

**From:** [Jose](#)  
**To:** [Ron Gorland](#); [Mayor Xavier Garcia](#); [Councilman Bob Best](#); [Councilwoman Grace Bain](#); [Councilman George V. Lob](#); [Councilwoman Jennifer Ator](#); [Jennifer Ator](#)  
**Cc:** [Jan Seiden](#); [James H. Holland](#); [Rich](#)  
**Subject:** Re: Proposed Everglades Pipeline Easement Route  
**Date:** Wednesday, November 07, 2012 10:37:56 AM

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Ron,

I don't disagree with your sentiment.

We will just continue to stay close to the FEC folks. However based on our discussions they are not intending to anything that will put at risk the current relationship they have with the Miami Springs.

We are working on setting up a meeting with them to follow up on numerous issue. I'll keep you advised.

**Jose K. Fuentes**

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**From:** Ron Gorland <[gorlandr@miamisprings-fl.gov](mailto:gorlandr@miamisprings-fl.gov)>

**Date:** Tue, 6 Nov 2012 20:33:15 +0000

**To:** Mayor Xavier Garcia <[garciaz@miamisprings-fl.gov](mailto:garciaz@miamisprings-fl.gov)>, Councilman Bob Best <[bestb@miamisprings-fl.gov](mailto:bestb@miamisprings-fl.gov)>, Councilwoman Grace Bain <[baing@miamisprings-fl.gov](mailto:baing@miamisprings-fl.gov)>, "Councilman George V. Lob" <[lobg@miamisprings-fl.gov](mailto:lobg@miamisprings-fl.gov)>, Councilwoman Jennifer Ator <[atorj@miamisprings-fl.gov](mailto:atorj@miamisprings-fl.gov)>, Jennifer Ator <[jjia@hankinsator.com](mailto:jjia@hankinsator.com)>

**Cc:** Jose Fuentes <[jose@thefrcg.com](mailto:jose@thefrcg.com)>, Jan Seiden <[jseiden@olsrhh.com](mailto:jseiden@olsrhh.com)>, "James H. Holland" <[hollandj@miamisprings-fl.gov](mailto:hollandj@miamisprings-fl.gov)>

**Subject:** FW: Proposed Everglades Pipeline Easement Route

I hope this really is the end of this issue...but somehow I doubt it. We'll stay on it.

Ron

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**From:** Mangum, Daniel G. [<mailto:DMangum@buckeye.com>]

**Sent:** Tuesday, November 06, 2012 3:04 PM

**To:** James H. Holland

**Cc:** Ron Gorland; Jan Seiden

**Subject:** RE: Proposed Everglades Pipeline Easement Route

Thanks Jim, sounds like this closes the door on a proposed route along Ludlam Dr. I really appreciate all your help.

Thanks,

Daniel

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Daniel G. Mangum  
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**From:** James H. Holland [<mailto:hollandj@miamisprings-fl.gov>]  
**Sent:** Tuesday, November 06, 2012 2:01 PM  
**To:** Mangum, Daniel G.  
**Cc:** Ron Gorland; Jan Seiden  
**Subject:** RE: Proposed Everglades Pipeline Easement Route

The lease may be sublet with the prior written consent of the Lessor. However, there is certain language in the lease which makes such assignment unacceptable to the City. Additionally, another provision of the lease prohibits the presence, use, etc., of hazardous materials. As you probably know, Jet fuel is considered as a hazardous material by OSHA. To answer your other question, the City would not be interested in the utilization of any portion of the right-of-way of Ludlam Drive.

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**From:** Mangum, Daniel G. [<mailto:DMangum@buckeye.com>]  
**Sent:** Tuesday, November 06, 2012 12:45 PM  
**To:** James H. Holland  
**Cc:** Ron Gorland; Jan Seiden  
**Subject:** RE: Proposed Everglades Pipeline Easement Route

Jim, thanks for the information. As requested, attached you will find a recent Easement we obtained from a city near Houston that you may use as an example. Given this new information about the property west of Ludlam Dr. belonging to FEC, does the Lease allow the City to grant easements or sub-lease portions of the leased premises to 3<sup>rd</sup> parties? If not, and thus considering other options, would the City of Miami Springs consider issuing an easement and allowing a pipeline

to be installed under the southbound lane, near the western edge, of Ludlam Dr? I look forward to hearing from you.

Thanks,

Daniel

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**From:** James H. Holland [<mailto:hollandj@miamisprings-fl.gov>]  
**Sent:** Tuesday, November 06, 2012 10:50 AM  
**To:** Mangum, Daniel G.  
**Cc:** Ron Gorland; Jan Seiden  
**Subject:** RE: Proposed Everglades Pipeline Easement Route

Mr. Mangum,

Following our telephone conversation of last week, it was brought to my attention that the bike path is on land owned by the FEC Railroad and leased to the City of Miami Springs. The western limits of the City is the section line, which coincidental with the west right-of-way line of Ludlam Drive. The area between the ROW and the western edge of pavement is very narrow and contains overhead power lines, and probably additional utility lines.

Please contact me should you desire further information.

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**From:** Mangum, Daniel G. [<mailto:DMangum@buckeye.com>]  
**Sent:** Wednesday, October 31, 2012 1:24 PM  
**To:** James H. Holland; [mperez@sedainc.com](mailto:mperez@sedainc.com)  
**Subject:** Proposed Everglades Pipeline Easement Route

Gentlemen, thank you for taking the time to talk this morning. As discussed, I am researching a proposed route for a 10" jet fuel pipeline along the westernmost boundary of Miami Springs and Virginia Gardens, specifically between the canal and the edge of Ludlam Dr. as depicted on the attached aerial. My intent is to get a feel from each jurisdiction whether the respective Councils would entertain issuing a permanent pipeline Easement, Permit or License before we deploy resources toward that end. If so, any agreement would obviously include language to protect the Cities including provisions for insurance, indemnity, environmental, property damage, site

restoration, etc. A sample template of such an agreement can be provided if needed. Each city will also receive adequate compensation in exchange for an agreement. Please let me know if you need any additional information in this regard; you are welcome to contact me as needed and I look forward to hearing from each of you.

Thanks,

Daniel

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