

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Sandalwood 7160 LLC v. Gonzalo J. Estevez, et al.

Sandalwood 7160 · No. 3D24-0148 · Decided April 1, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed a final judgment for the Estevez defendants in a dispute concerning the proposed sale of four properties. The court held that the record did not establish an enforceable agreement sufficiently definite and complete to support specific performance or breach-of-contract relief, citing Florida's statute of frauds and related contract principles.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Lindsey; Lobree; Gooden
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 1, 2026
DOCKET	3D24-0148
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment entered after an eight-day bench trial, rejecting claims for specific performance and breach of contract. The appellant limited its appellate challenge to those two counts.
PRECEDENTIAL VALUE	published
PARTIES	Sandalwood 7160 LLC v. Gonzalo J. Estevez, Neivis J. Estevez, Gonzalo B. Estevez

TOPICS

- contract formation
- specific performance
- breach of contract
- statute of frauds
- appellate procedure

PRACTICE AREAS

- Contracts
- Real Estate
- Remedies
- Appellate Procedure

QUESTIONS PRESENTED

- Whether Sandalwood established an enforceable contract for the purchase and sale of all four properties sufficient to support specific performance.

2. Whether Sandalwood was entitled to recover for breach of contract based on the alleged agreement.

HOLDINGS

1. A court may grant specific performance only when the parties entered into an agreement that is definite, certain, and complete in all essential terms; the judgment rejecting Sandalwood's specific-performance claim was affirmed.
2. The final judgment rejecting Sandalwood's breach-of-contract claim was affirmed because Sandalwood did not establish a binding, enforceable agreement covering the sale of all four properties.

KEY QUOTATIONS

“No action shall be brought . . . to charge any person . . . upon any contract for the sale of lands, . . . unless the agreement or promise upon which such action shall be brought, or some note or memorandum thereof shall be in writing and signed by the party to be charged therewith or by some other person by her or him thereunto lawfully authorized.” (3)

“In order for a court to grant specific performance, the parties must have entered into an agreement that is definite, certain, and complete in all of its essential terms.” (3)

“It is well established that a meeting of the minds of the parties on all essential elements is a prerequisite to the existence of an enforceable contract, and where it appears that the parties are continuing to negotiate as to essential terms of an agreement, there can be no meeting of the minds.” (3)

“The rule is generally recognized that for the parties to have a contract, there must be reciprocal assent to certain and definite propositions.” (3)

FACTUAL BACKGROUND

The Estevez family sought to sell four properties with the assistance of a broker, and Sandalwood, through its predecessor-in-interest, sought to purchase them. The initial contract and a later addendum were signed only by Gonzalo J. Estevez and Neivis J. Estevez, while a subsequent addendum with revised terms was signed by Gonzalo B. Estevez and Neivis J. Estevez but not by Sandalwood. After an inspection disclosed municipal violations and liens, negotiations continued; Sandalwood rejected the new terms, attempted to enforce the initial contract, placed money in escrow, and signed closing paperwork, but the Estevezes refused to proceed and directed that the escrowed funds be returned.

PROCEDURAL HISTORY

Sandalwood sued Gonzalo J. Estevez and Neivis J. Estevez for breach of contract and specific performance after the proposed sale of four properties collapsed. It amended the complaint to add Gonzalo B. Estevez and claims for reformation and fraud, as well as breach of the implied covenant of good faith and fair dealing against the children. Following an eight-day bench trial, the circuit court entered final judgment for the Estevezes. The Third District affirmed in all respects.

DISPOSITION

affirmed

CASES CITED

- Muniz v. Crystal Lake Project, LLC, 947 So. 2d 464, 469 (Fla. 3d DCA 2006)
- Greater N.Y. Corp. v. Cenvill Miami Beach Corp., 620 So. 2d 1068, 1070 (Fla. 3d DCA 1993)
- Truly Nolen, Inc. v. Atlas Moving & Storage Warehouses, Inc., 125 So. 2d 903, 905 (Fla. 3d DCA 1961)
- Gonzalez v. Barrenechea, 170 So. 3d 13, 16 (Fla. 3d DCA 2015)
- Regions Bank v. Maroone Chevrolet, L.L.C., 118 So. 3d 251, 257 (Fla. 2013)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed April 1, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-0148 Lower Tribunal No. 18-22716-CA-01 _____ Sandalwood 7160 LLC, Appellant, vs. Gonzalo J. Estevez, et al., Appellees. An Appeal from the Circuit Court for Miami-Dade County, Maria de Jesus Santovenia, Judge.

South Florida Appeals, P.A., and Wm. Allen Bonner, for appellant. Marcus Law Center, LLC, and Nicholas M. Vicente, and Alan K. Marcus, for appellees. Before LINDSEY, LOBREE and GOODEN, JJ. PER CURIAM. This case centers on the failed sale of four properties owned by the Estevez family. Appellees Gonzalo J. Estevez and Neivis J. Estevez owned one parcel, while their father, Appellee Gonzalo B. Estevez, owned the remaining three.

With the assistance of a broker, the Estevezes sought to sell these properties. Appellant Sandalwood 7160, LLC, through its predecessor-in-interest, came forward as the buyer. The transaction was plagued by inconsistent execution.

The initial contract included the names and signature lines for only two owners. So Gonzalo J. Estevez and Neivis J. Estevez signed the agreement. An addendum was later executed, again only signed by Gonzalo J. Estevez and Neivis J. Estevez. An inspection revealed numerous issues, including municipal violations and liens. Sandalwood demanded the defects be cured.

This prompted a new round of negotiations. A second addendum with revised terms was proposed. This addendum was signed by Gonzalo B. Estevez and Neivis J. Estevez, but it was never executed by Sandalwood. Despite further negotiations, Sandalwood rejected any new terms and attempted to force a closing of the initial contract. Sandalwood followed through by signing the paperwork and placing monies into escrow.

The Estevezes refused to proceed, informing Sandalwood that the deal was off and directing that the escrowed funds be returned. 2 Following the collapse of the sale, Sandalwood initiated

litigation against Gonzalo J. Estevez and Neivis J. Estevez for breach of contract and specific performance.

The defendants maintained that the contract was invalid due to the absence of their father's signature. In response, Sandalwood amended its complaint to include Gonzalo B. Estevez as a defendant and added claims for reformation and fraud against all three parties. Additionally, Sandalwood asserted claims for breach of contract and breach of the implied covenant of good faith and fair dealing against the children.

Central to Sandalwood's position is the contention that a binding agreement for the purchase and sale of all four properties exists. After an eight-day bench trial, the court issued a comprehensive, thirty- eight page order analyzing each cause of action. Ultimately, it entered final judgment against Sandalwood and in favor of the Estevezes. Sandalwood now appeals this final judgment, though it has narrowed the scope of its challenge to only two counts: specific performance and breach of contract.

Having thoroughly reviewed the record, trial transcripts, and arguments of the parties, we affirm in all respects. See § 725.01, Fla. Stat. (2023) ("No action shall be brought... to charge any person... upon any contract for the sale of lands,... unless the agreement or promise upon which such action shall be brought, or some note or memorandum thereof shall be in 3 writing and signed by the party to be charged therewith or by some other person by her or him thereunto lawfully authorized."); *Muniz v. Crystal Lake Project, LLC*, 947 So.

2d 464, 469 (Fla. 3d DCA 2006) ("In order for a court to grant specific performance, the parties must have entered into an agreement that is definite, certain, and complete in all of its essential terms."); *Greater N.Y. Corp. v. Cenvill Miami Beach Corp.*, 620 So. 2d 1068, 1070 (Fla. 3d DCA 1993) ("It is well established that a meeting of the minds of the parties on all essential elements is a prerequisite to the existence of an enforceable contract, and where it appears that the parties are continuing to negotiate as to essential terms of an agreement, there can be no meeting of the minds."); *Truly Nolen, Inc. v. Atlas Moving & Storage Warehouses, Inc.*, 125 So.

2d 903, 905 (Fla. 3d DCA 1961) ("The rule is generally recognized that for the parties to have a contract, there must be reciprocal assent to certain and definite propositions."); *Gonzalez v. Barrenechea*, 170 So. 3d 13, 16 (Fla. 3d DCA 2015) ("Under Florida law, 'the plaintiff must present evidence regarding a reasonable certainty as to its amount of damages, and a plaintiff's claim cannot be based upon speculation or guesswork.'") (citing *Regions Bank v. Maroone Chevrolet, L.L.C.*, 118 So.

3d 251, 257 (Fla. 3d DCA 2013)). Affirmed. 4

