STATE BOARD OF EDUCATION Consent Item

May 16, 2018

SUBJECT: Deed Modification; 808 W. Panhellenic Dr., Gainesville, Florida

PROPOSED BOARD ACTION

For Approval

AUTHORITY FOR STATE BOARD ACTION

Section 1002.02, F.S.

EXECUTIVE SUMMARY

On November 5, 1980, the Board of Education of the State of Florida conveyed title to a parcel located in Gainesville, Florida, to D. G. House Corporation (hereinafter "Delta Gamma"), the governing entity of the Gamma Theta Chapter of the Delta Gamma female fraternal organization. The parcel is described as follows:

Start at a point of beginning which is the northwest corner of Section Eight (8), Township Ten (10) South, Range Twenty (20) East; from the point of beginning run East One Hundred and Eighty (180) feet, thence South One Hundred and Thirty-two (132) feet, thence West One Hundred and Eighty (180) feet, thence North One Hundred and Thirty-two (132) feet, to the point of beginning; reserving, however to the Grantor, its successors and assigns, forever, an easement or right-of-way, in, over and upon a strip of land five (5) feet in width, parallel and adjacent to the north line of said lot, and in, over and upon a strip of land five (5) feet in width, parallel and adjacent to the west line of said lot, with the right to construct, install and maintain transmission lines and telephone lines, poles, appliances, and other utilities, including underground conduits, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right of ingress and egress to and from said strip; and also the right to cut and keep clear all trees and undergrowth and other obstruction on said strip, and danger trees adjacent thereto where necessary.

In making such conveyance, the Board of Trustees prescribed the following restrictions:

(b) Any housing facility that may hereafter be constructed on said lot shall be of such size as to comfortably accommodate not less than twenty-five (25), nor more than fifty (50) students, living on the premises. It shall face the front line of the lot, as hereinafter defined. (c) No building shall be constructed on said lot less than forty (40) feet from the East line (herein defined to be the front line) of said lot, and no less than fifteen (15) feet from the North and South lines of said lot.

Since the original conveyance, Delta Gamma has determined that the facility located on the parcel is in need of either renovation or full reconstruction. Having bid out both options and finding a minimal cost differential, Delta Gamma has opted to rebuild the house if the appropriate approvals and permits can be obtained and sufficient funds raised.

Thus far, Delta Gamma has been successful in both regards. In terms of fundraising, Delta Gamma has received pledges in excess of \$1,300,000.00, of which over \$900,000.00 has been collected. Delta Gamma has also received construction approval from the University of Florida, evidence of which is attached hereto. Delta Gamma asserts that, aside from the deed restrictions described herein, it has received full approval to proceed.

Presently, Delta Gamma is requesting modification of the deed restrictions described herein, so that the new house may utilize more of the parcel and house more chapter members. As the Gamma Theta Chapter currently averages 250 to 275 members per year, the current facility, due to space constraints, offers only restricted activity and meeting options. The design of the new house – three stories, approximately 25,000 square feet, technological upgrades, integrated meeting spaces and more bedrooms for chapter members – will allow for a significant improvement in the quality and functionality of the facility.

Supporting Documentation Included: Original Deed, November 5, 1980; Topographical Survey, August 6, 2015; Schematic Presentation Drawings, February 24, 2016; Letter of No Objection, University of Florida, March 21, 2018; Request for Modification of Deed Restriction, April 17, 2018; and Proposed Deed Modification Instrument

Facilitator/Presenter: Jason D. Borntreger, Assistant General Counsel

CLERK CHACHUA COUNTY, FL. DEED

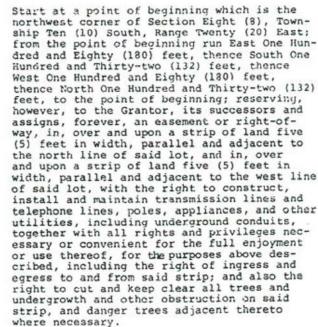
1980 1 20

THIS INDENTURE made this 5 day of Noseulus; 1930 1980, between the STATE BOARD OF EDUCATION OF FLORIDA, a body corporate under the Constitution of the State of Florida, Grantor herein, and D. G. House Corporation, a Florida non-profit corporation, whose mailing address is 808 West Panhellenic Drive, Gainesville, Florida 32601

Grantee herein,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to the Grantee, its successors and assigns, that piece or parcel of real property (hereinafter referred to as the "lot") situate, lying and being in the County of Alachua, State of Florida, particularly described as follows:



TO HAVE AND TO HOLD the lot subject to the following restrictions, covenants and reservations, which shall be construed to be covenants running with the land for the benefit of the Grantor, the Grantee, the University of Florida (hereinafter referred to as the "University") as an agency of the Board of Regents of the State of Florida, their successors and assigns, and shall be binding upon the Grantee and the Grantee's successors and assigns, to wit:

539933

1327 PAGE 480

7-2

- (1) Only one (1) building, and no more, may be constructed and exist on said lot at any time, and said building shall be used solely and exclusively as a University-approved housing facility for housing students attending the University of Florida.
- (2) In the event of the destruction of the existing building on said lot, no building shall thereafter be constructed on said lot until the architectural plans and specifications therefor and the financing thereof shall have been approved in writing by the University of Florida, acting on behalf of the Grantor; among others, any such building must conform to the following requirements:
- (a) Livable floor space, exclusive of open porches and terraces, shall be not less than five thousand (5,000) square feet; and the minimum cost shall be not less than forty thousand dollars (\$40,000.00).
- (b) Any housing facility that may hereafter be constructed on said lot shall be of such size as to comfortably accommodate not less than twenty-five (25), nor more than fifty (50) students, living on the premises. It shall face the front line of the lot, as hereinafter defined.
- (c) No building shall be constructed on said lot less than forty (40) feet from the East line (herein defined to be the front line) of said lot, and no less than fifteen (15) feet from the North and South lines of said lot.
- (3) For the purpose of University regulations, and their enforcement, said lot shall at all times he considered a part of the campus of the University of Florida, so long as it is used as a University approved housing facility or for other University activity; and, said lot, as well as all persons occupying the same, and all persons entering or remaining thereon, shall be subject to reasonable University of Florida Rules pertaining to traffic, sanitation, and police regulations, University Rules for the conduct of student personnel and University employees, and regulations of student organizations. Said lot shall at all times be kept in a neat, clean and sanitary condition.

Grantor hereby gives and grants to the Grantee, a rightof-way over, and an easement for the use of, the driveway in
front of said lot and the parkway on which said lot fronts;
said easement and right-of-way to be held and enjoyed by the
Grantee so long as it may be used for any purposes not prohibited in this Deed. Nothing herein shall be construed to
limit the use of said driveways or parkways by the Grantor,
the University, and their successors and assigns; and, in
addition to the title thereto remaining in the Grantor, the
University shall have the right to regulate the use thereof
for the health, welfare and safety of the occupants of said
lot and the adjoining premises, and for the best interest of
the University, to the same extent as the Grantor and University
might regulate driveways, parkways, parking areas or parks on
other parts of the University campus.

In the event that the Graniee, at any time, should desire to sell the lot, it shall be first offered to the Grantor, its successors or assigns, upon six (6) nonths written notice, at its then appraised value; and appraised value shall mean that value placed thereon by two or more of three appraisers, one selected by the Grantor, and one by the Grantee and the third by the two thus selected, or as determined by a single appraiser selected by both Grantor and Grantee. In

1327 PAGE 481

the event of resale to the Grantor, or reacquisition by the Grantor, the restrictions herein set forth limiting the use of the lot shall not apply except that it shall be put to no use or purpose which would injure or damage the value of other University approved housing facilities in the same area or detract from the value thereof; but the Grantor may restore such restrictions should it again sell said lot.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and the official seal of the State Board of Education of Florida to be hereunto offixed, in the City of Tallahassee, Florida on the day and year first above written.

diameter ... 32-45 onthe

Education

foner

As and constituting the State Board of Education of the State of Florida

1327 IME 482

APPROVED AS TO FORM, BUT LECALITY SUBJECT TO EXECUTION BY ALL PARTLES CAFICE OF THE RETURNAL COUNSEL

-3-



EAST ELEVATION







NORTH ELEVATION



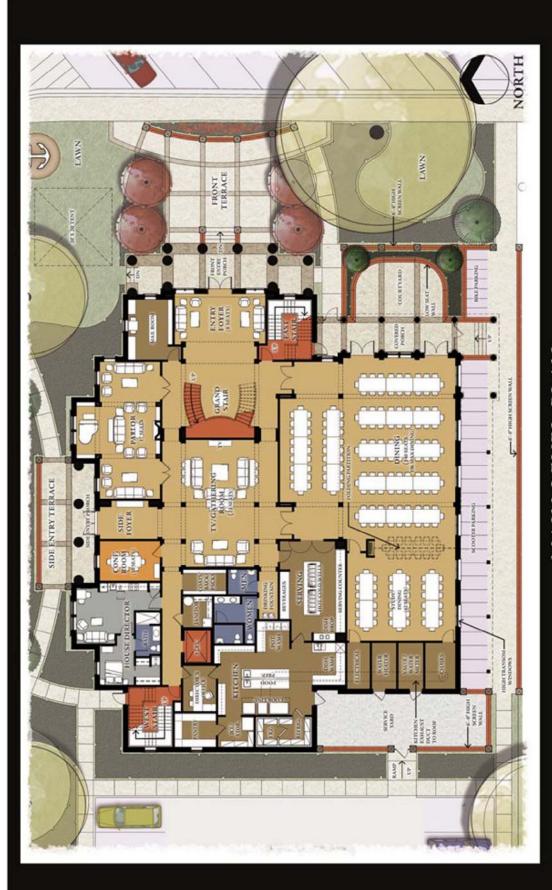




ITE PLAN



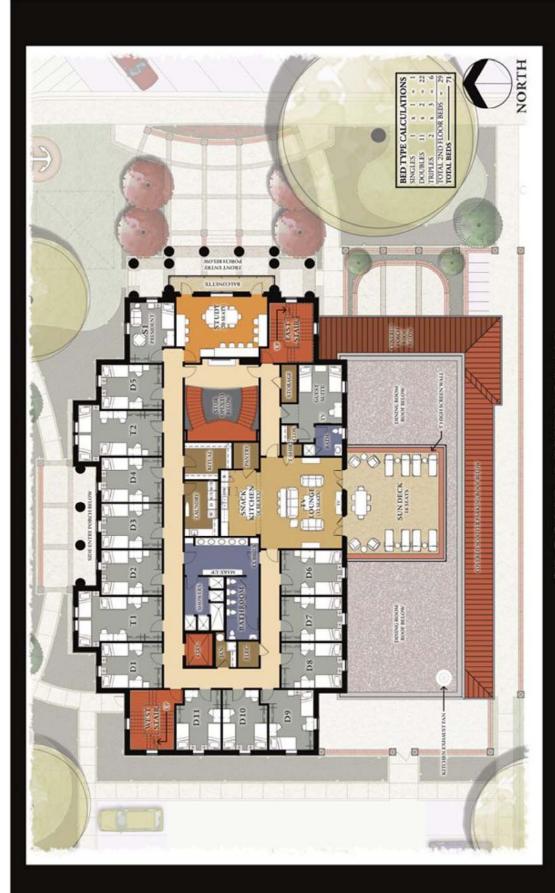




MAIN LEVEL PLAN



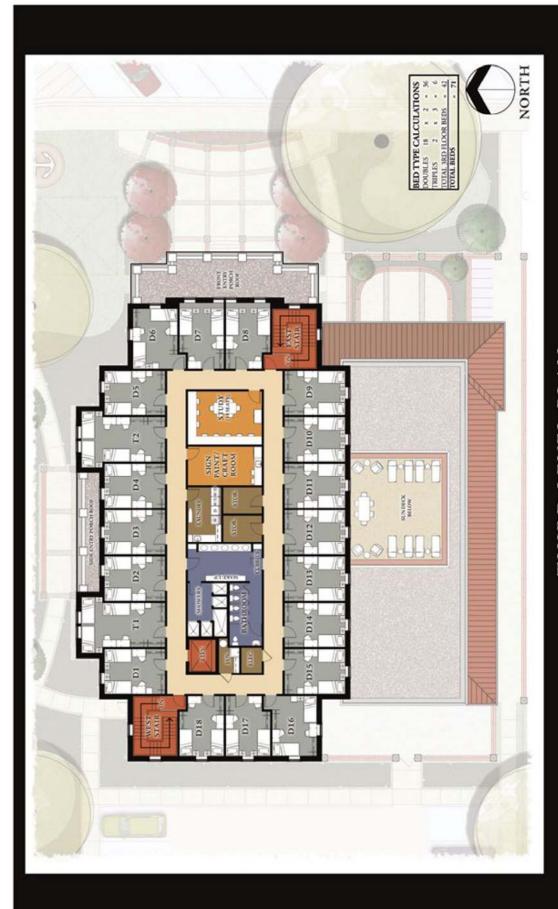




SECOND LEVEL PLAN







THIRD LEVEL PLAN







Business Affairs Office of the Vice President

204 Tigert Hall PO Box 113100 Gainesville, FL 32611-3100 352-392-1336 352-392-6278 Fax

March 21, 2018

VIA ELECTRONIC MAIL

Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3800 Commonwealth Boulevard, MS 130 Tallahassee, Florida 32399-3000 Upland.Applications@dep.state.fl.us

Re: Letter of no objection to request for amendment of deed restrictions

Dear Sir/Madam:

This correspondence is addressed to the Florida Department of Environmental Protection ("Department") in its capacity as agent for the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Board"), and pertains to a request for an amendment of existing deed restrictions covering real property located adjacent to the University of Florida's ("University") main campus in Gainesville.

Pursuant to that certain deed dated November 5, 1980, and recorded in the Official Records of Alachua County, Florida, in book 1327, page 480 (the "Deed"), the Florida State Board of Education (predecessor to the Board), as grantor, deeded certain real property described in the Deed and located at 808 West Panhellenic Drive (the "Property") near the University's main campus to the D. G. House Corporation (the "Corporation"), as grantee, for use as a Universityapproved student housing facility. This conveyance was made subject to a number of restrictions as set forth in the Deed, including (i) a restriction limiting the number of students occupying the premises, and (ii) a restriction specifying minimum lot-line setbacks for any structure built on the Property (see restrictions #2b and #2c in the Deed; collectively the "Restrictions"). The Corporation now desires to construct a new, larger structure on the Property, and is requesting an amendment to the Restrictions in order to accommodate such structure. Specifically, the Corporation is requesting that (i) the Restriction pertaining to maximum occupancy be increased from 50 students to 71 students, and (ii) the Restriction creating a minimum set-back on the east side of the Property be reduced from 40' to 15' (i.e., facing West Panhellenic Drive). The relevant University personnel have reviewed and approved this request from the Corporation for deed restriction amendments, and the proposed increase in occupancy and reduction of setback is not in conflict with the University's Campus Master Plan.

This proposed amendments to the Restrictions identified herein will allow for the construction of a larger housing facility located on the Property, thus accommodating increased numbers of

The Foundation for The Gator Nation

14

Department of Environmental Protection Division of State Lands March 21, 2018 Page 2

University students residing in University-recognized housing near campus and expanding opportunities for student interaction and participation. Therefore, the University has no objection to the Corporation's request to amend the Restrictions in the manner described herein. Should you have any questions or concerns, please contact our office.

Yours truly,

Curtis A. Reynolds

Vice President for Business Affairs

cc: Colt Little - UF General Counsel's Office

D.G. HOUSE CORPORATION

The Gamma Theta Chapter of Delta Gamma Fraternity is housed at 808 West Panhellenic Drive in Gainesville, University of Florida. The real property and improvements are owned by the governing organization, D. G. House Corporation. The existing sorority house was built in the 1960's and has been renovated numerous times.

After an extensive feasibility study and much research the Board of Directors of D. G. House Corporation determined that the house was in need of a complete renovation or new facility. Bids were sent out to local construction companies. The difference in the final cost to either rebuild or renovate was minimal. Therefore, the final decision was to rebuild the house if the appropriate approvals and permits could be obtained and sufficient funds raised from the UF alumnae to support such a project.

Our process began with the University which requires a four tiered approval process. We have worked closely will all the departments and after months of work received full approval to proceed. (See attached). Moreover, the fund raising campaign succeeded beyond our expectations and we have received pledges in excess of \$1,300,000.00, of which over \$900,000.00 has been collected. The generosity and support of the Gamma Theta alumnae and current chapter members have allowed us to proceed with the new house.

The Gamma Theta Chapter averages 250 to 275 members per year. The current house does not allow for the full chapter to enjoy meals and other activities together due to space constraints. The design of the new house will allow for all the women of the chapter to eat and meet in a space that will help to enhance their sisterhood.

The new house will be approximately 25000 square feet. The new house will be three stories with bedrooms to sleep 71 students. There will also be a meeting space to accommodate the increased number of chapter members and allow for the much needed technology upgrades.

D. G. House Corporation is requesting the Modification of Deed Restrictions so that the new house will utilize most of the land on which the house is to be constructed and to house more chapter members during the academic school year.

MODIFICATION OF DEED RESTRICTIONS

THIS MODIFICATION OF DEED RESTRICTIONS is made this ___ day of May, 2018 by and between the STATE BOARD OF EDUCATION OF THE STATE OF FLORIDA ("Grantor") and D. G. HOUSE CORPORATION, a Florida non-profit corporation ('Grantee").

WHEREAS, Grantor conveyed to Grantee a parcel of land in Deed dated November 5, 1980, and recorded in Official Records Book 1327, Page 480, Public Records of Alachua County, Florida, described as follows:

Start at a point of beginning which is the northwest corner of Section Eight (8), Township Ten (10) South, Range Twenty (20) East; from the point of beginning run East One Hundred and Eighty (180) feet, thence South One Hundred and Thirty-two (132) feet, thence West One Hundred and Eighty (180) feet, thence North One Hundred and Thirty-two (132) feet, to the point of beginning; reserving, however to the Grantor, its successors and assigns, forever, an easement or rightof-way, in, over and upon a strip of land five (5) feet in width, parallel and adjacent to the north line of said lot, and in, over and upon a strip of land five (5) feet in width, parallel and adjacent to the west line of said lot, with the right to construct, install and maintain transmission lines and telephone lines, poles, appliances, and other utilities, including underground conduits, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right of ingress and egress to and from said strip; and also the right to cut and keep clear all trees and undergrowth and other obstruction on said strip, and danger trees adjacent thereto where necessary.

AND, WHEREAS, the Deed contains certain restrictive covenants ("Restrictions");

AND, WHEREAS, the Grantor and Grantee wish to amend some of the aforementioned Restrictions.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, terms and conditions herein contained, and Ten Dollars (\$10.00) and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree to amend the Restrictions as follows:

1. The Restriction set forth in Paragraph 2 (b) of the Deed is hereby replaced and superseded in its entirety by the following:

Any housing facility that may hereafter be constructed on said lot shall be of such size as to comfortably accommodate not less than twenty-five (25), nor more than seventy-one (71) students, living on the premises.

2. The Restriction set forth in Paragraph 2 (c) of the Deed is hereby replaced and superseded in its entirety by the following:

No building shall be constructed on said lot less than fifteen (15) feet from the East line of said lot, and no less than fifteen (15) feet from the North and South lines of said lot.

- 3. Except as expressly modified hereby, the original terms, conditions and Restrictions contained in the Deed shall remain unchanged in each and every respect and in full force and effect, and the same are hereby ratified, approved and confirmed by Grantor and Grantee as of the date of this Modifications of Deed Restrictions.
- 4. It is understood and agreed by Grantor and Grantee that this Modification of Deed Restrictions is hereby binding upon the parities hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Modification of Deed Restrictions to be executed the day and year first above written.

(Remainder of this page intentionally left blank)

BOARD OF EDUCATION OF THE STATE OF FLORIDA;

Pam Stewart	Witness		
Commissioner of Education			
	Printed Name		
	Witness		
	Printed Name		
STATE OF FLORIDA COUNTY OF			
The foregoing instru	ment was acknowledged before me this		
	as of the STATI		
BOARD OF EDUCATION OF	FLORIDA, who is either (a) personally		
	produced a		
identification.			
	NOTARY PUBLIC		
	Print Name:		
	My Commission Expires:		

Teresa Garrett, President	Witness		
	Printed Name		
	Witness		
	Printed Name		
STATE OF FLORIDA COUNTY OF			
day of May, 2018, by Teresa CORPORATION, a Florida no	ment was acknowledged before me this Garrett as President of the D. G. HOUSE on-profit corporation who is either (a) me or (b) has produced as identification.		
	NOTARY PUBLIC		
	Print Name:		
	My Commission Expires:		