

## USE AGREEMENT

This Agreement is made and entered into this 28<sup>th</sup> day of June, 2013 (the “Effective Date”) by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the “District”), and RED HILLS HORSE TRIALS, INC. (“RHHT”) and the CITY OF TALLAHASSEE (“City”), a Florida municipal corporation.

## WITNESSETH

**WHEREAS**, the District owns the real property described on Exhibit “A” hereto (the “District Property”) that is part of the park commonly known as the Elinor Klapp-Phipps Park in Tallahassee, Leon County, Florida (the “Park”);

**WHEREAS**, the City and the District manage the Park pursuant to a Management Agreement dated October 15, 1992 between the District and the City;

**WHEREAS**, since 1998, RHHT has conducted its annual three-day equestrian competition known as the “Red Hills Horse Trials” (the “Event”) on the District Property;

**WHEREAS**, the parties wish to formalize RHHT’s annual use of the District Property for the Event and to authorize RHHT to construct new permanent improvements on the District Property that include a new equestrian cross-country course, all carefully designed and implemented in a manner that is consistent with the District’s primary land management mission of water resource protection;

**WHEREAS**, the District’s Governing Board, at its regular monthly meeting on the 13th day of June, 2013, has authorized the Executive Director of the District to enter into this Agreement on behalf of the District; and

**FURTHER WHEREAS**, the parties are authorized to enter into this Agreement.

**NOW, THEREFORE**, that for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to the District, the City and RHHT, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The District, the City and RHHT hereby adopt and incorporate into this Agreement the recitals set forth hereinabove.

2. Commencing on the Effective Date, and continuing through and including March 9, 2014, RHHT is hereby granted the authority to design and construct, at its sole cost, the permanent improvements on the District Property set forth in **Exhibit "B"** hereto (the "Cross-Country Course").

A. During planning, design and construction of the Cross-Country Course, the following conditions and considerations shall apply:

i. RHHT shall have the authority to close off areas of the District Property that are under active construction.

ii. RHHT must submit the final designs of the Cross-Country Course to the District for review and approval by the District prior to installation. RHHT shall deliver a copy of the final designs of the Cross-Country Course to the City when RHHT submits them to the District. The final designs must specify any proposed removal of vegetation, earthmoving, event-specific utility or infrastructure installations, permanent structures, materials, environmental protection measures, and plant lists. If RHHT delivers a proposed final design to the District and the District does not, within thirty (30) days of receipt thereof, notify RHHT in writing that the final design is approved, approved with conditions, denied, or if additional information is needed to complete the review, then the District shall be deemed to have approved

the final design. The District shall be permitted to reject or request modifications to a final design if it materially deviates from Exhibit "B" or if deemed a public safety hazard by the District or if the District determines that the proposed design would cause unacceptable natural resource impacts.

iii. Nothing herein shall be construed to prohibit District or City representatives from entering upon the District Property to inspect the construction of the Cross-Country Course to ensure public safety concerns and the prevention of impacts to water resources, other park resources and wildlife are addressed.

iv. If requested by the District in writing, RHHT will install, repair and/or replace appropriate signs to inform Park users of hazards and possible safety issues.

B. The District shall deliver notice to RHHT of any failure of RHHT to comply with any of the conditions set forth in subsection A. hereinabove, and RHHT shall have a reasonable amount of time (not to exceed 60 days) after receipt of such notice in which to cure any such non-compliance.

C. RHHT will be responsible for all costs of design and construction of the Cross-Country Course, including, but not limited to, securing all construction, building, and/or environmental permits that may be required, and for all erosion control, tree protection, and other environmental safeguards required to complete the construction with minimum impact to the natural resources on and off the District Property.

D. The District will not be required to perform or make any financial contribution toward design, construction or maintenance of the Cross-Country Course.

E. RHHT shall notify the District and City in writing of the completion of the Cross-Country Course. Upon delivery of said notice of completion, ownership of the permanent

improvements of the Cross-Country Course shall be deemed to have vested with the CITY, subject to the rights of RHHT under this Agreement, and any and all obligations of RHHT under this Paragraph 2 shall automatically terminate. Nothing in this Paragraph 2 shall limit or condition the right of RHHT to maintain, improve, alter and prepare the Cross-Country Course as required by RHHT for the Event on an annual basis as set forth hereinafter, subject to the review process, terms, and conditions herein, but the City shall have no obligation or duty to maintain the Cross-Country Course during the Annual Use Period set forth in Paragraph 3 in a year in which RHHT conducts the Event. At all other times, the City shall maintain the Cross-Country Course to protect public safety.

3. A. If at any time the permanent improvements are deemed a public safety hazard by the City, the City shall have the authority to remove or alter the permanent improvements.

B. If requested by the City in writing, RHHT will install, repair and/or replace appropriate, permanent signs to inform Park users of hazards and possible safety issues associated with the permanent improvements of the Cross-Country Course.

C. RHHT shall be required to obtain a City Special Event Permit annually prior to the Event.

4. Commencing on the Effective Date and continuing through and including April 15, 2023, the District hereby grants to RHHT the authority to use the District Property on an annual basis, including access to the District Property, beginning on February 15th and ending on April 15th each year (the "Annual Use Period") for the purposes of preparing for, conducting and engaging in all activities associated with the Event. The parties agree that activities associated with the Event may include, but are not limited to, the construction, maintenance and preparation

of any and all temporary facilities for the Event, including horse stables, sponsor tent concessionaire facilities, educational booths, administrative structures, and unpaved parking facilities.

5. During the Annual Use Period, RHHT's use of the District Property for the Event shall be subject to the conditions set forth in Exhibit "C" hereto (the "Use Conditions"). The District shall deliver notice to RHHT of any failure of RHHT to comply with the Use Conditions, and RHHT shall have a reasonable amount of time after receipt of such notice in which to cure any such non-compliance.

6. The grant of authority to RHHT under this Agreement shall be automatically renewed upon the same terms and conditions, without notice, for like successive five (5) year periods ending on April 15th of the last year of the applicable five (5) year period unless the District shall, at least eight (8) months before the expiration of the initial period or applicable successive periods, notify RHHT in writing of the termination of the Agreement.

7. Upon termination of this Agreement, the District or the City may request that RHHT remove some or all permanent improvements and restore the property to its original condition.

8. RHHT indemnifies and holds harmless the District, its agents and employees from claims of any kind whatsoever or of any nature for personal injury, loss of life and property damage arising out of the use of the District Property by RHHT, its agents, the event participants and members of the public. RHHT releases the District from any and all liability to the extent allowable by Florida law for personal injury, loss of life and property damage arising out the authority granted to RHHT under this agreement.

9. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given on the date served personally, on one (1) day after deposited in Federal Express or other guaranteed overnight courier, or three (3) business days after deposit in prepaid, first-class United States mail, certified or registered. Any such notice, demand, request, consent, approval, or communication shall be addressed to the other party at the following respective addresses:

DISTRICT: Attn: WILLIAM O. CLECKLEY, Director, Division of Land  
Management and Acquisition  
81 Water Management Drive  
Havana, FL, 32333

RHHT: Attn: JANE BARRON, President  
4000 N. Meridian Road  
Tallahassee, FL 32312

CITY: Attn: ASHLEY EDWARDS  
Asst. Park and Recreation Director  
City of Tallahassee  
300 South Adams Street  
Tallahassee, Florida 32301

Either party may change its address by notifying the other party of the change of address.

10. In no event will the relationship of the District, the City and RHHT under this Agreement be construed to be that of a partnership, joint venture or joint enterprise.

11. The failure of either party to insist on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any other instance.

12. The District shall have the same Event sponsorship designation as the City.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

14. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof.

**IN WITNESS WHEREOF**, the District, RHHT and the City have caused this Agreement to be executed effective on the day first written above.

WITNESS:

RED HILLS HORSE TRIALS, INC.,  
a Florida non-profit corporation

[Signature]  
(Signature)

Kimberly McGill  
(Print Name)

[Signature]  
(Signature)

Luis Carbajal  
(Print Name)

By: Jane Henderson Barron  
Name: Jane Henderson Barron  
Its: President  
Date: 15 March 2013

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2013, by Jane Henderson Barron, as President of RED HILLS HORSE TRIALS, INC., a Florida non-profit corporation, on behalf of the corporation, ( ) who is personally known to me OR ( X ) who produced Florida Drivers License as identification.

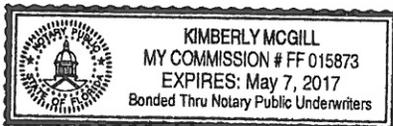
8650-448-49-760-0

[Signature]  
Notary Signature

Kimberly McGill  
Print Notary Name

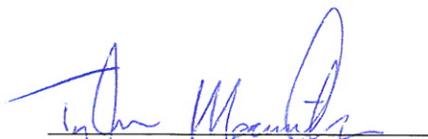
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires May 7, 2017



WITNESS:

NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

  
\_\_\_\_\_  
(Signature)

Tyler Macmillan  
\_\_\_\_\_  
(Print Name)

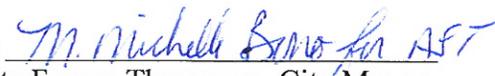
  
\_\_\_\_\_  
(Signature)

Carol L. Bert  
\_\_\_\_\_  
(Print Name)

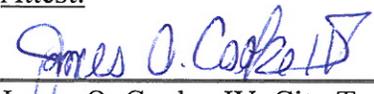
By:   
\_\_\_\_\_  
Jonathan P. Steverson  
Executive Director

Date: 6/13/13  
\_\_\_\_\_

**CITY OF TALLAHASSEE:**

By:   
\_\_\_\_\_  
Anita Favors Thompson, City Manager

Attest:

  
\_\_\_\_\_  
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

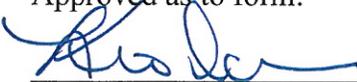
  
\_\_\_\_\_  
Kristen L. Coons, Asst. City Attorney

EXHIBIT "A"  
(THE DISTRICT PROPERTY)

*First American Title Insurance Company* OR 159460530  
Schedule A, Page 2

A TRACT OF LAND LYING IN SECTIONS 25, 26, 35, AND 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a terra cotta monument marking the Southeast corner of said Section 36 and run South 89 degrees 54 minutes 31 seconds West 24.64 feet to the centerline of Meridian Road (Station 100+75.06) as per Leon County Maintenance Map recorded in Road Plat Book 2, Page 96 of the Public Records of Leon County, Florida, thence North 00 degrees 05 minutes 15 seconds East along said centerline 675.74 feet to a Leon County rod and cap marking Station 107+50.80, thence North 00 degrees 43 minutes 15 seconds West along said centerline 1213.53 feet, thence South 88 degrees 02 minutes 34 seconds West along the North boundary of property described in Official Records Book 255, Page 149 of the Public Records of Leon County, Florida, a distance of 117.53 feet to a concrete monument on the Westerly right-of-way boundary of Meridian Road, thence North 00 degrees 43 minutes 15 seconds West along said right-of-way boundary and along a line 117.50 feet West of and parallel with the centerline of said Meridian Road a distance of 47.21 feet to a concrete monument, thence North 00 degrees 22 minutes 32 seconds West along said right-of-way boundary and along said parallel line a distance of 172.27 feet a concrete monument on the North boundary of property described in Official Records Book 1444, Page 5 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 86 degrees 42 minutes 04 seconds West along said North boundary 688.12 feet to a concrete monument, thence North 72 degrees 53 minutes 41 seconds West along said North boundary 566.47 feet to a concrete monument, thence North 46 degrees 42 minutes 52 seconds West along said North boundary and along the South boundary of property described in Official Records Book 1444, Page 8 of the Public Records of Leon County, Florida, a distance of 946.41 feet to a concrete monument, thence North 59 degrees 21 minutes 57 seconds West along said South boundary 247.76 feet to a concrete monument, thence North 55 degrees 36 minutes 20 seconds West along said South boundary 144.53 feet to a concrete monument, thence North 20 degrees 49 minutes 24 seconds West along said boundary 189.44 feet to a concrete monument on the North boundary of said property described in Official Records Book 255, Page 149, thence South 89 degrees 25 minutes 30 seconds West along said North boundary 2116.11 feet to a concrete monument marking the Northwest corner of said property, thence South 00 degrees 37 minutes 15 seconds East along the West boundary of said property 726.25 feet, thence leaving the boundary of said property run Westerly and Southerly along a line approximately 7.5 feet Easterly of and parallel with the

File No: 32930

*First American Title Insurance Company* OR 159460531

Schedule A, Page 2

centerline of an existing creek as follows : North 87 degrees 50  
minutes 13 seconds West 42.40 feet, thence South 65 degrees 52  
minutes 05 seconds West 37.80 feet, thence North 26 degrees 25  
minutes 37 seconds West 24.51 feet, thence South 78 degrees 54  
minutes 12 seconds West 26.83 feet, thence South 63 degrees 29  
minutes 04 seconds West 32.23 feet, thence North 53 degrees 27  
minutes 57 seconds West 36.64 feet, thence South 46 degrees 41  
minutes 21 seconds West 9.38 feet, thence South 06 degrees 57  
minutes 22 seconds East 45.48 feet, thence North 83 degrees 21  
minutes 38 seconds West 62.05 feet, thence South 19 degrees 57  
minutes 43 seconds West 53.15 feet, thence North 39 degrees 38  
minutes 35 seconds West 34.56 feet, thence South 42 degrees 31  
minutes 29 seconds West 34.38 feet, thence South 44 degrees 25  
minutes 15 seconds East 24.38 feet, thence North 70 degrees 03  
minutes 57 seconds East 34.67 feet, thence South 50 degrees 37  
minutes 24 seconds East 23.50 feet, thence South 07 degrees 35  
minutes 18 seconds West 42.14 feet, thence South 55 degrees 17  
minutes 40 seconds West 98.68 feet, thence North 57 degrees 09  
minutes 55 seconds West 18.84 feet, thence South 29 degrees 45  
minutes 02 seconds East 50.78 feet, thence South 13 degrees 18  
minutes 08 seconds West 21.44 feet, thence South 88 degrees 17  
minutes 52 seconds West 29.56 feet, thence South 22 degrees 16  
minutes 17 seconds East 15.63 feet, thence South 43 degrees 42  
minutes 02 seconds East 28.40 feet, thence South 00 degrees 49  
minutes 35 seconds West 57.36 feet, thence South 89 degrees 52  
minutes 02 seconds East 36.17 feet, thence South 09 degrees 58  
minutes 27 seconds East 34.34 feet, thence South 52 degrees 04  
minutes 30 seconds West 72.94 feet, thence North 76 degrees 42  
minutes 01 seconds West 36.06 feet, thence South 55 degrees 45  
minutes 58 seconds West 18.81 feet, thence South 20 degrees 52  
minutes 39 seconds West 21.63 feet, thence South 58 degrees 37  
minutes 52 seconds West 30.68 feet, thence North 50 degrees 19  
minutes 47 seconds West 33.84 feet, thence South 64 degrees 42  
minutes 55 seconds West 13.59 feet, thence South 18 degrees 37  
minutes 08 seconds West 41.35 feet, thence South 08 degrees 28  
minutes 38 seconds East 56.24 feet, thence South 77 degrees 13  
minutes 06 seconds West 46.41 feet, thence South 67 degrees 48  
minutes 45 seconds East 20.73 feet, thence South 35 degrees 33  
minutes 22 seconds West 29.87 feet, thence South 79 degrees 54  
minutes 28 seconds West 44.03 feet, thence North 75 degrees 19  
minutes 22 seconds West 71.49 feet, thence South 09 degrees 24  
minutes 17 seconds West 34.47 feet, thence South 28 degrees 24  
minutes 28 seconds East 23.04 feet, thence South 37 degrees 13  
minutes 49 seconds West 54.39 feet, thence South 16 degrees 22  
minutes 58 seconds East 30.22 feet, thence South 09 degrees 19  
minutes 50 seconds West 25.12 feet, thence South 48 degrees 16  
minutes 45 seconds West 39.49 feet, thence South 16 degrees 46  
minutes 11 seconds East 35.09 feet, thence South 15 degrees 39  
minutes 19 seconds East 82.60 feet, thence South 01 degrees 42  
minutes 20 seconds East 57.72 feet, thence South 14 degrees 36

File No: 32930

First American Title Insurance Company DR 1594 PG 0532

Schedule A, Page 2

minutes 09 seconds West 72.02 feet, thence South 08 degrees 45  
minutes 28 seconds East 28.19 feet, thence South 19 degrees 12  
minutes 18 seconds West 22.78 feet, thence South 17 degrees 52  
minutes 19 seconds East 132.60 feet, thence South 30 degrees 47  
minutes 02 seconds East 33.02 feet, thence South 27 degrees 30  
minutes 15 seconds East 31.50 feet, thence South 12 degrees 15  
minutes 46 seconds East 76.48 feet, thence South 39 degrees 58  
minutes 37 seconds East 57.59 feet, to the approximate ordinary  
high water line of Lake Victoria, thence leaving said parallel  
line run Westerly along said approximate ordinary high water  
line of Lake Victoria as follows: North 64 degrees 13 minutes 20  
seconds West 45.74 feet, thence South 54 degrees 24 minutes 01  
seconds West 69.40 feet, thence South 87 degrees 18 minutes 17  
seconds West 87.35 feet, thence North 18 degrees 02 minutes 41  
seconds East 58.69 feet, thence North 87 degrees 58 minutes 48  
seconds West 64.95 feet, thence South 60 degrees 18 minutes 28  
seconds West 74.07 feet, thence North 78 degrees 50 minutes 06  
seconds West 82.79 feet, thence South 76 degrees 26 minutes 00  
seconds West 45.44 feet, thence South 30 degrees 09 minutes 36  
seconds West 132.10 feet, thence South 05 degrees 38 minutes 19  
seconds West 132.95 feet, thence North 35 degrees 58 minutes 35  
seconds West 54.75 feet, thence North 49 degrees 39 minutes 42  
seconds West 55.76 feet, thence South 70 degrees 11 minutes 54  
seconds West 28.02 feet thence South 45 degrees 15 minutes 34  
seconds West 89.49 feet, thence South 21 degrees 14 minutes 38  
seconds West 183.81 feet, thence South 65 degrees 34 minutes 27  
seconds West 163.59 feet, thence South 45 degrees 35 minutes 08  
seconds West 122.09 feet, thence South 18 degrees 06 minutes 25  
seconds East 288.88 feet, thence leaving said approximate  
ordinary high water line run South 86 degrees 01 minute 15  
seconds West 2442.97 feet, thence North 75 degrees 28 minutes 36  
seconds West 724.81 feet to the approximate 89 foot contour of  
Lake Jackson, thence Northerly along said approximate 89 foot  
contour as follows: North 32 degrees 58 minutes 28 seconds East  
88.76 feet, thence North 50 degrees 23 minutes 31 seconds East  
188.40 feet, thence North 11 degrees 06 minutes 48 seconds West  
176.17 feet, thence North 58 degrees 36 minutes 31 seconds East  
230.96 feet, thence North 24 degrees 14 minutes 33 seconds East  
190.30 feet, thence North 12 degrees 26 minutes 09 seconds West  
122.59 feet, thence North 23 degrees 57 minutes 22 seconds West  
148.78 feet, thence North 17 degrees 23 minutes 37 seconds East  
153.37 feet, thence North 15 degrees 58 minutes 19 seconds East  
118.38 feet, thence North 21 degrees 03 minutes 59 seconds West  
151.20 feet, thence North 09 degrees 17 minutes 12 seconds East  
126.12 feet, thence North 06 degrees 58 minutes 51 seconds East  
157.78 feet, thence North 15 degrees 14 minutes 34 seconds East  
127.45 feet, thence North 01 degree 08 minutes 42 seconds West  
126.71 feet, thence North 25 degrees 04 minutes 07 seconds East  
134.58 feet, thence North 23 degrees 13 minutes 58 seconds East  
178.24 feet, thence North 26 degrees 18 minutes 59 seconds East

File No: 32990

*First American Title Insurance Company* DR1594PG0533

Schedule A, Page 2

143.66 feet, thence North 24 degrees 02 minutes 52 seconds East  
146.42 feet, thence North 12 degrees 30 minutes 42 seconds East  
129.98 feet, thence North 05 degrees 39 minutes 03 seconds West  
147.62 feet, thence North 41 degrees 54 minutes 45 seconds East  
118.84 feet, thence North 24 degrees 47 minutes 14 seconds East  
108.82 feet, thence North 06 degrees 52 minutes 37 seconds East  
178.66 feet, thence North 10 degrees 46 minutes 01 second West  
169.05 feet, thence North 03 degrees 32 minutes 45 seconds West  
134.18 feet, thence North 10 degrees 05 minutes 54 seconds West  
30.89 feet, thence leaving said approximate 89 foot contour run  
East along the South boundary of property described on Official  
Records Book 1411, Page 2007, of the Public Records of Leon  
County, Florida, a distance of 910.75 feet to a concrete  
monument, thence North 04 degrees 48 minutes 39 seconds West  
along the East boundary of said property 486.28 feet to a  
concrete monument, thence North 01 degree 33 minutes 46 seconds  
East along the East boundary of said property and along the East  
boundary of property described in Official Records Book 1411,  
Page 2001, of the Public Records of Leon County, Florida, a  
distance of 852.89 feet to a concrete monument, thence North 00  
degrees 06 minutes 17 seconds East along the East boundary of  
property described in Official Records Book 996, Page 1379 and  
Official Records Book 984, Page 426, of the Public Records of  
Leon County, Florida, a distance of 989.11 feet to a concrete  
monument on the Southerly right-of-way boundary of Miller  
Landing Road (60 foot right-of-way), thence Easterly along said  
Southerly right-of-way boundary as follows: South 58 degrees 24  
minutes 08 seconds East 420.68 feet to a concrete monument,  
thence South 57 degrees 40 minutes 03 seconds East 329.39 feet  
to a concrete monument, thence South 59 degrees 24 minutes 10  
seconds East 333.54 feet to a concrete monument marking a point  
of curve to the left, thence along said right-of-way curve with  
a radius of 980.47 feet, through a central angle of 27 degrees  
52 minutes 49 seconds, for an arc distance of 477.10 feet to a  
concrete monument, thence South 87 degrees 16 minutes 59 seconds  
East 110.45 feet a concrete monument marking a point of curve to  
the left, thence along said right-of-way curve with a radius of  
1494.20 feet, through a central angle of 21 degrees 34 minutes  
13 seconds, for an arc distance of 562.53 feet to a concrete  
monument, thence North 71 degrees 08 minutes 48 seconds East  
105.08 feet to a concrete monument marking a point of curve to  
the left, thence along said right-of-way curve with a radius of  
867.97 feet, through a central angle of 18 degrees 19 minutes 19  
seconds, for an arc distance of 292.71 feet to a concrete  
monument, thence North 51 degrees 49 minutes 29 seconds East  
525.38 feet to a concrete monument marking a point of curve to  
the right, thence along said right-of-way curve with a radius of  
1159.80 feet, through a central angle of 44 degrees 53 minutes  
10 seconds, for an arc distance of 908.60 feet to a concrete  
monument, thence South 83 degrees 17 minutes 21 seconds East

File No: 32930

*First American Title Insurance Company* OR 1594 PG 0534

Schedule A, Page 2

126.78 feet to a concrete monument marking a point of curve to the right, thence along said right-of-way curve with a radius of 1455.71 feet, through a central angle of 17 degrees 36 minutes 00 seconds, for an arc distance of 447.16 feet to a concrete monument, thence South 65 degrees 41 minutes 21 seconds East 1288.01 feet to a concrete monument marking a point of curve to the left, thence along said right-of-way curve with a radius of 4126.75 feet, through a central angle of 03 degrees 34 minutes 45 seconds, for an arc distance of 257.79 feet to a concrete monument, thence South 69 degrees 16 minutes 06 seconds East 126.08 feet to a concrete monument marking a point of curve to the left, thence along said right-of-way curve with a radius of 1562.60 feet, through a central angle of 18 degrees 04 minutes 55 seconds, for an arc distance of 493.14 feet to a concrete monument, thence leaving said right-of-way boundary run South 07 degrees 47 minutes 40 seconds East 478.49 feet to a concrete monument, thence North 79 degrees 05 minutes 04 seconds East 183.06 feet to a concrete monument, thence North 05 degrees 30 minutes 33 seconds West 433.55 feet to a concrete monument on the Southerly right-of-way boundary of said Miller Landing Road, thence South 87 degrees 47 minutes 51 seconds East along said right-of-way boundary 130.87 feet to a concrete monument, thence South 89 degrees 45 minutes 51 seconds East along said right of way boundary 1.52 feet to a concrete monument on the West boundary of property described in Official Records Book 1062, Page 540 of the Public Records of Leon County, Florida, thence South 01 degree 50 minutes 15 seconds East along the West boundary of said property and along the West boundary of property described in Official Records Book 923, Page 441 and the West boundary of property described in Official Records Book 1062, Page 543 of the Public Records of Leon County, Florida, a distance of 1294.32 feet to a concrete monument marking the Southwest corner of said property described in Official Records Book 1062, Page 543, thence North 89 degrees 54 minutes 07 seconds East along the South boundary of said property 654.49 feet to a concrete monument on the West right-of-way boundary of said Meridian Road, thence South 00 degrees 14 minutes 45 seconds West along said right-of-way boundary and along a line 117.5 feet West of and parallel with the centerline of said Meridian Road a distance of 1172.76 feet to a concrete monument, thence South 00 degrees 22 minutes 32 seconds East along said right of way boundary and along said parallel line 755.78 feet to the POINT OF BEGINNING, containing 670.49 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A tract of land lying in Sections 25 and 36, Township 2 North, Range 1 West, Leon County, Florida, more particularly described as follows:

File No: 32930

*First American Title Insurance Company*

OR 1594 PG 0535

Schedule A, Page 2

Commence at a terra cotta monument marking the Southeast corner of said Section 36 and run South 89 degrees 54 minutes 31 seconds West 24.64 feet the centerline of Meridian Road (Station 100+75.06) as per Leon County Maintenance Map recorded in Road Plat Book 2, Page 96 of the Public Records of Leon County, Florida, thence North 00 degrees 05 minutes 15 seconds East along said centerline 675.74 feet to a Leon County rod and cap marking Station 107+50.80, thence North 00 degrees 43 minutes 15 seconds West along said centerline 1213.53 feet, thence South 88 degrees 02 minutes 34 seconds West along the North boundary of property described in Official Records Book 255, Page 149 of the Public Records of Leon County, Florida, a distance of 117.53 feet to a concrete monument on the Westerly right-of-way boundary of said Meridian Road, thence North 00 degrees 43 minutes 15 seconds West along said right-of-way boundary and along a line 117.50 feet West of and parallel with the centerline of said Meridian Road a distance of 47.21 feet to a concrete monument, thence North 00 degrees 22 minutes 32 seconds West along said right-of-way boundary and along said parallel line a distance of 172.27 feet to a concrete monument on the North boundary of property described in Official Records Book 1444, Page 5, of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 86 degrees 42 minutes 04 seconds West along said North boundary 688.12 feet to a concrete monument, thence North 72 degrees 53 minutes 41 seconds West along said North boundary 566.47 feet to a concrete monument, thence North 46 degrees 42 minutes 52 seconds West along said North boundary and along the South boundary of property described in Official Records Book 1444, Page 8, of the Public Records of Leon County, Florida a distance of 946.41 feet to a concrete monument, thence North 59 degrees 21 minutes 57 seconds West along said South boundary 247.76 feet to a concrete monument, thence North 55 degrees 36 minutes 20 seconds West along said South boundary 144.53 feet to a concrete monument, thence North 20 degrees 49 minutes 24 seconds West along said South boundary 189.44 feet to a concrete monument on the Northerly boundary of property described in Official Records Book 255, Page 149, of the Public Records of Leon County, Florida, thence South 89 degrees 25 minutes 30 seconds West along the Northerly boundary of said property 752.15 feet to a concrete monument, thence North 02 degrees 35 minutes 05 seconds East 206.51 feet to a concrete monument, thence North 27 degrees 30 minutes 39 seconds West 133.89 feet to a concrete monument, thence North 19 degrees 28 minutes 18 seconds West 161.31 feet to a concrete monument, thence North 09 degrees 14 minutes 24 seconds West 149.91 feet to a concrete monument, thence North 37 degrees 27 minutes 27 seconds East 107.45 feet to a concrete monument, thence North 69 degrees 28 minutes 27 seconds East 72.43 feet to a concrete monument, thence South 86 degrees 44 minutes 53 seconds East 120.09 feet to a concrete monument,

File No: 32930

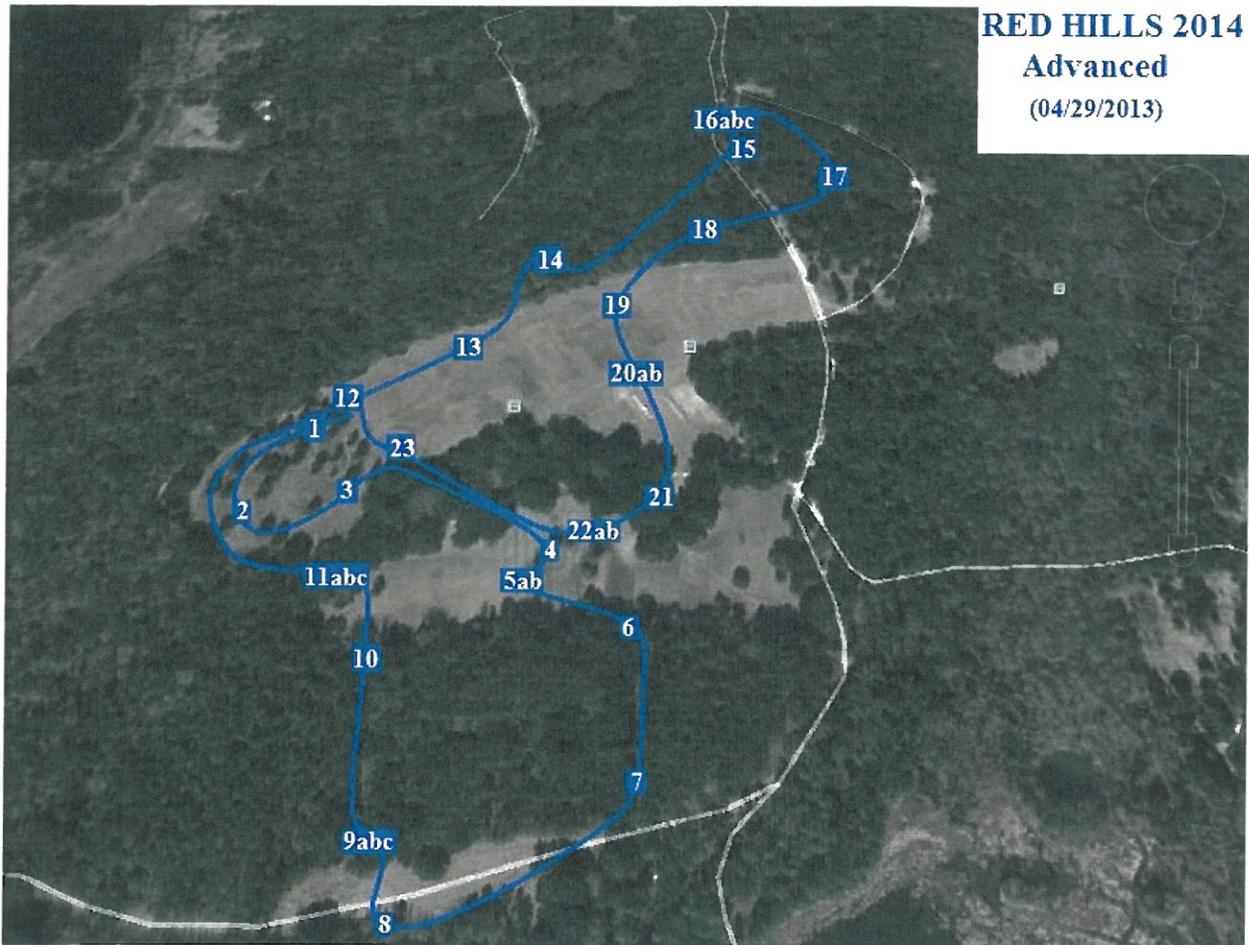
Schedule A, Page 2

OR: 1594 PG 0536

thence North 28 degrees 02 minutes 36 seconds East 117.79 feet to a concrete monument, thence North 08 degrees 52 minutes 39 seconds East 172.21 feet to a concrete monument, thence North 35 degrees 26 minutes 34 seconds West 278.16 feet to a concrete monument, thence North 44 degrees 40 minutes 22 seconds East 362.95 feet to a concrete monument, thence North 26 degrees 55 minutes 26 seconds East 303.00 feet to a concrete monument, thence North 77 degrees 49 minutes 33 seconds East 122.43 feet to a concrete monument, thence South 70 degrees 59 minutes 51 seconds East 83.72 feet to a concrete monument, thence North 23 degrees 44 minutes 32 seconds East 133.12 feet to a concrete monument, thence North 15 degrees 07 minutes 12 seconds East 119.80 feet to a concrete monument, thence North 16 degrees 30 minutes 44 seconds East 427.28 feet to a concrete monument on the Southerly right of way boundary of Miller Landing Road (60 foot right of way), thence South 65 degrees 41 minutes 21 seconds East along said right of way boundary 386.52 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 4126.75 feet through a central angle of 03 degrees 34 minutes 45 seconds for an arc distance of 257.79 feet to a concrete monument, thence South 69 degrees 16 minutes 06 seconds East along said right of way boundary 126.08 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 1562.60 feet through a central angle of 18 degrees 04 minutes 55 seconds for an arc distance of 493.14 feet to a concrete monument, thence leaving said right of way boundary run South 07 degrees 47 minutes 40 seconds East 478.49 feet to a concrete monument, thence North 79 degrees 05 minutes 04 seconds East 183.06 feet to a concrete monument, thence North 05 degrees 30 minutes 33 seconds West 433.55 feet to a concrete monument on the Southerly right of way boundary of said Miller Landing Road, thence South 87 degrees 47 minutes 51 seconds East along said right of way boundary 138.87 feet to a concrete monument, thence South 89 degrees 45 minutes 51 seconds East along said right of way boundary 1.52 feet to a concrete monument on the West boundary of property described in Official Records Book 1062, Page 540, of the Public Records of Leon County, Florida, thence South 01 degree 50 minutes 15 seconds East along the West boundary of said property and along the West boundary of property described in Official Records Book 923, Page 441 and the West boundary of property described in Official Records Book 1062, Page 543, of the Public Records of Leon County, Florida, a distance of 1294.32 feet to a concrete monument marking the Southwest corner of said property described in Official Records Book 1062, Page 543, thence North 89 degrees 54 minutes 07 seconds East along the South boundary of said property 654.49 feet to a concrete monument on said West right of way boundary of Meridian Road, thence Southerly along said right of way boundary and along a

line 117.50 feet West of and parallel with the centerline of said Meridian Road as follows: South 00 degrees 14 minutes 45 seconds West 1172.76 feet to a concrete monument, thence South 00 degrees 22 minutes 32 seconds East 755.78 feet to the POINT OF BEGINNING, containing 161.88 acres, more or less.

EXHIBIT "B"  
(THE CROSS-COUNTRY COURSE)



- |                       |                       |                           |                          |                    |
|-----------------------|-----------------------|---------------------------|--------------------------|--------------------|
| 1. Tree Trunk         | 5. Open Oxer          | 11ABC. Stairway to Heaven | 16ABC. Huck Finn's Folly | 21. London Bench   |
| 2. Red Hills Frame    | 6. Down The Lane      | 12. Picnic Table          | 17. Woodland Walk Trunk  | 22AB. Cottages     |
| 3. Between the Hedges | 7. Tyson's Turnaround | 13. Triple Brush          | 18. Goliath Gap          | 23. Owl About That |
| 4. Cordwood Pile      | 8. Dairy Mounds       | 14. Lazy Days Hammock     | 19. Chicken Barns        |                    |
| 5AB. Arena            | 9ABC. Dairy Mounds    | 15. Road Crossing         | 20AB. Skippers Pool      |                    |
|                       | 10. Park Gate         |                           |                          |                    |

**Red Hills Improvements for Cross-Country Course Relocation 2014**

Brief descriptions of permanent infrastructure planned:

Firstly and most importantly RHHT will be grading, seeding and maintaining some 4,500ft of new track throughout the District Property. These tracks will range from 15ft wide to 40ft wide in some places and will intermittently be trimmed out in native plant species to encourage foot traffic to enjoy the lanes throughout the year and to encourage the use by wildlife with special emphasis on The Golden Banded Skipper butterfly.

### **Topographic Changes and Permanent Improvements:**

There will be some earth moving in a 50ft diameter, circular area on the south edge of the south stand of pine trees. Marked on the map as 9ABC, “Dairy Mounds”. This will consist of no structures, no retaining walls, just topographical enhancement.

A new set of steps will be installed going into the west end of The Oak Hammock, “Stairway to Heaven”, marked as 11ABC on the map. This will consist of two vertical walls of 40ft wide and 3’5” high, to make an overall height of approx. 7ft, they will vary from 9ft apart to 19ft apart. These will be immovable objects made from pressure treated lumber that will likely be faced with a faux stone.

The “Lazy Days Hammock”, 14 on the map, is a simple wooden construction that will sit between two large Live Oaks on the north side of the main field. There is not much to describe about this construction other than it is an immovable object of 4ft high, 10ft wide and with a seating depth of 5ft – a good queen-sized hammock for all to enjoy.

The main water jump is sited in what is an obvious spot to the east side of the road coming in Gate B, “Huck Finns Folly” at 16ABC on the map. This 130ft diameter pool will be constructed with a water retaining liner that will have a drainage system in it to allow for the pool to be completely dry for 11 months of the year. The base will be rolled lime rock with a slight topsoil mix that will encourage grass and weed growth throughout the year. This will help stabilize the ground for equestrian use whilst helping it to remain inconspicuous outside of the Red Hills Horse Trials Annual Use Period.

A simple ditch and wall complex will be sited in an existing drainage swale within the north stand of pines, “Goliath Gap” at number 18 on the map. This basically consists of two 3ft high vertical wooden walls, each 25ft long. They will be offset from one and other so as to create a variety of jumping options and routes available to us when complete and so therefore the overall width of the ‘complex’ will be 43ft. This is an example of where a wider galloping lane leading up to and leaving the obstacle is required.

A Dew Pool in the middle of the open field, “Skippers Pool” at 20AB, has a similar job description as the Main water jump. There will be no retaining walls, just some initial ground disturbance while we install a 70ft diameter Butile liner, covering it with a lime rock/top soil mix as at “Huck Finns Folly”, and create small inconspicuous mounds to create interesting topography for the siting of portable jumps to be placed immediately before the trials. This jump will also have a permanent drain so that it will remain empty of rain water throughout the year. The idea behind this obstacle is to create a center piece for the event that offers an educational dimension in that there will be giant carved Golden Banded Skipper butterflies placed in and around the water jump.

EXHIBIT "C"  
(THE USE CONDITIONS)

1. RHHT shall be responsible for the restoration of District property to its original condition and to the satisfaction of the District. This shall include, but not be limited to, removal and disposal of all trash, debris and garbage, road repair, revegetation, repair of erosion problems resulting from the Event and other remediation that shall be considered necessary by the District.
2. Upon completion of each annual Event, RHHT shall remove all equipment and temporary structures used for the event including, but not limited to, sanitary facilities, arenas, trailers, tents, concessions, vendor facilities and all other items associated or used during the Event by any person and will repair or replace existing signage on the District property that informs Park users of hazards and possible safety issues if such signage is not in substantially the same condition as prior to the Event. All equipment and temporary structures used for the Event must be removed from District property no later than 20 working days after the Event, unless such time period is extended. If RHHT has failed to remove all equipment and temporary structures used for the Event during such time period, then the District may seize, impound and remove all equipment and temporary structures at its own expense and seek reimbursement from RHHT for all costs associated with such seizure, impounding and removal.
3. RHHT shall provide for the offsite removal and proper disposal of human and animal waste during the event. Special care shall be taken to ensure that no runoff or discharge of waste material occurs to any waterbody.
4. In the event of any spill, dumping, discharge or other release of pollutants on District property during the Event, RHHT shall be responsible for all necessary clean-up, disposal and other required remedial action consistent with local, state and federal environmental regulations.
5. RHHT shall comply with applicable local and state regulations during the Event.
6. RHHT shall be solely responsible for providing adequate fire/rescue, ambulance, law enforcement and other emergency services to protect all participants and any other person associated with or attending the Event. The District shall have no responsibility or obligation to advise, inspect or provide such emergency services.
7. RHHT shall provide or cause to be provided insurance coverage throughout the initial Cross-Country Course construction period, and thereafter each year for the duration of the Annual Use Period and shall provide coverage for all types of personal injury and property damage for all participants, volunteers, vendors, concessionaires, as well as all other persons attending the Event. RHHT shall provide insurance coverage in an amount not less than \$1,000,000. Copies of the certificate of insurance shall be provided to the District at least 30 days prior to any activity associated with the Event and shall list the District as an insured party.

8. RHHT shall provide for normal public uses and access to the property during the Event in areas that are not designated by RHHT as requiring restricted access to conduct the event.
9. RHHT will not refuse or in any way hinder any member of the public who chooses not to make a donation to RHHT's event. RHHT agrees that that no fees, assessment or charge or other form of consideration will be a condition for use by the public of the District Property.
10. No permanent structures shall be placed on the District Property for the Event, with the exception of drainage improvements and those permanent improvements otherwise expressly authorized by the District.
11. The sale of alcoholic beverages on District land is prohibited, but RHHT shall be permitted to provide and serve alcoholic beverages in areas designated by RHHT.
12. All sites to be utilized for event activities not previously approved shall be submitted for review and consideration by the District at least 14-days prior to any activity associated with the event.
13. The District shall not be responsible for any claims or damages that may result from either interruption, partial or early termination or complete cancellation of the Event.
14. The District grants the authority to RHHT herein in reliance on the oral and written representations made to the District by RHHT that, among other matters, the soil and vegetation on the property can withstand and are appropriate for the type of use proposed to occur in particular areas of the property, such as parking areas, stabling areas, arena areas and the designated routes for driving and for access to and from the District Property to the adjacent private property that RHHT uses to store temporary Event jumps and materials, as designated on the site map presented to the District, attached hereto. The District also grants this authority in reliance on the representations that the vegetation and revegetation of areas prone to erosion will prevent any additional erosion of the areas as a result of this event and that, indeed, the vegetation and revegetation of such areas will survive the Event and continue to prevent or prohibit erosion. As a result of the careful studies performed by RHHT to determine the appropriate uses for particular areas of District land and its assurances as a result of those studies and its commitment to the preservation and enhancement of the property for the purposes for which it was purchased, the District grants these rights. RHHT shall at all times use the property in a manner consistent with the representations to the District regarding the minimal impact to the property of the proposed event and the restoration of the property after the Event.
15. RHHT shall undertake measures to protect listed plant and animal species from Event activities that occur on or adjacent to the event footprint. Special protection measures shall be implemented for gopher tortoises and their burrows. Minimum protection measures required at identified and documented gopher tortoise burrows for the RHHT Event include, but are not limited to, the following:

- A) Before event activities begin, District representatives and RHHT shall visit all gopher tortoise burrows on and adjacent to the event footprint to discuss and recommend protection measures. If not already protected by rail fencing, all unfenced burrows and their associated tunnel systems shall be protected by a temporary rope or safety fence of the following circular or rectangular configuration. All dimensions are measured from the burrow opening:
- a) A circle of five (5) meters radius (approximately 16.25 feet).
  - b) A minimal rectangle extending three (3) meters or 10 feet in front and on both sides of the burrow opening and four (4) meters or 13 feet behind the burrow opening. The rectangle should be positioned parallel with the tunnel axis, i.e. 3 meters in front and 4 meters behind the burrow opening.

**Note:** These dimensions provide a protection rectangle of approximately 23 feet by 20 feet

These circular or rectangular protection dimensions may be waived by the District, subject to an onsite inspection of the burrow or burrows in question and District approval of alternative protection measures as agreed to by RHHT. Notwithstanding the above, RHHT shall at all times provide adequate protection of the gopher tortoises and burrows during the event period.

- B) All burrow openings shall remain uncovered (open) unless a burrow opening/tunnel is subject to potential adverse impacts because its location interferes, impedes, prevents or conflicts with the movement of heavy equipment or vehicles or the placement or construction of event structures and buildings, including but not limited to, dressage and stadium jumping arenas, temporary horse stables, trailers of all types, exhibit booths, concessionaire stands, sanitary facilities and portable toilet booths, etc. In the event a gopher tortoise burrow meets the criteria stated above, the following protection measures shall be implemented: The burrow opening shall be temporarily covered with a minimum 4 x 8 sheet of plywood prior to pre-event activities, especially when a burrow has the potential to interfere, impede, prevent or conflict with the movement of heavy equipment or vehicles or the placement or construction of event structures and buildings.
- C) Mowing operations, especially those utilizing farm tractors/mowers and heavy equipment traffic shall be prohibited from the entrance of all burrow locations per the dimensions listed under A) above to prevent the possible collapse of burrow tunnels.
- D) In addition, RHHT shall not allow or cause to be allowed any diseased gopher tortoise or tortoises from being introduced onto the property for any reason whatsoever by any exhibitors. Any gopher tortoise(s) that may be brought onto the property by exhibitors for exhibition or demonstration purposes must first be tested for Upper Respiratory Tract Disease (URTD) before the event and RHHT must provide documented proof from a licensed Veterinarian or facility who is qualified to conduct URTD testing. The District shall seize and remove any diseased gopher tortoise from the property at its discretion.

16. The felling, pruning or trimming of any tree(s) located in and adjacent to the event footprint is prohibited by RHHT unless prior approval is obtained from a District representative. A District representative shall be notified by RHHT of any dead or dying tree(s) that may pose a public safety hazard. Removal of such dead or dying tree(s) must be approved by the District in advance and removal operations must be conducted by a licensed tree surgeon.
17. While in use by RHHT, access gates to the property shall be closed at all times by RHHT except as set forth hereinafter. Access gates may remain open one week prior and one week after the event to accommodate deliveries, etc.
18. District representatives shall be issued appropriate entry and parking passes during all phases of the event (a list of names or the expected number of representatives can be provided upon request). Under no circumstances shall a District representative be prohibited from entering onto any District property, especially the Event footprint, to inspect and verify compliance with these conditions or to perform any other reasonable and necessary land management activity required by the landowner.
19. Full compliance with all terms and conditions is a condition precedent to the use of the District Property for the Red Hills Horse Trials Event.