

MEMORANDUM

Agenda Item No. 8(C)(1)

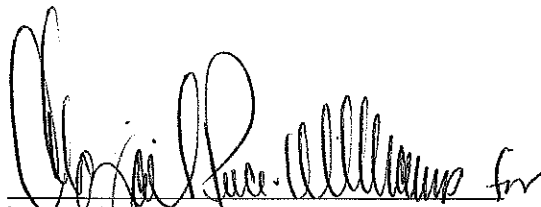
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

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

SUBJECT: Resolution approving a
Management and Operating
Agreement between Miami-Dade
County and the City of
Miami Department of Off-Street
Parking a/k/a Miami Parking
Authority regarding the Coconut
Grove Playhouse Property

The accompanying resolution was prepared by the Department of Cultural Affairs and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



R. A. Cuevas, Jr.
County Attorney

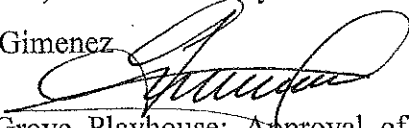
RAC/cp

Memorandum



Date: December 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Coconut Grove Playhouse: Approval of Negotiated Agreements Eliminating Property Title Encumbrances, Delegating Authority to Negotiate Settlements of other Such Encumbrances and/or to Take Legal Action to Remove Such Encumbrances and Authorization of Expenditure of an Amount Not to Exceed \$120,000.00, for Such Purposes, to be Reimbursed by Payments Made to the County Pursuant to the Management and Operating Agreement for the Coconut Grove Playhouse Surface Parking Lot

Recommendation

It is recommended that the Board: approve the negotiated final agreements listed below that eliminate property title encumbrances on the Coconut Grove Playhouse property as required by the State of Florida; delegate the authority to the Mayor, within the financial limitations specified herein, to conclude settlement agreements, or take other legal action for the purpose of removing the remaining encumbrances listed below; and authorize the payment of a total of \$120,000.00 to National Title and Abstract Company, the County's closing and escrow agent (who will then disburse from those funds the amounts due to each payee), to be reimbursed by payments to the County from the Management and Operating Agreement with the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, such payment to National Title and Abstract comprising the costs associated with each of these negotiated final agreements as noted below, and up to \$120,000.00 to cover pending settlements, if any, for the remaining encumbrances as noted below and miscellaneous related costs (for example, filing fees, title company escrow expenses, etc.), subject to the execution of all agreements, releases, affidavits, etc. necessary to satisfy the conditions required by the State of Florida to eliminate the property title encumbrances and thereby, release the Playhouse Lease Agreement from escrow. The negotiated final agreements are:

- 1) The Management and Operating Agreement between Miami-Dade County and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority (Exhibit A);
- 2) The Memorandum of Understanding between Miami-Dade County and the City of Miami (Exhibit B);

Pending settlements of remaining encumbrances are:

- 3) Coconut Grove Playhouse Settlement Agreement between Aries Development Group, LLC, 3247 Charles, LLC, GH Mortgage, LLC, The Coconut Grove Playhouse, Inc., Coconut Grove Playhouse LLC, and Miami-Dade County – in an amount not to exceed \$15,000.00, payable to Aries Development Group, LLC;

- 4) Settlement Agreement between Best Wholesale Office Products Corp. and Miami-Dade County - in an amount not to exceed \$500.00, payable to Best Wholesale Office Products Corp.
- 5) Premier Printing Solution, Inc.; and
- 6) The Coconut Grove Business Improvement District.

Execution of the Management and Operating Agreement between Miami-Dade County and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority ("Miami Parking Authority") and execution of the Memorandum of Understanding between Miami-Dade County and the City of Miami are required to eliminate all of the City's lien encumbrances on the Playhouse as further documented by the Conditional Mitigation and Partial Release of Lien Order approved by the City of Miami Code Enforcement Board on November 19, 2013 (Exhibit C).

All agreements and associated payments will be held in escrow by National Title and Abstract Company, the County's escrow agent, and authority is delegated to the Mayor to authorize their release subject to the resolution of pending settlements of remaining encumbrances and confirmation by the State that all of these agreements and payments to eliminate the Coconut Grove property title encumbrances will satisfy the conditions set forth in the State's March 1, 2013 surplus property notice (Exhibit D).

In addition, it is recommended that the Board directs the County's State lobbying team to continue to advocate for the lease, conveyance and any other actions as needed related to furthering the Coconut Grove Playhouse initiative and authorizes and directs the Office of Intergovernmental Affairs to include this item as part of its ongoing State legislative activities.

Scope

The Coconut Grove Playhouse is located in District 7 but the impact of re-establishing a regional theater is countywide.

Fiscal Impact/Funding Source

Total funding not to exceed \$120,000.00 is necessary to cover the costs associated with each of these negotiated agreements, pending settlements and the miscellaneous related costs (for example, filing fees, title company escrow expenses, etc.) and will be advanced from the Capital Outlay Reserve Fund and reimbursed by payments to the County from the Miami Parking Authority pursuant to the Management and Operating Agreement for the Coconut Grove Playhouse surface parking lot. While that agreement further provides that the County will be responsible for payment of expenditures related to the operation and maintenance of the parking lot, it is anticipated that the revenues generated from the parking lot will exceed such expenditures, and that all such expenditures must be approved by the County. The Background section of this Memorandum provides additional information to substantiate the projected revenues from the Miami Parking Authority.

It is important to point out that if any additional encumbrances occur prior to or during the term of the Playhouse Lease Agreement, the County will be responsible for removing these additional encumbrances.

Funding for the eventual capital project to re-establish regional theater on the Coconut Grove Playhouse site comes from two sources: 1) \$15 million from project number 299 of the Building Better Communities-General Obligation Bond (BBC-GOB) program; and 2) \$5 million from Series 2005 of Convention Development Tax (CDT) bond proceeds. These capital bond funds are not eligible to be used to satisfy the Playhouse's title encumbrances and related expenses necessary to activate the lease with the State.

Delegation of Authority

Authority for executing the agreements, finalizing pending settlements within the limitations set forth herein and authorizing the approved expenditures resides with the Mayor or his designee; authority for exercising all provisions contained in the Management and Operating Agreement between Miami-Dade County and the Miami Parking Authority is delegated to the Department of Cultural Affairs' Director.

Track Record/Monitor

Miami-Dade County has a track record for working cooperatively with the Miami Parking Authority on issues and projects that benefit the public. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for implementing the County's rights and responsibilities under Management and Operating Agreement with the Miami Parking Authority.

Background

On October 1, 2013, the Board approved R-797-13, approving an updated Lease Agreement between the State of Florida and co-lessees, Miami-Dade County and Florida International University (FIU), for the Coconut Grove Playhouse property and an accompanying agreement between the County and FIU, specifying the respective rights and responsibilities of FIU and the County in more detail in regard to the property, its operation and programming. The Lease was executed by all parties by the October 15, 2013 State-mandated deadline. The accompanying agreement was executed by FIU and the County on October 9, 2013. Pursuant to the Agreement between the County and FIU, the County has the sole responsibility to enter into agreements to eliminate the encumbrances affecting the title of the Playhouse.

The October 1, 2013, memorandum to the Board noted that the State requires that certain specified encumbrances affecting the property's title must be resolved within three months of the execution of the Lease, which is by January 15, 2014. In addition, the agenda item reiterated that any funding that may be required to satisfy State or other prerequisites related to the finalization of the Lease and the Agreement first must be reviewed and approved by the Board.

The County has concluded negotiations and/or is attempting to reach settlements with the entities that were identified by the State, through its title search, as holding encumbrances that must be cleared pursuant to the requirements set forth in the State's March 1, 2013, surplus property notice. Given the County's financial constraints, the plan to address the funding necessary for each of these negotiated agreements is the projected revenues from payments to the County from the Miami Parking Authority pursuant to the Management and Operating Agreement for the Coconut Grove Playhouse surface parking lot.

It is estimated that up to \$120,000.00 will be necessary to cover pending settlements for remaining encumbrances as noted in the chart below and address miscellaneous related costs (for example, filing fees, title company escrow expenses, etc.), also to be covered by payments to the County from the Miami Parking Authority pursuant to the Management and Operating Agreement.

The following summarizes the encumbrances, pending settlements, and the associated settlement costs:

	<i>Estimated Potential Value of Encumbrance*</i>	<i>Negotiated Settlement</i>
City of Miami	\$1,952,093.00	Parking Agreement
Aries Development Group, et. al.	\$1,500,000.00	\$15,000.00
Best Wholesale Office Products Corp.	\$3,387.28	\$500.00
Florida Department of Revenue	\$12,296.68	Waived
Premier Printing Solution, Inc.	\$58,412.59	Pending
Coconut Grove Business Improvement District	\$34,323.68	Pending
Subtotal – Final Settlements for Encumbrances	\$3,561,643.09	\$15,500.00
Subtotal – Up to Amount for Pending Settlements and Estimated Related Costs		\$104,500.00
TOTAL – Up to Amount for Settlements and Related Costs		\$120,000.00

* Estimated costs are computed as of 11/2013; negotiated settlements fully address the value of the encumbrances and result in their removal from the title of the property. Note that Aries Development (and its related entities), in addition to possessing encumbrances on the property, have also filed a civil suit against the County alleging various claims. The contemplated settlement will result in the dismissal of this suit as well.

Projected Parking Revenues from the Playhouse Parking Lot

Based on records of the City of Miami Parking Surcharge Program, gross revenues from the Coconut Grove Playhouse parking lot have averaged \$17,000 per month over the last twelve months (November 2012 through October 2013). It is anticipated that the Miami Parking Authority will assume responsibility for managing the Playhouse parking lot under the agreement with the County on or about February 15, 2013.

Based on conservative, projected estimates of parking revenues and expenses completed by the Miami Parking Authority and reviewed by our staff, there will be sufficient funds paid to the County by the Miami Parking Authority during the term of the agreement to cover the costs of addressing the encumbrances described above and the County’s maintenance responsibilities for the property.

Agreements to Eliminate Encumbrances Affecting the Property Title

The account below highlights the terms of the attached agreements negotiated to eliminate the specified Coconut Grove Playhouse property title encumbrances in order to satisfy the conditions set forth in the State's March 1, 2013, surplus property notice. It should be reiterated that pursuant to the Agreement between the County and FIU, approved by the Board on October 1, 2013, the County has the sole responsibility to enter into these agreements to eliminate the encumbrances affecting the title of the Coconut Grove Playhouse.

- City of Miami
Pursuant to the Memorandum of Understanding ("MOU") between the City of Miami and the County, the City's conditions for eliminating their lien encumbrances on the Playhouse property included as a prerequisite that the County enter into an agreement with the Miami Parking Authority to manage the surface parking lot of the Coconut Grove Playhouse. On November 19, 2013, the City's Code Enforcement Board entered a conditional order eliminating the City's lien encumbrances on the Playhouse subject to the County's executing an acceptable agreement with the Miami Parking Authority. The attached MOU with the City and the Management and Operating Agreement with the Miami Parking Authority accomplish this requirement. It should be noted that these agreements have been reviewed by the State and considered to be within the County's authority to execute under the terms of the Playhouse Lease Agreement with the State. The Board of the Miami Parking Authority approved the Management and Operating Agreement on December 16, 2013.

The following highlight the terms of the Management and Operating Agreement between Miami-Dade County and the Miami Parking Authority:

- The term is for five years and seven months, with two renewable five year periods (section 2.1);
 - The County and the Miami Parking Authority must approve a detailed operating budget annually, setting forth revenues, expenses and parking rates (section 3.5);
 - The Playhouse parking lot operating expenses of the Miami Parking Authority are covered by parking revenue and the Miami Parking Authority receives an additional 5% management fee with an incentive fee effective in FY 2015-2016 (Exhibit A);
 - The County receives, during the first seven months of the agreement, a minimum monthly payment of \$4,000.00, and during the entire term of the agreement, any revenues in excess of expenses, and of those paid to the Miami Parking Authority (section 3.5.3); and
 - The County will provide the Miami Parking Authority with the first option to present a development plan to the County for any future development of the Playhouse parking lot, subject to any review and approval required by the Board and by the State pursuant to the terms of the Playhouse Lease Agreement (Article IX).
- Aries Development Group, LLC, 3247 Charles, LLC, GH Mortgage, LLC
Highlights of the terms of the anticipated settlement agreement between Aries Development Group, LLC, 3247 Charles, LLC, GH Mortgage, LLC, The Coconut Grove Playhouse, Inc., Coconut Grove Playhouse LLC, and Miami-Dade County include:

- Aries and Charles will execute all necessary documents to reflect that their encumbrances that appear as exceptions in the title work on the Playhouse property have been released and discharged;
- Aries and Charles will voluntarily dismiss the lawsuit pending against the County and the Playhouse;
- The County will pay Aries \$15,000; and
- The Coconut Grove Playhouse LLC will voluntarily relinquish any claim of ownership of the Bike Shop property in favor of GH Mortgage.

As we have reported, the Bicycle Shop property did not revert to the State and certain assignments of leases, rents and profits from the Playhouse property are referenced in the title report as purporting to secure the mortgage on the Bicycle Shop property between GH Mortgage, LLC and the Coconut Grove Playhouse, LLC. This settlement will eliminate these references. Such settlement shall be memorialized to incorporate the above key terms, accordingly.

- Final Settlements for Other Encumbrances and Judgments
The following highlight the work accomplished to resolve the other encumbrances that appear in the title work that the State requires to be addressed:
 - The liens, amounting to \$12,296.68 owed to Florida Department of Revenue have been waived.
 - Best Wholesale Office Products Corp. has agreed to accept \$500.00 to settle its judgment amounting to approximately \$3,387.28; such settlement shall be finalized and memorialized accordingly.

It is important to acknowledge the cooperation of these private and public sector entities and the commitment to the success of the Playhouse project that these settlements represent.

- Pending Encumbrances and Settlements
 - Premier Printing Solution, Inc. has a judgment amounting to approximately \$58,412.59 and has not yet agreed to a settlement offer.
 - There are unpaid certificates amounting to approximately \$34,323.68 for special assessments by Coconut Grove Business Improvement District for the years 2010, 2011, 2012 and 2013. The City of Miami and representatives of the Business Improvement District are considering reductions in the amounts owed.

Given the strict time constraints involved in resolving all encumbrances by January 15, 2014, it is recommended that the Mayor be given the authority to finalize settlements for each of these pending encumbrances, subject to the budgetary limitations stipulated herein and/or to take any other appropriate legal action to removing such encumbrances, including, but not limited to, filing lawsuits in courts of competent jurisdiction and seeking intervention by the State in such lawsuits, and seeking extensions and/or waivers from the State as to such encumbrances. For similar timing reasons, the Resolution also allows the Mayor to waive his veto.

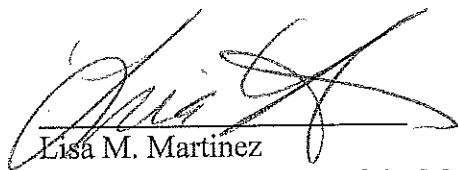
Other Options Being Pursued Concurrently to Secure the Playhouse Property

As reported to the Board, the Florida Cabinet, at its August 20, 2013 meeting, approved moving ahead with concurrent work on other potential solutions regarding the Playhouse property: a property exchange and/or fee simple conveyance of the property to the County. We are continuing to explore these options in cooperation with the Florida Department of Environmental Protection staff. It is important to emphasize that regardless of the outcome of the work to satisfy the requirements associated with the Playhouse Lease Agreement, the County, FIU and the State remain committed to pursuing the outright ownership of the Playhouse property by the. The Board will be provided with updates on our progress with this work.

In early 2014, we will provide the Board with an update on the disposition of these agreements and payments to eliminate the property title encumbrances on the Coconut Grove Playhouse and the next steps for our goal of returning great regional theater to this site.

Attachments:

- Exhibit A - The Management and Operating Agreement between Miami-Dade County and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority
- Exhibit B - Memorandum of Understanding between Miami-Dade County and the City of Miami
- Exhibit C - Conditional Mitigation and Partial Release of Lien Order approved by the City of Miami Code Enforcement Board on November 19, 2013
- Exhibit D - State of Florida March 1, 2013 Surplus Property Notice



Lisa M. Martinez
Senior Advisor, Office of the Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 17, 2013

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

SUBJECT: Agenda Item No. 8(C)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
12-17-13

RESOLUTION NO. _____

RESOLUTION (1) APPROVING A MANAGEMENT AND OPERATING AGREEMENT BETWEEN MIAMI-DADE COUNTY (COUNTY) AND THE CITY OF MIAMI DEPARTMENT OF OFF-STREET PARKING A/K/A MIAMI PARKING AUTHORITY; (2) APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE CITY OF MIAMI; (3) AUTHORIZING THE MAYOR OR DESIGNEE, SUBJECT TO CERTAIN CONDITIONS, TO CONCLUDE AND EXECUTE SETTLEMENT AGREEMENTS AND/OR TO TAKE OTHER LEGAL ACTION, FOR THE PURPOSE OF REMOVING SPECIFIED ENCUMBRANCES ON THE COCONUT GROVE PLAYHOUSE PROPERTY AND TO MAKE EXPENDITURES RELATED TO SUCH PURPOSES IN A TOTAL AMOUNT NOT TO EXCEED \$120,000.00; AND (4) AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE THE FOREGOING AGREEMENTS AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED BY ANY OF THE FOREGOING AGREEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, through Resolution R-797-13, the Board approved a Lease Agreement between the State of Florida and co-lessees, Miami-Dade County and Florida International University (FIU), for the Coconut Grove Playhouse property which was executed by all parties by October 15, 2013; and

WHEREAS, the memorandum to the Board accompanying R-797-13, noted that the State required certain specified encumbrances affecting the property's title to be resolved within three months of the execution of the Lease (or by January 15, 2014), for the Lease to be released from escrow, and in addition the agenda item reiterated that any funding that might be required

to satisfy State or other prerequisites related to the finalization of the Lease first must be reviewed and approved by the Board; and

WHEREAS, the Coconut Grove Playhouse property includes a surface parking lot and other parking facilities which require management for ongoing operations, and which are expected to generate revenues from such operations; and

WHEREAS, the City of Miami, which holds many of the specified encumbrances, has agreed via a “Memorandum of Understanding” to release such encumbrances provided that the County and the City’s Department of Off-Street Parking a/k/a Miami Parking Authority, execute an acceptable Management and Operating Agreement pertaining to the Playhouse parking facilities, and staff have negotiated such an acceptable Management and Operating Agreement; and

WHEREAS, staff believes that the County will be able to acceptably resolve all of the remaining specified encumbrances within the State’s deadline, by way of settlement agreements or by taking other legal action, the total cost of which, including related expenses, would not exceed \$120,000.00, and that such expenditures could be recouped by the net revenue generated from operation of the Playhouse parking facilities,

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

Section 1. The Board adopts and incorporates the foregoing recitals as though fully set forth herein.

Section 2. The Board approves the Management and Operating Agreement between Miami-Dade County and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, and the Memorandum of Understanding between Miami-Dade County and

the City of Miami, each in substantially the form, respectively, attached hereto, and authorizes the County Mayor or Mayor's designee to execute the same and to exercise any and all rights therein.

Section 3. The Board authorizes the County Mayor or the Mayor's designee to take any necessary legal action, and/or to enter into and execute settlement agreements (and to exercise any rights thereunder), and to make expenditures in an amount not to exceed \$120,000.00, for settlements and related expenses, all for the purpose of removing specified encumbrances from the Coconut Grove Playhouse property.

Section 4. Each of the foregoing agreements and settlement payments shall be held in escrow or in trust until a determination by the Mayor or the Mayor's designee that the conditions set forth herein have been met, and that all necessary encumbrances have been, or will be, satisfactorily resolved, such that the State will release the Coconut Grove Playhouse Lease from escrow.

Section 5. The Board directs the County Mayor or the Mayor's designee to record any instrument of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of December, 2013. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JEB

Jason E. Bloch

MANAGEMENT AND OPERATING AGREEMENT

This Management and Operating Agreement (“Agreement”) is entered into this _____ day of _____, 2013 (“Effective Date”) by and between the Miami-Dade County (“County”), a political subdivision of the State of Florida and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority (“MPA”), an agency and instrumentality of the City of Miami (collectively, the “Parties”).

RECITALS

WHEREAS, in 1980 the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State” or “Board of Trustees”) acquired the real property located at 3500 Miami Highway, Miami, Florida 33133 (“Playhouse”). Sometime in 2004, the State contracted with the Coconut Grove Playhouse, Inc. to operate the on-site theatre, and in 2004 transferred title to the Playhouse to Coconut Grove Playhouse, LLC.

WHEREAS, in October 2012, the State exercised a reverter provision contained in the deed to the Coconut Grove Playhouse, LLC, and took back ownership of the Playhouse. On or about March 1, 2013, the State then instituted its surplus property process, and pursuant to same, offered the Playhouse for lease to State colleges, universities, agencies, subject to approval by the Board of Trustees – i.e. the Governor and Cabinet.

WHEREAS, as a result of the surplus property process, the County and Florida International University (“FIU”) submitted a proposal to the State for development of the Playhouse property and subsequently entered into a lease agreement (“Playhouse Lease Agreement”) with the State on or about October 8, 2013, a copy of which is attached hereto and made a part hereof in Exhibit “A.”

WHEREAS, under the terms of the Playhouse Lease Agreement, the County and FIU may “enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE’s operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking;” and

WHEREAS, on October 9, 2013, FIU and the County entered into an Agreement Regarding the Coconut Grove Playhouse that gave the County the sole responsibility for timely performing the terms and conditions of the Coconut Grove Playhouse Lease which shall include, but may not be limited to, undertaking any and all financial, legal or other obligations necessary to carry out the terms and conditions of the Coconut Grove Playhouse Lease; and

WHEREAS, the City of Miami (“City”) is a municipal corporation and pursuant to state law and the municipal charter has governmental, corporate and proprietary powers that allow it to conduct municipal government, perform municipal functions and

render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, in accordance with its powers, the City issued numerous Final Administrative Enforcement Orders on the Playhouse; and

WHEREAS, the State requires that any encumbrances affecting the Playhouse's title must be resolved within three (3) months of the execution of Playhouse Lease Agreement; and

WHEREAS, Section 23 of the City of Miami Charter created the MPA which operates, manages and controls the off-street parking facilities of the City and all properties pertaining thereto; and

WHEREAS, the City agreed to conditionally release the lien encumbrances on the Playhouse in exchange for the approval and execution of this Agreement giving MPA the right to operate the parking facilities at the Playhouse and plan with the County for future development rights; and

WHEREAS, the Parties understand that this Agreement is a management and operating agreement and does not constitute a sublease of the parking facilities at the Playhouse; and

WHEREAS, MPA represents that it has the authority, knowledge and experience to manage and operate the parking facilities at the Playhouse for the County, as it has previously managed and operated the parking facilities for the State; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to the Management and Operating Agreement that the above recitals are good, true and correct in all respects and further agree as follows:

Article I – Facility Management Services

1.1 Facilities. MPA shall manage and operate the Playhouse parking facilities ("Premises") upon the terms and conditions hereinafter set forth. The Premises as shown in Exhibit B shall encompass the existing surface lots, any areas designated for parking, toll plazas, control devices, entrances, exists, parking office space, any valet parking services and any and all things reasonably necessary to operate such Premises. Provided that, such management and operation shall be conducted so as to be consistent with, and not to interfere with or detract from, the overall operation and management of the Playhouse, with such proviso applying generally to this Agreement and in its interpretation.

1.2 Additional Spaces or Facilities. If agreed by the County, additional surfaces parking and multi-level parking and/or development may be added to Exhibit B, subject to the conditions of the Playhouse Lease Agreement. If approved by the County the expense associated with the operation of these additional parking areas will initially be treated as Expenditures (as described in Section 3.1) and thereafter may be made a part of the annual budget MPA presents to the County.

1.3 Hours of Operation. The Premises shall function 24-hours per day, seven days per week with different staffing or monitoring hours as MPA deems necessary, provided that such staff is adequate and appropriate to the efficient and effective functioning of the Premises.

1.4 Parking Rates. MPA shall charge all users of the Premises the fees or rates for such use as County may establish and approve. MPA shall permit free parking by any individual, entity, or corporation provided it receives prior written approval by the person(s) designated in writing by the County as possessing such authority. MPA shall submit any proposed changes in parking rates to the County for consideration at least thirty (30) days prior to the proposed effective date of same.

1.5 Signs. MPA shall have the right to install and or replace informational and traffic signs within the Premises, subject to prior inclusion of expenses for these signs in the approved annual operating budget. The County shall have the right to review and approve such installed or replaced signs to ensure that same are consistent with the overall theme, style and operation of the Playhouse.

1.6 Alteration of Premises. MPA may: (i) alter the layout of the surface parking in order to maximize the profitability and use of the Premises; (ii) install, remove or replace payment devices on the Premises; (iii) install or modify lighting; (iv) install or modify exterior fencing/barriers; (v) resurface or re-stripe the Premises; (vi) remove, replace, or repair any toll plaza or entrance and exit areas. Alterations of this nature, or similar in scope, shall require County's prior written consent, not to be unreasonably withheld. The foregoing shall not be construed to require prior written consent for ongoing maintenance and repair or to routine upgrades of payment devices which do not materially alter the layout or appearance of the Premises.

1.7 Not a Sublease/No Property Rights. Both parties stipulate and understand that this Agreement does not constitute a sublease of the Playhouse property (or other real property), and conveys no real property interests or rights in the Playhouse property (or other real property) whatsoever.

Article II – Term, Extension and Termination

2.1 Term and Extension. This Agreement shall be effective as of the Effective Date and shall continue in effect for the balance of the first fiscal year (through September 30, 2014) and for an additional five (5) years (through September 30, 2019), unless sooner terminated. County may renew the term for two (2) additional five (5) year terms,

subject to MPA's approval. County shall be required to give MPA at least one hundred twenty (120) days' written notice of its election to renew or extend prior to the expiration of the current term. County's failure to notify MPA shall result in continued management by MPA for the immediately following one year at the same rates and conditions that exist at that time.

The initial five (5) year term shall not be modified as set forth in the mutual covenants expressed in that certain a Memorandum of Understanding between the County and the City ("MOU") which allowed the City to release the Final Administrative Enforcement Orders, a copy of which is attached hereto and incorporated herein in Exhibit "C".

2.2 Termination. Either party may terminate this Agreement with or without cause, upon no less than sixty (60) days notification of termination at any time after the initial five (5) year term which satisfies the MOU. At the termination of this Agreement, MPA shall surrender the Premises and any and all materials, supplies, tools equipment, keys and other items the County provided to MPA or otherwise owned during the term of this Agreement but in MPA's possession, custody or control. Any items MPA purchased, owned and/or procured, without County funds, including those via public-private partnership through MPA, funded by City grants or City funds, or somehow due and owing to financial obligations held by the MPA, or the City, shall be offered first to the County for depreciated cost and if not purchased by the County, remain the property of the MPA upon termination of this Agreement. To the extent MPA removes such items it shall do so in a way to avoid disruption to the Playhouse management and operations, and without damage to the remaining Premises or the Playhouse.

In the event of termination MPA shall reasonably cooperate with the County (and the new manager/operator, if any) to ensure a smooth transition of management and operation of the Premises.

MPA shall be entitled to all compensation it is due under the Agreement through the date of termination.

Article III – Revenue and Reports

3.1 Collection of Revenue. MPA shall charge, collect, and handle all parking fees and charges in strict accordance with the terms of this Agreement. All traffic entering shall be able to be tracked and reported. The accepted forms of payment shall be cash, credit card and pay-by-phone or similar format.

3.2 Exception Transactions. "Exception Transactions" shall mean parking activities that do not yield fees or revenues as contemplated by §1.4, including but not limited to lost parking tickets, insufficient funds, handicap transactions, complimentary transactions and validations. MPA shall document all Exception Transactions.

3.3 Revenue Controls and Revenue Enhancements. MPA shall maintain revenue controls and procedures customary to MPA's standard daily operations of its other facilities, not

less than standard industry and governmental controls and procedures. MPA shall create and maintain forms, policies, procedures and objective performance benchmarks necessary to provide clear and concise "chain of custody" trails and efficient and accurate reporting and to permit auditing by the County or as otherwise provided in Article 5.

3.4 Monthly Report. MPA shall provide, by the last day of each month, a report summarizing all activity at the Premises for the preceding month. This monthly report shall include an income and expense statement. MPA shall reconcile discrepancies in any of the reports within three (3) business days of discovery of the discrepancy.

3.5 Annual Operating Budget. MPA shall prepare a proposed detailed annual operating budget detailing projected revenues, expenses and parking rates for the upcoming fiscal year. Within forty-five (45) days of the Effective Date of this Agreement, MPA shall submit an operating forecast detailing projected revenues, expenses and parking rates for the initial fiscal year. Starting with the second year of this Agreement, MPA shall submit this report no later than May 31 of each year.

3.5.1 Subject to review and concurrence by the County, the County shall approve this operating budget and MPA shall be reimbursed for the actual direct operating expenses incurred ("Expenditures") from parking revenues during the month for which the expenses are incurred. The actual direct operating expenses incurred shall not exceed the aggregate total of the approved operating expense budget. Expenditures include but are not limited to: all costs and expense of operating, repairing, lighting, cleaning, painting, stripping, policing and security (including cost of uniforms, equipment and all employment taxes); insurance, including liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties, worker's compensation insurance covering personnel; costs and expense of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Premises; costs and expense of replacement of curbs, walkways, landscaping, drainage pipes, ducts, conduits and similar items, and lighting facilities; and costs and expense of planting, replanting and replacing flowers, shrubbery and planters; utility costs including but not limited to electric, water and sewer services.

3.5.2 Any shortfalls in covering Expenditures in any month shall be covered by subsequent month(s) parking revenue, provided that the County will cover all Expenditures incurred in a fiscal year within the fiscal year that the Expenditures were incurred.

3.5.3 Through September 30, 2014, MPA shall remit to the County a minimum monthly payment of \$4,000.00. Revenue in excess of what is required to cover MPA's approved Expenditures, compensation and MPA's minimum monthly payment to the County shall be remitted to the County on a monthly basis, no later than 10 calendar days following the last day of the respective month.

Article IV – Compensation

4.1 County shall pay MPA compensation only as set forth in this Article IV. MPA shall be entitled to and shall make no claim for compensation for its activities under this Agreement other than as set forth in this Article IV.

4.2 Compensation. MPA shall be paid in accordance with the payment chart as set forth in Exhibit D.

4.3 Competitive Procurement. MPA shall follow the standard competitive procurement methods as it regularly utilizes in the normal course of business for any and all capital expenditures or development projects required or sought for the Premises. Said procurement procedures are utilized in accordance to the regulations as promulgated by the City of Miami Code and Charter provisions governing the conduct and operation of MPA.

Article V – Audits

5.1 Right to Audit. Pursuant to Miami-Dade County Ordinances, resolutions and regulations, County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review MPA's operations, activities and performance in connection with this Agreement. The scope of services an IPSIG may perform may include, but is not limited to, monitoring and investigating compliance with Agreement specifications; project costs; and investigating and preventing corruption and fraud. Upon ten (10) business days' written notice to MPA from IPSIG, MPA shall make all requested records and documents available to the IPSIG for inspection and copying. The provisions of this section apply to MPA, its officers, agents and employees. MPA shall incorporate the provisions of this section in all subcontracts and all other agreements executed by it in connection with the performance of this Agreement.

5.2 Annual Audit. Within ninety (90) days following the end of each year of the initial term of this Agreement, or any extension thereto, MPA shall furnish an annual audited certified statement of all revenue and expense, as well as a letter certifying compliance with the terms of this Agreement and a management letter resulting from review of operations, internal control and personal observations. Such financial statement, compliance letter and management letter must be prepared and attested to by an Independent Certified Public Accountant licensed in the State of Florida.

Article VI – Personnel.

6.1 Personnel. MPA shall furnish competent and adequate personnel to operate the Premises efficiently and effectively, to assure collection and security of revenues and to meet the need of those parking at or otherwise using the Premises.

6.2. Staffing. MPA reserves the right to physically staff the location or allow for parking via pay-by-phone, pay-by-plate or pay-and-display methods, provided that in all such cases MPA shall operate the Premises efficiently and effectively, assure collection and security of revenues and meet the needs of those parking at or otherwise using the Premises.

Article VII – Insurance and Indemnification

7.1 MPA Insurance. During the term of this Agreement, MPA shall procure and maintain insurance of types and amounts to protect the County against claims from damages because of bodily injury or death of any person or property damage arising out of, or in any manner related to MPA's operation of the Premises. MPA shall maintain coverage in accordance with the provisions contained in Exhibit E. The MPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MPA shall in no way be limited by and is in addition to the indemnification and other protections provided to the County elsewhere in this Agreement or otherwise provided by the MPA.

7.2 Indemnification.

- a) The MPA does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat. The MPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MPA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The MPA also expressly understands and agrees that any insurance protection provided to County by the MPA as required by this Agreement shall in no way be limited by Section 768.28, Fla. Stat.
- b) The County does hereby agree to indemnify and hold harmless the MPA to the extent and within the limitations of Section 768.28 Fla. Stat. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the MPA as herein provided.

7.3 Survival. The obligations contained in this Article will survive the expiration or earlier termination of this Agreement but only with respect to an event that may give rise to a claim that in turn gives rise to a right of indemnification under this Article and which event occurs prior to expiration or termination.

Article VIII. Dispute Resolution

8.1 In the event of any disputes, disagreements or claims between the parties, they agree to attempt to communicate and work in good faith to resolve them before resorting to litigation. If the parties agree, they may further refer such matters to mediation or arbitration. The Parties may authorize an arbitration panel consisting of one (1) the

County Mayor or his designee; (2) the Chief Executive Officer of MPA; and (3) a third-party, duly licensed by the Florida Bar, mutually agreeable to the Parties to decide questions, disputes, or claims of any nature arising out of, under, or in connection with, or in any way related to or on account of this Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) (collectively, "questions" or "disputes"). The Parties agree that the final decision of the arbitration on an issues of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

Article IX. Future Development of the Premises

9.1 It is the intent of the Parties to maximize the best uses of the Premises in order to promote and ensure the continued success of the Playhouse for generations to come. The Parties understand and agree that prospective development of the Premises would capitalize the potential of the Playhouse, help secure funding and alleviate future budgetary concerns.

9.1.1 The Parties acknowledge that future development of the Premises requires the review of the State and determination by the State as to whether State approval is required.

9.2 Given the mutual intent and appreciation for the potential of the Premises, the Parties agree to develop a master plan ("Master Plan") for the site that will include modified, additional and/or expanded parking facilities. This Master Plan will take into account the Business Plan, attached to and included in the Playhouse Lease Agreement in Exhibit B, and the students, faculty and community who will reap the benefits of maximizing the opportunities of the Premises.

9.2.1 The County shall provide MPA with the first option to present a development plan to the County for the future development of the Premises, subject to the review and approval of the County and the State.

9.2.2 The County and MPA shall work together to develop the Master Plan within eighteen (18) months of the Effective Date of this Agreement. The Master Plan may include, but shall not be limited to: (i) additional expanded parking facilities; (ii) a residential component; and (iii) a retail component.

9.2.3 MPA may provide financing options for the future development of the Premises but shall not be obligated to provide same.

9.3 Revenues generated from future development of the Premises are intended to support the Business Plan presented to the State and strengthen the programming potential for the theatre.

Article X. Miscellaneous Provisions

10.1 Entire Agreement. This Agreement and all Exhibits referenced herein are the entire agreement regarding this matter between the Parties. No prior agreements or oral understandings shall be valid.

10.2 Assignment. No transfer or assignment of the Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

10.3 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

10.4 Compliance with Laws, Ordinances, Codes and Rules/Regulations. Each party is responsible for compliance with all laws, including but not limited to all municipal, county and State ordinances, resolutions, regulations and laws which may be applicable to its respective activities and responsibilities under this Agreement.

10.5 Waiver. No waiver of any term or condition of this Agreement shall be deemed to be a subsequent waiver of any other term or condition. No delay or failure of a party to the Agreement to exercise a right under the Agreement shall constitute a waiver or abandonment of that right.

10.6 Amendment. Any changes to this Agreement must be made by mutual written agreement of both parties.

10.7 Recitals. The Recitals to this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

10.8 Recognition of Existing Agreements. The Parties recognize the County's contractual commitments under the Playhouse Lease Agreement. These contractual commitments and obligations were issued prior to the date of this Agreement and the documents governing same are hereby incorporated by reference.

10.9 Governing Law. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida, Miami-Dade County and the City of Miami, as are in effect or as may later be amended or modified. Should any provision in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, to conform with such laws, that same shall be deemed severable, and in either event the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.10 Venue. All disputes arising out of or in connection to this Agreement, or the Parties' relationship, shall be subject to exclusive jurisdiction and venue of the state or

federal courts located in Miami-Dade County, Florida, and the Parties consent to the exclusive jurisdiction and venue of these courts.

10.11 Public Records. The Parties recognize the public records laws applicable to this Agreement, which makes all materials communicated to or from public entities subject to disclosure under such laws unless otherwise exempted from disclosure or made confidential.

Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service or by certified mail, return receipt requested, postage prepaid and received by the addressee. Notices shall be sent to:

If to the COUNTY: County Mayor
111 NW 1st Street, Suite 2900
Miami, Florida 33128

With a copies to: County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

If to the MPA: Arthur Noriega V.
Chief Executive Officer
Miami Parking Authority
40 NW 3rd Street
Suite 1103
Miami, Florida 33128

With a copies to: City Attorney's Office
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
9th floor
Miami, Florida 33130

If to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida:

Director's Office
Division of State Lands
3800 Commonwealth Blvd
Mail Station 100
Tallahassee, Florida 32399-3000

This Agreement was developed jointly by the County and MPA and the parties acknowledge that they will work together to realize the goals and objectives articulated in this document.

This Agreement may be executed in any number of counterparts with the same effect as if all Parties has executed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

MPA

MIAMI-DADE COUNTY

By: _____
Arthur Noriega V
Chief Executive Officer

By: _____
County Mayor

ATTEST:

ATTEST:

By: _____
Print:

By: _____
Clerk of the Board

APPROVED AS LEGAL FORM
AND CORRECTNESS:

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Victoria Méndez
City Attorney

County Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Calvin Ellis
City of Miami Risk Management Director

Exhibit A
Playhouse Lease Agreement

See attached executed Coconut Grove Playhouse Lease Agreement.

Exhibit B
Premises




Legend:  Premises = Coconut Grove Playhouse Surface Parking Lot

Exhibit C
Memorandum of Understanding

See attached Memorandum of Understanding.

Exhibit D
Fee Structure

- I. **Management Fee.** Provided that gross parking revenues exceed one-hundred-five percent (105%) of the total approved Expenditures plus MPA's minimum monthly payment to the County, MPA shall receive an annual management fee in the amount of five percent (5%) of gross revenues.

- II. **Incentive Fee.** During the initial term of the Agreement, and in each subsequent renewal term, MPA shall be entitled to an annual incentive fee ("Incentive Fee"), as described herein.
 - a) Payment of the Incentive Fee shall begin in the year following the establishment of the initial baseline year. For the initial term of the Agreement the initial baseline year shall be the fiscal year, beginning October 1, 2014. In each subsequent renewal term of the Agreement, the baseline shall be reset; the baseline year shall be the first fiscal year of each renewal term, respectively.
 - b) The incentive fee shall be equal to ten percent (10%) of the annual Adjusted Gross Revenue Improvement. Adjusted Gross Revenue Improvement shall mean the increase in the Adjusted Gross Revenue during the then current year as compared to the Adjusted Gross Revenue of the prior year.
 - c) "Adjusted Gross Revenue" for the purpose of this section shall be defined as annual gross revenue, less any increase in annual Expenditures compared to the prior year.
 - d) The revenue of any additional parking structures as contemplated in Article IX, or system wide increases in fees shall not be considered increased revenue for the calculation of the Incentive Fee.
 - e) During each term of the Agreement, there shall be a "high water mark" such that MPA shall only be entitled to Incentive Compensation in years where the Adjusted Gross Revenue, exceeds the highest Adjusted Gross Revenue of any prior year in that term. The high water mark shall be reset after the initial term and in each subsequent renewal term.
 - f) The County shall pay MPA the Incentive Fee within ninety (90) days of year end and presentation of the audited financial statements.
 - g) This Incentive Fee shall continue to apply for any extension of this Agreement.

Exhibit E
Insurance Requirements

I. **Commercial General Liability (Primary & Non Contributory)**
The County must be shown as an additional insured on this policy

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Personal and Advertising Injury \$1,000,000

- B. Endorsements Required
 - Contingent & Contractual Liability
 - Premises & Operations Liability

II. **Business Automobile Liability**

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto/Owned Autos/Scheduled
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000

- B. Endorsements Required

III. **Worker's Compensation**

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

- A. Limits of Liability
 - \$100,000 for bodily injury caused by an accident, each accident.
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

OAL1
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4721

THIS LEASE AGREEMENT, made and entered into this 8th day of October 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FLORIDA INTERNATIONAL UNIVERSITY (FIU) and MIAMI-DADE COUNTY (COUNTY) (collectively hereinafter referred to as "LESSEE".)

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises". The leased premises are being leased to LESSEE in an "AS IS, WHERE IS" condition without warranties of title or representations.
3. TERM: The term of this lease shall be for an initial period of 50 years commencing on October 15, 2013, and ending on October 14,

2063, unless sooner terminated pursuant to the provisions of this lease. LESSEE may renew this lease for two additional 25-year terms, subject to LESSOR's approval, at one of its regularly scheduled meetings, of LESSEE's request to renew or extend this lease. LESSEE shall be required to give LESSOR at least one hundred twenty (120) days written notice of its election to renew or extend this lease prior to the expiration of the current lease term.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of programs and facilities that present arts, cultural, community, civic, governmental and educational activities for the benefit of the public, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE has prepared and submitted a business plan, which is attached hereto as Exhibit "B" ("Business Plan"). LESSOR's execution of this Lease shall constitute acknowledgment and approval of the Business Plan, and further that such Business Plan the satisfies the requirements for submission and approval of a Land Use Plan (PLAN) for the leased premises, in accordance with Section 253.034, Florida Statutes. The leased premises shall be developed consistent with the original management concept included in the PLAN approved by LESSOR on August 20, 2013, provided however, that all parties understand and agree that that details of the PLAN may evolve and change as a result of, and throughout, the design, construction and operational phases of the PLAN. LESSEE is to notify LESSOR in writing of any changes that alter the original management concept included in the PLAN and it is at the discretion of LESSOR if the changes are acceptable. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE's own risk. The PLAN shall provide the basic guidance for all management activities. LESSEE shall not use or alter the leased premises except as generally provided for in the approved PLAN without the prior written approval of LESSOR.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.
10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
11. OPERATING AND OTHER ANCILLARY AGREEMENTS: All parties stipulate and agree that LESSEE has the right to enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking and concessions. However, LESSOR reserves the right to review any proposed activity by a third party to determine if the activity would require a sublease pursuant to Chapter 18-2, Florida Administrative Code. If a sublease is required, it shall comply with the applicable requirements of Chapter 18-2, Florida Administrative Code.
12. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

13. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall be developed consistent with the objectives of the PLAN. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Equipment and improvements placed on the leased premises by LESSEE which are not intended to, or do not become, a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

14. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain a policy of fire and extended risk insurance coverage. As governmental entities LESSEE shall have the option to satisfy this obligation under LESSEE's property insurance program(s) with values scheduled for the full insurable replacement value of any improvements or fixtures located on the leased premises. LESSEE shall provide confirmation of such self-insurance in compliance with Section 768.28, Florida Statutes, in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. LESSEE shall submit annually thereafter, written evidence of maintaining such insurance policies, or self-insurance, to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800

Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage or failure to self-insure as described above, and the failure to maintain such policies or certificate in the amounts set forth, or to self-insure, shall constitute a breach of this lease.

15. LIABILITY: Each party is responsible for all liability attributable to that party and to the officers, employees and agents of that party, including but not limited to liability for personal injury and property damage arising out of the negligent acts or omissions of that party and the officers, employees and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

16. PAYMENT OF TAXES AND ASSESSMENTS/AUTHORITY TO CHALLENGE ENCUMBRANCES: LESSEE shall assume full responsibility for and shall pay all liabilities, if any, that accrue to the leased premises or to

the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully and properly assessed and levied against the leased premises during the lease term. LESSOR shall not consent to or otherwise allow or permit such taxes, assessments, liens, etc., to accrue or be assessed or levied upon the leased premises, and agree to reasonably cooperate with the LESSEE in any efforts to investigate, appeal, or otherwise challenge in any way such taxes, assessments, liens, etc. LESSOR stipulates, authorizes, delegates and acknowledges that LESSEE shall be empowered to take all steps necessary to challenge any taxes, assessments, liens, judgments, or any other encumbrances, etc., including those Encumbrances as hereinafter described and defined in paragraph 31, and may do so by any legal and appropriate means, including but not limited to, by the utilization of legal proceedings. LESSOR shall reasonably cooperate with LESSEE in any efforts to investigate, appeal, or otherwise challenge the forgoing.

17. NO WAIVER OF BREACH: The failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR or LESSEE of any of the provisions hereof shall in any event be deemed

to have been made unless the waiver is set forth in writing, signed by LESSOR or LESSEE, respectively.

18. TIME: Time is expressly declared to be of the essence of this lease.

19. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

20. UTILITY FEES: LESSEE shall be responsible for the payment of all LESSEE-caused charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

21. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

22. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or

require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

23. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

24. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

25. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

Page 9 of 24
Lease No. 4721

R 05/13

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, Florida 33128

With a copy to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2800
Miami, Florida 33128

and

Florida International University
Modesto Maidique Campus
Senior Vice President & Chief Financial Officer
Division of Finance and Administration
11200 S.W. 8th Street, PC 523 A
Miami, Florida 33199

With a copy to:

Florida International University
General Counsel's Office
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

26. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within one hundred twenty (120) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within one hundred twenty (120) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of

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Lease No. 4721

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recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises, or any part thereof.

(b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

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In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Where hazardous substances have been introduced during the lease term, LESSEE's remediation obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. ENVIRONMENTAL AUDIT: At LESSOR's discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

29. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, or desired, in LESSEE's discretion, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the

expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR's sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 20 and 36 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

30. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises, provided that LESSOR has provided to LESSEE written copies of such Best Management Practices prior to, or contemporaneously with, execution of this lease.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises shall be retained by LESSOR. LESSOR and LESSEE shall not do or permit, and since September 25, 2012, they have not done or permitted, anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in

the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein. In the event any encumbrances including, but not limited to, liens, judgments, enforcement orders and notices, and municipal special assessments ("Encumbrances") attach to the leased premises from September 25, 2012, through the term of this lease it will be LESSEE's responsibility to remove, release, satisfy, or otherwise resolve these Encumbrances from the leased premises at LESSEE's sole cost and expense. Provided that in the event that Encumbrances are discovered which were not reflected in the Old Republic National Title Insurance Company Commitment, Fund File Number 01-2012-016250A with an effective date of September 25, 2012 at 11:00 p.m., then LESSEE shall have twelve months to attempt to remove, release, satisfy, or otherwise resolve those. In the event that LESSEE determines that it is unable to reasonably do so, LESSEE may terminate this lease with no further liability or obligation under this paragraph by then utilizing the provisions of paragraph 29 of this lease.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall

maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. LESSEE shall dedicate \$20 million specifically for the capital expenses for the Coconut Grove Playhouse project and adhere to the timetable for the capital plan as set forth in the Business

Plan. Failure to do so shall constitute a default under this lease.

B. During the term of this lease and any renewal or extension, LESSEE shall be required to provide LESSOR with an annual written status report of the construction and the operation of the Coconut Grove Playhouse within 30 days of each annual anniversary date of this lease.

C. LESSEE acknowledges and understands that this lease is subject to existing Coconut Grove Parking and Security Use Agreement No. 0392 ("Use Agreement"), dated November 2, 2012, as amended by Amendment to Use Agreement Number 0392, dated June 14, 2013, by and between LESSOR and Paradise Parking Systems, LLC, and that LESSOR shall continue to receive the monthly fees under the Use Agreement until such time as the Use Agreement is terminated. Upon LESSEE's written request, LESSOR agrees to promptly terminate the Use Agreement in accordance with the termination provisions in the Use Agreement.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

[Signature]
Witness
Elizabeth B. Reardon
Print/Type Name

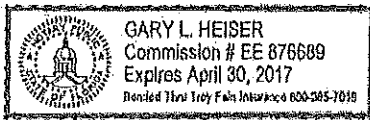
[Signature]
Witness
Scott E. Woolam
Print/Type Name

By: Cheryl C. McCall (SEAL)
CHERYL C. McCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th
day of October, 2013, by Cheryl C. McCall, Chief, Bureau of
Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of
the Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.



[Signature]
Notary Public, State of Florida.
Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEF Attorney

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES, by and on behalf of
Florida International University

[Signature]
Witness

Brenezza Garcia
Print/Type Name

[Signature]
Witness

Vanessa Rodriguez
Print/Type Name

By: [Signature]

Mark B. Rosenberg
Print/Type Name

Title: FIU President

(OFFICIAL SEAL)

"LESSEE"

Approved as to form
and legality

[Signature]

F.I.U. Attorney 10-a-2013

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

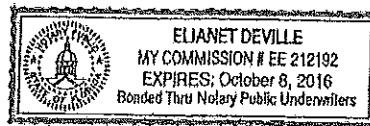
The foregoing instrument was acknowledged before me this 9
day of October 2013 by Mark B. Rosenberg, as
President, on behalf of Florida International
University Board of Trustees. He/She is personally known to me.

[Signature]
Notary Public, State of Florida

Eljanet Deville
Print/Type Notary Name

Commission Number:

Commission Expires:



MIAMI-DADE COUNTY, FLORIDA
By its Board of County
Commissioners

By: [Signature]

Carlos A. Gimenez
Print/Type Name

Title: Mayor

[Signature]
Witness

LISA M. Alvarez
Print/Type Name

[Signature]
Witness

Cabnela E. Lopez
Print/Type Name

Approved as to form
and Legal Sufficiency

[Signature]
Assistant County Attorney

10/12/13
Date

(OFFICIAL SEAL)

ATTEST:
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Miami-Dade
County



"LESSEE"

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th
day of October 2013, by Carlos A. Gimenez and
Gene Spence Jr., as Mayor and
Deputy Clerk respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. They are
personally known to me.

Jacqueline Angel-Novick
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

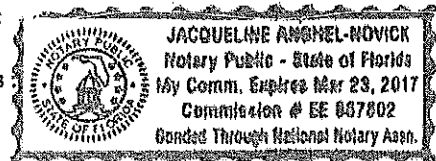


EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL I. Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

PARCEL II. Beginning at the intersection of the agreed Westerly line of the NW¼ of the SE¼ of Section 21, Township 54 South, Range 41 East, with the Northerly right-of way line of Charles Avenue (formerly Evangelist Street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence South 89 degrees 56 minutes 00 seconds East along said right of way line for 150.76 feet to its intersection with the Northwesterly right of way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right of way line for 83.04 feet to a point on the Southwesterly right of way line of a former 14.12 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHedouville Subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right of way line of 12.519 feet to the most Southerly corner of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Engle Subdivision being also the Northerly right of way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the afore-mentioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.21 feet to the intersection of said center line with the Northwesterly boundary line of Tract B of said Engle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.06 feet to a point on the South-westerly boundary of Lot 2 of said Engle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said South-westerly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence South 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW¼ of the SE¼ of Section 21, Township 54 South, range 41 East for 235.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

PARCEL III. The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block Twenty-Nine (29), Less the North One Hundred

Seventeen (117) feet of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

Also Described As:

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R 05/13

The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

PARCEL IV. That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; described as follows: Beginning at the most Southerly corner of the aforesaid Lot 75; thence run Northeasterly along the Southeasterly boundary line of said Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning. Less a portion of said Lot 75, released for Public Highway purposes AND all that part of the alley adjacent to Lots 75, 76 and 77 as shown on Plat of DeHedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida.

Being the same land as conveyed by Official Records Book 9843, Page 896, and Deed Book 1566, Page 190, as recorded in the Public Records of Dade County, Florida, and in Official Records Book 10909, at Page 2755 of the Public Records of Miami-Dade County, Florida.

RM
BY RB

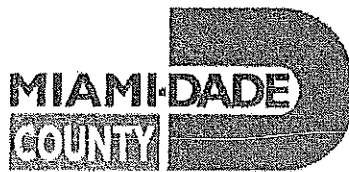
Date: 10.03.13

EXHIBIT "B"
BUSINESS PLAN

See attached Business Plan, Coconut Grove Playhouse.

Business Plan
Coconut Grove Playhouse Property
3500 Main Highway, Coconut Grove, FL 33133

Presented by
Florida International University
and
Miami-Dade County
in consultation with
GableStage



Coconut Grove Playhouse Business Plan
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Introduction and Contact Information	Pages 3 - 4
Governance and Organizational Structure	Pages 5-7
Capital Plan	Pages 8 -10
Operational Forecast / Property Management and Development	Pages 11 - 16

Attachments

- A – Florida International University College of Architecture + The Arts (CARTA) – Vision and Mission
- B - Building Program for 300-seat professional theater
- C – GableStage: background information
- D – Coconut Grove Playhouse Questions and Answers
- E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations
- F – Coconut Grove Playhouse Property Location Map and Information

Introduction

This Business Plan is an outline of the proposed use of the Coconut Grove Playhouse property in Miami, Florida by Florida International University (FIU) and Miami-Dade County for educational, cultural and civic engagement purposes. It was developed and approved by the boards of FIU and Miami-Dade County in close consultation with GableStage, one of Florida's most accomplished not-for-profit theater companies. The proposed partnership among FIU, Miami-Dade County and GableStage serves as a central premise for the Business Plan.

Key Benefits to the State and Florida International University

It is important to emphasize the key benefits that acquisition of the Coconut Grove Playhouse property and this Business Plan provide to the State of Florida, FIU faculty and students, and the general public of South Florida that FIU engages to advance its educational mission:

- FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc.). See Attachment A – Vision and Mission.
- FIU will have the ability to use the theater and ancillary spaces to advance its established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., lectures by FIU faculty and visiting scholars; presentations by FIU's Colleges, Centers, and Institutes; the FIU Office of Engagement; etc.).
- FIU's affiliation with a major regional theater company will accrue to the university's status as an important center for creativity and innovation, similar to the benefits enjoyed by other universities affiliated with regional theater companies such as Yale University through the Yale Repertory Theater and Brown University and the Trinity Repertory Company.
- Work on the ambitious capital and operational components of the Business Plan will be accomplished with no cost to FIU or the State of Florida.
- FIU will serve as the catalyst for a major, historic cultural site in the heart of one of Miami's oldest neighborhoods to be reactivated for educational and cultural purposes.

Coconut Grove Playhouse Business Plan
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Key Benefits to Miami-Dade County

The key benefits of the proposed partnership between FIU and Miami-Dade County that help advance primary goals of the County's cultural development of our community and create more opportunities for its residents and visitors include:

- The County will achieve its goal of re-establishing a major regional theater for South Florida, a key missing element in our cultural life and an essential part of the County's plan to establish Miami-Dade County as one of the world's newest and most vibrant cultural centers.
- The County will utilize the \$20 million of capital funds already approved by the Board of County Commissioners for the capital plan to redevelop the Coconut Grove Playhouse site to accomplish an outstanding theater complex and adequate parking to serve its audiences.
- The County will help forge a programming partnership between FIU and GableStage, the designated operator of the regional theater facility, to create outstanding educational and cultural opportunities.
- The County will implement its work plan developed in collaboration with GableStage, a non-profit organization, to build the capacity of this outstanding theater company (its staff and its volunteer board of directors) to reach its clear potential to be one of the nation's leading regional theater companies.
- The County will work with Coconut Grove stakeholders, with the inclusion of Public-Private Partnerships, to help achieve additional objectives for this project, including but not limited to helping to revitalize a neglected part of this neighborhood, serving as a catalyst for economic redevelopment, pursuing the potential of additional, compatible development on the property to support theater operations, and ensuring that this historic property is treated with respect and sensitivity to the "village" ambiance of Coconut Grove.

This Business Plan is developed to provide the State of Florida with the confidence and assurance that FIU, Miami-Dade County and GableStage have sound business plans, adequate resources and the requisite expertise to accomplish the goals that are set forth and to achieve the important public purposes summarized above for the State, FIU and Miami-Dade County.

Contacts:

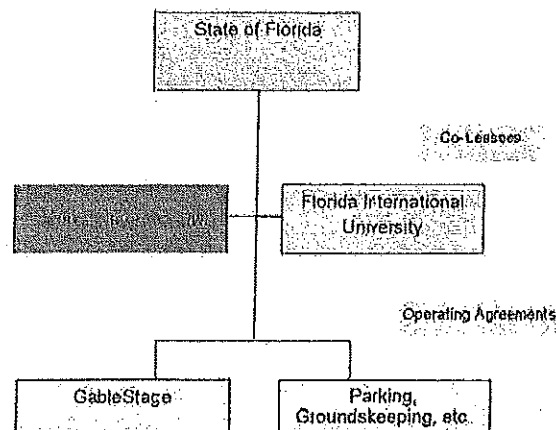
Kenneth A. Jessell, Ph.D.
Senior Vice President and Chief Financial Officer
Florida International University
11200 SW 8th St, PC 523, Miami, FL 33199
Phone: 305-348-2101
Fax: 305-348-3678
Email: kenneth.jessell@fiu.edu

Lisa M. Martinez
Senior Advisor, Office of the Mayor
Miami-Dade County
111 NW 1st St, 29th Floor, Miami, FL 33128
Phone: 305-375-2911
Fax: 305-375-2099
E-mail: lisamm@miamidadegov

Governance and Organizational Structure

In order to accomplish the goals of this Business Plan, the following organizational and governance structure will be utilized:

- The Coconut Grove Playhouse property will be conveyed from the State of Florida to FIU and Miami-Dade County through a long-term lease.
- FIU and Miami-Dade County will serve as co-lessees.
- A separate agreement between FIU and the County will delineate the responsibilities and rights of each of the parties.
- Miami-Dade County will negotiate and execute an operating agreement* with GableStage, a non-profit theater company, to operate, program and maintain the theater (see below for key business points).



- Miami-Dade County and FIU will determine the best approach to manage the remainder of the site (parking, groundskeeping, etc.).
- Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programming at the Playhouse.
- FIU and GableStage will establish programming partnerships directly between them.

* Miami-Dade County has a number of operating agreements with non-profit cultural organizations that manage, program and help maintain cultural facilities on its behalf (e.g., HistoryMiami, Performing Arts Center Trust, Miami Science Museum, Miami Art Museum). These partnerships add the expertise and activate the fundraising capabilities of the private sector to enhance the educational and cultural opportunities offered to the public. See Attachment E.

Coconut Grove Playhouse Business Plan
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Development and Management Agreement between FIU and Miami-Dade County – Key Business Points

- Miami-Dade County is responsible for funding and implementing a capital project to provide a theater, front- and back-of-house support spaces and parking, including but not limited to the competitive selection of architectural, engineering and consulting firms and the competitive selection of a contractor to build the project. FIU and Miami-Dade County, in consultation with GableStage, will agree upon a master plan for the site and a building program delineating theater spaces and sizes.
- Miami-Dade County will negotiate and execute an operating agreement with GableStage for programming and maintaining the theater and will determine the best approach to managing the rest of the site, subject to FIU's concurrence.
- Miami-Dade County will utilize revenues generated by activities on Coconut Grove Playhouse property, other than those presented by GableStage, to cover the expenses of parking and site management. Any revenues remaining after these expenses will be used by Miami-Dade County solely to help support the non-profit theater activities presented for the public's benefit by GableStage.
- Any additional future development of the site will be subject to the review and concurrence of the State, FIU and Miami-Dade County. The use of any additional revenue that may result from such development would be dedicated principally to the viability and success of GableStage and is subject to the review of the State, FIU and Miami-Dade County and the approval of the State.
- FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse.
- Miami-Dade County is responsible for the operational and maintenance costs of the site.
- Miami-Dade County and FIU will agree upon a process for communication regarding progress and activities that may include regular meetings and reports shared with designated representatives.

Coconut Grove Playhouse Business Plan
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Operating Agreement between Miami-Dade County and GableStage – Key Business Points

- GableStage will be responsible for operating, programming and maintaining the theater facility.
- The importance of a lease term of 50 years, with two renewable 25-year terms, is that the volunteer board of directors of GableStage can provide their current and future donors with a firm assurance that their contributions for programs are helping to establish theater-going traditions on a site that is secured for the next 100 years. This is essential for the increased fundraising that is essential to operate and program the theater.
- Funding from Miami-Dade County to GableStage will be available through the County's competitive grants programs (currently, GableStage receives County grants through the Department of Cultural Affairs). Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- GableStage and FIU will agree upon certain rights and benefits that also will be referenced and/or incorporated into the operating agreement between the County and GableStage.
- GableStage will participate in and provide input for the County's selection of capital project consultants and contractors and on the resulting work to develop a site master plan and on the theater design and construction.
- GableStage will work with the County on a management plan to help build its organizational capacity to ensure success in operating and programming the theater (e.g., fundraising, board development, operating budget forecasts, etc.).
- Miami-Dade County and GableStage will develop and agree upon terms to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Capital Plan

The Capital Plan for the Coconut Grove Playhouse property consists of establishing a theater of the appropriate size and capacity to be operated by GableStage and parking to serve the theater and, to the degree possible, surrounding educational and business interests – all within the established capital budget.

Objective of the Capital Plan: Re-establish Great Regional Theater and Provide Professional Theater Opportunities for FIU Students and Faculty

The central purpose of FIU, Miami-Dade County and GableStage in regard to the Coconut Grove Playhouse property is to re-establish great regional theater on the site that was the hub for the community's major theatrical activity for more than 50 years. Professional regional theaters contribute a number of essential activities for a community's cultural life:

- They present the highest quality theater productions, ranging from classics to contemporary work.
- They serve as an incubator for new theatrical works, commissioning the best and most promising playwrights to develop and premiere their work.
- They forge partnerships with universities to develop the next generation of theater professionals, offering advanced training at the highest level to student and equity actors, designers (lighting, stage and costume), technicians, administrators and directors. In addition, they provide university faculty with opportunities for their own professional development through involvement with theater productions.
- They are a hub for employment in the theater community, providing the critical mass of job opportunities to keep talented theater professionals and graduating theater students in Miami and to offer internships to students.
- They are the largest provider of field trip and in-school performances, introducing students to the repertoire and wonder of live theater.
- They help to cultivate and support the work of other Miami theater companies, offering technical assistance, cross marketing support and joint programming opportunities.
- They help define a city as a major cultural center, in the same ways that a regional ballet company, a flagship art museum and a 21st century science center do.

The Building Program for a Regional Theater Facility

Regional theater companies require very specific kinds of facilities in which to conduct these activities. In 2008, the board of directors of the Coconut Grove Playhouse in collaboration with the Miami-Dade County Department of Cultural Affairs commissioned one of the nation's

Coconut Grove Playhouse Business Plan
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foremost theater consulting firms, Fisher Dachs Associates (FDA), to do a preliminary building program for a regional theater. This theater program is Attachment B to the Business Plan.

Funding for the Capital Plan

Miami-Dade has approved \$20 million that is dedicated specifically for the capital expenses for the Coconut Grove Playhouse project, including "soft-costs" and construction expenses:

Miami-Dade County, Secured Capital Funds	
Amount	Source
\$ 5 million	Convention Development Tax bond proceeds
\$15 million	Building Better Communities-General Obligation Bond program

A preliminary "order of magnitude" cost estimate was done by FDA that demonstrated that the building program could be accomplished within the \$20 million of secured and available County funding. This calculation was based on the square footage contained in the building program and an estimated cost of \$450/s.f. for construction.

Miami-Dade County will confirm this capital cost estimate at the outset of the master plan and design work for the project and is committed to having a professional cost estimating firm as part of the consultant team that is selected to design this project. Cost estimates will be required at key benchmarks in the project's development to ensure that the project can be accomplished within the established capital budget.

Timetable for the Capital Plan

Miami-Dade County and FIU are committed to working quickly and responsibly to accomplishing the capital plan. The preliminary timetable for this work is contingent on variables ranging from the time necessary for the variety of necessary governmental approvals (ranging from County contracts for architectural and construction services to municipal reviews for historic preservation, permitting and inspections) to unforeseen existing site conditions and weather factors. Typically, capital projects consist of the following phases (with broadly approximate time periods for each phase):

- Competitive solicitation for and approval of architectural and engineering services (6 to 12 months);
- Planning and design phase (18 to 24 months);
- Competitive bidding for construction (6 to 12 months); and
- Permitting, construction and commissioning – this depends on the what the design phase generates for the project and the response from the selected contractor for how long

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construction will take; for example, work with an existing structure on the site, new construction and the integration of these elements all can impact the construction timeline (36 to 60 months).

The Miami-Dade County Department of Cultural Affairs will manage the capital project, competitively selecting and contracting for services for design and construction. The Department has a strong track record for managing successful theater design and construction projects. There are a number of standard and required safeguards that the County uses for managing capital projects to successful completion. The County requires general contractors to have a performance bond and provisions for delay damages also are contractual conditions, serving as an incentive/penalty for contractors to maintain the construction schedule. These are tested and effective mechanisms to help ensure the completion and timeliness of Miami-Dade County construction projects.

In addition, Miami-Dade County is committed to working closely with FIU, community stakeholders, and with GableStage to ensure that the theater building is capable of successfully accommodating all of the functions of a regional theater company and the needs of FIU,

Operational Forecast / Property Management and Development

FIU, Miami-Dade County and GableStage are committed to a sound and sustainable plan for developing and operating the Coconut Grove Playhouse site that does not cause any additional burden to the taxpayers of Florida. As such, the steadfast criterion for the operational forecast is that the Coconut Grove Playhouse property can be managed, programmed and maintained without additional expense to the State, FIU and Miami-Dade County.

Key Premises that Support the Operational Forecast

- GableStage will be responsible for all of the costs of the operations, programming and maintenance of the theater.
- GableStage is a financially successful and stable not-for-profit organization and its board of directors is fully committed to meet its fundraising responsibilities for their activities in the theater.
- Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.
- GableStage currently receives County funding support through Miami-Dade County Department of Cultural Affairs' competitive grants programs and it is anticipated that this support will continue, subject to annual budgets adopted by Miami-Dade County. Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these earned revenues, to the extent that they are maximized, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Coconut Grove Playhouse Business Plan
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FIU Programs at the Coconut Grove Playhouse

A number of educational, cultural and community programs that will benefit FIU will be presented by the university at the Coconut Grove Playhouse.

FIU, through its partnership with GableStage, will establish programs to enhance the work of FIU's College of Architecture + The Arts and specifically, its Theater Department. These programs include student internships, workshops with practicing theater professionals, and opportunities for theater and arts faculty to develop professional credentials through acting, directing, etc. In addition, FIU will have the ability to use the theater and ancillary spaces to advance its educational mission and established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., theatrical and musical performances, lectures by FIU faculty and visiting scholars and presentations by FIU's Colleges, Centers and Institutes, etc.). Through the collaborative partnership with Miami-Dade County and GableStage and the reactivation of the Playhouse, expanded academic and research opportunities will be available to FIU students and faculty that would not otherwise be possible.

To the extent necessary, FIU, Miami-Dade County and GableStage are committed to working together to help identify and secure any additional funding required, such as from grants and sponsorships, for FIU to expand their programs at the Coconut Grove Playhouse.

The Financial Viability of Regional Theater and This Business Model

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for the County; these relationships have had a track record of success for decades (see Attachment E). The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means – the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid

Coconut Grove Playhouse Business Plan
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track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf.

It is important to emphasize that this Business Plan represents a very different operating model from the previous Playhouse approach where the non-profit operated as an independent entity. GableStage will manage the theater under an operating agreement with Miami-Dade County and as such, will become part of the checks and balances already have established by Miami-Dade County to ensure responsible management. In addition, FIU will establish educational and programmatic partnerships with GableStage that will further strengthen this theater company. FIU has a distinguished history of collaborating with community non-profit organizations and using its expertise in business management, marketing, community engagement, leadership training and research to help build the financial and operational capacity of its partners.

Preliminary Operational Forecast for Regional Theater

As noted in the section above, Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.

In the interest of demonstrating the financial feasibility of GableStage's management of the theater component, a preliminary operational forecast for a regional theater has been included in this Business Plan.

Regional Theater Preliminary Operational Forecast

Expense Category	Full Year Amount
Administration	\$ 754,000.00
Theater staff (including benefits & taxes)	\$ 754,000.00
Administrative Expenses	\$ 84,500.00
Travel, Meetings, Mileage	\$ 25,000.00
Membership & Dues	\$ 6,500.00
Licenses/Fees/Permits	\$ 4,000.00
Office Equipment – Purchase	\$ 23,000.00
Misc. Program Supplies	\$ 10,000.00
Equipment Repair/Maintenance/Support	\$ 6,000.00
Professional Development/Recruitment	\$ 10,000.00
Programming	\$ 930,000.00
Artistic Personnel	\$ 750,000.00
Equipment Rental	\$ 25,000.00
Repair & Maintenance	\$ 30,000.00
Production Supplies	\$ 100,000.00

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Small Equipment	\$ 15,000.00
Usher Program Expense	\$ 10,000.00
Box Office	\$ 60,000.00
Computer Systems & Support (ticket printers, PC, safe)	\$ 30,000.00
Credit Card Fees	\$ 30,000.00
Institutional Marketing	\$ 174,000.00
Brochures, Publications, Website	\$ 50,000.00
Advertising	\$ 70,000.00
Photography & Recordings	\$ 14,000.00
Public Relations/Special Events	\$ 40,000.00
Sales Expenses	\$ 25,000.00
Concessions	\$ 25,000.00
Operating Expenses	\$ 330,000.00
Utilities	\$ 200,000.00
Insurance	\$ 80,000.00
Maintenance, security, elevator, ground keeping	\$ 50,000.00
Contingency	\$ 250,000.00
Total Expenses	\$ 2,607,500.00

Revenue Category	Full Year Amount
Admissions	\$ 650,000.00
Subscriptions	\$ 325,000.00
Contracted Services	\$ 150,000.00
Corporate Support	\$ 150,000.00
Foundation Support	\$ 300,000.00
Private/Individual Support	\$ 400,000.00
Miami-Dade County Grant	\$ 250,000.00
Other Government Grants	\$ 100,000.00
Special Events	\$ 150,000.00
Other Revenue	\$ 132,500.00
Total Revenue	\$ 2,607,500.00

It should be noted that this preliminary budget relies on a conservative estimate of revenue that would be generated by parking on the site which is included in the "Other Revenue" line item. The amount of revenue from parking and other income that may result from compatible development on the site will affect the extent of programming that GableStage will be able to present.

It is important to emphasize that this is a preliminary "order of magnitude" estimate for the operating budget for the regional theater. A full operating pro forma will be developed by

Coconut Grove Playhouse Business Plan
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GableStage with the assistance of a management consulting firm and in cooperation with the Miami-Dade Department of Cultural Affairs. This pro forma will continue to be updated throughout the planning, design and construction of the theater, initially as a 5-year operating forecast and subsequently as a detailed operating budget for the first year of operations of the theater.

Operation of Parking, Site Maintenance and Compatible Development

Miami-Dade County and FIU through the development and management agreement, would determine the best approach to manage the parking, perform maintenance of the site and pursue options for additional, compatible development on the property.

The options for parking operations and site maintenance include:

- Operating the parking and performing the maintenance itself (e.g., Miami-Dade County currently operates a number of parking sites and maintains County property);
- Including parking operations and site maintenance in the operating agreement as a responsibility of GableStage;
- Contracting with the Miami Parking Authority given their experience with the site and their other Coconut Grove parking operations; or
- Competitively selecting a parking operator and/or a maintenance provider.

This decision would depend on the approach that generates the most revenue both for the upkeep of the site (e.g., landscaping and groundskeeping, fence repairs, lighting, etc.) and for operational and programming funding support for GableStage, subject to availability of parking and other income that may result from compatible development on the site revenues.

It is known that prior to 2006, the Miami Offstreet Parking Authority managed the site's parking and was able to pay the Coconut Grove Playhouse \$15,000 per month after expenses. When the site master plan is completed and the amount of parking is determined, an updated forecast of parking expenses and revenues will be calculated. This will take into account the need to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programs. This development may address the need for additional parking and complementary site amenities (e.g., retail, restaurants, etc.). The following process would be used to ensure consensus and requisite approvals regarding the scope and character of these elements:

Coconut Grove Playhouse Business Plan
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- A masterplan for the Playhouse property would be developed that addressed both the theater and surface parking as well as the potential of future compatible development;
- A public process would be used to assess community needs and benefits;
- Proposed development is subject to required municipal reviews, including the City of Miami Historic and Environmental Preservation Board, to ensure that the scale, features and ambiance are consistent with the nature of this site and neighborhood;
- The business model associated with engaging such development would be driven by the need to generate sufficient revenue necessary for the viability and success of GableStage's and FIU's cultural and educational programs and sufficient to cover any site-related expenses for which Miami-Dade County, FIU and/or GableStage may be responsible; and
- In the case that there may be revenue in excess of that necessary to accomplish the development and address these public purposes, the State would receive an equitable share of the available proceeds.

It is important that the need for this additional, compatible development is understood. The steps outlined above would serve as the process for pursuing this option. All parties - the State, FIU and Miami-Dade County - would stay in close communication regarding the evolution of any specific project. In addition, key stakeholders, including GableStage and the City of Miami, would be integrally involved. It is understood that the more detailed development plans that may be developed through this process would be subject to the review and approval by the State pursuant to the terms of the lease.

Attachment A – Florida International University College of Architecture + The Arts (CARTA) –
Vision and Mission

**Florida International University College of Architecture + The Arts (CARTA)
Vision and Mission**

Vision

To inspire creative energy by engaging the South Florida community in the process of creating, producing, presenting, promoting, appreciating, and exploring the visual and performing arts

Mission

Public Engagement

Meetings, conferences, lectures, and symposia

Public Performances

Plays, concerts, and operas by FIU undergraduate and graduate students as well as visiting artists in theatre, music, and dance. Potential emphasis on children's theatre, Shakespeare, Spanish language theatre, Creole language theatre, new playwrights, etc.

Public Visual Art Exhibitions

Visual art exhibitions by FIU undergraduate and graduate students
Visual art exhibitions by Coconut Grove Arts Festival

Graduate Visual Art and Theatre Design Studios

FIU graduate art students' and FIU graduate theatre design students' work in studios

Post-Graduate Theatre Company

Post-graduate students from around world will form artists-in-residence theatre company

Post-Graduate Dance Company

Post-graduate students from around world will form artists-in-residence dance company

Master Classes

Master classes by visiting guest artists provide educational outreach to FIU students, Miami Dade County Public School students, students at private institutions, and the South Florida community

Service Courses

Non-credit courses in theatre appreciation, history of film, acting, playwriting, painting, drawing, photography, jewelry, digital art, vocal performance, music lessons, music appreciation, etc...

Attachment A – Florida International University College of Architecture + The Arts (CARTA) –
Vision and Mission

Classical Radio Station

House a classical radio station (Existing station can relocate or start a new station)

Live Work Space

Affordable on-site housing for visiting professors, professionals, designers, artists, performers, lecturers, students, and scholars.

Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
v1.0

DRAFT

Fisher Dachs Associates
Theatre Planning & Design

FIDA

April 10, 2008
template v2.0

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

V7.0
 4/10/2008

Summary of Net Square Footage Allocations

Program Element	Total nsf	% Nsf	WC's	Urinals	Sinks	Showers
Programmed Areas						
A Large Hall	11,390	50%	13	2	24	9
C Public Spaces	4,495	20%	13	1	19	0
D Administration & Building Services	2,075	9%	3	1	9	0
E Production Support	4,605	20%	0	0	3	0
Total Net Square Feet	22,565	100%	29	4	55	9
Estimated Non-Programmed Areas						
G Net Area	22,565	100%				
H Walls & Structure	2,812	12%				
I BOH Circulation	5,512	24%				
J Mechanical & Electrical	3,299	15%				
K Inaccessible Areas	1,923	7%				
Estimated Total GSF	35,710	158%				

Breakdown By Component

A Large Hall	Total nsf	% Nsf	WC's	Urinals	Sinks	Showers
100 Performance Spaces	7,955	62%				
200 Backstage and Support Spaces	4,335	38%				
Sub Total	11,390	100%	13	2	24	9
C Public Spaces						
700 Front-of-House and Public Spaces	4,495	100%				
Sub Total	4,495	100%	13	1	19	0
D Administration & Building Services						
800 Administration	1,700	82%				
900 Building Services	375	18%				
Sub Total	2,075	100%	3	1	9	0
E Production Support						
1000 Rehearsal Spaces	1,520	33%				
1100 Costume Shop	1,135	25%				
1115 Prop Shop	300	7%				
1300 Scenery Shop	1,650	36%				
Sub Total	4,605	100%	0	0	3	0

Attachment B - Building Program for 300-seat professional theater

v1.0
4/10/2008

FDA Fisher Dechs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

Large Hall

Summary of Net Square Footage Allocations

Category	Total Nsf	
100 Performance Spaces	7,055	62%
200 Backstage and Support Spaces	4,335	38%
Total Net Square Feet	11,390	100%

Detailed Space List

Performance Spaces	Width	Depth	Height	Nsf	Comments
101 Auditorium				2,880	
102 Stagehouse				2,800	
103 Stage Apron	80w	35d	60h	2,800 nsf	35' max prosc.
104 Orchestra Pit	35w	3d		105	
Overhung Area				420	
Lift	35w	5d		175 nsf	
	36w	7d		245 nsf	
105 Trap Room	20w	16d		320	Begins about 6' upstage due to pit depth
106 Orch Pit Wagon Storage				0	
107 Counterweight Pit				0	
108 Dimmer Room	0w	0d		100	
109 Amplifier Rack Room				80	
110 Lighting Control Booth				200	
111 Sound Mix Location at Rear of Main Level				0	
112 House Sound Control Wagon Storage Room at Rear of Main Level				0	
113 VIP's / Director's Booth / Audio Description Room				0	
114 Crving Room / Photographers Booth				0	
115 Projection Booth				0	none
116 Followspot Booth				150	up to two operators
Sub-Total				7,055	62%

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

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Backstage and Support Spaces
Performer Accommodations

201 Dressing Rooms				nsf	1,830	
.03 (2) Star Dressing Room (f&s)				580 nsf		
.05 (1) Four-person Principal Dressing Rm (f&s)	2 occ.	18d		250 nsf		
.07 (2) Eight-person Principal Dressing Rm (f&s)	4 occ.	23d		1,000 nsf		
.08 (0) 10-person Chorus Dressing Rm (f&s)	16 occ.	28d		0 nsf		
Total accommodations	0 occ.	18w	30d	0 nsf		
	22,000					
202 Off-stage Left and Right toilets (2 unisex @ 60)					120	in hallway adjacent to stagehouse
203 Performer's Lounge					300	
204 Vending Machine/Pay Phones/Coffee Alcove(s)						in gross
205 Call Board						in gross
206 Pit Musician's Assembly Area	23 musicians				0	
207 Pit Musicians' / General Use Restrooms	0 ftrs			0 nsf	0	
	0 wcs for women			0 nsf		
	0 ftrs. 0 urinals. 0 wcs for men					
208 Backstage elevator (5 x 8 cab, 2 stops)					140	
Performer Support / Work Areas						
209 Wardrobe Maintenance Room					0	
210 Wigs & Make-up Running Room					0	
211 Laundry					100	Space for 2 house washer and dryers, folding cast & crew meals, star hospitality
212 Backstage Catering Pantry					0	
213 Multi-Purpose / Rehearsal Room					0	
Staff Accommodations		0w	0d	0t	0	
214 House ID-SM Office					100	
215 House Asst Prod Mgr Office					100	
216 Visiting Company Mgmt Office					0	
217 Visiting Stage Mgmt & Design Office					0	
218 Crew Lounge, kette, m&f lockers, m&f toilets, showers					250	
219 Wardrobe Crew Lounge					0	

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

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Receiving & Storage					
220 Stage Door Lobby	100				also serves offices, other theater
221 Stage Door Security Desk / Secty Equipment	100				also serves offices, other theater
222 Stage loading dock for up to (2) - 53' trailers on 20' road tractors and one dumpster		20w	15d	20h	exterior
223 Stage receiving & assembly (20' high)	300				
224 Tool Room, Repair Shop	100				
225 Road Box Storage	0				
226 Paint / Pyro Lock-up	35				
227 Lighting Storage, repair, gel, templates	150				
228 AV Shop & Storage	100				
229 Piano Storage	110				two uprights, climate controlled
230 Run Crew Supplies (tape, gloves, flashlights, radios, etc.)	0				
231 General Storage (Risers, Softgoods in Hampers, Ladders, Air-Lifts, etc.)	250				
232 Dance Surface Storage	0				
233 Instrument Storage	0				
234 Stand and Chair Storage (for pit)	150				drum kit, etc.
235 Freight Elevator (0 stops; 8 x 12 cab)	0				
Sub Total	4,335				38%
Total Net Square Footage	11,390				100%

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
 Building Program

v1.0
 4/10/2008

Public Spaces

Summary of Net Square Footage Allocations

Category	Total Nsf	
700 Front-of-House and Public Spaces	4,495	100%
Total Net Square Feet	4,495	100%

Detailed Space List

Front-of-House and Public Spaces	Width	Depth	Height	Comments
701 Box Office Sales Area			200	
Sales Windows: 2 @ 50sf				
Coffee area, unisex restroom	100 nsf			
(1) Managers' Office	0 nsf			with vault
Staff Work Area for 2	100 nsf			
Computer Room / Copy Room	0 nsf			
Supplies, records storage	0 nsf			
702 Box Office Foyer Area			200	
703 Large Hall Public Circulation @ 7.0 nsf per seat			2,100	
Lobby Areas Total @ 3.0 nsf per seat	900 nsf			
Public Circulation @ 4.0 nsf per seat	1,200 nsf			
704 Large Hall Public Restrooms @ 1 fxt/25 seats		12 fxts	610	
2 individual unisex h'cap assist restroom(s)	120 nsf			
7 wc's for women	350 nsf			
3 fxts; 2 urinals, 1 wc's for men	140 nsf			
705 Patron Services Desk (binoculars, hearing systems, disabled assistance, info)			incl in lobby allow.	
706 F.O.H. Equipment Storage (rain runners, etc.)			50	
707 Program Storage			30	
708 House Manager and Usher Coordinator's Office			150	
709 Volunteer Ushers (10) locker and break room			0	small half-lockers
710 Public Elevators (2 - 5 x 7 cabs, 2 stops)			255	TED based on design

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4/10/2008

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
Miami, FL
Building Program

Donor Accommodations & Special Events				
711 Patron's Lounge / Event Room			500	discuss
Bar Area				
Lounge Area for 15 seated Patrons (for dinner)	30 standing		0 nsf	
Furniture storage			315 nsf	
Restrooms:	0 ktrs		125 nsf	
1 individual unisex h'cap assist restroom(s)			60 nsf	
Support - 2/3 Pantry , 1/3 Storage			0 nsf	this pantry serves all events in public spaces - confirm size with local caterer.
Concessions & Sales				
712 Service Bars (5 lin ft for each 200 patrons)	2 locations		10 linear ft	allocate proportionally
Fixed locations	2 locations			
713 Bar & Concession Storage & Prep Rm(s)				
			100	refine with food svc consultant, distribute as needed.
714 Concession Managers Office				
715 Bartenders (0) locker room			100	
716 Sales Kiosk Staging / Storage			0	
			100	

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL

Building Program

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Exterior Requirements & Sitework

717	Connections to Parking Garage	exterior
718	Drop-off & valet pkg plaza/Porte Cochere	exterior
719	Bus & School Bus Parking & Cuing	exterior
720	Signage & poster cases	exterior
721	Streetscape features	exterior
722	Truck & van Parking @ Stage Door, Loading Docks, Food Service Dock, Trash area	exterior
723	Video/Audio remote truck parking (3 semi's)	exterior
724	Dumpster pads/recycling bins	exterior
	Sub Total	exterior

Total Net Square Footage

4,495 100%

Attachment B - Building Program for 800-seat Professional Theater

FDA Fisher Design Associates Theater Planning & Design
 Coconut Grove Playhouse - 800-seat professional theatre
 Miami, FL
 Building Program

V.L.C.
 4/30/2005

Administration & Building Services

Summary of Net Square Footage Allocations

Category	Total Nsf	
800 Administration	1,700	82%
900 Building Services	375	18%
Total Net Square Feet	2,075	100%

Detailed Space List

Category	Comments	
Administration		
801 Admin Offices (staff of 8 FTE)		750
802 Sec / Reception	1 secy & waiting	200
803 Kitchenette		0
804 Small Conference Room		225
805 Large Conference Room		0
806 AV Archive Library		0
807 PR / Advertising Storage		80
808 Work Room		0
809 Copy & Supply		0
810 File Room / Storage		50
811 Dead Storage		150
812 Computer Room		0
813 Rest Rooms		80
814 Janitors' Closet		150
Sub Total	deleted	15
		1,700 82%

Building Services

901 Building Engineering Office		90
902 Maintenance and Operations Office		0
903 Janitorial supplies storage		100
904 Janitorial crew lockers		125
905 Janitors' Closets @ 15 nsf		60
Large Hall BOH	2	30 nsf
Studio Thr BOH	0	0 nsf
Public Areas	1	15 nsf
Admin	1	15 nsf
Sub Total		375 8%

Total Net Square Footage

2,075 100%

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

V1.0
4/10/2008

Production Support

Summary of Net Square Footage Allocations

Category	Total Nsf	
1000 Rehearsal Spaces	1,520	33%
1100 Costume Shop	1,135	25%
1115 Prop Shop	300	7%
1300 Scenery Shop	1,850	36%
Total Net Square Feet	4,805	100%

Detailed Space List

Rehearsal Spaces	Width	Depth	Height	Comments
1001 Rehearsal Hall A	40w	35d	20h	discuss sizes
1002 Stage Mgmt Office for A				0
1003 Rehearsal Storage for A				100
1004 Janitors' Closet				20
Sub Total				1,520 100%

Costume Shop

	Width	Depth	Height	
1101 Costume Directors Office				120 secure
1102 Costume Workroom Manager's Office				0 secure, w/ window into workroom
1103 Costume Design Office				0 secure
1104 Show Set-up Room				0 40 LF pipe rack, box storage
1105 Costume Workroom				600 Windows, power supply, ventilation
1106 Forms Storage				0
1107 Fabric Storage				0
1108 Dye Shop				100 Outside exhaust, power supply, water, spray booth, adjacent to workroom

1109 Crafts Room

				0 Outside exhaust, power supply, water, share dye spray booth
1110 Spray Booth				0 Outside exhaust, power supply, water, share dye spray booth

1111 Fitting Rooms

				0 10 x 11.5 foot "critee", mirrors, 10' tall for headgear
1112 Wig Shop				0
1113 Understudy & Active Storage				0
1114 Janitors' Closet				15
1115 Costume Storage				300
Sub Total				1,135 100%

F - Production Support - 1

Attachment B - Building Program for 300-seat professional theatre

V1.0
4/10/2008

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

Prop Shop	Width	Depth	Height
1116 Hand Prop Storage	200		secure
1117 Secure Prop Storage	100		secure
Sub Total	300		100%
Scenery Shop			
1301 TD's Office	150		secure
1302 Welding Area	0		
1303 Wood Construction Area	1,500	20h	
1304 Paint Area			
Sub Total	1,650		100%
Total Net Square Footage			
	4,605		100%



History and Mission

Our mission is to provide South Florida with classical, contemporary, and original theatrical productions of artistic excellence. We fully embrace the challenges of working in this multi-cultural community, and continually seek to create innovative productions that entertain as well as provoke.

For fifteen seasons, GableStage has been at the cutting edge of theatre in South Florida, striving to present the most vital works of contemporary playwrights worldwide.

In addition to our main-stage productions, we present a robust series of Educational Programs to thousands of Miami-Dade County Public Schools every year, with both in-house and school tour productions. We also mount several free productions at off-site venues every year to provide theatre to underserved communities throughout Miami-Dade County.

Founded in 1979 as Florida Shakespeare Theatre, GableStage originally performed the plays of Shakespeare in repertory, using the outdoor Casino Gardens at Vizcaya. From 1987 to 1992, Florida Shakespeare Theatre was housed in the Minorca Playhouse in Coral Gables, until it was destroyed by Hurricane Andrew. But the theatre continued to produce at the Carousel Theatre in Coral Gables in 1993 and 1994. In 1999, the theatre moved to its current home, the historic Biltmore Hotel, and became GableStage.

EDUCATIONAL PROGRAMMING

GableStage provides opportunities that address the critical needs of an arts integrated curriculum in the classroom. In a quantitative study, the College Entrance Examination Board found that from 2001 to 2005, students who were involved or exposed to theatrical and artistic experiences scored an average of 50% higher on the verbal and mathematics sections of the SAT (AATE, 2012). There is a great need for educational opportunities that foster an environment conducive to learning through the performing arts, and GableStage works strategically to implement such programs.

Our special morning performances are provided free of charge exclusively to underserved Miami-Dade County Public High School Students. We coordinate with the Miami-Dade County Public Schools Division of Life Skills to arrange student attendance at these performances.

The approximate demographic breakdown of the students we serve is as follows: 40% Hispanic, 30% African-American, 25% White, and 5% Asian/Indian/Other. We serve male and female students with or without disabilities, between the ages of 13 and 20.

Marketing Strategies

GableStage pursues a multi-pronged marketing strategy, combining blanket advertising and coverage in local media--television, print and radio--with a well-developed and constantly growing contact list consisting of thousands of email and physical addresses. We were also among the first theatres in South Florida to begin to use social media, and continue to seek the most innovative ways to interact with our audiences.

Newspaper advertisements are routinely placed in the major South Florida newspapers: THE MIAMI HERALD, THE SUN SENTINEL, THE PALM BEACH POST and THE MIAMI NEW TIMES. We have also utilized online advertisements in the internet editions of all of these outlets. As appropriate to the season/current production, advertisements are also placed in the SUNPOST, ENV MAGAZINE, CORAL GABLES GAZETTE, and EL NUEVO HERALD. Regular advertisements are also placed in South Florida magazines, such as AROUNDTOWN and the JEWISH JOURNAL. With regard to radio and television, the quality of the material presented at GableStage has been successful in attracting media coverage from Metro-Dade Television and WLRN Public Television. Most recently, we have participated in interviews on Channel 33 in South Florida and on HOT 105.1, one of South Florida's most popular minority radio stations. Public service announcements are provided by radio stations including a major sponsor, WLRN and by CLASSICAL SOUTH FLORIDA.

GableStage subscriber mailing lists are consistently increasing. These lists are used for email and hard copy bulk mailings. We send out direct mailings in South Florida of 17,000 postcards and 1,200 invitations per production. At the beginning of each season over 22,000 Season brochures are mailed to our local, regional and national subscribers. Our email contact list is over 10,000 strong, and we regularly add new contacts through our website, which also offers visitors the opportunity to become Season ticket holders.

AWARDS AND ACCOLADES

GableStage has mounted a six-play season every year since our move to our current location in 1999, and consistently received excellent reviews, as well as winning the Carbonell Award for Best Play and Best Director seven times, and Best Musical Carbonell Award twice. Overall, we have received 187 Carbonell nominations and won 50. Our touring productions of classic plays have served over 1 million Miami-Dade County Public School students since our founding as Florida Shakespeare Theatre in 1979.



GABLESTAGE AT THE BILTMORE



In our first fourteen seasons GABLESTAGE won
51 CARBONELL AWARDS including
7 BEST PLAY & 7 BEST DIRECTOR Awards
2 BEST MUSICAL Awards
2 BEST DIRECTOR of a MUSICAL Awards
and received
175 Carbonell Nominations



2010
BLASTED
by SARAH KANE

2009
SPEED-THE-PLOW
by DAVID HAMET

2008
THE ADDING MACHINE
Music by JOSHUA SCHMIDT
Libretto by JASON LOEWITH
& JOSHUA SCHMIDT

2007
**THE LIEUTENANT
OF INISHMORE**
by MARTIN McDONAGH

2006
THE PILLOWMAN
by MARTIN McDONAGH

2005
FROZEN
by BRYONY LAVERY

2004
THE GOAT
by EDWARD ALBEE

2003
A LESSON BEFORE DYING
by ROMULUS LINNEY

2002
James Joyce's THE DEAD
Book by RICHARD NELSON
Music by SHAUN DAVEY
Lyrics conceived and adapted
by Richard Nelson & Shaun Davey

FIU / Coconut Grove Playhouse Questions and Answers

Question 1: Will the proposed operating agreements with GableStage and other operators for parking, groundskeeping, etc., require any real interest in property? If so, Chapter 18-2, F.A.C., requires competitive bidding and payment of market rent.

- The Business Plan proposes that these agreements be in the form of operating agreements and this takes into account the fact that the partners already are identified and that these relationships involve highly specialized functions. Miami-Dade County has informed us that they have operating agreements with a number of non-profit cultural organizations to manage and program property that the County owns and/or has developed and that while these agreements must be approved by their County Commission, they do not go through a competitive process given the specialized nature of the arrangements. Naturally, we will review all of this with our respective attorneys to be sure that we are following the correct process and/or pursuing allowable exceptions. It is essential for the success of the Business Plan that the relationships described in the Governance and Organizational Structure section can be achieved.

Question 2: Page 12 references an estimated \$132,500 in 'other revenue' of which parking fees are included. This is about 5% of the overall revenue; however, the Plan further states that the amount of parking revenue available will affect the extent of programming that GableStage will be able to present. Will the extent of programming depend on parking fees?

- The explanation in the Business Plan for this statement is on page 10 and is the bullet point that states:

"Any parking revenue available after the County's site expenses are covered is committed to helping support GableStage. Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these parking revenues, to the extent that they are available, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service."

This amount of money would constitute a single, major contribution to any non-profit cultural organization and as such help significantly with meeting their revenue goals. The County also points out that as projected, the amount of these parking revenues is lower than most of the subsidies it provides to its non-profit cultural partners; the parking revenues are projected conservatively and would help even more if the amount of the actual revenues is greater.

Question 3. Is a copy of the agreement with GableStage available for review?

- There is no contract yet. The agreements between GableStage and the County and FIU will be drafted once there is a reasonable assurance that the Business Plan will move ahead and there will be a building that the County will have GableStage manage and program. GableStage has reviewed the draft Business Plan and is in agreement with

the business points that it contains and that will serve as a basis for the agreements (please see pages 5-7 of the Business Plan). FIU will be involved in reviewing the agreement between the County and GableStage in order to ensure that those elements affecting programmatic partnerships between FIU and GableStage are accurately incorporated. Please note that ultimately, the County Commission must approve their operating agreement.

Question 4. GableStage currently has a 6-play season at their current location. How many productions per year are anticipated?

- GableStage will continue to produce a 6-play annual season. Activities presented by FIU and joint FIU-GableStage presented events will be coordinated with the schedule for GableStage's season. It is important to note that this season (with its rehearsals, previews and outreach elements) will be complemented by other important activities presented by GableStage including play readings, educational performances for students, productions by other small theater companies designed to mentor their work, etc. GableStage produces this array of activities year-round and will continue to do so at the Playhouse.

Question 5. Will any FIU production have to involve GableStage or can they be separate productions?

- The relationship between FIU and GableStage will include both separately-produced FIU activities and collaborations between FIU and GableStage. It is anticipated that given the exciting benefits of the synergy between FIU and GableStage, there will be more of the latter.

Question 6. Will FIU students play an educational role in any production at the Playhouse?

- FIU envisions a strong educational role for students and faculty, including but not limited to performance, directing, set-design, lighting, costuming, stage management, arts management, and/or marketing/public relations. It is anticipated that students could understudy and/or intern with GableStage gaining the experience of working in a professional regional theater company.

The Business Plan explicitly emphasizes this meaningful role on page 3 - "FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc. - and

on page 6 -"FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse."

Question 7. Will there be any classroom work on-site?

- FIU will develop credit and non-credit programs for the site focusing on theatre, dance, musical theatre and music. As mentioned in the Business Plan, there are models nationally that successfully link coursework of universities with the activities of a professional regional theater.

Question 8. Non-credit courses are visualized, but will credit courses also be offered?

- FIU can offer a wide range of credit courses from non-major introductory courses in theatre appreciation, modern dance, introduction to acting, etc. to coursework within the majors, including undergraduate theatre, undergraduate and graduate music and masterclasses with the theater professionals working at GableStage.

Question 9. "Live Work Space" is visualized, but no such area is shown on the Fisher Dachs Associates building program (Attachment B to the Business Plan).

- The Fisher Dachs Associates building program is a preliminary one done to demonstrate the basic elements of a professional regional theater. The actual design work for the project would begin anew with a programming phase that would include the essential elements for a regional theater (front-of-house, audience chamber, stage, back-of-house) and other ancillary components such as parking, etc. It is anticipated that the possibility of artists' live work space would be explored and there have been preliminary suggestions that space for this function as well as for offices and classrooms might be redeveloped in the existing Playhouse structure that fronts Charles and Main streets (these spaces had been used for these purposes in the past). These design opportunities will be explored thoroughly once an architectural team is chosen competitively and they will be prioritized and measured against the available budget. This is envisioned as a collaborative process among FIU, Miami-Dade Count and GableStage.

Question 10. While the plan anticipates many activities that could occur at the Playhouse, definite activities at present are the plays by GableStage and symposiums by a keynote speaker for the student body. Can you provide more specifics regarding educational

opportunities planned for the Playhouse because education is a key component of the lease?

- The answers to some of the questions above should provide you with a better feel for just how intensive and educationally integrated the activities at the Playhouse will be. In addition to the ongoing coursework, internships and other uses by FIU students and faculty described in these earlier answers, FIU's Department of Theatre independently will produce one major production (2-week run) each year and the School of Music will present one performance at the Playhouse per semester. The concept is that student classes and internships will be the ongoing educational function on the Playhouse campus and these performances will be the higher visibility events spotlighting FIU's programs for the public.

Question 11. Is the role of the Playhouse to be a source of revenue for the university, or will the Playhouse focus as an educational facility where students participate in activities to earn college credits, with theatrical productions by GableStage as a secondary activity?

- It is important to emphasize that a professional regional theater company (i.e., GableStage) intensively utilizes a theater for productions, rehearsals, educational programming, etc., thereby providing FIU with unique educational opportunities. The partnership between FIU and GableStage is the integrated model described in the earlier answers where students and faculty take advantage of these unique opportunities for learning and professional experience that are offered by affiliation with a regional theater. While the emphasis is on these extraordinary educational benefits, FIU also will pursue the real-world revenue generating opportunities that are inherent in a high profile partnership like this one (and this, in and of itself, can be of educational benefit, teaching students the business aspects of theater and music).

Additional key points provided by FIU

- FIU's proposal is designed to create a \$20 million state-of-the-art theater facility on property to be owned by FIU, through a State lease and at no cost to FIU. FIU and its partners, Miami-Dade County and GableStage, have well-documented and long histories in the following areas:
 - FIU has a strong commitment to the arts through its academic programs and through its activities occurring at the Frost Art Museum, the Wertheim Center for the Performing Arts and at off-campus venues throughout the County.
 - The County has extensive experience in the design, construction and management of large-scale performing arts facilities and in working with non-profit arts organizations to assure programmatic and financial success.
 - GableStage has a twenty year history as the preeminent theater in Miami-Dade County, has successfully maintained relationships with local schools and colleges and already provides educational programming for more than 10,000 students annually, and each year, presents a program of the highest quality theater performances for the community.

• GableStage's theater season is original and unique each year. GableStage already utilizes local students and professionals in its productions together with playwrights, directors and actors with international recognition. With the proposed relationship, FIU, Miami-Dade County and GableStage will work together to create the maximum benefits for the university and for the community at large.

• All three partners are convinced that the creative and collaborative process we have embarked upon is such that the opportunities for educational activities and collaborations are unlimited. To the extent that more structured specifics are not in place is to be expected at this very early stage in the process. However, FIU is equally convinced that as it develops more definition, the collaborative opportunities will grow and evolve in number and in depth. At its core, the Business Plan represents far more than a commitment to a certain number of student opportunities or a certain number of days of a particular activity annually. FIU, GableStage and the County are making a commitment to a collaborative process designed to create opportunities for the FIU theater, music and arts programs in every aspect of the use and operation of a magnificent theater that is being constructed with County funds and operated by GableStage and its commitment to meeting operational costs.

Attachment E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for County; these relationships have had a track record of success for decades. The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means – the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf. It should be noted that new buildings currently are under construction for the Miami Art Museum and Miami Science Museum in downtown Miami's Museum Park. The operating agreements with the museums for their new sites provide for a fifty year term, with two renewable twenty-five year periods.

Below is a list of examples of these current Miami-Dade County partnerships with major cultural institutions.

HistoryMiami

Duration of Operating Agreement (to date): 41 years

FY 2012-2013 Operating Budget: \$3.06 million

FY 2012-2013 County Grant Support: \$1.46 million

Description of Non-profit Organization: HistoryMiami, formerly known as the Historical Association of Southern Florida, is the premier cultural institution committed to gathering, organizing, preserving and celebrating Miami's history as the unique crossroads of the Americas. The museum accomplishes this through exhibitions, city tours, education, research, collections and publications. HistoryMiami is located in the downtown Miami Cultural Center and is preparing for a major expansion into the adjoining building that formerly housed the Miami Art Museum.

Attachment E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami Art Museum

Duration of Operating Agreement (to date): 26 years

FY 2012-2013 Operating Budget: \$11.72 million

FY 2012-2013 County Grant Support: \$1.53 million

Description of Non-profit Organization: The Miami Art Museum is dedicated to collecting and exhibiting international art of the 20th and 21st centuries with a special emphasis on art of the Americas. The museum's collection has grown steadily and now comprises more than 1,300 works across a range of media. A new Herzog & de Meuron-designed building for the museum is under construction in downtown Miami's Museum Park. The Pérez Art Museum Miami (PAMM) will open to the public in December 2013. The new Pérez Art Museum Miami will strengthen the museum's role as a vital cultural and educational center and provide generous spaces to showcase the museum's art holdings and attract more top caliber exhibitions.

Miami Science Museum

Duration of Operating Agreement (to date): 53 years

FY 2012-2013 Operating Budget: \$6.66 million

FY 2012-2013 County Grant Support: \$1.00 million

Description of Non-profit Organization: The Miami Science Museum inspires people of all ages and cultures to enjoy science and technology. During the last decade, the museum has grown to 4,000 member families, over 250,000 annual visitors, one of the largest summer science camps in the nation (ages 3 to 14) and countless additional exhibits, collections and activities. A state-of-the-art new Patricia and Phillip Frost Museum of Science is now under construction in downtown Miami's Museum Park and scheduled to open in early 2015. Structured around a lushly landscaped indoor and outdoor "living core" of terrestrial and aquatic exhibits, featuring one-of-a-kind aquarium components, a state-of-the-art digital dome, hands-on exhibits and interactive digital technology, MiaSci will offer one of the world's most exciting museum experiences. Every aspect of the three-story, 250,000-square-foot MiaSci building is designed to inspire the mind, engage the senses and stimulate the imagination. It will also be a unique educational resource for people of all ages, cultures, and economic backgrounds.

Attachment E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Performing Arts Center Trust (Adrienne Arsht Center for the Performing Arts)

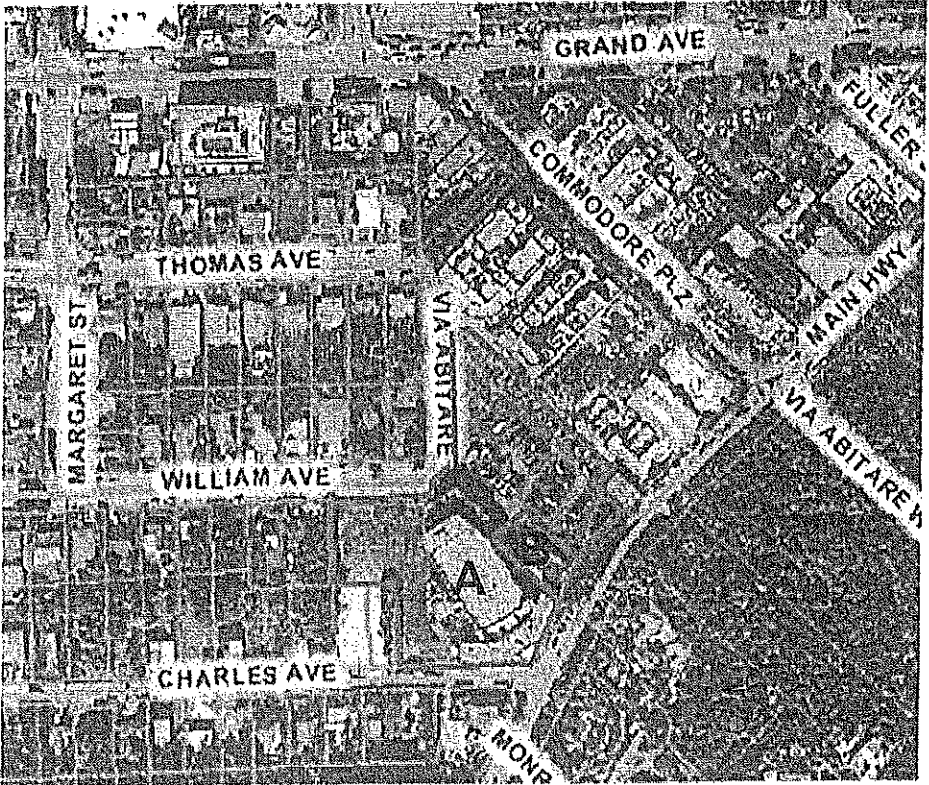
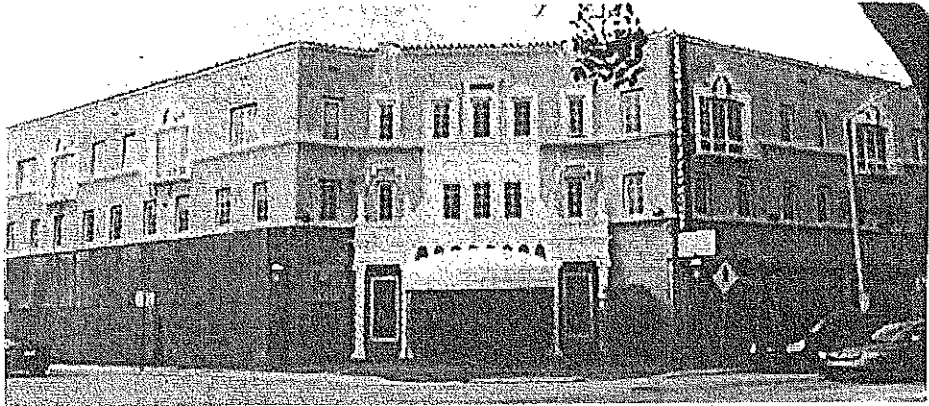
Duration of Operating Agreement (to date): 17 years

FY 2012-2013 Operating Budget: \$34.66 million

FY 2012-2013 County Grant Support: \$8.96 million

Description of Non-profit Organization: Situated at the cultural crossroads of the Americas and in the heart of one of the world's fastest-growing urban centers, the Adrienne Arsht Center for the Performing Arts of Miami-Dade County is one of the largest performing arts centers in the nation. Strategically located in downtown Miami, the Arsht Center occupies 570,000 square feet along historic Biscayne Boulevard between N.E. 13th and 14th Streets. The Arsht Center was designed by world-renowned architect Cesar Pelli of Pelli Clarke Pelli and includes the 2,400-seat Ziff Ballet Opera House, the 2,200-seat John S. and James L. Knight Concert Hall and the Carnival Studio Theater, a flexible black-box space designed for up to 300 seats. As a focal point of Greater Miami-Dade's diverse cultural life, the Arsht Center enlightens, educates and entertains audiences with a year-round schedule of performing arts events.

Exhibit F– Coconut Grove Playhouse Property Location Map and Information



	Folio	Building Square Footage	Lot Size
Property A	01-4121-045-0140	50,470 sq. ft.	100,188 sq. ft. (2.3 acres)
Property B	01-4121-056-0030	5,023 sq. ft.	6,840 sq. ft.
Total		55,493 sq. ft.	107,028 sq. ft. (2.45 acres)

The entire site has been designated historic by the City of Miami Historic and Environmental Preservation Board.

MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI
REGARDING THE COCONUT GROVE PLAYHOUSE

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2013 (“Effective Date”), by and between the Miami-Dade County (“County”), a political subdivision of the State of Florida and the City of Miami (“City”), a municipal corporation of the State of Florida (collectively, the “Parties”).

RECITALS

WHEREAS, in 1980 the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) acquired property located at 3500 Main Highway, Miami, Florida 33133 (“Playhouse”). Sometime in 2004, the State contracted with the Coconut Grove Playhouse, Inc. to operate the on-site theatre, and in 2004 transferred title to the Playhouse to Coconut Grove Playhouse, LLC.

WHEREAS, in October 2012, the State exercised a reverter provision contained in the deed to the Coconut Grove Playhouse, LLC, and took back ownership of the Playhouse. On or about March 1, 2013, the State then instituted its surplus property process, and pursuant to same, offered the Playhouse property for lease to State colleges, universities, agencies, subject to approval by the Board of Trustees – i.e. the Governor and Cabinet.

WHEREAS, as a result of the surplus property process, the County and Florida International University (“FIU”) submitted a proposal to the State for development of the Playhouse property and subsequently entered into a lease agreement (“Playhouse Lease Agreement”) with the State on or about October 8, 2013, a copy of which is attached hereto and made a part hereof in Exhibit “A.”

WHEREAS, under the terms of the Playhouse Lease Agreement, the County and FIU may “enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of the County and FIU’s operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking;” and

WHEREAS, on October 9, 2013, FIU and the County entered into an Agreement Regarding the Coconut Grove Playhouse that gave the County the sole responsibility for timely performing the terms and conditions of the Coconut Grove Playhouse Lease which shall include, but may not be limited to, undertaking any and all financial, legal or other obligations necessary to carry out the terms and conditions of the Coconut Grove Playhouse Lease; and

WHEREAS, the City is a municipal corporation and pursuant to state law and the municipal charter has governmental, corporate and proprietary powers that allows it to

conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, in accordance with its powers, the City issued numerous Final Administrative Enforcement Orders, and other encumbrances, on the Playhouse including but not limited to:

- (a) Final Administrative Enforcement Order – *Case No. 0525914*, dated October 3, 2005; recorded in the Official Records Book 24336, Page 3521 of the Public Records of Miami-Dade County.
- (b) Final Administrative Enforcement Notice – *Case No. CE2010010661*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3939 of the Public Records of Miami-Dade County.
- (c) Final Administrative Enforcement Notice – *Case No. CE2010010560*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3948 of the Public Records of Miami-Dade County.
- (d) Final Administrative Enforcement Notice – *Case No. CE2008013495*, dated March 2, 2009; recorded in the Official Records Book 27329, Page 3691 of the Public Records of Miami-Dade County.
- (e) Final Administrative Enforcement Notice – *Case No. FF2010012659*, dated October 1, 2010; recorded in the Official Records Book 27546, Page 1526 of the Public Records of Miami-Dade County.
- (f) Order of the Office Hearing Boards – *Case No. CE2010010561*, Ticket No. 280308, dated February 18, 2011; recorded in the Official Records Book 27617, Page 0752 of the Public Records of Miami-Dade County.

WHEREAS, the State requires that specified encumbrances affecting the Playhouse's title must be resolved within three (3) months of the execution of agreement; and

WHEREAS, Section 23 of the City of Miami Charter created and established an agency and instrumentality of the City, named the "Department of Off-Street Parking of the City of Miami" ("MPA") which operates, manages and controls the off-street parking facilities of the City and all properties pertaining thereto; and

WHEREAS, the City is willing to release the above-referenced encumbrances on the Playhouse in exchange for MPA's management of and future development opportunities on the surface lot parking area of the Playhouse ("Parking Facilities"), as more specifically described in a "Management and Operating Agreement" attached hereto as Exhibit "B," all subject to the terms of the Playhouse Lease Agreement; and

WHEREAS, MPA represents that it has the authority, knowledge and experience to manage and operate the Parking Facilities at the Playhouse for the County and that it had previously managed and operated the Parking Facilities when the Playhouse was previously owned by the State; and

WHEREAS, this MOU furthers the purpose of making the most efficient use of the City's and the County's powers by cooperating on a basis of mutual advantage that will maximize benefits to the welfare and economic well-being of the County and the City; and

WHEREAS, in the event the County is unable to obtain approval of a Management and Operating Agreement for MPA to operate the Parking Facilities, the City will enforce its lien encumbrances on the Playhouse and shall provide the County with the option of entering into a separate agreement with the City establishing terms to satisfy the debt due and owing on the City's Final Administrative Enforcement Orders.

NOW THEREFORE,

1. The Parties are entering into this MOU in order to acknowledge the terms and conditions that are provided for in the Management and Operating Agreement which establish the Parties' responsibilities and obligations with respect to the funding, development, operation and management of the Parking Facilities, providing the public with convenient and affordable parking and maximizing the revenues for the City's and the County's ultimate benefit.

2. Further, the Parties agree that provided that Management and Operating Agreement is approved by the State no later than February 28, 2014, and executed by the County and the MPA no later than March 31, 2014, the City shall, and hereby does, release the above-referenced encumbrances on the Playhouse, and mitigates all liens, fines, etc., on the Playhouse to the amount of zero dollars, provided that such release and mitigation shall not affect the City's liens that attach to other real and personal property that the violator, Coconut Grove Playhouse, LLC, owns. Further, the City shall reasonably cooperate with the County to ensure that the release/mitigation of such encumbrances is properly reflected in the public records and in title searches including by issuing and/or executing reasonably required documents to so effectuate that purpose.

3. The following Exhibits, which form a part of this MOU and are to be incorporated herein, are attached:

- Exhibit A Playhouse Lease Agreement
- Exhibit B Management and Operating Agreement

Nothing in this MOU, express or implied, is intended to (a) confer upon any entity or person, other than the expressed parties herein, any rights or remedies under or by reason of this MOU as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this MOU to maintain an action pursuant to or based upon this MOU.

4. Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service or by certified mail, return receipt requested, postage prepaid and received by the addressee. Notices shall be sent to:

If to the COUNTY: County Mayor
Miami-Dade County
111 NW 1st Street, Suite 2900
Miami, Florida 33128

With copies to: County Attorney's Office
Miami-Dade County
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Director's Office
Department of Cultural Affairs
Miami-Dade County
111 NW 1st Street, Suite 625
Miami, Florida 33128

If to the CITY: City Manager
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
10th floor
Miami, Florida 33130

With copies to: City Attorney's Office
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
9th floor
Miami, Florida 33130

If to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida:

Director's Office
Division of State Lands
3800 Commonwealth Blvd
Mail Station 100
Tallahassee, Florida 32399-3000

5. This Memorandum of Understanding was developed jointly by the City of Miami and Miami-Dade County and the Parties acknowledge that they will work together to realize the goals and objectives articulated in this document.

6. This Memorandum of Understanding may be executed in any number of counterparts with the same effect as if all Parties have executed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their respective and duly authorized officers the day and year first above written.

CITY OF MIAMI, Florida

MIAMI-DADE COUNTY

By: _____
City Manager

By: _____
County Mayor

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk of the Board

APPROVED AS TO FORM
& CORRECTNESS:

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Victoria Méndez
City Attorney

Assistant County Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Calvin Ellis
Risk Management Director

MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI
REGARDING THE COCONUT GROVE PLAYHOUSE

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2013 ("Effective Date"), by and between the Miami-Dade County ("County"), a political subdivision of the State of Florida and the City of Miami ("City"), a municipal corporation of the State of Florida (collectively, the "Parties").

RECITALS

WHEREAS, in 1980 the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") acquired property located at 3500 Main Highway, Miami, Florida 33133 ("Playhouse"). Sometime in 2004, the State contracted with the Coconut Grove Playhouse, Inc. to operate the on-site theatre, and in 2004 transferred title to the Playhouse to Coconut Grove Playhouse, LLC.

WHEREAS, in October 2012, the State exercised a reverter provision contained in the deed to the Coconut Grove Playhouse, LLC, and took back ownership of the Playhouse. On or about March 1, 2013, the State then instituted its surplus property process, and pursuant to same, offered the Playhouse property for lease to State colleges, universities, agencies, subject to approval by the Board of Trustees – i.e. the Governor and Cabinet.

WHEREAS, as a result of the surplus property process, the County and Florida International University ("FIU") submitted a proposal to the State for development of the Playhouse property and subsequently entered into a lease agreement ("Playhouse Lease Agreement") with the State on or about October 8, 2013, a copy of which is attached hereto and made a part hereof in Exhibit "A."

WHEREAS, under the terms of the Playhouse Lease Agreement, the County and FIU may "enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of the County and FIU's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking;" and

WHEREAS, on October 9, 2013, FIU and the County entered into an Agreement Regarding the Coconut Grove Playhouse that gave the County the sole responsibility for timely performing the terms and conditions of the Coconut Grove Playhouse Lease which shall include, but may not be limited to, undertaking any and all financial, legal or other obligations necessary to carry out the terms and conditions of the Coconut Grove Playhouse Lease; and

WHEREAS, the City is a municipal corporation and pursuant to state law and the municipal charter has governmental, corporate and proprietary powers that allows it to

conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, in accordance with its powers, the City issued numerous Final Administrative Enforcement Orders, and other encumbrances, on the Playhouse including but not limited to:

- (a) Final Administrative Enforcement Order – *Case No. 0525914*, dated October 3, 2005; recorded in the Official Records Book 24336, Page 3521 of the Public Records of Miami-Dade County.
- (b) Final Administrative Enforcement Notice – *Case No. CE2010010661*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3939 of the Public Records of Miami-Dade County.
- (c) Final Administrative Enforcement Notice – *Case No. CE2010010560*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3948 of the Public Records of Miami-Dade County.
- (d) Final Administrative Enforcement Notice – *Case No. CE2008013495*, dated March 2, 2009; recorded in the Official Records Book 27329, Page 3691 of the Public Records of Miami-Dade County.
- (e) Final Administrative Enforcement Notice – *Case No. FF2010012659*, dated October 1, 2010; recorded in the Official Records Book 27546, Page 1526 of the Public Records of Miami-Dade County.
- (f) Order of the Office Hearing Boards – *Case No. CE2010010561*, Ticket No. 280308, dated February 18, 2011; recorded in the Official Records Book 27617, Page 0752 of the Public Records of Miami-Dade County.

WHEREAS, the State requires that specified encumbrances affecting the Playhouse's title must be resolved within three (3) months of the execution of agreement; and

WHEREAS, Section 23 of the City of Miami Charter created and established an agency and instrumentality of the City, named the "Department of Off-Street Parking of the City of Miami" ("MPA") which operates, manages and controls the off-street parking facilities of the City and all properties pertaining thereto; and

WHEREAS, the City is willing to release the above-referenced encumbrances on the Playhouse in exchange for MPA's management of and future development opportunities on the surface lot parking area of the Playhouse ("Parking Facilities"), as more specifically described in a "Management and Operating Agreement" attached hereto as Exhibit "B," all subject to the terms of the Playhouse Lease Agreement; and

WHEREAS, MPA represents that it has the authority, knowledge and experience to manage and operate the Parking Facilities at the Playhouse for the County and that it had previously managed and operated the Parking Facilities when the Playhouse was previously owned by the State; and

WHEREAS, this MOU furthers the purpose of making the most efficient use of the City's and the County's powers by cooperating on a basis of mutual advantage that will maximize benefits to the welfare and economic well-being of the County and the City; and

WHEREAS, in the event the County is unable to obtain approval of a Management and Operating Agreement for MPA to operate the Parking Facilities, the City will enforce its lien encumbrances on the Playhouse and shall provide the County with the option of entering into a separate agreement with the City establishing terms to satisfy the debt due and owing on the City's Final Administrative Enforcement Orders.

NOW THEREFORE,

1. The Parties are entering into this MOU in order to acknowledge the terms and conditions that are provided for in the Management and Operating Agreement which establish the Parties' responsibilities and obligations with respect to the funding, development, operation and management of the Parking Facilities, providing the public with convenient and affordable parking and maximizing the revenues for the City's and the County's ultimate benefit.

2. Further, the Parties agree that provided that Management and Operating Agreement is approved by the State no later than February 28, 2014, and executed by the County and the MPA no later than March 31, 2014, the City shall, and hereby does, release the above-referenced encumbrances on the Playhouse, and mitigates all liens, fines, etc., on the Playhouse to the amount of zero dollars, provided that such release and mitigation shall not affect the City's liens that attach to other real and personal property that the violator, Coconut Grove Playhouse, LLC, owns. Further, the City shall reasonably cooperate with the County to ensure that the release/mitigation of such encumbrances is properly reflected in the public records and in title searches including by issuing and/or executing reasonably required documents to so effectuate that purpose.

3. The following Exhibits, which form a part of this MOU and are to be incorporated herein, are attached:

- Exhibit A Playhouse Lease Agreement
- Exhibit B Management and Operating Agreement

Nothing in this MOU, express or implied, is intended to (a) confer upon any entity or person, other than the expressed parties herein, any rights or remedies under or by reason of this MOU as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this MOU to maintain an action pursuant to or based upon this MOU.

4. Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service or by certified mail, return receipt requested, postage prepaid and received by the addressee. Notices shall be sent to:

If to the COUNTY: County Mayor
Miami-Dade County
111 NW 1st Street, Suite 2900
Miami, Florida 33128

With copies to: County Attorney's Office
Miami-Dade County
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Director's Office
Department of Cultural Affairs
Miami-Dade County
111 NW 1st Street, Suite 625
Miami, Florida 33128

If to the CITY: City Manager
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
10th floor
Miami, Florida 33130

With copies to: City Attorney's Office
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
9th floor
Miami, Florida 33130

If to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida:

Director's Office
Division of State Lands
3800 Commonwealth Blvd
Mail Station 100
Tallahassee, Florida 32399-3000

5. This Memorandum of Understanding was developed jointly by the City of Miami and Miami-Dade County and the Parties acknowledge that they will work together to realize the goals and objectives articulated in this document.

6. This Memorandum of Understanding may be executed in any number of counterparts with the same effect as if all Parties have executed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their respective and duly authorized officers the day and year first above written.

CITY OF MIAMI, Florida

MIAMI-DADE COUNTY

By: _____ By: _____
City Manager County Mayor

ATTEST: ATTEST:

By: _____ By: _____
City Clerk Clerk of the Board

APPROVED AS TO FORM
& CORRECTNESS:

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Victoria Méndez
City Attorney

Assistant County Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Calvin Ellis
Risk Management Director

OALI
 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4721

THIS LEASE AGREEMENT, made and entered into this 8th day of October 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FLORIDA INTERNATIONAL UNIVERSITY (FIU) and MIAMI-DADE COUNTY (COUNTY) (collectively hereinafter referred to as "LESSEE".)

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises". The leased premises are being leased to LESSEE in an "AS IS, WHERE IS" condition without warranties of title or representations.
3. TERM: The term of this lease shall be for an initial period of 50 years commencing on October 15, 2013, and ending on October 14,

2063, unless sooner terminated pursuant to the provisions of this lease. LESSEE may renew this lease for two additional 25-year terms, subject to LESSOR's approval, at one of its regularly scheduled meetings, of LESSEE's request to renew or extend this lease. LESSEE shall be required to give LESSOR at least one hundred twenty (120) days written notice of its election to renew or extend this lease prior to the expiration of the current lease term.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of programs and facilities that present arts, cultural, community, civic, governmental and educational activities for the benefit of the public, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE has prepared and submitted a business plan, which is attached hereto as Exhibit "B" ("Business Plan"). LESSOR's execution of this Lease shall constitute acknowledgment and approval of the Business Plan, and further that such Business Plan the satisfies the requirements for submission and approval of a Land Use Plan (PLAN) for the leased premises, in accordance with Section 253.034, Florida Statutes. The leased premises shall be developed consistent with the original management concept included in the PLAN approved by LESSOR on August 20, 2013, provided however, that all parties understand and agree that that details of the PLAN may evolve and change as a result of, and throughout, the design, construction and operational phases of the PLAN. LESSEE is to notify LESSOR in writing of any changes that alter the original management concept included in the PLAN and it is at the discretion of LESSOR if the changes are acceptable. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE's own risk. The PLAN shall provide the basic guidance for all management activities. LESSEE shall not use or alter the leased premises except as generally provided for in the approved PLAN without the prior written approval of LESSOR.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. OPERATING AND OTHER ANCILLARY AGREEMENTS: All parties stipulate and agree that LESSEE has the right to enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking and concessions. However, LESSOR reserves the right to review any proposed activity by a third party to determine if the activity would require a sublease pursuant to Chapter 18-2, Florida Administrative Code. If a sublease is required, it shall comply with the applicable requirements of Chapter 18-2, Florida Administrative Code.

12. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

13. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall be developed consistent with the objectives of the PLAN. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Equipment and improvements placed on the leased premises by LESSEE which are not intended to, or do not become, a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

14. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain a policy of fire and extended risk insurance coverage. As governmental entities LESSEE shall have the option to satisfy this obligation under LESSEE's property insurance program(s) with values scheduled for the full insurable replacement value of any improvements or fixtures located on the leased premises. LESSEE shall provide confirmation of such self-insurance in compliance with Section 768.28, Florida Statutes, in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. LESSEE shall submit annually thereafter, written evidence of maintaining such insurance policies, or self-insurance, to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800

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Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage or failure to self-insure as described above, and the failure to maintain such policies or certificate in the amounts set forth, or to self-insure, shall constitute a breach of this lease.

15. LIABILITY: Each party is responsible for all liability attributable to that party and to the officers, employees and agents of that party, including but not limited to liability for personal injury and property damage arising out of the negligent acts or omissions of that party and the officers, employees and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

16. PAYMENT OF TAXES AND ASSESSMENTS/AUTHORITY TO CHALLENGE

ENCUMBRANCES: LESSEE shall assume full responsibility for and shall pay all liabilities, if any, that accrue to the leased premises or to

the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully and properly assessed and levied against the leased premises during the lease term. LESSOR shall not consent to or otherwise allow or permit such taxes, assessments, liens, etc., to accrue or be assessed or levied upon the leased premises, and agree to reasonably cooperate with the LESSEE in any efforts to investigate, appeal, or otherwise challenge in any way such taxes, assessments, liens, etc. LESSOR stipulates, authorizes, delegates and acknowledges that LESSEE shall be empowered to take all steps necessary to challenge any taxes, assessments, liens, judgments, or any other encumbrances, etc., including those Encumbrances as hereinafter described and defined in paragraph 31, and may do so by any legal and appropriate means, including but not limited to, by the utilization of legal proceedings. LESSOR shall reasonably cooperate with LESSEE in any efforts to investigate, appeal, or otherwise challenge the forgoing.

17. NO WAIVER OF BREACH: The failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR or LESSEE of any of the provisions hereof shall in any event be deemed

to have been made unless the waiver is set forth in writing, signed by LESSOR or LESSEE, respectively.

18. TIME: Time is expressly declared to be of the essence of this lease.

19. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

20. UTILITY FEES: LESSEE shall be responsible for the payment of all LESSEE-caused charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

21. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

22. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or

require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

23. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

24. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

25. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

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LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, Florida 33128

With a copy to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2800
Miami, Florida 33128

and

Florida International University
Modesto Maidique Campus
Senior Vice President & Chief Financial Officer
Division of Finance and Administration
11200 S.W. 8th Street, PC 523 A
Miami, Florida 33199

With a copy to:

Florida International University
General Counsel's Office
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

26. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within one hundred twenty (120) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within one hundred twenty (120) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of

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recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises, or any part thereof.

(b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

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In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Where hazardous substances have been introduced during the lease term, LESSEE's remediation obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. ENVIRONMENTAL AUDIT: At LESSOR's discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

29. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, or desired, in LESSEE's discretion, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the

expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR's sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 20 and 36 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

30. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises, provided that LESSOR has provided to LESSEE written copies of such Best Management Practices prior to, or contemporaneously with, execution of this lease.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises shall be retained by LESSOR. LESSOR and LESSEE shall not do or permit, and since September 25, 2012, they have not done or permitted, anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in

the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein. In the event any encumbrances including, but not limited to, liens, judgments, enforcement orders and notices, and municipal special assessments ("Encumbrances") attach to the leased premises from September 25, 2012, through the term of this lease it will be LESSEE's responsibility to remove, release, satisfy, or otherwise resolve these Encumbrances from the leased premises at LESSEE's sole cost and expense. Provided that in the event that Encumbrances are discovered which were not reflected in the Old Republic National Title Insurance Company Commitment, Fund File Number 01-2012-016250A with an effective date of September 25, 2012 at 11:00 p.m., then LESSEE shall have twelve months to attempt to remove, release, satisfy, or otherwise resolve those. In the event that LESSEE determines that it is unable to reasonably do so, LESSEE may terminate this lease with no further liability or obligation under this paragraph by then utilizing the provisions of paragraph 29 of this lease.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall

maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. LESSEE shall dedicate \$20 million specifically for the capital expenses for the Coconut Grove Playhouse project and adhere to the timetable for the capital plan as set forth in the Business

Plan. Failure to do so shall constitute a default under this lease.

B. During the term of this lease and any renewal or extension, LESSEE shall be required to provide LESSOR with an annual written status report of the construction and the operation of the Coconut Grove Playhouse within 30 days of each annual anniversary date of this lease.

C. LESSEE acknowledges and understands that this lease is subject to existing Coconut Grove Parking and Security Use Agreement No, 0392 ("Use Agreement"), dated November 2, 2012, as amended by Amendment to Use Agreement Number 0392, dated June 14, 2013, by and between LESSOR and Paradise Parking Systems, LLC, and that LESSOR shall continue to receive the monthly fees under the Use Agreement until such time as the Use Agreement is terminated. Upon LESSEE's written request, LESSOR agrees to promptly terminate the Use Agreement in accordance with the termination provisions in the Use Agreement.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

[Signature]
Witness
Elizabeth B Reardon
Print/Type Name

[Signature]
Witness
Scott E. Woolam
Print/Type Name

By: Cheryl C McCall (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of October, 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



[Signature]
Notary Public, State of Florida
Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEF Attorney

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES, by and on behalf of
Florida International University

[Signature]
Witness
Brenessa Garcia
Print/Type Name

[Signature]
Witness
Vanessa Rodriguez
Print/Type Name

By: [Signature]
Mark B. Rosenberg
Print/Type Name
Title: FIU President

(OFFICIAL SEAL)

Approved as to form
and legality

"LESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

[Signature]
F.I.U. Attorney 10-9-2013

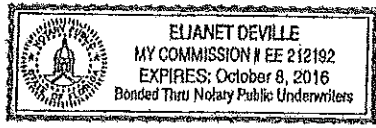
The foregoing instrument was acknowledged before me this 9
day of October 2013 by Mark B. Rosenberg, as
President, on behalf of Florida International
University Board of Trustees. He/She is personally known to me.

[Signature]
Notary Public, State of Florida

Eljanet Deville
Print/Type Notary Name

Commission Number:

Commission Expires:



MIAMI-DADE COUNTY, FLORIDA
By its Board of County
Commissioners

[Signature]
Witness
LISA Martinez
Print/Type Name
[Signature]
Witness
Gabriela E. Lopez
Print/Type Name

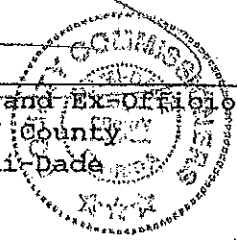
By: [Signature]
Carlos A. Gomez
Print/Type Name
Title: Mayor

(OFFICIAL SEAL)

Approved as to form
and Legal Sufficiency

[Signature]
Assistant County Attorney
10/12/13
Date

ATTEST:
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Miami-Dade
County



"LESSEE"

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th
day of October 2013, by Carlos A. Gomez and
Gene Spencer Jr. as Mayor and
Deputy Clerk respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. They are
personally known to me.

Jacqueline Angel-Novick
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

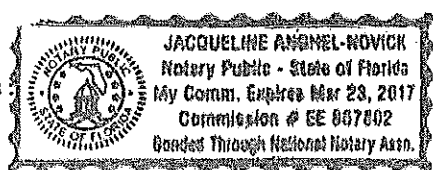


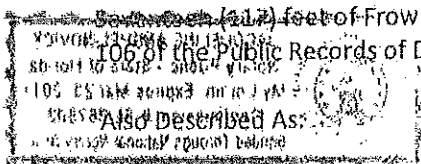
EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL I. Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

PARCEL II. Beginning at the intersection of the agreed Westerly line of the NW¼ of the SE¼ of Section 21, Township 54 South, Range 41 East, with the Northerly right-of-way line of Charles Avenue (formerly Evangelist Street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence South 89 degrees 56 minutes 00 seconds East along said right of way line for 150.76 feet to its intersection with the Northwesterly right of way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right of way line for 83.04 feet to a point on the Southwesterly right of way line of a former 14.12 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHedouville Subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right of way line of 12.519 feet to the most Southerly corner of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Engle Subdivision being also the Northerly right of way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the afore-mentioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.21 feet to the intersection of said center line with the Northwesterly boundary line of Tract B of said Engle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.06 feet to a point on the South-westerly boundary of Lot 2 of said Engle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said South-westerly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence South 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW¼ of the SE¼ of Section 21, Township 54 South, range 41 East for 235.78 feet to the Point of Beginning; lying and being in Dade County, Florida.

PARCEL III. The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block Twenty-Nine (29), Less the North One Hundred



The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

PARCEL IV. That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; described as follows: Beginning at the most Southerly corner of the aforesaid Lot 75; thence run Northeasterly along the Southeasterly boundary line of said Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning. Less a portion of said Lot 75, released for Public Highway purposes AND all that part of the alley adjacent to Lots 75, 76 and 77 as shown on Plat of DeHedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida.

Being the same land as conveyed by Official Records Book 9843, Page 896, and Deed Book 1566, Page 190, as recorded in the Public Records of Dade County, Florida, and in Official Records Book 10909, at Page 2755 of the Public Records of Miami-Dade County, Florida.

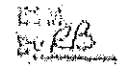

Date: 10.03.13

EXHIBIT "B"
BUSINESS PLAN

See attached Business Plan, Coconut Grove Playhouse.

Page 24 of 24
Lease No. 4721

R 05/13

Business Plan
Coconut Grove Playhouse Property
3500 Main Highway, Coconut Grove, FL 33133

Presented by
Florida International University
and
Miami-Dade County
in consultation with
GableStage

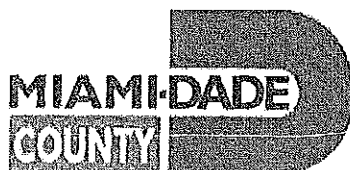


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Introduction

This Business Plan is an outline of the proposed use of the Coconut Grove Playhouse property in Miami, Florida by Florida International University (FIU) and Miami-Dade County for educational, cultural and civic engagement purposes. It was developed and approved by the boards of FIU and Miami-Dade County in close consultation with GableStage, one of Florida's most accomplished not-for-profit theater companies. The proposed partnership among FIU, Miami-Dade County and GableStage serves as a central premise for the Business Plan.

Key Benefits to the State and Florida International University

It is important to emphasize the key benefits that acquisition of the Coconut Grove Playhouse property and this Business Plan provide to the State of Florida, FIU faculty and students, and the general public of South Florida that FIU engages to advance its educational mission:

- FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc.). See Attachment A – Vision and Mission.
- FIU will have the ability to use the theater and ancillary spaces to advance its established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., lectures by FIU faculty and visiting scholars; presentations by FIU's Colleges, Centers, and Institutes; the FIU Office of Engagement; etc.).
- FIU's affiliation with a major regional theater company will accrue to the university's status as an important center for creativity and innovation, similar to the benefits enjoyed by other universities affiliated with regional theater companies such as Yale University through the Yale Repertory Theater and Brown University and the Trinity Repertory Company.
- Work on the ambitious capital and operational components of the Business Plan will be accomplished with no cost to FIU or the State of Florida.
- FIU will serve as the catalyst for a major, historic cultural site in the heart of one of Miami's oldest neighborhoods to be reactivated for educational and cultural purposes.

Coconut Grove Playhouse Business Plan
Page 4 of 16

Key Benefits to Miami-Dade County

The key benefits of the proposed partnership between FIU and Miami-Dade County that help advance primary goals of the County's cultural development of our community and create more opportunities for its residents and visitors include:

- The County will achieve its goal of re-establishing a major regional theater for South Florida, a key missing element in our cultural life and an essential part of the County's plan to establish Miami-Dade County as one of the world's newest and most vibrant cultural centers.
- The County will utilize the \$20 million of capital funds already approved by the Board of County Commissioners for the capital plan to redevelop the Coconut Grove Playhouse site to accomplish an outstanding theater complex and adequate parking to serve its audiences.
- The County will help forge a programming partnership between FIU and GableStage, the designated operator of the regional theater facility, to create outstanding educational and cultural opportunities.
- The County will implement its work plan developed in collaboration with GableStage, a non-profit organization, to build the capacity of this outstanding theater company (its staff and its volunteer board of directors) to reach its clear potential to be one of the nation's leading regional theater companies.
- The County will work with Coconut Grove stakeholders, with the inclusion of Public-Private Partnerships, to help achieve additional objectives for this project, including but not limited to helping to revitalize a neglected part of this neighborhood, serving as a catalyst for economic redevelopment, pursuing the potential of additional, compatible development on the property to support theater operations, and ensuring that this historic property is treated with respect and sensitivity to the "village" ambiance of Coconut Grove.

This Business Plan is developed to provide the State of Florida with the confidence and assurance that FIU, Miami-Dade County and GableStage have sound business plans, adequate resources and the requisite expertise to accomplish the goals that are set forth and to achieve the important public purposes summarized above for the State, FIU and Miami-Dade County.

Contacts:

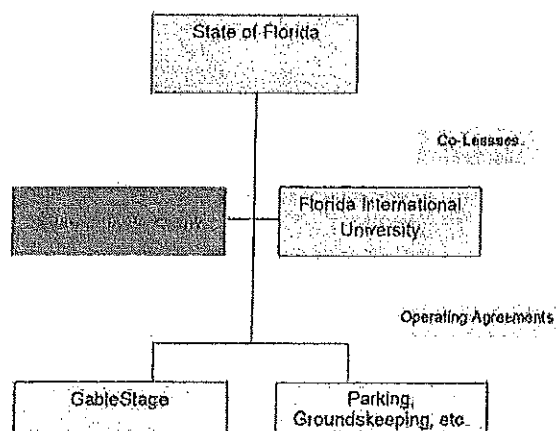
Kenneth A. Jessell, Ph.D.
Senior Vice President and Chief Financial Officer
Florida International University
11200 SW 8th St, PC 523, Miami, FL 33199
Phone: 305-348-2101
Fax: 305-348-3678
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Lisa M. Martinez
Senior Advisor, Office of the Mayor
Miami-Dade County
111 NW 1st St, 29th Floor, Miami, FL 33128
Phone: 305-375-2911
Fax: 305-375-2099
E-mail: lisamm@miamidade.gov

Governance and Organizational Structure

In order to accomplish the goals of this Business Plan, the following organizational and governance structure will be utilized:

- The Coconut Grove Playhouse property will be conveyed from the State of Florida to FIU and Miami-Dade County through a long-term lease.
- FIU and Miami-Dade County will serve as co-lessees.
- A separate agreement between FIU and the County will delineate the responsibilities and rights of each of the parties.
- Miami-Dade County will negotiate and execute an operating agreement* with GableStage, a non-profit theater company, to operate, program and maintain the theater (see below for key business points).



- Miami-Dade County and FIU will determine the best approach to manage the remainder of the site (parking, groundskeeping, etc.).
- Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programming at the Playhouse.
- FIU and GableStage will establish programming partnerships directly between them.

* Miami-Dade County has a number of operating agreements with non-profit cultural organizations that manage, program and help maintain cultural facilities on its behalf (e.g., HistoryMiami, Performing Arts Center Trust, Miami Science Museum, Miami Art Museum). These partnerships add the expertise and activate the fundraising capabilities of the private sector to enhance the educational and cultural opportunities offered to the public. See Attachment E.

Coconut Grove Playhouse Business Plan
Page 6 of 16

Development and Management Agreement between FIU and Miami-Dade County – Key Business Points

- Miami-Dade County is responsible for funding and implementing a capital project to provide a theater, front- and back-of-house support spaces and parking, including but not limited to the competitive selection of architectural, engineering and consulting firms and the competitive selection of a contractor to build the project. FIU and Miami-Dade County, in consultation with GableStage, will agree upon a master plan for the site and a building program delineating theater spaces and sizes.
- Miami-Dade County will negotiate and execute an operating agreement with GableStage for programming and maintaining the theater and will determine the best approach to managing the rest of the site, subject to FIU's concurrence.
- Miami-Dade County will utilize revenues generated by activities on Coconut Grove Playhouse property, other than those presented by GableStage, to cover the expenses of parking and site management. Any revenues remaining after these expenses will be used by Miami-Dade County solely to help support the non-profit theater activities presented for the public's benefit by GableStage.
- Any additional future development of the site will be subject to the review and concurrence of the State, FIU and Miami-Dade County. The use of any additional revenue that may result from such development would be dedicated principally to the viability and success of GableStage and is subject to the review of the State, FIU and Miami-Dade County and the approval of the State.
- FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse.
- Miami-Dade County is responsible for the operational and maintenance costs of the site.
- Miami-Dade County and FIU will agree upon a process for communication regarding progress and activities that may include regular meetings and reports shared with designated representatives.

Coconut Grove Playhouse Business Plan
Page 7 of 16

Operating Agreement between Miami-Dade County and GableStage – Key Business Points

- GableStage will be responsible for operating, programming and maintaining the theater facility.
- The importance of a lease term of 50 years, with two renewable 25-year terms, is that the volunteer board of directors of GableStage can provide their current and future donors with a firm assurance that their contributions for programs are helping to establish theater-going traditions on a site that is secured for the next 100 years. This is essential for the increased fundraising that is essential to operate and program the theater.
- Funding from Miami-Dade County to GableStage will be available through the County's competitive grants programs (currently, GableStage receives County grants through the Department of Cultural Affairs). Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- GableStage and FIU will agree upon certain rights and benefits that also will be referenced and/or incorporated into the operating agreement between the County and GableStage.
- GableStage will participate in and provide input for the County's selection of capital project consultants and contractors and on the resulting work to develop a site master plan and on the theater design and construction.
- GableStage will work with the County on a management plan to help build its organizational capacity to ensure success in operating and programming the theater (e.g., fundraising, board development, operating budget forecasts, etc.).
- Miami-Dade County and GableStage will develop and agree upon terms to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Capital Plan

The Capital Plan for the Coconut Grove Playhouse property consists of establishing a theater of the appropriate size and capacity to be operated by GableStage and parking to serve the theater and, to the degree possible, surrounding educational and business interests – all within the established capital budget.

Objective of the Capital Plan: Re-establish Great Regional Theater and Provide Professional Theater Opportunities for FIU Students and Faculty

The central purpose of FIU, Miami-Dade County and GableStage in regard to the Coconut Grove Playhouse property is to re-establish great regional theater on the site that was the hub for the community's major theatrical activity for more than 50 years. Professional regional theaters contribute a number of essential activities for a community's cultural life:

- They present the highest quality theater productions, ranging from classics to contemporary work.
- They serve as an incubator for new theatrical works, commissioning the best and most promising playwrights to develop and premiere their work.
- They forge partnerships with universities to develop the next generation of theater professionals, offering advanced training at the highest level to student and equity actors, designers (lighting, stage and costume), technicians, administrators and directors. In addition, they provide university faculty with opportunities for their own professional development through involvement with theater productions.
- They are a hub for employment in the theater community, providing the critical mass of job opportunities to keep talented theater professionals and graduating theater students in Miami and to offer internships to students.
- They are the largest provider of field trip and in-school performances, introducing students to the repertoire and wonder of live theater.
- They help to cultivate and support the work of other Miami theater companies, offering technical assistance, cross marketing support and joint programming opportunities.
- They help define a city as a major cultural center, in the same ways that a regional ballet company, a flagship art museum and a 21st century science center do.

The Building Program for a Regional Theater Facility

Regional theater companies require very specific kinds of facilities in which to conduct these activities. In 2008, the board of directors of the Coconut Grove Playhouse in collaboration with the Miami-Dade County Department of Cultural Affairs commissioned one of the nation's

Coconut Grove Playhouse Business Plan
Page 9 of 16

foremost theater consulting firms, Fisher Dachs Associates (FDA), to do a preliminary building program for a regional theater. This theater program is Attachment B to the Business Plan.

Funding for the Capital Plan

Miami-Dade has approved \$20 million that is dedicated specifically for the capital expenses for the Coconut Grove Playhouse project, including "soft costs" and construction expenses:

Miami-Dade County: Secured Capital Funds:	
Amount	Source
\$ 5 million	Convention Development Tax bond proceeds
\$15 million	Building Better Communities-General Obligation Bond program

A preliminary "order of magnitude" cost estimate was done by FDA that demonstrated that the building program could be accomplished within the \$20 million of secured and available County funding. This calculation was based on the square footage contained in the building program and an estimated cost of \$450/s.f. for construction.

Miami-Dade County will confirm this capital cost estimate at the outset of the master plan and design work for the project and is committed to having a professional cost estimating firm as part of the consultant team that is selected to design this project. Cost estimates will be required at key benchmarks in the project's development to ensure that the project can be accomplished within the established capital budget.

Timetable for the Capital Plan

Miami-Dade County and FIU are committed to working quickly and responsibly to accomplishing the capital plan. The preliminary timetable for this work is contingent on variables ranging from the time necessary for the variety of necessary governmental approvals (ranging from County contracts for architectural and construction services to municipal reviews for historic preservation, permitting and inspections) to unforeseen existing site conditions and weather factors. Typically, capital projects consist of the following phases (with broadly approximate time periods for each phase):

- Competitive solicitation for and approval of architectural and engineering services (6 to 12 months);
- Planning and design phase (18 to 24 months);
- Competitive bidding for construction (6 to 12 months); and
- Permitting, construction and commissioning – this depends on the what the design phase generates for the project and the response from the selected contractor for how long

Coconut Grove Playhouse Business Plan
Page 10 of 16

construction will take; for example, work with an existing structure on the site, new construction and the integration of these elements all can impact the construction timeline (36 to 60 months).

The Miami-Dade County Department of Cultural Affairs will manage the capital project, competitively selecting and contracting for services for design and construction. The Department has a strong track record for managing successful theater design and construction projects. There are a number of standard and required safeguards that the County uses for managing capital projects to successful completion. The County requires general contractors to have a performance bond and provisions for delay damages also are contractual conditions, serving as an incentive/penalty for contractors to maintain the construction schedule. These are tested and effective mechanisms to help ensure the completion and timeliness of Miami-Dade County construction projects.

In addition, Miami-Dade County is committed to working closely with FIU, community stakeholders, and with GableStage to ensure that the theater building is capable of successfully accommodating all of the functions of a regional theater company and the needs of FIU.

Operational Forecast / Property Management and Development

FIU, Miami-Dade County and GableStage are committed to a sound and sustainable plan for developing and operating the Coconut Grove Playhouse site that does not cause any additional burden to the taxpayers of Florida. As such, the steadfast criterion for the operational forecast is that the Coconut Grove Playhouse property can be managed, programmed and maintained without additional expense to the State, FIU and Miami-Dade County.

Key Premises that Support the Operational Forecast

- GableStage will be responsible for all of the costs of the operations, programming and maintenance of the theater.
- GableStage is a financially successful and stable not-for-profit organization and its board of directors is fully committed to meet its fundraising responsibilities for their activities in the theater.
- Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.
- GableStage currently receives County funding support through Miami-Dade County Department of Cultural Affairs' competitive grants programs and it is anticipated that this support will continue, subject to annual budgets adopted by Miami-Dade County. Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these earned revenues, to the extent that they are maximized, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

FIU Programs at the Coconut Grove Playhouse

A number of educational, cultural and community programs that will benefit FIU will be presented by the university at the Coconut Grove Playhouse.

FIU, through its partnership with GableStage, will establish programs to enhance the work of FIU's College of Architecture + The Arts and specifically, its Theater Department. These programs include student internships, workshops with practicing theater professionals, and opportunities for theater and arts faculty to develop professional credentials through acting, directing, etc. In addition, FIU will have the ability to use the theater and ancillary spaces to advance its educational mission and established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., theatrical and musical performances, lectures by FIU faculty and visiting scholars and presentations by FIU's Colleges, Centers and Institutes, etc.). Through the collaborative partnership with Miami-Dade County and GableStage and the reactivation of the Playhouse, expanded academic and research opportunities will be available to FIU students and faculty that would not otherwise be possible.

To the extent necessary, FIU, Miami-Dade County and GableStage are committed to working together to help identify and secure any additional funding required, such as from grants and sponsorships, for FIU to expand their programs at the Coconut Grove Playhouse.

The Financial Viability of Regional Theater and This Business Model

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for the County; these relationships have had a track record of success for decades (see Attachment E). The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means – the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid

Coconut Grove Playhouse Business Plan
Page 13 of 16

track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf.

It is important to emphasize that this Business Plan represents a very different operating model from the previous Playhouse approach where the non-profit operated as an independent entity. GableStage will manage the theater under an operating agreement with Miami-Dade County and as such, will become part of the checks and balances already have established by Miami-Dade County to ensure responsible management. In addition, FIU will establish educational and programmatic partnerships with GableStage that will further strengthen this theater company. FIU has a distinguished history of collaborating with community non-profit organizations and using its expertise in business management, marketing, community engagement, leadership training and research to help build the financial and operational capacity of its partners.

Preliminary Operational Forecast for Regional Theater

As noted in the section above, Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.

In the interest of demonstrating the financial feasibility of GableStage's management of the theater component, a preliminary operational forecast for a regional theater has been included in this Business Plan.

Regional Theater Preliminary Operational Forecast

Expense Category	Full Year Amount
Administration	\$ 754,000.00
Theater staff (including benefits & taxes)	\$ 754,000.00
Administrative Expenses	\$ 84,500.00
Travel, Meetings, Mileage	\$ 25,000.00
Membership & Dues	\$ 6,500.00
Licenses/Fees/Permits	\$ 4,000.00
Office Equipment – Purchase	\$ 23,000.00
Misc. Program Supplies	\$ 10,000.00
Equipment Repair/Maintenance/Support	\$ 6,000.00
Professional Development/Recruitment	\$ 10,000.00
Programming	\$ 930,000.00
Artistic Personnel	\$ 750,000.00
Equipment Rental	\$ 25,000.00
Repair & Maintenance	\$ 30,000.00
Production Supplies	\$ 100,000.00

Coconut Grove Playhouse Business Plan
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Small Equipment	\$ 15,000.00
Usher Program Expense	\$ 10,000.00
Box Office	\$ 60,000.00
Computer Systems & Support (ticket printers, PC, safe)	\$ 30,000.00
Credit Card Fees	\$ 30,000.00
Institutional Marketing	\$ 174,000.00
Brochures, Publications, Website	\$ 50,000.00
Advertising	\$ 70,000.00
Photography & Recordings	\$ 14,000.00
Public Relations/Special Events	\$ 40,000.00
Sales Expenses	\$ 25,000.00
Concessions	\$ 25,000.00
Operating Expenses	\$ 330,000.00
Utilities	\$ 200,000.00
Insurance	\$ 80,000.00
Maintenance, security, elevator, ground keeping	\$ 50,000.00
Contingency	\$ 250,000.00
Total Expenses	\$ 2,607,500.00

Revenue Category	Full Year Amount
Admissions	\$ 650,000.00
Subscriptions	\$ 325,000.00
Contracted Services	\$ 150,000.00
Corporate Support	\$ 150,000.00
Foundation Support	\$ 300,000.00
Private/Individual Support	\$ 400,000.00
Miami-Dade County Grant	\$ 250,000.00
Other Government Grants	\$ 100,000.00
Special Events	\$ 150,000.00
Other Revenue	\$ 132,500.00
Total Revenue	\$ 2,607,500.00

It should be noted that this preliminary budget relies on a conservative estimate of revenue that would be generated by parking on the site which is included in the "Other Revenue" line item. The amount of revenue from parking and other income that may result from compatible development on the site will affect the extent of programming that GableStage will be able to present.

It is important to emphasize that this is a preliminary "order of magnitude" estimate for the operating budget for the regional theater. A full operating pro forma will be developed by

Coconut Grove Playhouse Business Plan
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GableStage with the assistance of a management consulting firm and in cooperation with the Miami-Dade Department of Cultural Affairs. This pro forma will continue to be updated throughout the planning, design and construction of the theater, initially as a 5-year operating forecast and subsequently as a detailed operating budget for the first year of operations of the theater.

Operation of Parking, Site Maintenance and Compatible Development

Miami-Dade County and FIU through the development and management agreement, would determine the best approach to manage the parking, perform maintenance of the site and pursue options for additional, compatible development on the property..

The options for parking operations and site maintenance include:

- Operating the parking and performing the maintenance itself (e.g., Miami-Dade County currently operates a number of parking sites and maintains County property);
- Including parking operations and site maintenance in the operating agreement as a responsibility of GableStage;
- Contracting with the Miami Parking Authority given their experience with the site and their other Coconut Grove parking operations; or
- Competitively selecting a parking operator and/or a maintenance provider.

This decision would depend on the approach that generates the most revenue both for the upkeep of the site (e.g., landscaping and groundskeeping, fence repairs, lighting, etc.) and for operational and programming funding support for GableStage, subject to availability of parking and other income that may result from compatible development on the site revenues.

It is known that prior to 2006, the Miami Offstreet Parking Authority managed the site's parking and was able to pay the Coconut Grove Playhouse \$15,000 per month after expenses. When the site master plan is completed and the amount of parking is determined, an updated forecast of parking expenses and revenues will be calculated. This will take into account the need to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programs. This development may address the need for additional parking and complementary site amenities (e.g., retail, restaurants, etc.). The following process would be used to ensure consensus and requisite approvals regarding the scope and character of these elements:

Coconut Grove Playhouse Business Plan
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- A masterplan for the Playhouse property would be developed that addressed both the theater and surface parking as well as the potential of future compatible development;
- A public process would be used to assess community needs and benefits;
- Proposed development is subject to required municipal reviews, including the City of Miami Historic and Environmental Preservation Board, to ensure that the scale, features and ambiance are consistent with the nature of this site and neighborhood;
- The business model associated with engaging such development would be driven by the need to generate sufficient revenue necessary for the viability and success of GableStage's and FIU's cultural and educational programs and sufficient to cover any site-related expenses for which Miami-Dade County, FIU and/or GableStage may be responsible; and
- In the case that there may be revenue in excess of that necessary to accomplish the development and address these public purposes, the State would receive an equitable share of the available proceeds.

It is important that the need for this additional, compatible development is understood. The steps outlined above would serve as the process for pursuing this option. All parties - the State, FIU and Miami-Dade County - would stay in close communication regarding the evolution of any specific project. In addition, key stakeholders, including GableStage and the City of Miami, would be integrally involved. It is understood that the more detailed development plans that may be developed through this process would be subject to the review and approval by the State pursuant to the terms of the lease.

Attachment A – Florida International University College of Architecture + The Arts (CARTA) –
Vision and Mission

**Florida International University College of Architecture + The Arts (CARTA)
Vision and Mission**

Vision

To inspire creative energy by engaging the South Florida community in the process of creating, producing, presenting, promoting, appreciating, and exploring the visual and performing arts

Mission

Public Engagement

Meetings, conferences, lectures, and symposia

Public Performances

Plays, concerts, and operas by FIU undergraduate and graduate students as well as visiting artists in theatre, music, and dance. Potential emphasis on children's theatre, Shakespeare, Spanish language theatre, Creole language theatre, new playwrights, etc.

Public Visual Art Exhibitions

Visual art exhibitions by FIU undergraduate and graduate students
Visual art exhibitions by Coconut Grove Arts Festival

Graduate Visual Art and Theatre Design Studios

FIU graduate art students' and FIU graduate theatre design students' work in studios

Post-Graduate Theatre Company

Post-graduate students from around world will form artists-in-residence theatre company

Post-Graduate Dance Company

Post-graduate students from around world will form artists-in-residence dance company

Master Classes

Master classes by visiting guest artists provide educational outreach to FIU students, Miami-Dade County Public School students, students at private institutions, and the South Florida community

Service Courses

Non-credit courses in theatre appreciation, history of film, acting, playwriting, painting, drawing, photography, jewelry, digital art, vocal performance, music lessons, music appreciation, etc...

Attachment A – Florida International University College of Architecture + The Arts (CARTA) –
Vision and Mission

Classical Radio Station

House a classical radio station (Existing station can relocate or start a new station)

Live Work Space

Affordable on-site housing for visiting professors, professionals, designers, artists, performers, lecturers, students, and scholars.

Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
v1.0

DRAFT

Fisher Dachs Associates
Theatre Planning & Design

The logo for Fisher Dachs Associates (FDDA) consists of the letters 'F', 'D', and 'A' stacked vertically. Each letter is rendered in a bold, outlined, sans-serif font, with the letters being interconnected at the top and bottom.

April 10, 2008
templeto v2.0

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

V1.0
 4/10/2008

Summary of Net Square Footage Allocations

Program Element	Total nsf	% Nsf	WC's	Urinals	Sinks	Showers
Programmed Areas						
A Large Hall	11,390	50%	13	2	24	9
C Public Spaces	4,335	20%	13	1	19	0
D Administration & Building Services	2,075	9%	3	1	9	0
E Production Support	4,605	20%	0	0	3	0
Total Net Square Feet	22,565	100%	29	4	55	9
Estimated Non-Programmed Areas						
G Net Area	22,565	100%				
H Walls & Structure	2,812	12%				
I BOH Circulation	5,512	24%				
J Mechanical & Electrical	3,299	15%				
K Inaccessible Areas	1,523	7%				
Estimated Total GSF	35,710	156%				

Breakdown By Component

Component	Total nsf	% Nsf	WC's	Urinals	Sinks	Showers
A Large Hall						
100 Performance Spaces	7,055	52%				
200 Backstage and Support Spaces	4,335	33%				
Sub Total	11,390	100%	13	2	24	9
C Public Spaces						
700 Front-of-House and Public Spaces	4,495	100%				
Sub Total	4,495	100%	13	1	19	0
D Administration & Building Services						
800 Administration	1,700	82%				
800 Building Services	375	18%				
Sub Total	2,075	100%	3	1	9	0
E Production Support						
1000 Rehearsal Spaces	1,520	35%				
1100 Costume Shop	1,135	25%				
1118 Prop Shop	300	7%				
1300 Scenery Shop	1,650	36%				
Sub Total	4,605	100%	0	0	3	0

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FDA Fisher Dacht Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
 Building Program

Large Hall

Summary of Net Square Footage Allocations

Category	Total Nsf	
100 Performance Spaces	7,055	62%
200 Backstage and Support Spaces	4,335	38%
Total Net Square Feet	11,390	100%

Detailed Space List

Performance Spaces	Width	Depth	Height	Nsf	Comments
101 Auditorium				2,880	
102 Stagehouse				2,900	
Main Stage (90' grid)	80w	35d	60h	2,800 nsf	35" max prosc
103 Stage Apron	35w	3d		105	
104 Orchestra Pit				420	
Overhung Area	35w	5d		175 nsf	
Lift	35w	7d		245 nsf	
105 Trap Room	20w	16d		320	Begins about 6' upstage due to pit depth
106 Orch Pit Wagon Storage				0	
107 Counterweight Pit				0	
108 Dimmer Room	0w	6d		100	
109 Amplifier Rack Room				80	
110 Lighting Control Booth				200	
111 Sound Mix Location at Rear of Main Level				0	
112 House Sound Control Wagon Storage Room at Rear of Main Level				0	
113 VIP's / Director's Booth / Audio Description Room				0	
114 Cryng Room / Photographers Booth				0	
115 Projection Booth				0	none
116 Followspot Booth				150	up to two operators
Sub-Total				7,055	62%

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
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Backstage and Support Spaces
 Performer Accommodations

201 Dressing Rooms					1,830	
.03 (2) Star Dressing Room (f&s)						
.05 (1) Four-person Principal Dressing Rm (f&s)	2 occ.	16w	16d	560 nsf		
.07 (2) Eight-person Principal Dressing Rm (f&s)	4 occ.	11w	23d	250 nsf		
.08 (0) 10-person Chorus Dressing Rm (f&s)	15 occ.	18w	28d	1,000 nsf		
Total accommodations	0 occ.	18w	30d	0 nsf		
22 occ.						
202 Off-stage Left and Right toilets (2 unisex @ 60)					120	in hallway adjacent to stage/house
203 Performer's Lounge					300	
204 Vending Machine/Pay Phones/Coffee Alcove(s)						in gross
205 Call Board						in gross
206 Pit Musician's Assembly Area	23 musicians.				0	
207 Pit Musicians' / General Use Restrooms	0 fct's for women			0 nsf	0	
	0 fct's for men			0 nsf		
208 Backstage elevator (5 x 8 cab, 2 stops)					140	
Performer Support / Work Areas						
209 Wardrobe Maintenance Room					0	
210 Wigs & Make-up Running Room					0	
211 Laundry					100	Space for 2 house washer and dryers, folding cast & crew meals, star hospitality
212 Backstage Catering Pantry					0	
213 Multi-Purpose / Rehearsal Room					0	
Staff Accommodations						
214 House TD-SM Office					100	
215 House Asst Prod Mgr. Office					100	
216 Visiting Company Mgmt Office					0	
217 Visiting Stage Mgmt & Design Office					0	
218 Crew Lounge, Kette, m&f lockers, m&f toilets, showers					250	
219 Wardrobe Crew Lounge					0	

Attachment B - Building Program for 300-seat professional theater

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FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
 Building Program

Receiving & Storage	
220 Stage Door Lobby	100 also serves offices, other theater
221 Stage Door Security Desk / Secty Equipment	100 also serves offices, other theater
222 Stage loading dock for up to (2) - 53' trailers on 20' road tractors and one dumpster	exterior
223 Stage receiving & assembly (20' high)	300
224 Tool Room, Repair Shop	20w 15d 20h 100
225 Road Box Storage	0
226 Paint / Pyro Lock-up	35
227 Lighting Storage, repair, gel, templates	150
228 AV Shop & Storage	100
229 Piano Storage	110 two uprights, climate controlled
230 Run Crew Supplies (tape, gloves, flashlights, radios, etc.)	0
231 General Storage (Risers, Softgoods in Hampers, Ladders, Air-Lifts, etc.)	250
232 Dance Surface Storage	0
233 Instrument Storage	0
234 Stang and Chair Storage (for pit)	150 drum kit, etc.
235 Freight Elevator (0 stops, 6 x 12 cab)	0
Sub Total	4,335 38%
Total Net Square Footage	11,390 100%



Fisher Dactis Associates Theatre Planning & Design

Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
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Public Spaces

Summary of Net Square Footage Allocations

Category	Total Nsf	
700 Front-of-House and Public Spaces	4,495	100%
Total Net Square Feet	4,495	100%

Detailed Space List

Front-of-House and Public Spaces	Width	Depth	Height	Comments
701 Box Office Sales Area			200	
Sales Windows, 2 @ 50sf	100 nsf			
Coffee area, unisex restroom	0 nsf			
(1) Managers' Office	100 nsf			with vault
Staff Work Area for 2	0 nsf			
Computer Room / Copy Room	0 nsf			
Supplies, records storage	0 nsf			
702 Box Office Foyer Area			200	
703 Large Hall Public Circulation @ 7.0 nsf per seat			2,100	
Lobby Areas Total @ 3.0 nsf per seat	900 nsf			
Public Circulation @ 4.0 nsf per seat	1,200 nsf			
704 Large Hall Public Restrooms @ 1 ftr/ 25 seats		12 ftrs	610	
2 individual unisex handicap assist restroom(s)	120 nsf			
7 w.c.'s for women	350 nsf			
3 ftrs; 2 urinals, 1 w.c.'s for men	140 nsf			
705 Patron Services Desk (binoculars, hearing systems, disabled assistance, info)				incl in lobby allow:
706 F.O.H. Equipment Storage (rain runners, etc.)			50	
707 Program Storage			30	
708 House Manager and Usher Coordinator's Office			150	
709 Volunteer Ushers (10) locker and break room			0	small half-lockers
710 Public Elevators (2 - 5 x 7 cabs, 2 stops)			255	TBD based on design

Attachment B - Building Program for 300-seat professional theater

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Coconut Grove Playhouse - 300-seat professional theatre
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<u>Donor Accommodations & Special Events</u>				
711 Patron's Lounge / Event Room	Bar Area	30 standing	0 nsf 315 nsf 125 nsf	500 discuss
	Lounge Area for 15 seated Patrons (for dinner)			
	Furniture storage			
	Restrooms:	0 fixrs		
	1 individual unisex h'cap assist restroom(s)		60 nsf	
	Support - 2/3 Pantry . 1/3 Storage		0 nsf	
Concessions & Sales				
712 Service Bars (5 lin ft for each 200 patrons)		2 locations 2 locations	10 linear ft	100 allocate proportionally
713 Bar & Concession Storage & Prep Rm(s)				
714 Concession Managers Office				100 refine with food svc consultant, distribute as needed
715 Bartenders (0) locker room				100
716 Sales Kiosk Staging / Storage				0
				100

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<i>Exterior Requirements & Sitework</i>	
717 Connections to Parking Garage	exterior
718 Drop-off & valet pkg plaza/Porte Cochere	exterior
719 Bus & School Bus Parking & Cueing	exterior
720 Signage & poster cases	exterior
721 Streetscape features	exterior
722 Truck & van Parking @ Stage Door, Loading Docks, Food Service Dock, Trash area	exterior
723 Video/Audio remote truck parking (3 semi's)	exterior
724 Dumpster pads/recycling bins	exterior
Sub Total	exterior
Total Net Square Footage	
	4,495 100%



Fisher Dachs Associates Theatre Planning & Design

Coconut Grove Playhouse - 300-seat professional theatre

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Administration & Building Services

Summary of Net Square Footage Allocations

Category	Total Nsf	
800 Administration	1,700	82%
900 Building Services	375	18%
Total Net Square Feet	2,075	100%

Detailed Space List

Administration	Comments
801 Admin Offices (staff of 8 FTE)	
802 Sec / Reception	750
803 Kitchenette	200
804 Small Conference Room	0
805 Large Conference Room	225
806 AV Archive Library	0
807 PR / Advertising Storage	0
808 Work Room	80
809 Copy & Supply	0
810 File Room / Storage	50
811 Dead Storage	150
812 Computer Room	0
813 Rest Rooms	80
814 Janitors' Closet	150
Sub Total	15
	deleted
	1,700 82%

Building Services

901 Building Engineering Office		90
902 Maintenance and Operations Office		0
903 Janitorial supplies storage		100
904 Janitorial crew lockers		125
905 Janitors' Closets @ 15 nsf		60
Large Hall BOH	2	30 nsf
Studio Thr BOH	0	0 nsf
Public Areas	1	15 nsf
Admin	1	15 nsf
Sub Total		375 8%

Total Net Square Footage

2,075 100%



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Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL

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Production Support

Summary of Net Square Footage Allocations

Category	Total Nsf
1000 Rehearsal Spaces	1,520 33%
1100 Costume Shop	1,135 25%
1115 Prop Shop	300 7%
1300 Scenery Shop	1,650 36%
Total Net Square Feet	4,605 100%

Detailed Space List

Rehearsal Spaces	Width	Depth	Height	Comments
1001 Rehearsal Hall A	40w	35d	20h	1,400 discuss sizes
1002 Stage Mgmt Office for A				0
1003 Rehearsal Storage for A				100
1004 Janitors' Closet				20
Sub Total				1,520 100%

Costume Shop

1101 Costume Directors Office	Width	Depth	Height	Comments
1102 Costume Workroom Manager's Office				120 secure secure, w/ window into workroom
1103 Costume Design Office				0 secure
1104 Show Set-up Room				0 40 LF pipe rack, box storage
1105 Costume Workroom				600 Windows, power supply, ventilation
1106 Forms Storage				0
1107 Fabric Storage				0
1108 Dye Shop				100 Outside exhaust, power supply, water, spray booth, adjacent to Workroom

1109 Crafts Room

				0 Outside exhaust, power supply, water, share dye-spray booth
--	--	--	--	--

1110 Spray Booth

				0 Outside exhaust, power supply, water, share dye-spray booth
--	--	--	--	--

1111 Fitting Rooms

				0 10 x 11.5 foot "office", mirrors, 10' tall for headgear
--	--	--	--	--

1112 Wig Shop

				0
--	--	--	--	---

1113 Understudy & Active Storage

				0
--	--	--	--	---

1114 Janitors' Closet

				15
--	--	--	--	----

1115 Costume Storage

				300
Sub Total				1,135 100%

Attachment B - Building Program for 300-seat professional theater

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Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
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Prop. Shop	Width	Depth	Height
1116 Hand Prop Storage	200		secure
1117 Secure Prop Storage	100		secure
Sub Total	300		100%
Scenery Shop			
1301 TD's Office			
1302 Welding Area	150		secure
1303 Wood Construction Area	0		
1304 Paint Area	1,500	20h	
Sub Total	1,650		100%
Total Net Square Footage	4,605		100%



History and Mission

Our mission is to provide South Florida with classical, contemporary, and original theatrical productions of artistic excellence. We fully embrace the challenges of working in this multi-cultural community, and continually seek to create innovative productions that entertain as well as provoke.

For fifteen seasons, GableStage has been at the cutting edge of theatre in South Florida, striving to present the most vital works of contemporary playwrights worldwide.

In addition to our main-stage productions, we present a robust series of Educational Programs to thousands of Miami-Dade County Public Schools every year, with both in-house and school tour productions. We also mount several free productions at off-site venues every year to provide theatre to underserved communities throughout Miami-Dade County.

Founded in 1979 as Florida Shakespeare Theatre, GableStage originally performed the plays of Shakespeare in repertory, using the outdoor Casino Gardens at Vizcaya. From 1987 to 1992, Florida Shakespeare Theatre was housed in the Minorca Playhouse in Coral Gables, until it was destroyed by Hurricane Andrew. But the theatre continued to produce at the Carousel Theatre in Coral Gables in 1993 and 1994. In 1999, the theatre moved to its current home, the historic Biltmore Hotel, and became GableStage.

EDUCATIONAL PROGRAMMING

GableStage provides opportunities that address the critical needs of an arts integrated curriculum in the classroom. In a quantitative study, the College Entrance Examination Board found that from 2001 to 2005, students who were involved or exposed to theatrical and artistic experiences scored an average of 50% higher on the verbal and mathematics sections of the SAT (AATE, 2012). There is a great need for educational opportunities that foster an environment conducive to learning through the performing arts, and GableStage works strategically to implement such programs.

Our special morning performances are provided free of charge exclusively to underserved Miami-Dade County Public High School Students. We coordinate with the Miami-Dade County Public Schools Division of Life Skills to arrange student attendance at these performances.

The approximate demographic breakdown of the students we serve is as follows: 40% Hispanic, 30% African-American, 25% White, and 5% Asian/Indian/Other. We serve male and female students with or without disabilities, between the ages of 13 and 20.

Marketing Strategies

GableStage pursues a multi-pronged marketing strategy, combining blanket advertising and coverage in local media--television, print and radio--with a well-developed and constantly growing contact list consisting of thousands of email and physical addresses. We were also among the first theatres in South Florida to begin to use social media, and continue to seek the most innovative ways to interact with our audiences.

Newspaper advertisements are routinely placed in the major South Florida newspapers: THE MIAMI HERALD, THE SUN SENTINEL, THE PALM BEACH POST and THE MIAMI NEW TIMES. We have also utilized online advertisements in the internet editions of all of these outlets. As appropriate to the season/current production, advertisements are also placed in the SUNPOST, ENV MAGAZINE, CORAL GABLES GAZETTE, and EL NUEVO HERALD. Regular advertisements are also placed in South Florida magazines, such as AROUNDTOWN and the JEWISH JOURNAL. With regard to radio and television, the quality of the material presented at GableStage has been successful in attracting media coverage from Metro-Dade Television and WLRN Public Television. Most recently, we have participated in interviews on Channel 33 in South Florida and on HOT 105.1, one of South Florida's most popular minority radio stations. Public service announcements are provided by radio stations including a major sponsor, WLRN and by CLASSICAL SOUTH FLORIDA.

GableStage subscriber mailing lists are consistently increasing. These lists are used for email and hard copy bulk mailings. We send out direct mailings in South Florida of 17,000 postcards and 1,200 invitations per production. At the beginning of each season over 22,000 Season brochures are mailed to our local, regional and national subscribers. Our email contact list is over 10,000 strong, and we regularly add new contacts through our website, which also offers visitors the opportunity to become Season ticket holders.

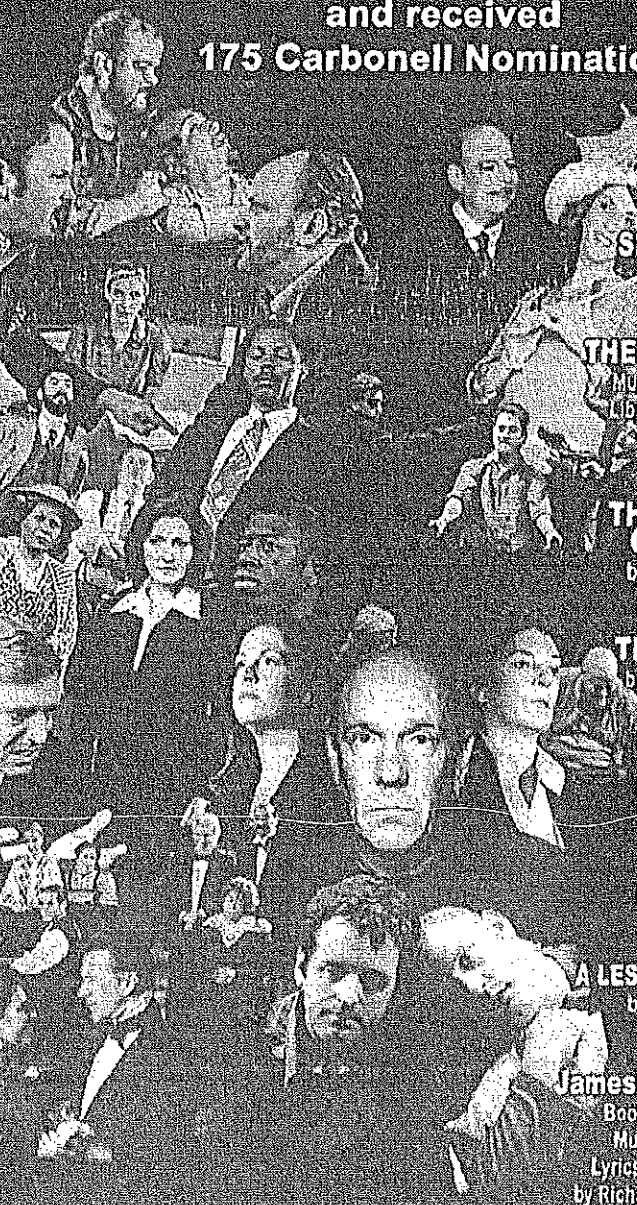
AWARDS AND ACCOLADES

GableStage has mounted a six-play season every year since our move to our current location in 1999, and consistently received excellent reviews, as well as winning the Carbonell Award for Best Play and Best Director seven times, and Best Musical Carbonell Award twice. Overall, we have received 187 Carbonell nominations and won 50. Our touring productions of classic plays have served over 1 million Miami-Dade County Public School students since our founding as Florida Shakespeare Theatre in 1979.



GABLESTAGE AT THE BILTMORE

In our first fourteen seasons GABLESTAGE won
51 CARBONELL AWARDS including
7 BEST PLAY & 7 BEST DIRECTOR Awards
2 BEST MUSICAL Awards
2 BEST DIRECTOR of a MUSICAL Awards
and received
175 Carbonell Nominations



2010
BLASTED
by SARAH KANE

2009
SPEED-THE-PLOW
by DAVID MAMET

2008
THE ADDING MACHINE
Music by JOSHUA SCHMIDT
Libretto by JASON LOEWITH
& JOSHUA SCHMIDT

2007
**THE LIEUTENANT
OF INISHMORE**
by MARTIN McDONAGH

2006
THE PILLOWMAN
by MARTIN McDONAGH

2005
FROZEN
by BRYONY LAVERY

2004
THE GOAT
by EDWARD ALBEE

2003
A LESSON BEFORE DYING
by ROMULUS LINNEY

2002
James Joyce's THE DEAD
Book by RICHARD NELSON
Music by SHAUN DAVEY
Lyrics conceived and adapted
by Richard Nelson & Shaun Davey

FIU / Coconut Grove Playhouse Questions and Answers

Question 1: Will the proposed operating agreements with GableStage and other operators for parking, groundskeeping, etc., require any real interest in property? If so, Chapter 18-2, F.A.C., requires competitive bidding and payment of market rent.

- The Business Plan proposes that these agreements be in the form of operating agreements and this takes into account the fact that the partners already are identified and that these relationships involve highly specialized functions. Miami-Dade County has informed us that they have operating agreements with a number of non-profit cultural organizations to manage and program property that the County owns and/or has developed and that while these agreements must be approved by their County Commission, they do not go through a competitive process given the specialized nature of the arrangements. Naturally, we will review all of this with our respective attorneys to be sure that we are following the correct process and/or pursuing allowable exceptions. It is essential for the success of the Business Plan that the relationships described in the Governance and Organizational Structure section can be achieved.

Question 2: Page 12 references an estimated \$132,500 in 'other revenue' of which parking fees are included. This is about 5% of the overall revenue; however, the Plan further states that the amount of parking revenue available will affect the extent of programming that GableStage will be able to present. Will the extent of programming depend on parking fees?

- The explanation in the Business Plan for this statement is on page 10 and is the bullet point that states:

"Any parking revenue available after the County's site expenses are covered is committed to helping support GableStage. Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these parking revenues, to the extent that they are available, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service."

This amount of money would constitute a single, major contribution to any non-profit cultural organization and as such help significantly with meeting their revenue goals. The County also points out that as projected, the amount of these parking revenues is lower than most of the subsidies it provides to its non-profit cultural partners; the parking revenues are projected conservatively and would help even more if the amount of the actual revenues is greater.

Question 3. Is a copy of the agreement with GableStage available for review?

- There is no contract yet. The agreements between GableStage and the County and FIU will be drafted once there is a reasonable assurance that the Business Plan will move ahead and there will be a building that the County will have GableStage manage and program. GableStage has reviewed the draft Business Plan and is in agreement with

the business points that it contains and that will serve as a basis for the agreements (please see pages 5-7 of the Business Plan). FIU will be involved in reviewing the agreement between the County and GableStage in order to ensure that those elements affecting programmatic partnerships between FIU and GableStage are accurately incorporated. Please note that ultimately, the County Commission must approve their operating agreement.

Question 4. GableStage currently has a 6-play season at their current location. How many productions per year are anticipated?

- GableStage will continue to produce a 6-play annual season. Activities presented by FIU and joint FIU-GableStage presented events will be coordinated with the schedule for GableStage's season. It is important to note that this season (with its rehearsals, previews and outreach elements) will be complemented by other important activities presented by GableStage including play readings, educational performances for students, productions by other small theater companies designed to mentor their work, etc. GableStage produces this array of activities year-round and will continue to do so at the Playhouse.

Question 5. Will any FIU production have to involve GableStage or can they be separate productions?

- The relationship between FIU and GableStage will include both separately-produced FIU activities and collaborations between FIU and GableStage. It is anticipated that given the exciting benefits of the synergy between FIU and GableStage, there will be more of the latter.

Question 6. Will FIU students play an educational role in any production at the Playhouse?

- FIU envisions a strong educational role for students and faculty, including but not limited to performance, directing, set-design, lighting, costuming, stage management, arts management, and/or marketing/public relations. It is anticipated that students could understudy and/or intern with GableStage gaining the experience of working in a professional regional theater company.

The Business Plan explicitly emphasizes this meaningful role on page 3 - "FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc. - and

on page 6 -"FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse."

Question 7. Will there be any classroom work on-site?

- FIU will develop credit and non-credit programs for the site focusing on theatre, dance, musical theatre and music. As mentioned in the Business Plan, there are models nationally that successfully link coursework of universities with the activities of a professional regional theater.

Question 8. Non-credit courses are visualized, but will credit courses also be offered?

- FIU can offer a wide range of credit courses from non-major introductory courses in theatre appreciation, modern dance, introduction to acting, etc. to coursework within the majors, including undergraduate theatre, undergraduate and graduate music and masterclasses with the theater professionals working at GableStage.

Question 9. "Live Work Space" is visualized, but no such area is shown on the Fisher Dachs Associates building program (Attachment B to the Business Plan).

- The Fisher Dachs Associates building program is a preliminary one done to demonstrate the basic elements of a professional regional theater. The actual design work for the project would begin anew with a programming phase that would include the essential elements for a regional theater (front-of-house, audience chamber, stage, back-of-house) and other ancillary components such as parking, etc. It is anticipated that the possibility of artists' live work space would be explored and there have been preliminary suggestions that space for this function as well as for offices and classrooms might be redeveloped in the existing Playhouse structure that fronts Charles and Main streets (these spaces had been used for these purposes in the past). These design opportunities will be explored thoroughly once an architectural team is chosen competitively and they will be prioritized and measured against the available budget. This is envisioned as a collaborative process among FIU, Miami-Dade Count and GableStage.

Question 10. While the plan anticipates many activities that could occur at the Playhouse, definite activities at present are the plays by GableStage and symposiums by a keynote speaker for the student body. Can you provide more specifics regarding educational

opportunities planned for the Playhouse because education is a key component of the lease?

- The answers to some of the questions above should provide you with a better feel for just how intensive and educationally integrated the activities at the Playhouse will be. In addition to the ongoing coursework, internships and other uses by FIU students and faculty described in these earlier answers, FIU's Department of Theatre independently will produce one major production (2-week run) each year and the School of Music will present one performance at the Playhouse per semester. The concept is that student classes and internships will be the ongoing educational function on the Playhouse campus and these performances will be the higher visibility events spotlighting FIU's programs for the public.

Question 11. Is the role of the Playhouse to be a source of revenue for the university, or will the Playhouse focus as an educational facility where students participate in activities to earn college credits, with theatrical productions by GableStage as a secondary activity?

- It is important to emphasize that a professional regional theater company (i.e., GableStage) intensively utilizes a theater for productions, rehearsals, educational programming, etc., thereby providing FIU with unique educational opportunities. The partnership between FIU and GableStage is the integrated model described in the earlier answers where students and faculty take advantage of these unique opportunities for learning and professional experience that are offered by affiliation with a regional theater. While the emphasis is on these extraordinary educational benefits, FIU also will pursue the real-world revenue generating opportunities that are inherent in a high profile partnership like this one (and this, in and of itself, can be of educational benefit, teaching students the business aspects of theater and music).

Additional key points provided by FIU

- FIU's proposal is designed to create a \$20 million state-of-the-art theater facility on property to be owned by FIU, through a State lease and at no cost to FIU. FIU and its partners, Miami-Dade County and GableStage, have well-documented and long histories in the following areas:

- FIU has a strong commitment to the arts through its academic programs and through its activities occurring at the Frost Art Museum, the Wertheim Center for the Performing Arts and at off-campus venues throughout the County.

- The County has extensive experience in the design, construction and management of large-scale performing arts facilities and in working with non-profit arts organizations to assure programmatic and financial success.

- GableStage has a twenty year history as the preeminent theater in Miami-Dade County, has successfully maintained relationships with local schools and colleges and already provides educational programming for more than 10,000 students annually, and each year, presents a program of the highest quality theater performances for the community.

GableStage's theater season is original and unique each year. GableStage already utilizes local students and professionals in its productions together with playwrights, directors and actors with international recognition. With the proposed relationship, FIU, Miami-Dade County and GableStage will work together to create the maximum benefits for the university and for the community at large.

All three partners are convinced that the creative and collaborative process we have embarked upon is such that the opportunities for educational activities and collaborations are unlimited. To the extent that more structured specifics are not in place is to be expected at this very early stage in the process. However, FIU is equally convinced that as it develops more definition, the collaborative opportunities will grow and evolve in number and in depth. At its core, the Business Plan represents far more than a commitment to a certain number of student opportunities or a certain number of days of a particular activity annually. FIU, GableStage and the County are making a commitment to a collaborative process designed to create opportunities for the FIU theater, music and arts programs in every aspect of the use and operation of a magnificent theater that is being constructed with County funds and operated by GableStage and its commitment to meeting operational costs.

Attachment E -- Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for County; these relationships have had a track record of success for decades. The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means – the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf. It should be noted that new buildings currently are under construction for the Miami Art Museum and Miami Science Museum in downtown Miami's Museum Park. The operating agreements with the museums for their new sites provide for a fifty year term, with two renewable twenty-five year periods.

Below is a list of examples of these current Miami-Dade County partnerships with major cultural institutions.

HistoryMiami

Duration of Operating Agreement (to date): 41 years

FY 2012-2013 Operating Budget: \$3.06 million

FY 2012-2013 County Grant Support: \$1.46 million

Description of Non-profit Organization: HistoryMiami, formerly known as the Historical Association of Southern Florida, is the premier cultural institution committed to gathering, organizing, preserving and celebrating Miami's history as the unique crossroads of the Americas. The museum accomplishes this through exhibitions, city tours, education, research, collections and publications. HistoryMiami is located in the downtown Miami Cultural Center and is preparing for a major expansion into the adjoining building that formerly housed the Miami Art Museum.

Attachment E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami Art Museum

Duration of Operating Agreement (to date): 26 years

FY 2012-2013 Operating Budget: \$11.72 million

FY 2012-2013 County Grant Support: \$1.53 million

Description of Non-profit Organization: The Miami Art Museum is dedicated to collecting and exhibiting international art of the 20th and 21st centuries with a special emphasis on art of the Americas. The museum's collection has grown steadily and now comprises more than 1,300 works across a range of media. A new Herzog & de Meuron-designed building for the museum is under construction in downtown Miami's Museum Park. The Pérez Art Museum Miami (PAMM) will open to the public in December 2013. The new Pérez Art Museum Miami will strengthen the museum's role as a vital cultural and educational center and provide generous spaces to showcase the museum's art holdings and attract more top caliber exhibitions.

Miami Science Museum

Duration of Operating Agreement (to date): 53 years

FY 2012-2013 Operating Budget: \$6.66 million

FY 2012-2013 County Grant Support: \$1.00 million

Description of Non-profit Organization: The Miami Science Museum inspires people of all ages and cultures to enjoy science and technology. During the last decade, the museum has grown to 4,000 member families, over 250,000 annual visitors, one of the largest summer science camps in the nation (ages 3 to 14) and countless additional exhibits, collections and activities. A state-of-the-art new Patricia and Phillip Frost Museum of Science is now under construction in downtown Miami's Museum Park and scheduled to open in early 2015. Structured around a lushly landscaped indoor and outdoor "living core" of terrestrial and aquatic exhibits, featuring one-of-a-kind aquarium components, a state-of-the-art digital dome, hands-on exhibits and interactive digital technology, MiaSci will offer one of the world's most exciting museum experiences. Every aspect of the three-story, 250,000-square-foot MiaSci building is designed to inspire the mind, engage the senses and stimulate the imagination. It will also be a unique educational resource for people of all ages, cultures, and economic backgrounds.

Attachment E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Performing Arts Center Trust (Adrienne Arsht Center for the Performing Arts)

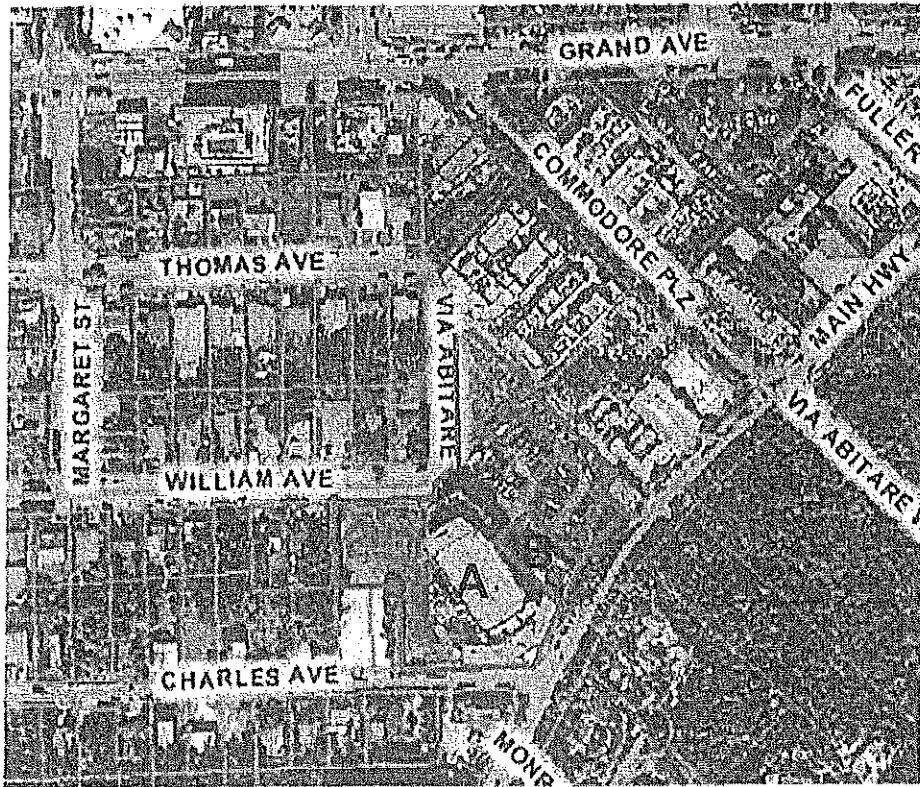
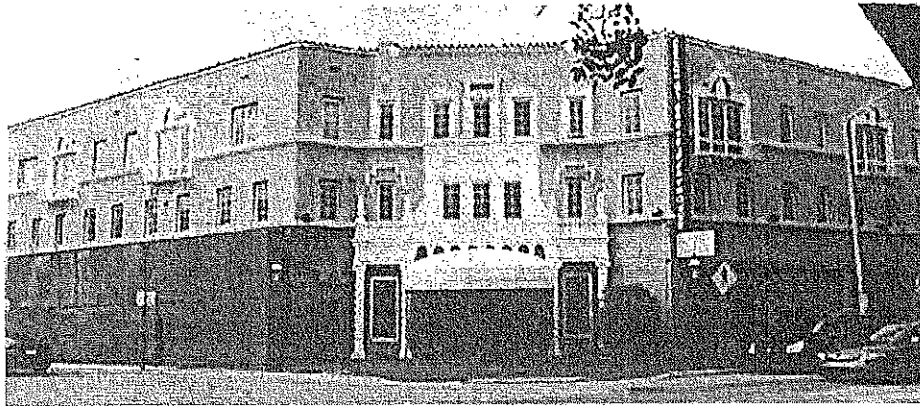
Duration of Operating Agreement (to date): 17 years

FY 2012-2013 Operating Budget: \$34.66 million

FY 2012-2013 County Grant Support: \$8.96 million

Description of Non-profit Organization: Situated at the cultural crossroads of the Americas and in the heart of one of the world's fastest-growing urban centers, the Adrienne Arsht Center for the Performing Arts of Miami-Dade County is one of the largest performing arts centers in the nation. Strategically located in downtown Miami, the Arsht Center occupies 570,000 square feet along historic Biscayne Boulevard between N.E. 13th and 14th Streets. The Arsht Center was designed by world-renowned architect Cesar Pelli of Pelli Clarke Pelli and includes the 2,400-seat Ziff Ballet Opera House, the 2,200-seat John S. and James L. Knight Concert Hall and the Carnival Studio Theater, a flexible black-box space designed for up to 300 seats. As a focal point of Greater Miami-Dade's diverse cultural life, the Arsht Center enlightens, educates and entertains audiences with a year-round schedule of performing arts events.

Exhibit F- Coconut Grove Playhouse Property Location Map and Information



	Folio	Building Square Footage	Lot Size
Property A	01-4121-045-0140	50,470 sq. ft.	100,188 sq. ft. (2.3 acres)
Property B	01-4121-056-0030	5,023 sq. ft.	6,840 sq. ft.
Total		55,493 sq. ft.	107,028 sq. ft. (2.45 acres)

The entire site has been designated historic by the City of Miami Historic and Environmental Preservation Board.

MANAGEMENT AND OPERATING AGREEMENT

This Management and Operating Agreement ("Agreement") is entered into this _____ day of _____, 2013 ("Effective Date") by and between the Miami-Dade County ("County"), a political subdivision of the State of Florida and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority ("MPA"), an agency and instrumentality of the City of Miami (collectively, the "Parties").

RECITALS

WHEREAS, in 1980 the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State" or "Board of Trustees") acquired the real property located at 3500 Miami Highway, Miami, Florida 33133 ("Playhouse"). Sometime in 2004, the State contracted with the Coconut Grove Playhouse, Inc. to operate the on-site theatre, and in 2004 transferred title to the Playhouse to Coconut Grove Playhouse, LLC.

WHEREAS, in October 2012, the State exercised a reverter provision contained in the deed to the Coconut Grove Playhouse, LLC, and took back ownership of the Playhouse. On or about March 1, 2013, the State then instituted its surplus property process, and pursuant to same, offered the Playhouse for lease to State colleges, universities, agencies, subject to approval by the Board of Trustees – i.e. the Governor and Cabinet.

WHEREAS, as a result of the surplus property process, the County and Florida International University ("FIU") submitted a proposal to the State for development of the Playhouse property and subsequently entered into a lease agreement ("Playhouse Lease Agreement") with the State on or about October 8, 2013, a copy of which is attached hereto and made a part hereof in Exhibit "A."

WHEREAS, under the terms of the Playhouse Lease Agreement, the County and FIU may "enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking;" and

WHEREAS, on October 9, 2013, FIU and the County entered into an Agreement Regarding the Coconut Grove Playhouse that gave the County the sole responsibility for timely performing the terms and conditions of the Coconut Grove Playhouse Lease which shall include, but may not be limited to, undertaking any and all financial, legal or other obligations necessary to carry out the terms and conditions of the Coconut Grove Playhouse Lease; and

WHEREAS, the City of Miami ("City") is a municipal corporation and pursuant to state law and the municipal charter has governmental, corporate and proprietary powers that allow it to conduct municipal government, perform municipal functions and

render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, in accordance with its powers, the City issued numerous Final Administrative Enforcement Orders on the Playhouse; and

WHEREAS, the State requires that any encumbrances affecting the Playhouse's title must be resolved within three (3) months of the execution of Playhouse Lease Agreement; and

WHEREAS, Section 23 of the City of Miami Charter created the MPA which operates, manages and controls the off-street parking facilities of the City and all properties pertaining thereto; and

WHEREAS, the City agreed to conditionally release the lien encumbrances on the Playhouse in exchange for the approval and execution of this Agreement giving MPA the right to operate the parking facilities at the Playhouse and plan with the County for future development rights; and

WHEREAS, the Parties understand that this Agreement is a management and operating agreement and does not constitute a sublease of the parking facilities at the Playhouse; and

WHEREAS, MPA represents that it has the authority, knowledge and experience to manage and operate the parking facilities at the Playhouse for the County, as it has previously managed and operated the parking facilities for the State; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to the Management and Operating Agreement that the above recitals are good, true and correct in all respects and further agree as follows:

Article I – Facility Management Services

1.1 Facilities. MPA shall manage and operate the Playhouse parking facilities ("Premises") upon the terms and conditions hereinafter set forth. The Premises as shown in Exhibit B shall encompass the existing surface lots, any areas designated for parking, toll plazas, control devices, entrances, exists, parking office space, any valet parking services and any and all things reasonably necessary to operate such Premises. Provided that, such management and operation shall be conducted so as to be consistent with, and not to interfere with or detract from, the overall operation and management of the Playhouse, with such proviso applying generally to this Agreement and in its interpretation.

1.2 Additional Spaces or Facilities. If agreed by the County, additional surfaces parking and multi-level parking and/or development may be added to Exhibit B, subject to the conditions of the Playhouse Lease Agreement. If approved by the County the expense associated with the operation of these additional parking areas will initially be treated as Expenditures (as described in Section 3.1) and thereafter may be made a part of the annual budget MPA presents to the County.

1.3 Hours of Operation. The Premises shall function 24-hours per day, seven days per week with different staffing or monitoring hours as MPA deems necessary, provided that such staff is adequate and appropriate to the efficient and effective functioning of the Premises.

1.4 Parking Rates. MPA shall charge all users of the Premises the fees or rates for such use as County may establish and approve. MPA shall permit free parking by any individual, entity, or corporation provided it receives prior written approval by the person(s) designated in writing by the County as possessing such authority. MPA shall submit any proposed changes in parking rates to the County for consideration at least thirty (30) days prior to the proposed effective date of same.

1.5 Signs. MPA shall have the right to install and or replace informational and traffic signs within the Premises, subject to prior inclusion of expenses for these signs in the approved annual operating budget. The County shall have the right to review and approve such installed or replaced signs to ensure that same are consistent with the overall theme, style and operation of the Playhouse.

1.6 Alteration of Premises. MPA may: (i) alter the layout of the surface parking in order to maximize the profitability and use of the Premises; (ii) install, remove or replace payment devices on the Premises; (iii) install or modify lighting; (iv) install or modify exterior fencing/barriers; (v) resurface or re-stripe the Premises; (vi) remove, replace, or repair any toll plaza or entrance and exit areas. Alterations of this nature, or similar in scope, shall require County's prior written consent, not to be unreasonably withheld. The foregoing shall not be construed to require prior written consent for ongoing maintenance and repair or to routine upgrades of payment devices which do not materially alter the layout or appearance of the Premises.

1.7 Not a Sublease/No Property Rights. Both parties stipulate and understand that this Agreement does not constitute a sublease of the Playhouse property (or other real property), and conveys no real property interests or rights in the Playhouse property (or other real property) whatsoever.

Article II – Term, Extension and Termination

2.1 Term and Extension. This Agreement shall be effective as of the Effective Date and shall continue in effect for the balance of the first fiscal year (through September 30, 2014) and for an additional five (5) years (through September 30, 2019), unless sooner terminated. County may renew the term for two (2) additional five (5) year terms,

subject to MPA's approval. County shall be required to give MPA at least one hundred twenty (120) days written notice of its election to renew or extend prior to the expiration of the current term. County's failure to notify MPA shall result in continued management by MPA for the immediately following one year at the same rates and conditions that exist at that time.

The initial five (5) year term shall not be modified as set forth in the mutual covenants expressed in that certain a Memorandum of Understanding between the County and the City ("MOU") which allowed the City to release the Final Administrative Enforcement Orders, a copy of which is attached hereto and incorporated herein in Exhibit "C".

2.2 Termination. Either party may terminate this Agreement with or without cause, upon no less than sixty (60) days notification of termination at any time after the initial five (5) year term which satisfies the MOU. At the termination of this Agreement, MPA shall surrender the Premises and any and all materials, supplies, tools equipment, keys and other items the County provided to MPA or otherwise owned during the term of this Agreement but in MPA's possession, custody or control. Any items MPA purchased, owned and/or procured, without County funds, including those via public-private partnership through MPA, funded by City grants or City funds, or somehow due and owing to financial obligations held by the MPA, or the City, shall be offered first to the County for depreciated cost and if not purchased by the County, remain the property of the MPA upon termination of this Agreement. To the extent MPA removes such items it shall do so in a way to avoid disruption to the Playhouse management and operations, and without damage to the remaining Premises or the Playhouse.

In the event of termination MPA shall reasonably cooperate with the County (and the new manager/operator, if any) to ensure a smooth transition of management and operation of the Premises.

MPA shall be entitled to all compensation it is due under the Agreement through the date of termination.

Article III – Revenue and Reports

3.1 Collection of Revenue. MPA shall charge, collect, and handle all parking fees and charges in strict accordance with the terms of this Agreement. All traffic entering shall be able to be tracked and reported. The accepted forms of payment shall be cash, credit card and pay-by-phone or similar format.

3.2 Exception Transactions. "Exception Transactions" shall mean parking activities that do not yield fees or revenues as contemplated by §1.4, including but not limited to lost parking tickets, insufficient funds, handicap transactions, complimentary transactions and validations. MPA shall document all Exception Transactions.

3.3 Revenue Controls and Revenue Enhancements. MPA shall maintain revenue controls and procedures customary to MPA's standard daily operations of its other facilities, not

less than standard industry and governmental controls and procedures. MPA shall create and maintain forms, policies, procedures and objective performance benchmarks necessary to provide clear and concise "chain of custody" trails and efficient and accurate reporting and to permit auditing by the County or as otherwise provided in Article 5.

3.4 Monthly Report. MPA shall provide, by the last day of each month, a report summarizing all activity at the Premises for the preceding month. This monthly report shall include an income and expense statement. MPA shall reconcile discrepancies in any of the reports within three (3) business days of discovery of the discrepancy.

3.5 Annual Operating Budget. MPA shall prepare a proposed detailed annual operating budget detailing projected revenues, expenses and parking rates for the upcoming fiscal year. Within forty-five (45) days of the Effective Date of this Agreement, MPA shall submit an operating forecast detailing projected revenues, expenses and parking rates for the initial fiscal year. Starting with the second year of this Agreement, MPA shall submit this report no later than May 31 of each year.

3.5.1 Subject to review and concurrence by the County, the County shall approve this operating budget and MPA shall be reimbursed for the actual direct operating expenses incurred ("Expenditures") from parking revenues during the month for which the expenses are incurred. The actual direct operating expenses incurred shall not exceed the aggregate total of the approved operating expense budget. Expenditures include but are not limited to: all costs and expense of operating, repairing, lighting, cleaning, painting, stripping, policing and security (including cost of uniforms, equipment and all employment taxes); insurance, including liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties, worker's compensation insurance covering personnel; costs and expense of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Premises; costs and expense of replacement of curbs, walkways, landscaping, drainage pipes, ducts, conduits and similar items, and lighting facilities; and costs and expense of planting, replanting and replacing flowers, shrubbery and planters; utility costs including but not limited to electric, water and sewer services.

3.5.2 Any shortfalls in covering Expenditures in any month shall be covered by subsequent month(s) parking revenue, provided that the County will cover all Expenditures incurred in a fiscal year within the fiscal year that the Expenditures were incurred.

3.5.3 Through September 30, 2014, MPA shall remit to the County a minimum monthly payment of \$4,000.00. Revenue in excess of what is required to cover MPA's approved Expenditures, compensation and MPA's minimum monthly payment to the County shall be remitted to the County on a monthly basis, no later than 10 calendar days following the last day of the respective month.

Article IV – Compensation

4.1 County shall pay MPA compensation only as set forth in this Article IV. MPA shall be entitled to and shall make no claim for compensation for its activities under this Agreement other than as set forth in this Article IV.

4.2 Compensation. MPA shall be paid in accordance with the payment chart as set forth in Exhibit D.

4.3 Competitive Procurement. MPA shall follow the standard competitive procurement methods as it regularly utilizes in the normal course of business for any and all capital expenditures or development projects required or sought for the Premises. Said procurement procedures are utilized in accordance to the regulations as promulgated by the City of Miami Code and Charter provisions governing the conduct and operation of MPA.

Article V – Audits

5.1 Right to Audit. Pursuant to Miami-Dade County Ordinances, resolutions and regulations, County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review MPA's operations, activities and performance in connection with this Agreement. The scope of services an IPSIG may perform may include, but is not limited to, monitoring and investigating compliance with Agreement specifications; project costs; and investigating and preventing corruption and fraud. Upon ten (10) business days' written notice to MPA from IPSIG, MPA shall make all requested records and documents available to the IPSIG for inspection and copying. The provisions of this section apply to MPA, its officers, agents and employees. MPA shall incorporate the provisions of this section in all subcontracts and all other agreements executed by it in connection with the performance of this Agreement.

5.2 Annual Audit. Within ninety (90) days following the end of each year of the initial term of this Agreement, or any extension thereto, MPA shall furnish an annual audited certified statement of all revenue and expense, as well as a letter certifying compliance with the terms of this Agreement and a management letter resulting from review of operations, internal control and personal observations. Such financial statement, compliance letter and management letter must be prepared and attested to by an Independent Certified Public Accountant licensed in the State of Florida.

Article VI – Personnel.

6.1 Personnel. MPA shall furnish competent and adequate personnel to operate the Premises efficiently and effectively, to assure collection and security of revenues and to meet the need of those parking at or otherwise using the Premises.

6.2. Staffing. MPA reserves the right to physically staff the location or allow for parking via pay-by-phone, pay-by-plate or pay-and-display methods, provided that in all such cases MPA shall operate the Premises efficiently and effectively, assure collection and security of revenues and meet the needs of those parking at or otherwise using the Premises.

Article VII – Insurance and Indemnification

7.1 MPA Insurance. During the term of this Agreement, MPA shall procure and maintain insurance of types and amounts to protect the County against claims from damages because of bodily injury or death of any person or property damage arising out of, or in any manner related to MPA's operation of the Premises. MPA shall maintain coverage in accordance with the provisions contained in Exhibit E. The MPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MPA shall in no way be limited by and is in addition to the indemnification and other protections provided to the County elsewhere in this Agreement or otherwise provided by the MPA.

7.2 Indemnification.

- a) The MPA does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat. The MPA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MPA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The MPA also expressly understands and agrees that any insurance protection provided to County by the MPA as required by this Agreement shall in no way be limited by Section 768.28, Fla. Stat.
- b) The County does hereby agree to indemnify and hold harmless the MPA to the extent and within the limitations of Section 768.28 Fla. Stat. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the MPA as herein provided.

7.3 Survival. The obligations contained in this Article will survive the expiration or earlier termination of this Agreement but only with respect to an event that may give rise to a claim that in turn gives rise to a right of indemnification under this Article and which event occurs prior to expiration or termination.

Article VIII. Dispute Resolution

8.1 In the event of any disputes, disagreements or claims between the parties, they agree to attempt to communicate and work in good faith to resolve them before resorting to litigation. If the parties agree, they may further refer such matters to mediation or arbitration. The Parties may authorize an arbitration panel consisting of one (1) the

County Mayor or his designee; (2) the Chief Executive Officer of MPA; and (3) a third-party, duly licensed by the Florida Bar, mutually agreeable to the Parties to decide questions, disputes, or claims of any nature arising out of, under, or in connection with, or in any way related to or on account of this Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) (collectively, "questions" or "disputes"). The Parties agree that the final decision of the arbitration on an issues of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

Article IX. Future Development of the Premises

9.1 It is the intent of the Parties to maximize the best uses of the Premises in order to promote and ensure the continued success of the Playhouse for generations to come. The Parties understand and agree that prospective development of the Premises would capitalize the potential of the Playhouse, help secure funding and alleviate future budgetary concerns.

9.1.1 The Parties acknowledge that future development of the Premises requires the review of the State and determination by the State as to whether State approval is required.

9.2 Given the mutual intent and appreciation for the potential of the Premises, the Parties agree to develop a master plan ("Master Plan") for the site that will include modified, additional and/or expanded parking facilities. This Master Plan will take into account the Business Plan, attached to and included in the Playhouse Lease Agreement in Exhibit B, and the students, faculty and community who will reap the benefits of maximizing the opportunities of the Premises.

9.2.1 The County shall provide MPA with the first option to present a development plan to the County for the future development of the Premises, subject to the review and approval of the County and the State.

9.2.2 The County and MPA shall work together to develop the Master Plan within eighteen (18) months of the Effective Date of this Agreement. The Master Plan may include, but shall not be limited to: (i) additional expanded parking facilities; (ii) a residential component; and (iii) a retail component.

9.2.3 MPA may provide financing options for the future development of the Premises but shall not be obligated to provide same.

9.3 Revenues generated from future development of the Premises are intended to support the Business Plan presented to the State and strengthen the programming potential for the theatre.

Article X. Miscellaneous Provisions

10.1 Entire Agreement. This Agreement and all Exhibits referenced herein are the entire agreement regarding this matter between the Parties. No prior agreements or oral understandings shall be valid.

10.2 Assignment. No transfer or assignment of the Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

10.3 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

10.4 Compliance with Laws, Ordinances, Codes and Rules/Regulations. Each party is responsible for compliance with all laws, including but not limited to all municipal, county and State ordinances, resolutions, regulations and laws which may be applicable to its respective activities and responsibilities under this Agreement.

10.5 Waiver. No waiver of any term or condition of this Agreement shall be deemed to be a subsequent waiver of any other term or condition. No delay or failure of a party to the Agreement to exercise a right under the Agreement shall constitute a waiver or abandonment of that right.

10.6 Amendment. Any changes to this Agreement must be made by mutual written agreement of both parties.

10.7 Recitals. The Recitals to this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

10.8 Recognition of Existing Agreements. The Parties recognize the County's contractual commitments under the Playhouse Lease Agreement. These contractual commitments and obligations were issued prior to the date of this Agreement and the documents governing same are hereby incorporated by reference.

10.9 Governing Law. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida, Miami-Dade County and the City of Miami, as are in effect or as may later be amended or modified. Should any provision in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, to conform with such laws, that same shall be deemed severable, and in either event the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.10 Venue. All disputes arising out of or in connection to this Agreement, or the Parties' relationship, shall be subject to exclusive jurisdiction and venue of the state or

federal courts located in Miami-Dade County, Florida, and the Parties consent to the exclusive jurisdiction and venue of these courts.

10.11 Public Records. The Parties recognize the public records laws applicable to this Agreement, which makes all materials communicated to or from public entities subject to disclosure under such laws unless otherwise exempted from disclosure or made confidential.

Any notice provided pursuant to the terms and provisions hereof shall be deemed to be delivered when sent by hand delivery, delivery service or by certified mail, return receipt requested, postage prepaid and received by the addressee. Notices shall be sent to:

If to the COUNTY: County Mayor
111 NW 1st Street, Suite 2900
Miami, Florida 33128

With a copies to: County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128

If to the MPA: Arthur Noriega V.
Chief Executive Officer
Miami Parking Authority
40 NW 3rd Street
Suite 1103
Miami, Florida 33128

With a copies to: City Attorney's Office
City of Miami
Miami Riverside Center
444 S.W. 2nd Avenue
9th floor
Miami, Florida 33130

If to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida:

Director's Office
Division of State Lands
3800 Commonwealth Blvd
Mail Station 100
Tallahassee, Florida 32399-3000

This Agreement was developed jointly by the County and MPA and the parties acknowledge that they will work together to realize the goals and objectives articulated in this document.

This Agreement may be executed in any number of counterparts with the same effect as if all Parties has executed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

MPA

MIAMI-DADE COUNTY

By: _____
Arthur Noriega V
Chief Executive Officer

By: _____
County Mayor

ATTEST:

ATTEST:

By: _____
Print:

By: _____
Clerk of the Board

APPROVED AS LEGAL FORM
AND CORRECTNESS:

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Victoria Méndez
City Attorney

County Attorney

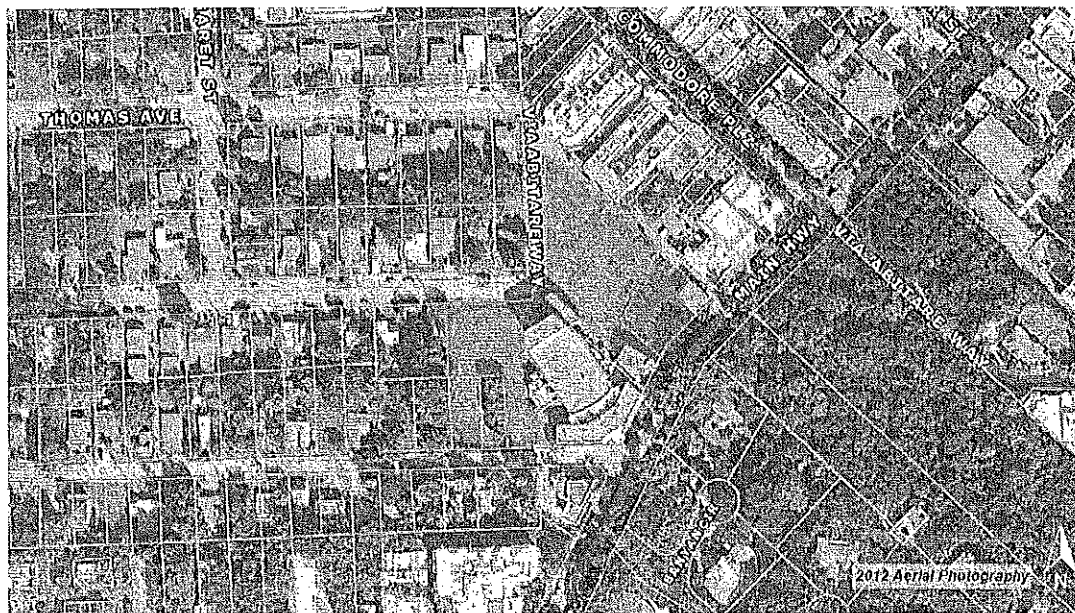
APPROVED AS TO INSURANCE
REQUIREMENTS:

Calvin Ellis
City of Miami Risk Management Director

Exhibit A
Playhouse Lease Agreement

See attached executed Coconut Grove Playhouse Lease Agreement.

Exhibit B
Premises




Legend:  Premises = Coconut Grove Playhouse Surface Parking Lot

Exhibit C
Memorandum of Understanding

See attached Memorandum of Understanding.

Exhibit D
Fee Structure

- I. **Management Fee.** Provided that gross parking revenues exceed one-hundred-five percent (105%) of the total approved Expenditures plus MPA's minimum monthly payment to the County, MPA shall receive an annual management fee in the amount of five percent (5%) of gross revenues.

- II. **Incentive Fee.** During the initial term of the Agreement, and in each subsequent renewal term, MPA shall be entitled to an annual incentive fee ("Incentive Fee"), as described herein.
 - a) Payment of the Incentive Fee shall begin in the year following the establishment of the initial baseline year. For the initial term of the Agreement the initial baseline year shall be the fiscal year, beginning October 1, 2014. In each subsequent renewal term of the Agreement, the baseline shall be reset; the baseline year shall be the first fiscal year of each renewal term, respectively.
 - b) The incentive fee shall be equal to ten percent (10%) of the annual Adjusted Gross Revenue Improvement. Adjusted Gross Revenue Improvement shall mean the increase in the Adjusted Gross Revenue during the then current year as compared to the Adjusted Gross Revenue of the prior year.
 - c) "Adjusted Gross Revenue" for the purpose of this section shall be defined as annual gross revenue, less any increase in annual Expenditures compared to the prior year.
 - d) The revenue of any additional parking structures as contemplated in Article IX, or system wide increases in fees shall not be considered increased revenue for the calculation of the Incentive Fee.
 - e) During each term of the Agreement, there shall be a "high water mark" such that MPA shall only be entitled to Incentive Compensation in years where the Adjusted Gross Revenue, exceeds the highest Adjusted Gross Revenue of any prior year in that term. The high water mark shall be reset after the initial term and in each subsequent renewal term.
 - f) The County shall pay MPA the Incentive Fee within ninety (90) days of year end and presentation of the audited financial statements.
 - g) This Incentive Fee shall continue to apply for any extension of this Agreement.

Exhibit E
Insurance Requirements

I. **Commercial General Liability (Primary & Non Contributory)**
The County must be shown as an additional insured on this policy

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Personal and Advertising Injury \$1,000,000

- B. Endorsements Required
 - Contingent & Contractual Liability
 - Premises & Operations Liability

II. **Business Automobile Liability**

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto/Owned Autos/Scheduled
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000

- B. Endorsements Required

III. **Worker's Compensation**

- Limits of Liability
- Statutory-State of Florida
- Waiver of subrogation

Employer's Liability

- A. Limits of Liability
 - \$100,000 for bodily injury caused by an accident, each accident.
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

November 19, 2013

CITY OF MIAMI, FLORIDA

vs.

COCONUT GROVE PLAYHOUSE LLC
 3500 MAIN HIGHWAY
 MIAMI, FLORIDA

Property Address: 3500 Main Highway
 Property folio: 01-4121-045-0140

1. Final Administrative Enforcement Order – *Case No. 0525914*, dated October 3, 2005; recorded in the Official Records Book 24336, Page 3521 of the Public Records of Miami-Dade County.
2. Final Administrative Enforcement Notice – *Case No. CE2010010661*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3939 of the Public Records of Miami-Dade County.
3. Final Administrative Enforcement Notice – *Case No. CE2010010560*, dated July 23, 2010; recorded in the Official Records Book 27396, Page 3948 of the Public Records of Miami-Dade County.
4. Final Administrative Enforcement Notice – *Case No. CE2008013495*, dated March 2, 2009; recorded in the Official Records Book 27329, Page 3691 of the Public Records of Miami-Dade County.
5. Final Administrative Enforcement Notice – *Case No. FF2010012659*, dated October 1, 2010; recorded in the Official Records Book 27546, Page 1526 of the Public Records of Miami-Dade County.
6. Order of the Office Hearing Boards – *Case No. CE2010010561*, Ticket No. 280308, dated February 18, 2011; recorded in the Official Records Book 27617, Page 0752 of the Public Records of Miami-Dade County.

CONDITIONAL MITIGATION AND PARTIAL RELEASE OF LIEN ORDER

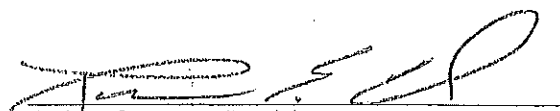
THIS CAUSE having been brought before the CITY OF MIAMI Code Enforcement Special Master, on November 19, 2013, and after considering the matter and being otherwise fully advised, it is hereby ORDERED AND ADJUDGED that all fines encumbering the above-referenced real property arising out of the listed Code Enforcement cases shall be conditionally mitigated to \$0.00 and the City of Miami (“City”) shall release the corresponding liens upon the above property, upon satisfaction of the conditions set forth below:

On or about October 8, 2013, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”), Florida International University Board of Trustees (“FIU”) and Miami-Dade County (“County”), entered into a Lease for the real property located at 3500 Main Highway, Miami, Florida (“Property”). By virtue of the Lease, the County and FIU have the authority to establish and operate a facility that presents arts, cultural, community, civic, governmental and educational activities for the benefit of the public.

To that end, FIU and the County shall present the State with a Management Agreement between FIU, the County and the Department of Off-Street Parking (“MPA”) for its approval, authorizing the MPA to manage and

operate the Parking Facilities upon the Property. The State shall approve the terms of the Management Agreement on or before February 28, 2014. FIU, the County and MPA shall execute the Management Agreement on or before March 31, 2014.

Should the State fail to approve the Management Agreement, or should FIU, the County and MPA fail to execute the Management Agreement after State approval, this Conditional Mitigation and Partial Release of Lien Order shall be deemed void and the fines and liens encompassed herein shall endure against the Property and shall be immediately due and payable. Specifically, this Conditional Mitigation and Partial Release of Lien Order does not affect the City's liens that attach to all other real and personal property that the violator, Coconut Grove Playhouse, LLC owns.


Code Enforcement Special Master
DARCEE S. SIEGEL



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

NOTICE

DATE: March 1, 2013

FROM: Tracy Peters, Senior Program Analyst
State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration

SUBJECT: NOTICE OF STATE-OWNED LAND FOR LEASE/SALE: Coconut Grove Playhouse
PID #01-4121-056-0030 - Building next to Playhouse
PID #01-4121-045-0140 - Playhouse
Dade County - Section 21, Township 54 South, South, Range 41 East
See attached legal description and map.

You are hereby notified that the state-owned land described in the attached legal description (the "Property") is currently being evaluated for lease or sale. Section 253.034(15), Florida Statutes, requires that before a building or parcel of land is offered for lease or sale to a local or federal unit of government or a private party, it shall first be offered for lease to state agencies, state universities and community colleges, with priority consideration given to state universities and community colleges. A state university or community college must submit a plan for review and approval by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") regarding the intended use of the Property before approval of a lease. If the Board of Trustees awards a lease to a state university, community college or state agency, Section 253.034(6)(h), Florida Statutes, requires the selected entity to have the Property under lease within six (6) months from the date of expiration of this notice.

If the Property is not leased pursuant to Section 253.034(15), Florida Statutes, Miami-Dade County, Florida may elect to purchase the Property in accordance with Section 253.111, Florida Statutes. If the County or other unit of government in which the Property is located elects not to purchase the Property, state universities, community colleges and state agencies with the statutory authority to hold title to real property may, in the alternative, purchase the Property and may contact our office for additional information including the conditions of sale.

In order to assist the State of Florida Department of Environmental Protection, Division of State Lands ("DSL") and the Board of Trustees in determining the highest and best use for the Property, please evaluate whether you have any interest in the Property. You should also evaluate, consistent with your jurisdictional authority and responsibility, whether there are any public benefits in retaining state ownership of the Property. Please complete and return the attached questionnaire to this office within forty-five (45) days of receipt of this notice and refer to the respective inventory number when making comments about the Property. Failure to respond within forty-five (45) days of receipt of this notice will indicate that you have no interest in the Property. Location maps have been attached for your convenience.

The Property will be leased or conveyed in an "AS IS, WHERE IS CONDITION," without warranties or representations. DSL has obtained Old Republic National Title Insurance Company Commitment Fund File Number 01-2012-016250A, a copy of which is attached hereto (the "Title Commitment") that identifies a number of encumbrances on the Property (the "Encumbrances").

In the event the Property is leased, it will be the lessee's responsibility to satisfy and/or obtain releases of those Encumbrances identified in Schedule B-1, Nos. 8-16, inclusive, and Schedule B-II, Nos. 6 and 8 of the Title Commitment at lessee's sole cost and expense. A fully executed lease shall be held in escrow and upon satisfaction and/or release of the Encumbrances identified in this paragraph, the fully executed lease will be delivered to the lessee. If the lessee does not satisfy and/or obtain a release of the Encumbrances identified in this paragraph within 3 months of the full execution of the lease, the fully executed lease shall be returned to the Board of Trustees and the lessee's right to lease the Property shall terminate. The lessee agrees to hold harmless the Board of Trustees and the State of Florida Department of Environmental Protection against any loss or damage that the lessee may suffer as a result of the Encumbrances. In the event additional encumbrances attach to the Property prior to the execution of the lease or during the term of the lease, it will be the lessee's responsibility to remove these additional encumbrances from the Property at lessee's sole cost and expense.

In the event of a sale of the Property, the purchaser agrees to hold harmless the Board of Trustees and the State of Florida Department of Environmental Protection against any loss or damage that the purchaser may suffer as a result of the Encumbrances.

DSL makes no warranties or representations whatsoever as to the condition of the Coconut Grove Playhouse or any other improvements located on the Property, or the fitness of either for any particular use or purpose.

If you should have any questions, please call me at (850) 245-2772.

/tp
Attachments

DATE: _____

TO: Florida Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Mail Station #130
Attn: Tracy Peters

SUBJECT: NOTICE OF STATE-OWNED LAND FOR LEASE/SUBLEASE/SALE:
Coconut Grove Playhouse
PID #01-4121-056-0030 - Building next to Playhouse
PID #01-4121-045-0140 - Playhouse
Dade County - Section 21, Township 54 South, South, Range 41 East

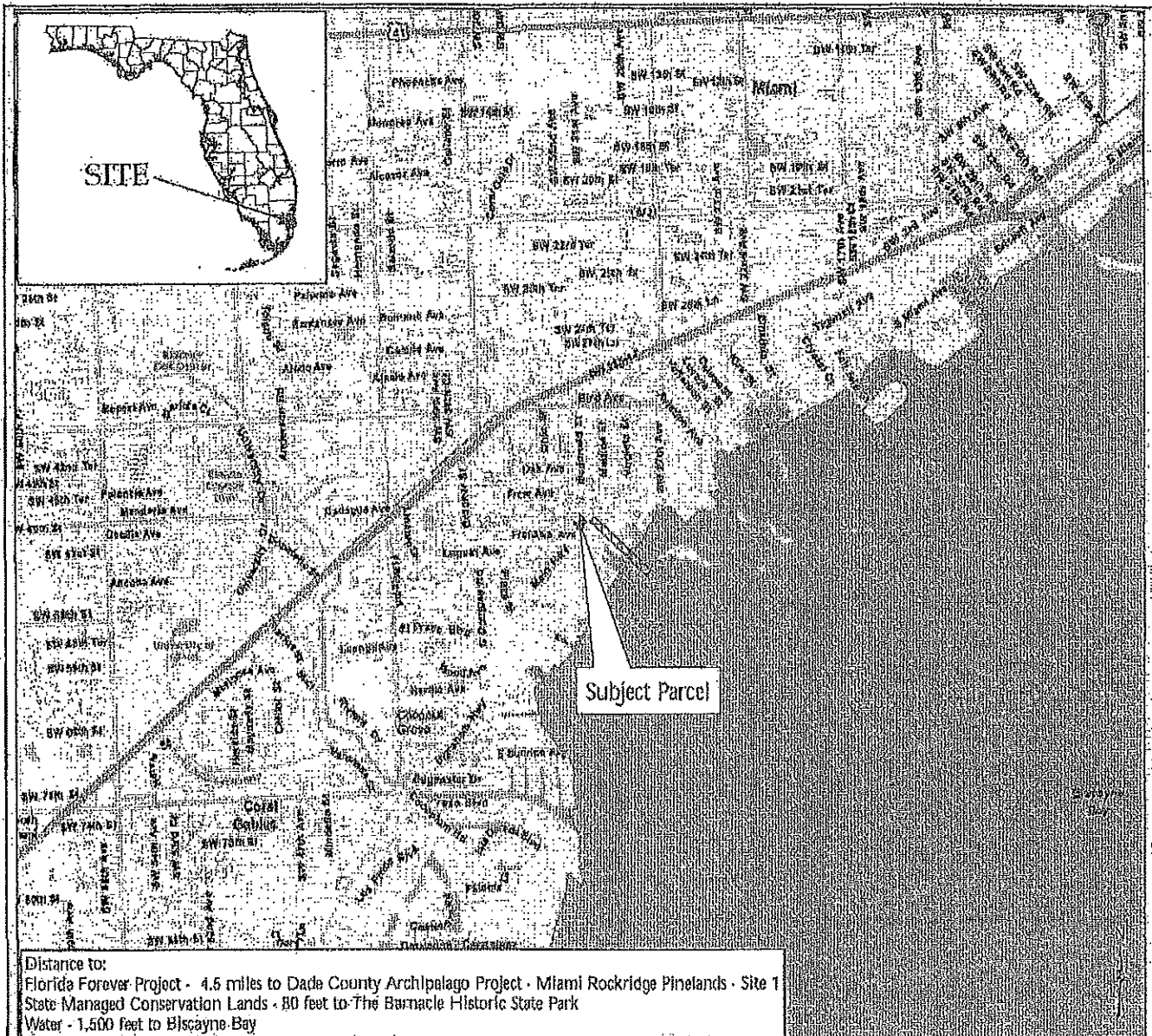
THE STATE SHOULD RETAIN OWNERSHIP BECAUSE:

- _____ CURRENT AGENCY NEED
- _____ ENVIRONMENTAL VALUE
- _____ RECREATIONAL VALUE
- _____ ARCHAEOLOGICAL SIGNIFICANCE
- _____ HISTORICAL SIGNIFICANCE
- _____ NO INTEREST

If your agency has a current need for this parcel(s) or recommends that this parcel(s) be retained in state ownership due to its environmental and recreational value or historical and archaeological significance, please provide appropriate documentation and refer to the respective inventory number.

(Use additional pages if necessary)

FROM: Signature: _____
Name: _____
Title: _____
Agency: _____
Department: _____
Division: _____
Address: _____
City, State, Zip: _____
Email Address: _____



STATE LANDS SURPLUS LAND SALE

Section 21, Township 54 South, Range 41 East

Miami-Dade County, Florida