AGREEMENT FOR THE PURCHASE AND SALE OF MITIGATION CREDITS – KENTUCKY STREET IMPROVEMENTS PART I

This Agreement for the Purchase and Sale of Mitigation Credits ("Agreement") is entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "Buyer," and **MIAMI ALTERNATIVES, LLC**, whose address is 3450 Old Dawson Ranch Road, Edgewater, Florida 33132, in this Agreement referred to as "Seller" (individually, a "Party," and collectively, "Parties").

W I T N E S S E T H:

A. **WHEREAS**, Seller owns the Farmton Mitigation Bank ("Bank");

B. **WHEREAS**, Seller has the legal authority to offer for transfer and sale wetland mitigation credits from the Bank to address wetland impacts ("Mitigation Credits") under the St. John's River Water Management District ("SJRWMD") Permit No. 4-127-76185-25 and the U.S. Army Corps of Engineers Permit No. MBI/1998-01836(IP-ME); and

C. **WHEREAS**, Buyer is seeking to perform the project known as Kentucky Street Improvements Part I, CIP No. 02307063 ("Project") pursuant to SJRWMD Application No. 206735-2 and compensate for the loss of wetlands by purchasing Mitigation Credits from Seller,

NOW, THEREFORE, for and inconsideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.01. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

1.02. Purchase and Sale. Seller shall sell to Buyer and Buyer shall purchase from Seller the Mitigation Credits on terms and conditions specified in this Agreement.

1.03. Purchase Price. Seller hereby sells to Buyer and Buyer hereby purchases from Seller a total of fourteen hundredths (0.14) freshwater state Mitigation Credits, which are five tenths (0.5) forested and nine-tenths (0.9) herbaceous. The total purchase price for the Mitigation Credits is SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 ($16,800.00) ("Purchase Price") payable by wire or check drawn on a U.S. banking institution. The method of payment will be selected by Buyer. This sale and transfer is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in Seller's property or Bank, nor the granting of any interest of the foregoing.

1.04. Payment. Buyer agrees to remit the Purchase Price to the Seller for the Mitigation Credits associated with the Project. If payment is made by check, checks should be payable to **Miami Alternatives, LLC** at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611. If payment is made by wire transfer, payment should be payable as follows: ACH/Wire: Wire Routing No. 071 000 152, Account No. 35163247, Reference: Seminole County/Miami Alternatives, LLC – Kentucky St Improvements Project. Buyer must make payment of the Purchase Price to Seller on or prior to March 22, 2026. Upon verification that Buyer has paid the Purchase Price to Seller, Seller must notify all appropriate parties of the completed transaction. Further, each Party shall pay its own legal and professional fees and fees of other consultants incurred regarding this transaction.

1.05. Conditions of Credit Transfer. Upon Buyer's payment of the Purchase Price, Buyer agrees to provide a true and correct copy of the SJRWMD permit documents to Seller within ten (10) calendar days thereafter, in accordance with Section 2.01 ("Notice") of this Agreement. Upon Seller's receipt of the SJRWMD permit documents, Seller must transfer the Mitigation Credits to Buyer within thirty (30) calendar days and provide documents evidencing the transfer of the Mitigation Credits.

ARTICLE 2. GENERAL TERMS AND CONDITIONS.

Section 2.01. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to Buyer:

Attention: County Engineer
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

As to Seller:

Attention: Helen Hutchens, Managing Member
Miami Alternatives, LLC
410 North Michigan Avenue, Suite 590
Chicago, Illinois 60611
Email: hhutchens@miami-corp.com

As to Consultant:

Attention: Victoria Bruce
The Mitigation Banking Group, Inc.

P.O. Box 195813
Winter Springs, Florida 32708
Email: victoria@mitigationbankinginc.com

2.02. Termination.

(a) If Buyer fails to make payment in accordance with this Agreement by March 22, 2026, this Agreement automatically terminates with no penalty to Buyer.

(b) If SJRWMD denies the subject permit, the Buyer may request Seller to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer. Otherwise, the Purchase Price is not refundable by the Seller.

2.03. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, one Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

2.04. Indemnification. Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

2.05. Limitation of Liability. In no event will Buyer be liable to Seller or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether Seller was advised of the possibility of such damages, or under any legal or equitable theory upon which the claim is based.

2.06. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

2.07. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

2.08. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

2.09. Waiver. The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future right to enforce such provision or any other provision of this Agreement.

2.10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

2.11. Court Costs and Fees. In the event of litigation between the parties, the prevailing Party will be entitled to recover from the non-prevailing Party all costs of litigation and any appeals, including but not limited to attorney's fees, expert witness fees, and costs of suit.

2.12. Construction. The Parties hereby acknowledge and agree that (a) each Party to this Agreement is of equal bargaining strength, (b) each such Party has actively participated in the drafting, preparation, and negotiation of this Agreement, (c) each such Party has consulted or has had the opportunity to consult with such Party's own independent counsel, and such other professionals as such Party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such Party and such Party's counsel and advisors have reviewed the Agreement and following such review each Party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the Party most or more responsible for drafting the Agreement will not apply in the interpretation of this Agreement, or any portions of it or any amendments to it.

2.13. Relationship of Parties. Nothing contained in this Agreement may be deemed or construed by one Party to create a relationship of principal and agent, partnership, joint venture or any other association with the other Party.

2.14. No Third-Party Beneficiaries. This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

2.15. Effective Date. The effective date of this Agreement will be the date when the last Party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Parties.

2.16. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

2.17. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

2.18 Non-Coercion for Labor and Services. As required by Section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

2.19. Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties related to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement for the purposes set forth above.

WITNESSES:

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

MIAMI ALTERNATIVES, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Affidavit of Non-Coercion for Labor and Services

BP/
2/6/26
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Exhibit A

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

MIAMI ALTERNATIVES, LLC

By:_____

Name: _____

Title: _____

Date:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name