



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: February 1, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Ana Alves, Sr. Acquisition Agent *AA/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of First Renewal and Amendment to Agreement and Interlocal Agreement between Seminole County, Orange County, and the University of Central Florida concerning the Lease of Fire Station 65, and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the lease, as needed.

PROJECT: Fire Station 65 - UCF
First Renewal and Amendment to Agreement and Interlocal Agreement
Lease File #4040

District 5

PURPOSE: To continue to provide for a fire station, inclusive of office space and an emergency fire training facility, for Orange and Seminole counties at the University of Central Florida ("UCF").

ITEMS: First Renewal and Amendment to Agreement and Interlocal Agreement
Cost: \$0
Size: 900 square feet
Term: 20 years
Options: One, 30-year renewal

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Fire Rescue Department

REMARKS: Orange County jointly entered into a Lease Agreement with Seminole County to lease property from UCF for the construction of a fire station on UCF property (Fire Station 65), approved by the Board on October 20, 1992 ("Lease"). The purpose of the Lease was to provide for a joint use fire station and classroom facility. The Lease was for a term of 30 years which will expire on February 24, 2023. Orange and Seminole counties also entered into an Interlocal Joint Fire Station Agreement to delineate the duties of the operation and maintenance of the joint fire station, approved by the Board on June 15, 1993.

This amendment exercises the first renewal of the Lease for an additional 20 years, acknowledges that certain provisions of the Lease have been satisfied related to the construction and payment of construction of the facility, updates the insurance and indemnification clause, and adds pertinent clauses related to radon gas disclosure, dispute resolution, employee status, notice, governing law, and venue clauses.

FEB 21 2023

**FIRST RENEWAL AND AMENDMENT TO AGREEMENT
AND INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY, ORANGE COUNTY, AND
THE UNIVERSITY OF CENTRAL FLORIDA
CONCERNING THE LEASE OF FIRE STATION 65**

THIS FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "**SEMINOLE**," **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor Orlando, FL 32801, in this Agreement referred to as "**ORANGE**," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg 16A, Orlando, Florida 32816, in this Agreement referred to as "**UNIVERSITY**."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the lease of UNIVERSITY property for the construction of a Fire Station and Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "Lease Agreement") for the lease of the property described in Exhibit A to the Lease Agreement (the "Leased Premises"); and

WHEREAS, SEMINOLE and ORANGE, but not UNIVERSITY, entered into that certain Interlocal Joint Fire Station Agreement dated June 21, 1993 for the joint use of the UNIVERSITY property for a fire station (“Prior Interlocal”); and

WHEREAS, the Lease Agreement is set to expire February 24, 2023; and

WHEREAS, pursuant to Section 1 of the Lease Agreement, the Agreement is renewable for an additional term of twenty (20) years; and

WHEREAS, SEMINOLE, ORANGE, and UNIVERSITY desire to renew the Lease Agreement for an additional term of twenty (20) years.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE’s respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Lease Agreement of Fire Station 65 (the “Lease Agreement”).

(a) The Lease Agreement is attached to the instant Agreement as Exhibit “1” and is incorporated by reference.

(b) Pursuant to Section 1 of the Lease Agreement, SEMINOLE, ORANGE, and UNIVERSITY hereby mutually agree to renew the Lease Agreement for an additional twenty (20) years through February 24, 2043.

(c) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that Sections 2, 3, 5, and 6 of the Lease Agreement have been fully performed to the satisfaction of all parties. All other Sections of the Lease Agreement remain in full force and effect except as modified by the instant Agreement.

(d) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that no rent will be paid under the Lease Agreement.

(e) **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2022), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

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

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Agreement.

(f) In the event of conflict between the Lease Agreement and the instant Agreement, the instant Agreement will control.

(g) Section 10 of the Lease Agreement is deleted and replaced with Section 5 of the instant Agreement.

Section 3. Interlocal Joint Fire Station Agreement (the "Prior Interlocal"). The Prior Interlocal concerning the day-to-day operation of the fire station will continue to be a matter solely between ORANGE and SEMINOLE and not involving UNIVERSITY.

Section 4. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 5. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising

out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or

results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(d) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a), (b), and (c) above where the negligence of more than one party and their respective servants, agents, employees, or assigns are involved.

(e) Nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE, ORANGE, and UNIVERSITY beyond the waiver provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(f) The waiver of any provision in this Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 6. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to SEMINOLE or UNIVERSITY's officers and employees either by operation of law or by SEMINOLE or UNIVERSITY. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ORANGE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or UNIVERSITY's officers and employees either by operation of law or by ORANGE or UNIVERSITY. Persons employed by UNIVERSITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ORANGE or SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or SEMINOLE's officers and employees either by operation of law or by ORANGE or SEMINOLE.

Section 7. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to SEMINOLE:

Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773
Tel: 407-665-5280

With copies to:
Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:

Orange County, Florida
Attn: Manager, Real Estate Management Division
400 East South Street 5th Floor Orlando, Florida 32801

With copies to:
Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
P.O. Box 1393
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop, Bldg 16A
Orlando, FL 32816

With copy to:
Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 8. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Orange County, Florida.

Section 9. Parties Bound. This Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 10. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in

the performance of its obligations pursuant to this Agreement with the other parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other parties to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 11. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 8 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such

attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 12. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Agreement and the attached Lease Agreement, which together supersede all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Agreement, except for the Prior Interlocal and any amendments to it between ORANGE and SEMINOLE only.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

Section 13. Assignment or Sublease. The instant Agreement may not be assigned and the Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 14. Severability. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 15. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to

comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which a non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 16. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 17. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 19. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret, or construe any provision of this Agreement.

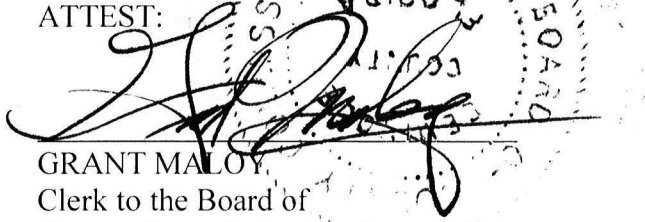
Section 20. Effective Date. The Effective Date of this Agreement will be February 24, 2023.

Section 21. Term. The term of this Agreement begins on the Effective Date and continues as long as the Lease Agreement remains in effect, subject to the termination provisions set forth in Section 13 of the Prior Interlocal as such Prior Interlocal may be amended.

[Balance of this page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:


GRANT MALOY

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

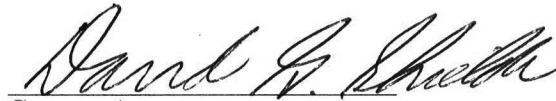
By: 
AMY LOCKHART, Chairman

Date: 2/14/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its February 14,
2023, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 13]



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Brooks
Jerry L. Demings
Orange County Mayor

Date: 21 February 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: Jennifer Lara-Klimetz
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

[Balance of this page intentionally blank; signatory page continues on Page 14]

ATTEST:

Danielle James
Signature

Danielle Sarris
Print Name

Shelly King
Signature

Shelly King
Print Name

Attachments:

Exhibit 1 – Lease Agreement

UNIVERSITY OF CENTRAL FLORIDA
OF TRUSTEES

By: [Signature]
JOHNATHAN VARNELL, Vice President
of Facilities & Business Operations

1/27/23
Date

DGS/dsk
1/20/2023

T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Interlocal Agreement - Orange Seminole UCF - ILA - Fire Station 65 (v.3) (final).docx

OCT 26 1992

PD-30

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 19 92, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE," ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE" and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, whose address is 4000 Central Florida Boulevard, Orlando, Florida 32826, hereinafter referred to as "UNIVERSITY."

WITNESSETH:

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, which is also known as McCulloch Road; and

WHEREAS, both SEMINOLE and ORANGE desire to establish a fire station to serve this area, and UNIVERSITY agrees to make such land available to them; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this agreement for the benefit of each party and to ensure the efficient and effective provision of fire protection and related services to the area hereinafter defined; and

WHEREAS, this agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between SEMINOLE, ORANGE and UNIVERSITY as follows:

Section 1. Term of lease, location. UNIVERSITY agrees to lease the property identified in Exhibit A to SEMINOLE and ORANGE for an initial term of thirty (30) years commencing on the execution of this Agreement by the parties. This Agreement shall be renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. Subsequent to the additional renewal term, this Agreement may be renewed for additional 30 year terms upon mutual agreement of SEMINOLE, ORANGE, and the Board of Trustees of the Internal Improvement Fund acting for and on behalf of the UNIVERSITY. Upon termination of this Agreement and any extensions thereto, ownership of the improvements made to the property shall revert to UNIVERSITY.

Section 2. Construction of Fire Station. SEMINOLE and ORANGE agree to construct a fire station on the property identified in Exhibit A. Construction shall begin as soon as is practicable after the date of execution of this Agreement. An approximate date of completion shall be agreed upon by the parties upon commencement of construction of the fire station. UNIVERSITY retains the right to review and approve the design of the building which must conform to the design and construction standards of buildings constructed for UNIVERSITY use. The parties agree that there shall be no changes to the appearance of the facility without the specific approval of UNIVERSITY, which approval shall not be unreasonably withheld.

Section 3. Emergency Fire Training Facility. The design criteria to be utilized for the fire station shall include an emergency fire training facility measuring approximately nine hundred (900) square feet. SEMINOLE and ORANGE agree to design and construct the emergency fire training facility and parking, within budgetary and size constraints, in accordance with suggestions provided by the Institute for Simulation and Training, hereinafter referred to as "IST," for the purpose of creating a model state-of-the-art simulation and training center for fire and emergency personnel. If any expansion of the emergency fire training facility space is needed to accommodate UNIVERSITY, UNIVERSITY will pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

Section 4. Utilization of Emergency Fire Training Facility. UNIVERSITY, SEMINOLE and ORANGE agree to cooperate in the establishment of formal courses of study involving fire science and related topics, and agree that the facility would provide an appropriate place where such instruction could be conducted. Upon completion of construction, SEMINOLE and ORANGE shall lease, to UNIVERSITY, for a sum of ONE DOLLAR (\$1) and upon such terms and conditions as agreed to by the parties, the emergency fire training facility for purposes of instruction in appropriate fire safety and related subjects. UNIVERSITY shall be responsible for all costs of equipment to be used in the emergency fire training facility, and shall be responsible for the plant operations and maintenance of the emergency fire training facility from funds allocated for that purpose. UNIVERSITY agrees that SEMINOLE and ORANGE shall not be responsible for any costs of operation and maintenance of the emergency fire training facility. UNIVERSITY agrees to make available to SEMINOLE and ORANGE expertise in the field of training and education, including the expertise of the IST. UNIVERSITY shall make such training or courses of instruction available to SEMINOLE and ORANGE on the same basis as other programs of instruction offered by UNIVERSITY. On joint projects when outside expenses are to be incurred by IST, contribution by SEMINOLE and ORANGE shall be mutually agreed upon by UNIVERSITY, SEMINOLE and ORANGE prior to such expenditure being incurred by IST. Nothing contained in this Section shall be deemed to take precedence over the primary function of the fire station as an instrument of public safety serving the general public.

Section 5. Construction of Access Road; Provision of Parking and Off-site Retention. UNIVERSITY agrees to construct and improve the western two lanes of the planned access road from McCulloch Road to the University, to extend, as a minimum, along the western boundary of the property leased to SEMINOLE and ORANGE. This road shall be constructed, improved and maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY further agrees to provide off-site retention as required to accommodate the construction of the fire station and emergency fire training facilities.

Section 6. Consideration. As consideration for the provision of a site to house the fire station, SEMINOLE and ORANGE agree to provide the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS (\$204,000.00), which is the cash equivalent of the agreed upon value of a two-acre site on the property identified in Exhibit A. This sum shall be split equally between SEMINOLE and ORANGE and shall be payable by SEMINOLE and ORANGE to UNIVERSITY on a mutually agreed upon date and time prior to the commencement of construction.

Section 7. Inter-local Agreement. SEMINOLE and ORANGE agree that they will develop an inter-local agreement which will delineate the terms through which the fire station will be operated by SEMINOLE and ORANGE. The UNIVERSITY's campus shall be considered to be within the fire protection area served by SEMINOLE and ORANGE and the inter-local agreement will reflect the obligation of SEMINOLE and ORANGE to provide such protection.

Section 8. Activities inconsistent with UNIVERSITY functions. SEMINOLE and ORANGE agree that there shall be no use of the fire station for purposes which are inconsistent with the activities for the UNIVERSITY or which would unreasonably impinge upon the UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities which are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration herein, the scope of activities of a fire station and agrees that such activities shall not be deemed a breach of this section.

Section 9. State of Florida approval. The UNIVERSITY shall secure the approval of this agreement by those agencies of the State of Florida whose approval is necessary. This agreement is contingent upon the securing of required approvals by the UNIVERSITY. Costs associated with surveying, soil testing, engineering, and other activities related to the construction of the facility shall be borne by SEMINOLE and ORANGE. If for any reason the site chosen for the fire station is not suitable for such use, this Agreement shall be considered null and void and all parties shall be released from any obligations hereunder, and any payment of the consideration enumerated in Section 6 made by SEMINOLE and ORANGE to UNIVERSITY shall be returned to SEMINOLE and ORANGE at that time.

Section 10. Indemnification. Each party to this agreement shall be liable in accordance with appropriate law for its own activities. Activities related to IST training and the use of the emergency fire training facility by UNIVERSITY shall be considered under the control of UNIVERSITY for the purposes of this Agreement.

Section 11. Governed by Florida law. This agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

ORANGE COUNTY, FLORIDA

Martha O. Haynie
Martha O. Haynie, County Comptroller
As Clerk to the Board of County
Commissioners

By:

Mable Butler
H.K. THW County Chairman

By:

[Signature]
Asst. Deputy Clerk

Date:

OCT 20 1992

For the use and reliance
of Orange County only.
Approved as to form and
legal sufficiency.

[Signature]
Asst. County Attorney

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of
the Board of Regents of the
State of Florida.

WITNESS:

[Signature]
Sandra L. Schellon

By:

Date:

[Signature]
2/8/93

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By:

[Signature]
ROBERT J. STURM, Chairman

Date:

10-28-92

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at their Oct. 27
1992, regular meeting.

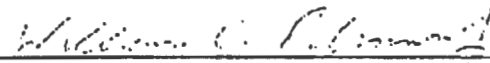
[Signature] 10/28/92
County Attorney

Consented to by the Trustees on 24th day of February,
1993.

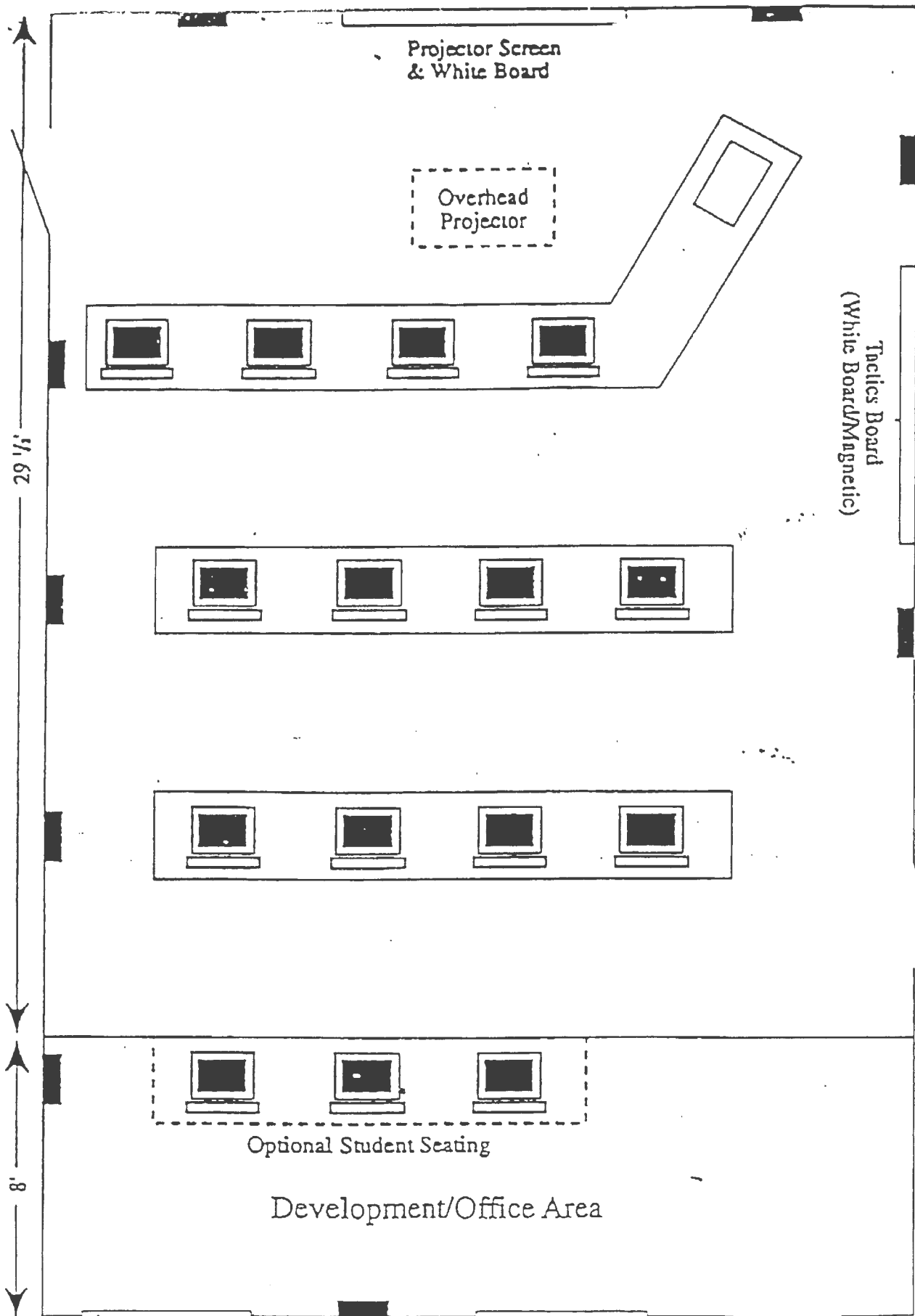


DIRECTOR, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

Approved as to Form and Legality

By: 

DNR Attorney

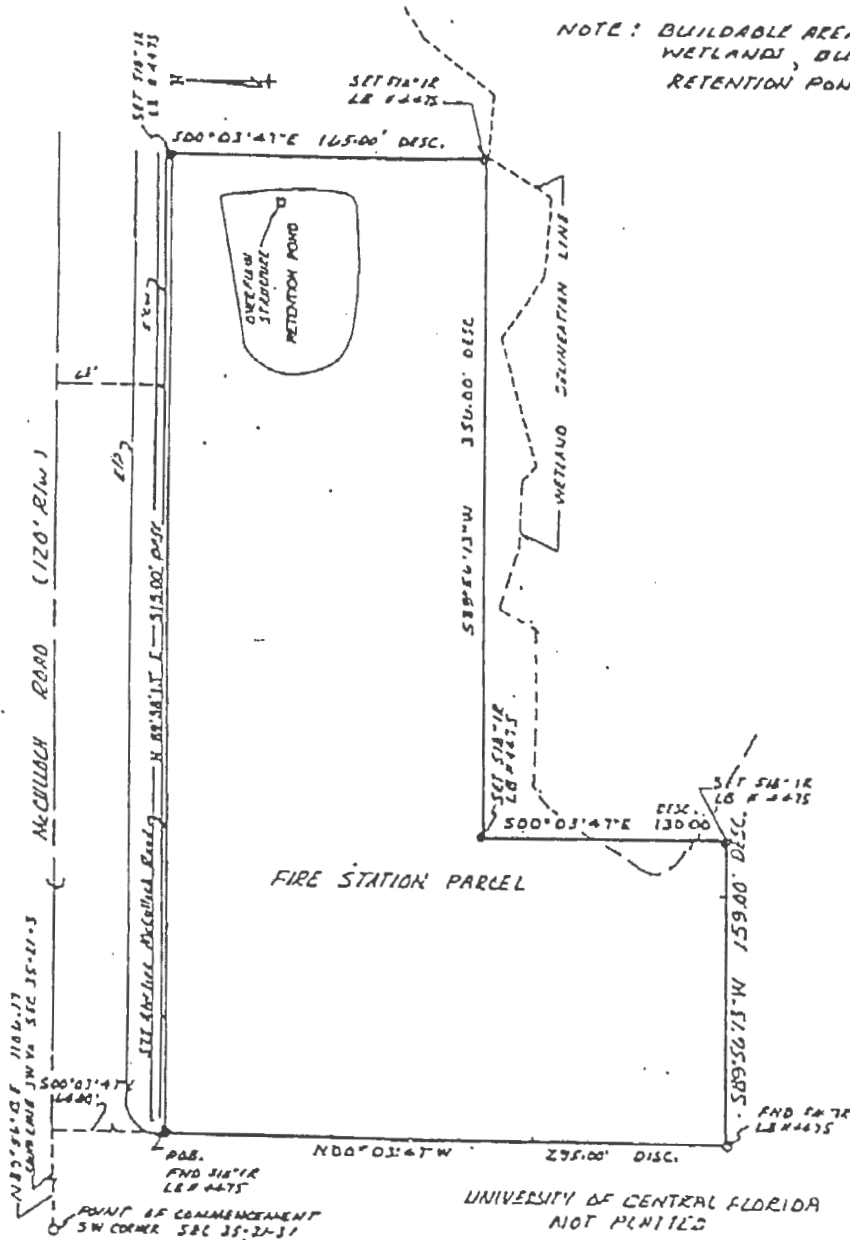


A part of the Northwest Section 2, Township 22 South, Range 31 East, Orange County, Fla.

Commence at the Southwest corner of Section 25, Township 22 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 42, Pages 81, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence S81°56'12"E along the South line of the Southwest 1/4 of said Section 25 a distance of 1104.17 feet; thence S00°03'47"E a distance of 50 feet to the Southern right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence S81°56'12"E a distance of 815.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S81°56'12"E a distance of 356.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S81°56'12"E a distance of 159.00 feet; thence S00°03'47"E a distance of 295.00 feet to the Point of Beginning.

Containing 2.425 acres more or less.

NOTE: BUILDABLE AREA EXCLUDING WETLANDS, BUFFER AND RETENTION POND = 2.27 AC



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEP 10, 2003 THIS BUILDING SITE IS NOT IN A FLOOD HAZARD AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. 17-00-0010A, EFFECTIVE DATE 05-18-97.

SCALE: 1" = 20' DRAWN BY: RJ

REVISIONS: 1. REVISED DESCRIPTION 9-14-03 2. REVISED DISTANCE 9-14-03

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE "HIGHEST TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 119, F.S., FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 476.07, FLORIDA STATUTES.

Frank A. Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ADP - ADJUSTED	CH - CONCRETE BLOCK WALL
BL - BOUNDARY LINE	CM - CONCRETE MASONRY
CC - CONCRETE	ED - EXISTING
CF - CONCRETE FOOTING	ET - EXISTING TAILWATER
CK - CONCRETE CURB	IN - INTERIOR
CL - CONCRETE CURB	CR - CONCRETE
EP - EXISTING PAVEMENT	FT - EXISTING FLOOR ELEVATION
FL - FENCE OR LINE	FM - FENCE
IR - IRON ROD	IP - IRON PIPE
LC - CONCRETE LOGS	KL - KILN DRIED LUMBER
ML - METAL ROD	KL - KILN DRIED LUMBER
PC - POINT OF COMMENCEMENT	PI - POINT OF INTERSECTION
POB - POINT OF BEGINNING	PT - POINT
RP - RIGHT OF WAY	TP - TYPICAL
UL - UTILITY LOCATOR	W - WOOD FENCE

Exhibits "A" & "B"