

MEMORANDUM

Agenda Item No. 5(C)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Purchase and Sale Agreement between Miami-Dade County (County), as buyer, and Girl Scouts Council of Tropical Florida, Inc. (Girl Scouts), as Seller for the purchase of approximately 20.2 acres of land partially improved with a camp and supporting facilities known as Camp Choe located at 11300 SW 158 St. and 11300 SW 160 St., Unincorporated Miami-Dade County ("Property"), including approximately 14.0 acres which are designated Natural Forest Community for a purchase price of \$2,500,000.00, and authorizing the expenditure of up to \$200,000.00 for closing costs to be funded with Open Space Park Impact Fees and the Miami-Dade County Tree Trust Fund; further approving as part of the purchase that the Girl Scouts retain a leasehold interest for approximately 2,077 square feet of space within an on-site administrative building on the property for a period of 20 years, to be memorialized per the terms of a lease between the County (as Lessor) and the Girl Scouts (as Lessee); authorizing the disbursement of up to \$270,000.00 from the Tree Trust Fund; establishing as County policy the approved uses of the property; approving, after a public hearing, the naming of the property as "Camp Choe"; authorizing the County Mayor to execute the purchase and sale agreement and the Lease, to exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase, lease and accept conveyance of property by General Warranty Deed

Resolution No. R-749-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Date: September 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Authorizing the Purchase of an approximate 20.2-acre property known as Camp Choeë including Land and Buildings, and the Leaseback of approximately 2,077 Sq. Ft. within an on-site Administrative Building to the Girl Scout Council of Tropical Florida, Inc., Located at 11300 SW 158 Street and 11300 SW 162 Street, Unincorporated Miami-Dade County
Folio Numbers: 30-5030-000-0091 and 30-5030-000-0030

Summary

This is for the purchase of approximately 20.2 acres of land known as “Camp Choeë” from the Girl Scout Council of Tropical Florida, Inc. (“Girl Scouts”) for \$2,500,000, plus up to \$200,000 in closing costs for a total acquisition cost of up to \$2,700,000. The acquisition is to be managed by the Internal Services Department (“ISD”) on behalf of the Parks, Recreation and Open Spaces Department (“PROS”) and the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”). The Girl Scouts are consolidating their footprint in the region and their intent to sell this asset provides a unique opportunity for the County to purchase approximately 20.2 acres of land in a built-out suburban area for public park and conservation purposes..

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the acquisition of approximately 20.2 acres of land, partially improved with camp and supporting facilities, including approximately 14 acres of which are designated Natural Forest Community (NFC). The acquisition is to be effectuated per the terms of a Purchase and Sale Agreement (PSA) between Miami-Dade County (County), as Buyer, and the Girl Scouts, as Seller. The resolution further authorizes as part of the acquisition for the Girl Scouts to retain a leasehold interest for approximately 2,077 square feet of space within an on-site administrative building for a period of twenty (20) years, to be memorialized in a formal Lease between the County, as Lessor, and the Girl Scouts, as Lessee. More specifically, the resolution does the following:

- Authorizes the acquisition of approximately 20.2 acres of land located at 11300 SW 158 Street and 11300 SW 162 Street (30-5030-000-0091 and 30-5030-000-0030, Exhibit “A”), said acreage which includes approximately 6 acres with camp improvements and supporting facilities in poor to average condition and approximately 14 acres of NFC-designated lands;
- Authorizes the County Mayor or County Mayor’s designee to execute a PSA in the amount of \$2,500,000 (Attachment 1 to the Resolution);
- Authorizes the County Mayor or County Mayor’s designee to accept the conveyance by General Warranty Deed (Attachment 2 to the Resolution), which will designate the name of the property as Camp Choeë in perpetuity, to record the instrument of conveyance in the public records of Miami-Dade County, and to exercise any and all other rights set forth in the PSA;
- Authorizes the County Mayor or County Mayor’s Designee to execute a Lease between the County, as Lessor, and the Girl Scouts, as Lessee, for approximately 2,077 square feet plus shared use of common areas in an approximate 5,107-square-foot administrative office building on site, as a condition of the PSA. The Lease will be executed contemporaneously with the closing of the PSA;

- Directs the County Mayor or County Mayor’s Designee to manage the approximately 14-acre NFC area as shown on Attachment 3 to the Resolution for the paramount purpose of preservation and protection of the natural resources, including the pine rockland habitat, with such management to be conducted by DERM, or through such other staff as directed by the County Mayor;
- Directs the County Mayor or County Mayor’s Designee to manage the approximately 6-acre area for the purpose of a County Park as shown on Attachment 3 to the Resolution, with such management to be conducted by PROS, or through such other staff as directed by the County Mayor; and
- Authorizes the disbursement of up to \$270,000 from the Miami-Dade County Tree Trust Fund (Tree Trust Fund), pursuant to section 24-39 of the Code, with respect to the acquisition of NFC.

Scope

The Property is located in Commission District 9, which is represented by Commissioner Kionne L. McGhee.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$2,700,000 which includes \$2,500,000 for the purchase of the Property, and approximately \$200,000 for closing costs. The acquisition costs will be shared between PROS and RER.

- PROS’ portion will include \$2,250,000 of the purchase price and up to \$180,000 in closing costs (90 percent of the total) to be funded from Open Space Park Impact Fees collected in Park Benefit District 2 as managed by PROS consistent with Chapter 33H of the Code of Miami-Dade County.
- RER’s portion will include \$250,000 of the purchase price and up to \$20,000 in closing costs (10 percent of the total) to be funded from the Tree Trust Fund. The available unencumbered balance of the Tree Trust Fund specifically earmarked for the acquisition and restoration of pine rocklands in Fund TF110 as of January 31, 2022, was \$2,544,998.63.

In accordance with the requirements set forth in Section 125.355, Florida Statutes, two (2) independent appraisals were procured by the County to determine the fair market value of the property, dated May 2022 (Attachment 4 to the Resolution). The “as is” market value of the property as of May 2022 was estimated at \$2,500,000 (Appraisal 1) and \$2,600,000 (Appraisal 2), with an average of \$2,550,000. The negotiated purchase price of \$2,500,000 is below the average of the two “as is” market value appraisals.

The fiscal impact of sharing the administrative office building between the County and the Girl Scouts (via Lease) is anticipated to be nominal, with rent set at \$1 per year for the first ten (10) years, increasing to a flat, annual rate for years 11 through 20 equal to 70 percent of the market value in the eleventh year. Utilities servicing the administrative building are to be shared on a pro-rata basis between the County and Girl Scouts, and any operational or maintenance expenses above a \$24,000 per year threshold to be paid by the County, are also to be shared with the Girl Scouts on a pro-rata basis, said threshold increasing at a rate of 2 percent per year during the term of the lease.

Track Record/Monitoring

Dawn Soper, Director, P3 and Property Development, of ISD is managing the purchase of this property and will be monitoring same. Alissa Turtletaub, Park Planning Section Supervisor of PROS, is the project manager on behalf of PROS. Michael Spinelli, Senior Manager, DERM, is the project manager on behalf of DERM.

Delegation of Authority

Authorizes the County Mayor or County Mayor’s designee to execute the PSA, to execute the Lease, and to exercise any and all other rights conferred therein, and to take all actions necessary to effectuate these transactions.

Background

The Camp Choe property has a rich and important ecological, recreational and civic purpose, dating as far back as 1897 when the United States of America, through then President Grover Cleveland, granted the wife and surviving children of Dr. Henry Perrine title to over 20,000 acres of land in southeast Florida in recognition of Dr. Perrine’s work as a pioneer botanist in the introduction and cultivation of 200 species and varieties of useful tropical plants.

The Girl Scouts purchased the entire 20.2-acre site between 1955 and 1956, and over time added camp facilities throughout the acreage including cabins, multi-purpose recreational buildings, a pool, a bath house, and an administrative office building. This purchase by the Girl Scouts also included a globally-imperiled pine rockland community that is still in existence today at Camp Choe.

Camp Choe has served as a troop camp, day camp, and center of community activities over the years. Today, however, as part of their financial stewardship, the Girl Scouts are seeking to consolidate their footprint where possible and have offered the sale of the property to Miami-Dade County. For their organization, the sale of Camp Choe to Miami-Dade County provides an opportunity to ensure the property will be used for public purposes as described in more detail herein, to enhance the community, in a manner that is in alignment with the mission of the Girl Scouts and, just as importantly, assuring the name of Camp Choe will be protected in perpetuity.

In 1984, the Board recognized this unique community by designating approximately 14 acres as NFC, through Resolution No. R-1976-84. Subsequently, in 1989, the Board approved Ordinance 89-9 that established the Tree Trust Fund in 1989 for the purposes of acquiring, protecting and maintaining natural forest communities and planting trees on public property. Since then, DERM has been administering the Tree Trust Fund and managing the funding of multiple acquisition, restoration, management and tree planting projects, per the provisions in section 24-39 of the Code related to the Tree Trust Fund. The proposed disbursement of up to \$270,000 from the Tree Trust Fund, to be used towards the acquisition of the approximately 14 acres of NFC, is consistent with the allowable uses of such funds pursuant to section 24-39. In addition, the Division of Environmental Resources Management (DERM) has recommended that such funds be disbursed from the Tree Trust Fund for this acquisition, and as required under section 24-39, DERM’s recommendation has been considered as part of this memorandum and is attached hereto as Exhibit “B”.

For Miami-Dade County, the opportunity to purchase over twenty (20) acres of land in a fully built-out suburban area is rare, and it is strongly recommended that the Board approve this purchase of property. Once acquired, PROS will engage in the park planning process with respect to the approximately 6 acre portion that is to be managed as a County park, and such process will include public engagement, to develop the general plan for the property including, but not limited to, the intended program for the site, as well as identification of which structures are to be repaired, renovated, demolished or newly constructed. PROS will coordinate with OMB for capital improvement funding once the general plan is established along with estimated costs for development. With respect to the approximately 14 acres of NFC that is to be

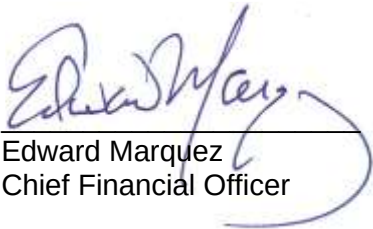
Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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managed for preservation, DERM will prepare and implement a management plan to maintain and restore the NFC by removing the prohibited and nuisance species and providing long-term management of the native community.

Consistent with its standard practice, the PSA provides for the due diligence necessary to protect the public's interest in the purchase, including receiving insurable and marketable title, a survey, and final inspection provisions. The environmental due diligence including a Phase I and Phase II has been completed, for which a "No Further Action Letter" was issued by the Miami-Dade Department of Regulatory and Economic Resources, Department of Environmental Resource Management (RER-DERM) on November 30, 2020, based upon RER-DERM'S review of same. (This approval was part of RER-DERM's regulatory practice and not related to their separate interest in purchasing the property in an arm's length transaction). Approval of a Governmental Facility Hearing by the Board pursuant to Section 33.303 (b) of the Code of Miami-Dade County is not required.

The purchase of the Camp Choe property, leaseback of a designated area of the administrative office building to the Girl Scouts and preserving of the name "Camp Choe" in perpetuity recognizes the strengths and purpose of both Girl Scouts and Miami-Dade County.

Attachments



Edward Marquez
Chief Financial Officer

EXHIBIT A: PROPERTY APPRAISER RECORD**FOLIO #1 OF 2****OFFICE OF THE PROPERTY APPRAISER****Summary Report**

Generated On : 5/5/2022

Property Information	
Folio:	30-5030-000-0091
Property Address:	11300 SW 158 ST Miami, FL 33157-0000
Owner	GIRL SCOUT COUNCIL OF TROPICAL FLA INC
Mailing Address	11347 SW 160 ST MIAMI, FL 33157-2703
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	7742 BENEVOLENT - EXEMPT : CLUB OR HALL - PRIVATE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,989 Sq.Ft
Lot Size	430,808.4 Sq.Ft
Year Built	1962

Assessment Information			
Year	2021	2020	2019
Land Value	\$498,280	\$498,280	\$498,280
Building Value	\$55,208	\$55,208	\$52,897
XF Value	\$0	\$0	\$0
Market Value	\$551,488	\$551,488	\$548,977
Assessed Value	\$551,488	\$551,488	\$548,977

Benefits Information				
Benefit	Type	2021	2020	2019
Fraternal	Exemption	\$551,488	\$551,488	\$548,977

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

Short Legal Description
30-55-40 9.89 AC SW1/4 OF SE1/4 OF NW1/4 LESS S35FT OF E140FT FOR RD LOT SIZE IRREGULAR OR 9288 1162



Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$551,488	\$551,488	\$548,977
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$551,488	\$551,488	\$548,977
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$551,488	\$551,488	\$548,977
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/1978	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

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>

Version:

EXHIBIT A: PROPERTY APPRAISER RECORD**FOLIO #2 OF 2****OFFICE OF THE PROPERTY APPRAISER****Summary Report**

Generated On : 5/5/2022

Property Information	
Folio:	30-5030-000-0030
Property Address:	11300 SW 162 ST Miami, FL 33157-4283
Owner	GIRL SCOUT COUNCIL OF TROPICAL FLA INC
Mailing Address	11347 SW 160 ST MIAMI, FL 33157-2703
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	7742 BENEVOLENT - EXEMPT : CLUB OR HALL - PRIVATE
Beds / Baths / Half	3 / 1 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	7,000 Sq.Ft
Lot Size	430,808.4 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$504,280	\$504,280	\$504,280
Building Value	\$344,334	\$348,793	\$337,190
XF Value	\$61,477	\$62,304	\$63,127
Market Value	\$910,091	\$915,377	\$904,597
Assessed Value	\$910,091	\$915,377	\$904,597

Benefits Information				
Benefit	Type	2021	2020	2019
Fraternal	Exemption	\$910,091	\$915,377	\$904,597

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

Short Legal Description	
30-55-40 9.89 AC NW1/4 OF NE1/4 OF SW1/4 LESS N & LESS N35FT OF E140FT FOR RD LOT SIZE IRREGULAR	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$910,091	\$915,377	\$904,597
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$910,091	\$915,377	\$904,597
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$910,091	\$915,377	\$904,597
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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

Memorandum



Date: June 28, 2022

To: Lourdes M. Gomez, Director
Department of Regulatory and Economic Resources

A handwritten signature in blue ink, appearing to read "L. Gomez", written over a horizontal line.

From: Rashid Z. Istambouli, P.E.
Interim Assistant Director, Environmental Resources Management
Department of Regulatory and Economic Resources

A handwritten signature in blue ink, appearing to read "R. Istambouli", written over a horizontal line.

Subject: Resolution Authorizing the Purchase of an approximate 20.2-acre property known as Camp Choeë including Land and Buildings, and the Leaseback of approximately 2,077 Sq. Ft. within an on-site Administrative Building to the Girl Scout Council of Tropical Florida, Inc., Located at 11300 SW 158 Street and 11300 SW 162 Street, Unincorporated Miami-Dade County
Folio Numbers: 30-5030-000-0091 and 30-5030-000-0030

Pursuant to Section 24-39 of the Code of Miami-Dade County (Code), I am recommending the disbursement of up to \$270,000.00 from the Miami-Dade County Tree Trust Fund for the acquisition of approximately 14 acres of Natural Forest Community (NFC) on the Girl Scout Council of Tropical Florida property known as Camp Choeë.

Section 24-39 of the Code allows for money from the Tree Trust Fund to be used for the acquisition, maintenance, management and protection of natural forest communities, or for planting trees on public property.

The Camp Choeë contains a privately owned natural area that was designated an NFC, through Board Resolution No. R-1976-84. Proceeds from the Tree Trust Fund will be used to acquire the NFC for the paramount purpose of preservation and protection of the natural resources, including the pine rockland habitat, with such management to be conducted by DERM.

Therefore, the proposed use of the requested funds from the Tree Trust Fund is appropriate and in accordance with the provisions of Section 24-39(3) of the Code of Miami-Dade County.

There are sufficient unencumbered funds currently available in the Tree Trust Fund to fulfill this request.

If you have any questions concerning this item, please contact me at Rashid.Istambouli@miamidade.gov.



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(C)

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 ____, 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) ____, or 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 _____

Agenda Item No. 5(C)
9-1-22

RESOLUTION NO. _____ R-749-22

RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN MIAMI-DADE COUNTY (COUNTY), AS BUYER, AND GIRL SCOUTS COUNCIL OF TROPICAL FLORIDA, INC. (GIRL SCOUTS), AS SELLER FOR THE PURCHASE OF APPROXIMATELY 20.2 ACRES OF LAND PARTIALLY IMPROVED WITH A CAMP AND SUPPORTING FACILITIES KNOWN AS CAMP CHOE located AT 11300 SW 158 ST. AND 11300 SW 160 ST., UNINCORPORATED MIAMI-DADE COUNTY ("PROPERTY"), INCLUDING APPROXIMATELY 14.0 ACRES WHICH ARE DESIGNATED NATURAL FOREST COMMUNITY FOR A PURCHASE PRICE OF \$2,500,000.00, AND AUTHORIZING THE EXPENDITURE OF UP TO \$200,000.00 FOR CLOSING COSTS TO BE FUNDED WITH OPEN SPACE PARK IMPACT FEES AND THE MIAMI-DADE COUNTY TREE TRUST FUND; FURTHER APPROVING AS PART OF THE PURCHASE THAT THE GIRL SCOUTS RETAIN A LEASEHOLD INTEREST FOR APPROXIMATELY 2,077 SQUARE FEET OF SPACE WITHIN AN ON-SITE ADMINISTRATIVE BUILDING ON THE PROPERTY FOR A PERIOD OF 20 YEARS, TO BE MEMORIALIZED PER THE TERMS OF A LEASE BETWEEN THE COUNTY (AS LESSOR) AND THE GIRL SCOUTS (AS LESSEE); AUTHORIZING THE DISBURSEMENT OF UP TO \$270,000.00 FROM THE TREE TRUST FUND; ESTABLISHING AS COUNTY POLICY THE APPROVED USES OF THE PROPERTY; APPROVING, AFTER A PUBLIC HEARING, THE NAMING OF THE PROPERTY AS "CAMP CHOE"; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND THE LEASE, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE, LEASE AND ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying 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 this Board:

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Approves the Purchase and Sale Agreement (“PSA”) between Girl Scout Council of Tropical Florida, Inc. (“Girl Scouts”), a Florida not-for-profit corporation, as Seller, and the County, as Buyer, for approximately 20.2 acres of land partially improved with a camp and supporting facilities, including approximately 14.0 acres of which are designated Natural Forest Community (“NFC”), located at 11300 SW 158 St. and 11300 SW 162 St., Unincorporated Miami-Dade County, Florida (the “Property”), in substantially the form attached hereto as Attachment 1 to the Resolution, in the amount of \$2,500,000.00, and an additional expenditure of up to \$200,000.00 for closing costs, of which \$2,250,000.00 of the purchase price and up to \$180,000.00 in closing costs (90 percent of the total) will be funded with Open Space Park Impact Fees collected in Park Benefit District 2 and \$250,000.00 of the purchase price and up to \$20,000.00 in closing costs (10 percent of the total) will be funded from the Miami-Dade County Tree Trust Fund.

Section 3. Having considered the matter at public hearing, approves the naming of the property described in the PSA “Camp Choe”.

Section 4. Approves, as part of the PSA, that the Girl Scouts retain a leasehold interest for approximately 2,077 square feet of space within an on-site administrative building for a period of 20 years, to be memorialized per the terms of the Lease, attached as Exhibit C to the PSA, between the County (as Lessor) and the Girl Scouts (as Lessee), at \$1.00 per year for the first 10 years and a flat, annual rate for years 11 through 20 equal to 70 percent of the market value in the eleventh year.

Section 5. Authorizes the County Mayor or County Mayor's designee to execute the PSA and Lease on behalf of the County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase and lease, and to accept conveyance of said Property by General Warranty Deed substantially in the form attached hereto as Attachment 2 to the Resolution.

Section 6. In order to further the preservation of the approximately 14-acre area which was designated by this Board in 1984 as NFC pursuant to Resolution No. R-1764-84, it shall be the policy of this Board that:

- a) The County Mayor or County Mayor's designee is hereby directed to manage the approximately 14-acre NFC area, as shown more specifically on the map attached as Attachment 3 to the Resolution, for the paramount purpose of preservation and protection of the natural resources, including the pine rockland habitat, and such management shall be conducted through the Division of Environmental Resources Management or through such other staff as directed by the County Mayor.
- b) The County Mayor or County Mayor's designee is hereby directed to manage the approximately 6-acre Park portion of the property, as shown more specifically on the map attached as Attachment 3 to the Resolution, as a County park for public park and recreational purposes, and such management shall be conducted through the Parks Recreation and Open Space Department, or through such other staff as directed by the County Mayor.

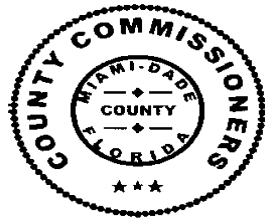
Section 7. This Board, having considered all the applicable factors contained within section 24-39 of the Code of Miami-Dade County, authorizes the disbursement of up to \$270,000.00 from the Miami-Dade County Tree Trust Fund for the purposes described herein with respect to the acquisition of Natural Forest Communities.

Section 8. Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor’s designee shall record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida and shall provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and the Clerk of the Board shall attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye
	Oliver G. Gilbert, III, Vice-Chairman	aye
Sen. René García	absent	Keon Hardemon aye
Sally A. Heyman	aye	Danielle Cohen Higgins aye
Eileen Higgins	aye	Joe A. Martinez absent
Kionne L. McGhee	aye	Jean Monestime aye
Raquel A. Regalado	aye	Rebeca Sosa aye
Sen. Javier D. Souto	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. 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

HARVEY RUVIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

Attachment 1

CONTRACT FOR SALE AND PURCHASE

Project: Camp Choe Acquisition

Folio No.: 30-5030-000-0091 and 30-5030-000-0030

This Contract for Sale and Purchase ("Contract") is entered into as of the _____ day of _____, 20__ by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, 21st Floor, Miami, Florida 33128, and **GIRL SCOUT COUNCIL OF TROPICAL FLORIDA, INC.**, a Florida not-for-profit corporation, ("Seller") whose address is 11347 SW 160 Street, Miami, Florida 33157.

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, and its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in **Exhibit "A"** attached hereto together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said 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 as same may apply to and benefit the Real Property, if any (collectively, the "Real Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$2,500,000.00 (Two Million Five Hundred Thousand and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price is predicated on a site area of 880,726 square feet or 20.22 acres more or less, exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at Closing shall be subject to other adjustments and prorations provided for herein and will be paid at Closing as specified in Article 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agree to convey good, marketable and insurable title by General Warranty Deed, such deed shall contain a restriction requiring the property be referred to as "CAMP CHOE" in substantially the form of **Exhibit "B"** 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. Seller, classified a "7742 BENEVOLENT-EXEMPT" organization is likewise not subject to Ad Valorem taxes. Seller shall be fully responsible for any ad valorem tax obligation up until the date of Closing, and Buyer shall be fully responsible for any

ad valorem tax obligation on the date of Closing and thereafter, such responsibility to include any actions required to cure or otherwise resolve ad valorem tax claims, as applicable.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days after the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer'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. In addition, the policy shall insure title to the Real Property for the period between Closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. If the title commitment shows title to the Real Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with Closing at Buyer's option.

6. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer has completed its inspections and is satisfied regarding the environmental/hazardous material condition of the property. Buyer shall have a period of thirty (30) days after the Effective Date of this contract to inspect the property for any and all defects in the property.

The foregoing time period for inspection shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Real Property, including Environmental Conditions requiring costs to cure, which Buyer is unable or unwilling to accept, or which are unable to be cured, Buyer may elect to terminate this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, 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. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is unwilling or unable to repair such defects to Buyer's satisfaction, Buyer may waive all 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) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

7. SURVEY. Buyer, at Buyer's sole cost and expense, has obtained a certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida, certified to the Buyer and the Title Company. For title insurance purposes, the survey shall be updated and certified within the sixty (60) day period preceding the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon (the net acreage). If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the

same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. **RIGHT TO ENTER REAL PROPERTY.** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. **TENANCIES.** Seller further warrants and represents that Seller and its staff occupy the property for purposes related to its day-to-day business to include providing service to patrons of Seller during traditional business hours. Seller further warrants that no other person other than an on-site property manager who shall vacate before Closing, or agency is occupying the Real Property (or any portion thereof), nor does Seller otherwise permit the use or occupancy of the Real Property (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, government unit, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Real Property; (ii) Seller shall not permit the use or occupancy of any portion of the Real Property subsequent to the date of Seller execution of this Contract other than by Seller in its ordinary course of business and the on-site property manager; (iii) 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 Real Property or any portion thereof that is contrary to the representations in this paragraph. Notwithstanding the foregoing, the Seller shall retain a leasehold interest to continue to occupy approximately 2,077 usable square feet of the administrative service center office building in accordance with the terms and conditions of the lease provisions referred to in Paragraph 13 herein. This paragraph survives the Closing of this Contract.

10. **PRORATIONS:** The parties herein agree all expenses for electricity, water, sewer, waste collection, and personal property taxes, if any, shall be prorated to the day prior to Closing.

11. **LIENS.** All liens of record, including certified municipal and county liens, as well as 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 Real 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, such lien shall be paid by the Seller.

12. **CLOSING.** The Closing of this transaction shall be completed within the latter of a) thirty (30) days from the Effective Date of this contract or b) fifteen (15) days from the end of the Inspection Period, unless otherwise extended as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of Closing shall be set by Buyer

and Seller.

13. LEASE. As a condition of this Contract, Seller hereby retains a leasehold interest to a portion of the Real Property improvements within the existing administrative service center office building (Lease Improvements) for day-to-day business use by Seller after Closing, the further identification and use to be controlled by the terms, conditions, and obligations of each party as set forth in a Real Property Lease substantially in the form attached hereto as **Exhibit "C"** (the Lease). Seller agrees that the terms, conditions, and obligations set forth in the Lease are those which the Seller has negotiated in good faith. Both parties agree that the Lease is to be exercised at the sole option of the Seller, and if so exercised, the execution of the Lease shall be simultaneous to the Closing of this Contract. Seller shall advise Buyer in writing no later than the Closing date of this Contract of any election not to exercise its right to lease, and in such event, such right shall expire upon the Closing of this Contract and the conveyance of the Real Property to Buyer. The Seller's decision to not exercise its right to lease will have no impact on the other terms or obligations of this Contract.

Notwithstanding anything to the contrary, the County makes no warranty or guarantee as to the habitability of the Lease Improvements and surrounding site including parking, and Buyer's promise is made on the premise that the Lease Improvements are in safe and occupiable condition as disclosed in Section 23 herein. Buyer and Seller agree that any current or future interior modifications to the Lease Improvements or site immediately thereunder required for safety and occupancy for the benefit of the Seller will be at the sole risk and expense of Seller.

This paragraph survives the Closing of this Contract.

14. CONDITION PRECEDENT TO CLOSING. Buyer and Seller mutually agree that as a condition precedent to Closing the Buyer shall, as part of its approval by the Miami-Dade County Board of County Commissioners, agree to use the name "Camp Choe" for the Real Property in perpetuity. If Buyer is unable to provide such agreement by its Board, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Seller may waive such condition precedent and proceed with Closing at Seller's option. Seller shall remove any and all donor recognition items currently on the property, including but not limited to, plaques, bricks, and rocks prior to Closing.

15. 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 contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

16. BROKERS. No brokers have been involved in this real property transaction. Seller and Buyer shall each hold the other 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 paragraph survives the termination of this Contract and the Closing.

17. EXPENSES. Seller shall be responsible for recording fees on the General Warranty

Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

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

19. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

20. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer. The Seller shall retain copy(ies) of keys to the Lease Improvements for use by Seller in accordance with the Lease terms outlined in this Agreement, at Closing.

21. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with Closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

22. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

23. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

24. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

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. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

27. 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.

28. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

29. 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.

30. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by (i.) the Miami-Dade County Board of County Commissioners ("Board"); and (ii) Board approval of a Governmental Facility Hearing pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

31. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer:

Dawn M. Soper, Director, P3 & Property Development
Miami-Dade County-Internal Services Department
111 NW 1st Street, 21st Floor
Miami, Florida 33128
dawn.soper@miamidade.gov

with a copy to:

Melanie J. Spencer, Assistant County Attorney
Miami-Dade County
111 NW 1 St., 28th Floor
Miami, Florida 33128
melanie.spencer@miamidade.gov

as to Seller:

Chelsea Wilkerson and
Jenny Arias May
Girl Scout Council of Tropical Florida, Inc.
11347 SW 160 Street

Miami, FL 33157
cwilkerson@girlscoutsfl.org
miamiurbanproperties@gmail.com

with a Copy to: Kenneth G. Lancaster, Esq.
Ken Lancaster, P.A.
5975 Sunset Drive, Suite 602
South Miami, FL 33143
kgl@kglmiamilaw.com

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

BUYER:
MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or Mayor's Designee

Date: _____

SELLER:
GIRL SCOUT COUNCIL OF
TROPICAL FLORIDA, INC.

Melba Costas
Witness
Melba Costas
Print

By: Chelsea Wilkerson
Chelsea Wilkerson, CEO

Date: 6/9/2022

Mary Prats
Witness
Mary Prats
Print

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 9th day of June, 2022 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Chelsea Wilkerson, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 9th day of June, 2022



DAWN MCKENZIE
Commission # HH 090643
Expires March 20, 2025
Bonded Thru Budget Notary Services

Dawn McKenzie (SEAL)
Notary Public

Dawn McKenzie
Print Name
Notary Public, State of Florida
My Commission expires 3/20/2025

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida on the _____ Day of _____ 20 _____

Exhibit A

LEGAL DESCRIPTION

THE SW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE S35
FT THEREOF FOR ROAD

AND

THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE
EAST 145 FEET OF THE NORTH 35 FEET THEREOF FOR
ROAD

Containing 880,726 Square Feet, or 20.219 Acres, More or Less

Exhibit B

GENERAL WARRANTY DEED

This General Warranty Deed made this _____ day of _____, 20____, between **GIRL SCOUT COUNCIL OF TROPICAL FLORIDA, INC.,**, a Florida not-for-profit corporation, ("**Grantor**") whose post office address is 11347 SW 160 Street, Miami, Florida 33157, 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 County Parks, Recreation and Open Spaces Department whose address is Director's Office, 275 NW 2 Street, Miami, Florida, 33128 ("**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 SW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE S35
FT THEREOF FOR ROAD

AND

THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE
EAST 145 FEET OF THE NORTH 35 FEET THEREOF FOR
ROAD

THE NAME of the Property described in this General Warranty Deed shall be "CAMP CHOEE" and shall be referred to as such in perpetuity.

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 singular 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.

[BALANCE OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the said **Grantor** has herewith caused this Warranty Deed to be executed the day and year first written above.

GRANTOR:

**GIRL SCOUT COUNCIL OF
TROPICAL FLORIDA, a Florida
not-for-profit corporation**

Signed, sealed and delivered in the
presence of:

Witness Signature
Print Name: _____

By: _____
Name: _____
Title: _____

Witness Signature
Print Name: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing was acknowledged (____) in my presence or (____) by online this ____ day of _____, 2022, by _____, as the _____ of Girl Scout Council of Tropical Florida, a Florida not-for-profit corporation, on behalf of the corporation. Such person is (____) personally known to me or (____) produced the following identification: _____.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____
Commission/Serial No. _____

Approved for Legal Sufficiency:

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida on the _____ Day of _____ 20 _____

Exhibit C

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into and made effective this ____ day of _____, 2021 ("Effective Date"), between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and Girl Scout Council of Tropical Florida, Inc., a Florida not-for-profit corporation ("Tenant"), by which Tenant retains, pursuant to the Contract for Sale and Purchase entered into on _____ 202__, a leasehold interest in the real property consisting of approximately Two Thousand and Seventy-Seven (2,077) square feet ("Leasehold Premises") within the Camp Choe Administrative Building at 11347 SW 160 Street, Miami, Florida 33157, as shown on the attached Exhibit A ("Administrative Building"), within the larger property being identified as Miami-Dade County Property Appraiser Folio Numbers 30-5030-000-0091 and 30-5030-000-0030 ("Park Property"), for a term of twenty (20) years, so long as Tenant, at all times, remains in compliance with this Lease.

PART I BASIC LEASE PROVISIONS

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Girl Scout Council of Tropical Florida, Inc., a Florida not-for-profit corporation.
B. TENANT'S TRADE NAME:	Girl Scout Council of Tropical Florida.
C. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida.
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	Miami-Dade County Parks, Recreation & Open Spaces Department Attn: Director 275 NW 2 Street, 5 th Floor Miami, Florida 33128
E. LEASEHOLD PREMISES, ADDRESS, AND FOLIO NUMBER:	An approximate 2,077 square foot portion of the Camp Choe Administrative Building, plus common areas, located at 11347 SW 160 Street and as identified on Exhibit A (the Real Property), being a part of Miami-Dade County Property Appraiser Folio Number 30-5030-000-0091. In addition to common areas identified on Exhibit A, Tenant (including Tenant's guests) shall have non-exclusive use of up to fifty percent (50%) of the parking spaces of the common lot on an as-needed basis, in addition to any Americans with Disabilities Act ("ADA")-compliant parking spaces. Tenant's Leasehold Premises of 2,077 square feet represent approximately 49 percent of the total building leasable area of 4,215± square feet, said percentage which shall be used to calculate the Tenant contributions towards expense obligations identified herein (Tenant's Pro-Rata Share).
F. MAILING ADDRESS OF TENANT:	Girl Scout Council of Tropical Florida, Inc. 11347 SW 160 Street Miami, Florida 33157
G. LEASE TERM:	The term of this Lease shall be twenty (20) years.
H. EFFECTIVE DATE:	The date upon which this Lease becomes effective (the "Effective Date") shall be on the date last signed by the parties, but in no event prior to the date stamped by the Clerk of the Board of Miami-Dade County, certifying the Mayor or Mayor's designee signature. The effectiveness of this Lease is contingent upon its adoption by the Miami-Dade County Board of County Commissioners as part of Landlord's purchase of the larger Camp Choe property (30-5030-000-0091 and 30-5030-000-0030), unless vetoed by the County Mayor, and if vetoed, no party shall have an obligation to the other for this Lease. The "Expiration Date"

	shall be the date upon which this Lease expires twenty (20) years after the Effective Date.
I. OPTION TO RENEW:	There shall be no option to renew this Lease by either party.
J. ANNUAL RENT:	One Dollar (\$1.00) per year for the first ten (10) years of this Lease. Thereafter, the Annual Base Rent (the “Rent”) shall be fixed for the second ten (10) years of this Lease, at 70 percent of the Market Rent based upon the Real Property’s highest and best use on January 1st of the eleventh (11th) year, to be established by independent real estate appraisal(s) in accordance with Miami-Dade County’s appraisal selection process at such time. The appraisal cost shall be shared equally by the Landlord and Tenant. For purposes herein, Market Rent is defined as “The rental price in cash or its equivalent that the leasehold would have brought on the date of value on the open market, at or near the location of the Real Property under appraisal, assuming reasonable time to find a tenant.” In addition to the Annual Rent, Tenant shall also be responsible for Operating Expenses as described in Section 6 of this Lease and Utilities as described in Section 14 of this Lease.
K. RENT SCHEDULE:	Reserved
L. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Effective Date, and shall be paid annually by Tenant, first on the Effective Date and on each subsequent anniversary of the Effective Date for the first ten years of the Lease then monthly on the first day of each month for the remaining ten-year term of this Lease.
M. FLORIDA SALES TAX:	In accordance with Section 212.031 of the Florida Statutes, Tenant is responsible for any and all applicable sales tax and any applicable discretionary sales surtax for the Leasehold Premises.
N. OPERATING AND MAINTENANCE EXPENSES:	Landlord shall be responsible for the standard operation, repair and maintenance of the building structure including the roof, foundations, and walls; plumbing; electrical panel; and HVAC system of the Administrative Building; and for exterior property and common area maintenance, waste management, pest control, and landscaping. Tenant shall be responsible for all operations, maintenance and repair of all items within the Leasehold Premises including but not limited to janitorial, electrical wiring and replacement of furniture and fixtures and, if HVAC is dedicated to the Leasehold Premises, the maintenance and upkeep of the HVAC system. Any such electrical work shall be performed by a licensed electrician. In the event that the Administrative Building is renovated to include an additional restroom for exclusive use by the Tenant within the Leasehold Premises, the Tenant shall be responsible for maintenance, repair and upkeep of the plumbing and fixtures within the restroom.
O. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER), EMINENT DOMAIN, AND PHYSICAL DETERIORATION:	To the extent major repairs, restoration, or renovations are required that benefit the entire Administrative Building, including but not limited to HVAC, electrical, structural, and plumbing, these costs will be shared by Landlord and Tenant, as described in Section 37 of this Lease. If at any time the building is not occupiable due to safety, structural, or other issues, Landlord shall have the right to elect whether or not corresponding repairs shall be made subject to Section 37 of this Lease. All further governed by Section 37 of this Lease.

P. SECURITY DEPOSIT:	N/A
Q. PERMITTED USE:	Tenant shall use the Leasehold Premises solely for its day-to-day business set forth in Section 7 of this Lease. Subject only to Landlord's approval and in accordance with Miami-Dade County Building and Zoning requirements, Tenant retains the right to erect signage on the exterior of the Leasehold Premises in a location approved by Landlord through its Miami-Dade County Parks, Recreation and Open Spaces Department (the "Department"). It is anticipated that there shall be sufficient signage to properly identify both the entrance to Tenant's offices and the entrance(s) to the Department offices.
R. ACCESS	Tenant shall have access to the demised Leasehold Premises twenty-four (24) hours per day, seven (7) days per week. Tenant is not required to use the Leasehold Premises in excess of normal business hours, 8:00 am- 6:00 pm; however, Landlord shall not deny Tenant the right to access the Leasehold Premises as specified above.
S. UTILITIES:	Separately metered utilities servicing the Leasehold Premises shall be in Tenant's name for which all costs to provide Tenant utility service shall be the sole financial responsibility of Tenant. Utilities servicing the Administrative Building which are not separately metered shall be in the name of the Landlord and paid by Landlord, however reimbursable from Tenant to Landlord at Tenant's Pro-Rata Share, equal to 49 percent of utility service costs.

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through S), along with Exhibit A, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions and the language in the Standard Lease Provisions which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF LEASEHOLD PREMISES: Landlord hereby Leases to Tenant, and Tenant hereby rents from Landlord, the following:

Approximately 2,077 designated square feet of the Camp Choe Administrative Building, being a part, but in no way the entirety, of property located at 11347 SW 160 Street, Miami, Florida, 33157, as depicted on the attached diagram, marked Exhibit "A" which is incorporated herein by reference.

Tenant is fully aware of the size of the Leasehold Premises and has determined that it is sufficiently suited for its intended purposes.

Notwithstanding anything to the contrary contained herein,

the Leasehold Premises has been inspected by Tenant who accepts the Leasehold Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and who understands and agrees that Landlord does not offer any implied or expressed warranties as to the condition of the Leasehold Premises and/or whether it is fit for any particular purpose.

SECTION 2. RENT: An Annual Base Rent (Rent) equal to One Dollar (\$1.00) per year shall be payable by Tenant for the first ten (10) years of this Lease. Thereafter, the Rent shall be fixed for the second ten (10) years of this Lease, at seventy percent (70%) of the Market Rent based upon the Real Property's highest and best use on January 1st of the eleventh (11th) year, to be established by independent real estate appraisal(s) in accordance Miami-Dade County's appraisal selection process at such time (the Appraisal). The appraisal cost shall be shared equally by the Landlord and Tenant

For purposes herein, Market Rent is defined as “The rental price in cash or its equivalent that the leasehold would have brought on the date of value on the open market, at or near the location of the Real Property under appraisal, assuming reasonable time to find a tenant.”

Once such amount is determined by Appraisal, the new Annual Rent shall be paid in twelve (12) equal installments in advance on the first day of each month. All of the foregoing Annual Rent obligations shall be paid by Tenant as outlined in the Basic Lease Provisions above. In addition to the Annual Rent, Tenant shall also be responsible for Operating Expenses as described in Section 6 below and Utilities as described in Section 14 below.

Tenant shall pay any applicable taxes in the nature of sales, rental taxes, real estate use or similar taxes now or hereafter assessed or levied by any appropriate taxing authority upon the payment of the Annual Rent, or other charges, fees, and/or expenses to be paid by Tenant.

At all times after the date hereof, Tenant shall be governed by and subject to all provisions, covenants and conditions of this Lease requiring the payment of Annual Rent and other charges, which shall be paid by Tenant.

Tenant shall pay the initial payment of Annual Rent on the Effective Date. Afterwards, Tenant hereby agrees, for the first ten (10) years of the Lease, that it shall remit the \$1.00 Annual Rent on the anniversary date of the effective date of this Lease and, thereafter, for the second ten (10) years of this Lease, that it shall remit to Landlord all payments for Rent on or before the first day of each month, throughout the term, without demand, at the mailing address of Landlord listed in the Basic Lease Provisions outlined herein on page one (1), or at such other place and to such other person, as Landlord may from time to time designate in writing.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease. Rent, and all other sums payable by Tenant, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or any of the

Leasehold Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate twenty (20) years thereafter (hereinafter “Expiration Date”). After the Effective Date, Landlord shall send Tenant a Letter of Commencement, identifying both the Effective Date, and the Expiration Date of this Lease.

Further, in accordance with Section 41 of this Lease, the parties agree that Tenant shall have the right to terminate this Lease with the provision of thirty (30) days advance written notice from Tenant to Landlord. Any financial obligations due and owed to Landlord by Tenant shall be paid by Tenant prior to the termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

Except as otherwise provided herein, this Lease shall terminate on the Expiration Date without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Leasehold Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Leasehold Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Leasehold Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof subject to the provisions, limits and limitations of Section 768.28, Florida Statutes, as may be amended.

SECTION 4. OPTION TO RENEW: This Lease does not include an Option to Renew.

SECTION 5. HOLDOVER:

If Tenant shall be in possession of the Leasehold Premises after the Expiration Date, then, in accordance with Section 5, Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, except that the Rent shall increase by three (3%) percent, per year from the last amount of the Rent applied under this Lease, and Operating Expenses, if applicable.

In the event Tenant remains in the possession of the Leasehold Premises after the Expiration Date, or the earlier termination

of this Lease, and without Landlord's prior written consent for any renewal of this Lease, Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease except that the Rent shall increase by three percent (3%) per year during the period of such holdover. The parties agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leasehold Premises will be substantial, will exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. Tenant, therefore, acknowledges and hereby agrees that if possession of the Leasehold Premises is not surrendered to Landlord upon the Expiration Date, or earlier termination of this Lease, and if Landlord objects to Tenant being in possession of the Leasehold Premises, then in addition to any rights or remedies Landlord may have under this Lease, or at law, or in equity, Tenant shall pay to Landlord for each month, and for each portion of any month, a sum equal to the market rent at that time, as solely determined by Landlord. Nothing herein shall be deemed to permit Tenant to retain possession of the Leasehold Premises after the Expiration Date, or the earlier termination of this Lease. Further, Tenant also agrees that as a result of any holdover, or possession of the Leasehold Premises after the Expiration Date, Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by Landlord, as a result of Tenant's possession of the Leasehold Premises. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. OPERATING EXPENSES:

Landlord shall be responsible for performing the standard operation, repair and maintenance of the building structure and systems, plumbing, electrical panel and HVAC of the Administrative Building, and for exterior property and common area maintenance, waste, pest control, fire alarm, and landscaping. Tenant shall reimburse Landlord for 49 percent (49 %) of any costs above the Annual Operating Expense Maintenance Threshold. The Annual Operating Expense Maintenance Threshold shall be \$24,000.00 during the first 12 months of the Lease, increasing by 2.0 percent per year for each year of the lease thereafter.

Tenant shall be responsible for all maintenance, janitorial, plumbing, electrical wiring and replacement of furniture and fixtures within the Leasehold Premises and, if HVAC is dedicated to the Leasehold Premises, the maintenance and upkeep of the HVAC system. Any such electrical work shall be performed by a licensed electrician.

For avoidance of doubt, Utilities services are specifically excluded from Operating Expenses and shall be treated as specified in Section 14.

The Parties acknowledge that the property has not yet had its 40-year re-certification as required by Miami-Dade County Building Code (Code) and are unaware of any required improvements or corrections. The Parties agree that any required Code corrections or improvements as a result of a 40-year re-certification shall be treated as Capital Improvements which are not subject to the Annual Operating Expense Maintenance Threshold. Further, Tenant's required reimbursement of forty-nine percent (49%) of the cost may be reduced by the improvement being amortized over its useful life, divided by the balance of the lease term, to be calculated as established in the following example:

Example Calculation of Tenant Contribution Toward Potential 40-Year Capital Improvement Requirement

Assuming New Roof, 30-Year Life, 10-Years Remaining on Lease

Cost of Roof	\$ 50,000
Divided by: Useful Life (Years)	30
Equals: Avg. Cost / Year of Useful Life	\$ 1,667
Times: Years Remaining on Lease	10
Equals: Costs Allocated to Remaining Lease term	\$ 16,667
Times: 49% Pro-Rata Share	x .49
Equals: Effective Contribution	\$ 8,167
Effective Contribution Percentage:	16.3%

Useful Life shall be based upon the Marshall Swift Life Expectancy Guidelines, Replaceable Components (Good Class), published by CoreLogic /Marshall Valuation Service or, in the event such index ceases publication, a comparable peer-reviewed industry benchmark at the time such improvements are contemplated.

This section shall not modify Landlord or Tenant rights or obligations under Section 37, said section which shall regulate and control all major improvements exceeding 50 percent of the building square footage or the 50 percent of the property appraiser valuation as stated therein.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Leasehold Premises is to be utilized solely for Tenant's day-to-day business operations and administrative activities, including but not limited to: meetings, volunteer and staff training; storage space of Girl Scout related items, awards and apparel; and, during the annual Girl Scout Cookie Drive, temporary storage of product for pick-up and delivery to Girl Scout Troops and sales partners; and for the performance of work incidental thereto, and for no other purposes whatsoever. Any violation of the agreed use, or any type of disturbance or interference with any

other adjacent or nearby Tenants, or occupier of land, including any business and/or governmental entity, will be a violation of this Lease. Any violation related to the permitted use of the Leasehold Premises, as described herein, will be grounds for termination of this Lease, and the Leasehold Premises will transfer back to Landlord, pursuant to Miami-Dade County Resolution No.: R-461-13. Further, in the event of such violation, Landlord shall retain the right at its sole option to terminate this Lease, or to pursue any other remedy at law or equity. Tenant shall indemnify Landlord for any losses, damages, and/or injury caused to any adjacent or nearby building owner, or occupier of land, relating to Tenant's violation of this Permitted Use clause. Notwithstanding the foregoing Tenant shall have the right to cure any alleged violation of Lease terms within a reasonable time (not to exceed thirty (30) calendar days) after notice in writing of the alleged violation.

Tenant shall cause its operations to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county and local governmental agencies.

SECTION 8. ASSIGNMENT-SUBLEASING: Except as expressly provided herein, Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet this Lease (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Leasehold Premises, or any part thereof.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Leasehold Premises at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to furniture equipment, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant. Further, Landlord, any employee, vendor, contractor and/or agent of Landlord, shall not be liable for any and all damage to any of Tenant's property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or omission of any other person whomsoever, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's employees, contractors, vendors, and/or agents. The provisions of this Section shall apply during the whole of the Term hereof, including the optional renewal period.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state,

county, and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense. During the term of this Lease, if any governmental agency, municipality, utility company, including, but not limited to Landlord's Regulatory and Economic Resources Department, requires changes to the interior of the Tenant's Leasehold Premises or to any of the facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), Tenant hereby agrees that it shall make such changes at its sole cost and expense.

TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE CONSTRUCTION AND OPERATIONS OF THE LEASEHOLD PREMISES BY THE TENANT. ANY IMPROVEMENTS TO THE PREMISES SHALL REQUIRE PRIOR WRITTEN APPROVAL BY THE LANDLORD. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and Landlord's status thereunder:

Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Leasehold Premises or the operation thereof, or be liable for the same; and Landlord shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Leasehold Premises.

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist Tenant in contesting or defending against any challenge of any nature; shall not bind Landlord's Board of County Commissioners, Landlord's Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of Landlord or any other applicable governmental agencies in the exercise of its police power; and Landlord shall be released and held harmless, by Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to Tenant or to any third-parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Leasehold Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of Landlord to adopt any of Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, or abandon, or vacate the Leasehold Premises before the end of the term of this Lease, except in the event Tenant elects to close the Administrative Building and the Leasehold

Premises temporarily for the purpose of remodeling same for no more than thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease and/or enter the Leasehold Premises as the agent of Tenant, without being liable in any way therefor, and relet the Leasehold Premises with or without any furniture, fixtures, and equipment that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefor (without any compensation to Tenant) applying the same to the payment of Rent due by this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such reletting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 13. COLLECTION AND LANDLORD'S EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

In addition to the foregoing, Tenant agrees: (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Leasehold Premises in good order. Any suit brought to collect the amount of deficiency for the term, or any portion thereof, shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent sum or amount by a similar proceeding.

SECTION 14. UTILITIES: Tenant agrees to place any and all separately metered utilities serving the Leasehold Premises in Tenant's name and to be solely responsible for payment of same. Utilities servicing the Leasehold Premises which are not separately metered shall be placed in the name of the Landlord and shall be fully paid for by Landlord, however a portion shall be reimbursable by Tenant to Landlord on a monthly basis at Tenant's Pro-Rata Share of 49 percent. For purposes of this Section, Utilities shall include all service charges for water, sewer, storm water, waste disposal, electricity, trash removal and internet used or consumed in and about the Leasehold Premises. The Pro-Rata share of the expense for utilities may be renegotiated based upon actual usage by the parties after the first year of the lease term.

SECTION 15. INTENTIONALLY OMITTED.

SECTION 16. LANDLORD'S ACCESS: Landlord, and/or its employees and/or agents, shall have the right to enter the Leasehold Premises during all reasonable hours, and with reasonable prior notice (except in the event of emergency), and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Leasehold Premises is being used in accordance with this Lease, or to exhibit the Leasehold Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Leasehold Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Leasehold Premises without any prior notice and/or warning to Tenant. In such case, Landlord agrees to provide notice as soon as practicable.

SECTION 17. CONDITION OF LEASEHOLD PREMISES: Tenant hereby accepts the Leasehold Premises in the condition that the Leasehold Premises is in as of the Effective Date, and accepts the Leasehold Premises in its "AS IS" "WHERE IS" condition without warranty of any nature, with any and all faults, including without any warranty of use, without any warranty of habitability, and without any obligation on Landlord's part to perform any work with respect to improving the Leasehold Premises. Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Leasehold Premises, or any structure or building thereon. Except as otherwise specifically set forth herein, Tenant acknowledges and agrees that Landlord has made no warranties or representations as to the condition of the Leasehold Premises. Tenant further acknowledges that Landlord has no present intention to make any capital or non-capital alterations, renovations or improvements to the Leasehold Premises. Tenant, at its sole costs and expense, shall be responsible for all improvements to the Leasehold Premises, including, but not limited to the installation of any and all phone lines and conduit for phone lines as well as additional electrical or cable utility lines, for its own use, in and to the Leasehold Premises.

Landlord and Tenant further agree that Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all applicable permits and licenses, including, but not limited to, building permit(s) and occupancy license(s) for construction of any and all tenant-elected improvements to the Leasehold Premises.

Any improvements to the Leasehold Premises which require a regulatory permit must receive written approval by Landlord prior to construction as detailed in Section 19. Coordination between Tenant and Landlord for proposed improvements by either Tenant or Landlord shall occur at a minimum of sixty (60) days prior to commencement of any improvements. Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s) for the Leasehold Premises related to Tenant's use and occupancy of the Leasehold Premises.

SECTION 18. STANDARD MAINTENANCE AND REPAIR: Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, at its sole cost and expense, the Leasehold Premises, including any item or property in need of maintenance, restoration, and/or repair within the interior of the Leasehold Premises. Tenant shall be responsible for keeping the Leasehold Premises safe and free of any health hazard. Landlord is responsible for maintaining the parking area for use by Tenant.

In regard to the general maintenance and occupancy of the Leasehold Premises, and all surrounding areas. Tenant will at its expense: (a) maintain the interior of the Leasehold Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Leasehold Premises and/or which could disturb adjacent landowners, and/or Tenants; (e) prevent any objectionable odors to emanate or to be dispelled from the Leasehold Premises; (f) comply with and observe all rules and regulations established by Landlord from time to time which to the Leasehold Premises; and (g) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below entitled "Tenant Improvements; Installation By Tenant" that it is permitted to improve the Leasehold Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Leasehold Premises consistent with such improvements, so long as Tenant first secures Landlord's written consent to make such improvements. Upon completion of any such improvements, Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Leasehold Premises to Landlord, any and all such improvements remaining shall become the sole property of Landlord, without any compensation to Tenant, excepting

only reasonable wear and tear arising from the use thereof under this Lease.

Additionally, Tenant accepts all pre-existing equipment and accessories in the condition they have been delivered with the Leasehold Premises, with no representation or warranties from Landlord. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintain the interior of the Leasehold Premises including the walls, light fixtures, cabinets, appliances, hardware, flooring, windows, doors, and frames.

Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installation failure, which maintenance, improvement, and/or restoration, or repair caused by Tenant and/or any of its employees, vendors, agents, or guest, is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to, attorneys' fees, and any other cost which Landlord may reasonably incur as a result of such.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such improvements to the Leasehold Premises that it shall deem reasonably necessary to place the Leasehold Premises in such a state or condition that Tenant may use it for the purposes described in this Lease, so long as such improvements are first approved by Landlord in writing (the "Tenant-elected improvements").

Tenant understands and agrees to procure any and all construction and electrical, as well as other trade services in strict compliance with all applicable Federal, State, and local laws, ordinances and rules including but limited to Section 255.20, Florida Statutes.

Prior to commencing any improvements, including construction, restoration, and/or repair to the Leasehold Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the improvement work, including, construction, restoration, and/or repairs. Said payment and performance bond(s) shall name Landlord as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of

the improvement work regardless of the source of funding. Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$50,000.

Prior to commencing any improvements to the Leasehold Premises, Tenant must deliver all plans, specifications and scheduling for any construction, repair, or other improvements, at its sole cost and expense, to Landlord, and specifically to the Director of the Miami-Dade County Parks, Recreation and Open Spaces Department for written approval at least thirty (30) days before the commencement of any work. Further, Tenant shall not commence construction of any improvements upon the Leasehold Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

TENANT HEREBY AGREES THAT IT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL, ANY CONSTRUCTION, ALTERATION, ADDITIONS, AND/OR STRUCTURAL MODIFICATIONS TO THE LEASEHOLD PREMISES.

Tenant acknowledges and agrees that Landlord shall review and approve all of Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or structural improvements of the Leasehold Premises. Landlord, and/or its employees and/or agents, shall have the right to enter the Leasehold Premises during all reasonable hours with notice, and in coordination with Tenant, to examine the construction, alterations, additions, and/or structural improvements of the Leasehold Premises, as may be underway. Tenant covenants and agrees to obtain all necessary permits and approvals as required by Landlord's regulatory agencies and any local municipality, as applicable, and that all alterations and improvements shall be in conformance with all applicable laws, including Section 255.05 of the Florida Statutes. All additions, fixtures or improvements shall be and remain part of the Leasehold Premises at the expiration of this Lease or any extension thereof. Upon completion of such, Tenant shall promptly deliver a copy of its Certificate of Occupancy to Landlord, and in no event later than ten (10) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Leasehold Premises, it must provide Landlord with copies

of the final architectural plans, and Certificate of Occupancy for Landlord's records.

All work in the Leasehold Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor must be approved by Landlord in writing prior to the commencement of any work in the Leasehold Premises. Tenant shall be responsible for any construction defects in connection with its improvements and/or repairs to the Leasehold Premises. Tenant's work shall be performed without interference and disruption to Landlord, or any adjacent landowner or occupier of space.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Leasehold Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Leasehold Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Leasehold Premises.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Leasehold Premises during the Term of this Lease.

Tenant acknowledges and agrees should it make any improvements to the Leasehold Premises, and as a result of such improvements it is determined by Landlord and/or a governmental entity that further improvements to the Leasehold Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then Tenant shall be solely responsible for making such improvements to ensure that the Leasehold Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Leasehold Premises into compliance.

Per Section 30 of this Lease, hazardous materials shall not be used, generated, handled, disposed of, or stored on the Leasehold Premises. If Tenant's construction or repair activities or other actions relative to the Leasehold Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then Tenant agrees to: (1) immediately notify Landlord of any contamination,

claim of contamination or damage, (2) after consultation and with the approval of Landlord, to clean up and remediate the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage, subject to the provisions, limits and limitations of Section 768.28, Florida Statutes, as may be amended.

All Leasehold improvements installed on or about the Leasehold Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removed from the Leasehold Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such fixtures shall be deemed to be part of the Leasehold Premises, and shall not be removed by Tenant when it vacates the Leasehold Premises, and title thereto shall vest solely in Landlord without payment of any kind or nature to Tenant.

Should Tenant bring and/or add any additional furniture and/or equipment to the Leasehold Premises, which personal property can be removed without damage to the Leasehold Premises and Administrative Building, such shall remain Tenant's property and may be removed from the Leasehold Premises, in accordance with the terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Leasehold Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Leasehold Premises, Tenant, or anyone claiming by, through or under Tenant. To the maximum extent permitted by law, Tenant agrees to use and occupy the Leasehold Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect Tenant, its guests, employees, licensees, and/or the Leasehold Premises.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or

damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Leasehold Premises, at Tenant's own risk.

SECTION 21. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Leasehold Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume this Lease by the trustee or debtor-in-possession shall be permitted. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the Leasehold Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Leasehold Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title, or interest in or to the above-described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Leasehold Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 22. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 23. BINDING TERMS: This Lease shall bind Landlord and Tenant.

SECTION 24. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

SECTION 25. NOTICE: All notices by Landlord or Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord: Miami-Dade County Parks,
Recreation and Open Spaces
Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128
Attention: Director

with a copy to: Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with a copy to: Miami-Dade County Attorney's
Office
111 N. W. First Street, 28th Floor
Miami, Florida 33128

To Tenant:
Girl Scout Council of Tropical
Florida, Inc.
11347 SW 160 Street
Miami, FL 33157

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

SECTION 26. NUISANCE AND WASTE: Tenant shall not commit any waste upon the Leasehold Premises or any nuisance or other act or thing which may adversely affect Landlord's fee interest in the Leasehold Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Leasehold Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense that it operates in a manner such that any odors, smells or noise emanating from its use of the Leasehold Premises does not impact other Tenants in the building. These remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Leasehold Premises from being used in a way which will injure the reputation of Landlord, or which may be a nuisance, annoyance, inconvenience, or damage to other Tenants in the surrounding area, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other equipment outside the Leasehold Premises or any other noise or odors (e.g., smoking) from visitors of Tenant.

SECTION 27. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 28. INDEMNIFICATION AND INSURANCE: Tenant shall indemnify and hold harmless Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including any and all reasonable attorneys' fees and costs of defense which Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by Tenant, and/or its trustees, officers, employees, agents, partners, principals, contractors, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs,

judgments and any and all reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend Landlord or its officers, employees, agents and instrumentalities as herein provided.

Tenant shall furnish to Landlord a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the minimum requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of Tenant as required by Florida Statutes 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$2,000,000 per occurrence \$4,000,000 aggregate, to include Fire Damage Legal Liability (Damage to rented Leasehold Premises). Not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 N.W. FIRST STREET**

**SUITE 2340
MIAMI, FLORIDA 33128**

Landlord reserves the right from time to time to amend the Insurance Requirements under this Section.

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligation under this section or any other section of this Lease.

Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the Term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to Landlord prior to expiration.

SECTION 29. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Leasehold Premises by order of Tenant or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.

SECTION 30. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Leasehold Premises. The requirements of this Section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless Landlord, and Landlord's employees, assigns, vendors, contractors, agents, against all claims, causes of action, liability or loss, including reasonable attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease.

Tenant agrees that the Director of the Regulatory and Environmental Resources Department (RER), Division of Environmental Resources Management (DERM) of Miami-Dade County, may also enforce the requirements of this Section.

SECTION 31. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have at the time of the execution of this Lease shall be maintained in any and all lawful form. To the extent that Tenant possesses a corporate or other legal business status, Tenant shall maintain such legal business status as active and current with the appropriate state authorities, and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default and cancel this Lease. Further, at all times during

the duration of this Lease Tenant shall maintain its not-for-profit status with the State of Florida, and any failure to do so, shall be an event of default.

SECTION 32. REPRESENTATIONS/WARRANTIES: Tenant, as a corporation, limited liability company, or a partnership, acknowledges and hereby agrees that the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing this Lease on behalf of Tenant are duly authorized to execute and deliver the Lease on Tenant's behalf in accordance with Tenant's organizational documents, and that this Lease is binding upon it in accordance with its terms. Further, each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as a government entity, or as an active corporation, limited liability company, or partnership, as the case may be, at any time during the term, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, terminate this Lease by written notice to the other party, upon thirty (30) days' notice.

SECTION 33. LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 34. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by Landlord of which the Leasehold Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that

shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") within ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant. Tenant shall pay Landlord Thirty (\$30.00) Dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, but shall not be required to, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose.

SECTION 35. FINANCING AGREEMENTS: Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Leasehold Premises, and/or Tenant's leasehold interest in the Leasehold Premises, without Landlord's prior written consent to do so. Further, Tenant further agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Leasehold Premises, and/or Tenant's leasehold interest in the Leasehold Premises, which might be approved by Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Leasehold Premises.

SECTION 36. LIENS: Tenant shall not permit any type of lien to be filed against the Leasehold Premises for any reason whatsoever without Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Leasehold Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Leasehold Premises, or any part thereof, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond, or otherwise as allowed by law, within seven (7) calendar days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such seven (7) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) calendar days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and

save Landlord harmless from any claim or damage resulting therefrom.

SECTION 37. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER), EMINENT DOMAIN, AND PHYSICAL DETERIORATION:

Tenant shall be responsible for and shall repair any and all damage caused to the Leasehold Premises as a result of Tenant's use of the Leasehold Premises or any vandalism, malicious mischief, or criminal acts thereto. Tenant shall immediately notify Landlord, in writing, upon discovering any damage and/or destruction to the Leasehold Premises.

If the Leasehold Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), or if any part of the Leasehold Premises deteriorates to the extent the property cannot be safely occupied, including but not limited to structural and life safety systems, ("Deterioration"), Tenant may terminate this Lease by giving Landlord thirty (30) calendar days' advanced written notice, and this Lease shall terminate.

If at any time the building is not occupiable due to safety, structural, or other issues including Casualty Events or Deterioration (Building Defects), Landlord shall have the right to determine in its sole discretion whether or not to make repairs required to cure these Building Defects if a) the area to be repaired exceeds fifty percent (50%) of the building area, or b) the cost to completely repair or cure these Defects exceeds fifty percent (50%) of the Miami-Dade County Property Appraiser's most-recently assessed building value. If the Landlord determines not to repair the Administrative Building, the Landlord has the right to terminate the lease upon written notice to the Tenant thirty (30) calendar days prior to termination.

If the Landlord in its sole discretion determines to repair the Administrative Building for Casualty Events or Deterioration per this clause, Tenant and Landlord shall share in the costs of repair, renovation or rebuilding the Camp Choe Administrative Building.

Tenant shall reimburse the Landlord for forty-nine percent (49%) of the total repair and renovation costs inclusive of all hard and soft costs necessary to facilitate said renovation or repair. Tenant shall reimburse Landlord within sixty (60) calendar days of receipt of written invoice, or within a timeframe acceptable to the Parks, Recreation and Open Spaces Director.

Tenant may opt to terminate this lease with no financial obligation for Major Repairs, Restoration or Renovation by

giving the County notice of intent to terminate this lease and not contribute financially to the costs herein.

In the event Landlord elects not to make such repairs, this Lease shall automatically terminate with neither party having an obligation to the other except for those obligations which shall survive this Lease.

If the Tenant terminates, the Landlord shall have no obligation to rebuild or repair the Leasehold Premises. If this Lease is terminated as provided in this Section, all of Tenant's obligations and Landlord's obligations under this Lease shall cease, effective from the date of the Casualty Event, or the date that Tenant terminates the Lease, whichever is later. Further, any financial obligations due and owed to Landlord by Tenant shall be paid prior to the termination of this Lease.

Tenant shall immediately advise Landlord of any concerns as to Life Safety and Structural Systems, and shall not occupy or allow occupancy of the property until such conditions are cured by either party subject to the terms herein.

If this Lease is not terminated, and if Tenant remains open for business in any portion of the Leasehold Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Leasehold Premises, and pay for all Section 6 Operating Expenses and Section 14 Utilities related to the Leasehold Premises in accordance with the proportion of the Leasehold Premises available for use. All construction and/or repairs by Tenant, related thereto, shall be made in a manner consistent with and in accordance with this Lease, and all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

In connection with the repair the Leasehold Premises, Tenant shall be responsible for the interior of the Leasehold Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protect the Leasehold Premises, along with the furniture, fixtures, and equipment therein, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect Tenant's furniture, fixtures, and equipment.

In the event the Leasehold Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the Leasehold Premises is rendered un-tenantable, the parties hereto shall have the right to terminate this Lease without further liability on the part of

Landlord or Tenant as of the date of the Taking, by providing thirty (30) calendar days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent in proportion with its use, maintain the Leasehold Premises, and pay Operating Expenses in proportion to the square footage of the Leasehold Premises which remains Tenantable after a Taking, and the Rent shall be reduced in proportion to the square footage of the Leasehold Premises rendered un-tenantable. Any award of proceeds resulting from a condemnation, or sale in lieu thereof, of the whole or part of the Leasehold Premises, will belong to Landlord and Tenant as their respective rights might appear. Provided, however, that Landlord is not entitled to any award specifically made to Tenant for the taking of Tenant's fixtures, furniture, equipment.

SECTION 38. RETURNED CHECK FEES: Landlord shall have the option to assess a returned check fee in the amount of Fifty Dollars (\$50.00), and a service charge, in the amount of Twenty-Five Dollars (\$25.00), should Tenant issue a check to Landlord, which is not honored by Tenant's banking institution.

SECTION 39. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or to (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease, or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord. Further, in the event of a default, Tenant acknowledges and agrees that in addition to Landlord's rights pursuant to Section 40, Termination by Landlord, Landlord shall have the following rights.

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Leasehold Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Leasehold Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Leasehold Premises as it may reasonably deem fit; (3) terminate this Lease upon written notice to Tenant; and/or (4) exercise any other remedies otherwise available to Landlord provided herein, or at law or in equity. In connection with the foregoing, if Landlord so

elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and also to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Leasehold Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the term.

Should Tenant fail to occupy, or to vacate, or abandon the Leasehold Premises at any time during the term of this Lease, Landlord shall be permitted to immediately take possession of the Leasehold Premises.

Upon any default, and after the expiration of any cure period, as described in this Lease, Landlord may, with or without judicial process, enter the Leasehold Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Leasehold Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by Landlord at more than One Thousand Dollars (\$1,000.00), otherwise, such property shall be considered abandoned by Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in

writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees, and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder until Landlord takes possession of the Leasehold Premises.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

Tenant further acknowledges and agrees that should Landlord elect to terminate, or otherwise cancel, this Lease due to any breach by Tenant, Tenant shall not be entitled to any type of compensation or reimbursement for any improvements made to the Leasehold Premises by Tenant, and/or for the value of the remaining Term.

SECTION 40. TERMINATION BY LANDLORD: In addition to Landlord's rights pursuant to Sections 37 and 39, the occurrence of any of the following shall cause this Lease to be terminated by Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
 - 1) Institution of proceedings in voluntary bankruptcy by Tenant.
 - 2) Institution of proceedings in involuntary bankruptcy against Tenant if such proceedings continue for a period of ninety (90) days.
 - 3) Assignment by Tenant for the benefit of creditors.
 - 4) Failure of Tenant to maintain its not-for-profit tax status.
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:
 - 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided,

however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.

- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice, provided such condition may be reasonably cured within such ten (10) day period, or if not within a commercially reasonable period.
- C. Termination after thirty (30) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for the following:
- 1) Non-performance of any covenant of this Lease other than non-payment of Rent and others listed in A and B above, and failure of Tenant to remedy such breach within the thirty (30) calendar day period from receipt of the written notice, or where a court finds that Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of Landlord in litigation instituted by Tenant against Landlord or brought by Landlord against Tenant (termination shall be at the option of Landlord).
- E. Landlord, through its County Mayor, or Mayor's designee, in accordance with this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, after January 1 of the eleventh year, and for any reason whatsoever, by giving Tenant ninety (90) calendar days written notice of such termination/cancellation prior to its effective date. Should the term of this Lease, at the time Landlord elects to provide Tenant with notice of termination/cancellation, be equal to or less than ninety (90) calendar days, then notice shall be commensurate with the remaining term of this Lease.

SECTION 41. EARLY TERMINATION BY TENANT:

Tenant shall have the right to terminate this Lease by giving Landlord thirty (30) days written notice to Landlord. However, any financial obligations due and owed to Landlord by Tenant shall be paid by Tenant prior to the termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 42. EARLY TERMINATION BY LANDLORD:

As mentioned in Section 40, Landlord through its County Mayor, or Mayor's designee, shall have the right to cancel or otherwise terminate this Lease at any time and for any reason after January 1 of the eleventh year by giving Tenant at least ninety (90) calendar days' written notice prior

to its effective date. Should Landlord elect to cancel or otherwise terminate this Lease (through no fault or breach by Tenant) within the initial term, then it shall reimburse Tenant for the unamortized portion of the improvements made by Tenant, including but not limited to, any capital improvements, renovations, additions, plumbing and electrical installation, furnishings, and related expenses thereto, made to the Leasehold Premises. Tenant shall provide written documentation of potentially all expenses to be reimbursed by Landlord, immediately upon the completion of such improvements, during the course of the term, which expenses may be verified by review and/or audit by Landlord.

SECTION 43. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION:

Tenant shall in accordance with the terms and conditions of this Lease, at the expiration or other termination of this Lease remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Leasehold Premises, (including, without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Leasehold Premises). All other improvements made by Tenant to the Leasehold Premises shall remain. All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove personal property items from the Leasehold Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Leasehold Premises, Tenant shall take no action to remove any of its personal property items located on, in or outside the Leasehold Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Furthermore, Tenant also agrees to repair any damage caused to the Leasehold Premises by the removal of its personal property. Anything attached to the Leasehold Premises by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Leasehold Premises by Tenant. Any special equipment servicing the Leasehold Premises, including on the roof or exterior of the Leasehold Premises (e.g. fire suppression systems, shall not be removed without Landlord's written prior consent. Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

SECTION 44. RETURN OF LEASEHOLD PREMISES:

If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Leasehold Premises shall be

returned to Landlord in accordance with this Section no later than 5:00 p.m. on or before the last business day prior to such weekend day or federal, state, or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Leasehold Premises, including all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leasehold Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's personal property from the Leasehold Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the personal property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the personal property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 45. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Leasehold Premises or any building of which the Leasehold Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Leasehold Premises, or lack thereof, or any building of which the Leasehold Premises may be part, is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 46. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Leasehold

Premises throughout the term of this Lease, without hindrance or molestation by Landlord.

SECTION 47. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Leasehold Premises, including but not limited to the following:

a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows, doors, or fence of the Leasehold Premises other than as specifically permitted by Landlord and/or in accordance with applicable law. To the extent possible in Landlord's reasonable and sole discretion, such permission shall not be unreasonably withheld.

b) Tenant will not install any equipment which exceeds the capacity of fifty percent (50%) of the utility lines leading into the Leasehold Premises or building which constitutes a portion of the Leasehold Premises.

c) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leasehold Premises and shall immediately process its claim through its insurance carrier.

d) Tenant shall immediately notify Landlord prompt of any incident in which someone is seriously injured or dies on or about the Leasehold Premises, irrespective of the cause of injury or death. For the purposes of this Section, serious injury is any injury that results in hospitalization, wound care, and/or surgery.

e) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Such consent from Landlord shall not be unreasonably withheld, subject to applicable law and the Landlord's reasonable and sole discretion. Any aerial or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.

f) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside or outside of the Leasehold Premises.

g) Tenant shall be responsible for the timely maintenance to the Leasehold Premises including, but not limited to pest control, janitorial, landscaping, and the general maintenance and upkeep of the Leasehold Premises.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and may adopt additional reasonable rules and regulations applicable to the Leasehold Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 48. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 49. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Leasehold Premises or any building. Furthermore, Landlord shall have no responsibility regarding indoor air quality or condition (through Rent offset by Tenant or otherwise), such responsibility being solely that of Tenant. Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any claim therefor. In compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon Gas, and Radon testing, may be obtained from your county public health unit. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Leasehold Premises at the commencement of this Lease and/or may be found or otherwise identified in the Leasehold Premises sometime during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

SECTION 50. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 51. DISPLAY RESTRICTIONS: Tenant will display and maintain the Leasehold Premises in a first class manner at all times. Tenant cannot display any items or merchandise outside the Leasehold Premises for sale including, but not limited to the front door and/or along the sidewalk of the Leasehold Premises.

SECTION 52. SIGNAGE/ADVERTISING: Tenant agrees that all signs placed on the doors or windows or elsewhere about the Leasehold Premises, which are visible from outside of the Leasehold Premises, or upon any part of a building, including building directories, shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be entitled to have its name displayed on any and all existing building directory, if any, at Tenant's sole cost and expense, and any requested changes thereto by Tenant shall also be at Tenant's sole cost and expenses. Tenant further agrees that all signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, and foam signs, (4) all paper signs and banners of any kind (unless professionally prepared), (5) no flood lights, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, characters or mascots, parking lot signage and the like. It is contemplated that Tenant will use temporary portable signage to promote Girl Scouts and its sale of Girl Scout Cookies or other fund raising ventures.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Leasehold Premises. Tenant may not penetrate the building or façade in order to install signs except as may be authorized in writing by the Landlord. At Lease expiration, if Landlord so requires, Tenant's signage must remain at the Leasehold Premises until a subsequent Tenant installs substitute signage unless otherwise directed by Landlord. Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing specification shall result in Tenant reimbursing Landlord for its cost to repair the façade in the amount of up to Two Thousand Five Hundred (\$2,500.00) Dollars.

SECTION 53. NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 54. INTENTIONALLY OMITTED.

SECTION 55. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's Leasehold interest in the Leasehold Premises, as well as Tenant's merchandise, trade fixtures and other personal property in and about the Leasehold Premises. Further, Tenant shall, to the greater extent possible, also be responsible for any and all sales taxes and real estate taxes as assessed against the Leasehold Premises and/or this Lease.

THE ANNUAL RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX, HOWEVER, THE TENANT IS RESPONSIBLE FOR PAYING THE ESTABLISHED PERCENTAGE IN SALES TAX OF THE RENTAL AMOUNT AS ESTABLISHED BY THE STATE OF FLORIDA, IN THE AREA OF MIAMI-DADE COUNTY, UNLESS THE TENANT PROVIDES A CONSUMER'S CERTIFICATE OF EXEMPTION FROM THE STATE OF FLORIDA, DEPARTMENT OF REVENUE OR OTHER DOCUMENTATION, ACCEPTABLE TO THE LANDLORD, DEMONSTRATING TENANT'S EXEMPTION FROM THE PAYMENT OF SALES TAX ON THE RENTAL CHARGES.

SECTION 56. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 57. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Leasehold Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Leasehold Premises. Tenant shall be responsible for upgrading the Leasehold Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Leasehold Premises, Tenant will comply with all requirements to make necessary modifications that are within the confines of the Leasehold Premises. Tenant acknowledges that it will comply with the terms and conditions of the federal Americans with Disabilities Act ("ADA"), along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Leasehold Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for any upgrades for or to the Leasehold Premises and/or any access leading to or from the Leasehold Premises. Notwithstanding the foregoing Landlord shall be responsible for any structural modifications to bring the building into compliance as well as the parking lot, including but limited to maintenance and upkeep of handicap parking spaces, striping and signage and handicap access from the parking areas to the building structure, such obligation subject to cost threshold and cost sharing as established in Sections 6 and 37 herein.

SECTION 58. SECURITY: Tenant acknowledges and agrees that Tenant assumes any and all responsibility and liability for the security of the Leasehold Premises, as well as for the security of its employees, agents, guests, invitees, as well as for any and all of Tenant's personal property, including, but not limited to, furniture, fixtures, and equipment within or about the Leasehold Premises. Tenant, at its option, may enlist its own security personnel, and/or install its own security devices within or about the Leasehold Premises.

SECTION 59. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HERewith.

SECTION 60. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the building. If such an estoppel is not executed within this ten (10) business day period, in addition to other default remedies provided herein, Tenant shall pay Landlord an amount equal to Thirty (\$30.00) Dollars per day for each day of delay. Further, Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) business days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 61. NON-DISCRIMINATION: Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Leasehold Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of Landlord's property or facilities operated or maintained under Lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, sex, age, color, gender, ancestry, national origin, pregnancy, disability, or physical handicap, marital status, familial status, gender identity, gender expression, or sexual orientation, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.
- B. In the construction of any improvements to the Leasehold Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

- C. Tenant further agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, disability, marital status, age, pregnancy, familial status, sexual orientation, gender identity, perceived or actual gender expression, perceived or actual status of domestic violence, dating or stalking.

SECTION 62. MISCELLANEOUS:

- A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.
- B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. **COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- D. **LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Leasehold Premises, and in the event of any transfer or transfers of title to the Leasehold Premises, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said Leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any

claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Leasehold Premises, and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord, and Landlord's assigns, employees, vendors, contractors, agents, ever be personally liable for any such liability.

E. RECORDING: The parties hereto agree not to record this Lease, except for Landlord filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

F. CONFIDENTIALITY: Landlord and Tenant acknowledge and agree that because Landlord is a governmental entity, any and all information pertaining to this Lease is subject to laws controlling public records including but not limited to Florida Statute 119 and therefore the information contained herein shall not be considered exempt from public record disclosure without cause.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of this Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. BROKERS: There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. MULTIPLE TENANT SIGNATORIES: In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of Tenant for any reason whatsoever, all parties comprising Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising Tenant to execute any document, modification, cancellation, termination, amendment to this Lease or other matter requiring a signature of Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising Tenant hereunder in order to bind Tenant hereunder. Therefore, one signature on behalf of Tenant shall bind all parties comprising Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of Tenant.

M. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids, and nullifies all prior Lease agreements, addendums, written agreements and oral agreements between the parties for the Leasehold Premises. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant, and approved by the Miami-Dade County Board of County Commissioners.

N. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

O. REPRESENTATION BY COUNSEL: The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

- P. SHANNON MELENDI ACT.** Tenant shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of the Park Property by meeting the requirements of Chapter 26 “Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act”.

**[THE REMAINDER OF THIS PAGE WAS
INTENTIONALLY LEFT BLANK]**

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, and this Lease is therefore effective on the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners.

LANDLORD

MIAMI-DADE COUNTY,
A political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

Witnesses:

Print: _____

Witnesses:

Print: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Approved by the County Attorney as
to form and legal sufficiency. _____

TENANT

Girl Scout Council of Tropical Florida, a Florida not-
for-profit corporation

By: 
Name: Chelsea Wilkerson
Title: CEO



Print: Jessica Rosado



Print: Dawn McKenzie

EXHIBIT "A"

PAGE 1 OF 3

A portion of Miami-Dade Property Appraiser Folio 30-5030-000-0091

Identified as approximately 2,077 Square Feet within the

Camp Choe Administrative Office Lease Property

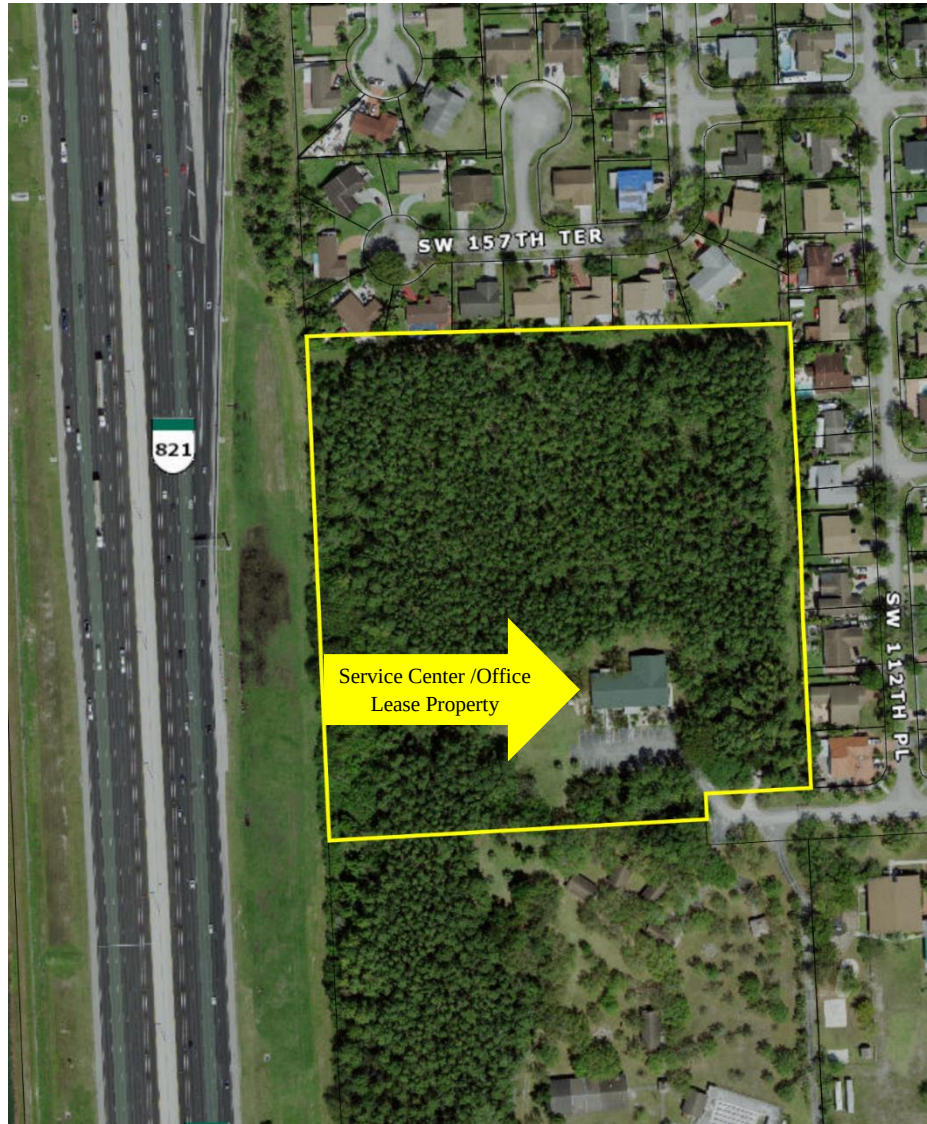
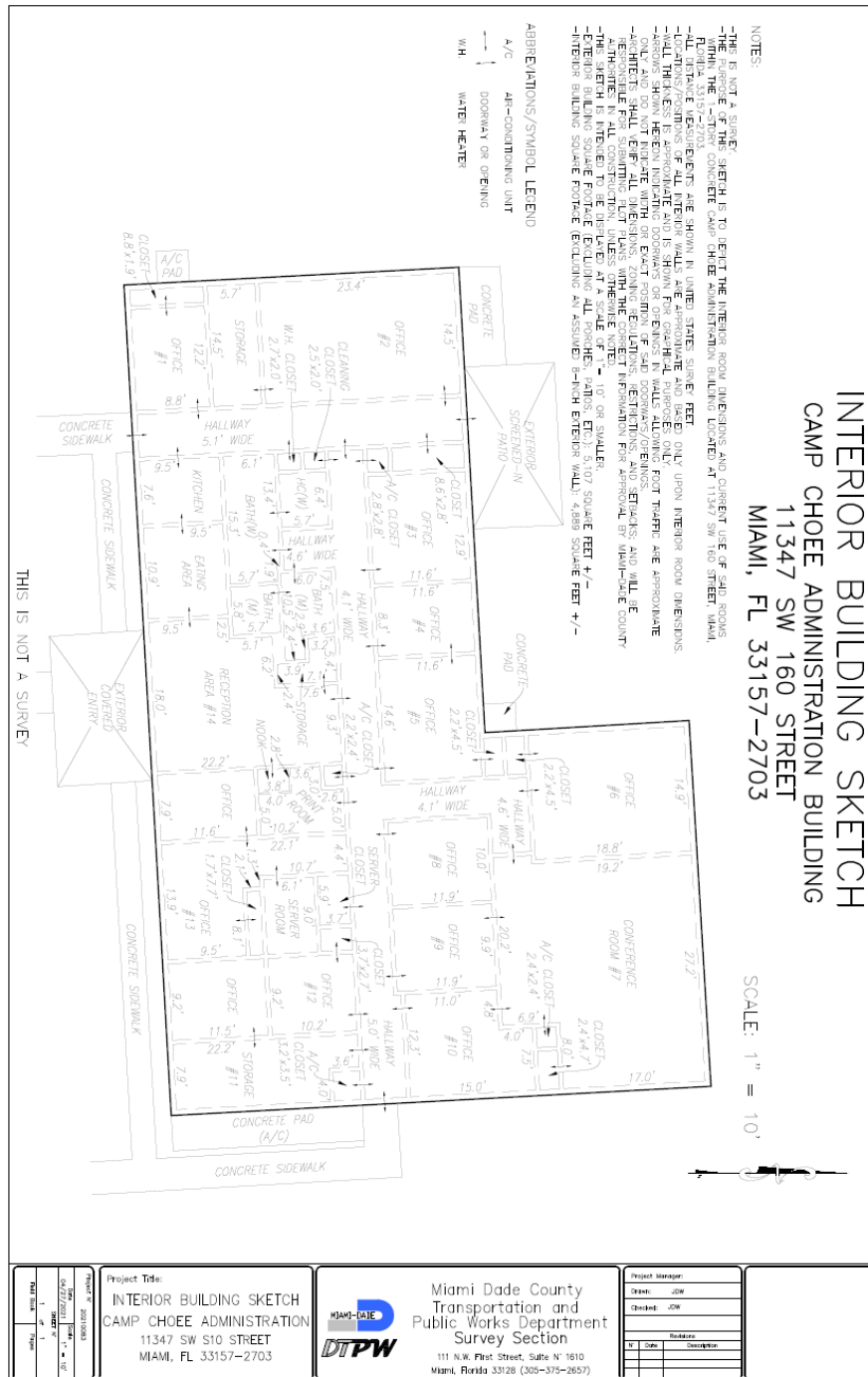


EXHIBIT "A"

PAGE 2 OF 3

A portion of Miami-Dade Property Appraiser Folio 30-5030-000-0091

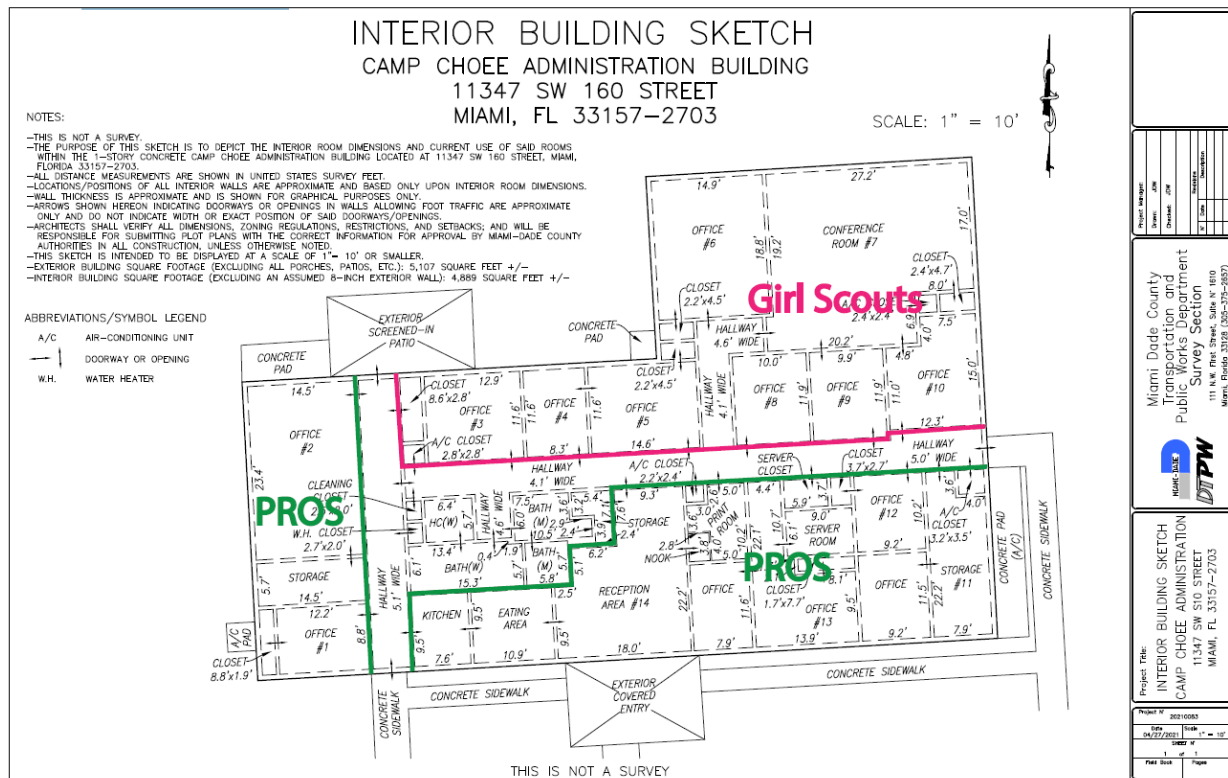
Identified as approximately 2,077 Square Feet within the Camp Choeë Administrative Office Lease Property



PAGE 3 OF 3

A portion of Miami-Dade Property Appraiser Folio 30-5030-000-0091

Identified as approximately 2,077 Square Feet within the Camp Choe Administrative Office Lease Property



- Leasehold Premises identified as “Girl Scouts” approximating 2,077 Square Feet
- Non-Leasehold Premises identified as “PROS” approximating 2,137 Square Feet
- Common Areas: All areas not identified as “Girl Scouts” or “PROS”, approximating 893 Square Feet

GENERAL WARRANTY DEED

This General Warranty Deed made this _____ day of _____, 20____, between **GIRL SCOUT COUNCIL OF TROPICAL FLORIDA, INC.,** , a Florida not-for-profit corporation, ("**Grantor**") whose post office address is 11347 SW 160 Street, Miami, Florida 33157, 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 County Parks, Recreation and Open Spaces Department whose address is Director's Office, 275 NW 2 Street, Miami, Florida, 33128 ("**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 SW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE S35
FT THEREOF FOR ROAD

AND

THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 30,
TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE
EAST 145 FEET OF THE NORTH 35 FEET THEREOF FOR
ROAD

THE NAME of the Property described in this General Warranty Deed shall be "CAMP CHOEE" and shall be referred to as such in perpetuity.

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 singular 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.

[BALANCE OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the said **Grantor** has herewith caused this Warranty Deed to be executed the day and year first written above.

GRANTOR:

**GIRL SCOUT COUNCIL OF
TROPICAL FLORIDA, a Florida
not-for-profit corporation**

Signed, sealed and delivered in the
presence of:

Witness Signature
Print Name: _____

By: _____
Name: _____
Title: _____

Witness Signature
Print Name: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing was acknowledged () in my presence or () by online this ____ day of _____, 2022, by _____, as the _____ of Girl Scout Council of Tropical Florida, a Florida not-for-profit corporation, on behalf of the corporation. Such person is () personally known to me or () produced the following identification:_____.

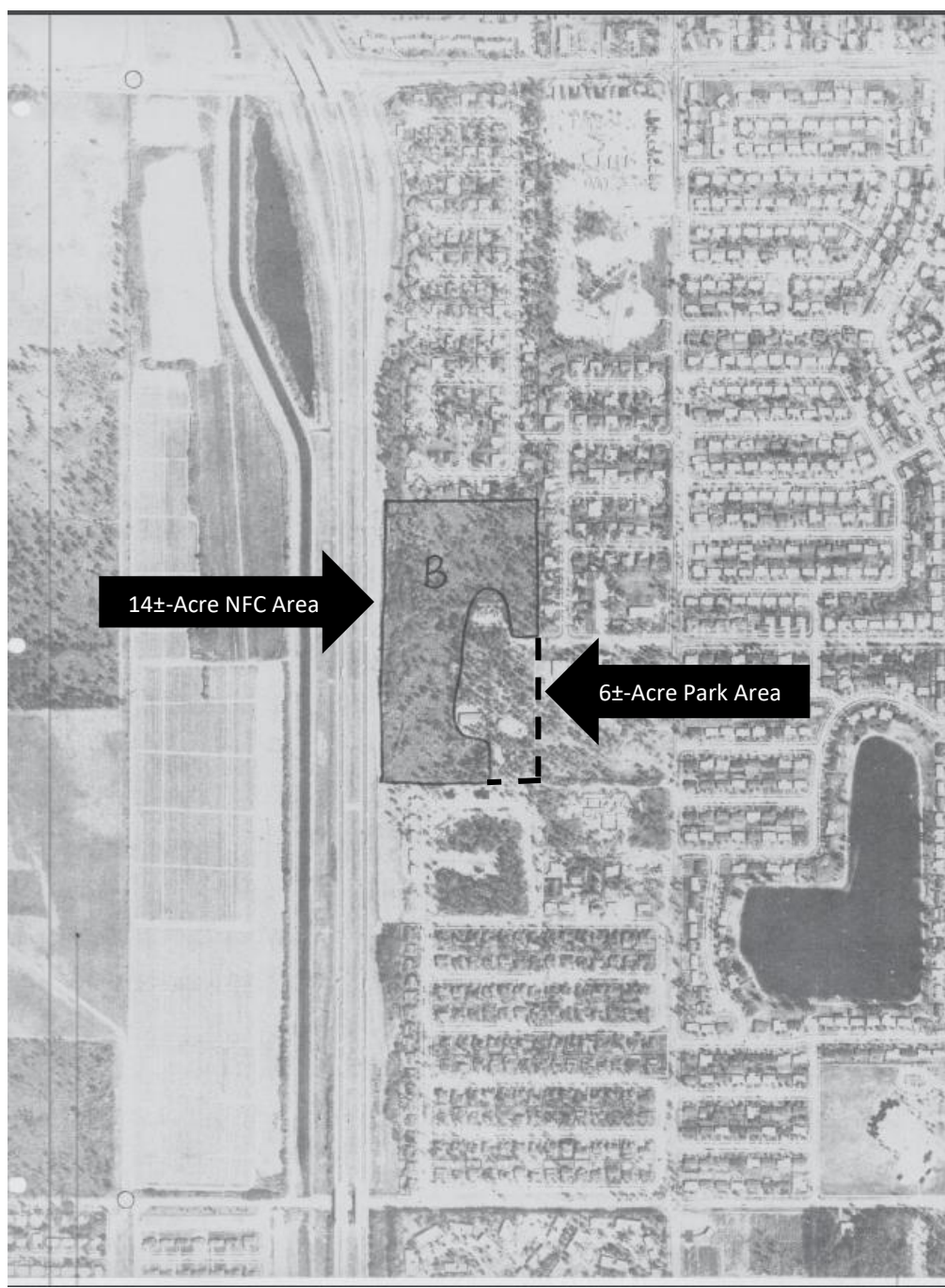
WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____
Commission/Serial No. _____

Approved for Legal Sufficiency:

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida on the _____ Day of _____ 20_____



Basis of Map: Miami-Dade County R-1674-84, modified to illustrate Property Boundary and delegate between NFC and Non-NFC (Park) areas.

Boundaries of are approximated, for illustrative purposes only.

**AN APPRAISAL REPORT OF
CAMP CHOE
A 19.78 ACRE GIRL SCOUTS CAMP
LOCATED AT
11347 SW 160 STREET
MIAMI-DADE, FLORIDA 33157**

Appraisal No. 04-22-153

FOR

Miami-Dade County
c/o Ms. Jessica Gutierrez
Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, FL 33128

BY

**APPRAISALFIRST
REAL ESTATE APPRAISERS LLC**
1444 Biscayne Boulevard, Suite 211
Miami, Florida 33132



AppraisalFirst
Real Estate Appraisers LLC

1444 Biscayne Boulevard, Suite 211
Miami, Florida 33132
Phone: 305-470-2130 / 305-470-2100
Fax: 305-381-8047
E-mail: frank@appraisalfirst.net
E-mail: commercial@appraisalfirst.net

May 18, 2022

Miami-Dade County
c/o Ms. Jessica Gutierrez
Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, FL 33128

Re: Camp Choe, a 19.78 Acre Girl Scouts Camp, located at
11347 SW 160 Street
Miami-Dade, Florida 33157

Dear Ms. Gutierrez:

As requested, we have prepared an Appraisal Report of the above referenced property. The purpose of the appraisal is to estimate the Market Value of the subject property, in fee simple title, as of the date of inspection. Per the client's instructions, the As Is Market Value of the subject property is to be estimated, which has been determined to be land value. The Hypothetical Market Value of the subject, as if rezoned to residential, is also to be estimated. This appraisal is being performed in order to assist the client in the possible purchase of the subject property.

Market Value may be defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

The subject property consists of 19.78 acres zoned AU, Agricultural Use, and located within the Comprehensive Land Use Master Plan for low density residential development, between 2.5 to 6 units per acre. The site has an NFC (Natural Forest Community) restriction on 14.00 acres, which may not be cleared or developed. The remaining 5.78 acres are improved with several older structures, that are utilized as a camp for the Girl Scouts of Tropical Florida. There are no known contracts or listings on the subject property at time of appraisal to the knowledge of the appraisers.

Page 2
Ms. Gutierrez

This appraisal report is intended to comply with reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice USPAP (2020-2021). The Appraisal Standards Board of The Appraisal Foundation voted to extend the expiration date of the 2020-2021 USPAP publication by one year. Instead of expiring on December 31, 2021, the current USPAP will remain in effect until December 31, 2022.

The appraisers have previously provided consultation and value estimates for properties similar to the subject property throughout the South Florida region. As such, the appraisers are in compliance with the competency provision contained within USPAP. Copies of the appraisers' qualifications are included in the Addenda.

We have appraised this property two times in the past three years. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this appraisal report. The As Is Market Value conclusion of this appraisal report is the same as the previous ones. No significant market changes appear to have occurred in the past two years which would indicate that a change in value has occurred.

This appraisal report is based on the Extraordinary Assumptions and Hypothetical Conditions contained herein.

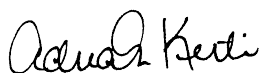
In our opinion, the As Is Market Value of the subject property, which has been determined to be land value, in fee simple title, as of May 13, 2022, is:

TWO MILLION SIX HUNDRED THOUSAND DOLLARS
(\$2,600,000)

In our opinion, the Hypothetical Market Value of the subject property, as if rezoned to residential, in fee simple title, as of May 13, 2022, is:

THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS
(\$3,800,000)

Respectfully submitted,



Adria M. Kerti, MBA
State Certified General Real
Estate Appraiser, No. 0001944



Frank Hornstein, MAI
State-Certified General Real
Estate Appraiser, No. 0001376

EXECUTIVE SUMMARY

Property Type:	A 19.78 acre site utilized as a camp for Girl Scouts
Location:	11347 SW 160 Street Miami-Dade, Florida 33157
Zoning:	AU, Miami Dade County
Effective Date of Value:	May 13, 2022
Date of Report:	May 18, 2022
Site Size:	19.78 acres
Building Size:	Numerous buildings of varying sizes 15,534 aggregate size
Property Interest:	Fee simple estate
Highest and Best Use:	Redevelopment based on surrounding residential uses

VALUE CONCLUSIONS:

Hypothetical Market Value, As If Rezoned to Residential	\$3,800,000
As Is Market Value (Land Value)	\$2,600,000

SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. Source: (USPAP, 2020-2022 ed.)

Per prior agreement with the client, this appraisal report was completed based on an exterior inspection only, due to time constraints. The interior of the property along with the improvements have been inspected two times in the past by the appraisers for previous appraisals. The improvements are at or near the end of their economic life, and have been determined to add no value to the land.

This appraisal report is based on the Extraordinary Assumption that the improvements are in the same or similar condition as the time of our last inspection in 2020. Any deviation from this assumption could have an effect on our conclusions of value.

EXECUTIVE SUMMARY (Continued)**SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS** (Continued)

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. Source: (USPAP, 2020-2022 ed.)

The Hypothetical Market Value of this appraisal report is based on the hypothetical condition that the subject property has been rezoned to residential use, based on the Comprehensive Land Use Master Plan for low density, up to six units an acre, and the adjacent uses.



APPRAISAL REPORT
Camp Choe
11300 SW 162 Street
Miami, Miami-Dade County, FL 33157
Resolution 5-595-89



PREPARED FOR
Ms. Jessica Gutierrez
Real Estate Officer
Miami-Dade County Internal Services
111 NW 1 Street, Suite 2460
Miami, FL 33128

PREPARED BY
Joseph J. Blake and Associates, Inc.
5201 Blue Lagoon Drive
Suite 270
Miami, FL 33126



May 24, 2022

Ms. Jessica Gutierrez
Real Estate Officer
Miami-Dade County Internal Services
111 NW 1 Street, Suite 2460
Miami, FL 33128

Re: Camp Choe
11300 SW 162 Street
Miami, FL 33157

Dear Ms. Gutierrez:

As requested, we have prepared an appraisal of the property referenced above presented in the attached Appraisal Report. The purpose of the appraisal is to develop an opinion of the following values:

Subject	Value	Date of Value	Interest Appraised	Value Type
Camp Choe	"As Is"	5/14/22	Fee Simple Estate	Market Value
Camp Choe	"As If Rezoned allowing 6 units per acre, with that density only applicable to the portions of the site that are Non-NFC"	5/14/22	Fee Simple Estate	Market Value
Camp Choe	"As if Rezoned allowing 6 units per acre, for the entire site, and all development transferred to the Non-NFC portion of the site"	5/14/22	Fee Simple Estate	Market Value

Briefly described, the subject consists of a campground property known as Camp Choe, owned by the Girl Scout Council of Tropical Florida, Inc. The site approximates 19.78 acres in total, of which 15 acres are designated Natural Forest Community (NFC) and approximately five acres are developed with camp uses. The property has overnight camping capacity for 164 people (100 in tents, 64 in cabins) with recreational, office, and service facilities. The site is zoned AU - Agricultural; however, the underlying land use is designated as Low Density Residential (2.5 to 6 units per acre).

Within this appraisal we recognize that a typical market participant would have a reasonable expectation that the zoning could be changed to allow for residential development in keeping with the underlying land use designation. They would base their purchase decision on that expectation.

The appraisal and the attached Appraisal Report have been prepared in conformity with and are subject to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). In preparing this appraisal, we considered the use of the three most widely recognized approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches. The appraisal is subject to the attached Assumptions and Limiting Conditions and Definition of Market Value.

This appraisal has also been prepared in conformity with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by The Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

Based on the analysis of pertinent physical and economic factors, we have arrived at the following value opinions:

Subject	Value	Date of Value	Interest Appraised	Value Opinion
Camp Choe	"As Is"	5/14/22	Fee Simple Estate	\$2,500,000
Camp Choe	"As If Rezoned allowing 6 units per acre, with that density only applicable to the portions of the site that are Non-NFC"	5/14/22	Fee Simple Estate	\$3,900,000
Camp Choe	"As if Rezoned allowing 6 units per acre, for the entire site, and all development transferred to the Non-NFC portion of the site"	5/14/22	Fee Simple Estate	\$3,800,000

The subject is appraised under three scenarios. The scenarios make the extraordinary assumption the subject's zoning can be changed to allow for higher density development. We have viewed the interior and exterior of each building for past appraisals. For this appraisal, which focuses on the site's land value, we did not complete an interior inspection. This appraisal makes the extraordinary assumption there are no significant changes to the site or improvements since the time of our last interior inspection. This appraisal is not based on any other extraordinary assumptions. The use of the aforementioned Extraordinary Assumptions might have affected the assignment results.

In addition to the 'as is' value, we are providing two values, assuming the following hypothetical conditions, as of the current date: 1) 'As If' the subject were zoned to allow for 6 units per acre, with that density only applicable to the portions of the site that are non-NFC; and 2) 'As If' the subject were zoned to allow for 6 units per acre, for the entire site, and all development transferred to the non-NFC portion of the site. This appraisal is not based on any other hypothetical conditions.

The opinion(s) of value are based on exposure times of 6 to 12 months, assuming the property was properly priced and actively marketed.

The attached Appraisal Report summarizes the documentation and analysis in support of our opinions. If you have any questions, please contact the undersigned. We thank you for retaining the services of our firm.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.
 Joseph Hatzell, MAI
 Partner
 Florida-State-Certified General Real Estate Appraiser
 No. RZ1302
 Expires: November 30, 2022
 jhatzell@josephjblake.com

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ADDENDA

Site Survey
 Cabin Survey
 Boundary Survey
 Master Plan
 Natural Forest Community Map
 Zoning Information
 Tax Information
 Flood Map
 Appraisal Engagement Contract
 Glossary of Terms
 Qualifications of the Appraisers

PROPERTY SUMMARY

PROPERTY APPRAISED	Camp Choe
PROPERTY ADDRESS	11300 SW 162 Street Miami, FL 33157
PARCEL/TAX ID	30-5030-000-0030, -0091
PROPERTY LOCATION	The subject is located on the east side of Florida's Turnpike, at the termination of SW 160th Street just west of SW 112th Avenue.

PURPOSE OF THE APPRAISAL

Subject	Value	Date of Value	Interest Appraised	Value Type
Camp Choe	"As Is"	5/14/22	Fee Simple Estate	Market Value
Camp Choe	"As If Rezoned allowing 6 units per acre, with that density only applicable to the portions of the site that are Non-NFC"	5/14/22	Fee Simple Estate	Market Value
Camp Choe	"As if Rezoned allowing 6 units per acre, for the entire site, and all development transferred to the Non-NFC portion of the site"	5/14/22	Fee Simple Estate	Market Value

PERTINENT DATES

DATE OF INSPECTION	May 14, 2022
DATE OF REPORT	May 24, 2022
DATE OF "AS IS" VALUE	May 14, 2022

HIGHEST AND BEST USE

AS IMPROVED	NA
AS IF VACANT	Rezoning for residential development to the maximum allowable density, but in keeping with the surrounding existing neighborhood uses

PROPERTY DATA

IMPROVEMENT DATA	Briefly described, the subject consists of a campground property known as Camp Choe, owned by the Girl Scout Council of Tropical Florida, Inc. The site approximates 19.78 acres in total, of which 15 acres are designated Natural Forest Community (NFC) and approximately five acres are developed with camp uses. The property has overnight camping capacity for 164 people (100 in tents, 64 in cabins) with recreational, office, and service facilities. The site is zoned AU - Agricultural; however, the underlying land use is designated as Low Density Residential (2.5 to 6 units per acre).
SITE DESCRIPTION	The subject's site contains 861,617 SF or 19.78 acres of land.
CURRENT USE	As of the date of the value opinion(s), the subject was being used as campground/vacant land. For the purposes of this report, the subject is valued as vacant land.
ZONING	"AU," Agricultural under the jurisdiction of the Miami-Dade County.
CENSUS TRACT	12-086-0083.14

VALUE SUMMARY

"As Is" Value (5/14/2022)	
Camp Choe	
Value Assuming Continued AU Use	\$1,800,000
Value Assuming Rezoning for 59 Units	\$2,500,000
Value Assuming Rezoning for 118 Units	\$2,300,000
Final Value Opinion	\$2,500,000
As If Rezoned, 6 Units/Acres for non-NFC Area + NFC Land	
Camp Choe	
Land Value	\$3,900,000
Final Value Opinion	\$3,900,000
As If Rezoned, 6 Units/Acre, Entire Site	
Camp Choe	
Land Value	\$3,800,000
Final Value Opinion	\$3,800,000