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

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

DATE: July 7, 2011

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

SUBJECT: Resolution accepting "Assignment of Option to Purchase" approximately 5.94 acres of South Dade wetlands project within the Environmentally Endangered Lands Program acquisition site with the Nature Conservancy as assignor, Miami-Dade county as assignee, and Alberto Enrique Abrante and Daniela Francesca Abrante as sellers for a purchase price of $18,000; which may be funded from the Building Better Communities General Obligation Bond Program

The accompanying resolution was prepared by the Department of Environmental Resources Management and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 7, 2011

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

From: Alina T. Hudak
County Manager

Subject: Resolution Accepting "Assignment of Option to Purchase" Approximately 5.94 Acres of South Dade Wetlands Project within the Environmentally Endangered Lands Program Acquisition Site with The Nature Conservancy as Assignor, Miami-Dade County as Assignee and Alberto Enrique Abrante and Daniela Francesca Abrante as Sellers for a Purchase Price of $18,000; Which May Be Funded by the Building Better Communities General Obligation Bond Program

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Recommendation
The attached "Assignment of Option to Purchase" real estate has been negotiated by The Nature Conservancy for the Environmentally Endangered Lands (EEL) Program and is recommended for approval.

Scope
The EEL Program is countywide in nature. This acquisition is located in Commissioner Moss' District 9. The County Commission placed the South Dade Wetlands on the EEL Priority A Acquisition List in 1993. To date, the County, in partnership with the South Florida Water Management District, the State of Florida, and other funding partners, has acquired approximately 21,172 acres of land throughout Miami-Dade County since inception of the EEL Program.

Fiscal Impact/Funding Source
The EEL Acquisition Trust Fund or Building Better Communities General Obligation Bond (GOB) may be used for the purchase. As of April 30, 2011, the balance of the EEL Trust Fund GF080 (Subfund 081, Project Numbers 081005, 081006, 081007 and 081008) is $55,279,008 of which $25,360,662 is reserved for acquisition and $29,918,346 is reserved for management.

Track Record/Monitor
Not Applicable

Background
The historic loss, fragmentation and degradation of native wetland and forest communities in Miami-Dade County are well recognized. In May of 1990, with the knowledge that remaining wetland and forest communities were endangered, the electorate of Miami-Dade County authorized the County to levy an ad valorem tax for two years to create the EEL Program and Trust Fund. The purpose of the EEL Program is to acquire, preserve, enhance, restore, conserve and maintain environmentally-endangered lands for the benefit of present and future generations.

The parcel proposed for acquisition is located within the South Dade Wetlands EEL Project, an important wetland system in the southern part of Miami-Dade County. Land in this area is targeted for acquisition because of its strategic location between two national parks (Everglades National Park and Biscayne National Park) within the watersheds of Florida Bay, Biscayne Bay, Card Sound and Barnes Sound. Preserving and maintaining these wetlands is important for protecting against salt water intrusion of the Biscayne Aquifer and because of the importance of the region to endangered and threatened species. The acquisition of these parcels will add to adjacent conservation land and will facilitate the management of other County-owned land in the area.

The attached Assignment of Option to Purchase is for the following parcel:

TAX FOLIO NUMBER:	30-8915-000-0080
SELLER:	Alberto Enrique Abrante and Daniela Francesca Abrante
SIZE:	Approximately 5.94 acres
LOCATION:	West side of SW 137 Avenue with gravel road frontage, south of theoretical SW 392 Street (See Attachment A)
PURCHASE PRICE:	$18,000 ($3,030 per acre)
APPRAISAL DATA:	$35,640 ($6,000 per acre); appraised December 16, 2010
SALES HISTORY:	October 1986: Trustee's Special Warranty Deed from Florida National Bank to Susana P. Olmo. Amount of $28,000 calculated from Documentary Stamp Tax fee. June 2010: Quit Claim Deed from Susana P. Olmo to Alberto Enrique Abrante and Daniela Francesca Abrante. No amount specified. The above listed owners are not a partnership or corporation.

Attachment A: Site location map
Attachment B: Option Agreement for Sale and Purchase

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 7, 2010

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

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

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. 8(D)(1)(C)
7-7-11

RESOLUTION NO. _____

RESOLUTION ACCEPTING "ASSIGNMENT OF OPTION TO PURCHASE" APPROXIMATELY 5.94 ACRES OF SOUTH DADE WETLANDS PROJECT WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM ACQUISITION SITE WITH THE NATURE CONSERVANCY AS ASSIGNOR, MIAMI-DADE COUNTY AS ASSIGNEE, AND ALBERTO ENRIQUE ABRANTE AND DANIELA FRANCESCA ABRANTE AS SELLERS FOR A PURCHASE PRICE OF $18,000; WHICH MAY BE FUNDED FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONTAINED THEREIN

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

WHEREAS, this Board desires to accomplish the purposes of Section 24-50 of the Code of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the "Assignment of Option to Purchase" from the Nature Conservancy, as assignor, Miami-Dade County as assignee and Alberto Enrique Abrante and Daniela Francesca Abrante as sellers for a purchase price of $18,000, which may be funded from the Building Better Communities General Obligation Bond Program, for purchase of property more specifically described in Attachment B, in substantially the form attached hereto and made part hereof; authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, in substantially the form attached hereto and made part hereof; authorizes the Mayor or Mayor's designee to execute amendments to this agreement for time extension and to accept additional funds that may become available for this agreement; and authorizes the Mayor or

Mayor's designee to exercise the provisions contained therein and, pursuant to Resolution No. R-974-09, to (a) record the instrument of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and (b) direct the Clerk of the Board to attach and permanently store a recorded copy of said instrument together with this resolution.

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
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 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

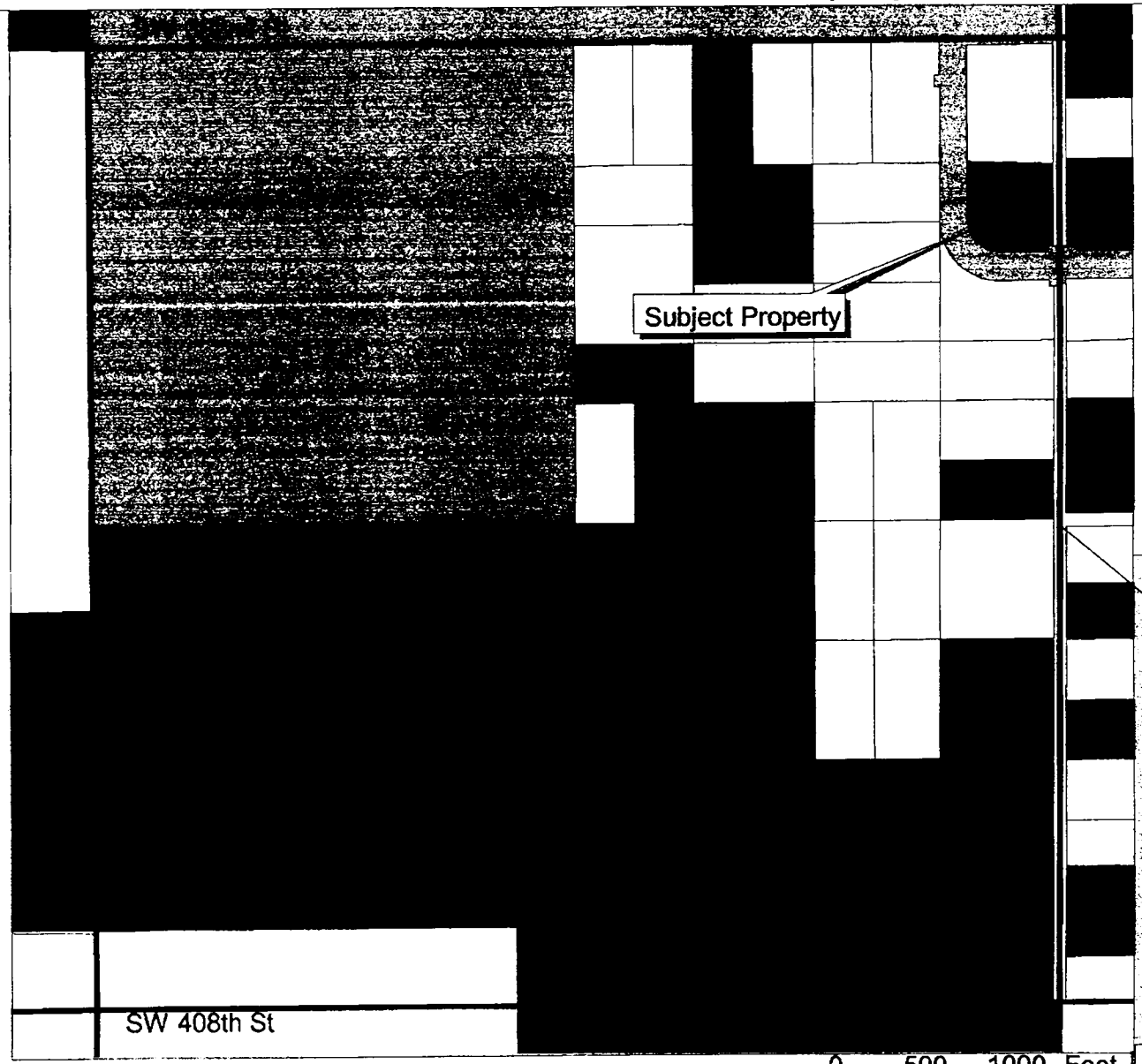
Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

6

SOUTH DADE WETLANDS PROJECT

Abrante Property



Environmentally Endangered Lands Program

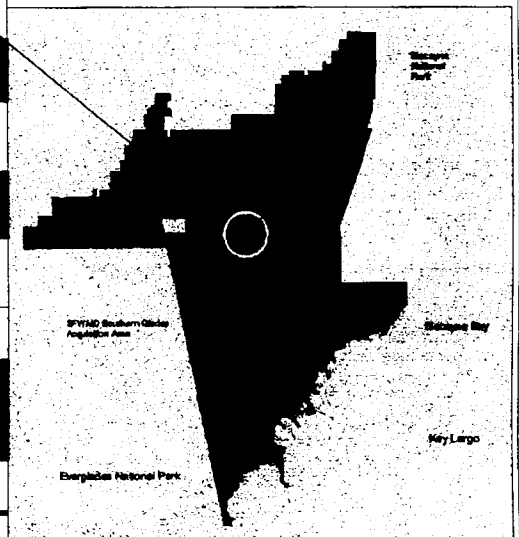
Parcel Information:
Folio # 30-8915-000-0080

Legend

- Project Parcel
- County Owned
- SFWMD Owned
- Section Boundary

N

ATTACHMENT A



South Dade Wetlands Acquisition Project Area approved by Miami-Dade Board of County Commissioners 4/27/1993, 7/6/2000, & 2/2/2010.

P:/EEL/EEL GIS Projects/BCC maps/sdw/abrante8915.apr

by County check) to SELLER at time of closing, subject only to the prorations and adjustments as otherwise provided in this Agreement. In the event BUYER's funds in the amount of the Purchase Price are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice from BUYER to SELLER.

2. CLOSING DATE.

The closing shall be on or before 90 days after BUYER exercises the option; provided, however, that if a defect exists in the title to the Premises, title commitment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 30 days after receipt of documentation removing the defects, whichever is later. BUYER shall set the date, time and place of closing.

3. PRORATIONS.

All real estate taxes and assessments which are or which may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to the County, SELLER shall pay at closing all real property taxes accrued with respect to the Property through the closing date in accordance with Florida Statute 196.295 and all other revenue of the Property shall be prorated as of the closing date. All pending, certified, confirmed or ratified special assessment liens existing as of the closing date are to be paid by the SELLER no later than closing. Intangible personal property taxes, if any, shall be paid by SELLER.

4. EVIDENCE OF TITLE.

SELLER, no later than thirty (30) days after BUYER's execution of this Agreement, shall at SELLER's expense order a title insurance commitment issued by a title insurer approved by BUYER, agreeing to issue to the BUYER upon recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the Purchase Price insuring the BUYER as to marketable title of the Premises, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and those which will be satisfied or discharged by the SELLER at or before closing. Said title insurance commitment shall include, at SELLER's expense, complete legible copies of all supporting documentation to all schedule B title exceptions. The cost of the title commitment and all supporting documentation, as well as the entire title insurance premium due for the title insurance policy to be issued to the BUYER after Closing pursuant to the title Commitment shall be deducted from SELLER's proceeds at Closing. BUYER shall have thirty (30) days from the date of receiving the evidence of title to examine same. If title is found to be unacceptable to BUYER, in BUYER's sole discretion, the BUYER shall within said period notify the SELLER in writing specifying the defects. The SELLER shall have ninety (90) days from the receipt of such notice to cure the defects, and if after said period the SELLER shall not have cured the defects, BUYER shall have the option: (1) of accepting title as it then is or (2) declining to accept title and thereupon this Agreement shall be canceled and the BUYER and the SELLER shall have no further claim against each other.

5. CONVEYANCE.

At closing, SELLER shall execute and deliver to BUYER a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Premises together with all timber rights, water rights and subsurface rights, and all right, title and interest of SELLER in and to any streams, canals, water bodies, drainage ditches, alleys, roads, streets, easements of access and utility rights of way, abutting or adjoining the Premises, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of BUYER and do not impair the marketability of the title to the Premises.

6. RESTRICTIONS AND EASEMENTS.

The BUYER shall take title subject to: (a) Zoning and/or restrictions and prohibitions imposed by governmental authority, (b) public utility easements of record, provided said easements are located on the side or rear lines of the Premises and are not more than ten feet in width.

Notwithstanding anything contained herein to the contrary, any other easements, restrictions, obligations or encumbrances either recorded or unrecorded, for which SELLER is unable to acquire release satisfactory to BUYER, or such easements, restrictions, obligations or encumbrances which BUYER, at its sole discretion, does not accept, shall be considered title defect(s) and shall allow BUYER to terminate all obligations under this Agreement.

7. EXISTING MORTGAGES.

For any existing mortgage, the SELLER shall furnish estoppel letters (not necessarily in affidavit form) setting forth the principal balance, method of payment, and whether the mortgage is in good standing. All outstanding mortgages shall be satisfied by SELLER and a recordable satisfaction of such mortgage furnished to BUYER, at or prior to closing.

8. NO LEASES OR PARTIES IN POSSESSION.

The SELLER warrants that there are no written or oral leases, licenses, rights of entry or easements pertaining to the Premises and that there are no parties other than SELLER in occupancy or possession of any part of the Premises.

9. MECHANICS LIENS.

The SELLER shall furnish to the BUYER at closing an affidavit that there have been no improvements to the Premises for 90 days immediately preceding the date of closing. If the Premises have been improved within 90 days immediately preceding the closing date, the SELLER shall deliver releases or waiver of all mechanics liens executed by general contractors, subcontractors, suppliers or material men and the SELLER's mechanics lien affidavit sufficient to obtain a title policy without an exception pertaining thereto.

10. SPECIAL ASSESSMENT LIENS.

All pending, certified, confirmed or ratified special assessment liens existing as of the date of closing are to be paid by the SELLER.

11. HANDWRITTEN PROVISIONS.

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

12. DOCUMENTS FOR CLOSING.

The BUYER shall prepare the deed, the SELLER's affidavits, and the closing statement and submit copies of the same to the SELLER's attorney, at least five (5) days prior to the closing. At the time of execution of this Agreement by SELLER, the SELLER shall prepare and submit to BUYER a Beneficial Interest and Disclosure Affidavit as required by Section 380.08(2), Florida Statutes.

13. EXPENSES.

The SELLER will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the statutory warranty deed and any other recordable instruments necessary to assure good and marketable title to the Premises.

14. DEFAULT.

If SELLER defaults under this Agreement, BUYER may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from SELLER's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, BUYER will be entitled to recover reasonable attorney's fees and costs.

15. ENVIRONMENTAL CONDITIONS.

For purposes of this Agreement, "pollutant" shall mean waste of any kind, or any contaminant, toxic material, hazardous material, petroleum, petroleum products or by-products, ground pollution or other pollution as defined or regulated by applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions (hereinafter sometimes referred to collectively as "Applicable Laws"). "Disposal" shall mean the presence, introduction, release, storage, use, handling, discharge, or disposition of such pollutants.

While paragraph 15 establishes contractual liability for the SELLER regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of the SELLER for such pollution.

A. REPRESENTATIONS

The SELLER warrants and represents to the BUYER as follows concerning the Premises:

1) The SELLER has obtained and is in full compliance with any and all permits regarding the disposal of pollutants on the Premises or contiguous property.

2) The SELLER is not aware nor does it have any notice, actual or constructive, of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the disposal of any pollutant on the Premises or on contiguous property other than the cleanup, if any, referred to in Paragraph 15C (2) of this Agreement.

3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or threatened against the SELLER relating in any way to the disposal of pollutants on the Premises or on any contiguous property.

B. ENVIRONMENTAL AUDIT.

The SELLER hereby allows BUYER full and free access to the Premises in order to perform an Environmental Pollution Audit ("Audit") to be completed by Buyer, at Buyer's expense, within sixty (60) calendar days after the Buyer's execution of this Agreement.

C. POLLUTANTS.

(1) In the event that the Audit discloses the presence of pollutants on the Premises, BUYER or SELLER may elect to terminate this Agreement by sending written notice to the other party within thirty (30) calendar days after receipt of the Audit, and neither party shall have any further obligations under this Agreement.

(2) Should the BUYER and SELLER elect not to terminate this Agreement, the SELLER shall at his sole cost and expense and prior to the closing, complete any assessment, cleanup and monitoring of the pollutants on the Premises necessary to bring the Premises into full compliance with all Applicable Laws. SELLER shall furnish the BUYER with written proof from the appropriate local, state and/or federal agency with jurisdiction over the cleanup that the cleanup has been satisfactorily completed and no further liability exists. The SELLER shall, in addition, execute an affidavit to be delivered to the BUYER at closing that the SELLER warrants and represents to the BUYER, its successors and assigns that SELLER has fully completed any assessment, clean up and monitoring of pollutants on the Premises necessary to bring the Premises into full compliance with Applicable Laws.

16. RIGHT TO ENTER.

The SELLER agrees that from the date of this Agreement through the date of closing, all officers and accredited agents of the BUYER shall have at all reasonable times the unrestricted right to enter upon the Premises for all proper and lawful purposes, including examination of the Premises and the resources upon them.

17. PLACE OF CLOSING.

Closing shall be held at the office of the BUYER or as otherwise agreed upon.

18. RISK OF LOSS AND CONDITION OF PREMISES.

SELLER assumes all risk of loss or damage to the Premises prior to the date of closing and warrants that the Premises shall be transferred and conveyed to BUYER in the same or essentially the same condition as of the date of SELLER'S execution of this Agreement, ordinary wear and tear excepted. However, in the event that the condition of the Premises is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. SELLER agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Premises to the satisfaction of BUYER prior to the Option Expiration Date.

19. ACCESS.

SELLER warrants that there is legal ingress and egress for and to the Premises.

20. BROKERS.

SELLER warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. SELLER shall indemnify and hold BUYER harmless from any and all such claims.

21. TIME.

Time is of the essence with regard to all dates or times set forth in this Agreement.

22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

23. WAIVER.

Failure of BUYER to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

24. ASSIGNMENT AND SUCCESSORS IN INTEREST.

This Agreement may be assigned by BUYER to Miami-Dade County. This Agreement may not be assigned by SELLER. This Agreement shall be legally binding upon the parties, their heirs, legal representatives, successors, and assigns.

25. MISCELLANEOUS.

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

TO BUYER:

The Nature Conservancy, as Trustee of
The Nature Conservancy Charitable Trust
Attn: Legal Department
222 S. Westmonte Drive, Suite 300
Altamonte Springs, FL 32714

If the Agreement is assigned to the County:

Attn: Director
Environmentally Endangered Lands Program
701 NW 1st Ct., 6th Floor
Miami, FL 33136

TO SELLER:

Alberto Enrique Abrante and
Daniela Francesca Abrante
11218 NW 77 Terrace
Miami, FL 33178

Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (3) one day after mailing by any form of overnight mail service.

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

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

26. SURVIVAL.

The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, including those contained in paragraph 15 shall survive the closing, the delivery and recording of the deed and BUYER's possession of the Premises.

27. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS.

The SELLER certifies that the information he has provided on Exhibit "B" - "CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS," (the "Certification"), attached hereto and incorporated herein by reference, is true and correct to the best of the SELLER's knowledge. In the event that any material misrepresentation in the Certification is discovered during the term of this Agreement, the BUYER may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, the BUYER may, at its option, recover damages resulting from the termination. Notice of termination shall be given to SELLER as provided in paragraph 25.a. above.

Witness as to Seller
Print Name: SUSANA CORDERO

Witness as to Seller
Print Name: DAVID CORDERO

SELLER:

ALBERTO ENRIQUE ABRANTE

Witness as to Seller
Print Name: SUSANA CORDERO

Witness as to Seller
Print Name: DAVID CORDERO

DANIELA FRANCESCA ABRANTE

Date signed by Seller _____

Betty E Ayala
Witness as to Buyer
Print Name: Betty E. Ayala

Amy Givens
Witness as to Buyer
Print Name: Amy Givens

BUYER:

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

By: Maria Melchiori
Maria F. Melchiori
~~Associate State~~ Director of Operations

Reviewed by: GR – 1/27/2011

Date signed by Buyer 4/25/2011

STATE OF Florida)
) ss.:
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 18 day of April, 2011, by **ALBERTO ENRIQUE ABRANTE**, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

(NOTARY PUBLIC)
SEAL

Notary Public
Sonia Ergueta
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: DD 754176
My Commission Expires: 3/18/12

SONIA ERGUETA
MY COMMISSION # DD 754176
EXPIRES: March 18, 2012
Bonded Thru Notary Public Underwriters

STATE OF Florida)
) ss.:
COUNTY OF dade)

The foregoing instrument was acknowledged before me this 18 day of April, 2011, by **DANIELA FRANCESCA ABRANTE**, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

(NOTARY PUBLIC SEAL)

Notary Public

Sonia Ergueta
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 764176
My Commission Expires: 3/18/12

SONIA ERGUETA
MY COMMISSION # DD 754176
EXPIRES: March 18, 2012
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

The foregoing instrument was ~~acknowledged~~ of Operations before me this 25th day of April, 2011, by Maria F. Melchiori, as ~~Associate State~~ Director of The Nature Conservancy, a nonprofit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended. She is personally known to me and did not take an oath.

(NOTARY PUBLIC SEAL)

Betty E Ayala
Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:
My Commission Expires:

BETTY E. AYALA
MY COMMISSION # EE 070530
EXPIRES: March 6, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT A

Legal Description

The Southeast ¼ of the Northeast ¼ of the Northeast ¼ lying North and East of the Northerly and Easterly right-of-way lines of proposed Canal C107, less the East 35 feet thereof, of Section 15, Township 58 South, Range 39 East, of Miami Dade County, Florida.

EXHIBIT B

CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS

A. The Seller hereby certifies:

1. The Seller does not commit, attempt to commit, advocate, facilitate, or participate in terrorist acts, nor has Seller committed, attempted to commit, facilitated, or participated in terrorist acts.

2. The Seller will take all reasonable steps to ensure that Seller does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

3. Before providing any material support or resources to an individual or entity, the Seller will consider all information about that individual or entity of which Seller is aware or that is available to the public.

4. The Seller will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. "Terrorist act" means:
(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or
(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

SELLER:

ALBERTO ENRIQUE ABRANTE

DANIELA FRANCESCA ABRANTE

DISCLOSURE STATEMENT INVOLVING AU LAND

LAND INVOLVED IN THIS TRANSACTION IS ZONED AGRICULTURAL (AU) OR IS SUBJECT TO AU REGULATION. AGRICULTURAL ACTIVITIES WHICH MAY BE LAWFULLY CONDUCTED WITHIN THIS AREA INCLUDE BUT MAY NOT BE LIMITED TO CULTIVATION AND HARVESTING OF CROPS;.PROCESSING AND PACKING OF FRUIT AND VEGETABLES; BREEDING OF LIVESTOCK AND POULTRY; OPERATION OF IRRIGATION PUMPS AND OTHER MACHINERY; GROUND OR AERIAL SEEDING OR SPRAYING; APPLICATION OF CHEMICAL FERTILIZERS, CONDITIONERS, PESTICIDES AND HERBICIDES; GENERATION OF TRUCK TRAFFIC AND OF NOISE, ODORS, DUST AND FUMES ASSOCIATED WITH THE CONDUCT OF THE FOREGOING ACTIVITIES; AND THE EMPLOYMENT AND USE OF AGRICULTURAL LABOR. SUCH AGRICULTURAL ACTIVITIES MAY BE PROTECTED FROM NUISANCE SUITS BY THE "FLORIDA RIGHT TO FARM ACT," SECTION 823.14, FLORIDA STATUTES (1991).

AU LAND IN THE EAST EVERGLADES AREA OF CRITICAL ENVIRONMENTAL CONCERN IS SUBJECT TO RESTRICTIONS LIMITING DENSITY TO NO GREATER THAN ONE DWELLING UNIT PER FORTY (40) ACRES, OR UNDER CERTAIN CONDITIONS TO ONE DWELLING UNIT PER TWENTY (20) ACRES, AS PROVIDED BY SECTION 33B-25, CODE OF METROPOLITAN DADE COUNTY, FLORIDA.

THE ZONING CODE OF METROPOLITAN DADE COUNTY ENUMERATES CERTAIN EXCEPTIONS WHERE SMALLER LOT SIZES ARE PERMITTED. IF THE LAND WHICH IS THE SUBJECT OF THIS TRANSACTION DOES NOT QUALIFY FOR AN EXCEPTION, AND DOES NOT MEET BOTH THE LOT FRONTAGE AND AREA REQUIREMENTS NOTED ABOVE, NO SINGLE FAMILY RESIDENTIAL USE OR ANY OTHER USE OF THE PROPERTY MAY BE PERMITTED UNLESS FIRST APPROVED AFTER PUBLIC HEARING.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE FOREGOING STATEMENT.

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

By: Maria Melchiori
Maria F. Melchiori
~~Associate State~~ Director of Operations

Date 4/25/2011

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Section 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Premises described in Exhibit "A" attached hereto are:

Name	Address	Reason for Payment	Amount
None		THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"	

2) That, to the best of the Seller's knowledge, the following is a true history of all financial transactions concerning the Premises which have taken place during the five years prior to the date of this affidavit:

Name and Address of Parties Involved	Date	Type of Transactions	Amount of Transactions
None		THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"	

SELLER

ALBERTO ENRIQUE ABRANTE

DANIELA FRANCESCA ABRANTE

DISCLOSURE FORM

(See "List of Conservancy 'key employees' and members of the Board of Directors" on pg. 3)

It is the policy of The Nature Conservancy ("TNC") to identify actual, potential or perceived conflicts of interest in any situation in which TNC has a significant business interest. To assist TNC in complying with this policy, we request that all individuals and/or "entities" that will be involved in a proposed transaction with TNC complete this form.

I. TRANSACTION INFORMATION *(to be completed by TNC staff)*

A. Real Estate Transaction:

Conservation Area and Tract:
Acres:
Describe transaction briefly (acquisition or transfer; gift or purchase; fee, easement or other):

B. Non-Real Estate Transaction (e.g., non-real estate contract, grant to non-profit)

Describe:

C. Total dollar value of transaction: $_____

II. PARTIES TO THE TRANSACTION: Please list all individuals and/or entities* that will be involved in this transaction here:

* An "entity" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation or unincorporated entity of any kind, a foundation, public board, commission, and a 501(c)(3) or other charitable organization.

INDIVIDUALS ANSWER SECTION III, AND ENTITIES ANSWER SECTION IV.

Note: Lists of TNC key employees, Executive Team members, and current and prior members of TNC's Board of Directors since July 1, 2005 are attached and should be referred to in completing Parts III or IV, as applicable.

III. QUESTIONS FOR EACH INDIVIDUAL IDENTIFIED IN SECTION II: **Please check all that apply and attach an explanation for any "Yes" answers.**

1. Are you now, or have you been at any time since July 1, 2005 :	Yes	No
a. A TNC "key employee"?		X
b. A member of TNC's Board of Directors?		X
2. Are you now or have you been in the past 12 months a TNC employee (other than a key employee), a Chapter Trustee or member of a Country Program Advisory Council?		X
3. Are you a Substantial Contributor to TNC (defined for these purposes as an individual whose total aggregate contributions to TNC (i) during the current year is U.S. $5 million or more, or (ii) during the prior five (5) years is U.S. $25 million or more)?		X
4. To your knowledge, are you a Family Member of any individual identified in paragraph 1, 2 or 3 above? (For these purposes, the term "Family Member" includes the individual's spouse, siblings, siblings' spouses, all ancestors and their spouses, direct descendents (natural and adopted) through great grandchildren and their spouses, step-parents, step-siblings in-laws (father, mother, daughter, son, brother and sister), and any person with whom the individual in paragraph 1 above shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the individual.)		X

IV. QUESTIONS FOR EACH ENTITY IDENTIFIED IN SECTION II: **Please check all that apply and attach an explanation for any "Yes" answers.**

	Yes	No
For profit entities:		X
A. Is the entity a **Substantial Contributor to TNC** whose total aggregate contributions to TNC (i) during the current year is U.S. $5 million or more, or (ii) during the last five (5) years is U.S. $25 million or more?		X
B. **Now or at the time of the proposed transaction**, does or will any TNC employee, member of TNC's Board of Directors, or TNC chapter trustee or advisory council member, individually or collectively with other such persons (including Family Members of such persons), **own, directly or indirectly, more than 35% of the stock or value of the entity, or have the legal or *de facto* power to exercise a controlling influence over the entity's management or policies, i.e., as an officer, key management employee, board member or partner?**		X
C. Now or at the time of the proposed transaction, have or will any members of TNC's Executive Team or Board of Directors serve as • an officer, director, trustee, key employee, or partner; or • if the entity is a limited liability corporation, a member; or • if the entity is a professional corporation, a shareholder?		X
For non profit entities:		X
Now or at the time of the proposed transaction, have or will any person described in the table in Section III, individually or collectively with other such persons (including Family Members), **have the ability to control management of the entity?**		X

Signatures of all the parties identified in Section II:

SIGNATURES FOR INDIVIDUALS:

Signature: Alberto Abrante

Printed name: **ALBERTO ENRIQUE ABRANTE**

Date: 4/18/2011

Signature: Daniela Abrante

Printed name: **DANIELA FRANCESCA ABRANTE**

Date: 4-18-2011

For use with TNC's Conflict of Interest SOP at http://home.tnc/psop/gc/procedures/art12345.html
Individuals who in the current fiscal year (FY11) are or during the preceding five fiscal years have been a Conservancy "key employee" or a member of the Board of Directors:

Key Employees

Current Executive Team
William Ginn
Steve Howell
Peter Kareiva
Brian McPeek
Glenn Prickett
Geof Rochester
Angie Sosdian
Philip Tabas
Mark Tercek

Other Key Employees
Michael Andrews
Robert Bendick
Karen Berky
Mark Burget
John Cook
Rebecca Girvin-Argon
Amy Golden
Joe Keenan
Russell Leiman
Steven J. McCormick
Robert McKim
Stephanie K. Meeks
Craig Neyman
Rebecca L. Patton
Terry Richey
Bruce Runnels
Katherine Skinner
Michael Sweeney
Elizabeth Ward
Jim Zhang

Current Board of Directors (FY '11)
Teresa Beck
David Blood
Gordon Crawford
Gretchen C. Daily
Steven A. Denning
Harry Groome
Roberto Hernández Ramirez
Frank E. Loy
Jack Ma
Craig McCaw
Thomas J. Meredith
Thomas Middleton
Roger Milliken, Jr.
James C. Morgan
Stephen Polasky
Mary H. Ruckelshaus
John P. Sall
Cristián Samper
Muneer A. Satter
Thomas J. Tierney
Moses Tsang
Shirley Young

Prior Board Members (FYs '06-'10)
Joel E. Cohen
A. D. Correll, Jr
Carol E. Dinkins
Anthony P. Grassi
Frances C. James
Philip J. James
John P. Morgridge
William W. Murdoch
Henry M. Paulson, Jr.
Leigh H. Perkins, Jr.
Jan V. Portman
Robert J. Portman
Christine M. Scott
Georgia Welles

Folio No. 3089150000080

ASSIGNMENT OF OPTION TO PURCHASE

Tract No. 304-053

For the consideration recited hereunder, THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, FL 32714, as Assignor, hereby transfers and assigns to MIAMI-DADE COUNTY, a political subdivision of the State of Florida, with an address c/o Environmentally Endangered Lands Program, Department of Environmental Resources Management, Office County Manager, Stephen P. Clark Center, 701 NW 1st Ct., 6th Floor, Miami, FL 33136, its successors and assigns, as Assignee, all of its right, title and interest in that certain option to purchase between Assignor, as Purchaser, and ALBERTO ENRIQUE ABRANTE and DANIELA FRANCESCA ABRANTE, as Seller, and which option agreement and all amendments thereto are attached hereto as Exhibit "A" and by reference made a part hereof (the "Option Agreement"), for the sale and purchase of the real property described in the Option Agreement (the "Property"), subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made pursuant to the Assignee's Environmentally Endangered Lands Program Agreement for Professional Services (the "Contract") between Assignor and Assignee and dated April 20, 2001. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said Contract.

THE NATURE CONSERVANCY

By: Maria F Melchiori
Maria F. Melchiori
Its: Director of Operations

Date Executed: 4/25/11

Reviewed by: GR – Legal Dept.

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and conditions therein stated.

ATTEST:

By: _____
Clerk

[SEAL]

MIAMI-DADE COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _____
County Manager

Approved as to form and legal sufficiency:

Attorney: _____

Date Executed: _____