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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(M)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	March 3, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution accepting "Assignment of Option to Purchase" approximately 522.057 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 Shenandoah Holdings, LLC as seller for a purchase price of $1,957,000.00 using Building Better Communities General Obligation Bond Program Funds Resolution No. R-219-15

The accompanying resolution was prepared by the Regulatory and Economic Resources Department 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: March 3, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Accepting "Assignment of Option to Purchase" Approximately 522.057 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 Shenandoah Holdings, LLC as Seller for a Purchase Price of $1,957,000.00

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution accepting the "Assignment of Option to Purchase" as negotiated by The Nature Conservancy for the Environmentally Endangered Lands (EEL) Program and authorizing the Mayor or Mayor's Designee to execute the assignment of option to purchase and to exercise the provisions contained therein.

Scope

The EEL Program is countywide in nature. This acquisition is located in Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The appraised value of the subject property is $3,077,000.00 and the negotiated purchase price is $1,957,000.00. Building Better Communities General Obligation Bond (GOB) funding will be used for this purchase. This is GOB Project 2.4, Site #70230. In the unlikely event that GOB bond funds are not available, the EEL Acquisition Trust Fund may be used to close on the property. As of November 30, 2014, the balance of the EEL Trust Fund GF080 is $44,109,328.00 of which $21,394,752.03 is reserved for acquisition and $22,714,575.97 is reserved for management.

Track Record / Monitor

Cynthia Guerra, the EEL Program Manager within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, will monitor this contract.

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 County Commission first placed the South Dade Wetlands on the EEL Priority A Acquisition List in 1993. The County, in partnership with the South Florida Water Management District, the State of Florida, and other funding partners, has acquired approximately 21,625 acres of land throughout Miami-Dade County since inception of the EEL Program.

The parcels proposed for acquisition are located within the South Dade Wetlands EEL Project, an important wetland system in the southern part of the 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) and within the watersheds of Florida Bay, Biscayne Bay, and Card and Barnes Sounds. 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. Acquiring these parcels is also consistent with the Sea Level Rise Task Force Recommendations for the continued strategic implementation of the EEL Program.

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

SELLER:	Shenandoah Holdings, LLC
SIZE:	Approximately 522.057 acres
FOLIO:	30-8916-000-0040 and 30-8916-000-0010
LOCATION:	South of theoretical SW 408 Street with frontage on Card Sound Road, outside the UDB (see Attachment A)
PURCHASE PRICE:	$1,957,000.00
APPRAISAL DATA:	$3,077,000.00 (appraised July 3, 2014)
SALES HISTORY:	1978, September: Warranty Deed from Card Sound Land Co. to George Coury. No amount specified. (OR 10165, pg 108) 1985, January: Quit Claim Deed from Mary Ann Coury Bell & Patricia Coury Lawrence to Coury Investments Limited. Amount of $250,000 calculated from Documentary Stamp Tax fee. (OR 12425, pg 1659) 2008, December: Quit Claim Deed from Coury Investments LLLP to Shenandoah Holdings, LLC. No amount specified. (OR 26697, pg 1052)

The above listed owner is a limited liability corporation.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: March 3, 2015

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

SUBJECT: Agenda Item No. 8(M)(1)

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 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)(1)
3-3-15

RESOLUTION NO. R-219-15

RESOLUTION ACCEPTING "ASSIGNMENT OF OPTION TO PURCHASE" APPROXIMATELY 522.057 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 SHENANDOAH HOLDINGS, LLC AS SELLER FOR A PURCHASE PRICE OF $1,957,000.00 USING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE ASSIGNMENT OF OPTION TO PURCHASE AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO RECORD IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY THE INSTRUMENT OF CONVEYANCE AS REQUIRED BY RESOLUTION NO. R-974-09

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 Division 3 of Chapter 24 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 Shenandoah Holdings, LLC, as Seller, for a purchase price of $1,957,000.00 using Building Better Communities General Obligation Bond Program funds, in substantially the form attached hereto as Attachment B and made part hereof for purchase of property more specifically described in Attachments A and B; authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise the provisions

contained therein; and pursuant to Resolution No. R-974-09, the Board directs the Mayor or the Mayor's designee to 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) directs 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**absent**
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

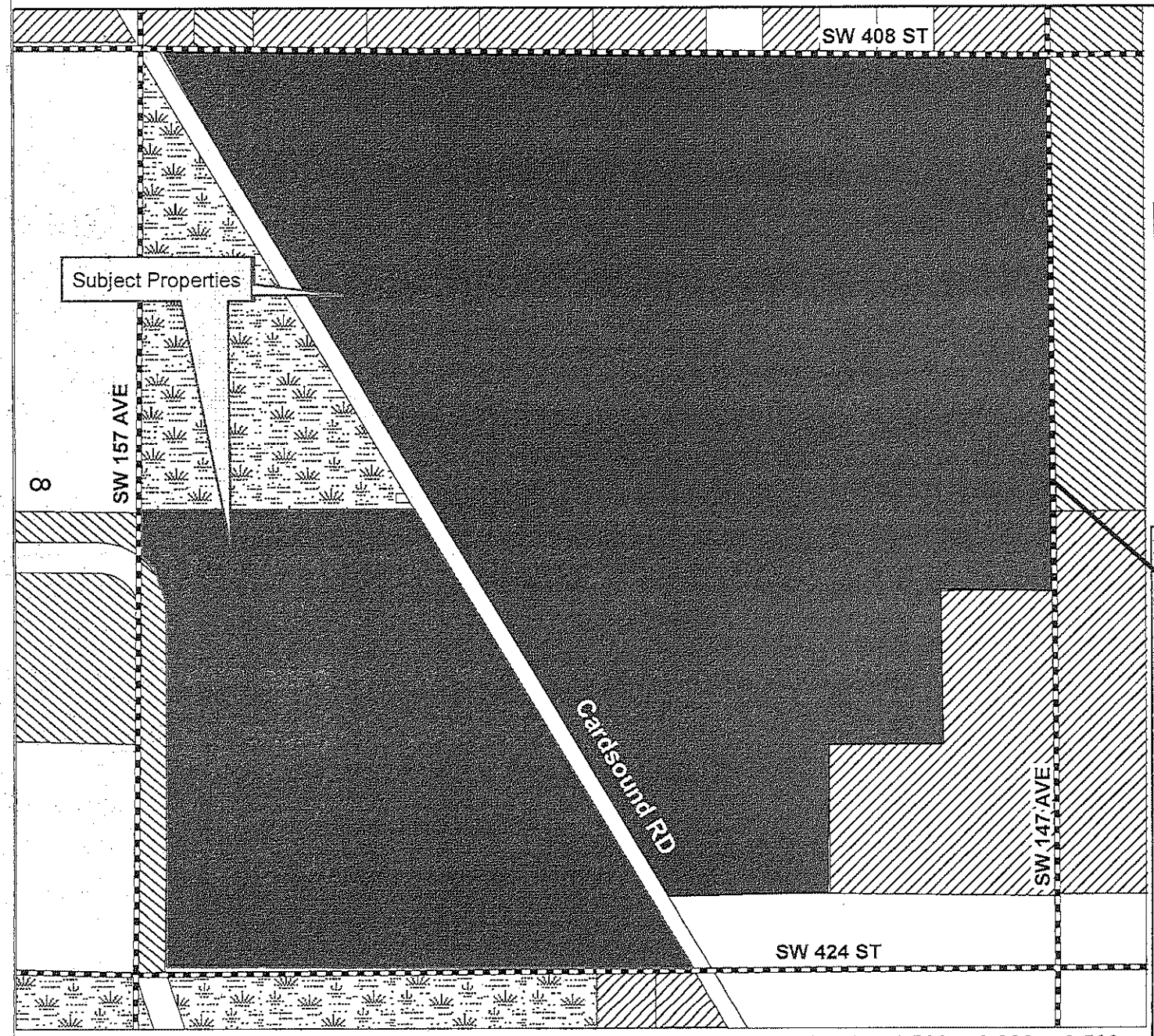
Thomas H. Robertson

SOUTH DADE WETLANDS PROJECT

Shenandoah Holdings, LLC Property

Environmentally Endangered Lands Program

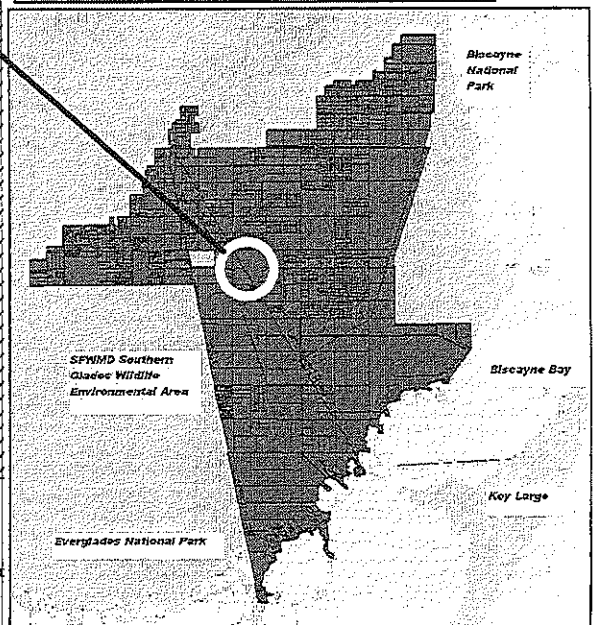
Parcel Information:
Folio # 30-8916-000-0040,
30-8916-000-0010



Legend

- PROJECT PARCEL
- COUNTY OWNED
- SFWMD OWNED
- PRIVATE
- Wetland Mitigation
- Section boundary

N



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

ATTACHMENT A

P:/Environmentally Endangered Lands/EEL GIS PROJECTS/BCC MAPS/SDW/Shenandoah8916.mxd

ATTACHMENT B

Revision Date: 04/26/10
Re: South Dade Wetlands
SFWMD Tract No.: 101-003 & 304-042
Dade Folio #: 3089160000040 and 3089160000010

OPTION AGREEMENT FOR SALE AND PURCHASE

This Option Agreement for Sale and Purchase (the "Agreement") is made and entered into this 9th day of December, 2014, by and between the below named SELLER:

whose address is: Shenandoah Holdings, LLC, a Florida limited liability company
c/o Brian Schmitt
11100 Overseas Hwy
Marathon, FL 33050

(hereinafter referred to as "SELLER"), and The Nature Conservancy, a non-profit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, and its successors and assigns (hereinafter referred to as "BUYER") whose address is 222 S. Westmonte Drive, Suite 300, Altamonte Springs, FL 32714.

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

This Agreement will be void, at the option of the BUYER, if not accepted by the SELLER by proper execution on or before November 24th, 2014. The date of agreement, for purposes of performance, shall be regarded as the date when the BUYER has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Premises (as defined below) unless incorporated by reference herein.

I. OPTION.

1. GRANT OF OPTION.

SELLER hereby grants to the BUYER the exclusive option to purchase all of SELLER'S right, title and interest in and to the real property located in Miami-Dade County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances and less any property which, in Miami-Dade County's sole discretion, has been previously dedicated to Miami-Dade County (the "Premises"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties. BUYER may assign this Agreement to Miami-Dade County ("Miami-Dade County") whose mailing address is Environmentally Endangered Lands Program, 701 NW 1st Ct., 6th Floor, Miami, FL 33136, c/o Cynthia Guerra, Director. If assigned, the exercise of the option is conditioned upon the approval of the Board of County Commissioners of Miami-Dade County.

2. OPTION TERMS.

The option payment is $100.00 (the "Option Payment"), the receipt and sufficiency of which is hereby acknowledged by SELLER. SELLER agrees to provide BUYER with a completed W-9 form, upon BUYER's request, in order to enable BUYER to issue any checks provided for hereunder.

The option is exercised by BUYER delivering written notice of exercise to SELLER during the period beginning with BUYER's execution of this Agreement and ending One Hundred and Twenty (120) days after BUYER's execution of this Agreement (the "Option Expiration Date"), unless extended by other provisions of this Agreement.

II. TERMS OF SALE AND PURCHASE. In the event that the Option is exercised pursuant to Section I above, the following terms and conditions shall apply to the sale and purchase.

1. PURCHASE PRICE.

The purchase price is the sum of ONE MILLION NINE-HUNDRED FIFTY-SEVEN THOUSAND AND 00/100 DOLLARS ($1,957,000.00) (the "Purchase Price") which, after reduction by the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the County, 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 Sections 286.23 and 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, except as disclosed in the Beneficial Interest and Disclosure Affidavit which is attached hereto and incorporated herein by reference.

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:

Shenandoah Holdings, LLC
c/o Brian Schmitt
11100 Overseas Hwy
Marathon, FL 33050

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: Charles Muller

Witness as to Seller
Print Name: Michael Schwartz

SELLER:

SHENANDOAH HOLDINGS, LLC, a Florida limited liability company

By: Mary Ann Bell
Mary Ann Bell, Its Manager

Date signed by Seller 11/24/2014

Witness as to Buyer
Print Name: Angela S. Kley

Witness as to Buyer
Print Name: Dee Mairson

Reviewed by: GR – 10/28/2014

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: Temperince Morgan
Temperince Morgan, Executive Director, Florida

Date signed by Buyer 12/9/14

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

The foregoing instrument was acknowledged before me this 24th day of November, 2014, Mary Ann Bell, as Manager of SHENANDOAH HOLDINGS, LLC, a Florida limited liability company, 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

MICHAEL P. SCHWARTZ
MY COMMISSION # EE 156806
EXPIRES: January 31, 2016
Bonded Thru Budget Notary Services

Notary Public
Michael Schwartz
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: EE 156806
My Commission Expires: 1/31/2016

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

The foregoing instrument was acknowledged before me this 9 day of December 2014, by Temperince Morgan, as Executive Director, Florida 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)

DEE ANN MAIRSON
MY COMMISSION #FF135997
EXPIRES September 27, 2018
(407) 398-0153 FloridaNotaryService.com

Notary Public
Dee Ann Mairson
(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: FF135997
My Commission Expires: Sept 27, 2018

EXHIBIT "A"

Tract No. 101-003 & 304-042

LEGAL DESCRIPTION

All of Section 16, Township 58 South, Range 39 East in Miami-Dade County, Florida, LESS the following 7 parcels;

No. 1
The Southeast 1/4 of the Southeast 1/4 of said Section 16.

No. 2
The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 16.

No. 3
The South 1/3 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 16.

No. 4
That portion of land described in Official Record Book 18915, Pages 3992 thru 3998 of the Public Records of Miami-Dade County, Florida lying within the Southwest 1/4 of the Southeast 1/4 of said Section 16, said portion being more particularly described as follows;
BEGIN at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 16; thence S 89°42'10" W along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 16 for 663.64 feet to the Northeasterly right-of-way line of Card Sound Road; thence N 30°53'21" W along the Northeasterly right-of-way line of Card Sound Road for 517.79 feet; thence N 89°42'51" E along the North line of the land described in said Official Record Book 18915, Pages 3992 thru 3998 for 930.94 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 16; thence S 0°11'22" W along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 16 for 445.55 feet to the POINT OF BEGINNING.

No. 5
All that portion of the South Florida Water Management District Right-of-Way for Canal C-8 as described in Official Record Book 6870, Pages 26 thru 29 of the Public Records of Miami-Dade County, Florida lying within the West 1/2 of the Southwest 1/4 of said Section 16, said portion being more particularly described as follows;
BEGIN at the Southwest corner of said Section 16; thence N 89°43'46" E along the South line of the Southwest 1/4 of said Section 16 for 179.0[illegible] feet; thence N 18°33'02" W for 27.74 feet; thence N 0°25'12" E along a line parallel with and 170.00 feet East of the West line of the Southwest 1/4 of said Section 16 for 1325.86 feet to the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 16; thence N 89°54'45" E along said South line for 20.00 feet; thence N 0°25'12" E for 50.00 feet; thence S 89°54'45" W for 20.00 feet; thence N 0°25'12" E along a line parallel with and 170.00 feet East of the West line of the Southwest 1/4 of said Section 16 for 716.92 feet to a point of

curvature of a circular curve concave to the Southwest; thence Northerly and Northwesterly along the arc of said curve to the left, having a radius of 400.00 feet, through a central angle of 54°53'57" for a distance of 383.27 feet to the point of intersection with the West line of the Southwest 1/4 of said Section 16, said point bearing S 0°25'12" W a distance of 257.06 feet from the Northwest corner of the Southwest 1/4 of said Section 16; thence S 0°25'12" W along the West line of the Southwest 1/4 of said Section 16 for 2448.42 feet to the POINT OF BEGINNING.

No. 6
All that portion of the Northwest 1/4 of said Section 16 lying West of the Southwesterly right-of-way line of Card Sound Road.

No.7
All of the 100 foot wide road right of way for Card Sound Road through said Section 16 lying 50.00 feet on each side of the centerline of Card Sound Road as shown on the Miami-Dade County Public Works Department Map of Township 58 South, Range 39 East, compiled by J. C. Frazier dated September 1973.

Containing 522.057 acres, more or less.

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:

SHENANDOAH HOLDINGS, LLC, a Florida limited liability company

By: Mary Ann Bell
Mary Ann Bell, Its Manager

Date signed by Seller 11/14/2014

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(ENTITY)

STATE OF Florida)
COUNTY OF Miami-Dade)

Before me, the undersigned authority, personally appeared Mary Ann Bell ("Affiant"), this _____ day of November, 2014, who, first being duly sworn, deposes and says:

1) That SHENANDOAH HOLDINGS, LLC., a Florida limited liability company, whose address is ~~c/o Brian Schmitt, 11100 Overseas Hwy, Marathon, FL 33050~~ c/o Coury Bell 4605 Ponce de Leon Blvd, Coral Gables FL 33146 Suite 2A, is the record owner of the Premises described in Exhibit "A" attached hereto. As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity:

(if more space is needed, attach separate sheet)

Name	Address	Interest
Maureen Bell Bollacker	758 Willoughby Court, Winter Springs, FL 32708	Int. Share Each more than 50%
Patricia W. Bell, Jr	P.O. Box 400, Wendell, NC 27591	" "
Coury J. Bell	9454 SW 89 PL, Miami, FL 33176	" "
Amelia Bell Keddy *	21 Short Street, Reading, MA 01867	" "
Timothy J. Bell *	1215 Winter Springs Blvd, Winter Springs, FL 32708	" "
Mary Ann Bell *	7863 SW 89 LN Miami, FL 33156	" "

* Each individually and in Trust.

THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"

2) 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 are:

Name	Address	Reason for Payment	Amount
Brian Schmitt	11100 Overseas Highway, Marathon, FL 33050	R.E. Commission	$133,000.00
Muller Lebensburger + Schwartz	7385 Galloway Road, Suite 200, Miami, FL 33173	Legal Fees for Consultation	

THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"

3) 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

THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"

"NONE"

This affidavit is given in compliance with the provisions of Sections 286.23and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

SHENANDOAH HOLDINGS, LLC, a Florida limited liability company

By: Mary Ann Bell
Mary Ann Bell, Its Manager

SWORN TO and subscribed before me this 24th day of November, 2014, by Mary Ann Bell. Such person(s) (Notary Public must check applicable box):

[✓] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC)
SEAL

Notary Public
Michael Schwartz
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: EE156806
My Commission Expires: 1/31/2016

NOTARY PUBLIC STATE OF FLORIDA
MICHAEL P. SCHWARTZ
MY COMMISSION # EE 156806
EXPIRES: January 31, 2016
Bonded Thru Budget Notary Services

Folio No. 3089160000040 & 3089160000010

ASSIGNMENT OF OPTION TO PURCHASE

Tract No. 101-003 and 304-042

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 of the County Mayor, 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 SHENANDOAH HOLDINGS, LLC, a Florida limited liability company, 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: Temperince Morgan
Temperince Morgan
Its: Executive Director, Florida

Date Executed: 12/9/14

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 Mayor

Approved as to form and legal sufficiency:

Attorney: _____

Date Executed: _____