# AMENDED AND RESTATED PARTNERSHIP AGREEMENT BETWEEN CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

May 4, 2009

**AMENDED AND RESTATED PARTNERSHIP AGREEMENT BETWEEN CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**

**TABLE OF CONTENTS**


**RECITALS** ..... 1

**ARTICLE I**
*Transition Plan for Management and Operation of the Leslie Science and Nature Center* ..... 3

**ARTICLE II**
*Term, Periodic Review and Renewal of Agreement* ..... 4

**ARTICLE III**
*Property Management and Operation and Use of Tangibles, Fixtures and Improvements* ..... 5

**ARTICLE IV**
*Use of Other City Real Property by Organization* ..... 10

**ARTICLE V**
*Fiscal Obligations of City and Organization* ..... 11

**ARTICLE VI**
*Organization's Mission; Organization's and City's Program Obligations; Scholarships for Ann Arbor Residents; Organization's Sponsorship and Naming* ..... 14

**ARTICLE VII**
*Maintenance, Repairs and Replacements and Other Obligations of City and Organization* ..... 17

**ARTICLE VIII**
*Utilities* ..... 26

**ARTICLE IX**
*Staffing* ..... 27

**ARTICLE X**
*Other Partnership Opportunities* ..... 27

**ARTICLE XI**
*Organization's Reporting, Fiscal Responsibility and Other Requirements*

**ARTICLE XIII**
*Insurance and Liability Releases* ..... 29

**ARTICLE XIV**
*Right to Terminate* ..... 33

**ARTICLE XV**
*Mutual Indemnification and Releases from Liability* ..... 33

**ARTICLE XVI**
*General Conditions* ..... 34

**EXHIBIT A**
*Leslie Properties*

**EXHIBIT B**
*City Tangible Property Fixtures and Improvements and Maintenance, Repair, Renewal, Replacement Schedule*

*Tangible Property Inventory*

*Fixtures and Improvements and Maintenance, Repair, Renewal, Replacement Schedule*

*Roles and Responsibilities for Assets and Activities Management at Leslie Science & Nature Center*

**EXHIBIT C**
*Site Improvements and Landscaping Plan*

**EXHIBIT D**
*LSNC Maintenance and Capital Improvement Planning Process*

**EXHIBIT E**
*Environment and Natural Science Education Plan*

**EXHIBIT F**
*City Parks and Recreation Scholarship Program*

**EXHIBIT G**
*LSNC Sponsorship and Naming Policy*

**EXHIBIT H**
*Signage, Plaques and Display Specifications*

## AMENDED AND RESTATED PARTNERSHIP AGREEMENT BETWEEN CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

### RECITALS

Pursuant to Article XVI, Paragraph F of the Partnership Agreement between the City of Ann Arbor and the Leslie Science and Nature Center, which was duly adopted by both parties on June 27, 2007 (hereafter "the 2007 Partnership Agreement") and was effective on July 1, 2007, that Partnership Agreement is amended and restated in its entirety.

1. Dr. Eugene and Mrs. Emily Leslie both died in 1976. Prior to their deaths, the Leslies donated their Ann Arbor homestead and adjacent real property ("Leslie Properties") to the City of Ann Arbor ("the City"). Dr. Leslie's Will bequeathed the remainder of his estate to a trust ("Leslie Trust"), stating that the assets were to be used "to maintain and improve the residence, buildings, and land heretofore deeded to the City of Ann Arbor, but not including land devoted to the Leslie Golf Course. It is my wish that said land be used for a children's park."

2. Until July 1, 2007, the City operated a science and nature facility commonly known as "the Leslie Science Center" ("LSC") which provided science and nature programs for individuals and families, with a focus on programs for children and young people, at the Leslie Properties. LSC programs made regular and extensive use

4. The City and the Organization share a commitment to bringing quality science and nature education programs to youth, families and other individuals, and believe that a "partnership" between them will enhance the scope and quality of such programming that can be provided to the youth, families and other residents of Ann Arbor and surrounding areas of southeastern Michigan. Such a partnership came into effect as of July 1, 2007. On that date, program development and operations, staffing for programs, and certain other responsibilities were transferred to the Organization, while the City provided the land and buildings needed to carry out programming, and certain other City services and resources. The land remains open as a park to the public, as it was under City operation of the LSC. Under the management and operation of the Organization, the grounds, facilities and programs that had been commonly known as the Leslie Science Center became known as the "Leslie Science and Nature Center." Hereafter in this Agreement the programs of the LSC and the Leslie Properties grounds and facilities now used for the purposes of the LSC, when under the supervision and control of the Organization, are referred to as the Leslie Science and Nature Center or LSNC.

5. In the 2007 Partnership Agreement, the City and the Organization expressed their commitment to creating a successful partnership that would extend well beyond the ten year term of that Partnership Agreement. Recognizing the success of the first year of their Partnership, the City and the Organization have determined it is in their mutual interest to extend the term of the Partnership Agreement to twenty years. This extension will facilitate long term financial and programmatic planning and the Organization's growth toward a self-sustaining partner of the City. Further, the extension will enhance the Organization's ability to fulfill its mission and the legacy of Dr. and Mrs. Leslie for the benefit of the Ann Arbor and surrounding communities.

6. For the reasons stated above, the City and Organization, now and into the future, remain committed to the community and each other in achieving a lasting Partnership.

**THEREFORE**, in consideration of the mutual promises and agreements contained herein, the City and the Organization agree as follows:

## ARTICLE I

### Continued Transition Plan for Management and Operation of the Leslie Science and Nature Center

The general purpose of this Amended and Restated Partnership Agreement (also "Partnership Agreement" or "Agreement") is to address future governance, management, operations, maintenance, capital and financial obligations of the Organization and the City with respect to the Leslie Science and Nature Center. The Partnership Agreement includes certain provisions that are specific to the transition to the Organization of certain financial and staffing obligations for the Leslie Science and Nature Center. Some of the salient provisions of the transition plan are the following:

A. Transition Period. The Transition Period shall be the three (3) year period which commenced on July 1, 2007 and will end on June 30, 2010.

B. Annual Review of Agreement During Transition Period. The parties acknowledge that the experience they will gain during the Transition Period may suggest that changes to certain provisions of the Agreement are necessary or desirable to effectuate the purposes of the Agreement and to do so in an economically feasible manner. Therefore, the parties agree that the Organization's designee and the City's designee will jointly review the provisions of the Agreement annually (or, at the request of one of the parties, more frequently) during the Transition Period. If one or both of the parties determines that modifications to the Agreement are necessary or appropriate, the parties shall follow the modification procedure set forth in Article II, Section B, 2.

C. Staffing. In accordance with Resolution R-80-3-07 of the Ann Arbor City Council dated March 5, 2007, the transfer of City staff and the engagement of additional staff by the Organization was completed. The City has no further obligation to provide or assign City employees to the LSNC or to assist the Organization in satisfying its staffing obligations under the terms of this Agreement.

D. Financial Commitment. The transition plan provides for financial commitments by the City to assist with operational expenses for the period July 1, 2007 through June 30, 2009 as specified by Resolution R-80-3-7 and appropriated as part of the approved Ann Arbor FY 07-09 Financial Plan and the approved FY 08

Agreement subject to the conditions set forth in this Agreement and its Exhibits;

[redacted]

## EXHIBIT B

## CITY TANGIBLE PROPERTY FIXTURES AND IMPROVEMENTS AND MAINTENANCE REPAIR RENEWAL REPLACEMENT SCHEDULE

The attached chart and the balance of this Exhibit B comprise shows the current inventory of City owned tangible personal property, fixtures and improvements as referenced in this Agreement and the specific roles and responsibilities of the City and Organization for maintenance, repair, renewal and/or replacement as provided for in the Agreement as of July 1, 2007. The most current version of this document, developed as provided for in the Maintenance and Capital Improvement Planning Process in Exhibit D, will replace this first version when it is completed.

renegotiation and modification, the parties shall continue to try to reach agreement pursuant to the dispute resolution provisions of Article XII.

3. Modifications Agreed to By Parties. Any modification must be approved by the Organization and the City Administrator, or designee and must be reduced to a writing that is signed by the authorized representatives of the parties. Any modification which substantially alters the responsibilities of the parties under this Agreement is subject to approval of City Council and the Board of Directors of the Organization.

4. Provisions Outside Scope of this Article. Notwithstanding the foregoing paragraphs of this Article II, the following provisions of the Agreement shall not be subject to the mandatory review and renegotiation rights provided in Section B of this Article II, Article III, Article IV and Article V, which provisions are necessary conditions to the Organization's willingness and ability to assume its obligations under this Agreement.

C. Renewal. This Agreement may be renewed by mutual agreement of the parties for a term and under terms and conditions to be negotiated and approved by the respective governing bodies of the City and the Organization. At this time the parties intend that the "partnership" between them will be a long term relationship that will evolve over time and extend beyond the term of this Agreement.

## ARTICLE III

### Pro ert Mana ement and O eration and Use of Tan ibles Fixtures and Im rovements

A. Mana ement and O eration of Area A b Or anization. In consideration of the terms and conditions of this Agreement, the City hereby grants to the Organization operational control over the portion of the Leslie Properties that is described as Area A in Exhibit A hereto (hereafter "Area A") for the Term of the Agreement and for the purposes stated herein.

1. Existin Resident Tenants. The Organization's control of Area A is subject to existing leases or use agreements, whether written or oral, between the City and Natural Area Preservation ("NAP") of the City Public Services Area and Project Grow, a nonprofit organization (the terms of the respective contracts are incorporated here by reference). Effective July 1, 2007, the Organization was authorized to administer any such existing lease or use agreement and to collect and retain the rents therefrom. The Organization shall report annually, commencing July 1, 2008 and each July 1 thereafter for the remainder of the term of the Agreement, or such

raised, complaints received, and rents collected or remaining outstanding, in connection with the Organization's administration of the leases or use agreements. The Organization shall promptly notify the City Community Services Area Administrator of any claim of loss or damage to person or property in connection with, made to or received as administrator of, the leases or use agreements and agrees to fully cooperate in investigation or any other aspect of such claim.

service area or unit Lessees, to indemnify the City for any penalties, damages or other changes imposed for any violations of law due to the actions or neglect of the Lessee or persons acting under or through the Lessee; that the Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Lessee, its employees, agents, invitees and guests occurring in during the lease period.

d Lessee shall obtain liability insurance that lists the City of Ann Arbor as an insured party in amounts and of type satisfactory to the City Attorney to cover its use and occupation of the premises. The requirement to obtain liability insurance listing the City of Ann Arbor as an insured party shall not apply to the lease of the premises by any City service area or unit, including but not limited to NAP.

4. Caretaker Residence. The Organization's control of Area A is also subject to an existing lease agreement between the City and the current resident of the Caretaker Residence situated in Area A. Effective January 1, 2008, the Organization was authorized to administer that lease for the remainder of its term. Effective at the termination of that lease, and thereafter, the Organization may lease the Caretaker Residence situated in Area A to one or more individuals who shall be responsible for certain oversight and upkeep of Area A. The lease shall be on such terms and conditions as are determined by the Organization. It is provided, however, that the lease shall prohibit the tenant from subletting his or her tenancy in the Caretaker Residence or performing or having performed any interior or exterior repairs or renovations to the residence without the express written permission of the City. Interior cosmetic changes (such as interior wall painting) may be approved by the Organization's Executive Director. The City shall have the obligations to maintain and repair the Caretaker's Residence that are set forth in Sections B, 1 through 3 of Article VII, and also the obligation to maintain and repair the residence as needed to comply with any applicable laws governing residential rental property. Under no circumstances shall the Caretaker be authorized to install on or around Area A any equipment, appliances or furnishing (such as waterbeds, floor safes or other heavy objects) that could cause an unsafe condition on or around the Caretaker Residence or structural damage to the Caretaker Residence, excluding dish systems, antenna or towers which may be installed subject to written approval by the Community Services Area Administrator; permit any flammable liquids or explosive to be kept on or around the Caretaker Residence; accumulate refuse on or around the Caretaker Residence that might pose a health hazard to the

the Caretaker Residence that would result in an increase in fire insurance premiums for the City for the Caretaker Residence or Area A. The terms and conditions of any lease entered into under this provision shall be consistent with the policies of the City Parks and Recreation Services Unit then in effect, and of which the Organization has been given written notice, for the rental to or use of its facilities by third parties. The form of any lease to be entered into under this provision shall be pre-approved by the City and shall include as part of the rental terms that Caretaker agrees to conform with all government regulations affecting the premises, the prohibitions set forth above in Section A, 4 of this Article III; and shall indemnify the City for any penalties, damages, or other charges imposed

g y g g , p

y g p y p

termination of this Agreement in good condition, ordinary wear and tear excepted. The Organization agrees to report the loss of any tangible property, whether by theft or other circumstance, to the City as soon as practicable and to cooperate with any investigation or claim that the City may conduct in connection with the loss. The Organization agrees to periodically review Exhibit B and shall indemnify the City for any damage (ordinary wear and tear excepted) to or loss of the tangible property which is to be returned to the City at termination of this Agreement.

C. Organization's Right To Enter Into Rental/Use Agreements For Private Events And To Sell Mission Related Merchandise. The Organization shall have the right to enter into use and rental agreements for portions of Area A for private events and to use Area A to sell merchandise related to the Organization's mission, as determined by the Organization, including, by way of illustration and not limitation, T-shirts with the LSNC logo, books, CDs and educational toys; provided that such activities shall be consistent with Chapter 39 of the City Code regarding the use of City Parks. The Organization shall retain all revenues obtained from such use and rental agreements and sales. It is provided, however, that nothing in this provision shall be construed as granting the Organization the right to license the use or to use the City or Parks logo for any purpose without the express written permission of the City. The terms and conditions of any rental or use agreement shall be consistent with the policies of the City Parks and Recreation Services Unit then in effect, and of which the Organization has been given written notice, for the rental to or use of its facilities by third parties. The form of any rental/use agreement to be entered into under this provision shall be pre-approved by the City and shall include as part of the rental terms that renter agrees to conform with all government regulations affecting the premises; that the renter shall indemnify the City for any penalties, damages, or other charges imposed for any violations of law due to the actions or the neglect of the renter or persons acting under or through the renter; that renter shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the renter, its employees, agents, invitees and guests occurring during the rental period.

D. Cit Access to Area A. City representatives shall have reasonable and appropriate access to Area A to fulfill the City's obligations under this Agreement and to fulfill its responsibility to steward the lands and facilities donated to the City by Dr. and Mrs. Leslie.

E. City Right To Use Area A For Conferences, Meetings and Social Events. The

LSNC. The City service area/unit, board or commission making use of Area A shall pay the Organization for the use of Area A according to the City policy and practice then in effect for the use of City facilities by City service areas, boards or commissions. Notwithstanding the foregoing, if the City Parks and Recreation Service Unit uses Area A, the policy and practice to be applied shall be that of the City Parks and Recreation Service Unit for use of the facilities of that Service Unit by another entity of that Service Unit, with the Organization being treated, for

which gardens are part of a City-wide arrangement for use of public land by Project Grow subject to any contractual conditions entered into between the City and Project Grow regarding this community garden. It is agreed by the parties that the public shall have access to the designated location for gardening purposes daily from 6:00 am to 10:00 pm ET or such other times as may be from time to time established by City Council subject to the provisions of Chapter 39 of the Ann Arbor City Code for use of City parks.

The City shall maintain all paths, trails and walkways in accordance with established City work schedules in Area B, Black Pond Woods Park and adjacent parks and make ordinary repairs thereto, including any filling in of worn out and washed out areas. There shall be no cost charged to the Organization for any service described in this paragraph.

B. Use Of Other City Parks. The Organization may use other City parks, including by way of illustration and not limitation, Furstenburg Park and Gallup Park, for its off-site programs, activities and events. There shall be no charge by the City to the Organization for use of these parks; however, any additional costs incurred by the Organization or the City in connection with the use of these parks (such as porta-toilets) shall be the responsibility of the Organization. Use of other City parks, including those used for illustration, by the Organization shall be arranged through the City Parks and Recreation staff at such times as those parks are available and as are not in conflict with City-sponsored activities, programs and events.

## ARTICLE V

### Fiscal Obli ations of Cit and Or anization

A. Leslie Trust Distributions. The City agrees that all distributions of income and principal made by the Trustee of the Leslie Trust shall be paid over when received and subject to the terms of the Trust and the particular distribution, if any, to the Organization, to be used by the Organization to maintain and improve Area A in accordance with this Agreement, effective July 1, 2007. It is acknowledged by the parties, that effective December 8, 2008, and continuing thereafter the City has conditionally authorized direct distribution payments to the Organization by the Trustee. Continuance of said authorization to the Trustee is and remains during the term of this Agreement on the Organization's full compliance with all terms and obligations set forth in the Agreement.

B. Milla Fundin /Cit Ca ital and Im rovement Plans. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of park millage funds and the conditions set forth in this subparagraph, the City shall expend the millage funds for Area A as detailed in Exhibit C, Site Improvements and Landscaping Plan. The City agrees to continue to include Area A in any Service Area review

of City-owned property for development, rehabilitation or restoration projects in connection with the City's existing or future Capital Improvement Plans, Maintenance Plans, General Improvement Plans and Park and Recreation Millage Plans. City staff will involve LSNC staff in discussions, development and planning for these plans for both maintenance and capital improvements for Area A following the process outlined in Exhibit D, LSNC Maintenance and Capital Improvement Planning Process, with Exhibit C, Site Improvements and Landscaping Plan serving as the Document of record for such plans.

It is acknowledged that the intent of the Organization is to raise funds during the term of this Agreement for, among other purposes, assistance with the renovation and maintenance of facilities and grounds of Area A. Restrictions on such activities in connection with capital improvements made by the Organization are outlined in Article VII below.

C. City General Fund Commitment

[redacted]

Additional City gations. The City has the additional fiscal obligations and the limitations thereon are set forth in Article VII.

Cooperation and Support In Grant Applications and Other Funding Efforts. The City shall provide reasonable, necessary cooperation and support to the Organization in its efforts to obtain grants and other funding for programming and

2. Requirements Applicable to All Names.

With any naming, the proposed name will not:

- Compromise the mission of LSNC's natural science education and environmental stewardship programs.
- Create significant actual or perceived damage to LSNC's mission, public image or reputation.

staffing during the term of this Agreement to the extent the grant or funding opportunity does not conflict with existing or future City funding opportunities or grant applications. Likewise, the Organization shall provide reasonable, necessary cooperation and support to the City in its efforts to obtain grants and other funding for site and facility improvements during the term of this Agreement to the extent the grant or funding opportunity does not conflict with existing or future Organization funding opportunities or grant applications. The City shall consider Area A, inclusive of facilities operated and/or managed by LSNC for capital improvement grants in collaboration with the LSNC, consistent with the provisions of this Article V. Cooperation and support shall include, at a minimum, providing letters of support for the respective party's grant applications and in the case of City support of the Organization's grant application or funding opportunity providing documentation as needed evidencing City financial and in-kind support that may serve as matching funds required for grant applications.

F. LSNC Program Revenue. Effective July 1, 2007, the City shall provide information to the Organization about and reimburse to the Organization all fees, rentals and other income that are inadvertently submitted to the City in payment for LSNC programs, events, and the like, within forty-five (45) days whenever possible but in no event longer than sixty (60) days of receipt of such payments. Notwithstanding the above the City shall not be required to make the Organization whole for any payment by check, note or other negotiable instrument later determined to be insufficient and it shall be the Organization's responsibility to pursue whatever legal remedies it may have for nonpayment. City agrees to fully cooperate with such efforts.

G. LSNC Fiscal Responsibility Obligations. It is acknowledged that the intent of the Organization is to raise funds during the term of this Agreement for, among other purposes, assistance with the renovation and maintenance of facilities and grounds of Area A. The "Threshold Date" shall be the date on which the Organization's aggregate "Unrestricted Donations" received on or after November 1, 2007 (the first day of the Organization's first fiscal year under the Partnership Agreement) reach $500,000. Unrestricted Donations are those which the donors have not designated for or limited to a specific purpose, program or facility and which therefore are available to the Organization for general operational support. The Unrestricted Donation component of a payment for which the donor received a benefit in exchange for the payment, such as a meal, entertainment or gift certificate, shall be the portion of the payment that is net of the cost to the Organization of the benefit provided by the Organization to the donor. For example, if a donor pays $100 for a ticket to a fundraising event, and the Organization incurs costs of $40 per donor to provide food and entertainment, the portion of the ticket price that is an Unrestricted Donation is $60. After the Threshold Date the Organization shall be required to contribute to the cost of maintaining Area A (hereafter "Maintenance Cost Sharing") in the manner described in this Section G. The Organization will make every effort to actively solicit Unrestricted Donations.

deductions, and all premiums or payments made for workmen's compensation coverage, unemployment benefits or any other payments required by law.

J. Controlling Law. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

K. Headings. The captions and paragraph headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any paragraph.

L. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

M. Multi le Ori inals and Co ies. This Agreement may be executed in multiples, each of which shall be deemed an original. Copies (whether facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

N. Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be delivered in person, by facsimile, mailed (postage prepaid

*and City Representation* .....27

**ARTICLE XII**
*Dispute Resolution* 29

P. Entire Agreement. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**SIGNATURES:**

IN WITNESS THEREOF, the parties have executed this as of June 22, 2009.

FOR LESLIE SCIENCE AND NATURE CENTER (Organization)
By: _____
Its: Chairperson
LSNC Board of Directors

FOR CITY OF ANN ARBOR (City)
By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

APPROVED AS TO CONTENT:

By: _____
Kirsten Levinsohn
Executive Director, LSNC

APPROVED AS TO SUBSTANCE:

By: _____
Roger W. Fraser, City Administrator

By: _____
Jayne Miller, Community Services Area Administrator

APPROVED AS TO FORM:

By: _____
Marie R. Deveney, Esq.
Dykema, PLLC
Attorney for LSNC

APPROVED AS TO FORM AND CONTENT:

By: _____
Stephen K. Postema, City Attorney

**AGREEMENT BETWEEN**
**CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**
**AS AMENDED AND RESTATED**

**EXHIBIT A**
**AREA A AND ADJACENT LANDS**

The Legal Description of Area A is:

LESLIE SCIENCE CENTER PROPERTY DEEDS
BY DATE OF ACQUISITION

1. Eugene H. Leslie & Emily Leslie
   Liber 1299, Page 175 recorded on August 19, 1969
   09-09-21-200-004

   Commencing at the N1/4 Corner of Section 21; thence along N & S ¼ line of said Section S 1° 06' E 161 feet; thence S 86° 12' 30" W 268.57 feet; thence N 2° 01' W 161 feet to the N line of Section; thence along the N line of said Section 271.06 feet to the PLACE OF BEGINNING, being a part of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, State of Michigan.

2. Outlot "A" of the Starwick Heights No. 3 Subdivision, according to the plat thereof, as recorded in Liber 19, Pages 77-78, on July 28, 1970, dedicated to the public as described in the plat.
   09-09-21-200-040

3. Eugene H. Leslie & Emily E. Leslie
   Liber 1312, Page 642 re-recorded on April 24, 1974 in Liber 1474, Page 846 to correct scrivener's error in legal description.
   09-09-21-107-005

   All that part of the NE ¼ of Section 21, T2S, R6E lying northerly of Traver Road as now laid out, excepting therefrom lands deeded by the Grantors to the Hannah Building Company, a Michigan corporation, by a certain deed dated April 25, 1958 and recorded in Liber 826, Page 301, and also excepting therefrom lands described as: Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.54 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing along N86° 10' 40" E 743.08 feet along said N line; thence S72° 01' 40" W 247.88 feet along the center line of Traver Road; thence S46° 45' 40" W 673.15 feet continuing along said centerline; thence continuing along said centerline S44° 26' 50" W 9.15 feet; thence N01° 02' 50" W 494.30 feet to the POINT OF BEGINNING, said parcel being a part of the NE ¼ of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County,

Michigan and containing 3.38 acres of land, more or less. Also being subject to the rights of the public over the Northwesterly 33 feet of Traver Road.

** Subject to easements and restrictions of record, if any, and the rights of the public in Traver Road and the rights of the Grantors to remain in possession of the property during their lifetimes.

4. Martin & Helen M. Fine (Liber 1686, P-814); Alec P. & Louise H. Courtelis (Liber 1686, P-816); Volos, Inc. (Liber 1686, P-819) all three quit claim deeds recorded on December 11, 1978.
09-09-21-107-006

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing N86° 10' 40" E 743.09 feet along said N line to a point on the centerline of Traver Road; thence along said centerline in the following courses: S72° 06' 20" W 247.90 feet; S46° 45' 20" W 673.06 feet and S44° 19' 30" W 9.15 feet; thence N01° 01' 40" W 494.39 feet to the POINT OF BEGINNING, said parcel being a part of the NE ¼ of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan

Except for the following portion thereof –

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing N86° 10' 40" E 67.55 feet along said N line; thence 36.10 feet along the arc of a 439.12 foot radius circular curve to the right through a central angle of 04° 42' 36" having a chord which bears S12° 47' 02" E 36.09 feet; thence S10° 25' 45" E 32.63 feet; thence 244.48 feet along the arc of a 426.85 foot radius circular curve to the left through a central angle of 32° 49' 00" having a chord which bears S26° 50' 15" E 241.15 feet; thence S46° 45' 20" W 90.00 feet along the Northwesterly right-of-way line of Traver Road; thence 209.89 feet along the arc of a 366.46 foot radius circular curve to the right through a central angle of 32° 49' 00" having a chord which bears N26° 50' 15" W 207.03 feet; thence N10° 25' 45" W 114.13 feet; thence 43.93 feet along the arc of a 373.12 foot radius circular curve to the left through a central angel of 06° 44' 45" having a chord which bears N13° 48' 07" W 43.19 feet to the POINT OF BEGINNING. Grantors and Grantee have agreed that the purpose of this conveyance is that the property shall only be used as a public park, or for related uses and this shall be a covenant running with the above described land.

5. The access from Traver Road north to Black Pond Nature Area through the NE corner of Leslie Science property as described in Liber 2512, Pages 382-

384 recorded July 9, 1991 by Warranty Deed from Greater Miami Jewish Federation, Inc., Volos, Inc. and Alec P. Courtelis.
09-09-16-400-007

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to a POINT OF BEGINNING; thence continuing N86° 10' 40" E 67.55 feet along said N line; thence 36.10 feet along the arc of a 439.12 foot radius circular curve to the right through a central angle of 04° 42' 36" having a chord which bears S12° 47' 02" E 36.09 feet; thence S10° 25' 45" E 32.63 feet; thence 244.48 feet along the arc of a 426.85 foot radius circular curve to the left through a central angle of 32° 49' 00" having a chord which bears S26° 50' 15" E 241.15 feet; thence S 46° 45' 20" W 90.00 feet along the Northwesterly right of way line of Traver Road; thence 200.80 feet along the

budget; the assignment of any trust proceeds paid to the City as beneficiary of the Eugene H. Leslie Trust Fund during the term of this Agreement, subject to the condition that any trust funds disbursed to the Organization be used for the maintenance and improvement of the buildings and land in accordance with the terms of the Leslie Trust; and until January 1, 2008 the provisions of in-kind support with regard to the assignment of City staff to and hiring of City temporary staffing for the Organization. Effective July 1, 2009 and for the remainder of the term of this Agreement, the City's financial commitment to the Organization shall be limited to performance of its obligations as property owner under this

***Exhibit B***
***Roles and Responsibilities for Assets and Activities***
***Management at Leslie Science & Nature Center***

Assumptions:

I. The area being considered in this Exhibit B is what is now known as the Leslie Science and Nature Center at 1831 Traver Road in Ann Arbor.

[redacted]

Eugene H. Leslie Trust Fund during the term of this Agreement, subject to the condition that any trust funds disbursed to the Organization be used for the maintenance and improvement of the buildings and land in accordance with the terms of the Leslie Trust; and any funds which may be from time to time authorized as an approved budgetary allocation by Resolution of City Council during the term of the Agreement and any other financial commitments made by the parties in this Agreement and any amendments thereto. The parties recognize that the City's continued support through General Fund and Parks millages is beneficial to the Organization.

## ARTICLE II

### Term Periodic Review and Renewal of A reement

A. Term. It is acknowledged that the first date of the Partnership was July 1, 2007, and all rights and responsibilities associated with the Partnership were effective that date and continue without interruption. For purposes of this Agreement, the term of this Agreement shall be calculated as twenty years (20) commencing July

# AGREEMENT BETWEEN
# CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

## EXHIBIT C
## SITE IMPROVEMENTS AND LANDSCAPING PLAN

The following Site Improvement and Landscaping Plan consists of the attached Site Improvements and Landscaping Plan Drawing and the balance of this Exhibit C comprise the documentation showing all current and planned improvements for the Leslie Properties/Leslie Science Center (See Exhibit A) as of July 1, 2007. The most current version of this document, developed as provided for in the Maintenance and Capital Improvement Planning Process in Exhibit D, will replace this first version when it is completed.

This Site Improvements and Landscaping Plan consists of the following sections:

1. Competed City Millage Funded Improvements
2. Planned City Millage Funded Improvements
3. Proposed Future Improvements – drawn from following sources
    a. City's Parks and Recreation and Open Space Plan (PROS Plan)
    b. City's Capital Improvement Plan
    c. City's Maintenance Plan Improvements/Replacements
    d. LSNC Site Improvements and Landscaping Plan
4. Site Improvements and Landscaping Plan Drawing(s)

As additional capital, site and maintenance improvements are developed each year they will be incorporated into the most current version of this Site Improvements and Landscaping Plan and the Attached Site Improvements and Landscaping Plan Drawing.

### Completed City Millage Funded Improvements

The City has made the following improvements to the Site that are incorporated by reference into the attached Site Improvement and Landscaping Plan:

### Proposed Future Improvements

Future Improvements for the Site are summarized below, compiled from the following City and Organization Documents:

1. **City's Parks and Recreation and Open Space Plan (PROS Plan)**
   The PROS Plan is a master plan for the parks system that provides direction for future enhancements, improvements, and additions to the parks system. The PROS Plan is a framework with no funding associated with the identified future enhancements, improvements, and additions to the parks system. The Plan identifies potential site improvements that are incorporated by reference into this Site Improvements and Landscaping Plan:

a. Participation in Multi-Park Interpretive Signage Improvement Program
b. Raptor Enclosure Signage

2. **City's Capital Improvement Plan**
The City's Capital Improvement Plan contains the following proposed site improvements that are incorporated by reference into this Site Improvements and Landscaping Plan:

*Note: There are no Capital Improvement Plan ("CIP") projects for the Leslie Properties/LSNC*

3. **City's Maintenance Plan Improvements/Replacements**
The City's Maintenance Plan contains the following proposed site improvements including replacements that are incorporated by reference into this Site Improvements and Landscaping Plan:

4. **LSNC Master Concept**
The Organization's Master Concept will contain proposed landscaping and related site improvements and will be developed by the Organization and City as part of a multi-year plan for Leslie Properties.

Acknowledged and approved on behalf of LSNC Kirk Lyon Date 6-8-09

Acknowledged and approved on behalf of City Jacques Gruber Date 6/11/09

## AGREEMENT BETWEEN
## CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

## EXHIBIT D
## LSNC MAINTENANCE AND CAPITAL IMPROVEMENT PLANNING PROCESS

As part of the City and Organization's periodic and annual review processes as provided for in Article II, the parties agree to the following planning process for creating and updating the Site Improvements and Landscaping Plan (Exhibit C) and the list of City owned property and the specific roles and responsibilities of the City and Organization for maintenance, repair, renewal and/or replacement (Exhibit B).

1. The Organization and City have developed an inventory of the City owned property and assets (Exhibit B).
2. The Organization and City have established roles and responsibilities for maintenance, repair, renewal and/or replacement of specific site improvements, grounds, buildings and associated assets, and structures (Exhibit B).
3. As needed, either Party may provide to the other Party a draft update of either or both of these Exhibits for joint discussion, development and updating.
4. Upon submittal of such document(s), the other Party agrees to engage in the Exhibit updating process as provided for below.
5. If either the Organization or City has taken action as provided for in Steps 3 and 4 above, then the parties agree to update the relevant Exhibits following the [illegible] Article XII, Disputs Resolution

6-Y-09

U on Termination/Ex iration of Existin Lease or Use A reements. Upon the termination or expiration of the term of any lease or use agreement now in effect with NAP or with Project Grow for office space, the Organization shall have the right to assume occupancy of, in whole or in part, the space leased or used by NAP or Project Grow. Organization will provide the City, Attn. Community Services Area Administrator, with notice of its intent to exercise this right not less than thirty (30) days prior to the

## AGREEMENT BETWEEN
## CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

## EXHIBIT E
## ENVIRONMENT AND NATURAL SCIENCE EDUCATION PLAN

The City and the Organization are both committed to a joint partnership to use the City's Parks System and resources and the Organization's resources to enhance environmental education Such efforts shall be documented in this Joint Environmental and Natural Science Education Plan, the most recent version of which is incorporated into this Agreement by reference.

**Baseline Services**

The parties, as of the date of execution of this agreement, are currently providing baseline environmental education services ("Baseline Services") as provided for below. These services are incorporated by reference into the Joint Environmental and Natural Science Education Plan.

1. City Baseline Services:
   a. Natural Area Preservation Volunteer Workdays, Training, and Workshops NAP offers training to volunteers regarding prescribed burns, inventorying various flora and fauna, and other restoration activities.
   b. Canoe Livery Operations:
      (i) River Connections – Organization of canoe liveries and parks that promotes education and outdoor adventure along the Huron River.
      River Connections – school districts in the Huron River Watershed using experiential education program – field studies combined with canoeing – to better understand biology, hydrology and recreational benefits and understand how humans impact river systems and methods for reducing those impacts. Currently targeting 7th grade students in Ann Arbor, Dexter, Ypsilanti, and Willow Run school districts.
      (ii) Physical Education Programs - Local school districts attend physical education programs – canoeing, kayaking and fishing – to instill in students the importance of wholesome pastimes and healthy outdoor lifestyles while gaining an appreciation and sense of stewardship of the river. Received a grant for Community High School in 2007-2008.
      (iii) Preschool Programs:
      River Tots – Monthly programs ages 0-2 years old with caregiver exploring Gallup Park and exercise.
      River Rapscallions – Monthly programs 2-4 years old with caregiver exploring the river with boats, fishing and river activities.
      (iv) Boy Scouts and Girl Scouts - Canoe, kayak and fishing specific badge programs. Currently developing these programs.
      (v) River Day Camps - Currently ages 1st-5th grade, expand to middle school in future. Explore the river with boats, fishing and river activities.

(vi) Public Programs Wetlands by Canoe, Bird Walks/Paddles, Turtle Paddles, Senior Walks/Paddles, Moonlight Paddles

c. Material Recovery Facility (MRF) Tours
   (i) Monthly Open Houses give the public a chance to tour the MRF's recycling operations and participate in monthly feature activities and topics.
   (ii) MRF tours/programs and activities for school, scout and other groups

d. Recycling Education in Schools

2. LSNC Baseline Services:

The Leslie Science Center provided a variety of different natural science and environmental education experiences for children and their families in 2006-07. School and scout programs serve mostly preschool to elementary school age children from greater southeastern Michigan.

a. Fieldtrips: KidScience in the Park:
   The Center offers 11 different programs that complement and supplement the Ann Arbor science curriculum and also the Michigan state standards. The most popular programs are Exploratory Trip to the Black Pond, Sensing Nature, Orienteering in the Park, Tremendous Trees, and Animal Behavior.

b. Outreach Programs: KidScience on Wheels:
   The Center offers 6 outreach programs, including In Cold Blood, Endangered Species, and Fur, Feathers, and Scales.

c. Preschool programs: Preschool in the Park:
   There are three preschool programs reflecting their seasonal nature, Preschool Fall, Preschool Winter and Preschool Spring.

d. Grant funded programs: funded by Pfizer, Visteon, Starbucks, Wolf Family, and GM:
   The Science Center receives funding for a variety of different projects providing science programs for school age children from elementary to high school. In all cases, we work directly with school children and their teachers in developing and teaching the programs. In the Pfizer and Visteon programs, LSC staff worked with every second grade student in Ypsilanti public schools three different times over the course of the year. In the Wolf Family foundation funded program, LSC staff worked with third, fourth and fifth grade students from Northside School, King Elementary School and Carpenter in a cumulative program based on school habitat and ecosystems. The GM and Starbucks funded program provides funding for a full scale water quality testing and monitoring program that includes a civic action project and youth symposium.

e. After school programs:
   LSC has been approached by Bryant Elementary School and Pittsfield Elementary School to provide after school science enrichment programs once a week during the winter months.

f. School family science programs: Family Nature Night:
The Center offers an interactive science program for school children and their families including a live animal presentation. These programs take place at the school, usually in the evening hours.

g. Scout programs:
LSC offers a variety of scout programs that are badge related for boy and girl scouts. Scout groups can choose between two hour programs or overnight programs in which they spend the night on site.

h. Day camp programs:
For eleven weeks during the summer and during school breaks, LSC offers day camp for children 4 to 14 years old. The youngest age groups enjoy half-day nature fun exploring the Black Pond Woods, visiting the Critter House and playing games in the fields. The oldest groups take part in day-long canoe trips, two night camping overnight adventure, orienteering, and an around the town scavenger hunt.

i. Very Young children programs: Tiny Tot Time:
Once or twice a month, LSC offers nature for the very young. Children one to three years old with a caregiver delight in simple nature-related

for any violations of laws due to the actions or the neglect of the Caretaker or persons acting under or through the Caretaker; shall require the Caretaker to indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Caretaker, its employees, agents, invitees and guests occurring during the lease period. To the extent permitted by law, the City, its officers, employees, contractors and agents, shall not be liable for any damage to the Caretaker's personal property or loss of such personal property that is caused by theft or casualty on or around the Caretaker Residence or Area A. It is acknowledged by the parties that the City has recommended, but not required that the Caretaker obtain insurance to protect Caretaker's personal property against such loss or damage. It is further acknowledged by the parties, that this Agreement does not and is not intended to create any relationship between the Caretaker and the City of any nature or kind and the City shall have no obligations to the Caretaker under any lease between the Organization and the Caretaker. Whenever it is reasonably possible, as determined by the Organization, the Organization shall lease the Caretaker Residence to an LSNC staff member or intern.

5. Organization May Not Assign Rights, Responsibilities or Leases. The

Such Additional Services contained in this version of the Joint Environmental and Natural Science Education Plan are described below:

| Program Descrip | Target Audience | Targeted Outcom | Assignments | LSNC Role |
|---|---|---|---|---|
| Program #1: | | | | |
| Program #2: | | | | |
| Program #3: | | | | |
| Program #4: | | | | |

**Development Process for The Joint Environmental and Natural Science Education Plan**

The parties agree to cooperatively develop this Joint Environmental and Natural Science Education Plan with the following Schedule:

1. The Joint Environmental and Natural Science Education Plan for 2008 shall be jointly developed by no later than December 31, 2007 and shall be incorporated into this Agreement as Exhibit E.

2. The Joint Environmental and Natural Science Education Plan for each succeeding year shall be jointly developed by no later than December 31 of the immediately prior year. Exhibit E shall be updated annually to reflect the Joint Environmental and Natural Science Education Plan for the upcoming calendar year.

Acknowledged and approved on behalf of LSNC _____ Date 6-8-09

Acknowledged and approved on behalf of City _____ Date 6/11/09

**AGREEMENT BETWEEN**
**CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**

**EXHIBIT F**
**CITY PARKS AND RECREATION SCHOLARSHIP PROGRAM**

**CITY OF ANN ARBOR**
**SCHOLARSHIPS AND NON-FEE SEASON PASSES**
**CRITERIA FOR ELIGIBILITY**

Scholarships and non-fee season passes are available to all individuals and families who are residents of the City of Ann Arbor, and meet one of the four requirements below.

1. Are currently receiving financial assistance from any one of the following social agencies:

   Washtenaw County Department of Social Services
   Social Security Administration
   Catholic Social Services
   Michigan Employment Security Commission
   Family Independence Agency

   Exception: Those individuals and families only receiving food stamp assistance, are not eligible for a Scholarship or non-fee season pass under this eligibility criteria.

2. Are currently receiving a scholarship from Ann Arbor Rec. & Ed and are City of Ann Arbor residents.

3. Are not currently receiving assistance from authorized social service agencies but meet the following criteria for establishing eligibility:

2007
INCOME LIMIT TABLE

| Household Size | 100% Scholarship "Very Low Income" | 50% Scholarship "Low Income" |
|---|---|---|
| 1 | $ 28,850 | $ 41,700 |
| 2 | 32,950 | 47,700 |
| 3 | 37,100 | 53,650 |
| 4 | 41,200 | 59,600 |
| 5 | 44,500 | 64,350 |
| 6 | 47,800 | 69,150 |
| 7 | 51,100 | 73,900 |
| 8 | 54,400 | 78,650 |

Income, as used here, means income before deduction for income taxes, employee's Social Security taxes, insurance premiums, bonds and other employee deductions.

In applying the guidelines, administrators may consider both the income of the family during the previous calendar year and the family's current rate of income to determine which is the better indicator of need for a scholarship or non-fee season pass.

In applying the guidelines, administrators may consider both the income of the family with other financial resources available.

4. Do not meet previously stated eligibility requirements, but whose income is used for the following special hardship conditions which could not be reasonably anticipated or controlled by the household:
    a. Unusually high medical expenses;
    b. Special education expenses due to mental or physical condition of the individual;
    c. Disaster or casualty losses; and/or
    d. Other circumstances deemed eligible by the Manager of Recreation Facilities & Services of Parks and Recreation.

Acknowledged and approved on behalf of LSNC _____ Date 6-8-09

Acknowledged and approved on behalf of City _____ Date 6/11/09

## AGREEMENT BETWEEN
## CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

## EXHIBIT G
## LSNC SPONSORSHIP AND NAMING POLICY

### A. General Policy

The Leslie Science and Nature Center and the City of Ann Arbor have a mutually beneficial partnership. The City acknowledges LSNC's efforts to provide environmental education programming are dependent on strong financial support from the community.

To achieve its educational goals, LSNC relies on private contributions as a primary source of revenue. LSNC encourages and accepts contributions from individuals, foundations, and corporations. Such sponsorships increase LSNC's ability to provide environmental educational services to the community.

As an environmental education center, an advocate and practitioner of environmental stewardship, and a partner with the City, LSNC recognizes, that actual or perceived conflicts of interest might arise in relation to contributions from individuals, foundations or corporations. Therefore LSNC warrants, as evidenced by its acknowledgement of this Exhibit and any subsequent update of this Exhibit, that it will not accept contributions that:

- Compromise the mission of LSNC's natural science education and stewardship programs.
- Create significant actual or perceived damage to LSNC's mission, public image or reputation.
- Create significant actual or perceived damage to the City of Ann Arbor's mission, public image or reputation.
- Conflict with the terms of the Leslie Trust.
- Conflict with the terms of the Partnership Agreement between the City of Ann Arbor and Leslie Science and Nature Center.

### B. Contributions from Cor orations and Individuals

In addition to the guidelines contained in Section A of this Exhibit, LSNC will not accept contributions from corporations or individuals known by LSNC to:

- Be involved in negative controversies that jeopardize LSNC's mission, or campaigns that jeopardize that mission.
- Have a history of environmental abuse or regulatory noncompliance, unless the corporations are engaged in a credible effort to change past practice
- Expect significant publicity for the contribution beyond normal gift recognition.

- Expect award of any proposed work in connection with the grounds or facilities of the Leslie Property in exchange for the contribution.

If LSNC learns of the existence of any of these disqualifying conditions with respect to a particular donor after that donor's contribution has been received, it will notify the City of that situation and return the contribution if reasonably possible.

If LSNC learns of the existence of any of these disqualifying conditions with respect to a particular donor at any time prior to receipt of a contribution by the donor, it will withdraw its solicitation request.

In addition, no contribution that would require the construction of a new building shall be solicited or accepted unless and until LSNC has satisfied all applicable requirements of Article VII and of Section D of this Exhibit.

**C. Sponsorship Contributions**

A contribution is considered as a "sponsorship" if it is restricted to provide relatively short–term (usually five years or less) support for programs or events, or for the maintenance of existing equipment (e.g. a vehicle) or physical structures (e.g. a raptor enclosure or Critter House). Examples of sponsorship programs include the Adopt-A-Class or the Adopt-A-Raptor programs. The Organization may provide public recognition of individuals or businesses that provide sponsorships in one or more ways, including through plaques or signs affixed to buildings and enclosures that identify the donor as a sponsor. Such acknowledgment is not a "naming" that is subject to Section D of this Exhibit.

When soliciting for and accepting sponsorship contributions the organization will be guided by the following principles:

- All sponsorships must relate to and be consistent with the LSNC mission.
- Sponsorship benefits must be commensurate with the relative value of the sponsorship.

If LSNC has concerns that a proposed sponsorship donor may be very controversial, prior to accepting the sponsorship donation it shall afford the Community Services Area Administrator the opportunity to comment on any such donor, based on the standards set forth in this Exhibit. Any such comment must be delivered to LSNC within six (6) business days after such Administrator or designee receives notice of the proposed sponsorship donor. After the expiration

## D. Naming Contributions

1. Definition and Distinction from Sponsorship.

A contribution involves a naming if the donor would be recognized by having an enclosure, vehicle, major educational program, landscape feature or building named after the donor in recognition of a significant gift that will provide long-term or permanent support or pay for a major capital improvement. By contrast, a sponsor is acknowledged for the sponsor's relatively short-term support; the supported enclosures, vehicle, program,

making any such solicitation and the Community Service Area Administrator or designee may approve or disapprove it based on the standards set forth in this Exhibit, provided that the Administrator or designee must take such action within ten (10) business days after receiving notice of such proposal. If the Community Services Area Administrator or designee neither approves nor disapproves the proposal within that period, the proposal shall be deemed approved and the Organization may proceed with the solicitation.

5. Additional Requirements for Contributions That Involve Naming All or Any Portion of a Building.

   A. Approvals Required.
   When naming is contemplated for all or any portion of a building (including any significant addition to an existing building) on the Leslie Property, the following applies.
      i. Approval by Community Services. Before soliciting any potential donor for a contribution in connection with which such a naming opportunity will be offered, LSNC will notify the Community Services Area Administrator or designee of such proposal. Within ten (10) business days after receipt of such notice, the Community Services Area Administrator or designee, acting within the scope of the Administrator's authority, shall either: (A) approve or disapprove administratively of the proposed solicitation and naming based on the standards set forth in this Exhibit; (B) establish special procedures for evaluation and approval or disapproval of the proposed solicitation and naming, or (C) tentatively approve the proposed solicitation and naming and direct that the proposed solicitation and naming be subject to the requirements contained in subsection ii, immediately below.
      ii. Approval of PAC and City Council. Where so required by the Community Services Administrator or designee, before making any binding commitment to name a building or permanent structure for a particular donor or accepting any donation offered on condition of such naming, LSNC must: (A) obtain the recommendation of PAC and (B) receive approval from City Council. The decision of City Council is final.

   B. Other Re uirements.
   A donation must cover at least 60% of the capital construction costs associated with a new building, a building renovation, or a significant addition to an existing building that will be named for the donor.

   Additional requirements regarding the construction of a new building or a significant addition to an existing building are contained in Article VII.

This policy will be reviewed annually and modified, as noted in the City/LSNC Partnership Agreement, when and as may be necessary or at the specific

request of the Community Services Area Administrator or designee to make it consistent with City and/or City park system sponsorship and naming policies that are enacted after it takes effect.

Acknowledged and approved on behalf of LSNC Kirsten Lewis Date 6-8-09

Acknowledged and approved on behalf of City [signature] Date 6/11/09