

Request to Develop Land on USF Campus Property

RDL 1 Form (To be completed by Requestor)

Project Name: USF Sarasota-Manatee
Draft Sublease Agreement between USF Sarasota-
Manatee and Manatee County Government

Date Submitted:	March 30, 2010
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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 draft sublease agreement with Manatee County Government for the installation of an informational sign. Please refer to the attached exhibits for information.

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: < 0.001 acres

6. Fund Source of Study: Not applicable

7. Scope of Work: See attached exhibits

8. Impact to Campus Master Plan: None

To be completed by USF FPC:

Date Received	
Agenda Submission:	
Meeting Date:	

Comments or Conditions:

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

Project Name: USF Sarasota-Manatee
Draft Sublease Agreement between USF Sarasota-Manatee and Manatee County Government

1. Requestor:	Dr. Arthur Guilford, Regional Chancellor
Address	USF Sarasota-Manatee, SMC-C305
Telephone	(941) 359-4340
Email	aguilford@sar.usf.edu
Date Submitted:	March 30, 2010

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3. Physical Boundaries (graphics): See attached exhibits

4. Acreage: <0.001 acres

5. Net square footage: Not applicable

6. Gross square footage: Not applicable

7. Funding Source: Not applicable

8. Construction budget: None

9. Project budget: None

10. Scope of Project: Sublease agreement for installation of an informational sign

11. Impact to Campus Master Plan: None

12. Schedule: Installation requested prior to September 30, 2010

13. Parking displacement/load and traffic impact: None

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

To be completed by USF FPC:

Date Received	
Agenda Submission:	
Meeting Date:	

Comments or Conditions:

Issue:

Sublease Agreement between USF Sarasota-Manatee and Manatee County Government

Proposed Action:

Approval of the attached Draft Sublease Agreement between USF Sarasota-Manatee and Manatee County Government, including Exhibits A through C, for the installation of an informational sign

Background Information:

Manatee County Government (Manatee County) owns and operates the Powel Crosley Estate located directly to the west of the USF Sarasota-Manatee (USFSM) campus. The Powel Crosley Estate has been placed on the National Registry of Historic Places, and is used by Manatee County to host meetings, conferences and cultural events that are open to the general public.

USFSM and Manatee County continue to enjoy a long-standing mutually beneficial relationship. USFSM uses the Powel Crosley Estate for public functions, most notably the Brunch on the Bay, which annually hosts more than 1,000 community leaders and USF partners. Likewise, USFSM frequently allows Manatee County to utilize the campus parking lots for community events that do not interfere with the normal campus operations.

Additionally, USFSM and Manatee County have recently partnered to pursue the installation of landscaped medians and a traffic signal along US Highway 41 that will improve the safety of persons using both institutions, as well as provide a more attractive entrance. Discussions with the Florida Department of Transportation (FDOT) are active and ongoing at this time.

The sole access to the Powel Crosley Estate is via an easement on Seagate Drive, which runs westward from US Highway 41 through the USFSM campus. The operation and maintenance costs for Seagate Drive are shared by USFSM and Manatee County.

The Powel Crosley Estate currently does not have any identification signage at the intersection of US Highway 41 and Seagate Drive, thereby making it difficult to locate for members of the general public who may unfamiliar with the area. Additionally, Manatee County is unable to adequately inform the public of events of community interest.

Manatee has requested a sublease agreement to install, operate and maintain a sign on USFSM-maintained property for a lease term of 10 years, with an option to renew for an additional 10 years upon written mutual consent of both parties. The cost of the lease to Manatee County is subject to further negotiations between USFSM and Manatee County; however, the cost will not be less than the minimum nominal rate of \$1.00 per year. The design, size, scale and layout of the sign are compatible with the adjacent USFSM identification signage, and are subject to review and approval by USFSM. All costs associated with the design, construction, operation and maintenance of the proposed sign will be borne by Manatee County.

USFSM and Manatee County have reached agreement in principle on the terms of the agreement, subject to approval by the USF Board of Trustees. The USF Sarasota-Manatee Campus Board approved the draft agreement on January 19, 2010.

The proposed sublease agreement attached hereto is presented in draft form pending final review of the document by the USF Office of General Counsel and the Manatee County Attorney's Office. Specific terms of the agreement may be modified as a result of the final review of the document and negotiations.

Supporting Documentation:

Completed RDL-1 and RDL-2 forms
Proposed USF Sublease Agreement between University of South Florida and Manatee County Government
Lease Exhibit A: Site Survey (2 pages)
Lease Exhibit B: Sign Drawing
Lease Exhibit C: Location Map

Prepared By:

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

SUBLEASE AGREEMENT BETWEEN
UNIVERSITY OF SOUTH FLORIDA SARASOTA-MANATEE
AND MANATEE COUNTY GOVERNMENT

This Sublease Agreement is made in and entered into this ____ day of _____, 20__, by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of the University of South Florida (USF) Sarasota-Manatee (hereinafter referred to as the "Sublessor") and Manatee County, Florida, a political subdivision of the State of Florida whose mailing address is P.O. Box 1000, Bradenton, Florida 34206 (hereinafter referred to as the "Sublessee" or "Manatee County"). The Sublessor and Sublessee are sometimes collectively referred to as the "parties" or individually as the "party."

WITNESSETH

WHEREAS, ~~the~~ Manatee County owns certain property located immediately to the west of the USF Sarasota-Manatee campus in Manatee County, Florida, upon which the historic Powel Crosley Estate is located; and

WHEREAS, the Powel Crosley Estate f/k/a Seagate has been placed on the National Registry of Historic Places, and was purchased and renovated by Manatee County and is operated by Manatee County as a meeting, conference and events venue open to the general public; and

WHEREAS, Manatee County is desirous of locating a sign on the western boundary of US41 (North Tamiami Trail) in close proximity to certain property in which owned by the University of South Florida Board of Trustees has a long term leasehold

interest, and upon which the campus of the University of South Florida Sarasota-Manatee is located; and

WHEREAS, the location of such signage along US41 (North Tamiami Trail) is necessary to inform the public of the location of the Powel Crosley Estate for their attendance at meetings, conferences and events with cultural and entertainment value and to display information regarding government services, activities, events or entertainment; and

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund (the "Trustees") holds the title to certain lands located in Manatee County, State of Florida, sometimes referred to as the campus of the University of South Florida Sarasota-Manatee, including certain real property described in Exhibit A hereof proposed to be subleased to Manatee County for the sole purpose of erecting a sign, as described herein, to identify events at the Powell Crosley Estate; and

WHEREAS, Sublessor and Sublessee have resolved that it is necessary and desirable to enter into this Sublease for the purpose of subleasing the Property described in Exhibit A to enable the Manatee County to erect a sign to identify meetings, conferences and events to be held at the Powell Crosley Estate; and

NOW THEREFORE, in consideration of the above recitals and covenants set forth below and other valuable consideration, it is agreed by the parties hereto that:

1. The Property. For and in consideration of the rent to be paid and of the covenants, agreements, terms and conditions specified in this Sublease Agreement, Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor the parcel of real property located in the County of Manatee, State of Florida, as more specifically described on Exhibit A attached hereto (hereinafter the "PROPERTY"), subject to the terms, conditions, limitations and restrictions of record set forth herein. It is understood and it is a condition of the granting of the Sublease that the Sublessee's interest in the Property is and shall at all times during the period of this Sublease be limited to the use of the property for the sole purpose of installing, operating and maintaining one sign owned by Manatee County to display information regarding government services, activities, events or entertainment to be held at the Powell Crosley Estate located at One Seagate Drive, 8374 North Tamiami Trail, Sarasota, Florida 34243, as set forth more particularly in Section 2 of this Sublease. Sublessee has not and shall not be considered having any rights in or to the Property or any other interest of any kind or nature therein.

2. Use: Sublessee shall use the Property solely for the purpose of building, maintaining and operating one sign owned by Manatee County to display information regarding government services, activities, events or entertainment to be held at the Powell Crosley Estate. The Sublessee shall at its sole expense build, develop and operate the sign at the Powell Crosley Estate in accordance with the sign diagram labeled Exhibit B attached hereto and made a part of by reference. The sign shall be as substantially depicted in Exhibit B and in no event shall the sign exceed five (5) feet in

width, and thirteen (13) 12.2 feet in length, and thirteen (13) feet in height. Powell Crosley sign exceed 13.0 feet in height, 4.13 feet.

3. Term: The term of this Sublease shall commence upon complete execution hereof by Sublessor and Sublessee and shall be for an initial term of ten (10) years and may be renewed for additional ten (10) year periods upon the mutual written agreement of the Parties. Notwithstanding the foregoing, the Sublease will terminate without further notice in the event the Property no longer has signage placed upon it by Manatee County for the Powell Crosley Estate, and, unless earlier terminated as provided herein. In such event, the Sublessee shall return the Property to its pre-construction condition, and the lease interest shall automatically revert back to the Sublessor. This Sublease Agreement may be renewed or extended by the parties as such additional term as may be agreed upon.

4. Rent: Sublessee shall pay the Sublessor, without demand, as annual rent for the Property the sum of One Dollars (\$1.00) per year which shall be due and payable on the 1st day of January of each year throughout the term hereof.

5. Access Easements: Notwithstanding any other provisions herein to the contrary, Sublessor hereby grants Sublessee and its employees, contractors, agents and invitees a non-exclusive easement for reasonable and necessary access to and from the Property, including but not limited to, access to and over Sublessor's access roads, driveways, sidewalks, open space and other such infrastructure components

adjacent to or contiguous to the Property necessary to the operation and maintenance of the Sublessee's signage described in Section 2 hereof.

6. Use of the Property: The Property shall be used by Sublessee only for the construction, maintenance and operation, in accordance with this Sublease Agreement of signage as specified in Exhibit B for the Powell Crosley Estate, and for no other purpose whatsoever without the advance written approval of Sublessor. Sublessee shall not use or permit the Property to be used in violation of any valid laws of any public or governmental authority at any time applicable thereto.

7. Acceptance of the Property: Sublessee hereby accepts the Property in its presently existing condition. Sublessor shall share with Sublessee, upon request, information in their respective control or possession relating to the condition of the Property.

8. Quiet Enjoyment: Sublessee, upon payment of the rent and upon the due performance of all other material covenants, agreements, terms and conditions of this Sublease Agreement on Sublessee's part to be kept and perform, and shall lawfully and quietly hold, occupy and enjoy the Property during the term hereof without interruption or disturbance from Sublessor or anyone claiming under or through Sublessor.

9. Utilities: Sublessee shall, at its sole cost and expense, arrange for all necessary utility connections and services to Sublessee's signage located upon the

Property. Sublessor and Sublessee shall cooperate in gaining any and all State and County approvals necessary for such easements.

10. Right of Entry for Inspection: During Sublessee's occupancy of the Property, ~~the~~ the authorized representatives or designees of Sublessor shall have the right during normal business hours and upon reasonable prior notice, to examine and inspect the condition and use of the Property.

11. Destruction and Damage: If during the term of the Sublease Agreement the Property or any portion thereof shall be destroyed or damaged in whole or in part as a result of fire, wind storm or other casualty, Sublessee shall immediately give notice of such destruction or damage to Sublessor's representative. Further, Sublessee may, at its sole option, elect to either (i) commence and complete the repair or replacement of the destroyed or damaged Property, or (ii) terminate this Sublease Agreement upon notice to Sublessor and surrender the Property to Sublessor, free and clear of any liens and encumbrances and return to the Property to its preconstruction condition.

12. Sublessor's Interest Not Subject to Liens: Sublessor's leasehold interest in the Property and the Trustee's fee interest in the Property shall not be subjected to liens or encumbrances of any nature, including but not limited to, mortgages, securing indebtedness, liens and liens arising by reason of Sublessee's construction of improvements on the Property or by reason of any other act or omission of Sublessee or any person claiming under or by or through Sublessee. All persons dealing with Sublessee are hereby placed on notice that any improvements constructed upon the

Property are the property of Sublessee and are constructed for Sublessee's use and benefit; that the Trustees and Sublessor shall not be accountable for the satisfaction of any obligations incurred in connection therewith and that Sublessee has no power, right or authority to subject the interest, assets or credit of the Sublessor's to any construction, mechanics', materialmens' indebtedness, judgment lien or any other lien or claim of lien.

13. Remedies Not Exclusive: Each right and remedy of Sublessor and Sublessee provided for in this Sublease Agreement shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law and/or in equity or by statute.

14. Unavoidable Delay—Force Majeure: If either party shall be delayed or prevented from performance of any act required by this Sublease Agreement by reasons of acts of God, strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated, performance of such act shall be excused for the period of the delay; the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

15. No Implied Waiver: The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Sublease, shall not be construed as a waiver of the requirement thereof for the future.

16. Relationship of Parties: Nothing contained in this Sublease Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or of joint venture or of any association between Sublessor and Sublessee, other than the relationship of Sublessor and Sublessee.

17. Interpretation and Definitions: The language in all parts of this Sublease Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any party.

18. Modifications: This Sublease Agreement is not a subject to modification or amendment except in writing signed by Sublessor and Sublessee.

19. Notices and Representatives: Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same is received if hand delivered or at the time the same shall be deposited in United States mail, postage prepaid, addressed to the Sublessor or the Sublessee signed by the recognized representatives, respectively, and addressed as provided below until either party provides written notice of different representatives or address. Notwithstanding under those requirements, any notice of default or termination shall be sent by certified mail, return receipt requested to the other party at the address given below:

Sublessor: Dr. Arthur M. Gilford, Regional Chancellor, University of South Florida Sarasota-Manatee, 8350 North Tamiami Trail, Sarasota, Florida 34243, with a copy to the USF Office of the General Counsel, 4202 E. Fowler Av. ADM250, Tampa, Florida 33620.

Sublessee: Mr. Edward Hunzeker, Manatee County Government, Manatee County Administrator, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205, with a copy to Mr. Tedd N. Williams, Jr., Manatee County Attorney, Manatee County Attorney's Office, P.O. Box 1000, Bradenton, Florida 34206.

Either party may change its representative or address provided written notice to the other party.

20. Applicable Law: This Sublease shall be governed and construed in accordance with the applicable laws of the State of Florida. An action at law, suit in equity or judicial proceedings for the enforcement of this Sublease Agreement or any provision thereof shall be instituted only in the Federal or State Courts located in Manatee County, Florida.

21. Counterparts: This Sublease Agreement shall be executed by the parties and several counterparts and each shall be deemed to be an original.

IN WITNESS WHEREVER, the parties have executed this Sublease Agreement the day and year above written.

Sublessor the University of South Florida Board of Trustees, a public body incorporated
in the State of Florida

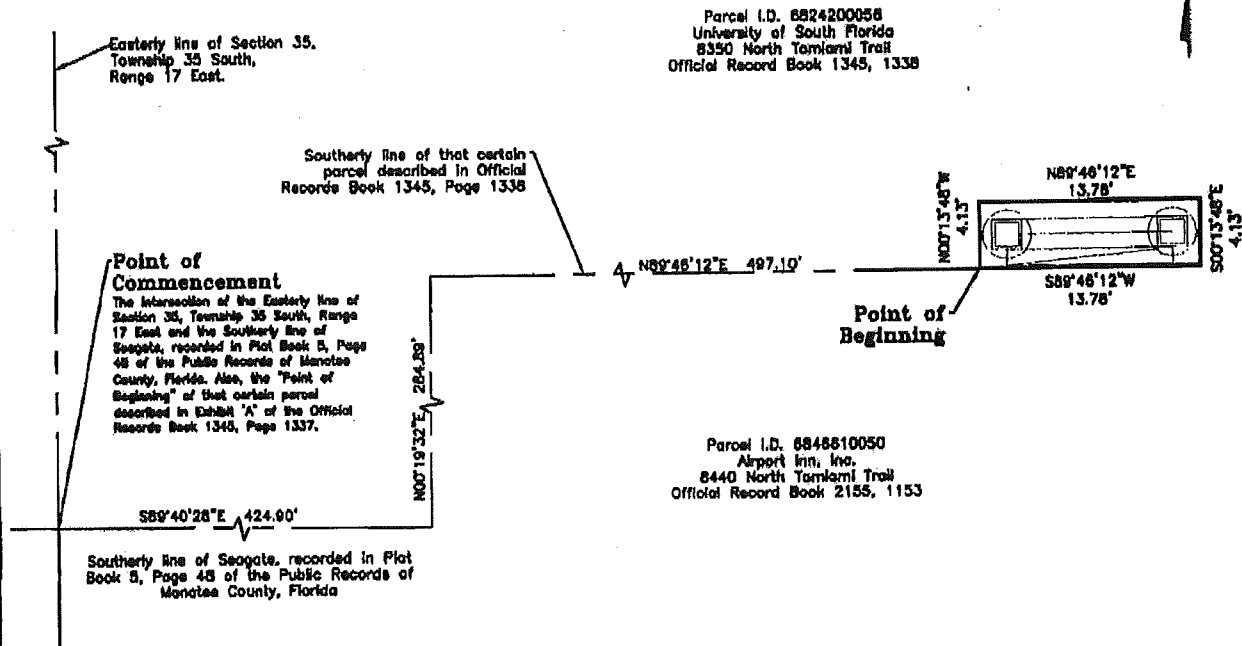
DRAFT

Sketch and Description

(NOT A SURVEY)

DESCRIPTION: Commence at the intersection of the Easterly line of Section 35, Township 35 South, Range 17 East and the Southerly line of Seagate, recorded in Plat Book 5, Page 48 of the Public Records of Manatee County, Florida and is also the "Point of Beginning" of that certain parcel described in Exhibit 'A' of the Official Records Book 1345, Page 1337; thence S89°40'28"E, along said Southerly line of Seagate, 424.90 feet; thence N00°19'32"E, 284.89 feet; thence N89°46'12"E along the Southerly line of that certain parcel described in Official Records Book 1345, Page 1338, 497.10 feet for the Point of Beginning; thence N00°13'48"W, 4.13 feet; thence N89°46'12"E, 13.78 feet; thence S00°13'48"E, 4.13 feet; thence S89°46'12"W, 13.78 feet back to the Point of Beginning.

Being and lying in Section 36, Township 35 South, Range 17 East, Manatee County, Florida. Containing an area of 56.88 Square Feet. Subject to Dedications, Reservations, Easements and Rights-of-Ways of record.



NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND/OR OWNERSHIP ARE KNOWN BY, OR WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN HEREON.

THE CONFIGURATION OF THE PROPOSED SIGN IS BASED ON DRAWING NUMBER A05108-1303-POWER CROSLEY BY INTERNATIONAL SIGN & DESIGN. ANY REVISIONS TO THE SIGN DIMENSIONS ON THE ABOVE REFERENCED DRAWING MAY RESULT IN THE SIGN NOT PROPERLY FITTING IN THE DESCRIBED AREA.

EXHIBIT OR RECORD NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER FOR INFORMATIONAL PURPOSES ONLY UNLESS SIGNED AND SEALED

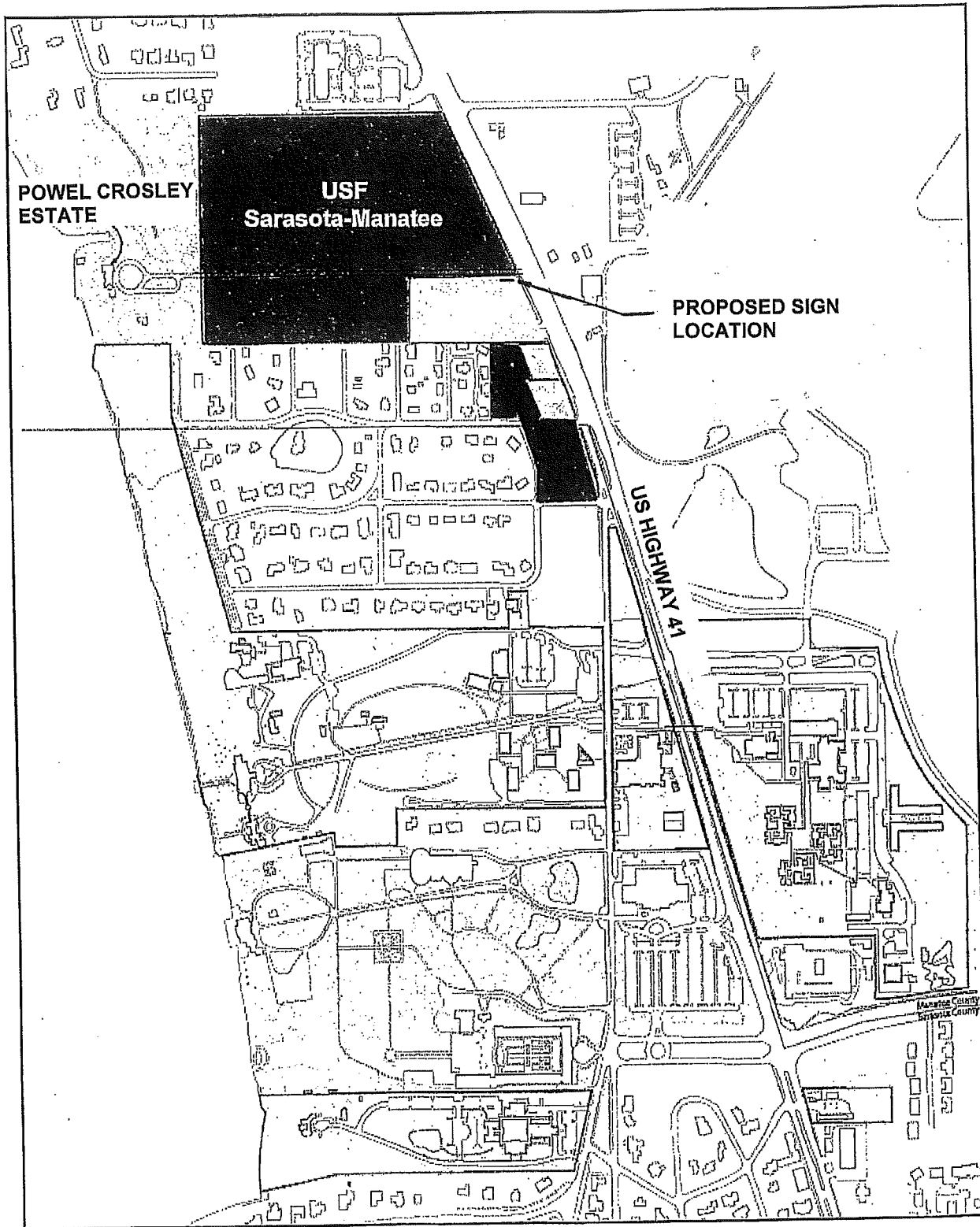
EXHIBIT A

Michael S. LaBarr, PSM
Florida Registered Professional Surveyor & Mapper LS 5616



LEGEND	
CONC.	= CONCRETE
FCM	= FOUND CONC. MONUMENT (4"X4")
FIRC	= FOUND CAPPED IRON ROD
PIR	= FOUND IRON ROD
SIIRC	= SET IRON ROD/CAP (5/8")
LB	= LICENSED BUSINESS
O.R.	= OFFICIAL RECORD
PLS	= PROFESSIONAL LAND SURVEYOR
R/W	= RIGHT OF WAY

Scale: NOT TO SCALE
DWG. No: 4550002502
Sheet: 1 OF 1
Section 36, Township 35 South, Range 17 East
DWG Date: 11/03/09



**PROPOSED SIGN LOCATION MAP
EXHIBIT C**