

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 1992, 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
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. Shannon

By:

Date:

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. STORM, 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 22
1992, regular meeting.

[Signature]
County Attorney

Consented to by the Trustees on
1993.

24th day of February



DIRECTOR, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

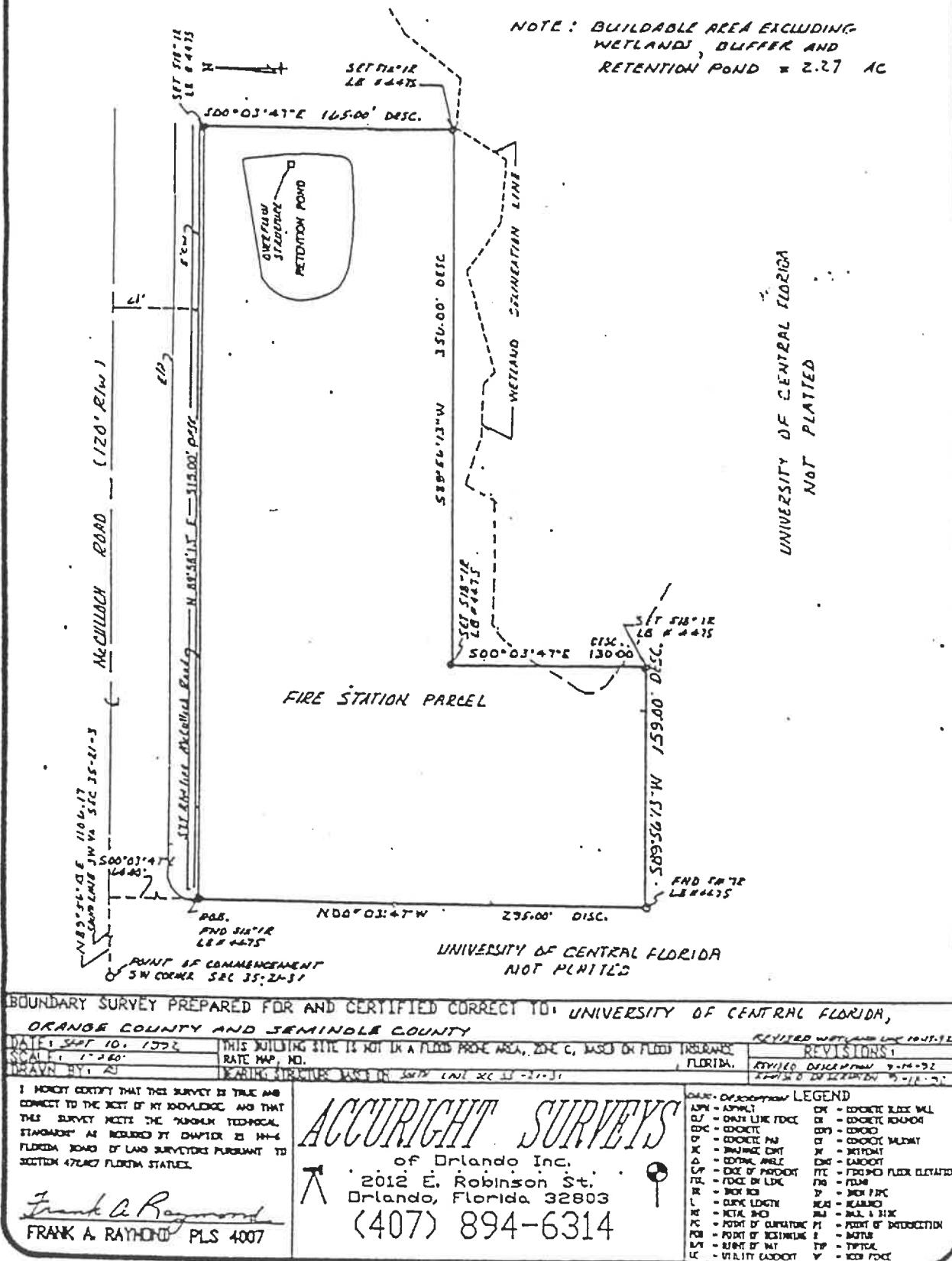
Approved as to Form and Legality

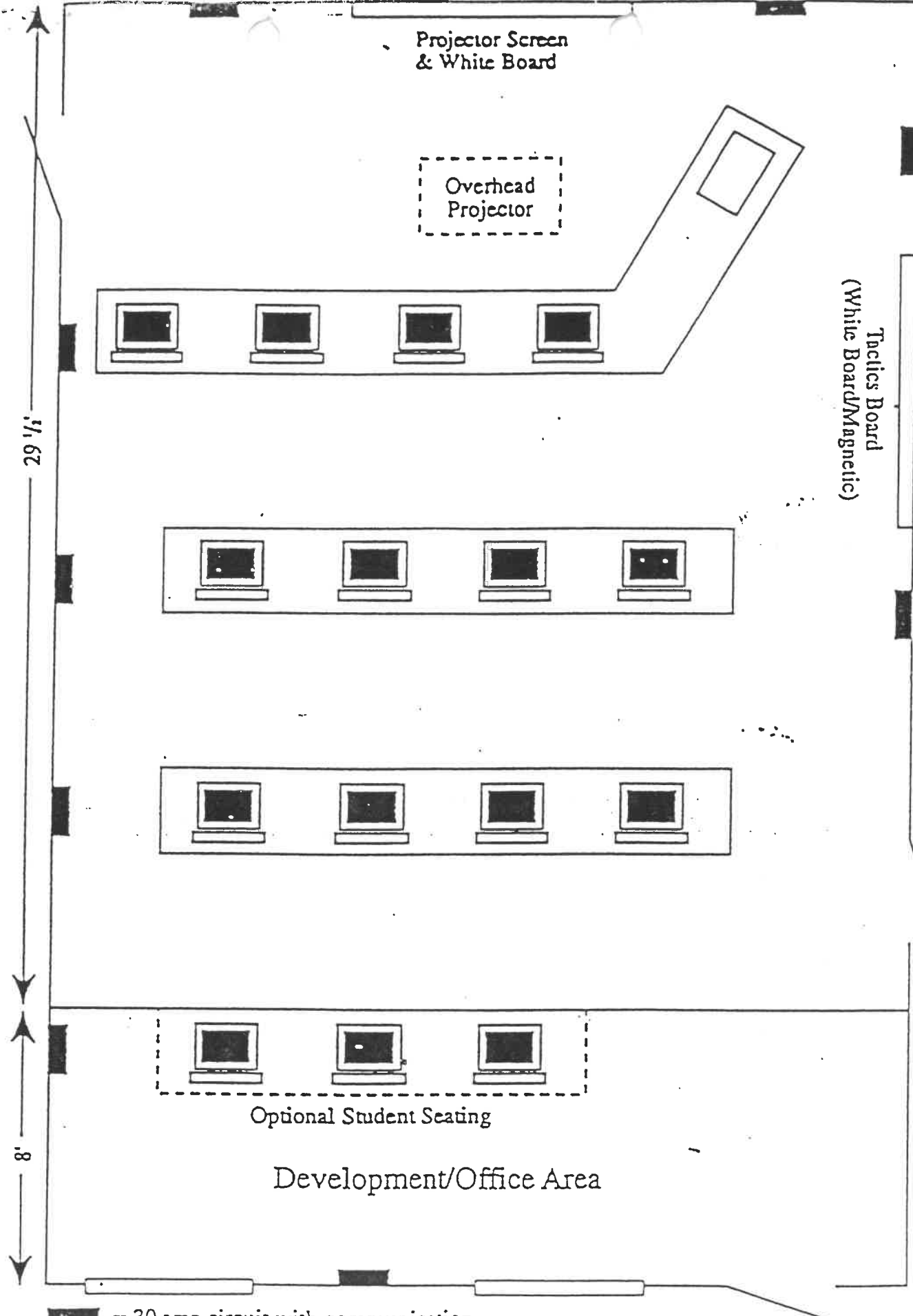
By: William C. Fleming
DNR Attorney

A part of the Northwest 1/4, Section 2, Township 22 South, Range 31 East, Orange County, Fla.


Commence at the Southwest corner of Section 25, Township 21 South, Range 31 East, as shown on the Plat of Lochwood Boulevard as recorded in Plat Book 42, Pages 88, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence S83°56'13"E along the South line of the Southwest 1/4 of said Section 25 a distance of 1106.17 feet; thence S00°02'47"E a distance of 80 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence S83°56'13"E a distance of 515.00 feet; thence S00°02'47"E a distance of 165.00 feet; thence S83°56'13"E a distance of 355.00 feet; thence S00°02'47"E a distance of 130.00 feet; thence S83°56'13"E a distance of 155.00 feet; thence S00°02'47"E a distance of 235.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.





2465-5249

 = 30 amp circuit with communication

1/2 part of the Northwest 1/4 Section 2, Township 22 South, Range 31 East, Orange County, . . .

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lochwood Boulevard as recorded in Plat Book 42, Pages 88, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence S89°56'13"W along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 68 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence S89°56'13"W a distance of 815.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 355.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 153.00 feet; thence N00°03'47"W a distance of 235.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.

