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

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution accepting "Assignment of Option to Purchase" approximately 10 acres within the environmentally endangered lands program South Dade Wetlands Project with The Nature Conservancy as Assignor, Miami-Dade County as Assignee, and Timothy H. Noto and Ellen C. Noto, as Personal Representatives of the Estate of Rachel M. Noto, as seller, for a purchase price of $3,500,000.00 to be funded from Building Better Communities General Obligation Bond Funds, which are hereby authorized; 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 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-757-26

The accompanying resolution was prepared by the Department of Environmental Resources Management and placed on the agenda at the request of Vice Chairman Kionne L. McGhee.

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: September 1, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Accepting Assignment of Option to Purchase Approximately 10 Acres within the Environmentally Endangered Lands Program South Dade Wetlands Project with Timothy H. Noto and Ellen C. Noto, as Personal Representatives of the Estate of Rachel M. Noto, as Seller, for a Purchase Price of $3,500,000.00

Executive Summary

The Department of Environmental Resources Management (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 10 acres of freshwater wetlands formerly approved for acquisition by the Board, by and through the EEL Program. Timothy H. Noto and Ellen C. Noto, as Personal Representatives of the Estate of Rachel M. Noto, is the willing seller for a purchase price of $3,500,000.00. The property is located at SW 344 St & SW 169 Ave and is inside 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 24,232 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 9, which is represented by Vice Chairman Kionne L. McGhee.

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

Building Better Communities General Obligation Bond (BBC-GOB) Program funding under FY 2025-26 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page 38, Program 5555621 Environmentally Endangered Lands Program will be used for this purchase. As of May 31, 2026, the remaining balance

under the Bond Program for allocations towards EEL acquisitions is $12,530,061.00. The total cost of this land purchase is $3,500,000.00.

It is the intention of the EEL Program to seek partial reimbursement of the acquisition cost, in the amount of $350,000.00 from Florida Department of Environmental Protection (FDEP,) pursuant to Resilient Florida Grant Agreement 22SRP45 that was approved by the Board in 2023 via Resolution No. R-986-23. In Resolution No. R-986-23, this Board originally approved the use of $350,000.00 in Miami Rescue Plan funds for the purchase of Wink Eye Slough properties. In the County's Adopted Budget for 2025-2026, the Board recaptured those Miami Rescue Funds, and in that same Adopted Budget for 2025-2026, the Board provided $11,906,622.00 in additional funding for EEL acquisitions from the BBC-GOB Program.

In accordance with section 125.355, Florida Statutes, two independent appraisals were procured. Pursuant to section 125.355, since the agreed purchase price does not exceed the average of the two appraisals, no extraordinary vote of the Board is required.

Track Record/Monitor
The EEL Program Manager within the Department 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 County, in partnership with the South Florida Water Management District (SFWMD), the State of Florida and other funding partners, has acquired approximately 24,232 acres of land in Miami-Dade County since the inception of the EEL Program through May 31, 2026.

The parcel proposed for acquisition is located within the South Dade Wetlands Project, an important wetland system in the southern part of the County. The Board first placed the South Dade Wetlands on the EEL Priority A Acquisition List in 1993. Land in this area is critical 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 to protect against saltwater intrusion of the Biscayne Aquifer. Acquiring this parcel 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 property:

SELLER: Timothy H. Noto and Ellen C. Noto, as Personal Representatives of the Estate of Rachel M. Noto

SIZE: Approximately 10 acres

FOLIO(S): 16-7930-001-0050

LOCATION: The property is located at SW 344 Street and SW 169 Avenue. The property is within the Urban Development Boundary (see Attachment A to the Mayor's Memorandum).

PURCHASE PRICE: $3,500,000.00

APPRAISAL DATA: $4,356,000.00 (appraised March 12, 2025)
$4,000,000.00 (appraised April 5, 2025)

SALES HISTORY: Mar. 1999: Quitclaim Deed from Josephine Onuska to Thomas J. Noto Jr. and Rachel M. Noto. Amount of $0 as indicated by Miami-Dade Property Appraiser. (OR 18522, pg. 3424)

May. 1999: Quitclaim Deed from Thomas J. Noto Jr. to Rachel M. Noto. Amount of $0 as indicated by Miami-Dade Property Appraiser. (OR 18629, pg. 0879)

Roy Coley
Deputy Mayor

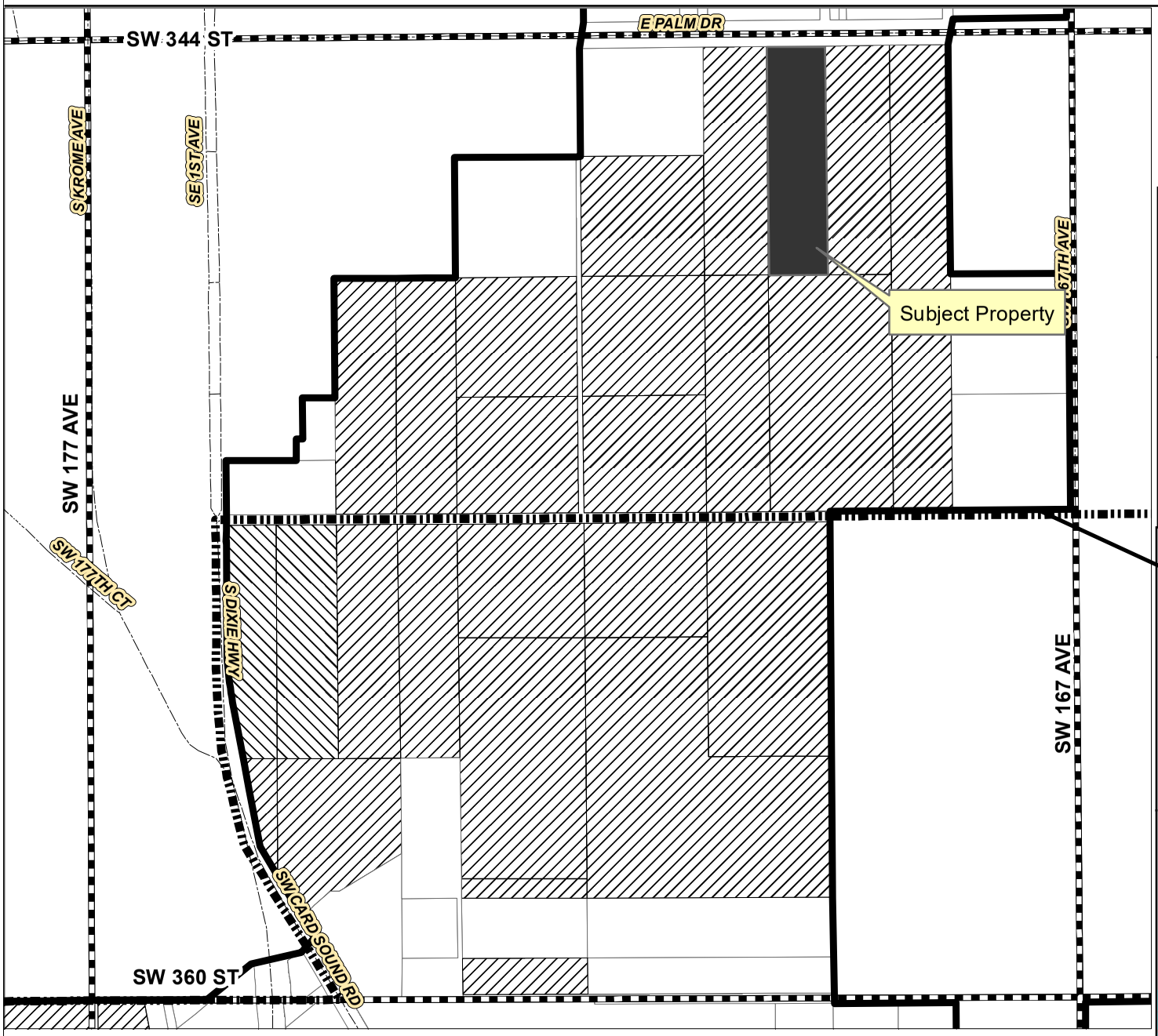
SOUTH DADE WETLANDS PROJECT

Noto Property

Environmentally Endangered Lands Program

Property Information:
Folio # 16-7930-001-0050

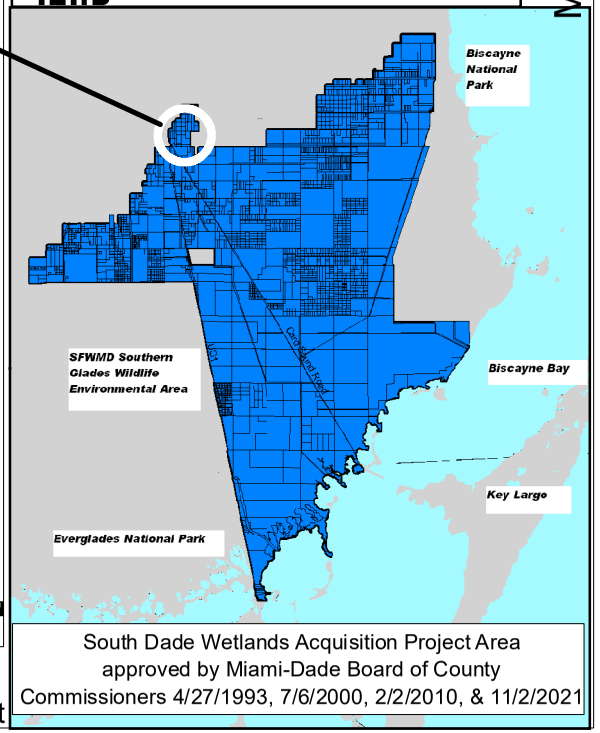
Attachment MDC005



Legend

- SDW BCC-Approved Boundary
- SUBJECT PROPERTY
- COUNTY OWNED
- SFWMD OWNED
- PRIVATE
- SECTION BOUNDARY
- Urban Development 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, & 11/2/2021

P:/Environmentally Endangered Lands/EEL GIS PROJECTS/BCC MAPS/SDW/Noto_1679300010050.mxd

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**

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

Approved Daniella Levine Cava Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(1)
9-1-26

RESOLUTION NO. R-757-26

RESOLUTION ACCEPTING "ASSIGNMENT OF OPTION TO PURCHASE" APPROXIMATELY 10 ACRES WITHIN THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM SOUTH DADE WETLANDS PROJECT WITH THE NATURE CONSERVANCY AS ASSIGNOR, MIAMI-DADE COUNTY AS ASSIGNEE, AND TIMOTHY H. NOTO AND ELLEN C. NOTO, AS PERSONAL REPRESENTATIVES OF THE ESTATE OF RACHEL M. NOTO, AS SELLER, FOR A PURCHASE PRICE OF $3,500,000.00 TO BE FUNDED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS, WHICH ARE HEREBY AUTHORIZED; 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 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 County Mayor's 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 the Assignment of Option to Purchase, in substantially the form attached hereto as Attachment 1 and made part hereof, for purchase of approximately 10 acres of land from The Nature Conservancy, as Assignor, Miami-Dade County,

as Assignee, and Timothy H. Noto and Ellen C. Noto, as Personal Representatives of the Estate of Rachel M. Noto, as Seller, for a purchase price of $3,500,000.00 to be funded from the Building Better Communities General Obligation Bond Program funding under FY 2025-26 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page 38, Program 5555621. The Board hereby authorizes the use of Building Better Communities General Obligation Bond Program funds 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 the 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 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 **Roberto J. Gonzalez**, who moved its adoption. The motion was seconded by Commissioner **Micky Steinberg** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**aye**		
Kionne L. McGhee, Vice Chairman	**absent**		
Marleine Bastien	**absent**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Vicki L. Lopez	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cristina M. Rabionet

Re: South Dade Wetlands Project
SFWMD Tract No.: 202-057
Miami-Dade Folio #: 16-7930-001-0050

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 **TIMOTHY H. NOTO** and **ELLEN C. NOTO, AS PERSONAL REPRESENTATIVES OF THE ESTATE OF RACHEL M. NOTO**, whose address is c/o Damaso Saavedra, Esq., Moritt Hock & Hamroff LLP, 888 SE 3rd Avenue, Suite 500, Fort Lauderdale, Florida 33316, 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
Lisa Romero, Deputy Executive Director of Operations

Date Executed: 3/19/26
LEGAL REVIEW: CMM 3/10/26

#1276233v.2

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: JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

[SEAL]

MIAMI-DADE COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _____
County Mayor

Approved as to form and legal sufficiency:

Attorney: _____

Date Executed: _____

Revision Date: 12/28/2022
Re: South Dade Wetlands
SFWMD Tract No.: 202-057
Miami-Dade Folio #: 16-7930-001-0050

OPTION AGREEMENT FOR SALE AND PURCHASE

This Option Agreement for Sale and Purchase (the "Agreement") is made and entered into this 19th day of March, 2026, by and between **TIMOTHY H. NOTO** and **ELLEN C. NOTO, AS PERSONAL REPRESENTATIVES OF THE ESTATE OF RACHEL M. NOTO**, whose address is c/o Damaso Saavedra, Esq., Moritt Hock & Hamroff LLP, 888 SE 3rd Avenue, Suite 500, Ft. Lauderdale, Florida 33316 (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 South Semoran Boulevard, 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, as a condition precedent to enable BUYER to issue the Option Payment check 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 **THREE MILLION FIVE HUNDRED THOUSAND and NO/100 DOLLARS** ($3,500,000.00) (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 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, probate court orders authorizing sale of Property by the Personal Representatives, current letters of administration, deeds, satisfactions, releases 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.

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 the following documents properly completed, signed and notarized as applicable: (a) a Certification Regarding Counterterrorism, Anti-Money Laundering, and Economic Sanction Provision in the form attached hereto as **Exhibit "B"**, (c) a Beneficial Interest and Disclosure Affidavit as required by Sections 286.23 and 380.08(2), Florida Statutes, in the form attached hereto as **Exhibit "C"**, (c) a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit as required by Section 787.06, Florida Statutes, in the form attached hereto as **Exhibit "D"**, and (d) a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit as required by Section 287.138, Florida Statutes, in the form attached hereto as **Exhibit "E"**.

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 South Semoran Boulevard, 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, Florida 33136

TO SELLER:

Timothy H. Noto & Ellen C. Noto, Personal Representatives of the Estate of Rachel M. Noto
c/o Damaso Saavedra, Esq.
Moritt Hock & Hamroff LLP
888 SE 3rd Avenue, Suite 500
Ft. Lauderdale, Florida 33316

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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, SELLER and BUYER have executed and delivered this Agreement as of the date first set forth above.

SELLER:

Witness as to Seller Personal Representative
Timothy H. Noto
Print Witness Name: Gavin Alford

TIMOTHY H. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

Witness as to Seller Personal Representative
Ellen C. Noto
Print Witness Name: _____

ELLEN C. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

IN WITNESS WHEREOF, SELLER and BUYER have executed and delivered this Agreement as of the date first set forth above.

SELLER:

Witness as to Seller Personal Representative
Timothy H. Noto
Print Witness Name: _____

TIMOTHY H. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

Witness as to Seller Personal Representative
Ellen C. Noto
Print Witness Name: RAUL BARRIENTOS

ELLEN C. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

[SELLER'S SIGNATURE PAGE TO OPTION AGREEMENT FOR SALE AND PURCHASE]

[TIMOTHY H. NOTO & ELLEN C. NOTO AS PERSONAL REPRESENTATIVES OF THE ESTATE OF RACHEL M. NOTO]

STATE OF North Carolina)
) ss.:
COUNTY OF Cabarrus)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5 day of February, 2026, by Timothy H. Noto as Personal Representative of the Estate of Rachel N. Noto 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

ANDREW C. SMITH
NOTARY PUBLIC
Cabarrus County, North Carolina
My Commission Expires 03/20/2028

Notary Public
Andrew C Smith
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: N/A
My Commission Expires: 03/20/2028

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Ellen C. Noto as Personal Representative of the Estate of Rachel N. Noto, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

(NOTARY PUBLIC)
SEAL

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

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Timothy H. Noto as Personal Representative of the Estate of Rachel N. Noto who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

(NOTARY PUBLIC)
SEAL

_____
Notary Public

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

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

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of January, 2026, by Ellen C. Noto as Personal Representative of the Estate of Rachel N. Noto, 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

Emily Smith
Notary Public
Emily Smith
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: HH 489711
My Commission Expires: Feb 6, 2028

Emily R Smith
Notary Public, State of Florida
My Commission Expires 02/06/2028
Commission No. HH 489711

[SELLER'S SIGNATURE PAGE TO OPTION AGREEMENT FOR SALE AND PURCHASE]

[TIMOTHY H. NOTO & ELLEN C. NOTO AS PERSONAL REPRESENTATIVES OF THE ESTATE OF RACHEL M. NOTO]

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, Deputy Executive Director of Operations

Date signed by Buyer: 3/19/26

EXHIBIT A

Legal Description

Lot 4, in Block 1 in Section 30, Township 57 South, Range 39 East of the MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION according to the Plat thereof, as recorded in Plat Book 5, Page 10, of the public Records of Miami-Dade County, Florida, less the North 35 feet thereof.

Tax Parcel Folio: 16-7930-001-0050

Prior Deeds: O.R. Book 18629, Page 0879, Book 18522, Page 3424, and Book 7279, Page 578, Public Records of Miami-Dade County, Florida

EXHIBIT B

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

The undersigned 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;

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; and

E. is not registered under the U.S. Foreign Agent Registration Act.

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 Option Agreement for Sale and Purchase, Seller must notify The Nature Conservancy, its successors and assigns ("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 Buyer may terminate this Agreement, in which case any Option Payment paid by Conservancy to Seller for the Option to Purchase the land identified in this Option shall be promptly returned to the Conservancy and neither the Conservancy nor the Buyer (if assigned) shall have any 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:

ELLEN C. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

TIMOTHY H. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

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

The undersigned 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;

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; and

E. is not registered under the U.S. Foreign Agent Registration Act.

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 Option Agreement for Sale and Purchase, Seller must notify The Nature Conservancy, its successors and assigns ("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 Buyer may terminate this Agreement, in which case any Option Payment paid by Conservancy to Seller for the Option to Purchase the land identified in this Option shall be promptly returned to the Conservancy and neither the Conservancy nor the Buyer (if assigned) shall have any 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:

ELLEN C. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

TIMOTHY H. NOTO AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RACHEL M. NOTO

EXHIBIT C

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before the undersigned authority personally appeared TIMOTHY H. NOTO and ELLEN C. NOTO (individually "Affiant" and collectively, "Affiants"), who, first being duly sworn, deposes and says:

1) That Affiants are the sole personal representatives of **THE ESTATE OF RACHEL M. NOTO** ("Estate") whose address is c/o Damaso Saavedra, Esq., Moritt Hock & Hamroff LLP, 888 SE 3rd Avenue, Suite 500, Ft. Lauderdale, Florida 33316. The Estate 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 Estate:

(if more space is needed, attach separate sheet)

Name	Address	Interest
THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"		
TIMOTHY H. NOTO	5044 Aster View Lane #B, Charlotte, NC 28269	33.333%
ELLEN C. NOTO	15160 NW Highway #320, Micanopy, FL 32667	33.333%
THOMAS J. NOTO, III	200 Flower Street, Costa Mesa, CA 92627	33.333%

2) That to the best of Affiant'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
THIS INFORMATION MUST BE COMPLETED. IF "NONE", WRITE "NONE"			
NONE.			

3) That, to the best of the Affiant'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 AFFIANTS SAYETH NOT.

AFFIANT

TIMOTHY H. NOTO

STATE OF NORTH CAROLINA
CABARRUS COUNTY

SWORN TO and subscribed before me by means of ☑ physical presence or ☐ online notarization this 5 day of March, 2026, by Timothy H. Noto. 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

ANDREW C. SMITH
NOTARY PUBLIC
Cabarrus County, North Carolina
My Commission Expires 03/20/2028

Notary Public
Andrew C Smith
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: N/A
My Commission Expires: 03/20/2028

AFFIANT

ELLEN C. NOTO

STATE OF FLORIDA
~~MARION CO~~UNTY
Alachua County

SWORN TO and subscribed before me by means of ☒ physical presence or ☐ online notarization this 9 day of March, 2026, by Ellen C. Noto. 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

CYNTHIA M RYAN
Notary Public - State of Florida
Commission # HH 398684
My Comm. Expires Sep 9, 2027

Notary Public
Cynthia M Ryan
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: HH 398684
My Commission Expires: 09/09/2027

EXHIBIT A TO BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Legal Description

Lot 4, in Block 1 in Section 30, Township 57 South, Range 39 East of the MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION according to the Plat thereof, as recorded in Plat Book 5, Page 10, of the public Records of Miami-Dade County, Florida, less the North 35 feet thereof.

Tax Parcel Folio: 16-7930-001-0050

Prior Deeds: O.R. Book 18629, Page 0879, Book 18522, Page 3424, and Book 7279, Page 578, Public Records of Miami-Dade County, Florida

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

The Estate of Rachel M. Noto does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Timothy H. Noto and Ellen C. Noto

Title of Contractor's Authorized Representative: As Personal Representatives of The Estate of Rachel M. Noto

Signature of Contractor's Authorized Representative:

Date: 1/20/26

Est. 07.01.2024

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

The Estate of Rachel M. Noto does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Timothy H. Noto and Ellen C. Noto

Title of Contractor's Authorized Representative: As Personal Representatives of The Estate of Rachel M. Noto

Signature of Contractor's Authorized Representative: /s/ T. Noto

Date: 6 February 2026

MIAMI-DADE COUNTY

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer/Contractor for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

The Estate of Rachel M. Noto does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Contractor's Legal Name
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Timothy H. Noto and Ellen C. Noto

Title of Contractor's Authorized Representative: As Personal Representatives of The Estate of Rachel M. Noto

Signature of Contractor's Authorized Representative:

Date: 1/20/26

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer/Contractor for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

The Estate of Rachel M. Noto does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Contractor's Legal Name

of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Timothy H. Noto and Ellen C. Noto

Title of Contractor's Authorized Representative: As Personal Representatives of The Estate of Rachel M. Noto

Signature of Contractor's Authorized Representative: Noto (Noto)

Date: 2/6/2026

Est. 12282023