

POWER DISTRICT

1220G/Collier – Best & Final Offer

Power District Redevelopment

Solicitation No. 2017-022

Issue Date: 12/21/2016

June 15, 2017 2:00PM Best & Final Offer Submission Section 8.5

City of Gainesville
Gainesville Regional Utilities
Gainesville Community Redevelopment Agency

1220G
3324 W. University Avenue #267
Gainesville FL 32607

The Collier Companies
220 N. Main Street
Gainesville FL 32601



Elizabeth Mattke, C.P.M., CPPO, Senior Buyer GRU
Administrative Building 301 SE 4th Avenue
Gainesville, Florida 32601

Re: Invitation to Negotiate, Solicitation No. 2017-022
Power District Redevelopment BAFO Response by 1220G/Collier

Dear Elizabeth:

The 1220G/Colliers team is pleased to submit this Best & Final Offer submission according to Item No. 8.5 as part of the Invitation to Negotiate Solicitation #2017-022 for the Redevelopment of the Power District, in Gainesville, Florida as of 2:00pm EST June, 15, 2017, as instructed.

In the time you have provided, we have been able to meet with the community to understand the core values of Gainesville and the area. We have fully investigated the site and surrounding area. You have responded to our posed questions which were helpful to our response. We appreciated discussions and feedback during the process. And, we have prepared our Best and Final Offer for the selection of the Developer for the redevelopment of the Power District area which is contained in the following document.

1220G and Collier remain the two development firms jointly leading the redevelopment for the area in this submission. We have incorporated another development firm, Concept Companies, into our team as a fee development role in the redevelopment of the infrastructure and overall project coordination given the size and broad range of the potential uses for redevelopment of the area.



Received by:

Date/Time:

We have received, read and understand the Invitation to Negotiate and revisions put forth under Addendums No. 1 through 4, and Request for BAFO, to date. We affirm that the culmination of the Invitation to Negotiate process will incorporate all the documents for solicitation and generated though the process as part of the Development Agreement and Real Estate Contract. The principals of both firms, James Izzo with 1220G, and Nathan Collier and Andy Hogshead with The Collier Companies will be the responsible parties regarding the master development entities for the redevelopment of the Power District.

We anticipate the formation of a joint master land development entity and individual project ventures will be created for the development of various portions of the redevelopment of the project, including potential public/private partnerships. These entities will contain one or both of the two firms with additional investment parties. Both 1220G and The Collier Companies are legal entities fully prepared to execute the required agreements for redevelopment under the Invitation to Negotiate.

1220G/Collier proposes an adaptive mixed use forward thinking vision for the Power District Redevelopment area that will identify Gainesville as a place of world wide recognition of progressive ideas for the present and future to come. We used an approach with a perspective which is uniquely Gainesville rather than replicating models presently seen today in other communities. Focusing on people, program and place provided a flexible framework for a diverse set of uses and public elements to create an active urban community in the central core of the City for today and tomorrow. We placed significant consideration on the role of making it all citizen centric community-uses that re-adapts the spaces for future growth. Each use makes a connection with larger community resources which serve Gainesville to leverage what's already happening and emphasizes local economics based on today's market.

The 1220G/Collier plan outlined in this submission can be executed quickly to create activity immediately while allowing for future growth organically. A number of local businesses have made commitments and are ready to open as soon as possible. The redevelopment plan shows a development program based on food, health/fitness, education, arts, culture, innovation/creative enterprises, community events and urban residences to provide for a diversity of concepts for uses of space that will evolve over time as the area grows, adapts and re-adapts. All the existing buildings will be adapted for re-use by local businesses. Daylighting of the Sweetwater Branch Creek as contemplated by the GCRA is a central public element along with enhancing the McRorie Community Gardens in their present location. New urban residences will be developed for professionals and families of all ages and incomes. Mixed use warehouse style buildings will be developed for multiple uses for local museums/galleries and start-ups and post start ups to lease for an economical cost. A central market serving a variety of cuisine by new local restaurants and providing area organic growers a place for their locally grown healthy foods to be sold in downtown will be an adaptive reuse to an existing warehouse.

A demonstration kitchen space will provide local Community Food Centers and surrounding community markets a place for food education and product demonstrations. A micro-brewery will repurpose another building to bring people to the area. A local high tech manufacturing company will renovate 3 other existing spaces. A K-12 academy will occupy the 2nd floor of the Catalyst building while Prioria Robotics remains. Shipping containers will be created as new spaces for small business. Two more buildings will be refurbished to provide local artists and community a place for arts to grow. A new warehouse building will be constructed for a local indoor climbing fitness enterprise which previously closed. Open spaces for community events, art and culture activities by reusing parking areas, installation of wall murals, large sculptures will build on City visions for the area. A new urban walkway connecting the area to the Depot Park and downtown provides new connections for pedestrian activities.

1220G/Colliers vision is to phase the redevelopment over time to find organic progress through bringing diverse common uses together that are local enterprises and residents which need space and function in the community. Keeping this a local centric concept is important for providing a spectrum of residents, variety of businesses, and community organizations that serve all the constituent populations. Our vision is to create a community for today and tomorrow, with new housing, local business, and repurposed spaces to reflect Gainesville's unique DNA.

Thank you for the opportunity to present 1220G/Colliers Best and Final Offer to be the selected Developer for the redevelopment of the Power District area. We look forward to the conclusion of the ITN process with you.

Sincerely,



James Izzo
1220G




Nathan Collier
The Collier Companies



ATTACHMENT B

SOLICITATION No. 2017-022

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: The Collier Companies, Inc.

PHYSICAL ADDRESS: 220 N Main St Gainesville, FL

FEDERAL IDENTIFICATION #: 59-3481666 STATE OF INCORPORATION: FL (Seal)

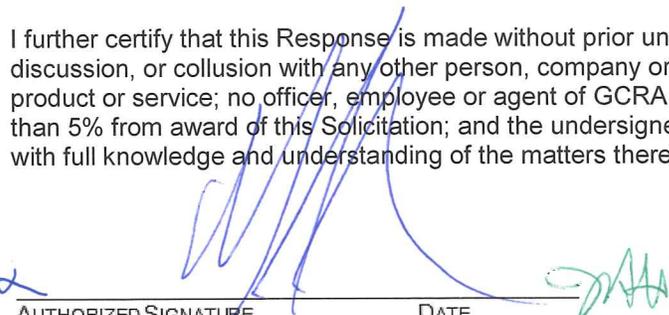
I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda 1 through 5 acknowledged (if applicable).

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GCRA, CoG, or GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.


AUTHORIZED SIGNATURE _____ DATE _____
Nathan S Collier
PRINT NAME _____ TITLE _____
(352) 375-2152 (352) 336-5778
TELEPHONE NUMBER _____ FAX NUMBER _____
nathan.collier@colliercompanies.com
E-MAIL ADDRESS _____
colliercompanies.com
WEBSITE _____

RESPONDENT'S CONTACT
(for additional information)
Andy Hogshead
NAME _____
CEO
TITLE _____
(352) 375-2152
PHONE _____
andy.hogshead@colliercompanies.com
E-MAIL ADDRESS _____

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.

ATTACHMENT B

SOLICITATION NO. 2017-022

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: 1220G
PHYSICAL ADDRESS: 3324 W. University Avenue #267, Gainesville, FL 32607
FEDERAL IDENTIFICATION #: 46-5100334 STATE OF INCORPORATION: FL (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda 1 through 5 acknowledged (if applicable).

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GCRA, CoG, or GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

	<u>6/15/17</u>	RESPONDENT'S CONTACT (for additional information)
AUTHORIZED SIGNATURE	DATE	<u>James Izzo</u>
<u>James Izzo</u>	<u>President</u>	NAME
PRINT NAME	TITLE	<u>President</u>
<u>(352) 256 1770</u>		TITLE
TELEPHONE NUMBER	FAX NUMBER	<u>(352) 256 1770</u>
<u>James.Izzo@1220G.com</u>		PHONE
E-MAIL ADDRESS		<u>James.Izzo@1220G.com</u>
<u>1220g.com</u>		E-MAIL ADDRESS
WEBSITE		

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.

1220G has duly authorized, James Izzo, as an officer and owner of the company to execute this document on behalf of the corporation.

CONTENTS

<i>Transmittal Letter</i>	1
<i>TAB #1 Executive Summary</i>	8
<i>TAB #2 Development Team</i>	13
<i>TAB #3 Team Experience</i>	39
<i>TAB #4 Development Concept</i>	53
<i>TAB #5 Marketing & Branding</i>	114
<i>TAB #6 Management & Governance</i>	119
<i>TAB #7 Public Benefits</i>	123
<i>TAB #8 Financial Structure</i>	185
<i>TAB #9 Development Agreement & Real Estate Contract</i>	215



EXECUTIVE SUMMARY

TAB #1

Executive Summary

The 1220G/Collier and Concept Team is a formed alliance of local like-minded professionals committed to redeveloping a progressive and forward thinking vision for the transformation of the Power District. Together, we represent years of experience locally and nationally. Our collective skillsets and seasoned team members are indicative of local talented professionals which are part of the Gainesville community.

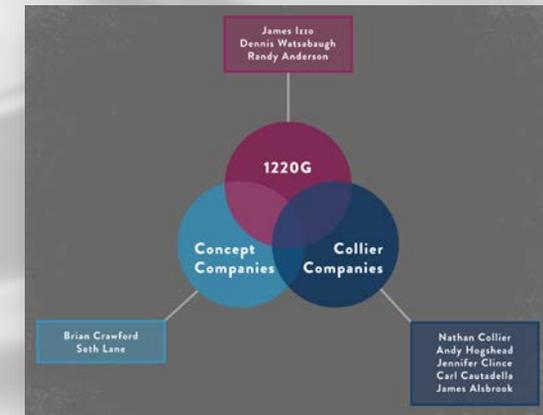
All three companies have experience in developing multiple residential and commercial building types with a range of project complexity. The strength of the group is the goal to collaboratively incorporate our local enterprises together through sharing resources and talents. The groups have an understanding of Gainesville, experience with the City, and knowledge of the area. Our people have lived and experienced authentic Gainesville daily life and interaction with the community from different perspectives.



The Collier Companies is a multi-family residential operating platform which has an established track record of development and portfolio management of student and market rate housing in the Eastern United States. The Concept Companies is a commercial development platform of related companies for design, engineering, construction and development of commercial projects. 1220G is an entrepreneurial organization which focuses on value-added mixed use commercial development projects in the U.S.

This blend of residential, and commercial platforms with entrepreneurial experience creates broader abilities to leverage combined capabilities to bring together local design, engineering and construction teams to execute the Power District concept detailed in this Best & Final Offer submission.

This group represents capable local firms that are experienced with development of a variety of project types that will be encountered in the Power District. Our vision organized a community-focused concept to deliver a unique plan for the area in accordance with the City's vision.



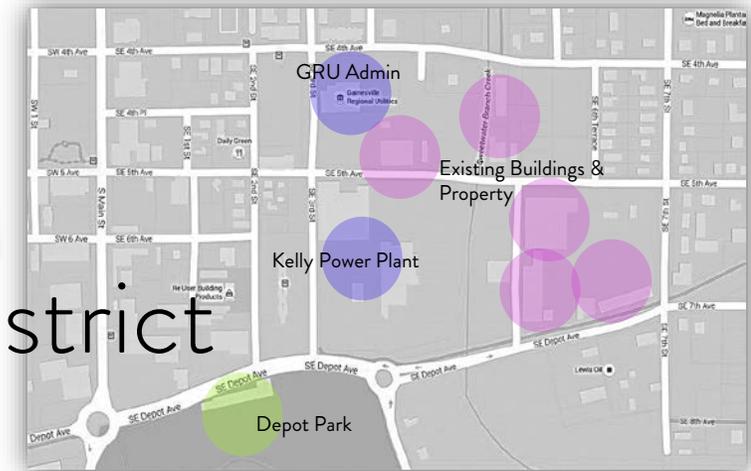
Our vision for the Power District is a mixed-use Gainesville oriented project. We focused on a 21st century economic approach which would be appropriately scaled, affordable and accessible to all. This concept promotes enhancing Gainesville's character. Centered around bringing together health, education, food, arts, culture, creative enterprise and urban living to establish an environment for a walkable diverse lifestyle in the City's inner core that blends into Downtown and Depot Park. ■

Redevelopment of ALL the existing buildings for adaptive reuses is primary in keeping with the existing character but allows for flexible adaptations over time as compatible new structures are built. Important to the success of the individuals and groups which will occupy the space is affordability for the end user. This principle provided for a key decision to develop space focused on ALL local community uses to equitably serve the community. ■

Our concept calls for a collection of a diverse set of spaces. Uses will include a Central Market to provide locally produced foods/products/cuisine, walkable open spaces with public features, open gathering areas for events, and urban housing. Spaces for creative post-incubation enterprises, small start-up businesses, art studios, cultural community galleries/museums, an innovation campus, a regional microbrewery, K-12 academy, and community gardens along with a variety of public art installations which will create an environment for a vibrant lifestyle. ■



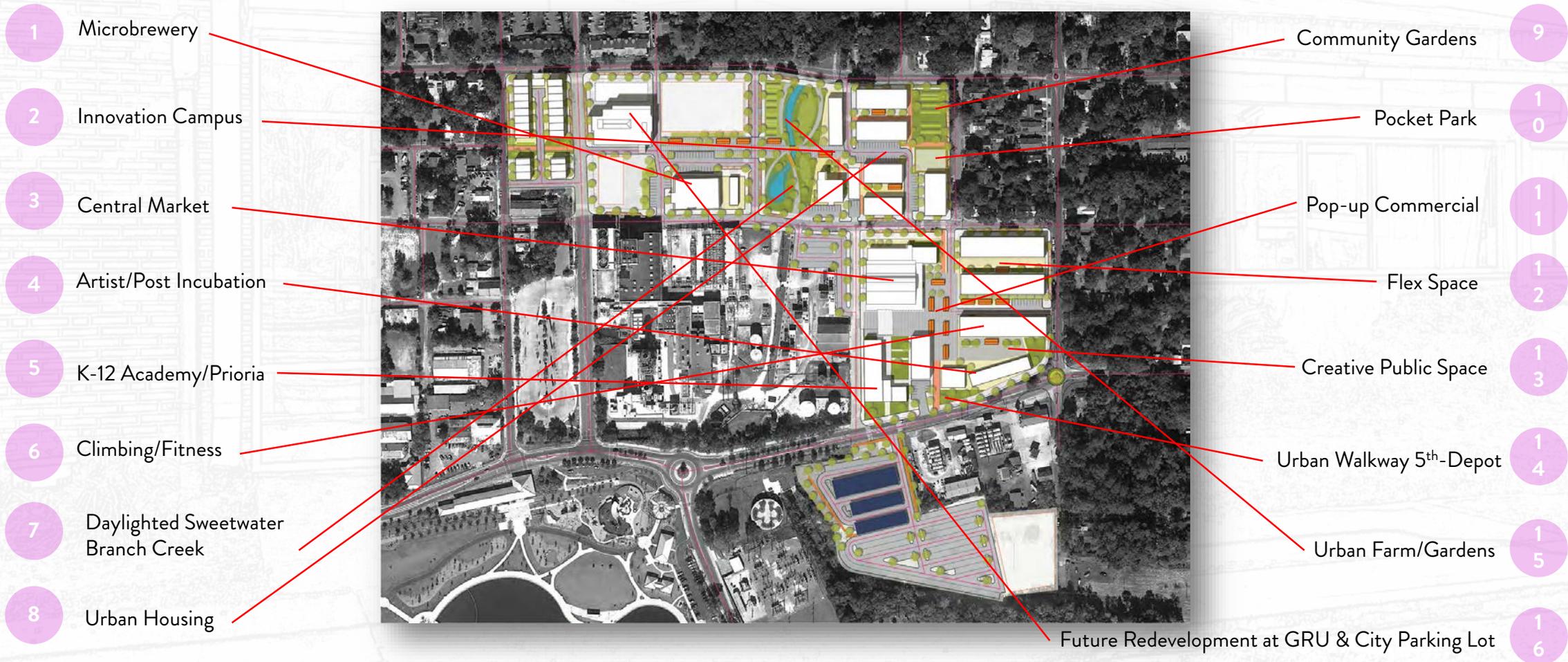
Power District



Phasing will be to immediately create activity in the area to build on the success of the opening of Depot Park within less than one year. Local businesses have expressed interest that they are ready to be open for business in the Power District as soon as possible through our renovating existing buildings.

Our timeline would first renovate the all of the single story existing buildings and warehouse building. We would begin to hold Community events to bring people into the area. A new 2nd floor tenant would open in the Catalyst Building. A small group of pop-up shipping containers in front of the warehouse would animate a new urban linear walk way to Depot Park from 5th Street. Public art and sculpture elements would be installed in the District. The daylighting of the Sweetwater Branch Creek will bring about development of new multi-family housing. Future new buildings for flexible residential and commercial space would follow quickly to complete the project buildout. ■

Power District





Authorized Companies & Individuals

The Collier Companies

Nathan Collier, Andy Hogshead,
Founder & Chairman Chief Executive Officer

1220G

James Izzo,
President

A master development venture between 1220G and The Collier Companies will be formed to acquire the land for redevelopment of the Power District. 1220G continues to be the initial point of contact during this ITN process. Both groups share jointly in the negotiations of the Development Agreement and Real Estate Contract documents. Concept Companies will provide development services to the new venture.

Collier Companies

220 North Main Street
Gainesville, FL 32601

Andy Hogshead: 352.416.1408
andy.hogshead@colliercompanies.com

With copies to: Nathan Collier

1220G

3324 West University Avenue #267
Gainesville, FL 32607

James Izzo: 325.256.1770
james.izzo@1220g.com

Concept Companies

3917 NW 97th Boulevard
Gainesville, FL 32606

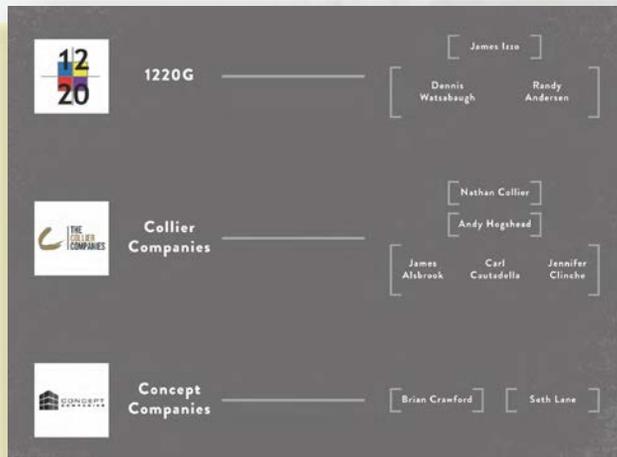
Brian Crawford : brian@conceptcompanies.net
Seth Lane : seth@conceptcompanies.net

DEVELOPMENT TEAM

TAB #2

About Our Team

The 1220G/Colliers and Concept Companies team is made up of three experienced developers. Nathan Collier founded The Collier Companies, James Izzo created 1220G and Brian Crawford started the Concept Companies to focus their efforts on residential, mixed use, and commercial projects respectively.



Each company has organized their own teams to create success. These key members along with the Principals represent years of experience and knowledge in the industry which will be responsible for representing the Team

Authorized Companies & Individuals

1220G continues to be the initial point of contact during this ITN process. A master development venture between 1220G and The Collier Companies will be formed to execute the legal documents for the redevelopment of the Power District. Both groups through this entity share jointly in the negotiations of the Development Agreement and Real Estate Contract documents.



The Collier Companies

Nathan Collier, Founder & Chairman
 Andy Hogshead, Chief Executive Officer

1220G

James Izzo, President

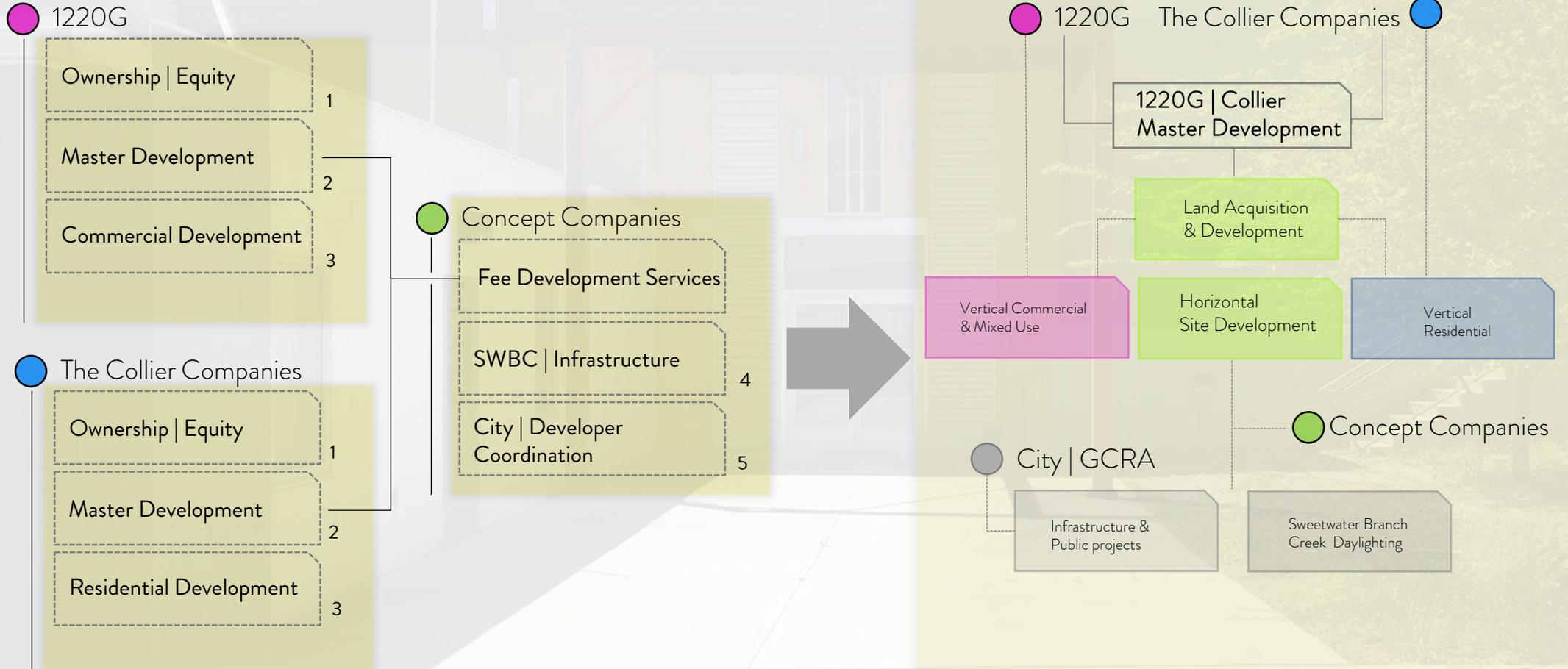
Carl Cautadella, James Alsbrook, Randy Andersen shall be representatives during the development phases. Seth Lane and Brian Crawford will be the Ownership Representation for Sweetwater Branch Creek daylighting and infrastructure along with City coordination.



Primary Contact Information

Collier Companies 220 North Main Street Gainesville, FL 32601 Andy Hogshead: 352.416.1408 andy.hogshead@colliercompanies.com With copies to: Nathan Collier	1220G 3324 West University Avenue #267 Gainesville, FL 32607 James Izzo: 325.256.1770 james.izzo@1220g.com
Concept Companies 3917 NW 97th Boulevard Gainesville, FL 32606 Brian Crawford: brian@conceptcompanies.net Seth Lane: seth@conceptcompanies.net	

Team Roles



1 Company is an equity partner and member of master development entity responsible for overall development.

2 Company is a joint responsible party for negotiation of the development agreement and real estate contract.

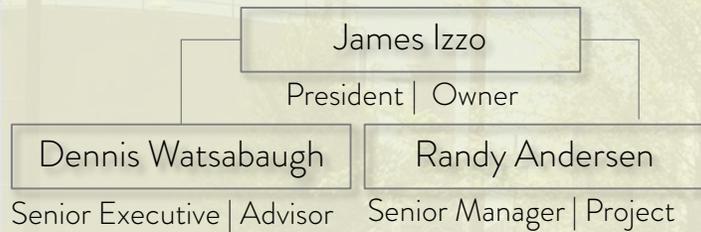
3 Company will develop residential, commercial or mixed use vertical portions of the project separately.

4 Company will provide Ownership Representation services to coordinate SWBC daylighting and infrastructure portions of master development.

5 Company will coordinate Developer with City projects.

Team Organization

1220G



- James Izzo: Primary contact, responsible party of the agreements, represents the firm in all aspects of the project.
- Randy Andersen: Provides representation of firm for development activities related to the project.

The Collier Companies



- Andy Hogshead: Primary contact, a responsible party of the agreements along with Nathan Collier, represents the company in all aspects of the project.
- Carl Cautadella & James Alsbrook: Provide representation of the company for development activities related to the project.

Concept Companies



- Brian Crawford: Responsible party of the company for development activities related to the project.
- Seth Lane: Primary contact, provides representation of the company for development activities related to the project.

References

Ed Poppell | UFDC

David Richardson | GRU

Anthony Lyons | GCRA

Diane Gilreath | GCRA

Erik Bredfelt | City

1220G	CONCEPT	COLLIER
<p>Thomas S. Ricci Corwest Capital Partners Los Angeles CA 213.689.0000</p> <p>Steve Stein Touro REIS Torrance CA 310.564.2641</p> <p>Ray Sandelli CRE Consultants Ft Myers FL 239.481.3800</p> <p>Ned Fox Vantage Property Investors Manhattan Beach CA 310.545.6002</p>	<p>Larry Bullock AGTC Gainesville FL 386.518.5534</p> <p>Andy Sherrard O2b kid! Gainesville FL 352.338.9600</p> <p>Nelson Vasquez Dollar General Corporation 615.630.0088</p> <p>Timothy Becker UF Bergstrom Center Gainesville FL 352.273.1827</p>	<p>Marc Sumner Beiside Orlando FL 407.448.2839</p> <p>Kim Adamek Madison International Realty, LLC New York NY 212.688.8777</p> <p>Jaelyn Fitts CBRE Dallas TX 214.979.6524</p> <p>Lamar Sarra NorthMarq Capital Jacksonville FL 904.858.5302</p>

UF UNIVERSITY of FLORIDA
Office of Real Estate

PO Box 113135
Gainesville, FL 32611-3100
352-294-3660
352-294-3662 Fax

March 31, 2017

To Whom It May Concern:

This letter is in reference to the capabilities and performance of 1220G for development projects.

The undersigned is personally familiar with the work of 1220G and its principal Jim Izzo. He and his organization are of exceptional quality and have executed and delivered on projects that easily qualify them to perform complex undertakings. 1220G was instrumental in the planning and strategy to initiate Innovation Square for the University of Florida in the City of Gainesville in keeping with the University's vision of the use of the parcels for economic development. The resulting strategy was a compliment to the users in the area, a benefit to the city, and, as well the University.

1220G and Mr. Izzo have exhibited the highest ethical standards and responsiveness to the needs of their partners and stakeholders, and they are highly recommended for any development project.

Please let me know if there are any questions.

Sincerely,

Lee Nelson
Lee Nelson
Director

The Foundation for The Gator Nation
An Equal Opportunity Institution



City of Alachua

MAYOR GIB COERPER
Vice Mayor Robert Wilford
Commissioner Ben Boukari, Jr.
Commissioner Shirley Green Brown
Commissioner Gary Hardacre

OFFICE OF THE CITY MANAGER
TRACI L. GRESHAM

December 19, 2016

RE: LETTER OF REFERENCE – CONCEPT COMPANIES

To Whom It May Concern:

Concept Companies has worked with the City of Alachua on multiple projects and developed several private projects in Alachua. The firm has worked with the City as a contractor on stormwater remediation efforts and the construction of an office/warehouse space for our Public Services Department. Additionally, Concept Companies, as a developer, has expanded opportunities in Alachua for office and laboratory space for bioscience firms. Their construction of tens of thousands of square feet of such space has been welcomed by the community.

Through all of the work of Concept Companies, they maintain professionalism, responsiveness and are eager to find solutions. Should you have any questions, please feel free to contact me.

Sincerely,

Adam Boukari
Adam Boukari
Assistant City Manager

PO Box 9
Alachua, Florida 32616-0009

"The Good Life Community"
www.cityofalachua.com

Phone: (386) 418-6100
Fax: (386) 418-6175

Recommendations

Tom Ricci – Coretrust



April 12, 2017

James Izzo
President
1220G
3324 W. University Avenue, #267
Gainesville, FL 32607

Re: Letter of Reference

To whom it may concern:

This letter is in support of 1220G and its principal, James Izzo, regarding real estate and development projects, specifically the Power District Redevelopment in Gainesville, Florida. I have personally known him professionally and worked with James over a period of more than 20 years. During which time his skills, knowledge and dedication have been evident on the projects we have worked on together.

A number of years ago Mr. Izzo and I worked together as part of a larger team for a large real estate development firm, Maguire Thomas Partners, on several large redevelopment projects in southern California, The Gas Company Tower and Plaza las Fuentes in Los Angeles and Pasadena, respectively. Both these projects were transformational to the urban central core of the downtown areas. The projects involved progressive ideas to use air space rights to develop a mixed-use plan in Pasadena and restoration of the downtown Central Library in Los Angeles.

Our successor firm, Thomas Partners Group, effectively incorporated Mr. Izzo's firm, 1220G, in assisting us with acquiring and repositioning a large Class A office portfolio nationally. Working with James has always been productive to achieving our objectives and our relationship has continued to this day. Mr. Izzo assisted us in redevelopment and repositioning of high-rise office towers in Los

444 South Flower Street | Suite 2500 | Los Angeles, CA 90071 | (213) 689-0000 | core-trust.com

Angeles and low-rise office campuses in Houston and Northern Virginia. His skills and knowledge of working with redevelopment of existing structures were important to our success.

Mr. Izzo's master planning, development, financing and entrepreneurial approach to building talented teams of professionals are evident to a variety of groups as he has worked with large organizations such as ours, Cedars-Sinai, and Dreamworks as well as non-profits and small businesses.

Our current successor firm Coretrust Capital Partners continues a long-standing relationship with Mr. Izzo and his firm 1220G on a strategic value added basis, as needed. I offer my highest recommendation to any organization interested in Mr. Izzo, 1220G and his partners' collective development experience, knowledge and abilities and am confident Mr. Izzo can orchestrate and create a successful outcome for the Power District project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Ricci", with a stylized flourish at the end.

Thomas S. Ricci
Managing Principal/Founding Partners
Coretrust Capital Partners, LLC

Recommendations

Edward Fox | Vantage



April 19, 2017
c/o James Izzo, President
1220G
3324 W. University Avenue #267
Gainesville FL 32607

Re: Letter of Reference

To whom it may concern:

This letter is of support for James Izzo the principal of 1220G, regarding his real estate and development experience as it relates to the Power District Redevelopment in Gainesville, Florida. I have known Jim professionally over a period of more than 20 years. During this time he has demonstrated strong skills, knowledge and dedication on the projects he has worked on.

Jim was a part of a large team for a full service real estate development firm, Maguire Thomas Partners ("MTP"), where I was the President. Mr. Izzo served in the development/construction and finance/accounting divisions of that firm. During his tenure at MTP he was challenged with numerous assignments that provided him a broad range of experience in development and finance. We found his work to be at a high level and to be value added.

As I have continued my association with Jim, he has presented a unique business approach to redevelopment which is entrepreneurial. His ability to collaborate and build teams to work together to execute a development have been impressive with a variety of groups, including several successor companies from MTP, including Thomas Properties Group, Commonwealth Partners, Mc Carthy Cook & Co, along with Cedars-Sinai, Dreamworks, and University of Florida Development Co. among others. His firm successfully supported Thomas Properties Group with repositioning a portfolio of large Class A office properties throughout the U.S.

Jim has consistently worked on large complex type assignments which suit his skills and talents well. The projects we have discussed with Jim have involved progressive ideas and unique challenges and opportunities.

I continue to have a strong relationship with Jim. I have a high level of confidence in his development experience, knowledge and abilities. I would expect that Jim, 1220G and his partners would create successful outcomes for the Power District Redevelopment project.

Sincerely,


Edward D. Fox
Chairman, CEO

1212 Highland Avenue, Manhattan Beach, CA 90266 / www.vantagepi.com

Current Projects



1220G

**Dos Lagos Hotel
Indigo & Mixed Use**

Riverside, CA

COLLIER

Two Thirty Eight

Gainesville, FL

CONCEPT

**800 Second
Merieux Nutriscience
Copeland Park**

Gainesville, FL

Principal Team Members



James Izzo

With more than twenty five years of experience in the real estate industry, James has successfully completed numerous development projects throughout the United States. The various types of projects he has worked on include residential, commercial, retail, restaurant, hospitality, entertainment and healthcare.

Building on his past successes with Dream Works to position their production facilities for the future, he assisting Cedars Sinai to redevelop their healthcare campus into a modern state of the art facility. James has also helped several groups create headquarter buildings by renovating existing buildings for Lawyers Mutual Insurance and modern research/production facilities for, Imaging 3, a technology firm.

James also has been able to work clients through challenging finance situations to create value in their assets. Helping Catellus work through their southern California portfolio and creating value for them in repositioning the iconic Pacific Design Center. And, also working with the LA Mart to maximize their value upon sale for their ownership.

James has over the years been involved in different commercial product types in California, Washington DC and Texas. This accomplishment includes an impressive portfolio of projects in landmark high-rise, low-rise and unique single user buildings.



Dennis Watsabaugh

Dennis is a senior executive experienced in the management of the design and construction of a wide range of project types varying in size and complexity. He is a results-oriented manager respected for leadership, interpersonal skills, integrity and team building. Dennis has a vast knowledge of all phases of a development project. Dennis experience crosses many years, firms and projects. His ability to execute complex projects represents his significant strength.

Dennis has worked on large projects managing 46 acres of a mixed use project, 45 acres for Thomas Properties Group to create a master planned class A office with public improvements and conceiving of a major community project for NBC Universal.

His knowledge of construction from his experience at a national construction company, Turner Construction and a regional general contractor Peck/Jones is invaluable in executing a complex projects.



Randy Andersen

Randy's wide variety of construction knowledge is unparalleled. Working as a laborer and advancing to President and Director of Construction for a large firm provides him with a vast amount of understanding at every level of the industry.

Randy has experience in building over 1,000,000 square feet of residential projects over his career totaling 800+ units. He has worked for a number of large organizations in senior capacities for Fluor Daniels, Vogel Construction and TAM Construction.

He is a licensed real estate broker. Holds a general contractors license in the state of Florida. And, has experience in the construction of power plants, schools, utility infrastructure, along with commercial and residential.

Principal Team Members



Nathan
Collier

Nathan has been involved in multifamily acquisition, operation, and finance for almost 40 years, assembling a portfolio of approximately 10,000 units and more than 25,000 bedrooms. He has built what is probably the largest and most successful student housing portfolio from scratch, and has been recognized by Forbes magazine and the National Multi-Housing Council as a leader in the field. Nathan is a graduate of the University of Florida, earning a BS in Finance, an MBA with an Accounting concentration, and a JD, and he is a member of Harvard Business School's OPM 25 class. He is a member of the Florida Bar, and is licensed in Florida as a real estate broker, a CPA, and a building contractor. He is lead author of Construction Funding, The Process of Real Estate Development, Appraisal, and Finance, published by John Wiley & Sons and recently released in its fourth edition. He has endowed the Nathan S. Collier Master of Science in Real Estate program at University of Florida's Hough Graduate School of Business, where he routinely teaches as an adjunct professor. A life member of the board of the University of Florida Foundation, Nathan also is a board member of the National Multi Housing Council, University of Florida's Center for Real Estate Studies, and Gator Boosters, Inc. He is a member of the National Association of Home Builders Multifamily Council, Urban Land Institute, National Association of Real Estate Investment Trusts, and is active in World Presidents' Organization.



Andy
Hogshead

Andy joined The Collier Companies in 2004 as its Director of Acquisitions after a seven-year financial relationship with the company as its banker. As CEO, he is responsible for meeting the company's strategic goals for income, growth and corporate structure. During his tenure, the firm has acquired and/or developed more than 6,000 units (more than 13,000 beds) and raised more than \$850 million of debt and equity. Hogshead has a 20-year background in real estate finance, most recently as a senior vice president in Wachovia's Real Estate Finance Group. He also has worked for large and small real estate investment banking firms in New York City. Andy is a graduate of Harvard University and holds an MBA with a real estate and finance concentration from Columbia University. He sits on the board of the National Multi Housing Council and the University of Florida Center for Real Estate Studies.



Jennifer
Clinche

Jennifer joined The Collier Companies in 2005 as a Regional Community Manager covering Tampa, Orlando and Norman, Oklahoma. Prior to joining The Collier Companies, she had more than ten years' experience managing student communities in Florida and the mid-west for GMH Associates (GCT-REIT), including both on-campus and off-campus community management. She has multi-site experience with individually-leased communities as well as traditional conventional leasing and management. At The Collier Companies, she was promoted to Vice President of Operations in 2008, Director of Operations in 2010 and COO in 2011. Her responsibilities include oversight of the community management company as well as asset management functions. Clinche earned a BS in Marketing and an MBA with a marketing concentration from the University of Tampa. She is a member of Harvard Business School's PLD 14.



Carl
Cautadella

Carl has been involved in real estate acquisition, entitlement, planning, and development for more than twenty years, with 3,000+ residential units and 140 commercial projects to his credit. Joining the company in 2007, Carl is responsible for The Collier Companies' development efforts, maintaining a robust, profitable, and sensible risk profile development division. Previously, he was with Boca Developers, Inc., one of South Florida's largest condominium developers, where he served as development manager. During his time there, Carl managed the simultaneous development of more than six high-end luxury condominium communities consisting of 14 towers, amassing some 3,000 units totaling over \$2.5 billion. He holds a BS in Business Administration from the University of Florida.

Principal Team Members



James
Alsbrook

James has been involved in Design Development, Construction, Planning, Entitlement, and Development for more than ten years, with 1,000+ residential units, 1,000,000+ sf of retail, 1,000+ single family homes, and 300,000+ office. Joining the company in 2011, James is responsible for The Collier Companies' Project Management in Development. He holds a BS in Civil Engineering and an MBA with concentrations in Real Estate and Finance, both from the University of Florida.



Brian
Crawford

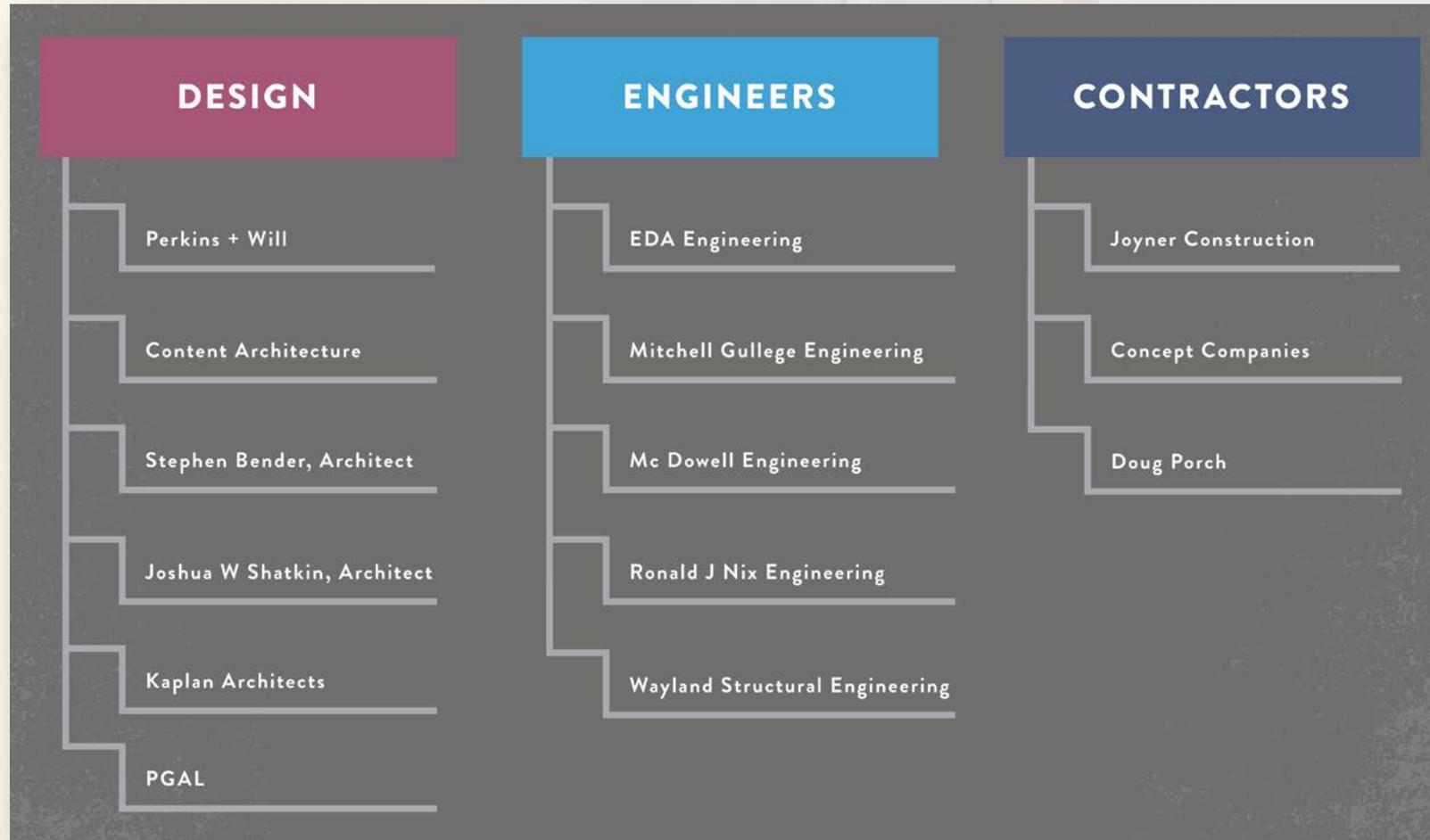
Brian started Concept Companies in October of 2004 with Concept Construction. After successfully completing numerous residential, commercial and industrial projects in various parts of the U.S., Brian began investing in real estate, which led to the birth of Concept Development in 2009. Since then, Brian has been responsible for developing over 150 commercial projects in Florida totaling approximately 2 million square feet. Brian is a licensed General Contractor in multiple states, Florida Roofing Contractor, and Florida Real Estate Agent.



Seth
Lane

Seth joined Concept in 2016 as Director of Development. With a Masters in Building Construction and a Bachelors in Architecture from the University of Florida, Seth has experience on all sides of the real estate development process. As a developer, consultant, and broker, Seth brings over 12 years of commercial real estate experience to the team. He is a Member of ICSC, Urban Land Institute and Former Vice Chairman of City of Gainesville Plan Board and City of Gainesville Development Review Board.

Consultant Team



Design

Perkins + Will

A full service international architecture firm.

KEY PERSONNEL:

Jeff Williams - Urban Planning
Allen Post - Urban Design

Kaplan Architecture

A local architecture firm.

KEY PERSONNEL:

Andrew Kaplan - Architecture

PGAL

A full service international architecture firm.

KEY PERSONNEL:

Bruno Phillips - Urban Design

Shatkin Architecture

A local architecture firm.

KEY PERSONNEL:

Josh Shatkin - Architecture

Content Architecture

A local architecture firm, architecture and interior.

KEY PERSONNEL:

James Blythe - Architecture

Bender Architecture

A local architecture firm, specializing in shipping containers.

KEY PERSONNEL:

Stephen Bender - Architecture

Design

PERKINS+WILL

DONALD E. REYNOLDS, AIA, LEED AP® BD+C
Associate Principal



Don is an Associate Principal with over 20 years of experience as an architectural designer and manager. As a Managing Principal for Perkins+Will's Corporate + Commercial + Civic projects, Don directs projects for leading corporate and institutional clients worldwide. Working collaboratively with multiple team structures and stakeholders, Don leads the design to construction process with an interdisciplinary project delivery approach that ensures functional, coordinated and strategic solutions that bring a design sensitivity grounded in technical and construction expertise. Don's work is recognized for design excellence and innovative sustainable solutions with multiple design awards and LEED certifications for completed campus and building environments. Most recently, Don served as Project Manager for the 1315 Peachtree Street Office Building, a high performance addition and renovation targeting LEED Platinum certification from the USGBC and approaching a net-zero energy goal established by the practice to meet the 2030 Challenge for Fossil Fuel Free Buildings.

EDUCATION

Bachelor of Architecture, University of Tennessee

REGISTRATIONS

Architect, Texas

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Member
LEED® 2.0 Accredited Green Building Professional

RELEVANT EXPERIENCE

Signet Development
Inspiration Hall
Gainesville, Florida

Bridgestone Americas, Inc.
Headquarters
Nashville, Tennessee

Integral Development
EVIVA Peachtree/811 Peachtree
Atlanta, Georgia

International Automotive Company
New Central Office Building
Spartanburg, South Carolina

BMW Plant 10
Central Office Master Plan
Spartanburg, South Carolina

Sany America, Inc.
North American Office and Assembly
Campus
Peachtree City, Georgia

Sany Heavy Industry
Office & Assembly Master Planning
Beijing, China
Changshu, China
Huzhou, China
Ningxiang, China
Cologne, Germany

RELEVANT EXPERIENCE

Topkapi
Mixed Use Development
Istanbul, Turkey

Darden Restaurants, Inc.
Corporate Headquarters
Orlando, Florida

Centers for Disease Control
Office Building 106 and Parking Structure
Atlanta, Georgia

Centers for Disease Control
Central Utility Plant
Atlanta, Georgia

Centers for Disease Control
Laboratory Building 110
Atlanta, Georgia

1315 Peachtree Street
Office Building
Atlanta, Georgia

Georgia Institute of Technology,
Klaus Advanced Computing Building
Atlanta, Georgia

201 Seventeenth Street
Atlantic Station Office Building
Atlanta, Georgia

perkinswill.com

PERKINS+WILL

DONALD E. REYNOLDS /

HuaNeng Group
Talents Innovation and
Entrepreneurship Base
Beijing, China

Mayo Clinic
Replacement Hospital
Jacksonville, Florida

The Tower at Northside Hospital
Medical Offices
Atlanta, Georgia

Hughes Supply Corporate Headquarters*
Orlando, Florida

Ahold Information Services*
Corporate Office and Data Center Campus
Greenville, South Carolina

Energizer Corporate Headquarters*
Birmingham, Alabama

Texas Instruments Forest Lane Facilities*
Dallas, Texas

Texas Instruments North Building
Facilities*
Dallas, Texas

IRS Customer Service Center*
Chamblee, Georgia

Federal Bureau of Investigations, Dallas
Field Office*
Dallas, Texas

Centergy*
Mixed-Use office
Atlanta, Georgia

Tower Place Development*
Atlanta, Georgia

220 Interstate North*
Cobb County, Georgia

Concord EFS*
Office and Data Center
Marietta, Georgia

Dallas Arboretum & Botanical Gardens*
Camp and Degolyer House Renovations
Dallas, Texas

Dallas Museum of Art*
Hamon Building Expansion
Dallas, Texas

Hilliard Master Plan*
Hilliard, Ohio

Townpoint Office Park*
Kennesaw, Georgia

Laura Adams Mixed Use*
Jacksonville, Florida

Residence at the Cliridge*
Dallas, Texas

Residences at the Mansion*
Dallas, Texas

State Thomas Residences*
Dallas, Texas

* Projects prior to joining Perkins+Will.

PUBLICATIONS

Urban Land Institute, "Up-Greening
Existing Buildings" 2010

AWARDS & HONORS

AIA Georgia American Institute of
Architects, 2015 Design Award of Merit
Unbuilt Projects, New Central Office
Building for International Automotive
Company (BMW)

AIA Georgia American Institute of
Architects, 2014 Merit Design Award
Landscape Architecture- Unbuilt Work
Confidential Headquarters Master Plan
AIA Orlando Award of Excellence, Darden
Restaurant Support Center, 2010

IIDA Georgia Chapter Best of the Best
Forum Design Awards, Corporate Category,
Darden Restaurant Support Center, 2010

AIA Orlando Award of Honor, Built Category,
Mayo Clinic, New Hospital, Jacksonville,
2009

Brick Industry Association – Southeast
Region, Honor Award Klaus Advanced
Computing Building, Georgia Institute of
Technology, Atlanta, Georgia

2009 Brick in Architecture Awards, Gold
Wineier, Educational, Galveston National
Laboratories at the University of Texas,
Galveston, Texas

Design

PERKINS+WILL

JEFFREY FISHER WILLIAMS, AICP, LEED AP®
Senior Project Designer - Urban Design



As a versatile urban designer with experience in both the public and private sector, Jeff is responsible for leading some of Perkins+Will's largest and most complex projects – projects that demand interrelationships between disciplines and scales. He has earned a reputation for bringing a designer's eye to intricate planning challenges, synthesizing site and architecture. He has led a diverse range of projects at all scales, from research parks and new cities to ground-breaking urban regeneration projects.

Jeff's work is marked by inventive solutions that grow from close collaboration with clients and interdisciplinary design teams, building key moves that extend a client's brand and mission. His extensive international experience, conceptual agility, and diplomatic approach are a unique benefit to both design teams and the clients they serve. He is inspired by assignments that challenge development norms and treat the city, our most durable cultural artifact, as a vehicle for telling stories about the highest aspirations of society.

EDUCATION

Master of City and Regional Planning, Georgia Institute of Technology

Master of Architecture, Georgia Institute of Technology

Bachelor of Design, College of Architecture, University of Florida

REGISTRATIONS

American Institute of Certified Planners (AICP)

LEED® 2.0 Accredited Green Building Professional

ACADEMIC INVOLVEMENTS

Visiting Lecturer, Georgia Institute of Technology, College of Architecture

RELEVANT EXPERIENCE

Gainesville Community Redevelopment Agency

- Power District Redevelopment
- Bo Diddley Plaza Strategic Analysis
- 9th Street Streetscape
- 1717 Southeast 8th Avenue Strategic Plan

• UMU-2 Zoning Ordinance Gainesville, Florida

University of Florida Innovation Square Master Plan Gainesville, Florida

Midtown Alliance

- Midtown Owner's Manual
- Essential Elements Atlanta, Georgia

City of Atlanta Turner Field Stadium Neighborhoods Livable Centers Initiative Plan Atlanta, Georgia

- Atlanta BeltLine, Inc.
- BeltLine Corridor Design
 - BeltLine Sub-Area 10 Master Plan Atlanta, Georgia

South Fork Conservancy South Fork Watershed Vision Plan Atlanta, Georgia

City of Atlanta, Bureau of Planning Chosewood Neighborhood Master Plan Atlanta, Georgia

Halpern Enterprises, Inc. Amsterdam Walk Redevelopment Plan Atlanta, Georgia

Semkol Construction Hatic Tersane Master Plan Istanbul, Turkey

IGyo / NEF Topkapi Plot Istanbul, Turkey

Ege Yapı Group Yedikule Master Plan Istanbul, Turkey

Selig Enterprises, Inc. GIS Database Strategic Planning and Analysis Atlanta, Georgia

perkinswill.com

PERKINS+WILL

JEFFREY F. WILLIAMS /

Selig Enterprises, Inc. 691 14th Street Analysis Atlanta, Georgia

Edgewood Neighborhood Master Plan Atlanta, Georgia

Livable Communities Coalition DeKalb County Affordable Housing Study DeKalb County, Georgia

New Communities, LLC Cypress Pond Plantation Vision Plan Albany, Georgia

Pittsburgh Neighborhood GIS Master Inventory Atlanta, Georgia

Lincrobergh Lavista Corridor Coalition Community Master Plan - GIS Database Atlanta, Georgia

Buckhead Coalition SPI 12 Zoning District Regulations Atlanta, Georgia

Cummings Research Park Cummings Research Park Master Plan Huntsville, Alabama

Florida International University • FBI Campus Master Plan • Campus Master Plan, District Plan Miami, Florida

Gateway Development, LLC Horizon Research District Master Plan Charleston, South Carolina

West Virginia Regional Technology Park Planning Framework South Charleston, West Virginia

St. John Medical Center Health District Plan Tulsa, Oklahoma

Pegasus Global Holdings Center for Innovation, Testing and Evaluation (CITE) Strategic Master Plan New Mexico

McCord Development, Inc. Generation Park Planning Services Houston, Texas

Hippodromo Canaleiro Master Plan San Juan, Puerto Rico

Atlanta Development Authority* BeltLine Redevelopment Plan Atlanta, Georgia

City of Atlanta* BeltLine Overlay Zoning District Atlanta, Georgia

City of Atlanta Bureau of Planning* BeltLine Street Framework Plan Atlanta, Georgia

City of Atlanta* Connect Atlanta Transportation Plan Atlanta, Georgia

*Experience prior to joining Perkins+Will

SPEAKING ENGAGEMENTS

"The Evolution of Research Communities: Planning for the Future." AURP International Conference, September 2013.

AWARDS & HONORS

Contract Magazine Healthcare Environment Award, Conceptual Design, 2013. Camp Southern Ground, Fayetteville, Georgia.

Honor Award, 2013. ASLA-Georgia, Camp Southern Ground, Fayetteville, Georgia.

Emerging Research and Science Park, 2012. Association of University Research Parks (AURP). King Abdullah University of Science and Technology (KAUST) Jeddah, Saudi Arabia.

Out of the Box Award, 2012. Florida Redevelopment Association. Innovation Square, Gainesville, Florida.

President's Award, 2012. Florida Redevelopment Association. Innovation Square, Gainesville, Florida.

Award of Merit, Planning Category, 2012. Florida APA. Innovation Square, Gainesville, Florida.

Donale E. Hunter Excellence in Economic Development Planning Award, 2012. American Planning Association. Innovation Square, Gainesville, Florida.

Honor Award, 2012. ASLA Florida. Innovation Square, Gainesville, Florida.

WAN Award - Education Sector, 2012. World Architecture News. Kuwait Teaching School. Shidaciayah, Kuwait.

perkinswill.com

Design

PERKINS+WILL

ALLEN POST, AIA, LEED AP® Project Manager



Allen is a registered architect with 14 years of experience as a project architect and project manager. Working collaboratively with multiple team structures and stakeholders, he leads teams of design professionals through all phases of design and construction. Allen is adept at listening to the unique challenges of each individual project, and working towards solutions that meet his clients' goals.

Allen has been involved in and managed numerous award-winning and innovative projects throughout his career including four LEED certified projects. Most recently, Allen is serving as Project Manager for a 10 acre retail, office, and housing development in town and a 29 acre mixed use development in Savannah, GA. Allen has also served as a Green Team Leader at Perkins+Will, managing and helping to implement the firm's sustainable design goals for the Atlanta office.

EDUCATION

Columbia University, Masters of Architecture

Brown University, Bachelor of History

PROFESSIONAL AFFILIATIONS

LEED® 2.0 Accredited Green Building Professional

RELEVANT EXPERIENCE

Atlanta Dairies
Adaptive Reuse, Mixed Use Development
Office Building/ Retail/ Housing/ Parking Facility

Atlanta, Georgia
Savannah Harbor Development Master Plan
Hotel/ Cultural Center/ Retail/ Office
Atlanta, Georgia

Variety Playhouse
Renovation of Existing Theater
Atlanta, Georgia

Georgia Pacific
Corporate Offices
Atlanta, Georgia

Jurmala Resort
Hotel, Spa, Golf Club
Riga, Latvia

DeKalb County School District
Sprout Space
Award-winning Modular Classroom Design
Competition
Atlanta, Georgia

Patrick Henry High School
Roanoke City Schools
Roanoke, Virginia

Atlanta Public Schools
Springdale Park Elementary School
New Classroom Building and Historic
Renovation
Atlanta, Georgia

Atlanta Public Schools
Long Middle School
Expansion / Renovation
Atlanta, Georgia

Augusta Preparatory Day School
Lower School Classroom Addition
New Performing Arts Building
Martinez, Georgia

Paideia School
Mother Goose House Replacement
Pythec Hall Renovation and Addition
Middle School and Gym
Atlanta, Georgia

Centers for Disease Control and Prevention
Building 106 (CDC)
Office Building/Dining Hall/Parking Facility/
Campus Infrastructure
Atlanta, Georgia

AWARDS & HONORS

2014, AIA Georgia, Citation Design Award,
Sprout Space, National Building Museum,
Washington, D.C.

2009 Open Architecture Challenge: Best
Re-locatable Classroom design competition
hosted by Architecture for Humanity.

2003, EDI Design Competition, Citation of
Merit for Innovation Kinne Fellowship

perkinswill.com

PERKINS+WILL

MICAH LIPSCOMB, LEED AP® BD+C Landscape Architect



Micah Lipscomb is a landscape architect, with over eleven years of focused experience in landscape design development, construction and master planning, with a specialty in green infrastructure, urban arboriculture and planting design. Micah is highly skilled in conceptualizing, supervising and managing multi-faceted projects. In addition to project implementation, Micah taught Landscape Architecture at both the University of Georgia and University of Maine.

EDUCATION

Master of Landscape Architecture,
University of Georgia, 2003

Bachelor of Arts, Anthropology, Eckerd
College, 1997

REGISTRATIONS

Landscape Architect, Georgia #1438

LEED® Accredited Professional BD+C

ISA Certified Arborist #50-6032A

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

RELEVANT EXPERIENCE

Gainesville Community
Redevelopment Agency
Sweetwater Creek Daylight / Power District
Gainesville, Florida

Innovation Square
9th Street Streetscape
Gainesville, Florida

Innovation Square
Landscape Ordinance (GCRA)
Gainesville, Florida

Innovation Square
3rd Avenue Streetscape
Gainesville, Florida University of Florida
Innovation Square
Gainesville, Florida

University of Florida
Clinical Translation Research Building
Gainesville, Florida

Atlanta BeltLine, Inc.
Westside Trail
Atlanta, Georgia

Atlanta BeltLine, Inc.
BeltLine Corridor Design
Atlanta, Georgia

George Mason University
Science and Technology Building
Renovation and Addition
Fairfax, Virginia

Duke University School of Medicine
Duke Medicine Pavilion
Durham, North Carolina

University of Georgia
Veterinary Medicine Learning Center
Athens, Georgia

University of Miami
UHealth Gables Medical Center Building
Coral Gables, Florida

Kuwait University City
Sabah Al-Salem University
Academic Support Facilities
Shiddadiyah, Kuwait

The Church of Jesus Christ of
Latter-day Saints
Philadelphia Pennsylvania Temple
Philadelphia, Pennsylvania

Perkins+Will Office
1315 Peachtree Street
Atlanta, Georgia

Dickenson County Public Schools
New High School, Middle School, and
Career Center
Clintwood, Virginia

Atlanta Public Schools
Maynard Jackson High School
Renovations & Additions
Atlanta, Georgia

Charles R. Drew Charter School
Junior and Senior Academy
Atlanta, Georgia

Savannah Chatham County Public Schools
New Prototype High School
Savannah, Georgia

perkinswill.com

Design

PERKINS+WILL

TARA FLACHE, LEED AP® BD+C
Project Designer



Tara joined Perkins+Will in 2005 and has over 10 years professional experience with a wide range of project types including, high-rise mixed use + residential developments, corporate / civic / commercial, science + technology, healthcare and higher education. She is skilled in maintaining continuity on demanding projects from concept design through construction. Tara works closely with her teams to coordinate specific components from programming and design to code compliance, documentation, building technology and construction administration.

EDUCATION

Bachelor of Architecture, Lawrence Technological University, 2005

REGISTRATIONS

U.S. Green Building Council Leadership in Energy & Environmental Design (LEED®) Accredited Professional

RELEVANT EXPERIENCE

Hospitality + Residential

235 West Van Buren
High-rise Residential Tower
Chicago, Illinois

The Clare at Water Tower
Mixed-Use High-rise Continuing Care Retirement Community
Chicago, Illinois

Is Gyo / NEF Topkapi Mixed-Use Development
Istanbul, Turkey

Integral Development
811 Peachtree
Atlanta, Georgia

The Peshtigo (River East Parcel 24)
High-rise Residential Tower
Chicago, Illinois

Shanghai Oriental Fisherman's Wharf
Mixed-use Development
Shanghai, People's Republic of China

Corporate + Commercial + Civic
Arizona Chemical Company
Science & Technology Center
Savannah, Georgia

Disney Corporate Headquarters
Los Angeles, California

Dubai International Airport
Concourse 3
Dubai, United Arab Emirates

Haworth, Inc.
One Haworth Center
Corporate Headquarters
Holland, Michigan

HuaNeng Group
Talents Innovation and Entrepreneurship Base
Beijing, China

King Abdullah Financial District
Riyadh, Saudi Arabia

Los Angeles United States Courthouse
Los Angeles, California

National Bio and Agro Defense Facility (NBAF)
Department of Homeland Security
Manhattan, Kansas

Healthcare
Appalachian Regional Healthcare System
Skilled Nursing Facility
Boone, North Carolina

Appalachian Regional Healthcare System
Blowing Rock Post-Acute Care Center
Blowing Rock, North Carolina

City of Hope
The Arnold & Mabel Beckman Center for Cancer Immunotherapeutics & Tumor Immunology
Duarte, California

perkinswill.com

PERKINS+WILL

CASSIE BRANUM, AICP, LEED AP®
Senior Associate, Senior Urban Designer



Cassie is a multi-faceted designer with expertise in the fields of interior design, architecture, city planning and graphic design. As an urban designer, she draws on her knowledge of these disciplines to solve specific problems and challenges that cities face at every scale.

Directing large and complex interdisciplinary efforts, Cassie works with clients and design teams that span continents and project types. Globally, she is respected for her ability to build strong relationships, synthesize ideas, achieve consensus and forge new strategies to make great design happen. She drives the creative process towards inventive, implementable design solutions. Cassie is the person you want on your team to ensure vision becomes reality.

An emerging thought leader on the Perkins+Will Cities+Sites team, Cassie frequently lectures on the Future of Cities and has been a guest lecturer at the Georgia Institute of Technology since 2010. These opportunities allow her to link her passion for unique places, experiences and cultures with current urban challenges.

EDUCATION

Master of Science in Architecture, Urban Design, Georgia Institute of Technology, 2010.

Master of City and Regional Planning, Georgia Institute of Technology, 2010.

Master of Architecture, Georgia Institute of Technology, 2008.

Bachelor of Science, Interior Design, Florida State University, 2004.

REGISTRATIONS

American Institute of Certified Planners (AICP)

LEED® 2.0 Accredited Green Building Professional

RELEVANT EXPERIENCE

Gainesville Community Redevelopment Agency

- Power District Redevelopment
- Bo Diddley Plaza Strategic Analysis
- 9th Street Streetscape
- 1717 Southeast 8th Avenue Strategic Plan

• UMU-2 Zoning Ordinance
Gainesville, Florida

University of Florida
Innovation Square Master Plan
Gainesville, Florida

Midtown Alliance

- Midtown Owner's Manual
- Essential Elements

Atlanta, Georgia

City of Atlanta
Turner Field Stadium Neighborhoods Liveable Centers Initiative Plan
Atlanta, Georgia

Atlanta BeltLine, Inc.

- BeltLine Corridor Design
- BeltLine Sub-Area 10 Master Plan

Atlanta, Georgia

South Fork Conservancy

South Fork Watershed Vision Plan
Atlanta, Georgia

City of Atlanta, Bureau of Planning
Chosewood Neighborhood Master Plan
Atlanta, Georgia

Halpern Enterprises, Inc.
Amsterdam Walk Redevelopment Plan
Atlanta, Georgia

Semkol Construction
Halic Tersane Master Plan
Istanbul, Turkey

IsGyo / NEF
Topkapi Plot
Istanbul, Turkey

Ege Yapı Group
Yedikule Master Plan
Istanbul, Turkey

Selig Enterprises, Inc.
GIS Database Strategic Planning and Analysis
Atlanta, Georgia

Selig Enterprises, Inc.
691 14th Street Analysis
Atlanta, Georgia

Design



JOBY BALINT, AIA, LEED AP, Housing Specialist

PGAL

Experience 22 yrs.
 Tenure w/PGAL 17 yrs.
 License Registered Architect, Florida #0016653
 Education Auburn University, Bachelor of Architecture & Bachelor of Science, Building Science

Joby Balint, AIA, LEED AP has 22 years of architectural experience and has been with PGAL for the past 17 years. As an Associate Principal, Joby leads PGAL's campus housing design studio and provides expertise on housing projects nationally. Joby was responsible for managing the design and construction of over 7200 beds for housing projects throughout his tenure with PGAL. He led the design and production of new construction and renovations for numerous campus housing projects in the educational and private sector markets. Through his extensive and diversified architectural practice, Joby's technical capabilities allow him to make sure programming, planning, design and construction documents meet budget and schedule requirements and exceed the clients' expectations.

Relevant project experience: Florida International University Biscayne Bay Campus Housing, North Miami, FL - One College Park Mixed Use Campus Housing, Gainesville, FL - Texas A&M Park West, College Station, TX - FAU Parliament Hall, Boca Raton, FL - FAU Innovation Village Phase I-Boca Raton, FL FAU Glades Park & Heritage Park Residential Towers-Boca Raton, FL; FAU's MacArthur Campus and Honors College and Residences-Jupiter, FL; FAU's Student Support Service Center-Boca Raton, FL, North Broward Preparatory School Dormitories-Coconut Creek, FL; Lake Mary Preparatory School Dormitories-Orlando, FL; Towson University Millennium Hall, Towson, MD; UAH Winton M Blount Residence Hall-Birmingham, AL.



BRUNO PHILLIPS, Project Designer

PGAL

Experience 24 yrs.
 Tenure w/PGAL 14 yrs.
 Education Bachelor of Architecture, Florida Atlantic University

Bruno Phillips has more than 24 years of experience and has a major focus on municipal, education, mixed use, housing, parking garage and federal projects. He is a skilled and thorough project designer who is highly attentive to his clients and extremely detailed in developing concepts, programming and construction documents. Bruno is excellent in communicating with the owner, consultants, and construction partners and has developed a solid reputation for himself through his career.

Relevant project experience: One College Park Mixed Use Campus Housing, Gainesville, FL - Texas A&M Park West, College Station, TX - Biltmore Place Condominium and One Merrick Park Mixed-Use Housing, Coral Gables, FL - Sky House Residences at University City, Sweetwater, FL - University of Florida Southwest Parking Garage, Gainesville, FL, Broward County Judicial Center Mixed Use Parking Garage, Fort Lauderdale, FL - Old School Square Mixed Use Parking Garage, Delray Beach, FL; 238 University, Gainesville, FL - USF Fletcher Apartments, Tampa, FL;



IAN NESTLER, AIA, LEED AP, BD-C, Principal In Charge

PGAL

Experience 40 yrs.
 Tenure w/PGAL 20 yrs.
 License Registered Architect, Florida and Massachusetts
 Education Master of Architecture, Harvard University
 Bachelor of Architecture, University of Southern California

Ian Nestler has 40 years of experience in architectural planning, design and management and has served as Principal Planner/Designer for a broad range of educational, campus housing, garage and mixed use/retail projects. In his capacity as PIC, Ian is responsible for guiding a project's progress from concept to completion assuring the highest level of design while integrating realistic budget, schedule and construction parameters. His excellent communication and partnering skills are critical assets in this process and are reflected in the enviable record of client commendations he has received throughout his career.

Relevant project experience: Florida International University Biscayne Bay Campus Housing, North Miami, FL - One College Park Mixed-Use Campus Housing, Gainesville, FL - Biltmore Place Condominium and One Merrick Park Mixed-Use Housing, Coral Gables, FL - Sky House Residences at University City, Sweetwater, FL - Texas A&M Park West, College Station, TX - FAU Parliament Hall, Boca Raton, FL - FAU Innovation Village Phase I-Boca Raton, FL - FAU Glades Park & Heritage Park Residential Towers - Boca Raton, FL - FAU MacArthur Campus and Honors College and Residences, Jupiter, FL.



SAM FERRERI, AIA, Project Manager

PGAL

Experience 36 yrs.
 Tenure w/PGAL 5 yrs.
 License Registered Architect, Florida #0010011
 Education Master of Architecture, University of Florida
 Bachelor of Architecture, Florida A&M University

Sam is a registered architect with over 36 years of design experience, specializing in the programming and design of a broad range of public and private projects. His designs have included mixed-use, municipal housing, corporate and commercial projects. Sam is currently a principal of the Boca Raton office of PGAL. He is very active in the community and serves on the Board of Directors of many professional and civic organizations throughout Florida.

Relevant project experience: FAU Parliament Hall, Boca Raton, FL - Florida International University Biscayne Bay Campus Housing, North Miami, FL - One College Park Mixed-Use Campus Housing, Gainesville, FL - One Merrick Park Mixed-Use, Coral Gables, FL - Biltmore Manor Condominium, Coral Gables, FL - Sky House Residences at University City, Sweetwater, FL; 238 University, Gainesville, FL - USF Fletcher Apartments, Tampa, FL;



DAVID WALLACE, AIA, Senior Project Architect

PGAL

Experience 26 yrs.
 Tenure w/PGAL 2 yrs.
 License Registered Architect, Florida #094926
 Education Auburn University, Bachelor of Architecture & Minor in Business (1991)

David Wallace has twenty-six years' experience in the architectural field leading a wide variety of projects in Florida. Well versed in technically complex building types where engineering coordination is critical to the successful outcome, David has vast experience in working with local authorities around the state in approvals and permitting. David has successfully completed several market rate housing projects over the last ten years.

Relevant project experience: One College Park Mixed-Use Campus Housing, Gainesville, FL, Midtown Delray Apartments, Delray Beach, FL - Sabal Grove Townhomes, Palm Beach County, FL - Sanctuary Townhomes, Ft. Lauderdale, FL - Marvella Condominium & Townhomes, West Palm Beach, FL - Cortina Townhomes at Boynton Commons, Boynton Beach, FL - La Cascade Condominium on the Intracoastal, Ft. Lauderdale, FL - Kaluz Restaurant, Wellington, FL;



ANGELA GUTHRIE, LEED AP, Job Captain

PGAL

Experience 19 yrs.
 Tenure w/PGAL 10 yrs.
 Education Bachelor of Architecture, Ricardo Palma University, Lima, Peru (1997)

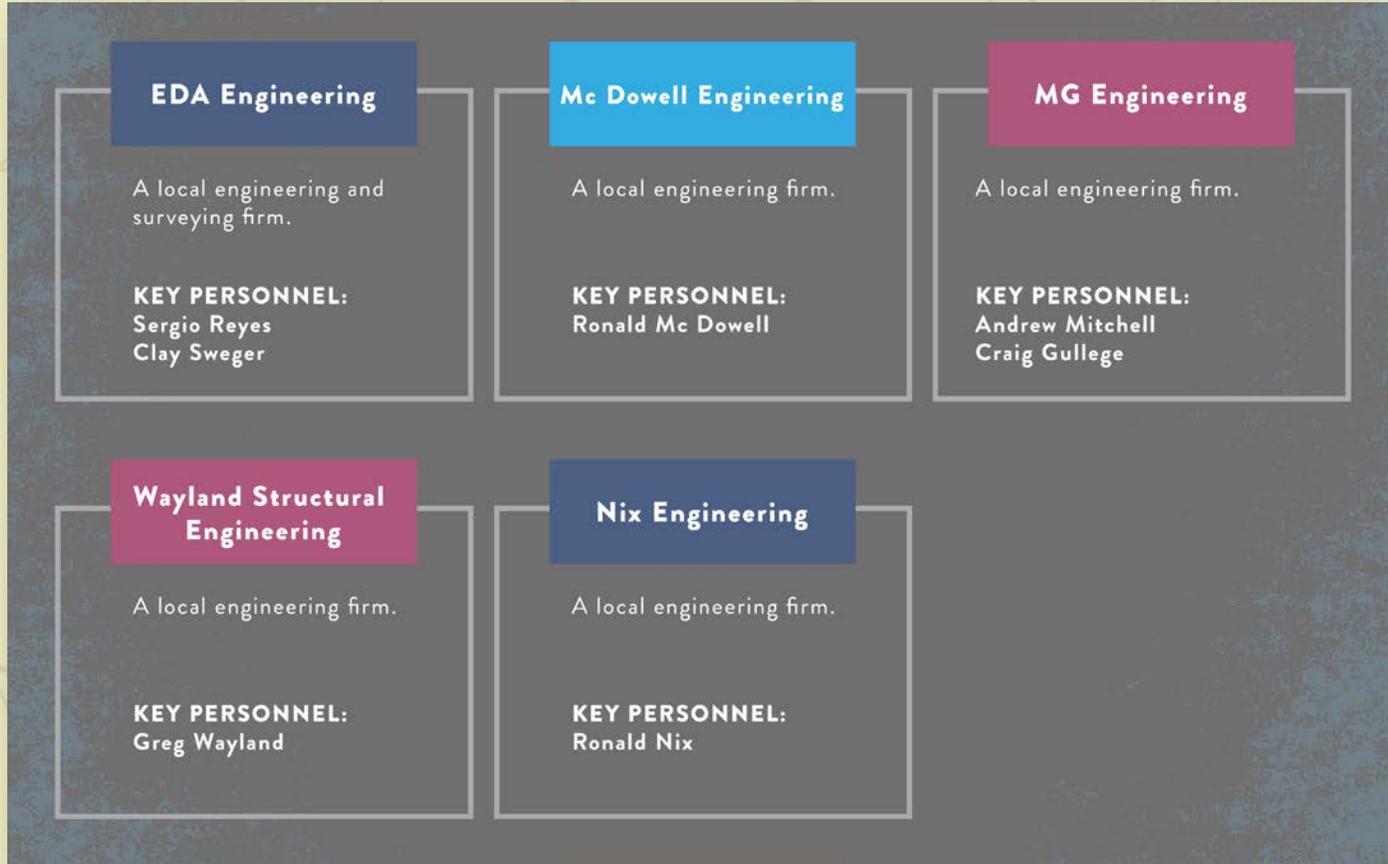
Ms. Guthrie has over 19 years of experience in architecture in both North and South America. She has exceptional skills and experience in planning, detailing, designing and coordinating projects.

Extremely proficient in AutoCAD and Revit, among other software, she has been responsible for the production of construction documents on numerous housing projects.

Relevant project experience: Florida International University Biscayne Bay Campus Housing, North Miami, FL - One College Park Mixed Use Campus Housing, Gainesville, FL - Texas A&M Park West, College Station, TX - FAU Parliament Hall, Boca Raton, FL - FAU Innovation Village Phase I-Boca Raton, FL - North Broward Preparatory School Dormitories-Coconut Creek, FL; Lake Mary Preparatory School Dormitories-Orlando, FL



Engineers



Engineers


Resume



Professional Registration
Florida Professional Engineer #47311

Education
BS Civil Engineering St. Thomas University, Bogotá, Colombia
Post Graduate Courses University of Florida

Chronology
2014-Present P.E. / President / Principal
eda engineers • surveyors • planners, inc.
2012-2014 P.E. / President / Principal
Eng, Denman & Associates, Inc.
2003-2012 P.E. / Vice President / Principal
Eng, Denman & Associates, Inc.
1992-2003 P.E. / Project Engineer
Eng, Denman & Associates, Inc.
1990-1992 Project Engineer
Jones, Edmunds & Associates, Inc.
1987-1990 Design Engineer
M. Vincent Protheroe, P.E.
1985-1987 Designer
University of Florida, Retz Union
1981-1985 Project Engineer
Lehner, Inc.

Professional Experience
For the past 24 years, Mr. Reyes has been a part of the team of engineers at eda. For 35 years, he has worked with the public and private sector providing solutions to their development needs, from small office buildings and restaurants to large subdivisions and shopping centers.
Mr. Reyes also provides services that include design of stormwater drainage facilities and water distribution for several agencies including Gainesville Regional Airport and Alachua County Public Works and is the Project Manager for annual contracts with the University of Florida, Gainesville Community Redevelopment Agency, Gainesville Regional Utilities, City of Gainesville and Alachua County.

Areas of Expertise
Mr. Reyes specializations include land development design and permitting stormwater facilities, water distribution systems, waste water facilities (including reclaimed water systems), stormwater systems, and road design.

Civic
2004-Present American Water Works Association
2004-Present American Society of Civil Engineers (ASCE)
2006-2012 Alachua County Planning and Zoning Board Member



2404 NW 43rd Street
Gainesville, Florida 32606
Phone: 352-373-3541
Fax: 352-373-7249
Email: sreyes@edafl.com


Resume



Professional Registration
American Institute of Certified Planning (AICP) #21983

Education
MA Urban and Regional Planning University of Florida
BA Political Science University of Florida

Chronology
2014-Present Principal / Director of Planning
eda engineers • surveyors • planners, inc.
2005-2014 Director of Planning
Eng, Denman & Associates, Inc.
2003-2005 Planner
Alachua County Growth Management Department
2001-2003 Planner
City of Largo Community Development Department
2000-2001 Graduate Student Intern
University of Florida Foundation Department of Real Estate

Professional Organizations
American Institute of Certified Planners (AICP)
Leadership in Energy and Environmental Design Accredited Professional (LEED® AP)
American Planning Association (APA)

Professional Experience
In 2005, Mr. Sweger joined eda as the Director of Planning to provide full-service land planning functions to the firm. His educational training, professional certifications, along with his prior experience as a municipal and county planner gives him a broad range of abilities in the field of urban planning and land development.
Mr. Sweger has been involved in a wide variety of land planning projects, including master planning, large and small scale land use change applications, master planning, planned development applications, code and comprehensive plan amendments and rezoning requests in the north-central Florida area. In addition to private sector clients, Mr. Sweger has extensive public sector experience, including projects with the Gainesville Community Redevelopment Agency, University of Florida, Gainesville Regional Utilities, City of Archer and City of Alachua as a Planning Consultant.

Areas of expertise
Mr. Sweger's specializations include urban and environmental design, master planning, land use and rezoning analysis and all related planning functions. His working knowledge of local government policies and procedures is a great asset to any team. Since joining the eda team, Mr. Sweger has worked extensively with local government offices on issues related to permitting, entitlements, development plan approvals, Comprehensive Plan and Zoning Amendments, etc.

Civic
= University of Florida Bergstrom Center for Real Estate Advisory Board Member 2012-Present
= City of Gainesville Development Review Board Member 2007-2009
= Leadership Gainesville, Class XXXI
= Alachua County Emerging Leaders (ACEL)
= University of Florida Alumni Association, Member



2404 NW 43rd Street
Gainesville, Florida 32606
Phone: 352-373-3541
Fax: 352-373-7249
Email: csweger@edafl.com

Engineers



Mitchell Gullledge Engineering, Inc.
210 SW 4th Avenue
Gainesville, FL 32601
352.745.3991
www.mitchellgullledge.com

Andrew Mitchell, PE, CxA, LEED AP BD+C
Craig Gullledge, PE, CxA, LEED AP BD+C

R. Craig Gullledge II, P.E., CxA, LEED AP BD+C

Professional Experience

Mitchell Gullledge Engineering, Inc.: Principal Engineer, October 2015 - Present, Gainesville, FL
Moses & Associates, Inc.: Senior Mechanical Engineer, Project Manager, BIM Manager, August 2005 - January 2016, Gainesville, FL
Professional Licenses and Certifications
Professional Engineer (FL) - Lic. 69158 | Certified Commissioning Authority - Reg. 116-1383 | LEED AP BD+C - ID 10104089

Education
University of Florida, College of Engineering: BS Mechanical Engineering 2004 | Minor in Business Administration 2004

MEP Design
Mr. Gullledge utilizes a holistic approach to building system design implementation. Such an approach requires prioritization of programmatic goals and critical timing of coordination efforts. With a sound understanding of MEP system types and applications, from remote 500 of labs, to chiller plant design, there is an opportunity for early programmatic options that are vetted with life cycle costing methods. Special attention is given to system applications to meet construction cost, energy efficiency, and maintenance/longevity goals while considering the overall project impact.

Sustainable Building Design
Experience and certification for USGBC LEED. Experienced in multiple rating systems across a variety of project types.

Building Information Modeling (BIM) Design & Coordination
Design effort utilizes BIM design and clash detection software during design phase work and construction administration to facilitate improved conflict resolution and streamlined installation. A collaborative approach is used for identification of model geometry conflicts during design that minimizes installation conflicts and assures equipment accessibility & checkout for long term maintenance goals.

Software Knowledge
Revit, MEP, AutoCAD, Navisworks, Microsoft Office, Trane Trace, USGBC LEED Online.

Project Experience

Celebration Point - Building 5001 Tenant Infill
Infill of 7,700 sq ft of core and shell space for governmental office tenant. Project included implementation of extensive standards and specialized requirements in addition to coordination with multiple review agencies and owner consultants.

CSX Operations Office Building:
New construction of an approximately 5,000 GSF office building for CSX operations in Jacksonville, FL. Design included new energy recovery ventilation systems and high efficiency split system HVAC. Energy efficient design is a key component of the building. LEED Gold certification is in progress.

Biolaged Station:
New 20,000 sq ft shell building planned for 9 tenants. Project design efforts included early coordination with local utility provider (GRU) to assess domestic water, sanitary, gas, and power impacts. This developer grade project was implemented with cost saving measures and planning efforts to maximize future tenant flexibility and reduce first costs.

Celebration Point - Building 500 Core & Shell:
Core & shell for 43,500 sq ft of future retail and/or restaurant space. Project design efforts included early coordination with local utility provider (GRU) to assess domestic water, sanitary, gas, and power impacts. Design included flexibility for multiple tenants to have the option for restraint or retail infrastructure. The design effort implemented lessor requirements per a landlord's work letter prior to final completion of the design process.

Celebration Point - Building 600 Core & Shell:
Core & shell for 18,400 sq ft of future retail and/or restaurant space. Project design efforts included early coordination with local utility provider (GRU) to assess domestic water, sanitary, gas, and power impacts. Design included flexibility for multiple tenants to have the option for restraint or retail infrastructure.

Celebration Point - Building 200 Core & Shell:
Core & shell for 18,100 sq ft of future retail and/or restaurant space. Project design efforts included early coordination with local utility provider (GRU) to assess domestic water, sanitary, gas, and power impacts. Design included flexibility for multiple tenants to have the option for restraint or retail infrastructure. The design effort implemented lessor requirements per a landlord's work letter prior to final completion of the design process.



Mitchell Gullledge Engineering, Inc.
210 SW 4th Avenue
Gainesville, FL 32601
352.745.3991
www.mitchellgullledge.com

Andrew Mitchell, PE, CxA, LEED AP BD+C
Craig Gullledge, PE, CxA, LEED AP BD+C

S. Andrew Mitchell, P.E., CxA, LEED AP BD+C

Plumbing and Fire Protection Lead

Mitchell Gullledge Engineering, Inc.: Principal Engineer, October 2015 - Present, Gainesville, FL
Moses & Associates, Inc.: Senior Mechanical Engineer, Project Manager, LEED Manager, May 2006 - January 2016, Gainesville, FL
Professional Licenses and Certifications
Professional Engineer (FL) - Lic. 75609 | Certified Commissioning Authority - Reg. 116-1384 | LEED AP BD+C - ID 10664955

Education
University of Florida, College of Engineering: BS Mechanical Engineering 2006 | Minor Military Science 2006

Project Management
Project management for commissioning, design and construction of projects up to 85,000 square feet with budgets ranging from \$5,000 up to \$20,000,000. Experience managing and coordinating teams of design professionals to meet project requirements. Project management includes experience as prime consultant and sub-consultant.

MEP Design
Extensive experience in HVAC, Plumbing and Fire Protection design. Serves as a LEEDuser expert for project guidance around the globe. Design experience includes a range of project types and sizes, including central plant design, custom AHU design, laboratory fume exhaust and gases, thermal systems and controls, institutional HVAC design, and energy recovery design. Most projects have an emphasis on energy efficient design.

Commissioning
Commissioning Authority experience including on-site commissioning inspections, functional performance equipment testing, pre-functional equipment checklist generation, functional performance test creation, review of contract documents, and analysis of system functions.

Software Knowledge
Revit MEP, NavisWorks, BIM360, AutoCAD, HASS Fire Protection, Microsoft Excel, Trane Trace, LEED Online.

Project Experience

UF IFAS Entomology Nematology Building Lab VAV Conversion:
The Entomology Nematology project was a 75,000 of project with a \$4,800,000 budget. The design included a 19 phase laboratory conversion to variable air systems. Andrew was the design engineer for all mechanical systems and managed the project from design phase through an on-time and on-budget completion. The project was funded by energy savings, which have exceeded expectations since the conversion was completed.

UF UAA Basketball Practice Facility Addition and Renovation:
The UF UAA Basketball Practice Facility project included a new addition and renovation of existing space. Total project area was approximately 5,500 sf with a construction cost of approximately \$1,150,000. The project goal was to enlarge the existing weight training area by moving offices, storage and laundry rooms to the new addition. The project required close coordination with UF PPD to gain maximum space while maintaining service clearances. A new steam supply to the building was designed and installed with a new steam pit and trap. Existing HVAC problems were identified and corrected during the construction phase of the project.

UF IFAS Austin Cary Learning Center:
The UF IFAS Austin Cary Learning Center was a new construction building of approximately 8,500 sf with a construction cost of approximately \$1,950,000. The building was designed on the site of two older buildings which burned down. Andrew Mitchell worked closely with IFAS personnel, Alachua County Fire Chief, and the fire protection contractor to provide a new pumped storage fire protection system for the facility.

UF IFAS Institute of Global Food Science:
The IFAS Global Food Science project was a renovation of an existing high bay work space into a multi-functional office and incubator space and a wet lab. The laboratory space included two fume hoods as well as work space for multiple laboratory researchers. Andrew was the project manager for MEP systems from project inception until completion. He oversaw the HVAC design, and designed the plumbing and fire protection systems.

CSX Operations Office Building:
New construction of an approximately 5,000 GSF office building for CSX operations in Jacksonville, FL. Design included new service for the building with low flow, water efficient plumbing fixtures. Energy efficient design is a key component of the building. LEED Gold certification is in progress.



Mitchell Gullledge Engineering, Inc.
210 SW 4th Avenue
Gainesville, FL 32601
352.745.3991
www.mitchellgullledge.com

Andrew Mitchell, PE, CxA, LEED AP BD+C
Craig Gullledge, PE, CxA, LEED AP BD+C

Ronald Nix, P.E.

Professional Experience

Mitchell Gullledge Engineering, Inc.: Senior Electrical Engineer - January 2017 - Present Gainesville, FL
Nix Engineering: 01/99 - Present, Gainesville, FL | Ronald Nix, P.E.: 01/82 - 01/99, Panama City, FL
Professional Licenses and Certifications
Professional Engineer: FL - #28635 AL - #14993 GA - #14888 SC - #17171 MS - #18315

Education
Auburn University College of Engineering: Bachelor of Science in Electrical Engineering 1972

Experience Overview
More than 40 years of experience related to the electrical construction industry. Experience includes buildings such as university, medical offices, schools, fire stations, high rise residential complexes, office buildings, churches, industrial facilities, and power plants, as well as shipbuilding experience for the U.S. Navy.

Electrical Power and Lighting Design
Extensive experience in electrical power and lighting design. Design experience includes a range of project types and sizes including medium voltage design, lighting design, laboratory and institutional facilities. Photometric analysis of interior spaces is utilized to ensure proper light levels in all areas.

Site and Utility Design
Design experience of site power and lighting for building project sites as well as municipal projects. Close coordination with municipalities and civil engineers have resulted in seamless construction of designs. Site photometric analyses provide true understanding of design and compliance with all local requirements.

Fire Alarm Design
Broad fire alarm design experience composed of a wide range of systems from light commercial, to high rise buildings. Close coordination with authorities and contractors provides continuity from design into construction.

Software Knowledge
AutoCAD, Visual 3D Photometrics, Microsoft Office Tools.

Project Experience

Deerfield School Fitness Center
Addition and renovation to an existing athletic facility in Albany, GA. Project addition area was 12,000 sf and included new, state of the art fitness spaces for multiple athletic teams and for general student body use. The interface between the existing building and the addition was renovated to match the construction type and create a seamless transition. Construction was completed in 2015.

CSX Operations Office Building:
New construction of an approximately 5,000 GSF office building for CSX operations in Jacksonville, FL. Design included new service for the building, 24 hour security operations, and integrated solar photovoltaic power system. Energy efficient design is a key component of the building. LEED Gold certification is in progress.

FAMU Perry Paige Building:
Complete renovation of approximately 90,000 sf building consisting of traditional classrooms, lecture halls and offices. Project included all new electrical, lighting and fire alarm in the building interior. The building electric service was renovated, including medium voltage power distribution on the primary system.

UF Greek Lot Design
Creation of three new lots for Greek housing. The project included new medium voltage power distribution, new lighting, new communications infrastructure redesign and pedestrian lighting. New duress signaling stations were designed and installed in close coordination with the University Police Department. Site lighting photometric calculations and renderings were performed to demonstrate compliance with all local requirements. Construction completion in 2016.

UF Various Site Electrical Projects
Renovation of various multi-acre site projects for the University of Florida. The projects included power distribution, new site lighting and pedestrian lighting. Site lighting photometric calculations and renderings were performed to demonstrate compliance with all local requirements.

Celebration Point - Building 5001 Tenant Infill
Infill of 7,700 sq ft of core and shell space for governmental office tenant. Project included implementation of extensive standards and specialized requirements in addition to coordination with multiple review agencies and owner consultants.

Engineers

Resume

GREGORY S. WAYLAND, PE
OWNER/WAYLAND STRUCTURAL ENGINEERING



Consulting

Mr. Wayland's structural consulting experience includes the following list of projects.

Gainesville CRA Catalyst Warehouse
Cade-Firestone Building
Alachua County Supervisor of Elections
Kanapaha Park Community Center
First United Methodist Church
Family Medical Main Street
Bo Diddley Plaza Restroom, Café, Kiosk
Esplanade at Butler Plaza
Stadium Terrace Apartments
Hidden Lakes Apartments
Labavitch Chabad Jewish Center

McGregor Apartments
Olean Senior High/Middle School
Solarias 10224 Apartments
Santa Fe College Baseball Pressbox
Archstone Apartments
Ashton Lane Apartments
Putnam Valley Senior High School
Woodbury Row Apartments
Apple Ridge Retirement Community
Alachua County Recycled Materials Processing Facility

Hernando County Operations Center
Beck Chevrolet/GM Renovations
Pi Beta Phi Sorority Addition
Alachua City Hall & Sheriff's Office
Catholic Charities
Hamburg Main Post Office
Abiding Faith Christian Church
Funworks Bowling Alley
Camp Blanding Renovations

Kendall Retirement Community
Kanapaha Middle School PI Unit
Trinmark Properties Office Addition
Jamesstown Post Office Parking Canopy
Tower 24 Mixed Use Buildings
Nassau Co. Emergency Operations Ctr
Alachua Library Addition
CFCC Century Center Stair
Additions & Alterations to Oyster Bay
Tompkins County Human Services Bldg
Stratford Apartments
Kappa Sigma Fraternity
TJ Maxx Addition

Education

Structural Engineering Graduate School, 1983-84
SUNY at Buffalo, Buffalo, NY
BSCE - Civil Engineering (Cum Laude), 1981-83
SUNY at Buffalo, Buffalo, NY
Civil Engineering, 1979-81
U.S. Coast Guard Academy, New London, CT

Registration

Registered Professional Engineer: Florida, Georgia
Inactive Licenses: Alabama, New Jersey, New York

Professional Affiliations

American Society of Civil Engineers (ASCE)
Structural Engineering Institute (SEI)
American Concrete Institute (ACI)

Experience

Mr. Wayland is a Professional Engineer with over thirty years of experience in the structural design of residences, apartments, schools, commercial buildings, government facilities, and more. His design work has included new facilities, renovations and alterations. He specializes in intimate collaboration with architects and designers in order to ensure their artistic vision is realized, while creatively integrating the mechanical systems required for each building. He has had extensive involvement in the design of specialty spaces/structures such as auditoriums, music rooms, natoriums, large group instruction rooms, pedestrian bridges, gymnasiums, natoriums, libraries, atriums, ornamental steel frames, hurricane shelters and solar panel systems.

RESUME FOR:



John R. McDowell, P.E.
2711 NW 6th Street, Suite B
Gainesville, FL 32609
(850) 319-3795 Cell
mcdowellengineering@knology.net

Work Experience:

1998-PRESENT **President of McDowell Engineering, Inc., Panama City & Gainesville, Florida**

CONSULTING ENGINEER - Mechanical Engineering design for HVAC, plumbing, fire protection, refrigeration, water and sewer utilities, and commercial swimming pools. Types of projects include: condominiums, churches, office renovations, apartment complexes, hotels, laundries, site utilities, commercial swimming pools, sewage lift stations, gasoline and diesel fueling systems, restaurants and industrial buildings, chemical laboratories, clean rooms, animal shelters, transportation facilities, public water systems, offices, health care and medical facilities, motels, apartment complexes, auditoriums, storage areas, fire protection systems, compressed air systems and chilled brine systems.

1984-2000 **Naval Coastal Systems Station, Panama City, Florida**

PUBLIC WORKS AND MILITARY CONSTRUCTION DIVISION - Provided mechanical design for facilities, prepared drawing and specifications for construction contracts, prepared cost estimates, performed mechanical construction inspections. Performed troubleshooting investigations and prepared reports summarizing results. Acted as EIC (Engineer In Charge) construction manager for AE design projects for coordination of engineering disciplines and reviewing all construction documents for technical completeness for multimillion dollar construction military projects. Expert use of AUTOCAD and SPECSINTACT. Acted as AE selection chairman evaluating and awarding open-end AE design contracts.

1981-1984 **Martin Marietta Aerospace, Orlando, Florida**

THERMODYNAMIC ANALYSIS AND DESIGN DEPARTMENT - Performed thermodynamic analysis and design for military defense projects which included heat transfer and fluid flow processes, environmental control systems for electronic systems, specialized refrigeration systems, environmental systems for nuclear, biological and chemical shelters, environmental systems for manned mobile shelters. Created detailed transient and steady state computer models of heat transfer and fluid flow for electronic systems. Performed thermal testing of electronic systems.

Education:

Master of Science in Mechanical Engineering, Florida State University, 1994
Bachelor of Science in Mechanical Engineering, University of South Florida, 1981
LEED Core Concepts and Strategies, Gulf Coast College, 2010

Professional Society Memberships:

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.,
American Society of Mechanical Engineers
International Code Council

Awards:

AIA Honor Award for Design Excellence for the Family Medicine at Main Street, Gainesville, Florida, 2014
AI Gore Hammer Award for Reinventing Government for Naval Base sewer system private to city conversion, 1999

Professional Registration:

Licensed Professional Engineer in the states of Florida (#38727), Alabama (#20192), Georgia (#027331), Louisiana (#29847) and Mississippi (#18247).

RONALD J. NIX, P.E.
2711 NW 6th Street, Suite B
Gainesville, FL 32609
352-271-9900

Qualifications

44 years of experience related to the electrical construction industry. Experience includes buildings such as medical offices, schools, fire stations, high rise residential complexes, office buildings, churches, industrial facilities, and power plants, as well as shipbuilding experience for the U.S. Navy.

Professional Registrations

Registered Professional Engineer in the states of Florida (#28635), Alabama (#14993), Georgia (#14888), South Carolina (#17717), and Mississippi (#18315)

Education

Bachelor of Science in Electrical Engineering, Auburn University - 1972

Work History

Work experience includes design, construction management, field engineering, testing, feasibility studies, cost estimating, design reviews, inspections, and contract administration.

2001 to Present **Nix Engineering, Inc.** Gainesville, FL - Electrical Engineering Consultant
1999 to 2001 **Nix Engineering, Inc.** Panama City, FL - Electrical Engineering Consultant
1991 to 1999 **RONALD J. NIX, P.E.** Panama City, FL & Destin, FL - Electrical Engineering Consultant
1989 to 1991 **NAVAL COASTAL SYSTEMS CENTER**, Panama City, FL - Lead Electrical Engineer, Public Works Department
1982 to 1989 **RONALD J. NIX, P.E.** Panama City, FL & Destin, FL - Electrical Engineering Consultant
1979 to 1982 **STATE ELECTRIC SERVICE, INC.** Panama City, FL
Electrical Engineer/Project Manager for electrical contractor
1973 to 1979 **DANIEL CONSTRUCTION COMPANY** Dothan, AL - Lead Electrical Engineer, Farley Nuclear Plant
1972 to 1973 **NEWPORT NEWS SHIPBUILDING** Newport News, Virginia
Electrical Test Engineer for nuclear powered Navy ships

Professional Society Memberships

Member of National Society of Professional Engineers, Florida Engineering Society and NFPA. Past President, Secretary-Treasurer, and MathCounts Chairman for the Gulf Coast Chapter of the Florida Engineering Society.

Contractors

Joyner Construction

A local construction firm.

KEY PERSONNEL:
Richard Wagner
Ryland Wagner
John Sixby

Concept

A local design/build firm.

KEY PERSONNEL:
Brian Crawford
Seth Lane

Doug Porch

A local general contractor.

KEY PERSONNEL:
Doug Porch

Contractors



Richard E. Wagner, President

Project Executive, Joyner Construction, Inc.

Project Responsibilities:

- Assist with project oversight.
- Assist with connectivity to the local market.
- Overall coordinator and negotiator for the project.
- Monitor the performance and progress of the construction management team.
- Be a proactive team member ensuring project goals, budget and schedule are successfully met.

Personal Stats:

42 years in the industry

26 years with Joyner

University of Florida
B.A., Building Construction
Licensed General
Contractor, State of Florida

Specific Expertise:

- Over 40 years' experience in the construction industry, encompassing all phases from field superintendents, estimating, project management to management of the company.
- Experience in working with owners to develop plans off conceptual ideas selecting the most economical and efficient methods of construction.
- Knowledge of the local market for availability of materials and subcontractors to perform the work to conform to the schedule.
- Considerable experience in the design and construction of office facilities.

Representative Projects:

- Gainesville Health and Fitness, Gainesville, FL
- Holy Trinity Episcopal School, Gainesville, FL
- St. Madeleine's Catholic Church, High Springs, FL
- Firestone Building, Gainesville, FL
- Studebaker Museum, Gainesville, FL
- Historic Haile Visitor Center, Gainesville, FL
- Harley Davidson, Gainesville, FL



John Sixbey

Project Manager, Joyner Construction, Inc.

Project Responsibilities:

- Assist with project oversight.
- Project Coordination with owner and all jurisdictional agencies.
- Project estimating and scheduling.
- Manage input from all contract parties to coordinate potential construction problems or changes
- Proactive team member ensuring project budgets, schedule and goals are met.

Personal Stats:

12 years in the industry

10 years with Joyner

University of Florida
B.A., Building Construction

Specific Expertise:

- Assisted owner and design team with value engineering and design build projects.
- Prepared competitive bid packages for new and renovation projects.
- Experience with all types of commercial, residential, institutional and industrial projects.
- Prepared contracts, schedules and change orders.
- Coordinated conflict and question resolution, addressed client concerns and needs.
- Considerable experience in the design and construction of office facilities.

Representative Projects:

- Villas of West End, Gainesville, FL
- Shands Women's Center, Gainesville, FL
- Kalishman Law Office, Gainesville, FL
- Kay Medical Building, Gainesville, FL
- Eagle Trace, Gainesville, Florida
- Band Central Station, Gainesville, FL



Ryland Wagner

Project Manager, LEED Associate, Joyner Construction, Inc.

Project Responsibilities:

- Assist with project oversight.
- Project coordination with owner and all jurisdictional agencies.
- Manage input from all contract parties to coordinate potential construction problems or changes
- Proactive team member ensuring project budgets, schedule and goals are met.
- Verify LEED procedures are followed and coordinated with subcontractors.

Personal Stats:

2 years in the industry

1 year with Joyner

University of Florida
B.A.

Specific Expertise:

- Assisted owner and design team with value engineering and design build projects.
- Prepared competitive bid packages for new and renovation projects.
- Prepared contracts, schedules and change orders.
- Coordinated conflict and question resolution, addressed client concerns and needs.
- LEED requirements and procedures.

Representative Projects:

- Village Counseling Center, Gainesville, FL
- FLAD Florida / Architecture Office, Gainesville, FL
- City College Remodel / 13th Street Campus, Gainesville, FL
- Firestone Building Remodel, Gainesville, FL
- Reichert House Expansion, Gainesville, FL

Community Collaborators

Irnya Kanishcheva	Marty Mesh	Kathleen Leavy	Jordan Brown
Chad Paris	Mike Palmer	Phoebe Miles	James Blythe
Quang Tran	Gareth Kempson	Anna Prizzia	Jenny Higgins
Angela Pate	Margaret Tolbert	Lynn Polke	Angela Betancourt
Sarah Cervone	Josh Shatkin	Tommy Baker	Matt Chandler
Matt Palmer	Parker Van Hart	Richard Dreher	Doug Porch
Tom Hart	Randy Batista	Stephen Bender	Millard Pate
Joe Maldonado	Mark Davidson	Erin Curry	Kenny Zarron
Sharon Burney	Maya Velezko	Jim Barrie	Andrew Stanfill
Elle Borneman	Jane Muir	Brittney Barrie	Ian Williamson
Cindi Stellar	Josh Javaheri	Augi Lye	Jeff Mc Mullen
Brook Gamewell	Scott Gill	Davis Hart	Mitch Eaden
Leslie Tharp	John Sninsky	Brett Ader	John Westerbrook
Oliver Klicker	Nitan Jayaswal	Kim Kruse	Lisa Gearen
Bill Bryson	Andrew Kaplan	Jordan Borstelmann	John Roberts
Dug Jones	Bill Hutchinson	Nick Moskowitz	

Our efforts to create a plan that was responsive to the City vision and understand the community perspectives was based on input from local residents and businesses.

Their insight and thoughtful discussion assisted us in preparing a genuinely citizen centric plan for the area.

Our thanks to their collaboration in our outreach effort to involve the community in the planning process. Their involvement in the execution of the development is important as well.



TEAM EXPERIENCE

TAB #3

Collective Experience

The Team assembled has over 100's of years of experience in their fields. All have project related activities that translate to an overall collective ability to conceive and execute the Power District concept provided.

Renovation construction, master planning, design, economic development, engineering, site and building construction, site design, recruitment, community outreach are all skills which will be important to the redevelopment of the area.

The personnel from each firm have extensive project experience in the industry and with projects that would be found in the concept proposed.

More importantly, this Team has more local experience with City and County codes, departments, expectations and necessary ways to get projects completed in Gainesville.

This group is diverse in perspective with local and international experiences. The professionals are charged with creativity through collaboration.

The collaborations go beyond professionalism, but also to working together on boards and organizations locally to serve the Community.

And, finally they live in the community and understand its nuances as a local citizen.

Projects that have been assembled reflect the unique experiences of members to demonstrate Team ability and creativity. These projects have been transformational and adapted buildings to different uses to stimulate change in the surrounding area.

The Power District potentially will have significant impact to the urban landscape of the City's inner core for years to come. The firm's on this Team assembled have experiences with all uses and successfully created projects which created positive change.



Relevant Experience

This team has designed, engineered, constructed and developed a variety of projects that will be a part of the Power District. Some of these projects can be found in the area which required understanding the local community.

The experiences from years of projects indicates if quality is provided, local knowledge is incorporated with a purpose that the sense of place will be possible.

In the end, a local project focused on local community enterprises and residents will be achieved and thrive over time.

General Lessons Learned:

- Public infrastructure is important to address jointly
- Public spaces need to be constructed in the initial phase
- Financing is a public private partnership
- Parking is collaborative
- Flexibility in Planning & community input is important
- Public utilities are collaborative to achieve sustainability.
- Governance and Process is important to success.
- Team approach v. adversarial relationship
- Best decisions are made from proper perspective to deliver the overall goal
- Teamwork is necessary for success

Relevant Experience

Project Lessons Learned:

Reuse materials reflective of existing character

Sustainable features add value to building renovations

Marketing is instrumental to bringing new residents to revitalize and grow area

Expect complexities when redeveloping and know how to become flexible in planning & design

Local operational knowledge provides a unique perspective and understanding the area market

Private development with public financing and purposes creates economic development

Creative use of new materials can provide a contemporary façade which enhance previous building exterior to a new look

Public infrastructure and remediation sequences should be addressed early

Vertical development performed by different groups requires coordination

Private development with low cost public/private financing creates economic development

Low cost basis important to revitalization of existing buildings to new use

Design needs to be compatible with adjacent uses

New uses require building MEP systems to be upgraded

Attention to historic details to existing structures for preservation and renovation are important to new uses



Experience Not Pictured:

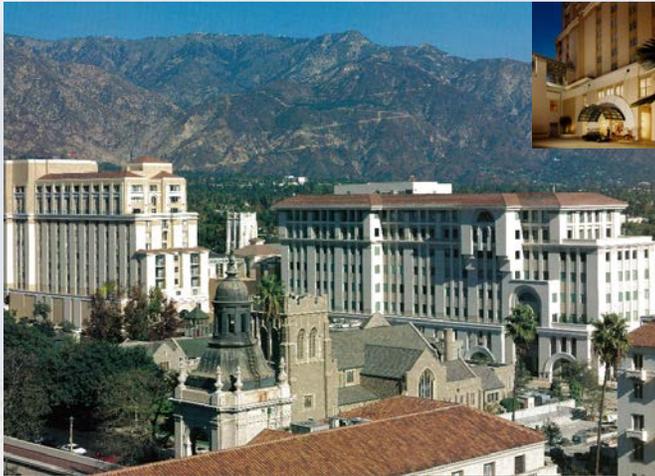
Bo Didley Plaza Renovations
Catalyst Building
CSX Operations Center
Royal Palms
Jackson Square
GRU Spring Hill Center
UF Parking Garage
IFAS | UAA
Celebration Pointe
McGriff offices

Experience Local Boards:

City Plan Board
Development Review Board
Historical Preservation Board
Task Force | Pleasant St/College Park

Relevant Experience

Plaza Las Fuentes
Mixed Use Urban Infill



Cedars-Sinai Medical Center
Building & Campus Adaptive Reuse



Campus El Segundo
Urban Infill Development



Master development to revitalize downtown area to stimulate economic development in an area of blight. Created underground public parking facility through air space lease for development of construction for office and hotel. Revenues for air space lease, parking leases from development and public parking revenues repaid public bonds for parking. 150,000 sq. ft. office leased to major tenant and 350 key hotel developed for international branded flag. An urban plaza area connected the buildings with the civic adjacent buildings. Project stimulated adjacent economic redevelopment of area for other transitional catalyst projects. Changed previously under-utilized warehouse district adjacent to historic city properties into compatible architectural style created pedestrian activity, needed parking for civic functions and brought in hospitality/offices uses.

Private development with public financing and purposes to create economic development are key element of the project. [CA] \$150,000,000

Master Plan to increase the medical facility and develop portions of the campus with new uses. Redevelopment of 100,000 sq. ft. of empty industrial warehouse into treatment and research use. Relocated administrative uses (finance/treasury/facilities) offsite in nearby non-owned buildings. Displaced parking through out campus to create walkable area. Created ground level drop off feature to provide front door to building. Provided pedestrian walkways and landscaping to connect with existing buildings to develop campus way finding. Project was completed in a short time frame to coordinate with other critical path master plan projects. Significant project pre-planning for infrastructure and end use allowed for reduced costs and quick completion. Financing was private funds and bonded public improvements.

Key elements: Innovative adaptable reuse of former packaging facility in urban area. Creative use of materials to create a contemporary existing warehouse façade with new entry feature. Timeframe required infrastructure coordination. [CA] \$15,000,000

Urban in-fill site development of former warehouse property to create pad sales for corporate and small office users with hotel, public fire station and athletic fields. Project included methane remediation, contaminated soils and public infrastructure coordination with city. Project delivered public improvements prior to vertical development. Small office uses included local serving retail spaces for surrounding area commercial buildings. Project stimulated redevelopment of adjacent empty single user corporate buildings into technology accelerators and company headquarters.

Key elements: Public infrastructure provided prior to development. Remediation activities to clean up site. Project created aligned street and drive aisle infrastructure within site for access to public ROW. Vertical development was performed by different groups. [CA] \$30,000,000

Relevant Experience

O2B Kids Warehouse Retrofit



Redeveloped a defunct 28,000 square foot Bed Bath & Beyond location in the Oviedo Mall, for its repeat customer, O2B Kids. This project presented a unique challenge as this was a space in a failing shopping mall that was outdated and underperforming. Since completion of this redevelopment project, including aesthetic improvements and upgrades to the façade, the entire mall has experienced a substantial lift in activity and neighborhood appeal. Took space that had been a single open floor plan “big box” retail space, and created an intricate, aesthetically-pleasing and interesting facility with a vibrant interior with many different activity and use areas, including outdoor recreation areas with impressive and very useful flow-through to the interior.

Key elements: Creative reuse, change in outdated big box retail revitalized center. [FL | Ocala]

Imaging 3 Warehouse Retrofit



Retrofit of industrial warehouse into research and light manufacturing facility for imaging equipment business. Empty building was damaged by fire when acquired. SBA for small business, private funding and debt for economic development created low cost financing for complete renovation for new use. End user previously was in several small warehouse spaces when operations expanded rapidly to necessitate consolidation of multiple leased facilities into a single building.

Key elements: Private development with low cost public/private financing to create economic development of blighted warehouse area. Low cost basis revitalized single building to new use. Design was kept to be compatible with adjacent warehouses. [CA] \$6,000,000

Relevant Experience

City National Plaza Urban Infill



Managed building retrofit of twin 500,000 sq. ft. towers. Created new retail underground, added additional parking level beneath building by converting use, retrofitted base building systems and renovated core areas to multi-tenant use.

Key elements: Public space was important to creating active uses. Design was creative to animate spaces. Building infrastructure upgrades was important for new uses. [CA] \$125,000,000

Brookhollow Building Retrofit



Managed repositioning of property acquired by real estate company. Redeveloped 150,000 retrofit of office building from single user to multi-tenant. Renovated building systems, building envelope and ground level entrances along with upgrade to associated parking structure.

Key elements: Exterior façade design needed to be compatible to surrounding area to not over improve project. Building infrastructure upgrades was important for new uses. [TX] \$20,000,000

Relevant Experience

LUX 13
Mixed Use Urban Infill



The second phase of a housing project on an abandoned car lot fronting 13th street. Lux13 redeveloped the area to bring in 40 units to provide residential housing nearby the university which includes Lucky's Market and other new retail.

The marketing was instrumental in bringing residents to this revitalized and growing area. [FL | Gainesville]

iQ
Mixed Use Urban Infill



A redevelopment of an old existing apartment complex located in the immediate vicinity of a major hospital and university. IQ was created to fill the need for new residential housing in an area of blight. The project has updated the appearance of the area and led to more commercial growth in its surroundings.

Key element: Expect complexities when redeveloping properties and how to become flexible in planning. [FL]

Arlington Square | Wisteria Downs
Urban Infill



Located immediately North of the Power District. these properties include one and two bedroom units appealing to a wide range of residents, mostly young professionals living and working in Gainesville.

Operations provide a unique expertise in Gainesville and the Downtown area for urban housing. [FL | Gainesville]

Relevant Experience

Bold Bean Coffee
Building Adaptive Retrofit



A 2,000 sf retrofit of a historic building in an urban walkable area for coffee roaster shop. Used industrial materials influenced by local neighborhood and building style.

Reused materials reflective of industrial character of existing building and neighborhood. [FL | Jacksonville] \$400,000

Joseph's Pizza
Building Adaptive Retrofit



A 2,400 sf retrofit of a local business damaged by fire in an urban walkable area for pizza shop. Complete building renovation using new materials to create a new look for long standing community restaurant to create a new improved business.

New look for existing business reflective of creative style for restaurant. [FL | Jacksonville] \$360,000

Maharam
Building Adaptive Retrofit



A US GBC Certified Interior renovation of a historic building.

Sustainable features added to historic building renovations. [GA | Atlanta] \$850,000

Relevant Experience

Mason-Scharfenstein Museum of Art
Building Adaptive Retrofit



A 6,400 sf retrofit of a 1916 historic building for an art museum. Interior of the building was completely renovated. A new 2 story interior steel structure was built independent of the exterior brick walls. The exterior was installed with all new wood storefront. All new MEP systems were installed to properly address the new use while appropriately considering the building character.

Key elements: Creative reuse, façade renovations, new building structure and building systems addressed new uses. [GA | Demorest] \$1,500,000

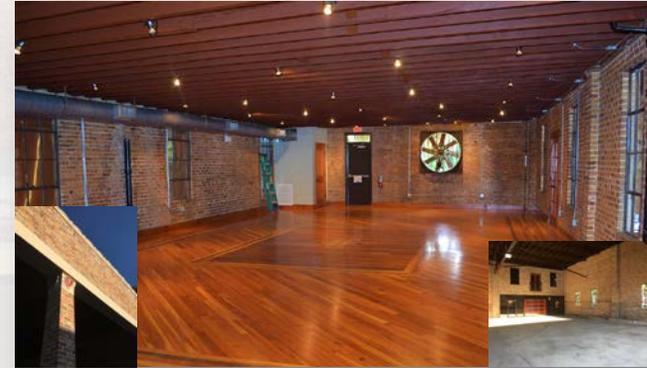
Matheson Museum Library & Archives
Building Adaptive Retrofit



A 3,200 sf retrofit of an iconic 1933 designated historic building for a local historical museum. Interior and exterior of the building was completely renovated. Attention to detail to maintain the historical designation while preparing the building for the new use was a requirement. Special building systems for new use were installed to prepare space for archival documents. Previous uses for building were a church and long standing local restaurant .

Key elements: Historical designation issues for restoration of building for new adaptive use. [FL | Gainesville] \$450,000

Firestone Building
Building Adaptive Retrofit



A 8,500 sf retrofit of an iconic 1927 historic building for a local community space. Interior of the building was completely renovated. Attention to detail to maintain the historical features while preparing the building for the new use was a requirement. The building earned an award for Adaptive Reuse by Florida Trust for Historic Preservation after the renovation was completed.

Key elements: Historical designation issues for restoration of building for new adaptive use. [FL | Gainesville] \$785,000

Relevant Experience

Manifest Distilling
Building Adaptive Retrofit



An 8,000 sf retrofit of a industrial/warehouse building to reuse for distilling, tasting areas and office uses. The facility includes areas for distilling, testing, bottling, labeling and shipping. Purpose was to be a destination use for customers and distillation of spirits for the new brand.

Key elements: Creative reuse, façade renovations, and building systems addressed new uses. [FL | Jacksonville] \$1,400,000

Shadow Health
Building Adaptive Retrofit



An 3,200 sf retrofit of a historic 1906 building to reuse for technology office use in downtown walkable area. Repurposed interior to create new use from previous hardware store and retail uses.

Key elements: Creative reuse, new building systems addressed new uses. [FL | Gainesville] \$220,000

Mojo BBQ
Building Adaptive Retrofit



An 5,200 sf of a downtown historical building that served years in the early 1900's as a portion of the city's local fire department to reuse for new restaurant. Previous space had been used multiple times for restaurant space. New use maintained character of historical features while updating the interior space for new restaurant concept use.

Key elements: Creative reuse, renovations restored characteristics of previous building history and new building systems addressed new uses. [FL | Gainesville] \$750,000

Relevant Experience

PERKINS+WILL

PACES PROPERTIES ATLANTA DAIRIES



LOCATION Atlanta, Georgia
COMPLETION DATE 2017
CONSTRUCTION COST 180
SIZE 100,000 square feet / 10 acres

AWARDS

2016, AIA Georgia American Institute of Architects, Georgia Association, Design Award of Merit, Unbuilt Project

For 60 years, the old Atlanta Dairies cooperative, with its familiar milk carton sign and Streamline Moderne façade, was a hub of commercial activity near downtown Atlanta

The client's vision for the 10-acre property is to create a new cultural and entertainment destination to the area, while preserving the best qualities of site's industrial character. Original elements such as catwalks, loading docks, concrete structures, and the iconic milk carton sign will be carefully restored and integrated into the new development

The program includes a mix of specialty shopping, dining, entertainment venues, and creative office space, all connected by greenspace and anchored by 300 units of multifamily apartments.

The design strategy feeds off the existing network of steel catwalks that bisect the site and that were originally used in the milk pasteurization process. These catwalks, along with a new catwalk spine, become the organizing elements for the site, linking the development together and becoming your guide into and through the site. This spine becomes the axis from which all program elements branch off.

The site is layered in many ways; historically, topographically and programmatically, with new, existing and adaptive reuse structures. These layers are all connected with these organizing elements

The design of the two entirely new structures on the site, the new 4-story office building and the 1,800-seat

perkinswill.com

PERKINS+WILL

ATLANTA DAIRIES /



music venue, uses a contemporary façade language that together with the second story addition on the adaptive reuse building, complements the historic Streamline Moderne building. These buildings surround a smaller family courtyard as well as a main plaza that takes advantage of a natural slope to create an amphitheater and a series of terraces that become event spaces for the development.

An adaptive-reuse project for lovers of Atlanta's vibrant manufacturing and culinary communities to explore seven days (and nights) a week; and a destination for seekers of live music and late night revelry.

perkinswill.com

Relevant Experience

PERKINS+WILL

TUSCAN DEVELOPMENT THE WATERMARK



LOCATION Charlotte, North Carolina
COMPLETION DATE July 2006
CONSTRUCTION COST \$3.8 Million
SIZE 30,000 square feet

CLIENT

Ray S. Farris
Tuscan Development
1355 Greenwood Drive, Suite 400
Charlotte, NC 28204
1.704.343.0110
tarris@tuscandev.com

A speculative office building maximizing the views towards a new greenway park and river coursing through urban Charlotte.

The Watermark is an owner-occupied, speculative office building, the developer of which is unique in Charlotte, and who provided Perkins+Will the opportunity to celebrate modern architecture. Due to the small urban site, the building is set over the parking and the slope of the site allowed for the main entrance to be on grade. Three sides of the building are clad in floor to ceiling glass to allow maximum daylight and

unobstructed views from the interior towards a new urban greenway and downtown Charlotte.

Small openings and stucco panels of varying shades are used on the west side to protect from the evening sun and to create a scale more appropriate to the residential and small business neighborhood. The south and east facing glass is protected using inexpensive aluminum bar grating sunshades. The interior is designed to allow the structure to be exposed, and was painted to avoid the need for drop ceilings in the tenant areas.

perkinswill.com

PERKINS+WILL

URBAN RENAISSANCE GROUP/TOUCHSTONE NORTHEdge



LOCATION Seattle, Washington
COMPLETION DATE Est. 2016
SIZE 210,000 square feet
LEED® Targeting Gold

A challenging site with a 60-foot terrace led to this unique Class A office building located across from Seattle's renowned Gas Works Park. Designers strategically stacked the four floors along the grade to take advantage of as many unobstructed views as possible. The building caters to the general public with a transparent "view way" at the center of the building allowing pedestrians on the sidewalk to see through the building to Lake Union and the downtown skyline. In addition, a rooftop park is accessible to the public as well as the tenants.

The unique design includes a 38-foot terraced outdoor court with amazing views of the park and downtown Seattle. Rustic and modern materials

harmonize with the 1900s machinery featured in Gas Works Park to create an office building that complements the community.

perkinswill.com

PERKINS+WILL

SIGNET ENTERPRISES INFINITY HALL



LOCATION Gainesville, Florida
COMPLETION DATE Fall 2015
SIZE 90,000 SF
308 Beds, 5 Levels
COST \$24,000,000

AWARDS

2016, City of Gainesville, City Beautification Award, Institutional Facility

Infinity Hall embodies the promise of Innovation Square by providing lively spaces to live, work, play and collaborate.

Signet Development is redefining what it means to provide student housing in an atmosphere that cultivates innovation with the development of Infinity Hall, a 308-bed living learning center adjacent to the University of Florida's campus.

The first of its kind, Infinity Hall is located in The University of Florida's Innovation Square, an urban research district that unites business, science and academia with residential life in an effort to cultivate innovation, and strengthen the economic

and cultural viability of the community. The 90,000 square foot 308-bed living learning center will house students beginning in the Fall semester of 2015.

In addition to residential space, Infinity Hall will have collaboration space and teaching areas that promote idea generation and creativity for students of all disciplines. Infinity Hall is designed for forward thinking students, and with its close proximity to campus amenities and academic resources, it is sure to be a home where many new ideas are born.

Through a services and affiliation agreement with the University of Florida, Signet Development will develop, finance, own and manage Infinity Hall, representing the first privatized development within Innovation Square.

perkinswill.com



DEVELOPMENT CONCEPT

TAB #4

Conceptual Approach

Our approach is centered around several questions. When visualizing an area of the size and character of the Power District and in relationship to the City's 2013 Redevelopment plan a key question is about **organic evolution**. The City has already seen the area move from an area of transportation, where agricultural products were delivered to be transported to a new park bringing people together in recreation and enjoyment.

Are we planning for today or tomorrow?

Gainesville is seeking a new **identity** to evolve beyond its agricultural heritage and being a collegiate town. Previously, the community's purpose was traditional to a civic function where transportation routes centered the common economic enterprises and defined its street patterns.

Presently, there is a shift in inertia to become an exporter of ideas and become known as a community that is not university centric. But rather, a community that values a celebration of empowerment of its citizens who seek to create a larger connection with the outside beyond university alumni.

And, want to be recognized for its successful development of an economic and social eco-system that is **far reaching over generations and distance**.

What is authentic to Gainesville?

A second question to approach the conceptualization is centered around **purpose, people and program**. Historic cities of Europe and the rest of the world have purposefully made people and purpose priorities to define program.

As with indigenous peoples, their purpose was survival for their group. Gainesville, through the priority of the 2013 Redevelopment Plan is defining people and community as program. Previously, the City was characterized by commercial enterprise for economic survival. When the land grant of the university was located, Gainesville sought a future for a new economic growth.

Creativity is merely a **connection**. However, a connection to what needs clarification. Gainesville and its people are naturally bound by the landscape surrounding them. It is also a community connected by a group identity that shares experiences of creativity, discovery invention, production and learning. This DNA of generations and life long dedication of people to interact, share, gather and exchange creates a connection to a sense of place that transcends economy and **community**.

The community has an identity not too different from larger cities. People for generations relocated to the area to homestead farms in the past. But for more than 100 years the university has attracted life long dedication to discovery of ideas and education of the next generation. Gainesville is rooted in the flow of the aquifer beneath them and the fertile land upon which it sits. The people of the community have a purpose and passion to provide for the future of discovery and exchange of ideas.

Conceptual Approach

How will the this next vision for adaptation of the area evolve, and readapt successfully in the future to maintain consistent use?

A third question of approach is centered around *evolution* of place. In Washington DC, the l'Enfant plan continues to be a driver of place. Forming *access* for people and program, its purpose is **flexibility and adaptable**. Gainesville, Downtown, Depot Park and the Power District all have a present purpose. However, can a flexible vision allow for greater citizen centric empowerment of all people in a community to thrive, university centric and non-university related. Creativity for all people to express their passion for ideas, associations and self determination is elemental to **adaptation**.

This adaptation of the Power District should allow for progressive *flexibility* to cross cultures. It should create a safe place for moderate means to share opportunity with greater. The vision should celebrate and recognize *empowerment* of all to discover their own future as well as realize it. Entrepreneurial spirit is a commonly used terminology but a community's DNA is derived from its people.

Creating a people centric place that represents the *community values* and provides *safety* to all its people to feel empowered its their place is key to longevity.

Adaptation in most cities typically is when a group moves in and another moves out. And, when a use becomes devalued and another productive use for the present is perceived more valuable. Fostering a sense of community of more that only a singular use represents opportunity for continual organic adaptation of the host area.

What is the connection and how far can this reach?

The final question of our approach was to determine more clearly connection. The 2013 Redevelopment vision is for a connection of current land areas. Downtown, Depot Park and Power District, the 3 D's. Another was to make a **connection with local uses**.

And, others were to connect to the local natural landscape, neighborhoods, current use characteristics and city pathways. This vision focused on connection to a site specific quilt being stitched together by an **adaptive reuse** for excess land.

Recognizing part of the process is micro-focused a larger role is understanding the impact beyond a boundary. The university influence is local, state and worldwide. Gainesville is known as the home of a major research university. This area should have an **impact beyond property with its vision**.

Recognition of a continual place of community activity for a common purpose is a goal which can be achieved today and tomorrow. The impact of the vision should effect all sides of Gainesville. Like the Cade, Depot Park or the university each have a mission to have a greater effect than its own footprint through the activities and connection to the community and beyond. *World-wide* is a realistic objective.



Conceptual Narrative

A common real estate adage is “location, location, location”. The Power District Redevelopment vision is “**local, local, local**”. Development of a progressive concept for re-thinking tomorrow’s potential, created by local groups, planned for Gainesville and set forth as a place to serve Gainesville. It is this **Gainesville and citizen centric focus** that underlies the Power District. This community is unique. While it is easy to think that what has been created elsewhere will work everywhere, Gainesville’s DNA is more organic.

Repurposing has its place in authentic but progressive Gainesville, from the renovated Hippodrome Theater, to Union Station, Bo Diddley and Depot Park. A community of education at Santa Fe and Florida create a culture of creativity which gave rebirth to the Cade for a celebration of discovery, invention and innovation.

It is with this in mind that this concept seeks a **critical mass** in the area which will have far reaching effect. Progressive by choice, organic in nature, **evolutionary** by thought, and **regenerative** in model which is adaptive, sustainable and evergreen over time. A think outside the boundaries for tomorrow strategy.

Purposeful reuse of what’s there strategy to create an organic **transition** between two focal points and establish a larger sense of place for the center downtown core. While keeping the economic costs in line with current character and adaptive uses to stimulate economic sustainability. Retention of who and what is there already rather than displacement of what creates the characteristics. The City has made the commitment to retain the power generating plant, open Depot Park and reconfigure streets to encourage pedestrian activity. Leveraging on these elements to regenerate a progressive urban function focused on pedestrian activity and urban lifestyle underpins the concept.

However, connection is more than 3 D’s, Depot, Downtown and District, it is the **connectivity of people, place and use** that forms will follow function. Repurposing existing buildings retains character but the adaptive use brings forward progress for the area. Creating a sense of transition to tomorrow still challenges us to think of our surroundings today.

Developing a vertical housing format adjacent to single family historic homes poses a juxtaposition of design. Using small utilitarian buildings as maker or creative, artistic space for a low cost retains local uses and provides growth for future uses from emerging entrepreneurial enterprises.

Bringing life to an old warehouse to serve as a **gathering point** for local food and product distribution for the neighborhood and community is sustaining. Providing space for **celebration** of eclectic cuisine from different cultures or local entertainment and sharing knowledge for nutritious food preparation creates **safe space** for identifying a sense of place for all.

Holding community events in an open air space where art, craft, culture or hands on training can coexist. Whether an annual home to a current event or new display of localism. Interaction can be expressed through the connection of people in a place.

Changing uses for buildings to stimulate centuries of brewing tradition or finding **economically viable adaptations** for an innovative campus of invention for tomorrow’s products brings alternative activity.

Using **pedestrian pathways** rather than modify the street pattern challenges resident, business and visitor to think about different modes of transportation in the future. Accessible by walking, biking, bus or vehicle the area adapts to an **8+8+8=24** forward thinking model for urban life, **working, resting and recreating**.

Building on **local initiatives** to stimulate **public art** into the area with **352** walls creating urban art forms establishes a community goal to adapt the area to larger art and cultural activities and recognition. The concept will **celebrate public art locally and internationally**.

Conceptual Narrative

Through sculptures, urban art and urban forms accentuating the area will find progression to an added value new community compatible characteristic.

The Cade offers **connection to our minds, body and associations**. Bringing new museum spaces and artistic display galleries for **expression of past and forward thought of the possibilities** of the future that you can touch and experience brings together people's common elements of human life.

Basic needs of food, shelter, sunlight and water must be met but there is still a need for stimulation of thought and **appreciation of the natural surroundings**.

Gainesville' CRA has established a daylighting project as part of the 2013 Redevelopment plan. Building on this with advance storm and water quality techniques brings a **new public connection** with the unique natural feature known widely as part of the area of fresh water springs, creeks and rivers surrounding Gainesville.

This project brings the **preservation of the McRorie community garden** in a new perspective with urban farming technologies advancing rapidly, food production can be a part of the urban form. And, community gardens take on a new importance of the future as food sources face **food deserts** from suburban sprawl.

Local organic farms are in need of new modes of year round growing locally to **place fresh product in core areas of population economically**. Urban farming and expanded community gardening incorporated as part of the CRA project enhances the future potential of food and nutrition.

Health and fitness progressive thinkers are bringing **exercise and well being to be more than an exercise machine** through different recreation, such as vertical climbing.

Making a **connection to local initiatives** of Career Source to **leverage empowerment** for those without higher education to create their own path for more than a job will have long reaching impact. By creating potential for future job **creation of new enterprises** incorporating progressive programs, like Opportunity Quest as a part of the District will create a new pathway for all access.

Linked with Santa Fe CEID, Florida Innovation Hub and GTEC other programs will **stimulate different elements of the knowledge incubation eco-system**.

Providing residents with **urban places to live that are affordable** is at the forefront of progressive communities. Employing long range strategic planning for **livable sustainable community** that can adapt to change is critical to the area.

However, it certainly will not create a one size fits all or house the entire community's need. Rather introduction of **vertical housing in a walkable form**, appeals to all stages on the age spectrum. There is also tremendous potential for **cross cultural exchange and coexistence**.

A discussion of housing or use cannot be complete for today's condition with transportation, parking and modes of travel.

Reducing today's community and individuals reliance on vehicular transportation is important for future forward thinking. Current thinking drives projects to consider **vehicular parking as a use**. Progressive concepts provide for **alternative methods of transportation options** to creatively manage community expectations. The proximity to **Rosa Parks transit transfer point and Hawthorne multi-modal trail** along with pedestrian pathways provides alternatives for residents and users to incorporate into their lifestyles.

Conceptual Narrative

The Power District is more than just an **under-utilized area in search of a new use**. Bringing about **change takes people, and program to create a place**. Building and Neighborhood characteristics don't provide reason for **sustainable regenerative community**. Investment in public features, change of city codes and streets doesn't go far enough to bring about significant **adaptive redevelopment**.

Use of space, diversity of activities create forms to follow function. **Thinking outside the immediate boundary to the wider community** leads to organic progressive evolution.

This approach has been founded on employing a more **holistic community redevelopment perspective for the future**. Presentation of what has been done in other areas to create a place within a community rather than provide a **community with an identity** and fuel for the next generation would be limiting.

The perspective to create a **people centric area** which **connects Gainesville** to the rest of the world, and allows for an evolutionary basis for future versions. Instead of "paving paradise to put up a parking lot", this approach has incorporated the notion that the area is part of the future for Gainesville as whole.

People, large parks, museum, art, open space, residential neighborhoods, downtown, city government, parking garages, hospitality, public spaces, mass transit, alternative transportation modes, pedestrian pathways all are present today. This concept **brings together purpose, people and diverse program for uses and activities to create community identity and avenues to connect to its future**.

An important part of this is the **public private partnership investment** that is critical to long term success. It will be the challenge of community leaders to manage risk and perceptions while listening to the **public commitment to a progressive future citizen centric view**.

citizen centric
organic evolutionary regenerative
adaptive creative progressive transitional
celebratory flexibility connectivity
empowerment safe place open access
community involvement critical mass
place identity
local, local, local
community redevelopment
purpose, people, place and program
working, resting and recreating 8+8+8=24
livable sustainable regenerative community

Conceptual Principles

- Be Gainesville and citizen centric
 - Be a people focused area
 - Promote local recognition world-wide
 - Connect Gainesville to the rest of the world
- Think outside the immediate boundary to the wider community
 - Be an expression of the past and forward thought of the possibilities
 - Be far reaching over generations and distance
- Create a public private partnership investment
 - Become a public commitment to a progressive future
 - Stimulate different elements of the knowledge incubation eco-system
 - Foster new public connections
 - Provide the community with an identity
 - Be a holistic community redevelopment
 - Create a place through people and program
 - Meet basic needs for a livable walkable sustainable community
- Provide economically viable adaptive uses
 - Promote urban places to live that are affordable
 - Leverage empowerment of individuals to succeed
 - Provide a connection to local initiatives
 - Promote cross cultural exchange and coexistence
 - Support creation of new enterprises
 - Retain local uses and businesses
 - Be a safe place for all
 - Become a community gathering point

- Celebrate public art locally and internationally
 - Show an appreciation of the natural surroundings
 - Provide unique natural features
 - Initiate urban farming for future food production sources
 - Place fresh product in core areas of population economically
 - Reducing reliance on vehicular transportation
 - Provide alternative methods of transportation options
 - Promote vehicular parking as a non-use
 - Create vertical housing in a walkable form
 - Encourage juxtaposition of design
 - Preserve and expand community gardening
 - Create pedestrian pathways
 - Promote health and well being
 - Maximize use of public and multi-modal transit
 - Urban areas have conserved land areas for preservation

Conceptual Vision

The Power District project reflects an effort for a community focused development to bring together arts, cultural, food, health, education, creative enterprises and housing together into a sense of place more than physical boundaries of streets and sidewalks.

Opportunities can be possible for the Power District through repurposing existing buildings into innovative spaces for a variety of uses. And, to focus on the economics of creating an environment friendly to local business or residents and seeking them as occupants.



Working with the resources of the community, both public and private, to leverage opportunity for people from all backgrounds to be empowered, live, gather, work and interact is a key element. The Power District can be the hub for many spokes to link surrounding communities, Gainesville and the world in one unique environment that speaks to all as their own safe place.

In the end, the Power District sense of place is for Gainesville to create a vision for its own identity and define its future. A place citizens call its home. And, a community reflective of its unique characteristics.

Future Vision

Community is compelling place



Dependence on car and parking is diminished
Walkable lifestyle is preferred
Depot Park, Downtown, Power District become the inner core of community
Public options for transit are varied



Business incubation, accelerator spaces are robust
Retention of talent, companies is part of the past
Success is celebrated and recognized
Community is known for its culture of creativity
Human and capital reinvestment are common



Urban residences are standard for community
Educational opportunities flourish
Healthy community is a continuing goal
Locally produced and available food is walkable
Parking is displaced throughout area for common purposes



Arts & Culture and creative community is embedded
Public art is celebrated, history is remembered and intellectual creativity is a way of life
Neighborhood boundaries become less important



Community initiatives are synchronized
City is recognized for its citizen centric urban lifestyle
Community services become more diverse
Affordability remains important
Community and higher learning are collaborative partners

Alternative Vision Not Selected

Destination locations and places



Destination places in urban areas based on retail and/or entertainment have a number of examples of failure over time. Church Street Station, The Landings and others in Florida have not been able to sustain the consistency of activity necessary to maintain supporting economics.



Housing economics associated with destination locations focus on different demographics than maintaining local businesses.



Destination drives parking as a significant use due to the primary assumption that vehicular use is the main mode of transportation.



Current trends in the destination based industry are changing the consumer economic models for growth.



Without a diversity of use to create a lifestyle, destination areas experience periods of inactivity which effect the experience of the consumer.

Power District Plan

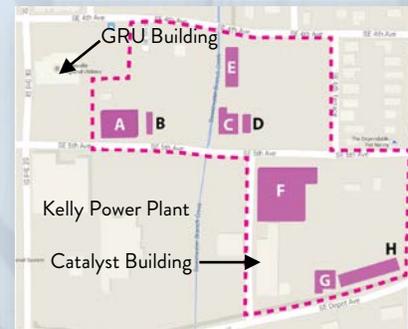
This Plan for the Redevelopment of the Power District follows the City's stated goals for Repurposing existing buildings, keeping the character of the area, providing local business opportunities, daylighting the Sweetwater Branch Creek, preserving the McRorie community gardens, activation of the public realm, creating diverse uses, provided open spaces, beneficial interfacing with adjacent neighborhoods, connecting the area with Downtown/Depot Park, and executing the development organically.

Our plan proposes to develop 200+ housing units, repurpose 74,000 square feet of existing unoccupied buildings, re-tenant 22,000 square feet of renovated space in the Catalyst Building, create an adaptive reuse for 68,000 square feet of occupied space in the GRU Administration Building, construct 73,000 square feet of flexible commercial space, reuse community gardens and expand open space uses, daylight the Sweetwater Branch Creek, reconfigure parking, upgrade or relocate supporting infrastructure, establish alternative energy sources, create new pedestrian pathways, create multiple public art features and establish linear urban walkway link to Sweetwater Branch Creek to Depot Park between SE 5th Ave & SE Depot Avenue.

This Plan divides the Power District into three major areas for development, northern, eastern, and southern respectively. Our plan separated these three areas into eleven different parcels to create a variety of uses which are formed around focusing uses on food, health, arts, culture, education, creative enterprises and urban housing.



Each of these eleven different parcels create discrete development plans which can be phased organically with flexible sequences. Our specific ideas for compatible uses that support the City's goals are defined by building and areas into smaller plans that are contiguous with the whole concept. The eight unoccupied existing buildings in varying conditions are all renovated and adaptively reused for new purposes in this plan. This aligns with the City vision to provide retention of existing spaces, affordable uses for local businesses and keeping with the existing character of the area. Through renovation, rents can be lower to take advantage of reduced cost of rehabilitation compared to construction costs for new buildings.



The eight unoccupied buildings existing on site are:

1. Fleet building and companion storage building (A & B)
2. The three Waste Water Collection buildings (C, D & E)
3. The Warehouse building (F) and associated parking
4. The GRU Carpentry shop building (G)
5. The Water Distribution building (H)

The occupied buildings on site are:

The Catalyst Building partially occupied by Prioria Robotics. The GRU Administration building and associated parking lots along with the City parking lot on 3rd Street.



Power District Plan

PARCEL #1

The City parking lot on 3rd Street would provide three story urban housing with small commercial spaces to serve local businesses.

PARCEL #2

The GRU Administration building and associated parking lots, we have scheduled for redevelopment into art/culture spaces, or technology accelerator spaces for emerging creative enterprises. A three story building on the adjacent parking area at SE 5th Avenue and 3rd Street would house relocation of the GRU Customer Service function on the ground level and upper floors. The open parking for handicap/customer areas along SE 4th Avenue would be converted to a plaza area connecting the area to downtown at SE 3rd Street and SE 4th Avenue. The eastern parking area along SE 4th Avenue and open space would be location for public structured parking to serve the area.

PARCEL 3#

The Fleet building and companion storage building (A & B) are proposed to be a microbrewery and small offices.



PARCEL #4

The three Waste Water Collection buildings (C, D & E) are to be repurposed into an Innovation Campus for technology. Along SE 4th Avenue would be daylighting of the Sweetwater Branch Creek, which would include urban farming using aqua pods, specialty gardens and specialized public art installations. This linear public element connects the upper Sweetwater Branch Creek area that begins at the Matheson. A small temporary public parking lot would be available on the power plant at SE 5th Terrace and SE 5th Avenue.

PARCEL #5

The eastern portion of this block retains the community gardens and provides for expansion of public open space as a buffer to the single family residential in the adjacent SE historic district. The balance of the block between SE 6th Terrace and the Waste Water Collection buildings (C, D, & E) would be new 3 story urban housing with small commercial spaces along SE 5th Avenue.

PARCEL #6

The Warehouse building (F) is scheduled to be repurposed into a Central Market focused on local small restaurant concepts, organically locally grown foods, value added-food products made locally from Community Food Centers, indoor/outdoor event space, and small interior stalls for locally made products, and a demonstration kitchen for food education uses. The single story attached portion of the building will serve as small offices providing community uses, local business and post incubation enterprises. Pop-up commercial buildings would be in front of the Central Market for small growing local businesses.

Power District Plan

PARCEL #7

This large open impervious area serves as a temporary public surface parking for the area. Two flex space buildings are positioned for commercial and residential uses. Food service, creative maker spaces, galleries, museum, offices and residences are planned. Open spaces between buildings creates walkable pedestrian spaces and pathways.



PARCEL #9

The GRU Carpentry shop building (G) will be renovated into a small multi-purpose community gallery space and small studios. And, the Water Distribution building (H) will be purposed for small incubation, post-incubation and creative studios. The area in front of these buildings would be a public place for art installations by local artists.

PARCEL #11

GRU Storage Yard would be used as covered parking for the area and provide a location for a local business to conduct a outdoor game facility.

PARCEL #8

The Catalyst Building is currently half occupied on the ground floor by Prioria Robotics. Our plan calls for a K-12 academy to immediately occupy the 2nd floor after meeting with them during our community outreach efforts. Prioria Robotics would remain on the ground level. A future companion building is planned on a portion of the surface parking lot creating an urban garden between buildings. A wooden walkway from SE 5th Avenue to SE Depot Avenue would create a linear link between Downtown and Depot Park along the eastern edge of the surface parking area.

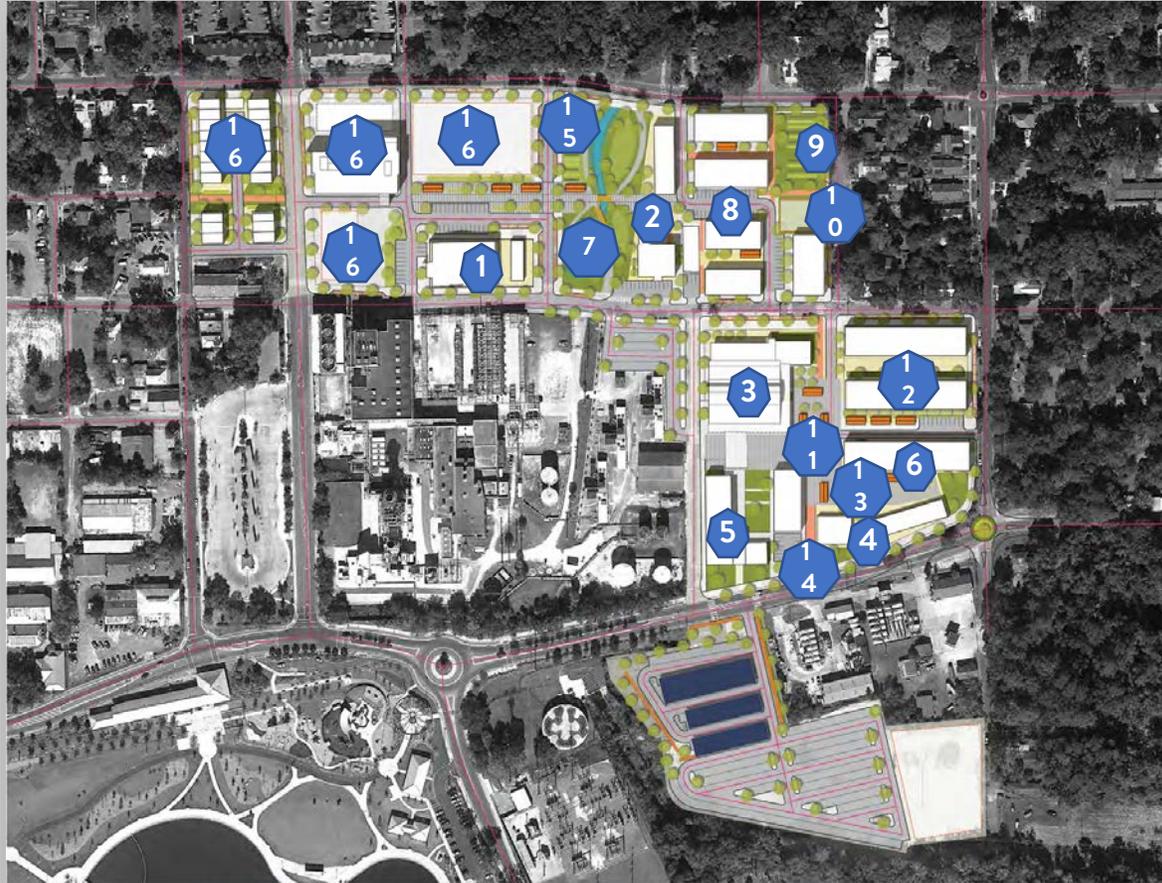
PARCEL #10

GRU property which is wooded and covers former capped wells. Our proposal provides for public parking for the area and installation of a 500KVa alternative energy supply using solar panel arrays to support parking area lights and building uses.

ALL PARCEL S# 1-#11

Power District Plan

- 1 Microbrewery
- 2 Innovation Campus
- 3 Central Market
- 4 Artist/Post Incubation
- 5 K-12 Academy/Prioria
- 6 Climbing/Fitness
- 7 Daylighted Sweetwater Branch Creek
- 8 Urban Housing



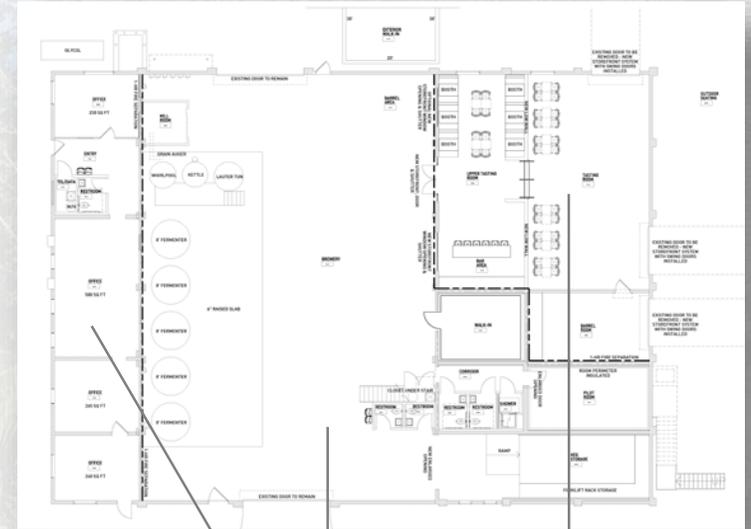
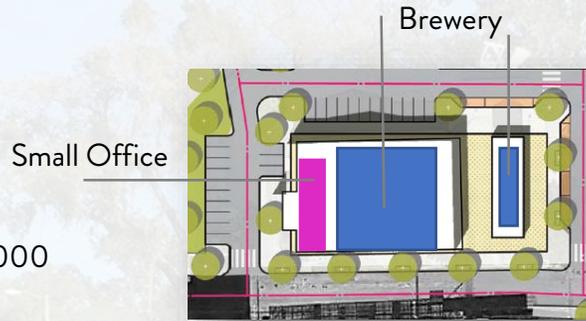
- Community Gardens 9
- Pocket Park 10
- Pop-up Commercial 11
- Flex Space 12
- Creative Public Space 13
- Urban Walkway 5th-Depot 14
- Urban Farm/Gardens 15
- Future Redevelopment at GRU & City Parking Lot 16

Power District Plan

1

Microbrewery

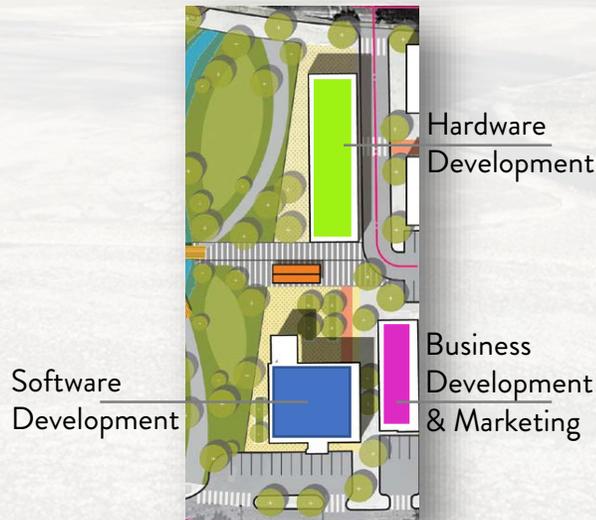
Usable sf:	12,793
Renovation Costs:	\$1,300,000
Rent per sf:	
Office:	\$8.00
Warehouse:	\$10.00
Parking:	54



2

Innovation Campus

Usable sf:	13,933
Renovation Costs:	By End User
Rent per sf:	
Office:	N/A
Warehouse:	N/A
Parking:	36



Power District Plan

3

Central Market

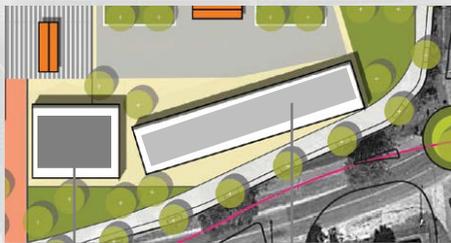
Usable sf:	17,380
Renovation Costs:	\$2,300,000
Rent per sf:	
Office:	\$10.00
Warehouse:	\$15.00
Parking:	72



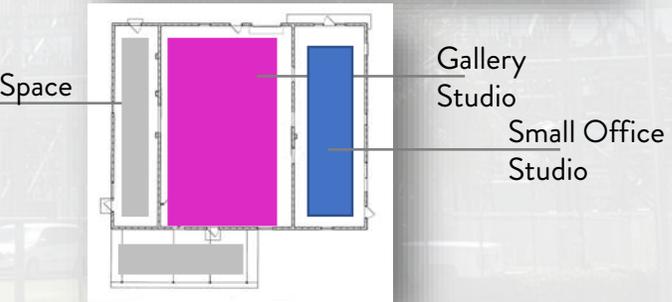
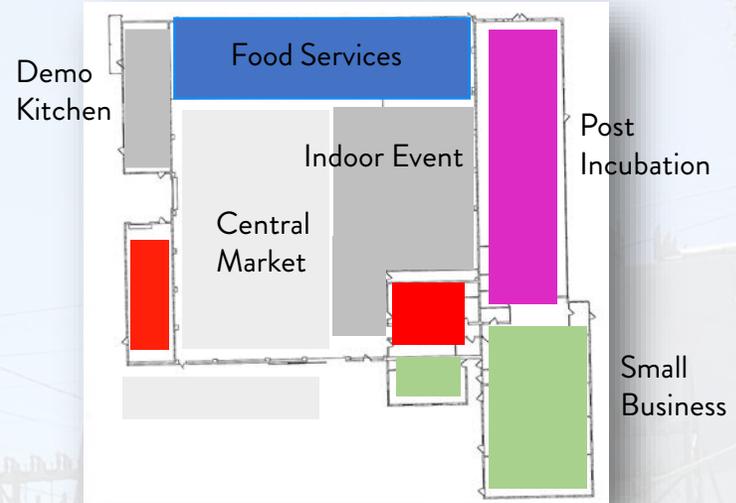
4

Artist/Post Incubation

Usable sf:	3,647
Renovation Costs:	\$186,000
Rent per sf:	
Office:	\$8.00
Warehouse:	\$6.00
Parking:	11
Usable sf:	6,160
Renovation Costs:	\$383,000
Rent per sf:	
Office:	\$6.00
Warehouse:	\$8.00
Parking:	19



Maker Space
Gallery Studio
Small Office
Maker Space Studio
Post Incubation



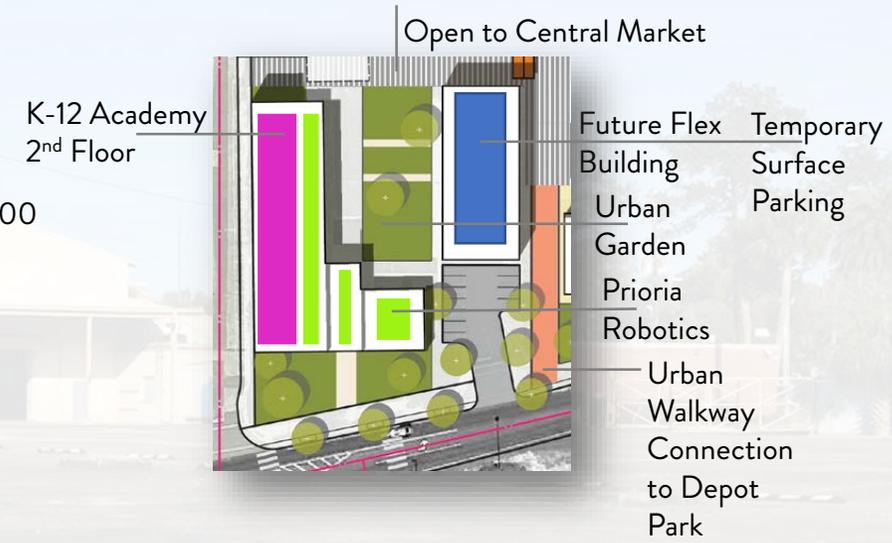
Power District Plan

5

K-12 Academy/Prioria

Usable sf:	20,900	Usable sf:	13,200
Development Costs:	N/A	Development Costs:	\$1,100,000
Rent per sf:		Rent per sf:	
Office:	\$14	Office:	\$11
Warehouse:	N/A	Warehouse:	N/A
Parking:	60	Parking:	39

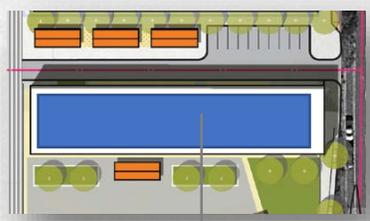
* City/GCRA project – 2nd Floor Tenant
 * Developer project – New Building
 * Developer to assist with new tenant and to acquire building



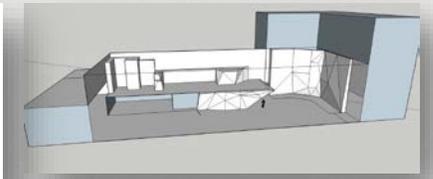
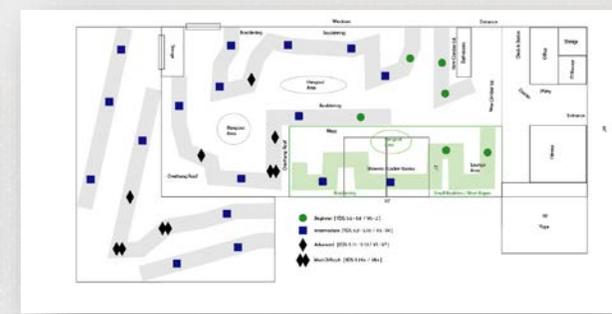
6

Climbing/Fitness

Usable sf:	13,900
Development Costs:	\$1,300,000
Rent per sf:	
Office:	N/A
Warehouse:	\$10.00
Parking:	42



Fitness Indoor Climbing



Power District Plan

7 Daylighted Sweetwater Branch Creek

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Office:	N/A
Warehouse:	N/A
Parking:	50

* City/GCRA project

Storm Water | Flood Plain | Public Space | Public Art



Urban Farming Specialty Gardens
Daylighting Sweetwater Branch Creek

Additional Parking on GRU/Kelly Plant

8 Urban Housing

Usable sf (Commercial):	7,800
Residential Units:	101
Development Costs:	\$12,500,000
Rent per unit:	
1 Bedroom:	\$800-\$1,000
2 Bedroom:	\$1,200-\$1,800
Rent per sf (Commercial):	\$10
Parking:	~150



McRorie Gardens
Expanded Gardens
Public Open Space
3 Story Residential Units (Typical)



Power District Plan

9

Community Gardens

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Office:	N/A
Warehouse:	N/A
Parking:	N/A

* City/GCRA project – Retain/Expand Community Gardens

10

Pocket Park

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Office:	N/A
Warehouse:	N/A
Parking:	N/A

* City/GCRA project – Public Open Space



McRorie Community Gardens

Expanded Community Gardens

Public Open Space

Daylighting
Sweetwater Branch
Creek

Power District Plan

1
1

Pop-up Commercial

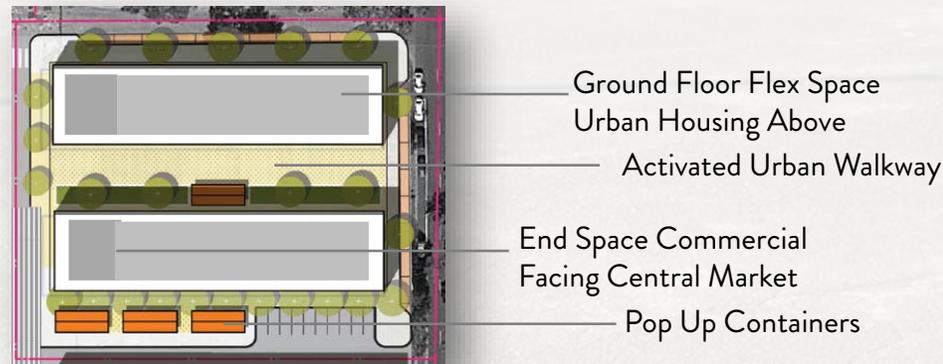
Usable sf:	4,578
Development Costs:	\$644,000
Rent per sf:	
Commercial:	\$12.00
Parking:	23



1
2

Flex Space

Usable sf (Commercial):	33,000
Residential Units:	52
Development Costs:	\$10,500,000
Rent per unit:	
1 Bedroom:	\$800-\$1,000
2 Bedroom:	\$1,200-\$1,800
Rent per sf (Commercial):	\$10
Parking:	~150



Power District Plan

1
3

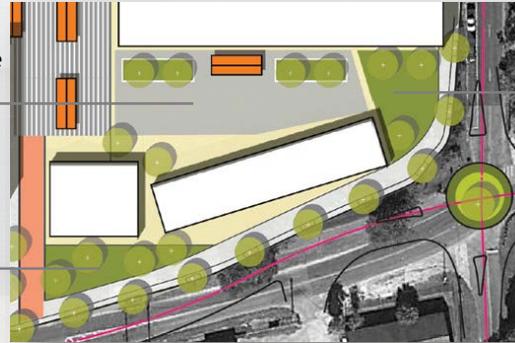
Creative Public Space

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Commercial:	N/A
Parking:	N/A

Public Creative Space for Local Arts & Culture

Public Art Area

Public Art Area
Urban Gardens



1
4

Public Urban Walkway SE 5th Ave – SE Depot Ave

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Commercial:	N/A
Parking:	N/A

Urban Walkway
Connection to
Depot Park

Public Art Area



Power District Plan

1
5

Urban Farm/ Specialty Gardens

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Commercial:	N/A
Parking:	N/A

Urban Farming

Public Art Area



Urban Gardens

Urban Walkway connecting SE Historic District with Downtown

Specialty Gardens

1
6

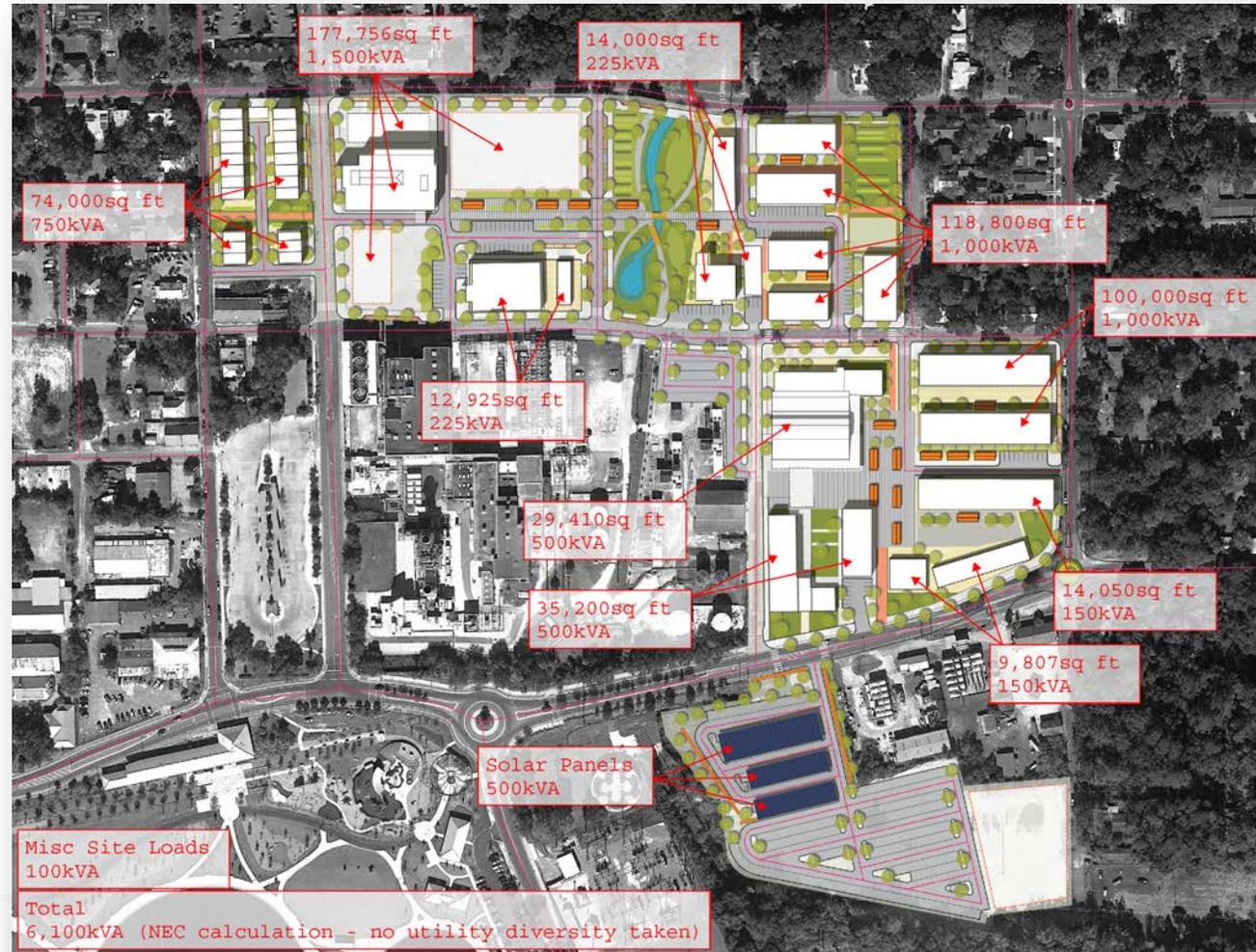
Future Redevelopment at GRU & City Parking Lot

Usable sf:	N/A
Development Costs:	N/A
Rent per sf:	
Commercial:	N/A
Parking:	N/A



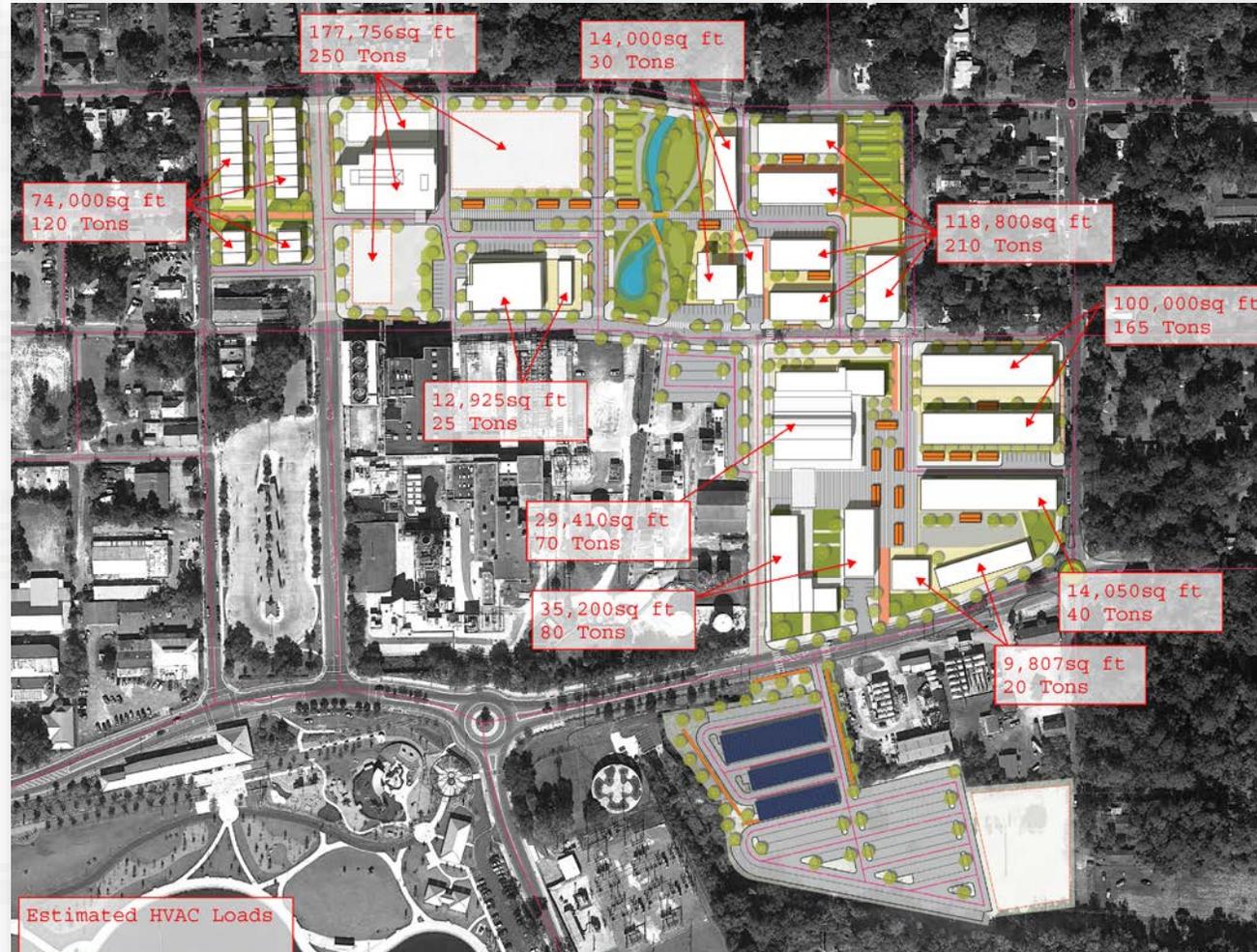
Power District Plan

Utility Requirements Electrical



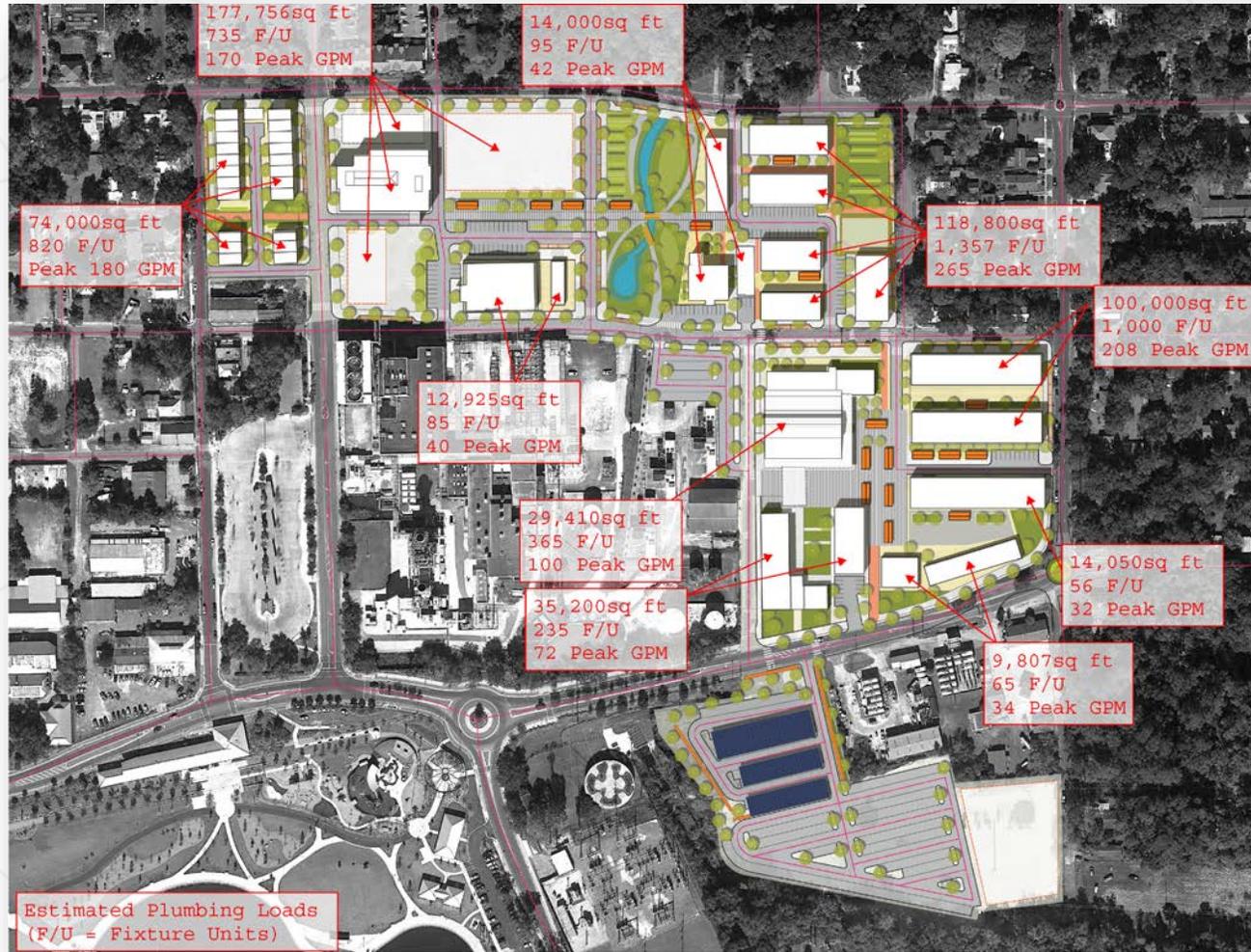
Power District Plan

Utility Requirements Mechanical



Power District Plan

Utility Requirements Plumbing

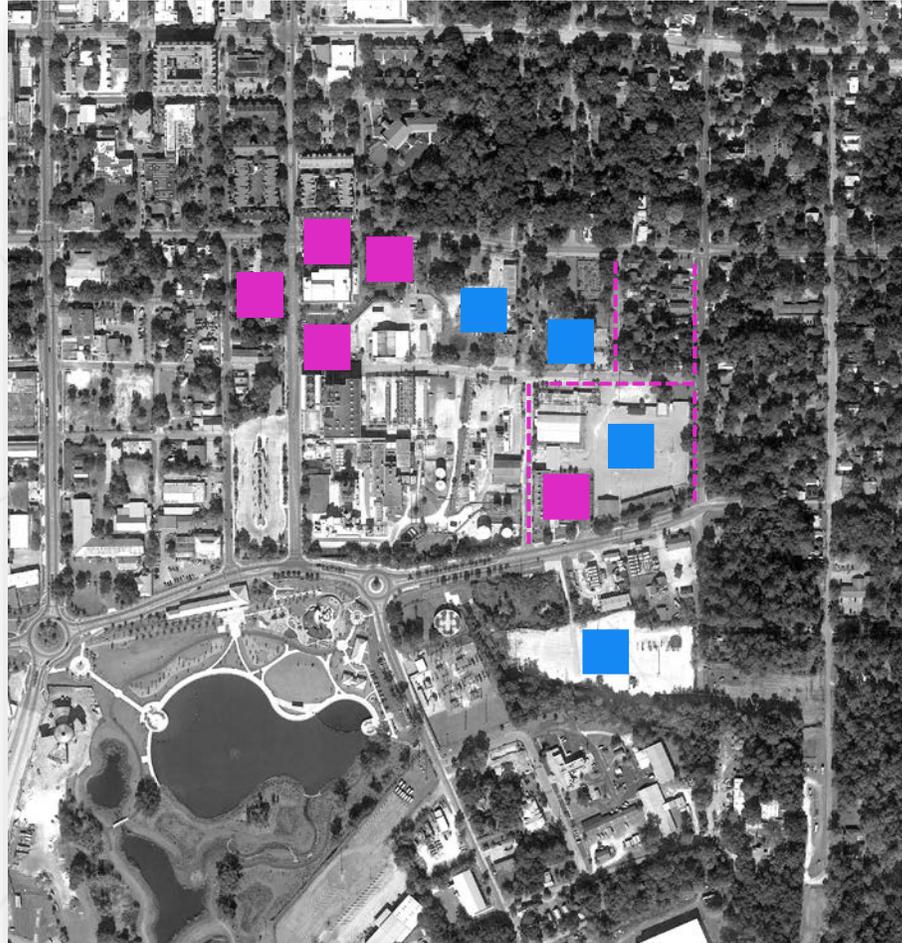


Power District Plan

Parking Existing Surface

The existing parking for the area is found to be under utilized and is significantly empty. There is on street parking used by local residents. Off street parking serves GRU/City needs currently. Most are fenced off from public use except for those lots associated with GRU or the Catalyst Building.

Our Plan is to displace the parking uses into a long term strategy to reduce the need for parking by development of a walkable community and strategically providing parking in the area. This parking is planned to share uses and be open to the public.



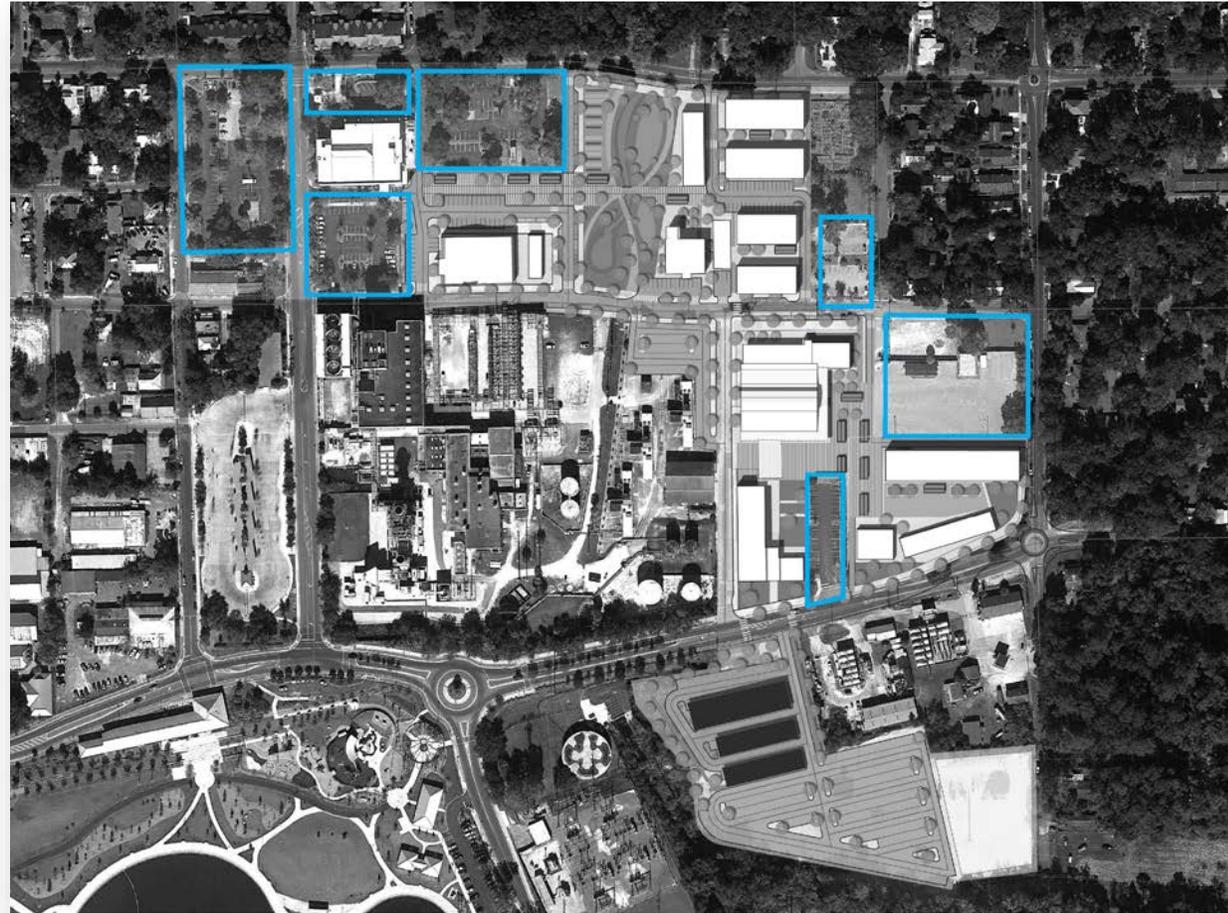
-  Open Surface Parking
-  Closed Surface Parking
-  On Street Parking

Power District Plan

Parking Relocation through Development

As development occurs our Plan is to retain as much existing surface parking to serve the new uses in the area. This parking is planned to share uses and be open to the public.

Cooperative parking alignment with public areas will be necessary to provide adequate parking. As future development of the site are built out over time there will be a need for higher density parking facilities than surface.



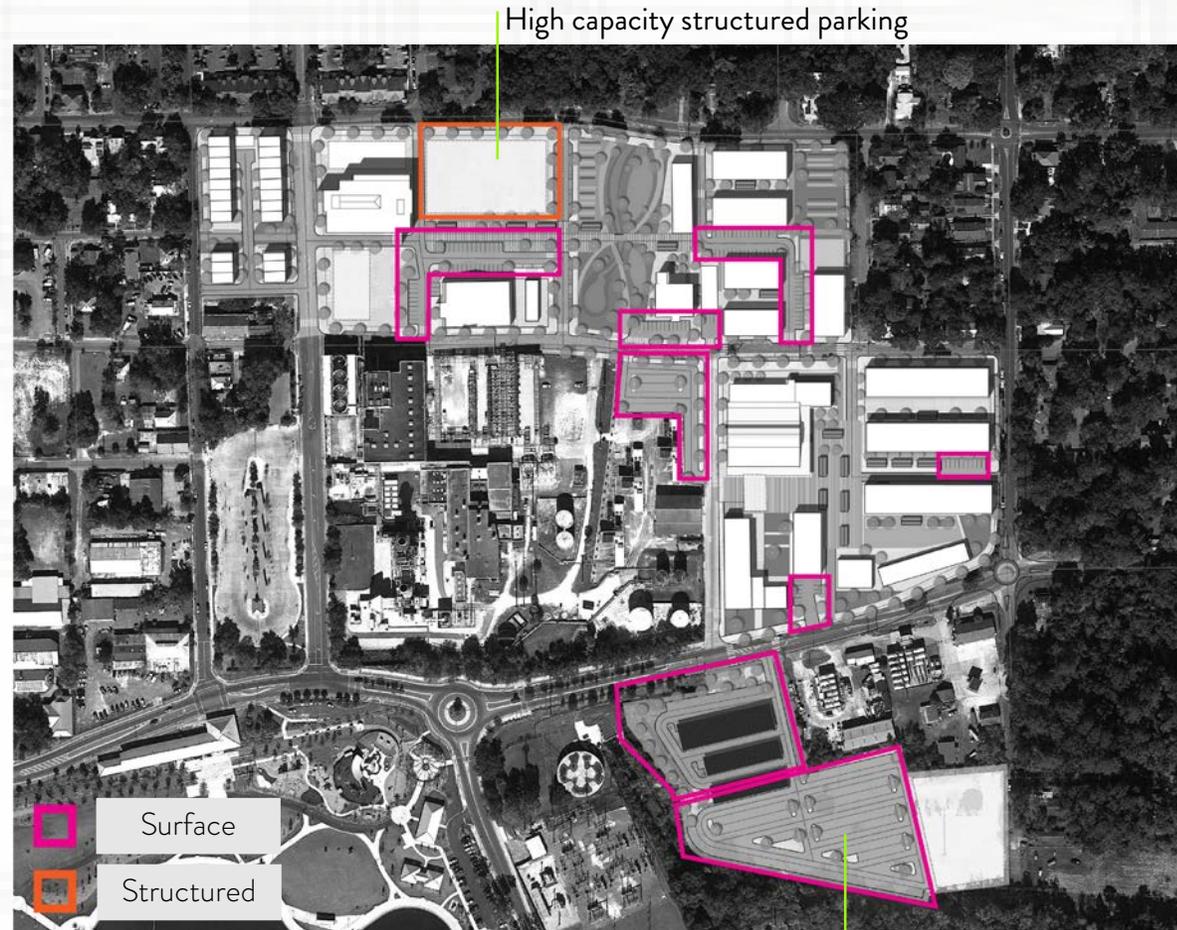
Power District Plan

Parking Long Term

At completion of all areas there will be a possible need for public structured parking, when this area is considered in isolation from other adjacent activities.

Our potential is for almost 700 spaces, however with shared parking estimates are potentially less than 500 spaces.

A structured parking facility located of approximately 225 spaces with surface parking areas serving the remaining needs. On street parking, surface parking and onsite parking for specific areas of the project would displace the need into several large areas on the northern and southern parcels.



Power District Plan

Infrastructure

Environmental

ALL Environmental Indemnification and Remediation of all conditions foreseen and unforeseen. Developer must be able to conventionally finance all land purchase, development and construction.

Water

An existing GRU water main serving the area needs to be upgraded. City is expected to upsize the water main line at SE 7th Street from a 2" PVC water main to 8" or 12" water main.

Electric & GRUcom (Fiber Optic)

It is expected that all services will be available to all uses in the development plan by City.

Sewer

The overall capacity within the GRU system needs to be determine and the expectation is that any individual lines which don't have capacity and/or they are too old to serve new development will be replaced.

Gas

Specific uses within the development plan require service. It is expected the services will be provided to all existing and new buildings. Restaurants, microbrewery, and other uses will require services to conduct operations.

Renewable Energy (Solar)

It is expected that onsite solar energy service will be available to the development plan from the City.

Storm water, flood control, water quality

Section 4.1 of the City of Gainesville Engineering Design & Construction Manual (EDCM), dated 2015, which applies to all the projects within the City limits has threshold limits that are restrictive to the development plan.

The City is expected to provide a complete storm water system, flood control management and water quality infrastructure for the entire Power District within the development plan that meets the City's requirements of 2015 EDCM Section 4.1 and SJRWMD regulations to be able to develop the plan as proposed. The development plan preferred location to make any on-site facilities to be a part of the daylighting of the Sweetwater Branch Creek project to maximize development area. The plan contemplates that the best option is off-site facilities.

Power District Plan

Special Projects

Daylighting Sweetwater Branch Creek

The daylighting of the Sweetwater Branch Creek is a project initiated by the GCRA/City. This area is of critical importance and the expectations are important that this project by the City/GCRA are delivered fully as the initial phase of the development.

This would include all infrastructure relocations, the creek daylighting, storm water, flood control, water quality and other design elements is a public project. The expectation is that the development plan would be incorporated into the design. And, developer would be a part of the project discussions.

Special Plan Elements

The development plan indicates special use areas for public art, community open spaces, expanded community gardens, linear pedestrian connections to Depot Park, internal urban walkways, specialty gardens, outdoor recreation, shipping container uses and urban farming uses. It is anticipated that the City will collaborative work with development plan uses proposed to advance the vision to be executed in the Development Agreement. This would include text change amendments, process rezoning/land use changes, process allowable uses under code, and building frontage requirements pertaining to surface parking. [*]

Parking

The development plan identifies short term and long term uses for existing parking and future parking. The expectation is the City will provide certain parking on parcels not in the ITN for a period of time to allow for organic development. Standards for parking on a temporary basis need to be addressed by the City to allow for these conditional uses so as not to burden the development progress or economics. A future parking structure to be a project by the City to support shared parking for the area is anticipated. Other parking for on street areas are necessary for the development plan to be incorporated into ROW areas.

- [*] 1. On a portion of Parcel Number 16024-000-000, the City shall process an application to change the Future Land Use designation from Public and Institutional Facilities to Industrial and a rezoning from Public Services and Operations to I-1 to allow and outdoor recreation use to be established on the eastern portion of the open area.
2. Process any minor text amendments to the proposed Land Development Code to rectify any unidentified issues related to dimensional standards and permitted uses that create inconsistencies in the proposed development as it relates to these regulations. Add Community Gardens and microbrewery uses to be allowed.
3. The proposed new Land Development Code requires a “minimum of 25 feet of active ground floor commercial, residential or offices uses along Storefront or Principal Streets, and shall provide on all street frontages decorative screening walls, perimeter parking landscaping per Article IX or a combination thereof.” SE 7th Street and a portion of Depot Avenue are Storefront Streets. The building frontage requirement between streets and surface parking is to be waived within Storefront streets in the development plan area.

Power District Plan

Phasing

Phase I

The initial phase is to achieve renovation of all existing buildings. Develop new housing and a new warehouse building. Fill the vacant 2nd floor with a new tenant in the Catalyst building. Retain the Community Gardens and complete the day lighting of the Sweetwater Branch Creek. Reuse existing surface parking. Develop a local outdoor recreation use and solar energy installation along with create pedestrian urban walkways.

Phase II

The next phase would add additional housing and flex spaces. The GRU Administration building, parking and City lot would complete the project.



Power District Plan

Buildings | Character



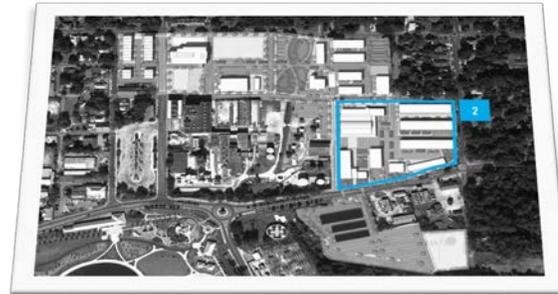
Power District Plan

Areas of Concept



#1 Northern

SE 2nd St
SE 4th Ave
SE 5th Ave
SE 6th Terr



#2 Eastern

SE 5th Terr
SE 5th Ave
SE 7th St
SE Depot Ave



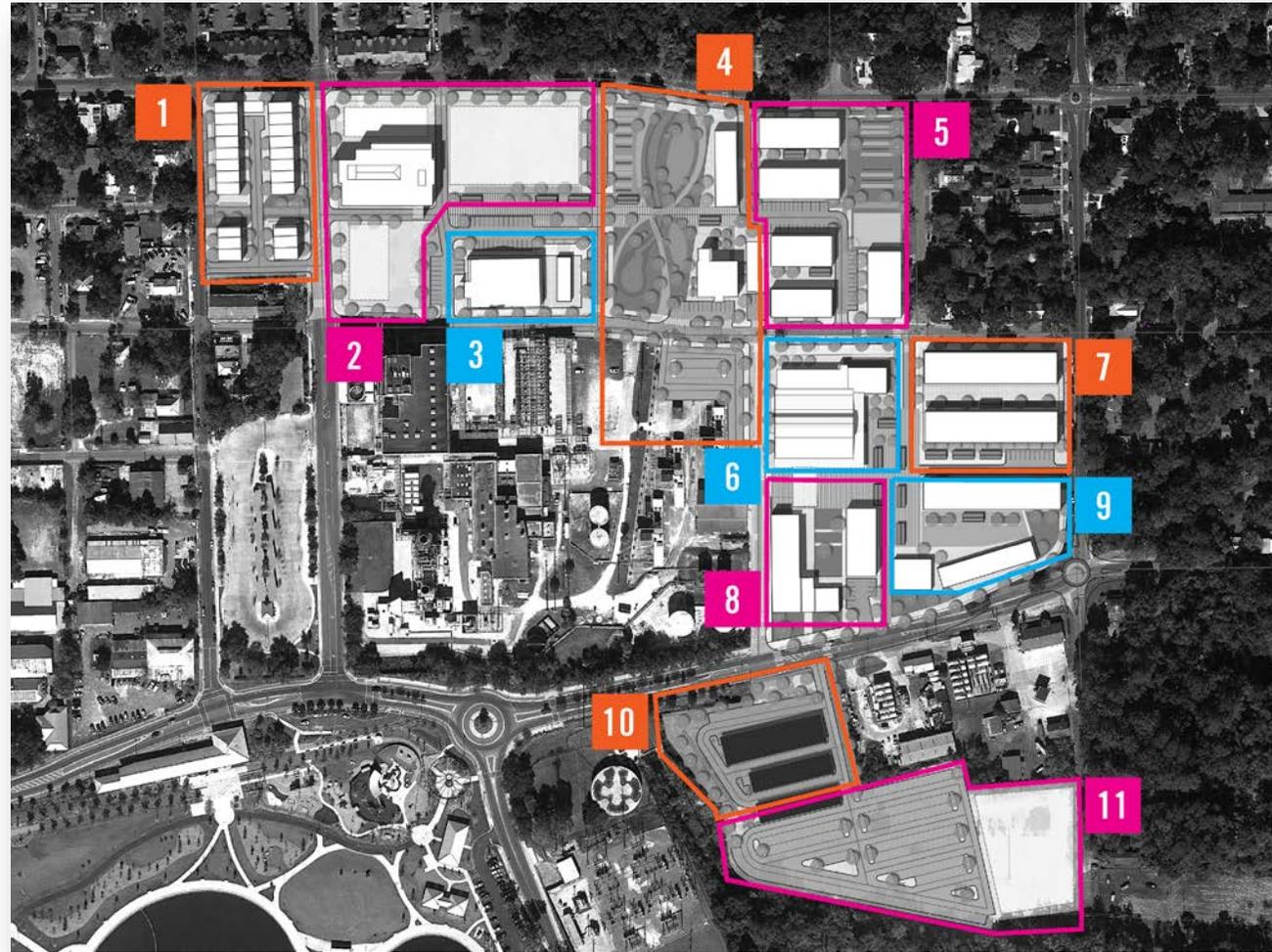
#3 Southern

SE Depot Ave
SE 7th St



Power District Plan

Development Parcels



Power District Plan

Development Parcels

Urban Housing | Residential

Transitional urban housing having a pedestrian pathway to link Downtown with the District.

Profile: professionals, families



1, 2 and 3 bedroom types

Power District Plan

Development Parcels Alternative use concept

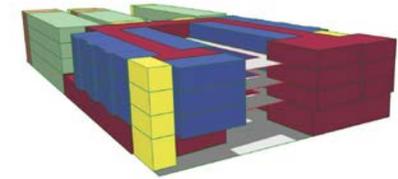
Urban Creative | Residential

Creative starter and accelerator-space on the ground floor street level which combines multiple residential unit types for creative individuals, families or entrepreneurial groups to share urban living and working space.

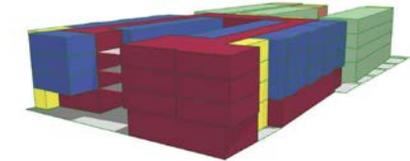
Profile: entrepreneurs, creative professionals



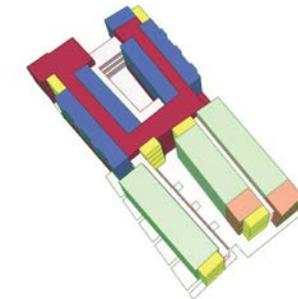
1, 3 and 4 bedroom types



MASSING STUDY - PERSPECTIVE 1



MASSING STUDY - PERSPECTIVE 2



MASSING STUDY - PERSPECTIVE 3

COLOR LEGEND	
Blue	1 BR
Red	3 BR
Green	4 BR
Light Blue	COMMON AREA
Light Green	LANDSCAPE
Light Yellow	RELANDSCAPING

Power District Plan

Development Parcels

Repurpose GRU Administration Building

Transition for pedestrian pathway to link Downtown with the District through creative reuse of civic community space and parking.



gallery & museum spaces, creative offices, community serving commercial space



Open Plaza area for public remembrance, art, sculpture, small retail



Future parking deck to serve District area.

Temporary surface parking

Shipping container flex spaces linear pedestrian pathway



Future community serving commercial

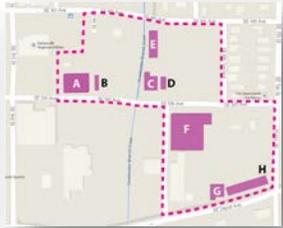
Temporary surface parking

Power District Plan

Development Parcels

Repurpose Fleet Building [A & B]

New microbrewery concept for regional production and local tasting room to link Downtown with the District.
Increase pedestrian activity. Grow brewery enterprise in the area. Small offices for start-ups.



Small offices

Area for public remembrance, art, sculpture, murals



Outdoor seating



Power District Plan

Development Parcels

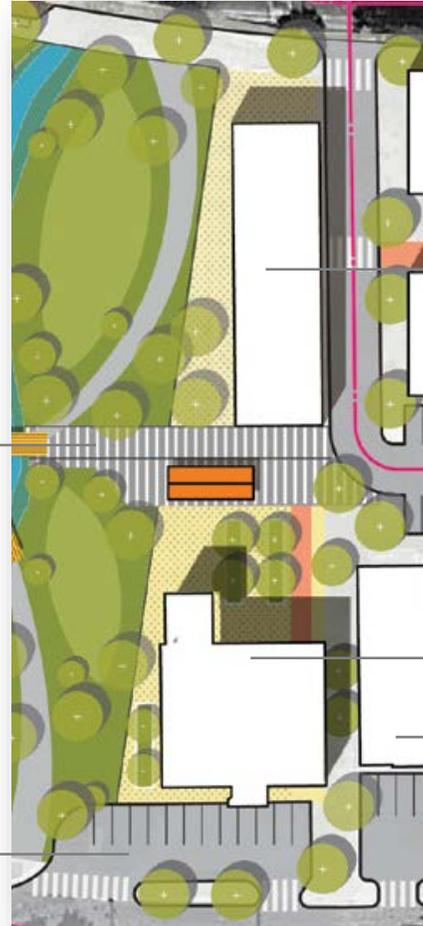
Repurpose Waster Water Collections Buildings [C, D & E]

Innovation campus facility for local technology firm. Software, hardware development areas and business/marketing in 3 existing buildings for a long term occupancy.



Open access to daylighted SWBC to create campus style and pedestrian links

Off street parking



Hardware Development

Software Development

Business & Marketing

Facades of existing building would be renovated to fit architectural design of SWB Creek daylighting.



Power District Plan

Development Parcels

Sweetwater Branch Creek Daylighting

Linear space for connection to Sweetwater Branch park north of 4th Avenue. Unique urban public open space feature to link the natural surroundings with urban forms and integrating public art.



Existing area characteristic translates to garden and farming spaces

Power District Plan

Development Parcels

Urban Housing | Residential

Transitional urban housing having a pedestrian pathway to link Downtown, SE Historic housing with the District.

Profile: professionals, families



Urban Walkways

Pedestrian pathways

Compact surface parking

Establish a remembrance area to commemorate the gardens and local history.

Expansion for community gardens

Public open space for exercise, kids play area, pet walking

McRorie community gardens would remain in its present location.



1, 2 and 3 bedroom types

Power District Plan

Development Parcels

Repurpose the existing warehouse [F]

Renovate existing building on the open parking area into an indoor Central Market, community serving commercial spaces and outdoor open plaza creating a pedestrian link between SE 5th Avenue and SE Depot Avenue.



Indoor/outdoor public market focused on food and products from local sources.

Public gathering spaces for events.

Small post incubation spaces and public community space.

Pop-up places for retail and restaurant concepts. Organized in shipping containers along a wooden walkway leading from 5th Avenue to Depot Avenue to create an urban pedestrian pathway to Depot Park.

The interior spaces renovated for permanent stalls and temporary stall space that is flexible for indoor event or restaurant seating.



Power District Plan

Development Parcels

Outdoor Plaza | Pop-Up Containers | Pedestrian Walkway

Adaptive reuse of existing parking area with shipping containers for pop-up retail, restaurant and office spaces. These temporary and flexible spaces when combined with a wooden walkway pedestrian path form 5th Avenue to Depot Avenue/Park form a link to Depot Park.



A central outdoor location to land mobile food serving concepts.

Indoor/outdoor public market

Small post incubation spaces and public community space.



Pop-up places for retail and restaurant concepts. Organized in shipping containers along a wooden walkway leading from 5th Avenue to Depot Avenue to create an urban pedestrian pathway to Depot Park.



These spaces can be art and creatively used in connection with public art to activate public spaces. Local businesses can scale their size after incubating in the market place or finding a need to be a part of the outdoor pedestrian activity. As the concept grows space can be added efficiently.

Power District Plan

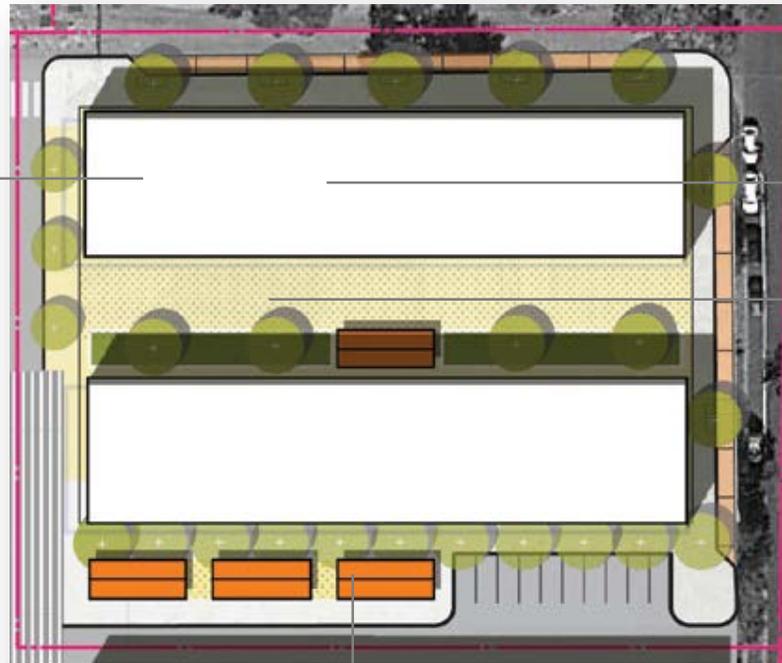
Development Parcels

Future Flex Space

Future flexible development on the temporary surface parking, for post incubation business, larger uses for manufacturing, technology or biotech. Museum, gallery, restaurant or retail space and residential units over commercial.



End cap spaces open to pop-up spaces to stimulate pedestrian activity



Pop-up spaces to stimulate pedestrian activity

Existing surface parking



Flexible Space buildings for mix of uses.

Urban walkways with indoor/outdoor spaces



Power District Plan

Development Parcels

Catalyst Building | Pedestrian Walkway

Existing tenant, Prioria Robotics, would remain. The 2nd floor space would be repurposed for a new educational use. The surface parking area would allow for pedestrian path of travel to Depot Avenue along a wooden boardwalk. When needed, a companion size 2 story building could be developed on a portion of the surface parking area. Parking for the buildings would then be across Depot Avenue.



AVAILABLE - 10,000 sf

1st floor space retains Prioria

2nd floor space to be K-12 academy



Urban garden open to Central Market



Future expansion building on surface parking area



Pedestrian walkway to Depot Park



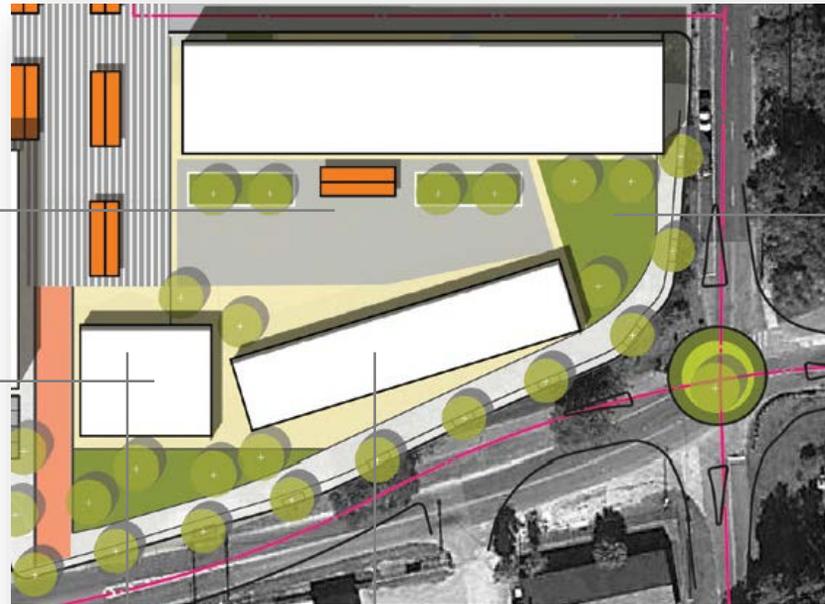
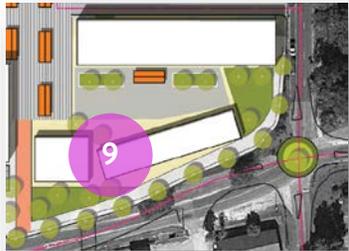
Power District Plan

Development Parcels

Repurpose Carpentry Shop & Water Distribution Buildings [G/H]

Adaptation of these two buildings offers an opportunity to create repurpose space economically for local entrepreneurial activities for artists, small business post incubation spaces, community space, and gallery demonstration spaces.

The area in front of these buildings would be open public space for creativity and artist display space.



Creative space for maker space, art studio, gallery, community uses – studios, community tool chest, MEAR press, R&D space,

Area for public art, remembrance



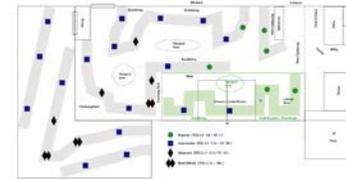
Creative space for public use, artisan display

Power District Plan

Development Parcels

Fitness | Health

A new multi-fitness facility on the existing surface parking area. Focused on bringing an indoor climbing experience, yoga, training, physical therapy and a variety of other support fitness offerings. A previous local group is starting up a broader community approach to serve people with diverse backgrounds that unite around shared activity. The facility will connect Depot Park to the area with additional recreational uses.

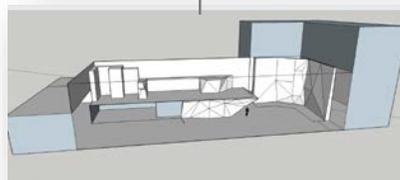
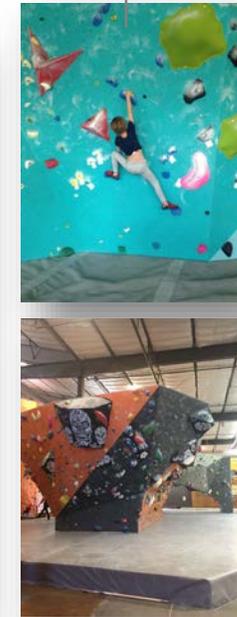
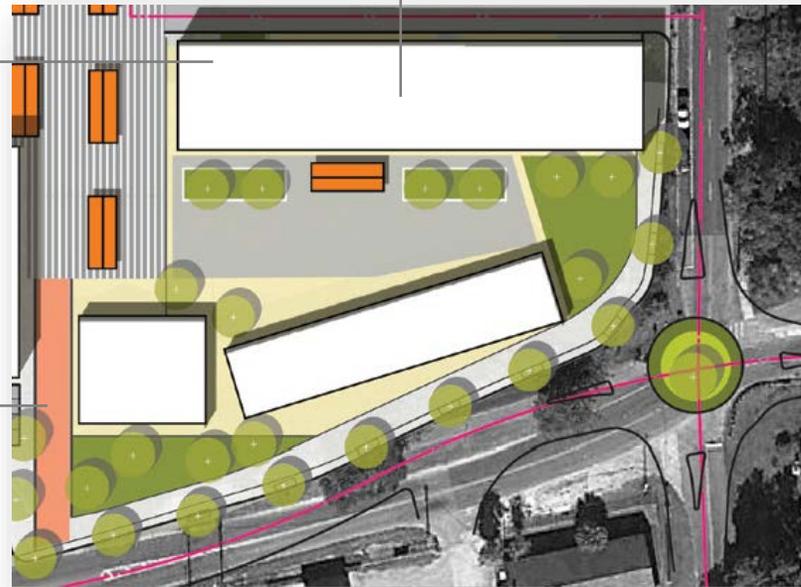


Changing routes and variety of features continues to keep the experience innovative



Focal point of the facility will be an Olympic climbing wall to train and host aspiring and premier athletes.

Pedestrian walkway link to Depot Park



Power District Plan

Development Parcels

Parking | Solar Array

This space is a use of surface parking and as solar array for energy to parking area lighting and building utilities. Located on SE Depot Avenue the area would transform a former well site into shared parking with Depot Park and Power District.

solar array



Power District Plan

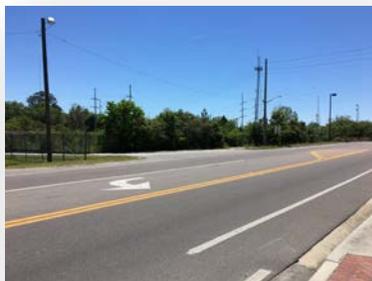
Development Parcels

Parking | Commercial

This space is a use of surface parking for expansion of the District as development displaces existing surface parking areas. Long term covered parking with solar panels is planned. Area will support overflow during events. This parking is adjacent to Depot Park and will be shared. A recreational use to link to Depot Park is planned for the eastern portion of the area.



Outdoor recreational use by an existing local business to expand service area.



Covered parking



Power District Plan

Context | Connection & Public Space Amenities

The development plan incorporates a public realm which contains both open green spaces and plazas. Animating these areas will require programming. Providing special elements that will feature inspiration and creativity that will connect within the community. These areas provide a buffer to adjacent neighborhoods and provide non building access points.

 Plaza open space

 Green open space

 1 SWBC Daylighting & specialty gardens

 2 Expansion of Community gardens and open space

 3 Plazas, Urban Walkways, linear pedestrian connections

 4 Community space for public events (art & cultural)



Power District Plan

Context | Connection & Public Space Amenities

Public Features | Art

Public Art has the ability to activate the public realm. It brings a richness to the texture of the area and brings recognition of place, creativity and people. Areas of public murals, sculpture create interest, attraction and unique character to a place to give it identity.



3D sculptural elements in public locations 



 Lighting of Power Plant



 Public Mural Animation of Power Plant & public locations



Natural Landscapes on fencing



Power District Plan

Context | Sustainable Elements

Sustainability is in the fore-front of the design and engineering of the area. Incorporating GRU and proximity to the Kelly power plant is an important element of defining the future for the area.

Building materials

All repurposed and new buildings will incorporate sustainable construction methods.

Landfill

The project will donate to The Repurpose Project removed building materials to reduce landfill.

Solar Energy

The District intends the use of solar energy to power street lights for parking areas, reduce energy consumption of water heaters for residential units, and roof mounted solar for reduction of energy needed for commercial spaces. Shipping containers will be solar powered with battery storage to be completely sustainable.

Water

The SWB Creek daylighting will address the issue of water quality. Each building will incorporate rain collection systems for reuse of rain water. Our concept also proposes use of reclaimed water from the City for non-potable uses.

Building Orientation

Buildings will be located to reduce solar loads.

Landscaping

Rain barrel collection and water storage systems will be used for watering planters and green walls. Use of natural local plants will be incorporated into small gardens. Community gardens and daylighting of SWB Creek will add more open space

Energy Efficiency

Buildings will incorporate energy efficient lighting for retrofit lighting and new. LED lighting will be used throughout the District. HVAC systems will be high energy efficiency rated. Natural ventilation will be incorporated into design.

Heat Load

Roofs will be reflective to reduce heat loads. Windows will have exterior sun light shading or high efficiency glass. Existing windows will be resealed

Recycling

On site recycling program for residential and commercial uses to reduce waste pickup.

Transportation

Expansion of the Zagster bike program to encourage non-vehicular uses.

Power District Plan

Compatibility & Integration

The 2013 Power District Redevelopment plan established a number of different goals and objectives. Key themes for connection, unique place, citizen centric, integrated, diverse, local, opportunity, flexibility and public elements are driving forces. These characteristics feature prominently into the basis of the redevelopment plan.

Our approach has been to think outside the property boundaries and create a conceptual plan that encompasses more. With this in mind, the plan comparison is more about community than streets. Connectivity is about people versus area. Uses are about interaction which creates human activity. The vision is for the area is to be full of productive life for the citizens of a community. It is the citizen centric focus that provides a conceptual context for the analysis.

Power District Redevelopment Plan



LOCAL **FLEXIBLE** MIXED-USE
 SUSTAINABLE DEVELOPMENT PRACTICES: COMMUNITY TREEHOUSE
 ATTRACT SMALL START UPS / ARTISTS
 PUBLIC SPACES FOR SPECIAL EVENTS
 ENHANCE PEDESTRIAN EXPERIENCE REESTABLISH STREET GRID SPECIALTY LIGHTING
 PRESERVE MCRORIE GARDEN ORGANIC GROWTH
 PARKING ACCESS + AVAILABILITY LEVERAGE INDUSTRIAL CHARACTER
DAYLIGHT SWEETWATER CREEK BIKE HUB **DIVERSE**
 ENHANCE CONNECTIONS TO DOWNTOWN / DEPOT PARK
FUNKY REUSE BUILDINGS COMMUNITY ORCHARD PUBLIC PLAZAS
 MORE TREES INCREASE MOBILITY OPTIONS + CONNECTIONS
 RETHINKING TRADITIONAL DEVELOPMENT TYPES INVOLVE SURROUNDING COMMUNITIES UPSIDE DOWN TREES
 INTERESTING EXPERIENCES DISTINCT CHARACTER
CONNECTIONS CREATIVE OFFICE SPACE **CONTEXTUAL**

1 LEVERAGING THE INDUSTRIAL CHARACTER

Stakeholders expressed an interest in retaining the distinct and unique sense of place the Power District has and, further, expressed concern about a one size fits all approach to redevelopment. The Little Five Points district in Atlanta was cited as an aspirational example of an economically successful and culturally diverse shopping and entertainment district.

2 KEEP IT LOCAL

Interest in providing flexible spaces for local businesses was expressed by the neighborhoods, business community and City staff. The Power District is viewed as an opportunity for artists and start-up businesses alike to find a range of rental rates and property ownership options.

3 ORGANIC REDEVELOPMENT

Stakeholders advocated for redevelopment to occur naturally through the collective efforts of small developers and local businesses, rather than as a single development that is built all at once. This "organic" approach can help retain existing buildings that still have useful life remaining.

4 SWEETWATER BRANCH CREEK

Opening Sweetwater Branch Creek, which is piped through GRU's property, to daylight has been a central issue for the community dating back to previous planning studies. Stakeholders remain supportive of this effort and wants the creek to become both a public park and an environmental feature of any new redevelopment project.

5 LAND USE DIVERSITY AND OPEN SPACE PRESERVATION

Stakeholders support expanding and diversifying the range of land uses within the district; this includes more retail and housing options, creating new spaces for locally owned businesses, establishing more educational space for community use (potentially in conjunction with the Kelly Power Plant museum), preserving the McRorie Community Garden.

6 CONNECTING THE DISTRICT TO THE CITY

Stakeholders expressed the need to build better and higher quality connections to the Power District from surrounding neighborhoods and through the Power District to Downtown and Depot Park. Stakeholders requested new sidewalks and sidewalk improvements throughout the district. They also request extending the City's street grid through the GRU property as a part of any redevelopment; the extended street grid could be either vehicular streets or pedestrian streets.

7 INTERFACE WITH ADJACENT NEIGHBORHOODS

How the new development interfaces with adjacent neighborhoods is a widespread concern in the community. The issue of neighborhood interface includes: the height and density of structures built adjacent to existing residences to the east of the Power District, particularly along SE 6th Terrace and the Southeast Historic District, as well as the impacts of increased traffic and on-street parking as a product of future development.

Power District Plan

Compatibility & Integration



City's Power District Redevelopment Plan



1220G/Collier Power District Redevelopment Plan

Power District Plan

Compatibility & Integration

Areas of Difference in Plans

- ROW Extension
- Sweetwater Branch Creek daylighting
- Number of repurposed existing buildings
- Micro lots & buildings
- Parking
- Additional planning context area
- Solar facility

Areas of Similarity in Plans

- Pedestrian Connections with Urban Walkways
- Sweetwater Branch Creek daylighting
- Repurposed existing buildings
- Smaller blocks
- Parking
- Building Uses
- Public Realm
- Community Gardens
- Building Orientation

Power District Plan

Compatibility & Integration

	VISION	ZONING	COMPATIBILITY
Leveraging Character	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Local Focus	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Organic Redevelopment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sweet Water Branch Creek	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Land Use Diversity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connecting District to City <small>(Downtown + Depot Park + Power District)</small>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DOWNTOWN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DEPOT PARK	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Interface with Adjacent Neighborhoods			
SE 6 TH TERR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SE HISTORIC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PORTERS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SOUTH MAIN ST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DOWNTOWN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Blue = good, Yellow = minor revisions to plan, Pink = difference from plan, Red = major difference from plan.

Power District Plan

Compatibility & Integration

Leveraging the Character

Our approach began with seeing the existing buildings as elements to build on and work with as part of the landscape for the area. Concerns about using a concept from another location and placing it in Gainesville provided a stimulus to consider a uniquely community approach. Recreating a District from another City didn't feel quite genuine for Gainesville.

The concept program proposed does provide for alternatives to reuse every building presently existing. Even though the Building Assessment information and 2013 plan indicated only two were able to be re-purposed, the warehouse and garage. True to the area, other small projects, like the Recycle Project, find adaptive reuse potential for space over tearing structures down.

As our approach began to reuse structure, people began to help define the vision. Outreach into the community brought forth uses for a more citizen centric plan. Not an economically successful, culturally diverse shopping and entertainment district put forth.

During the process of talking with citizens, the vision began to shape building forms to follow functions. People shared with us their view of space which creatively brought consideration to focus on how the citizens of the community will use the spaces.

Keep it Local

Focusing on local enterprise for art and entrepreneurial efforts create a platform for more discussion. Our vision for local was to use local talent to create a plan, execute and find local users to be the important part of the District. The vision proposed focused on food, health, education, fitness, arts, culture, creative space and urban living. Basic elements of everyday life. Local in the proposed vision was seeing the people we talked with active in the spaces.

All the end users that have expressed interest in being a part of the vision are from the local community. Each user is seeing the area through a Gainesville lens. The proposed uses have taken into account a range of economics. Focused on supporting the local resident or business not economically pushing people and uses out of the area for more valuable ones.

As we had more conversations with local people our, citizen centric, community approach gave us more to consider for what would be a place for all. Depot Park now provides for an open environment for all populations. However, would the uses become less citizen centric, if the area focused on more affluence. We then took the word luxury out of the vocabulary of the future for the area.

Power District Plan

Compatibility & Integration

Organic Redevelopment

Retaining buildings that have useful life is a cost effective goal. The Building Assessments and actual site investigation developed questions but a determination to find solutions to adaptively repurpose all the buildings. The ITN process contemplates one singular development entity, however given the area, private development could never build in one singular phase. This proposal creates individual parcels that can be executed over time or in combinations depending on end users.

This vision of organic is to creatively find the genuine community uses that will thrive together. Bringing together food, health, fitness, education, art, culture, and creative businesses in an urban lifestyle seems to capture Gainesville today. But can these elements thrive over time. All of them together have the potential to create activity over the period of 24 hours. 8+8+8, rest, work, recreate is a daily routine. Each of these uses people incorporate into their lifestyles.

When put together as part of a District, these uses make up a community. It is the flexibility or the human activity that is organic to the area that will adapt over time to continue to evolve and thrive.

Sweetwater Branch Creek

Daylighting of the creek is important to the characteristic of the area. Progress in one era may not have been advancement to another. As with Depot Park being a transit point for rail lines it now is a central gathering space of a different function. Sweetwater Branch Creek is a central theme to this proposal and is featured as a focal point for a new use, public open space. Bringing back an open creek in an urban setting allows the natural surroundings to flow through the industrial character. This proposed plan celebrates visioning the area as a natural setting for the daylighting of the creek.

Power District Plan

Compatibility & Integration

Land Use Diversity and Open Space Preservation

The proposed plan offers a number of different uses based upon a citizen centric model. Urban housing is part of the way of life in the District and is integrated into the fabric of daily life. Since all of the business focus is on local enterprises its success is based on community support. However, focusing on a strategy to find uses that are compatible and can economically survive is key. Organic growth to enlarge the civic core is part of the growth.

A singular retail and entertainment model may be unique but may not survive over the long term. This proposal brings together uses of the community to thrive on human interaction that does not depend on consumer spending. Local businesses may be great partners in community through their civic minded participation. Residents may be part of the equation for their connection to daily routines and activities.

Connecting the District to the City

The proposed plan offers pedestrian and transitional connection. Its larger connection is to bring resources together to create arts, culture and housing together in an area ready to adaptively change uses. It is the interaction between people at the scale of walkable neighborhoods that allows for exchanges to occur. In most traditional locations, the central marketplace was a beehive of activity each day as neighbors gathered together for local foods. Depot Park serves this purpose for recreation. And, urban housing brings these experiences together at a pedestrian scale to allow for interaction between residents.

Interface with Adjacent Neighborhoods

Impacts on adjacent neighbors can be considered with opportunities for others. Stimulation of growth along Main Street corridors may give way to more significance in uses than the height of a structure.

This plan proposes to fit within a pattern of buildings that create a scale allows for pedestrian use and gives a potential for less vehicular use. However, it connects with alternative modes of travel to provide options for movement. Retaining the character of an area must allow for a variety of style to indicate variation of use. Planned communities of all the same appear not as unique. It is the variety of use that creates the unique character at a scale that can be acceptable that creates the destination.

Power District Plan

Compatibility & Integration

Integration with Zoning and 2013 Plan

Integration of the proposed plan strives to keep the existing zoning in place with minor modifications to allow for new compatible uses, such as micro-breweries or other uses. Adjustment of these characteristics is normal in the process of redevelopment. Requests for conditions to use or adaptive modifications to refine code or zoning are not likely but may occur at a low impact level.

Creating uses for solar arrays that feed to power parking areas or creating parking in non-traditional places for the community may require forward perspectives.

In the daylighting of Sweetwater Branch Creek there will be local code issues with set backs for building and storm water management. Pedestrian street types that can be used as service drives have minor effects. Lighting effects to animate the power plant or install urban art may need consideration.

The basic premise to the proposed plan was to build upon the resources provided in the 2013 vision and improve upon it.

This plan is an attempt for coordination between public and private in partnership to create the effect of linking Power District together with Depot Park and Downtown

Items for Review

1. On a portion of Parcel Number 16024-000-000, the City shall process an application to change the Future Land Use designation from Public and Institutional Facilities to Industrial and a rezoning from Public Services and Operations to I-1 to allow and outdoor recreation use to be established on the eastern portion of the open area.
2. Process any minor text amendments to the proposed Land Development Code to rectify any unidentified issues related to dimensional standards and permitted uses that create inconsistencies in the proposed development as it relates to these regulations. Add Community Gardens and microbrewery uses to be allowed.
3. The proposed new Land Development Code requires a “minimum of 25 feet of active ground floor commercial, residential or offices uses along Storefront or Principal Streets, and shall provide on all street frontages decorative screening walls, perimeter parking landscaping per Article IX or a combination thereof.” SE 7th Street and a portion of Depot Avenue are Storefront Streets. The building frontage requirement between streets and surface parking is to be waived within Storefront streets in the development plan area.

An aerial photograph of a residential development, including a large circular driveway, several houses, and a wooded hillside in the background. The entire image is overlaid with a semi-transparent blue filter.

MARKETING | BRANDING

TAB #5

Power District Redevelopment

Marketing

Residential

Overall housing strategy is to position the Power District as an area for an urban experience that is authentic to Gainesville. Defining a place that is focused on an alternative urban lifestyle is important. Price point will have to deliver more than expected in achieving the urban lifestyle in the downtown area. Keeping this locally focused toward current in tenants is a market factor that likely will bring the most favorable absorption. Depot Park and Downtown add value to this District as the amenity. Moderate to middle incomes are likely to be the initial demographic target. The lifestyle of healthy food, pedestrian friendly, culturally diverse, active and focused on a new experience everyday will attract the groups that will support urban life in the community. Market should be to seek a diverse cultural experience to be able to attract to be desired a place. It must be safe for all populations. Bringing together a community identity of it's the place to be, live and work, will be the uniqueness.

Market Segment:
 Young professionals, small families
 Moderate to Middle income
 Post under-graduate
 Active lifestyle
 Health & Fitness interest
 Food & Nutrition interest
 Seeking walkable area lifestyle
 Nearby restaurants, park, trails, bike
 Eclectic in Recreational Interests
 Seeks to travel
 Mobile connectivity
 Value discerning

Market Price Range:
 One year leasing
 (not tied to university schedule)

Unit size: 800 sf – 1,100 sf
 1 bedroom – 2 bedroom focus
 3 bedroom units greater space, limited #

Unit Amenities:
 Quality finishes/appliances
 In-unit washer/dryer
 Utility/TV/Internet by Tenant

Potential Price Range:
 \$800-\$1,600/mo.

Power District Redevelopment

Marketing

Business

Strategy is to position the District as the place to start a new business or work. Keep the economics lower than larger market. Offer graduated space to move into. Small spaces 500 sf to 1,000 sf allow for growth to 1,500 sf and above. Be the area where the next darling start-up makes it. Attract local larger businesses to take space to create more interest. Focus on post incubation technology and maker space type companies. Work with SFC CEID, FL Innovation Hub, GTEC, Tech Toy Box and Starter Space to keep a flow of interested firms.

- **Market Segment:**
 - Post incubation
 - Incubating
 - Creative office/technology
 - Entrepreneurs
 - Local companies

- **Market Price Range:**
 - One year to 3 year leasing
(flexible terms, minimal up front costs, low cost of operating expenses)
 - Space size: 800 sf – 1,500 sf
(flexible, divisible; availability for growth)

Potential Price Range:
 \$8-\$10/sf annually – Smaller spaces
 \$10-\$12/sf annually – Larger spaces

Platform:

- 📱 Online, mobile and social media
- Community engagement, sponsorship, onsite events to promote interaction
- Focus on delivery of brand strategy to convert the perception of unused buildings to something is happening.
- Hosted events should be onsite and create a venue for cross marketing of spaces users and public.
- Constant recruitment strategy

Recruitment:

- 📊 **Goals:**
 - 3-6 mos. Market recognition
 - 6-12 mos. Tenants interest
 - 12 mos. Active leasing

Network:

- ⬇️ **Associations:**
 - SFC CEID
 - FL Innovation
 - Tech Toy Box
 - Starter Space

Power District Redevelopment

Marketing

Creative/Studio

Strategy is to position the District as the place to create with others. Keep the economics toward industrial market. Offer graduated space to move into. Small spaces 500 sf to 1,000 sf allow for growth to 1,500 sf and above. Be the area where there is a collection of artists. Attract local well known artists take space to create more interest. Focus on post creative multi-platforms. Work with local Arts & Cultural Affairs to keep a flow of interested individuals. Hold public art events and other cultural gatherings to involve public and artists together to build sense of a creative place.

Market Segment:
Local Artists Studio/Warehouse
Maker Spaces
Gallery Spaces

Market Price Range:
One year to 3 year leasing
(flexible terms, minimal up front costs, low cost of operating expenses)

Space size: 800 sf – 1,500 sf
(flexible, divisible; availability for growth)

Potential Price Range:
\$6-\$8/sf annually – Smaller spaces

Power District Redevelopment

Branding

District

Goal:

Position the Power District as an area for an urban experience that is authentic to Gainesville.

Objective: Define a place that is focused on an alternative urban lifestyle vs. typical suburban or student housing.

Purpose: Talent Recruitment/Retention; Community growth.

Challenges:

Price and quality of experience will have to deliver more than expected.

Positives:

Depot Park and Downtown add value to this District as the part of the charm. Gainesville's people are THE Brand. Quality of life, connection to natural surroundings, a place you walk not run. A culture of folks with diverse backgrounds, ages and perspectives.

Big Idea:

It is the point in time where you tell your close friends and family how great your life is because of what you are doing and where you get to live.

Vision:

Power District is bringing together a community identity of it's the place to be, live and work, that is its uniqueness.

Mission:

Make Depot Park, Downtown, and District one place.

Driving Force:

Pent up demand from young professionals who leave town. And, a sense of wanting something more from those who have stayed and enjoyed success.

Target Audience:

Those professionals that live among students. Families and individuals moving in. Young professionals searching for big city life in the community. Recruited individuals that come to work in community for opportunity.

Value proposition:

Living in downtown provides a unique experience. It's the next generation of living somewhere.

“Someplace simple, under the same blue sky, thinking about times to come.”

“THE SOURCE”



MANAGEMENT | GOVERNANCE

TAB #6

Management

District

This proposal anticipates working together with City processes. Creating new path ways to execute and maintain communication. Planning the Innovation Square District faced challenges, this District will be faced with many more challenges to create an urban area focused on Gainesville.

The process to implement the overall redevelopment plan will take organization by both private and public. The development entity will be structure as previously outlined in Tab #2 of this submission. Principals have been assigned responsibilities and plan to execute the sequential next steps after being selected.

The key to an effective relationship on this large size endeavor is to be able to engage the decision makers in critical meetings from both parties.

Our expectations would be as follows:



Development Agreement

- During post ratification and Development Agreement negotiations, having a key decision maker from the GCRA and CoG that can effectively move the discussions forward quickly is important. Our position is that the agreements should not take that long to document. This needs to be completed and ratified quickly to meet Tenant expectations to open for business.

Infrastructure planning

- For short term planning and execution, we propose using the technique of Innovation Square Infrastructure planning and creating a GRU/CoG/GCRA working group to bring the resources between private and public together to optimize the infrastructure needs for the area as quickly as possible. We have local businesses that want to open quickly in repurposed buildings within months.

SWBC design and engineering

- We would suggest that GCRA set up a daylighting of the SWBC design and engineering meeting to move that project forward as soon as possible since it effects a number of portions of the development plan.

Management

District

Permit Processing

- During the building permit process it is important for a representative from GCRA and CoG be involved to effectively accelerate the process. Since we anticipate working on repurposing existing buildings first, it would be important to get any issues resolved quickly.

CoG Board

- Our anticipation is there may be elements that are required to go before the CoG Board. We would like to present a overall plan we can build to and find support of the City to execute in a timely manner to keep the project moving forward. We would also welcome a way to keep the CoG Board apprised of the status of the progress.

Staff

- We will need staff time of the CoG, GRU and GCRA where appropriate.

Non-profit

- We welcome the community organizations, we foresee working with several agencies and departments. Arts & Cultural Affairs would be instrumental to our interest in creating supporting art/cultural elements outlined in the development plan.

Public Spaces or Improvements

- Our anticipation is that there will need some agreement on operations of public improvements like the SWBC daylighting and McRorie Community Gardens. We anticipate other public/private open areas which will need to be addressed. Our plan is to form a Business Improvement District to establish operational governance and management of elements of the project we foresee with our plan.

Operation Management

- We anticipate managing the property and asset using our own firm. It would be our perspective to set up regularly schedule meetings with key members of the CoG to coordinate events, manage issues and project future points of interface.

Governance

District

This is an area which is important to a multi-use development such as the Power District. Setting up expectations of how management works under leaderships is key to successful operations.

Under this proposal the private realm would organize itself under a Business Improvement District or a Community Development District should there be a need for public infrastructure improvement financing.

These types of governing structures allow for organizational self funding to be directed for public purposes over and above a municipal funding. Our expectation is that at the outset when the District is being set up that a Business Improvement District will become a reality to further private governance of the area beyond redevelopment.

Events

- Since there is much interest in holding events, a BID can operate independently with Developer management to take on supervision of these activities. This allows the redevelopment occurring organically to be focused on a larger improvement role while the BID handles local function.

Board

- A BID does have a specific governance role and leadership structure to provide a stability for leadership function and role post development. Given the interaction with public to create community interaction on site, this function becomes more important to the localized operations.

Funding

- BID can be a funding mechanism to operate for public purposes in ways municipalities don't often success on a micro level. Security, small operations for clean up, public displays, etc. are more manageable from this form of localized governance for a mixed use project. Its form is more that a traditional property maintenance association typical to large single developer controlled master plans.

The image is a blue-tinted photograph. The top portion shows a building with horizontal siding and several wooden barrels lined up against its exterior. The bottom portion shows a field of tall, thin grasses or weeds. The text is centered in the white space between the building and the field.

PUBLIC BENEFITS

TAB #7

Public Benefits

District

At the beginning of this proposal we outlined our detailed team, experience and plan. Our vision is for this area to have much more public benefit than a Net Fiscal Impact. It has been said that the most impact will be far reaching than only this site. Our goal has been to effect the community as a whole. Providing the ability of an area to impact the City.

One that connects Downtown and Depot Park while merging together with adjacent neighborhoods to form a nucleus at the center of the City. One that historically began from a train stop along a new line to establish the seat of government.



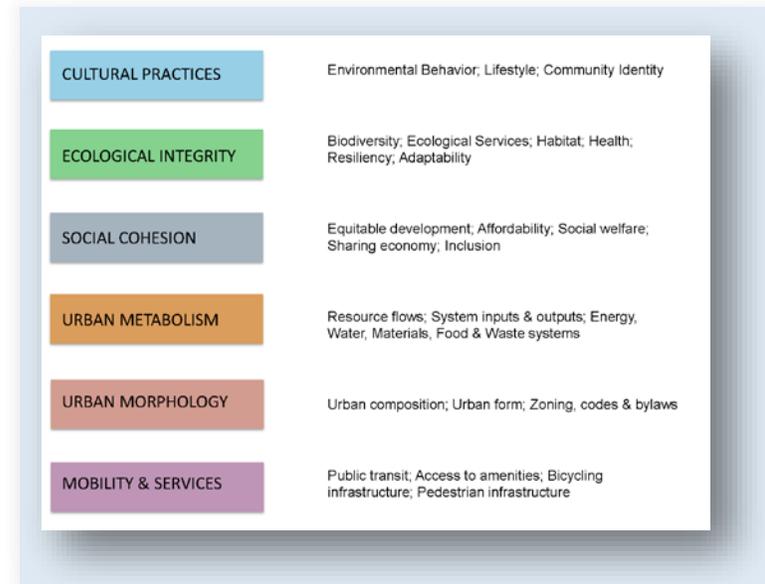
Our vision has been to impact socially by integrating a number of different connection points into our proposal than are more than fiscal and physical.

This plan is based on the community finding its identity and inner core. As we established our outreach efforts in the community we found no shortage of passion for community willingness to improve itself.

We did however find a number of initiatives which if involved in the Power District would provide community support for the success of the area. It is these connection points that provide us with the foundation for a measurement for impact.



We have used the University of British Columbia's Regenerative Community model to focus on sustainable elements that need to be addressed to achieve the long term impact for a community.



Public Benefits

District Fiscal Impact

The overall fiscal impact from a report based on our redevelopment plan prepared by Fishkind & Associates, at buildout within five years, the Power District Project is projected to have a taxable value of \$56.3 million and generate \$254,195 in operating ad valorem revenue each year for the City of Gainesville. The net fiscal impact is projected to be a net benefit of \$128,474 per year. The 20-year NPV of the net fiscal impact exceeds \$837,000. The ad valorem revenue generated by the taxable value above property base value is approximately, \$53.7 million, is attributable to the TIF for possible infrastructure development and financing/revenue sharing activity at build out.

End of Year	Power District Total	TIF Base Value	TIF Taxable Value	City of Gainesville			
	Taxable Value			City of Gainesville Ad Valorem	TIF Ad Valorem	TIF Ad Valorem @ 30%	TIF Ad Valorem @ 50%
2018	\$2,620,000	\$2,620,000	\$0	\$11,811	\$0	\$0	\$0
2019	\$16,511,775	\$2,620,000	\$13,891,775	\$74,433	\$62,623	\$18,787	\$31,311
2020	\$40,422,019	\$2,620,000	\$37,802,019	\$182,218	\$170,408	\$51,122	\$85,204
2021	\$46,629,075	\$2,620,000	\$44,009,075	\$210,199	\$198,389	\$59,517	\$99,194
2022	\$56,388,701	\$2,620,000	\$53,768,701	\$254,195	\$242,384	\$72,715	\$121,192
2023	\$57,075,202	\$2,620,000	\$54,455,202	\$257,289	\$245,479	\$73,644	\$122,739
2024	\$57,770,407	\$2,620,000	\$55,150,407	\$260,423	\$248,613	\$74,584	\$124,306
2025	\$58,474,432	\$2,620,000	\$55,854,432	\$263,597	\$251,786	\$75,536	\$125,893
2026	\$59,187,391	\$2,620,000	\$56,567,391	\$266,811	\$255,000	\$76,500	\$127,500
2027	\$59,909,403	\$2,620,000	\$57,289,403	\$270,066	\$258,255	\$77,476	\$129,127
2028	\$60,640,587	\$2,620,000	\$58,020,587	\$273,362	\$261,551	\$78,465	\$130,776
2029	\$61,381,064	\$2,620,000	\$58,761,064	\$276,700	\$264,889	\$79,467	\$132,445
2030	\$62,130,957	\$2,620,000	\$59,510,957	\$280,080	\$268,269	\$80,481	\$134,135
2031	\$62,890,391	\$2,620,000	\$60,270,391	\$283,504	\$271,693	\$81,508	\$135,846
2032	\$63,659,490	\$2,620,000	\$61,039,490	\$286,971	\$275,160	\$82,548	\$137,580
2033	\$64,438,384	\$2,620,000	\$61,818,384	\$290,482	\$278,671	\$83,601	\$139,336
2034	\$65,227,201	\$2,620,000	\$62,607,201	\$294,038	\$282,227	\$84,668	\$141,113
2035	\$66,026,072	\$2,620,000	\$63,406,072	\$297,639	\$285,828	\$85,748	\$142,914
2036	\$66,835,131	\$2,620,000	\$64,215,131	\$301,286	\$289,475	\$86,843	\$144,738
2037	\$67,654,513	\$2,620,000	\$65,034,513	\$304,980	\$293,169	\$87,951	\$146,585
2038	\$68,484,354	\$2,620,000	\$65,864,354	\$308,721	\$296,910	\$89,073	\$148,455
2039	\$69,324,793	\$2,620,000	\$66,704,793	\$312,509	\$300,699	\$90,210	\$150,349
2040	\$70,175,971	\$2,620,000	\$67,555,971	\$316,346	\$304,536	\$91,361	\$152,268
2041	\$71,038,029	\$2,620,000	\$68,418,029	\$320,232	\$308,422	\$92,526	\$154,211
2042	\$71,911,112	\$2,620,000	\$69,291,112	\$324,168	\$312,357	\$93,707	\$156,179
2043	\$72,795,366	\$2,620,000	\$70,175,366	\$328,154	\$316,344	\$94,903	\$158,172
2044	\$73,690,940	\$2,620,000	\$71,070,940	\$332,191	\$320,381	\$96,114	\$160,190
2045	\$74,597,984	\$2,620,000	\$71,977,984	\$336,280	\$324,470	\$97,341	\$162,235
2046	\$75,516,651	\$2,620,000	\$72,896,651	\$340,422	\$328,611	\$98,583	\$164,305
2047	\$76,447,095	\$2,620,000	\$73,827,095	\$344,616	\$332,805	\$99,842	\$166,403

Public Benefits

Community Involvement

Our proposal worked from community input and outreach in order to form its plan. We reached out to a variety of individuals and groups to take stock of the community perspectives.

Iryna Kanishcheva	Marty Mesh	Kathleen Leavy	Jordan Brown
Chad Paris	Mike Palmer	Phoebe Miles	James Blythe,
Quang Tran	Gareth Kempson	Anna Prizzia	Jenny Higby
Angela Pate	Margaret Tolbert	Lynn Polke	Angela Betancourt
Sarah Cervone	Josh Shatkin	Tommy Baker	Matt Chandler
Matt Palmer	Parker Van Hart	Richard Dreher	Doug Porch
Tom Hart	Randy Batista	Stephen Bender	Millard Pate
Joe Maldonado	Mark Davidson	Erin Curry	Kenny Zarron
Sharon Burney	Maya Velezko	Jim Barrie	Andrew Stanfill
Elle Borneman	Jane Muir	Brittney Barrie	Ian Williamson
Cindi Stellar	Josh Javaheri	Augi Lye	Jeff Mc Mullen
Brook Gamewell	Scott Gill	Davis Hart	Mitch Eaden
Leslie Tharp	John Sninsky	Brett Ader	John Westerbrook
Oliver Klicker	Nitan Jayaswal	Kim Kruse	Lisa Gearen
Bill Bryson	Alan Kaplan	Jordan Borstelmann	John Roberts
Dug Jones	Bill Hutchinson	Nick Moskowitz	

Our structure for recruitment, community events, outreach, community involvement is focused on collaborative connections with local initiatives.

		
Cultural Affairs		352 Walls 352 Arts Roadmap
Parks & Recreation		Vision 2020
Cade Museum		STEM / Creativity /Entrepreneurship
Career Source		Opportunity Quest
		

These collaborative connections with local initiatives are the backbone of our endeavor to build on successes they can achieve with us as we provide the four walls for them to program the space.

Public Benefits

Community Events

- Our proposal would begin to establish priorities for coordination of events, resources available and opportunities for leveraging collaborative impact.

Leveraging other initiatives allows our management of spaces and events to be part of a collaboration into using the community spaces, Central Market, and Sweetwater Branch Creek and linear walkway from 5th to Depot as places for community.
- Our funding source would be sponsorships, a small user fee on sales by covenant, BID funding.

Independent Connections

- The Cade has expressed interest in creating opportunities to feature temporary exhibits and programs around inventions that come from the startups in the Power District

A local business who wants to locate in the District wants to incorporate public art into/outside of their facility through using the background of the walls to show case local artists work.

- Working Foods | Blue Oven Community Food Center intends to use the Central Market demonstration kitchen as a place to teach about the food you eat and make.

A local community market in Hawthorne wants to incorporate their value added products into the Central Market and expand their reach.

Program Connections

- Career Source has an established program for empowerment with Opportunity Quest.

Our connection is to work with this program to find ways to empower individuals to create new businesses.

Public Benefits

Business Strategy

The business recruitment of local companies has been through local outreach. There would be no subsidies because we focused on repurposing spaces for affordable rents. The following pages contain interested businesses with intent to take space in the buildings, several have entered into LOI and are negotiating leases.

Letters of Interest



ApexTek Labs.





April 6, 2017

Augi Lye
APEX Labs
Gainesville, FL

Re: Letter of Interest for a Proposed Purchase & Sale by and between 1220G (“1220G”) and Company (“APEX”) at Power District, Gainesville, FL (“Project”)

Dear Augi,

The purpose of this letter is to follow up on our recent discussions regarding APEX Labs interest in the purchasing existing buildings for renovation and relocation of your existing facility in the Power District project in Gainesville, FL. We offer this non-binding Letter of Interest as an understanding of the potential outline of our discussions of a possible purchase and sale that would fulfill your space requirements in the District. Our firm is responding to the Invitation to Negotiate by the Gainesville Community Redevelopment Agency, City of Gainesville and Gainesville Regional Utilities, which these existing buildings are a part. Should our firm be successfully awarded as a selected Developer for the development of this portion of the Power District, 1220G is interested in moving forward with selling these buildings to you for your redevelopment of them for your headquarters facility on a long-term basis. We propose to memorialize for our mutual understanding of the basic items we have been discussing described below.

1. Project: The Power District is a mixed-use development located in Alachua County, Florida in the downtown area of Gainesville, FL. The development is of the property or portions thereof is being offered through the City’s ITN process to award development for the portions of the land area owned by GRU and the City of Gainesville.
2. Seller: 1220G/TBD related entity
3. Purchaser: APEX/Augi Lye
4. Premises: Approximately twelve thousand three hundred (12,300) square feet of space located in the Power District in three (3) existing single story buildings known as the former GRU Water & Waste Water building (C), Field Services building (D), Water &

Waste Water Ready Room building (E). Attached hereto as **Exhibit A** is a current potential location plan for the building for illustrative purposes of the character and approximate location of the Premises.

5. Intent: Purchaser shall purchase the buildings and a portion of the land area surrounding the footprint of the buildings for ingress/egress access mutually acceptable with Seller's development plans on adjacent land area. Seller is expecting Purchaser to repurpose the buildings for its "innovation campus" in accordance with the Seller's master development plan for this portion of its Power District conceptual plan.
6. Permitted Use: For a headquarters facility for APEX Labs hardware, software and Sales/Marketing uses.
7. Assignment: Tenant shall not assign or encumber without Landlord's prior written consent.
8. Anticipated Delivery Date: Landlord is currently projecting the initial phase of the Project in its ITN response could be allow for an opening in the end of 1st Quarter of 2018. However, this is conditional upon the Seller being awarded the building for development and Purchaser successfully completing the process of property transfer and renovations/construction based upon the current schedule of the ITN.
9. Price, Deposit, Due Diligence:
 - (a) Price shall be determined based upon Seller's acquisition of land area and buildings from the City of Gainesville during the ITN process.
 - (b) Seller shall put forth a deposit under a purchase contract for reasonable due diligence period.
 - (c) Closing shall be within an acceptable time frame by both parties to allow for permit and renovation start to occur within 210 days from Seller's award of the master development by the City under the ITN process.
10. Purchaser Construction: Purchaser shall be responsible for renovation of the buildings. Exterior facades should be complimentary to the character of the surrounding area and access will be mutually agreed upon for development of the eastern side of the building by Seller and western side of the building as part of the CRA daylighting Sweetwater Branch proposed build to boundary.
11. Sustainable Provisions: Seller anticipates incorporating into the District sustainable elements. Purchaser agrees to voluntarily incorporate sustainable elements where possible for their space to support a project goal for a sustainable neighborhood.

12. Common Area Construction: Seller may be constructing other elements of the Project concurrently with the construction of the Purchaser's Premises, as well as potentially during the period of the occupancy. Purchaser and Seller shall, endeavor to mutually agree upon and cooperation to assist Seller in completing its plan for the Power District as awarded.
13. As-Is: Purchase shall be expected to be as-is, since Seller is providing Purchaser with long term ownership for its headquarters and opportunity to renovate existing buildings on its own behalf as requested.
14. Conditions to Close: Mutually acceptable items developed during due diligence and standard documentation of real estate purchase, title insurance, survey, etc.
15. Special Conditions: Purchaser acknowledges that Seller is offering this potential sale as a part of its submission under the City of Gainesville Invitation to Negotiate #2017-022. Seller in this process is submitting this repurpose of existing buildings as a part of its conceptual redevelopment plan for the area as part of the selection of a master developer by City. During the submission, selection and development agreement negotiate with the City as part of the process, both parties mutually agree there is likely to be further discussion regarding the purchase, sale and Purchaser's renovation plans that will be part of the master development agreement Seller will execute with the City.
16. Brokerage: Landlord and Tenant acknowledge that there is NOT a broker involved.
17. Contingencies: Seller and Purchaser agree that Purchaser's interest in locating at Power District is the location and characteristic of the Power District project discussed with Seller. Seller and Purchaser shall work to establish mutual time-related benchmarks requiring Seller and Purchaser to achieve certain progress by certain dates to achieve a mutual timeline for occupancy.
18. Confidentiality: Seller and Purchaser agree to keep this letter and any related discussions confidential and shall not disclose this matter or any potential lease to unrelated parties, except as necessary for Seller to submit acknowledgement of its existence in the ITN process.
19. Non-Binding agreement: It is understood and agreed that this letter is merely a non-binding summary of proposed understanding between Seller and Purchaser. No legal obligations shall arise against either party except, as set forth in an executed agreement signed by both parties. Notwithstanding any provision of this letter to the contrary, it is understood that neither Seller nor Purchaser shall be legally bound to the other due to this letter, nor shall any rights, liabilities or obligations that arise because of this letter.

The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed purchase and sale arrangement with APEX at the Power District which will be the subject of further conversations after an award for development under the ITN process.

If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,



James Izzo
President

Confirmed by:

APEX Labs

Printed Name

Date: _____

The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed purchase and sale arrangement with APEX at the Power District which will be the subject of further conversations after an award for development under the ITN process.

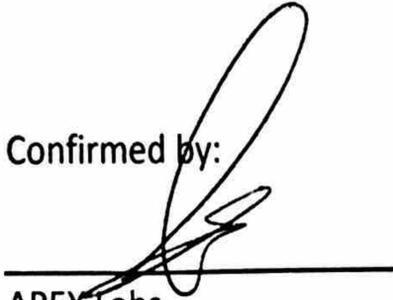
If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,



James Izzo
President

Confirmed by:



APEX Labs

Agapitus Lye

Printed Name

Date: 4/4/2017

April 17, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

The purpose of this letter is to express our interest in being a part of your plan for the Power District area. We are following up on our recent discussions regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans. We are very interested in your idea to keep the project focused on local businesses and residents. Our business we believe would fit well with your vision to make this a project for Gainesville's needs and to connect an important area between Downtown and Depot Park. Your consideration of the economics to keep the character of the area affordable to locals is important to us.

We are professional artists looking to find a location for our printmaking workshop and artist residency program that aims to give access to a printmaking shop with etching and screenprinting tools to practicing artists and develop opportunities with other community projects. We see the opportunity of locating into the Power District as beneficial to our success.

Should your firm be successfully awarded as the selected Developer for the overall development of the Power District, our company is interested in moving forward with a commitment to occupying space in the District.

Sincerely,

Julia Morrisroe and Erin Curry



December 15, 2016

Jim & Brittney Barrie
Barrie Brewing Company (Brewery In-Planning)
Gainesville, FL

Re: Letter of Interest for a Proposed Future Lease by and between 1220G Development ("1220G") and Barrie Brewing company ("BBC") at Power District, Gainesville, FL ("Project")

Dear Jim & Britteny,

The purpose of this letter is to follow up on our recent discussions regarding your brewery in planning's interest in the leasing a portion of the space at the Fleet Garage in the Power District project in Gainesville, FL. We offer this non-binding Letter of Interest as an understanding of the potential outline of our discussions of a possible future lease that would fulfill your space requirements at the Fleet Garage. Our firm is intending on responding to the forthcoming Request for Proposal by the Gainesville Community Redevelopment Agency, City of Gainesville and Gainesville Regional Utilities, which the Fleet Garage is a part. Should our firm be successfully awarded as a selected Developer for the development of this portion of the Power District, 1220G Development is interested in moving forward with leasing space to Barrie Brewing Company. We propose to memorialize for our mutual understanding of the basic items we have been discussing described below.

1. Project: The Power District is a mixed-use development located in Alachua County, Florida in the downtown area of Gainesville, FL. The development is of the property or portions thereof is being offered through a forthcoming RFP process to award development for the Fleet Garage and/or other portions of the land area owned by GRU and the City of Gainesville.
2. Landlord: 1220G Development.
3. Tenant: Barrie Brewing Company.
4. Premises: Approximately Nine thousand five hundred (9,500) useable square feet of space located in the Fleet Garage. Attached hereto as **Exhibit A** is a current potential

use plan for the building for illustrative purposes of the character and approximate location of the Premises.

5. Lease Term and Options: We have discussed a minimum of an initial term of 5 to 10 years in length. 1220G prefers a length of ten years for better financing terms for construction funding. Rent would be on a triple net basis rent with fixed rent increases and an option to renew.
6. Permitted Use: For a brewery production/tasting facility by the Barrie Brewery along with small retail and offices to be rented by Landlord to compatible uses.
7. Assignment and Subletting: Tenant shall not assign, sublet or encumber its lease of the Premises without Landlord's prior written consent.
8. Anticipated Delivery Date/Commencement: Landlord is currently projecting the initial phase of the Project in its RFP response for the Fleet Garage could be opening in the 4th Quarter of 2017. However, this is conditional upon the Landlord being awarded the building for development and successfully completing the process of property transfer and renovations. Landlord intends to construct and deliver by a date that is mutually agreed upon, the Premises, (exclusive of tenant's furnishings and equipment) and the other common site areas required by code for Tenant's occupancy.
9. Rent:
 - (a) Base Rent: Base rent has been potentially projected as \$0.75-\$1.00/sf/month, assuming overall renovation costs of approximately \$1,700,000.
 - (b) Additional Rent:
 - (i) Operating Expenses:

Landlord has estimated the building operating expenses based on industry standards at approximately \$3.00/sq. ft. for expenses and \$2.00/sq. ft. for real estate taxes. Tenant and Landlord shall mutually agree upon what level of services Landlord shall provide to Tenant during the lease for Tenant's occupancy.
 - (ii) Tenant shall pay sales taxes.
 - (iii) Insurance: Tenant shall procure its expense and maintain insurance for the damage/replacement of their furnishings, equipment, supplies, business loss, commercial liabilities and any worker's compensation as required by applicable law.

10. **Tenant Improvement Construction:** The Tenant shall be given a Tenant Improvement Allowance by Landlord to cover the costs up to this amount for all Tenant's interior improvements. 1220G has estimated an allowance of \$237,000 and potential overall interior improvements for tenant space of \$300,000 to \$500,000 based on a preliminary plan by Content Architecture. Funds of the Tenant Improvement Allowance shall be available to the Tenant for the design fees, engineering fees, permits, installation and construction of interior improvements of tenant areas. To the extent that the total cost of the Tenant interior improvements exceeds the Landlord's Tenant Improvement Allowance, the Tenant shall be responsible to pay such excess costs.
11. **Sustainable Provisions:** Landlord anticipates incorporating into the project to sustainable elements. Tenant agrees to voluntarily incorporate sustainable elements where possible for their space to support a project goal for a sustainable neighborhood.
12. **Common Area Construction:** Landlord intends to construct the common areas of the Project, including parking and landscape to achieve the Anticipated Delivery Date for Tenant's occupancy. As part of the 1220G Development potential renovation of the Fleet Garage as part of the Power District, Landlord may be constructing other elements of the Project concurrently with the construction of the Tenant's Premises, as well as potentially during the period of the Lease. Tenant and Landlord shall, endeavor to mutually agree upon, cooperation to assist Landlord in completing its plan for the Power District as awarded.
13. **Signage:** Landlord shall provide signage on the building and use its reasonable best efforts to seek approval for exterior building signage from the local jurisdiction
14. **Financial Status of Tenant:** Not later than upon mutual execution of this Letter of Interest, Tenant will provide to Landlord financial statements of Tenant or other evidence of the financial status of Tenant acceptable to Landlord.
15. **Lease Guaranty:** Tenant may be required to provide a guaranty of Tenant's obligations under this Lease from an entity acceptable to Landlord for financing purposes. Tenant and Landlord will mutually agree to a proposed guarantor, if necessary.
16. **Brokerage:** Landlord and Tenant acknowledge that there is NOT a broker involved.
17. **Contingencies:** Landlord and Tenant agree that Tenant's interest in locating at Power District is the location and characteristic of the Power District project discussed with Landlord. Tenant and Landlord shall work to establish mutual time-related benchmarks requiring Landlord and Tenant to achieve certain progress by certain dates to achieve a mutual timeline for occupancy.

18. Confidentiality: Landlord and Tenant agree to keep this letter and any related discussions confidential and shall not disclose this matter or any potential lease to unrelated parties, except as necessary for Landlord to submit acknowledgement of its existence in the RFP process.
19. Non-Binding agreement: It is understood and agreed that this letter is merely a non-binding summary of proposed understanding between 1220G Development and Barrie Brewing Company. No legal obligations shall arise against either party except, as set forth in an executed agreement signed by both parties. Notwithstanding any provision of this letter to the contrary, it is understood that neither Landlord nor Tenant shall be legally bound to the other due to this letter, nor shall any rights, liabilities or obligations arise as a result of this letter. The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed future lease arrangement with Barrie Brewing Company at the Power District which will be the subject of further conversations after an award for development under the RFP process.

If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,



James Izzo
President

Confirmed by:

Barrie Brewing Company

Printed Name

Date: _____

18. Confidentiality: Landlord and Tenant agree to keep this letter and any related discussions confidential and shall not disclose this matter or any potential lease to unrelated parties, except as necessary for Landlord to submit acknowledgement of its existence in the RFP process.
19. Non-Binding agreement: It is understood and agreed that this letter is merely a non-binding summary of proposed understanding between 1220G Development and Barrie Brewing Company. No legal obligations shall arise against either party except, as set forth in an executed agreement signed by both parties. Notwithstanding any provision of this letter to the contrary, it is understood that neither Landlord nor Tenant shall be legally bound to the other due to this letter, nor shall any rights, liabilities or obligations arise as a result of this letter. The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed future lease arrangement with Barrie Brewing Company at the Power District which will be the subject of further conversations after an award for development under the RFP process.

If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,



James Izzo
President

Confirmed by:



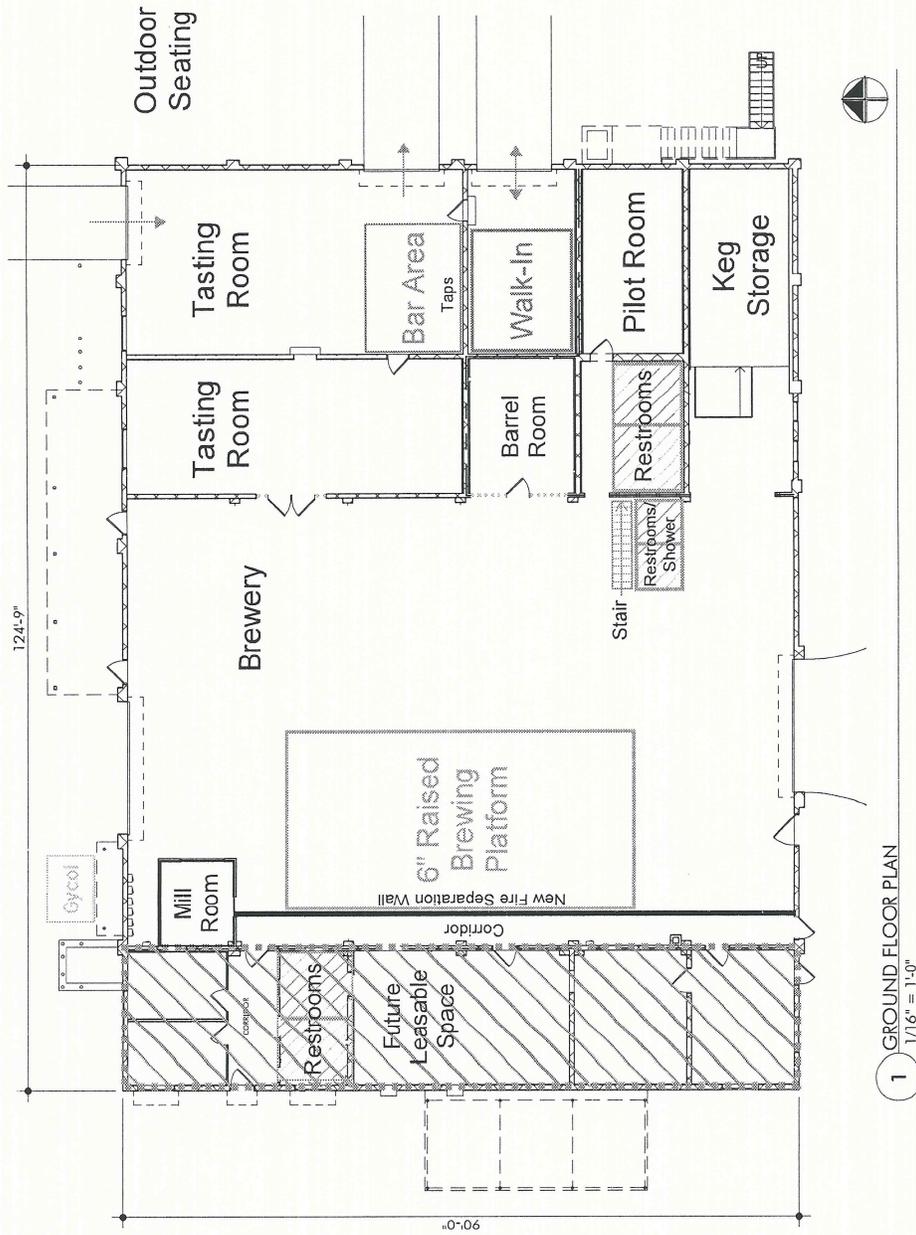
Barrie Brewing Company

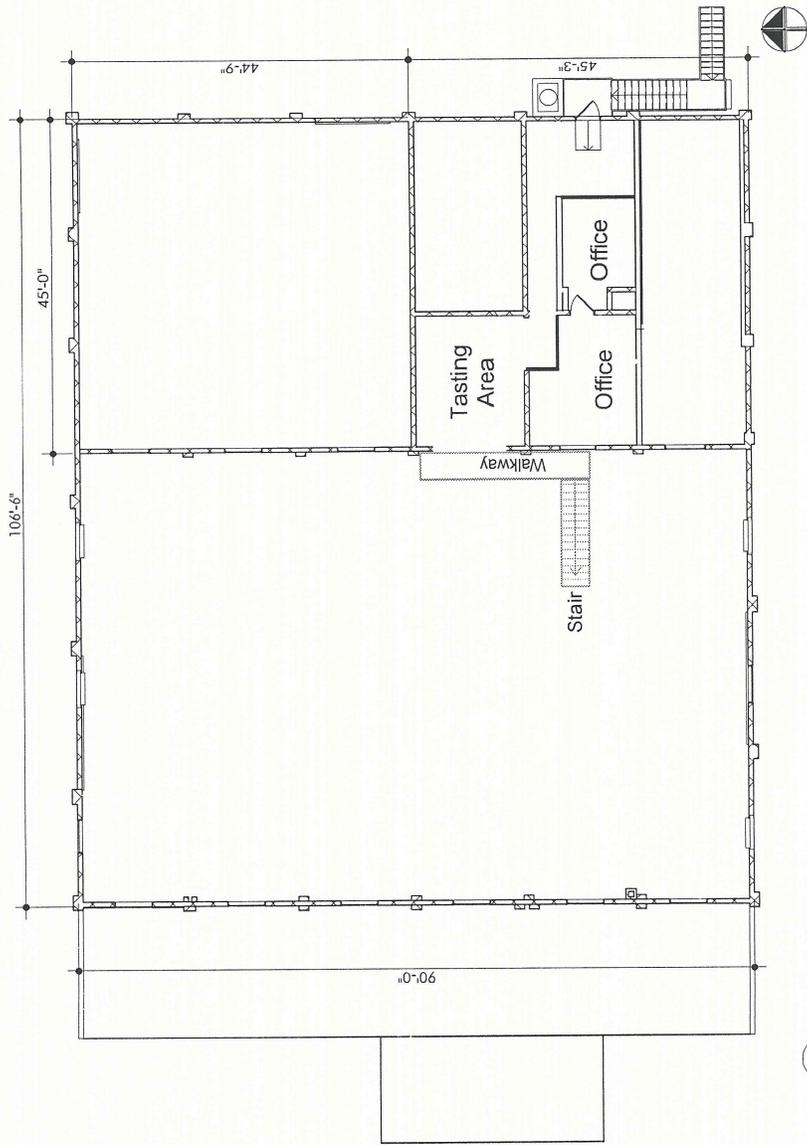
Brittny Barrie

Printed Name

Date: 1/17/17

Exhibit A





1 MEZZANINE PLAN
1/16" = 1'-0"



bndr, llc. FL# AA26003354
<http://bndrd.com>
4011 NW 43rd Street, Suite B
Gainesville, FL 32606
352-682-4986
fax: 866-317-2322

April 13, 2017

James Izzo, President 1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

We are writing to express our interest in being a part of your group's plan for the Power District area. We are following up on our recent meeting and discussions with you regarding your conceptual planning for the Invitation to Negotiate process. We appreciate the emphasis on local business, design, and concept in your plans. We appreciate the opportunity to affect the outcome in this important development. We appreciate your emphasis on reuse, sustainability amenities and community inclusion in form, shape and size of available space.

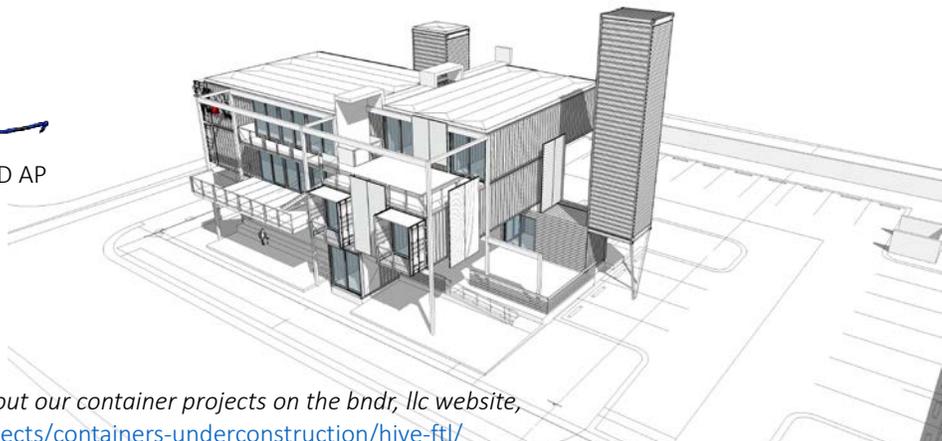
We are very interested in your idea to keep the project focused on local businesses and residents. Architecture, design, art, as contributors to innovation and economic development will fit well with your vision to make this a project for Gainesville's needs and to connect an important area between Downtown, Depot Park and Gainesville's East Side. Your consideration of the economics to keep the character of the area affordable to locals is very important to us. We believe that small interesting, local money can add up to big money but big money is only that, big money. We are skeptical of any project that embraces the Power District project as a singular development and rejects the benefit that phased, organic, ground up, locally driven innovation can bring to a place. A place that is not anywhere but Gainesville.

We are an architecture and development business specializing the up-cycling of shipping containers for commercial and residential building. We see the opportunity to develop in the Power District as beneficial to our success. We appreciate that your plan, as conceived with Perkins + Will, an innovative corporate firm, includes a place for containers. We are ready to help develop this concept further utilizing lessons learned from projects here in Gainesville and other Florida communities. I bring with me the development strength of two client investors working with me to develop retail/commercial, multi-family (including work-force) housing and single family projects.

We wish you success. If your firm should be successful and be awarded the selected Developer for the overall development of the Power District, our company is committed to develop space in the District.

Sincerely,

Stephen D. Bender, AIA, LEED AP
Florida License AR94748
352-682-4986 Mobile
866-317-2322 Fax



You can find information about our container projects on the bndr, llc website,
<http://www.bndrd.com/projects/containers-underconstruction/hive-ftl/>

April 4, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Dear James,

This letter is to express our interest and support in your plan for the Power District area. We are following up on our recent discussions regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans.

It is our understanding that your project will focus on local businesses and residents. We believe your vision to create a unique and vibrant area between Downtown and Depot Park could provide an attractive location for our company to mature and attract local talent.

Current Kinetics was founded in Gainesville, FL and develops marine hydrokinetic (MHK) turbine technology to generate renewable energy from the Gulf Stream. We are growing quickly and see the opportunity of locating into the Power District as beneficial to our success.

Should your firm be successfully awarded as the selected Developer for the overall development of the Power District, our company is interested in moving forward with a commitment to occupy space in the District.

Sincerely,



John Sninsky
Chief Executive Officer
Current Kinetics LLC

Power District Development Letter of Interest

Elestial Sound, INC
Davis@elestialsound.com
MTDH, LLC
MTDHLLC@gmail.com
1705 NE 16th Avenue
Gainesville, FL 32601

Dear James Izzo,

This letter has been prepared by MTDH, LLC, Elestial Sound, INC and Humble Wood Fire, LLC in regards to The Power District Redevelopment Plan in Gainesville, FL. Our organizations, in partnership with a local Brewmaster, are interested in developing the “Fleet Garage” located on the west edge of the power district. Our interests include a Restaurant and Micro Brewery as well as a multipurpose event space and possible further development of the surrounding site. We hope to purchase the fleet garage parcel of property and develop the building and property site into a vibrant ‘art centric’ brewpub that would serve as a point of first contact for power district visitors as they enter the 15 acres of future business district. We have an interest in the potential of developing the property further with possible structures while maintaining as much parking as possible.

Our companies are local to Gainesville, FL and work in property development, events, creative media, and food service. Humble Wood Fire is a local wood fired pizza business in operation since 2012 and have multiple food truck operations. Brett Ader, owner of Humble Wood Fire, is in search of a brick and mortar facility and would be the restaurant element of the development. Elestial Sound is a local creative media agency with a focus on events, art installation and music and would provide the space with atmosphere and event management. MTDH is a property management and development company located in Gainesville, FL and would be in charge of rehabilitation and remodeling of the facility.

We have included basic renders of our vision for the facility and would love to be included in the ongoing development of the area. Our ideas and ambition for the space are only limited by what the future zoning would allow for the area, however some of our other projects include expansion of our shipping container artist studios (renders included) and alternative fuel and biodiesel production and sales.

Thank you for your consideration and we look forward to future conversations.

Sincerely,
Davis Hart
904-540-9443

Renders:

Fleet Garage Brewpub 1-6

Artist Studios Under Construction 7-11



Renders:
Fleet Garage Brewpub 1-6
Artist Studios Under Construction 7-11



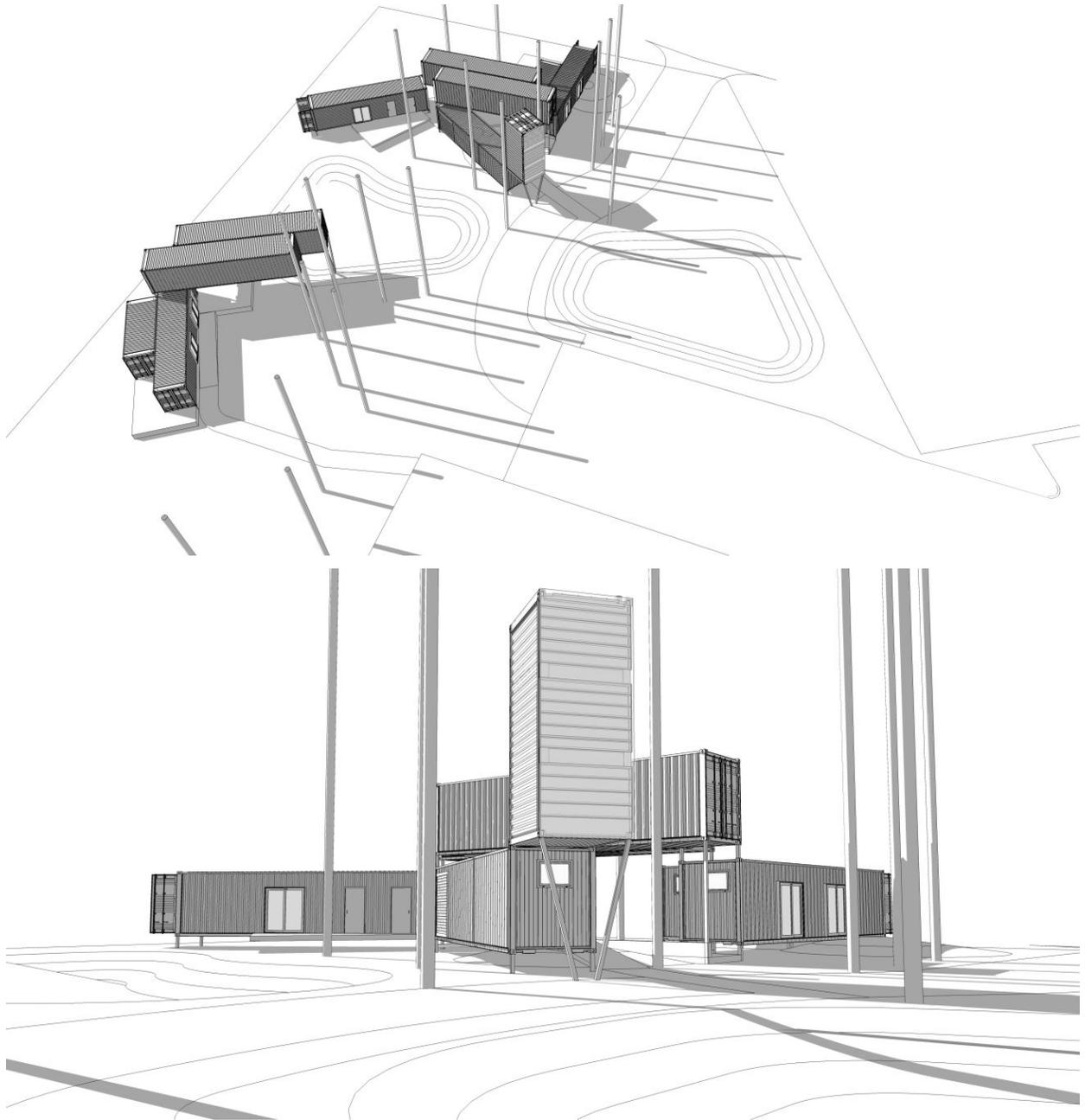
Renders:
Fleet Garage Brewpub 1-6
Artist Studios Under Construction 7-11



Renders:

Fleet Garage Brewpub 1-6

Artist Studios Under Construction 7-11



Renders:
Fleet Garage Brewpub 1-6
Artist Studios Under Construction 7-11



April 10, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

I would like to express interest in our farm, The Family Garden, being a part of your plan for the Power District area. I am following up on our discussion regarding your plan for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans.

I think your vision for a mixed-use development that focuses on local businesses and Gainesville residents is exciting. I believe it will be a positive addition to Gainesville especially for being so close to our farm. Our farm would fit well into your vision of connecting downtown Gainesville with Depot Park, providing us a space to access the very important retail sales our farm needs to be a success. I appreciate your consideration as well, to keep the project affordable for small businesses like ours to be able to truly keep the local character of this beautiful part of Gainesville intact.

Last year, our farm relocated from Bell, FL to Southeast Gainesville in part to try to reach more customers through retail sales and be closer to customers we serve. Our farm operates to grow affordable certified organic produce for our customers, while maintaining a good job environment and living wages to our employees. We participate in the Alachua County Farmers Market, sell to local restaurants, Wards Grocery store, and a few small regional distributors. We run the largest CSA (community supported agriculture) program in Alachua County, providing organic vegetables and fruit to 280 families each week. Our long-term goal is to transition more of our products towards local retail, direct to consumer sales. I believe having a farm stand at the Power District market will help us reach that goal.

If your company is awarded as the selected developer for the overall development of the Power District, our farm is interested in securing a space at the Power District.

Sincerely,

Jordan Brown

The Family Garden

www.thefamilygardencsa.com

The Sequential Artists Workshop (SAW)
435 S. Main St #2
Gainesville, FL , 32601
sequentialartistsworkshop.org
thesaw@sequentialartistsworkshop.org

April 13, 2017

Re: 1220 G/Colliers

To Whom It May Concern:



1220G/Colliers

I just took a mini-tour of the power district buildings with James Izzo and I want to say those spaces are so exciting! I want to express my support for their plan to develop the Power District / GRU buildings in the near future.

As we all know, Gainesville, has a thriving community of people who, when brought together, accomplish great, valuable things for all. The recent success of Bo Diddley Square, Depot Park (and the attached Boxcar / Depot space) has shown that people love to go to the places that are built to their needs.

I see 1220G and James Izzo et al as having a vision that serves Gainesvillians. They have a plan to build a series of spaces and organizations and to incorporate the character and the local people while keeping in mind the economics of the area, and of the city at large.

As we see UF developing more and more of the midtown area, (a mixed blessing, in many ways) it is important to maintain the downtown as a balancing and stabilizing (and sometimes cooperative) force and individual entity.

I love downtown. I've had offers to move my business out to Waldo Road, or to NE 16th ave, when really I'd like to be where the human density is.

Let's turn those amazing empty buildings into places where people go to, and do things.

Thanks,

Tom Hart
Executive Director
Sequential Artists Workshop



April 10, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

I'm writing to follow up on our recent discussion regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville and formally express interest in being included in your plan for the redevelopment of the downtown Power District.

We are very interested in keeping the project focused on local businesses and residents, as well as repurposing the existing buildings to retain as much of their historical character and aesthetic as possible. We believe our business would fit well with your vision to make this a project for Gainesville's needs and to connect an important area between downtown and Depot Park. Your consideration of the economics to keep the character of the area affordable to locals is also very important to us.

Established in 2012, we were the first business in town to offer artisan wood fired pizza and among the first food trucks in the city. As a catering company with multiple food trucks offering a high quality and unique product with years of exposure in and around Gainesville we recognize that the opportunity to establish a fixed location within the Power District would be beneficial to our continued growth and success.

Should your firm be successfully awarded as the selected Developer for the overall development of the Power District, our company interested in moving forward with a commitment to occupying space in the District.

Best,

Brett Ader
Owner/Operator



April 5, 2017

Richard Dreher
M2 Battle Sports
Gainesville, FL

Re: Letter of Interest for a Proposed Future Lease by and between 1220G ("1220G") and M2 Battle Sports ("M2") at Power District, Gainesville, FL ("Project")

Dear Richard,

The purpose of this letter is to follow up on our recent discussions regarding M2 Battle Sports interest in the leasing space in the Power District project in Gainesville, FL. We offer this non-binding Letter of Interest as an understanding of the potential outline of our discussions of a possible future lease that would fulfill your space requirements in the District. Our firm is responding to the Invitation to Negotiate by the Gainesville Community Redevelopment Agency, City of Gainesville and Gainesville Regional Utilities, which the surface parking area on the southern side of Depot Avenue is a part. Should our firm be successfully awarded as a selected Developer for the development of this portion of the Power District, 1220G is interested in moving forward with leasing space to Company. We propose to memorialize for our mutual understanding of the basic items we have been discussing described below.

1. Project: The Power District is a mixed-use development located in Alachua County, Florida in the downtown area of Gainesville, FL. The development is of the property or portions thereof is being offered the City's ITN process to award development for the surface parking area on the southern side of Depot Avenue and other portions of the land area owned by GRU and the City of Gainesville.
2. Landlord: 1220G.
3. Tenant: M2 Battle Sports.
4. Premises: Approximately One Thousand Five hundred (1,500) square feet of space located in the relocated mobile trailer, a shipping container storage unit and special use of a portion of the surface parking area on the southern side of Depot Avenue. Attached hereto as **Exhibit A** is a current potential use plan for the building for illustrative purposes of the character and approximate location of the Premises.

5. **Lease Term and Options:** We have discussed a minimum 10 years in length. 1220G prefers a length of ten years for better financing terms for the project. Rent would be on percentage rent basis with a base minimum and an option to renew.
6. **Permitted Use:** For an outdoor laser tag game area and associated open air covered deck facility for events along with a shipping container storage unit to be compatible uses. Tenant and Landlord shall work cooperatively to seek appropriate local government approval for Tenant's business use, as necessary.
7. **Assignment and Subletting:** Tenant shall not assign, sublet or encumber its lease of the Premises without Landlord's prior written consent.
8. **Anticipated Delivery Date/Commencement:** Landlord is currently projecting the initial phase of the Project in its ITN response could be opening in the end of 1st Quarter of 2018. However, this is conditional upon the Landlord being awarded the building for development and successfully completing the process of property transfer and renovations/construction based upon the current schedule of the ITN. Landlord intends to construct and deliver by a date that is mutually agreed upon, the Premises, (exclusive of tenant's furnishings and equipment) and the other common site areas required by code for Tenant's occupancy.
9. **Rent:**
 - (a) **Base Rent:** Base rent shall be determined based on a percentage of sales with base minimum monthly equivalent to Additional Rent for operating expenses.
 - (b) **Additional Rent:**
 - (i) **Operating Expenses:**
Tenant shall pay operating expenses based on actual costs for utilities, insurance expenses and for real estate taxes.
 - (ii) **Tenant shall pay sales taxes.**
 - (iii) **Insurance:** Tenant shall procure its expense and maintain insurance for the damage/replacement of their furnishings, equipment, supplies, business loss, commercial liabilities and any worker's compensation as required by applicable law.

10. **Tenant Improvement Construction:** The Tenant shall be given a Tenant Improvement Allowance by Landlord to cover the costs up to this amount for Tenant's construction of interior modifications to mobile trailer, open air covered deck area improvements and purchase of used shipping container storage unit. Funds of the Tenant Improvement Allowance shall be available to the Tenant for the design fees, engineering fees, permits, installation and construction of improvements of tenant areas but shall not include any construction of Tenant's outdoor event area. To the extent that the total cost of the Tenant improvements exceeds the Landlord's Tenant Improvement Allowance, the Tenant shall be responsible to pay such excess costs.
11. **Sustainable Provisions:** Landlord anticipates incorporating into the project to sustainable elements. Tenant agrees to voluntarily incorporate sustainable elements where possible for their space to support a project goal for a sustainable neighborhood.
12. **Common Area Construction:** Landlord intends to construct the common areas of the Project, including parking and landscape to achieve the Anticipated Delivery Date for Tenant's occupancy. As part of the 1220G development potential of the Power District, Landlord may be constructing other elements of the Project concurrently with the construction of the Tenant's Premises, as well as potentially during the period of the Lease. Tenant and Landlord shall, endeavor to mutually agree upon, cooperation to assist Landlord in completing its plan for the Power District as awarded.
13. **Signage:** Landlord shall provide signage on the building and use its reasonable best efforts to seek approval for exterior building signage from the local jurisdiction.
14. **Parking:** Tenant shall be able to use non-exclusively the remaining area of the paved surface area as shared parking for its use subject to parking needs during peak times for other uses on parcels on the northern side of Depot Avenue. Parking area will be lighted for night time use.
15. **Financial Status of Tenant:** Not later than upon mutual execution of this Letter of Interest, Tenant will provide to Landlord financial statements of Tenant or other evidence of the financial status of Tenant acceptable to Landlord.
16. **Lease Guaranty:** Tenant may be required to provide a guaranty of Tenant's obligations under this Lease from an entity acceptable to Landlord for financing purposes. Tenant and Landlord will mutually agree to a proposed guarantor, if necessary.
17. **Brokerage:** Landlord and Tenant acknowledge that there is NOT a broker involved.

- 18. Contingencies: Landlord and Tenant agree that Tenant's interest in locating at Power District is the location and characteristic of the Power District project discussed with Landlord. Tenant and Landlord shall work to establish mutual time-related benchmarks requiring Landlord and Tenant to achieve certain progress by certain dates to achieve a mutual timeline for occupancy.

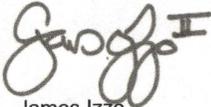
- 19. Confidentiality: Landlord and Tenant agree to keep this letter and any related discussions confidential and shall not disclose this matter or any potential lease to unrelated parties, except as necessary for Landlord to submit acknowledgement of its existence in the ITN process.

- 20. Non-Binding agreement: It is understood and agreed that this letter is merely a non-binding summary of proposed understanding between 1220G and Company. No legal obligations shall arise against either party except, as set forth in an executed agreement signed by both parties. Notwithstanding any provision of this letter to the contrary, it is understood that neither Landlord nor Tenant shall be legally bound to the other due to this letter, nor shall any rights, liabilities or obligations arise as a result of this letter. The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed future lease arrangement with M2 Battle Sports at the Power District which will be the subject of further conversations after an award for development under the RFP process.

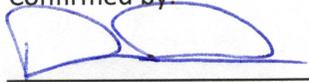
If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,

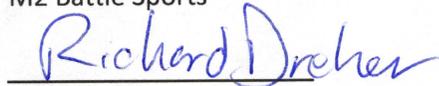


James Izzo
President

Confirmed by:

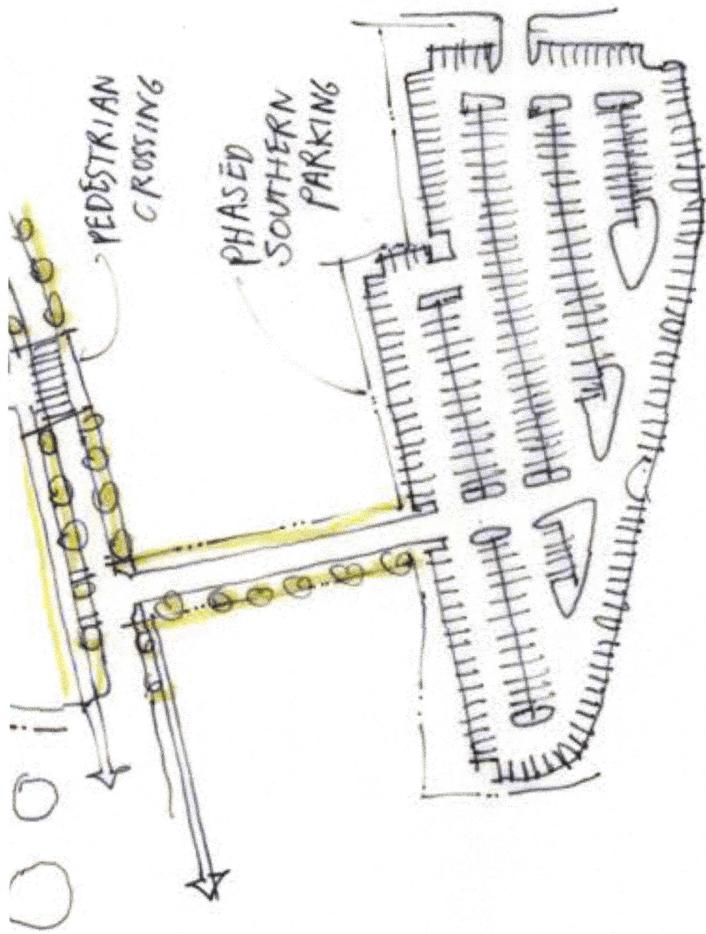


M2 Battle Sports



Printed Name

Date: 4/17/17



April 13, 2017

James Izzo, President
1220G
3324 W. University Avenue #267
Gainesville FL 32607

Dear Mr. Izzo,

Please consider this my endorsement and a letter of interest for 1220G in the redevelopment of the Power District. Every now and then, we as a community, are positioned with a unique opportunity to set an initiative of purpose and intention towards our future with present moment choices. When these moments are stimulated with collaborative brilliance, inclusion, and diversity and are aligned with actionable strategies; these become humanity's greatest progressive movements. The time for this in Gainesville is here and it is now! The Power District Plan is a call to action and has been answered by committed entrepreneurs stacked with visionaries, creatives, engineers, educators, and builders! If not for this networked energy of professionals connected by the prospect of a forward charge, we, the future would be left standing alone to figure out and test the market's path for success.

The Power District Plan offers a collective ideal of togetherness, where we all can achieve. In this design, we recognize the power of a village required to raise just one child. The Phenom Academy, its residential board, supporters, partners, parents, and its student body of kindergarteners through twelfth graders believe that in this set environment, our young phenom(s) can aspire to realize any goal they dream. They won't have to leave Gainesville to achieve, they can realize their golden potential right here!

The Phenom Academy is a year-round education and talent development platform that cultivates the balance of success between academic excellence and competitive edge in the areas of sports, performing arts, and STEM programs.

The Phenom Academy has been in search of its global headquarters to seed its roots. The Power District meets standards that are parallel to the expectations we set for our phenomenal students and their families. Not only do we approve the environment of the power district to nest our most beloved future, we see the plan of the Power District as an innovative and desirable recruiter of families from our global outreach territories.

Sincerely,

Elena Borneman

Letter of Interest

17 April 2017



Attn: Jim Izzo
1220G, 3324 W. University Avenue #267
Re: Letter of Interest, Gainesville Power
District

Dear Mr. Izzo,

“**Shrewd Brewcraft,**” is excited to submit this letter of interest to establish its locally owned brewery in Gainesville’s Power District as part of the City of Gainesville’s partnership with 1220G. We’ve enjoyed our ongoing dialogue and look forward to the opportunity to work with you on this development.

We are seeking 7,000-10,000 SF to build our space. This space will allow us to design and create high quality craft beverages for local consumption as well as limited distribution in Florida. It will also allow us space to grow as we expand our model. We plan to employ 15-20 skilled workers within our first 4 year plan, and see various different opportunities to collaborate with other small businesses and communities in the surrounding downtown area. We also share the belief that Gainesville needs a common gathering space for its various entrepreneurial communities, and we believe that our space, operated by experienced local entrepreneurs and creators in Gainesville, will help contribute to these spaces and help retain Gainesville’s young workforce.

Please let us know if you have any questions. We look forward to working and celebrating with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua Javaheri". The signature is fluid and cursive, with a large loop at the end.

Joshua Javaheri, President Shrewd Brewcraft

April 14, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

The purpose of this letter is to express my interest in being a part of your plan for the Power District area. I am following up on our recent discussions regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans.

I am very interested in your idea to keep the project focused on local businesses and residents. My business, I believe would fit well with your vision to make this a project for Gainesville's needs and to connect an important area between Downtown and Depot Park. Your consideration of the economics to keep the character of the area affordable to locals is important to me.

My business is a community metal shop, which aims to give adults access to metalworking equipment and classes, with an artistic and functional focus. I see the opportunity of locating within the Power District as beneficial to this business's success.

Should your firm be successfully awarded as the selected Developer for the overall development of the Power District, my company is interested in moving forward with a commitment to occupying space in the District.

Sincerely,

Leslie Tharp



April 5, 2017

Mike Palmer
The Knot, LLC
Gainesville, FL

Re: Letter of Interest for a Proposed Future Lease by and between 1220G ("1220G") and Company ("The Knot") at Power District, Gainesville, FL ("Project")

Dear Mike,

The purpose of this letter is to follow up on our recent discussions regarding your fitness facility's interest in the leasing space in the Power District project in Gainesville, FL. We offer this non-binding Letter of Interest as an understanding of the potential outline of our discussions of a possible future lease that would fulfill your space requirements in the District. Our firm is responding to the Invitation to Negotiate by the Gainesville Community Redevelopment Agency, City of Gainesville and Gainesville Regional Utilities, which the new building we have discussed is a part. Should our firm be successfully awarded as a selected Developer for the development of this portion of the Power District, 1220G is interested in moving forward with leasing space in a newly constructed building to The Knot, LLC. We propose to memorialize for our mutual understanding of the basic items we have been discussing described below.

1. Project: The Power District is a mixed-use development located in Alachua County, Florida in the downtown area of Gainesville, FL. The development is of the property or portions thereof is being offered through City of Gainesville ITN process to award development for the portions of the land area owned by GRU and the City of Gainesville adjacent to the Kelly Power Plant and GRU Administration building.
2. Landlord: 1220G.
3. Tenant: The Knot, LLC.
4. Premises: Approximately eleven thousand four hundred (11,400) square feet of space, with 24-40 feet in height, located in a new building to be constructed on the open parking area between 5th Avenue, 7th Street and Depot Avenue. An additional area of approximately three thousand nine hundred (3,900) square feet of contiguous space, 60 feet in height, shall be an optional increase to the size of the building by mutual agreement of Tenant and Landlord but not included in the Premises at this time.

Attached hereto as **Exhibit A** is a current potential use plan for the building for illustrative purposes of the character and approximate location of the Premises.

5. Lease Term and Options: We have discussed a minimum initial term 10 years in length. A length of ten years is preferred for better financing terms for construction funding. Rent would be on a triple net basis rent with fixed rent increases and an option to renew.
6. Permitted Use: For a fitness facility by the Knot primarily for indoor rock climbing activities along with other compatible uses, such as yoga, weight training, retail for rock climbing gear, physical therapy and associated locker room areas.
7. Assignment and Subletting: Tenant shall not assign, sublet or encumber its lease of the Premises without Landlord's prior written consent.
8. Anticipated Delivery Date/Commencement: Landlord is currently projecting the initial phase of the Project in its ITN response could be opening in the end of 1st Quarter of 2018. However, this is conditional upon the Landlord being awarded the building for development and successfully completing the process of property transfer and renovations/construction based upon the current schedule of the ITN. Landlord intends to construct and deliver by a date that is mutually agreed upon, the Premises, (exclusive of tenant's furnishings and equipment) and the other common site areas required by code for Tenant's occupancy.
9. Rent:
 - (a) Base Rent: Base rent shall be determined assuming overall development costs of approximately \$1,300,000 - \$1,400,000 depending on cost of land.
 - (b) Additional Rent:
 - (i) Operating Expenses:

Landlord shall estimate the building operating expenses based on industry standards for expenses and for real estate taxes. Tenant and Landlord shall mutually agree upon services Landlord shall provide to Tenant during the lease for Tenant's occupancy.
 - (ii) Tenant shall pay sales taxes.
 - (iii) Insurance: Tenant shall procure its expense and maintain insurance for the damage/replacement of their furnishings, equipment, supplies, business

loss, commercial liabilities and any worker's compensation as required by applicable law.

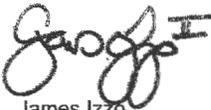
10. **Tenant Improvement Construction:** The Tenant shall be given a Tenant Improvement Allowance by Landlord to cover the costs up to this amount for Tenant's interior improvements associated with build out of retail, locker rooms, yoga studio, physical therapy room, weight training area and front check-in. However, shall not include equipment for these areas. Funds of the Tenant Improvement Allowance shall be available to the Tenant for the design fees, engineering fees, permits, installation and construction of interior improvements of tenant areas. To the extent that the total cost of the Tenant interior improvements exceeds the Landlord's Tenant Improvement Allowance, the Tenant shall be responsible to pay such excess costs.
11. **Sustainable Provisions:** Landlord anticipates incorporating into the project to sustainable elements. Tenant agrees to voluntarily incorporate sustainable elements where possible for their space to support a project goal for a sustainable neighborhood.
12. **Common Area Construction:** Landlord intends to construct the common areas of the Project, including parking and landscape to achieve the Anticipated Delivery Date for Tenant's occupancy. As part of the 1220G development potential of the Power District, Landlord may be constructing other elements of the Project concurrently with the construction of the Tenant's Premises, as well as potentially during the period of the Lease. Tenant and Landlord shall, endeavor to mutually agree upon, cooperation to assist Landlord in completing its plan for the Power District as awarded.
13. **Parking:** Landlord intends to develop the surface parking area with other compatible buildings of size and character. As part of its development phasing it is anticipated that surface and street parking will be available to Tenant during the term of the lease in areas mutually agreed to by both parties.
14. **Signage:** Landlord shall provide signage on the building and use its reasonable best efforts to seek approval for exterior building signage from the local jurisdiction
15. **Financial Status of Tenant:** Not later than upon mutual execution of this Letter of Interest, Tenant will provide to Landlord financial statements of Tenant or other evidence of the financial status of Tenant acceptable to Landlord.
16. **Lease Guaranty:** Tenant may be required to provide a guaranty of Tenant's obligations under this Lease from an entity acceptable to Landlord for financing purposes. Tenant and Landlord will mutually agree to a proposed guarantor, if necessary.

17. Brokerage: Landlord and Tenant acknowledge that there is NOT a broker involved.
18. Contingencies: Landlord and Tenant agree that Tenant's interest in locating at Power District is the location and characteristic of the Power District project discussed with Landlord. Tenant and Landlord shall work to establish mutual time-related benchmarks requiring Landlord and Tenant to achieve certain progress by certain dates to achieve a mutual timeline for occupancy.
19. Confidentiality: Landlord and Tenant agree to keep this letter and any related discussions confidential and shall not disclose this matter or any potential lease to unrelated parties, except as necessary for Landlord to submit acknowledgement of its existence in the RFP process.
20. Non-Binding agreement: It is understood and agreed that this letter is merely a non-binding summary of proposed understanding between 1220G and Company. No legal obligations shall arise against either party except, as set forth in an executed agreement signed by both parties. Notwithstanding any provision of this letter to the contrary, it is understood that neither Landlord nor Tenant shall be legally bound to the other due to this letter, nor shall any rights, liabilities or obligations arise as a result of this letter. The current discussions are preliminary and may be terminated at any time by either party without liability, and neither party shall have any obligation to further pursue the lease transaction.

This Letter of Interest summarizes our understanding of general discussions of a proposed future lease arrangement with Company at the Power District which will be the subject of further conversations after an award for development under the ITN process.

If you concur with the above understanding, please acknowledge by signing in the space below and returning a copy. Should you have any questions please do not hesitate to contact me.

Sincerely,



James Izzo
President

Confirmed by:



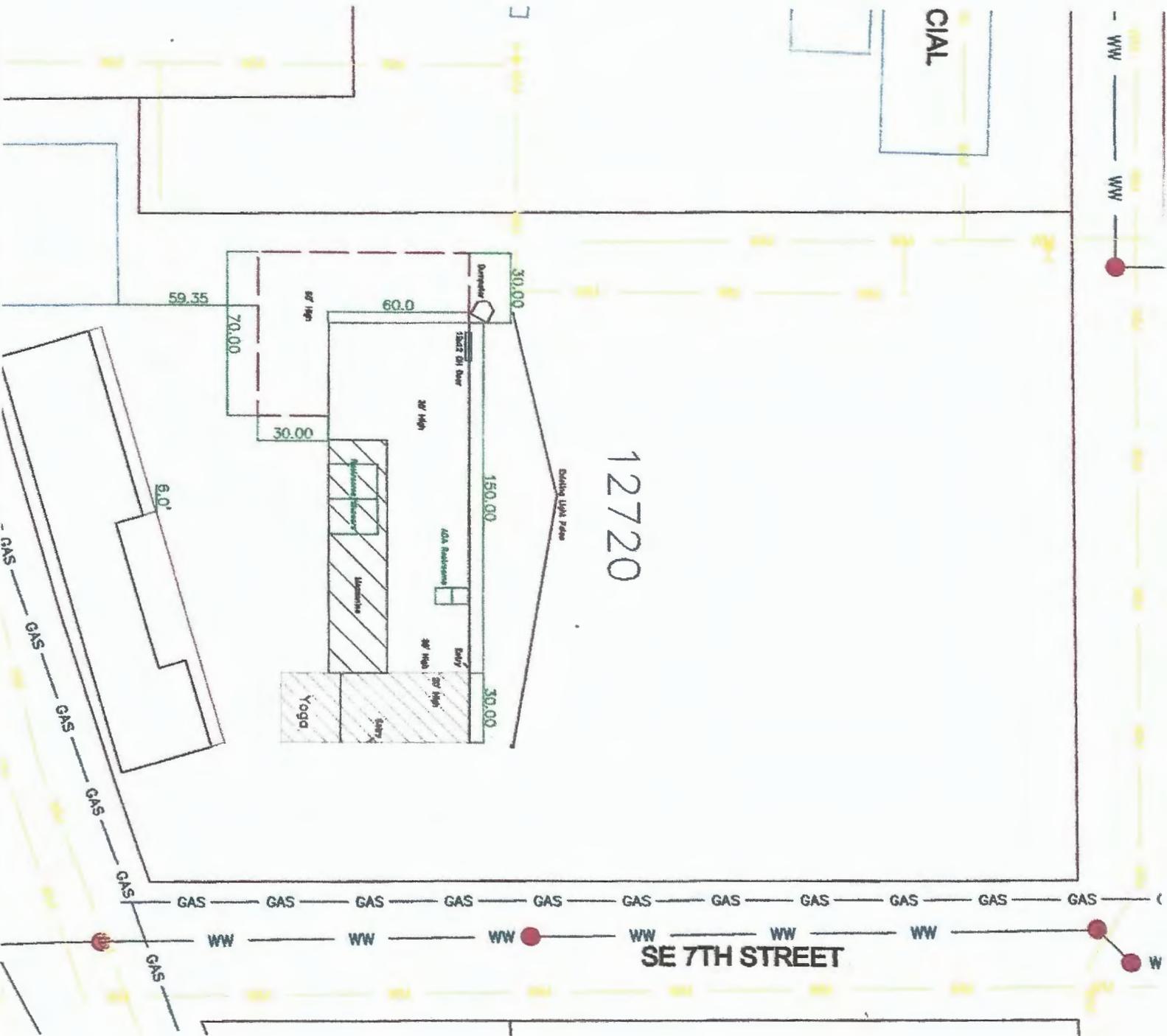
The Knot, LLC

Michael Palmer

Printed Name

Date: 4/13/17

Exhibit A





The Tech Toybox

Create. Build. Learn.

The Tech Toybox
2153 SE Hawthorne Rd
Gainesville, FL 32641
Phone: 352.474.8802
Email: info@fltechttoybox.org

April 12, 2017

James Izzo
1220G

Re: Collaboration Interest, Gainesville Power District

Dear Mr. Izzo,

It was great meeting with you several times over the last couple months to discuss your project and how we may be able to work together to make significant improvements to the downtown area. In addition to the diverse activities you are planning for the district, we are particularly interested in collaborating with the project to provide platforms for enhanced artist, maker and manufacturing support to the region.

Based on our discussions, I would like to provide this letter of interest for operating a maker space for introductory classes and activities. In a small space, we could provide a central platform that would be complimentary to the ongoing and planned activities with The Tech Toybox, Make.Work, and The Cade Museum. The Tech Toybox looks forward to operating a space in the power plant district in collaboration with other regional maker and artist groups. This would further enhance the variety of activities available in the region, and serve as a more public on-ramp for those who may be interested in the more advanced programs offered in the existing venues.

We look forward to working with your group in developing a robust, diverse destination. Please contact me with any questions.

Sincerely,

Mark Davidson
Founder, The Tech Toy Box, Inc.
Co-Founder, Make.Work, LLC

April 4, 2017

James Izzo
President
1220G
3324 W University Ave #267
Gainesville, FL 32607

Letter of Interest for Power District, Gainesville, FL

Dear James,

The purpose of this letter is to express our interest in being a part of your plan for the Power District area. We are following up on our recent discussions regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans.

We are very interested in your idea to keep the project focused on local businesses and residents. Our business we believe would fit well with your vision to make this a project for Gainesville's needs and to connect an important area between Downtown and Depot Park. Your consideration of the economics to keep the character of the area affordable to locals is important to us.

Our idea for the Gainesville community is to create a community wood workshop and tool library where people could hold memberships to access those spaces. Tool libraries are popping up across the country and provide community members with access to tools in the same manner as book libraries. Tools are expensive and most people cannot afford to purchase new tools on a regular basis simply to complete projects, or d-i-y tasks at home. Many people also don't have the space to be able to work on those projects, or lack the supervision or expertise to see the project through to completion. In our current consumer culture, we are constantly buying and throwing away things that could easily be fixed, improved, or made with access to tools, space, and knowledge. Programs like these help give access for artists to create work, and also empower our community to improve our homes, and our spaces around us.

The space in the power district could not be better for these projects and should your firm be successfully awarded as the selected Developer for the overall development of the Power District, our company interested in moving forward with a commitment to occupying space in the District.

Sincerely,

Oliver Klicker



Maya Velesko

maya.velesko@gmail.com

352.327.2456

April 5, 2017

James Izzo, President
1220G
3324 W. University Avenue #267
Gainesville FL 32607

Dear Mr. Izzo,

I am writing in regards to the City of Gainesville's Power District Redevelopment Plan. We are very keyed into the project and believe our own venture, a community food center, dovetails with the City's plans for a community led concept in regards to culture, food, and commerce leading a vibrant civic space.

The emphasis your firm's project plan has placed on building a regenerative and sustainable local neighborhood that provides discovery, education, innovation, and entrepreneurial enterprise aligns with our vision, specifically in regards to the value placed on a sharing economy, equitable development, and social cohesion in our community.

Working Food would appreciate the chance to co-activate the Power District with 1220G, in particular Building F and your vision for retail aspects which reference food and entrepreneurs, including restaurants, food trucks, and vendor RMUs. An important activity of our center is to cultivate and promote tenants to fill those commercial spaces, and I see a real opportunity for synergy. I look forward to potentially contracting with 1220G for market stalls and retail outlets to fledge our entrepreneurs as well as kitchen time for demonstrations and programming.

Sincerely yours,

Maya Velesko

April 4, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Letter of Interest for Power District, Gainesville, FL

Dear James,

The purpose of this letter is to express our interest in being a part of your plan for the Power District area. We are following up on our recent discussions regarding your conceptual planning for the Invitation to Negotiate process with the City of Gainesville to incorporate community input into your plans.

We are very interested in your idea to keep the project focused on local businesses and residents. Our business we believe would fit well with your vision to make this a project for Gainesville's needs and to connect an important area between Downtown and Depot Park. Your consideration of the economics to keep the character of the area affordable to locals is important to us.

Our business is a small dog training business and sees the opportunity of locating into the Power District as beneficial to our success.

Should your firm be successfully awarded as the selected Developer for the overall development of the Power District, our company is interested in moving forward with a commitment to occupying space in the District.

Sincerely,

Jenny Higgins
PUPS Gainesville, LLC., Owner

Public Benefits

Letters of Support



"The world is so full of a number of things, I'm sure we should all be as happy as kings" - R. L. Stevenson

James Izzo
1220G
3324 W. University Ave #267
Gainesville, FL 32607

April 11, 2017

I would like to express my support for 1220G/Collier's plan to develop the Power District.

When I returned from Vietnam to Gainesville in 1970, I soon realized that might best make my city a better place by working as a downtown activist and an arts activist. Since then I have been engaged in aggressive cooperation with both public and private enterprises in a continuing effort to make Gainesville a rich and diverse cultural location. I see the conscious development of the Power District as the next step in our long-held dream of making Gainesville a recognized cultural destination. The strides made since the City Commission saw fit to create a cultural affairs department speak for themselves. We are a cultural oasis, second to none in North Florida.

The transformation of the Power District in its prime location near the Cotton Club and the Cade Museum will diversify the cultural base and encourage new generations into the Arts and Sciences as befits a great city. A district of museums, performance spaces, restaurants, shops and studios would create jobs in a growing industry of entertainment, culture and tourism.

I know of four museums, two with attached performance spaces that are equipped and fully prepared to open in the Power District, and though we all feel the need to entertain, inspire and raise the level of discourse, I can speak only for my own. The Theatre of Memory is an interactive museum, more akin to a Curiosity Cabinet or a Wunderkammer. We will include a venue for performing arts and are partnering with the Music and Arts Program for Youth, Inc., a 501 (c) (3) non-profit educational organization dedicated to inspiring the children of underserved communities such as those around the Power District. Please help us all to take the next step in creating a more diverse and vibrant cultural community. Our shared vision is focused upon creating a unique place for Gainesville by keeping the Power District's core value and energetically making the community better for all.

Sincerely,

Wm Earl Hutchinson, Curator

Theatre of Memory Foundation Inc.

POB 357764 Gainesville, FL 32635 352.318.2633

A 501(c)(3) organization.



April 17, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Innovation Hub at UF
IMB #47
747 Southwest 2nd Avenue
Gainesville, FL 32601
352-294-0885

Re: Letter of Support for Power District, Gainesville, FL

Dear James,

This letter is to express our support for 1220G/Collier's community development concept for the Power District area. We are appreciative of your efforts to reach out to various organizations within Gainesville to seek input. This is an important part you have engaged in bringing inclusion into the process of creating a sense of place to connect an important area between the Downtown and Depot Park.

We are supportive of your concept to leverage resources that already exist in the community eco-system, such as the Florida Innovation Hub, to create uses for post-incubation companies to take the next step in their progress but stay connected to us nearby. Keeping the economics for space reasonable to allow for successful transition to a mature stage is an important part of the innovation eco-system. Your vision to bring together arts, culture, health, fitness, education, food and recreation with housing for an urban residential lifestyle is important to recruitment and retention of talented individuals and emerging innovative entrepreneurial enterprises.

We are interested the future of the District as a part of the developing eco-system, and should your 1220G/Collier team being successfully awarded as the selected master developer for the overall development of the Power District, we would look forward to supporting you and seeing its success in keeping with the above concept.

Sincerely,

Jane M. Muir RTTP | Director



747 SW 2nd Ave | IMB #47
Gainesville, FL 32601
Ph. 352-846-1646
jmuir@ufi.edu

Visit our [Website](#)

Connect on [Facebook](#) & [Twitter](#)



Kathleen Leavy, RN AP
Acupuncture & Chinese Herbs

Kathleenleavy.com

802 NW 23 AVE
Gainesville FL 32601
352 379 4618 office
Kathleen.leavy@gmail.com

Family Practice * Stroke Rehabilitation

4/12/17

James Izzo
1220G
3324 W. University Ave #267
Gainesville FL 32607

Hi James,

I really was inspired by meeting with you and hearing about the plans for the Gainesville Community Redevelopment Agency's "Daylighting of Sweetwater Branch Creek" project, and The Power District project. The ideas we spoke of were very exciting and I wanted to share some of the things I've thought about since.

In the realm of Chinese Medicine and the part it may play in this type of development, there are two schools of Chinese Medicine operating in Gainesville. Both schools have Herbology programs. There are many Chinese herbs growing in our area that are native and wild, or introduced as ornamentals. I hosted a Chinese herbalist a few years ago and he was amazed at the number of plants he recognized, he often asked when in a backyard "Who's herb garden is this?" A Chinese medicinal herb garden in the downtown area can be both beautiful and informative for the public and students of our two schools. Some of the plants can include Mimosa, Rose, Magnolia, Louqat, Japanese Privet, Onion, Garlic, Yarrow, all Citrus, and so many others. Signs can be placed informing people about their origins and uses. One of our local plants the Soap Nut tree has beautiful orange fruit that looks like Chinese Lanterns and could complement the Chinese Lantern exhibit that has been proposed. We used to have one on the University of Florida campus which was removed to make room for the nuclear plant. The tree was really spectacular when in fruit.

Other ideas include areas to practice and maybe instruction in Qi Gong or other Chinese exercises such as Tai Qi. In China these exercises are done in a natural environment such as a park, and attended by hundreds of people, often in the morning. Having a space, an instructor, and welcoming participants can bring many opportunities for local residents to include a safe gentle exercise program into their lives.



Kathleen Leavy, RN AP
Acupuncture & Chinese Herbs

Kathleenleavy.com

802 NW 23 AVE
Gainesville Fl 32601
352 379 4618 office
Kathleen.leavy@gmail.com

Family Practice * Stroke Rehabilitation

There is a nationwide application of an acupuncture model growing called “Community Acupuncture”. This model has many patients at once in a relaxed setting using reclining chairs who receive acupuncture on points which do not require disrobing such as hands, feet, or ear. The clinic operates often on a walk in basis with minimal charge like \$15- \$25. This type of clinic would be perfect for the area and would allow people to receive acupuncture who may not have the ability to pay a full price. We have people in our area committed to and providing community acupuncture who may be willing to provide this service in a location that would accommodate a large foot traffic such as this type of development. One clinic space could be shared with many acupuncturists for a low cost and it may help some of our new acupuncturists opportunity to work with low overhead and grow their private practices while providing low cost treatments to serve our community.

Gainesville has many active herbalists and there is an abundance of local herbs that are considered weeds. An herb garden for teaching people to recognize and how to safely use as food grade or medicinal herbs may be very popular. This type of garden would require little maintenance as they are very acclimated and happy to grow here. A small list might include sida, bidens, lyre leaf sage, usnea, passion flower, anamu, paw paw, there are dozens more. Herb gardens can also inform people of invasive dangerous species and educate the public on their removal. The University of Florida did have a medicinal herb garden on campus that is now overgrown. Botanists from University of Florida may be interested in reviving a local garden.

These ideas are just what came up when thinking about my area of expertise. There are so many exciting things that could be part of a great community center. Thanks for letting me make these suggestions.

Sincerely Kathleen Leavy RN AP

James Izzo
1220G
3324 W. University Ave #267
Gainesville, FL 32607

Dear Mr. Izzo,

I would like to express my support for 1220G/Collier's plan to develop the Power District.

By soliciting input and advice from the local community they have shown their commitment to sustainable practices and serving Gainesville's blooming eco-economy.

As both an employee of Repurpose Project and stage manager at Depot Park I have my feet on the ground and finger on the pulse of Gainesville's growth and thirst for healthy, art-filled fun.

The 1220G/Collier plan best addresses the need to repurpose buildings and materials with the least amount of waste while incorporating sustainable practices into the project, thereby leveraging community resources to build on public investment in revitalization.

This forethought and these savings translate into keeping the character of the area while allowing the economics to remain affordable for local business entrepreneurs.

The enthusiasm of the public I've seen at Depot Park reinforces my passion for the arts as a sustainable means of embracing diversity and creating multicultural community. The 1220/GCollier plan which brings together affordable arts and performing spaces along with food, health and creative/innovation enterprises will further develop the green economy that is key to Gainesville's draw to both current and future generations and what makes it a livable city fueled by creativity.

It will be exhilarating to see life breathed back into the Power District and the 1220G/Colliers development plan has my full support.

Sincerely,

Lynn Polke

Creative Enabler at The Repurpose Project

Stage Manager at Depot Park

RTC Productions, LLC



April 14, 2017

James Izzo
President
1220G
Gainesville, FL 32607

Re: Support for Power District, Gainesville, FL

Dear James,

We would like to express our support for 1220G/Collier's vision concept for the Power District area. We appreciate your efforts to reach out to us to seek input. You have engaged in conceptualizing an important area of Gainesville, between Downtown and Depot Park.

We support your efforts to collaborate with resources in the community, such as the CEID and GTEC. Post-incubation companies need nearby spaces to take the next step in their progress. Moderately priced commercial spaces provide for growth and future opportunities for all. Your vision to bring together a new urban lifestyle and place is important to recruitment and retention within Gainesville.

We are interested the supporting the future of the District as a part of the developing economy of Gainesville. Should your 1220G/Collier team be selected master developer for the overall development of the Power District, we would look forward to supporting your efforts.

Sincerely,

Dug Jones
Associate Vice President for Economic Development
Santa Fe College

March 29, 2017

Letter of Support

To whom it may concern:

This letter is to confirm my full support for James Izzo and Collier Companies in their proposal to redevelop Gainesville's Power District. After reaching out to the other respondents to the ITN, it is my belief Mr. Izzo is the only one for the job. His personal connections and experience in the area give him the insight and desire to stay true to the CRA plan. His plan is the only one with a focus on "what's good for Gainesville" instead of the single-minded, "what's good for the investor" attitude the other players demonstrated to me. Mr. Izzo wants to build something beautiful that connects with the weirdness and wonderfulness that is our fair city. His focus on saving and re-utilizing iconic existing buildings and finding out what the needs are before building is opposite to his competition's "if you build, they will come" attitude.

As a show of support and because of my desire to see something amazing come from this property, I have signed onto the 1220G/Colliers team. I will be using my extensive hospitality and restaurant experience to advise the team on reutilization of the two warehouse spaces and possible retail applications in other areas. In addition to my advisory role, I also will be working with UF and alumni in the development of a business incubator unlike anything seen outside of Silicon Valley. We see huge possibilities for this area.

The Power District has the potential to tie downtown to Depot Park and the Cade Museum and help the Eastside economy we all keep talking about but not doing anything about. Mr. Izzo has the vision to turn this piece of property into a jewel in our community's crown.



Parker Van Hart

Director, Masters in Entrepreneurship Programs
Entrepreneurship and Innovation Center
WARRINGTON COLLEGE OF BUSINESS
UNIVERSITY OF FLORIDA

James Izzo
1220G
3324 W. University Ave #267
Gainesville, FL 32607

Dear Mr. Izzo,

I would like to express my support for 1220G/Collier's plan to develop the Power District. They are an organization that has a proven commitment to looking after the best interest of our town. They are connected to the community in so many ways and would have the best perspective and judgement on developing what is becoming the gem of our town: the Power District.

A commitment to the environment and sustainability is extremely important, and by taking steps to ensure as few materials as possible go to waste in the deconstruction and development is one of the most important reasons why I am on board with Collier's plan. I am part of The Repurpose Project, a local non profit whose mission is to divert useful materials away from the landfill, and redirect them to the public. The Collier company has expressed a commitment of doing just that. They have made an effort to reach out and start a conversation that we hope will lead to them doing greater things for Gainesville.

In addition to getting input from the public, they have shown that they have their pulse on Gainesville, what our town is about, and how we can grow at all levels. Affordable spaces that can incubate start-ups? Yes. Spaces that can fit different sizes and types of companies? Yes. Bridging the arts, culture, food, fitness, education and entertainment? Yes.

Downtown Gainesville deserves to be on the cutting edge of sustainability, economy, and community. The Collier plan will make that happen. I write this letter with sincere confidence in their ability to perform a delicate task of bridging Downtown and Depot with tact and a commitment to the well being of Gainesville's citizens and businesses. Thank you for hearing this perspective, and I look forward to the decision being with the 1220G/Collier's plan.

Sincerely,

Tommy Baker

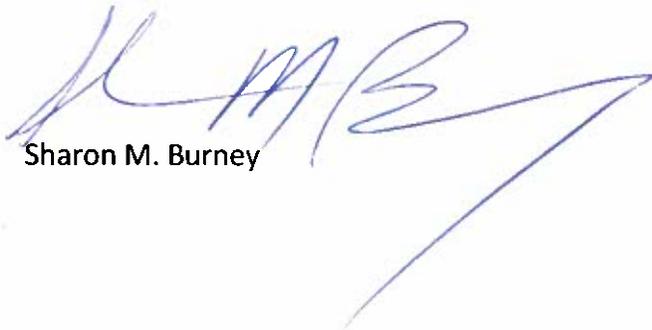
Co-Manager at the Repurpose Project

tommy@repurposeproject.org

Greetings:

I am writing this letter in enthusiastic support of the community building project proposal in Gainesville, Florida by the 1220Group. I have lived in Gainesville, FL since 1989 and presently a member of the staff at the University of Florida. It is exciting to hear of the desire to create this long needed living space. I love that this proposal merges the spirit of creativity, people and energy into a community building and connecting residential and local small business mecca. As a believer in the arts and humanities and its impact on the growth and development of communities this community merge is vital to everyone. The close proximity to downtown, parks, restaurants, and neighborhoods makes it an ideal living space and an alternative to the primarily student focused housing. It is a place where I would love to call home and would encourage others to call home too.

Thank you for your time and consideration.

A handwritten signature in blue ink, appearing to read 'SMB', with a long, sweeping underline that extends to the right.

Sharon M. Burney



Hawthorne Community Market
7040 SE HWY 301 Hawthorne, FL 32640
(352) 562-5138

April 20, 2017

This letter is in strong support of Mr. James Izzo and his team to implement a community-based market as part of their development plan in the Power District behind the Kelly Power plant in downtown Gainesville and adjacent to Depot Park. The 18,000 square foot warehouse occupies a critical location linking several disconnected community projects in Gainesville as well as Hawthorne. *The Hawthorne Community Market* is a USDA-funded food-based entrepreneurship incubator located on 301 near downtown Hawthorne. The facility is less than one mile from the opposite end of the 16-mile Hawthorne trail head located near the Power District. This project will not only connect an important area between Downtown and Depot Park, it will also help to establish linkages to areas in Alachua County that have been left out of community-based development. By serving local businesses and residents in and surrounding East Alachua County, this project will expand opportunities for low-income residents to participate in community-based endeavors. The mixed-used plan presents a more integrated approach to community-based economic development by offering a variety of economic scales and associated opportunities. Mr. Izzo made a concerted effort to receive community input by residents and business owners who will be affected by the proposed development. He visited the Hawthorne Community Market in February to learn about our experiences implementing a market-based entrepreneurship incubator in a low-income area. The community-based project proposed here will not only create opportunities for economic development in an area that has been left out of community-based development, it will also provide opportunities for residents to engage in local projects related to the Arts, food, health, education and entertainment.

Sincerely,

Sarah Cervone PhD

Director, Hawthorne Community Market
Professor, Santa Fe College
Owner-Operator, Wild Man Foods LLC

The background of the slide is a blue-tinted image of a large pile of coins, likely quarters, with a torn paper effect separating the top and bottom sections. The coins are scattered and overlapping, creating a textured, metallic appearance.

FINANCIAL STRUCTURE

TAB #8

Power District

Financial Structure

The development plan is phased by parcel for development. The objective of financing the project is to create a platform that effectively uses public and private financing mechanisms efficiently to create developable land areas that can be financed conventionally.

The overall building projects for acquisition, renovation, new development and site development will be financed using conventional debt and equity for vertical development.

Our anticipation is that City projects to deliver infrastructure, utilities, special public areas (SWBC daylighting, Walk Street) using traditional means.

This response is not considering any specific assistance for funds however, we anticipate financing will provide for public/private partnership funding collaboration which this section will discuss further.

The vertical development portion of the project funded by the Developer is approximately \$35,600,000. We calculated that about \$12,800,000 will come from private equity. There would be a balance of \$22,500,000 to be financed with institutional debt funds. This does not included the City public investment for Sweetwater Branch Creek, daylighting, infrastructure, etc. which would be in addition. There is a small investment for public space of \$300,000 to assist in creating an urban walkway from SE 5th Avenue to SE Depot Avenue to create a linear public space linking Sweetwater Branch Creek to Depot Park. This would be a City investment in the private realm for public connectivity purposes. We have not attempted to determine cost for public investment in Sweetwater Branch Creek, daylighting, infrastructure, etc. due to the challenge of trying to figure this amounts at this stage. We have however, in precious sections indicated the technical aspects of where public costs would need to be invested.

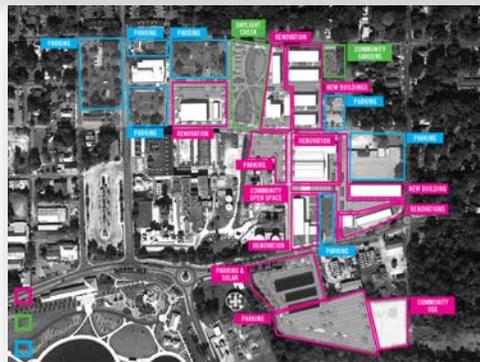
Power District

Financial Structure

The following table indicates the private horizontal and vertical costs that follow the development plan for Phase I and II. Each is a separate development that can be completed individually with various vertical project affiliated partnerships to attract capital and lenders.

BLDG COSTS	Bldg A-B	Bldg F	Bldg G	Bldg H	9A	Containers	Residential	Catalyst II	Residential 7a	Residential 7b	Total	Catalyst Purchase	Total	Site WalkStreet	Site UrbanWalkways	Total	CDE	Total	Land Acquisition	Grand Total	
Hard Costs	\$ 668,939	\$ 1,259,297	\$ 98,559	\$ 226,817	\$ 671,213	\$ 329,940	\$ 9,168,790	\$ 718,848	\$ 3,393,681	\$ 3,393,681	\$ 19,929,766	\$ 6,677	\$ 19,936,443	\$ 305,378	\$ 591,584	\$ 896,962	\$ 20,833,405	\$ 20,833,405		\$ 20,833,405	
Soft Costs	\$ 120,409	\$ 188,895	\$ 14,784	\$ 22,682	\$ 93,970	\$ 49,491	\$ 1,008,567	\$ 100,639	\$ 475,115	\$ 475,115	\$ 2,549,666	\$ 35,000	\$ 2,584,666			\$ 0	\$ 2,584,666	\$ 2,584,666		\$ 2,584,666	
Contingency	\$ 118,402	\$ 144,819	\$ 11,334	\$ 12,475	\$ 76,518	\$ 37,943	\$ 508,868	\$ 65,559	\$ 386,880	\$ 386,880	\$ 1,749,678	\$ 25,000	\$ 1,774,678			\$ 0	\$ 1,774,678	\$ 1,774,678		\$ 1,774,678	
TIs	\$ 245,366	\$ 370,500	\$ 34,770	\$ 29,420	\$ 153,000	\$ 134,400	\$ 234,000	\$ 192,000	\$ 165,000	\$ 165,000	\$ 1,723,456	\$ 304,500	\$ 2,027,956			\$ 0	\$ 2,027,956	\$ 2,027,956		\$ 2,027,956	
Developer	\$ 46,125	\$ 78,540	\$ 6,378	\$ 11,656	\$ 39,788	\$ 22,071	\$ 436,809	\$ 43,082	\$ 176,827	\$ 176,827	\$ 1,038,103	\$ 14,847	\$ 1,052,950		\$ 23,663	\$ 23,663	\$ 1,076,613	\$ 1,076,613		\$ 1,076,613	
Financing	\$ 113,250	\$ 347,600	\$ 72,940	\$ 61,600	\$ 278,000	\$ 70,043	\$ 1,188,000	\$ 128,000	\$ 643,500	\$ 643,500	\$ 3,546,433	\$ 62,700	\$ 3,609,133			\$ 0	\$ 3,609,133	\$ 3,609,133		\$ 3,609,133	
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,045,000	\$ 1,045,000			\$ 0	\$ 1,045,000	\$ 1,045,000	\$ 2,620,000	\$ 3,665,000	
TOTAL	\$ 1,312,492	\$ 2,389,651	\$ 238,764	\$ 364,649	\$ 1,312,489	\$ 643,898	\$ 12,545,034	\$ 1,248,127	\$ 5,241,004	\$ 5,241,004	\$ 30,587,102	\$ 1,493,725	\$ 32,080,827	\$ 305,378	\$ 615,247	\$ 920,625	\$ 32,951,452	\$ -	\$ 32,951,452	\$ 2,620,000	\$ 35,571,452
SQ.FT.	\$ 12,793	17,380	3,647	6,160	13,900	4,578	118,800	12,800	49,500	49,500	289,058	20,900	309,958	122,151	740,520	862,671	309,958	13,933	323,891	323,891	323,891
PER SF	\$ 102.59	\$ 137.49	\$ 13.74	\$ 59.20	\$ 94.42	\$ 140.65	\$ 105.60	\$ 97.51	\$ 105.88	\$ 105.88	\$ 105.64	\$ 71.47	\$ 103.34	\$ 2.50	\$ 0.83	\$ 1.07	\$ 106.31	\$ -	\$ 101.74	\$ 8.09	\$ 109.83

Phase I



Phase II



100%



Power District

Financial Structure

BUILDING	Type	Bldg. Sq. Ft. (RSF)	Number of Units (Residential)	Parking (Spaces)	Project Phase	Initial Occupancy	Total Cost	Purchase Price	Equity Investment	Loan Amount	Loan to Cost Ratio	Net Cash Yield	Terminal Value
AB	Warehouse/Office	12,793		54	Phase I	9 Months	\$1,312,492		\$393,747	\$918,744	70%	8%	\$ 1,909,785
CDE	Warehouse/Office	13,933		42	Phase I	12 Months							
F	Warehouse/Office	17,380		72	Phase I	12 Months	\$2,389,651		\$716,895	\$1,672,756	70%	12%	\$ 4,817,424
G	Warehouse/Office	3,647		11	Phase I	6 Months	\$238,764		\$71,629	\$167,135	70%	11%	\$ 446,924
H	Warehouse/Office	6,160		19	Phase I	6 Months	\$364,649		\$109,395	\$255,254	70%	12%	\$ 748,038
9A	Warehouse/Office	13,900		42	Phase I	12 Months	\$1,312,489		\$393,747	\$918,742	70%	9%	\$ 1,981,391
Containers	Warehouse/Office	4,578		23	Phase I	9 Months	\$643,888		\$193,167	\$450,722	70%	9%	\$ 1,025,291
S A-E	Flex/Residential	118,800	101	155	Phase I/II	18 Months	\$12,545,034		\$3,763,510	\$8,781,524	70%	10%	\$ 18,537,973
Catalyst II	Warehouse/Office	12,800		39	Phase II	15 Months	\$1,248,127		\$374,438	\$873,689	70%	9%	\$ 2,027,990
Residential 7a	Flex/Residential	49,500	26	125	Phase II	18 Months	\$5,241,004		\$1,572,301	\$3,668,702	70%	8%	\$ 7,289,022
Residential 7b	Flex/Residential	49,500	26	125	Phase II	18 Months	\$5,241,004		\$1,572,301	\$3,668,702	70%	10%	\$ 8,749,902
TOTALS		302,991	153	707			\$30,537,102		\$9,161,131	\$21,375,972			\$47,533,740
Catalyst I	Warehouse/Office	20,900		63	Phase I	3 Months	\$ 448,725	\$ 1,045,000	\$ 448,117	\$1,045,607	70%	9%	\$ 2,312,617
TOTALS		323,891	153	770			\$30,985,827	\$1,045,000	\$9,609,248	\$22,421,579			\$49,846,358
PER SF							\$95.67	\$3.23	\$29.67	\$69.23			\$153.90

The accompanying table indicates the project capital that will be required for private development of the plan. There will be a mix of 1220G, The Collier Companies, private investors and lenders that will constitute the capital stack as we move forward.

We assumed a traditional market debt to equity ratio of 70% leverage requiring 30% of private capital. We have identified a number of financing partners that will be a part of the process. Our approach has been to provide risk adjusted returns commensurate with market and the location and character of the Power District. These returns are considered reasonable in our initial discussions with financial partners. Our target was a minimum yield and higher risk adjusted returns.

Power District

Financial Structure

BUILDING	AB	F	G	H	9A	Containers	5 A-E	Catalyst II	Residential 7a	Residential 7b	Catalyst I
Office	\$9.65	\$11.81	\$7.95	\$7.91					\$10.00	\$10.00	\$7.30
Warehouse	\$10.10				\$8.65		\$10.00	\$10.00			
Market		\$21.82				\$13.91					
Apartments							\$962		\$1,296	\$1,296	

Our development plan has been to deliver on affordable market rents. Our preliminary market research indicated that average rents are stabilized in three categories for the local tenant market: \$6.00-\$8.00, \$8.00-\$10.00 and \$10.00-\$12.00 for existing space in the local area market. The Central Market rents vary in structure from short to longer terms but the figure appears to support the market and location. It is reasonable to the overall area average. Market absorption and rents for professional related housing is challenging to confirm. Given the equivalent lack of direct supply this area the product type will generate a varying degree of elasticity to the rents and occupancy on a go forward basis. These rents based on our cost return models provide affordability and market reasonable expectation of returns.

Power District

Financial Structure

Our development plan contemplates using land acquisition, capital and debt as traditional sources of debt that will be detailed in the next section. We anticipate the City will provide funds in a reimbursement for a linear walk street project.

It is our intention to have the City's receipt of funds for the acquisition of the land as a capital contribution of the Developer for a guaranteed use of funds set aside for specific use which can be considered as milestones are met for each party.

Our anticipation is an alternative financing method of using a Community Development District funding to be able to incorporate public and private funds to development infrastructure as has been done in other municipalities. In another section, we will outline our perspective.

Sources		Sources	
Equity - Land	2,620,000	Private Capital	12,844,495
Equity - Site	615,247	City	305,378
City - Site Funds	305,378	Lenders	22,421,579
Equity - Project	9,609,248	Total	35,571,452
Debt - Project	22,421,579		
Total	35,571,452		
Uses		Uses	
Construction	19,936,443	Construction	21,964,399
Soft Costs	2,584,666	Soft Costs	3,637,616
Contingency	1,774,678	Financing	3,609,133
TIs	2,027,956	Contingency	1,774,678
Developer	1,052,950	Site/Pedestrian	920,625
Financing	3,609,133	City/Acquisitions	3,665,000
Building Acquisition	1,045,000	Total	35,571,452
Total	32,030,827		
Site - Walkways	615,247		
Site - Walk Street	305,378		
Land	2,620,000		
Total	35,571,452		

Power District

Preliminary Financing

 **WELLS FARGO**

Rachael Maltese
400 E. Jackson St
Suite 1450
Tampa, FL 33602
wellsfargo.com

April 17, 2017

Jim Izzo
3324 West University Ave #267
Gainesville, Florida 32607

Nathan S Collier
220 N Main St
Gainesville, FL 32601

Subject: the Power District

Dear Jim and Nathan:

Thank you both for your inquiry into potential financing for the Power District site and potential future development. As you are aware, Wells Fargo Bank has enjoyed a business relationship with Nathan S. Collier / The Collier Companies ("TCC") and its affiliates for 25+ years, with all loans and accounts handled in a most satisfactory manner. Wells Fargo considers TCC to be a tier one client of the Bank and a best-in-class multifamily development company.

We have an interest in providing your team additional construction/development loans and would look forward to underwriting a request for financing on the Power District site. Please note this letter of interest is intended for discussion purposes only, and would be subject to full underwriting and credit approval.

Should you have any questions, or wish to discuss further, please do not hesitate to contact me at 813-275-5292.

Sincerely,


Rachael Maltese
Assistant Vice President
Commercial Real Estate

 Together we'll go far

© 2017 Wells Fargo Bank, N.A. All rights reserved.
Member FDIC.

Sabadell Financial Center 1111 Brickell Avenue Miami FL 33131-3129 T (305) 376-2457

Sabadell United Bank

April 4, 2017

Mr. James Izzo
1220G
3324 W. University Avenue, #267
Gainesville, FL 32607



Re: Indication of Interest in Provision of Financing for the
Redevelopment of the Kelly Power Plant and GRU
Operations site (aka Power District Area) located between
Downtown and Depot Park by SE 4th Av., SE 7th St.,
Depot Av. and SE 3rd St., Gainesville, FL.

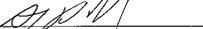
Dear Mr. Izzo:

On behalf of Sabadell United Bank N.A, we are pleased to provide this letter indicating our interest in providing debt financing for the redevelopment of the Kelly Power Plant and GRU Operations site (aka Power District Area) located between Downtown and Depot Park by SE 4th Av., SE 7th St., Depot Av. and SE 3rd St., Gainesville, FL.

The Bank was approached by Mr. James Izzo of 1220G regarding financing of the mixed-use redevelopment project to consist of more than 200 residential units and over 100,000 square feet of commercial uses. Specifically, we have been asked to consider providing debt financing for the project consistent with the residential and commercial development conceptually envisioned.

Sabadell is reviewing information provided by 1220G, and continues its due diligence on the project particularly with regard to facility economics, financial structure, and overall feasibility. As we have communicated with 1220G previously, we can confirm our preliminary indication of interest in participation in this financing.

Please note, and you have acknowledged, that nothing in this letter should be construed as a commitment to provide funds or financing, and that any such commitment, if forthcoming, remains at the Bank's sole discretion. Any commitment for financing will clearly state that it is such a commitment, and will in all cases be subject to the approval of the Bank's internal authorizing committees, which has not been sought at the time of this letter.

Sincerely,
Sabadell United Bank, N.A

Alexandra D. Londono
Vice President

Sabadell United Bank, N.A. Member FDIC. Equal Housing Lender 

 **BB&T**

Branch Banking and Trust Company

Commercial Real Estate
200 W. Forsyth Street
Ste. 510
Jacksonville, FL 32202

April 12, 2017

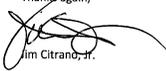
James Izzo
President
1220G Development
3109 Grand Avenue #186
Coconut Grove FL 33133

RE: Gainesville Power District Redevelopment

Dear Jim,

Thank you for giving me a tour of the proposed Gainesville Power District properties and sharing with me your ideas for its redevelopment. My understanding is that, if successful in securing a contract to acquire this property, you and The Collier Companies will form a joint venture to redevelop the sites.

BB&T would welcome the opportunity to assist you with financing of this project. Please keep me posted on your progress, including updates to your budgets/projections.

Thanks again,

Jim Citraro, Jr.

cc: Andy Hogshead
Mike Maguire

Power District

Preliminary Financing



GEORGE SMITH PARTNERS
REAL ESTATE INVESTMENT BANKING

April 14th, 2017

James Izzo
1220G
3324 W. University Avenue #267
Gainesville, FL 32607

To Whom it may concern;

This letter is written as verification of George Smith Partners' engagement as Mr. Izzo's capital advisor in the capitalization of Power District by the 1220G.

As the successful capital advisor in the funding of the Celebration Pointe project, we are highly confident in Mr. Izzo's ability to receive the necessary financing for the Power District project.

If you should have any questions regarding our level of confidence in this capitalization, please feel free to contact us at (310) 867-2938, mdavies@gspartners.com

Sincerely,

Malcolm Davies

Malcolm P. Davies
Principal

10250 Constellation Blvd., 27th Floor
Los Angeles, CA 90067
www.gspartners.com



Real Estate Investment Services, Inc.

2700 Pacific Coast Highway
2nd Floor
Torrance, CA 90505

310.564.2641
213.291.9100 - Fax

April 3, 2017

James Izzo
President
1220G
3324 West University Avenue, Suite 267
Gainesville, FL 32607

Jim,

I have reviewed the executive summary of the Power District mixed use development. I am pleased to let you know that I have previewed the project with my top tier lenders and they have expressed interest in financing this project. Financing will incorporate land acquisition, pre-development infrastructure, and vertical renovation of existing buildings and new construction for commercial/retail/parking.

I have secured more than \$100 million for your development projects due to your continuing impressive track and I look forward to working with you on the Power District development should be selected.

Sincerely,

Stephen Stein

Stephen D. Stein
President

Power District

Confidential Financial Information

The following (bank references, unaudited financial statements of the Developer and key equity parties) documents are being provided in accordance with Section , 10.0, 13.0 and 16.0 of the ITN 2017-022 and as such shall be handled confidentially in accordance applicable laws.

Attachment A

ATTACHMENT A

BANK REFERENCE AUTHORIZATION FORM FOR EACH RELEVANT ACCOUNT

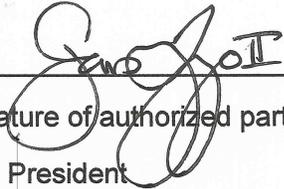
I, James Izzo, authorize you to verify and/or clarify without liability or limitation, any banking, credit, or financial information and associated documents submitted in response to ITN 2017-022, to the City of Gainesville, its Community Redevelopment Agency, or the consultants retained by either for purposes of evaluating my cash resources and/or creditworthiness as these relate to a proposal submitted to the City and Community Redevelopment Agency in which I, my firm, or parties closely related to me anticipate material financial involvement.

Further, I expressly authorize you to answer questions as they might relate to this information and my dealings or relationship with this institution or bank or any other institution or bank about which you may have knowledge.

I understand that this information will be retained as confidential information by the City of Gainesville, its Community Redevelopment Agency, or the consultants.

1220G Development, LLC

Name of account holder or Company Name, as applicable.



Signature of authorized party

Title: President

Date: June 15th, 2017

Bank Name: Bank of America

Account Number: N/A

Appropriate contact person: Robinson Hernandez

Contact telephone number(s): 786.552.9668

ATTACHMENT A

BANK REFERENCE AUTHORIZATION FORM FOR EACH RELEVANT ACCOUNT

I Nathan Collier authorize you to verify and/or clarify without liability or limitation, any banking, credit, or financial information and associated documents submitted in response to ITN 2017-022, to the City of Gainesville, its Community Redevelopment Agency, or the consultants retained by either for purposes of evaluating my cash resources and/or creditworthiness as these relate to a proposal submitted to the City and Community Redevelopment Agency in which I, my firm, or parties closely related to me anticipate material financial involvement.

Further, I expressly authorize you to answer questions as they might relate to this information and my dealings or relationship with this institution or bank or any other institution or bank about which you may have knowledge.

I understand that this information will be retained as confidential information by the City of Gainesville, its Community Redevelopment Agency, or the consultants.

The Collier Companies

Name of account holder or Company Name, as applicable

Contact: Mr. Ted Starkey

Signature of authorized party

Title Senior VP Wells Fargo

Date 6/12/17

Bank Name Wells Fargo

Account Number _____

Appropriate contact person _____

Contact telephone number(s) 813-202-7213

Financial Information

Power District

Proforma & Cost



Power District

Proforma & Cost

Power District Redevelopment
1220G/Collier BAFO
Bldg A & B Development Summary

CONFIDENTIAL

For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	10 TOTAL
Revenues	\$0	\$159,519	\$165,538	\$171,775	\$176,929	\$182,236	\$187,703	\$193,335	\$199,135	\$205,109	\$211,262	\$1,852,541
Operating Expenses	\$0	\$59,455	\$61,240	\$63,077	\$64,969	\$66,919	\$68,926	\$70,994	\$73,124	\$75,317	\$77,577	\$881,589
NET OPERATING INCOME	\$0	\$100,063	\$104,299	\$108,698	\$111,959	\$115,318	\$118,777	\$122,341	\$126,011	\$129,791	\$133,685	\$1,170,942
Project Development Cost	(\$1,312,492)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(1,312,492)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,871,590	\$1,871,590
UNLEVERAGED NET CASH FLOW	(\$1,312,492)	\$100,063	\$104,299	\$108,698	\$111,959	\$115,318	\$118,777	\$122,341	\$126,011	\$129,791	\$133,685	\$1,730,040

Project/Cost Summary

Property Information

Type	Warehouse/Office
Bldg Sq. Ft. (RSF)	12,793
Parking (Total Spaces)	54
Parking Ratio (Spaces per 1,000 RSF)	4.3
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase I
Initial Occupancy	9 Months
Stabilized Occupancy	Yr 3

Development Cost

Project Budget	\$ 1,312,492
Project Budget/Sq. Ft. (SF)	\$ 102.59
Return on Cost (Stabilized NOI)	8.5%

Acquisition Cost

Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00

Total Cost

Development/Purchase	\$ 1,312,492
Price/Sq. Ft. (SF)	\$102.59

Returns/Valuation Summary

Investor Summary

Investment Period (Years)	10.0
Total Equity Investment	\$ 393,747
Investor	90.0% \$354,373
Developer	10.0% \$39,375

Project Returns (Unleveraged)

Unleveraged IRR	11%
Equity Multiple	2.32
Net Cash Yield	8.5%
Initial Investment	\$1,312,492
Total Earnings	\$3,042,531

Project Returns (Leveraged)

Leveraged IRR	20%
Equity Multiple	4.35
Net Cash Yield	12.3%
Initial Investment	\$393,747
Total Earnings	\$1,714,039

Terminal Value

Sale Price (before Transaction Cost)	\$ 1,909,785
Sale Price/Sq. Ft. (RSF)	\$ 149.28
Terminal Cap Rate	7.00%
Sale Date	Yr 10

Financing Summary

Debt

Loan Amount	\$918,744
Loan/Sq. Ft. (SF)	\$ 71.82
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	48.11%
Debt Coverage Ratio	1.67
Debt Yield Ratio	12.36%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sq	
Warehouse	\$10.10
Office	\$5.85
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$876,520
-------------------	-----------

Power District Redevelopment
1220G/Collier BAFO
Bldg A Summary of Cost Estimates
Total Sq.Ft 12,793

CONFIDENTIAL

Core & Shell Renovations Per Sq.Ft.

HAZMAT-Termite	\$51,400	\$4.02
Vapor Mitigation etc.	\$0	\$0.00
Demolition	\$72,892	\$5.70
Site Work	\$19,550	\$1.53
Concrete - Masonry	\$33,300	\$2.60
Metal Stairs	\$21,000	\$1.64
Signage	\$2,500	\$0.20
Interior Walls	\$30,100	\$2.35
Insulation	\$1,800	\$0.14
Roofing	\$41,212	\$3.22
Windows/Doors	\$53,034	\$4.15
Painting	\$44,200	\$3.46
HVAC	\$61,320	\$4.79
Electrical	\$43,828	\$3.43
Plumbing	\$15,140	\$1.18
Fire Protection	\$77,000	\$6.02
Fire Life Safety-Security	\$27,290	\$2.13
Overhead/Profit	\$73,374	\$5.74
Total	\$668,939	\$52.29

Tenant Improvements

West Office	\$24,620	\$1.92
Brewery Office	\$5,850	\$0.46
Warehouse	\$214,896	\$16.80
Total	\$245,366	\$19.18

Design/Engineering/Fees/Permits Per Sq.Ft.

Design	\$86,962	\$6.80
Permits/Fees	\$33,447	\$2.61
Total	\$120,409	\$9.41

Contingency

Contingency	\$118,402	\$9.26
Total	\$118,402	\$9.26

Developer

Developer Overhead	\$46,125	\$3.61
Total	\$46,125	\$3.61

Land

Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing

Financing/Legal/Ins	\$113,250	\$8.85
Total	\$113,250	\$8.85

Total Project Costs	\$1,312,492	\$102.59
----------------------------	--------------------	-----------------

Power District

Proforma & Cost

1220G/Collier BAFO
Bldg F Development Summary

CONFIDENTIAL

For the Year Ending	Year 0 2017	Year 1 2018	Year 2 2019	Year 3 2020	Year 4 2021	Year 5 2022	Year 6 2023	Year 7 2024	Year 8 2025	Year 9 2026	Year 10 2027	TOTAL
Revenues	\$0	\$339,389	\$351,380	\$363,785	\$374,699	\$385,940	\$397,518	\$409,443	\$421,727	\$434,378	\$447,410	\$3,925,668
Operating Expenses	\$0	\$84,452	\$86,885	\$89,595	\$92,282	\$95,051	\$97,902	\$100,840	\$103,865	\$106,981	\$110,190	\$968,142
NET OPERATING INCOME	\$0	\$254,938	\$264,395	\$274,190	\$282,416	\$290,889	\$299,615	\$308,604	\$317,862	\$327,398	\$337,220	\$2,957,526
Project Development Cost	(\$2,389,651)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(2,389,651)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,721,075	\$4,721,075
UNLEVERAGED NET CASH FLOW	(\$2,389,651)	\$254,938	\$264,395	\$274,190	\$282,416	\$290,889	\$299,615	\$308,604	\$317,862	\$327,398	\$5,058,295	\$5,288,950

Project/Cost Summary

Property Information

Type	Warehouse/Office
Bldg Sq. Ft. (RSF)	17,380
Parking (Total Spaces)	72
Parking Ratio (Spaces per 1,000 RSF)	4.1
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase 1
Initial Occupancy	12 Months
Stabilized Occupancy	Yr 3

Development Cost

Project Budget	\$ 2,389,651
Project Budget/Sq. Ft. (SF)	\$ 137.49
Return on Cost (Stabilized NOI)	11.9%

Acquisition Cost

Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00

Total Cost

Development/Purchase	\$ 2,389,651
Price/Sq. Ft. (SF)	\$137.49

Returns/Valuation Summary

Investor Summary

Investment Period (Years)	10.0
Total Equity Investment	\$ 716,895
Investor	90.0% \$645,206
Developer	10.0% \$71,689

Project Returns (Unleveraged)

Unleveraged IRR	16%
Equity Multiple	3.21
Net Cash Yield	11.9%
Initial Investment	\$2,389,651
Total Earnings	\$7,678,602

Project Returns (Leveraged)

Leveraged IRR	31%
Equity Multiple	7.34
Net Cash Yield	24.1%
Initial Investment	\$716,895
Total Earnings	\$5,259,819

Terminal Value

Sale Price (before Transaction Cos)	\$ 4,817,424
Sale Price/Sq. Ft. (RSF)	\$ 277.18
Terminal Cap Rate	7.00%
Sale Date	Yr 10

Financing Summary

Debt

Loan Amount	\$1,672,756
Loan/Sq. Ft. (SF)	\$ 96.25
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	34.72%
Debt Coverage Ratio	2.31
Debt Yield Ratio	17.13%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sf	
Retail	\$21.82
Office	\$11.81
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$1,231,921
-------------------	-------------

1220G/Collier BAFO

Bldg F Summary of Cost Estimates

Total Sq.Ft 17,380

CONFIDENTIAL

Core & Shell Renovations

Per Sq.Ft.

HAZMAT-Termite	\$176,640	\$10.16
Demolition	\$90,174	\$5.19
Site Work	\$25,800	\$1.48
Concrete - Masonry	\$35,280	\$2.03
Metal Stairs	\$33,000	\$1.90
Signage	\$4,000	\$0.23
Interior Walls	\$45,305	\$2.61
Insulation	\$600	\$0.03
Roofing	\$213,300	\$12.27
Windows/Doors	\$24,600	\$1.42
Kitchen Equipment	\$75,000	\$4.32
Painting	\$43,100	\$2.48
HVAC	\$93,380	\$5.37
Electrical	\$94,050	\$5.41
Plumbing	\$31,940	\$1.84
Fire Protection	\$125,000	\$7.19
Fire Life Safety	\$10,000	\$0.58
Overhead/Profit	\$138,128	\$7.95
Total	\$1,259,297	\$72.46

Tenant Improvements

Office	\$275,380	\$15.84
Retail	\$95,120	\$5.47
Total	\$370,500	\$21.32

Design/Engineering/Fees/Permits

Per Sq.Ft.

Design	\$125,930	\$7.25
Permits/Fees	\$62,965	\$3.62
Total	\$188,895	\$10.87

Contingency

Contingency	\$144,819	\$8.33
Total	\$144,819	\$8.33

Developer

Developer Overhead	\$78,540	\$4.52
Total	\$78,540	\$4.52

Land

Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing

Financing/Legal/Ins	\$347,600	\$20.00
Total	\$347,600	\$20.00

Total Project Costs	\$2,389,651	\$137.49
----------------------------	--------------------	-----------------

Power District

Proforma & Cost

Power District Redevelopment
1220G/Collier BAFO

CONFIDENTIAL

Containers - Development Summary

For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$77,786	\$80,766	\$83,854	\$86,370	\$88,961	\$91,630	\$94,378	\$97,210	\$100,126	\$103,130	\$904,210
Operating Expenses	\$0	\$24,035	\$24,756	\$25,498	\$26,263	\$27,051	\$27,863	\$28,698	\$29,559	\$30,446	\$31,360	\$275,529
NET OPERATING INCOME	\$0	\$53,752	\$56,010	\$58,356	\$60,107	\$61,910	\$63,767	\$65,680	\$67,650	\$69,680	\$71,770	\$628,682
Project Development Cost	(\$643,888)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ (643,888)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,004,785	\$1,004,785
UNLEVERAGED NET CASH FLOW	(\$643,888)	\$53,752	\$56,010	\$58,356	\$60,107	\$61,910	\$63,767	\$65,680	\$67,650	\$69,680	\$1,076,555	\$989,578

Project/Cost Summary

Property Information

Type	Warehouse/Office
Bldg. Sq. Ft. (RSF)	4,578
Parking (Total Spaces)	23
Parking Ratio (Spaces per 1,000 RSF)	5.0
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase 1
Initial Occupancy	9 Months
Stabilized Occupancy	Yr. 3

Development Cost

Project Budget	\$ 643,888
Project Budget/Sq. Ft. (SF)	\$ 140.65
Return on Cost (Stabilized NOI)	9.3%

Acquisition Cost

Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00

Total Cost

Development/Purchase	\$ 643,888
Price/Sq. Ft. (SF)	\$140.65

Returns/Valuation Summary

Investor Summary

Investment Period (Years)	10.0
Total Equity Investment	\$ 193,167
Investor	90.0% \$173,850
Developer	10.0% \$19,317

Project Returns (Unleveraged)

Unleveraged IRR	13%
Equity Multiple	2.54
Net Cash Yield	9.3%
Initial Investment	\$643,888
Total Earnings	\$1,633,467

Project Returns (Leveraged)

Leveraged IRR	23%
Equity Multiple	5.08
Net Cash Yield	15.2%
Initial Investment	\$193,167
Total Earnings	\$981,729

Terminal Value

Sale Price (before Transaction Cost)	\$ 1,025,281
Sale Price/Sq. Ft. (RSF)	\$ 223.96
Terminal Cap Rate	7.00%
Sale Date	Yr. 10

Financing Summary

Debt

Loan Amount	\$450,722
Loan/Sq. Ft. (SF)	\$ 98.46
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	43.95%
Debt Coverage Ratio	1.82
Debt Yield Ratio	13.53%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sq Warehouse	
Retail	\$13.91
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$331,940
-------------------	-----------

Power District Redevelopment
1220G/Collier BAFO
Summary of Cost Estimates
Total Sq.Ft 4,578

CONFIDENTIAL

Core & Shell Per Sq.Ft.

HAZMAT-Termite	\$0	\$0.00
Demolition	\$6,350	\$1.39
Site Work	\$10,300	\$2.25
Concrete - Masonry	\$60,400	\$13.19
Metal Stairs	\$16,000	\$3.49
Signage	\$2,000	\$0.44
Interior Walls/Deck	\$60,500	\$13.22
Insulation	\$300	\$0.07
Roofing	\$21,600	\$4.72
Containers/Wind/Doors	\$70,000	\$15.29
Painting	\$27,300	\$5.96
HVAC	\$0	\$0.00
Electrical	\$13,100	\$2.86
Plumbing	\$5,900	\$1.29
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$36,190	\$7.91
Total	\$329,940	\$72.07

Tenant Improvements

Office	\$0	\$0.00
Retail	\$134,400	\$29.36
Total	\$134,400	\$29.36

Design/Engineering/Fees/Permits Per Sq.Ft.

Design	\$32,994	\$7.21
Permits/Fees	\$16,497	\$3.60
Total	\$49,491	\$10.81

Contingency

Contingency	\$37,943	\$8.29
Total	\$37,943	\$8.29

Developer

Developer Overhead	\$22,071	\$4.82
Total	\$22,071	\$4.82

Land

Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing

Financing/Legal/Ins	\$70,043	\$15.30
Total	\$70,043	\$15.30

Total Project Costs \$643,888 \$140.65

Power District

Proforma & Cost

Power District Redevelopment 1220G/Collier BAFO Bldg H - Development Summary

CONFIDENTIAL

For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$71,497	\$74,144	\$76,885	\$79,192	\$81,567	\$84,014	\$86,535	\$89,131	\$91,805	\$94,559	\$829,329
Operating Expenses	\$0	\$32,340	\$33,310	\$34,310	\$35,339	\$36,399	\$37,491	\$38,616	\$39,774	\$40,957	\$42,196	\$370,742
NET OPERATING INCOME	\$0	\$38,157	\$40,834	\$42,576	\$43,853	\$45,168	\$46,524	\$47,919	\$49,357	\$50,838	\$52,363	\$458,587
Project Development Cost	(\$364,649)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$364,649)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$733,077	\$733,077
UNLEVERAGED NET CASH FLOW	(\$364,649)	\$38,157	\$40,834	\$42,576	\$43,853	\$45,168	\$46,524	\$47,919	\$49,357	\$50,838	\$785,440	\$827,015

Project/Cost Summary

Property Information	Warehouse/Office
Type	Warehouse/Office
Bldg. Sq. Ft. (RSF)	6,160
Parking (Total Spaces)	19
Parking Ratio (Spaces per 1,000 RSF)	3.1
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase 1
Initial Occupancy	6 Months
Stabilized Occupancy	Yr. 3

Development Cost

Project Budget	\$ 364,649
Project Budget/Sq. Ft. (SF)	\$ 59.20
Return on Cost (Stabilized NOI)	11.9%

Acquisition Cost

Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00

Total Cost

Development/Purchase	\$ 364,649
Price/Sq. Ft. (SF)	\$59.20

Returns/Valuation Summary

Investor Summary	
Investment Period (Years)	10.0
Total Equity Investment	\$ 109,395
Investor	90.0%
Developer	10.0%
	\$10,939

Project Returns (Unleveraged)

Unleveraged IRR	17%
Equity Multiple	3.27
Net Cash Yield	11.9%
Initial Investment	\$364,649
Total Earnings	\$1,191,864

Project Returns (Leveraged)

Leveraged IRR	31%
Equity Multiple	7.52
Net Cash Yield	24.8%
Initial Investment	\$109,395
Total Earnings	\$822,570

Terminal Value

Sale Price (before Transaction Cos)	\$ 748,038
Sale Price/Sq. Ft. (RSF)	\$ 121.43
Terminal Cap Rate	7.00%
Sale Date	Yr. 10

Financing Summary

Debt	
Loan Amount	\$255,254
Loan/Sq. Ft. (SF)	\$ 41.44
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	34.12%
Debt Coverage Ratio	2.35
Debt Yield Ratio	17.43%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sf	
Retail	
Office	\$7.91
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$187,985
-------------------	-----------

Power District Redevelopment 1220G/Collier BAFO

Bldg H - Summary of Cost Estimates
Total Sq.Ft 6,160

CONFIDENTIAL

Core & Shell Renovations Per Sq.Ft.

HAZMAT-Termite	\$22,000	\$3.57
Demolition	\$15,492	\$2.51
Site Work	\$7,400	\$1.20
Concrete - Masonry	\$11,400	\$1.85
Signage	\$1,500	\$0.24
Interior Walls	\$13,281	\$2.16
Insulation	\$300	\$0.05
Roofing	\$38,500	\$6.25
Windows/Doors	\$12,000	\$1.95
Painting	\$11,600	\$1.88
HVAC	\$30,280	\$4.92
Electrical	\$25,075	\$4.07
Plumbing	\$8,110	\$1.32
Fire Protection	\$0	\$0.00
Fire Life Safety	\$5,000	\$0.81
Overhead/Profit	\$24,879	\$4.04
Total	\$226,817	\$36.82

Tenant Improvements

Office	\$29,420	\$4.78
		\$0.00
Total	\$29,420	\$4.78

Design/Engineering/Fees/Permits Per Sq.Ft.

Design	\$11,341	\$1.84
Permits/Fees	\$11,341	\$1.84
Total	\$22,682	\$3.68

Contingency

Contingency	\$12,475	\$2.03
Total	\$12,475	\$2.03

Developer

Developer Overhead	\$11,656	\$1.89
Total	\$11,656	\$1.89

Land

Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing

Financing/Legal/Ins	\$61,600	\$10.00
Total	\$61,600	\$10.00

Total Project Costs	\$364,649	\$59.20
----------------------------	------------------	----------------

Power District

Proforma & Cost

Power District Redevelopment												
1220G/Collier BAFO												
Residential Bldgs 5a>e - Development Summary												
CONFIDENTIAL												
For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$1,733,895	\$1,798,523	\$1,667,529	\$1,925,555	\$1,881,261	\$2,040,698	\$2,101,920	\$2,164,976	\$2,229,927	\$2,296,825	\$20,140,112
Operating Expenses	\$0	\$623,700	\$642,411	\$661,683	\$681,534	\$701,980	\$723,039	\$744,730	\$767,072	\$790,084	\$813,787	\$7,150,022
NET OPERATING INCOME	\$0	\$1,110,195	\$1,157,112	\$1,205,845	\$1,242,021	\$1,279,281	\$1,317,660	\$1,357,190	\$1,397,905	\$1,439,843	\$1,483,038	\$12,990,090
Project Development Cost	(\$11,539,340)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(11,539,340)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,167,213	\$18,167,213
UNLEVERAGED NET CASH FLOW	(\$11,539,340)	\$1,110,195	\$1,157,112	\$1,205,845	\$1,242,021	\$1,279,281	\$1,317,660	\$1,357,190	\$1,397,905	\$1,439,843	\$19,650,251	\$19,617,963

Project/Cost Summary		Returns/Valuation Summary		Financing Summary	
Property Information		Investor Summary		Debt	
Type	Flex/Residential	Investment Period (Years)	10.0	Loan Amount	\$8,781,524
Bldg. Sq. Ft. (RSF)	118,800	Total Equity Investment	\$ 3,763,510	Loan/Sq. Ft. (SF)	\$ 73.92
Number of Units (Residential)	101	Investor	50.0%	Loan-To-Cost Ratio	70.00%
Parking (Total Spaces)	155	Developer	50.0%	Loan-To-Value Ratio	47.37%
Parking Ratio (Spaces per 1,000 RSF)	1.3	Project Returns (Unleveraged)		Debt Coverage Ratio	1.94
General Vacancy (Stabilized)	5.0%	Unleveraged IRR	13%	Debt Yield Ratio	14.35%
Schedule		Equity Multiple	2.48	Interest Rate	5.00%
Project Start	Phase III	Net Cash Yield	9.8%	Amortization Period (Years)	25
Initial Occupancy	18 Months	Initial Investment	\$12,545,034	Market Assumptions	
Stabilized Occupancy	Yr 3	Total Earnings	\$31,157,304	Initial Avg. Net Rent per sf	
Development Cost		Project Returns (Leveraged)		Flex-Office/Warehouse	\$10.00
Project Budget	\$ 12,545,034	Leveraged IRR	23%	Residential (Avg. per Unit/Mo)	\$962
Project Budget/Sq. Ft. (SF)	\$ 105.60	Equity Multiple	4.90	Rent Increases	3%
Return on Cost (Stabilized NOI)	9.8%	Net Cash Yield	31.0%	Common Area Expenses	
Acquisition Cost		Initial Investment	\$3,763,510	Operating Expenses	\$3.23
Purchase Price	\$ -	Total Earnings	\$18,459,338	Tenant Reimbursed Expenses	\$4.25
Price/Sq. Ft. (SF)	\$0.00	Terminal Value		Expense Increases	3%
Total Cost		Sale Price (before Transaction Cost)	\$18,537,973	Stabilized Occupancy	85%
Development/Purchase	\$ 12,545,034	Sale Price/Sq. Ft. (RSF)	\$ 156.04	Debt Retired at Sale	
Price/Sq. Ft. (SF)	\$105.60	Terminal Cap Rate	8.00%	Project Debt/Loan	\$6,467,261
		Sale Date	Yr 10		

Power District Redevelopment
1220G/Collier BAFO
 Residential Bldgs 5a>e - Development Summary
 Total Sq.Ft 118,800

CONFIDENTIAL

Construction	Per Sq.Ft.	
HAZMAT-Termite	\$0	\$0.00
Demolition	\$0	\$0.00
Site Work	\$0	\$0.00
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$0	\$0.00
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$0	\$0.00
Total	\$9,168,790	\$77.18

Tenant Improvements		
Office	\$234,000	\$1.97
Warehouse		\$0.00
Total	\$234,000	\$1.97

Design/Engineering/Fees/Permits	Per Sq.Ft.	
Design	\$550,127	\$4.63
Permits/Fees	\$458,440	\$3.86
Total	\$1,008,567	\$8.49

Contingency		
Contingency	\$508,868	\$4.28
Total	\$508,868	\$4.28

Developer		
Developer Overhead	\$436,809	\$3.68
Total	\$436,809	\$3.68

Land		
Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing		
Financing/Legal/Ins	\$1,188,000	\$10.00
Total	\$1,188,000	\$10.00

Total Project Costs	\$12,545,034	\$105.60
----------------------------	---------------------	-----------------

Power District

Proforma & Cost

Power District Redevelopment
1220G/Collier BAFO
Catalyst Bldg - Development Summary

CONFIDENTIAL

For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$230,743	\$239,237	\$248,033	\$256,474	\$263,138	\$271,032	\$279,163	\$287,538	\$296,185	\$305,049	\$2,675,574
Operating Expenses	\$0	\$109,725	\$113,017	\$116,407	\$119,899	\$123,496	\$127,201	\$131,017	\$134,948	\$138,996	\$143,166	\$1,257,874
NET OPERATING INCOME	\$0	\$121,018	\$126,220	\$131,626	\$136,575	\$139,642	\$143,831	\$148,146	\$152,590	\$157,189	\$161,883	\$1,417,700
Project Development Cost	(\$1,492,992)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(1,492,992)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,266,365	\$2,266,365
UNLEVERAGED NET CASH FLOW	(\$1,492,992)	\$121,018	\$126,220	\$131,626	\$136,575	\$139,642	\$143,831	\$148,146	\$152,590	\$157,189	\$2,428,248	\$2,191,073

Project/Cost Summary

Property Information

Type	Warehouse/Office
Bldg Sq Ft (RSF)	20,900
Parking (Total Spaces)	63
Parking Ratio (Spaces per 1,000 RSF)	3.0
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase 1
Initial Occupancy	3 Months
Stabilized Occupancy	Yr 3

Development Cost

Project Budget	\$ 448,725
Project Budget/Sq. Ft. (SF)	\$ 21.47
Return on Cost (Stabilized NOI)	9.0%

Acquisition Cost

Purchase Price	\$ 1,045,000
Price/Sq. Ft. (SF)	\$50.00

Total Cost

Development/Purchase	\$ 1,493,725
Price/Sq. Ft. (SF)	\$71.47

Returns/Valuation Summary

Investor Summary

Investment Period (Years)	10.0
Total Equity Investment	\$ 448,117
Investor	90.0%
Developer	10.0%

Project Returns (Unleveraged)

Unleveraged IRR	12%
Equity Multiple	2.47
Net Cash Yield	9.0%
Initial Investment	\$1,493,725
Total Earnings	\$3,684,065

Project Returns (Leveraged)

Leveraged IRR	22%
Equity Multiple	4.85
Net Cash Yield	14.2%
Initial Investment	\$448,117
Total Earnings	\$2,172,130

Terminal Value

Sale Price (before Transaction Cos)	\$ 2,312,617
Sale Price/Sq. Ft. (RSF)	\$ 110.65
Terminal Cap Rate	7.00%
Sale Date	Year 10

Financing Summary

Debt

Loan Amount	\$1,045,607
Loan/Sq. Ft. (SF)	\$ 50.03
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	45.21%
Debt Coverage Ratio	1.77
Debt Yield Ratio	13.15%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sf	
Warehouse	
Office	\$7.30
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$770,050
-------------------	-----------

Power District Redevelopment

1220G/Collier BAFO

Catalyst Bldg - Summary of Cost Estimates
Total Sq.Ft 20,900

CONFIDENTIAL

Core & Shell Renovations Per Sq.Ft.

HAZMAT-Termite	\$0	\$0.00
Demolition	\$0	\$0.00
Site Work	\$5,945	\$0.28
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$0	\$0.00
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$732	\$0.04
Total	\$6,677	\$0.32

Tenant Improvements

Office	\$304,500	\$14.57
Warehouse		\$0.00
Total	\$304,500	\$14.57

Design/Engineering/Fees/Permits Per Sq.Ft.

Design	\$15,000	\$0.72
Permits/Fees	\$20,000	\$0.96
Total	\$35,000	\$1.67

Contingency

Contingency	\$25,000	\$1.20
Total	\$25,000	\$1.20

Developer

Developer Overhead	\$14,847	\$0.71
Total	\$14,847	\$0.71

Land

Land/Bldg Purchase	\$1,045,000	\$50.00
Total	\$1,045,000	\$50.00

Financing

Financing/Legal/Ins	\$62,700	\$3.00
Total	\$62,700	\$3.00

Total Project Costs	\$1,493,725	\$71.47
----------------------------	--------------------	----------------

Power District

Proforma & Cost

Power District Redevelopment 1220G/Collier BAFO Bldg 9a - Development Summary												
CONFIDENTIAL												
For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$179,275	\$194,653	\$190,193	\$195,859	\$201,776	\$207,829	\$214,064	\$220,486	\$227,100	\$233,913	\$2,055,167
Operating Expenses	\$0	\$72,975	\$75,164	\$77,419	\$79,742	\$82,134	\$84,596	\$87,136	\$89,750	\$92,443	\$95,216	\$836,577
NET OPERATING INCOME	\$0	\$106,300	\$109,489	\$112,774	\$116,157	\$119,642	\$123,231	\$126,928	\$130,736	\$134,658	\$138,697	\$1,218,610
Project Development Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(1,238,866)
Disposition		\$(1,238,866)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,941,763
UNLEVERAGED NET CASH FLOW	\$(1,238,866)	\$106,300	\$109,489	\$112,774	\$116,157	\$119,642	\$123,231	\$126,928	\$130,736	\$134,658	\$2,080,461	\$1,921,508

Project/Cost Summary	
Property Information	
Type	Warehouse/Office
Bldg. Sq. Ft. (RSF)	13,900
Parking (Total Spaces)	42
Parking Ratio (Spaces per 1,000 RSF)	3.0
General Vacancy (Stabilized)	100.0%
Schedule	
Project Start	Phase 1
Initial Occupancy	12 Months
Stabilized Occupancy	Yr. 3
Development Cost	
Project Budget	\$ 1,312,489
Project Budget/Sq. Ft. (SF)	\$ 94.42
Return on Cost (Stabilized NOI)	9.0%
Acquisition Cost	
Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00
Total Cost	
Development/Purchase	\$ 1,312,489
Price/Sq. Ft. (SF)	\$94.42

Returns/Valuation Summary	
Investor Summary	
Investment Period (Years)	10.0
Total Equity Investment	\$ 353,747
Investor	90.0%
Developer	10.0%
Project Returns (Unleveraged)	
Unleveraged IRR	12%
Equity Multiple	2.41
Net Cash Yield	9.0%
Initial Investment	\$1,312,489
Total Earnings	\$3,160,374
Project Returns (Leveraged)	
Leveraged IRR	21%
Equity Multiple	4.65
Net Cash Yield	13.4%
Initial Investment	\$353,747
Total Earnings	\$1,831,884
Terminal Value	
Sale Price (before Transaction Cost)	\$ 1,981,391
Sale Price/Sq. Ft. (RSF)	\$ 142.55
Terminal Cap Rate	7.00%
Sale Date	Yr. 10

Financing Summary	
Debt	
Loan Amount	\$918,742
Loan/Sq. Ft. (SF)	\$ 66.10
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	46.37%
Debt Coverage Ratio	1.73
Debt Yield Ratio	12.83%
Interest Rate	5.00%
Amortization Period (Years)	25
Market Assumptions	
Initial Avg. Net Rent per sf	
Warehouse/Gym	\$8.65
Retail	
Rent Increases	3%
Common Area Expenses	
Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	100%
Debt Retired at Sale	
Project Debt/Loan	\$878,619

Power District Redevelopment 1220G/Collier BAFO Bldg 9a - Summary of Cost Estimates Total Sq.Ft 13,900

CONFIDENTIAL

Core & Shell Renovations	Per Sq.Ft.	
HAZMAT-Termite	\$0	\$0.00
Demolition	\$4,540	\$0.33
Site Work	\$20,500	\$1.47
Concrete - Masonry	\$61,550	\$4.43
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$186,000	\$13.38
Painting	\$0	\$0.00
HVAC	\$114,000	\$8.20
Electrical	\$141,000	\$10.14
Plumbing	\$5,000	\$0.36
Fire Protection	\$60,000	\$4.32
Fire Life Safety	\$5,000	\$0.36
Overhead/Profit	\$73,623	\$5.30
Total	\$671,213	\$48.29
Tenant Improvements		
Office	\$153,000	\$11.01
Warehouse	\$0.00	\$0.00
Total	\$153,000	\$11.01

Design/Engineering/Fees/Permits	Per Sq.Ft.	
Design	\$40,273	\$2.90
Permits/Fees	\$53,697	\$3.86
Total	\$93,970	\$6.76
Contingency		
Contingency	\$76,518	\$5.50
Total	\$76,518	\$5.50
Developer		
Developer Overhead	\$39,788	\$2.86
Total	\$39,788	\$2.86
Land		
Land Purchase	\$0	\$0.00
Total	\$0	\$0.00
Financing		
Financing/Legal/Ins	\$278,000	\$20.00
Total	\$278,000	\$20.00
Total Project Costs	\$1,312,489	\$94.42

Power District

Proforma & Cost

Power District Redevelopment 1220G/Collier BAFO Catalyst II Bldg - Development Summary												
CONFIDENTIAL												
For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$173,440	\$179,962	\$186,718	\$192,320	\$198,090	\$204,032	\$210,153	\$216,458	\$222,952	\$229,640	\$2,013,764
Operating Expenses	\$0	\$67,200	\$69,216	\$71,292	\$73,431	\$75,634	\$77,903	\$80,240	\$82,648	\$85,127	\$87,681	\$770,373
NET OPERATING INCOME	\$0	\$106,240	\$110,746	\$115,426	\$118,889	\$122,455	\$126,129	\$129,913	\$133,810	\$137,825	\$141,959	\$1,243,392
Project Development Cost	(\$1,169,279)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(1,169,279)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,987,431	\$1,987,431
UNLEVERAGED NET CASH FLOW	(\$1,169,279)	\$106,240	\$110,746	\$115,426	\$118,889	\$122,455	\$126,129	\$129,913	\$133,810	\$137,825	\$2,129,390	\$2,061,543

Project/Cost Summary

Property Information

Type	Warehouse/Office
Bldg. Sq. Ft. (RSF)	12,800
Parking (Total Spaces)	39
Parking Ratio (Spaces per 1,000 RSF)	3.1
General Vacancy (Stabilized)	5.0%

Schedule

Project Start	Phase II
Initial Occupancy	15 Months
Stabilized Occupancy	Yr. 3

Development Cost

Project Budget	\$ 1,248,127
Project Budget/Sq. Ft. (SF)	\$ 97.51
Return on Cost (Stabilized NOI)	9.5%

Acquisition Cost

Purchase Price	\$ -
Price/Sq. Ft. (SF)	\$0.00

Total Cost

Development/Purchase	\$ 1,248,127
Price/Sq. Ft. (SF)	\$97.51

Returns/Valuation Summary

Investor Summary

Investment Period (Years)	10.0
Total Equity Investment	\$ 374,438
Investor	90.0% \$336,994
Developer	10.0% \$37,444

Project Returns (Unleveraged)

Unleveraged IRR	13%
Equity Multiple	2.59
Net Cash Yield	9.5%
Initial Investment	\$1,248,127
Total Earnings	\$3,230,822

Project Returns (Leveraged)

Leveraged IRR	23%
Equity Multiple	5.25
Net Cash Yield	15.9%
Initial Investment	\$374,438
Total Earnings	\$1,967,475

Terminal Value

Sale Price (before Transaction Cos)	\$ 2,027,990
Sale Price/Sq. Ft. (RSF)	\$ 156.44
Terminal Cap Rate	7.00%
Sale Date	Year 10

Financing Summary

Debt

Loan Amount	\$873,689
Loan/Sq. Ft. (SF)	\$ 68.26
Loan-To-Cost Ratio	70.00%
Loan-To-Value Ratio	43.08%
Debt Coverage Ratio	1.86
Debt Yield Ratio	13.80%
Interest Rate	5.00%
Amortization Period (Years)	25

Market Assumptions

Initial Avg. Net Rent per sq	
Warehouse	
Office	\$10.00
Rent Increases	3%

Common Area Expenses

Operating Expenses	\$5.25
Tenant Reimbursed Expenses	\$4.25
Expense Increases	3%
Stabilized Occupancy	95%

Debt Retired at Sale

Project Debt/Loan	\$643,439
-------------------	-----------

Power District Redevelopment 1220G/Collier BAFO

Catalyst II Bldg - Summary of Cost Estimates
Total Sq.Ft 12,800

CONFIDENTIAL

Core & Shell	Per Sq.Ft.	
HAZMAT-Termite	\$0	\$0.00
Demolition	\$0	\$0.00
Site Work	\$0	\$0.00
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$0	\$0.00
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$0	\$0.00
Total	\$718,848	\$56.16

Tenant Improvements		
Office	\$192,000	\$15.00
Warehouse		\$0.00
Total	\$192,000	\$15.00

Design/Engineering/Fees/Permits	Per Sq.Ft.	
Design	\$43,131	\$3.37
Permits/Fees	\$57,508	\$4.49
Total	\$100,639	\$7.86

Contingency		
Contingency	\$65,559	\$5.12
Total	\$65,559	\$5.12

Developer		
Developer Overhead	\$43,082	\$3.37
Total	\$43,082	\$3.37

Land		
Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing		
Financing/Legal/Ins	\$128,000	\$10.00
Total	\$128,000	\$10.00

Total Project Costs	\$1,248,127	\$97.51
----------------------------	--------------------	----------------

Power District

Proforma & Cost

Power District Redevelopment
1220G/Collier BAFO
Future Bldg 7a - Development Summary

CONFIDENTIAL

For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$469,095	\$487,587	\$506,765	\$521,968	\$537,627	\$553,756	\$570,369	\$587,490	\$605,104	\$623,258	\$5,463,010
Operating Expenses	\$0	\$86,625	\$89,224	\$91,900	\$94,657	\$97,497	\$100,422	\$103,435	\$106,538	\$109,734	\$113,026	\$993,059
NET OPERATING INCOME	\$0	\$382,470	\$398,363	\$414,865	\$427,311	\$440,130	\$453,334	\$466,934	\$480,942	\$495,370	\$510,232	\$4,469,951
Project Development Cost	(\$4,868,762)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$4,868,762)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,143,242	\$7,143,242
UNLEVERAGED NET CASH FLOW	(\$4,868,762)	\$382,470	\$398,363	\$414,865	\$427,311	\$440,130	\$453,334	\$466,934	\$480,942	\$495,370	\$7,653,473	\$6,744,431

Project/Cost Summary		Returns/Valuation Summary		Financing Summary	
Property Information		Investor Summary		Debt	
Type	Flex/Residential	Investment Period (Years)	10.0	Loan Amount	\$3,688,702
Bldg. Sq. Ft. (RSF)	49,500	Total Equity Investment	\$ 1,572,301	Loan/Sq. Ft. (SF)	\$ 74.12
Number of Units (Residential)	26	Investor	90.0% \$1,415,071	Loan-To-Cost Ratio	70.00%
Parking (Total Spaces)	125	Developer	10.0% \$157,230	Loan-To-Value Ratio	50.33%
Parking Ratio (Spaces per 1,000 RSF)	2.5	Project Returns (Unleveraged)		Debt Coverage Ratio	1.59
General Vacancy (Stabilized)	5.0%	Unleveraged IRR	11%	Debt Yield Ratio	11.82%
Schedule		Equity Multiple	2.22	Interest Rate	5.00%
Project Start	Phase II	Net Cash Yield	8.1%	Amortization Period (Years)	25
Initial Occupancy	18 Months	Initial Investment	\$5,241,004	Market Assumptions	
Stabilized Occupancy	Yr 3	Total Earnings	\$11,613,193	Initial Avg. Net Rent per sf	
Development Cost		Project Returns (Leveraged)		Flex-Office/Warehouse	\$10.00
Project Budget	\$ 5,241,004	Leveraged IRR	18%	Residential (Avg. per Unit/Mo)	\$1,296
Project Budget/Sq. Ft. (SF)	\$ 105.88	Equity Multiple	4.01	Rent Increases	3%
Return on Cost (Stabilized NOI)	8.1%	Net Cash Yield	10.9%	Common Area Expenses	
Acquisition Cost		Initial Investment	\$1,572,301	Operating Expenses	\$5.25
Purchase Price	\$ -	Total Earnings	\$6,308,298	Tenant Reimbursed Expenses	\$4.25
Price/Sq. Ft. (SF)	\$0.00	Terminal Value		Expense Increases	3%
Total Cost		Sale Price (before Transaction Cos)	\$ 7,289,022	Stabilized Occupancy	95%
Development/Purchase	\$ 5,241,004	Sale Price/Sq. Ft. (RSF)	\$ 147.25	Debt Retired at Sale	
Price/Sq. Ft. (SF)	\$105.88	Terminal Cap Rate	7.00%	Project Debt/Loan	\$2,701,861
		Sale Date	Yr 10		

Power District Redevelopment
1220G/Collier BAFO
Future Bldg 7a - Summary of Cost Estimates
Total Sq.Ft 49,500

CONFIDENTIAL

Core & Shell Renovations	Per Sq.Ft.	
HAZMAT-Termite	\$0	\$0.00
Demolition	\$5,340	\$0.11
Site Work	\$29,600	\$0.60
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$2,986,500	\$60.33
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$372,241	\$7.52
Total	\$3,393,681	\$68.56

Tenant Improvements		
Office	\$165,000	\$3.33
Warehouse	\$0	\$0.00
Total	\$165,000	\$3.33

Design/Engineering/Fees/Permits	Per Sq.Ft.	
Design	\$203,621	\$4.11
Permits/Fees	\$271,495	\$5.48
Total	\$475,115	\$9.60

Contingency		
Contingency	\$386,880	\$7.82
Total	\$386,880	\$7.82

Developer		
Developer Overhead	\$176,827	\$3.57
Total	\$176,827	\$3.57

Land		
Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing		
Financing/Legal/Ins	\$643,500	\$13.00
Total	\$643,500	\$13.00

Total Project Costs	\$5,241,004	\$105.88
---------------------	-------------	----------

Power District

Proforma & Cost

Power District Redevelopment 1220G/Collier BAFO Future Bldg 7b - Development Summary												
CONFIDENTIAL												
For the Year Ending	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Revenues	\$0	\$546,820	\$567,463	\$589,913	\$607,611	\$625,839	\$644,614	\$663,953	\$683,871	\$704,388	\$725,519	\$6,358,992
Operating Expenses	\$0	\$86,625	\$89,224	\$91,900	\$94,657	\$97,497	\$100,422	\$103,435	\$106,538	\$109,734	\$113,026	\$993,059
NET OPERATING INCOME	\$0	\$459,195	\$478,239	\$498,013	\$512,953	\$528,342	\$544,192	\$560,518	\$577,334	\$594,654	\$612,493	\$5,365,933
Project Development Cost	(\$4,868,762)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(4,868,762)
Disposition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,574,904	\$8,574,904
UNLEVERAGED NET CASH FLOW	(\$4,868,762)	\$459,195	\$478,239	\$498,013	\$512,953	\$528,342	\$544,192	\$560,518	\$577,334	\$594,654	\$9,187,397	\$9,072,075

Project/Cost Summary		Returns/Valuation Summary		Financing Summary	
Property Information		Investor Summary		Debt	
Type	Flex/Residential	Investment Period (Years)	10.0	Loan Amount	\$3,668,702
Bldg. Sq. Ft. (RSF)	49,500	Total Equity Investment	\$ 1,572,301	Loan/Sq. Ft. (SF)	\$ 74.12
Number of Units (Residential)	26	Investor	90.0%	Loan-To-Cost Ratio	70.00%
Parking (Total Spaces)	125	Developer	10.0%	Loan-To-Value Ratio	41.93%
Parking Ratio (Spaces per 1,000 RSF)	2.5	Project Returns (Unleveraged)		Debt Coverage Ratio	1.91
General Vacancy (Stabilized)	5.0%	Unleveraged IRR	13%	Debt Yield Ratio	14.18%
Schedule		Equity Multiple	2.66	Interest Rate	5.00%
Project Start	Phase II	Net Cash Yield	9.7%	Amortization Period (Years)	25
Initial Occupancy	18 Months	Initial Investment	\$5,241,004	Market Assumptions	
Stabilized Occupancy	Yr 3	Total Earnings	\$13,940,837	Initial Avg. Net Rent per sf	
Development Cost		Project Returns (Leveraged)		Flex-Office/Warehouse	\$10.00
Project Budget	\$ 5,241,004	Leveraged IRR	24%	Residential (Avg. per Unit/Mo)	\$1,296
Project Budget/Sq. Ft. (SF)	\$ 106.88	Equity Multiple	5.49	Rent Increases	3%
Return on Cost (Stabilized NOI)	9.7%	Net Cash Yield	16.6%	Common Area Expenses	
Acquisition Cost		Initial Investment	\$1,572,301	Operating Expenses	\$5.25
Purchase Price	\$ -	Total Earnings	\$8,635,942	Tenant Reimbursed Expenses	\$4.25
Price/Sq. Ft. (SF)	\$0.00	Terminal Value		Expense Increases	3%
Total Cost		Sale Price (before Transaction Cos)	\$ 8,749,902	Stabilized Occupancy	95%
Development/Purchase	\$ 5,241,004	Sale Price/Sq. Ft. (RSF)	\$ 176.77	Debt Retired at Sale	
Price/Sq. Ft. (SF)	\$106.88	Terminal Cap Rate	7.00%	Project Debt/Loan	\$2,701,861
		Sale Date	Yr 10		

Power District Redevelopment
1220G/Collier BAFO
Future Bldg 7b - Summary of Cost Estimates
Total Sq.Ft 49,500

CONFIDENTIAL

Core & Shell Renovations	Per Sq.Ft.	
HAZMAT-Termite	\$0	\$0.00
Demolition	\$0	\$0.00
Site Work	\$0	\$0.00
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Metal Bldg	\$0	\$0.00
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Number of Units (Resic)	\$26	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$0	\$0.00
Total	\$3,393,681	\$68.56

Tenant Improvements		
Office	\$165,000	\$3.33
Warehouse		\$0.00
Total	\$165,000	\$3.33

Design/Engineering/Fees/Permits	Per Sq.Ft.	
Design	\$203,621	\$4.11
Permits/Fees	\$271,495	\$5.48
Total	\$475,115	\$9.60

Contingency		
Contingency	\$386,880	\$7.82
Total	\$386,880	\$7.82

Developer		
Developer Overhead	\$176,827	\$3.57
Total	\$176,827	\$3.57

Land		
Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing		
Financing/Legal/Ins	\$643,500	\$13.00
Total	\$643,500	\$13.00

Total Project Costs		
Total Project Costs	\$5,241,004	\$105.88

Power District

Proforma & Cost ■

Power District Redevelopment

1220G/Collier BAFO

Site Work - Summary of Cost Estimates

Total Sq.Ft 740,520

CONFIDENTIAL

Site Construction Costs		Per Sq.Ft.
HAZMAT-Termite	\$0	\$0.00
Demolition	\$3,500	\$0.00
Site Work	\$588,084	\$0.79
Concrete - Masonry	\$0	\$0.00
Signage	\$0	\$0.00
Interior Walls	\$0	\$0.00
Insulation	\$0	\$0.00
Roofing	\$0	\$0.00
Windows/Doors	\$0	\$0.00
Painting	\$0	\$0.00
HVAC	\$0	\$0.00
Electrical	\$0	\$0.00
Plumbing	\$0	\$0.00
Fire Protection	\$0	\$0.00
Fire Life Safety	\$0	\$0.00
Overhead/Profit	\$0	\$0.00
Total	\$591,584	\$0.80

Other Improvements

Walk Street SE 5th to SE Depot Ave	\$0.00	
	\$0.00	
Total	\$0	\$0.00

Design/Engineering/Fees/Permits		Per Sq.Ft.
Design	\$0	\$0.00
Permits/Fees	\$0	\$0.00
Total	\$0	\$0.00

Contingency

Contingency	\$0	\$0.00
Total	\$0	\$0.00

Developer

Developer Overhead	\$23,663	\$0.03
Total	\$23,663	\$0.03

Land

Land Purchase	\$0	\$0.00
Total	\$0	\$0.00

Financing

Financing/Legal/Ins	\$0	\$0.00
Total	\$0	\$0.00

Total Project Costs *	\$615,247	\$0.83
------------------------------	------------------	---------------

* Excludes Costs to create walk street from SE 5th Ave to Depot Ave \$305,378 122,151 Sq.Ft.

Power District

Financial Structure – Community Development District

The Community Development District is a local unit of special purpose government of the State of Florida (the “State”) created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and an Ordinance enacted by a municipality or local government. A CDD District is typically created for the purpose of financing and managing the construction, acquisition and maintenance of the public infrastructure and other public facilities of a larger master plan project.

Celebration Pointe in the County of Alachua, The Village at Gulfstream Park in the City of Hallandale Beach and One Daytona in the City of Daytona Beach are representative examples of current CDD funding mechanisms to use User Fees, Private Capital and Tax Increment financing from the local government to repay the principal and interest on outstanding tax free bonds. This financing technique has been used successfully to complete storm water facilities, ROW, utility infrastructure, public improvements and other types of projects which would economically benefit the community. The funds from a Developer, City and other sources such as grants and economic development funds can be incorporated into the facility. Its purpose is to use non ad valorem assessments on property within the District to fund public improvements that would normally burden a development financially. Should there be a need to use this financing we would anticipate the guaranteed funds from the project would be used, previously reference in an earlier section. Our approach welcomes collaborative public private partnership financing where appropriate.

An aerial photograph of a large-scale construction site, heavily overlaid with a blue color filter. The image shows a complex network of steel beams, concrete structures, and construction equipment. In the foreground, there are large stacks of rebar and wooden formwork. To the right, a yellow excavator is visible. The background shows more of the site and some industrial buildings. The overall scene is one of active development and infrastructure work.

DEVELOPMENT AGREEMENT & REAL ESTATE CONTRACT

TAB #9

Power District

Real Estate Contract

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into effective as of the ___ day of _____, 2017 (the “**Effective Date**”), by and between **1220G-Collier Group**, a Florida limited liability company (the “**Purchaser**”) and **CITY OF GAINESVILLE** (the “**Seller**”).

W I T N E S S E T H:

A. Seller is the owner in fee simple of that certain real property comprised of _____ individual parcels (each, a “Parcel”, together, the “Parcels”) and containing approximately 17.71 acres, more or less, in total, located in Alachua County, Florida, and being more particularly described in **Exhibit “A”** attached hereto and made a part hereof, along with (i) all buildings and improvements of any nature located on the property; (ii) all and singular rights and appurtenances pertaining thereto, including, but not limited to, any right, title, and interest of Seller in and to adjacent streets, roads, alleys, easements, parking, and rights-of-way to the extent that such right, title, or interest exists; and (iii) all of Seller’s rights in and to all easements, if any, benefiting the land and all fixtures and improvements attached or affixed thereto (the “**Property**”). The Property shall also include all privileges, licenses, and other rights and benefits belonging to, running with, or related to the Property, or related to the Property and belonging to Seller.

B. The Gainesville Community Redevelopment Agency (“**GCRA**”), acting as the agent on behalf of Gainesville Regional Utilities (“**GRU**”) and the Seller issued Invitation to Negotiate No. 2017-022 on December 21, 2016, for the development of the Property (the “**ITN**”) and Purchaser was selected by GCRA to develop the Property pursuant to the ITN.

C. Seller and Purchaser have entered into a development agreement of even date herewith pursuant to which Purchaser will develop the Property (the “**Development Agreement**”).

D. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, in phases, upon the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings, promises, and agreements of the parties herein contained and intending to be legally bound, and of other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Phased Closing.** Subject to the other terms and conditions of this Agreement, the Property will be acquired by Purchaser in Parcels consistent with the phasing of the development of the Property contemplated by the Development Agreement and subject to the fulfillment of the conditions for each phase of development as specified in the Development Agreement. Any reference to “Closing” in this Agreement shall mean and apply to each and every Closing of a Parcel. The Closing Date for each Parcel shall be on a mutually agreeable date no later than thirty (30) days following the fulfillment of any conditions for Closing of a particular Parcel as set forth herein and in the Development Agreement.

2. **Purchase Price.** Purchaser agrees to pay Seller a total Purchase Price of _____ **No/100 Dollars (\$000.00)** [THIS AMOUNT SHOULD BE FINAL AGREED AMOUNT LESS A CREDIT FOR THE REFUNDABLE ITN DEPOSITS](the “**Purchase Price**”) for the Property, allocable to the Parcels as follows and subject to prorations, credits and adjustments as provided for herein. The Purchase Price has been reduced to account for the refundable deposit made by Purchaser pursuant to the ITN (the “**ITN Deposit**”). The Purchase Price shall be allocated to the Parcels and the estimated Closing Dates are set for on **Exhibit “B”**.

3. **Survey.** Within twenty (20) days of the Effective Date, Seller, at Seller’s expense, shall cause to be delivered to Purchaser two (2) copies of a survey or surveys of the Property certified to Purchaser. The survey(s) of the Property shall meet the ALTA/ACSM minimum standards for a survey prepared by a licensed Florida land surveyor and otherwise meeting the so-called “Minimum Technical Standards for Land Surveying in the State of Florida” (Chapter 61G17-6, Florida Administrative Code). The surveys must show the current legal metes and bounds description certified to the nearest 1/100 of an acre, all improvements, if any, located on the Property, and shall locate and identify, with relevant recording information, all utility lines, easements, rights-of-way and other matters of record as evidenced by the Commitment and the applicable flood plain designation of the Property. If the surveys disclose encroachments on the Property, or if improvements located thereon encroach on setback lines, easements, lands of others, or violates any restrictions, contracts, covenants, or applicable government regulations, the same shall constitute a Title Defect and may be objected to by Purchaser in accordance with the procedures set forth in section 5 below.

4. **Title.** Within twenty (20) days of the Effective Date, Seller, at Seller’s expense, shall obtain and provide to Purchaser, an owner’s title insurance commitment in standard ALTA Owner’s Title Insurance form as used in the State of Florida, issued by _____ Title Insurance Company (the “**Title Insurer**”). The commitment shall agree to insure, upon recording of the special warranty deed to Purchaser, Purchaser’s fee simple title to the Property in the amount of the Purchase Price, subject only to those matters specified in section 10 below and the so-called “Standard Exceptions” contained in Schedule B-II of the standard Title Insurer form of title insurance commitment (the “**Commitment**”). The Commitment shall include legible copies of instruments listed as exceptions thereto. The Commitment shall provide that the so-called “Standard Exceptions” will be deleted by the Title Insurer upon furnishing to the Title Insurer of (i) a lien, possession and encumbrance affidavit in the customary form, and (ii) the Survey prepared in accordance with section 3 above. The lien, possession and encumbrance affidavit referred to above shall certify that no work has been done on or to the Property and no materials, labor or services were furnished to, or for the benefit or improvement of, the Property pursuant to the request or agreement of Seller for the ninety (90) day period immediately preceding the date of the Closing which could serve as the basis for any statutory or common law liens or claims on or affecting the Property. The premium for the owner’s title insurance policy shall be paid in accordance with the terms and provisions of Section 19 below.

5. **Purchaser's Review of Title & Survey.** Purchaser shall have a period of twenty (20) days from receipt of the later of the survey(s) or the Commitment in which to examine and review the Survey and the Commitment and to make written objection to Seller and Title Issuer (the "**Purchaser's Title Objections**") to any matters reflected therein which render title to the Property unmarketable (as determined by the Uniform Title Standards promulgated by the Real Property, Probate and Trust Law Section of the Florida Bar) or which could hinder Purchaser's intended use and development of the Property (hereinafter referred to as "**Title Defects**"). Those matters reflected as non-preprinted exceptions from coverage within Schedule B-Section 2 of the title insurance commitment and for which no objection is timely made shall be considered "Permitted Exceptions". Seller shall have a period of seven (7) days after receipt of Purchaser's Title Objections to thereafter notify Purchaser whether Seller intends to cure such matters described in Purchaser's Title Objections (the "**Seller's Title Cure Notice**"), whereupon if Seller elects to cure such matters objected to by Purchaser, Seller shall have thirty (30) days from the date of Seller's Title Cure Notice after within which to cure or attempt to cure such Purchaser's Title Objections and to furnish to Purchaser evidence that the same have been cured. The date of Closing shall be extended to accommodate Seller's thirty (30) day cure period. If Seller fails to cure the defects within the cure period above provided for or makes no election to cure such matters objected to in Purchaser's Title Objection within the seven (7) day period for Seller to provide Purchaser with the Seller's Title Cure Notice, Purchaser shall have ten (10) days after (a) expiration of the Seller's seven (7) day period to deliver the Seller's Title Cure Notice if Seller fails to deliver the same to Purchaser; or (b) if Seller does elect to cure such items described in the Seller's Title Cure Notice, Purchaser shall have ten (10) days after the expiration of such Seller thirty (30) day title cure period, within which to elect to either (1) notify Seller that Purchaser desires to accept the title subject to the Title Defects; or (2) notify Seller that Purchaser shall not accept such title in which event this Agreement shall terminate, the Seller shall refund the ITN Deposit to the Purchaser promptly and the parties shall be released from any further obligations and liability to each other except for those obligations which are specifically intended to survive termination of this Agreement. In the event Purchaser accepts title to the Property subject to the Title Defects pursuant to option 1 in the preceding sentence, then, and in such event, (i) the Title Defects which Seller either failed to cure during Seller's thirty (30) day cure period or chose not to cure following receipt of Purchaser's Title Objections shall be deemed "Permitted Exceptions" and, as such, will be reflected as exceptions from coverage on the final owner's policy of title insurance issued pursuant to the Commitment.

6. **Inspection Period.** Purchaser has conducted certain inspections of the Property during the ITN process. Purchaser, at Purchaser's expense, shall have an additional period of sixty (60) days from the Effective Date (the "**Inspection Period**") to inspect the Property and to perform such inspection and tests or other examinations of the Property as Purchaser shall determine and in Purchaser's sole discretion (the "**Inspections**"). If at or before the end of the Inspection Period Purchaser, in its sole discretion, is not satisfied with the Property, then Purchaser shall be entitled to provide Seller written notice of such fact, thereby electing to terminate this Agreement by notice delivered to Seller on or before 5:00 P.M. on the last day of the Inspection Period, in which event the parties shall be relieved of all further obligations and liabilities under this Agreement. In the alternative, Purchaser may elect to maintain this Agreement in effect by delivery of written notice of the same to Seller (the "**Go Forward Notice**") on or before 5:00 P.M. on the last day of the Inspection Period. Failure by the Purchaser to provide written notice of

Purchaser's intent to terminate or to deliver the Go Forward Notice to Seller by 5:00 P.M. on the last day of the Inspection Period shall be deemed automatic termination of this Agreement, whereupon the full ITN Deposit paid to the Seller shall be refunded promptly by the Seller to Purchaser, and the parties shall be relieved of any further liability and obligations under this Agreement. Upon delivery of the Go Forward Notice, the ITN Deposit shall be non-refundable to Purchaser, except in the event of default by Seller under the terms and conditions in this Agreement, or in the event of a failure of any Purchaser or Seller Condition as more particularly described in Section 11 below, at which time the ITN Deposit will be returned to the Purchaser. Subsequent to the expiration of the Inspection Period, and provided Purchaser has elected to go forward with the purchase of the Property according to the terms and conditions in this Agreement, Purchaser shall continue to have access to the Property to make additional Inspections with respect to the Property. During the Inspection Period and thereafter through and including the consummation of the Closing, under the terms and conditions in this Agreement, Seller shall make reasonable efforts to cooperate with Purchaser and Purchaser's designated agents, employees, and representatives, and provide Purchaser with such documents and information as Purchaser may reasonably request from time to time concerning the Property (the "**Existing Data**"). Notwithstanding the generality of the foregoing, Seller shall not be obligated to procure any documents or information not within Seller's possession or control. With respect to Existing Data not in Seller's possession or control, Seller shall act in good faith and use its best efforts to assist Purchaser in obtaining such information where requested of Seller by Purchaser. The furnishing by Seller to Purchaser of copies of the Existing Data shall be without representation, covenant or warranty concerning the accuracy thereof or concerning Purchaser's right to utilize or rely thereon. In the event Purchaser elects to terminate this Agreement as herein provided or (ii) for any reason fails to close the purchase of the Property in accordance with the terms of this Agreement, then, and in any such event, Purchaser shall deliver to Seller within five (5) business days following the date of expiration, termination or cancellation of this Agreement the Existing Data which were delivered to Purchaser by Seller.

Purchaser and its agents, employees and independent contractors shall have the right to enter upon the Property for the purpose of performing the Inspections, provided that Purchaser has given oral or written notice to Seller's representative not less than two (2) business days prior to such entry, and provided said Inspections shall be performed in a manner which does not (i) disturb any of the occupants of the buildings comprising part of the improvements situated upon the Property or disrupt or interfere with activities then being carried out or conducted upon the Property or any adjacent or contiguous parcel of real property, or (ii) cause injury to any person or damage to any real or personal property, including, without limitation, any portion of the Property. Purchaser shall ensure that any holes drilled by Purchaser or any agent, employee or independent contractor of Purchaser upon any portion of the Property in connection with the Inspections are filled and compacted upon completion of such Inspections and that the Property is otherwise returned to the condition thereof existing immediately prior to the commencement by Purchaser of the Inspections.

Purchaser shall at all times indemnify, save harmless and defend Seller from, against and with respect to any and all claims, liabilities, loss, costs, damage and expenses (including reasonable attorneys' fees, actually incurred, whether incurred at or before the trial level or in any appellate or bankruptcy proceedings) which Seller or the Property may suffer, sustain or incur by

reason of any act or omission of Purchaser or any employee, agent or independent contractor of Purchaser on or in connection with the Property or the Inspections, including, without limitation, any damage to any part of the Property, or injury to any person or damage to or destruction of other real or personal property, and including the filing or enforcement of any construction statutory or common law lien or claim against the Property, or any part thereof. This duty of Purchaser to indemnify, defend and hold harmless the Seller shall survive the closing or earlier termination of this Agreement.

7. **Environmental Status of Property.** Seller has previously disclosed to Purchaser that there are certain known and potential environmental conditions present on the Property (the “**Environmental Conditions**”) on account of the Property having been utilized as a public utility and that notifications under federal or state law pertaining to the protection of the environment have been filed or served on Seller with regard to the discharge of Hazardous Substances. Within ten (10) days from the Effective Date, Seller, at Seller’s sole cost and expense, shall cause to be delivered to Purchaser, copies of all environmental reports related to the Property certified to Purchaser. Purchaser shall have the right, but not the obligation, to obtain any additional environmental assessments it chooses during the Inspection Period. [Insert description of current status of the assessment/clean-up of the property and where they are in the regulatory process]. Seller hereby covenants and agrees that it and/or GRU will remain responsible for all Environmental Conditions present on the Property as of the Effective Date and to perform all clean-up and other work necessary to receive a “no further action” letter for the Property. Seller, GRU and their agents and representatives, shall continue to have access to the Property to conduct environmental studies and testing on the Property [we need to describe the access based on the description of the clean-up activity necessary]. For purposes of this Agreement, Hazardous Substances include any hazardous wastes and toxic substances as variously defined under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 *et seq.*); the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 *et seq.*); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 *et seq.*); the Clean Air Act; (42 U.S.C. Sec. 7401 *et seq.*); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 *et seq.*); and any other state, federal or local statutes or ordinances pertaining to the environment, together with all rules, regulations, orders and the like, applicable to the same. This obligation shall survive the Closings and delivery of the Deeds.

8. **Monetary Liens.** Seller shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the Property (collectively “**Monetary Liens**”) to be released and discharged by the Closing for the Parcel of the Property being closed. In the event Seller fails to cause all Monetary Liens to be released and discharged by such Closing, Purchaser may, in addition to any of the other remedies available hereunder or at law or in equity, take all actions necessary to cause such Monetary Liens to be released and discharged and offset the cost thereof against the portion of the Purchase Price remaining unpaid.

9. **Management and Cooperation.** Between the Effective Date and the last Closing, Seller shall not cause or permit any waste or damage to occur to the Property or allow the Property to be encumbered in any manner, make any changes, alterations or additions to the Property, or enter into any covenant, condition, restriction, easement, lease or other agreement which affects

or could affect the Property. If Seller learns of any matter or event which has or could have an adverse effect on the value or physical condition of the Property (including, but not limited to, any (i) change in environmental condition of the Property, (ii) actual or threatened taking of any portion of the Property, (iii) change in the status of title to the Property, or (iv) pending or contemplated change in the zoning of the Property), then Seller shall immediately notify Purchaser thereof in writing. Seller agrees to promptly furnish Purchaser with any information related to the Property that Purchaser may request if the same is readily obtainable or is within Seller's possession or control. Seller also agrees, upon request, to cooperate with, assist and join in Purchaser's efforts to obtain permits, licenses, variances, zoning changes, subdivision approvals and other governmental consents that Purchaser deems necessary or desirable for its use or development of the Property.

10. **Deed of Conveyance.** Seller shall convey to Purchaser good and marketable title in fee simple to the Property, by transferable and recordable fee simple special warranty deeds, sufficient to permit Title Insurer to insure title to the Property on behalf of Purchaser as provided for in this Agreement. Such conveyance shall be free and clear of all liens, encumbrances and matters except for the following (collectively, the "**Permitted Exceptions**"): (i) this Agreement and the matters referred to herein, including those documents, instruments or matters referred to in this Agreement as comprising a part of the "Permitted Exceptions"; (ii) zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authority; and (iii) taxes for the year of Closing and subsequent years, which are not yet due and payable.

11. **Conditions Precedent to Closing.**

11.1 **Purchaser Conditions.** Purchaser's obligations to close on each and every Parcel shall be expressly conditioned upon the occurrence or satisfaction of the following conditions precedent (collectively "**Purchaser Conditions**"):

11.1.1 Seller's full performance of all of its obligations under the Development Agreement which are required to be performed on or before the Closing, for which the Purchaser shall be furnished evidence of the completion of such obligations;

11.1.2 Seller's full performance of all of its obligations under this Agreement which are required to be performed on or before the Closing, for which the Purchaser shall be furnished evidence of the completion of such obligations; and

11.1.3 The representations and warranties of Seller in this Agreement will be true and correct in all material respects as of the Closing as evidenced by the Closing Certificate described in Section 14 below.

11.2 **Failure of Purchaser Conditions.** Purchaser shall confirm to Seller in writing on or before the date of the Closing that all of the Purchaser Conditions have been satisfied or, to the extent any of the Purchaser Conditions have not been satisfied, that one or more of the Purchaser Conditions have not been satisfied and specifically describing such Purchaser Conditions which have yet to be satisfied. If any Purchaser Conditions shall not be satisfied at Closing then Purchaser may, at Purchaser's option, by written notice to Seller, in addition to any remedies available to Purchaser pursuant to this Agreement: (i) waive such conditions and close the transaction contemplated by this Agreement; or (ii) declare this Agreement to be null and void and receive a refund of an equitable share of the ITN Deposit for the portion of the Property not yet Closed from Seller, whereupon the parties shall be relieved from any further obligations and liabilities under this Agreement with the exception of those obligations which are specifically intended to survive termination of this Agreement.

11.3 **Seller Conditions.** Seller's obligation to close on each and every Parcel shall be expressly conditioned upon the occurrence or satisfaction of the following conditions precedent (collectively "**Seller Conditions**"):

11.3.1 Purchaser's full performance of all of its obligations under the Development Agreement which are required to be performed on or before the Closing, for which the Purchaser shall be furnished evidence of the completion of such obligations, and

11.3.2 Purchaser's full performance of all of its obligations under this Agreement which are required to be performed on or before the Closing.

11.4 **Failure of Seller's Conditions.** Seller shall confirm to Purchaser in writing on or before the date of the Closing that all of the Seller Conditions have been satisfied, or to the extent any of the Seller Conditions have not been satisfied, that one or more of the Seller Conditions have not been satisfied and specifically describing such Seller Conditions which have yet to be satisfied.

If any Seller Conditions shall not be satisfied at Closing then Seller may, at Seller's option, by written notice to Purchaser, in addition to any remedies available to Purchaser pursuant to this Agreement: (i) waive such conditions and close the remaining transactions contemplated by this Agreement; or (ii) declare this Agreement to be null and void and retain the ITN Deposit, whereupon the parties shall be relieved from any further obligations and liabilities under this Agreement with the exception of those obligations which are specifically intended to survive termination of this Agreement.

12. **Casualty and Eminent Domain.** Risk of any casualty or loss to the Parcels of Property occurring prior to any Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority under power of eminent domain, or notice of such proposed taking be obtained, prior to all Closings having occurred, then Seller shall provide immediate written notice thereof to Purchaser and, at Purchaser's option, Purchaser may (i) elect, by written notice to Seller, to terminate this Agreement and all remaining purchases of the Parcels in which event an equitable share of the ITN Deposit shall be refunded to the Purchaser promptly by Seller, (ii) elect to keep this Agreement in effect, pay the remaining Purchase Price do and owning as and when due and have assigned to it all claims and right of recovery for such casualty or taking, or (iii) endeavor to negotiate with Seller, for a period of time not to exceed sixty (60) days, amendments to the Agreement and/or the Development Agreement necessary or desirable to Purchaser to complete any remaining development of the Property pursuant to the Development Agreement. Purchaser shall make election in writing within sixty (60) days after Seller shall have notified Purchaser, in writing, of such taking or proposed taking or casualty damage, and any already scheduled Closing Date shall be extended, if necessary, to accommodate this notice period and, if applicable, the period of negotiation between Purchaser and Seller.

13. **Real Estate Commission.** Purchaser and Seller represent and warrant each to the other that, neither party has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee, or other similar charge being payable on account of the Closing. Each party hereto agrees to indemnify and hold harmless the other against any other cost for such a charge arising out of the actions of the indemnifying party.

14. **Seller's Representations and Warranties.** Seller hereby represents and warrants that as of the Effective Date and each Closing:

14.1.1 Seller is a validly formed Florida municipality.

14.1.2 There is no litigation pending or, to the best of Seller's knowledge, threatened, including condemnation or foreclosure actions, which in any manner affects the Property.

14.1.3 Except for the Environmental Conditions described in Section 7, Seller has disclosed to Purchaser, to the best of Seller's knowledge, there is no violation of any federal, state or local law, code, ordinance, rule, regulation or requirement affecting the Property, the improvements located upon the

Property or any other improvements servicing the Property, nor has Seller received any notice of the same.

- 14.1.4 To the best of Seller's knowledge, Seller has not received any notices, demands or deficiency from any state or county government or any agency thereof with regard to the Property.
- 14.1.5 Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Agreement and Seller has the full right, power and authority to carry out its obligations hereunder. There are no outstanding commitments, contracts, options, rights of first refusal or other agreements with respect to the ownership, use, sale or operation of the Property.
- 14.1.6 Except such approvals and consents which have been obtained or will be obtained prior to Closing, execution and delivery of, and the performance of all obligations under, this Agreement by Seller do not and will not require any consent or approval of any person or entity other than Seller.
- 14.1.7 Except for the Environmental Conditions, to the best of Seller's knowledge, Seller has treated, stored, recycled, disposed of or discharged any Hazardous Substances on or onto the Property and has not allowed any Hazardous Substances to escape on, under or about the Property.
- 14.1.8 Seller will represent and warrant that Seller will continue to pay, or cause to be paid, all utility bills through Closing.
- 14.1.9 The representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing, and Seller shall, at Closing, execute a certificate specifying whether all of the representations and warranties above are true as of the Closing (the "**Closing Certificate**"). Upon the Closing, those representations and warranties pertaining to the Property shall survive the Closings and delivery of the Deeds.

15. **Closing.** Assuming all Purchaser Conditions and Seller Conditions, as set forth in Section 11 above, are satisfied or are otherwise waived, and all terms, conditions, and requirements to Closing are satisfied according to this Agreement, the consummation of the Closing contemplated hereby for the sale and purchase of the Property shall take place on the schedule specified in Section 1. The Closing shall occur at the office of the Title Insurer located in Gainesville, Florida, or, in the alternative, Closing documents may be delivered to and exchanged by the parties via overnight mail.

16. **Documents to be Delivered by Seller at Closing.** On or before Closing, Seller shall deliver to the Title Insurer the following:

Development Agreement

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into this ___ day of _____, 2017 (the “Effective Date”), by and between the City of Gainesville (the “City”), a Florida municipal corporation, and 1220G-Collier Group (“Developer”), a Florida limited liability company.

WITNESSETH:

WHEREAS, the Gainesville Community Redevelopment Agency (“GCRA”), acting as the agent on behalf of Gainesville Regional Utilities (“GRU”) and the City issued Invitation to Negotiate No. 2017-022 on December 21, 2016 for the sale and development of select properties owned by the City in the area commonly referred to as the Power District located in the downtown area of City (the “ITN”);

WHEREAS, the property included in the ITN is comprised of _____ individual parcels (each, a “Parcel”, together, the “Parcels”), contains approximately 17.71 acres overall and is more particularly described on Exhibit A (the “Property”); and

WHEREAS, the Developer proposed the “Power District Plan” set forth on Exhibit B, which provides for the Property to be developed for multiple uses in three phases (the “Project”) upon the City’s completion of certain obligations as described herein; and

WHEREAS, the City, pursuant to Ordinance _____, has approved the Power District Plan and approved the award of the development of the Property to Developer; and

WHEREAS, the City and Developer desire to enter into this Development Agreement for the acquisition/lease, as applicable, development and rehabilitation of the Property in order to effectuate the Power District Plan.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Project. The Power District Plan provides for development of the Property in 3 phases and includes: developing 200+ housing units, repurposing 74,000 square feet of existing unoccupied buildings, re-tenanting 22,000 square feet of renovated space in the Catalyst Building, creating an adaptive reuse of 68,000 square feet of occupied space in the GRU Administration Building, constructing 73,000 square feet of flexible commercial space, reusing community gardens and expanding open space uses, daylighting the Sweetwater Branch Creek, reconfiguring parking, upgrading or relocating supporting infrastructure, establishing alternative energy sources, creating new pedestrian pathways, creating multiple public art features and establishing a linear urban walkway link between Sweetwater Branch Creek and Depot Park between SE 5th Avenue and SE Depot Avenue.

Phase I: [Describe]

Phase II: [Describe]

Phase III: [Describe]

2. Conveyance of the Property to Developer.

A. Sale of Certain Property. Simultaneously with the execution of this Agreement, the City and Developer shall enter into the Real Estate Purchase and Sale Agreement attached hereto as Exhibit C (the "Purchase and Sale Agreement") which provides for the City to convey, and the Developer to purchase, the portions of the Property described therein.

B. Lease of Other Property. Upon _____, the City and Developer shall enter into a long-term lease, in the form set forth on Exhibit D, for the portion of the Property described on Exhibit E.

3. Master Plan Approval. No later than the Closing Date (as defined in the Purchase and Sale Agreement) for Parcel _____, the parties shall develop and agree upon a mutually acceptable master plan for the Property and the adjacent additional property described on Exhibit F (the "Master Plan"). The Master Plan will show the proposed location, uses and approximate sizes of all buildings as contemplated in the Power District Plan and the specific development obligations being undertaken by the parties capable of being depicted on the Master Plan, including the re-location of utilities to be performed by City. It is agreed that a master plan is necessary and desirable for the harmonious and integrated development of all of the Power District properties and that this is a material consideration for the Agreement. The master plan shall be recorded in the Official Records if eligible for recording.

4. Specific City Obligations.

A. Environmental Clean-Up. The City and/or GRU will remain responsible for any and all environmental obligations on the Property and have access to the Property to fulfill this obligation as provided in the Purchase and Sale Agreement.

B. Zoning & Other Code Changes. [Describe]

C. Temporary and Long-Term Parking Rights. [Describe]

D. Stormwater Collection Upgrades. [Describe]

E. Utility Relocation/Upgrades. [Describe]

F. Solar Energy Service. [Describe]

G. Daylighting of Sweetwater Branch Creek. [Describe]

H. Developer Payments for Property. [Insert provision providing for the City to escrow the net funds received at the property closings to be used specifically for Specific City Obligations D-G. Alternatively, city to provide alternative dedicated source of funds to be

used to fulfill Specific City Obligations D-G. If City does not have adequate funding to perform the Specific City Obligations, provide for creating CDD and issuance of CDD bonds with closing funds and TIF funding.]

I. City Obligations Conditions to Developer's Performance. Other than the obligation to agree upon a Master Plan for the Property, the Developer's obligations hereunder and to acquire the Property are conditioned upon the City fulfilling its obligations under the Purchase and Sale Agreement and this Development Agreement which must be fulfilled prior to Developer being able to acquire the Property for each phase of development and develop it in accordance with the Master Plan.

5. City Approval of Plans.

- A. "Approved Plan" for the Project means the Master Plan for the Property approved by the Developer and the City.
- B. "Substantial Changes," to the Master Plan by Developer, as reasonably determined by the City, means: (1) the addition of any item not included in the Master Plan or the subtraction of an item from the Master Plan, (2) an increase or decrease of more than 5% in the size of a building from the size of the building shown on the Master Plan, (3) a proposed change in use of any building or portion of the Property from that shown on the Master Plan, or (4)
- C. City Approval. At the same time as Developer submits its construction plans to the City for a building permit, Developer shall present the construction plans to _____ for approval of the plans as being consistent with the Master Plan. City shall have two weeks from receipt of such construction plans to approve, disapprove, or comment upon the plans.
- D. Construction Per Approved Plan. Developer shall cause the individual projects contemplated by the Project to be performed according to the Approved Plan.
- E. Substantial Changes. If any Substantial Changes are proposed to be made to the Approved Plans, Developer shall submit amended Plans to the City for approval. The City shall review the amended Approved Plans at its next meeting, provided all information necessary for City's decision has been provided prior to the agenda submission deadline.
- F. City Disclaimer. City is not responsible for any error or omission in the Approved Plans or failure of the Approved Plans to comply with any building, zoning, or other regulations of other regulatory agencies. City's review and approval of the Approved Plans are in City's proprietary capacity. Nothing in this Agreement should be read to grant authority or approval of the City's regulatory authority.

G. Access to Project. City, its employees, and contracted agents shall have reasonable access to the Project during construction upon reasonable prior notice to Developer.

6. Marketing/Branding. Purchaser shall have the right to rebrand and market the Project as it determines in the best interest of the Project.

7. Project Completion.

A. "Completion Date" means the date Developer shall complete the work to be performed in each phase of the Project, as evidenced by a Certificate of Occupancy issued for work in that phase or, in the case of remodeling, _____[other appropriate documentation to evidence completion]. Developer shall provide City with copies of all Certificates of Occupancy issued on the Project.

B. Completion Schedule. At the commencement of each phase of the Project, the City and Developer shall agree, in writing, on the Completion Date for that phase of the Project. Subject to the City's fulfillment of its obligations under the Purchase and Sale Agreement and the obligations in Section 4 hereof, the estimated schedule for the Project, including estimated commencement and Completion Dates, is set forth on Exhibit G.

C. Material Delays. Prior to commencement of any phase of the Project, Developer shall immediately notify City's _____in writing, of any actual or reasonably anticipated material delays in the work to be performed in that phase of the Project.

8. Status Reports. Developer shall submit status reports to the City every three (3) months, commencing on the date which is three (3) months after the Closing Date (as defined in the Purchase and Sale Agreement) on Parcel ___ and continuing through the Completion Date (hereinafter defined). The information in the status reports should include at a minimum: the estimated commencement date and Completion Date of the then current phase of the Project, and an updated Critical Path Schedule which includes an updated schedule of values, and any change orders.

9. Insurance. Prior to commencement of any remodeling or other construction activities on the Property, Developer shall maintain the following types and amounts of insurance with an insurer rated A- or better by A.M. Best:

A. Commercial General Liability Insurance coverage in the minimum amount of \$2,000,000.00 for bodily injury (or death), and \$1,000,000.00 property damage, with an excess umbrella policy in a minimum coverage amount of \$10,000,000.00.

B. Full and complete Workers' Compensation Insurance Coverage as required by State of Florida law.

C. Automobile Liability Insurance coverage in the minimum amount of \$1,000,000.00 per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

City shall be named as additional insured on all insurance policies required hereunder, except Worker's Compensation coverage. Developer shall provide, or cause its General Contractor(s) to provide, City with a certificate of insurance evidencing the required coverage prior to the issuance of a building permit for Phase 1 of the Project, and shall furnish City evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy.

10. Indemnification. Developer agrees to indemnify and hold harmless City, its elected and appointed officers, employees, and agents, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the design and construction of the Project by Developer or its Contractor(s), architects and consultants ("Claims"), other than Claims resulting from the negligent acts or omissions or willful misconduct of City, or any of its elected or appointed officials, employee, agents, or representatives.

11. Default.

A. Developer's Default. Developer's failure to comply with its obligations contained in this Agreement, including, but not limited to, those described in Section 6 above, and the Reports in Section 7 above, shall be a material breach of this Agreement ("Default"; a Default following any applicable notice of cure period is referred to herein as an "Event Default"). City shall provide written notice of Default to Developer ("Notice of Default"). Developer shall have thirty (30) calendar days from the date of Developer's receipt of the Notice of Default to cure such Default ("Initial Cure Period"). In the event the nature of the "Default" is such that it cannot reasonably be cured within such Initial Cure Period, then Developer's cure period shall be extended, so long as Developer has commenced to cure such Default within said Initial Cure Period and Developer diligently undertakes and pursues such cure to completion ("Extended Cure Period"). Developer must provide City with documentation evidencing that Developer is diligently undertaking and pursuing such cure to completion.

Upon Developer's failure to cure such Default within the Initial Cure Period or any Extended Cure Period, as applicable, City may:

1. If the Event of Default occurs prior to the completion of Phase III of the Project, City may terminate this Agreement as its sole and exclusive remedy. Upon termination, all obligations of City and Developer pursuant to this Agreement shall then be forever discharged.

2. If the Event of Default occurs after the Completion Date of Phase 1 of the Project and arises from a change in use in the Project and City elects not to terminate the Agreement, City

shall have the right to require Developer's (or Developer's assignees or successors in title) specific performance under the terms and conditions of this Agreement.

B. Lender's Right to Cure. Developer shall provide City with the name and address of the holder of any mortgage that encumbers all or any portion of the Project (a "Mortgage Lender"). City shall provide the Mortgage Lender with a copy of any Notice of Default and the opportunity to cure the applicable Default on behalf of Developer under the same terms and conditions as provided herein. If the Default cannot practically be cured by the Mortgage Lender without the Mortgage Lender taking possession of the Property, then City shall grant the Mortgage Lender such additional time as is reasonably necessary for the Mortgage Lender to obtain possession of the Property and cure such Default, provided that the Mortgage Lender diligently undertakes and proceeds to obtain possession of the Property and cure such Default, and further provided that the Mortgage Lender provides City with documentation evidencing that it is diligently undertaking and proceeding to obtain such possession and cure such Default to City's reasonable satisfaction.

C. City Default. City's failure to comply with its obligations contained in this Agreement, including, but not limited to, those described in Section 4 above shall be a material breach of this Agreement ("City Default"; a City Default following any applicable notice of cure period is referred to herein as a "City Event of Default").

Upon such City Default, Developer shall provide written notice of such City Default to City ("Notice of City Default"). City shall have thirty (30) calendar days from the date of City's receipt of the Notice of City Default to cure such City Default ("Initial City Cure Period"). In the event the nature of the City Default is such that it cannot reasonably be cured within such Initial City Cure Period, then City's cure period shall be extended, so long as City has commenced to cure such City Default within Initial City Cure Period and City diligently undertakes and pursues such cure to completion ("Extended City Cure Period"). City must provide Developer with documentation evidencing that City is diligently undertaking and pursuing such cure to completion.

Upon City's failure to cure City Default, within the Initial City Cure Period or any Extended City Cure Period Developer may: (1) require specific performance of the Agreement by City; or (2) immediately terminate this Agreement.

12. Assignment.

- A. Parcels. Developer may not sell, convey, assign, or otherwise transfer or dispose of any of its rights, title, and interest in the Project or this Agreement without City's consent as detailed below, except that the Developer may assign its rights and obligations under this Agreement pertaining to a specific Parcel without City's consent.
- B. Project. Developer may assign any and/or all of its right, title, and interest in, and its obligations under, this Agreement or the Project pertaining to that phase to a person or entity other than its lender upon the prior, written consent of City, such consent not to

be unreasonably withheld, conditioned, or delayed. A decision to deny Developer's request shall only be deemed reasonable if the proposed purchaser lacks the financial ability and experience to fulfill the responsibilities, obligations, and duties mandated by this Agreement. Developer shall provide City with written notice of such proposed assignment along with the name, address, and such financial information relating to the proposed assignee as City may reasonably require (Assignment Information). City shall notify Developer of City's approval or disapproval of the proposed assignment within thirty (30) days from its receipt of the notice and Assignment Information. City's failure to notify Developer within such thirty (30) day period shall constitute its approval of the assignment. Upon approval of the assignment, the assignment instrument shall be sent to City and must include street address, telephone number, and e-mail address of the assignee. Such contact information shall be used by the parties under the notices provision herein. In connection with Developer's assignment of this Agreement, either Developer shall remain responsible for, or the assignee must assume in writing, the responsibilities, obligations, and duties associated with the interests being assigned by Developer. Upon the assignee's assumption of such responsibilities, obligations, and duties, Developer shall be relieved of same.

A. **Bankruptcy.** In the event: (a) an order or decree is entered appointing a receiver of Developer or its assets, which is not appealed (or if appealed is determined adverse to Developer by such appeal); or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated, or discharged within ninety (90) days after the filing thereof, then City shall have the right to immediately terminate this Agreement.

15. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder of this Agreement to be invalid, illegal, or unenforceable.

16. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and Developer. Developer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. The City cannot create any obligation or responsibility on behalf of Developer or bind Developer in any manner. Each party is acting for its own, account and has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this Agreement.

17. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), officer, director, manager, employee, or agent of the City or Developer in an individual capacity and neither shall any such individuals

be subject to personal liability by reason of any covenant or obligation of the City or Developer hereunder.

18. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

19. Amendment. This Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

20. Exhibits. All exhibits attached hereto are incorporated herein by reference.

21. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either hand-delivery, U.S. mail, first class, postage prepaid, by certified or registered mail (return receipt requested), or by a national overnight courier services to the following addresses:

[INSERT ADDRESSES]

22. Captions. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

23. Permits. Developer shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct the Project on the Property.

24. Compliance with Laws. Developer shall at all times be in compliance with all applicable federal, state, and local laws, statutes, rules, and regulations with respect to the Project, including, but not limited to, the Gainesville City Code and City Code sections pertaining specifically to planning, zoning, and permitting. This paragraph is not intended to preclude the City from granting Developer certain waivers, exemptions, or variances under the Gainesville City Code as allowed therein, nor is it intended to preclude Developer from challenging, in the manner provided for by applicable law, the application of any of the foregoing to the Project.

25. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

26. Force Majeure. The Parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and

without the fault of the Parties ("Force Majeure"). Such causes may include, but shall not be limited to, Acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, strikes, breach of contract by Developer's General Contractor or subcontractors of the Developer's General Contractor, as evidenced by a notice issued or claim made in accordance with the terms of the contract at issue, (provided that Developer has made all payments required by the applicable construction contract), substantial shortages of building materials within the Gainesville Metropolitan Area, or failure or breakdown of transmission or other facilities. Notwithstanding anything herein to the contrary, if Developer or the City is delayed, hindered, or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period that such performance is delayed, hindered, or prevented, and the party delayed, hindered, or prevented in or from performing shall not be deemed in breach hereunder.

27. ITN. The ITN is attached hereto as Exhibit H and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

Witness:

“City”

City of Gainesville

By: _____

Name: _____

Date: _____

By: _____

Anthony Lyons, City Manager

Date: _____

Witness:

By: _____

Name: _____

Date: _____

Witness:

“Developer”

1220G-Collier Group

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

Witness:

By: _____

Name: _____

Date: _____

Exhibit G

Completion Schedule

Project Deliverable	Responsible Party	Estimated Commencement Date	Estimated Completion Date

- 16.1 Special Warranty Deed conveying to Purchaser fee simple title to the Property in form and content specified in this Agreement.
- 16.2 A lien, possession and encumbrance affidavit in the form and content required by Section 4 above. Such affidavit shall also contain a certification evidencing that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the “gap” at the date of Closing.
- 16.3 The Closing Certificate as required by Section 14.10 above.
- 16.4 Closing Statement for execution by both parties.
- 16.5 Assignment of permits, licenses and approvals assigning to Purchaser, if and to the extent assignable and transferable, any permits, licenses, approvals or other entitlements held by Seller with respect to the Property, if any.
- 16.6 Such information, affidavits, and documents as may be reasonably necessary and required by the title company and which are customary in such transaction.
- 16.7 Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.
17. **Purchaser’s Closing Deliveries.** On or before Closing, Purchaser shall deliver, or cause to be delivered, to the Title Insurer the following:
- a. The amount of the Purchase Price assigned to the Parcel(s) being closed, subject to credits, adjustments and prorations provided for in this Agreement, by completed bank wire transfer of immediately available federal funds.
 - b. Any additional funds required to be paid by Purchaser at Closing, including, without limitation, any closing costs and other expenses required to be paid hereunder by Purchaser, by completed bank wire transfer of immediately available federal funds.
 - c. Such information, affidavits, and documents as may be reasonably necessary and required by the title company and which are customary in such transaction.
 - d. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.
18. **Possession.** Exclusive possession of each Parcel shall be delivered to Purchaser on the date of Closing.
19. **Closing Costs.**

a. Purchaser's Costs. Purchaser shall pay for all costs of inspection and study of the Property conducted by Purchaser and any financing related costs in connection with the Purchaser's acquisition of the Property.

b. Seller's Costs. Seller shall pay for (i) Seller's attorneys' fees, (ii) the recording fees for the Special Warranty Deed; (iii) any transfer, stamp, real estate conveyance or similar tax payable on the transfer of the Property; and (iv) Purchaser's attorneys' fees the cost of the Title Commitment and Owner's Title Policy, and all recording fees relating to title clearance matters.

c. Proration of Ad Valorem Taxes. Purchaser and Seller shall prorate ad valorem taxes and assessments against the Property as of the date of Closing. Ad valorem taxes and assessments shall be prorated based upon the actual tax or assessment bill for the year of Closing, and if not available, then on the tax or assessment bill for the year prior to the year of Closing, taking into account any discounts for early payment; and upon receipt of the actual tax or assessment bill for the year of Closing, Purchaser and Seller shall re-prorate taxes or assessments, with repayment to, or repayment by Seller, as may be required. This provision shall survive the Closings and delivery of the Deeds.

20. **Default and Remedies.**

a. Default by Purchaser and Remedies of Seller. In the event for any reason Purchaser defaults in the performance of its obligations under this Agreement, Seller may elect to terminate this Agreement by written notice to Purchaser and the Escrow Agent, in which event, the ITN Deposit shall be retained by Seller as and for consideration for the execution of this Agreement by Seller and as agreed upon liquidated damages in full settlement of all claims hereunder, whereupon all parties shall be released from further liability hereunder except for any obligations or liabilities specifically identified in this Agreement to survive such termination. Seller and Purchaser hereby agree and acknowledge that this provision for liquidated and agreed-upon damages is a bona fide provision for such and is not intended as a penalty or a forfeiture. The parties understand that the binding of Seller to convey the Property to Purchaser for the price and under the terms herein set forth, the withdrawal thereof from the market and the consequent knowledge within the marketplace of the fact that Seller has agreed to sell the property for a particular price will, if Purchaser defaults in performing this agreement, cause Seller substantial damages which will be difficult or impossible to calculate with mathematical certainty, so that the parties, desiring to obviate the difficulties, expense and uncertainty of litigation and to limit the claim of Seller against Purchaser in the event of Purchaser's default, have agreed in good faith upon this provision for liquidated damages. The foregoing provision for liquidated damages shall not limit the right of Seller to indemnification or recovery of costs and attorneys' fees as provided for elsewhere in this Agreement in the event of litigation arising out of this Agreement and shall not limit Seller's right to receive delivery of the "Existing Data" referred to above.

b. Default by Seller and Remedies of Purchaser. In the event for any reason Seller defaults in the performance of Seller's obligations under this Agreement, Purchaser shall have the following remedies:

i. Purchaser shall have the right of specific performance; or

ii. In the alternative, Purchaser may elect to terminate this Agreement by written notice to Seller, in which event, the ITN Deposit, shall be returned to the Purchaser promptly, whereupon and all parties shall be released from liability hereunder except with respect to the indemnification, defense and hold harmless provisions of this Agreement and such other obligations or liabilities specifically identified in this Agreement to survive such termination.

Purchaser is limited to the remedies listed in this Section 18 above, and under no circumstances shall Purchaser be entitled to sue for damages except in the event Seller defaults hereunder by conveying title to the Property to a person or entity other than Purchaser or Purchaser's permitted assignee during the term of this Agreement or by intentionally causing the recordation in the Public Records of Alachua County, Florida, after the effective date of the title insurance commitment, of any instrument or document not comprising part of the Permitted Exceptions which adversely affects title to the Property, or any part thereof, and which renders the affected portion of the Property unmarketable, thereby effectively prejudicing Purchaser's remedy of specific performance as specified in this Section.

c. Remedies Which Survive Closing. In the event Purchaser or Seller breaches or fails to timely perform any term, provision, covenant or obligation of this Agreement which, by its terms, survives Closing, the aggrieved party shall have the right to pursue and enforce, as against each defaulting party or parties, all rights and remedies available at law or in equity, including, without limitation, injunctive relief, specific performance, declaratory relief as well as the recovery of actual damages suffered or incurred as a proximate result of such breach or failure to perform by the defaulting party or parties; provided, however, that no party shall be entitled to recover against any other party punitive damages, consequential damages, or exemplary damages.

d. Notice and Opportunity to Cure. In the event any party considers another party to be in default hereunder, such party shall provide to the defaulting party written notice (the "**Default Notice**") specifying in reasonable detail the act or omission alleged to constitute the default. The party receiving the factually correct Default Notice shall not be considered to be in default hereunder unless (i) the act or omission constituting the default is not cured within five (5) days following receipt of the Default Notice, or (ii) in the event the act or omission constituting the default is not reasonably susceptible of cure within such five (5) day period, the party receiving such Default Notice fails to commence, within such five (5) day period, all actions reasonably calculated to effect cure of such default and/or to diligently and continuously prosecute all such actions to completion such that, in any event, the default is cured within ten (10) days following the date of receipt of the Default Notice. The foregoing provisions of this Section shall not apply to the obligation of each of the parties to timely close on the dates of Closing (assuming the prior satisfaction or waiver of the Purchaser Conditions and Seller Conditions, as applicable); it being the intent and agreement of the parties that failure by any party to close on the dates of Closing (assuming the prior satisfaction or waiver of the Purchaser Conditions and Seller Conditions, as applicable) shall be and constitute a default hereunder which neither requires a Default Notice nor is susceptible of cure.

21. Purchaser's Continuing Right of Access. Purchaser and its agents, employees and independent contractors shall have the continuing right to enter upon the Property for the purpose

of performing Inspections until the last of the Closings contemplated by this Agreement has occurred, provided that Purchaser has given oral or written notice to Seller's representative not less than two (2) business days prior to such entry, and provided said Inspections shall be performed in a manner which does not (i) disturb any of the occupants of the buildings comprising part of the improvements situated upon the Property or disrupt or interfere with activities then being carried out or conducted upon the Property or any adjacent or contiguous parcel of real property, or (ii) cause injury to any person or damage to any real or personal property, including, without limitation, any portion of the Property. Purchaser shall ensure that any holes drilled by Purchaser or any agent, employee or independent contractor of Purchaser upon any portion of the Property in connection with the Inspections are filled and compacted upon completion of such Inspections and that the Property is otherwise returned to the condition thereof existing immediately prior to the commencement by Purchaser of the Inspections.

22. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such notice, and delivered personally to the other parties or sent by express 24- hour guaranteed courier (e.g. Federal Express) or delivery service or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by facsimile with confirmed receipt, addressed to the other parties as follows (or to such other place as any party may by Notice to the others specify):

[Insert Table of Addresses. For Purchaser, Notices to be provided to Purchaser as well as Collier Co. and 1220Group.]

Notices shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

23. **Counterparts; Electronic Copies.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile, portable document format (PDF) or other reproduction of this Agreement may be executed or otherwise authenticated by the parties (in counterparts or otherwise) and when so executed or otherwise authenticated shall be considered valid, binding and effective for all purposes. When so executed or otherwise authenticated by the parties (in counterparts or otherwise) a facsimile, portable document format (PDF), telecopy or other electronic copy or reproduction of this Agreement shall be deemed an original hereof and the parties intend that such facsimile, portable document format (PDF), telecopy or other electronic copy or reproduction shall be admissible in evidence to the same extent as an original hereof bearing the original signatures (or being otherwise authenticated) by or on behalf of all parties hereto.

24. **Venue; Governing Law.** The parties hereto expressly agree that the venue of any state court litigation arising out of this Agreement shall be in Alachua County, Florida. Venue in any federal court litigation arising out of this Agreement shall be in the Federal District Court for the Northern District of Florida. The parties hereto expressly agree that the terms and conditions in

this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

25. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

26. **Captions.** Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

27. **Time is of the Essence.** Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day. As used herein, the term “business day” means and refers to a day which is not a Saturday, Sunday or legal holiday in Alachua County, Florida. The term “legal holiday” means and refers to a day other than a Saturday or Sunday on which (i) national banks are permitted not to open for banking business and (ii) the Alachua County Courthouse is not open for the transaction of public business.

28. **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

29. **Interpretation Presumption.** This Agreement has been negotiated by the parties hereto and by the respective attorneys for each party. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

30. **Assignment.** Except as otherwise provided in this Agreement, Purchaser shall not assign Purchaser’s right hereunder without the prior written consent of Seller, which may not be unreasonably withheld, qualified or delayed. Notwithstanding the foregoing, Purchaser may assign its rights and obligations in this Agreement as to a particular Parcel to an affiliated entity of Purchaser or to a third party without Seller’s prior written consent.

31. **Attorneys' Fees.** In connection with any litigation, including pretrial, trial, appellate or bankruptcy or collection proceedings, arising out of, under or relating to this Agreement or to the Property, or in connection with any action for rescission of this Agreement or for declaratory or injunctive relief, the prevailing party shall be entitled to recover from the other party such prevailing party's actual, reasonable, out-of-pocket costs and reasonable attorneys' and paralegals' fees.

32. **Recordation Of Memorandum.** Seller will agree to execute a memorandum of this Agreement for recording in the public records upon Purchaser's request.

33. **Successors and Assigns.** The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto and the terms "Seller" and "Purchaser" shall include the parties to this Agreement and their respective assigns and successors-in-interest and/or title. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimize or render effective any assignment in violation of the provisions of Section 30 above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Witness: "City"

City of Gainesville

By: _____
Name: _____
Date: _____

By: _____
Anthony Lyons, City Manager
Date: _____

Witness:

By: _____
Name: _____
Date: _____

Witness:

"Developer"

1220G-Collier Group

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Witness:

By: _____
Name: _____
Date: _____

EXHIBIT "A"

Legal Description

EXHIBIT “B”

Parcel No.	Allocation of Purchase Price	Estimated Closing Date, Contingent Upon Fulfillment of Any Conditions in Development Agreement and this Agreement
Parcel 1		
Parcel 2		
Parcel 3		
Parcel 4		

Power District

TIME TO

CHANGE!!

Development Agreement

Development Agreement | Real Estate Contract

Development Agreement

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into this ___ day of _____, 2017 (the “Effective Date”), by and between the City of Gainesville (the “City”), a Florida municipal corporation, and 1220G-Collier Group (“Developer”), a Florida limited liability company.

WITNESSETH:

WHEREAS, the Gainesville Community Redevelopment Agency (“GCRA”), acting as the agent on behalf of Gainesville Regional Utilities (“GRU”) and the City issued Invitation to Negotiate No. 2017-022 on December 21, 2016 for the sale and development of select properties owned by the City in the area commonly referred to as the Power District located in the downtown area of City (the “ITN”);

WHEREAS, the property included in the ITN is comprised of _____ individual parcels (each, a “Parcel”, together, the “Parcels”), contains approximately 17.71 acres overall and is more particularly described on Exhibit A (the “Property”); and

WHEREAS, the Developer proposed the “Power District Plan” set forth on Exhibit B, which provides for the Property to be developed for multiple uses in three phases (the “Project”) upon the City’s completion of certain obligations as described herein; and

WHEREAS, the City, pursuant to Ordinance _____, has approved the Power District Plan and approved the award of the development of the Property to Developer; and

WHEREAS, the City and Developer desire to enter into this Development Agreement for the acquisition/lease, as applicable, development and rehabilitation of the Property in order to effectuate the Power District Plan.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Project. The Power District Plan provides for development of the Property in 3 phases and includes: developing 200+ housing units, repurposing 74,000 square feet of existing unoccupied buildings, re-tenanting 22,000 square feet of renovated space in the Catalyst Building, creating an adaptive reuse of 68,000 square feet of occupied space in the GRU Administration Building, constructing 73,000 square feet of flexible commercial space, reusing community gardens and expanding open space uses, daylighting the Sweetwater Branch Creek, reconfiguring parking, upgrading or relocating supporting infrastructure, establishing alternative energy sources, creating new pedestrian pathways, creating multiple public art features and establishing a linear urban walkway link between Sweetwater Branch Creek and Depot Park between SE 5th Avenue and SE Depot Avenue.

Phase I: [Describe]

Phase II: [Describe]

Phase III: [Describe]

2. Conveyance of the Property to Developer.

A. Sale of Certain Property. Simultaneously with the execution of this Agreement, the City and Developer shall enter into the Real Estate Purchase and Sale Agreement attached hereto as Exhibit C (the “Purchase and Sale Agreement”) which provides for the City to convey, and the Developer to purchase, the portions of the Property described therein.

B. Lease of Other Property. Upon _____, the City and Developer shall enter into a long-term lease, in the form set forth on Exhibit D, for the portion of the Property described on Exhibit E.

3. Master Plan Approval. No later than the Closing Date (as defined in the Purchase and Sale Agreement) for Parcel _____, the parties shall develop and agree upon a mutually acceptable master plan for the Property and the adjacent additional property described on Exhibit F (the “Master Plan”). The Master Plan will show the proposed location, uses and approximate sizes of all buildings as contemplated in the Power District Plan and the specific development obligations being undertaken by the parties capable of being depicted on the Master Plan, including the re-location of utilities to be performed by City. It is agreed that a master plan is necessary and desirable for the harmonious and integrated development of all of the Power District properties and that this is a material consideration for the Agreement. The master plan shall be recorded in the Official Records if eligible for recording.

4. Specific City Obligations.

A. Environmental Clean-Up. The City and/or GRU will remain responsible for any and all environmental obligations on the Property and have access to the Property to fulfill this obligation as provided in the Purchase and Sale Agreement.

B. Zoning & Other Code Changes. [Describe]

C. Temporary and Long-Term Parking Rights. [Describe]

D. Stormwater Collection Upgrades. [Describe]

E. Utility Relocation/Upgrades. [Describe]

F. Solar Energy Service. [Describe]

G. Daylighting of Sweetwater Branch Creek. [Describe]

H. Developer Payments for Property. [Insert provision providing for the City to escrow the net funds received at the property closings to be used specifically for Specific City Obligations D-G. Alternatively, city to provide alternative dedicated source of funds to be

used to fulfill Specific City Obligations D-G. If City does not have adequate funding to perform the Specific City Obligations, provide for creating CDD and issuance of CDD bonds with closing funds and TIF funding.]

I. City Obligations Conditions to Developer's Performance. Other than the obligation to agree upon a Master Plan for the Property, the Developer's obligations hereunder and to acquire the Property are conditioned upon the City fulfilling its obligations under the Purchase and Sale Agreement and this Development Agreement which must be fulfilled prior to Developer being able to acquire the Property for each phase of development and develop it in accordance with the Master Plan.

5. City Approval of Plans.

- A. "Approved Plan" for the Project means the Master Plan for the Property approved by the Developer and the City.
- B. "Substantial Changes," to the Master Plan by Developer, as reasonably determined by the City, means: (1) the addition of any item not included in the Master Plan or the subtraction of an item from the Master Plan, (2) an increase or decrease of more than 5% in the size of a building from the size of the building shown on the Master Plan, (3) a proposed change in use of any building or portion of the Property from that shown on the Master Plan, or (4)
- C. City Approval. At the same time as Developer submits its construction plans to the City for a building permit, Developer shall present the construction plans to _____ for approval of the plans as being consistent with the Master Plan. City shall have two weeks from receipt of such construction plans to approve, disapprove, or comment upon the plans.
- D. Construction Per Approved Plan. Developer shall cause the individual projects contemplated by the Project to be performed according to the Approved Plan.
- E. Substantial Changes. If any Substantial Changes are proposed to be made to the Approved Plans, Developer shall submit amended Plans to the City for approval. The City shall review the amended Approved Plans at its next meeting, provided all information necessary for City's decision has been provided prior to the agenda submission deadline.
- F. City Disclaimer. City is not responsible for any error or omission in the Approved Plans or failure of the Approved Plans to comply with any building, zoning, or other regulations of other regulatory agencies. City's review and approval of the Approved Plans are in City's proprietary capacity. Nothing in this Agreement should be read to grant authority or approval of the City's regulatory authority.

G. Access to Project. City, its employees, and contracted agents shall have reasonable access to the Project during construction upon reasonable prior notice to Developer.

6. Marketing/Branding. Purchaser shall have the right to rebrand and market the Project as it determines in the best interest of the Project.

7. Project Completion.

A. "Completion Date" means the date Developer shall complete the work to be performed in each phase of the Project, as evidenced by a Certificate of Occupancy issued for work in that phase or, in the case of remodeling, _____[other appropriate documentation to evidence completion]. Developer shall provide City with copies of all Certificates of Occupancy issued on the Project.

B. Completion Schedule. At the commencement of each phase of the Project, the City and Developer shall agree, in writing, on the Completion Date for that phase of the Project. Subject to the City's fulfillment of its obligations under the Purchase and Sale Agreement and the obligations in Section 4 hereof, the estimated schedule for the Project, including estimated commencement and Completion Dates, is set forth on Exhibit G.

C. Material Delays. Prior to commencement of any phase of the Project, Developer shall immediately notify City's _____ in writing, of any actual or reasonably anticipated material delays in the work to be performed in that phase of the Project.

8. Status Reports. Developer shall submit status reports to the City every three (3) months, commencing on the date which is three (3) months after the Closing Date (as defined in the Purchase and Sale Agreement) on Parcel ___ and continuing through the Completion Date (hereinafter defined). The information in the status reports should include at a minimum: the estimated commencement date and Completion Date of the then current phase of the Project, and an updated Critical Path Schedule which includes an updated schedule of values, and any change orders.

9. Insurance. Prior to commencement of any remodeling or other construction activities on the Property, Developer shall maintain the following types and amounts of insurance with an insurer rated A- or better by A.M. Best:

A. Commercial General Liability Insurance coverage in the minimum amount of \$2,000,000.00 for bodily injury (or death), and \$1,000,000.00 property damage, with an excess umbrella policy in a minimum coverage amount of \$10,000,000.00.

B. Full and complete Workers' Compensation Insurance Coverage as required by State of Florida law.

C. Automobile Liability Insurance coverage in the minimum amount of \$1,000,000.00 per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

City shall be named as additional insured on all insurance policies required hereunder, except Worker's Compensation coverage. Developer shall provide, or cause its General Contractor(s) to provide, City with a certificate of insurance evidencing the required coverage prior to the issuance of a building permit for Phase 1 of the Project, and shall furnish City evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy.

10. Indemnification. Developer agrees to indemnify and hold harmless City, its elected and appointed officers, employees, and agents, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the design and construction of the Project by Developer or its Contractor(s), architects and consultants ("Claims"), other than Claims resulting from the negligent acts or omissions or willful misconduct of City, or any of its elected or appointed officials, employee, agents, or representatives.

11. Default.

A. Developer's Default. Developer's failure to comply with its obligations contained in this Agreement, including, but not limited to, those described in Section 6 above, and the Reports in Section 7 above, shall be a material breach of this Agreement ("Default"; a Default following any applicable notice of cure period is referred to herein as an "Event Default"). City shall provide written notice of Default to Developer ("Notice of Default"). Developer shall have thirty (30) calendar days from the date of Developer's receipt of the Notice of Default to cure such Default ("Initial Cure Period"). In the event the nature of the "Default" is such that it cannot reasonably be cured within such Initial Cure Period, then Developer's cure period shall be extended, so long as Developer has commenced to cure such Default within said Initial Cure Period and Developer diligently undertakes and pursues such cure to completion ("Extended Cure Period"). Developer must provide City with documentation evidencing that Developer is diligently undertaking and pursuing such cure to completion.

Upon Developer's failure to cure such Default within the Initial Cure Period or any Extended Cure Period, as applicable, City may:

1. If the Event of Default occurs prior to the completion of Phase III of the Project, City may terminate this Agreement as its sole and exclusive remedy. Upon termination, all obligations of City and Developer pursuant to this Agreement shall then be forever discharged.

2. If the Event of Default occurs after the Completion Date of Phase 1 of the Project and arises from a change in use in the Project and City elects not to terminate the Agreement, City

shall have the right to require Developer's (or Developer's assignees or successors in title) specific performance under the terms and conditions of this Agreement.

B. Lender's Right to Cure. Developer shall provide City with the name and address of the holder of any mortgage that encumbers all or any portion of the Project (a "Mortgage Lender"). City shall provide the Mortgage Lender with a copy of any Notice of Default and the opportunity to cure the applicable Default on behalf of Developer under the same terms and conditions as provided herein. If the Default cannot practically be cured by the Mortgage Lender without the Mortgage Lender taking possession of the Property, then City shall grant the Mortgage Lender such additional time as is reasonably necessary for the Mortgage Lender to obtain possession of the Property and cure such Default, provided that the Mortgage Lender diligently undertakes and proceeds to obtain possession of the Property and cure such Default, and further provided that the Mortgage Lender provides City with documentation evidencing that it is diligently undertaking and proceeding to obtain such possession and cure such Default to City's reasonable satisfaction.

C. City Default. City's failure to comply with its obligations contained in this Agreement, including, but not limited to, those described in Section 4 above shall be a material breach of this Agreement ("City Default"; a City Default following any applicable notice of cure period is referred to herein as a "City Event of Default").

Upon such City Default, Developer shall provide written notice of such City Default to City ("Notice of City Default"). City shall have thirty (30) calendar days from the date of City's receipt of the Notice of City Default to cure such City Default ("Initial City Cure Period"). In the event the nature of the City Default is such that it cannot reasonably be cured within such Initial City Cure Period, then City's cure period shall be extended, so long as City has commenced to cure such City Default within Initial City Cure Period and City diligently undertakes and pursues such cure to completion ("Extended City Cure Period"). City must provide Developer with documentation evidencing that City is diligently undertaking and pursuing such cure to completion.

Upon City's failure to cure City Default, within the Initial City Cure Period or any Extended City Cure Period Developer may: (1) require specific performance of the Agreement by City; or (2) immediately terminate this Agreement.

12. Assignment.

- A. Parcels. Developer may not sell, convey, assign, or otherwise transfer or dispose of any of its rights, title, and interest in the Project or this Agreement without City's consent as detailed below, except that the Developer may assign its rights and obligations under this Agreement pertaining to a specific Parcel without City's consent.
- B. Project. Developer may assign any and/or all of its right, title, and interest in, and its obligations under, this Agreement or the Project pertaining to that phase to a person or entity other than its lender upon the prior, written consent of City, such consent not to

be unreasonably withheld, conditioned, or delayed. A decision to deny Developer's request shall only be deemed reasonable if the proposed purchaser lacks the financial ability and experience to fulfill the responsibilities, obligations, and duties mandated by this Agreement. Developer shall provide City with written notice of such proposed assignment along with the name, address, and such financial information relating to the proposed assignee as City may reasonably require (Assignment Information). City shall notify Developer of City's approval or disapproval of the proposed assignment within thirty (30) days from its receipt of the notice and Assignment Information. City's failure to notify Developer within such thirty (30) day period shall constitute its approval of the assignment. Upon approval of the assignment, the assignment instrument shall be sent to City and must include street address, telephone number, and e-mail address of the assignee. Such contact information shall be used by the parties under the notices provision herein. In connection with Developer's assignment of this Agreement, either Developer shall remain responsible for, or the assignee must assume in writing, the responsibilities, obligations, and duties associated with the interests being assigned by Developer. Upon the assignee's assumption of such responsibilities, obligations, and duties, Developer shall be relieved of same.

A. **Bankruptcy.** In the event: (a) an order or decree is entered appointing a receiver of Developer or its assets, which is not appealed (or if appealed is determined adverse to Developer by such appeal); or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated, or discharged within ninety (90) days after the filing thereof, then City shall have the right to immediately terminate this Agreement.

15. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder of this Agreement to be invalid, illegal, or unenforceable.

16. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and Developer. Developer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. The City cannot create any obligation or responsibility on behalf of Developer or bind Developer in any manner. Each party is acting for its own, account and has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this Agreement.

17. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), officer, director, manager, employee, or agent of the City or Developer in an individual capacity and neither shall any such individuals

be subject to personal liability by reason of any covenant or obligation of the City or Developer hereunder.

18. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

19. Amendment. This Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

20. Exhibits. All exhibits attached hereto are incorporated herein by reference.

21. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either hand-delivery, U.S. mail, first class, postage prepaid, by certified or registered mail (return receipt requested), or by a national overnight courier services to the following addresses:

[INSERT ADDRESSES]

22. Captions. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

23. Permits. Developer shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct the Project on the Property.

24. Compliance with Laws. Developer shall at all times be in compliance with all applicable federal, state, and local laws, statutes, rules, and regulations with respect to the Project, including, but not limited to, the Gainesville City Code and City Code sections pertaining specifically to planning, zoning, and permitting. This paragraph is not intended to preclude the City from granting Developer certain waivers, exemptions, or variances under the Gainesville City Code as allowed therein, nor is it intended to preclude Developer from challenging, in the manner provided for by applicable law, the application of any of the foregoing to the Project.

25. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

26. Force Majeure. The Parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and

without the fault of the Parties ("Force Majeure"). Such causes may include, but shall not be limited to, Acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, strikes, breach of contract by Developer's General Contractor or subcontractors of the Developer's General Contractor, as evidenced by a notice issued or claim made in accordance with the terms of the contract at issue, (provided that Developer has made all payments required by the applicable construction contract), substantial shortages of building materials within the Gainesville Metropolitan Area, or failure or breakdown of transmission or other facilities. Notwithstanding anything herein to the contrary, if Developer or the City is delayed, hindered, or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period that such performance is delayed, hindered, or prevented, and the party delayed, hindered, or prevented in or from performing shall not be deemed in breach hereunder.

27. ITN. The ITN is attached hereto as Exhibit H and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

Witness:

“City”

City of Gainesville

By: _____

Name: _____

Date: _____

By: _____

Anthony Lyons, City Manager

Date: _____

Witness:

By: _____

Name: _____

Date: _____

Witness:

“Developer”

1220G-Collier Group

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

Witness:

By: _____

Name: _____

Date: _____

Exhibit G

Completion Schedule

Project Deliverable	Responsible Party	Estimated Commencement Date	Estimated Completion Date