Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

Agenda Item No. 14(A)(52)

To: Honorable Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving an "Agreement to Purchase Development Rights/Conservation Easements" (PDR) to Preserve Viable Farmland, Approximately 85 Acres, Located at SW 272 to 304 Streets and SW 212 Avenue as part of the *Building Better Communities* General Obligation Bond Purchase of Development Rights Program

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the attached "Agreement to Purchase Development Rights/Conservation Easements" which has been negotiated by the County in accordance with Resolution No. R-1036-07 which established the Purchase Development Rights Program (PDR). The PDR Program is funded through the Building Better Communities General Obligation Bond Program (BBC GOB).

Scope

These parcels are located in Commission District 9. However, the PDR Program is Countywide in nature as it contributes to the cultural heritage and environmental quality of the region.

Fiscal Impact/Funding Source

The PDR Program is funded by the BBC GOB Program (Project 10), with a total allocation of $30 million. The negotiated price for the easements is $2,380,000. The County will be reimbursed 50% of that cost by the Federal Farm and Ranch Lands Protection Program, making the County's final obligation for the purchase $1,190,000.

Track Record/Monitor

This program is monitored by the County's Agricultural Manager, Charles LaPradd, who serves as the PDR Administrator.

Delegation of Authority

There is no additional delegation of authority related to this item.

Background

In November 2004, Miami-Dade County voters approved the Building Better Communities General Obligation Bond Program which included $30 million to preserve viable farmland through the acquisition of development rights on property suitable for agricultural use. The value of land for agricultural use often is significantly less than the value of land sold for development. For that reason, many agricultural landowners choose to sell their farmland for development, threatening the community's agricultural heritage and quality of life. Without programs to help farmers find alternatives to liquidating businesses, farms will continue to disappear at an increasing rate. The PDR Program allows agricultural landowners to retain their existing use rights while receiving compensation for the land's development value.

The properties were reviewed by Charles LaPradd, the County's Agricultural Manager, Don Pybas, Division Director, Cooperative Extension Office, Consumer Services Department and Subrata Basu, Assistant Director for Planning, Department of Planning and Zoning. Following the review of all applications, I am forwarding to you two properties (attached) totaling 85 acres for

consideration as the first purchases. The properties are viable for agriculture production and actively farmed. The recommendation to purchase these properties is based on the current pattern of development, future development pressure and trending as well as the location to protected lands and proximity to other available properties. These properties are in an area I feel is significant for preservation under the PDR Program.

The properties meet the requirements of the Program, in that they:

- are actively farmed
- are free from enforcement activities
- have available density
- are designated agriculture on the CDMP map
- are properly zoned and located outside the UDB

The appraisals of the properties were completed in May of 2008. At that time, the appraisals valued the development rights considerably high. Since that time, property values and comparable sales have decreased notably. Updated appraisals were completed on April 17, 2009 and the purchase price of the easement was based on values obtained from the final appraisals. The County is purchasing the properties at less than appraised value.

It is being requested that this easement remain in place in perpetuity.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

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

SUBJECT: Agenda Item No. 14(A)(52)

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 Mayor'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. 14(A)(52)
7-21-09

RESOLUTION NO. _____

RESOLUTION APPROVING AN "AGREEMENT TO PURCHASE DEVELOPMENT RIGHTS/CONSERVATION EASEMENT" IN THE AMOUNT OF $2,380,000.00, OF APPROXIMATELY 85 ACRES, WITH 60 ACRES LOCATED AT SW 272 STREET AND SW 212 AVENUE AND 25 ACRES LOCATED AT SW 304 STREET AND SW 212 AVENUE AS PART OF THE COUNTY'S PURCHASE OF DEVELOPMENT RIGHTS PROGRAM WITH DANIEL LYONS AND JANE LYONS AS SELLERS; PROJECT FUNDING SOURCE INCLUDING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS; AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Agreement to Purchase Development Rights/Conservation Easement from Daniel Lyons and wife Jane Lyons as sellers for the purchase of property more specifically described in Attachment 1, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida, and to exercise the provisions contained herein.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. 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.

Jorge Martinez-Esteve

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 20__, by and between Daniel Lyons and wife Jane Lyons ("Grantors"), having an address at 18305 SW 292 Street, Homestead, FL 33030 and Miami-Dade County ("Grantee"), having an address at 111 N.W. 1st Street, Miami, FL 33128.

Exhibits to this Easement include the following:

1. Exhibit A - Legal Description of the Property
2. Exhibit B - Map of the Property
3. Exhibit C - Initial Property Evaluation Report

WITNESSETH

WHEREAS, Miami-Dade County, is a political subdivision of the State of Florida; and,

WHEREAS, it is the policy of Miami-Dade County to purchase conservation easements on viable private agricultural property, preserve farmland and support viable farm operations, protect open space, maintain the agricultural areas rural character, and quality of life by removing the residential development rights for said property, thereby protecting valuable agricultural land from residential development and creating the opportunity for continued agricultural usage; and,

WHEREAS, Grantors own in fee simple 25 acres, more or less, of certain real property (the "Property") situated, lying and being in Miami-Dade County, Florida, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by _____ by Deed dated _____and recorded among the public records of Miami-Dade County, Florida in Folio(s) 30-7809-000-0170; 30-7809-000-0169; 30-7809-000-0177. The address of the property is SW 304 Street and SW 212 Avenue; and,

WHEREAS, Grantors and Grantee recognize the open-space conservation value of the Property in its present state, as an agricultural and/or rural area that has not been subject to development; and,

WHEREAS, Grantee intends that the Property be maintained in agricultural production and that the conservation values of the Property be preserved by the agricultural uses that have proven historically compatible with such values; and,

WHEREAS, Grantors intend, as the owner of the Property, to convey to Grantee the right to preserve and protect the conservation value of the Property in perpetuity; and,

WHEREAS, Grantee agrees, by acceptance of this Easement, to honor the intentions of the Grantors stated herein to preserve and protect in perpetuity the

conservation value of the Property for the benefit of this generation and generations to come; and,

WHEREAS, the parties to this Easement agree to interpret this Easement to give full effect to the Miami-Dade County Purchase of Development Rights Program ("PDR Program") as established by Resolution R-1036-07, adopted by the Board of County Commissioners on September 18, 2007; and,

WHEREAS, the specific agricultural resources and conservation values of the Property are further documented in an inventory of relevant features of the Property, dated _____, on file in the office of the County's Agricultural Manager and incorporated herein by reference, which consists of reports, maps, photographs and other documentation that the parties agree provides an accurate representation of the Property as of the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with terms of this Easement;

NOW, THEREFORE, as an absolute gift for no monetary consideration ($0.00) but in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth, Grantors voluntarily, unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity, an Easement of the nature and character and to the extent herein set forth, with respect to the Property, and Grantee hereby accepts said Easement.

1. PURPOSE

The purpose of this Easement, as described in the recitals above, which are hereby incorporated into this Easement, is to maintain the agricultural use, significant conservation values, and the scenic, cultural and rural characteristics of the Property, and to give full effect to the goals of the PDR Program, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features, characteristics and agricultural use of the Property.

2. DURATION OF EASEMENT

This Easement shall be perpetual in duration. It is an easement in gross and as such is inheritable and assignable in accordance with Section 9 and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

3. PERMITTED ACTIVITIES AND PRACTICES

A. Agricultural Use.

Grantors may use the Property for only those uses permitted in the Miami-Dade County AU (Agricultural) Zoning District, as amended from time to time, subject to the restrictions contained in this Easement. Grantors agree to abide by any subsequent

amendments to the requirements and permissible uses of the AU Zoning District. Grantor and Grantee intend that this Easement shall confine the uses of the Property to agricultural, ranching, farming and residential uses associated with the permitted activities on the Property, and such other related uses as are described herein.

B. Residential Use.

Grantors and their families, lessees, heirs and assigns may reside on the Property in existing single-family residences. Any existing single-family residences may be repaired and replaced and no more than Ø additional single-family residences may be developed on the Property.

C. Utility Easements.

Grantors may grant utility easements to public and quasi-public utilities in furtherance of the purpose of this Easement, and for existing agricultural and residential uses of the Property.

D. Exercise of Rights by Grantors.

All rights reserved by Grantors or activities not prohibited by this Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open-space character of the Property.

4. PROHIBITED AND RESTRICTED ACTIVITIES

A. Generally.

Activities other than those permitted in Section 3 above are prohibited. Prohibited activities include, but are not limited, to the following:

B. Commercial or Industrial Use.

The establishment of any non-agricultural commercial or industrial uses except for: (1) commercial activities within structures used as single-family residences (for example, a professional office and an at-home day care); (2) commercial activities related to permitted uses within structures used primarily for those uses (for example, a farm machine repair shop, a seed and mineral shop, farm tours and the making of farm products such as jams, jellies and juices); and (3) the sale to the public of agricultural products on the Property. Any commercial recreation not prohibited by the preceding sentence shall be limited to a *de minimis* amount, as determined in the sole discretion of the Agricultural Manager. Neither agriculture nor the production or processing of food and fiber products shall be considered commercial or industrial use.

C. Billboards and Signs.

Display of billboards, signs or advertisements is prohibited on or over the Property, except those related to the permitted use of the Property and allowed by the Miami-Dade County Code.

D. Dumping.

Dumping or placement of soil, trash, garbage, waste, abandoned vehicles, appliances, and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary and related to permitted uses on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Easement and means of access. Such dumping or disposal or organic materials shall be in accordance with applicable federal, state and county laws and generally accepted agricultural management practices.

E. Excavation.

Excavation, dredging, blasting, mining and removal of loam, earth, gravel, soil, rock, sand, and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for permitted uses on the Property, or (3) for the construction and/or maintenance of permitted structures, home sites, means of access and wildlife habitat.

F. Removal of Wetlands.

Other than creation and maintenance of man-made ponds for the purpose of aquaculture and agricultural drainage ditches, diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Florida state law or Federal law as wetlands at the time of the proposed activity.

G. Buildings and Structures.

Buildings, means of access and other structures are prohibited on the Property, except those allowed in Section 3 above.

H. Subdivision.

The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that a lease of a portion or all of the Property for agricultural use shall not be prohibited. The Grantor and Grantee agree that the Property consists of five (3) legal parcel(s) and that no additional, separate legal parcels currently exist within the Easement Area. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Easement Area. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another

property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

I. Roads.

The construction, reconstruction or replacement of any road or structure within the Property, except as provided in this Easement.

J. Erosion.

Any use or activity which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.

K. Watercourses.

The alteration or manipulation of watercourses located on the Property or the creation of new water impoundments or watercourses for any purposes other than permitted agricultural uses of the Property.

L. Feedlots.

The construction, maintenance or use of any commercial animal feedlot on the Property; provided, however, that locations which total less than two percent (2%) of the acreage of the Property may be used for animal feedlots that are restricted to animals raised on the Property; and, provided further, that such locations are located away from the viewsheds of any public roads or trails.

M. High-Intensity Activities.

The use of the Property for construction or operation of a golf course, commercial recreational facility, or similar high intensity activity.

5. AFFIRMATIVE RIGHTS CONVEYED TO GRANTEE

To accomplish the purpose of this Easement, the following rights and interests are conveyed to Grantee by this Easement:

A. Right to Protect Property.

To identify, preserve, protect in perpetuity the agricultural resources of the Property including the character, use, utility, soil and water quality.

B. Prevent Prohibited Activities.

To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and the PDR program and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is the intention of the Easement not to limit the Grantor's discretion to employ various choices of agricultural, farming and ranching uses and management practices within the Property so long as those uses and practices are consistent with the purpose and terms of this Easement.

C. Erect Signs or Markers.

To erect and maintain a sign or signs or other appropriate markers in prominent locations on the Property, visible from a public road, bearing information indicating that the Property is protected by Grantor and Grantee. The wording shall be determined by Grantee, but shall indicate that the Property is privately owned and not open to the public. Grantee shall be responsible for the costs of erecting and maintaining such signs or markers.

D. Development Rights.

Grantor hereby grants to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property.

E. Right of Entry.

Grantee shall have the right to enter the Property at reasonable times for the purposes of: (1) conducting annual monitoring inspections as required by the PDR Program; (2) monitoring or inspecting the Property at any time to determine whether the Grantors are complying with this Easement; or (3) preventing, terminating or mitigating a suspected or actual violation of this Easement. Such entry shall be upon sending prior notice to Grantors, unless the threat of irreparable harm to the Grantee's Easement rights makes giving prior notice impracticable.

6. NOTICE AND APPROVAL

A. Generally.

In any case where this Easement requires the permission, consent or approval ("Approval") of Grantee, the Approval shall be requested by written notice to Grantee at least ninety (90) business days, unless otherwise specified, before the proposed activity or use. The notice shall describe the nature, scope, design, location, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed

judgment as to its consistency with the purpose of this Easement. Any notices by Grantors to Grantee shall be sent by registered or certified mail, return receipt requested, addressed to Miami-Dade County, County Executive Office, 111 NW 1 Street, 29th Floor, Miami, Florida 33128, or to such other address as Grantee may establish in writing on notification to Grantors.

B. Notice of Construction.

Grantors shall notify Grantee at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the approval of Grantee. Such approval shall be granted or denied based on the Grantee's opinion as to whether or not the proposed location conforms to this Easement.

C. Notice of Adverse Effect.

If Grantors believe or reasonably should believe that the exercise of a right not prohibited by this Easement may have a significant adverse effect on the purpose of this Easement or the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right.

7. ENFORCEMENT AND REMEDIES

A. Generally.

Enforcement of the terms, conditions, and restrictions of this Easement shall be at the reasonable discretion of Grantee and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed to be a waiver of Grantee's rights hereunder. Upon any breach of this Easement by Grantors, the Grantee shall give the Grantors written notice of the violation or potential violation, and thirty (30) days to correct it before filing any legal action, unless an ongoing or imminent violation could cause irreparable harm to the Grantee's Easement rights. Following the notice period, if any, the Grantee may exercise any or all of the following remedies:

1. institute suits to enjoin any breach or enforce any Term by temporary and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order; and

2. require that the Property be restored promptly to the condition required by this Easement; and

3. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any of the values protected by this Easement, including, without limitation, damages for the loss of agricultural resources and/or conservation values.

4. Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No Estoppel.

No failure on the part of Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Costs.

Any costs incurred by the Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, attorneys' fees and costs and any costs of restoration necessitated by the Grantors' violation of the terms of this Easement shall be borne by Grantors.

8. NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

9. ASSIGNMENT

A. Assignment or Transfer by Grantee.

Grantee may assign, upon prior written notice to Grantors, its rights under this Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purpose of this Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Easement or the rights and duties of enforcement herein set forth, or if the proceedings are instituted for condemnation of this Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code.

No assignment may be made by Grantee of its rights under this Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purpose of this Easement.

B. Assignment or Transfer by Grantor.

Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantors are divested of any interest in all or a portion of the Property, including, without limitation, any leasehold interest. The failure of the Grantors to perform any act required by the section shall not affect the validity of such transfer nor shall it impair the validity of this Easement or limit its enforceability in any way.

In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

10. INDEMNIFICATION

Grantors shall release and hold harmless, indemnify and defend Grantee and its employees, agents, contractors and the heirs, personal representatives, successors and assigns to each of them ("Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments in any way connected with: (a) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of the Indemnified Parties; (b) the violation or alleged violation or other failure to comply with, any state, federal or local law, regulation or requirement, including, without limitation, environmental or hazardous waste provisions; and (c) the obligations and costs associated with the Grantors' responsibilities specified in Section 15.

11. MERGER

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Easement. If any term is found to be invalid, the remainder of the terms of this Easement, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

12. EXTINGUISHMENT

If circumstances arise in the future that render the entire purpose of this Easement impossible to accomplish, this Easement may only be terminated or extinguished whether

with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantors and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of additional improvements made by Grantors after the effective date of this Easement, which amount is reserved to Grantors) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of the preceding paragraph, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

13. CONDEMNATION

If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantors and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. The Grantee's share of the balance shall be determined by the ratio of the value of the Easement to the value of the Property unencumbered by the Easement.

14. SUBORDINATION

Grantors certify that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Easement. Grantors have provided, or shall provide, a copy of this Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lien holders"), already affecting the Property or which will affect the Property prior to the recording of this Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lien holders has subordinated, or shall subordinate prior to recordation, the Liens to this Easement either by signing a subordination instrument contained at the end of this Easement which shall become a part of this Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

15. COSTS AND LIABILITIES

Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to payment of property taxes and assessments of any kind, costs associated with fire management and agricultural regulations and maintenance of adequate comprehensive general liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any

construction or other activity or use permitted by this Easement and all such construction or other activity or use shall be undertaken in accordance with all applicable laws, regulations and requirements.

16. RECORDATION

Grantee shall record this instrument in a timely fashion among the public records of Miami-Dade County, Florida, and may re-record it at any time.

17. "GRANTORS" DEFINED

For purposes of this Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the original Grantors herein unless said original Grantors are still the then current fee simple owners of the Property, except that if any Grantors have violated any term of this Easement, they shall continue to be liable therefore.

18. WARRANTIES.

Grantor hereby warrants and represents that Grantor is lawfully seized of the Property in fee simple and has good right and title to grant and convey this Easement to Grantee, and that the Property is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Easement.

19. CONSTRUCTION

The parties expressly acknowledge and agree that this Easement is the result of mutual arms-length negotiations, and that this Easement shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Easement.

TO HAVE AND TO HOLD unto Miami-Dade County, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions-imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

_____ (SEAL)
Name

_____ (SEAL)
Name

STATE OF FLORIDA, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 200_, before me the subscriber, a Notary Public of the State aforesaid, personally appeared known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notary Seal.

_____
Notary Public
My Commission Expires: _____

STATE OF FLORIDA, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Easement

and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notary Seal.

_____
Notary Public
My Commission Expires:

ACCEPTED BY GRANTEE:

MIAMI-DADE COUNTY

By: _____

LEGAL DESCRIPTION

The following legal descriptions were taken from the April 29, 1996 warranty deed (as to folio numbers ending in 0160 and 0177) and from the special warranty deed dated July 1, 2001 (as to folio number ending in 0170).

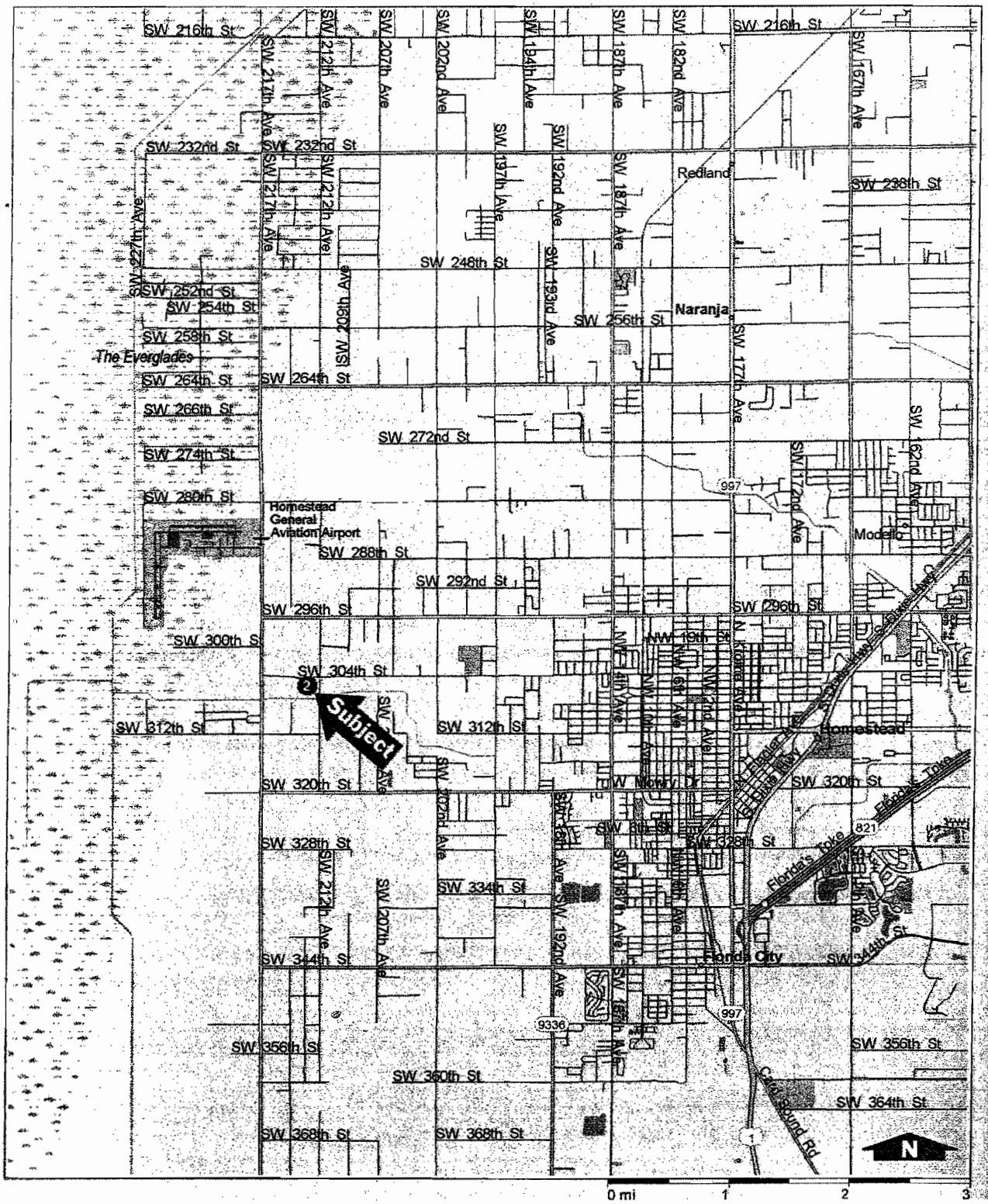
Folio Nos. 30-7809-000-0160 and 0177

> **The South ½ of the NW ¼ of the NE ¼ of the SW ¼, subject to the East 25 feet thereof for road right-of-way, and the North ½ of the SW ¼, of the NE ¼ of the SW ¼, subject to the East 25 feet thereof for road right-of-way, Section 9, Township 57 South, Range 38 East, Miami-Dade County, Florida**

Folio No. 30-7809-000-0170

> **The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, less the North 35 feet and less the East 35 feet and the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, less the North 35 feet and less the West 25 feet, in Section 9, Township 57 South, Range 38 East, lying and being in Dade County, Florida.**

NEIGHBORHOOD MAP



20

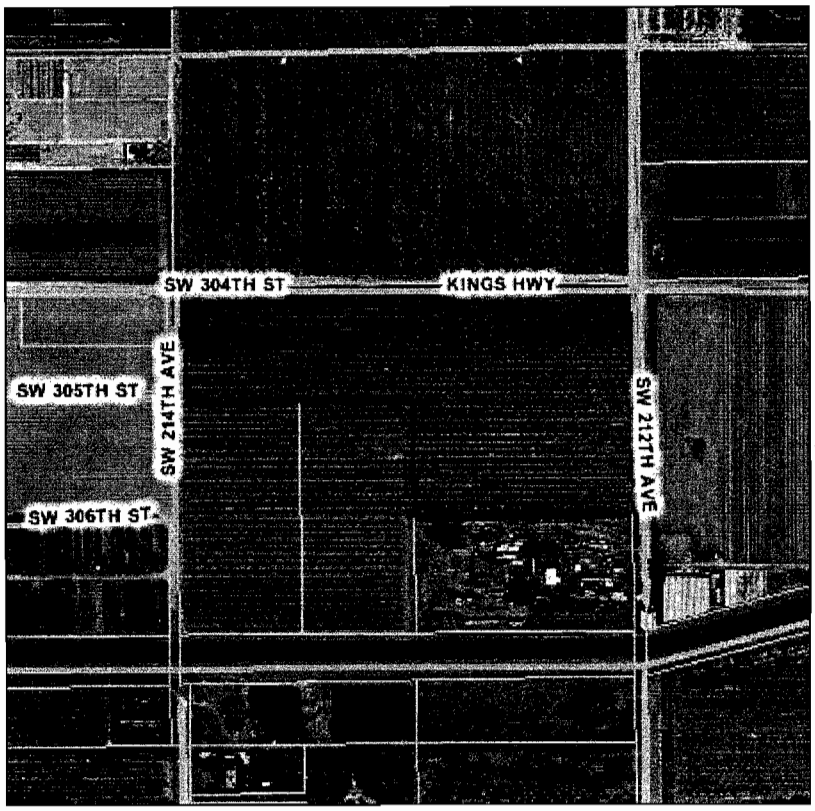
SLACK JOHNSTON MAGENHEIMER

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 226 ft

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Close

Summary Details:

Folio No.:	30-7809-000-0170
Property:	
Mailing Address:	DANIEL D LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	13 ACRES
Year Built:	0
Legal Description:	9 57 38 13.08 AC NE1/4 OF NE1/4 OF SW1/4 LESS N35 FT & LESS E35FT & N1/2 OF NW1/4 OF NE1/4 OF SW1/4 LESS N35FT & LESS W25FT LOT SIZE IRREGULAR

Sale Information:

Sale O/R:	17196-4435
Sale Date:	4/1996
Sale Amount:	$130,000

Assessment Information:

Year:	2008	2007
Land Value:	$784,800	$784,800
Building Value:	$0	$0
Market Value:	$784,800	$784,800
Assessed Value:	$784,800	$784,800

Exemption Information:

Year:	2008	2007
Agricultural:	$752,100	$752,100

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$752,100/ $32,700	$752,100/ $32,700
County:	$752,100/ $32,700	$752,100/ $32,700
School Board:	$752,100/ $32,700	$752,100/ $32,700

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My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Digital Orthophotography - 2007 0 167 ft

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Close

Summary Details:

Folio No.:	30-7809-000-0169
Property:	
Mailing Address:	DANIEL LYONS 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5 ACRES
Year Built:	0
Legal Description:	9 57 38 5 AC M/L W1/2 OF S1/2 OF NW1/4 OF NE1/4 OF SW1/4 & W1/2 OF N1/2 OF SW1/4 OF NE1/4 OF SW1/4 OR 19824-1039-58 072001 2 (2) OR 19824-1054 0701 02

Sale Information:

Sale O/R:	19824-1054
Sale Date:	7/2001
Sale Amount:	$150,800

Assessment Information:

Year:	2008	2007
Land Value:	$375,000	$375,000
Building Value:	$0	$0
Market Value:	$375,000	$375,000
Assessed Value:	$375,000	$375,000

Exemption Information:

Year:	2008	2007
Agricultural:	$362,500	$362,500

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$362,500/ $12,500	$362,500/ $12,500
County:	$362,500/ $12,500	$362,500/ $12,500
School Board:	$362,500/ $12,500	$362,500/ $12,500

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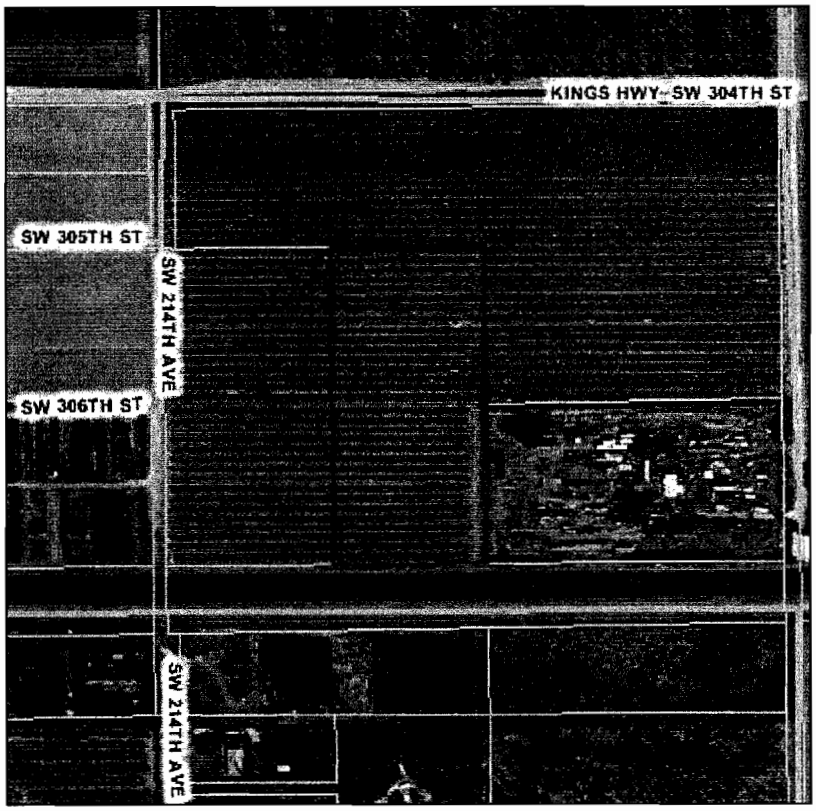
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 167 ft

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Close

Summary Details:

Folio No.:	30-7809-000-0177
Property:	
Mailing Address:	DANIEL LYONS 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5 ACRES
Year Built:	0
Legal Description:	9 57 38 5 AC M/L E1/2 OF S1/2 OF NW1/4 OF NE1/4 OF SW1/4 & E1/2 OF N1/2 OF SW1/4 OF NE1/4 OF SW1/4 OR 19824-1039-59 2 (2) OR 19824-1054 0701 02

Sale Information:

Sale O/R:	19824-1054
Sale Date:	7/2001
Sale Amount:	$150,800

Assessment Information:

Year:	2008	2007
Land Value:	$375,000	$375,000
Building Value:	$0	$0
Market Value:	$375,000	$375,000
Assessed Value:	$375,000	$375,000

Exemption Information:

Year:	2008	2007
Agricultural:	$362,500	$362,500

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$362,500/ $12,500	$362,500/ $12,500
County:	$362,500/ $12,500	$362,500/ $12,500
School Board:	$362,500/ $12,500	$362,500/ $12,500

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Exhibit C

Official Use Only
Cycle: C 2009
Eligible: (Y) N
R/Date:
CDMP: AS
Units 5

Purchase of Development Rights
Property Evaluation Report

Folio Number(s): 30-7809000-0170, 0161 and 0172

Property Owner(s): Daniel Lyons + Wife Jane

Property Address: SW 304 Street and SW 212 Ave.

The following is for use by Miami-Dade County to evaluate properties for the Purchase of Development Rights (PDR) program applications by landowners interested in voluntarily protecting farmland from development. The PDR program guidelines were approved under Resolution # R-1036-07.

Eligibility:

To be eligible for the PDR program, a property must meet the following criteria:

- Parcel located in Miami-Dade County: Y N
- Property owner submitted a completed application: Y N
- Parcel is designated Agriculture or Open Land on Miami-Dade County's Comprehensive Development Master Plan Land Use Plan map (CDMPLU): Y N
  Designation AS
- Property is free of any enforcement activity by Miami-Dade County: Y N
- Property is in compliance with Miami-Dade County requirements for minimum lot area: Y N
- Property is located outside of the Urban Development Boundary line: Y N
- At least 70% of property is in active agriculture: Y N
- Available density: Y N; Units available 5
- Viable farmland: Y N

Preparer's initials: [illegible]

I. Property Conditions

1. Size of property: ~3; number of tracks 3
   (For separate tracks that are adjacent to each other and part of the same application, the total area may be used for calculation)

2. Predominate soil type: KVGL

   Krome Very Gravely Loam
   Marl
   Chekika Very Gravely Loam

3. Percent of land under cultivation: 100% Less R/W Crop type and acreage for each:
   a Pasture

4. Percent of land in natural areas, include type and acreage: N/A

5. Historic agricultural use of property
   Property has contained continued agricultural uses for: More than 30 years.

II. Land Use Factors

1. Percent of area in agriculture and open space use within one mile of parcel: 80%

2. Percent of area within 1 mile of the site in AU or GU Zoning: 85%

3. Distance of parcel from the Urban Development Boundary (in miles): 3.5

4. Percent of perimeter adjacent to non-agricultural uses: 15%

III. Historic, Archaeological, Scenic and Environmental Qualities

1. Does the property have significant natural features? Y N
   Document & Explain _____

2. Does the property have significant archaeological features? Y N
   Document & Explain _____

3. Does the property have significant historic features? Y N
   Document & Explain _____

4. Is the property a centennial farm? Y N

Preparer's initials: _____

IV. Proximity to Public Lands

1. Proximity to permanently protected County or State land. Document properties within 2 miles. If none, list closest property and distance:
   Several NFC forest communities less than 2 miles from property

2. Proximity to a National Park, with mileage.
   Everglades Nat. Park less than 3 miles west

3. Other protected lands within 2 miles of the property (provide distance and description): Water Management District Property less than 2 miles west

V. Structures

Does the property contain any structures, signage or improvements: Y N

Describe the structures, signage or improvements contained on the property (include use and size):
One pump and slab
6 x 10 Feet

VI. Other

List any additional observations that may assist in the evaluation of this property for the Miami-Dade County Purchase of Development Rights program:

Preparer: Charles LaPoll

Signature: [illegible] Date: [illegible]

Preparer: _____

Signature: _____ Date: _____

Preparer: _____

Signature: _____ Date: _____

Preparer's initials: _____

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 20__, by and between Daniel Lyons and wife Jane Lyons ("Grantors"), having an address at 18305 SW 292 Street, Homestead, FL 33030 and Miami-Dade County ("Grantee"), having an address at 111 N.W. 1st Street, Miami, FL 33128.

Exhibits to this Easement include the following:

1. Exhibit A - Legal Description of the Property
2. Exhibit B - Map of the Property
3. Exhibit C - Initial Property Evaluation Report

WITNESSETH

WHEREAS, Miami-Dade County, is a political subdivision of the State of Florida; and,

WHEREAS, it is the policy of Miami-Dade County to purchase conservation easements on viable private agricultural property, preserve farmland and support viable farm operations, protect open space, maintain the agricultural areas rural character, and quality of life by removing the residential development rights for said property, thereby protecting valuable agricultural land from residential development and creating the opportunity for continued agricultural usage; and,

WHEREAS, Grantors own in fee simple 60 acres, more or less, of certain real property (the "Property") situated, lying and being in Miami-Dade County, Florida, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by _____ by Deed dated _____and recorded among the public records of Miami-Dade County, Florida in Folio(s) 30-6833-000-0350; 30-6833-000-0340; 30-6833-000-0360; 30-6833-000-0330; 30-6833-000-0300. The address of the property is SW 272 Street and SW 212 Avenue; and,

WHEREAS, Grantors and Grantee recognize the open-space conservation value of the Property in its present state, as an agricultural and/or rural area that has not been subject to development; and,

WHEREAS, Grantee intends that the Property be maintained in agricultural production and that the conservation values of the Property be preserved by the agricultural uses that have proven historically compatible with such values; and,

WHEREAS, Grantors intend, as the owner of the Property, to convey to Grantee the right to preserve and protect the conservation value of the Property in perpetuity; and,

WHEREAS, Grantee agrees, by acceptance of this Easement, to honor the intentions of the Grantors stated herein to preserve and protect in perpetuity the

conservation value of the Property for the benefit of this generation and generations to come; and,

WHEREAS, the parties to this Easement agree to interpret this Easement to give full effect to the Miami-Dade County Purchase of Development Rights Program ("PDR Program") as established by Resolution R-1036-07, adopted by the Board of County Commissioners on September 18, 2007; and,

WHEREAS, the specific agricultural resources and conservation values of the Property are further documented in an inventory of relevant features of the Property, dated _____, on file in the office of the County's Agricultural Manager and incorporated herein by reference, which consists of reports, maps, photographs and other documentation that the parties agree provides an accurate representation of the Property as of the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with terms of this easement;

NOW, THEREFORE, as an absolute gift for no monetary consideration ($0.00) but in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth, Grantors voluntarily, unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity, an Easement of the nature and character and to the extent herein set forth, with respect to the Property, and Grantee hereby accepts said Easement.

1. PURPOSE

The purpose of this Easement, as described in the recitals above, which are hereby incorporated into this Easement, is to maintain the agricultural use, significant conservation values, and the scenic, cultural and rural characteristics of the Property, and to give full effect to the goals of the PDR Program, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features, characteristics and agricultural use of the Property.

2. DURATION OF EASEMENT

This Easement shall be perpetual in duration. It is an easement in gross and as such is inheritable and assignable in accordance with Section 9 and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

3. PERMITTED ACTIVITIES AND PRACTICES

A. Agricultural Use.

Grantors may use the Property for only those uses permitted in the Miami-Dade County AU (Agricultural) Zoning District, as amended from time to time, subject to the restrictions contained in this Easement. Grantors agree to abide by any subsequent

amendments to the requirements and permissible uses of the AU Zoning District. Grantor and Grantee intend that this Easement shall confine the uses of the Property to agricultural, ranching, farming and residential uses associated with the permitted activities on the Property, and such other related uses as are described herein.

B. Residential Use.

Grantors and their families, lessees, heirs and assigns may reside on the Property in existing single-family residences. Any existing single-family residences may be repaired and replaced and no more than Ø additional single-family residences may be developed on the Property.

C. Utility Easements.

Grantors may grant utility easements to public and quasi-public utilities in furtherance of the purpose of this Easement, and for existing agricultural and residential uses of the Property.

D. Exercise of Rights by Grantors.

All rights reserved by Grantors or activities not prohibited by this Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open-space character of the Property.

4. <u>PROHIBITED AND RESTRICTED ACTIVITIES</u>

A. Generally.

Activities other than those permitted in Section 3 above are prohibited. Prohibited activities include, but are not limited, to the following:

B. Commercial or Industrial Use.

The establishment of any non-agricultural commercial or industrial uses except for: (1) commercial activities within structures used as single-family residences (for example, a professional office and an at-home day care); (2) commercial activities related to permitted uses within structures used primarily for those uses (for example, a farm machine repair shop, a seed and mineral shop, farm tours and the making of farm products such as jams, jellies and juices); and (3) the sale to the public of agricultural products on the Property. Any commercial recreation not prohibited by the preceding sentence shall be limited to a *de minimis* amount, as determined in the sole discretion of the Agricultural Manager. Neither agriculture nor the production or processing of food and fiber products shall be considered commercial or industrial use.

C. Billboards and Signs.

Display of billboards, signs or advertisements is prohibited on or over the Property, except those related to the permitted use of the Property and allowed by the Miami-Dade County Code.

D. Dumping.

Dumping or placement of soil, trash, garbage, waste, abandoned vehicles, appliances, and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary and related to permitted uses on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Easement and means of access. Such dumping or disposal or organic materials shall be in accordance with applicable federal, state and county laws and generally accepted agricultural management practices.

E. Excavation.

Excavation, dredging, blasting, mining and removal of loam, earth, gravel, soil, rock, sand, and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for permitted uses on the Property, or (3) for the construction and/or maintenance of permitted structures, home sites, means of access and wildlife habitat.

F. Removal of Wetlands.

Other than creation and maintenance of man-made ponds for the purpose of aquaculture and agricultural drainage ditches, diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Florida state law or Federal law as wetlands at the time of the proposed activity.

G. Buildings and Structures.

Buildings, means of access and other structures are prohibited on the Property, except those allowed in Section 3 above.

H. Subdivision.

The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that a lease of a portion or all of the Property for agricultural use shall not be prohibited. The Grantor and Grantee agree that the Property consists of five (5) legal parcel(s) and that no additional, separate legal parcels currently exist within the Easement Area. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Easement Area. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another

property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

I. Roads.

The construction, reconstruction or replacement of any road or structure within the Property, except as provided in this Easement.

J. Erosion.

Any use or activity which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.

K. Watercourses.

The alteration or manipulation of watercourses located on the Property or the creation of new water impoundments or watercourses for any purposes other than permitted agricultural uses of the Property.

L. Feedlots.

The construction, maintenance or use of any commercial animal feedlot on the Property; provided, however, that locations which total less than two percent (2%) of the acreage of the Property may be used for animal feedlots that are restricted to animals raised on the Property; and, provided further, that such locations are located away from the viewsheds of any public roads or trails.

M. High-Intensity Activities.

The use of the Property for construction or operation of a golf course, commercial recreational facility, or similar high intensity activity.

5. <u>AFFIRMATIVE RIGHTS CONVEYED TO GRANTEE</u>

To accomplish the purpose of this Easement, the following rights and interests are conveyed to Grantee by this Easement:

A. Right to Protect Property.

To identify, preserve, protect in perpetuity the agricultural resources of the Property including the character, use, utility, soil and water quality.

B. Prevent Prohibited Activities.

To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and the PDR program and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is the intention of the Easement not to limit the Grantor's discretion to employ various choices of agricultural, farming and ranching uses and management practices within the Property so long as those uses and practices are consistent with the purpose and terms of this Easement.

C. Erect Signs or Markers.

To erect and maintain a sign or signs or other appropriate markers in prominent locations on the Property, visible from a public road, bearing information indicating that the Property is protected by Grantor and Grantee. The wording shall be determined by Grantee, but shall indicate that the Property is privately owned and not open to the public. Grantee shall be responsible for the costs of erecting and maintaining such signs or markers.

D. Development Rights.

Grantor hereby grants to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property.

E. Right of Entry.

Grantee shall have the right to enter the Property at reasonable times for the purposes of: (1) conducting annual monitoring inspections as required by the PDR Program; (2) monitoring or inspecting the Property at any time to determine whether the Grantors are complying with this Easement; or (3) preventing, terminating or mitigating a suspected or actual violation of this Easement. Such entry shall be upon sending prior notice to Grantors, unless the threat of irreparable harm to the Grantee's Easement rights makes giving prior notice impracticable.

6. NOTICE AND APPROVAL

A. Generally.

In any case where this Easement require the permission, consent or approval ("Approval") of Grantee, the Approval shall be requested by written notice to Grantee at least ninety (90) business days, unless otherwise specified, before the proposed activity or use. The notice shall describe the nature, scope, design, location, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed

judgment as to its consistency with the purpose of this Easement. Any notices by Grantors to Grantee shall be sent by registered or certified mail, return receipt requested, addressed to Miami-Dade County, County Executive Office, 111 NW 1 Street, 29th Floor, Miami, Florida 33128, or to such other address as Grantee may establish in writing on notification to Grantors.

B. Notice of Construction.

Grantors shall notify Grantee at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the approval of Grantee. Such approval shall be granted or denied based on the Grantee's opinion as to whether or not the proposed location conforms to this Easement.

C. Notice of Adverse Effect.

If Grantors believe or reasonably should believe that the exercise of a right not prohibited by this Easement may have a significant adverse effect on the purpose of this Easement or the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right.

7. ENFORCEMENT AND REMEDIES

A. Generally.

Enforcement of the terms, conditions, and restrictions of this Easement shall be at the reasonable discretion of Grantee and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed to be a waiver of Grantee's rights hereunder. Upon any breach of this Easement by Grantors, the Grantee shall give the Grantors written notice of the violation or potential violation, and thirty (30) days to correct it before filing any legal action, unless an ongoing or imminent violation could cause irreparable harm to the Grantee's Easement rights. Following the notice period, if any, the Grantee may exercise any or all of the following remedies:

1. institute suits to enjoin any breach or enforce any Term by temporary and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order; and

2. require that the Property be restored promptly to the condition required by this Easement; and

3. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any of the values protected by this Easement, including, without limitation, damages for the loss of agricultural resources and/or conservation values.

4. Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No Estoppel.

No failure on the part of Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Costs.

Any costs incurred by the Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, attorneys' fees and costs and any costs of restoration necessitated by the Grantors' violation of the terms of this Easement shall be borne by Grantors.

8. NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

9. ASSIGNMENT

A. Assignment or Transfer by Grantee.

Grantee may assign, upon prior written notice to Grantors, its rights under this Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purpose of this Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Easement or the rights and duties of enforcement herein set forth, or if the proceedings are instituted for condemnation of this Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code.

No assignment may be made by Grantee of its rights under this Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purpose of this Easement.

B. Assignment or Transfer by Grantor.

Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantors are divested of any interest in all or a portion of the Property, including, without limitation, any leasehold interest. The failure of the Grantors to perform any act required by the section shall not affect the validity of such transfer nor shall it impair the validity of this Easement or limit its enforceability in any way.

In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

10. INDEMNIFICATION

Grantors shall release and hold harmless, indemnify and defend Grantee and its employees, agents, contractors and the heirs, personal representatives, successors and assigns to each of them ("Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments in any way connected with: (a) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of the Indemnified Parties; (b) the violation or alleged violation or other failure to comply with, any state, federal or local law, regulation or requirement, including, without limitation, environmental or hazardous waste provisions; and (c) the obligations and costs associated with the Grantors' responsibilities specified in Section 15.

11. MERGER

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Easement. If any term is found to be invalid, the remainder of the terms of this Easement, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

12. EXTINGUISHMENT

If circumstances arise in the future that render the entire purpose of this Easement impossible to accomplish, this Easement may only be terminated or extinguished whether

with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantors and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of additional improvements made by Grantors after the effective date of this Easement, which amount is reserved to Grantors) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of the preceding paragraph, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

13. CONDEMNATION

If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantors and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. The Grantee's share of the balance shall be determined by the ratio of the value of the Easement to the value of the Property unencumbered by the Easement.

14. SUBORDINATION

Grantors certify that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Easement. Grantors have provided, or shall provide, a copy of this Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lien holders"), already affecting the Property or which will affect the Property prior to the recording of this Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lien holders has subordinated, or shall subordinate prior to recordation, the Liens to this Easement either by signing a subordination instrument contained at the end of this Easement which shall become a part of this Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

15. COSTS AND LIABILITIES

Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to payment of property taxes and assessments of any kind, costs associated with fire management and agricultural regulations and maintenance of adequate comprehensive general liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any

construction or other activity or use permitted by this Easement and all such construction or other activity or use shall be undertaken in accordance with all applicable laws, regulations and requirements.

16. RECORDATION

Grantee shall record this instrument in a timely fashion among the public records of Miami-Dade County, Florida, and may re-record it at any time.

17. "GRANTORS" DEFINED

For purposes of this Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the original Grantors herein unless said original Grantors are still the then current fee simple owners of the Property, except that if any Grantors have violated any term of this Easement, they shall continue to be liable therefore.

18. WARRANTIES.

Grantor hereby warrants and represents that Grantor is lawfully seized of the Property in fee simple and has good right and title to grant and convey this Easement to Grantee, and that the Property is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Easement.

19. CONSTRUCTION

The parties expressly acknowledge and agree that this Easement is the result of mutual arms-length negotiations, and that this Easement shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Easement.

TO HAVE AND TO HOLD unto Miami-Dade County, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions-imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

Daniel Lyons (SEAL)
Name

Jane Lyons (SEAL)
Name

STATE OF FLORIDA, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 200_, before me the subscriber, a Notary Public of the State aforesaid, personally appeared known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notary Seal.

_____
Notary Public
My Commission Expires: _____

STATE OF FLORIDA, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Easement

and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notary Seal.

_____
Notary Public
My Commission Expires:

ACCEPTED BY GRANTEE:

MIAMI-DADE COUNTY

By: _____

LEGAL DESCRIPTION

The following legal descriptions were taken from the special warranty deed dated February 27, 2003 (as to folio numbers ending in 0330, 0340, 0350 and 0360) and the warranty deed dated April 8, 2003 (as to folio number ending in 0300).

Folio Nos. 30-6833-000-0300

The East 1/2 of the Northwest 1/4 of the Southwest 1/4 in Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida together with a Non-Exclusive Perpetual Easement for purposes of ingress and egress to Parcel I above from Southwest 217 Avenue over and across the North 35 feet of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 in Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida.

Folio Nos. 30-6833-000-0330, 340, 0350 and 0360

Description: (Parcel 1)

The Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida.

Description: (Parcel 2)

The Northwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida.

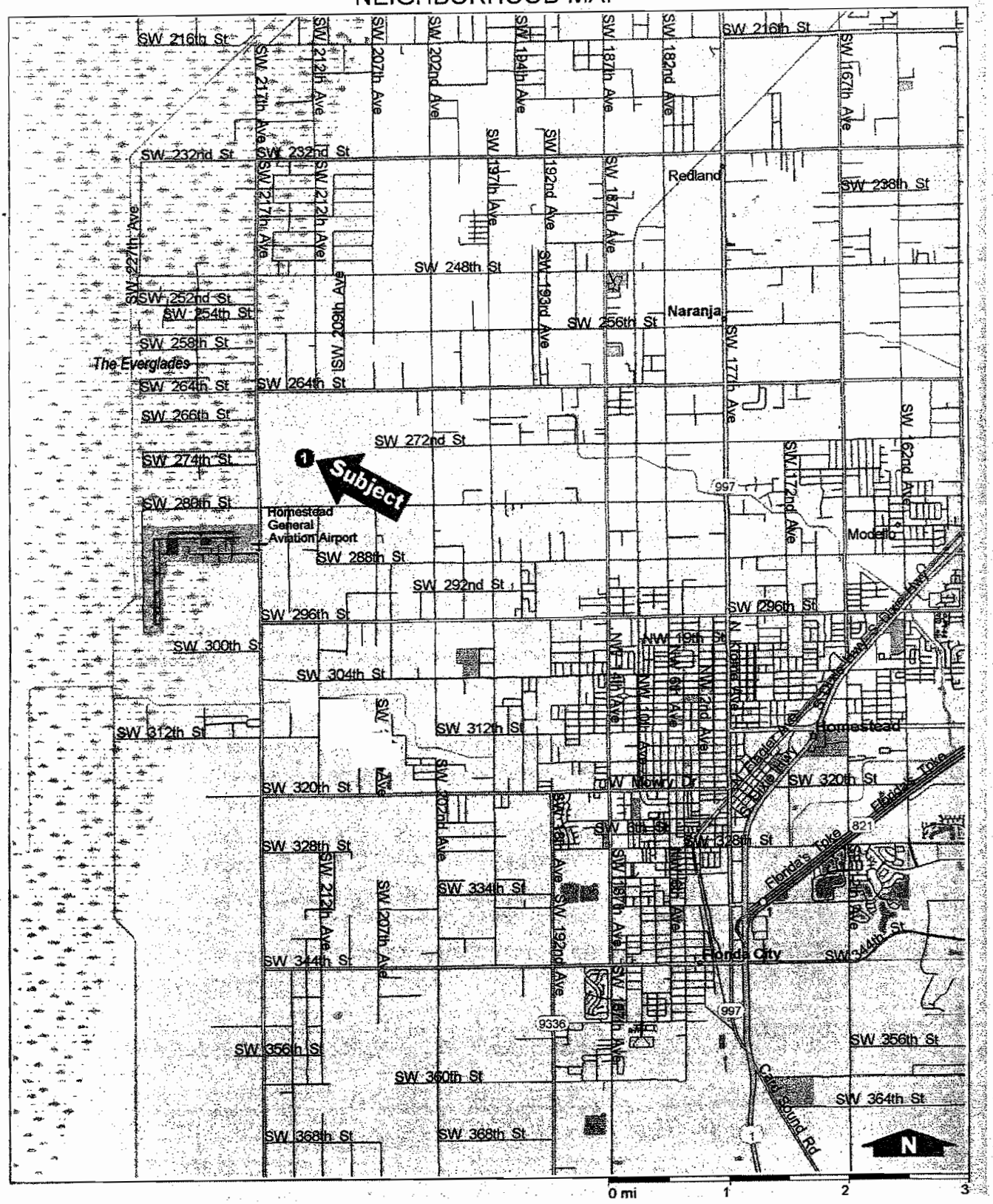
Description: (Parcel 3)

The Southwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida.

Description: (Parcel 4)

The Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 56 South, Range 38 East, lying and being in Miami-Dade County, Florida.

NEIGHBORHOOD MAP



41

SLACK JOHNSTON MAGENHEIMER

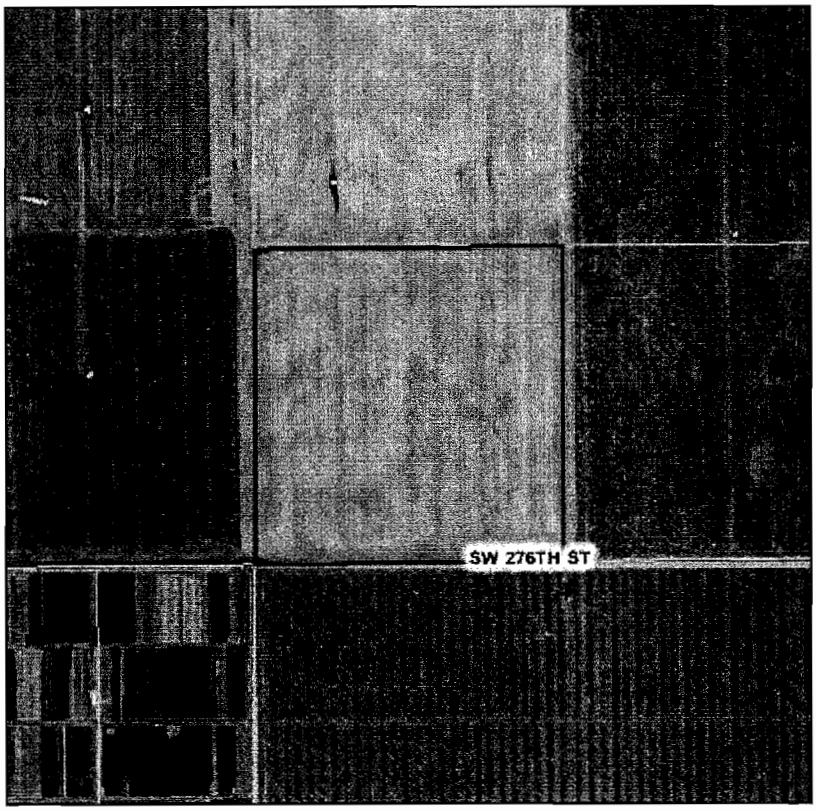
Exhibit B

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007

0 167 ft

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Close

Summary Details:

Folio No.:	30-6833-000-0350
Property:	
Mailing Address:	DANIEL D LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	10 ACRES
Year Built:	0
Legal Description:	33 56 38 10.06 AC M/L SW1/4 OF NE1/4 OF SW1/4 OR 21080-1727 022003 2 (4) OR 21080-1727 0203 02

Sale Information:

Sale O/R:	21080-1727
Sale Date:	2/2003
Sale Amount:	$680,000

Assessment Information:

Year:	2008	2007
Land Value:	$653,900	$653,900
Building Value:	$0	$0
Market Value:	$653,900	$653,900
Assessed Value:	$653,900	$653,900

Exemption Information:

Year:	2008	2007
Agricultural:	$617,684	$628,750

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$617,684/ $36,216	$628,750/ $25,150
County:	$617,684/ $36,216	$628,750/ $25,150
School Board:	$617,684/ $36,216	$628,750/ $25,150

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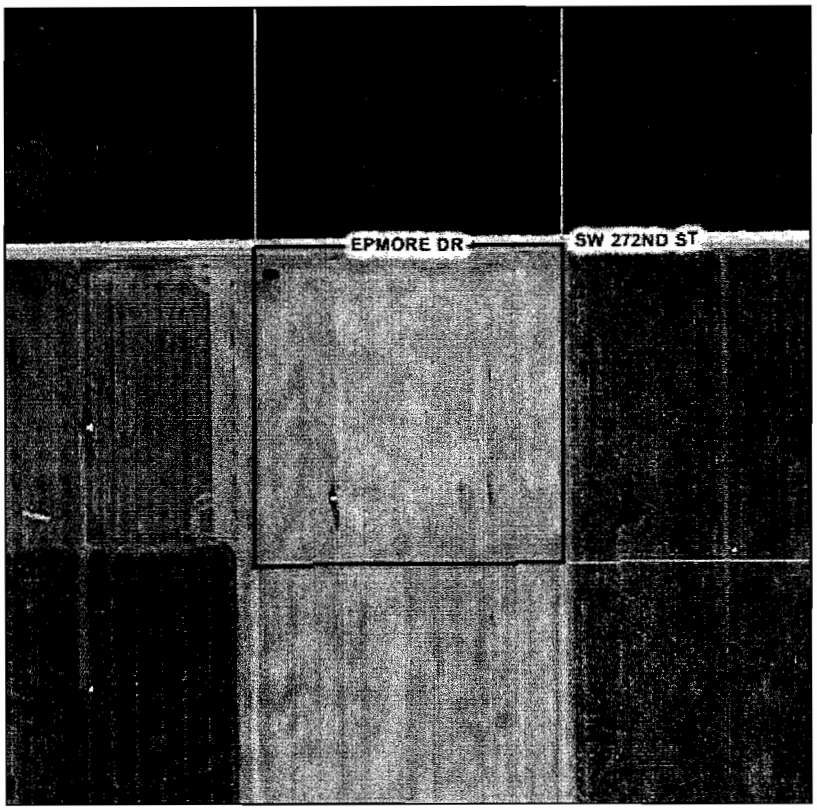
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 168 ft

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Close

Summary Details:

Folio No.:	30-6833-000-0340
Property:	
Mailing Address:	DANIEL D LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	10 ACRES
Year Built:	0
Legal Description:	33 56 38 10.08 AC M/L NW1/4 OF NE1/4 OF SW1/4 OR 21080-1727 022003 2(4) OR 21080-1727 0203 02

Sale Information:

Sale O/R:	21080-1727
Sale Date:	2/2003
Sale Amount:	$680,000

Assessment Information:

Year:	2008	2007
Land Value:	$655,200	$655,200
Building Value:	$0	$0
Market Value:	$655,200	$655,200
Assessed Value:	$655,200	$655,200

Exemption Information:

Year:	2008	2007
Agricultural:	$618,912	$630,000

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$618,912/ $36,288	$630,000/ $25,200
County:	$618,912/ $36,288	$630,000/ $25,200
School Board:	$618,912/ $36,288	$630,000/ $25,200

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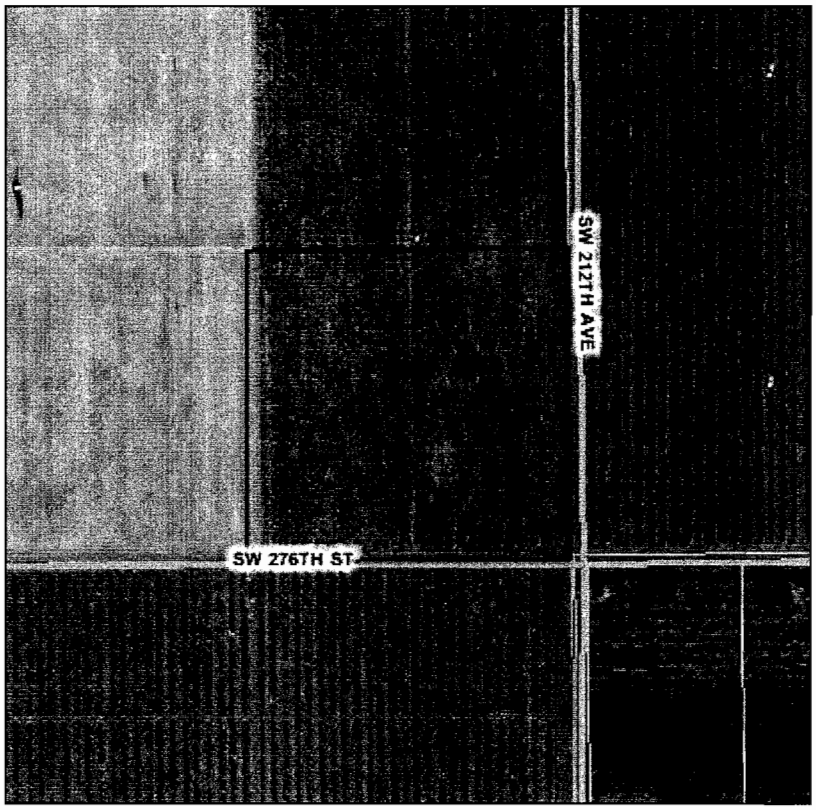
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 169 ft

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Close

Summary Details:

Folio No.:	30-6833-000-0360
Property:	
Mailing Address:	DANIEL DAVID LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	10 ACRES
Year Built:	0
Legal Description:	33 56 38 10.10 AC M/L SE1/4 OF NE1/4 OF SW1/4 OR 21080-1727 022003 2 (4) COC 24597-2418 05 2006 2 OR 24597-2418 0506 02

Sale Information:

Sale O/R:	24597-2418
Sale Date:	5/2006
Sale Amount:	$2,200,000

Assessment Information:

Year:	2008	2007
Land Value:	$656,500	$656,500
Building Value:	$0	$0
Market Value:	$656,500	$656,500
Assessed Value:	$656,500	$656,500

Exemption Information:

Year:	2008	2007
Agricultural:	$636,300	$0

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$636,300/ $20,200	$0/$656,500
County:	$636,300/ $20,200	$0/$656,500
School Board:	$636,300/ $20,200	$0/$656,500

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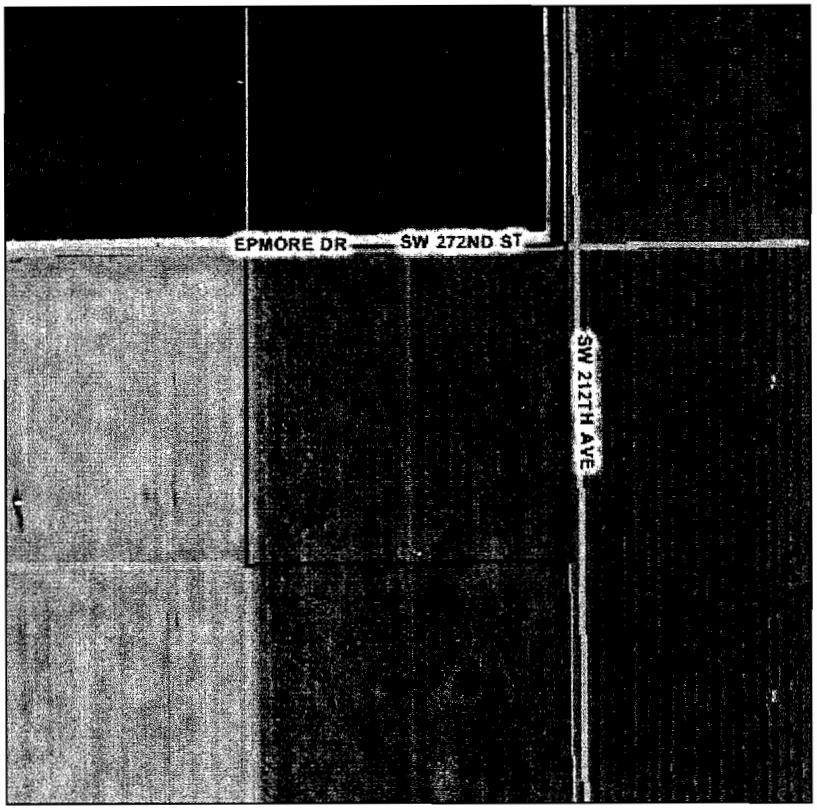
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



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Summary Details:

Folio No.:	30-6833-000-0330
Property:	
Mailing Address:	DANIEL DAVID LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	10 ACRES
Year Built:	0
Legal Description:	33 56 38 10.11 AC M/L NE1/4 OF NE1/4 OF SW1/4 LOT SIZE IRREGULAR OR 21080-1727 022003 2 (4) COC 24597-2418 05 2006 2 OR 24597-2418 0506 02

Sale Information:

Sale O/R:	24597-2418
Sale Date:	5/2006
Sale Amount:	$2,200,000

Assessment Information:

Year:	2008	2007
Land Value:	$657,150	$657,150
Building Value:	$0	$0
Market Value:	$657,150	$657,150
Assessed Value:	$657,150	$657,150

Exemption Information:

Year:	2008	2007
Agricultural:	$636,930	$0

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$636,930/ $20,220	$0/$657,150
County:	$636,930/ $20,220	$0/$657,150
School Board:	$636,930/ $20,220	$0/$657,150

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My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Digital Orthophotography - 2007 0 234 ft

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Close

Summary Details:

Folio No.:	30-6833-000-0300
Property:	
Mailing Address:	DANIEL D LYONS &W JANE C 18305 SW 292 ST HOMESTEAD FL 33030-3012

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	20 ACRES
Year Built:	0
Legal Description:	33 56 38 20.15 AC M/L E1/2 OF NW1/4 OF SW1/4 0R 21194-4768 042003 1 OR 21194-4768 0403 03

Sale Information:

Sale O/R:	13293-3648
Sale Date:	5/1987
Sale Amount:	$280,000

Assessment Information:

Year:	2008	2007
Land Value:	$1,309,750	$1,309,750
Building Value:	$0	$0
Market Value:	$1,309,750	$1,309,750
Assessed Value:	$1,309,750	$1,309,750

Exemption Information:

Year:	2008	2007
Agricultural:	$1,264,375	$1,259,375

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,264,375/ $45,375	$1,259,375/ $50,375
County:	$1,264,375/ $45,375	$1,259,375/ $50,375
School Board:	$1,264,375/ $45,375	$1,259,375/ $50,375

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Exhibit C

Official Use Only
Cycle: 03/04
Eligible: (Y) N
R/Date:
CDMP: Ag
Units 12

Purchase of Development Rights
Property Evaluation Report

Folio Number(s): 30-6833-000-0350, 0340, 0360, 0330, 0300

Property Owner(s): Daniel Lyons & Wife Jane

Property Address: SW 272 Street and 212 Avenue

The following is for use by Miami-Dade County to evaluate properties for the Purchase of Development Rights (PDR) program applications by landowners interested in voluntarily protecting farmland from development. The PDR program guidelines were approved under Resolution # R-1036-07.

Eligibility:

To be eligible for the PDR program, a property must meet the following criteria:

- Parcel located in Miami-Dade County: (Y) N
- Property owner submitted a completed application: (Y) N
- Parcel is designated Agriculture or Open Land on Miami-Dade County's Comprehensive Development Master Plan Land Use Plan map (CDMPLU): (Y) N
  Designation Agriculture
- Property is free of any enforcement activity by Miami-Dade County: (Y) N
- Property is in compliance with Miami-Dade County requirements for minimum lot area: (Y) N
- Property is located outside of the Urban Development Boundary line: (Y) N
- At least 70% of property is in active agriculture: (Y) N
- Available density: (Y) N; Units available 12
- Viable farmland: (Y) N

Preparer's initials: CS

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I. Property Conditions

1. Size of property: 60 Acres; number of tracks 5
   (For separate tracks that are adjacent to each other and part of the same application, the total area may be used for calculation)

2. Predominate soil type: KUGL

   Krome Very Gravely Loam
   Marl
   Chekika Very Gravely Loam

3. Percent of land under cultivation: 100% Less Roadways Crop type and acreage for each:
   Tropical Fruit groves Mango / Banana / Papaya

4. Percent of land in natural areas, include type and acreage: N/A

5. Historic agricultural use of property
   Property has contained continued agricultural uses for: More Than 30 years

II. Land Use Factors

1. Percent of area in agriculture and open space use within one mile of parcel: 75%

2. Percent of area within 1 mile of the site in AU or GU Zoning: 95%

3. Distance of parcel from the Urban Development Boundary (in miles): 3.5

4. Percent of perimeter adjacent to non-agricultural uses: 0

III. Historic, Archaeological, Scenic and Environmental Qualities

1. Does the property have significant natural features? Y (N)
   Document & Explain _____

2. Does the property have significant archaeological features? Y (N)
   Document & Explain _____

3. Does the property have significant historic features? Y (N)
   Document & Explain _____

4. Is the property a centennial farm? Y (N)

Preparer's initials: _____

IV. Proximity to Public Lands

1. Proximity to permanently protected County or State land. Document properties within 2 miles. If none, list closest property and distance:
   Several Protected Natural Forest Communities Less Than 2 miles to The south an East

2. Proximity to a National Park, with mileage.
   Everglades Nat. Park Less Than 3 miles to the west

3. Other protected lands within 2 miles of the property (provide distance and description): Water management property Less than 2 miles to the west

V. Structures

Does the property contain any structures, signage or improvements: (Y) N

Describe the structures, signage or improvements contained on the property (include use and size):
3 pumps and slabs for irrigation 6 x 10 feet each.

VI. Other

List any additional observations that may assist in the evaluation of this property for the Miami-Dade County Purchase of Development Rights program:
Less Than 1 mile from County owned Property +/- 400 Acres Airport leased for farming on 65% ~~pos~~

Preparer: Charles LaProdd

Signature: [signature] Date: 7-20-08

Preparer: _____

Signature: _____ Date: _____

Preparer: _____

Signature: _____ Date: _____

Preparer's initials: _____

Memorandum

MIAMI-DADE COUNTY

Date: September 18, 2007

Agenda Item No. 12(A)(1)

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

From: George M. Burgess
County Manager

Subject: Resolution Establishing the Miami-Dade County Purchase of Development Rights Program

---

Recommendation
It is recommended that the Board approve the attached resolution establishing the Miami-Dade County Purchase of Development Rights (PDR) Program funded through the Building Better Communities General Obligation Bond Program (BBC-GOB)

Scope
The impact of this item is countywide in nature.

Fiscal Impact/Funding Source
The PDR Program is funded by the BBC-GOB Program. $30 million were approved for the Program. The funds are available incrementally until 2017. There is currently $4 million available for immediate use. Staff will also seek available grant opportunities on participating properties, from the United States Department of Agriculture, the State of Florida, and private not-for-profits.

Track Record/Monitor
This program will be monitored by the Agricultural Manager who will serve as the Purchase of Development Rights Administrator. Initial property evaluations will be conducted by the Agricultural Manager, the Directors of the Miami-Dade County Cooperative Extension Service and Miami-Dade Department of Planning and Zoning. Annual monitoring visits will be conducted by the Agricultural Manager, the Director of the Cooperative Extension and a representative from Team Metro. Additionally, an annual status report will be presented to the Board of County Commissioners.

Background
Miami-Dade County's agricultural lands are a unique and economically important resource. These lands support an important agricultural industry that includes tropical fruits, vegetables, livestock, aquaculture and nursery and greenhouse crops. In addition to providing a diversified economic base, the community's farmland contributes significantly to the County's open space, scenic beauty, cultural heritage and environmental quality.

On November 2, 2004, Miami-Dade County residents voted to approve the BBC-GOB Program, a portion of which included $30 million to preserve viable farmland through the acquisition of development rights on property suitable for agricultural use.

The proposed resolution creates the PDR Program to serve as one mechanism for farmland preservation by providing the County with the ability to purchase these development rights to ensure that the related properties remain undeveloped and available for agricultural uses. The proposed resolution further establishes the application, selection, easement

SD

requirements, and monitoring procedures for the PDR Program. If approved, the PDR Program will be overseen by the County's Agricultural Manager.

Key aspects of the resolution include:

- Funding for this program was requested by residents of the rural area and approved by voters.
- The program is voluntary for both the buyer and seller.
- Approval by the Board of County Commissioners will be required prior to the purchase of any conservation easement.
- Only lands with available density outside the UDB, designated agriculture or open lands by the CDMP map and currently farmed are eligible for the program.
- Initial property evaluations will be conducted by the Agricultural Manager, together with the Directors of the Miami-Dade County Cooperative Extension Service and Miami-Dade Department of Planning and Zoning.
- The evaluation is based on the viability of the land for agricultural purposes, property size, soil type, historical agricultural use; proximity to urban development, protected lands and other agricultural properties; and financial considerations.
- The easement value is determined by an appraisal to be conducted by an independent certified (MAI, ASA) appraisers hired in accordance with established County hiring practices, from Miami-Dade County's approved appraiser vendor list.
- The PDR Program Administrator shall solicit the owners or easement holders of properties that Miami-Dade County finds desirable for participation in the PDR Program. If a solicited owner(s) is interested in selling or donating their development rights, the owner(s) must provide the Administrator with a completed, non-binding request for consideration in the PDR Program.
- Recommendations shall be forwarded to the Board of County Commissioners regarding properties on which the County should purchase conservation easements.
- Conservation easements will be monitored and visited annually by the Program Administrator, a representative from Team Metro and a representative from the Miami-Dade Cooperative Extension Office.
- An annual report of the Program will be presented to the Board of County Commissioners.
- Easements must remain in place for a minimum of 25 years, as required by the BCC-GOB rules and regulations.

The Program contains options for a like kind exchange after 10 years and an extinguishment after 25 years. Each requires a super majority vote of the entire BCC and the extinguishment requires a repayment of funds received in addition to bond interest paid on that amount.

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: September 18, 2007

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

SUBJECT: Agenda Item No. 12(A)(1)

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. 12(A)(1)
09-18-07

RESOLUTION NO._____

RESOLUTION ESTABLISHING THE MIAMI-DADE COUNTY PURCHASE OF DEVELOPMENT RIGHTS PROGRAM

WHEREAS, this Board desires to preserve the valuable agricultural land and open space in Miami-Dade County; and

WHEREAS, this Board desires to establish the Miami-Dade County Purchase of Development Rights Program, which will facilitate the preservation of agricultural land through the purchase of conservation easements and limitation on residential development rights; and

WHEREAS, the Purchase of Development Rights Program is described in the accompanying memorandum, which is incorporated herein,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the establishment of the Miami-Dade County Purchase of Development Rights Program substantially as described in Exhibit A hereto and incorporated herein by reference.

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 18th day of September, 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:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

M. Leigh Macdonald

EXHIBIT A

MIAMI-DADE COUNTY
PURCHASE OF DEVELOPMENT RIGHTS PROGRAM

PURPOSE

It is the policy of Miami-Dade County to purchase conservation easements on viable private agricultural property, thereby limiting residential development rights for said property. In doing so, the County will protect its supply of valuable agricultural land from excessive or premature residential development and create the opportunity for continued agricultural usage. This will be accomplished through the establishment of the Purchase of Development Rights (PDR) Program.

The goals of the PDR Program are to:

- preserve farmland and support viable farm operations;
- protect open space; and
- maintain the agricultural areas rural character, and quality of life.

The PDR Program involves only willing sellers and a willing buyer, and nothing in the PDR Program shall be construed to require the County to purchase development rights from any landowner.

BACKGROUND

Miami-Dade County's agricultural land is a unique and economically vital resource to the community. Our lands support a locally and nationally important agricultural industry. The County's climate makes it possible to produce fresh agricultural commodities in the dead of winter when other growing regions of the United States are too cold.

In addition to its economic benefits, the County's agricultural area contributes significantly to the open space and natural resource benefits, including rural character, scenic beauty, cultural heritage, hunting and other recreational opportunities. The agricultural area also provides environmental benefits, including watershed protection and wildlife habitat. By enhancing the scenic beauty and rural character of the County and providing other open space benefits, the County's agricultural area increases the overall quality of life and makes the County an attractive place to live and work for all of Miami-Dade's residents.

The population growth in Miami-Dade County has continued to increase dramatically. As the population has increased, agricultural land has been converted to residential and other developed uses. Land suitable for farming is an irreplaceable natural resource with soil and topographic characteristics that have been enhanced by generations of agricultural use. When such land is

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converted to residential or other more urbanized uses that do not require those special characteristics, a critical community resource is permanently lost to the citizens of the County. Residential development in agricultural areas also makes farming more difficult by increasing conflict over farming practices and increasing risk of trespass, liability exposure and property damage. Because agricultural land is an invaluable economic, natural and aesthetic resource, the County should make an effort to maintain sufficient agricultural land in a substantially undeveloped state to ensure the long-term viability of agriculture and to create a long-term business environment for agriculture in the county.

The purchase of development rights and the placement of an agricultural conservation easement on farmland through the PDR Program serves a public purpose. Acquisition of development rights requires that the County enter into agreements with property owners to obtain such development rights. Properties on which the County has purchased development rights and entered into an agricultural conservation easement shall remain substantially undeveloped in order to remain viable for agricultural use.

Miami-Dade County wishes to acquire conservation easements on viable agricultural property, voluntarily offered to the County by property owners. Each easement will limit future residential dwellings on the corresponding property. The easements will thus: provide an opportunity for agricultural practices, as well as the protection and efficient use of the County's agricultural resources; preserve agricultural and open land; establish and preserve the rural character of the County; conserve and protect soil, biodiversity, wildlife habitat, and aquatic habitat; and improve the quality of life for the inhabitants of the County. The PDR Program shall be available for all eligible lands in Miami-Dade County, excluding only those lands under the ownership or control of the United States of America, the State of Florida, a local municipality, or an agency or instrumentality of any of those entities.

PROPERTIES ELIGIBLE FOR PARTICIPATION IN THE PDR PROGRAM

A property's eligibility for participation in the PDR Program is determined by the following criteria: (i) the property shall be located entirely in Miami-Dade County; (ii) the property shall be designated agriculture or open land on the land use plan map of the Comprehensive Development Master Plan of Miami-Dade County; (iii) the property shall have undeveloped residential density available; (iv) the property shall have at least 70% of its land area devoted to active agricultural use; (v) the property shall be suitable for agricultural production; and (vi) the property shall not be subject to any unresolved enforcement activity by any governmental entity.

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PDR PROGRAM PROCEDURES

1. The PDR Program Administrator shall create such forms as necessary for the completion of the PDR Program and submit the property evaluation criteria to the Mayor or his designee for approval.

2. The PDR Program Administrator shall solicit the owners or easement holders of properties that Miami-Dade County finds desirable for participation in the PDR Program. If a solicited owner(s) is interested in selling or donating their development rights, the owner(s) must provide the Administrator with a completed, non-binding request for consideration in the PDR Program.

   - The Administrator will determine the eligibility of each property requesting consideration.

   - Property owners' names will be kept on file by the Administrator, but removed from forms submitted for review and recommendation, as outlined below.

   - Within 30 business days of receiving any request for consideration in the PDR Program, the Administrator, together with the Directors of the Miami-Dade County Cooperative Extension Service and Miami-Dade Department of Planning and Zoning, will evaluate, the property that is the subject of the request, based on the viability of the land for agricultural practices, property size, soil type, historical agricultural use, proximity to urban development, protected lands and other agricultural properties, and financial considerations.

   - The Administrator will coordinate the appraisals on the properties selected. Appraisals will be conducted by independent certified (MAI, ASA) appraisers hired from Miami-Dade County's approved appraiser vendor list in accordance with established County hiring practices.

   - The Administrator will negotiate with property owner(s) the proposed sale price, as well as the terms and conditions of the proposed conservation easement.

   - The owner(s) will complete and sign an offer sheet listing the sale price, any terms or restrictions, and standard requirements to be included in the conservation easement.

   - Within 30 business days after the signature of an offer sheet, the Administrator will forward the offer sheet, together with the property evaluation forms to the Mayor or his designee for review and approval.

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3. Recommendations shall be forwarded to the Board of County Commissioners on which properties are most appropriate for participation in the PDR Program. Such recommendations will delineate the properties recommended for participation in the PDR Program, as well as any related terms or conditions. The recommendations will include the offer sheet, appraisal, the property evaluation forms, and the conservation easement.

4. By majority vote, the Board of County Commissioners shall select the properties that will participate in the PDR Program and approve by resolution the related conservation easements.

5. For each property that is selected for participation in the PDR Program, a conservation easement will be promptly executed by the property owner and recorded by the Clerk of the Courts for Miami-Dade County.

6. Easements will be monitored annually according to the following monitoring process.

MONITORING PROCESS

Initial Property Evaluation Report

For each participating property, the monitoring process will commence with preparation of an initial property evaluation report by the PDR Program Administrator. In preparing the initial property evaluation report, the PDR Program Administrator, a staff member from Miami-Dade County Team Metro and the Miami-Dade County Cooperative Extension Office will conduct a physical inspection of the property.

The initial property evaluation report, which shall be recorded with the related easement at the closing of the development rights purchase, shall include pertinent information regarding the status and condition of the property including:

- an aerial photo of the property;
- a certified survey of the property;
- a list of existing conditions of the property, including soil and crop type, size and extent of natural areas, zoning and land use designations;
- a property map depicting existing conditions, including but not limited to structures or improvements, natural areas, cropland and signs; and
- a title search showing clear title of the property.

The initial property evaluation report shall be approved and signed by the property owner(s), or the owner's registered agent, if applicable, and by the Administrator.

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Annual Monitoring

The conservation easements that are executed and recorded in connection with the PDR Program shall be monitored on an annual basis.

The Administrator shall examine properties where development rights have been purchased by Miami-Dade County through the PDR Program. Particularly, the Administrator, together with a staff member from Miami-Dade County Team Metro and the Miami-Dade County Cooperative Extension Office, shall conduct an annual site visit. The Administrator shall thereafter complete an annual monitoring report form. The Administrator shall also submit the completed annual monitoring report to any other jurisdiction that has rights under the conservation easement. The property owner(s), or the owner's registered agent if applicable, must also execute the annual monitoring report.

A copy of the annual monitoring report will be retained by Miami-Dade County and placed in the property file held by the PDR Program Administrator, and a copy of the recorded report will also be mailed to the property owner.

Enforcement

If a participating property is found to be in violation of the applicable conservation easement, the Administrator must follow the notification of violation process outlined in the easement and notify the Mayor, the County Manager, the Board of County Commissioners, the County Attorney's Office, and any other jurisdiction that has rights under the easement agreement of such violation.

In the event a participating property is in violation of the applicable conservation easement, Miami-Dade County shall seek compliance or initiate legal action, if necessary.

CONSERVATION EASEMENT TERMS AND CONDITIONS

Each conservation easement shall conform to the requirements of the PDR Program and shall be in a form approved by the County Attorney. Each conservation easement shall contain, at a minimum, restrictions related to the following:

1. Permitted uses: only those uses permitted in the AU (Agricultural) Zoning District, as amended from time to time, shall be permitted, subject to the restrictions of the conservation easement.

2. Restriction on new dwellings: the number of future residential dwellings on any participating property shall be limited.

3. Duration of the conservation easement: each conservation easement shall specify the duration thereof. Easement duration shall be restricted as follows:

(a) Exchange of easements.

(1) Upon the expiration of 10 years from the date on which a conservation easement was recorded, the owner or successor in interest to the property that is subject to the easement may petition the Board of County Commissioners for the extinguishment of such easement in exchange for the conveyance to the County of a conservation easement on a different property meeting all of the eligibility requirements as set forth in the PDR Program.

(2) Requirements for exchange: no such exchange of easement shall be authorized unless a majority of the Board of County Commissioners finds that:

- The exchange is determined to be essential to the orderly development and growth of the County;
- The exchange is consistent with the then-effective Comprehensive Development Master Plan for the County;
- The exchange does not adversely affect the County's interests in accomplishing the purposes of the PDR Program;
- The property proposed for exchange is: (i) of at least equal fair market value and at least equal acreage; (ii) of greater value as permanent open-space land than the land upon which the original easement was recorded; and (iii) of at least equivalent location and usefulness for agricultural production as is the land upon which the original easement was recorded.
- The easement will be for a period of not less than 15 years from the date of which the conservation easement was recorded.

(b) Extinguishment of easements.

(1) Upon the expiration of 25 years from the date on which a conservation easement was recorded, the owner or successor in interest to the property which is subject to the

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easement may petition the Board of County Commissioners for the extinguishment of such easement.

(2) Requirements for extinguishment: no such extinguishment of easement shall be authorized unless a super-majority of the Board of County Commissioners finds that:

- The extinguishment is determined to be essential to the orderly development and growth of the County;
- The extinguishment is consistent with the then-effective Comprehensive Development Master Plan for the County; and
- There is provision to the County of reimbursement of the original purchase price compounded by the GOB bond rate paid by the taxpayers of Miami-Dade County on the funds received for the easement.

(c) Expenses: the petitioning property owner shall bear all expenses and fees related to an exchange or extinguishment, including but not limited to purchase of the substituted easement, site assessments, surveys, appraisals, closing costs, recording fees and taxes, title search, and title insurance if required.

4. Other restrictions: the property shall also be subject to standard restrictions contained in conservation easements pertaining to uses and activities allowed on the property. These standard restrictions shall be delineated in the recorded easement and shall include, but not be limited to restrictions pertaining to: (i) accumulation of trash and junk; (ii) display of billboards, signs and advertisements not related to the agricultural use of the property; (iii) grading, blasting or earth removal not related to the agricultural use of the property; (iv) conduct of industrial or commercial activities not related to the agricultural use on the property; and (v) monitoring of the easement.

5. Designation of easement holders: the County shall be the sole easement holder unless otherwise stated in the conservation easement.