



**Campus Development Agreement
Between Escambia County and
The University of West Florida**

for the

**CAMPUS MASTER PLAN UPDATE
2006-2016**

From
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CAMPUS DEVELOPMENT AGREEMENT
BETWEEN ESCAMBIA COUNTY
and
THE UNIVERSITY OF WEST FLORIDA

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN ESCAMBIA COUNTY and UWF**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the **University of West Florida board of Trustees** (hereinafter referred to as the “BOT”), and the **COUNTY OF ESCAMBIA** (here referred to as the “County”), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the campus of the University of West 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 Escambia 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 Chapter 1013, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, and

WHEREAS, the BOT has approved and adopted a campus master plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the BOT, the BOT and Escambia County are required to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonable 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, 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 BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to address 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 “adopted master plan” means the UWF Master Plan as adopted on March 11, 2008.
- 2.3 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.4 The term “aggrieved or adversely affected person” means any person with proprietary interest in real property within the county, which properly will suffer an adverse impact as the result of the county permitting or development approval decision.
- 2.5 The term “campus master plan” means a plan that meets the requirements of Chapter 1013. 30, Florida statutes.
- 2.6 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.7 The term “concurrency” means the condition or circumstance that public facilities meet or exceed the adopted level of service (LOS) standards established by the County Comprehensive Plan.
- 2.8 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.
- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.

- 2.11 The term “force majeure” means act 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.
- 2.12 For the purposes of this agreement, the term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.13 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 Chapter 1013.30, Florida Statutes. It is the intent of the BOT and the County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts 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, and public transportation.

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 the BOT and the County.
- 4.2 The BOT 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 the BOT.
- 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 a resolution adopted by the County and has 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
- 4.6 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the BOT 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 Exhibits “A and B” may proceed without further review by the County if it is consistent with the terms of this Agreement and UWF’s adopted 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.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) years, unless extended by the mutual consent of the BOT and the County, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED NY THIS AGREEMENT

The real property subject to this Agreement includes approx. 1647 acres as identified in Exhibit “B”, attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

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

- 7.1 Stormwater management facilities and services are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all stormwater management facilities on campus.
- 7.2 Potable water facilities and services are provided by UWF and the Emerald Coast Utilities Authority, (ECUA). Basic service is available through on-campus wells. UWF shares a connection with the ECUA, which essentially provides for supplemental fire flow and back-up capacity. The ECUA has agreed to install a new potable water service adjacent to Pate Street having capacity for the planned West Campus Development.
- 7.3 Sanitary sewer collection facilities and services are provided by UWF and tied into ECUA's sanitary sewer system and disposal facilities. Accordingly, UWF is responsible for the operation and maintenance of all sanitary sewer facilities on the main campus. The ECUA has agreed to install sanitary sewer facilities having capacity for the planned West Campus Development.
- 7.4 Solid waste disposal is provided through a system of dumpsters, recycling receptacles, compactors, grease traps, septic tanks, and waste storage facilities. Commercial and domestic waste is collected under contract with a private vendor. Once collected, commercial and domestic wastes are transported off campus for proper disposal. Medical waste is transported to a central location on campus and temporarily stored in a secure area until collection by a private vendor.
- 7.5 Recreation and open space facilities are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 Transportation facilities and services are provided by UWF, the County, Florida Department of Transportation (FDOT), and the Escambia County Area Transit, (ECAT). UWF operates and maintains an on-campus system of collector, minor collector and service roads. The County operates and maintains a system of collector and minor arterial roads within the geographic area. The FDOT operates and maintains a system of minor arterial and principal arterial roads within the geographic area. The ECAT provides and operates bus service to UWF. A campus shuttle service is also utilized.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY

- 8.1 The Escambia County Comprehensive Plan establishes the following level of service standards for stormwater management.
 - 1) The post-development runoff rate shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with greatest intensity.

- 2) Compliance with the design and performance standards adopted pursuant to Chapter 62-25, F.A.C., in its entirety (including exemptions) and Chapters 62-4 and 62-302, F.A.C.
- 3) The contribution of the new development to any existing, functioning area-wide drainage system will not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- 4) The County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay provided LOS standard subpart 2 is deemed to be satisfied.
- 5) The County Engineer shall require design and construction for all major channels of stormwater systems under arterial and collector roads be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

8.2 The Escambia County Comprehensive Plan establishes a level of service standard for potable water provided by the ECUA water system of 100 gallons per capita per day.

8.3 The Escambia County Comprehensive Plan establishes the following level of service standard for sanitary sewer:

Residential --- 210 gallons per residential connection per day (350 gallons per residential connection per day peak); and

Non-residential --- LOS requirements are based upon an equivalent residential connection (ERC) and on the size of the non-residential water meter.

8.4 The Escambia County Comprehensive Plan establishes a level of service standard for solid waste of six (6) pounds per capita per day.

8.5 The Escambia County Comprehensive Plan establishes the following level of service standard for recreation and open space facilities in the following Recreation Services Districts (RSD):

Barrier Island RSD – 1 acre/1,000 people within the RSD

Urban RSD – 1 acre/1,000 people within the RSD

Suburban RSD – 2 acres/1,000 people within the RSD

Rural RSD – 2 acres/ 1,000 people within the RSD

8.6 The Escambia County Comprehensive Plan establishes the following level of service standards for roadway segments within the geographic area providing service to the campus.

<u>Road Segment</u>	<u>From</u>	<u>To</u>	<u>LOS</u>
CR 95 A	Nine Mile Rd	US 29	D
CR 1864	Olive Rd	Davis Hwy	E
CR 1864	Davis Hwy	Pensacola Blvd.	E
CR 0926	Nine Mile Rd	University Pkwy	E
CR 0926	Campus Blvd	Nine Mile Rd	E
CR 1865	Johnson Ave	Nine Mile Rd	E
CR 0924	Nine Mile Rd	UWF Boundary	E
CR 0924	US 29	UWF Boundary	E
CR 749	Nine Mile Rd	Old Chemstrand Rd	E
University Pkwy	Davis Hwy	Nine Mile Rd	E
University Pkwy	Nine Mile Rd	Campus Drive	E
SR 10	University Pkwy	Davis Hwy	D
SR 10	Davis Hwy	Santa Rosa Co Line	D
SR 10 A	I-10	Nine Mile Rd	D
SR 290	9 th Ave	Davis Hwy	E
SR 290	Davis Hwy	Old Palafox Hwy	E
SR 291	Nine Mile Rd	University Pkwy	E
SR 291	University Pkwy	Burgess Rd	F (Maintain)
Greenbrier	Chemstrand	Guidy Intersection	E

8.7 The Escambia County Comprehensive Plan establishes a level of service standard for public transportation as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT 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 UWF campus:

- 9.1 There are no financial arrangements between the BOT and the County or any other entity for the provision of stormwater management facilities or service to the campus.
- 9.2 The BOT has paid an initial capacity impact fee in the amount of \$1,157.00, to the ECUA for the provision of an emergency potable water (fire line) back-up meter service to the campus. A permanent monthly charge in the amount of \$27.25 has been imposed.

- 9.3 The BOT pays ECUA for the provision of sanitary sewer facilities and service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF in 1997.
- 9.4 The BOT has entered into a contract with Allied Waste Industries for solid waste collection and removal services to UWF campus.
- 9.5 There are no financial arrangements between the BOT and any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between the BOT and the County or any other entity for the provision of transportation facilities or service to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The BOT and the County agree that, since all UWF stormwater management facilities are designed and constructed to retain on-site, all volume of runoff generated by on-campus construction, development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County so long, as all development identified in Exhibits “A and B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF campus master plan.
- 10.2 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 The BOT and the County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” should not degrade the operating conditions for public solid waste collection and disposal facilities below the level of service standards adopted by the County.
- 10.5 The BOT and County further agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County, so long as UWF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.

10.6 The BOT and the county agree that the development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” would contribute to reducing the operating conditions for the select off-campus roadways below the level of service standards adopted by the County. Based on traffic generation projections, a traffic distribution was developed based on campus access points, and future residential and employment locations.

At the time of the master plan analysis, roadways included in the MPO’s 2010 Cost Feasible Plan, are facilities considered funded and likely to be in place by 2010, and served as the base network for the future traffic analysis. The roadways and connections proposed in this Master Plan were added to the 2010 base network.

As agreed by Escambia County and UWF, all of UWF’s pro rata share of the costs of improvements to roadway segments identified in section 12.0 of the May 6, 2005 Development Agreement have been satisfied. Any additional improvements on the segments identified in the May 6, 2005 Development Agreement would be the responsibility of Escambia County.

Therefore the proposed development’s traffic impact was evaluated on the intersections and road infrastructure within an updated project area (as determined by Escambia County). Escambia County indicated that phase I study area’s roadway network shall include Ten Mile Road /Greenbrier Blvd., Guidy Ln., and the Ten Mile Rd (Greenbrier Boulevard)/Guidy Ln. intersection.

As part of the evaluation, future capacity conditions associated with the complete build-out year 2016 were determined. The project traffic was combined with the Years 2016 background traffic volumes and compared against the roadway capacities to determine the level of service for the Year 2016 traffic conditions. Year 2016 is the estimated build-out year for Phase I.

PM Peak Hour forecasting was completed according to standard engineering and planning practices. Sources of historical information include Escambia County, the Florida Department of Transportation (FDOT), and the West Florida Regional Planning Council (WFRPC).

Ten Mile Road and Greenbrier Blvd. (with the inclusion of project traffic) will not meet concurrency requirements or existing Level of Service at current background volumes or at forecasted 2016 volumes. Ten Mile and Greenbriar Road segments are projected to experience significant increases in traffic volumes due to the UWF Phase I. In addition, the 2016 LOS is projected to operate below LOS standards adopted by Escambia County.

Table T1 – 2015-2016 UWF Traffic: Significantly Affected Roadway Segments

Roadway	Segment		2016 Total Traffic (2-Way Peak Hour)	UWF Growth 2008- 2016	2016 LOS
	From	To			
Ten Mile Road	Chemstrand	Guidy Lane Intersection	2313	1369	F
Guidy Lane	Greenbrier	Nine Mile Road	755	243	F
Greenbrier	Guidy Lane Int.	Deadend	1695	1621	C

- Indicates future LOS is lower than adopted LOS standard
- Source: RPA Group traffic analysis

As shown in Table T1, this roadway segment is projected to: (1) carry significant levels (>5%) of UWF 2015-2016 traffic (growth), and (2) the 2016 LOS is projected to operate below adopted standards. This roadway segment will require mitigation by way of improvements such as widening the facility, operational improvements (signals, turn lanes), or improving parallel roadways to accommodate the projected traffic level.

10.7 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” will not degrade the operating conditions for public transit facilities below the level of service standards adopted by the County.

11.0 IMPROVEMENTS REQUIRED TO MEET CONCURRENCY REQUIREMENTS

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

11.1 The BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UWF for the Campus Master Plan and in Exhibits “A and B”; to meet the future needs of UWF duration of this Agreement. The BOT and the County further agree that no off-campus development identified in Exhibits “A and B” of this Agreement is inconsistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.

11.2 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports and based on agreements with ECUA, there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus potable water improvements are required by the County.

- 11.3 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no further off-campus sanitary sewer improvements are required by the County.
- 11.4 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient solid waste facility capacity at the Perdido Landfill to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B” to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus solid waste improvements are required by the County.
- 11.5 The BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus open space and recreation improvements are required by the County, so long as UWF continues to provide for the recreational needs of its students.
- 11.6 As shown in Table T1, Paragraph 10.6, the Greenbrier roadway segment is projected to carry significant levels of UWF 2008-2016 traffic growth and the 2016 LOS is projected to operate below adopted standards. This roadway segment will require some level of mitigation by way of improvements such as widening the facility, traffic signals, turn lanes, transit, or improving parallel roadways to accomplish the projected traffic levels as indicated below. For the purposes of developing a fair share cost, an additional lane in each direction was assumed for each of the three roadway segments. These improvements are potential capacity enhancements with the County and BOT mutually agreeing on final improvements related to these three roadway segments. Alternatives such as enhanced traffic signal operations, expanded transit service, and multi-modal enhancements are additional potential projects to be considered.
- 11.7 The BOT and the County agree that the above programmed improvements as noted in Paragraph 11.6 shall ensure the provision of sufficient transportation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A and B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agrees that concurrency resources need to be provided for these improvements.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided to guarantee UWF’s pro rata share of the costs of improvements to public facilities and services identified in this document and necessary to support development identified in Exhibits “A and B”.

- 12.1 The BOT and the County agree that no off-campus stormwater management improvements are required by the County, so long as all development identified in Exhibits “A and B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.
- 12.2 The BOT and the County agree that no off-campus potable water improvements are required by the County. The BOT and the ECUA have executed a separate agreement for the installation of a new potable water service for the West Campus Development in exchange for granting a utility easement on university property.
- 12.3 The BOT and the County agree that no off-campus sanitary sewer improvements are required by the County.
- 12.4 The BOT and the County agree that no off-campus solid waste improvements are required by the County.
- 12.5 The BOT and the County agree that no off-campus parks and recreation improvements are required by the County.
- 12.6 The BOT and the County agree that the BOT’s responsibility for paying its fair share of the costs of potential improvements in section 11.6 will be met as follows:

(a) Guidy Lane and Ten Mile Intersection Improvements	\$1,384,234.00
(b) Ten Mile/Greenbrier Road Improvements East of Guidy	<u>\$95,500</u>

TOTALS	<u>\$1,479,734</u>
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The BOT and the County agree that payment of the above fair share estimates constitutes full mitigation for the off-campus transportation impacts. This agreement was based upon the “Traffic and Impact Analysis,” September, 2008, pages 5 and 19; appendix G. Refer to Exhibit C.

- 12.7 The BOT and the County agree that no additional off-campus public transportation improvements are required by the County.
- 12.8 Upon execution of this agreement, the BOT will request that the Florida Board of Governors encumber State University System Concurrency Trust Funds in the amount of \$1,479,734, which will constitute the fair share contribution payable to the County for mitigation of those impacts described in paragraph 11.6. The BOT will request that the Florida Board of Governors pay this amount to the County within 90 days after execution of this agreement. The University shall not be obligated to make the payment from any other source.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

- 13.1 The BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Section of the UWF Campus Master Plan, adopted on March 11, 2008, and incorporated herein by this reference.
- 13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the UWF Campus Master Plan, adopted on March 11, 2008.
- 13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and Exhibits “A and B” for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.
- 13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibits “A and B”. The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the BOT to meet concurrency requirements and/or to prevent development identified in UWF’s adopted campus master plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

If state or federal laws are enacted subsequent after the 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 adopted UWF campus master plan which, alone or in conjunction with other amendments: increase 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 This Agreement may be amended if either party delay by more than 12 months the construction of a capital improvement identified in this Agreement.

- 15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.4 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.
- 15.5 In the event of a dispute arising 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.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County's adopted Comprehensive Plan, so long as UWF conforms to the applicable Future Land Use category regulations, as outlined in the County's Comprehensive Plan.

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 County is 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 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 the BOT 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, 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 then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30, Florida Statutes, prescribe by order the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The County may inspect related activity on the UWF campus to verify that the terms of this Agreement are satisfied, not less than once every 12 months. UWF shall provide the County project information that demonstrates good faith compliance with the terms of this Agreement on an annual basis. Project information shall be submitted to the County each year by the first of October.

19.2 If either 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.

19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

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

This Agreement shall be recorded by the County in the public records of Escambia County, Florida, within 14 days of execution of the Agreement by both parties. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the BOT 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 Notice 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.

22.3 For the purpose of notice, the address of the BOT shall be:

The Board of Trustees
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

With a copy to:

The President
University of West Florida
11000 University Parkway
Pensacola, Florida 32514-5750

22.4 The address of the County shall be:

The Escambia County Administrator
Post Office Box 1591
Pensacola, Florida 32597-1591

With a copy to:

Director
Escambia County Department of Planning and Zoning
1190 West Leonard Street
Pensacola, Florida 32501-1129

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" --- Project Enrollment Growth and Residency Forecast

Exhibit "B" --- Geographic Area Covered By The Agreement

1. Campus Master Plan Update 2006-2016 Illustrative: Long Range Figure 3-H
2. Capital Improvement Plan UWF Five (5) Year Plan: 2009/2010-2013/2014
3. C.I.P. Proposed Projects Campus Development Agreement
4. University Of West Florida Campus Development September 2008

Exhibit "C" --- Traffic and Road Impact Analysis, September 2008

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:

Witness

Chair of the Board of Trustees
Of the University of West Florida

Witness

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ of the University of West Florida Board of Trustees, 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.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

Notary Public

(Seal)

My Commission expires: _____

This 2008 Campus Development agreement
Between Escambia County and UWF is approved
as to form and legality

DONE AND ENACTED, by the Board of County Commissioners of Escambia County Florida,
this _____ day of _____, 2008.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency

By: _____

Title: _____

Date: _____

BCC Approved: _____
Date

Date Executed
