

Meeting Date
9-16-14



AGENDA	
Section	Consent
Item No.	II.B.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Assignment and Assumption of Sublease Agreement from The Brevard Museum, Inc. to The Florida Historical Society, Re: Sublease Agreement for The Brevard Museum, Inc., - District 2
DEPT/OFFICE:	Parks and Recreation Department

Requested Action:
It is requested the Board approve and authorize the Chairman to execute an Assignment and Assumption of Sublease Agreement from The Brevard Museum, Inc. to The Florida Historical Society for the Sublease Agreement for The Brevard Museum, upon final approval by the Assistant County Attorney and Risk Manager.

Summary Explanation & Background:
On September 30, 1975 the City of Cocoa (City) and Brevard County (County) entered into a 30 year Lease Agreement for City owned property off of Michigan Avenue, Cocoa, FL. And, on the same date with the City's consent, the County and The Brevard Museum, Inc. (Museum) entered into a 30 year Sublease Agreement for a portion of the property for the Museum to construct, operate, and maintain a natural science and history museum and environmental teaching center. On August 1, 1989 the terms of the Lease Agreement and the Sublease Agreement were both amended to provide 99 year terms.

The Florida Historical Society (FHS) is in the process of acquiring the Museum to continue the operations and to further develop the Museum into a popular destination for residents and tourists to the City and County. The closing of this transaction is subject to FHS obtaining a new Lease from the City or an Assignment of Sublease Agreement from the Museum requiring the consent of the County and the City.

Approval and authorization for the Chairman to execute an Assignment and Assumption of Sublease Agreement from the Museum to FHS will facilitate FHS acquiring and continuing the operations of the Museum. The Assignment and Assumption of Sublease Agreement has been reviewed and approved by our Assistant County Attorney and Risk Manager; however, the Agreement is being reviewed by the Attorneys for the City, Museum, and FHS and modifications may be requested.

FISCAL IMPACT: FHS will operate and maintain the Museum and property at no expense to the County or City.

Clerk to the Board Instructions:

Exhibits Attached: Assignment and Assumption of Sublease Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Stockton Whitten	Assistant County Manager, Mel Scott	Department Director / Extension <i>Jack Masson</i> Jack Masson, Parks and Recreation Department Director, 321-633-2046, jack.masson@brevardparks.com
	Assistant County Manager, Venetta Valdengo <i>Venetta Valdengo</i>	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

M E M O R A N D U M

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.3., Assignment and Assumption of Sublease Agreement from The Brevard Museum, Inc. to The Florida Historical Society for the Sublease Agreement for The Brevard Museum, Inc.

The Board of County Commissioners, in regular session on September 16, 2014, approved the Assignment and Assumption of Sublease Agreement from The Brevard Museum, Inc. to The Florida Historical Society for the Sublease Agreement for The Brevard Museum, upon final approval by the Assistant County Attorney and Risk Manager. Enclosed are original and four certified copies of the Agreement for your action.

Upon execution by The Brevard Museum, Inc., The Florida Historical Society, and the City of Cocoa, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (5)

cc: EEL Program Manager
Contracts Administration
Finance
Budget



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.3., Assignment and Assumption of Sublease Agreement from The Brevard Museum, Inc. to The Florida Historical Society for the Sublease Agreement for The Brevard Museum, Inc.

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Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encls. (5)

cc: EEL Program Manager
Contracts Administration
Finance
Budget

*orig: Marsha ✓
cc: Agenda
Clerk
Back*

**AGREEMENT TO ASSIGN AND AMEND
SUBLEASE AGREEMENT**

THIS AGREEMENT TO ASSIGN AND AMEND SUBLEASE AGREEMENT (this "Assignment") is made as of this 16 day of September, 2014, by and between **THE BREVARD MUSEUM, INC.**, a non-profit corporation existing under the laws of the State of Florida ("Assignor"), **THE FLORIDA HISTORICAL SOCIETY**, a non-profit corporation existing under the laws of the State of Florida ("Assignee"), the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County") and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("City")

RECITALS

WHEREAS, Assignor, as Sublessee, the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida (County and City collectively referred to as "Sublessor") entered into that certain Sublease Agreement dated as of September 30, 1975, amended by that certain Amendment to Sublease dated August 1, 1989, copies of which are attached hereto as Exhibit "A" (as amended, the "Sublease"), for the rental of the property located at 2201 Michigan Ave., Cocoa, Florida 32926 (the "**Leased Property**"), whereby Assignor subleased the Leased Property from Sublessor; and

WHEREAS, Assignor desires to assign and Assignee desires to accept the assignment of all of Assignor's right, title and interest in and to the Sublease; and

WHEREAS, County and City have consented to the assignment of the Sublease as hereinafter provided on the condition that the Assignor and Assignee agree to amending the Sublease; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, County, and City (collectively referred to as the "Parties") hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Assignment and Assumption**. Assignor hereby conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Sublease. Assignee hereby accepts the foregoing assignment and hereby assumes all of Assignor's obligations under the Sublease. Assignee agrees to indemnify and hold harmless Assignor from any and all loss or liability under the Sublease having first occurred from the date of this Assignment forward. Assignor agrees to indemnify and hold Assignee harmless from any and all loss or liability under the Sublease having first occurred prior to the date of this Assignment.

3. **Continued Operation of the Grace and Albert Taylor Building**. Assignee covenants and agrees to continue the operation and maintenance of the Grace and Albert Taylor

Building as a public museum displaying the Taylor artifacts, and to preserve said artifacts for the duration of the Sublease, including any extension or extensions of the term of such Sublease all in accordance with the spirit and intent of the terms and provisions of the Grace Webster Taylor Trust and the Court Order attached herein as Exhibit B.

4. **Miscellaneous.** This Assignment contains the entire agreement between the Parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. This Assignment may be amended only by written agreement between the parties hereto. This Assignment and the construction and enforcement thereof shall be governed in all respects by the laws of the State of Florida. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, legal representatives, successors and permitted assigns. If any provision of this Assignment or any portion thereof shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or other remaining provisions.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed as original, but all of which, when taken together, shall constitute but one (1) and the same instrument, and this Assignment may be executed by any or all of the parties hereto and delivered by facsimile.

6. **Venue.** Venue for any legal action brought by any party to this Assignment to interpret, construe or enforce this Assignment shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

7. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Assignment each party shall bear its own attorney's fees and costs.

8. **Amendment to Paragraph 2.** The Parties agree to amend Section 2 of the Sublease. The current Section 2 of the Sublease shall be replaced with the following language:

Use of Leased Property: The Museum shall be permitted to use the Leased Property for the construction, operation and maintenance of a natural science and history museum, nature trails, environmental teaching center, programs related to environmental, science, archaeology and history education, and related ancillary activities. The Leased Property shall be open to the public and the hours of operation shall be mutually agreed upon between County and Museum. The Museum shall determine the admission costs for all portions of the Leased Property. It is specifically agreed and understood that the uses set forth herein shall be the only uses allowable under this Agreement and that any variance in such use shall require the written consent of the City and the County. The City hereby agrees and consents to the Sub-leasing and use of the Leased Property for the purposes hereinabove set forth.

9. **Amendment to Paragraph 8.** The Parties agree to amend Section 8 of the Sublease, and that the current Section 8 of the Sublease shall be replaced with the following language:

Indemnification and Insurance:

- A. *Indemnification of County.* The County shall be held harmless by Assignee against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Sublease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the County's sole negligence.

The Assignee agrees to indemnify the County and pay the cost of the County's legal defense, including fees of attorneys selected by the County and costs, for all claims described in hold harmless clause, herein. Such payment on behalf of the County shall be in addition to any all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- B. *Indemnification of City.* The City shall be held harmless by Assignee and the County against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Sublease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the City's sole negligence.

The Assignee and the County each agree to indemnify the City and pay the cost of the City's legal defense, including fees of attorneys selected by the City and costs, for all claims described in hold harmless clause, herein. Such payment on behalf of the City shall be in addition to any all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been paid under this Sublease for this hold harmless provision.

- C. *Insurance.* The Assignee agrees to provide and maintain at all times during the term of this Sublease, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Assignee against any and all claims, demands, or causes of action whatsoever for the injuries received and damage to property incurred in connection with the use, occupation and management or control of the Leased Property and any improvements thereon by Assignee. Such policies of insurance shall insure the Assignee in the amount not less than \$1,000,000.00 to cover any and all liability claims arising in connection with any particular accident or occurrence. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The Assignee shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized conducting said program(s).

The Assignee shall provide the described insurance on policies and with insurers acceptable to the County and licensed and authorized under the laws of the State of Florida. These insurance requirements shall not relieve or limit the liability of the

this Sublease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names as of the day and year first written above.

Signed, sealed and delivered in the presence hereof:

ASSIGNOR:

THE BREVARD MUSEUM, INC., a Florida non-profit corporation

Marsha Cantrell
Print Name: Marsha Cantrell

By: Nancy Rader
Name: Nancy Rader
Title: Executive Director

Matthew Fuhner
Print Name: Matthew Fuhner

ASSIGNEE:

THE FLORIDA HISTORICAL SOCIETY, a Florida non-profit corporation

Marsha Cantrell
Print Name: Marsha Cantrell

By: Ben Brotemarkle
Name: Ben Brotemarkle
Title: STATE OF FLORIDA Executive Director
COUNTY OF BREVARD

Matthew Fuhner
Print Name: Matthew Fuhner

This is to certify that the foregoing is a true and current copy of Agreement witness my hand and official seal this 19 day of September 2014
SCOTT ELLIS, Clerk of Circuit Court

Signed, sealed and delivered in the presence hereof:

COUNTY:

BY Scott Ellis D.C.

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

Print Name: _____

By: May Bolin Lewis
(As approved by the Board on 9-16-2014 .)
Attest: Scott Ellis

Print Name: _____

Scott Ellis, Clerk

Reviewed for legal form and content:

Matthew Soss
Matthew Soss, Assistant County Attorney

Assignee. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Assignee's interest or liabilities, but are merely minimums.

A certificate of insurance indicating that the Assignee has coverage in accordance with the requirements of the Sublease shall be furnished by the Assignee to the Brevard County Parks and Recreation, Central Area Parks Operations Manager, 840 Forrest Avenue, Florida, 32922, prior to commencement of operations at the Leased Property.

All personal property housed or placed at the facilities shall be at the risk of Assignee, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Assignee agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Assignee's interest therein.

10. **Amendment to Paragraph 13.** The Parties agree to amend Section 13 of the Sublease. The current Section 13 of the Sublease shall be replaced with the following language:

Attorney's Fees: In the event of any legal action to enforce the terms of this Sublease each party shall bear its own attorney's fees and costs.

11. **Addition of a Paragraph 18.** The Parties agree to the addition of a Section 18 to the Sublease. Section 18 shall be titled "Governing Law," and shall consist of the following language:

Governing Law: This Sublease shall be deemed to have been executed and entered into within the State of Florida and this Sublease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

12. **Addition of a Paragraph 19.** The Parties agree to the addition of a Section 19 to the Sublease. Section 19 shall be titled "Venue," and shall consist of the following language:

Venue: Venue for any legal action brought by any party to this Sublease to interpret, construe or enforce this Sublease shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

13. **Addition of a Paragraph 20.** The Parties agree to the addition of a Section 20 to the Sublease. Section 20 shall be titled "Right to Audit Records," and shall consist of the following language:

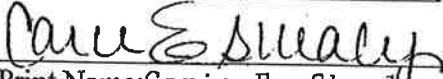
Right to Audit Records: In the performance of this Sublease, the Assignee shall keep books, records, and accounts of all activities, related to this Sublease, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Sublease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Assignee for a period of three (3) years after termination of the Sublease. All records, books, and accounts related to the performance of

CITY:

THE CITY OF COCOA, a municipal corporation
existing under the laws of the State of Florida

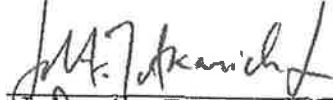


Print Name: Matthew J. Fuhrer



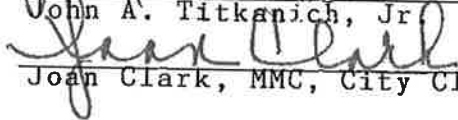
Print Name: Carie E. Shealy

By:



John A. Titkanich, Jr.

Attest:



Joan Clark, MMC, City Clerk

SUBLEASE AGREEMENT

THIS AGREEMENT made and entered into this 30th day of September, 1975, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", THE BREVARD MUSEUM, INC. a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as "Museum", and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City".

W I T N E S S E T H

WHEREAS, the City and the County did on September 30, 1975, make and enter into a Lease Agreement as Lessor and Lessee respectively, for property located in Brevard County, Florida; and

WHEREAS, the Museum desires to sublease from the County a portion of said property described as follows:

Commencing at the Southeast corner of the North Half (N ½) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Public Records of Brevard County, Florida, thence N 00° 04' 18" W along the East line of said Section 19, a distance of 1146.03 feet; thence S 89° 33' 22" W a distance of 2651.14 feet to a point on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, Public Records of Brevard County, Florida, said point also being the Point of Beginning of this description: thence N 29° 20' 37" W along the East line of said Block 9, a distance of 375.00 feet; thence N 89° 33' 22" E a distance of 400.00 feet; thence N 08° 27' 14" W a distance of 425.35 feet to a point, said point also being the Southwest Corner of Lot 14, Block 7, College Green Estates Unit 3; thence Northeasterly, Easterly and Southeasterly along the Southerly line of the said Block 7, 1055.71 feet to the Southeast Corner of Lot 1 of said Block 7; thence S 4° 21' 20" W 358 feet, more or less, to the waters of Clearlake, thence Southwesterly along the waters edge of the said Clearlake 925 feet, more or less, to a point which bears N 89° 33' 22" E from the Point of Beginning of this description; thence S 89° 33' 22" W 552 feet, more or less, to the Point of Beginning;

hereinafter referred to as "leased property", and

WHEREAS, the provisions of said Lease Agreement provided for the use of the leased property as a public recreational facility: and,

WHEREAS, the provisions of said Lease Agreement prohibited subletting without the prior written consent of the Lessor, and

WHEREAS, the Museum desires to utilize the leased property for nature trails and as an observation area for classes conducted in the natural sciences in conjunction with a natural science and history museum and environmental teaching center to be constructed by the Museum on property adjacent thereto.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. Term: The County hereby leases, and the City hereby agrees to the leasing to the Museum of the leased property for a term of thirty (30) years commencing with the date of execution of this Sublease Agreement, for the sum of One Dollar (\$1.00) per year or any part thereof, payable in advance on October 1st of each and every year during said term.

2. Use of Leased Property: The Museum shall use the leased property for the construction, operation and maintenance of nature trails and as an observation area for classes in the natural sciences and other activities related to the construction, operation and maintenance of a natural science and history museum and environmental teaching center. It is specifically agreed and understood that the use herein set forth shall be the only use allowable under this Agreement and that any variance in such use shall require the written consent of the City and County. The City hereby agrees and consents to the Sub-leasing and use of the leased property for the purposes hereinabove set forth.

3. Museum and Environmental Teaching Center: It is hereby mutually agreed and understood that the primary consideration for execution of this Agreement is the expressed intent of the

Museum to construct, operate and maintain a natural science and history museum and environmental teaching center, hereinafter referred to as "Complex", on the following-described property:

Commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 19, Township 24 South, Range 36 East, Brevard County, Florida; thence N $00^{\circ} 07' 10''$ W along the East line of the Northwest $\frac{1}{4}$ (NW $\frac{1}{4}$) of said Section 19, a distance of 1146.00 feet, to the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence run N $29^{\circ} 20' 37''$ W along the East line of said Block 9, a distance of 375.00 feet to the Point of Beginning; Thence continue N $29^{\circ} 20' 37''$ W along the East line of said Block 9, a distance of 336.50 feet to the Northeast corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way line of Michigan Avenue; thence run N $63^{\circ} 13' 03''$ E along the South right-of-way line of Michigan Avenue, a distance of 470.45 feet to the Northwest corner of Lot 14, Block 7, College Green Estates Unit 3 plat; thence run S $45^{\circ} 17' 27''$ E along the West line of said lot 14 a distance of 116.00 feet to the Southwest corner thereof; thence run S $08^{\circ} 27' 14''$ E a distance of 425.35 feet to a corner; thence run S $89^{\circ} 33' 22''$ W a distance of 400.00 feet to a point on the East line of Block 9, of College Green Estates Unit 3, and the Point of Beginning

In the event construction of the Complex is not commenced within three (3) years of the date of execution of this agreement, or in the event construction once commenced is not diligently pursued to completion, this agreement shall become null and void and of no effect and any interest of the Museum in and to the leased property shall be extinguished forthwith.

4. Improvements: The plans and specifications for all improvements, structures, landscaping and facilities made by the Museum on the leased property shall be submitted to and approved by the County prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby agreed and understood that any building or structure placed or constructed on the leased property and permanently attached thereto, shall become the property of the County upon termination of this Agreement, whether by breach or by expiration of its natural term, (inclusive however, of any extension or extensions of this Sublease Agreement pursuant to the provisions of Section 15 hereof.

The Museum shall not remove any of said buildings or structures and will execute any and all papers necessary to effect transfer of title to said buildings or structures to the County free and clear of all liens, encumbrances or other claim or interests held thereon by any person whatsoever.

5. Utilities: The Museum shall pay all charges for electricity, light, heat, power, telephone and other utility services supplied to the Museum at the leased premises.

6. Repairs and Maintenance: The Museum shall, at its own expense, maintain the grounds and all improvements, buildings, structures and facilities on the leased property and make all necessary repairs and replacements to the leased property and to any improvements constructed thereon. Such maintenance, repairs, and replacements shall be made promptly as and when necessary. All maintenance, repairs and replacements shall be in a quality and class at least equal to the original work. The Museum agrees to keep the leased property free and clear of any obstruction, rubbish or litter.

7. Illegal, Unlawful or Improper Use: The Museum shall make no unlawful, improper, immoral or offensive use of the leased property nor will the Museum use the leased property or allow the use of the leased property for any purpose other than that hereinabove set forth. Failure of the Museum to comply with this provision shall be considered a material default under this lease.

8. Indemnification and Insurance: The Museum agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the leased property or any improvement thereon or the furniture, furnishings, equipment and fixtures used in connection with the leased property. The Museum agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with the leased property and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceeding.

the purpose of inspecting such property or performing other duties as required by law or by the terms of this lease.

10. Compliance with Statutes: The Museum shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the leased property.

11. Covenants against Assignments and Subletting: The Museum may not assign or sublet any of the leased property without the written consent of the City and the County.

12. Default: The Museum understands and agrees that this Agreement is made upon the express condition that should the Museum abandon or vacate the leased property or fail or neglect to perform or observe any or all of the applicable covenants contained herein and in that certain Lease Agreement executed by the City and the County on September 30, 1975, a copy of which is attached hereto and made a part hereof by this reference, this Agreement shall, at the option of the County, become null and void upon thirty (30) days written notice to the Museum.

13. Attorney's Fees: The Museum hereby agrees to pay reasonable attorney's fees, court costs and any other costs of eviction or collection in which the County is successful in a court of competent jurisdiction.

14. Surrender: Upon the last day of the lease term, including any extension or extensions of such term pursuant to the provisions of Section 15 hereof, the Museum shall peaceably and quickly leave the leased property in good order and repair.

15. Renewal of Sublease: Prior to the end of the thirty (30) year term of this Sublease Agreement, the parties hereto (including their successor or successors) may by negotiation extend the term of this Sublease Agreement for such additional period or periods as they, by mutual accord, may agree upon.

16. Administration: The interest of the County under the terms of this Agreement shall be administered by the Coordinator, Brevard County Recreation and Parks Division, or his duly authorized

representative.

17. Notice: Notice under this Sublease Agreement shall be given to the County at the offices of the Administrative Director, Brevard County Courthouse, Titusville, Florida 32780 and to the Museum at FRED D. LEONE
Attorney at Law
P. O. Box 1536
Cocoa, Fla. 32922 and to the City at P. O. Box 1750, Cocoa, Florida 32922

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30th day of September, 1975.

Signed, sealed and delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

[Signature]

By: [Signature]
Lee Wanner, Chairman

[Signature]

Attest: [Signature]
Curtis R. Barnes, Clerk

THE BREVARD MUSEUM, INC.

[Signature]

By: [Signature]

[Signature]

Attest: [Signature]
CITY OF COCOA

[Signature]

By: [Signature]

[Signature]

Attest: [Signature]
CITY OF COCOA

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lee Wenner and Curtis R. Barnes, to me known and known to be the persons described in and who executed the foregoing Sublease Agreement as Chairman and Clerk, respectively, of the Board of County Commissioners of Brevard County, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board, and that said Sublease Agreement is the act and deed of said Board.

WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of September, 1975.



Bernadette S. Parker
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Commission Expires May 10th, 1976

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James B. Heady and Kathryn A. Caldwell, to me known and known to be the persons described in and who executed the foregoing Sublease Agreement as Mayor and City Clerk respectively, of the City of Cocoa, a municipal corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said City and that said Sublease Agreement is the act and deed of said City.

WITNESS my hand and official seal in the State and County last aforesaid, this 16th day of September, 1975.



Fred D. Leone
Notary Public
State of Florida at Large

My Commission Expires Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Issued by Vernon Lee & County Co.

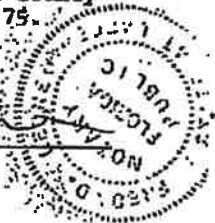
STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared T. C. Anderson and Ralph J. Horne, to me known and known to be the persons described in and who executed the foregoing Sublease

Agreement as President and Vice-President respectively, of the Bravard Museum, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Sublease Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of July, 1975.

Richard J. ...
Notary Public
State of Florida at Large



(NOTARIAL SEAL)

My commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Bonded By American Fire & Casualty Co.

This Instrument Prepared By:
William H. Arnold
Assistant County Attorney
P. O. Box 157
Titusville, Florida 32780

AMENDMENT TO SUBLEASE AGREEMENT

Amendment to Sublease Agreement dated September 30, 1975 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (County), the BREVARD MUSEUM, INC., a non-profit corporation existing under the laws of the State of Florida (Museum) and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida (City).

WITNESSETH

WHEREAS, the City and County entered into a lease agreement as Lessor and Lessee respectively on September 30, 1975; and

WHEREAS, the Museum and County entered into a sublease agreement with the City's permission; and

WHEREAS, the Museum anticipates expanding the museum facilities; and

WHEREAS, the Museum requires a longer period of control of the property;

NOW, THEREFORE, the parties agree that:

1. Paragraph 1 of the sublease agreement recorded at O.R. Book 1565, page 250, and dated September 30, 1975, is amended to provide a term of 99 years from the date of the execution of this Amendment to the sublease agreement for the sum of \$1.00 per year or any part thereof, payable in advance on October 1 of each and every year during the 99 year term.

2. All remaining provisions of the sublease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, 1989.

Signed, Sealed and Delivered
in the presence of:

Bernie Elliott
Witness
Ramsey Bennett
Witness

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: *Carol A. Senne*
Roger W. Dobson, Chairman

ATTEST:
R. C. Winstead, Jr.
R. C. Winstead, Jr., Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Senne to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of August, 1989.



(Notary Seal)

Bernie Elliott
Notary Public, State of
Florida at large
Notary Public, State of Florida
My Commission Expires May 10, 1992
My Commission Expires:

Michael Runstein
Witness
Kathleen A. Geiger
Witness

THE BREVARD MUSEUM, INC.

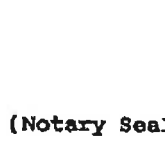
By: *Carol A. Geiger*, President
Carol A. Geiger, President

ATTEST:
Nancy J. Swinton

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Geiger to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of July, 1989.



(Notary Seal)

Bernie Elliott
Notary Public, State of
Florida at large
Notary Public, State of Florida
My Commission Expires Feb. 29, 1990
My Commission Expires:
Bounded by Security Band Assoc. 1988, et al.

Henry D. Williams
Witness
Alvin Will
Witness

CITY OF COCOA, FLORIDA

By: John Wood
Mayor

ATTEST:

Linda C. Krukowski

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda C. Krukowski to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of June, 1989.

Beth A. Hines
Notary Public, State of
Florida at large

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 11, 1992
BONDED THRU GENERAL INV. 002.

EXHIBIT B

IN THE CIRCUIT COURT, EIGHTEENTH
JUDICIAL CIRCUIT, IN AND FOR
BREVARD COUNTY, FLORIDA

- FILE NUMBER: 16431

4019863351
IN RE: GRACE WEBSTER TAYLOR
TESTAMENTARY TRUST.

COPY

ORDER MODIFYING JUDGMENT ENTERED JUNE 19, 1975

THIS MATTER was heard upon the Petition for Modification of Judgment filed herein by FIRST UNION NATIONAL BANK OF FLORIDA, as successor in interest to FLORIDA FIRST NATIONAL BANK OF JACKSONVILLE. The Court has reviewed the file on this matter, has consulted with counsel, has considered that Florida Statutes, Section 737.101 has been amended such that trustees of trusts are no longer required to file annual accountings with the Circuit Court, and being otherwise fully advised, it is

ORDERED:

1. First Union National Bank of Florida, as the Trustee to the Grace Webster Taylor Testamentary Trust, is no longer required to file annual accountings with the Circuit Court or with the State Attorney.
2. First Union National Bank of Florida shall continue to compile annual accountings and make such accountings available to the Court or the Brevard County State Attorney upon the request of either.

DONE AND ORDERED in Chambers, at Titusville, Brevard
County, Florida, this 7 day of April, 1995.

/s/John Antonio II

CIRCUIT JUDGE

Copies to:

Ms. Ailish O'Connor, Attorney
Hand, Drew, Showalter, Mercier,
Kelly & McCaulie, P.A.
200 West Forsyth Street, Suite 1020
Jacksonville, Florida 32202

Brevard State Attorney's Office
Attention: Philip Archer, Esquire
Brevard County, Florida
700 South Park Avenue
Titusville, Florida 32780

First Union National Bank of Florida
Attention: Mr. Allen T. Whitham
P. O. Box 44203
Jacksonville, Florida 32231-4203

1011144/0-0-001

IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT
BREVARD COUNTY, FLORIDA

File No. 18431

IN RE: GRACE WEBSTER TAYLOR
TESTAMENTARY TRUST

FILED IN OFFICE
JUN 19 4 25 PM '75
CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLORIDA

JUDGMENT

This cause has been considered by this Court upon the petition of the Florida First National Bank of Jacksonville, as sole Trustee under the Testamentary Trust created under the Last Will and Testament of Grace Webster Taylor, deceased, for construction of the Will and for approval of the carrying out of the charitable objectives thereof, and for judgment on related matters, and upon the appearance of the State Attorney of the Eighteenth Judicial Circuit, Brevard County, State of Florida, at this hearing, and upon his consent to the matters contained in this Judgment granting said petition, and upon a full and complete hearing on all of the matters dealt with in said petition, and the Court being fully advised in the premises, makes the following findings:

FINDINGS OF FACT

1. Grace Webster Taylor died testate, a resident of Cocoa, Brevard County, Florida on December 27, 1945.
2. The Last Will and Testament of Grace Webster Taylor was probated in the Brevard County Judge's Court on January 5, 1946.
3. Contained in the said Last Will and Testament was a Testamentary Trust which was established on or about March 27, 1947 with the Petitioner herein as the sole Trustee.
4. In the said Testamentary Trust the Testatrix, Grace Webster Taylor, evidenced a general charitable intent with the expression of specific charitable purpose and manner in which such intent should be carried out.

5. The primary charitable purpose expressed by the Testatrix was the establishment of a family memorial building designated as the Taylor Community House to be situated in the City of Cocoa, Florida.

6. The Testatrix expressed a desire that the Taylor home place be used for this charitable purpose.

7. In litigation following the Testatrix's death the Taylor home place was determined to be homestead property and passed to the Testatrix's stepdaughter, thereby becoming unavailable for this charitable purpose.

8. In the event the Taylor home place proved to be unavailable the Testatrix authorizes the use of the other Taylor properties in Edgewater, Cocoa for such family memorial building, giving the broadest discretion to the Trustee as to whether to use existing buildings, to remodel or to construct an entirely new building.

9. The Testatrix suggests that the Taylor memorial building might be of two stories to include restrooms, a reading room on the first floor and the housing of items of historical interest to the public on the second floor. Authority is given for the employment of caretakers and for the charging of admission to defray expenses.

10. The Testatrix authorizes the Trustee to work with the City of Cocoa in the furtherance and management of this charitable project with possible joint ownership in the land.

11. Any trust income remaining after the carrying out of this primary charitable trust objective is directed by the Testatrix to be expended, to the extent of not less than 50 percent thereof annually, to help the needy, ill, unfortunate and indigent people in the City of Cocoa with the remainder of such income, in the discretion of the Trustee, to be added to trust corpus.

12. The Testatrix grants broad powers under her will to the trustee, including the following:

(e) Generally to exercise for the benefit of my estate and the trusts hereby created in respect to any property constituting part thereof, all rights, powers and privileges at every time and place which might or could be exercised by one owning such property absolutely and in his own right, and to enter into such contracts and execute such written instruments as it may deem advisable in connection with the exercise of the foregoing powers, or any of them, and to include therein such covenants, terms and conditions as to it may seem proper. I authorize my Trustee to construct, take, remodel and reconstruct a building, or buildings, from time to time, in its discretion, on my trust properties.

13. Based on the information and evidence presented to the Court, the Court finds that the available Taylor properties in downtown Cocoa are unsuitable as a site for the Taylor memorial building.

14. Based upon the facts and evidence presented, the Court finds that the four-acre tract designated and described in the petition in these proceedings is suitable to the location of the Taylor memorial building.

15. The Court finds that the name Grace and Albert Taylor Building is an appropriate designation for the Taylor Family memorial and within the charitable intent of the Testatrix.

16. The Court recognizes and finds that the Testamentary Trustee is within its powers and authorizations to employ the public charitable organization known as The Brevard Museum, Inc. as an Agent in the carrying out of the construction, maintenance and continued day-to-day operation of the Grace and Albert Taylor Building.

17. The Court finds that the Sublease from the County of Brevard under Lease from the City of Cocoa of the designated four-acre site for the Grace and Albert Taylor Building is within the intent of the Testatrix and within the powers and authorizations granted in her Will.

18. The general charitable intent and the specific purpose of the ~~testatrix~~, all as expressed and authorized in her Will, is being carried out and implemented in the proposals of the ~~trust~~, specifically including the arrangements ~~set forth~~ in the Special Agency Agreement attached as Exhibit A to the petition and in respect to the Sublease Agreement attached as Exhibit C to the petition.

19. The State Attorney is a party to these proceedings by representing the needy, ill, unfortunate or indigent people in the City of Cocoa provided for under Item Sixth(a) of the Will, pursuant to Section 737.251, Florida Statutes.

20. This is a charitable trust within the meaning of Sections 691.11 and 737.251, Florida Statutes, and accordingly the State Attorney is a proper party to these proceedings.

21. The Court has before it all of the parties to this proceeding, inasmuch as the other heirs, devisees and legatees are not interested in this proceeding nor entitled to notice hereof in the absence of any reverter clause in the Will.

NOW, THEREFORE, IT IS CONSIDERED, ORDERED, AND ADJUDGED AS FOLLOWS:

1. This Court has jurisdiction of the parties and of the subject matter of this cause.

2. This is a charitable trust within the meaning of Sections 691.11 and 737.251, Florida Statutes, and accordingly the State Attorney is a proper party to these proceedings.

3. The Court has before it all of the parties to this proceeding, inasmuch as the other heirs, devisees and legatees are not interested in this proceeding nor entitled to notice hereof in the absence of any reverter clause in the Will.

4. The equities of the cause are with the Petitioner, and it is entitled to the relief prayed for in the petition.

5. Petitioner shall file annual accountings starting with calendar year 1975, with copy to Brevard State Attorney and shall not transfer its interest in the Grace and Albert Taylor Building, 1333 1/2 S. Roberts without prior Court approval and final accounting.

[Handwritten signature]

5. The original manner in which the specific charitable intent of the instrument is expressed has become impractical through the passage of time and other factors and can only be carried out successfully with the variances herein set forth.

6. Accordingly, the following are specifically approved by the Court:

(a) The establishment of the Grace and Albert Taylor Building by that name.

(b) The document entitled Special Agency Agreement substantially in the form attached as Exhibit B to the petition, together with the execution thereof by the Petitioner.

(c) The Sublease Agreement in substantially the form attached as Exhibit C to the petition herein and to the execution thereof by the Petitioner.

(d) The construction, establishment, operation and maintenance of the Grace and Albert Taylor Building on the four-acre leasehold premises.

7. Petitioner is specifically authorized and directed to forthwith proceed with the construction, establishment, operation and maintenance of the Grace and Albert Taylor Building under the arrangements and procedures as set forth herein as implemented by the documents herein approved, and to take all actions and do all things necessary, expedient and reasonable in respect thereto.

8. The authorizations, procedures and actions as approved herein are determined to be in the best interest of the Taylor Testamentary Trust and of the charitable beneficiaries thereof, and are determined to conform in as close proximity to the terms of the Taylor Will as is reasonably possible.

DONE AND ORDERED at Titusville, Brevard County,

Florida this 19 day of June, 1975.

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.
GUNTIS R. DANFELS, Clerk Circuit and County Court

[Signature]
Notarized & Record Verified, Curtis E. Barnes, Not. Public
By *[Signature]* DC

RECEIVED
JUN 23 1975
CIVIL DIVISION
CLERK OF CIRCUIT COURT
TITUSVILLE, FLORIDA

SPECIAL AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 21st day of July, 1975 by and between THE BREVARD MUSEUM, INC., a corporation not for profit organized and existing under the laws of the State of Florida with its principal office in the City of Cocoa, Brevard County, Florida (herein called "AGENT"), and the FLORIDA FIRST NATIONAL BANK OF JACKSONVILLE, Jacksonville, Florida, as Trustee of the testamentary trust created under the Last Will and Testament of Grace Webster Taylor, Deceased, having its principal office in Jacksonville, Duval County, Florida (herein called "PRINCIPAL").

W I T N E S S E T H:

WHEREAS, AGENT (formerly known as Friends of the Brevard County Museum, Inc., prior to charter amendment on May 27, 1974) is a Florida corporation not for profit organized under the laws of Florida on September 10, 1969;

WHEREAS, the purposes of AGENT are stated in its Charter as follows:

ARTICLE II - PURPOSES

To found, maintain and perpetuate museum facilities to serve the educational and cultural needs of Brevard County, Florida, and to do all things liberally interpreted as being incidental to such purpose;

WHEREAS, AGENT has indicated its desire to carry out its object and purpose by acting as AGENT for PRINCIPAL in the construction, maintenance and operation of a public museum to be situated in Brevard County, Florida;

WHEREAS, the Trust of which PRINCIPAL is the Trustee was created under the Last Will and Testament of Grace Webster Taylor, Deceased, who died a resident of the City of Cocoa, Brevard County, Florida on December 27, 1945;

WHEREAS, the primary objective of PRINCIPAL is the establishment of a public community house or museum in Brevard County, Florida, to be known and designated as the "GRACE AND ALBERT TAYLOR BUILDING";

WHEREAS, the original situs selected by the aforesaid Decedent for said museum building was the Taylor Home Place in Cocoa, Florida;

WHEREAS, the Taylor Home Place was lost to the Decedent's Estate as a result of litigation brought by the Decedent's step-daughter in the Courts following the Decedent's death;

WHEREAS, PRINCIPAL, in view of the loss of said Taylor Home Place site, has accumulated and set aside funds for the specific purpose of establishing a museum as soon as funds are adequate and suitable facilities are available;

WHEREAS, contemporaneous with this Agreement, a sublease is being entered into between the Board of County Commissioners of Brevard County, Florida, and the City of Cocoa, Florida, as sublessor and lessor, respectively, and AGENT and PRINCIPAL as lessees, of an approximate four-acre tract, more or less, suitably situated to the establishment of a public museum for a term of thirty (30) years at a rental of One (\$1.00) Dollar per year;

WHEREAS, the principal office of PRINCIPAL is situated in the City of Jacksonville, Florida, and the principal office of AGENT is situated in the City of Cocoa, Florida, where the said museum is to be constructed;

WHEREAS, PRINCIPAL is desirous of now going forward, with the active assistance and cooperation of AGENT, as more particularly and specifically authorized hereinafter, with the construction, operation and maintenance of a museum on the said leasehold premises, provided that a Court of competent jurisdiction will, on petition and order, give its

approval and sanction to PRINCIPAL for such action as a reasonable interpretation and implementation of the terms and provisions of the aforesaid Dependent's testamentary trust; and

WHEREAS, the public response exhibited by the people of Cocoa through their City Government, through their membership in AGENT, and as otherwise indicated, is now conducive to the establishment of such a museum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein entered into, the parties hereto hereby agree and covenant as follows:

1. Creation of Agency.- PRINCIPAL hereby designates and appoints AGENT as its special Agent solely for the carrying out and accomplishment of the purposes and objects hereinafter enumerated.

2. Purpose and Object.- The common purpose of the PRINCIPAL and the AGENT hereunder is the construction, operation and maintenance of a public museum in Brevard County, Florida to be situated on the real property hereinabove described and to be known and designated as the "GRACE AND ALBERT TAYLOR BUILDING" (herein sometimes called Museum).

3. Authorization of Agent.- PRINCIPAL hereby authorizes AGENT to act for PRINCIPAL in respect to the construction, operation and maintenance of Museum and all matters directly related thereto. Said authorization shall include the disbursement of funds for architectural fees, construction costs, surveys, compensation of museum employees, including but not limited to guides, caretakers and security personnel, and all other expenses pertaining to said construction, operation and maintenance: PROVIDED, however, that all such disbursements shall be made only at such time, in such amount and such manner as PRINCIPAL may from time to time approve and direct in writing and PRINCIPAL shall have no liability for any such disbursements in the absence of such prior written approval.

4. Prior Approval of All Plans and Expenditures.-

AGENT shall submit in advance to PRINCIPAL for the approval of PRINCIPAL all plans, and expenditure budgets or estimates pertaining thereto, for the construction, maintenance and operation of Museum, and shall not proceed until it has the written approval of PRINCIPAL to such plans and expenditures, and PRINCIPAL shall have no liability for any such expenses in the absence of such prior written approval.

5. Utilities, Repairs and Maintenance.- AGENT

shall submit to PRINCIPAL for prior written approval all anticipated expenses for utilities, repairs and maintenance in respect to Museum, and PRINCIPAL shall have no liability in respect to such expenses in the absence of such prior written approval to AGENT.

6. Limitation of Liability.- PRINCIPAL, as the

fiduciary of said Trust, shall have no greater overall financial liability in respect to Museum than the assets of said Trust which are available under the terms and provisions of said Trust to pay such liability, all as construed by a Court of competent jurisdiction. Any funds received by PRINCIPAL from AGENT, or from a governmental entity, or from the public at large shall be subject to such liabilities.

7. Mortgage Liability.- The Museum property may

not be mortgaged or hypothecated during the construction of the building and for a period thereafter including one full calendar year of public operation. In the event any mortgage liability should be incurred in respect to Museum at any time PRINCIPAL shall have no liability in respect thereto.

8. Indemnification and Insurance.- AGENT agrees

that it will indemnify and save harmless PRINCIPAL from any and all liability, claims, damages, proceedings and causes of action arising out of or connected with the use, occupation, management or control of Museum and the furniture, furnishings, equipment and fixtures contained therein or used in connection therewith, to the extent that said liabilities exceed insurance

coverage on said property and available assets of PRINCIPAL to pay same. AGENT further agrees to provide and maintain at all times during the term of this Agreement, without cost to PRINCIPAL, policies of insurance generally known as public liability policies insuring PRINCIPAL against any and all claims, demands or causes of action whatsoever for injuries received or damage to property in connection with the use, occupation, management and control of the museum and its contents. Such policies of insurance shall insure PRINCIPAL in an amount not less than One Hundred Thousand (\$100,000.00) Dollars to cover the claims of any one person from any single or specific cause and in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars to cover any and all claims in connection with one particular action or occurrence that may arise or be claimed to have arisen against PRINCIPAL. In addition, AGENT shall carry and maintain without cost to PRINCIPAL during the continuance of this Agreement comprehensive property damage insurance in the amount of the cost or value, whichever is the greater, of Museum, together with insurance on and during the construction of Museum equal to the greater of cost or value of such construction prior to the completion of the building.

9. Construction Time Limitation. Time shall be of the essence of this Agreement. Construction of Phase One (1) of Museum shall be completed within three (3) years from the date of the execution of this Agreement, and diligently pursued once begun. "Phase One" shall include for the purposes of this Agreement only the initial construction of Museum. Museum shall be in operation prior to the expiration of three (3) years from date of this Agreement.

10. Display and Preservation of Taylor Artifacts. The artifacts owned by the Grace Webster Taylor Trust are now held and stored by AGENT on receipt of AGENT and insurance is being carried thereon in the amount of Twenty Thousand

(\$20,000.00) Dollars by PRINCIPAL and by the Brvard Community College in whose building said artifacts are temporarily stored. AGENT hereby covenants that said Taylor artifacts shall be appropriately displayed and arranged to the optimum public view, use and benefit in the aforesaid GRACE AND ALBERT TAYLOR BUILDING or in the immediate area of said Museum, and none of said artifacts are to be sold or otherwise disposed of without the prior written approval of PRINCIPAL. On completion of Museum and the placing of said artifacts therein, AGENT covenants that it will provide and maintain at all times thereafter comprehensive property insurance coverage on said Taylor artifacts in the amount of not less than Twenty Thousand (\$20,000.00) Dollars or such amount as may be indicated by a current appraisal of said artifacts, whichever amount may be the greater.

11. Principal to Receive Funds.- The parties hereto recognize and agree that AGENT shall, to the extent feasible under its Charter, further act for PRINCIPAL in conducting appropriate fund-raising activities and drives and in transmitting funds from all available sources, including funds of AGENT, to PRINCIPAL in support of the aforesaid objective of PRINCIPAL. It is recognized by the parties that admission fees may be charged the public for entry to said property; that rental fees may be charged for the use of the facilities; that funds may be raised through the operation of a gift shop or similar undertaking; and, that all funds received from the public for these or related services and facilities will be paid over to PRINCIPAL to be used in carrying out the purposes of this Agreement; PROVIDED, however, that AGENT shall not be obligated to pay over to PRINCIPAL the membership dues received by AGENT from its members. It is further understood that AGENT is engaged in other activities separate from the operation of the GRACE and ALBERT TAYLOR BUILDING, and that AGENT shall not be obligated to pay over to PRINCIPAL any funds of AGENT, or funds received by AGENT, in conjunction with such other activities

of AGENT. Provided further, that the obligations of this Paragraph 11 shall be construed so as not to deprive AGENT of its financial integrity.

12. Illegal, Unlawful or Improper Use.- In acting as special Agent for PRINCIPAL under this Agreement, AGENT covenants that no unlawful, improper, immoral or offensive use of the Museum shall be permitted by AGENT and that said Museum shall not be used for any purpose other than purposes consistent therewith.

13. Necessity of Prior Court Approval.- The parties hereto understand and agree that the execution of this Agreement by PRINCIPAL must be preceded by Court approval of this Agreement and the Sublease Agreement above referred to from the City of Cocoa, Florida, and that a copy of the Court Order approving same, if and when obtained, will be attached to and made a part of this Agreement.

14. Termination of this Agreement.- At any time following construction and operation of Museum for one (1) full calendar year, PRINCIPAL may terminate this Agreement by conveying all of its interest in the said leasehold and improvements, including Museum, to AGENT. Such conveyance shall be made only if AGENT first gives adequate assurance to PRINCIPAL that Museum will continue to be operated and maintained in a manner consistent with the provisions of the aforesaid Taylor Trust, and consistent with the said Court Order pertaining thereto.

15. Amendment or Revocation.- This is an agency agreement coupled with an interest, and is only revocable by mutual consent of the parties hereto except as provided in Section 14 above; but it is understood that for breach of covenant either party may rescind as provided by law. Any amendment to this Agreement shall be made by mutual agreement of the parties in writing, and such writing shall be attached to and made a part of this Agreement.

16. Assignability.- This Agreement shall not be

assigned by either party hereto without the express consent of the other party.

17. Agreement Binding. - This Agreement shall be binding upon the parties hereto, their successors in interest, and all persons or corporations claimed through, by or under said parties.

18. Notice. - Notice under this Agreement shall be given to the respective parties hereto as follows:

PRINCIPAL - Florida First National Bank of Jacksonville as Trustee of Testamentary Trust created under the Last Will and Testament of Grace Webster Taylor, Deceased
West Bay Annex
Jacksonville, Florida 32203
Attention: Trust Department

AGENT - The Brevard Museum, Inc.
c/o Fred D. Leone, Esq.
P. O. Box 1536
Gocoa, Florida 32922

19. Governing Law. - This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their respective seals, in sextuplet, this 2nd day of July, 1975.

Signed, sealed and delivered in the presence of:
FLORIDA FIRST NATIONAL BANK OF JACKSONVILLE, FLORIDA, AS TRUSTEE OF THE GRACE WEBSTER TAYLOR TRUST.

Alvin E. Johnston By: James W. Lewis
Vice President
Victoria J. ... Attest: Shirley D. ...
Asst. Cashier

(PRINCIPAL)

Fred D. Leone By: William ...
President
James J. ... Attest: Shirley D. ...
Secretary

(AGENT)

STATE OF FLORIDA }
COUNTY OF DUVAL }

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAURENCE ARENSON and Shelley N. Jones, to me known and known to be the persons described in and who executed the foregoing Special Agency Agreement as VICE-PRESIDENT and ASSISTANT CASHIER, respectively, of the Florida First National Bank of Jacksonville, as Trustee of the testamentary trust created under the Last Will and Testament of Grace Webster Taylor, deceased, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Special Agency Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of June, 1975.

Richard M. Jones
Notary Public
State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires May 24, 1978

(Notarial Seal)

STATE OF FLORIDA }
COUNTY OF BREVARD }

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared T.C. Anderson and Paula F. Horne, to me known and known to be the persons described in and who executed the foregoing Special Agency Agreement as President and Vice President, respectively, of The Brevard Museum, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Special Agency Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of July, 1975.

Paul D. Jones
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1978
Bonded by American Surety Co.

(Notarial Seal)

Please call X52046 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: The Brevard Museum/The Florida Historical Society	
2. Fund/Account #:	2. Division Name: Parks and Recreation Department
4. Contract Description: Agreement to Assign and Amend Sublease Agreement – The Brevard Museum	
5. Contract Monitor: Marsha Cantrell	6. Mail Stop #: 82
7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	x	_____	MC	8-26-14
Risk Management	_____	_____	_____	_____
County Attorney	JK	_____	MDS	9/2/14

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

Please call X52046 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM


SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: The Brevard Museum/The Florida Historical Society	
2. Fund/Account #:	2. Division Name: Parks and Recreation Department
4. Contract Description: Agreement to Assign and Amend Sublease Agreement – The Brevard Museum	
5. Contract Monitor: Marsha Cantrell	6. Mail Stop #: 82
7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	x _____	_____	MC	8-26-14
Risk Management	X _____	_____	GV 	9/2/14
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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	<u>YES</u>	<u>NO</u>		
User Agency	<u>x</u>	_____	MC	<u>8-26-14</u>
Risk Management	<u>X</u>	_____	GV	<u>9/2/14</u>
County Attorney	_____	_____		_____

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**AGREEMENT TO ASSIGN AND AMEND
SUBLEASE AGREEMENT**

THIS AGREEMENT TO ASSIGN AND AMEND SUBLEASE AGREEMENT (this "Assignment") is made as of this 16 day of September, 2014, by and between **THE BREVARD MUSEUM, INC.**, a non-profit corporation existing under the laws of the State of Florida ("Assignor"), **THE FLORIDA HISTORICAL SOCIETY**, a non-profit corporation existing under the laws of the State of Florida ("Assignee"), the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County") and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("City")

RECITALS

WHEREAS, Assignor, as Sublessee, the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida (County and City collectively referred to as "Sublessor") entered into that certain Sublease Agreement dated as of September 30, 1975, amended by that certain Amendment to Sublease dated August 1, 1989, copies of which are attached hereto as Exhibit "A" (as amended, the "**Sublease**"), for the rental of the property located at 2201 Michigan Ave., Cocoa, Florida 32926 (the "**Leased Property**"), whereby Assignor subleased the Leased Property from Sublessor; and

WHEREAS, Assignor desires to assign and Assignee desires to accept the assignment of all of Assignor's right, title and interest in and to the Sublease; and

WHEREAS, County and City have consented to the assignment of the Sublease as hereinafter provided on the condition that the Assignor and Assignee agree to amending the Sublease; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, County, and City (collectively referred to as the "Parties") hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Assignment and Assumption.** Assignor hereby conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Sublease. Assignee hereby accepts the foregoing assignment and hereby assumes all of Assignor's obligations under the Sublease. Assignee agrees to indemnify and hold harmless Assignor from any and all loss or liability under the Sublease having first occurred from the date of this Assignment forward. Assignor agrees to indemnify and hold Assignee harmless from any and all loss or liability under the Sublease having first occurred prior to the date of this Assignment.

3. **Continued Operation of the Grace and Albert Taylor Building.** Assignee covenants and agrees to continue the operation and maintenance of the Grace and Albert Taylor

Building as a public museum displaying the Taylor artifacts, and to preserve said artifacts for the duration of the Sublease, including any extension or extensions of the term of such Sublease all in accordance with the spirit and intent of the terms and provisions of the Grace Webster Taylor Trust and the Court Order attached herein as Exhibit B.

4. **Miscellaneous.** This Assignment contains the entire agreement between the Parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. This Assignment may be amended only by written agreement between the parties hereto. This Assignment and the construction and enforcement thereof shall be governed in all respects by the laws of the State of Florida. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, legal representatives, successors and permitted assigns. If any provision of this Assignment or any portion thereof shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or other remaining provisions.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed as original, but all of which, when taken together, shall constitute but one (1) and the same instrument, and this Assignment may be executed by any or all of the parties hereto and delivered by facsimile.

6. **Venue.** Venue for any legal action brought by any party to this Assignment to interpret, construe or enforce this Assignment shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

7. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Assignment each party shall bear its own attorney's fees and costs.

8. **Amendment to Paragraph 2.** The Parties agree to amend Section 2 of the Sublease. The current Section 2 of the Sublease shall be replaced with the following language:

Use of Leased Property: The Museum shall be permitted to use the Leased Property for the construction, operation and maintenance of a natural science and history museum, nature trails, environmental teaching center, programs related to environmental, science, archaeology and history education, and related ancillary activities. The Leased Property shall be open to the public and the hours of operation shall be mutually agreed upon between County and Museum. The Museum shall determine the admission costs for all portions of the Leased Property. It is specifically agreed and understood that the uses set forth herein shall be the only uses allowable under this Agreement and that any variance in such use shall require the written consent of the City and the County. The City hereby agrees and consents to the Sub-leasing and use of the Leased Property for the purposes hereinabove set forth.

9. **Amendment to Paragraph 8.** The Parties agree to amend Section 8 of the Sublease, and that the current Section 8 of the Sublease shall be replaced with the following language:

Indemnification and Insurance:

- A. *Indemnification of County.* The County shall be held harmless by Assignee against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Sublease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the County's sole negligence.

The Assignee agrees to indemnify the County and pay the cost of the County's legal defense, including fees of attorneys selected by the County and costs, for all claims described in hold harmless clause, herein. Such payment on behalf of the County shall be in addition to any all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- B. *Indemnification of City.* The City shall be held harmless by Assignee and the County against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Sublease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the City's sole negligence.

The Assignee and the County each agree to indemnify the City and pay the cost of the City's legal defense, including fees of attorneys selected by the City and costs, for all claims described in hold harmless clause, herein. Such payment on behalf of the City shall be in addition to any all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been paid under this Sublease for this hold harmless provision.

- C. *Insurance.* The Assignee agrees to provide and maintain at all times during the term of this Sublease, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Assignee against any and all claims, demands, or causes of action whatsoever for the injuries received and damage to property incurred in connection with the use, occupation and management or control of the Leased Property and any improvements thereon by Assignee. Such policies of insurance shall insure the Assignee in the amount not less than \$1,000,000.00 to cover any and all liability claims arising in connection with any particular accident or occurrence. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The Assignee shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized conducting said program(s).

The Assignee shall provide the described insurance on policies and with insurers acceptable to the County and licensed and authorized under the laws of the State of Florida. These insurance requirements shall not relieve or limit the liability of the

Assignee. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Assignee's interest or liabilities, but are merely minimums.

A certificate of insurance indicating that the Assignee has coverage in accordance with the requirements of the Sublease shall be furnished by the Assignee to the Brevard County Parks and Recreation, Central Area Parks Operations Manager, 840 Forrest Avenue, Florida, 32922, prior to commencement of operations at the Leased Property.

All personal property housed or placed at the facilities shall be at the risk of Assignee, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Assignee agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Assignee's interest therein.

10. **Amendment to Paragraph 13.** The Parties agree to amend Section 13 of the Sublease. The current Section 13 of the Sublease shall be replaced with the following language:

Attorney's Fees: In the event of any legal action to enforce the terms of this Sublease each party shall bear its own attorney's fees and costs.

11. **Addition of a Paragraph 18.** The Parties agree to the addition of a Section 18 to the Sublease. Section 18 shall be titled "Governing Law," and shall consist of the following language:

Governing Law: This Sublease shall be deemed to have been executed and entered into within the State of Florida and this Sublease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

12. **Addition of a Paragraph 19.** The Parties agree to the addition of a Section 19 to the Sublease. Section 19 shall be titled "Venue," and shall consist of the following language:

Venue: Venue for any legal action brought by any party to this Sublease to interpret, construe or enforce this Sublease shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

13. **Addition of a Paragraph 20.** The Parties agree to the addition of a Section 20 to the Sublease. Section 20 shall be titled "Right to Audit Records," and shall consist of the following language:

Right to Audit Records: In the performance of this Sublease, the Assignee shall keep books, records, and accounts of all activities, related to this Sublease, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Sublease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Assignee for a period of three (3) years after termination of the Sublease. All records, books, and accounts related to the performance of

this Sublease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names as of the day and year first written above.

Signed, sealed and delivered
in the presence hereof:

ASSIGNOR:

THE BREVARD MUSEUM, INC., a Florida non-profit corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

ASSIGNEE:

THE FLORIDA HISTORICAL SOCIETY, a
Florida non-profit corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Signed, sealed and delivered
in the presence hereof:

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

Print Name: _____

By: May Bolin Lewis
(As approved by the Board on 9-16-2014 .)
Attest: Scott Ellis

Print Name: _____

Scott Ellis, Clerk

Reviewed for legal form and content:

Matthew Soss
Matthew Soss, Assistant County Attorney

CITY:

THE CITY OF COCOA, a municipal corporation
existing under the laws of the State of Florida

Print Name: _____

Print Name: _____

By: _____

Attest: _____

Please call X52046 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

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7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

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The following departments must approve all contracts submitted to the Board:

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	<u>YES</u>	<u>NO</u>		
User Agency	x _____	_____	MC _____	8-26-14 _____
Risk Management	_____	_____	_____	_____
County Attorney	_____	_____	MDS _____	9/2/14 _____

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BOARD OF COUNTY COMMISSIONERS**

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Risk Management	X _____	_____	GV	9/2/14
County Attorney	_____	_____		

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SUBLEASE AGREEMENT

THIS AGREEMENT made and entered into this 30th day of September, 1975, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", THE BREVARD MUSEUM, INC. a non-profit corporation existing under the laws of the State of Florida, hereinafter referred to as "Museum", and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City".

W I T N E S S E T H

WHEREAS, the City and the County did on September 30, 1975, make and enter into a Lease Agreement as Lessor and Lessee respectively, for property located in Brevard County, Florida; and

WHEREAS, the Museum desires to sublease from the County a portion of said property described as follows:

Commencing at the Southeast corner of the North Half (N $\frac{1}{2}$) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Public Records of Brevard County, Florida, thence N 00° 04' 18" W along the East line of said Section 19, a distance of 1146.03 feet; thence S 89° 33' 22" W a distance of 2651.14 feet to a point on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, Public Records of Brevard County, Florida, said point also being the Point of Beginning of this description: thence N 29° 20' 37" W along the East line of said Block 9, a distance of 375.00 feet; thence N 89° 33' 22" E a distance of 400.00 feet; thence N 08° 27' 14" W a distance of 425.35 feet to a point, said point also being the Southwest Corner of Lot 14, Block 7, College Green Estates Unit 3; thence Northeasterly, Easterly and Southeasterly along the Southerly Line of the said Block 7, 1055.71 feet to the Southeast Corner of Lot 1 of said Block 7; thence S 4° 21' 20" W 358 feet, more or less, to the waters of Clearlake, thence Southwesterly along the waters edge of the said Clearlake 925 feet, more or less, to a point which bears N 89° 33' 22" E from the Point of Beginning of this description; thence S 89° 33' 22" W 552 feet, more or less, to the Point of Beginning;

hereinafter referred to as "leased property", and

WHEREAS, the provisions of said Lease Agreement provided for the use of the leased property as a public recreational facility: and,

WHEREAS, the provisions of said Lease Agreement prohibited subletting without the prior written consent of the Lessor, and

WHEREAS, the Museum desires to utilize the leased property for nature trails and as an observation area for classes conducted in the natural sciences in conjunction with a natural science and history museum and environmental teaching center to be constructed by the Museum on property adjacent thereto.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. Term: The County hereby leases, and the City hereby agrees to the leasing to the Museum of the leased property for a term of thirty (30) years commencing with the date of execution of this Sublease Agreement, for the sum of One Dollar (\$1.00) per year or any part thereof, payable in advance on October 1st of each and every year during said term.

2. Use of Leased Property: The Museum shall use the leased property for the construction, operation and maintenance of nature trails and as an observation area for classes in the natural sciences and other activities related to the construction, operation and maintenance of a natural science and history museum and environmental teaching center. It is specifically agreed and understood that the use herein set forth shall be the only use allowable under this Agreement and that any variance in such use shall require the written consent of the City and County. The City hereby agrees and consents to the Sub-leasing and use of the leased property for the purposes hereinabove set forth.

3. Museum and Environmental Teaching Center: It is hereby mutually agreed and understood that the primary consideration for execution of this Agreement is the expressed intent of the

Museum to construct, operate and maintain a natural science and history museum and environmental teaching center, hereinafter referred to as "Complex", on the following-described property:

Commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 19, Township 24 South, Range 36 East, Brevard County, Florida; thence N $00^{\circ} 07' 10''$ W along the East line of the Northwest $\frac{1}{4}$ (NW $\frac{1}{4}$) of said Section 19, a distance of 1146.00 feet, to the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence run N $29^{\circ} 20' 37''$ W along the East line of said Block 9, a distance of 375.00 feet to the Point of Beginning; Thence continue N $29^{\circ} 20' 37''$ W along the East line of said Block 9, a distance of 336.50 feet to the Northeast corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way line of Michigan Avenue; thence run N $63^{\circ} 13' 03''$ E along the South right-of-way line of Michigan Avenue, a distance of 470.45 feet to the Northwest corner of Lot 14, Block 7, College Green Estates Unit 3 plat; thence run S $45^{\circ} 17' 27''$ E along the West line of said lot 14 a distance of 116.00 feet to the Southwest corner thereof; thence run S $08^{\circ} 27' 14''$ E a distance of 425.35 feet to a corner; thence run S $89^{\circ} 33' 22''$ W a distance of 400.00 feet to a point on the East line of Block 9, of College Green Estates Unit 3, and the Point of Beginning

In the event construction of the Complex is not commenced within three (3) years of the date of execution of this agreement, or in the event construction once commenced is not diligently pursued to completion, this agreement shall become null and void and of no effect and any interest of the Museum in and to the leased property shall be extinguished forthwith.

4. Improvements: The plans and specifications for all improvements, structures, landscaping and facilities made by the Museum on the leased property shall be submitted to and approved by the County prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby agreed and understood that any building or structure placed or constructed on the leased property and permanently attached thereto, shall become the property of the County upon termination of this Agreement, whether by breach or by expiration of its natural term, (inclusive however, of any extension or extensions of this Sublease Agreement pursuant to the provisions of Section 15 hereof.

The Museum shall not remove any of said buildings or structures and will execute any and all papers necessary to effect transfer of title to said buildings or structures to the County free and clear of all liens, encumbrances or other claim or interests held thereon by any person whatsoever.

5. Utilities: The Museum shall pay all charges for electricity, light, heat, power, telephone and other utility services supplied to the Museum at the leased premises.

6. Repairs and Maintenance: The Museum shall, at its own expense, maintain the grounds and all improvements, buildings, structures and facilities on the leased property and make all necessary repairs and replacements to the leased property and to any improvements constructed thereon. Such maintenance, repairs, and replacements shall be made promptly as and when necessary. All maintenance, repairs and replacements shall be in a quality and class at least equal to the original work. The Museum agrees to keep the leased property free and clear of any obstruction, rubbish or litter.

7. Illegal, Unlawful or Improper Use: The Museum shall make no unlawful, improper, immoral or offensive use of the leased property nor will the Museum use the leased property or allow the use of the leased property for any purpose other than that hereinabove set forth. Failure of the Museum to comply with this provision shall be considered a material default under this lease.

8. Indemnification and Insurance: The Museum agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the leased property or any improvement thereon or the furniture, furnishings, equipment and fixtures used in connection with the leased property. The Museum agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with the leased property and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceeding.

the purpose of inspecting such property or performing other duties as required by law or by the terms of this lease.

10. Compliance with Statutes: The Museum shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the leased property.

11. Covenants against Assignments and Subletting: The Museum may not assign or sublet any of the leased property without the written consent of the City and the County.

12. Default: The Museum understands and agrees that this Agreement is made upon the express condition that should the Museum abandon or vacate the leased property or fail or neglect to perform or observe any or all of the applicable covenants contained herein and in that certain Lease Agreement executed by the City and the County on September 30, 1975, a copy of which is attached hereto and made a part hereof by this reference, this Agreement shall, at the option of the County, become null and void upon thirty (30) days written notice to the Museum.

13. Attorney's Fees: The Museum hereby agrees to pay reasonable attorney's fees, court costs and any other costs of eviction or collection in which the County is successful in a court of competent jurisdiction.

14. Surrender: Upon the last day of the lease term, including any extension or extensions of such term pursuant to the provisions of Section 15 hereof, the Museum shall peaceably and quickly leave the leased property in good order and repair.

15. Renewal of Sublease: Prior to the end of the thirty (30) year term of this Sublease Agreement, the parties hereto (including their successor or successors) may by negotiation extend the term of this Sublease Agreement for such additional period or periods as they, by mutual accord, may agree upon.

16. Administration: The interest of the County under the terms of this Agreement shall be administered by the Coordinator, Brevard County Recreation and Parks Division, or his duly authorized

representative.

17. Notice: Notice under this Sublease Agreement shall be given to the County at the offices of the Administrative Director, Brevard County Courthouse, Titusville, Florida 32780 and to the Museum at FRED D. LEONE
Attorney at Law
P. O. Box 1536
Cocoa, Fla. 32922
and to the City at P. O. Box 1750, Cocoa, Florida 32922

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30th day of September, 1975.

Signed, sealed and delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

James A. Koster

By: Lee Wenner
Lee Wenner, Chairman

Rosa Rubino

Attest: Curtis R. Barnes
Curtis R. Barnes, Clerk

THE BREVARD MUSEUM, INC.

Fred D. Leone

By: W. Alder

James J. Sawyer

Attest: Raymond J. Brown
CITY OF COCOA

Neil D. K...

By: James B. ...

William F. Clayton

Attest: Harold A. ...

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lee Wenner and Curtis R. Barnes, to me known and known to be the persons described in and who executed the foregoing Sublease Agreement as Chairman and Clerk, respectively, of the Board of County Commissioners of Brevard County, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board, and that said Sublease Agreement is the act and deed of said Board.

WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of September, 1975.



Bernadette A. Ruder
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Commission Expires May 10th, 1976

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James B. Henery and Kathryn A. Caldwell, to me known and known to be the persons described in and who executed the foregoing Sublease Agreement as Mayor and City Clerk, respectively, of the City of Cocoa, a municipal corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said City and that said Sublease Agreement is the act and deed of said City.

WITNESS my hand and official seal in the State and County last aforesaid, this 16th day of September, 1975.



Fred I. Horne
Notary Public
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Revised by Notaries Pub. & County Clk.

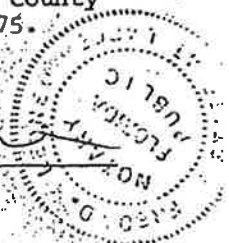
STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared T. C. Anderson and Ralph I. Horne, to me known and known to be the persons described in and who executed the foregoing Sublease

Agreement as President and Vice-President respectively, of the Brevard Museum, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Sublease Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of July, 1975.

Richard J. [Signature]
Notary Public
State of Florida at Large



(NOTARIAL SEAL)

My commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Bonded By American Fire & Casualty Co.

This Instrument Prepared By:

William H. Arnold
Assistant County Attorney
P. O. Box 157
Titusville, Florida 32780

AMENDMENT TO SUBLEASE AGREEMENT

Amendment to Sublease Agreement dated September 30, 1975 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (County), the BREVARD MUSEUM, INC., a non-profit corporation existing under the laws of the State of Florida (Museum) and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida (City).

WITNESSETH

WHEREAS, the City and County entered into a lease agreement as Lessor and Lessee respectively on September 30, 1975; and

WHEREAS, the Museum and County entered into a sublease agreement with the City's permission; and

WHEREAS, the Museum anticipates expanding the museum facilities; and

WHEREAS, the Museum requires a longer period of control of the property;

NOW, THEREFORE, the parties agree that:

1. Paragraph 1 of the sublease agreement recorded at O.R. Book 1565, page 250, and dated September 30, 1975, is amended to provide a term of 99 years from the date of the execution of this Amendment to the sublease agreement for the sum of \$1.00 per year or any part thereof, payable in advance on October 1 of each and every year during the 99 year term.

2. All remaining provisions of the sublease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, 1989.

Signed, Sealed and Delivered
in the presence of:

Bernie J. Jellert
Witness
Tommy Barnett
Witness

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: *Carol A. Senne*
Roger W. Dobson, Chairman

ATTEST:
R. C. Winstead, Jr.
R. C. Winstead, Jr. Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Senne to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of August, 1989.



(Notary Seal)

Bernadette S. Jellert
Notary Public, State of
Florida at large
Notary Public, State of Florida
My Commission Expires May 10, 1992
My Commission Expires: Legal Title From Public Notary Seal

Michael Ruston
Witness
Kathleen A. Geiger
Witness

THE BREVARD MUSEUM, INC.
By: *Carol A. Geiger*, President
Carol A. Geiger, President

ATTEST:
Nancy J. Suster

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Geiger to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of July, 1989.

(Notary Seal)

John J. Jellert
Notary Public, State of
Florida at large
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 23, 1993
Bonded by Security Bond Association, Inc. of Fla.

Henry Williams
Witness
John Wood
Witness

CITY OF COCOA, FLORIDA

By: John Wood, Mayor

ATTEST:

Linda C. Knudson

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda C. Knudson to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of June, 1989.

Both A. Hines
Notary Public, State of
Florida at large

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 11, 1990
BONDED THRU GENERAL INS. UND.

IN THE CIRCUIT COURT, EIGHTEENTH
JUDICIAL CIRCUIT, IN AND FOR
BREVARD COUNTY, FLORIDA

FILE NUMBER: 16431

4019863351
IN RE: GRACE WEBSTER TAYLOR
TESTAMENTARY TRUST.

COPY

ORDER MODIFYING JUDGMENT ENTERED JUNE 19, 1975

THIS MATTER was heard upon the Petition for Modification of Judgment filed herein by FIRST UNION NATIONAL BANK OF FLORIDA, as successor in interest to FLORIDA FIRST NATIONAL BANK OF JACKSONVILLE. The Court has reviewed the file on this matter, has consulted with counsel, has considered that Florida Statutes, Section 737.101 has been amended such that trustees of trusts are no longer required to file annual accountings with the Circuit Court, and being otherwise fully advised, it is

ORDERED:

1. First Union National Bank of Florida, as the Trustee to the Grace Webster Taylor Testamentary Trust, is no longer required to file annual accountings with the Circuit Court or with the State Attorney.
2. First Union National Bank of Florida shall continue to compile annual accountings and make such accountings available to the Court or the Brevard County State Attorney upon the request of either.

DONE AND ORDERED in Chambers, at Titusville, Brevard
County, Florida, this 7 day of April, 1995.

/s/John Antonio II

CIRCUIT JUDGE

Copies to:

Ms. Ailish O'Connor, Attorney
Hand, Drew, Showalter, Mercier,
Kelly & McCaulie, P.A.
200 West Forsyth Street, Suite 1020
Jacksonville, Florida 32202

Brevard State Attorney's Office
Attention: Philip Archer, Esquire
Brevard County, Florida
700 South Park Avenue
Titusville, Florida 32780

First Union National Bank of Florida
Attention: Mr. Allen T. Whitham
P. O. Box 44203
Jacksonville, Florida 32231-4203

1A11sh86/G-W-Tay1.or21

IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
BREVARD COUNTY, FLORIDA

File No. 16431

IN RE: GRACE WEBSTER TAYLOR
TESTAMENTARY TRUST

FILED IN OFFICE
JUN 19 4 25 PM '75
CURTIS R. BARRIS, CLERK
CIR. CT. BREVARD CO. FLA.
J. M. ...

JUDGMENT

This cause has been considered by this Court upon the petition of the Florida First National Bank of Jacksonville, as sole Trustee under the Testamentary Trust created under the Last Will and Testament of Grace Webster Taylor, deceased, for construction of the Will and for approval of the carrying out of the charitable objectives thereof, and for judgment on related matters, and upon the appearance of the State Attorney of the Eighteenth Judicial Circuit, Brevard County, State of Florida, at this hearing, and upon his consent to the matters contained in this Judgment granting said petition, and upon a full and complete hearing on all of the matters dealt with in said petition, and the Court being fully advised in the premises, makes the following findings:

FINDINGS OF FACT

1. Grace Webster Taylor died testate, a resident of Cocoa, Brevard County, Florida on December 27, 1945.
2. The Last Will and Testament of Grace Webster Taylor was probated in the Brevard County Judge's Court on January 5, 1946.
3. Contained in the said Last Will and Testament was a Testamentary Trust which was established on or about March 27, 1947 with the Petitioner herein as the sole Trustee.
4. In the said Testamentary Trust the Testatrix, Grace Webster Taylor, evidenced a general charitable intent with the expression of specific charitable purpose and manner in which such intent should be carried out.

5. The primary charitable purpose expressed by the Testatrix was the establishment of a family memorial building designated as the Taylor community house to be situated in the City of Cocoa, Florida.

6. The Testatrix expressed a desire that the Taylor home place be used for this charitable purpose.

7. In litigation following the Testatrix's death the Taylor home place was determined to be homestead property and passed to the Testatrix's stepdaughter, thereby becoming unavailable for this charitable purpose.

8. In the event the Taylor home place proved to be unavailable the Testatrix authorizes the use of the other Taylor properties in downtown Cocoa for such family memorial building, giving the broadest discretion to the Trustee as to whether to use existing buildings, to remodel or to construct an entirely new building.

9. The Testatrix suggests that the Taylor memorial building might be of two stories to include restrooms, a reading room on the first floor and the housing of items of historical interest to the public on the second floor. Authority is given for the employment of caretakers and for the charging of admission to defray expenses.

10. The Testatrix authorizes the Trustee to work with the City of Cocoa in the furtherance and management of this charitable project with possible joint ownership in the land.

11. Any trust income remaining after the carrying out of this primary charitable trust objective is directed by the Testatrix to be expended, to the extent of not less than 50 percent thereof annually, to help the needy, ill, unfortunate and indigent people in the City of Cocoa with the remainder of such income, in the discretion of the Trustee, to be added to trust corpus.

12. The Testatrix grants broad powers under ~~HER~~

~~TRUST~~ of her Will to the Trustee, including the following:

(e) Generally to exercise for the benefit of my estate and the trusts hereby created in respect to any property constituting part thereof, all rights, powers and privileges of every name and nature which might or could be exercised by one owning such property absolutely and in his own right, and to enter into such contracts and execute such written instruments as it may seem advisable in connection with the exercise of the foregoing powers, or any of them, and to include therein such covenants, terms and conditions as to it may seem proper. I authorize my Trustee to construct, raze, remodel and reconstruct a building, or buildings, from time to time, in its discretion, on my trust properties.

13. Based on the information and evidence presented to the Court, the Court finds that the available Taylor properties in downtown Cocoa are unsuitable as a site for the Taylor memorial building.

14. Based upon the facts and evidence presented, the Court finds that the four-acre tract designated and described in the petition in these proceedings is suitable to the location of the Taylor memorial building.

15. The Court finds that the name Grace and Albert Taylor Building is an appropriate designation for the Taylor family memorial and within the charitable intent of the Testatrix.

16. The Court recognizes and finds that the Testamentary Trustee is within its powers and authorizations to employ the public charitable organization known as The Brevard Museum, Inc. as an Agent in the carrying out of the construction, maintenance and continued day-to-day operation of the Grace and Albert Taylor Building.

17. The Court finds that the Sublease from the County of Brevard under Lease from the City of Cocoa of the designated four-acre site for the Grace and Albert Taylor Building is within the intent of the Testatrix and within the powers and authorizations granted in her Will.

18. The general charitable intent and the specific purpose of the testatrix, all as expressed and authorized in her Will, is being carried out and implemented in the proposals of the Petitioner herein, specifically including the arrangements set forth in the Special Agency Agreement attached as Exhibit B to the petition and in respect to the Sublease Agreement attached as Exhibit C to the petition.

19. The State Attorney is a party to these proceedings by representing the needy, ill, unfortunate or indigent people in the City of Cocoa provided for under Item Sixth(a) of the Will, pursuant to Section 737.251, Florida Statutes.

20. This is a charitable trust within the meaning of Sections 691.11 and 737.251, Florida Statutes, and accordingly the State Attorney is a proper party to these proceedings.

21. The Court has before it all of the parties to this proceeding, inasmuch as the other heirs, devisees and legatees are not interested in this proceeding nor entitled to notice hereof in the absence of any reverter clause in the Will.

NOW, THEREFORE, IT IS CONSIDERED, ORDERED, AND ADJUDGED AS FOLLOWS:

1. This Court has jurisdiction of the parties and of the subject matter of this cause.

2. This is a charitable trust within the meaning of Sections 691.11 and 737.251, Florida Statutes, and accordingly the State Attorney is a proper party to these proceedings.

3. The Court has before it all of the parties to this proceeding, inasmuch as the other heirs, devisees and legatees are not interested in this proceeding nor entitled to notice hereof in the absence of any reverter clause in the Will.

4. The equities of the cause are with the Petitioner, and it is entitled to the relief prayed for in the petition.

5. Petitioner shall file annual accountings starting with calendar year 1975, with copy to Brevard State Attorney and shall not transfer its interest in the Grace and Albert Taylor Building, leasehold or contents without prior Court approval and final accounting.

5. The original manner in which the specific charitable intent of the ~~Trust~~ is expressed has become impractical through the passage of time and other factors and can only be carried out successfully with the variances herein set forth.

6. Accordingly, the following are specifically approved by the Court:

(a) The establishment of the Grace and Albert Taylor Building by that name.

(b) The document entitled Special Agency Agreement substantially in the form attached as Exhibit B to the petition, together with the execution thereof by the Petitioner.

(c) The Sublease Agreement in substantially the form attached as Exhibit C to the petition herein and to the execution thereof by the Petitioner.

(d) The construction, establishment, operation and maintenance of the Grace and Albert Taylor Building on the four-acre leasehold premises.

7. Petitioner is specifically authorized and directed to forthwith proceed with the construction, establishment, operation and maintenance of the Grace and Albert Taylor Building under the arrangements and procedures as set forth herein as implemented by the documents herein approved, and to take all actions and do all things necessary, expedient and reasonable in respect thereto.

8. The authorizations, procedures and actions as approved herein are determined to be in the best interest of the Taylor Testamentary Trust and of the charitable beneficiaries thereof, and are determined to conform in as close proximity to the terms of the Taylor Will as is reasonably possible.

DONE AND ORDERED at Titusville, Brevard County, Florida this 19 day of June, 1975.

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.
CURTIS R. BARNES, Clerk Circuit and County Court

Recorded & Record Verified, Curtis R. Barnes, Clk. Circuit Court
By: *[Signature]* D.C.

1975 JUN 19
[Signature]

RECEIVED
CIVIL DIVISION
1975 JUN 19 4 04 PM
TITUSVILLE, FLA.

SPECIAL AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of July, 1975 by and between THE BREVARD MUSEUM, INC., a corporation not for profit organized and existing under the laws of the State of Florida with its principal office in the City of Cocoa, Brevard County, Florida (herein called "AGENT"), and the FLORIDA FIRST NATIONAL BANK OF JACKSONVILLE, Jacksonville, Florida, as Trustee of the testamentary trust created under the Last Will and Testament of Grace Webster Taylor, Deceased, having its principal office in Jacksonville, Duval County, Florida (herein called "PRINCIPAL").

W I T N E S S E T H:

WHEREAS, AGENT (formerly known as Friends of the Brevard County Museum, Inc., prior to charter amendment on May 27, 1974) is a Florida corporation not for profit organized under the laws of Florida on September 10, 1969;

WHEREAS, the purposes of AGENT are stated in its Charter as follows:

ARTICLE II - PURPOSES

To found, maintain and perpetuate museum facilities to serve the educational and cultural needs of Brevard County, Florida, and to do all things liberally interpreted as being incidental to such purpose;

WHEREAS, AGENT has indicated its desire to carry out its object and purpose by acting as AGENT for PRINCIPAL in the construction, maintenance and operation of a public museum to be situated in Brevard County, Florida;

WHEREAS, the Trust of which PRINCIPAL is the Trustee was created under the Last Will and Testament of Grace Webster Taylor, Deceased, who died a resident of the City of Cocoa, Brevard County, Florida on December 27, 1945;

WHEREAS, the primary objective of PRINCIPAL is the establishment of a public community house or museum in Brevard County, Florida, to be known and designated as the "GRACE AND ALBERT TAYLOR BUILDING";

WHEREAS, the original situs selected by the aforesaid Decedent for said museum building was the Taylor Home Place in Cocoa, Florida;

WHEREAS, the Taylor Home Place was lost to the Decedent's Estate as a result of litigation brought by the Decedent's step-daughter in the Courts following the Decedent's death;

WHEREAS, PRINCIPAL, in view of the loss of said Taylor Home Place site, has accumulated and set aside funds for the specific purpose of establishing a museum as soon as funds are adequate and suitable facilities are available;

WHEREAS, contemporaneous with this Agreement, a sublease is being entered into between the Board of County Commissioners of Brevard County, Florida, and the City of Cocoa, Florida, as sublessor and lessor, respectively, and AGENT and PRINCIPAL as lessees, of an approximate four-acre tract, more or less, suitably situated to the establishment of a public museum for a term of thirty (30) years at a rental of One (\$1.00) Dollar per year;

WHEREAS, the principal office of PRINCIPAL is situated in the City of Jacksonville, Florida, and the principal office of AGENT is situated in the City of Cocoa, Florida, where the said museum is to be constructed;

WHEREAS, PRINCIPAL is desirous of now going forward, with the active assistance and cooperation of AGENT, as more particularly and specifically authorized hereinafter, with the construction, operation and maintenance of a museum on the said leasehold premises, provided that a Court of competent jurisdiction will, on petition and order, give its

approval and sanction to PRINCIPAL for such action as a reasonable interpretation and implementation of the terms and provisions of the aforesaid Decedent's testamentary trust; and

WHEREAS, the public response exhibited by the people of Cocoa through their City Government, through their membership in AGENT, and as otherwise indicated, is now conducive to the establishment of such a museum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein entered into, the parties hereto hereby agree and covenant as follows:

1. Creation of Agency.- PRINCIPAL hereby designates and appoints AGENT as its special Agent solely for the carrying out and accomplishment of the purposes and objects hereinafter enumerated.

2. Purpose and Object.- The common purpose of the PRINCIPAL and the AGENT hereunder is the construction, operation and maintenance of a public museum in Brevard County, Florida to be situated on the real property hereinabove described and to be known and designated as the "GRACE AND ALBERT TAYLOR BUILDING" (herein sometimes called Museum).

3. Authorization of Agent.- PRINCIPAL hereby authorizes AGENT to act for PRINCIPAL in respect to the construction, operation and maintenance of Museum and all matters directly related thereto. Said authorization shall include the disbursement of funds for architectural fees, construction costs, surveys, compensation of museum employees, including but not limited to guides, caretakers and security personnel, and all other expenses pertaining to said construction, operation and maintenance: PROVIDED, however, that all such disbursements shall be made only at such time, in such amount and such manner as PRINCIPAL may from time to time approve and direct in writing and PRINCIPAL shall have no liability for any such disbursements in the absence of such prior written approval.

4. Prior Approval of All Plans and Expenditures.-

AGENT shall submit in advance to PRINCIPAL for the approval of PRINCIPAL all plans, and expenditure budgets or estimates pertaining thereto, for the construction, maintenance and operation of Museum, and shall not proceed until it has the written approval of PRINCIPAL to such plans and expenditures, and PRINCIPAL shall have no liability for any such expenses in the absence of such prior written approval.

5. Utilities, Repairs and Maintenance.- AGENT

shall submit to PRINCIPAL for prior written approval all anticipated expenses for utilities, repairs and maintenance in respect to Museum, and PRINCIPAL shall have no liability in respect to such expenses in the absence of such prior written approval to AGENT.

6. Limitation of Liability.- PRINCIPAL, as the

fiduciary of said Trust, shall have no greater overall financial liability in respect to Museum than the assets of said Trust which are available under the terms and provisions of said Trust to pay such liability, all as construed by a Court of competent jurisdiction. Any funds received by PRINCIPAL from AGENT, or from a governmental entity, or from the public at large shall be subject to such liabilities.

7. Mortgage Liability.- The Museum property may

not be mortgaged or hypothecated during the construction of the building and for a period thereafter including one full calendar year of public operation. In the event any mortgage liability should be incurred in respect to Museum at any time PRINCIPAL shall have no liability in respect thereto.

8. Indemnification and Insurance.- AGENT agrees

that it will indemnify and save harmless PRINCIPAL from any and all liability, claims, damages, proceedings and causes of action arising out of or connected with the use, occupation, management or control of Museum and the furniture, furnishings, equipment and fixtures contained therein or used in connection therewith, to the extent that said liabilities exceed insurance

coverage on said property and available assets of PRINCIPAL to pay same. AGENT further agrees to provide and maintain at all times during the term of this Agreement, without cost to PRINCIPAL, policies of insurance generally known as public liability policies insuring PRINCIPAL against any and all claims, demands or causes of action whatsoever for injuries received or damage to property in connection with the use, occupation, management and control of the museum and its contents. Such policies of insurance shall insure PRINCIPAL in an amount not less than One Hundred Thousand (\$100,000.00) Dollars to cover the claims of any one person from any single or specific cause and in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars to cover any and all claims in connection with one particular action or occurrence that may arise or be claimed to have arisen against PRINCIPAL. In addition, AGENT shall carry and maintain without cost to PRINCIPAL during the continuance of this Agreement comprehensive property damage insurance in the amount of the cost or value, whichever is the greater, of Museum, together with insurance on and during the construction of Museum equal to the greater of cost or value of such construction prior to the completion of the building.

9. Construction Time Limitation. - Time shall be of the essence of this Agreement. Construction of Phase One (1) of Museum shall be completed within three (3) years from the date of the execution of this Agreement, and diligently pursued once begun. "Phase One" shall include for the purposes of this Agreement only the initial construction of Museum. Museum shall be in operation prior to the expiration of three (3) years from date of this Agreement.

10. Display and Preservation of Taylor Artifacts. - The artifacts owned by the Grace Webster Taylor Trust are now held and stored by AGENT on receipt of AGENT and insurance is being carried thereon in the amount of Twenty Thousand

(\$20,000.00) Dollars by PRINCIPAL and by the Brevard Community College in whose building said artifacts are temporarily stored. AGENT hereby covenants that said Taylor artifacts shall be appropriately displayed and arranged to the optimum public view, use and benefit in the aforesaid GRACE AND ALBERT TAYLOR BUILDING or in the immediate area of said Museum, and none of said artifacts are to be sold or otherwise disposed of without the prior written approval of PRINCIPAL. On completion of Museum and the placing of said artifacts therein, AGENT covenants that it will provide and maintain at all times thereafter comprehensive property insurance coverage on said Taylor artifacts in the amount of not less than Twenty Thousand (\$20,000.00) Dollars or such amount as may be indicated by a current appraisal of said artifacts, whichever amount may be the greater.

11. Principal to Receive Funds.- The parties hereto recognize and agree that AGENT shall, to the extent feasible under its Charter, further act for PRINCIPAL in conducting appropriate fund-raising activities and drives and in transmitting funds from all available sources, including funds of AGENT, to PRINCIPAL in support of the aforesaid objective of PRINCIPAL. It is recognized by the parties that admission fees may be charged the public for entry to said property; that rental fees may be charged for the use of the facilities; that funds may be raised through the operation of a gift shop or similar undertaking; and, that all funds received from the public for these or related services and facilities will be paid over to PRINCIPAL to be used in carrying out the purposes of this Agreement: PROVIDED, however, that AGENT shall not be obligated to pay over to PRINCIPAL the membership dues received by AGENT from its members. It is further understood that AGENT is engaged in other activities separate from the operation of the GRACE and ALBERT TAYLOR BUILDING, and that AGENT shall not be obligated to pay over to PRINCIPAL any funds of AGENT, or funds received by AGENT, in conjunction with such other activities

of AGENT. Provided further, that the obligations of this Paragraph 11 shall be construed so as not to deprive AGENT of its financial integrity.

12. Illegal, Unlawful or Improper Use.- In acting as special Agent for PRINCIPAL under this Agreement, AGENT covenants that no unlawful, improper, immoral or offensive use of the Museum shall be permitted by AGENT and that said Museum shall not be used for any purpose other than purposes consistent therewith.

13. Necessity of Prior Court Approval.- The parties hereto understand and agree that the execution of this Agreement by PRINCIPAL must be preceded by Court approval of this Agreement and the Sublease Agreement above referred to from the City of Cocoa, Florida, and that a copy of the Court Order approving same, if and when obtained, will be attached to and made a part of this Agreement.

14. Termination of this Agreement.- At any time following construction and operation of Museum for one (1) full calendar year, PRINCIPAL may terminate this Agreement by conveying all of its interest in the said leasehold and improvements, including Museum, to AGENT. Such conveyance shall be made only if AGENT first gives adequate assurance to PRINCIPAL that Museum will continue to be operated and maintained in a manner consistent with the provisions of the aforesaid Taylor Trust, and consistent with the said Court Order pertaining thereto.

15. Amendment or Revocation.- This is an agency agreement coupled with an interest, and is only revocable by mutual consent of the parties hereto except as provided in Section 14 above; but it is understood that for breach of covenant either party may rescind as provided by law. Any amendment to this Agreement shall be made by mutual agreement of the parties in writing, and such writing shall be attached to and made a part of this Agreement.

16. Assignability.- This Agreement shall not be

assigned by either party hereto without the express consent of the other party.

17. Agreement Binding.- This Agreement shall be binding upon the parties hereto, their successors in interest, and all persons or corporations claimed through, by or under said parties.

18. Notice.- Notice under this Agreement shall be given to the respective parties hereto as follows:

PRINCIPAL - Florida First National Bank of
Jacksonville as Trustee of
Testamentary Trust created
under the Last Will and Testa-
ment of Grace Webster Taylor,
Deceased
West Bay Annex
Jacksonville, Florida 32203
Attention: Trust Department

AGENT - The Brevard Museum, Inc.
c/o Fred D. Leone, Esq.
P. O. Box 1536
Cocoa, Florida 32922

19. Governing Law.- This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their respective seals, in sextuplet, this 2nd day of July, 1975.

Signed, sealed and de-
livered in the presence
of:

FLORIDA FIRST NATIONAL BANK OF
JACKSONVILLE, FLORIDA, AS TRUSTEE
OF THE GRACE WEBSTER TAYLOR TRUST

Alma E. Johnston

By: Jessie Benson
Vice President

Victoria J. Lee

Attest: Shelley D. Hines
Asst. Cashier

(PRINCIPAL)

THE BREVARD MUSEUM, INC.

Fred D. Leone

By: William D. Leone
President

James G. Sawyer

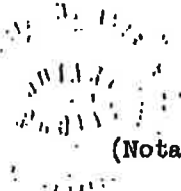
Attest: Joseph J. Brown
Secretary

(AGENT)

STATE OF FLORIDA }
COUNTY OF DUVAL }

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAURENCE ARENSON and Shella H. Hines, to me known and known to be the persons described in and who executed the foregoing Special Agency Agreement as VICE-PRESIDENT and ASSISTANT CASHIER, respectively, of the Florida First National Bank of Jacksonville, as Trustee of the testamentary trust created under the Last Will and Testament of Grace Webster Taylor, deceased, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Special Agency Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of June, 1975.

 Ruth M. Tami
Notary Public
State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires May 24, 1976

(Notarial Seal)

STATE OF FLORIDA }
COUNTY OF BREVARD }

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TC Anderson and Ralph I. Horne, to me known and known to be the persons described in and who executed the foregoing Special Agency Agreement as President and Vice President, respectively, of The Brevard Museum, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said Special Agency Agreement is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of July, 1975.

John J. Tami
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Issued By American Ins & Casualty Co.

(Notarial Seal)