

MEMORANDUM

Substitute to
Agenda Item No. 8(A)(1)

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


DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, by an extraordinary vote pursuant to Florida Statutes section 125.355, contract for sale and purchase between Miami-Dade County, as buyer, and Caracol Developers, LLC, as sellers, of a 2,482,876.44 square foot property or approximately 57 acres of land due west of Miami Executive Airport for the purchase price of \$15,900,000.00; authorizing the County Mayor to execute the contract for sale and purchase, to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction; authorizing the acceptance of the property by warranty deed; and directing the County Mayor to record such deed and covenant in the Public Records

This substitute differs from the original item as stated in the Mayor's memorandum.

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.




Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Date: October 16, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Acquisition of 2,482,876.44 Square Feet of Vacant Land
Located West of Miami Executive Airport

This substitute version differs from the original in that it corrects two scrivener's errors and provides for an extraordinary vote pursuant to section 125.355, Florida Statutes.

Executive Summary

This item is recommending the County enter into a "Contract for Sale and Purchase" with Caracol Developers, LLC (Sellers) for the purchase of 2,482,876.44 square feet of vacant land (+/- 57-acres) located west of Miami Executive Airport (MEA) at 12800 SW 145th Avenue which will become a part of MEA's future Runway Protection Zone.

The property is being acquired for the negotiated purchase price of \$15,900,000.00 (with closing costs not to exceed \$100,000.00) and is more fully described in Exhibit A and shown in Exhibit B as attached to the Contract for Sale and Purchase. Because the negotiated purchase price exceeds the average of the two property appraisals (\$15,800,000.00) completed by State-certified appraisers hired by the County by .006 percent, an extraordinary vote is required pursuant to Florida Statute 125.355.

The acquisition of this property will enable the Miami-Dade Aviation Department (MDAD or Aviation Department) to engage in aviation development activities that will encourage airport capital investment and growth, as the property will be used to expand MEA's existing runway and will become a part of the future Runway Protection Zone.

Recommendation

It is recommended that the Board approve the attached resolution by an extraordinary vote pursuant to Florida Statute Section 125.355 authorizing the approval and execution of the attached Contract for Sale and Purchase between Miami-Dade County (County) and the Sellers. Board endorsement of this resolution allows the County to acquire approximately 2,482,876.44 square feet of vacant land located west of MEA. The County has agreed to buy this property west of MEA for the negotiated purchase price of \$15,900,000.00 with closing costs not to exceed \$100,000.00.

More specifically, the Resolution does the following:

- Authorizes the acquisition of property (Folio Number 30-5917-000-0040) including approximately 2,482,876.44 square feet of vacant land located west of MEA, and;
- Authorizes the County Mayor or County Mayor's designee to execute a willing buyer/willing seller Contract for Sale and Purchase (Attachment No. 1 to the Resolution) between the County and the Seller in the amount of \$15,900,000.00 with closing costs not to exceed \$100,000.00.

Scope

The +/-57-acre vacant lot being purchased at MEA by the County is located in District 11 represented by Roberto J. Gonzalez. However, the impact of this item is countywide as this property will become a part of MIA's footprint, which is a regional asset. MDC002

Delegation of Authority

The County Mayor or County Mayor’s designee is authorized to execute the attached Contract for Sale and Purchase with the Seller and to exercise all rights conferred therein.

Fiscal Impact/Funding Source

There is a fiscal impact to the County. Through the Aviation Department, the County shall pay the Seller \$15,900,000.00, with closing costs not to exceed \$100,000.00 to purchase the real property consisting of a total of 2,482,876.44 square feet (+/- 57 acres) located immediately west of MEA. State-certified appraisers (two appraisers hired from the County list of appraisers) appraised the property. The property was valued at \$15,700,000.00 by Joseph J. Blake and Associates, Inc. on December 2, 2023, followed by a second appraisal dated June 18, 2024, by CBRE for \$15,900,000.00. Both parties negotiated a final purchase price of \$15,900,000.00.

The funding source for this purchase is future Aviation Revenue Bonds, Project No. 2000001655 - Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2023-2024 Adopted Budget and Multi-Year Capital Plan, page 166.

Track Record/Monitor

MDAD’s Division Director of Real Estate Management and Development, Michèle Raymond, will monitor the implementation of the Contract for Sale and Purchase with the Sellers.

Background

The County is purchasing 2,482,876.44 square feet of vacant land west of MEA from the Seller to pave the way for future investment and growth through the implementation of runway extension programs that will target improving safety, increasing runway capacity and operational resilience, and attracting new business. The property being purchased will become a part of MEA’s future Runway Protection Zone.

Upon execution of the attached Contract for Sale and Purchase between the County and the Seller in the amount of \$15,900,000.00, the Seller will execute a warranty deed for the property and the County will acquire this property.



Jimmy Morales
Chief Operating Officer

CONTRACT FOR SALE AND PURCHASE

Property to be acquired: SW Miami-Dade County adjacent to the northwest corner of TMB Folio #: 30-5917-000-0040

This Contract for Sale and Purchase is entered into as of the ____ day of _____ 2024, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Caracol Developers, LLC referred to as "Seller".

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer that certain real property consisting of approximately a 2,482,876.44 square foot parcel of land (57 gross acres +/-) and more specifically described in Exhibit A and shown on Exhibit B; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, 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 real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price of \$15,900,000 (Fifteen Million Nine Hundred Thousand 00/100 Dollars) for the Property. Said price will be paid at closing by Miami-Dade County for the Property referenced in Exhibit A and Exhibit B herein and shall be subject to other adjustments and prorations provided for herein. Buyer shall obtain two appraisals by appraisers approved pursuant to section 253.025, Florida Statutes. Said appraisals shall be based on a final survey conducted by Buyer. Should the above purchase price exceed the average appraised price of the two appraisals, the purchase price must be approved by two-thirds vote of the Board of County Commissioners present. In no event shall the Seller be obligated to sell for less than Fifteen Million and Nine Hundred Thousand Dollars (\$15,900,000.00).

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property, and agrees to convey good, marketable, and insurable title by Warranty Deed in substantially the form of Exhibit C attached hereto and made a part hereof ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, 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, if any, in escrow with the Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and an owner's marketable title insurance policy from a title insurance company

licensed by the State of Florida in the amount of the purchase price and provide a copy of same to Seller. Except as provided below, said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have ten (15) calendar days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. Seller's failure to respond within said ten (10) calendar days from receipt of title objections shall be deemed Seller's refusal to cure any such objections. In the event Seller elects not to cure any objection(s) or Seller is unable to cure any objections it has agreed to cure, Buyer may elect to cancel this Agreement and this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder or Buyer may waive in writing its title objections and accept the condition of title and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder.

6. PROPERTY INSPECTION: Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

- a) Environmental Inspection: Buyer may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Division of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM 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, including but not limited to, an American Society for Testing and Materials (ASTM) Phase I and Phase II Site Assessments. The term "Hazardous Materials" shall be as defined by DERM and shall include any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.
- b) Building Inspection: There are no known buildings or structures on the subject properties. Therefore, no building inspection is required.

7. TENANCIES. Seller warrants and represents that no person is living on or occupying the Property, other than the list of tenants on Exhibit D, attached hereto and made a part hereof. Buyer acknowledges that when it assumes such leases at closing, Seller shall be released from any and all obligations and liabilities as to the leases and makes no warranties or representations of performance and payment obligations. Seller further warrants and represents that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller's execution of this Contract, other than the list of tenants in Exhibit D; (iii) Seller shall take no action to extend or renew any existing lease as shown on Exhibit D prior to closing, nor shall it enter into or execute any new lease of the Premises, in whole or in party; and (iv) Seller will indemnify, defend and hold harmless Buyer, its agencies,

instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Property or any portion thereof that is contrary to the representations in this paragraph. Said indemnification shall survive closing and any expiration or termination of this Contract.

8. **LIENS.** Certified municipal and county liens, if any, and any special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, the Seller shall pay such lien or shall file a bond if such lien is in dispute. This section shall survive closing and any expiration or termination of this Contract.

9. **CLOSING.** The closing of this transaction shall be completed within 30 days of the full execution of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller in writing or as otherwise provided herein. The precise date, time and place of closing shall be set by Buyer which may be conducted by mail away. The Buyer and Seller agree that closing will not take place sooner than August 15, 2024.

10. **TIME.** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller' attorneys to complete the conveyance in accordance with the terms of this Contract. Time is of the essence with this Contract. All obligations herein are subject to acts of God or nature, which is beyond the control of Seller or Buyer.

11. **BROKERS.** Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This section shall survive closing and any expiration or termination of this Contract.

12. **EXPENSES.** Buyer shall be responsible for recording fees related to the Warranty Deed Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami- Dade County Surtax on the Warranty Deed. Seller shall also be responsible for any and all Broker fees related to the transfer of this property.

13. **LOSS.** All risk of loss to the Property shall be borne by Seller until transfer of title.

14. **ACCESS.** Seller guarantees legal ingress and egress to the Property.

15. **POSSESSION.** Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing, subject to existing lease with Torbert Farms, Inc.

16. **DEFAULT.** If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance. Any such waiver shall be in writing. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

17. **LITIGATION.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs of litigation at all levels of trial.

18. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially affect the value or integrity of the Property (whether structural or otherwise) which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

19. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto and no third party will have any rights, privileges, or other beneficial interests herein or hereunder.

20. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by the gross negligence or intentional misconduct of Buyer and its agents, within and to the extent of all limitations of Section 768.28, Florida Statutes.

21. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

22. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

23. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

24. EFFECTIVENESS. The effective date hereof shall be the earlier of (1) the date of the 10-day expiration of the County Mayor's veto period subsequent to the approval and authorization of the execution of this Contract by the Board of County Commissioners of Miami-Dade County ("Board") without the County Mayor vetoing the BCC's resolution approving same or (2) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Contract, provided no motion to reconsider such approval is made by the Board ("Effective Date"). If a motion to reconsider approval hereof is made, then the Effective Date hereof shall be the date the Board reconsiders and approves this Contract. In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of this Contract rest within their sole discretion. In the event that this Contract is not approved by the Board of County Commissioners, or is vetoed by the County Mayor and such veto is not overturned by the Board of County Commissioners, this Contract shall be unenforceable at law or equity and this Contract shall be considered void ab initio. Buyer will notify Seller in writing as to Effective Date.

25. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

26. NOTICE. All communications regarding this transaction shall be directed to those indicated below and shall be delivered in person, by third party courier (including overnight courier service such as Federal Express), by facsimile, or by certified mail, return receipt requested, postage

prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

as to Buyer: Ralph Cutié, Director and Chief Executive Officer
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102

as to Sellers: Caracol Developers LLC
c/o Zaed R. Pozo Esquire
2655 S Le Jeune Road, Suite 804
Coral Gables, FL 33134
(305) 442-7141
zrp@pozolaw.com

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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or the County
Mayor's designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the __day of _____, 2024, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

Zeedy R. Pozo
Witness
ZAEDY R. POZO
Witness Printed Name

[Signature]
Witness
[Signature]
Witness Printed Name

By: [Signature]
Alcides Alberto Riveros, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 12 day of MAY, 2024 by A. ALBERTO RIVEROS, who is personally known or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 12 day of MAY, 2024.

[Signature]
NOTARY PUBLIC
Print Name: _____

My Commission Expires:



IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

[Signature]
Witness
ZAEDY R. POZO
Witness Printed Name

By: [Signature]
Apolonio Alcides Riveros, Manager

[Signature]
Witness
[Signature]
Witness Printed Name

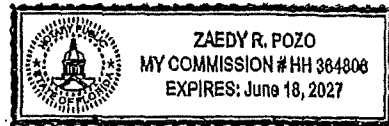
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 11 day of MAY, 2024 by APOLONIO ALCIDES RIVEROS, who is personally known or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 11 day of May, 2024.

[Signature]
NOTARY PUBLIC
Print Name: _____

My Commission Expires:



IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

[Signature]
Witness
ZAEDY R. POZO
Witness Printed Name

By: [Signature]
Maria de Fátima Moreno de Riveros,
Manager

[Signature]
Witness
[Signature]
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, on this 11 day of MAY, 2024 by MARIA DE FATIMA MORENO DE RIVEROS who is personally known or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 11 day of MAY, 2024.

[Signature]
NOTARY PUBLIC
Print Name: _____

My Commission Expires:

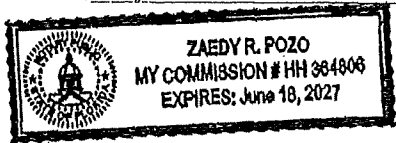


Exhibit A

The North $\frac{3}{4}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 55 South, Range 39 East, Miami-Dade County, Florida.



Exhibit B

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/25/2024

PROPERTY INFORMATION

Folio 30-5917-000-0040
Property Address 0, FL
Owner CARACOL DEVELOPERS LLC
Mailing Address 10101 COLLINS AVE
BAL HARBOR, FL 33154
Primary Zone 8900 INTERIM-AWAIT SPECIFIC ZO
Primary Land Use 5381 VEG CROPLANDS MIXED/ROTATED ;
VACANT LAND
Beds / Baths /Half 0 / 0 / 0
Floors 0
Living Units 0
Actual Area 0 Sq.Ft
Living Area 0 Sq.Ft
Adjusted Area 0 Sq.Ft
Lot Size 2,482,876.44 Sq.Ft
Year Built 0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	\$7,409,870	\$3,134,945	\$3,134,945
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$7,409,870	\$3,134,945	\$3,134,945
Assessed Value	\$136,798	\$136,798	\$136,798

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Agriculture	Classified Value	\$7,273,072	\$2,998,147	\$2,998,147

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

SHORT LEGAL DESCRIPTION

17 55 39 56.999 AC M/L
 N3/4 OF E1/2 OF NE1/4
 LESS BEG 3359.51FTN OF SE COR OF
 SEC TH N 87 DEG W 45.03FT N 04
 DEG W 2013.33FT N 02 DEG W 1.98FT

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$136,798	\$136,798	\$136,798
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$136,798	\$136,798	\$136,798
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$136,798	\$136,798	\$136,798

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
11/01/2002	\$2,100,000	20805-4420	Sales which are qualified

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

Exhibit C

This instrument was prepared by:
Jose Vidal
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102

Return to:
National Title & Abstract Company
711 NW 23 Avenue, Suite 101
Miami, Florida 33125

Folio No.: 30-5917-000-0040

USER DEPT: Miami-Dade Aviation Department

{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}

WARRANTY DEED

This Warranty Deed made this ____ day of _____, 20__, between **Caracol Developers, LLC**, a Florida Limited Liability Company ("**Grantor**") whose post office address is 10101 Collins Ave, Bal Harbor, FL 33154 and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose post office address is 111 NW 1st Street, Suite 17-202, Miami Florida 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami, FL 33102 ("**Grantee**").

WITNESSETH:

The **Grantor**, on behalf of itself, its executors, administrators, successors, representatives and assigns, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the **Grantor**, hereby does grant, bargain, sell, alienate, remise, release, convey and confirm unto **Grantee** and **Grantee's** heirs, executors, administrators, successors, representatives and assigns, forever, all that certain land situate and being in Miami-Dade County, Florida (the "Property"), as described to wit:

The North $\frac{3}{4}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 55 South, Range 39 East, Miami-Dade County, Florida.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) zoning and other regulatory laws and ordinances affecting the Property, if any; and (2) easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the above-described real estate.

TO HAVE AND TO HOLD the same in fee simple forever, together with all singulars the rights, members and appurtenances thereof.

AND **Grantor** hereby covenants with **Grantee**: 1.) that **Grantor** is lawfully seized of the Property hereby conveyed in fee simple; 2.) that **Grantor** has good right and lawful authority to sell and convey the Property; and 3.) that **Grantor** hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

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Exhibit D

FARM LAND LEASE

THIS INDENTURE (hereinafter referred to as Lease) made and entered into this _____ day of April, 2024 between:

Caracol Developers, LLC.
c/o Alberto Riveros, Manager
2655 Le Jeune Rd., Suite 804
Coral Gables, FL 33135

hereinafter referred to as Lessor, and

Torbert Farms, Inc.
P.O. Box 343450
Florida City, FL 33034

hereinafter referred, to as Lessee,

WITNESSETH:

1. The Lessor does hereby demise and lease unto the Lessee, upon the terms and conditions set forth hereafter, the following described property, situate, lying and being in DADE County, Florida:

Folio # 30-59-17-000-0040

Legal Description: 17 55 39 56.999 AC M/L N3/4 OF E1/2 OF NE1/4 LESS BEG 3359.51FTN OF SE COR OF SEC TH N 87 DEG W 45.03FT N 04 DEG W 2013.33FT N 02 DEG W 1.98FT N 87 DEG E 80FT S 02 DEG E .52FT S 04 DEG E 2014.95FT TO POB OR 20805-4420 112002 1.

2. The term of this lease shall begin on May 16th, 2024, and shall be for a period of 1 year, terminating on May 15th, 2025.

3. The Lessee covenants and agrees to pay as rental for the premises herein described the sum of \$370.00 per acre for 57 acres for a total Lease of \$21,090.00 per year.

- I. 1st payment to be made on May 15th in the amount of \$7,030.00
- II. 2nd payment to be made on July 1st in the amount of \$7,030.00
- III. 3rd payment to be made on September 30th in the amount of \$7,030.00

4. The lessee covenants that the herein described premises shall be used exclusively for farming and agricultural purposes. Lessee agrees to scarify and otherwise prepare this leased property and make it suitable for fanning and growing and cultivating crops. Lessee agrees to construct and maintain in proper working condition sufficient wells customarily and normally used on agricultural land. Lessee agrees the land will not be used for any purpose other than agricultural usage. All expenses incidents thereto being borne by the lessee.

5. This lease may be cancelled by the lessor only upon sale in accordance with paragraph 15. Upon such cancellation, the lessor shall refund and pay to the lessee all unearned rent paid in advance by the lessee.

6. The lessee covenants and agrees that he will not use said property for any illegal purposes and will not violate any laws or rules and regulations of any public authority having the power to make the same. Lessee further covenants with lessor that he will be obligated and liable for any injuries sustained by reason of the operation by the Lessee of the demised property, and that he will, at the expiration of the terms of this lease, quietly and peaceably deliver to the Lessor possession of the demised premises in good condition, with any crop thereon diced under.

7. Lessor further covenants and agrees that lessee, upon paying said rental and performing all of the covenants on his part herein contained, shall and may peaceably and quietly have, hold and enjoy the premises during the term aforesaid;

PROVIDED ALWAYS that, if the Lessee shall neglect to perform or observe any covenant, including the payment of rent, or use the land for any other purpose than agricultural activity, which on the Lessee's part is to be performed, and continues in default thirty (30) days after receipt of written notice thereof from Lessor, then the Lessor, their agents or attorneys, shall have the right to enter said premises and take possession thereof, and the lessee hereby expressly waives any and all notices required by law to terminate tenancy. Such action by the Lessor or dispossession of the Lessee, shall not waive any rights, which the Lessor shall have to recover such damages as Lessor may sustain by reason of Lessee's default.

8. When either party desires to give any notice to the other in connection with this lease, such notice shall be given by certified mail and it shall be deemed given when it has been deposited in the United States Mails with sufficient postage prepaid thereon to carry it to the addressed destination, and said notice shall be addressed as follows:

FOR THE LESSOR:

Caracol Developers, LLC.
c/o Alberto Riveros, Manager
2655 Le Jeune Rd., Suite 804
Coral Gables, FL 33135
alberto@megacadena.com

FOR THE LESSEE:

Torbett Farms, Inc.
P.O. Box 343450

Florida City, FL 33034

Nothing herein contained shall be construed as prohibiting the parties, respectively, from changing the place at which notice is thenceforth to be given, but no such change shall be effective unless and until it shall be accomplished by written notice given in the manner set forth in this paragraph.

9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and this applies to all terms and conditions contained herein.

10. Any personal property placed on the premises leased shall be at the risk of the Lessee, and Lessor shall not be liable for any damage to said property or to the Lessee.

11. The Lessee will not remove or permit to be removed any soil from the leased premises.

12. This lease shall be binding upon to inure to the benefit of the respective personal representative, successors and assigns of the parties hereto.

13. Lessee agrees to provide liability insurance coverage of \$500,000.00 dollars against any claim whatsoever affecting said Lessor during the term of this lease. Copy of said policy to be delivered as per Paragraph 8 above. Proof of each renewal shall be sent to lessor.

14. The brokerage commission due Universal Investment Realty will be equal to 10% of rental shall be paid by Lessor from proceeds to be deducted from the gross lease funds at the same time the Lessee pays Lessor.

15. The owners shall the right to terminate the lease in the event of the proposed sale, by giving a 90-day written notice to lessee to vacate the property.

16. The Lessee shall have the option to renew this lease upon mutual agreement. The first right of refusal over any other lease offered to lessor shall be granted to the Lessee at the termination of this lease period.

17. Any future lease, rental only between these 2 parties shall utilize Universal Investments Realty, Inc. as sole broker.

18. The parties understand the signing of the lease between lessee and Padre Pio, LLC, and Monte Santangelo, LLC, are contingent on the lessee accepting and abiding by the terms of the lease between the lessee and Caracol Developers, LLC.

LESSOR:

CARACOL DEVELOPERS, LLC.

By:

[Handwritten Signature]

Alberto Rivas

9/12/24

Date

[Handwritten Signature]

Patricia Alvarez

09/12/24

Date

LESSEE:

TORBERT FARMS, INC.

By:

[Handwritten Signature]

Linda Rustin, Corporate Director

4/11/24

Date

BROKER:

UNIVERSAL INVESTMENTS REALTY

By:

Anita Therhaug, Broker

Date



MEMORANDUM
(Revised)

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

DATE: October 16 6, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Substitute
Agenda Item No. 8(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
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one , 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) ____, 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 _____

Substitute
Agenda Item No. 8(A)(1)
10-16-24

RESOLUTION NO. _____

RESOLUTION APPROVING, BY AN EXTRAORDINARY VOTE PURSUANT TO FLORIDA STATUTES SECTION 125.355, CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY, AS BUYER, AND CARACOL DEVELOPERS, LLC, AS SELLERS, OF A 2,482,876.44 SQUARE FOOT PROPERTY OR APPROXIMATELY 57 ACRES OF LAND DUE WEST OF MIAMI EXECUTIVE AIRPORT FOR THE PURCHASE PRICE OF \$15,900,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE ACCEPTANCE OF THE PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED AND COVENANT IN THE PUBLIC RECORDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Mayor's memorandum and documents, copies of which are incorporated herein by reference,

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

Section 1. Approves, by ~~[[two-thirds vote]]~~¹ >>an extraordinary vote of a majority plus one<< of the Board members present, pursuant to Florida Statutes section 125.355, Contract for Sale and Purchase by Miami-Dade County for the acquisition of a property which consists of 2,482,876.44 square feet or approximately 57 acres of land located west of Miami Executive Airport >>(MEA)<<[[~~(TMB)~~]], identified by Folio No. 30-5917-000-0040, from Caracol

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

Developers, LLC, the Sellers, for a purchase price of \$15,900,000.00 in addition to closing costs which shall not exceed \$100,000.00, in substantially the form attached hereto as Attachment 1 and made a part hereof.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Sale and Purchase Contract in section 1 above, to exercise all provisions contained therein, to perform all acts necessary to effectuate this transaction, and to accept conveyance of the property by warranty deed.

Section 3. This Board approves the acceptance of the conveyance of the Properties by Warranty Deed in substantially the form attached to the Contract as Exhibit “C,” subject to all necessary due diligence by the County Mayor or the County Mayor’s designee that no obstacles or impediments exist impacting or preventing this conveyance, as further set forth in the Contract.

Section 4. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the Warranty Deed authorized 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 directs the Clerk of the Board to attach and permanently store a recorded copy along with this Resolution.

Section 5. Directs the County Mayor or County Mayor’s designee to provide an executed copy of the Agreements to the Property Appraiser within 30 days of their execution.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

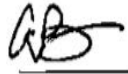
The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Angela F. Benjamin