MEMORANDUM

Agenda Item No. 11(A)(4)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	December 3, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving agreement for Water and Sanitary Sewage Facilities with FDG Hialeah, LLC and SFLC Building 1, LLC for a fifteen year period; and authorizing Mayor to execute and exercise provisions contained therein

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/lmp

MEMORANDUM

(Revised)

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

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 11(A)(4)

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)(4)
12-3-13

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES WITH FDG HIALEAH, LLC AND SFLC BUILDING 1, LLC FOR A FIFTEEN YEAR PERIOD; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, FDG Hialeah, LLC and SFLC Building 1, LLC are developers (collectively, "Developer") of a parcel of land located between N.W. 69th Avenue and Ludlam Drive and between NW 36th Street and Rosedale Drive, within the Cities of Miami Springs and Virginia Gardens, Miami-Dade County, Florida, which parcel shall be known as the South Florida Logistics Center; and

WHEREAS, the South Florida Logistics Center project is currently contemplated to include the development of 1,000,000 square feet of industrial warehouse space and 100,000 square feet of office building space over a period of fifteen (15) years; and

WHEREAS, the Developer executed a Water and Sanitary Sewerage Facilities Agreement ("Facilities Agreement") in November 2012 pursuant to the Water and Sewer Department's Rules and Regulations and Chapter 32 of the Miami-Dade County Code (a copy of which is attached hereto as Exhibit 1); and

WHEREAS, the Developer has now requested an Addendum to the Facilities Agreement (a copy of which is attached hereto as Exhibit 2), which will expand the typical one-year term of such Facilities Agreement to a term of fifteen (15) years,

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

Section 1. The foregoing recitals are incorporated in this Resolution and approved.

Section 2. The Board approves the Addendum to the Agreement for Water and Sanitary Sewerage Facilities with FDG Hialeah, LLC and SFLC Building 1, LLC, in substantially the form attached hereto as Exhibit 2 and made a part hereof, which expands the term of the Facilities Agreement from the standard one (1) year term to a fifteen (15) year terms, and authorizes the County Mayor or the Mayor's designee to execute the Addendum and exercise the provisions contained therein.

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 3rd day of December, 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. SED

Sarah E. Davis

Exhibit 1

CFN: 20120838760 BOOK 28367 PAGE 4118
DATE:11/21/2012 12:46:42 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

AGREEMENT
FOR
WATER AND SANITARY SEWAGE FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
FDG HIALEAH, LLC

This instrument prepared by:

Douglas Pile, Esq.
New Business Section
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

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SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this 19 day of November, 2012 by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the **"COUNTY"**, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **FDG Hialeah, LLC**, a Delaware limited liability company, hereinafter designated as the **"DEVELOPER"**, whose mailing address is: 2855 South LeJeune Road, 4th Floor, Coral Gables, Florida 33134.

WITNESSETH:

WHEREAS, the **DEVELOPER** desires water and sewer service to be rendered to property owned by the **DEVELOPER**, and

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the **"DEPARTMENT"**, operates the water and sewage systems owned by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **DEVELOPER'S PROPERTY.** The **DEVELOPER** owns a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**DEVELOPER'S** property". The **DEVELOPER** has requested that the **DEPARTMENT** render water and sewer service to the **DEVELOPER'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **DEVELOPER ACKNOWLEDGMENT.** The **DEVELOPER** hereby acknowledges and agrees that any right to connect the **DEVELOPER'S** property to the **COUNTY'S** sewage system is subject to the terms, covenants and conditions set forth in the following Agreements and Orders as currently in effect or as amended: Settlement Agreement between the State of Florida Department of Environmental Protection, hereinafter designated as the "**DEP**", and the **COUNTY** dated July 27, 1993; the First Amendment to the Settlement Agreement between **DEP** and the **COUNTY** dated December 21, 1995; the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the case of United States of America Environmental Protection Agency (EPA) vs. Metropolitan Dade County (Case Number 93-1109 CIV-

Moreno); the Consent Order between **DEP** and the **COUNTY** filed on April 29, 2004; and court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, the State of Florida and/or any other governmental entity; and all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The **COUNTY** will provide an adequate domestic water supply for the **DEVELOPER'S** property and will receive and dispose of sanitary sewage from the **DEVELOPER'S** property. The **DEVELOPER** shall pay water and sewer connection charges for all those units to be constructed on the **DEVELOPER'S** property subject to the limitations specified herein. The **DEVELOPER** acknowledges that, to the extent that water or sewer service will ultimately be rendered to the **DEVELOPER'S** property by a volume customer, the **DEVELOPER** is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the **COUNTY**, the **DEVELOPER** acknowledges that it is a new retail customer of the **COUNTY** and accordingly also liable for payment of connection charges. The **DEVELOPER** may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the **COUNTY** provides water service to the **DEVELOPER'S** property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on **Exhibit "B"** attached hereto and made a part hereof, and as revised by the **COUNTY** from time to time, multiplied by the applicable rates established by the **COUNTY**. The **DEVELOPER** intends to construct and connect one million (1,000,000) square feet of industrial warehouse space, representing an average daily gallonage of ten thousand (10,000) gallons, and one hundred thousand (100,000) square feet of office building space, representing an average daily gallonage of five thousand (5,000) gallons, replacing vacant land. Therefore, the agreed total average daily gallonage is fifteen thousand (15,000) gallons, resulting in combined water and sewer connection charges in the amount of one hundred four thousand eight hundred fifty dollars ($104,850.00). However, water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** water and sewer systems. The **DEPARTMENT'S** current connection charge rates are one dollar and thirty-nine cents ($1.39) and five dollars and sixty cents ($5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The **DEPARTMENT** shall not, under any circumstances, render water and/or sewer service to the **DEVELOPER'S** property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the **DEVELOPER** constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the **DEVELOPER'S** property, the **COUNTY** shall determine if additional capacity is needed, as calculated using **Exhibit "B"** attached hereto and as revised by the **COUNTY** from time to time. If additional capacity is required, connection charges, computed at

prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the **DEVELOPER.** If requested by the **DEPARTMENT**, the **DEVELOPER** shall provide the **COUNTY** a list of all tenants and building units and/or use prior to the installation of any water meters and/or rendition of sewer service by the **COUNTY** for the **DEVELOPER'S** property.

6. **POINTS OF CONNECTION.** The **COUNTY** owns and operates a twelve (12) inch water main located in N.W. 69 Avenue at N.W. 46 Street, to which the **DEVELOPER** shall connect and install a twelve (12) inch water main easterly crossing the canal, thence easterly and southerly within the **DEVELOPER'S** property in looped systems as required to provide abutting service connections to each building therein, thence southerly to N.W. 36 Street, interconnecting to an existing sixteen (16) inch water main at that location. There is no proposed public right-of-way within the subject property. Any public water main extension within the property shall be twelve (12) inches minimum in diameter. If two (2) or more fire hydrants are to be connected to a public water main extension within the property, then the water system shall be looped with two (2) points of connection. A private pump station will be acceptable for this project as long as all legal requirements are met. The **COUNTY** also owns and operates a forty-eight (48) inch sewer force main located in N.W. 72 Avenue at N.W. 42 Street, to which the **DEVELOPER** shall connect and install an eight (8) inch sewer force main easterly in N.W. 42 Street, crossing the canal just east of N.W. 69 Avenue, thence into and within the **DEVELOPER'S** property to a point as required to connect to the proposed private pump station. Other points of connection may be established subject to approval of the **DEPARTMENT**.

7. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **DEVELOPER** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and/or sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, sewer force mains, private sewage pumping station and equipment, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**.

8. **INSPECTION.** The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **DEVELOPER** under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **DEVELOPER** of any responsibility for proper construction of said facilities in accordance with approved plans and

specifications. Furthermore, any inspections by the **DEPARTMENT** shall not relieve the **DEVELOPER** of responsibility for the quality and condition of materials and workmanship.

9. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **DEVELOPER'S** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **DEVELOPER** shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

10. **CONSTRUCTION MEETINGS.** The **COUNTY** reserves the right to schedule construction meetings with the **DEVELOPER'S** representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **COUNTY** with respect to project related matters upon twenty-four (24) hours notice.

11. **SUBCONTRACTORS AND CONSULTANTS.** The **COUNTY** reserves the right, at any time, to bar any subcontractor or consultant employed by the **DEVELOPER** from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the **COUNTY**. In the event the **COUNTY** rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The **DEVELOPER** shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the **COUNTY**.

12. **COMPLIANCE WITH ALL LAWS.** The **DEVELOPER**, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

13. **APPROVALS AND PERMITS.** The **DEVELOPER** shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The **DEVELOPER** is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

14. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the **COUNTY** be named as permittee for certain construction activities even though the **DEVELOPER** or the **DEVELOPER'S** contractor will actually perform the work. To insure that the **COUNTY** will incur no costs or liability as a result of being named permittee on such permits, the **DEVELOPER** shall provide sufficient security as acceptable to the **COUNTY** which shall indemnify and protect the **COUNTY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **DEVELOPER** pursuant to

such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **COUNTY'S** cost estimate for the permit work. The **DEVELOPER** shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the **DEPARTMENT** shall be entitled to pay said claims from the security. The **DEVELOPER** shall be liable for all costs in excess of the security.

15. **WATER SERVICE LINES.** Any water service lines two (2) inches or less in diameter that are required for the **DEVELOPER'S** property which will be directly connected to existing mains owned by the **COUNTY** shall be installed by **COUNTY** personnel only. The **DEVELOPER** hereby agrees to pay to the **COUNTY** its standard water service line installation charge, permit fees and service fees prior to any such installation.

16. **OWNERSHIP OF WATER METER.** The **COUNTY** shall own and install the required water meter as a part of any water service installation. Ownership by the **COUNTY** shall terminate at the outlet side of each water meter. The **DEVELOPER** shall pay all applicable installation fees.

17. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **COUNTY** is subject to the following:

a. Issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **DEVELOPER'S** property which allows additional connections,
b. Sufficient available capacity in the **COUNTY'S** sewage system and connection approval, as specified in paragraph 3 herein,
c. Available water by the **COUNTY**.

However, in no event will the **COUNTY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** supply and treatment capacity. If the **DEVELOPER** does not utilize the yearly amount of water or sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **DEVELOPER** in the next calendar year subject to the limitations and provisions specified herein.

18. **ALLOCATION OF CAPACITY.** The **COUNTY** agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and regional sanitary sewer system, once the **DEVELOPER** is granted necessary sewer allocation, as specified in paragraph 3 hereinabove. However, it is mutually agreed and

understood by the **COUNTY** and the **DEVELOPER** that the allocation of capacity by the **COUNTY** does not guarantee the ability of the **COUNTY** to supply water for the **DEVELOPER'S** property or the ability to receive and dispose of sewage originating from the **DEVELOPER'S** property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **DEVELOPER** agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **DEVELOPER** as a result of actions by regulatory bodies, which are related to capacity allocation.

19. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **DEVELOPER** prior to the **COUNTY'S** installation of a water meter and/or the rendition of sewer service to the **DEVELOPER'S** property. The **DEVELOPER** may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **DEVELOPER** shall remove same, at the **DEVELOPER'S** cost, at the direction of the **COUNTY**. The **DEVELOPER** may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **DEVELOPER** places such pavers or other structures in the easement area at his own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **DEVELOPER** in replacing any such pavers or other structures removed by the **DEPARTMENT**.

20. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the **DEVELOPER** who own property, other than the **DEVELOPER'S** property, which has frontage to any water main and sewer force main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said water main and sewer force main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to thirty-five dollars ($35.00) for the twelve (12) inch water main to be located in N.W. 36 Street, and thirty-two dollars ($32.00) for the eight (8) inch sewer force main to be located in N.W. 42 Street, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the water main and/or sewer force main as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said water main and/or sewer force main is/are required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The **COUNTY** shall repay said construction connection charges to the **DEVELOPER** within one hundred eighty (180) days of receipt of same. However, the

COUNTY'S liability for repayment to the **DEVELOPER** shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the water main and/or sewer force main facilities constructed by the **DEVELOPER**. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes,** will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the water main and/or sewer force main facilities constructed by the **DEVELOPER** to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes,** at the time of payment by the connecting/abutting party. It shall be the **DEVELOPER'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

21. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the **COUNTY** and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the **DEVELOPER** is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the **COUNTY**. The opinion shall also state that upon execution by the **DEVELOPER**, a valid and enforceable easement will be vested to the **COUNTY**. The **DEVELOPER** shall pay for all recording fees and for all documentary stamps. The details for all conveyances are specified hereinabove. Failure of the **DEVELOPER** to provide proper conveyances shall be cause for the **COUNTY** to refuse to render service to the **DEVELOPER'S** property.

22. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and/or sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide conveyance documents, which may include bills of sale, releases of lien, grants of easement, for execution by the **DEVELOPER**. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water and/or sewer service by the **COUNTY**. The **DEVELOPER** shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on the **DEVELOPER'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **DEVELOPER** shall furnish the **COUNTY** with one (1) set of mylar as-built drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with five (5) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. Approval by the **COUNTY** of all required conveyance documents, drawings and survey specified herein shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance,

the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**.

23. **WARRANTY AND MAINTENANCE BOND.** The **DEVELOPER** warrants that the water and sewer facilities to be owned by the **COUNTY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **COUNTY**. Simultaneously with the conveyance of the water and/or sewer facilities, the **DEVELOPER** shall deliver to the **COUNTY** an executed maintenance bond or alternate security deposit acceptable to the **DEPARTMENT**, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **COUNTY** of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

Types of Facilities	Percentage of Actual Construction Cost
Water mains and Sewer force mains	25

The bonds shall have as the surety thereon only such surety company as is acceptable to the **COUNTY** and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be acceptable to the **COUNTY**. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the **DEVELOPER'S** contractor as "Principal" and the **DEVELOPER** and the **COUNTY** as "Co-obligees" or the **COUNTY** as sole "Obligee". In the alternative, the **DEVELOPER** may be named as "Principal" and the **COUNTY** as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the **COUNTY** of the work done pursuant to this Agreement to protect the **COUNTY** against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the **DEVELOPER'S** property at the time of conveyance, the **COUNTY** shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the **COUNTY**, the **DEVELOPER** shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the **COUNTY** shall make such repairs and/or replacements of defective work and/or materials and the **DEVELOPER** and/or its Surety shall be liable to the **COUNTY** for all costs arising therefrom. The **DEVELOPER** also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

24. **TERM OF AGREEMENT.** Both the **DEVELOPER** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and

void and unenforceable if the **DEVELOPER** fails to comply with any of the following conditions, where applicable:

a. After execution of this Agreement, work on the water and/or sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day, weather permitting.

b. Once the **DEVELOPER** commences work on the water and/or sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.

c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

25. **INDEMNIFICATION CLAUSE.** The **DEVELOPER** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **DEVELOPER** or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The **DEVELOPER** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **DEVELOPER** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **DEVELOPER** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided.

26. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state,

county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

27. **SERVICE CHARGES.** The **DEVELOPER** agrees to pay to the **COUNTY** the prevailing service charges for water supply and fire protection, sewage collection and disposal within the **DEVELOPER'S** property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the **COUNTY'S** regulations.

28. **USE OF FACILITIES BY COUNTY.** The **COUNTY** reserves the right to make full use of the water and sewer facilities to be owned by the **COUNTY** as contemplated herein to serve other customers at any time.

29. **OPINION OF TITLE.** With the execution of this Agreement, the **DEVELOPER** at its own expense shall deliver to the **DEPARTMENT** an opinion of title for the **DEVELOPER'S** property, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the **DEVELOPER** owns fee simple title to the property referred to herein.

30. **PRIVATE SEWAGE FACILITIES.** The **DEVELOPER** shall bear the full expense of all private sewage facilities including plumbing. Said facilities shall be owned, operated and maintained by the **DEVELOPER**, its successors, and/or assigns. Private sewage facilities are hereby defined as all facilities not located within dedicated rights-of-way or **COUNTY** owned easement areas. The **DEVELOPER** agrees that it shall disconnect its private sewage pumping station and sewer force main and connect to the **COUNTY'S** future gravity sewer main when such main is located in a right-of-way or easement adjoining the **DEVELOPER'S** property and is available for connection. The cost of this work shall be borne solely by the **DEVELOPER**. Further, the **DEVELOPER** agrees that it shall pay its proportionate share of the cost of the construction of the future sanitary sewer collection system abutting the property herein described. As a condition of the **COUNTY'S** allowance of a private sewage pumping station/on-site sewage collection system, the **DEVELOPER** agrees to execute a covenant in lieu of unity of title and a covenant in forms approved by the **COUNTY**. The executed documents shall be delivered to the **COUNTY** with the execution of this Agreement.

31. **MAINTENANCE OF PRIVATE SEWAGE FACILITIES.** The **DEVELOPER** further agrees that it shall operate and maintain all private sewage facilities in an efficient manner and in complete compatibility with the **COUNTY'S** system. The **DEVELOPER** agrees to make, at its sole expense, any changes or additions to its private sewage facilities, which, from time-to-time, may be required in order to be compatible with the **COUNTY'S** system. Failure by the **DEVELOPER** to implement the changes or additions shall be cause for the termination of water and sewer service by the **COUNTY**. Pressures in the **COUNTY'S** sanitary sewer force mains may be subject to wide fluctuations due to conditions such as excessive rainfall resulting in flooding, other natural causes or

temporary facility failure. **COUNTY** sewer force main pressures are normally in the range of ten (10) to thirty (30) pounds per square inch (psi). However, abnormal conditions with system pressures as high as seventy-five (75) psi are occasionally possible. It is the **DEVELOPER'S** sole responsibility to obtain information on current and future system conditions prior to final design of the **DEVELOPER'S** sewage facilities. Safety or standby measures should be designed in the private sewage pumping facilities to offset any extraordinary changes to the normal pressure range. In addition, it is advisable for sewer force main materials to conform to **COUNTY** standards. The **COUNTY** will operate its systems in a conscientious manner, but the **COUNTY** shall not be responsible for damages or interruptions caused by abnormal pressures or pressure surges.

32. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** **DEP** requires that prior to the rendition of any new water service by the **DEPARTMENT**, bacteriological tests must be performed. It is the responsibility of the **DEVELOPER** to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the **COUNTY**. The **DEVELOPER** may request approval for the use of floating meters prior to actual conveyance of title to the facilities to the **COUNTY**. However, the **COUNTY** may be required to execute documents to the Miami-Dade County Department of Permitting, Environment, and Regulatory Affairs (**PERA, f.k.a. DERM**) or State of Florida Department of Health (**DOH**), which state that the **COUNTY** has accepted title to the facilities. If the **COUNTY** is required to execute such documents, the **DEVELOPER** agrees to indemnify and hold the **COUNTY** harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the **COUNTY** in connection with the rendition of water service through the facilities constructed and installed by the **DEVELOPER** prior to conveyance of title to the **COUNTY**, including but not limited to those that result from failure to properly maintain and repair the water facilities.

33. **ASSIGNMENT OF AGREEMENT.** No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the **DEVELOPER'S** property, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT**. If the **DEVELOPER'S** property is transferred or conveyed, the **DEVELOPER** shall remain liable to the **COUNTY** for all

sums of money and all obligations due hereunder unless released in writing by the **COUNTY.**

34. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **DEVELOPER** and the **COUNTY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **DEVELOPER** and the **COUNTY.**

35. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

36. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The **DEVELOPER** shall pay all recording fees.

37. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

38. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

IN WITNESS WHEREOF; the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

signature

Douglas Pile
print name

signature

Denise Chung
print name

MIAMI-DADE COUNTY

By: _____
Zaba S. Castro, Esq., New Business Manager
For: John W. Renfrow, P.E., Director
Miami-Dade Water and Sewer Department

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of November, 2012, by **Zaba S. Castro, Esq., New Business Manager**, for **John W. Renfrow, P.E., Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

Denise Chung
print name

DENISE CHUNG
Notary Public - State of Florida
My Comm. Expires Aug 12, 2014
Commission # EE 16942
Bonded Through National Notary Assn.

Serial Number

19

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

signature

Lisette Goyanes

print name

signature

Estrella Manso

print name

FDG HIALEAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
signature

Kolleen O.P. Cobb, Vice President
print name and title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24 day of October, 2012, by Kolleen O.P. Cobb, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

ESTRELLA L. MANSO
MY COMMISSION # EE 832824
EXPIRES: September 6, 2016
Bonded Thru Notary Public Underwriters

Estrella Manso
print name

Serial Number

Approved for Legal Sufficiency:

Sarah Esquiroz Davis 11/16/12
Assistant County Attorney

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

EXHIBIT "A" OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FDG HIALEAH, LLC

LEGAL DESCRIPTION

A TRACT OF LAND WITHIN SECTIONS 23 & 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST. WITHIN THE CITIES OF MIAMI SPRINGS AND VIRGINIA GARDENS, DADE COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23;THENCE S89'15'30'W, AS BASIS OF BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, FOR A DISTANCE OF 20.00 FEET; THENCE S01'41'20'E FOR A DISTANCE OF 100.33 FEET; THENCE S04'33'17E FOR A DISTANCE OF 100.07 FEET; THENCE S01'07'03"E FOR A DISTANCE OF 200.06 FEET; THENCE S04'33'10"E FOR A DISTANCE OF 100.12 FEET,· THENCE S01'D7'03"E FOR A DISTANCE OF 200.01 FEET.· THENCE S00'01'41"E: FOR A DISTANCE OF 100.04 FEET.· THENCE S01"41'25"E FOR A DISTANCE OF 100.00 FEET; THENCE S01'07'05"E: FOR A DISTANCE OF 99.85 FEET; THENCE S01'42'50"E FOR A DISTANCE OF 450.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID NW 36TH STREET EXTENSION; THENCE N65"20'07"W ON SAID NORTHERLY RIGHT A WAY LINE FOR A DISTANCE OF 560.35 FEET; THENCE N01"42'49"W FOR A DISTANCE OF 16.17 FEET; THENCE N69'10'25"W FOR A DISTANCE OF 889.33 FEET.· THENCE N01'27'00'W FOR A DISTANCE OF 866.19 FEET; THENCE N89'15'30"E FQR A DISTANCE OF 20.52FEET,· THENCE N01'34'53"W FOR A DISTANCE OF 899.53 FEET.· THENCE N88'30'13"E FOR A DISTANCE OF 127.80 FEET.· THENCE N05'39'59"E FOR A DISTANCE OF 173.55 FEET; THENCE N09'37'59"E FOR A DISTANCE OF 513.52 FEET.· THENCE S80'29'06'E FOR A DISTANCE OF 71.62 FEET TO A POINT OF CURVATURE; THENCE 32.59 FEET ALONG THE ARC OF A CURVE TO THERIGHT. SAID CURVE HAVING A RADIUS OF 46.00 FEET AND A CENTRAL ANGLE OF 40"35'20" TO A POINT OF INTERSECTION WITH A REVERSE CURVE, A RADIAL LINE TO SAID POINT BEARS S50'06'14"E; THENCE 511.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT. SAID CURVE HAVING A RADIUS OF 526.96 FEET AND A CENTRAL ANGLE OF 55"39'44" TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS S02'56'42"E; THENCE 334.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT. SAID CURVE HAVING A RADIUS OF 486.32 FEET AND A CENTRAL ANGLE OF 39"27'50" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS S42'24'33"E; THENCE N89'33'50"E FOR A DISTANCE OF 90.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS S88'49'36"E; THENCE 164.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 4987.00 FEET AND A CENTRAL ANGLE OF 01'53'16" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS S86'56'20"E,· THENCE N85'57'11"E FOR A . DISTANCE OF 131.55 FEET.· THENCE S01'41'50"E FOR A DISTANCE OF 1322.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,293,101 SQUARE FEET. 75.60 ACRES. MORE OR LESS. LESS THE FOLLOWING EASEMENT ON SUBJECT PROPERTY:

A PORTION OF SECTIONS 23 AND 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 75.00 FEET IN WIDTH, LYING 37.5 FEET TO THE LEFT AND 37.5 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE S89'43'23"W, AS BASIS OF BEARING ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 23 FOR A DISTANCE OF 1211.12 FEET; THENCE S01'27'47"E ALONG A LINE 22.5 FEET WEST OF AND PARALLEL TO THE EAST RAIL OF THE EXISTING EAST RAILROAD OF THE FLORIDA EAST COAST RAILWAY FOR A DISTANCE OF 4392.44 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE,· THENCE CONTINUE S01'27'47"E ALONG SAID LINE FOR A DISTANCE· OF 900.63 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE ACROSS A PORTION OF SAID SECTION 26; S01'28'59"E ALONG A LINE 22.5 FEET WEST OF AND PARALLEL TO THE EAST RAIL OF THE EXISTING EAST RAILROAD OF THE FLORIDA EAST COAST RAILWAY FOR A DISTANCE OF 910.63 FEET TO THE POINT OF TERMINATION. CONTAINING 135,806 SQUARE FEET OR 3.12 ACRES, MORE OR LESS.

NET AREA OF THIS SURVEY TODAY (JANUARY 18, 2011) IS 3,157,295 SQUARE FEET OR 72.48 ACRES, MORE OR LESS.

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

MIAMI - DADE WATER AND SEWER DEPARTMENT

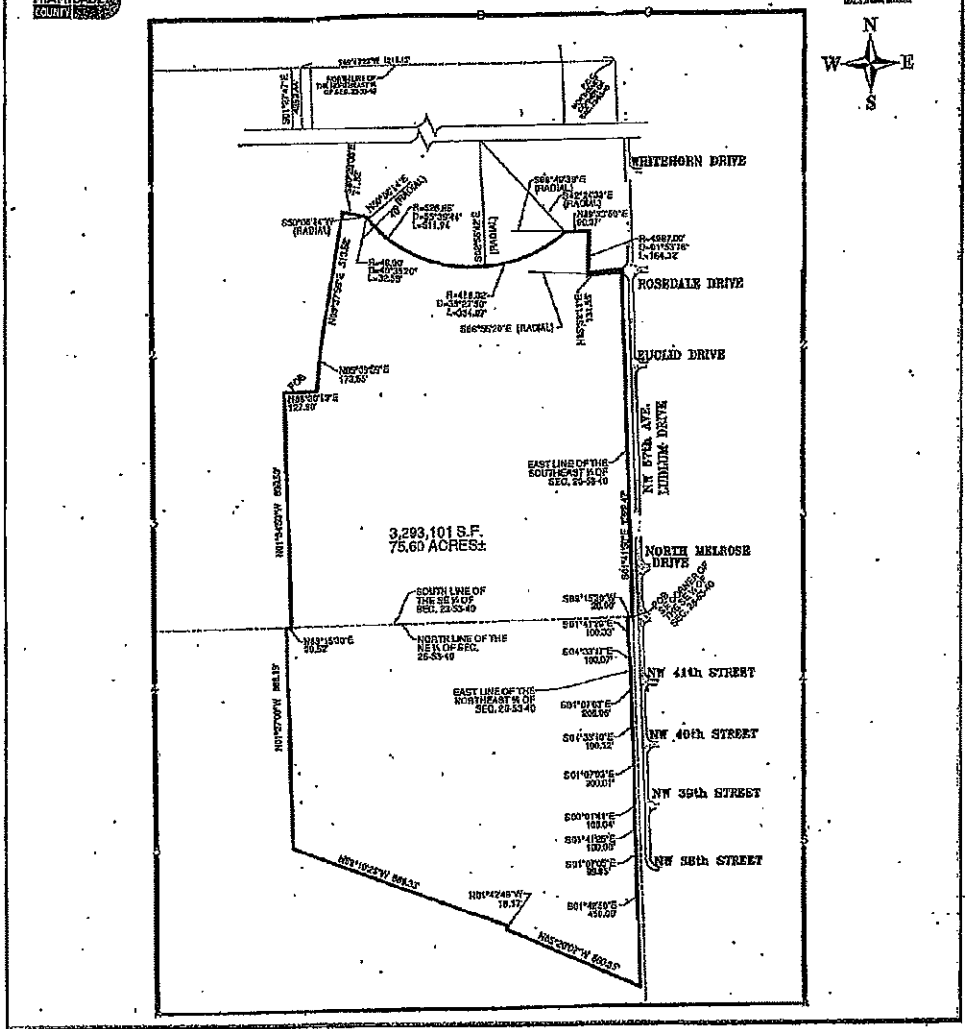

EXHIBIT "A" – 1 LOCATION SKETCH SCALE: N.T.S -THIS IS NOT A SURVEY-	**SOUTH FLORIDA LOGISTICS CENTER** **AGMT ID# 20724** **FOLIO# 30-3026-000-0060 / 30-3023-001-0371** **MIAMI-DADE COUNTY 26-53-40** **DECEMBER 22, 2010**

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

EXHIBIT "B" OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FDG HIALEAH, LLC

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

TYPES OF LAND USES	GALLONS PER DAY (GPD)
RESIDENTIAL LAND USES	
Single Family Residence	220 gpd/unit (under 3000 sq. ft.)
	320 gpd/unit (3001-5000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
COMMERCIAL LAND USES	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

TYPES OF LAND USES (CONTINUED)	GALLONS PER DAY (GPD)
Car Wash a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
INDUSTRIAL LAND USES	
Airport a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed JAIL: 150 gpd/bed OTHER: 100 gpd/person
School a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

LEGEND:
gpd - gallons per day
sq. ft. - square feet

NOTES:
1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
FDG HIALEAH, LLC

BUILDING CONNECTION SCHEDULE

TYPE AND NUMBER OF UNITS	GALLONAGE (gpd)	COMPLETION OF BUILDING CONNECTION
Construct and connect to the County's water and sewer system:		
1,000,000 sq-ft industrial warehouse space.	10,000	2012 – 2013
100,000 sq-ft office building space.	5,000	2012 - 2013

Exhibit 2

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

ADDENDUM NUMBER ONE

TO

AGREEMENT

FOR

WATER AND SANITARY SEWAGE FACILITIES

FOR

SOUTH FLORIDA LOGISTICS CENTER

BETWEEN

MIAMI - DADE COUNTY

AND

FDG HIALEAH, LLC

AND

SFLC BUILDING 1, LLC

This instrument prepared by:

Nora Palou
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

THIS ADDENDUM, made and entered into this ____ day of _____, 2013, by and between **Miami - Dade County**, a political subdivision of the State of Florida, hereinafter designated as the **"COUNTY"**, and **FDG Hialeah, LLC**, a Delaware limited liability company, and **SFLC Building 1, LLC**, a Delaware limited liability company, hereinafter collectively designated as the **"DEVELOPER"**;

W I T N E S S E T H

WHEREAS, the **COUNTY** and the **DEVELOPER** entered into an **Agreement** for **The Construction of Water and Sanitary Sewage Facilities** for **"SOUTH FLORIDA LOGISTICS CENTER, ID# 20724"** dated **November 19, 2012**, recorded in Official Records Book **28367** at Page **4118** of the Public Records of Miami - Dade County, Florida, hereinafter referred to as **"The Agreement"**, and

WHEREAS, the **DEVELOPER** desires to make certain modifications to **The Agreement**, and

WHEREAS, **The Agreement** contemplates the development of **South Florida Logistics Center** over an extended period of fifteen (15) years (the "Buildout Period"); and

WHEREAS, in light of the anticipated fifteen (15) year Buildout Period, the **DEVELOPER** has requested that the **COUNTY** issue the aforementioned Facilities Agreement with a fifteen (15) year term; and

WHEREAS, the **DEVELOPER** desires to make certain modifications to **The Agreement**, and

WHEREAS, the **COUNTY** is willing to enter into this **Addendum** provided that the **DEVELOPER** abides by any policies or standards of the **COUNTY** which have been revised since the date of **The Agreement**, and

WHEREAS, the **DEVELOPER** is willing to abide by such policies or standards as specified in this **Addendum**;

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed, and in consideration of the benefits to accrue to each of the parties hereto, it is covenanted and agreed to as follows:

1. Paragraph twenty-four **(24)** of **The Agreement** is hereby modified to read as follows:

TERM OF AGREEMENT. Both the **DEVELOPER** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be considered a fifteen (15) year term "Master" Agreement requiring separate "Sub-ID" agreements per construction phase. The "Master "and "Sub-ID" agreements shall be deemed null and void and unenforceable if the **DEVELOPER**, fails to comply with any of the following conditions, where applicable:

a. After execution of this Agreement, work on the water and sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and sewer facilities throughout the day on each full working day, weather permitting.
b. Once the **DEVELOPER**, commences work on the water and sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days. Any aforementioned reported activity on the "Sub-ID" agreements keeps the "Master" Agreement active and vice versa.
c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this Agreement.

2. Paragraph twenty-five **(25)** of **The Agreement** is hereby modified to read as follows:

INDEMNIFICATION CLAUSE. The **DEVELOPER** or **Fee Owner**, as applicable, shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **DEVELOPER** or **Fee Owner**, as applicable, or its employees, agents, servants, partners, principals, contractors and/or subcontractors, except where the cause of action arises solely as a result of the negligence of the

COUNTY. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, except where the cause of action arises solely as a result of the negligence of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **DEVELOPER** or **Fee Owner**, as applicable, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement until the expiration of any applicable statute of limitations for each claim.

3. Paragraph thirty-three **(33)** of **The Agreement** is hereby modified to read as follows:

ASSIGNMENT OF AGREEMENT. It is expressly understood by the **DEVELOPER** and the **COUNTY** that this is a Master Agreement and that portions of the **DEVELOPER'S** property that maybe owned by other entities, all of whom have had joined into this Agreement, and associated water service and sewage disposal improvements may be conducted by those entities. The **DEVELOPER** and the **DEPARTMENT** recognize that, in those instances, this Agreement may be assigned in part to such other entities or that there may be a need for such entities to enter into a Sub-ID agreement and/or execute a covenant in lieu of unity with the **DEPARTMENT** as required, and wish to induce the **COUNTY** to declare null and void that certain Covenant Running With the Land in Lieu of Unity of Title impose on the Property dated October 24, 2012, recorded in Official Records Book 28367 at page 4215 of the Public Records of Miami-Dade County, Florida. Every **ASSIGNEE** assumes the duties and obligations of the **DEVELOPER**, as applicable, under the Master Agreement and is entitled to the rights under the Master Agreement as determined, to take effect on the effective date of the assignment. No right to any water service and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed, in whole or in part, to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such **DEVELOPER'S** property

as an investment for resale or who intends to develop for sale a portion of the **DEVELOPER'S** property, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT'S** Director or his designee. If the **DEVELOPER'S** property is transferred or conveyed, the **DEVELOPER**, its successors or assigns, as applicable, shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

4. The following paragraph is hereby added to **The Agreement** as paragraph thirty-nine **(39)**:

FUTURE CONTRACTUAL AND REGULATORY REVISIONS. The **DEVELOPER** its successors and assigns shall be subject to any changes, modifications, or updates, including Federal, State, or local legislation, rules and regulations, policies and procedures, that are applicable to all water and sanitary sewage facilities development agreements. Said changes shall be addressed via addendum by the **DEPARTMENT'S** Director or designee and binding on the **DEVELOPER**, its successors and assigns.

All terms and conditions of **The Agreement** not specifically modified by this **Addendum** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI - DADE COUNTY

_____
signature

By: _____
Zaba S. Castro, Esq., Assistant Director, Legislative and Municipal Affairs

_____
print name

For: John W. Renfrow, P.E., Director
Miami-Dade Water and Sewer Department

_____
signature

_____
print name

STATE OF FLORIDA

COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **Zaba S. Castro, Esq., Assistant Director, Legislative and Municipal Affairs,** for **John W. Renfrow, P.E., Director,** of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

_____
Notary Public

WITNESSETH:

FDG HIALEAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____ **By:** _____
signature signature

Kolleen Cobb, Vice President

_____
print name

_____
signature

_____
print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Kolleen Cobb, Vice President, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____ _____
Notary Public **Serial Number**

_____
print name

WITNESSETH:

SFLC BUILDING 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
signature

_____
signature

Kolleen Cobb, Vice President

_____
print name

_____
signature

_____
print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Kolleen Cobb, Vice President, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

_____ _____
Notary Public **Serial Number**

_____
print name

Approved for Legal Sufficiency:

_____
Assistant County Attorney