

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING A BONUS PROVISION AGREEMENT BETWEEN THE UNIVERSITY OF TAMPA, INC., AND THE CITY OF TAMPA, IN RELATION TO REZ 26-32 FOR THE PROPERTY LOCATED AT 110 SOUTH BOULEVARD; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; DIRECTING THE CITY CLERK TO FILE A COPY OF THE FULLY EXECUTED BONUS PROVISION AGREEMENT IN THE OFFICIAL RECORDS OF THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The University of Tampa is the owner and developer ("**Developer**") of real property located at 110 South Boulevard ("**Property**"); and

WHEREAS, on September 1, 2022, the City of Tampa City Council ("**City Council**") adopted Ordinance No. 2022-148 (the "**Original Rezoning**"), which rezoned the Property pursuant to rezoning application no. REZ 22-40 to Planned Development for a mixed-use development which included residential, multi-family, strip shopping center, retail, bank, and drive-in uses; and

WHEREAS, the City and Development Ventures Group, Inc., a prior owner of the Property, entered into that certain City of Tampa Bonus Provision Agreement dated September 19, 2022, and recorded as Instrument No. 2022475500 in the Public Records of Hillsborough County (the "**Original BPA**"); and

WHEREAS, the City and Developer's predecessor-in-title, 110 South Boulevard, LLC, entered into that certain City of Tampa Bonus Provision Agreement relating to the Property, dated July 19, 2025, and recorded as Instrument No. 2025323112 (the "**Modified BPA**") to modify the amenities provided pursuant to the Original BPA and instead provide affordable housing; and

WHEREAS, application REZ 26-32 is scheduled for consideration by City Council to rezone the Property from Planned Development (PD) to Planned Development ("**PD**") to modify the entitlements and allow a residential multi-family development; and

WHEREAS, the Property is designated Regional Mixed-Use (RMU-100) on the Future Land Use Map of the City of Tampa Comprehensive Plan (the "**Comprehensive Plan**") which allows consideration of an intensity of up to 3.5 Floor Area Ratio ("**FAR**"); and

WHEREAS, the entire Property is located within the Central Business District Periphery of the Comprehensive Plan, which allows a developer to obtain a bonus of up to one hundred percent (100%) of the maximum intensity permitted within an applicable land use plan category; and

WHEREAS, the increase in intensity proposed in REZ 26-32 results in an increase in FAR from 3.5 to 5.2 ("**Incremental Bonus FAR**") which represents a value of \$1,903,452.03; and

WHEREAS, Section 27-140, City of Tampa Code of Ordinances, requires the Incremental Bonus FAR to be documented in an agreement; and

WHEREAS, the agreement describes the desired intensity increase; the penalty for noncompliance; and, the nature and timing of the proposed amenities, specifically, the Developer's obligation to secure LEED Silver Certification ("**Bonus Provision Agreement**"); and,

WHEREAS, the Parties desire to enter into the attached Bonus Provision Agreement recognizing, in part, that the aforementioned amenities will be of significant benefit to the citizens of the City.

NOW, THEREFORE

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Bonus Provision Agreement between The University of Tampa, Inc., and the City of Tampa, attached hereto as Exhibit "A" and by reference made a part hereof, is hereby approved in its entirety or in a substantially similar form.

Section 2. That the Parties agree and acknowledge that upon the execution and recordation of the Bonus Provision Agreement, the Modified BPA dated July 19, 2025, as Instrument No. 2025323112, shall be deemed terminated and of no further force or effect.

Section 3. That the Mayor of the City of Tampa is hereby authorized to execute and the City Clerk is hereby authorized to attest and affix the official seal of the City of Tampa to said Bonus Provision Agreement.

Section 4. That the City Clerk shall file a copy of the fully executed Bonus Provision Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. That this Resolution shall take effect immediately upon the effective date of the rezoning approved pursuant to REZ 26-32.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA,

ON _____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

**CHAIRMAN\CHAIRMAN PRO-TEM
CITY COUNCIL**

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
CATE WELLS
DEPUTY CITY ATTORNEY

**BONUS PROVISION AGREEMENT BETWEEN
CITY OF TAMPA AND
THE UNIVERSITY OF TAMPA, INCORPORATED, A FLORIDA NOT-FOR-PROFIT CORPORATION
REZONING NO. REZ 26-32**

THIS BONUS PROVISION AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2026, BY AND BETWEEN THE UNIVERSITY OF TAMPA, INCORPORATED, A FLORIDA NOT-FOR-PROFIT CORPORATION, ("OWNER"), AND THE CITY OF TAMPA, FLORIDA, A MUNICIPALITY WITHIN THE STATE OF FLORIDA ("CITY"), (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Owner is the developer ("Developer") of real property located at 110 S. Boulevard as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), which totals approximately 0.95 acres; and

WHEREAS, on September 1, 2022, Tampa City Council adopted Ordinance 2022-148 (the "Original Rezoning"), which rezoned the Property pursuant to Rezoning Application No. REZ 22-40 to PD for a mixed-use development which included residential, multi-family, strip shopping center, retail, bank, and drive-in uses (the "Original Development");

WHEREAS, the City and Development Ventures Group, Inc., a Delaware Corporation, a prior owner of the Property, entered into that certain City of Tampa Bonus Provision Agreement dated September 19, 2022, and recorded as Instrument No. 2022475500 in the Public Records of Hillsborough County (the "Original BPA");

WHEREAS, the City and Developer's predecessor-in-title, 110 South Boulevard, LLC, a Florida limited liability company, entered into that certain City of Tampa Bonus Provision Agreement relating to the Property, dated July 19, 2025, and recorded as Instrument No. 2025323112 in the Public Records of Hillsborough County (the "Modified BPA") to modify the Amenities provided pursuant to the Original BPA and instead provide "Affordable Housing" in compliance with Section 27-140 of the City's Land Development Code, as further set forth in the Modified BPA;

WHEREAS, Developer proposes to construct a residential multi-family development on the Property (the "Project"), as generally depicted on the site plan of rezoning petition no. REZ 26-32, attached hereto as Exhibit "B" (the "Site Plan") which rezoning was applied for in order to obtain approval for the Project and which will be considered simultaneously with this Bonus Provision Agreement; and

WHEREAS, the Property is designated RMU-100 on the Future Land Use Map of the Imagine 2040 City of Tampa Comprehensive Plan (the "Comprehensive Plan") which allows

consideration of an intensity of up to 3.5 Floor Area Ratio ("**FAR**");

WHEREAS, the entire Property is located within the Central Business District Periphery of the Comprehensive Plan, which allows a developer to obtain a bonus of up to one hundred percent (100%) of the maximum intensity permitted within an applicable land use plan category;

WHEREAS, REZ-26-32 seeks to rezone the Property from PD to PD which, if approved, allows the Developer to seek a bonus density and/or intensity pursuant to Subsection 27-140(b), City of Tampa Code of Ordinances ("**City Code**"); and

WHEREAS, the increase in intensity proposed in REZ-26-32 is for an increase in FAR from 3.5 to 5.2 ("**Incremental Bonus FAR**"); and

WHEREAS, Developer now desires to obtain the Incremental Bonus FAR in exchange for the Amenities described in Section 3 below, in lieu of the "Amenities" described in the Original BPA and the Modified BPA; and

WHEREAS, Section 27-140, City Code, sets forth those performance standards that allow for a density or intensity bonus when certain amenities are provided; and

WHEREAS, Subsection 27-140(d), City Code, provides further Developer and City must enter into a Bonus Provision Agreement describing the nature and timing of the proposed amenities, the desired increase in intensity or density, and the penalty for noncompliance; and

WHEREAS, as provided in Section 2(b), Article VIII of the Florida Constitution and in Chapter 166, Florida Statutes, municipalities have the power to enter into development agreements to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development, to enhance and expand economic activity, and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such approvals; and

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the costs of development; and

WHEREAS, the purpose of this Bonus Provision Agreement is to establish the amenities, payments, and improvements which will be provided by Developer as part of the Project (hereinafter referred to as "**Amenities**", as further defined below); and

WHEREAS, the Project will comply with the provisions of the approved REZ-26-32, approved Site Plan, and all applicable land development regulations in effect at the time of application for building permits and in accordance with this Bonus Provision Agreement; and

WHEREAS, provision of the Amenities will enhance the urban quality of life; balance or compensate the desired density/intensity of the Property; and, be of significant benefit to the citizens of the City by conferring an area-wide benefit beyond the geographic limits of the Property in furtherance of the City's strategic initiatives; and,

WHEREAS, the Project is consistent with the Comprehensive Plan.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

Section 1. RECITALS. The above "recitals" are true and correct and are incorporated herein and made a part hereof.

Section 2. PURPOSE. Per Subsection 27-140(d), City Code, the purpose of this Bonus Provision Agreement is to confirm and establish the obligations of Developer to provide the Amenities pursuant to the terms hereof in order for Developer to achieve the Incremental Bonus Density as requested by Developer in connection with development of the Project ("**Agreement**").

Section 3. DEVELOPER'S OBLIGATIONS. Pursuant to Section 27-140, City Code, in order to achieve the Incremental Bonus FAR of 5.2, Developer hereby covenants and agrees as follows with respect to the existing and future development of the Project:

- A. All payments, structures, infrastructure, improvements, conveyances and utilities, as defined in Section 3.B, are hereinafter collectively referred to as the "**Amenities.**"
- B. **Amenities & Bonus Amount.** Pursuant to Subsection 27-140(g), City Code, the amount to achieve the Incremental Bonus FAR of 5.2 is \$1,903,452.03 (the "**Bonus Amount**"). Pursuant to Subsections 27-140(c) and (f), City Code, Developer shall expend an amount equal to or greater than the Bonus Amount on Amenities, which are described hereinbelow. Prior to issuance of the first temporary or permanent certificate of occupancy for the initial phase or portion of the Project, Developer shall provide to City a certified statement of materials and costs expended towards the Amenities (the "**Certified Cost Statement**"). If the Certified Cost Statement shows a deficiency between such costs and the Bonus Amount, Developer shall be obligated to make up the shortfall and shall have the option to do so by either (i) increasing and/or expanding the Amenities

to satisfy the deficiency, provided that such increase or expansion must meet the requirements of Subsection 27-140(f), City Code, or (ii) paying to City, prior to issuance of the first permit for vertical construction of the Project, a sum of money equal to such deficiency (“Shortfall”). The Shortfall shall be applied to an available city funding source for similar or related public infrastructure, affordable housing, and/or public parking improvements.

Prior to issuance of the final certificate of occupancy for the Project, Developer shall provide the Amenities listed below:

1. **LEED Certification.** Prior to issuance of the first final certificate of occupancy, secure LEED Certification for the Project pursuant to LDC Section 27-140(f)(4). Developer’s estimate of the cost of obtaining LEED Silver Certification for the project is approximately \$1,903,452.03. A detailed cost estimate for the securement of LEED Silver certification is attached as Exhibit “C.”

C. **Substantial Change.** If Developer, in its sole and absolute discretion, determines that the Project will be developed at an intensity that does not utilize the Incremental Bonus FAR and thus, does not trigger completion of the Amenities set forth in Section 3 herein, such change shall constitute a substantial change as set forth in Subsection 27-138(7)n, City Code, as may be amended, and such change shall be processed in like manner as the original Rezoning.

Section 4. CITY’S OBLIGATIONS. City hereby covenants and agrees as follows with respect to the existing and future development of the Project:

- A. City shall diligently and in good faith process any applications for permits or other approvals necessary for the construction of the Project and the Amenities described herein.
- B. In the event of a Shortfall, City shall apply such Shortfall to an available city funding source for similar or related public infrastructure, affordable housing, and/or public parking improvements.

Section 5. INTENSITY INCREASE. In exchange for Developer’s construction, installation and/or completion of the Amenities which will serve the Project and benefit City, City hereby acknowledges and agrees that the construction, installation and/or completion of the Amenities meets the purpose and intent of the City Code and the Comprehensive Plan, and entitles Developer to the Incremental Bonus FAR in connection with the development of the Project.

Section 6. ANNUAL MONITORING REPORT. Commencing thirty (30) days following the first anniversary of the Effective Date of this Agreement and, annually thereafter for the Duration of this Agreement or until terminated pursuant to Subsection 8.M, Developer shall submit a monitoring report to the City with the following information:

- B.** Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date. Such summary shall include development activity approved pursuant to REZ-26-32 and status of completion of the Amenities described in Subsection 3.B herein.
- C.** If no additional development pursuant to REZ-26-32 has occurred since the submission of the previous report, then a letter from Developer stating that no development has occurred shall satisfy the requirement for a report.

Section 7. PENALTY FOR NONCOMPLIANCE. Failure to comply with the obligations outlined in Subsection 3.B and/or Section 6 herein shall serve as a basis for denial of the temporary or final certificate of occupancy ("CO") for the Project. However, prior to any such denial on the basis of noncompliance, City, through its Zoning Administrator, shall issue a notice of noncompliance to Developer describing the event or condition of noncompliance in sufficient detail to enable a reasonable person to determine the action necessary to cure the noncompliance, and shall provide Developer with adequate opportunity after such notice to remedy any such noncompliance. In the event Developer fails to comply with any required obligation set forth herein after City has issued its final CO, City shall have the right to enforce this Agreement through specific performance or other remedies provided for in the City Code or other applicable law.

Section 8. MISCELLANEOUS.

- A. Bonus Provision Agreement Requirements.** Developer and City agree that the following statements and representations are true: i) no reservation or dedication of land for public purposes is required or necessary by City, provided however nothing herein shall prevent other regulatory agencies from requiring a reservation or dedication of land through their permitting processes; ii) all local development permits required by City Code or other law(s) shall be obtained, regardless of whether this Agreement addresses the particular permit or requirement; and, iii) all conditions, terms, restrictions, and other requirements determined to be necessary by City for the public health, safety or welfare are provided for herein.
- B. Binding Effect; Entire Agreement; Assignment.** This Agreement is made for the sole benefit and protection of the Parties and no other person, party or entity shall have any right or cause of action hereunder. This Agreement constitutes the entire agreement between the Parties and shall inure to and be binding

upon the Parties hereto and, subject to the provisions of this Subsection 8.B, their respective successors and assigns. No oral agreement or conversation with any officer, agent or employee of City or Developer, either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon City or Developer. Developer shall have the right to assign its rights under this Agreement, in whole or in part; provided however, Developer shall have the right to assign its obligations under this Agreement only in whole but not in part. In any case, Developer shall give notice to the City of any such assignment. If the event of an assignment by Developer of all of its obligations, all the obligations under this Agreement shall be deemed assumed by the assignee and Developer shall thereafter have no further obligation with respect to such obligations.

- C. **Applicable Law; Jurisdiction; Venue.** This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida.
- D. **Separate Agreement.** This Agreement is not a "Development Agreement" as defined in Section 163.3220, Fla. Statute, as amended.
- E. **Attorneys' Fees.** If it becomes necessary for any Party to enforce its rights under the terms of this Agreement, then each Party shall bear its own attorney's fees and court costs, including all trial and appellate litigation fees and costs.
- F. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one Party than the other.
- G. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if fully set forth herein.
- H. **Captions or Paragraph 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 of intent of this Bonus Provision Agreement nor the intent of any provision hereof.
- I. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

- J. **Effective Date.** This Agreement shall become effective upon proper recordation by Developer pursuant to Subsection 8.R, below.
- K. **Duration.** This Agreement shall be for a term of thirty (30) years, unless earlier terminated as provided in Subsection 8.M, below, or extended by mutual consent of the Parties and approved by City Council.
- L. **Amendment.** This Agreement may be amended only by mutual written consent of the Parties and approval by City Council.
- M. **Termination.** If the Developer, in its sole and absolute discretion, determines that the Project will not be constructed, Developer shall notify City in writing that this Agreement is terminated, in which event the Parties hereto will have no further rights, obligations or liabilities hereunder.
- N. **Further Assurances.** Without limiting Developer's termination rights as set forth in Subsection 8.M, above, each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other Party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.
- O. **Waiver.** The exercise by City of any right or remedy to enforce its rights under this Agreement shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded City by this Agreement or by applicable Laws. The failure of City in one or more instances to insist on strict performance or observation of one or more covenants or conditions of this Agreement, or to exercise any remedy, privilege or option conferred by this Agreement on or reserved to City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy. No waiver by City of any of the provisions of this Agreement or any of City's rights, remedies, privileges, or options under this Agreement shall be deemed to have been made unless made by City in writing.
- P. **Notices.** All notices and deliveries which are required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, certified mail return receipt requested or by email addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time: (i) on such business day when delivered

by personal delivery and signed for by the recipient between the hours of 9:00 AM and 5:00 PM on a business day; or (ii) on the next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service, e.g., FedEx, which provides evidence of delivery.

For the City: Zoning Administrator
City of Tampa Land Development Coordination
2555 E. Hanna Avenue
Tampa, FL 33610
Email: eric.cotton@tampagov.net

With a Copy to: City Attorney's Office
City of Tampa
315 East Kennedy Boulevard
Tampa, FL 33602
Email: CityAttorney@tampagov.net

For the Owner and University of Tampa
Developer: Design, Construction, and Facilities Department
401 W. Kennedy Blvd.
Tampa, FL 33606
Attn: Scott Gossen

The addresses to which notices are to be sent may be changed from time to time by notice delivered to the other Party. For the purposes of this Agreement a "business day" shall mean any day that national banks in Hillsborough County, Florida are required to be open for business, excluding Saturdays and Sundays.

- Q. **Periodic Review.** City may conduct periodic review of this Agreement to determine if Developer has demonstrated good faith compliance with the terms hereof.

- R. **Execution, Recordation and Filing.** This Agreement shall be executed by Developer in advance of the first public hearing on REZ-26-32 and by City within a reasonable period of time after the approval by the City Council. Within fourteen (14) calendar days of the City's execution, Developer shall record a fully executed copy of this Agreement in the official records of Hillsborough County Florida and immediately thereafter provide City with a copy of the recorded Agreement.

- S. **Partial Invalidity.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
- T. **Compliance with Laws and Regulations.** Developer shall obtain, at its own expense, all required and necessary licenses and permits and comply with all federal, state, county and City laws, ordinances, and regulations applicable to Developer's performance under this Agreement and Section 27-140, City Code, as such section exists as of the Effective Date.
- U. **Time of the Essence.** Time is of the essence as to all terms and provisions of this Agreement.
- V. **Prior Bonus Provision Agreement.** The Parties agree and acknowledge that: (i) the entire Property is subject to that certain Modified BPA, and (ii) upon the execution and recordation of this Agreement, the Modified BPA shall be deemed terminated and of no further force or effect. Upon request by any owner of real property in the Project, City shall provide written confirmation that the Modified BPA is terminated and of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

CITY OF TAMPA, FLORIDA

By: _____
JANE CASTOR, MAYOR

Date: _____

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Jane Castor, as Mayor of City of Tampa, Florida, on behalf of the City. Such person is __ personally known to me or __ has produced a valid driver's license as identification.

Notary Public

(Print, Type or Stamp Name)
Commission No. _____
My Commission Expires: _____

Approved as to Form By:

Deputy City Attorney

Date: _____

WITNESSES

[Signature]
Print Name: Adam Rice
Address: 312 W Louisiana Ave

[Signature]
Print Name: Miguel Rodriguez
Address: 401 W Kennedy Blvd.

OWNER:

THE UNIVERSITY OF TAMPA,
INCORPORATED, a Florida not-for-profit
corporation

By: [Signature]

Name: Thomas K Lafferty

Its: VP Admin & Finance

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2026, by Thomas K. Lafferty as CFO VP Manager of Administration + Finance, a Florida Limited Liability Company, on behalf of said company. Such person is personally known to me or has produced a valid driver's license as identification.

[Signature]
Notary Public

Diane M. Grosso
(Print, Type or Stamp Name)
Commission No. _____
My Commission Expires _____

DIANE M. GROSSO
Notary Public
State of Florida
Comm# HH244233
Expires 4/11/2026



EXHIBITS

Exhibit A Legal Description of Property

Exhibit B Site Plan

Exhibit C LEED Cost Estimate

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Note: Legal description to be inserted upon approval by City ROW]



Application for REZONING (REZ)
Development & Growth Management Development
Coordination
2555 E Hanna Avenue
Tampa, FL 33610
(813) 274-3100



LEGAL DESCRIPTION (use separate sheet if needed) MUST BE TYPED -- DO NOT ABBREVIATE:

PARCEL 1:

THE SOUTH 22 FEET OF LOT 4, ALL OF LOTS 5, 6, 7 IN BLOCK 1 AND LOTS 9 AND 10 IN BLOCK 1, TOGETHER WITH 1/2 OF CLOSED ALLEY ABUTTING LOTS 5, 6, 7, 9 AND 10, BLOCK 1, PLAN OF WASHINGTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 4; SAID LANDS SITUATE, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA.

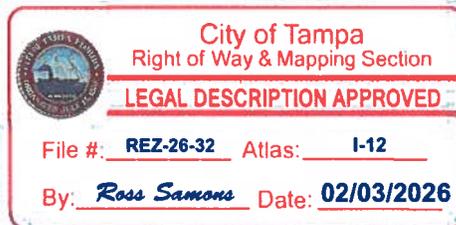


EXHIBIT B

SITE PLAN

[Note: Revised site plan to be inserted after first reading.]

EXHIBIT C

LEED Cost Estimate

[Note: To be inserted in advance of 2/20/2026.]

**LEED ACTION PLAN:
UTampa Rise Res Hall**

LEED for New Construction v4

Total Points:

YES	32
STRONG	20
WEAK MAYBE	39
NO	20

Target: Silver



Y	T1	T2	N	Credit #	Phase	Credit Name	Points	Version	Strategies	Responsible Party	Notes
1				IPc1	D	Integrative Process	1	v4.1	Assess project outcomes through an early analysis of the interrelationships among Energy Related systems, Water-Related systems, Assessment for Resilience, Social Equity, and Health & Well-being	REAL Team	REAL using energy analysis tools to evaluate options for this credit. Will coordinate with design team on design iterations to include in narratives.
				Subtotal							
							SUB TOTAL	1			

Y	T1	T2	N	Credit #	Phase	Credit Name	Points	Version	Strategies	Responsible Party	Notes
1				LTc1	D	LEED for Neighborhood Development Location	16	v4	Locate site within LEED ND boundary	Owner	
				LTc2	D	Sensitive Land Protection	1	v4	Locate development on previously developed land or land this is not considered sensitive.	REAL	Site is previously developed and complies.
		1	1	LTc3	D	High Priority Site and Equitable Development	2	v4.1	Locate in High Priority Site - economically disadvantaged community (census tract requirements) OR Brownfield AND/OR, Equitable Development develop/implement and equity plan OR provide affordable housing in residential mixed-use projects	Owner	Project close to achieving unemployment option (148%)
6	1			LTc4	D	Surrounding Density and Diverse Uses	5	v4.1	Site within 1/4 mile of surrounding density criteria and/or a 1/2 mile of diverse uses (4-7 for 1 pt) (8 for 2 pts) OR Walkscore of 50-100	REAL	Walkscore 92 as of 12/17/25
			5	LTc5	D	Access to Quality Transit	5	v4	Locate functional entries within 1/4 mile of existing transit or 1/2 mile of planned transit stops	REAL	Not enough stops
			1	LTc6	D	Bicycle Facilities	1	v4.1	Provide short term (2-5% of peak occ. but no less than 4) and long term (5% of peak occ. but no less than 4), and at least one shower. Short term storage must be within 200 ft of main entrance and long term storage must be within 300 ft of any functional entrance. Site must have a bike network within 200 yards.	Architect/ Owner	Required: 126 long-term & 4 short-term spaces Current: 42 long-term & 7 short-term Team proposed bike room, discussed requirements and leaning towards no.
			1	LTc7	D	Reduced Parking Footprint	1	v4.1	Do not exceed the minimum local code requirements for parking capacity and must reduce by 30% compared to ITE standards or Appendix 4 table 1 Base Ratios for Parking OR provide dedicated carshare parking OR unbundle parking	Civl, REAL	Approx. 45 parking spaces 228 units Off-site parking on campus, how will students be charged for this?
			1	LTc8	D	Electric Vehicles	1	v4.1	Electric vehicle supply equipment for 5% of parking spaces (2 minimum) or EV ready conduit for 10% of parking spaces (6 minimum)	Civl, Electrical, REAL	Need 3 EV stations installed on day 1 (5% of 45 spaces) or 6 EV-Ready On campus parking provided needs to be factored in to parking space/EV required.
				Subtotal							
							SUB TOTAL	16			

Y	T1	T2	N	Credit #	Phase	Credit Name	Points	Version	Strategies	Responsible Party	Notes
				SSp1	C	Construction Activity Pollution Prevention	N/A	v4	Implement an erosion control plan, per the EPA CGP v2012	Civl, GC	
1				SSc1	D	Site Assessment	1	v4	Complete site survey including: topography, hydrology, climate, vegetation, soils, human use, human health.	Civl, Architect, REAL	
			1	SSc2	D	Site Development - Protect or Restore Habitat	2	v4	Preserve 40% of greenfield (if exists) AND on-site restoration (vegetation and soil stabilization) OR financial support	Civl, REAL	Very limited vegetation
			1	SSc3	D	Open Space	1	v4	Provide outdoor space greater than or equal to 30% of total site area, 25% of which is vegetated	Civl, REAL	
			3	SSc4	D	Rainwater Management	3	v4.1	Manage runoff for at least the 90th percentile (1 pt), 80th percentile (2 pts), or the 70th percentile (3 pts) of local rainfall events OR manage post development runoff on site with natural land cover (1 pt)	Civl, REAL	
			1	SSc5	D	Heat Island Reduction	2	v4	Meet nonroof and roof criteria OR place a minimum of 75% parking spaces under cover	Civl, Architect, REAL	If parking lot is not asphalt, we could nearly guarantee 1 point
			1	SSc6	D	Light Pollution Reduction	1	v4	BUG method or calculation method, exterior luminaires and signage requirements	Architect, Electrical Engineer	Light Pollution Reduction is noted in Sustainability Narrative document.
				Subtotal							
							SUB TOTAL	10			

Water Efficiency	Y			WEp1	D	Outdoor Water Use Reduction	N/A	v4	Non-irrigated landscape OR reduce landscape water use 30% for peak watering month	Civil, Landscape Architect	
	Y			WEp2	D	Indoor Water Use Reduction	N/A	v4	Reduce aggregate water use by 20% for fixtures and fittings	MEP, Architect	
	Y			WEp3	D	Building-Level Water Metering	N/A	v4	Install permanent water meters that measure potable water use, share data with USGBC	MEP	
	1		1	WEc1	D	Outdoor Water Use Reduction	2	v4.1	Reduce water use- no irrigation or reduced irrigation 50% for 1 point or 100% for 2 points	Civil, Landscape Architect	CS: 50% (1pt, 75% 2pt, 100% 3pt)
	2	1	3	WEc2	D	Indoor Water Use Reduction	6	v4	Reduce fixture and fitting water use by 25% - 50%	MEP, Architect	
				WEc3	D	Fixing Leaky Water Use	2	v4	Conduct a one-time potable water analysis, measure control parameters in Table 1	MEP	
			1	WEc4	D	Water Metering	1	v4	Meters for 2 or more water subsystems: Irrigation, indoor plumbing, hot water, boiler, reclaimed water	MEP	
	0	1	4	0	Subtotal				SUB TOTAL	11	

Energy and Atmosphere	Y			EAp1	C	Fundamental Commissioning and Verification	N/A	v4	Commissioning for ASHRAE 90.1-2005 and 90.1-2010	Cx	
	Y			EAp2	D	Minimum Energy Performance	N/A	v4	Whole building energy simulation in accordance to ASHRAE 90.1: 2010 Appendix G OR ASHRAE 50% Design Guide OR Advanced Building Core Performance Guide	REAL	
	Y			EAp3	D	Building Level Energy Metering	N/A	v4	Use building-level energy meters or submeters that can aggregate building-level data. Share with USGBC	MEP	
	Y			EAp4	D	Fundamental Refrigerant Management	N/A	v4	Do not use CFC based refrigerants in HVAC/R systems, or have a phase out plan	MEP	
	3	2	1	EAc1	C	Enhanced Commissioning	6	v4	Implement systems commissioning in accordance with ASHRAE 90.1-2005 and 90.1-2010 (1pt) OR Enh. Cx + monitor-based commissioning (4pt) AND/OR Embodied Carbon	REAL	
	5	1	8	EAc2	D	Optimize Energy Performance	18	v4	Whole building energy simulation or follow ASHRAE Advanced Energy Design Guide	Energy Modeler	
			1	EAc3	D	Advanced Energy Metering	1	v4	Install advanced energy metering for whole building and all individual energy sources that use 10% or more of total annual consumption	MEP	
			2	EAc4	D	Smart Load Response	2	v4	Participate in existing demand response program or provide infrastructure for demand response programs	MEP	Not applicable
			5	EAc5	D	Renewable Energy	5	v4.1	Use on-site renewable energy systems or procure renewable energy from diverse sources (Tier 1, 2 or 3) for all or a portion of the building's annual building energy use	Owner, REAL	
			1	EAc6	D	Enhanced Refrigerant Management	1	v4	Refrigerants with ODP of 0 and GWP of less than 50 OR calculate refrigerant impact	MEP	
0	0	14	0	Subtotal				SUB TOTAL	33		

Materials & Resources	Y			MRp1	D	Storage and Collection of Recyclables	N/A	v4	Provide central location for building to collect recyclables. Develop plan to encourage building users to recycle. Paper, corrugated cardboard, glass, plastics and metals as well as two of the following three: batteries, e-waste, and mercury containing lamps	Owner, Architect, REAL	
	Y			MRp2	D	Construction and Demolition Waste Management Plan	N/A	v4	Establish C&D waste diversion goals outlined in a CWM plan for at least 5 materials	GC, REAL	
		1	4	MRc1	D	Building Life-Cycle Impact Reduction	5	v4.1	Building and materials reuse AND/OR Whole building LCA	REAL, Structural Engineer, Owner	
			1	MRc2	D	Environmental Product Declarations	2	v4.1	Environmental Product Declarations AND/OR Embodied Carbon/LCA Optimization	Architect, REAL	REAL to integrate material specifications
			1	MRc3	D	Sourcing of Raw Materials	2	v4.1	Responsible Sourcing of Raw Materials: 15% (1 pt) or 30% (2 pts) by cost of total value for recycled content, regional materials etc.	Architect, REAL	
			1	MRc4	D	Material Ingredients	2	v4.1	Material Ingredients reporting	Architect, REAL	See above.
		1	MRc5	C	C&D Waste Management	2	v4	Divert 50% (3 streams), 75% (4 streams) OR 2.5 lbs. waste per square	GC, REAL		
0	1	8	1	Subtotal				SUB TOTAL	13		

Y				IEQp1	D	Minimum Indoor Air Quality Performance	N/A	v4	Meet the minimum requirements of Sections 4 through 7 of ASHRAE Standard 62.1-2010, Ventilation for Acceptable Indoor Air Quality and provide outdoor air measurement device for systems greater than 1000cfm	MEP	
Y				IEQp2	D	Environmental Tobacco Smoke (ETS) Control	N/A	v4	Prohibit smoking in building, and within 25 feet of the building. Provide signage at all entrances	Architect, REAL	UT is a no-smoking campus

