# Memorandum

MIAMI-DADE COUNTY

**Date:** December 1, 2015

Agenda Item No. 8(M)(8)

**To:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez
Mayor

**Subject:** Resolution Approving the Acquisition of a Conservation Easement to Purchase Development Rights from V&J Real Estate 1, LLC to Preserve Farmland as Part of the Building Better Communities General Obligation Bond Purchase of Development Rights Program

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**Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the acquisition of conservation easements to purchase development rights for approximately 40 acres in the amount of $700,000.00. More specifically, this resolution authorizes the County Mayor or the County Mayor's designee to execute the Conservation Easement, in substantially the form attached as Exhibit A to the resolution, to purchase development rights for one (1) parcel.

This purchase has been negotiated by Miami-Dade County in accordance with Resolution No. R-1036-07, which established the Purchase Development Rights Program. The Purchase Development Rights Program is funded through the Building Better Communities General Obligation Bond (BBC-GOB) Program. BBC-GOB program funds will be matched by a 50 percent grant from the United States Department of Agriculture's (USDA) Agricultural Conservation Easement Program. The conservation easements for the parcels will be in perpetuity and in a form prescribed by the USDA.

**Scope**

This parcel is located in Commission District 9, which is represented by Commissioner Dennis C. Moss. However, the Purchase Development Rights Program is Countywide in nature as it contributes to the cultural heritage and environmental quality of the region.

**Fiscal Impact/Funding Source**

The Purchase Developments Right Program is funded under Project No. 10 of the BBC-GOB Program, which has a balance of $16,141,590.00 as of September 30, 2015. The negotiated price for approximately 40 acres owned by V&J Real Estate 1, LLC is $700,000.00. The County will be reimbursed 50 percent of the cost of the easement purchase price through a USDA grant, making the County's final purchase price $350,000.00.

In 2008, Florida voters approved constitutional Amendment 4, titled Florida Property Tax Exemption of Perpetually Conserved Land, which became 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 may be eligible for a 50 percent reduction of their ad valorem taxes. The total 2015 ad valorem taxes on the property is $1,460.81 based on the Miami-Dade Property Appraiser's taxable value, and the 50 percent reduction, if applied, would reduce the ad valorem taxes to $730.40. The net reduction in ad valorem property tax revenues to the County is estimated at $390.34.

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

**Background**
The BBC-GOB Program includes $30 million for Project No. 10 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 Purchase Development Rights Program allows agricultural landowners to retain their existing use rights while receiving compensation for the land's development value. To date, the County's program has acquired development rights on approximately 356 acres of farmland, receiving more than $ 3,527,550.00 in federal matching funds.

The property was reviewed by Charles LaPradd, the County's Agricultural Manager. The property is viable for agriculture production and is actively farmed. The recommendation to purchase the rights on these properties is based on the current pattern of development, future development trends and the proximity to other available properties. This property is in an area that staff has determined to be significant for preservation under the Purchase Development Rights Program.

The property meets the requirements of the Purchase Development Rights Program, in that it:

- is actively farmed;
- is free from enforcement activities;
- has available density;
- is designated agriculture on the CDMP map; and
- is properly zoned and located outside the Urban Development Boundary.

The appraisal of the property was completed in April 2015. The purchase price of $700,000.00 is based on values obtained from the appraisal. If approved by the Board, the development rights will be purchased at appraised value.

It is being requested that this easement remain in place in perpetuity, as required by the USDA Agricultural Conservation Easement Program grant agreement.

Jack Osterholt
Deputy Mayor

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime and Members, Board of County Commissioners

**DATE:** December 1, 2015

**FROM:** Abigail Price-Williams County Attorney

**SUBJECT:** Agenda Item No. 8(M)(8)

**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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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(M)(8)
12-1-15

RESOLUTION NO. _____

RESOLUTION APPROVING THE ACQUISITION OF A CONSERVATION EASEMENT TO PURCHASE DEVELOPMENT RIGHTS IN THE AMOUNT OF $700,000.00, ON APPROXIMATELY 40 ACRES LOCATED AT SW 312 STREET AND SW 212 AVENUE, AS PART OF THE COUNTY'S PURCHASE OF DEVELOPMENT RIGHTS PROGRAM WITH V&J REAL ESTATE 1, LLC AS SELLERS; APPROVING PROJECT FUNDING SOURCE INCLUDING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS AND UNITED STATES DEPARTMENT OF AGRICULTURE'S AGRICULTURAL CONSERVATION EASEMENT PROGRAM GRANT FUNDS; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A CONSERVATION EASEMENT AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE ACQUISITION AUTHORIZED BY THE BOARD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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:

**Section 1.** Authorizes the acquisition of a conservation easement to purchase development rights in the amount of $700,000.00 on approximately 40 acres from V&J Real Estate 1, LLC, identified by Folio number 30-7809-000-0080, more specifically described in Exhibit 1, in substantially the form attached hereto.

**Section 2.** Authorizes the County Mayor or the County Mayor's designee to execute conservation easements in substantially the form attached hereto in Exhibit A.

**Section 3.** Further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the acquisition authorized by the Board and exercise all other rights conferred therein, and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida.

**Section 4.** Pursuant to Resolution No. R-974-09, (a) directs the County Mayor or the County Mayor's 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 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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

| | |
|---|---|
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

# EXHIBIT A

Document Prepared by Jorge Martinez-Esteve
Assistant County Attorney
111 NW 1st Street, Suite 2810
Miami, FL 33128

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this _____ day of _____ 20__, by and between _____, a Florida Profit corporation, ("Grantor(s)"), having an address at _____ and Miami-Dade County, a Political Subdivision of the State of Florida, ("Grantee(s)") , having an address at 111 N.W. 1st Street, Miami, FL 33128, c/o Department of Regulatory & Economic Resources, having an address at 111 N.W. 1st Street, 29th Floor, Miami, Florida 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, for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource conservation and as open space and further acknowledge that the Easement is acquired by the Grantee(s)s to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses on the Protected Property. The Grantor(s) and Grantee(s) are collectively referred to as "The Parties".

Exhibits to this Easement include the following:

1. Exhibit 1 - Minimum Terms for Agricultural Land Easements
2. Exhibit 2 - Legal Description of the Protected Property
3. Exhibit 3 - Map of the Protected Property
4. Exhibit 4 - 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 as 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, Grantor(s) own in fee simple _____acres, more or less of certain real property (" Protected Property") situated, lying and being in Miami-Dade County, Florida, and more particularly described in Exhibit 2 attached hereto, which was conveyed to the Grantor(s):

_____, and recorded among the public records of Miami-Dade County,

Florida, with Folio(s) _____. This Protected Property is vacant, no address has been issued and,

WHEREAS, the Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE") on real Protected Property described in Exhibit A, hereafter referred to as "the Protected Property", for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses on the Protected Property.

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

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

WHEREAS, Grantor(s) intend, as the owners of the Protected Property, to convey to Grantee(s) the right to preserve and protect the conservation value of the Protected Property in perpetuity; and,

WHEREAS, Grantee(s) agrees, by acceptance of this Easement, to honor the intentions of the Grantor(s) stated herein to preserve and protect in perpetuity the conservation value of the Protected 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 as amended; and,

WHEREAS, the specific agricultural resources and conservation values of the Protected Property are further documented in an inventory of relevant features of the Protected Property, are set forth in a Baseline Documentation Report dated _____, a copy of which is 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 Protected 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;

WHEREAS, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in this Easement and in Exhibit 1 attached hereto;

NOW, THEREFORE, for valuable consideration, including but not limited to the payment of $_____, and in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth, Grantor(s) voluntarily, unconditionally and irrevocably hereby grant and convey unto Grantee(s), 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 Protected Property, and Grantee(s) hereby accepts said Easement.

**SECTION 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 Protected Property, and to give full effect to the goals of the PDR Program, and to prevent the use or development of the Protected Property for any purpose or in any manner that would conflict with these features, characteristics and agricultural use of the Protected Property.

**SECTION 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 8 and runs with the land as an incorporeal interest in the Protected Property, enforceable with respect to the Protected Property by Grantee(s) against Grantor(s) and their personal representatives, heirs, successors and assigns.

**SECTION 3. MINIMUM CONSERVATION DEED RESTRICTIONS**

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The Grantor(s) and Grantee(s) and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this Easement, as well as the terms and conditions included in Exhibit 1, the Code of Ordinances of Miami-Dade County, Florida, and Resolution R-1036-07 and as amended.

Grantor(s) agree that in the event of any conflict between provisions in the Code of Ordinances of Miami-Dade County, Florida, the Easement, and Exhibit 1, the more restrictive terms and conditions, as determined in the sole discretion of the County Mayor or County Mayor's designee, shall control the use of the Protected Property.

## A. PERMITTED ACTIVITIES AND PRACTICES

(A) Agricultural Use.

Grantor(s) 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 and the restriction contained within Exhibit 1 attached hereto. Grantor(s) agree to abide by any subsequent amendments to the requirements and permissible uses of the AU Zoning District. Grantor(s) and Grantee(s) 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.

(B) Residential Use.

Grantor(s) and their families, lessees, heirs and assigns may reside on the Protected Property in existing single-family residences. Any existing single-family residences may be repaired and replaced and no more than 0 (zero) additional residential units may be developed on the Protected Property.

(C) Exercise of Rights by Grantor(s).

All rights reserved by Grantor(s) 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 Protected Property.

## B. PROHIBITED AND RESTRICTED ACTIVITIES

(A) Generally.

Activities other than those permitted in Section 3 above and Exhibit 1 attached hereto 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 Protected 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 produced on site shall be considered commercial or industrial use.

(C) Billboards and Signs.

Display of billboards, signs or advertisements is prohibited on or over the Protected Property, except those related to the permitted use of the Protected 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 Protected 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 Protected 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 of organic materials shall be in accordance with applicable federal, state and county laws and generally accepted agricultural management practices.

(E) 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 Protected Property defined by Florida state law or Federal law as wetlands at the time of the proposed activity.

(F) Buildings and Structures.

Buildings, means of access and other structures are prohibited on the Protected Property, except those allowed in Section 3 above and are limited to structures and improvements that support the agricultural use of the Protected Property.

(G) Roads.

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

(H) Erosion.

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

(I) Watercourses.

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

(J) Feedlots.

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

(K) High-Intensity Activities.

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

(L) 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.

## C. PRESERVING AGRICULTURAL USES.

The provisions of this Easement and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the terms of Exhibit 1 attached hereto, the ALE Plan, Miami-Dade County Code of Ordinances and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease the Easement's protection for the agricultural use and future viability, and related conservation values of the Protected Property.

## SECTION 4. AFFIRMATIVE RIGHTS CONVEYED TO GRANTEE(S)

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

### A. Right to Protect Protected Property.

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

### B. Prevent Prohibited Activities.

To prevent any activity on or use of the Protected 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 Protected Property that may be damaged by any inconsistent activity or use. However, it is the intention of the Easement not to limit the Grantor(s)' discretion to employ various choices of agricultural, farming and ranching uses and management practices within the Protected 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 Protected Property, visible from a public road, bearing information indicating that the Protected Property is protected by Grantor(s) and Grantee(s). The wording shall be determined by Grantee(s), but shall indicate that the Protected Property is privately owned and not open to the public. Grantee(s) shall be responsible for the costs of erecting and maintaining such signs or markers.

**D. Development Rights.**

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

**E. Right of Entry.**

Grantee(s) shall have the right to enter the Protected Property at reasonable times for the purposes of: (1) conducting annual monitoring inspections as required by the PDR Program; (2) monitoring or inspecting the Protected Property at any time to determine whether the Grantor(s) 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 Grantor(s), unless the threat of irreparable harm to the Grantee(s)'s Easement rights makes giving prior notice impracticable.

## SECTION 5. NOTICE AND APPROVAL

### A. Generally.

In any case where this Easement requires the permission, consent or approval ("Approval") of Grantee(s), the Approval shall be requested by written notice to Grantee(s) 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(s) to make an informed judgment as to its consistency with the purpose of this Easement. Any notices by Grantor(s) to Grantee(s) 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(s) may establish in writing on notification to Grantor(s).

### B. Notice of Construction.

Grantor(s) shall notify Grantee(s) 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(s). Such approval shall be granted or denied based on the Grantee(s)'s opinion as to whether or not the proposed location conforms to this Easement.

### C. Notice of Adverse Effect.

If Grantor(s) 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 Protected Property, Grantor(s) shall notify Grantee(s) in writing before exercising such right.

## SECTION 6. ENFORCEMENT AND REMEDIES

### A. Generally.

Enforcement of the terms, conditions, and restrictions of this Easement shall be at the reasonable discretion of Grantee(s) and any forbearance on behalf of Grantee(s) to

exercise its rights hereunder in the event of any breach hereof by Grantor(s), shall not be deemed to be a waiver of Grantee(s)'s rights hereunder. Upon any breach of this Easement by Grantor(s), the Grantee(s) shall give the Grantor(s) 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)'s Easement rights. Following the notice period, if any, the Grantee(s) 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 Protected Property be restored promptly to the condition required by this Easement; and

3. Grantee(s) 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)'s remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee(s) at law or equity. If Grantor(s) are found to have breached any of Grantors' obligations under this Easement, Grantor(s) shall reimburse Grantee(s) for any costs or expenses incurred by Grantee(s), 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. This is a vested property right and cannot be condemned by State or local government. 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(s) to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee(s) to enforce the same in the event of a subsequent breach or default.

**C. Costs.**

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

**SECTION 7. NO PUBLIC ACCESS**

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

**SECTION 8. ASSIGNMENT**

**A. Assignment or Transfer by Grantee(s).**

Grantee(s) may assign, upon prior written consent of the United States, and upon prior written notice to Grantor(s), 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(s); and if Grantee(s) shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor(s), their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee(s). 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(s) of its rights under this Easement unless Grantee(s), as a condition of such assignment, requires the assignee to carry out the conservation purpose of this Easement.

**B. Assignment or Transfer by Grantor(s).**

Grantor(s) agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor(s) are divested of any interest in all or a portion of the Protected Property, including, without limitation, any leasehold interest. The failure of the Grantor(s) 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(s) with notice of a change in ownership or other transfer of an interest in the Protected Property, Grantor(s) agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee(s) in writing of the names and addresses of any party to whom the Protected Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

**SECTION 9. INDEMNIFICATION**

Grantor(s) shall release and hold harmless, indemnify and defend Grantee(s) 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 Protected 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 Grantor(s)' responsibilities specified in Section 15.

Grantor(s) 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 Protected Property, which may arise from, but are not limited to, Grantor(s)' negligent acts or omissions or Grantor(s)' breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

**SECTION 10. 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.

## SECTION 11. AMENDMENT

This Conservation Easement Deed may be amended only if in the sole and exclusive judgment of the Local Grantee(s) and the United States such amendment furthers or is not inconsistent with the purposes of this Conservation Easement Deed. Any such amendment must be mutually agreed upon by the Local Grantee(s), the Grantor(s), and the United States, signed and duly recorded by the parties and comply with all applicable laws and regulations. The Local Grantee(s) must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation.

## SECTION 12. BOUNDARY LINE ADJUSTMENT

Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed 2 acres for the entire Protected Property.

## SECTION 13. 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 Protected Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, All such proceeds received by Grantee(s) shall be used by Grantee(s) in a manner consistent with Grantee(s)'s conservation purposes.

## SECTION 14. SUBORDINATION

Grantor(s) certify that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Protected Property are subordinate to, or shall become subordinate to, the rights of Grantee(s) under this Easement. Grantor(s) 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 Protected Property or which will affect the Protected Property prior to the recording of this Easement, and shall also provide notice to Grantee(s) 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.

**SECTION 15. COSTS AND LIABILITIES**

Grantor(s) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected 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. Grantor(s) 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.

**SECTION 16. RECORDATION**

Grantee(s) 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.

**SECTION 17. "GRANTOR(S)" DEFINED**

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

**SECTION 18. WARRANTIES.**

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

Grantor(s) warrant that they are in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor(s) 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 Protected Property. Grantor(s) 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, Grantor(s) hereby promise to hold harmless and indemnify the Grantee(s) 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 Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor(s) or any other prior owner of the Protected Property. Grantor(s)' indemnification obligation shall not be affected by any authorizations provided by Grantee(s) or the United States to Grantor(s) with respect to the Protected Property or any restoration activities carried out by Grantee(s) at the Protected Property; provided, however, that Grantee(s) shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee(s).

"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.

**SECTION 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.

**SECTION 20. ADDENDUM**

This agricultural land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT 1 is attached hereto and incorporated herein by reference and will run with the land in perpetuity. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 et seq. and as a condition of receiving ACEP funds, all present and future use of the protected property identified in EXHIBIT 2 is and will remain subject to the terms and conditions described forthwith in this addendum identified as EXHIBIT 1, that is appended to and made a part of this Easement deed.

All correspondence related to this Conservation Easement Deed must be sent to the parties at the addresses listed below:

Grantor(s):

Local Grantee(s): Miami-Dade County
c/o Department of Regulatory & Economic Resources
111 N.W. 1st St., 29th Floor
Miami, FL 33128

United States: Natural Resources Conservation Service
2614 NW 43rd St.
Gainesville, FL 32606

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 Grantor(s), 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 Protected Property.

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

IN WITNESS WHEREOF, Grantor(s) and Grantee(s) have hereunto set their hands and seals the day and year above written.

GRANTOR(S):

_____., A FLORIDA PROFIT CORPORATION

By:_____

_____, as PRESIDENT

_____(SEAL)

STATE OF FLORIDA, COUNTY_____ of ___MIAMI-DADE_____, 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 President of _____, a Florida Profit Corporation, one of the Grantor(s) 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: _____

STATE OF FLORIDA, COUNTY_____ of ___MIAMI-DADE_____, 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 _____, one of the Grantor(s) of the foregoing Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notary Seal.

_____
Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE(S):

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(s) 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: _____

## EXHIBIT 1

## MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit _____, hereafter referred to as "the Protected Property", for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses the Protected Property.

The _____(collectively Grantor(s)), the_____(collectively Grantee(s)), and the **United States of America** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee(s) to protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is appended to this Easement deed. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control. If other sections of the of the ALE have terms and conditions that are consistent with, but more restrictive than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive than Section I Paragraph 4 and Section II then Section I Paragraph 4 and Section II will control.

### SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The Grantor(s) and Grantee(s) and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this Easement, including the following:

**1. Agricultural Land Easement Plan.** As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved NRCS, to promote the long-term viability of the land to meet the ALE

purposes. The ALE Plan must also be approved by the Grantor(s) and the Grantee(s). Grantor(s) agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee(s) and Grantor(s) agree to update the Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee(s).

The Grantee(s) must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the Plan, NRCS may notify the Grantee(s). NRCS will give the Grantee(s) and Grantor(s) a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee(s) fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

**2. Limitation on Impervious Surfaces.** Impervious surfaces will not exceed 2% of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property; including, but not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee(s) by this ALE.

**3. Limitations on Nonagricultural Uses.** Any activities inconsistent with the purposes of the ALE are prohibited. The following activities are inconsistent with the purposes of ALE and specifically prohibited, subject to the qualifications stated below:

*(A) Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor(s) must provide written notice and evidence of such requirements to Grantee(s) and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the Protected Property.

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) agricultural production and related uses conducted as described in the ALE Plan;

(ii) the sale of excess power generated in the operation of alternative energy structures and associated equipment or other energy structures that

Grantee(s) approves in writing as being consistent with the conservation purposes of this Easement;
(iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;
(iv) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
(v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(C) *Construction on the Protected Property* – All new structures and improvements must be located within the Building Envelopes, containing approximately _____ acres and described in EXHIBIT ____, which is appended to and made a part of the ALE.

The boundaries and location of the Building Envelopes may be adjusted if Grantee(s) and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the agricultural use and future viability, and related conservation values of the Protected Property.

Utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph (4)(C)** and agricultural structures that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee(s) provided that the utilities or agricultural structures are consistent with the ALE Plan described Section I, Paragraph 1.

New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee(s), and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee(s), and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

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.

(D) *Granting of easements for utilities and roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the agricultural use and future viability, and related conservation values of the Protected Property as determined by the Grantee(s) in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

(i) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an ALE Plan;
(ii) erosion and sediment control pursuant to a plan approved by the Grantee(s);
(iii) as required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee(s) as being consistent with the conservation purpose of this Easement; or
(iv) *agricultural activities* conducted in accordance with the ALE Plan.

(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor(s) as of the date of this ALE or later acquired by Grantor(s), using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited, except for limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property. Extraction of materials used for agricultural operations must be limited to a small, defined area or acreage identified in EXHIBIT ____ and must not harm the conservation values or the agricultural uses of the Protected Property.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor(s) must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (F).

**4. Preserving Agricultural Uses.** The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can

function on the Protected Property, so long as the agricultural operations are consistent with the ALE Plan and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease the ALE's protection for the agricultural use and future viability, and related conservation values of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section I, Paragraph (3) (B) (i)-(vii) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of agricultural crops and livestock is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee(s). A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor(s), (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

(D) *Grassland Uses of the Protected Property* – Grantor(s) are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantor(s) must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified by Grantee(s)

or NRCS. Determinations of nesting seasons for birds whose populations are in significant decline will be made in writing to the Grantor(s), or set forth within the ALE Plan for the Protected Property.

**SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS**

**1. United States Right of Enforcement.** Pursuant to16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. 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 the Grantee(s), or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor(s), including, but not limited to, attorney's fees and expenses related to Grantor(s)'s violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee(s), including, but not limited to, attorney's fees and expenses related to Grantee(s)'s violations or failure to enforce the Easement against the Grantor(s).

The Grantee(s) will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee(s) and Grantor(s) are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee(s), the United States will have reasonable access to the Protected Property with advance notice to Grantee(s) and Grantor(s) or Grantor(s)'s representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee(s) and Grantor(s) or Grantor(s)'s representative at the earliest practicable time.

**3. General Disclaimer**. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee(s)'s or Grantor(s)'s negligent acts or omissions or Grantee(s)'s or Grantor(s)'s breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that

give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or 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 Protected Property.

**4. Environmental Warranty.** Grantor(s) warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor(s) warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor(s) further warrants that it has 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, Grantor(s) hereby promises to hold harmless and indemnify Grantee(s) 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 Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor(s) or any other prior owner of the Protected Property. Grantor(s)'s indemnification obligation will not be affected by any authorizations provided by Grantee(s) or the United States to Grantor(s) with respect to the Protected Property or any restoration activities carried out by Grantee(s) at the Protected Property; provided, however, that Grantee(s) will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee(s).

"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 that may pose a present or potential hazard to human health or the environment.

**5. Extinguishment, Termination, and Condemnation.** The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee(s) and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee(s) and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor(s) must reimburse Grantee(s) and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee(s) and the United States.

The allocation of the Proportionate Share between the Grantee(s) and the United States will be as follows: (a) to the Grantee(s) or its designee, _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee(s) and the United States receive the Proportionate Share from the Grantor(s) or the Grantor(s)'s successor or assign, the Grantee(s) and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee(s), the Grantee(s) must reimburse the United States for the amount of the Proportionate Share due to the United States.

**6. Amendment.** This ALE may be amended only if, in the sole and exclusive judgment of the Grantee(s) and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee(s) must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee(s), Grantor(s), and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

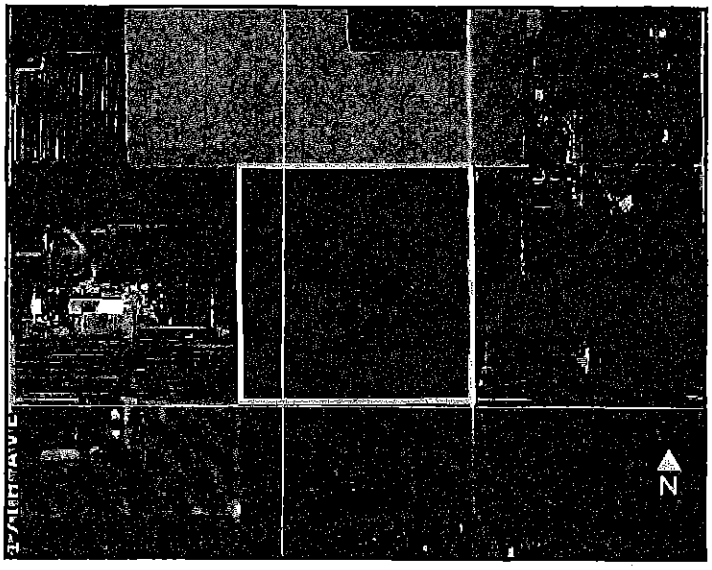
EXHIBIT 2

# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 10/9/2015

| Property Information | |
|---|---|
| Folio: | 30-7809-000-0080 |
| Property Address: | |
| Owner | V&J REAL ESTATE 1 LLC |
| Mailing Address | 21400 SW 392 ST<br>HOMESTEAD , FL 33034 |
| Primary Zone | 9000 AGRICULTURE |
| Primary Land Use | 6681 AVOCADO GROVES :<br>VACANT LAND |
| Beds / Baths / Half | 0 / 0 / 0 |
| Floors | 0 |
| Living Units | 0 |
| Actual Area | 0 Sq.Ft |
| Living Area | 0 Sq.Ft |
| Adjusted Area | 0 Sq.Ft |
| Lot Size | 1,742,400 Sq.Ft |
| Year Built | 0 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2015 | 2014 | 2013 |
| Land Value | $840,000 | $1,040,000 | $1,040,000 |
| Building Value | $0 | $0 | $0 |
| XF Value | $0 | $0 | $0 |
| Market Value | $840,000 | $1,040,000 | $1,040,000 |
| Assessed Value | $80,000 | $80,000 | $80,000 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2015 | 2014 | 2013 |
| Agriculture | Classified Value | $760,000 | $960,000 | $960,000 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| 9 57 38 40 AC<br>SE1/4 OF NW1/4<br>OR 16511-2844 THRU 2849 0994 4 |

| Taxable Value Information | | | |
|---|---|---|---|
| | 2015 | 2014 | 2013 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $80,000 | $80,000 | $80,000 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $80,000 | $80,000 | $80,000 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $0 | $0 | $0 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $80,000 | $80,000 | $80,000 |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 01/12/2011 | $0 | 27618-0093 | Corrective, tax or QCD; min consideration |
| 09/01/1994 | $0 | 00000-00000 | Qual by exam of deed |
| 03/01/1994 | $420,000 | 16280-3536 | 2008 and prior year sales; Qual by exam of deed |
| 01/01/1994 | $0 | 00000-00000 | Qual by exam of deed |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

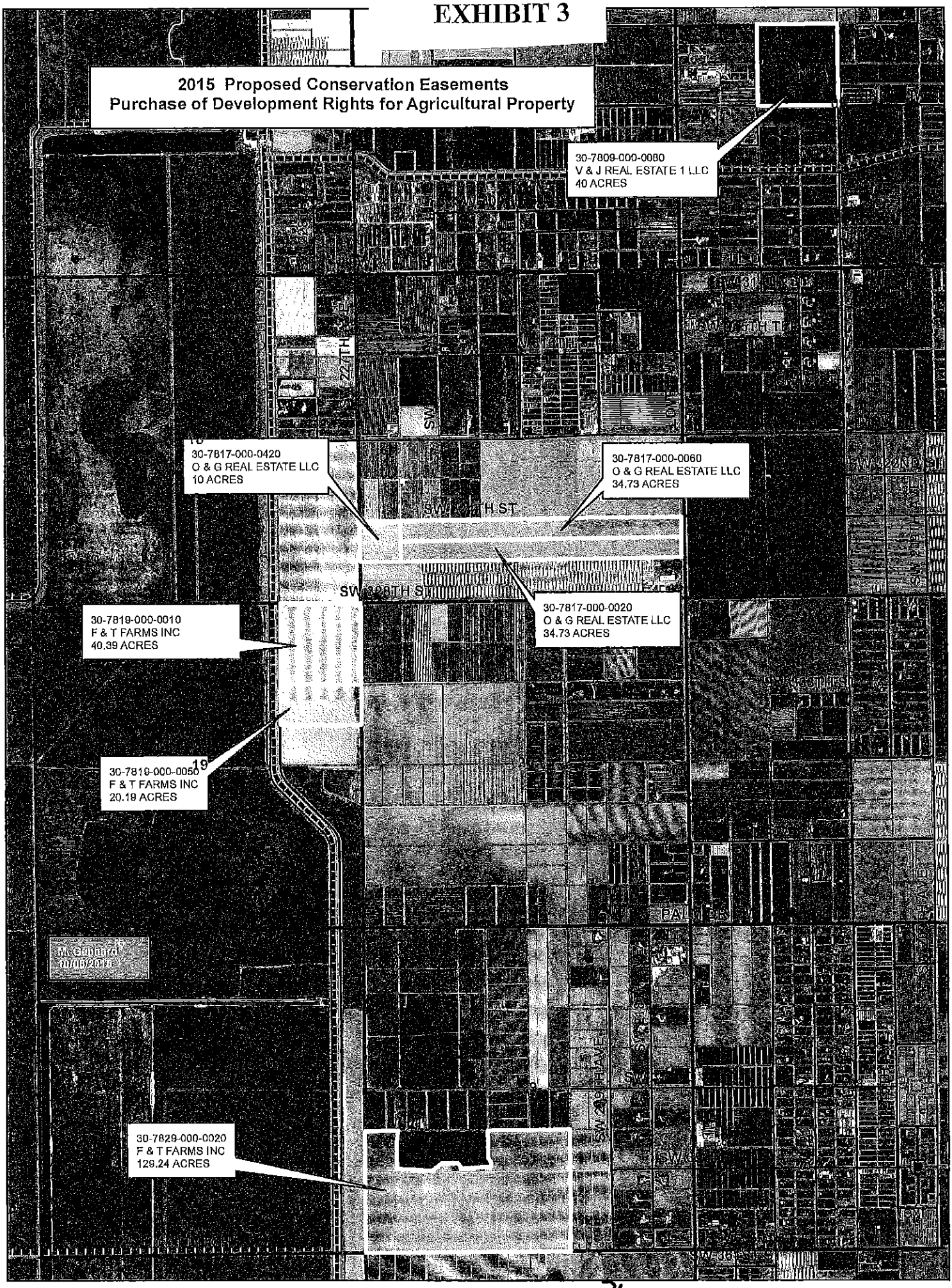
Version:

V&J Real Estate

LEGAL DESCRIPTION

The SE 1/4 of the NW 1/4, of Section 9,
Township 57 South, Range 38 East,
lying and being in Dade County, Florida.

# EXHIBIT 3


2015 Proposed Conservation Easements
Purchase of Development Rights for Agricultural Property
30-7809-000-0080
V & J REAL ESTATE 1 LLC
40 ACRES
30-7817-000-0420
O & G REAL ESTATE LLC
10 ACRES
30-7817-000-0060
O & G REAL ESTATE LLC
34.73 ACRES
SW 328TH ST
30-7817-000-0020
O & G REAL ESTATE LLC
34.73 ACRES
30-7819-000-0010
F & T FARMS INC
40.39 ACRES
30-7819-000-0050
F & T FARMS INC
20.19 ACRES
30-7829-000-0020
F & T FARMS INC
129.24 ACRES

# EXHIBIT 4

| Official Use Only |
|---|
| Cycle:_____ |
| Eligible: Y N |
| R/Date:_____ |
| CDMP:_____ |
| Units_____ |

## Purchase of Development Rights
## Property Evaluation Report

Folio Number(s): 30-7809-000-0080

Property Owner(s): LEONARD TALARICO V & J Real Estate, LLC

Property Address: 21400 SW 342 ST Homestead FL 33034

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 AG
- 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 8
- Viable farmland: (Y) N

Preparer's initials: CD

## I. Property Conditions

1. Size of property: 40 Ac; number of tracks 1
   (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: KVG

   Krome Very Gravely Loam 82.9 %
   Marl
   Chekika Very Gravely Loam 17.1 %
3. Percent of land under cultivation: 100 % Crop type and acreage for each:
   Avocados
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 years

## II. Land Use Factors

1. Percent of area in agriculture and open space use within one mile of parcel: 85%
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): 1.5 mile
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: CD

## 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:
   356 Acres of ALE property, 2 NFC Adjacent to prop. SFWMD Restoration land
2. Proximity to a National Park, with mileage.
   2 Miles Everglades National Park
3. Other protected lands within 2 miles of the property (provide distance and description): _____

## 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 Sheds 8'X 12'

## 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: 5-11-14

Preparer: _____

Signature: _____ Date: _____

Preparer: _____

Signature: _____ Date: _____

Preparer's initials: _____