Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

Agenda Item No. 12(A)(2)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Amendment to Resolution Approving an "Agreement to Purchase Development Rights/Conservation Easements" (PDR) to Preserve Viable Farmland, Approximately 80 Acres, Located between SW 300 and 304 Streets and SW 217 to 222 Avenue as part of the *Building Better Communities* General Obligation Bond Purchase of Development Rights Program

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This item was amended during the January 12, 2011 Infrastructure and Land Use Committee to clarify the fiscal impact.

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 $1,600,000. The County will be reimbursed 50% of that cost by a Federal Farm and Ranch Lands Protection Program grant, making the County's final obligation for the purchase $800,000.

In 2008 the people of the State of Florida approved constitutional Amendment 4 titled Florida Property Tax Exemption of Perpetually Conserved Land. The amendment was adopted into statute and becomes effective for the 2010 tax year. This change allows landowners who own property subject to perpetual conservation easements meeting certain criteria, to apply and be exempted from ad valorem taxation. If this item is approved the property owner will be eligible for a 50% reduction of ad valorem tax.

The Miami-Dade County Property Appraiser has estimated the reduction in ad valorem tax payments to all taxing jurisdictions, based on the 2010 values, at $2,328.00 per year. The reduction to County tax is projected at $1,258.00. The total 2010 property tax on the property is $11,365.97.

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, Mary Lamberts, 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 80 acres for consideration for the second purchase. The properties are viable for agriculture production and actively farmed. The recommendation to purchase the rights on 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 July of 2010. The purchase price of the easement is based on values obtained from the appraisals. The County is purchasing the properties at less than appraised value.

It is being requested that this easement remain in place in perpetuity as required by the USDA FRPP grant agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2011

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

SUBJECT: Agenda Item No. 12(A)(2)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(2)
2-1-11

RESOLUTION NO. _____

RESOLUTION APPROVING AN "AGREEMENT TO PURCHASE DEVELOPMENT RIGHTS/CONSERVATION EASEMENT" IN THE AMOUNT OF $1,600,000.00, OF APPROXIMATELY 80 ACRES, LOCATED AT SW 300 STREET AND SW 217 AVENUE AS PART OF THE COUNTY'S PURCHASE OF DEVELOPMENT RIGHTS PROGRAM WITH DIAMOND I FARMS, INC. 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 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 Diamond I Farms, Inc. 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 pursuant to Resolution No. R-974-09 (a) directs the County Mayor or his designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; (b) directs the Clerk of the Board to

attach and permanently store a recorded copy of each of said instruments together with this resolution, 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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 (Easement) is made this 17 day of December, 20 10, by and between Diamond "I" Farms, Inc. ("Grantors"), having an address at 19300 SW 344 Street, Homestead, Florida 33034 Miami-Dade County ("Grantee"), having an address at 111 N.W. 1st Street, Miami, FL 33128, and the United States of America (United States) by and through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), acting on behalf of the Commodity Credit Corporation, as its interest appears herein.

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 80 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) 30-7808-000-0010; 30-7808-000-0020. The address of the property is SW 300 Street and SW 217 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 owners 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 [illegible] 9, 2009, 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. Grantors and Grantee intend that this Easement shall confine the uses of the Property to agriculture, agricultural production, ranching, forest management and timber harvest, farming and residential uses associated with the permitted activities on the Property, and such other related uses as are described herein, including but limited to the uses enumerated below.

1. Agricultural Production- the production, processing, and marketing of agricultural crops for the purposes consistent with the terms of the Easement.

2. Forest Management and Timber Harvest - forest management and timber harvesting shall be performed in accordance with a written forest management plan consistent with the Easement

3. Agri-tourism - Low impact agri-tourism activities are permitted, such as farm tours, work experiences, field trips, petting zoos, corn mazes, and hay rides.

4. Fences - may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property.

5. Oil and Gas Exploration and Extraction - allowed if the method of extraction is from another parcel, or is limited in the number of wells (one per 320 acres) and the amount of disturbance associated with each well including access roads (one acre per well), and thus has minimal impact on the Protected Property.

6. Impervious surfaces, which include residential buildings, agricultural buildings (with and without flooring), and paved areas both within and outside the Easement's building envelope, shall not exceed 2 percent of the total Easement acreage. Impervious surfaces are permanent, non-seasonal rooftops, concrete and asphalt surfaces. Conservation practices listed in the FOTG are exempt from the impervious cover limitation. The State Conservationist may waive the above-mentioned impervious surface limitations for agricultural purposes, if the Grantors request such a waiver, and Grantee agrees to said waiver.

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 8 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.

E. Highly Erodible Land

As required by section 1238I of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, the Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantors, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, NRCS will inform Grantee of the Grantors' noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantors to correct such noncompliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively

with the Grantors to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantors may be or become subject.

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. Surface Alteration.

Surface alteration, 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 and are limited to structures and improvements that support the agricultural use of the Property.

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 Grantors and Grantee agree that the Property consists of two (2) legal parcels and that no additional, separate legal parcels currently exist within the Easement Area. Grantors 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.

N. Motorized Vehicle Use.

The use of Motorized Vehicles is prohibited except to support agricultural use, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property,

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 Grantors' 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 Grantors 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.

Grantors hereby grant 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 Grantors, 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.

Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public interest. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if **Miami-Dade County** fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

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.

Grantors shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantors' negligent acts or omissions or Grantors' breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

11. ENTIRE AGREEMENT

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, 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. The United States, not having contributed to the consideration for this Easement, shall not participate in such distribution of proceeds

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.

Grantors hereby warrants and represents that Grantors are lawfully seized of the Property in fee simple and have 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.

Grantors warrant that they are in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantors further warrant that they have no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantors hereby promise to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

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:

Diamond I Farms, Inc., a Florida corporation

_____(SEAL)
Ralph Iori , President

STATE OF FLORIDA, County of Miami-Dade, TO WIT:

I HEREBY CERTIFY, that on this 17 day of December, 2010 before me the subscriber, a Notary Public of the State aforesaid, personally appeared Ralph Iori 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 Carl Hanson
My Commission Expires: _____

CARL HANSON
MY COMMISSION # DD 632433
EXPIRES: April 3, 2011
Bonded Thru Notary Public Underwriters

ACCEPTED BY GRANTEE:

MIAMI-DADE COUNTY

By: _____

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 the _____of Miami-Dade County, Grantee 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: _____

ACCEPTANCE OF PROPERTY INTEREST
BY THE UNITED STATES OF AMERICA

The United States Department of Agriculture, Natural Resources Conservation Service, a Department and Agency of the United States Government, hereby accepts and approves the foregoing Deed of Conservation Easement, and the rights conveyed therein, on behalf of the United States of America.

NATURAL RESOURCES
CONSERVATION SERVICE

By:_____

State Conservationist

STATE OF FLORIDA, COUNTY OF _____.

I, _____, a Notary Public of the aforesaid county do hereby certify that Carlos Suarez, State Conservationist, Natural Resources Conservation Service, United States Department of Agriculture personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of the United States of America.

Witness my hand and official stamp or seal this _____ day of _____, 2009.

_____
Notary Public

My commission expires: _____

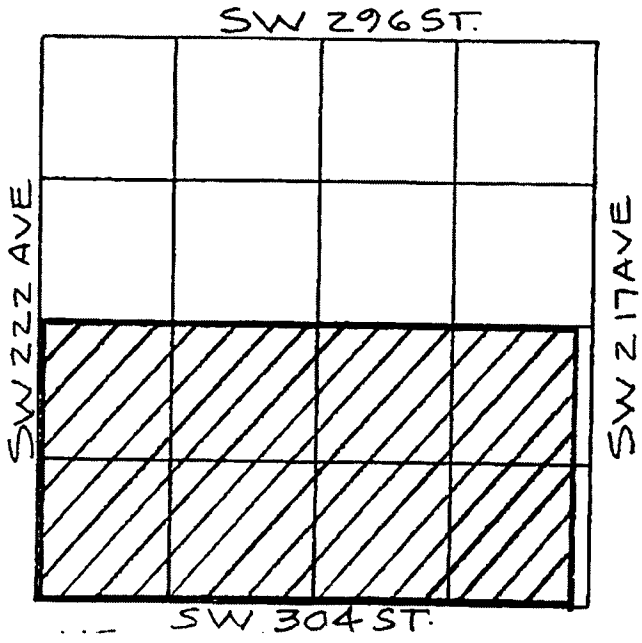
EXHIBIT A

LEGAL DESCRIPTION

e legal description for the subject property was taken from a boundary survey prepared Makowski & Wright, Inc., dated August 19, 2004.

The SW1/4 of the NE1/4 of Section 8, Township 57 South, Range 38 East, Miami-Dade County, Florida,
And
The SE1/4 of the NE1/4 of Section 8, Township 57 South, Range 38 East, Miami-Dade County, Florida, Subject to a right of way dedication across the East 35 feet.

00-8019A



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SLACK JOHNSTON MAGENHEIMER

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Show Me:

Property Information

Search By:

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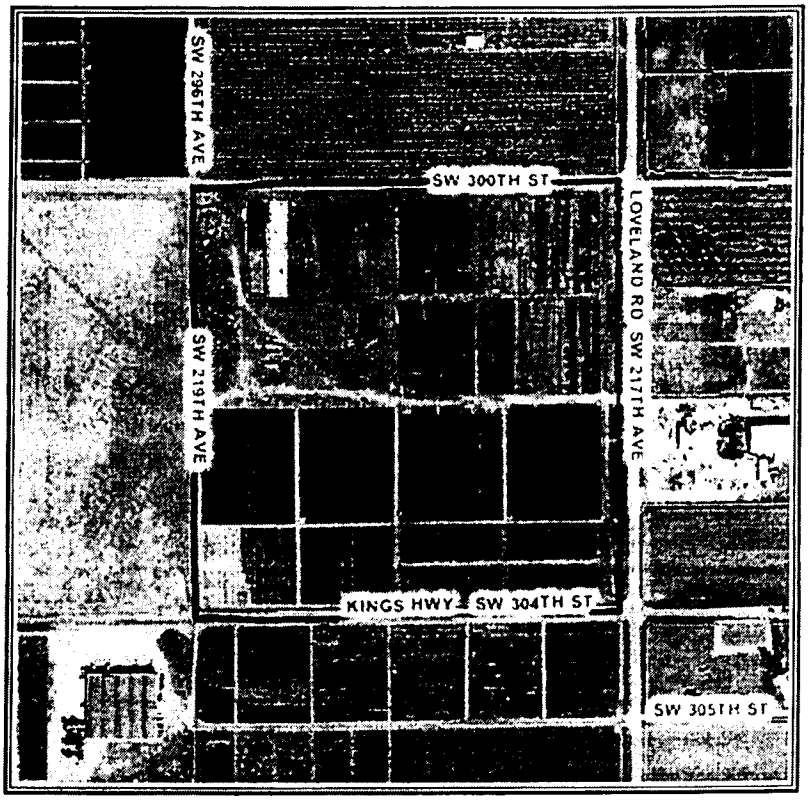
Property Appraiser Tax Estimator



Digital Orthophotography - 2007

0 ——— 234 ft

Summary Details:

Folio No.:	30-7808-000-0010
Property:	
Mailing Address:	DIAMOND I FARMS INC 300 N KROME AVE UNIT #9 PO BOX 343430 FLORIDA CITY FL 33034-3414

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	39 ACRES
Year Built:	0
Legal Description:	8 57 38 39.33 AC M/L SE1/4 OF NE1/4 LESS E35FT FOR RD LOT SIZE IRREGULAR OR 17484-3242 1296 5 (6)

Sale Information:

Sale O/R:	120850342
Sale Date:	3/1984
Sale Amount:	$2,220,000

Assessment Information:

Year:	2008	2007
Land Value:	$2,163,150	$2,163,150
Building Value:	$0	$0
Market Value:	$2,163,150	$2,163,150
Assessed Value:	$2,163,150	$2,163,150

Exemption Information:

Year:	2008	2007
Agricultural	$2,064,825	$2,064,825

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional	$2,064,825/ $98,325	$2,064,825/ $98,325
	$2,064,825/	$2,064,825/

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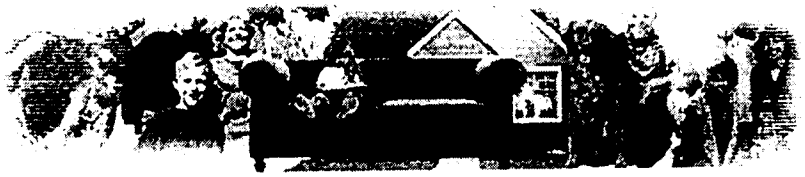

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ACTIVE TOOL: SELECT

Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	30-7808-000-0020
Property:	
Mailing Address:	DIAMOND I FARMS INC 300 N KROME AVE UNIT #9 PO BOX 343430 FLORIDA CITY FL 33034-3414

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	40 ACRES
Year Built:	0
Legal Description:	8 57 38 40.395 AC M/L SW1/4 OF NE1/4 LOT SIZE IRREGULAR OR 17484-3242 1296 5 (6)

Sale Information:

Sale O/R:	120850342
Sale Date:	3/1984
Sale Amount:	$2,220,000

Assessment Information:

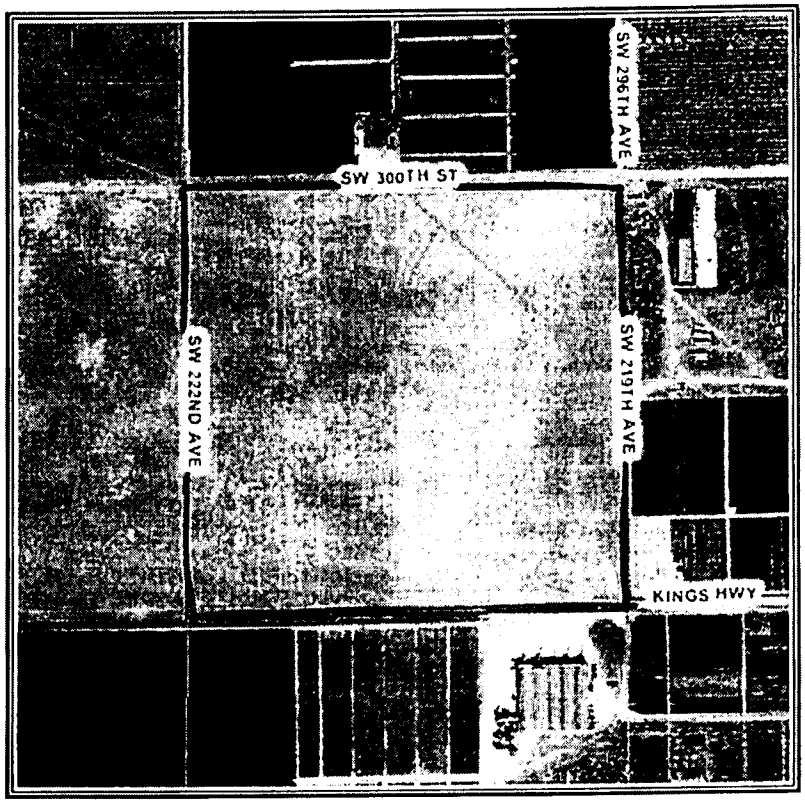
Year:	2008	2007
Land Value:	$2,019,750	$2,019,750
Building Value:	$0	$0
Market Value:	$2,019,750	$2,019,750
Assessed Value:	$2,019,750	$2,019,750

Exemption Information:

Year:	2008	2007
Agricultural:	$1,918,762	$1,918,762

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,918,762/ $100,988	$1,918,762/ $100,988
County:	$1,918,762/ $100,988	$1,918,762/ $100,988



Digital Orthophotography - 2007

0 ——— 234 ft

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Web Site
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Exhibit C

Official Use Only
Cycle:
Eligible: Y N
R/Date:
CDMP:
Units 16

Purchase of Development Rights
Property Evaluation Report

Folio Number(s): 30-7808-000-0020 + 30-7808-000-0010

Property Owner(s): Ralph Tortis - Diamond I Farms, Inc.

Property Address: 30210 Sw 217 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 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 16
- Viable farmland: Y N

Preparer's initials: _____

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I. Property Conditions

1. Size of property: 50 Acres number of tracks 2
   (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
   Mari
   Chekika Very Gravely Loam

   50% 40 Acres) 90% Row crops ... acreage for each
   40% 32 Acres Nursery (8 acres Equipment Storage)

4. Percent of land in natural areas, include type and acreage: 0

5. Historic agricultural use of property
   Property has contained continued agricultural uses for: More than 20 yrs.

II. Land Use Factors

1. Percent of area in agriculture and open space use within one mile of parcel: 90%

2. Percent of area within 1 mile of the site in AU or GU Zoning: 90%

3. Distance of parcel from the Urban Development Boundary (in miles): 0

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: [illegible]

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 within 2 miles of property

2. Proximity to a National Park, with mileage.
   Everglades National Park less than 2 miles west of property

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

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):
Fence 2 Pump houses 10x10 each
Shade house 50x50, Soil bin 30x10

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 LaPradd

Signature: _____ Date: 2-9-09

Preparer: _____

Signature: _____ Date: _____

Preparer: _____

Signature: _____ Date: _____

Preparer's initials: _____

MIAMI-DADE COUNTY PU[illegible]ASE OF DEVELOPMENT RIGHTS PROGRAM

Landowner Name
Diamond "I" Farms, Inc

EASEMENT MONITORING REPORT
FOR PURCHASE OF DEVELOPMENT RIGHTS (PDR)
Required under Miami-Dade County Resolution # R-1036-07

To be filled out by landowner

Landowner's Last Name	First Name	Middle Initial	Home Telephone Number
Iori, Jr.	Ralph		305-970-2938

Street Address or PO Box Number: P.O. Box 343430

City	State	Zip Code
Florida City	FL	33034

Business Name (if applicable)	Business Telephone Number
Diamond "I" Farms	305-986-4958

E-mail address (if applicable) — Best time to call

Landowner Plans for next year: [illegible] and Guava grove

To be filled out by monitor

Owner contacted *prior* to the visit?
No or **Yes** (please circle one)

Has ownership of property changed since the last monitoring? No or Yes (please circle one) If yes, complete the following:

1) Deed transferred *from:* _____

2) Deed transferred *to:* _____

3) Conservation easement referenced in the deed? Yes or No (please circle one)

☒ **Initial Report** ☐ **Annual Report**

☑ Photo taken
☑ Detailed review of Easement with Landowner

Current Monitor Date 12-17-10 **Pervious Monitor Date** _____

Owner or owner's representative accompanied the monitor?
☐ Yes ☒ No

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PRESENT LAND USE

Agriculture:

Nursery & Row crops

Forest/Natural Area:

Other Uses or Management Activities:

Ag storage

Have there been any human-made alterations on the property since the last monitor report, i.e., building or road construction, excavations, etc.?

☒ No ☐ Yes If **yes**, please list:

Are there any proposed alternations that require notification to Miami-Dade County?

☒ No ☐ Yes If **yes**, please list:

Potential problems or specific areas to visit on future inspections:

NW corner of front 40 acre

EASEMENT COMPLIANCE

Are there any possible violations of the terms of the easement?

☐ No ☐ Yes If **yes**, please list: _____

☐ Attached is a map of the property tracing the monitor route and noting any changes, i.e., new structures, roads or violation.

CERTIFICTION

I (we) certify that the statements made above are true and accurate representation of the current conditions of the property.

Signature of Monitor — Date: 12-17-10

Signature of Team Metro Representative: Cassandra Hudson, NCS — Date: 12-17-10

Signature of Landowner — Date: 12-17-10