

MEMORANDUM

Agenda Item No. 8(H)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving (1) the First Amendment to the Development Lease Agreement (the "Lease Amendment") between Miami-Dade County, as landlord, and Miami Wilds, LLC ("Miami Wilds"), as tenant, (2) the First Amendment to the Parking Concession Agreement between Miami-Dade County and Miami Wilds, and (3) the Rescindment of the 2022 Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants and Restrictions (the "Rescindment Agreement") between Miami-Dade County and the National Park Service, acting on behalf of the United States Department of the Interior ("NPS"); authorizing the County Mayor (A) to execute the Lease Amendment and the Rescindment Agreement, (B) following approval by NPS of the First Amendment to the Parking Concession Agreement, make certain revisions to, finalize, and execute the First Amendment to the Parking Concession Agreement, and (C) exercise any and all rights conferred in such agreements

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Recommendation for Approval of the First Amendment to the Development Lease Agreement between Miami-Dade County and Miami Wilds, LLC ("Miami Wilds"), the First Amendment to the Parking Concession Agreement between the County and the National Park Service ("NPS") and the Rescindment Agreement with the United States through the NPS

Executive Summary

The purpose of this item is to recommend approval of: (1) an amendment to the Development Lease Agreement between the County and Miami Wilds; (2) an amendment to the Parking Concession Agreement between the County and Miami Wilds, subject to the approval of the United States Department of the Interior, through its NPS; and (3) an agreement to rescind the 2022 Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants, and Restrictions between the County and NPS, each of which were approved by the Board of County Commissioners (the "Board") on October 20, 2020 via Resolution R-1083-20. The 2022 Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants, and Restrictions (the "2022 Amended Release") with NPS removed land restrictions from a portion of the premises to be leased to Miami Wilds. The Development Lease Agreement (the "Lease") with Miami Wilds permits Miami Wilds to lease and develop land adjacent to Zoo Miami for economic development purposes, and the Parking Concession Agreement allows the County to contract with Miami Wilds for the non-exclusive operation and management of the parking lots for Miami Wilds, the County, the Gold Coast Railroad Museum and the Military Museum (the "Museums").

Subsequent to the Board's approval and the County's final execution of the Lease and the 2022 Amended Release, three environmental groups sued NPS and the United States Fish and Wildlife Service ("FWS") in federal court seeking to void the 2022 Amended Release. Plaintiffs in the case allege that NPS failed to complete certain legal requirements involving environmental reviews prior to approving and executing the 2022 Amended Release. NPS and FWS have admitted most of the allegations and concede that they did not undertake the reviews required by federal law prior to approving and executing the 2022 Amended Release. Accordingly, the County joined in the federal case as a defendant and seeks, jointly with NPS and FWS, to rescind the 2022 Amended Release to allow NPS and FWS to undergo the reviews and consultations required by applicable law prior to releasing any of these County lands from the deed restrictions. Because NPS's approval and execution of the 2022 Amended Release was a condition precedent to both the Board's approval of the Lease and the execution and effectiveness of the Lease, the County seeks a parallel resolution to its Lease. The County has reached agreement with Miami Wilds to amend the Lease, which will delay the effectiveness of Miami Wilds' occupancy and development of the Zoo Miami lands that were leased to it. Similarly, revisions are needed to the Parking Concession Agreement between Miami Wilds and the County to account for the rescindment of the 2022 Amended Release. The amendment to the Parking Concession Agreement is also subject to review and approval by NPS.

The accompanying resolution approves the First Amendment to the Lease Agreement (the "Lease Amendment") with Miami Wilds, the First Amendment to the Parking Concession Agreement with Miami Wilds, and the Rescindment of the 2022 Amended Release with NPS (the "Rescindment Agreement").

Recommendation

It is recommended the Board approve the accompanying resolution, which achieves the following:

1. Approval of the Rescindment Agreement, which rescinds the 2022 Amended Release and allows NPS to comply with its legal obligations prior to entering into another amended release of deed restrictions with the County.
2. Approval of the Lease Amendment, which delays Miami Wilds' ability to secure a leasehold interest in the County property, and to occupy or develop the property, until one of two conditions occurs: (a) NPS completes its legal obligations and approves and executes another amended release of restrictions for the leased premises; or (b) two years pass without a release from NPS, and Miami Wilds elects to instead develop the project on the lands that are not subject to deed restrictions.
3. Through the Lease Amendment, revision of the terms and conditions of the Lease, including but not limited to the removal of Miami Wilds' obligation to build a hotel on the leased premises; instead, the Lease Amendment facilitates and extends the time for Miami Wilds to develop a hotel and new affordable housing on the Coast Guard Housing Site, which is the option parcel identified in the Lease.
4. Approval of the First Amendment to the Parking Concession Agreement to conform to the reimposed restrictions on County land that will occur upon the approval of the Rescindment Agreement.
5. Through the Lease Amendment, revision of the terms and conditions of the Lease to include the requirement for Miami Wilds to provide to the County, along with the draft of the final site plan, a detailed noise and lighting plan, subject to approval by the County. The noise and lighting plan shall include, but not limited to, any lighting and use requirements resulting from consultation with FWS and incorporates certain restrictions on nighttime lighting and use after the commencement date.
6. Through the Lease Amendment and First Amendment to the Parking Concession Agreement, revise Exhibit M and Attachment A maps, respectively, to remove an area of designated Pine Rocklands that was inadvertently shown on the maps as part of the proposed parking areas.

Background

On October 20, 2020, through Resolution R-1083-20, the Board approved the Lease with Miami Wilds for approximately 27.5 acres of vacant, undeveloped County land located at 12400 SW 152 Street. The Lease granted Miami Wilds rights to develop a Zoo Miami Entertainment Area with a water park, a retail development, and a family hotel for economic development purposes. Through the same resolution, the Board also approved a parking license or concession to Miami Wilds to operate a large parking lot for the joint, non-exclusive use of Miami Wilds and the County, which left a smaller lot for only the County's and Museums' uses. The Board also approved, through the same resolution, the 2022 Amended Release, which removed land-use restrictions from part of the leased premises. The 2022 Amended Release and the Lease were then executed on June 23, 2022.

In February of 2023, NPS was sued for its failure to comply with certain legal obligations prior to executing the 2022 Amended Release, and the County was made aware of this failure by NPS. In June 2023, the County was granted leave to intervene as a defendant in the matter, *Center for Biological Diversity, et. al., v. Debra Haaland, et. al.*, case no. 1:23-cv-20495, S.D. Fla. (Seitz). In order to resolve and moot the case, NPS and the County determined that the 2022 Amended Release should be rescinded to allow NPS to comply with its legal obligations and determine whether NPS can properly enter into an amended release of restrictions for the portion of the leased premises that is subject to land-use restrictions. This agreement is attached to the accompanying resolution as the Rescindment

of the 2022 Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants, and Restrictions.

In recognition of the issues with the 2022 Amended Release, the County and Miami Wilds have agreed to amend the Lease and the Parking Concession Agreement. The Lease Amendment grants Miami Wilds certain pre-development rights for the design and future development of the leased premises and affords NPS time to comply with its legal obligations prior to executing another amended release of restrictions. Additionally, the amendment to the Parking Concession Agreement provides for a delayed effective date and, if the new amended release of restrictions is not timely processed and approved, identifies certain lands as parking solely for the County and the Museums.

The Lease Amendment also removes the family hotel development from the Lease so that Miami Wilds is no longer required or permitted to develop a hotel on the leased premises. This in turn reduces the hiring and job numbers associated with the hotel development such that the minimum hiring conditions were revised from 304 to 225 and the minimum capital investment in the project from \$99 million to \$47 million. Instead, the Lease Amendment facilitates the potential future development of a hotel on the Coast Guard Housing Site, which is identified as an option parcel in the Lease, along with affordable housing so as not to displace existing affordable housing residents currently on that property. Any negotiated agreement for the development of the hotel and/or affordable housing on the Coast Guard Housing Site is subject to this Board's approval. Any future development of this option parcel will require Board approval.

Scope

Miami-Dade County's Zoo Miami, a park of Countywide significance, is located at 12400 SW 152 Street, Miami, FL 33177, in County Commission District 9, which is represented by Commissioner Kionne L. McGhee. The economic development opportunities, job creation, and positive impact from the Miami Wilds development are expected to accrue throughout the County.

Fiscal Impact/Funding Source

If approved, the First Amendment to the Lease Agreement will provide for Miami Wilds' rent obligations under Section 4.2 and 4.3 of the Lease Agreement to cease and begin on the revised commencement date, which can be as late as three years from the effective date of the First Amendment to the Lease Agreement. The Lease Amendment also provides that all rent previously paid by Miami Wilds will be credited against future land rent due after the commencement date of the Lease Amendment or refunded if the Lease Agreement is terminated. The fiscal impact to the County associated with these changes is projected to be approximately \$170,500. The removal of the hotel from the leased premises is not anticipated to have a fiscal impact to the County. This projection is derived from the minimum annual guarantee rent calculations which remain consistent across the water park, retail area, and the hotel. Furthermore, the overall footprint of the leased premises will remain unaltered. However, precise estimates are not currently available.

Track Record/Monitor

The County has no record of any negative performance issues with Miami Wilds. Christina Salinas Cotter, Assistant Director of Performance Excellence, will monitor the Lease and Lease Amendment for the Parks, Recreation and Open Spaces Department.

Delegated Authority

Upon approval of the accompanying resolution, the County Mayor or the County Mayor's designee will have the authority to execute and exercise all provisions of the Rescindment Agreement and the Lease Amendment, including any termination, extension, and renewal provisions. The County Mayor or Mayor's designee will also be authorized to prepare jointly with Miami Wilds a cumulative amended and restated agreement that incorporates the Lease Amendment and the Lease Agreement into a single document, for ease of reference. Further, the County Mayor or Mayor's designee may negotiate, accept changes and finalize the first amendment to the Parking Concession Agreement to the extent required to comply with directions from, and as a condition to, NPS approval of the first amendment provided that no such revisions are estimated to have an adverse fiscal impact to the County nor violate any policies of the Board and review and approval for legal sufficiency by the County Attorney's Office is obtained.




Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 8(H)(2)
12-12-23

RESOLUTION NO. _____

RESOLUTION APPROVING (1) THE FIRST AMENDMENT TO THE DEVELOPMENT LEASE AGREEMENT (THE “LEASE AMENDMENT”) BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND MIAMI WILDS, LLC (“MIAMI WILDS”), AS TENANT, (2) THE FIRST AMENDMENT TO THE PARKING CONCESSION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI WILDS, AND (3) THE RESCINDMENT OF THE 2022 AMENDMENT NO. 1 TO THE RELEASE AND TRANSFER OF TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS (THE “RESCINDMENT AGREEMENT”) BETWEEN MIAMI-DADE COUNTY AND THE NATIONAL PARK SERVICE, ACTING ON BEHALF OF THE UNITED STATES DEPARTMENT OF THE INTERIOR (“NPS”); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE (A) TO EXECUTE THE LEASE AMENDMENT AND THE RESCINDMENT AGREEMENT, (B) FOLLOWING APPROVAL BY NPS OF THE FIRST AMENDMENT TO THE PARKING CONCESSION AGREEMENT, MAKE CERTAIN REVISIONS TO, FINALIZE, AND EXECUTE THE FIRST AMENDMENT TO THE PARKING CONCESSION AGREEMENT, AND (C) EXERCISE ANY AND ALL RIGHTS CONFERRED IN SUCH AGREEMENTS

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

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board approves the First Amendment to the Development Lease Agreement (the “Lease Amendment”) between Miami-Dade County (the “County”), as landlord, and Miami Wilds, LLC (“Miami Wilds”), as tenant in substantially the form attached hereto as Attachment 1 and authorizes the County Mayor or County Mayor’s designee to execute the Lease

Amendment, to exercise all provisions contained therein and to prepare jointly with Miami Wilds a cumulative amended and restated agreement that incorporates the Lease Amendment and the Lease Agreement into a single document, for ease of reference.

Section 3. This Board approves the first amendment to the Parking Concession Agreement (“Amended Concession”) between the County and Miami Wilds in generally the form attached to the Lease Amendment. This Board acknowledges that the Amended Concession is subject to the review and approval of the National Park Service, acting on behalf of United States Department of the Interior (“NPS”) and authorizes the County Mayor or County Mayor’s designee to make revisions to the Amended Concession requested by the NPS, execute the Amended Concession and exercise all provisions contained therein, provided that: (a) any revisions to the Amended Concession do not have an adverse fiscal impact to the County nor violate any policies of the Board; and (b) review and approval for legal sufficiency by the County Attorney’s Office is first obtained.

Section 4. This Board approves the Rescindment of the 2022 Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants and Restrictions (the “Rescindment Agreement”) with NPS in substantially the form attached hereto as Attachment 2 and authorizes the County Mayor or County Mayor’s designee to execute the Rescindment Agreement and to exercise all provisions contained in therein. This Board directs the County Mayor or County Mayor’s designee to record, within 30 days after the execution of the Rescindment Agreement, the Rescindment Agreement in the public records of Miami-Dade County, Florida.

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

Oliver G. Gilbert, III, Chairman
Anthony Rodríguez, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez
Melanie J. Spencer
Sophia Guzzo

ATTACHMENT 1

FIRST AMENDMENT TO DEVELOPMENT LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT LEASE AGREEMENT (this "**First Amendment**") is made and entered into as of the __ day of _____, 2023 ("**Amendment Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**County**" or "**Landlord**") and MIAMI WILDS, LLC, a Florida limited liability company ("**Tenant**" and, jointly with the County, referred to herein as the "**Parties**").

WITNESSETH

WHEREAS, the Landlord is the owner of certain real property located within what is known as the "Zoo Miami Entertainment Area" in Miami-Dade County, Florida; and

WHEREAS, on November 7, 2006, the citizens of Miami-Dade County approved the 2006 Referendum to allow for the development and operation of "an entertainment district to include commercial uses and structures such as water park rides, attractions, food and beverage establishments, a hotel, a family entertainment center, and gift shops and other concessions" on Zoo Miami (f/k/a Metrozoo) property "on land that is not environmentally sensitive and is outside the animal attractions," and "provided that the revenues will be used to expand [Zoo Miami's] facilities and educational and conservation programs; and

WHEREAS, on October 20, 2020, the Board of County Commissioners of Miami-Dade County, Florida (the "**Board**") approved a Development Lease Agreement (the "**Lease**"), inclusive of a Parking Concession Agreement, to allow the Tenant to develop, in whole or in part and in one or more phases, certain real property, with certain Improvements and a Parking Development pursuant to the terms and conditions of the Lease for a leisure tourism development, which shall include, a water park, entertainment facilities, and a hotel/resort facilities; and

WHEREAS, the Lease was executed on June 23, 2022; and

WHEREAS, a condition precedent to the Board's approval of the Lease and its execution and effectiveness was the approval and execution by the United States Department of the Interior through the National Park Service ("**NPS**") of an amended release of restrictions of the Original Deeds (as such term is defined below); and

WHEREAS, while NPS executed and delivered the amended release ("**Existing Amended Release**"), there were certain legal requirements that NPS did not complete prior to executing the Existing Amended Release, and NPS and the County have agreed to rescind the Existing Amended Release in order to allow NPS to undertake all steps required by law to properly consider any amended release; and

WHEREAS, the Parties are desirous of entering into this First Amendment to amend the Lease to, among other things, make necessary changes to the Lease as a result of the rescission of the Existing Amended Release previously executed and delivered by NPS; and

WHEREAS, the Parties desire to amend the Lease to have the agreement initially serve as a pre-development agreement, whereby the Tenant shall have certain rights related to the design and future development of the Improvements, but no leasehold or other possessory interest in the Premises, and no ability to commence construction or any use or operations whatsoever on the Premises, until such time that: (a) NPS properly amends the restrictions in the Original Deeds remaining over certain portions of the Premises and Parking Development or fails to do so within the timelines provided by this First Amendment; and (b) the Landlord delivers possession of the Premises to Tenant; and

WHEREAS, the Parties are desirous of further amending the Lease to ensure that the Improvements and operation thereof are sensitive to and compatible with the unique environment in which it is located, including but not limited to removing the Hotel Development from the Premises and facilitating the potential future development of the Hotel Development on an alternate parcel; and

WHEREAS, the Parties are desirous of making additional changes to the Lease as provided herein,

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter contained to be performed and observed by the Landlord and Tenant, and in further consideration of other good and valuable consideration, the Landlord and Tenant agree that:

1. Recitals. Landlord and Tenant agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this First Amendment.

2. Valid Amendment. Landlord and Tenant agree that this First Amendment amends the Lease in accordance with Section 22.23 thereof and is binding on the Parties as of the Amendment Effective Date, as such term is defined below and reflected on the first page of this First Amendment.

3. Effect of Amendment. Landlord and Tenant agree that all of the terms and conditions in the Lease remain in effect, except for such terms and conditions that are expressly amended by this First Amendment. In the event that any terms or provisions of the Lease are inconsistent with the terms of this First Amendment, the terms of this First Amendment shall govern.

4. Defined Terms. Landlord and Tenant agree that, unless specifically defined or amended herein, all of the capitalized terms used but not defined in this First Amendment shall have the respective meanings set forth in the Lease.

- a. New defined terms shall be inserted in Section 1 of the Lease titled “Defined Terms” as follows:

“Amendment Effective Date”: The date on which this First Amendment is executed by the Tenant and by the County Mayor or Mayor’s designee on behalf of the Landlord following approval by resolution of the Board of County Commissioners.

“Development Site Plan”: The initial development plan to be submitted to the County’s Department of Regulatory and Economic Resources, for ultimate approval by the Board acting in its regulatory capacity, in accordance with the REDPAD zoning designation under Section 33-284.28.12 of the Code.

“Effective Date”: June 23, 2022, which date is the date on which this Lease was executed by the Tenant and by the County Mayor on behalf of the Landlord following approval by the Board of County Commissioners.

“NPS”: The National Park Service, an agency of the Department of the Interior of the United States of America.

“NPS Lease Modification Conditions”: means that one of the following has occurred: (i) on or before the Release Date, the terms, conditions, covenants and restrictions contained in the Original Deeds are released by the United States of America, acting by and through the NPS, from those portions of the Land that were not subject to the Original Release following all requirements of Applicable Law, as evidenced by the execution by NPS and the Landlord of the Release and Termination of Restrictions; or (ii) in the event the foregoing Release and Termination of Restrictions provided in (i) above has not been finalized, approved and executed by the NPS and Landlord prior to the Release Date, then the Land and Premises shall be modified to exclude any portion of the Land that remains subject to the terms, conditions, covenants and restrictions contained in the Original Deeds as of the Release Date.

“Original Deeds”: The following: (a) the Quitclaim Deed from the United States of America, acting by and through the United States Department of the Interior, to Miami-Dade County for real property, including the Land, and dated October 1, 1974, recorded on October 7, 1974, in the official records of Miami-Dade County, Florida in OR Book 8799, Page 1589 and as amended by the Corrective Quitclaim Deed from the United States of America, acting by and through the United States Department of the Interior, to Miami-Dade County for real property, including the Land, and dated September 30, 1975, recorded on November 20, 1975 in the official records of Miami-Dade County, Florida in OR Book 9159, Pages 926; and (b) the Quitclaim Deed dated February 25, 1987, recorded on July 15, 1987, in the Land Records of Miami Dade County, Florida in Book 13344, Page 1088.

“Original Release”: the agreement titled “Release and Transfer of Terms, Conditions, Covenants and Restrictions” dated

November 17, 2011 entered into and between the United States of America, acting by and through the NPS, and the Landlord, releasing and terminating the terms, conditions, covenants and restrictions contained in the Original Deeds and imposed on three parcels of land in and around Zoo Miami property consisting of approximately 67 acres and imposing those same and other terms, conditions, covenants and restrictions on other parcels of land.

“Release and Termination of Restrictions”: The agreement entered into following the date of the First Amendment and on or before the Release Date between the United States of America, acting by and through the NPS, and the Landlord, releasing and terminating the terms, conditions, covenants and restrictions contained in the Original Deeds from all of those portions of the Land that were not subject to the Original Release. The Release and Termination of Restrictions may be for less land than all of those portions of the Land that were not subject to the Original Release, or include additional terms, conditions and requirements with respect to the Land or the development, use, or operation thereof.

“Release Date”: The date which is the two-year anniversary of the Amendment Effective Date, unless extended by the County Mayor as provided in the following sentence, in which case the Release Date shall be such extended date. The County Mayor or his or her designee may extend the Release Date by a time period not to exceed an additional twelve (12) months as determined in their sole and absolute discretion. Any such additional time extensions granted by the County Mayor or Mayor’s designee shall not be effective unless reduced to writing and executed by both the Tenant and the Landlord through its County Mayor or Mayor’s designee.

- b. The defined term for Commencement Date set forth in Section 1.22 of the Lease shall be deleted and replaced with the following:

1.22 **“Commencement Date”**: The date upon which possession of the Premises is delivered by the Landlord to Tenant.

- c. The defined term for Conceptual Site Plan set forth in Section 1.25 of the Lease shall be deleted and replaced with the following:

1.25 **“Conceptual Site Plan(s)”**: The conceptual site plan submitted by Tenant to Landlord for the Water Park Development and the Retail Development on the Land, which is subject to approval by the County Representative, and which may be amended from time to time upon approval by the County Representative. Once approved in writing by both Parties, the initial draft of the Conceptual Site Plan shall be attached as

Exhibit “C” to this Lease and shall serve as a base draft for initial planning and preparation of the Final Site Plan.

- d. The defined term for Deeds set forth in Section 1.33 of the Lease shall be deleted and replaced with the following:

1.33 **“Deeds”**: The following: (a) the Original Deeds; (b) those certain deeds conveying the Parking Development to the County and recorded in the official records of Miami-Dade County, Florida at OR Book 9159 and Page 926-937, at OR Book 13344, Page 1088, and at OR Book 282220, Page 0218; (c) the Original Release; and (d) the Releases and Termination of Restrictions.

- e. The defined term for Due Diligence Period set forth in Section 1.35 of the Lease shall be deleted and replaced with the following:

1.35 **“Due Diligence Period”**: The period commencing on the Effective Date and expiring at 6:00 P.M. Eastern on June 22, 2023.

5. Effectiveness and Validity of Lease.

- a. The Landlord and the Tenant acknowledge and agree that, as of the date of approval and execution of this First Amendment, the Commencement Date has not yet occurred, Tenant has not received possession of the Premises and Tenant does not yet have a Leasehold Estate in the Land.
- b. The term “Commencement Date” contained in the first paragraph of the Lease prior to the recital clauses shall be deleted and replaced with the term “Effective Date.”
- c. Section 2 of the Lease titled “Term” shall be relabeled as “Term; Effectiveness of Lease” and Section 2.1 titled “Term; Demise of Premises” shall be relabeled as “Term; Effectiveness of Lease and Demise of Premises.” Section 2.1.1 shall be deleted in its entirety and replaced with the following:

2.1.1 Effectiveness of Lease; Initial Term. Landlord and the Tenant acknowledge and agree that: (a) the Land was conveyed to the Landlord by the United States, acting by and through the United States Department of the Interior, by the Original Deeds; (b) the Original Deeds imposed certain requirements and restrictions on the Land, including but not limited to, a requirement that the Land be used and maintained for public park or public recreational purposes and prohibiting all conveyances and leases of the Land; (c) on November 17, 2011, the Landlord and the United States of America, acting by and through the NPS, executed the Original Release; and (d) as a condition to occupancy, use and development of the Land by Tenant and use and development of the Parking Development by Tenant as originally envisioned in the Lease, it is

necessary to amend the Original Release to revise the legal description of the real property to cover the entirety of the Land under the Lease and to approve and execute the Release and Termination of Restrictions following all requirements of Applicable Law, and Landlord agrees to issue to NPS, within thirty (30) days of the Amendment Effective Date, a formal request to so amend the Original Release.

2.1.1.1 Landlord and Tenant acknowledge and agree that the Tenant does not have a Leasehold Estate in the Land yet and that Tenant shall have no right to lease, use, occupy, develop or operate the Land or the Premises or to use or develop the Parking Development until the Commencement Date. For the avoidance of doubt, prior to the Commencement Date, Tenant shall not be permitted to construct any Improvements on the Premises, however Tenant may, at any time after the Effective Date, pursue and obtain Permits and other regulatory approvals as may be required for post-Commencement Date construction of Improvements on the Premises.

2.1.1.2 The Commencement Date shall be the date that is five (5) Business Days after the earlier of the following dates: (a) the execution of the Release and Termination of Restrictions without the imposition of any additional terms, conditions, and requirements with respect to the Land and the development, use or operation thereof; and (b) the Release Date. If the Release and Termination of Restrictions contains additional terms, conditions and requirements with respect to the Land or the development, use or operation thereof, then the Landlord and Tenant shall meet and confer in good faith to agree, within ninety (90) days of the execution of the Release and Termination of Restrictions, upon any necessary amendments to the Lease to address any such additional terms, conditions and requirements imposed in the Release and Termination of Restrictions, which amendments shall be subject to Board approval and which shall then cause the Commencement Date to be the date that is five (5) Business Days following the execution of the amendments after Board approval thereof. If, however, the Landlord and Tenant are unable to agree, then the Commencement Date shall be the Release Date and the Land and Premises shall be subject to Section 2.1.1.3(b) below.

2.1.1.3. As of the Commencement Date and during the Term, Landlord agrees to lease, demise and let to the Tenant, and the Tenant hereby agrees to lease from the Landlord,

through this Lease, for the purposes and Permitted Uses set forth in **Section 5** (Permitted Uses), the Premises consisting of approximately twenty-seven and one-half (27.5) gross acres, subject to the Survey; provided, however, that: (a) if the Release and Termination of Restrictions is approved and executed from an area of land that is less than all of those portions of the land that were not subject to the Original Release, then the Land and the Premises shall automatically be reduced accordingly to exclude any land that is subject to the Original Deeds, and such Land and Premises as reduced shall be reflected in the Survey; or (b) if the Release and Termination of Restrictions has not been finalized, approved and executed by the NPS and the Landlord by the Release Date, then the Land and Premises shall automatically be reduced to exclude any portion of the Land subject to the Original Deeds as of the Release Date, and such Land and Premises as reduced shall be reflected in the Survey. The Initial Term shall commence on the Commencement Date and shall terminate on the Initial Termination Date (i.e., the date that is forty (40) years after the Commencement Date), unless otherwise extended or sooner terminated as set forth herein. The Initial Term and any subsequent Renewal Term may be extended pursuant to **Section 2.1.2** (Renewal Term) below. Following the Commencement Date, Landlord and Tenant agree to execute within twenty (20) Business Days of a request by either Landlord or Tenant a certification to document any dates set forth in this Lease and such other information as may reasonably be requested by either Party that is not ascertainable from the face of this Lease.

2.1.1.4 Simultaneously with the execution of the Lease, Tenant and the County entered into and recorded a memorandum of lease in the official records of the County at Book ____ Page _____ and attached hereto as **Exhibit “D”**. Tenant and the County shall execute and enter into an amended memorandum of lease to reflect the fact that possession of the Premises will not be delivered to Tenant until the Commencement Date and that the definition of the Land and the Premises may be modified as provided in this First Amendment, which amended memorandum of lease shall be substantially in the form attached hereto as **Exhibit “D-1” (“Amended MOL”)**. The Amended MOL shall be recorded in the official records of the County within ten (10) Business Days following the Amendment Effective Date. In the event the definition of the Land and/or the Premises is modified as a result of the NPS Lease Modification Conditions, the Parties agree to promptly

execute an amendment to this Lease to revise the definition of Land and Premises and replace Exhibit “A” and “A-1”, and an additional amended memorandum of Lease to reflect such changes and cause the same to be recorded in the official records of the County.

- d. The Landlord and the Tenant acknowledge and agree that all of the rights and obligations of the Parties set forth in Sections 3.1, 3.6, 4.4, 4.11, 5 (with the exception of 5.1.3.1), 6, 8.1, 8.2, 8.3.2, 8.6, 8.7, 8.8, 9.2, 9.4, 9.5, 9.6, 9.7, 10, 11, 12 (with the exception of 12.1), 16, and 21 of the Lease shall not be effective or enforceable unless and until the occurrence of the Commencement Date.
6. Exhibits for Land. Exhibit “M” attached to the Lease shall be deleted and replaced with the attached Exhibit “M”.
7. CGHS Land; Hotel Development.
- a. Notwithstanding anything in this Lease to the contrary, Tenant shall be neither required nor permitted to develop the Hotel Development on the Premises, and the Lease shall be amended to remove (i) any obligation or right of Tenant to construct the Hotel Development on the Premises and (ii) any reference whatsoever to the Hotel Development (or any phase of the Hotel Development) with the exception of Section 2.3 of the Lease, as revised below.
 - b. Economic Development and Job Requirement. The first sentence of Section 21.1 of the Lease shall be deleted and replaced with the following:

The Water Park Development and Retail Development shall result in the creation of 225 new full-time (or full-time equivalent) jobs on the Premises, averaging at least 1,872 hours per job per year (which in sum total is not less than 421,200 hours per year for all of the jobs) (“**Job Amount**”) with annual average salaries of no less than the greater of: (i) \$35,620.00; and (i) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida (the “**Job Salary Amount**”). Tenant acknowledges and agrees that payment of the Job Salary Amount is required in exchange for the Landlord’s subsidy to Tenant in the form of the rent reduction from fair market value and for the cost of certain water and sewer infrastructure.
 - c. Section 21.2 of the Lease shall be deleted, and all references to the Second Job Maintenance Period and Second Hiring Condition in Sections 21.3 and 21.4 shall be deleted.
 - d. The first sentence of Section 8.8 of the Lease shall be deleted and replaced with the following:

The total construction cost of the Water Park Development and the Retail Development shall be no less than Forty-Seven Million and 00/100 Dollars (\$47,000,000) with the total estimated direct development costs of the Water Park Development being no less than Forty-Three Million and 00/100 Dollars (\$43,000,000) and the total estimated direct development costs of the Retail Development being no less than Four Million and 00/100 Dollars (\$4,000,000).

- e. Section 2.3 of the Lease shall be deleted and replaced in its entirety with the following:

2.3 CGHS Land. The Tenant acknowledges that the CGHS Land is currently used by the County for affordable housing and is leased to County residents for use as same. Landlord and Tenant desire to meet to consider and discuss the development of the Hotel Development and affordable housing on the CGHS Land. Accordingly, during the period that is two (2) years from the Effective Date, the County agrees not to sell, transfer, mortgage, lien, lease or sublease to, or develop or allow the development of, all or any portion of the CGHS Land to any party for a private, commercial use of the CGHS Land, without first providing Tenant the opportunity to exclusively negotiate during said time period the terms of an agreement for Tenant's development and operation of all or a portion of the CGHS Land for the potential development and operation of the Hotel Development and affordable housing. For the avoidance of doubt, Tenant acknowledges that the County intends to consider Tenant's proposal for the lease and development of the CGHS Land only to the extent that such proposal includes both (X) the Hotel Development and (Y) the replacement or reconstruction on the CGHS Land by Tenant of the affordable housing units currently located on the CGHS Land. The Tenant acknowledges and agrees that: (a) any agreement for the development of the Hotel Development on the CGHS Land will necessarily require amendment of this Lease or a separate agreement which will have the effect of increasing the minimum investment and job requirements in Sections 8.8 and 21.1 of this Lease to incorporate the Hotel Development; and (b) nothing in this **Section 2.3** acts to limit or prohibit the County's right to lease, sublease, or license the CGHS Land for the purpose of operating affordable housing currently existing on the CGHS Land, or any ancillary or incidental use related thereto, except to the extent that the County and Tenant have entered into an agreement for the Tenant's development and use of the CGHS Land for the Hotel Development. Any agreement for the lease, development, operation and/or use of the CGHS Land between the County and Tenant shall require the approval of the Tenant and the Landlord, through its Board, and Tenant expressly acknowledges that such approval may be granted, denied or conditioned in the County's sole and absolute discretion, and that the provisions in this section do not entitle Tenant to have this matter considered by the Board, or for the County Mayor or Mayor's designee to present any such legislation for consideration by the Board.

- f. Section 4.1 of the Lease shall be deleted and replaced in its entirety with the following:

4.1 **Landlord's Fee.** Landlord acknowledges that Tenant has previously paid to Landlord, and Landlord has accepted from Tenant, the sum of One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) in consideration for maintaining the availability of the CGHS Land for Tenant's exclusive negotiation period set forth in Section 2.3 of the Lease. Such Landlord Fee is not Rent and is non-refundable to Tenant in any circumstance.

- g. The term Commencement Date used in Section 4.5 titled "Security Deposit" shall be replaced with the term Effective Date.

8. **Rent.** For clarification, Tenant's Rent obligations in Sections 4.2 (Land Rent) and 4.3 (Improvement Rent) shall not commence until the Commencement Date, and any Land Rent previously paid by Tenant shall be credited against future Land Rent due after the Commencement Date. In the event the Lease is terminated as a result of the failure to meet the NPS Lease Modification Conditions or as provided in Section 22.26, the County shall within twenty (20) Business Days refund to Tenant any such Land Rent paid prior to the Commencement Date.

9. **Prohibited Uses – County Waste Facilities.** The term Commencement Date used in Section 5.1.3.1 titled "Prohibited Uses" shall be replaced with the term Effective Date.

10. **Due Diligence Period Expired.** The Parties agree and acknowledge the Due Diligence Period expired on June 23, 2023. Accordingly, the Lease shall be revised such that term Commencement Date used in Section 7.1.1 titled "Inspections" shall be replaced with the term Effective Date.

11. **Site Plans; Conceptual Site Plan; Design Guidelines; Final Plans.** Exhibit "C" to the Lease and Exhibit "H" to the Lease are hereby deleted.

- a. Section 9.1.1.1 of the Lease shall be deleted and replaced in its entirety with the following:

9.1.1.1 Within thirty (30) days of the Amendment Effective Date, Tenant shall provide the Landlord with its proposed Conceptual Site Plan for the Premises (the new Exhibit "C") and a revised Design Guidelines (the new Exhibit "H") that excludes the Hotel Development. The County Representative shall have twenty (20) days to review and provide its approval or comments to the Tenant understanding that the primary purpose of the submission of the new exhibits is to remove the Hotel Development from the Premises. If the County Representative does not approve the Conceptual Site Plan or the Design Guidelines, it shall provide sufficiently detailed comments to Tenant as to its concerns and objections in order to allow Tenant an opportunity to address the County Representative's comments, concerns and objections and

resubmit. The process shall continue until the Landlord is in agreement with Tenant's proposed new Exhibits "C" and "H" and such agreement shall be evidenced upon execution by the Landlord of such exhibits. Upon the Landlord's approval, the Conceptual Site Plan shall be attached to the Lease as Exhibit "C" to the Lease and the Design Guidelines shall be attached to the Lease as Exhibit "H". Within sixty (60) days after Landlord's approval of the Conceptual Site Plan, Tenant shall submit to Landlord the initial draft of the Development Site Plan, which shall be based on the Conceptual Site Plan, for Landlord's review and approval through the County Representative. No later than sixty (60) days prior to Tenant's submission of the Final Site Plan to the County's Department of Regulatory and Economic Resources as part of its application for final administrative site plan approval, Tenant shall submit to the Landlord the initial draft of the Final Site Plan, which shall be based on the Development Site Plan (along with a copy of its Noise and Lighting Plan) for Landlord's review and approval through the County Representative. The initial drafts of the Development Site Plan and the Final Site Plan shall be developed by the Tenant in cooperation with the Landlord, which cooperation shall include, at a minimum, one or more pre-design meeting(s) to be coordinated through the Landlord's facilities project manager with participation from both Parties to this Lease. Meetings shall be held no less than on a monthly basis and Tenant shall show the Landlord and the County Representative all design drawings and progress drawings at each such meeting. The Landlord agrees to review and provide comments and/or approvals to such initial drafts of the Development Site Plan and the Final Site Plan and any modifications or amendments thereof submitted to the Landlord by Tenant within thirty (30) days of each submission to the Landlord by the Tenant. For the avoidance of doubt, the initial drafts of the Development Site Plan and the Final Site Plan shall be prepared for the review of and presented to Landlord acting in its proprietary capacity as owner of the Land and the landlord under this Lease, to provide its comments and approval prior to Tenant's application in accordance with Section 8.5 of the Lease for zoning approvals for the Water Park Development and Retail Development. Once the Landlord, through the County Representative, has approved the draft of the Development Site Plan or Final Site Plan, said draft of the Development Site Plan or Final Site Plan may be submitted by Tenant to the County's Department of Regulatory and Economic Resources as part of its application for zoning approval. Nothing set forth in this paragraph modifies, supersedes or acts to waive the County's sovereign rights as set forth in Section 22.6 of the Lease.

12. Regulations and Environmental.

- a. Section 13.2 of the Lease shall be deleted and replaced in its entirety with the following:

13.2 Penalties, Assessments and Fines. The Tenant and/or any Tenant Transferee, as may be applicable, shall pay on behalf of the Landlord any penalty, assessment or fine issued against the County, or, at the election of the Landlord, shall defend in the name of the Landlord any Claim which may be presented or initiated by any agency or officer of any Governmental Authority (other than a Claim by the Landlord against Tenant under this Lease) with competent jurisdiction, based in whole or substantial part upon a claim or allegation that the Tenant, its agents, employees, (or after the Commencement Date, invitees or trespassers) have violated any Applicable Law, including any Environmental Law described in this **Section 13** (Regulations and Environmental) or any plan or program developed in compliance therewith.

- b. Section 13.5.4 of the Lease shall be deleted and replaced in its entirety with the following:

13.5.4 Endangered Species. If the Baseline Audit or any other biological assessment or environmental survey or study conducted by or at the direction of the Landlord or Tenant, or which is recognized and accepted by any Governmental Authority, identifies endangered species or threatened species on the Premises or Parking Development, or determines that the development or the operation of the Hotel Development, Water Park Development, or Retail Development on the Premises will have a material, adverse effect on critical habitat, endangered species or threatened species in the areas immediately abutting the Premises or Parking Development, it shall be a Pre-Existing Environmental Condition. Before conducting work or activities on the Premises or Parking Development, the Tenant shall consult with FWS. In the event that a Pre-Existing Environmental Condition of the type specified in this subsection 13.5.4 is discovered, or in the event that FWS or a court order requires that approvals or permits be obtained from FWS pursuant to the Endangered Species Act, Tenant shall comply with all Applicable Laws regarding the development of the Premises and the Parking Development, including but not limited to, all consultations with the FWS and applications associated with development and permits under the Endangered Species Act. Tenant shall be prohibited from proceeding with the development of the Improvements for the Water Park Development, the Retail Development, and/or the Parking Development, as applicable, unless and until Tenant develops and obtains all required approvals and/or permits from the FWS or under the Endangered Species Act, including but not limited to, a Biological Opinion or a Habitat Conservation Plan. Any such Biological Opinion or Habitat Conservation Plan or any other application, methodology or plan developed by Tenant or that is otherwise required by FWS or a court, shall be subject

to the Landlord's consent, to be exercised in the Landlord's reasonable discretion (provided, however, that the Landlord will not be required to expend funds or set aside land to address any such Pre-Existing Environmental Condition) or Tenant may terminate this Lease upon written notice to the Landlord. The cost of any requirements for relocation or mitigation of the foregoing shall be deemed a Pre-Existing Environmental Condition. Nothing contained herein, including but not limited to the existence of any Pre-Existing Environmental Condition, shall modify the deadlines and Tenant's obligations to comply therewith set forth in this Lease.

13. Nighttime Lighting and Use; Unauthorized Uses. Subsection 5.1.4 of the Lease shall be deleted and replaced with the following:

5.1.4. Unauthorized Uses. Tenant shall not use or permit the use of the Premises for (a) any illegal or unauthorized purpose, (b) for any purpose that is materially inconsistent with standards and practices for the AZA institutions with similar operations, or (c) noise levels, lighting, visual displays or other stimulants that are outside limits and ranges set forth in the approved Noise and Lighting Plan (as defined below). Tenant shall provide Landlord, along with its draft of its Final Site Plan, a detailed plan for noise levels and limits, lights, visual displays or any other stimulants that will exist at the Premises after the Commencement Date and the Final Completion of the Water Park Development and the Hotel Development (the "**Noise and Lighting Plan**") for Landlord's review and approval at its sole and absolute discretion in accordance with this Section 5.1.4 (except, however, that Landlord's review with respect to impacts on any species addressed through consultation with FWS in accordance with the Endangered Species Act shall be at Landlord's reasonable discretion to ensure that the Noise and Lighting Plan incorporates the applicable FWS protections). Without limiting Tenant's obligation to comply with any lighting and use requirements required following consultation with the FWS, the Noise and Lighting Plan shall also incorporate and require compliance with the following restrictions on nighttime lighting and use after the Commencement Date: (a) between sunset and sunrise, Tenant shall not operate, nor permit the operation of, any lighting fixtures more than 30 feet in height, including, but not limited to, lights installed on waterslides and towers and (b) Tenant shall ensure that the Premises are closed to the public between midnight and sunrise, and the only lights permitted during such hours shall be those required for security and life and safety in accordance with Applicable Law. During the Term, Tenant may propose amendments to the Noise and Lighting Plan, which are subject to Landlord's approval to the same extent as the original Noise and Lighting Plan. Landlord agrees to review and provide comments and/or approvals to the proposed Noise and Lighting Plan and any modifications or amendments thereto submitted to Landlord by Tenant within thirty (30) days of each submission to Landlord by the Tenant.

14. At the end of Section 22 of the Lease titled “Special Conditions”, a new Section 22.26 shall be added to the Lease as follows:

22.26. **Validity of Lease.** Landlord and Tenant acknowledge and agree that the 2006 Referendum permitted the Landlord to contract with Tenant for the development and operation of the Land and Parking Development for the Water Park Development, Hotel Development, Water Park Development and Parking Development. Landlord and Tenant further acknowledge and agree that the Release and Termination of Restrictions, once fully approved and executed are anticipated to permit the Landlord to lease all of the Land to Tenant and to use the Parking Development, in part, for visitors to the Water Park Development, and the Retail Development. Landlord and Tenant acknowledge and agree that, notwithstanding and prevailing over any other covenant or condition of this Lease to the contrary: (a) the effectiveness, validity and enforceability of any Leasehold Estate on Land that was not within the Original Release and of the Parking Concession Agreement at Zoo Miami Entertainment Area attached as Exhibit J to the Lease, is conditioned upon and subject to the existence, validity and continued enforceability of the Release and Termination of Restrictions over all of the Land following its execution and recordation; (b) if a Court of competent jurisdiction issues a final, non-appealable order which (i) invalidates, sets aside, voids, enjoins or declares illegal the Release and Termination of Restrictions, the Parties shall work cooperatively and diligently in order to effectuate the continued existence of this Lease, including but not limited to, seeking an amendment or release to the Original Release or by revising or amending this Lease to remove any portions of the Premises subject to the restrictions contained in the Original Deeds; or (ii) determines that the development and operation of the Land and Parking Development as contemplated and set forth herein for the Water Park Development, Retail Development and/or Parking Development is not in accordance with, authorized by, or is violative of the 2006 Referendum or Article 7 of the Miami-Dade County Home Rule Charter; and (c) if Landlord and Tenant are unable to otherwise mutually agree, each acting reasonably and in good faith, as to any required changes necessary to make the development and operation of the Land and Parking Development for the Water Park Development, Retail Development and Parking Development consistent with the approvals granted under the 2006 Referendum and reasonably necessary in order to effectuate the Tenant’s planned development of the Premises, or if the Land remains subject to the restrictions contained in the Original Deeds, then the Landlord and Tenant shall each have the right, upon written notice to the other, to terminate this Lease, including but not limited to the Parking Concession Agreement. Upon such termination, neither party shall have liability whatsoever to the other party as a result of said termination and the parties shall have no further rights or obligations under this Lease or to each other except for the Landlord’s obligation to return the pre-paid Rent as provided in the First

Amendment and for any other obligations that expressly survive termination of the Lease.

15. Parking Concession Agreement. The Parking Concession Agreement attached to the Lease as Exhibit “J” shall be amended by the First Amendment to the Parking Concession Agreement (“**First Amended Concession**”) attached hereto as **Exhibit “J-1”**. The First Amended Concession shall not be effective or enforceable until it is approved by the United States of America, through the National Park Service, an agency of the Department of the Interior.

16. The effective date of this First Amendment shall be the same date as the effective date of the appropriate resolution adopted by the Miami-Dade County Board of County Commissioners approving this First Amendment.

17. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

18. This First Amendment shall constitute a part of the Lease and references to the Lease hereafter shall automatically include a reference to this First Amendment.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Development Lease Agreement to be executed by their appropriate officials as of the date first above written.

Witnesses

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

Print Name:

By: _____
County Mayor

Print Name:

ATTEST: Juan Fernandez-Barquin, Clerk

By: _____

Print Name: ERIC LIPSON

MIAMI WILDS, LLC, a Florida limited liability company

Print Name: DIANA E. MORGADO

By: _____
Name: PAUL LAMBERT
Title: MANAGER

EXHIBITS

Exhibit D Memorandum of Lease

Exhibit D-1 Form Amended Memorandum of Lease

Exhibit J-1 First Amended Concession

Exhibit M Area Map

Exhibit D Memorandum of Lease

Exhibit D-1 Form Amended Memorandum of Lease

Amended Memorandum of Lease

This Amended Memorandum of Lease (“Amended Memorandum”) dated as of ____ day of _____, 2023, is made by and between Miami-Dade County, a political subdivision of the State of Florida ("**County**" or "**Landlord**") and Miami Wilds, LLC, a Florida limited liability company ("**Tenant**"), having an address of 100 Biscayne Boulevard, Suite 2510, Miami, Florida 33132.

WITNESSETH:

1. **Original Memorandum.** Landlord and Tenant entered into a Memorandum of Lease (“Original Memorandum”) dated June 23, 2022 which was recorded in the official records of Miami-Dade County, Florida on [insert date] at OR Book [.], Page [.]. The Original Memorandum was recorded for the purpose of recording in the Office of the Clerk of Miami-Dade County, Florida notice of the existence of that certain Development Lease Agreement between the County and Tenant dated June 23, 2022 for certain real property located at the Zoo Miami Entertainment Area in Miami-Dade County, Florida.

2. **Lease; Premises.** Landlord and Tenant have entered into that First Amendment to the Development Lease Agreement dated _____, 2023 which, among other amendments, provides that the possessory interest of Tenant shall be delayed until the Commencement Date which shall occur after the completion of certain conditions precedent and if the conditions precedent do not all occur by a date certain, then the legal description of the real property to be leased to Tenant (the “Property”) shall be reduced accordingly. All other provisions of the Original Memorandum remain unchanged and in effect.

3. **Lease Term.** The Lease Term shall commence on the Commencement Date (and not June 23, 2022, the Effective Date of the Lease). The Parties shall record an additional amendment to the Original Memorandum to reflect the Commencement Date and, if necessary, to revise and reduce the Property; however, the failure by either Party to record an additional memorandum reflecting the Commencement Date shall not modify or nullify the rights of the Parties in and to the Lease.

IN WITNESS WHEREOF, the County and Tenant hereto have caused this Amended Memorandum to be executed by their appropriate officials as of the date first above written.

LANDLORD:

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

By: _____
County Mayor

ATTEST: Juan Fernandez- Barquin, Clerk

By: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this __ day of _____, 2023, by _____, as _____ of MIAMI-DADE COUNTY, a political subdivision of the State of Florida. He/she is () personally known to me or has () produced a valid driver’s license as identification.

My Commission Expires:

Sign Name: _____

Print Name: _____

NOTARY PUBLIC

Serial No. (none, if blank): _____

[NOTARY SEAL]

TENANT:

MIAMI WILDS, LLC, a Florida limited liability company

By: _____

Name:

Title:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this __ day of _____, 2023, by _____, as _____ of Miami Wilds, LLC, a Florida limited liability company, on behalf of said company. He/she is () personally known to me or has () produced a valid driver's license as identification.

Sign Name: _____

Print Name: _____

NOTARY PUBLIC

Serial No. (none, if blank): _____

My Commission Expires:

[NOTARY SEAL]

Exhibit J-1 First Amended Concession

**FIRST AMENDMENT TO PARKING CONCESSION AGREEMENT AT ZOO MIAMI
ENTERTAINMENT AREA**

Concession Agreement No. _____

THIS FIRST AMENDMENT TO THE PARKING CONCESSION AGREEMENT (this "**First Amended Concession**") is made and entered into as of the __ day of _____, 2023, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**County**") and MIAMI WILDS, LLC, a Florida limited liability company ("**Concessionaire**") and, jointly with the County, referred to herein as the "**Parties**").

WITNESSETH

WHEREAS, on June 23, 2022, the County and the Concessionaire entered into a Concession Agreement for the development, management, and operation of certain parking areas to serve the Hotel Development, the Water Park Development, the Retail Development, Zoo Miami, Gold Coast Railroad Museum and the Miami Military Museum and Memorial; and

WHEREAS, the Parties desire to amend the Concession Agreement as set forth in this First Amended Concession to reduce the areas of the parking concession and to delay the effectiveness and commencement of the Concession Agreement,

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter contained to be performed and observed by the County and Concessionaire, and in further consideration of other good and valuable consideration, the County and Concessionaire agree that:

1. **Recitals.** The County and Concessionaire agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this First Amended Concession.

2. **Valid Amendment.** The County and Concessionaire agree that this First Amendment amends the Concession Agreement in accordance with Section 21 thereof and is binding on the Parties.

3. **Effect of Amendment.** The County and Concessionaire agree that all of the terms and conditions in the Concession Agreement remain in effect, except for such terms and conditions that are expressly amended by this First Amended Concession.

4. **Defined Terms.** The County and Concessionaire agree that, unless specifically defined or amended herein, all of the capitalized terms used but not defined in this First Amended Concession shall have the respective meanings set forth in the Concession Agreement. The following defined terms shall be deleted in their entirety and replaced with the following definitions:

“ZMEA Parking Area” is the area identified in the area map attached as Attachment “A” as the ZMEA Parking Area” and which is on a portion of the 65.85 acres of the Zoo Property that is unrestricted; provided, however, that the ZMEA Parking Area may be reduced as set forth in Section 2 of this Concession.

5. Parking Areas. The area map attached hereto as Attachment “A” shall be attached to the Concession Agreement and shall be the area map referenced throughout the Concession Agreement as Attachment "A". The image labeled “Image Two: Overall ZMEA Parking Development” set forth in Section 14 of the Concession Agreement shall be deleted and the phrase “See Image Two below:” in Section 14 of the Concession Agreement shall be replaced with: “See Attachment “A”. Further, Section 2 of the Parking Concession Agreement titled “Location” shall be amended to delete the second sentence and replace it with the following:

Notwithstanding and prevailing over the foregoing and anything else in this Concession to the contrary, if the Release and Termination of Restrictions: (a) has not been finalized, approved and executed by the NPS and the Landlord by the Release Date, or (b) releases from the restrictions in the Original Deeds less land than the entirety of the ZMEA Parking Area, then in either case, the Parking Development shall be modified to reduce the ZMEA Parking Area to include only that land that was released from the restrictions in the Original Deeds by the Original Release or the Release and Termination of Restrictions, and the Zoo Miami Parking Area shall be expanded to include all such land that was formerly in the ZMEA Parking Area but which had to be removed. If the Release and Termination of Restrictions contains additional terms, conditions and requirements with respect to any of the land in the Parking Development or the development, use or operation thereof, then the County and Concessionaire shall meet and confer in good faith to agree, within 90 days of the execution of the Release and Termination of Restrictions, upon any necessary amendments to the Concession to address any such additional terms, conditions and requirements imposed in the Release and Termination of Restrictions, which amendments shall be subject to Board and NPS approval. If, however, the County and Concessionaire are unable to agree, or if NPS does not approve, then: (i) this Concession Agreement shall be limited to the ZMEA Parking Area, as may be revised, (ii) Concessionaire shall have no rights or obligations to use, operate or manage any other areas of the Parking Development, (iii) the County shall similarly have no obligations to Concessionaire with respect to parking outside of the ZMEA Parking Area, and (iv) all provisions of the Concession dealing with the GCRR/Museum/Zoo Parking Area, the Zoo Miami Parking Area and all obligations and rights thereto shall be void, and of no force of effect. In any event, the final layout, location, spacing, and design of the Parking Development shall be subject to the prior, written approval of the County Mayor or Mayor’s designee.

6. The effective date of this First Amended Concession shall be the later of: (a) the effective date of the appropriate resolution adopted by the Miami-Dade County Board of County Commissioners approving this First Amended Concession; and (b) approval by the United States

of America, through the National Park Service, an agency of the Department of the Interior, of this First Amended Concession.

7. This First Amended Concession may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

8. This First Amended Concession shall constitute a part of the Concession Agreement and references to the Concession Agreement hereafter shall automatically include a reference to this First Amended Concession.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amended Concession to be executed by their appropriate officials as of the date first above written.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

Witnesses


Print Name:

By: _____
County Mayor

Print Name:

ATTEST: Juan Fernandez- Barquin, Clerk

By: _____




Print Name: Yrene Lambert

CONCESSIONAIRE:

MIAMI WILDS, LLC, a Florida limited liability company



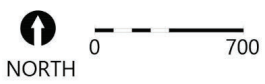
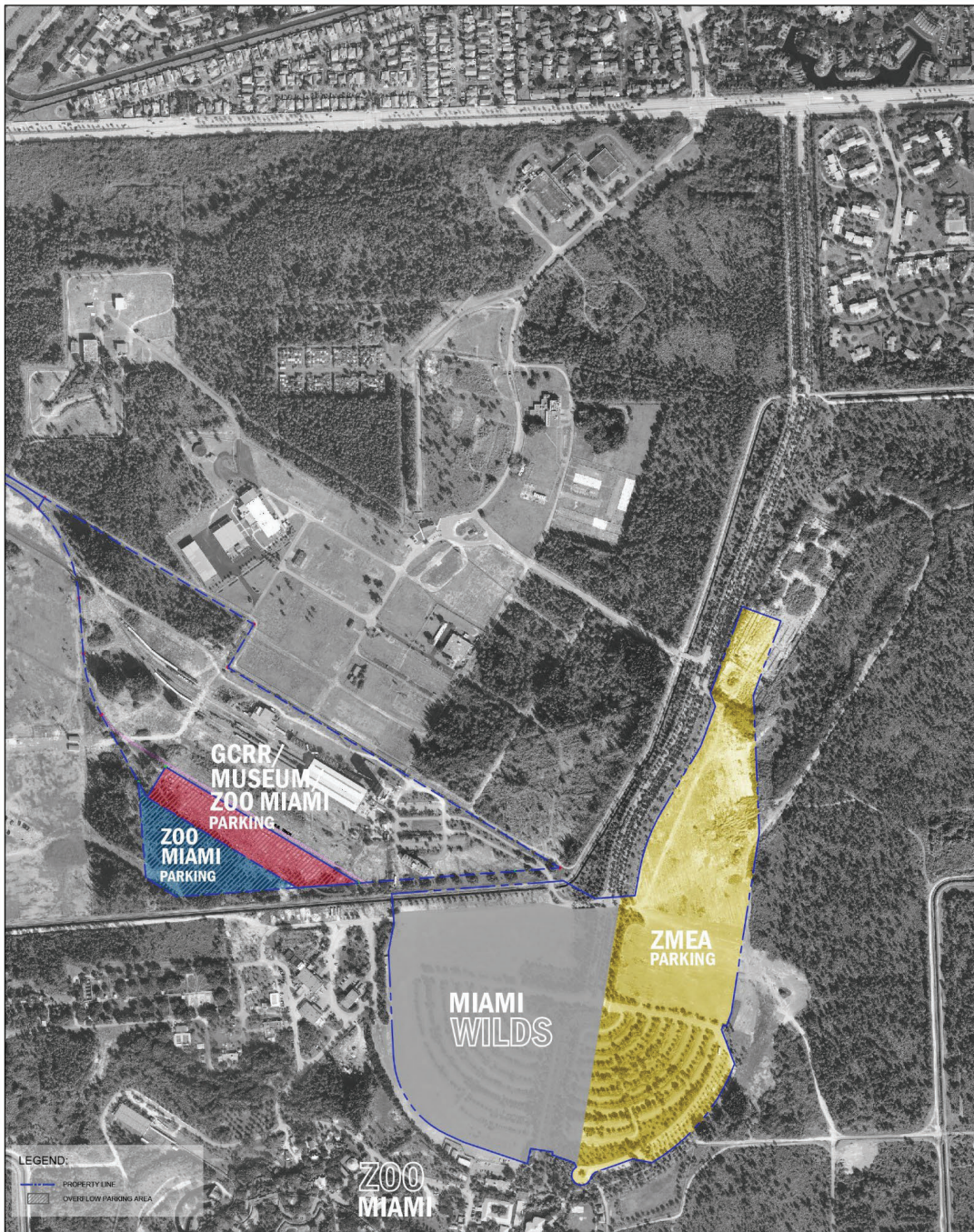
Print Name: Eric Liff

By: 

Name: Paul Lambert
Title: Manager

Attachment A

AUGUST 2021



PARKING AREAS

MIAMI WILDS

Exhibit M Area Map



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

0 0.125 0.25 0.5 Miles

BOUNDARIES ARE APPROXIMATE NOT SURVEY QUALITY



Major Roads

Study Area

County Parks

EEL Site

Natural Forest Community

Miami Wilds

Parking Lots

Property Owner

County

MDCPS

USA

U Miami

Private

Data Sources:

Miami-Dade County GIS Data Hub;

Natural Forest Community & EEL data provided by Division of Environmental Resources Management

* Parking for visitors and employees of ZooMiami, Gold Coast Railroad Museum and the Military Museum

Map Created: July 25, 2023 By PROS Property Management

MDC039

ATTACHMENT 2

RESCINDMENT OF 2022 AMENDMENT NO. 1 TO THE RELEASE AND TRANSFER OF
TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS

THIS RESCINDMENT OF THE 2022 AMENDMENT NO. 1 TO THE RELEASE AND TRANSFER OF TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS (the “Rescindment”) is made and entered into effective as of ___ day of _____, 2023 (“Effective Date”), by and between Miami-Dade County, Florida (formerly known as Metropolitan Dade County), a political jurisdiction of the State of Florida, acting by and through the Park and Recreation Department (hereinafter referred to as the “County”) and the United States of America, acting by and through the National Park Service, an agency of the United States Department of the Interior (hereinafter referred to as the “United States” and, together with the County as the “Parties”).

The purpose of this instrument is to rescind the agreement entered into by the Parties on June 23, 2022, titled “Amendment No. 1 to the Release and Transfer of Terms, Conditions, Covenants, and Restrictions” (“Amended Release”), which Amended Release is attached hereto as Exhibit A. On November 17, 2011, the Parties entered into an agreement titled “Release and Transfer of Terms, Conditions, Covenants, and Restrictions” (“Original Agreement”), which Original Agreement is attached hereto as Attachment 1 to the Amended Release. The Original Agreement had the purpose of releasing the terms, conditions, covenants, and restrictions imposed by the United States on parcels on land consisting of approximately 1059.5 acres in and around Zoo Miami (formerly known as Miami-

Dade Metro Zoo) from approximately 67 acres of said land (“Original Released Acreage”) and imposing those same and other terms, conditions, covenants, and restrictions on other parcels of land. The Amended Release had the purpose of replacing the legal descriptions and parcel maps for the Original Released Acreage released by the United States in the Original Agreement. The Amended Release is being rescinded to allow the United States to comply with all relevant statutes and regulations, including, but not limited to, the Endangered Species Act (16 U.S.C. §1531 et seq. (1973)) and National Environmental Policy Act (42 U.S.C. §§4321-4370h), prior to a decision on whether to approve any amendment to the Original Release.

RECITALS

WHEREAS, the United States, acting by and through the Regional Director, Southeast Region, Bureau of Outdoor Recreation, United States Department of the Interior, under and pursuant to the powers and authority contained in the provision of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084) (the "Act"), and the regulations and orders promulgated there under, conveyed approximately 1,009.83 acres (the "Zoo Property") to the County by Quitclaim Deed dated October 1, 1974, recorded on October 7, 1974, in the Land Records of Miami Dade County, Florida in Book 8799, Page 1589 and amended by Corrective Quitclaim Deed dated September 30, 1975, recorded on November 20, 1975, in the Land Records of Miami Dade County, Florida in Book 9159, Page 926 (collectively, the "1974 conveyance"); and

WHEREAS, the United States, acting by and through the Regional Director, Southeast Region, National Park Service, United States Department of the Interior, under

and pursuant to the powers and authority contained in the provision of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by the Act, and the regulations and orders promulgated there under, conveyed approximately 49.67 acres (the "Gold Coast Property") to the County by Quitclaim Deed dated February 25, 1987, recorded on July 15, 1987, in the Land Records of Miami Dade County, Florida in Book 13344, Page 1088 (the "1987 conveyance"); and

WHEREAS, the 1974 and 1987 conveyances required the Zoo Property and the Gold Coast Property to be used and maintained for public park or public recreational purposes and impressed the Zoo Property and Gold Coast Property with certain other terms, covenants and restrictions, including the requirement to use and maintain the Property for public park or public recreational purposes; and

WHEREAS, the County proposed, and the United States accepted, to remove the terms, conditions, covenants and restrictions enumerated in the 1974 and 1987 conveyances from a tract totaling 67.00 acres, more or less, of the Zoo Property and to transfer these same terms, conditions, covenants and restrictions, including the requirement to use and maintain the Property for public park and recreational purposes, to 164.28 acres, more or less; and

WHEREAS, parcel(s) of land containing 164.28 acres, more or less, was conveyed to the County by the Trust for Public Land, by deed dated June 27, 2002, and recorded in the Land Records of Miami-Dade County, Florida in Book 20507, Page 0464 ("Replacement Park"); and

WHEREAS, the Department of Army ("DOA"), the County, the General Services Administration ("GSA") and the National Park Service ("the Service") executed an Agreement in Principal, effective September 19, 2007, which set forth actions concerning real property transactions to be accomplished to ensure the continued force protection and security of the DOA while allowing for the further development of certain portions of the Zoo Property and the Gold Coast Property; and

WHEREAS, all actions concerning proposed real property transactions described in the Agreement in Principal to ensure the continued force protection and security of the DOA have been accomplished to the satisfaction of the DOA, GSA, and the Service; and

WHEREAS, 40 U.S.C. 550 (b)(1) (2003) authorizes the Secretary of the Interior to release lands from the terms, conditions, covenants and restrictions contained in quitclaim deeds conveyed pursuant to the Act and this authority has been re-delegated to the Director of the Service and the Regional Directors of the Service; and

WHEREAS, on November 17, 2011, the Parties executed the Original Agreement in order to release the terms, conditions, covenants and restrictions from the Original Released Acreage at Zoo Miami and impose those same and other terms, conditions, covenants, and restrictions to the Replacement Park; and

WHEREAS, on June 23, 2022, the Parties amended the Original Agreement through the Amended Release to replace the legal description and map of the Original Released Acreage at Zoo Miami, with a revised legal description and map of land at Zoo Miami to be released from the terms, conditions, covenants, and restrictions imposed by the United States on parcels on land in and around Zoo Miami, all as more specifically set forth in the Amended Release, including the attachments thereto; and

WHEREAS, the United States and the County desire to rescind the Amended Release to allow the United States to comply with all relevant statutes and regulations, including, but not limited to, the Endangered Species Act (16 U.S.C. §1531 et seq. (1973)) and National Environmental Policy Act (42 U.S.C. §§4321-4370h), prior to a decision on whether to release any acreage different than that included in the Original Released Acreage.

NOW THEREFORE, in consideration and pursuant to all the foregoing:

The United States and the County desire to and agree to rescind the Amended Release as of the Effective Date, including Attachment 4 thereof titled “Release and Termination of Restrictions”. Accordingly, all terms, conditions, and exhibits to the Original Agreement are unchanged and remain in full force and effect. The County may record in the public records of Miami-Dade County, Florida this Rescindment. The United States agrees to consider and process any request from the County for an amendment to the Original Agreement and such consideration shall include compliance with all relevant statutes and regulations, including, but not limited to, the Endangered Species Act (16 U.S.C. §1531 et seq. (1973)) and National Environmental Policy Act (42 U.S.C. §§4321-4370h) promptly and diligently.

IN TESTIMONY WHEREOF, the County and the United States have caused this Amendment to be executed for them and on their behalf and have caused to be affixed hereunder their seals, by their duly authorized officers or agents, the day and year first above written.

(Signatures to follow on the next page)

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

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

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK

By: _____
Name:
Title:

By: _____
Name:
MAYOR or DEPUTY MAYOR

Approved by County Attorney as to form and legal sufficiency

Print Name: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

UNITED STATES OF AMERICA

Acting by and through the
Secretary of the Interior

Through:

Regional Director
Southeast Region
National Park Service

By: _____
Chris Abbett

Associate Regional Director
Partnerships, Interpretation
and Education

WITNESS

By: _____

Printed Name: _____

Title: _____

STATE OF GEORGIA
COUNTY OF FULTON

On this _____ day of _____, 2023, before me, the subscriber personally appeared Chris Abbett, Associate Regional Director, Partnerships, Interpretations and Education, Interior Region 2, National Park Service of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

NOTARY PUBLIC

My commission expires: _____