CAMPUS DEVELOPMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA, SARASOTA-MANATEE CAMPUS
AND MANATEE COUNTY

THIS AGREEMENT is made and entered into this 26th day of July, 2005, by and between Manatee County (herein referred to as the “County”), a political subdivision of the State of Florida, and the University of South Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of the University of South Florida Sarasota/Manatee (hereinafter referred to as “USF Sarasota/Manatee.”)

WITNESSETH:

WHEREAS, the USF Sarasota/Manatee Campus is considered to be a vital public facility which provides research and educational benefits of statewide and nationwide importance, and which further provides substantial educational, economic and cultural benefits to Manatee County; and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise; and

WHEREAS, USF Sarasota/Manatee adopted and approved a campus master plan for the USF Sarasota/Manatee Campus in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes; and

WHEREAS, in compliance with the terms of the Final Order issued on March 12, 2004, by the Florida Department of Community Affairs and Administration Commission following an appeal of the adopted campus master plan, USF Sarasota/Manatee adopted an amended campus master plan in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes and adopted pursuant to Subsections 1013.30 (6) - (9) (“Amended Campus Master Plan”); and

WHEREAS, following adoption of the Amended Campus Master plan by USF Sarasota/Manatee, USF Sarasota/Manatee and the County are required to enter into a campus development agreement (“Campus Development Agreement”); and

WHEREAS, the Campus Development Agreement shall determine the impacts of proposed campus development reasonably expected over the term of the Campus Development Agreement on public facilities and services, including roads, sanitary sewer, solid waste,
drainage/storm water management, potable water, parks and recreation, and public transportation; and

WHEREAS, the Campus Development Agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create, or to which it will contribute; and

WHEREAS, the Campus Development Agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, the Campus Development Agreement shall identify the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

2.1 The term “Administration Commission” means the Governor and the Cabinet.

2.2 The term “Amended Campus Master Plan” means that plan adopted by USF Sarasota/Manatee that meets the requirements of Subsections 1013.30 (3) - (9), Florida Statutes.

2.3 The term “comprehensive plan” means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

2.4 The term “concurrency” means that public facilities and services needed to support campus development are available when the impacts of such campus development occur.

2.5 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

2.6 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.

2.7 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
2.8 The term “force majeure” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.

2.9 The term “public facilities and services” means potable water, sanitary sewer, solid waste, drainage/storm water management, parks and recreation, roads, and public transportation facilities.

2.10 The term “state land-planning agency” means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsection 1013.30(13) Florida Statutes. It is the intent of USF Sarasota/Manatee and the County to identify impacts to potable water, sanitary sewer, solid waste, drainage/storm water management, parks and recreation, roads and public transportation facilities (including transit), and determine which such services are available and consistent with the level of service standards for these types facilities as adopted in the County's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development reasonably expected over the term of this Campus Development Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/storm water management, potable water, parks and recreation, and public transportation.

3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities, or site development or environmental management standards to be applied to campus development.

4.0 GENERAL CONDITIONS

4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by USF Sarasota/Manatee and the County.

4.2 USF Sarasota/Manatee represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of USF Sarasota/Manatee.
4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by the County and having been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the County; and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.

4.4 State and regional environmental program requirements shall remain applicable.

4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement, provided the proposed campus development is consistent with the Amended Campus Master Plan and this Agreement.

4.6 In the event that all or a portion of the campus development identified in the Amended Campus Master Plan should be destroyed by a fire, storm, or other force majeure, USF Sarasota/Manatee, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by USF Sarasota/Manatee shall be automatically extended so long as there is strict compliance with this Agreement.

4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.8 Upon execution of this Agreement, all campus development identified in the Amended Campus Master Plan may proceed without further review by the County if it is consistent with the terms of this Agreement and the adopted Amended Campus Master Plan.

4.9 If any part of this Agreement is contrary to, prohibited by or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

4.10 It shall be expressly clear and understood that the conditions, terms, restrictions and obligations arising from this Agreement, together with all Exhibits attached hereto, shall only apply to and affect proposed campus development identified in the Amended Campus Master Plan.
5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through the 21st day of June 2012, unless extended by the mutual consent of USF Sarasota/Manatee and the County, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA AND REAL PROPERTY COVERED BY THIS AGREEMENT

The geographic area of the campus is identified on the Amended Campus Master Plan Exhibit #1 (Context Area) and Exhibit #2 (Future Land Use Map). The real property subject to this Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support campus development authorized under the terms of this Agreement.

7.1 Drainage/Storm water management: The drainage/storm water management system will be constructed on site with a discharge through lands owned by the County to Sarasota Bay. USF Sarasota/Manatee agrees, that in addition to the provisions of the Amended Campus Master Plan, with the County recommendation to construct a separate, independent outfall to Sarasota Bay. This outfall will require an easement through the Crosley Museum site owned by the County. (Master Plan Part I, Number 9 Stormwater Management Sub-Element, and Master Plan Objective 9a.1., 9a.2., 9a.3. and 9a.4.)

7.1.1 The County agrees to grant USF Sarasota/Manatee said easement, the form of which is attached hereto as Exhibit “B” to satisfy this campus development recommendation.

7.1.2 USF Sarasota/Manatee will utilize Manatee County storm water standards and SWFWMD regulations per the Amended Campus Master Plan. (Master Plan Policy 9.a.2.1.)

7.1.3 USF Sarasota/Manatee shall mitigate University generated storm water and minimize storm water-borne pollutants though the implementation of a system of “Best Management Practices,” more particularly described in the Amended Campus Master Plan. (Master Plan Policy 9.a.2.5.)

7.2 Potable Water: Potable water is available through the County systems adjacent to the Campus. It has been determined that, according to the current Manatee County comprehensive plan, adequate potable water is available for the proposed campus development.
7.2.1 USF Sarasota/Manatee has adopted, and agrees to a recommendation by the County, to prohibit the use of potable water for irrigation purposes. Therefore, USF Sarasota/Manatee will establish wells for use in providing landscape irrigation to the campus. (Master Plan Policy 9.b.4.1.)

7.2.2 USF Sarasota/Manatee agrees to prepare and promote a water conservation program using, among other techniques, xeric landscaping techniques, sub-metering water usage, utilizing rain sensitive irrigation system. (Master Plan Policy 9.b.4.1.)

7.2.3 USF Sarasota/Manatee also agrees that Manatee County and the Whitfield Fire District will be the reviewing agencies with respect to determining if the existing water system can provide adequate fire protection. (Master Plan Objectives 9b.1, 1., 9b.2., 9b.3. and 9b.5.) In addition, if required, USF Sarasota/Manatee agrees to installation of a fire pump to achieve current and future water pressure for multi story buildings.

7.3 **Sanitary Sewer:** County waste water lines to the County regional treatment plant are available to the Campus upon connection to such lines by USF Sarasota/Manatee. USF Sarasota/Manatee will coordinate with Manatee County to provide a reliable, effective collection and transmission system for all wastewater generated by USF Sarasota/Manatee and to do so in an environmentally safe manner. (Master Plan Objective 9c.1. and Policy 9.c.2.1)

7.3.1 USF Sarasota/Manatee agrees to have sanitary sewer line plans reviewed and approved by Manatee County and the Florida Department of Environmental Protection. Proposed construction shall follow details and specifications as outlined in Manatee County’s Utility Standards. (Master Plan Policy 9c.1.3.)

7.4 **Solid Waste:** The County provides solid waste collection and disposal service to the USF Sarasota/Manatee Campus through a franchisee, which may change from time to time. Solid waste is collected and transported to the Manatee County Landfill by the franchisee. Campus roads and driveways will be designed to accommodate service vehicles, vans and solid waste collection trucks. The Amended Campus Master Plan establishes that service areas will be separated from major pedestrian and front door access points. (Master Plan Part I, Number 9 Solid Waste Sub-Element, Master Plan Objective 9d.1.)

7.4.1 USF Sarasota/Manatee shall establish procedures to reduce University generated solid waste and increase re-cycling and re-use programs. (Master Plan Objective 9d.2.)

7.5 **Pedestrian and non-vehicular Circulation/Public Transportation:** The goal of the Amended Campus Master Plan accommodates pedestrian and non-vehicular circulation, as well as “open spaces” to strengthen the functional and aesthetic nature of pedestrian movement on the campus as set forth on Exhibit “C,” Bicycle Circulation, and incorporated herein by this
reference. (Master Plan Part I, Number 11, Pedestrian and Non-Vehicular Circulation Sub-Element Goal.)

7.5.1 USF Sarasota/Manatee shall coordinate with Manatee County in the systematic implementation of on campus pedestrian and bicycle facilities to ensure continuity of such facilities within the larger, regional system of pedestrian/bicycle facilities, such as that being promulgated by Manatee County. (Master Plan Policy 11c.1.1.)

7.5.2 Additionally, USF Sarasota/Manatee will use its best efforts, in conjunction with other institutions in the area and consistent with architectural and landscape guidelines, to consider the establishment of pedestrian connections between the Crosley Campus, Crosley Museum, as well as pedestrian and bicycle path improvements parallel with Route US 41 and Bayshore Road to enhance the pedestrian experience by making it safer and more attractive.

7.5.3 USF Sarasota/Manatee will implement a blue light emergency telephone and lighting plan. The plan is to be coordinated by Campus Facilities Planning with Campus Police. (Master Plan Objective 11c.3., Master Plan Policies 11c.2.1., 11c.3.1. and 11c.3.2.)

7.5.4 USF Sarasota/Manatee shall evaluate and implement enhanced mass transit opportunities with Manatee County Area-wide Transit (MCAT) to provide more convenient service points.

7.6 Recreational Facilities: While the University has a predominantly commuter based student population with a limited need for recreational facilities, it will continue to utilize the recreational facilities on the New College of Florida/USF Sarasota/Manatee Shared Campus. These facilities include a fitness center, outdoor swimming pool and sports fields.

7.7 Roads: The primary roadway from which the site gains access is US 41, which is classified as an arterial. Secondary roadways in the area include Tallevast Road (collector), 63rd Avenue East (arterial), Bayshore Gardens Parkway (arterial), Whitfield Avenue (collector), University Parkway (arterial) and 53rd Avenue West/State Road 70 (arterial).

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY

The County has established and adopted as part of its comprehensive plan the following level of service (LOS) standards for public facilities and services.

8.1 The County’s LOS standard for drainage/storm water management is as follows: a) maintenance of the rate of discharge from the new development at equal to or less than the
predevelopment rate for a 25 year-24 hour storm event; b) design of the trunk sewer lines and major drains for a 25 year-24 hour storm event; c) design of the internal on-site drainage should be for a 10 year storm event.

8.1.1 The USF Sarasota/Manatee drainage/storm water management system shall provide adequate capacity to manage street and yard flooding based upon a 25 year/24 hour storm event and applicable SWFWMD regulations.

8.1.2 As Sarasota Bay is an Outstanding Florida Water, USF Sarasota/Manatee will plan for storm water discharge to be subject to 150% of the treatment normally required for discharge into Class 3 waters.

8.2 The County’s LOS standard for potable water is to provide average daily flow of 110 gallons per day per capita. The USF Sarasota/Manatee Potable water system shall provide for a minimum level of service of 0.24 GPD per square foot of building space, with a minimum pressure operating range of 40 psi. Fire protection needs will be satisfied by the University establishing a goal of 2,000 GPM for four hours.

8.3 The County’s LOS standard for wastewater is the treatment of 115 gallons per day per capita. USF Sarasota/Manatee agrees to maintain wastewater collection service at its present level of service or at 28 gallons per minute (GPM) on an average daily basis for construction of up to 250,000 sf.

8.4 The County’s LOS standard for solid waste collection is as follows: a) the per capita generation of 7.1 lbs. per day; b) a compaction rate of 940 lbs. per day; c) the maximum landfill disposal is 108,093 cubic yards per acre. The County shall ensure safe and accessible locations of recycling and solid waste receptacles.

8.5 The County’s LOS standard for Parks and Recreation is as follows: a) one local park per 5,000 residents; b) one district park per 300,000 residents; c) one regional park per 500,000 residents.

8.6 The County’s LOS standard for Public Transportation is 9.81 annual passenger miles per capita, implemented by an annual calculation by Manatee County Area Transit of total projected demand (number of passenger miles) on the line haul transit system within any one year, current or future, using the following formula: Demand = Projected Annual Passenger Miles = [Projected Total Resident Population] x (9.81).

8.7 The level of service standard is LOS “D” on all state and local roadways within the County that area impacted by the campus development proposed in the Amended Campus Master Plan.
9.0 FINANCIAL ARRANGEMENTS BETWEEN USF SARASOTA/MANATEE AND SERVICE PROVIDERS

USF Sarasota/Manatee has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the USF Sarasota/Manatee Campus:

9.1 USF Sarasota/Manatee shall purchase from the County the required drainage easement in order to maintain LOS standards for drainage/stormwater management. There are no other financial arrangements between USF Sarasota/Manatee and any other entity for the provision of storm water management facilities or service to the campus.

9.2 USF Sarasota/Manatee will arrange to pay metered charges and applicable connection fees (which vary by meter) for the provision of potable water service to the campus. This shall also include applicable connection charges and monthly maintenance fees for fire hydrants and fire lines.

9.3 USF Sarasota/Manatee will arrange to pay the standard percentage of the water charge for the provision of sanitary sewer facilities or service to the campus. This charge, as may be adjusted from time to time, is payable to the County.

9.4 USF Sarasota/Manatee will arrange to pay standard charges for the collection of solid waste at the campus. These charges, as may be adjusted from time to time, are payable to the franchisee of County.

9.5 There are no financial arrangements between USF Sarasota/Manatee and the County or any other entity for the provision of parks and recreation facilities or service to the campus.

9.6 There are no financial arrangements between USF Sarasota/Manatee and the County or any other entity for the provision of bus services for USF Sarasota/Manatee faculty, students and staff.

10. IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 USF Sarasota/Manatee and the County agree that upon acquisition of the drainage easement from the County, campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions for off campus public storm water management facilities below the level of service standards adopted by the County.
10.2 USF Sarasota/Manatee and County agree that campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.

10.3 USF Sarasota/Manatee and the County agree that campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions for off-campus public sanitary sewer facilities below the level of service standards adopted by the County.

10.4 USF Sarasota/Manatee and the County agree that campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions of off-campus public solid waste facilities below the level of service standards adopted by the County.

10.5 USF Sarasota/Manatee and the County agree that campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County.

10.6 USF Sarasota/Manatee and the County agree that campus development proposed in the Amended Campus Master Plan should not degrade the operating conditions for public transportation facilities below the level of service standards adopted by the County.

10.7 USF Sarasota/Manatee and the County agree that campus development proposed in the Amended Campus Master Plan has the following impacts on the transportation system in Manatee County: By project buildout of 2012, US 41 will operate at an acceptable level of service. The five intersections analyzed will operate at a good level of service with the exception of US 41 at 53rd Avenue (LOS E) and US 41 at Bayshore Gardens Parkway (LOS F). While some of the intersections analyzed contain individual movements which are classified with a level of service F, the only intersection with an overall failure is the intersection of US 41 and Bayshore Gardens.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

11.1 USF Sarasota/Manatee and the County agree that upon acquisition of the drainage easement from the County, and construction of the outfall therein by USF Sarasota/Manatee, there should be sufficient storm water management facility capacity to accommodate the impacts of campus development proposed in the Amended Campus Master Plan and to meet the future needs of USF Sarasota/Manatee for the duration of this Agreement, provided any impacts of storm water draining to off-campus public storm water management facilities are mitigated in accordance with the conditions contained in the County design standards. USF Sarasota/Manatee and the County further agree that, other than the outfall structure, no off-campus storm water management improvements need be provided to maintain the County's adopted level of service standard for storm water management.
11.2 USF Sarasota/Manatee and the County agree that there is sufficient potable water facility capacity to accommodate the impacts of campus development proposed in the Amended Campus Master Plan to meet the future needs of USF Sarasota/Manatee for the duration of this Agreement. USF Sarasota/Manatee and the County further agree that no off-campus potable water improvements need be provided to maintain the County’s adopted level of service standard for potable water.

11.3 USF Sarasota/Manatee and the County agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of campus development proposed in the Amended Campus Master Plan and to meet the future needs of USF Sarasota/Manatee for the duration of this Agreement. USF Sarasota/Manatee and the County further agree that no off-campus sanitary sewer improvements need be provided to maintain the County’s adopted level of service standard for sanitary sewer.

11.4 USF Sarasota/Manatee and the County agree that there is sufficient solid waste facility capacity to accommodate the impacts of campus development proposed in the Amended Campus Master Plan and to meet the future needs of USF Sarasota/Manatee for the duration of this Agreement. USF Sarasota/Manatee and the County further agree that no off-campus solid waste improvements need be provided to maintain the County’s adopted level of service standard for solid waste.

11.5 USF Sarasota/Manatee and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of campus development proposed in the Amended Campus Master Plan and to meet the future needs of USF Sarasota/Manatee for the duration of this Agreement. USF Sarasota/Manatee and the County further agree that no off-campus open space and recreation improvements need be provided to maintain the County adopted level of service standard for recreation and open space.

11.6 USF Sarasota/Manatee and the County agree that the following improvements are necessary to maintain adopted level of service standards for roadway capacity: Signalization of US 41 and the new entry road, deceleration lane on US 41 at the new entry road and the following lane improvements:

- EBL @ General Spaatz Boulevard
- SBL @ General Spaatz Boulevard
- EBL @ Bayshore Gardens Parkway
- NBL @ Bayshore Gardens Parkway
- NBR @ Bayshore Gardens Parkway
- SBL @ Bayshore Gardens Parkway
- NBL @ 53rd Avenue

11.7 USF Sarasota/Manatee and the County agree that there is sufficient transit system capacity to accommodate the impact of campus development proposed in the Amended Campus
Master Plan and to meet the future needs of USF Sarasota/Manatee for the duration of this agreement. USF Sarasota/Manatee and the County further agree that no transit improvements need be provided to maintain the County's adopted level of service standard for transportation.

11.7.1 USF Sarasota/Manatee will pursue the County’s request to accommodate a County bus stop within the Campus site.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by USF Sarasota/Manatee to guarantee USF Sarasota/Manatee’s pro rata share of the costs of improvements to public facilities and services necessary to support campus development identified in the Amended Campus Master Plan.

12.1 USF Sarasota/Manatee and the County agree that USF/ Sarasota/Manatee’s share of the cost of the required drainage easement is $213,973.00 and that no other off-campus storm water management improvements need be assured by USF Sarasota/Manatee other to maintain the County’s adopted level of service standard for storm water management, provided any impacts of storm water draining to off-campus public storm water management facilities are mitigated in accordance with the conditions contained in the County's Engineering Design Criteria Manual and the Southwest Florida Water Management District's permitting requirements.

12.2 USF Sarasota/Manatee and the County agree that no off-campus potable water improvements need be assured by the USF Sarasota/Manatee to maintain the County’s adopted level of service standard for potable water.

12.3 USF Sarasota/Manatee and the County agree that no off-campus sanitary sewer improvements need be assured by the USF Sarasota/Manatee to maintain the County’s adopted level of service standard for sanitary sewer.

12.4 USF Sarasota/Manatee and the County agree that no off-campus solid waste improvements need be assured by USF Sarasota/Manatee to maintain the County’s adopted level of service standard for solid waste.

12.5 USF Sarasota/Manatee and the County agree that no off-campus parks and recreation improvements need be assured by USF Sarasota/Manatee to maintain the County’s adopted level of service standard for recreation and open space.

12.6 USF Sarasota/Manatee and the County agree that USF Sarasota/Manatee’s prorata share of the cost to construct the improvements identified in Section 11.6 above is $469,618.00.
12.7 USF Sarasota/Manatee and the County agree that no off-campus transit improvements need be assured by USF Sarasota/Manatee to maintain the County's adopted level of service standard for transportation.

13.0 CONCURRENCY/CAPACITY RESERVATION FOR CAMPUS DEVELOPMENT

13.1 The development being vested from concurrency is identified in the Capital Improvements Element of the Amended Campus Master Plan and is attached hereto as Exhibit "D" and incorporated herein by this reference. Any extension to this Agreement or subsequent campus development agreement shall recognize that any campus development identified in the Amended Campus Master Plan and Exhibit "D" which has not been built shall remain vested from the County's concurrency requirements.

13.2 The uses, maximum densities, intensities and building heights for campus development identified in Policy #4 shall be those established in the Future Land Use Element of the Amended Campus Master Plan.

13.3 The County agrees to vest from its concurrency requirements the campus development identified in Exhibit "D" for the duration of this Agreement. USF Sarasota/Manatee shall comply with all the terms and conditions of this Agreement to provide financial assurances as set forth in Section 12.0 of this Agreement.

14.0 APPLICABLE LAWS

14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

14.2 If state or federal laws enacted subsequent alter execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended in conjunction with any amendment to the Amended Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges
land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the County, or any affected local government.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

15.4 In the event a dispute arises from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

15.5 This Agreement may be amended in conjunction with the five-year campus master plan update, as required by Subsection 1013.30(3), Florida Statutes.

16.0 CONSISTENCY WITH ADOPTED PLANS

16.1 The County finds that this Agreement and the proposed campus development provided herein are consistent with the County’s Comprehensive Plan and the Amended Campus Master Plan.

17.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief to the circuit court where the County is located to enforce the terms and conditions of the Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral, third mediator to complete the mediation panel.

18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either USF Sarasota/Manatee or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribe by order the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The County may inspect activity on the USF Sarasota/Manatee campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, USF Sarasota/Manatee shall provide to the County campus development information that demonstrates good faith compliance with the terms of this Agreement. Required campus development information shall consist of a statement of compliance with this Agreement; the total structure square footage completed for each land use for the reporting year; the cumulative square footage totals over the life of this Agreement; and engineering design information sufficient to show consistency with the County’s design standards for the impacts (if any) of storm water draining to off campus County-owned storm water management facilities.

If either party claims that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such Failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions prescribed herein.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.
21.0 RECORDING OF THIS AGREEMENT

A copy of the executed Agreement shall be forwarded to the state land planning agency by USF Sarasota/Manatee within 14 days after the date of full execution.

22.0 NOTICES

22.1 All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the County shall be:

Ernie Padgett, Administrator for Manatee County
1112 Manatee Avenue West, 9th Floor
Bradenton, Florida 34205
Telephone: 941-745-3717
Facsimile: 941-745-3790

With a copy to:

Tedd N. Williams, Esquire
Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Telephone: 941-745-3750
Facsimile: 941-745-749-3089

For the purpose of notice, the address of University of South Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of the University of South Florida Sarasota/Manatee shall be:
Ben Ellinor, Associate Vice President
Business and Finance
University of South Florida
5700 North Tamiami Trail
Sarasota, Florida 34243
Telephone: 941-359-4279
Facsimile: 941-359-4298

With a copy to:
Office of General Counsel
4202 East Fowler Avenue
Tampa, Florida 33620
Telephone: 813-974-2131
Facsimile: 813-974-5236

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit “A” . . . . . . Real Property subject to Agreement
Exhibit “B” . . . . . Drainage Easement Form
Exhibit “C” . . . . . Bicycle Circulation
Exhibit “D” . . . . . Approved development

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, a public body corporate of the State of Florida, on behalf of the University of South Florida
Sarasota/Manatee

By:  
Print Name:  
As:  
Date:  7-26-05

Margaret Hamilton
Margaret Hamilton
STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared (Board of Trustees) or his/her designee, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

(SEAL)

Robin Lynn Liberty
Notary Signature
Printed Name

Commission Expiration

Commission Number

On the 25th day of July, 2005, the University of South Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of the University of South Florida Sarasota/Manatee, at a regularly scheduled meeting approved and authorized the execution of this Agreement by the University of South Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of the University of South Florida Sarasota/Manatee, or his/her/designee.

ATTEST:

R.B. SHORE, CLERK OF CIRCUIT COURT
COUNTY OF MANATEE, FLORIDA by
and through its BOARD OF COUNTY COMMISSIONERS

By: Susan J. Shore

Third Vice-Chairman

Date: 6-21-05
A portion of US Government lot 3, sec 35, and a portion of the southwest 1/4 of the sw 1/4 of section 36, described as follows: beginning at a 5 in concrete monument located at the line of the easterly intersection of section 35 and the southerly line of Seagate recorded in pb 5 p 48 prmcf (vacated 12/11/29, db 132 p 35); through s 89 deg 39 min 35 section west along the southerly line of said Seagate, a dist of 560.02 ft to a pt on a line 560 ft westerly of and parallel with the easterly line of said sec 35; through n 00 deg 12 min 00 sec east along said parallel line a distance of 1010.09 ft to the southerly line of a survey of a unrecorded plat prepared for Walter s Hardin Realty Company, Bradenton, Florida by George O'Kruse, Jr. dated 4/23/49, and as shown on a survey for Campeau Corp, prepared by Smally, Wellford & Nalven, inc dated 4/13/81; through n 89 deg 53 min 10 sec e, along sd line a dist of 560 ft to a pt on the easterly line of said sec 35; th s 89 deg 32 min 01 sec e a dist of 588.06 ft to a pt on the westerly r/w/l of u s 41 (Tamiami Trail - s.r.45), 120 ft wide; th s 26 deg 44 min 14 sec e along sd wly r/w/l a dist of 799.71 ft to the p.c. of a curve to the right, having a c/a of 00 deg 02 min 55 sec and a radius of 5669.58 ft, th alg the arc in a sely direction a dist of 4.80 ft to a pt on the nly line of premises leased by f and m company inc to Francis J Mcguire and Gerald P Mcguire by instrument dated 7/8/71 rec in or 512 p 257 and amended 5/24/73 by instrument recorded in or 613 p 396 of sd pr; (the following 2 calls are along the nly and wly ln of sd parcel); th s 89 deg 46 min 12 sec w a dist of 526.99 ft; th s 00 deg 19 min 32 sec w a dist of 284.89 ft to a pt on the aforementioned sly ln of Seagate; th n 89 deg 40 min 28 sec w alg sd sly ln a dist of 424.90 ft to the pob. Pi#68242.0005/6
Exhibit "B"

Form for Easement From Manatee County to USF Sarasota/Manatee per Section 7.1.1 of this Campus Development Agreement

Drainage Easement Corporate

This Instrument prepared by:
Jim Staples, Manager, Land Acquisition
Manatee County Transportation Department
P.O. Box 1000
Bradenton, Florida 34206

ID. #

SPACE ABOVE THIS LINE FOR RECORDING DATE

DRAINAGE EASEMENT

THIS INDENTURE, made this ______ day of ___________ 20__, between
existing under the laws of the State of ___________, whose mailing address is ______________, as Grantor, and COUNTY OF
MANATEE, a Political Subdivision of the State of Florida, with its mailing address being P.O. Box 1000,
Bradenton, Florida 34206, as Grantee.

WITNESSETH

That said Grantor, for and in consideration of the sum of $1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, a permanent, non-exclusive easement and right-of-way for ingress, egress, construction and maintenance of surface and/or underground drainage across the following described property situate in the County of Manatee, State of Florida, more particularly described as follows:

See legal description identified as Exhibit "A" and attached hereto.

This is a non-exclusive drainage easement with the Grantor reserving unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

(CORPORATE SEAL)

Corporation

BY: 
President Signature
Printed Name

ATTEST:
Secretary Signature
Printed Name

(Signature of two witnesses or secretary required by law)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of ___________, 20__, by ____________________________, (name and title of agent) of ____________________________, (state or "place of corporation") corporation, on behalf of the corporation, who is personally known to me or has produced ____________________________, as identification.

NOTARY PUBLIC Signature
Printed Name
Exhibit "C"
Bicycle Circulation Per Section 7.5 of this Campus Development Agreement
Exhibit “D”

Approved Development Authorized by this Campus Development Agreement as Identified in Section 13.0 of Same and Vested from the Manatee County’s Concurrency Requirements

**PHASE ONE: 2004 THROUGH 2006**

*Space Type*

Gross Square Feet 100,000

Academic Support USF Sarasota/Manatee

**PHASE TWO: 2012 THROUGH 2013**

*Space Type*

Gross Square Feet 150,000

Academic Support USF Sarasota/Manatee

**TOTAL**

*GSF*

USF Sarasota/Manatee
Exhibit “D”

Approved Development Authorized by this Campus Development Agreement as Identified in Section 13.0 of Same and Vested from the Manatee County’s Concurrency Requirements

PHASE ONE: 2004 THROUGH 2006

Space Type

Gross Square Feet 100,000

Academic Support USF Sarasota/Manatee

PHASE TWO: 2012 THROUGH 2013

Space Type

Gross Square Feet 150,000

Academic Support USF Sarasota/Manatee

TOTAL

GSF

USF Sarasota/Manatee