

CADE MUSEUM DEVELOPMENT AGREEMENT

THIS CADE MUSEUM DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2017, (the "Effective Date") by and between the **Gainesville Community Redevelopment Agency**, a public body corporate and politic, created pursuant to Part III of Chapter 163, Florida Statutes (the "CRA"), and **The Cade Creativity Labs, Inc.**, a Florida not for profit corporation (the "Cade Museum"), having its principal office at 904 South Main Street, Gainesville, Florida 32601.

WHEREAS, both the City of Gainesville and the CRA determined to redevelop a former brownfield site into a premier downtown park to be known as Depot Park in order to eliminate slum and blight in the downtown area and to stimulate economic development; and

WHEREAS, the City and CRA envisioned a museum as part of the park; and

WHEREAS, the Cade Museum Foundation, the parent company of the Cade Creativity Labs, Inc. expressed an interest in developing its museum in Depot Park and as such entered into a Memorandum of Understanding with the City and CRA to take steps necessary for a Development and Disposition Agreement and later responded to a Request for Proposal issued by the City and the CRA; and

WHEREAS, in its response to the Request for Proposal, the Cade Museum Foundation, Inc. indicated that it would prefer a long-term lease of the property and that it would need CRA monetary assistance to prepare the brownfield site for construction; and

WHEREAS, the City and Cade Creativity Labs, Inc. have entered into a long-term ground lease in which Cade Creativity Labs, Inc. has agreed to construct and operate a museum on the Depot Park property; and

WHEREAS, the City is redesigning South Main Street to provide safer pedestrian, bicycle, motor vehicle traffic around Depot Park and Cade Museum; and

WHEREAS, the redesign of South Main Street created an opportunity to align the design of the Cade Museum parking lot, therefore increasing the cost to Cade Museum for the parking area; and

WHEREAS, to complete the Memorandum of Understanding and The Request for Proposal, the CRA and Cade Creativity Lab, Inc. desire to enter into this agreement for CRA incentives.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

2. **CADE MUSEUM OBLIGATIONS.**

Cade Museum shall construct and operate a museum under the terms and conditions of the March 18, 2016 Amended Lease which is expressly incorporated herein. Cade Museum shall install the park benches, informational signage, utilities, landscape, hardscape, and parking amenities consistent with the plans submitted by the Cade Museum to the CRA.

3. **CRA OBLIGATIONS.**

To assist the Cade Museum's construction in a manner consistent with the Depot Park, CRA shall provide reimbursement for infrastructure improvements as follows:

- a) The CRA shall reimburse Cade Museum up to \$18,780.00 for ten park benches, including construction of pads within the easement areas with exact locations to be determined by agreement of CRA project manager and Cade Museum representative.

CRA agrees that it will provide funding by way of reimbursement of the actual costs of the ten park benches, including construction of pads, up to a total of \$18,780.00. Reimbursement will be made within 30 days of receipt of invoice from Cade Museum, including any additional information that may be requested by CRA to verify reimbursable costs.

- b) The CRA shall provide a design package for informational signage on the Cade site as well as elsewhere within Depot Park, to ensure consistency between Depot Park, South Main Street and the Cade Museum. The Cade Museum will be responsible for installation of the signage and the CRA will reimburse the Cade Museum in an amount not to exceed \$5,500.00. Reimbursement will be made within 30 days of receipt of invoice from Cade Museum, including any additional information that may be requested by CRA to verify reimbursable costs.

- c) The CRA shall reimburse Cade Museum up to \$168,373.71 for the installation of all required utilities to within five feet of the building, including the relocation of power poles, all as more specifically described in the January 9, 2017, letter from Oelrich Construction, Inc. to Jennifer Denault of the Cade Museum, attached hereto.

CRA agrees that it will provide the funding by way of reimbursement of the actual costs of the installation of utilities to within five feet of the building, up to a total of \$168,373.71. Reimbursement will be made within 30 days of receipt of invoice from Cade Museum, including any additional information that may be requested by CRA to verify reimbursable costs.

- d) The CRA shall reimburse Cade Museum up to \$130,059.56 for the parking lot enhancements described in a letter from Oelrich Construction Inc. dated March 28, 2017. Reimbursement will be made within 30 days of receipt of invoice from Cade Museum, including any additional information that may be requested by CRA to verify reimbursable costs.

IN WITNESS WHEREOF, the CRA and Cade Museum have executed this Agreement in duplicate as of the Effective Date.

GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY, a public
body corporate and politic

Witness:

By: _____
Name: _____

By: _____
Anthony Lyons
Executive Director

By: _____
Name: _____

CADE CREATIVITY LABS, INC.,
a Florida not-for-profit corporation

ATTEST:

By: _____
Name: _____
Secretary

By: _____
Name: _____
Title: _____