Florida Gulf Coast University Board of Trustees  
April 18, 2006

SUBJECT: Student Housing Rental Rates

PROPOSED BOARD ACTION

Approve student housing semester rental rates of $2,355 for single bedroom occupancy, and $1,929 for double bedroom occupancy.

BACKGROUND INFORMATION

At the January 6, 2006, meeting of the Florida Gulf Coast University Financing Corporation Board of Directors meeting, the Board approved a student housing rental rate increase effective for fall 2006 to bring before the FGCU Board of Trustees for final adoption. The proposed student housing rental rates beginning fall term 2006 would be $2,355 per semester for single occupancy, and $1,929 per semester for double occupancy. This represents an increase of $119 per semester for double occupancy, and $145 per semester for single occupancy from the current rates of $1,810 (including student fees) for double occupancy, and $2,210 (including student fees) for single occupancy.

There has not been an increase in student housing rates since fall 2004. These amounts represent a 6.5% increase effective for the 2-year period 2004-2006. In order to keep pace with inflation and the rising costs of utilities, personnel, operations and routine maintenance needs, this increase is requested. This rate increase was presented to the Resident Housing Association (an elected body representing the students who live in on-campus housing) that also elected to increase their fee from $10 to $12 per semester per student. That fee is included in the proposed rate proposal.

Supporting Documentation Included: (1) Rental Rate Proposal for 2006-2007, and (2) Memo regarding Rate Recommendations
Legal Review: General Counsel Wendy Morris (March 29, 2006)

Prepared & Submitted by: Vice President for Administrative Services Joe Shepard
Rental Rate Proposal for On-Campus Accommodations for 2006-2007

Overview
Florida Gulf Coast University provides on-campus accommodations for registered students in apartment-style facilities. The operational and programmatic mission of the Office of Housing & Residence Life is to provide students a comfortable, safe, and well-managed living environment that supports academic endeavors. In order to meet this mission, the financial, organizational, and operational aspects of the unit must be regularly reviewed to ensure the resources are available to meet the demands of this mission. This proposal focuses on the appropriateness of the current rental rates for on-campus accommodations and whether a change is warranted.

Rental Rate History
The rental rate history for the FGCU residence halls is provided below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Room</th>
<th>% Increase from Previous Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type of Room</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single</td>
<td>Double</td>
</tr>
<tr>
<td>1998-1999</td>
<td>$1,937</td>
<td>$1,604</td>
</tr>
<tr>
<td>1999-2000</td>
<td>$1,937</td>
<td>$1,604</td>
</tr>
<tr>
<td>2000-2001</td>
<td>$2,000</td>
<td>$1,650</td>
</tr>
<tr>
<td>2001-2002</td>
<td>$2,000</td>
<td>$1,650</td>
</tr>
<tr>
<td>2002-2003</td>
<td>$2,100</td>
<td>$1,700</td>
</tr>
<tr>
<td>2003-2004</td>
<td>$2,100</td>
<td>$1,700</td>
</tr>
<tr>
<td>2004-2005</td>
<td>$2,200</td>
<td>$1,800</td>
</tr>
<tr>
<td>2005-2006</td>
<td>$2,200</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

As is evidenced by this chart, rates have historically been increased a moderate amount every two years since the program was initiated.
### Rental Rate Comparisons

Rental rate comparisons for other Florida SUS institutions are provided below. All comparisons are per semester for 4-person single or double-occupancy bedroom apartments.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Occupancy</th>
<th>05/06 Rates</th>
<th>Proposed % Increase</th>
<th>Proposed 06/07 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIU</td>
<td>single</td>
<td>$3,162</td>
<td>3.5%</td>
<td>$3,274</td>
</tr>
<tr>
<td></td>
<td>double</td>
<td>$2028</td>
<td>3.5%</td>
<td>$2,100</td>
</tr>
<tr>
<td>UCF</td>
<td>single</td>
<td>$2,525</td>
<td>3%</td>
<td>$2,600</td>
</tr>
<tr>
<td>USF</td>
<td>single</td>
<td>$2,458</td>
<td>5.12%</td>
<td>$2,584</td>
</tr>
<tr>
<td></td>
<td>double</td>
<td>$1,880</td>
<td>5.12%</td>
<td>$1,976</td>
</tr>
<tr>
<td>USF-St. Pete</td>
<td>single</td>
<td>(NA-new)</td>
<td>NA</td>
<td>$2,781</td>
</tr>
<tr>
<td></td>
<td>double</td>
<td>(NA-new)</td>
<td>NA</td>
<td>$2,247</td>
</tr>
<tr>
<td>FSU</td>
<td>single</td>
<td>$2,470</td>
<td>3%</td>
<td>$2,544</td>
</tr>
<tr>
<td>UF</td>
<td>single</td>
<td>$2,182</td>
<td>5-6%</td>
<td>$2,291 - $2,313</td>
</tr>
<tr>
<td></td>
<td>double</td>
<td>$2,465</td>
<td>5-6%</td>
<td>$2,588 - $2,613</td>
</tr>
<tr>
<td>UWF</td>
<td>single</td>
<td>$1,955</td>
<td>4%</td>
<td>$2,033</td>
</tr>
<tr>
<td></td>
<td>single</td>
<td>$2,270</td>
<td>4%</td>
<td>$2,360</td>
</tr>
<tr>
<td>UNF</td>
<td>double</td>
<td>$1,555</td>
<td>4%</td>
<td>$1,620</td>
</tr>
</tbody>
</table>

Rental rate comparisons for two off-campus apartment complexes that target a similar student population are provided below:

<table>
<thead>
<tr>
<th></th>
<th>Coastal Village</th>
<th>College Club Apartments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(located at 19401 Skidmore Way, Fort Myers)</td>
<td>(located at 17110 College Club Loop, Fort Myers)</td>
</tr>
<tr>
<td>Monthly rental rate</td>
<td>$525; $570 if not under 12 month contract</td>
<td>$550 (12 month contract only available option)</td>
</tr>
<tr>
<td>Utilities</td>
<td>$140 per apartment (4-person)</td>
<td>Approx. $40 per person</td>
</tr>
<tr>
<td>Amenities included</td>
<td>High speed Internet; furniture; cable (plus 2 HBOs); washer/dryer; waste removal; interior/exterior maintenance; exterior custodial;</td>
<td>High speed Internet; furniture; cable (plus 2 HBOs); washer/dryer; waste removal; interior/exterior maintenance; exterior custodial;</td>
</tr>
<tr>
<td>Other fees:</td>
<td>Security deposit / move-out fee</td>
<td>$150* $175*</td>
</tr>
<tr>
<td></td>
<td>Application fee</td>
<td>$35* $25*</td>
</tr>
<tr>
<td></td>
<td>Deposit</td>
<td>$99</td>
</tr>
<tr>
<td></td>
<td>Furniture set-up fee</td>
<td>$50*</td>
</tr>
</tbody>
</table>

*non-refundable; prices as of 11/05
Comparison for 9-month contract:

<table>
<thead>
<tr>
<th></th>
<th>FGCU</th>
<th>Coastal Village</th>
<th>College Club</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>$4,400</td>
<td>$5,400</td>
<td>$5,310</td>
</tr>
<tr>
<td>Non-refundable Fees</td>
<td>$20 (RHA)</td>
<td>$185</td>
<td>$250</td>
</tr>
</tbody>
</table>

Overview of Expenses
The following graph illustrates the various expenses associated with the on-campus residential program:
Increases in Operating Expenses

The following list includes select expense items that have increased on a per bed space basis since the last rate increase:

<table>
<thead>
<tr>
<th></th>
<th>FY04 (actual) (7/03-6/04)</th>
<th>FY05 (actual) (7/04-6/05)</th>
<th>FY06 (budgeted) (7/05-6/06)</th>
<th>cost increase</th>
<th>% increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity</td>
<td>1378</td>
<td>1662</td>
<td>1948</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% increase from previous year</td>
<td>20.10%</td>
<td>17.20%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$379,427.56</td>
<td>$522,668.93</td>
<td>$637,879.89</td>
<td>$52.10</td>
<td>18.90%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$275.35</td>
<td>$314.48</td>
<td>$327.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$143,066.39</td>
<td>$208,125.34</td>
<td>$222,559.57</td>
<td>$10.43</td>
<td>10.00%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$103.82</td>
<td>$125.23</td>
<td>$114.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td>$28,480.00</td>
<td>$44,772.00</td>
<td>$57,351.00</td>
<td>$8.77</td>
<td>42.40%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$20.67</td>
<td>$26.91</td>
<td>$29.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$41,486.65</td>
<td>$55,323.08</td>
<td>$60,475.81</td>
<td>$0.94</td>
<td>3%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$30.11</td>
<td>$33.28</td>
<td>$31.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$526,502.18</td>
<td>$615,301.60</td>
<td>$801,064.00</td>
<td>$29.14</td>
<td>7.60%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$382.08</td>
<td>$370.22</td>
<td>$411.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$1,118,972.78</td>
<td>$1,446,190.95</td>
<td>$1,779,330.27</td>
<td>$29.14</td>
<td>7.60%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$812.03</td>
<td>$870.15</td>
<td>$913.41</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$1,830,950.00</td>
<td>$2,312,345.20</td>
<td>$2,757,789.77</td>
<td>$87.00</td>
<td>6.55%</td>
</tr>
<tr>
<td>per b/s</td>
<td>$1,328.70</td>
<td>$1,391.30</td>
<td>$1,415.70</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Rates for electric are projected to increase 19% in the next year.

One of the challenges associated with operating an on-campus housing program of around 2000 beds, is the fact that certain services and staffing are required to maintain the program that do not yet benefit from economies of scale. For example, our current program requires a facilities coordinator to manage facilities contracts and projects, an expense covered by 1948 beds. As the number of bed spaces increases to, for example 2500 beds and revenues also increase, this same coordinator can successfully perform his/her duties without additional staffing. So, as the overall program grows, certain economies of scale will be realized.
Proposed Changes in Rental Rates

A moderate increase in rental rates for the 2006-2007 academic year seems to be in order. The proposed increases listed below do not include the RHA fee of $10 per student per semester.

Current semester rates: $2200 for single-occupancy bedroom apartment
                      $1800 for double-occupancy bedroom apartment

<table>
<thead>
<tr>
<th>Proposed % Rate Increase</th>
<th>Single Rate*</th>
<th>Double Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ Increase</td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>$ Increase</td>
<td>Rate</td>
</tr>
<tr>
<td>6.5%</td>
<td>$143</td>
<td>$2,343</td>
</tr>
<tr>
<td></td>
<td>$117</td>
<td>$1,917</td>
</tr>
</tbody>
</table>

A 6.5 % increase represents the actual rate increase and continues to keep our residence hall rental rates competitive with other SUS institutions as well as off-campus apartments whose target population is undergraduate students. Additionally, the Residents Housing Association (RHA), which is the student group that represents Housing students, voted to increase their fees from $10 per semester to $12. This would bring the total rental rates per semester for Housing to $2,355 for single bedroom occupancy and $1,929 for double bedroom occupancy.
March 27, 2006

TO:  Dr. Joe Shepard  
     VP Administrative Services

FROM:  Dr. Pam Schreiber  
        Director, Office of Housing & Residence Life

RE:  Rental Rate Proposal – Summary of Activities

Per your request, this document summarizes the process for considering a rental rate increase for on-campus student housing.

Late Fall semester, I compiled information deemed relevant and useful in evaluating the necessity for a rate increase. Data included rental rate history, comparisons with other SUS institutions and local off-campus options, revenue allocation, and select expenditures for the past two fiscal cycles.

In early January, the FGCU Finance Corporation reviewed this material and after thorough discussion, recommended a 6.5% increase. This decision item was then placed on the April 18 Board of Trustees meeting agenda.

On January 10, I met with the Resident Housing Association (RHA) executive board and reviewed with them the data presented to the Finance Corporation along with that Board’s recommendation. I met with the RHA general membership on March 15 and presented the same information. In response, the president sent a letter reflecting the views of the membership. (See attached letter.)

In addition to rent, on-campus residents pay a small student activity fee to support the Resident Housing Association; the current fee is $10 per Fall and Spring semester. The RHA general membership recently voted to increase this fee to $12 per Fall and Spring semester. (See attached letter.)

If the BOT approves the recommendation by the Finance Corporation and the RHA fee increase, our rental rates for 2006-2007 will be as follows:
   $2355 single occupancy bedroom apartment
   $1929 double occupancy bedroom apartment

Please contact me if you have questions or need additional information.
TO: Dr. Schreiber  
FROM: Resident Housing Association (RHA)  
SUBJECT: RHA fee increase from $10.00 to $12.00  
DATE: Tuesday, March 21, 2006  

This letter of memorandum states that in light of recent rental rate increases in North Lake Village, Resident Housing Association members have voted on and agreed to also increase the amount of RHA funding by $2.00, which would increase RHA fees from $10.00 to $12.00 per student.

Brynn A. Dombroski  
R.H.A. President  
FGCU Jaycees President  
Florida Gulf Coast University  
badombro@eagle.fgcu.edu  
(352) 257-1025
Resident Housing Association

Dr. Pam Schreiber, Director
Office of Housing & Residence Life
12101 North Lake Village East
Fort Myers, FL 33965

Monday, March 27, 2006

Dear Dr. Schreiber:

This letter states that on Wednesday, March 15th, 2006, the residents of North Lake Village East were informed of the possible rental rate increases in housing to take place next fall at a maximum of a 6.5% increase. The consensus of the residents involved in Resident Housing Association (RHA) is that the rental rate increase is reasonable. However, the residents would like to suggest some type of incentive or retention program for returning residents such as a program that allows students already living on campus to be grandfathered in for housing rates. A major plus about the rental rate increase is that currently, it happens only every other year instead of each consecutive year.

Respectfully,

Brynn A. Dombroski

Brynn A. Dombroski
Resident Housing Association President ‘05-‘06
Florida Gulf Coast University
Florida Gulf Coast University Board of Trustees
April 18, 2006

SUBJECT: Memorandum of Agreement with South Florida Water Management District

PROPOSED BOARD ACTION

Authorize the President to execute the Memorandum of Agreement between the Florida Gulf Coast University Board of Trustees and the South Florida Water Management District and in so doing designate conservation areas on campus in accordance with the Agreement; and, authorize the President to continue discussions with the District and to designate additional conservation areas, if necessary.

BACKGROUND INFORMATION

The University and the South Florida Water Management District (the “District”) have been collaborating to draft a memorandum of agreement to designate conservation areas on the main campus. The purpose of the conservation areas will be to preserve, enhance, restore and/or mitigate wetlands and/or uplands on the main campus. The designation of these areas for conservation purposes was required as part of the various environmental resource permits issued by the District for construction of the University.

The University and the District have identified five (5) conservation areas: Three small areas inside the campus loop road and two larger areas adjacent to the campus entrance at Ben Hill Griffin Parkway (“BHG”). The smaller areas consist of approximately 3.139, 4.931 and 0.644 acres, respectively, and are located near the campus core. The larger designated areas consist of a 17.4807 acre parcel located south of the main entrance road just east of BHG and a 22.5326 acre parcel located north of the main entrance road just east of BHG. Sketches of these five areas are included.
At the time of agenda item submission, the University and the District are reviewing whether additional areas are to be included in the designated conservation areas. During the meeting, the Board will be updated as to the status of this continued review.

Supporting Documentation Included: (1) Memorandum of Agreement, and (2) Sketches of Five Identified Conservation Areas.

Prepared by: General Counsel Wendy S. Morris, Esq.

Legal Review by: N/A

Submitted by: Vice President for Administrative Services Joe Shepard
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this ____ day of __________, 2006, by the FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate, for and on behalf of FLORIDA GULF COAST UNIVERSITY, having an address of 10501 FGCU Boulevard South, Fort Myers, Florida 33965-6565 (“FGCU”) and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 (“District”) (at times FGCU and the District are collectively referred to herein as the “Parties”).

W I T N E S S E T H:

WHEREAS, FGCU is the successor lessee to that certain Lease Agreement Number 4051 dated November 15, 1994, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Florida Board of Regents (the “Lease”), of certain real property located in Lee County, Florida, more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Parties have agreed that FGCU will provide for the District’s purposes certain rights and restrictions upon certain real property located in Lee County, Florida more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference (the “Conservation Areas”) for the purpose of preserving, enhancing, restoring and/or mitigating wetlands and/or uplands under the District’s jurisdiction as required by District Permit No. 36-02881-S (the “Permit”), as originally issued by the District on April 13, 1995, and as such Permit has been or may be subsequently amended; and

WHEREAS, FGCU, in consideration of the District’s consent to activities granted by the Permit, is agreeable to granting and securing to the District the same rights and restrictions as those defined for a conservation easement in Section 704.06, Florida Statutes, over the Conservation Areas, for a period coterminous with the Lease, including any renewals or extensions thereof; and

WHEREAS, FGCU desires to preserve the Conservation Areas in their natural condition for so long as FGCU has an interest in the Conservation Areas; and

WHEREAS, FGCU has agreed to enter into this Memorandum of Agreement as required by the conditions relating to mitigation of wetland impacts imposed under the Permit as further described below upon the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, FGCU hereby agrees that the rights and restrictions provided for pursuant to the provisions of Section 704.06, Florida Statutes, are hereby created and established for and in favor of the District upon the Conservation Areas which shall run with the land and be binding upon FGCU, and shall remain in full force and effect for a period coterminous with the Lease, including any renewals or extensions thereof (the “Lease Period”), of the nature and character and to the extent hereinafter set forth.

1. **Purpose.** The purpose of this Memorandum of Agreement is to assure that the Conservation Areas will be retained during the Lease Period in their existing natural condition and to prevent any use of the Conservation Areas that will impair or interfere with the environmental value of the Conservation Areas.

2. **Authority.** FGCU warrants that it has the full power and authority to enter into this Memorandum of Agreement and will warrant and defend the rights and interest in the Conservation Areas granted herein to the District against the lawful claims of all persons whomsoever during the Lease Period.

3. **Interest Granted.** FGCU agrees that its leasehold interest in the Conservation Areas created under the Lease shall be subject to the restrictions placed upon the Conservation Areas pursuant to this Memorandum of Agreement.

4. **Permit Conditions.** The District agrees that in accordance with Rule 40E-4, F.A.C., and the Basis of Review of the District's Environmental Resource Permit Information Manual, Volume IV, the rights and interest in the Conservation Areas granted to the District under this Memorandum of Agreement are sufficient to satisfy conditions relating to mitigation of wetland impacts imposed under the Permit.

5. **Prohibited Uses.** Except as may be authorized by the Permit or any modification thereof, FGCU agrees not to undertake or authorize any activity on or use of the Conservation Areas inconsistent with the purpose of this Memorandum of Agreement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

   (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

   (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

   (c) Removing, trimming, or destroying trees, shrubs or other vegetation.

   (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

6. Reserved Rights. FGCU reserves unto itself, and its successors and assigns the following rights:

(a) All rights accruing from the Lease, including the right to engage in or permit or invite others to engage in all uses of the Conservation Areas that are not expressly prohibited herein and are not inconsistent with the purpose of this Memorandum of Agreement.

(b) All rights to undertake any and all activities specifically authorized by the Permit.

7. Rights of the District. To accomplish the purposes stated herein, FGCU conveys the following rights to the District:

(a) To enter upon and inspect the Conservation Areas in a reasonable manner and at reasonable times to determine if FGCU or its successors and assigns are complying with the covenants and prohibitions contained in this Memorandum of Agreement.

(b) To proceed at law or in equity to enforce the provisions of this Memorandum of Agreement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein and require the restoration of areas or features of the Conservation Areas that may be damaged by any activity inconsistent with this Memorandum of Agreement, or to seek such relief permitted by law.

8. District’s Discretion. The District may enforce the terms of this Memorandum of Agreement at its discretion, but if FGCU breaches any term of this Memorandum of Agreement and the District does not exercise its rights under this Memorandum of Agreement, the District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other term of this Memorandum of Agreement, or of any of the District's rights under this Memorandum of Agreement. No delay or omission by the District in the exercise of any right or remedy upon any breach by FGCU shall impair such right or remedy or be construed as a waiver. The District shall not be obligated to FGCU, or to any other person or entity, to enforce the provisions of this Memorandum of Agreement.
9. **Liability.** Each of the Parties to this Memorandum of Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party and that Party’s officers and employees acting within the scope of their employment. In addition, each of the Parties is subject to the provisions of Section 768.28, *Florida Statutes* (2005). Neither this provision nor any other provision in this Memorandum of Agreement shall be construed as a waiver of sovereign immunity by either Party.

10. **Acts Beyond FGCU’s Control.** Nothing contained in this Memorandum of Agreement shall be construed to entitle the District to bring any action against FGCU for any injury to or change in the Conservation Areas resulting from natural causes beyond FGCU’s control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by FGCU under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Areas or to persons or real property or improvements thereon resulting from such causes.

11. **Master Plan.** FGCU agrees that the Conservation Areas will be designated and that the land use restrictions placed upon the Conservation Areas under this Memorandum of Agreement will be incorporated into Florida Gulf Coast University’s Campus Master Plan (the “Master Plan”) adopted pursuant to Section 1013.30, *Florida Statutes* (2005), and FGCU further agrees that no amendment or modification of any of these restrictions placed into the Master Plan will be made during the term of this Memorandum of Agreement as defined above without prior consultation with the District and the District’s prior written approval.

12. **Successors.** The covenants, terms, conditions and restrictions of this Memorandum of Agreement shall be binding upon FGCU’s leasehold interest in the Conservation Areas created under the Lease and shall inure to the benefit of the Parties and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with FGCU’s leasehold interest in the Conservation Areas created under the Lease for the Lease Period.

13. **Enforcement of Permits.** Nothing in this Memorandum of Agreement shall limit the District’s authority to enforce the Permit pursuant to Chapter 373, *Florida Statutes* and the District's rules thereunder.

14. **Amendments.** This Memorandum of Agreement may only be amended by written agreement of the Parties. However, additional Conservation Areas may be added and made subject to this Memorandum of Agreement upon execution of an amendment by FGCU and the District’s Executive Director or his designee on behalf of the District.
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the day and year first above written.

FGCU:

Signed, sealed and delivered in the presence of:

Printed Name: ________________________

By: _________________________________

William C. Merwin
President

Executed on _________________, 2006

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Scott Lutgert, to me personally known and known to me to be the Chairman of THE FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate, who being duly authorized, executed the foregoing document, and acknowledged before me that he executed the same on behalf of THE FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES.

WITNESS my hand and official seal this ______ day of ________________, 2006.

(print name)

(NOTARIAL SEAL) NOTARY PUBLIC

My Commission Expires:
THE DISTRICT:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____________________________________
Name: Kevin McCarty,
Chairman

Executed on _________________, 2006

ATTEST:

By: _____________________________________
Name: ________________________________,
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Kevin McCarty, to me personally known and known to me to be the Chairman of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, who being duly authorized, executed the foregoing document, and he acknowledged before me that he executed the same on behalf of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

WITNESS my hand and official seal this ______ day of ________________, 2006.

(Print Name ______________________)
(NOTARIAL SEAL) NOTARY PUBLIC
My Commission Expires:
EXHIBIT "A"
Legal Description of FGCU

[Staff will ensure that the legal description conforms in the final agreement]
EXHIBIT "B"
Conservation Areas Legal Descriptions

[Staff will ensure that legal descriptions conform in the final agreement]