

POLICY ON THE ASSIGNMENT OF UNIVERSITY LAND

I. POLICY STATEMENT

Auburn University's "Policy on the Assignment of University Land" describes the process for assigning University Land in accordance with the Campus Master Plan and defines the implementation of the Campus Master Plan Land Use Element.

II. POLICY PRINCIPLES

- A. The land owned by Auburn University ("the University") is one of its most valuable resources. Strong stewardship and strategic utilization of this important resource is essential to ensuring the ability of the University to meet its mission and long-term growth capacity.
- B. All campus facilities and land, whether used for academic or non-academic functions, belong to the University, not individual colleges, schools, units, divisions, departments, centers, research groups, or other organizations.¹
- C. All use of University Land must comply with the [Campus Master Plan Land Use Element](#).
- D. Auburn University Facilities Management ("Facilities Management") provides administrative management and oversight of campus facilities and lands on behalf of the University. Day-to-day management and operation of University facilities and land will typically be assigned to individual colleges, schools, or other University organizations through the use of Land Use Assignment Agreements.
- E. All use of University Land, either short-term or long-term, must comply with requirements established by:
 1. The University including, but not limited to, insurance, indemnification, deeds and covenants campus operations, maintenance, long-term resource stewardship, and;
 2. Applicable Federal and State laws and regulations, including but not limited to environmental regulations, storm water management, and non-discrimination requirements.
- F. University Land shall be assigned based on the following Land Use principles:
 1. Highest priority and best use;

¹ Deed or gift restrictions of property conveyed to Auburn University may mandate specified uses but ownership resides with Auburn University.

2. Greatest long term contribution to the University's mission;
 3. Demonstrated need;
 4. Compliance with the Campus Master Plan
- G. University Land shall typically be assigned to colleges, schools, or other University organizations per the process detailed in this policy.²
1. This policy describes the process for the assignment and reassignment of University Land according to campus priorities as well as current and future institutional needs.
 2. This policy establishes the mechanism for University organizations to make formal requests for the short or long-term use of University Land.
- H. The University, at its discretion, may implement, continue, discontinue, or modify the use or assignment of its facilities and/or land at any time.
1. No University organization shall unilaterally utilize or appropriate non-assigned University Land for its use.
 2. University organizations are only authorized to use the University Land assigned to them.
 3. Land Use Assignments of University Land are not made in perpetuity.
 - a. Assignments of University Land shall be made for a fixed period of time for specific uses and are subject to periodic review and analysis.
 - b. Past utilization of University Land does not guarantee continued future use.
 - c. Land Use Assignments may be renewed if the past use still represents the best utilization of the land consistent with the University's priorities and requirements.
- I. University Land may be assigned to a University organization for use by non-university organizations or other entities that provide mission-critical support to the University per the following conditions.
1. A Land Use Assignment Agreement or a Temporary Land Use Permit shall be made with a sponsoring University organization on behalf of the non-university organization.

² The Board of Trustees retains ultimate authority to manage all university resources including real property.

2. Land Use Assignments involving non-university organizations will require a written agreement (“Agreement”) signed by all parties that details the nature of the agreement between the University, the non-university organization, and its sponsor. An Agreement must be in place prior to issuance of a Land Use Assignment Agreement.
3. The Agreement will stipulate terms and conditions including length of use, renewals, and license fees (if applicable) and must be approved by University Legal Counsel.
4. Depending on the nature and duration of the requirement, the sponsoring University organization may be issued a Land Use Assignment Agreement or a Temporary Land Use Permit, as appropriate.
5. Failure to comply with the terms and restrictions of the Agreement or the Land Use Assignment Agreement or the Temporary Land Use Permit will result in the revocation of the right of the non-university organization to use the requested land.

III. **EFFECTIVE DATE**

APPROVED: February 4, 2015

IV. **APPLICABILITY**

This policy applies to University-owned and University leased facilities and land. The Land Use assignments per this policy will be limited to the Auburn University Main Campus, the North Auburn Campus, and other University properties in Lee County, Alabama, until such time as the Campus Master Plan Land Use Element incorporates University Land in other locations.

V. **POLICY MANAGEMENT**

Responsible Office: Auburn University Facilities Management

Responsible Executive: Executive Vice President, Auburn University

Responsible Officer: Associate Vice President, Facilities Management

VI. **DEFINITIONS**

Campus Master Plan: As stipulated in the University’s “Campus and Capital Projects Planning Policy,” the Campus Master Plan “is a physical plan and comprehensive set of policy directives that together provide long-range strategies for the growth and development of the Auburn University campus.” The Campus Master Plan is updated periodically, as required, and the Board of Trustees reviews and approves all changes.

Campus Master Plan Land Use Element: The chapter of the Campus Master Plan that establishes formal Land Use Categories and Land Use Area boundaries that define permitted uses for all University Land.

Executive Facilities Committee: Appointed by the President, a senior group of University Administrators, representing major facility stakeholders, that considers and formulates recommendations for the President, regarding campus facility plans and programs.

Land Use: Type of activity allowed on a particular section or area of University Land.

Land Use Area: General zone or part of the campus to which a Land Use Category is assigned as part of the Campus Master Plan Land Use Element.

Land Use Assignment: The allocation of University Land to a particular University or non-university organization for a specific use and duration.

Land Use Assignment Agreement: A written document approved by authorized University Administrators that formally assigns University Land to a specific University organization. Land Use Assignment Agreements establish how a particular University or non-university organization may use University Land, the boundaries of the land to be used, the terms and conditions of the use, and the Lead Administrator (see Appendix 1).

Land Use Category: Classification providing guidance on the type of activity that is allowed in a specific Land Use Area as part of the Campus Master Plan Land Use Element.

Land Use Designation: The identification of University Land for a particular type of use. Land Use Designations are developed and codified in the Campus Master Plan Land Use Element as approved by the Board of Trustees.

Lead Administrator: The senior University administrator, typically a Dean or an Assistant Vice President, within a University organization to whom University Land is assigned. The Lead Administrator is responsible for the management of the lands as stipulated in the Land Use Assignment Agreement.

Master Plan Committee: A representative committee appointed by the President that provides input regarding facilities, planning, transportation planning, land planning, infrastructure, and site development activities. The Committee also provides input on the continuing administration, maintenance, implementation, change, and updating of the Campus Master Plan.

Temporary Land Use Permit: A written document approved by University Administrators that formally assigns University Land to a specific University organization on a temporary basis. The Permit establishes the specific limits of

University Land to be used, the terms and conditions of the use, the dates and duration of the temporary use, and the responsible parties (see Appendix 2).

University Land: All land owned or leased by Auburn University.

University Organization: An academic, administrative, auxiliary, athletics, or other unit that is officially part of the University.

VII. POLICY PROCEDURES

A. Land Use Governance:

1. The Office of the University Architect executes this policy on behalf of Facilities Management and the University through the procedures detailed herein.
2. Land Use Areas will be assigned to University organizations per a Land Use Assignment Agreement, in compliance with the [Campus Master Plan Land Use Element](#).
3. All University Land not assigned to a specific University organization shall remain under the management of Facilities Management until such time as it is assigned.

B. Land Use Assignment Agreements:

1. Land Use Assignment Agreements shall be developed and maintained by Facilities Management.
2. For administrative units, Land Use Assignment Agreements shall be signed by the Lead Administrator and the Associate Vice President, Facilities Management. For University colleges and schools, the Provost will also be a signatory to the Land Use Assignment Agreement.
3. When multiple University units request utilization of the same Land Use Area, Facilities Management shall develop an assessment of the request(s) in accordance with the Land Use principles defined herein (see section II. F). This assessment shall be presented to the Executive Facilities Committee, which will make a recommendation to the University President, or his designee, to make a final decision regarding assignment of the Land Use Area in question.
4. Lead Administrators are responsible for ensuring that the use of assigned University Land complies with the Land Use Assignment Agreement and the Campus Master Plan.
5. If the required utilization of a Land Use Area changes, the Lead Administrator shall request a modification of the Land Use Assignment

Agreement to reflect the new Land Use. Such requests shall be considered in accordance with the Land Use principles of paragraph II.F and will be approved in accordance with paragraph VII.B.2 of this policy. Requests of this nature will be submitted initially to Facilities Management for assessment and processing.

6. Sub-assignment of parcels of land to specific departments or programs of the University organization assigned the Land Use Area via a Land Use Assignment Agreement shall be the responsibility of the Lead Administrator. Facilities Management will assist the Lead Administrator in developing sub-Land Use Assignment Agreements to document these intra-parcel agreements, if requested.
7. Land Use Assignment Agreements will be made for a fixed period, usually five years. In the event an assigned unit requires the use of University Land for a special, long-term project that would exceed the duration of the Land Use Assignment Agreement, the Lead Administrator shall make a request for inclusion of the long-term requirement in the Agreement.
 - a. Such requests shall reflect an extraordinary, rather than a routine, requirement for long-term land use.
 - b. All requests shall be initially made to Facilities Management for review and processing. College and School requests shall be approved, in writing, by the Provost. Administrative, Auxiliary, or Athletic requests shall be approved, in writing, by the Executive Vice President.
 - c. Such long-term assignments shall be carefully considered against the Land Use principles defined herein (see paragraph II.F) to ensure that the proposed long-term project does not constrain future University land use. In considering such requests, close coordination between all campus stakeholders will be conducted.

C. Temporary Land Use Permits

1. Temporary use of University Land shall be authorized with a written Temporary Land Use Permit (see Appendix 2).
2. Temporary Land Use Permits shall be developed and maintained by Facilities Management. Facilities Management shall coordinate temporary Land Use requests among campus stakeholders to ensure that there are no conflicts, or, when conflicts arise, shall assist in their resolution.
3. Use of University Land, as stipulated in a Temporary Land Use Permit, shall comply with the Campus Master Plan Land Use Element and any applicable Land Use Assignment Agreements.

4. University organizations shall submit Land Use requests to the Lead Administrator or Associate Vice President, Facilities Management as described below:
 - a. University Land assigned via Land Use Assignment Agreement
 - i. All requests, for the temporary utilization of University Land covered by an existing Land Use Assignment Agreement, shall be submitted to the Lead Administrator of the relevant Land Use Assignment Agreement.
 - ii. The Lead Administrator will prioritize and adjudicate Temporary Land Use Permit requests, particularly when more than one University organization has requested use of the same land.
 - iii. If approved by the Lead Administrator, Facilities Management shall issue a Temporary Land Use Permit to the requesting organization and provide a copy to the Lead Administrator.
 - b. University Land not assigned via Land Use Assignment Agreement
 - i. All requests, for the temporary utilization of University Land not covered by a Land Use Assignment Agreement, shall be submitted to the Associate Vice President, Facilities Management.
 - ii. The Associate Vice President, Facilities Management shall prioritize and adjudicate the temporary use of University Land, particularly when more than one University organization has requested use of the same parcel of University Land.
 - iii. If approved by the Associate Vice President, Facilities Management, a Temporary Land Use Permit shall be issued to the requesting organization.

VIII. SANCTIONS

Failure to comply with the terms and conditions of a Land Use Assignment Agreement and/or Temporary Land Use Permit may result in the cancellation of the Land Use Assignment Agreement and/or Temporary Land Use Permit and authorization to utilize the assigned land.

IX. EXCLUSIONS

University Land that is not part of the Main Campus, North Auburn Campus, or other properties in Lee County, until such time as the Campus Master Plan Land Use Element incorporates University Lands outside of Lee County.

X. INTERPRETATION

Initial inquiries about this policy should be directed to the Lead Administrator. Further clarification concerning this policy may be sought from the Associate Vice President, Facilities Management.

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APPENDIX 1 : LAND USE ASSIGNMENT AGREEMENT



FACILITIES MANAGEMENT • OFFICE OF THE UNIVERSITY ARCHITECT

LAND USE ASSIGNMENT AGREEMENT – LUA.A1-YY.##

LAND LOCATION: DESCRIBE LOCATION OF LAND

DATE & TIME OF USE: INSERT BEGINNING/ENDING

The undersigned hereby grants to the INSERT UNIT NAME (User) authority and permission to occupy and use the Auburn University (University) INSERT NAME OF BUILDING AND/OR LANDS located at INSERT LOCATION DESCRIPTION, (as indicated on Attachment A: Location Plan) per the conditions listed below:

In addition, as shown in Attachment B, the User is granted use of the following:

- INSERT ACCESS ROUTES, PARKING AREAS OR OTHER LAND/FACILITIES TO BE INCLUDED AS PART OF THIS AGREEMENT.
- INSERT ANY ADDITIONAL TERMS TO BE INCLUDED AS PART OF THIS AGREEMENT.

This agreement grants use for the sole purpose of INSERT PURPOSE OF AGREEMENT.

Term of the agreement: INSERT DATES AND TIMES OF USE.

This agreement is granted with the following Conditions:

1. All University facilities and land, whether used for academic or non-academic functions, belong to the University, not individual Colleges/Schools, departments, centers, research groups, or other organizations. The User is permitted to use University land and/or facilities for the sole purpose stated in this agreement. The University may at its discretion implement, continue, discontinue or modify this agreement.
2. All use of University land must comply with the requirements established by the University including, but not limited to, insurance, indemnification, environmental, operations, maintenance, storm water management, and long-term resource stewardship.
3. All facilities and/or lands are provided as is.
4. The User is not allowed to make any changes or modifications to any University land or facility, other than those as prescribed by this Land Use Assignment Agreement, without written authorization from the University. This includes, but is not limited to, improvements, demolition, and/or any disturbance of the land or facilities. Only routine and procedural maintenance is permitted by this agreement.

5. In the event that the University has to repair, restore or clean the site and/or any other University lands and/or property to restore conditions that existed prior to the use, the User shall be responsible for any and all costs associated with any commensurate repairs, restoration and/or cleanup.

If at any time the proposed use interferes with other activities of the University, all use shall cease immediately and the Assistant Vice President for Facilities Management shall be notified.

I hereby agree to these terms and conditions:

LEAD ADMINISTRATOR (Dean or AVP) (LAST SIGNATORY):

Name, Title
Organization
Auburn University/Company
Phone Number
Email
Date

LAND MANAGER (Department Head/Chair):

Name, Title
Organization
Auburn University/Company
Phone Number
Email
Date

PROVOST (LAST SIGNATORY FOR ACADEMIC LAND USE ASSIGNMENTS):

Date
Dr. Timothy Boosinger, Provost
Provost & VP Academic Affairs
Auburn University
334-844-5773
boorsitr@auburn.edu

ASSOCIATE VP, FACILITIES MANAGEMENT (LAST SIGNATORY FOR NON-ACADEMIC LAND USE ASSIGNMENTS):

Date
Daniel King, AVP, Facilities Management
Facilities Management
Auburn University
(334) 844-9102
Dpk0002@auburn.edu

FACILITIES MANAGEMENT (FOR ADMINISTRATIVE PURPOSES):

Date
Jim Carroll, University Architect
Facilities Management
Auburn University
(334) 844-8406
Jjc0019@auburn.edu

Authored by: **Insert Name, Title**

LAND USE ZONE ABBREVIATIONS (From the AU Comprehensive Campus Master Plan):

A – Academic (Zones 1-7)
AU – Athletics (Zones 1-10)
C – Cultural/Public (Zones 1-2)
FL – Field Labs (Zones 1-13)
F – Fraternity (Zones 1-2)
HS – Health Science Sector (Zones 1-2)
H – Housing (Zones 1-6)
L – Leased to Third Parties (Zones 1-3)

NR – Natural Resource Management
P – Parks (Zones 1-8)
SP – Surface Parking (Zones 1-4)
PG – Parking Garage (Zones 1-2)
R – Recreation (Zones 1-5)
RE – Research (Zones 1)
S – Service (Zones 1-8)

POLICY ON THE ASSIGNMENT OF UNIVERSITY LAND

APPENDIX 2: TEMPORARY LAND USE PERMIT



FACILITIES MANAGEMENT • OFFICE OF THE UNIVERSITY ARCHITECT

TEMPORARY LAND USE PERMIT – LUP **A1-YY.##**

LAND LOCATION: DESCRIBE LOCATION OF LAND

DATE & TIME OF USE: INSERT BEGINNING/ENDING DATES AND TIMES OF USE

The undersigned hereby grants to the **INSERT UNIT NAME** (User) authority and permission to occupy and use the Auburn University (University) **INSERT NAME OF BUILDING AND/OR LANDS** located at **INSERT LOCATION DESCRIPTION**, (as indicated on Attachment A: Location Plan) per the conditions listed below:

In addition, as shown in Attachment A **(or B)**, the User is granted use of the following:

- **INSERT ACCESS ROUTES, PARKING AREAS OR OTHER LAND/FACILITIES TO BE INCLUDED AS PART OF THIS PERMIT.**
- **INSERT ANY ADDITIONAL TERMS TO BE INCLUDED AS PART OF THIS AGREEMENT.**

This permit grants **TEMPORARY** use for the sole purpose of **INSERT PURPOSE OF PERMIT.**

Use is limited to **INSERT DATES AND TIMES OF USE.**

The User must comply with all stipulations established per Attachment B **(or C): Land Use Operations Plan. (LAND USE AND/OR EVENT OPERATIONS PLAN TO BE COMPLETED BY APPLICANT AND SUBMITTED TO, REVIEWED BY AND APPROVED BY AU FACILITIES MANAGEMENT)**

This permit is granted with the following Conditions:

1. All University facilities and land, whether used for academic or non-academic functions, belong to the University, not individual Colleges/Schools, departments, centers, research groups, or other organizations. The User is permitted to use University land and/or facilities for the sole purpose stated in this agreement. The University may at its discretion implement, continue, discontinue or modify this permit.
2. All use of University land must comply with the requirements established by the University including, but not limited to, insurance, indemnification, environmental, operations, maintenance, storm water management, and long-term resource stewardship.
3. The User shall submit an event request form and comply with all requirements established by the Event Management Committee including, but not limited to, requirements for security, insurance, and indemnification. (The Event Management Committee includes representatives from various campus administrative departments that provide advice on making events safe and successful. The EMC can be reached either via phone at 334-844-9999 or email AUEvent@auburn.edu.)

4. All facilities and/or lands are provided as is.
5. Prior to the termination of this permit, all facilities and/or lands shall be restored to the same condition as prior to the use. The User is responsible for all event set-up and cleanup prior to and after the use. This must be completed in a responsible manner that does not damage any other University lands and/or property.
6. In the event that the University has to repair, restore or clean the site and/or any other University lands and/or property to restore conditions that existed prior to the use, the User shall be responsible for any and all costs associated with any commensurate repairs, restoration and/or cleanup.
7. If an alternate location is needed in the event of inclement weather, this must be established at the same time as this permit. A separate permit shall be prepared for any use of other University facilities and/or property.

If at any time the proposed use interferes with other activities of the University, all use shall cease immediately and the Assistant Vice President for Facilities Management shall be notified.

I hereby agree to these terms and conditions:

USER REPRESENTATIVE:

Name, Title Organization Auburn University/Company Phone Number Email	Date
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LEAD ADMINISTRATOR (Dean or AVP) (LAST SIGNATORY):

Name, Title Organization Auburn University/Company Phone Number Email	Date
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FACILITIES MANAGEMENT (FOR ADMINISTRATIVE PURPOSES):

Jim Carroll, University Architect Facilities Management Auburn University (334) 844-8406 Jjc0019@auburn.edu	Date
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Authored by: Insert Name, Title

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