

**RESOLUTION NO. 2018- 050**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT WITH HELEN HOMES OF WESTON DEVELOPMENT, LLC.; PROVIDING FOR THE TEMPORARY LEASE OF A PORTION OF THE UNRESTRICTED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF GRIFFIN ROAD AND SW 163<sup>RD</sup> AVENUE FOR THE STORAGE OF CLEAN FILL IN EXCHNAGE FOR THE TOWN RECEIVING FREE FILL; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Helen Homes of Weston Development, LLC. (TENANT), is in the process of developing a senior living facility upon the property located at 16025 Emerald Estate Drive, Weston, Florida; and

**WHEREAS**, TENANT seeks to lease from the Town of Southwest Ranches (LANDLORD) for one year a portion of property located on the southwest corner of Griffin Road and SW 163<sup>rd</sup> Avenue for the storage of clean fill associated with the development of their senior living facility in Weston; and

**WHEREAS**, in consideration of this lease agreement TENANT agrees to donate up to 600 loads of clean fill to LANDLORD which will be used in the construction and development of Southwest Meadows Sanctuary park; and

**WHEREAS**, the Town Council finds that a public purpose will be served by obtaining clean fill that would otherwise have to be purchased by the Town; and

**WHEREAS**, the terms and conditions of the Lease are specified in the lease agreement hereto attached as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Lease Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make

such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 3:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 12<sup>th</sup> day of April, 2018 on a motion by

C/M Schroeder and seconded by V/M Fisikelli.

McKay	<u>Yes</u>	Ayes	<u>5</u>
Fisikelli	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Schroeder	<u>Yes</u>		

Doug McKay  
Doug McKay, Mayor

Attest:  
Russell Muñiz  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff  
Keith Poliakoff, J.D., Town Attorney

## GROUND LEASE

This Ground Lease (the "Lease"), dated as of the 26<sup>th</sup> day of April, 2018, by and between **Town of Southwest Ranches, a Florida municipal corporation** ("Landlord"), and **Helen Homes of Weston Development, L.L.C.**, a Florida limited liability company ("Tenant").

### WITNESSETH

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

#### Section 1. Premises.

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, that portion of real property located on the southeast corner of Griffin Road and S.W. 163<sup>rd</sup> Avenue (16290 Griffin Road), Town of Southwest Ranches, Broward County, Florida, which is more particularly described on **Exhibit "A", attached** hereto and made a part hereof (hereinafter referred to as the "Premises").

#### Section 2. Term.

The term of this Lease will be for one year commencing on the Possession Date (the "Commencement Date"), and ending on the date which is one (1) year following the "Possession Date" (as hereafter defined) ("Expiration Date"). The Possession Date shall be the earlier of the (a) the date that Landlord grants to Tenant the right to enter the Premises for the purposes allowed under Section 5 below; or (b) the date that the Landlord confirms to Tenant that the conditions set forth in Section 6 have been satisfied. Notwithstanding any language to the contrary contained herein, in no event shall the Possession Date be more than ninety (90) days from the date of the execution of this Agreement.

If Tenant shall hold the Premises after the expiration of the Term hereof, such holding over shall be deemed to have created a tenancy from month to month upon the terms contained herein, but otherwise terminable on thirty (30) days' notice by either party to the other.

#### Section 3. As-Is.

Landlord will deliver the Premises to Tenant "As-Is", in its condition as of the Date of this Lease. Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, repair or improve the Premises.

#### Section 4. Payment

In consideration for Landlord agreeing to Lease the Premises to Tenant subject to the terms and conditions of this Lease, and as a benefit to the general public, Tenant agrees to donate to Landlord up to 600 loads of clean fill dirt for the Landlord's use in the construction and development of a portion of a public park located within the parcel of land known as Southwest Meadows Sanctuary, located in the Town of Southwest Ranches, Broward County, Florida (the "Park"), but only to the extent that Tenant has delivered such clean fill dirt to the Premises prior to the expiration or termination of the Lease. Tenant agrees to remove without cost or expense to Landlord any portion of the clean fill dirt that Landlord cannot use for the development and development of the Park.

#### Section 5. Use of Premises.

Tenant is in the process of developing a senior assisted living facility upon the property located at 16025 Emerald Estates Drive, Weston, Broward County, Florida (the "Project"). In connection with the development of the Project, Tenant will need to store up to 1200 loads of clean fill dirt ("Fill") for the Project and Tenant's sole use of the Premises shall be to store the Fill. The Fill will be placed in the area designated on **Exhibit A** and the Fill shall not be piled higher than 20 feet in height on the Premises and

it shall not be compacted. Tenant agrees that it shall not store anything other than the Fill on the Premises, No vehicles or equipment shall be stored on the Premises, except for equipment that may be temporarily needed while the fill is being delivered and removed. If no activity is occurring at the Premises no equipment or vehicles shall be located on the Premises. Tenant also acknowledges that the Premises, which are located within a public park, will continue to be open to the public during the term of this Lease.

#### **Section 6. Improvements, Alterations, Surrender.**

(a) Tenant shall, at its own cost and expense, proceed diligently to attempt to obtain any permits necessary to construct the Entrance and to store the Fill on the Premises. Landlord shall cooperate with and assist Tenant in obtaining such permits.

(b) (i) Prior to placing the Fill on the Premises, Tenant shall complete Environmental Assessments for the Premises and for the Fill that Tenant plans to store on the Premises, and Tenant shall provide copies of said reports to Landlord. Landlord acknowledges and confirms that it has received, reviewed and approved the Environmental Assessment reports prepared by A.T.M. Engineering, LLC under Project No. N/A issued April 18, 2018 (the "EA Reports". Accordingly, Landlord confirms that the conditions set forth in this subsection 6(b)(i) have been completed and satisfied.

(ii) At the time that Tenant surrenders the Premises to Landlord, Tenant shall provide Landlord with an updated Environmental Site Assessment Report for the Premises. In the event that the environmental condition of the Premises has materially and adversely changed as a result of the Fill storage, Tenant, at its sole cost and expense shall be required to remediate any such change within one hundred and twenty (120) days from the date of the updated Environmental Site Assessment Report.

(c) Prior to placing the Fill on the Premises, Tenant shall construct a demucked and road rocked entrance in the area depicted on Exhibit "A" (the "Entrance") for trucks to access the Premises to deliver the loads of Fill. Said access shall only be from Griffin Road in accordance with the plat requirements. Tenant shall furnish Landlord with the names and addresses of all contractors entering the Premises on behalf of Tenant together with copies of all construction contracts and proof of insurance, which shall name the Town as an additional insured. The Entrance shall be completed at such time and in such manner as Landlord may from time to time reasonably designate, and only by contractors or mechanics approved by Landlord, which approval shall not be unreasonably withheld, and whose work will not cause or threaten to cause disharmony or interference with Landlord or with the operation of the Park. Upon the surrender of the Premises, Tenant shall ask the Town if the Town wishes to keep the Entrance. If the Town elects to have the Entrance removed, Tenant must remove the Entrance, return the Premises to its original condition and remove all evidence of the roadway. Tenant shall provide Landlord with a performance bond in the amount of \$50,000 to provide the Landlord with assurance that Tenant shall remove the Entrance at the time of Tenant's surrender of the Premises.

(d) Tenant shall, at all times during the Term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), all improvements and landscaping at any time erected on the Premises, and shall use all reasonable precautions to prevent waste, damage or injury and Tenant shall comply with all governmental requirements in connection with the Premises and all improvements and landscaping with respect thereto.

(e) Tenant shall only access the Premises Monday through Friday from 7:00 a.m. through 5:00 p.m.

#### **Section 7. Requirements of Public Authority.**

During the Term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and Municipal Governments and of all other governmental authorities affecting the Premises or any part thereof, whether the same are in force on the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed

because of the failure of Tenant to comply with the covenants of this Section; provided, however, that nothing in this Section shall impose any liability on Tenant in connection with any costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of any failure by Landlord to comply with its obligations under this Lease or because of any conditions in existence prior to the Commencement Date.

#### **Section 8. Covenant Against Liens.**

(a) All persons to whom these presents may come are put on notice of the fact that Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises to any mechanics' or materialmen's lien or liens of any kind. All persons who may hereafter, during the continuance of this Lease, furnish work, labor, services or materials to the Premises upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the interest of Tenant, and not to that of Landlord. If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Tenant or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord). Notwithstanding the foregoing, Tenant shall promptly pay and remove all such liens if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof.

(b) If, because of any act of Landlord in violation of the terms of this Lease, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Tenant or any portion of the Premises, Landlord shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Tenant to Landlord of the filing thereof; and Landlord shall indemnify and save harmless Tenant against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Landlord or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Landlord or its designees shall conduct promptly at its own cost and expense, and free of any expense to Tenant). Notwithstanding the foregoing, Landlord shall promptly pay and remove all such liens if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof.

#### **Section 9. Assignment, Transfer and Subletting.**

Tenant shall not, without the prior written consent of Landlord, assign, transfer, license or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts).

#### **Section 10. Tenant's Insurance.**

(a) Tenant agrees that, from and after the Commencement Date, Tenant will carry at its sole cost and expense the following types of insurance, in the amounts specified and in the form hereinafter provided for, which shall name the Town as an additional insured:

1. Commercial general liability and property damage insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than \$500,000.00 with respect to injury or death of any number of persons and property damage arising out of any one occurrence and \$1,000,000.00 in the aggregate, such insurance against property damage to the Premises to afford protection to the limit of not less than \$500,000.00 with respect to any one occurrence; and if Tenant uses any business vehicles such as delivery vehicles in connection with Tenant's operation of the Premises, auto liability insurance, such insurance to afford protection to the limit of not less than \$1,000,000.00 in respect of injury or death of any number of persons arising out of any one occurrence. The insurance coverage required under this Section shall, in addition, extend to any liability of Tenant arising

out of the indemnities provided for in Section 11.

(b) All policies of insurance provided for in this Section shall be issued in a form acceptable to Landlord by sound and reputable insurance companies with a general policyholder rating of not less than A- and a financial rating of Class VII as rated in the most currently available "Best's Insurance Reports" and qualified to do business in the state in which the Premises is located. Each such policy shall be issued in the name of Tenant and name Landlord and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant as additional insured(s) and/or loss payee(s), as applicable. Said policies shall be for the mutual and joint benefit and protection of Landlord and Tenant and a certificate of insurance shall be delivered to Landlord upon or prior to delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy. Policies shall be made available to Landlord for review within ten (10) days of Landlord's written request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. Tenant will give Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse, or the effective date of any reduction in the amounts, of insurance. All such liability, property damage and other casualty policies shall be written as primary policies which do not contribute to any policies which may be carried by Landlord. All such liability and property damage policies shall contain a provision that Landlord (and any other parties in interest designated as additional insureds or loss payees thereunder), although named as an additional insured and/or loss payee, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its agents, contractors and employees by reason of the negligence of Tenant. Any insurance provided for in this Section may be effected by a policy of blanket insurance covering additional items or locations or insureds; provided, however, that (i) Landlord (and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant) shall be named as an additional insured and/or loss payee thereunder as its interest may appear; (ii) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance; (iii) any such policy or policies (except any covering the risks referred to in this Section) shall specify therein (or Tenant shall furnish Landlord a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to "tenant improvements and property" more specifically detailed in this Section; and (iv) the requirements set forth herein are otherwise satisfied.

(c) In addition to the types of insurance set forth in subsection (a) above, Tenant and Tenant's contractor shall carry workers' compensation insurance in compliance with applicable federal and state laws and with no less than statutory limits (providing a waiver of subrogation in favor of Landlord) and employer's liability insurance with limits of not less than \$500,000.00 per person or \$1,000,000.00 per accident or disease in the relevant jurisdiction.

(d) Tenant shall furnish to the Landlord, certificates of insurance (or a web-based insurance system) or endorsements evidencing the insurance coverages specified by this Section on or prior to the Effective Date of this Lease. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall insure the Landlord and Tenant as their interest may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Tenant and Landlord (as their interest may appear).

(e) Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under any other provision of this Lease.

## **Section 11. Indemnification and Waiver of Liability.**

Neither Landlord nor Landlord's indemnitees will be liable for and Tenant will indemnify and save harmless Landlord and Landlord's indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease. If any action or proceeding will be brought by or against Landlord or any Landlord indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord indemnitee. The provisions of this paragraph will apply to all activities of Tenant or any Tenant representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord indemnitee will be liable in any manner to Tenant or any Tenant representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, unless such loss or damage is caused by the willful misconduct, or gross negligence of Landlord or any Landlord indemnitee. In no event will Landlord or any Landlord indemnitee be liable in any manner to Tenant or any Tenant representative as the result of the acts or omissions of Tenant or a Tenant representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only, and neither Landlord nor any Landlord indemnitee will be liable for any damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnatee.

## **Section 12. Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease:

(i) **Non-performance.** If Tenant fails to comply with any terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for fifteen (15) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within fifteen (15) days, Tenant has not, in good faith commenced within the fifteen (15) day period to remedy such failure and continued diligently and continuously to prosecute the same to completion; or

(ii) **Abandonment.** If Tenant abandons the Premises.

(b) **Right to Terminate Lease and Reenter.** If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on fifteen (15) days' notice to Tenant, declare this Lease terminated at the expiration of such fifteen (15) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant.

(c) **Landlord's Right to Restore and Tenant's Liability for Expenses.** In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the

obligation, to make repairs to the Premises required to restore them to the condition the same should be prior to the term of the Lease. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all repairs.

(e) **Right to Injunction.** In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord will have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings, and other remedies were not provided. Mention in this Lease of any particular remedy will not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

**Section 13. Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the value of the payment to Landlord, as consideration for this Lease, as set forth in Section 4 above. Tenant will not look to the property or assets of the Landlord or of any employees, officials, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an employee, official, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

**Section 14. Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: TOWN OF SOUTHWEST RANCHES  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Attn.: Andy Berns, Town Administrator

If to Tenant: HELEN HOMES OF WESTON DEVELOPMENT, LLC  
10850 SW 113 Place  
Miami, FL 33176  
Attn: Oscar Roiz,  
Chief Financial Officer

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

**Section 15. Broker.** Each Landlord and Tenant each represents and warrants to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby and each otherwise agrees to and does hereby indemnify and hold the other harmless against the payment of any other commission to any person or entity claiming by, through or under Landlord or Tenant, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims.



**Section 16. Tenant's Right to Quiet Enjoyment.** Upon faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

**Section 17. Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be

exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(k) **Inspection, Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(m) **Surrender.** Any other act or thing done by Landlord or any agent, employee or representative of Landlord will not be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(n) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

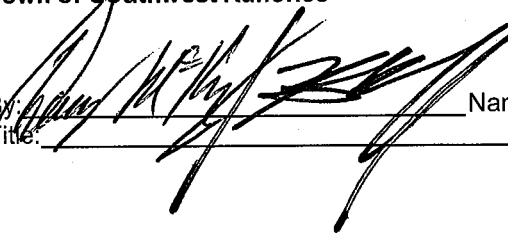
(q) **Time of the Essence.** Time is of the essence of this Lease. The term "Execution Date" shall be the date on which the last one of Landlord or Tenant has signed or initialed and delivered this Lease to the other party.

(r) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


LANDLORD:

**Town of Southwest Ranches**

By:  Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

**Helen Homes of Weston Development,  
LLC, a Florida limited liability company**

By: Jacob Stephan  Name: \_\_\_\_\_  
Title: C.E.O.

# EXHIBIT A

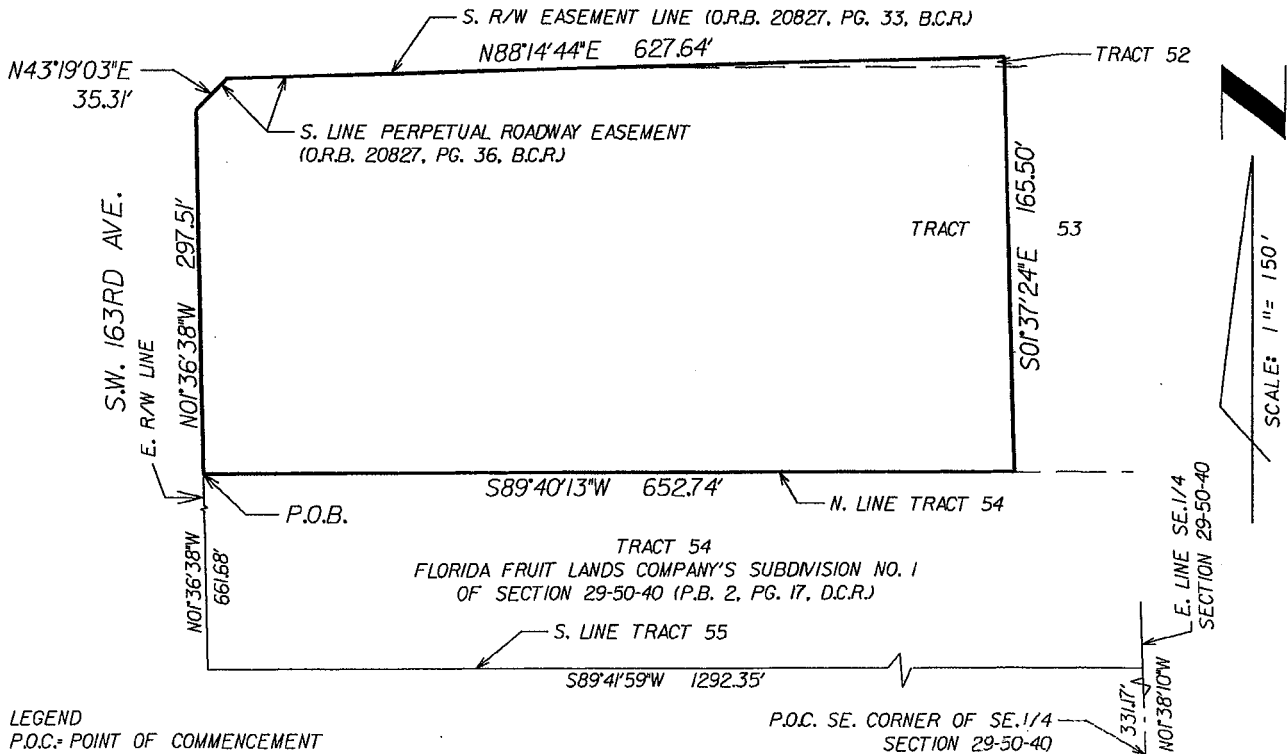
**DESCRIPTION**

THOSE PORTIONS OF TRACTS 52 AND 53 OF THE S.E. 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 29; THENCE RUN NORTH 01°38'10" WEST (BASIS OF BEARINGS) 331.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29, TO AN INTERSECTION WITH THE SOUTH LINE OF TRACT 55, ACCORDING TO SAID PLAT; THENCE RUN SOUTH 89°41'59" WEST 1292.35 FEET ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SW. 163RD AVENUE, AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 5226 AT PAGES 628 THROUGH 636 INCLUSIVE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 01°36'38" WEST 661.68 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°36'38" WEST 297.51 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PERPETUAL ROADWAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 43°19'03" EAST 35.31 FEET ALONG SAID SOUTH LINE; THENCE RUN NORTH 88°14'44" EAST 627.64 FEET ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THAT CERTAIN RIGHT-OF-WAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 01°37'24" EAST 165.50 FEET TO AN INTERSECTION WITH THE NORTH LINE OF TRACT 54, ACCORDING TO SAID PLAT; THENCE RUN SOUTH 89°40'13" WEST 652.74 FEET ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 215,404 SQUARE FEET OR 4.945 ACRES, MORE OR LESS.

**GRIFFIN ROAD**



- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - O.R.B. = OFFICIAL RECORDS BOOK
  - P.B. = PLAT BOOK
  - D.C.R. = DADE COUNTY RECORDS
  - B.C.R. = BROWARD COUNTY RECORDS

BY: *Mark D. Sturgis* 4-24-08  
 MARK D. STURGIS  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4829  
 STATE OF FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS IS NOT A SKETCH OF SURVEY, IT IS ONLY THE GRAPHIC REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.

SOUTHWEST MEADOWS SANCTUARY PLAT		SKETCH AND DESCRIPTION	
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA		PARCEL A	
WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS 111 N.E. 44th STREET, OAKLAND PARK, FL 33334 954-771-7440 FAX: 954-771-0298	EB-0002995	DRAWN: CEG DATE: 4-23-08	PROJECT NUMBER SHEET
	LB-0002995	CHECKED: DATE:	508-0003 1 OF 1

## CHARITABLE PLEDGE AGREEMENT

This Charitable Pledge Agreement ("Pledge") is entered into as of April 12, 2018, by and between HELEN HOMES OF WESTON DEVELOPMENT, L.L.C., a Florida limited liability company ("Donor"), and ASTER KNIGHT PARKS FOUNDATION, INC., a Florida not for profit corporation, doing business as Southwest Ranches Parks Foundation ("Donee").

### Recitals

A. Donor and Town of Southwest Ranches ("Southwest Ranches") are entering into that certain Ground Lease dated April 12, 2018 (the "Lease"), pursuant to which Southwest Ranches is leasing to Donor a portion of property within the Southwest Meadows Sanctuary for Donor to use to store clean fill dirt for the development of a senior living facility in Weston, Florida. Donor is conveying to Southwest Ranches an amount up to 600 loads of clean dirt for use in the construction and development of a portion of property located within the park known as the Southwest Meadows Sanctuary.

B. Donee is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code") that has as its primary charitable purpose the conservation of scenic landscapes, natural habitats and environmentally sensitive areas in Southwest Ranches, Florida, including but not limited to the Southwest Meadows Sanctuary.

C. Donor desires to donate to Donee and Donee desires to accept from Donor funds ("Donated Funds") to support the development of any and all parks located in Southwest Ranches, Florida.

In consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment of the Pledge. The Donated Funds shall be in the amount of \$60,000.00 to be paid as follows:

a) Within three days after the effective date of this Pledge, Donor shall pay to Donee the amount of \$30,000.00; and

b) On or before the Expiration Date, Donor shall pay to Donee an additional amount of \$30,000.00; and

c) In the event that Donor holds over, Donor shall pay to Donee an additional amount of \$5,000.00 per month for each additional month the Lease remains in effect thereafter.

2. Restrictions. Donee agrees that the Donated Funds and accrued interest or investment earnings, if any, will be used by Donee for the sole and exclusive purpose of funding Donee's activities and responsibilities related to or arising from the development of any and all parks located in Southwest Ranches, Florida.

3. Binding Agreement. This Pledge is and shall be legally binding and enforceable at law and equity.

4. Recognition by the Donee. To honor Donor, and to express the appreciation of Donee, publicity in the form of news announcements, both internal and external, may be made by Donor and Donee, with the prior approval of both parties.

5. Condition. This Pledge is subject to the condition that Donee is a non-profit corporation having a tax-exempt status under Section 501(c)(3) of the Code and which is a "qualified organization" under Section 170(h)(3) of the Code.

6. No Goods or Services Acknowledgement. Donee has not provided, nor will it provide, any goods or services in return for the donation of the Donated Funds. Donee will provide a written letter acknowledging to Donor the foregoing within five (5) business days following release of the Donated Funds to Donee.

7. Assignment. Neither party may assign any of its rights or obligations under this Pledge, including by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment in violation of this provision is void.

8. Amendment. This Pledge may not be amended or modified except by a written document signed by Donor and Donee.

9. Governing Law. This Pledge shall be governed by and enforceable in accordance with the laws of the State of Florida.

10. Binding Effect: This Pledge shall be binding upon Donor, and its heirs, legal representatives, successors and assigns.

11. Notice: Any notice, delivery, or other communication pursuant to this Pledge shall be in writing and shall be deemed to be properly given if delivered, mailed, or sent by email or facsimile transmission in the manner provided in this paragraph, to the following persons:

If to Donor: Helen Homes of Weston Development, L.L.C.  
Attn: Oscar Roiz, Chief Financial Officer  
10850 SW 113 Place  
Miami, FL 33176  
Phone: 305-270-7048 Fax:  
Email: oscar@thepalaceus.com

If to Donee: Aster Knight Parks Foundation, Inc.  
17611 SW 48 Street  
Southwest Ranches, FL 33331  
Attn: Andy Berns  
Phone: (954) 434-0008  
Fax: (954) 434-1490  
Email: AbernS@SouthwestRanches.org

Any party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph. If sent by mail, any notice, delivery, or other communication shall be effective upon delivery or refusal of delivery after deposit with reputable overnight courier such as FedEx or UPS or deposit with the United States mail, certified, with postage prepaid, and addressed as set forth above. Notices sent by email or facsimile transmission shall be deemed received on the next business day after transmission. Facsimile machines used for fax notice must generate a "Transmission Record" stating the telephone number of the receiving fax, number of pages sent out, date and time of transmission and indication of any transmission errors. Email transmission will be deemed effective if the email is properly addressed and the sender does not receive a delivery failure notice.

12. Headings: The headings used in this Pledge have been included for convenience of reference only and do not define or limit the provisions thereof.

13. Entire Agreement: This Pledge constitutes the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this Pledge.

*[Signatures follow on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Pledge, intending to be legally bound.

**DONOR:**

HELEN HOMES OF WESTON DEVELOPMENT,  
LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: JACOB Shelton  
Title: C.E.O

**DONEE:**

ASTER KNIGHT PARKS FOUNDATION, INC., a  
Florida not for profit corporation

By: \_\_\_\_\_  
Name: ASTER KNIGHT  
Title: PRESIDENT