

AGREEMENT FOR EXCHANGE

THIS AGREEMENT FOR EXCHANGE (hereinafter called "Agreement"), is made and entered into as of this 21st day of Oct, 2005, by and between **HARRY T. HENNING and DIANE R. HENNING**, his wife, as to an undivided 1/2 interest; and **EDWARD GERALI and HOLLISS A. GERALI**, his wife, as to an undivided 1/2 interest, whose mailing address is 3100 East Highway 441, Lot 50, Leesburg, Florida 32748 (hereinafter referred to as "Henning's"), and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida, 32177 (hereinafter referred to as "District").

WITNESSETH THAT

WHEREAS, the Hennings are the owners of the fee simple title to certain real property situate in Lake County, Florida, depicted generally as Parcel A and Parcel B in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Parcel A", "Parcel B" and cumulatively referred to as "the Property"); and **WHEREAS**, District is proposing to construct culverts, canals and drainage infrastructure to hydrologically reconnect Lake Harris with Lake Griffin for the Harris Bayou Project (the "Harris Bayou Project"), which will require use of Parcel B; and **WHEREAS**, Hennings have agreed to convey to District, unencumbered fee simple title to Parcel B in exchange for the District undertaking certain activities on Parcel A, and the District has agreed to undertake certain activities on Parcel A in exchange for Hennings conveyance to the District of fee simple title to Parcel B, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, under the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and of the mutual

covenants hereinafter contained, and other good and valuable considerations, the parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **The Conveyance - Parcel B.** Hennings agree to convey and the District agrees to acquire for the terms and conditions herein set forth, Parcel B, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas and mineral rights, levees, dikes, canals, ditches, roads and Easements, appertaining thereto and all of the Hennings' right, title and interest therein.

2. **Consideration.** The consideration for conveyance shall be:

(A) District, at its sole cost and expense, shall obtain all permits necessary for construction of the Harris Bayou Project, (the "Permits") including filling of a wetland portion of Parcel A. The area to be filled is depicted on the sketch attached hereto as Exhibit "B". The Hennings will cooperate with the District by giving their consent to the applications for the Permits on the Property, if required, for the District to obtain Permit approval on that portion of the Permit involving the Property.

(B) Subject to approval of the applications for the Permits, the District shall be responsible, at its sole cost and expense, for filling said wetland portion of Parcel A, filled to an approximate elevation 65 NGVD, using fill material suitable for development.

District shall be responsible for compacting said fill material at the conclusion of the project to ensure an approximate elevation of 65 NGVD is achieved.

(C) The filling of the wetland area of Parcel A shall be completed no later than one (1) year following approval of the Permits; provided, however, the District shall make every reasonable effort to complete the filling activities prior to June 30, 2007. The Hemmings agree to grant to the District a six (6) month extension to fill the Parcel A should it incur delays in securing a fill permit and or experience weather delays. Except as otherwise provided in paragraph 2(G), should the District fail to fill Parcel A as provided for in this agreement, it would then pay the Hemmings the sum of \$473,000.00 which represents the reasonable cost for filling said property and assign the necessary permits to the Hemmings to fill the property.

(D) District shall be responsible for preparing the necessary design plans, and permit application for an access driveway to State Road 500 from Parcel A, in the area generally depicted on Exhibit "B" attached hereto and by this reference made a part hereof. The driveway will be designed in accordance with FDOT's standard index for a minimum of 24 feet in width with 35 foot radii returns on either side. District's construction and costs of construction of the driveway will be limited to the placement of the stabilizing material as needed for District construction purposes only.

(E) District shall be responsible for obtaining an Easement from such entities as are applicable over Florida Power Corporation right of way (the old railroad right of way which is currently used for utility and power lines), in the area generally depicted on Exhibit "B" attached hereto, which Easement will run with title to Parcel A and Parcel B. Said Easement shall include a right of ingress/egress to Parcel A and Parcel B, including the right to locate utilities and landscaping within the said Easement.

(F) District shall be responsible for payment of costs incurred by Hemmings' attorney in the amount of Five Thousand and No/100 Dollars (\$5,000.00). In addition, the District will pay to the Hemmings the sum of \$50,000.00 for reimbursement of its attorney's fees. These fees and costs will be paid to Wilson, Garber & Small, P.A. by December 31, 2005.

(G) Within thirty (30) days after the requirements of the District in Paragraph 2 (A)(E) and (F) have been completed, Hemmings shall deliver to the District a General Warranty Deed transferring fee simple title to the District over Parcel B excluding any portion in canal at north boundary along with a 250 foot wide strip of property located south of and adjacent to the north boundary of Parcel B as shown on Exhibit "B", together with an Easement for ingress and egress across the new access driveway adjoining S. R. 500 described above. The District shall record said Deed in the Public Records of Lake County, Florida. In the event said permits have not been obtained by December 31, 2006, each party will be relieved of its responsibility contained in this agreement except for sub paragraph F above which shall remain in full force and effect. (H) Within thirty (30) days after the District has received a permit for filling of the wetland portions of Parcel A, as provided herein, Hemmings agree to provide the District with a Temporary Easement for use of Parcel A as a "staging area" in connection with the District's construction of the Haris Bayou project and for filling wetlands and constructing access roads. Said Temporary construction Easement shall terminate upon completion of all construction activities as provided herein.

memorandum hereof may be recorded in the Public Records of any county in the State of Florida.
15. Recording of this Agreement. Neither this Agreement nor any interpreted according to the laws of the State of Florida.

14. Governing Law/Attorney's Fees. This Agreement shall be construed and forth in the Agreement.
13. Time is of the Essence. Time is of the essence with respect to all matters set forth in the Agreement.
12. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any Instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the District of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the District to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

11. Non-Waiver of District's Regulatory Powers. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations.

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof as aforesaid.

with a copy to:
Donald F. Wright, Esquire
Wright, Fulford, Moorhead & Brown, P.A.
145 North Magnolia Avenue
Orlando, Florida 32801
Phone: (407) 425-0234 Fax: (407) 425-0260

with a copy to:
Kurt H. Garber, Esquire
Wilson, Garber & Small
437 North Magnolia Avenue
Orlando, Florida 32801
Phone: (407) 843-4321 Fax: (407) 423-1505

(B) District: St. Johns River Water Management District
Attn.: Director, Division of Land Acquisition
4049 Reid Street
Palatka, Florida 32177
Phone: (386) 329-4397 Fax: (386) 329-4848

(A) Hennings:
Harry T. Hennings and Diane R. Hennings
Edward Gerali and Hollie A. Gerali
3100 East Highway 441, Lot 50
Leesburg, Florida 32748
Phone: () - Fax: () -

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

HENNING

Signed, Sealed and delivered
in the presence of:

HARRY T. HENNING

Print name: _____

DIANE R. HENNING

Print name: _____

EDWARD GERALI
Edward G. Gerali

Print name: Lois Comstock
Lois Comstock

HOLLIS A. GERALI
Hollis A. Gerali

Print name: Lois Comstock
Lois Comstock
Print name: Mary Thrid
Mary Thrid

Print name: Lois Comstock
Lois Comstock
Print name: Mary Thrid
Mary Thrid

Print name: _____

Print name: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

HENNINGS

HARRY T. HENNING

Harry T. Henning

DIANE R. HENNING

Diane R. Henning

EDWARD GERALI

HOLLIS A. GERALI

Signed, Sealed and delivered
in the presence of:

Print name: *Barbara J. Stewart*
Barbara J. Stewart

Print name: *William J. Stewart*
William J. Stewart

Print name: *Barbara J. Stewart*
Barbara J. Stewart

Print name: *William J. Stewart*
William J. Stewart

Print name: _____

Print name: _____

Print name: _____

Print name: _____

DISTRICT

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: [Signature]
KIRBY B. GREEN III
Executive Director

ATTEST:

By: [Signature]
WILLIAM H. CONGDON
Deputy General Counsel

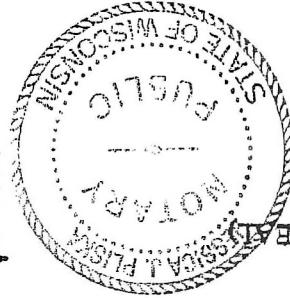
FOR USE AND RELIANCE ONLY BY ST.
JOHNS RIVER WATER MANAGEMENT DISTRICT,
LEGAL FORM AND CONTENT APPROVED;
Wright, Fulford, Moorhead & Brown, P.A.

By: [Signature]
Donald F. Wright, Esquire

STATE OF ~~FLORIDA~~ WISCONSIN
COUNTY OF Oneida

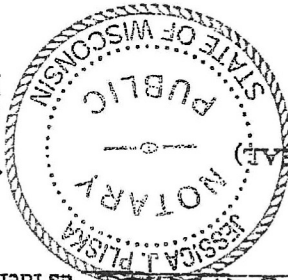
The foregoing instrument was acknowledged before me this 23rd day of Sept., 2005, by HARRY T. HENNING, who is personally known to me or produced by Harry T. Henning as identification.

[Signature]
Notary Public-State of ~~Florida~~ WISCONSIN
Print Name: Jessica J Pilska
My Commission Expires: June 15, 2008



STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF ~~Okla~~ida

The foregoing instrument was acknowledged before me this 23rd day of Sept., 2005, by DIANE R. HENNING, who is personally known to me or produced Driver's License as identification.



(NOTARIAL SEAL)
Notary Public-State of ~~Florida~~ Wisconsin
Print Name: Jessica T. Pliska
My Commission Expires: June 15, 2008

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by EDWARD GERALD, who is personally known to me or produced _____ as identification.

(NOTARIAL SEAL)

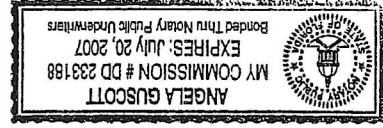
Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by HOLLIE A. GERALD, who is personally known to me or produced _____ as identification.

(NOTARIAL SEAL)

Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____

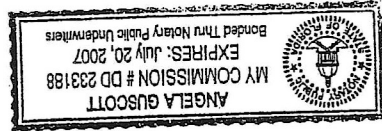


(NOTARIAL SEAL)

Notary Public-State of Florida
Print Name: Angela Guscott
My Commission Expires: 07-20-07

The foregoing instrument was acknowledged before me this 26 day of Sept., 2005, by **HOLLIS A. GERALI**, who is personally known to me or produced _____ as identification.

STATE OF FLORIDA
COUNTY OF Lake



(NOTARIAL SEAL)

Notary Public-State of Florida
Print Name: Angela Guscott
My Commission Expires: 07-20-07

The foregoing instrument was acknowledged before me this 26 day of Sept., 2005, by **EDWARD GERALI**, who is personally known to me or produced 61490-230-40-172-0 FL. Drivers License as identification.

STATE OF FLORIDA
COUNTY OF Lake

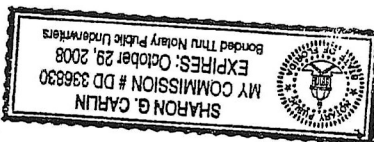
Notary Public-State of Florida
Print Name: _____
My Commission Expires: _____

(NOTARIAL SEAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by **DIANE R. HENNING**, who is personally known to me or produced _____ as identification.

STATE OF FLORIDA
COUNTY OF _____

(NOTARIAL SEAL)



Notary Public-State of Florida
Print Name: SHARON G. CARLIN
My Commission Expires: 10/29/08

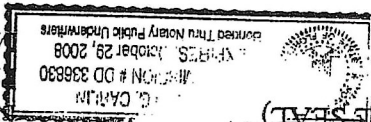
Sharon G. Carlin

DISTRICT.

The foregoing instrument was acknowledged before me this 21st day of October, 2005, by WILLIAM H. CONGDON, personally known to me and known to me to be the ~~Deputy~~ General Counsel of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

STATE OF FLORIDA
COUNTY OF Polk
Kathryn L. Mennella for

(NOTARIAL SEAL)



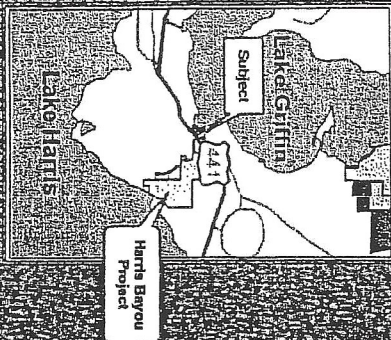
Notary Public-State of Florida
Print Name: SHARON G. CARLIN
My Commission Expires: 10/29/08

Sharon G. Carlin

DISTRICT.

The foregoing instrument was acknowledged before me this 12th day of October, 2005, by KIRBY B. GREEN III, personally known to me and known to me to be the Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

STATE OF FLORIDA
COUNTY OF Polk



Lake Griffin

Parcel B

Parcel A

Florida Power Corporation ("FPC") Right-of-Way

State Road 44

U.S. Highway 441 (State Road 500)

This information is for the purpose of illustration only. It is not intended to be used for any other purpose. All other information not shown here can be obtained by contacting:
Land Acquisition GIS
2405 Road Street, Palmdale, CA 93550
Phone: 321.777.1011 (380) 328-4500
Fax: 321.777.1011

Exhibit A
Subject Property

A north arrow is located at the top left of the block. Below it is a scale bar with markings at 0, 200, and 400 feet. The text '1:27,914' is printed below the scale bar.

