

## INNOVATION PARK DEVELOPMENT AGREEMENT

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THIS AGREEMENT is made and entered into between THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (hereafter referred to as "the LCRDA" or "the Authority"), and the CITY OF TALLAHASSEE, FLORIDA, a Florida municipal corporation, (hereafter referred to as "the City") pursuant to Fla. Stat. 163.3220-163.3242, the Florida Local Government Development Agreement Act, and Section 2-2, Tallahassee Code of Ordinances.

### RECITALS

WHEREAS, the Authority is a research and development authority created by Leon County Ordinance 80-68, codified at Sections 2-56, 2-57, and 2-58, Leon County Code of Ordinances, pursuant to Fla. Stat. 159.703, for the purpose of promoting scientific research and development in affiliation with and related to the research and development activities of Florida A & M University and The Florida State University; and

WHEREAS, the City is a Florida municipal corporation with the authority to enter into development agreements pursuant to Fla. Stat. 163.3220-163.3243 to strengthen the public planning process and encourage sound capital improvements planning; and

WHEREAS, on January 28, 1980, the Authority acquired approximately 208 acres of land in the City, described in Exhibit "A" attached hereto, by long term lease from the State of Florida for development and operation as a research and development park known as INNOVATION PARK/TALLAHASSEE (hereafter referred to as "Innovation Park"); and

WHEREAS, the Authority created a master plan for the development of Innovation Park, and, on December 16, 1987, the City approved a Planned Unit Development authorizing the development of Innovation Park consistent with the master plan (hereafter referred to as "the PUD"), most recently amended on January 4, 1993; and

WHEREAS, on January 23, 1991, the Authority applied for a determination of vested rights for certain development in Innovation Park, which determination was approved by the City on January 23, 1991, amended on September 10, 1992, and remains in effect; and

WHEREAS, Innovation Park applied for, and received, an extension of vested rights in 2003; and

WHEREAS, in 2008, The Florida State University ("FSU") amended its Campus Master Plan to include approximately 740 acres, known as the "Southwest Campus" adjacent to, and including several parcels within Innovation Park, all of which are part of a major expansion of FSU's research and academic programs; and



WHEREAS, the City has adopted a multi-modal transportation planning district that includes Innovation Park and major parts of the FSU Southwest and Main Campus for the purpose of promoting transit, biking and pedestrian travel and reducing vehicle miles traveled and Innovation Park wishes to integrate its transportation system serving existing and future development with the City's multi-modal plan; and

WHEREAS, the Florida Legislature enacted amendments to Florida's Growth Management laws in 2009 that exempt the City of Tallahassee from the Development of Regional Impact program and from State transportation concurrency requirements; and

WHEREAS, on February 24, 2010, the Authority filed an application to update the PUD, and subsequently submitted this Development Agreement to be reviewed and approved concurrently with the PUD, to reflect changes in State law and to better integrate the Innovation Park master plan with the City's multi-modal planning district and with the FSU and FAMU Campus Master Plans; and

WHEREAS, the parties recognize that the creative research and the applied technology development and supporting activities already developed in Innovation Park have created a significant number of high-paying jobs, with associated economic benefits for citizens of Tallahassee and Leon County; and

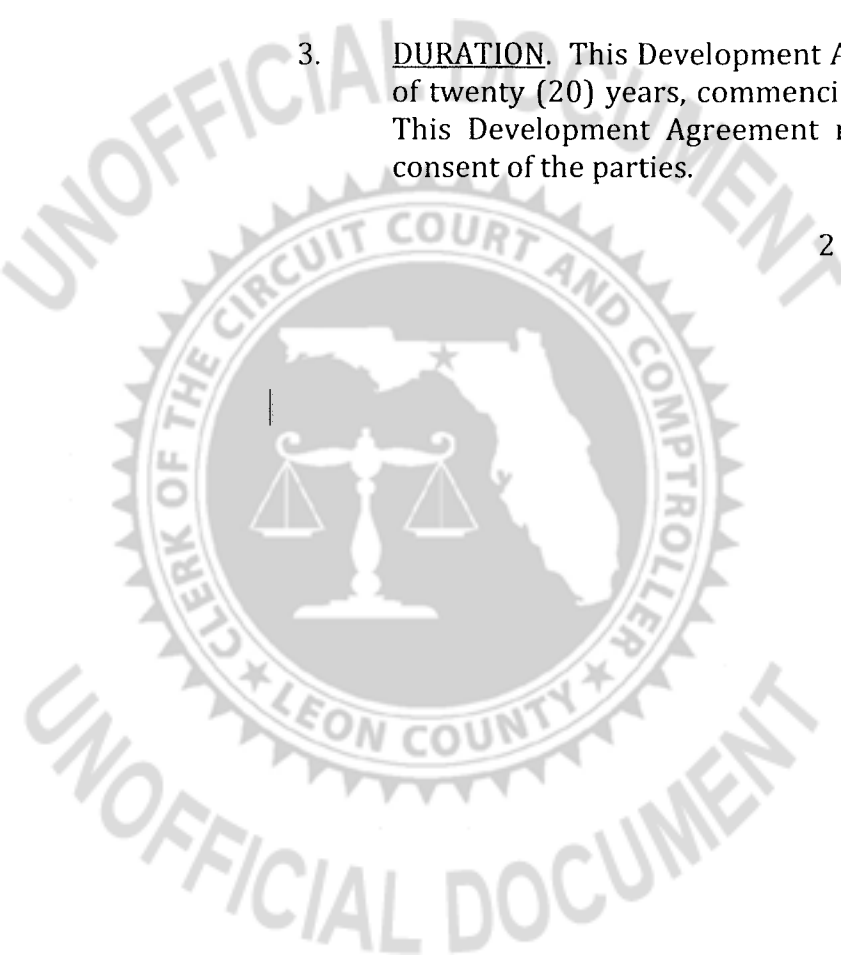
WHEREAS, the parties wish to upgrade and expand Innovation Park's capacity to support research and development and related activities, and to increase its potential for economic development and associated employment opportunities in conjunction with the FSU and FAMU campus master plans; and

WHEREAS, notice of the parties' intent to consider this development agreement was provided as required by law, by publication in the Tallahassee Democrat on May 18, 2010; and

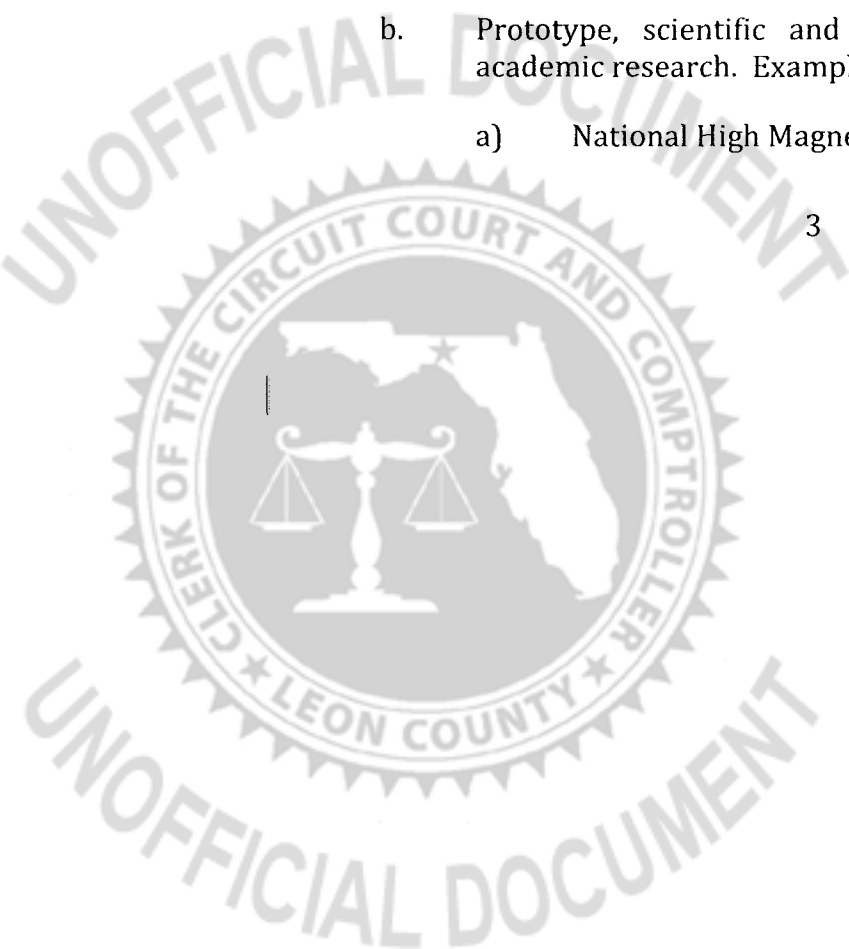
WHEREAS, the Tallahassee City Commission held two, properly advertised public hearings to consider this agreement and has determined that this development agreement is in the public interest and will further the health, safety and welfare of the residents of the City.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

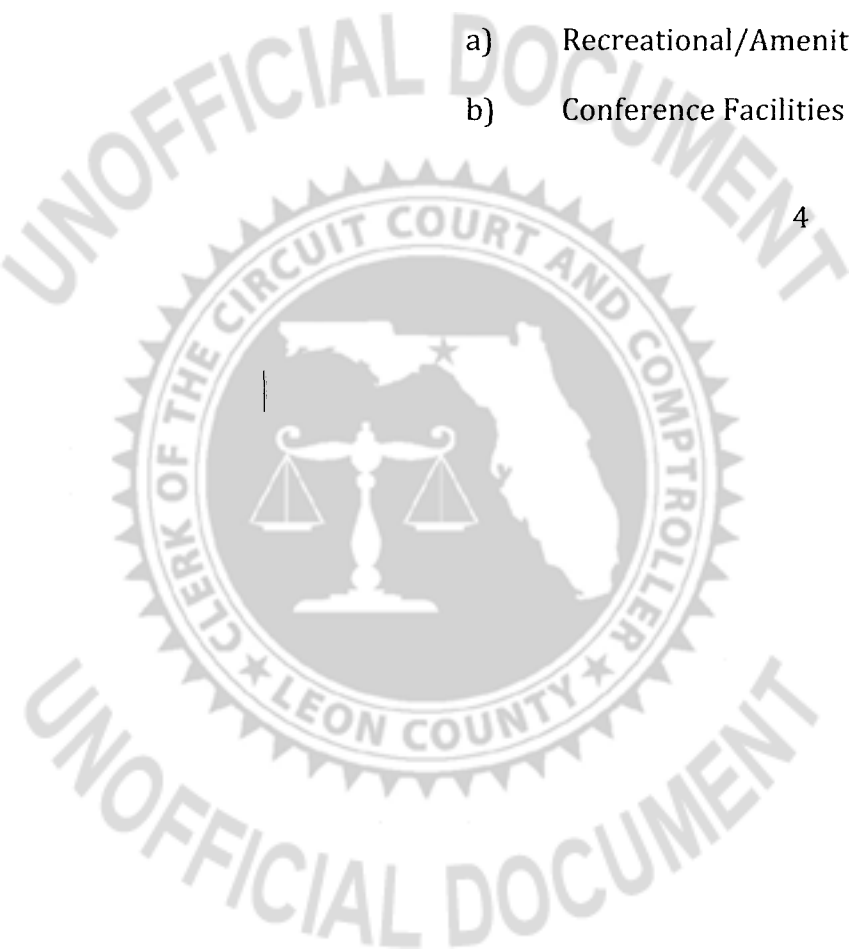
1. RECITALS. The recitals set forth in the preceding "WHEREAS" clauses are incorporated herein and form a material part of this Agreement.
2. LEGAL DESCRIPTION. The legal description of Innovation Park is attached hereto as Exhibit "A" and is incorporated herein by reference.
3. DURATION. This Development Agreement shall remain in effect for a period of twenty (20) years, commencing on the effective date, as set forth herein. This Development Agreement may be renewed and extended by mutual consent of the parties.



4. EXISTING DEVELOPMENT. Innovation Park's existing development and development in progress is described in the table of development reflected in the amended PUD adopted concurrently with this Agreement.
  
5. TOTAL DEVELOPMENT USES PERMITTED. The following uses shall be permitted in Innovation Park consistent with the PUD site plan:
  - a. Up to 150 hotel units, in addition to ancillary uses such as a restaurant and conference facilities located within the hotel building;
  - b. 15,000 square feet of commercial;
  - c. Research and development uses and activities of up to 1,813,800 sq ft., described in paragraph 7, below;
  - d. Up to 50,000 square feet of office.
  
6. RESEARCH AND DEVELOPMENT DEFINED. For the purposes of this Agreement, Research and Development uses and activities mean those functions occurring within a Research and Development Park, as defined by §159.27(7), F.S., and as contemplated by §159.701, in describing the purpose of research and development authorities. These descriptions recognize the evolving and hybrid nature of research and development which includes not only traditional scientific and academic research, but also applied industrial applications, computer oriented research often related to regulatory or government functions, administrative functions required to support research activities, and ancillary uses intended to foster researcher interaction and achieve synergy by providing formal and informal meeting spaces and convenience uses on site. The following list provides examples of former, existing and planned uses which are categorized based on these functions. These examples are not intended to represent a list of all potential uses that may be permitted within Innovation Park, but rather to provide a framework for identifying eligible uses based on the statutory requirements.
  - a. Scientifically oriented production or assembly facilities, including industrial applications. Examples include:
    - a) Comm-Engines, Inc.
    - b) Elbit Systems of America
    - c) Danfoss Turbocor Compressors, Inc.
  - b. Prototype, scientific and product testing laboratories, including academic research. Examples include:
    - a) National High Magnetic Fields Lab



- b) Materials Research Building
- c) Center for Applied Superconductivity
- d) Center for Advanced Power Systems
- c. Administrative facilities providing infrastructure or services in support of research activities. Examples include:
  - a) Leon County Research and Development Authority
  - b) College Center for Library Automation
  - c) FSU Office of IP Development and Commercialization
  - d) Enterprise Resource Planning
  - e) Enterprise Information Technology
  - f) Northwest Regional Data Center
- d. Research oriented businesses which may provide related services. Examples include:
  - a) FSU Foundation, Inc.
- e. Research oriented government/educational institutions which may also involve related regulatory functions. Examples include:
  - a) Center for Ocean Atmospheric Prediction
  - b) Beaches and Shores Research Center
  - c) Florida Conflict Resolution Consortium
  - d) DEP Bureau of Laboratory Services
  - e) DEP Bureau of Mine Reclamation
  - f) Institute on Urban Policy and Commerce
  - g) The Florida Center for Reading Research
- f. Ancillary uses in support of research functions. Examples include:
  - a) Recreational/Amenities
  - b) Conference Facilities



- c) Hotels
- d) Restaurants
- e) Convenience/Sundries.

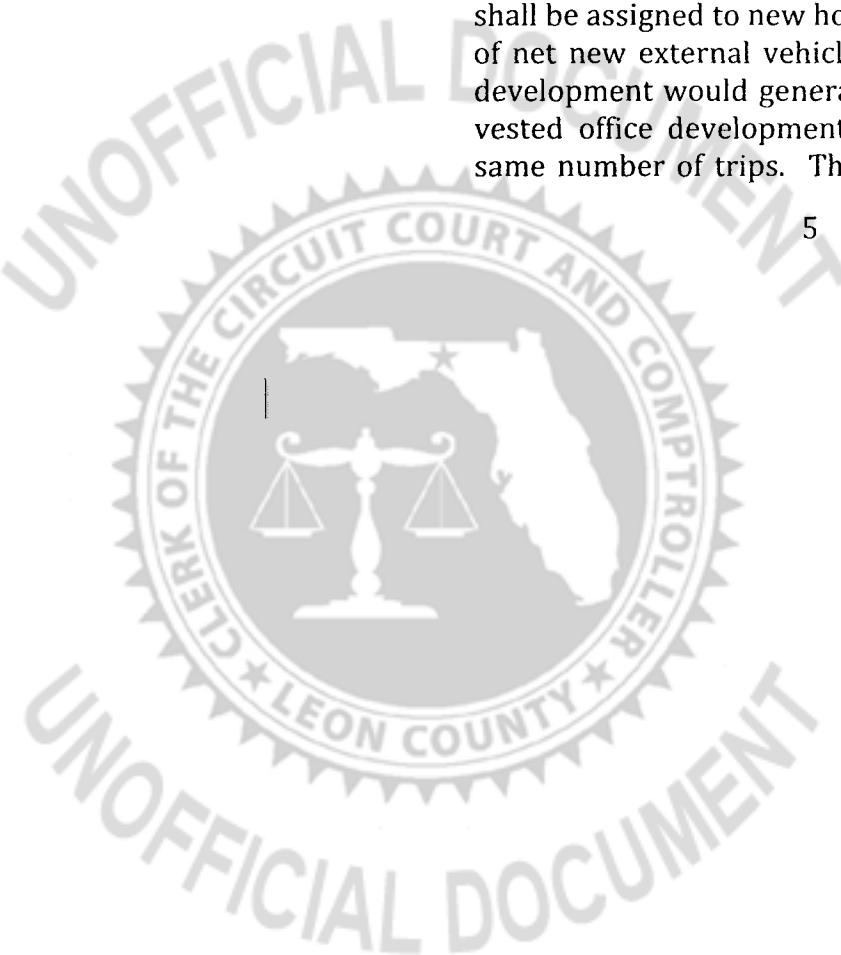
7. MULTI-MODAL TRANSPORTATION PLANNING. All future uses shall be planned to coordinate with the City's multi-modal transportation plans to maximize the opportunity for transit service to serve Innovation Park as well as to facilitate bicycle and pedestrian modes of transportation. Parking requirements shall be reduced as appropriate, consistent with the availability of transit service.

8. TRIP GENERATION. The trip generation for future land uses within Innovation Park shall be determined by using the Research and Development Center trip rate as published by the Institute of Traffic Engineers or through on site studies with prior approval of the City. Only stand-alone ancillary uses shall be evaluated independently based on their unique characteristics and potential for internal capture within Innovation Park. For example, a different trip rate shall not apply to a Starbucks or a Nature's Way-type restaurant that is developed as an ancillary use within a R&D building. The same rule would apply to hotels with a restaurant and conference center; a different trip rate would not apply to a restaurant and conference facilities that are ancillary to the hotel.

9. VESTED RIGHTS TRANSFERS.

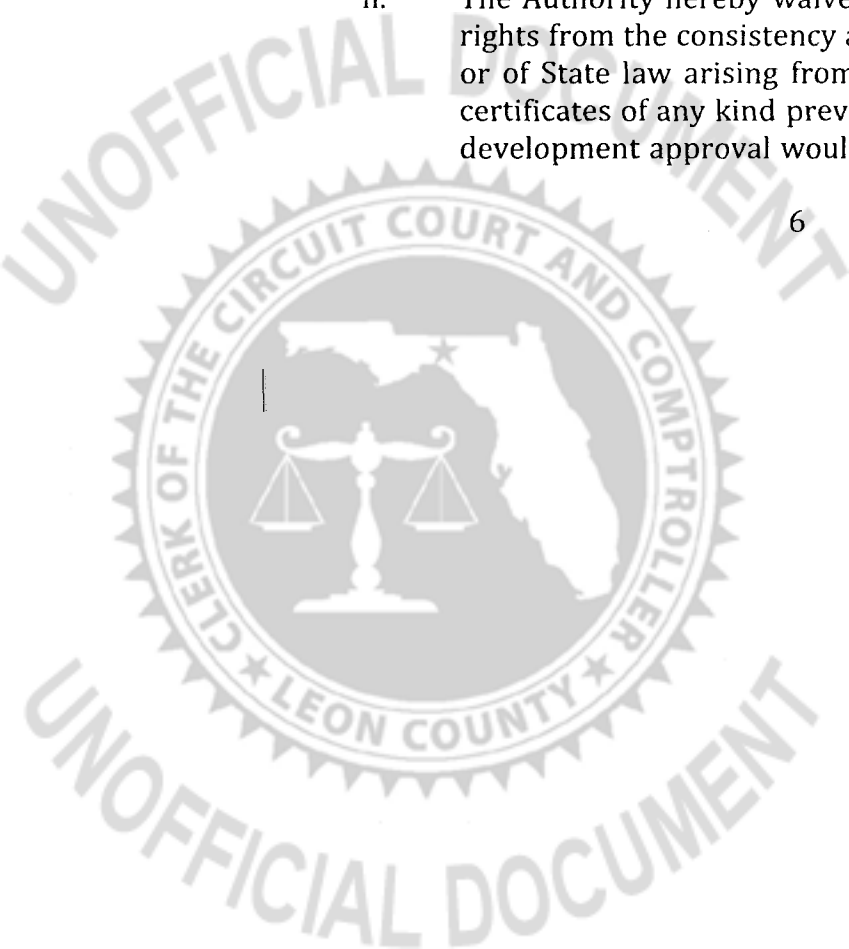
a. The parties hereto agree that Innovation Park is entitled to certain vested development rights, based upon earlier development approvals and vested rights determinations of the City, for future development exempt from the consistency and concurrency and proportionate fair share requirements of State or local laws. The remaining vested development is described in Exhibit "B", Sample Methodology, to this Agreement.

b. In order to preserve Innovation Park's vested rights, and to encourage future development of Innovation Park for the benefit of Florida A&M University and The Florida State University, and the citizens of Tallahassee, the parties hereto further agree that the remaining vested office development rights shall be available for the additional hotel units authorized in the Innovation Park Planned Unit Development (PUD). The remaining vested office development rights shall be assigned to new hotel development by calculating the number of net new external vehicle trips in the PM peak hour that the new development would generate, and reducing the remaining balance of vested office development by the square footage corresponding to same number of trips. The sample methodology to be used for this



calculation is set out in Exhibit "B" attached hereto. The new development must also demonstrate that there are no additional impacts to stormwater, potable water, or sanitary sewer.

- c. Vested rights may also be assigned from unused vested office development or from unused vested commercial development to any additional Research and Development uses authorized by a future PUD amendment using the sample methodology set out in Exhibit "B."
- d. Vested rights transfers shall be approved by the Leon County Research and Development Authority (hereafter "LCRDA") during the Site Plan Approval process established by the INNOVATION PARK/TALLAHASSEE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, February 10, 1981, and the LCRDA Resolution dated June 16, 1993 and recorded in the public records of Leon County at Book 984, Page 2269-86.
- e. The LCRDA shall have discretion to assign a greater or lesser number of vested trips to a particular use based on the following criteria:
  - (i) The potential to foster economic development and broaden the economic base of Tallahassee and Leon County;
  - (ii) The potential to promote scientific research at FAMU and/or FSU;
  - (iii) The potential for enhancement of Innovation Park.
- f. If mitigation is required over and above the vested rights assigned to new development, such mitigation shall be the developer's sole responsibility pursuant to the City's comprehensive plan and land development code then in effect.
- g. The LCRDA shall update Exhibit "B" as transfers are approved to maintain an accurate record of vested rights assigned to approved future development and the balance of vested rights remaining, and shall provide an updated copy of Exhibit "B," to the City Planning Department prior to the approval of development that would exceed the vested rights. In addition, the LCRDA shall provide an annual status report to the City Planning Department on the balance of vested rights.
- h. The Authority hereby waives and releases any other claim to vested rights from the consistency and concurrency requirements of the City or of State law arising from past vesting determinations, or vesting certificates of any kind previously issued by the City. If at any time a development approval would result in exceeding the available vested



rights, then a concurrency application must be submitted to the City by the developer.

10. RESERVATIONS OR DEDICATIONS OF LAND FOR PUBLIC PURPOSES.

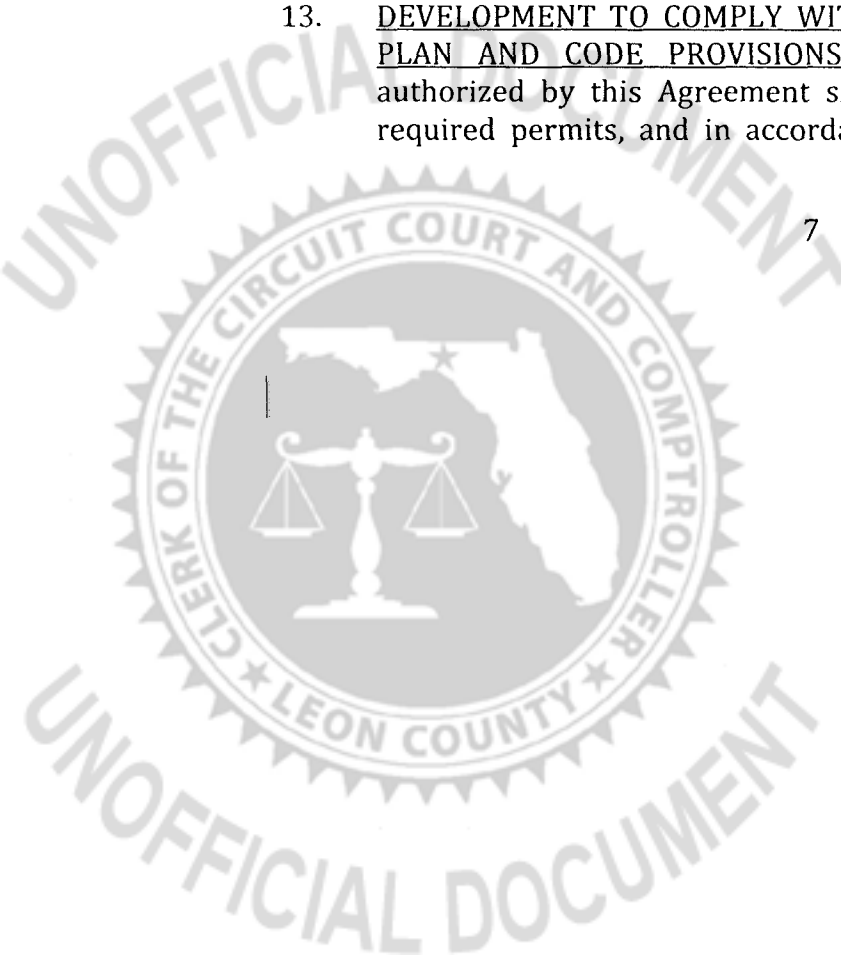
- a. Existing and future roadway right-of-way and utility and stormwater conveyance easements controlled by the City of Tallahassee.
- b. Recreation easements, stormwater management facilities and lakes, to be maintained by the LCRDA.

11. LOCAL PERMITS NEEDED. The following City development approvals are needed for development authorized by this Agreement and the amended PUD:

- a. Site Plan Approval by the Leon County Research and Development Authority Development Review Committee (hereafter "LCRDA") established by the INNOVATION PARK/TALLAHASSEE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, February 10, 1981, and the LCRDA Resolution dated June 16, 1993.
- b. City Building Permits.
- c. City Land Use Compliance Certificate.
- d. Natural Features Inventory.
- e. Environmental Impact Assessment.
- f. Environmental Management Permit.
- g. Water Management District Stormwater Permits.
- h. Concurrency certificate for non-vested development.

12. PERMITS FROM OTHER REGULATORY ENTITIES. The developer shall obtain all necessary permits from other local, regional, and state regulatory entities and provide copies of the same to the City and the Authority within a reasonable time after the permits are issued. The developer shall provide copies of all permit applications to the City and the Authority at least 10 days prior to filing to allow the City and the Authority an opportunity to comment on such application.

13. DEVELOPMENT TO COMPLY WITH PERMITS AND CITY COMPREHENSIVE PLAN AND CODE PROVISIONS. The development described in and authorized by this Agreement shall be developed in accordance with all required permits, and in accordance with all applicable provisions of the



City's Comprehensive Plan and Land Development Code in effect on the date this Agreement takes effect.

- 14. FINDING OF CONSISTENCY. The City finds that the development authorized herein is consistent with the City's Comprehensive Plan and Land Development Regulations in effect on the date this Agreement takes effect.
- 15. COMPLIANCE WITH PERMITS, TERMS, CONDITIONS AND RESTRICTIONS NOT IDENTIFIED HEREIN. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
- 16. LAWS GOVERNING DEVELOPMENT UNDER THIS AGREEMENT.
  - a. For the duration of this Agreement, all development shall comply with and be controlled by this Development Agreement and the provisions of the City's Comprehensive Plan and Land Development Code in effect on the effective date of this Agreement.
  - b. Pursuant to Section 163.3223, Florida Statutes, the City may apply subsequently adopted laws and policies to the property covered by this Agreement only after the required public hearings and based upon legislative findings as prescribed by Section 163.3223.
  - c. If state or federal laws enacted after the effective date of this Agreement preclude any party from complying with this Agreement, this Agreement shall be modified as necessary to comply with the relevant State or federal laws. However, this provision shall not be construed to waive or abrogate any rights that may vest in the developer or the Authority pursuant to common or statutory law.
- 17. AMENDMENT, RENEWAL, AND TERMINATION. This Agreement may be amended, renewed, or terminated as follows:
  - a. This Agreement may be amended by mutual consent of the parties or by their successors in interest, by a written instrument signed by the parties or their successors. Section 163.3237, Florida Statutes.
  - b. This Agreement may be renewed by the mutual consent of the parties, subject to the advertising and public hearing requirements of Section 163.3225, Florida Statutes.
  - c. This Agreement may be terminated by the Authority following a breach of the Agreement upon written notice to the City as provided herein.





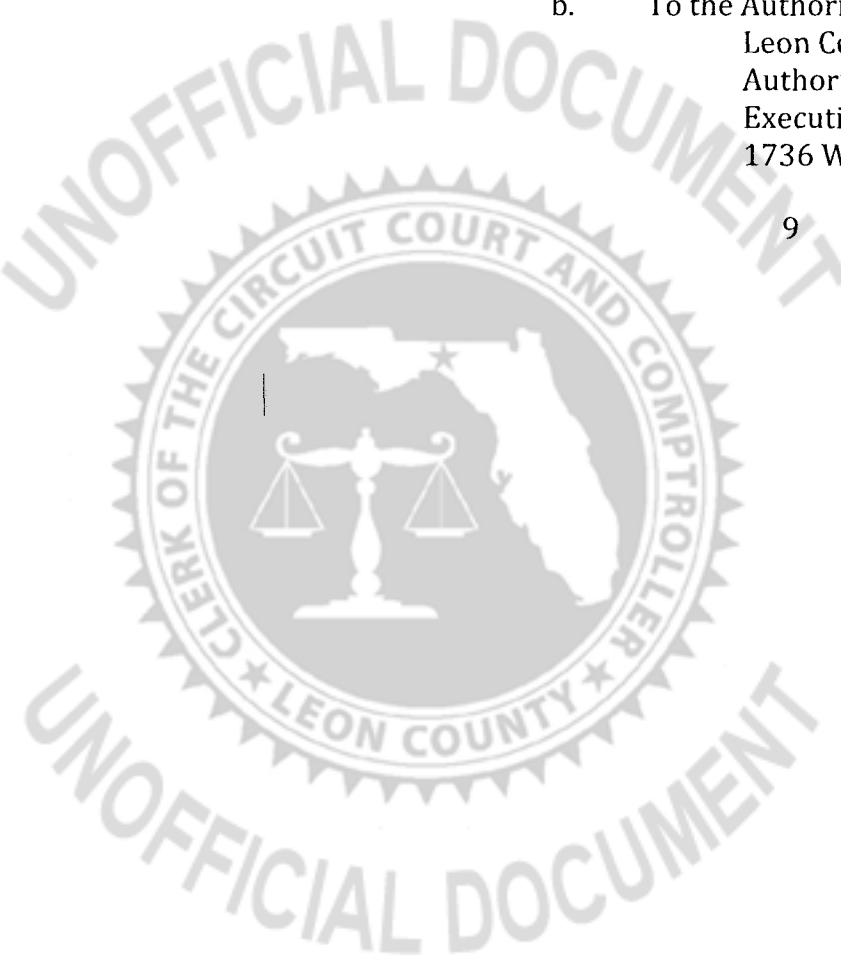
- d. This Agreement may be revoked by the City if the City finds, based on competent substantial evidence, that there has been a failure to comply with the terms of this Agreement, pursuant to Section 163.3235, Florida Statutes.
- e. This Agreement may be terminated by mutual consent of the parties, by a written instrument signed by the parties or their successors.

18. BREACH OF AGREEMENT AND CURE PROVISIONS.

- a. If the city determines that there has been a material breach of this Agreement, or of a permit issued by the city or other regulatory entity for development authorized by this Agreement, the City shall serve written notice on the Authority identifying the term or condition the City contends has been breached and the factual basis for the City's determination. The notice shall provide the Authority ninety (90) days from receipt of the notice to cure the breach.
- b. If the Authority determines that there has been a material breach of this Agreement, the Authority shall serve written notice on the City identifying the term or condition the Authority contends has been breached and the factual basis for the Authority's determination. The notice shall provide the City ninety (90) days from receipt of the notice to cure the breach.
- c. If a material breach is not cured within the time provided, the party that provided notice may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.
- d. If a party waives a material breach of this Agreement, such waiver shall not be deemed a waiver of any subsequent breach.

19. NOTICES. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing to the addressees identified below, and may be delivered by (a) personal delivery, or (b) United States Mail. Notice shall be effective upon receipt by the following:

- a. To the City:  
 City Attorney's Office  
 300 So. Adams St.  
 Tallahassee, FL 32301
- b. To the Authority:  
 Leon County Research and Development  
 Authority  
 Executive Director  
 1736 West Paul Dirac Drive



Tallahassee, FL 32310

- 20. ENFORCEMENT. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215, Florida Statutes, or the State land planning agency may file an action for injunctive relief in the Circuit Court of Leon County, Florida, to enforce the terms of this Agreement or to challenge it for compliance with Sections 163.3220-163.3243, Florida Statutes.
- 21. ASSIGNMENT. This Agreement may not be assigned without the written consent of the parties.
- 22. ENTIRETY OF AGREEMENT. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified except by a written instrument signed by the parties after notice and hearing, if required by law.
- 23. RECORDING; EFFECTIVE DATE. The Authority shall record this Agreement in the public records of Leon County within 14 days after execution by the parties. A copy of the recorded Agreement shall be served on the State land planning agency, and a copy provided to the City. This Agreement shall take effect thirty (30) days after the recorded Agreement is received by the State land planning agency.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates written below.

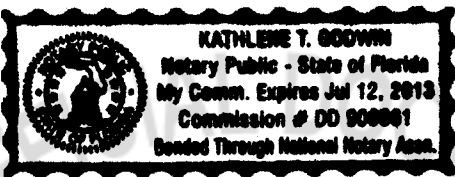
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

By: Thomas A. Barron  
Thomas A. Barron, Chairman

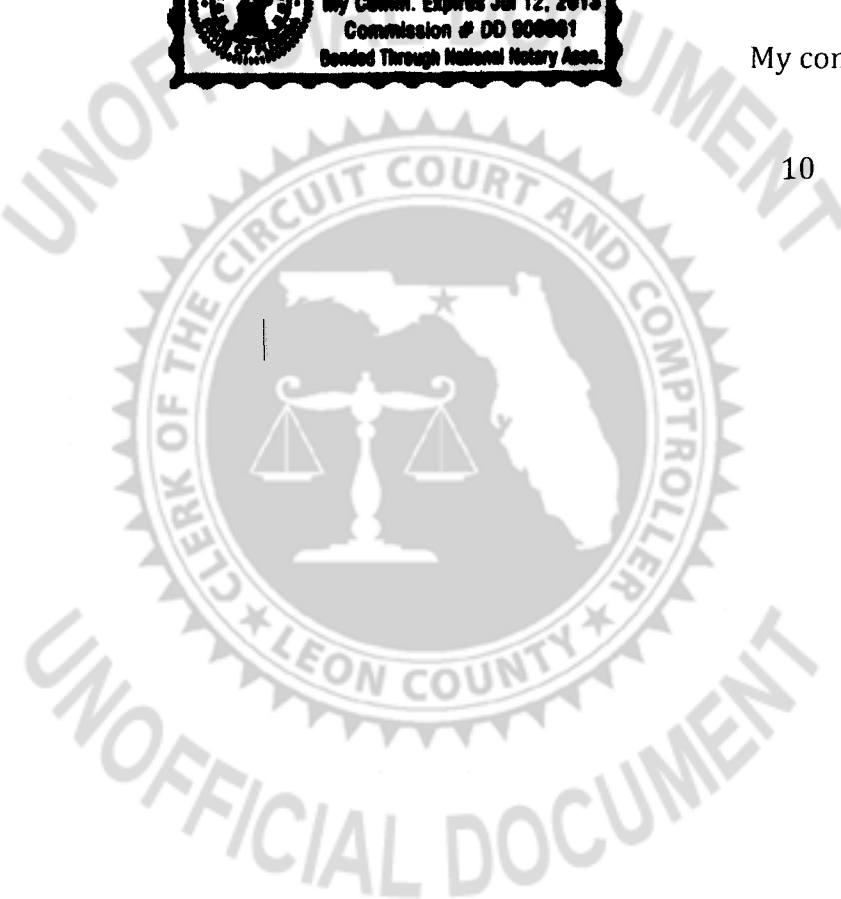
Date: 7/13/10

STATE OF FLORIDA  
COUNTY OF LEON,

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2010, by Thomas A. Barron, Chairman, Leon County Research and Development Authority, who is personally known to me or who produced \_\_\_\_\_ as identification.



Kathlene T. Godwin  
Notary Public  
Name: Kathlene T. Godwin  
(typed, printed or stamped)  
My commission expires: 7/2013



Approved by the City Commission on June 23, 2010.

THE CITY OF TALLAHASSEE

By: [Signature] Date: 8/9/10  
John R. Marks III, Mayor

ATTEST:

[Signature]  
Gary Herndon, City Treasurer-Clerk

APPROVED AS TO FORM:

[Signature]  
James R. English, City Attorney

STATE OF FLORIDA  
COUNTY OF LEON,

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2010, by John R. Marks III, Mayor of the City of Tallahassee, who is personally known to me or who produced \_\_\_\_\_ as identification.

Paula D. Burn

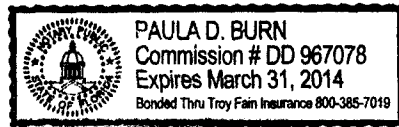
Notary Public

Name: \_\_\_\_\_

(typed, printed or stamped)

My commission expires: \_\_\_\_\_

TAL 451,553,862v1



**INNOVATION PARK DEVELOPMENT AGREEMENT**

**EXHIBIT A**

**LEGAL DESCRIPTION  
INNOVATION PARK/TALLAHASSEE**

Begin at an old concrete monument marking the Southwest corner of the East half of the Northwest quarter of Section 3, Township 1 South, Range 1 West, Leon County, Florida, and run North 00 degrees 25 minutes 51 seconds West along the West boundary of the East half of the Northwest quarter of said Section 3 a distance of 662.86 feet to the Southerly right of way boundary of Roberts Avenue, thence run South 82 degrees 06 minutes 50 seconds East along said Southerly right of way boundary of Roberts Avenue 2431.02 feet to the Easterly boundary of a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 2172.37 feet, thence run North 88 degrees 41 minutes 49 seconds West 40.26 feet, thence run South 01 degrees 18 minutes 11 seconds West 44.00 feet, thence run South 88 degrees 41 minutes 49 seconds East 39.84 feet to said Easterly boundary of a powerline easement, thence run South 01 degrees 50 minutes 55 seconds West along said Easterly boundary of a powerline easement 172.26 feet, thence run North 86 degrees 27 minutes 46 seconds West along the Southerly boundary of said powerline easement and a projection thereof 1879.32 feet, thence run South 88 degrees 54 minutes 57 seconds West along said Southerly boundary of a powerline easement 2069.65 feet to a concrete monument on the West side of a ditch, thence run Northerly along the West side of said ditch as follows:

North 15 degrees 45 minutes 28 seconds East 240.68 feet, thence North 10 degrees 56 minutes 35 seconds East 173.77 feet, thence North 01 degrees 10 minutes 11 seconds East 399.58 feet, thence North 00 degrees 56 minutes 36 seconds West 203.45 feet, thence North 27 degrees 41 minutes 18 seconds West 407.50 feet, thence North 10 degrees 13 minutes 03 seconds West 221.38 feet, thence North 01 degrees 29 minutes 20 seconds West 397.40 feet to a concrete monument, thence leaving said West bank of a ditch run North 89 degrees 59 minutes 41 seconds East 434.95 feet to an old terra cotta monument marking the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 3, thence run North 89 degrees 59 minutes 41 seconds East along the South boundary of the Northwest quarter of said Section 3 a distance of 1319.87 feet to the Point of Beginning, containing 207.92 acres, more or less. The above described property being subject to a powerline easement recorded in Deed Book 30, Page 262 of the Public Records of Leon County, Florida.

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UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

### EXHIBIT B

Innovation Park Development Agreement Status of Vested Development			
Scenario	Net New PM Peak Hour		
	Total	Enter	Exit
<b>Original Vested Development</b>			
50 Room Hotel 1,813,800 sq-ft Research and Development 50,000 sq-ft Office 15,000 sq-ft Commercial	1,655	300	1,355
<b>Existing (January 2010) Development</b>			
0 Room Hotel 1,109,826 sq-ft Research and Development 3,140 sq-ft Office 0 sq-ft Commercial	862	129	733
<b>Remaining Available Balance</b>			
50 Room Hotel 703,974 sq-ft Research and Development 46,860 sq-ft Office 15,000 sq-ft Commercial	793	171	622

Innovation Park Development Agreement Trip Generation - Original Vested Development													
Land Use #	Land Use Type	Size	Units	Formula	Total Trips	Enter	Exit	Total Internal Trips	Internal Enter	Internal Exit	Net New External Trips		
											Total	Enter	Exit
310	Hotel	50	Rooms	T=0.46(X)	23	11	12	5	3	2	18	8	10
710	General Office Building	50	KSF	T=2.23(X)	112	19	93	2	1	1	110	18	92
760	Research and Development Center	1813.8	KSF	T=0.77(X)	1,397	210	1,187	20	8	12	1,377	202	1,175
820	Shopping Center	15	KSF	T=11.90(X)	179	88	91	29	16	13	150	72	78
											1,655	300	1,355

Innovation Park Development Agreement Trip Generation - Existing (January 2010) Development													
Land Use #	Land Use Type	Size	Units	Formula	Total Trips	Enter	Exit	Total Internal Trips	Internal Enter	Internal Exit	Net New External Trips		
											Total	Enter	Exit
310	Hotel	0	Rooms	T=0.46(X)	0	0	0	0	0	0	0	0	0
710	General Office Building	3.14	KSF	T=2.23(X)	7	1	6	0	0	0	7	1	6
760	Research and Development Center	1109.8	KSF	T=0.77(X)	855	128	727	0	0	0	855	128	727
820	Shopping Center	0	KSF	T=11.90(X)	0	0	0	0	0	0	0	0	0
											862	129	733

The above reflects the methodology to be used for converting existing available uses related to traffic and how the proposed development will not exceed the established impacts for enter and exit trips remaining for the unbuilt remainder of development. Calculations and comparison should be prepared for future development occurring within Innovation Park based on this example. The specific calculation rates/equations should be coordinated with City of Tallahassee Growth Management staff prior to completion of the comparison. For purposes of transportation concurrency, it is reasonable to initially assume that the latest ITE *Trip Generation* data would be the appropriate tool to use to estimate net new external p.m. peak hour directional trips.

The proposed development will also be responsible for demonstrating that there will be no increase in impacts to Water, Sewer, and Stormwater as described in the latest concurrency manual approved by the City Commission.

