

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this 11th day of February, 2020 (the "Effective Date") by and between **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate, having an address at 4202 E. Fowler Avenue, CGS301, Tampa, Florida 33620 ("USF") and **MANATEE COUNTY**, a political subdivision of the State of Florida, having an address at 1112 Manatee Avenue West, Bradenton Florida 34205 ("Donor"). USF and Donor are sometime individually referred to as a "Party" and together referred to as the "Parties."

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, it is mutually covenanted and agreed by the Parties hereto as follows:

1. Property: Pursuant to and in accordance with Florida Statute 125.38, Donor hereby agrees to donate and convey to USF, and USF hereby agrees to accept as is from Donor, that certain parcel of land located in Manatee County, Florida, consisting of nine (9) acres, and as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all appurtenances to the extent pertaining to the Land, including any right, title and interest of Donor into adjacent streets, alleys, easements or rights-of-way, and any buildings, structures or other improvements on such Land, but in each case only to the extent such rights and appurtenances touch and concern the Land (the "Real Property"). The Parties agree and acknowledge the final legal description will be as provided in Exhibit "A". In addition to the Real Property, Donor shall convey and transfer or assign to USF the following, but in each case only to the extent relating to the Real Property:

(a) Improvements: Any and all improvements, if any, located on the Real Property (the "Improvements").

(b) Other Personal Property: To the extent Donor's interest is assignable, all of Donor's rights and interest in and to the following:

(i) Licenses and Permits: Donor's rights in and to any and all licenses, permits, and other governmental approvals to the extent pertaining to the Real Property and Improvements and the use thereof;

(ii) Appurtenances and Additional Interests: Any and all rights, entitlements and appurtenances to the Real Property, including, but not limited to, rights of ingress and egress, any and all air space rights and subsurface rights, mineral rights, riparian and littoral rights, together with all pertinent rights and interests pertaining to adjacent streets and roadways; and

(c) Easements: Any and all of Donor's rights in and to all easements, if any, benefiting the Real Property or the Improvements.

All of the property described in Subsections (a), (b) and (c) above together with the Real Property are hereinafter sometimes collectively referred to as the "Property". For the avoidance

of doubt, Donor does not and will not convey any right, title and interest into the above rights, privileges and appurtenances to the extent relating to other land and real estate owned by Donor and not conveyed to USF as part of the Real Property.

The above donation reflects a substantial discount from the estimated market value of the Real Property, in consideration of which the USF shall execute and deliver at closing, and shall perform, a Use Agreement, in accordance with Section 6(c) hereof, to assure that the Real Property is developed and used for the uses reflected therein.

2. Inspections:

(a) Access: USF, its counsel, accountants, agents and other representatives shall have full and continuing access upon reasonable prior notice to the Donor to the Property and all parts thereof, as well as to all relevant documents and records of the Donor as they relate to the title, the physical conditions and the development, leasing and the operation of the Property, including, without limitation, those items listed on Exhibit B (the "Property Data"). USF, its counsel, accountants, agents and other representatives shall also have the continuing right to enter upon the Property at any time upon reasonable notice to the Donor after the Effective Date for the purpose of performing surveying, engineering, environmental tests and studies, test borings and such other similar investigatory work as USF shall consider appropriate, provided that USF shall fully restore the Property to the condition it was in prior to such tests, studies and other work. USF shall further have the right to make such inquiries of tenants, governmental agencies, utility companies and other like parties and to make such feasibility studies and analyses as it considers appropriate. Donor shall reasonably cooperate with USF in connection with USF's due diligence investigation. Upon USF's request, Donor shall assist USF in scheduling appointments and meetings with representatives of governmental authorities having jurisdiction over the development and operation of its Property, any professionals acting on behalf of Donor with respect to its Property (i.e. attorneys, surveyors and engineers), and utility companies serving such Property, and upon USF's request, Donor shall exercise reasonable efforts to attend such meetings.

(b) USF is a self-insured, sovereign entity of the State of Florida, and its self-insurance limitations are provided by law. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of \$200,000 per person and \$300,000 in the aggregate per occurrence, pursuant to the terms and limitations of Sections 768.28, Florida Statutes and Chapter 284, Part II, Florida Statutes, or as amended from time to time. Worker's Compensation insurance is maintained in full compliance with Florida law. USF shall provide evidence of its self-insured status upon request. The parties agree that this is sufficient in lieu of any other insurance requirements.

(c) Inspection Contingency. From the Effective Date until 5:00 P.M. (Eastern time) on ninetieth (90th) day after the Effective Date (the "Inspection Period"), USF may elect and shall have the absolute and unqualified right to terminate and cancel this Agreement for any or for no reason whatsoever, by giving Donor written notice thereof prior to the expiration of the Inspection Period. If USF elects to terminate this Agreement, all Property Data shall be returned by USF to the Donor; and except as otherwise hereafter provided in this paragraph, the Parties shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligations to the other.

3. Representations: Donor represents to USF as of the date hereof and as of the Closing Date, and only to the best of its actual knowledge, as follows:

(a) Duly Organized: Donor is duly organized and validly existing under the laws of the State of Florida and is qualified to transact business in the State of Florida. Donor has all requisite power and authority to carry on its business as now conducted and to execute, deliver, and perform this Agreement and each of the documents executed and delivered hereunder.

(b) Duly Authorized: The execution, delivery, and acceptance of this Agreement by Donor has been duly and validly authorized by Donor.

(c) Consents: Donor has obtained all consents, approvals, authorizations and corporate actions necessary to execute this Agreement and to consummate the transaction contemplated hereby, and all documents referred to herein will be validly executed and delivered and binding upon Donor. The consummation of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation, or other restriction of any kind to which Donor or the Property is or may be bound or affected.

(d) Pending Litigation: To the best of Donor's knowledge, there are no known pending legal actions, suits or other legal or administrative proceedings affecting the Property or any portion thereof, nor has Donor knowledge that any such action is presently contemplated or threatened. In the event any such proceedings are hereinafter instituted, Donor will give USF notice thereof and Donor shall dispose of such proceedings prior to Closing.

(e) Condemnation: There are no condemnation or eminent domain proceedings pending, or contemplated against the Property or any part thereof, and Donor has received no notice of the desire of any public authority or other entity to make or use the Property or any part thereof.

(f) Notice of Violations: Donor has received no notice of, and to the best of its knowledge there is no violation of, any law, regulation, ordinance, order, restrictive covenant, or other requirement affecting the Property.

(g) Hazardous Waste: As of the Effective Date, Donor has received no notice of, and to the best of its knowledge there is no portion of the Property is used or, during the period of Donor's ownership of the Property, no portion of the Property has been used, for the storage, processing, treatment or disposal of "hazardous waste";

(h) Parties in Possession: There are no adverse parties in possession of the Property or of any part thereof and there are no parties in possession thereof except Donor, and no Party has been granted any license, lease, or other right relating to the use or possession of the Property.

(i) Pending Contracts: There are no contracts or other obligations outstanding for the sale, exchange or other transfer of the Property or any portion thereof.

(j) Archeological: Donor has received no notice of, and to the best of its knowledge there is no archaeological, anthropological, or historical finds, objects, or sites in, on, or about the Property.

At Closing, Donor shall, in writing, reaffirm to the USF the truth and correctness, as of the Closing Date, of each of the representations set forth above. All of Donor's representations shall survive any inspection or investigation made by or on behalf of USF and shall survive the Closing for twelve (12) months.

4. Radon Gas - 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 PUBLIC HEALTH UNIT. Donor represents that it has received no notice and is not otherwise aware of the presence of radon gas at the Property in excess of applicable governmental limitations.

5. Title, Survey, Environmental Reports:

(a) Title Commitment: USF, at its sole cost and expense, shall cause the title agent of USF's choice to issue and deliver to USF within ten (10) days from the Effective Date, an ALTA title commitment ("Title Commitment"), accompanied by one copy of all documents affecting the Property and which constitute exceptions to the Title Commitment. USF shall give Donor written notice (the "Title Notice") on or before fifteen (15) days after delivery of the Title Commitment and copies of the exceptions and the Survey (whichever is delivered last) if USF objects to any of the title exceptions. In the event that USF objects to any title exceptions, USF shall state in the Title Notice which exceptions to the Title Commitment are unacceptable. All title exceptions not timely objected to by USF shall be deemed "Permitted Exceptions." USF may at any time waive in writing its objection to title and accept title to the Property subject to the exceptions objected to by USF. In the event USF does not waive its objections (as set forth in the Title Notice) and if Donor is unable or refuses to remove the matters within fifteen (15) days after receipt of the Title Notice, USF may, at its option (i) accept title subject to the objections raised by USF, in which event said objection(s) shall be deemed waived for all purposes, or (ii) rescind this Agreement, whereupon this Agreement shall terminate. USF shall elect one of the two options specified in the preceding sentence within five (5) business days after USF receives notice from Donor that Donor is unable to remove such other exceptions objected to by USF. In the event that USF fails to timely make such election, USF shall be deemed to have elected to rescind the Agreement pursuant to option (ii) above.

(b) Survey. Within sixty (60) days after the Effective Date, USF, at its sole cost and expense, may cause an ALTA survey to be made of the Property by a reputable surveyor registered under the laws of the State of Florida and delivered to USF and Donor (the "Survey"). If the Survey shows (a) any encroachments on the Property or that improvements, located on the Property encroach on other lands (hereinafter collectively referred to as "Encroachments") or (b) that there are gaps, gores, overlaps or other violations of this Agreement or any other fact that will prevent the elimination of the survey exception from the Title Commitment, other than the

Permitted Exceptions (hereinafter collectively referred to as "Survey Defects"), notice to that effect shall be given to Donor contemporaneously with the delivery of the Title Notice. Failure to so notify Donor shall be deemed a waiver of such survey objection. USF shall have the option of terminating this Agreement within five (5) days from receipt of such notice or proceeding with the Closing and waive any such Encroachments and/or Survey Defects. If USF elects to terminate this Agreement pursuant to this section, this Agreement shall terminate and be of no further force and effect and none of the Parties hereto shall have any further obligation under this Agreement. If Donor does not receive written notice from USF so terminating this Agreement within the aforementioned five (5) day period, USF shall be deemed to have elected to rescind this Agreement pursuant to this subparagraph (c).

6. Conditions to Closing: The Donor's and USF's obligation to close the transactions described herein are subject to the following conditions and covenants:

(a) All of the representations made by the Donor in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date with the same effect as if such representations had been made at and as of the Closing Date.

(b) This Agreement shall be subject to approval by the full board of trustees of USF.

(c) At least 30 days prior to closing Donor and USF shall execute and deliver a Use Agreement reflecting the uses described in Exhibit "C" attached hereto, which shall be subject to acceptance by the County's Board of County Commissioners in its legislative and contractual discretion.

In the event that any of the conditions contained in this Section 6 are not satisfied on or prior to the date that is one hundred eighty (180) days after the end of the Inspection Period, USF and Donor shall have the option to either waive such condition or conditions and proceed to Closing or terminate this Agreement.

7. Closing: The donation contemplated by this Agreement shall close at the offices of the title agent of USF's choice, located in Florida, on the date that is no earlier than thirty (30) days after the end of the Inspection Period and once conditions in Section 6 have been satisfied (the "Closing Date").

8. Closing Costs and Adjustments: At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Donor and USF, as follows:

(a) Adjustments and Prorations:

(i) Real Estate Taxes: Pursuant to Florida law, the Donor and USF are immune from taxation.

(ii) Certified/Pending Liens: Certified, confirmed and ratified governmental liens as of the Proration Date shall be paid by the Donor. Pending liens as of the Proration Date shall be assumed by the USF, provided, however, that where the improvement has been substantially completed as of the Closing Date, such pending lien shall be considered as

Agreement and/or the consummation of the donation contemplated hereby and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction.

11. Assignment: USF shall not assign or transfer any of its rights under this Agreement, other than to a legally recognized entity that is either a support organization of or otherwise controlled by USF, without Donor's prior written consent.

12. Condemnation: In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing, resulting in a taking of any portion of the Property (prior to Closing thereon), USF shall have the option to be exercised within ten (10) business days from being advised of such proceedings (i) to cancel this Agreement and the Parties shall thereupon be relieved of any and all further responsibility hereunder and neither Party shall have any further obligation or liability to the other; or (ii) to close the transactions contemplated by this Agreement, in which event Donor shall assign any applicable condemnation or eminent domain award to USF. The terms and provisions of this Section 12 shall survive the Closing.

13. Risk of Loss:

(a) In the event of damage or destruction to the Property or any portion thereof prior to the Closing in an amount not exceeding SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) USF and Donor shall consummate the donation of the Property pursuant to this Agreement.

(b) In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) to be determined by a third party mutually acceptable to both USF and Donor, USF may terminate this Agreement upon written notice to Donor.

14. Notices: All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if and when hand-delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service) or certified or registered mail, return receipt requested, through the United States Postal Service with sufficient postage prepaid, to the Parties hereto at their respective addresses set forth below or such other address as either Party shall designate by notice pursuant to this paragraph .

The University of South Florida

Eddie Beauchamp
Regional Vice Chancellor, Business and Financial Affairs
8350 N. Tamiami Trail
Sarasota, Florida 34243
941 359 4279
Erbl@sar.usf.edu

(941) 748-4501 x 3750
(941) 749-3089 (facsimile)
Mitchell.palmer@mymanatee.org

It is expressly understood and agreed to between the Parties that counsel for the USF and Donor are authorized to give notice on behalf of their respective clients.

15. Announcements: Donor and USF shall consult with each other in advance with regard to all press releases and other announcements issued prior to the Closing concerning this Agreement or the transactions contemplated hereby and, except as may be required by applicable laws or the applicable rules and regulations of any governmental agency, neither Donor nor USF shall issue any such press release or other such publicity prior to Closing without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

16. Captions and Headings: Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

17. No Waiver: No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

18. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

19. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

20. Post-Closing Survival: In the event of any inconsistency between one or more provisions of this Agreement and the provisions in the documents executed and delivered at Closing, including without limitation, each of the mutually agreed upon documents referenced in Sections 6 and 9 of this Agreement (the "Closing Documents"), the provisions set forth in the Closing Documents shall control.

21. Governing Law: This Agreement shall be construed and interpreted according to the internal laws of the State of Florida.

22. Gender: All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

23. Interpretation: This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that Donor and USF have contributed substantially and materially to the preparation of this Agreement. Wherever used in this Agreement, "any" means

“any and all”; “including” is without limitation; “may not” and other negative forms of the verb “may” each are prohibitory; and “will”, “must” and “should” each are mandatory. Unless this Agreement expressly or necessarily requires otherwise, (i) any time period measured in “days” means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday or legal holiday automatically will be extended to the next day so that it is not a Saturday, Sunday or legal holiday; (ii) any action is at the sole expense of the Party required to take it.

24. Entire Agreement: This Agreement and the Exhibits attached hereto contain the entire agreement between the Parties. There are no promises, agreements, conditions, undertaking, warranties, or representations, oral or written, express or implied between the Parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the Party against whom enforcement is sought.

25. Time of the Essence: Time is of the essence in respect to this Agreement.

26. Venue: USF and Donor agree that the venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Manatee, State of Florida.

27. Waiver of Jury Trial: DONOR AND USF WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: *Robin Potts, DC*
Deputy Clerk



G. Lomanno
Print Name: G. Lomanno

April Ingram
Print Name: April Ingram

“DONOR”

MANATEE COUNTY, a political
subdivision of the State of Florida

By: Board of County Commissioners

By: *Betsy Benac*
Print Name: Betsy Benac
Print Title: Chairperson
Date: 2/11/2020

“USF”

**THE UNIVERSITY OF SOUTH
FLORIDA BOARD OF TRUSTEES**, a
public body corporate

Nick J. Trivunovich
By: *Nick J. Trivunovich*
Print Name: Nick J. Trivunovich
Print Title: Chief Financial Officer & Vice
President, Business & Finance
Date: 01/28/2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Hilary Black
Hilary Black, JD, MPH
Senior Associate General Counsel – University of South Florida

LIST OF EXHIBITS

EXHIBIT "A" LEGAL DESCRIPTION - REAL PROPERTY
EXHIBIT "B" LIST OF PROPERTY DATA
EXHIBIT "C"
EXHIBIT "D" CONCEPTUAL PLAN DRAWING

EXHIBIT "A"

LEGAL DESCRIPTION - REAL PROPERTY

Exhibit "A"
Description and Sketch
 (NOT A SURVEY)

DESCRIPTION: A portion of that parcel recorded in Official Records Book 1345 Page 1337 of the Public Records of Manatee County, Florida, being in Section 35 Township 35 South, Range 17 East and being more specifically described as follows:

COMMENCE at the Southeast corner of said parcel; thence N00°24'47"E, 338.38 feet along the easterly boundary line of said parcel to the POINT OF BEGINNING; thence N89°41'19"W, 47.25 feet; thence N59°28'57"W, 120.92 feet; thence N23°58'45"W, 211.74 feet; thence S89°57'47"W, 497.51 feet to the waters of Sarasota Bay; thence northerly along said water the following; (5) calls: (1) N20°11'21"W, 177.94 feet; (2) N31°13'46"W, 248.53 feet; (3) N00°37'05"E, 24.86 feet; (4) S87°33'58"W, 44.56 feet; (5) N70°52'56"W, 15.22 feet to the northerly boundary line of said parcel; thence S80°54'03"E, 974.63 feet along said northerly boundary line to said easterly boundary line; thence S00°24'47"W, 671.70 feet along said easterly boundary line to the POINT OF BEGINNING.

Containing 301950 square feet, or 6.90 acres more or less

RESERVED TO MANATEE COUNTY: Drainage Easement, Official Record Book 1036, page 2246.

- NOTES:**
1. This Description and Sketch does not certify as to accuracy, title, zoning, easements, or freedom of encumbrances.
 2. Subject to assessments, dedications and restrictions of record not provided to the surveyor and mapper.
 3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
 4. The basis of bearings is the 1°s Easterly Boundary Line of Parcel recorded in Official Records Book 1345, page 1337 which bears S11°24'47"W (Grid).
 5. The Description on page 1 is incomplete without the Sketch on Page 2.



7th E-36 12/16/2019
 Todd L. Boyer, R.S.M.
 Florida Registered Surveyor # 68229 (D)

Drawing File:
 S:\SURVEY\2019 Jobs\
 2019104 - Gately Estate
 _LEG - Description and
 Sketch\CAD_DRAW

Sheet: 1 OF 2

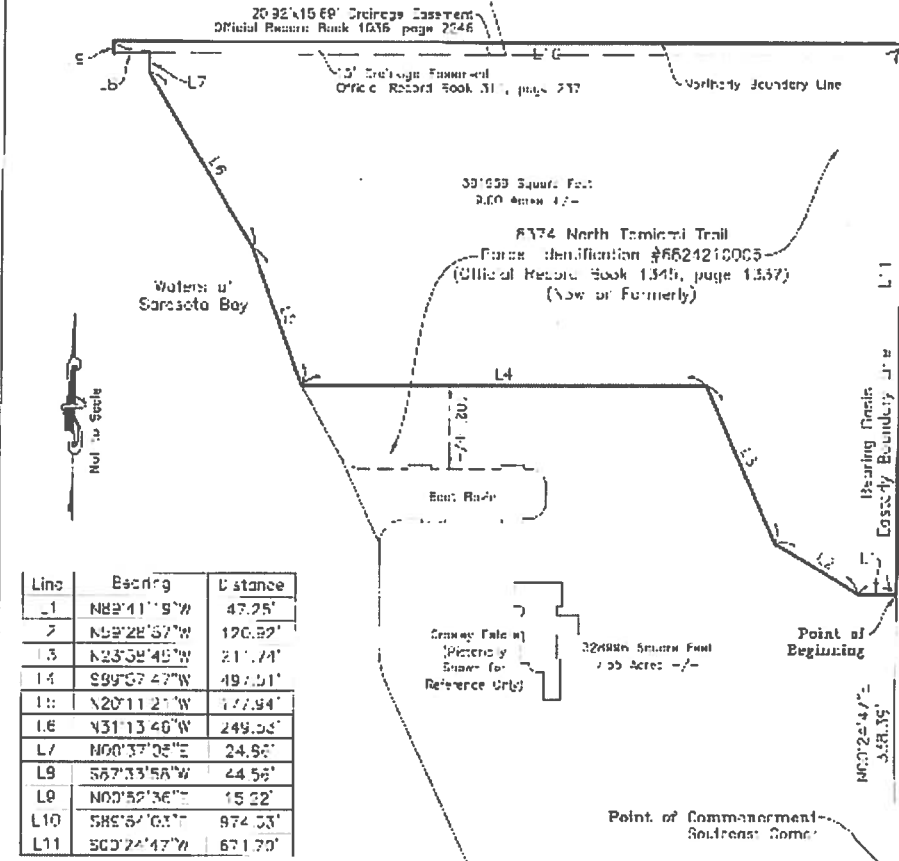
Section 35, Township 35
 South, Range 17 East

Drawing Date: 06/20/19

Exhibit "A"

Description and Sketch

(NOT A SURVEY)



| Line | Bearing | Distance |
|------|-------------|----------|
| L1 | N82°11'9"W | 47.25' |
| L2 | N59°28'57"W | 170.87' |
| L3 | N23°38'45"W | 211.77' |
| L4 | S99°57'47"W | 491.51' |
| L5 | N20°11'21"W | 177.94' |
| L6 | N31°13'40"W | 249.58' |
| L7 | N00°37'05"E | 24.98' |
| L8 | S67°13'58"W | 44.58' |
| L9 | N00°52'36"E | 15.22' |
| L10 | S85°57'03"E | 874.53' |
| L11 | S03°22'47"W | 671.70' |



See Page 1 of 2 for Description, Signature & Seal

- BTP - BEARING POINT
- CRB - COUNTY RECORD BOOK
- CS - CURVE
- PC - POINT OF COMMENCEMENT
- PD - POINT OF DEPARTURE
- PB - POINT OF BEGINNING
- PL - POINT OF LINES
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Drawing Plot:
 15.13.18.2004.pdf
 20030801_Crossy Estates
 _JSP - Description and
 North\JAD_03\15

Sheet 2 OF 2
 Section 35, Township 35
 South, Range 17 East
 Drawing Date: 05/20/10

EXHIBIT "B"

List of Property Data

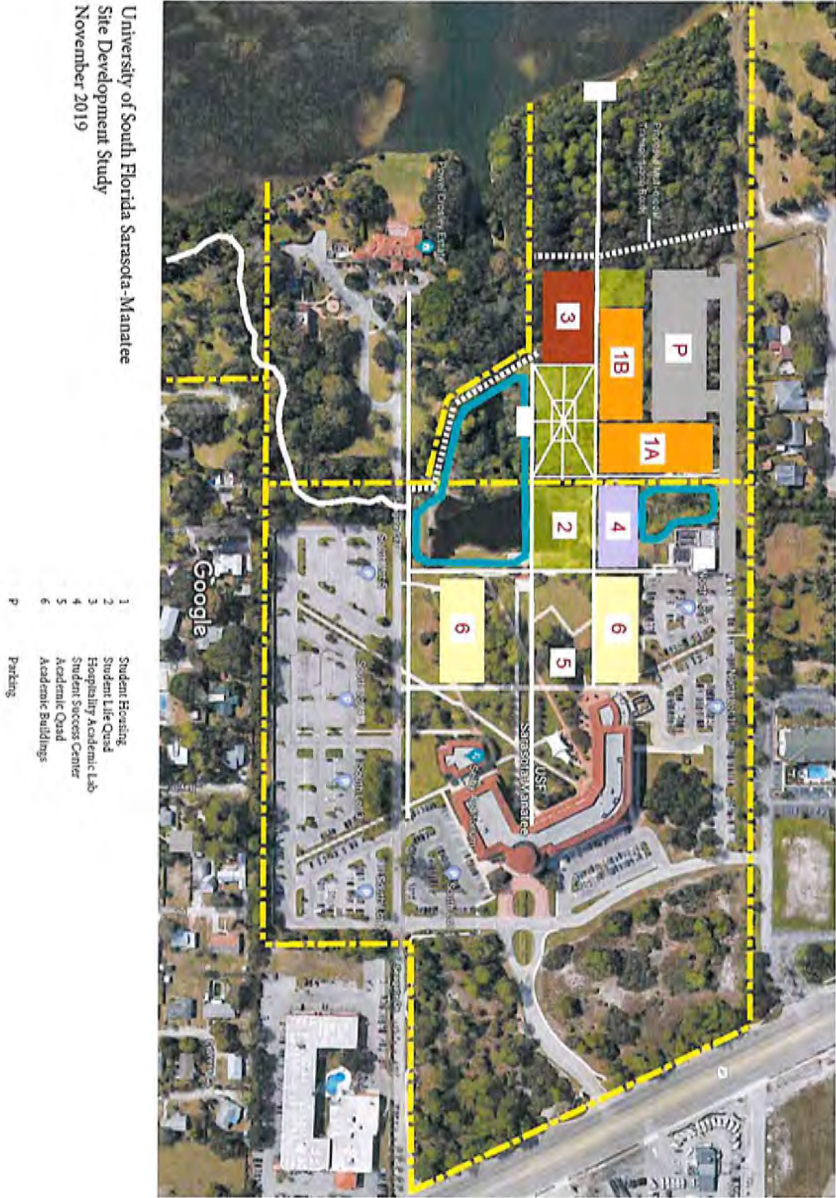
1. Copy of most current survey of the property in Donor's possession.
2. Copy of most recent title policy affecting the Property.
3. Copies of the most recent tax bills.
4. Copies of all contracts, leases, and service contracts now in effect relating to the Property's operations.
5. Copy of any existing a Phase I Environmental studies and Phase II Environmental studies and engineering reports in Donor's possession.
6. Copy of all licenses and permits or other documents indicating compliance with any applicable governmental requirements.
7. Copy of any property inspection reports and soil reports, on the Property.
8. Copies of proposed budgets for prior and current year, and any miscellaneous materials in Donor's possession relating to the Property reasonably requested by USF.
9. Any other documents and records of the Donor related to the title, physical conditions and development, leasing and operation of the Property.

EXHIBIT "C"

Prior to the Closing, Donor and USF shall agree upon a mutually acceptable agreement regarding the usage of the property including terms as described below.

1. Designated section of land to be held as greenspace and protected by conservation easement. Parties agree that foot paths and other ancillary uses to enjoy the greenspace are permitted within the designated area.
2. USF will extend the existing multi-purpose trail so that it connects the neighborhoods to the north and south of the USF campus and allow the trail to be available to the public.
3. Existing architecture style must be preserved and remain consistent with the addition of future campus buildings on the conveyed property.
4. Any building on the conveyed property is subject to a height limit of four (4) stories.
5. USF will install a control fence at the southern end of the conveyed property adjacent to the Powel Crosley estate. The fence will be consistent with the existing fence design of the Powel Crosley Estate entrance. The purpose of the fence is to maintain a separation between campus property and the Powel Crosley Estate property.
6. Upon Closing, USF's campus security measures will be extended to include the conveyed property as part of the Sarasota-Manatee campus.
7. Manatee County will have access to meeting space on the USF Sarasota-Manatee campus, located at 8350 N. Tamiami Trail, based on availability, at 50% of the applicable rate. This does not include food and beverage requirements. All use of USFSM facility space is subject to applicable Florida law, Board of Governors and USF regulations and policies. This reduced rate shall be restricted to a five (5) year period following the Effective Date of this Agreement.
8. Manatee County employees will have access to non-academic programs and courses at USF Sarasota-Manatee either on campus at 8350 N. Tamiami Trail or online, at 50% of the applicable rate. Resulting costs will be paid by Manatee County Government. Employees enrolled in these programs and courses are subject to applicable Florida law, Board of Governors and USF regulations and policies. This reduced rate shall be restricted to a five (5) year period following the Effective Date of this Agreement.
9. When not in use by USF, USF will provide a shared use of campus parking for Powel Crosley Estate events. Parties agree that USF use takes priority over possible shared use.
10. Prior to student residency, USF will construct a wall on the northern property line along the proposed student housing parking lot. USF will install the wall consistent with the existing wall design on the southern property line. The purpose of the wall is to maintain a separation between campus property and the adjacent northern residential neighborhood.

EXHIBIT "D"
CONCEPTUAL PLAN DRAWING



Please note: This conceptual plan is provided for informational purposes only. The plan is visionary in nature and remains at USF's sole discretion.

February 11, 2020 - Regular Meeting
Agenda Item #40

Approved in Open Session 2/11/20
Manatee County
Board of County Commissioners

Subject

Execution of Donation Agreement between The University of South Florida Board of Trustees and Manatee County for property located at the Crosley Estate, Bradenton, Florida

Briefings

None

Contact and/or Presenter Information

Elliot Falcione, Director, Bradenton Area Convention and Visitors Bureau, Extension 3940

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Charles Meador, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6289

Action Requested

- Execution of Donation Agreement with The University of South Florida Board of Trustees.

Enabling/Regulating Authority

Florida Statutes, Chapter 125, County Government

Background Discussion

- Manatee County purchased the Powel Crosley Estate, a total of 16.5 \pm bayfront acres, in 1991.
- The 8 \pm acres south of the Powel Crosley boat basin, including the mansion, has become a successful special event facility that draws many out-of-town customers.
- The acreage north of the boat basin has been underutilized and its recommended to convey nine (9) acres to The University of South Florida (USF) for future student housing and a hospitality school.
- This parcel has limited development opportunities and partnering with USF would be the recommended best use of the aforementioned parcel.
- Student housing would allow the university to attract out-of-town students, including international students.
- The addition of student housing, a hospitality school, and its many assets would be advantageous to the Southwest District redevelopment initiatives.
- Student housing and a hospitality school would be constructed in areas of the parcel that would not be noticed by Powel Crosley Estate customers or detract from the ambiance of the estate.
- The trees just north of the Crosley boat basin would remain, allowing an environmental buffer and

separation.

- The County will require a wrought iron and concrete column fence, architecturally consistent with the estate, on the north side of the boat basin that would maintain security for the Powel Crosley Estate.
- USF will provide 24/7 security at the conveyed parcel north of the boat basin.
- A multi-use trail will connect South Bayfront Trail to Longbay Boulevard.
- USF will invest up to \$100,000 in due diligence, prior to closing with the County.
- USF will pay for the survey work, prior to closing with the County.
- USF will create a separation wall on the north side of the parcel (consistent with the wall that is currently on the south side of USF property) that would create a privacy buffer from the adjacent single-family homes.
- USF will facilitate two (2) public hearings for community feedback prior to finalizing their master plan.
- USF will provide discounted rates to Manatee County Government for certification classes and meeting rooms.
- Manatee County reserves a drainage easement recorded in official records book 1036, page 2246.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please return the original, executed donation agreement to Monica Luff, One Haben Blvd., Palmetto, Florida 34221

Please email a copy of the approved agenda to: Charles.meador@mymanatee.org and Monica.Luff@BACVB.com

Distributed 2/13/20, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [USF Executed Donation Agreement.pdf](#)

Attachment: [RLS-2019-0105.pdf](#)

Attachment: [Location Map.pdf](#)

February 11, 2020 - Regular Meeting

Agenda Item #2

Subject

10:00 A.M. - Item No. 40 - Execution of Donation Agreement between The University of South Florida Board of Trustees and Manatee County for property located at the Crosley Estate, Bradenton, Florida

Briefings

None

Contact and/or Presenter Information

Action Requested

Enabling/Regulating Authority

Background Discussion

See Item 40 for supporting materials.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Cost and Funds Source Account Number and Name

Amount and Frequency of Recurring Costs

From: [Joy LeggettMurphy](#)
To: [Charles Meador](#)
Subject: FW: USF & Manatee County Partnership; Campus Expansion; RLS-2019-0105
Date: Thursday, December 05, 2019 8:27:34 AM
Attachments: [USF Manatee Land Agrmt DRAFT 11072019 \(002\).docx](#)
[image001.png](#)

Sincerely,
Joy Leggett-Murphy
Property Acquisition Division Manager
Property Management Department
Manatee County Government
(O)941-748-4501 Extension 3439



From: William Clague
Sent: Friday, November 15, 2019 9:52 AM
To: Elliott Falcione <elliott.falcione@bacvb.com>; Monica Luff <monica.luff@bacvb.com>
Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Sarah Schenk <sarah.schenk@mymanatee.org>; Linda Klasing <linda.klasing@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Karen Stewart <karen.stewart@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>; Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>; John Barnott <john.barnott@mymanatee.org>; Lisa Barrett <lisa.barrett@mymanatee.org>; Geri Lopez <geri.lopez@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: RE: USF & Manatee County Partnership; Campus Expansion; RLS-2019-0105

Elliott / Monica:

As a follow up to my prior RLS response, the County and USF have negotiated changes to the draft agreement that are acceptable from a legal standpoint. Subject to the resolution of the matters reflected in the comments in the attached draft, we have no objection to the Agreement being scheduled for consideration by the Board. We express no opinion as to the business decision to enter into the transaction.

William Clague, Chief Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West

Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

From: William Clague

Sent: Thursday, August 22, 2019 9:53 AM

To: Elliott Falcione <elliott.falcione@bacvb.com>; Monica Luff <monica.luff@bacvb.com>

Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Sarah Schenk <sarah.schenk@mymanatee.org>; Linda Klasing <linda.klasing@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Karen Stewart <karen.stewart@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>; Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>; John Barnott <john.barnott@mymanatee.org>; Lisa Barrett <lisa.barrett@mymanatee.org>; Geri Lopez <geri.lopez@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>

Subject: USF & Manatee County Partnership; Campus Expansion; RLS-2019-0105

Elliott / Monica:

Pursuant to the above Request for Legal Services you have asked for the advice and assistance of this Office in negotiating and drafting agreements for the transfer of a portion of the Crosley Mansion Property (Property) to the University of South Florida (USF) for the expansion of the USF campus. The following facts are relevant to our response:

1. The County owns and operates the Crosley Mansion as a meeting facility under its tourist development program. USF has asked the County to convey a considerable portion of the of the Property to USF for the campus expansion.
2. USF has provided the County with a conceptual plan of the campus expansion, which includes among other things student housing, recreational facilities, academic buildings and a “hospitality academic lab”, reflecting discussions between the County and USF regarding the potential for the creation of a hospitality school at USF.
3. Because the County will continue to operate the Crosley Mansion as a County meeting facility, it is also important to the County that a fence be constructed to separate the Crosley Mansion from the expanded campus.

USF has submitted a draft donation agreement (Agreement) to govern the transfer of the Property. I provide the following comments to the Agreement regarding legal issues identified by this Office (I have also flagged business issues for consideration by staff, that I will explain separately below):

1. Attached is a redlined revision of the Agreement (in both Word and pdf format) reflecting my suggested changes and comments. The Agreement appears to follow a standard form used by USF for donations of land by private landowners, which may explain why some of the terms should be modified to suit this transaction.

2. I have added language to Sections 1 and 6.C. tying the intended uses to the donation. As submitted by USF, the Agreement refers to a term sheet (Exhibit C) for an agreement governing the use of the Property, and provides that such an agreement will be negotiated prior to closing. Per the longstanding practice of this Office, we advise that a use agreement should be negotiated and drafted concurrently with this Agreement, and attached as an exhibit. Our advice is driven by the need to spell out the intended uses as consideration for the transfer. We also anticipate that our Board will want to see the details of the intended uses when asked to approve the transfer. This Office has drafted similar agreements in the past, and is prepared to do so in this transaction, provided that USF's legal counsel has no objection.
3. I have marked Section 6.D for deletion. This Section required the County to complete a rezoning of the Property to allow the intended uses. We advise against this, since the permitted land uses within the USF campus will be governed by a campus master plan approved pursuant to Section 1013.30, Florida Statutes. That process must be initiated by USF as owner of the Property in its capacity as a state university.
4. I have also flagged provisions in Section 13 regarding insurance policies. By copy of this response to Linda Klasing I ask that she let us know if any insurance policies exist that would be subject to these provisions. If not, the flagged provisions should be deleted.
5. In prior discussions with staff, we asked that the Property Acquisition Division research the history of the acquisition of, and title to, the Property, to verify that the County has the authority to transfer it to USF for the intended uses. We will need to see the results of that research before we can advise the County to approve the Agreement.
6. We have advised you of the inherent risk of relying upon use restrictions on the Property once it has been conveyed to USF. This in no way reflects upon USF's status as a reliable partner. Rather, it reflects that USF is—like the County—a component of the government of the State of Florida, whose commitments are subject to sovereign immunity and the availability of public funds. USF has indicated that it has funds to construct the student housing components of the conceptual plan, and possibly some improvements (such as the fence and a multi-use trail), but not the other proposed uses (such as a hospitality school). While this is not necessarily a reason to reject the transaction, the County should recognize that USF's commitments to expand the campus and include a hospitality school are, at this point, aspirational, and not legally enforceable in a court of law.

I have also made comments identifying the certain business issues for staff consideration. While these concerns do not constitute legal issues, staff should consider them before proceeding with the transaction. The business issues are:

1. I have flagged provisions of Sections 3, 4, 6 and 9 that provide for warranties from the County, and obligations of the County to cure title defects and encroachments. As noted in my comments in the margins, this is not the usual practice of the County. (Rather, the County conveys property "as is" and provides the transferee with the right to terminate if it identifies

any title defects, encroachments or adverse environmental conditions.) Staff should determine whether these provisions are acceptable from a business standpoint, after the necessary due diligence as to the title and conditions of the Property.

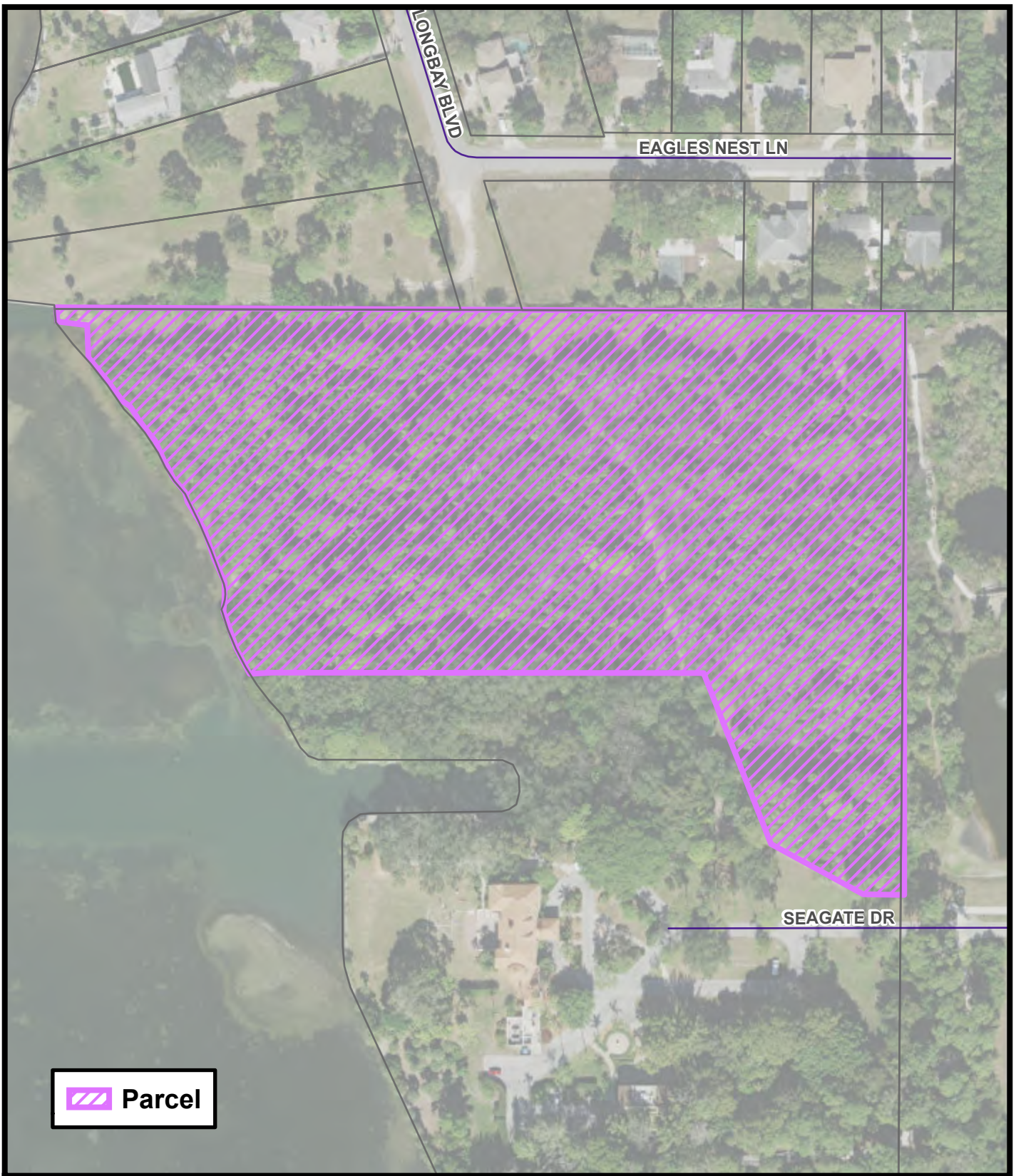
2. As noted above, reliance on a use agreement carries inherent risk. We have advised you that this could place the County in a difficult position if USF does not carry out the intended uses, particularly the obligation to construct the fence to separate the Crosley Mansion from the campus. As we have suggested in prior discussion, the County could insist that the fence be constructed on the County side of the property boundary with funds provided by USF as a condition of transfer (i.e. a “purchase price” equivalent to the cost of constructing the fence). While this would provide greater certainty with respect to the construction of the fence, it may also require significant changes to the Agreement (depending upon whether USF’s attorneys are still comfortable describing the transfer as a donation).

Because some of the issues identified above are structural in nature, I suggest that another meeting or conference call with USF and its attorneys may be worthwhile to advance the transaction.

Subject to the resolution of the above issues and any issues identified by staff, we have no objection to the Agreement being scheduled for consideration by the Board. We express no opinion as to the business decision to enter into the transaction.

This concludes my response to the RLS. Please let me know how you wish to proceed.

William Clague, Chief Assistant County Attorney
Manatee County Attorney’s Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

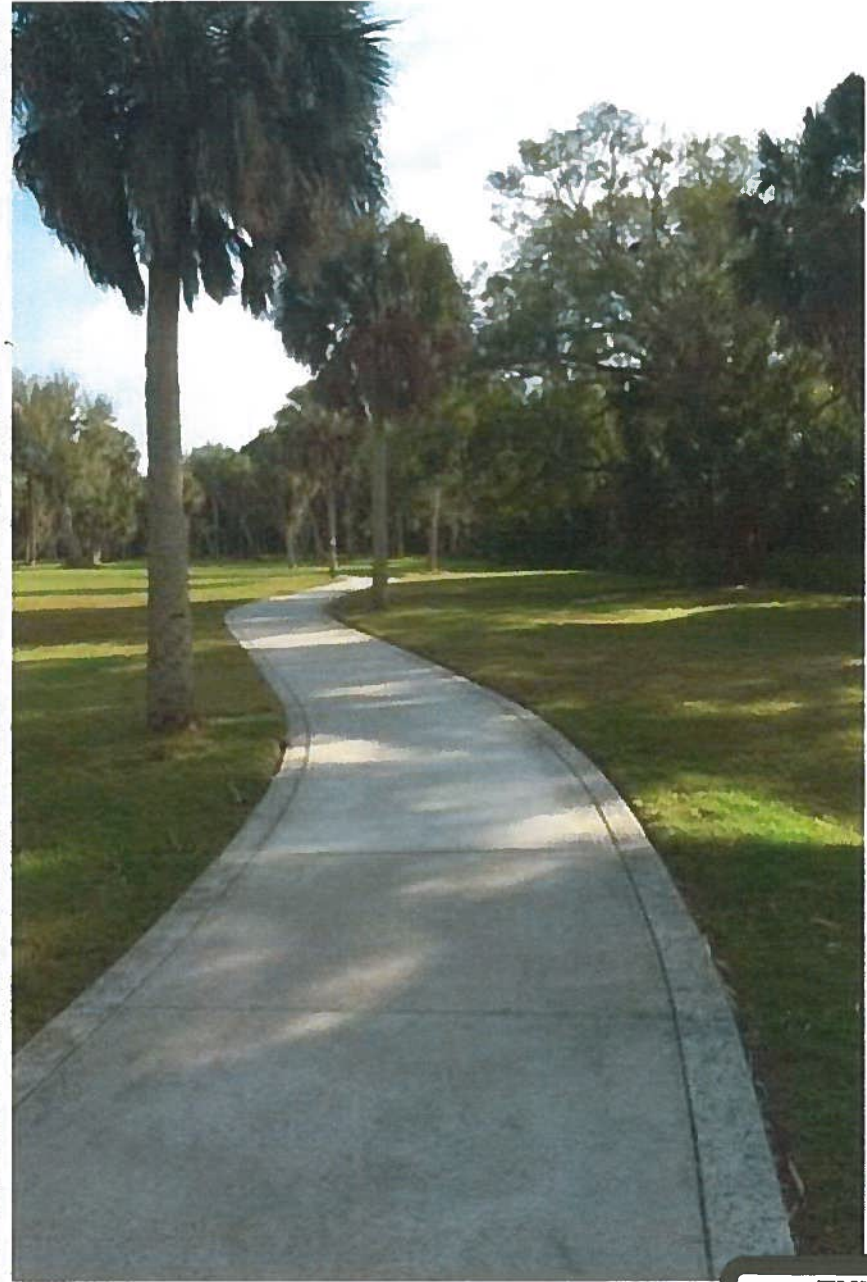


**DONATION AGREEMENT WITH
UNIVERSITY OF SOUTH FLORIDA**

**8374 NORTH TAMiami TRAIL
SARASOTA, FL 34243
PID 6824210006**

DISTRICT 4 - MISTY SERVIA





BCC EXHIBIT
E. Falcone
tabbles 40. Donation Agmt
w/ USF 2/11/20