

BCC Mtg. Date: November 29, 2016

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
AND ORANGE COUNTY**

THIS AGREEMENT is made and entered into this _____ day of **NOV 29 2016**, 2016, by and between the **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").

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 the UCF Board of Trustees, 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 has prepared, and its Board of Trustees adopted, the University of Central Florida 2015-2025 Campus Master Plan Update (herein referred to as Campus Master Plan) on November 20, 2014, in compliance with the requirements set forth in Subsections 1013.30 (3)-(6) and (9), 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 determine specific Partnership Projects between Orange County and the University of Central Florida that can reasonably be accomplished over the term of this CDA, to lessen or eliminate deficiencies identified in the Campus Master Plan; and

WHEREAS, this CDA shall identify UCF's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate the deficiencies identified in the 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 OF TERMS USED IN THIS AGREEMENT

- 2.1 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.2 The term "campus master plan" means a plan that meets the requirements of Subsections 1013.30 (3)-(6), Florida Statutes, specifically the plan approved by the UCF Board of Trustees on November 20, 2014.
- 2.3 The term "comprehensive plan" means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.
- 2.4 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.5 The term "development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.6 The term "development order" means any order granting, denying, or granting with conditions an application for a development permit.
- 2.7 The term "development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornados,

hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, and compliance with any court order, ruling, or injunction.

- 2.9 The term "public facilities and services" means stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities.
- 2.10 The term "state land planning agency" means the Department of Environmental Protection.
- 2.11 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.

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 mitigation of proposed campus development reasonably expected over the term of this CDA on such.
- 3.2 This CDA is not intended to alter or limit the land uses, densities, intensities, or site development or environmental management standards to be applied to campus development.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions, and other requirements of this 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 fire, storm, or other force majeure, 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 UCF's adopted 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 The funding of the Partnership Projects listed in this CDA is contingent upon the approval of funds by the Florida Legislature per statutory requirements.

5.0 DURATION OF AGREEMENT

This CDA shall become effective upon execution by both parties and shall remain in effect for five years, 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 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this CDA and included within is 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 CDA.

7.1 The UCF 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 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, where hydrogen sulfide is removed and chlorine added. The distribution system consists of mains ranging from six inches to 12 inches in pipe diameter. The primary source main is a 16-inch diameter pipe running from the potable water treatment plant. Service lines and laterals of smaller sizes are connected from these mains to various buildings on campus. Orange County Utilities provide potable water service to a relatively small portion of the campus, but UCF, not Orange County Utilities, shall handle any future growth and development at UCF through UCF's on-site facilities.

7.3 UCF has deactivated its former on-site wastewater treatment plant and now pumps all campus effluent to the Iron Bridge Wastewater Treatment Plant in Seminole County. Additional gravity sewer lines will be required in the northeast quadrant of campus in the future. Existing lift stations will be analyzed as projects are implemented to determine the need to upgrade the pumps within the system.

- 7.4 UCF provides for the collection of solid waste and recycling through the strategic siting of service areas and solid waste dumpsters. Aluminum, cardboard, glass newspaper, mixed paper, plastics, metal, concrete and mixed construction and demolition debris are recycled. The non-recoverable (materials that are unable to be recycled and materials that people choose not to recycle) is carried by the solid waste contractor to the Orange County Landfill for the term of this CDA.
- 7.5 Recreation and open space facilities are provided by the University. Approximately 95 acres of activity-based recreational facilities (i.e., intramural fields, swimming pools, etc.) are available on campus, and approximately 390 acres of resource-based recreational facilities (i.e., open space, conservation areas, etc.) are available. UCF is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 The entrance roads - Gemini Boulevard North (4 lanes), Centaurus Drive (4 lanes), University Boulevard (6 lanes), Central Florida Boulevard (4 lanes), Orion Boulevard (4 lanes) and Libra Drive (4 lanes) - function as collectors. All other roads on campus function as local streets. Off-campus, Alafaya Trail functions as a state principal arterial and University Boulevard functions as a county principal arterial.
- 7.7 UCF is presently served by six (6) routes of the LYNX transit system:
- Link 13 - University of Central Florida
 - Link 104 - Colonial Drive Cross-town
 - Link 434 – UCF, Oviedo, Winter Springs
 - Knight Lynx Red (Link 212) – West Orlando
 - Knight Lynx Blue (Link 210) – East Orlando
 - Knight Lynx Green (Link 211) – Main Campus Area

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY

- 8.1 The County has established the following level of service standard for stormwater management facilities:
- (a) Design storm based on 24-hour minimum:
- | | |
|--|--------------|
| • Facility | Design Storm |
| • Bridges | 50-year |
| • Canals, ditches, culverts for drainage external to the development | 25-year |

- Crossdrains, storm sewers 10-year
 - Roadside swales for drainage 10-year
internal to the development
 - 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 The County has established a level of service standard for potable water of 350 gallons per day per equivalent residential unit, when central water service from the County public utilities is required for development. If the service provider is other than the County public utilities, then the service standard of the appropriate service provider shall be utilized.
- 8.3 The County has established a level of service standard for sanitary sewer (wastewater) of 300 gallons per day per equivalent residential unit, when central sewer service from the County public utilities is required for development. If the service provider is other than the County public utilities, then the service standard of the appropriate service provider shall be utilized.
- 8.4 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 pounds per person per day.
- 8.5 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 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 Facilities

Maintain the operating conditions: the peak hour volume on State roads and County roads shall not increase more than an additional ten percent (10%) over the existing traffic volume.

- (c) Backlogged Facilities

Maintain and improve the operating conditions: the peak hour volume on State roads and County roads shall not increase more than an additional ten percent (10%) over the existing traffic volume.

8.7 The County has established a level of service standard for public transportation to maintain a person trip capacity of not less than 73,500 per weekday.

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 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 UCF operates and maintains its own potable water distribution system that serves most of the main campus. UCF is also connected to the Orange County Utilities system for water supply that feeds the Academic Villages and the Recreation and Wellness Center.
- 9.3 The University pumps all campus effluent to the Iron Bridge Waste Water Treatment Plant.

- 9.4 There are no existing financial arrangements with the County or any other entity for the provision of solid waste facilities or services to the campus.
- 9.5 There are no existing financial arrangements with the County or any other entity for the provision of open space or recreation facilities or services to the campus.
- 9.6 There are no existing financial arrangements with the County or any other entity for the provision of transportation facilities or services to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 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 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 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 public potable water facilities below the level of service standards adopted by the County.
- 10.3 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 sanitary sewer facilities. UCF and County agree that, since UCF utilizes the Iron Bridge Wastewater Treatment Facility for all campus effluent treatment, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 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 solid waste facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the County.
- 10.5 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 open space 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 UCF and County agree that the development identified in the adopted Campus Master Plan and in **EXHIBIT "A"** will further define backlog conditions. The transportation analysis period of Year 2015-25 roadways resulted in the following 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) Discovery Drive/Libra Drive from Research Parkway to Gemini Boulevard
- (b) Lake Pickett Road from Colonial Drive (SR50)/Percival Road to Percival Road/S. Tanner Road
- (c) McCulloch Road from State Road 434 (Alafaya Trail) to Old Lockwood Boulevard

Mitigation of the backlogged facilities identified immediately above can be addressed partially through the Partnership Projects agreed to herein.

- 10.7 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 County.

11.0 IMPROVEMENTS TO ELIMINATE DEFICIENCIES

In order to satisfy the requirements contained in Subsection 1013.30(13), Florida Statutes, the following are identified.

- 11.1 UCF and County agree that there is sufficient stormwater management 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 stormwater management improvements need be provided by UCF.
- 11.2 UCF and County agree 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 and County further agree that no potable water improvements need be provided by UCF.
- 11.3 UCF and County agree 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 and County further agree that no sanitary sewer improvements need be provided by UCF.

- 11.4 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.
- 11.5 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 open space and recreation improvements need be provided by UCF.
- 11.6 UCF and County agree that the following Partnership Projects will improve the road deficiencies outlined in the Campus Master Plan. All improvements will be funded and/or completed no later than the dates/phases/events indicated.
 - (a) Participating in a University Area Pedestrian Safety Study, with UCF undertaking the following:
 - 1) Providing an additional 5 feet of right-of-way beyond the FDOT right-of-way (Actual value, based on 8,606 linear feet, is \$286,867; agreement to be in place no later than completion of the County's capital improvement design);
 - 2) Designing and constructing the first phase of the Gateway Project - landing pad and entryway features at University Boulevard and Alafaya Trail, to improve signage, landscape, traffic movement, and pedestrian safety, in keeping with the County's plan to reduce the turn radii on the corners to approximately 25 feet, as appropriate, and to provide pedestrian landing areas (Actual, not to exceed \$1,900,000; to be designed and constructed by UCF concurrent to the County's capital improvement schedule, with appropriate phasing);
 - 3) Paying for installation of the two (2) recommended mid-block crossings, each controlled by a traffic signal, Pedestrian Hybrid Beacon, or Rectangular Rapid Flashing Beacon, as appropriate (subject to engineering and design review), one at Alafaya Trail near Salon Drive, and one at University Boulevard at Turbine Drive, (Actual, not to exceed \$517,000; to be funded upon completion of the County's capital improvement design);
 - 4) Installing pedestrian-scale lighting within the right-of-way on UCF property along the UCF side of Alafaya Trail, through Duke Energy (Actual, not to exceed \$75,000; to be funded upon completion of installation, as invoiced by Duke Energy);

- 5) Paying monthly rental to Duke Energy for maintenance and utilities of lighting along the UCF side of Alafaya Trail (Actual, not to exceed \$25,000/year; to be funded yearly, as invoiced by Duke Energy);
 - 6) Contributing to the signalization changes at University Boulevard and Alafaya Trail (Actual, not to exceed \$100,000; to be funded upon completion of the County's capital improvement design);
 - 7) Developing and providing Educational Programs related to pedestrian safety (Actual, not to exceed \$167,000/year; to be funded yearly, as needed); and
 - 8) Providing way-finding and signage on Alafaya Trail and University Boulevard that UCF determines to be desirable for branding and that the County and FDOT approve for content and stylization (Dollar amount to be determined, actual, not to exceed \$50,000; to be funded upon completion of the County's capital improvement design).
- (b) Developing and implementing a comprehensive Way Finding Signage Plan for the UCF Campus (\$750,000; currently funded);
 - (c) Developing an on-campus bicycle pathway through the UCF Campus, linking the existing trail systems of Orange and Seminole Counties (Dollar amount to be determined; to be requested by UCF in its Capital Improvement Plan and funded when approved by the State of Florida);
 - (d) Conducting a study to determine the desirability of providing on-campus housing or additional online courses for at least 80% of FTIC students by 2020 (Dollar amount to be determined; to be funded no later than one year from the effective date of this CDA);
 - (e) UCF and Orange County jointly evaluating the operability and compatibility of the County's traffic control system and UCF's SCOOT system (\$N/A; to be performed annually in January);
 - (f) Working in partnership to secure state funds for concurrency (\$N/A; to be completed prior to the next Campus Master Plan Update); and
 - (g) UCF and Orange County jointly performing annual traffic counts on the backlogged roads identified in Section 10.6 (\$N/A; to be performed annually in August).
- 11.7 UCF and County agree that the following Partnership Projects have already been completed by UCF, to improve previously identified road deficiencies:
- (a) Participating in a University Area Pedestrian Safety Study;
 - (b) Modifying the intersection at North Orion Boulevard and McCulloch Road to improve traffic flow and pedestrian safety (\$347,000); and

- (c) Developing and implementing a plan for the widening of Libra Drive from Gemini Boulevard South to the border of the Research Park and working with Research Park and other entities to promote widening of Discovery Drive to take some of the burden off of backlogged roads near UCF (\$4.8 million);

- 11.8 UCF and County agree to conduct an annual review of public transportation utilization and to work together to increase ridership.

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 UCF and County agree that no stormwater management improvements need be financially assured by UCF.
- 12.2 UCF and County agree that no potable water improvements need be financially assured by UCF.
- 12.3 UCF and County agree that no sanitary sewer improvements need be financially assured by UCF.
- 12.4 UCF and County agree that no solid waste improvements need be financially assured by UCF.
- 12.5 UCF and County agree that no parks and recreation improvements need be financially assured by UCF.
- 12.6 UCF and County agree that UCF shall bear the costs of the measures agreed upon in Section 11.6 of this CDA.
- 12.7 UCF and County agree that no public transportation improvements need be financially assured by UCF.

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 the Capital Improvements Element of the Campus Master Plan.
- 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 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 and **Exhibit "A"** for the duration of this CDA. UCF shall comply with all the terms and conditions of this CDA and to 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 geographic 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 UCF adopted 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 five-year 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 22.0 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 the agreement 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 22.0 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 SUCCESSORS AND ASSIGNS

This CDA shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 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.

22.0 NOTICES

- 22.1 All notices, demands, requests to 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.

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

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

Teresa Jacobs, Orange County Mayor
201 South Rosalind Avenue
Orlando, Florida 32801

With copies to:

County Administrator
201 South Rosalind Avenue
Orlando, Florida 32801

Mr. Mark V. Massaro, Director
Public Works Department
4200 South John Young Parkway
Orlando, Florida 32939-9205

Mr. Renzo Nastasi, Division Manager
Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32939-9205

The address of UCF shall be:

Mr. William F. Merck, II, Vice President
University of Central Florida
4365 Andromeda Loop North, Suite 384
Orlando, Florida 32816-0020

With a copy to:

Maria Yebra-Teimouri, Campus Master Plan Coordinator
University of Central Florida
P.O. Box 163020
Orlando, FL 32816-3020

23.0 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; and

Exhibit "B" - Geographic area covered by this CDA.


24.0 EFFECTIVE DATE

This CDA shall become effective upon the date of execution by UCF or by the County, whichever is later.

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



John C. Hitt

President, University of Central Florida

Date: 9-20, 2016

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. John C. Hitt, 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.

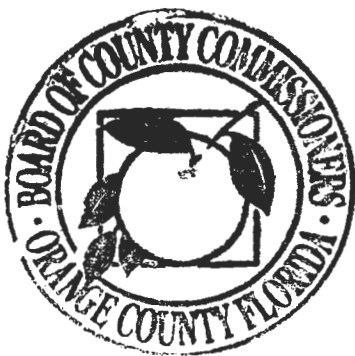
WITNESS my hand and official seal in the County and State last aforesaid this 20 day of Sept, 2016.

Notary Public

My Commission expires:




On _____, 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. John C. Hitt.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 

Teresa Jacobs, Orange County Mayor

Date: Dec. 2, 2016

ATTEST: Mariah O. Hayne, County Comptroller, as Clerk of the Board of County Commissioners

By: 

Deputy Clerk

UNIVERSITY OF CALIFORNIA
CAPITAL IMPROVEMENTS UNIT20



Figure 2.11-1

Context Area Map

Comprehensive Master Plan Update University of Central Florida Orlando, Florida
2010-2020