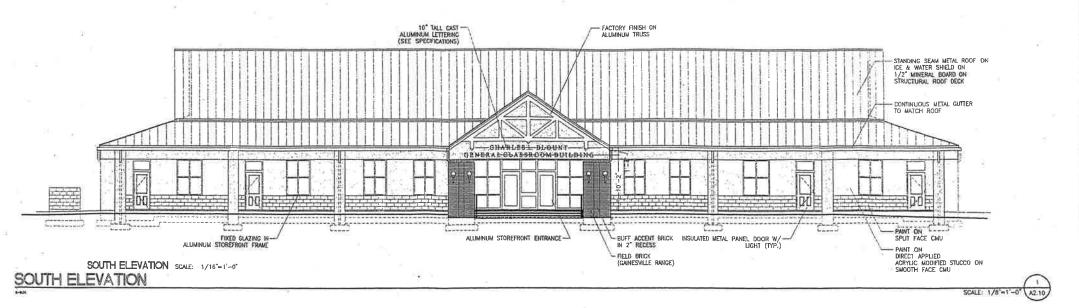


PONIKVAR® ASSOCIATES



PONIKVAR ASSOCIATES

PHONE: (352) 372-1378

CLASSROOM

BUILDING PHASE III

for SANTA FE COMMUNITY COLLEGE

GAINESVILLE, FLORIDA

BID DOCUMENTS

DRAFTS PERSON(S)

ARCHITECT'S PROJECT NO. OWNER'S PROJECT NO .:

PLANS CHECKED BY DATE CHECKED:

ARCHITECTURAL: EXTERIOR ELEVATIONS

A2.10

COOPERATIVE RESOURCES AGREEMENT

This Cooperative Resources Agreement is made and entered into as of the 26th day of May, 2005, by and between the City of Gainesville, Florida (CITY), a municipal corporation, and The District Board of Trustees of Santa Fe Community College, Florida (SANTA FE), a body corporate in accordance with Fl. St. s. 1001.63.

WITNESSETH:

WHEREAS, on November 8, 2004, the City Commission approved excluding a new education building on Northwest Fifth Avenue (the Project), constructed by SANTA FE, as lessee, and the Santa Fe Community College Endowment Corporation, as owner and lessor, from the development review board process and instead agreed to enter into an Agreement by and between the CITY and SANTA FE for the purpose of addressing issues relating to the development of the Project and for the purpose of setting forth the respective duties and responsibilities of the parties pertaining to finalizing the Project; and

WHEREAS, SANTA FE has retained the services of the historical architect, Jay Reeves, for this project and has committed additional funds to incorporate suggestions affecting the aesthetics for the exterior of the Project; and

WHEREAS, the president of SANTA FE has publicly pledged the commitment of Santa Fe Community College on November 8, 2004, to working with the CITY and the community in providing educational services and facilities in the Project area in a manner that best utilizes the available resources and maximizes benefits to the members of the community; and

WHEREAS, SANTA FE has begun to fulfill its ongoing commitment to remain in meaningful dialogue with the community and its members and has otherwise allocated and donated extensive resources such as computers, teaching, the establishment of the Charles L. Blount Center Advisory Board, literacy training, and other services; and

WHEREAS, SANTA FE has affirmed its commitment to initiate a master planning process for its downtown center, incorporating contributions from the CITY, during Summer 2005; and

WHEREAS, the CITY and SANTA FE are desirous of entering into this Agreement to continue the orderly development of the Project and to enhance the cooperative relationship envisioned by SANTA FE and the CITY;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

ARTICLE 1. RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2. DEFINITIONS.

The terms used in this Agreement shall have the following meanings:

- 2.01 "Cooperative Resources Agreement" means this Cooperative Resources Agreement, including any attached Exhibits.
- 2.02 "Project Site" generally means tax parcel Nos. 14474-1, 14475, 14476, and 14478, as more specifically described in Exhibit "A."
- 2.03 "Project Plans" mean the plans and specifications (specifically defined as the elevation and site plan) for the Project attached hereto as Exhibit "B."
- 2.04 "Streetscape Improvements" means the improvements to be made by the Community Redevelopment Agency (CRA) of the City of Gainesville to the Northwest Fifth Avenue public right-of-way adjacent to the Project Site.
- 2.05 "Substantial Changes," as determined jointly by SANTA FE and the CITY, means any decrease in the character or quality of the exterior appearance of the Project.

ARTICLE 3. PURPOSE.

The purpose of this Agreement is to provide for the cooperative use of resources for the continued orderly development by SANTA FE of the Project on the Project Site, in accordance with the Project Plans, and to provide for continued enhancement of the cooperative relationship between SANTA FE and the CITY.

ARTICLE 4. DEVELOPMENT OF PROJECT.

SANTA FE proposes to continue to develop the Project on the Project Site (as shown on Exhibit A) in accordance with the Project Plans as Exhibit B, said Exhibits are attached hereto and made a part hereof as if set forth in full. In lieu of full development review by the CITY of such Project Plans, SANTA FE and the CITY enter into this Agreement to assure that the Project will be constructed in accordance with such Project Plans. SANTA FE agrees not to make substantial changes to the Project during the construction period, in a manner inconsistent with the Project Plans, without prior written approval of the CITY. SANTA FE agrees that life safety (fire) review and inspections will be provided by the CITY as provided in Chapter 633, F.S., as implemented by 69A-58, FAC. SANTA FE and its contractors and not the CITY shall undertake all other review and inspections of the Project. SANTA FE shall continue to provide parking in Lots identified by Tax Parcel Nos. 14485 and 14486 during the construction phase of the Project for area businesses.

ARTICLE 5. WATER MANAGEMENT DISTRICT APPROVAL.

SANTA FE affirms that it has acquired the required permit from the St. John's Water Management District for the stormwater facility. SANTA FE agrees that compliance with any and all conditions of said permit is SANTA FE's responsibility.

ARTICLE 6. COOPERATION REGARDING STREETSCAPE

SANTA FE shall cooperate with CITY and Community Redevelopment Agency staff as necessary for planning and construction of streetscape of Northwest Fifth Avenue, which will be undertaken by the CRA provided funding is available. Streetscape is not otherwise the subject of this agreement.

ARTICLE 7. OTHER

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree there are no other commitments, agreements, or understandings concerning the subject matter of this agreement that is not contained in this document.

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 executed with the same formality.

This agreement shall be binding upon SANTA FE and CITY, and their successors and assigns.

Any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, or personally delivered and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The parties' representatives are:

To CITY:

City of Gainesville Community Development Department 306 NE 6th Street Station 11, Post Office Box 490 Gainesville, Florida 32602-0490

To SANTA FE:

Santa Fe Community College 3000 NW 83rd Street Gainesville, Florida 32606 Attn: President

Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

In construing this agreement, the laws of Florida will control. In the event legal action becomes necessary to enforce this agreement, venue shall be in Alachua County, Florida.

SANTA FE AND CITY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT AND/OR HAVE RECEIVED THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL CONSEQUENCES OF ENTERING INTO THIS AGREEMENT BEFORE SIGNING, AND DOES SO FREELY AND VOLUNTARILY AND FOR THE PURPOSES AS SET FORTH HEREIN.

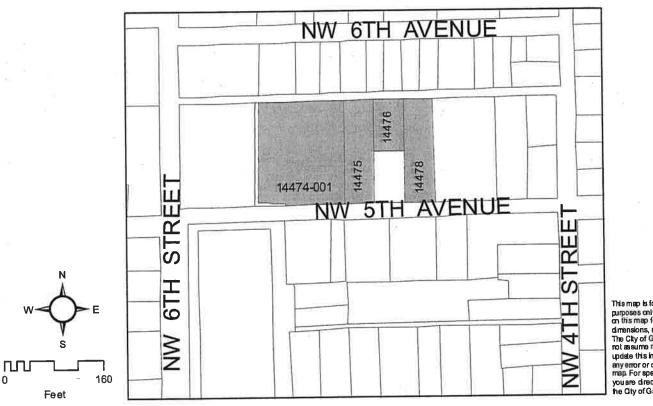
In WITNESS WHEREOF, the parties hereto have set forth their hands and had their seals affixed.

| ATTEST: | CITY OF GAINESVILLE |
|---|--|
| Eugen Fesla for Kurt M. Lannon | Mayor Pegeen Hanrahan |
| Approved as to form and legality: | |
| City Attorney MAY 2 6 2005 Executed this Att day of May, 2005. | |
| ATTEST: | THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COMMUNITY COLLEGE FLORIDA |
| | S. J. Mallini |

Executed this loth day of May, 2005.

EXHIBIT A

PROJECT SITE



This map is for informational purposes only. Do not rely on this map for accuracy of dimensions, size or location. The City of Gainesvile does not assume responsibility to update this information or for any error or omission on this map. For specific information, you are directed to contact the City of Gainesville, Florida.