

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF JACKSONVILLE,
JEA, AND THE
JACKSONVILLE ARBORETUM & GARDENS, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), is made this 21 day of Jan, 2009, between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address is 117 W. Duval Street, Jacksonville, Florida 32202 (hereinafter referred to as "CITY"), **JEA**, a body politic and corporate, whose post office address is 21 W. Church Street, Jacksonville, Florida 32202 (hereinafter referred to as "JEA"), and **JACKSONVILLE ARBORETUM & GARDENS, INC.**, a Florida not for profit corporation, whose address is P.O. Box 350275, Jacksonville, FL 32235 (hereinafter referred to as "ARBORETUM").

WITNESSETH:

WHEREAS, in or about September, 1976, the Environmental Protection Agency ("EPA") provided a Federal Construction Grant to the CITY in the approximate amount of \$22,047,733 (the "EPA Grant") for construction of the 46.98 acre Arlington East Regional Water Treatment Facility on Milcoe Road in Jacksonville, Florida (the "Facility");

WHEREAS, the EPA Grant provided for establishment of an undisturbed 100 to 200 foot buffer along each of the boundaries of the Facility (the "Plant Buffer") as depicted in the map attached as Exhibit A;

WHEREAS, because of community concerns, a special condition was added to the EPA Grant, whereby the City agreed to acquire for use as a passive recreation park and additional buffer zone, the 114 acre tract shown in Exhibit II of the Final Environmental Impact Statement (the "Buffer Tract") which is also depicted on the map attached as Exhibit A;

WHEREAS, the Buffer Tract (less one parcel) was acquired by the City in the 1970s, but responsibility for the Buffer Tract was not transferred to the City's Department of Parks and Recreation for development of a passive recreation park; rather, the Buffer Tract was retained by the City's Department of Public Utilities and was not open to the public;

WHEREAS, in or about 1997, the City transferred all of the City's water and wastewater system, including all real and personal property, as well as personnel of the Department of Public Utilities relating to utility functions, to JEA by Ordinance 97-229-E;

WHEREAS, in or about 2003, failure to develop the Buffer Tract as a passive recreation park and to make the Buffer Tract available for use by the public was brought to the attention of the EPA by members of the surrounding community, including the Greater Arlington Civic Council and Holly Oaks Community & Swim Club, Inc.;

WHEREAS, JEA acquired title to the last parcel within the Buffer Tract and asked EPA to approve use of the Buffer Tract by a not-for-profit corporation for development of an arboretum and gardens and EPA accepted the proposal to use the Buffer Tract (less the JEA electric substation site) for an arboretum/gardens;

WHEREAS, in or about 2005, by Resolution 2005-634-A, the City and JEA agreed that JEA would retain the Facility and the electric substation site but JEA would convey its interest in all of the remaining Buffer Tract (the "Arboretum Lands") to the City so that the Arboretum Lands could be developed and used for a passive recreation park;

WHEREAS, in July, 2006, the City leased the Arboretum Lands to ARBORETUM for a term of 20 years for development and operation of a passive park, arboretum and gardens, a copy of which Lease is attached as Exhibit B;

WHEREAS, after approval of its Lease, ARBORETUM developed a conceptual Master Plan for development of the arboretum and gardens on the Arboretum Lands, a copy of which Master Plan is attached as Exhibit C, and commenced construction of the parking area and initial trail system on the Arboretum Lands;

WHEREAS, JEA desires to use a portion of the Plant Buffer abutting its common boundary with ARBORETUM for expansion of its Facility as depicted (in red and green) on the map attached as Exhibit D;

WHEREAS, at the request of EPA, a public meeting was held on January 9, 2008, wherein JEA presented its plans for use of the Plant Buffer (which were substantially the same as the plans attached as Exhibit D) and agreed that no improvements other than the currently planned improvements which are shown on the map in green and red would be constructed within the Plant Buffer, agreed that future construction of the improvements depicted on the map in yellow and blue would require further notice to and the consent of the EPA as well as notice to ARBORETUM, agreed that JEA would landscape and plant bushes all along the Plant Buffer (and not just where landscaping was shown on the plans presented at the meeting) where the natural vegetation had been disturbed in prior years, and agreed that JEA would provide funds for improvements (including utilities) to the Arboretum Lands to mitigate its use of the Plant Buffer, as well as the other undertakings of JEA as more fully set forth in JEA's minutes of the public meeting which are attached as Exhibit E;

WHEREAS, JEA proposes to mitigate its use of the Plant Buffer adjacent to the Arboretum Lands by making a grant to the CITY for the use and benefit of the ARBORETUM;

WHEREAS, on July 22, 2008, by Ordinance 2008-483-E, attached hereto as Exhibit F, the City approved the granting of funds by JEA to the CITY for the benefit and use of the ARBORETUM, as provided therein and under the terms and conditions stated herein; and

WHEREAS, the EPA has approved JEA's plans for use of the Plant Buffer as stated herein, pursuant to its letter dated September 18, 2008, attached hereto as Exhibit G.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **JEA UNDERTAKINGS:** JEA will provide a Grant of \$200,000.00 to the CITY for the use and benefit of the ARBORETUM (the "JEA Grant") which will be used solely for providing utilities, including reuse water, and other amenities to the Arboretum Lands, such as (by way of example) additional landscaping and buffering, security gates, restrooms, water fountains, signage, and for such other purposes as may be agreed to by CITY, including design and engineering costs and expenses related thereto. Notwithstanding the foregoing, however, it is expressly agreed and understood that only an initial draw in the amount of \$41,306.45 (the "Initial Draw") will be made immediately by JEA to the CITY for disbursement to ARBORETUM, and that the remaining balance of the JEA Grant shall not be disbursed to CITY by JEA until such time as JEA's current budgetary constraints are removed and monies are available to fund a capital project which includes the construction of improvements in the Plant Buffer, but in no event before any work commences to construct any improvements within the Plant Buffer.
2. **CITY UNDERTAKINGS:** CITY will administer and disburse the JEA Grant to ARBORETUM on a "draw for work-in-place" manner or on a cost reimbursement basis. Such payment will be made within twenty (20) days after ARBORETUM's submittal of documentation to the CITY, consisting of bills, invoices, and other information requested by the CITY's General Accounting Division, to justify withdrawal or reimbursement payment to ARBORETUM.
3. **ARBORETUM UNDERTAKINGS:** ARBORETUM will use the JEA Grant to make improvements to the Arboretum Lands as described in Section 1 of this Agreement.
4. **LIABILITY:** ARBORETUM shall be responsible for the acts and omissions of its employees regarding this Agreement. Nothing contained herein shall be construed as a waiver of any limitation of liability that the CITY and/or the JEA may enjoy or any other law providing limitations on claims. In addition, nothing contained herein shall be construed as a waiver of any limitation of liability which may be enjoyed by the CITY and the JEA for providing land to the public for passive recreational purposes, or any other law providing limitations on claims against the CITY and the JEA.
5. **NON-DISCRIMINATION:** As a condition of this Agreement, the ARBORETUM, the CITY and the JEA hereby covenant and agree not to discriminate against any individual on the basis of race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.

6. **MODIFICATION OF AGREEMENT:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein shall be valid unless in writing and lawfully executed by all parties. It is the intention of the ARBORETUM, the CITY and the JEA that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between and among the parties arising out of or affecting this Agreement unless such waiver or modification is in writing and executed as aforesaid. The provisions of this Section 5 shall not be waived without compliance with said writing and execution requirements.
7. **RELATIONSHIP OF PARTIES:** It is understood that an employer-employee relationship does not exist between and among the ARBORETUM, the CITY and the JEA, and none of the parties shall be responsible for providing Workers' Compensation Insurance and withholding services for the other parties or their employees. Each of the parties stipulate that they are not aware of any conflict of interest prohibiting them from entering into this Agreement.
8. **OTHER AGREEMENTS:** This Agreement contains the complete agreement between and among the ARBORETUM, the CITY and the JEA. Each party acknowledges reliance on its own judgment in entering into this Agreement. The ARBORETUM, the CITY and the JEA further acknowledge that any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by any of the parties in their dealings with the other parties in entering into this Agreement.
9. **PUBLIC RECORDS:** The ARBORETUM, the CITY and the JEA shall abide by the provisions of Chapter 119, Florida Statutes, allowing public access to all documents, papers, letters, or other material as applicable.
10. **BREACH OF COVENANT:** In the event that any party shall fail or neglect to perform or observe any covenant contained herein, and such default shall continue for a period of thirty (30) days after receipt of written notice from the offended party or parties to the other, then the offended party or parties may terminate this Agreement.
11. **NOTICES:** Any and all notices which are permitted or required in this Lease shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Jacksonville:

Office of the Mayor
City of Jacksonville
City Hall at St. James
117 West Duval Street, Suite 400
Jacksonville, Florida 32202

With Copy To:

Office of the Director
City of Jacksonville
Recreation and Community Services Department
Ed Ball Building
214 N. Hogan Street, ___ Floor
Jacksonville, FL 32202

Or

128 East Forsyth Street
Florida Theater Building, Suite 700
Jacksonville, Florida 32202

If to Arboretum:

Jacksonville Arboretum and Gardens, Inc.
c/o Lynda R. Aycok
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

If to JEA:

JEA
21 W. Church Street, CC-6
Jacksonville, FL 32202
Attention: Director, Real Estate Services

or such other address either party from time to time specify in writing to the other.

12. **SEVERABILITY AND CHOICE OF VENUE:** This Agreement shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Duval County, Florida.
13. **JURY TRIAL WAIVER:** As consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party

pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

14. **ENTIRE AGREEMENT** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

Each party is signing this agreement on the date stated below that party's signature. The latest date of signing shall be inserted in the first sentence of the first page and shall be deemed the effective date of this Agreement.

CITY OF JACKSONVILLE

ATTEST:

Neill W. McArthur, Jr.
Neill W. McArthur, Jr., Corporation Secretary



By: Kerri Stewart
John Peyton, Mayor

WITNESSES:

Ivy L. Dwyer-Frazee
Print Name: Ivy L. Dwyer-Frazee

Date: 1/19/09 Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12

MARSHIA LOZBE
Print Name: MARSHIA LOZBE

STATE OF FLORIDA
COUNTY OF DUVAL

Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12 FOR

The foregoing instrument was acknowledged before me this 21 day of Jan, 2009, by John Peyton and Neill W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation and political subdivision of the State of Florida, on behalf of the City. Such persons are personally known to me.

Ivy L. Dwyer-Frazee
Ivy L. Dwyer-Frazee
(Print Name)
Notary Public

Approved as to Form for City of Jacksonville:

Jeffrey D. Smith
Jeffrey D. Smith
Assistant General Counsel



David Steinau

WITNESS

David Steinau
PRINT/TYPE WITNESS NAME

Eileen Connolly
WITNESS

EILEEN CONNOLLY
PRINT/TYPE WITNESS NAME

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9 day of January, 2008 by Donald L. Bush, Sr. the Director, Real Estate of JEA, a body politic and corporate, on behalf of JEA, who is personally known to me.

JEA, a body politic and corporate

By: [Signature]

Date: 1/9/09

David Steinau
David Steinau
(Print Name)
Notary Public
My commission expires: 5/29/10

Approved as to Form for JEA:

[Signature]
Jeffrey D. Smith
Assistant General Counsel

DAVID STEINAU
Notary Public, State of Florida
My comm. exp. May 29, 2010
Comm. No. OD 557173

JACKSONVILLE ARBORETUM & GARDENS,
INC., a Florida corporation not for profit,

Aimee A. Lopiano
WITNESS

AIMEE A. LOPIANO
PRINT/TYPE WITNESS NAME

[Signature]
WITNESS

Lynda R. Aycock
PRINT/TYPE WITNESS NAME

By: [Signature]
Title: CHAIR PERSON / PRESIDENT
Meg Gaffney
Date: 1.8.09

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing agreement was acknowledged before me this 6th day of January, 2008 by Meg Gaffney, the chairman/President of JACKSONVILLE ARBORETUM & GARDENS, INC., a Florida not for profit corporation, on behalf of the corporation, who [X] is personally known to me or [] produced _____ as identification.



Lynda R. Aycock
Commission # DD383349
Expires January 24, 2009
Bonded Trey Patti - Insurance, Inc. 800-385-7019

[Signature]
Notary Public
My commission expires:

EXHIBITS

EXHIBIT A - Exhibit II to EPA EIS (Depiction of Plant Buffer and Buffer Tract)

EXHIBIT B - COJ Lease to Jacksonville Arboretum & Gardens, Inc.

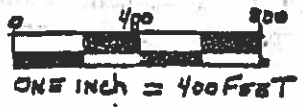
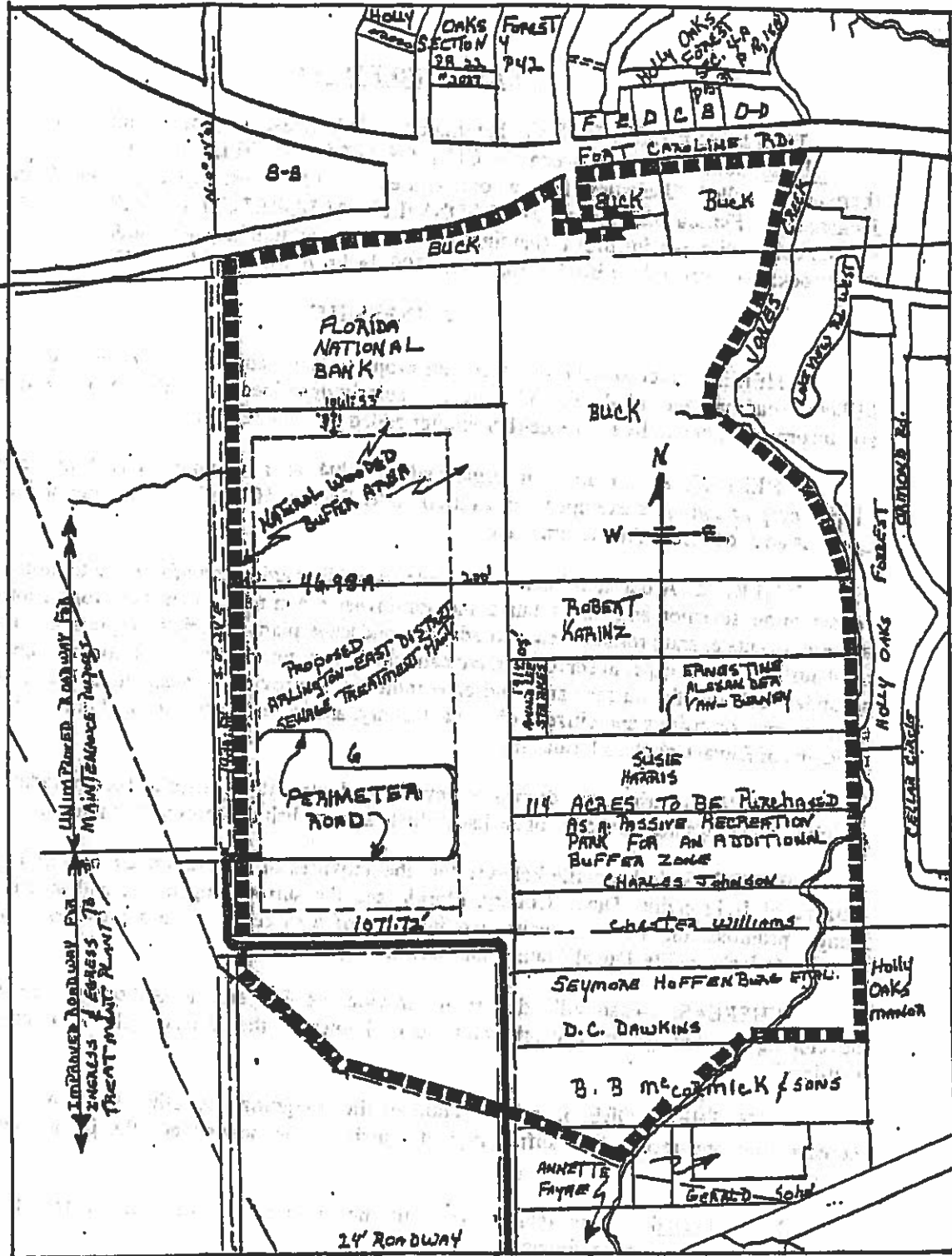
EXHIBIT C - Conceptual Master Plan for Arboretum

EXHIBIT D - JEA Plans for Improvements in Plant Buffer

EXHIBIT E - Minutes of Public Meeting held on January 9, 2008

EXHIBIT F - Ordinance 2008-483-E

EXHIBIT G - Letter dated September 18, 2008 from EPA to JEA



■■■■■ BUFFER AREA BOUNDARY

EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called "Lease") is entered into this 21st June, 2006, by and between the CITY OF JACKSONVILLE, a municipal corporation (hereinafter called "Jacksonville") whose address is 11th West Duval Street, Suite 400, Jacksonville, Florida 32202, and JACKSONVILLE ARBORETUM & GARDENS, INC., a Florida corporation not for profit, (hereinafter called "Arboretum"), whose address is c/o Lynda R. Aycock, 1301 Riverplace Boulevard, Suite 1500, Jacksonville, Florida 32207.

WITNESSETH:

WHEREAS, Jacksonville owns certain property lying adjacent to and contiguous with Millcoe Road and Merrill Road, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "Property"), and

WHEREAS, Arboretum was organized in 2004 as a volunteer based not-for-profit Florida corporation to be exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time, and

WHEREAS, Arboretum intends to develop a public garden and arboretum to promote the conservation, selection and use of native and non-invasive non-native plants of North Florida, to acquire, evaluate, and promote new and adapted landscape plant materials, to promote diversity of plants in the landscape, to serve as an educational facility for elementary, secondary, and post-secondary schools, the nursery and landscape industry, to provide an aesthetic and educational environment for visitors and citizens of Duval County, and to further the horticultural interests of residents of Duval County, Florida, and

WHEREAS, Arboretum desires to develop and support facilities to accommodate these activities and seeks the assistance of Jacksonville to accomplish the foregoing initiatives, and

WHEREAS, Jacksonville believes that the activities of Arboretum are beneficial to the citizens of Jacksonville, Duval County, Florida and the surrounding areas, and among other things, promotes the welfare, health and interests of area residents and provides economic benefits to Jacksonville, Duval County, and surrounding areas, and

WHEREAS, Jacksonville desires to provide the Property to Arboretum for use in developing a public garden and arboretum to be known as the "Jacksonville Arboretum and Gardens";

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. As used in this Lease, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural

number and vice versa. the male gender shall include the female gender and vice versa. If the context clearly requires otherwise.

(a) "Arboretum" means Jacksonville Arboretum & Gardens, Inc., a not-for-profit corporation established under and existing in good standing in the State of Florida as a Florida corporation and to be exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

(b) "Development Plan" means the conceptual master plan for the Property, including but not limited to renderings, drawings, plans and cost estimates of the improvements to the Property to be developed for the Property and approved by Jacksonville and all other governmental authorities having jurisdiction over the Property.

(c) "Final Plans and Specifications" means the design specifications for the Property, which have been approved by Jacksonville and all other governmental authorities having jurisdiction over the Property, including any approvals of use of wetlands (if applicable).

(d) "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, including federal administrative orders on consent or state consent orders, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over Jacksonville, Arboretum, the Property and/or the improvements, including but not limited to all provisions, conditions, terms and use restrictions imposed upon the Property by the United States Environmental Protection Agency. Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes and Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Codes or regulations; and all Florida Statutes, Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both with and outside present contemplation of the respective parties to this transaction.

(e) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances or related materials including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. §§ 1808 et seq.);

(iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.);

(iv) The Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.);

(v) The Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.);

(vi) Regulations adopted and publications promulgated pursuant to the foregoing;

(vii) Any other Governmental Requirement; and

(viii) Any other material, of which its use, release, disposal, or presence may result in liability under any Government Requirement or common law action.

(f) "Jacksonville" means the City of Jacksonville, Florida, a municipal corporation and political subdivision established by and existing under Chapter 67-1320, Laws of Florida, as amended and supplemented, and other provisions of law, including any representative or agent of Jacksonville with respect to the Property.

(g) "Lease" means collectively this Lease Agreement and any and all exhibits thereto including any amendments or addendums which may supplement, modify or amend same.

(h) "Lease Term" or "Term" means the term of this Lease which is a period of twenty (20) years commencing on May 1, 2006 and terminating on April 30, 2026.

(i) "Property" means the Jacksonville real property more specifically described on Exhibit "A" and all existing improvements located thereon and all improvements constructed or installed thereon by Jacksonville or Arboretum during the Lease Term.

(j) "Section" means the numerical sections of this Lease and the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

(k) "Sponsorship" or "Sponsor" means a for profit or not for profit corporation, general or limited partnership, joint venture, sole proprietorship, association, person, or entity which contributes services, goods or funds in support of any one or more activities at the Property, or in support of an organization which contracts for, promotes or otherwise sponsors, in whole or in part, any one or more activities at the Property.

3. Representations, Warranties, Validity and Binding Effect. Arboretum represents, warrants and agrees as follows:

(a) Arboretum is a Florida not-for-profit corporation, respectfully, duly organized, validly existing and in good standing under the laws of the State of Florida with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this Lease.

(b) After a duly called meeting of its board of directors, at which a director was present and acting throughout, the Arboretum authorized the execution and delivery of this Lease, and such corporate authorization remains in full force and effect and has not been revoked or modified in any respect whatsoever.

(c) This Lease is a legal, valid and binding obligation of Arboretum, enforceable against Arboretum, in accordance with its covenants, conditions and terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium or other similar laws effecting the enforcement of creditors' rights generally.

(d) The execution and delivery of this Lease and compliance with the covenants, conditions and terms hereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state or local law, court or administrative regulation, judgment, decree or order, or any agreement, indenture or other instrument to which Arboretum is a party.

(e) Arboretum is not in breach of or in default under any applicable federal, state or local law, ordinance, court or administrative regulation, decree or order or any agreement, indenture or other instrument of which Arboretum is a party and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this Lease or would affect materially or adversely the financial condition, operation or properties of Arboretum to perform its obligations hereunder.

(f) There is no action, suit, proceeding, inquiry or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which Arboretum is a party pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status or powers or the titles of its officers to their respective offices; or (ii) contesting the validity, the power of Arboretum to execute and deliver, or affecting the enforceability of, this Lease, or contesting or affecting the power of Arboretum to consummate the transactions contemplated by this Lease, or (iii) wherein an unfavorable court decision, ruling or finding would materially affect the financial position of Arboretum.

4. Lease. In consideration of the representations, warranties, agreements and covenants contained herein, Jacksonville shall lease to Arboretum for the Lease Term the Property in accordance with all of the provisions, covenants, conditions and terms herein. The Property is provided to Arboretum in its "AS IS" condition and without representation or warranty by Jacksonville as to the suitability or condition of the Property for Arboretum's use.

5. Rent. Arboretum agrees to pay to Jacksonville annually during the Lease Term, without notice or demand, at Jacksonville's address referenced herein, the rent of \$1.00 per year, together with all applicable tax payable and due thereon. Said rent shall be payable on the 1st day of May of each year beginning May 1, 2006 and shall continue for each consecutive year of the Lease Term thereafter unless otherwise terminated as described herein.

6. Taxes and Other Charges. Arboretum shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, if any, which shall, or may during the Lease Term, be charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with the use, occupancy or possession of the Property or any part thereof, or the improvements and other related structures and facilities developed and constructed by Arboretum thereon. The real estate taxes, if any, for the calendar year in which the Lease Term begins and ends shall be paid in full by Arboretum (whether or not the tax bill has been issued at the date of termination) and shall not be pro-rated between the respective parties.

7. Use of Property. Arboretum shall use the Property for the purpose of developing, constructing, maintaining and operating an arboretum and gardens for the general public, together with related improvements, structures, facilities and buildings. No other use of the Property is permitted without the prior written consent of Jacksonville, which consent may be withheld in its sole and absolute discretion. Arboretum will allow use of the Property by Jacksonville and community organizations when the use of the Property is not required by Arboretum and such use of the Property is consistent with the preservation, maintenance, operation and security of same; such use of the Property shall not be unreasonably withheld by Arboretum. Notwithstanding any contrary provision of this Lease, City shall pay no fee or charge for its use of the Property. Arboretum acknowledges and agrees that the Property is subject to certain provisions, conditions, terms and use restrictions which are imposed upon the Property by the United States Environmental Protection Agency. Arboretum agrees to be in compliance at all times and to comply with all Governmental Requirements imposed upon the Property, and shall not in any way subject Jacksonville to liability or exposure for failure to adhere to same:

8. Improvements to Property.

(a) Arboretum will develop a Development Plan for the Property and submit the same to Jacksonville within twelve (12) months from the date of this Lease for review and approval. The Development Plan shall consist of:

1. Text explaining vision and conceptual plans for the Property;
2. Drawings showing trails and future improvements; and
3. Cost estimates;

In the event Jacksonville should disapprove any aspect of the Development Plan, Arboretum shall promptly make the required adjustment(s) or change(s) and resubmit the Development Plan to Jacksonville for approval. Once the Development Plan is approved, any changes or modifications to the Development Plan shall require the prior written consent of Jacksonville, which consent may be withheld in the sole discretion of Jacksonville.

(b) Arboretum shall construct and/or provide as a minimum the following facilities on the Property:

(i) Construct a parking lot of polypavement, driveway from Millers Road to the parking lot, and one hundred (100) yards of polypavement in accordance with the Final Plans and Specifications

(ii) Arboretum shall prepare the Property for construction, including all site work, retention, drainage, wetlands tree mitigation if applicable, landscaping, and other site requirements, in accordance with applicable federal, state and local laws. Arboretum shall be responsible for all costs and expenses associated with the site work.

(c) Arboretum shall have the right and obligation to prepare plans and specifications for all of the improvements described in Section 8(b). The plans and specifications shall consist of:

1. working drawings
2. technical specifications
3. bid documents, if applicable, for construction
4. schedule for accomplishing improvements
5. cost estimates

Arboretum shall submit all the forgoing items to Jacksonville for approval prior to obtaining a building permit and the commencement of construction of any improvements, which approval shall not be unreasonable withheld or delayed.

In the event Jacksonville should disapprove Arboretum's plans or project costs thereof, Arboretum shall promptly make the required adjustment(s) or change(s) and resubmit its plans and project costs to Jacksonville for approval.

The Parties acknowledge and agree that time is of the essence in this Lease, and that all construction, improvements, equipment and landscaping must be made in accordance with the requirements stated herein and in conformity with applicable Governmental Requirements. Approvals given by Jacksonville shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all legal requirements, therefore, shall at all times remain with Arboretum. Arboretum shall commence construction of the improvements set forth in Section 8(b) on or before April 1, 2008 and complete construction on or before September 1, 2008.

(d) Before starting and until the completion of the construction of any improvements over the value of \$10,000.00, FOUNDATION shall require its contractor(s) to procure and maintain insurance of the types and in the minimum amount stated below:

SCHEDULE

LIMITS

Worker's Compensation

Worker's Compensation &
Employer's Liability (including
appropriate Federal Acts)

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease Each Employee

Commercial General Liability

Premises-Operations
Products-Completed Operation
Blanket Contractual Liability
Independent Contractors

\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

All automobiles (owned,
hired or non-owned)

\$1,000,000 Contained Single Limit

Builder's Risk Insurance

Equal to the amount of the
construction contract

Jacksonville shall be named as additional insured under all of the above Commercial General Liability Insurance. The above-required insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to the Chapter 624, Florida Statutes. Before starting construction, Certificates of Insurance evidencing the maintenance of said insurance shall be furnished to Jacksonville. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Jacksonville. Any indemnification provisions in this Lease are separate and apart and in no way limited by the insurance amounts stated above. A waiver of subrogation shall be included on Worker's Compensation and Employer's Liability insurance, and all other required insurance in favor of Jacksonville to the extent reasonably obtainable.

(e) It is the intent of the parties that Jacksonville shall be an intended beneficiary of all warranties relating to the construction of any improvements, and Arboretum shall require all warranties to so designate Jacksonville to the extent practicable. Prior to substantial completion, Arboretum shall require all contractors to give reasonable notice to Jacksonville in order that Jacksonville may participate in final walk-through and punch list inspection. Prior to completion and close-out of the construction work, Arboretum shall require its contractors to give reasonable notice to Jacksonville of all close-out training, including, but not limited to start-up of equipment and operations and maintenance procedures in order that Jacksonville may participate. Arboretum shall cause the contractors to deliver to Jacksonville all warranties upon completion of the construction work.

(f) Arboretum shall require any contractor or contractors performing work valued over \$50,000 at the Property to furnish a Construction 100% Performance and Payment Bond in an

amount not less than the full amount of the contract price for completing the build-out of all improvements, as surety for the faithful performance of the contract by the contractor, and for the payment of all persons performing labor and furnishing materials in connection with the work. Arboretum shall, before the commencement of any construction, furnish Jacksonville with evidence of the Construction Bond as outlined herein. If at any time during the continuance of the contract a surety on the contractor's bond or bonds becomes irresponsible, Jacksonville shall have the right to request additional and sufficient sureties, which Arboretum shall require the contractor to furnish within ten (10) days after receipt of written notice from Jacksonville to do so.

(g) In the event Arboretum fails to complete the construction of any improvements, Jacksonville shall have the right, but not the obligation, to complete the construction of the improvements at the sole cost and expense of Arboretum.

(h) Arboretum shall obtain, at its own expense, any applicable permits, changes to existing permits, any architectural approvals and zoning approvals as may be required by federal, state and local laws and regulations for the construction of any improvements and Arboretum's use of the Property.

(i) It is understood and agreed between the parties that all improvements constructed by or on behalf of Arboretum shall become the property of Jacksonville free and clear of all construction or other liens. Arboretum shall deliver to Jacksonville contractor(s)' affidavits and waivers of lien from all those who supplied labor, material or services in connection with the construction of the improvements together with satisfactory proof of full payment of such.

(j) Arboretum agrees to comply, and to require any contractor, subcontractor or supplier to comply with all applicable federal, state and local laws, rules, ordinances and regulations.

(k) Subject to the provisions and limitations of Section 768.28, Florida Statutes, Jacksonville shall be responsible for contaminated media or Hazardous Materials that were in or on the Property before Arboretum's entering into this Lease, and shall defend and hold harmless the Arboretum for any costs, losses, and damages (including all attorney fees and court costs) arising out of or resulting from any contaminated media or Hazardous Materials that were in or on the Property before this Lease. If, because of the construction of any improvements, any federal, state or local regulatory or grant authority requires remediation of contaminated media or Hazardous Materials that were in or on the Property on the beginning date of the Term, then Jacksonville shall be responsible for proper removal, handling and disposal or other lawful remediation of such contaminated media or Hazardous Materials which requires removal because of the construction of improvements. Arboretum shall provide Jacksonville immediate written notice of any communication from regulatory or grant authorities concerning contamination, or remediation requirements. Notwithstanding any contrary provision of this Lease, Jacksonville shall not be liable to Arboretum for any delays incurred by Arboretum in the constructions of improvements due to remediation of contaminated media or Hazardous Materials.

(l) Arboretum shall indemnify, defend and hold harmless Jacksonville and its officers, employees, agents, invitees, guests and contractors from and against all claims, costs,

losses and damages (including, but not limited to, all attorney's fees and all court costs) caused by, arising out of, or resulting from construction of improvements, provided that any such claim, cost, loss or damage: (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property; and (2) is caused by acts or omissions of Arboretum or any of its contractors, subcontractors, suppliers, or any persons or organizations employed by any of them. The provisions of this Subsection 8(l) shall survive the expiration or termination of this Lease.

(m) Jacksonville shall assist Arboretum in the cost of planning, designing and constructing the improvements set forth in Section 8(b). Jacksonville shall contribute up to \$250,000.00 for such improvements. Jacksonville's contribution for said improvements shall be on a draw for work done basis or on a cost for reimbursement basis. Such payment will be made within twenty (20) days of Arboretum's submittal to Jacksonville of documentation, including bills, invoices and other documents satisfactory to Jacksonville's General Accounting Division to justify withdrawal or reimbursement payment to Arboretum. Arboretum shall provide the Parks, Recreation and Entertainment Department and the Council Auditor with a full accounting/report. Such accounting/report shall be in a form approved by the Council Auditor and shall include, but not be limited to, copies of all invoices and checks. Such accounting/report shall be submitted thirty (30) days after the date of this Lease and shall continue at thirty (30) day intervals until the improvements are completed and all construction costs are paid in full.

(n) Arboretum shall not, during the Lease Term hereof, without submitting the appropriate plans to Jacksonville for review and receiving the prior written approval of Jacksonville, which shall not be unreasonably withheld, conditioned or delayed, make any other improvements to the Property, or alter, modify, or make additions or improvements to any improvements now existing or built at any time during the Lease Term.

(o) Not less than sixty (60) days prior to construction of any vertical improvements on the Property, Arboretum shall deliver to Jacksonville and maintain and/or keep in full force and effect during the complete Term of this Lease, including any holdover and/or contract extensions thereof, and for a period of one hundred twenty (120) days subsequent to the termination or expiration of this Lease, a Demolition Bond (Bond) in an amount equal to the amount to demolish and remove all vertical structures from the Property. The Bond will be issued by a company authorized and licensed to transact business in the State of Florida, in a form acceptable to Jacksonville, and naming Jacksonville as obligee. The Bond will, by appropriate notation thereon, stipulate and agree that no change, extension of time, alteration or addition to the terms of this Lease, will in any way affect the company's obligations under the Bond, and that the company will agree to waive notice of such matters. If Arboretum fails to demolish and remove the vertical structures from the Property as required by this Lease, Jacksonville may proceed against the Bond. This shall not be Jacksonville's sole or exclusive remedy against Arboretum and Jacksonville may pursue any and all remedies set forth in this Lease or allowed by law or in equity. The Director, Department of Parks, Recreation and Entertainment may waive the requirement for Arboretum to provide the Demolition Bond in the event Jacksonville determines that it will not require the removal of the vertical improvements from the Property.

9. Maintenance, Repairs and Utilities. Arboretum shall, at its sole cost and expense, maintain and keep in good repair the Property, including the improvements and all other related structures and facilities thereto. Additionally, Arboretum shall:

- (a) Keep the Property in a safe condition.
- (b) Provide maintenance, mowing, litter control and general park supervision for the Property.
- (c) Be responsible for the installation charges for any gas, water, sewer, electric or other services used by Arboretum at the Property.
- (d) Promptly pay and be responsible for gas, water, sewer, garbage, electric, and or other charges which may become payable and due during the Lease Term for the gas, water, sewer, garbage, electric and other services used by Arboretum at the Property.
- (e) Be responsible for the installation and maintenance charges for any telephone facilities, computer facilities, or other communication facilities utilized by Arboretum at the Property.
- (f) Pay and be responsible for the costs of all maintenance and repair associated with Arboretum's use of the Property and/or the improvements and other related structures and facilities located thereon.
- (g) Arboretum shall be responsible for providing security, as deemed necessary by Arboretum, for the Property.

10. Insurance.

(a) Before entering the Property, and without limiting its liability under this Lease, Arboretum shall procure and maintain, at its sole cost and expense, during the Term of this Lease, insurance of the types and in the minimum amounts stated below:

Schedule

Workers' Compensation & Employer's Liability
(including appropriate Federal Acts)

Limits

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Disease/Each Employee

If Arboretum is not required to carry Workers' Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Arboretum is solely responsible for determining applicability of Chapter 440, Florida Statutes. Arboretum is responsible for workers compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. Arboretum shall provide to Jacksonville written confirmation verifying the exemption on Arboretum's letterhead, certified and signed by an officer or authorized representative of Arboretum.)

<u>Commercial General Liability</u>	\$1,000,000 Per Occurrence
Premises-Operations	\$2,000,000 Aggregate
Products-Completed Operation	
Blanket Contractual Liability	
Independent Contractors	

(Such liability insurance shall include coverage for pesticides and herbicides over-spray and run off for a minimum limit of \$1,000,000.)

<u>All-Risk Property Insurance</u>	Full Replacement Cost
For all buildings, improvements, betterments, equipment, materials and personal property at the Property	

<u>Automobile Liability</u>	\$1,000,000 Combined Single Limit
(All automobiles owned, hired or non-owned)	

<u>Sexual Molestation Coverage</u>	\$50,000 Per Occurrence
	\$250,000 Aggregate

(To be obtained by Arboretum in the event programs are provided that include childcare and/or direct supervision services of children or vulnerable persons.)

Jacksonville shall be named as an additional insured under the Commercial General Liability, and Sexual Molestation coverages. Jacksonville shall be named as a loss payee under All-Risk Property Insurance. Arboretum shall provide a waiver of subrogation on the Worker's Compensation and Employer's Liability insurance, and on all other required insurance in favor of Jacksonville to the extent reasonably available.

(b) Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to Section 624, Florida Statutes. Prior to entering the Property, Certificates of Insurance approved by Jacksonville's Risk Manager evidencing the maintenance of said insurance shall be furnished to Jacksonville. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Jacksonville. Any indemnification provisions in this Lease are separate and apart and in no way limited by the insurance amounts stated above.

(c) Arboretum shall provide such other insurance of the types, amounts and coverages required by Jacksonville's Risk Manager in his/her sole reasonable discretion.

(d) Anything to the contrary notwithstanding, the liabilities of Arboretum under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by Arboretum shall relieve Arboretum from responsibility to provide insurance as required by the Lease.

(e) Jacksonville is self-insured and its obligations with respect thereto are controlled by the provisions of Section 76S.25, Florida Statutes

10. Arboretum Indemnification. Arboretum shall indemnify, defend and hold harmless Jacksonville against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees and costs, by or on behalf of any person or party whatsoever, arising out of:

(a) any failure by Arboretum to perform any of the covenants, agreements, conditions and or terms of this Lease on Arboretum's part to be performed.

(b) any accident, injury or damage which shall happen in or about the Property and any matter or thing growing out of the condition, occupation, maintenance, alternation, repair, use or operation of the Property, during the Lease Term.

(c) Arboretum's failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;

(d) any construction lien, conditional bill of sale or chattel mortgage filed against the Property, improvements or any equipment therein or any materials thereon used in the construction or alteration of any improvements or other related structures thereto;

(e) any tax attributable to the execution, delivery or recording of this Lease or any modification thereof;

(f) Arboretum's possession of the Property;

(g) any negligent or intentional act or omission of Arboretum or any of Arboretum's representatives, employees, licensees, invitees, or agents; or

(h) any Hazardous Materials stored, spilled, or disposed of on the Property by Arboretum or any of Arboretum's representatives, employees, licensees, invitees or agents.

This Section 10 shall survive the termination or expiration of this Lease

11 Compliance with Governmental Requirements During the Lease Term, Arboretum shall comply with all Governmental Requirements which govern or affect the Property and the use thereof for any reason. Arboretum shall notify Jacksonville of its violation of any Governmental Requirement promptly after Arboretum's knowledge thereof, and Arboretum shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Arboretum shall assure Jacksonville from time to time, in written certifications, that Arboretum and the Property are in compliance with Governmental Requirements affecting same.

12. Title to Property and Improvements. Title to the Property shall remain vested with Jacksonville, subject to the covenants, conditions and terms of this Lease, and Arboretum shall have no interest in the title to the Property but shall only have a leasehold interest thereto. The improvements made to the Property, and the other related structures and facilities thereto, shall be vested with Jacksonville who shall have the title thereto, subject to the covenants, conditions and terms of this Lease; however, no furnishings, furniture, fixtures, equipment or other personal property shall be Jacksonville's property, but shall be the property of Arboretum or other appropriate owner thereof. Arboretum shall have control of the Property, subject to the covenants, conditions and terms of this Lease, but Jacksonville shall always remain vested with title to the Property and in control thereof to ensure that neither Arboretum nor any other entity shall have the authority or right to violate Governmental Requirements affecting the Property and the utilization thereof.

13. Destruction or Damage. In the event the Property, or any part thereof, is destroyed or damaged from any casualty, Arboretum shall, to the extent of available insurance proceeds, repair the damage and restore the Property to the extent reasonable and practical under the circumstances then existing; provided, however, Arboretum shall not be required to so restore and repair the Property and shall be entitled to terminate this Lease by giving written notice to Jacksonville of its intent to terminate this Lease and the time frame therefor in the event, in Arboretum's discretion and decision, the Property is damaged or destroyed from any casualty of a type then generally excluded from conventional all risk property insurance and as a result, no insurance proceeds are available.

14. Management of Property. In connection with management of the Property, Arboretum agrees to the following:

(a) Arboretum shall make the Property available for use by the public. Arboretum shall administer and operate the Property in accordance with the terms of this Lease, including but not limited to the requirements set forth in Exhibit B, attached hereto and made a part hereof. Reasonable rates and charges may be charged by Arboretum to help defray expenses and capital improvements, but not to the extent that such rates or charges exclude a substantial amount of the general public for economic reasons. Arboretum agrees to submit its proposed fee schedule, if any, on an annual basis on December 1 to the Director, Parks Recreation and Entertainment Department for review and approval. No rates or charges may be imposed by Arboretum unless previously approved by the Director, Parks Recreation and Entertainment Department. No personal property shall be sold, bartered, or exchanged at the Property without the prior consent of Jacksonville.

(b) All monies received by Arboretum from its use of the Property, including but not limited to user fees and money raised by fund raisers and other events at the Property, shall be utilized by Arboretum solely for the administration, maintenance, operation and development of the Property and/or Arboretum's programs at the Property. Arboretum shall establish and maintain adequate records and accounts of receipts and expenditures.

(c) Jacksonville shall have the right to audit the Arboretum's financial books, records and all other documents to the extent they relate to the Property and or this Lease.

(d) Arboretum shall present an annual report to Jacksonville relating to the Property. This Report shall be presented to Jacksonville at a mutually agreed upon time and format, showing a financial summary, including but not limited to receipts and expenditures, requests to utilize the Property, the date of each request, how and when said request was honored and/or addressed, number of visitors, demographic information and such other information as Jacksonville may reasonably require. Arboretum agrees to maintain all books, documents, papers and other records concerning the annual report and shall make such materials available for inspection by Jacksonville at all reasonable times and places upon written request by the Director, Parks, Recreation and Entertainment Department. All such records shall be maintained for a minimum of three (3) years from the date of receipt of the request.

(e) The Property shall not be used in any manner which unlawfully discriminates on the basis of race, creed, color, sex, religion, national origin, age or physical handicaps.

(f) Jacksonville agrees that Arboretum may impose any reasonable rules and regulations governing types of uses, hours of operation and other similar uses, provided that such rules and regulations shall first be submitted to the Director, Parks, Recreation and Entertainment Department for review and approval prior to being implemented.

15. Hazardous Materials.

(a) Arboretum intends to use minimal amounts of fertilizers, pesticides, and herbicides within the Property and to use best management practices in connection with such use. Arboretum shall submit its best management practices to Jacksonville for review and approval. Once the best management practices have been approved by Jacksonville, Arboretum shall submit quarterly progress reports to Jacksonville. Arboretum shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials on the Property (other than fertilizers, pesticides and herbicides to be used by persons who are duly authorized to use or administer such substances and in complete compliance with applicable laws). Except as noted above, Arboretum shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the Property of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or upon the Property by accident or otherwise, Arboretum shall provide immediate written notice thereof to Jacksonville and Arboretum shall immediately commence and diligently pursue the removal of any such Hazardous Material and Arboretum shall remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments and penalties arising therefrom. Arboretum shall furnish Jacksonville periodically at Jacksonville's request, certification that Arboretum is in compliance with the provisions of this Section.

(b) Arboretum shall provide written notice to Jacksonville within three (3) days of:

(i) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(ii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iii) releases, spillage, leakage or disposal of any Hazardous Material at the Property.

(c) If Arboretum shall fail to comply with any of the provisions of this Section, Jacksonville shall have the right, but shall not be obligated, to enter into and go upon the Property without thereby causing or constituting a termination of this Lease, or eviction of Arboretum, either constructive or otherwise, in whole or in part, from all or any portion of the Property, or an interference with Arboretum's possession and use of the Property, and to take such steps and incur such expenses as Jacksonville shall deem necessary to correct Arboretum's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Arboretum is responsible and Arboretum shall reimburse Jacksonville on demand for any expense incurred by Jacksonville as a result thereof.

16. Default. Each of the following events shall be a default hereunder by Jacksonville or Arboretum, as the case may be, and shall constitute a breach of this Lease:

(a) If Arboretum shall fail to pay Jacksonville any rent or any other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for thirty (30) days after Jacksonville's written notice for payment; or

(b) If Arboretum shall fail to perform any of the covenants, conditions and terms of this Lease on Arboretum's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Jacksonville to Arboretum; or if Arboretum shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Arboretum shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, Arboretum having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such nonperformance.

(c) If Jacksonville shall fail to perform any of the covenants, conditions and terms of this Lease on Jacksonville's part to be performed and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by Arboretum to Jacksonville; or if Jacksonville shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Jacksonville shall designate in

writing the reasonable time period to cure such nonperformance and its intent to do so or, Jacksonville, having commenced to undertake such performance within the thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

If an event of default shall occur, then Jacksonville shall have the right to terminate and cancel this Lease by giving to Arboretum not less than sixty (60) days written notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term hereof shall expire and the parties shall be released from all obligations under this Lease which do not specifically survive its termination. The foregoing remedy shall not be Jacksonville's exclusive remedy for Arboretum's event of default and Jacksonville may exercise any other remedies provided in equity or at law.

If an event of default shall occur, then Arboretum shall, as its sole and exclusive remedy, have the right to (i) terminate and cancel this Lease by giving to Jacksonville not less than sixty (60) days written notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term hereof shall expire and the parties shall be released from all obligations under this Lease which do not specifically survive its termination or (ii) pursue an action for specific performance. In no event will Jacksonville be liable to Arboretum for any damages whatsoever, including but not limited to business, punitive, or consequential damages. The foregoing remedy shall be Arboretum's sole and exclusive remedy for Jacksonville's event of default.

17. Arboretum Termination. Arboretum shall retain an absolute right to terminate and cancel its obligations under this Lease at any time during the Lease Term in the event Arboretum determines that its financial condition and or operating funds are not sufficient for Arboretum to maintain and operate the Property as described herein upon giving Jacksonville at least one hundred eighty (180) days written notice of Arboretum's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, this Lease shall terminate and cease as of the effective date of Arboretum's termination and the parties shall be released from all obligations hereunder which do not specifically survive termination; furthermore, all agreements, contracts or other rights between Arboretum and other third parties in existence at the time of such termination shall terminate and cease as of the effective date of Arboretum's termination hereunder, except the Demolition Bond which shall continue in force for the time required in this Lease.

18. Licenses, Permits. Arboretum will be responsible for obtaining, at its sole cost and expense, all licenses, permits, inspections and other approvals necessary for the operation of the Property as a public gardens arboretum. Jacksonville shall cooperate with Arboretum in obtaining all such licenses, permits, inspections and other approvals, including, but not limited to, supplying information and executing applications, forms or other documents necessary for same. Any and all licenses, permits, inspections and other approvals shall be deemed to apply to Arboretum or its use of the Property in accordance with the covenants, conditions and terms of this Lease.

19. Subletting and Assignment. Arboretum shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in this Agreement or sublet the Property or any part thereof.

without the prior written consent of Jacksonville, which consent may be withheld in the sole discretion of Jacksonville.

20. Expiration of Term. At the expiration or earlier termination of the Lease Term, Arboretum shall peaceably return to Jacksonville the Property, including all improvements located thereon. At the request of Jacksonville, Arboretum shall, at its sole cost and expense, remove from the Property all or any portion of the vertical improvements installed or constructed on the Property during the Lease Term. It is understood and agreed between Jacksonville and Arboretum that Arboretum shall have the right to remove from the Property all personal property of Arboretum situate at the Property including, but not limited to all furnishings, furniture, fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Property by same, provided Arboretum restores the Property after the removal therefrom, subject to Jacksonville review and approval of the restoration.

21. Right of Jacksonville to Inspect. Jacksonville, at all times, may enter into and upon the Property for the purpose of inspecting same and for any other purpose permitted under this Lease or deemed necessary by Jacksonville. Arboretum shall provide to Jacksonville keys to all gates and improvements on the Property.

22. Sponsor/Donor Recognition, Advertising. Arboretum may at its option designate the name of the improvements, or certain specific portions thereof, to recognize sponsors and/or donors to the improvements. Such names, and the graphics designating them, shall be appropriate and tasteful in accordance with practices by similar recreational and sports facilities elsewhere in the United States. Such names and the graphics designating them shall be subject to the approval of Jacksonville which approval shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, no names, or the graphics designating them, shall promote or advertise alcoholic or tobacco products. All signage placed on or about the Property shall be in compliance with all Governmental Requirements.

23. Jacksonville Recognition. All signage, and graphics for same, which advertise, designate or locate the "Jacksonville Arboretum and Gardens" shall further incorporate in its content, either in written type designation or logo designation, a recognition of the City of Jacksonville Department of Parks, Recreation and Entertainment in reasonable form. All signage for advertising, sponsorships and/or donors are excluded from this requirement.

24. Force Majeure. If Jacksonville or Arboretum shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

25. Condemnation. If any part of the Property is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, and the Arboretum's operation on the Property is substantially and materially impaired, either party may

terminate this Lease by giving written notice to the other party within thirty (30) days after the taking or transfer. Arboretum hereby waives any and all rights it may have in all condemnation awards.

26. Mechanics Liens. Arboretum shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Property, by reason of labor or materials provided for Arboretum or any of its contractors or subcontractors, or otherwise arising out of Arboretum's use or occupancy of the Property. Nothing in the provisions of this Lease shall be deemed in any way to give Arboretum any right, power or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialman's lien against Jacksonville's estate or interest in and to the Property, it being expressly agreed that no estate or interest of Jacksonville in and to the Property shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Arboretum. At Jacksonville's request, Arboretum shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence in accordance with Section 713.10, Florida Statutes.

27. Miscellaneous:

(a) Notices: Any and all notices which are permitted or required in this Lease shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Jacksonville:

Office of the Director
City of Jacksonville
Department of Parks, Recreation and Entertainment
851 Market Street
Jacksonville, Florida 32202

With Copy To:

City of Jacksonville
City Hall at St. James
117 West Duval Street, Suite 480
Attn: Corporation Secretary
Jacksonville, Florida 32202

If to Arboretum:

Jacksonville Arboretum and Gardens, Inc.
c/o Lynda R. Aycock
1301 Riverplace Boulevard, Suite 1500

Jacksonville, FL 32207

or such other address either party from time to time specify in writing to the other.

(b) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(d) Severability or Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the Lease shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Lease and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Jacksonville or Arboretum in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than Jacksonville and Arboretum any right, remedy or claim, equitable or legal, under and by reason of this Lease or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Jacksonville and Arboretum.

(g) Successors and Assigns. To the extent permitted by Section 19, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Recording. This Lease may be recorded in the public records of Duval County, Florida.

(i) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this Lease shall survive the expiration or termination of the Lease and remain in effect.

(j) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision, condition or term of this Lease, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this Lease or any documentation executed and delivered pursuant hereto.

(k) Section Headings. The section headings inserted in this Lease are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Lease, nor the meaning of any provision, condition or term hereof.

(l) Counterparts. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same document.

(m) Entire Agreement. This Lease contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Lease, and not contained herein, shall form any part hereof or bind any respective party hereto. This Lease shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(n) Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Lease, the prevailing party shall be entitled to an award of its attorneys' fees and costs, whether incurred before, after or during trial, or upon any appellate level.

(o) Time. Time is of the essence of this Lease. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(p) National Background Checks. Per Jacksonville's volunteer background screening procedures, a copy of which is attached as Exhibit C, all Arboretum's employees and volunteers must participate and pass National Background checks, at Arboretum's sole cost and expense.

(q) Waiver of Defaults. The waiver by either party of any breach of this Lease by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

(r) Jacksonville's Representative. Except as specifically provided otherwise in this Lease, whenever Arboretum is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with Jacksonville, Arboretum shall deal

with Jacksonville's authorized representative, and unless or until Jacksonville shall give Arboretum written notice as to the contrary, Jacksonville's authorized representative shall be the Director, Department of Parks, Recreation and Entertainment.

(s) Funding. Any reference in this Lease to funding or payment of costs or expenses to be borne to Jacksonville shall be contingent upon the availability of lawfully appropriated funds by Jacksonville for such purpose.

IN WITNESS WHEREOF, the respective parties hereto have hereunto executed this Lease for the purposes expressed herein effective the day and year first above written.

ATTEST:

Neil W. McArthur, Jr.
Neil W. McArthur, Jr., Corporation Secretary



CITY OF JACKSONVILLE, a municipal corporation

By: John Peyton
John Peyton
Mayor

(Corporate Seal)

Signed, sealed and delivered in the presence of

Murray J. Hawkins
Print: Murray (LAD) Hawkins
Witness as to Arboretum

Margaret E. Gaffney
Print: MARGARET E. GAFFNEY
Witness as to Arboretum

JACKSONVILLE ARBORETUM & GARDENS, INC., a Florida not-for-profit corporation

By: Judith P. Stevens
Print Name: JUDITH P. STEVENS
As its President

Attest: _____
Print Name: _____
As its Secretary

(Corporate Seal)

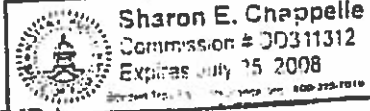
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 26th day of June, 2006, by John Peyton and Neill W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the CITY OF JACKSONVILLE, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

(SEAL)

Sharon E. Chappelle

My Commission Expires:



Print:

Notary Public, State and County Aforesaid.
Commission No. _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 26th day of April, 2006, by Judith P. Stevens and _____, President and Secretary, respectively, of JACKSONVILLE ARBORETUM & GARDENS, INC., a Florida not for profit corporation, on behalf of the corporation. Such persons are personally known to me or have produced the identification referenced below.

(SEAL)

Lynda R. Aycock

My Commission Expires:

Print: Lynda R. Aycock
Notary Public, State and County Aforesaid.
Commission No. _____



Lynda R. Aycock
Commission # DD383349
Expires January 24, 2009
Notary Public - Insurance, Inc. 800-225-7019

Identification _____

FORM APPROVED:

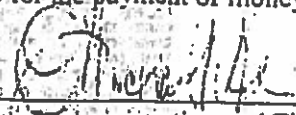
CITY OF JACKSONVILLE
OFFICE OF GENERAL COUNSEL

By: _____
Assistant General Counsel

CONTENT REVIEWED BY:
DEPARTMENT OF PARKS, RECREATION
AND ENTERTAINMENT

By: J. H. C. Culbreth
Print Name: J. H. C. CULBRETH
Title: Director

IN COMPLIANCE with the Charter of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation to cover the foregoing contract, and provision has been made for the payment of moneys provided therein to be paid:



Director of Administration and Finance

6.020

LEGAL DESCRIPTION TO ACCOMPANY SKETCH OF:

A PART OF TRACT C-C, HOLLY OAKS FOREST, SECTION 4-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 18 18-A, AND A PART OF LOTS 14, 15 AND 16, BLOCK 3, HOLLY OAKS FOREST SECTION 4, ACCORDING TO PLAT BOOK 22 PAGE 42. ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND A PORTION OF GOVERNMENT LOT 3, ALL LYING IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT LOTS 4, 5, 7, AND 14 LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 28 EAST OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID POINT LYING IN THE CENTERLINE OF MILCOE ROAD, (A 66' RIGHT-OF-WAY); THENCE NORTH 00°36'40" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 6 TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MERRILL ROAD, (A 80' RIGHT-OF-WAY, AT THIS POINT), A DISTANCE OF 81.20 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1; NORTH 78°20'10" EAST, 33.82 FEET; (0)EASTERLY RIGHT-OF-WAY LINE OF SAID MILCOE ROAD, AND THE POINT OF BEGINNING; COURSE NO. 2; CONTINUE NORTH 78°20'10" EAST, 382.29 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 915.37 FEET; COURSE NO. 3; ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 136.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°35'36" EAST, 138.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4; NORTH 88°51'40" EAST, 187.74 FEET TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 995.37 FEET; COURSE NO. 5; ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 382.81 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°33'10" EAST, 390.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 6; NORTH 64°14'40" EAST, 138.78 FEET, TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 12992.08 FEET; COURSE NO. 7; ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 106.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°19'25" EAST, 108.34 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF HOLLY OAKS RIVER DRIVE (A 80' RIGHT-OF-WAY); THENCE SOUTH 05°34'20" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 144.60 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY, SAID POINT ALSO LYING ON A CURVE, BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 3114.79 FEET; THENCE ALONG AND AROUND THE ARC OF A CURVE AN ARC DISTANCE OF 30.01 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°09'08" EAST, 30.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°25'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID HOLLY OAKS RIVER DRIVE AND ALSO BEING THE SOUTHWEST CORNER OF LOT 14 OF SAID HOLLY OAKS FOREST SECTION 4; THENCE NORTH 05°34'20" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 149.20 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF FORT CAROLINE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT ALSO LYING IN A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 12992.08 FEET; THENCE IN AN EASTERLY DIRECTION ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1; ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 280.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°24'57" EAST, 280.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2; SOUTH 84°34'38" EAST, 67.12 FEET; COURSE NO. 3; NORTH 82°36'40" EAST, 150.91 FEET TO A POINT FROM HEREON AFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 00°32'00" EAST, ALONG AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF MILCOE ROAD, 716.84 FEET; THENCE NORTH 85°48'28" EAST, 1081.93 FEET TO THE LINE COMMON TO THE EAST LINE OF SAID GOVERNMENT LOT 6 AND THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 00°47'15" EAST, ALONG LAST SAID WEST LINE AND THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 1914.05 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 14; THENCE SOUTH 00°21'00" EAST, ALONG THE WESTERLY LINE OF SAID LOT 14 A DISTANCE OF 772.78 FEET; THENCE NORTH 86°15'14" EAST, 1320.00 FEET TO THE EASTERLY LINE OF SAID GOVERNMENT LOT 14, AND THE WESTERLY BOUNDARY OF HOLLY OAKS MANOR REPLAT, AS RECORDED IN PLAT BOOK 30, PAGE 56, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 00°21'00" WEST, ALONG LAST SAID WESTERLY BOUNDARY, 772.78 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 7 AND THE SOUTHERLY BOUNDARY OF HOLLY OAKS FOREST SECTION 3, UNIT 2, AS SHOWN ON PLAT BOOK 24, PAGE 84, SAID CURRENT RECORDS; THENCE NORTH 00°47'15" WEST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 7 AND THE WESTERLY LINE OF HOLLY OAKS FOREST SECTION 3, UNIT 2, A DISTANCE OF 1477 FEET MORE OR LESS, TO THE WESTERLY BANK OF JONES CREEK; THENCE IN A NORTHWESTERLY AND NORTHEASTERLY DIRECTION FOLLOWING THE MEANDERS THEREOF SAID WESTERLY BANK A DISTANCE OF 2503 FEET MORE OR LESS TO A POINT ON AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF FORT CAROLINE ROAD, SAID POINT LYING SOUTH 88°27'38" WEST, A DISTANCE OF 385.6 FEET, MORE OR LESS FROM REFERENCE POINT "A", THENCE NORTH 86°27'38" EAST, ALONG LAST SAID SOUTHERLY RIGHT-OF-WAY LINE 385 FEET MORE OR LESS TO REFERENCE POINT "A" AND TO CLOSE.

LESS AND EXCEPT
 THE EAST 20 FEET OF THE FOLLOWING OFFICIAL RECORDS:
 VOLUME 4288 PAGE 735,
 BOOK 11422, PAGE 176,
 VOLUME 4357, PAGE 887,
 VOLUME 4358M PAGE 873;
 ALSO THE WEST 20 FEET OF THE FOLLOWING OFFICIAL RECORDS:
 VOLUME 4357, PAGE 887 AND
 VOLUME 4358, PAGE 873.
 ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, THIS 20 FEET TO BE USED FOR A ROAD.

THE ABOVE DESCRIBED PARCEL CONTAINS 119.0 ACRES MORE OR LESS.

SEE SHEET 1 FOR SKETCH

CERTIFICATION:
 THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA COMPLIES WITH ALL OF THE REQUIREMENTS FOR MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA (CHAPTER NO. 81017-6, F.A.C.).

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND UNLESS THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.


CITY OF JACKSONVILLE, FLORIDA	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	LEGEND
 W. MONROE HAZEN, P.L.S., FLORIDA REGISTRATION NUMBER 4252 ROOM 908, 220 E. BAY STREET, 32202 (804)-630-1374	DATE: 04-13-06 FILE NO.: 2006-245	□ CONCRETE MONUMENT X-X FENCE ○ NAIL ○ IRON PIPE X CROSS CUT
SCALE: NOT TO SCALE	JOB NO.: 2006-245	SHEET NO. 2 OF 2

Exhibit B

Jacksonville Arboretum & Gardens, Inc.

Mission

The Jacksonville Arboretum & Gardens is intended to educate northeast Florida and its regional communities about native and cultivated plants, improve its beauty and atmosphere, engage in and promote the conservation & preservation of our natural resources, and provide public service.

Goals

Conservation

To provide stewardship of the Arboretum lands by protecting, sustaining, and enhancing biological diversity by means of large tracts of open-space. The Arboretum also provides leadership locally and beyond in conservation matters such as the eradication of invasive species.

Teaching

To provide an outdoor laboratory for use by college faculty and students in Botany, Zoology, Biology, Environmental Studies, and other departments. In both teaching and research the Arboretum is a unique and valuable academic resource and support facility.

Research

To support and conduct research in a broad range of subjects including ecology, field biology, conservation, and natural history. Arboretum research has and continues to emphasize useful long-term studies.

Collection

To maintain, develop, and interpret well-documented plant collections for teaching, research, and public education and enjoyment.

Public Education

To provide programs and publications about conservation, horticulture, gardening, botany, and natural history which work to enhance public understanding of the natural world and foster an appreciation of the Arboretum's mission.

Recreation

To provide a place where people from the community may enjoy passive recreation and where they may come to learn, reflect, and renew themselves through contact with the natural world. By all the elements of the Arboretum's mission, the Arboretum enhances the quality of life both for northeast Florida and the residents of the community.

SKETCH AND LEGAL DESCRIPTION OF:

A PORTION OF GOVERNMENT LOT 14, SECTION 7, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTH WEST CORNER OF SAID GOVERNMENT LOT 14, SAID POINT ALSO LYING ON THE EASTERLY RIGHT OF WAY LINE OF MILCOE ROAD, (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 00°21'00" EAST, ALONG THE WEST BOUNDARY OF SAID LOT 14 AND SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 713.92 FEET TO THE POINT OF BEGINNING, THENCE REVERSE COURSE, NORTH 00°21'00" WEST, ALONG SAID BOUNDARY AND EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1.84 FEET; THENCE NORTH 88°45'44" EAST, A DISTANCE OF 485 FEET MORE OR LESS TO THE CENTER LINE OF JONES CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE AND ITS MEANDERINGS THEREOF, A DISTANCE OF 237 FEET MORE OR LESS, TO A POINT LOCATED SOUTH 63°29'00" EAST AND 4.35 FEET DISTANT FROM THE POINT OF BEGINNING; THENCE NORTH 63°29'00" WEST A DISTANCE OF 4.35 FEET MORE OR LESS TO THE POINT OF BEGINNING.

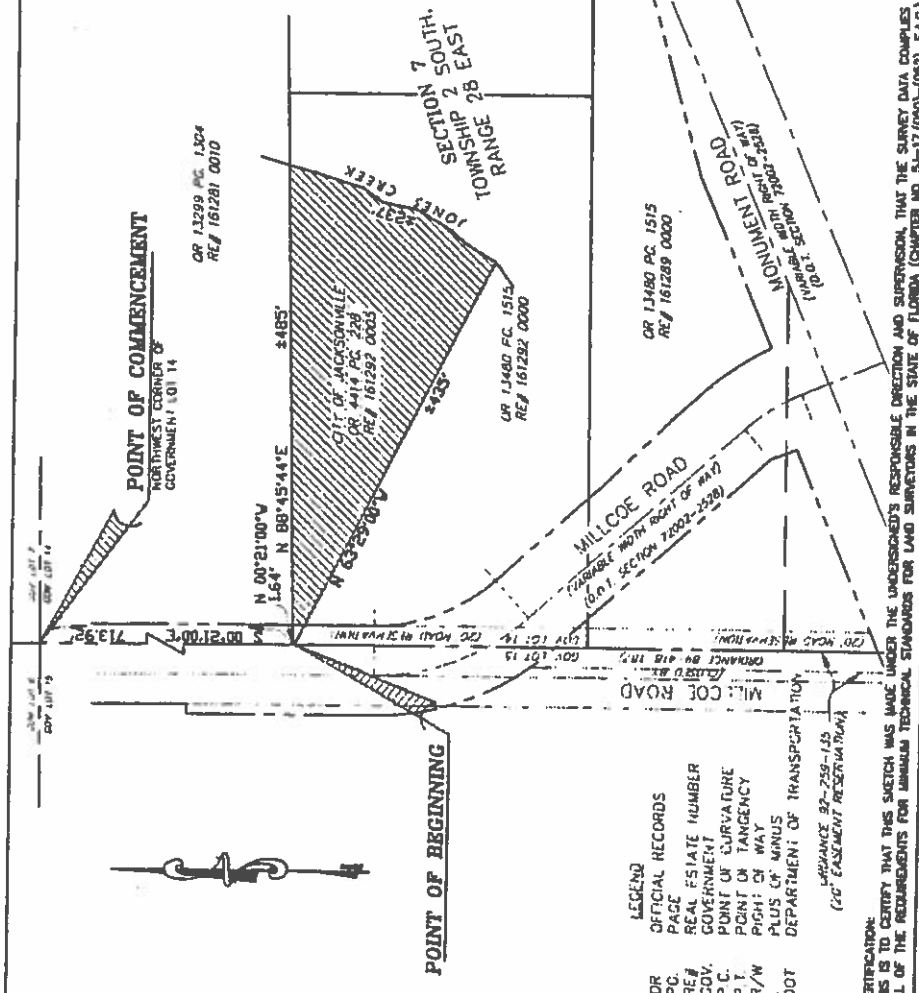
THE ABOVE DESCRIBED PARCEL CONTAINS 1.13 ACRES MORE OR LESS

CR 6712 PC 1334
REF 161291 0500

- LEGEND**
- OR OFFICIAL RECORDS
 - PC PAGE
 - REF REAL ESTATE NUMBER
 - GOV. GOVERNMENT
 - P.C. POINT OF SURVATURE
 - P.T. POINT OF TANGENCY
 - R/W RIGHT OF WAY
 - ± PLUS OF MINUS
 - DOT DEPARTMENT OF TRANSPORTATION
 - (± EASEMENT RESERVATION)

GENERAL NOTES

1. THIS IS NOT A FIELD SURVEY.
2. A BEARING OF S 00°21'00"E, ALONG THE WESTERLY BOUNDARY OF GOVERNMENT LOT 14 WAS TAKEN FROM OFFICIAL RECORDS 4414, PAGE 228 OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA.
3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. X-REFERENCE:
FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 72002-2528, LAST REVISED: 2-10-87, ON FILE AT THE CITY OF JACKSONVILLE TOPOGRAPHICAL SECTION.



CERTIFICATION:
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLES WITH ALL OF THE REQUIREMENTS FOR MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA (CHAPTER NO. 51-17(000)-(000), F.A.C.).

CITY OF JACKSONVILLE, FLORIDA, DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
214 N. HOGAN STREET 10th FLOOR JACKSONVILLE, FLORIDA, 32202

FILE NO.: _____ JOB NO.: _____ DATE: 12-28-2011 SCALE: NOT TO SCALE
PROJECT PATH: G:\CAD\PROJECTS\71\DMNMT\SOUTH ABSTRACT\PARCEL

W. MONROE HAZEN, P.L.S. FLORIDA REGISTRATION NUMBER 5398
10th FLOOR, 214 N. HOGAN STREET 32202 (904)255-8760

LEGEND

SHEET NO. _____ OF _____

EXHIBIT C

CITY OF JACKSONVILLE

VOLUNTEER CRIMINAL BACKGROUND SCREENING PROCESS POLICY AND PROCEDURE

PURPOSE OF POLICY

To establish a citywide standardized policy and procedure for criminal background screening of all citizen volunteers pursuing volunteer opportunities with the City of Jacksonville or organizations utilizing volunteers in programs supported by City funding. Formalization of this process will assist the City in appropriately screening volunteers for the protection of children and vulnerable populations.

APPLICATION OF POLICY

This policy applies to all volunteer positions involving direct contact with youth or vulnerable adults with the exception of special event volunteers. For this purpose, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership. Enforcement of this policy is the responsibility of the organization receiving services provided by the volunteer.

SCREENING PROCESS

Volunteer applicants should be advised of guidelines established for determining eligibility prior to the submission of any information to be used in criminal background screening process.

All information received from the Background Check Applications and reports returned from state and federal law enforcement agencies will be used solely for the purpose of determining applicant's eligibility as a volunteer participant with the City of Jacksonville.

- All volunteer applicants as defined above, must agree to and complete a criminal history screening application and fingerprint card.
- Completed applications and fingerprint cards must be submitted to the volunteer coordinator or other designated person within each organization for background verification prior to the start of the volunteer assignment. Applicants may volunteer only under supervision pending receipt of results.
- Volunteer information on all new volunteers providing services in applicable positions will be submitted in accordance with the Florida Department of Law Enforcement's (FDLE) Volunteer & Employee Criminal History System (VECHS) for processing. (See attached)
- Volunteer applicants shall be notified of results in writing only when results indicate that a volunteer does not meet the City's volunteer eligibility requirements.

The City of Jacksonville is not responsible for the content accuracy of background reports. If a volunteer disputes the accuracy of information provided by the VECHS program, they must address their concerns directly with the law enforcement agency responsible. The volunteer may then provide a copy of the corrected criminal record for further consideration by the City.

CONDITIONS FOR APPEAL

Potential volunteers who fail to meet the minimum standards as defined above, may appeal the decision before a volunteer board of their peers if the following circumstances apply.

- A. Completion date of sentence for conviction under review must have been more than five years ago.
- B. Volunteer applicant can provide two letters of recommendation from citizens in the community such as current employer or program leader from previous organization for which volunteer has provided services.

APPEAL PROCESS

Once notified of ineligibility, a volunteer has the right to appeal to the organization for which he/she has offered to provide services for reconsideration.

- The volunteer applicant must submit their request for reconsideration in writing to the department/organization within thirty (30) days of notification. (The notification letter postmark represents day one.) The volunteer applicant must disclose the criminal record in question with the department/organization head or designee.
- If the department/organization supports the request for reconsideration, it can request in writing, an appeal hearing before the appropriate Peer Review Panel (Panel) for reconsideration. The department/organization must also include in writing, the reason for supporting the individual for reconsideration. *This is not to be considered a letter of recommendation or approval of appeal.*
- The Panel will schedule an appeal hearing with the individual and department/organization representatives. The panel will make a decision based on the facts presented during the appeal hearing.
- The Panel's decision will be forwarded in writing to the Office of Volunteer Services and the affected department/organization. The volunteer applicant will receive written notification of the final decision, including reasonable explanation for denial.

No further appeals will be considered, once a decision has been rendered.

Future laws associated with Volunteer Background Checks could dictate changes in the above policy or process. The City of Jacksonville reserves the right to make changes to its Volunteer Background Check Policy and Selection Criteria without notification and whenever deemed necessary for the safety and protection of all youth and/or vulnerable adults participating in organized activities at City facilities and/or in City sponsored programs.

EXHIBIT "C"

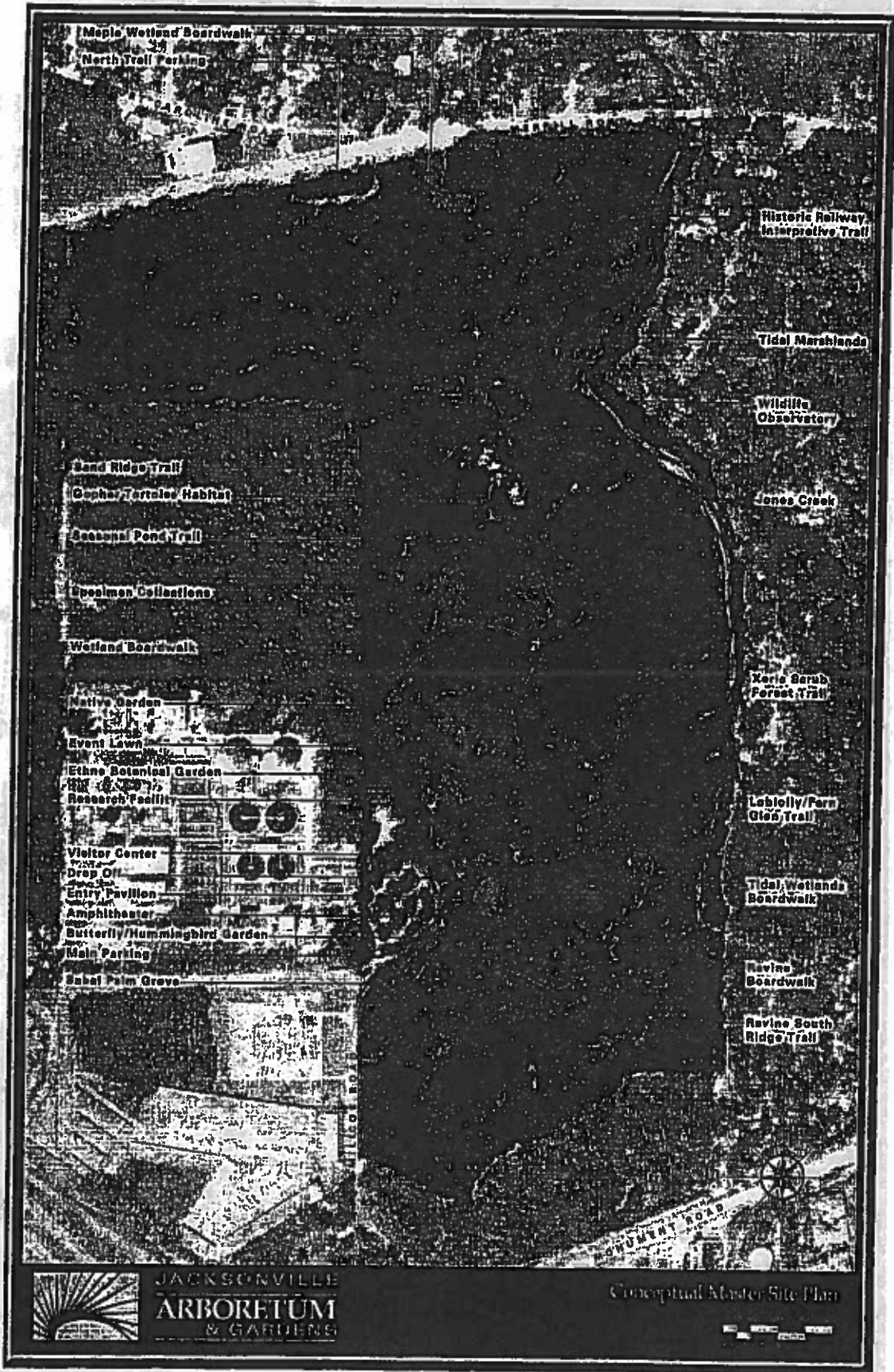


EXHIBIT "D"

