

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Council Members  
**FROM/PHONE:** Ken Cohen, Assistant Town Administrator, 797-1030  
**SUBJECT:** Coffee Plantation Resolution  
**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A PROPERTY LEASE AGREEMENT, BETWEEN THE WAGON WHEEL COFFEE ROASTER, INC. AND THE TOWN OF DAVIE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie was recently presented with an extraordinary opportunity to be the host of the first commercial coffee plantation in the United States. The success of growing such a new and innovative crop will have a significant positive impact on the South Florida agricultural industry. In addition, it will highlight the Town of Davie's agricultural spirit and history to the world.

The property to be leased is a parcel approximately 9 acres in size located between Waverly Park to the north, Muvico to the south and I-75 to the east. An FP&L easement runs through the middle of the property from west to east. FP&L has reviewed and approved the plans for the coffee plantation.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** Lease payments:           Years 1-3 = \$500 per year  
  Years 4-5 = \$1,000 per year  
  Years 6-10 = \$2,000 per year

Has request been budgeted?

If yes, expected cost:

Account Name:

If no, amount needed: What account will funds be appropriated from:

**RECOMMENDATION(S):** Motion to approve this resolution and Lease Agreement

**Attachment(s):** 1) Resolution, 2) Exhibit "A" Lease Agreement, 3) Exhibit "B" Newspaper Article  
4) Exhibit "C" FP&L documents

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A PROPERTY LEASE AGREEMENT, BETWEEN THE WAGON WHEEL COFFEE ROASTER, INC. AND THE TOWN OF DAVIE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to preserve the agricultural history of the Town of Davie;  
and

WHEREAS, to preserve this history the Town Council encourages new and innovative agricultural initiatives within the Town; and

WHEREAS, the first coffee plantation in North America will far exceed the Town's agricultural desire.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town authorizes the Mayor to enter into the attached property lease agreement with the Wagon Wheel Coffee Roaster, Inc.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

**LEASE AGREEMENT**

This is a lease agreement, made and entered into by and between: **TOWN OF DAVIE**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN", and **WAGON WHEEL COFFEE ROASTER, INC.** whose address is 5453 NW 24<sup>th</sup> Street, Margate, Florida 33063, hereinafter referred to as "Lessee".

TOWN owns certain land located within the municipal boundaries of TOWN and more fully described within Exhibit "A" and in the public records of Broward County, State of Florida as follows:

**Legal Description:**

In consideration of the agreements, covenants, promises, representations and warranties contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOWN hereby leases to Lessee, and Lessee hereby leases from TOWN, the above referenced property on the following terms and conditions:

1. **Rent.** Lessee shall pay to TOWN the sum of five hundred dollars (\$500.00) for year 1 through year 3 as rent, paid in advance; the first of such payments is to be made upon the execution of this document and thereafter, on the anniversary date of the execution of this Lease each year for the first three (3) years of this Lease. In the fourth and fifth year of this Lease, Lessee shall pay to TOWN the sum of one thousand dollars (\$1000.00) annually. In the sixth through the tenth years of this Lease, Lessee shall pay to TOWN the sum of two thousand dollars (\$2,000.00) annually.
2. **Term.** The term of this Lease is for ten (10) years from the execution of this document and may be extended by TOWN for an additional five (5) year term upon the conditions and provisions negotiated by the parties. Any early termination of this Lease by Lessee shall be deemed a default of this Lease Agreement.
3. **Effective Date.** This Lease will become effective upon the parties' execution of the Lease Agreement.
4. **Purpose.** The purpose of this Lease is to allow the Lessee to utilize the property for the sole purpose of conducting agricultural activities consistent with the utilization of the property as a "coffee plantation" on said property.
5. **Lessee's Rights and Obligations:** For the duration of this Lease, Lessee has the exclusive right to enter onto the property for the purpose of conducting agricultural activities consistent with the use of the property as a coffee plantation. Lessee shall be obligated to maintain said property in good condition and in a manner consistent with the Town of Davie's

Davie's Code of Ordinances. Lessee shall make no improvements to the property unless approval for such improvement is granted by TOWN. It is acknowledged by the parties hereto that the residential properties are within the immediate vicinity of the subject property and accordingly, the Lessee shall make all efforts not to disturb the peace of the neighborhood residential properties. It is further agreed by the Lessee that Lessee shall bring any and all equipment or items necessary for the production of the coffee plantation unto the property at a time designated by TOWN and Lessee and shall refrain from bringing equipment or items unto the subject property at any time not agreed upon by TOWN and Lessee. Upon the termination of this Lease and upon the request of TOWN, Lessee shall remove all improvements, including trees, structures and any other items and/or objects placed by Lessee upon the subject property.

6. **Lessee's Hold Harmless.** Lessee shall protect, defend, indemnify and hold TOWN, its officers, and employees harmless against any and all claims, liabilities, loss, costs, or damages, whatsoever, related to any claim made by third parties, including court costs and attorney's fees, resulting from or in connection with Lessee's maintenance or failure to maintain the property or resulting as a consequence of any activities that Lessee conducts on the property. Nothing written herein shall be construed to grant any rights to third parties to sue any party to this Lease for any matter arising out of this Lease or shall be construed as a waiver of sovereign immunity by TOWN where sovereign immunity may be applicable.

7. **Security Bond.** Upon the execution of this Lease Agreement, Lessee shall deliver to TOWN as security in a form acceptable to TOWN (an irrevocable letter of credit with an institution and in a form acceptable to TOWN or in the form of cash), a security bond in an amount equal to twenty thousand dollars (\$20,000.00).

Upon any default by Lessee, including early termination of this Lease, damages to property and or Lessee's failure to remove improvement placed on the property, TOWN will call upon and utilize the security bond for the removal of all improvements not removed by Lessee upon the termination of this Lease Agreement, any amounts due to TOWN under this Agreement and/or any damages to the Leased Property caused by Lessee's actions or omissions. If this Lease is terminated by Lessee without default, the security bond will be returned to Lessee.

8. **Insurance.** Lessee shall obtain insurance on the property in the amount of one million dollars (\$1,000,000.00) that shall cover liability for bodily injury and property damage. Lessee shall provide Lessor with proof of certification of insurance naming Lessor as an additional insured.

9. **Entire Agreement.** This Lease contains the entire agreement between the parties for the purposes described herein and supercedes all prior agreements regarding the lease of the property. The terms of this Lease are contractual and binding upon the parties. No modification of this Lease shall be binding upon either party unless reduced to writing and signed by both parties.

10. Fees and Costs. In the event either party brings an action or proceeding to enforce or construe this Lease or any action or proceeding otherwise arising out of this Lease, the prevailing party in such an action or proceeding shall be entitled to recover its costs and expenses of suit and any appeal and review, including reasonable attorney fees from the losing parties.

11. Governing Law. This Lease is governed by and construed under the laws of the state of Florida as to matters of procedure and substantive law. All controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

12. Recordation. This Agreement shall be recorded in the public records of Broward County.

13. Notice. All notices or requests required or permitted under this Lease must be given in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, and addressed as follows:

For Town:  
Ken Cohen, Assistant Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

For Wagon Wheel Coffee Roaster, Inc. :  
  
5453 NW 24<sup>th</sup> Street  
Margate, Florida 33063

14. Rules of Construction. The terms and provisions set forth within this Lease are deemed to have been explicitly negotiated between and jointly drafted by the parties. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. Severability. If any term or provision of this Lease, or the applicability of a term or provision to any person is to any extent invalid or unenforceable, the remainder of this Lease is not affected and continues in full force and effect.

16. Successors and Assigns. Lessee may not assign this Lease without being granted prior written consent by TOWN. Lease shall be binding upon all parties and their permitted successors in interest and assigns.

17. Waiver. No failure of either party to exercise any right or power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties which conflicts with any terms of this Lease shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**IN WITNESS WHEREOF**, the parties have made and executed this Lease Agreement on the respective dates under each signature: TOWN OF DAVIE through its TOWN COUNCILMEMBERS, signing by and through its MAYOR, authorized to execute same by COUNCIL ACTION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2005 and the CITY signing by and through its MAYOR, authorized to execute same by Commission action on the \_\_\_\_\_, day of \_\_\_\_\_, 2005.

**TOWN**

TOWN OF DAVIE

By \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2005

By \_\_\_\_\_  
Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 2005

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

Attest:

\_\_\_\_\_  
Town Clerk

Witness my hand and seal this 18 day of March, A.D., 2005.

Signed, sealed and delivered  
in the presence of:

Maria Mackie

Witness

MARIA Mackie

Print/Type Name

Laurie Serar

Witness

Laurie Serar

Print/Type Name

LESSEE:

J.C. Galantres

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of March  
2005, by Jean Claude Nadeau who \_\_\_\_\_ is personally known to me or who has produced ✓  
FL DR LIC N300-463-45105-22 as identification and who did/did not take an oath.

Janet T. Gale  
Notary

Public, State of Florida, at

Large OFFICIAL NOTARY SEAL  
JANET T GALE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. DD134804  
MY COMMISSION EXP. JULY 17, 2006

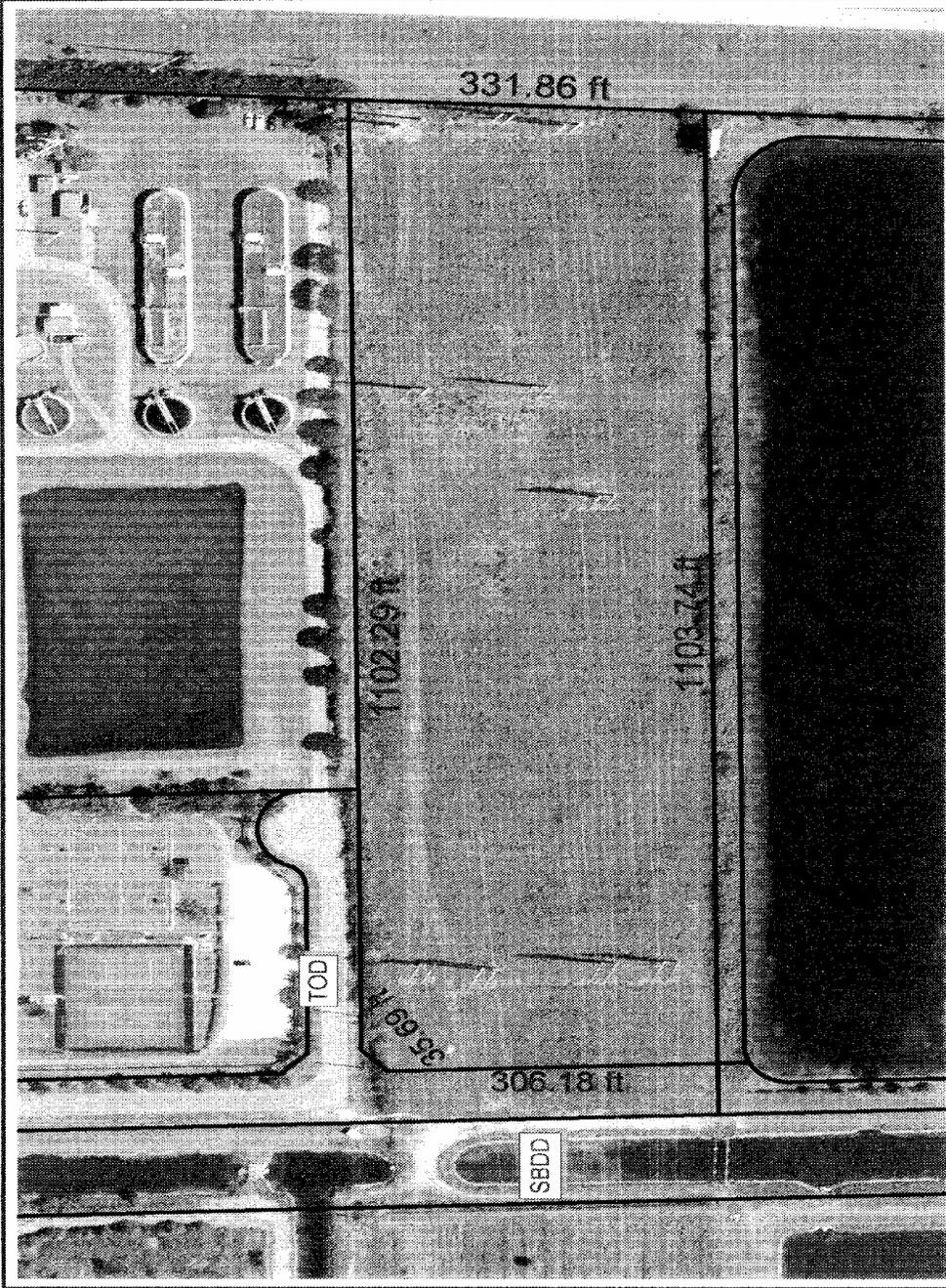
Print, Type or Stamp Name

My Commission Expires: 7/17/06

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**All of Parcel "F" "Waverly Hundred" as recorded in Plat Book 141 at Page 40 of the Public Records of Broward County, Florida, said land lying and being in Section 4, Township 51 South, Range 40 East**



<p><b>FOLIO # 514004102990</b></p> <p><b>TOTAL ACREAGE: 8.49</b></p> <p>PH - 1228/04 - POA AFR</p>	<p><b>MAP LEGEND</b></p> <ul style="list-style-type: none"> <li> FOLIO #514004102990 BOUNDARY</li> <li> PARCEL BOUNDARY</li> <li> SOUTH BROWARD DRAINAGE DISTRICT</li> <li> TOWN OF DAVIE</li> </ul>	<p>100 0 100 200 Feet</p> <p>1" = 150'</p> <p>SF 1:1800</p>	<p style="text-align: center;">N            W E          S</p> <p style="text-align: right;">AERIAL FLOWN 1/23/04</p>
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UP FRONT | AGRICULTURE

# WAKING UP TO S. FLORIDA COFFEE

■ Florida's first commercial coffee plantation will soon start production in Davie using imported trees adapted for South Florida to create a low-acidity brew.

BY NIKKI WALLER  
nwaller@herald.com

Florida coffee drinkers may soon wake up to a Broward-grown brew.

J.C. Nadeau, as if an alchemic-turned-coffee-roaster, is betting his locally grown coffee will be tastier and more pure than pricier blends. The Coconut Creek resi-

dent is importing Colombian coffee plants that are customized for Florida's unique soil. Within the next week, he says, a caffeinated crop will go into the ground on a leased, 10-acre patch of farmland in western Davie.

State farm officials are closely watching Nadeau's progress. If he succeeds, his

would be the first commercial coffee plantation in Florida.

"It is obviously a somewhat risky venture, growing coffee in this latitude," said Terry McElroy, a Florida Agriculture Department spokesman. "But it shows incredible entrepreneurial spirit."

Nadeau said he has

•TURN TO COFFEE, 2A

INSIDE: Tracking coffee from bean to beverage. 2A



CANDACE BARBOT/HERALD STAFF

**BREWING PLANS:** J.C. Nadeau plows a southwest Broward County field where he intends to grow coffee.

INFORMATION FOR LIFE



# Coffee plantation is a first for South Florida

\*COFFEE, FROM 1A

invested \$1 million of his own money in the project, envisioning a chain of coffee shops and carts in addition to plantations. He's received no assistance from the state, although he says the city of Davie leased him at a low price community land it wanted to preserve as agricultural green space.

If all goes as planned, Nadeau expects to harvest in about eight months 15,000 pounds of beans from an initial planting of 5,000 coffee trees.

Local agriculture boosters are hopeful about the crop.

"There's always the possibility that this could develop into something that replaces citrus and maintains green space," said Fred Segal, president of the Broward Farm Bureau.

## THE CLIMATE QUESTION

But Florida's winter climate, while ideal for snowbirds and vacationers, may be too cold for the finicky coffee plant, which thrives at temperatures between 55 and 80 degrees. While South Florida's temperatures normally stay in that range, the occasional freeze or bout of cold weather could ruin a crop.

Jonathan Crane, a tropical fruit-crop specialist at the University of Florida's Tropical Research and Education Center in Homestead, says the region's high humidity during the summer also can weaken coffee plants.

The U.S. Department of Agriculture once maintained a coffee collection near the coast in southern Miami-Dade County, but agronomists eventually gave up and found it easier to grow cacao instead.

"If coffee could be grown here commercially," said Crane, "it would already be commercially cultivated here."

The proof is in the product, counters Nadeau, who says he's grown many successful test plants in back yards throughout the region. He's developed a closed-loop irrigation system with raised planting beds that he says will help resist cold and keep the coffee well drained.

The white-haired Nadeau, 60, turned to custom coffee growing shortly after retirement, when his dozen or so daily cups of coffee began irritating his stomach.

Nadeau, who once ran his

## From bean to beverage

J.C. Nadeau's coffee plants take a long journey before winding up in Broward soil, then in local coffee mugs.

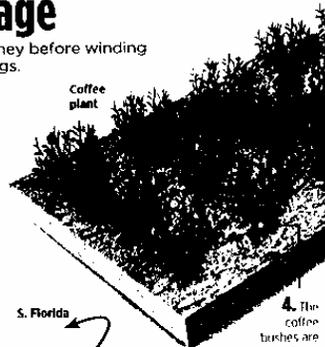
1. An arabica bean is planted in specially controlled soil at a plantation outside Bogota.



2. When the plants grow to 18-24 inches, they are removed from the ground and loaded onto a plane.

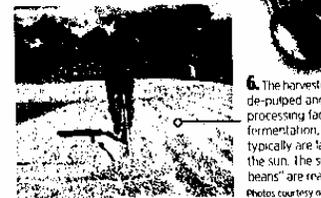


3. The plants arrive at Miami International Airport, then are taken to a farm in Davie near Sheridan Street and Interstate 75.



4. The coffee bushes are transplanted into the soil. The pH of the coffee's water and fertilizer will be balanced weekly.

5. After about eight months, the coffee cherries, which resemble pink cranberries, are ready to be picked.



6. The harvested beans are then de-pulped and fermented at a processing facility. After fermentation, the beans typically are laid out to dry in the sun. The sun-dried "green beans" are ready to be roasted.

7. The green beans can then be roasted, ground and brewed.



SOURCE: coffeeresearch.org

LYNN OCCHIZZO / HERALD STAFF

own gold refinery in Quebec, learned that much of the coffee produced commercially includes impurities such as ground twigs, leaves, sawdust and stones.

"Something didn't taste right," he said.

## STOMACH PAINS

Rather than give up his cherished drink, he decided to create a better brew. In early 2002, he began planting coffee bushes throughout Broward County and South Florida. Those first bushes bore deep red cherries, which he de-pulped, fermented, roasted and dried on his own.

That first taste, he said, was heavenly.

"I said, 'Wow, this is a different world, this is the real

thing.'"

He found a small coffee plantation in Colombia willing to grow arabica beans in conditions that would mimic South Florida's alkaline soil and heavy moisture.

Nadeau said an alkaline tinge, it turned out, produced a hearty, rich-bodied brew that isn't as harsh on sensitive stomachs.

To test his concept, Nadeau commissioned a small, trailer-sized mobile coffee roastery to visit farmer's markets around Broward. Now semi-permanently installed at Bob Roth's New River Groves in Davie, the roastery has already developed loyal fans.

Joe Truscello works in Lighthouse Point, but makes a

coffee run to Davie nearly every day. On a recent Thursday, he and his girlfriend dropped by for a noontime fix.

"It doesn't have a bitter aftertaste," he said as Nadeau's partner Jairo Noriega prepared his usual, an iced coffee with an extra shot of espresso.

Nadeau hopes his brightly colored cart, which operates as Wagon Wheel Coffee Roaster will launch a regional chain.

As he prepares his coffee plantation, he's also seeking franchisees to run their own Wagon Wheel cart or store.

"We have reinvented the wheel," he said. "We're bringing back the days when people drank real coffee."

This Instrument Prepared By:  
Harry E. Kestner, Jr.  
Florida Power & Light Company  
P.O. Box 8248  
Ft. Lauderdale, FL 33340-8248

Folio No. \_\_\_\_\_

INSTR # 104797948  
OR BK 39195 Pages 902 - 905  
RECORDED 03/08/05 12:02:15  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1924  
#1, 4 Pages

## MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT

THIS MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT dated this 1st day of March, 2005, by and between WAGON WHEEL COFFEE ROASTER, INC., (hereinafter referred to as "Permittee"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter referred to as "Company").

### WITNESSETH:

WHEREAS, on the 1st day of March, 2005, Company and Permittee entered into a written Right-of-Way Consent Agreement, hereinafter referred to as the "Agreement" related to certain property situated in the County of Broward, State of Florida as more particularly set forth in said Agreement and described in Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as the "Lands", and

WHEREAS, the parties are desirous of placing their interest therein as a matter of public record.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto agree as follows:

1. The property described in Exhibit "A" is subject to a right-of-way Agreement in favor of Company recorded in O.R. Book 3148 at Page 588 of the Public Records of Broward County, Florida.
2. The Agreement provides, among other things, Permittee's right to make certain improvements upon the Lands, including, but not limited to, coffee tree farm, pump and irrigation and fencing, upon the lands subject to certain conditions and restrictions.
3. The Agreement is assignable to purchasers of all or a portion of the Lands provided that the purchasers assume the obligations under the Agreement and specifically acknowledge and agree that the use of the property and improvements to be placed on the property are strictly limited to those depicted on a certain plan of improvement and are otherwise subject to the terms of the Agreement.

4

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date hereinabove written.

Witnesses:

Company:

FLORIDA POWER & LIGHT COMPANY

Signature *Jeffrey W. Long*  
Name (Print): Jeffrey W. Long

By: *David G. Douglass*  
Its: Corporate Real Estate Manager  
Print Name: David G. Douglass

Signature *Linda Morceau*  
Name (Print): LINDA MORCEAU

OWNER:

WAGON WHEEL COFFEE ROASTER INC.

Signature *Sairo Noriega*  
Name (Print): Sairo Noriega

By: *JC Wade*  
Print Name: JC WADE



Signature *Harry J. Keenan Jr*  
Name (Print): \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_



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