Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(E)

10-02-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-1072-07

RESOLUTION AUTHORIZING THE APPROVAL OF A CONSENT AND SUBORDINATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE TRANSFER OF A PORTION OF A CERTAIN INTEREST MIAMI-DADE COUNTY HAS BY VIRTUE OF A RESTRICTIVE COVENANT, IN LANDS LOCATED AT WEST AT 12880 S.W. 6 STREET, SAID PORTION OF LAND OWNED BY ARMANDO VALDES AND DAREINI GARCIA, HIS WIFE, IN SECTION 2, TOWNSHIP 54 SOUTH, RANGE 39 EAST

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

WHEREAS, the South Florida Water Management District has expressed its interest in acquiring a portion of a real property presently encumbered by a covenant in favor of Miami-Dade County, at West at 12880 S.W. 6 Street, for the implementation of the C-4 Flood Mitigation Project, and has requested the transfer of a portion of said County interest, presently owned by Armando Valdes and Dareini Garcia, his wife,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Consent and Subordination Agreement for the transfer of a portion of that certain interest Miami-Dade County has by virtue of a covenant in lands located at West at 12880 S.W. 6 Street, and which lies on the property owned by Armando Valdes and Dareini Garcia, his wife, in Section 2, Township 54 South, Range 39 East, Miami-Dade County, Florida; and authorizes execution and recording by the Mayor in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Peter S. Tell

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2007

Agenda Item No. 8(D)(1)(E)

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Approval of a Consent and Subordination Agreement between Miami-Dade County and the South Florida Water Management District for the Transfer of a Portion of a Certain Interest Miami-Dade County has by Virtue of a Restrictive Covenant in Land Located at 12880 S.W. 6 Street, in Section 2, Township 54 South, Range 39 East (WC-861)

Recommendation
It is recommended that the Board approve a resolution authorizing approval of a Consent and Subordination Agreement between Miami-Dade County and the South Florida Water Management District.

Scope
The subject item is limited to a parcel of land under private ownership in Commission District 12.

Fiscal Impact/Funding Source
The subject item has no fiscal implications to Miami-Dade County.

Track Record/Monitor
N/A

Background
On June 3, 2005, Miami-Dade County accepted the recording of a covenant running with the land, for the protection and maintenance of a stormwater management area located at 12880 S.W. 6 Street, in Section 2, Township 54 South, Range 39 East, Miami-Dade County, Florida, and authorized by the Board through R-1052-98. Said stormwater management area was designed and constructed in accordance with County criteria established for the development of lands within the North Trail Basin as defined in Section 24-48.20 of the Environmental Protection Code of Miami-Dade County.

The South Florida Water Management District is currently acquiring land interests in the area of the protected stormwater management system, as part of the implementation of the C-4 Flood Mitigation Project. The primary objective of said project is to increase flood protection for the C-4 (Tamiami Canal) Basin which includes the City of Sweetwater and the Belen area. To complete this project, which requires the construction of a concrete gravity wall along the northern right-of-way line of the C-4, the District must acquire part of a private property owned by Armando Valdes and Dareini Garcia, his wife, and has identified that interest as being part of the aforementioned stormwater management area. The District is requesting the Subordination of said interest in the real property encumbered by the referenced covenant and has submitted in support of its plan, a valid Agreement for Sale and Purchase executed by said property owners and its Governing Board.

The Department of Environmental Resources Management has reviewed this request and determined that the implementation of the C-4 Flood Mitigation Project by the District will offer a greater degree of flood protection than the existing stormwater management area can, and will benefit a larger section of the neighboring community. It is therefore recommended that the Board authorize approval and execution of a Consent and Subordination Agreement in favor of the South Florida Water Management District.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 2, 2007

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

SUBJECT: Agenda Item No. 8(D)(1)(E)

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**

CONSENT AND SUBORDINATION
OF
BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY

For Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY,** the holder of a **Covenant Running With the Land Concerning the Protection and Maintenance of Stormwater Management System Located at West at 12880 S.W. 6th Street, Miami-Dade County, Florida,** dated June 3, 2005, which is recorded in Official Records Book 23642 and Page 4828 of the Public Records of Miami-Dade County, Florida ("Covenant"), hereby consents to and subordinates the aforesaid Covenant, as it has been, and as it may be, modified and amended from time to time, to the attached Easement with respect to the real property described in Exhibit "A", For the Construction, Operation, and Maintenance Of A Gravity Wall ("Easement"), executed by Armando Valdes and Dareini Garcia, his wife, in favor of the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT,** as said Easement may be modified and amended from time to time. This Consent and Subordination of the Board of County Commissioners of Miami-Dade County, Florida, shall be effective upon the execution and recording of the aforesaid Easement. In the event that the Easement becomes null and void by operation of law or otherwise, or terminated for any reason, this Consent and Subordination shall thereupon be deemed null and void or terminated, as the case may be.

IN WITNESS WHEREOF, this **CONSENT AND SUBORDINATION OF BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY** is made this _____ day of _____, 20____.

WITNESSES:

MIAMI-DADE COUNTY
BY ITS BOARD OF COUNTY COMMISSIONERS

_____
Print Name: _____

By: _____
_____
Its: _____
Mayor

_____
Print Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____ of _____, a _____, on behalf of the _____. He\She is personally known to me or has produced a _____ as identification.

_____
Notary Public

(NOTARY SEAL)

_____
Print Name
My Commission Expires:

5

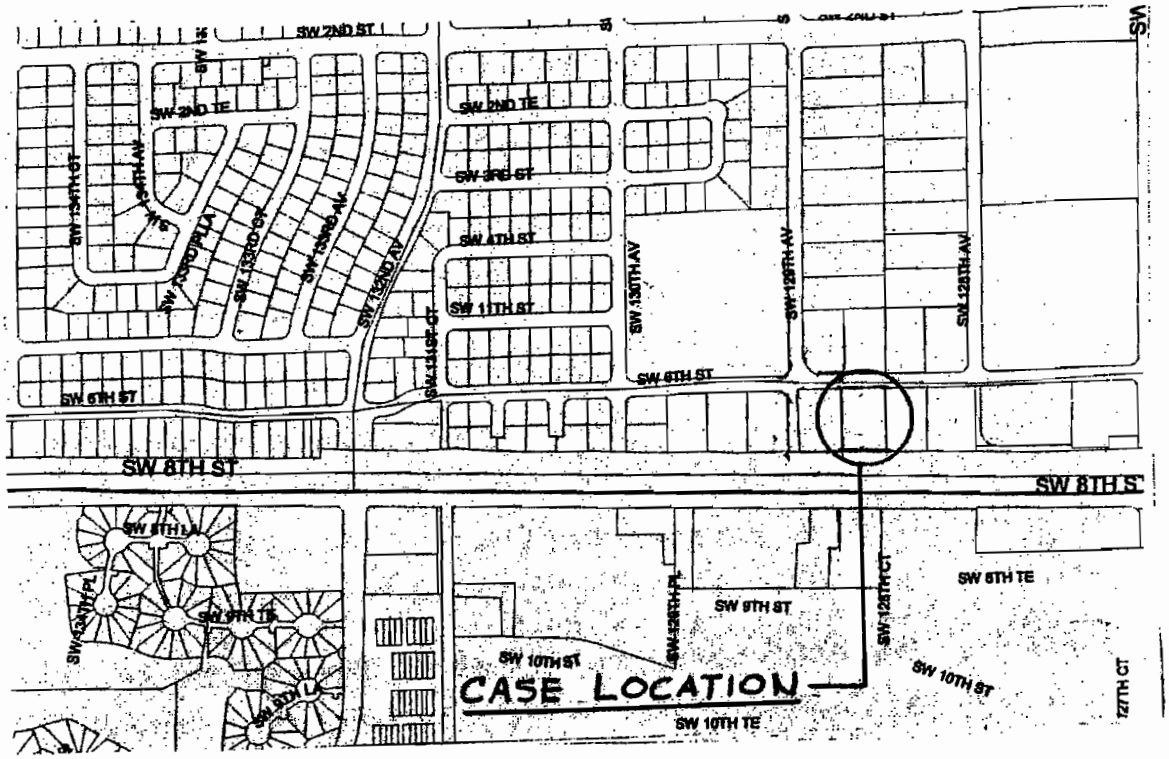
Exhibit "A"

LEGAL DESCRIPTION

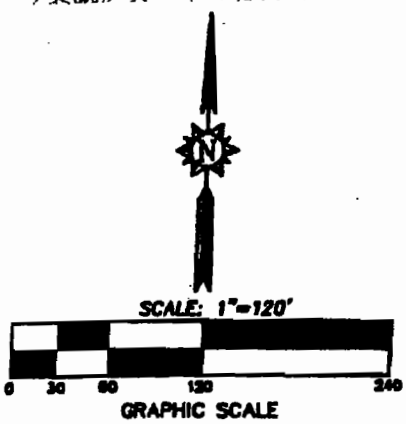
All that part of a parcel of land, as recorded in Official Records Book 23823, Page 1851, of the Public Records of Miami-Dade County, Florida, in Section 2, Township 54 South, Range 39 East, Miami-Dade County, Florida, lying within the following described parcel of land:

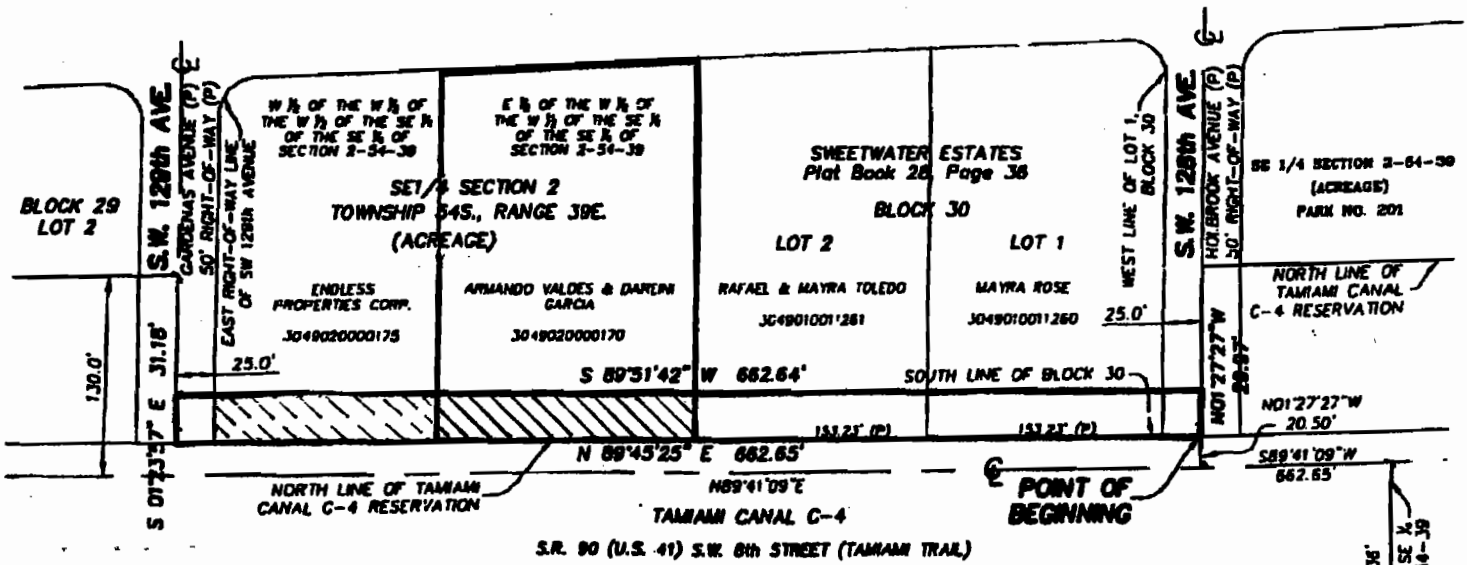
> Commence at the Southeast corner of the Southeast One-Quarter (SE ¼) of Section 2, Township 54 South, Range 39 East;
>
> Thence N. 01°29'54" W., along the East line of the said Southeast One-Quarter (SE ¼), a distance of 989.36 feet to a point on the center line of the C-4 Canal;
>
> Thence S. 89°41'09" W., along said centerline of the C-4 Canal, a distance of 662.65 feet to a point on the Southerly projection of the Centerline of S.W. 128th Avenue (a.k.a. Holbrook Avenue);
>
> Thence N. 01°27'27" W., along said Southerly projection, a distance of 20.50 feet to the POINT OF BEGINNING. Said point also being on the North Reservation Line of Tamiami Canal C-4;
>
> Thence continue N. 01°27'27" W., a distance of 29.97 feet;
>
> Thence S. 89°51'42" W., a distance of 662.64 feet;
>
> Thence S. 01°23'57" E., a distance of 31.18 feet;
>
> Thence N. 89°45'25" E., a distance of 662.65 feet to the POINT OF BEGINNING;

Containing 0.12 acres (5,142 square feet), more or less; and being also a portion of a stormwater management area under a covenant running with the land as recorded in Official Records Book 23642 at Page 4828 of the Public Records of Miami-Dade County, Florida.



WC-861
SEC: 2
TWP: 54 S
RGE: 39 E





PORTION OF STORMWATER MANAGEM'T AREA TO BE SUBORDINATED TO THE S.F.W.M.D.

PORTION OF STORMWATER MANAGEM'T AREA SUBORDINATED TO S.F.W.M.D. UNDER WC-868

EXHIBIT "C"

Return to: Barbara Katz
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

This instrument prepared by:
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: C-4 Flood Mitigation Project
Tract No. 31-100-079

EASEMENT
FOR
THE CONSTRUCTION, OPERATION AND MAINTENANCE
OF
A GRAVITY WALL

This Easement for the Construction, Operation and Maintenance of a Gravity Wall is made this _____ day of _____, 2007, by **ARMANDO VALDES AND DAREINI GARCIA**, whose mailing address is 12880 SW 6th Street, Miami, Florida 33184, hereinafter referred to as "Grantor", in favor of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, Palm Beach County, its successors and assigns, hereinafter referred to as the "Grantee".

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good, adequate, and valuable consideration in hand paid by the Grantee to the Grantor, including but not limited to the benefits to accrue to Grantor resulting from the construction, operation, and maintenance of the herein described gravity wall, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, a perpetual, exclusive easement for the construction, operation, and maintenance of a concrete gravity wall ("Easement"), as herein provided, with respect to the real property located in Miami-Dade County, Florida described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "Easement Parcel".

This Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with the construction, operation, effectuation and maintenance of a concrete gravity wall in order to alleviate impacts of rising water levels, together with all appurtenances thereto, including but not limited to an internal drainage system. This easement is further given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, unrestricted vehicular and pedestrian access, ingress and egress over, across and through the Easement Parcel, as well as the right to conduct clearing, grubbing, excavation and demolition operations, and to move, transport, and place equipment, materials and supplies, all in connection with the construction, operation,

effectuation, and maintenance of a concrete gravity wall in order to alleviate impacts of rising water levels.

It is contemplated that Grantee will utilize contractors, subcontractors and employees of Grantee, and other persons and entities, in connection with Grantee's exercise of the interests, rights, privileges, and powers conveyed and granted to Grantee under this Easement.

This Easement shall at no time be obstructed in any manner which would interfere with the purposes of this Easement. Grantor acknowledges and agrees that no structures, vegetation or other improvements may be constructed, planted or installed by Grantor, or at Grantor's direction, within the Easement Parcel without the prior written permission of Grantee, which may be withheld by Grantee in Grantee's sole and absolute discretion. Except as provided in Exhibit "B", attached hereto and made a part hereof, Grantee shall have the right to permanently remove all encroachments located within the Easement Parcel, including but not limited to any and all sheds, slabs, pavers, fences, irrigation components, trees, landscaping, structures and improvements. Grantor bears all risk of loss with respect to any encroachments located within the Easement Parcel which are not removed (including but not limited to any encroachments referenced on Exhibit "B" attached hereto and made a part hereof), including without limitation any loss resulting directly, indirectly or proximately from the rights, powers, privileges and easements granted and conveyed to Grantee pursuant to this Easement or from the activities conducted pursuant to this Easement, and under no circumstances shall Grantee or its agents, employees, officers, staff or Governing Board members be liable for any loss or damage thereto, or theft thereof. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor shall indemnify, defend, hold harmless and release Grantee and its employees, officers, staff and Governing Board members, from and against any and all loss, cost, damage and/or liability, with respect to any encroachments located within the Easement Parcel which are not removed (including but not limited to any encroachments referenced on Exhibit "B" attached hereto and made a part hereof), including without limitation that resulting directly, indirectly or proximately from the rights, powers, privileges and easements granted and conveyed pursuant to this Easement or from the activities conducted pursuant to this Easement. In the event that there are any underground irrigation pipes located under the Easement Parcel on the date this Easement is recorded, which are utilized for the intake of water from the adjacent canal (hereinafter referred to as "Underground Intake Pipes"), then Grantee agrees to accommodate such Underground Intake Pipes in connection with Grantee's construction, operation, effectuation and maintenance of the concrete gravity wall described herein, so that Grantor is able to continue to utilize the Underground Intake Pipe. An irrigation sleeve or pipe through the gravity wall will be field located in coordination with the property owner. Grantee shall have no obligation with respect to the installation, operation, replacement or continuing maintenance of any Underground Intake Pipes. Furthermore, Grantee shall have the right, but not the obligation, to improve the Easement Parcel as determined by Grantee in order to insure the full enjoyment of the rights granted and conveyed by this Easement.

Grantor shall keep the payment of taxes and assessments on the Premises current and shall not allow any lien on the Premises superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event Grantor does not so reimburse the Grantee, the debt owed to Grantee constitutes a lien against the Premises which automatically relates back to the recording date of this Easement. Grantee may foreclose on the Premises in the manner of mortgages on real property.

All terms, conditions and provisions of this Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Easement Parcel in fee simple; that it has good and lawful authority to convey this Easement; and that it hereby fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this Easement for the construction, operation and maintenance of a gravity wall has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____	_____
Witness: _____	Armando Valdés
_____	
Witness: _____	
_____	_____
Witness: _____	Dareini García
_____	
Witness: _____	

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 _____ and _____, who are personally known to me or who have produced _____ as identification.

_____
Notary Public

_____
Print
My Commission Expires: _____

EXHIBIT "B"

TO
EASEMENT
FOR
THE CONSTRUCTION, OPERATION AND MAINTENANCE
OF
A GRAVITY WALL

ENCROACHMENTS ALLOWED DURING CONSTRUCTION

The following existing encroachments ("Remaining Encroachments") shall be allowed to remain within the Easement Parcel during construction:

Pool Deck;

Subject to the following conditions:

1. Grantor understands, acknowledges and agrees that the Grantor may or may not have obtained all required governmental permits applicable to the Remaining Encroachments, including but not limited to any required permits that need to be obtained from Grantee. Grantor further understands, acknowledges and agrees that notwithstanding that the Remaining Encroachments may remain in existence during the construction of the gravity wall as provided in this Easement, it shall not constitute permission by Grantee, or any other governmental entity, to perpetually maintain the Remaining Encroachments, nor shall it constitute a waiver of the permitting approval process of Grantee, or any other governmental entity, applicable to the continued existence of the Remaining Encroachments. It shall be Grantor's obligation to secure any permits required with respect to the Remaining Encroachments by Grantee or any other governmental or quasi-governmental entity. The Grantee makes no representation and gives no assurance that any such permits will be issued.

2. Grantor shall comply with all applicable laws, ordinances, rules, regulations and governmental permitting requirements and approvals with respect to the Remaining Encroachments and any future encroachments.

3. Grantor bears all risk of loss with respect to the Remaining Encroachments, including without limitation any loss or damage resulting directly, indirectly or proximately from the rights, powers, privileges and easements granted and conveyed to Grantee pursuant to this Easement or from the activities conducted pursuant to this Easement, and under no circumstances shall Grantee, or its agents, employees, officers, staff or Governing Board members be liable for any loss or damage thereto.

4. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor shall indemnify, defend, hold harmless and release Grantee, its employees, officers, staff and Governing Board members, from and against any and all loss, cost, damage and/or liability, with respect to the Remaining Encroachments, including without limitation that resulting directly, indirectly or proximately from the rights, powers, privileges and easements granted and conveyed pursuant this Easement or from the activities conducted pursuant to this Easement.

Exhibit "A"
Acquisition ID No. 31100-079
LEGAL DESCRIPTION

All that part of a parcel of land, as recorded in Official Records Book 23823, Page 1851, of the Public Records of Miami-Dade County, Florida, Section 2, Township 54 South, Range 39 East, Miami-Dade County, Florida, lying within the following described parcel of land:

Commence at the Southeast corner of the Southeast one-quarter (SE ¼) of Section 2, Township 54 South, Range 39 East;

Thence N. 01°29'54" W., along the East line of the said Southeast one-quarter (SE ¼), a distance of 989.36 feet to a point on the center line of the C-4 Canal;

Thence S. 89°41'09" W., along said centerline of the C-4 Canal, a distance of 662.65 feet to a point on the Southerly projection of the Centerline of S.W. 128th Avenue (a.k.a. Holbrook Avenue);

Thence N. 01°27'27" W., along said Southerly projection, a distance of 20.50 feet to the POINT OF BEGINNING. Said point also being on the North Reservation Line;

Thence continue N. 01°27'27" W., a distance of 29.97 feet;

Thence S. 89°51'42" W., a distance of 662.64 feet;

Thence S. 01°23'57" E., a distance of 31.18 feet;

Thence N. 89°45'25" E., a distance of 662.65 feet to the POINT OF BEGINNING;

Note: This description was taken from Sketch No. 05-6844-E, titled *a portion of Lots 1 & 2, Block 29, Richardson Kellett Company, Plat Book 28, Page 36, D.C.R.*, and dated March 01, 2006, by Stoner & Associates, Inc.

Containing 0.12 acres (5,092 square feet), more or less.

LEGAL DESCRIPTION
C.L.M.
March 13, 2006

Armando Valdes & Dareini Garcia
Legals\C-4\100-079.lgl.doc
Folio: 30-4902-000-0170
January 17, 2006; Revised March 13, 2006

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

C-4 SWEETWATER BERM PHASE 3

A PORTION OF THE SE ONE-QUARTER OF SECTION 2-54-39
AND A PORTION OF LOTS 1 AND 2, BLOCK 30, SWEETWATER ESTATES, PLAT BOOK 28, PAGE 36, D.C.R.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 2, TOWNSHIP 54 SOUTH, RANGE 39 EAST AND A PORTION OF LOTS 1 AND 2, BLOCK 30, SWEETWATER ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 36 OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 2, TOWNSHIP 54 SOUTH, RANGE 39 EAST;

THENCE N.01°29'54"W., ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 989.36 FEET TO A POINT ON THE CENTERLINE OF THE C-4 CANAL;

THENCE S.89°41'09"W., ALONG SAID CENTERLINE, A DISTANCE OF 662.65 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE CENTERLINE OF S.W. 128th AVENUE (HOLBROOK AVENUE (P));

THENCE N.01°27'27"W., ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING ON THE NORTH RESERVATION LINE OF TAMIAMI CANAL C-4;

THENCE CONTINUE N.01°27'27"W., A DISTANCE OF 29.97 FEET;

THENCE S.89°51'42"W., A DISTANCE OF 662.64 FEET;

THENCE S.01°23'57"E., A DISTANCE OF 31.18 FEET TO A POINT ON SAID NORTH RESERVATIOIN LINE;

THENCE N.89°45'25"E., ALONG SAID NORTH RESERVATION LINE, A DISTANCE OF 662.65 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE MIAMI-DADE COUNTY, FLORIDA, CONTAINING 0.46 ACRES (20,254 SQUARE FEET), ±.

NOTES:

1. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY STONER & ASSOCIATES, INC.

2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

3. THE LOCATION OF THE NORTH RIGHT-OF-WAY LINE OF CANAL 4 AND THE RECORD BEARINGS AND DISTANCES PERTAINING TO SECTION 4 ARE BASED UPON THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT SURVEY OF CANAL 4 TAMIAMI CANAL NORTH RIGHT OF WAY LINE, DRAWING NO. C-4-20, DATED 5-4-88.

4. THE LOT LINE, PLAT LINES SHOWN HEREON ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. A BOUNDARY SURVEY OF THESE LINES WAS NOT PERFORMED.

5. THE BEARINGS SHOWN HEREON ARE BASED ON N04°36'18"E., ALONG THE WEST LINE OF SECTION 5, TOWNSHIP 54 SOUTH, RANGE 40 EAST.

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2006

SKETCH No. 05-6844-F

DATE: Mar 01, 2006 - 9:27am EST FILE: C:\Draw\SFWMD\C-4 BERM PHASE 3\dwg\05-6844.dwg

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

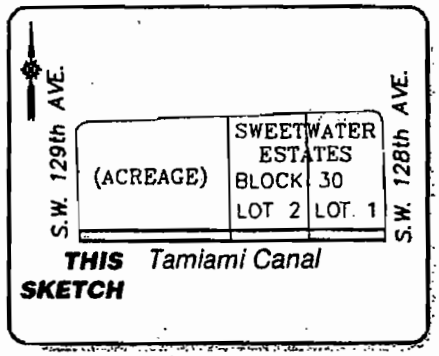
SKETCH OF DESCRIPTION:

C-4 SWEETWATER BERM PHASE 3

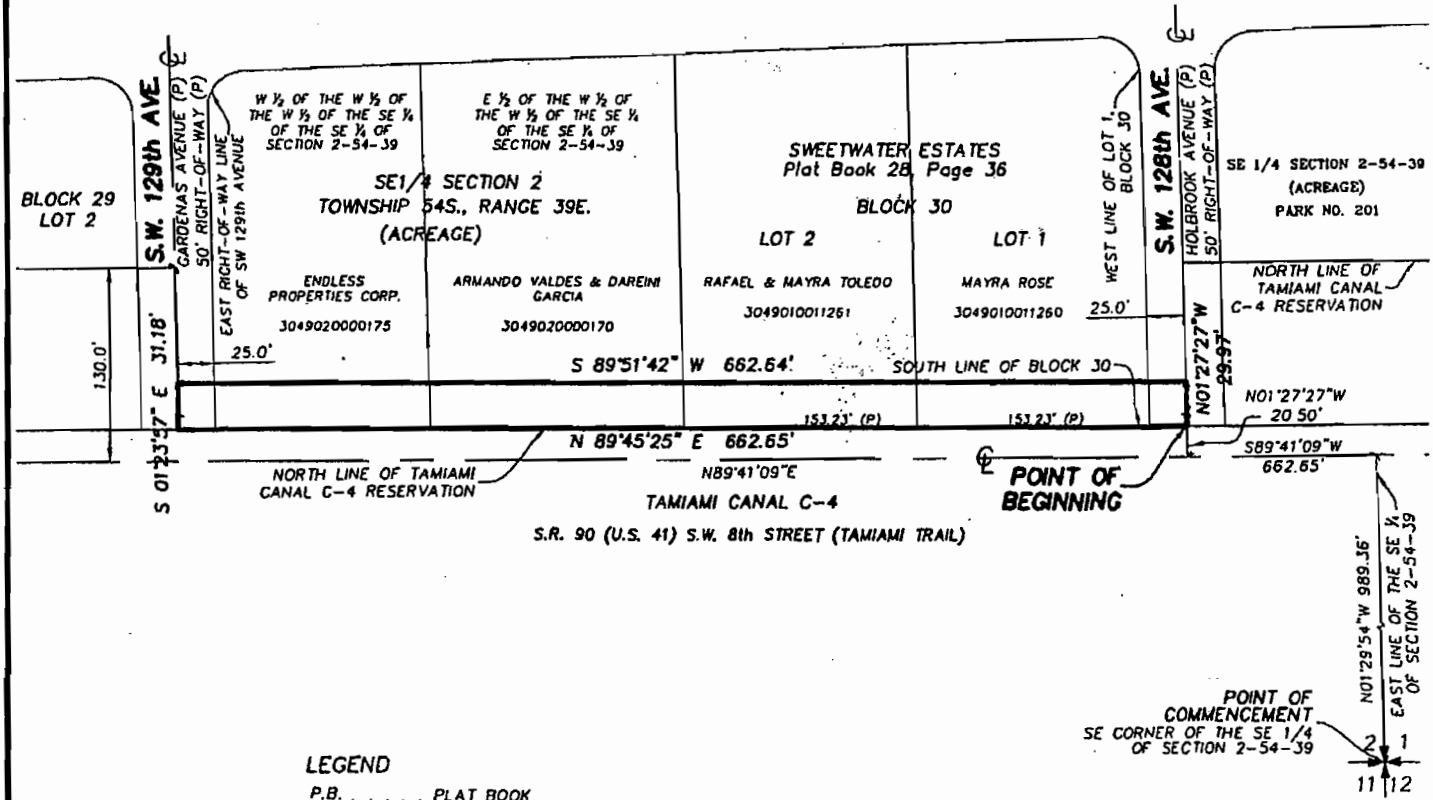
A PORTION OF THE SE ONE-QUARTER OF SECTION 2-54-39
AND A PORTION OF LOTS 1 AND 2, BLOCK 30,
SWEETWATER ESTATES, PLAT BOOK 28, PAGE 36, D.C.R.

SCALE: 1"=120'

0 30 60 120 240
GRAPHIC SCALE



Location Map
NOT TO SCALE



LEGEND

P.B.	PLAT BOOK
PG.	PAGE
D.C.R.	DADE COUNTY RECORDS
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PER PLAT OF RECORD
	BREAK IN LINE SCALE

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080 – STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
01/12/06	JDLR	WDLR	N/A

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 2 OF 2

SKETCH No. 05-6844-F

DATE: Mar 01, 2006 – 9:27am EST FILE: C:\Draw\SFWMD\C-4 BERM PHASE 3\dwg\05-6844.dwg

Form No.:***SHORTS&P.FIN***
Revision Date: 2/16/05

Re: C-4 Flood Mitigation Project
Tract No. 31-100-079

AGREEMENT FOR SALE AND PURCHASE

This Agreement is made and entered into by and between the below named SELLER:

ARMANDO. VALDES AND DAREINI GARCIA, his wife
whose address is: **12880 SW 6TH Street**
Miami, FL 33184

whose telephone number is: (305) 766-1728
(hereinafter referred to as "SELLER"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, its successors and assigns, (hereinafter referred to as "BUYER").
For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY
The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, subject to the terms and conditions hereinafter set forth, a permanent easement for the construction, operation and maintenance of a gravity wall (hereinafter referred to as the "Easement"), in the form attached hereto and made a part hereof as Exhibit "C" (hereinafter referred to as the "Easement Deed") with respect to certain land comprising approximately **0.12 acre** located in Miami-Dade County, Florida, legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Easement Parcel").

2. PURCHASE PRICE
The purchase price for the Easement is the sum of **Thirty-Nine Thousand Four Hundred Dollars ($39,400)** (the "Purchase Price") payable at time of Closing by BUYER's check or check issued by the closing agent subject only to the prorations and adjustments as otherwise provided in this Agreement.

3. TIME FOR ACCEPTANCE
This Agreement shall not be effective unless it is executed and delivered by the SELLER to the BUYER on or before **April 16, 2007** and is executed by the BUYER on or before **June 21, 2007**. Notwithstanding the foregoing, in the event this Agreement is executed by the SELLER and delivered to the BUYER after **April 16, 2007**, BUYER, in BUYER's sole discretion, may extend said date until the date the BUYER actually receives this Agreement fully executed by the SELLER. The effective date of this Agreement ("Effective Date"), for purposes of performance, shall be regarded as the date when the BUYER has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Premises unless incorporated by reference herein. This Agreement is subject to and contingent upon approval by the Governing Board of the South Florida Water Management District.

4. CLOSING DATE
The transaction contemplated by this Agreement shall be closed ("Closing") and the Easement Deed and other closing papers and possession, shall be delivered on or before **September 5, 2007**, ("Closing Date"), unless extended by other provisions of this Agreement. Closing shall be held at the office of the BUYER or BUYER's closing agent. BUYER shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of ninety (90) days.

5. EVIDENCE OF TITLE
a. BUYER has obtained a title insurance commitment issued by National Title Insurance Company ("Title Company") identified as Commitment No. **10393** ("Title Commitment") agreeing to issue to the BUYER upon the recording of the Easement Deed, an owner's policy of title insurance in the amount of the Purchase Price insuring the BUYER as to marketable title to the Easement. BUYER shall pay at Closing the entire title insurance

premium due for the title insurance policy ("Title Policy") to be issued to the BUYER after Closing pursuant to the Title Commitment.

b. Those matters affecting title to the Easement Parcel which are set forth on Exhibit "B" attached hereto and made a part hereof are approved by BUYER (hereinafter referred to as "Approved Exceptions"). All exceptions contained in the Title Commitment and other matters affecting title to the Easement Parcel, which are not Approved Exceptions, are hereby objected to by BUYER (hereinafter referred to as "Title Objections"). The SELLER shall have until the sixtieth (60th) day after the Effective Date ("Cure Period") to cure and remove the Title Objections to the satisfaction of BUYER. SELLER shall be obligated to and shall use diligent effort to cure and remove Title Objections within the Cure Period, including the bringing of necessary suits. If the Cure Period extends past the Closing Date, then the Closing Date shall be automatically extended to on or before the tenth (10th) day after the expiration of the Cure Period. If the SELLER shall not have cured and removed the Title Objections during the Cure Period, BUYER shall have the option of accepting title as it then is, extending the Cure Period for an additional sixty (60) day period, or declining to accept title and thereupon this Agreement shall be cancelled and the BUYER and the SELLER shall have no further claim against each other under this Agreement except for material misrepresentations made by SELLER to BUYER.

c. In the event any endorsement or update to the Title Commitment reveals any additional title matters affecting the Easement Parcel, other than the Approved Exceptions, or if any new title matters affect title to the Easement Parcel after the effective date of the Title Commitment and prior to Closing, or if BUYER otherwise becomes aware of any additional title matters affecting the Easement Parcel and BUYER objects to any of such additional title matters prior to Closing, then such additional title matters objected to by BUYER shall be deemed "Additional Title Objections". The SELLER shall have until the thirtieth (30th) day after delivery of notice by BUYER to SELLER of the Additional Title Objections ("Additional Objection Cure Period") to cure and remove the Additional Title Objections to the satisfaction of BUYER. SELLER shall be obligated to and shall use diligent effort to cure and remove Additional Title Objections within the Additional Objection Cure Period, including the bringing of necessary suits. If the Additional Objection Cure Period extends past the Closing Date, then the Closing Date shall be automatically extended to on or before the tenth (10th) day after the expiration of the Additional Objection Cure Period. If the SELLER shall not have cured and removed the Additional Title Objections during the Additional Objection Cure Period, BUYER shall have the option of accepting title as it then is, extending the Additional Objection Cure Period for an additional thirty (30) day period, or declining to accept title and thereupon this Agreement shall be cancelled and the BUYER and the SELLER shall have no further claim against each other under this Agreement except for material misrepresentations made by SELLER to BUYER.

d. Prior to or at Closing, SELLER shall, at its sole cost and expense, satisfy all B-I requirements of the Title Commitment. If at Closing there are any unsatisfied Schedule B-I requirements, the BUYER shall have, in addition to all other rights in this Agreement, the options set forth in subparagraphs 5.b. and 5.c. above.

6. <u>CONDITIONS PRECEDENT TO CLOSING</u>

a. In addition to all other conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein:

i. Prior to Closing, SELLER shall clean up and remove all abandoned personal property (including but not limited to trailers of all types), refuse, garbage, junk, rubbish, solid waste, trash and debris from the Easement Parcel to the reasonable satisfaction of BUYER.

ii. Availability, approval and release of funds to Buyer in the amount of the Purchase Price plus Buyer's closing costs by the Federal Emergency Management Agency (FEMA).prior to the Closing Date.

iii. INTENTIONALLY DELETED.

iv. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

v. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

vi. On the day of Closing, the Easement Parcel shall be in compliance with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations.

vii. The physical condition of the Easement Parcel shall be the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

viii. Prior to Closing, the **Board of County Commissioners of Miami-Dade County** executes and delivers in favor of BUYER a written Consent and subordination of Board of County Commissioners of Miami-Dade County, in a form and content reasonably acceptable to BUYER.

ix. There are no, and there have been no, judicial, administrative or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement, prior to, or on, the Closing Date.

b. Should any of the conditions precedent to Closing provided in subparagraph 6.a. above fail to occur, then BUYER shall have the right, in BUYER's sole and absolute discretion, to terminate this Agreement upon which both parties shall be released of all obligations under this Agreement with respect to each other, except for material misrepresentations made by SELLER to BUYER.

7. PRORATIONS, TAXES AND ASSESSMENTS

SELLER shall pay at Closing all real property taxes accrued with respect to the Easement Parcel through the Closing Date. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date are to be paid by the SELLER no later than Closing. Intangible personal property taxes, if any, shall be paid by SELLER.

8. CONVEYANCE

SELLER shall grant and convey the Easement to the BUYER, and/or such other third party as may be designated by BUYER by execution and delivery of the Easement Deed, subject only to the Approved Exceptions and those title exceptions otherwise accepted by the BUYER.

9. OWNERS AFFIDAVIT/CONSTRUCTION LIENS

a. At Closing, the SELLER shall furnish to the BUYER an Owner's Affidavit ("Owner's Affidavit") swearing that there have been no improvements to the Easement Parcel for ninety (90) days immediately preceding the Closing Date in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Easement Parcel has been improved within ninety (90) days immediately preceding the Closing Date, the SELLER shall deliver appropriate releases or waivers of all construction liens and the SELLER's construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the Title Company in order to enable the Title Company to delete the unrecorded easements, parties in possession and other standard exceptions from the Title Commitment.

b. SELLER shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA).

i. In the event SELLER is not a "non-resident alien" or a foreign person" as defined within the meaning of FIRPTA, then SELLER shall provide at Closing to BUYER a non-foreign affidavit in a form acceptable to the closing agent ("Non-Foreign Affidavit"); or

ii. In the event the SELLER is a "non-resident alien" or "foreign person" within the meaning of FIRPTA and SELLER has not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the closing agent shall withhold a sum equal to 10% of the Purchase Price, or such amount set forth in any written release from the IRS, from SELLER's proceeds at Closing and pay such sum to the IRS within 10 days from Closing.

10. DOCUMENTS FOR CLOSING

a. At Closing, SELLER shall execute and deliver (or cause to be executed and delivered) to BUYER the following documents and instruments ("Seller's Documents"):

i. the Easement Deed
ii. the Owner's Affidavit
iii. the Non-Foreign Affidavit
iv. the Closing Statement
v. all other documents and instruments provided for under this Agreement, required by the Title Company or reasonably required by BUYER to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to BUYER.

b. The BUYER shall prepare the Seller's Documents (except for the Closing Statement and documents required by the Title Company). The BUYER shall prepare or cause the closing agent to prepare the closing statement.

11. WARRANTY

a. SELLER warrants that there are no facts known to SELLER materially affecting the value of the Easement Parcel which are not readily observable to BUYER or which have not been disclosed to BUYER.

b. The SELLER hereby represents and warrants that there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, BUYER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Easement Parcel, or any portion thereof, and SELLER has not granted nor is obligated to grant any interest in the Easement Parcel to any of the foregoing entities.

12. INGRESS AND EGRESS

SELLER warrants that there is legal access, ingress and egress to and from the Easement Parcel to and from a public road.

13. EXISTING MORTGAGES AND OTHER LIENS

At Closing, SELLER shall obtain satisfaction, release or subordinations of record of all mortgages, liens and judgments applicable to and encumbering the Easement Parcel.

14. EXPENSES

This sale and purchase recognizes that BUYER has the authority to condemn the Easement Parcel and therefore the parties believe it is exempt from documentary stamp tax pursuant to the *Florida Department of Revenue v. Orange County*, 620 So.2d 991 (Fla. 1993). In the event that State or County surtax and documentary stamps are required to be affixed to the instrument of conveyance these expenses shall be paid by BUYER. All costs of recording the Easement Deed, and all other Closing Documents to be recorded, shall be paid by the BUYER. Any corrective instruments to be recorded shall be paid by SELLER.

15. DEFAULT

If the SELLER fails or neglects to perform any of the terms, conditions, covenants or provisions of this Agreement, the BUYER may seek specific performance without thereby waiving any action for damages resulting from SELLER's breach. If the BUYER fails to perform any of the BUYER's covenants under this Agreement, SELLER shall have the right to seek damages or specific performance.

16. RIGHT TO ENTER

The SELLER agrees that from the Effective Date through the Closing Date, all officers, employees and accredited agents of the BUYER shall have at all proper times the unrestricted right and privilege to enter upon the Easement Parcel for all proper and lawful purposes, including but not limited to inspection, investigation, examination of the Easement Parcel and the resources upon it.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY

SELLER assumes all risk of loss or damage to the Easement Parcel prior to the Closing Date and warrants as a condition of Closing, that the Easement Parcel shall be transferred and conveyed to BUYER in the same condition as of the date of SELLER's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Easement Parcel is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event BUYER elects not to terminate this Agreement, the Purchase Price shall be reduced by the appraised value, as approved by BUYER, of the damaged or destroyed improvements, and any casualty insurance proceeds shall belong to the SELLER.

18. SURVIVAL

The covenants, warranties, representations, releases, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Easement Deed.

19. OCCUPANCY AND POSSESSION

SELLER warrants that there are no parties in occupancy of the Easement Parcel other than SELLER.

20. SPECIAL CLAUSES

a. Environmental Conditions

i. For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws ("Environmental Laws") shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

ii. As a material inducement to BUYER entering into this Agreement, the SELLER hereby warrants and represents the following:

(1) The SELLER has obtained and is in full compliance with any and all permits regarding the Disposal of Pollutants on the Easement Parcel or contiguous property owned by SELLER.

(2) The SELLER is not aware nor does it have any notice, actual or constructive, of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Easement Parcel or on contiguous property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or threatened against the SELLER relating in any way to the Disposal of Pollutants on the Easement Parcel or on any contiguous property owned by SELLER.

iii. Liability. While this subparagraph 20.a. establishes contractual liability for the SELLER regarding pollution of the Easement Parcel as provided herein, it does not alter or diminish any statutory or common law liability of the SELLER for such pollution.

iv. Environmental Audit. The SELLER hereby allows BUYER full and free access to the Easement Parcel in order to perform environmental audits which assess the presence of Pollutants and their impact on the Easement Parcel. Said environmental audit is to be completed within ninety (90) days from the Effective Date, and BUYER may perform any and all updates thereof which BUYER, in its sole discretion, may deem necessary after such ninety (90) day period. Such environmental audits, together with any updates thereof, shall hereinafter be referred to collectively as the "Audit".

v. Pollutants.

(1) In the event that the Audit discloses the presence of Pollutants on the Easement Parcel, or any other condition that BUYER deems unacceptable in its sole discretion with respect to the Easement Parcel, BUYER may elect to terminate this Agreement by delivering written notice to SELLER prior to the Closing Date, and neither party shall have any further obligations under this Agreement except for material misrepresentations made by SELLER to BUYER.

(2) Should the BUYER elect not to terminate this Agreement, the SELLER shall at its sole cost and expense and prior to the Closing Date, complete any and all assessments, cleanup and monitoring of the Pollutants on the Easement Parcel, and take all actions necessary, to bring the Easement Parcel into full compliance with all Environmental Laws ("Remediation"). Prior to the Closing Date, SELLER shall furnish the BUYER with written proof, from the appropriate local, state and/or federal agency with jurisdiction over the Remediation that the Remediation has been satisfactorily completed and is in full compliance with all Environmental Laws, and that no further liability exists. In the event that the SELLER is unable, after diligent effort, to complete the Remediation prior to the Closing Date, the Closing Date shall be automatically extended for up to ninety (90) days.

b. SELLER's Attorney's Fees and Costs. SELLER acknowledges and agrees that SELLER shall be responsible for all attorney's fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement and that BUYER shall have no responsibility or obligation to pay for or reimburse SELLER, as provided under Chapter 73, Florida Statutes, for any attorney's fees or any costs incurred by SELLER in connection with the transaction contemplated by this Agreement.

c. Release. In consideration of the BUYER agreeing to acquire the Easement Parcel in accordance with the terms, conditions, and provisions of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SELLER hereby acquits, releases, exonerates, covenants not to sue, satisfies and forever discharges the BUYER, its agents, employees, officers, governing board members, independent contractors, successors and assigns, of and from all causes of action, claims bills, legislative remedies, damages, judgments, executions, claims, demands and all other loss, damage and liability, whatsoever (including but not limited to reasonable attorney's fees and costs), in law, in equity or otherwise, which SELLER ever had, now has, or hereafter can, shall or may have, known, unknown or hereafter becoming known, accrued or hereafter accruing against the BUYER, its agents, employees, officers, governing board members, independent contractors, successors and assigns for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world through the Closing, resulting directly, indirectly, or proximately from any and all actions or inactions by BUYER which impacted the Easement Parcel.

21. BROKER FEES

SELLER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing.

22. SELLER'S DELIVERIES

SELLER shall deliver to BUYER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Easement Parcel, if any.

b. Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits and environmental resource permits issued by the BUYER), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Easement Parcel, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the use or operation of the Easement Parcel, if any.

23. MISCELLANEOUS

a. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO BUYER:

Director of Land Acquisition Department
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24680
West Palm Beach, FL 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
West Palm Beach, FL 33406

Fax (561) 681-6233

TO SELLER:

Armando Valdes and Dareini Garcia
12880 SW 6th Street
Miami, FL 33184

Fax

A copy to:

or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

b. Severability. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

d. Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

e. Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by the BUYER and the SELLER shall control all printed provisions in conflict therewith.

f. Time. Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

g. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

h. Successors in Interest. This Agreement shall be legally binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement may not be assigned by SELLER without BUYER's prior written consent.

BUYER:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Chairman

ATTEST:

_____
Assistant Secretary

Executed by the BUYER on 5/10/2007.

Form Approved By:

_____
South Florida Water Management
District Counsel

SELLER:

By: _____
Armando Valdes

JOSE VALDES
Witness

Jose Valdes
Witness

NEREIDA ALFONSO
Witness

Nereida Alfonso
Witness

By: _____
Dareini Garcia

Executed by the SELLER on 4-10-07.

EXHIBIT "B" TO AGREEMENT FOR SALE AND PURCHASE BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND

ARMANDO VALDES AND DAREINI GARCIA
31-100-079

APPROVED EXCEPTIONS

None.

All recording information refers to the Public Records of Miami-Dade County, Florida unless otherwise specifically noted.