Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

Agenda Item No. 8(R)(1)(F)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Acquisition of approximately 29.80 acres of vacant land from the Florida Tree Farms, Inc., for $3,367,400 located on the north side of SW 240 Street and approximately 250 feet west of 97 Avenue for the purpose of constructing the South Dade Water Reclamation Facility

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached contract for Sale and Purchase and Addendum to acquire approximately 29.80 acres of vacant land located on the north side of SW 240 Street, approximately 250 feet west of SW 97 Avenue for $3,367,400 from Florida Tree Farms, Inc., a Florida Corporation, for the purpose of constructing the South Dade Water Reclamation Facility. This item was prepared by the Miami-Dade Water and Sewer Department (WASD).

OWNER:	Ernest Valdes, President, Florida Tree Farms Inc., a Florida Corporation
TAX FOLIO NUMBERS:	30-6020-000-0014 and 30-6020-000-0015
SIZE:	Approximately 29.80-acres of vacant land according to the survey dated July 22, 2008 and attached hereto as Exhibit A.
LOCATION:	North Side of SW 240 Street and approximately 250 feet west of SW 97 Avenue.
COMMISSION DISTRICT:	8
COMMISSION DISTRICT IMPACTED:	Countywide
ZONING:	The property is zoned as Agricultural District. It is located within the Urban Expansion Area Boundary for 2015, consequently, a Governmental Facilities hearing by the County is required pursuant to Section 33-303 of the Miami-Dade County Code. The Governmental Facilities Hearing requesting approval of the proposed facility will be presented to the Board simultaneously with this item requesting approval of the Contract for Sale and Purchase.
ENVIRONMENTAL:	An environmental site assessment has been prepared by the Department of Environmental Resources Management (DERM) and no evidence of contamination or violations are cited in the report.

TAXES: The gross amount of real estate taxes for the year 2007 are $975.00 for folio number 30-6020-000-0014 and $975.00 for folio number 30-6020-000-0015. An agricultural exemption was applied to the ad valorem property taxes.

TRACK RECORD: The County has no record of negative contract performance issues with Florida Tree Farms, Inc., a Florida Corporation.

PURCHASE PRICE: After extended negotiations the property owner agreed to sell the property for $3,367,400 equal to $113,000 per acre, based on 29.80 net acres of vacant land. As a condition of the Contract for Sale and Purchase, the purchase price was adjusted according to the net acreage as determined by the final survey.

APPRAISED VALUE: The property was appraised by two State-Certified Appraisers hired by the County. One appraiser valued the property at $3,000,000, which is equal to $102,739.72 per acre, the other appraiser valued the property at $3,358,000, which is equal to $115,000 per acre. The dates of valuation are June 12, 2008 and June 13, 2008, respectively. At the time of valuation, a survey was not available to provide to the appraisers, therefore, the estimated market value was based on 29.2 acres of vacant land that was obtained from the Property Appraiser's website. A current survey dated July 22, 2008, provided by the Seller, indicates the property size as 29.80 net acres. The final purchase price was determined by the 29.80 acres at $113,000 per acre.

BACKGROUND: On November 15, 2007, the South Florida Water Management District (SFWMD) issued a 20-Year Water Use Permit to WASD. The permit requires WASD to develop and implement a number of alternative water supply projects. Among these projects is a requirement that WASD design, construct and operate a 23 million gallon per day water reclamation facility to recharge the Biscayne Aquifer by December 23, 2013.

WASD retained the firm of Camp Dresser McKee Inc. to design the water reclamation facility. CDM evaluated several sites in the vicinity of the South District Wastewater Treatment Plant (SDWWTP) and concluded that this property was the most suitable for the proposed South Dade Water Reclamation Facility Project.

Surrounding land uses to the proposed South Dade Water Reclamation Facility site consists of vacant lands to the north, south, and east and a privately owned and operated recycling facility to the west. In close proximity to the site is the County-owned SDWWTP, which is located approximately 250 feet east, across SW 97 Avenue and the South Dade Landfill, which is located immediately south of the SDWWTP. The Contract

for Sale and Purchase signed by the Seller includes an addendum that provides for the Seller's extended possession of the property for a period of one year for the purpose of removing trees and marl soil (muck) at the Seller's own cost.

JUSTIFICATION: This project is a requirement of the 20-Year Water Use Permit issued by the South Florida Water Management District. The proposed facility will provide advanced treatment consisting of membrane filtration, reverse osmosis, and ultra violet/advanced oxidation disinfection. The proposed acquisition site is the most suitable location for the facility and essential for the completion of the project.

FUNDING SOURCES: The South Dade Water Reclamation Facility is to be funded through Sewer Construction Plant Expansion Funds and WASD Revenue Bonds. The total project costs including land acquisition, design and construction of the plant and associated pipelines is estimated to be $361 million.

MONITOR: Liliana Rainey-Lacau

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute a Contract for Sale and Purchase and take all actions necessary to accomplish the purchase of the property.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 20, 2008

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

SUBJECT: Agenda Item No. 8(R)(1)(F)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(F)
11-20-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE AND ADDENDUM, IN THE AMOUNT OF $3,367,400 BETWEEN FLORIDA TREE FARMS, INC., A FLORIDA CORPORATION, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 29.80-ACRES OF VACANT LAND LOCATED ON THE NORTH SIDE OF S.W. 240 STREET AND APPROXIMATELY 250 FEET WEST OF 97 AVENUE FOR THE PURPOSE OF CONSTRUCTING THE SOUTH DADE WATER RECLAMATION FACILITY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Contract for Sale and Purchase and Addendum, in the amount of $3,367,400 between Florida Tree Farms, Inc. a Florida Corporation as Seller, and Miami-Dade County as Buyer, of approximately 29.80-acres of vacant land located on the north side of S.W. 240 Street and approximately 250 feet west of S.W. 97 Avenue, for the purpose of constructing the South Dade Water Reclamation Facility; and authorizing the County Mayor or the County Mayor's designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

CONTRACT FOR SALE AND PURCHASE

Folio Nos: 30-6020-000-0014 and 30-6020-000-0015

This Contract for Sale and Purchase is entered into as of the 2 day of June, 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Florida Tree Farms, Inc., a Florida corporation, whose address is 11200 S.W. 304th Street, Homestead, Florida 33033, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibits A and B, hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any. $3,367,400.00 equal to $113,000.00 per acre.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of $ ~~3,000,000.00~~ $3,390,000.00 (Three Million and 00/100 Dollars) (the" Purchase Price"), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller.

Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyer's sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct a review of the environmental site assessment as required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing or is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. SURVEY. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy.

The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any, and all revenue, if any, shall be prorated to the day prior to closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within forty-five (45) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and

causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent

15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Property to the Buyer at closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but

shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer:

Liliana M. Rainey-Lacau
Miami-Dade County – Water and Sewer Department
Real Estate Coordinator
3575 S. LeJeune Road
Miami, Florida 33146

as to Seller:

Ernest Valdes
Florida Tree Farms, Inc.
11200 S.W. 304th Street
Homestead, Florida 33033

(1

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

BUYER:
MIAMI-DADE COUNTY

By: _____
County Mayor

Date: _____

Witness
Liliana M. Raiwey-Lacau
Print

Witness
Lissette Hernandez
Print

SELLER:
Florida Tree Farms, Inc.

By: _____
Ernest Valdes, President
Date: 02 June 08

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

The foregoing was accepted and approved on the _____ day of _____, ____, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 2 day of June, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Ernest Valdes personally known to me, or proven, by producing the following identification: DL V432-200-70-165-0 to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami Dade in the County and State aforesaid, on this, the 2 day of June, 2008.

Liliana M Rainey-Lacau (SEAL)
Notary Public

LILIANA M. RAINEY-LACA
Print Name
Notary Public, State of Florida
My Commission expires April 10, 2012

NOTARY SEAL / STAMP

LILIANA M. RAINEY-LACAU
MY COMMISSION # DD770572
EXPIRES April 10, 2012
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

Legal Description

Folio No.: 30-6020-000-0014

The East ½ of the West ¾ of the Southeast ¼ of the Northeast ¼, Section 20, Township 56 South, Range 40 East, less the South 35 feet thereof, lying and being in Miami-Dade County, Florida.

EXHIBIT "B"

Legal Description

Folio No.: 30-6020-000-0015

The West ½ of the West ¾ of the Southeast ¼ of the Northeast ¼ , Section 20, Township 56 South, Range 40 East, less the South 35 feet thereof, lying and being in Miami-Dade County, Florida.

LEGEND AND ABBREVIATIONS.

A = ARC DISTANCE (LENGTH DISTANCE)
A/C = AIR CONDITIONER PAD
A.E. = ANCHOR EASEMENT
ASPH. = ASPHALT
BLDG. = BUILDING
B.M. = BENCH MARK
(C) = CALCULATED DIMENSION
C/S= CONCRETE SLAB
C.B.S. = CONCRETE BLOCK STRUCTURE
C.B.S.W. = CONCRETE BLOCK STRUCTURE WALL
C/W = CONCRETE WALK
CH = CHORD DISTANCE
CL. = CLEAR
CH. BRG. = CHORD BEARING
℄ = CENTER LINE
C.M.E. = CANAL MAINTENANCE EASEMENT
CONC. = CONCRETE
C.S. = CONCRETE SLAB
Δ = CENTRAL ANGLE. (DELTA)
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
DIST. = DISTANCE
DR. = DRIVE
E.O.W = EDGE OF WATER
X 0.00' = DENOTES ELEVATIONS
ENCR. = ENCROACHED
E.T.P. = ELECTRIC TRANSFORMER
F.D.H. = FOUND DRILL HOLE
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON REBAR
F.N. = FOUND NAIL
IN. & EG. E. = INGRESS & EGRESS EASEMENT
L.B. = LICENSED BUSINESS
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MEASURED DIMENSION
ℳ = MONUMENT LINE
MON. = MONUMENT
☼ LIGHT POLE
F.F.E. = FINISHED FLOOR ELEVATION
F.H. = FIRE HYDRANT
C.B. = CATCH BASIN
U.P. = UTILITY POLE
(B.O.B.)= BASIS OF BEARINGS)

N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
No. OR # = NUMBER
O.S.W. = OVERHEAD SERVICE WIRE
R.O.H. = ROOF OVER HANG
O/S = OFFSET
O/L = ON LINE
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
PG. = PAGE
P.C.C. = POINT OF COMPOUND CURVE
P.C.P. = PERMANENT CONTROL POINT
PLT. = PLANTER
P.S.M = PROFESSIONAL SURVEYOR & MAPPER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVE
P.R.M. = PERMANENT REFERENCE MONUMENT
PROP. COR. = PROPERTY CORNER
P.T. = POINT OF TANGENCY
PVMT. = PAVEMENT
PKWY. = PARKWAY
R = RADIUS
(R) = RECORDED DIMENSION
RAD. = RADIAL
RD. = ROAD
RGE. = RANGE.
R.P. = RADIUS POINT
R.R. = RAIL ROAD
R/W = RIGHT OF WAY
SEC. = SECTION
S.I.R. = SET IRON REBAR WITH CAP PSM #6029
ST. = STREET
SCR.=SCREENED AREA
SWK. = SIDEWALK
T = TANGENT
TWP. = TOWNSHIP
U.E. = UTILITY EASEMENT
W.M. = WATER METER
♿ HANDICAP
C.L.F. = CHAIN LINK FENCE —x—x—
W.F.= WOOD FENCE —//—//—
Ⓦ W.V. = WATER VALVE
Ⓢ M.H. = SANITARY MANHOLE

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2.

15278 SW 39th TERRACE,
MIAMI, FLORIDA 33185

JULIO E. PEREZ, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER

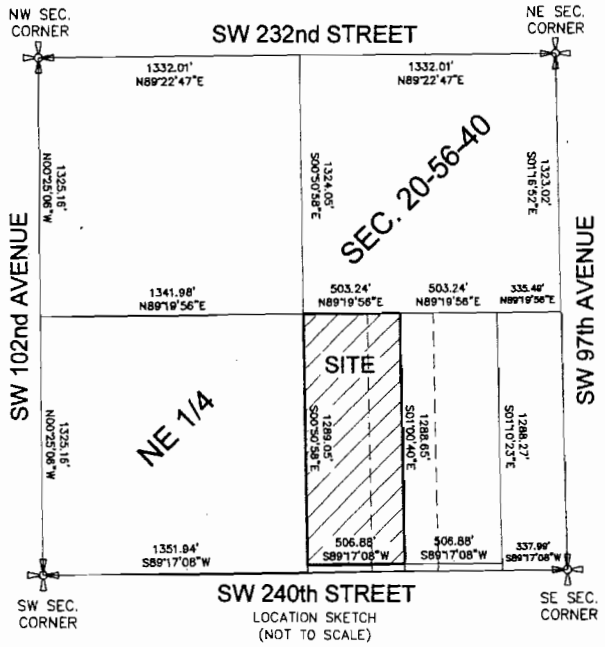
PHONE. (305) 485-1758.
FAX. (305) 485-3505

LEGAL DESCRIPTION: PROVIDED BY CLIENT

THE WEST 1/2 OF THE WEST 3/4 OF THE SE 1/4 OF THE NE 1/4 LESS THE SOUTH 35 FEET FOR RIGHT OF WAY PURPOSES, IN SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD, UNDERGROUND ENCROACHMENTS IF ANY, NOT LOCATED.

PROPERTY ADDRESS: VACANT LAND, FOLIO No. 30-6020-000-0015



LOCATION SKETCH
(NOT TO SCALE)

EXHIBIT A

THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

CERTIFIED TO:
MIAMI-DADE COUNTY
NATIONAL TITLE INSURANCE COMPANY

ORDER No. 02-163
SURVEY DATE: MAY 08, 2002

REVISION NOTES:	FLOOD INFORMATION:	
RECERTIFIED JULY, 22 2008	FIRM ZONE ---	ELEVATION ---
	COMMUNITY No. ---	PANEL No. ---
	SUFFIX ---	REVISED ON ---

BY: Julio E. Perez

JULIO E. PEREZ, P.S.M. # 6029
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

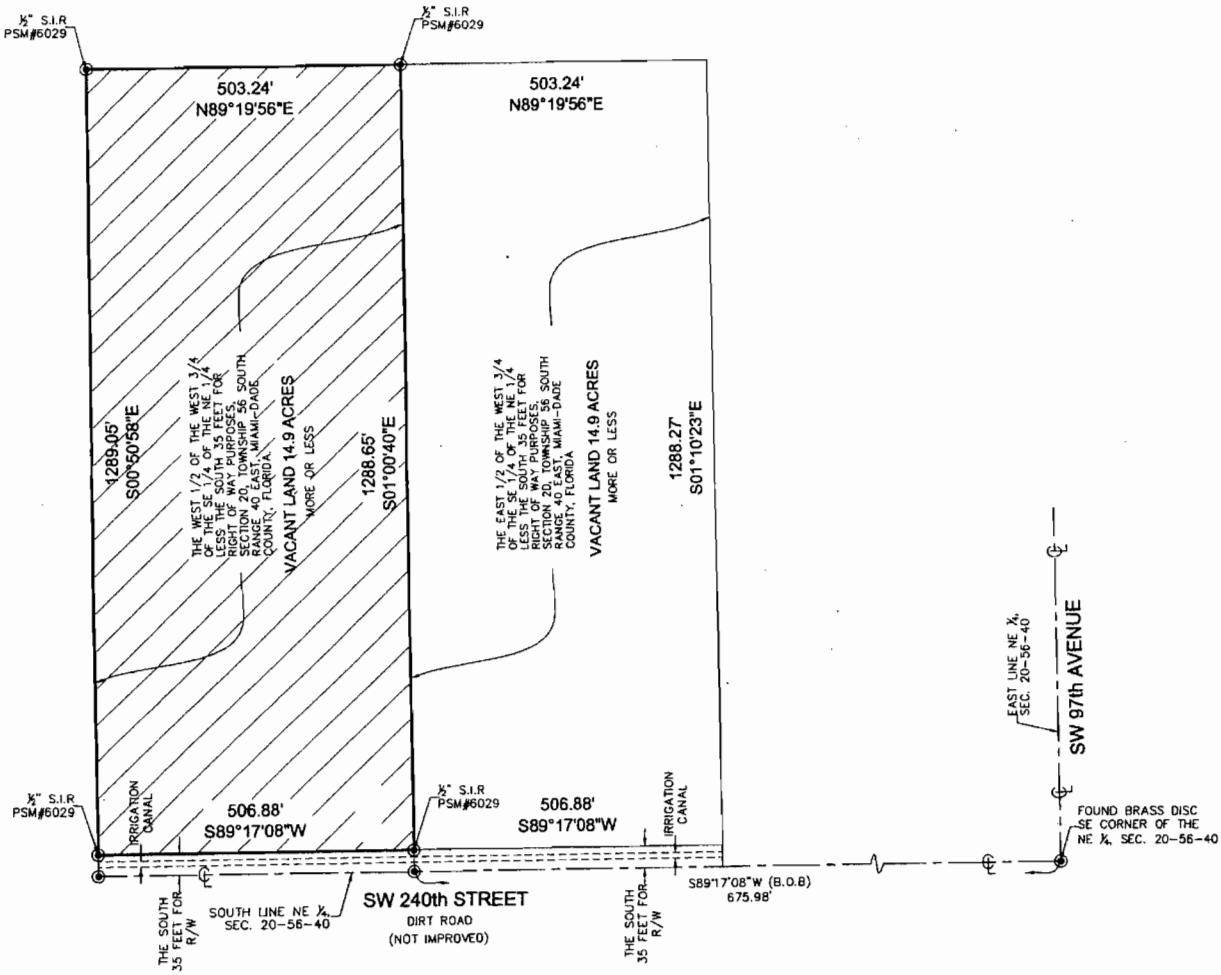
SEAL

DATE: JULY 22, 2008

6

MAP OF RECORD SURVEY

SCALE 1"= 200'



SURVEYOR'S NOTES

1) THIS SKETCH REFLECTS ALL EASEMENT AND RIGHT OF WAY AS SHOWN ON THE REFERENCED PLAT. 2) UNDERGROUND PHYSICAL UTILITIES, STRUCTURES AND/OR FOUNDATIONS NOT LOCATED OR SHOWN. 3) THE ENCROACHMENTS REFLECTED IN THIS SURVEY ARE BASED ON A VISUAL OBSERVATION IN THE FIELD AND ARE SUBJECT TO CHANGE BY A WRITTEN TESTIMONY OR ANY RECORDED OR NON RECORDED DOCUMENT PROVIDED. 4) ELEVATIONS SHOWN HEREON (IF APPLICABLE) REFER TO N.G.V.D. 1929. 5) A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY, THEREFORE, THERE MAY BE RESTRICTIONS ON THIS PARCEL THAT ARE NOT SHOWN AND MAY BE FOUND IN THE PUBLIC RECORDS OF THE ABOVE INDICATED COUNTY. 6) THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP IN ANY MANNER. 7) IT IS A VIOLATION OF RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF THE SURVEYOR. 8) NO APPRAISAL SHOULD BE MADE BASED ON THE SURVEY INFORMATION.
9) THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY. THIS SURVEY WAS MADE FOR TITLE INSURANCE PURPOSE ONLY, AND WAS BASED ON THE MONUMENTS FOUND IN THE FIELD. 10) ACCEPTANCE OF THIS SURVEY SKETCH AND THE INFORMATION CONTAINED, HEREBY LIMITS THE UNDERSIGNED LIABILITY TO THE SURVEY FEE CHARGED. FOR ADDITIONAL LIABILITY A FEE OF 1% OF THE LIABILITY AMOUNT REQUESTED SHALL BE PAID PRIOR TO THE ACCEPTANCE AND USE OF THIS SURVEY. 11) THE RELATIVE CLOSURE IN THE FIELD MEASURED BOUNDARY IS BETTER THAN: 1 FOOT IN 7,500 FEET; LINEAR (SUBURBAN).
12) NO WALLS OR CONSTRUCTION IN ANY MANNER SHOULD BE MADE WITH THIS SURVEY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SURVEYOR.

15278 SW 39th TERRACE,
MIAMI, FLORIDA 33185

JULIO E. PEREZ, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE No LS- 6029 STATE OF FLORIDA.

PHONE. (305) 485-1758
FAX. (305) 485-3505

ORDER NO. 02-163
DATE OF SURVEY: MAY 08, 2002
SHEET 2 OF 2
NOT VALID WITHOUT SHEET 1 OF 2.

LEGEND AND ABBREVIATIONS.

A = ARC DISTANCE (LENGTH DISTANCE)
A/C = AIR CONDITIONER PAD
A.E. = ANCHOR EASEMENT
ASPH. = ASPHALT
BLDG. = BUILDING
B.M. = BENCH MARK
(C) = CALCULATED DIMENSION
C/S= CONCRETE SLAB
C.B.S. = CONCRETE BLOCK STRUCTURE
C.B.S.W. = CONCRETE BLOCK STRUCTURE WALL
C/W = CONCRETE WALK
CH = CHORD DISTANCE
CL. = CLEAR
CH. BRG. = CHORD BEARING
℄ = CENTER LINE
C.M.E. = CANAL MAINTENANCE EASEMENT
CONC. = CONCRETE
C.S. = CONCRETE SLAB
Δ = CENTRAL ANGLE. (DELTA)
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
DIST. = DISTANCE
DR. = DRIVE
E.O.W = EDGE OF WATER
X 0.00' = DENOTES ELEVATIONS
ENCR. = ENCROACHED
E.T.P. = ELECTRIC TRANSFORMER
F.D.H. = FOUND DRILL HOLE
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON REBAR
F.N. = FOUND NAIL
IN. & EG. E. = INGRESS & EGRESS EASEMENT
L.B. = LICENSED BUSINESS
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MEASURED DIMENSION
M = MONUMENT LINE
MON. = MONUMENT
LIGHT POLE
F.F.E. = FINISHED FLOOR ELEVATION
F.H. = FIRE HYDRANT
C.B. = CATCH BASIN
U.P. = UTILITY POLE
(B.O.B.)= BASIS OF BEARINGS)

N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
No. OR # = NUMBER
O.S.W. = OVERHEAD SERVICE WIRE
R.O.H. = ROOF OVER HANG
O/S = OFFSET
O/L = ON LINE
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
PG. = PAGE
P.C.C. = POINT OF COMPOUND CURVE
P.C.P. = PERMANENT CONTROL POINT
PLT. = PLANTER
P.S.M = PROFESSIONAL SURVEYOR & MAPPER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVE
P.R.M. = PERMANENT REFERENCE MONUMENT
PROP. COR. = PROPERTY CORNER
P.T. = POINT OF TANGENCY
PVMT. = PAVEMENT
PKWY. = PARKWAY
R = RADIUS
(R) = RECORDED DIMENSION
RAD. = RADIAL
RD. = ROAD
RGE. = RANGE.
R.P. = RADIUS POINT
R.R. = RAIL ROAD
R/W = RIGHT OF WAY
SEC. = SECTION
S.I.R. = SET IRON REBAR WITH CAP PSM #6029
ST. = STREET
SCR.=SCREENED AREA
SWK. = SIDEWALK
T = TANGENT
TWP. = TOWNSHIP
U.E. = UTILITY EASEMENT
W.M. = WATER METER
HANDICAP
C.L.F. = CHAIN LINK FENCE —x—x—
W.F.= WOOD FENCE —//—//—
W.V. = WATER VALVE
M.H. = SANITARY MANHOLE

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2.

15278 SW 39th TERRACE,
MIAMI, FLORIDA 33185

JULIO E. PEREZ, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER

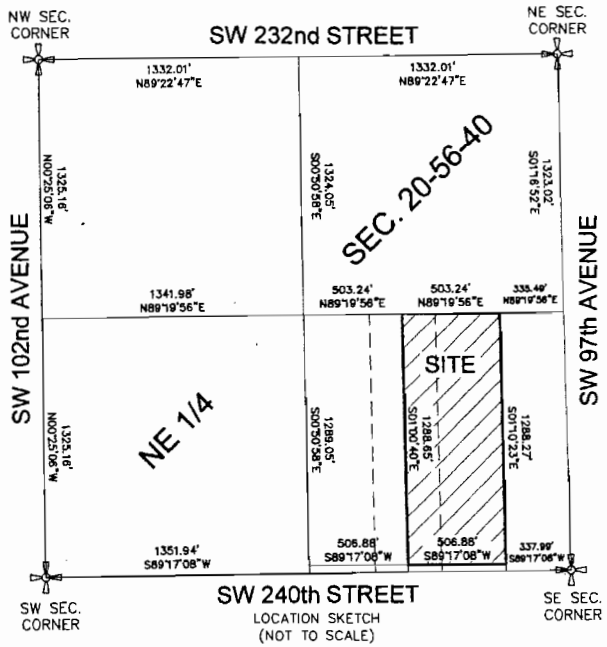
PHONE. (305) 485-1758
FAX. (305) 485-3505

LEGAL DESCRIPTION: PROVIDED BY CLIENT

THE EAST 1/2 OF THE WEST 3/4 OF THE SE 1/4 OF THE NE 1/4 LESS THE SOUTH 35 FEET FOR RIGHT OF WAY PURPOSES, IN SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD, UNDERGROUND ENCROACHMENTS IF ANY, NOT LOCATED.

PROPERTY ADDRESS: VACANT LAND, FOLIO No. 30-6020-000-0014



LOCATION SKETCH
(NOT TO SCALE)

THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

CERTIFIED TO:
MIAMI-DADE COUNTY
NATIONAL TITLE INSURANCE COMPANY

ORDER No. 02-162
SURVEY DATE: MAY 08, 2002

REVISION NOTES:	FLOOD INFORMATION:	
RECERTIFIED JULY, 22 2008	FIRM ZONE ---	ELEVATION ---
	COMMUNITY No. ---	PANEL No. ---
	SUFFIX ---	REVISED ON ---

BY: Julio E. Perez

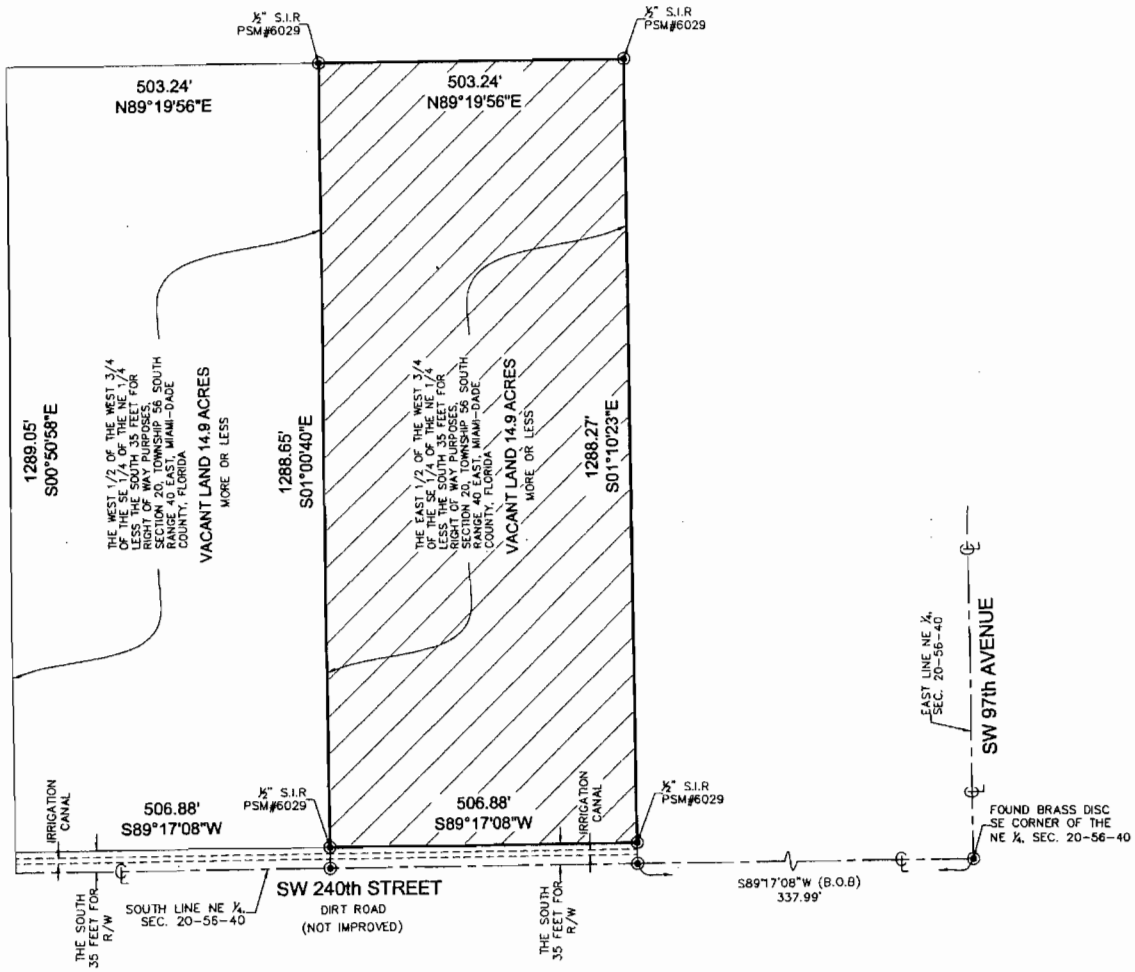
JULIO E. PEREZ, P.S.M. # 6029
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEAL

DATE: JULY 22, 2008

MAP OF RECORD SURVEY

SCALE 1"= 200'



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ORDER NO. 02-162
DATE OF SURVEY: MAY 08, 2002
SHEET 2 OF 2
NOT VALID WITHOUT SHEET 1 OF 2.

20

BUILDING NUMBER	BUILDING DESCRIPTION	FLOOR AREA
1	Microfiltration Feed Pump Station	1600 SF
2	NaOCL Injection Vault	500 SF
3	Microfiltration Building	25300 SF
4	Microfiltration Break Tank	3000 SF
5	Reverse Osmosis Transfer Pump Station	1600 SF
6	Reverse Osmosis Pretreatment Injection Vault	1600 SF
7	Reverse Osmosis Building	25300 SF
8	UV Building	1500 SF
9	Decarbonation / RO Flush Tank	1020 SF
10	Lime Storage and Feed Building	5000 SF
11	Surge Tanks	800 SF
12	Finished Water Pump Station	1800 SF
13	Chemical Storage	6500 SF
14	Reverse Osmosis Waste Pump Station	800 SF
15	Sanitary Sewer Pump Station	150 SF
16	Potable Water / Air Gap and Pump Station	1400 SF
17	Maintenance Shop / Warehouse	10000 SF
18	Laboratory	3000 SF
19	Research Center	3000 SF
20	Administration Building / Visitors Center	10000 SF
21	Guard House	200 SF
22	Power Substation	10000 SF
23	Backup Generators	10000 SF
	Proposed Developed Total	124470 SF
	Reserved for Future Expansion	75000 SF
	Total W/ Future Expansion	199470 SF

BUILDING SETBACKS (IU-3)	
Front Setback	25 FT
Side Setback	25 FT
Rear Setback	20 FT
Landscape Open Space	20%
Greenbelts	10 FT

PARKING	
Employee	35
Visitor	10
Disabled	2
Reserved	3
Total	50

ZONING DATA		
Proposed Use	Water Treatment Plant South Dade Water Reuse Plant	
Zoning District	Current - AU (Agricultural District) Deisgned - GU (Governmental w/ IU-3 Overlay)	
Gross Land Area	1266347.00 SF	29.07 AC
Less R.O.W.	86595.00 SF	1.99 AC
Net Land Area	1179752.00 SF	27.08 AC
Industrial Building Area		124470 SF
Industrial Building Area (Reserved)		75000 SF
Total Building Area		199470 SF
Lot Coverage		17%

PROJECT DATA

SITE LOCATION / ADDRESS

Vacant Land, Folio No(s). 30-6020-000-0014 & 30-6020-000-0015

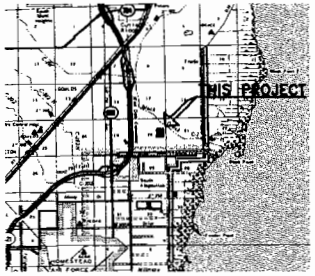
LEGAL

Parcel 1 - The West 1/2 of the West 3/4 for the SE 1/4 of the NE 1/4 less the South 35 for right of way purposes in Section 20, Township 56 South, Range 40 East, Miami-Dade County, Florida.

Parcel 2 - The East 1/2 of the West 3/4 for the SE 1/4 of the NE 1/4 less the South 35 for right of way purposes in Section 20, Township 56 South, Range 40 East, Miami-Dade County, Florida.

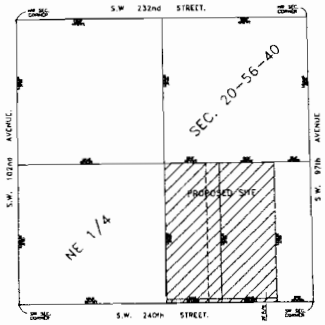
NOTE:

THIS SITE PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AS THE PROJECT IS FURTHER DEVELOPED.



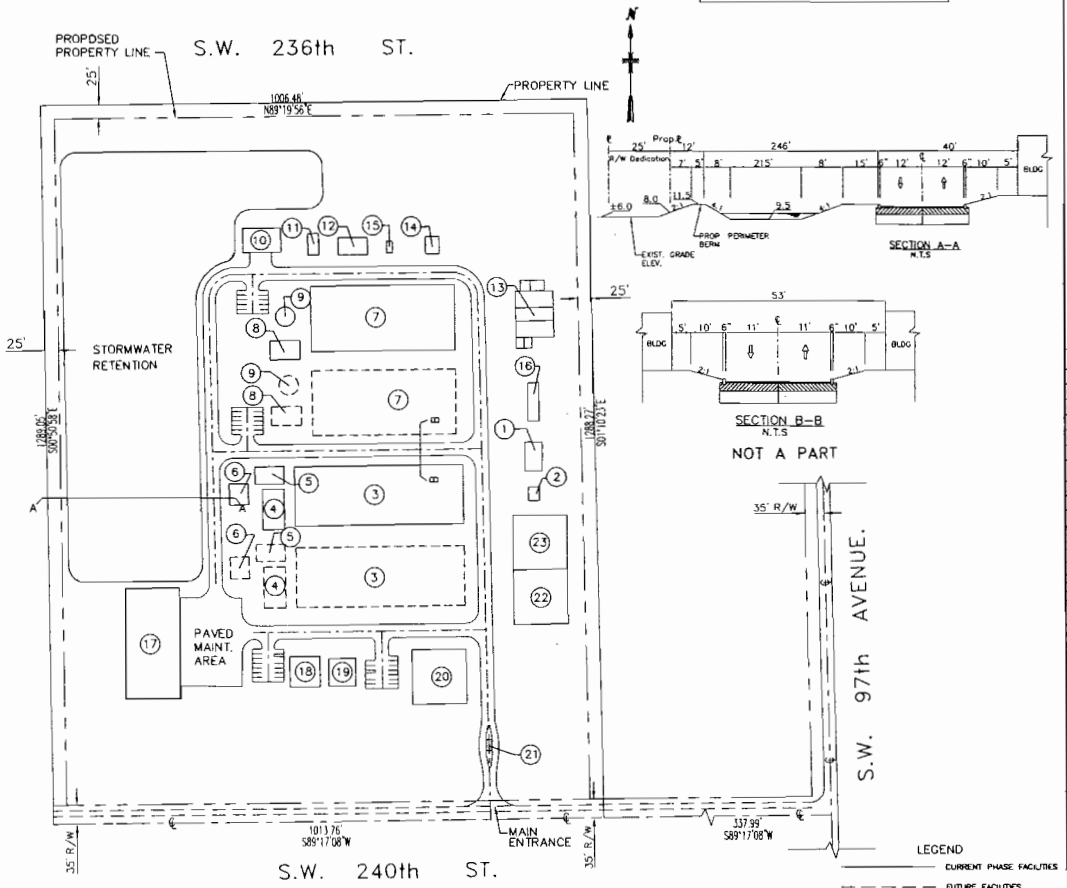
LOCATION MAP

SCALE: 1"=8000'



LOCATION SKETCH

SCALE: 1"=500'



SITE PLAN

SCALE: 1"=100'

SECTION A-A

N.T.S

SECTION B-B

N.T.S

NOT A PART

MIAMI-DADE COUNTY

Delivering Excellence Every Day

WATER AND SEWER DEPARTMENT

ENGINEERING DIVISION

3701 SW 60TH AVENUE
MIAMI, FLORIDA 33146-1520
305-665-7471
miamidade.gov

SOUTH DISTRICT WATER RECLAMATION PLANT

CONCEPTUAL SITE PLAN

DRAWING HISTORY

RELEASED FOR	DATE	BY
REVIEW SUB.		
REVIEW SUB.		
REVIEW SUB.		
PERMIT		

REVISIONS

No.	DESCRIPTION	DATE	BY

APPROVALS

ASST-DIRECTOR: V.A.

SECTION HEAD: J.C.

PROJECT MGR.: J.F.

DESIGNED: L.P. CHECKED: J.A.M.

DRAWN: L.P. FINAL CHECK: R.C.

CDM

BCC Engineering, Inc.
7300 North Kendall Drive
Suite 840
Miami, FL 33156

Jose Mallea, P.E.
Civil Engineer
State of Florida - License No. 58714
Date:

CR No. :

FILE NAME: SDWRP-ST-1.DWG

DATE: Aug.4, 2009 SCALE: AS SHOWN

SHEET ST-1

DWG. No. SDWRP-ST-1

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY AND FLORIDA TREE FARMS, INC. GRANTING EXTENDED POSSESSION

This is an Addendum to that certain Contract for Sale and Purchase between Miami-Dade County ("Buyer") and Florida Tree Farms, Inc. ("Seller") dated the 2nd day of June, 2008. In addition to the provisions contained in said Agreement which are incorporated herein, and for and in consideration of the mutual covenants contained therein, the following terms and conditions shall be deemed to be a part thereof:

1. REALTY. The trees and marl which are located on the Property are not included in the Property purchased by Buyer.

2. TERM AND USE. Florida Tree Farms, Inc. shall be granted extended possession of the Property for a period of one year from the Effective Date of the Contract solely for the purpose of accessing, maintaining, and removing such trees and marl at Seller's own cost and expense. If the Property is used for any other purpose, Buyer shall have the option of immediately terminating Seller's extended possession by written notice.

Seller shall use and occupy the Property in a careful and proper manner, and will not cause, or allow to be caused any nuisance or objectionable activity of any nature on the Property. Seller will, at Seller's sole cost and expense, obey any present and future ordinances, rules, regulations, requirements, and orders of governmental authorities or agencies, including all environmental laws, respecting the use and occupation of the Property, and shall be solely responsible for obtaining any all necessary permits and licenses for the use of same. Seller shall not engage in any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under state or federal law or regulations, or as those terms are understood in common usage. The use of petroleum products, pollutants, and other hazardous materials on the Property is prohibited.

Seller shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Seller, its contractor, or at Seller's request or direction on or about the Property, and shall obtain and deliver to Buyer "releases" or waivers of liens from any parties doing work on or about the Property, along with an affidavit from Seller stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any work performed on the Property.

3. ABANDONMENT. Any trees, marl, equipment, personalty, or other item which is not removed within the extended possession term as set forth in paragraph 2 herein, shall be deemed abandoned by Seller, and may be disposed of by Buyer as it deems appropriate in its sole and absolute discretion.

4. TERMINATION. This extended possession period may be terminated by Seller upon thirty days' written notice to Buyer for any reason. Buyer may terminate this

Agreement upon ten days' written notice to Buyer upon a breach of any of the provisions set forth herein, unless Seller cures such breach within such time frame to Buyer's satisfaction.

5. RIGHT OF ENTRY. During this extended possession period, Buyer shall have the right to enter the Property for the purpose of any tests, surveys, investigations, or inspections it deems necessary or appropriate in its sole discretion. However, Buyer shall have no duty to inspect or maintain the Property, nor shall any inspection relieve Seller of any duties or obligations hereunder.

6. INDEMNIFICATION. Seller shall indemnify, defend, and hold harmless the Buyer and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, fine, penalty, damage, suit, expense, or liability of any nature, including attorneys' fees, arising out of any act, negligence, action, error or omission by Seller, its agents, employees, contractors, customers and invitees in, on or about the premises during the period of extended possession Seller shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Buyer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Seller expressly understands and agrees that any insurance protection required by this Agreement or otherwise shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

7. RESTORATION OF PROPERTY. Upon the expiration, termination, discontinuance or abandonment of the property, Seller shall restore the Property and any areas used by Seller for ingress thereto and egress there from, at Seller's sole cost and expense, including, but not limited to, the removal and disposal of debris.

Seller shall be responsible, at Seller's sole cost and expense, for any environmental clean-up, if required by a federal, state or local agency, which may be caused by the Seller's use of this property. Should Seller fail to begin to restore the Property and areas of ingress and egress and perform any environmental clean-up as may be required pursuant to this extended possession within thirty (30) days after receipt of written notice from Buyer directing the required restoration and clean-up, Buyer may in its discretion cause the Property and the areas of ingress and egress to be restored and cleaned-up on behalf of Seller, and Seller shall pay Buyer the full cost of such restoration and clean-up within (30) days of receipt of an invoice from Buyer indicating the cost of such required restoration and/or clean-up. Seller shall indemnify, defend, and hold harmless the Buyer from any claim, loss, damage, cost, or expense arising out of such contamination.

8. Prior to closing, Seller shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $ 300,000 combined single limit per occurrence for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, and must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. Seller shall be responsible for assuring that the required insurance certificates remain in full force for the duration of this agreement. Compliance with the foregoing requirements shall not relieve Seller of its liability and obligations under this Agreement, including indemnification requirements.

9. ASSIGNMENT. Seller shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or any part thereof.

10. EXPENSES. During the period of extended possession, Seller shall be responsible for any bills for utilities or any service used on or in connection with the Property. Buyer shall not be responsible for any obligation, loss, or damage, financial regulatory, or otherwise, or for maintenance or repair of any of Seller's improvements, or for Seller's activities within on or about the Property during the extended possession period. To the maximum extent permitted by law, Seller agrees to use and occupy the Property at Seller's own risk.

11. COUNTY AS SOVEREIGN. It is expressly understood that notwithstanding any provision of this agreement, Buyer retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications or issuance of permits of whatever nature, or be liable for the same. Likewise, Buyer shall not by virtue of this Agreement be obligated to grant Seller any approvals of applications or permits. Nothing contained herein shall be construed as binding the Board, the Planning and Zoning Department, DERM or any other county, or governmental department to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any

approvals that may be granted, withheld or revoked in the discretion of the Buyer or any other applicable governmental agencies in the exercise of its police power. Buyer shall be released and held harmless, by the Seller from any liability, claim, or damage resulting from denial, withholding or revocation of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any nature. Notwithstanding any other provision of this Agreement, the Buyer shall have no obligation to approve any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver, and in no event shall a failure of the Buyer to grant any of the Seller's requests or applications for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach of this Agreement.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Addendum to Contract on the _____ day of _____, 2008.

ATTEST:

BY:_____
Clerk

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor

Date:_____

Sandra Spitaleri
Witness

Sandra Spitaleri
Print

SELLER:
Florida Tree Farms, Inc.

By:_____
Ernest Valdes, President

Date: 6-16-08

Liliana M. Rainey-Lacau
Witness

Liliana M. Rainey-Lacau
Print

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

The foregoing was accepted and approved on the ____ day of _____, 2008, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 16 day of June, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Ernest Valdes personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Notary Public
Name: _____
Commission No. _____
My Commission Expires: _____

LILIANA M. RAINEY-LACAU
MY COMMISSION # DD770572
EXPIRES April 10, 2012
(407) 398-0153 FloridaNotaryService.com