

**ORDINANCE NO. 2013-41**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE OFFER FROM THE GRAHAM COMPANIES TO SELL A 2.52-ACRE UNIMPROVED PARCEL OF LAND COMPRISING OF FOUR WELL SITES CONNECTED BY AN ACCESS ROAD TO SERVE THE HIALEAH REVERSE OSMOSIS WATER TREATMENT PLANT, CONSISTING OF APPROXIMATELY 109,900 SQUARE FEET OF TOTAL AREA, LOCATED NORTH OF NW 170 STREET, ALONG THE EAST SIDE OF THE FLORIDA TURNPIKE RIGHT-OF-WAY, IN UNINCORPORATED MIAMI-DADE COUNTY, FOR THE SUM OF \$300,000.00 AND RATIFY THE CONTRACT FOR THE SALE AND PURCHASE OF THE PROPERTY WITH THE SELLER, THE GRAHAM COMPANIES, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS, SHARED EQUALLY BY MIAMI-DADE COUNTY, TO PURCHASE THE PROPERTY, INCLUDING THE PURCHASE PRICE, AGREED-UPON CLOSING COSTS AND FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the property owner, The Graham Companies, offered to sell a 2.52-acre parcel of land for the construction and operation of four deep wells to serve the Hialeah Reverse Osmosis Water Treatment Plant, together with an access road, located north of NW 170 Street, along the east side of the Florida Turnpike right-of-way in unincorporated Miami-Dade County, to the City of Hialeah for the purchase price of \$300,000; and

**WHEREAS**, on or about May 24, 2013, the City of Hialeah and the property owner entered into an agreement for purchase and sale of the property subject to City Council approval and advertisement; and

**WHEREAS**, the City of Hialeah obtained one appraisal of the property, as required by section 166.045(1)(b), Florida Statutes, through Dabby Group Valuations, by a state-certified appraiser, David M. Dabby, J.D., MAI, having the required credentials pursuant to section 253.025(6)(b), Florida Statutes; and

**WHEREAS**, according to Dabby Group Valuations, the fair market value of the offered property is \$300,000.00; and

**WHEREAS**, the offered price is equal to the appraised price and it is in the best interest of the City to purchase this property, which the City intends to use the property to construct and operate four deep wells to service the Hialeah Reverse Osmosis Water Treatment Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby accepts the offer to sell a 2.52-acre unimproved parcel of land, comprising of four well sites connected by an access road to serve the Hialeah Reverse Osmosis Water Treatment Plant, consisting of approximately 109,900 square feet of total area, located north of NW 170 Street, along the east side of the Florida Turnpike right-of-way, in Unincorporated Miami-Dade County, for the sum of \$300,000.00 and ratify the contract for the sale and purchase of the property with the seller, The Graham Companies, a copy of which is attached hereto and made a part hereof as Exhibit "1"; and further authorizes the expenditure of such funds, shared equally by Miami-Dade County, to purchase the property, including the purchase price, agreed-upon closing costs and attorney's fees.

**Section 3: Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4: Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as

abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

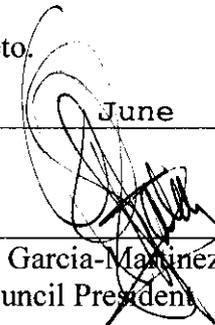
**Section 5: Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 6: Effective Date.**

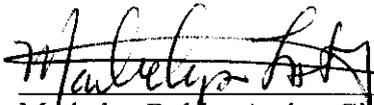
This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 25 day of June, 2013.

  
\_\_\_\_\_  
Isis Garcia-Martinez  
Council President

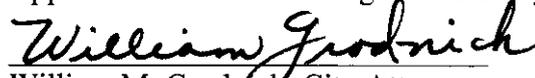
Attest:

Approved on this 28 day of June, 2013.

  
\_\_\_\_\_  
Marbelys Rubio, Acting City Clerk  
Fatjo

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of May, 2013 ("Effective Date"), by The Graham Companies, a Florida corporation ("Seller"), and The City of Hialeah, Florida, a Florida municipality ("Purchaser").

**RECITALS**

A. Seller is the owner of that certain tract of land located in Miami-Dade County, Florida legally described in **Exhibit "A"** attached hereto and made a part hereof ("**Section 8 Property**"), except for certain undivided interests as tenants in common with Seller in a portion of the Section 8 Property owned by certain affiliated parties ("**Other Owners**").

B. Purchaser is the owner of that certain parcel of real property west of the Section 8 Property ("**City Property**"), upon which Purchaser has commenced construction of a Reverse Osmosis Water Treatment Plant ("**Treatment Plant**").

C. In connection with the construction of the Treatment Plant, Seller and Purchaser entered into that certain Temporary Construction and Staging Easement Agreement dated as of April 25, 2012 and recorded in Official Records Book 28164, at Page 3736, of the Public Records of Miami-Dade County, Florida, as amended and reinstated pursuant to Reinstatement and Amendment to Temporary Construction and Staging Easement Agreement dated as of December 12, 2012, and recorded in Official Records Book \_\_\_\_\_, at Page. \_\_\_\_, of the Public Records of Miami-Dade County, Florida (as reinstated and amended, the "**Temporary Easement Agreement**").

D. In accordance with the Temporary Easement Agreement and in connection with the Treatment Plant, Purchaser is in the process of: (i) constructing an access road and installing various underground potable water pipes, drainage facilities, and underground utility lines and related conduits ("**Access Road Facilities**") within that certain portion of the Section 8 Property owned by Seller described in **Exhibit "B"** attached hereto and made a part hereof ("**Access Road Property**") to be used for the Access Road Facilities, and (ii) installing, and constructing certain water well sites and related facilities ("**Water Facilities**") for the Treatment Plant on that certain portion of the Section 8 Property owned by Seller described in **Exhibit "C"** attached hereto and made a part hereof ("**Well Site Properties**"). The Access Road Facilities and the Water Facilities shall hereinafter be referred to as the "Facilities". The Access Road Property and the Well Site Properties shall hereinafter be referred to as the "Conveyance Property".

E. Pursuant to the Temporary Easement Agreement, Purchaser is also temporarily using certain other portions of the Section 8 Property during construction of the Facilities (the portion of the Section 8 Property within the "Easement Area" as defined in the Temporary Easement Agreement other than the Access Road Property and the Well Site Properties shall be referred to herein as the "**Outside Easement Property**").

F. Seller has agreed to sell the Conveyance Property to Purchaser, and Purchaser has agreed to purchase the Conveyance Property (hereinafter referred to as the "**Sale**"); all subject to and in accordance with the terms and conditions of this Agreement.

G. As a condition of Seller agreeing to enter into the Temporary Easement Agreement and as a condition to the Sale, following the Sale: (i) Purchaser will be required to provide and

maintain a landscape buffer around the Well Site Properties acceptable to Seller, (ii) Purchaser will be required to reroute the Access Road Facilities within the Section 8 Property if requested by Seller in connection with any future Florida Turnpike interchange, and (iii) the use of the Access Road Property and the Well Site Properties will be restricted to use for the Facilities only and for no other purpose.

H. In partial consideration of Seller agreeing to enter into the Temporary Easement Agreement and convey the Conveyance Property to Purchaser, the Miami-Dade County Board of County Commissioners passed a resolution reserving to Seller 100,000 gallons of potable water per day for twenty (20) years for the beneficial use of future development of the Section 8 Property (the "**Water Reservation**").

I. Certain provisions of the Temporary Easement Agreement will survive the Sale, as more particularly set forth therein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.

2. **Purchase and Sale.** Seller agrees to sell the Conveyance Property to Purchaser and Purchaser agrees to purchase the Conveyance Property from Seller, together with the following property and rights owned by Seller:

- (a) all licenses, permits, authorizations, approvals development rights and all other general intangible rights, pertaining to the ownership, use and/or development of the Conveyance Property (but specifically excluding the Water Reservation); and
- (b) and all appurtenances pertaining to or accruing to the benefit of the Conveyance Property.

The Conveyance Property and all of the other property and rights described in this paragraph 2 are hereinafter collectively referred to as the "**Property**".

3. **Purchase Price/Terms of Payment.** The purchase price to be paid by Purchaser to Seller for the Property is THREE HUNDRED THOUSAND and 00/100 (\$300,000.00) Dollars ("**Purchase Price**"), which Purchase Price represents the appraised value of the Property and has been agreed to between Purchaser and Seller. The Purchase Price shall be paid in cash at Closing (as hereinafter defined) by wire transfer to of immediately available federal funds pursuant to instructions provided Seller.

4. **Title/Survey.** Purchaser has obtained a title insurance commitment for the Property with an effective date of \_\_\_\_\_ ("**Title Date**"). In electing to proceed with the purchase and sale set forth herein, purchaser has determined that title to the Property is acceptable to Purchaser through the Title Date and that Seller shall have no obligation to satisfy or remove any matter affecting title to the Property. In the event that (i) between the Title Date and the time of Closing, new title matters arise which would reasonably be expected to adversely affect the use

of the Property for the Access Road Facilities or the Water Facilities and which are not caused by Purchaser, or any party by through or under Purchaser, Purchaser shall have the option of either: (i) closing and accepting title to the Property "AS IS", without reduction in the Purchase Price and without claim against Seller, or (ii) canceling this Agreement, whereupon Seller and Purchaser shall be released from all further obligations under this Agreement, except for obligations that expressly survive the termination of this Agreement. In addition, Purchaser has obtained a survey of the Property and has determined that the status shown in the survey, together with any other matters which would be disclosed by an accurate survey and/or inspection of the Property are acceptable to Purchaser. Notwithstanding anything herein to the contrary, Seller shall have no obligation with respect to any survey matters regarding the Property.

5. **As Is.** Purchaser shall purchase the Property in its "AS IS" condition and situation, including the physical, legal, and environmental condition and status of the Property. Purchaser expressly agrees that the Property will be conveyed by Seller without any representations, warranties or guarantees of any nature whatsoever, express or implied, except to the extent of any representations expressly set forth herein or in any document delivered by Seller in connection with the Closing. At Closing, Purchaser will execute a waiver in favor of Seller (i) indicating that Purchaser has not relied on any representations, warranties, or guarantees of Seller, except to the extent of representations expressly set forth herein or in any documents or instruments executed in connection with the Closing, and (ii) waving any claim against Seller, whether arising from common law, statutory law, or otherwise with respect to the status, condition and situation of the Property.

6. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser as of the Effective Date (and will again as of the Closing Date) as follows:

- (a) Seller is a corporation in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by Seller has been duly authorized. No consent of any other person or entity to the execution, delivery or performance by Seller hereunder is required.
- (b) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser a certificate to such effect.
- (c) Seller has not entered into any contracts, leases (except for the Farm Lease (defined below)), arrangements, licenses, concessions, easements, or other agreements, affecting the Property, or any portion thereof or the use thereof which remain in effect except in favor of Purchaser.

Each of the representations and warranties in this Paragraph 6 shall survive Closing.

7. **Purchaser's Representations.** Purchaser represents and warrants to Seller as follows:

- (a) Purchaser has previously reviewed and considered the nature of this transaction. Purchaser has thoroughly investigated the Property and all aspects of the transaction. In electing to proceed with this transaction set forth herein, Purchaser

has determined that the Property is satisfactory to Purchaser in all respects and is purchasing the Property, in its "as is" condition and situation. Purchaser has and will rely solely on Purchaser's own independent investigations and inspections, and Purchaser has not relied and will not rely on any representation of Seller other than as expressly set forth in this Agreement or in any document executed and delivered in connection with the Closing.

- (b) Because Purchaser is in possession of the property pursuant to the Temporary Easement Agreement, Purchaser shall continue to be responsible to comply with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property and shall continue to comply with the requirements contained in the Temporary Easement Agreement.

Each of the representations set forth herein shall survive Closing.

8. **Condition Precedent/Approval by City Commission.**

This Agreement is expressly contingent upon, and subject to, the final non-appealable approval of, the City Commission of the City of Hialeah, Florida pursuant to Chapter 166.45, Florida Statutes, and the Charter of the City of Hialeah, Florida (the foregoing hereinafter referred to as the "Government Approval Contingency").

10. **Default Provisions.**In the event of a default by Seller under this Agreement, Purchaser shall have the right, as its sole and exclusive remedies, to (i) waive the default and proceed to closing without reduction in the purchase price, (ii) terminate this Agreement, whereupon Seller and Purchaser shall be released from all obligations, except for obligations that expressly survive termination of this Agreement, or (ii) seek specific performance of the Seller's obligations hereunder. Purchaser shall not have the right to seek damages hereunder.

In the event of the default of Purchaser under this Agreement, Seller shall have the right to terminate this agreement and to receive a reimbursement from Purchaser of Seller's reasonable out-of-pocket attorneys' and consultants fees and expenses incurred in connection with this Agreement. In the event of such termination, except for the fee and cost reimbursement, Seller and Purchaser shall be relieved of all further obligations hereunder, except for obligations that expressly survive the termination of this Agreement.

11. **Prorations.** There will be no proration of real estate taxes hereunder.

12. **Closing Costs.** The parties shall bear the following costs:

- (a) Purchaser shall be responsible for payment of the following: (i) any and all costs and expenses of architectural, engineering and other inspection and feasibility studies and reports incident to Purchaser's inspections (ii) any costs associated with issuance of title insurance obtained by Purchaser, (iii) recording fees for recording the deed, any and all other documents incident to consummation of the transaction contemplated hereby, (iv) the title insurance premium for the owner's title insurance policy, (v) the costs of any survey obtained by Purchaser, (vi) all

documentary stamp tax and surtax on the deed, and (vii) Purchaser's counsel's legal fees and costs.

- (b) Seller shall be responsible for payment of Seller's counsel's legal fees and costs.

13. **Closing.** Subject to other provisions of this Agreement for extension, the closing of the transaction contemplated herein ("**Closing**") shall be held within ten (10) days following satisfaction of the Governmental Approval Contingency ("**Closing Date**"), at the offices of Seller's counsel, Greenberg Traurig, P.A. 333 Avenue of the Americas, Miami, Florida 33131, or such other place within Miami-Dade County, Florida as shall be agreed upon between Seller and Purchaser. In the event that the Governmental Approval Contingency has not been satisfied on or before September 1, 2013, unless extended in writing by Seller and Purchaser, this Agreement shall automatically terminate and Seller and Purchaser shall be released from all obligations hereunder, except for obligations that expressly survive termination of this Agreement.

At Closing, Seller shall execute and/or deliver (as applicable) to Purchaser the following closing documents in form and substance (except to the extent a form is attached hereto) reasonably acceptable to Seller and Purchaser:

- (a) A Special Warranty Deed ("**Deed**") conveying the Property to Purchaser in the form attached hereto as **Exhibit "D"** and by this reference made a part hereof, which shall contain restrictions and reversionary provisions set forth therein. Purchaser shall also execute the Special Warranty Deed to agree to the restrictions and other obligations imposed on Purchaser contained therein;
- (b) A "non-foreign" affidavit or certificate pursuant to Internal Revenue Code Section 1445 sufficient to prevent withholding;
- (c) A mechanic's lien and gap affidavit as to matters by or through Seller only, but expressly excluding any matters in connection with the Temporary Construction Easement or the undertakings on the Property by or on behalf of Purchaser;
- (d) A copy of a fully executed amendment to that certain Farm Lease, dated as of October 15, 2007, by and between Seller and Roberto Capote, which amendment removes the Conveyance Property from the demised premises thereunder.
- (e) an affidavit of exclusive possession, subject to the possessory rights under the Temporary Construction Easement; and
- (f) such evidence of authority with respect to Seller as may be reasonably required by the title insurance company issuing title to Purchaser.

At Closing, Purchaser shall execute and/or deliver (as applicable) the following:

- (a) The As Is Waiver the form attached hereto as **Exhibit "E"** and by this reference made a part hereof;
- (c) The Deed;
- (b) The Purchase Price; and

(c) Evidence acceptable to Seller of satisfaction of the Governmental Approval Contingency.

At Closing, Purchaser and Seller shall execute and/or deliver (as applicable) the following:

(a) Counterpart closing statements;

(b) The property agreement in the form attached hereto as **Exhibit "F"** and by this reference made a part hereof dealing with the Outside Easement Property, the landscape buffer obligations, termination of the Temporary Easement Agreement and continuation of certain obligations contained therein, and the obligations of Purchaser to relocate the Access Road Facilities in the event of the request by Purchaser with respect to any future Florida Turnpike Interchange; and

(c) Such other documents as are reasonably necessary to consummate this transaction.

14. **Brokers.** The parties each represent and warrant to the other that no real estate broker(s), salesman (salesmen) or finder(s) have been involved in this transaction. The provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

15. **Assignability.** Purchaser shall not be entitled to assign its rights hereunder, in whole or in part.

16. **Notices.** All notices given, pursuant hereto, shall be in writing and be either (i) personally delivered, (ii) sent by Federal Express or other nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt requested, postage prepaid Delivery shall only occur upon actual delivery as addressed below or refusal to accept delivery. Notices shall be sent as follows:

If to Seller:                   The Graham Companies  
6843 Main Street  
Miami Lakes, Florida, 33014 – 9310  
Attention: Stuart S. Wyllie, President and CEO  
Phone: (305) 821 –1130  
Fax: (305) 817-4196

With a copy to:               Steven A. Landy, Esq.  
Greenberg Traurig, PA  
333 SE. 2nd Ave.  
Miami, Florida 33131 – 3238  
Phone: (305) 579-0758  
Fax: (305) 961-5758

If to Purchaser:               City of Hialeah Department of Water and Sewers  
3700 West 4 Avenue  
Hialeah, Florida 33012  
Attention: Director of Public Works  
Phone: (305) 556-3800  
Fax: (305) 827-0811

With a copy to:           City of Hialeah  
                                  501 Palm Avenue  
                                  Hialeah, Florida 33010  
                                  Attention: Office of the Mayor  
                                  Phone: (305) 883-5800  
                                  Fax: (305) 883-5896

All such notices, requests or other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of the proper mailing thereof, and may be given on behalf of any party by its respective counsel.

17.    **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. **[NOTE: THIS PARAGRAPH IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(8), FLORIDA STATUTES].**

18.    **Miscellaneous.**

- (a)    This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- (b)    In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- (c)    In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.
- (d)    In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.
- (e)    All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- (f)    Time shall be of the essence for each and every provision of this Agreement.
- (g)    Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in any public records.

In computing any period of time or date described herein, if the last day of such period or such date falls on a Saturday, Sunday or holiday recognized by national banking institutions, the period or date will be deemed to run until the end of the next succeeding business day.

19. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

Approved As To Form And Legal Sufficiency:

By: \_\_\_\_\_  
William Grodnick, City Attorney

**SELLER:**

**THE GRAHAM COMPANIES**  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**CITY OF HIALEAH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**  
(Section 8 Property)

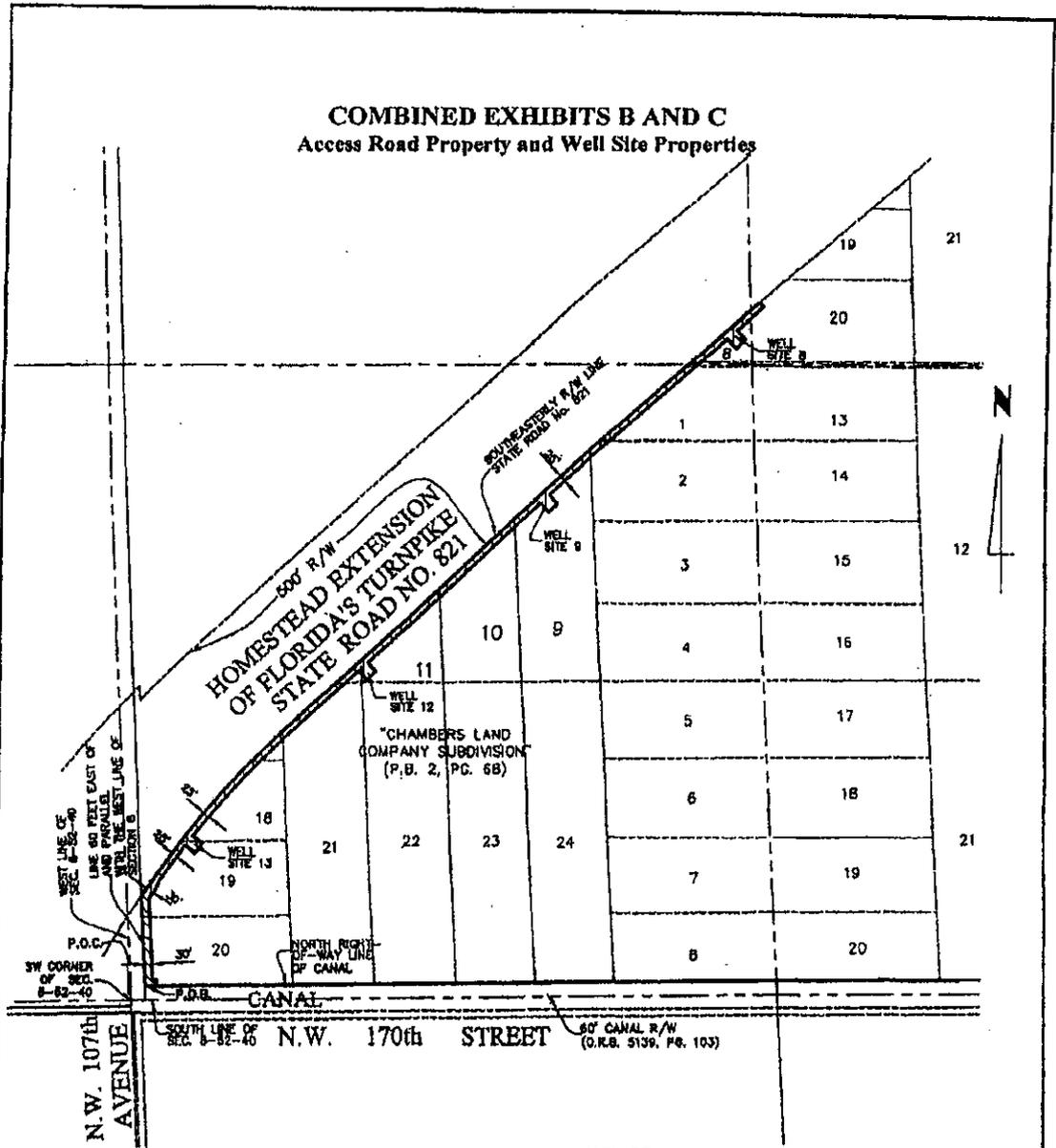
**Parcel 1:**

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

**Parcel 2:**

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

**COMBINED EXHIBIT "B" and "C"**  
(Conveyance Property)



NOTICE:  
Not full and complete without Pages 2 thru 5  
Page 1 of 5

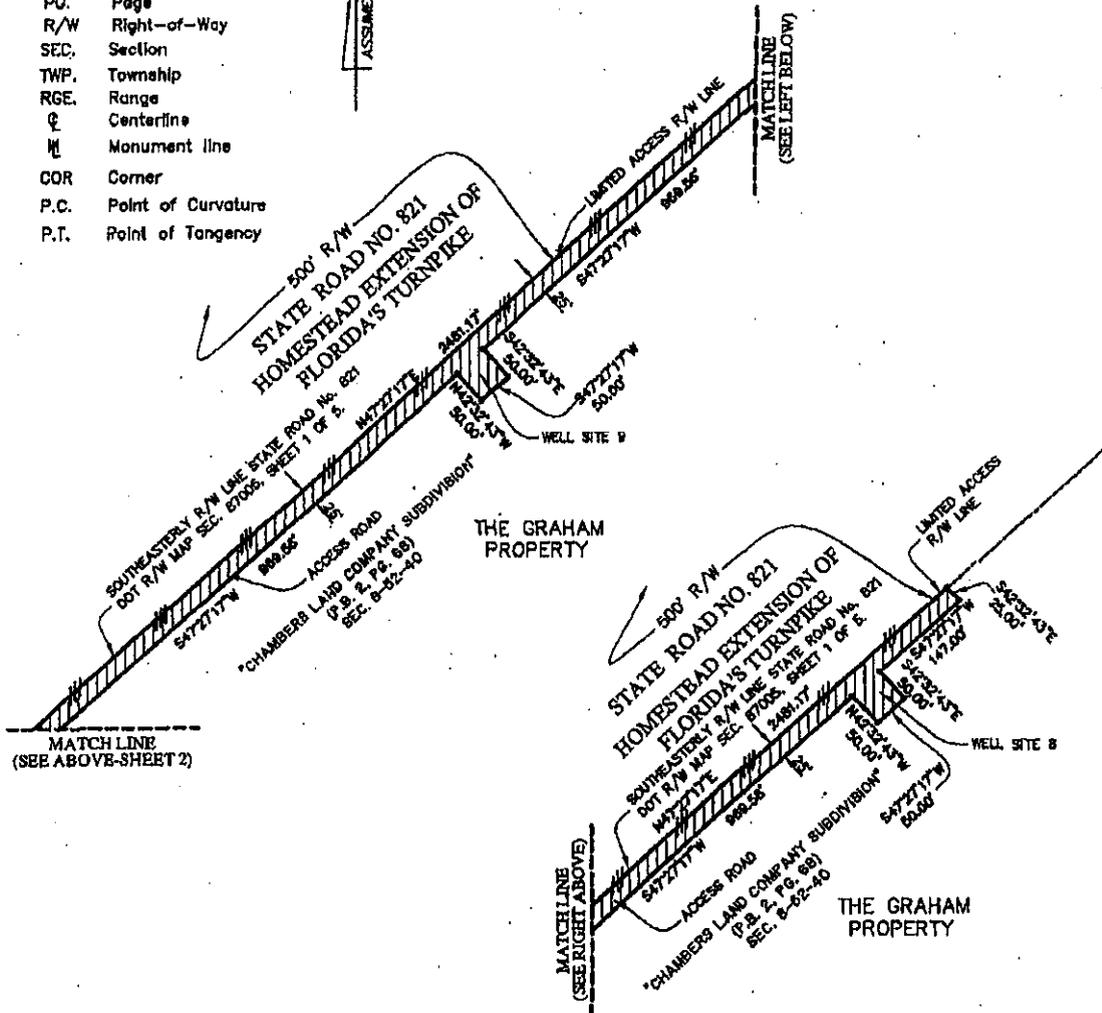
**EXHIBIT**  
**LOCATION SKETCH**  
NOT TO SCALE  
-THIS IS NOT A SURVEY-

WELL SITES AND ACCESS ROAD  
"REVERSE OSMOSIS TREATMENT PLANT"  
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA  
MIAMI-DADE COUNTY  
Section 8, Township 32 South, Range 40 East  
Date: May 24, 2012



**LEGEND**

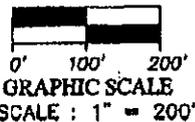
- P.O.B. Point of Beginning
- P.O.T. Point of Termination
- P.O.C. Point of Commence
- P.B. Plat Book
- P.O. Page
- R/W Right-of-Way
- SEC. Section
- TWP. Township
- RGE. Range
- ☉ Centerline
- Monument line
- COR Corner
- P.C. Point of Curvature
- P.T. Point of Tangency



NOTICE:  
 Not full and complete without Pages 1, 2, 4 & 5  
 Page 3 of 5

**EXHIBIT  
 SKETCH**

-THIS IS NOT A SURVEY-



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

**LEGAL DESCRIPTION OF WELL SITES AND ACCESS ROAD:**

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

Commence at the Southwest corner of Section 8, Township 52 South, Range 40 East; thence N89°41'47"E, along the South line of said Section 8 for a distance of 60.05 feet; thence N02°37'46"W, for a distance of 60.06 feet to a point on the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, also being the Point of Beginning; thence continue N02°37'46"W, along a line 60 feet East of and parallel with the West line of said Section 8, for a distance of 373.43 feet to intersect with a non tangent circular curve concave southeasterly, also being the Southeasterly right-of-way line of State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S56°19'50"E; thence along said circular curve, having for its elements a radius of 4365.66 feet, a central angle of 13°47'07" and an arc distance of 1050.37 feet to a Point of Tangency; thence N47°27'17"E, along said Southeasterly right-of-way line of the State Road No. 821 for a distance of 2481.17 feet; thence S42°32'43"E for a distance of 25.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 147.00 feet; thence S42°32'43"E for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W along a line 25 feet Southeasterly of and parallel with the aforesaid Southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 245.05 feet to a point of curvature of a circular curve concave southeasterly; thence along said circular curve 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, having for its elements a radius of 4340.66 feet, a central angle of 9°28'51" and an arc distance of 718.25 feet; thence S51°53'44"E, for a distance of 50.00 feet; thence S37°38'14"W, for a distance of 50.00 feet; thence N51°53'44"W, for a distance of 50.00 feet to a point of a non tangent circular curve concave southeasterly and 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S52°41'10"E; thence along said circular curve, having for its elements a radius of 4340.66 feet, a central angle of 2°27'38" and an arc distance of 186.37 feet; thence S23°22'18"W, for a distance of 25.48 feet to a point of a non tangent circular curve concave southeasterly and 30 feet Southeasterly of and parallel with aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S55°28'34"E; thence along said circular curve, having for its elements a radius of 4335.66 feet, a central angle of 0°43'29" and an arc distance of 54.84 feet; thence S02°37'46"E, along a line 90 feet East of and parallel with the west line of Section 8, for a distance of 339.77 feet; thence N89°41'48"E, for a distance of 15.01 feet; thence S02°37'46"E, for a distance of 25.02 feet; thence S89°41'48"W, along the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, for a distance of 45.04 feet to the Point of Beginning.

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

**NOTICE:**

Not full and complete without Pages 1, 2, 3 & 5  
Page 4 of 5

**EXHIBIT  
LEGAL DESCRIPTION**

**-THIS IS NOT A SURVEY-**

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

**SOURCES OF DATA:**

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

- Department of Transportation Right of Way Map Section 87005, Sheet 1 of 5.
- Survey by Schwelke-Shislin & Associates, Inc. dated 11-21-85, File No. ML-583
- Specific Purpose Survey by J. Bonfill & Associates, Inc. dated 10-06-11, Job. No. 11-0141.
- North arrow and Bearings refer to an assumed value of N47°27'18.9"E along the Southeasterly line of the State Road No. 821, Miami-Dade County, Florida.
- Section 8, Township 52 South, Range 40 East, of the Public Records of Miami-Dade County, Florida.

**CLIENT INFORMATION:**

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

CITY OF HIALEAH

**LIMITATIONS:**

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

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

**SURVEYOR'S CERTIFICATE:**

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

**J. BONFILL & ASSOCIATES, INC.**

Florida Certificate of Authorization Number LB3398  
7100 Southwest 99th Avenue, Suite 104  
Miami, Florida 33173 Phone: 305.598.8383

By: \_\_\_\_\_

**Juan J. Bonfill, P.L.S.**

Professional Land Surveyor No. 3179  
State of Florida  
May 8th, 2012

Project: 11-0141

Job: 12-0121 Well Site & Access Road

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

**NOTICE:**

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

Page 5 of 5

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

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

**EXHIBIT "D"**  
(Warranty Deed)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Gavin Williams, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131

Folio Number: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 between, THE GRAHAM COMPANIES, a Florida corporation ("Grantor"), whose address is \_\_\_\_\_ and CITY OF HIALEAH, a Florida municipal corporation, whose address is \_\_\_\_\_ ("Grantee").

**WITNESSETH**, That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida (the "Property"):

See Exhibit "A" attached hereto.

TOGETHER with all the development rights, tenements, improvements, easements, hereditaments and appurtenances belonging or in anywise appertaining the Property.

TOGETHER with all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining to the land.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, the same in fee simple forever.

SUBJECT TO (i) taxes and assessments for the year 2013 and subsequent years; (ii) applicable zoning ordinances; and (iii) conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument.

~~INSERT REMINDER~~ **AND RESTRICTIONS**

Grantor covenants with said Grantee that it has good right and lawful authority to sell and convey the Property; that it specially warrants the title to the Property and will defend the same against the claims of all persons claiming by, through and under Grantor, but against no others.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

THE GRAHAM COMPANIES,  
a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2013 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, on behalf  
of the \_\_\_\_\_. S/He is personally known to me.

WITNESS my hand and official seal in the county and province last aforesaid, this \_\_\_  
day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Name: \_\_\_\_\_  
Please Print  
My commission expires:

Exhibit "A"

Legal Description

**EXHIBIT "E"**

**AS IS WAIVER AGREEMENT**

**THIS AS IS WAIVER AGREEMENT ("Agreement")** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by The City of Hialeah, Florida, a Florida municipality ("City") in favor of The Graham Companies, a Florida corporation ("**Graham**").

**RECITALS**

A. Pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2013 ("**Purchase Agreement**") by and between Graham and the City, contemporaneous with the execution and delivery of this Agreement, the City is acquiring fee simple title to that certain real property ("**Property**") located in Miami-Dade County, Florida described in **Exhibit "A"** attached hereto and by this reference made a part hereof pursuant to that certain Special Warranty Deed ("**Deed**") of even date here with given by Graham to the City.

B. Pursuant to the Purchase Agreement, Purchaser is acquiring the Property in its "AS IS" condition and situation, including the physical, legal, and environmental condition and status of the Property after the City was provided with the full opportunity to investigate and inspect the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Graham and the City hereby agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.

2. **As Is/Waiver**. The City expressly agrees that the Property is being conveyed by Graham to the City without any representations, warranties or guarantees of any nature whatsoever, express or implied, except to the extent of any warranties that may be set forth in the Deed or any representations or warranties set forth in the Purchase Agreement that expressly survive closing of the transaction set forth in the Purchase Agreement . The City hereby represents and warrants to Graham, and agrees with and for the benefit of Graham, that in connection with the acquisition of the Property by the City from Graham, the City has not relied on any representations, warranties, or guarantees of Graham, express or implied, except to the extent of any warranties set forth in the Deed or any representations or warranties set forth in the Purchase Agreement that expressly survive closing of the transaction set forth in the Purchase Agreement. Except to the extent of any warranties set forth in the Deed or any representations or warranties set forth in the Purchase Agreement that expressly survive closing of the transaction set forth in the Purchase Agreement, the City hereby waives any claim against Graham, whether arising from common law, statutory law, or otherwise in connection with the Property or the acquisition of the Property by the City, including, but not limited to, any claims arising from or related to the physical, legal and environmental condition or status of the Property.

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered  
in the presence of:

**CITY OF HIALEAH**

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved As To Form And Legal Sufficiency:

By: \_\_\_\_\_  
William Grodnick, City Attorney

Attest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "F"**  
(Property Agreement)

Prepared by and when recorded, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY AGREEMENT**

**THIS PROPERTY AGREEMENT ("Agreement")** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 ("**Effective Date**"), by The Graham Companies, a Florida corporation ("**Graham**"), and The City of Hialeah, Florida, a Florida municipality ("**City**").

**RECITALS**

A. Graham is the owner of that certain tract of land located in Miami-Dade County, Florida legally described in **Exhibit "A"** attached hereto and made a part hereof ("**Section 8 Property**"), except for certain undivided interests as tenants in common with Graham in a portion of the Section 8 Property owned by certain affiliated parties ("**Other Owners**").

B. The City is the owner of that certain parcel of real property west of the Section 8 Property ("**City Property**"), upon which Purchaser has commenced construction of a Reverse Osmosis Water Treatment Plant ("**Treatment Plant**").

C. In connection with the construction of the Treatment Plant, Graham and the City entered into that certain Temporary Construction and Staging Easement Agreement dated as of April 25, 2012 and recorded in Official Records Book 28164, at Page 3736 of the Public Records of Miami-Dade County, Florida, as amended and reinstated pursuant to Reinstatement and Amendment To Temporary Construction and Staging Easement Agreement dated as of December 31, 2012 and recorded in Official Records Book \_\_\_\_, at Page \_\_\_\_ of the Public Records of Miami-Dade County, Florida (as reinstated and amended, the "**Temporary Easement Agreement**").

D. In accordance with the Temporary Easement Agreement and in connection with the Treatment Plant, the City is in the process of: (i) constructing an access road and installing various underground potable water pipes, drainage facilities, and underground utility lines and related conduits ("**Access Road Facilities**") within that certain portion of the Section 8 Property owned by Graham described in **Exhibit "B"** attached hereto and made a part hereof ("**Access Road Property**") to be used for the Access Road Facilities, and (ii) installing, and constructing certain water well sites and related facilities ("**Water Facilities**") for the Treatment Plant on that certain portion of the Section 8 Property owned by Graham described in **Exhibit "C"** attached hereto and made a part hereof ("**Well Site Properties**"). The Access Road Facilities and the Water Facilities shall hereinafter be referred to as the "**Facilities**". The Access Road Property and the Well Site Properties are collectively described in **Exhibit "D"** attached hereto and made a part hereof (as collectively described, the "**Conveyance Property**"). All of the Section 8 Property, less the Conveyance Property shall hereinafter be referred to as the "**Remaining Property**".

E. Pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2013 (“**Purchase Agreement**”) by and between Graham and the City, contemporaneous with the execution and delivery of this Agreement, the City is acquiring fee simple title to the Conveyance Property.

F. Pursuant to the Purchase Agreement, and as a condition to Graham conveying the Conveyance Property to the City, the City has agreed to (i) provide and maintain a landscape buffer around the Well Site Properties acceptable to Graham, (ii) to reroute the Access Road Facilities within the Section 8 Property if requested by Graham in connection with any future Florida Turnpike interchange, and (iii) that the use of the Access Road Property and the Well Site Properties will be restricted to use for the Facilities only and for no other purpose.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Graham and the City hereby agree as follows:

20. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.

21. **Landscape Buffer.** Upon the request of Graham, the City agrees to plant and maintain, at its sole cost and expense, landscaping (and provide and maintain reasonable irrigation therefore) reasonably sufficient to shield the view of the improvements located on the Well Site Properties from the remainder of the Section 8 Property pursuant to landscape plans reasonably acceptable to Graham and the City. Both Graham and the City agree to cooperate in good faith in connection with the landscape buffer; provided, however, the City shall not be responsible for replacing or restoring any landscaping that is damaged or destroyed as a result of any development activities by or on behalf of Graham on any portion of the Remaining Property. Notwithstanding anything herein to the contrary, Graham shall have no obligation to permit landscaping or irrigation of any kind to be located on the Remaining Property unless they elect to require the landscape buffer.

22. **Future Florida Turnpike Interchange.** There have been discussions regarding the potential location of a Florida Turnpike interchange (“**Interchange**”) around the Section 8 Property at or around NW. 170th St. The potential Interchange is important to Graham with respect to the Remaining Property and other property owned by Graham or its affiliates in the vicinity of the Remaining Property. In the event that the Access Road and/or the Access Road Facilities would prevent or unreasonably hinder the location of the interchange around NW. 170th St, at the request of Graham, the City agrees to relocate the Access Road and the Access Road Facilities, at its cost and expense, to accommodate the Interchange. In connection with such relocation, Graham will provide other portions of the Section 8 Property for the portion of the Access Road that is relocated. Graham and the City agree to cooperate in good faith in connection with the foregoing.

23. **Use of Conveyance Property.** As also provided in the Special Warranty Deed conveying the Conveyance Property to the City, at all times, the Access Road will only be utilized for the Access Road Facilities and no other purpose and the Well Site Properties will only be used for the Water Facilities and no other purpose. Pursuant to the Temporary Easement Agreement, the Facilities are to be constructed in accordance with the “**Plans**” as defined therein (which Plans approved by Graham). The improved Facilities located on the Conveyance Property must be

substantially in accordance with the Plans without material modification (unless such material modification has been approved by Graham). Without limiting the foregoing, the size or height of the Facilities located on the Well Site Properties shall not be enlarged without the prior consent of Graham, such consent shall be given or denied in the sole discretion of Graham.

24. **Continuation of Obligations Contained in Temporary Construction Easement.** Pursuant to the Temporary Construction Easement, certain terms and provisions of the Temporary Construction Easement survive termination of the Temporary Construction Easement. All provisions which survive termination of Temporary Construction Easement are incorporated herein by reference as if set forth at length.

25. **Duration.** The term of this Agreement shall commence on the date hereof and expire on the date that is twenty-five (25) years after the date hereof.

26. **Notices.** All notices given, pursuant hereto, shall be in writing and be either (i) personally delivered, (ii) sent by Federal Express or other nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt requested, postage prepaid Delivery shall only occur upon actual delivery as addressed below or refusal to accept delivery. Notices shall be sent as follows:

If to Graham:               The Graham Companies  
6843 Main Street  
Miami Lakes, Florida, 33014 – 9310  
Attention: Stuart S. Wyllie, President and CEO  
Phone: (305) 821 –1130  
Fax: (305) 817-4196

With a copy to:             Steven A. Landy, Esq.  
Greenberg Traurig, PA  
333 SE, 2nd Ave.  
Miami, Florida 33131 – 3238  
Phone: (305) 579–0758  
Fax: (305) 961-5758

If to the City:               City of Hialeah Department of Water and Sewers  
3700 West 4 Avenue  
Hialeah, Florida 33012  
Attention: Director of Public Works  
Phone: (305) 556-3800  
Fax: (305) 827-0811

With a copy to:             City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
Attention: Office of the Mayor  
Phone: (305) 883-5800  
Fax: (305) 883-5896

All such notices, requests or other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of the proper mailing thereof, and may be given on behalf of any party by its respective counsel.

7. **Waiver of Right to Trial by Jury.** Graham and the City, to the fullest extent permitted by applicable law, hereby waiver, relinquish and forego the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Agreement.

8. **Waiver of Sovereign Immunity.** To the extent permitted by applicable law, the City hereby specifically waives sovereign immunity liability limitations as to the rights and remedies available to Graham pursuant to, or in connection with, this Agreement.

9. **Enforcement and Remedies.** If either party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its option (i) bring an action for the recovery of damages in a court of competent jurisdiction, and/or (ii) bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

10. **Miscellaneous.**

- (a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- (b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- (c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.
- (d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.
- (e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- (f) Time shall be of the essence for each and every provision of this Agreement.
- (g) In computing any period of time or date described herein, if the last day of such period or such date falls on a Saturday, Sunday or holiday recognized by national banking institutions, the period or date will be deemed to run until the end of the next succeeding business day.

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

**GRAHAM:**

**THE GRAHAM COMPANIES**  
a Florida corporation

By: \_\_\_\_\_

Name: Stuart S. Wyllie

Title: President and Chief Executive Officer

State of Florida            )  
  )ss:  
County of Miami-Dade )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Stuart S. Wyllie, the President and Chief Executive Officer of The Graham Companies, a Florida corporation, on behalf of said corporation. He/She is personally known to me (YES) (NO) or who has produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE]

Signed, sealed and delivered  
in the presence of:

CITY:

CITY OF HIALEAH

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_

\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved As To Form And Legal Sufficiency:

By: \_\_\_\_\_  
William Grodnick, City Attorney

Attest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Florida            )  
                                  )ss:  
County of Miami-Dade )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Hialeah, on behalf of said  
municipality. He/She is personally known to me (YES) (NO) or who has produced  
\_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

# Summary Appraisal Report

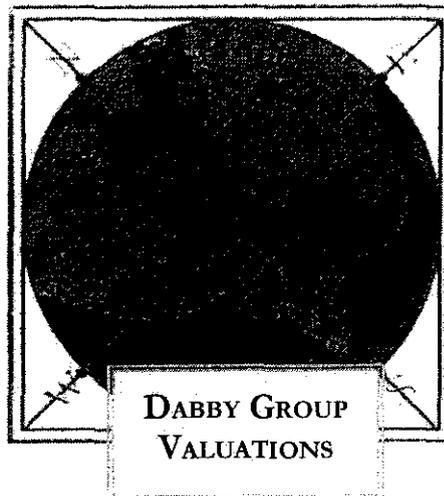
of

## 2.52 Acre Strip of Land - Section 8 (for Access Road and Well Sites)

Date of Value  
As of May 25, 2012

Prepared For

**City of Hialeah**



# DABBY GROUP VALUATIONS

REAL ESTATE

2506

CONSULTANTS

PONCE DE LEON

BOULEVARD

VALUATIONS

CORAL GABLES

FLORIDA 33134

FEASIBILITY

PH (305)445-2808

FAX (305)445-2884

May 31, 2012

William Grodnick, City Attorney  
City of Hialeah  
501 Palm Ave Hialeah, FL 33010  
Hialeah, Florida

Re: Dabby Group File No. 12-1718  
Appraisal of a 2.52 Acre Strip of Land on North of  
NW 170 Street along the East Side of the Florida Turnpike ROW  
Unincorporated Miami-Dade County, Florida

Dear Mr. Grodnick:

In accordance with your request, we have prepared a Complete, Summary appraisal of the captioned property. The purpose of the appraisal was to estimate the current Market Value of the property's fee simple estate.

Subject of the appraisal is a vacant strip of land that is part of the Section 8 land owned by Graham Company entities. The land represents the planned access road and planned well sites associated with the City of Hialeah's new Reverse Osmosis Treatment Plant under construction south of NW 170 Street and south of Section 8.

The research and analysis compiled should provide appropriate information for the decision making process. Certain assumptions and limiting conditions were made and are an integral part of the conclusions reached. In our analysis and investigations we have considered all pertinent factors relevant to the assignment.

We hereby certify that the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. We hereby certify that we have no present or contemplated interest in the captioned property, and that neither our employment nor compensation for the analysis is contingent upon the conclusions reached. We also certify that we comply with the USPAP competency provision and have the necessary experience in appraising properties of the type. It has been a pleasure to be of professional service.

Sincerely,



David M. Dabby, J.D., MAI  
State Certified General Appraiser  
Certificate No. RZ-0000948

**EXECUTIVE SUMMARY**

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<b><u>Property Name:</u></b>	2.52 Acre Strip of Land(for well sites and access road to new City of Hialeah Water Treatment Facility)
<b><u>Date of Value:</u></b>	May 25, 2012
<b><u>Property Type:</u></b>	Vacant Undeveloped Land
<b><u>Property Location:</u></b>	North of NW 170 Street Along the East Side of the Florida Turnpike ROW, Unincorporated Miami-Dade County, Florida
<b><u>Land Area:</u></b>	2.52± Acres (109,900 ± Sq. Ft.) Per sketch of survey
<b><u>Description of the Site:</u></b>	The parcel is linear in shape in shape and measures in general 30' x 3700'. Subject is a small part of the Section 8 holdings of the Graham Companies which encompasses approximately 317 acres.
<b><u>Highest and Best Use of Parent Tract:</u></b>	Interim holding period until water, sewer lines are extended into the area followed by industrial park development.
<b><u>Market Comments:</u></b>	Although industrial land in Miami-Dade County remains available supplies are dwindling and that will likely put upward pressure on prices for land over time. The subject has and will continue to benefit from this condition.
<b><u>Marketability Comments:</u></b>	The subject is located in an future industrial area of NW Miami-Dade County. Upon developemtn it should have a good to excellent location from a distribution viewpoint. Access to the Palmetto Expressway, Florida's Turnpike, NW 138 Street and Okeechobee Road and I-75 should be good.
<b><u>Valuation Conclusions:</u></b>	We have researched and identified 6 comparable land sale indicators to compare to the subject in the valuation process. All are located in relatively close proximity to the subject .Prior to any adjustments the value indicators ranged in price from \$1.79 to \$6 per sf with an average of \$3.13 per sf and a standard deviation (dispersion around the mean) of \$1.30 per sf. After applying the adjustment process we conclude the subject land value to be \$2.75 per sf or \$300,000RD.
<b>"As Is" Market Value of the Land:</b>	<b><u>\$300,000</u></b>

CERTIFICATE OF VALUE

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***WE CERTIFY, TO THE BEST OF OUR KNOWLEDGE AND BELIEF:***

That the statements of fact contained in this Appraisal Report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are based upon members of Dabby Group's professional staff's unbiased professional analyses, opinions, and conclusions.

That we have no present or prospective interest in the property that is the subject of this report, and that we have no personal interest or bias with respect to the parties involved.

That Dabby Group's compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

That Dabby Group's analyses, opinions, and conclusions were developed, and this report has been prepared and complies with the Appraisal Standards set forth by the Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA), which became effective on August 9, 1990.

That David M. Dabby, J.D., MAI has collected and/or reviewed pertinent information and has formulated conclusions reached herein. David M. Dabby made a personal inspection of the property and the immediate Primary Market Area that is the subject of this Report.

That individual acknowledgement and recognition is hereby given to members of Dabby Group's professional staff that provided assistance to the person(s) signing this report.

That individual recognition is hereby given and acknowledged for reports, studies, plans, and exhibits prepared by others and incorporated herein.

That this report has been made in conformity with, and is subject to, the requirements of the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and Appraisal Institute.

That the Appraisal Report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in the report.

That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

That the undersigned designated Appraiser(s) have completed the requirements of the continuing educational program of the Appraisal Institute.

CERTIFICATE OF VALUE

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The undersigned designated State-Certified Real Estate Appraiser(s) are currently certified under the voluntary continuing education program of the Florida Department of Professional Regulation, in accordance with Chapter 475.501 of the Florida Statutes.

That our opinion of the Current Market Value of the Subject's fee simple estate as of May 25, 2012 is:

**\$300,000 RD**

...Based upon our independent appraisal and the exercise of our professional judgment. The estimated marketing time for the subject property is equal to or less than 12 months.

David M. Dabby, J.D., MAI  
State Certified General Appraiser  
Certificate No. RZ 0000948

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**SCOPE OF THE APPRAISAL**

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In accordance with the client's request, *Dabby Group* has prepared a Complete, Summary Appraisal of the property known as a 2.52 Acre Strip of Land. The scope of *Dabby Group's* appraisal involved research, analysis and conclusions resulting in this report briefly outlined as follows:

Valuation of vacant parcels is typically performed via the Sales Comparison Approach, as was prepared herein. Neither the Cost nor Income Approaches were deemed relevant in this analysis. The opinions presented herein are based upon several levels of analysis in an attempt to reconcile the available information to the subject property. The scope of the analysis is outlined below.

**Introduction** - Provides a general framework of analysis including the purpose and function sought, property identification and legal description, subject photographs, location maps, applicable definitions and economic principles relating to the appraisal of the subject. This section also specifically identifies the (A) type of property being appraised; (B) date of physical inspection of the subject property; (C) time period for which market data was investigated; (D) prelude to the geographical markets researched; and (E) prelude to sources used to collect and verify data.

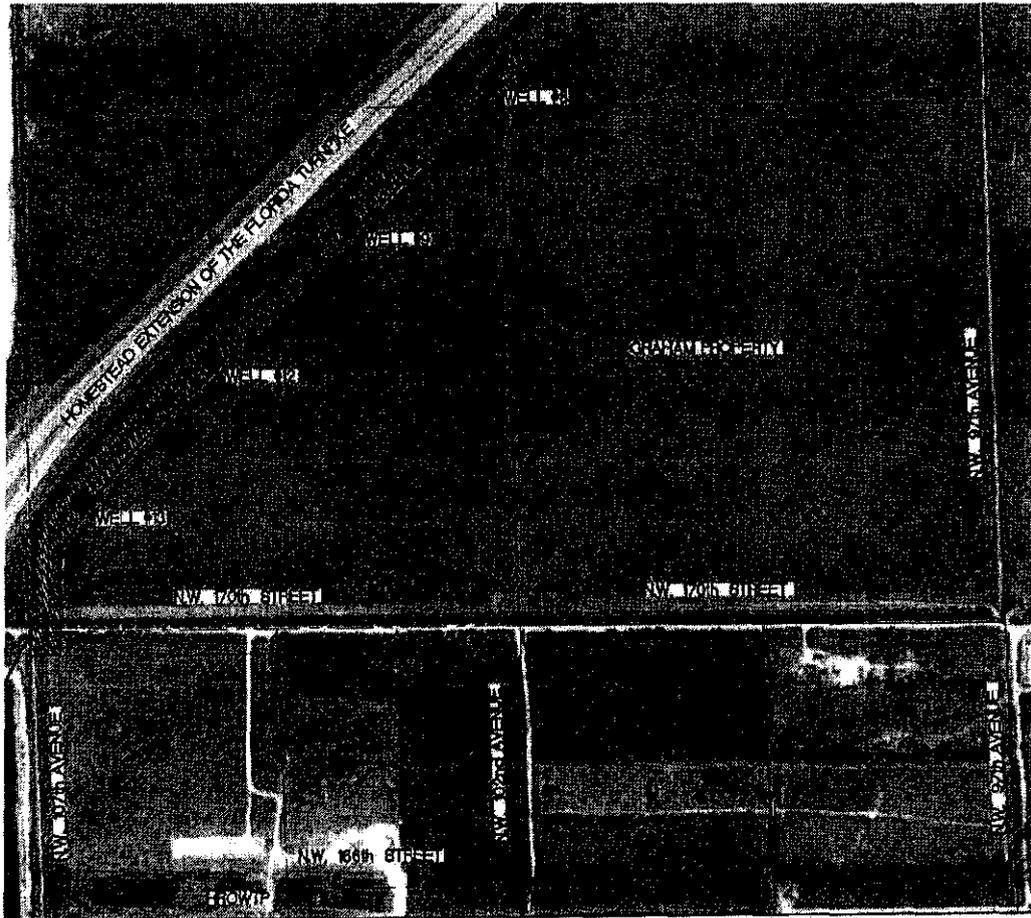
**Description and Analysis** - Provides a comprehensive description and analysis of the subject site, improvements and the environment (neighborhood) in which it exists. Legally zoned uses, current taxes and assessment and a chronological sales history of the subject are also addressed, as well as marketing period.

**Market Analysis** – provides an analysis of factors affecting the property under appraisal via various avenues of research, which can include supply, demand, price, and competitive market analysis.

**Valuation of the Subject Property** - Addresses the Highest and Best Use of the subject property, the appraisal process employed and the valuation of the property. The Highest and Best Use of the subject addresses the reasonably probable and legal uses of the site, which are physically possible, appropriately supported and financially feasible.

This section of the report also outlines the Appraisal Process undertaken. In the valuation of the subject the Cost, Sales Comparison and Income Approaches were considered but only the sales comparison approach was applied.

SUBJECT PHOTOGRAPHS



Aerial Photograph with Subject Overlay (including small part south of Subject)

SUBJECT PHOTOGRAPHS

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Typical View of Section 8 from Turnpike



Typical View of Turnpike Looking North – Section 8 to Right



Typical View of Section 8 from Turnpike

SUBJECT PHOTOGRAPHS



Typical View of Section 8 from Turnpike

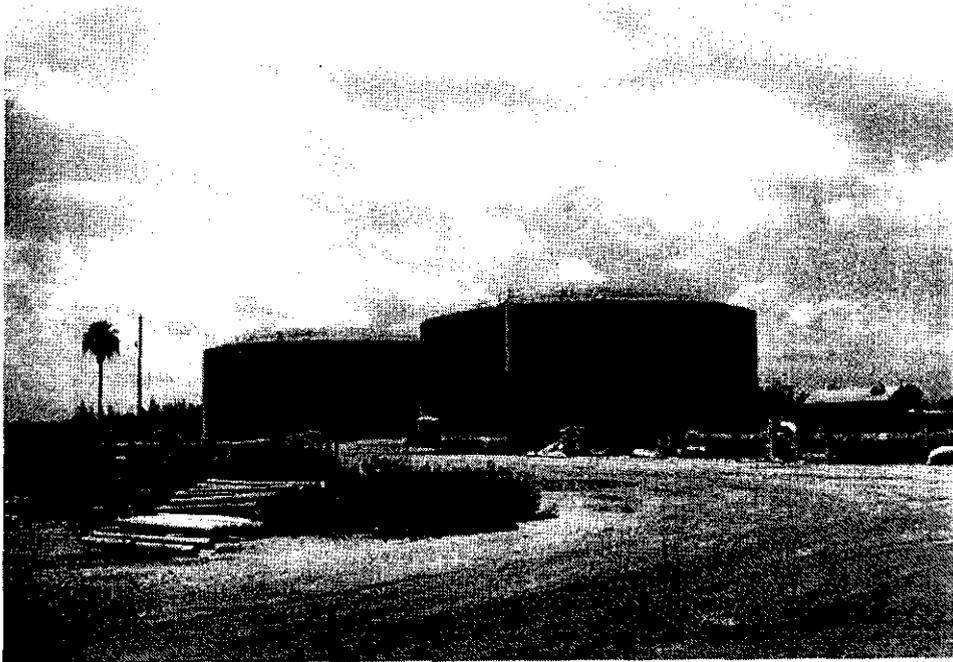


Looking Westerly Toward Turnpike from NW 170 Street ROW - Section 8 to Right

SUBJECT PHOTOGRAPHS



View of City of Hialeah Water Treatment Facility Under Construction South of Section 8

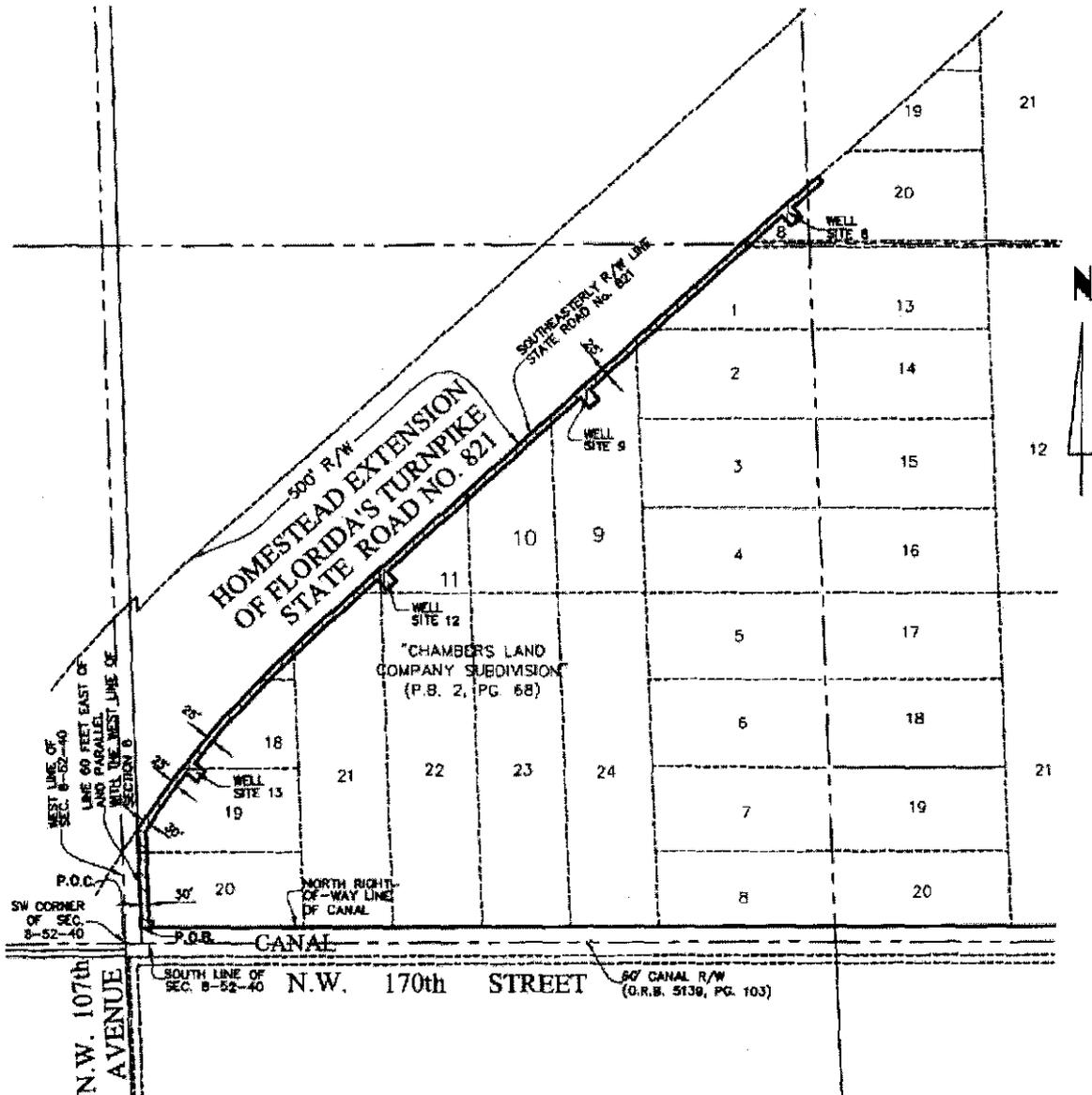


View of City of Hialeah Water Treatment Facility Under Construction South of Section 8

2.52 ACRE STRIP OF LAND - SECTION 8

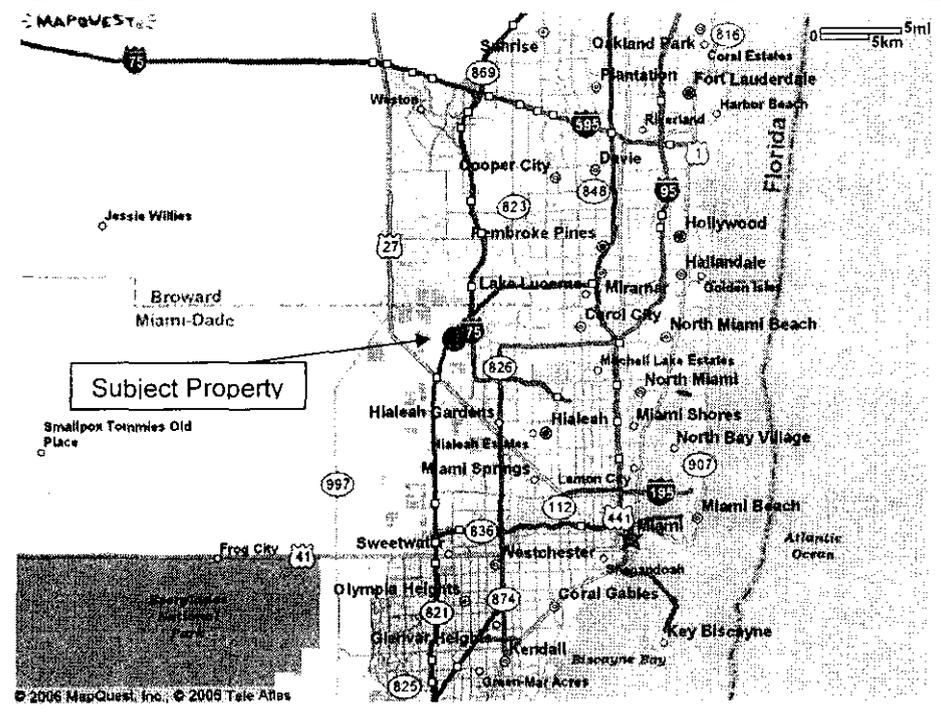
IDENTIFICATION OF THE SUBJECT PROPERTY

The subject parcel is a strip of land for well sites and access road purposes situated within Miami-Dade County, Florida in Section 8, Township 52 South, Range 40 East, lying 60' east of the west line of Section 8 and Southeasterly of the Southeasterly ROW line of the Turnpike. See addendum for full legal description.

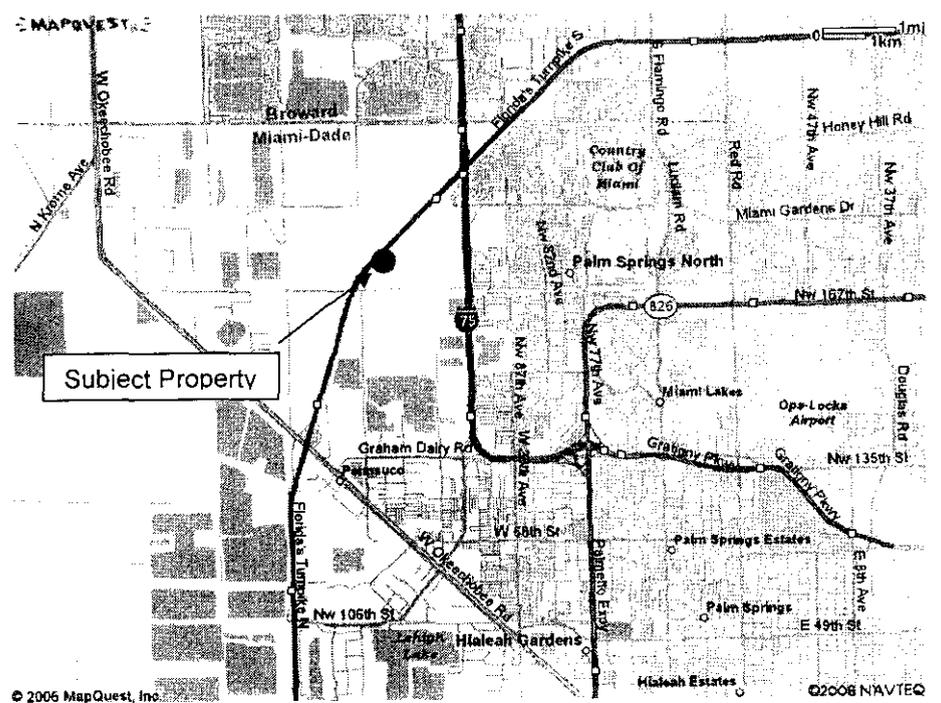


2.52 ACRE STRIP OF LAND - SECTION 8

IDENTIFICATION OF THE SUBJECT PROPERTY



Regional Map



Northwest Miami-Dade Map

**DEFINITIONS**

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**MARKET VALUE**

Market Value\* is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (A) buyer and seller are typically motivated;
- (B) both parties are well informed or well advised, and each acting in what he considers his own best interest;
- (C) a reasonable time is allowed for exposure in the open market;
- (D) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (E) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* *Definition of Market Value as specifically defined by the Federal Deposit Insurance Corporation ("FDIC"), Office of the Comptroller of the Currency ("OCC"), the Office of Thrift Supervision ("OTS"), the National Credit Union Administration ("NCUA"), the Resolution Trust Corporation ("RTC"), the Board of Governors of the Federal Reserve System ("FRS") in compliance with Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA").*

## DEFINITIONS

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### PURPOSE OF THE REPORT

The purpose of the report is to conclude as to the Market Value of the property's fee simple estate.

### FUNCTION OF THE APPRAISAL

The function of the analysis is to aid the Client in their internal decision making process for possible acquisition of the subject.

### PROPERTY RIGHTS APPRAISED

The subject property is appraised on the basis of a Fee Simple Estate. A Fee Simple Estate may be defined as the largest possible state in real property. It is a fee without limitations to any particular class of heirs or restrictions, but is subject to the limitations of eminent domain, escheat, police power and taxation.

### DATE OF VALUE

This report, with its analysis, opinions and conclusions, is based upon market demand known to have existed in the recent past, present, and projected into the future through a careful analysis of Miami-Dade County's economic base. All data pertaining to the report was gathered by investigative research and fieldwork with the date of valuation being May 25, 2012.

### MARKET PRICE DEFINED

***Market Price Definition*** - the amount actual paid, or to be paid, for a property in a particular transaction. It differs from Market Value in that it is an accomplished or historic fact, whereas the Market Value is and remains an estimate until proved. Market Price involves no assumption of prudent conduct by the parties, of absence of undue stimulus, or of any other condition basic to the Market Value concept.

## DEFINITIONS

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### CURRENT OR "AS IS" VALUE

Market value of a property in a condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions or qualifications as of the date the appraisal is prepared; this would apply to a proposed property ("as is" would be the land only), or non-stabilized properties as of the appraisal date; for a non-stabilized property, this would include all lease-up costs such as rent loss, concessions, tenant improvements, and leasing commissions.

### PROSPECTIVE STABILIZED MARKET VALUE ESTIMATE

A forecast of value expected to occur at a specified future date. A prospective value estimate is most frequently utilized in connection with real estate projects which are proposed, under construction, under conversion to a new use or which have not otherwise achieved sell-out or a stabilized level of long-term occupancy at the time the appraisal report is written. The prospective value relates to a point in time when all improvements have been leased to its optimum level of long-term occupancy. This applies to non-stabilized or proposed properties.

### INVESTMENT VALUE

Value to a particular investor based upon individual investment requirements, as distinguished from the concept of *Market Value*, which is impersonal and detached.

### FUNCTION OR USE VALUE

Use Value is a concept based on the productivity of an economic good. Use Value is the value a specific property has for a specific use. Use value focuses on the value the real estate contributes to the enterprise of which it is a part, without regard to the property's highest and best use or the monetary amount that might be realized upon its sale.

**SALES HISTORY & OWNERSHIP**

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Subject parent tract is owned by entities related to The Graham Companies and parent tract has been under same ownership for more than five years. As noted in the sales comparison approach a family member of The Graham Companies did sell a relatively small part in the parent tract in 2010.

**NEIGHBORHOOD ANALYSIS**

The subject neighborhood represents a future growth area that is triangular in shape formed by the intersection of the Turnpike and I-95 to the north and NW 138 Street the south. Development has begun on the southern end. The area is largely undeveloped but most of the major parcels such as the subject parent tract and the Peerless Site have long been held anticipating future industrial and business park demand. The area represents a good industrial location with complimentary land uses and good accessibility. The economic base is stable to increasing growth. No inharmonious intrusions are noted and the subject parent property is properly positioned within the neighborhood being the largest landholding within the boundaries noted above.

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**DESCRIPTION OF THE SITE**

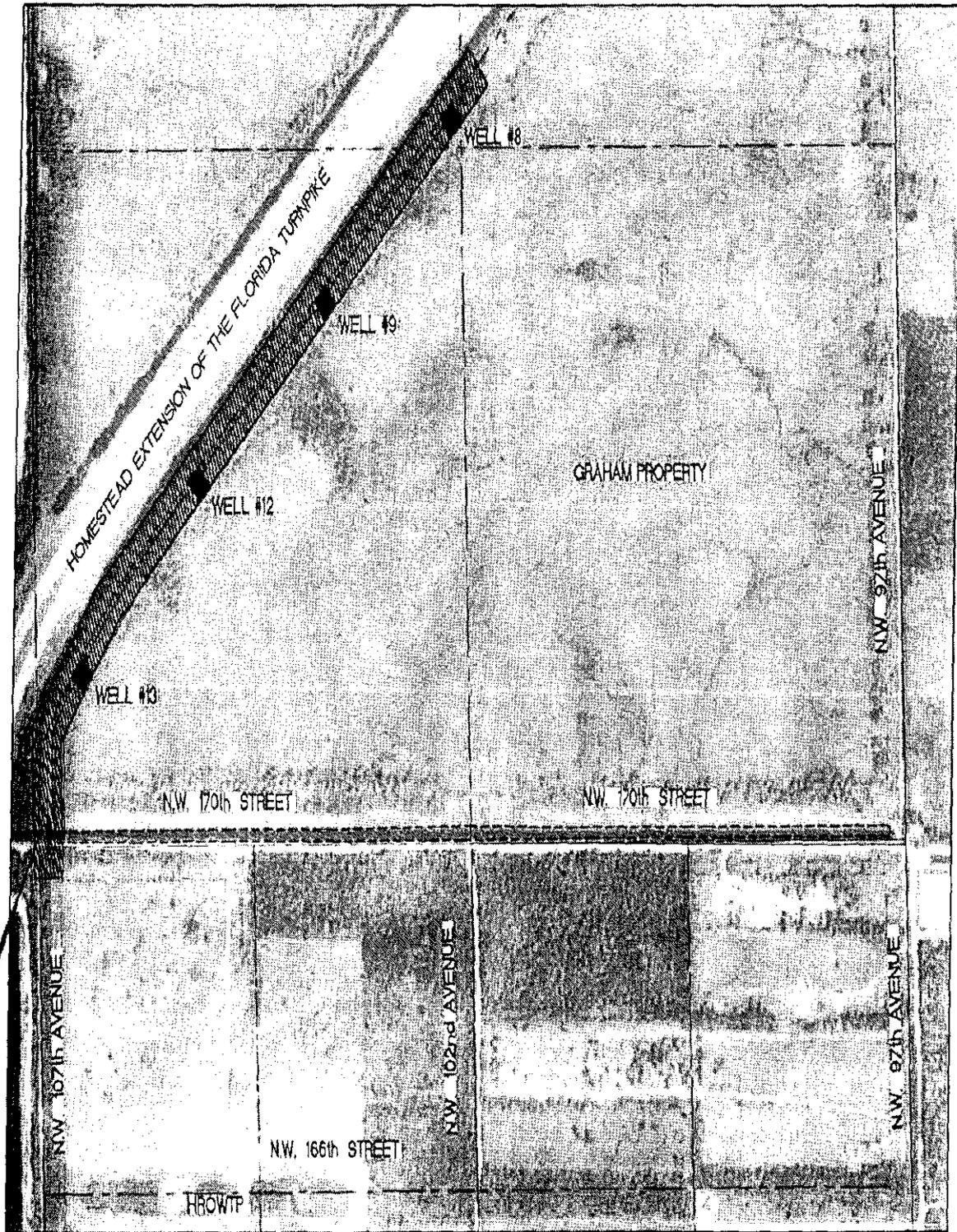

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Dabby Group inspected the subject parent site and subject site during the course of this assignment. The City of Hialeah provided site drawings. These plans describe the site and also reference the reverse osmosis water plant under construction.

<b>LOCATION:</b>	- NW/C of N.W. 170th Street and N.W. 97th Avenue
<b>PARENT SITE SIZE/SHAPE:</b>	- 317± Acres / Triangular
<b>TOPOGRAPHY/FLOOD ZONE/UTILITIES:</b>	- Below grade / "AE" / not available
<b>NUISANCES/HAZARDS:</b>	- None noted; see Contingent and Limiting Conditions.
<b>INGRESS/EGRESS:</b>	- Dirt road - N.W. 170th Street and 97 Avenue
<b>FUNCTIONAL/UTILITY OF SITE:</b>	- Adequate for all uses subject to appropriate access and site development.
<b>EASEMENTS/ENCROACHMENTS:</b>	- No impediments noted.
<b>ZONING / LAND USE DESIGNATION:</b>	- This parcel is now in the CDMP under an industrial/ office designation
<b>SITE WORK</b>	No site work associated with development is in place. Water and sewer lines will have to be brought to the site proper to development. Site development costs are uncertain but forecasted to be very high. Property may not be developed for many years.
<b>ASSESSMENT:</b>	This property has multiple folio numbers. For 2011 the land was assessed at \$33.3 million.

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DESCRIPTION OF THE SITE



*DESCRIPTION OF SITE*

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**SUBJECT PROPERTY SUMMARY Parcel SC8 (cont.)**

**CURRENT ACTIVITY/OTHER:**

**PRESENT USE/PENDING USE:** Vacant Land

**CURRENT CONTRACT/LISTING/OFFERS:** None/None/None.

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**COMMENTS:** This parcel has a significant future potential to create a large scale industrial / office development. Timing of development is uncertain but long term at this point and largely depends on economic, transportation and infrastructure issues necessary to accommodate development.

**ESTIMATED MARKETING PERIOD**

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The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation;
- The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties;
- The property will be offered at a price reflecting the most probable mark-up over market value used by sellers of similar type properties.

Based upon the data and analysis contained within this report, Dabby Group estimates the marketing/sale period for the property, to be equal to or less than 12 months. This is consistent with the marketing period of the comparable sales.

## VALUATION ANALYSIS

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### Highest and Best Use

Highest and Best Use reflects a basic assumption about real estate market behavior - that the price a buyer will pay for property is based on his or her conclusions about the most profitable use of the site or property. Therefore, sites and improved properties tend to be put to their highest and best uses. However, the determination of a property's Highest and Best Use set forth in an appraisal may or may not conform to the existing use.

The determination of Highest and Best Use must be based on careful consideration of prevailing market conditions, trends that affect market participation and change, and the existing use of the subject property. Highest and Best Use according to The Appraisal of Real Estate is defined as:

"The reasonably probable and legal use of vacant land or improved property, which is physically possible; appropriately supported, financially feasible, and that results in the highest value".

### Physically Possible Uses

The subject site contains 2.52 acres within a 317 acre parent tract. Based on a visual inspection, the site appears generally level and substantially below street grade. There do not appear to be any physical obstacles the site except for site work. The access road does not have storm sewers and water and sewer lines have not been extended into the area.

### Permissible Uses

The subject lies within an industrial designated land use district that allows warehousing, office and manufacturing uses including manufacturing and distribution centers. The site is currently vacant and in an interim-use stage. Accordingly no legally adversary or impermissible uses are noted. The market could not likely accept development at the subject at this point. However, as land inventories continue to decrease we are confident that his area will be developed with industrial uses in accordance with zoning.

## VALUATION ANALYSIS

---

### Highest and Best Use

#### Feasible Uses

Feasible uses must be considerate of legally permissible and physically possible uses. Additionally, feasible use concerns itself with profitable uses, or the use that most likely results in the highest net return to the land. Based upon the historical, current, and projected demand for industrial properties in the Miami-Dade County area, coupled with the trend of development and market acceptance for industrial properties in the subject's neighborhood, it is reasonable that a properly implemented industrial program will be sustained as a financially feasible use, but only after an interim holding period. Subject development is still premature at the subject.

#### Conclusion - Highest and Best Use

The Highest and Best Use of the subject site, as vacant, is for future industrial use

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## VALUATION ANALYSIS

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### The Appraisal Process

In estimating the value of the subject property there are available to the Appraiser three recognized approaches or techniques that, when applicable, can be used to process the data considered significant to each into separate value indications. Dabby Group considered information researched and utilized their experience coupled with their unbiased and objective judgment in arriving at supportable conclusions.

The three basic approaches are commonly known as:

1. **The Cost (Summation) Approach** - wherein the value of the land, as vacant, is estimated, to which is added the depreciated value of the improvements;
2. **The Sales Comparison Approach** - wherein the appraiser researches the market for sales data considered to be highly comparable and significant to the property under appraisal from which, by comparison of differences, the appraiser arrives at an indicated value conclusion; and
3. **The Income Approach** - wherein the earning power of a property is assessed. The appraiser usually analyzes net operating income expectancy. The appraiser estimates income and expenses after researching and analyzing historical and current income and expenses of the property as compared to competitive properties, and compares actual occupancy characteristics of the subject property with competitive properties. The appraiser then utilizes various capitalization techniques and arrives at an indicated value.

We have reviewed the applicability of all three basic approaches in the analysis of the subject site, and utilized the Sales Comparison Approach, which is the most relevant in the analysis of Vacant Land. The Cost Approach and Income Approach were not considered applicable for this assignment.

## VALUATION ANALYSIS

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### Sales Comparison Approach

#### Introduction

The appraisers have utilized the Sales Comparison Approach to estimate the value of the subject site. The value estimate via the Sales Comparison Approach is defined as the price at which a willing seller would sell, and a willing buyer would buy, neither being under abnormal pressure.

This definition assumes that both buyer and seller are fully informed as to the property and state of the market for that type of property and that the property has been exposed in the open market for a reasonable time.

There has been sufficient land sales activity in the general vicinity of the subject property to employ the Land Sales Comparison Approach. We have identified 6 land sales as comparables in estimating the subject's land value. Others have also been considered but not employed for one reason or another. Further, we have considered several listings in the area but for the most part the listings overpriced and have not received any significant buyer interest.

#### Comparable Land Sales Analysis

Our research concentrated on the triangular area north of NW 138<sup>th</sup> Street, essentially between the Turnpike to the west and I-75 to the east. This area is fairly homogeneous in certain important respects. Most of the area was recently incorporated into Hialeah Gardens and Hialeah. Almost the entire area (everything west of NW 97 Avenue) is zoned for industrial uses or in the master plan for industrial uses.

In total we have included 6 sales from the immediate Hialeah / Hialeah Gardens market area representing a reasonable basis for understanding land value as it pertains to the subject. In selecting these final sales we focused on location and size, attempting to balance the most relevant sample to the subject.

**Comparable Sales Comparison Summary Table**

Sale No.	Location	Grantor/Grantee	Sale Date	Sale Price	Land Area (Sq. Ft.)	Land Area (Acres)	Zoning/ Land Use	OR Bk-Pg	Price/SF Land	Comments
1	SW Corner of NW 175 Street and NW 97 Avenue	Banco Popular North America to Undisclosed	Under Contract	\$13,500,000	5,000,000	114.80	Industrial	NA	\$2.70	Confirmed by Bank to be under contract. When asked if price was \$14,000,000 bank official said a little lower. Broker with knowledge said price was \$13,500,000. Appx. 20% of land area is existing lake. Buyer is a Mexican investor who also has 77 acres on NW 138 and 97 Avenue under contract in the \$6/sf range.
2	NEC of NW 146 Street and NW 112 Avenue	Multiple Real Estate Corporation to Eizy Lopez & Manuel Conde and his wife	Jul-11	\$779,000	435,600	10.00	Industrial	27788-2038	\$1.79	This was a deed in lieu of Foreclosure to satisfy a debt and included given the scarcity of arms length sales.
3	NE Corner of NW 112 Avenue and NW 150 Street	SRD Investments to Libherr Cranes	Feb-12	\$4,630,000	413,384	9.49	Industrial	28005-0344	\$5 to \$6 As if Unfilled	This sale is situated along the Turnpike like the subject but it in close proximity to the Okeechobee Interchange with the Turnpike. Actual price was \$11.20 /sf but after backing out price was in \$5 to 6/sf range. This land is filled to grade.
4	14401 NW 112 Avenue	Blessed 4 Corp.	Under Contract	\$800,000	217,800	5.00	Industrial	NA	\$3.67	This property is under contract for near the listing price but broker could not reveal actual amount. Due to ROW dedications the net land area is more like four acres versus 5. Further, to pay assessments for water, sewer road extensions buyer has to pay \$300,000. Site has partial fill in place. 305-986-1458
5	NS of NW 170 Street, Appx 2000' west of NW 97 Ave	Elizabeth Martinez to The Graham Companies	Aug-10	\$584,100	233,612	5.36	Industrial	27392-1764	\$2.50	This was an internal sale from a Graham Family Member to The Graham Companies in the subject parent tract. Price was based on what the parties believed was fair.
6	NE Corner of NW 138 Street & NW 105 Avenue	Power One Group to Corner Land, LLC	Aug-11	\$1,250,000	473,062	10.86	Industrial	27790-4555	\$2.64	Land has some fill in place. Verification was per the deed. Participants to the transaction did not return calls.

## VALUATION ANALYSIS

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### Adjustment Methodology

Each of the sites in the analysis was compared to the subject property based on major adjustment categories that affect value. For each category we determined whether the sites were comparable, inferior, or superior to the subject.

Adjustments were applied as follows:

- A. **Market Conditions** generally considers the time, which has elapsed from the closing of the prior sale to the current date.
- B. **Zoning**
- C. **Location & Frontage Characteristics**, primarily accounting for accessibility (number of sides /total feet)
- D. **Site Characteristics (fill)**, applied only in those instances where significant differences existed in grade and finish at time of acquisition recognizing the subject site is generally below grade without utilities to the perimeter of the site.
- E. **Size** Generally in real estate the larger the parcel size the lower the price per unit and vice versa.
- F. **Conditions of Sale** considered whether there were any favorable or unfavorable financing and/or acquisition contingencies; none were noted and thus no adjustments were made in this category, except for the deed in lieu transfer we included.

The subject market area north of NW 138 Street between the Turnpike and I-95 has not seen a lot of sales activity since the boom ended in 2008. Prior to the end of the boom the largest sale in the area was for the 304.7 acre Peerless site which sold in 2005. This property sold for \$32,907,800 or \$2.48 per sf. Subsequent to the sale the market continued to climb moderately before reversing. The Peerless Site could likely be developed before the subject property. It is situated on a landfill and will require specialized site and construction methods to an extent. Given its size and offsetting characteristics compared to the subject this sale still serves as a benchmark for the subject parent tract.

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**VALUATION ANALYSIS**

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**Sale # 1** is located in the SWC of NW 175 Street and NW 97 Avenue. As such this property is located immediately south of the subject parent tract. Banco Popular owns the property and has it under contract. Broker with knowledge indicates price is \$13,500,000. We also spoke to a representative of the Bank who acknowledged the site was under contract for a little less than \$14,000,000. About 20% of land area is existing lake. Buyer is a Mexican investor who also has 77 acres on NW 138 and 97 Avenue under contract in the \$6/sf range according to a broker with knowledge. Land appears to have some fill in place although the seller does not have information on this matter. This sale will be adjusted downward for size and slightly downward for location but upward for site condition due to lake. Overall this site sale is similar to slightly superior to the subject.

**Sale # 2** is a 10 acre interior parcel that was not an arm's length sale but included due to lack of sales in general. It represents a deed in lieu of foreclosure to satisfy a debt. The conveyance price was \$1.79 per sf. This sale will be adjusted upward for conditions of sale and downward for location. Overall this site is inferior to the subject primarily based on frontage characteristics compared to the subject. No emphasis was placed on this transaction but it is provided for informational purposes.

**Sale # 3** is located NE Corner of NW 112 Avenue and NW 150 Street. This sale is situated along the Turnpike like the subject but it in close proximity to the Okeechobee Interchange with the Turnpike. Actual price was \$11.20 /sf but after backing out \$5 to \$6/sf in demucking and fill costs effective price was in \$5 to 6/sf range. This land is filled to grade. Overall this site is superior to the subject.

**Sale # 4** is located 14401 NW 112 Avenue. This property is under contract for near the listing price of \$3.67 per sf but broker could not reveal actual amount. Due to ROW dedications the net land area is more like four acres versus 5. Further, to pay assessments for water, sewer road

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**VALUATION ANALYSIS**

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extensions buyer has to pay \$300,000 according to broker. Site has partial fill in place. Overall this site is superior to the subject based on location and size.

**Sale # 5** is an interior parcel that is part of the subject parent tract. This was an internal sale from a Graham Family member to The Graham Companies in the subject parent tract. The price of \$2.50 per sf was based on what the parties believed was fair. Although not entirely an arm's length sale it does provide a good indication of the perceived value of the parent tract as of August 2010. It appears there has been some upward pressure on prices over last 1.5 years so we have adjusted this sale up slightly.

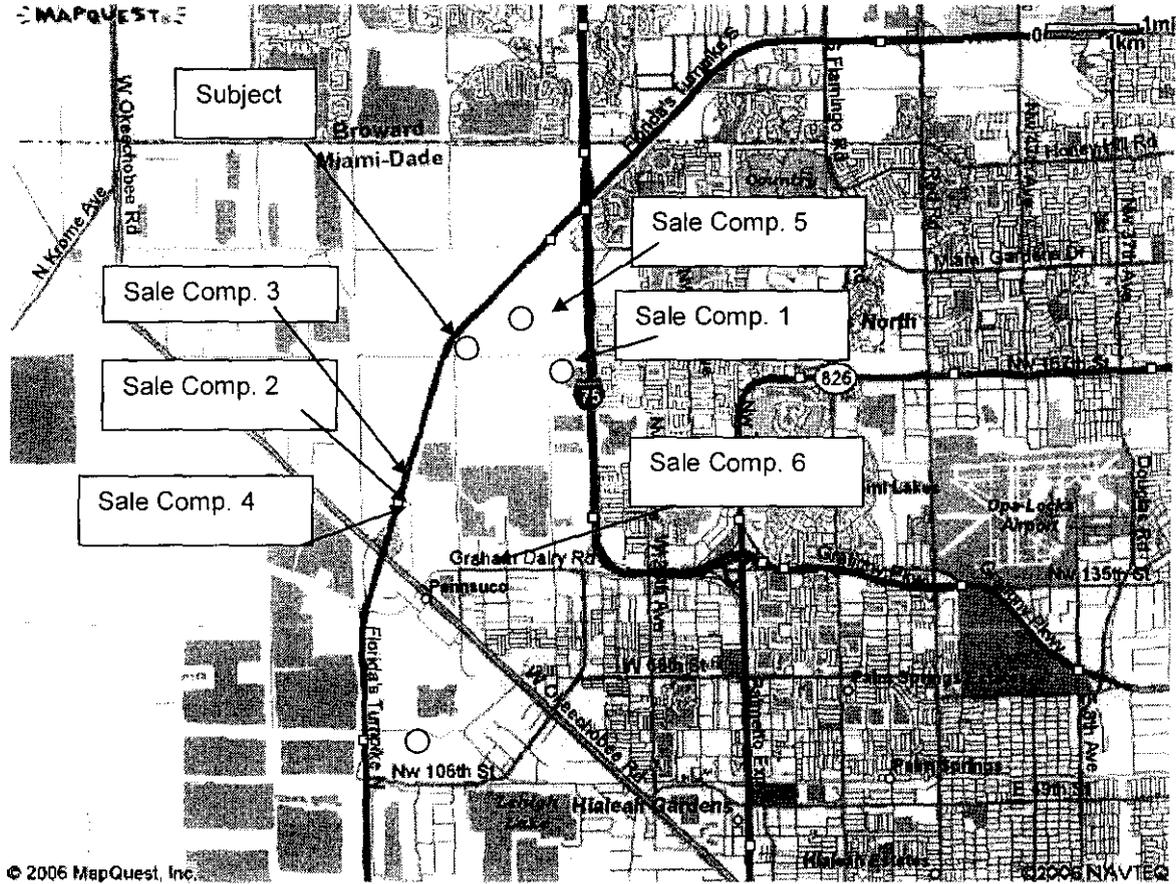
**Sale # 6** is located NE Corner of NW 138 Street & NW 105 Avenue. It has frontage on NW 138 Street and sold for \$2.64 per sf. We tried to confirm the sale with a principal to the transaction but were not able to get a return call. It does not appear a broker was involved. The sale was verified per the deed. Overall this site is superior to the subject.

Prior to any adjustments the 6 value indicators ranged in price from \$1.79 to \$6 per sf with an average of \$3.13 per sf. The adjustment process was applied based on directional adjustments. In my opinion Sale 1(\$2.70/sf) and Sale 5(\$2.50 /sf) approximate the value of the subject property better than the other sales. However, the other sales are generally consistent with Sales 1 and 5 on a price per sf basis. It appears in discussing market activity with brokers that there is some upward pressure on prices. Based on our market research and analysis we conclude the subject parent tract land value to be \$2.75 per sf. Thus, the subject 2.52 acre strip of land is \$300,000RD.

**INDICATED LAND VALUE**  
**VIA THE SALES COMPARISON APPROACH**  
**\$300,000 RD**

VALUATION ANALYSIS

**Comparable Sales Location Map 1**



## VALUATION ANALYSIS

LAND SALES ADJUSTMENT GRID

Sale No.	1	2	3	4	5	6
Sale Price	\$13,500,000	\$779,000	\$4,630,000	\$800,000	\$584,100	\$1,250,000
Size - Acres√	114.8	10	9.49	5	5.36	10.86
Price/SF	\$2.70	\$1.79	\$5 to \$6 As If Unfilled	\$3.67 gross	\$2.50	\$2.64
Real Property Rights	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -
Financing Terms	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -
Type/ Market Conditions	- 0 -	+20%	- 0 -	- 0 -	+5%	- 0 -
Adjusted Price	\$2.70	\$2.15	\$5 to \$6 As If Unfilled	\$3.67 gross	\$2.63	\$2.64
Size	-	--	--	--	=	--
Fill	=/-	=	=	=	=	--
Location/ Frontage	=	-	-	-	=	--
Zoning/Land Use	=	=	=	=	=	=
Adjusted Price/SF	-	--	--	--	=	--

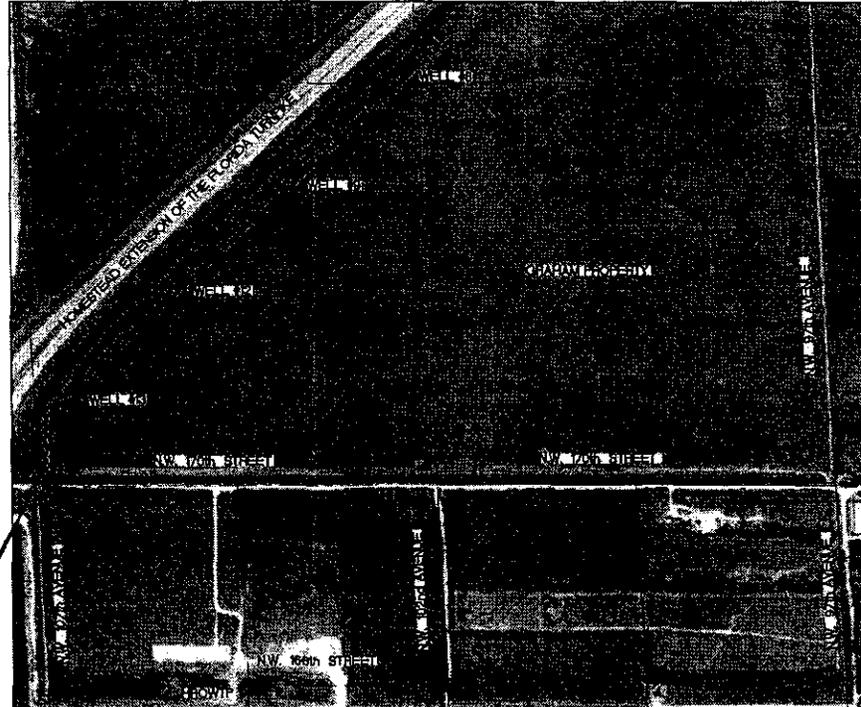
**ADDENDUM**

# PLANS FOR PROPOSED HIALEAH - ROWTP PIPELINES FOR WELLS # 8, 9, 12, 13

## INDEX DRAWINGS

SHEET NUMBER	SHEET TITLE
C-1	COVER SHEET
C-2	GENERAL NOTES, AND MISCELLANEOUS DETAILS
C-3	CULVERT PLAN AND PROFILE AND DETAILS
C-4	KEY MAP
C-5	TYPICAL SECTIONS
C-6	PLAN 24" RAW H.D.P.E. W.M.
C-7	PROFILE 24" RAW H.D.P.E. W.M.
C-8	PLAN AND PROFILE 24" AND 20" RAW H.D.P.E. W.M.
C-9	PLAN AND PROFILE 20" RAW H.D.P.E. W.M.
C-10	PLAN AND PROFILE 20" AND 16" RAW H.D.P.E. W.M.
C-11	PLAN AND PROFILE 16" AND 12" RAW H.D.P.E. W.M.
C-12 AND C-13	PLAN AND PROFILE 12" RAW H.D.P.E. W.M.
C-14	PLAN 12" H.D.P.E. WELL MAINT. LINE
C-15	PROFILE 12" H.D.P.E. WELL MAINT. LINE
C-16 THRU C-21	PLAN AND PROFILE 12" H.D.P.E. WELL MAINT. LINE
C-22	CROSSING PROFILES AT WELL PADS AND LANDSCAPING
C-23 THRU C-26	PLAN AND PROFILE WELL PAD
E-1 THRU E-4	ELECTRICAL PLAN
E-5	ELECTRICAL DIAGRAM
E-6	ELECTRICAL DETAILS
E-7 AND E-8	ELECTRICAL EQUIPMENT SPECIFICATIONS

PROJECT LOCATION



**LOCATION MAP**  
SCALE: 1" = 300'

PREPARED FOR:  
**CITY OF HIALEAH**  
BY:



CONSULTING ENGINEERS EB-0007317

5001 SOUTHWEST 74 COURT SUITE 201  
MIAMI, FLORIDA 33155-4453  
TEL. 305-662-8887 FAX 305-662-8858  
WWW.SRS-CORP.COM

OLIVERIO SANCHEZ  
REGISTERED ENGINEER No. 44771  
STATE OF FLORIDA

MAYOR  
**CARLOS HERNANDEZ**

COUNCIL PRESIDENT  
**EBB GARCIA-MARTINEZ**

COUNCIL VICE PRESIDENT  
**LUIS E. GONZALEZ**

COUNCIL MEMBERS  
**JOSE F. CARACOL**  
**YMAN CASALS-MUNOZ**  
**KATHARINE E. CUE**  
**LUIS YEDRA**  
**PAUL B. HERNANDEZ**

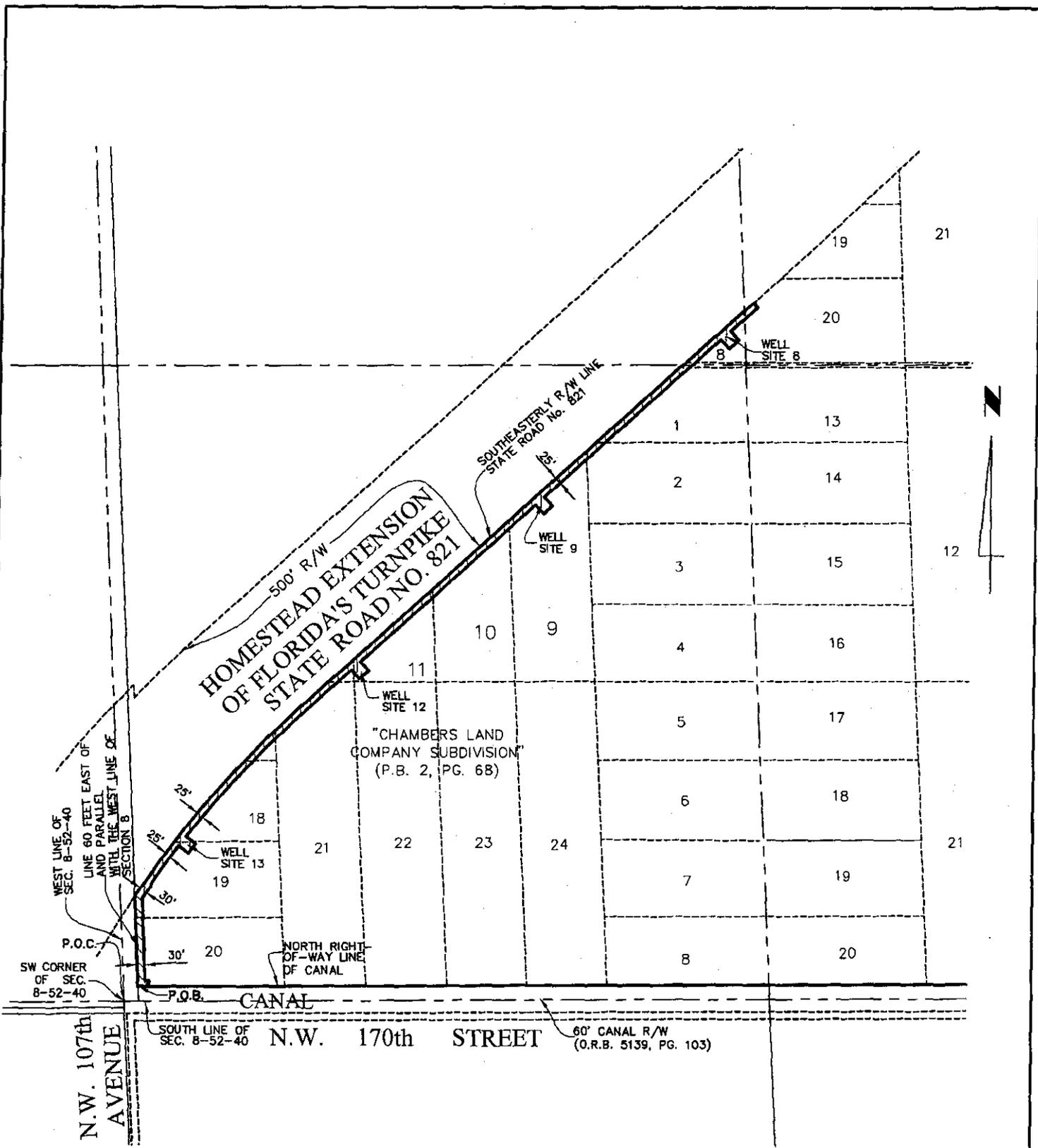
DEPARTMENT OF  
WATER AND BEVERAGES

DIRECTOR  
**ARMANDO VIDAL PE.**

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



DATE: 04-2012 SHEET: C-1



NOTICE:  
 Not full and complete without Pages 2 thru 5  
 Page 1 of 5

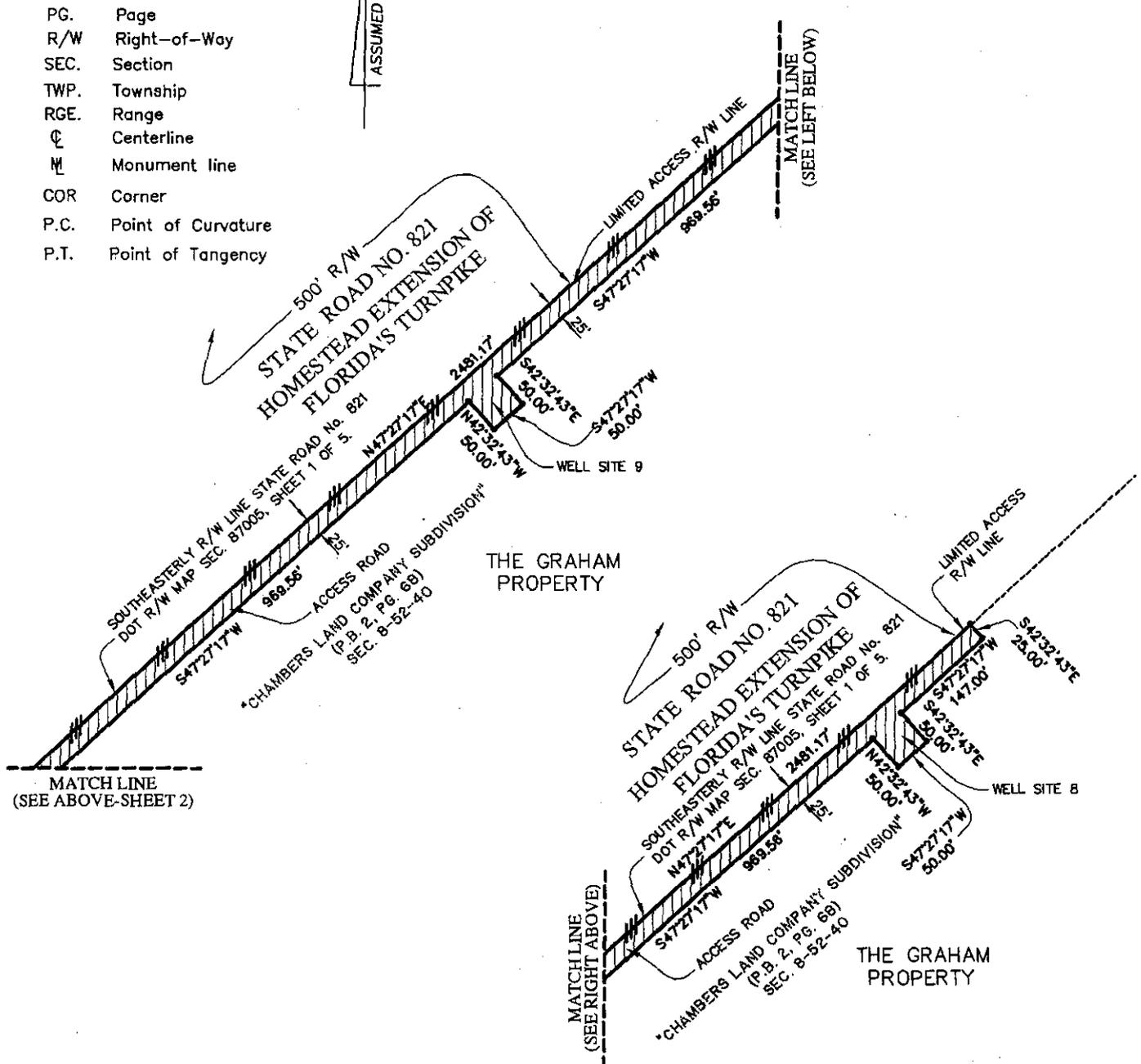
**EXHIBIT**  
**LOCATION SKETCH**  
 NOT TO SCALE  
 -THIS IS NOT A SURVEY-

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



# LEGEND

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



**NOTICE:**  
 Not full and complete without Pages 1, 2, 4 & 5  
 Page 3 of 5

## EXHIBIT SKETCH



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

-THIS IS NOT A SURVEY-

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

**LEGAL DESCRIPTION OF WELL SITES AND ACCESS ROAD :**

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

Commence at the Southwest corner of Section 8, Township 52 South, Range 40 East; thence N89°41'47"E, along the South line of said Section 8 for a distance of 60.05 feet; thence N02°37'46"W, for a distance of 60.06 feet to a point on the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, also being the Point of Beginning; thence continue N02°37'46"W, along a line 60 feet East of and parallel with the West line of said Section 8, for a distance of 373.43 feet to intersect with a non tangent circular curve concave southeasterly, also being the Southeasterly right-of-way line of State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S56°19'50"E; thence along said circular curve, having for its elements a radius of 4365.66 feet, a central angle of 13°47'07" and an arc distance of 1050.37 feet to a Point of Tangency; thence N47°27'17"E, along said Southeasterly right-of-way line of the State Road No. 821 for a distance of 2481.17 feet; thence S42°32'43"E for a distance of 25.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 147.00 feet; thence S42°32'43"E for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W along a line 25 feet Southeasterly of and parallel with the aforesaid Southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 969.56 feet; thence S42°32'43"E, for a distance of 50.00 feet; thence S47°27'17"W, for a distance of 50.00 feet; thence N42°32'43"W, for a distance of 50.00 feet; thence S47°27'17"W, along a line 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, for a distance of 245.05 feet to a point of curvature of a circular curve concave southeasterly; thence along said circular curve 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, having for its elements a radius of 4340.66 feet, a central angle of 9°28'51" and an arc distance of 718.25 feet; thence S51°53'44"E, for a distance of 50.00 feet; thence S37°38'14"W, for a distance of 50.00 feet; thence N51°53'44"W, for a distance of 50.00 feet to a point of a non tangent circular curve concave southeasterly and 25 feet Southeasterly of and parallel with the aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S52°41'10"E; thence along said circular curve, having for its elements a radius of 4340.66 feet, a central angle of 2°27'36" and an arc distance of 186.37 feet; thence S23°22'18"W, for a distance of 25.48 feet to a point of a non tangent circular curve concave southeasterly and 30 feet Southeasterly of and parallel with aforesaid southeasterly right-of-way line of the State Road No. 821, Homestead Extension of Florida's Turnpike, at which point the radial bears S55°28'34"E; thence along said circular curve, having for its elements a radius of 4335.66 feet, a central angle of 0°43'29" and an arc distance of 54.84 feet; thence S02°37'46"E, along a line 90 feet East of and parallel with the west line of Section 8, for a distance of 339.77 feet; thence N89°41'48"E, for a distance of 15.01 feet; thence S02°37'46"E, for a distance of 25.02 feet; thence S89°41'48"W, along the North line of 60 feet Canal right-of-way recorded in O.R.B. 5139, Page 103, for a distance of 45.04 feet to the Point of Beginning.

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

**NOTICE:**

Not full and complete without Pages 1, 2, 3 & 5  
Page 4 of 5

**EXHIBIT  
LEGAL DESCRIPTION**

-THIS IS NOT A SURVEY-

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

**SOURCES OF DATA:**

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

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

**CLIENT INFORMATION:**

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

CITY OF HIALEAH

**LIMITATIONS:**

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

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

**SURVEYOR'S CERTIFICATE:**

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

**J. BONFILL & ASSOCIATES, INC.**

Florida Certificate of Authorization Number LB3398  
7100 Southwest 99th Avenue, Suite 104  
Miami, Florida 33173 Phone: 305.598.8383

By:  \_\_\_\_\_

**Juan J. Bonfill, P.L.S.**

Professional Land Surveyor No. 3179  
State of Florida  
May 8th, 2012

Project: 11-0141

Job: 12-0121 Well Site & Access Road

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

**NOTICE:**

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

Page 5 of 5

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

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

## **STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**

It is assumed that the title to the properties is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value estimate is given without regard to any questions of title, boundaries, or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

Dabby Group assumes no liability for matters legal in nature. The legal description, as included herein, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. Improvements in the area appear to be structurally sound. It is therefore assumed that soil and subsoil conditions are stable unless specifically outlined in this report. It is further assumed that there are no hidden conditions relating to topography, subsoil, drainage and/or structures, which would render it more or less valuable.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Any drawings are not intended to be exact in size, scale, or detail.

Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume them to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies, which may become evident from a licensed survey of the property.

Dabby Groups value estimate(s) involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

Market Value (as defined) as expressed in the report(s) is representative of the current purchasing power of the U.S. Dollar.

The estimate of Market Value applies only to the date specified in the report(s). Market Value of real estate is affected by many related and unrelated economic conditions, local and national, which might necessarily affect the future or prospective Market Value of the properties under appraisal. Dabby Group, therefore, assumes no liability for an unforeseen precipitous change in the economy.

**STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**  
(continued)

All opinions, as to values stated, are presented as our considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events.

Dabby Group realizes some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in Dabby Group report.

It is assumed that the properties are owned in accordance with lawful uses, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas, or data obtained from others is believed correct; however, no guarantee is made.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested, but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition, no deposit of toxic wastes, unless specifically mentioned herein, have been considered. DABBY GROUP is not qualified to detect such substances and suggests the client seek an expert opinion, if desired.

In addition, if the client has any concern regarding the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client before relying upon this appraisal.

## **STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**

(continued)

In the analysis of the properties under appraisal, if the analysis relates to a smaller geographical portion of a larger tract, conclusions reached relate only to that specific geographical portion as set forth in the legal description. Value conclusions shall not be applied with equal validity to any other portions of a larger tract, and may not be attributable to any remainder of a larger tract. In essence, the sum of the parts may not equal the whole.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

In those appraisals that were made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

It is assumed that the construction and use of the properties under appraisal, as improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations. An environmental survey report by a qualified engineering firm is suggested. DABBY GROUP assumes that such report would render a satisfactory opinion.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the estimates and opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream has been predicated upon a cash or cash equivalency as to terms relating to financing conditions as specified herein. Financing terms and conditions other than those indicated may alter the final value conclusion(s).

Expenses shown in the Income Approach, as applicable, are estimates only, and are based on past operating history, as made available, and/or supportable extracted from market norms. Projected expenses were based upon general and typical industry norms over a reasonable time period.

In arriving at the value set forth in this appraisal, no consideration has been given to the effect of state, local or federal income and gains taxes, or of occupancy, hotel,

**STANDARD ASSUMPTIONS AND LIMITING CONDITIONS**  
**(continued)**

capital levy, gift, estate, succession, inheritance, or similar taxes, which may be imposed upon any owner, lessee, or mortgagee, by reason of any sale, conveyance, transfer, leasing, hypothecation, mortgage, pledge or other disposition of the appraised property.

The appraisal report(s) was not prepared in conjunction with a request for a specific value or a value within a given range or predicated upon loan approval.

DABBY GROUP and its professional staff's liability is limited only to the client, and use of this report by third parties shall be solely at the risk of the third parties.

Applicable signatories of the appraisal report(s) is/are members of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, DABBY GROUP requests that it be advised as to the distribution of the report(s).

Therefore, except as hereinafter provided, the party for whom these appraisal report(s) was prepared may distribute copies of the appraisal report(s), in its entirety, to such third parties as may be selected by the party for whom the report was prepared. Select portions of the appraisal report(s), however, shall not be given to third parties without prior written consent of the signatories of the appraisal report(s). Further, neither all nor any part of the appraisal report(s) or supported material and attachments shall be disseminated to the general public or by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of DABBY GROUP or the signatories of the appraisal report(s). This restriction also applies particularly as to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute or to the MAI designation.

Members of DABBY GROUP's professional appraisal staff will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made thereto. The Bylaws and Regulations and Standard of Professional Practice of the Appraisal Institute also govern disclosure of the contents of the appraisal report(s).

**QUALIFICATIONS**  
**DAVID M. DABBY, J.D., MAI**

**EMPLOYMENT:**     **2001-2011**  
President, Dabby Group Advisors and Dabby Group Valuations

1978-2000  
Appraisal and Real Estate Economics Associates, Inc.  
Market Research/ Commercial Division Director

**EXPERIENCE:**     Conducts Market Demand, Marketability, Financial Feasibility, Appraisal, Appraisal Review and Counseling assignments on all types of real property developments for major U.S. lenders, developers and investors. Experienced as expert witness in complex real estate litigation cases and is recognized as an expert in Circuit Courts and Federal Bankruptcy Courts.

Estimates and forecasts real estate feasibility for all major types of income producing and sell-out type of developments. Experienced in all phases of development including acquisition, construction, equity financing and debt financing.

Acts as owner or tenant representative in income property lease negotiations. Acts as owner's representative in rezoning property to its Highest & Best Use. Has acted as arbitrator in real estate dispute resolution.

Represents clients in selective acquisitions and dispositions of real estate holdings. Received the "Deal of the Year" Award from the Greater Miami Commercial Realtors Association in 2001 for highest dollar volume category. Nominated for Deal of Year in 2007 from Miami Daily Business Review.

Editor of The AREEA Report For South Florida (1980-00) Authored weekly Real Estate Column for Ft. Lauderdale News & Sun Sentinel from 1991-96. Authored real estate columns for the South Florida Business Journal (2000-2005); Authored real estate columns for the Miami Herald (2005-2008)

Spoken before numerous trade and professional groups and quoted widely in various news media including The Wall Street Journal, The Miami Herald, Business Week, The New York Times, Florida Trend and The Boston Globe. Has been interviewed by local television/radio media as well as CNN (Cable News Network) and CNBC, CBS4 and ABC10.

**QUALIFICATIONS**  
**DAVID M. DABBY, J.D., MAI**  
(Continued)

**EDUCATION:**

**Bachelor of Arts Degree:** Major - Political Science  
University of Florida, Gainesville, FL - 1977

**Juris Doctor Degree**

Nova University Law School, Ft. Lauderdale, FL - 1985

(Admitted to Florida Bar 1985)Honors:

Dean's List – 1984, Leo Goodwin Scholarship Recipient - 1984/1985

Law Clerk 1984/1985, Book Award(s) - Civil and Criminal Asset Forfeiture;  
Money Laundering and the Bank Secrecy Act

**Florida International University** - Completed with honors graduate level coursework in real estate valuation, finance, investment analysis, and advanced investment analysis.

**Real Estate Graduate Courses attended and successfully passed at FIU:**

REE 4100 - Real Estate Valuation

REE 4313 - Real Estate Feasibility Analysis

REE 4204 - Real Estate Finance

REE 4200 - Real Estate Advanced Investment Analysis

**Appraisal Institute Courses and/or exams successfully completed or passed:**

Course 2-2 -Report Writing and Valuation Analysis

Course 1A1 -Real Estate Appraisal Principles

Course 1A2 -Basic Valuation Procedures

Course 1BA -Capitalization Theory and Techniques, Part A

Course 1BB -Capitalization Theory and Techniques, Part B

Course 2-1 -Case Studies in Real Estate Valuation

Course SPP -Standards of Professional Practice

Course DRW -Demonstration Report Writing

**LICENSES:**

Member of the Florida Bar #518689

State of Florida Real Estate Broker; Lic. #0147231

State of Florida State Certified General Appraiser; Lic. #RZ0000948

**MEMBERSHIPS:**

Appraisal Institute - MAI Designation

Jerome Bain Real Estate Institute (FIU) Board Member

Former American Society of Appraisers (ASA Designation)