

**AMENDED AND RESTATED LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF JACKSONVILLE AND WJCT, INC.  
REGARDING  
METROPOLITAN PARK AND THE WJCT ADMINISTRATION BUILDING**

This Lease executed as of the 17<sup>TH</sup> day of DECEMBER, 2002, by and between the CITY OF JACKSONVILLE, a municipal corporation, hereinafter called the Lessor, and WJCT, Inc. f/k/a COMMUNITY TELEVISION, INC.; a Florida non-profit corporation, hereinafter called the Lessee.

**WITNESSETH:**

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term, and under the conditions hereinafter set out, those certain premises in Jacksonville, Duval County, Florida, more particularly described on Exhibit A attached hereto, the "Leased Premises" and by reference made a part thereof.

**I. PREVIOUS LEASE or RELATED DOCUMENTS.**

The parties have entered into the following lease agreements, copies of which are attached in an appendix hereto:

1. Ordinance 77-112-27, authorizing the dedication of certain lands and the use by WJCT, attaching two legal descriptions
2. Lease Agreement dated 31 March 1977, recorded at vol. 4362, page 294, O.R. Duval County (8 acres, +/-); and
3. Lease Amendment Agreement dated 25 April 1977, recorded at vol. 4375, page 603, O.R. Duval County regarding open space use; and
4. City of Jacksonville Resolution 82-1068-390, reducing the acreage leased to 6.45 acres +/-.
5. Lease Agreement Dated 1 April 1983, unrecorded, reducing the acreage in the 1977 lease to 6.45 acres in accordance with the above resolution; and
6. Agreement dated 29 December 1977 between WJCT and the Florida State Board of Education (FSBE), purporting to provide a forty-year sublease with a 20 year renewal option between the WJCT and FSBE for the real property

above, insofar as the WJCT administration building is constructed thereon.

The Agreement does not have a legal description attached and is not recorded.

## **II MODIFICATION TO LEASED PREMISES**

The purpose of this Amended and Restated Lease Agreement is to gather all prior changes in one document for ease of reference, and to modify the real property and fixtures leased so as to remove the Metropolitan Park from the Leased Premises as defined previously in prior agreements. Lessor hereby leases the Leased Premises under this Amended and Restated Lease Agreement as set forth on Exhibit A hereto and under the terms and conditions herein. Lessor hereby bargains, assigns, grants and conveys an easement for pedestrian access over the property described on Exhibit B for the term of the lease, which easement will terminate upon the termination of this Amended and Restated Lease Agreement.

## **III. TERM.**

To have and to hold the above described Leased Premises for a term commencing on the date written above and continuing until March 30, 2076.

## **IV RENTALS.**

The Lessor hereby leases to the Lessee and the Lessee hereby leased from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay to the Lessor the sum of \$1.00 per year for the rental period described in Article I of this lease, payable in full upon execution of this Agreement. The rentals shall be paid to the Lessor at 117 W. Duval Street, attention Real Estate Department, Jacksonville, Florida 32202.

## **V. RIGHT OF LESSEE TO MAKE IMPROVEMENTS TO PROPERTY.**

A. Lessee, or the State of Florida in its behalf, shall have the right to construct improvements on said demised premises for the purpose of establishing and operating a facility for public television and radio and all other public service activities of Lessee. The term improvements as used herein includes, without limitation, buildings, fund raising

accommodations, towers, communications facilities, parking areas, amphitheaters, and landscaping. All improvements to the demised premises for all purposes hereunder shall be deemed to be personal property, and title thereto shall remain in Lessee or the State of Florida, as their respective interest may appear. Upon termination of this lease Lessee and the State of Florida shall have the option to remove all such personal property from the demised premises, provided that upon such removal the demised premises are restored to a physical condition substantially the same as on the date hereof. In the event said personal property is not removed by the Lessee or the State of Florida, said personal property shall be conveyed to the Lessor if said authority to convey can be obtained from the State. Lessee agrees to act in good faith and make all bona fide efforts to obtain said authority from the State of Florida.

B. The design and construction of such improvements shall be subject to the jurisdiction and approval of the Department of General Services, State of Florida, where funded by the State of Florida, and the plans therefor shall be approved by the Commissioner of Education, as provided by law. Lessee agrees to consult with the Office of the Mayor and use its best efforts to assure the compatibility of all facilities on the demised premises with the long-range plan of Lessor for the development of the area immediately surrounding the demised premises. The parties acknowledge that the Office of Educational Facilities Construction will administer and manage all state appropriated funds under Chapter 76-280, Laws of Florida.

#### **VI. MAINTENANCE AND REPAIRS.**

Lessee shall be responsible for the upkeep, maintenance and repair of the demised premises and the improvements placed thereon. Lessor shall be responsible for the upkeep and maintenance of the bulkhead along the St. Johns River in its present location. Lessor, to induce Lessee to place improvements on the demised premises, covenants that the bulkhead will be maintained in a manner that will insure the stability of all foundations for any improvements placed upon the demised premises by Lessee.

**VII. UTILITIES.**

Lessor shall, at Lessee's expense, make available up to the property line of the demised premises the following utility services: water, sewer, and electricity. Lessee shall be responsible for prompt payment of all utility rates or charges required for the utilization thereof. Lessee shall be responsible, as provided in Chapter 612 of the Ordinance Code of the City of Jacksonville and in JEA guidelines for connection of all facilities to be placed upon the demised premises.

**VIII. INJURY OR DAMAGE TO PROPERTY OR PREMISES.**

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee and except for any negligence of the Lessor or the failure on the part of the Lessor to keep any of its covenants herein the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to the property or to any person on the premises. The term any person on the premises shall not be construed to mean any employee of the City of Jacksonville on the premises within the scope of his or her employment, except when such person is injured due to the negligence of Lessee.

**IX. SUBLETTING OR ASSIGNMENT**

Lessee may, without the prior approval of Lessor, assign this lease, in whole or in part; or sublet any part of the premises hereunder to the State of Florida for the purpose of the construction of any improvement funded by the State of Florida, including without limitation the facility to be funded under chapter 76-280, Laws of Florida. Except as herein provided, Lessee shall not assign this Lease Agreement without the prior written approval of Lessor.

**X. WAIVER OF DEFAULTS.**

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent duty or covenant imposed by this lease.

**XI. USE OF PREMISES.**

The Lessee will not make or suffer any unlawful, improper use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinance Code of the City of Jacksonville, Florida, now or hereafter made. Lessor recognizes that all broadcasting activity undertaken by Lessee is licensed by the Federal Communications Commission which has sole regulatory and enforcement authority over those activities.

**XII. NOTICES.**

All notices required to be served upon the Lessee shall be served by registered or certified mail, return receipt requested, at WJCT, 100 Festival Park Avenue, Jacksonville, Florida 32202, and all notices required to be served upon the Lessor shall be served by registered or certified mail, return receipt requested, addressed to Corporation Secretary, at the address of the Lessor at City Hall, 117 W. Duval Street, Suite 480, Jacksonville, FL 32202, attention Chief Administrative Officer. Either party may designate, in writing, a different address for the receipt of notices in the manner provided for serving notices hereunder.

**XIII. DEFINITION OF TERMS.**

(a) The terms lease, lease agreement, or agreement, shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms Lessor and Lessee shall include the successors and assigns of the parties hereto; provided however, the Lessee may not assign this agreement without the prior written consent of the Lessor, which assignment may not be unreasonably withheld. Lessor may not assign the Agreement unless a public radio and television station remain the primary tenant of the Leased Premises any other use may result in a material breach.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XIV. CONTROLLING LAWS.**

The Laws of the State of Florida and the Ordinances of the City of Jacksonville shall apply to and be controlling in this lease agreement.

**XV. HOLD HARMLESS.**

Lessee covenants that it will indemnify and save and hold harmless the Lessor; its officers, agents and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of lessee; its officers, agents, servants, employees, subtenants, licensees or invitees, or for the death or injury to any of the same which may arise out of or be attributable to the construction, condition, state of repair or Lessee's use and occupancy of the premises, or the furnishing of any utilities or services, or any interruption therein or failure thereof.

**XVI. MECHANICS LIENS.**

Lessor's interest in said demised premises shall not be subject to liens for improvements made by the Lessee upon the demised premises.

**XVII. CONDITION AND REPRESENTATIONS.**

Lessee accepts the demised premises in their as is condition and, except as specifically provided herein, Lessor shall be under no obligation to make any improvements to said premises or property contiguous thereto prior to occupation by Lessee. Lessee represents that as to the Metropolitan Park, as identified as such on the survey attached as Exhibit A, the release of such back to the Lessor does not breach any obligation of Lessee. The parties agree to execute such documents as may be necessary to result in the transfer back to the Lessor of the Metropolitan Park.

**XVIII. ACCESS.**

The Lessor shall, after reasonable notice to lessee, have access to the demised premises or any improvements placed thereon at reasonable times for any reason not inconsistent with the quiet use and enjoyment thereof by Lessee, including, but not limited to, the purpose of inspection to assure compliance with the terms, conditions and covenants of this lease or to address issues within the confines of this Lease.

## **XIX. TERMINATION.**

Lessee shall have the right to terminate this Lease agreement upon giving Lessor one year prior notice as provided for herein, provided the State Board of Education, State of Florida, has consented in writing.

Lessor shall have the right to terminate this lease agreement upon giving Lessee and the State Board of Education, State of Florida, one year prior notice as provided for herein if any one of the following conditions occur:

1. Lessee fails to remain a non-profit corporation providing educational and cultural opportunities for the citizens and institutions of the City of Jacksonville, Florida, provided the State Board of Education, State of Florida, has failed to notify Lessor of its intent to provide such opportunities.

2. Lessee fails, upon the completion of the previously referenced facility, to use the said tract of land and facility for the purposes of providing cultural and educational opportunities to the institutions and citizens of Duval County, provided the State Board of Education, State of Florida, has failed to notify Lessor of its intent to provide such opportunities.

## **XX. BREACH OF COVENANT.**

(a) These presents are upon this condition that except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained which on the Lessee's part is to be performed, and such default shall continue for ninety (90) days, or such other greater time as the Lessor may deem reasonable as provided to the State Board of Education as stated in subsection (b) here below, after receipt of written notice thereof to Lessee and the State Board of Education, State of Florida, from Lessor, then Lessor may immediately or at any time thereafter and without further notice or demand enter into and upon the demised premises or any part thereof and repossess the same as their former estate and expel the Lessee and remove its effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this demise shall terminate both without prejudice to any remedy which

might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

(b) The State Board of Education, State of Florida, shall have the option hereunder, upon receipt of any notice of default provided above, to cure said default in behalf of lessee, or it may elect, after demand on Lessee to cure said default and Lessee's subsequent failure or refusal to comply, to assume Lessee's public service obligations hereunder and receive the benefits here from during the term hereof, so long as it provides the educational and cultural opportunities contemplated hereby. After notice of any default as provided under this lease agreement and after notification by the State Board of Education of its intent to assume Lessee's obligations under this lease agreement, the State Board of Education shall have a period of time to actually take over the operation of the facility, which time shall not exceed a period of thirty days after receipt by the City of the State's notice of intent to assume operation of the facility.

(c) If Lessee shall at any time during the lease term become insolvent or make any assignment for the benefit of creditors, or if a receiver or any officer of the court be appointed or have control of any of the property or assets of Lessee, or if Lessee be declared bankrupt by voluntary or involuntary proceedings, or voluntarily relinquish its broadcast license or terminate and cease its operations as an educational and/or public broadcasting and/or communications system or systems, such event shall be deemed a default hereunder.

(d) If any default hereunder is caused by a natural catastrophe, mechanical failure, or any other cause not resulting from any willful or negligent acts or omissions attributable to Lessee, then this lease shall not terminate so long as Lessee makes diligent efforts to resume its operation within a reasonable time.

## **XXII. TAXES AND INSURANCE.**

Lessee shall pay all applicable real estate taxes, if any, and fire insurance or other insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which



may now or hereafter be placed in or on the demised premises. The City of Jacksonville shall be named as an additional named insured as its interest appears on said insurance policy(s) and named as same on a certificate verifying proof of said coverage which shall be delivered to the City. Furthermore, said policy(s) shall require that the City of Jacksonville be given 30 days written notice prior to the cancellation or modification of any insurance policy required herein.

#### **XXIII. EXPIRATION OF TERM**

At the expiration of the term of this lease, or any extension thereof, the Lessee will peaceably yield up to the Lessor the demised premises. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by Lessee which are not of a permanent nature to the extent, but not inconsistent with, paragraph III. It is also agreed and understood between the parties that Lessor shall retain possession without additional cost to Lessor of the buildings and/or other permanent structures, which may be constructed or placed on the demised premises by the Lessee during the term of this lease or any extension thereof. Lessee further agrees not to suffer any damage or waste to said buildings and/or other permanent structures during or after the removal of the items referenced herein above.

#### **XXIV. RIGHTS RESERVED BY LESSOR**

Lessor reserves the right to enter upon the demised premises for the purpose of maintaining the bulkhead. Lessor shall replace or repair any loss or damage to the demised premises or improvements thereon arising from such maintenance at its own expense.

#### **XXV. RECORDING OF LEASE AGREEMENT**

This lease agreement may be recorded by Lessor in the public records of Duval County, Florida.

**XXVI. OPEN SPACES**


To induce Lessee and the State Board of Education to provide the improvements contemplated hereunder, Lessor covenants that it will maintain its property between the southerly line of the demised premises and the St. Johns River as open space. This covenant shall not be construed to prevent Lessor from the construction of a pier or marina basin south of the demised property line.

**XXVII Concomitant Agreement for Operations**

The parties are seeking approval for the Agreement attached as Exhibit C hereto as an integral part of amending and restating this lease.


IN WITNESS WHEREOF, the parties hereby have hereunder executed this instrument for the purposes herein expressed, the day and year above written.

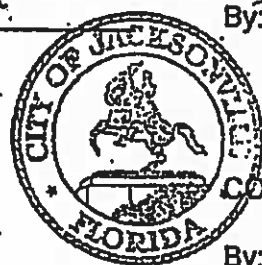
ATTEST

  
\_\_\_\_\_  
Corporation Secretary

(Corporate Seal)

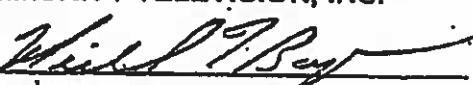
CITY OF JACKSONVILLE  
a municipal corporation

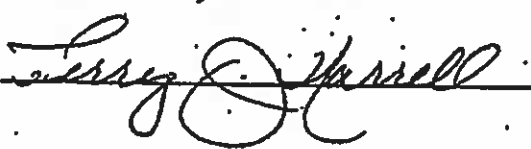
By:   
\_\_\_\_\_  
Mayor

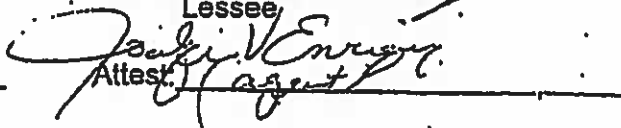


Witnesses as to Lessee.

  
\_\_\_\_\_

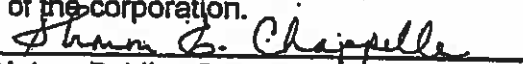
COMMUNITY TELEVISION, INC.  
By:   
\_\_\_\_\_  
Lessee

  
\_\_\_\_\_

  
\_\_\_\_\_  
Attest  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2007, by the Mayor and Corporation Secretary, respectively, of City of Jacksonville, a municipal corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_



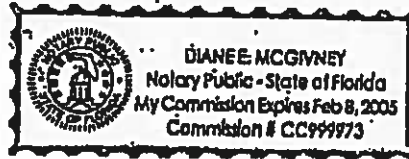
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing <sup>2002</sup> instrument was acknowledged before me this 7 day of NOV, 1993, by Michael Boylan and Jocelyn Enriquez the CEO and CFO, respectively of Community Television, Inc., a Florida non-profit corporation, on behalf of the corporation.

Diane McGivney  
Notary Public, State of Florida at Large  
My commission expires: 2/8/05

Form Approved:

Craig A. Szumbar  
Office of General Counsel



**EXHIBIT A**

**THE FOLLOWING LEGAL DESCRIPTION MUST BE MODIFIED TO REMOVE THE STAGE IN ITS ENTIRETY.**

A part of the E. Hudnall Grant, Section 45, Township 2 South, Range 27 East, Duval County, Florida, and being more particularly described as follows:

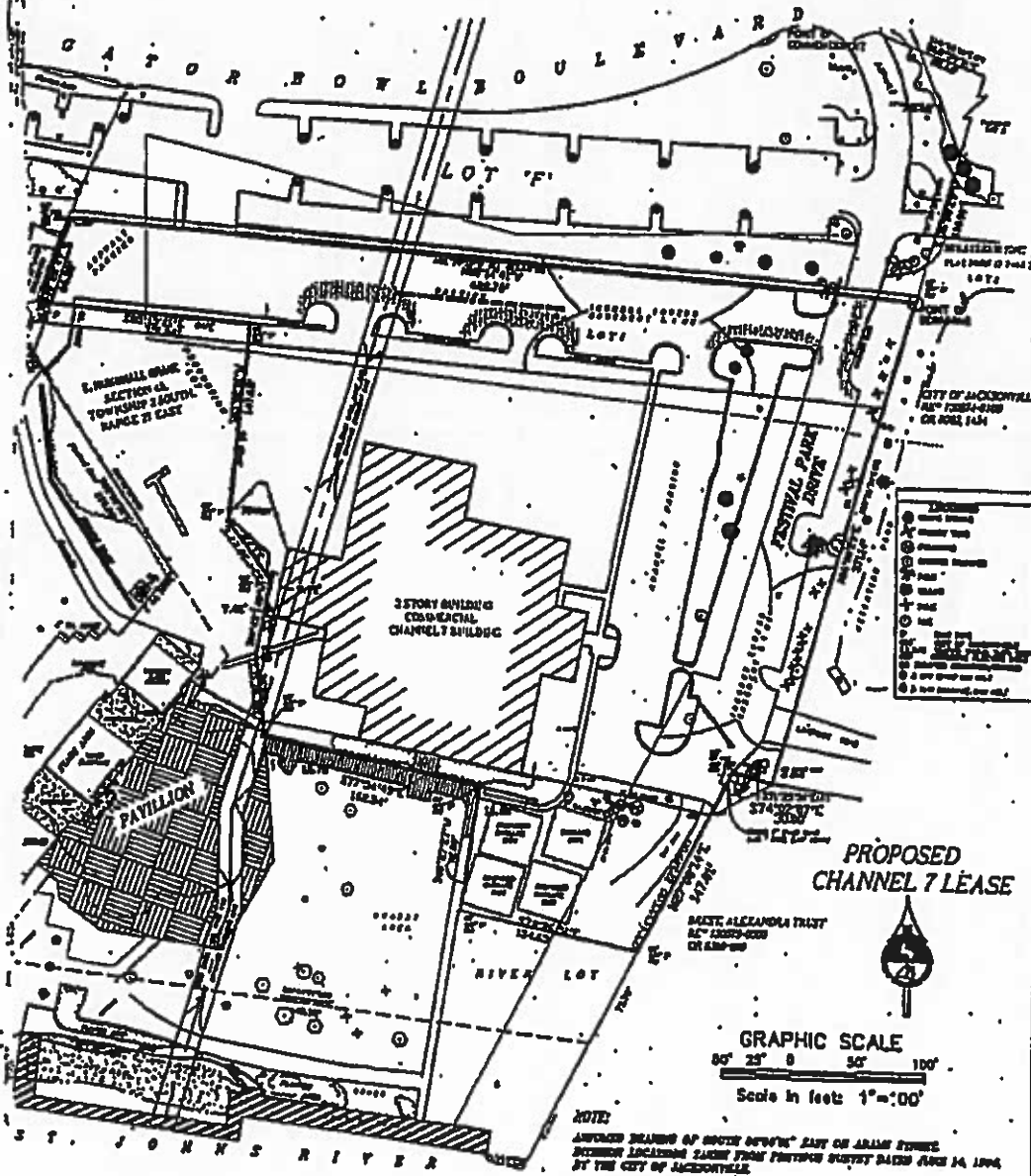
For a point of reference, commence at the Northwesterly corner of Lot 2, as shown on plat of Commodores Point, Plat book 12, pages 31 and 32 of the current public records of said County; thence South 66°23'00" East, along the south right of way line of Adams Street, as now established, a distance of 88.63 feet; thence South 18°36'30" West, a distance of 605.49 feet to the Point of Beginning; thence North 82°39'55" West, a distance of 622.64 feet; thence South 21°01'15" West, a distance of 103.9 feet; thence South 30°32'30" East, a distance of 273.9 feet; thence South 40°20'53" West, a distance of 284.54 feet; to a point on a line that is 100.0 feet Northerly of and parallel with the bulkhead line as established by the City of Jacksonville and recorded in Bulkhead Plat Book 1, page 1 of the current public records of said County; thence South 80°44'27" East, along said line a distance of 445.92 feet; thence North 29°44'15" East, a distance of 223.85 feet; thence South 71°25'50" East, a distance of 30 feet; thence North 18°36'30" East, a distance of 376.88 feet to the Point of Beginning.

Together with a non-exclusive easement for ingress and egress over and across the Easterly 60 feet of the property remaining in the control of the City as described in Ordinance 73-1352-778.

Reserving unto the City of Jacksonville an easement for ingress and egress streets, drainage, sewers, and utilities over, under, across and through the North 90 feet of the above described lands and an easement for drainage, utilities, and sewers over, under, across and through that portion of that certain 17-foot wide strip of land described in Deed Book 1406, page 415 of the current public records of said County which lies within the boundaries of the above described lands. And subject to all easements of record, or of actual use. Containing 6.45 acres, more or less.

C:\ndyl\w\jct.Lease Agreement.8.01.02.doc

**BOUNDARY SURVEY OF: PROPOSED WJCT, (CHANNEL 7), LEASE**



**CERTIFICATION:**  
 THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS FOR MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA (CHAPTER NO. 61017-6, F.A.S.).

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

CITY OF JACKSONVILLE, FLORIDA		ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS		<b>LEGEND</b> □ CONCRETE MONUMENT X-X FENCE ○ NAIL ○ IRON PIPE X CROSS CUT SHEET NO. 1 OF 2
DATE: <u>04/18/02</u>		SCALE: <u>1"=100'</u>		
FILE NO.: <u>11989</u>		JOB NO.: <u>70290</u>		

*Glenn E. McGregor* 4-16-2002  
 GLENN E. MCGREGOR, P.L.S. FLORIDA REGISTRATION NUMBER 4252  
 ROOM 908, 220 E. BAY STREET, 32202 (904)-830-1374

**WJCT, (CHANNEL 7) LEASE LEGAL DESCRIPTION**

A PART OF LOT 22.00, COMMODORES POINT, AS RECORDED IN PLAT BOOK 12, PAGE 36, OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, ALSO A PART OF THE E. ECKHART GRANT SECTION 48, TOWNSHIP 2 SOUTH, RANGE 27 EAST, SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION CORNER OF LOT 2, AS SHOWN ON PLAT OF COMMODORES POINT, PLAT BOOK 12, PAGE 36, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 69°00'00" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF ADAMS STREET, (90 FOOT BARRIER RAYLAND) ALONG THE FRONT NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 66.60 FEET, THENCE SOUTH 14°00'00" WEST, A DISTANCE OF 61.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 85°45'41" WEST, A DISTANCE OF 62.75 FEET, THENCE SOUTH 18°00'00" WEST, A DISTANCE OF 64.36 FEET, THENCE SOUTH 86°15'21" EAST, A DISTANCE OF 148.84 FEET, THENCE SOUTH 05°00'00" WEST, A DISTANCE OF 147.00 FEET, THENCE SOUTH 34°00'00" EAST, A DISTANCE OF 61.77 FEET, THENCE SOUTH 10°45'40" WEST, A DISTANCE OF 62.15 FEET, THENCE SOUTH 09°00'00" EAST, A DISTANCE OF 60.82 FEET, THENCE SOUTH 77°00'00" EAST, A DISTANCE OF 134.66 FEET TO THE WESTERLY LINE OF THE LOTS DESCRIBED IN OFFICIAL RECORDS VOLUME 6384, PAGE 699 OF SAID CURRENT PUBLIC RECORDS, SAID COUNTY, THENCE NORTH 87°00'14" EAST, ALONG SAID WESTERLY LINE A DISTANCE OF 147.81 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6384, PAGE 699, THENCE SOUTH 74°00'00" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 8008, PAGE 1434, SAID CURRENT PUBLIC RECORDS, THENCE NORTH 10°00'00" EAST, ALONG SAID WESTERLY LINE OF SAID OFFICIAL RECORDS VOLUME 8008, PAGE 1434, A DISTANCE OF 372.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 4.37 ACRES MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ingress and egress over and across the easterly 60 feet, when measured at right angles to, the easterly line of the above described parcel, over all property remaining in the control of the city as described in ordinance 75-1268-778. RESERVING INTO THE CITY OF JACKSONVILLE AN EASEMENT FOR ingress and egress, STREET, DRAINAGE SEWER, AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THE NORTH 90 FEET when measured at right angles to the NORTH LINE OF THE ABOVE DESCRIBED LANDS, ALSO AN EASEMENT FOR DRAINAGE, UTILITIES, AND SEWER, OVER, UNDER, ACROSS, AND THROUGH THAT PORTION OF, THAT CERTAIN 17-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED BOOK 1406, PAGE 418 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY WHICH LIES WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED LANDS, AND SUBJECT TO ALL EASEMENTS OF RECORD, OR OF ACTUAL USE CONTAINED 0.75 ACRES, MORE OR LESS.

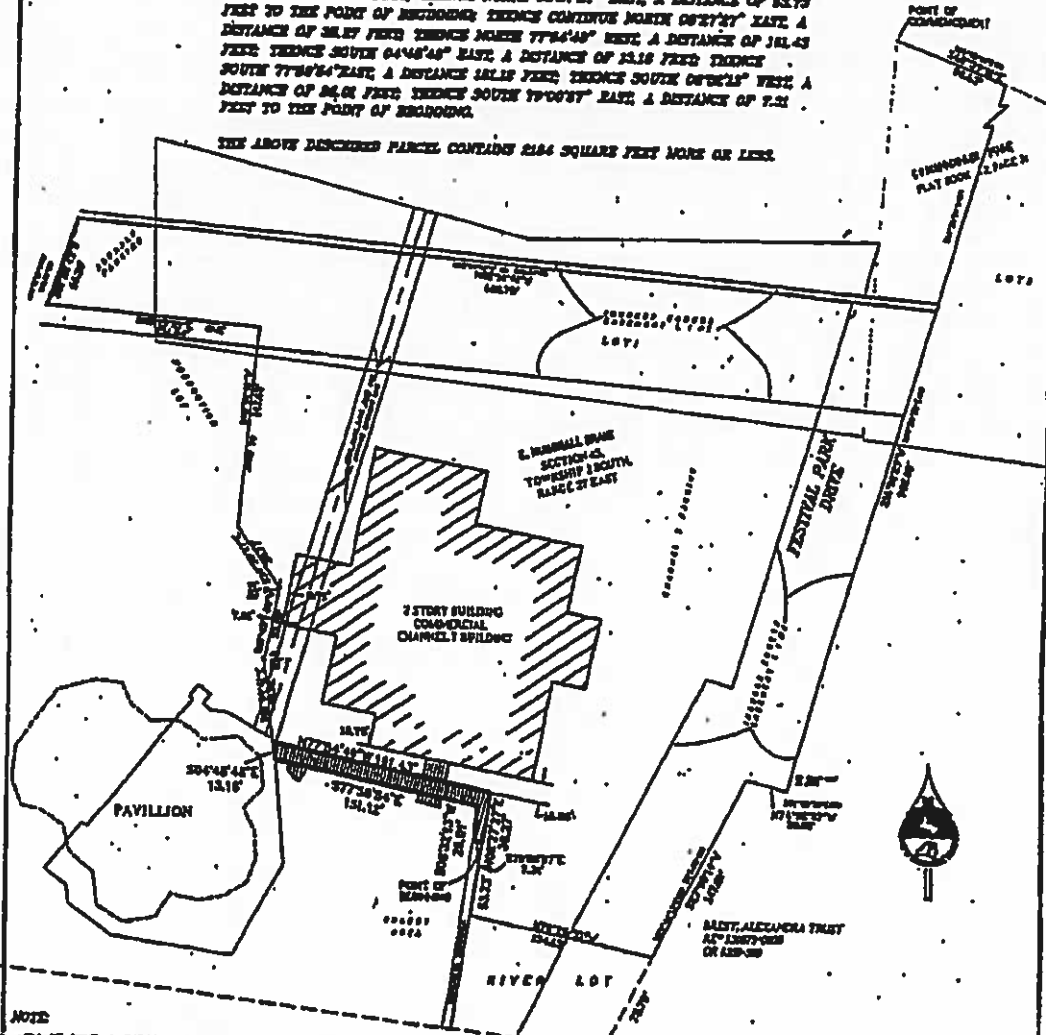
CITY OF JACKSONVILLE, FLORIDA		ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS		LEGEND	
GLENN E. MCGREGOR, P.L.S. FLORIDA REGISTRATION NUMBER 4252 ROOM 808, 220 E. BAY STREET, 32202		(904)-630-1374		□	CONCRETE MONUMENT,
DATE: 04/18/02	SCALE: 1"=100'	○	NAE	X—X	FENCE
FILE NO.: 11889	JOB NO.: 70298	○	IRON PIPE	+	CROSS CUT
				SHEET NO. 2 OF 2	

**SKETCH TO SHOW:**

**PROPOSED W/CT, (CHANNEL 7), PEDESTRIAN EASEMENT**

A PART OF THE E. MURKALL GRANT, SECTION 48, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 2, AS SHOWN ON PLAT OF COASCOGUES POINT, PLAT BOOK 12, PAGE 32, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°50'1" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF ADAMS STREET, (80 FOOT RIGHT OF WAY) ALONG THE FURROW NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 86.00 FEET; THENCE SOUTH 37°00'0" WEST, A DISTANCE OF 206.00 FEET TO AN INTERSECTION WITH THE NORTH EDGE OF THE LANE DESCRIBED IN OFFICIAL RECORDS VOLUME 6384, PAGE 806, CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA; THENCE NORTH 74°00'0" WEST, ALONG SAID NORTH LINE A DISTANCE OF 20.00 FEET TO THE THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS 6384, PAGE 806, THENCE SOUTH 87°00'1" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6384, PAGE 806, A DISTANCE OF 147.88 FEET; THENCE NORTH 78°20'0" WEST, A DISTANCE OF 194.00 FEET; THENCE NORTH 08°27'0" EAST, A DISTANCE OF 63.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUOUS NORTH 08°27'0" EAST, A DISTANCE OF 32.87 FEET; THENCE NORTH 77°34'48" WEST, A DISTANCE OF 181.43 FEET; THENCE SOUTH 64°48'48" EAST, A DISTANCE OF 13.18 FEET; THENCE SOUTH 77°38'54" EAST, A DISTANCE 181.18 FEET; THENCE SOUTH 08°27'0" WEST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 77°00'0" EAST, A DISTANCE OF 7.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2184 SQUARE FEET MORE OR LESS.



NOTE:  
THIS IS NOT A FIELD SKETCH.  
RATES OF BEARING ASSUMED AS SOUTH 68°50'1" EAST ON ADAMS STREET  
CERTIFICATION:  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE SUPERVISION AND SUPERVISION, THAT THE SKETCH DATA COMPLES WITH ALL OF THE REQUIREMENTS FOR USUAL TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA (CHAPTER NO. 81617-8, F.A.C.).

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

CITY OF JACKSONVILLE, FLORIDA		ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	LEGEND <input type="checkbox"/> CONCRETE MONUMENT X-X FENCE O NAIL O IRON PIPE X CROSS CUT SHEET NO. 1 OF 1
<i>Glen E. McGregor</i> GLEN E. MCGREGOR, P.L.S. FLORIDA REGISTRATION NUMBER 4252 ROOM 908, 220 E. BAY STREET, 32202		5-07-2002 (904)-630-1374	
DATE: 05/08/02	SCALE: 1"=100'	FILE NO.: 11859	JOB NO.: 70290

EXHIBIT B

Final August 26, 2002

**Agreement By and Between  
The City of Jacksonville and WJCT, Inc. regarding  
Metropolitan Park, Special Event Parking, and Related Matters**

This Agreement is entered into this 17<sup>th</sup> day of ~~DECEMBER~~ 2002, by and between the City of Jacksonville, a body corporate and politic, acting within both its municipal and county powers, (the "City") and WJCT, Inc., a Florida Not For Profit Corporation ("WJCT").

**WITNESSETH**

Whereas, the City and WJCT have entered into lease agreements, pursuant to which WJCT constructed its present facilities; and

Whereas, concomitant with the execution of this Agreement, the parties are entering into an Amended and Restated Lease Agreement which will supplant and supersede the previous lease agreements, and a copy of which is attached as Exhibit A hereto; and

Whereas, pursuant to the prior lease agreements, and the Amended and Restated Lease Agreement, WJCT has returned the portion of its leased premises containing the Metropolitan Park, and has entered into a lease for the term ending March 30, 2076, on which its administration, broadcasting and studio facilities are located; and

Whereas, also pursuant to the lease agreements and the Amended and Restated Lease Agreement, the City is obligated to maintain its adjacent property in conformance with the Restrictive Covenant recorded at v. 3503 p. 883, Official Records, Duval County; and

1

**EXHIBIT  
"C"**

Exhibit 6  
Page 16 of 24



Final August 26, 2002

Whereas, in 1982 WJCT transferred a portion of property owned by it back to the City, to aid in the construction of the facilities on Metropolitan Park and;

Whereas, the City and WJCT entered into an agreement dated November 1, 1982, with a term of twenty-five years for the provision of services by WJCT to the public relating to Metropolitan park (the "Metropolitan Park Agreement"); and

Whereas, WJCT has organized, promoted, and operated the Jacksonville JazzFest such that the JazzFest has become nationally known, and

Whereas, WJCT, has achieved its purpose in obtaining national recognition for the JazzFest, and wishes to have the City assume the sole responsibility for the JazzFest henceforth and wish to embody such agreement; and

Whereas, the City and WJCT have determined that the public within Duval County would be better served if additional modifications were made to the Metropolitan Park Agreement; and

Whereas, the City and WJCT have reached a new agreement and wish to reduce that agreement to writing.

Now Therefore, it is agreed by the parties as follows:

1. Termination of Metropolitan Park 1982 Agreement. The Agreement between the parties dated 1 November 1982 will become null and void upon the execution of this Agreement by the Mayor for the City.
2. Transfer of Liquor License. Within 60 days of the execution of this Agreement, WJCT agrees to escrow its license, as has been past practice, during an event if

Final August 26, 2002

requested by the City.

3. **Allocation of Real Property Interests.** Metropolitan Park, owned by City, and WJCT property, controlled by WJCT pursuant to its prior leases and the Amended and Restated Lease Agreement are described on Exhibit A to the Amended and Restated Lease Agreement.
4. **WJCT Support facilities.** City will execute the necessary documents to ensure that WJCT may continue to use and maintain presently existing WJCT equipment and facilities connecting its property with the existing Metropolitan Park stage. All such technical installations, maintenance and operations shall be on a not-to-interfere basis with the City's use of Metropolitan Park.
5. **Special Events at Metropolitan Park.** City shall have sole and exclusive use to provide special events, whether for paid admission or without admission cost, at Metropolitan Park, including but not limited to the Jazz Festival. The number of paid events will be in conformance with limitations imposed by the National Park Service.
6. **WJCT Studio Facilities and Meeting Rooms.** WJCT agrees to provide access to its studio facilities and meeting rooms upon reasonable request from the City within the frame of WJCT's usual terms and conditions.
7. **Metropolitan Park Maintenance and Coordination.** Within Metropolitan Park, City agrees to provide all services and functions it deems necessary, and recognizes that WJCT will have no obligation to take any action regarding

Final August 26, 2002

Metropolitan Park other than as is set forth in this Agreement. City shall be responsible for all costs related to general operation and maintenance of Metropolitan Park. To that end, the City agrees to provide the following, to the extent deemed by the City to be necessary (a) maintenance of existing equipment and building[s], and provision of any equipment deemed necessary by City (b) coordinating and scheduling events for the performance stage and any other use of Metropolitan Park (c) directing all contract negotiations for performers; (d) obtaining all music and other copyright clearances; (e) negotiating all union agreements (f) coordinating media coverage, including an express notice to WJCT of any anticipated event (g) coordinating and obtaining concessions and transportation issues and (h) recruiting and supervising volunteers.

8. **Broadcast and Media.** For calendar years 2002, 2003, 2004, and 2005, WJCT has a right of first refusal to provide recording, and rebroadcasting coverage, and title sponsorship for the JazzFest at Metropolitan Park.
9. **Compliance with City's Obligations to the State of Florida and to the United States:** The parties agree to provide any necessary amendments to this Agreement should such be necessary to conform to the City's obligations under agreements with the State of Florida or the United States, provided however, that expenses incurred by WJCT in doing so shall be reimbursed by the City if WJCT provides the City with a minimum of seven (7) business days notice of its intent to incur such costs, and the City agrees that such costs are necessary.

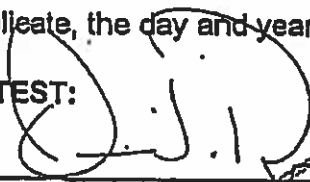
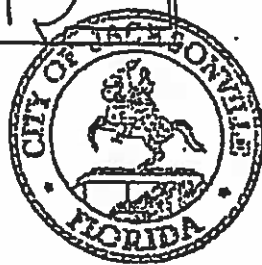
Final August 26, 2002

10. **Term.** The term of this Agreement is for twenty-five (25) years.
11. **Parking.** WJCT agrees to allow the City, upon reasonable notice, to use the WJCT parking area, depicted on Exhibit A to the Amended and Restated Lease, for patron and VIP parking, with WJCT receiving 100% of the gross proceeds of the parking costs charged. The City agrees to pay to WJCT the prevailing per-spot rates for lots F & E. City will assume the responsibility for security and management of this lot when in its use. WJCT reserves the right to limit the City's use of its parking should there be a concurrent event occurring or a business necessity to do so.
12. **Funding.** Subject to annual appropriation, and concurrent with the term of this Agreement the City agrees to an annual contribution to WJCT in the amount of \$30,000 (thirty thousand dollars) per year, for, among other things, compensation for the reduction in acreage within the WJCT lease, and the surrender of the Pavilion with such first contribution being due and owing October 15, 2002.
13. **Entire Agreement.** This Agreement may not be modified by the parties except by entering into an amendment with the same formalities as contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

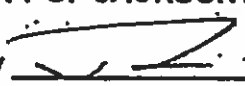
ATTEST:

By

CITY OF JACKSONVILLE, FLORIDA

By

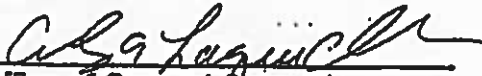


Final August 26, 2002

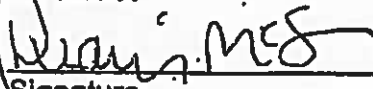
Neill W. McArthur, Jr.  
Corporation Secretary

John A. Delaney  
Mayor

Approved:

  
Office of General Counsel  
City of Jacksonville

ATTEST:

  
Signature

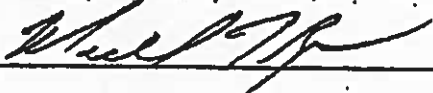
Diane McGivney  
Type/Print Name

Corporate Secretary  
Title

Approved:

\_\_\_\_\_  
Legal Counsel  
WJCT, INC.

WJCT, INC.

  
\_\_\_\_\_

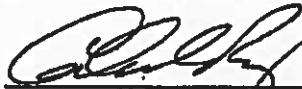
Executive Director

Michael T. Boylan  
Type/Print Name

President/CEO  
Title

\\STJAMES1\SYSTEMS\GROUPS\GC\Gov't Operations\CINDYL\WJCT\metropolitan.pk.7.26.02.doc

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.



Director of Administration and Finance

City Contract Number 4707-4 J

Form Approved:

SEE PAGE 6  
Office of General Counsel

G:\Gov't Operations\WEILLM\CONTRACT\DirFin#2&Form Approval.wpd

1 Introduced by Council President at the Request of the Mayor:  
2  
3

4 RESOLUTION 2002-976-A

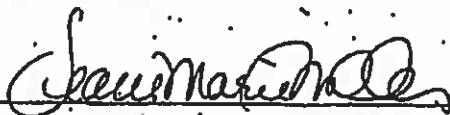
5 A RESOLUTION AUTHORIZING THE MAYOR AND  
6 CORPORATION SECRETARY TO EXECUTE AN AMENDED  
7 AND RESTATED LEASE AGREEMENT BETWEEN WJCT,  
8 INC. AND THE CITY OF JACKSONVILLE REGARDING  
9 METROPOLITAN PARK AND THE WJCT ADMINISTRATION  
10 BUILDING; PROVIDING AN EFFECTIVE DATE.  
11

12 BE IT RESOLVED by the Council of the City of Jacksonville:

13 Section 1. The Mayor and Corporation Secretary are  
14 authorized to execute an Amended and Restated Lease Agreement by  
15 and between the City of Jacksonville and WJCT, Inc. regarding  
16 Metropolitan Park and the WJCT Administration Building, in  
17 substantially the form attached hereto as Exhibit 1 and made a part  
18 hereof.

19 Section 2. Effective Date. This resolution shall become  
20 effective upon signature by the Mayor or upon becoming effective  
21 without the Mayor's signature.  
22

23 Form Approved:

24   
25 \_\_\_\_\_

26 Office of General Counsel

27 Legislation Prepared By: Jeanne M. Miller

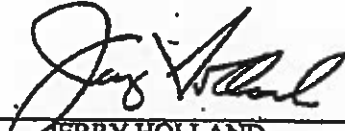
28 8/26/02 G:\shared\LEGIS.CC\JeanneM\MBRC Legis\2002\WJCT - Amended and Restated Agreement.doc

RESOLUTION 2002-976-A

CERTIFICATE OF AUTHENTICATION

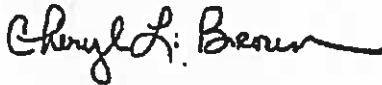
ADOPTED BY THE COUNCIL

October 8, 2002



JERRY HOLLAND  
COUNCIL PRESIDENT

ATTEST:



CHERYL L. BROWN  
COUNCIL SECRETARY

APPROVED: OCT 15 2002

  
JOHN A. DELANEY, MAYOR