

**Prepared by and return to:**

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**Miami, FL 33134**  
**305-373-4000**  
**File Number: 9808-1**  
**Folio Number: 30-5006-000-0640**

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## **Trustee's Distributive Deed**

**(This Deed was prepared without benefit of title search.)**

This Trustee's Distributive Deed made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between James Alan Hurchalla as successor Trustee of the Janet Reno Revocable Trust dated May 17, 2008 (the "Grantor") whose post office address is 202 SE Edgewood Drive, Stuart, FL 34996, Grantor, and The District Board of Trustees of Miami-Dade College, Florida, a body corporate and political subdivision of the State of Florida (the "Grantee") whose post office address is 300 N. E. Second Street, Room 1473, Miami, FL 33132, Grantee:

(Whenever used herein the terms grantor and grantees include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

### **WITNESSETH**

Whereas, the Janet Reno Revocable Trust dated May 17, 2008 (herein "Reno Trust") was modified by that certain Order Modifying Trust pursuant to Cy Pres Doctrine, dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Public Records of Miami Dade, County, Florida, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; and

Whereas, the above referenced Order changes the beneficiary of the Real Property subject to this Trustee's Distributive Deed (herein "Subject Property") from the University of Miami to the District Board of Trustees of Miami Dade College, Florida due to the fact that the University of Miami has advised in writing that it is unable to accept a bequest of the Subject Property due to the restrictions to the Subject Property's subsequent use as provided in the Reno Trust and as provided hereinafter in this Trustee's Distributive Deed.

NOW THEREFORE, in order to comply with the intent of Janet Reno as set forth in the Reno Trust with regard to the real estate described herein and in order to comply with the Order referred to above, Grantor hereby conveys to Grantee all of Grantor's right, title and interest in and to the Subject Property, being the real property situated in Miami Dade County, Florida, described as follows:

The E 1/2 of the E 1/2 of the NE 1/4 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 1/2 of the E 1/2 of the NE 1/4 of the NW 1/4, 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**

"C"

Folio Number: 30-5006-000-0640

Property Address: 11200 S. W. 88 Street, Miami, FL 33176-1108

**Subject To:**

1. Taxes for the year 2017 and subsequent years;
2. Restrictions, reservations, limitations and easements of record, without in any manner imposing or reimposing same;
3. All applicable zoning ordinances, without in any manner imposing or reimposing same; and
4. The following restrictions which run with the land:

**APPLICABLE RESTRICTIONS**

a. Grantee 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 above. 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. Grantee 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 Grantee.

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"), Grantee 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" 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. Grantee 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 Grantee 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 Grantee 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 above 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, Grantee

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 Grantee with the terms set forth above.

f. In any litigation to enforce the provisions set forth above initiated by either party to this Trustee's Distributive Deed, or initiated by beneficiaries permitted by and pursuant to paragraph e above, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties costs and fees, including reasonable attorney's fees, incurred in conducting such litigation and any appeals.

**Together** with: (i) any and all structures and improvements on the Subject Property and (ii) all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

And Grantor covenants with Grantee that Grantor has lawful authority to convey the Subject Property.

And Grantor does covenant to and with Grantee that in all things preliminary to and in and about this conveyance, the Orders of the above named Court and the laws of Florida have been followed and complied with in all respects.

Because this Deed is given to evidence the distribution of assets of the decedents' revocable trust that became irrevocable at decedent's death, and involves the assumption of no mortgage, minimum state documentary stamps are affixed.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: \_\_\_\_\_

James Alan Hurchalla, as successor Trustee of the Janet Reno Revocable Trust dated May 17, 2008

Witness Name: \_\_\_\_\_

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by James Alan Hurchalla, as successor Trustee of the Janet Reno Revocable Trust dated May 17, 2008, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_