

UCF Downtown Proposal
for Florida Board of Governors

Appendix B

City of Orlando Letter & Documentation



CITY OF ORLANDO

OFFICE OF
BUDDY DYER
MAYOR

January 26, 2015

Dr. John Hitt
President
University of Central Florida
P.O. Box 160002
Orlando, FL 32816-0002

Dear Dr. Hitt,

The City of Orlando is pleased to commit to assist in facilitating the expansion of the University of Central Florida in Downtown Orlando within the Creative Village area. Given the long-term economic benefits of a major investment in education within the Downtown core, and contingent upon approval for the Downtown expansion from the State of Florida Board of Governors, the City is prepared to affirm its role as a contributor of property toward this effort.

The City will stand behind its obligation to transfer title of the UCF Center for Emerging Media facility, located at 500 W. Livingston Street, to the University of Central Florida Foundation, Inc. The facility is valued at approximately \$22.55 million. Our commitment to this action was memorialized in the Expo Centre Lease Agreement dated October 12, 2004 (attached). The City is prepared to execute this transaction at any time that UCF is ready to move forward, subject to all customary requirements of a land closing.

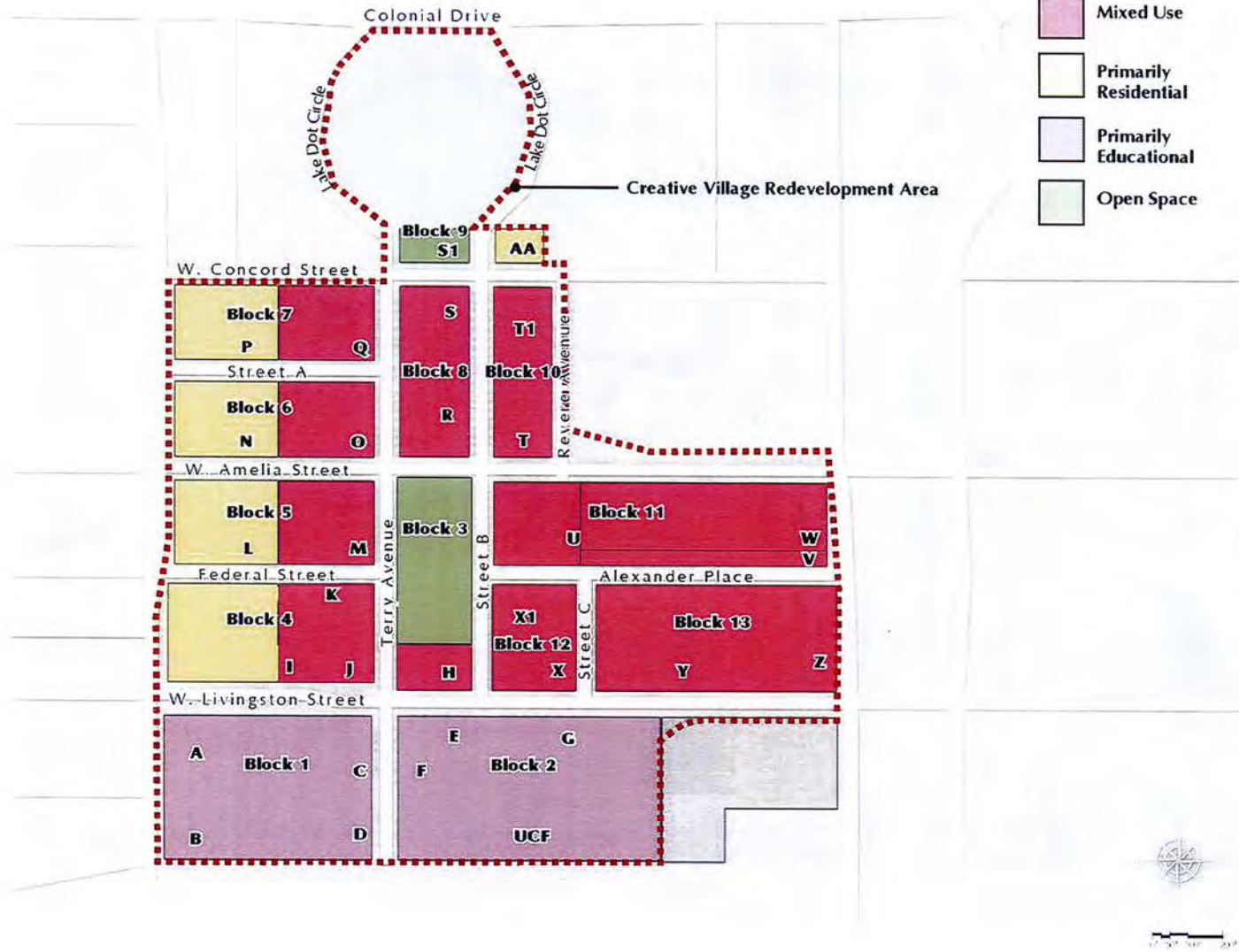
In addition to previous commitments, the City will pursue all necessary modifications to the Creative Village Master Development Agreement and Purchase Option Agreement in order to provide the 15+/- acres of educational lands, valued at \$20-22 million, within the Creative Village development to UCF at a zero-dollar land cost. These lands, generally located south of realigned W. Livingston Street, east of N. Parramore Avenue, and north of the Florida Central Railroad tracks, are shown and described in the PD zoning ordinance in Exhibits E and F (attached). Modifications to these agreements will require City Council approval, and if the City is successful in modifying the agreements, as part of the ultimate transfer of the educational lands to UCF, the deed will include a reverter clause, consistent with the language on the same matter contained within the Expo Centre Lease Agreement, which will require the property transferred to be used for educational purposes or title to the property will revert to the City.

We look forward to working with you throughout this exciting endeavor.

Sincerely,

Mayor Buddy Dyer

EXHIBIT E: LAND USE PLAN



- Mixed Use
- Primarily Residential
- Primarily Educational
- Open Space

Conceptual Block / Land Use Plan

February 2012

EXHIBIT F: LAND USE CHART

	BLOCK 1	BLOCK 1	BLOCK 1	BLOCK 1	BLOCK 2	BLOCK 2	BLOCK 2	BLOCK 2	BLOCK 3	BLOCK 3
Planned Acres per block	5.22				7.24				2.83	
Parcels	A	B	C	D	E	F	G	UCF	H	PARK
Maximum building height	75	75	150	150	200	200	200	200	200	75
Underlying Zoning	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	P
Permitted Uses:										
Education	P	P	P	P	P	P	P	P	P	
Office	P	P	P	P	P	P	P	P	P	
Retail/Commercial					P	P	P	P	P	
Residential	P	P	P	P	P	P	P	P	P	
Hotel										
Park/Open Space	P	P	P	P	P	P	P	P	P	P
Support Facilities	P	P	P	P	P	P	P	P	P	P
Footnotes	2, 7	1, 7	1, 7	1, 7, 10				9	9	4

	BLOCK 4	BLOCK 4	BLOCK 4	BLOCK 5	BLOCK 5	BLOCK 6	BLOCK 6	BLOCK 7	BLOCK 7	BLOCK 8	BLOCK 8
Planned Acres per block	3.61			3.08		2.8		2.79		2.64	
Parcels	I	J	K	L	M	N	O	P	Q	R	S
Maximum building height	75-150	200	75 - 200	75-100	200	75-100	200	75-100	200	300	200
Underlying Zoning	MXD-2	AC-2	MXD-2	MXD-2	AC-2	MXD-2	AC-2	MXD-2	AC-2	AC-2	AC-2
Permitted Uses:											
Education		P			P		P		P	P	P
Office		P			P		P		P	P	P
Retail/Commercial		P			P		P		P	P	P
Residential	P	P	P	P	P	P	P	P	P	P	P
Hotel										P	P
Park/Open Space	P	P	P	P	P	P	P	P	P	P	P
Support Facilities	P	P	P	P	P	P	P	P	P	P	P
Footnotes	3, 5, 6		3, 5, 6	3, 5, 6		3, 5		3, 5			

	BLOCK 9	BLOCK 10	BLOCK 10	BLOCK 11	BLOCK 11	BLOCK 11	BLOCK 12	BLOCK 12	BLOCK 13	BLOCK 13	BLOCK 14
Planned Acres per block	0.52	1.58		5.03			1.54		4.78		0.34
Parcels	S1	T	T1	U	V	W	X	X1	Y	Z	AA
Maximum building height	75	225	200	225	200	200	400	400	400	400	75
Underlying Zoning	P	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	AC-2	MXD-2
Permitted Uses:											
Education		P	P	P	P	P	P	P	P	P	
Office		P	P	P	P	P	P	P	P	P	
Retail/Commercial		P	P	P	P	P	P	P	P	P	
Residential		P	P	P	P	P	P	P	P	P	P
Hotel		P	P	P	P	P	P	P	P	P	
Park/Open Space	P	P	P	P	P	P	P	P	P	P	P
Support Facilities	P	P	P	P	P	P	P	P	P	P	P
Footnotes	1									8	5

1 Ancillary retail/commercial space allowed

2 Existing Recreation Center shall remain unless an alternate facility is available.

3 The height limit shall be 75 feet facing Parramore Ave for a distance of 150 feet from the block face, and shall transition up to a maximum of 200 feet facing Terry Ave.

4 Lot H faces three Primary Streets and a park. The site plan and building elevations shall treat all four sides of the building as primary facades.

5 Up to 0.35 FAR total non-residential uses are allowed as a secondary use. This includes education, office, and/or ground floor retail/commercial.

6 Existing Tennis Courts shall remain unless an alternate facility is available.

7 At the time the first building on Block 1 is proposed for development, a Master Plan for the entire Block 1 shall be submitted and reviewed to ensure that all uses on Block 1 continue to function adequately.

8 Existing Bob Carr Performing Arts Center shall remain until Stage II of the new Dr. Phillips Center for the Performing Arts is operational.

9 Suitable alternative parking shall be made available to UCF within the CV site, as redevelopment of the surface parking area leased to UCF proceeds.

10 Existing Nap Ford School shall remain unless an alternate facility is available.

**EXPO CENTRE
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into this 12th day of October, 2004, by and between the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the state of Florida (hereinafter referred to as the "CITY"), the **University of Central Florida**, on behalf of its Board of Trustees, for the benefit of the UCF School of Film & Digital Media and the UCF Florida Interactive Entertainment Academy (hereinafter referred to as "UCF"), the **University of Central Florida Foundation, Incorporated**, a Florida not for profit and 501 ©(3) corporation, (hereinafter referred to as the "Foundation"), and the **Community Redevelopment Agency of the City of Orlando**, a special taxing district organized under the laws of the State of Florida (hereinafter referred to as "CRA").

WHEREAS, the City-owned and operated Expo Centre in downtown Orlando is an underutilized facility that has been operating at a deficit and is in need of renovation and redevelopment; and

WHEREAS, UCF is seeking a downtown location for its School of Film & Digital Media (SFDM) and the Florida Interactive Entertainment Academy (FIEA), the SFDM and FIEA being hereinafter sometimes collectively referred to as the "Schools"; and

WHEREAS, the City, in an effort to develop and facilitate the presence of UCF's educational facilities and the digital media and interactive entertainment industries in downtown Orlando, desires to lease the Expo Centre to UCF for the operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs; and

WHEREAS, UCF desires to lease and redevelop the Expo Centre for the purpose of locating and operating the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs therein pursuant to the terms of this Lease Agreement; and

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, pursuant to the Downtown Community Redevelopment Area Plan (Downtown Outlook) the operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs at the Expo Centre will help to achieve the CRA's goals of redeveloping the Expo Centre with multiple uses, including educational facilities; and

City Council Meeting: 10-11-04
Item: 71 Documentary: 041011701

WHEREAS, CRA has agreed to provide certain funds to UCF in order to fund a portion of the cost for the redevelopment of the Expo Centre; and

WHEREAS, the operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs at the Expo Centre will increase the academic and collegiate presence in downtown Orlando and assist in the growth of the high wage digital media industry in Orlando; and

WHEREAS, the creation of a digital media technology cluster and university presence in downtown Orlando are critical factors in the revitalization of downtown Orlando; and

WHEREAS, the location of UCF in downtown Orlando will provide significant economic benefits to the City and its residents, and will serve as a catalyst for economic development in downtown Orlando; and

WHEREAS, City's and CRA's participation in the lease and redevelopment of the Expo Centre to provide educational facilities related to the high-tech digital media and interactive entertainment industries serves a valid public purpose; and

WHEREAS, the parties desire to memorialize their understanding regarding the lease and renovation of the Expo Centre.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein, by reference.

2. Leased Premises. The City does hereby lease to UCF, and UCF does hereby let as tenant from the City, the real property and improvements located at 500 West Livingston Street, Orlando, Florida, as more particularly shown in Exhibit "A", attached hereto and incorporated herein, by reference (the "Leased Premises"). The Leased Premises consist of the approximately 112,770 square foot, 3-story building commonly known as the Expo Centre (the "Building"), which shall be leased to UCF in phases according to the following schedule (the "Lease Schedule"):

A. Commencing on October 12, 2004 and continuing until the expiration or earlier termination of the Lease, the Leased Premises shall consist of the entire 2nd and 3rd Floors of the Building, including all bathrooms and common areas located thereon, and the administrative offices on the 1st floor;

B. Commencing on February 1, 2005 and continuing until the expiration or earlier termination of the Lease, Hall # 400 and 500 on the 1st floor shall be added as part of the Leased Premises;

C. Commencing on August 1, 2005 and continuing until the expiration or earlier termination of the Lease, Hall # 600 and 700 on the first floor shall be added as part of the Leased Premises; and

D. Commencing on March 1, 2007 and continuing until the expiration or earlier termination of the Lease, Hall # 200 and 300 on the first floor shall be added as part of the Leased Premises so that as of March 1, 2007 the Leased Premises shall include the entire Building.

The City and UCF may mutually agree in writing to modify the Lease Schedule. UCF shall only have the lease and use of those portions of the building that are part of the Leased Premises according to the Lease Schedule. In addition, UCF shall have the use of all elevators, stairways, hallways, bathrooms, walkways and other common areas (the "Common Areas") necessary for the operation, use and maintenance of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs provided that such use of the Common Areas does not interfere with the Expo Events described below. The previously scheduled events identified in Exhibit B attached hereto and incorporated herein, by reference (the "Expo Events") shall be held as scheduled in those portions of the Building identified in Exhibit B, and the Expo Events shall be allowed the use of parking and Common Areas necessary for the proper functioning of the Expo Events. UCF shall take all reasonably appropriate steps to insure that the construction of the Renovations and UCF's use of the Leased Premises does not interfere with the Expo Events.

3. Term of Lease. The term of the Lease shall be forty (40) years (the "Term") beginning on October 12, 2004 (the "Lease Commencement Date") and ending on October 11, 2044 (the "Expiration Date"), unless such Lease is extended or terminated as provided herein.

4. Renewal of Lease. Provided that UCF is not in breach or default of the Lease, the term of the lease may be renewed for two (2) additional, ten (10) year terms upon the mutual, written agreement of the parties.

5. Use of Leased Premises. UCF shall use, lease and renovate the Leased Premises solely for the operation and maintenance of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs and the administrative offices associated therewith.

A. Attendance Goals. The Schools and, when necessary to achieve the Attendance Goals, other UCF instructional programs shall make best effort to comply with the Attendance Goals contained in Exhibit C attached hereto and incorporated herein, by reference (the "Attendance Goals"), and UCF shall submit to the CITY an annual accounting or statement relating to the operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs at the Leased

Premises during the previous year which demonstrates UCF's compliance thereof. It is acknowledged that the Attendance Goals contained in Exhibit C require that additional space be made available for the FIEA no later than the beginning of year 4 of the lease in order to allow for the expansion of instructional activities required to serve all undergraduate students enrolled in SFDM. Without additional space it may be necessary to limit undergraduate enrollment to upper division; i.e., years 3 and 4, students. In order to properly serve lower-division; i.e., years 1 and 2 undergraduate students it will be necessary to provide adequate student support services and co-curricular activities on-site. Otherwise, it may be necessary to limit undergraduate enrollment to upper division courses. Until SFDM student enrollment meets the Attendance Goals described in Exhibit C, it may be necessary to conduct other UCF instructional activities in the Building.

B. UCF Programs/Activities. UCF shall strive to provide the following programs and activities:

1. To the extent resources allow, UCF will encourage its SFDM to work with the Downtown Development Board in sponsoring and hosting an annual Downtown Film Festival reflective of the SFDM's program.

2. The SFDM will look for opportunities to provide educational outreach to member schools of the Consortium of Downtown Orlando Schools.

3. The SFDM will make a good faith effort to provide educational outreach/career development to underserved populations.

4. To the extent space and resources allow, the SFDM will continue to operate a Downtown Media Arts Center/Screening room within the Downtown Community Redevelopment Area for as long as the SFDM is located within the Building.

5. UCF will recognize the City and CRA partnership in a permanent way at the Leased Premises, visible to visitors and the general public.

6. If a film auditorium is created through future renovations of the Building, then UCF will provide such auditorium for use by the Orlando International Fringe Festival at no charge on an annual basis. The Orlando International Fringe Festival shall be responsible for the operation, maintenance, and repair costs associated with its use of the auditorium and for any repair costs associated with damage to the Building attributable to the Orlando International Fringe Festival.

6. Parking. The City will provide UCF with a total of 300 parking spaces in the Centroplex Parking Lot #1 pursuant to the following schedule:

A. Commencing November 1, 2004.....75 parking spaces

B. Commencing January 1, 2005.....100 parking spaces

C. Commencing April 1, 2005.....200 parking spaces

D. Commencing August 1, 2005.....300 parking spaces

The City and UCF shall cooperate and make every reasonable effort to accommodate each party's respective needs for parking, including the execution of a parking agreement which sets forth the rights, duties and responsibilities of the parties with respect to UCF's use of the parking spaces. If UCF's use of the above parking spaces, or any portion thereof, would interfere with the City providing parking for an Expo Event or event at the TD Waterhouse Center, the City may relocate up to one-half of the parking spaces to another City parking facility in close proximity to the Expo Centre. The parking spaces referenced above shall be provided for UCF's use until such time as the City and UCF mutually agree on a long-term parking plan for the Leased Premises.

7. Rent. UCF shall pay rent in the amount of one dollar (\$1.00) per year payable annually on the Lease Commencement Date and each anniversary thereof.

8. Building Renovation.

A. Renovations. UCF shall improve the Leased Premises by renovating the Building pursuant to the Scope of Work attached hereto and incorporated herein, by reference, as Exhibit D (the "Renovations"). Construction of the Renovations shall commence within ten (10) days of the Lease Commencement Date. If construction of the Renovations has not commenced within such ten (10) day period, then the City may continue to hold events within any portion of the Building, including the Leased Premises, until such time as construction has commenced. UCF shall use its best efforts to construct and install the Renovations on or before July 31, 2005 (Construction and Fixture Period), but in any event, the Renovations must be complete and a Certificate of Occupancy for the Building issued no later than one (1) year from the Lease Commencement Date. UCF shall be responsible for securing all local, state, and federal permits required for the Renovations. UCF shall furnish the CITY with two (2) sets of As-Built Drawings of the Renovations within thirty (30) days of final completion. In addition to the Renovations, UCF may make additional renovations and improvements to the Building at its sole cost and expense pursuant to plans and specifications approved in advance by the City in accordance with subsection B below.

B. Design. UCF shall procure the services of Florida licensed professional architects, landscape architects, surveyors, engineers, and other needed professionals (the "Consultants") to design the Renovations. The design shall be in accordance with the City Code and requirements of any other governmental agencies having jurisdiction. The design plans and specifications (the "Plans") for all aspects of the Renovations shall be subject to the review and approval of the City not to be unreasonably withheld, conditioned or delayed. UCF shall provide the City with Plans in paper and electronic formats at 30%, 60%, 90% and 100% completion for review and approval by the City and CRA. The requirements of this paragraph are in addition to the other design

approvals required by the City Code. No change shall be made to City approved Plans without the prior written approval of the City.

C. Construction. UCF shall procure a Florida licensed general contractor (hereinafter referred to as "Contractor") reasonably acceptable to the City who shall perform the construction of the Renovations. The construction shall be performed in accordance with the City-approved Plans and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

D. Change Orders.

1. **Unforeseen Conditions.** During the course of construction of the Renovations, if the City, CRA or UCF, through itself or its Contractor or Consultants, observe, or otherwise become aware of, any utility conflicts, unforeseen site conditions or other similar events not resulting from negligent or wrongful acts or omissions of the Contractor, Consultants or any entities for which such Contractor or Consultants may be responsible, each party shall immediately notify the other party of such conflicts, conditions or events. The City and UCF agree that time is of the essence in making any decisions, interpretations and/or changes with respect to design, materials and other matters pertinent to the work covered by the construction contract so as to not materially delay the work of the Contractor. If the City determines that a change is necessary to the construction contract in order to complete the Renovations, the City shall provide such proposed change to UCF for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon approval of such change by UCF, UCF shall process a change order with the Contractor. In the event that UCF determines a change is necessary to the construction contract in order to complete the Renovations, UCF shall provide to the City a copy of the proposed change order for review and approval by the City which approval shall not be unreasonably withheld, conditioned or delayed. UCF shall issue a change order to the Contractor for any change requested by either party which are approved by both parties. Each party shall notify the other party within seven (7) days of receipt of the proposed change order of its approval or rejection, or of any modifications to the change order. If the parties reach an impasse over any change order, the objection shall be heard by a committee composed of the Public Works Director, a UCF representative, and a third member selected by the other two, which committee shall make the final determination as to whether the change can be implemented. Such committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three (3) days from the time the committee first considers it, unless a majority of the committee agrees otherwise. UCF and the CRA shall be jointly responsible for the payment of all approved change orders, regardless of whether the City or UCF initiated the request, such cost to be shared pro-rata based upon their respective financial contributions toward the Renovations pursuant to Exhibit D; provided, however, that neither the City nor CRA shall be responsible for the payment of any change order relating to tenant improvements, which cost shall be the sole responsibility of UCF.

2. UCF-Initiated Change Orders. During the course of construction of the Renovations if UCF requests a change order other than those change orders described in subsection 1 above which modifies the Plans approved by the City pursuant to subsection 8.B above, then UCF shall provide to the City a copy of the proposed change order for review and approval by the City which approval shall not be unreasonably withheld, conditioned or delayed. UCF shall issue a change order to the Contractor for any such change that is approved by both parties. UCF shall not issue any change order to the Contractor that has not been approved by both parties. UCF shall be responsible for the payment of all approved change orders requested by UCF pursuant to this subsection.

3. City-Initiated Change Orders. During the course of construction of the Renovations if the City requests a change order other than those change orders described in subsection 1 above which modifies the Plans approved by the City pursuant to subsection 8.B above, then the City shall provide to UCF a copy of the proposed change order for review and approval by UCF which approval shall not be unreasonably withheld, conditioned or delayed. UCF shall issue a change order to the Contractor for any such change that is approved by both parties. UCF shall not issue any change order to the Contractor that has not been approved by both parties. The City shall be responsible for the payment of all approved change orders requested by the City pursuant to this subsection.

E. Funding of Renovations.

1. **By CRA.** The estimated cost of the Renovations is \$6,333,171.00 as detailed in the Scope of Work (Exhibit D). The CRA agrees to pay UCF Four Million Three Hundred Eighty Four Thousand Six Hundred and Three Dollars (\$4,384,603.00; the "Redevelopment Funds") towards the cost of constructing the Renovations payable as provided below, which amount includes the CRA's funding of a portion of the design cost of the Renovations pursuant to the Funding Agreement for Professional Design Services Related to the Orlando Expo Centre Conversion effective September 29, 2004 between the CRA, UCF and the Foundation. The CRA shall disburse payments to UCF only after receipt of invoices and certification from UCF that the work for which payment is sought has been satisfactorily completed. UCF shall submit to the City's Public Works Director or his designee a single invoice each month, in a format mutually agreeable to the parties, incorporating the costs for construction of the Renovations incurred during the previous month. Such invoice shall be accompanied by copies of the invoices submitted to UCF by the Contractor which encompass UCF's invoice, and which clearly distinguish between costs of the Renovations and the costs of other improvements to the Leased Premises not included within the Scope of Work (Exhibit D). Each UCF invoice shall clearly document the work for which payment is sought. To receive payment, the construction must be performed in accordance with the City-approved Plans. Disbursement of the Redevelopment Funds will be made to UCF only after the City's approval of submitted invoices and verification of work completed in accordance with this Agreement. UCF shall provide to the City partial releases of lien from the Contractor, subcontractors, and suppliers for the portion of the work for which payment

is sought and UCF's performance of its obligations must be in compliance with the terms of this Agreement.

The CRA is providing the Redevelopment Funds to UCF for the express purpose of facilitating the redevelopment of the Expo Centre for the operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs, and the CRA's payment of such funds is contingent upon UCF's operation of the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs in substantial compliance with the Attendance Goals in Exhibit C, substantial compliance being defined as compliance with no less than 75 % of the Attendance Goals. If UCF fails to operate the Schools and, when necessary to achieve the Attendance Goals, other UCF instructional programs, in substantial compliance with the Attendance Goals for a period of two (2) consecutive years, then, the City and CRA may immediately terminate the Lease, and UCF shall be required to reimburse the CRA, pursuant to the following repayment schedule, a prorated portion of \$1,169,846.00, which amount represents the portion of the Reimbursement Funds paid by the CRA to UCF for the tenant improvements directly benefiting the Schools:

(a) If UCF fails to operate the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs in substantial compliance with the Attendance Goals during the first five (5) years of the Term, then UCF shall reimburse the CRA an amount equal to 80% of the Reimbursement Funds;

(b) If UCF fails to operate the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs in substantial compliance with the Attendance Goals during years 5 through 10 of the Term, then UCF shall reimburse the CRA an amount equal to 60% of the Reimbursement Funds;

(c) If UCF fails to operate the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs in substantial compliance with the Attendance Goals during years 10 through 15 of the Term, then UCF shall reimburse the CRA an amount equal to 40% of the Reimbursement Funds;

(d) If UCF fails to operate the Schools and, when necessary to achieve Attendance Goals, other UCF instructional programs in substantial compliance with the Attendance Goals during years 15 through 20 of the Term, then UCF shall reimburse the CRA an amount equal to 20% of the Reimbursement Funds;

(e) After year 20 of the Term UCF shall have no further obligation to reimburse the CRA for any portion of the Reimbursement Funds.

2. **By UCF.** UCF shall pay One Million Nine Hundred Forty Eight Thousand Five Hundred and Sixty-Eight Dollars (\$1,948,568.00) toward the costs of the Renovations.

3. **By City.** The City shall pay for the cost of permit and impact fees relating to the construction of the Renovations by means of credits, waivers, and/or direct payments.

F. **Retention.** UCF agrees that the CRA shall retain ten percent (10%) of each monthly invoice submitted for payment pursuant to subsection E above (the "Retention"). The Retention shall be withheld until the following conditions have been met:

- (i) final completion and acceptance of the Renovations by the City;
- (ii) City's receipt of the one-year warranty from the contractor;
- (iii) Releases of liens from the Contractor, subcontractors and suppliers;
- (iv) Receipt by the City of As-built drawings of the Renovations;
- (v) Issuance of a Certificate of Occupancy for the renovated Expo Centre;
and
- (vi) UCF's full compliance with all the terms and conditions contained in this Agreement relating to the design and construction of the Renovations.

G. **Access and Inspections.** In addition to personnel of the City's Permitting and Code Enforcement Division and Public Works Department, the City and CRA may have inspectors on-site observing the performance of the construction. They shall have complete access to the construction site at all times. Any construction work discovered or observed to be defective by either the City, CRA, UCF or the Contractor, as applicable, which is defective or otherwise non-conforming to the requirements of the City-approved Plans shall be promptly removed by UCF, through the Contractor, and replaced with conforming work. City and CRA personnel shall not, however, during such visits to the site or as a result of such observations of the construction work, supervise, direct or have control over the construction work, nor shall they have authority or responsibility for the means, methods, techniques, sequences or procedures of construction, or for safety measures and programs incident to the construction.

H. **Copies.** UCF shall provide copies and/or make available at City Hall for inspection, as required by the City, Plans, schedules, correspondence, change orders, reports, field transmittals, job logs, shop drawings, samples, testing data and reports and any other design or construction documents requested by the City.

I. **Insurance.** UCF shall require the Contractor to provide and maintain the following insurance with minimum coverage as stated during the term of construction and including the one year warranty period:

- a. General Liability \$2,000,000

- b. Automobile Liability \$ 500,000
- c. Worker's Compensation STATUTORY LIMIT

UCF shall require the Consultants who design the Renovations to provide and maintain professional liability insurance in the minimum amount of \$1,000,000 during the term of design and construction including the one-year warranty period. UCF shall require the Contractor to include the City and CRA as an additional insured on the general liability and automobile liability insurance and to provide a waiver of subrogation in favor of the City on the worker's compensation insurance. The City and CRA shall be listed as a certificate holder and the insurance certificates shall provide that the insurance coverage shall not be cancelled without at least 30 days prior written notice having been given to the City and CRA.

J. Payment and Performance Bonds. Prior to beginning construction of the renovations, UCF shall require the Contractor to obtain Performance and Payment Bonds with the minimum penal amount of each bond equal to the construction cost of the Renovations work on bond forms reasonably acceptable to the City. The surety must be authorized to issue surety bonds in Florida and must be listed in the current United States Department of the Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in the Federal Register. The City and UCF shall be listed as co-obligees on each bond. Since the Renovations are to be constructed upon public property, construction liens cannot be placed or filed upon the Leased Premises, and, if a claim of lien is filed, UCF shall take all actions necessary to remove the lien. The City shall not accept the Renovations, nor shall final payment by the CRA hereunder be made, until all such liens are removed.

K. Final Inspection. Upon completion of the construction of the Renovations, UCF shall conduct a final inspection with the Executive Director of the CRA and the Public Works Director of the City, or their respective designees. If the City and UCF both believe that all construction work is completed in conformance with the City-approved Plans, UCF shall submit a final completion certification to the City, accompanied by complete as-built drawings acceptable to the City Surveyor, a one year warranty from the Contractor on the labor and materials commencing upon the date of final completion and acceptance by City, and waivers and lien releases from OHA, the Contractor, subcontractors, and suppliers.

L. Warranty. UCF shall require the Contractor to provide a standard one-year warranty for the Renovations.

M. No Waiver of Regulatory Authority. UCF acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits and performing inspections which will be required in connection with the construction of the Renovations, and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority.

N. **Books and Records.** UCF shall keep complete books and records, including, but not limited to all invoices, receipts, statements of costs and records of payment and other supporting records relating to the renovation of the Building in auditable form in accordance with generally accepted accounting principles for no less than five (5) years after the date payment of all cost by the CRA to UCF have been made as provide herein. The City and CRA shall have the right, at their own expense, to conduct an audit of the foregoing records during normal business hours at the office at UCF where the records are stored and maintained. If, as a result of any such audit, it is established that the CRA has overpaid or paid for items outside the Scope of Work, UCF shall forthwith refund the amount owing the CRA, with interest thereon at a rate of eight percent (8%) per annum from the date such amount was overpaid.

9. Transfer of Title to the Leased Premises to Foundation/Option to Purchase.

A. **Transfer of Title to the Leased Premises to Foundation.** Provided that UCF complies with all terms and conditions of this Lease Agreement, including but not limited to, the completion and City approval of the Renovations, and the operation of the Schools within the Leased Premises in substantial compliance with the Attendance Goals, the City shall transfer fee simple title to the Leased Premises to the Foundation after the Schools are operating at full capacity, but no earlier than March 1, 2007. The City shall transfer title via a Special Warranty Deed recorded in the public records of Orange County, Florida. Such deed shall contain a reverter clause that requires that the property transferred be used for educational purposes or title to the property reverts to the City. At such time as title to the Leased Premises is transferred to the Foundation, this Lease Agreement shall automatically terminate and the parties shall be released of their obligations hereunder.

B. **Option to Purchase.** At any time prior to the City's transfer of title to the Leased Premises to the Foundation as provided in subsection A above, the Foundation shall have the option to purchase the Leased Premises from the City at a price mutually agreed to by the parties, and the Foundation may exercise such option by giving written notice of such exercise to the City (the "Notice of Exercise"). The City shall transfer title via a Special Warranty Deed recorded in the public records of Orange County, Florida. Such deed shall contain a reverter clause that requires that the property transferred be used for educational purposes or title to the property reverts to the City. At such time as title to the Leased Premises is transferred to the Foundation, this Lease Agreement shall automatically terminate and the parties shall be released of their obligations hereunder. Notwithstanding the foregoing sentence, UCF and the Foundation acknowledge the City's intent to lease Hall #200 and 300 to Expo Hotel Associates, Ltd., its successors or assigns, or other third party until such time as Hall #200 and #300 become part of the Leased Premises on March 1, 2007 pursuant to the Lease Schedule. Therefore, if the Foundation purchases the Leased Premises prior to March 1, 2007, then such purchase shall be subject to any then existing lease, license or similar agreement for the use of Hall #200 and 300. The term of any such lease, license, etc. shall expire on February 28,

2007, and the Foundation and UCF shall honor such lease, license, etc. up to such termination date. This provision shall survive the termination of this Lease Agreement.

10. Personal Property, Furniture and Equipment. In addition to the Renovations, UCF shall also furnish and install, at its sole cost and expense, any personal property, furniture and equipment reasonably necessary for the operation of the Schools (the "PPF & E"). UCF shall keep the PPF & E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of UCF during the term of the Lease. If the Lease expires or is terminated prior to UCF taking title to the Leased Premises as provided in section 9 above, UCF shall remove the PPF & E from the Leased Premises and shall repair any damage to the Leased Premises resulting from such removal. Any PPF & E not removed within thirty (30) days after UCF's receipt of a written request from the City to remove such PPF & E, shall be considered abandoned and automatically become the property of the CITY.

11. Repairs and Maintenance.

A. By City. For the period of time from the Lease Commencement Date to the earlier of March 1, 2007 or the Foundation's ownership of the Leased Premises, (the "City Maintenance Period"), the CITY, at its sole cost and expense, shall be responsible for the repair and maintenance of (i) the exterior walls, roof, and foundation, of the Building; and (ii) those portions of the Building not part of the Leased Premises according to the Lease Schedule. All items that the City is required to maintain and repair shall be maintained and repaired in a good, safe and sanitary condition during the City Maintenance Period, normal wear and tear excepted.

B. By UCF. During the City Maintenance Period, UCF, at its sole cost and expense, shall be responsible for the cost of repair and maintenance of the interior of the Leased Premises. At the end of the City Maintenance Period any and all repairs and maintenance of the interior and exterior of the Leased Premises shall be performed by UCF at its sole cost and expense. . All items that UCF is required to maintain and repair shall be maintained and repaired in a good, safe and sanitary condition throughout the term of the Lease, normal wear and tear excepted.

C. Common Area Maintenance (CAM) Expenses. During the City Maintenance Period, the City shall maintain and repair the Common Areas, plumbing, HVAC, electrical, doors, windows, plate glass, carpet, fixtures, fire extinguishers, sprinkler systems, exterior grounds and landscaping, and exterior and Common Area lighting. In addition, the City will provide or arrange for refuse collection, security, janitorial service to the Common Areas, utilities to the Common Areas, and pest control (except within UCF's food service areas). UCF shall reimburse the City a percentage of the cost of the services enumerated in this subsection based upon the ratio of the square footage of the Leased Premises compared to the gross leaseable area of the Building. To the extent that UCF receives Plant, Operations and Maintenance funds from the legislature for the Leased Premises, such funds shall be the first source of payment for the items described herein.

D. City Inspection. During the Lease term, the City shall be entitled to inspect the Leased Premises and Renovations twice per year and provide UCF with a written list of items requiring repair by UCF. UCF shall have thirty (30) days from its receipt of the list to repair all items on the list, unless the nature of such repair is such that it cannot be accomplished within 30 days, in which case UCF shall be allowed a reasonable period of time to make such repairs, provided UCF promptly and diligently pursues such repairs. The failure of UCF to repair the items within such time period shall be a breach of this Lease. The failure of the City to provide a list of repairs to UCF shall not relieve UCF of its maintenance and repair obligations.

12. Utilities. UCF shall be responsible for the cost of utilities for the Leased Premises. The cost of utilities for the Common Areas shall be jointly paid by the City and UCF as CAM expenses pursuant to section 11.C above.

13. Janitorial Service. UCF, at its sole cost and expense, shall provide janitorial service to the Leased Premises. During the City Maintenance Period the City shall provide janitorial service to the Common Areas, the cost of which shall be jointly paid by the City and UCF as CAM expenses pursuant to section 11.C above.

14. Pest Control. If UCF establishes food service at the Leased Premises, UCF, at its sole expense, shall engage exterminators to control vermin and pests on a monthly basis in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

15. Grease Traps and Recycling. If UCF establishes food service at the Leased Premises, UCF shall comply with the CITY's Oil and Grease Management Program per section 30.15 of the Orlando City Code (Code). UCF shall be responsible for the professional removal of grease to avoid spillage and for grease recycling of shortening. Grease Traps shall be provided and pumped in compliance with section 30.15 of the Code.

16. Signage. UCF may install appropriate signage to identify the Schools. All signage is subject to the sign regulations of the CITY and the Downtown Development Board (DDB) (if applicable). Since the Leased Premises is public property owned by the City, political campaign signs are prohibited on the Leased Premises pursuant to section 64.252.

17. Exclusive Use. UCF shall be entitled to exclusive possession and enjoyment of the Leased Premises, subject to the terms described herein.

18. Living Wage. During construction of the Renovations, UCF shall pay to all of its employees, Contractors and Consultants providing construction-related services to the Renovations, a living wage for the time spent providing such services (this provision does not include general administrative personnel). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA,

unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or UCF shall allow the City to audit (at their place of business) its payroll records to determine if compliance has been achieved.

19. MBE/WBE Participation. To the extent allowed by Florida law, UCF shall use its best efforts to encourage its Contractor and Consultants to meet the City's minimum goals for participation of City-certified minority business enterprises ("MBEs") and City-certified women business enterprises ("WBEs") in the design and construction of the Renovations in accordance with Articles II and III of Chapter 57 of the Orlando City Code. The City encourages UCF and its Contractor and Consultants to exceed the minimum MBE/WBE goals referenced above, and the City will assist in such effort to exceed the goals. UCF shall require its Contractor and Consultants to submit quarterly reports in a format acceptable to the City and the MBE/WBE Department, documenting MBE/WBE firms used, their scopes of work, dollar value of contracts, work performed to date, and dollar amounts paid to date. The initial report shall be submitted to the City's MBE Director within forty-five (45) days of the Effective Date.

At the City's sole risk and expense, a City MBE/WBE Compliance Officer may visit the job site and may interview firms and employees in order to observe and document participation by MBE/WBE firms and minority and women employees.

20. Termination. This Lease Agreement may be terminated:

A. By UCF if the City fails to perform any of its obligations under this Lease, and does not remedy the failure within thirty (30) calendar days after receipt by the City of written demand from the UCF to do so;

B. By the City or CRA if UCF fails to perform any of its obligations under this Lease, and does not remedy the failure within thirty (30) calendar days after receipt by UCF of written demand from the City to do so;

If the Lease expires or is terminated prior to the City's transfer of fee simple title to UCF as provided in section 9 above, then UCF shall peacefully deliver up to the City possession of the Leased Premises together with the Building and other improvements thereon, in good condition and state of repair, reasonable wear and tear excepted, which Building and other improvements shall become the property of the City.

21. Indemnification.

A. **UCF's Indemnification of City.** To the extent provided by Florida law, UCF hereby agrees to indemnify, defend and hold harmless without limit the City, its' officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees before and at trial and on appeal, of any kind and nature arising or growing out of or in any way

connected with UCF's use of the Leased Premises, operation of the Schools, construction of the Renovations, or performance of this Lease, caused by, resulting from or arising out of any act or omission of UCF, its agents, or employees.

B. City's Indemnification of UCF. To the extent provided by Florida law, the City hereby agrees to indemnify, defend and hold harmless UCF, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees before and at trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the City's failure to comply with its obligations under this Lease caused by, resulting from or arising out of any act or omission of City.

22. Insurance

A. UCF, at its own expense, shall keep in force and at all times maintain State Self Insurance as provided by law and shall provide City with a statement of insurance evidencing such self insurance.

B. During the City Maintenance Period, the City shall provide property/casualty insurance for the full value of the Building through its self-insurance program and shall provide UCF with a statement of insurance evidencing such insurance.

23. Compliance With Laws

A. UCF shall comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations relating to the its use and maintenance of the Leased Premises, the operation of the Schools, and the design and construction of the Renovations pursuant to this Lease, including, but not limited to, the Florida Building Code (FBC), and the Americans With Disabilities Act (ADA). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be UCF's responsibility.

B. The City shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the Leased Premises.

C. UCF shall obtain all certificates, permits, and other approvals that may be required by any federal, state, or local authority for the operation of the Schools and the construction of the Renovations. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be UCF's responsibility.

24. Taxes and Assessments. The payment of all applicable real estate and personal property taxes relating to the portion of the Building that are part of the Leased Premises according to the Lease Schedule, including any taxes on the Leasehold, improvements and PPF&E, shall be the sole responsibility of UCF, subject to any

exemptions or immunity from the payment of such taxes under Florida Law. The City shall be responsible for the payment of the annual City Stormwater Utility Fee imposed upon the Leased Premises during the City Maintenance Period.

25. Damage or Destruction of Leased Premises. If the Leased Premises or any portion thereof are destroyed or damaged the City shall immediately take such action as is necessary to assure that the Leased Premises (or any portion thereof) do not constitute a nuisance or otherwise present a health or safety hazard. If the destruction or damage is such that it materially hinders effective use of the Leased Premises as a School, then UCF may elect to either (1) require the City to repair or reconstruct the Leased Premises using the insurance proceeds of the City's self-insurance if the damage is a covered loss, or (2) repair or reconstruct the Leased Premises using the insurance proceeds of UCF's self-insurance or at UCF's sole cost and expense if the damage is not covered by the City's self-insurance, or (2) terminate this Lease by giving thirty (30) days written notice to the City.

In the event that UCF elects to terminate the Lease, then UCF shall promptly remove the PPF&E from the Leased Premises and vacate the Leased Premises. If UCF chooses terminate the lease, then the CITY, as the named insured, shall retain any insurance proceeds payable as a result of such damage or destruction under policies required by section 20 of this Lease. After the first twenty (20) year term, the City shall have no obligation to reconstruct or repair damage to the Leased Premises

26. Condemnation.

A. Total Condemnation. If all of the Leased Premises, and the improvements located thereon, are taken by the exercise of the power of eminent domain, this Lease shall terminate as of the date the condemnor takes possession, and all payments due pursuant to the provision of this Lease shall be prorated accordingly. The entire compensation award attributable to the Leased Premises taken shall belong to the Landlord. UCF shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by UCF in UCF's own right on account of any and all damage to UCF's business by reason of any condemnation and for or on account of any cost or loss to which UCF might be put in removing or relocating UCF's business, PPF & E.

B. Partial Condemnation. If more than twenty-five percent (25%) of the Leased Premises at the time, are taken by the exercise of the power of eminent domain (herein referred to as "**Partial Condemnation**"), UCF shall have the right to terminate this Lease if the remaining portion of the Leased Premises not condemned (including the improvements located thereon) are such that their continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. The option to terminate herein granted shall be exercised in writing by UCF within sixty (60) days after UCF shall have received written notice of the date of the taking of possession by the applicable condemning authority. Termination shall be effective on the date of the taking. Upon termination, all payments due pursuant to the provisions of this Lease shall be prorated accordingly. The entire

compensation award attributable to the Leased Premises taken shall belong to the Landlord. UCF shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by UCF in UCF's own right on account of any and all damage to UCF's business by reason of any condemnation and for or on account of any cost or loss to which UCF might be put in removing or relocating UCF's business, PPF & E.

C. Cooperation in Making Claims. The City and UCF shall, in connection with any eminent domain proceedings, cooperate in making all claims for damages and bringing suit or action.

27. Advertising and Promotion. UCF and City shall not use the other's name or logo in advertising or promoting the Schools without the other's prior, written consent

28. Mortgage By UCF.

A. Mortgage. UCF may, provided that UCF is not then in default hereunder, execute a leasehold mortgage upon UCF's interest in the Leased Premises pursuant to this Lease through an institutional lender (Lender) as security for the payment of a note, and any renewal or extensions thereof, or substitution of lenders or refinancing, to be executed by UCF upon the following terms and conditions:

(i) the CITY shall not be obligated for the payment of any such loan or any part thereof.

(ii) the note and mortgage shall provide that in the event of any default as to the terms and provisions of the note and mortgage which would permit the Lender to accelerate the loan balance, the Lender shall be obligated to give the CITY written notice of such default at least ten (10) days prior to any action to foreclose against the mortgage.

(iii) the proceeds of the loan shall be used solely to pay for development and construction costs, loan expenses and other related costs with respect to the Renovations or other improvements to be made upon the Leased Premises.

B. Notice and Right to Cure. The City shall give simultaneous written notice to Lender of any default by UCF under this Lease and shall give the Lender the same period of time to cure the default as is granted to UCF under the Lease. All notices to Lender shall be sent in the same manner as required by section 31 below to such address as the Lender may designate in writing to the City. If the Lender forecloses its mortgage and acquires UCF interest in the Leased Premises, then the Lender shall become "UCF" under the Lease. Nothing contained herein shall obligate the Lender to cure any default of UCF.

29. Estoppel Certificate. Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party deliver to the requesting party a statement in writing certifying whether (a) the Lease is in full force or has been

36. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the CITY and UCF.

37. Non-Waiver; Remedies Cumulative. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

38. Construction of Language. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning. Each party has participated extensively in the negotiations concerning and drafting of this Lease, and each has been represented by legal counsel.

39. Business Day. Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be the first business day following such Saturday, Sunday or legal holiday.

40. Commission. The City, CRA, and UCF represent and warrant to each other that neither party has engaged, employed nor dealt with any broker in connection with this Lease.

41. Miscellaneous.

A. The CITY and UCF represent that each, respectively, has full right, power, and authority to execute this Lease.

B. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein

C. This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this Lease shall be Orange County, Florida.

D. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

E. This Lease may be amended or modified at any time during the term of the Lease by the mutual, written agreement of the parties.

F. Time is of the essence with respect to all provisions of this Lease, including the performance of all obligations of the parties provided for herein.

This Lease has been executed by the parties as of the date set forth above.

SIGNATURES BEGIN ON NEXT PAGE

CITY OF ORLANDO, FLORIDA

By: [Signature]
Mayor Pro Tem

Attest:
By: [Signature]
Alana C. Brenner, City Clerk

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

October 15, 2004.
[Signature]
Assistant City Attorney

COMMUNITY REDEVELOPMENT
AGENCY

By: [Signature]
Buddy Dyer, Chairman

Attest:
By: [Signature]
William F. Billingsley, III, Executive Director

SIGNATURES CONTINUED ON NEXT PAGE

UNIVERSITY OF CENTRAL FLORIDA

By: [Signature]
Dr. Terry L. Hickey
Provost

Legal Content Approved

[Signature], 10/11/04

ATTEST:

By: [Signature]
Dr. Kathryn J. Seidel
Dean, College of Arts and Sciences

UNIVERSITY OF CENTRAL FLORIDA
FOUNDATION, INCORPORATED, as fiscal agent

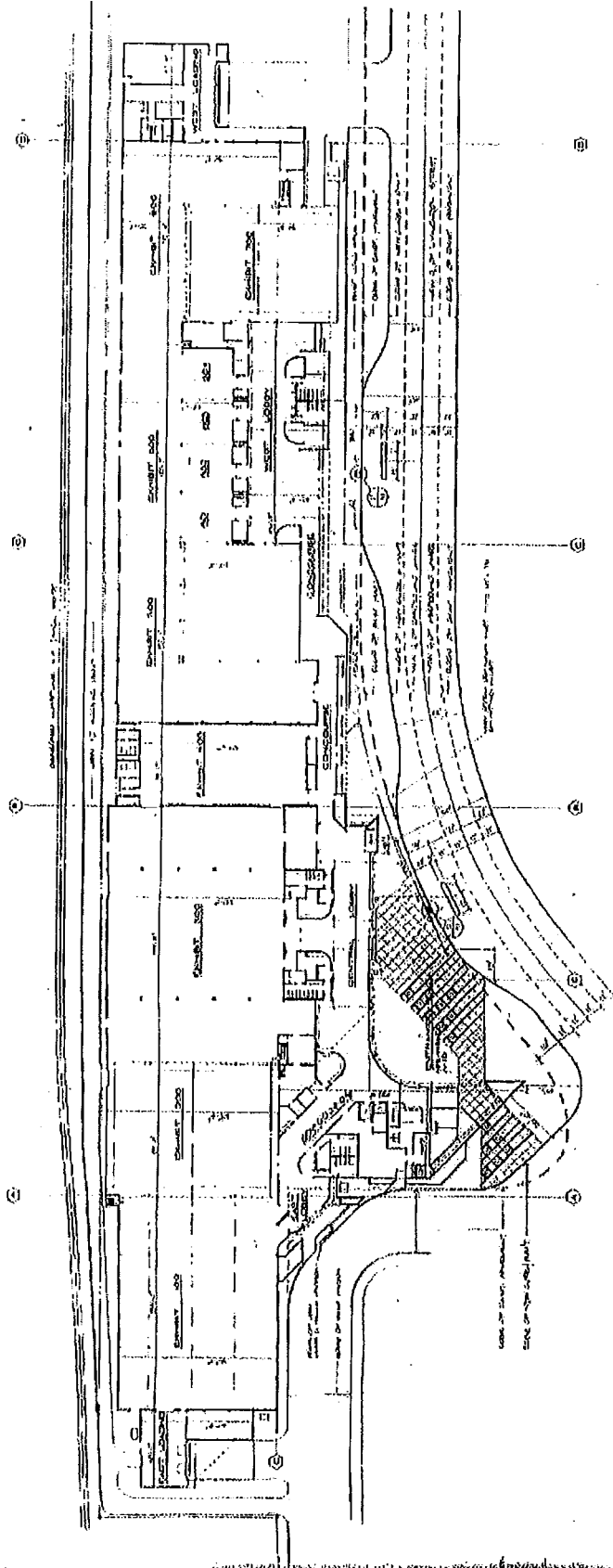
By: [Signature]
Name: ROBERT J. HORNES, JR.
Title: C.F.O.

ATTEST:

By: [Signature]
Name: Margaret Jarrell Cole
Title: Legal Counsel

EXHIBIT A
LEASED PREMISES

Exhibit A



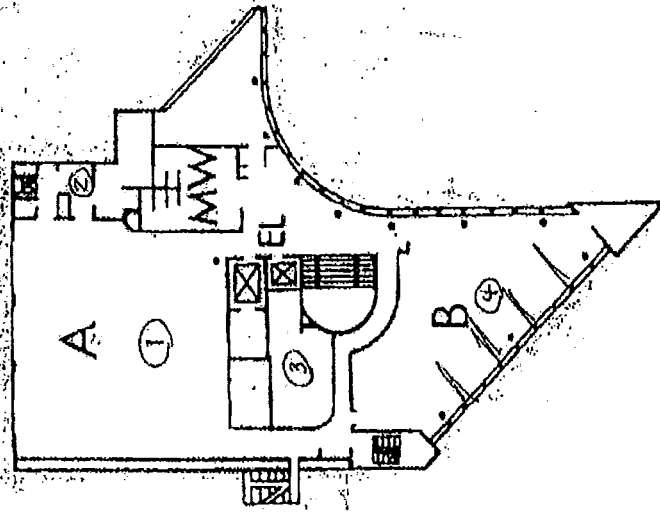
MASTER FLOOR PLAN
NORTH

Exhibit A
PHASE I (continues) TIME ASAP

COMS SPACE

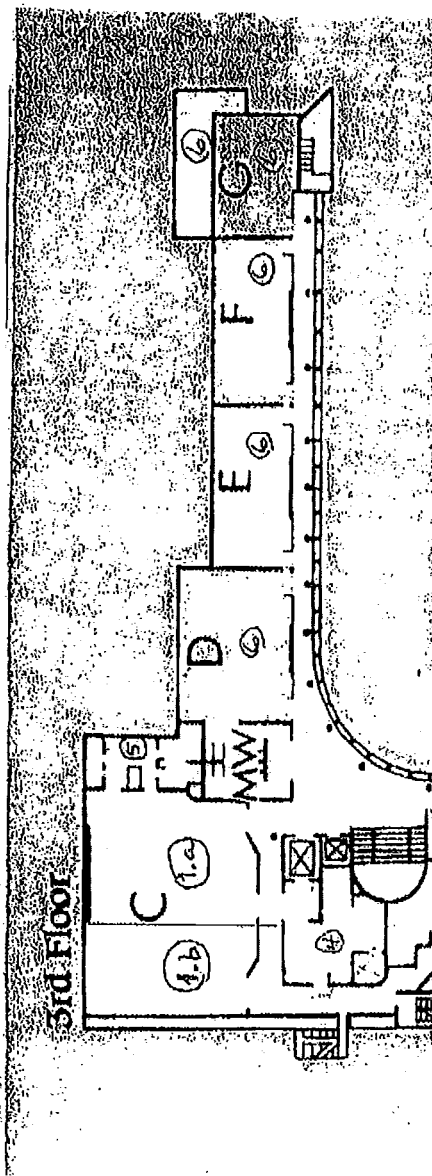
SECURITY OFFICES

2ND FLOOR



- 1. COMS research lab
(See page 4 for layout)
- 2. Tech Support
(demo kitchen facilities,
distributed power, networking
telephones)
- 3. Tech Staff - 3 stations
(demo temporary wall)
- 4. Faculty offices - create
as many as possible using
approximately 140 sq. ft for
site with glass exposure as
much as possible - floor to
ceiling for privacy/security

Exhibit A
 PHASE I: TIME ASAP
 SFDM SPACE



- 1a - classroom 1200± sqft
- 1b - office area/modular furniture (distributed power, networking, telephones)
- 2 - executive office (2 walls, door, glass on one wall)
- 3 - administrative office (2 walls, door, glass on one wall)
- 4 - admin support facilities and breakroom
- 5 - classroom support (demo kitchen facilities, distribute power)
- 6 - visual language labs (distributed power, networking)

50 people
 on
 level

2.