

Request to Develop Land on USF Campus Property  
**RDL 1 Form (To be completed by Requestor)**

Project Name: USF Sarasota-Manatee  
 South County Instructional Site Lease Agreement

<b>Date Submitted:</b>	<b>December 16, 2009</b>
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1. Requestor:	Dr. Arthur Guilford, Regional Chancellor
Address	USF Sarasota-Manatee, SMC-C305
Telephone	(941) 359-4340
Email	aguilford@sar.usf.edu

2. Description of Project, description of alignment with USF Mission, and purpose of Project: USF Sarasota-Manatee requests review and approval of the attached lease agreement for off-campus relocation of the South County Instructional Site. Please refer to the attached exhibits for information.
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3. Campus: (check one)
<input type="checkbox"/> Tampa
<input checked="" type="checkbox"/> Sarasota
<input type="checkbox"/> St. Petersburg
<input type="checkbox"/> Lakeland

4. Physical Boundaries (graphic attachment) See attached exhibits
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5. Acreage: Not applicable
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6. Fund Source of Study: USF Sarasota-Manatee E&G
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7. Scope of Work: See attached exhibits
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8. Impact to Campus Master Plan: This project is consistent with the USF Sarasota-Manatee Master Plan.
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**To be completed by USF FPC:**

<b>Date Received</b>	
<b>Agenda Submission:</b>	
<b>Meeting Date:</b>	

Comments or Conditions: See attached exhibits.

# Request to Develop Land on USF Campus Property RDL 2 Form (To be completed by Requestor)

Project Name: USF Sarasota-Manatee  
South County Instructional Site Lease Agreement

1. Requestor:	Dr. Arthur Guilford, Regional Chancellor
Address	USF Sarasota-Manatee, SMC-C305
Telephone	(941) 359-4340
Email	aguilford@sar.usf.edu
<b>Date Submitted:</b>	December 16, 2009

2. Description of Project, description of alignment with USF Mission, and purpose of Project: USF Sarasota-Manatee requests review and approval of the attached lease agreement for off-campus relocation of the South County Instructional Site. Please refer to the attached exhibits for information.

3. Physical Boundaries (graphics): See attached exhibits

4. Acreage: Not applicable

5. Net square footage: 6,420 NSF

6. Gross square footage: 8,025 GSF

7. Funding Source: USF Sarasota-Manatee E&G

8. Construction budget: \$210,000.00 total construction budget-\$187,500.00 to be paid by Lessor, \$22,500.00 to be paid by USF Sarasota-Manatee

9. Project budget: \$300,000.00 total project budget-\$187,500.00 to be paid by Lessor, \$112,500.00 to be paid by USF Sarasota-Manatee

10. Scope of Project: Interior tenant improvements

11. Impact to Campus Master Plan: This project is consistent with the USF Sarasota-Manatee Master Plan.

12. Schedule: March-July, 2010

13. Parking displacement/load and traffic impact: 60 on-site and off-site parking spaces provided by Lessor

14. Impact to existing locations and capacity of:
Trees: None
Stormwater: None
Chilled Water: None
Electrical: None
Telecommunications: None
Potable Water: None

Sanitary Sewer: None
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**To be completed by USF FPC:**

<b>Date Received</b>	
<b>Agenda Submission:</b>	
<b>Meeting Date:</b>	

Comments or Conditions: See attached exhibits.

**Issue:**

USF Sarasota-Manatee South County Instructional Site Lease Agreement

**Proposed Action:**

Approval of the attached Lease Agreement, including Exhibits A through E, for the relocation of the USF Sarasota-Manatee South County Instructional Site

**Background Information:**

Identification of Need

Beginning in January 2004, USF Sarasota-Manatee (USFSM) established the USFSM South County Instructional Site, thereby honoring a commitment to the residents of south Sarasota County to increase the availability of upper level college coursework to its residents. The initial semester consisted of nine class offerings and 66 student enrollments. For the fall 2009 semester, those figures have dramatically increased to 32 course offerings and approximately 470 student enrollments. It is the goal of the institution to continue to grow the course offerings and enrollment at the south Sarasota county location. All of the program offerings are duplications of programs being offered at the main campus of USFSM.

USFSM currently operates the USFSM South County instructional Site based in one modular building that provides one classroom and five faculty and administrative offices on leased property at the campus of the State College of Florida Manatee-Sarasota (SCF), formerly Manatee Community College, in Venice, Florida. USFSM maintains an agreement with SCF for the use of classroom space on an as-available basis that is determined by SCF priorities relative to the days and times that classes may be offered to USFSM. USFSM provides compensation to SCF for classroom usage based on student credit hours and for specified shared resources. Since USFSM and SCF are experiencing record numbers in enrollment growth, the limitations on available classroom days and times for USFSM classes have increased dramatically in recent semesters and have negatively impacted the ability to grow the academic programs.

In April 2008, the USFSM Campus Board endorsed a recommendation by USFSM Regional Chancellor Dr. Arthur Guilford to begin a search for alternative locations for the USFSM South County instructional Site to address USFSM needs related to 1) the growth of academic programs and student enrollments, 2) classroom and office space needs, and 3) an increased visibility and awareness of USFSM. This search focused only on locations that offered lease fees and terms comparable to those being paid to house the instructional site at SCF, and thereby resulting in no increase in the USFSM budget to support the site.

In August 2009, USFSM was approached by parties interested in leasing a portion of the Pan American Center in North Port, Florida. Following a period of negotiations, representatives of USFSM and Iberia Bank have agreed in principle to the proposed lease, subject to approval by the USFSM Campus Board and USF Board of Trustees.

### Benefits to USFSM

This proposal is to relocate the USFSM South County Instructional Site to a leased facility located in North Port, Florida. The proposed location is located in southern Sarasota County close to the southern limit of the University of South Florida System service area, and lies approximately five miles south of the existing Venice location.

The North Port Economic Development Department, in its strategic plan, has identified higher education as one of its top five priorities. The relocation of the USFSM South County Instructional Site to the City of North Port will support this plan. The North Port City Commission has displayed their approval and support for the USFSM relocation both verbally and through a proposed formal agreement wherein the City of North Port agrees to provide a financial incentive to USFSM for the first five years of the lease agreement, as well as other support services and incentives that are described in greater detail below.

Student enrollments and course offerings are expected to increase as a result of the proposed relocation. The primary target population will remain the same, being those students with 60 transferrable credit hours with an interest in undergraduate Elementary Education, Psychology, Criminology, Interdisciplinary Social Science, or Business as well as graduate level courses in Educational Leadership.

The proposed relocation will provide USFSM with dedicated space and the ability to control the use of the facility, thereby allowing USFSM to offer optimal class scheduling to best fit the needs of the students. This will also allow for the addition of software and hardware as deemed necessary to provide the necessary teaching tools for the faculty. Software licensing agreements, band width, and storage space will be under the direct management of the USFSM campus computing staff.

The proposed relocation will provide USFSM with four classroom spaces, six office spaces, one conference room, and an information commons area. One of the classrooms will be equipped with video-conference equipment and one will house a lap top cart. The room with the lap top cart will also serve as a computer lab when classes are not in session.

The office spaces will be occupied by faculty and staff serving the south county location. There will be one full time faculty in education, one full time faculty in business and two part-time business faculty assigned solely to the location. Also supporting this location is one full time director, one full time academic advisor, and one full time staff assistant.

Students will be able to receive on-site guidance for academic processes and other concerns. Other student services related questions and information will be available via telephone or email communication. All admission, curriculum and graduation requirements will mirror those of the Sarasota campus. The curriculum will include in-person, web blend, online, and video conference delivery methods.

Students in North Port will be able to retrieve library information via the USF online library resources. Additionally, through a state wide agreement, students will still be able to use the library located on the SCF Venice campus. The USF library also provides, at various times throughout the day, the ability to execute a "live chat" with library staff. This allows students to receive answers to questions within minutes. If deemed necessary, students may also choose to make the 40 mile commute to the USFSM Jane Cook library in Sarasota.

Students will be able to use the on-site computers in the information commons area to access the online library resources or they may select to use their own equipment from another location to do so. Students are provided with training on how to navigate this system at orientation sessions. Other tutorials are available upon request.

Many faculty use the Blackboard software system to enhance their course delivery. Individual and group training sessions are offered frequently by the USFSM campus computing staff. These training opportunities may be completed in person or from remote locations.

USFSM offers an online writing lab service that will be available to students taking classes at the proposed North Port location. Faculty will also have more space available to meet with students for out of class remediation, communication and collaboration.

With regard to the issue of improving visibility and awareness, the proposed relocation will place USFSM in a prime North Port location with high visibility. The proposed building is located on the corner of US Highway 41 and Pan American Boulevard and is a high traffic area. US Highway 41 is a primary artery used by people traveling between Sarasota County and Charlotte County and is well serviced by the county public transportation system.

### Physical Resources

The proposed facility in North Port is located in a three-story building located in the Pan American Office Park on a major thoroughfare as described above. Highlights of the proposed lease are as follows:

- USFSM will initially occupy 6,420 square feet, or approximately 2/3 of the second floor space.
- USFSM also holds an option to lease the remaining 1,508 square feet on the second floor for two years, and the first right of refusal thereafter.
- USFSM maintains a right of first refusal for the remaining floors of the building.

- The lease term is eight years, with an anticipated first date for classes in fall 2010.
- The lease rate will remain constant at the annual rate of \$90,000 for the first five years of the lease term, and then increase at an annual rate of 3% for the remaining three years of the lease term. This rate is consistent with the rates for property rental, classroom usage, and support services currently being paid to SCF.
- The landlord is responsible for common area maintenance (CAM) and utilities for the term of the lease. USFSM is responsible for utilities and custodial services for their lease space.
- The proposed lease area is vacant. Interior tenant improvements and construction will meet USF construction standards and be comparable in quality and technology accessibility to the USFSM main campus facilities.
- The estimated cost of the interior tenant improvements is \$210,000, of which the landlord will pay \$187,500 and USFSM will pay \$22,500.
- USFSM will pay to install illuminated identification signs on the faces of the building facing public thoroughfares.
- The landlord will change to name of the building to the "UNIVERSITY OF SOUTH FLORIDA BUILDING".
- The landlord will provide and maintain 10 dedicated parking spaces. The City of North Port will provide and maintain 50 parking spaces on City-owned property adjacent to the campus at no cost to USFSM.
- The City of North Port will provide a \$25,000 annual incentive to USFSM for the first five years of the lease agreement for total financial commitment of \$125,000.
- The City of North Port will provide security staff and police services to the campus at no cost to USFSM.
- The City of North Port also has agreed to waive all City property development fees and impact fees. Sarasota County has agreed to consider a waiver of the County property development and impact fees, and action by the Sarasota County Commission is forthcoming.

**Supporting Documentation:**

1. Completed RDL-1 and RDL-2 forms
2. Proposed USF Lease Agreement between Iberia Bank and University of South Florida
3. Lease Exhibit A: Site Location Map
4. Lease Exhibit B: Conceptual Floor Plan
5. Lease Exhibit C: Interior Tenant Improvements Construction Budget Estimate
6. Lease Exhibit D: Supplemental Lease Terms
7. Lease Exhibit E: Proposed Agreement between City of North Port and USFSM

**Prepared By:**

Richard Lyttle, Director of USF Sarasota-Manatee Facilities Planning & Management  
 Dr. Arthur M. Guilford, Regional Chancellor, USF Sarasota-Manatee

1 UNIVERSITY OF SOUTH FLORIDA

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3 LEASE AGREEMENT

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8 THIS LEASE AGREEMENT (hereinafter referred to as the "Lease" or "Agreement") entered  
9 into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between IBERIA BANK, (hereinafter  
10 referred to as the "Lessor"), and the UNIVERSITY OF SOUTH FLORIDA BOARD OF  
11 TRUSTEES, a public body corporate (hereinafter referred to as "USF" or the  
12 "UNIVERSITY"), on behalf of the UNIVERSITY OF SOUTH FLORIDA SARASOTA-  
13 MANATEE (hereinafter referred to as "USFSM"). The Lessor, USF and USFSM are  
14 sometimes collectively referred to as the "Parties" or individually as the "Party".  
15

16 WITNESSETH:

17  
18 That the parties to this Agreement, in consideration of the mutual covenants and stipulations set  
19 herein, agree as follows:  
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21 1. DEFINITION OF TERMS:

- 22  
23 a. The term Lease or Agreement includes any renewals, extensions or modifications of  
24 this Agreement.  
25 b. The terms Lessor, USF, and USFSM include the successors and assigns for the parties  
26 hereto.  
27 c. The singular shall include the plural and the plural shall include the singular whenever  
28 the context so requires or permits.  
29

30 2. PREMISES:

- 31  
32 a. The Lessor leases to USFSM, for the term provided below, those certain premises  
33 located in the City of North Port, Sarasota County, Florida, certain space located at  
34 5900 Pan American Boulevard, as further described on EXHIBIT A attached hereto  
35 (hereinafter referred to as the "Premises"), in accordance with the provisions and terms  
36 described herein.  
37

38 b. Base Lease Area:

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40 The Lessor leases to USFSM an aggregate area of approximately 6,420 square feet of  
41 net rentable space located on the second floor (hereinafter referred to as the "Base  
42 Lease Area") of the Premises, as further described on EXHIBIT B attached hereto,  
43 measured in accordance with the State University System Standard Method of Space  
44 Measurement.



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c. Optional Lease Area:

The Lessor agrees to offer USFSM an option to lease an aggregate area of approximately 1,508 square feet of net rentable space located on the second floor (hereinafter referred to as the "Optional Lease Area") of the Premises, as further described on EXHIBIT B attached hereto, measured in accordance with the State University System Standard Method of Space Measurement.

The Lessor agrees not to offer the Optional Lease Area for lease to other parties for a period of two (2) years from the date of the Agreement. Thereafter, the Lessor may offer the Optional Lease Area to other parties, however, USFSM maintains a right of first refusal to lease the Optional Lease Area at the terms specified herein for the term of the Agreement. In the event that the Lessor and USFSM amend the Agreement to include the Optional Lease Area, the lease term of the Optional Lease Area shall run concurrent with the lease term of the Base Lease Area.

3. TERM:

To have and to hold the Premises for an eight (8)-year term commencing on the date of issuance of Certificate of Occupancy by the City of North Port, Florida for the Base Lease Area Tenant Improvements as described herein, continuing to and including the thirtieth (30<sup>th</sup>) day of April, 2018.

4. RENTAL RATES:

a. Base Lease Area:

USFSM agrees to pay the Lessor per month for the rental for the Base Lease Area of the Premises for the term of the Lease in accordance with the following rate schedule:

- \$7,500.00 per month for Years 1-5 of the lease term (\$90,000.00 annual)
- \$8,694.58 per month for Year 6 of the lease term (\$104,335.00 annual)
- \$8,955.42 per month for Year 7 of the lease term (\$107,465.00 annual)
- \$9,224.08 per month for Year 8 of the lease term (\$110,689.00 annual)

b. Optional Lease Area:

In the event the Lessor and USFSM agree to amend the Agreement to include the Optional Lease Area, USFSM agrees to pay the Lessor per month for the rental for the Optional Lease Area of the Premises for the term of the Lease in accordance with the following rate schedule:

- \$1,983.33 per month for Years 1-5 of the lease term (\$23,800.00 annual)

89 \$2,042.83 per month for Year 6 of the lease term (\$24,514.00 annual)  
90 \$2,104.17 per month for Year 7 of the lease term (\$25,250.00 annual)  
91 \$2,167.33 per month for Year 8 of the lease term (\$26,008.00 annual)  
92

93 c. The rent for the first month shall be prorated and shall be payable on the day of  
94 occupancy, and thereafter the rent shall be payable on the last day of each month  
95 beginning with the first full month of occupancy in accordance with Section 215.422,  
96 specifically 215.422(3)(b), Florida Statutes to the extent applicable.  
97

98 d. Payment Notifications:  
99

100 USFSM WILL SEND PAYMENT TO LESSOR AT:  
101

102 Iberia Bank  
103 Attention: Ms. Karen Martin/Accounting Department  
104 P.O. Box 413040  
105 Naples, Florida 34101  
106

107 LESSOR TO MAIL INVOICE TO USFSM AT:  
108

109 Regional Vice-Chancellor for Finance and Administration  
110 University of South Florida Sarasota-Manatee  
111 8350 North Tamiami Trail  
112 Sarasota, Florida 34243  
113

114 5. GOVERNING LAW:  
115

116 This Lease is governed by the laws of the State of Florida and any provisions herein, in  
117 conflict therewith, shall be void and of no effect. The University is entitled to the  
118 benefits of sovereign immunity coextensive therewith, including immunities from  
119 taxation. In the event either party is required to obtain from any governmental  
120 authority any permit, license, or authorization as a prerequisite to perform its  
121 obligations hereunder, the cost thereof shall be borne by the party required to obtain  
122 such permit, license, or authorization. Vendor submits to the personal jurisdiction of  
123 the State of Florida. Any actions arising out of this Agreement shall be brought  
124 exclusively in the courts located in Hillsborough County, Florida.  
125

126 6. COMMON AREA MAINTENANCE AND REPAIRS  
127

128 a. The Lessor will furnish, at its expense, all Common Area Maintenance (CAM) and  
129 repairs for the Premises during the term of the Agreement.  
130

131 b. Common Areas of the Premises are defined to include the property and grounds,  
132 exterior arcades, trash receptacle areas, equipment areas, entrances, interior lobbies,

133 corridors, stairways, restrooms, mechanical and electrical equipment rooms, non-  
134 leased or vacant tenant spaces, and other spaces not specifically included in the  
135 USFSM lease areas described herein.

- 136  
137 c. Common Area Maintenance will include janitorial services, general building  
138 maintenance (to include, but not limited to, structural, roof, flashings, integrity of  
139 the building envelope, doors, windows, gutters, painting and common area  
140 signage), maintenance of building systems (to include, but not limited to, heating,  
141 air-conditioning and ventilation (HVAC) systems, electrical systems (power and  
142 lighting), fire sprinkler systems, security systems, elevators, and emergency  
143 notification and response systems), grounds maintenance (to include, but not  
144 limited to, parking lots, sidewalks, sod, landscaping, storm water management  
145 systems, and exterior signage not specific to USFSM), and other maintenance as  
146 may be required for the visual upkeep and normal operation of the Premises.  
147  
148 d. Common Area Maintenance and repairs to interior areas shall be completed in  
149 accordance with generally accepted good practices, including the replacement of  
150 worn or damaged interior finishes (i.e. floor coverings, ceiling tiles, plaster,  
151 painting, etc.) and repairs or replacement of interior equipment as may be necessary  
152 due to normal usage.  
153  
154 e. The Lessor shall maintain and keep in repair the exterior of the Premises and is  
155 responsible for the replacement of all windows broken or damaged in the Premises,  
156 except when such breakage or damage is caused by USFSM, its officers, agents or  
157 employees.  
158  
159 f. The Lessor shall maintain the interior and exterior of the Premises so as to conform  
160 to all applicable health and safety laws, ordinances and codes which are presently  
161 in effect and which may subsequently be enacted during the term of this  
162 Agreement.  
163  
164 g. The Lessor will provide necessary portable fire extinguishers and maintenance on  
165 such.  
166  
167 h. The Lessor agrees to furnish pest control services for the leased premises during the  
168 term of the lease at the expense of the Lessor.

169  
170 7. LEASE AREA MAINTENANCE AND REPAIRS

- 171  
172 a. USFSM will furnish, at its expense, all maintenance and repairs for the Base Lease  
173 Area during the term of the Agreement.  
174  
175 b. USFSM shall maintain the Base Lease Area in a comparable condition and state of  
176 repair as it is at the time of the commencement of this Agreement, reasonable wear

177 and tear and unavoidable casualties excepted. In the event the Lessor and USFSM  
178 amend the Agreement to include the Optional Lease Area, USFSM will maintain  
179 the Optional Lease Area during the term of the Agreement.  
180

181 8. HEATING, AIR CONDITIONING AND VENTILATION (HVAC) SYSTEMS  
182

183 a. The Lessor will furnish, at its expense, heating and air conditioning equipment, and  
184 maintain same in satisfactory operating condition at all times for the Premises  
185 during the term of the Agreement.  
186

187 b. The Lessor will maintain thermostats in the Common Areas of the Premises at 68  
188 degrees Fahrenheit during the heating season and 75 degrees Fahrenheit during the  
189 cooling season, except where special environmental conditions may be determined  
190 necessary by USFSM. Lessor certifies that boilers therein (if applicable) have been  
191 calibrated to permit the most efficient operation.  
192

193 9. PLUMBING  
194

195 a. The Lessor will furnish, at its expense, plumbing fixtures and equipment, and  
196 maintain same in satisfactory operating condition at all times for the Premises  
197 during the term of the Agreement. Hot water will be provided to restrooms and  
198 tenant spaces.  
199

200 10. ELECTRICAL AND LIFE SAFETY SYSTEMS  
201

202 a. The Lessor agrees to install in the Premises energy-efficient fluorescent light  
203 fixtures for the use of USFSM prior to the first day of the lease term. USFSM is  
204 responsible for replacement of all bulbs, lamps, tubes, ballasts and starters used in  
205 such fixtures.  
206

207 b. The Lessor will provide, at its expense, high-speed internet service complying with  
208 the minimum standards required by USFSM to a central service location at the  
209 Premises, and maintain same in satisfactory operating condition at all times during  
210 the term of the Agreement. USFSM will provide, at its expense, high-speed  
211 internet interior cabling from the central service location at the Premises to the  
212 Base Lease Area, and maintain same in satisfactory operating condition at all times  
213 during the term of the Agreement.  
214

215 c. The Lessor will install, at its expense, a security system at the Premises meeting the  
216 minimum requirements of USFSM, and maintain same in satisfactory operating  
217 condition at all times for Premises during the term of the Agreement.  
218

219 11. JANITORIAL SERVICES  
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- 221 a. The Lessor will furnish, at its expense, janitorial services and all necessary  
222 janitorial supplies for the Common Areas of the Premises as described herein  
223 during the term of the Agreement.  
224  
225 b. USFSM will furnish, at its expense, janitorial services and all necessary janitorial  
226 supplies for the Base Lease Area during the term of the Agreement. In the event  
227 the Lessor and USFSM amend the Agreement to include the Optional Lease Area,  
228 USFSM will furnish, at its expense, janitorial service and supplies for the Optional  
229 Lease Area during the term of the Agreement.  
230

231 12. UTILITIES  
232

- 233 a. The Lessor will promptly pay all gas, water, sanitary sewer, refuse collection, and  
234 telecommunications service rates or charges which may become payable during the  
235 term of the Agreement for the Premises, and will provide monthly energy  
236 consumption and cost data pursuant to Section 255.257, Florida Statutes as  
237 requested by USFSM.  
238  
239 b. The Lessor will promptly pay power and electric light rates or charges which may  
240 become payable during the term of the Agreement for the electricity for the  
241 Common Areas of the Premises as defined herein.  
242  
243 c. The Lessor agrees to install a separate and individual electricity meter to allow  
244 USFSM to monitor the monthly energy consumption of the Base Lease Area of the  
245 Premises. In the event the Lessor and USFSM amend the Agreement to include the  
246 Optional Lease Area, USFSM will amend the agreement with the electricity utility  
247 provider to include electricity costs for the Optional Lease Area during the term of  
248 the Agreement.  
249  
250 d. USFSM will promptly pay power and electric light rates or charges which may  
251 become payable during the term of the Agreement for the electricity for the Base  
252 Lease Area of the Premises. In the event the Lessor and USFSM amend the  
253 Agreement to include the Optional Lease Area, USFSM will promptly pay power  
254 and electric light rates or charges which may become payable for the electricity for  
255 the Optional Lease Area during the term of the Agreement.  
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257 13. TENANT IMPROVEMENTS  
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259 a. Base Lease Area  
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261 The Lessor agrees to execute a separate two-party agreement with a Certified  
262 General Contractor (CGC) duly licensed by the State of Florida and the local  
263 jurisdiction having authority for the construction of the Base Lease Area in

264 accordance with EXHIBIT B attached hereto. The Lessor is responsible for all  
265 payments to the CGC resulting from the separate agreement.

266  
267 USFSM agrees to execute a separate two-party agreement with an  
268 Architect/Engineer duly licensed in the State of Florida to prepare construction  
269 drawings and specifications as needed for the construction, and to provide  
270 construction administration services on behalf of USFSM during the construction  
271 of the work. USFSM is responsible for payment for all professional services  
272 provided by the Architect/Engineer resulting from the separate agreement.

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274 The CGC is responsible to obtain all required permits prior to the commencement  
275 of the construction. All construction work shall meet the Construction Guidelines  
276 established by USF and USFSM, and Office of State Fire Marshal, and is subject to  
277 review, inspection and approval by these entities as deemed necessary.

278  
279 The approved cost of the tenant improvements construction is a guaranteed  
280 maximum price (GMP) not to exceed Two Hundred Ten Thousand Dollars  
281 (\$210,000.00), and is based upon the scope of work described by EXHIBIT B  
282 attached hereto, and the Budget Detailed Cost Breakdown (including assumptions,  
283 clarifications and exclusions) described by EXHIBIT C attached hereto.

284  
285 USFSM is responsible to pay an amount not to exceed Twenty Two Thousand Five  
286 Hundred Dollars (\$22,500.00) to the Lessor for the construction of the tenant  
287 improvements. Payment by USFSM is contingent upon certification by the  
288 Architect/Engineer that the work has been satisfactorily constructed in accordance  
289 with the approved construction drawings and specifications.

290  
291 The Lessor agrees that the construction work shall be completed within ninety (90)  
292 calendar days following the date of issuance of a building permit by the City of  
293 North Port, Florida.

294  
295 Changes (including modifications, revisions or additions) to the approved scope of  
296 work, as defined by EXHIBIT B and EXHIBIT C attached hereto, that result in a  
297 change to the GMP amounts described herein must be approved in writing by the  
298 Lessor and USFSM prior to the commencement of the affected work. Changes to  
299 the scope of work required by the Lessor or USFSM will be paid solely by the party  
300 requiring said change.

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302 b. Optional Lease Area

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304 All costs for the design and construction of tenant improvements to the Optional  
305 Lease Area will be paid solely by USFSM.

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307 14. HANDICAPPED STANDARDS AND ALTERATIONS

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- a. The Lessor certifies that the Premises now conform, or that, prior to USFSM's occupancy, the Premises shall, at Lessor's expense, be brought into conformance with the requirements Section 255.21 and 255.211, and Chapter 553, Part V, Florida Statutes. As a condition of this Lease, the Lessor warrants that the Premises comply with ADA requirements.
- b. USF has the right to make alterations to the Premises after obtaining the written consent of the Lessor. The Lessor shall not unreasonably withhold consent for such alterations.

15. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All of USFSM's property kept on the Premises during the Lease shall be on the Premises at the sole risk of USFSM, and except for any negligence of the Lessor, the Lessor shall not be liable to USFSM or any other person for any injury, loss or damage to such property on the Premises.

16. FIRE AND OTHER HAZARDS

- a. In the event the Premises, or the major part thereof, are destroyed, the Lessor, at its option, may forthwith repair the damage to such Premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs. The Lessor will immediately refund the pro rata part of any rentals paid in advance by USFSM prior to such destruction. In the event the Premises are only partly destroyed, so that the major part thereof is usable by USFSM, the rental will abate to the extent that the injured or damaged part bears to the whole of the Premises, and such injury or damage shall be restored by the Lessor as speedily as is practicable. Upon the completion of such repairs, the full rental shall commence.
- b. The Lessor shall provide for fire protection in accordance with the fire safety standards of the State Fire Marshal. The Lessor is responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the Premises are available for inspection by the State Fire Marshal, prior to occupancy by USFSM, and at any reasonable time thereafter.

17. EXPIRATION OF TERM

At the expiration of the lease, USFSM will peaceably yield up to the Lessor the Premises in good and tenantable repair. It is understood and agreed between the parties that USFSM shall have the right to remove from the Premises all personal property of USF or USFSM and all fixtures, machinery, equipment, appurtenances and appliances

351 placed or installed on the Premises by USFSM, provided that Lessee restores the  
352 Premises to as good a state of repair as it was prior to the removal.

353  
354 18. SUBLETTING AND ASSIGNMENT

355  
356 USFSM has the right to sublet or assign all or any part of the Premises, after obtaining  
357 the written consent of the Lessor. The Lessor shall not unreasonably withhold consent  
358 for such subletting or assignment.

359  
360 19. RIGHT OF REFUSAL

361  
362 The Lessor agrees to notify USFSM in writing prior to executing an agreement for  
363 lease of any space located in the Premises, and will offer USFSM a right of first refusal  
364 to lease the space for comparable terms and rates. USFSM will endeavor to respond  
365 promptly; however, the Lessor's offer for the right of refusal will expire thirty (30)  
366 days from the date of the notice.

367  
368 20. NO CONSENT TO SUE

369  
370 The provisions, terms and conditions of this Agreement shall not be construed as a  
371 consent of USF or the State of Florida to be sued because of said leasehold or as a  
372 waiver beyond of USF or the State of Florida's immunity beyond the terms and limits  
373 of 768.28, Florida Statutes.

374  
375 21. WAIVER OF DEFAULTS

376  
377 Either party's waiver of any breach of this Agreement shall not be construed as a  
378 waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

379  
380 22. RIGHT OF LESSOR TO INSPECT

381  
382 The Lessor, at all reasonable times, may enter into and upon the Premises for the  
383 purpose of viewing the same and for the purpose of making repairs as required under  
384 the terms of this Lease.

385  
386 23. ACKNOWLEDGEMENT OR ASSIGNMENT

387  
388 USFSM, upon the request of the Lessor, shall execute acknowledgment or assignment  
389 of rentals and profits made by the Lessor to any third person, firm or corporation,  
390 provided the Lessor may not make such request unless required to do so by the  
391 Mortgagee under a mortgage, executed by the Lessor.

392  
393 24. TAXES, INSURANCE AND COMMISSIONS

394



- 395 a. Lessor shall pay all real estate taxes and fire insurance premiums on the Premises.
- 396 Lessor is not required to carry fire insurance on the person or property of USFSM
- 397 or any other person or property which is placed in the Premises.
- 398
- 399 b. Lessor agrees, covenants, certifies, and warrants to USFSM that no portion of the
- 400 rent payable pursuant to this Agreement includes, represents, is based on, or is
- 401 attributable to any commission or fee which is the result of Lessor's having utilized
- 402 or contracted for the services of any real estate broker, salesman, agent, or firm in
- 403 any aspect of Lessor's dealings or any dealings involving the leasing of the
- 404 Premises to USFSM.
- 405

406 25. AVAILABILITY OF FUNDS

407

408 The obligation of USF or USFSM to pay under this Agreement is contingent upon

409 an annual appropriation by the Legislature.

410

411 26. USE OF PREMISES

412

413 USFSM will not make any occupancy or improper or offensive use of the Premises,

414 which is contrary to the laws of the State of Florida or to such Ordinances of the City

415 and/or County in which the Premises are located.

416

417 27. OPTIONAL RENEWAL

418

419 USFSM may renew this Agreement for the Base Lease Area of the Premises for an additional

420 two (2) years upon the same terms and conditions, and in accordance with the following rate

421 schedule. If USFSM desires to renew this Agreement, USFSM shall give the Lessor written

422 notice thereof not more than one (1) year nor less than six (6) months prior to the expiration of

423 this Agreement.

424

- 425 a. \$9,500.83 per month for Renewal Year 1 of the lease term (\$114,010.00 annual
- 426 )
- 427 \$9,785.83 per month for Renewal Year 2 of the lease term (\$117,430.00 annual)
- 428
- 429 b. USFSM may renew this Agreement for the Optional Lease Area of the Premises for
- 430 an additional two (2) years upon the same terms and conditions, and in accordance
- 431 with the following rate schedule. If USFSM desires to renew this Agreement,
- 432 USFSM shall give the Lessor written notice thereof not more than six (6) months
- 433 nor less than three (3) months prior to the expiration of this Agreement.
- 434
- 435 \$2,232.33 per month for Renewal Year 1 of the lease term (\$26,788.00 annual)
- 436 \$2,299.25 per month for Renewal Year 2 of the lease term (\$27,591.00 annual)
- 437

438 28. BREACH OF COVENANT BY USFSM – RIGHTS OF LESSOR

439  
440 These presents are upon this condition, that, except as provided in this Agreement, if  
441 USFSM neglects or fails to perform or observe any of its covenants herein contained,  
442 and such default shall continue for a period of thirty (30) days after receipt of USFSM's  
443 written notice thereof from Lessor, unless USFSM has engaged in good faith efforts to  
444 correct the default and then within a reasonable time thereafter, but no longer than one  
445 hundred and twenty (120) days unless a shorter period is otherwise required by  
446 applicable law, then the Lessor lawfully may, without further notice or demand, enter  
447 into and upon the Premises, and repossess the same as their former estate. The Lessor  
448 may expel USFSM and remove its effects forcefully, if necessary, without being taken  
449 or deemed to be guilty of any manner of trespass and thereupon this Agreement shall  
450 terminate but without prejudice to any remedy which might otherwise be used by the  
451 Lessor for arrears of rent or for any breach of USFSM's covenants herein contained.  
452

453 29. USF RIGHT TO TERMINATE

454  
455 USFSM has the right to terminate this Agreement with cause and without penalty for  
456 the following reasons:

- 457
- 458 a. USFSM may terminate immediately upon written notice to Lessor in the event the  
459 Premises are condemned;
  - 460 b. In the event of a material breach of the terms of this Agreement by Lessor, which  
461 has not been cured within thirty (30) days of USF's written notice to Lessor,  
462 USFSM may terminate the Agreement unless Lessor has engaged in good faith  
463 efforts to cure the breach within a reasonable time thereafter but no longer than one  
464 hundred and twenty (120) days of USFSM's written notice, unless a shorter period  
465 is prescribed by statute or regulation;
  - 466 c. USFSM may terminate immediately upon written notice to Lessor in the event  
467 hazardous substances, hazardous wastes, pollutants, contaminants or other  
468 conditions related to the Premises are discovered on the Premises;
  - 469 d. USFSM may terminate immediately upon written notice to Lessor in the event  
470 Lessor fails to comply with a lawful Public Records request relating to this Lease;  
471 or
  - 472 e. USFSM may terminate immediately upon written notice to Lessor in the event a  
473 prior tenant or another tenant of Owner of the Premises is occupying or has  
474 otherwise not vacated the Premises.
  - 475 f. USFSM may terminate immediately upon written notice to Lessor in the event  
476 Lessor executes a lease agreement for any portion of the Premises with any party  
477 who, in the opinion of the University, represents a moral or safety hazard to  
478 USFSM, or is inconsistent with the mission of the University.

479  
480 USFSM has the right to terminate this Agreement without cause and without penalty  
481 for the following reasons:  
482

- 483 a. In the event a State or University-owned building becomes available to USFSM for  
484 occupancy for the purposes for which this space is being leased upon giving six (6)  
485 months advance written notice to the Lessor by certified mail, return receipt  
486 requested;
- 487 b. USFSM may terminate immediately upon written notice to Lessor in the event  
488 USFSM purchases the Premises;
- 489 c. USFSM may terminate within thirty (30) days of written notice to Lessor, unless a  
490 shorter period is prescribed by law, if required to comply with applicable law; or  
491 d. USFSM may terminate in any year of the Agreement upon written notice ninety  
492 (90) days prior to the yearly anniversary of the execution of this Agreement.

493  
494 30. FORCE MAJEURE  
495

496 No default, delay or failure to perform on the part of the either party shall be considered a  
497 default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay  
498 or failure to perform is due to causes beyond either party's reasonable control including,  
499 but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics;  
500 acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common  
501 carrier. In the event of such default, delay or failure to perform, any date or times by  
502 which either party is otherwise scheduled to perform shall be extended automatically for  
503 a period of time equal in duration to the time lost by reason of the excused default, delay  
504 or failure to perform.  
505

506 31. NOTICES  
507

508 All notices required to be served upon the Lessor shall be served by registered or  
509 certified mail, return receipt requested, at:

510  
511 Name: Iberia Bank  
512 Attention: Mr. David W. Pearson  
513 Senior Vice President  
514 Address: P.O. Box 413040  
515 City/State: Naples, Florida  
516 Zip Code: 34101  
517

518 All notices required to be served upon USF or USFSM shall be served by registered or  
519 certified mail, return receipt requested at:

520  
521 Name: University of South Florida  
522 Attention: Office of General Counsel  
523 Address: 4202 East Fowler Avenue, ADM 250  
524 City/State: Tampa, Florida  
525 Zip Code: 33620  
526

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With a Copy to:

Name: University of South Florida Sarasota-Manatee  
Attention: Regional Vice-Chancellor for Finance & Administration  
Address: 8350 North Tamiami Trail  
City/State: Sarasota, Florida  
Zip Code: 34243

32. ADA REQUIREMENTS

As a condition of this Agreement, the Lessor agrees to comply with ADA Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Regulations Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

33. NON-DISCRIMINATION

USF and Lessor agree that they shall not discriminate on the basis of race, color, religion, gender, national origin, disability, or age in the performance of their obligations hereunder, and shall comply with applicable Federal and State laws and regulations regarding these matters.

34. RADON GAS

Florida Statutes require the following disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

35. ASBESTOS

Lessor certifies that no asbestos was used in the construction of the Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

36. HAZARDOUS MATERIALS

Lessor certifies that no hazardous substances, wastes, pollutants, contaminants, or other regulated materials (collectively "Hazardous Materials") have been or will be transported to or from the Premises, or have been or will be stored, released, or

571 otherwise are present on the Premises. Lessor shall indemnify Lessee for any costs,  
572 expenses, or losses Lessee incurs as a result of any Hazardous Materials present on the  
573 Premises at any time or due to any condition specified in the preceding sentence.  
574

575 37. ADDITIONAL TERMS (Check One)

576  Any and all additional covenants or conditions appear on the  
577 attached Exhibit D, and are incorporated by this reference.  
578

579  No additional covenants or conditions form a part of this Lease.  
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581  
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DRAFT

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IN WITNESS WHEREOF, the parties have executed this instrument for the purpose herein expressed, the day and year above written.

**LESSOR: IBERIA BANK**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Witness

ATTEST: \_\_\_\_\_

Witness

(Corporate Seal)

NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(Notary Stamp)

Personally Known \_\_\_\_\_ or Produced Identification

Type of Identification Produced: \_\_\_\_\_

626 **LESSEE:** UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body  
627 corporate, on behalf of UNIVERSITY OF SOUTH FLORIDA SARASOTA-MANATEE  
628

629  
630 By: \_\_\_\_\_  
631

632  
633 ATTEST: \_\_\_\_\_  
634 Witness

635  
636 ATTEST: \_\_\_\_\_  
637 Witness

638  
639  
640  
641 NOTARY PUBLIC

642  
643  
644 STATE OF FLORIDA  
645 COUNTY OF \_\_\_\_\_  
646

647 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
648 of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

649  
650 \_\_\_\_\_  
651 Signature

652  
653 \_\_\_\_\_  
654 Signature

655  
656 \_\_\_\_\_  
657 Print Name

658  
659 (Notary Stamp)

660  
661  
662 Personally Known \_\_\_\_\_ or Produced Identification  
663 Type of Identification Produced: \_\_\_\_\_  
664  
665

666  
667 **DISCLOSURE STATEMENT**

668 **Authority: 255.249 (4)(h)(i)**

669  
670  
671  
672 Check One:  Privately Owned  Entity Holding Title

673  
674 Name of Building: \_\_\_\_\_

675  
676 Street Address: \_\_\_\_\_

677  
678 City: \_\_\_\_\_ County: \_\_\_\_\_

679  
680 This is to certify that the following individual(s) hold(s) 4% or more interest and/or the  
681 following public official(s), agent(s) or employee(s) hold(s) any interest in the property or in  
682 the entity holding title to the property being leased to the state.

683

684 PRINCIPAL			
685 NAME	685 HOME ADDRESS CITY/STATE/ZIP	685 OCCUPATION & ADDRESS	685 PERCENT OF INTEREST
687	_____	_____	_____
688	_____	_____	_____
689	_____	_____	_____
690	_____	_____	_____

691  
692 The equity of all others holding interest in the above named property totals:

693 \_\_\_\_\_  
694  
695 If a public official, agent or employee provide:

696  
697 Name of individual: \_\_\_\_\_

698  
699 Name of public agency: \_\_\_\_\_

700  
701 Position held: \_\_\_\_\_

702  
703 This is to certify that all beneficial interest is represented by stock in a corporation registered  
704 with the Securities and Exchange Commission or is registered pursuant to Chapter 517, which  
705 stock is for sale to the general public.

706  
707  Yes  No

708  
709



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**(Notary certificate for an individual)**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature

NOTARY PUBLIC

\_\_\_\_\_  
Signature  
State of Florida

\_\_\_\_\_  
Print Name

(Notary Stamp)

Personally Known \_\_\_\_\_ or Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**(Notary certificate for an acknowledgement in a representative capacity)**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature

NOTARY PUBLIC

\_\_\_\_\_  
Signature

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State of Florida

\_\_\_\_\_  
Print Name

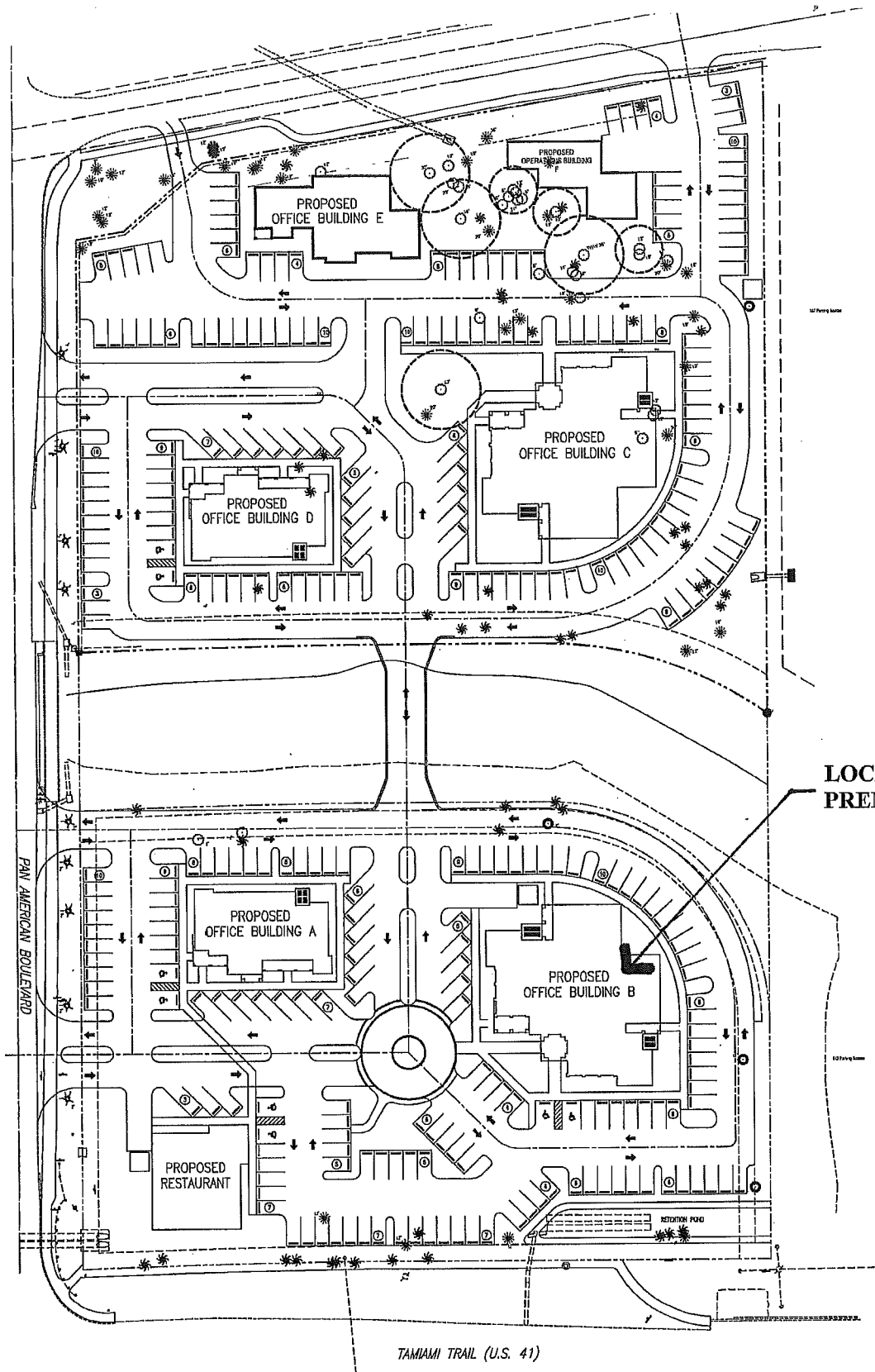
(Notary Stamp)

Personally Known \_\_\_\_\_ or Produced Identification

Type of Identification Produced: \_\_\_\_\_

Form Revised: 6/25/04

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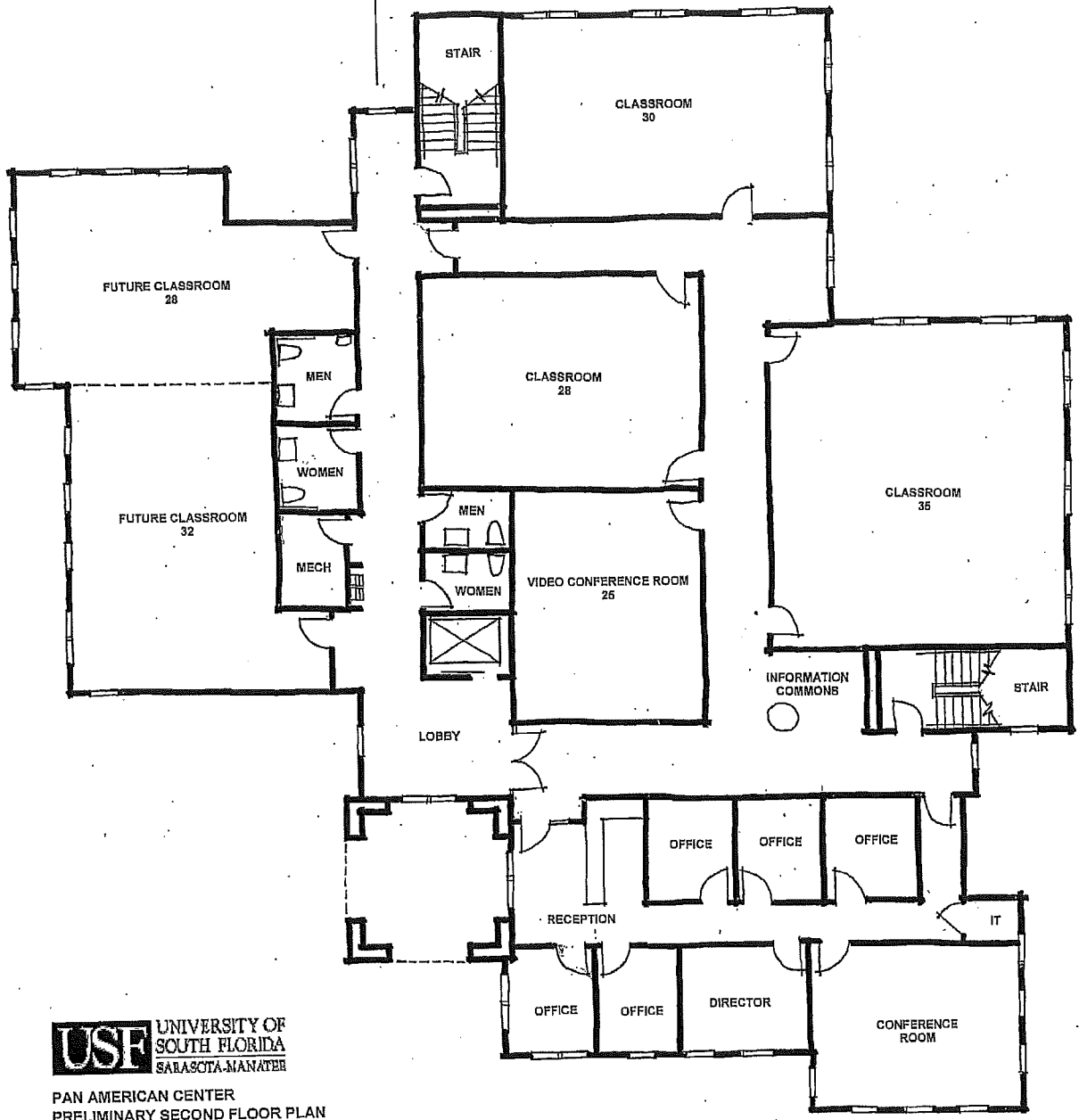
USE LEASE NO. \_\_\_\_\_

LEASE AGREEMENT

EXHIBIT A

OPTIONAL LEASE AREA  
LEASE UNIT B-6

BASE LEASE AREA  
LEASE UNITS B-6, B-7 & B-8



**USF** UNIVERSITY OF SOUTH FLORIDA  
SARASOTA-MANATEE

PAN AMERICAN CENTER  
PRELIMINARY SECOND FLOOR PLAN  
SEPTEMBER 2, 2009

USF LEASE NO. \_\_\_\_\_

LEASE AGREEMENT

EXHIBIT B

USF BUILDOUT  
 PAN AMERICAN BUILDING  
 North Port, Florida



October 6, 2009  
 5,600 SF

**Final Preliminary Budget Detailed Cost Breakdown**

DESCRIPTION	QTY	UNIT	COST	TOTAL	DIVISION TOTAL
<b>General Conditions</b>					
Superintendent & Vehicle (Includes Labor	8	WK	1,065.00	8,440.00	
Fuel	8	WK	50.00	400.00	
Phones	2	MO	170.00	340.00	
Temporary Electricity	BY OWNER		0.00	0.00	
Temporary Water	BY OWNER		0.00	0.00	
Temporary Office	NIC				
Temporary Toilet	2.0	MO	70.00	140.00	
Current Cleanup	1	LS	250.00	250.00	
Haul Dumpster	4	EA	270.00	1,080.00	
Final Clean Up	5,500	SF	0.25	1,375.00	
Blueprints	1	LS	200.00	200.00	
<b>Total General Conditions</b>					<b>12,226.00</b>
<b>Division 2 - Sitework</b>					
Interior Demolition		Included in O&E	-		
<b>Total Sitework</b>					<b>0.00</b>
<b>Division 3 - Concrete</b>					
Concrete Coring for HVAC	1	LS	550.00	550.00	
<b>Total Concrete</b>					<b>550.00</b>
<b>Division 4 - Masonry</b>					
Create new door opening, Infill old door op	1	LS	500.00	500.00	
<b>Total Masonry</b>					<b>500.00</b>
<b>Division 5 - Metals</b>					
<b>Total Metals</b>					<b>0.00</b>
<b>Division 6 - Wood and Plastics</b>					
Cabinetry	1	LS	3,996.00	3,996.00	
<b>Total Wood and Plastics</b>					<b>3,996.00</b>

USF LEASE NO. \_\_\_\_\_

LEASE AGREEMENT

EXHIBIT C

USF BUILDOUT  
 PAN AMERICAN BUILDING  
 North Port, Florida



October 5, 2009  
 6,600 SF

**Final Preliminary Budget Detailed Cost Breakdown**

DESCRIPTION	QTY	UNIT	COST	TOTAL	DIVISION TOTAL
<b>Division 7 - Thermal and Moisture</b>					
Insulation	1	LS	1,574.00	1,574.00	
<b>Total Thermal and Moisture</b>					<b>1,574.00</b>
<b>Division 8 - Doors and Windows</b>					
Frames, Doors and Hardware	1	LS	18,500.00	18,500.00	
Delivery to 2nd Floor	1	LS	0.00	0.00	
Install Frames, Doors and Hardware	1	LS	2,000.00	2,000.00	
<b>Total Doors and Windows</b>					<b>20,600.00</b>
<b>Division 9 - Finishes</b>					
Metal Framing and Drywall	1	LS	17,980.00	17,980.00	
Acoustical Ceiling	1	LS	10,704.00	10,704.00	
Flooring - Allowance					
CT = 260 sf @ \$6/SF = 1560	1	LS	16,075.00	16,075.00	
Carpet = 5250sf = 583 sy @ \$25/sy = 14,575					
Painting	1	LS	6,535.00	6,535.00	
<b>Total Finishes</b>					<b>51,294.00</b>
<b>Division 10 - Specialties</b>					
Bath Accessories	4	EA	285.00	1,140.00	
Fire Extinguishers	4	EA	172.50	690.00	
BY OWNER					
<b>Total Specialties</b>					<b>1,830.00</b>

USF BUILDOUT  
 PAN AMERICAN BUILDING  
 North Port, Florida



October 5, 2009  
 5,600 SF

**Final Preliminary Budget Detailed Cost Breakdown**

DESCRIPTION	QTY	UNIT	COST	TOTAL	DIVISION TOTAL
<b>Division 11 - Equipment</b>					
NIC					
<b>Total Equipment</b>					<b>0.00</b>
<b>Division 12 - Furnishings</b>					
Horizontal Blinds	1	LS	2,257.80	2,257.80	
Furnishings - By Owner					
<b>Total Furnishings</b>					<b>2,257.80</b>
<b>Division 13 - Special Construction</b>					
NIC					
<b>Total Special Construction</b>					<b>0.00</b>
<b>Division 14 - Conveying Systems</b>					
NIC					
<b>Total Conveying Systems</b>					<b>0.00</b>
<b>Division 15 - Mechanical</b>					
Plumbing	1	LS	7,900.00	7,900.00	
Sprinkler	1	LS	6,500.00	6,500.00	
HVAC	1	LS	42,980.00	42,980.00	
<b>Total Mechanical</b>					<b>57,380.00</b>
<b>Division 16 - Electrical</b>					
Electrical	1	LS	46,024.00	46,024.00	
Fire Alarm	Included in Electrical				
<b>Total Electrical</b>					<b>46,024.00</b>
<b>SUB-TOTAL</b>				<b>198,130.80</b>	<b>198,130.80</b>
<b>SUB-TOTAL DIRECT COSTS</b>				<b>198,131</b>	
GENERAL LIABILITY 0.0%				0.00	
CONTRACTOR FEE 5.0%				10,000	
PAYMENT & PERF. BOND				N.I.C.	
DESIGN FEES (BY OWNER)				N.I.C.	
PERMITS (BY OWNER)				N.I.C.	
<b>TOTAL COST</b>				<b>208,131</b>	



USF Interior Build Out – Pan American Building  
Assumptions/Clarifications/Exclusions  
October 5, 2009

1. All impact, permit, tap, meter and all governmental and utility Fees are excluded from bid.
2. General Contractor assumes power, water, and phone are adequate and available at the project. Consumption costs to be paid by Orion Bank as Owner of Building.
3. Builders Risk Insurance to be furnished by owner, including ALL deductibles.
4. There are no appliances or furniture included in this proposal.
5. We have included window blinds as outlined in the specifications.
6. All interior & exterior signage is to be supplied and installed by USF and/or Orion Bank as described in the specifications.
7. Ceilings have been assumed to be 9'6" in the classrooms and 8' in the corridors. All interior partitions are insulated with R11 3-1/2" sound insulation.
8. Existing doors will be left in place. All doors on the main corridor are assumed to be white, solid core, six panel doors to match existing. All other doors have been included as 36" x 84" x 1 3/4" solid core, premium grade white birch doors paint grade with plain-sliced faces as outlined in the specification.
9. Teaching symposiums to be supplied and installed by USF. Three Projection Screens have been excluded from this proposal.
10. Electrical branch wiring to be done in MC cable.
11. The layout of the classrooms will need to be slightly altered to accommodate existing drain lines surrounding the existing structural steel columns.
12. HVAC system includes externally lined ductwork and not internally lined as noted in the specifications. Control system is BACNET compatible and accessible via Web.
13. Flooring will be an Allowance of \$16,075 calculated as follows: Ceramic Tile in rest rooms = 250 sf @ \$6/sf and Carpeting everywhere else = 583 sy @ \$25/sy.
14. We have **Excluded** the following:
  - A. Building signage (interior & exterior)
  - B. Low Voltage Systems
  - C. Payment and Performance Bond
  - D. Hazardous Waste Removal
  - E. Fire Department "Knox-Box"
  - F. FPL Fees
  - G. All Permits & Impact Fees
  - H. Projection Screens.



The following additional covenants and conditions are incorporated into the Lease Agreement by reference:

1. The Agreement between the University of South Florida Sarasota-Manatee and the City of North Port, Florida, as further described by EXHIBIT E attached hereto, is incorporated into this Agreement.
2. Lessor is responsible for all real estate commissions.
3. USFSM may install, at its expense, one (1) illuminated identification sign on the face of the Premises facing Tamiami Trail, and one (1) illuminated tenant identification sign on the Pan American Center complex sign. All signage is subject to review and approval by the City of North Port, Florida and the Lessor.
4. Lessor agrees to change the name of the Premises from the "Magellan Building" to the "University of South Florida Building", and to commonly refer to it as such.
5. This document represents the intent to negotiate a lease agreement between the Parties, and may be modified or withdrawn at any time prior to the execution by either party without prejudice or penalty.

**USF LEASE NO. \_\_\_\_\_**

**LEASE AGREEMENT**

**EXHIBIT D**

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of North Port ("City"), a Florida municipal corporation, and the University of South Florida Sarasota/Manatee ("USFSM"), a Florida university.

### RECITALS

WHEREAS, USFSM is relocating of its office and classroom space to North Port, with the intention of establishing a permanent presence in the city, and desires to obtain certain financial assistance, support and facilities from the City; and

WHEREAS, USFSM is willing to assist in providing some educational programming for the City's staff and community at large; and

WHEREAS, the City is desirous of having a university level institution and additional educational opportunities in North Port for its staff and community members, and is willing to provide certain financial assistance, support and facilities for USFSM to relocate in North Port.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. **Recitals.** The recitals above are true and correct and incorporated herein.
2. **Definitions.**
  - A. **Campus.** The space leased by USFSM in the Pan American Professional Center Building located at \_\_\_\_\_.
3. **Funding.** The City shall provide one hundred twenty-five thousand dollars (\$125,000) for USFSM to use in its relocation to North Port and to provide for continuing educational services within North Port. Payment shall be due within thirty (30) days of execution of this agreement together with any necessary budgeting and appropriation of these funds by the City.
4. **Location.** USFSM intends to lease part of the second floor of the Pan American Professional Center Building. USFSM may change locations without breaching this agreement as long as the new location is within the boundaries of North Port. USFSM shall notify the City at least 120 days in advance of any change in location.
5. **Parking.** City shall provide and maintain fifty (50) parking spaces on the City owned property adjacent to the Campus. During the hours of 8 a.m. to 5 p.m., Monday to Friday the parking shall be reserved exclusively for the use of USFSM. These parking spaces are only provided for the Campus location, and other City provided parking may not be available if USFSM changes locations within North Port.
6. **Police.** The City will coordinate, assist, and work with USFSM security staff in providing security in the area surrounding the Campus and associated parking areas. The City will work with USFSM to provide adequate police patrols, although the City shall make the final determination as to police assignment.

USF LEASE NO. \_\_\_\_\_

LEASE AGREEMENT

EXHIBIT E

7. **Signs.** The City shall permit signs at the Campus location in accordance with its sign regulations. The sign permitting fees for USFSM signs shall be waived.
8. **Building Permit Fee.** The building permit fee associated with the construction of the interior improvements to the Campus shall be paid by the City.
9. **Property Development and Impact Fees.** The City shall waive all other City property development fees and impact fees, that are related solely to the development of the Campus. Development fees and/or impact fees related to development of another part of the Campus building not for USFSM's sole use are not waived. Development fees and/or impact fees charged by any other governmental entity cannot be waived by the City.
10. **Continuing Presence of USFSM.** Subject to funding commitments as specified by the Florida Statutes, USFSM shall commit to remain in North Port and provide educational services for at least five years. In the event USFSM is unable to remain for the full five years, for any reason whatsoever, USFSM shall repay the amount of money provided in paragraph 2, prorated for the number of months USFSM was providing educational services in North Port. This paragraph shall survive termination of the Agreement.
11. **Educational Programming.** USFSM shall assist the City in identifying and planning educational programs for the benefit of City staff and the community at large.
12. **Use of USFSM facility.** USFSM will periodically provide space within the USFSM occupied facilities for the City and the City of North Port Chamber of Commerce to use for special events, training, seminars and other similar activities. Such space shall be at no charge, and is subject to USFSM's space demands. All requests for space shall be scheduled through USFSM.
13. **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered or when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City Manager  
 City of North Port  
 4970 City Hall Boulevard  
 North Port, FL 34286-4100

To USFSM:

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14. **Entirety and Amendment.** This Agreement embodies the entire agreement between the Parties and shall only be modified by a writing signed by both parties.
15. **Governing Law.** This Agreement and the rights, duties, and remedies of the Parties shall be governed by the laws of Florida without regard to its conflicts of law rules. Exclusive venue for any action to interpret or enforce this Agreement shall be in Sarasota County.
16. **Assignment.** This Agreement shall be binding on the Parties, their representatives, successors and assigns. Neither party shall assign this Agreement or the rights or obligation hereof to any other person or entity without the prior written consent of the other party.
17. **Termination:** This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party and only after a loss of funding or breach of the agreements terms and conditions.
18. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a party hereto.
19. **Paragraph Headings.** Paragraph headings and titles are solely for convenience of reference and are not a part of this Agreement, nor are they intended to aid or govern the interpretation of this Agreement.
20. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not be deemed to affect the other parts of the Agreement, so long as the rights and responsibilities of the Parties are not materially prejudiced and the intentions of the Parties continue to be in effect.
21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

CITY OF NORTH PORT

ATTEST:

\_\_\_\_\_  
HELEN RAIMBEAU MMC  
City Clerk

\_\_\_\_\_  
DAVID J. GAROFALO, SR.  
Commission Chair

Approved as to form and correctness:

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT K. ROBINSON  
City Attorney

UNIVERSITY OF SOUTH FLORIDA,  
SARASOTA/MANATEE

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_