

**SECOND AMENDMENT TO DECEMBER 30, 1998 CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE BOARD OF REGENTS, CITY OF GAINESVILLE, ALACHUA COUNTY,
AND THE UNIVERSITY OF FLORIDA**

THIS AMENDMENT to the December 30, 1998, Campus Development Agreement is made and entered into this 12th day of March, 2004, by and between the **CITY OF GAINESVILLE** (herein referred to as the "CITY"), a municipal corporation of the State of Florida, **ALACHUA COUNTY** (hereinafter referred to as the "COUNTY"), a charter county and political subdivision of the State of Florida, the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "UFBOT"), a public corporation of the State of Florida and statutory successor to the **BOARD OF REGENTS**.

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 240.155, Florida Statutes, the parties hereto entered into a Campus Development Agreement on December 30, 1998, and

WHEREAS, the University of Florida Campus Master Plan has been updated to bring the planning timeframe forward five years to the year 2010, and to incorporate additional satellite properties located within Alachua County, and

WHEREAS, the five-year update of the University of Florida Campus Master Plan was adopted by the Florida Board of Education on March 19, 2002 and complied with the requirements for a public review period ending on May 24, 2002, and

WHEREAS, the five-year update of the University of Florida Campus Master Plan does not exceed thresholds established in Part III A., Chapter 1013, Florida Statutes (formerly referenced as Section 240.155, Florida Statutes), and

WHEREAS, the five-year update of the University of Florida Campus Master Plan does not identify any deficiencies in public facilities and services created or contributed to by proposed campus development beyond those deficiencies identified and addressed in the Campus Development Agreement of December 30, 1998, and

WHEREAS, the Campus Development Agreement was amended on March 13, 2001 to reflect modifications to the previously proposed improvements and allocations, and

WHEREAS, the parties agree that certain additional modifications to the previously proposed improvements and allocations of the UFBOT's "fair share" are now appropriate,

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, and pursuant to Part III A., Chapter 1013, Florida Statutes, the parties do hereby agree to amend the December 30, 1998 Campus Development Agreement, as amended on March 13, 2001, as follows:

1. Subsection 2.4 is revised as follows:

The term "campus master plan" means the University of Florida Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 240.155 (3) through (6), Florida Statutes, and which shall be administered and updated in accordance with the revised statute Part III A, Chapter 1013, Florida Statutes.

2. Subsection 5.0 is revised as follows:

This Agreement shall become effective upon execution by all parties and shall remain in effect through the year 2010, unless extended by the mutual consent of the UFBOT and the CITY and COUNTY, in accordance with Section 15.0 of this Agreement.

3. Subsection 6.0 is revised as follows:

The geographic area subject to this Agreement and included within is identified in the adopted UF campus master plan's Future Land Use Map (Figure 4-1F), dated June 30, 2001 and those properties identified in the Future Land Use Element Policy 2.3, (Goal 2); and the context area identified in the Future Land Use Map (Figure 4-3F) and depicted as Exhibit "B" attached hereto and incorporated herein by this reference; and the eleven satellite properties identified in the Alachua Properties Future Land Use Element (Table 4-1) and depicted in Exhibit "C" attached hereto and incorporated herein by this reference.

4. Subsection 10.0 is revised as follows:

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

5. Subsection 11.6 is revised as follows:

(a) Construct SW 24th Avenue as a paved road from SR 121/SW 34th Street to SW 43rd Street;

(b) Construct additional bicycle/pedestrian facilities;

(c) Improve public transit to and from campus;

(d) Acquire right-of-way and construct SW 62nd Boulevard as a paved road linking SW 20th Avenue to SW 43rd Street; and

(e) Construct roadway modifications on SR 26 and SR 26A from SW 38th Street to North-South Drive that improve roadway pavement condition, safety, capacity and facilities for non-automotive travel.

6. Subsection 11.0 is revised as follows:

11.7 The UFBOT and CITY and COUNTY agree that there exists sufficient capacity for public stormwater management facilities, public potable water facilities, public sanitary sewer facilities, public solid waste facilities, public recreation and open space facilities, and roadway level of service standards to accommodate existing and proposed development on the satellite properties.

7. Subsection 12.6 is revised as follows:

The UFBOT and CITY and COUNTY agree that the UFBOT's responsibility for paying its fair share to mitigate deficiencies identified in Section 10.6 and for the costs of improvements identified in Section 11.6, as extended herein for the agreement duration including the years

2000-2010, may be met through the following transportation system modifications. The parties hereby recognize that the project descriptions for the SR 26 and SR 26A projects have changed since the agreement was originally signed in 1998. Per the original agreement, these projects were anticipated to reconfigure the state roads as a one-way pair combination with equal funding in the amount of \$1,250,000 committed each to the CITY and COUNTY. In 2001, the agreement was amended to recognize that the reconstruction would no longer include a one-way pair configuration. Subsequently, the UFBOT and CITY and COUNTY have determined that the full funding, as originally anticipated, is no longer required to achieve the reduced scope.

The UFBOT and City and County agree that the UFBOT's responsibility for paying its fair share to mitigate deficiencies identified in Section 10.6 and for the costs of improvements identified in Section 11.6 may be met as follows:

(a) The UFBOT has provided funding in the amount of \$3,200,000 to the COUNTY to be applied toward costs of the construction of SW 24th Avenue, from SR 121/SW 34th Street to SW 43rd Street and SW 62nd Boulevard linking SW 20th Avenue to SW 43rd Street;

(b) The UFBOT has provided funding in the amount of \$1,000,000 to the City to be applied toward costs of the construction of bicycle/pedestrian corridors. Specific improvements to be funded will be determined after discussions by the City and UF;

(c) The UFBOT has provided funding in the amount of \$3,500,000 (\$500,000 per year for 7 years) to the City for public transit improvements. Specific improvements to be funded are determined on an annual basis, after discussions by the City, County and UF;

(d) The UFBOT has provided funding in the amount of \$1,250,000 to the COUNTY and \$1,250,000 to the CITY, to be applied jointly toward costs of SR 26 and SR 26A design and construction; these funds have been applied as follows:

1. \$1,196,674 to the design of the SR 26A Reconstruction;
2. \$450,000 to SR 26 traffic signal reconstruction; and
3. \$100,000 to the design of the SR 26 Enhancement project.

The remaining funds shall be allocated as follows:

1. \$450,000 for the City to apply toward costs of purchasing two transit buses; and
2. \$303,326 for the County to apply toward the project described in 12.6(a) above.

(e) The UFBOT shall provide additional funding in the amount of \$3,500,000 (\$700,000 per year for 5 years; FY06-FY10) to the CITY for public transit improvements. Specific improvements to be funded will be determined after discussions by the CITY, COUNTY and UFBOT;

8. Subsection 15.1 is revised as follows:

This Agreement may be amended in conjunction with any amendment to the adopted UF Campus Master Plan within the geographic area identified in Exhibit "B" and Exhibit "C" which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the City or any affected local government.

