MEMORANDUM OF UNDERSTANDING FOR CADE MUSEUM AND DEPOT PARK

This Memorandum of Understanding ("MOU") is entered into this 2ND day of OCTOBER, 2012 between the City of Gainesville, a municipal corporation (the "City.") and the Cade Museum Foundation, Inc. ("Museum"), together referred hereto as the ("Parties") regarding redevelopment of an approximately 2-acre site ("Site") within the limits of certain real property referred to generally as Depot Park ("Park") for purposes of establishing a museum.

WHEREAS, the City owns the Park and has designated the Gainesville Community Redevelopment Agency ("CRA") as its lead agent for the redevelopment of the Park, the features of which are intended to include the depot building, artificial ponds, bike paths, walking trails and play areas to be operated by the City for the purposes of public recreation and stormwater management. For purposes of this MOU, references to the CRA shall be considered references to the City; and

WHEREAS, the Museum intends to build, operate and maintain a museum within the Park on an approximately three acre site and which museum shall have inspiration, invention and innovation as its guiding principles; and

WHEREAS, the City and CRA jointly issued a letter to the Museum dated February 26, 2009 expressing the City's support of the museum project envisioned at the Park and expressing the City's commitment to the development of the Park; and

WHEREAS, the City and the Museum desire to improve the Park, and in particular the Site, into a setting in which the museum can succeed and promote the educational and cultural well-being of the citizens of Gainesville.

NOW THEREFORE, the Museum and the City do mutually agree as follows:

1. **Purpose.** The Museum and the City wish to set forth the general understandings between the parties leading to the further negotiation and execution of a lease agreement. It is the intent of the parties that the Park and Museum projects will transform the area and thereby eliminate slum and blight, increase the tax base within the Downtown Community Redevelopment Area and grow the overall economy of the City by promoting tourism, economic development, recreation and educational activities.

2. **Project**. The development of the Museum within the Park is referred to herein as the "Project." The Project area is approximately depicted on the attached **Exhibit "A."** The Museum shall, at its sole expense, design, construct and operate an approximately 45,000 square foot museum that is open to the general public. It is anticipated that construction of the Project shall begin no later than three years from the effective date of this MOU.

3. **Duties of the Parties.**

   a. The parties shall assign staff to work productively and cooperatively on the

Project. For purposes of this MOU, the CRA Director shall serve as the primary City contact person and the Museum Executive Director shall serve as the primary Museum contact person.

b. The City has planned Park improvements and infrastructure, including but not limited to, parking, stormwater management and lighting and utilities, bike paths, walking trails and play areas. Some of this infrastructure may be available to serve the Project and therefore, the City intends to coordinate its project management, engineering, and construction with the Museum.

c. The parties shall have ongoing discussions to best determine how the Museum and the Park may coordinate to benefit the community, and to identify infrastructure and other design efficiencies that will reduce operating costs, or otherwise benefit the parties and citizens using the Park and the Museum.

d. Within 90 calendar days of execution of this MOU, the City shall provide a draft form of ground lease for the Project for review by the Museum. The draft lease shall include, without limitation, identification of the leased area, a maximum timeframe and requirements for the construction of the Project, permits and liens, a minimum term of years upon completion of construction, provisions for access and parking, operational funding and closure of the Museum, maintenance and payment of fees and taxes.

4. Zoning, Land Use, and Preliminary and Post-Development Approvals. The Property depicted on Exhibit "A" currently has the City of Gainesville Land Use of Public Facilities (PF) and Zoning of Public Services (PS). The parties recognize that the City, in its regulatory capacity, is the government entity vested with authority to grant or deny site development approvals. It is the intent of the Museum to maximize its use of the entire Site for the perpetuation of the purposes of the Museum, including, without limitation, inclusion of food service, gift shop, and service of alcohol. The parties agree that nothing contained in this MOU shall be interpreted or construed as an approval, waiver or contract to approve or waive any governmental requirement that the City has jurisdiction over in its regulatory capacity. Nothing contained in this MOU shall be interpreted or construed as contracting away the exercise of regulatory powers of the City. In addition, the City, as owner of the property, will cooperate with the Museum in securing necessary permits from other governmental or quasi-governmental owned or controlled entities, agencies, or subdivisions thereof, including without limitation Alachua County, St. Johns River Water Management District.

5. Environmental.

a. The Parties acknowledge that the Park is designated a Brownfield Area under Section 376.80 Florida Statutes (the Florida Brownfields Act) based on documented soil and groundwater impacts from offsite releases of manufactured gas plant wastes and onsite releases of industry-related heavy metals and organic contaminants.

b. The City is committed to remediating the impacts according to Remedial Action Plans approved by the Florida Department of Environmental Protection (FDEP) that specify cleanup target levels protective of public recreational use.

c. To ensure public safety, the FDEP requires the City to restrict the use of the Site through the imposition of a Restrictive Covenant (RC) for conditional site closure addressing all documented contaminants. The RC will constrain future onsite activities with regard to contact with soil caps, other soils and groundwater. It is the intention of the City to initiate conditional site closure after completion of all planned soil capping and subsequent site-specific sampling; however, the City may pursue an interim RC as appropriate to expedite Park development.

d. The conditions of the RC are presently un-specified. FDEP has provided the City with conceptual conditions as follows, which are subject to modification:

1. The City will survey all capped areas.
2. Tenants/Lessees shall execute an agreement indicating consent to the RC.
3. Excavation below the soil cap shall be managed as a contaminated soil excavation. The soil cap depth is two feet. If contaminated soil cannot be returned to its original position, FDEP-approved disposal will be required.
4. Additional soil sampling shall be conducted in the areas to be excavated to confirm that contaminant concentrations achieve approved cleanup target levels.
5. Construction work should be properly managed to prevent spreading contaminated soil onto capped areas and measures should be taken to minimize worker exposure to dust and soil.

e. The Parties agree that the Museum construction plans are presently undefined and thus their impacts on contaminants, both known and unknown, below two feet in depth are not foreseeable. Parties further agree to evaluate the risks and liability of any existing environmental contamination issues and develop a plan to address same in the context of furthering the plan for redevelopment.

f. The Museum will exercise a conservative construction approach so as to minimize contact with below grade unknown conditions and otherwise comply with the RC and any other regulatory requirements.

6. Negotiations/Conveyance. The City has authorized the CRA to negotiate with the Museum for the purpose of determining the lease terms and conditions, which may include the provision of parking, the paving of parking lots, payment of property taxes and sales tax, build-out costs, deed or lease restrictions, and any other terms and conditions deemed necessary and relevant by the parties. The surveyed boundary lines depicted on Exhibit "B" shall be used to facilitate the intent and purpose of this MOU. It is the intent that a lease shall be executed no later than December 31, 2012.

7. **Design and Construction Coordination.** The parties to the MOU agree that a coordinated design and construction approach is the preferred method of delivering the Park and Museum projects. To the greatest extent possible, the parties shall communicate design plans to each other and coordinate on decisions regarding all matters of design, materials and construction. Notwithstanding the cooperative efforts of the parties referenced herein, the Park and the Museum are separate projects of their respective proponents and not joint ventures of the parties.

8. **Term.** Unless sooner terminated by the parties, this MOU will become effective upon execution by both parties and will terminate when a ground lease for the Project is entered into by the City and the Museum or on December 31, 2012, whichever first occurs. The parties may terminate this MOU at any time by mutual written agreement. The Museum may terminate this MOU at any time.

9. **Notice.** Any notice of termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. Notices shall be sent to the following:

Museum: Dorrie Hipschman
Executive Director, Cade Museum Foundation, Inc.
904 South Main Street
Gainesville, FL, 32601

City: Russ Blackburn
City Manager, City of Gainesville
P.O. Box 490, Station 6
Gainesville, FL, 32602-0490

A party may, in its sole discretion, change its address for purposes of this MOU by giving the other parties party written notice of such as provided herein.

10. **Project Records.** The parties will retain all records relating to this MOU in accordance with the public records law. The parties will make available any records relating to this MOU for copying and inspection upon written request of the other. Records which relate to any litigation, appeals or settlements of claims arising from the Contract documents shall be maintained and made available until a final disposition has been made of such litigation, appeals, or claims.

Entire MOU. This MOU constitutes the entire agreement of the parties with respect to the Project and supersedes all prior written or oral agreements, understandings, or representations.

AGREED TO AND ACCEPTED 9/26, 2012, by the CADE MUSEUM FOUNDATION, INC.

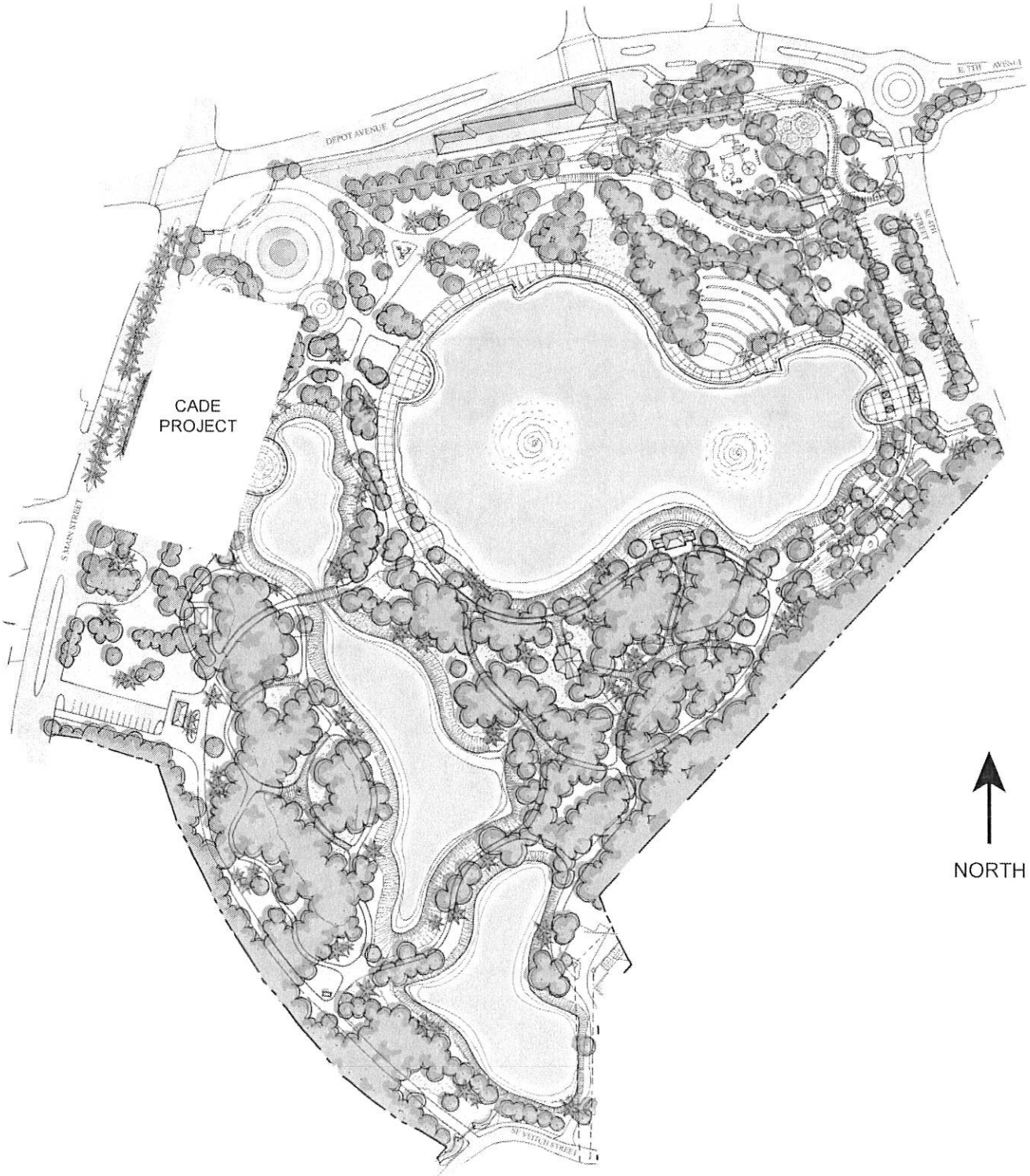
By: Donie Hipschman, its Executive Director

AGREED TO AND ACCEPTED 10-2, 2012, by the CITY OF GAINESVILLE

By: Russ Blackburn, its City Manager

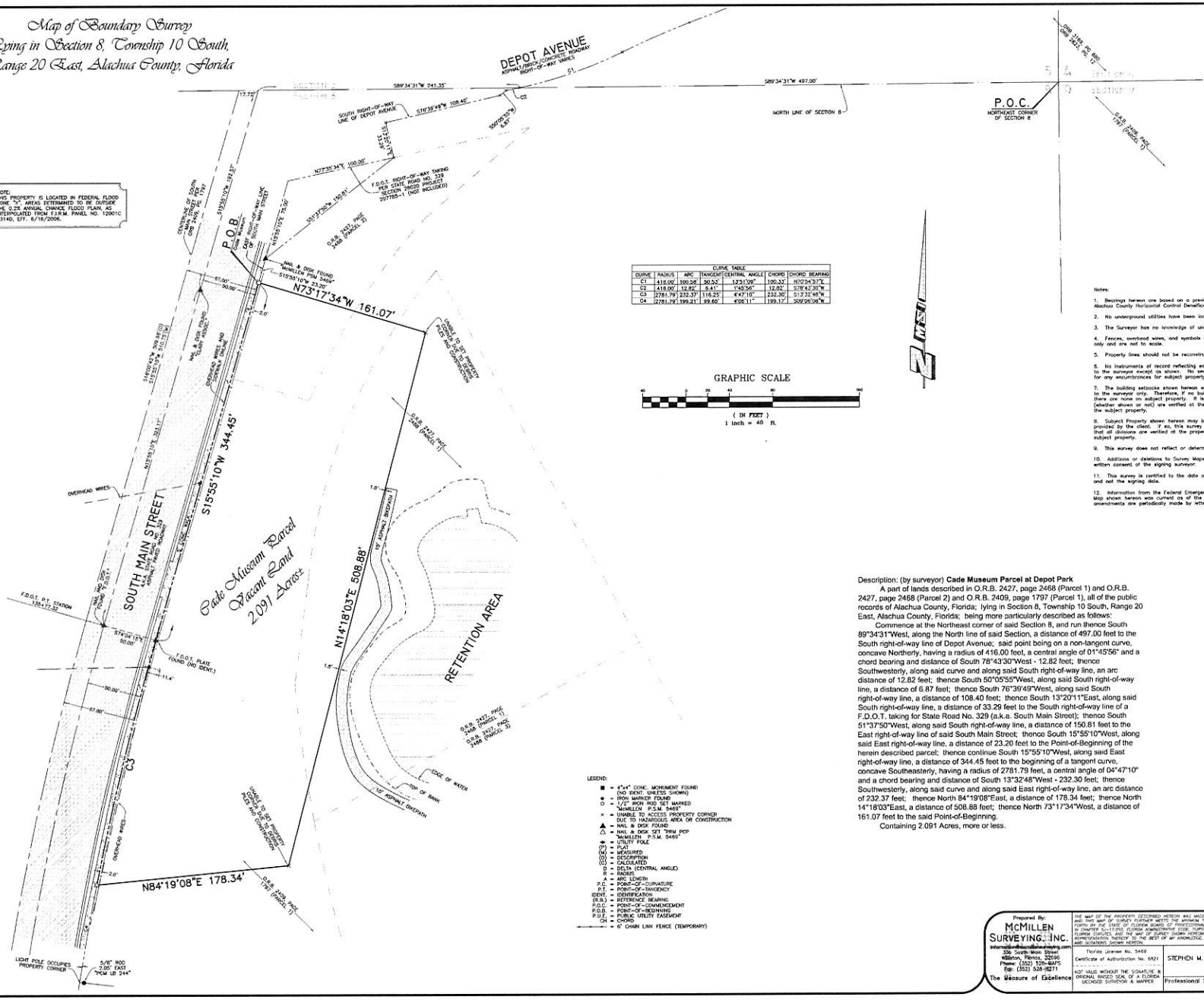
CADE MOU EXHIBIT "A"

DEPOT PARK MASTER PLAN WITH CADE PROJECT



CADE MOU EXHIBIT "B"

Map of Boundary Survey
Lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida



NOTE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12001C 0314D, EFF. 6/18/2006.

CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	416.00'	100.58'	50.53'	13°51'09"	100.33'	N70°54'57"E
C2	416.00'	12.82'	6.41'	1°45'56"	12.82'	S78°43'30"W
C3	2781.79'	232.37'	116.25'	4°47'10"	232.30'	S13°32'48"W
C4	2781.79'	199.21'	99.65'	4°06'11"	199.17'	S09°09'38"W

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

Notes:

1. Bearings hereon are based on a previous survey by The Perry C. McGriff Company for the Alachua County Horizontal Control Densification and Identification of Land Corners Project.
2. No underground utilities have been located except as shown.
3. The Surveyor has no knowledge of underground foundations which may occupy lands of others.
4. Fences, overhead wires, and symbols shown hereon may be exaggerated for pictorial purposes only and are not to scale.
5. Property lines should not be reconstructed based on distances to improvements.
6. No instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor except as shown. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.
7. The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on subject property. It is suggested, by the surveyor, that all building setbacks (whether shown or not) are verified at the proper building department with the current zoning of the subject property.
8. Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all divisions are verified at the proper building department with the current zoning of the subject property.
9. This survey does not reflect or determine ownership.
10. Additions or deletions to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.
11. This survey is certified to the date of the field work (shown hereon as survey date), ONLY, and not the signing date.
12. Information from the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map shown hereon was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and may not be reflected on said map.

LEGEND:
- ■ = 4"x4" CONC. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
- ● = IRON MARKER FOUND
- ○ = 1/2" IRON ROD SET MARKED "McMILLEN P.S.M. 5469"
- × = UNABLE TO ACCESS PROPERTY CORNER DUE TO HAZARDOUS AREA OR CONSTRUCTION
- ▲ = NAIL & DISK FOUND
- △ = NAIL & DISK SET "PRM PCP McMILLEN P.S.M. 5469"
- ⊕ = UTILITY POLE
- (P) = PLAT
- (M) = MEASURED
- (D) = DESCRIPTION
- (C) = CALCULATED
- Δ = DELTA (CENTRAL ANGLE)
- R = RADIUS
- A = ARC LENGTH
- P.C. = POINT-OF-CURVATURE
- P.T. = POINT-OF-TANGENCY
- IDENT. = IDENTIFICATION
- (R.B.) = REFERENCE BEARING
- P.O.C. = POINT-OF-COMMENCEMENT
- P.O.B. = POINT-OF-BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- CH = CHORD
- ——— = 6' CHAIN LINK FENCE (TEMPORARY)

Description: (by surveyor) **Cade Museum Parcel at Depot Park**

A part of lands described in O.R.B. 2427, page 2468 (Parcel 1) and O.R.B. 2427, page 2468 (Parcel 2) and O.R.B. 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida; lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section 8, and run thence South 89°34'31"West, along the North line of said Section, a distance of 497.00 feet to the South right-of-way line of Depot Avenue; said point being on a non-tangent curve, concave Northerly, having a radius of 416.00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30"West - 12.82 feet; thence Southwesterly, along said curve and along said South right-of-way line, an arc distance of 12.82 feet; thence South 50°05'55"West, along said South right-of-way line, a distance of 6.87 feet; thence South 76°39'49"West, along said South right-of-way line, a distance of 108.40 feet; thence South 13°20'11"East, along said South right-of-way line, a distance of 33.29 feet to the South right-of-way line of a F.D.O.T. taking for State Road No. 329 (a.k.a. South Main Street); thence South 51°37'50"West, along said South right-of-way line, a distance of 150.81 feet to the East right-of-way line of said South Main Street; thence South 15°55'10"West, along said East right-of-way line, a distance of 23.20 feet to the Point-of-Beginning of the herein described parcel; thence continue South 15°55'10"West, along said East right-of-way line, a distance of 344.45 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 2781.79 feet, a central angle of 04°47'10" and a chord bearing and distance of South 13°32'48"West - 232.30 feet; thence Southwesterly, along said curve and along said East right-of-way line, an arc distance of 232.37 feet; thence North 84°19'08"East, a distance of 178.34 feet; thence North 14°18'03"East, a distance of 508.88 feet; thence North 73°17'34"West, a distance of 161.07 feet to the said Point-of-Beginning.

Containing 2.091 Acres, more or less.

Prepared By:
McMILLEN SURVEYING, INC.
336 South Main Street
Williston, Florida, 32696
Phone: (352) 528-MAPS
Fax: (352) 528-8271
The Measure of Excellence

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT MAP OF SURVEY FURTHER MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. 5460
Certificate of Authorization No. 6821

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

STEPHEN M. McMILLEN, P.S.M.
Professional Surveyor & Mapper

CERTIFIED TO:
City of Gainesville
Gainesville Community Redevelopment Agency
J&J Consulting Engineering, LLC

Scale: 1"=40'
Proj. No. 2012-006
Drawn: S.M.M.
Ck'd: S.M.M.
Dwg. Name: 2012-006
Survey Date: 03/07/12
Field Book: 123
Pages: 65