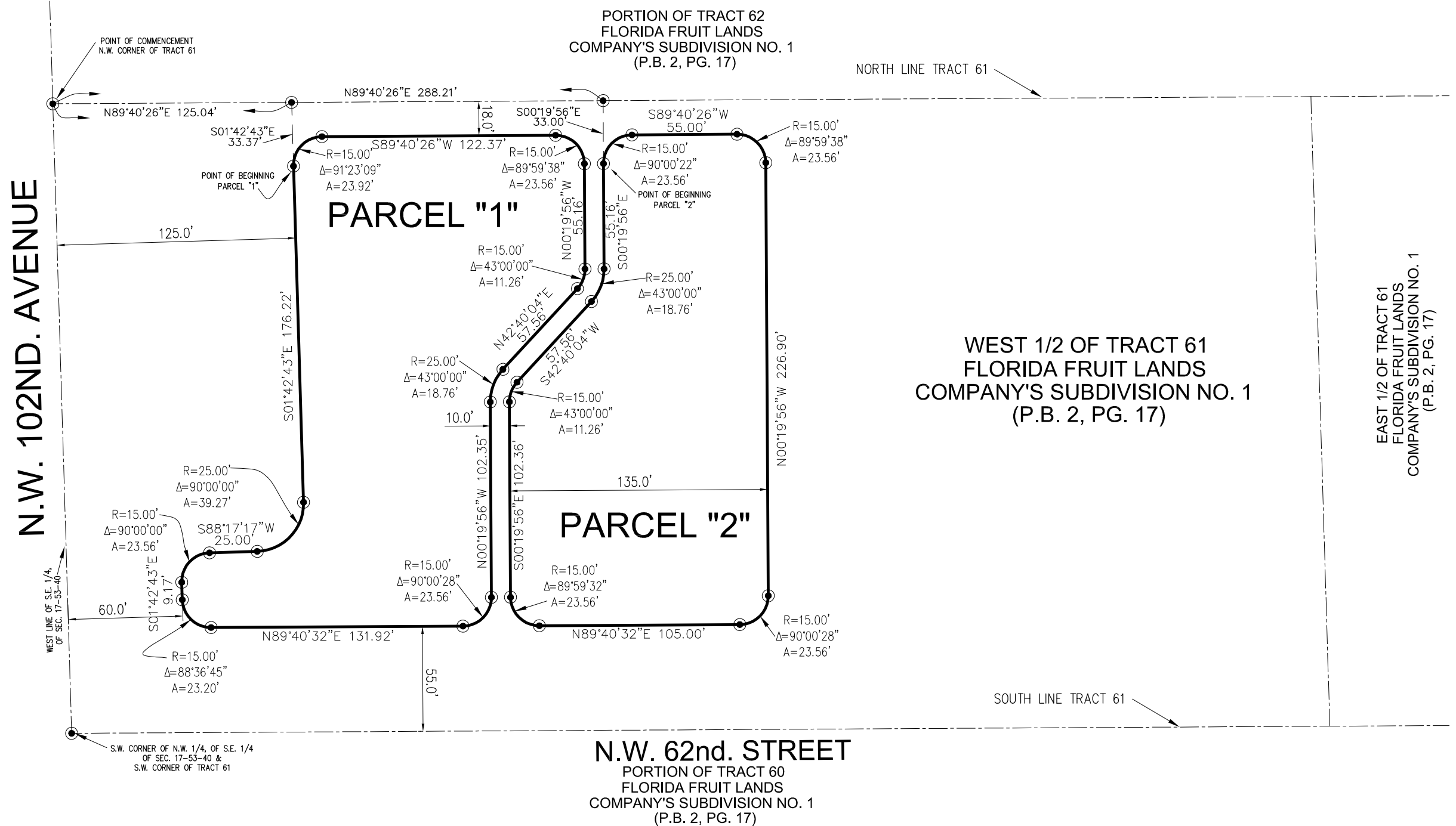
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL. 33014
JOB NUMBER: RP16-0456



SCALE: 1" = 60'

SKETCH AND LEGAL DESCRIPTION

Exhibit A2



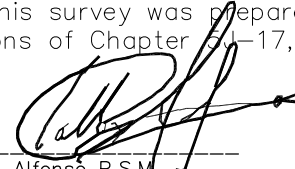
SURVEYOR'S CERTIFICATE:

- 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 ABSTRACT OF TITLE 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 61-17, Florida Administrative Code.


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

INSTRUMENT PREPARED BY:



LB# 7282

PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL. 33014
JOB NUMBER: RP16-0456

SKETCH AND LEGAL DESCRIPTION

Exhibit A2

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 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 55.16 feet to a point curvature of a circular curve, concave to the Southwest and having for its elements a radius of 15 feet and 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 122.37 feet to a point 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 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 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 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 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 5, -17, Florida Administrative Code.

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

INSTRUMENT PREPARED BY:

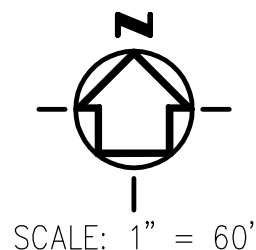


LB# 7282

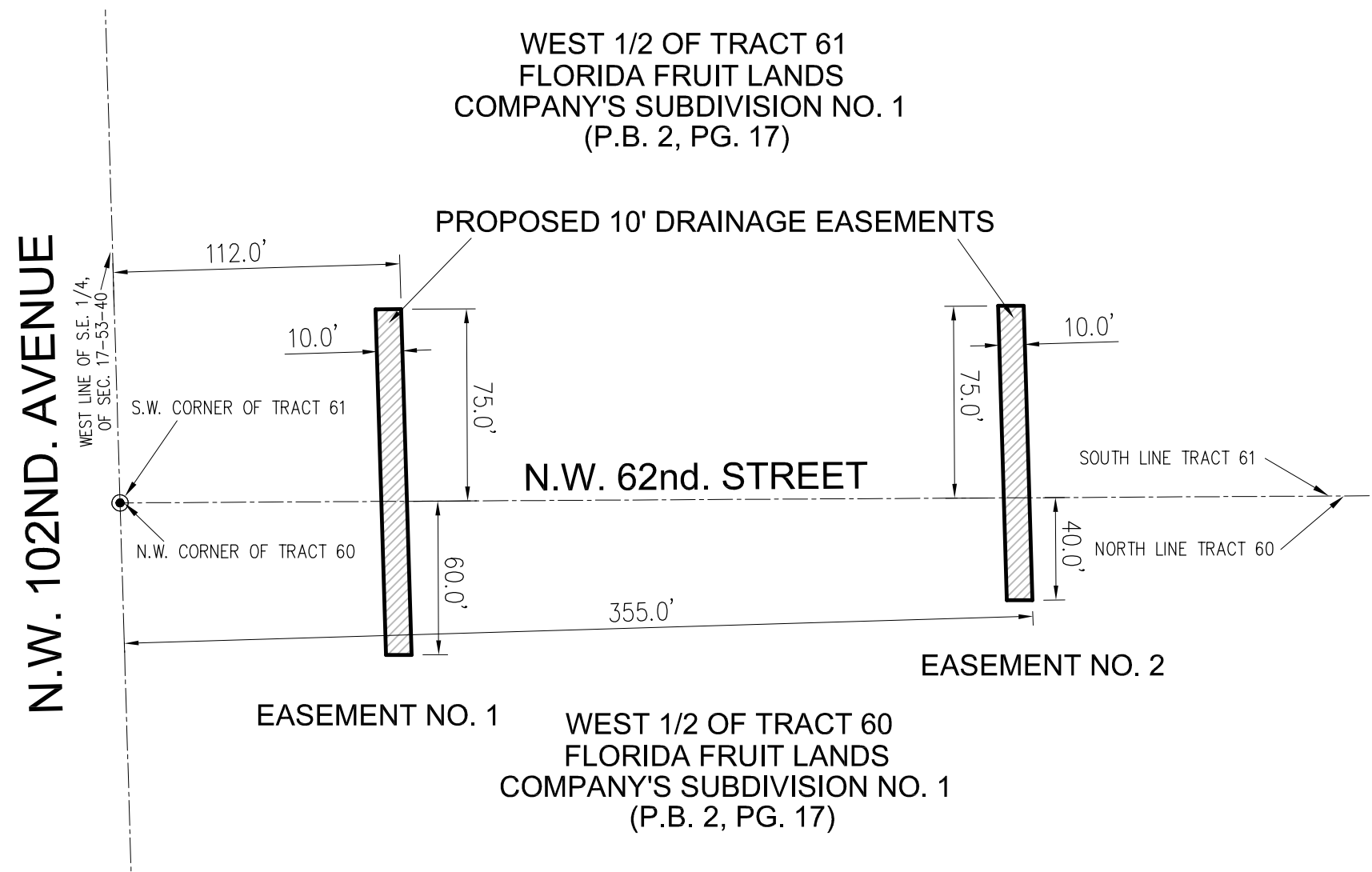
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL. 33014
JOB NUMBER: RP16-0557

SKETCH AND LEGAL DESCRIPTION

Exhibit A3



WEST 1/2 OF TRACT 61
FLORIDA FRUIT LANDS
COMPANY'S SUBDIVISION NO. 1
(P.B. 2, PG. 17)



SURVEYOR'S CERTIFICATE:

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- 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.

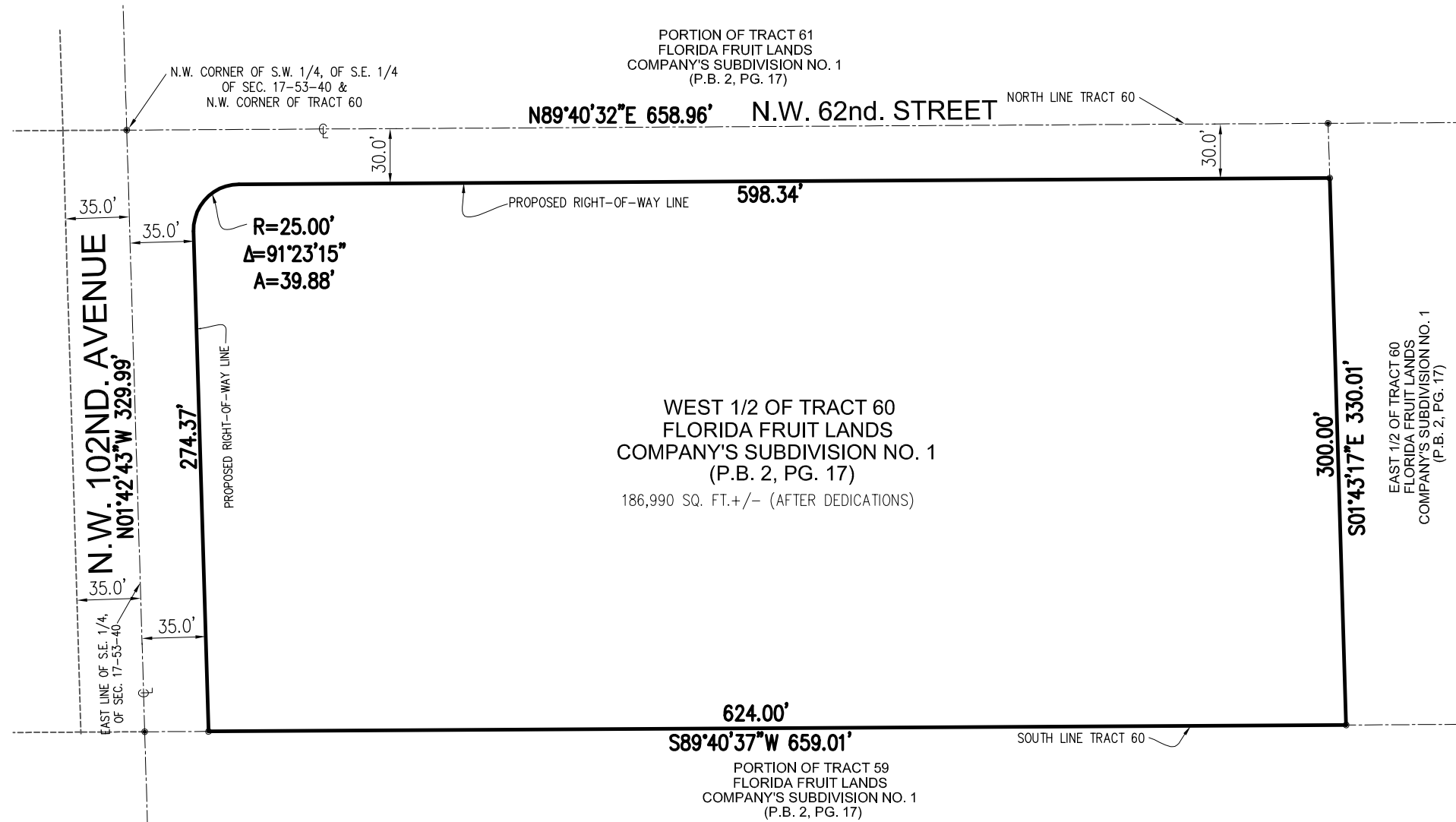
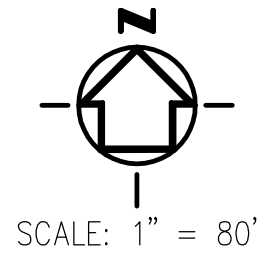
INSTRUMENT PREPARED BY:



LB# 7282
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd STREET SUITE 321
MIAMI LAKE FL. 33014
JOB NUMBER: RP16-0557

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 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:

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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

