MEMORANDUM

Agenda Item No. 11(A)(2)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	April 2, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution reserving 100,000 gallons per day of potable water capacity for a 20-year period to serve property located in Section 8, Township 52 South, Range 40 East

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

/

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
4-2-13

RESOLUTION NO. _____

RESOLUTION RESERVING 100,000 GALLONS PER DAY OF POTABLE WATER CAPACITY FOR A 20-YEAR PERIOD TO SERVE PROPERTY LOCATED IN SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST AND RECOGNIZING THAT THE GRAHAM COMPANIES HAS USED REASONABLE GOOD FAITH EFFORTS TO COMPLY WITH WATER CONSERVATION AND RE-USE PROVISION OF DECLARATION OF RESTRICTIONS

WHEREAS, on or about June 21, 2006, Miami-Dade County (the "County") and the City of Hialeah (the "City") entered into a Joint Participation Agreement ("JPA") to design, construct and operate a reverse osmosis water treatment plant (the "RO Plant"); and

WHEREAS, the purpose of the RO Plant is to meet alternative water supply requirements in the County's 20-year Consumptive Use Permit issued by the South Florida Water Management District and to address the State of Florida Department of Community Affairs' Objections, Recommendations, and Comments Report for Miami-Dade County Amendment 06-1 dated February 20, 2006; and

WHEREAS, the City is responsible for the design, construction and operation of the RO Plant and the County shares equally with the City in the costs of the RO Plant; and

WHEREAS, the City, in consultation with the County, made diligent inquiries to identify appropriate locations for suitable well locations (the "Well Sites") to serve the RO Plant in accordance with the JPA and determined that four Well Sites ("Property Well Sites") and sufficient land to provide access thereto (the "Road Property") is the best alternative to serve the RO Plant, which Property Well Sites and Road Property are owned by The Graham

Companies, a Florida corporation ("Graham") and are located within property legally described in Exhibit "A" (the "Property") owned by Graham and affiliates of Graham (collectively, the "Owner"); and

WHEREAS, the Property is included within the land that constituted Application No. 5 that was part of the April 2005 cycle to amend the Miami-Dade County Comprehensive Development Master Plan, which was approved by Miami-Dade County in April of 2006 and was referenced by the State of Florida Department of Community Affairs as Miami-Dade County Amendment No. 06-1; and

WHEREAS, in April of 2006, the Owner of the Property executed a Declaration of Restrictions which is recorded in OR Book 24479, at page 689 of the Public Records of Miami-Dade County, Florida (the "Declaration"), a copy of which is attached hereto as Exhibit "B", which provides, in part:

> **Water Conservation and Re-Use.** Owner hereby agrees to use its reasonable good faith efforts to work with the City of Hialeah and the applicable State of Florida, regional, and Miami-Dade County agencies charged with regulating potable water consumption and quality to address the issue raised by the State of Florida Department of the Community Affairs in the Objections, Recommendations, and Comments Report for Miami-Dade County Amendment 06-1 dated February 20, 2006, relative to the availability of an adequate potable water supply to serve the Property, to the extent that development of the Property pursuant to the Owner's Request will result in increased water consumption. The Owner also agrees that, prior to site plan approval for the development of the Property, Owner shall provide the County with reasonable assurances, satisfactory to the County, that there is adequate potable water supply available to serve the development of the Property pursuant to its site plan approval application; and

WHEREAS, in satisfaction of the foregoing provision of the Declaration, the Owner has provided certain temporary easements ("Temporary Easements") to the City as the

responsible party for the construction of the RO Plant and agreed to convey the Property Well Sites and the Road Property to the City ("Conveyance") for access to, and the installation and operation of, the four Property Well Sites; and

WHEREAS, the Property Well Sites and the Road Property to be conveyed to the City are legally described in Exhibit "C" and referred to as the "Conveyance Property"; and

WHEREAS, upon conveyance of the Conveyance Property to the City, the Owner will have used its reasonable good faith efforts to work with the City and County under the requirements of the Declaration; and

WHEREAS, following the Conveyance, the remaining portion of the Property is legally described in Exhibit "D" ("Remaining Property"); and

WHEREAS, in consideration of its good faith efforts to its detriment, the Temporary Easements and the Conveyance, all for the benefit of the joint RO Plant project of the County and City, the Owner has requested that the County reserve sufficient potable water capacity to serve the Remaining Property, which based on the estimated development program at the time that the Owner executed and proffered the Declaration to the County is 100,000 gallons of potable water per day (the "Water Reservation"); and

WHEREAS, the reservation of 100,000 gallons of potable water per day for the Remaining Property reserved by this Resolution provides the County with reasonable assurances that there is and will be adequate water supply available to serve the development of the Remaining Property at the time of site plan approval in satisfaction of the requirements set forth above in the Declaration, provided, however, that notwithstanding satisfaction of the requirements set forth in the Declaration, to the extent that the development plan at the time of site plan approval contains uses exceeding 100,000 gallons of potable water per day, such additional

marginal capacity is not reserved by this Resolution and must be reserved at the time, if available, in accordance with laws and regulations in effect at that time; and

WHEREAS, the Owner has requested that the County grant the Water Reservation, with the Water Reservation expiring twenty (20) years from the Conveyance, unless extended by a standard water and sewer service agreement between the Owner and the agency with appropriate jurisdiction within said twenty (20) year period; and

WHEREAS, this action reserving potable water capacity to serve the Remaining Property does not relieve the Owner of its obligations to otherwise comply with all appropriate laws relative to its design, installation and actual connection of the Remaining Property to the County's water and sewer system, including the payment of the connection charges and impact fees in effect at the time of connection; and

WHEREAS, the Owner recognizes that the County is granting this Water Reservation and makes these findings concerning the Declaration contingent on the Conveyance; and

WHEREAS, the County recognizes that the Owner (a) would not complete the Conveyance without the Water Reservation; (b) that the Water Reservation and findings relative to the Declaration are important consideration for the Owner in this transaction; (c) the Water Reservation is consistent with the County's adopted Comprehensive Development Master Plan (CDMP) Policies CIE-5C and WS-6F which provide that it is the County's policy to use water generated from the RO Plant first to satisfying the total potable water demand from development of the site of Application No. 5; and (d) that the Owner, therefore, is entering into agreements with the City in good-faith reliance upon this action of the County granting the Water Reservation and acknowledging compliance by Owner with the terms of the Declaration,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. In consideration of The Graham Companies conveying the Conveyance Property at the appraised value to the City to serve the RO Plant, which Conveyance is in the public interest, Miami-Dade County through the Miami-Dade Water and Sewer Department shall reserve 100,000 gallons of potable water per day ("Water Reservation") for the beneficial use of future development of the Remaining Property. The Water Reservation will take effect automatically upon the Conveyance of the Conveyance Property to the City and shall expire twenty (20) years from the date of said Conveyance (the "Term"). The Water Reservation may be extended beyond the Term in accordance with the laws and regulations in effect at that time. Such long term Water Reservation is unique to the subject circumstances and shall not serve as any precedent for future requests for long-term water reservations.

Section 3. The Board recognizes that Owner has complied with the good-faith obligations imposed in the Water Conservation and Re-Use portion of the Declaration and that the Water Reservation will satisfy the reasonable assurance provision of the Declaration, and the Board recognizes that Owner is relying upon this Resolution in its decision to proceed with the Conveyance.

Section 4. The County Mayor or Mayor's designee has authority to take appropriate actions and execute any necessary documents to implement this Resolution following approval of such documents for legal sufficiency by the County Attorney's Office.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

EXHIBIT "A"
Legal Description
Property

Parcel 1:

That portion of the Plat of CHAMBERS LAND COMPANIES SUBDIVISION, in Section 8, Township 52 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida, lying Southeasterly of the Homestead Extension of the Florida Turnpike, (State Road 821), less the East ½ of the Southeast ¼ of said Section 8 and less the South and West 60 feet thereof for canal right-of-way.

Parcel 2:

The East ½ of the Southeast ¼ of Section 8, Township 52 South, Range 40 East, less the South 60 feet thereof, as shown on that Plat of CHAMBERS LAND COMPANIES SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

CFN 2006R0468102
OR Bk 24479 Pgs 0689 - 696† (8pgs)
RECORDED 05/02/2006 11:49:10
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: **Kerri L. Barsh, Esq.**
Address: **1221 Brickell Avenue**
Miami, Florida 33131

A/1

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, The Graham Companies, Cynthia Graham Gordon, Elizabeth Graham Martinez and Carol Graham Wyllie (collectively the "Owner") hold the fee simple title to the land described in Exhibit "A," attached hereto and hereinafter called the "Property," and

WHEREAS, the Owner seeks to have the Miami-Dade County, Florida, Urban Development Boundary expanded to include the Property and to have the land use designation of the Property re-designated from "Open Land" to "Industrial and Office (the Owner's Request);" and

NOW, THEREFORE, IN ORDER TO ASSURE Miami-Dade County, Florida (the "County") that the representations made by the Owner during consideration of Comprehensive Development Master Plan Standard Amendment Application No. 5 (April 2005 Cycle) ("the Application") relative to the Property will be abided by the Owner freely, voluntarily and without duress, Owner makes the following Declaration of Restrictions covering and running with the Property:

1. **Prohibition on Residential Uses.** Owner agrees not to develop or maintain any residential uses within or on the Property.

2. **Maximum Trip Threshold.** Owner agrees to limit development of the Property to land uses that will generate no more than 2,582 net external P.M. peak hour trips (Property Trip Threshold).

3. **Water Conservation and Re-Use.** Owner hereby agrees to use its reasonable good-faith efforts to work with the City of Hialeah and the applicable State of Florida, regional, and Miami-Dade County agencies charged with regulating potable water consumption and quality to address the issue raised by the State of Florida Department of the Community Affairs in the Objections, Recommendations, and Comments Report for Miami-Dade County Amendment 06-1 dated February 20, 2006, relative to the availability of an adequate potable water supply to serve the Property, to the extent that development of the Property pursuant to Owner's Request will result in increased water consumption. The Owner also agrees that, prior to site plan approval for development of the Property, Owner shall provide the County with reasonable assurances, satisfactory to the County, that there is adequate potable water supply available to serve the development of the Property pursuant to its site plan approval application.

4. **Covenant Running with the Land**. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the Public Records of Miami-Dade County, Florida and shall remain in full force and

IV

effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

5. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Declaration may be modified, amended, added to, derogated or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Property, including joinder of all mortgagees, if any. In the event that there is a recorded homeowners association covering any portion of the Property, said homeowners association may, on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners association. Any consent made pursuant to a vote of the homeowners association shall be evidenced by a written resolution of the homeowners association and a sworn certification executed by the secretary of the homeowners association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association and that the homeowners association is authorized pursuant to the articles of incorporation and the bylaws of the association to make such consent. Any modification, amendment or release must also be approved by the Board of County Commissioners of Miami-Dade County, Florida. However, any modification, amendment, derogation, or release of this Declaration shall only be made pursuant to the provisions governing amendments to comprehensive plans as set forth in Section 2-116.1 of the Code of Miami-Dade County, Chapter 163, Part II, of the Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), Section 2-116.1 of the Miami-Dade County Code of Ordinances, and any successor legislation which may, from time to time, govern the amendment of Miami-Dade County's Comprehensive Development Master Plan. Should this Declaration be so modified, amended, added to, derogated or released by the Miami-Dade Board of County Commissioners or any of its successor entities, after a public hearing, the Director of the Miami-Dade County Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by the Director's assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, derogation, or release.

7. **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full

power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

8. **Enforcement**. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

9. **Authorization for Miami-Dade County to Withhold Permits and Inspections**. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

10. **Election of Remedies**. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

11. **Severability**. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

12. **Recording**. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

13. **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

14. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

(Space reserved for Clerk)

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 25th day of APRIL, 2006.

IN WITNESS WHEREOF, THE GRAHAM COMPANIES (Corporate name) has caused these presents to be signed in its name by its proper officials.

Witnesses:

Signature

DIANNE W. KUSHI
Print Name

Signature

Isbela Castellanos.
Print Name

THE GRAHAM COMPANIES
6843 Main Street
Miami Lakes, Florida 33014

By: _____
Stuart S. Wyllie, President

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by STUART S. WYLLIE, as President of THE GRAHAM COMPANIES on behalf of the corporation.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 25th day of April, 2006, in the County and State aforesaid.

Signature

Vanessa E. Gonzalez
Print Name

Notary Public-State of Florida
My Commission Expires: April 18, 2007

VANESSA E. GONZALEZ
MY COMMISSION # DD 183931
EXPIRES: April 18, 2007
Bonded Thru Notary Public Underwriters

(Space reserved for Clerk)

Witnesses:

Signature

LAURA KIERNAN
Print Name

By: Cynthia Graham Gordon
Cynthia Graham Gordon

Signature

Ryan Caswell
Print Name

STATE OF COLORADO
COUNTY OF Summit

The foregoing instrument was acknowledged before me by CYNTHIA GRAHAM GORDON.

She is personally known to me or has produced Drivers License as identification.

Witness my signature and official seal this 21st day of April, 2006, in the County and State aforesaid.

Signature

Janet Blackman
Print Name

Notary Public-State of Colorado
My Commission Expires: 5-18-09

JANET BLACKMAN NOTARY PUBLIC STATE OF COLORADO

(Space reserved for Clerk)

Witnesses:

Signature

LUIS O. APARICIO

Print Name

By: Elizabeth G Martinez
Elizabeth Graham Martinez

Signature

Anthony Almeida

Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by ELIZABETH GRAHAM MARTINEZ.

She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 20th day of April, 2006, in the County and State aforesaid.

KATRINA SECADES
Notary Public State of Florida
My Commission Expires Apr 6, 2008
Commission # DD307678
Bonded By National Notary Assn.

Katrina Secades
Signature

Katrina Secades
Print Name

Notary Public-State of Florida
My Commission Expires: April 16th, 2008

(Space reserved for Clerk)

Witnesses:

Signature

Print Name

Signature

Print Name

By: Carol Graham Wyllie

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by CAROL GRAHAM WYLLIE.

She is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 21st day of April, 2006, in the County and State aforesaid.

Signature

Print Name

Notary Public-State of Florida
My Commission Expires: April 18 2007

VANESSA E. GONZALEZ
MY COMMISSION # DD 183931
EXPIRES: April 18, 2007
Bonded Thru Notary Public Underwriters

MIA-FS1\1789552v01\02055.430600

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

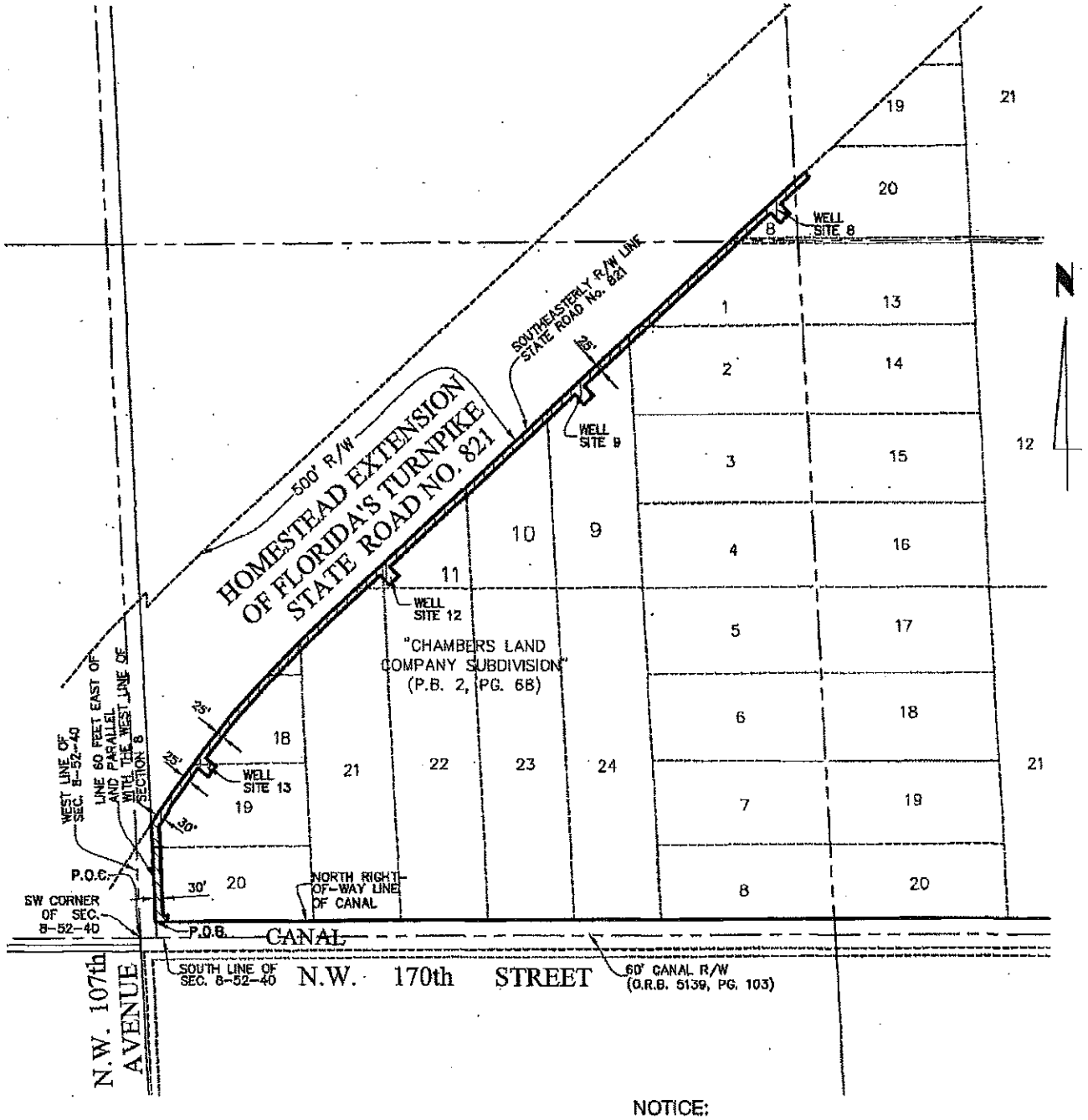
That portion of the Plat of CHAMBERS LAND COMPANIES SUBDIVISION, in Section 8, Township 52 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida, lying Southeasterly of the Homestead Extension of the Florida Turnpike, (State Road 821), less the East 1/2 of the Southeast 1/4 of said Section 8 and less the South and West 60 feet thereof for canal right-of-way.

PARCEL 2:

The East 1/2 of the Southeast 1/4 of Section 8, Township 52 South, Range 40 East, less the South 60 feet thereof, as shown on that Plat of CHAMBERS LAND COMPANIES SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida.

MIA-FS1\1789540v01\02055.430600

EXHIBIT C

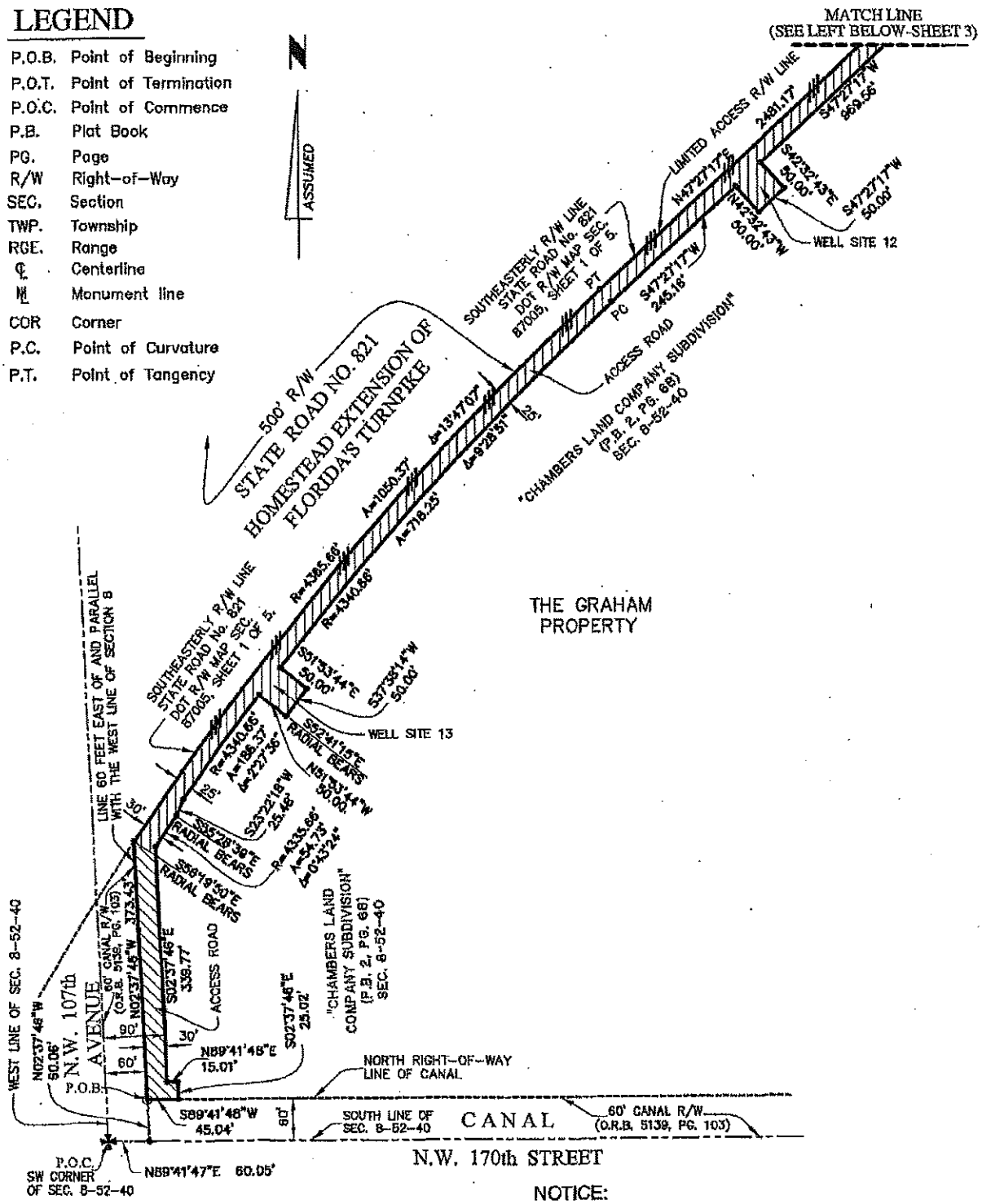


NOTICE:
Not full and complete without Pages 2 thru 5

EXHIBIT LOCATION SKETCH NOT TO SCALE -THIS IS NOT A SURVEY-	WELL SITES AND ACCESS ROAD "REVERSE OSMOSIS TREATMENT PLANT" N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA MIAMI-DADE COUNTY Section 8, Township 52 South, Range 40 East Date: May 8th, 2012

LEGEND

P.O.B.	Point of Beginning
P.O.T.	Point of Termination
P.O.C.	Point of Commence
P.B.	Plat Book
PG.	Page
R/W	Right-of-Way
SEC.	Section
TWP.	Township
RGE.	Range
℄	Centerline
ℳ	Monument line
COR	Corner
P.C.	Point of Curvature
P.T.	Point of Tangency



NOTICE:
Not full and complete without Pages 1, 3, 4 & 5

EXHIBIT SKETCH

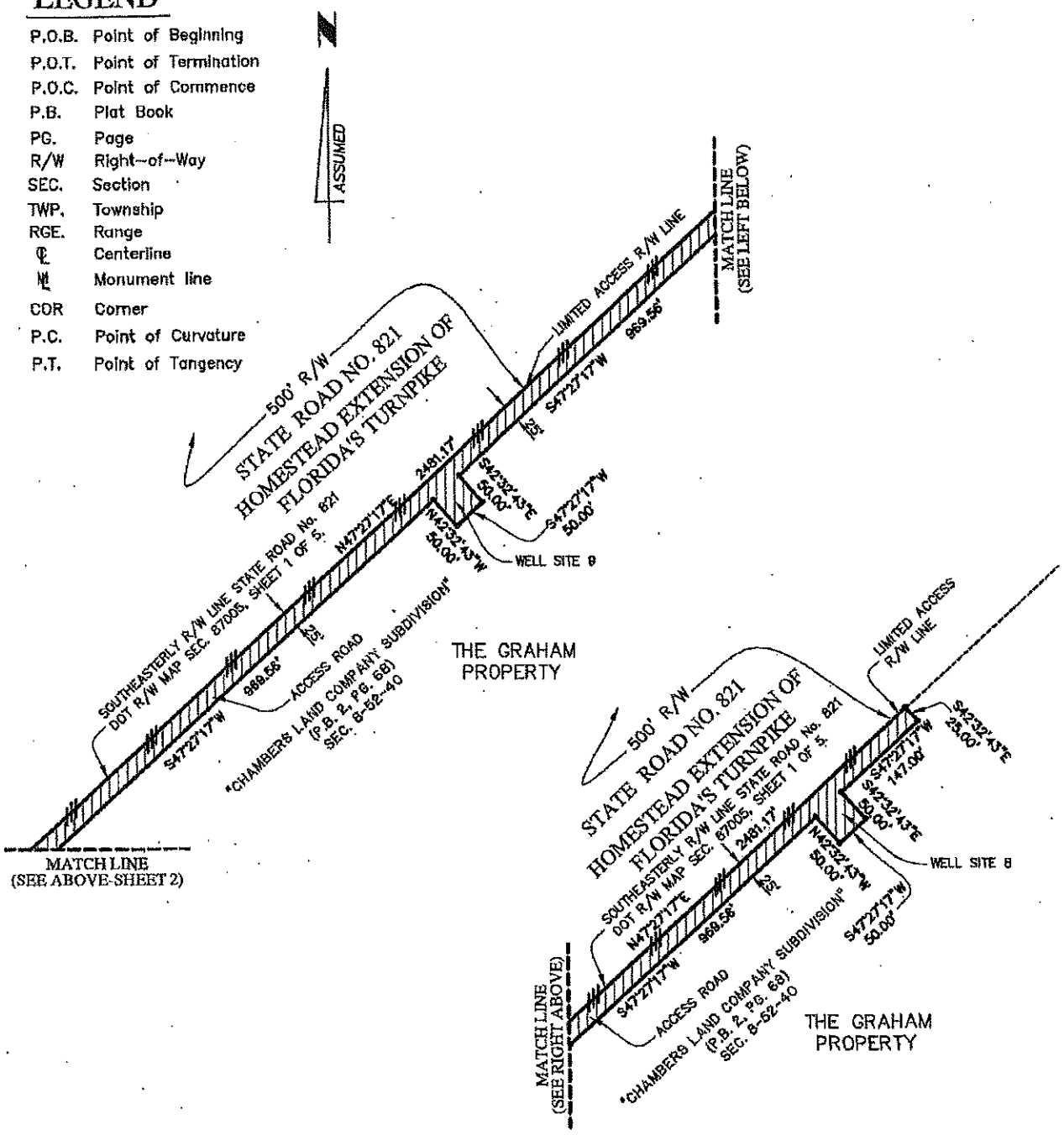
-THIS IS NOT A SURVEY-

0' 100' 200'
GRAPHIC SCALE
SCALE : 1" = 200'

WELL SITES AND ACCESS ROAD
"REVERSE OSMOSIS TREATMENT PLANT"
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA
MIAMI-DADE COUNTY
Section 8, Township 52 South, Range 40 East
Date: May 8th, 2012

LEGEND

P.O.B.	Point of Beginning
P.O.T.	Point of Termination
P.O.C.	Point of Commence
P.B.	Plat Book
PG.	Page
R/W	Right-of-Way
SEC.	Section
TWP.	Township
RGE.	Range
℄	Centerline
ℳ	Monument line
COR	Corner
P.C.	Point of Curvature
P.T.	Point of Tangency



NOTICE:
Not full and complete without Pages 1, 2, 4 & 5

EXHIBIT
SKETCH

-THIS IS NOT A SURVEY-

0' 100' 200'
GRAPHIC SCALE
SCALE : 1" = 200'

WELL SITES AND ACCESS ROAD
"REVERSE OSMOSIS TREATMENT PLANT"
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA
MIAMI-DADE COUNTY
Section 8, Township 52 South, Range 40 East
Date: May 8th, 2012

LEGAL DESCRIPTION OF WELL SITES AND ACCESS ROAD :

A strip of land for well sites and access road purposes, in that portion of Section 8, Township 52 South, Range 40 East, Miami-Dade County, Florida, lying 60 feet East of the West line of said Section 8 and Southeasterly of the Southeasterly Right of Way line of State Road No. 821, Homestead Extension of Florida's Turnpike, more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 52 South, Range 40 East; thence N89°41'47"E, along the South line of said Section 8 for a distance of 60.05 feet; thence N02°37'46"W, for a distance of 60.06 feet to a point on the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, also being the Point of Beginning; thence continue N02°37'46"W, along a line 60 feet East of and parallel with the West line of said Section 8, for a distance of 373.43 feet to intersect with a non tangent circular curve concave southeasterly, also being the Southeasterly right-of-way line of State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S56°19'50"E; thence along said circular curve, having for its elements a radius of 4365.66 feet, a central angle of 13°47'07" and an arc distance of 1050.37 feet to a Point of Tangency; thence N47°27'17"E, along said Southeasterly right-of-way line of the State Road No. 821 for a distance of 2481.17 feet; thence S42°32'43"E for a distance of 25.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 147.00 feet; thence S42°32'43"E for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W along a line 25 feet East of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 245.16 feet to a point of curvature of a circular curve concave southeasterly; thence along said circular curve 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, having for its elements a radius of 4340.66 feet, a central angle of 9°28'51" and an arc distance of 718.25 feet; thence S51°53'44"E, for a distance of 50.00 feet; thence S37°38'14"W, for a distance of 50.00 feet; thence N51°53'44"W, for a distance of 50.00 feet to a point of a non tangent circular curve concave southeasterly and 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S52°41'15"E; thence along said circular curve, having for its elements a radius of 4340.66 feet, a central angle of 2°27'36" and an arc distance of 186.37 feet; thence S23°22'18"W, for a distance of 25.48 feet to a point of a non tangent circular curve concave southeasterly and 30 feet Southeasterly of and parallel with aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S55°28'39"E; thence along said circular curve, having for its elements a radius of 4335.66 feet, a central angle of 0°43'24" and an arc distance of 54.73 feet; thence S02°37'46"E, along a line 90 feet East of and parallel with the west line of Section 8, for a distance of 339.77 feet; thence N89°41'48"E, for a distance of 15.01 feet; thence S02°37'46"E, for a distance of 25.02 feet; thence S89°41'48"W, along the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, for a distance of 45.04 feet to the Point of Beginning.

Containing 109,900 Square Feet or 2.52 Acres, more or less, by calculations.

NOTICE:
Not full and complete without Pages 1, 2, 3 & 5

EXHIBIT
LEGAL DESCRIPTION

-THIS IS NOT A SURVEY-

WELL SITES AND ACCESS ROAD
"REVERSE OSMOSIS TREATMENT PLANT"
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA
MIAMI-DADE COUNTY
Section 8, Township 52 South, Range 40 East
Date: May 8th, 2012

SOURCES OF DATA:
The Legal Description of the Subject Parcel of Land was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible manner. That is to say:

-Department of Transportation Right of Way Map Section 87005, Sheet 1 of 5.
-Survey by Schwebke-Shiskin & Associates, Inc. dated 11-21-85, File No. ML-583
-Specific Purpose Survey by J. Bonfill & Associates, Inc. dated 10-06-11, Job. No. 11-0141.
-North arrow and Bearings refer to an assumed value of N47°27'16.9"E along the Southeasterly line of the State Road No. 821, Miami-Dade County, Florida.
-Section 8, Township 52 South, Range 40 East, of the Public Records of Miami-Dade County, Florida.

CLIENT INFORMATION:
This Sketch and Legal Description was prepared at the insistence of:

CITY OF HIALEAH

LIMITATIONS:
Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief. Further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

J. BONFILL & ASSOCIATES, INC.
Florida Certificate of Authorization Number LB3398
7100 Southwest 99th Avenue, Suite 104
Miami, Florida 33173 Phone: 305.598.8383

By: _____

Juan J. Bonfill, P.L.S.
Professional Land Surveyor No. 3179
State of Florida
May 8th, 2012 Project: 11-0141 Job: 12-0121Well Site & Access Road

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps and Reports by other than the signing party are prohibited without the written consent of the signing party. This document consists of multiple Exhibits and Sheets. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17 of the Florida Administrative Code.

NOTICE:
Not full and complete without Pages 1, 2, 3 & 4

EXHIBIT
SURVEYOR'S NOTES
NOT TO SCALE
-THIS IS NOT A SURVEY-

WELL SITES AND ACCESS ROAD
"REVERSE OSMOSIS TREATMENT PLANT"
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA
MIAMI-DADE COUNTY
Section 8, Township 52 South, Range 40 East
Date: May 8th, 2012

EXHIBIT "D"
Legal Description
Remaining Property

Parcel 1:

That portion of the Plat of CHAMBERS LAND COMPANIES SUBDIVISION, in Section 8, Township 52 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida, lying Southeasterly of the Homestead Extension of the Florida Turnpike, (State Road 821), less the East ½ of the Southeast ¼ of said Section 8 and less the South and West 60 feet thereof for canal right-of-way.

Parcel 2:

The East ½ of the Southeast ¼ of Section 8, Township 52 South, Range 40 East, less the South 60 feet thereof, as shown on that Plat of CHAMBERS LAND COMPANIES SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT:

A strip of land for well sites and access road purposes, in that portion of Section 8, Township 52 South, Range 40 East, Miami-Dade County, Florida, lying 60 feet East of the West line of said Section 8 and Southeasterly of the Southeasterly Right of Way line of State Road No. 821, Homestead Extension of Florida's Turnpike, more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 52 South, Range 40 East; thence N89°41'47"E, along the South line of said Section 8 for a distance of 60.05 feet; thence N02°37'46"W, for a distance of 60.06 feet to a point on the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, also being the Point of Beginning; thence continue N02°37'46"W, along a line 60 feet East of and parallel with the West line of said Section 8, for a distance of 373.43 feet to intersect with a non tangent circular curve concave southeasterly, also being the Southeasterly right-of-way line of State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S56°19'50"E; thence along said circular curve, having for its elements a radius of 4365.66 feet, a central angle of 13°47'07" and an arc distance of 1050.37 feet to a Point of Tangency; thence N47°27'17"E, along said Southeasterly right-of-way line of the State Road No. 821 for a distance of 2481.17 feet; thence S42°32'43"E for a distance of 25.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 147.00 feet; thence S42°32'43"E for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W along a line 25 feet East of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 989.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 245.16 feet to a point of curvature of a circular curve concave southeasterly; thence along said circular curve 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, having for its elements a radius of 4340.66 feet, a central angle of 9°28'51" and an arc distance of 718.25 feet; thence S51°53'44"E, for a distance of 50.00 feet; thence S37°38'14"W, for a distance of 50.00 feet; thence N51°53'44"W, for a distance of 50.00 feet to a point of a non tangent circular curve concave southeasterly and 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S52°41'15"E; thence along said circular curve, having for its elements a radius of 4340.66 feet, a central angle of 2°27'36" and an arc distance of 186.37 feet; thence S23°22'18"W, for a distance of 25.48 feet to a point of a non tangent circular curve concave southeasterly and 30 feet Southeasterly of and parallel with aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S55°28'39"E; thence along said circular curve, having for its elements a radius of 4335.66 feet, a central angle of 0°43'24" and an arc distance of 54.73 feet; thence S02°37'46"E, along a line 90 feet East of and parallel with the west line of Section 8, for a distance of 339.77 feet; thence N89°41'48"E, for a distance of 15.01 feet; thence S02°37'46"E, for a distance of 25.02 feet; thence S89°41'48"W, along the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, for a distance of 45.04 feet to the Point of Beginning.