

## REAL ESTATE TRANSFER AND PRESERVATION AGREEMENT

This Real Estate Transfer and Preservation Agreement made as of this 28<sup>th</sup> day of April, 2017 by and between JAMES A. HURCHALLA, as Trustee of the Janet Reno Revocable Trust dated May 17, 2008 (herein "RENO TRUST"), whose address is 202 SE Edgewood Drive, Stuart, Florida 34996 and THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, a Florida educational institution and political subdivision of the State of Florida (herein "COLLEGE") whose address is 300 N.E. 2nd Street, Room 1473, Miami, Florida 33132,

## WITNESSETH:

WHEREAS, the RENO TRUST owns the real property located at 11200 S.W. 88<sup>th</sup> Street, Miami, Florida, legally described on Exhibit A (herein "Subject Property"), and

WHEREAS, Janet Reno's intent and direction as reflected in the RENO TRUST is that the Subject Property be maintained as is in perpetuity, and to effectuate that end Janet Reno in the RENO TRUST has designated University of Miami (herein "UM") as the recipient to effectuate that purpose; and

WHEREAS, UM has advised that it cannot accept the Subject Property due to the requirement of maintaining the Subject Property as is in perpetuity; and

WHEREAS, the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, will be requested to enter an Order modifying the RENO TRUST to substitute COLLEGE for UM as the recipient of the Subject Property. A copy of the proposed Order is attached as Exhibit "B"; and

WHEREAS, COLLEGE, to effectuate Janet Reno's purposes set forth above and in the RENO TRUST, is hereby entering into this Agreement to confirm that COLLEGE will take ownership and control of the Subject Property in order to effectuate Janet Reno's intent as set forth in the RENO TRUST, including the requirement to own and preserve in perpetuity the Subject Property; and

WHEREAS, to effectuate the above, the RENO TRUST desires to give, transfer and convey the Subject Property as soon as possible to COLLEGE, all as set forth herein, and

WHEREAS, the parties desire to enter into this Agreement to formalize the terms and conditions of the referenced transfer and retention of possession.

NOW, THEREFORE, to effectuate the intent of Janet Reno as provided in the RENO TRUST, it is agreed as follows:

1. At the Closing Date (herein defined), and subject to the terms and conditions set forth herein, and further subject to entry of the Court Order referred to above substantially in the form set forth in Exhibit "B", RENO TRUST will transfer and convey all of the interest of



RENO TRUST in and to the Subject Property to COLLEGE by Trustee's Deed in form attached hereto as Exhibit "C".

2. Ann McDade (widow of Mark Reno) currently resides in the Subject Property and will be permitted to continue to so reside until November 7, 2017, provided any such residency shall be at her own risk without any recourse against the College. Ann McDade shall be responsible to secure and insure her own personal property, and will pay for all utilities supporting such property until November 7, 2017, or until she earlier permanently leaves the Subject Property. Ann McDade shall also be responsible during the period of her residency on the Subject Property to pay for the routine cleaning and minor maintenance of the house on the Subject Property. COLLEGE will be responsible to pay for all major repairs to the premises on the Subject Property. However, in no event shall the College be responsible to make major repairs to the Subject Property which are the direct or indirect result of the negligent or intentional acts of Ann McDade or any visitor or guest authorized on the Subject Property by Ann McDade.

3. On the Closing Date and recording of the Deed referred to in Paragraph 1 herein, COLLEGE shall assume responsibility for all expenses in connection with the maintenance and operation of the Subject Property, subject to the terms of paragraph 2 herein. COLLEGE and its successors and assigns, agree that the following restrictions on the use and operation of the Subject Property shall run with the land and shall be binding on COLLEGE and its successors and assigns:

a. COLLEGE shall preserve and maintain the Subject Property in perpetuity and shall not sell or otherwise transfer the Subject Property or any portion thereof. For purposes of this subparagraph (a), Subject Property shall include the main residential dwelling, the chickee, the log cabin and the woods on the real estate legally described on Exhibit "A". The woods shall be maintained in such a manner as to preserve the general nature of the foliage and habitat currently present on the Subject Property.

b. COLLEGE may utilize the Subject Property for educational, and cultural uses, and for any such other uses as it deems appropriate so long as such use does not destroy the Subject Property or its unique character. The Subject Property is to be opened to the public for any special public events that are held by COLLEGE.

c. In the event any structure on the Subject Property is deemed unsafe or uninhabitable, or is damaged or destroyed to the extent where repair is impossible, impractical or unreasonable ("Affected Structure"), COLLEGE is permitted to demolish and replace the Affected Structure with new construction which shall be compliant with the then applicable building code. For the purposes of the above sentence, the terms "impractical or unreasonable" are agreed to mean that the repair of any one structure on the Subject Property would cost in excess of \$100,000.00. All efforts shall be made to repair and not demolish the Affected Structure. COLLEGE shall make reasonable efforts to recreate the general condition and physical appearance of the Affected Structure and to maintain the unique character of the Subject Property.

d. Should the COLLEGE determine that any of the structures, other than the main house, located on the Subject Property are not conducive to activities for which this gift is intended, the COLLEGE is permitted to construct new structures which shall make reasonable attempts to maintain the general exterior condition, physical appearance and character of the Subject Property. Any such new structure shall be of such size and location as to not interfere with the operation and general appearance of the main house and its immediate visible surroundings.

e. Any action to remedy an alleged breach of the conditions set forth in this paragraph 3 must be brought in the Circuit Court in and for Miami-Dade County, Florida and shall only be brought by no less than a majority of the named beneficiaries identified in the second paragraph of Article III of the RENO TRUST. For this purpose, a majority in interest of the lineal descendants of a deceased beneficiary identified in the second paragraph of Article III of the RENO TRUST may constitute a required beneficiary referred to in the preceding sentence. However, before an action may be brought, COLLEGE must be given written notice detailing the alleged breach and be provided no less than thirty (30) days within which to cure or begin to cure the alleged breach. Remedies for an alleged breach shall be limited to an order compelling compliance by the COLLEGE with the terms of this paragraph 3.

f. In any litigation to enforce the provisions of this Agreement initiated by either party to this Agreement, or initiated by beneficiaries permitted by and pursuant to paragraph 3 (e) of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties its costs and fees, including reasonable attorney's fees, incurred in conducting such litigation and any appeals.

4. COLLEGE shall insure the Subject Property for fire, windstorm and all other insurable perils at full insurable value. If any buildings or structures on the Subject Property are not up to the current Florida Building Code, the COLLEGE may limit insurance coverage to actual cash value. Further, COLLEGE shall engage a termite protection entity to prevent and treat for termites as deemed reasonably necessary by the COLLEGE.

5. COLLEGE may pave the driveway from the Western edge of SW 112 Avenue for a distance of 50 feet. The remaining portion of the driveway is not to be paved but may be improved by grading and/or gravel and parking may be provided for.

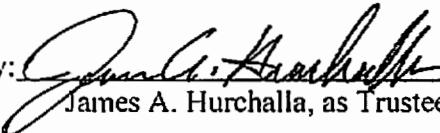
6. The only tangible personal property that will be left on the Subject Property on the Closing Date for the use of COLLEGE will be the long four poster bed in Janet's room and various pictures and other items as may be agreed upon by all of the heirs at law of Janet Reno and COLLEGE. With respect to such items, if COLLEGE wishes to no longer maintain any of such items on the Subject Property, then it is agreed that COLLEGE will offer ownership and control of such items to such of the then living lineal descendants of Janet Reno who indicate a willingness to accept such items. For this purpose, COLLEGE will be provided, at closing, with the names, addresses, relationships, phone numbers and emails for each then living lineal descendent of Janet Reno ("Lineal Descendant Contact List"). Each lineal descendant shall have the continued responsibility to provide COLLEGE with updated information for the Lineal Descendant Contact List. In the event none of the living lineal descendants of Janet Reno, as

identified on the Lineal Descendant Contact List, desire the ownership or control of such items, or do not respond to the COLLEGE's offer within 30days from the date of the COLLEGE's offer, the COLLEGE is permitted, in its sole discretion, to dispose of the items how it sees fit.

7. The Closing Date shall be as soon as possible, as determined by RENO TRUST, but in no event later than the later of 6 months after the death of RENO, or ninety (90) days after any modification of the RENO TRUST becomes final as a result of any judgment rendered, referred to in the Fourth Whereas Clause of this Agreement, by a court of competent jurisdiction and the exhaustion of any appeals thereof.

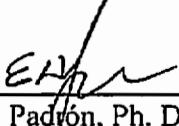
IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Transfer and Preservation Agreement as of the date set forth above.

JANET RENO REVOCABLE TRUST

By:   
James A. Hurchalla, as Trustee

Date: 4-28-17

THE DISTRICT BOARD OF TRUSTEES  
OF MIAMI-DADE COLLEGE

By:   
Eduardo J. Padrón, Ph. D.  
Secretary to the Board and  
Miami Dade College President

Date: 4/7/17

Legal Description of Reno Ranch located at 11200 S.W. 88th Street, Miami, Florida

**The E ½ of the E ½ of the NE ¼ of the NW 1/4, less the South 620 feet and less the North 255.02 feet thereof,**

**AND:**

**The East 33.65 feet of the W ½ of the E ½ of the NE ¼ of the NW ¼, less the South 620 feet and less the North 255.02 feet thereof, all in Section 6, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.**

Exhibit A  
To Real Estate and Transfer Agreement