

**CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE UNIVERSITY OF
FLORIDA BOARD OF TRUSTEES, CITY OF GAINESVILLE, AND ALACHUA
COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **CITY OF GAINESVILLE** (herein referred to as the "CITY"), a municipal corporation of the State of Florida, **ALACHUA COUNTY** (hereinafter referred to as the "COUNTY"), a charter county and political subdivision of the State of Florida, the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "UFBOT", "University" and "UF"), a public corporation of the State of Florida.

WITNESSETH:

WHEREAS, the campus of the University of Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City of Gainesville and Alachua 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, there is currently a campus master plan for the years 2005-2015 and an associated campus development agreement in effect through 2015; and

WHEREAS, the UFBOT has prepared and adopted an updated campus master plan for the years 2015-2025 for the main campus and Alachua County Satellite Properties, as defined in the campus master plan, in compliance with the requirements set forth in Section 1013.30, Florida Statutes, and

WHEREAS, the five-year update of the University of Florida campus master plan was adopted by the UFBOT on June 5, 2015, and

WHEREAS, a new campus development agreement based upon the updated master plan for the years 2015-2025 is required; and

WHEREAS, the main campus is located within the CITY limits, and a portion of the boundary of the main UF campus is contiguous to the COUNTY's unincorporated area, and UF has several additional facilities within the COUNTY's unincorporated area which are used for University purposes, and

WHEREAS, in view of the size of the UF main campus, its location within the CITY and its proximity to the COUNTY's unincorporated area, development on the main campus may have certain impacts on public facilities and services provided by the CITY and COUNTY, and

WHEREAS, based upon the stipulated settlement agreement between the Florida Board of Regents/UF and the COUNTY to resolve issues identified in the County's petition challenging the 1995-2005 campus master plan, the parties to this Agreement recognize the COUNTY as a

signatory party to this campus development agreement, with all the rights, restrictions, and obligations that are provided in Section 1013.30, Florida Statutes, and

WHEREAS, the campus development agreement shall determine the impact 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/stormwater management, potable water, parks and recreation, public transportation, and fire and emergency rescue facilities, 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 UFBOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies, and

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, and pursuant to Section 1013.30, Florida Statutes, 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

- 2.1 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.2 The term "campus master plan" means the University of Florida Campus Master Plan, which was prepared and adopted consistent with the requirements of Section 1013.30, Florida Statutes.
- 2.3 The term "comprehensive plan" means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.4 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.5 The term "development" means the carrying out of any building activity or mining operation, 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 “public facilities and services” means transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, stormwater management systems or facilities, potable water systems or facilities, educational systems or facilities, parks and recreation systems and facilities, and public health systems and facilities.
- 2.7 The term “state land planning agency” means the Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

This Agreement is intended to implement the requirements of concurrency contained in Section 1013.30, Florida Statutes. It is the intent of the UFBOT, CITY and COUNTY to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, public transportation, public health facilities and services are available for new development consistent with the level of service standards for these facilities as adopted in the City’s and County’s comprehensive plans.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and adhered to by the UFBOT and the CITY and COUNTY.
- 4.2 The UFBOT 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 a valid, binding and enforceable Agreement of the UFBOT.
- 4.3 The CITY represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the CITY represents that this Agreement has been duly authorized by the CITY and constitutes a valid, binding and enforceable contract of the CITY having been approved by the CITY and having been the subject of one or more duly noticed public hearings as required by Section 1013.30 Florida Statutes; and does not violate any other Agreement to which the CITY is a party, the Constitution of the State of Florida, or any Charter, ordinance, judgment or other requirement of law to which the CITY is subject.
- 4.4 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 approved by the COUNTY and having been the subject of one or more duly noticed public hearings as required by Section 1013.30 Florida Statutes; and does not violate any other Agreement to which the COUNTY is a part, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the COUNTY is subject.
- 4.5 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163 and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

- 4.6 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the CITY or COUNTY for construction projects subject to this Agreement, as identified in Exhibit A.
- 4.7 In the event that all or a portion of a project identified in the campus master plan should be damaged or destroyed by a fire, storm, or other casualty, the UFBOT shall have the right to rebuild, and/or repair the structures, and the performance of any obligations in this Agreement directly attributable thereto shall be automatically extended during such re-building, alteration and/or period.
- 4.8 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.
- 4.9 Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted UF campus master plan, may proceed without further review by the CITY or COUNTY if it is consistent with the terms of this Agreement and the adopted UF campus master plan. The sole exception to this provision is traffic engineering studies for proposed parking (surface or structured) facilities that result in greater than 300 net new parking spaces, the results of which shall be provided to the CITY and COUNTY for review and comment.
- 4.10 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.
- 4.11 It shall be expressly clear and understood that the principles to guide the use, location and timing of development identified in Exhibit "A" shall be those established in the UF campus master plan, and not in this Agreement.
- 4.12 This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by all parties and shall remain in effect through December 31, 2025, unless extended by the mutual consent of the UFBOT and the CITY and COUNTY, or amended, in accordance with Section 15.0 of this Agreement. Upon becoming effective, this Agreement shall supersede and replace the Campus Development Agreement entered into on August 2, 2006. It is recognized that the UFBOT agreed to fund certain public facilities and services improvements under such prior Campus Development Agreement during fiscal years 2011-2015 as described in Section 9.6(e) hereof to address the UFBOT's impacts identified thereunder. UFBOT acknowledges and agrees that these funds have been transferred to the CITY and COUNTY so that there are no remaining obligations as provided in Section 9.6(e) hereof.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The geographic area subject to this Agreement and included within is identified in the adopted UF campus master plan's Future Land Use Map (Figure 2-1), dated June 2015 and those properties identified in the Intergovernmental Coordination Element (Objective 1.3, Policy 1.3.3); and the context area identified in the Intergovernmental Coordination Map (Figure 14-1) and depicted as Exhibit "B" attached hereto and incorporated herein by this reference; and the thirteen satellite properties identified in the Intergovernmental Coordination Map (Figure 14-2) and depicted in Exhibit "C" attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

- 7.1 Four watersheds divide the UF main campus: the Lake Alice watershed, the Hogtown Creek watershed, the Tumblin Creek watershed, and Depression Basins lying between Lake Alice and the Hogtown Creek Watersheds. The Lake Alice watershed is primarily contained within the UF property limits, with small areas of the City contributing around Norman Hall and the Golfview neighborhood.

Lake Alice

A network of culverts, ponds and channels collect runoff from various sub-basins in this watershed and convey it to Lake Alice. Lake Alice discharges to the groundwater aquifer via two drainage wells located at the west end of the lake. A creek which runs along the north perimeter of the Health Science Center/Shands Hospital complex conveys runoff to Lake Alice from the sub-basins west of SW 13th Street, east of Gale Lemerand Drive, south of Museum Road, and north of Archer Road. The Lake Alice watershed also receives stormwater runoff from off-campus areas of the City, including residential areas east of SW 13th Street and the Golfview neighborhood.

Hogtown Creek

Hogtown Creek is a volume-sensitive basin. The majority of UF property lying within the Hogtown Creek watershed has been developed. All or portions of the Harn Museum and Center for the Performing Arts, Florida Museum of Natural History, SW Recreation Center, Maguire Village, University Village South, UF Conference Center, Orthopaedics and Sports Medicine Institute, Florida Surgical Center, Park-and-Ride Lot #2 and part of the Physical Plan Division's facilities lie within this watershed. The drainage collection system for some of these areas conveys runoff to the Florida Department of Transportation (FDOT) drainage facilities in the 34th Street (SR 121) right-of-way. The FDOT system flows northward to Hogtown Creek. The Harn Museum, Florida Museum of Natural History, UF Conference Center, SW Recreation Center, Florida Surgical Center, Orthopaedics and Sports Medicine Institute and other recent impervious development have been equipped with retention ponds.

Tumblin Creek

Tumblin Creek, lying partially on UF property, flows into Bivens Arm Lake and Paynes Prairie. The UF sub-basins in the Tumblin Creek watershed are less densely developed than the Lake Alice or Hogtown Creek basins. For this reason, fewer drainage improvements exist in this watershed. All or portions of the College of Veterinary Medicine, Garage 6, Garage 9, Health Science Center Administrative Services and the P.K. Yonge Developmental Research School lie within this watershed and have been

equipped with retention ponds and/or drainage systems to convey runoff to their receiving water bodies. Most of the remaining UF property in this watershed is undeveloped.

Depression Basins

The depression basins lie between the Lake Alice watershed and the Hogtown Creek watershed. The developed areas of these basins include part of the Harn /Natural History Museums and the Performing Arts Center, Nuclear Research Field Building, Swine Unit, Surge Area, majority of the Physical Plant Division's facilities, and the UF golf course. The majority of lands within these basins are dedicated for agricultural uses. Stormwater drainage systems are provided for as needed with the construction of new impervious, as is stipulated in the University's permit with the St. Johns River Water Management District.

- 7.2 Potable water is provided by a looped distribution system which receives water from the Gainesville Regional Utility (GRU) system. Owned by the CITY and operated by the GRU, the Murphree Water Plant supplies water to the University campus. The system is connected to the GRU system by master meters located in various points around the campus. The potable water distribution system is University-owned and also provides fire protection.
- 7.3 The University-owned and operated sanitary sewer system serving the UF main campus consists of a mix of gravity collection systems and pumping stations to convey waste to and an on-site water reclamation facility and effluent disposal system. The on-site water reclamation facility is currently permitted to treat 3.1 million gallons per day.
- 7.4 The UF solid waste collection system serves the main campus and satellite properties through a combination of University-operated and contracted services. Once collected, solid waste is then transported to the Alachua County Transfer Station where it is processed for disposal outside of Alachua County. General refuse is collected on campus by UF-owned trucks. Large contracted compactors and roll-off containers are used to collect refuse from the Health Science Center complex, Student Union/Bookstore complex, Veterinary Medical complex, and other large generators. Regular and special services for removal of construction/demolition debris are similarly provided through service contracts administered by the Physical Plant Division. UF Health (Shands Hospital) independently contracts for the disposal of medical wastes from the teaching hospital and other Shands facilities. Bio-medical waste generated by the Health Science Center, Veterinary Medical Hospital, and other University medical and biologic research facilities is disposed of under contracts administered by the Physical Plant Division. Animal carcasses are disposed of by the Veterinary Medicine Hospital through a digestive processes. UF recycles paper, cardboard, glass, cans, plastic containers, scrap metals, raw wood, yard debris, carpeting, concrete and masonry, used motor oil, used computer/electronic equipment, and other products using a mixture of in-house resources and contracted services.
- 7.5 The University provides and maintains its own active recreational facilities and programs. The University will continue to provide recreational facilities to support its existing and future needs. The University provides and maintains 448 acres of wetland and upland conservation areas and more than 342 acres of passive and active recreation lands on campus (Urban Park, Green Space Buffer, Active Recreation, and Active Recreation-

Outdoor Future Land Use classifications). The location and characteristics of these areas have been documented in the Conservation, Future Land Use, and Recreation and Open Space elements of the UF campus master plan.

- 7.6 The on-campus roadways have not been functionally classified by the UFBOT. Off-campus, SW 34th Street functions as a 6-lane divided principal arterial. SW 2nd Avenue functions as a 2-lane undivided major collector. West University Avenue, SW Archer Road and SW 13th Street function as 4-lane divided principal arterials. A complete list of road segments within the Context Area, their roadway classification and level of service standards, are provided in Subsection 8.12 below. Transit (bus) service on the UF campus is provided by the City’s Regional Transit System (RTS) under an annual contract with UF. In addition, UF operates a special van to serve the needs of disabled students on-campus. Other UF-provided shuttles serve employees and patients for certain on-campus and off-campus travel. Off-campus, RTS provides bus service to the UF campus.

8.0 CITY AND COUNTY LEVEL OF SERVICE STANDARDS

- 8.1 The CITY has established the following level of service (LOS) standard for drainage:

The LOS Standard for all stormwater management facilities shall be the 100-year critical duration storm. The LOS standard for water quality treatment shall be treatment of first one inch of runoff; and compliance with the stormwater management facility design and performance standards established by the applicable water management district to ensure that the receiving water quality standards of Chapter 62-302 F.A.C. are met and to ensure that receiving surface waters maintain their classifications as established in Chapter 62-302 F.A.C. These standards shall apply to all new development and redevelopment. Any exemptions, exceptions or thresholds in the Florida Administrative Code (F.A.C.) citations are not applicable.

- 8.2 The COUNTY has established the following LOS standards for drainage:

<u>Facility</u>	<u>Level of Service</u>
Residential floor elevation	1 foot above the 100 year/ critical-duration storm elevation
Non-residential floor elevation	1 foot above the 100 year/ critical-duration storm elevation or flood resistant construction

Water Quantity

Retention basins.....	100 year/ critical-duration storm or applicable Water Management District standards
Detention basins.....	25 year/critical-duration storm with 100 year/critical-duration storm routing analysis
Storm sewer systems.....	3 year/10 minute
Crossdrains.....	10/25 year/24hr. storm for closed system 100 year/24 hr. storm for open system
Sidedrains.....	10 year/20 minute

*"Critical-duration" means the duration of a specific storm event (i.e., 100-year storm) which creates the largest volume or highest rate of net stormwater runoff (post-development runoff less pre-development runoff) for typical durations up through and including the 10-day duration event. The critical duration is determined by comparing various durations of the specified storm and calculating the peak rate and volume of runoff for each. The duration resulting in the highest peak rate or largest total volume is the "critical-duration" storm.

Water Quality

Water Quality treatment criteria for new or modifications to existing facilities shall be provided in accordance with State Water Policy and the applicable local, Water Management District, state and federal requirements.

- 8.3 The CITY has established the following level of service standard for potable water/water supply:
- a) Maximum day (peak) design flow --- 200 gallons per capita demand per day.
 - b) Storage capacity --- one-half of peak day volume in gallons.
 - c) Pressure --- The system shall be designed for a minimum pressure of 40 pounds per square inch (PSIG) under forecasted peak hourly demands to assure 20 PSIG under extreme and unforeseen conditions.
 - d) Water supply. Average daily flow of 147 gallons per capita per day.
- 8.4 The COUNTY has established the following level of service standards for potable water:

Potable Water and Sewer LOS Standards (based on Potable Water and Sanitary Sewer Element). The following level of service standards for potable water and sanitary sewer service in the unincorporated portion of Alachua County are hereby adopted, and shall be used as the basis for determining the availability of facility capacity, adequate water supply, and the demand generated by a development within the appropriate service area for the providers listed below for purposes of issuing development orders or building permits.

GAINESVILLE REGIONAL UTILITIES

Raw Water Supply:	Average Daily Flow
Treatment Capacity:	Daily Flow
Pumping and Distribution Capacity:	Peak hourly flow
Storage capacity:	One-half of peak day volume in gallons. This requirement may be met by a combination of storage and auxiliary power.
Minimum pressure:	The system shall be designed for a minimum pressure of 40 psig under forecasted peak hourly demands to assure 20 psig under extreme and unforeseen conditions.
Fire demand:	As determined using Insurance Services Organization guidelines
Potable Water:	Average Day (gross) 147 gallons per capita per day (including residential and non-residential uses)
Peak Day (gross):	200 gallons per capita per day (including residential and non-residential uses)

8.5 The CITY has established the following level of service standards for sanitary sewer/wastewater:

- a) Average day standard --- 106 gallons daily flow per capita.

8.6 The COUNTY has established the following level of service standards for sanitary sewer:

Collection System:	Peak Hourly Flow (2.5 times the average daily flow)
Treatment and Disposal:	Annual average daily flow which allows for anticipated peak hour flow
Sanitary Sewerage:	Average Day (gross) 106 gallons per capita per day

For private package treatment plants, community water systems, and non-community water systems, the level of service standards shall be the minimum design and operating standards as established by the authorized local, regional, water management district, state, or federal regulatory agency.

- 8.7 The CITY has established a level of service standard for solid waste disposal and collection capacity of 0.655 tons of solid waste per capita per year disposed (3.6 pounds of solid waste per capita per day disposed).
- 8.8 COUNTY has established a level of service standard for solid waste disposal, used as the basis for determining availability of disposal capacity to accommodate the demand generated by existing and new development in Alachua County, is at a minimum, at 0.73 tons per person per year.
- 8.9 The CITY has established the following level of service standards for parks and recreation:

Park	Adopted LOS Standard ¹	Existing LOS ²
Neighborhood park	0.08 acres	1.33 acres
Community park	2.00 acres	2.13 acres
Local nature/conservation	6.00 acres	15.71 acres
Total acres per 1,000 people	8.80 acres	19.73 acres

¹ Park standards are in acres per 1,000 people.

² Existing LOS is based on 2011 city population estimate and available facilities.

- 8.10 The COUNTY has adopted and maintains, at a minimum, the following level of service standards for recreation: (1) 0.5 acres of improved activity-based recreation sites per 1000 persons in the unincorporated area of Alachua County; (2) 5.0 acres of improved resource-based recreation sites per 1000 persons in the unincorporated area of Alachua County.
- 8.11 The CITY has established the following transportation mobility levels of service (LOS). These levels of service are solely for planning purposes and are not used to apply transportation concurrency.

Roadway LOS:

- a. The LOS for all roadways in city limits shall be LOS E, except for I-75 and roadways operating as backlogged or constrained.
- b. The LOS for I-75 segments that fall within city limits shall be maintained at LOS D to the extent feasible, recognizing that I-75 serves land areas and traffic outside city limits.

- c. The City shall attempt to maintain the 2012 operating LOS on all backlogged and constrained roadways in city limits.

Transit LOS:

- a. The City shall strive to provide fixed-route transit service within ¼ mile of 80% of all medium and high density residential areas identified on the Future Land Use Map, and within the RTS service area.
- b. The City shall strive to provide peak hour frequencies of 20 minutes or less within ¼ mile of all high density residential and UMU-1 and UMU-2 land use areas in city limits.
- c. The City shall strive to provide and maintain fixed-route transit service to all Existing Transit Hubs & Transit-Supportive Areas (as mapped in the Transportation Mobility Map Series) with peak hour frequencies of 30 minutes or less.
- d. The City shall strive to operate 80% of fixed-route transit routes for at least 14 hours per day.

Pedestrian LOS:

- a. The City shall install at least one linear mile of sidewalk annually to retrofit existing areas without sidewalks.
- b. The City's Land Development Code shall require sidewalk construction for all new development, except in areas designated with the Industrial land use category.
- c. New streets shall be designed and constructed to include sidewalks.

Bicycle and Trail LOS:

- a. The City shall add an average of at least one mile of bicycle facilities annually, including multi-modal trails.
- b. New streets shall be designed and constructed to include bicycle facilities.

- 8.12 Within the Urban Cluster, the COUNTY adopts multi-modal level of service (LOS) standards for the following:

- a) Pedestrian LOS B: Based on presence of a pedestrian facility
- b) Bicycle LOS B: Based on presence of bike lanes / paved shoulders
- c) Express Transit LOS B: Based on Peak Hour Frequency of 15 minutes or less
- d) Motor Vehicle LOS D: Areawide Level of Service based on professionally accepted traffic analysis

- e) Motor Vehicle, Strategic Intermodal System LOS C: Based on professionally accepted traffic analysis in consultation with FDOT

8.13 The following level of service standards have been established for State, County, City and GUATS system roadways within the geographic area subject to this Agreement, as identified in Exhibit "B" and Exhibit "C":

- a) State road segments

<u>Segment</u>	<u>Adopted LOS</u>	<u>Functional Classification</u>
S-1, US441, from Paynes Prairie. to Williston Rd.	D	4-lane divided, I State
S-2, US441, from Williston Rd. to Archer Rd.	E	4-lane divided, I State
S-3, US441, from Archer Rd. to University Ave.	E	4-lane divided, II State
S-4, US441, from W. University Ave. to NW 29 Rd.	E	4-lane divided, II State
S-6, SR 20/NW 6 th Street, from NW. 8th Ave. to NW 39 Ave.	E	4-lane undivided, II State
S-9, SR 24, from SW 75 th Street to I-75	D	4-lane divided, I State
S-10, SR 24, from I-75 to SW 34 St.	E	6-lane divided, I State
S-55, SR 24, from SW 34 St. to SW 16 Ave.	E	6-lane divided, I State
S-11, SR 24, from SW 16 Ave. to US 441	E	4-lane divided, II State
S-14, SR 26, from NW 98 St. to I-75	D	4-lane divided, I State
S-15, SR 26, from I-75 to NW 8 Ave.	E	6-lane divided, II State
S-16, SR 26, from NW 8 Ave. to W. 34 St.	E	4-lane divided, I State
S-17, SR 26, from W. 34 St. to Gale Lemerand Dr.	E	3-lane undivided, II State
S-18, SR 26, from Gale Lemerand Dr. to US 441	E	4-lane divided, II State
S-19, SR 26, from US 441 to Waldo Rd.	E	4-lane divided, II State
S-21, SR 26A/SW 2 nd Ave., from SR 26/ to SR121/ 34 th St.	E	2-lane divided, II State
S-22, SR 26A/SW 2 nd Ave., from SR121/ 34 th St. to SR 26.	E	2-lane divided, II State
S-23, SR 121, from Williston Rd. to SR 24	E	6-lane divided, I State
S-24, SR 121, from Archer Rd. to SR 26	E	6-lane divided, I State
S-25, SR 121, from SR 26 to NW 16 Ave.	E	2-lane divided, II State
S-33, SR 226, from Archer Rd. to US 441	E	4-lane divided, II State
S-34, SR 226, from US 441 to Main St.	E	4-lane divided, II State
S-35, SR 226 from Main St. to Williston Rd.	E	2-lane undivided, II State
S-36, SR 120A/NW 23 Ave US 441 to Main to Waldo Rd.	E	4-lane undivided, II State
S-37, SR 226 from Main St. to Williston Rd.	E	2-lane undivided, II State
S-38, SR 331, from I-75 to US 441	E	4-lane divided, I State
S-39, SR 331 from US 441 to SR 26	E	4-lane divided, I State
S-40, SR 20 from NW 6 th St to Main Street	E	4-lane divided, II State
S-41, I-75, from Williston Rd. to Archer Rd.	D	6-lane divided, Freeway

S-42, I-75, from Archer Rd. to Newberry Rd.	D	6-lane divided, Freeway
S-55, SR24, From SR121 (SW 34) to SR226 (SW 16)	E	6-lane divided, I State
SR 24, north of the MTPO boundary	C	4-lane divided, I State
US 441, south of the MTPO boundary	C	4-lane divided, I State

b) County road segments

<u>Segment</u>	<u>LOS</u>	<u>Functional Classification</u>
A-1, NW 53 Ave, from NW 71 St. to US 441 County	E	2-lane undivided, I Major
A-11, NW 16 Ave, from NW 43 St. to NW 13 St. County	E	4-lane divided, I Major
A-13, SW 75 St, from SR 24 to SW 8 Ave. County	D	2-lane undivided, I Major
A-14, NW 75 St, from SW 8 Ave. to SR 26 County	D	4-lane divided, I Major
A-15, SW 20 Ave, from SW 75 St. to SW 62 Blvd. County	D	2-lane undivided, I Major
A-16, SW 20 Ave, from SW 62 Blvd. to SW 34 St. County	E	2-lane undivided, II Major
A-17, N. Main St, from NW 8 Ave to NW 16 Ave County	E	2-lane divided, II Major
A-28, Rocky Point Rd, from SR 331 to US 441 County	D	2-lane undivided, I Major
A-30, SW 40 Blvd/42 St/43 St. from SR 24 to SW 20 Ave. County	E	2-lane divided, II Major
A-34, Millhopper Rd, NW 143 St. to NW 71 St. County	D	2-lane undivided, I Major
A-42, CR 329B, from SR 20 to SR 26 County	D	2-lane undivided, II Major
CR 225, north of the MTPO boundary County	C	2-lane undivided, I Major
CR 237, north of the MTPO boundary County	C	2-lane undivided, I Major
CR 241, north of the MTPO boundary County	C	2-lane undivided, I Major

c) City road segments

<u>Segment</u>	<u>LOS</u>	<u>Functional Classification</u>
G-37, SW 23 Terr, from Williston Rd. to SR 24 City	E	2-lane undivided, II Major
G-2, NW 8 Ave. from SR 26 to W. 22 St. City	E	4-lane undivided, I Major

G-3, NW 8 Ave, from W. 22 St. to NW 6 St. City	E	2-lane undivided, II Major
G-4, W 62 Blvd, from SR 26 to SW 20 Ave. Major City	E	2/4-lane undivided, II
G-5, NW 22 St, from SR 26 to NW 16 Ave. City	E	2-lane undivided, II Major
G-6, NW 8 Ave, from N. Main St. to Waldo Rd. City	E	2-lane undivided, II Major
G-7, S 2 Ave, from US 441 to SE 7 St. City	E	2-lane divided, II Major
G-8, W 6 St, from SR 226 to SW 4 Ave. City	E	4-lane divided, II Major
G-9, W 6 St, from SW 4 Ave. to NW 8 Ave. City	E	2-lane undivided, II Major
G-10, E 9 St from SE 2 Ave. to NW 31 Ave. City	E	2-lane undivided, II Major
G-20, S 4 Ave. from US 441 to SE 15 St. City	E	2-lane divided, II Major
G-21, SW 9 Rd/Depot/SE 7 St. from US 441 to SE 15 St. City	E	2-lane undivided, II Major
G-24, NW 17 St, from SR 26 to NW 8 Ave. City	E	2-lane undivided, II Major
G-25, W 12 St, from SW 4 Ave. to NW 8 Ave. City	E	2-lane undivided, II Major
G-26, W 10 St, from SW 4 Ave. to NW 8 Ave. City	E	2-lane undivided, II Major
G-27, SW 16 St, from SW 16 Ave. to SR 24 City	E	2-lane undivided, II Major
G-28, NW 5 Ave, from NW 22 St. to US 441 City	E	2-lane undivided, II Major
G-29, W 3 St, from SW 4 Ave. to NW 8 Ave. City	E	2-lane undivided, II Major
G-30, W 2 St. from SW 4 Ave. to NW 8 Ave. City	E	2-lane undivided, II Major
G-33, E 2 St. from SE 2 Pl. to NE 8 Ave. City	E	2-lane undivided, II Major
G-34, E 3 St. from SE Depot Ave. to NE 2 Ave. City	E	2-lane undivided, II Major
G-36, Glen Springs Rd, from SR121 to NW 16 Terr. City	E	2-lane undivided, II Major
G-38, NW 23 Blvd, from NW 16 Terr. to NW 13 St. City	E	2-lane undivided, II Major
G-40, S. Main St, from Williston Rd to W. Univ. Ave. Major City	E	2-lane/4-lane divided, II

- 8.14 The CITY uses the National Fire Protection Association (NFPA) Standard 1710 as a guideline for its response time goal for fire and emergency rescue service. NFPA 1710 is a national standard that identifies a four minute travel expectation for ninety percent of structure fire and emergency medical calls in an effort to provide effective intervention.
- 8.15 The COUNTY has established the following level of service guidelines for fire services:
- a) In the Urban Service Area, initial unit response LOS guideline is within 4 minutes for 80% of all emergency responses within a 12 month period. Fire suppression/protection service level for all properties in the Urban Service Area shall be at the ISO (Insurance Service Office) Class Protection 4 or better. Land development regulations shall require that 100% of development shall provide water supply served by hydrants.
 - b) In the Urban Cluster, initial unit response LOS guideline is within 6 minutes for 80% of all emergency responses within a 12 month period. Fire suppression /protection service level for all properties in the Urban Cluster shall be at the ISO (Insurance Service Office) Class Protection 6 or better. Land development regulations shall require that 100% of development shall provide water supply served by hydrants.
 - c) In the rural area, initial unit response LOS guideline is within 12 minutes for 80% of all emergency responses within a 12 month period. Fire suppression/protection service level for all properties in the Rural Area shall be at the ISO (Insurance Service Office) Class Protection of <10. Development will provide adequate water supply for fire suppression and protection, and fire service compliant fire connections, required through land development regulations.
 - d) The County shall update the Fire Service Master Plan and evaluate capital and related operational needs to meet these LOS guidelines. This update shall include identification of funding sources that could be established as part of a financially feasible plan to meet these guidelines. This update and adoption of a financially feasible plan shall serve as a basis for consideration of an amendment to the Comprehensive Plan to establish level of service standards for Fire Rescue services as part of the County's concurrency management requirements.

9.0 EXISTING FINANCIAL ARRANGEMENTS BETWEEN THE UFBOT AND SERVICE PROVIDERS

- 9.1 The UFBOT has a current arrangement to pay the CITY the adopted rate per equivalent residential unit (ERU) for stormwater services for untreated stormwater discharge from certain limited properties contained in the campus master plan and specified as follows:
- Collegiate Living Organization (117 NW 15th Street);
 - Development and Alumni Affairs buildings and parking lots (100 NW 20th Street);
 - Institutes of Black Culture (1510 W. University Avenue) and Hispanic/Latino Cultures (1504 W. University Avenue);
 - State University System Presses (15 NW 15th Street);
 - Tanglewood Apartments (2901 SW 13th Street);
 - University Arboretum (northwest corner of W. University Avenue and NW 23rd Street);
 - 105 Classroom Building (105 NW 16th Street);

- East Campus (2100 Waldo Road);
- Libraries Remote Services (2715 NE 39th Avenue); and
- P. K. Yonge Developmental Research School (1080 SW 11th Street)

Under the current arrangement, this charge, as may be adjusted from time to time by amendment to the City's Code of Ordinances, is payable to the CITY. City and University agree that all other university main campus properties that may discharge untreated stormwater into the City's stormwater system are offset by stormwater that discharges into the University's Lake Alice stormwater system from lands within the City's jurisdiction.

- 9.2 The UFBOT has arranged to pay for the provision of potable water service, facilities and fire hydrants to the campus in accordance with Legislative authorization and the Water Services Agreement executed November 2, 1992, by the CITY and Board of Regents. Potable water system improvements made at the request of the UFBOT will be subject to extension policies and connection charges contained in the Water Services Agreement or the City's extension and connection policies, whichever apply. These charges, as may be adjusted for general applicability by the CITY from time to time, are payable to GRU.
- 9.3 The UFBOT provides most of its own internal sanitary sewer facilities and services to the campus. The University has isolated facilities for which it has arranged to pay for the provision of sanitary sewer facilities or service to the campus in accordance with the City's schedule of fees, rates, and charges, as well as the City's policies for wastewater extensions and connection charges. These charges, as may be adjusted for general applicability by the CITY from time to time, are payable to GRU. Charges may also be adjusted by future agreements between the CITY and UFBOT.
- 9.4 The UFBOT provides most of its own internal solid waste removal services using organic refuse trucks, dumpsters and Grounds Department personnel. The UFBOT has entered into a contract with a private contractor for supplemental trash collection and removal services to the UF campus.
- 9.5 There are no financial arrangements between the UFBOT and the CITY or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 The UFBOT has entered into a contract with the City's Regional Transit System for the provision of on-campus shuttle bus routes. The UFBOT pays the CITY (RTS) based upon an agreed-upon contractual payment by UF. This rate is recalculated on a year-to-year basis, dependent upon RTS' annual operating expense per hour. Additionally, the Campus Development Agreement for 1995-2005 dated December 30, 1998 with subsequent amendments in March 2001 and March 2004 provided for fair-share payments totaling \$12,450,000 to improve off-campus transportation facilities and services necessary to address deficiencies identified in that agreement. Additionally, the Campus Development Agreement for 2005-2015 dated August 2, 2006 provided for fair-share payments to improve off-campus transportation facilities and services necessary to address deficiencies identified in that agreement as follows:
- a) The UFBOT has provided funding in the amount of \$3,789,300 to the CITY toward implementation of a county-wide traffic management system (TMS);

- b) The UFBOT has provided funding in the amount of \$4,800,000 (based on a rate of \$960,000 per year for 5 years; FY2011-FY2015) to the CITY for public transit rolling stock;
 - c) The UFBOT has provided funding in the amount of \$515,230 to the CITY, and \$515,230 to the COUNTY toward construction of additional bicycle and pedestrian facilities in the Context Area;
 - d) The UFBOT has provided funding in the amount of \$1,622,650 to the COUNTY toward the acquisition of right-of-way, as needed, and construction of SW 8th Avenue and SW 61st Street from SW 75th Street to SW 20th Avenue including intersection modifications as needed;
 - e) The UFBOT has provided funding in the amount of \$900,000 toward construction of roadway and intersection modifications on SW 2nd Avenue from SW 13th Street to S. Main Street; and
 - f) The UF BOT has provided funding in the amount of \$8,182,970 to the CITY toward performance of necessary studies and construction of intersection modifications at Archer Road/SW 16th Avenue and Archer Road/Gale Lemerand Drive including a new north-south road connection between Archer Road and SW 16th Avenue with associated intersection improvements.
- 9.7 The UFBOT has provided \$800,000 to the CITY for the purchase of certain emergency capital equipment as the fair-share payment to mitigate impacts to emergency services.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan as specified in Exhibit "A" should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the CITY and COUNTY, as long as all development identified in the adopted UF campus master plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UF campus master plan.
- 10.2 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan as specified in Exhibit "A" should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the CITY and COUNTY.
- 10.3 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan as specified in Exhibit "A" should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the CITY and COUNTY.

- 10.4 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan as specified in Exhibit "A" should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the CITY and COUNTY.
- 10.5 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan as specified in Exhibit "A" should not degrade the operating conditions for public recreation facilities and open space below the level of service standards adopted by the CITY and COUNTY, as long as UF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 10.6 The UFBOT and CITY and COUNTY agree that the operating conditions on the following roadway segments have already degraded below the level of service standards adopted by the CITY and COUNTY, and that the development identified in the adopted UF campus master plan and in Exhibit "A" will contribute to further degradation:

(S-55) SR24/Archer Road from SR121/SW 34th Street to SR226/SW 16th Avenue
 (S-3) US441/SW 13th Street from Archer Road to SR26/University Avenue
 (S-4) US441/NW 13th Street from W. University Avenue to NW 29th Road
 (S-22) SR26A/SW 2nd Avenue from W. 34th Street to University Avenue
 (S-18) SR26/W. University Avenue from Gale Lemerand Drive to SW 13th Street
 (A-16) SW 20th Avenue from W. 62nd Boulevard to SW 34th Street

The UFBOT and CITY and COUNTY further agree that, for the purposes of this Agreement, the development identified in the adopted UF campus master plan and Exhibit "A" will cause the operating conditions on the following roadway segments to degrade below the level of service standards adopted by the CITY and COUNTY:

(S-10) SR24/Archer Road from I-75 to SW 34th Street
 (S-11) SR24/Archer Road from SW 16th Avenue to SW 13th Street
 (G-28) NW 5th Avenue from NW 22nd Street to NW 13th Street
 (S-24) SR121/SW 34th Street from SR24/Archer Road to SR26/University Ave.
 (S-17) SR26/W. University Avenue from SW 34th Street to Gale Lemerand Drive
 (G-27) SW 16th Street from SR226/SW 16th Avenue to SR24/Archer Road
 (S-2) US441/SW 13th Street from Williston Road to Archer Road
 (G-20) SW 4th Avenue from SW 13th Street to SE 15th Street

The UFBOT and CITY and COUNTY agree that the operating conditions on additional University Context Area roadway segments will degrade below the level of service standards adopted by the CITY and COUNTY, unless - *at a minimum* - existing transit service level is maintained including bus replacement to retain a sufficient functioning fleet.

Mitigation of the above deficiencies have been addressed by transportation strategies identified in Section 9.6 of this Agreement with fair-share payment that has already been provided through the Campus Development Agreement for 2005-2015 dated August 2, 2006.

- 10.7 The UFBOT and CITY and COUNTY agree that some of the development proposed in the adopted UF campus master plan as specified in Exhibit "A" requires specialized

emergency response equipment not currently possessed by the CITY, but needed, in particular, to meet the NFPA guideline for response time and to respond to high rise building construction. For this reason, the UFBOT has provided CITY with fair-share payment mitigation identified in Section 9.7 through the Campus Development Agreement for 2005-2015 dated August 2, 2006.

- 10.8 The UFBOT and CITY and COUNTY agree that development proposed on the satellite properties should not degrade operating conditions below adopted level of service standards for public stormwater management facilities, public potable water facilities, public sanitary sewer facilities, public solid waste facilities, public recreation and open space facilities, fire/rescue and roadways.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

- 11.1 The UFBOT and CITY and COUNTY agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UF campus master plan and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus stormwater management improvements need to be provided, as long as all development identified in the adopted UF campus master plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UF campus master plan and provides necessary stormwater management facilities required under the applicable Water Management District rules.
- 11.2 The UFBOT and CITY and COUNTY agree that there is sufficient potable water facility capacity to meet the potable water demands of UF and all GRU customers. GRU has programmed the necessary capital improvements to expand potable water facility capacity to accommodate the impacts of development proposed in the adopted UF campus master plan as specified in Exhibit "A" as well as impacts from GRU customers, and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus potable water improvements need to be provided.
- 11.3 The UFBOT and CITY and COUNTY agree that there exists sufficient wastewater treatment facility capacity to provide service to presently-served portions of the UF campus, as well as other GRU customers. GRU has programmed capital improvements to expand wastewater treatment facility capacity to accommodate the impacts of development proposed in the adopted UF campus master plan as specified in Exhibit "A" as well as impacts from other GRU customers, and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus wastewater treatment improvements need to be provided.
- 11.4 The Alachua County solid waste transfer station provides sufficient solid waste disposal capacity to accommodate the impacts from County solid waste disposal customers. The UFBOT and CITY and COUNTY agree that no off-campus solid waste improvements need to be provided.

- 11.5 The UFBOT and CITY and COUNTY agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UF campus master plan as specified in Exhibit "A" to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus open space and recreation improvements need be provided, as long as UF continues to provide for the recreational needs of its students as identified in the campus master plan.
- 11.6 The UFBOT and CITY and COUNTY agree that the following off-campus transportation improvements are necessary to address deficiencies identified in Section 10.6 of this Agreement.
- a) Implement a county-wide traffic management system (TMS);
 - b) Improve public transit to and from campus;
 - c) Construct additional bicycle and pedestrian facilities;
 - d) Acquire right-of-way, as needed, and construct SW 8th Avenue and SW 61st Street from SW 75th Street to SW 20th Avenue including intersection modifications as needed;
 - e) Construct roadway and intersection modifications on SW 2nd Avenue from SW 13th Street to S. Main Street; and
 - f) Perform necessary studies and construct intersection modifications at Archer Road/SW 16th Avenue, Archer Road/SW 13th Street, SW 13th Street/SW 16th Avenue, and other multimodal modifications along the corridors of Archer Road and SW 16th Avenue between these intersections.
- 11.7 The UFBOT and CITY and COUNTY agree that the purchase of certain emergency capital equipment is necessary to address deficiencies identified in Section 10.7 of this Agreement.
- 11.8 The UFBOT and CITY and COUNTY agree that there exists sufficient capacity for public roads, public stormwater management facilities, public potable water facilities, public sanitary sewer facilities, public solid waste facilities, public recreation and open space facilities, public transportation, and public fire and rescue emergency facilities to accommodate existing and proposed development on the Alachua County Satellite Properties identified in "C" in accordance with adopted level of service standards.
- 12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**
- 12.1 The UFBOT and CITY and COUNTY agree that no off-campus stormwater management improvements need be assured by the UFBOT.
- 12.2 The UFBOT and CITY and COUNTY agree that no off-campus potable water improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for potable water, except as provided in Section 9.2.

- 12.3 The UFBOT and CITY and COUNTY agree that no off-campus sanitary sewer improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for potable water, except as provided in Section 9.3.
- 12.4 The UFBOT and CITY and COUNTY agree that no off-campus solid waste improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for solid waste, except as provided in Section 9.4.
- 12.5 The UFBOT and CITY and COUNTY agree that no off-campus parks and recreation improvements need be assured by the UFBOT.
- 12.6 The UFBOT and CITY and COUNTY agree that the UFBOT's responsibility for paying its fair share to mitigate deficiencies identified in Section 10.6 and for the costs of transportation improvements identified in Section 11.6 have been met as provided in Section 9.6. No additional transportation system improvements need be assured by the UFBOT.
- 12.7 The UFBOT and CITY and COUNTY agree that the UFBOT's responsibility for paying its fair share to mitigate deficiencies identified in Section 10.7 and for the costs of improvements identified in Section 11.7 has been met as provided in Section 9.7. No additional emergency services improvements need be assured by the UFBOT.

13.0 CONCURRENCY RESPONSIBILITIES

- 13.1 The UFBOT, CITY and COUNTY agree that the deficiencies identified in Section 10.6 and 10.7 of this Agreement, the improvements identified in Section 11.6 and 11.7 of this Agreement, and the UFBOT's fair share identified in Section 12.6 and 12.7 of this Agreement, are based upon the projected impacts of the development identified in Exhibit "A".
- 13.2 The UFBOT, CITY and COUNTY agree that the UFBOT has fulfilled all concurrency responsibilities with regard to the square footage of development identified in the Capital Improvements Element of the UF campus master plan as specified in Exhibit "A". Said development may proceed without any further local government review as long as it is consistent with the UF campus master plan and 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 are enacted subsequent to 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 necessary to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 This Agreement may be amended as provided in Section 1013.30, Florida Statutes and in conjunction with any amendment to the adopted UF Campus Master Plan within the

geographic area identified in Exhibit "B" and Exhibit "C" 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 city or any affected local government.

- 15.2 Requests for 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 parties hereto.
- 15.4 In the event of a dispute arising from the implementation of this Agreement, the parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The CITY and COUNTY find that this Agreement and the proposed development identified in Exhibit "A" provided for herein are consistent with the City's and County's Comprehensive Plans to the extent that this Agreement addresses issues that are addressed in the City's and County's comprehensive plans.

17.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City and County are located to enforce the terms and conditions of this 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 aggrieved or adversely affected person other than a party to this 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 disputes pursuant to this Agreement.
- 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 the UFBOT or CITY or COUNTY rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Section 1013.30, Florida Statutes, has 60 days to hold informal hearings, if necessary, to resolve the dispute.

19.0 MONITORING AND OVERSIGHT

- 19.1 The CITY and COUNTY may upon request review all relevant information concerning development activity on the UF campus to verify that the terms of this Agreement are satisfied. UF shall continue to provide the City and County monthly project information that demonstrates good faith compliance with the terms of this Agreement.
- 19.2 The University may upon request review all relevant information concerning development activity by the City and County to verify that improvements identified in Sections 11.6, 11.7, 12.6 and 12.7 of this Agreement funded by the State University System Concurrency Trust Fund that address impacts of University development have been implemented consistent with the terms and conditions of this Agreement. Not less than once every 12 months, the City and County shall provide the University project information that demonstrates good faith compliance with the terms of this Agreement. Required project information shall include a statement of compliance with this Agreement, and a report on the status of improvements identified in Section 11.6, 11.7, 12.6 and 12.7 of this Agreement.

19.3 If any party finds 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.

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 FORWARDING AGREEMENT TO STATE LAND PLANNING AGENCY

A copy of the executed Agreement shall be forwarded to the state land planning agency by the UFBOT within 14 days after the date of execution.

22.0 NOTICES

22.1 All notices, demands, requests to 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 on the business day after deposit with the express delivery service.

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

City Manager
City of Gainesville
Post Office Box 490
Gainesville, Florida 32602

With a copy to:

City Attorney
City of Gainesville
Post Office Box 1110
Gainesville, Florida 32602

The address of the COUNTY shall be:

County Manager
Alachua County
Post Office Box 2877
Gainesville, Florida 32602

With a copy to:

County Attorney
Alachua County
Post Office Box 2877
Gainesville, Florida 32602

The address of the UFBOT shall be:

University of Florida Board of Trustees
Vice President for Business Affairs
University of Florida
204 Tigert Hall
P. O. Box 113100
Gainesville, Florida 32611

With a copy to:

Vice President and General Counsel
University of Florida
123 Tigert Hall
P. O. Box 113125
Gainesville, Florida 32611

23.0 EXHIBITS AND SCHEDULES

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

- Exhibit "A" – Development Authorized By The Agreement
- Exhibit "B" – Geographic Area Covered By The Agreement (Context Area)
- Exhibit "C" – Geographic Area Covered By The Agreement (Satellite Properties)

IN WITNESS THEREOF, the parties have set their hands and seals to this Campus Development Agreement on the day and year indicated.

APPROVED by the UFBOT this _____ day of _____, 2006

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Curtis A. Reynolds,
Vice President for Business Affairs

Date

APPROVED AS TO FORM AND LEGALITY:

Colt Little
Associate General Counsel

APPROVED by the City Commission this _____ of _____, 2006.

ATTEST:

CITY COMMISSION
OF THE CITY OF GAINESVILLE, FLORIDA

Kurt Lannon, Clerk of the Commission

BY: _____
Ed Braddy, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Nicolle Shalley
City Attorney

APPROVED by the County Commission this _____ of _____, 2006.

ATTEST:

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

J. K. "Buddy" Irby, Clerk of the Commission

BY:

Lee Pinkoson, Chairman

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Dave W. Wagner
City Attorney

EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT

1. MAIN CAMPUS

UF Main Campus Space Type	CDA Authorized 2005-2015 (GSF)	Net Built 1/1/05- 6/30/15 (GSF)	CDA Authorized 2015-2025 (GSF)
Housing	284,502	120,316	164,186
Green Space Buffer and Urban Park	-	-	-
Active Recreation/ Active Recreation-Outdoor	342,760	130,567	212,193
Academic/ Academic-Outdoor	2,104,856	1,213,018	891,838
Support / Clinical and Cultural	1,002,718	248,960	753,758
TOTAL	3,754,336	1,758,474	1,995,862
Parking	2,000	285	1,715

2. ALACHUA COUNTY SATELLITE PROPERTIES

Austin Cary Memorial Forest:

The 2005-2015 CDA authorized 15,000 GSF of development. During those years, 2,945 GSF of development (net new) was added as replacement conference center. The 2015-2025 CDA will authorize 12,000 GSF of Academic-Outdoor and field support facilities at this site.

Beef Research Unit:

The 2005-2015 CDA authorized 5,000 GSF of development. During those years, there was a net decrease of 2,390 GSF due to demolitions at this site. The 2015-2025 CDA will authorize 7,000 GSF of Academic-Outdoor and field support facilities at this site.

Dairy Research Unit:

The 2005-2015 CDA authorized 12,000 GSF of development. During those years, 23,368 GSF (net new) was added as construction of two large replacement feed barns in agricultural use. The 2015-2025 CDA will authorize 15,000 GSF of Academic-Outdoor and field support facilities at this site.

Millhopper Horticulture Unit:

The 2005-2015 CDA authorized 21,000 GSF of development. During those years, 10,827 GSF (net new) was added as office, laboratory, academic support, and shadehouse construction. The 2015-2025 CDA will authorize 10,000 GSF of Academic-Outdoor and field support facilities at this site.

Wall Farm Horse Teaching Unit:

The 2005-2015 CDA authorized 10,400 GSF of development. During those years, 1,312 GSF (net new) was added in field support and storage buildings. The 2015-2025 CDA will authorize 10,000 GSF of Academic-Outdoor and field support facilities at this site.

Santa Fe Ranch Beef Research:

The 2005-2015 CDA authorized 18,000 GSF of development. No additional square footage has been added between 2005 and 2015. The 2015-2025 CDA will authorize 18,000 GSF of Academic-Outdoor and field support facilities at this site.

Lake Wauburg:

The 2005-2015 CDA authorized 21,200 GSF of development. No additional square footage has been added between 2005 and 2015. The 2015-2025 CDA will authorize 40,000 GSF of Active Recreation facilities at this site.

East Campus:

The 2005-2015 CDA authorized 124,162 GSF of development. During those years, 69,241 GSF was added in office, laboratory, and support spaces. The 2015-2025 CDA will authorize 110,000 GSF of Academic and Support facilities at this site.

Libraries Remote Services:

The 2005-2015 CDA did not authorize any development at this site and none was developed during those years. The 2015-2025 CDA will authorize 140,000 GSF of Support facilities at this site.

EXHIBIT "B"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT
(CONTEXT AREA)

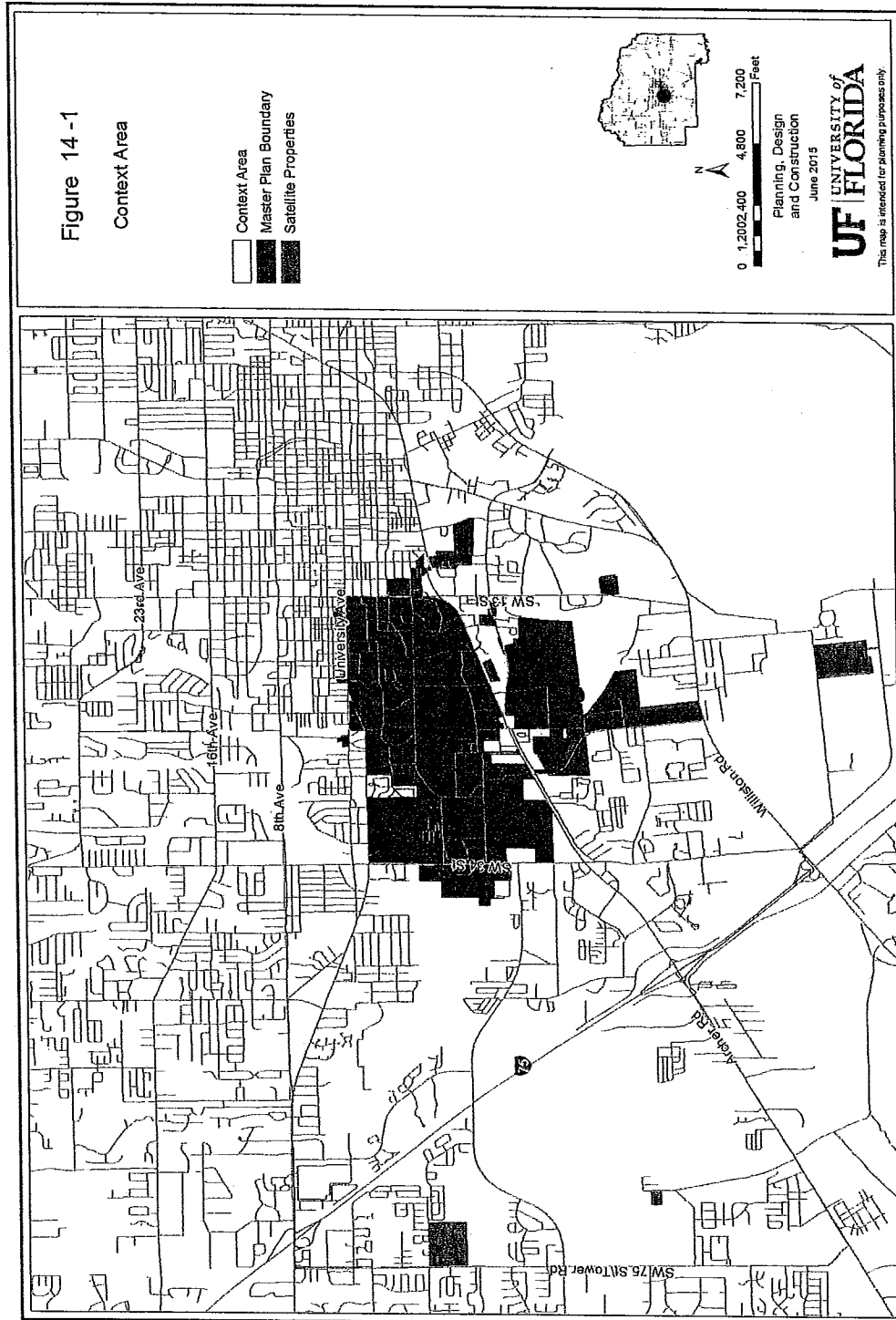


EXHIBIT "C"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT
(SATELLITE PROPERTIES)

