

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

1:15-cv-21212-RNS

Case No. _____

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
)
JUAN CARLOS SAINZ;)
SIRAMAD TRUJILLO-SAINZ;)
VICTOR ORTEGA;)
NARINEDAT ROY;)
SAINZ HOMES LLC;)
SION HOME’S BUILDERS LLC; and)
SION HOMES LLC,)
)
Defendants.)
_____)

PARTIAL CONSENT DECREE

WHEREAS, Plaintiff United States of America (“United States”), by the authority of the Attorney General, and at the request of the Secretary of the United States Department of the Army acting through the United States Army Corps of Engineers (“Corps”), has filed a Complaint in this action, alleging that Defendants Juan Carlos Sainz, Siramad Trujillo-Sainz, Victor Ortega, Narinedat Roy, Sainz Homes LLC, Sion Home’s Builders LLC, and Sion Homes LLC (“Defendants”) violated: (a) a Permit issued by the Corps on or about March 16, 2006, pursuant to section 404 of the Clean Water Act (“CWA”), 33 U.S.C. § 1344, regarding discharges of dredged or fill material associated with a housing development project in Miami-Dade County, Florida; and (b) section 301(a) of the CWA, 33 U.S.C. § 1311(a), for discharging dredged or fill material without complying with the Permit;

WHEREAS, a true and correct copy of the Permit, without its enclosures, is attached to this Consent Decree as Appendix A;

WHEREAS, the Complaint requests that the Court award injunctive relief, a civil penalty, and other appropriate relief;

WHEREAS, on November 19, 2014, the United States notified Defendants that it was prepared to file the Complaint;

WHEREAS, on January 28, 2015, Juan Carlos Sainz, Siramad Trujillo-Sainz, and Sainz Homes LLC (“Sainz Defendants”) satisfied the condition or limitation of the Permit that had been continuously violated since the issuance of the Permit, as further explained in Paragraph 22.a. of this Partial Consent Decree;

WHEREAS, the United States and Juan Carlos Sainz, Siramad Trujillo-Sainz, and Sainz Homes LLC (“Sainz Defendants”) agree that settlement of the United States’ claims against the Sainz Defendants alleged in the Complaint is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving such claims against the Sainz Defendants;

WHEREAS, the Court finds that this Partial Consent Decree is a reasonable and fair settlement of the United States’ claims against the Sainz Defendants alleged in the Complaint, and that this Partial Consent Decree adequately protects the public interest in accordance with the CWA; and

THEREFORE, before the taking of any testimony upon the pleadings, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Partial Consent Decree, and upon consent of the Parties hereto by their authorized representatives, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION, VENUE, AND SUFFICIENCY OF COMPLAINT

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to sections 309(b), (d) and 404(s) of the CWA, 33 U.S.C. §§ 1319(b), (d) and 1344(s), and 28 U.S.C. §§ 1331, 1345, and 1355.

2. Venue is proper in the Southern District of Florida pursuant to sections 309(b) and 404(s) of the CWA, 33 U.S.C. §§ 1319(b) and 1344(s), and 28 U.S.C. §§ 1391(b) and (c).

3. For purposes of this Consent Decree and any action to enforce this Partial Consent Decree, the Sainz Defendants consent to the Court's jurisdiction and venue.

4. For purposes of this Partial Consent Decree and any action to enforce this Consent Decree, the Complaint states claims upon which relief can be granted pursuant to CWA sections 301(a), 309(d), and 404(s), 33 U.S.C. §§ 1311(a), 1319(d), and 1344(s).

II. APPLICABILITY

5. This Partial Consent Decree applies to and is binding upon the United States, and upon the Sainz Defendants, their officers, managers, partners, directors, employees, and agents. This Partial Consent Decree does not apply to and is not binding upon Defendants Victor Ortega, Narinedat Roy, Sion Home's Builders LLC, and Sion Homes LLC ("Other Defendants"); the United States' claims against the Other Defendants remain pending.

6. The Sainz Defendants shall provide notice of this Partial Consent Decree to all officers, managers, partners, directors, employees, and agents whose duties might reasonably include compliance with any provision of this Partial Consent Decree.

7. In any action to enforce this Partial Consent Decree, the Sainz Defendants shall not raise as a defense the failure by any of their officers, managers, partners, directors, employees, and agents to take any actions necessary to comply with this Partial Consent Decree.

III. DEFINITIONS

8. Terms used in this Partial Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the statute or such regulations, unless otherwise provided in this Partial Consent Decree.

9. Whenever the terms set forth below are used in this Partial Consent Decree, the definitions in the following subparagraphs shall apply.

a. “CWA” shall mean the Clean Water Act, 33 U.S.C. §§ 1251-1387.

b. “Complaint” shall mean the Complaint filed by the United States in this action.

c. “Corps” shall mean the United States Army Corps of Engineers and any of its successor departments or agencies.

d. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Partial Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next day that is not a Saturday, Sunday, or federal holiday.

e. “Defendants” shall mean Juan Carlos Sainz, Siramad Trujillo-Sainz, Victor Ortega, Narinedat Roy, Sainz Homes LLC, Sion Home’s Builders LLC, and Sion Homes LLC.

f. “Effective Date” shall mean the date on which this Partial Consent Decree is approved and entered by the Court.

g. “Mansions at Sion” shall mean the housing development project that is: (a) the subject of the Permit attached to this Partial Consent Decree as Appendix A; and (b) located at or near the corner of Southwest 22nd Street and 144th Avenue, Section 10, Township 54 South, and Range 39 East, in Miami-Dade County, Florida.

h. “Other Defendants” shall mean Victor Ortega, Narinedat Roy, Sion Home’s Builders LLC, and Sion Homes LLC.

i. “Paragraph” with a capital “P” shall mean a portion of this Partial Consent Decree identified by an Arabic numeral.

j. “Partial Consent Decree” shall mean this Partial Consent Decree, Appendix A attached hereto, and all modifications made effective in accordance with Section XII.

k. “Parties” shall mean the United States and the Sainz Defendants.

l. “Permit” shall mean the permit issued by the Corps on or about March 16, 2006, pursuant to section 404 of the CWA, 33 U.S.C. § 1344, regarding the Mansions at Sion; a true and correct copy of which (without enclosures) is attached to this Partial Consent Decree as Appendix A.

m. “Sainz Defendants” shall mean Juan Carlos Sainz, Siramad Trujillo-Sainz, and Sainz Homes LLC.

n. “Section” with a capital “S” shall mean a portion of this Partial Consent Decree identified by a Roman numeral.

o. “Sion Homes, LLC” shall mean the dissolved Florida limited liability company associated with document number L07000089009 according to the Florida Department of State’s Divisions of Corporations; “Sion Homes, LLC” is distinguishable from Sion Homes LLC (i.e., without a comma before LLC), which is one of the Other Defendants in this action.

p. “United States” shall mean the United States of America acting on behalf of the Corps.

q. “Violation” of “violations” of this Partial Consent Decree shall mean any failure to fulfill any obligation of this Partial Consent Decree, particularly timely paying the civil penalty under Paragraph 18 and timely paying interest under Paragraph 22.

IV. SCOPE OF PARTIAL CONSENT DECREE

10. This Partial Consent Decree shall constitute a complete and final settlement of all claims against the Sainz Defendants alleged in the Complaint, provided that the Sainz Defendants fully comply with this Partial Consent Decree. This Partial Consent Decree shall also constitute a complete and final settlement of any parallel claim the United States may have against “Sion Homes, LLC” -- as that entity is defined in Paragraph 9.o. -- provided that the Sainz Defendants fully comply with this Partial Consent Decree. This Partial Consent Decree does not resolve the United States’ claims against the Other Defendants alleged in the Complaint; they remain pending. Similarly, this Partial Consent Decree does not resolve any indemnification, contribution, or other claim that the Sainz Defendants may have against the Other Defendants.

11. It is the express purpose of the Parties in entering this Partial Consent Decree to further the objectives set forth in CWA section 101, 33 U.S.C. § 1251, and the Permit.

12. The Sainz Defendants’ obligations under this Partial Consent Decree are joint and several. *Accord* Compl. ¶¶ 29, 33 (alleging that Defendants’ “[l]iability for violating any condition or limitation set forth in a permit issued by the Corps under section 404 of the CWA, 33 U.S.C. § 1344, is strict and joint and several,” and that Defendants’ “[l]iability for violating section 301(a) of the CWA, 33 U.S.C. § 1311(a), is strict and joint and several”).

13. This Partial Consent Decree is not and shall not be interpreted to be a permit, or modification of any permit, issued pursuant to any federal, state, or local laws or regulations.

14. This Partial Consent Decree in no way affects or relieves the Sainz Defendants of their responsibility to comply with any applicable federal, state, or local law, regulation or

permit, except that Sainz Defendants' compliance with this Partial Consent Decree shall constitute the Sainz Defendants' compliance with the Permit at issue in the action.

15. This Partial Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

16. The United States reserves any and all legal and equitable remedies available to enforce this Partial Consent Decree and applicable law. This Partial Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CWA or its implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 10 of this Partial Consent Decree.

17. Except as provided in Section I, nothing in this Partial Consent Decree shall constitute an admission of fact or law by the United States or the Sainz Defendants.

V. SPECIFIC PROVISIONS

CIVIL PENALTIES

18. No later than September 30, 2015, the Sainz Defendants shall pay a civil penalty to the United States in the amount of forty five thousand dollars (\$45,000.00).

19. Payment of the civil penalty to the United States shall be made in accordance with the written instructions to be provided to the Sainz Defendants by the United States Department of Justice. Upon payment, the Sainz Defendants shall promptly provide written notice to the United States at the addresses specified in Section IX.

20. The Sainz Defendants shall not deduct any penalties paid under this Partial Consent Decree pursuant to this Section or Section VII in calculating any federal income tax owed.

21. No transfer of ownership or control of the Mansions at Sion shall relieve the Sainz Defendants of their obligation to timely pay the civil penalty under Paragraph 19.

INJUNCTIVE RELIEF

22. Mitigation:

a. On January 28, 2015, the Sainz Defendants paid two hundred twenty two thousand, four hundred eighty two dollars and ninety six cents (\$222,482.96) to Miami-Dade County's Department of Environmental Resources Management on behalf of the Miami-Dade County Freshwater Wetland Mitigation Trust Fund.

b. No later than the thirtieth (30th) Day after the Effective Date, the Sainz Defendants shall also pay to Miami-Dade County's Department of Environmental Resources Management on behalf of the Miami-Dade County Freshwater Wetland Mitigation Trust Fund interest on two hundred twenty two thousand, four hundred eighty two dollars and ninety six cents (\$222,482.96) from March 17, 2006 at a rate equal to the weekly average one-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding March 17, 2006.

c. Interest shall be computed daily to January 28, 2015, and shall be compounded annually.

d. Interest owed here is thirty thousand two hundred seventy six dollars (\$30,276).

e. Upon payment of interest in the amount of \$30,276 to Miami-Dade County's Department of Environmental Resources Management on behalf of the Miami-Dade County Freshwater Wetland Mitigation Trust Fund, the Sainz Defendants shall promptly provide written notice to the United States at the addresses specified in Section IX.

f. No transfer of ownership or control of the Mansions at Sion shall relieve the Sainz Defendants of their obligation to timely pay interest under this Paragraph.

VI. RETENTION OF RECORDS AND RIGHT OF ENTRY

23. Until termination of this Partial Consent Decree, the Sainz Defendants shall retain all documents and electronically stored information that relate to the Sainz Defendants' performance of their obligations under this Partial Consent Decree. Upon request by the United States, the Sainz Defendants shall make any documents or information required to be maintained under this Paragraph available for inspection and copying by the United States.

24. Until termination of this Partial Consent Decree, the United States and its representatives, including attorneys, shall have the right of entry to the Sainz Defendants' places of business, at reasonable times and upon reasonable notice and presentation of credentials, to assess the Sainz Defendants' compliance with Paragraphs 18 and 22 of this Partial Consent Decree and to inspect and review any records required to be kept under this Partial Consent Decree.

25. This Partial Consent Decree in no way limits or affects any other rights of entry and inspection, or any rights to obtain information, held by the United States, including the Corps, pursuant to applicable federal laws, regulations, or permits, including the Permit, nor does it limit or affect any duty or obligation of the Sainz Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

VII. STIPULATED PENALTIES

26. The Sainz Defendants shall be liable for stipulated penalties to the United States for any violation of this Partial Consent Decree in accordance with this Section. A violation

includes failing to fulfill any obligation of this Partial Consent Decree, particularly timely paying the civil penalty under Paragraph 18 and timely paying interest under Paragraph 22.

27. Stipulated penalties shall accrue for violations of this Partial Consent Decree in the amount of two thousand dollars (\$2,000) per Day for each violation.

28. Stipulated penalties under this Section shall begin to accrue on the Day a violation occurs and shall continue to accrue until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Partial Consent Decree.

29. Except as provided in Paragraphs 30 and 31 below, the Sainz Defendants shall pay any stipulated penalty within thirty (30) Days of receiving the United States' written demand. The Sainz Defendants shall make any such payment in accordance with written instructions to be provided by the United States. Upon any such payment, the Sainz Defendants shall provide written notice to the United States, at the addresses specified in Section IX.

30. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Partial Consent Decree.

31. Any disputes concerning the amount of stipulated penalties or the underlying violation that gives rise to the assessment of stipulated penalties are subject to the Dispute Resolution provisions of Section VIII. Stipulated penalties and any applicable interest shall continue to accrue but need not be paid until the following:

a. If the dispute is resolved by agreement between the Parties, the Sainz Defendants shall pay the amount due under such agreement, together with any applicable interest, to the United States within thirty (30) Days of the effective date of the agreement.

b. If the dispute cannot be resolved between the Parties and is taken to the Court, in the event that the Court determines that stipulated penalties are owed, the Sainz

Defendants shall pay all accrued penalties determined by the Court to be owed, together with any applicable interest, within thirty (30) Days of receiving the Court's decision, except as provided in subparagraph c, below. In the event that the Court determines that the Sainz Defendants do not owe any stipulated penalties, such a determination shall be controlling, except as provided in subparagraph c, below.

c. If any party appeals the Court's decision to the Court of Appeals (or beyond), the Sainz Defendants shall pay all accrued penalties determined to be owed, together with any applicable interest, within fifteen (15) Days of receiving the final appellate decision.

32. If the Sainz Defendants fail to pay stipulated penalties in accordance with this Partial Consent Decree, the Sainz Defendants shall be liable for interest on such penalties from the date payment became due at a rate equal to the weekly average one-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date payment became due. Interest shall be computed daily until the date payment is made and shall be compounded annually. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for the Sainz Defendants' failure to pay any stipulated penalties.

33. The stipulated penalties provided for in this Partial Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for the Sainz Defendants' violation of this Partial Consent Decree or applicable law.

VIII. DISPUTE RESOLUTION

34. Unless otherwise expressly provided for in this Partial Consent Decree, the dispute resolution procedures of this Section ("Dispute Resolution") shall be the exclusive mechanism for the Sainz Defendants to resolve all of their disputes arising under or with respect

to this Partial Consent Decree. The Sainz Defendants' failure to seek resolution of a dispute under this Section shall preclude the Sainz Defendants from raising any such issue as a defense to any action by the United States to enforce any obligation of the Sainz Defendants arising under or with respect to this Partial Consent Decree.

35. Any dispute the Sainz Defendants have that is subject to Dispute Resolution shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the Sainz Defendants send the United States, at the addresses listed in Section IX, a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty one (21) Days from the date the dispute arises, unless that period is modified in writing by the United States. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within thirty (30) Days after the conclusion of the informal negotiation period, the Sainz Defendants file with the Court a motion seeking judicial resolution of the dispute.

36. In any dispute submitted by the Sainz Defendants to the Court for resolution pursuant to this Section, the Sainz Defendants shall have the burden of proving by a preponderance of evidence that the United States' position is not in accordance with the objectives of this Partial Consent Decree, the CWA, and the Permit, and that the Sainz Defendants' position will achieve compliance with this Partial Consent Decree, the CWA, and the Permit.

37. The invocation of Dispute Resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the Sainz Defendants under this Partial Consent Decree. Stipulated penalties and interest, if applicable to the disputed matter,

shall continue to accrue from the first Day of violation, but payment shall be stayed pending resolution of the dispute as provided in Section VII. If the Sainz Defendants do not prevail on the disputed issue, stipulated penalties, and interest, if applicable, shall be assessed and paid as provided in Section VII.

IX. ADDRESSES

38. All notices and communications required under this Partial Consent Decree shall be made to the Parties through each of the following persons and addresses:

a. To the United States:

i. United States Department of Justice:

Andrew J. Doyle
P.O. Box 7611
Washington, DC 20044
(202) 514-4427
andrew.doyle@usdoj.gov
re: DJ#90-5-1-1-20150

ii. The Corps:

Robert Kirby
Enforcement Section
U.S. Army Corps of Engineers
9900 SW 107 Ave, #203
Miami, FL 33176
(305) 779-6050
robert.j.kirby@usace.army.mil

B. Seth Johnson
Assistant District Counsel
U.S. Army Corps of Engineers
701 San Marco Boulevard
Jacksonville, FL 32207
(904) 232-1041
benjamin.s.johnson@usace.army.mil

b. To the Sainz Defendants:

Keith J. Merrill
Keith J. Merrill, P.A.
7901 SW 67 Avenue
Suite 206
Miami, FL 33143
(305) 663-0506
kjmpa@bellsouth.net

39. Any party may, by written notice to the other party, change its designated notice recipient or notice address provided above.

40. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Partial Consent Decree or by mutual agreement of the Parties in writing.

X. COSTS OF SUIT

41. Each party to this Partial Consent Decree shall bear its own costs and attorneys' fees in this action. Should the Sainz Defendants subsequently be determined by the Court to

have violated this Partial Consent Decree, the Sainz Defendants shall be liable for any costs or attorneys' fees incurred by the United States in any action against the Sainz Defendants for noncompliance with or enforcement of this Partial Consent Decree.

XI. PUBLIC COMMENT

42. The Parties acknowledge that after the lodging and before the entry of this Partial Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Partial Consent Decree if the comments received disclose facts or considerations which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. The Sainz Defendants agree not to withdraw from, oppose entry of, or to challenge any provision of this Partial Consent Decree, unless the United States has notified the Sainz Defendants in writing that it no longer supports entry of the Partial Consent Decree. The Sainz Defendants consent to entry of this Partial Consent Decree in its present form without further notice.

XII. MODIFICATION

43. The terms of this Partial Consent Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Partial Consent Decree, it shall be effective only upon approval by the Court.

XIII. SIGNATORIES/SERVICE

44. Each undersigned representative of the Sainz Defendants and the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Partial Consent Decree and to execute and legally bind the party he or she represents to this document.

45. This Partial Consent Decree may be signed in counterparts, such counterpart signature pages shall be given full force and effect, and its validity shall not be challenged on that basis. The Sainz Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Partial Consent Decree and to waive any formal service requirements set forth in the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XIV. INTEGRATION

46. This Partial Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Partial Consent Decree and supersedes any prior agreements and understandings, whether verbal or written, concerning the settlement embodied herein. Other than Appendix A (Section XVII) and modifications (Section XII), no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Partial Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Partial Consent Decree.

XV. FINAL JUDGMENT AND RETENTION OF JURISDICTION

47. Upon approval and entry of this Partial Consent Decree by the Court, this Partial Consent Decree shall constitute a final judgment, and the Clerk of Court may administratively close this case.

48. This Court retains jurisdiction over this action for purposes of resolving disputes arising under this Partial Consent Decree, or entering orders modifying this Partial Consent Decree, or effectuating or enforcing compliance with the terms of this Partial Consent Decree.

XVI. TERMINATION

49. After the Sainz Defendants have paid the civil penalty in accordance with Paragraph 18; paid the interest in accordance with Paragraph 22; and paid any outstanding stipulated penalties required by this Partial Consent Decree, the Sainz Defendants may submit to the United States, at the addresses listed in Section IX, a written Request for Termination, stating that the Sainz Defendants have satisfied these requirements, together with supporting documentation (or referencing documentation the Sainz Defendants previously provided to the United States).

50. If the United States agrees that the Partial Consent Decree may be terminated, the Parties shall submit, for the Court's approval, an appropriate motion to terminate the Partial Consent Decree.

51. If the United States does not agree that the Partial Consent Decree may be terminated or if the United States does not respond to the Sainz Defendants' Request for Termination within thirty (30) Days of service, the Sainz Defendants may invoke the Dispute Resolution provisions of Section VIII.

XVII. APPENDIX

52. The following Appendix is attached to and part of this Partial Consent Decree:

- a. Appendix A: the Permit for the Mansions at Sion (without enclosures).

IT IS SO ORDERED

Dated, entered, and made effective this _____ day of _____, 2015.

UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF UNITED STATES OF AMERICA:

John C. Cruden

Assistant Attorney General

/s/ Andrew J. Doyle
Andrew J. Doyle



Dated: March 27, 2015

Trial Attorney

United States Department of Justice

Environment & Natural Resources Division

P.O. Box 7611

Washington, DC 20044

(202) 514-4427

andrew.doyle@usdoj.gov

Wilfredo A. Ferrer

United States Attorney

Carlos J. Raurell

Assistant United States Attorney

United States Attorney's Office, Southern District of Florida

99 NE 4th Street

Miami, FL 33132

(305) 961-9243

carlos.raurell@usdoj.gov

FOR THE CORPS OF ENGINEERS:



Donnie Kinard

Dated: 3/27/15

Chief, Regulatory Division

Jacksonville District

U.S. Army Corps of Engineers

701 San Marco Boulevard

Jacksonville, FL 32207

FOR THE SAINZ DEFENDANTS:

Juan Sainz
Juan Carlos Sainz

Dated: 2/27/15.

Address: 2423 SW 147 AVE B-179
MIAMI
FL

Telephone: 305-303-5442

Siramad Trujillo-Sainz
Siramad Trujillo-Sainz

Dated: 2/27/15

Address: 2423 SW 147 AVE #179
MIAMI, FL

Telephone: 305 275 3793

Juan Sainz
Sainz Homes LLC

Dated: 2/27/15.

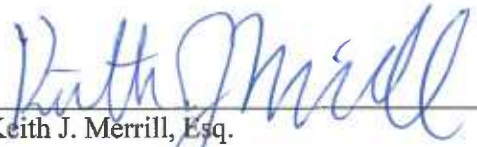
By: Juan C. Sainz

Title: MGRM

Address: 2423 SW 147 AVE B179
MIAMI
Florida

Telephone: 305-303-5442

COUNSEL FOR THE SAINZ DEFENDANTS:


Keith J. Merrill, Esq.

Keith J. Merrill, P.A.

7901 SW 67 Avenue

Suite 206

Miami, FL 33143

(305) 663-0506

kjmpa@bellsouth.net

Dated: 2/27/15

Appendix A to the Partial Consent
Decree:

Permit for the Mansions at Sion
(without enclosures)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS

Miami Regulatory Office
11420 N. Kendall Drive, Suite 104
Miami, Florida 33176

Regulatory Division
South Permits Branch
Miami Regulatory Office
2006-570 (GP-MLC)

MAR 16 2006

Mansions at Sion
c/o Victor Ortega
Sion Home Builders, LLC
2233 Southwest 153 Path
Miami, Florida 33185

Dear Permittee:

Reference is made to your joint permit application received January 27, 2006, regarding the placement of fill in 9.283 acres of jurisdictional freshwater wetlands. The project "Mansions at Sion" is located along Southwest 144th Avenue, west of the canal, between theoretical Southwest 22 Street and theoretical Southwest 23rd Terrace within the Bird Drive Wetland Basin, in Section 10, Township 54 South, Range 39 East, Miami-Dade County, Florida. (folios #30-4910-003-0420, #30-4910-003-0430 & #30-4910-003-0440)

The proposed work is authorized by General Permit SAJ-74, a copy of which is enclosed for your information and use. You are authorized to proceed with the project in accordance with the enclosed drawings subject to ALL conditions of the permit. The Special and General Conditions are also found at

http://www.saj.usace.army.mil/permit/permitting/general_permits/saj_74.pdf

If the work is authorized after the fact, no further work may be undertaken and you should contact this office, regarding any future actions. A determination of the status of the General Permit will be made and you will be advised. If the General Permit has been reissued with no substantive change(s), a request for an extension of your previous authorization will be considered. If the General Permit has not been reissued or was reissued with new conditions, a new application and drawings may need to be submitted for further review.

The following site-specific special conditions are required in addition to those found on the attached SAJ-74 list of Special Conditions:

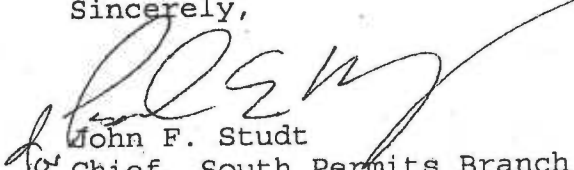
1. Prior to the start of construction, the permittee will provide to the Miami-Dade County Freshwater Wetland Mitigation Trust Fund, 33 S.W. 2nd Ave., 4th Fl., Miami, FL 33130, a monetary mitigation fee to compensate for 9.283 acres of wetlands impacts. The permittee agrees to submit \$426,874.29 to the above-referenced agency, which may credit one-third (\$142,291.43) to the Special Area Management Committee and provide the remaining two-thirds (\$284,582.86) to The National Park Foundation benefiting the Hole-in-the-Donut Restoration Area.
2. During construction, there must be no storage of construction materials, equipment, or debris on any adjacent properties.
3. Please contact the Miami Field Office at least 24 hours prior to the beginning of construction.

Please write your Department of the Army permit number on your check or money order. Proof of payment will be made to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, Attention: Ms. Lisa Abernathy, Post Office Box 4970, Jacksonville, Florida 32232-0019, fax 904-232-1684, telephone 904-232-2070, and to US Army Corps of Engineers, Attn: Ms. Megan Clouser, 11420 North Kendall Drive, Suite 104, Miami, Florida 33176.

Point of contact for the correspondence is Megan Clouser at the letterhead address above or by telephone at 305-526-7182.

Thank you for your cooperation with our permit program.

Sincerely,


John F. Studt
Chief, South Permits Branch

Enclosure

CF: CESAJ-RD-PE

The National Park Foundation
Attn: Loleta Thomas
11 Dupont Circle Northwest, Suite 600
Washington, D.C. 20036-1224

Everglades & Dry Tortugas National Park
Attn: Craig Smith
40001 State Road 9336
Homestead, FL 33034

Department of Environmental Resources Management
Wetlands Section - 4th Floor
33 S.W. 2nd Ave.
Miami, FL 33130