<b>RESOLI</b>	UTION	NO.	

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH CURIODYSSEY FOR THE NEGOTIATION OF A GROUND LEASE AT COYOTE POINT PARK IN SAN MATEO FOR THE CONSTRUCTION OF A NEW REGIONALLY FOCUSED SCIENCE MUSEUM AND WILDLIFE CENTER

**RESOLVED,** by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, since 1978, CuriOdyssey, formerly the Coyote Point Museum Association, has operated the Coyote Point Museum located at Coyote Point Park, which is owned and operated by the County of San Mateo, under the terms of Lease 5023, as amended, which expires on May 7, 2022; and

**WHEREAS**, CuriOdyssey desires to make major improvements to the museum including renovation of the facilities and replacement of the museum structure; and

WHEREAS, County and CuriOdyssey desire to enter into a Memorandum of Understanding to memorialize County and CuriOdyssey's willingness to negotiate a ground lease and to set forth the general terms of such lease; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a Memorandum of Understanding (the "MOU"), reference to which is hereby made for further particulars, which memorializes the County and CuriOdyssey's commitment to negotiate a ground lease at Coyote Point Park, which lease will be for an initial term of thirty years with two options to extend for an additional

fifteen years each; will authorize CuriOdyssey to make renovations and construct a new museum at the site of the existing structure; and will shift the responsibility for utilities, maintenance and insurance from the County to CuriOdyssey. Additionally, the lease will require CuriOdyssey to pay to the County one percent of its annual earned revenue; and

**WHEREAS**, this Board has been presented with the MOU and has examined and approved same as to both form and content; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Memorandum of Understanding for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

IT IS FURTHER DETERMINED AND ORDERED that the County Manager or his designee is hereby authorized to accept or execute on behalf of the County, any and all notices, options and documents associated with the MOU.

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