

LEASE

THIS LEASE, (hereinafter “Lease”), is entered into by and between Columbus, Georgia, a consolidated city-county government, (hereinafter referred to as “City”), existing under the laws and statutes of the State of Georgia, and Girl Scouts of Historic Georgia, Inc. (hereinafter referred to as “Girl Scouts”), a Georgia nonprofit corporation, existing under the laws and statutes of the State of Georgia, on this the _____ day of _____, 20_____.

DEFINITIONS

As used in this Lease, the following terms have the meaning assigned them. Terms that are not defined hereunder or within this Lease have the usual dictionary meaning, as used in the real estate trade in Columbus, Georgia.

“Building” may be used alternatively with the term “Little House” which means the building existing on the Land, inclusive of any permanent additions and improvements thereto, all of which Building and permanent additions and improvements upon the Land belong to the City upon termination of this Lease.

“Effective Date” means the date that this Lease is signed.

“Force Majeure” means acts of God, labor disputes, unavailability of materials, governmental action or inaction and similar events that are beyond the reasonable control of City or Girl Scouts.

“Girl Scouts” means Girl Scouts of Historic Georgia, Inc., whose address is 330 Drayton Street, Savannah, Georgia 31401, or such other address as Girl Scouts may give by Notice to City.

“City” means Columbus, Georgia, whose address is 100 10th Street, Columbus, Georgia 31901, or such other address as City may give by Notice to Girl Scouts.

“Land” means the real property, together with Building and all permanent additions and improvements thereto located thereupon, all of which are more particularly described on Exhibit “A”, attached hereto and made a part hereof.

“Notice” means a communication, in writing, signed by the party giving such Notice and delivered either by hand, by United States mail with a return receipt or by a parcel delivery service with a confirmation receipt.

“Subject to the approval of” gives the City the right to withhold consent to the proposed action, but promises that approval will not be unreasonably withheld or delayed. The approval must be in writing, signed by an authorized representative of City.

“Will” is mandatory; further, the party performing a requirement does so at its own expense.

“Will not permit” means that the party charged must take affirmative action to prevent the proscribed action or event.

Quotation marks are not a part of the defined term.

RECITALS

WHEREAS, an agreement was made between the City and Girl Scouts dated October 1, 1996 wherein the Girl Scouts leased approximately .85 acres of land located at the Northeast corner of 17th Street and 18th Avenue in the City of Columbus, County of Muscogee, Georgia (“Land”) for a period of twenty years from City for the sum of One Dollar (\$1.00) per year;

WHEREAS, Girl Scouts and City desire that the terms set forth herein supersede such prior Agreement, even though it has lapsed, in all respects, as of midnight, December 31, 2020, with this Lease commencing January 1, 2021 and continuing for a period of twenty (20) years thereafter until midnight, December 31, 2040, governing the rights and obligations of the Girl Scouts and City, from January 1, 2021, the Effective Date until midnight December 31, 2040, and

WHEREAS, Girl Scouts wish to continue leasing the Land and to use the Building, all in strict accordance herewith and pursuant hereto.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Girl Scouts agree as follows:

WITNESSETH:

1. **Premises, Possession**

a. **Premises.** City leases to Girl Scouts, and Girl Scouts accepts the lease of real property in Muscogee County, Georgia, more fully described in Exhibit A, which is a part of this Lease, including, but not limited to: (i) all structures and improvements located thereupon; (ii) all rights, easements, interests, privileges, tenements, and hereditaments, now or hereafter appurtenant thereto, and (iii) all of City’s right, title and interest, now or hereafter acquired in the land lying beneath adjoining roads, streets, highways, avenues, alleys and rights-of-way (all of the foregoing being hereinafter referred to as the “Land”), and inclusive of all buildings, structures, fixtures and other improvements, now or hereafter located thereon.

b. Possession “AS IS, WHERE IS, WITH ALL FAULTS” Condition. Girl Scouts has and will continue to take possession of the Land in an “AS IS, WHERE IS, WITH ALL FAULTS” condition, except, only, as is otherwise expressly provided for herein.

c. Title. City hereby warrants, represents and covenants to Girl Scouts that, as of the Effective Date of this Lease, City is the sole owner, in fee simple, absolute, of the Land and has the right to grant any easements referred to in this Lease.

d. Peaceful Possession. City covenants that Girl Scouts, on paying the rent and complying with the other requirements of this Lease, will peacefully and quietly hold and enjoy the Land and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto without unreasonable hindrance or interruption by City or by any persons claiming by, through, or under City during the term of this Lease.

e. Use. Girl Scouts shall use the Land and Building only for the purpose of Girl Scout activities or related educational and charitable purposes, and for no other purpose, whatsoever. In no event shall Girl Scouts use the Land and Building for any illegal purpose, in violation of any law, or in any manner which constitutes a public or private nuisance. Girl Scouts shall use the Land and Building and keep them occupied at all times during the term of this Lease, and Girl Scouts shall not abandon, vacate or cease to use the Land and Building during the term of this Lease.

2. Term of Lease

This Lease commenced on January 1, 2021 and shall continue in full force and effect until midnight, December 31, 2040, unless otherwise terminated in accordance herewith.

3. Rent

Girl Scouts will pay to City as fixed rent for the Land and for the rights and privileges granted under this Lease, the sum of One Dollar (\$1.00) annually, beginning on the first day of the first month after the Effective Date, and every anniversary of that date thereafter, until the termination of this Lease pursuant to the terms herein.

4. Maintenance

a. City will have no obligation to maintain the Land nor any of the improvements located on the Land, whatsoever. Girl Scouts shall repair and/or may construct improvements in, on or about the Land, but, only, with the prior written approval of City. Girl Scouts has or will also light and landscape the Land, as it deems necessary and appropriate, and shall keep and maintain the Land, the improvements located thereupon and the grounds thereof, in a first-class, substantial, clean, orderly, good, and presentable condition. Any and all improvements constructed by the Girl Scouts on the Land, for which the Girl Scouts has received prior written approval from the City, will be constructed in a first-class, substantial, good, and workmanlike manner, with the Girl Scouts being fully liable for any and all construction costs, of whatsoever kind and nature, arising therefrom, and fully saving, indemnifying and holding the City harmless

on account thereof. Girl Scouts agree to be responsible for obtaining all building permits, other permits, utility services and certificates of occupancy required in connection with the use and occupancy of the Land. City agrees to cooperate with the Girl Scouts to obtain such building permits, other permits, utility services and certificates of occupancy and agrees to execute such applications as may be required.

b. Any trade fixtures, furniture, furnishings and unattached equipment installed in the Land by and at the expense of Girl Scouts will remain the property of Girl Scouts, except for: (1) permanent improvements located or emplaced thereon or therein, or (2) any trade fixtures, furniture, furnishings and unattached equipment installed in the Land and Building and left by the Girl Scouts upon termination of this Lease, for any reason, whatsoever, which latter personal property shall be considered abandoned by the Girl Scouts. City agrees that Girl Scouts, if not in default beyond applicable cure periods, and prior to the termination of this Lease, for any reason, whatsoever, will have the right, at any time, and from time to time, to remove any such trade fixtures, furniture, furnishings, and equipment which may be located in the Land, including, but not limited to, counters, shelving and other moveable machinery used in the operation of Girl Scouts' community service organization, excluding, however, any permanent improvements located or emplaced thereon or therein, and repairing any damage to the Building or Land arising from such removal. Girl Scouts will deliver the Land and Building back to City, upon termination of the within Lease for any reason, whatsoever, in a good, broomswept, clean, well maintained, and first-class condition, normal wear and tear excepted.

c. Building Plans. Any painting, remodeling, repair, and maintenance of the Building will be architecturally compatible with the Little House and consistent with its purpose and use. City hereby acknowledges that prior to the Effective Date the Girl Scout Little House has been located upon the Land and in continuous use by Girl Scouts since its dedication on March 12, 1948. Any additions or changes to the Little House or any proposed improvements shall be permitted thereto, only with the prior written consent of City. Notwithstanding, the foregoing, if City and Girl Scouts are not able to agree upon plans and specifications within a reasonable time, Girl Scouts or City shall have the right to terminate this Lease.

d. Bond. Girl Scouts will require its general contractor to provide a lien-free completion bond for the mutual benefit of City and Girl Scouts.

e. Complying with Requirements. Girl Scouts will ensure that all work is done in a first-class, substantial, good and workmanlike manner, and in full compliance with the plans and specifications approved by the City, as well as all governmental requirements applicable thereto.

f. Alterations. If Girl Scouts wishes to alter the Building or other improvements on the Land, Girl Scouts will make the alterations in compliance with this section and only with the prior written approval of the City, but only after Girl Scouts furnish City with such plans for alterations, as would normally be required by the City for the construction of any improvements to existing structures, of whatsoever kind and nature.

5. Maintenance and Repairs

a. Subject to the provisions of Section 4 hereof, if and as applicable, Girl Scouts agrees to perform any and all construction, repairs, replacements, maintenance, and reconstruction, of whatsoever kind and nature, whether foreseeable or unforeseen, ordinary or extraordinary, structural or nonstructural, and whether occurring on the interior or exterior of the buildings and other improvements, now or hereafter located on the Land and all additions thereto or alterations thereof for the term of the Lease, fully saving, indemnifying and holding City harmless from any and all costs, expenses, liabilities, and claims in regard thereto, of whatsoever kind and nature. Girl Scouts will take steps, as often as may be necessary, to keep the Building, appurtenances and other improvements on the Land in a first class, clean, safe, well maintained, and good condition and repair, subject to ordinary wear and tear.

b. In addition to, and without limiting the requirements set forth in the foregoing subsection, Girl Scouts, at its sole cost and expense, and fully saving, indemnifying and holding City harmless therefrom, agrees to perform all maintenance of outside areas in the Land. Girl Scouts will keep the Land in a first-class, good, clean, and orderly condition and in a good state of repair at all times, including without limitation, keeping same in a sanitary condition, promptly removing all rubbish, litter and surface waters, and resurfacing, marking and repairing of all parking areas, walkways, and landscaping.

c. City shall have no obligations, of whatsoever kind and nature, to repair or maintain the Land, the Building or improvements located thereupon, in any way, whatsoever, all of which obligations shall be solely vested in the Girl Scouts, with the Girl Scouts fully saving, indemnifying and holding the City harmless on account thereof. City shall have no duties or responsibilities, whatsoever, in regard to the maintenance, upkeep or repair of the Land or Building, in whole, or in part, or in any form, fashion, or manner, whatsoever, to include, but not be limited to, the interior or exterior thereof, as now constituted, or as may be constituted in the future.

6. Casualty Loss

a. If there is damage to or destruction of the improvements constructed by Girl Scouts during the term of this Lease, Girl Scouts agree to do one of the following: (1) restore or replace the improvements constructed by Girl Scouts; or (2) demolish and remove the damaged or unusable improvements and fill and grade the Land in a safe and sightly manner.

b. Girl Scouts shall be entitled to receive the entire insurance proceeds payable as a result of any damage to the Building, buildings or improvements on the Land occurring during the term of this Lease, without claim thereupon by the City, but only if the Girl Scouts exercise the option granted to them under Section 6.a.(1) above. In the event the Girl Scouts exercise the option granted to them under Section 6.a.(2) above, then the City shall be entitled to receive the entire insurance proceeds payable as a result of any damage to the Building, buildings, or improvements on the Land occurring during the term of this Lease, without claim thereupon by the Girl Scouts.

7. Limitations on Use

Waste; Unlawful Uses. Girl Scouts will not: (i) permit any waste upon the Land nor (ii) at any time use, occupy or permit anything to be brought or kept on the Land in a manner which will violate any laws, ordinances, regulations or applicable requirements of governmental authorities or would be in violation of any contract(s) with any insurance companies that insure any part of the Land, Building, and other improvements.

8. Assignment & Subleasing

a. The Girl Scouts may not assign this Lease nor sublet the Land, either in whole, or in part, without the prior written consent of City. Consent to one assignment or subletting will not be deemed a consent to any other.

b. The reorganization of Girl Scout Councils, transfer of Councils' assets and liabilities, and any transfer by operation of law shall not be deemed an "assignment" which will not require City's consent.

c. Any subtenants, transferees or assignees shall automatically, upon written acceptance of such subtenancy, transfer or assignment by City, become and thereafter be directly liable to City for all obligations of Girl Scouts under this Lease, without, however, relieving Girl Scouts of any liability to the City hereunder.

9. Taxes

Generally. Girl Scouts will any pay any and all taxes and assessments which are levied by any tax levying body upon the Land, the Building, and other improvements on the Land during the term of this Lease, fully saving, indemnifying and holding City harmless therefrom. Girl Scouts may, in its own name, and at its sole cost and expense, contest, by all appropriate proceedings, the amount, applicability, or validity of any tax, assessment or fine.

10. Insurance

a. Coverage. Throughout the term, Girl Scouts will ensure that the Building and all other improvements on the Land are insured against loss or damage by fire and such other risks as are now or hereinafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. The amount of the insurance will be not less than one hundred percent (100%) of the full insurable value of the Building and all improvements located thereon. If any dispute arises as to whether the amount of insurance complies with the above provisions and such dispute cannot be resolved by agreement, Girl Scouts may request the carrier of the insurance, then in force, to determine the full insurable value and the resulting determination will be conclusive between the parties for the purpose of this Section.

b. Public Liability Insurance. Throughout the term Girl Scouts agrees to carry, at its sole expense throughout the term of this Lease, comprehensive public liability insurance covering the Land and Girl Scouts' use thereof, in the amount of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and at least Three Million Dollars

(\$3,000,000.00) in umbrella coverage, fully saving, indemnifying and holding City harmless from any and all costs and provisions arising therefrom. City and Girl Scouts agree to review the amount of liability insurance every five (5) years during the Term of this Lease and to adjust coverage as necessary and desirable to protect City and Girl Scouts.

c. Policy Form; Content; Insurer. Girl Scouts will meet the insurance requirements of this Lease with policies issued by responsible insurance companies duly licensed to do business in the State of Georgia and reasonably acceptable to City. All such policies will be non-assessable and will contain language, to the extent obtainable, to the effect that: (i) any loss will be payable notwithstanding any act or negligence of City that might otherwise result in a forfeiture of the insurance; (ii) the insurer waives the right of subrogation against City and against City's agents and employees; (iii) the policies are primary and non-contributory with any insurance that may be carried by City, and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written Notice by the insurer to City. Girl Scouts may provide the required insurance by blanket insurance policies required hereunder and any other location or locations, subject to the approval of City. Girl Scouts will annually furnish City with certificates evidencing the insurance which it is required to maintain hereunder, which insurance shall name the City as a loss payee thereunder, as its interests may appear.

11. Indemnification

a. Defense & Payment of Claims. Girl Scouts will fully defend, save and hold City, its agents, and employees, harmless from all liabilities and expenses (including reasonable attorney's fees) for injuries to, or deaths of, persons or damages to property caused by its use or occupancy of the Land, or that occur as the result of defaults of Girl Scouts under this Lease. Each party hereto will give to the other party prompt Notice of claim or suit coming to its knowledge which might affect the other party. Each party will have the right to participate in the defense of such action to the extent of its own interest.

b. Liens. Girl Scouts will defend and hold City harmless from any mechanic's or other liens or orders for the payment of money filed against the Land, the Building or any other improvements located thereon, or against the City as owner thereof. Girl Scouts will, within thirty (30) days after it receives Notice or knowledge thereof, either pay; bond the same or provide for the discharge thereof in such manner as may be provided by law. This indemnification shall apply only if such liens or orders for payment of money arise out of work initiated and directed by Girl Scouts.

12. Default

a. Default by Girl Scouts. Each of the following will be an "Event of Default" by the Girl Scouts and a breach of this Lease:

(i) Rent or Other Payments. If the Girl Scouts defaults in the payment of rent or other payments together with any interest thereon when due and does not fully correct the same within ten (10) days after Notice thereof to the Girl Scouts;

(ii) Other Requirements. If the Girl Scouts defaults in the performance of any other requirement imposed under this Lease and does not fully correct the same within thirty (30) days after Notice thereof to the Girl Scouts, or within such longer period as may be reasonable necessary for the correction thereof so long as such cure is diligently pursued;

(iii) Abandonment. If the Girl Scouts abandons the Land.

b. Notice. Except, only as is otherwise expressly provided for herein, City will provide written Notice of any default by Girl Scouts. Girl Scouts will have fifteen (15) days after receipt of such Notice in which to cure any such default cited therein.

13. Notice

Any Notices required to be sent hereunder will be hand delivered or sent by certified mail to the following addresses:

City: ATTN.: City Manager
City of Columbus, Georgia
100 10th Avenue
Columbus, Georgia 31901

Girl Scouts: Girl Scouts of Historic Georgia, Inc.
330 Drayton Street
Savannah, Georgia 31401
ATTN: Ms. Sue Else, CEO

14. No Waiver

No waiver by either of the parties hereto of any provision or breach hereof shall be deemed a waiver of any other provision hereof, or of any subsequent breach by Girl Scouts, or City of the same, or of any other provisions. City's or Girl Scouts' consent to or approval of any act shall not be deemed to render unnecessary the obtaining of City's or Girl Scouts' consent to or approval of any subsequent act. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

15. Gender

Wherever appropriate herein, the words "City" and "Girl Scouts" and the pronouns referring thereto, will be construed singular or plural, masculine, feminine or neuter as the facts warrant.

16. Waiver of Subrogation

City and Girl Scouts hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct, or otherwise, for any damage to Land, Building, improvements located

thereon, property, or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers will apply only to the extent of any recovery made by the parties hereto under any policy of insurance, now or hereafter issued, and further provided that the foregoing waivers will be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. City and Girl Scouts will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.

17. Signs

Only with City's prior written approval, Girl Scouts will have the right to erect, affix or paint signs in, on or about the Land, Building, or any improvements located thereupon, and the right, at its option, to remove said signs upon the termination of this Lease, for any reason, whatsoever. It is agreed that Girl Scouts will repair any damage to the Land or exterior of the Building caused by the removal of said signs.

18. Memorandum of Lease

This Lease will not be recorded, but, upon the request of either party, a short form lease will be executed and recorded.

19. No Representation

Except as otherwise expressly set forth in this Lease, Girl Scouts acknowledges that City has made no representations with respect to the physical condition of the Land, the condition of any improvements thereon, or the laws, rules, orders, zoning, and building ordinances, regulations and requirements of any authority applicable thereto.

20. Miscellaneous Provisions

a. Written Modifications. The entire understanding between the parties is set out in this Lease. This Lease supersedes, voids and constitutes a novation of all prior proposals, letters and agreements, oral or written, to include, but not limited to, such prior lapsed Agreement, dated October 1, 1996. Any modification, waiver, or discharge of any requirement of this Lease will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

b. Inspection by City. Upon City giving Girl Scouts twenty-four (24) hour prior notice, City may enter the Land, Building and any improvements located thereupon, during normal business hours for the purpose of inspecting Girl Scouts' performance of its obligations under this Lease.

c. Government Authorities. Girl Scouts will promptly comply with all applicable requirements of governmental authorities, pertaining to the Land, the Building, any improvements located thereupon, or the conduct of persons on the Land.

d. Controlling Law. This Lease is made and will be construed according to the laws of Georgia, and venue to enforce its provisions shall be Columbus, Muscogee County, Georgia.

e. Time is of the Essence. Time is of the essence of this Lease and all of its provisions.

f. Remedies Cumulative. The various rights, options, and remedies of the City will be cumulative, and none of them will be exclusive of the others, nor exclusive of any right or remedies by law.

g. Successors. This Lease will bind and inure to the benefit of any successor or assignee of City and any permitted successor or assignee of Girl Scouts.

h. Attorney's Fee. In the event of a controversy, claim or dispute between the parties arising from or relating to this Lease, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorney's fees, including but not limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This provision shall survive the expiration or termination of this Lease.

i. Utilities. Girl Scouts will have the right to obtain all utility services necessary to its proper use of the Land. Girl Scouts will pay all charges for utility and other services furnished on the Land, fully saving, indemnifying and holding City harmless therefrom.

j. Headings. The section and subsection headings are for convenience and reference, only, and are not intended to define nor to limit the scope of any provisions of this Lease.

k. No Broker Fee. The parties agree that no broker is entitled to a fee for procuring the execution of this Lease. City will fully save, indemnify and hold the Girl Scouts harmless against a claim of any person alleging it was retained by City to procure the execution of this Lease. Girl Scouts will fully save, indemnify and hold the City harmless against a claim of any person alleging it was retained by Girl Scouts to procure the execution of this Lease.

m. Non-Merger. During the term of this Lease, the Leasehold Estate of Girl Scouts shall not merge with the fee simple or other estate in the Land but shall always remain separate and distinct notwithstanding the union of all or any part of said estate either in the City or Girl Scouts, or in a third party by purchase or otherwise, unless and until all persons having an interest therein, including a leasehold mortgagee, shall join in a written instrument consenting to or effecting such merger.

n. Survival of Lease Covenants. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

o. City Consent. Unless otherwise expressly stated herein, whenever City's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and City's reasonable satisfaction shall be sufficient for any matters under this Lease.

22. WAIVER OF JURY TRIAL. IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL ON ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES, AND FOR THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURIES AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY OTHER JURISDICTION OR VENUE WHETHER BY STATUTE OR OTHER LAW.

(INITIALS)

(INITIALS)

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

CITY:

COLUMBUS, GEORGIA, a consolidated
city-county government

By: _____

Its: _____

Attest: _____

Its: _____

(SEAL OF CITY)

GIRL SCOUTS:

GIRL SCOUTS OF HISTORIC GEORGIA,
INC., a Georgia nonprofit corporation

By: _____

Its: _____

Attest: _____

Its: _____

(CORPORATE SEAL)

EXHIBIT "A"

All that tract or parcel of land in the City of Columbus, Muscogee County, Georgia, beginning at the Northeast corner of Seventeenth Street and Eighteenth Avenue, which point is twelve (12) feet North of the curb of Seventeenth Street, and running East, parallel with the North curb of Seventeenth Street, for a distance of two hundred (200) feet; thence North, at right angles to the North line of Seventeenth Street, for a distance of two hundred (200) feet; thence West, at a right angle, for a distance of one hundred fifty-two and two-tenths (152.2) feet, which point is twelve (12) feet East of the East curb of Eighteenth Avenue; thence Southerly along a line, twelve (12) feet East of said East curb of Eighteenth Avenue, to the North line of Seventeenth Street, the point of beginning.

Said tract of land contains Eighty-five-one-hundredths (.85) of an acre, more or less, and is shown on that certain drawing in the Office of the City Engineer of said City entitled "Drawing No. E-275, Lease for Girl Scout Cabin, at N.E. Corner of 17th Street & 18th Ave.", dated February 2, 1948.