Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

Agenda Item No. 14(A)(5)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Approval of a Ground Site Lease Agreement between Miami-Dade County Fair & Exposition, Inc. and Clear Wireless, LLC

Recommendation

It is recommended that the Board approve a Ground Site Lease Agreement between Clear Wireless, LLC (Clearwire), a Nevada limited liability company and the Miami-Dade County Fair and Exposition, Inc. (The Fair) for the construction, maintenance and operation of communications facilities on County-owned land leased to The Fair.

Scope

The Fair is located at 10901 Coral Way in Tamiami Park, in Commission District 11. The proposed agreement is expected to have a County-wide impact.

Fiscal Impact/Funding Source

The direct fiscal impact to the County relating to this proposed agreement will be the positive revenue generated for the County. Under the terms of the Ground Site Lease Agreement, The Fair and the County equally share the lease revenue annual payment of $10,000. The annual payment increases three percent (3%) per year.

Track Record/Monitor

The agreement will be monitored and managed by Jon Seaman, Miami-Dade Park and Recreation Department (MDPR) Contract Manager.

Background

Since 1970, the County has worked cooperatively with The Fair to develop and operate facilities and activities on land adjacent to Tamiami Park. In 1995, due to the expansion and growth of The Fair, the County entered into an "Amended and Restated Lease of County Lands to the Youth Fair". The amended lease gives The Fair exclusive rights to make improvements to the lands it leases from the County, in accordance with the approved master plan.

The County previously authorized the installation of a cell tower at The Fair and has approved seven (7) cell phone providers to utilize the tower through sublease agreements with The Fair: BellSouth Mobility, Nextel Communication, Inc., Spectrum, AT&T Wireless, Omnipoint Holdings, Inc., MetroPCS California/Florida, Inc., and Verizon. Revenue earned from each sub-lease is equally divided between the County and The Fair.

The Fair has an opportunity to add another antenna to the tower for Clearwire. The attached Ground Site Lease Agreement between The Fair and Clearwire is similar to the other sub-lease agreements previously approved by the Board for similar purposes. The Clearwire Ground Site Lease Agreement is for a five (5) year term with one additional five (5) year renewal. The County's 50% of the revenues resulting from this agreement will be used for the development and operation of Tamiami Park, as provided for in the current Amended and Restated Lease with The Fair. The Enterprise Technology

Services Department (ETSD) reviewed the negotiated fee to be paid by Clearwire and determined it to be competitive.

It is recommended that approval of the requested sublease be granted to further utilize the use of the existing cell phone tower and increase the revenue stream from the facility. This Ground Site Lease Agreement is in the best interest of Miami-Dade County.

Attachments

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 20, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(5)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

__✓__ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(5)
7-20-10

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO APPROVE A GROUND SITE LEASE AGREEMENT BETWEEN CLEAR WIRELESS LLC AND MIAMI-DADE COUNTY FAIR AND EXPOSITION, INC. ("FAIR"), FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF COMMUNICATIONS FACILITIES ON CERTAIN LANDS AT TAMIAMI PARK OWNED BY MIAMI-DADE COUNTY AND LEASED TO THE FAIR

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Miami-Dade County ("County") owns land at Tamiami Park that is leased to Miami-Dade County Fair and Exposition, Inc. ("The Fair"); and

WHEREAS, in 1995, the County entered into an Amended and Restated Lease with The Fair, thereby giving The Fair exclusive rights to make improvements to these lands subject to the fulfillment of certain requirements and the acquisition of certain approvals, as applicable,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or Mayor's designee to approve a Ground Site Lease Agreement between Clear Wireless, LLC, a Nevada limited liability company and The Fair for the construction, maintenance and operation of communications facilities on County-owned land leased to The Fair, substantially in the form attached hereto and made a part thereof; authorizes the Mayor or Mayor's designee to execute same for and on behalf of the County, upon approval by the County Attorney's Office; and authorizes the Mayor or the Mayor's designee to exercise any and all other rights conferred therein upon approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as to form and legal sufficiency.

Martin W. Sybblis

By:_____
Deputy Clerk

GROUND SITE LEASE AGREEMENT

THIS GROUND SITE LEASE AGREEMENT ("Agreement") dated and is effective as of _____, 2010, is between Clear Wireless LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation ("Landlord").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises. Landlord beneficially owns a parcel of land ("**Land or Property**") located in the County of Miami-Dade, State of Florida, commonly known as 10901 Coral Way (APN: 30-4007-000-0010). The Land is more particularly described in Exhibit A annexed hereto. Landlord's use of the Property is governed by virtue of the Amended and Restated Lease of County Lands dated August 1, 1995, as amended between Miami-Dade County and Landlord (the "Ground Lease"), which is attached hereto as Exhibit "E" and incorporated herein and made a part hereof by this reference. This Agreement shall be subordinate to the Ground Lease. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Landlord hereby leases to Clearwire and Clearwire leases from Landlord, on a non-exclusive basis, approximately 49 square feet of space on the Land and all other access and utility easements necessary or desirable therefore (collectively, "**Premises**") as may be described generally in Exhibit B annexed hereto. Tenant's access to the Premises shall not materially interfere with Landlord's operations or events on the Property.

2. Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof, which shall include the executed consent of Miami-Dade County ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Landlord at any time during the Due Diligence Period and prior to the Term Commencement Date. Landlord and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Use. Except as limited by this Agreement, the Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. Term. The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or six (6) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for one additional five (5) year period ("**Renewal Term**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least thirty (30) days prior to commencement of the Renewal Term.

5. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent EIGHT HUNDRED THIRTY-THREE and 33/100 Dollars ($833.33) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the

Term shall be prorated. Rent shall be payable to Landlord at 10901 Coral Way, Miami, FL 33165-2398; Attention: Jay Baum, Chief Operating Officer. The monthly rental shall increase by three percent (3%) year over year on each anniversary of the Term Commencement Date. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

6. Improvements.

6.1 Tenant has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises radio communications facilities, including but not limited to a tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property. Tenant shall not be obligated to remove any foundation more than one (1) foot below grade level.

7. Access and Utilities.

7.1 Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Exhibit B. None of Tenant's activities shall materially interfere with Landlord's use of the Property, including its drainage system.

7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7.3 In consideration of the Rent, Landlord shall provide 40 amps of electrical service to Tenant at no charge to Tenant through Landlord owned facilities.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement. Tenant acknowledges and agrees that this Agreement is subordinate to Landlord's agreement with Cingular Wireless (formerly BellSouth Mobility) and that Tenant will obtain all necessary authorization from Cingular Wireless for its activities herein. Landlord hereby consents to Tenant's execution of a separate agreement with Crown Castle LLC, as management agent for Cingular Wireless, for space on the Cingular Wireless communications tower. If at any time during the term of this Agreement, Landlord's agreement with Cingular Wireless is terminated, either party may terminate this Agreement.

9. Taxes. Tenant shall pay personal property taxes assessed against the Tenant Facilities.

10. Termination.

10.1 This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice. This Agreement may be terminated by Tenant without further liability for any reason or for no reason, provided Tenant delivers written notice of termination to Landlord prior to the Commencement Date.

10.2 This Agreement may also be terminated by Tenant without further liability on thirty (30) days prior written notice (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance; and Indemnity.

12.1 Tenant shall provide and comply, at its sole cost and expense, with the Insurance Requirements set forth in Exhibit D, which is incorporated herein and made a part hereof by this reference.

12.2 Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connections with landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Section.

12.3 Tenant shall defend, indemnify, and hold Landlord, Miami-Dade County (including all of their agents and employees) harmless from any costs, claims, or liabilities that arise in any way out of Tenant's operations, activities, or duties under this Agreement, excepting those claims, costs, or liabilities that arise solely out of the negligence or willful misconduct of Landlord or Miami-Dade County.

13. Assignment. Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, and (iii) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

14.2 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.

15. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 12.4, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Waiver of Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's sole discretion and without Landlord's consent. Tenant acknowledges that the Property is legally owned by Miami-Dade County and therefore cannot be liened by contractors, subcontractors, laborers, and material men. Tenant agrees to inform all persons providing such services that they have no lien rights.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Clear Wireless LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: Siteleasing@clearwire.com	Clear Wireless LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	Jay Baum Chief Operating Officer Miami-Dade County Fair & Exposition, Inc. 10901 Coral Way Miami, FL 33165 Telephone: 305-223-7060 Fax: 305-554-6092

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

18. Miscellaneous.

18.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

18.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

18.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

18.5 This Agreement shall be governed under law of the State in which the Premises are located, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

18.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

18.7 All Exhibits referred herein are incorporated herein for all purposes.

18.8 (Intentionally Left Blank)

18.9 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

18.10 Landlord agrees not to disclose, without the written consent of Tenant, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein, except as required by governmental authority, in which case Landlord shall inform Tenant prior to divulging such information.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

LANDLORD:

Miami-Dade County Fair & Exposition, Inc.
a Florida non-profit corporation

By: Phillip M. Clark

Name: Phillip M. Clark

Title: President/CEO

Date: 2/8/2010

Tax I.D.: 59-1039811

Witness: Amy Baum

Witness: Donna Bogelva

TENANT:

Clear Wireless LLC,
a Nevada limited liability company

By: [signature]

Name: Gonzalo Luciani
Market Manager

Title:

Date: 1/25/10

Witness: [illegible]

Witness: Sinclair Henry

Miami-Dade County hereby consents to the foregoing Agreement.

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form
And legal sufficency

Assistant County Attorney

[Notary block for Landlord]

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

I certify that I know or have satisfactory evidence that PHILLIP H. CLARK is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT/CEO of MIAMI-DADE CO. FAIR & EXPO a NON-PROFIT ORGANIZATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/8/2010

Sira Camilo
Notary Public
Print Name SIRA CAMILO
My commission expires 10/26/11

SIRA CAMILO MY COMMISSION EXPIRES October 26, 2011 #DD 725769 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF) GEORGIA
) ss.
COUNTY OF FULTON)

I certify that I know or have satisfactory evidence that GonzaloLuciani is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Clear Wireless LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-25-2010

Pamela R Martin
Notary Public
Print Name Pamela R Martin
My commission expires 12-7-2010

PAMELA R. MARTIN NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA DEC. 7, 2010

(Use this space for notary stamp/seal)

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2010, by and between Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation, as Landlord, and Clear Wireless LCC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 30-4007-000-0010

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

LEGAL DESCRIPTION

DADE COUNTY YOUTH FAIR & EXPOSITION SITE

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 54 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR 115.04 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH AND 115.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, BEING ALSO THE NORTHERLY LINE OF THE 85.00 FOOT CANAL RIGHT-OF-WAY FOR 2103.69 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST FOR 662.92 FEET; THENCE NORTH 88 DEGREES 23 MINTUES 59 SECONDS EAST FOR 438.68 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST FOR 1476.99 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 51 SECONDS EAST FOR 820.35 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 09 SECONDS EAST FOR 64.00 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 51 SECONDS EAST FOR 830.00 FEET, (SAID LAST MENTIONED THREE COURSES BEING COINCIDENT WITH THE SOUTHERLY BOUNDARY LINE OF FLORIDA INTERNATIONAL UNIVERSITY AS SHOWN ON THAT CERTAIN SPECIFIC PURPOSE SURVEY PREPARED BY CARR SMITH & ASSOCIATES); THENCE SOUTH 03 DEGREES 08 MINUTES 41 SECONDS EAST FOR 321.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2891.29 FEET AND A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 53 SECONDS FOR AN ARC DISTANCE OF 222.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2838.29 FEET AND A CENTRAL ANGLE OF 4 DEGREES 24 MINUTES 53 SECONDS FOR AN ARC DISTANCE OF 218.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03 DEGREES 08 MINUTES 41 SECONDS EAST FOR 1304.47 FEET TO THE POINT OF BEGINNING, (SAID LAST MENTIONED FOUR COURSES BEING COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 107TH AVENUE AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 87502-2625) AND CONTAINING 86.81 ACRES MORE OR LESS.

EXHIBIT B

DESCRIPTION OF PREMISES

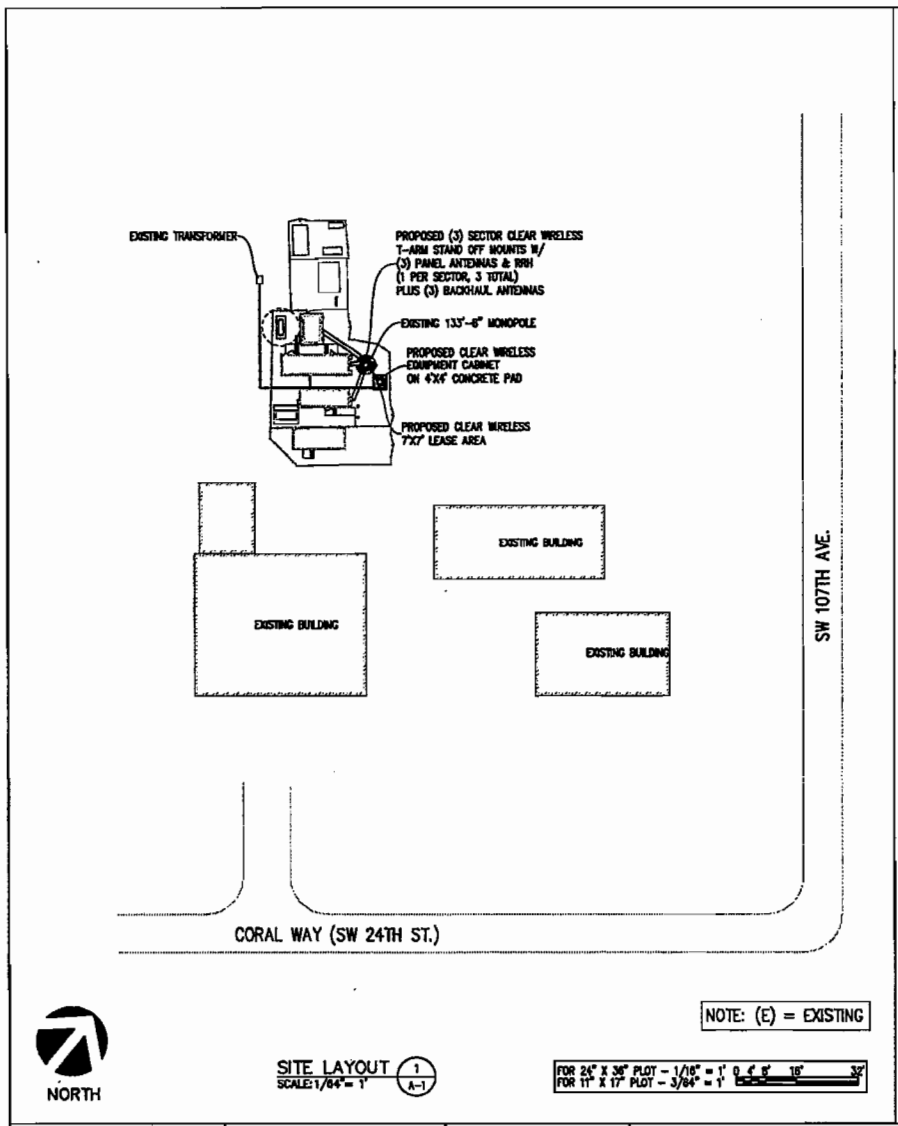
to the Agreement dated _____, 2010, by and between Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

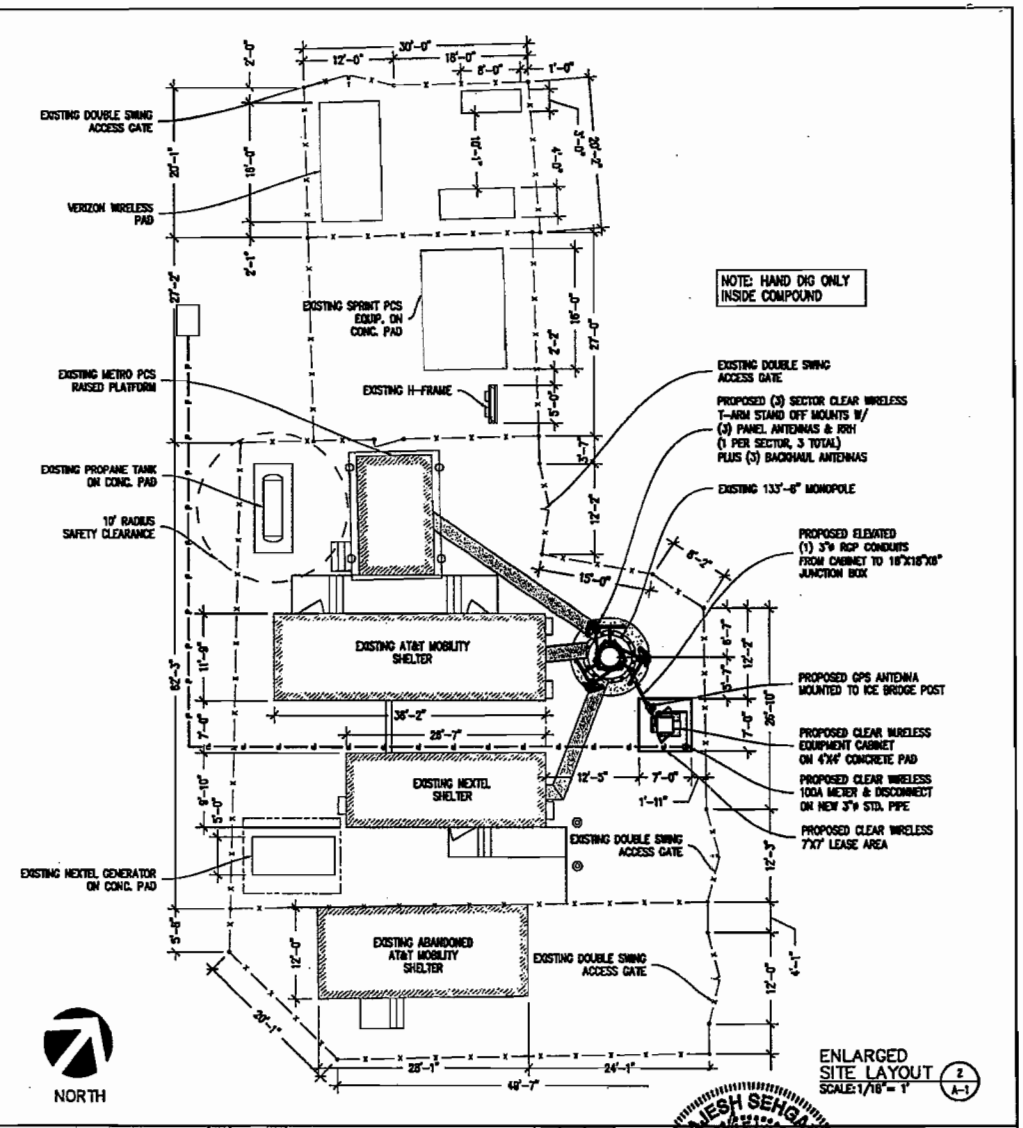
The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.





ALLPRO
CONSULTING GROUP, INC.
9221 Lyndon B Johnson Fwy
Suite 204, Dallas, TX 75243
Phone: 972-331-8883 Fax: 866-364-8375
www.allproopl.com
Florida Certificate of Authorization # 27492

clear
super fast mobile internet
CLEAR WIRELESS, LLC
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7600
FAX: (425) 216-7900

FL-MIA2007A
CROWN 812265: GHFI BRA109
10901 CORAL WAY
MIAMI, FLORIDA 33165

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	12/30/09	FINAL CONSTRUCTION DRAWINGS	DL	JMG	RS

SCALE: AS SHOWN | ACCI-JOB # 09-2607

RAJESH SEHGAL
CERTIFICATE No. 59174
STATE OF FLORIDA
PROFESSIONAL ENGINEER
12/30/09

SITE PLAN & ELEVATION

DRAWING NUMBER	REV
A-1	0

EXHIBIT C

COMMUNICATIONS FACILITY

to the Agreement dated _____, 2010, by and between Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Clear Wireless LLC
4400 Carillon Point
Kirkland, WA 98033
Attn: Site Leasing

MEMORANDUM OF AGREEMENT
APN: 30-4007-000-0010

This MEMORANDUM OF AGREEMENT is entered into on _____, 2010, by Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation, with an address at 10901 Coral Way, Miami, FL 33165 (hereinafter referred to as "**Landlord**") and Clear Wireless LLC, a Nevada limited liability company, with an address at 4400 Carillon Point, Suite 300, Kirkland, WA 98033 (hereinafter referred to as "**Clearwire**" or "**Tenant**").

1. Landlord and Clearwire entered into a Communication Tower Agreement ("**Agreement**") dated as of _____, 2010, effective upon full execution of the parties ("**Effective Date**") for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire's tenancy under the Agreement is for five (5) years commencing on the date Tenant begins construction of the Tenant Facilities or six (6) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with one (1) successive five (5) year option to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:		**TENANT:**	
Miami-Dade County Fair & Exposition, Inc., a Florida non-profit corporation		Clear Wireless LLC, a Nevada limited liability company	
By:	**EXHIBIT ONLY – DO NOT EXECUTE**	By:	**EXHIBIT ONLY – DO NOT EXECUTE**
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT D

INSURANCE REQUIREMENTS

Tenant shall furnish to Landlord and Miami-Dade County (the "County"), c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1987, certificate(s) of insurance that show that insurance coverage has been obtained that meets the requirements as outlined below during the term of the Agreement.

A. Commercial General Liability Insurance in the amount of Five Million Dollars ($5,000,000) combined single limit per occurrence for bodily injury and property damage. The County and Landlord shall be named as additional insured as respects this coverage. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this lease in an amount no less than Five Hundred Thousand Dollars ($500,000) combined single limit per occurrence for bodily injury and property damage.

In addition to the requirements listed in A. and B. above, Tenant shall cause its contractors to provide original certificates of insurance indicating the following types of insurance coverage prior to any construction.

C. Commercial General Liability Insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage combined, with the County and Landlord named as additional insureds.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis including windstorm in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s).

The Public Liability Insurance coverage as required in A. and C. above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operation of the Tenant in the performances of the Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates will show that Tenant will cause its insurer (or its broker) to endeavor to provide at least thirty (30) days written advance notice to the certificate holder of any cancellation of the insurance coverage required herein.

[Notary block for Landlord]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

EXHIBIT ONLY – DO NOT EXECUTE

(Use this space for notary stamp/seal)

_____
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clear Wireless LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

EXHIBIT ONLY – DO NOT EXECUTE

(Use this space for notary stamp/seal)

_____
Notary Public
Print Name _____
My commission expires _____

EXHIBIT E

GROUND LEASE

AMENDED AND RESTATED

LEASE OF COUNTY LANDS TO YOUTH FAIR

THIS AMENDED AND RESTATED LEASE of County lands to Youth Fair (the "Lease"), made and entered into this 1st day of August, 1995, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "County," and the DADE COUNTY YOUTH FAIR AND EXPOSITION, INC., a Florida corporation not-for-profit, and chartered pursuant to Chapter 616, Florida Statutes, hereinafter called the "Youth Fair" or the "Tenant" for the purpose of amending and restating in its entirety that certain Lease of County lands to Youth Fair dated December 30, 1993, as amended.

W I T N E S S E T H:

WHEREAS, Dade County in 1970 owned lands in Section 7, Township 54 South, Range 40 East, Dade County, Florida, known as Tamiami Park according to the Open Space and Recreation Plan as approved by resolution No. R-285-70, adopted by the Board of County Commissioners of Dade County, Florida, on March 11, 1970; and

WHEREAS, in 1971 the Director of the Dade County Department of Parks and Recreation recommended that the Tenant be allowed to develop approximately 60 acres in said Tamiami Park (the "Initial Fairsite"), as the site of the Annual Youth Fair, including such construction as might be necessary, with the firm understanding that the County's Department of Parks and Recreation should retain full use of and possessory authority over said land and improve-

ments for at least ten months of each year during the term of the arrangement; and

WHEREAS, by Resolution R-1097-71, duly adopted on July 22, 1971, the Board of County Commissioners of Dade County (the "Board") authorized the issuance of a County Deed conveying 20 acres of the Initial Fairsite to Youth Fair for the purpose of enabling Youth Fair to finance through a mortgage loan the construction of the main exhibition hall for the Annual Youth Fair and the execution of a Lease with the Youth Fair for the other 40 acres of the Initial Fairsite for the production of the Annual Youth Fair and other activities permitted by the Youth Fair's charter; and

WHEREAS, pursuant to Resolution R-1097-71, the County and the Youth Fair entered into two Lease agreements whereby the Youth Fair leased the 20 acres to the County for ten months of each year (the "Leaseback Agreement") while the Youth Fair's mortgage loan remained outstanding and the County leased the 40 acres to the Youth Fair for two months each year (the "Lease of County Lands to Youth Fair") which included a provision that the 20 acres would also be subject to such Lease of County Lands to Youth Fair upon the satisfaction of the Youth Fair mortgage loan and the conveyance of such 20 acres back to the County; and

WHEREAS, the Leaseback Agreement granted full possessory rights to the County without any veto power by the Youth Fair with respect to the use of the 20 acres which has allowed other

community groups to use the fairgrounds extensively with all revenues accruing to the County; and

WHEREAS, the Youth Fair with County's approval refinanced its outstanding mortgage loan in 1975 with respect to the 30 acres when it increased its loan from Southeast Bank from $350,000 to $1,000,000; and

WHEREAS, in 1983 the Youth Fair desired to construct additional facilities along with other improvements on the total 60 acres in order to provide both the residents of and visitors to Dade County with an expanded and enriched Youth Fair; and

WHEREAS, the Board authorized the issuance of a County Deed conveying the 60 acres to Youth Fair for the purpose of enabling Youth Fair to obtain the mortgage financing it needed to construct the improvements on the 60 acres; and

WHEREAS, the County and Youth Fair amended the Leaseback Agreement to include the 60 acres so as to permit the County to have possessory use of all 60 acres for 10 months of each year and amended the Lease of County land to Youth Fair to provide that the Youth Fair will lease the 60 acres upon the conveyance of the 60 acres to the County when the Youth Fair's mortgage financing is restored; and

WHEREAS, in 1989, the Board in connection with its approval of a $16 million dollar Master Plan for the fairgrounds authorized the conveyance of approximately 13 acres to the Youth Fair and amended the Lease Agreements between the parties to include the two acres; and

WHEREAS, in 1991, the Board of County Commissioners of Dade County authorized the conveyance of approximately 15 additional acres to the Youth Fair in connection with a $4 million dollar mortgage financing by the Youth Fair with Sun Bank; and

WHEREAS, the entire Youth Fair site, now containing 86.81 acres (the "Youth Fair Site"), deeded to Youth Fair is being reconveyed to the County at no cost to the County in connection with the repayment of the Sun Bank loan with proceeds from tax exempt bonds issued by the County and described as "Special Revenue Bonds (Dade County Youth Fair and Exposition Project) Series 1995" ("Bonds"); and

WHEREAS, in addition to the repayment of the Sun Bank loan, the proceeds may be used to construct the improvements contained in the Master Plan ("Project"), comprised of Phase I of $12,000,000 and Phase II of $5,000,000, attached hereto and made a part hereof as Exhibit A.3; and

WHEREAS, since the Bonds shall be secured by revenues of the Youth Fair and a letter of credit and not a mortgage on the Youth Fair site, the Leaseback Agreement shall be terminated, the Youth Fair site shall be conveyed to the County and the Lease of County Land to Youth Fair shall become operative; and

WHEREAS, the County wishes to cooperate with and assist Youth Fair in its public purpose endeavors pursuant to the provisions of Chapter 616, Florida Statutes by issuing the bonds and amending and restating the Lease of County Land to Youth Fair to reflect the bond financing and the conditions of the parties in that regard.

NOW, THEREFORE, under the authority of Section 616.11 F.S., and in consideration of the promises and the covenants, conditions, limitations and agreements herein contained, Dade County hereby leases to the Tenant and the Tenant hereby rents from the County the lands described in Exhibit I (the "Premises") attached hereto and made a part of the Lease. The Premises consisting of some 86.81 acres, is also referred to in this Lease as the "Fairgrounds," and shall be subject during the term of this Lease to all easements and rights of way for public road purposes and public utilities.

TO HAVE AND TO HOLD the same unto the Tenant for a term of forty-five (45) years (subject to the option to renew in Article XIX) from and after the date of August 1, 1995 without payment of any rents from the Tenant to the County for the use and occupancy of said lands, subject, however, to the conditions, covenants and agreements on the part of the Tenant to be kept, observed and performed, including the payment of revenues pursuant to Exhibit B of this Lease.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I

USE

A. (1) The Fairgrounds together with all improvements previously made by the Youth Fair as well as additional improvements as contained in the Master Plan, shall be used by the Tenant for the production of the Annual Youth Fair. The Tenant

shall have the exclusive use of the Premises for this purpose for a period of two months from February 15 to April 15 of each year of the term of this Lease. The Tenant may request a change in the date of this two-month period when it shall have exclusive use of the Fairgrounds. Such a request must be submitted in writing one year prior to the effective date of such changes addressed to the County Manager and must be approved in writing by both the County Manager and the Director of the Dade County Park and Recreation Department.

A. (2) In accordance with the current practice of utilizing Tamiami Park grounds for parking, the Youth Fair shall have the exclusive right to use the land described on Exhibit A.1 attached to this Lease consisting of approximately 36 acres to allow for parking approximately 5,000 cars per day during the Annual Youth Fair together with such additional overflow parking in Tamiami Park as indicated on the sketch attached to this Lease as Exhibit A.2.

B. For the remaining ten (10) months from April 15 to February 15 of each year of the term of this Lease, the Youth Fair shall have complete use and jurisdiction over the Fairgrounds subject to the conditions contained in Exhibit "B" to this Lease which is incorporated in this Lease by reference.

ARTICLE II

INDEMNIFICATION AND HOLD HARMLESS

The Tenant does hereby agree to indemnify, defend and to save harmless the County its employees and agents from any and all claims of any nature whatsoever including but not limited to,

liability, losses and causes of action which may arise out of this Lease Agreement. The Tenant shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County, when applicable, and shall pay all costs (except the cost of the County Attorney's office) and judgments which may issue thereon, except where such claim or loss is the sole result of the County's negligence or the negligence of the County's employees and agents. The County shall indemnify the Youth Fair in accordance with paragraph 8 of Exhibit B, attached hereto.

ARTICLE III

INSURANCE

The Tenant shall furnish to Metropolitan Dade County, c/o Risk Management Division, 111 N.W. 1 Street, Suite 2340, Miami, FL 33128-1987, certificate(s) of insurance that show that insurance coverage has been obtained that meets the requirements as outlined below:

A. Public Liability Insurance on a comprehensive basis in the amount of $5,000,000 combined single limit per occurrence for bodily injury and property damage. The County shall be named as an additional insured as respects this coverage.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this lease in an amount no less than $500,000 combined single limit per occurrence for bodily injury and property damage.

In addition to the requirements listed in A. and B. above, the tenant shall provide or cause its Contractors to provide original policies indicating the following types of insurance coverage prior to any construction:

C. Owner's Protective Liability Insurance issued in the name of Metropolitan Dade County as sole named insured in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage combined.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis including windstorm in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). This policy shall be in the name of Metropolitan Dade County and the Dade County Youth Fair and Exposition, Inc. and the Contractor as their interests may appear, (A.T.I.M.A.).

All plans must be reviewed in the design stage to ensure that plans meet the standard of the County's property insurance carrier.

The Public Liability Insurance coverage as required in A. and C. above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operation of the Tenant in the performances of this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest

edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

The County shall have the right to require higher limits of coverage than those contained herein to the extent necessary to take into account the effects of inflation, claim history of the industry or other reasonable cause during the term of the agreement.

ARTICLE IV

IMPROVEMENTS

The Tenant shall have the exclusive right to make improvements on the Fairgrounds and the non-exclusive right to make improvements throughout Tamiami Park and shall make such improvements and construct such facilities upon said lands as shall be reasonably necessary to place the Premises in such state or condition that they may be used for the purposes for which this Lease is made and entered into; provided, however, that all plans for the erection of any building or other improvements, or landscaping, except those contained in the current Master Plan which has previously been approved by the County, shall be first approved by the Director of the Dade County Park and Recreation Department and the County Manager and if necessary, the Board of County Commissioners before

any work is started. Said plans must comply with all applicable state and County ordinances and regulations. The Tenant shall not commence construction of any improvements upon any part of the Premises until it has funds available to pay the full cost of such improvements. All persons, firms or corporations dealing with the Tenant in respect to the furnishings of any labor, services or materials for the improvement of said Premises are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said Premises, but that the credit and liability of the Tenant only shall be relied upon for payment of the cost of such improvements.

Any other contract the Tenant shall let for the construction of any permanent structure shall require the contractor to provide Comprehensive General Liability Insurance, Automobile Liability Insurance, as required in Article III of this Agreement, and, in addition, provide Builders' Risk Insurance as part of the contract price for 100% of the complete value of the proposed building. Said Builders' Risk Insurance shall cover no less than fire, hazard, extensive coverage, vandalism, and malicious mischief, and shall name Metropolitan Dade County, Board of County Commissioners as the County's interest may appear.

In addition, the Youth Fair shall expend such portion of the proceeds of the Bonds for such mutually agreed upon improvements.

ARTICLE V

MAINTENANCE

It is agreed that the Tenant shall be responsible for maintaining the Premises and facilities in a clean condition and state of good repair. In addition, the Tenant shall be responsible for proper and adequate supervision and control of the use of said facilities by the public and for the protection, preservation and maintenance of all equipment, improvements and facilities during that time. The Tenant shall comply with all County requirements and shall dispose of all garbage and waste in accordance with such rules and regulations as may be promulgated by the County. The Tenant shall neither commit nor permit any violation of the laws, rules and regulations of the County, State or Federal government upon the Premises.

ARTICLE VI

UTILITIES

All permanent utility meters will be in the name of Dade County. The Tenant shall be billed by Dade County at the ongoing commercial rate paid by Dade County for the proportionate share of all utilities, subject to reimbursement as contained in Exhibit "B" attached hereto. Effective October 1, 1999, the County shall transfer these utility meters into Tenant's name and the Tenant shall be responsible for all such charges thereafter during this Lease.

ARTICLE VII

ASSIGNMENT

This Lease shall not be assigned nor shall the Premises or any part thereof be sublet nor shall the Tenant grant any license or sublease in respect to any of the improvements or facilities maintained, operated or located upon the demised premises, except a partial assignment shall be permitted to a corporation whose function shall be to assume responsibility for services contained in Exhibit "B" attached hereto.

ARTICLE VIII

DEFAULT OR ABANDONMENT

Should the Tenant default in any of the Tenant's undertakings in this Lease or fail to perform, abide by or comply with any of the conditions, covenants, provisions or agreements herein set forth, then, and in any such event, the County at its election, after giving sixty (60) days written notice to cure said default, and if the default remains uncured after such sixty (60) days, County may terminate this Lease and declare it cancelled by appropriate County Resolution.

In the event the use, occupancy, or operation of the Premises is abandoned or discontinued for a period of one year by the Tenant, or in the event this Lease is cancelled by virtue of default on the part of the Tenant, the title to all permanent improvements made or constructed upon the Premises shall become vested in the County without payment of any compensation.

ARTICLE IX

BANKRUPTCY; DEFAULT AND BONDS

In the event that the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, or be declared in payment default under the Letter of Credit Agreement or the Trust Indenture pertaining to the Bonds the County may, if it shall so elect, at any time thereafter terminate this Lease by giving the Tenant thirty days notice in writing of its election so to do, and such notice having been given, this Lease shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the termination or expiration thereof, and all of the Premises shall revert to Dade County and the improvements on the Premises shall become the property of Dade County without payment of any compensation to the Tenant.

ARTICLE X

TRANSFER OF TENANT'S INTERESTS

At the expiration of the term of this Lease and its extensions, or immediately upon its cancellation for cause, all improvements made by the Tenant on and within the Premises shall become the property of the County free and clear of any and all encumbrances without any payment being made to the Tenant. This transfer of the Tenant's interests shall become automatic upon the last day of this Lease Agreement, or on the effective date of its

cancellation for cause, and the Tenant accepts this condition by its execution of this Lease Agreement.

ARTICLE XI

CANCELLATION

The County may, at its option, cancel or terminate this Lease at any time if the Premises are reasonably determined to be required for a County purpose in the public interest, and acquire the exclusive improvements thereon by giving the Tenant three year's written notice provided, however, the County shall first assume or redeem the Bonds and secure an equal or better alternate site in Dade County, in all respects, which shall include proper zoning, permits and associated costs, along with adequate parking immediately adjacent to the Fairgrounds, and adequate public highway access and being otherwise generally acceptable to Tenant for similar use. Then, and in such event, the County shall pay to the Tenant all moving expenses including but not limited to the removal and reinstallation of personal property together with the replacement cost of all permanent and associated improvements paid for by the Tenant within The Fairgrounds or elsewhere in Tamiami Park, or other County or Park property constructed from materials title to which was in the Tenant; provided, however, County shall be entitled to set off the outstanding principal amount of the Bonds against the replacement cost of the improvements as determined in the next paragraph by Tenant. All payments required to be made to the Tenant under the Lease shall be made prior to the

date the Lease shall terminate and the Tenant must vacate the Premises.

The replacement cost shall be determined by a competent expert real estate appraiser, who is a member of the American Institute of Real Estate Appraisers, selected jointly by the County and the Tenant, whose fee shall be shared equally between the County and the Tenant.

In the event that the Tenant has not commenced investment of the funds paid to it under this clause for comparable facilities at another site, within thirty six (36) months from the date of such payment, or that said funds shall not have been completely invested in comparable facilities at another site at the end of eighty-six (86) months from the date of such payment, then, in that event, all such funds, paid to the Tenant under the provisions of this clause shall immediately revert to the County.

ARTICLE XII

FINANCIAL REPORTS

The Tenant shall furnish to the County Manager copies of annual audited financial statements within 120 days of the end of the Tenant's fiscal year which is the period from July 1 to the following June 30. The Tenant shall notify the County Manager of any change in its fiscal year.

ARTICLE XIII

NOTICES

All notices given under this Lease shall be in writing and delivered by either certified or register mail. Notice shall be effectively served by the County upon the Tenant when addressed to the Tenant and mailed to any officer of the Tenant. Notice shall be effectively served by the Tenant upon the County when addressed to the County Manager and mailed to his or her official offices.

ARTICLE XIV

NON-DISCRIMINATION

Pursuant to the provisions of the Metropolitan Dade County Code, the Youth Fair will not discriminate based on race, color, creed or national origin in connection with the use, operation or maintenance of the property and facilities included in this Lease.

ARTICLE XV

NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved on to the Premises shall be at the risk of the Tenant or the owner of such property, and the County shall not be liable to the Tenant for any damages to said personal property unless caused by or due to the negligence of the County or its agents, servants, or employees.

ARTICLE XVI

SIGNS

Any exterior signs will, before erection, be first approved by the Director of the Dade County Department of Parks and Recreation. The costs of such signs will be borne by the Tenant.

ARTICLE XVII

COUNTY'S RIGHT OF ENTRY

The County, or any of its agents, shall have the right after reasonable notice to enter said Premises during all reasonable working hours to examine the same or to require such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation of such Premises, or of buildings, during such time as the Premises are under the use and control of the Tenant.

ARTICLE XVIII

NON-WAIVER

The failure of the County in any one or more instances to insist upon the strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

This Lease Agreement shall be binding upon the County and the Youth Fair and their successors.

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ARTICLE XIX

OPTION TO RENEW

If the Tenant is not in default in the performance of the covenants set forth in this Lease, this Lease shall automatically renew under the same terms and conditions set forth in this Lease herein for three successive additional terms of fifteen (15) years each ("Option Terms") from the expiration of the original term of this Lease and from the expiration of each preceding Option Term, to a total of ninety (90) years, unless the Tenant gives the County written notice of its intention not to exercise this option at least ninety (90) days prior to the expiration date of the original term and each Option Term.

ARTICLE XX

PERMITS, LICENSES AND TAXES

Tenant shall secure at the sole cost of the Tenant all permits and licenses required for Tenant's operation and performance under this Agreement, and shall pay all taxes and assessments that shall be lawfully imposed or assessed by any governmental authority in connection with the business or operations conducted pursuant to this Lease. The Tenant shall observe, obey and comply with all applicable County, State and Federal laws, rules and regulations.

ARTICLE XXI

TAMIAMI PARK USE RESTRICTION

Consistent with the current understanding between the County and the Youth Fair, the County agrees that:

1. No mechanical rides shall be operated in Tamiami Park at any time, other than those supervised by the Tenant.
2. No other fair chartered under Chapter 616, Florida Statutes, shall be allowed to operate in Tamiami Park.
3. No other organization or association whose name contains the words "Youth Fair" or "Fair" shall be allowed to use Tamiami Park.
4. No games of chance or skill for merchandise shall be permitted in Tamiami Park, except as may be operated or supervised by the Tenant.

ARTICLE XXII

ARTS COMPLEX

The County grants to the Youth Fair all rights previously held by Youth Fair in accordance with the Ground Lease Agreement between the parties and the Board of Regents of the State of Florida, for and on behalf of Florida International University (FIU). Furthermore, this Lease is subject to the Arts Complex Use Agreement between the parties and FIU.

ARTICLE XXIII

PARK STAFF OFFICES

The Youth Fair shall continue to furnish office space to the County solely for certain parks administrative personnel at no charge. However, it shall be the responsibility of the Parks Department to maintain and repair such offices as may be needed and required. It shall also be the responsibility of the Parks Department to reimburse the Youth Fair on a quarterly basis for the actual cost of all utilities for such offices.

In addition, for so long as the Youth Fair provides a switchboard operator for the Parks Department, the Parks Department shall reimburse the Youth Fair for fifty percent (50%) of the cost of the annual salary of the switchboard operator. However, in no case is this reimbursement to include over-time or to exceed the salary of a Dade County Switchboard Operator One.

The Operator salary as described, is to be settled on a quarterly basis.

Telephone numbers, all charges associated therewith, will be the individual responsibility of the party to which same are assigned according to utility company records.

ARTICLE XXIV

OTHER PROVISIONS

No Representation: The County makes no representation warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed

that County will not be responsible for any loss, damage, or costs which may be incurred by the Youth Fair by reason of any such physical condition.

Headings: Any headings preceding the text of any articles, paragraphs or sections of this Lease shall be solely for convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction or effect.

Notices: All notices required or permitted to be given under the terms and provisions of this Lease by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County:

111 N.W. 1st Street, Suite 2550
Miami, Florida 33128
Attention: Finance Director

As to the Youth Fair:

10901 S.W. 24th Street
Miami, Florida 33165
Attention: E. Darwin Fuchs, C.F.E

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. Hand delivered notices shall be deemed received by the County when presented to the County Manager.

Binding Effect: The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon its parties

and their successors and assigns. This provision shall not constitute a waiver or any conditions prohibiting assignment or subletting.

No Waiver: There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Lease nor shall there be any waiver of any breach, default or non-performance by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

Force Majeure: The terms and conditions of this Lease shall be subject to force majeure. Neither the Youth Fair nor the County shall be considered in default in the performance of its obligations, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion hunger strike, lock-out, epidemic, fire, wind, flood or because of any law, order, proclamation, regulation or ordinance or any government or of any subdivision or because of any act of God or any other cause whether or similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party, to the other within ten days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling their contractual obligation by a

state of force majeure lasting continuously for a period of six months, the parties shall consult with each other regarding the future implementation of this Agreement.

Entirety of Agreement: The parties agree that this Lease sets forth the entire agreement between the parties, with respect to the lease of the Premises by the Youth Fair from the County, and in that regard, there are no promises or understandings other than those stated in this Lease. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties.

Interpretation of Lease: This Lease is the result of negotiation between the parties and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Lease shall not be construed in favor of or against either of the parties.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name in the manner required by law, and the Tenant have caused these presents to be executed in its name by its President, and caused its corporate seal to be affixed, attested by its Executive Vice President pursuant to authorization.

OFFICIAL SEAL:

ATTEST:

By: _____
Deputy Clerk

DADE COUNTY, FLORIDA

By: _____
Assistant County Manager

DADE COUNTY YOUTH FAIR AND EXPOSITION, INC., a non-profit corporation

ATTEST:

By: _____
Executive Vice President

By: _____
President

EXHIBIT A

SITE

LEGAL DESCRIPTION

DADE COUNTY YOUTH FAIR & EXPOSITION SITE

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 54 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR 115.04 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH AND 115.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, BEING ALSO THE NORTHERLY LINE OF THE 65.00 FOOT CANAL RIGHT-OF-WAY FOR 2103.69 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST FOR 662.92 FEET; THENCE NORTH 88 DEGREES 23 MINTUES 59 SECONDS EAST FOR 438.68 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 41 SECONDS WEST FOR 1476.99 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 51 SECONDS EAST FOR 820.35 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 09 SECONDS EAST FOR 64.00 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 51 SECONDS EAST FOR 830.00 FEET, (SAID LAST MENTIONED THREE COURSES BEING COINCIDENT WITH THE SOUTHERLY BOUNDARY LINE OF FLORIDA INTERNATIONAL UNIVERSITY AS SHOWN ON THAT CERTAIN SPECIFIC PURPOSE SURVEY PREPARED BY CARR SMITH & ASSOCIATES); THENCE SOUTH 03 DEGREES 08 MINUTES 41 SECONDS EAST FOR 321.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2891.29 FEET AND A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 53 SECONDS FOR AN ARC DISTANCE OF 222.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2838.29 FEET AND A CENTRAL ANGLE OF 4 DEGREES 24 MINUTES 55 SECONDS FOR AN ARC DISTANCE OF 218.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03 DEGREES 08 MINUTES 41 SECONDS EAST FOR 1304.47 FEET TO THE POINT OF BEGINNING, (SAID LAST MENTIONED FOUR COURSES BEING COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 107TH AVENUE AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 87502-2625) AND CONTAINING 86.81 ACRES MORE OR LESS.

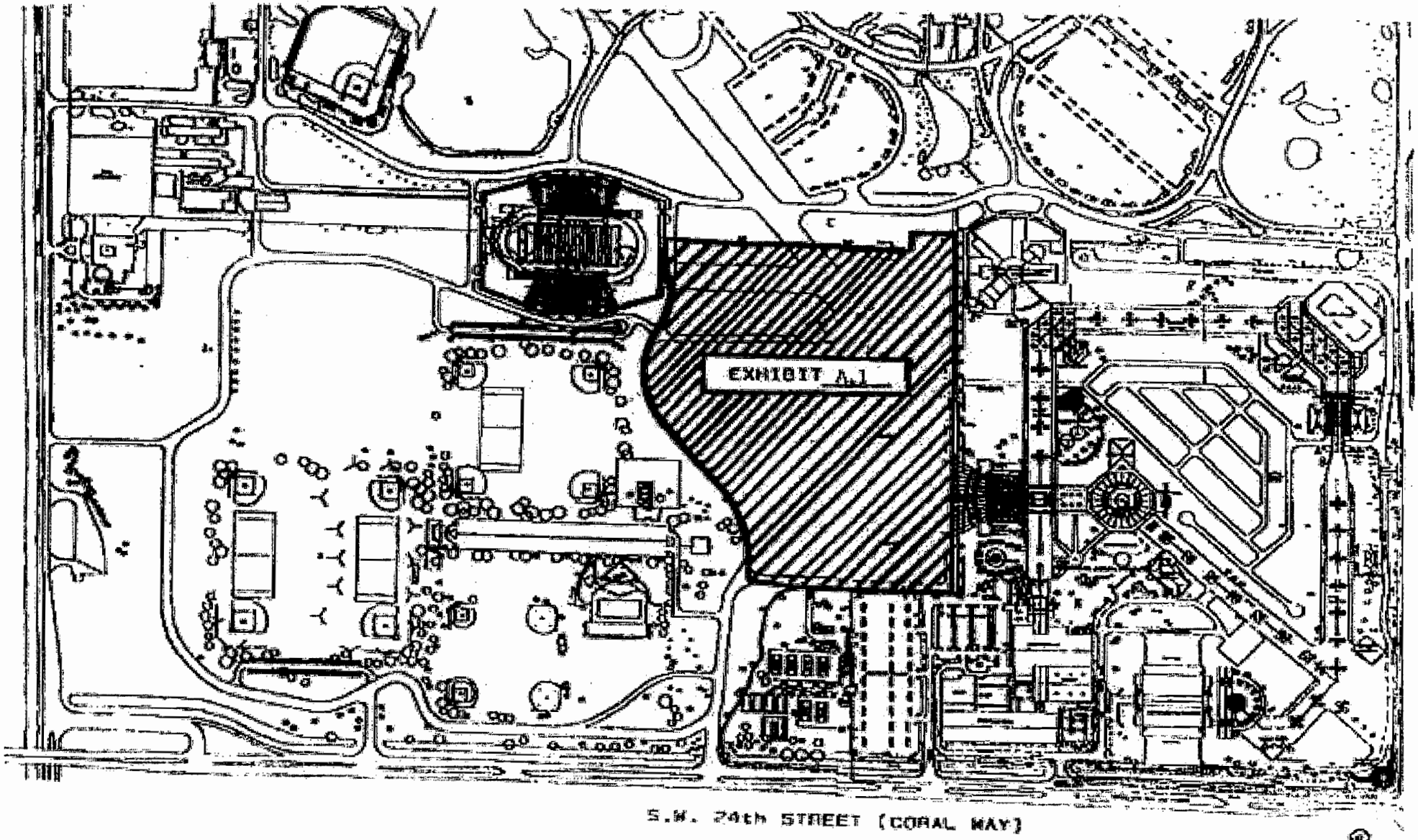
EXHIBIT A-1
S.W. 24th STREET (CORAL WAY)

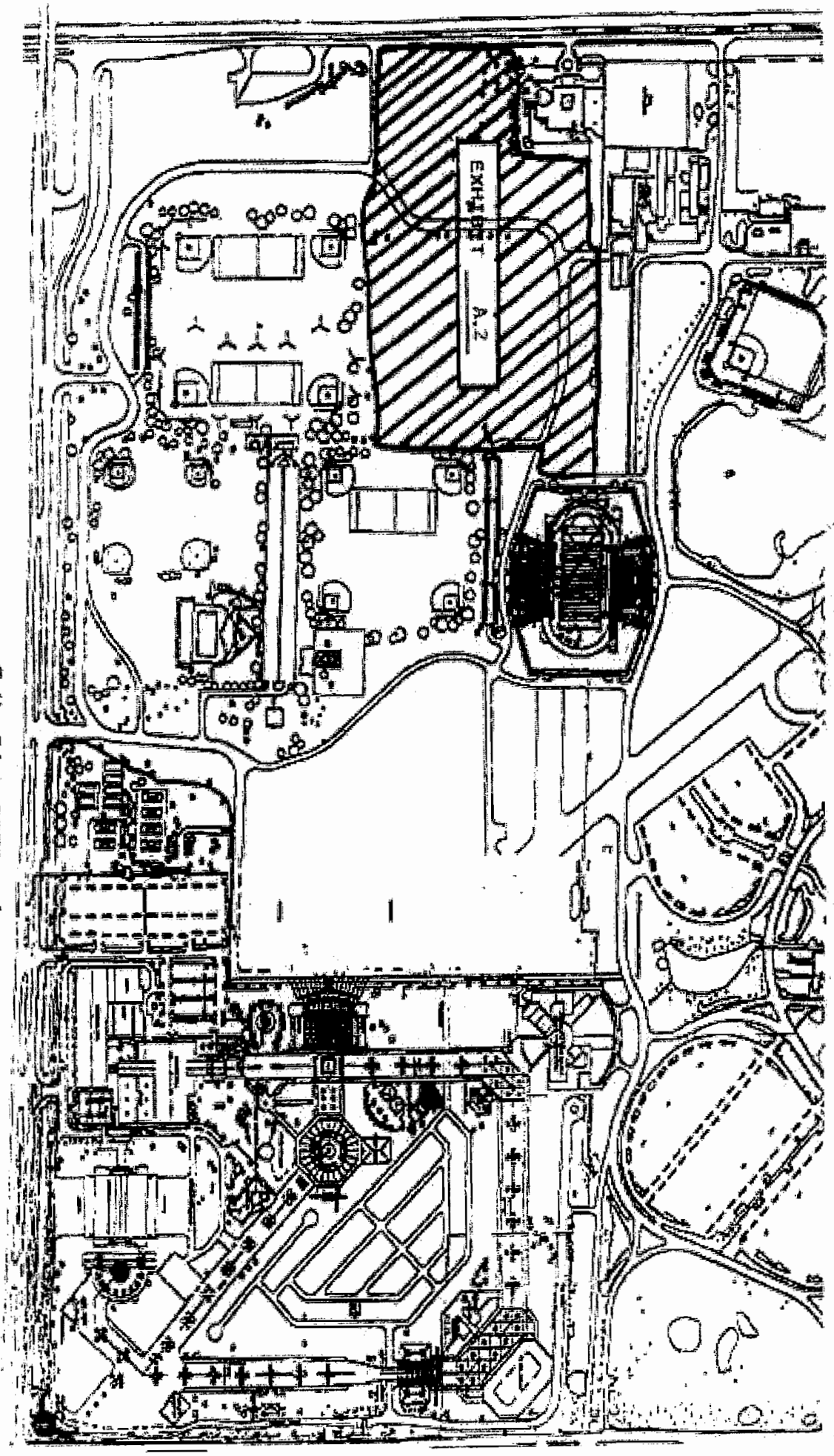
EXHIBIT A-2
S.W. 24th STREET (CORAL WAY)

EXHIBIT A.3

DADE COUNTY YOUTH FAIR & EXPOSITION INC.
MASTER PLAN DEVELOPMENT
PHASE ONE
APRIL 1995 - MARCH 1998

LIST OF COMPONENTS

STADIUM RELOCATION	Relocate Highschool Football Stadium
FIU ROAD	Reconfigure access road for Master Plan
UPGRADE ARNOLD-EDWARD-COLISEUM	Interior upgrade -finishes, ceiling & bathrooms
PARKING LOT LIGHTING	Lighting in parking areas
AC ARNOLD-EDWARD-COLISEUM	Air Condition Exhibition Halls
SKY GLIDER RELOCATION	Relocate Foundations to match Master Plan
KIDDIE LAND	Water, sewer, paving, drainage, utilities & landscaping
FAIR SQUARE	Water, sewer, paving, drainage, utilities & landscaping
FUN-A-TORIUM	Building, stage & viewing area for acts & exhibits
NORTH SERVICE INFIELD	Trailer parking & service area for concessionaires
CRAFT VILLAGE	Water, sewer, paving, drainage, utilities & landscaping
WEST MIDWAY	Water, sewer, paving, drainage, utilities & landscaping
FOUNTAIN PLAZA	Water, sewer, paving, drainage, utilities & landscaping
SHOW TENT	Water, sewer, paving, drainage, utilities & landscaping
MIDWAY-ENTRY TO FOUNTAIN	Water, sewer, paving, drainage, utilities & landscaping
FINE ARTS ENTRY COURT	Water, sewer, paving, drainage, utilities & landscaping
NORTH MIDWAY	Water, sewer, paving, drainage, utilities & landscaping
COMPUTER DISTRIBUTION SYSTEM	Conduit for Computer Distribution System
PEDESTRIAN WALK TO FIU	Water, sewer, paving, drainage, utilities & landscaping
ENTRY/FRONT GATE	Two story office & 28 Ticket stations combined to form Main Entry
FINE ARTS REST ROOM PACKAGE	Bathroom building including water, sewer, drainage, utilities & landscaping
P/L FENCE/LANDSCAPE DETAIL	Perimeter line fencing and landscaping
SEWER DISTRIBUTION SYSTEM	Main sewer system
WATER DISTRIBUTION SYSTEM	Main water & fire distribution system
ELECTRICAL DISTRIBUTION SYSTEM	Main electric distribution system
TELEPHONE DISTRIBUTION SYSTEM	Main telephone distribution system
SIGNAGE	New signage - overall
ICE/BASKETBALL PLAZA	Water, sewer, paving, drainage, utilities & landscaping - Midway & Entry area
EAST MIDWAY (NORTH END)	Water, sewer, paving, drainage, utilities & landscaping - Midway connector
NORTH SERVICE ROAD	Water, sewer, paving, drainage, utilities & landscaping
DESIGN FOR PHASE II	Design work - Agricultural / Disaster Building - Phase II
PARKING LOT PAVING	Paving & drainage
PARKING LOT IRRIGATION	Irrigation system
PARKING LOT TURF DEVELOPMENT	Turf for parking lot area

DADE COUNTY YOUTH FAIR & EXPOSITION, INC.
MASTER PLAN DEVELOPMENT
PHASE TWO
APRIL 1998 - MARCH 1999

LIST OF COMPONENTS

EAST MIDWAY RESTROOM PACKAGE	Bathroom building including water, sewer, drainage & utilities
EAST GATE UPGRADE	New rolling electronic gate at S.W. 107th Avenue
IRRIGATION - GENERAL	Master irrigation pumps and controls
TEAM ROOM - RESTROOM PACKAGE	Rebuild bathroom facilities
AGRICULTURAL / DISASTER RELIEF CENTER	100,000 square foot Agricultural Building and Disaster Relief Center
SOUTH BRIDGE PLAZA EXTENSION	Elevated connector from South Ramp to Agricultural Building
MIDWAY SOUTH	Midway connector to Agricultural Building
SOUTH SERVICE INFIELD	Reconfigure utilities and paving to accomodate Agricultural Building

EXHIBIT B

TO THE AMENDED AND RESTATED LEASE

OF COUNTY LANDS TO YOUTH FAIR

1. SCOPE OF SERVICES - For the Annual ten (10) month period each year when the Premises are not being used to conduct the Annual Youth Fair, the following provisions shall apply:

A. The Youth Fair shall negotiate and contract all shows and events by permittees that may use The Youth Fair facilities.

B. The Youth Fair shall establish and collect all fees for The Youth Fair facilities used by show event producers and coordinators. The fee structure shall be periodically submitted to the Parks Director for review and approval. Facility fees shall be established for both not-for-profit organizations and commercial enterprises. Fee waivers shall not be granted by either the County or The Youth Fair until the Bonds of the Youth Fair facilities have been paid in full.

2. SHOW/EVENT REVENUES AND EXPENSES - The Youth Fair shall provide to the County, an annual fiscal year end report of facility rental revenue for the operation of the Youth Fair facilities. The Youth Fair shall provide said year end report by August 31 of each year and shall pay to the County on or before September 30 of the year following operation, the percentage of Revenue (defined below)

received on facility usage as listed below:

	Percentage
0 to $199,999.00	10%
$200,000.00 to $249,999.00	12%
$250,000.00 to $299,999.00	14%
$300,000.00 and over	15%

Revenue from facility usage is defined as all collected gross revenues (exclusive of Annual Youth Fair revenue), minus all applicable taxes and those revenues contained in Paragraph 4, for (A) Use of Buildings, (B) Gate Receipts (revenues for same received from usage), (C) Grounds usage, and (D) Use of Campground. All revenue paid to the County shall be used by the County exclusively for the development of Tamiami Park and/or for Tamiami Park operations.

3. PARK RECREATIONAL PROGRAMMING - The Dade County Parks and Recreation Department shall have the right to continue to use the Youth Fair facilities for (1) Tamiami Little League Basketball for a maximum of 112 days per year; (2) County Parks recreation Summer Camp for approximately 3 months per year; and (3) for such other recreational programs sponsored, staffed and operated by the Parks Department which shall be subject to facility availability.

When the County uses The Youth Fair facilities, it shall be the responsibility of the County through its Park and Recreation Department, to provide, maintain, erect and take down all recreational or athletic equipment required by recreational programs and to provide supervision for operation of the recreation

programs, tournaments and other activities required. County will reimburse The Youth Fair for utilities, maintenance and any other direct costs for such programs or activities. If so specified by County, The Youth Fair agrees to deduct such utilities and maintenance costs from County's revenue as stipulated in Paragraph 2 of this Agreement prior to settlement with County, provided such County earned Revenue (percentage due) is equal to or grater than such expense.

4. FOOD SERVICE AND RENTAL EQUIPMENT - It shall be the exclusive right of The Youth Fair to open and operate the restaurant located in Arnold Hall for each and every event requiring food services and satellite food stands for certain shows which may not require contracted food and beverage concession stands. The Youth Fair shall retain all revenue from the operation of such Arnold Hall Restaurant Youth Fair Management.

Revenue derived from rental of equipment provided by The Youth Fair shall be payable to The Youth Fair and retained by The Youth Fair. All other concession privileges shall be considered facility revenue, including all food and beverage not operated by The Youth Fair's Arnold Hall restaurant management.

5. MAINTENANCE - Daily custodial maintenance, cleaning, litter and trash removal shall be The Youth Fair's responsibility for all events. At the conclusion of the events, it shall be the responsibility of The Youth Fair to clean all buildings and grounds used, for which the Permittee will be charged a predetermined amount based on scope and size of the event. The Youth Fair shall

furnish and supervise all needed electricians, plumbers, custodians and general labor for the operations of any and all events and charges shall be billed directly to the Permittee. The Youth Fair shall use its operations and supplemental contracted labor hired on an as needed basis. All such services to be in compliance with Dade County Codes.

6. PARKING - In accordance with the current practice of utilizing Tamiami Park grounds for parking, and in order to accommodate patrons attending shows and events contracting for the use of The Youth Fair facilities, The Youth Fair shall have the exclusive right to use the land described on Exhibit A.1 attached to this Lease consisting of approximately 36 acres to allow for parking approximately 5,000 cars together with such additional overflow parking in Tamiami Park as indicated in the sketch attached to this Lease as Exhibit A.2.

7. LIABILITY - When the premises are used by the County, the County and The Youth Fair are each responsible and liable for the negligence or wrongful acts of its own employees, agents and servants with regard to personal injury and/or property damage as the result of the performance of their respective duties and responsibilities under the terms of this Agreement.

8. INDEMNIFICATION - When the premises are used by the County, the County and the Youth Fair shall each indemnify and hold harmless the other party for the negligent or wrongful acts of its own employees, agents and servants with regard to personal injury and/or property damage as a result of the performance of their

respective duties and responsibilities under the terms of this agreement.

9. <u>COUNTY USE</u> - In the event of a pending or existing public disaster, the County shall have the full use of the Fairgrounds for temporary emergency purposes under the direction of the County Manager. The County shall be responsible and pay for all costs, direct or indirect, associated with such temporary emergency use.

[illegible]

ARTICLE VII

ASSIGNMENT

This Lease shall not be assigned nor shall the Premises or any part thereof be sublet nor shall the Tenant grant any license or sublease in respect to any of the improvements or facilities maintained, operated or located upon the demised premises, except (I) a partial assignment shall be permitted to a corporation whose function shall be to assume responsibility for services contained in Exhibit "B" attached hereto; or (II) upon prior approval of the County. Such approval may be withheld with or without cause and may be conditioned upon such terms as may be negotiated by the parties. The County's approval of such sublease, and the terms and conditions thereof, shall constitute an amendment to this Agreement. Any sublease of the demised premises entered into by the Lessee before May 23, 2000 and ratified by the Board of County Commissioners shall become part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Miami-Dade County Fair and Exposition, Inc.

By*: _____

Name: E. Darwin Fuchs

Title: President/ CEO

Date: 9/28/00

Attest: _____

Corporate Secretary

Miami-Dade County

By: _____

Name: _____

Title: County Manager

Date: 10/31/00

Approved by County Attorney as to Legal sufficiency

_____

* This Agreement must be signed by the President of the Lessee or an authorized representative of the Contractor as attested to by the Corporate Secretary.

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(M)(1)(B)
11-4-03

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-1241-03

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AMENDED AND RESTATED LEASE OF COUNTY LANDS WITH THE MIAMI-DADE COUNTY YOUTH FAIR AND EXPOSITION INC. TO SUBSTITUTE REVISED PARKING PLAN LANGUAGE AND EXHIBITS

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board approved a new general plan for Tamiami Park in 1999 that significantly increases the diversity of recreational activities while greatly improving vehicular and pedestrian circulation; and

WHEREAS, the Park and Recreation Department (Parks) has begun implementation of the new general plan through a variety of funding sources; and

WHEREAS, Miami-Dade County Fair and Exposition Inc. (The Fair) has a 30-year record of partnering with Parks, particularly in support of the operation and development of Tamiami Park; and

WHEREAS, The Fair has agreed to donate up to $3.0 million in improvements towards the implementation of the Tamiami Park general plan; and

WHEREAS, the new Tamiami Park general plan alters the configuration of event parking areas defined in the current lease agreement with The Fair, and requires that an amendment to the current lease agreement be executed; and

WHEREAS, this Board finds that it is in the best interest of the County to execute an Amendment to the Amended and Restated Lease of County Lands to Youth Fair to substitute revised parking plan language and exhibits.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The recital clauses enumerated above are true and correct and are incorporated herein by reference.

Section 2. This Board authorizes the County Manager to execute a Lease Amendment with the Miami-Dade County Fair and Exposition Inc substantially in the form attached hereto and made a part hereof, subject to proper execution by all parties and after approval by the County Attorney's office.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	aye		
Katy Sorenson, Vice-Chairperson	aye		
Bruno A. Barreiro	absent	Jose "Pepe" Diaz	aye
Betty T. Ferguson	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Jimmy L. Morales	aye
Dennis C. Moss	absent	Dorrin D. Rolle	aye
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Mariela Martinez-Cid

By: KAY SULLIVAN
Deputy Clerk

AMENDMENT TO AMENDED AND RESTATED LEASE OF COUNTY LANDS TO YOUTH FAIR

THIS AMENDMENT to Amended and Restated Lease of County Lands to Youth Fair is entered into this _____ day of _____, 2003, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter called the "County") and Miami-Dade County Fair & Exposition, Inc., a Florida not for profit corporation (d/b/a Dade County Youth Fair and Exposition, Inc.) (hereinafter called the "Youth Fair" or "The Fair").

WHEREAS, County and The Fair entered into an Amended and Restated Lease of County Lands To Youth Fair dated August 1, 1995, (the "Lease"); and as further amended by Resolution R-719-00 of Miami-Dade County, which is recorded in the Public Records of Miami-Dade County, Florida (the "Lease");

WHEREAS, County has requested and The Fair has agreed to make improvements to Tamiami Park valued up to but not to exceed Three Million Dollars ($3,000,000.00); and

WHEREAS, The Fair shall make such improvements to Tamiami Park in accordance with the Scope of Services attached as Schedule I hereto and by reference made a part hereof, and

WHEREAS, in order to make the improvements and to reallocate the parking areas for The Fair and special events, the parties have agreed that it is necessary to revise Article I. A. (2)" of the Lease, together with Exhibit "A.1"; Exhibit "A.2" and Exhibit B Section 6 of the Lease relating to parking and overflow parking in Tamiami Park, by replacing it with the revised terms set forth herein, and with Substitute Exhibit "A-1", Substitute Exhibit "A-2", and an additional Exhibit "A-3" attached hereto and Substitute Exhibit "B, Section 6" as referred herein and by reference made a part hereof.

NOW THEREFORE, in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. The Fair agrees to make the improvements with an expenditure of up to but not to exceed Three Million Dollars ($3,000,000.00), designated in Schedule I and, subject to Articles IV and XI of the Lease, (collectively the "Improvements").

2. The Fair acknowledges and agrees that it shall make the Improvements in accordance with the Scope of Services attached as Schedule I hereto.

3. County and The Fair hereby acknowledge and agree to modify Article I. A. (2) of the Lease pertaining to parking during the Fair. Language added is underlined while language deleted is stricken as follows:

> In accordance with the current practice of utilizing Tamiami Park grounds for parking, the Youth Fair shall have the exclusive right to use the land described on Substitute Exhibit "A-1" and Substitute Exhibit "A-2", attached to this Lease consisting of ~~approximately 36 acres to allow for~~ parking ~~approximately 5,000 cars per day~~ during the annual Fair together with such additional overflow parking as indicated on the sketch attached to this Lease as Substitute Exhibit "A-3". It is further understood The Fair shall annually advise the Park Director six (6) months prior to each year's annual Fair of the exact days needed for overflow parking on the site demonstrated as Substitute Exhibit "A-3".

4. Exhibit "B, Section 6 pertaining to the Fair's event parking during non-Fair time is modified as follows:

> PARKING – In accordance with the current practice of utilizing Tamiami Park Grounds for parking, and in order to accommodate patrons attending shows and events contracting for the use of the Youth Fair facilities, the Youth Fair shall have the exclusive right to use the land described on Substitute Exhibit "A-1" attached to this Lease consisting of ~~approximately 36 acres~~ to allow for patron parking together with such additional overflow parking as indicated on the sketch attached to this Lease as Substitute Exhibit "A-2". ~~of approximately 5,000 cars together with such overflow parking in Tamiami Park as indicated in the sketch attached to this Lease as Exhibit A-2~~When such overflow parking use is required the Fair shall provide the Park and Recreation Department notice for such use sixty (60) days in advance for one or two day events and ninety (90) days in advance for events greater than 2 days.

5. County and The Fair hereby acknowledge and agree to delete Exhibit "A.1" and Exhibit "A.2" and substitute the attached Substitute Exhibit "A-1", Substitute Exhibit "A-2", and additional Exhibit "A-3" in lieu thereof.

6. County hereby acknowledges that the Improvements constitute a part of the Lease and the terms of this Lease shall govern the use thereof. The other provisions of the Lease will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

ATTEST: Harvey Ruvin
Clerk of the Board

BY: _____
Witness

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
George M. Burgess, County Manager

DADE COUNTY YOUTH FAIR AND
EXHIBITION, Inc.

By: _____

By: _____
President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of December 2003 by [illegible] as President of Miami-Dade County Fair & Exposition Inc., a Florida not for profit corporation f/k/a Dade County Youth Fair and Exposition, Inc., on behalf of the corporation. (Check one) [X] He/She is personally known to me or [ ] He/She has produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA
Print, type or stamp Notary name:

Approved as to form and legal sufficiency

A-1
A-2
A-3

SCHEDULE I
Improvements To Tamiami Park
Scope of Work

- New Loop Roadway from west of FIU Stadium to S. W. 117 Avenue Entry.
- New Intersection at S. W. 117 Avenue Entry.
- 4 New Baseball fields and parking in northwest corner of Tamiami Park.
- New Loop Roadway from Recreation Center to Coral Way / 114 Avenue Entry, including Parking west of Recreation Center.
- Walkways / Jogging Paths throughout the scope of work area.
- Removal / Relocation of existing landscaping and lighting as required.
- New landscaping and lighting as required.