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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Resolution approving an Amended and Restated License Agreement between Miami-Dade County and the Friends of the Military Museum of South Florida at NAS Richmond, Inc. d/b/a Miami Military Museum and Memorial for the use, operation, maintenance and improvement of the Military Museum

Resolution No. R-158-15

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Dennis C. Moss and Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Agenda Item No. 14(A)(1)

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 Mayor'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)(1)
2-3-15

RESOLUTION NO. R-158-15

RESOLUTION APPROVING AN AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FRIENDS OF THE MILITARY MUSEUM OF SOUTH FLORIDA AT NAS RICHMOND, INC. D/B/A MIAMI MILITARY MUSEUM AND MEMORIAL FOR THE USE, OPERATION, MAINTENANCE AND IMPROVEMENT OF THE MILITARY MUSEUM AND CERTAIN COUNTY-OWNED LAND LOCATED AT GOLD COAST RAILROAD MUSEUM PARK, 12450 SW 152ND STREET, AND RESTRICTIVE COVENANT FOR SAME PROPERTY; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO MAKE CERTAIN REVISIONS TO AMENDED AND RESTATED LICENSE AGREEMENT AND RESTRICTIVE COVENANT UPON REQUEST OF FEDERAL GOVERNMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AFTER RECEIPT OF FINAL APPROVAL FROM FEDERAL GOVERNMENT AND TO EXERCISE ANY AND ALL PROVISIONS THEREIN

WHEREAS, during World War II, Building No. 25 was the headquarters for the blimp base at Naval Air Station Richmond, and is the only remaining wood-frame building from the blimp base; and

WHEREAS, Building No. 25 continued to be used after World War II for various functions, including as the Central Intelligence Agency headquarters for JIMWAVE, a covert operation against Fidel Castro during the Cuban Missile Crisis; and

WHEREAS, Building No. 25 has since been relocated to County-owned land near Zoo Miami and the Gold Coast Railroad Museum for use as the Miami Military Museum, which land is commonly referred to as the "Gold Coast Railroad Museum Park"; and

WHEREAS, this Board approved, via Resolution No. R-33-12, a License Agreement with the Friends of the Military Museum of South Florida at NAS Richmond, Inc. d/b/a Miami Military Museum and Memorial ("4M") for its use of a small section of the Gold Coast Railroad Museum Park from which to operate the Miami Military Museum; and

WHEREAS, 4M currently owns Building No. 25 and is seeking to restore Building No. 25 for use as a military museum; and

WHEREAS, the County committed $3 million from the Building Better Communities General Obligation Bond Program to be used for the relocation and restoration of Building No. 25; and

WHEREAS, during the 2013 and 2014 legislative sessions, the Florida Legislature funded the Miami Military Museum in the total amount of $1,575,000; and

WHEREAS, prior to disbursing the funds to 4M, Florida's Department of State, Division of Cultural Affairs, is requiring (pursuant to Section 265.701, Florida Statutes) the execution and recordation of a restrictive covenant by the County and by 4M, which restrictive covenant is attached hereto as Exhibit "B"; and

WHEREAS, the term of the restrictive covenant is for ten (10) years and would restrict the use of the land underlying the Miami Military Museum and Building No. 25 to use as a cultural facility; and

WHEREAS, the deed that originally conveyed the Gold Coast Railroad Museum Park from the United States government to the County requires that the federal government approve the License Agreement with 4M and the restrictive covenant; and

WHEREAS, the federal government required certain revisions to the License Agreement to 4M previously approved by this Board and therefore it is necessary that this Board approve the Amended and Restated License Agreement attached as Exhibit "A"; and

WHEREAS, this Board desires to delegate the authority to the County Mayor or County Mayor's designee to make any further revisions to the attached Amended and Restated License Agreement and/or any revisions to the attached restrictive covenant required by the federal government, provided any such revisions are acceptable to 4M, do not impose any additional financial obligations on the County, and do not contravene prior policy of this Board with respect to the use and development of the Miami Military Museum,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved by this Board.

Section 2. This Board hereby approves the Amended and Restated License Agreement between the County and 4M in substantially the form attached hereto as Exhibit "A" and the restrictive covenant in substantially the form attached hereto as Exhibit "B", both for County-owned land located at Gold Coast Railroad Museum Park, 12450 SW 152nd Street, Miami, Florida 33176.

Section 3. This Board hereby grants the County Mayor or the County Mayor's designee the delegated authority to make any revisions to the Amended and Restated License Agreement and to the restrictive covenant requested by the federal government, provided such revisions are also acceptable to 4M and the State, do not impose any additional financial

obligations on the County, and do not contravene prior policy of this Board with respect to the use and development of the Miami Military Museum.

Section 4. This Board authorizes the County Mayor or Mayor's designee to execute the Amended and Restated License Agreement and the restrictive covenant only after the County's receipt of written approval by the federal government of the Amended and Restated License Agreement and the restricted covenant and to exercise any and all provisions contained therein.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Dennis C. Moss and Commissioner Jose "Pepe" Diaz. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**aye**
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd of day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

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

Monica Rizo Perez

EXHIBIT A

AMENDED AND RESTATED MIAMI MILITARY MUSEUM AND MEMORIAL LICENSE AGREEMENT

THIS AMENDED AND RESTATED MIAMI MILITARY MUSEUM AND MEMORIAL LICENSE AGREEMENT (the "Amended Agreement") made and entered into as of this _____ day of _____, 2015 by and between the Friends of the Military Museum of South Florida at NAS Richmond, Inc. (DBA "Miami Military Museum and Memorial"), a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 12450 SW 152 Street, Miami, Florida, 33176 (hereinafter referred to as the "LICENSEE"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "COUNTY") (collectively, LICENSEE and COUNTY are the "Parties").

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Gold Coast Railroad Museum Park property located at 12450 SW 152nd Street, Miami, Florida for the recreation and cultural enjoyment of patrons, and which is administered for by the Miami-Dade Parks, Recreation and Open Spaces Department (the "PROS"); and

WHEREAS, the COUNTY is owner of the real property located at 12450 SW 152nd Street, Miami, Florida by virtue of the conveyance of said property ("Property") by the United States of America ("United States") to the COUNTY in that certain Quitclaim Deed recorded on July 15, 1987, at OR 13344, PG 1088 in the Dade County, Florida County Recorder – Clerk of the Courts ("Quitclaim Deed"); and

WHEREAS, the Quitclaim Deed provides that in exchange for title to the Property, the COUNTY agreed to use and maintain the Property for public park and recreational purposes in

8

perpetuity, said purposes being set forth in detail in the COUNTY'S October 20, 1982, Program of Utilization, as amended ("POU"); and

WHEREAS, the Quitclaim Deed provides, *inter alia*, that in the event the COUNTY commits a breach of the terms, conditions, covenants or restrictions in the Quitclaim Deed, all right, title and interest in the Property shall revert to and become the property of the United States, at its option; and

and

WHEREAS, pursuant to Resolution No. R-182-10, the COUNTY authorized the erection, construction and operation of the Gold Coast Railroad Museum Park ("Park") on the Property by adopting a General Plan illustrating the development of various facilities, including museum facilities associated with the LICENSEE (General Plan attached hereto as "Exhibit A"); and

WHEREAS, LICENSEE is a non-profit Florida corporation dedicated to the preservation, exhibition and operation of a military museum serving South Florida; and

WHEREAS, in order to maintain consistency with the General Plan, the COUNTY in 2012 entered into a License Agreement with the LICENSEE pursuant to which LICENSEE was authorized to construct, operate and maintain Richmond Building #25 ("Museum Building") and additional planned facilities lying within certain areas (Museum Building and the additional facilities are collectively the "Military Museum") of the Property; and

WHEREAS, the LICENSEE owns the Museum Building and, having previously relocated the Museum Building from federal lands to the Property, now seeks to complete the restoration and reconstruction of the Museum Building in part to help establish the Military Museum, whose purpose is to enhance the public park and recreational use of the Property; WHEREAS, any license agreement that involves the continued use and maintenance of the Property must be approved by the United States to ensure that the terms and conditions therein are in compliance with the terms, conditions, covenants and restrictions contained in the Quitclaim Deed and the POU; and

WHEREAS, the COUNTY and LICENSEE desire to amend certain provisions of that original License Agreement in order to ensure that its terms and conditions are in compliance with the terms, conditions, covenants and restrictions contained in the Quitclaim Deed and the POU.

9

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

Article 1

1.1. **Purpose**: This Amended Agreement amends, restates and supersedes in its entirety that certain License Agreement entered into between the COUNTY and LICENSEE on January 24, 2012 pursuant to Resolution R-33-12. The COUNTY hereby grants unto the LICENSEE, and the LICENSEE hereby accepts from the COUNTY for the term of this Amended Agreement, at the rate and upon the covenants and conditions as set forth herein, the right to develop, operate and maintain the Museum Building and Military Museum with associated exhibits on a designated portion of the Property, the diagram and legal description of which is attached as Attachment 3, (the "License Area").

A. The development, operation and maintenance of the Museum Building and Military Museum shall be in accordance with such rules, regulations, directions, ordinances, statutes and laws which may exist or may be adopted by bodies having appropriate jurisdiction.

B. The use and maintenance of the Museum Building, Military Museum, and License Area, and all activities engaged in thereon, shall be in compliance with the terms, conditions, covenants and restrictions contained in the Quitclaim Deed.

C. LICENSEE shall use the License Area only for the use permitted herein and not conduct any business nor provide any services nor sell any item or product not expressly provided for by this Agreement without the prior written approval of the COUNTY; provided that, in no event shall the COUNTY approve or give consent to any use, business, trade, service, or sale of any item or product by LICENSEE under this paragraph, the intent or effect of which constitutes a breach of any of the terms, conditions, covenants or restrictions in the Quitclaim Deed or POU, and further, that such approval or consent of the COUNTY under this paragraph shall be subject to the provision for National Park Service concurrence detailed in paragraph 1.7.C.

10

D. LICENSEE shall conduct its business at all times in accordance with this Agreement. E. The COUNTY shall continue to have the right to use and reserve the Museum Building, Military Museum, and the entire License Area for public purposes as required in the Quitclaim Deed, including but not limited to official government functions and events, not-for-profit events and educational events hosted by schools and colleges, provided: (i) the Museum Building is otherwise available that day for COUNTY or other public use and reservation; (ii) the COUNTY provides LICENSEE no less than one-hundred and twenty (120) days advance notice of desired use and reservation; and (iii) The COUNTY, or COUNTY-designated, public purpose entity, reimburses the LICENSEE for any and all costs to LICENSEE associated with the use and reservation of the Museum Building and/or License Area by such entity.

1.2. **Term:** The COUNTY hereby grants to the LICENSEE for a term of thirty (30) years, commencing on January 24, 2012, a license to use the License Area described in this Amended Agreement to be operated as specified herein.

1.3. **Extension Option:** Provided that there are no defaults by the LICENSEE, the LICENSEE reserves the right to request an option to extend this Amended Agreement for up to two (2) additional terms of ten (10) years each beyond the initial term of thirty (30) years granted in this Amended Agreement, and will notify the COUNTY in writing at least one hundred and eighty (180) days in advance of the expiration date of the Agreement of the requested extension. The COUNTY may, with the concurrence of the National Park Service, grant the LICENSEE'S request for an extension under this paragraph, provided that the LICENSEE is not in default of this Amended Agreement as of the date the request is received by the COUNTY; provided, however, that approval of any extension under this paragraph shall not be given by the COUNTY without the express, written concurrence of the National Park Service; provided further, that the license granted by the COUNTY to the LICENSEE in this Amended Agreement shall, if it has not been terminated or otherwise ended prior thereto, automatically expire not later than January 24, 2065. Any extensions granted under this paragraph shall be reduced to writing and made an amendment to this Amended Agreement.

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1.4. **Property Description:** The Property is located at 12450 SW 152nd Street, Miami, Florida, as shown on Attachment 1 attached hereto and incorporated herein by reference. The License Area extends to the designated limits as shown in Attachment 3, together with the appurtenances specifically granted in this Amended Agreement, including the use of common with other public areas of the Property, as hereinafter more fully provided.

1.5. **Miami Military Museum and Memorial:** Within the Property, the Miami Military Museum and Memorial, herein the "Military Museum," shall be located within and upon the License Area , specifically located and further defined as shown in Attachments 2 & 3. The LICENSEE accepts the License Area in an "as is" condition, and subject to all existing encumbrances, charges, conditions, covenants, easements, restrictions, right-of-ways and other matters of record, including specifically but without limitation the terms, conditions, covenants and restrictions contained in the Quitclaim Deed and the POU.

1.6. **Non-exclusivity:** This Amended Agreement provides for the LICENSEE to have operational control of the Museum Building and Military Museum within the License Area, but that control in no way prevents the COUNTY from utilizing the Military Museum, and License Area as set forth in Section 1.1.E, and from authorizing other services, products or items by other licensees, vendors, concessionaires or others elsewhere adjacent to and within the License Area.

A. The LICENSEE has acknowledged the COUNTY's intent to develop a restaurant and retail area (the "Mini-Main Street") to be located adjacent to and outside of the License Area entrance. The COUNTY grants to the LICENSEE and its authorized representatives the non-exclusive right to use the common spaces associated with the Mini-Main Street.

B. The LICENSEE has acknowledged the COUNTY's intent to develop a Railroad Museum, located adjacent to and outside of the License Area, within the Property. The COUNTY grants to the LICENSEE and its authorized representatives the non-exclusive right to use the Railroad Museum common spaces.

C. The LICENSEE has acknowledged the COUNTY's intent to develop new parking areas for the Property to be located adjacent to the entrance of the Property. The COUNTY grants to

12

the LICENSEE and its authorized representatives the non-exclusive right to use the vehicular parking spaces associated with the parking lot.

1.7. **License:** This Amended Agreement is not intended to and shall not be construed to vest the LICENSEE with any title, estate, possessory interest or property right in the Property or any real properties, personal properties or equipment of the COUNTY or in any part thereof, including without limitation the License Area and the existing equipment. The COUNTY does not by this Amended Agreement relinquish, convey, sell, lease, assign, dispose of or qualify in any degree its respective possession, title, control, or management of the Property or any personal properties or equipment, or in any part thereof. LICENSEE shall not be held liable for possessory interest taxes related to real property owned by the COUNTY.

It is expressly understood and agreed that neither the Property, License Area nor any real or personal property is being leased to LICENSEE under this Amended Agreement, that the intent and effect of the transaction authorized in this Amended Agreement is for any and all purposes a License and not a Lease, that LICENSEE's right to use the License Area and operate the License Area hereby granted shall continue only so long as LICENSEE shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, Agreements, stipulations and conditions herein contained. LICENSEE agrees not to represent itself as an agent or associate of the COUNTY or any unit thereof.

A. LICENSEE shall not license, sublicense nor subcontract the License Area or Military Museum operation or any part thereof, or use the same or any part thereof, or permit the same or any part thereof to be used for any other purpose than stipulated in this Amended Agreement, or make any alterations therein without the written consent of the COUNTY; provided that, in no event shall the COUNTY approve or give consent to any license, sublicense, or subcontract entered into by LICENSEE under this paragraph, the intent or effect of which constitutes a breach of any of the terms, conditions, covenants or restrictions in the Quitclaim Deed or POU, and further, that such approval or consent of the

COUNTY shall be subject to the provision for National Park Service concurrence detailed in paragraph 1.7.C .

B. Subject to the provisions of this Agreement, the LICENSEE shall not subcontract its interest in this Amended Agreement or in the Museum Building, or allow any other person or entity (except LICENSEE's authorized representatives) to occupy or use all or any part of the Museum Building, the Military Museum, or the License Area, or any part of the buildings and improvements located therein, without first obtaining COUNTY consent; provided that, in no event shall the COUNTY approve or give consent to any subcontract entered into by the LICENSEE the intent or effect of which constitutes a breach of any of the terms, conditions, covenants or restrictions in the Quitclaim Deed or POU, and further, that such approval or consent of the COUNTY shall be subject to the provision for National Park Service concurrence detailed in paragraph 1.7.C. The LICENSEE shall, in each instance of a proposed subcontract, give written notice of its intention to subcontract, to the COUNTY at least ninety (90) days or more before the proposed effective date of any such proposed subcontract, specifying in such notice what the LICENSEE proposes to contract, the proposed date thereof, and specifically identifying the proposed subcontracting entity, and such notice shall be accompanied by executed copies of the proposed subcontract document, current financial statements and the names, addresses, business entity number and the principals of the proposed subcontracting entity. The COUNTY shall not approve any subcontracts that are not directly related to military museum functions. Examples of subcontracts that would be deemed to be directly related to military museum functions include those for small concessions to provide for the sale of drinks, snacks, souvenirs and/or informational books and videos to museum visitors.

C. Upon receipt of said written notice under paragraph 1.7.B, the COUNTY shall contact the National Park Service to seek the National Park Service's concurrence that the proposed subcontract is in compliance with the terms, conditions, covenants and restrictions contained in the Quitclaim Deed. Within thirty (30) days from the date on which the

National Park Service provides the COUNTY with its concurrence, or non-concurrence as the case may be, the COUNTY shall notify the LICENSEE of its consent or refusal to consent to the proposed subcontract, provided that consent to any subcontract proposed in this Amended Agreement shall not be given by the COUNTY without the express, written concurrence of the National Park Service as provided in this paragraph.

D. The LICENSEE may, at some point in the future, elect to pursue the use of federal historic tax credits in the redevelopment of the Museum Building. In this event, the LICENSEE reserves the right to approach the COUNTY in the future with a proposal for the use of federal historic tax credits and to seek approval of same from the proper authority or agency of the United States. In no event shall the application for, approval of, or use of federal historic tax credits be permitted, authorized, or approved if doing so would cause or result in a breach of the terms, conditions, covenants and restrictions in the Quitclaim Deed or POU by any party to this Amended Agreement or any other party or entity.

1.8. **Attachments:** The Attachments listed in this Paragraph and attached to this Amended Agreement are hereby incorporated in and made a part of this Amended Agreement:

Attachment 1:	Gold Coast Railroad Museum Park Property
Attachment 2:	General Plan of Park Property
Attachment 3:	Miami Military Museum and Memorial License Area Legal Description
Attachment 4:	Park and Recreation Development Rider

Article 2

2.1 **Use:** Except when and to the extent that the License Area may be untenantable by reason of damage by fire or other casualty, LICENSEE shall, after beginning initial Military Museum operation, continuously and uninterruptedly use, occupy and operate for purposes outlined herein all of the License Area. LICENSEE shall have on the License Area adequately trained personnel for efficient service to customers. LICENSEE shall notify COUNTY in writing when

LICENSEE has sufficiently adapted the Museum Building to a point where public visitation can take place and Military Museum operations will commence.

2.2 **Limitations on Use:** LICENSEE shall use and operate the Museum Building, the Military Museum, and the License Area and any part thereof, in a manner which would not, in any way, (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the License Area or Park property or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the License Area or Gold Coast Railroad Museum; (v) impair or interfere with the cleaning, heating, ventilating or air-conditioning of the License Area or the proper and economic functioning of any other area within the Park; (vi) impair or interfere with any of the other users of the License Area; (vii) breach, cause the COUNTY to breach, or result in a breach by the COUNTY or any other person or entity of the terms, conditions, covenants, or restrictions contained in the Quitclaim Deed or the POU; or (viii) impair, violate, or breach any of the LICENSEE's obligations under this Agreement.

2.3 **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of LICENSEE's business in the License Area, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the COUNTY or the COUNTY's continued ownership of the Property, LICENSEE, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the COUNTY. LICENSEE shall at all times comply with the terms and conditions of each such license or permit.

2.4 **Right of Entry:** The COUNTY shall have the right to enter the License Area, subject to a prior call to the site manager 24 hours before the visit, as well as in emergency circumstances, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements as the COUNTY deems necessary. Notwithstanding the foregoing, the COUNTY assumes no obligation to make repairs in the License Area other than those expressly provided for in this Agreement. The COUNTY agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with

minimum amount of inconvenience to LICENSEE and that the COUNTY will diligently proceed therewith to completion.

During the one hundred and eighty (180) days prior to the expiration of the term of this Agreement, the COUNTY may show the License Area to prospective licensees.

Article 3

3.1 **Percentage of Monthly Gross Receipts:** LICENSEE shall pay COUNTY an amount equal to eight percent (8%) of all "adjusted gross receipts", paid monthly. Said monthly receipts are to be paid on a monthly basis to the PROS.

3.2 **Adjusted Gross Receipts.** The term "adjusted gross receipts" as used in this Agreement means all monies owed or paid to or in consideration of determinable value received by the LICENSEE for services, admissions, merchandise and other transactions made by the LICENSEE, its subcontractors or concessionaires, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, or in consideration of any other thing of value, less:

A. Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to a taxing authority.

B. Refunds on sales.

C. Cash or non-cash items received in connection with promotional programs for the Park, including barter and discounts, provided such promotional programs are primarily for the purpose of Park promotion and not direct production of revenue, but not to exceed thirty percent (30%) of cash revenues.

D. Employee meals sold at a discount.

E. Approved sales of fixtures, trade fixtures and personal property other than in the ordinary course of business.

F. Grants, bequests and donations of money, services or railroad paraphernalia, historical memorabilia, and other related non-earned receipts. Such grants, bequests and donations of money must be approved by the COUNTY in writing if the donation of money is to be considered excluded from the adjusted gross receipts.

3.3 **Additional Taxes:** If at any time during the term of this Agreement, including any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the COUNTY on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the License Area and the premises for the purposes of this Paragraph.

3.4 **Taxes on LICENSEE's Personal Property:** LICENSEE shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the License Area by LICENSEE.

3.5 **Late Payment Charge:** In the event that the LICENSEE fails to make any payments on time, as required to be paid under the provisions of this Agreement, a penalty at the rate of 1.5% per month or any portion of a month shall accrue from the due date, against the delinquent payment(s) until same is paid The right of the COUNTY to require payment of such late payment charge and the obligation of the LICENSEE to pay same shall be in addition to and not in lieu of the rights of the COUNTY to enforce other provisions herein, including termination of this Agreement, or pursuing other remedies provided by law.

3.6 **Application of Payments:** Payments by the LICENSEE to the COUNTY are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Percentage of Monthly Adjusted Gross Receipts and the associated sales and use tax. Any remaining balance

in the payment will be applied to any other "Additional Rents" which are any monies due to the COUNTY above and beyond Percentage of Monthly Adjusted Gross Receipts.

3.7 **Worthless Check or Draft:** In the event that the LICENSEE delivers a dishonored check or draft to the COUNTY in payment of any obligation arising under this Agreement, the LICENSEE shall incur and pay to the COUNTY a service charge of $10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment and service charge shall be made within five (5) days from written notice of such default. Further, in such event, the COUNTY may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the COUNTY. A second such occurrence of dishonored check or draft during the Agreement term will constitute a default allowing termination of this Agreement by the COUNTY.

3.8 **Payment.** The Percentage of Monthly Adjusted Gross Receipts payable by LICENSEE to the COUNTY herein shall be payable in twelve (12) equal monthly installments on the first day of each month during the term of this Agreement. Such payments, as well as other amounts payable by LICENSEE to the COUNTY under this Agreement, all of which shall be deemed to be Additional Rent for the purposes of collection only herein, shall be paid promptly when due, without notice for any reason whatsoever and without abatement, except as hereinafter provided. Percentage of Monthly Adjusted Gross Receipts shall be paid to the COUNTY on or before the 15th day following the end of each month during the term of this Agreement and on or before the 15th day of the month following the expiration or earlier termination of this Agreement. All rental and percentage fees provided for in this Agreement shall be submitted to:

Miami-Dade Park and Recreation Department

Finance Division

275 N.W. 2nd Street, 3rd Floor

Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County Parks, Recreation and Open Spaces").

3.9 **Accord and Satisfaction:** No payment by LICENSEE or receipt by COUNTY of a lesser amount than any payment of Percentage of Monthly Adjusted Gross Receipts herein stipulated shall be deemed to be other than on account of the earliest stipulated Percentage of Monthly Adjusted Gross Receipts then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Percentage of Monthly Adjusted Gross Receipts be deemed an accord and satisfaction. The COUNTY may accept such check or payment without prejudice to COUNTY's right to recover the balance of such Percentage of Monthly Adjusted Gross Receipts or to pursue any other remedy provided in this Agreement, by law or in equity.

3.10 **Gross Receipts:**

A. Agreement Year Defined: "Contract Year" means a twelve-month period beginning on the Commencement Date of this Agreement.

B. Gross Receipts Defined: "Gross Receipts" means all receipts from the sale of services or merchandise by LICENSEE and sub-LICENSEE(s) of LICENSEE, sold in, upon or from the License Area, including such sales as shall in good faith be credited by LICENSEE and sub-LICENSEEs in the regular course of its or their business to personnel employed at the time of sale at the License Area, and mail and telephone orders received at the License Area and off-premises sales, but shall not be deemed to mean or include the following: amounts paid to the LICENSEE by sub-LICENSEEs in excess of percentage fees paid directly to the COUNTY by the sub-LICENSEE; amounts credited by LICENSEE or its sub-LICENSEEs for returned or defective merchandise; sales, excise and similar taxes; goods provided to the COUNTY or LICENSEE employees at its cost(plus shipping and handling charges); any credit card merchant or bank transaction processing fees levied, upon the transaction and remitted as such by LICENSEE; the proceeds of sales of LICENSEE's trade fixtures, operating equipment or other property used by LICENSEE or its sub-LICENSEEs in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when services or merchandise has been served, shipped or

delivered or when charged against the purchaser on the books of LICENSEE, or its sub-LICENSEEs, whichever of such events shall first occur.

C. LICENSEE's Certification of Receipts: LICENSEE shall submit to COUNTY on or before the 15th day following the end of each month during the term of this Agreement and on or before the 15th day of the month following the expiration or earlier termination of this Agreement, a written statement, signed by LICENSEE and certified by it to be true and correct, showing the amount of Adjusted Gross Receipts during the preceding month. LICENSEE shall submit to COUNTY on or before the 60th day following the end of each Contract Year an Annual Written Statement, signed by Owner, CEO, or Financial Officer of the LICENSEE and certified by it to be true and correct, setting forth the amount of Adjusted Gross Receipts during the preceding Contract Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statements referred to herein shall be in such form and style and contain such details and breakdowns as COUNTY may reasonably determine or require.

D. Examination of LICENSEE's Books and Records: Such books and records as are necessary to determine the amount of any Percentage of Monthly Adjusted Gross Receipts payable to COUNTY shall be subject to examination by COUNTY or its authorized representatives at reasonable times during LICENSEE's business hours, at COUNTY's expense and in such manner as not to interfere unreasonably with the conduct of LICENSEE's business.

E. LICENSEE's Receipts Records: For the purpose of computing and verifying the Percentage of Monthly Adjusted Gross Receipts due hereunder, LICENSEE shall prepare and keep, for a period of not less than three (3) years following the end of each Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by LICENSEE. LICENSEE shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers

having a cumulative total. LICENSEE shall keep, for at least three (3) years following the end of each Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail orders; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, LICENSEEs, and LICENSEEs; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of LICENSEE's Adjusted Gross Receipts. The acceptance by COUNTY of payments of Percentage of Monthly Adjusted Gross Receipts or reports thereon shall be without prejudice and shall in no case constitute a waiver of COUNTY's right to examination of LICENSEE's books and records of its Adjusted Gross Receipts and inventories of merchandise.

F. Audit of LICENSEE's Business Affairs and Records: COUNTY shall have the right to cause, upon five (5) days written notice to LICENSEE, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the COUNTY, or the Audit and Management Services Department of the COUNTY. LICENSEE shall make all such records available for said examination at the License Area or at some other mutually agreeable location. If the result of such audit shall show that LICENSEE's statement of Adjusted Gross Receipts for any period has been understated, LICENSEE shall pay COUNTY the amount due. If such understatement is three percent (3%) or more, LICENSEE shall pay COUNTY the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon COUNTY and LICENSEE. The furnishing by LICENSEE of any grossly inaccurate statement may constitute a default of this Agreement as determined by the COUNTY. If LICENSEE fails to record, maintain, or make available sales supporting

documentation as specified above, LICENSEE shall be deemed to be in default of this Agreement.

3.11 **County Approval:** Prior to commencing Museum operations, the LICENSEE shall notify the COUNTY in writing, at least one-hundred and twenty (120) days in advance, of its intent to commence operations and request COUNTY approval of its plan for operating the License Area ("Operating Plan"). The Operating Plan shall address the organization's mission, finance, administration, museum capital development and operational parameters. Once operational, the LICENSEE shall notify and request COUNTY approval of any substantial changes to the Operating Plan or any changes to the LICENSEE or License Area.

Further it is understood by the LICENSEE that should the COUNTY disapprove of any Operation Plan items the LICENSEE may offer alternative solutions. The COUNTY reserves the right with stated just cause to require the LICENSEE to change within a stated time any and all items it deems in need of change, despite previous approval of same.

3.12 **LICENSEE's Employees and Personnel:** LICENSEE's employees in contact with the public shall (a) perform their duties in an efficient and courteous manner, (b) be courteous and cooperative and present a neat, clean and professional appearance, and (c) be able to understand and communicate in spoken English. Failure of a LICENSEE's employee to do so shall be grounds for the COUNTY to find LICENSEE in default of this Agreement. LICENSEE's employees will not be considered agents of the COUNTY.

LICENSEE's employees shall all be in full compliance with Ordinance 08-07, Chapter 26-38 of the County Code, whereby all LICENSEE employees shall all have a national criminal background check by a Professional Background Screener to prepare a report to insure that no worker, vendor or staff member or volunteer is listed on the National Sex Offender Public Registry. This background check shall be performed every three (3) years thereafter. Upon notice of evidence that any staff member has been found not in compliance with Chapter 26-38, LICENSEE will immediately take the necessary action to prohibit their return to the property.

The LICENSEE shall provide the Department with the name and telephone number of a contact

management person of the LICENSEE who will be on call, at all times, for emergencies or other matters related to the operations under this Agreement.

3.13 **Hours of Operation:** Once operational, LICENSEE intends to operate the Museum seven (7) days a week during those hours approved by the COUNTY or as otherwise agreed among the parties. Sufficient LICENSEE staff shall be available to provide outstanding service. The LICENSEE may change its hours of operation within its Operations Plan, but must give COUNTY as least thirty (30) days written notice of any such change. Hours of operation should generally be consistent with that of Zoo Miami.

3.14 **Pricing:** LICENSEE shall establish and maintain a pricing schedule that will be provided to the COUNTY prior to commencement of operations. If the LICENSEE wishes to change its standard prices, LICENSEE will provide to the COUNTY a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval by the COUNTY, at any time during this Agreement Term when price changes are contemplated. Pricing for special events or services shall be expeditiously approved/disapproved by the Department.

Article 4

4.1 **Signs:** The nature, size, shape and installation of LICENSEE's business signs within the License Area or in, on or adjacent to the License Area must first be approved in writing by COUNTY. With the exception of those signs or sign structures that the COUNTY requests to retain, all signs shall be removed by the LICENSEE at the termination of this License Agreement and any damage or unsightly condition caused to premises because or due to said signs shall be satisfactorily corrected or repaired by the LICENSEE. Notwithstanding the above, the LICENSEE shall have the right to place signage on the Building signifying it as the occupant.

4.2 **Quality of LICENSEE's Service:** The LICENSEE shall conduct its operations in an orderly

manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations. The LICENSEE shall control the conduct, demeanor and appearance at all times or on-site of its officers, members, employees, agents, representatives, and upon objection of the COUNTY concerning the conduct, demeanor or appearance of any such person, LICENSEE shall immediately take all necessary steps to correct the cause of such objection. LICENSEE shall take good care of said premises, shall use the same in a careful manner and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this Agreement or its termination in any manner, shall deliver said premises to the COUNTY in the same condition as at the commencement of this Agreement, with the exception of loss by fire or other casualty and normal wear and tear. LICENSEE shall furnish good, prompt and efficient service, adequate to meet all reasonable demands. Therefore, it is expressly understood and agreed that said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the Gold Coast Railroad property. The LICENSEE agrees that a determination by the COUNTY will be accepted as final in evaluating whether LICENSEE's activities infringe on the rights of others as described above and that LICENSEE will fully comply with any decisions on this matter.

4.3 **Services/Equipment Provided by County:** The County shall provide access to the following on-site infrastructure:

A. Electrical as existing.

B. Water facilities as existing.

C. Sewage collection as existing.

4.5 **Equipment and Services Provided by LICENSEE:** The LICENSEE, at its sole cost, shall provide at the License Area:

A. Grounds and Facility Maintenance. LICENSEE shall property provide for all grounds and facility maintenance within the License Area during the term of this Agreement. This includes buildings and facilities owned by the LICENSEE or the COUNTY and all actions to

construct, upgrade, repair, improve or make consistent with revised code as required to be available to the public in a safe and secure manner.

B. Janitorial service within the License Area.

The LICENSEE shall keep the License Area and equipment clean at all times. The provision of janitorial services and all interior maintenance within the License Area are the sole and exclusive responsibility of the LICENSEE. Upon failure of the LICENSEE to maintain the License Area as required in this Paragraph, the COUNTY may, after fifteen days written notice to the LICENSEE, enter upon the License Area and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Additional Rental(s), and shall be billed to and paid by the LICENSEE.

B. Pest extermination.

C. LICENSEE shall provide and place in and around the License Area approved covered receptacles, approved by the COUNTY for trash, garbage and other refuse. LICENSEE shall provide for proper handling, transfer and disposal of trash, garbage and other refuse caused as a result of its operation. LICENSEE will transport or have transported its trash to an approved dumpster or garbage truck.

4.6 **Equipment Installed by LICENSEE:** The LICENSEE shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the License Area. All furnishings, fixtures and equipment acquired for the License Area shall be of a high quality as good as or better than that found at other COUNTY Licensed Areas. Following the installation of any additional equipment, furnishing and improvements which may vest with the COUNTY, LICENSEE shall provide to the COUNTY a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

LICENSEE agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other related codes. LICENSEE shall not alter or modify any portion of the License Area or the improvements constructed

therein without first obtaining written approval from the COUNTY.

4.7 **Ownership of Improvements:** During the term of this Agreement, the Museum Building, restored and relocated with COUNTY funds, as well as any other exhibits placed by LICENSEE within the Military Museum and License Area shall remain the property and responsibility of the LICENSEE, unless otherwise conveyed by LICENSEE to the COUNTY and accepted by the COUNTY. COUNTY's acceptance of such property shall be at its sole discretion. During the term of this Agreement, title to all other improvements constructed outside of the Museum Building elsewhere in the License Area by the COUNTY, or constructed using COUNTY funds, shall immediately vest with the COUNTY, and all improvements purchased or constructed by the LICENSEE in this License Area (with the exception of the Museum Building) using private funds shall immediately vest with the COUNTY. Notwithstanding the foregoing, military artifacts and exhibit displayed throughout the License Area will remain owned by the party that procured them. Upon the expiration or earlier termination of this Agreement for any reason, all existing and subsequently installed fixtures, equipment, improvements and appurtenances attached to or built into the License Area in such a manner as to become part of the freehold, whether or not by or at the expense of LICENSEE, shall become and remain a part of and be surrendered with the License Area to the COUNTY.

Any furniture, furnishing, equipment or other articles of movable personal property owned by LICENSEE and located in the License Area, shall be and shall remain the property of LICENSEE and may be removed by it at any time during the term of this Agreement so long as LICENSEE is not in default of any of its obligations under this Agreement, and the same have not become a part of the freehold, and so long as such does not materially affect LICENSEE's ability to use the License Area and conduct its business as required herein. However, if any of LICENSEE's property is removed and such removal causes damage to the License Area, LICENSEE shall repair or pay the cost of repairing any damage to the License Area resulting from such removal. Any property belonging to LICENSEE and not removed by LICENSEE at the end of the Agreement including any renewal or extension period, shall, at the election of the

COUNTY, be deemed to be abandoned by LICENSEE, and the COUNTY may keep or dispose of such property and restore the premises to good order within ten (10) days after vacating property therefore. At the end of the Agreement including any renewal or extension period, LICENSEE shall deliver to the COUNTY the keys and combinations to all safes, cabinets, vaults, doors and other locks left by LICENSEE on the License Area.

4.8 At any time during the term of the Agreement, but only after the LICENSEE has completed all building restoration to the Museum Building and made it fully operational, the LICENSSE may request that the COUNTY assume ownership of the Museum Building. If the COUNTY agrees to accept the conveyance of the Museum Building pursuant to terms and conditions acceptable to the COUNTY, the LICENSEE shall convey the Museum Building by deed or bill of sale, as solely determined by the COUNTY. Any such conveyance will be presented to the Board of County Commissioners ("Board") for its approval and acceptance. **Security and Protection:** The LICENSEE acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection with the requirements of this Agreement. The COUNTY makes no warranties as to any obligation to provide security for the License Area or LICENSEE. LICENSEE may provide its own specialized security for the License Area, subject to the COUNTY's written approval, or work with existing security systems already provided within the Zoo Miami area. Absence of said LICENSEE security measures shall not create any security obligation on behalf of the COUNTY.

4.9 **Hurricane Preparedness:** In the event of a hurricane, the LICENSEE will follow the COUNTY's Emergency Operations Center plan of action. The LICENSEE shall follow the COUNTY's emergency evacuation and hurricane plan as set forth for the License Area or LICENSEE.

4.10 **Utility Services:** The COUNTY has caused all necessary utility lines and services to be brought to the License Area. LICENSEE shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the LICENSEE, as determined either by the public utility providing such service or by the COUNTY in the exercise of

reasonable judgment. LICENSEE shall make all repairs caused by LICENSEE's negligence.

4.11 **Payment of Utility Services:** LICENSEE agrees to pay for all charges for utility service used or consumed in or upon the License Area including, but not limited to: electricity, gas, and water and sewerage charges. To the extent that such utility charges are separately measured by metering or otherwise, LICENSEE agrees to pay the actual cost thereof, without addition or surcharge by the COUNTY. To the extent that such utility charges are not separately metered, LICENSEE agrees to pay LICENSEE's pro-rata share thereof, as determined by the COUNTY. In the event of a dispute between the parties regarding the amount of any utility or service provided by the COUNTY and not separately metered, the COUNTY and the LICENSEE shall have the right to engage a registered Professional Engineer to compute LICENSEE's utility usage, and determine an equitable utility charge to LICENSEE based upon such usage.

4.12 **Curtailment or Interruption of Service:** The COUNTY reserves the right to interrupt, curtail or suspend the provision of any utility service to which LICENSEE may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements which, in the judgment of COUNTY, are desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the COUNTY. The work of such repairs, alterations, or improvements shall be performed with reasonable diligence. The COUNTY shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to LICENSEE or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of rent or other charges, nor damages, shall be claimed by LICENSEE by reason of the COUNTY's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of LICENSEE's obligations hereunder be affected or reduced thereby.

4.13 **Damages:** LICENSEE shall repair all damages to the License Area caused by the LICENSEE, its employees, agents, or independent contractors.

4.14 **Inspection by County:** The COUNTY shall have the authority to make periodic reasonable

inspections of all the License Area, equipment, and operations during the normal operating hours thereof to determine among other things, if such are being maintained in a neat and orderly condition. The LICENSEE shall be required to make any improvements in cleaning or maintenance methods as required by the COUNTY. Such periodic inspections may also be made at the COUNTY's discretion to determine whether the LICENSEE is operating in compliance with the terms and provisions of this Agreement.

Article 5

5.1 **Damage or Destruction of Premises:** LICENSEE is required to carry insurance on the Museum Building as specified in this Agreement, and, if damaged, use such proceeds to restore and make the Museum Building usable in accordance with the terms of this Agreement. If any part of the License Area other than the Museum Building is partially damaged by fire, windstorm or other casualty, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by the COUNTY from proceeds of its insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Percent of Monthly Gross Receipts payable hereunder for the period of the LICENSEE's business interruption, shall be made. If the damage shall be so extensive as to render such License Area unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the COUNTY from the proceeds of the insurance coverage and/or at its own cost and expense, and for the period of LICENSEE's business interruption a pro-rata adjustment shall be made as to the Percent of Monthly Adjusted Gross Receipts and utility fees.

In the event the said License Area are completely destroyed or so damaged that they will remain unusable for more than thirty (30) days, the LICENSEE and the COUNTY shall be under no obligation to repair and reconstruct the premises, and adjustment of the rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Agreement which pertains to such destroyed property shall cease and terminate,

and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the COUNTY, and through negotiations pertaining to all matters for continuing the License Area operations in this Agreement, the COUNTY or the LICENSEE may reconstruct the premises upon such terms and conditions as the parties may agree. In the alternative, should circumstances or mutual agreement between the COUNTY and LICENSEE determine that the License Area should not be reconstructed, all insurance proceeds shall accrue solely to the COUNTY.

5.2 **County's Repair, Facilities Repairs, Alterations and Additions by the County:** The COUNTY, as its responsibility, and at its expense (except if the damage is caused by LICENSEE), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order only those improvements it constructs or causes to construct within the License Area.

There shall be no allowance to LICENSEE for a diminution of rental value for interruption of business and no liability on the part of the COUNTY by reason of inconvenience, annoyance, or injury to business arising from the COUNTY, LICENSEE or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the License Area, or to fixtures, appurtenances, or equipment thereof. The COUNTY shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and License Area, including the License Area under this Agreement, free from any and all liability to the LICENSEE for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence or intentional misconduct by the COUNTY and where not otherwise indemnified by the LICENSEE, subject to the limitations of Section 768.28, Florida Statutes. In making such repairs, alterations, and additions, the COUNTY shall take such reasonable measures as are necessary to minimize interference with LICENSEE's operation of the License Area, for short term disruption to LICENSEE's business of one week or less the COUNTY will attempt to make accommodations to minimize the inconvenience and injury to LICENSEE's business.

5.3 **LICENSEE's Work and LICENSEE's Design Criteria:** All construction work in support of the approved General Plan for the License Area shall be accomplished by LICENSEE at LICENSEE's sole expense and in accordance with this Agreement and the Development Rider, attached as Attachment 4 and made a part hereto by reference. In no event shall LICENSEE do any work without the express written consent of the COUNTY.

5.4 **Performance of Obligations:** LICENSEE covenants at all times during the term of this Agreement to perform promptly all of the obligations of LICENSEE set forth in this Agreement.

5.5 **Ingress and Egress:** Subject to the COUNTY's rules and regulations, statutes and ordinances, and terms of this Agreement governing the use of the License Area, LICENSEE, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the License Area and Gold Coast Railroad premises.

Article 6

6.1 **Assignment, Sub-Licensing, and Successors in Interest:**

A. LICENSEE shall not assign, mortgage, pledge, transfer nor otherwise encumber this Agreement or any portion thereof, nor any property of any kind whatsoever associated with this Agreement. Any assignment, mortgaging, pledging, transferring or encumbering of this Agreement and/or any property of any kind whatsoever associated with this Agreement shall be grounds for immediate termination of this Agreement by the COUNTY.

B. LICENSEE shall not enter into any sub-license Agreement for services required to be provided under this License Agreement without prior written approval of the COUNTY. Unapproved sub-licensing shall be grounds for immediate termination of this Agreement by the COUNTY. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any sub-licenses, including percentage payments on adjusted gross receipts as defined in this Agreement.

C. LICENSEE shall be liable for acts and omissions by any sub-license affecting this

Agreement. The COUNTY reserves the right to directly terminate (and evict or pursue any applicable remedy) any sub-license of the LICENSEE for any cause for which LICENSEE may be terminated.

Any services rendered hereunder pursuant to a sub-license must be made available and accounted for through the LICENSEE so as to provide seamless service to the public as if provided directly by the LICENSEE.

6.2 **Ownership of LICENSEE:** The ownership of the LICENSEE is very important to the COUNTY. Therefore, the COUNTY reserves the right to request an accurate list of LICENSEE board members upon reasonable notice.

6.3 **Damage to Property of LICENSEE:** The COUNTY will not be responsible for the real and personal property of the LICENCEE.

6.4 **LICENSEE's Insurance:** The LICENSEE or proposed subcontracting entity working within the License Area shall furnish to the COUNTY Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below for the License Area during the term of this Agreement and separately for the Richmond 25 Building reconstruction:

A. Worker's Compensation Insurance for all employees of the LICENSEE as required by Florida Statute, Chapter 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury, product liability and property damage. Miami-Dade COUNTY must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Property Insurance Coverage on an "All Risk" basis. Miami Dade County must be shown as a Loss Payee A.T.I.M.A.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the LICENSEE.

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 as to management and financial strength:

The Company must by rated no less than "B" as to management, and no less than Class "V" as to strength, by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

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

Compliance with the foregoing requirements shall not relieve the LICENSEE of any liability and obligation under this section or under any other section of this Agreement.

Award of this Agreement is contingent upon receipt from the LICENSEE of insurance documents within fifteen (15) calendar days after COUNTY notice. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the LICENSEE shall be notified either verbally or written of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the COUNTY. If the LICENSEE fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after first COUNTY notice as indicated above, the LICENSEE shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the COUNTY.

The LICENSEE shall assure that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all renewals or extension periods that may be granted by the COUNTY. If insurance certificates are scheduled to expire during the contractual period, the LICENSEE shall submit new or renewed insurance certificates to the COUNTY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the COUNTY shall suspend the Agreement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed in this Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Agreement.

The COUNTY reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the LICENSEE. Modification or waiver of any of the aforementioned requirements is subject to approval of the COUNTY's GSA Risk Management Division.

6.5 **Release and Indemnification:** The LICENSEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. The LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or

otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

Article 7

7.1 Termination by County: The occurrence of any of the following may cause this Agreement to be terminated by the COUNTY upon the terms and conditions as set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy or reorganization by the LICENSEE.

2) Institution of proceedings in involuntary bankruptcy against the LICENSEE if such proceedings continue for a period of ninety (90) days.

3) Assignment by LICENSEE for the benefit of creditors without prior County notification and approval.

B. Termination after thirty (30) calendar days written notice by the County either by posting on or at the License Area and by certified or registered mail to the known address of LICENSEE set forth in this Agreement.

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if LICENSEE makes the required payment(s) during the thirty (30) calendar day period following mailing of the written notice. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the thirty (30) calendar day period from receipt of written notice.

C. Termination after thirty (30) days from receipt by LICENSEE of written notice having either been posted on or at the License Area or by certified or registered mail to the address of the LICENSEE set forth in this Agreement:

1) Non-performance of any covenant of this Agreement other than non-payment of rent or performance fees as provided for in Section B above and listed in A and B above, and failure of the LICENSEE to remedy such breach within the fourteen (14) calendar day

period from receipt of the written notice.

2) Revenue Control and Audit Defaults: The inability or failure of the LICENSEE to provide the COUNTY with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this Agreement. In addition to termination for such uncured default, the COUNTY shall be entitled to collect damages in the full amount of the payments of the Security Deposit or Performance Bond or Line of Credit required in this Agreement.

D. A final determination in a court of law in favor of the COUNTY in litigation instituted by the LICENSEE against the COUNTY or brought by the COUNTY against LICENSEE.

E. Habitual Default: Notwithstanding the foregoing, in the event that the LICENSEE has repetitively defaulted four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the LICENSEE, regardless of whether the LICENSEE has cured each individual condition of breach or default as provided herein above, the LICENSEE may be determined by the Director of the COUNTY to be a "habitual violator". At the time that such determination is made, the COUNTY shall issue to the LICENSEE a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the LICENSEE that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(s) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, COUNTY may cancel this Agreement upon the giving of written notice of termination to the LICENSEE, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the LICENSEE shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the LICENSEE shall discontinue its operations at the

LICENSEE, and proceed to remove all its personal property in accordance with this Agreement.

7.2 **Termination by LICENSEE:** LICENSEE shall have the right upon thirty (30) calendar days from receipt of written notice to the COUNTY by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

A. A breach by the COUNTY of any of the terms, covenants or conditions contained in this Agreement and the failure of the COUNTY to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the LICENSEE, of the existence of such breach.

B. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the LICENSEE, or any substantial part, or parts, thereof in such a manner as substantially to restrict LICENSEE's operations for a period of ninety (90) calendar days or more.

7.3 **Surrender of Premises:** At the expiration or earlier termination of the term of this Agreement, LICENSEE shall peaceably surrender the License Area in as good a condition as the License Area were on the Commencement Date of this Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. LICENSEE shall deliver all keys for the License Area to the COUNTY at the place then fixed for the payment of rent, and shall notify the COUNTY in writing of all combinations of locks, safes and vaults, if any, in the License Area. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving LICENSEE's property or trade fixtures into or out of the License Area. LICENSEE's obligation to observe and perform the covenants set forth in this Paragraph shall survive the expiration or earlier termination of the term of this Agreement.

7.4 **Termination of Agreement:** Following the termination of this Agreement the LICENSEE, within fifteen (15) calendar days, or earlier if determined by the COUNTY, shall forthwith remove

all of its personal property not acquired under the terms of this Agreement. Any personal property of LICENSEE not removed in accordance with this Paragraph may be removed by the COUNTY for storage at the cost of the LICENSEE or shall constitute a gratuitous transfer of title thereof to the COUNTY for whatever disposition is deemed to be in the best interests of the COUNTY. The COUNTY shall not be liable to LICENSEE for the safekeeping of LICENSEE's personal property during or after termination of this Agreement. The COUNTY shall have the senior interest in the LICENSEE's personal property. LICENSEE shall not remove any equipment, supplies in bulk, or fixtures within the Facilities License Area at any time without pre-approval in writing from the COUNTY. LICENSEE shall be liable to the COUNTY for the fair market value of any equipment, supplies in bulk, or fixtures removed without COUNTY pre-approved written permission. LICENSEE shall also be liable for any expenses including attorney's fees and cost incurred by the COUNTY in prosecuting any action against LICENSEE following unapproved item removal described above. LICENSEE shall also be liable to the COUNTY for any expenses incurred by the COUNTY in replacing any items wrongfully removed by LICENSEE. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the LICENSEE except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the LICENSEE.

7.5 **Holding Over:** If LICENSEE remains in possession of the License Area after the expiration of the term of this Agreement, or any renewal or extension period, without a new Agreement reduced to writing and duly executed and delivered (even if LICENSEE shall have paid, and COUNTY shall have accepted, rent in respect to such holding over), LICENSEE shall be deemed to be occupying the License Area only as a LICENSEE from month-to-month, subject to all covenants, conditions, and Agreements of this Agreement unless the COUNTY elects to negotiate said covenants, conditions and Agreements. If LICENSEE fails to surrender the License Area upon the termination of this Agreement, then LICENSEE, in addition to any

liabilities to COUNTY accruing there from, shall indemnify and hold harmless the COUNTY and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding LICENSEE on such failure. The COUNTY Mayor or designee is granted authority to negotiate changes in contracts, permits and concessions that are about to expire to assure that the COUNTY does not lose revenue opportunities due to delays in obtaining a successor contract, permit or concession. Where the Board of County Commission approval or action is required to effectuate such changes, the County Mayor shall submit same to the Commission at the next available Commission meeting.

7.6 **Lien:** The COUNTY may lien personal property of the LICENSEE on the License Area to secure the payment to the COUNTY of any unpaid money accruing to the COUNTY under the terms of this Agreement.

7.7 **Limiting Legislative or Judicial Action:** In the event that any municipal, county (including Miami-Dade County), state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the LICENSEE for the purposes of this Agreement, this Agreement will be terminate and unenforceable by any party to this Agreement and the COUNTY shall have no further liability under this Agreement. The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the COUNTY under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of the LICENSEE for the purposes of this Agreement, this Agreement will be terminated and unenforceable by any party to this Agreement and the COUNTY shall have no further liability under this Agreement. If the COUNTY deems the Agreement terminated by function of this Paragraph, the COUNTY will not be liable to the LICENSEE for damages arising there from and the COUNTY shall have no further liability under this Agreement.

7.8 **Non-Discrimination:** LICENSEE does hereby for itself, its personal representatives,

successors in interest, and assignors, as part of the consideration hereof, covenant and agree that:

A. The LICENSEE shall not discriminate against any "employee", "tenant," "person." etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence stalking, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said License Area, except as provided by law.

B. That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.

C. That the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the Health, Education and Welfare Act - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the COUNTY shall have the right to terminate the Agreement and re-enter and repossess said License Area thereon and hold the same as if said Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.

LICENSEE shall not discriminate against any employee or applicant for employment in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges

of employment because of age, sex, physical handicap (except where based on a bona fide occupational qualification), marital status, color, religion, national origin, or ancestry.

7.9 **No Waiver of Right to Enforce:** The waiver by COUNTY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Percentage of Monthly Adjusted Gross Receipts hereunder by COUNTY shall not be deemed to be a waiver of any preceding breach by LICENSEE of any term, covenant, or condition of this Agreement, other than the failure of LICENSEE to pay the particular Percentage of Monthly Adjusted Gross Receipts so accepted, regardless of COUNTY's knowledge of such preceding breach at the time of acceptance of such Percentage of Monthly Adjusted Gross Receipts. No covenant, term, or condition of this Agreement shall be deemed to have been waived by the COUNTY, unless such waiver is not in writing by COUNTY, nor there any accord and satisfaction unless expressed in writing and signed by both COUNTY and LICENSEE.

7.10 **Rules and Regulations:** The LICENSEE shall observe, obey, and comply with all rules and regulations adopted by the COUNTY and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to LICENSEE's operations under this Agreement. Failure to do so will constitute a breach of this Agreement.

7.11 **Notices:** Any notices submitted or required by this Agreement shall be sent by registered or certified mail addressed to the parties as follows:

To the County:
County Mayor
Miami-Dade County
111 NW 1 St., 29 Floor
Miami, FL 33128

Copy to:
Director
Miami-Dade Parks, Recreation and Open Spaces Department
275 NW 2nd Street, 5th Floor

Miami, Florida 33128
Attn: Park and Recreation Director

To the LICENSEE: Executive Director
Miami Military Museum and Memorial
12450 SW 152 Street
Miami, Florida 33176

or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The COUNTY may alternatively provide notice by posting written notice on or at the License Area. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, which notice will have the effect of being constructively received by the recipient.

7.11 **Rights to be Exercised by County:** Wherever in this Agreement rights are reserved to the COUNTY, such rights may be exercised by the COUNTY.

7.12 **Interpretations:** This Agreement and the attachments hereto, and other documents and Agreements specifically incorporated by referenced herein, constitute the entire, fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the COUNTY, appropriate authorization shall be construed to mean appropriate formal action by the COUNTY or the Board of County Commissioners. This Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by laws of the State of Florida.

7.13 **Rights Reserved to County:** All rights not specifically granted to the LICENSEE by this Agreement are reserved to the COUNTY. The designation of any particular remedy for the COUNTY is without prejudice to any other relief available in law or equity, and all such relief is

reserved to the COUNTY.

7.14 **Entirety of Agreement:** The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

7.15 **Headings:** The headings of the various Paragraphs and Sections of this Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

7.16 **Waiver:** Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement.

7.17 **No Partnership or Agency:** The COUNTY and the LICENSEE are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Agreement does not constitute and shall not be represented to constitute a partnership between the COUNTY and the LICENSEE.

7.18 **Venue**: Any litigation between the COUNTY and the LICENSEE relating in any way to this Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida and shall be governed by Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as defined herein and set forth above. By the signatures below, each part hereby represents and warrants that each individual is duly authorized to enter into and execute this Agreement for and on behalf of the respective organizations.

Attest:

MIAMI MILITARY MUSEUM AND MEMORIAL,
a non-profit corporation of the State of Florida

By:_____
Witness

By:_____
Museum President

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is personally known and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public:_____
Commission:

Attest:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
County Attorney

By:_____
County Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, respectively, of the Miami-Dade County, Florida, who is personally known and who being duly sworn, depose and say that the aforementioned is true and correct to their best knowledge.

[SEAL]

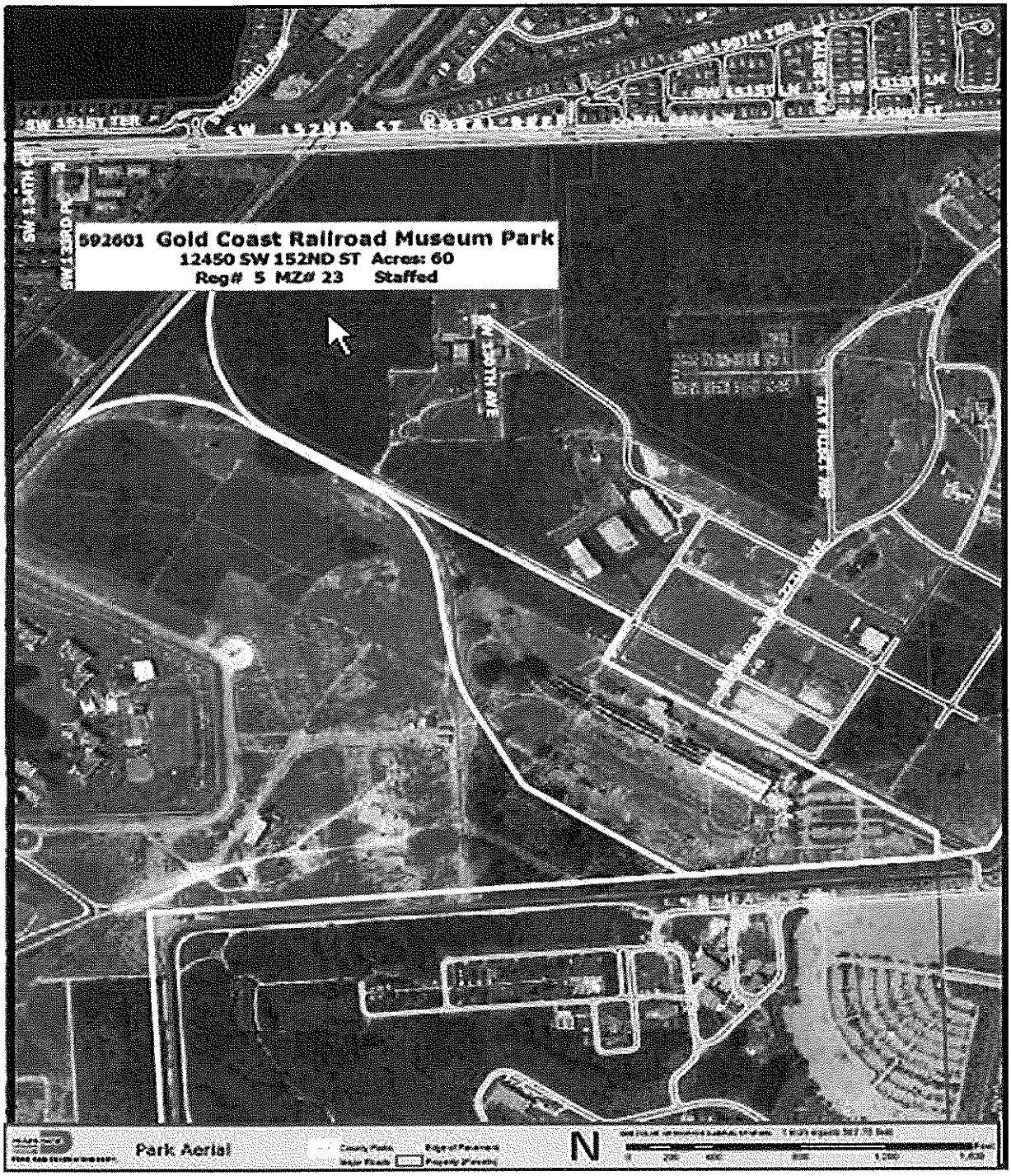
Notary Public: _____
Commission:

_____
County Clerk

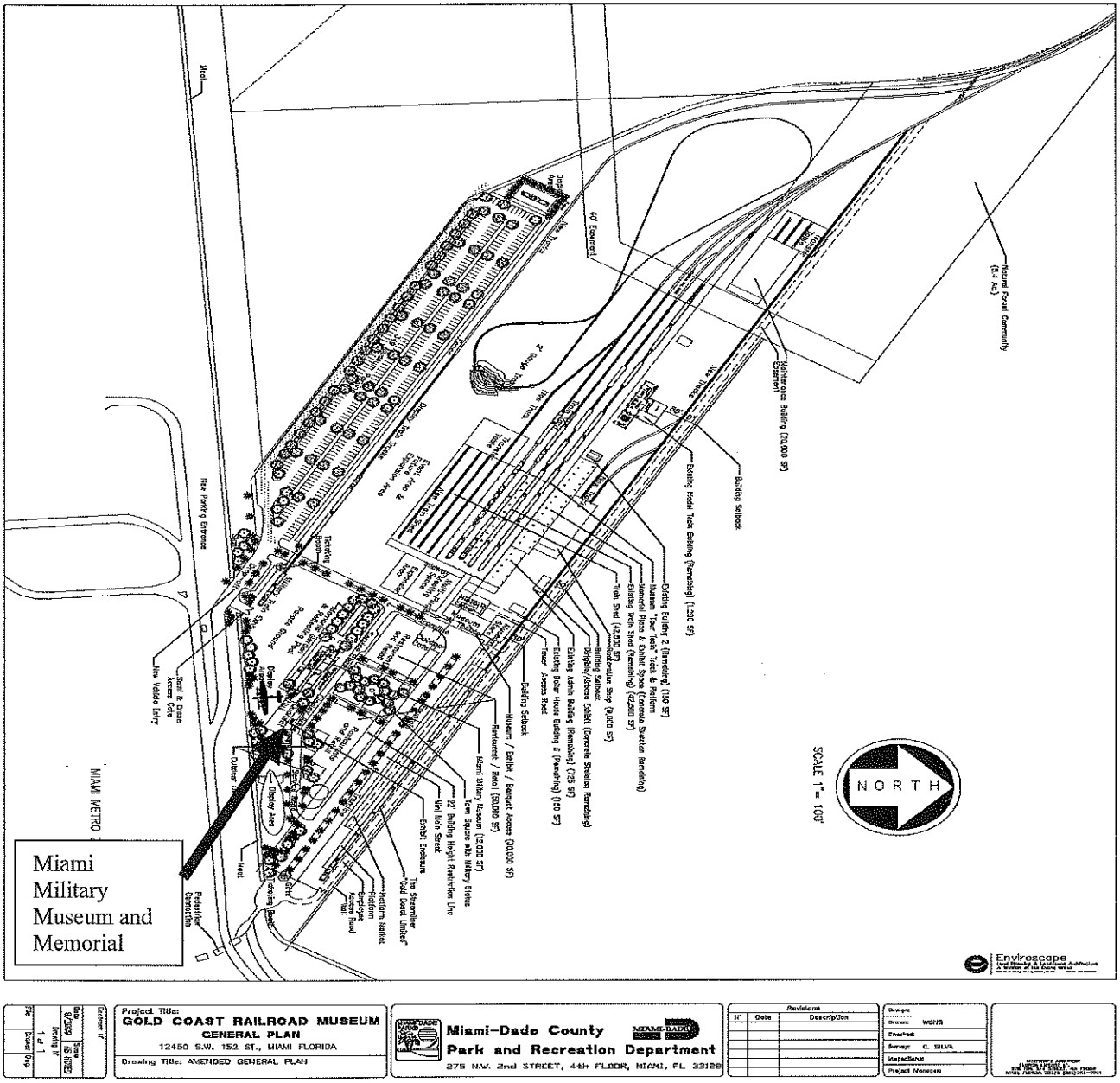
45

Attachment 1

Gold Coast Railroad Property



Attachment 2
Gold Coast Railroad Museum Park General Plan



47

Attachment 3
Miami Military Museum and Memorial License Area
Legal Description

LEGAL DESCRIPTION-
A PORTION OF LAND LYING IN THE NORTHWEST 1/4, NORTHEAST 1/4, AND SOUTHEAST1/4, OF SECTION 26, AND ON THE SOUTHWEST OF 1/4 OF SECTION 25, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY FLORIDA MORE particularly described as follows:
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼, CORNER OF SECTION 26, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA; THENCE S01° 44'01"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, FOR A DISTANCE 35.00 FEET; THENCE S 88°05'03"W, ALONG A LINE PARALLEL WITH AND 35.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLE TO THE NORTH LINE OF THE NORTHWEST 1/4 OFSAID SECTION 26, FOR A DISTANCE OF 42.17 FEET; THENCE S38°47'18"W; ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION, INC., FOR A DISTANCE OF 712.44 FEET TO A NON TANGENT POINT OF A CIRCULAR CURVE TO THE LEFT HAVING A BEARING OF S64°27'05"E TO THE RADIAL POINT; THENCE SOUTHWESTERLY, AND SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 713.10 FEET, AND A CENTRAL ANGLE OF 77°17'46", FOR AN ARC DISTANCE OF 986.31 FEET TO A POINT OF TANGENCY; THENCE S51°44'51"E, FOR A DISTANCE OF 79.24 FEET; THENCE S58°51'18"E, FOR A DISTANCE OF 687.82 TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S58°51"18"E FOR A DISTANCE OF 1229.35 FEET TO A POINT HEREINAFTER CALLED POINT "E"; THENCE CONTINUE S58°51'18"E, FOR A DISTANCE OF 40.00 FEET (THE LAST FIVE COURSES BEING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION, INC., SPUR LINE),; THENCE S31°08'07"W, FOR A DISTANCE OF 260.87 FEET; THENCE S58°51'08"E, FOR A DISTANCE OF 2,009.93; THENCE S58°39'01"W, FOR A DISTANCE OF 1,366.98 FEET; THENCE N58°55'54"W, FOR A DISTANCE OF 906.55 FEET; THENCE N28°48'50"W, FOR A DISTANCE OF 492.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 771.10 FEET, AND A CENTRAL ANGLE OF 24°32'45", FOR AN ARC DISTANCE OF 330.34 FEET TO A POINT OF TANGENCE; THENCE N04°16'05"W, FOR A DISTANCE OF 290.73 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 741.10 FEET AND A CENTRAL ANGLE OF 40°24'46", FOR AN ARC DISTANCE OF 522.73 FEET TO A POINT OF TANGENCY; THENCE N31°08'42"E, FOR A DISTANCE OF 62.56 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA.

48

Attachment 4
Development Rider
Miami Military Museum and Memorial

This Development Rider is attached to and hereby made a part of the Agreement covering certain premises at the location above (the "Park") as provided in Exhibit 3 of the Agreement, Miami Military Museum and Memorial. Words and phrases used in this Development Rider shall have the same meaning as in the Agreement unless specifically provided otherwise. If there is any conflict between the provisions of this Development Rider and the provisions of the terms and conditions of the Agreement, the terms and conditions of the Agreement will prevail.

I. CONSTRUCTION OF IMPROVEMENTS ON THE PREMISES

For the purposes of this Development Rider, Improvements shall mean the structure or public utility or any other installation or physical change made to the Facility to increase its value and utility or to improve its appearance. The Improvements the Contractor constructs at the premises shall be constructed in accordance with the provisions of this Agreement and such costs associated with the Improvements shall be limited to the requirements defined in Florida Statute 255.20 section (1). Where required by the County, at its sole discretion, any design and/or construction review or oversight of Improvements provided by the County will be reimbursed by the Licensee at its sole cost. Such reimbursements shall be limited to direct and indirect costs of County staff who are required to review and approve Improvements for the County.

A. Conceptual Plans. The Department shall have 60 days from receipt of the Conceptual Plan to review the Conceptual Plans and to solicit input from other government agencies in order to provide feedback to the Park regarding the general aesthetics, layout, traffic and pedestrian flow, site orientation and design of the proposed Improvements.

B. Sustainable Buildings Program. The Contractor shall cooperate and shall cause its subcontractors and subconsultants to cooperate with the County's Sustainability Manager incorporating green

building practices into the planning and design of the Facility, pursuant to County Ordinance Number 07-65 concerning the County's Sustainable Buildings Program. The Contractor shall cause each of its subcontracts to include a provision that the subcontractor and/or subconsultant:

1. shall comply with all requirements of the County's Sustainable Building Program;
2. shall maintain all files, records, accounts of expenditures for contractor's or consultant's portion of the Project;
3. that such records shall be maintained within Miami-Dade County; and
4. that County shall have access thereto as provided in this Agreement.

C. Preliminary Plans and Specifications. Within 90 days after the Department notifies Contractor that the Department has approved the Conceptual Plan or provided notification to Contractor detailing required modifications, Contractor, at its cost, shall prepare and deliver to the Department five (5) "Preliminary Plans," including one Mylar set (A CADD file may be submitted in lieu of the Mylar set) for the construction of the Improvements at the Premises prepared by an architect or engineer licensed to practice as such in Florida, which Preliminary Plans shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the Park, curbs, gutters, parkways, lighting, design and locations for outdoor signs, storage areas, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the Department to make an informed judgment about the design and quality of construction and about any effect the Facility shall have on the Park. Such Preliminary Plans shall be based on Conceptual Plans previously submitted by Contractor to the Department. The Project shall be constructed within the exterior property lines of the Premises; provided that required work beyond the Premises or utilities, access and conditional use requirements will not violate this provision. The Facility shall be aesthetically and functionally compatible with the setting of the Park.

Within 60 days after the Department receives Preliminary Plans as required in the preceding paragraph, the Department shall either approve of them or deliver to Contractor specific

corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder. Contractor shall exercise reasonable diligence in attempting to resolve any objections by the Department to the Preliminary Plans.

If the parties are unable to resolve any objections by the Department to the Preliminary Plans within 30 days after Contractor has received the Department's objections, the Department shall have the right to terminate the Agreement upon notice to the other party, the parties being thereafter relieved of any liability hereunder and under the Agreement.

D. Final Plans. Within 90 days after the Preliminary Plans and specifications are approved between the parties, the Contractor, at its cost, shall prepare and deliver to the Department five (5) sets of Final Plans, including one Mylar set or CADD file, and specifications and working drawings ("Final Plans") covering the Project, which Final Plans must be consistent with the approved Preliminary Plans and signed and sealed by an architect or professional engineer licensed to practice as such in Florida. The Final Plans and all associated addenda and attachments shall be incorporated to the Agreement by reference.

E. Permits. Not later than the date that Contractor receives the Department's approval of the Final Plans as required in this Section, Contractor shall commence seeking from all governmental agencies having jurisdiction over the Park and the Facility all such required permits, and Contractor shall exercise due diligence in attempting to obtain such permits.

Subject to the timing requirements contained in the next paragraph, the obtaining of any such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has

been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations.

If Contractor is unable to obtain such permits within 120 days from the date Contractor delivers copies of the Final Plans to the Department as herein required, the Department shall have the right to terminate the Agreement upon notice to the other party. If Contractor is unable to obtain such permits within such period of time due solely to delays beyond the reasonable control of Contractor including, without limitation, acts of God, inclement weather, and like matters as mutually agreed between the Contractor and the Department, such period of time may be extended by the Department up until such permits have been obtained. However, if such permits are not obtained within 270 days from the date Contractor delivers copies of the Final Plans to the Department, notwithstanding the reason therefore, or by such deadline as parties may reasonably agree the Department shall have the right to terminate the Agreement upon notice to the other party.

When Contractor obtains all such permits it shall deliver copies of them to the Department.

F. Commencement and Completion of Construction of the Project. Within 30 days from the date that the Department receives copies of the permits and authorizations regarding construction of the Project, which permits and authorizations shall be delivered to the Department within 3 business days of receipt by the Contractor, the Department shall deliver a Notice to Proceed with Construction and shall turn over possession of the Facility to Contractor, and Contractor shall, without delay, pursue commencement of construction and diligently pursue completion thereof. The construction of the Project shall be in accordance with the Final Plans. The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required.

All work in connection with the construction of the Project shall be performed in conformity with the Final Plans and shall comply with all applicable governmental permits, authorizations and laws.

Contractor will permit unobstructed inspection by the Department's staff to determine compliance with the approved plans and specifications throughout construction.

The Contractor nor its subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of the contract with respect to his/her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except where based on a bona fide occupational qualification; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts between the Contractor and its subcontractors shall include the above non-discrimination provisions.

Contractor agrees that construction of the Project shall be completed within an agreed upon number of days from the date Contractor was provided possession of the Facility for construction. However, both parties agree that Contractor's obligation to commence construction of the Project and diligently pursue completion thereof is subject to delays resulting from causes beyond the reasonable control of Contractor including, without limitation, acts of God, inclement weather, and like matters.

Upon completion of construction of the Project, Contractor shall, at its cost, obtain a survey of the Facility and deliver to the Department "as built" drawings, including copies all of CADD drawing, accurately reflecting the Project at the Park. Both parties agree to execute and attach to the Agreement, a new Exhibit B showing the exact location of the Facility at the Park.

G. Provisions Applicable during Construction of Project In addition to the other provisions of the Agreement, the following provisions shall be applicable during the period of time that Contractor constructs Project:

1. Contractor shall notify the Department of Contractor's intention to commence construction of the Project at least twenty (20) days before the delivery of the Notice to Proceed by the Department.

2. All construction shall be performed by licensed contractors approved by the Department. Contractor shall furnish the Department with a true copy of Contractor's contract with the general contractor showing a breakdown of costs. Such contract shall give Contractor the right, but not the obligation, to assume the general contractor's obligations and rights under that contract if the general contractor should default.

3. During the construction of the Improvements, the Department or its designee shall periodically inspect the construction to ensure conformity with the approved improvement documents, and any changes thereto requested by the Contractor and approved by the Department in writing.

4. During subsequent construction of significant improvements, a Project Manager ("PM") for the Department may be assigned and shall be responsible to attend weekly/monthly construction meetings and periodically inspect and review the progress of construction to ensure adequate performance and conformity with the approved plans. Any changes requested by the Contractor must be in writing and approved by the Department prior to implementation. The Lessee shall at its sole cost remit to the County a fee for the PM to cover such project management costs.

H. Construction Bonds:

1. At least ten (10) days prior to any construction work on the Premises is commenced, or prior to the purchase of any materials, equipment or supplies for construction, the Contractor shall deliver to the County and record in the public records of Miami-Dade County, Florida, a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the construction cost of the Improvements. Such bond shall be in the form provided and attached hereto as part of the Development Rider, and shall name the Contractor as the principal and the County as the obligee.

2. Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	**Best's Rating**
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the

Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects:

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

3. The bonds shall provide the following, without limitation:

a. That a payment bond in an amount not less than the cost of construction of the Project is obtained that is conditioned to secure the completion of the Project free from

all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen in substantially the form attached hereto;

b. That a performance bond in an amount not less than the cost of construction of the Project is obtained that insures that the construction work shall be effected by the general contractor or, on their default, the surety in substantially the form attached hereto; and,

c. That the surety will defend and indemnify Miami-Dade County and Contractor against all loss, cost, damage, expense and liability arising out of or connected with the construction of the Project, up to the maximum bond requirement amount.

4. In the event that, for any reason, either or both of the Contractor's Payment and Performance bonds lapse or are held to be no longer valid or enforceable before the satisfaction of any and all claims by material men, laborers, subcontractors, or any suppliers of any kind, the Contractor shall pay all such claims, and indemnify, defend, and hold the County harmless against such claims.

I. Prior to the commencement of construction. Contractor shall provide or cause its subcontractors to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) or material(s). The policy shall be in the name of Miami-Dade County and the Contractor as their interests may appear. This insurance is to be maintained until substantial completion of the work, as determined by the Department.

(This insurance is in addition to the insurance required elsewhere).

1. No liens shall be attached to the Park or any part thereof.
2. Prior to the commencement of any work, Contractor shall demonstrate to the Department's satisfaction that all construction financing is in place.

3. Contractor shall work closely with the Department in scheduling and engaging in Contractor's construction activity so as not to disrupt Park events, including but not limited to Special Events. Where conflict may occur, the Department shall solely make the determination as to Contractor's right to continue work and the desirability of temporarily halting or continuing activity by Contractor.

4. Contractor shall be liable for any damage, loss, action, costs (including costs to defend any action) caused by Contractor's failure to cease work after written notice from the Department.

J. Art in Public Places. The Contractor shall, upon execution of the Agreement, and prior to preparing the Final Plans and specifications, through the Department initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places determine that the installation of an art component is applicable to this Project based on the provisions of Ordinance No. 73-77 and subsequent amendments and guidelines, and should it decide to pursue said installation, the Contractor shall further confer with the Arts in Public Places Representative to develop a concept for art appropriate to the Project, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s) and possible artist(s). The Director of the Arts in Public Places program shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between artist(s) and the Contractor to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Contractor and the artist(s) during design development of the Project. The Contractor shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of their services under this Agreement.

Should the Art in Public Places fee be assessed against this Contract, the Contractor shall at its sole cost expend one-and-a-half-percent (1.5%) of the cumulative construction cost for the refurbishment of existing facilities for the commissioning of new works of art. All aspects concerning the acquisition

of new works of art or the removal and/or relocation of existing works of art located within the Licenses Area shall comply with the Art in Public Places (APP) ordinance and the program Master Plan & Implementation Guidelines as are appropriate in the determination of the County. The Contractor may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The County reserves the right to make final determination on how funds appropriated herein are expended.

II. THE DEPARTMENT'S CONSTRUCTION OBLIGATIONS

1. Conditions of Premises. The Department shall deliver physical possession of the Premises to Contractor in an "as is" condition so that Contractor may commence construction.

2. Reasonable Access. The Department shall provide reasonable access to allow Contractor to have utilities brought to the Premises and to have constructed the approved improvements described in this Agreement.

3. Liquidated Damages. N/A

EXHIBIT B

RESTRICTIVE COVENANT

(Grantee owns building, leases land.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by **Miami-Dade County, Florida** , hereinafter referred to as "the Land Owner"; **Friends of the Military Museum of S FLA**, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Land Owner is the fee simple title holder of the land located **Gold Coast Railroad Museum Park, 12450 SW 152nd Street, Miami, Florida 33176**. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has a license from the Land Owner to place a military museum building and associated exhibits on the land for **30 years beginning January 24, 2012,** but owns or will own the building(s) used or to be used as a cultural facility. "Facility" refers herein to the building(s) and associated land to be used as the "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Construction Grant in the amount of **$1,075,000.00**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility as required by Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as cultural facility, as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee, the Land Owner, and their successors in interest for the period of (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for: **Project Title: Military Museum and Memorial of South Florida (15-9913)**

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements to the facility and the Land Owner shall own the associated land, funded in whole or in part by grant funds

4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the agreement and this covenant are being complied with.

5.) The facility shall be maintained as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated if the Grantee, the Land Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, within ten (10) years following execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to the Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;
d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and
f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the Parties.

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the property is located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a stipulated judgment, when recorded, shall be considered a valid lien upon the Grantee's interest in the facility, including improvements to the facility, funded in whole or in part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:
a. Record this covenant in the public records with the Clerk of the Circuit Court of **Miami-Dade** County, Florida;
b. Pay all fees associated with its recording; and
c. Provide certified copy of the recorded covenant to the Division and to the Land Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Land Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

_____
GRANTEE SIGNATURE

_____
GRANTEE NAME (print)

_____
First Witness Signature

_____
First Witness Name (print)

_____
Second Witness Signature

_____
Second Witness Name (print)

_____
GRANTEE ADDRESS

_____
City State Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida

on _____.

Notary Public in and for

The State of _____

My commission expires:_____

[SEAL]

_____ _____

LAND OWNER SIGNATURE LAND OWNER NAME (Print)

_____ _____

First Witness Signature First Witness Name (print)

_____ _____

Second Witness Signature Second Witness Name (print)

_____

LAND OWNER ADDRESS

_____

City State Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____

For the Division of Cultural Affairs:

_____ R.A. Gray Building
Name Title 500 S. Bronough Street
Tallahassee, Florida 32399

_____ _____
First Witness Signature First Witness Name (Print)

_____ _____
Second Witness Signature Second Witness Name (print)

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for the Florida Department of State, Division of
(Position)

Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL] My commission expires: _____