

## MEMORANDUM

Agenda Item No. 14(A)(4)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

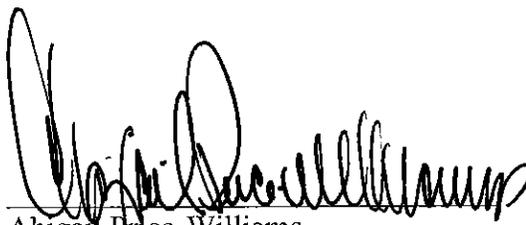
**DATE:** October 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving Addendum  
Number Two to Agreement for  
Water and Sanitary Sewage  
Facilities with FDG Hialeah,  
LLC, SFLC Building 1, LLC,  
SFLC building 2, LLC, SFLC  
Building 3, LLC, SFLC Building  
4, LLC, SFLC Building 5, LLC  
and SFLC Building 6, LLC; and  
authorizing County Mayor to  
execute and exercise provisions  
contained therein

Resolution No. R-922-16

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



Abigail Price-Williams  
County Attorney

APW/lmp



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 14(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
- Statement of social equity 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. 14(A)(4)  
10-5-16

RESOLUTION NO. R-922-16

RESOLUTION APPROVING ADDENDUM NUMBER TWO TO AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES WITH FDG HIALEAH, LLC, SFLC BUILDING 1, LLC, SFLC BUILDING 2, LLC, SFLC BUILDING 3, LLC, SFLC BUILDING 4, LLC, SFLC BUILDING 5, LLC AND SFLC BUILDING 6, LLC; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE PROVISIONS CONTAINED THEREIN

**WHEREAS**, FDG Hialeah, LLC, SFLC Building 1, LLC, SFLC Building 2, LLC, SFLC Building 3, LLC, SFLC Building 4, LLC, SFLC Building 5, LLC and SFLC Building 6, LLC are developers (collectively, "Developer") of a parcel of land located between N.W. 69<sup>th</sup> Avenue and Ludlam Drive and between Rosedale Drive and NW 31-33 Street, within the Cities of Miami Springs and Virginia Gardens, Miami-Dade County, Florida, which parcel shall be known as the South Florida Logistics Center (see Shaded Area of Exhibit 1 attached hereto); and

**WHEREAS**, the South Florida Logistics Center project is currently contemplated to include the development of 1,586,353 square feet of industrial warehouse space and 54,152 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; and

**WHEREAS**, in December 2013, the Developer executed Addendum Number One to the Facilities Agreement through which the standard one-year term for such agreements was extended to a term of fifteen (15) years; and

**WHEREAS**, Addendum Number One was approved by this Board on December 3, 2013 by Resolution No. R-1004-13; and

**WHEREAS**, in September 2016, the Developer executed Addendum Number Two to the Facilities Agreement (hereinafter, “Addendum Number Two”); and

**WHEREAS**, through Addendum Number Two, the Developer intends to change the size of the development from: (1) a 1,000,000 square foot industrial warehouse to a 1,586,353 square foot industrial warehouse and (2) a 100,000 square foot office space to a 54,152 square foot office space; and

**WHEREAS**, through Addendum Number Two, the Developer has increased the footprint of land on which the South Florida Logistics Center will be built so that the project will now span from N.W. 69<sup>th</sup> Street to the west, Ludlam Drive to the east, Rosedale Drive to the north and approximately N.W. 31-33 Street to the south; and

**WHEREAS**, in addition to the change in the size and expansion of the location of the South Florida Logistics Center, Addendum Number Two also includes updates in the standard contract language that have been made by the County since the Facilities Agreement and Addendum Number One were approved by the Board,

**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 Addendum Number Two to the Agreement for Water and Sanitary Sewerage Facilities with FDG Hialeah, LLC, SFLC Building 1, LLC, SFLC Building 2, LLC, SFLC Building 3, LLC, SFLC Building 4, LLC, SFLC Building 5, LLC and SFLC Building 6, LLC, in substantially the form attached hereto as Exhibit 2 and made a part hereof and authorizes the County Mayor or County 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 José "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

**Christopher Agrippa**

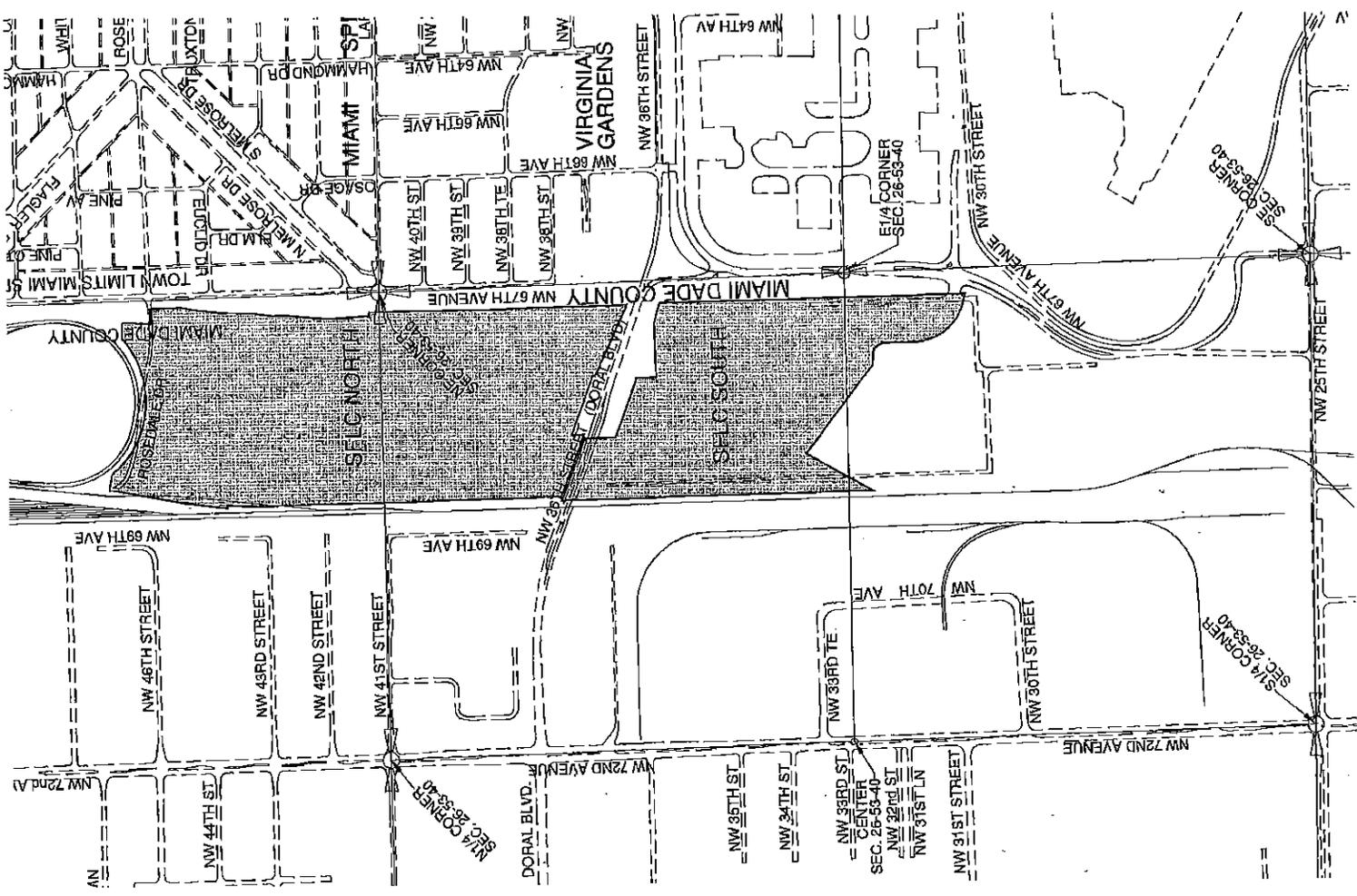
By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis



6

tabbles

**EXHIBIT**

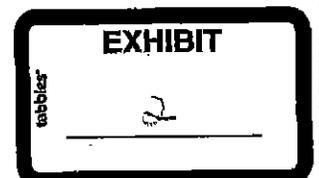
1

**SOUTH FLORIDA LOGISTICS CENTER, ID# 20724**

**ADDENDUM NUMBER TWO  
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,  
AND  
SFLC BUILDING 2, LLC,  
AND  
SFLC BUILDING 3, LLC,  
AND  
SFLC BUILDING 4, LLC,  
AND  
SFLC BUILDING 5, LLC,  
AND  
SFLC BUILDING 6, LLC,**

**This instrument prepared by:**

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



**SOUTH FLORIDA LOGISTICS CENTER, ID# 20724**

**THIS ADDENDUM**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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, and **SFLC Building 2, LLC**, a Delaware limited liability company, and **SFLC Building 3, LLC**, a Delaware limited liability company, and **SFLC Building 4, LLC**, a Delaware limited liability company, and **SFLC Building 5, LLC**, a Delaware limited liability company, and **SFLC Building 6, LLC**, a Delaware limited liability company hereinafter collectively designated as the "**DEVELOPER**";

**WITNESSETH**

**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 **COUNTY** and the **DEVELOPER** entered into **Addendum Number One** to **The Agreement** dated **December 17, 2013**, recorded in Official Records Book **28957** at Page **3701** of the Public Records of Miami-Dade County, Florida, hereinafter referred to as "**Addendum Number One**", and

**WHEREAS**, **The Agreement** and **Addendum One** contemplates the development of **South Florida Logistics Center** over an extended period of fifteen (15) years (the "Buildout Period") as per Board of County Commission (BCC) Resolution R-1004-13 adopted December 3, 2014; and

**WHEREAS**, the **DEVELOPER** desires to make certain modifications to **The Agreement**, as amended by **Addendum One**; and

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

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

**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 3 of The Agreement is hereby modified to read as follows:

**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 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, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

2. Paragraph 4 of The Agreement is hereby modified to read as follows:

**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 five hundred eighty-six thousand three hundred fifty-three (1,586,353) square feet of industrial warehouse space, and fifty-four thousand one hundred fifty-two (54,152) square feet of office space, representing total average daily gallonage of eighteen thousand five hundred seventy-one (18,571) gallons, resulting in combined water and sewer connection charges in the amount of one hundred twenty-nine thousand eight hundred eleven dollars and twenty-nine cents (\$129,811.29). 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.

3. Paragraph 6 of The Agreement is hereby modified to read as follows:

**POINTS OF CONNECTION.** The DEPARTMENT shall provide points of connection to the DEVELOPER based on the project as specified in the Agreement. The DEVELOPER shall provide plans for the DEPARTMENT'S review based on the points of connection. Points of connection shall not be changed without prior approval by the DEPARTMENT. Other points of connection may be established subject to approval of the DEPARTMENT.

4. Paragraph 22 of The Agreement is hereby modified to read as follows:

**DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and sewer facilities contemplated herein for COUNTY ownership, the COUNTY shall provide a conveyance package 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 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 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 as-built drawings which meet the requirements set forth in the latest revision of the DEPARTMENT'S "Rules and Regulations and 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. Approval by the COUNTY of all required documents and drawings 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

5. Paragraph 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

**SOUTH FLORIDA LOGISTICS CENTER, ID# 20724**

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.

6. **Paragraph 30 of The Agreement** is hereby modified to read as follows:

**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 stations and sewer force mains and connect to the **COUNTY'S** future gravity sewer mains when such mains are 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 three (3) private sewage pumping stations/on-site sewage collection systems located in the northern and southern portion of this property, the **DEVELOPER** agrees to execute a covenant in lieu of unity of title in forms approved by the **COUNTY**. The executed documents shall be delivered to the **COUNTY** with the execution of this Agreement.

7. **Paragraph 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. 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

**SOUTH FLORIDA LOGISTICS CENTER, ID# 20724**

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**.

8. **Exhibit "A"** of **The Agreement** is hereby replaced by **Exhibit "A"** attached hereto.

9. **Exhibit "A-1"** of **The Agreement** is hereby replaced by **Exhibit "A-1"** attached hereto.

10. **Exhibit "B"** of **The Agreement** is hereby replaced by **Exhibit "B"** attached hereto.

11. **Exhibit "C"** of **The Agreement** is hereby replaced by **Exhibit "C"** attached hereto.

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

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

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:

\_\_\_\_\_  
Sandra P. Alvarez, New Business Manager

\_\_\_\_\_  
print name

For: Lester Sola, 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 \_\_\_\_\_, 2016, by Sandra P. Alvarez, New Business Manager, for Lester sola, Director, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

FDG HIALEAH, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY

Brenda Johnson  
signature

By: [Signature]  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

[Signature]  
signature

Jose M. Gorda  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, 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.

[Signature]  
Notary Public



Serial Number

\_\_\_\_\_ print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

**SFLC BUILDING 1, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY**

Brenda Johnson  
signature

By: [Signature]  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

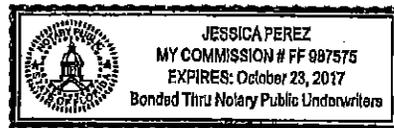
[Signature]  
signature

Jose M. Gonzalez  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2016, 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.

[Signature]  
Notary Public



Serial Number \_\_\_\_\_

\_\_\_\_\_  
print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

**SFLC BUILDING 2, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY**

Brenda Johnson  
signature

By: Kolleen Cobb  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

Joy M. Gowder  
signature

Joy M. Gowder  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President, who is of SFLC Building 2 LLC personally known to me or and has/has not produced \_\_\_\_\_ as identification and did/did not take an oath.

Jessica Perez  
Notary Public



\_\_\_\_\_  
print name

Serial Number

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

**SFLC BUILDING 3, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY**

Brenda Johnson  
signature

By: Kolleen Cobb  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

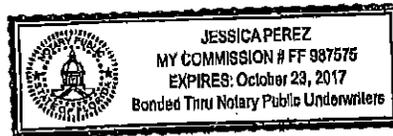
[Signature]  
signature

Jose M. Gonzalez  
print name

STATE OF Florida  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, 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.

Jessica Perez  
Notary Public



\_\_\_\_\_  
print name

Serial Number

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 4, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY

Brenda Johnson  
signature

By: [Signature]  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

[Signature]  
signature

Jose M. Gonzalez  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, 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.

[Signature]  
Notary Public



Serial Number

\_\_\_\_\_  
print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

**SFLC BUILDING 5, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY**

Brenda Johnson  
signature

By: [Signature]  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

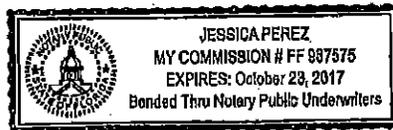
[Signature]  
signature

Jon M. Gonzalez  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2016, by Kolleen Cobb, Vice President, who is of SFLC Building 5 LLC personally known to me or and has/has not produced \_\_\_\_\_ as identification and did/did not take an oath.

[Signature]  
Notary Public



\_\_\_\_\_  
print name

\_\_\_\_\_  
Serial Number

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 6, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY

Brenda Johnson  
signature

By: [Signature]  
signature

Brenda Johnson  
print name

Kolleen Cobb, Vice President

[Signature]  
signature

Jon M. Gordon  
print name

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, 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.

Jessica Perez  
Notary Public



Serial Number

\_\_\_\_\_ print name

Approved for Legal Sufficiency:

\_\_\_\_\_ Assistant County Attorney

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

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

LEGAL DESCRIPTION OF PROPERTY

SFLC NORTH

A PORTION OF TRACTS 52, 53, 54, 55 AND 56 IN SECTION 23, TOWNSHIP 53 SOUTH, RANGE 40 EAST, FLORIDA TRACT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THE UNPLATTED EAST 1/2 OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, ALL THERE PARTICULARLY DESCRIBED IS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 01°33'21" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF HWY 5765 AVENUE (LULULAI ROAD) 1363.22 FEET; THENCE SOUTH 80°16'37" WEST 40.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°43'20" EAST 108.88 FEET; THENCE SOUTH 01°15'54" WEST 80.64 FEET; THENCE SOUTH 05°52'30" WEST 142.80 FEET; THENCE SOUTH 02°48'32" WEST 137.68 FEET; THENCE SOUTH 07°04'27" WEST 101.84 FEET; THENCE SOUTH 02°13'50" EAST 64.80 FEET; THENCE SOUTH 05°10'15" WEST 192.27 FEET; THENCE SOUTH 03°12'45" WEST 16.97 FEET; THENCE SOUTH 03°33'00" EAST 104.60 FEET; THENCE SOUTH 02°20'55" EAST 28.28 FEET; THENCE SOUTH 03°03'33" EAST 73.66 FEET; THENCE SOUTH 01°02'43" EAST 72.87 FEET TO A POINT ON THE MERIDIAN RIGHT-OF-WAY LINE OF HWY 36th STREET EXTENSION (STATE ROAD 94) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 8720-2536, SHEET 5 OF 13; THENCE ALONG SAID MERIDIAN RIGHT-OF-WAY LINE, THE FOLLOWING (5) COURSES AND DISTANCES: 1) NORTH 64°42'20" WEST 41.44 FEET; 2) NORTH 01°25'40" WEST 16.31 FEET; 3) NORTH 68°48'33" WEST 366.20 FEET; 4) SOUTH 01°10'05" EAST 20.20 FEET; 5) NORTH 80°56'30" WEST 37.17 FEET; THENCE NORTH 01°27'14" WEST 1,892.61 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE POINT, HAVING A RADIUS OF 1,046.50 FEET, A CENTRAL ANGLE OF 04°03'50", FOR AN ARC DISTANCE OF 72.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°56'21" EAST 131.69 FEET; THENCE SOUTH 05°41'30" WEST 148.2 FEET; THENCE NORTH 02°58'25" EAST 173.66 FEET; THENCE NORTH 04°56'30" EAST 58.83 FEET; THENCE SOUTH 80°10'40" EAST 71.63 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE POINT HAVING A RADIUS OF 482.0 FEET, A CENTRAL ANGLE OF 40°25'18", FOR AN ARC DISTANCE OF 30.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE POINT HAVING A RADIUS OF 626.00 FEET, A CENTRAL ANGLE OF 85°03'43", FOR AN ARC DISTANCE OF 618.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 02°30'17" WEST; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE POINT HAVING A RADIUS OF 486.32 FEET, A CENTRAL ANGLE OF 30°27'50", FOR AN ARC DISTANCE OF 331.96 FEET; THENCE NORTH 89°27'10" EAST 20.37 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 02°30'10" WEST; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE POINT HAVING A RADIUS OF 4987.00 FEET, A CENTRAL ANGLE OF 1°51'16", FOR AN ARC DISTANCE OF 101.32 FEET; THENCE NORTH 87°15'57" EAST 62.81 FEET TO THE POINT OF BEGINNING.

SAID LANDS SHOWN, LIES AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 2,791,201 SQUARE FEET (64.078 ACRES), MORE OR LESS.

SFLC SOUTH

A PORTION OF LAND LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

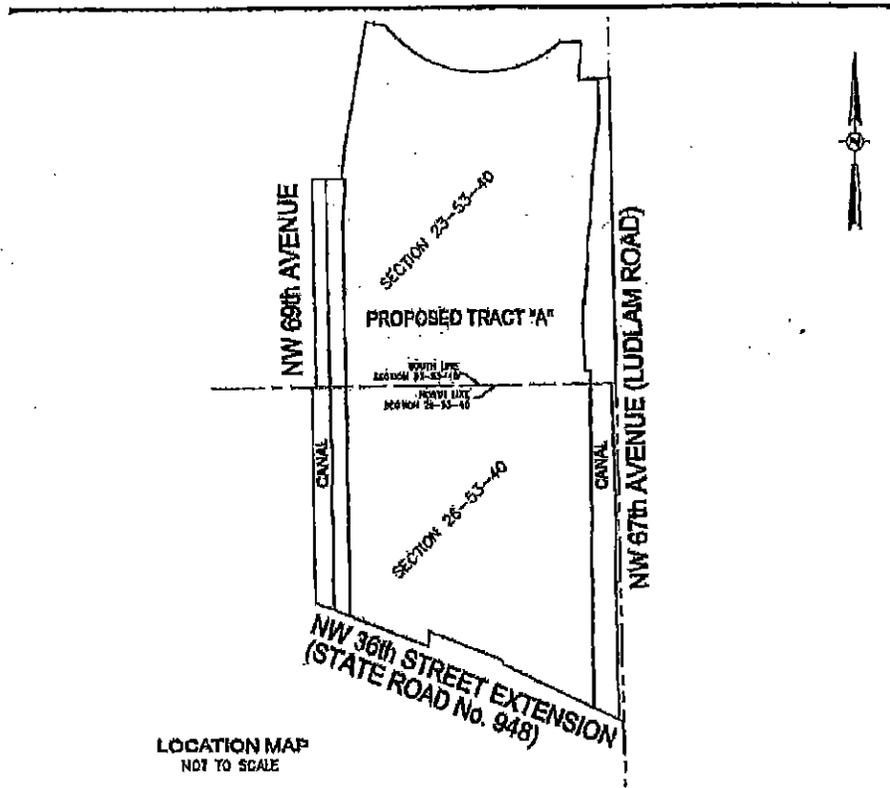
COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; THENCE S01°48'25"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOR 1450.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36 STREET (STATE ROAD NO. 948) EXTENSION AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAP, SECTION 87613-2601, PLAT BOOK 75, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: S88°11'15"W FOR 20.00 FEET; S01°48'25"E FOR 1.80 FEET; N65°10'55"W FOR 559.11 FEET; THENCE S01°48'22"E FOR 212.87 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36TH STREET AS SHOWN ON SAID RIGHT-OF-WAY MAP, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36 STREET FOR THE FOLLOWING THREE (3) COURSES: THENCE S01°50'55"E FOR 113.19 FEET; THENCE N88°10'15"E FOR 306.82 FEET; THENCE S72°10'31"E FOR 115.09 FEET; THENCE S01°24'12"E FOR 1250.01 FEET; THENCE N64°23'45"W FOR 394.65 FEET; THENCE N52°16'50"W FOR 624.86 FEET; THENCE S29°09'19"W FOR 424.30 FEET; THENCE N01°33'10"W FOR 851.73 FEET; THENCE N01°23'11"W FOR 819.97 FEET; THENCE N01°22'56"W FOR 108.00 FEET; THENCE S69°11'10"E FOR 376.55 FEET; THENCE S01°33'40"E FOR 108.14 FEET; THENCE S01°33'40"E FOR 70.29 FEET; THENCE S69°11'10"E FOR 357.42 FEET TO THE POINT OF BEGINNING, CONTAINING 33.44 ACRES, MORE OR LESS.

"A" 1 of 3

21

**SOUTH FLORIDA LOGISTICS CENTER, ID# 20724**

**SFLC NORTH PROPERTY SCKETCH**

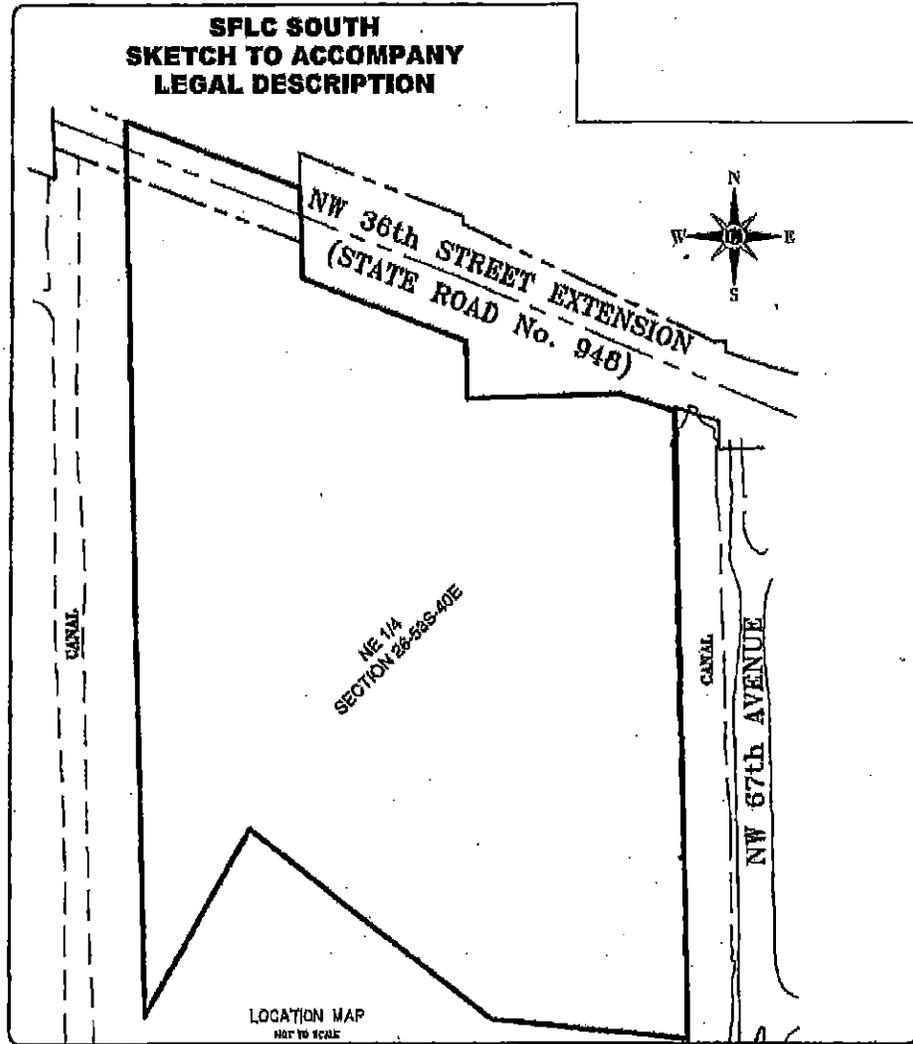


"A" 2 of 3

22

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

SFLC SOUTH PROPERTY SKETCH



"A" 3 of 3

23

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

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

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
<b>RESIDENTIAL LAND USES</b>	
Single Family Residence	220 gpd/unit (under 3001 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
<b>COMMERCIAL LAND USES</b>	
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.
<b>INDUSTRIAL LAND USES</b>	
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 (i.e. apartment, townhouse, warehouse, etc.).

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

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

---

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
To Construct and connect to the County's water and sewer systems:		
1,586,353 sq-ft of industrial warehouse	15,863	2016 - 2018
54,152 sq-ft of office building	2,708	2016 - 2018