

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), Historic Westside School, LLC, a Minnesota limited liability company ("Historic Westside"), Sailboat Bend Limited Partnership, a Minnesota limited partnership ("SBLP"), Artspace Projects, Inc., a Minnesota not-for-profit corporation ("Artspace"), Village at Sailboat Bend Master Association, Inc. a/k/a Sailboat Bend Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), and Lennar Homes, LLC, a Florida limited liability company f/k/a Lennar Homes, Inc. ("Lennar") (all of which shall be collectively referred to as the "Parties" and each of them as a "Party").

Recitals

A. On or about May 10, 2006, Historic Westside, as landlord, and the County, as tenant, entered into the Ground Lease (as defined *infra*), pursuant to which the County agreed to lease the Historic School (as defined *infra*) from Historic Westside for a term of thirty-nine (39) years, for use as the offices of the County's Historical Commission (as defined *infra*).

B. On or about November 13, 2015, the County filed that certain lawsuit for damages that is currently pending against Historic Westside, SBLP, Artspace, the Master Association, and Lennar, styled *Broward County vs. Historic Westside School, LLC, et al.*, Case No. CACE-15-020215(04), in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the "Lawsuit" as defined *infra*).

C. The County alleges in the Lawsuit, among other things, that site development activities in connection with the development of the Sailboat Bend Community (as defined *infra*), the development of the Artist Lofts (as defined *infra*) upon the Lofts Site (as defined *infra*), and/or the Renovation Work (as defined *infra*) on the Historic School (as defined *infra*) altered grading and drainage flow upon the Village Property (as defined *infra*) such that surface water now flows towards and beneath the Historic School, causing wood floor buckling, VCT debonding, and other conditions which, the County alleges, have rendered the Historic School uninhabitable.

D. On or about July 2, 2018, Historic Westside filed a Counterclaim against the County in the Lawsuit for alleged breach of the Ground Lease (as defined *infra*) and for declaratory relief, alleging that the County failed to comply with its maintenance obligations under the Ground Lease.

E. The Lawsuit involves, *inter alia*:

a. the rights and obligations of the County and Historic Westside with respect to the Ground Lease and the Historic School;

b. Lennar's alleged involvement with the development of the Sailboat Bend Community, including alleged work upon or otherwise impacting the Village Property;

c. Historic Westside's Renovation Work upon the Historic School and alleged Renovation Work upon or otherwise impacting the Village Property;

d. SBLP's involvement in the development of the Artist Lofts and alleged work upon or otherwise impacting the Village Property;

e. Artspace's alleged involvement in the Renovation Work upon the Historic School and the development of the Artist Lofts, including alleged work upon or otherwise impacting the Village Property; and

f. the Master Association's rights and obligations concerning the Village Property and any impact therefrom upon the Historic School.

F. Each of the Parties has disputed and continues to dispute its respective liability for all claims and counterclaims asserted in the Lawsuit.

G. The Parties wish to fully settle and resolve all existing and potential issues between and/or among them in connection with the Lawsuit on the terms set forth in this Agreement, other than those matters specifically and expressly excluded herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Representations:** The foregoing recitals are true and correct and are hereby incorporated by reference as part of this Agreement.

2. **Definitions:**

2.1 **Artist Lofts** shall mean the affordable housing facility consisting of thirty-seven artist live/work lofts developed upon the Lofts Site, located at 1310 SW 2nd Court, Fort Lauderdale, Florida 33312.

2.2 **Amended and Restated Right of First Refusal Agreement** shall mean the agreement, attached hereto as **Exhibit A**, amending, restating, and superseding the Right of First Refusal Agreement dated May 1, 2006 between SBLP and the County.

2.3 **Declaration** shall mean the Declaration for The Village at Sailboat Bend, recorded in Official Records Book 39725, Page 959, of the Public Records of Broward County, Florida, as amended from time to time, including, without limitation, the First Amendment to the Declaration recorded in Official Records Book 41984, Page 806, of the Public Records of Broward County, Florida, and the Certificate of Amendment to the Declaration recorded at Instrument #115271730 in the Public Records of Broward County, Florida.

- 2.4 **GHP Reports** shall mean the Indoor Air Quality Assessment Report dated March 27, 2018, attached hereto as **Exhibit B**, and the Exterior Field Report No. 1 dated March 27, 2018, attached hereto as **Exhibit C**.
- 2.5 **Ground Lease** shall mean that Ground Lease agreement between the County and Historic Westside for the Historic School, dated May 10, 2006.
- 2.6 **Historical Commission** shall mean the Broward County Historical Commission.
- 2.7 **Historic School** shall mean the building commonly known and referred to as the Historic Westside School, Historic Westside Grade School, or West Side Grade School, located upon the School Site at 301 S.W. 13th Avenue, Fort Lauderdale, Florida 33312.
- 2.8 **Lawsuit** shall mean the litigation styled *Broward County vs. Historic Westside School, LLC, et al.*, Case No. CACE-15-020215(04), which is pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.
- 2.9 **Lofts Site** shall mean the real property upon which the Artist Lofts are located.
- 2.10 **Pledge Agreement** shall mean the Pledge and Assignment of Interest in Developer's Fee dated March 3, 2009 executed by Artspace in favor of the County.
- 2.11 **Renovation Work** shall mean the renovation of the Historic School pursuant to the Ground Lease.
- 2.12 **Right of First Refusal Agreement** shall mean the Right of First Refusal Agreement dated May 1, 2006 between SBLP and the County, originally recorded at Official Records Book 42006, Page 1249 of the Public Records of Broward County, Florida, and then re-recorded in order to correct the legal description at Official Records Book 42393, Page 312 of the Public Records of Broward County, Florida.
- 2.13 **Repair Work** shall mean all work or services reasonably required to effectively address, remediate, or correct any and all deficiencies or issues specified in the GHP Reports, and any and all work or services necessary to make the Historic School habitable and compliant with all applicable Florida building codes and regulations.
- 2.14 **Sailboat Bend Community** shall mean The Village at Sailboat Bend, a residential community established by the Declaration and consisting of, *inter alia*, condominium townhomes, single-family homes, the Artist Lofts upon the Lofts Site, the Historic School upon the School Site, and the Village Property.
- 2.15 **School Site** shall mean the real property upon which the Historic School is located.
- 2.16 **Village Property** shall mean the land that immediately surrounds the Historic School on all sides, which land constitutes "Common Area" of the Sailboat Bend Community pursuant to the Declaration.

3. **Terms of Settlement:** The Parties hereby covenant and agree as follows:

3.1 **Ground Lease.** The Ground Lease is hereby cancelled and terminated and shall be of no further force or effect for any purpose. Each party to the Ground Lease is forever released and discharged from any and all rights, entitlements, obligations, duties, and responsibilities set forth therein, arising therefrom, and relating thereto.

3.2 **Turnover of Historic School.** The County shall promptly coordinate the turnover and delivery of possession of the Historic School to Historic Westside and/or its agent(s)/designee(s). The County shall reasonably cooperate with all matters normally and reasonably attendant to the turnover of possession of the Historic School, including, without limitation, the transfer of possession and control of all keys, locks, alarm codes, security codes, and accounts for water, sewer, electricity, security, cable, internet, telephone, and other utilities for the Historic School. Excluding only the County artifacts and items listed on **Exhibit D** to this Agreement, all items of personal property located in or about the Historic School at the time of the delivery of possession of the Historic School to Historic Westside and/or its agent(s)/designee(s) shall be deemed abandoned by the County, and Historic Westside and/or its agent(s)/designee(s) may thereupon take possession, retain, convey, or otherwise destroy or dispose of such remaining personal property in Historic Westside's sole and absolute discretion, without any accounting or liability to the County.

3.3 **No Representation of Material Conditions.** Notwithstanding anything herein to the contrary, the County makes no representation or warranty, and expressly disclaims any representation or warranty, concerning the actual conditions within or without the Historic School and the Village Property. Prior to entering into this Agreement, the County, Historic Westside, and Artspace have had ample opportunity to perform inspections of the Historic School and the Village Property. Historic Westside agrees to accept the Historic School in the "as is" condition existing on the date the Historic School is turned over to Historic Westside.

3.4 **Repair of Historic School.** Historic Westside and Artspace shall, within eighteen (18) months after the full execution and delivery of this Agreement, complete all Repair Work. Historic Westside and Artspace, and all contractors, sub-contractors, architects, engineers, design professionals, and consultants involved in the performance of the Repair Work, shall be permitted access by the Master Association to such portions of the Village Property as may be reasonably required to complete the Repair Work. Historic Westside and Artspace shall be solely responsible for all costs and expenses, as well as any and all required jurisdictional agency approvals, in any way associated with the Repair Work. In addition, other than Historic Westside and Artspace, no other Party to this Agreement shall have liability for any of the Repair Work or any other work performed (or any issues arising therefrom) by Historic Westside and Artspace (or their contractors, sub-contractors, architects, engineers, design professionals, and consultants) under this Agreement. Notwithstanding anything contained in this Agreement to the contrary (including, without limitation, the definition of "Repair Work" in Section 2.13 of this Agreement), the County, Historic Westside, SBLP, Artspace, and the Master Association agree (and Lennar does not object) that in order to best accomplish the objectives of this Agreement, Historic Westside and Artspace,

in coordination and consultation with all contractors, sub-contractors, architects, engineers, design professionals, and consultants involved in the performance of the Repair Work, shall be afforded reasonable discretion to determine in good-faith the necessity, viability, nature, manner, and sequence of Repair Work that is reasonably required to make the Historic School habitable and compliant with all applicable Florida building codes and regulations and to effectively address, remediate, or correct the deficiencies or issues specified in the GHP Reports. Prior to performing any Repair Work upon, or directly and physically impacting any portion of, the Village Property, Historic Westside and Artspace shall inform the Master Association of the nature of that Repair Work, provide such information as the Master Association may reasonably request concerning that Repair Work, and obtain written consent from the Master Association to perform such Repair Work, which consent shall not be unreasonably withheld or delayed by the Master Association.

3.5 Inspection of Historic School. On reasonable notice to Artspace and Historic Westside, the County shall be entitled to inspect the Historic School and the Village Property as many times as reasonably requested during the performance of the Repair Work and once upon final completion of the Repair Work. Such inspections shall be performed by an engineering or architectural firm providing services to the County pursuant to a continuing services agreement, which firm shall not be any of the following: Saltz Michelson Architects, Holland Engineering, Inc., DeRose Design Consultants, Inc., Joe Cuschieri, P.E., Ph.D., or GHP Environmental + Architecture. The firm performing the inspections shall be approved by Historic Westside and Artspace in advance of the inspections, such approval not to be unreasonably withheld or delayed. If requested by the County, the firm performing the inspections pursuant to this section may provide County with any information requested by County, including periodic and/or final written reports assessing whether the Repair Work will effectively address, remediate, or correct, is effectively addressing, remediating, or correcting, or has effectively addressed, remediated, or corrected, all of the deficiencies or issues specified in the GHP Reports and whether such Repair Work has or will make the Historic School habitable and compliant with all Florida building codes and regulations. The County shall promptly deliver a copy of all such written report(s) to Artspace and Historic Westside. In the event the County believes, as a result of an inspection during or after completion of the Repair Work, that the ongoing or completed Repair Work is not sufficient or appropriate to effectively address, remediate, or correct the deficiencies or issues specified in the GHP Reports and to make the Historic School habitable and compliant with all Florida building codes and regulations, the County shall provide written notice to Historic Westside and Artspace within thirty (30) days after the inspection specifying such claimed deficiencies in the Repair Work. Upon receipt of such notice, Historic Westside, Artspace, and the County shall meet-and-confer in a good-faith attempt to determine the sufficiency of the Repair Work completed and/or to-be completed, and the need, propriety, and reasonableness of additional or different work or services to economically and efficiently accomplish the objectives of this Agreement.

3.6 County Artifacts. The County shall be entitled (in perpetuity), in its sole and absolute discretion, to permanently or temporarily display the artifacts and items (or copies or replicas thereof) listed in **Exhibit D** to this Agreement in the hallways and the main entrance of the Historic School, in a non-obstructive and non-intrusive manner that does not materially damage, alter, or impede the use of, or access to, the Historic School. The County shall, within forty-eight (48) hours after written or verbal notice is provided to Historic Westside, be granted

access to the Historic School for the purpose of inspecting, repairing, removing (permanently or temporarily), protecting, or otherwise attending to the artifacts and items listed in **Exhibit D** to this Agreement. Notwithstanding the preceding sentence, if the County reasonably believes that the artifacts or items are in danger of being damaged in any way and the County requests (in writing or verbally) access to the Historic School to address or prevent such potential damage, the County shall be entitled to enter the Historic School immediately for the sole purpose of inspecting, protecting, repairing, removing (permanently or temporarily), or otherwise attending to the artifacts and items listed in **Exhibit D**. The artifacts and items listed in **Exhibit D** are the exclusive property of the County and no other Party to this Agreement shall have any ownership interest whatsoever in any of the artifacts and items listed in **Exhibit D**. The County shall be solely responsible for the preservation, maintenance, protection, and insurance of the artifacts and items listed in **Exhibit D** to this Agreement and none of the other Parties to this Agreement shall have any responsibility whatsoever for, or liability to the County in connection with, the preservation, maintenance, protection, or insurance of the artifacts and items listed in **Exhibit D**. Notwithstanding the preceding sentence, Historic Westside shall, during any time the Historic School is not in use, keep all doors providing ingress and egress to the Historic School locked and activate the alarm system.

3.7 Historic Designation. Unless circumstances wholly outside of the control of Historic Westside and Artspace make it impossible, Historic Westside and Artspace shall ensure that the Historic School retains all current historic designations in perpetuity, which shall include, but shall not be limited to, ensuring that the Historic School remains a designated historic landmark by the City of Fort Lauderdale (and complies with the City of Fort Lauderdale's historic preservation code) and is listed on the National Register of Historic Places.

3.8 Community Room. Immediately upon the execution of this Agreement, the County shall be entitled, in perpetuity, to use the community room of the Historic School once per month for a meeting of no more than four (4) hours for one of the County's art, historic, or cultural-related agencies, divisions, boards (including but not limited to the County's Historic Preservation Board), or groups, which meeting shall take place on the third Thursday of each month from 5:00 p.m. to 9:00 p.m., *provided*, however, that during the course of performance of the Repair Work, the community room may from time to time be unavailable for such use by the County due to ongoing Repair Work. If the community room is unavailable due to the ongoing Repair Work, Historic Westside shall provide County with written notice of such unavailability at least ten (10) business days before the County's scheduled meeting in the community room. Immediately upon execution of this Agreement, the Master Association shall also be entitled to use the community room of the Historic School in order to conduct up to a total of three (3) board meetings, unit owner meetings, annual meetings, and/or budget meetings per month totaling no more than six (6) hours per month, *provided*, however, that during the course of performance of the Repair Work, the community room may from time to time be unavailable for such use by the Master Association due to ongoing Repair Work. The County and the Master Association shall be entitled to modify the date and time of their meetings in accordance with Historic Westside's rules and regulations for the reservation and use of the community room, which rules and regulations are set forth in **Exhibit E** to this Agreement. The use of the community room shall generally be governed by the rules and regulations set forth in **Exhibit E** to this Agreement, except that under *no* circumstances

shall the County ever be required to (1) pay a security deposit for the use of the community room or (2) hire a security guard(s) for the use of the community room. Notwithstanding anything contained in the rules and regulations set forth in **Exhibit E** to this Agreement to the contrary, Historic Westside may not modify or amend the rules and regulations in a manner that materially and adversely limits, reduces, impacts, or discourages the County's use of the community room. In the event of any inconsistency between the terms of this Agreement and the rules and regulations set forth in **Exhibit E** to this Agreement, the terms of this Agreement shall prevail and be given effect. Historic Westside shall ensure that each individual operating, managing, or overseeing the use of the community room is fully apprised of the information set forth in this section 3.8.

3.9 Amendment of Declaration. Within thirty (30) days of the full execution and delivery of this Agreement, the Master Association shall cause an amendment to Section 12.4 of the Declaration to be duly approved, executed, and recorded in the Public Records of Broward County, Florida, which deletes the current language of Section 12.4 in its entirety and replaces it with the following provision:

12.4 Use Restrictions. The Historic School may only be used in a manner that is compatible with and complimentary to: the continued operation of the artist live/work lofts that have been constructed on the Vacant Land; the local needs of the artists residing and working in the artist live/work lofts that have been constructed on the Vacant Land; the local needs of the Broward County artists community; the periodic use of the community room in the Historic School for the meetings of Broward County's art, historic, or cultural-related agencies, divisions, boards, or groups; the periodic use of the community room in the Historic School for the Association's board meetings, unit owner meetings, annual meetings, and/or budget meetings; or for any other use that is related to and in furtherance of the arts, culture, or historic preservation ("Permitted Use"). However, any Permitted Use which involves the intentional or incidental use or utilization of the Common Areas immediately surrounding the Historic School, other than for ingress, egress, regress, and/or as otherwise permitted by this Declaration, must first be approved by the Association.

3.10 Amended and Restated Right of First Refusal Agreement. The County and SBLP shall, concurrently with the execution of this Agreement, enter into the Amended and Restated Right of First Refusal Agreement, attached hereto and incorporated herein as **Exhibit A**. A breach of any term or condition of the Amended and Restated Right of First Refusal Agreement shall be considered a breach of this Agreement.

3.11 Pledge Agreement. The Pledge Agreement is hereby cancelled and terminated and shall be of no further force or effect for any purpose. Each Party to the Pledge Agreement is forever released and discharged from any and all rights, entitlements, obligations, duties, and responsibilities set forth therein, arising therefrom, or relating thereto. The termination of the Pledge Agreement shall have no impact on, or serve to eliminate or modify, any obligations contained in any other agreement not being terminated herein.

4. **No Admission of Fault.** By entering into this Agreement, no Party admits fault, but rather the Parties have entered into this Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing litigation.

5. **Mutual Final Releases.**

5.1 Excluding only the rights and obligations set forth in this Agreement and subject to Sections 5.2, 5.3, and 5.4 below, the Parties do respectively release, acquit, and forever discharge each other, as well as each of the other's former and present predecessors in interest, successors in interest, parent corporations, subsidiaries, affiliated entities, related entities, insurers, reinsurers, directors, officers, shareholders, board members, members, managers, partners, general partners, limited partners, special limited partners, property managers, principals, agents, representatives, heirs, employees, executors, administrators, assigns, trustees, attorneys, and, with respect to Lennar, all contractors (including subcontractors of any tier), laborers, and design professionals that provided work directly or indirectly for Lennar (collectively, the "Released Related Parties") and each of the other's Released Related Parties' former and present predecessors in interest, successors in interest, parent corporations, subsidiaries, affiliated entities, related entities, insurers, reinsurers, directors, officers, shareholders, board members, members, managers, partners, general partners, limited partners, special limited partners, property managers, principals, agents, representatives, heirs, employees, executors, administrators, assigns, trustees, and attorneys, from all claims, counterclaims, crossclaims, third-party claims, demands, damages, repairs, property damages, personal property damages, trespass damages, breach of contract damages, nuisance damages, latent defect damages, water damages, mold, mold damages, damages to the Historic School, damages to flooring, damages to furniture, damages to walls, loss of rental income, loss of use damages, loss of value damages, interest, damages resulting from violation of statute, personal injuries, medical bills, medical liens, health problems, pain and suffering, causes of action, obligations, interest, expenses, insurance coverage, indemnification, bad faith, defense and litigation costs, including attorneys' fees, paraprofessional fees, expert fees and costs, and losses of every kind and nature, whether known or unknown, seen or unforeseen, suspected or unsuspected, matured or unmatured, patent or latent, that were raised or could have been raised or asserted in the Lawsuit in connection with or that in any way concern the Historic School, the School Site, the Ground Lease, the Renovation Work, the Artist Lofts, the Lofts Site, the Village Property, and/or the Sailboat Bend Community, including, without limitation: (a) development, renovation, construction, and/or maintenance of or otherwise affecting the Sailboat Bend Community; (b) development, renovation, construction, and/or maintenance of or otherwise affecting the Artist Lofts or the Lofts Site; (c) development, renovation, construction, and/or maintenance of or otherwise affecting the Historic School or the School Site; (d) development, renovation, construction, and/or maintenance of or otherwise affecting the Village Property or any other real property located within the Sailboat Bend Community; and/or (e) the transfer of any real property within the Sailboat Bend Community by, to, or involving Lennar.

5.2 As between Lennar and the Master Association, this Agreement shall not disturb the releases made or obligations in the following settlement agreements (collectively, the “Lennar-Master Association Agreements,” and each individually, a “Lennar-Master Association Agreement”):

- (a) the Lennar-Master Association Agreement last signed by a party thereto on or around April 12, 2013 and involving the lawsuit styled *Village at Sailboat Bend Master Association, Inc. v. Lennar Homes, Inc., n/k/a Lennar Homes, LLC, Mooring Tax Assett Group, LLC a/Ida MTAG LLC, et al.*, Case No. 12-32197, filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida; and
- (b) the Lennar-Master Association Agreement last signed by a party thereto on or around January 20, 2015 and involving notices of claim made by the Master Association to Lennar pursuant to Chapter 558, Florida Statutes, the initial notice of claim made on or around May of 2010.

5.3 Unless otherwise stated herein, this Agreement shall not disturb the rights and obligations (if any) of the Parties contained in the Declaration.

5.4 Notwithstanding anything contained herein to the contrary (including anything contained in Section 5.1 of this Agreement), this Agreement shall not in any way affect, impact, disturb, release, waive, or discharge any obligations (including all maintenance and repair obligations), responsibilities, duties, rights, privileges, requirements, conditions, or matters that are set forth in any documents, agreements, or instruments relating directly to (i) the Housing Finance Authority of Broward County, Florida Variable Rate Demand Multifamily Housing Revenue Bonds, Series 2006, for the Artist Lofts, (ii) State Housing Initiative Program (SHIP) financing for the Artist Lofts, and/or (iii) HOME Investment Partnership (HOME) Program financing for the Artist Lofts, including, without limitation, the Mortgage and Promissory Note dated as of May 3, 2006, from SBLP and Artspace Fort Lauderdale, LLC in favor of the County, in the original total principal sum of one million one hundred forty-five thousand dollars and 00/100 (\$1,145,000.00), recorded at Official Records Book 42006, Page 1056, in the Public Records of Broward County, Florida. This Section 5.4 shall not apply to Lennar. For the avoidance of doubt, this Section 5.4 shall also not apply to the treatment of the Ground Lease, the Right of First Refusal Agreement, and the Pledge Agreement pursuant to Sections 3.1, 3.10, and 3.11 of this Agreement, respectively.

6. **Dismissal of Claims.** Within ten (10) days after the full execution and delivery of this Agreement, the Parties shall file a Joint Stipulation for Voluntary Dismissal of the Lawsuit With Prejudice (the “Joint Stipulation”) requesting the Court to enter an Agreed Final Order adopting the Joint Stipulation, providing for the dismissal of all claims, counterclaims, and cross-claims *with prejudice*, with each Party in the Lawsuit to bear its own attorney's fees and costs, and reserving jurisdiction to enforce the terms of this Agreement.

7. **Attorney's Fees and Costs.** As a term and condition of this Agreement, the Parties agree to bear their own respective attorney's fees and costs incurred in connection with the Lawsuit and the negotiation, preparation, consummation, and performance of this Agreement. This provision shall not apply to attorneys' fees and costs incurred in any action or proceeding brought to enforce the terms of this Agreement.

8. **Default.** In the event of a default of any of the material covenants and conditions set forth herein, as a condition precedent to the institution of any action or proceeding concerning such default, the Party or Parties claiming the occurrence of the default shall provide written notice to the defaulting Party or Parties specifying the claimed default and affording a reasonable opportunity to cure same, which cure period shall not be fewer than thirty (30) days. Notwithstanding anything herein to the contrary, in the event of a default, any provision of this Agreement that operates to release a non-defaulting Party or Parties shall remain in full force and effect and the obligations still owing amongst the non-defaulting Party or Parties shall remain in full force and effect. In the event of litigation to enforce and/or construe this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party or Parties at all trial and appellate levels.

9. **Declaration of Restrictive Covenants.** Historic Westside shall, within seven (7) days of the full execution and delivery of this Agreement, record (at Historic Westside's sole expense) the declaration of restrictive covenants attached hereto as **Exhibit F**.

10. **Authority to Bind:** The signatories hereto each warrant and represent that they are over the age of 18 and that they have the requisite authority to enter into this Agreement on behalf of the respective Party identified below, that said respective Party owns the claims released by such Party herein, and that such Party has not assigned, pledged, or otherwise conveyed the claims released herein to any other Party.

11. **Successors and Assigns.** The terms, provisions, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their successors and assigns.

12. **Full Disclosure:** The Parties are releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable, and that the Parties have had the opportunity to consult with and have in fact consulted with such experts and attorneys of their choice as they may have desired.

13. **Notice.** All notices, communications, and statements required or permitted to be made pursuant to this Agreement shall be in writing, delivered in person or sent by United States registered or certified mail, return receipt requested, with postage prepaid, or by FedEx or other similar courier service having a delivery system which provides for or makes available a signed receipt of delivery, addressed to the Parties as follows:

As to the County:

Broward County Administrator's Office
115 South Andrews Avenue, Room 421
Fort Lauderdale, FL 33301
Attn: Bertha Henry or Current Broward County Administrator

With a copy to:

Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Attn: Andrew J. Meyers or Current Broward County Attorney

As to Artspace, Historic Westside, and SBLP:

Artspace Projects, Inc.
250 Third Avenue North, Suite 400
Minneapolis, MN 55401
Attn: William Law

With a copy to:

Malvin Feinberg, P.L.
501 East Las Olas Boulevard, Suite 300
Fort Lauderdale, FL 33301
Attn: Joshua B. Feinberg

As to the Master Association:

Village at Sailboat Bend Master Association, Inc.
315 SE 12th Street
Fort Lauderdale, Florida 33316
Attn: Patrick Dirindin

With a copy to:

Kaye Bender Rembaum, P.L.
1200 Park Central Boulevard South
Pompano Beach, FL 33064
Attn: Andrew Black, Esq.

and

Eisinger, Brown, Lewis Frankel & Chalet, P.A.
4000 Hollywood Blvd., Suite 265-South
Hollywood, Florida 33021
Attn: David Chalet, Esq.

As to Lennar:

Lennar Homes, LLC
700 N.W. 107th Avenue, Suite 400
Miami, FL 33172
Attn: Danette Alfonso

With a copy to:

Duane Morris LLP
201 South Biscayne Boulevard, Suite 3400
Miami, FL 33131
Attn: Michael J. Shuman

14. **Governing Law and Venue:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the Court in which the Lawsuit was filed, which is in the Seventeenth Judicial Circuit of Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL AS TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

15. **Severability:** The Parties acknowledge and agree that if any part, term, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or in conflict with any law of the State of Florida, such provision shall be severed from the Agreement and the validity of the remaining portions or provisions shall not be affected thereby.

16. **Merger:** Except as otherwise provided in this Agreement, this Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

17. **Joint Preparation:** The Parties have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as is necessary to form a full and complete understanding of all rights and obligations contained herein. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against any of the Parties.

18. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Counterparts electronically transmitted shall be deemed as originals for all purposes.

19. **Captions:** The captions of the sections of this Agreement are for convenience only, and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.

20. **Further Assurance:** The Parties shall execute all such further instruments, and take all such further actions as may be reasonably required by that Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

21. **Modification:** None of the terms or provisions of this Agreement may be changed, waived, modified, discharged, or terminated except by a written modification executed by all Parties hereto. In addition, no Party may amend or modify the Declaration in a manner that materially and adversely limits, reduces, impacts, or discourages the County's ability to use the community room of the Historic School as set forth in this Agreement.

22. **Survival of Provisions:** All covenants, warranties, and representations contained in this Agreement shall survive the termination of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day _____, 20__, and Historic Westside School, LLC, signing by and through William Law, its Treasurer/Co-Secretary duly authorized to execute same, and Sailboat Bend Limited Partnership, signing by and through William Law, the Treasurer of its General Partner Sailboat Bend, LLC, duly authorized to execute same, and Artspace Projects, Inc., signing by and through its Chief Operating Officer William Law, duly authorized to execute same, and Village at Sailboat Bend Master Association, Inc., signing by and through its President, Patrick Dirindin, duly authorized to execute same, and Lennar Homes, LLC, signing by and through its Division President, Carlos Gonzalez, duly authorized to execute same.

SETTLEMENT AGREEMENT

(COUNTY SIGNATURE PAGE)

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County

By _____ Mayor

Board of County Commissioners

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Israel Fajardo Date
Assistant County Attorney

By _____
Michael J. Kerr Date
Deputy County Attorney

SETTLEMENT AGREEMENT

(HISTORIC WESTSIDE SIGNATURE PAGE)

Historic Westside School, LLC

By: Artspace Projects, Inc., Member

By 
(Signature)

WILLIAM LAW, MEMBER
(Type Name & Title Signed Above)

12th day of FEBRUARY, 2021

SETTLEMENT AGREEMENT

(SBLP SIGNATURE PAGE)

Sailboat Bend Limited Partnership
By: Sailboat Bend, LLC, General Partner
By: Artspace Projects, Inc., Member

By 
(Signature)

WILLIAM LAW, MEMBER
(Type Name & Title Signed Above)

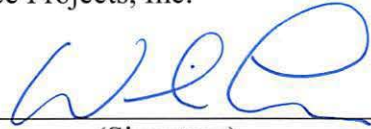
12th day of FEBRUARY, 2021

SETTLEMENT AGREEMENT

(ARTSPACE SIGNATURE PAGE)

Artspace Projects, Inc.

By



(Signature)

WILLIAM LAW, POO

(Type Name & Title Signed Above)

12th day of FEBRUARY, 2021

SETTLEMENT AGREEMENT

(MASTER ASSOCIATION SIGNATURE PAGE)

Village at Sailboat Bend Master Association,
Inc.

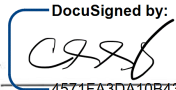
By 
(Signature)

PATRICK D. DONNELLY, PRESIDENT
(Type Name & Title Signed Above)

17 day of FEBRUARY, 2021

SETTLEMENT AGREEMENT
(LENNAR SIGNATURE PAGE)

Lennar Homes, LLC

By  VP
4571FA3DA10B43B...
(Signature)

carlos gonzalez VP

(Type Name & Title Signed Above)

17th day of february, 2021

EXHIBIT A

Amended and Restated Right of First Refusal Agreement

Record and return to:
BROWARD COUNTY ATTORNEY'S OFFICE
115 South Andrews Avenue – Room 423
Fort Lauderdale, FL 33301-1870
Attn: Israel Fajardo, Esq.

Property Appraisers Parcel I.D.
(Folio) Number(s): 5042-09-39-0090

AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AGREEMENT

This Amended and Restated Right of First Refusal Agreement (the "Agreement") between Broward County, a political subdivision of the State of Florida (the "County"), Sailboat Bend Limited Partnership, a Minnesota limited partnership ("SBLP"), and Artspace Projects, Inc., a Minnesota not-for-profit corporation ("Artspace") (together, the "Parties" and each a "Party), is effective on the date that it is fully executed by the Parties hereto (the "Effective Date").

Recitals

A. SBLP owns a thirty-seven unit affordable housing facility located in Broward County, Florida and more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "Artist Lofts").

B. The County provided SBLP with financial assistance for the purpose of developing the Artist Lofts.

C. On or about May 1, 2006, the County and SBLP entered into that certain Right of First Refusal Agreement which was originally recorded at Official Records Book 42006, Page 1249 in the Public Records of Broward County, Florida, and was then re-recorded in order to correct the legal description at Official Records Book 42393, Page 312 of the Public Records of Broward County, Florida (the "Original Agreement"), which provided the County with certain rights related to the purchase of the Artist Lofts.

D. The Parties wish to amend, restate, and supersede the Original Agreement by executing this Agreement in order to modify the rights and obligations of the Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are fully incorporated herein.

2. **Definitions.**

2.1 **Appraisal** shall mean appraisal(s) pursuant to the process set forth in Section 6.23(j)(11) of the Broward County Administrative Code.

2.2 **Appraisal Notice** shall have the meaning set forth in Section 6 of this Agreement.

2.3 **Appraisal Value** shall mean the average of the values of the Artist Lofts as derived from the Appraisal.

2.4 **Artist Lofts** shall have the meaning set forth in Recital A of this Agreement.

2.5 **Artist Lofts Base Price** shall mean the *lesser* of **(a)** the Discounted Price or **(b)** the Appraisal Value.

2.6. **Board** shall mean the Broward County Board of County Commissioners.

2.7 **County Administrator** shall mean the administrative head of the County appointed by the Broward County Board of County Commissioners.

2.8 **Discounted Price** shall mean seventy-five percent (75%) of the Offer.

2.9 **Low-Income Tenant** shall mean one or more natural persons or a family whose total annual adjusted gross household income does not exceed sixty percent (60%) of the median annual adjusted gross income for Broward County, adjusted for family size.

2.10 **Notice of Offer** shall have the meaning set forth in Section 5 of this Agreement.

2.11 **Offer** shall mean a bona fide offer made on or after May 1, 2056 to purchase the Artist Lofts which SBLP intends to accept.

2.12 **Original Agreement** shall have the meaning set forth in Recital C of this Agreement.

2.13 **Refusal Right** shall have the meaning set forth in Section 3 of this Agreement.

2.14 **Secured Debts** shall mean the debts specified in **Exhibit B** to this Agreement.

2.15 **Subordinate Mortgage** shall mean the Subordinate Mortgage and Security Agreement from SBLP in favor of Artspace, recorded at Official Records Book 42006, Page 1206 in the public records of Broward County, Florida.

3. **Grant of Refusal Right.** In the event that SBLP receives an Offer, the County shall have a right of first refusal to purchase the Artist Lofts in accordance with this Agreement (the "Refusal Right").

4. **Purchase Price for County upon Exercise of Refusal Right.** If the County exercises its Refusal Right under this Agreement, the County's purchase price for the Artist Lofts from SBLP shall be the Artist Lofts Base Price.

5. **Notice to County of Offer.** Within ten (10) days of receiving an Offer, SBLP shall deliver written notice to the County informing the County of such Offer, stating the Discounted Price, and enclosing documentation supporting the calculation of the Discounted Price (“Notice of Offer”).

6. **Appraisal; Exercise of Refusal Right.** Within ninety (90) days after receiving a Notice of Offer, the County shall, through its County Administrator, deliver written notice to SBLP specifying whether the County will perform an Appraisal of the Artist Lofts (“Appraisal Notice”). Within ninety (90) days after the timely delivery of an Appraisal Notice to SBLP in which the County indicates that it will perform an Appraisal, the County, at its own expense, shall perform the Appraisal (and deliver a copy thereof to SBLP) of the Artist Lofts; in performing such Appraisal, the County shall appraise the Artist Lofts as if the Artist Lofts were subject to an affordable housing restriction requiring that one hundred percent (100%) of the units within the Artist Lofts be rented, in perpetuity, to Low-Income Tenants.¹ Within sixty (60) days after the timely completion and delivery to SBLP of the Appraisal from which an Appraisal Value is derived, the County shall deliver to SBLP written notice stating that the County is or is not exercising its Refusal Right pursuant to this Agreement. If the County exercises the Refusal Right, the County and SBLP shall enter into a written agreement for the purchase and sale of the Artist Lofts, which written agreement shall contain such terms and conditions as are standard and customary for similar commercial transactions in Broward County, Florida. Time is of the essence as to the time periods set forth in this Section 6. The failure of the County to timely deliver an Appraisal Notice to SBLP, or to timely complete and deliver a copy of the Appraisal to SBLP, or to timely deliver written notice to SBLP stating whether or not the County is exercising its Refusal Right, shall be considered a declination and an irrevocable waiver of the County’s right to exercise the Refusal Right pursuant to this Agreement.

7. **Financial and Non-Financial Encumbrances.** Except for (i) customary easements for utilities and access that are reasonably necessary for the operation of the Artist Lofts, (ii) easements in favor of the Master Association that are set forth in the Declaration for The Village at Sailboat Bend, recorded at Official Records Book 39725, Page 959, in the Public Records of Broward County, Florida, as amended from time to time, that SBLP lacks the power to eliminate, and (iii) easements that SBLP has not caused to be created and lacks the power to eliminate, if the County exercises its Refusal Right, SBLP shall sell and convey the Artist Lofts to the County free and clear of any and all financial and non-financial encumbrances, claims, liens, mortgages, and security interests.

8. **Secured Debts.** SBLP shall not, without the express written consent of the County, increase, add to, or refinance the Secured Debts or any other debts currently encumbering the Artist Lofts, which consent shall not be unreasonably withheld or delayed by the County. In addition, notwithstanding anything contained in this Agreement, SBLP shall not allow or cause any financial

¹ The requirement that the Artist Lofts must be appraised as if the Artist Lofts were subject to an affordable housing restriction requiring that one hundred percent (100%) of the units within the Artist Lofts be rented, in perpetuity, to Low-Income Tenants shall be binding even if no rental or income restrictions are in effect for the Artist Lofts during or after the Appraisal is performed.

encumbrances to be placed on the Artist Lofts (including using the Artist Lofts as security for any loans or the refinancing of any loans) without the express written consent of the County, which consent shall not be unreasonably withheld or delayed by the County. SBLP hereby agrees that one hundred percent (100%) of any monies borrowed against the Artist Lofts shall be used for the maintenance, protection, upkeep, repair, and/or improvement of the Artist Lofts. The County shall have the right to audit the books, records, and accounts of SBLP for the purpose of ensuring that one hundred percent (100%) of any monies borrowed against the Artist Lofts is used for the maintenance, protection, upkeep, repair, and/or improvement of the Artist Lofts. SBLP shall keep such books, records, and accounts as may be necessary for the County to ensure compliance with this Section 8.

9. **Subordination.** Artspace and SBLP agree that the Subordinate Mortgage shall be subordinate, inferior, and subject to this Agreement. The aforesaid subordination shall be effective without the execution and delivery of any other instruments.

10. **Covenants Run with Land.** The covenants set forth in this Agreement shall run with the land to the fullest extent permitted by law and equity, but shall terminate and expire upon the County either (i) exercising its Refusal Right and consummating a purchase of the Artist Lofts, or (ii) declining to exercise its Refusal Right. All covenants shall inure to the benefit of the County and shall bind and be enforceable against SBLP and its successors, assigns, transferees, grantees, and any future owners of the Artist Lofts. If SBLP (or any subsequent owner of the Artist Lofts) sells or transfers the Artist Lofts (or any portion thereof) prior to May 1, 2056, SBLP (or any subsequent owner of the Artist Lofts) shall, as a condition of such sale or transfer, require that the purchaser or transferee of the Artist Lofts (or any portion thereof) expressly assume this Agreement (and all obligations herein). In addition, if SBLP (or any subsequent owner of the Artist Lofts) intends to sell or transfer the Artist Lofts (or any portion thereof) prior to May 1, 2056, SBLP (or any subsequent owner of the Artist Lofts) shall provide County, at least thirty (30) days prior to such sale or transfer, written notice informing the County of the anticipated sale or transfer. SBLP (or any subsequent owner of the Artist Lofts) shall, immediately upon request from County, provide County with any documents reasonably requested, including, but not limited to, any purchase and sale documents, in order for the County to ensure that the purchaser or transferee of the Artist Lofts (or any portion thereof) is assuming this Agreement as contemplated herein. The failure of any person or entity to comply with any provision of this Agreement shall not, in any way, inhibit or prevent any covenants in this Agreement from running with the land as set forth herein. SBLP shall, within ten (10) days after the execution of this Agreement, record (at SBLP's expense) this Agreement in the Public Records of Broward County.

11. **Representations and Warranties.** SBLP and Artspace hereby warrant and represent that there are no contracts, documents, encumbrances, liens, mortgages, or property interests which in any way limit or inhibit the County's ability to exercise its Refusal Right under this Agreement. In addition, SBLP and Artspace hereby warrant and represent that there are no mortgages encumbering the Artist Lofts except for those mortgages referenced in Exhibit B. SBLP and Artspace will, prior to the execution of this Agreement, obtain all consents, waivers, subordinations, approvals, and agreements, if any, that are necessary for this Agreement to be

binding and enforceable. In addition, SBLP shall, within thirty (30) days after the execution of this Agreement, provide the County with written notice specifying the amounts of the Secured Debts as of the date of such written notice.

12. **Dissolution; Other Business Activities.** SBLP shall not, unless consented to in writing by the County, which consent shall not be unreasonably withheld or delayed, (i) engage in any dissolution, liquidation, consolidation, or merger with or into any other entity, or (ii) engage in any business activity not related to the ownership and operation of the Artist Lofts.

13. **Time of the Essence.** Time is of the essence with respect to all specified time deadlines contained in this Agreement.

14. **Notice.** All notices, communications, and statements required or permitted to be made pursuant to this Agreement shall be in writing, delivered in person or sent by United States registered or certified mail, return receipt requested, with postage prepaid, or by FedEx or other similar courier service having a delivery system which provides for or makes available a signed receipt of delivery, addressed to the Parties as follows:

As to the County:

Broward County Administrator's Office
115 South Andrews Avenue, Room 421
Fort Lauderdale, FL 33301
Attn: Bertha Henry or Current Broward County Administrator

With a copy to:

Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Attn: Andrew J. Meyers or Current Broward County Attorney

As to SBLP and/or Artspace:

Sailboat Bend Limited Partnership
c/o Artspace Projects, Inc.
250 Third Avenue North, Suite 400
Minneapolis, MN 55401
Attn: William Law

With a copy to:

Malvin Feinberg, P.L.
501 East Las Olas Boulevard, Suite 300
Fort Lauderdale, FL 33301
Attn: Joshua B. Feinberg

15. **Authority to Bind.** The signatories hereto each warrant and represent that they are over the age of 18 and that they have the requisite authority to enter into this Agreement on behalf of the respective Party identified below.

16. **Governing Laws; Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL AS TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

17. **Severability.** The Parties acknowledge and agree that if any part, term, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or in conflict with any law of the State of Florida, such provision shall be severed from the Agreement and the validity of the remaining portions or provisions shall not be affected thereby.

18. **Merger.** This document incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

19. **Joint Preparation.** The Parties have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as is necessary to form a full and complete understanding of all rights and obligations contained herein. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against any Party.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

21. **Captions.** The captions of the sections of this Agreement are for convenience only, and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.

22. **Further Assurance.** The Parties shall execute all such further instruments, and take all such further actions as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

23. **Modification.** None of the terms or provisions of this Agreement may be changed, waived, modified, discharged, or terminated except by a written modification executed by all Parties hereto.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day _____, 20__, Sailboat Bend Limited Partnership, signing by and through William Law, the Treasurer of its General Partner Sailboat Bend, LLC, duly authorized to execute same, and Artspace Projects, Inc., signing by and through its Chief Operations Officer William Law, duly authorized to execute same.

AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AGREEMENT
(COUNTY SIGNATURE PAGE)

ATTEST:

**BROWARD COUNTY, by and through
its Board of County Commissioners**

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Israel Fajardo (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AGREEMENT

(SBLP SIGNATURE PAGE)

WITNESSES:

SAILBOAT BEND LIMITED PARTNERSHIP

By: Sailboat Bend, LLC,
its General Partner

Connor Robison
Signature of Witness

Connor Robison
Print Name of Witness above

[Signature]
Signature of Witness

Gregory L. Hendberg
Print Name of Witness above

By [Signature]
(Signature)

WILLIAM LAW, TREASURER
(Print Name and Title of Signatory)

12th day of FEBRUARY, 2021.

STATE OF Minnesota

COUNTY OF Hennepin

On this, the 12th day of February, 2021, before me, the undersigned officer, personally appeared William Law, who acknowledged himself to be the Treasurer of Sailboat Bend Limited Partnership, a Minnesota limited partnership, and that she as such officer executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Sworn to and subscribed to before me
this 12th day of February, 2021.

[Signature]
Notary Public
My Commission Expires: 1-31-2021


AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AGREEMENT

(ARTSPACE SIGNATURE PAGE)

WITNESSES:

ARTSPACE PROJECTS, INC.

By:



Signature of Witness

Connor Robinson

Print Name of Witness above



Signature of Witness

Gregory L. Hendrick

Print Name of Witness above

By 

(Signature)

WILLIAM LAW, COO

(Print Name and Title of Signatory)

12th day of FEBRUARY, 2021.

STATE OF Minnesota


COUNTY OF Hennepin

On this, the 12th day of February, 2021, before me, the undersigned officer, personally appeared William Law, who acknowledged himself to be the Treasurer of Artspace Projects, Inc., a Minnesota not-for-profit corporation, and that she as such officer executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sworn to and subscribed to before me
this 12th day of February, 2021.





Notary Public
My Commission Expires: 1-31-2023

EXHIBIT "A"

Artist Lofts

A portion of Parcel A, ADMINISTRATIVE FACILITY, according to the plat thereof, as recorded in Plat Book 137, Page 19, of the public records of Broward County, Florida, and being more fully described as follows:

Beginning at the most Easterly Northeast corner of said Parcel A; thence South 00° 00' 00" West, on the East line of said Parcel A, a distance of 148.33 feet; thence North 90° 00' 00" West, a distance of 223.00 feet; thence South 00° 00' 00" West, a distance of 16.00 feet; thence North 90° 00' 00" West, a distance of 14.00 feet; thence North 00° 00' 00" East, a distance of 16.00 feet; thence South 90 00' 00" East, a distance of 6.00 feet; thence North 00° 00' 00" East, a distance 168.08 feet, to a point on the North line of said Parcel A; thence North 89° 56' 00" East, on said North line, a distance of 210.98 feet; thence South 45° 02' 00" East, on a boundary line of said Parcel A, a distance of 28.30 feet to the Point of Beginning.

Site Address: 1310 SW 2 Court, Fort Lauderdale, Florida 33312

Folio No. 5042-09-39-0090

EXHIBIT "B"

Secured Debts

1. Promissory/Mortgage Note dated as of May 1, 2006, from Sailboat Bend Limited Partnership in favor of Housing Finance Authority of Broward County, Florida, in the original principal sum of five million five hundred thousand dollars and 00/100 (\$5,500,000.00), secured by that First Mortgage, Security Agreement and Fixture Filing dated as of May 1, 2006, recorded at O.R. Book 42006, Page 620 in the Public Records of Broward County, Florida.

2. Irrevocable direct pay letter of credit enhancing the Housing Finance Authority of Broward County, Florida Variable Rate Demand Multifamily Housing Revenue Bonds, Series 2006 (Sailboat Bend Artist Lofts), from Citibank, N.A. in favor of The Bank of New York Trust Company of Florida, N.A. as trustee in the original stated amount of five million five hundred and sixty-three thousand two hundred and eighty-eight dollars and 00/100 (\$5,563,288.00), and Reimbursement Agreement dated as of May 1, 2006, by and between Citicorp USA, Inc. and Sailboat Bend Limited Partnership, secured by that Second Mortgage, Security Agreement and Fixture Filing dated as of May 1, 2006, recorded at O.R. Book 42006, Page 663 in the Public Records of Broward County, Florida.

3. Mortgage and Promissory Note dated as of May 3, 2006, from Sailboat Bend Limited Partnership and Artspace Fort Lauderdale, LLC in favor of Broward County, in the original total principal sum of one million one hundred forty-five thousand dollars and 00/100 (\$1,145,000.00), recorded at O.R. Book 42006, Page 1056 in the Public Records of Broward County, Florida.

4. Promissory Note dated as of May 1, 2006, from Sailboat Bend Limited Partnership in favor of Artspace Projects, Inc., in the original principal sum of two million nine hundred ninety-five thousand and four hundred fifty-seven dollars and 00/100 (\$2,995,457.00), secured by that Subordinate Mortgage and Security Agreement dated as of May 1, 2006, recorded at O.R. Book 42006, Page 1206 in the Public Records of Broward County, Florida.

EXHIBIT B

GHP Report (Indoor Air Quality Assessment Report)



March 27, 2018

Mr. Greg Handberg
Sr. Vice President, Asset Management
Artspace
250 Third Avenue North, Suite 400
Minneapolis, MN 55401

RE: Indoor Air Quality Assessment Report
Westside School at Sailboat Bend
301 SW 13th Avenue
Ft. Lauderdale, FL 33315
GHP Project Number: 18086.00

Dear Mr. Greg Handberg,

Robert Lawrence, Senior Project Manager, with GHP Environmental + Architecture, performed an indoor air quality assessment at the above-mentioned facility on March 21, 2018. Our GHP representative conducted the onsite assessment, which is included in this report. Please find enclosed in this letter the description of sampling event(s) and any conclusions and/or recommendations.

If you have any questions or require additional information, please contact me by phone at (225)436-2669 or email me at rlawrence@ghp1.com.

Sincerely,

GHP ENVIRONMENTAL + ARCHITECTURE

A handwritten signature in black ink that reads "Robert Lawrence". The signature is written in a cursive style.

Robert Lawrence
Senior Project Manager

INDOOR AIR QUALITY ASSESSMENT REPORT

AT

**Westside School at Sailboat Bend
301 SW 13th Avenue
Ft. Lauderdale, FL 33315**

Prepared For:

**Mr. Greg Handberg
Sr. Vice President, Asset Management
Artspace
250 Third Avenue North, Suite 400
Ft. Lauderdale, FL 33315**

Prepared By:

**GHP ENVIRONMENTAL + ARCHITECTURE
2074 West Indiantown Road, Suite 200
Jupiter, FL 33458**

GHP PROJECT NO. 18086.00

**DATE(S) OF ASSESSMENT: March 21, 2018
DATE OF REPORT: March 27, 2018**

Table of Contents

I. EXECUTIVE SUMMARY	4
II. VISUAL INSPECTION	4
III. ENVIRONMENTAL & ANALYTICAL TESTING	4
A. CARBON DIOXIDE.....	5
B. TEMPERATURE.....	5
C. RELATIVE HUMIDITY	6
E. SPORE TRAP MOLD / PARTICULATE MICROVAC SAMPLING	7
IV. CONCLUSIONS & RECOMMENDATIONS	8
APPENDIX A.....	9
APPENDIX B.....	20

I. EXECUTIVE SUMMARY

Greg Handberg contacted GHP Environmental + Architecture (GHP) to assess Indoor Air Quality (IAQ) at building known as “Westside School at Sailboat Bend,” located at 301 SW 13th Avenue Ft. Lauderdale, FL 33315. According to Greg Handberg, the tenants complained of musty odors and vacated the premises. On March 21, 2018, air quality sampling occurred throughout the building of the facility currently known as “The Broward County Historical Commission Building”, performed by GHP Representative, Robert Lawrence. Collected air samples were analyzed by EMSL Analytical Laboratories in Ft. Lauderdale, Florida. The laboratory results for this event was dated March 21, 2018. All sampling data is attached as Appendix A of this report.

GHP’s monitoring equipment indicate normal levels of Indoor Temperature, Humidity, and CO₂ . Areas in need of improvement are noted in this report.

II. VISUAL INSPECTION

GHP and Malvin|Feinberg met at the facility prior to the air sampling. The building has been vacated by the tenant but the tenant still has access and appears to be periodically updating HVAC logs. GHP inspected the air handling unit’s maintenance tags and discovered they were last inspected on December 14, 2017. On several of the units the maintenance logs show that on the March, May, and July inspections found water was present in the overflow pans, resulting in either the units shutting off or resulted in finding that the drains were clogged. During the visual inspection it was obvious that the overflow pans leaked and caused damage to surrounding flooring, trim, and wallboard. Staining and AMG (Apparent Microbial Growth) was observed on baseboards in and around the HVAC closets. Units were not in use during the assessment due to the utility company had turned the power off to the building while working on a neighboring transformer. See Appendix B for GHP’s Photographic Log. A Fluke infrared imaging camera and a FLIR MR 160 moisture meter, was used to inspect the building for any active moisture intrusion. Visual and instrumentational findings have been included in this report.

III. ENVIRONMENTAL & ANALYTICAL TESTING

GHP used a TSI Q-Trak to conduct an IAQ analysis for carbon dioxide, temperature, and relative humidity in the entry and within each separated room in the facility.

GHP collected data and samples of the following constituents:

- Carbon Dioxide (CO₂)
- Temperature
- Relative Humidity (RH)

A. CARBON DIOXIDE

According to The American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), the primary source of carbon dioxide indoors in an occupied building is human respiration. Carbon dioxide (CO₂) levels can be used as a general evaluation of the adequacy of fresh outside air being brought into the building by natural or mechanical ventilation design. Elevated carbon dioxide levels would be indicative of poor ventilation and/or lack of fresh outside air being drawn into the building.

ASHRAE recommends that the indoor air concentration of CO₂ not exceed 700ppm above the ambient outdoor CO₂ concentration (ambient outside average + 700 ppm) to maintain building occupant comfort and health. CO₂ levels were measured using a TSI Q-Trak monitor. The Q-Trak is a data logger and utilizes an infrared detector to measure CO₂.

Location	Average	Maximum	Minimum	Outside Levels
Main Level	493	593	435	382-391
Second Floor	525	483	633	382-391

The CO₂ average concentration levels in the above test area was well below ASHRAE CO₂ recommendations of less than 700 ppm over the exterior concentrations during the testing period.

B. TEMPERATURE

Temperature extremes may cause occupants to feel uncomfortable and assume that there is an IAQ issue. Fluctuations in temperature may cause such discomforts as irritated eyes, itching, and a general feeling of stuffiness.

The ASHRAE recommended summer indoor temperature range is 73°F to 79°F. The ASHRAE recommended winter indoor temperature is 68.5°F to 76°F. This reference is taken from ASHRAE Standard 55-102, Thermal Environmental Conditions for Human Occupancy. Please reference Appendix A for test data.

The Q-Trak uses a thermistor sensor and is accurate to ±1.0°F. For this project, the data logger was programmed to record the temperature every minute.

Location	Average	Maximum	Minimum	ASHRAE Standard Range
Main Level	75.25	75.9	74.3	68.5-76
Second Floor	75.475	76	73.7	68.5-76

The temperature readings logged in the test areas were within the ASHRAE recommended standards.

C. RELATIVE HUMIDITY

Discomfort due to low or high relative humidity may also lead occupants to perceive poor air quality in their surroundings. Low humidity can lead to watering, burning, or dryness of the eyes, nose or throat, may cause dry skin and lips, and may be accompanied by nonspecific symptoms such as headaches, nausea, or fatigue. High humidity can provide surface conditions suitable to growth of molds, yeasts, and dust mites.

ASHRAE recommends a relative humidity range between 30% and 60%. The Q-Trak uses a thin-film capacitive sensor and is accurate to ±3%.

Location	Average	Maximum	Minimum	ASHRAE Standard Range
Main Level	46.3	48.2	45.4	30-60
Second Level	49.7	54.8	46.9	30-60

Humidity levels were within ASHRAE recommended levels of 30% to 60%.

E. SPORE TRAP MOLD / PARTICULATE MICROVAC SAMPLING

On March 21, 2018 GHP collected 14 spore trap mold microvac characterization samples within the individual rooms at 301 SW 13th Avenue Ft. Lauderdale, FL 33315 . The 14 spore trap mold microvac characterization samples were submitted to EMSL Analytical Inc. located in Ft. Lauderdale, FL for analysis. The sample locations and laboratory results are presented in Table 1 below.

Table 1- Spore Trap Microvac Samples (Mold)

Sample Number	Sample Location	Concentration Spore per cubic meter sampled (<i>spores/m³</i>)
25729307	Outside Front of Building	9470
25729221	Room 103	28130
25729323	Room 102	13470
25729369	Room 113	780
25729120	Room 107	7410
25729144	Room 108	3670
25729436	Room 207	420
25729114	Room 206A	1560
25729121	Room 206B	280
25729241	Room 202	2180
25729333	Room 202B	650
25729217	Room 204	1820
25729357	Room 205	950
25729365	Outside Rear of Building	4430

Mold amplification which is visible to the unaided eye may be a recurring event, and the work being performed may not eliminate all currently existing mold amplification, (e.g., hidden sources), and it may not prevent amplification in the future. Improper or incomplete preventive maintenance, product deterioration, moisture problems, (condensation, plumbing leaks, etc.), weather events, and building usage may also contribute to mold amplification.

IV. CONCLUSIONS & RECOMMENDATIONS

Based on GHP's findings, recommendations and general procedures are listed below:

- A. Low humidity levels have been documented to cause nose and throat irritation, however those levels exist inside the building year-round and are not the result of a failure of the building systems.
- B. CO₂, and temperature were all generally within the ASHRAE Standard.
- C. As anticipated, the microvac results indicate higher spore counts in rooms with visible "AMG" and in room 103 where active moisture was detected.
- D. Recommend remediation work be performed by a licensed remediation contractor in areas identified on the map and in areas found to have higher spore counts than the outside.
- E. More frequent inspections regarding the HVAC equipment to lessen the chance in the future of drain lines being plugged and overflow pans failing and compromising surrounding building materials.
- F. Removal and application of new sealant around the windows and on the exterior façade.
- G. Inspection of the roof by a licensed roofing contractor to repair holes in the membrane and other areas prone to failure.
- H. Installation of gutters on the first floor "meeting room."

Please refer to Appendix A and B for Q-Trak Data, Moisture Mapping, Laboratory Results, and Photographic Log.

END OF REPORT

APPENDIX A

Q-Trak Data and Mapping With Spore Trap Mold Microvac Laboratory Results

Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
 Page 10 of 20

Indoor Air Quality Assessment Report
 Art Space, BCHC Building GHP18086.00
 Q-Track Data 3/21/2018

CO2 / PPM			
1		2	
Room 103	435	Room 207	505
Room 102	593	Room 206A	497
Room 113	450	Room 206B	633
Room 107	576	Room 202	483
Room 108	441	Room 202B	518
Front Lobby	463	Room 204	514
		Room 205	507
		Upstairs Corridor	542
Outside Front	382	Outside Rear	391
Average	493	Average	524.875

Temperature / Fahrenheit			
Room 103	74.3	Room 207	73.7
Room 102	75	Room 206A	75.1
Room 113	74.9	Room 206B	76
Room 107	75.7	Room 202	75.7
Room 108	75.9	Room 202B	75.7
Front Lobby	75.7	Room 204	75.7
		Room 205	76
		Upstairs Corridor	75.9
Outside Front	77.2	Outside Rear	78.8
Average	75.25	Average	75.475

Humidity /RH%			
Room 103	45.8	Room 207	54.8
Room 102	47.1	Room 206A	50.5
Room 113	46.6	Room 206B	50.8
Room 107	48.2	Room 202	46.9
Room 108	44.9	Room 202B	52
Front Lobby	45.4	Room 204	47.6
		Room 205	47.6
		Upstairs Corridor	47.6
Outside Front	49.2	Outside Rear	48.9
Average	46.33333	Average	49.725

GHP Environmental + Architecture
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OrderID: 561801803



Microbiology Chain of Custody
 EMSL Order Number (Lab Use Only):

561801803

EMSL ANALYTICAL, INC.
 200 ROUTE 130 NORTH
 CINNAMINSON, NJ 08077
 PHONE: (800) 220-3675
 FAX: (856) 786-0262

Company Name: GHP INC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <input type="checkbox"/> Bill to is Different note instructions in Comments					
Street: 217 Fifth Avenue North		Third Party Billing requires written authorization from third party.					
City: Nashville	State/Province: TN	Zip/Postal Code: 37219	Country: USA				
Report To (Name): Robert Lawrence		Telephone #: 225-436-2669					
Email Address: rlawrence@ghp1.com		Fax #:	Purchase Order:				
Project Name/Number: 18086.00 - Browns History Museum		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email					
U.S. State Samples Taken: FL		Project Zip Code: 3312	Connecticut Samples: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential				
Sterile, Sodium Thiosulfate Preserved Bottle Used: <input type="checkbox"/> Biocide Used in Source (specify): <input type="checkbox"/>							
Public Water Supply Samples: <input type="checkbox"/> Note: All results may automatically be reported to DOH if required by state.							
Turnaround Time (TAT) Options - Please Check							
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week							
Microbiology Test Codes							
M001 Air-O-Cell	M174 MoldSnap	M012 Pseudomonas aeruginosa (P/A****)	M115 Sewage Screen - Water (P/A****)				
M030 Micro 5	M032 Allergenco-D	M024 Pseudomonas aeruginosa (MFT*)	M116 Sewage Screen - Water (MPN**)				
M041 Fungal Direct Examination		M015 Heterotrophic Plate Count	M117 Sewage Screen - Swab (P/A****)				
M169 Pollen ID & Enumeration		M017 Total Coliform & E. coli (ColiLert P/A****)	M013 Sewage Screen - Swab (MFT*)				
M280 Dust Characterization Level-1		M018 Total Coliform & E. coli (MFT*)	M133 Methicillin-resistant Staph. aureus (MRSA)				
M281 Dust Characterization Level-2		M114 Total Coliform & E. coli Enumeration (ColiLert MPN**)	M031 Rapid-growing non-TB Mycobacteria Detection & Enumeration				
M005 Viable Fungi - Air Samples (Genus ID & Count)		M019 Fecal Coliform (MFT*)	M014 Endotoxin Analysis				
M006 Viable Fungi - Air Samples (Includes Penicillium, Aspergillus, Cladosporium, Stachybotrys Species ID & Count)		M020 Fecal Streptococcus (MFT*)	M044 Group Allergen (Cat, Dog, Cockroach, Dust Mite)				
M007 Culturable fungi - Surface Samples (Genus ID & Count)		M029 Enterococci (MFT*)	Other See Analytical Price Guide				
M008 Culturable fungi - Surface Samples (Includes Penicillium, Aspergillus, Cladosporium, Stachybotrys Species ID & Count)		M129 Enterococci (Enterolert P/A****)	Legionella Analysis Please use EMSL Legionella COC				
M009 Bacteria Culture Gram Stain & Count		M180 Real Time qPCR-ERMI 36 Panel					
M010 Bacteria Count & ID - 3 Most Prominent		M025 Sewage Screen -Water (MFT*)					
M011 Bacteria Count & ID - 5 Most Prominent							
*MFT= Membrane Filtration Technique **MPN= Most Probable Number ****P/A= Presence/Absence							
Name of Sampler: ROBERT LAURENCE		Signature of Sampler: [Signature]					
Sample #	Sample Location/Description	Sample Type	Potable/NonPotable (Only for Waters)	Test Code	Volume/Area	Date/Time Collected	Temperature (°C) (Lab Use Only)
Example A1	Kitchen Sink/Tap	Water	<input checked="" type="checkbox"/> P <input type="checkbox"/> NP	M017	100 mL	9/1/13 4:00 PM	
2572 9307	OUTSIDE 1	AIR	<input type="checkbox"/> P <input type="checkbox"/> NP	M001	75mL	3/21/18	
2572 9221	Room 108		<input type="checkbox"/> P <input type="checkbox"/> NP			1037	
2572 9323	Room 102		<input type="checkbox"/> P <input type="checkbox"/> NP			1044	
2572 9349	Room 113		<input type="checkbox"/> P <input type="checkbox"/> NP			1052	
2572 9120	Room 107		<input type="checkbox"/> P <input type="checkbox"/> NP			1058	
Client Sample # (s): -		Total # of Samples: 14	Samples Received Chilled? Yes / No (Lab Use Only)				
Relinquished (Client): [Signature]		Date: 3/21/18	Time: 1700				
Received (Lab): C-CMSL-WJ		Date: 3/21/18	Time: 3:45pm				
Comments/Special Instructions:							

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

Controlled Document - COC-34 Micro R8 11/14/2017

OrderID: 561801803



Microbiology Chain of Custody
 EMSL Order Number (Lab Use Only):

561801803

EMSL ANALYTICAL, INC.
 200 ROUTE 130 NORTH
 CINNAMINSON, NJ 08077
 PHONE: (800) 220-3675
 FAX: (856) 786-0262

Additional pages of the chain of custody are only necessary if needed for additional sample information.

Sample #	Sample Location/Description	Sample Type	Potable/NonPotable (Only for Waters)	Test Code	Volume/Area	Date/Time Collected	Temperature (°C) (Lab Use Only)
2572 9144	Room 106	AIR	<input type="checkbox"/> P <input type="checkbox"/> NP	MCOB	5ml	8/21 1108	
2572 9436	Room 207		<input type="checkbox"/> P <input type="checkbox"/> NP			1120	
2572 9114	Room 206A		<input type="checkbox"/> P <input type="checkbox"/> NP			1127	
2572 9121	Room 206B		<input type="checkbox"/> P <input type="checkbox"/> NP			1133	
2572 9241	Room 202		<input type="checkbox"/> P <input type="checkbox"/> NP			1142	
2572 9333	Room 202B		<input type="checkbox"/> P <input type="checkbox"/> NP			1149	
2572 9217	Room 204		<input type="checkbox"/> P <input type="checkbox"/> NP			1157	
2572 9357	Room 205		<input type="checkbox"/> P <input type="checkbox"/> NP			1203	
2572 9365	OUTSIDE 2		<input type="checkbox"/> P <input type="checkbox"/> NP			1213	
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
			<input type="checkbox"/> P <input type="checkbox"/> NP				
Comments/Special Instructions:							

Page 2 of 2

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

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Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
 Page 15 of 20



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 786-9331 / (954) 941-4145
<http://www.EMSL.com / pompanobeachlab@emsl.com>

EMSL Order: 561801803
Customer ID: GOBB50
Customer PO:
Project ID:

Attn: Robert Lawrence
 Gobbell Hays Partners, Inc.
 217 5th Avenue North
 Nashville, TN 37219

Phone: (615) 254-8500
Fax: (615) 256-3439
Collected: 03/21/2018
Received: 03/21/2018
Analyzed: 03/22/2018

Project: 18086.00 -Broward History Museum. FL 33312

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	561801803-0001			561801803-0002			561801803-0003		
Client Sample ID:	25729307			25729221			25729323		
Volume (L):	75			75			75		
Sample Location:	Outside 1			Room 103			Room 102		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	1	40	0.4	-	-	-	-	-	-
Ascospores	30	1300	13.7	2	90	0.3	2	90	0.7
Aspergillus/Penicillium	3	100	1.1	578	25200	89.6	281	12300	91.3
Basidiospores	17	740	7.8	-	-	-	-	-	-
Bipolaris++	-	-	-	-	-	-	1	40	0.3
Chaetomium	-	-	-	-	-	-	1	40	0.3
Cladosporium	158	6900	72.9	-	-	-	-	-	-
Curvularia	-	-	-	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	6	300	3.2	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	16	700	2.5	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-	-
Microascus	-	-	-	33	1400	5	16	700	5.2
Nigrospora	1*	10*	0.1	-	-	-	-	-	-
Paeclomyces	-	-	-	17	740	2.6	8	300	2.2
Pestalotia/Pestalotiopsis	1	40	0.4	-	-	-	-	-	-
Spegazzinia	1	40	0.4	-	-	-	-	-	-
Total Fungi	218	9470	100	646	28130	100	309	13470	100
Hyphal Fragment	2	90	-	4	200	-	-	-	-
Insect Fragment	-	-	-	1	40	-	-	-	-
Pollen	3	100	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	2	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

No discernable field blank was submitted with this group of samples.

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. *** Denotes particles found at 300X. * Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794

Initial report from: 03/22/2018 15:40:57

Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
 Page 16 of 20



EMSL Analytical, Inc.
 2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 786-9331 / (954) 941-4145
<http://www.EMSL.com / pompanobeachlab@emsl.com>

EMSL Order: 561801803
Customer ID: GOBB50
Customer PO:
Project ID:

Attn: Robert Lawrence
 Gobbell Hays Partners, Inc.
 217 5th Avenue North
 Nashville, TN 37219

Phone: (615) 254-8500
Fax: (615) 256-3439
Collected: 03/21/2018
Received: 03/21/2018
Analyzed: 03/22/2018

Project: 18086.00 -Broward History Museum. FL 33312

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	561801803-0004			561801803-0005			561801803-0006		
Client Sample ID:	25729369			25729120			25729144		
Volume (L):	75			75			75		
Sample Location:	Room 113			Room 107			Room 108		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	2	90	1.2	2	90	2.5
Aspergillus/Penicillium	9	400	51.3	159	6940	93.7	81	3500	95.4
Basidiospores	-	-	-	-	-	-	-	-	-
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	5	200	25.6	1	40	0.5	1	40	1.1
Curvularia	1	40	5.1	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces	1	40	5.1	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-	-
Microascus	3	100	12.8	6	300	4	-	-	-
Nigrospora	-	-	-	1	40	0.5	1	40	1.1
Paecilomyces	-	-	-	-	-	-	-	-	-
Pestalotia/Pestalotiopsis	-	-	-	-	-	-	-	-	-
Spegazzinia	-	-	-	-	-	-	-	-	-
Total Fungi	19	780	100	169	7410	100	85	3670	100
Hypal Fragment	3	100	-	1	40	-	2	90	-
Insect Fragment	-	-	-	-	-	-	1	40	-
Pollen	-	-	-	-	-	-	1	40	-
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	2	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

No discernable field blank was submitted with this group of samples.

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. *** Denotes particles found at 300X. * Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794

Initial report from: 03/22/2018 15:40:57

Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
 Page 17 of 20



EMSL Analytical, Inc.
 2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 786-9331 / (954) 941-4145
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EMSL Order: 561801803
Customer ID: GOBB50
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Attn: Robert Lawrence
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 217 5th Avenue North
 Nashville, TN 37219

Phone: (615) 254-8500
Fax: (615) 256-3439
Collected: 03/21/2018
Received: 03/21/2018
Analyzed: 03/22/2018

Project: 18086.00 -Broward History Museum. FL 33312

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	561801803-0007			561801803-0008			561801803-0009		
Client Sample ID:	25729436			25729114			25729121		
Volume (L):	75			75			75		
Sample Location:	Room 207			Room 206A			Room 206B		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	-	-	-	-	-	-
Ascospores	1	40	9.5	1	40	2.6	-	-	-
Aspergillus/Penicillium	6	300	71.4	33	1400	89.7	5	200	71.4
Basidiospores	-	-	-	1	40	2.6	-	-	-
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	1	40	9.5	-	-	-	1	40	14.3
Curvularia	-	-	-	-	-	-	1	40	14.3
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	1	40	2.6	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-	-
Microascus	1	40	9.5	1	40	2.6	-	-	-
Nigrospora	-	-	-	-	-	-	-	-	-
Paecilomyces	-	-	-	-	-	-	-	-	-
Pestalotia/Pestalotiopsis	-	-	-	-	-	-	-	-	-
Spegazzinia	-	-	-	-	-	-	-	-	-
Total Fungi	9	420	100	37	1560	100	7	280	100
Hypal Fragment	-	-	-	1	40	-	1	40	-
Insect Fragment	1	40	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	2	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

No discernable field blank was submitted with this group of samples.

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. *** Denotes particles found at 300X. * Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794

Initial report from: 03/22/2018 15:40:57

Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
Page 18 of 20



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 786-9331 / (954) 941-4145
<http://www.EMSL.com / pompanobeachlab@emsl.com>

EMSL Order: 561801803
Customer ID: GOBB50
Customer PO:
Project ID:

Attn: Robert Lawrence
 Gobbell Hays Partners, Inc.
 217 5th Avenue North
 Nashville, TN 37219

Phone: (615) 254-8500
Fax: (615) 256-3439
Collected: 03/21/2018
Received: 03/21/2018
Analyzed: 03/22/2018

Project: 18086.00 -Broward History Museum. FL 33312

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	561801803-0010			561801803-0011			561801803-0012		
Client Sample ID:	25729241			25729333			25729217		
Volume (L):	75			75			75		
Sample Location:	Room 202			Room 202B			Room 204		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-
Aspergillus/Penicillium	48	2100	96.3	14	610	93.8	40	1700	93.4
Basidiospores	-	-	-	-	-	-	1	40	2.2
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	1	40	1.8	-	-	-	1	40	2.2
Curvularia	-	-	-	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-	-
Microascus	1	40	1.8	1	40	6.2	1	40	2.2
Nigrospora	-	-	-	-	-	-	-	-	-
Paecilomyces	-	-	-	-	-	-	-	-	-
Pestalotia/Pestalotiopsis	-	-	-	-	-	-	-	-	-
Spegazzinia	-	-	-	-	-	-	-	-	-
Total Fungi	50	2180	100	15	650	100	43	1820	100
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	1	40	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	2	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

No discernable field blank was submitted with this group of samples.

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Initial report from: 03/22/2018 15:40:57

Indoor Air Quality Assessment Report
Art Space, Westside School at Sailboat Bend GHP18086.00
 Page 19 of 20



EMSL Analytical, Inc.
 2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 786-9331 / (954) 941-4145
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Phone: (615) 254-8500
Fax: (615) 256-3439
Collected: 03/21/2018
Received: 03/21/2018
Analyzed: 03/22/2018

Project: 18086.00 -Broward History Museum. FL 33312

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	561801803-0013			561801803-0014		
Client Sample ID:	25729357			25729365		
Volume (L):	75			75		
Sample Location:	Room 205			Outside 2		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	1	40	0.9
Ascospores	-	-	-	16	700	15.8
Aspergillus/Penicillium	20	870	91.6	2	90	2
Basidiospores	-	-	-	15	660	14.9
Bipolaris++	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-
Cladosporium	1	40	4.2	44	1900	42.9
Curvularia	-	-	-	2	90	2
Epicoccum	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-
Myxomycetes++	-	-	-	20	870	19.6
Pithomyces	-	-	-	-	-	-
Rust	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-
Torula	-	-	-	-	-	-
Cercospora	-	-	-	1	40	0.9
Microascus	1	40	4.2	-	-	-
Nigrospora	-	-	-	-	-	-
Paecilomyces	-	-	-	-	-	-
Pestalotia/Pestalotiopsis	-	-	-	1	40	0.9
Spegazzinia	-	-	-	-	-	-
Total Fungi	22	950	100	102	4430	100
Hypal Fragment	-	-	-	6	300	-
Insect Fragment	1	40	-	-	-	-
Pollen	-	-	-	3	100	-
Analyt. Sensitivity 600x	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

No discernable field blank was submitted with this group of samples.

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Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794



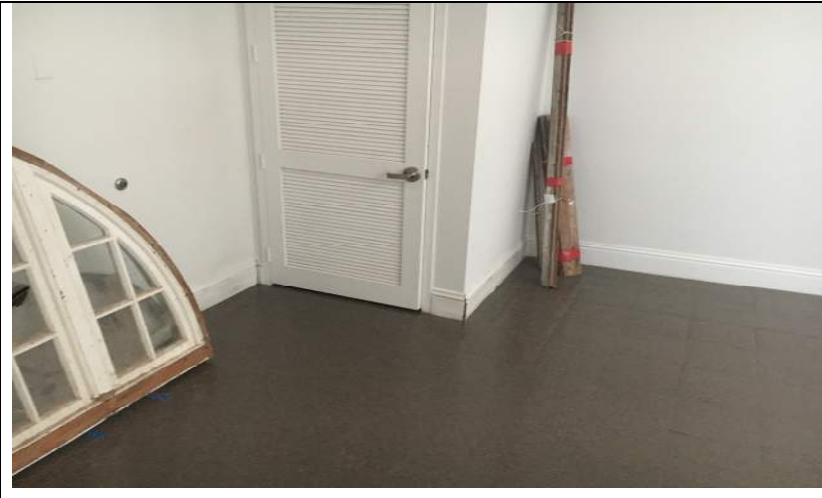
Initial report from: 03/22/2018 15:40:57


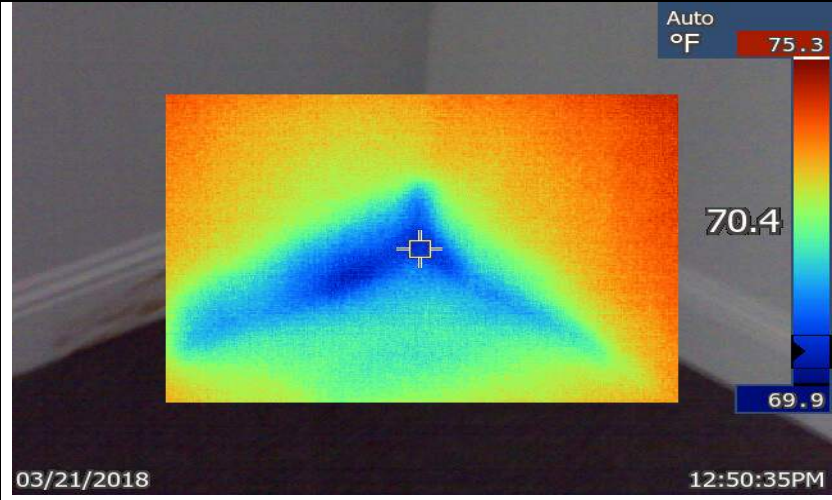
APPENDIX B

Photographic Log

Photograph No. 1	Remarks
	<p>Site Address: 301 SW 13th Avenue Ft. Lauderdale, FL 33315</p>
Photograph No. 2	Remarks
	<p>Room 103, baseboard was found with growth and moisture readings reflecting that there was moisture present.</p>
Photograph No. 3	Remarks
	<p>Room 107 had buckled flooring. Subfloor moisture readings did not reflect moisture present.</p>

Photograph No. 4	Remarks
	<p>Meeting Room Baseboard shows evidence of past moisture that was present from the exterior doors. No moisture was present at time of assessment.</p>
Photograph No. 5	Remarks
	<p>Room 108 Mechanical closet trim and backside room trim shows signs of water intrusion from drain pan failure. No moisture present at time of assessment.</p>
Photograph No. 6	Remarks
	<p>Room 107 Mechanical room closet trim and wallboard with severe staining. Maintenance log does note drain issues. Appears failure may have caused the wood flooring to buckle and glue to release in the area outside of the mechanical closet.</p>

Photograph No. 7	Remarks
	<p>Room 102 Drywall damage around window. Wood flooring is buckled at window location. Similar staining was observed above windows in Rooms 107, 108, 206, 202</p>
Photograph No. 8	Remarks
	<p>Second Floor Corridors Apparent water damage. No moisture was evident through the infrared camera images. Mineral deposits from water was present on the wood floor below this area. Additional ceiling staining observed in Rooms 204, 205, 206, 206B, 103, 107</p>
Photograph No. 9	Remarks
	<p>Room 202 "B" Mechanical closet with similar damages evident from possible drain pan failure. No current moisture present but raised tile and damaged trim were observed.</p>

Photograph No. 10	Remarks
	<p>First Floor Meeting Room Staining around diffusers. No moisture was present during assessment. Likely caused from condensation.</p>
Photograph No. 11	Remarks
	<p>Room 103 Infrared camera image of baseboard. Supports moisture readings that moisture was still present in the baseboard during the assessment.</p>

The photographs above are based on our observations during the field visit on March 21, 2018 and do not intend to represent every condition on the project as of that date. Those in receipt of this field report that may be aware of differing conditions not represented by this report are requested to notify the author of this report in writing within three days of its issuance.

END OF PHOTOGRAPHIC LOG

EXHIBIT C

GHP Report (Exterior Field Report No. 1)



EXTERIOR FIELD REPORT No. 1

<p>GHP REPRESENTATIVES: Robert Lawrence, Senior Project Manager</p>	<p>CLIENT CONTACT: Mr. Greg Handberg Sr. Vice President, Asset Management</p>
<p>PROJECT NUMBER: 18086.00</p>	<p>OWNER: Artspace</p>
<p>PROJECT NAME: Westside School at Sailboat Bend 301 SW 13th Avenue Ft. Lauderdale, FL 33315</p>	<p>SUBMITTED: March 27, 2018 DATE OF VISIT: March 21, 2018</p>
<p>On March 21, 2018, Robert Lawrence, with GHP Environmental + Architecture, visited the above referenced site. Visual observations around the exterior of the building, known as the “Westside School at Sailboat Bend”, were made to include the roof as well as site drainage. The visit was prompted by a request from Greg Handberg, Sr, Vice President of Asset Management for Artspace, to conduct an indoor air quality (IAQ) assessment of the interior of the building.</p> <p>EXTERIOR FIELD OBSERVATIONS:</p> <p>The initial assessment was performed based on a discussion with the owner representative, visual observations, and data gathered from the IAQ assessment.</p> <p>The building is built on a shallow crawl space and partial slab foundation. Crawl space vent spaces are partially below grade with a “window well’ protecting them. The exterior is a hard coat stucco finish. The roof appears to be a thermoplastic polyolefin (TPO) or similar roofing membrane. Visual observations and recommendations are provided below and a photographic log has been included in this report.</p>	

CONCLUSIONS:

GHP draws the following conclusions based on conditions observed during the March 21, 2018 site visit and assessment:

- Yard drains have been placed around the building but positive drainage away from the building is lacking in several areas.
- Collector heads from the main roof and downspouts lack diverters and in a few locations water erosion was present, with the potential for intrusion into the crawlspace.
- The crawlspace lacks insulation in the floor joists and a moisture barrier.
- The “Meeting Room” has eaves without gutters that release water onto the concrete apron allowing for water to splash back onto the building, with potential for water intrusion.
- Sealant around windows and doors appears to be weathered and is cracking.
- The stucco hard coat finish has cracking in several locations.
- The scuppers are lacking a membrane on all sides.
- The roof membrane has areas where the membrane is loose.
- The mechanical units on the roof have supports that are rusting.
- One puncture was observed in the roof membrane by the mechanical units.
- In a few locations the wood overhangs are showing signs of rot.
- The gutter on the north west side of the roof leaks.
- There is water staining behind the collector head and downspout on the northwest side of the building.
- The entry roof exhibited collected vegetation on it.

RECOMMENDATIONS:

GHP makes the following recommendations based on conditions observed during the March 21, 2018 site assessment:




- Add insulation and moisture barrier to floor system in crawl space.
- Install a drainage grate around the perimeter of the building with drains inside window wells, tied into yard drains.
- Create a five percent slope away from the building per FL building code.
- Connect downspouts into yard drains.
- Install gutters and downspouts on eaves of the meeting room.
- Remove and install new sealant around the windows and doors
- Repair existing cracks and failure areas in exterior stucco and apply an elastomeric top coat.



- Make necessary roof membrane repairs.
- Repair wood rot on eaves.
- Install Scuppers that are properly flashed to the exterior and the roof membrane.
- Clean off the lower entry roof of debris and vegetation.




Disclaimer:



Mold amplification which is visible to the unaided eye may be a recurring event, and while the work we are performing will result in improvement, it may not eliminate all currently existing mold amplification (e.g., hidden sources), and it may not prevent amplification in the future. Improper or incomplete preventive maintenance, product deterioration, moisture problems (condensation, plumbing leaks, etc.), weather events, and building usage may also contribute to mold amplification.

END OF FIELD OBSERVATION COMMENTS

Photograph No. 1	Remarks
	<p>Site Address: 301 SW 13th Avenue Ft. Lauderdale, FL 33315</p>
Photograph No. 2	Remarks
	<p>Window Well Crawlspace openings are below finished grade. Recommend drains inside window wells to prevent water from collecting inside the wells and entering into the crawlspace.</p>
Photograph No. 3	Remarks
	<p>Crawl Space No insulation in the floor system. No moisture barrier installed and construction debris left underneath.</p>

Photograph No. 4	Remarks
	Stucco cracking
Photograph No. 5	Remarks
	Downspout dumping out against the foundation. Recommend the water be diverted into the yard drains.
Photograph No. 6	Remarks
	Overhang with wood rot and gutter seam leaking.

Photograph No. 7	Remarks
	Vegetation accumulated on entry roof.
Photograph No. 8	Remarks
	Sealant failure at exterior door and windows.
Photograph No. 9	Remarks
	Staining on exterior and evidence of water intrusion in interior trim. Recommend installing gutters and downspouts in this area.

Photograph No. 10	Remarks
	Exposed area inside scuppers.
Photograph No. 11	Remarks
	Puncture in roof membrane.

The photographs above are based on our observations during the field visit on March 21, 2018 and do not intend to represent every condition on the project as of that date. Those in receipt of this field report that may be aware of differing conditions not represented by this report are requested to notify the author of this report in writing within three days of its issuance.

END OF PHOTOGRAPHIC LOG

EXHIBIT D

County Artifacts

COUNTY ARTIFACTS

- Bonita Hunter Jindrack collection. Collection of West Side Grade School materials from 1944-1949. West Side Grade School related items such as clippings, photographs, year books and certificate.
- Mary Lou Homan (Radke) school papers. West Side School and Central High School, 1936-1940. Includes a Central High School graduation program and two West Side School report cards, and a photograph of Mary Lou Holman.
- West Side Grade School PTA scrapbook.
- Barbara Ann Hicks collection. 8 photographs of West Side School.
- Martha Drude collection. 2 photographs of West Side Grade School before renovation by Historical Commission.
- Haines collection. Collection of photographs of West Side Grade School and girl scouts.
- Ditzler collection. Desk from West Side Grade School.
- Martha Griffin Reaves collection. 7 photographs of West Side School classes.

EXHIBIT E

Historic Westside School, LLC's Rules and Regulations
for the Reservation and Use of the Historic Westside Grade School's Community Room

RULES AND REGULATIONS FOR THE RESERVATION AND USE OF THE HISTORIC WESTSIDE GRADE SCHOOL'S COMMUNITY ROOM



Historic Westside School, LLC
301 SW 13th Avenue, Fort Lauderdale, Florida 33312
Effective January 2021

Community Room:

The Community Room is a 1,915 square foot multi-purpose meeting and exhibition space on the western side of the Historic Westside Grade School, located at 301 SW 13th Avenue, Fort Lauderdale, Florida 33312 and owned by Historic Westside School, LLC. The Community Room may be reserved and utilized, in accordance with these Rules and Regulations, only by and for:

- (i) residents of the Sailboat Bend Artist Lofts and their permitted guests;
- (ii) owners of homes within The Village at Sailboat Bend and their permitted guests;
- (iii) a Broward County art, historic, or cultural-related agency, division, or group for up to one (1) monthly meeting lasting no more than four (4) hours;
- (iv) The Village at Sailboat Bend Master Association, Inc. for up to a total of three (3) monthly board meetings, unit owner meetings, annual meetings, and/or budget meetings totaling no more than six (6) hours per month; and
- (v) such other persons and organizations as Historic Westside School, LLC and its agents may allow from time to time in their sole and absolute discretion.

The hours of operation for the Community Room are **9:00 a.m. to 10:00 p.m.** Events must be planned accordingly to ensure a timely exit from the Community Room. Guests must be reminded to exit the Community Room quietly so as not to disturb nearby residents.

The use of the Community Room shall at all times be compliant with these Rules and Regulations, the Declaration for The Village at Sailboat Bend, recorded in Official Records Book 39725, Page 959 of the Public Records of Broward County, Florida, as amended from time to time, and applicable local, state, and federal ordinances, rules, regulations, statutes, and other laws.

The Community Room has a **maximum occupancy of 125 persons.** The occupancy of the Community Room may not exceed the legal capacity at any time under any circumstances.

Restroom facilities are located within the Community Room and are available to permitted users.

Users of the Community Room shall **NOT** enter or exit through the main entrance of the Historic Westside Grade School fronting SW 13th Avenue. Entrance to and exit from the Community Room shall be **SOLELY** through the doors providing direct access on the western side of the Community Room (fronting Olssen Avenue), the northern side of the Community Room (fronting the Sailboat Bend Artist Lofts), and/or the southern side of the Community Room (fronting SW 3rd Court).

Users of the Community Room shall NOT be permitted access to any other portion of the Historic Westside Grade School building aside from the Community Room.

Reservation Policy:

Reservations for the use of the Community Room must be made through the onsite management office of the adjacent Sailboat Bend Artist Lofts, located at 1310 SW 2nd Court, Fort Lauderdale, Florida 33312, by emailing Brandy Lemons (Brandy.Lemons@mccormackbaron.com) and Jeffrey Olivier (Jeffrey.Olivier@mccormackbaron.com).

Reservation requests must identify the individual(s) and/or organization(s) hosting the event, including the name, address, telephone number, and email address of at least one primary contact person, as well as a description of the event, the date and hours requested, the number of guests expected to attend, and whether beer, wine, distilled spirits, or other alcoholic beverages are intended to be served. **The individual(s) and/or organization(s) hosting the event shall be responsible for ensuring that all guests comply fully with these Rules and Regulations.** Approvals and confirmations for reservations will be sent to the host's primary contact person(s) via email. Events should not be publicized or announced until a written confirmation of the reservation has been received via email.

Historic Westside School, LLC and its agents may deny a request for reservation, in their sole and absolute discretion, if it is programmatically or operationally difficult to accommodate, or if it would threaten undue risk of damage to the Community Room, or if it would threaten undue risk of harm to persons or property, or if it would threaten violation of these Rules and Regulations, the Declaration of The Village at Sailboat Bend, as amended from time to time, and/or applicable local, state, or federal ordinances, rules, regulations, statutes, or other laws. Additionally, a host who has previously violated these Rules and Regulations in connection with the reservation and use of the Community Room, including, without limitation, the failure to return the Community Room in its original sanitary condition at the conclusion of a scheduled event, may be denied further requests for reservations.

Transferring or Modifying Reservations:

Transferring or modifying reservations must be approved by the onsite management office of the adjacent Sailboat Bend Artist Lofts prior to the transfer or modification.

Cancellation:

Reservations may be cancelled by providing notice via email to the onsite management office of the adjacent Sailboat Bend Artist Lofts at least 48 hours prior to the scheduled event. The failure to cancel a reservation at least 48 hours in advance will result in the imposition upon the host of a late cancellation fee of \$250.00.

Security Deposit:

Historic Westside School, LLC and its agents may require a security deposit as a condition to the reservation and use of the Community Room, in their sole and absolute discretion. Events where a security deposit may be required include but are not necessarily limited to:

- Events which are open to the general public.
- Events where wine, beer, distilled spirits, or other alcoholic beverages are being served.
- Events with an expected attendance of 75 people or more.
- Events of hosts whose prior event(s) did not comply with these Rules and Regulations.

Security Guards:

Historic Westside School, LLC and its agents may require the hiring and placement of licensed security guards at the expense of the event host as a condition to the reservation and use of the Community Room. Events where security may be required include but are not necessarily limited to:

- Open events which are open to the general public.

- Events where wine, beer, distilled spirits, or other alcoholic beverages are being served.
- Events with an expected attendance of 75 people or more.
- Events of hosts whose prior event(s) did not comply with these Rules and Regulations.

Decorations and Other Items:

No decorations or other items may be installed upon or affixed to any portion of the Community Room through the use of nails, tacks, staples, glues, tapes, or other adhesives. All permitted decorations and other items brought into the Community Room must be removed by the host of the event immediately following the event. Neither Historic Westside School, LLC nor any of its agents shall be responsible for any items of personal property lost or left behind during an event.

Cleaning Responsibilities:

The host of an event is required to return the Community Room to its original sanitary condition before vacating. The Community Room must be left free of all trash, debris, food, beverages, containers, decorations, leftovers, and foreign items any kind. If maintenance staff is left to remove such items or provide additional cleaning required to restore the Community Room to its original sanitary condition, a minimum clean-up fee of \$250.00 will be imposed upon the host of the event.

Damage to the Community Room:

The host of an event is responsible for any and all damage to the Community Room and to any equipment, furnishings, or other items therein which occurs during and by reason of the host's event, whether caused by the acts of the host or any guest attending the host's event.

Prohibited:

The following are strictly prohibited in or about the Community Room:

- Open flames.
- The use of burning fluids such as oils, gasses, butane, camphene, kerosene, propane, etc.
- The use of barbeques, grills, cooktops, cookers, hot coils, ovens, or similar equipment.
- The lighting of candles.
- Decorations installed or affixed through nails, tacks, staples, glues, tapes, or adhesives.
- The use of glitter.
- The use of a smoke machine.
- Cutting wood.
- The sale, serving, or consumption of wine, beer, distilled spirits, or other alcoholic beverages without prior approval from Historic Westside School LLC or its agents.
- Exiting the Community Room with open containers of wine, beer, distilled spirits, or other alcoholic beverages otherwise approved for consumption inside the Community Room.
- Smoking in all areas of the Community Room, including the outside parameters.

Set-Up and Breakdown:

Hosts of the Community Room are responsible for their own set-up and breakdown. "Set-up" includes setting up chairs and tables; setting up props, decorations, and signage; coordinating with caterers and event planners; and similar and related functions. "Breakdown" includes the proper folding and storage of chairs and tables; the removal of all props, decorations and signage; the removal of all trash, debris,

food, beverages, containers, decorations, left overs, and foreign items any kind such that the Community Room is restored to its original sanitary condition; and similar and related functions. Tables belong in the storage area and chairs belong on the chair rack.

Use of the Area Outside the Community Room:

A reservation to use the Community Room does **NOT** include access to or use of the outdoor space immediately surrounding the Community Room, or any other area within The Village at Sailboat Bend, other than for the purpose of providing ingress to and egress from the Community Room. Any other intended use of the outdoor space immediately surrounding the Community Room or any other area within The Village at Sailboat Bend requires the prior approval of The Village at Sailboat Bend Master Association, Inc. Event hosts are solely responsible for obtaining such prior approval directly from The Village at Sailboat Bend Master Association, Inc.

Event Management:

Hosts of the Community Room are responsible for enforcing and ensuring their guests' compliance with these Rules and Regulations during their scheduled events. Hosts of the Community Room should monitor or appoint someone who will oversee the scheduled event.

Incident Reporting:

All incidents involving personal injury, property damage, equipment failure or damage, vandalism, disorderly conduct, intoxication, threatened or actual physical aggression, smoking, loitering, lude acts, or crimes of any nature, must be immediately documented and reported to the onsite management office of the adjacent Sailboat Bend Artist Lofts.

Emergency Telephone Numbers:

Police Department: 911

Fire Department: 911

Onsite Management Office:

- McCormick Barron On Site Office: (954) 728-3484
- **Main Office:** (314) 421-1160

Emergency:

In the event an emergency situation calls for the sudden removal from the Community Room, please immediately exit through the nearest emergency exit door (see maps on-site). In the event of an emergency, immediately contact 911 and the onsite management office of the adjacent Sailboat Bend Artist Lofts.

Future Amendment to Rules and Regulations:

Historic Westside School, LLC may modify these Rules and Regulations at any time in its sole and absolute discretion.

EXHIBIT F

Declaration of Restrictive Covenants

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Declaration") is made this ____ day of _____, 20__ ("Effective Date") by Historic Westside School, LLC, a Minnesota limited liability company ("Historic Westside").

Recitals

A. Historic Westside is the fee title owner of that certain real property legally described in **Exhibit "A,"** attached hereto and incorporated herein (the "Property").

B. On _____, 20__, Historic Westside entered into a settlement agreement with Broward County ("County") in the case styled *Broward County vs. Historic Westside School, LLC, et al.*, Case No. CACE-15-020215(04) ("Settlement Agreement"), which Settlement Agreement contains several terms and conditions impacting the use of the Property.

C. One of the conditions in the Settlement Agreement is that the Property shall be subject, in perpetuity, to the covenants, restrictions, and other requirements set forth herein.

NOW, THEREFORE, in fulfillment of that condition, the Property shall be subject to the covenants, restrictions, and requirements described herein, which covenants, restrictions, and requirements run in favor of the County:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Restrictive Covenants. The Property shall be subject to the following covenants, restrictions, and requirements, which covenants, restrictions, and requirements shall run with the Property in perpetuity, effective and commencing upon the date of the recording of this Declaration:

- (a) The Property shall remain a designated historic landmark by the City of Fort Lauderdale and shall be listed on the National Register of Historic Places, in accordance with the terms, covenants, and conditions set forth in the Settlement Agreement.
- (b) The Property shall be made available to the County once per month for a meeting of no more than four (4) hours for one of the County's art, historic, or cultural-related agencies, divisions, boards (including but not limited to the County's Historic Preservation Board), or groups, in accordance with the terms, covenants, and conditions set forth in the Settlement Agreement.

- (c) The Property shall be made available to the County for the purpose of allowing the County, in its sole and absolute discretion, to permanently or temporarily display certain artifacts and items in the hallways and main entrance of the Property, in accordance with the terms, covenants, and conditions set forth in the Settlement Agreement.

3. The County is the beneficiary of these covenants and restrictions, and, as such, the County may enforce these covenants and restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating, or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, the County shall be entitled to recover reasonable attorneys' fees and costs in the trial and appellate courts.

4. Any failure of the County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document executed by the County. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be in Broward County, Florida.

5. This Declaration shall be recorded by Historic Westside in the Public Records of Broward County, Florida, and shall become effective upon recordation.

[Signatures on Following Pages]

DECLARATION OF RESTRICTIVE COVENANTS

WITNESSES:

Historic Westside School, LLC

By: Artspace Projects, Inc., Member

[Signature]
Signature of Witness

By [Signature]
(Signature)

Connor Robinson
Print Name of Witness above

WILLIAM LAW, MEMBER
(Print Name and Title of Signatory)

[Signature]
Signature of Witness

12th day of FEBRUARY, 2021.

[Signature]
Print Name of Witness above

STATE OF Minnesota

COUNTY OF Hennepin

On this, the 12th day of February, 2021, before me, the undersigned officer, personally appeared William Law, who acknowledged himself to be the Treasurer of Historic Westside School, LLC, a Florida limited liability company, and that she as such officer executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sworn to and subscribed to before me
this 12th day of February, 2021.



[Signature]
Notary Public
My Commission Expires: 1-31-2023

Exhibit A

Legal Description

A portion of Parcel A, ADMINISTRATIVE FACILITY, according to the plat thereof, recorded in Plat Book 137, Page 19, of the Public Records of Broward County, Florida, and being more fully described as follows:

Commencing at the most Easterly Northeast corner of said Parcel A; thence South 00°00' 00" West, on the East line of said Parcel A, a distance of 194.16 feet; thence South 90° 00' 00" West, a distance of 90.56 feet to the Point of Beginning; thence continuing South 90° 00' 00" West, a distance of 17.00 feet; thence North 00° 00' 00" East, a distance of 2.90 feet; thence South 90° 00' 00" West, a distance of 2.00 feet; thence South 00° 00' 00" East, a distance of 2.90 feet; thence South 90° 00' 00" West, a distance of 17.00 feet; thence South 00° 00' 00" East, a distance of 23.60 feet; thence North 90° 00' 00" East, a distance of 1.25 feet; thence South 00° 00' 00" East, a distance of 18.80 feet; thence South 90° 00' 00" West, a distance of 17.40 feet; thence South 00°00' 00" East, a distance of 1.00 foot; thence South 90° 00' 00" West for a distance of 44.00 feet; thence South 00° 00' 00" East, a distance of 33.00 feet; thence North 90° 00' 00" East, a distance of 44.00 feet; thence South 00° 00' 00" East, a distance of 1.00 foot; thence North 90° 00'00" East, a distance of 17.40 feet; thence South 00° 00' 00" East, a distance of 18.60 feet; thence South 90° 00' 00" West, a distance of 1.25 feet; thence South 00° 00' 00" East, a distance of 23.60 feet; thence North 90° 00' 00" East, a distance of 17.00 feet; thence South 00° 00' 00" East, a distance of 2.90 feet; thence North 90° 00' 00" East, a distance of 2.00 feet; thence North 00° 00' 00" East a distance of 2.90 feet; thence North 90° 00' 00" East, a distance of 17.00 feet; thence North 00° 00' 00" East, a distance of 25.50 feet; thence South 90°00'00" West, a distance of 1.25 feet; thence North 00° 00' 00" East, a distance of 24.70 feet; thence North 90° 00' 00" East, a distance of 6.50 feet; thence North 00° 00' 00" East, a distance of 19.40 feet; thence South 90° 00' 00" West, a distance of 6.50 feet; thence North 00° 00' 00" East, a distance of 24.70 feet; thence North 90° 00' 00" East, a distance of 1.25 feet; thence North 00° 00' 00" East, a distance of 25.50 feet to the Point of Beginning.

Site Address: 301 S.W. 13th Avenue, Fort Lauderdale, Florida 33312

Folio No. 5042-09-39-0100