

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into to be effective as of the ____ day of _____, 2016 ("Effective Date"), by and between the **City of Orlando, Florida**, a Florida municipal corporation ("Landlord"), and the **Orlando Garden Club, Inc.**, a Florida corporation not for profit ("Tenant").

RECITALS

A. Landlord, as the owner of certain property located in the Orlando Loch Haven Park ("Park"), entered into a "Lease Agreement" with Tenant, dated January 24, 2011, which will expire on January 23, 2016, a copy of which is attached as **Exhibit "A"** hereto and made a part hereof; and

B. The parties desire to amend the Lease Agreement to extend the term pursuant to this amendment.

NOW THEREFORE, in consideration of the premises, and other good and valid consideration, the receipt and sufficiency of which are acknowledged by each party to the other, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Amendment, the same as if fully set forth herein.

2. Term of Lease Agreement. The term of the Lease Agreement is hereby extended for two (2) years commencing on January 24, 2016, and ending on January 31, 2018. So long as Tenant has abided by all terms and conditions of the Lease Agreement as amended hereby, the term hereof may be extended twice by written agreement of the parties for one (1) year each, on terms mutually acceptable to both parties, in the sole and absolute discretion of each party.

3. Incorporation of Lease Terms. All terms and conditions of the Lease Agreement not in conflict herewith are incorporated by reference and made a part hereof. To the extent there is any conflict between the terms and conditions of this Amendment and the Lease Agreement, the specifically stated terms and conditions hereof shall control.

In Witness Whereof, the parties have executed this First Amendment to Lease Agreement on the dates so indicated below.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF PARTIES
APPEAR ON FOLLOWING PAGES)

**CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation**

By: _____

Print Name: _____
Mayor/Pro Tem

Executed on _____, 2016.

Attest:

Celeste Brown, City Clerk

Witnesses:

(1) Sign: _____
Print Name: _____

(2) Sign: _____
Print Name: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

Assistant City Attorney

Executed on _____, 2016

**ORLANDO GARDEN CLUB, INC., a Florida
corporation not for profit**

By: _____

Print Name: _____

As its: _____

Executed on _____, 2016.

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

EXHIBIT "A"

(true copy of Lease)

**LEASE AGREEMENT
BETWEEN**

ORLANDO GARDEN CLUB, INC.

AND THE CITY OF ORLANDO, FLORIDA

THIS LEASE (herein "Lease") is made and entered into this 24th day of Jan, ²⁰¹¹~~2010~~, by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation (herein "Landlord"), and **ORLANDO GARDEN CLUB, INC.**, a Florida corporation not for profit herein "Tenant").

RECITAL

A. Tenant desires to lease the premises located in the Orlando Loch Haven Park ("Park") as further described herein ("Premises") in conjunction with Tenant's use of its adjacent property. The Premises shall be used only as a landscaping, beautification and parking area ("Intended Use") in conjunction with Tenant's use of its adjacent meeting facilities ("Facilities").

B. Landlord previously leased the Premises to Tenant under a lease which has now expired and is no longer in effect.

NOW THEREFORE, in consideration of the premises, and other good and valid consideration, the receipt and sufficiency of which are acknowledged by each party to the other, it is agreed as follows:

ARTICLE 1. INCORPORATION OF RECITAL

The parties acknowledge and agree that the foregoing Recitals are true and correct and are incorporated into this Lease by reference.

ARTICLE 2. GRANT AND TERM

2.1 Premises. Landlord does hereby lease, let and demise unto Tenant and Tenant does hereby lease from Landlord the Premises as more specifically described and being shown and outlined in **Exhibit "A"**. Tenant shall have, hold and use the same for and during the term of the Lease, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this Lease.

2.2 Term of Lease. The parties agree that the term of this Lease shall be for five (5) years commencing on January 24, ²⁰¹¹~~2010~~, (Commencement Date) and ending on January 23, ²⁰¹¹~~2010~~ (Expiration Date).

2.3 Quiet Enjoyment. Landlord covenants that Tenant shall have quiet, peaceful enjoyment and use of the Premises during the term, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

2.4 Landlord's Access to Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same. Although

City Council Meeting: 1-24-11
Item: B-2 Documentary: 110124B02

under no obligation except to the extent set forth herein, Landlord may also assist in the care, landscaping and maintenance of the Premises in a manner satisfactory to Tenant and with its consent.

2.5 Overflow Parking. At such times as neither Tenant nor Adventist Health System/Sunbelt, Inc., its subtenant is utilizing the parking area on the Premises, either Landlord or Landlord's tenants in the Park may use the Premises for overflow parking, as coordinated with the Parks Board in accordance with **Section 5.2** hereof.

2.5 City Use of Tenant Facilities. No more than two (2) times per year Landlord may use Tenant's Facilities for meetings or other events, free without charge, such use to be coordinated with Tenant during times Tenant has not previously scheduled meetings in the Facilities. At those times when Landlord is using Tenant's Facilities pursuant to this Lease, Landlord shall repair any damages caused to the Premises and also shall pay for all physical injuries suffered by anyone using the Premises during such functions.

ARTICLE 3. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

3.1 Annual Rent. Tenant shall pay to Landlord, without prior demand, deduction or set-off, Annual Rent in the amount of One and No/100 Dollars (\$1.00) to be paid for the entire term on the Commencement Date, plus any applicable Florida state sales tax.

3.2 Leasehold Tax. If at any time in the future a Leasehold Tax is assessed against the Premises by Orange County, Tenant shall pay that tax directly to the County and provide evidence of payment to the Landlord at the same time. The Leasehold Tax is an ad valorem tax assessed on the Premises by the Orange County Property Appraiser. Tenant shall pay any Leasehold Tax which may come due no later than ten (10) calendar days from Tenant's receipt of written notice that the tax is due.

3.3 Method of Payment. All rental payments shall be paid in check, cash, cashier's check, or money order to the City of Orlando and mailed or hand-delivered to the Real Estate Division Manager, City of Orlando, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801. In the event two (2) payments received by Landlord are returned by the bank for insufficient funds within a twelve (12) month period, all future payments must be paid in cash, cashier's check or money order.

ARTICLE 4. MAINTENANCE, REPAIR AND CASUALTY

4.1 Tenant Maintenance and Repair of Premises. At its own expense, Tenant shall at all times maintain the paved portion of the Premises, while Landlord at its own expense shall maintain all landscaping. The paved area and landscaping shall be kept in good condition commensurate with the same standard as surrounding similar areas in the Park. Notwithstanding the foregoing, Tenant's maintenance obligations shall be limited to the extent set forth in that Memorandum of Understanding dated March 16, 1987, between the parties hereto, for so long as that document remains in effect.

4.2 Casualty Damage to Premises. If at any time during the term of this Lease the Premises is damaged by fire or other casualty, whether or not caused by a negligent or willful act of Tenant, which prevents Tenant from making substantial use of the Premises, Tenant may at Tenant's option either repair such damage in a reasonable manner and time at Tenant's expense or

terminate this Lease. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration, and Tenant agrees that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage. If Tenant shall not complete the restoration and repair within thirty (30) days after such occurrence, Landlord may at Landlord's option cancel and terminate this Lease by giving Tenant written notice of Landlord's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

ARTICLE 5. CONDUCT OF BUSINESS BY TENANT

5.1 Intended Use of Premises. Tenant may use the Premises for the Intended Use only, as defined in this Lease, and in full compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of Landlord in its sole and absolute discretion. Tenant shall not use, permit or suffer the use of the Premises for any other purpose.

5.2 General Use Requirements

A) Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B) Tenant shall not commit or suffer any waste and will not make any use of the Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C) Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises.

D) If applicable, Tenant shall be responsible for obtaining and maintaining workmen's compensation insurance in the amount of the Florida statutory limit.

E) Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises and agrees to save harmless and indemnify Landlord against all loss and damage resulting from Tenant's breach of this covenant, including but not limited to court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Lease and any renewal term hereof. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency.

F) Tenant shall regularly attend meetings of the City's Parks and Recreation Board ("Parks Board") for purposes of coordinating use of the facilities within the Park, including but not limited to cooperating in the use of the Premises in times of need for space for overflow parking within the Park, to the extent required in this Lease.

ARTICLE 6. IMPROVEMENTS

Tenant shall not construct any improvements, alterations, remodeling, renovations, repairs, or additions ("Tenant Improvements") to the Premises, without the express written consent of Landlord

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 General Liability Insurance. Tenant agrees to maintain in full force and effect from the date of this Lease and throughout the term, and thereafter so long as Tenant occupies any part of the Premises, a nondeductible policy of general liability insurance providing coverage for bodily injury (or death) and property damage with an insurer approved by Landlord naming as additional insureds Landlord, its commissioners, officers, officials, agents, employees, successors and assigns with the broadest form of such coverage from time to time available in the area in which the Premises are located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Premises. The policy shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees without thirty (30) days prior written notice to Landlord. A duplicate original policy or certificate of insurance evidencing the required coverage shall be delivered to Landlord on or before the commencement date of this Lease, along with evidence of premium payment. Tenant shall also furnish Landlord evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy. The minimum single limit coverage for bodily injury (or death) and property damage shall be One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000) with a minimum coverage amount of \$500,000 for property damage including but not limited to that caused by fire. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease.

7.2 Indemnification. Tenant shall indemnify Landlord, its commissioners, officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Premises, or the occupancy or use by Tenant of the Premises, or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Tenant may be responsible. If any action or proceeding arising out of use of the Premise is instituted against Landlord, its commissioners, officials, officers, agents, employees, Tenant, upon written notice from Landlord, shall defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

7.3 Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant, or for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, for any reason including but not limited to breaking, bursting, stopping, or leaking of water, gas, sewer, or steam pipes. The terms of this **Section 7.3** shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Lease and until the end of the term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises.

7.4 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Premises.

7.5 Waiver of Subrogation. Landlord shall have no liability to Tenant, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to Tenant's properties, the Premises or the contents thereof, regardless of whether such loss or damage is caused by the negligence of Landlord, arising out of any of the perils or casualties insured against or insurance required to be carried pursuant to this Lease. The insurance policies obtained by Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, Tenant shall, at the request of Landlord, deliver to Landlord a waiver of subrogation endorsement in such form and content as may reasonably be required by Landlord or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" shall include its commissioners, officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees, any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Events of Default. The occurrence of one or more by Tenant of the following shall constitute a material event of default under this Lease:

- A. Failure to pay Annual Rent within ten (10) days of its due date, without notice from Landlord;
- B. Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;
- C. Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion;
- D. Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days, (ii) having a trustee or receiver appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Lease, where such seizure is not discharged within thirty (30) days; or
- E. Vacation or abandonment of the Premises including any failure to occupy the Premises for a continuous period of thirty (30) days or more, whether or not the rent is current.

8.2 Default Remedies. In the event Tenant fails to cure a default within any

applicable time period, without further notice Landlord may elect to take any of the following actions:

- A. Terminate this Lease and enter into the Premises, or any part thereof, either with or without process of law, and expel Tenant, or any person occupying the same in or upon the Premises, using such force as may be necessary so to do, and repossess and enjoy the Premises;
- B. Enter into possession of the Premises as agent of Tenant and relet the Premises without any obligation to do so, applying any rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for no more than the balance then due, should a balance exist, plus Landlord's costs and expenses in taking such action;
- C. Declare the entire balance of the rent due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought; and
- D. Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

ARTICLE 9. TERMINATION FOR CONVENIENCE

This Lease may be terminated by either party, at its convenience, upon sixty (60) calendar-days prior written notice to the other.

ARTICLE 10 - EMINENT DOMAIN

10.1 Rights of Termination for Taking. If the Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so.

10.2 Payment of Award. Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises, the leasehold interest hereby created, and compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

10.3 Abatement of Rent. In the event of any taking of the Premises, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 11. GENERAL PROVISIONS

11.1 Assignment and Subletting. Tenant may sublet the Premises for parking purposes to the Adventist Health System/Sunbelt, Inc., but otherwise, Tenant shall not assign this Lease or sublease any part of the Premises without Landlord's prior, written consent, which may be withheld for any or no reason.

11.2 Notice. Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

Tenant: Orlando Garden Club
Attention: President
710 East Rollins Street
Orlando, Florida 32803
Phone No. 407 _____

Landlord: Real Estate Division Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Phone No. 407-246-2653

11.3 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

11.4 Surrender of Premises. Upon the termination of this Lease, Tenant shall quietly and peaceably surrender possession of the Premises in neat, clean, good condition, order and repair.

11.5 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the rent and other charges specified herein, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

11.6 Construction Liens. Tenant agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises and Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises. A duly executed instrument by which such construction lien is satisfied, released from the Premises or transferred to bond, shall be recorded within ten (10) days after any construction lien is filed or recorded.

11.7 Self-Help. Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the

provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums, with interest at the highest rate allowed by law from the date payment is made by Landlord.

11.8 Recording. Tenant agrees not to record either this Lease or any memorandum thereof in the Public Records of Orange County, Florida.

11.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Landlord and Tenant. This reference to successors and assigns of Tenant is not intended to constitute Landlord's consent to assignment by Tenant, but has reference only to those instances in which Landlord may give consent to a particular assignment.

11.10 Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties.

11.11 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

11.12 Waiver. Failure on the part of Landlord or Tenant to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of Tenant is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

11.13 Status Report. Recognizing that both parties may find it necessary to establish to third parties the current status of performance hereunder, either party, on the request of the other, will promptly furnish a statement on the status of any matter pertaining to this Lease.

11.14 Transfer of Landlord's Interest. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

11.15 No Brokerage Commission. Tenant represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this Lease. In the event any broker or leasing agent shall make a claim for a commission or fee in connection with the negotiation or execution of this Lease, Tenant shall be responsible for the payment thereof, and Tenant agrees to hold Landlord harmless from and indemnify Landlord

against any such claim or liability.

11.16 Landlord's Exculpation. Anything to the contrary contained in this Lease notwithstanding, Landlord's commissioners, officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever.

11.17 Landlord's Sovereign Immunity. Landlord is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Landlord beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of Landlord's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Landlord's obligations under the provisions of this Lease are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

11.18 Discrimination Not Permitted. Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

11.19 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein

11.20 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF
PARTIES APPEAR ON FOLLOWING PAGES.)**

**LANDLORD: CITY OF ORLANDO, a
Florida municipal corporation**

By: 

Print Name: Antonio L. Ortiz
Mayor/ProTem

Attest: 

Alana C. Brenner, City Clerk

Witnesses:

Sign: 

Print Name: Carolyn Skuta

Sign: 

Print Name: Sheila C. Williams

**APPROVED AS TO FORM AND
LEGALITY**

for the use and reliance of the
City of Orlando, Florida, only.

January 31 2011.



Assistant City Attorney
Orlando, Florida

**TENANT: ORLANDO GARDEN CLUB,
INC., A FLORIDA corporation not for
profit**

By: Fay Goodman
Fay Goodman, President

Witnesses:

Sign: Claire Viverto

Print Name: CLAIRE VIVERTO

Sign: Nancy Dunn

Print Name: NANCY DUNN

Exhibit “A”

(Sketch and Description of Premises as Described on Following Pages)

SKETCH OF DESCRIPTION

DESCRIPTION:

SHEET 1 OF 2

TRACT "A"

A PORTION OF LOTS 1 AND 2, BLOCK 7, LOCH HAVEN REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 9, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 7, OF SAID LOCH HAVEN REPLAT, RUN S80°02'17"E, A DISTANCE OF 74.82 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S80°02'17"E, RUN 74.60 FEET TO THE WEST RIGHT OF WAY LINE OF DAYTON ROAD, THENCE RUN N10°10'12"E ALONG THE WEST RIGHT OF WAY LINE OF SAID DAYTON ROAD A DISTANCE OF 355.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROLLINS STREET AS SHOWN IN ROLLINS STREET REALIGNMENT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 74 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUNNING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF ROLLINS STREET S77°44'41"E, A DISTANCE OF 80.79 FEET, THENCE DEPARTING THE SAID SOUTH RIGHT OF WAY LINE OF ROLLINS STREET RUN S10°09'24"W, A DISTANCE OF 325.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 0.58 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT "B"

A PARCEL OF LAND LYING WITHIN LOT 4, BLOCK 7, OF LOCH HAVEN REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND A PORTION OF PARCEL 1 (STORMWATER TREATMENT AREA), ROLLINS STREET REALIGNMENT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 4, BLOCK 7, OF SAID LOCH HAVEN REPLAT, RUN N80°02'17"W, A DISTANCE OF 75.18 FEET TO THE POINT OF BEGINNING, THENCE RUN N10°09'59"E, A DISTANCE OF 257.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF ROLLINS STREET ALSO BEING THE POINT OF CURVATURE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 178.28 FEET, A CENTRAL ANGLE OF 2°39'28", A CHORD LENGTH OF 8.27 FEET, AND A CHORD BEARING OF S63°15'03"W, THENCE CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF ROLLINS STREET AND THE ARC SAID CURVE A DISTANCE OF 8.27 FEET, THENCE DEPARTING SAID SOUTH LINE OF ROLLINS STREET RUN S10°09'24"W, A DISTANCE OF 161.94 FEET, THENCE RUN N79°50'36"W, A DISTANCE OF 69.98 FEET, THENCE RUN S10°09'24"W, A DISTANCE OF 45.47 FEET, THENCE RUN S53°41'03"W, A DISTANCE OF 26.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CAMDEN ROAD, ALSO BEING A POINT OF CURVATURE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 133.49 FEET, A CENTRAL ANGLE OF 12°24'46", A CHORD DISTANCE OF 28.86 FEET, AND A CHORD BEARING OF S15°46'52"E, THENCE RUNNING ALONG SAID THE SAID CURVE, ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF CAMDEN ROAD RUN A DISTANCE OF 28.92 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF CAMDEN ROAD RUN S80°02'17"E, A DISTANCE OF 82.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 0.19 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. NOT RESEARCHED FOR EASEMENTS OR UNDERGROUND UTILITIES UNLESS OTHERWISE INDICATED.
2. IMPROVEMENTS NOT LOCATED UNLESS THOSE SHOWN ON THE SKETCH.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CITY OF ORLANDO

SURVEY SERVICES
ENGINEERING 8TH FLOOR
400 S. ORANGE AVENUE
ORLANDO, FL 32802-4990
(407) 246-3319

I HEREBY CERTIFY THAT THIS SKETCH HAS BEEN PERFORMED UNDER MY DIRECTION. AND THAT THIS SKETCH HAS BEEN PREPARED IN ACCORDANCE WITH THE ADOPTED "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 F.A.C. PURSUANT TO SECTION 472.021, FLORIDA STATE STATUTES.

JOSEPH M. STOKES, JR. PSM DATE **10/13/10**
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5507



PREPARED BY:
CITY OF ORLANDO
SURVEY SERVICES
THIS IS NOT A BOUNDARY SURVEY

LEGEND

R/W = RIGHT-OF-WAY LINE
(P) = PLAT
(D) = DESCRIPTION
+/- = MORE OR LESS
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

JOB #: 10-282H
DRAWN BY: R. ALLEN
FILE: GARDEN CLUB LEASE.DGN



LOT 6

BLOCK 11
DOCH HAVEN
REPLAT
B. Q. PG. 9)