

MEMORANDUM

Agenda Item No. 8(L)(3)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution accepting, by a two-thirds vote of Board members present pursuant to section 125.355, Florida Statutes, the "Assignment of Option to Purchase" for the purchase of approximately 4.48 acres within the other Rockridge Pinelands project of the Environmentally Endangered Lands Program from the Nature Conservancy, as Assignor, with Miami-Dade County, as Assignee, and East Coast Properties and Construction Group, LLC, as Seller, for a purchase price of \$700,000.00 to be funded from the Environmentally Endangered Lands Acquisition Trust Fund; authorizing use of these funds for such purchase; authorizing the County Mayor to execute the "Assignment of Option to Purchase," to exercise all provisions contained therein, to perform all acts necessary to effectuate this transaction, and to accept conveyance of said property by general warranty deed; and directing the County Mayor to record such deed in the public records and to provide a recorded copy to the Clerk of the Board within a time certain, and directing the Clerk of the Board to attach and store a recorded copy of such instrument with this resolution, pursuant to Resolution No. R-974-09

Resolution No. R-855-23

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Accepting Assignment of Option to Purchase Approximately 4.48 Acres within the Environmentally Endangered Lands Program Other Rockridge Pinelands Project with East Coast Properties and Construction Group, LLC, as Seller, for a Purchase Price of \$700,000.00

Executive Summary

The Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM) Environmentally Endangered Lands Program (EEL Program) seeks approval from the Board of County Commissioners (Board) to accept an Assignment of Option to Purchase, as negotiated by the Nature Conservancy, to acquire 4.48 acres of globally-imperiled pine rockland habitat formerly approved for acquisition by the Board, by and through the EEL Program. East Coast Properties and Construction Group, LLC, is the willing seller for a purchase price of \$700,000.00. The property is located at SW 127 Avenue between SW 236 Street and SW 240 Street and is inside of the Urban Development Boundary (see Attachment A to the Mayor's Memorandum). The County, in partnership with the South Florida Water Management District, the State of Florida and other funding partners, has acquired approximately 24,095 acres of land in Miami-Dade County since the inception of the EEL Program. 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.

Recommendation

It is recommended that the Board accept the attached Assignment of Option to Purchase as negotiated by The Nature Conservancy for the Environmentally Endangered Lands (EEL) Program and authorize the County Mayor or County 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 in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

The attached resolution authorizes the County Mayor or County Mayor's designee to execute the Assignment of Option to Purchase for and on behalf of Miami-Dade County, to exercise the provisions contained therein, to perform all acts necessary to effectuate this transaction, and to accept conveyance of said property by general warranty deed.

Fiscal Impact/Funding Source

The costs will be funded by EEL Acquisition Trust Fund G2001, which had a total balance of \$4,089,727 as of June 30, 2023, for multi-year operations and projects.

In accordance with section 125.355, Florida Statutes, two independent appraisals were procured. One appraisal, dated July 18, 2022, valued the Property at \$750,000.00. The second appraisal, dated August 1, 2022, valued the Property at \$635,000.00. The average of the two appraised values is \$692,500.00. Therefore, pursuant to section 125.355, since the agreed purchase price of \$700,000.00 exceeds the average of the two appraisals, a two-thirds vote of the Board is required.

Track Record/Monitor

The EEL Program Manager within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Janet Gil, 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 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 Board placed the Church of Jesus Christ and Parsons Pineland on the Other Rockridge Pineland Acquisition Project on the EEL Priority A Acquisition List in 2021. The County, in partnership with the South Florida Water Management District, the State of Florida and other funding partners, has acquired approximately 24,095 acres of land in Miami-Dade County since the inception of the EEL Program.

The primary forest type within the Other Rockridge Pinelands Project is pine rocklands, which once covered 185,000 acres of Miami-Dade County. By 1996, only two percent (2%) of these pinelands remained within the urbanized areas of the County. More than 1,600 acres of pine rockland, representing less than one percent (1%) of the historic extent of this habitat type, have been protected by the EEL Program. Over 225 native plants occur in this habitat, more than 20 percent of those species are endemic, and several species are federally listed as threatened or endangered.

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

SELLER: East Coast Properties and Construction Group, LLC

SIZE: Approximately 4.48 acres

FOLIO(S): 30-6924-000-0920, 30-6924-000-1050

LOCATION: The property is located at SW 127 Avenue between SW 236 Street and SW 240 Street. The property is inside of the Urban Development Boundary (see Attachment A to the Mayor's Memorandum).

PURCHASE PRICE: \$700,000.00

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 3

APPRAISAL DATA: \$750,000.00 (appraised July 18, 2022)
\$635,000.00 (appraised August 1, 2022)

SALES HISTORY: 3069240001050:

Mar. 2002: Warranty Deed from Naim Mustapha to The Church of Jesus Christ. Amount of \$42,500 calculated from Documentary Tax fee. (OR 20305, pg. 1481)

3069240000920:

Mar. 2002: Warranty Deed from Mustapha Naim to The Church of Jesus Christ. Amount of \$42,500 calculated from Documentary Tax fee. (OR 20305, pg. 1579)

3069240000920 & 3069240001050:

Aug. 2018: Warranty Deed from The Church of Jesus Christ, Inc to East Coast Properties Group, LLC. Amount of \$75,000 calculated from Documentary Tax Fee. (OR 31105, pg. 2738)



Jimmy Morales,
Chief Operations Officer

OTHER ROCKRIDGE PINELANDS PROJECT

Church of Jesus Christ/Parsons Pineland Site (East Coast Properties, LLC)



ATTACHMENT A

*Environmentally Endangered
Lands Program*

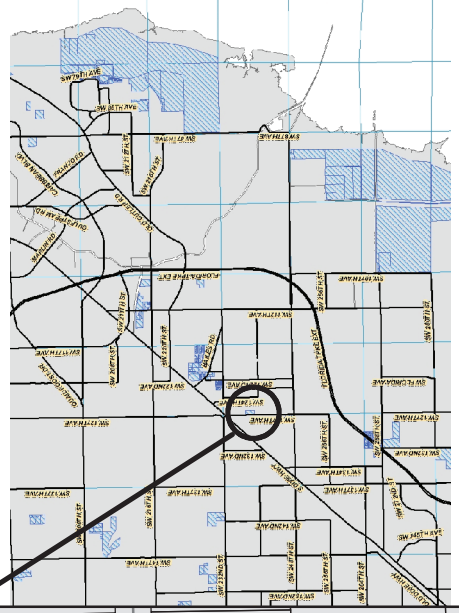
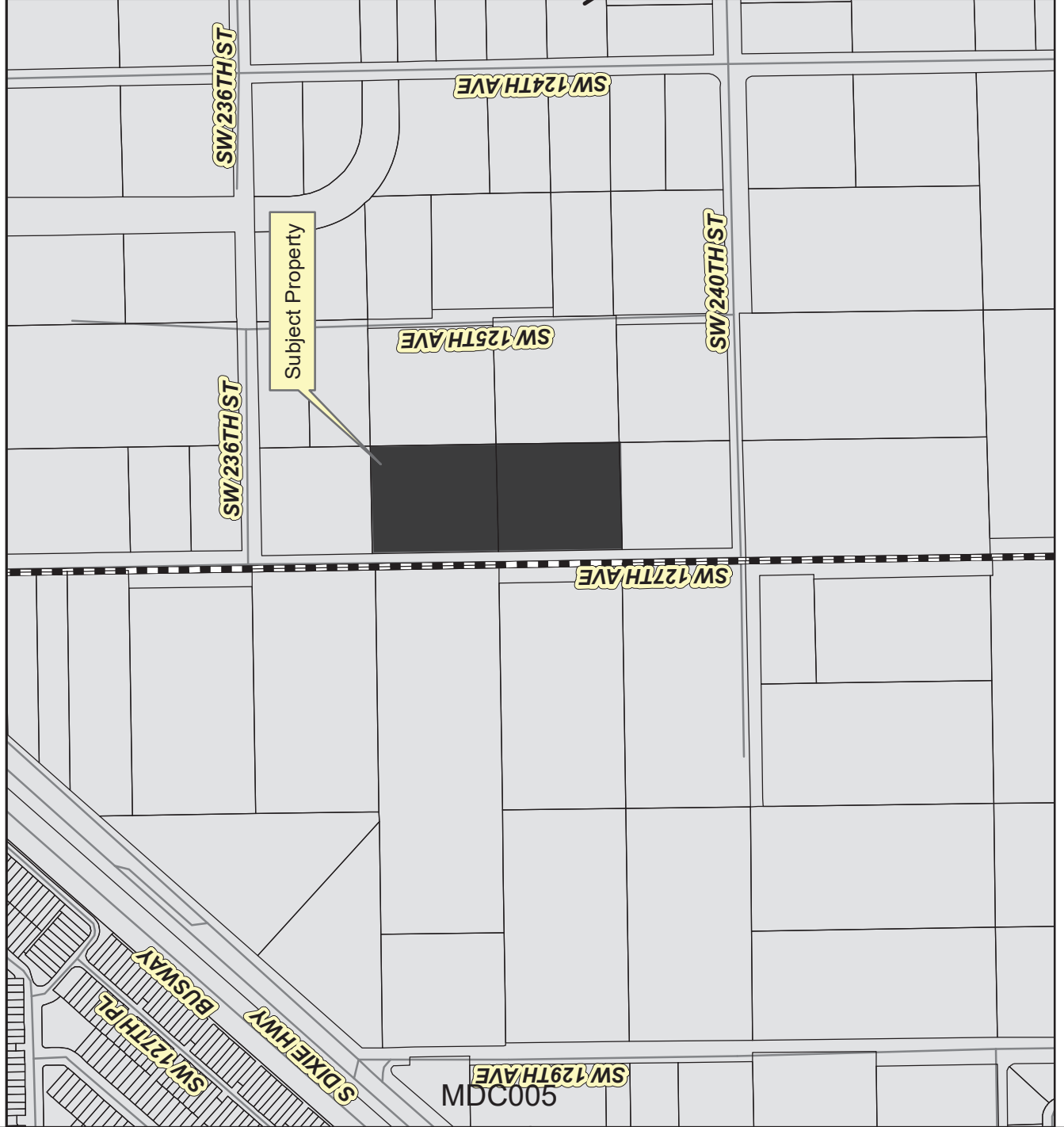
Property Information:
Folios 30-6924-000-0920
30-6924-000-1050



Legend

Subject Property

Section Boundaries



Board-approved acquisition areas



0 250 500 1,000

Feet



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

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 present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(L)(3)
10-3-23

RESOLUTION NO. _____ R-855-23

RESOLUTION ACCEPTING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT PURSUANT TO SECTION 125.355, FLORIDA STATUTES, THE “ASSIGNMENT OF OPTION TO PURCHASE” FOR THE PURCHASE OF APPROXIMATELY 4.48 ACRES WITHIN THE OTHER ROCKRIDGE PINELANDS PROJECT OF THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM FROM THE NATURE CONSERVANCY, AS ASSIGNOR, WITH MIAMI-DADE COUNTY, AS ASSIGNEE, AND EAST COAST PROPERTIES AND CONSTRUCTION GROUP, LLC, AS SELLER, FOR A PURCHASE PRICE OF \$700,000.00 TO BE FUNDED FROM THE ENVIRONMENTALLY ENDANGERED LANDS ACQUISITION TRUST FUND; AUTHORIZING USE OF THESE FUNDS FOR SUCH PURCHASE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE “ASSIGNMENT OF OPTION TO PURCHASE,” TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION, AND TO ACCEPT CONVEYANCE OF SAID PROPERTY BY GENERAL WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO RECORD SUCH DEED IN THE PUBLIC RECORDS AND TO PROVIDE A RECORDED COPY TO THE CLERK OF THE BOARD WITHIN A TIME CERTAIN, AND DIRECTING THE CLERK OF THE BOARD TO ATTACH AND STORE A RECORDED COPY OF SUCH INSTRUMENT WITH THIS RESOLUTION, PURSUANT TO 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,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby accepts by a two-thirds vote of Board members present pursuant to section 125.355, Florida Statutes, the “Assignment of Option to Purchase,” in substantially the form attached hereto as Attachment 1 and made part hereof, for the purchase of approximately 4.48 acres of land from The Nature Conservancy, as Assignor, with Miami-Dade County, as Assignee, and East Coast Properties and Construction Group, LLC, as Seller, for a purchase price of \$700,000.00 to be funded from the Environmentally Endangered Lands Acquisition Trust Fund. The Board hereby authorizes the use of the Environmentally Endangered Lands Acquisition Trust Fund for this purchase.

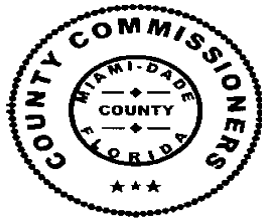
Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the “Assignment of Option to Purchase” for and on behalf of Miami-Dade County, to exercise all provisions contained therein, to perform all acts necessary to effectuate this transaction, and to accept conveyance of said property by general warranty deed.

Section 4. This Board, pursuant to Resolution No. R-974-09: (a) directs the County Mayor or County 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 **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "CMR", written over a horizontal line.

Cristina M. Rabionet

ATTACHMENT 1

Re: Parsons Pineland Project

SFWMD Tract No.: N/A

Miami-Dade Folio #: 30-6924-000-0920 and 30-6924-000-1050

ASSIGNMENT OF OPTION TO PURCHASE

For the consideration recited hereunder, **THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NONPROFIT CORPORATION, AS TRUSTEE OF THE NATURE CONSERVANCY CHARITABLE TRUST DATED MAY 11, 1998, AS AMENDED**, whose address is 1035 S. Semoran Blvd., Suite 2-1021B, Winter Park, Florida 32792, 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, Regulatory and Economic Resources, Division of Environmental Resources Management, Office of the County Mayor, 701 NW 1st Ct., 5th Floor, Miami, Florida 33136, its successors and assigns, as Assignee, all of its right, title and interest in that certain Option Agreement for Sale and Purchase between Assignor, as Buyer, and **EAST COAST PROPERTIES AND CONSTRUCTION GROUP, LLC** (formerly known as East Coast Properties Group, LLC), a Florida limited liability company, whose address is 7711 NW 74 Avenue, Medley, Florida 33166, as Seller, and which option agreement and all amendments thereto (if any) are attached hereto as Attachment "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 of Option to Purchase is made pursuant to the Assignee's Environmentally Endangered Lands Program Agreement for Professional Services between Assignor and Assignee and dated April 20, 2001, amended by Amendment I dated April 20, 2007, Amendment II dated March 20, 2009, Amendment III dated April 14, 2011, Amendment IV dated April 1, 2015, Amendment V dated April 9, 2019, and Amendment VI dated April 13, 2023 (the "Contract"). The consideration for this Assignment of Option to Purchase shall be payment by Assignee to Assignor according to the terms of said Contract.

THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NONPROFIT CORPORATION, AS TRUSTEE OF THE NATURE CONSERVANCY CHARITABLE TRUST DATED MAY 11, 1998, AS AMENDED

By: 

Lisa Romero, Director of Finance and Operations

Date Executed: 5/25/23

LEGAL REVIEW: CM 5/19/2023

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:

**MIAMI-DADE COUNTY, FLORIDA BOARD
OF COUNTY COMMISSIONERS**

By: _____
Clerk

By: _____
County Mayor

[SEAL]

Approved as to form and legal sufficiency:

Attorney: _____

Date Executed: _____

ATTACHMENT A to ASSIGNMENT of OPTION to PURCHASE

Revision Date: 12/28/2022

Re: Parsons Pineland Project

SFWMD Tract No.: N/A

Miami-Dade Folio #: 30-6924-000-0920 and 30-6924-000-1050

OPTION AGREEMENT FOR SALE AND PURCHASE

This Option Agreement for Sale and Purchase (the "Agreement") is made and entered into this 25th day of April, 2023, by and between East Coast Properties and Construction Group, LLC (formerly known as East Coast Properties Group, LLC), a Florida limited liability company, whose address is 7711 NW 74 Avenue, Medley, Florida 33166 (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 1035 S. Semoran Blvd., Suite 2-1021B, Winter Park, Florida 32792.

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:

I. OPTION.

1. GRANT OF OPTION.

a. 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 tenements, hereditaments, privileges, servitudes, right of reverter, riparian rights, and other rights appurtenant to said property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, oil, gas, and mineral rights possessed by SELLER, and all right, title and interest of SELLER in and to any and all streets, roads, highways easements, drainage rights, or rights-of-way appurtenant to the property, if any, and all right title and interest of SELLER in and to any covenants, restrictions, and agreements benefitting the property (collectively the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon full and binding execution by the parties.

b. SELLER acknowledges that BUYER intends to assign this Agreement to Miami-Dade County (hereinafter referred to as "ASSIGNEE"), a political subdivision of the State of Florida ("Miami-Dade County" or the "County") whose mailing address is Environmentally Endangered Lands Program, 701 NW 1st Ct., 5th Floor, Miami, FL 33136, c/o Director, and consents to such assignment. If assigned, the exercise of the option is conditioned upon the full and binding approval of the Board of County Commissioners of Miami-Dade County. In addition to other rights to void this Agreement as further set forth herein, BUYER may void this Agreement at any time until full and binding approval by the Board of County Commissioners of Miami-Dade County, upon written notice delivered to the other party.

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) business 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 additional terms and conditions shall also apply to the sale and purchase.

1. **PURCHASE PRICE.**

The purchase price is the sum of Seven Hundred Thousand Dollars and No Cents (\$700,000.00) for Dade Folio #30-6924-000-0920 and Dade Folio #30-6924-000-1050 (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 or ACH payment) to SELLER at time of Closing, subject only to the prorations and adjustments as otherwise provided in this Agreement. BUYER's agreement to purchase is contingent upon SELLER's transfer of the Property free and clear of any and liens, encumbrances, and interests. 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 sixty (60) business days after the Option Expiration Date, by written notice from BUYER to SELLER.

2. **INTEREST CONVEYED.**

SELLER is the record owner of the fee simple title to the Property, and agrees to convey good, marketable and insurable title by Warranty Deed in accordance with Section 689.02, Florida Statutes, free and clear of all interests, liens, encumbrances, and any agreements or understandings affecting possession, whether recorded or unrecorded. In the event that BUYER determines, in its sole and absolute discretion, that title to the Property is not good, marketable and insurable, or title to the Property is not free and clear of any and all liens, mortgages, judgments, encumbrances, or other interests, as determined by the County Mayor or the Mayor's designee, then this Agreement shall be rendered null and void upon written notice by the County Mayor or the County Mayor's designee in BUYER's sole and absolute discretion, and both BUYER AND SELLER shall be released of all obligations hereunder which do not survive such termination, except that BUYER may waive any defects and proceed with Closing at BUYER's option in BUYER's sole and absolute discretion.

3. **CLOSING.**

The closing of this transaction shall be completed within one hundred and sixty (160) business days after BUYER exercises the option, unless otherwise extended, as mutually agreed upon in writing by both BUYER and SELLER or as otherwise provided herein ("Closing"). The precise date, time and place of Closing shall be set by BUYER and SELLER by mutual agreement. SELLER shall deliver possession of the Property to the BUYER at Closing.

4. PRORATIONS AND TAXES.

Miami-Dade County, a political subdivision of the State of Florida, is exempt from the payment of ad valorem taxes. It shall be SELLER's responsibility to comply with Section 196.295, Florida Statutes, by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes, in escrow with the Miami-Dade County Tax Collector. All real estate taxes and assessments which are or which may become a lien against the Property shall be prorated to the date of Closing. 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. All expenses, if any, for electricity, water, sewer, and waste collection shall be prorated to the day prior to Closing.

5. EVIDENCE OF TITLE.

ASSIGNEE, no later than thirty (30) business days after ASSIGNEE'S execution of this Agreement, may, at SELLER's expense, obtain a marketable title insurance commitment. Said commitment shall show good, marketable and insurable title to the Property in SELLER's name. ASSIGNEE shall have thirty (30) business days from receipt of the title commitment to inspect said title documents and report title defects, if any, in writing to the SELLER. ASSIGNEE may at ASSIGNEE's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price, which shall insure title to the Property for the period between Closing and recording of the Warranty Deed. In connection herewith, SELLER agrees to provide all affidavits and other documents as required by the title insurer. Notwithstanding anything contained herein to the contrary, any easements, restrictions, obligations or encumbrances either recorded or unrecorded, for which SELLER is unable to acquire release satisfactory to ASSIGNEE, or such easements, restrictions, obligations or encumbrances which ASSIGNEE, at its sole discretion, does not accept, shall be considered title defect(s) under this Agreement. If the title commitment shows title to the Property, or any portion thereof, to be unmarketable or uninsurable as determined in ASSIGNEE's sole and absolute discretion, ASSIGNEE shall within said period notify the SELLER in writing specifying the defects. SELLER shall have one hundred and twenty (120) business days from the receipt of such notice to cure the defects, and if after said period SELLER shall not have cured the defects, ASSIGNEE shall have the option: (1) of accepting title as it then is, (2) declining to accept title and thereupon this Agreement shall be canceled and the ASSIGNEE and the SELLER shall have no further claim against each other, other than obligations which survive such termination, or (3) extending the cure period by mutual written agreement of ASSIGNEE and SELLER. In the event that only one or some but not all folios are affected by a title defect, ASSIGNEE shall have the option to remove the folio or folios affected by title defects that cannot be timely cured by SELLER, and the Purchase Price shall be reduced by an amount equivalent to the amount of the Purchase Price allocated to the affected folio or folios, as set forth in Paragraph 1 of this Agreement.

6. EXISTING MORTGAGES.

For any existing mortgage, SELLER shall obtain and 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.

7. **NO LEASES OR PARTIES IN POSSESSION.**

SELLER warrants that there are no written or oral leases, licenses, rights of entry, easements, or other agreements or understandings affecting possession, use or occupancy of the Property. This section survives the Closing of this Agreement.

8. **LIENS.**

All liens of record, including but not limited to certified municipal and County liens, as well as special assessments, if any, shall be satisfied or disposed of at or before Closing by SELLER. If a pending lien has been filed against the Property which has not been certified as of the date of Closing, and the work or improvements for which the lien was filed has been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the SELLER. SELLER shall furnish to the BUYER at Closing an affidavit that there have been no improvements to the Property for ninety (90) business days immediately preceding the date of Closing. If the Property has been improved within ninety (90) business 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. This Section survives the Closing of this Agreement.

9. **DOCUMENTS FOR CLOSING.**

BUYER shall prepare the deed, the SELLER'S affidavits, and the closing statement and submit copies of the same to SELLER or SELLER'S attorney, at least five (5) business days prior to the Closing. At the time of execution of this Agreement by SELLER, 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, in the form attached hereto at Exhibit "D".

10. **EXPENSES.**

SELLER will pay the documentary revenue stamp tax, Miami-Dade County Surtax, 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 Property.

11. **DEFAULT.**

If SELLER defaults under this Agreement, BUYER may waive the default and proceed with Closing or seek specific performance. If BUYER defaults under this Agreement, SELLER may waive the default and proceed with closing, or seek specific performance.

12. **LITIGATION.**

This Agreement is governed by and will be construed in accordance with the laws of the State of Florida. In the event of any litigation concerning the terms of this Agreement, proper venue thereof will be in Miami-Dade County. Each party shall bear its own attorney's fees and costs without limitation.

13. DISCLOSURE.

SELLER warrants that there are no facts known to SELLER which materially affect the value of the Property which have not been disclosed by SELLER to BUYER or which are not readily observable to BUYER. This section survives the Closing or termination of this Agreement.

14. ENVIRONMENTAL CONDITIONS.

BUYER may elect, at BUYER's sole cost and expense, to obtain an American Society for Testing and Materials (ASTM) Phase I and, as applicable, a Phase II Environmental Site Assessment of the Property to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules, or restrictions of any governmental authority having jurisdiction. The term "hazardous material" or "pollutant" shall mean any hazardous or toxic substance, material, or waste, contaminant, petroleum, petroleum product or by-product, hazardous product, deleterious substance, dangerous good, reportable substance, flammable material, explosive, radioactive material, infectious waste, environmental contaminant, contamination, ground pollution, water pollution, and any other substance or material defined as a "hazardous substance," "hazardous waste," "hazardous product," "pollutant," or "contaminant," or other pollution as defined or regulated by applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions, and shall also include solid waste or debris of any kind. Should the Phase I or Phase II Assessment disclose environmental defects to the Property, including the presence of hazardous materials, which BUYER is unwilling to accept, BUYER may elect to terminate this Agreement by giving SELLER written notice, whereupon both BUYER and SELLER shall be released from all further obligations except those which expressly survive the termination hereof, unless SELLER, in SELLER's sole discretion, elects in writing to repair such defects to BUYER's satisfaction prior to Closing. If SELLER is unwilling or unable to repair such defects to BUYER's satisfaction by Closing, BUYER may waive such defects and proceed to Closing at BUYER's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) business days of SELLER's notice to BUYER that the SELLER is unable or unwilling to repair such defects. If BUYER does not waive such defects, this Agreement shall terminate as set forth above.

SELLER grants BUYER access to the Property in order to perform any and all Environmental Pollution Audits ("Audit") to be completed by BUYER at BUYER's expense, within sixty (60) business days after the BUYER's execution of this Agreement. In the event that the Audit discloses the presence of pollutants on the Property, BUYER or SELLER may elect to terminate this Agreement by sending written notice to the other party within thirty (30) business days after receipt of the Audit, and neither party shall have any further obligations under this Agreement other than those obligations which survive the termination. Should the BUYER and SELLER elect not to terminate this Agreement, as evidenced by mutual written 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 Property necessary to bring the Property into full compliance with all applicable laws. In the event of such agreement, BUYER and SELLER may extend the date of Closing by mutual written agreement. 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. SELLER shall, in addition, execute an affidavit to be delivered to the BUYER at Closing that the SELLER warrants and represents to 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 Property into full compliance with applicable laws.

Nothing contained herein alters or diminishes any statutory or common law liability of the SELLER arising from the existence of pollutants or hazardous materials.

This section survives the Closing or termination of this Agreement.

15. REPRESENTATIONS.

SELLER warrants and represents to the BUYER as follows concerning the Property:

a. SELLER has obtained and is in full compliance with any and all permits regarding the disposal of pollutants on the Property.

b. SELLER is not aware nor does it have any notice 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 Property other than the cleanup, if any, referred to in Paragraph 14 of this Agreement.

c. 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 Property.

d. There is legal ingress and egress for and to the Property.

This Section survives the Closing or termination of this Agreement.

16. RIGHT TO ENTER/SURVEY.

SELLER agrees that from the date of this Agreement through the date of Closing, that BUYER and its agents shall have at all reasonable times the unrestricted right to enter upon the Property for all proper and lawful purposes, including examination of the Property and the resources upon them. BUYER, at BUYER's sole cost and expense, may elect to obtain a current, certified boundary survey of the Property and shall be permitted to enter the Property for such purpose. If the survey shows any encroachment on the Property or that any improvement on the Property encroaches on the land of others, the same shall be regarded as a title defect, subject to the provisions of paragraph 5 herein.

17. RISK OF LOSS AND CONDITION OF PREMISES.

SELLER assumes all risk of loss or damage to the Property prior to the date of Closing and warrants that the Property 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 Property 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 Property to BUYER's reasonable discretion prior to Closing date.

18. BROKERS.

BUYER and SELLER represent that no real estate agent or broker was involved in the transaction involving the Property and/or this Agreement. Any and all real estate fees or commissions claimed pursuant to the transaction to any real estate broker or agent shall be paid by the SELLER. SELLER shall hold BUYER harmless from and against all claims, liability, cost, expense, damage, and cause of action, including attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any broker or real estate agent. This section survives the Closing or termination of this Agreement.

19. TIME.

BUYER and SELLER mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Agreement. Time is of the essence with regard to all dates or times set forth in this Agreement. All obligations are subject to acts of God or nature or any other occurrence that is beyond the control of SELLER or BUYER. All time periods will be calculated in business days.

20. 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.

21. 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.

22. ASSIGNMENT AND SUCCESSORS IN INTEREST.

This Agreement may not be assigned by SELLER without the express written consent of BUYER, which may be withheld in BUYER's sole discretion. This Agreement shall be legally binding upon the parties, their heirs, legal representatives, successors, and assigns.

23. 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
1035 S. Semoran Blvd., Suite 2-1021B
Winter Park, Florida 32792

If the Agreement is assigned to the County:

Attn: Janet Gil, Director
Environmentally Endangered Lands Program
701 NW 1st Ct., 5th Floor
Miami, FL 33136

TO SELLER:

Attn: Miguel Angel Salazar
East Coast Properties and Construction Group, LLC
7711 NW 74 Avenue
Miami, Florida 33166

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. Notice under this Agreement may be sent by electronic mail, and shall be deemed received as of the date such email is received, provided that a duplicate form of notice is simultaneously provided as set forth herein, which shall be referenced in the email conveying such notice.

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, provided that the inoperative provision is not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.. 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.

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

24. SURVIVAL.

The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, including but not limited to those specifically referenced in the paragraphs above, shall survive the termination of this Agreement and/or the Closing, delivery and recording of the deed and possession of the Property, whether or not specifically referenced in the foregoing paragraphs.

25. CERTIFICATION REGARDING COUNTERTERRORISM, ANTI-MONEY LAUNDERING, AND ECONOMIC SANCTION PROVISION.

SELLER certifies that the information provided on Exhibit "B" - "CERTIFICATION REGARDING COUNTERTERRORISM, ANTI-MONEY LAUNDERING, AND ECONOMIC SANCTION PROVISION (the "Certification"), attached hereto and incorporated herein by reference, is true and correct to the best of SELLER'S knowledge. In the event that any material misrepresentation in the Certification is discovered during the term of this Agreement, BUYER may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, BUYER may, at its option, recover damages resulting from the termination.

Azrael Reyes
Witness as to Seller
Print Name: Azrael Reyes

Gabriel Herrera
Witness as to Seller
Print Name: Gabriel Herrera

SELLER:

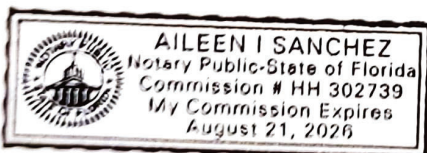
East Coast Properties and Construction
Group, LLC formerly known as East Coast
Properties Group, LLC

Miguel Angel Salazar
Print Name: Miguel Angel Salazar
As Its: Manager

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of April, 2023, by Miguel Angel Salazar, 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



Aileen Sanchez
Notary Public
Aileen Sanchez
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: HH 302739
My Commission Expires: 8/21/26

Witness as to Buyer

Print Name: Jennifer Burton

Witness as to Buyer

Print Name: CHRIS BURTON

Reviewed by: CM 5/18/2023

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: Lisa Romero
Lisa Romero, Director of Finance and
Operations

Date signed by Buyer

5/25/23

STATE OF FLORIDA)

) ss.:

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25th day of May, 2023, by Lisa Romero, Director of Finance and Operations 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)



Notary Public

Jennifer Burton

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: HH026037

My Commission Expires: Nov. 26, 2024

EXHIBIT A

Legal Description

**The West 1/2 of the South 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4, less the West 35 feet, of Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.
Folio: 30-6924-000-0920**

and

**The West 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4, less the West 35 feet, of Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.
Folio: 30-6924-000-1050**

EXHIBIT B

CERTIFICATION REGARDING COUNTERTERRORISM, ANTI-MONEY LAUNDERING, AND ECONOMIC SANCTION PROVISION

Counterterrorism, Anti-Money Laundering, and Economic Sanction Laws. The Seller certifies that, to the best of Seller's knowledge, Seller and its subsidiaries, principals, and beneficial owners, if any:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
- B. (i) Are not included on the specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
- C. Are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulations; and
- D. Have not conducted, and will not conduct, its operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Seller or any Seller subsidiary, principal, or beneficial owner is subject, and no action or inquiry concerning money laundering by or before any authority involving the Seller or any Seller subsidiary, principal, or beneficial owner is pending.

Should Seller become aware that Seller or any Seller subsidiary, principal, or beneficial owner is subject to any of the above conditions during the term of this Agreement, Seller must notify the Conservancy immediately. If the Conservancy determines, in its sole discretion, that Seller or any such subsidiary, principal, or beneficial owner is subject to any of the above conditions, the Conservancy may terminate this Agreement, in which case the Option Payment shall be promptly returned to the Conservancy and the Conservancy shall have no further obligations hereunder. In addition, in the case of an intentional material misrepresentation, the Conservancy may, at its discretion, recover damages resulting from the termination of the Agreement.

SELLER:

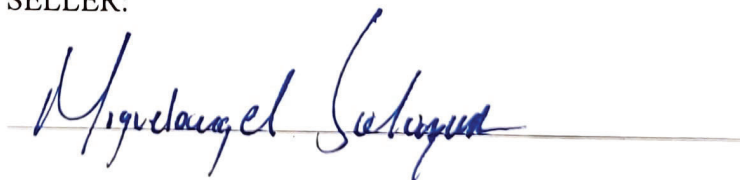
A handwritten signature in blue ink, appearing to read "Miguel Angel Salazar", is written over a horizontal line.

EXHIBIT C

DISCLOSURE STATEMENT INVOLVING AU LAND

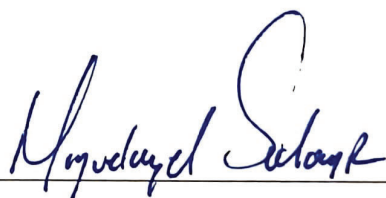
LAND INVOLVED IN THIS TRANSACTION IS ZONED AGRICULTURAL (AU) OR IS SUBJECT TO AU REGULATION. AGRICULTURAL ACTIVITIES WHICH MAY BE LAWFULLY CONDUCTED WITHIN THIS AREA INCLUDE BUT MAY NOT BE LIMITED TO CULTIVATION AND HARVESTING OF CROPS; PROCESSING AND PACKING OF FRUIT AND VEGETABLES; BREEDING OF LIVESTOCK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

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

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

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

By: _____



Date _____

04/25/23

EXHIBIT D

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(ENTITY)**

STATE OF Florida
COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Miguel Angel Salazar
("Affiant"), this 25 day of April, 2023, who, first being duly sworn, deposes and says:

1) That East Coast Properties whose address is 7711 NW 74 AVE Medley, FL 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)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

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

<u>Miguel Angel Salazar</u>	<u>7711 NW 74th Ave Medley, FL 33166</u>	<u>50%</u>
<u>Luis Lopez</u>	<u>7711 NW 74th Ave Medley, FL 33166</u>	<u>50%</u>

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:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

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

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:

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

None

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

AND FURTHER AFFIANT SAYETH NOT.

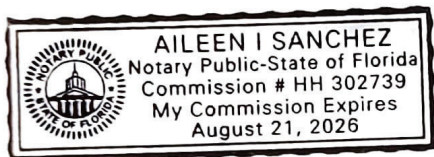
AFFIANT



SWORN TO and subscribed before me by means of ☒ physical presence or ☐ online notarization this 25 day of April, 2023, by _____. 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



Aileen Sanchez
Notary Public
Aileen Sanchez
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: HH 302739
My Commission Expires: 8/21/26

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
<u>Miguel Angel Salazar-Perez</u>	<u>Manager</u>
<u>Luis Lora</u>	<u>Manager</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as East Coast Properties and Construction Group, LLC (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, Articles of Organization (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, Articles of Organization (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

[Signature]
Signature

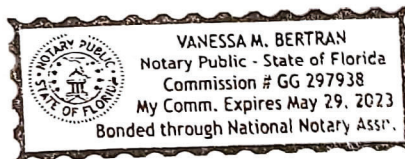
Manager
Title(s)

Sworn to and subscribed before me this 13 day of March, 2023 (year) by Miguel Angel Salazar Ponce (print name legibly), who is personally known to me or who has produced _____ (type of identification).

[Signature] (Signature of Notary Public)

(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)



[Signature]
Signature

Manager
Titles

Sworn to and subscribed before me this 23 day of March, 2023
(year) by _____ (print name legibly), who is personally known to me or who
has produced _____ (type of identification).

[Signature]

(Signature of Notary Public)



(Add additional Signature, Title(s) and Notary Public areas for all other LLC members, Managing
Members and Managers, as needed)