

2026 CAMPUS DEVELOPMENT AGREEMENT

BETWEEN

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

AND

ORANGE COUNTY

THIS AGREEMENT, effective as of the date last signed below "(Effective Date)", by and between **ORANGE COUNTY**, a political subdivision of the State of Florida (herein referred to as the "County"), and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida (herein referred to as "UCF" or "University").

WITNESSETH:

WHEREAS, the UCF campus 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 Orange County; and

WHEREAS, in recognition of the 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, upon adoption of a campus master plan by UCF, and in accordance with the statutory requirements set forth in Section 1013.30, UCF and County are required to enter into a campus development agreement; and

WHEREAS, UCF adopted the University of Central Florida 2025-35 Campus Master Plan Update (herein referred to as "Campus Master Plan") on December 5, 2024, in compliance with the requirements set forth in Section 1013.30, Florida Statutes; and

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

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

WHEREAS, this CDA shall identify specific projects between Orange County and the UCF that can reasonably be accomplished over the term of this CDA to lessen or eliminate deficiencies identified in the UCF Campus Master Plan (herein referred to as "Partnership Projects"); and

WHEREAS, this CDA shall identify UCF's fair share, as hereinafter defined, of the cost of all improvements to facilities or services which are necessary to eliminate the deficiencies identified in the UCF Campus Master Plan.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties intending to be legally bound 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 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 A "campus master plan" is a state-required document that meets the requirements of Section 1013.30 (3)-(6), Florida Statutes, outlining the university's vision for future development and management of a university's physical campus over a 10-year period; e.g., the 2025-35 UCF Campus Master Plan. The Campus Master Plan is updated every 10 years.¹ Development associated with the UCF Campus Master Plan is more specifically described in Exhibit "A".
- 2.3 A "comprehensive plan" is a state-required document that meets the requirements of Section 163.3177 and 163.3178, Florida Statutes, outlining a community's vision for future development and establishing policies and priorities for economic, social, physical, environmental, and fiscal development, e.g., the Orange County FL Comprehensive Plan 2010-2030.
- 2.4 The term "concurrency" means that public facilities and services needed to support development are available "concurrent" with the impacts of such development.
- 2.5 The "context area for campus development agreements" is an area surrounding the university, within which on-campus development may impact local public facilities and services and natural resources, and within which off-campus development may impact university resources and facilities [State University System of Florida, Regulation 21.201]. See Exhibit "B" for the Context Area for this CDA.
- 2.6 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.
- 2.7 The term "development order" means any order granting, denying, or granting with conditions an application for a development permit.

¹ Effective July 1, 2025, CS/CS/HB 1255 amended Florida Statute 1013.30,49,(3) to read "Master plans must be updated at least every 10 years".

- 2.8 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.
- 2.9 The term "fair share" refers to a proportionate contribution or responsibility, often used in the context of financial obligations or shared resources.
- 2.10 The term "force majeure" means acts of God (e.g. earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkholes), malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, or compliance with any court order, ruling, or injunction.
- 2.11 The term "public facilities and services" means stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities.
- 2.12 The term "state land planning agency" means FloridaCommerce².
- 2.13 The term "backlogged facility" means a roadway that is currently operating below its level of service standard but is not programmed for improvement within three years in the Florida Department of Transportation's Work Program or three years in a local government Transportation Improvement Plan.
- 2.14 The term "activity-based recreation space" refers to facilities that support the pursuit of physical exertion, including sports fields, such as intercollegiate and intramural fields and facilities, swimming pools, etc.
- 2.15 The term "resource-based recreation space" refers to recreation that makes maximum use of the natural resources on campus, including "activity-based" pursuits such as hiking or off-road cycling, and "passive-based" activities that emphasis enjoyment of the natural resource rather than participation.

3.0 INTENT AND PURPOSE

- 3.1 This CDA is intended to determine specific Partnership Projects between Orange County and UCF to lessen deficiencies identified in the Campus Master Plan. It is the intent of UCF and Orange County to ensure that adequate public facilities and services, including stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities are available and consistent with the Orange County Comprehensive Plan and to address the reasonably expected impact of proposed campus development reasonably expected over the term of this CDA.
- 3.2 This Agreement is not intended to alter or limit the land uses, densities, intensities, or site development or environmental management standards to be applied to campus development.

² In 2023, Florida's Department of Economic Opportunity (DEO), which included the State Land Planning Agency, was renamed the Department of Commerce, aka 'FloridaCommerce' [Ch. 2023-173, Laws of Florida].

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions, and other requirements of this CDA shall be legally binding and strictly adhered to by UCF and the County.
- 4.2 UCF represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties, and this CDA constitutes the valid, binding and enforceable contract of UCF.
- 4.3 The County represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties. Further, the County represents that this CDA has been duly authorized by the Board of County Commissioners after the public hearings required by Chapter 1013 of the Florida Statutes have been held, and constitutes a valid, binding and enforceable contract of the County.
- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 In the event that all or a portion of a project reserving capacity pursuant to this CDA should be destroyed by a force majeure event, UCF, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by UCF shall be automatically extended so long as there is strict compliance with this CDA.
- 4.6 This CDA 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 CDA that are not contained in or incorporated into this CDA. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.7 Upon execution of this CDA, all campus development identified in Exhibit "A" attached hereto and incorporated herein by reference may proceed without further review by the County if it is consistent with the terms of this CDA and the Campus Master Plan.
- 4.8 If any part of this CDA 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 CDA shall not be invalidated thereby and shall be given full force and effect provided that removal of the inapplicable provision(s) does not frustrate or defeat the intent or purpose of any of the remaining provisions.
- 4.9 Any agreed upon fair share funding by UCF associated with the Partnership Projects listed in this CDA is contingent upon the approval of funds by the associated governing boards including the UCF Board of Trustees, State University System Board of Governors, and the Florida Legislature.

5.0 DURATION OF AGREEMENT

This CDA shall remain in effect for ten (10) years from the Effective Date, unless extended by the mutual consent of UCF and the County, or amended, in accordance with Section 15.0 herein. Upon becoming effective, this CDA shall supersede and replace any previous Campus Development Agreement between UCF and the County.

6.0 CONTEXT AREA COVERED BY THIS AGREEMENT

The real property subject to this CDA is identified in Exhibit "B" Context Area 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 CDA.

7.1 STORMWATER: The University campus is comprised of four stormwater management basins:

- Basin #1 consists of approximately 165 acres located within the northwest portion of the campus. Surface water runoff from this basin flows in a northwest direction into Lake Claire, located approximately on the northwest campus boundary. Excess runoff from Lake Claire is directed across McCulloch Road toward the Little Econlockhatchee River.
- Basin #2 consists of approximately 315 acres located within the northeast portion of the campus. Surface water runoff is conveyed in a northeasterly direction across McCulloch Road toward the Little Econlockhatchee River.
- Basin #3 consists of approximately 149 acres located within the southwest portion of the campus, and approximately 38 acres off-campus. A canal, which runs from the west portion of the basin, conveys surface water runoff southward toward an isolated wetland just north of Lake Lee. The remainder of the basin drains in a southerly direction to Lake Lee.
- Basin #4 consists of approximately 568 acres located within the southeast portion of the campus, and approximately 833 acres off-campus. Three stormwater pipe systems and one canal system convey and discharge surface water runoff directly into the large east wetland.

7.2 POTABLE WATER: UCF is a water producer regulated by the Florida Department of Environmental Protection for contaminants and drinking water standards. UCF owns and operates its own raw/potable water treatment and distribution system. UCF's existing well field consists of four wells, which obtain water from the Florida Aquifer. Each well is capable of processing approximately 500 gallons per minute (gpm). The wells pump into a storage tank. The distribution system consists of mains, service lines, and laterals to various buildings on the main campus.

- (a) Municipal potable water services were not available in the Context Area when UCF was constructed, therefore the University also provides potable water services to

Siemen's Quadrant I and has an emergency interconnection to the Orange County Research Development Authority.

- (b) Orange County Utilities (OCU) provides a 24" emergency interconnect for "bona fide emergencies". In such situations, consumption by UCF is metered and UCF pays the associated utility rates. OCU provides potable water service to a relatively small portion of the main campus (Academic Villages and the Recreation & Wellness Center) at a firm, fixed capacity of 145,453 gallons per day ("GPD").

7.3 **SANITARY SEWER:** The University operates and maintains its own sanitary sewer collection facilities and transportation network comprising basins, lift stations, force mains, gravity lines, pump stations, and appurtenant equipment to collect and transport effluent to the City of Orlando's Iron Bridge Water Pollution Control Facility (Iron Bridge), a regional wastewater treatment plant in Seminole County. The University has a bulk wholesale agreement with Seminole County to transfer an annual average limit of 1,100,000 gallons per day (GPD) of wastewater to Iron Bridge. UCF has an option to purchase up to 1,800,000 GPD of total capacity, until December 31, 2040.

- (a) Municipal wastewater services were not available in the early 1980's, and as a result, the University provides sanitary sewer collection and transportation utility services to Central Florida Research Park (1200-acre campus), a subsidiary of the Orange County Research Development Authority (1981), and Siemens Quadrangle I (1983).

7.4 **SOLID WASTE:** UCF provides for the collection of solid waste and recycling through the strategic siting of service areas and solid waste dumpsters.

- (a) UCF recycles aluminum, cardboard, newspaper, mixed paper, plastics, metal, concrete, and mixed construction and demolition debris.
- (b) Non-recoverable waste will be carried by UCF's solid waste contractor to the Orange County Landfill for the term of this CDA.

7.5 **RECREATION AND OPEN SPACE FACILITIES:** These facilities are provided by the University. Approximately 109 acres of activity-based recreational facilities (i.e., intramural fields, swimming pools, etc.) are available on campus. UCF is responsible for the operation and maintenance of all recreation and open space facilities on campus.

7.6 **ROADWAYS:** The six (6) campus entrance roads function as collectors, including Gemini Boulevard North (4-lanes), Centaurus Boulevard (4-lanes), University Boulevard (6-lanes), Central Florida Boulevard (4-lanes), Ken Dixon Way³ (4-lanes) and Libra Drive (4-lanes). All other on-campus roads function as local streets. Off-campus, Alafaya Trail functions as a state principal arterial, University Boulevard as a county principal arterial, and McCulloch Road as a county major collector. Additionally, the off-campus roads within the Central Florida Research Park are privately owned and maintained by the Central Florida Research Park.

³ On June 25, 2024 North Orion Boulevard was renamed Ken Dixon Way by the UCF Board of Trustees and approved by the County Commission during their meeting on May 20, 2025.

7.7 TRANSIT: UCF is presently served by two (2) routes of the LYNX transit system:

- (a) Link 13 - University of Central Florida
- (b) Link 104 - Colonial Drive Cross-town
- (c) Link 434 - Seminole County terminated funding for LYNX Link 434 (UCF, Oviedo, and Winter Springs replaced it with SCOUT, an on-demand micro-transit service with a service area boundary on McCulloch Road).

In addition to traditional public transportation, UCF provides a fleet of approximately sixty-two (62) shuttle buses. The UCF shuttle system provides on-campus services, as well as off-campus services including 10 routes serving 23 off-campus student focused apartment complexes and the Central Florida Research Park.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY

8.1 STORMWATER: The County has established the following level of service standard for stormwater management facilities, which may be amended by the County from time to time:

- (a) Design storm based on 24-hour minimum:

<u>Facility</u>	<u>Design Storm</u>
Bridges	50 year
Canals, ditches, culverts for drainage external to the development	25 year
Crossdrains, storm sewers	10 year
Roadside swales for drainage internal to the development	10 year
Detention basins	25 year
Retention basins (no positive outfall)	100 year

- (b) Stormwater management facilities shall be required to retain or detain with filtration the first one-half inch of rainfall on the site, or the runoff generated from the first inch of rainfall on developed sites, whichever is greater.
- (c) A detention/retention system shall be required which limits peak discharge of a developed site to the discharge from the site in an undeveloped condition during a 24 hour/25-year frequency storm event.
- (d) Prior to development approval, projects shall be required to receive appropriate permits from state agencies to comply with the rules and regulations for stormwater facility design, performance, and discharge.
- (e) Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (Rule Chapters 17-302 and 17-40.420, FAC).

8.2 POTABLE WATER: The County has established a level of service standard for potable water of 225 gallons per day per equivalent residential unit, when central water service from OCU is required for development. If the service provider is other than OCU, then the service standard of the appropriate service provider shall be utilized.

- 8.3 **SANITARY SEWER:** The County has established a level of service standard for sanitary sewer (wastewater) of 200 gallons per day per equivalent residential unit, when central sewer service from OCU is required for development. If the service provider is other than OCU, then the service standard of the appropriate service provider shall be utilized.
- 8.4 **SOLID WASTE:** The County has established a level of service standard for solid waste to maintain a landfill capacity to accommodate solid waste generated at a rate of six (6) pounds per person per day.
- 8.5 **PARKS AND RECREATION:** The County has established the following level of service standards for parks and recreation facilities:
- (a) Publicly-owned, activity-based parks - 1.5 acres per 1000 population (unincorporated area).
 - (b) Publicly-owned, resource-based parks - 6.0 acres per 1000 population (unincorporated area).
- 8.6 **ROADWAYS:** The Orange County Comprehensive Plan establishes the following level of service standards for non-TRIP, non-SIS, and non-FIHS State facilities and County roads:
- a) Roadway levels of service:

<u>Type</u>	<u>Rural</u>	<u>Urban</u>
Principal Arterials	D	E
Minor Arterials	D	E
Collectors	D	E
 - b) Constrained and Backlogged Facilities

Constrained and backlogged facilities, as defined by Orange County's Comprehensive Plan Policy T2.2.3, which do not meet minimum level of service shall be addressed in annual updates to the Capital Improvements Element and the Concurrency Management System based on available funding.
 - c) Private Roads

The County has not adopted a level of service standard for private roads. However, there is a reliance on private roads to and from the southern side of the UCF campus (within the Central Florida Research Park) providing both a benefit to Orange County and UCF. A 2019 traffic study completed by Orange County analyzed travel patterns between UCF and the Central Florida Research Park and concluded that operational deficiencies existed at that time along Libra Drive, and near failing conditions existed along Ingenuity Drive. In 2022, Orange County completed the North East Orange County Areawide Transportation Study (NEOCATS) which concluded that there would be deficient roads and intersections on the private roads within the Central Florida Research Park in the future.
- 8.7 **TRANSIT:** The County does not have an adopted level of service for public transportation. Therefore, the level of service standards of the appropriate service provider shall be

utilized. LYNX monitors transit levels of service and quality of service based on their Service Development Guidelines document.

UCF completed a study in 2025 of existing shuttle service and established benchmarks and recommendations for increased ridership and financial viability. The County generally places a condition of approval on new off-campus student focused housing development that they be served by UCF shuttles, privately operated shuttles, and/or public transit. The UCF shuttles serve critically important transit functions by reducing and aggregating the number of vehicles traveling to and from UCF thereby improving the roadway levels of service on state, county and private roads serving the UCF campus.

9.0 FINANCIAL ARRANGEMENTS BETWEEN UCF AND SERVICE PROVIDERS

UCF 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 campus:

- 9.1 STORMWATER: There are no existing financial arrangements with the County or any other entity for the provision of stormwater management facilities or services to the campus.
- 9.2 POTABLE WATER: There are existing financial arrangements with the County or other entities for the provision of potable water facilities or services to the campus.
 - (a) Although UCF operates and maintains its own potable water distribution system that serves most of the main campus, UCF is also connected to the OCU system that feeds the Academic Villages and the Recreation and Wellness Center and with a 24" emergency interconnect for "bona fide emergencies".
- 9.3 SANITARY SEWER: There are existing financial arrangements with Seminole County for the provision of sanitary sewer facilities or services to the campus.
 - (a) UCF pumps all campus effluent to the City of Orlando's Iron Bridge Water Pollution Control Facility.
- 9.4 SOLID WASTE: There are existing financial arrangements with the County or other entities for the provision of solid waste facilities or services to the campus.
 - (a) UCF contracts to dispose of solid waste and recycling as well as to sell E-waste.
 - (b) UCF sources vendors to recycle metal scrap, pallets, or dispose of tires.
- 9.5 PUBLIC PARKS AND RECREATION: There are existing financial arrangements with the County or other entities for the provision of public parks or recreation facilities or services to the campus.
 - (a) UCF Athletics Association, Intramural Sports, Education, and Sport Clubs utilize non-university owned/managed facilities for Golf, Tennis, and Bowling.
- 9.6 ROADWAYS: There are no existing financial arrangements with the County or any other entity for the provision of roadway facilities or services to the campus beyond the prior 2020 CDA. All remaining obligations of the 2020 CDA have been carried over into this Agreement.

- 9.7 TRANSIT: There are existing financial arrangements with the County or other entities for the provision of public transportation facilities or services to the campus.
- (a) UCF contracts for student, faculty and staff transportation, including fixed route services, trained drivers, and a fleet of alternative-fuel buses built specifically for UCF.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 STORMWATER: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan, with regard to the impacts of development proposed in the Campus Master Plan on public stormwater management facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County.
- 10.2 POTABLE WATER: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on OCU and UCF's potable water facilities. UCF and County agree that, since UCF owns and operates its own potable water treatment and distribution system, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for OCU and UCF's potable water facilities below the level of service standards adopted by the County.
- 10.3 SANITARY SEWER: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on UCF's sanitary sewer facilities. UCF and County agree that, since UCF utilizes the City of Orlando Iron Bridge Water Pollution Control Facility⁴ for all campus effluent treatment, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for UCF's sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 SOLID WASTE: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on OCU's solid waste facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for OCU's solid waste facilities below the level of service standards adopted by the County.
- 10.5 PUBLIC PARKS AND RECREATION: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan regarding the impacts of development proposed in the Campus Master Plan on public parks and recreation facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County.
- 10.6 ROADWAYS: UCF and County agree that the development identified in the adopted Campus Master Plan and in EXHIBIT "A" should not degrade the operating conditions for

⁴ Iron Bridge Water Pollution Control Facility, owned by the City of Orlando, is located in Seminole County.

any public or private roads not herein identified. The transportation analysis period of Year 2025-35 roadways revealed the following five (5)⁵ off-campus roadway segments operating below the level of service standards adopted by the County, with or without the development identified in the adopted Campus Master Plan.

- (a) Alafaya Trail (SR 434), from E. Colonial Drive (SR50) to Science Drive
- (b) Alafaya Trail (SR 434), from Science Drive to University Boulevard
- (c) McCulloch Road, from Lockwood Boulevard to Old Lockwood
- (d) University Boulevard, from Rouse Road to Alafaya Trail (SR 434)
- (e) Colonial Drive from Rouse Road to Alafaya Trail (SR 434)

Pursuant to state concurrency requirements, UCF shall not be responsible for the additional cost of reducing or eliminating any backlog, but UCF is required to mitigate its impact on these deficient facilities via a proportionate fair share contribution. This CDA and the commitments detailed herein reflect a mutually agreed upon equivalent value of UCF's proportionate fair share contribution and serves as mitigation for the transportation impacts associated with the 2025-35 Campus Master Plan development.

Additionally, private roads within the Central Florida Research Park were not specifically evaluated as part of the transportation analysis. However, both UCF and Orange County acknowledge that some of these roads have operational deficiencies as identified through previous studies and that future development associated with the 2025-35 Campus Master Plan contributes additional traffic to these private roads.

As noted, mitigation of impacts to off-campus public roadways, including backlogged and constrained facilities, identified immediately above are addressed in Section 11.6 below, and where appropriate, via a separate future agreement.

- 10.7 TRANSIT: UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regards to the impacts of development proposed in the Campus Master Plan on public transportation facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public transportation facilities below the level of service standards adopted by the service provider.

Additionally, UCF and County agree to continue to coordinate to ensure that UCF shuttles continue to provide a level of service to off-campus student focused housing development.

11.0 IMPROVEMENTS TO ELIMINATE DEFICIENCIES

UCF has implemented an internal Concurrency Review Process for all new capital projects to assure that all needed facilities and services are available "concurrent" with the impacts of such

⁵ The list of five backlogged roads in the 2025-35 CMP differs from the 2020-30 CMP: "Lake Pickett Road, from Percival Road to S. Tanner Road" was removed and "Colonial Drive from Rouse Road to Alafaya Trail (SR 434)" was added.

development. In order to satisfy the requirements of Subsection 1013.30(13), Florida Statutes, the following facilities and services are identified.

- 11.1 **STORMWATER:** UCF and County agree that there is sufficient stormwater management facility capacity, or the ability to expand capacity, to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no stormwater management improvements need be provided by UCF.
- 11.2 **POTABLE WATER:** UCF and County agree that UCF will ensure that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF further ensures that no water management improvements need be provided, unless identified during UCF's Concurrency Review Process (e.g., existing facilities to be analyzed as projects are implemented to determine the need to upgrade the system).
- 11.3 **SANITARY SEWER:** UCF and County agree that UCF will ensure that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF further ensures that no sanitary sewer improvements need be provided, other than those identified during the Concurrency Review Process (e.g., existing lift stations, etc. will be analyzed as projects are implemented to determine the need to upgrade the system).
- 11.4 **SOLID WASTE:** UCF and County agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no solid waste improvements need be provided by UCF.
 - (a) To ensure utilization of solid waste facility disposal capacity, UCF agrees in future contracts to consider requiring waste haulers and contractors to utilize the Orange County Landfill and Recycling Facility.
 - (b) UCF and the County further agree to discuss solid waste long-term needs for proper planning of solid waste facilities.
- 11.5 **PUBLIC PARKS AND RECREATION:** UCF and County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no public parks and recreation improvements need be provided by UCF.
- 11.6 **ROADWAYS:** The following section summarizes completed and ongoing Partnership Projects as part of prior campus development agreements, and also includes ongoing and new Partnership Projects that are needed to support the 2025-35 Campus Master Plan development.

- a) UCF and County agree that the following Partnership Projects shown in the 2016 and 2020 CDAs have been completed to improve previously identified deficiencies:
- 1) UCF, Orange County, and FDOT participated in the "Alafaya Trail Pedestrian Safety Project," UCF's Fair Share is described below:
 - In support of the Pedestrian Safety Project, UCF provided an additional ± 2.7 ac. easement to FDOT along Alafaya Trail, exceeding the ± 0.98 ac. agreed to in the 2016 CDA. [UCF did not request or receive additional Fair Share credit for the extended easement.]
 - Orange County designed, constructed, and funded the installation of two (2) recommended mid-block crossings, one at Alafaya Trail near Salon Drive, and one at University Boulevard at Turbine Drive. [UCF provided the agreed \$517,000 Fair Share]
 - Orange County designed, constructed, and funded signalization changes at University Boulevard and Alafaya Trail. [UCF provided the agreed \$100,000 Fair Share]
 - UCF worked with Duke Energy and the FDOT to install pedestrian lighting along the UCF side of Alafaya Trail. [UCF provided the agreed Fair Share]
 - UCF is paying rental to Duke Energy for pedestrian lighting maintenance and utilities along the UCF side of Alafaya Trail. [Fair Share was not to exceed \$25,000/year]
 - 2) Orange County and Seminole County have met regarding the addition of roadway lighting along the north (westbound lane) of McCulloch Road in Seminole County. Additionally, Orange County is currently constructing the roadway and pedestrian lighting as part of its Accelerated Transportation Safety Program (ATSP).
 - 3) The 2022 NEOCATS was completed and the study area encompassed the UCF main campus. The NEOCATS identified roadway and intersection improvements to address existing and future level of service deficiencies through the year 2045 for on and off-campus roads.
 - 4) While not explicitly reflected as a commitment in previous CDAs, the County funded and constructed a 10-foot multi-purpose path along McCulloch Road from Alafaya Trail to Ken Dixon Way to benefit pedestrian and bicyclist traveling to the campus and other destinations.
- b) UCF and Orange County agree that no other Partnership Projects outlined in the 2016 and 2020 CDAs are currently underway or shall be advanced except for those detailed below.
- c) UCF and Orange County agree to continue to pursue Partnership Projects carried over from the 2016 CDA, the 2020 CDA, and the new Partnership Projects listed below. The projects identified below clarify the roles and responsibilities of each party given prior commitments, and along with the new projects, shall represent UCF's

proportionate fair share contribution of roadway impacts stemming from the 2025-35 Campus Master Plan development:

1) Widening of the McCulloch Road corridor:

- Orange County 2030 Long Range Transportation Plan Map 1 (Rev. 1/23/24) shows planned and programmed improvements to McCulloch Road from Orion/Lockwood⁶ Boulevards to North Tanner Road and is currently in the Roadway Capacity Analysis (RCA) study phase. The County plans to improve this backlogged roadway from 2 lanes to 4 lanes at some future date yet to be determined.
- Based on the work completed as part of the McCulloch Road RCA, UCF and Orange County acknowledge the need for additional stormwater capacity to support the widening of McCulloch Road. Both parties agree that Pond 7A, as recommended in the RCA, and located on UCF's campus, appears to be a viable location for stormwater management to support this roadway improvement. UCF agrees to support Orange County's recommendation of Pond 7A as to being a viable pond location during RCA community meetings, Board work sessions, and public hearings.
- If Orange County approves the RCA study and the project proceeds to design, UCF and Orange County agree to continue discussions for the potential of Pond 7A to be a designated stormwater pond location. If the decision is made to proceed with Pond 7A, UCF and Orange County agree that:
 - a. UCF will provide timely design reviews, convey necessary easements for Pond 7A and related floodplain compensation areas, identify and provide reasonable additional floodplain compensation on its property as needed, and grant temporary construction easements for additional compensation areas.
 - b. Orange County will design, permit, construct, and maintain Pond 7A and any related floodplain compensation areas to reduce flooding.
 - c. UCF and Orange County agree that UCF making real property available for Pond 7A constitutes a significant and valuable contribution towards this project and is considered by Orange County to be part of UCF's proportionate fair share contributions under this agreement. Final additional compensation, if any, would be negotiated as part of an agreement associated with specific real estate conveyances.

2) Pedestrian safety improvements along the McCulloch Road corridor:

- Orange County and UCF agree that enhanced pedestrian infrastructure at the intersection of McCulloch Road and Lockwood Boulevard/Ken Dixon Way is needed to improve crosswalk safety and operations for scheduled sporting

⁶ UCF has since renamed Orion Boulevard as "Ken Dixon Way"

events. UCF will provide easements (at no cost to the County) for enlarged pedestrian landings at the intersection of McCulloch Rd and Lockwood Blvd to improve crosswalk safety and operations for scheduled sporting events. If the McCulloch Road project advances, the County will construct the pedestrian landing improvements as part of its project. If the landing improvements need to be completed in advance of the County's project, UCF and the County will equally fund the construction costs of these pedestrian safety improvements.

- UCF will coordinate with Orange County and Seminole County on a signalized mid-block crossing on McCulloch Road near the Northgate Lakes entrance. The crossing would be controlled by a pedestrian-operated traffic signal, as determined during engineering and design review. Should the project advance to construction, UCF will fund one-third (1/3) of the project costs, with the other funds anticipated to come equally from Seminole County and Orange County.

As part of this project, UCF will investigate the planning and funding of an on-campus walkway leading from West Plaza Drive to the midblock crossing. Such an evaluation will be completed concurrent with the completion of the midblock crossing.

3) On Campus Multi-Modal Systems and Off Campus Trail Connections:

- Consistent with the 2020 CDA, UCF shall develop an on-campus bicycle pathway through the UCF Campus linking the existing trail systems of Orange and Seminole Counties. Completion shall be coordinated with trail improvements by Orange and Seminole Counties. UCF's contribution toward these on-campus improvements is dependent upon Orange County and UCF working in partnership to acquire federal, state, or other funding for adding, improving, and linking the bicycle trail systems to the benefit of UCF and the public.
- In July 2022, Orange County completed an update to its Trails Master Plan. Orange County and UCF will work together to identify the most appropriate route, cost, and timeline for the proposed East Orange Trail spur and Innovation Way North Trail Extension. The East Orange Trail spur connects the UCF campus, the Central Florida Research Park and several residential neighborhoods, and future evaluation of this project may occur concurrently with the eastern gateway project below. The Innovation Way North Trail Extension would run along Alafaya Trail from Lake Underhill Rd to the Seminole County Line at McCulloch Road.

- 4) Orange County and UCF will equally fund a traffic study to evaluate the potential local impacts and regional transportation benefits associated with a new eastern gateway of UCF's campus (as identified in UCF's 2025-35 Master Plan Exhibit 2.4-7), generally connecting to Percival Road. This study shall evaluate this new

eastern gateway as a local roadway connection and/or as part of a larger regional transportation improvement. Stakeholders of such study, to be conducted by Orange County, will include UCF, the Central Florida Research Park, residents of East Orange County that include area neighborhoods, and other stakeholders as appropriate. Should a recommended project be identified and advanced, any design or construction funding would be subject to future negotiations and agreements between UCF and Orange County.

- 5) UCF and Orange County will continue to engage and participate in any studies needed to address campus and public traffic utilizing private infrastructure in the Central Florida Research Park. If cut through traffic causes the need for operational improvements to this infrastructure, UCF and Orange County agree to sit down in good faith to identify fair share responsibility and funding availability towards such improvements. Funding contributions by either UCF or Orange County would be memorialized as part of a future agreement.
- 6) UCF and Orange County working in partnership to coordinate the performance of traffic counts on backlogged roads within the Context Area:
 - UCF performed traffic counts within the Context Area as part of the Transportation element of the adopted Campus Master Plan. UCF has published these traffic counts (see 2.0 Transportation, Exhibit 2.4-8 Existing Roadway Characteristics and Traffic Counts).
 - The County will perform annual traffic counts on off-campus backlogged roads, if needed in intervening years. UCF will conduct traffic counts associated with the Campus roads with its net update to the Campus Master Plan and share in the same manner.

11.7 TRANSIT: UCF and County agree to continue to collaborate with transit service providers in the review of public transportation utilization and to work together to increase ridership on both public transit and UCF shuttle buses.

- a) UCF will continue to monitor the development of off campus student focused housing and as appropriate will work to provide efficient and effective shuttle services to these communities as identified in the July 2025 UCF Shuttle and Transportation Network Final Report. UCF will update their website with service change information and notify Orange County, not later than thirty (30) days following, as to any significant, long-term route changes and will continue its efforts to ensure an equitable funding contribution from these communities. A significant, long-term route change means a change that materially impacts or alters a route for a period of time not less than thirty (30) days. UCF will also continue to explore efficient expansion of its shuttle routes to mitigate roadway capacity deficiencies from non-serviced student focused housing locations to increase roadway safety and the preservation of roadway levels of service. Orange County acknowledges the off-campus shuttle service provided by UCF as a significantly beneficial transportation service for students, having the effect of minimizing the vehicle trip rates associated with both existing campus development

and development associated with the 2025-35 Campus Master Plan. Future expansions of the UCF shuttle service or other changes resulting in increased ridership may reduce the off-site impacts to both public roadways and transit services, and therefore shall be considered in the context of any contribution towards a proportionate fair share responsibility.

- b) Orange County commits to including UCF as a key stakeholder in its planned Quadrangle small area study, which will evaluate recent office-to-student housing conversions and their potential impact on the need for additional transit hubs and services.

12.0 "FAIR SHARE" OF COST FOR MEASURES TO ELIMINATE DEFICIENCIES

UCF's fair share of the costs of off-campus improvements to public facilities and services necessary to support the development identified in Exhibit "A" are identified below. Funds provided by UCF are subject to appropriation by the Legislature, pursuant to Florida Statute 1013.30(13)(f).

- 12.1 STORMWATER: UCF and County agree that no stormwater management improvements need to be financially assured by UCF.
- 12.2 POTABLE WATER: UCF and County agree that no potable water improvements need to be financially assured by UCF, except as stated in Subsection 11.2.
- 12.3 SANITARY SEWER: UCF and County agree that no sanitary sewer improvements need to be financially assured by UCF, except as stated in Subsection 11.3.
- 12.4 SOLID WASTE: UCF and County agree that no solid waste improvements need to be financially assured by UCF, except as stated in Subsection 11.4.
- 12.5 PUBLIC PARKS AND RECREATION: UCF and County agree that no public parks and recreation improvements need to be financially assured by UCF.
- 12.6 ROADWAYS: UCF and County agree that no additional roadway improvements need to be financially assured by UCF, except as stated in Subsection 11.6.
- 12.7 TRANSIT: UCF and County agree that no additional public transportation improvements need to be financially assured by UCF, except as stated in Subsection 11.7.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

- 13.1 UCF is reserving capacity pursuant to this CDA. The development for which capacity is reserved is identified in element 8.0 Capital Improvements (2025-35 Campus Master Plan).
- 13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in element 1.0 Future Land Use (2025-35 Campus Master Plan).
- 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 of this CDA and

Exhibit "A" for the duration of this CDA. UCF shall comply with all the terms and conditions of this CDA and provide financial assurances as set forth in Section 12.0 of this CDA.

- 13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same Context Area identified in Exhibit "B." The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by UCF to meet concurrency requirements and/or to prevent development identified in the Campus Master Plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

- 14.1 The state law and policies regarding concurrency and concurrency implementation governing this CDA shall be those laws and policies in effect at the time of approval of this CDA.
- 14.2 If state or federal laws are enacted after approval of this CDA, which are applicable to or preclude either party's compliance with the terms and conditions of this CDA, this CDA 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 CDA may be amended in conjunction with any amendment to the Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than ten percent (10%); decreases the amount of natural areas, open spaces, or buffers on the campus by more than ten percent (10%); or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than ten percent (10%) 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 CDA may be amended in conjunction with the campus master plan update, as required by Subsection 1013.30 (3), Florida Statutes.
- 15.3 In the event of a dispute arising from the implementation of this CDA, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 herein.
- 15.4 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 21.0 herein.
- 15.5 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this CDA shall be effective unless contained in a written document approved and executed by all the parties hereto.
- 15.6 This CDA may be amended if either party delays, by more than 12 months, the construction of a capital improvement identified herein.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this CDA and the proposed development and capacity reservations provided for herein are consistent with the Orange County Comprehensive Plan.

17.0 ENFORCEMENT

Any party to this CDA 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 this CDA 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 this CDA to enforce any rights or obligations arising from this CDA.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this CDA, 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 UCF 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 Subsection 1013.30 (16), Florida Statutes, has 60 days to hold informal hearings and resolve the matter by final order.

19.0 MONITORING AND OVERSIGHT

- 19.1 The County and UCF may jointly inspect related activity on the UCF campus to verify that the terms of this CDA are satisfied. Not less than once every 12 months, the County shall review said activity to determine if there has been demonstrated good faith compliance with the terms of this CDA.
- 19.2 If either party finds that there has been a failure to comply with the terms of this CDA, 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 21.0 herein.
- 19.3 Disputes that arise in the implementation of this CDA shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 FORWARDING COPY OF THIS AGREEMENT

Pursuant to Section 1013.30(14), Florida Statutes, a copy of the fully executed CDA shall be forwarded to the State Land Planning Agency by UCF within 14 days after the effective date of this CDA.

21.0 NOTICES

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

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

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

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

Jerry Demings, Orange County Mayor
201 South Rosalind Avenue
Orlando, Florida 32801

With copies to:

County Administrator
201 South Rosalind Avenue
Orlando, Florida 32801
Attention: Mr. Jon V. Weiss, Deputy County Administrator

Public Works Department
4200 South John Young Parkway
Orlando, Florida 32939-9205
Attention: Mr. Joseph Kunkel, Director

Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32939-9205
Attention: Mr. Brian Sanders, Division Manager

The address of UCF shall be:

University of Central Florida
Facilities and Business Operations
3528 Perseus Loop
Orlando, FL 32816-3020
Attention: Mr. Jonathan P. Varnell, Vice President for Administrative Operations

With a copy to:

University of Central Florida
Strategic Campus Planning
3528 Perseus Loop

Orlando, FL 32816-3020

Attention: Mr. Jonathon Bates, Associate Vice President for Strategic Campus Planning

22.0 EXHIBITS AND SCHEDULES

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

Exhibit "A" - Development authorized by this CDA and for which capacity is reserved;

Exhibit "B" - Context Area covered by this CDA

Exhibit "C" – Proposed Regional Roadway Corridors; and

Exhibit "D" - Proposed "East Orange Trail Spur"

-Signature Page to Follow-

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

Signed, sealed and delivered in the presence of:
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

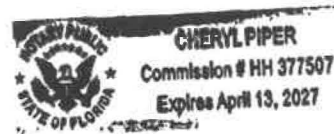
By: 
Alexander Cartwright, President
University of Central Florida

STATE OF FLORIDA, COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the University of Central Florida aforesaid and in the County aforesaid to take acknowledgements, personally appeared Dr. Alexander Cartwright, President, University of Central Florida, 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 13th day of May, 2026.


Notary Public
My Commission expires: 4-13-2027



On 5/13/2026, the UCF Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the President of the University of Central Florida, Dr. Alexander Cartwright.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 

For Jerry L. Demings,
Orange County Mayor

Date: June 2, 2026



ATTEST: Phil Diamond, County Comptroller,
as Clerk of the Board of County Commissioners

By: Deputy Clerk 

The following Exhibits are included as hyperlinks to ensure the latest information is provided.

Exhibit “A”

Development Authorized by this CDA

All Development authorized by this CDA, and for which capacity is reserved, is included in the UCF 2025-35 CAMPUS MASTER PLAN (CMP) under Element 8.0 Capital Improvements, Exhibit 8.4-2 Capital Improvements Map.

Link to the UCF PDC website: [8.0 Capital Improvements](#)

Minor Amendments to the UCF 2025-35 CAMPUS MASTER PLAN, Exhibit 8.4-2 Capital Improvements Map are included on the PDC website at: <https://fp.ucf.edu/planning/campus-master-plan>

Minor Amendments align with Sections 1013.30(9)(a-c), Florida Statutes, and do not:

- (a) Increase density or intensity of use of land on the campus by more than 10 percent;
- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent; or
- (c) Rearrange 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, the host local government, or any affected local government.

Exhibit “B”

Context Area covered by this CDA

The Context Area covered by this CDA is included in the UCF 2025-35 CAMPUS MASTER PLAN under Element 1.0 Future Land Use, Exhibit 1.4 - 1 Context Area Map.

Link to the UCF PDC website: [1.0 Future Land Use](#)

Exhibit “C”

Regional Roadway Corridors

The regional roadway corridors are included in both:

- 1) The UCF 2025-35 CAMPUS MASTER PLAN, under Element 2.0 Transportation, Exhibit 2.4-7 Proposed Transportation Roadway Projects.

Link to the UCF PDC website: [2.0 Transportation](#)

- 2) The ORANGE COUNTY 2030 LONG RANGE TRANSPORTATION PLAN, Map 1.

Link to the Orange County Transportation Map:

<https://www.orangecountyfl.net/Portals/0/Library/Traffic-Transportation/docs/Long%20Range%20Transportation%20Plan%20Map-CERT.pdf>

Exhibit “D”

East Orange Trail Spur

The proposed “East Orange Trail Spur” is included in the UCF 2025-35 CAMPUS MASTER PLAN under Element 2.0 Transportation, Exhibit 2.4-5 UCF Bike and Pedestrian Facilities on the UCF Planning Design and Construction website.

Link to the UCF PDC website: [2.0 Transportation](#)