

Sublease Number 2727-016

### SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter the "**Sublease**") is made and entered into as of the Effective Date (as hereinafter defined) by and between **The Florida International University Board of Trustees**, a public body corporate of the State of Florida (hereinafter the "**Sublessor**") and **The School Board of Miami-Dade County, Florida**, a body corporate and politic existing under the laws of the State of Florida (hereinafter the "**Sublessee**"). Sublessor and Sublessee are sometimes referred to in this Sublease individually as "**Party**" and collectively as the "**Parties**".

### WITNESSETH:

- A. Sublessor leases a certain parcel of land known as the Biscayne Bay Campus of Florida International University ("**Biscayne Bay Campus**") from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("**TIITF**") under lease agreement No. 2727, dated January 22, 1974, as amended (the "**Master Lease**").
- B. The Biscayne Bay Campus is located at 3000 Northeast 151<sup>st</sup> Street, Miami, Florida 33181.
- C. Sublessee wishes to sublease a portion of the Biscayne Bay Campus consisting of approximately 5.5 acres and more particularly depicted on **Exhibit "A"**, attached hereto and made a part hereof (the "**Land**") for purposes of constructing and operating a new Board owned and operated public high school facility (including parking and drop-off areas) specializing in math, technology, science, engineering and associated disciplines, as well as any other public educational programs or purposes as agreed to by the Parties (referred to as the "**School**").
- D. Sublessor is willing to sublease the Land to Sublessee subject to the terms and conditions of this Sublease.
- E. The School Board of Miami-Dade County, Florida has authorized this Sublease in accordance with Board Action No. 119,582, at its meeting of June 20, 2018.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), covenants and agreements set forth herein and other good and valuable consideration, 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. **SUBLEASE OF PREMISES:**

(a) Sublessor does hereby sublease unto Sublessee the Land subject to the exceptions and conditions that appear of record. Sublessor hereby reserves the right unto itself and to grant to others, easements, licenses, and other rights or privileges in the nature of easements to operate, repair, maintain and replace existing, and to lay new, power, sewer, water, cable, telephone and fuel lines over, in, or upon said Land, in a manner that causes the least interference to Sublessee's rights and privileges hereunder, all to the extent provided for, and in accordance with, the terms of the

Master Lease. Sublessor expressly reserves the air rights over the School for use for academic or research programs or as may be necessary for facilities planning or emergency purposes (by way of illustration and not of limitation, drone flights over the School as part of a research project or as part of the assessment of the campus after a weather event), provided, however, that such use complies with all applicable laws, rules, regulations, ordinances and codes of all governing authorities, as all may be further amended from time to time and to the extent required by applicable law, and provided Sublessor shall (i) not build any permanent improvements above the School, and (ii) take all commercially reasonable precautions to preserve the safety of the students and the School during any such use of the air rights over the School.

(b) Sublessee accepts the Land in its present condition, “AS-IS, WHERE-IS, AND WITH ALL FAULTS” condition. It is understood and agreed that Sublessor has not determined that the Land will safely or adequately support the type of improvements desired to be erected by Sublessee. Sublessor assumes no liability or obligation to Sublessee with reference to the condition of the Land or the suitability of the Land for any improvements, including, but not limited to, the School.

3. **ACKNOWLEDGMENTS:** The Parties acknowledge that title to the Land is held by TITF and is currently leased to Sublessor under the Master Lease. The Parties further acknowledge that this Sublease shall be subject to the written approval of The School Board of Miami-Dade County, Florida, TITF and any other approvals necessary by either Party for the Parties to execute this Sublease.

4. **TITLE DISCLAIMER:** Sublessor does not warrant or guarantee any title, right or interest in or to the Land.

5. **TERM:** The term of this Sublease shall commence on the Effective Date (as hereinafter defined) and shall expire forty (40) years from such date (the “**Initial Term**”), unless renewed or sooner terminated as set forth herein. Following the expiration of the Initial Term, provided that a default by Sublessee hereunder has not occurred nor an event has occurred, which with the giving of notice or the lapse of time or both, would constitute a default by Sublessee hereunder, this Sublease shall automatically renew for a ten (10) year term (the “**Automatic Renewal Term**,” the Initial Term and the Automatic Renewal Term shall be hereinafter collectively referred to as the “**Term**”) unless Sublessee provides Sublessor written notice of its intent not to renew this Sublease, which written notice shall be provided no later than six (6) months prior to the expiration of the Initial Term. If Sublessee elects not to renew this Sublease as provided above, the Parties agree that the expiration date of the Term shall be adjusted as necessary so it does not fall during Sublessee’s regular school year. Any renewal of the Sublease shall be on the same terms and conditions set forth herein. Notwithstanding the foregoing, in no event shall the Term of the Sublease exceed the term of the Master Lease.

6. **USE OF THE LAND:** The Land shall be used solely for the construction and operation of the School. Sublessee’s preliminary plans provide for a School, which consists of approximately 60,000 gross square feet designed for approximately 600 permanent student stations, and which School shall include a food preparation area and a dining area to accommodate all students. The School shall at all times be used for the uses and in the manner permitted in this Sublease. Sublessee may not change the permanent or predominant use of the School as a public high school facility without the prior written consent of Sublessor.

The Board shall have use and occupancy of the School at all times, subject to the terms of this Sublease. Sublessor acknowledges and agrees that Sublessee has control over access to the Land and use thereof pursuant to and in accordance with the terms of this Sublease. The Board acknowledges and agrees that (i) Sublessor has control over access to the Biscayne Bay Campus and the private roads therein, and (ii) at times access to the Biscayne Bay Campus and said roads may be closed due to emergencies, Force Majeure or to comply with governmental authorities or may be limited due to repairs, maintenance, emergencies, Force Majeure or to comply with governmental authorities, and any such closures or limited access shall not be, and shall not be deemed to be, an eviction, constructive eviction or default by Sublessor hereunder.

7. **RENT:** In consideration for Sublessor's continued sublease of the Land to Sublessee, Sublessee agrees to pay, without demand, as and for annual rent, the sum of ONE DOLLAR (\$1.00) during the Term of the Sublease. Rent for the Initial Term of this Sublease shall be due and payable in full within fifteen (15) days following the Effective Date. The Board is exempt from payment of Florida Sales Tax pursuant to Section 212.08(6), Florida Statutes.

8. **DESIGN & CONSTRUCTION OF THE SCHOOL:**

A. **Design.**

- i. Sublessee will hire (to the extent deemed necessary by Sublessee) architects, engineers and other design personnel licensed to practice in the State of Florida and coordinate production of drawings and specifications for the School. The cost of all professional engineering, surveying, design and architectural services required by Sublessee to prepare the site, as well as the design and construction plans will be paid by Sublessee. The design will meet all design and construction standards and requirements applicable to a Miami-Dade County Public Schools ("District") public educational facility, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code. If Sublessee elects, at Sublessee's sole discretion, for Sublessor's Division of IT to provide telecommunication services as set forth in Section 8(B)(xii) of this Sublease, then the design shall also meet all design and construction standards and requirements for telecommunication services as further described on the Florida International University Standards for Telecommunications Facilities for Nonresidential/Residential Life Buildings, attached hereto and made a part hereof as **Exhibit "B"** of this Sublease. In designing the School, Sublessee's designer shall take into account architectural designs and ambiance of the Biscayne Bay Campus, the location of the School and the necessity that the final design complements other buildings and facilities in the surrounding area. Sublessor shall be invited to all meetings between Sublessee and the architect for informational purposes (provided, however, that the Parties understand that Sublessor shall retain its approval rights hereunder for the Design Approval Matters).
- ii. Sublessee shall submit to Sublessor's President or the President's designee the following initial documents: (i) campus master plan showing the proposed

location of the School, (ii) floor plans, (iii) building elevations, and (iv) a sketch of and specifications for a typical laboratory as used by the Board in other schools and as intended by the Board to be used in the School ((i) through (iv) together, the “**Preliminary Plans**”). Sublessee acknowledges and agrees that the Preliminary Plans shall be subject to Sublessor’s approval with respect to (i) site orientation, (ii) location, (iii) exterior appearance of the School, and (iv) interior design of the science laboratories (together, the “**Design Approval Matters**”). Notwithstanding anything to the contrary set forth in this Sublease, Sublessee further acknowledges and agrees that the design and construction of the science laboratories shall meet the standards and requirements for a State of Florida public facility set forth in Florida International University Design and Construction Standards, the University Aesthetic Standards (hereinafter defined), Florida International University Design Services Guide, Florida International University policies on sustainable development, Florida International University Master Plan in effect on the Effective Date (Florida International University Design and Construction Standards, the University Aesthetic Standards, Florida International University Design Services Guide, Florida International University policies on sustainable development, and Florida International University Master Plan, each as in effect on the Effective Date, shall be hereinafter referred to collectively as the “**University Standards**”), and the building codes applicable to buildings owned and occupied by Sublessor of a similar type and nature. The University Standards can be reviewed at the following website: <http://facilities.fiu.edu/formsandstandards.htm>.

- iii. Sublessor’s approval of the Preliminary Plans shall not be unreasonably withheld, provided the Preliminary Plans comply with the requirements of this Sublease. Sublessor shall have ten (10) business days from receipt of the Preliminary Plans to notify Sublessee of its approval or rejection. Failure to respond within ten (10) business days shall be deemed approval. If Sublessor disapproves the Preliminary Plans, Sublessor shall deliver to Sublessee, within such ten (10) business day period, written objections with changes proposed by Sublessor. Sublessee shall either incorporate such revisions and submit the same for Sublessor’s approval or rejection, or invoke the dispute resolution process outlined in Section 8(A)(vi) herein.
- iv. After Sublessor’s approval of the Preliminary Plans, Sublessee shall proceed to prepare (i) plans and specifications, and (ii) if needed, revise the legal description for the Land described on Exhibit “A”, which revised legal description shall be mutually acceptable to the Parties. Any changes in the plans and specifications relating to Design Approval Matters shall be subject to Sublessor’s approval which shall not be unreasonably withheld, provided the plans and specifications comply with the requirements of this Sublease. Sublessor shall have forty (40) calendar days from receipt of the plans and specifications to notify Sublessee of its approval or rejection (and this 40-day review period shall be inclusive of the review to be conducted by the State Fire Marshall as referenced in subsection (b)(i) below). Failure to respond within forty (40) calendar days shall be deemed approval. If Sublessor



disapproves the plans and specifications, Sublessor shall deliver to Sublessee, within such forty-day period, written objections with changes proposed by Sublessor. Sublessee shall incorporate such revisions and submit the same for Sublessor's approval or rejection. Sublessor shall have ten (10) business days in which to respond. The Parties shall follow the foregoing procedures for approving the plans and specifications until the same are finally approved by Sublessor and Sublessee.

- v. The purpose for review and approvals by Sublessor under this Sublease is only for the purpose of Sublessor reviewing the Plans and Specifications for compliance with the requirements in the Sublease, and shall not (i) imply Sublessor's approval of the Plans and Specifications as to quality of design or fitness of any material or device used, (ii) imply that the Plans and Specifications are in compliance with any codes or other requirements of governmental authority, (iii) impose any liability on Sublessor to Sublessee or any third party, or (iv) serve as a waiver or forfeiture of any right of Sublessor.
- vi. The final design and construction drawings and specifications for the School and any other exterior improvements or exterior alterations to the Land approved by Sublessor and Sublessee in accordance with the terms of this Sublease (hereinafter referred to as the "**Plans and Specifications**") shall be submitted by Sublessee to Sublessor's Building Code Compliance Officer ("**Sublessor's BCCO**") for review and issuance of construction permits ("**Permits**"). It is the intent of the Parties that review of the Plans and Specifications and issuance of the Permits by Sublessor's BCCO will be facilitated in a timely manner, in order for Sublessee to meet the critical construction commencement and completion schedule set forth below. Sublessor's BCCO shall timely review the Plans and Specifications, and shall issue Permits for the School no later than thirty (30) calendar days from Sublessor BCCO's receipt of the Plans and Specifications and any other documents reasonably requested by Sublessor's BCCO in connection therewith. In the event of a dispute between the Parties which precludes issuance of the Permits, which dispute cannot be resolved through plan revisions by the architect of record, Sublessor's BCCO and Sublessee's Building Official shall meet, upon request of either Party, to review and resolve the issue/dispute. Notwithstanding the provisions of Section 25 of this Sublease, in the event Sublessor's BCCO and Sublessee's Building Official cannot resolve the issue/dispute, either Party may cancel this Sublease with ten (10) days advance written notice, in which event this Sublease shall terminate and be of no further force and effect as of the effective date of termination except as to those provisions expressly set to survive.

B. Construction.

- (i) Commencement/Completion of Construction. Sublessee shall proceed to the construction phase of the School upon receipt of the Permits from Sublessor's BCCO, and any other

required permits. Sublessee shall be responsible for the cost of all permitting and inspections contemplated in this paragraph. Sublessee acknowledges that the State Fire Marshall for the State of Florida shall be responsible for reviewing the design (which review shall be concurrent with Sublessor's review as set forth in subsection (a) above) and conducting life safety-related inspections during construction of the School. The State Fire Marshall shall also conduct annual life safety inspections of the School throughout the Term of this Sublease.

Sublessee shall endeavor to commence construction of the School by March of 2019 ("**Construction Commencement Date**") and to complete construction by June of 2020 for school opening ("**Construction Completion Date**"), or as otherwise agreed to by the Parties.

In the event Sublessee fails to commence construction by the Construction Commencement Date, or within such additional time as may be mutually agreed upon by the Parties, due to Sublessee's unreasonable delay in performance of its obligations hereunder, then Sublessor may, at its option, place Sublessee in default hereunder as provided for in Section 21 of this Sublease. The Parties acknowledge and agree that if the delay (i) is due to an excused delay by Sublessee or the Contractor, as applicable, under their agreement, and the delay is not due to a default by Sublessee hereunder or thereunder, as applicable, (ii) is due to an event of Force Majeure, or (iii) is due to a failure of Sublessor's BCCO to issue Permits after Sublessee has submitted all required and/or requested documentation in accordance with the terms of this Sublease, then such delay shall be deemed reasonable. Notwithstanding anything to the contrary set forth in this Sublease, in the event that Sublessee fails to commence construction by March 31, 2020 for any reason or no reason, Sublessor may, in its sole discretion, terminate this Sublease effective as of the date set forth in the termination notice provided by Sublessor to Sublessee, whereupon this Sublease shall be of no further force and effect except for those provisions expressly set to survive. "Commence construction" means when physical work of a significant nature begins (by way of examples and not of limitation, excavation for footings and foundations but not preliminary activities such as planning or designing).

In the event Sublessee fails to complete construction of the School by the Construction Completion Date, or within such additional time as may be mutually agreed upon by the Parties, due to Sublessee's Abandonment of the construction or unreasonable delay in performance of its obligations hereunder, then Sublessor may, at its option, place Sublessee in default hereunder as provided for in Section 21 of this Sublease. "Abandonment" is defined as failure by Sublessee or its Contractor to properly man and/or advance construction of the School, without excuse, for a period of sixty (60) consecutive days. The Parties acknowledge and agree that (i) if the delay or Abandonment of construction is due to an excused delay or abandonment by Sublessee or the Contractor, as applicable, under their agreement, and the delay or abandonment is not due to a default by Sublessee hereunder or thereunder, as applicable, or (ii) if the delay or abandonment is due to an event of Force Majeure, or (iii) a stop work order is issued for the work by Sublessor's BCCO or other jurisdictional authority, or (iv) Sublessee properly and with cause places the Contractor in default under their agreement, then such abandonment shall be deemed excused or such delay shall be deemed reasonable, as applicable. Furthermore, if Sublessee has failed to complete construction of the School by the Construction Completion Date, or within such additional time as may be mutually agreed upon by the Parties, but Sublessee has a good faith, reasonable basis to believe that it can achieve completion of construction within sixty (60) days of the Construction Completion Date, then prior to the Construction Completion Date, Sublessee shall provide a notice advising of the good faith, reasonable basis for believing Sublessee can achieve completion within such sixty

(60) day period and thereafter Sublessee shall have sixty (60) days to achieve completion, failing which, Sublessor may, at its option, place Sublessee in default hereunder as provided for in Section 21 of this Sublease, and if Sublessor does proceed accordingly, said default shall be considered a material breach on the part of Sublessee.

(ii) Construction Progress. Sublessee shall construct the School in accordance with an agreed upon construction progress schedule to be prepared by Sublessee, and at Sublessor's request, such schedule shall be attached to this Sublease as an exhibit pursuant to an amendment hereto.

(iii) General Contractor. All construction work will be done by a general contractor licensed by the State of Florida (the "**Contractor**"). Sublessee shall invite Sublessor to its "kick-off" meeting with the Contractor.

(iv) Bond. Contractor shall be required to furnish to Sublessee a performance and payment bond. The bond will cover the faithful performance of the construction contract, the strict compliance with the Plans and Specifications for construction of the School and the payment of all obligations in the full amount of the contract. The bond may not be in an amount less than the total cost of the work contemplated to be accomplished and will inure to the benefit of Sublessee to indemnify it against any loss or damage in connection with the construction, including reasonable attorney's fees, through appeal if necessary. The bonds will be obtained from a company that carries a current Best's rating of A or better, with a financial size of Class X or better. All bonds shall be as provided by applicable laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Financial Management Service, Surety Bond Branch, U.S. Treasury Department. (Phone 202-874-6850). All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Bonds will be furnished employing AIA Form A311 with dual obligee endorsement in favor of Sublessor. Sublessee shall provide a copy of the bond(s) to Sublessor upon request. The bond shall be recorded by Contractor in the public records of Miami-Dade County before commencing any construction work.

(v) Release. Prior to the commencement of construction, Contractor must deliver to Sublessor, in a form reasonably acceptable to Sublessor, a waiver and release stating the following: an acknowledgment by Contractor that the Land is owned by TIITF; a waiver of any right Contractor may have to a claim of lien of any kind or nature upon the Land; and a release of Sublessor and TIITF from all claims that Contractor might have arising out of the construction contract.

(vi) Sublessee Responsibility. Sublessee will be required to request, and be responsible for ensuring that, all site inspections are carried out. Sublessee shall also be responsible for approval of phases of construction, and payment authorizations.

(vii) Obligation to Minimize Disruption to Adjacent Properties. During the course of Sublessee's work, Sublessee shall cause those working on the Land to park trucks and delivery vehicles solely on the Land and to store materials and temporary structures and other matters incidental to construction on the Land, or in close proximity, if available, as otherwise allowed by Sublessor. Sublessee shall reasonably cooperate with Sublessor to ensure that use and enjoyment of the area surrounding the Land by the occupants thereof, including, but not limited to, Sublessor's faculty, students and staff, and the customers and patrons of Sublessor shall be interfered with as little as reasonably possible.

(viii) Compliance with Law and Approved Plans and Specifications. The School shall be constructed in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, regulations, and codes, including, but not limited to, the Americans with Disabilities Act, the Florida Building Code, currently adopted edition, including amendments thereto (collectively, “**Applicable Laws**”), the District’s Design Standards, and with Sublessor approved Plans and Specifications.

(ix) Insurance Requirements. Sublessee shall require Contractor to procure and maintain the following insurance coverages throughout the course of site preparation and facility construction and shall require all subcontractors providing services in relation to this Sublease to carry any and all insurance coverage that adequately covers each subcontractor’s exposure based on the type of services they are providing in connection with the site preparation and facility construction until the School is ready for use. All policies shall be with insurance companies authorized to do business in the State of Florida and meeting the requirements for insurance companies authorized to do business in the State of Florida and with general policy holder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available “Best’s” insurance reports. Sublessee agrees to furnish current Certificate(s) of Insurance to Sublessor prior to commencement of construction and, upon the request of Sublessor, during construction, as evidence that the following coverages remain in effect:

(a) Builders Risk Insurance. Completed value form in amount of protection of not less than 100% of the completed value of the School construction covering “all risk” perils of loss (including windstorm and flood). Sublessee, Contractor, and all subcontractors shall be named insureds. Further, the policy must carry an endorsement naming Sublessor, TIITF and Florida Board of Governors as additional insureds. In lieu of the above, the Board shall add the contractor to the Board’s Master Builder’s Risk policy.

(b) Worker’s Compensation and Employer’s Liability Insurance. Worker’s Compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for Contractor or any subcontractor.

(c) Commercial Liability Insurance. Commercial General Liability including premises, products/completed operations, contractual and explosion, collapse and underground (XCU) coverages. The limits of liability must be at least \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate for bodily injury and property damage liability. The limit may include umbrella or excess liability insurance. The policy must carry an endorsement naming Sublessor, TIITF and Florida Board of Governors as additional insureds. The policy shall be primary and any insurance carried by Sublessor shall be noncontributing with respect thereto.

(d) Comprehensive Automobile Liability Insurance. All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance. The policy must carry an endorsement naming Sublessor, TIITF and Florida Board of Governors as additional insureds.

(e) Professional Liability Insurance. (for Contractor/subcontractor's such as an architect/engineer/consultants/etc. providing the design services related to the construction of the School.) \$1,000,000 per claim and aggregate liability limit. Policies written on a claim made form shall continue for five (5) years following the completion of the performance or the attempted performance of the construction provisions of this Sublease. If the coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date or coinciding with the Effective Date of this Sublease, the Contractor/subcontractor must purchase extended reporting ("Tail") coverage for a minimum of five (5) years following the completion of the performance or the attempted performance of the construction provisions of this Sublease.

The above sub-paragraphs establish minimum insurance requirements. It remains the responsibility of Sublessee and/or Contractor to secure and maintain any additional insurance that may be necessary in connection with the construction contract.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of Sublessee's and/or Contractor's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Sublease. Sublessor does not represent that coverage and the limits specified herein will necessarily be adequate to cover Sublessee's and/or Contractor's liability.

Sublessor, upon request, reserves the right to obtain a copy of the policies requested above.

(x) Changes to Plans and Specifications. Sublessee shall be permitted to make changes and modifications to the Plans and Specifications subsequent to issuance of Permits, subject to the prior written consent of Sublessor's BCCO, which consent shall not be unreasonably withheld, conditioned or delayed, provided the Plans and Specifications continue to comply with the requirements of this Sublease. If the changes to the Plans and Specifications involve any Design Approval Matters, then such changes shall be subject to the prior approval of Sublessor in accordance with the terms of Section 8(A)(iv) of this Sublease, but the applicable review and response period shall be fifteen (15) days.

(xi) Aesthetic, Maintenance and Operational Standards. Sublessee agrees to construct, maintain and operate the School and common areas of the Land and the School, including, but not limited to, ancillary facilities, parking lots and all improvements, fixtures and equipment furnished by Sublessee in and to the School and the Land, in good condition and repair and at a standard which is consistent with the aesthetic standards generally applied by Sublessor for the buildings and other facilities located on the Biscayne Bay Campus property, as in effect on the Effective Date and as may be modified from time to time (the "**University Aesthetic Standards**"). Without limitation of any of the other obligations in the Sublease, Sublessee stipulates and acknowledges that the foregoing is a material condition to Sublessor's entering into this Sublease.

Sublessee shall, at its own cost, furnish and equip the School and the Land. Sublessee agrees to operate the School as a first class facility in all respects. Sublessee shall not use or permit the School to be used for any unlawful, disreputable or immoral purpose or in any way which may adversely reflect upon the name or reputation of Sublessor.



(xii) Utility Connections. Sublessee, at its sole expense, shall bring or cause to be brought to the Land and the School adequate connections for water, electrical power, storm water drains, sewerage, cable and telephone and shall arrange with the appropriate utility companies for furnishing such services, and Sublessee shall pay all fees and costs for all such utilities directly to the appropriate utility companies. Sublessee shall not connect to any of Sublessor's existing or future power, sewer, water, storm, cable, telephone or fuel lines without Sublessor's express consent. Should Sublessee request and Sublessor permit any such utility connection(s), Sublessee shall bear its share of the cost of improvements and fees, if any, as a result of this connection(s). Any upgrade, change, or extension of utilities shall be subject to prior written approval of Sublessor, which approval shall not be unreasonably withheld. Additionally, Sublessee shall insure that any electronic equipment or components to be used or operated at the School are compatible with and will not interfere with other equipment or components being used on the Biscayne Bay Campus, and the installation of any antennas or similar devices in the School, including on the roof, shall require the prior approval of Sublessor. At Sublessee's option, Sublessor's Division of Information Technology (IT) shall provide the following services in the School:

- (i) Infrastructure cabling which follows BICSI standards;
- (ii) Network connectivity (internet and WIFI);
- (iii) Telephone services;
- (iv) Cable Television;
- (v) IT Security Services;
- (vi) Emergency communications (horns, two way call boxes, alerts on phones in offices and classrooms, etc.) to tie into the systems that Sublessor's Police Department and Department of Emergency Management use for emergency alerts.

If Sublessee has elected for Sublessor's Division of IT to provide some or all of the above services, then (i) Sublessee shall be responsible for all costs related to the foregoing services, (ii) the initial costs for the installation of these services will be determined by Sublessor's Division of IT upon receipt of the final Plans and Specifications for the School, (iii) the monthly services shall be billed to Sublessee on a monthly basis. Monthly recurring prices for the services can be found at <https://it.fiu.edu/wp-content/uploads/sites/29/2014/07/2016-2017-UTS-Price-List-Final-2.pdf>, as updated from time to time, and (iv) all costs due hereunder shall be due and payable within thirty (30) days following written request for same (which written request for monthly services shall be submitted to the attention of the on-site School Administrator).

Upon the reasonable request of Sublessee, to the extent provided for, and in accordance with, the terms of the Master Lease, Sublessor will grant such easements, licenses, and other rights or privileges in the nature of easements, over, under, through, across or on the Land or the School which may be required for the construction or operation of the School and which do not materially impair, damage or disrupt the physical facilities of Sublessor (and if Sublessor does not have the right to grant any such easement, licenses, and other rights or privileges in the nature of easements under the Master Lease, then Sublessee shall request any such easement from TITF and Sublessor shall reasonably cooperate with Sublessee in any such request).

(xiii) Storm Water Drains. Drains or other facilities provided by Sublessee for disposing of storm or other waters shall conform to the requirements of applicable local governmental authorities. If and to the extent applicable, Sublessee shall bear any additional stormwater utility

fees or other such fees imposed as a result of its construction and use of improvements on the Land as a condition to this Sublease.

(xiv) Sewerage. If Sublessee is granted permission to connect to some or all of Sublessor's utilities (which permission shall be in Sublessor's sole discretion), Sublessee shall at all times use its best efforts to prevent entrance of objectionable quantities of deleterious wastes into Sublessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(xv) Other Requirements. To the extent required by that certain Amended And Restated Interlocal Agreement For Public School Facility Planning In Miami-Dade County, Sublessee shall coordinate with the City of North Miami to address the utilization by the School of off-site utilities, as applicable, and Sublessee shall take all actions to remain in compliance under said agreement.

9. **LANDSCAPING**. Sublessee, at its own cost and expense, shall install complete landscaping upon the Land and the School in a manner agreed to by Sublessee and Sublessor. Sublessee's landscaping plans shall be submitted to Sublessor's BCCO for review and approval. Sublessee shall periodically and fully maintain such landscaping, including the lawn surrounding the School, or at Sublessee's option, Sublessor may provide these services for an additional fee, mutually agreeable to the parties, and said fees shall be due and payable within thirty (30) days following written request for same (which written request shall be submitted to the attention of the on-site School Administrator).

10. **PARKING LOTS**. Sublessee shall be responsible, at its own expense, for constructing sufficient parking within the Land to accommodate its faculty and staff (and the students if Sublessee will permit students to drive to the School), and Sublessee shall be solely responsible for monitoring enforcement of such parking and for ensuring that the parking lots on the Land are maintained in a clean and safe condition and in good repair. Sublessee and its employees, agents and visitors shall have no right to park on Sublessor's property unless Sublessor and Sublessee enter into a separate agreement addressing any alternative parking arrangements.

11. **ALTERATIONS**: During the Term, following the construction of the School and subject to the terms of this Section 11, Sublessee shall have the right to make any alterations or improvements to the School as Sublessee may desire for the full beneficial use of the School, provided Sublessee shall pay all costs, expenses and charges thereof and that all work be performed in a workmanlike manner and in compliance with the provisions of this Sublease. Notwithstanding the foregoing, Sublessee shall not make, nor permit to be made, any alterations, additions or improvements, without prior written approval of Sublessor, (i) materially affecting the structure of the School, (ii) materially impacting the exterior of the improvements constructed on the Land, (iii) which would affect the external aesthetic appearance of the School in the Plans and Specifications, (iv) which would materially change the Land as opposed to any improvements on the Land, (v) resulting in the installation of signage on the Land, or (vi) relating to or impacting any Design Approval Matters. Sublessor shall have forty (40) calendar days to review such changes and approve or disapprove the final plans. If Sublessor does not notify Sublessee in writing within such forty (40) calendar day period of any changes Sublessor desires to be made to the proposed alterations or improvements by Sublessee, then Sublessor shall be deemed to have approved the proposed changes. All permitting for any alterations or improvements to the School defined in this Section 11 shall be done through Sublessor's BCCO. In the event of a dispute between the Parties which precludes

issuance of the required Permits, Sublessor's BCCO and Sublessee's Building Official shall meet, upon request of either Party, to review and resolve the issue/dispute.

**12. TITLE AND REMOVAL OF IMPROVEMENTS:**

Sublessor acknowledges and agrees that title to all improvements comprising the School, including the buildings, structures, fixtures, utility lines, pipes, and other infrastructure constructed or installed on the Land by Sublessee, other than the utility lines, connections and other infrastructure which Sublessee is required to transfer to a governmental authority or to Sublessor, and trade fixtures, furniture, furnishings and signs, and other personal property to be located therein, whether now or hereafter acquired during the Term, is and shall remain the property of Sublessee during the Term.

All trade fixtures which are not affixed to the School, furniture, furnishings and signs installed in or to the School by Sublessee and paid for by Sublessee shall remain the property of Sublessee and may be removed by Sublessee upon the expiration, or earlier termination of this Sublease, provided that Sublessee shall repair any damage caused by such removal. If Sublessee fails to remove such items from the School within ten (10) business days following the expiration or earlier termination of this Sublease, all such trade fixtures, furniture, furnishings and signs shall become the property of Sublessor, unless Sublessor elects to require the removal in which case Sublessee shall promptly remove the same and restore the School to its prior condition. Upon the expiration or earlier termination of the Term of this Sublease, the School, all lighting fixtures, laboratory fume hoods, leasehold improvements, heating and cooling equipment and all other installations and construction to be furnished or performed by Sublessee, except for the items specifically described in the first sentence of this paragraph, shall become the property of Sublessor free and clear of any and all liens or other liabilities and at no cost to Sublessor, and if requested by Sublessor, Sublessee shall execute a quitclaim deed, bill of sale or other documents reasonably requested by Sublessor. Upon the expiration or earlier termination of the Term, Sublessee shall represent and warrant that no other party holds a lien or any other interest related to the foregoing School/improvements/fixtures/equipment and such School/improvements/fixtures/equipment have been maintained as required by this Sublease.

**13. INSURANCE REQUIREMENTS:** During the Term of this Sublease, Sublessee shall procure and maintain special form property insurance (including windstorm and flood coverage) and liability insurance coverage. The special form property insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the Land. The liability insurance coverage shall be in amounts not less than \$200,000.00 per person and \$300,000.00 per incident or occurrence for personal injury, death, and property damage on the Land. During the term of this Sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, Sublessee shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name The Florida International University Board of Trustees, Florida International University, the State of Florida, TITF, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds and/or loss payee, as applicable. Sublessee shall submit to Sublessor written evidence of having procured all insurance policies required herein prior to the Effective Date of this Sublease and shall submit annually thereafter. Upon request, written evidence of maintaining such insurance policies shall also be provided to TITF. Sublessee shall purchase all policies of insurance from a financially-responsible

insurer duly authorized to do business in the State of Florida. In lieu of submitting certificates of insurance (liability coverage only), Sublessee may submit evidence of an on-going Self-Insurance Program. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. Sublessee shall immediately notify Sublessor and the insurer of any erection or removal of any building or other improvement on the Land and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. Sublessee shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this Sublease. Sublessee shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Sublessee's operations within the scope provided for under the Sublease, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond. In addition to the insurance required to be obtained and maintained by Sublessee, if Sublessee assigns any portion of the duties under the Sublease in accordance with the terms thereof, each subcontractor or assignee shall be required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Sublease.

In addition, in the event Sublessee uses or transports hazardous materials onto the Land, Sublessee shall show proof of environmental liability insurance with liability limits not less than \$1,000,000.00. If the School contains a steam boiler, pressure vessels, or pressure piping, Sublessee shall obtain and maintain boiler explosion insurance on steam boilers, if any, pressure vessels, and pressure piping in an amount not less than one hundred percent (100%) of the then actual cost of replacement (excluding costs of replacing excavations and foundations, but without deduction for depreciation) of the improvements or fixtures on the Land (with deductible provisions not to exceed Twenty-Five Thousand Dollars (\$25,000) per occurrence). Liquor liability insurance in an amount of at least \$1,000,000.00 only when and if an event is held that involves the sale, distribution or serving of alcoholic beverages on the Land.

Sublessor, upon request, reserves the right to obtain a copy of the policies requested above.

14. **SIGNS**: Sublessee may install signs on the Land or on the School, as necessary, to identify the School. The location, size and design of any and all such signage is subject to the prior written approval of Sublessor, which approval shall not be unreasonably withheld, delayed or denied. All signs shall be removed by Sublessee upon the termination of this Sublease at Sublessee's sole cost and expense and any damage caused as a result of removal shall be satisfactorily corrected or repaired by Sublessee. All signage shall comply with Applicable Laws.

15. **SECURITY**: Sublessee is solely responsible for providing and maintaining, at its sole cost and expense, all security and supervision necessary (including the necessary security lighting) for the use of the Land and the School in a safe and secure manner. Sublessor shall have no responsibility whatsoever for providing security for the Land or the School. Notwithstanding and without limiting the foregoing, Sublessee acknowledges that due to the unique nature of the university campus setting, Sublessor's Police Department ("**FIU Police**") and Sublessor's Department of Emergency Management have primary jurisdiction over the Land and accordingly, if Sublessee or its security personnel determine that it is necessary to enlist the assistance of the police to respond to a security event pertaining to Sublessee, the School or any surrounding areas, Sublessee

shall contact the FIU Police for such assistance and shall pay for all costs and expenses related to such assistance. Sublessee, its employees and/or security representatives, agents and/or contractors, shall at all times comply with all FIU Police laws and standards. Without limiting any other provision herein, Sublessee, its employees and/or security representatives, agents and/or contractors will also abide by all emergency directives issued by Sublessor's Department of Emergency Management prior to, during, and following a man made, technological, or natural disaster, or other force majeure event which may require an evacuation of the Biscayne Bay Campus, including the School.

16. **HAZARDOUS SUBSTANCES:** (a) Sublessee shall not do, or suffer to be done, in, on or upon the Land/School or as affecting said Land/School or adjacent properties, any act which may result in damage or depreciation of value to the Land or adjacent properties, or any part thereof. (b) Sublessee shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Land/School or any adjacent lands in any manner not permitted by law. For the purposes of this Sublease, "**Hazardous Substances**" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "**Pollutants**" and "**pollution**" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Sublessee's failure to comply with this Section, as determined by the applicable governmental jurisdictional entity, Sublessee shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Land/School, and (2) all off-site ground and lands affected by Sublessee's such failure to comply, as may be necessary to bring the Land/School and affected off-site ground and lands into full compliance with all Applicable Laws, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Sublessee's obligations set forth in this paragraph shall survive the termination or expiration of this Sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of Sublessee as set forth herein. Nothing herein shall relieve Sublessee of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by Sublessee's activities or facilities. Upon discovery of a release of a Hazardous Substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Sublessee shall report such violation to all applicable governmental agencies having jurisdiction, and to Sublessor, all within the reporting periods of the applicable agencies.

17. **DAMAGE:** Sublessee agrees to provide such insurance coverage as required in this Sublease. In the event any improvements on the Land are damaged by any peril ("**Damage**"), Sublessee shall give notice to Sublessor within thirty (30) days of such Damage, subject to Force Majeure. Thereafter, within sixty (60) days, or such longer period as is reasonably required under the circumstances (which shall be determined based on the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs, but which shall not exceed one hundred eighty (180) days), following any Damage, Sublessee shall give notice to Sublessor whether



Sublessee has elected to rebuild or repair such Damage, at Sublessee's expense, or to terminate this Sublease, which election shall be at Sublessee's sole and absolute discretion. Sublessee's failure to timely notify Sublessor shall be deemed to be an election by Sublessee not to rebuild or repair such Damage. If Sublessee elects to not rebuild or repair, Sublessee agrees to deliver the Land to Sublessor clear of debris, and, at Sublessor's option, (i) Sublessee shall demolish/remove any improvements remaining on the Land so as to cause the Land to be in a safe, lawful condition no later than two hundred seventy (270) days after the date of the Damage, and this Sublease shall terminate on the date Sublessee completes the demolition/removal, or (ii) Sublessee shall assign to Sublessor any insurance or just compensation proceeds attributable to the Land and the improvements thereon from such Damage, and this Sublease shall terminate on the date Sublessor receives said insurance or just compensation proceeds. Repairs and replacements shall be made in accordance with Section 8 of this Sublease, and such repairs and replacements shall be completed no later than three hundred (300) days after the date of the Damage, or such longer period as is reasonably required under the circumstances.

18. **SUBLESSOR'S RIGHT OF ENTRY:** Other than in the event of an emergency, Sublessor, or any of its officers, representatives, employees or agents, shall have the right to enter upon said Land/School during normal business hours to examine or inspect any part of the Land/School for a legitimate business reason (such as, for example, to enforce any provision of this Sublease), provided such activities have minimal interruption to Sublessee's operations and its students and staff and shall be in compliance with all Applicable Laws, including the Jessica Lunsford Act, as it may be amended from time to time, and further provided that access during normal business hours shall require a minimum of 48-hour notice to Sublessee or its designee (unless such access relates to an emergency or such access relates to the services Sublessor may be providing pursuant to the terms of Section 8(B)(xii) or Section 15 of this Sublease), which notice may be provided via phone call or email.

Further, the Parties acknowledge and agree that the Parties, on or prior to the Construction Completion Date, shall enter into a separate Joint Use Agreement or an amendment to the MJUA (as hereinafter defined) under mutually acceptable terms and conditions, under which (i) Sublessor may use the science labs in the School, subject to mutually acceptable terms to both Parties, and (ii) upon request, Sublessor shall have the right to use classroom space in the School and Sublessee shall have the right to use classroom and ancillary space within the Biscayne Bay Campus, subject to availability and mutually acceptable terms to both Parties.

19. **PAYMENT OF TAXES AND ASSESSMENTS:** (a) It is believed that Sublessor and Sublessee are exempt from ad valorem taxation on their respective facilities which are used for public purposes. However, should the Land or any interest therein or improvements thereon ever become subject to any taxes of any kind as a result of Sublessee's use and occupancy of the Land/School, if not otherwise exempt, Sublessee shall assume full responsibility for and will address the circumstances and/or pay; (b) if not otherwise exempt, Sublessee shall assume full responsibility for and will address the circumstances and/or pay for applicable assessments specific to the Land/School as a result of Sublessee's use and occupancy of the Land/School; and (c) if not otherwise exempt, Sublessee shall assume full responsibility for and will address the circumstances and/or pay for applicable liabilities specific to the Land/School, including, but not limited to, any and all mechanic's or materialman's liens by a Sublessee contractor or subcontractor which may be hereafter assessed and levied against the Land/School.

20. **UTILITY FEES:** Sublessee shall be responsible for the payment of all charges directly to the applicable utility companies for the furnishing of gas, electricity, water and other public utilities to the Land/School and for having all utilities turned off when the Land/School are surrendered.

21. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should Sublessee breach any of the covenants, terms, or conditions of this Sublease, Sublessor shall give written notice to Sublessee to remedy such breach within sixty (60) days of such notice, except for those instances where notice shall not be required as expressly set forth in this Sublease. In the event Sublessee fails to remedy the breach to the satisfaction of Sublessor within sixty (60) days of receipt of written notice, or does not provide Sublessor with a written response indicating the status of Sublessee curing of the breach and providing a mutually agreeable schedule to cure the breach, said approval not to be unreasonably withheld, or if such breach requires immediate action then within the time period set forth in Sublessor's notice of breach, then within thirty (30) days thereafter, as applicable, Sublessor may either: (1) terminate this Sublease and recover from Sublessee all damages Sublessor may incur by reason of the breach, including, but not limited to, the cost of recovering the Land, or (2) maintain this Sublease in full force and effect and exercise all rights and remedies herein conferred upon Sublessor and/or provided under applicable law.

Notwithstanding the above, in the event of a material breach on the part of Sublessee (as enumerated below), Sublessee shall have ten (10) days from receipt of notice from Sublessor to cure such material breach. In the event Sublessee fails to cure the material breach within ten (10) days after receiving written notice, Sublessor shall have the right to terminate this Sublease. The following shall constitute a material breach on the part of Sublessee: (1) failure to operate the School for more than sixty (60) consecutive days, except in the event of Force Majeure as defined in this Sublease and excluding the summer break, (2) failure to operate the School in conformance with Section 6 of this Sublease, and/or (3) failure to obtain and keep the insurance coverages required pursuant to the terms of this Sublease.

Should Sublessor breach any of the covenants, terms, or conditions of this Sublease, Sublessee shall give written notice to Sublessor to remedy such breach within sixty (60) days of such notice. In the event Sublessor fails to remedy the breach to the satisfaction of Sublessee within sixty (60) days of receipt of written notice, or does not provide Sublessee with a written response indicating the status of Sublessor curing of the breach and providing a mutually agreeable schedule to cure the breach, said approval not to be unreasonably withheld, or if such breach requires immediate action then within the time period set forth in Sublessee's notice of breach, then within thirty (30) days thereafter, as applicable, may either: (1) terminate this Sublease and recover from Sublessor all damages Sublessee may incur by reason of the breach, including, but not limited to, the cost of recovering the capital costs expended by Sublessee in construction of the School, as depreciated equally over the Initial Term of this Sublease, or (2) maintain this Sublease in full force and effect and exercise all rights and remedies herein conferred upon Sublessee and/or provided under applicable law.

Notwithstanding the above, in the event of a material breach on the part of Sublessor (as enumerated below), Sublessor shall have ten (10) days from receipt of notice from Sublessee to cure such material breach. In the event Sublessor fails to cure the material breach within ten (10) days after receiving written notice, Sublessee shall have the right to terminate this Sublease. The

following shall constitute a material breach on the part of Sublessor: (1) default by Sublessor under the Master Lease with TIITF, which default impacts Sublessee's ability, in Sublessee's reasonable discretion, to continue its occupancy and use of the Land and/or operate the School (provided, however, that if upon said default by Sublessor, TIITF, in its sole discretion, assumes this Sublease or enters into a separate sublease with Sublessee for the Land, on substantially similar terms and conditions to those contained in this Sublease, such that Sublessee's ability to continue the occupancy and use of the Land and/or operation of the School is not impacted other than on a de minimis basis, then said default by Sublessor under the Master Lease with TIITF shall not be a material breach hereunder). In the event of such termination, Sublessor shall reimburse Sublessee the capital costs expended by Sublessee in construction of the School, as depreciated equally over the Initial Term of this Sublease.

22. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:**

Sublessee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Land, including, but not limited to, mortgages or construction liens against the Land or against any interest of TIITF and Sublessor therein. No act taken pursuant to or in furtherance of this Sublease shall be or be construed to be, a pledge of the credit of the State of Florida, or any agency, political subdivision, department or board thereof.

23. **INDEMNIFICATION:** To the extent and solely within the limits of Section 768.28 Florida Statutes, Sublessee shall indemnify and hold harmless TIITF and Sublessor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which Sublessor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Sublease by Sublessee or its employees, agents, servants, partners, principals, contractors and/or subcontractors. Sublessee shall pay, subject to the limitations of Section 768.28, Florida Statutes, all claims and losses in connection therewith and shall investigate all claims, suits or actions of any kind or nature in the name of Sublessor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Sublessee expressly understands and agrees that any insurance protection required by this Sublease or otherwise provided by Sublessee shall in no way limit the responsibility to indemnify, keep and save harmless Sublessor or its officers, employees, agents and instrumentalities as herein provided to the extent and solely within the limits of Section 768.28, Florida Statutes.

24. **SURRENDER OF LAND:** Subject to Section 12 above, Sublessee agrees to surrender to Sublessor, at the end of the Term of this Sublease, or any extension thereof, said Land and improvements thereon, including the School, in good condition and repair, with ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.

25. **TERMINATION:** Except as otherwise expressly set forth in other sections of this Sublease, Sublessor shall not terminate this Sublease during the Initial Term nor the Automatic Renewal Term.

26. **RELOCATION:** If Sublessor requires relocation of the School to an alternative location, approved by Sublessee, elsewhere on the Biscayne Bay Campus, Sublessor shall pay for any and all commercially reasonable, actual out of pocket costs associated with such relocation, in

full compliance with the terms and conditions of this Sublease, and guarantee to Sublessee no interruption of service.

27. **CONDEMNATION:** In the event that any government, including any agency of the State of Florida other than Sublessor, or any corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the Term of this Sublease, acquire title to the Land (which for the purpose of this section only shall include not only the Land hereby demised but also the building(s) and other improvements erected thereon by Sublessee) or acquire title to such substantial portion thereof so that Sublessee cannot make use of the residue for the purposes intended by this Sublease, such acquisition of title shall terminate this Sublease effective as of the date on which the condemning party takes possession thereof. If such taking is subsequent to the commencement of construction of the School, Sublessor and Sublessee shall be entitled to separate awards. Prior to or during the construction of the School, if the condemning party acquires title to a portion of the Land only, and Sublessee can make beneficial use of the residue thereof for the purposes intended by this Sublease, as determined solely by Sublessee, then this Sublease shall continue in full force and effect. The proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either Party in connection therewith shall be applied first to the repair or restoration of the improvements by Sublessee in accordance with Section 8 above. Any remaining balance of the condemnation proceeds shall be divided between the Parties according to the proportion of their ownership or leasehold interests in the Land which were taken.

It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Sublessor or Sublessee to appeal the award made by any court or other public agency in any condemnation proceeding.

28. **COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:** Sublessee shall provide proof of compliance with all applicable required licenses, permits and other legal requirements prior to and following execution of this Sublease upon Sublessor's request for same. Throughout the Term of this Sublease, Sublessee covenants and agrees to comply with all laws, rules and regulations which may be applicable to its operation under this Sublease.

29. **INTERIM USE OF FIU CLASSROOMS AND FACILITIES FOR EXISTING PROGRAM:** Sublessee currently occupies thirteen (13) classrooms within the Biscayne Bay Campus as well as the four (4) existing portable classrooms within the Biscayne Bay Campus (collectively, the "**Existing Classroom Space**") pursuant to the terms and conditions of that certain Amended and Restated Master Joint Use Agreement dated August 31, 2018 between the Parties (the "**MJUA**"). The Parties agree that Sublessee shall have continued use of the Existing Classroom Space until such time as the School is occupied by Sublessee, provided Sublessee is not in default under the terms of the MJUA and subject to all terms and conditions of the MJUA. The Parties further agree that Sublessee's continued use of the Existing Classroom Space past June 15, 2018 shall be accomplished via execution of a new Site Specific Use Request Form, which will govern the continued use and occupancy of the Existing Classroom Space by Sublessee.

30. **SITE ACCESS AGREEMENT:** Effective with the Effective Date of this Sublease, Sublessee, its agents, employees and representatives shall be authorized to access the Land, with full right to: (a) inspect the Land, (b) conduct any and all inspections, investigations and tests on the Land, including, but not limited to, soil borings and hazardous waste studies, (c) obtain a survey of

the Land, and (d) make such other inspections, examinations or testing as Sublessee, its counsel, licensed engineers, surveyors or other representatives may deem necessary (collectively, the “**Due Diligence Investigations**”). The Due Diligence Investigations shall be performed in a manner not to unreasonably interfere with or disrupt the operations taking place at the Biscayne Bay Campus, and in compliance with all applicable provisions of this Sublease.

Any and all costs and expenses associated with Sublessee’s Due Diligence Investigations of the Land shall be Sublessee’s sole cost and expense. At the conclusion of the Due Diligence Investigations, Sublessee shall repair and restore any damage to the Land caused by Sublessee’s Due Diligence Investigations.

Notwithstanding anything contained herein to the contrary, Sublessee shall not indemnify or hold Sublessor harmless with respect to, and Sublessee shall not be required to, remove, remediate, dispose or otherwise deal with any Hazardous Substance samplings derived from the Land or property containing Hazardous Substances which it finds in connection with its Due Diligence Investigations of the Land.

31. **MISCELLANEOUS:**

a. **Assignment:** Sublessee shall not have the right to assign this Sublease in whole or in part without the prior written consent of Sublessor and TIITF. Any assignment made either in whole or in part without the prior written consent of Sublessor and TIITF shall be void and without legal effect.

b. **No Waiver of Breach:** The failure of Sublessor or Sublessee to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver by Sublessor or Sublessee of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by Sublessor or Sublessee, as applicable.

c. **Time:** Time is expressly declared to be of the essence of this Sublease.

d. **Non-Discrimination:** As a condition of obtaining this Sublease, Sublessee hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap or marital status with respect to any activity occurring within the Land or upon lands adjacent to and used as an adjunct of the Land.

e. **Right of Audit:** Sublessee shall make available to Sublessor and TIITF all financial and other records relating to this Sublease, and Sublessor and/or the TIITF shall have the right to audit such records at any reasonable time. This right shall be continuous until this Sublease expires or is terminated. Should Sublessee fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes, Sublessor may place Sublessee in breach, as provided for in Section 21.

This Sublease shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Both Parties understands the broad nature of these laws and agrees to comply with Florida’s Public



Records Laws and laws relating to records retention. Both Parties shall keep and maintain public records required to perform the duties and responsibilities contained herein. The Parties shall keep records to show its compliance with this Sublease. Both Parties, their contractors and subcontractors must make available, upon request of the other Party, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of such Party or its assigns, contractors or subcontractors which are directly pertinent to this specific Sublease for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from a requesting Party, the other Party shall provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, Florida Statutes, as may be amended, or as otherwise provided by law. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Sublease and following the expiration or early termination or cancellation of this Sublease if the such Party does not transfer the records to the other Party. The Parties, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The Parties, upon completion of the Sublease, shall transfer, at no cost to the other Party, all public records in possession of each Party or keep and maintain public records required by the other Party to perform the service. If a Party transfers all public records to the other Party upon completion of the Sublease, such Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a Party keeps and maintains public records upon completion of the Sublease, such Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from such Party's custodian of public records, in a format that is compatible with the information technology systems of the requesting Party.

The Parties shall incorporate this provision into every contract that it enters into relating to the Land.

**IF SUBLESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBLEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

f. **Quiet Enjoyment:** Sublessor agrees that Sublessee, upon observing and keeping the agreements and covenants of this Sublease to be observed and kept on its part, shall lawfully and quietly hold, occupy and enjoy the Land during the Term, without hindrance from Sublessor or anyone claiming by, through or under Sublessor.

g. **Notices:** Whenever this Sublease requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth below by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) facsimile transmission with confirmed receipt, or (d) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. Addresses for notices are as follows:

- i. Any notice to be served upon Sublessor shall be served to the following address:

Office of Finance and Administration  
The Florida International University Board of Trustees  
Modesto Maidique Campus  
11200 SW 8<sup>th</sup> Street, PC 523  
Miami, Florida 33191  
Attn.: Chief Financial Officer  
Fax: 305-348-3678  
Email: [kenneth.jessell@fiu.edu](mailto:kenneth.jessell@fiu.edu)

With a copy to:

Office of the General Counsel  
The Florida International University Board of Trustees  
Modesto Maidique Campus  
11200 SW 8<sup>th</sup> Street, PC 511  
Miami, Florida 33199  
Attn.: General Counsel  
Fax: 305-348-3272  
E-mail: [generalcounsel@fiu.edu](mailto:generalcounsel@fiu.edu)

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund  
c/o State of Florida Department of Environmental  
Protection  
Division of State Lands  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard, M.S. 130  
Tallahassee, Florida 32399-3000

- ii. Any notice to be served upon Sublessee shall be served to the following address:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132  
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Chief Facilities Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132



Fax: 305-995-4760  
E-mail: [JTorrens@dadeschools.net](mailto:JTorrens@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: School Board Attorney  
Fax: 305-995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and  
[ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund  
c/o State of Florida Department of Environmental  
Protection  
Division of State Lands  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard, M.S. 130  
Tallahassee, Florida 32399-3000

- iii. Except as otherwise provided in this Sublease, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Sublease would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Sublease shall be defined as calendar day, unless otherwise provided. Counsel for Sublessor and Counsel for Sublessee may deliver Notice on behalf of Sublessor and Sublessee, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

h. **Construction:** Both Parties have negotiated this Sublease and therefore its interpretation shall not be construed against either Party as drafter.

i. **Governing Law/Venue/Attorney's Fees:** The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Sublease, and venue for any actions brought hereunder shall be in the state courts located in Miami-Dade County, Florida, provided, however, that (i) in the event that TIITF is a party, the venue shall be in Leon County, Florida; and (ii) Sublessee shall not be obligated to agree to a venue in Leon County unless and until Sublessee's Superintendent of Schools provides a waiver of the requirement that venue must occur in Miami-Dade County.

In the event of any litigation between the Parties under this Sublease, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Sublease.

j. **Sovereign Immunity:** Nothing in this Sublease shall be deemed to affect the rights, privileges and immunities afforded Sublessee, Sublessor, The Florida Board of Governors and the State of Florida by law. Nothing herein is intended to serve as a waiver of sovereign immunity by Sublessor or Sublessee. Nothing hereby shall be construed by Sublessor or Sublessee to be sued by third parties in any manner arising out of this Sublease.

k. **Further Assurances/Authority of Superintendent:** Upon request of the other Party, each Party shall execute and deliver such documents or take such action as may be reasonably requested in order to fully carry out the intent and purpose of this Sublease.

For purposes of this Sublease, the Superintendent of Schools or his/her designee shall be the party designated by Sublessee to grant or deny any and all approvals required by this Sublease relating to ongoing collaboration between the Parties, any construction by Sublessee, or any other operational issues.

In addition to the above, the Superintendent of Schools shall also be the party designated by Sublessee to grant or deny any approvals required by this Sublease, including without limitation, amending any of the exhibits to the Sublease, placing Sublessor in breach, and renewing, extending, canceling or terminating the Sublease.

l. **Final Agreement:** This Sublease constitutes the full and complete understanding of the Parties regarding the subject matter addressed herein and supersedes all prior oral or written understandings. No provision of this Sublease may be modified or added to unless by a written agreement signed in the same manner as this Sublease.

m. **Effective Date.** The "Effective Date" of this Sublease shall be the date upon which the last Party to execute the Sublease has done so, as evidenced by the date noted below its signature.

n. **Severability; Invalidity of any Provision:** Nothing contained in this Sublease shall be construed as to require the commission of an act contrary to law, and whenever there is any conflict between any provision of this Sublease and any present statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail. In such event, and in any case in which any provision of this Sublease is determined by a court of competent jurisdiction to be in violation of a statute, law, ordinance, or regulation, the affected provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and, insofar as possible under the circumstances, to carry out the purposes of this Sublease.

o. **Section Captions:** Articles, subsections and other captions contained in this Sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Sublease or any provisions thereof.

p. **No Brokers:** Each Party warrants and represents to the other that no brokers have been involved in this transaction, and that no conversations or prior negotiations were had with any broker regarding the subleasing of the Land.

q. **Independent Contractor Status:** It is mutually understood and agreed that the relationship between the Parties shall be that of independent entities contracting with each other at arm's length towards an independent contractor relationship. This Sublease does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the Parties.

r. **Counterparts:** This Sublease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Sublease. To the extent permissible under Florida law, a facsimile/electronic (i.e. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Sublease.

s. **Radon Gas Disclosure:** 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 the Miami-Dade County, Florida public health unit.

t. **Force Majeure:** Except as otherwise expressly provided herein, neither Party shall be responsible for any delay in their respective performances called for under this Sublease that is caused by acts of God, war, national emergency or labor strike ("**Force Majeure**").

u. **Rules and Regulations:** Sublessee shall establish and enforce rules and regulations governing the operation and use of the School and Land by Sublessee's students, staff and visitors, which rules and regulations shall not be in conflict with any of the terms and conditions of this Sublease.

v. **Sublessor Marks.** Other than as set forth below, Sublessee shall not use the name of Sublessor without the express written consent of Sublessor. Nothing in this Sublease shall be construed to grant Sublessee the right to use the symbols, logos, trademarks or other representations of Sublessor or its athletic teams without the express written consent of Sublessor. Sublessee agrees that upon the request of Sublessor, it shall place the phrase "Not affiliated with Florida International University" on all advertisements, promotional material, correspondence, or other written documents or materials distributed or made available to the public. Notwithstanding the above, the Board may at all times and without further permission from Sublessor, use the name "MAST @ FIU" or variations thereof, to describe the School, and may include this name in all materials and information related to the School and its operations, including, without limitation, the District website.

w. **WAIVER OF JURY TRIAL.** NEITHER SUBLESSOR NOR SUBLESSEE SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS SUBLEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY



WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS SUBLEASE.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Sublease to be executed by its duly authorized officers, in four (4) originals, all on the day and year written under the signature lines below.

Signed, Sealed and delivered in the presence of:

Print Name: Wendy Hargis

Print Name: Elia net Deville.

SUBLESSOR:

THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES

By: [Signature]

Name: Dr. Mark B. Rosenberg

Title: President

Date: \_\_\_\_\_

Approved as to form  
and legality

[Signature]  
F.I.U. Attorney

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 15 day of January, 2019, by Dr. Mark B. Rosenberg, as President, on behalf of THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES. He is ( ☒ ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

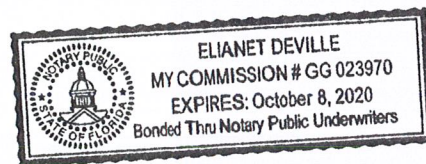
Notary Signature: [Signature]

Printed Name: Elia net Deville.

Notary Public


My Commission Expires: \_\_\_\_\_

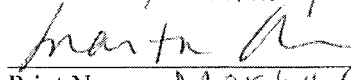
(Notary Seal)




Signed, sealed and delivered in the presence of:

**SUBLESSEE:**  
THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

  
Print Name: Nathaly Simon


  
Print Name: Marta C. Alvarado

By:   
Alberto M. Carvalho  
Superintendent of Schools  
Date: 2/22/19

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE        )

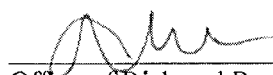
9 The foregoing instrument was acknowledged before me this 22 day of February, 2018, by Alberto M. Carvalho, as the Superintendent of Schools of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA. He is (☒) personally known to me or ( ) has produced \_\_\_\_\_ as identification.



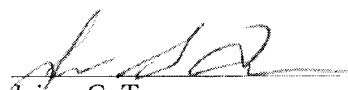
Notary Signature:   
Printed Name: Sandra Johnakin  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

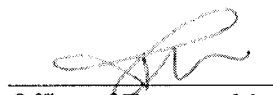
**TO THE SUBLESSEE:**  
**APPROVED AS TO RISK**  
**MANAGEMENT ISSUES:**

  
Office of Risk and Benefits Management  
Date: 2/7/19

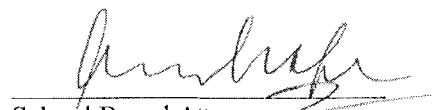
**RECOMMENDED:**

  
Jaime G. Torrens  
Chief Facilities Officer  
Date: 2/4/19

**TO THE SUBLESSEE:**  
**APPROVED AS TO**  
**TREASURY**  
**MANAGEMENT ISSUES:**

  
Office of Treasury Management  
Date: 2/8/19

**TO THE SUBLESSEE:**  
**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY:**

  
School Board Attorney  
Date: 02/13/2019

**CONSENT OF  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA**

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, being the ground lessor under that certain ground lease dated January 22, 1974, as amended, hereby consents to the Sublease Agreement by and between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, as "Sublessor" and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, as "Sublessee".

Signed, Sealed and delivered in the presence of:

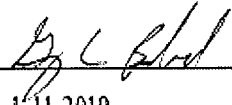
**BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Name: Cheryl McCall, Chief  
Title: Bureau of Public Land Administration,  
Division of State Lands, State of Florida  
Department of Environmental Protection, for and  
on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of Florida  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Approved subject to proper execution:

By:   
Date: 1-11-2019

**Exhibit A:**

**Land  
Portion of FIU Biscayne Bay Campus  
PHASE 1:**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE NORTH 87 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, FOR 250.00 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES 25 SECONDS EAST FOR 613.60 FEET TO A POINT KNOWN AS P.R.M. NO. 104; THENCE SOUTH 24 DEGREES 48 MINUTES 07 SECONDS EAST FOR 2,280 FEET TO A POINT KNOWN AS P.R.M. NO. 103; THENCE NORTH 24 DEGREES 48 MINUTES 07 SECONDS WEST FOR 596.01 FEET; THENCE NORTH 65 DEGREES 11 MINUTES 53 SECONDS EAST FOR 143.54 FEET; THENCE SOUTH 25 DEGREES 46 MINUTES 30 SECONDS EAST FOR 485.19 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1970.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 48 SECONDS FOR AN ARC DISTANCE OF 344.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35 DEGREES 47 MINUTES 18 SECONDS EAST FOR 95.38 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; SAID LAST THREE COURSES LYING ALONG THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 8869 AT PAGE 894 OF THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 67 DEGREES 28 MINUTES 53 SECONDS EAST FOR 720.60 FEET; THENCE SOUTH 22 DEGREES 31 MINUTES 07 SECONDS EAST FOR 25.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 198.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 38 MINUTES 30 SECONDS, FOR AN ARC DISTANCE OF 95.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 50 DEGREES 09 MINUTES 37 SECONDS EAST FOR 81.21 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 117 DEGREES 50 MINUTES 46 SECONDS, FOR AN ARC DISTANCE OF 51.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 41 MINUTES 09 SECONDS WEST FOR 213.72 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 57 SECONDS, FOR AN ARC DISTANCE OF 34.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28 DEGREES 26 MINUTES 12 SECONDS WEST FOR 73.96 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 20 MINUTES 04 SECONDS, FOR AN ARC DISTANCE OF 13.38 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 14 MINUTES 40 SECONDS, FOR AN ARC DISTANCE OF 120.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60 DEGREES 00 MINUTES 55 SECONDS WEST FOR 247.24; THENCE NORTH 35 DEGREES 47 MINUTES 18 SECONDS WEST ALONG SAID WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8869 AT PAGE 894 FOR 364.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA.

BSM  
BY SK  
DATE: 12.19.2018



PHASE 2:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE NORTH 87 DEGREES 00 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, FOR 250.00 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES 25 SECONDS EAST FOR 613.60 FEET TO A POINT KNOWN AS P.R.M. NO. 104; THENCE SOUTH 24 DEGREES 48 MINUTES 07 SECONDS EAST FOR 2,280 FEET TO A POINT KNOWN AS P.R.M. NO. 103; THENCE NORTH 24 DEGREES 48 MINUTES 07 SECONDS WEST FOR 596.01 FEET; THENCE NORTH 65 DEGREES 11 MINUTES 53 SECONDS EAST FOR 143.54 FEET; THENCE SOUTH 25 DEGREES 46 MINUTES 30 SECONDS EAST FOR 485.19 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1970.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 48 SECONDS FOR AN ARC DISTANCE OF 344.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35 DEGREES 47 MINUTES 18 SECONDS EAST FOR 95.38 FEET; SAID LAST THREE COURSES LYING ALONG THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 8869 AT PAGE 894 OF THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 67 DEGREES 28 MINUTES 53 SECONDS EAST FOR 720.60 FEET; THENCE SOUTH 22 DEGREES 31 MINUTES 07 SECONDS EAST FOR 25.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 198.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 38 MINUTES 30 SECONDS, FOR AN ARC DISTANCE OF 95.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 50 DEGREES 09 MINUTES 37 SECONDS EAST FOR 81.21 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 117 DEGREES 50 MINUTES 46 SECONDS, FOR AN ARC DISTANCE OF 51.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 41 MINUTES 09 SECONDS WEST FOR 164.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 67 DEGREES 41 MINUTES 09 SECONDS WEST FOR 49.55 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 57 SECONDS, FOR AN ARC DISTANCE OF 34.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28 DEGREES 26 MINUTES 12 SECONDS WEST FOR 73.96 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 20 MINUTES 04 SECONDS, FOR AN ARC DISTANCE OF 13.38 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 14 MINUTES 40 SECONDS, FOR AN ARC DISTANCE OF 120.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60 DEGREES 00 MINUTES 55 SECONDS WEST FOR 247.24 TO A POINT LYING ON THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8869 AT PAGE 894; THENCE SOUTH 35 DEGREES 47 MINUTES 18 SECONDS EAST ALONG SAID WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8869 AT PAGE 894 FOR 83.16 FEET TO A POINT LYING ALONG A SOUTHERLY LINE OF SAID AFORE-MENTIONED PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8869 AT PAGE 894; THENCE NORTH 58 DEGREES 14 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE FOR 253.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 22 MINUTES 15 SECONDS, FOR AN ARC DISTANCE OF 202.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 11 DEGREES 51 MINUTES 58 SECONDS EAST FOR 45.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 49 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 58.45 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.

EXECUTION VERSION

SAID PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF  
NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA.

BSM

BY SK

DATE: 12.19.2018

**Exhibit B:**  
**Florida International University Standards for Telecommunications Facilities for  
Nonresidential/Residential Life Buildings**

The purpose of this standard is to provide for the planning and installation of telecommunications facilities in new buildings and major renovations. This standard has been developed with little knowledge of the telecommunications equipment that subsequently will be installed. Therefore, the definitions included herewith are for generic telecommunications facilities that will support a multitude of rapidly changing telecommunications technologies in a multivendor and variable end user environment.

This standard recognizes three fundamental concepts related to telecommunications and buildings:

- (1) Buildings are dynamic. Renovation, remodeling and upgrading are more the rule than exception. This standard takes into account that change will occur.
- (2) Building telecommunications systems and media are dynamic. As time passes both telecommunications equipment and media change considerably. This standard recognizes this fact and the facilities prescribed herein are capable of supporting a vast array of telecommunications systems and media.
- (3) Telecommunications is more than telephones. Telecommunications is inclusive of a variety of building systems including data systems, environmental control, security, audio, television, sensing, alarms, emergency communications and much more.

Above all, this standard recognizes a fact of fundamental importance: if a building is to be properly designed, built and provisioned for telecommunications systems, it is imperative that the telecommunications design be incorporated during the architectural design phase.

The FIU/UTS Infrastructure Department developed this document in accordance with industry specifications. It is the standard by which the University defines the physical facilities required for the provisioning of telecommunications systems for new buildings and major renovations to existing buildings. These specifications take into account the physical facilities such as the size and provisioning of telecommunications rooms, cable distance limitations, vertical and horizontal cabling considerations, number and size of conduits and numbers and types of information outlets. The general cabling requirements are not addressed, because FIU/UTS is solely responsible for the installation of all the telecommunications wiring in all FIU buildings and campuses.

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4.2 MANHOLES .....	

## 1.0 GENERAL

- 1.1 **RESPONSIBILITY** - It is the responsibility of the project architect/engineer to ensure the inclusion of the standards for building telecommunications facilities into the design and construction documents for new and major renovation projects.
- 1.2 **REFERENCES** - In addition to the specifications included herewith the architect/engineer is encouraged to refer to the following publications for guidance during the design of the communications infrastructure:

Building Industry Consulting Service International (BICSI); Telecommunications Distribution Methods Manual (Latest Edition).

Electronic Industries Association, Telecommunications Industry Association (EIA/TIA) Building Telecommunications Wiring Standards.

NFPA's National Electric Code (NEC).

FIU/UTS Infrastructure Department.

- 1.3 **COORDINATION** - Prior to the start of any telecommunications related work, the contractor shall coordinate the installation with the UTS/Infrastructure Department ..

## 2.0 CABLE PATHWAYS

### 2.1 INFORMATION OUTLETS

- 2.1.1 **REQUIREMENTS** - Specific requirements for information outlets for each room and each project must be coordinated with the building occupants at the onset of the design phase of major renovations and new construction projects. The architect/engineer for major renovation and new construction projects is cautioned that the Building Program for the project includes requirements, but may not be all-inclusive regarding communication facilities. Therefore, the project architect/engineer must work closely with the building occupant and the FIU/UTS Infrastructure Department to minimize the need for revisions and changes after the completion of the design phase.

- 2.1.2 **FLOOR MOUNTED** - The use of floor mounted information outlets is strongly discouraged as it does not allow for flexibility in furniture layout and inhibits future changes to the telecommunications system.

- 2.1.3 **ELECTRICAL BOXES** - Locations for information/wireless outlets must be equipped with a 4 in. X 4 in. X 2.5-in. electrical box equipped with a mudring sized for the installation of a standard duplex outlet.

2.1.3.1 **WATERPROOF BOXES**- Outdoor wireless antenna, outdoor paging horns , and outdoor security cameras locations must be equipped with a 4 in. X 4 in. X 2.5-in waterproof box with blank cover.



- 2.1.4 MOUNTING HEIGHT - Electrical boxes installed for information outlets must be placed at the same level as the adjacent duplex electrical receptacles or at least fifteen (15) inches above the finished floor.
- 2.1.4.1 Electrical boxes installed for information outlets located above counters equipped with a splash back must be placed at 6 in. above the top of the counter. (Measure to the center of the outlet.)
- 2.1.4.2 Electrical boxes installed for information outlets located above counters not equipped with a splash back must be placed at 12 in. above the top of the counter. (Measure to the center of the outlet.)
- 2.1.4.3 Electrical boxes installed for emergency phones in classrooms/lecture halls/auditoriums/labs/lounges/conference rooms/ shall be mounted 48 in. above finished floor.
- 2.1.4.4 Electrical boxes installed for indoor wireless access points information outlets shall be located above drop ceiling spaces or alternate location that is determined by UTS after site survey is completed.
- 2.1.4.5 Waterproof boxes for outdoor wireless antennas and emergency paging horns installation heights will be provided to contractor after a site survey of building is conducted by UTS.
- 2.1.4.6 Electrical boxes installed for emergency call buttons in all Residential Life building apartments shall be mounted 48 in. above finished floor by entrance.
- 2.1.4.7 Electrical boxes installed for indoor security cameras outlets shall be located above drop ceiling spaces or alternate location that is determined by UTS and Facilities after site survey is completed.
- 2.1.5 FACULTY/ADMINISTRATIVE OFFICES must have a minimum of one (1) information outlet per designated occupant, however two (2) are recommended for furniture relocation of additional staff.
- 2.1.6 CLERICAL/STAFF OFFICES shall have a minimum of one (1) information outlet per designated occupant plus one (1) information outlet for every two (2) additional occupants.
- 2.1.7 SECRETARY/ADMINISTRATIVE ASSISTANT OFFICES shall have a minimum of one information outlet per designated occupant plus two (2) outlets per office or two (2) extra outlets per five (5) people.
- 2.1.8 CLASSROOM/LECTURE HALLS/Auditoriums shall have a minimum of one (1) information outlet for emergency phone, and one (1) to four (4) information outlets for data depending on occupancy size:

Classroom Size	Minimum Number
(Student Occupancy)	of Outlets

1-50	1
51-100	2
101-200	3
201 or more	4

2.1.8.1 The recommended location priority relationship for the information outlets must be: chalkboard/dry eraser board, lectern, projection booth/rear wall and remaining sides. The recommended location for emergency phone must be: next to chalkboard/dry erase board or teaching station podium.

2.1.9 GRADUATE STUDENT OFFICES shall have a minimum of one (1) information outlets per designated occupant.

2.1.10 LABORATORIES shall have a minimum of one (1) information outlet per room; actual number may be more depending on function and occupant requirements.

2.1.11 CONFERENCE ROOMS shall have a minimum of one (1) information outlet per room. Rooms with more than 500 ft<sup>2</sup> shall have a minimum of two (2) information outlets installed.

2.1.12 STORAGE AREAS shall have a minimum of one (1) information outlet for rooms over 500 ft<sup>2</sup> and one (1) additional outlet for each additional 2000 ft<sup>2</sup>.

2.1.13 INDOOR WIRELESS AREAS shall have a minimum of one (1) information outlet location per access point which will be located above ceiling.

2.1.14 OUTDOOR WIRELESS AREAS shall have a minimum of one (1) information outlet location per access point, to be located above ceiling on the inside of the outside wall of building.

2.1.15 OUTDOOR EMERGENCY PAGING HORNS shall have a minimum of (1) information outlet location per horn, to be located on the outside wall of building.

2.1.16 RESIDENTIAL LIFE APARTMENTS shall have a minimum of (1) information outlet location, in each bedroom, and common area.

## 2.2 CONDUITS

2.2.1 A 1 inch EMT conduit must be installed from each information outlet electrical box including indoor/outdoor wireless access point, emergency call buttons, security cameras, EMS, and emergency paging horn location and "stubbed" up above the ceiling level to cable tray. (Please see attached drawing, Fig. 2.2.1-A)

2.2.2 If fixed ceilings are installed cable trays cannot be used and conduit from information outlets must be "homerun" to the telecommunications room or nearest cable tray.

- 2.2.3 The open ends of conduits and/or sleeves must be equipped with bushings to avoid damage to cable sheaths and must be readily accessible and not concealed within walls.
- 2.2.4 Telecommunications rooms contain the vertical cable riser space. Conduits and/or sleeves must be used to interconnect telecommunications rooms. The open ends of conduits and/or sleeves must be located a maximum of 3 in. from the wall and extend a minimum of 1 in. above the finished floor.
- 2.2.5 REQUIRED NUMBER - The minimum number of conduits, and/or sleeves interconnecting the telecommunications rooms must be determined as follows:

<u>Building Total (Square Footage)</u>	<u>Quantity of Conduits</u>	<u>Size of Conduit</u>
Up to 50,000 ft <sup>2</sup>	3	4"
50,001 ft <sup>2</sup> to 100,000 ft <sup>2</sup>	4	4"
100,001 ft <sup>2</sup> to 300,001 ft <sup>2</sup>	5-8	4"
300,001 ft <sup>2</sup> to 500,000 ft <sup>2</sup>	9-12	4"

- 2.2.6 PULL BOXES - A pull box must be installed in sections of conduit longer than 100 ft. or containing more than two 90-degree bends or if there is a reverse bend in the run.
- 2.2.7 Minimum requirements for installed conduit, such as support, end protection, and continuity, are found in appropriate electrical codes.
- 2.2.8 The inside radius of a bend in conduit must be at least 6 times the internal diameter. When the conduit size is greater than 2 in. the inside radius must be at least 10 times the internal diameter of the conduit.
- 2.2.9 PULL CORDS - All conduits must have a fish tape or pull cord, rated for 200 lbs. of pull force, and installed end-to-end.
- 2.2.10 ELEVATOR – A ¾" conduit must be installed from each elevator equipment room to the nearest telecommunication room or cable tray.
- 2.2.11 EMS – A 1" conduit must be installed from each mechanical room "homerun" back to the nearest telecommunication room or cable tray.
- 2.2.12 FIREALARM - A ¾" conduit must be installed from the fire alarm panel to the nearest telecommunication room or cable tray.

Note: (1) Under **no** circumstances will flexible metallic conduit be used for any telecommunication wiring.  
 (2) Under **no** circumstances will any conduits be "daisy-chained" together.

## 2.3 CABLE TRAYS

- 2.3.1 Cable trays are rigid structures for the containment of telecommunications cables.

- 2.3.2 GROUNDING - Cable trays must be installed and grounded in accordance with the National Electric Code (NEC) and local requirements. (Please see attached drawing, Fig. 2.3.2-A)
- 2.3.3 TYPE - Cable trays must be of the 12 to 18-in. ladder type, equivalent to Wiremold, Part No. A060612, unless otherwise specified by the UTS Project Manager.
- 2.3.4 Cable trays must be installed above false ceilings and run down hallways and corridors providing a pathway for telecommunications cable from the information outlets to the respective telecommunications closet.
- 2.3.5 Cable tray installation must be coordinated with all work of other trades to avoid any interference. Cable trays must be installed such that they are not obstructed by other trades equipment, i.e. air conditioning ducts, electrical conduit etc. Cable trays must be easily accessible for the installation of cables and, future changes to telecommunications systems.
- 2.3.6 A minimum of 3-in. clear vertical space must be available between the top of the ceiling tiles and the bottom of the cable tray. A minimum of 12 in of clear horizontal space on each side of the cable tray must be available. Also, minimum of 6 in of clearance must be available between the top of the cable tray and any other utilities.
- 2.3.7 Under **no** circumstances, shall any other utilities pass within the distances specified in 2.3.6
- 2.3.8 To avoid electromagnetic interference, all cable pathways must provide clearances of at least:
- 4 ft. from large motors or transformers.
  - 1 ft from conduit and cables used for electrical power distribution.
  - 5 in. from fluorescent lighting. Pathways should cross perpendicular to fluorescent lighting and electrical power cables or conduits.

### 3.0 TELECOMMUNICATIONS ROOMS

#### 3.1 DESCRIPTION/DEFINITION

- 3.1.1 Telecommunications rooms must be dedicated to the telecommunications function and related support facilities. Telecommunications rooms must not be shared with janitorial facilities or other trades especially with electrical installations other than those required for telecommunications systems.
- 3.1.2 Telecommunications room refers to any room where telecommunications facilities terminate and telecommunications system equipment is housed.

- 3.1.3 The term building Intermediate Cross Connect (IC) is used to indicate the telecommunications room where the campus backbone facilities enter the building.
- 3.1.4 The term Telecommunications Rooms (TR) is used to designate the telecommunications room required for the distribution of facilities to adjoining floors and areas exceeding distance limitations.
- 3.1.5 NUMBER OF ROOMS. There must be a minimum of one telecommunications room per floor and centrally located in the building, unless otherwise specified by the UTS Project Manager. Additional telecommunications rooms must be provided when:

- (1) The floor area to be served exceeds 10,000 ft<sup>2</sup>, or
- (2) The horizontal distribution distance to the workstation exceeds 295 ft. ,

- 3.1.6 SIZING OF ROOMS. Telecommunications rooms must be sized as follows:

Serving Area (net bldg. ft <sup>2</sup> )	Room Size
10,000 ft <sup>2</sup>	10 ft. X 11 ft.
8,000 ft <sup>2</sup>	10 ft. X 9 ft.
5,000 ft <sup>2</sup> - less	10 ft. X 7 ft.

10 ft. X 7 ft. is the minimum size for telecommunications rooms.

- 3.1.7 Telecommunications rooms must be stacked vertically to provide for the installation of telecommunications facilities between floors. Telecommunications rooms must be interconnected as specified in section 2.2.5.
- 3.1.8 BACKBOARDS – All four walls must be covered with rigidly fixed 3/4 in. x 4 ft. X 8 ft. A-C plywood, preferably void free, capable of supporting attached equipment and painted with black fire retardant paint.
- 3.1.9 LIGHTING - Lighting must be a minimum of 50-ft. candles measured 3 ft. above the finished floor, mounted 8.5 ft. minimum above finished floor.
- 3.1.10 CEILINGS - False ceilings are not allowed in any Telecommunication Room.
- 3.1.11 DOORS - The door must be a minimum of 36 in. wide and 80 in. high, without doorsill, hinged to open outward and fitted with a lock.
- 3.1.12 KEYING - Access to all telecommunication rooms will be through one uniform master key system. Facilities Management will establish the lock type to be used.
- 3.1.13 TREATMENT - Floors, walls, and ceiling must be treated to eliminate dust. Floors must be sealed.
- 3.1.14 ELECTRICAL REQUIREMENTS - Two dedicated 30 A, 110 or 208 V AC electrical outlets (L5-30R/120, L6-30R/208), each on separate circuits, must be provided for equipment power, unless otherwise specified by UTS Project Manager. In addition, a third 20A, 110 V AC circuit shall feed duplex outlets, which must be placed at 6 ft. intervals around the perimeter wall, at a height of 18 in above the floor. In addition,

all dedicated outlets in IC's and TR's **must** be connected to the emergency power system (generator). All dedicated circuit outlets must be readily identifiable by using a different color outlet.

- 3.1.15 GROUNDING - Each telecommunications room must have direct attachment to the closest point in the building's electrical service grounding electrode system. A Number 6 AWG solid conductor cable must be placed between the ground source and a bus bar of the type: Chatsworth Products, Inc. part number 13622-010 or equivalent.

3.1.15.1 A #6 THW ground cable shall be installed for each Outdoor Wireless Access Point location from the nearest Intermediate Closet (IC) or Telecommunications Room (TR).

- 3.1.16 SLEEVES/CONDUIT - Sleeves or conduit passing through the telecommunications room floor should be adjacent to the door with a minimum of 1 in. exposed above the finished floor. Sleeves and conduit must be no more than 3 in. away from the wall. Sleeves and conduit shall not be left open except during cable installation and must be properly fire stopped per the applicable codes.

- 3.1.17 FIRE PROTECTION - Fire protection of the telecommunications rooms, if required, must be provided as per applicable code. All conduits and cable trays penetrating any Telecommunications Rooms must be properly sealed with the appropriate fire stopping material, as per NEC and local fire codes.

If used, fire sprinklers shall not be water based. An optional gaseous system must be used.

- 3.1.18 AIR CONDITIONING - HVAC must be provided on a 24 hours per-day, 365-days-per-year basis. If the building system cannot assure continuous operation for large equipment applications, a stand-alone unit must be provided for the equipment room.

- 3.1.19 TEMPERATURE - The temperature and humidity must be controlled to provide continuous operating ranges of 64 degrees F to 75 degrees F with 30% to 55% relative humidity.

- 3.1.20 COLLOCATION OF OTHER TRADES - No water, sewer etc. pipes must be placed within or pass through the telecommunications rooms.

- 3.1.21 PLENUM AIR SPACE - All Telecommunications Rooms must be completely separated from Plenum air space in accordance with NEC and BICSI standards. (Please see 1.2 reference)

- 3.1.22 LOCATION OF ROOM - All Telecommunications rooms must be accessible at all times. The IC (building main telecommunications room) must be designed to be adjacent to an outside wall in order to facilitate the addition of entrance conduits if needed, unless specified by UTS Project Manager.

## 4.0 OUTSIDE PLANT

### 4.1 DEFINITION DESCRIPTION



- 4.1.1 All new building construction planning must provide for connection of the building to the campus communications infrastructure.
- 4.1.2 CONDUIT SIZE - All direct buried conduits used to connect to the University Telecommunications infrastructure must be 4" PVC, Schedule 40.
- 4.1.3 NUMBER REQUIRED - The minimum number of conduits connecting the building IC to the campus MC must be at least four four-inch (4 - 4") conduits. Note: More entrance conduits might be needed depending on the size and utilization of the building.
- 4.1.4 DEPTH - The top of the conduit bank must be buried at least 30 inches below the ground surface and separated from other service structures as required for fiber optical cable under EIA/TIA specifications.

Separation of telecommunications conduits from other utilities shall meet the following guidelines:

<b>Separation of Telecommunications Conduits from Other Utilities</b>
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<b>Structure</b>	<b>Minimum Separation</b>
Power or other conduit	3 inches in concrete 4 inches in masonry 12 inches in earth
Pipes (gas, oil, water)	6 inches when crossing pipe 12 inches when parallel to pipe
Power conduit terminated on poles	Separate poles, if possible. If on same pole, 180 degree separation Preferable, but not less than 90 degrees.

The conduits must be placed in accordance with the requirements specified in the FIU building manual. In particular, bidders must pay special attention to the Telecommunications requirements specified in Appendix C.

- 4.1.5 DUCT BANK PROTECTION - Conduit must be encased in concrete when:

- (1) Minimum conduit depth of 30 inches cannot be attained.
- (2) Conduits pass under roads, driveways, or railroad tracks.
- (3) Bend points are subject to movement.

Note: A detectable warning tape must be placed 18 inches above all duct banks (detectable: containing metallic tracings).

- 4.1.6 SLOPE - Underground conduit must be installed such that a slope exists at all points of the run to allow drainage and prevent the accumulation of water. A drain slope of no less than .125 in. per foot is desirable.

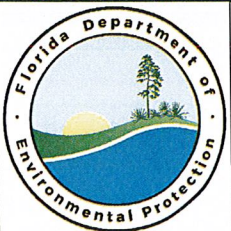
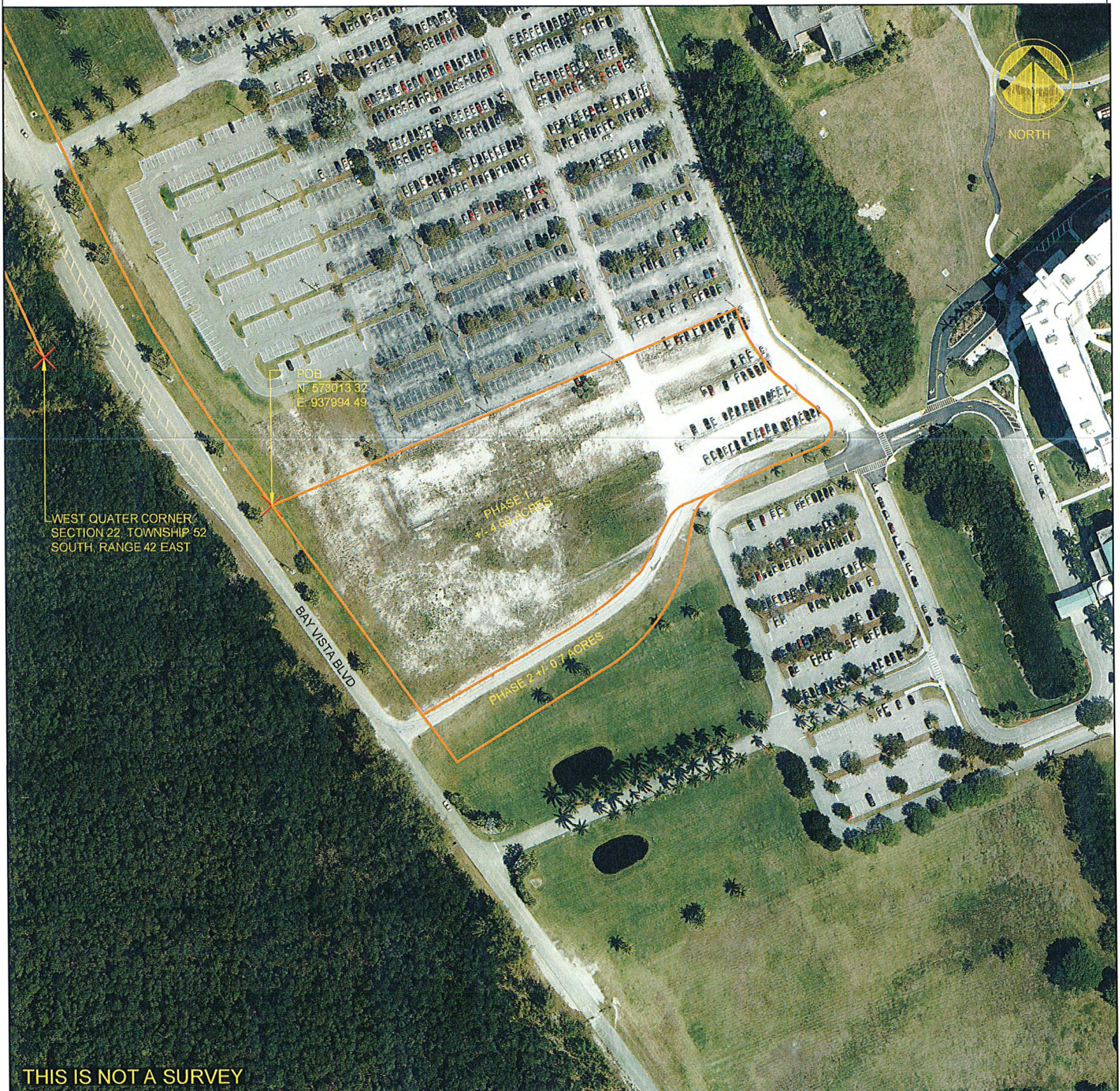
#### 4.2 MANHOLES (MAINTENANCE HOLES)

- 4.2.1 DESCRIPTION - A manhole (maintenance hole) is used to pull in and splice cables in an underground, concealed manner. Manholes must be equipped with a sump, corrosion resistant pulling iron, cable racks, and manhole ladders. Concrete used for manholes must be of at least 3500 lb./in<sup>2</sup> strength. All manholes must be properly grounded as required by BICSI. (Please refer to 1.2)
- 4.2.2 SIZE - Manholes must be sized at 6-ft. width X 12-ft. length X 7-ft. height, unless specified by the UTS Project Manager. All manholes must be equipped with a round ring and cover, clearly labeled "TELECOM" or "TELEPHONE". (Please see attached drawing, Fig. 4.2.2-A)
- 4.2.3 WHERE REQUIRED - Manholes must be placed when the conduit section length exceeds 500 ft, whenever a cable splice will be required, when bends exceed a total of 180 degrees or two bends, or the section length of conduit requires the pulling in of cable in two segments.
- 4.2.4 HANDHOLES are not an acceptable alternative to manholes described in section 4.2.1, 4.2.2. Handholes can only be used in place of manholes after consultation with and receipt of written approval from the UTS/Infrastructure Department. (Please see attached drawing, Fig. 4.2.4-A)
- 4.2.5 PULL POINTS - Wherever distances between manholes exceeds 200 feet or there are more than two 90 degree bends in the conduit run, a 4' x 4' x 4' pull box must be placed. The number of conduits going in and out of the pull box shall not exceed six. Under no circumstances shall a pull box replace a manhole. (Please see attached drawing, Fig. 4.2.5-A)
- 4.2.6 POSITIONING OF CONDUITS IN MANHOLE - Conduits entering a manhole shall do so only through the manhole walls designed for conduit penetration. Under no circumstances shall the structural integrity of the manhole be compromised.

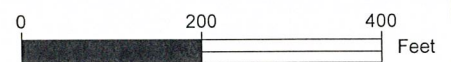
Note: Conduits being added to a manhole must be placed as deep as possible in order to accommodate future expansion of ductbanks and guarantee maximum utilization of the manhole.



SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST FIU MAST ACADEMY SITE  
DADE COUNTY, FLORIDA



FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION 3900 COMMONWEALTH BLVD,  
TALLAHASSEE, FLORIDA 32399



GRAPHIC SCALE